

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

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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 AND BILL OF SALE

STATE OF KANSAS §
 §
COUNTY OF CLARK §

KNOW ALL MEN BY THESE PRESENTS:

Effective as of June 1, 2018, (“Effective Date”), COBRA OIL & GAS CORPORATION, whose address is 2201 Kell Blvd., Wichita Falls, TX 76308, as Operator, and the undersigned parties, as Non-Operators, (collectively referred to as “Assignor”), for good and valuable cash consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations and conditions herein contained, do hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER and ASSIGN unto QUAIL OIL & GAS, LC, P. O. Box K, Garden City, Kansas 67846 (“Assignee”), all of Assignor’s right, title and interest in and to the following assets (collectively, the “Assets”):

- a) the leasehold estate in and to the oil, gas and mineral leases described in Exhibit “A” (the “Leases”)
 - b) all rights incident to the Leases, including without limitation, (i) all rights with respect to the use and occupation of the surface of and the subsurface depths under the Leases; and (ii) all rights with respect to any pooled, communitized or unitized acreage by virtue of the Leases being a part thereof, including all Hydrocarbon (as defined below) production after the Effective Date attributable to the Leases or any such pool or unit allocated to the Leases;
 - c) to the extent assignable or transferable, all easements, rights-of-way, surface leases, servitudes, permits, licenses, franchises and other estates or similar rights and privileges directly or indirectly related to or used in connection with the Leases (the “Easements”);
 - d) to the extent assignable or transferable, all personal property, equipment, fixtures, inventory and improvements located on or used in connection with the Leases and the Easements or with the production, treatment, sale, or disposal of oil, gas, or other hydrocarbons (collectively “Hydrocarbons”), byproducts or waste produced therefrom or attributable thereto, including without limitation, all wells located on the lands covered by the Leases or on lands with which the Leases may have been pooled, communitized or unitized (whether producing, shut-in or abandoned, and whether for production, injection or disposal), including without limitation, the wells, well head equipment, pumps, pumping units, flowlines, gathering systems, piping, tanks, buildings, treatment facilities, injection facilities, disposal facilities, compression facilities and other materials, supplies, equipment, facilities and machinery (collectively, “Personal Property”);
 - e) to the extent assignable and transferable, all contracts, agreements and other arrangements that directly relate to the Leases or Easements, including without limitation, production sales contracts, farmout agreement, operating agreement, service agreements and similar arrangements (collectively, the “Contracts”);
 - f) all proceeds and other interests, including, without limitation cash and interest in production imbalances, attributable to production for the Assets occurring on or after the Effective Date.
- This Assignment and Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, and the execution of any counterpart shall be effective as to the executing party even though such counterpart is not executed by any other party.

TO HAVE AND TO HOLD all of said Assets unto Assignee, its successors and assigns forever. This Assignment is made and accepted expressly subject to the following terms and conditions:

1. EXCEPT WITH RESPECT TO CLAIMS ARISING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE. THIS ASSIGNMENT IS MADE WITHOUT ANY WARRANTY OF ANY KIND TO THE ASSETS INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, WHETHER EXPRESSED, IMPLIED OR STATUTORY.
2. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY AS TO THE CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, FIXTURES AND ITEMS OF MOVABLE PROPERTY COMPRISING ANY PART OF THE ASSETS, IT BEING EXPRESSLY UNDERSTOOD THAT SAID PERSONAL PROPERTY, FIXTURES, EQUIPMENT AND ITEMS ARE BEING CONVEYED TO ASSIGNEE "AS IS" AND "WHERE IS" AND WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED, AND ASSIGNEE ACCEPTS SUCH ASSETS IN THEIR PRESENT CONDITION WITH ALL FAULTS.
3. Assignee will bear all expenses which are incurred in respect of the Assets after the Effective Date and Assignee will receive all proceeds in respect of the Assets attributable to the period after the Effective Date and Assignor will bear all expenses which are incurred in respect of the Assets before the Effective Date, and Assignor will receive all proceeds collectible in respect of the Assets attributable to the period prior to the Effective Date (regardless of whether such proceeds are received prior to or after the Effective Date).
4. Assignor shall execute and deliver to Assignee, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Assignee the Assets.
5. Unless provided otherwise, all recording references contained in the exhibits attached hereto are to the official property records of the county and state in which the Assets are located. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, their respective successors and assigns.

ASSIGNOR:

COBRA OIL & GAS CORPORATION

By 
Robert W. Osborne, Vice President

Wilma Dillard O'Connell

F. T. JOHNSON JR. FAMILY LP

By Greg H. Johnson, President

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ASSIGNOR:

COBRA OIL & GAS CORPORATION

By *Wd*
Robert W. Osborne, Vice President

Wilma Dillard O'Connell
Wilma Dillard O'Connell

F. T. JOHNSON JR. FAMILY LP

By _____
Greg H. Johnson, President

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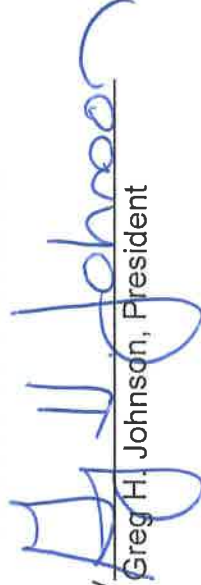
ASSIGNOR:

COBRA OIL & GAS CORPORATION

By 
Robert W. Osborne, Vice President

Wilma Dillard O'Connell

F. T. JOHNSON JR. FAMILY LP

By 
Greg H. Johnson, President

MONARCH RESOURCES, LTD.

By 
Leland A. Hodges, President

NOMAD IMPORTS & INVESTMENTS

By Douglas C. Sandridge, President

GLEN A. WAUGH REVOCABLE TRUST

By Glen A. Waugh, Trustee

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF WICHITA §

This instrument was acknowledged before me on _____, 2018 by
Robert W. Osborne, as Vice President of COBRA OIL & GAS CORPORATION.

NOTARY PUBLIC

STATE OF TEXAS §
COUNTY OF WICHITA §

This instrument was acknowledged before me on _____, 2018 by
WILMA DILLARD O'CONNELL.

NOTARY PUBLIC

MONARCH RESOURCES, LTD.

By _____
Leland A. Hodges, President

NOMAD IMPORTS & INVESTMENTS

By  _____
Douglas C. Sandridge, President

GLEN A. WAUGH REVOCABLE TRUST

By _____
Glen A. Waugh, Trustee

ACKNOWLEDGEMENTS

STATE OF TEXAS §
COUNTY OF WICHITA §

This instrument was acknowledged before me on _____, 2018 by
Robert W. Osborne, as Vice President of COBRA OIL & GAS CORPORATION.

NOTARY PUBLIC

STATE OF TEXAS §
COUNTY OF WICHITA §

This instrument was acknowledged before me on _____, 2018 by
WILMA DILLARD O'CONNELL.

NOTARY PUBLIC

STATE OF TEXAS §

COUNTY OF WICHITA §

This instrument was acknowledged before me on July 13, 2018 by
Greg H. Johnson, as President of F. T. JOHNSON JR. FAMILY, LP.



Barnita Cheek

NOTARY PUBLIC

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on _____, 2018 by
Leland A. Hodges, as President of MONARCH RESOURCES, LTD.

NOTARY PUBLIC

STATE OF COLORADO §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2018 by
Douglas C. Sandridge, President of NOMAD IMPORTS & INVESTMENTS.

NOTARY PUBLIC

STATE OF OKLAHOMA §

COUNTY OF WOODWARD §

This instrument was acknowledged before me on _____, 2018 by
Glen A. Waugh, Trustee of GLEN A. WAUGH REVOCABLE TRUST.

NOTARY PUBLIC

STATE OF TEXAS §

COUNTY OF WICHITA §

This instrument was acknowledged before me on _____, 2018 by
Greg H. Johnson, as President of F. T. JOHNSON JR. FAMILY, LP.

NOTARY PUBLIC

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on August 1st, 2018 by
Leland A. Hodges, as President of MONARCH RESOURCES, LTD.



Tarrilee Edland
NOTARY PUBLIC

STATE OF COLORADO §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2018 by
Douglas C. Sandridge, President of NOMAD IMPORTS & INVESTMENTS.

NOTARY PUBLIC

STATE OF OKLAHOMA §

COUNTY OF WOODWARD §

This instrument was acknowledged before me on _____, 2018 by
Glen A. Waugh, Trustee of GLEN A. WAUGH REVOCABLE TRUST.

NOTARY PUBLIC

STATE OF TEXAS §
COUNTY OF WICHITA §

This instrument was acknowledged before me on _____, 2018 by
Greg H. Johnson, as President of F. T. JOHNSON JR. FAMILY, LP.

NOTARY PUBLIC

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on _____, 2018 by
Leland A. Hodges, as President of MONARCH RESOURCES, LTD.

NOTARY PUBLIC

STATE OF COLORADO §
COUNTY OF Boulder §

This instrument was acknowledged before me on August 11, 2018 by
Douglas C. Sandridge, President of NOMAD IMPORTS & INVESTMENTS.



A handwritten signature in cursive script, appearing to read "Derond Whitley".

NOTARY PUBLIC

STATE OF OKLAHOMA §
COUNTY OF WOODWARD §

This instrument was acknowledged before me on _____, 2018 by
Glen A. Waugh, Trustee of GLEN A. WAUGH REVOCABLE TRUST.

NOTARY PUBLIC

STATE OF TEXAS §
COUNTY OF WICHITA §

This instrument was acknowledged before me on _____, 2018 by
Greg H. Johnson, as President of F. T. JOHNSON JR. FAMILY, LP.

NOTARY PUBLIC

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on _____, 2018 by
Leland A. Hodges, as President of MONARCH RESOURCES, LTD.

NOTARY PUBLIC

STATE OF COLORADO §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2018 by
Douglas C. Sandridge, President of NOMAD IMPORTS & INVESTMENTS.

NOTARY PUBLIC

STATE OF OKLAHOMA §
COUNTY OF WOODWARD §

This instrument was acknowledged before me on 7-9, 2018 by
Glen A. Waugh, Trustee of GLEN A. WAUGH REVOCABLE TRUST.

Andrea K. Smith

NOTARY PUBLIC 09000595

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE EFFECTIVE JUNE 1, 2018, FROM COBRA OIL & GAS CORPORATION ET AL, AS ASSIGNOR TO QUAIL OIL & GAS, LC, AS ASSIGNEE, COVERING CERTAIN LANDS IN CLARK COUNTY, KANSAS.

SCHEDULE OF LEASES AND PROPERTIES:

WELL NAME: Gardiner 21 #1
DESCRIPTION: NE/4 of Section 21; NW/4 of Section 22, Township 34 South, Range 24 West, Clark County, Kansas

WELL NAME: Taylor 27 #1
DESCRIPTION: SW/4 of Section 26; NW/4; E/2 of Section 27, Township 34 South, Range 24 West, Clark County, Kansas

WELL NAME: Shutts 26 #2
DESCRIPTION: SE/4 of Section 22; W/2 of Section 23; NW/4 of Section 26, Township 34 South, Range 24 West, Clark County, Kansas

WELL NAME: Matthews 21-1
DESCRIPTION: SE/4 of Section 21; SW/4 of Section 22, Township 34 South, Range 24 West, Clark County, Kansas

OIL AND GAS LEASES:

Lease: 931-004-00
Date: 7/27/84
Lessor: WINFIELD W. WELLS ET UX
Lessee: STRONG'S, INC.
Recorded: Volume: 87, Page: 263
County: Clark State: Kansas

Lease: 931-005-0A
Date: 7/12/82
Lessor: FOSTER PETROLEUM CORP.
Lessee: LEWIS, HIPPLE AND ASSOCIATES
Recorded: Volume: 76, Page: 342
County: Clark State: Kansas

Lease: 931-005-0B
Date: 7/29/85
Lessor: CITIES SERVICE OIL & GAS
Lessee: A. R. DILLARD, JR.
Recorded: Volume: 95, Page: 111
County: Clark State: Kansas

Lease: 931-006-0A
Date: 7/12/82
Lessor: FOSTER PETROLEUM CORP.
Lessee: LEWIS, HIPPLE & ASSOCIATES
Recorded: Volume: 76, Page: 343
County: Clark State: Kansas

Lease: 931-006-0B
Date: 1/28/85
Lessor: CITIES SERVICE OIL & GAS
Lessee: A. R. DILLARD, JR.
Recorded: Volume: 91, Page: 380
County: Clark State: Kansas

Lease: 931-007-00
Date: 6/12/82
Lessor: IRENE BETSCHART
Lessee: LEWIS, HIPPLE AND ASSOCIATES
Recorded: Volume: 76, Page: 66
County: Clark State: Kansas

Lease: 931-008-00
Date: 6/10/82
Lessor: SARA FAIR SLEEPER
Lessee: LEWIS, HIPPLE AND ASSOCIATES
Recorded: Volume: 77, Page: 291
County: Clark State: Kansas

Lease: 931-009-00
Date: 6/15/82
Lessor: ALVA H. TAYLOR, JR. ET UX
Lessee: LEWIS, HIPPLE & ASSOCIATES
Recorded: Volume: 76, Page: 64
County: Clark State: Kansas

Lease: 931-010-00
Date: 6/12/82
Lessor: BERTHA M. GABBERT TRUST
Lessee: LEWIS, HIPPLE AND ASSOCIATES
Recorded: Volume: 76, Page: 71
County: Clark State: Kansas

Lease: 931-011-0A
Date: 6/01/84
Lessor: CLIFFORD H. SHUTTS, ET UX
Lessee: A. R. DILLARD, JR.
Recorded: Volume: 87, Page: 88
County: Clark State: Kansas

Lease: 931-012-0A
Date: 9/20/84
Lessor: FEDERAL LAND BANK
Lessee: STRONG'S, INC.
Recorded: Volume: 88, Page: 187
County: Clark State: Kansas

Lease: 931-012-0B
Date: 4/26/85
Lessor: HENRY C. GARDINER ET UX
Lessee: STRONG'S, INC.
Recorded: Volume: 92, Page: 66
County: Clark State: Kansas

Lease: 931-012-0C
Date: 9/20/84
Lessor: DAVID M. GREENE, TRUSTEE
Lessee: STRONG'S, INC.
Recorded: Volume: 92, Page: 65
County: Clark State: Kansas

Lease: 931-012-0D
Date: 8/13/85
Lessor: JOHN W. BERNS ET UX
Lessee: STRONG'S INC.
Recorded: 93, Page: 400
County: Clark State: Kansas

Lease: 931-012-0E
Date: 8/13/85
Lessor: FREDERIC A BERNS ET UX
Lessee: STRONG'S, INC.
Recorded: 94, Page: 385
County: Clark State: Kansas

Lease: 931-012-0F
Date: 8/13/85
Lessor: BEVERLY B HERSCHMAN ET VIR
Lessee: STRONG'S INC.
Recorded: 94, Page: 386
County: Clark State: Kansas

Lease: 931-012-0G
Date: 8/13/85
Lessor: ARNOLD BERNS III
Lessee: STRONG'S INC.
Recorded: 94, Page: 387
County: Clark State: Kansas

Lease: 931-012-0H
Date: 8/13/85
Lessor: MARY E GASSMAN
Lessee: STRONG'S INC.
Recorded: 94, Page: 389
County: Clark State: Kansas

Lease: 931-012-0I
Date: 8/13/85
Lessor: JEFFREY P. BERNS ET UX
Lessee: STRONG'S INC.
Recorded: 94, Page: 388
County: Clark State: Kansas

Lease: 931-012-0J
Date: 8/13/85
Lessor: ELVIN D. PERKINS, CONSERV
Lessee: STRONG'S INC.
Recorded: 95, Page: 363
County: Clark State: Kansas

Lease: 931-017-00
Date: 8/27/84
Lessor: DEAN E. MATTHEWS ET AL
Lessee: STRONG'S INC.
Recorded: 88, Page: 366
County: Clark State: Kansas

Lease: 931-018-00
Date: 8/27/84
Lessor: DEAN E. MATTHEWS ET AL
Lessee: STRONG'S INC.
Recorded: 88, Page: 367
County: Clark State: Kansas

**COBRA OIL & GAS CORPORATION
TRANSFER OF OPERATOR
SURFACE OWNER LIST**

GARDINER 21 #1

Henry C. Gardiner Revocable Trust
1182 CR Y
Ashland, KS 67831

TAYLOR 27 #1

Debbie D. Isenbart
P O Box 93
Englewood, KS 67840

SHUTTS 26 #2

Debbie D. Isenbart
P O Box 93
Englewood, KS 67840

MATTHEWS 21-1

Debbie D. & Vincent R. Isenbart
P O Box 93
Englewood, KS 67840