

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: _____

Title: _____

Signature: _____

Oil / Gas Purchaser: _____

Date: _____

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 _____

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Form KSONA-1

July 2014

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**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, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS §

COUNTY OF COWLEY §

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this “**Assignment**”), dated effective as of June 1, 2018 at 7:00 a.m. Central Time (the “**Effective Time**”), is made by **FUTURE ACQUISITION IV, LLC**, a Texas limited liability company and **CORGRAY ENERGY, LP**, a Texas limited partnership whose addresses are both P.O. Box 1129, Fulshear, Texas 77441 (together, “**Assignor**”), to **SIENA NATURAL RESOURCES, LLC**, an Oklahoma limited liability company whose address is 301 N.W. 63rd Street, Oklahoma City, Oklahoma 73118 (“**Assignee**”). This Assignment is executed and delivered in connection with and pursuant to the terms of that certain Purchase and Sale Agreement between Assignor and Assignee dated June 1, 2018 (the “**Purchase Agreement**”). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

1. **Assignment.** For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby **GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER** unto Assignee, all of Assignor’s right, title, and interest in and to the following, subject to the terms and reservations hereof (the “**Assets**”):

1.1 all oil, gas and mineral leases located within Cowley County, Kansas, including those described on Exhibit A attached hereto (the “**Leases**”) together with (A) the lands covered or burdened by, or pooled or unitized with, such Leases (the “**Lands**”) and (B) the operating rights, working interests, net revenue interests, and other rights to Hydrocarbons therein;

1.2 any and all oil, gas, saltwater disposal, injection and other wells located on the Lands, including those described on Exhibit B attached hereto (the “**Wells**”);

1.3 all presently existing unitization, pooling and/or communitization agreements, declarations or designations, and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, insofar as the same are attributable or allocated to the Lands and the properties covered or units created thereby;

1.4 all presently existing and valid Hydrocarbon sales agreements, operating agreements, gathering agreements, transportation agreements, farmout and farmin agreements and other contracts, agreements and instruments, in each case, to the extent and only to the extent the above agreements cover, are attributable to or relate to the Lands or the Wells;

1.5 crude oil, natural gas, casinghead gas, condensate, natural gas liquids, and other liquid or gaseous hydrocarbons and any combination or constituents thereof or extracted therefrom (“**Hydrocarbons**”) in, on, under or produced from or attributable to the Lands from and after the Effective Time and the proceeds thereof;

CP

1.6 any and all equipment, facilities and other personal property appurtenant to or associated with the Leases and Wells;

1.7 any and all surface interests, surface use agreements, rights of way and easements used or held for use in connection with the Leases, Lands and Wells;

1.8 all licenses, permits (including environmental permits), consents, easements, rights of way, surface use rights and other authorizations from governmental authorities and third parties necessary and sufficient to access, construct, operate, maintain and repair the Assets as presently owned and operated by Assignor; and

1.9 all records pertaining to the foregoing, including land, lease, well, division order, title, production, regulatory and environmental files and geologic and geophysical information, for which transfer by Assignor is not restricted or prohibited by any applicable confidentiality or other obligation and which Assignor is authorized to transfer pursuant to existing commitments and agreements with respect to the Assets.

It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee, from and after the Effective Time, the Assets, regardless of errors in description, any incorrect or misspelled names, or any mistranscribed or incorrect recording references.

TO HAVE AND TO HOLD all and singular of said Assets together with all rights, titles, interests, estates, remedies, powers, and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever.

2. Special Warranty of Title. Assignor does hereby bind itself and its successors and assigns to warrant and forever defend Defensible Title to the Assets unto Assignee and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Assignor or any of its affiliates, but not otherwise. Further, Assignee is specifically assigned, and subrogated to, warranties of title which Assignor may have from its predecessors in interest to the extent applicable with respect to the Assets and to the extent Assignor may legally assign such rights and grant such subrogation.

3. Limitations on Representations and Warranties.

3.1. **EXCEPT FOR (I) THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR CONTAINED IN THE PURCHASE AGREEMENT AND ANY DOCUMENT DELIVERED THEREUNDER AND (II) ASSIGNOR'S SPECIAL WARRANTY OF TITLE TO THE ASSETS IN SECTION 2 OF THIS ASSIGNMENT, ASSIGNEE ACCEPTS THE ASSETS IN THEIR CURRENT CONDITION WITH NO WARRANTIES OR REPRESENTATIONS BY ASSIGNOR, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE OR PURPOSE OR ANY OTHER MATTER WHATSOEVER, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED BY ASSIGNOR. THE SALE AND PURCHASE OF THE ASSETS IS "AS IS, WHERE IS, AND WITH ALL FAULTS."**

- 3.2. EXCEPT FOR (I) THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR CONTAINED IN THE PURCHASE AGREEMENT AND ANY DOCUMENT DELIVERED THEREUNDER AND (II) ASSIGNOR'S SPECIAL WARRANTY OF TITLE TO THE ASSETS IN SECTION 2 OF THIS ASSIGNMENT, IT IS EXPRESSLY UNDERSTOOD THAT ASSIGNOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OR STATE OF REPAIR OF THE ASSETS, THEIR VALUE, QUALITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY USES OR PURPOSES, NOR AS TO THE CURRENT VOLUME, NATURE, QUALITY, CLASSIFICATION, OR VALUE OF THE OIL, GAS OR OTHER MINERAL RESERVES THEREUNDER OR COVERED THEREBY, NOR WITH RESPECT TO ANY APPURTENANCES THERETO BELONGING OR IN ANY WISE APPERTAINING TO THE ASSETS, OR OTHERWISE.
- 3.3. ASSIGNEE ACKNOWLEDGES THAT THE ASSETS HAVE BEEN USED FOR EXPLORATION, DEVELOPMENT AND PRODUCTION OF OIL AND GAS AND THAT THERE MAY BE PETROLEUM, PRODUCED WATER, WASTES OR OTHER SUBSTANCES OR MATERIALS LOCATED IN, ON OR UNDER THE ASSETS OR ASSOCIATED WITH THE ASSETS. EQUIPMENT AND SITES INCLUDED IN THE ASSETS MAY CONTAIN ASBESTOS, NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM") OR OTHER HAZARDOUS MATERIALS. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS AND EQUIPMENT AS SCALE, OR IN OTHER FORMS. THE WELLS, MATERIALS AND EQUIPMENT LOCATED ON THE ASSETS OR INCLUDED IN THE ASSETS MAY CONTAIN NORM, ASBESTOS AND OTHER WASTES OR HAZARDOUS MATERIALS. NORM CONTAINING MATERIAL AND/OR OTHER WASTES OR HAZARDOUS SUBSTANCES MAY HAVE COME IN CONTACT WITH VARIOUS ENVIRONMENTAL MEDIA, INCLUDING WATER, SOILS OR SEDIMENT. SPECIAL PROCEDURES MAY BE REQUIRED FOR THE ASSESSMENT, REMEDIATION, REMOVAL, TRANSPORTATION OR DISPOSAL OF ENVIRONMENTAL MEDIA, WASTES, ASBESTOS, NORM AND OTHER HAZARDOUS SUBSTANCES FROM THE ASSETS.

4. Miscellaneous.

4.1. Conflict. If there is a conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control to the extent of the conflict or inconsistency. Assignor and Assignee intend that the terms of the Purchase Agreement remain separate and distinct from, not merge into the terms and survive the delivery of this Assignment to the extent provided for in the Purchase Agreement.

4.2. Cooperation. In addition to this Assignment, Assignor shall execute, acknowledge, and deliver to Assignee, in a timely manner and without further consideration, any documents or

instruments that Assignee may reasonably require, including, without limitation, further assignments or conveyances required by any state or federal authority, deeds, and consents to further evidence the assignment and conveyance of the Assets by Assignor to Assignee.

4.3. Choice of Law. This Assignment will be interpreted, construed and enforced in accordance with the laws of the State of Kansas, without giving effect to any rules or principles of conflicts of law that might otherwise refer to the laws of another jurisdiction.

4.4. Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.


4.5. Counterparts. This Assignment may be executed in multiple counterparts, each of which will be an original instrument, but all of which will constitute one assignment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, Assignor has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

ASSIGNOR:

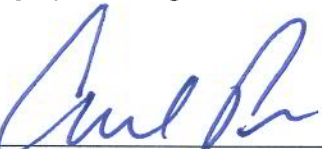
FUTURE ACQUISITION IV, LLC

By: 

Carl Price
Manager

CORGRAY ENERGY, LP

By: Corgray Holdings LLC, General Partner

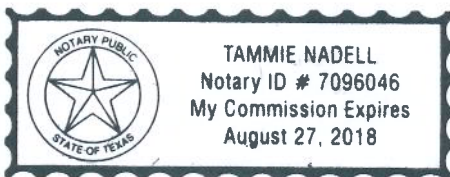
By: 

Carl Price
Manager

ASSIGNOR ACKNOWLEDGMENTS

STATE OF Texas §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on this 15th day of June, 2018, by Carl Price, as Manager, of Future Acquisition IV, LLC, a Texas limited liability company, on behalf of such limited liability company.

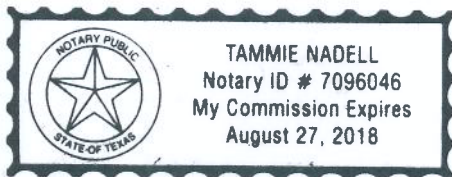


Tammie Nadell
Notary Public, State of Texas

My Commission Expires: August 27, 2018

STATE OF Texas §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on this 15th day of June, 2018, by Carl Price, as Manager of Corgray Holdings LLC, a Texas limited liability company, on behalf of such limited liability company, in its capacity as General Partner of Corgray Energy, LP, a Texas limited partnership.



Tammie Nadell
Notary Public, State of Texas

My Commission Expires: August 27, 2018

IN WITNESS WHEREOF, Assignee has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

ASSIGNEE:

SIENA NATURAL RESOURCES, LLC

By: Jack McClendon
Jack McClendon
Chief Executive Officer

STATE OF Oklahoma §

COUNTY OF Oklahoma §

This instrument was acknowledged before me on this 15th day of June, 2018, by Jack McClendon, as Chief Executive Officer of Siena Natural Resources, LLC, an Oklahoma limited liability company, on behalf of such limited liability company.



Lori Bell
Notary Public, State of Oklahoma

My Commission Expires: 1/19/22

EXHIBIT B

WELLS

Well Name	API Number	County / State
Holy Cow	1503524445	Cowley County, Kansas
Don Julio	1503524562	Cowley County, Kansas
Bogner	1503524538	Cowley County, Kansas
Titos 1	1503524544	Cowley County, Kansas
Titos 2	1503524546	Cowley County, Kansas
Samms	1503524660	Cowley County, Kansas
Tito's SWD	1503524555	Cowley County, Kansas
Herradura*	1503524579	Cowley County, Kansas

*This well is "wellbore-only" well with no leasehold acreage attributable to it.