

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
July 2014

Form must be Typed  
Form must be Signed  
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,  
MUST be submitted with this form.

Check Applicable Boxes:

- Oil Lease: No. of Oil Wells \_\_\_\_\_ \*\*
- Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*
- Gas Gathering System: \_\_\_\_\_
- Saltwater Disposal Well - Permit No.: \_\_\_\_\_  
Spot Location: \_\_\_\_\_ feet from  N /  S Line  
\_\_\_\_\_ feet from  E /  W Line
- Enhanced Recovery Project Permit No.: \_\_\_\_\_  
Entire Project:  Yes  No  
Number of Injection Wells \_\_\_\_\_ \*\*

Field Name: \_\_\_\_\_

**\*\* Side Two Must Be Completed.**

Effective Date of Transfer: \_\_\_\_\_

KS Dept of Revenue Lease No.: \_\_\_\_\_

Lease Name: \_\_\_\_\_

\_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ R. \_\_\_\_\_  E  W

Legal Description of Lease: \_\_\_\_\_

County: \_\_\_\_\_

Production Zone(s): \_\_\_\_\_

Injection Zone(s): \_\_\_\_\_

Surface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Type of Pit:  Emergency  Burn  Settling  Haul-Off  Workover  Drilling

Past Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Past Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

New Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Oil / Gas Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Acknowledgment of Transfer:** The above request for transfer of injection authorization, surface pit permit # \_\_\_\_\_ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

\_\_\_\_\_ is acknowledged as  
the new operator and may continue to inject fluids as authorized by  
Permit No.: \_\_\_\_\_ . Recommended action: \_\_\_\_\_

Date: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit  
permitted by No.: \_\_\_\_\_ .

Date: \_\_\_\_\_  
Authorized Signature

DISTRICT \_\_\_\_\_ EPR \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_

Side Two

**Must Be Filed For All Wells**

KDOR Lease No.: \_\_\_\_\_

\* Lease Name: \_\_\_\_\_ \* Location: \_\_\_\_\_

| Well No. | API No.<br>(YR DRDL/PRE '67) | Footage from Section Line<br>(i.e. FSL = Feet from South Line) | Type of Well<br>(Oil/Gas/INJ/WSW) | Well Status<br>(PROD/TA'D/Abandoned) |
|----------|------------------------------|----------------------------------------------------------------|-----------------------------------|--------------------------------------|
| _____    | _____                        | <i>Circle</i><br>FSL/FNL                                       | <i>Circle</i><br>FEL/FWL          | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |
| _____    | _____                        | FSL/FNL                                                        | FEL/FWL                           | _____                                |

A separate sheet may be attached if necessary

\* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

Form Must Be Typed

Form must be Signed

All blanks must be Filled

**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

*This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.*

Select the corresponding form being filed:  C-1 (Intent)  CB-1 (Cathodic Protection Borehole Intent)  T-1 (Transfer)  CP-1 (Plugging Application)

OPERATOR: License # \_\_\_\_\_

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Well Location:

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West

County: \_\_\_\_\_

Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*

**Surface Owner Information:**

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

*When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.*

*If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.*

**Select one of the following:**

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*




I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: \_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_ Title: \_\_\_\_\_

**ASSIGNMENT AND BILL OF SALE**

STATE OF KANSAS            }  
                                          } **KNOW ALL MEN BY THESE PRESENTS THAT:**  
COUNTY OF COMANCHE}

**NORSTAR PETROLEUM INC. and C. H. TODD, INC.**, whose addresses are 88 Inverness Circle East, Unit F104, Englewood, CO 80112-5514 (together, "Assignor"), for and in consideration of **ONE HUNDRED DOLLARS (\$100.00)** and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey, **effective May 1, 2018** ("Effective Date"), unto the following parties in the proportions set forth opposite its name:

-  **QUAIL RUN, LC, P. O. Box K, Garden City, KS 67846**
-  **QUAIL OIL & GAS, LC, P. O. Box K, Garden City, KS 67846**
-  **J+E OIL PROPERTIES, LLC, 8157 S. 100 W, Ft. Branch, IN 47648**

(collectively, "Assignee"), Assignor and Assignee are sometimes referred to herein individually as a "Party", all of Assignor's right, title and interest in and to the following:

- (i) The oil and gas leases as more particularly described on Exhibit "A" hereto and limited as to the lands indicated on Exhibit "A" (collectively, the "Leases"), including all rights and interests attributable or allocable to the Leases by virtue of pooling, unitization, communitization, and operating agreements, together with Assignor's interests in and to all the property and rights incident thereto, including, but not limited to, all of Assignor's interests and rights under any and all easements, surface agreements and rights-of-way (including, but not limited to, those easements, surface agreements and rights-of-way identified on Exhibit "B" hereto) and under any and all leases, permits, licenses, farmouts, options, orders, and other contracts or agreements (including, but not limited to, those contracts and agreements identified on Exhibit "C" hereto) to the extent any of the foregoing relate to the Leases, wells or equipment;
- (ii) The wells (including, without limitation, the wells identified on Exhibit "A-1", hereto) located on the Leases or lands pooled or unitized therewith (the "Wells"), equipment, materials and other personal property, fixtures and improvements on the Leases or lands pooled or unitized therewith as of the Effective Date, appurtenant thereto or used or obtained in connection with the Leases or with the production, treatment, sale or disposal of hydrocarbons or waste produced therefrom or attributable thereto, and all other appurtenances thereunto belonging (the "Equipment"); provided, however, the Equipment shall not include vehicles, communications equipment (including but not limited to antenna towers, radios, computers, telemetry devices and peripheral equipment), tools, warehouse stock, field offices or leased equipment located on the Leases;
- (iii) All unitization, communitization, pooling, and operating agreements, and the units created thereby which relate to the Leases or interests therein described on Exhibit "A" or which relate to any units or wells located on the Leases, including any and all units formed under orders, regulations, rules, and other official acts of the governmental authority having jurisdiction, together with any right, title and interest created thereby in the Leases; and

- (iv) All of Assignor's rights as to revenues or gas volumes resulting from settlement of any imbalance created by underproduction attributable to Assignor's interest in the Leases prior to the Effective Date.

All of Assignor's interest in the assets described in (i) through (iv) above is collectively referred to hereafter as the "Interests"; provided, however, that the Interests do not include, and Assignor hereby reserves unto itself any and all (a) geological, geophysical and/or seismic data and records (including without limitation Assignor's proprietary or licensed interpretations thereof), (b) reservoir or seismic maps, 3D maps, development and basin maps, cross-section diagrams, and similar maps and diagrams pertaining to surface, geological, geophysical or other subsurface conditions, (c) cores, borings, cuttings and other physical samples or materials from wells, electric logs, well test results, core data, pressure data, decline and production curves, and all related trade-secrets and proprietary, interpretive or licensed data and projections, (d) reservoir studies, estimates or reports, reserve reports, estimates and valuations of assets or unliquidated liabilities, pilot studies, and engineering, production, financial or economic studies, reports and forecasts, (e) any and all similar forward-looking economic, evaluative, interpretive, geophysical or geological, or financial information relating to the Interests and (f) all fee mineral interests, executive rights associated with fee mineral interests, fee royalty interests, fee non-participating royalty interests or overriding royalty interests owned by Assignor prior to the Effective Date in any in the lands covered by the Leases or pooled or unitized therewith.

Retained Interests. Notwithstanding anything to the contrary herein, Assignor hereby expressly excepts, reserves and retains unto itself any minerals, mineral rights, royalty interests, overriding royalties, net profits interests, or similar payment rights in the Leases and Wells, and Assignee shall have no interest in, or to any, such interests.

**TO HAVE AND TO HOLD** the Interests unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

1. This Assignment and Bill of Sale (this "Assignment") is accepted subject to, and Assignee agrees to assume and perform any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor under or otherwise associated with the Interests and existing oil and gas leases, assignments, operating agreements, product purchase and sale contracts, permits, rights-of-way, licenses, easements, options, orders, and any other agreements or contracts attributable to and affecting the Interests, including but not limited to, any and all obligations (i) to pay and deliver royalties, overriding royalties, non-participating royalties, and other burdens on production (including funds held in suspense by Assignor with respect to periods prior to the Effective Date which shall have been assigned or otherwise credited to Assignee), (ii) in connection with or arising out of balancing of overproduction or underproduction from the Interests, (iii) in compliance with all laws and governmental regulations with respect to the Interests including, but not limited to, the lawful plugging and abandonment of oil and gas wells and the restoration of the surface of the land as nearly as possible to its prelease condition, whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, are caused by Assignor's negligence and whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, arise prior to, during the period of, or from, or in connection with Assignor's ownership or operation of the Interests, (iv) to pay all costs, expenses and obligations relating to the Interests which accrue after the Effective Date and (v) to file with the appropriate governmental authorities any of the necessary forms to transfer ownership of any wells conveyed by this Assignment from Assignor to Assignee. Without limitation of the foregoing, Assignee agrees to assume and perform any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor for claims, losses, damages, costs, expenses, diminutions in value, suits, and causes of action of any kind or character, with respect to the environmental condition of the Interests, regardless of when the events occurred that caused such condition to exist and whether or not caused by or attributable to Assignor's negligence. Assignee shall, to the fullest extent permitted by law, protect, defend, indemnify and hold Assignor and its directors, officers, employees, agents and representatives of each of them, harmless from and against any and all claims, losses, damages, costs, expenses, diminutions in value, suits, causes of

action or judgments of any kind or character with respect to any and all liabilities and obligations or alleged or threatened liabilities and obligations, including, but not limited to, any interest, penalty and any attorneys' fees and other costs and expenses incurred in connection with investigating or defending any claims or actions, whether or not resulting in any liability, attributable to or arising out of (i) ownership or operation of the Interests before and subsequent to the Effective Date, and (ii) Assignee's assumption of any liability or obligation in accordance with this paragraph.

THE INDEMNIFICATION, RELEASE AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS ASSIGNMENT SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE GROSS, ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE, OR OTHER FAULT OF ASSIGNOR.

2. THIS ASSIGNMENT IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT, AND ASSIGNEE AGREES IT HAS NOT RELIED UPON, ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY. THE INTERESTS ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY THE ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND ASSIGNEE AGREES IT HAS NOT RELIED UPON ANY SUCH REPRESENTATION OR WARRANTY. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR AND WITH ALL FAULTS AND DEFECTS, INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL (NORM). IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AND ASSIGNEE AGREES IT HAS NOT RELIED UPON ANY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA DELIVERED TO ASSIGNEE WITH RESPECT TO THE INTERESTS, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS, OR THE PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS.
3. ASSIGNEE HEREBY REPRESENTS AND WARRANTS TO ASSIGNOR THAT ASSIGNEE (I) IS IN THE BUSINESS OF SEEKING OR ACQUIRING, BY PURCHASE OR LEASE, GOODS OF SERVICES FOR COMMERCIAL OR BUSINESS USE, (II) HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND (III) IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION.
4. This Assignment shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.
5. All ad valorem taxes, real property and similar obligations for the current tax year shall be prorated, as of the Effective Date, based upon the current year tax rate and evaluation and settlement shall be made as soon as possible after the date of this Assignment.
6. All proceeds (including proceeds held in suspense or escrow) from the sale of production actually sold and delivered by Assignor, and all proceeds due and forthcoming from the unsold oil in the tanks prior to the Effective Date and attributable to the Interests, shall belong to Assignor, and all proceeds from the sale of production actually sold and delivered, after the Effective Date attributable to the Interests, shall belong to Assignee.

The amount paid to Assignor by Assignee for the unsold inventory, shall be paid to Assignor within fifteen (15) days of the execution of this Assignment and calculated using the actual oil price established by the crude oil purchaser for the month preceding the Effective Date times the remaining barrels.

- 7. This Assignment may be executed by Assignor and Assignee in any number of counterparts, each of which shall be deemed an original instrument, but all of which, together, shall constitute one and the same instrument.
- 8. This Assignment constitutes the entire understanding between Assignor and Assignee with regard to the subject matter hereof, superseding all prior statements, representations, discussions and understandings.
- 9. This Assignment, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the state of Kansas, without giving effect to principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, this instrument is executed the 2nd day of May, 2018, but shall be effective as of the Effective Date.

**ASSIGNOR:**

**C. H. TODD, INC.**

[Signature]  
Per Burchardt, President

**NORSTAR PETROLEUM INC.**

[Signature]  
Per Burchardt, President

**ASSIGNEE:**

**QUAIL RUN, LC**

[Signature]  
Wray Valentine, Managing Member

**QUAIL OIL & GAS, LC**

[Signature]  
Wray Valentine, Manager

**J+E OIL PROPERTIES, LLC**

[Signature]  
Tom W. Nichols, Manager

**ACKNOWLEDGMENTS**

STATE OF COLORADO )

) ss.

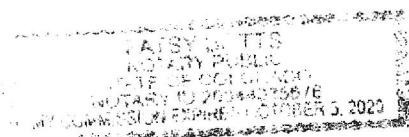
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 2nd day of May, 2018, by Per Burchardt, as President of Norstar Petroleum Inc., a Colorado corporation, and as President of C. H. Todd, Inc., an Oklahoma corporation, on behalf of said corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

**MY COMMISSION EXPIRES:**

[Signature]  
Notary Public



**ACKNOWLEDGMENTS**

STATE OF KANSAS        )  
                                  ) ss.  
COUNTY OF FORD        )

The foregoing instrument was acknowledged before me this 2nd day of May, 2018, by Wray Valentine, as Managing Member of Quail Run, LC, and, as Manager of Quail Oil & Gas, LC, on behalf of said companies.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal the day and year last above written.

**MY COMMISSION EXPIRES:**



Michelle Frazier  
Notary Public

STATE OF INDIANA        )  
                                  ) ss.  
COUNTY OF GIBSON     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 2018, by Tom W. Nichols, as Manager of J+E Oil Properties, LLC, an Indiana limited liability company, on behalf of said limited liability company.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal the day and year last above written.

**MY COMMISSION EXPIRES:**

\_\_\_\_\_  
Notary Public



The amount paid to Assignor by Assignee for the unsold inventory, shall be paid to Assignor within fifteen (15) days of the execution of this Assignment and calculated using the actual oil price established by the crude oil purchaser for the month preceding the Effective Date times the remaining barrels.

- 7. This Assignment may be executed by Assignor and Assignee in any number of counterparts, each of which shall be deemed an original instrument, but all of which, together, shall constitute one and the same instrument.
- 8. This Assignment constitutes the entire understanding between Assignor and Assignee with regard to the subject matter hereof, superseding all prior statements, representations, discussions and understandings.
- 9. This Assignment, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the state of Kansas, without giving effect to principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, this instrument is executed the \_\_\_\_\_ day of May, 2018, but shall be effective as of the Effective Date.

**ASSIGNOR:**

C. H. TODD, INC.

NORSTAR PETROLEUM INC.

\_\_\_\_\_  
Per Burchardt, President

\_\_\_\_\_  
Per Burchardt, President

**ASSIGNEE:**

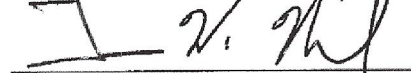
QUAIL RUN, LC

QUAIL OIL & GAS, LC

\_\_\_\_\_  
Wray Valentine, Managing Member

\_\_\_\_\_  
Wray Valentine, Manager

J+E OIL PROPERTIES, LLC



\_\_\_\_\_  
Tom W. Nichols, Manager

**ACKNOWLEDGMENTS**

STATE OF COLORADO )  
                                          ) ss.  
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 2018, by Per Burchardt, as President of Norstar Petroleum Inc., a Colorado corporation, and as President of C. H. Todd, Inc., an Oklahoma corporation, on behalf of said corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

**MY COMMISSION EXPIRES:**

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENTS**

STATE OF KANSAS        )  
                                  ) ss.  
COUNTY OF FORD        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 2018, by Wray Valentine, as Managing Member of Quail Run, LC, and, as Manager of Quail Oil & Gas, LC, on behalf of said companies.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal the day and year last above written.

**MY COMMISSION EXPIRES:**

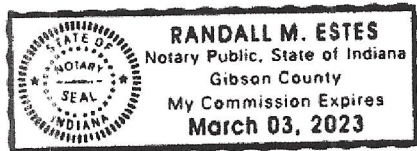
\_\_\_\_\_  
Notary Public

STATE OF INDIANA        )  
                                  ) ss.  
COUNTY OF GIBSON        )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of May, 2018, by Tom W. Nichols, as Manager of J+E Oil Properties, LLC, an Indiana limited liability company, on behalf of said limited liability company.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal the day and year last above written.

**MY COMMISSION EXPIRES:** 3/3/23



Randall M. Estes  
Notary Public - Resident of Gibson Co.

**EXHIBIT "A-1"**

Attached to that certain Assignment and Bill of Sale, dated effective May 1, 2018, from C. H. Todd, Inc.  
& Norstar Petroleum Inc., Assignor, to Quail Run, LC, et al, Assignee

**BOX RANCH PROSPECT**  
**COMANCHE CO., KANSAS**

**WELLS**

**Box Ranch #2-3**

2180' FNL & 852' FEL  
NE/4SW/4SE/4NE/4 Sec 3, T35S-R20W  
API #15-033-20749

**Box Ranch #5-3**

2621' FSL & 2228' FEL  
E/2W/2W/2E/2 Sec 3, T35S-R20W  
API #15-033-20818

**Box Ranch #6-3**

1750' FSL & 1000' FEL  
N/2SW/4NE/4SE/4 Sec 3, T35S-R20W  
API #15-033-20836

**Box Ranch #1-11**

1500' FSL & 3795' FEL  
SW/4SW/4NE/4SW/4 Sec 11, T35S-R20W  
API #15-033-20704

**Box Ranch #1-3 SWDW**

694' FSL & 842' FEL  
E/2W/2SE/4SE/4 Sec 3, T35S-R20W  
API #15-033-20723

It is the intent of Assignor to convey to Assignee any and all wells associated with the Leases  
and lands described on Exhibit "A", regardless of whether such wells  
are fully and completely described herein.

**EXHIBIT "A"**

Attached to that certain Assignment and Bill of Sale, dated effective May 1, 2018, from C. H. Todd, Inc. & Norstar Petroleum Inc., Assignor, to Quail Run, LC, et al, Assignee

**Box Ranch Prospect**  
**Comanche County, Kansas**

| <b><u>LESSOR</u></b> | <b><u>LESSEE</u></b>     | <b><u>LEASE DATE</u></b> | <b><u>DESCRIPTION</u></b>                                                     | <b><u>GROSS AC</u></b> | <b><u>RECORDING</u></b> |
|----------------------|--------------------------|--------------------------|-------------------------------------------------------------------------------|------------------------|-------------------------|
| Box Ranch            | Roberts and Murphy, Inc. | 2/13/87                  | <u>Township 35 South, Range 20 West</u><br><u>Section 3: NE/4, less Lot 1</u> | 143.0                  | 67/41                   |
| Box Ranch            | Roberts and Murphy, Inc. | 2/13/87                  | <u>Township 35 South, Range 20 West</u><br><u>Section 3: SE/4</u>             | 160.0                  | 67/45                   |
| Box Ranch            | Roberts and Murphy, Inc. | 7/20/84                  | <u>Township 35 South, Range 20 West</u><br><u>Section 11: NE/4</u>            | 160.0                  | 61/897                  |
| Box Ranch            | Roberts and Murphy, Inc. | 7/20/84                  | <u>Township 35 South, Range 20 West</u><br><u>Section 11: SE/4</u>            | 160.0                  | 61/893                  |
| Box Ranch            | Roberts and Murphy, Inc. | 7/20/84                  | <u>Township 35 South, Range 20 West</u><br><u>Section 11: NW/4</u>            | 160.0                  | 61/899                  |
| Box Ranch            | Roberts and Murphy, Inc. | 7/20/84                  | <u>Township 35 South, Range 20 West</u><br><u>Section 11: SW/4</u>            | 160.0                  | 61/895                  |