KOLAR Document ID: 1434861

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:	ttea with this form.					
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:					
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:					
Gas Gathering System:	Lease Name:					
Saltwater Disposal Well - Permit No.:						
Spot Location: feet from N / S Line	SecTwp R EW Legal Description of Lease:					
feet from E / W Line						
Enhanced Recovery Project Permit No.:						
Entire Project: Yes No	County:					
Number of Injection Wells **	Production Zone(s):					
Field Name:						
** Side Two Must Be Completed.	Injection Zone(s):					
Surface Pit Permit No.:	feet from N / S Line of Section					
(API No. if Drill Pit, WO or Haul)	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:					
Table operator o Hamo a Address.						
	Date:					
Title:	Signature:					
New Operator's License No.	Contact Person:					
New Operator's Name & Address:	Phone:					
The special of the second seco						
	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	is acknowledged as					
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit					
Permit No.: Recommended action:						
. neconinencea action.	permitted by No.:					
Data	Data					
Date: Authorized Signature	Date:					
DISTRICT EPR	PRODUCTION UIC					

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Side Two

Must Be Filed For All Wells

* Lease Name: .			* Location:			
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S	on Line	Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)	
		Circle FSL/FNL	<i>Circle</i> 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			
			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.

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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: SecTwpS. R East West County: Well #:
Surface Owner Information: Name:	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.
the KCC with a plat showing the predicted locations of lease roads, tall	odic Protection Borehole Intent), you must supply the surface owners and nk batteries, pipelines, and electrical lines. The locations shown on the plat on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
owner(s) of the land upon which the subject well is or will be	Act (House Bill 2032), I have provided the following to the surface located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.
KCC will be required to send this information to the surface of	acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this as of the surface owner by filling out the top section of this form and KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CF	g fee with this form. If the fee is not received with this form, the KSONA-1 P-1 will be returned.
I hereby certify that the statements made herein are true and correct to	to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (hereinafter referred to as the "Assignment"), effective as of January 1, 2019, hereinafter referred to as the "Effective Time", is from **Quail Oil & Gas, LC**, whose address is PO Box K, Garden City, KS 67846 hereinafter referred to as "Assignor"), to **SAAW Operating, LLC**, whose address is PO Box 841, Protection, KS 67127 (hereinafter referred to as "Assignee");

WITHESSETH:

Assignor represents that it owns all the working interest in the oil and gas leases and the wells described in Exhibit A Parts 1 & 2, described herein as "Interests". It is Assignee's express intent to acquire 100% (100 percent) of Assignor's working interest in the "Interests" as they apply

For valuable consideration, and the covenants and conditions set forth herein, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor hereby assigns, transfers, grants, bargains, sells and conveys to Assignee the following (all of which are herein referred to as the "Interests"):

- 1. An undivided 100% of Assignor's right, title and interest in and to the oil and gas leases described in Exhibit A, Part 1, attached hereto (the "Leases"), covering the lands described in Exhibit A (the "Land"), together with all the property and rights appurtenant or incident thereto, including without limitation (a) all rights of Assignor in oil, gas and associated substances and other minerals produced or producible from or attributable to the Leases or to any units, pooled areas or communitized areas that cover or include all or any portion of the Leases, and (b) all rights of Assignor in, to and under all operating agreements, exploration agreements, pooling or unitization agreements, farmout agreements, joint venture agreements, product purchase and sales contracts, pipeline and transportation agreements, processing and treatment agreements, leases, permits, right-of-way, easements, licenses, options, orders, contracts and instruments in any relating to the Leases and the Land, and all amendments to any of the foregoing.
- 2. An undivided 100% of Assignor's right, title and interest in and to the certain wells described in Exhibit "A", Part 2, (herein referred to as the "Wells"), together with the personal property, fixtures, improvements and other property, whether real, personal, or mixed, now or as of the Effective Time on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, injection, treatment, sale or disposal of hydrocarbons and all other substances produced therefrom or attributable thereto, including without limitation well equipment, casing, tubing, tanks, rods, tanks batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, pumps, motors, machinery, injection facilities, disposal facilities, field separators and liquid extractors, compressors, pipelines, gathering systems, power line, telephone and telegraph lines, roads, equipment leases, trailers, inventory in storage and all other appurtenances thereunto belonging.
- 3. An undivided 100% of Assignor's interest in options, farmout agreements, exploration agreements and other agreements granting to Assignor the right to earn or otherwise acquire interests in the Wells.

TO HAVE AND TO HOLD the Interests unto Assignee, and its successors and assigns, forever. With respect to the Wells, personal property and equipment assigned hereby, this Assignment is made by

Assignor and accepted by Assignee without representations, covenants or warranties as to title, either expressed or implied. This Assignment is executed by Assignor without any express or implied warranty or representation as to the merchantability of any of the equipment or its fitness for any purpose, and without any other express or implied warranty or representation whatsoever. It is understood and agreed that Assignee shall have inspected the property and premises and satisfied itself as to its physical and environmental condition, both surface and subsurface, and that Assignee shall accept all of the same in its "as is, where is" condition. In addition, Assignor makes no warranty or representation, express or implied, as to the accuracy or completeness of any data, information or materials heretofore or hereafter furnished Assignee in connection with the Interests, or as to the quality or quantity of hydrocarbon reserves (if any) attributable to the Interests or the ability of the Interests to produce hydrocarbons. Any and all such data, information and other materials furnished by Assignor is provided Assignee as convenience and any reliance on or use of the same shall be at Assignee's sole risk.

By execution hereof, Assignee hereby assumes and agrees to pay and discharge or cause to be paid and discharged, from and after the Effective Time hereof, to perform or cause to be performed, all of Assignor's obligations and liabilities arising and attributable to times on or after Effective Time incurred in the ordinary course of operation of the Interest on or after the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), instruments and other commitments to which the Interests are subject, and Assignor hereby agrees to pay and discharge or cause to be paid, performed and discharged, all obligations and liabilities to times before the Effective Time incurred in the ordinary course of operation of the Interests before the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), pipeline construction, instruments, and other commitments to which the Interests are subject. As further consideration for this Assignment, Assignee expressly agrees to and does assume any and all liability and cost associated with the interest conveyed herein for the plugging and abandonment of the wells described in Exhibit "A", Part 2.

Assignor will execute and delivery all such other additional instruments and documents and will do all such other acts and things as may be necessary more fully to assure to Assignee or its successors or assigns that all of the respective rights and interests herein and hereby granted or intended to be granted are granted.

By its acceptance of the terms of this Agreement and Bill of Sale, Assignee shall comply with and does hereby assume and agree to perform as to matters attributable to times on and after the Effective Time, Assignee's proportionate part of all express and implied covenants, obligations and reservations contained in the Leases, and the Interests assigned herein are subject to and shall bear their proportionate share of all existing recorded lease burdens, overriding royalty interest and payments out of production relating to the Leases as of the Effective Time.

This Agreement may be executed by Purchaser and Seller in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Electronic and fax signatures shall be considered binding.

The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

Executed this 2 nd day of 1 anuary 2019, however, to be effective for all purposes as of the Effective Time.
ASSIGNOR:
Quail Oil & Gas, LC BY:
ASSIGNEE:
SAAW Operating, LLC BY: 13.// Localized Name: William Woodward Title: Manager
ACKNOWLEDGEMENT
STATE OF KANSAS) COUNTY OF FORD) \$
This instrument was acknowledged before me on this 2nd day of January 2019 by Wray Valentine, as Manager of Quail Oil & Gas, LC, on behalf of said company.
Notary Public State of K5
My commission expires: 13-16-32
MoCofficial FRAZIER Notary Public State of Kansas My Commission Expires 12 1 22

b

ACKNOWLEDGEMENT

This instrument was acknowledged before me on this 2nd day of January 2019 by	STATE OF KANSAS)	§		
William Woodward, as Manager of SAAW Operating, LLC, on behalf of said company. William Woodward, as Manager of SAAW Operating, LLC, on behalf of said company. William Woodward, as Manager of SAAW Operating, LLC, on behalf of said company. William Woodward, as Manager of SAAW Operating, LLC, on behalf of said company. William Woodward, as Manager of SAAW Operating, LLC, on behalf of said company. William Woodward, as Manager of SAAW Operating, LLC, on behalf of said company. William Woodward, as Manager of SAAW Operating, LLC, on behalf of said company. William Woodward, as Manager of SAAW Operating, LLC, on behalf of said company. William Woodward, as Manager of SAAW Operating, LLC, on behalf of said company. William Woodward, as Manager of SAAW Operating, LLC, on behalf of said company. William Woodward, as Manager of SAAW Operating, LLC, on behalf of said company. William Woodward, as Manager of SAAW Operating, LLC, on behalf of said company. William Woodward, as Manager of SAAW Operating, LLC, on behalf of said company. William Woodward, as Manager of SAAW Operating, LLC, on behalf of said company.	COUNTY OF Ford	8		
My commission expires:	This instrument was acknowledged before William Woodward, as Manager of SAA	e me on this W Operating	g, LLC, on beh	alf of said company.
My commission expires:			MAC Notary Publ	ic State of K5
Notary Public				
Notary Public			,	MICHELLE ERAZIER
			•	Notary Public

Exhibit "A", Part 1 Comanche County, Kansas Leases

Attached to and made a part of that certain Assignment and Bill of Sale, effective as of January 1, 2019 between Quail Oil & Gas, LC (as "Assignor") and SAAW Operating, LLC (as "Assignee").

Lessor	Leasee	Legal Description	Lse Date	County	State	Book	Page
TOMMY G. JELLISON & ELVIRA V. JELLISON, HIS WIFE & GARY W. JELLISON & TERESA JELLISON, HIS WIFE	J FRED HAMBRIGHT, INC.	T33S-19W SEC 9: S/2	5/1/1998	Comanche	KS	87	83
BRENDA G. JELLISON, A SINGLE WOMAN	GRAVES DRILLING CO., INC.	T33S-19W SEC 9: S/2	5/1/1998	Comanche	KS	87	577
MARY C. SHAFER & RON SHAFER, HER HUSBAND		T33S-R19W Sec 11: SW/4 SE/4 & SE/4SE/4	9/1/1998	Comanche	KS	88	37
JACOB W. COLTER, A SINGLE MAN	GRAVES DRILLING CO., INC.	T33S-R19W Sec 11: NW/4SE/4, NE/4SE/4	9/1/1998	Comanche	KS	88	53
KIRBY MINERALS LC, A TEXAS LIMITED LIABILITY COMPANY	J FRED HAMBRIGHT, INC.	T33S-R19W Sec 11: E/2SE/4	11/10/1999	Comanche	KS	91	565
BANDERA MINERALS LLC AN OKLAHOMA LIMITED LIABILITY COMPANY; BANDERA MINERALS I LLC AN OKLAHOMA LIMITED LIABILITY COMPANY; BANDERA MINERALS II LLC AN OKLAHOMA LIMITED LIABILITY COMPANY	J FRED HAMBRIGHT, INC.	T33S-R19W Sec 11: E/2SE/4	11/10/1999	Comanche	KS	91	585
KENNETH I. COLTER, AS ATTORNEY IN FACT FOR LILLIAN J. THOMPSON, A SINGLE WOMAN	GRAVES DRILLING CO., INC.	T33S-19W: Sec 11: SW/4 NE/4	9/1/1998	Comanche	KS	88	45
ROBERT COLTER A/K/A ROBERT L. COLTER	GRAVES DRILLING CO., INC.	T33S-19W: Sec 11: N/2NE4, SE/4NE/4	9/1/1998	Comanche	KS	88	83
PATRICK A. MCGINLEY, TRUSTEE OF THE PATRICK A. MCGINLEY REVOCABLE TRUST U/T/D JANUARY 2, 1990	J FRED HAMBRIGHT, INC.	T33S-R19W Sec 11: NE/4	10/12/1999	Comanche	KS	91	449

J.R. MCGINLEY, JR., TRUSTEE OF THE J.R. MCGINLEY, JR. REVOCABLE TRUST U/T/D JANUARY 2, 1990	J FRED HAMBRIGHT, INC.	T33S-R19W Sec 11: NE/4	10/12/1999	Comanche	KS	91	379
LANROY INC.	J FRED HAMBRIGHT, INC.	T33S-R19W Sec 11: NE/4	10/12/1999	Comanche	KS	91	375
CLEROY INC.	J FRED HAMBRIGHT, INC.	T33S-R19W Sec 11: NE/4	10/12/1999	Comanche	KS	91	527
HELEN I. KANISS AND ROBERT P. KANISS, HER HUSBAND	J FRED HAMBRIGHT, INC.	T33S-R19W Sec 12: N/2	8/28/1998	Comanche	KS	88	61
NORMA DEANNE YOCUM	J FRED HAMBRIGHT, INC.	T33S-R19W Sec 12: N/2	6/17/1999	Comanche	KS	90	517
MID-AMERICAN OIL COMPANY	J FRED HAMBRIGHT, INC.	T33S-R19W Sec 12: N/2	6/1/1999	Comanche	KS	90	287
JEAN STACY SCHAUFFLER, A WIDOW	J FRED HAMBRIGHT, INC.	T33S-R19W Sec 12: N/2	6/17/1999	Comanche	KS	90	983
LINDA S. BROWN EXECUTRIX OF THE ESTATE OF CAROLYN M. COURTNEY, DECEASED	J FRED HAMBRIGHT, INC.	T33S-R19W Sec 12: N/2	5/5/2000	Comanche	KS	94	799
ALLEN C. LEE	J FRED HAMBRIGHT, INC.	T33S-R19W Sec 12: N/2	5/5/2000	Comanche	KS	94	523
FRANCES KAY SINCLAIR A MARRIED WOMAN DEALING WITH HER SOLE & SEPERATE PROPERTY	J FRED HAMBRIGHT, INC.	T33S-R19W Sec 12: N/2	5/6/2000	Comanche	KS	94	167
RONN K. LYTLE, TRUSTEE OF THE LYTLE FAMILY GST EXEMPT TRUST DATED 10-2 97	HAMBRIGHT, INC.	T33S-R18W Sec 8: NE/4	11/1/2001	Comanche	KS	97	867
RONN K. LYTLE, TRUSTEE OF THE LYTLE FAMILY GST EXEMPT TRUST DATED 10-2 97	HAMBRIGHT, INC	T33S-R18W Sec 8: NW/4	11/1/2001	Comanche	KS	97	873

ROBERT D HUCK AND SHERYL R HUCK, HUSBAND AND WIFE	LARIO OIL & GAS COMPANY		11/18/2010	Comanche	KS	113	333
		according to the government survey thereof EXCEPT a tract of land for highway purposes as recorded in Book 33 at Page 412 to wit: A tract of land lying in the NW/4 beginning at the NW corner of said section thence south 36.8 feet thence in an easterly direction to a point on the east line of said quarter section 35.9 feet south of the north line of said section thence north 35.9 feet to the north line of said section thence west along said section line to the place beginning containing .99 acres more or less exclusive of the existing highway					
ROBERT W. BRASS AND BETTY J. BRASS, HUSBAND & WIFE	LARIO OIL & GAS COMPANY	T33S R19W Sec 2: S2	4/1/2003	Comanche	KS	101	323

Exhibit "A", Part 2 Comanche County, Kansas Wells

Attached to and made a part of that certain Assignment and Bill of Sale as of January 1, 2019 between Quail Oil & Gas, LC (as "Assignor") and SAAW Operating, LLC (as "Assignee").

LEASE OR UNIT NAME	DESCRIPTION	OPERATOR NAME
Colter 1	33S-19W: NE Sec 11	Quail Oil & Gas, LC
Colter 2	33S-19W: SE Sec 11	Quail Oil & Gas, LC
Jellison A	33S-19W: W/2 Sec 9	Quail Oil & Gas, LC
Kaniss 1	33S-19W: N/2 Sec 12	Quail Oil & Gas, LC
Lytle 1-B	33S-18W: NW Sec 8	Quail Oil & Gas, LC
Brass A SWD	33S-19W: Sec 2	Quail Oil & Gas, LC