

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 _____

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 CHEYENNE §
COUNTY OF KANSAS §

KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment"), effective January 1, 2018 (the "Effective Date"), is from **PRIME OPERATING COMPANY, PRIMEENERGY MANAGEMENT CORPORATION**, and **PRIMEENERGY CORPORATION**, with an address of 9821 Katy Freeway, Ste. 1050, Houston, Texas 77024, (hereinafter referred to as "ASSIGNOR" - whether one or more) to **FOUNDATION ENERGY FUND V-B HOLDING, LLC, FOUNDATION ENERGY FUND V-A, L.P.**, and **FOUNDATION ENERGY FUND VI-A, L.P.** with an address of 1801 Broadway, Suite 1500, Denver, Colorado 80202 (hereinafter referred to as "Assignee" – whether one or more).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does sell, assign, transfer, grant, bargain and convey to Assignee, in the following undivided proportions:

31.362180% - Foundation Energy Fund V-B Holding, LLC
18.637820% - Foundation Energy Fund V-A, L.P.
50.000000% - Foundation Energy Fund VI-A, L.P.,

all of Assignor's right, title and interest in and to the following real and personal property interests (collectively, the "Properties"):

1. All Assignor's right, title and interest, whether record, contractual, legal, equitable, possessory or non-possessory, in the oil and gas leases more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Leases");
2. All real and personal property interests relating to the Leases, including but not limited to all wells, including but not limited to the wells described in Exhibit "A" and made a part hereof for all purposes (the "Wells"), and also all well equipment, surface equipment, and all other personal property, fixtures and equipment used on or in connection with the Wells, Leases and other rights herein assigned, whether located on the lands described on

Exhibit "A" or elsewhere (the "Equipment");

3. All of Seller's right, title and interest in and to any pooling designations, unit declarations or agreements, unitization agreements, operating agreements, unit operating agreements, and all other such agreements relating to the Properties and/or to the production therefrom or attributable thereto, INSO FAR AND ONLY INSO FAR as the same are attributable to or affect the Leases, Wells and other rights herein assigned;
4. All Assignor's right, title and interest in the oil, gas, casinghead gas, condensate, sulfur, natural gas liquids, other liquid or gaseous hydrocarbons or any combination thereof and sulphur and other minerals of every kind and character extracted from or produced from the Leases, Wells and other rights herein assigned (hereinafter collectively referred to as "Proceeds"); and
5. All surface use agreements, sales, purchase, exchange, gathering, transportation, compressor rental and service agreements and other contracts, permits, easements, agreements, joint ventures, instruments, files, records, flow lines, pipelines and gathering systems, accounts, deposits, all warehouse stock and other material or equipment related to the operation of the Leases, Wells and other rights herein assigned or the production therefrom or attributable thereto, whether or not specifically listed in this Assignment, whether located on the lands or Leases described on Exhibit "A" or elsewhere.

This Assignment is made subject to the following terms and conditions:

- A. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Properties. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Properties.
- B. Assignee hereby agrees to assume, and to timely pay and perform, all duties, obligations and liabilities relating to the ownership and/or operation of the Properties after the Effective Date, regardless of whether such duties, obligations and liabilities are listed on Exhibit "A", reflected or indicated of record, or disclosed to Assignee. Assignor hereby agrees to retain, and to timely pay, all obligations and liabilities relating to the ownership and/or operation of the Properties prior to the Effective Date.

- C. Notwithstanding anything herein to the contrary, this Assignment and Bill of Sale does not, and is not intended to assign or convey any overriding royalty interests, fee mineral or royalty interests in, under or related to the Properties.
- D. By the execution and delivery of this Assignment and Bill of Sale, Assignor makes and shall make no representation or warranty, express or implied, of any kind or nature whatsoever with respect to the Properties, and expressly disclaims all such warranties. Without limiting the generality of the foregoing, Assignor makes and shall make no express or implied warranties as to matters of title, including whether the Properties have been and are currently maintained by production or continuous operations per the terms of the Leases and other agreements affecting the Properties (other than Assignor's special warranty of title), zoning, tax consequences, physical or environmental condition (surface or subsurface), evaluation, governmental approvals, governmental regulations, drainage, or any other matter or thing relating to or affecting the Properties ("Disclaimed Matters"). Assignee agrees and represents that, with respect to the Properties, Assignee has not relied upon and will not rely upon any such representation or warranty, either directly or indirectly, except for Assignors' special warranty of title. Except for Assignor's special warranty of title, Assignor shall sell and convey to Assignee, and Assignee shall accept the Properties, "AS IS," "WHERE IS," and "WITH ALL FAULTS AND SUBJECT TO ALL MATTERS AFFECTING TITLE TO THE PROPERTIES AT THE TIME OF ASSIGNOR'S CONVEYANCE OF SAME TO ASSIGNEE." Assignor has not made any oral agreements, warranties, or representations collateral to or affecting the Properties.
- E. Assignee is, or prior to Closing will become, familiar with the Properties and it is a knowledgeable, experienced and sophisticated investor in the oil and gas business, and is aware of its inherent risks. Assignee acknowledges and affirms that it has relied, and will continue to rely, solely upon its own independent analysis, evaluation and investigation of, and judgment with respect to, the business, economic, legal, tax or other consequences of this transaction. Assignee has conducted its own independent evaluation and due diligence with respect to the Properties and will rely solely on that evaluation, due diligence and Assignor's special warranty of title. Assignee agrees to assume the risk that its independent evaluation and due diligence may not reveal all adverse matters, including (without limitation) the Disclaimed Matters. Assignee acknowledges that it has been afforded a sufficient opportunity to examine and evaluate the Properties (including the physical and environmental condition of the Properties), and further including Assignor's records, files, and data relating to the Properties, and any applicable public data. Assignee recognizes that information and materials concerning the Properties provided by Assignor

was obtained from a variety of sources, which may affect its accuracy or completeness. Assignor has not made any representations or warranties, express or implied, written or oral, as to the accuracy or completeness of the records, files, and data, or any other information relating to the Properties furnished or to be furnished to Assignee or its representatives by or on behalf of Assignor, including any estimate of the value of the Properties or reserves, quality of title, or any projections as to future events.

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns forever; and for the same consideration, without limiting the rights herein assigned in any way - being all right, title and interest of Assignor in the Properties as described hereinabove and on Exhibit "A" attached hereto. This Assignment is made by Assignor with special warranty of title, by, through and under Assignor only, but not otherwise.

This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment may be executed in multiple counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

*****Remainder of page intentionally left blank – signature pages follow*****

Executed as of the (respective) acknowledgment date(s) below, but effective for all purposes as of January 1, 2018, (the "Effective Date").

ASSIGNOR:

PRIME OPERATING COMPANY
PRIMEENERGY MANAGEMENT CORPORATION
PRIMEENERGY CORPORATION

By: *Beverly A. Cummings*
Name: Beverly A. Cummings
Title: Executive Vice President

Executed as of the (respective) acknowledgment date(s) below, but effective for all purposes as of January 1, 2018, (the "Effective Date").

ASSIGNEE:

FOUNDATION ENERGY FUND V-B HOLDING, LLC

By: Foundation Energy Management, LLC

Its Manager

By:  _____

Name: Joel P. Sauer

Title: Executive Vice President

FOUNDATION ENERGY FUND V-A, L.P.

By: Foundation Energy Management, LLC

Its Manager

By:  _____

Name: Joel P. Sauer

Title: Executive Vice President

FOUNDATION ENERGY FUND V1-A, L.P.

By: Foundation Energy Management, LLC

Its Manager

By:  _____

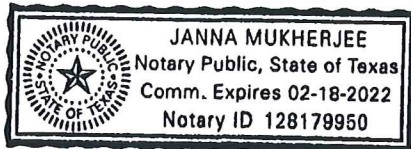
Name: Joel P. Sauer

Title: Executive Vice President

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me, a Notary Public, on this 21st day of March, 2018, by Beverly A. Cummings, as Executive Vice President of PrimeEnergy Corporation, a Delaware corporation, PrimeEnergy Management Corporation, a New York corporation, and Prime Operating Company, a Texas corporation, on behalf of said corporations.



Janna Mukherjee
Notary Public in and for State of Texas

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me, a Notary Public, on this ____ day of _____, 2018, by Joel P. Sauer, as Executive Vice President of Foundation Energy Fund V-B Holding, LLC, a Texas limited liability company, on behalf of said company.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me, a Notary Public, on this ____ day of _____, 2018, by Joel P. Sauer, as Executive Vice President of Foundation Energy Management, LLC, a Delaware limited liability company, as General Partner of both Foundation Energy Fund V-A, L.P. and Foundation Energy Fund VI-A, L.P., on behalf of said limited partnerships.

Notary Public

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me, a Notary Public, on this ____ day of _____, 2018, by Beverly A. Cummings, as Executive Vice President of PrimeEnergy Corporation, a Delaware corporation, PrimeEnergy Management Corporation, a New York corporation, and Prime Operating Company, a Texas corporation, on behalf of said corporations.

Notary Public in and for State of Texas

STATE OF Oklahoma §
COUNTY OF Creek §

This instrument was acknowledged before me, a Notary Public, on this 29th day of March, 2018, by Joel P. Sauer, as Executive Vice President of Foundation Energy Management, LLC, a Texas limited liability company, as sole Manager of Foundation Energy Fund V-A, L.P., Foundation Energy Fund VI-A, L.P., and Foundation Energy Fund V-B Holding, LLC., on behalf of said companies.

Sprenda D. Cheatwood
Notary Public