

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 _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

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

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

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|----------|------------------------------|--|-------------------|-----------------------------------|--------------------------------------|
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KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

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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: _____

LANDOWNERS - CHRISTABELLE (MORROW) UNIT & Odd Williams #2

TO BE NOTIFIED FOR TRANSFER OF OPERATOR

FINNEY COUNTY

SW $\frac{1}{4}$ SEC. 7-T21S-R34W

Marie Crist Fulk Trust
6415 East Tufts Avenue
Englewood, CO 80111-1165

NW $\frac{1}{4}$ SEC. 18-T21S-R34W

Judith Miller Willis, Trustee of
The Judith Miller Willis Revocable Trust Dated 3-28-91
3050 Oak Point Dr.
Lompac, CA 93436

SW $\frac{1}{4}$ SEC. 18-T21S-R34W

LANDOWNER
Kester Brothers Farm, LLC
5139 Westminster Place
St. Louis, MO 63108

KEARNY COUNTY

SE $\frac{1}{4}$ SEC. 11-T21S-R35W

LANDOWNER
Judith A. Vulgamore Trust
8250 S. Mesquite Rd.
Scott City, KS 67871-5045

N $\frac{1}{2}$ SEC. 11-T21S-R35W

Janis R. Whitham, Trustee, Carr Trust
PO Box J
Leoti, KS 67861

SW $\frac{1}{4}$ & W $\frac{1}{2}$ SE $\frac{1}{4}$ SEC. 12-T21S-R35W

Joan J. Williams Estate
Sean D. Williams, PR
711 Sunset Drive, Box 530
Lawrence, KS 66044-0530

E $\frac{1}{2}$ SE $\frac{1}{4}$ SEC. 12-T21S-R35W

Linville Minerals, LLC
13810 Metcalf Ave. Apt. 12927
Overland Park, KS 66223-7895

NW $\frac{1}{4}$ SEC. 13-T21S-R35W

William David Foster
2004 N. Belmont Place
Garden City, KS 67846

NE¼ SEC. 13-T21S-R35W

Wayne F. Miller and Carol J. Miller
1108 Main Street
Deerfield, KS 67838

N½SE¼ SEC. 13-T21S-R35W

LANDOWNERS

Judith Miller Willis, Trustee of
The Judith Miller Willis Revocable Trust Dated 3-28-91
3050 Oak Point Dr.
Lompoc, CA 93436

DATA ENTRY
LAND INDEX



Ulrike Lappin
ULRIKE LAPPIN,
FINNEY COUNTY REGISTER OF DEEDS

ASSIGNMENT AND BILL OF SALE

State of Kansas
Counties of Finney and Kearny

This Assignment and Bill of Sale ("this Assignment") is made and entered into by and between: **PetroSantander (USA) Inc.**, a Delaware corporation, 6363 Woodway, Suite 350, Houston, TX 77057 (herein, "Assignor") and **Charles N. Griffin**, with a current mailing address PO Box 347, Pratt, KS 67124.

For Ten and no/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, together with the performance by Assignee of the covenants, agreements, obligations, indemnities and conditions hereinafter contained, and duly acknowledged by Assignee herein, it is agreed between the parties hereto as follows:

1. **Assignment:** Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN AND TRANSFER, unto Assignee all of Assignor's rights, titles and interests in, to and under the oil and gas leases, properties, assets, rights and interests as described on Exhibit A attached hereto (herein, the "Assigned Premises"), subject to all of the covenants, conditions, agreements, obligations and indemnities contained therein or as set forth herein or referenced on said Exhibit "A". Assignor also transfers and assigns to Assignee as of the Effective Date (as defined hereinafter) all of Assignor's rights, titles and interests in and to all contracts, agreements, permits, easements, servitudes and rights-of-way pertaining to the Assigned Premises and necessary or useful to the operation thereof (hereinafter referred to as the "Assigned Contracts"), but excepting, reserving and retaining therefrom such portions thereof, if any, not covered or pertaining to the Assigned Premises. Assignee, by its signature to this Assignment adopts, ratifies and confirms the Assigned Contracts in all respects and from the Effective Date of this Assignment agrees to be substituted for Assignor as a party to the Assigned Contracts and agrees to assume all of Assignor's duties, obligations, liabilities, costs, expenses and responsibilities under said Assigned Contracts.

2. **Bill of Sale:** Assignor does hereby sell and convey unto Assignee all of Assignor's rights, titles and interests in and to all oil wells, gas wells, salt water disposal wells, water injection wells, water supply wells and any other wells, whether actively in service or not, located on and used in association with the Assigned Premises as of the Effective Date hereof (hereinafter referred to as the "Assigned Wells"), together with all personal property, equipment, facilities located on the Assigned Premises and useful or necessary for the operation thereof (hereinafter referred to as the "Assigned Personal Property").

3. **No Warranty nor Representation by Assignor:** TO HAVE AND TO HOLD the Subject Properties unto Assignee, its successors and assigns forever, **but without warranty of title of any kind**. Upon acceptance hereof, Assignee shall bear any and all operating costs and expenses related to the Subject Properties, including but not limited to plugging and abandonment obligations that now exist or may hereafter arise on any of the Assigned Premises.

Asset 51488

THIS ASSIGNMENT AND BILL OF SALE IS MADE ON AN "AS IS, WHERE IS" BASIS AND "WITH ALL FAULTS" AND WITHOUT WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH RESPECT TO ANY INTEREST OF ANY KIND HEREIN ASSIGNED AND CONVEYED, EITHER EXPRESS OR IMPLIED, IT BEING EXPRESSLY AGREED BY ASSIGNOR AND ASSIGNEE THAT ASSIGNOR MAKES NO WARRANTIES NOR REPRESENTATIONS WITH RESPECT TO ORIGIN, QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR USE, SAFETY OF EQUIPMENT, COMPLIANCE WITH GOVERNMENTAL REGULATIONS, AND/OR TITLE TO THE ASSIGNED WELLS AND/OR ASSIGNED PERSONAL PROPERTY, AS WELL AS THE QUANTITY, VALUE OR EXISTENCE OF RESERVES OF OIL, GAS OR OTHER MINERALS PRODUCIBLE OR RECOVERABLE FROM THE ASSIGNED PREMISES, ALL SUCH REPRESENTATIONS AND WARRANTIES BEING HEREBY EXPRESSLY EXCLUDED AND DENIED.

All descriptions set forth herein and all information heretofore or hereafter furnished to Assignee, in any manner, concerning the Assigned Premises, the Assigned Contracts, the Assigned Personal Property and/or the Assigned Wells have been furnished and for all purposes shall be deemed to have been furnished solely for Assignee's convenience and shall not constitute a representation nor a warranty of any kind by Assignor and any reliance thereon by Assignee shall be at Assignee's sole cost, risk, expense and liability.

ASSIGNEE EXPRESSLY WAIVES THE PROVISIONS OF ANY DECEPTIVE TRADE PRACTICES LAW, REGULATION OR STATUTE OR ANY SIMILAR LAWS, REGULATIONS OR STATUTES UNDER ANY JURISDICTION APPLICABLE AND WHETHER SAME MAY BE APPLICABLE OR NOT TO THE ASSIGNED PREMISES, ASSIGNED WELLS, ASSIGNED PERSONAL PROPERTY AND/OR ASSIGNED CONTRACTS.

4. Reservations: All oil in tanks above the pipeline or sales connection attributable to the Assigned Premises on the Effective Date hereof is not a part of this Assignment and Bill of Sale, but shall remain the property of the Assignor and shall be delivered to the pipeline company purchaser for the account of Assignor. All gas produced from and attributable to the Assigned Premises prior to the Effective Date and any proceeds attributable thereto shall not be a part of this Assignment and shall remain the property of Assignor. Assignor also reserves and retains any and all claims, demands or causes of action Assignor may have, as of the Effective Date against the purchaser or purchasers of production from or attributable to the Assigned Premises prior to the Effective Date. Assignor further reserves and retains any and all SCADA equipment currently located on the Assigned Premises, unless and until Assignee makes arrangements satisfactory to Assignor, at Assignor's sole discretion, to disconnect and isolate said SCADA equipment from Assignor's regional system.

5. Mutual Cooperation and Further Assurances: All parties hereto agree to execute such further documents or take such additional actions as may be required to fully consummate the transaction contemplated herein, including, but not limited to: A) transfer orders or amended division orders as may be reasonably required by the purchaser of production to facilitate the payment of revenues to Assignee,

attributable to production from the Assigned Premises after the Effective Date; B) Transfer of Operator forms (currently designated form T-1 with the Kansas Corporation Commission) as available online; and C) notify such other parties as may be required from time-to-time, such as utility and service providers and taxing authorities or other regulatory agencies of the transfers and assignments described herein.

6. Taxes, Payables and Receivables: All credits and payment obligations associated with the Assigned Premises including but not limited to royalties, lease and other form of contractual payments (including prepayments), ad valorem, property, and other forms of taxes, which have been paid by Assignor, or which have accrued prior to the Effective Date, shall be prorated between Assignor and Assignee as of the Effective Date. Assignor shall be responsible for all oil and gas production taxes and any other similar taxes applicable to oil and gas production occurring prior to the Effective Date, and Assignee shall be responsible for and assume all such taxes applicable to oil and gas production occurring on and after the Effective date. Assignee shall be responsible for all sales, use and similar taxes arising out of the sale and assignment herein of the Assigned Premises, Assigned Wells, and Assigned Personal Property. Assignee shall pay all state and local sales or use taxes applicable to the Assigned Premises, Assigned Wells and Assigned Personal Property and shall remit such amount to the appropriate taxing authority in accordance with applicable law. Assignee shall hold harmless and shall indemnify Assignor from and against any sales or use taxes assessed against Assignor by any taxing authority in respect to the sale and assignment of the Assigned Premises, Assigned Wells and Assigned Personal Property, including the amounts of any penalties, interest and attorney's fees. Any legal expenses incurred by Assignor to reduce or avoid any of the aforementioned taxes shall be paid or reimbursed to Assignor by Assignee.

After the Effective Date, Assignor will pay only that portion of invoices received pertaining to the interests assigned hereby that are applicable to work performed or material received in the period prior to the Effective Date; other charges and invoices will be returned to the vendor for re-billing to Assignee which Assignee hereby agrees to assume and pay. Similarly, after the Effective Date, Assignee will pay all or that portion, as applicable, of invoices received pertaining to the interests assigned hereby that are attributable to work performed or material received in the period on or after the Effective Date.

7. Indemnity of Assignor:

A) Assignee agrees to assume any responsibility which Assignor may have under applicable oil and gas leases assigned hereby and/or under applicable governmental laws, rules and regulations concerning plugging and abandonment of the Assigned Wells. In any instance where Assignee hereunder becomes responsible or liable for plugging and abandonment of any Assigned Well(s), Assignee agrees to release, protect, indemnify and hold Assignor harmless from any and all liabilities, damages, losses, claims, suits, causes of action, costs and expenses arising from, related to or in connection with Assignee's failure to plug and abandon such Assigned Wells. Any future assignment by Assignee of any interest acquired hereunder shall reference and describe Assignee's obligations to Assignor set forth herein.

B) Assignee agrees to protect, indemnify and hold harmless Assignor from and against any and all liabilities, losses, damages, injuries, claims, demands causes of action, costs and expenses therefor asserted or filed on or after the Effective Date in any way arising from, related to or in connection with operations or activities related to the interests assigned hereby, including but not limited to, acts or

omissions of Assignor, based on theories of negligence, willful misconduct, liability without fault or otherwise.

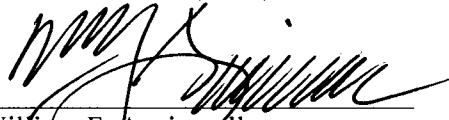
C) Assignee shall assume, perform, observe and comply with all covenants, terms and provisions, express or implied, contained in the agreements, leases, easements and all other contracts appertaining to all of Assignor's interests as assigned hereby, whether or not such covenants, terms and provisions are adequately described herein, and this Assignment is made expressly subject to such agreements, leases, easements and other contracts whether or not the same are herein specifically identified or appear of record in the county where such the Assigned Premises are located.

8. Broker's Fees: Assignor and Assignee warrant that neither has incurred any liability, contingent or otherwise, for brokers' or finders' fees relating to this Assignment for which the other party shall have any responsibility. All fees, costs and expenses incurred by Assignor or Assignee relating to the consummation of the transaction represented by this Assignment shall be paid by the party incurring same. All recording and transfer fees shall be paid by Assignee.

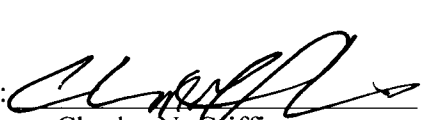
9. Effective Date: This Assignment shall be effective on January 1, 2019 at 7:00 A. M. Central Standard Time (herein referred to as the "Effective Date").

This Assignment, Bill of Sale and Conveyance Agreement is delivered by Assignor and accepted by Assignee subject to the terms and provisions in the oil, gas and/or mineral leases and other agreements as described on Exhibit "A". References herein and on Exhibit "A" to any such leases, contracts or other agreements shall not be deemed to ratify or create any rights in favor of third parties. This Assignment shall be binding upon, and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns. In witness whereof, Assignor has caused this Assignment to be executed as of the 14th day of ~~Feb~~ March, 2019, to be effective for all purposes as of the Effective Date.

ASSIGNOR
PETROSANTANDER (USA) INC.

By: 
William F. Aspinwall
Land Manager

ASSIGNEE

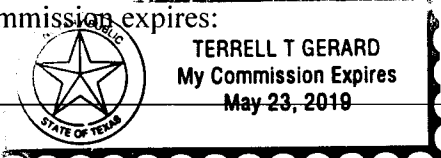
By: 
Charles N. Griffin

ACKNOWLEDGMENT

State of Texas
County of Harris

Before me, the undersigned Notary Public, in and for said state, on this 14th day of March, 2019, personally appeared **William F. Aspinwall, as Land Manager of PetroSantander (USA) Inc.**, to me known to be the identical person who subscribed his name to the foregoing instrument, for and on behalf of PetroSantander (USA) Inc. and who acknowledged to me that he executed the same as his free and voluntary act and deed, for and on behalf of said corporation, for the uses and purposes therein set forth. Witness my hand and official seal.

My commission expires:



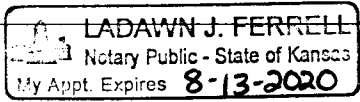
[Signature]
Notary Public

Terrell T. Gerard
(Type or Print Name)

State of ~~Texas~~ Kansas
County of Pratt

Before me, the undersigned Notary Public, in and for said state, on this 13 day of March, 2019, personally appeared **Charles N. Griffin**, to me known to be the identical person who subscribed his name to the foregoing instrument and who acknowledged to me that he executed the same as his free and voluntary act and deed, for and on behalf of the aforesaid entity, for the uses and purposes therein set forth. Witness my hand and official seal.

My commission expires:



[Signature]
Notary Public

LaDawn J Ferrell
(Type or Print Name)

EXHIBIT "A"

Attached to and made a part of Assignment and Bill of Sale from PetroSantander (USA) Inc.

All of Assignor's right, title and interest in and to the following oil and gas leases:

1. Crist Lease

That certain Oil and Gas Lease A) dated January 15, 2007, by and between Grace Virginia Crist, Lessor and PetroSantander (USA) Inc., Lessee, recorded in Book 280, Page 542, records of Finney County, Kansas, and B) dated October 25, 2007, by and between Marie Crist-Fulk as Trustee of the Marie Crist-Fulk Trust U/A dated July 20, 1994 Lessor and PetroSantander (USA) Inc., Lessee, recorded in Book 281, Page 616, records of Finney County, Kansas and covering the following described lands:

Township 21 South, Range 34 West, 6th P.M.

Section 7: Lots 3 and 4 and the E/2SW/4 (a/d/a the Southwest Quarter (SW¹/₄))

Finney County, Kansas

2. Kester Lease

That certain Oil and Gas Lease dated July 15, 1986, by and between Ruth Turner, et al Lessors and J. Fred Hambright, Lessee, recorded in Book 67, Page 3, records of Finney County, Kansas, and covering the following described lands:

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Finney County, Kansas

3. Vulgamore Trust Lease

That certain Oil and Gas Lease dated August 26, 2005, by and between Judith A. Vulgamore and Larry G. Vulgamore, Trustees under Trust dated March 7, 1996, Lessor and PetroSantander (USA) Inc., Lessee, recorded in Book 211, Page 524, records of Kearny County, Kansas, and covering the following described lands:

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Section 11: Southeast Quarter (SE¹/₄)

Kearny County, Kansas

4. Odd Williams Lease

That certain Oil and Gas Lease dated February 13, 1974, by and between Odd Williams, et al Lessors and Yucca Petroleum Co., Lessee, recorded in Book 47, Page 73, records of Kearny County, Kansas, and covering the following described lands:

Township 21 South, Range 35 West, 6th P.M.

Section 12: Southwest Quarter (SW¹/₄) and West Half of the Southeast Quarter (W¹/₂SE¹/₄)

Kearny County, Kansas

DEPTH LIMITS: FROM THE SURFACE DOWN TO AND INCLUDING THE STRATIGRAPHIC EQUIVALENT OF 5,163 FEET SUBSURFACE

5. Linville Lease

That certain Oil and Gas Lease dated May 2, 2006, by and between Elizabeth Linville-Ploger, Lessor and PetroSantander (USA) Inc., Lessee, recorded in Book 215, Page 51, records of Kearny County, Kansas, and covering the following described lands:

Township 21 South, Range 35 West, 6th P.M.

Section 12: East Half of the Southeast Quarter (E½SE¼)

Kearny County, Kansas

OIL/GAS RIGHTS AND DEPTH LIMITS: OIL RIGHTS AS TO ALL DEPTHS AND GAS RIGHTS BELOW THE DEPTH OF 3,200 FEET SUBSURFACE

6. Scott Lease:

That certain Oil and Gas Lease dated January 11, 1974, by and between Scott Associates Inc., Lessor and Yucca Petroleum Co., Lessee, recorded in Book 47, Page 65, records of Kearny County, Kansas, and covering the following described lands:

Township 21 South, Range 35 West, 6th P.M.

Section 13: Northwest Quarter (NW¼)

Kearny County, Kansas

DEPTH LIMITS: FROM THE SURFACE DOWN TO AND INCLUDING THE STRATIGRAPHIC EQUIVALENT OF 5,163 FEET SUBSURFACE

7. Unruh Lease:

That certain Oil and Gas Lease dated February 19, 1974, by and between Ervey A. Unruh and Norma J. Unruh, Lessor and Yucca Petroleum Co., Lessee, recorded in Book 47, Page 141, records of Kearny County, Kansas, and covering the following described lands:

Township 21 South, Range 35 West, 6th P.M.

Section 13: Northeast Quarter (NE¼)

Kearny County, Kansas

DEPTH LIMITS: FROM THE SURFACE DOWN TO AND INCLUDING THE STRATIGRAPHIC EQUIVALENT OF 5,163 FEET SUBSURFACE

8. Miller Lease

The following Oil and Gas Leases, including ratifications and/or extensions thereof:

| Date | Lessor | Lessee | Book/Page |
|------------|--------------------------------------|---------------------------|-----------|
| 02/01/2001 | William D. Foster Irrevocable Trust | PetroSantander (USA) Inc. | 176/171 |
| 01/23/2001 | Michael Andrew Foster | PetroSantander (USA) Inc. | 176/177 |
| 11/29/2000 | Norman F. Hampton | PetroSantander (USA) Inc. | 176/179 |
| 12/18/2000 | Karin Lynn Glass | PetroSantander (USA) Inc. | 176/181 |
| 12/20/2000 | Susan Althea Hoyer | PetroSantander (USA) Inc. | 176/183 |
| 02/20/2001 | Judith Miller Willis Revocable Trust | PetroSantander (USA) Inc. | 176/185 |
| 11/20/2001 | William David Foster | PetroSantander (USA) Inc. | 184/457 |
| 09/11/2003 | R. H. Hannifin | PetroSantander (USA) Inc. | 199/77 |
| 10/01/2003 | Nuevo Seis Limited Partnership | PetroSantander (USA) Inc. | 199/79 |
| 10/01/2003 | Arjo Properties, Ltd. | PetroSantander (USA) Inc. | 199/85 |
| 09/24/2003 | Mark A. Hannifin | PetroSantander (USA) Inc. | 199/87 |
| 02/01/2004 | Patricia Foster Whitham, et al | PetroSantander (USA) Inc. | 200/97 |

covering the following described lands:

Township 21 South, Range 35 West, 6th P.M.

Section 13: Southeast Quarter (SE $\frac{1}{4}$), Kearny County, Kansas

9. Carr Lease (as part of the Odd Williams #2 gas well unit):

That certain Oil and Gas Lease dated February 25, 1974, by and between Myron J. Carr, et ux, Lessor and Yucca Petroleum Co., Lessee, recorded in Book 47, Page 235, records of Kearny County, Kansas, and covering the following described lands, limited to rights from the surface down to 3,200 subsurface, specifically excluding depths below 3,200 feet:

Township 21 South, Range 35 West, 6th P.M.

Section 11: North Half (N $\frac{1}{2}$)

Kearny County, Kansas

10. Linville gas rights Lease (as part of the Odd Williams #2 gas well unit):

That certain Gas Lease dated February 17, 1974, by and between Thomas W. Linville, et ux, Lessor and W. R. Gray, Lessee, recorded in Book 53, Page 635, records of Kearny County, Kansas, and covering the following described lands, limited to gas rights only from the surface down to 3,200 subsurface, specifically excluding gas rights as to depths below 3,200 feet:

Township 21 South, Range 35 West, 6th P.M.

Section 12: East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$)

Kearny County, Kansas

11. Surface Lease for Central Tank Battery:

That certain Surface Lease Agreement dated July 17, 2007, by and between the Norma J. Unruh Trust, Lessor and PetroSantander (USA) Inc., Lessee, recorded in Book 222, Page 236, records of Kearny County, Kansas, providing for the right to use and occupy the surface of the following described lands:

Township 21 South, Range 35 West, 6th P.M.

Section 13: that portion of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) as described in the above-referenced Surface Lease Agreement, containing 2.5 acres, more or less, in Kearny County, Kansas

All of the above shall be construed to include any and all interests of Assignor herein in the above described lands and leases, specifically including working interests and overriding royalty interests or any other kind of interest, including, but not limited to the following properties:

A) the Christabelle (Morrow) Unit, the Unit Agreement for which appears of record Book 279, Page 944, records of Finney County and in Book 221, Page 506, records of Kearny County, and the Christabelle (Morrow) Unit Operating Agreement, recorded in Book 279, Page 945, records of Finney County and Book 221, Page 550, records of Kearny County; and

B) The Odd Williams #2 gas well, located in the SW $\frac{1}{4}$ of Section 12, T21S-R35W, including any interest in the consolidated gas operating unit described in Declaration of Gas Unitization, dated February 13, 1974 and recorded in Book 54, Page 585 of the records of Kearny County, Kansas.

STATE OF KANSAS }
KEARNY COUNTY } SS

This instrument was filed for record on the
14th day of March A.D. 2019 at
03:00 o'clock PM and duly recorded in
Book 290 of Record, at page 155

Melissa Genitzen

REGISTER OF DEEDS

Rec. Fee \$140.00

INDEXED
RECEPTION
COMPUTER
DIRECT
INDIRECT
NUMERICAL
ORIG. COMP



ASSIGNMENT AND BILL OF SALE

State of Kansas
Counties of Finney and Kearny

This Assignment and Bill of Sale ("this Assignment") is made and entered into by and between: **PetroSantander (USA) Inc.**, a Delaware corporation, 6363 Woodway, Suite 350, Houston, TX 77057 (herein, "Assignor") and **Charles N. Griffin**, with a current mailing address PO Box 347, Pratt, KS 67124.

For Ten and no/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, together with the performance by Assignee of the covenants, agreements, obligations, indemnities and conditions hereinafter contained, and duly acknowledged by Assignee herein, it is agreed between the parties hereto as follows:

1. **Assignment:** Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN AND TRANSFER, unto Assignee all of Assignor's rights, titles and interests in, to and under the oil and gas leases, properties, assets, rights and interests as described on Exhibit A attached hereto (herein, the "Assigned Premises"), subject to all of the covenants, conditions, agreements, obligations and indemnities contained therein or as set forth herein or referenced on said Exhibit "A". Assignor also transfers and assigns to Assignee as of the Effective Date (as defined hereinafter) all of Assignor's rights, titles and interests in and to all contracts, agreements, permits, easements, servitudes and rights-of-way pertaining to the Assigned Premises and necessary or useful to the operation thereof (hereinafter referred to as the "Assigned Contracts"), but excepting, reserving and retaining therefrom such portions thereof, if any, not covered or pertaining to the Assigned Premises. Assignee, by its signature to this Assignment adopts, ratifies and confirms the Assigned Contracts in all respects and from the Effective Date of this Assignment agrees to be substituted for Assignor as a party to the Assigned Contracts and agrees to assume all of Assignor's duties, obligations, liabilities, costs, expenses and responsibilities under said Assigned Contracts.

2. **Bill of Sale:** Assignor does hereby sell and convey unto Assignee all of Assignor's rights, titles and interests in and to all oil wells, gas wells, salt water disposal wells, water injection wells, water supply wells and any other wells, whether actively in service or not, located on and used in association with the Assigned Premises as of the Effective Date hereof (hereinafter referred to as the "Assigned Wells"), together with all personal property, equipment, facilities located on the Assigned Premises and useful or necessary for the operation thereof (hereinafter referred to as the "Assigned Personal Property").

3. **No Warranty nor Representation by Assignor:** TO HAVE AND TO HOLD the Subject Properties unto Assignee, its successors and assigns forever, **but without warranty of title of any kind**. Upon acceptance hereof, Assignee shall bear any and all operating costs and expenses related to the Subject Properties, including but not limited to plugging and abandonment obligations that now exist or may hereafter arise on any of the Assigned Premises.

Assn 51488

THIS ASSIGNMENT AND BILL OF SALE IS MADE ON AN “AS IS, WHERE IS” BASIS AND “WITH ALL FAULTS” AND WITHOUT WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH RESPECT TO ANY INTEREST OF ANY KIND HEREIN ASSIGNED AND CONVEYED, EITHER EXPRESS OR IMPLIED, IT BEING EXPRESSLY AGREED BY ASSIGNOR AND ASSIGNEE THAT ASSIGNOR MAKES NO WARRANTIES NOR REPRESENTATIONS WITH RESPECT TO ORIGIN, QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR USE, SAFETY OF EQUIPMENT, COMPLIANCE WITH GOVERNMENTAL REGULATIONS, AND/OR TITLE TO THE ASSIGNED WELLS AND/OR ASSIGNED PERSONAL PROPERTY, AS WELL AS THE QUANTITY, VALUE OR EXISTENCE OF RESERVES OF OIL, GAS OR OTHER MINERALS PRODUCIBLE OR RECOVERABLE FROM THE ASSIGNED PREMISES, ALL SUCH REPRESENTATIONS AND WARRANTIES BEING HEREBY EXPRESSLY EXCLUDED AND DENIED.

All descriptions set forth herein and all information heretofore or hereafter furnished to Assignee, in any manner, concerning the Assigned Premises, the Assigned Contracts, the Assigned Personal Property and/or the Assigned Wells have been furnished and for all purposes shall be deemed to have been furnished solely for Assignee’s convenience and shall not constitute a representation nor a warranty of any kind by Assignor and any reliance thereon by Assignee shall be at Assignee’s sole cost, risk, expense and liability.

ASSIGNEE EXPRESSLY WAIVES THE PROVISIONS OF ANY DECEPTIVE TRADE PRACTICES LAW, REGULATION OR STATUTE OR ANY SIMILAR LAWS, REGULATIONS OR STATUTES UNDER ANY JURISDICTION APPLICABLE AND WHETHER SAME MAY BE APPLICABLE OR NOT TO THE ASSIGNED PREMISES, ASSIGNED WELLS, ASSIGNED PERSONAL PROPERTY AND/OR ASSIGNED CONTRACTS.

4. Reservations: All oil in tanks above the pipeline or sales connection attributable to the Assigned Premises on the Effective Date hereof is not a part of this Assignment and Bill of Sale, but shall remain the property of the Assignor and shall be delivered to the pipeline company purchaser for the account of Assignor. All gas produced from and attributable to the Assigned Premises prior to the Effective Date and any proceeds attributable thereto shall not be a part of this Assignment and shall remain the property of Assignor. Assignor also reserves and retains any and all claims, demands or causes of action Assignor may have, as of the Effective Date against the purchaser or purchasers of production from or attributable to the Assigned Premises prior to the Effective Date. Assignor further reserves and retains any and all SCADA equipment currently located on the Assigned Premises, unless and until Assignee makes arrangements satisfactory to Assignor, at Assignor’s sole discretion, to disconnect and isolate said SCADA equipment from Assignor’s regional system.

5. Mutual Cooperation and Further Assurances: All parties hereto agree to execute such further documents or take such additional actions as may be required to fully consummate the transaction contemplated herein, including, but not limited to: A) transfer orders or amended division orders as may be reasonably required by the purchaser of production to facilitate the payment of revenues to Assignee,

attributable to production from the Assigned Premises after the Effective Date; B) Transfer of Operator forms (currently designated form T-1 with the Kansas Corporation Commission) as available online; and C) notify such other parties as may be required from time-to-time, such as utility and service providers and taxing authorities or other regulatory agencies of the transfers and assignments described herein.

6. Taxes, Payables and Receivables: All credits and payment obligations associated with the Assigned Premises including but not limited to royalties, lease and other form of contractual payments (including prepayments), ad valorem, property, and other forms of taxes, which have been paid by Assignor, or which have accrued prior to the Effective Date, shall be prorated between Assignor and Assignee as of the Effective Date. Assignor shall be responsible for all oil and gas production taxes and any other similar taxes applicable to oil and gas production occurring prior to the Effective Date, and Assignee shall be responsible for and assume all such taxes applicable to oil and gas production occurring on and after the Effective date. Assignee shall be responsible for all sales, use and similar taxes arising out of the sale and assignment herein of the Assigned Premises, Assigned Wells, and Assigned Personal Property. Assignee shall pay all state and local sales or use taxes applicable to the Assigned Premises, Assigned Wells and Assigned Personal Property and shall remit such amount to the appropriate taxing authority in accordance with applicable law. Assignee shall hold harmless and shall indemnify Assignor from and against any sales or use taxes assessed against Assignor by any taxing authority in respect to the sale and assignment of the Assigned Premises, Assigned Wells and Assigned Personal Property, including the amounts of any penalties, interest and attorney's fees. Any legal expenses incurred by Assignor to reduce or avoid any of the aforementioned taxes shall be paid or reimbursed to Assignor by Assignee.

After the Effective Date, Assignor will pay only that portion of invoices received pertaining to the interests assigned hereby that are applicable to work performed or material received in the period prior to the Effective Date; other charges and invoices will be returned to the vendor for re-billing to Assignee which Assignee hereby agrees to assume and pay. Similarly, after the Effective Date, Assignee will pay all or that portion, as applicable, of invoices received pertaining to the interests assigned hereby that are attributable to work performed or material received in the period on or after the Effective Date.

7. Indemnity of Assignor:

A) Assignee agrees to assume any responsibility which Assignor may have under applicable oil and gas leases assigned hereby and/or under applicable governmental laws, rules and regulations concerning plugging and abandonment of the Assigned Wells. In any instance where Assignee hereunder becomes responsible or liable for plugging and abandonment of any Assigned Well(s), Assignee agrees to release, protect, indemnify and hold Assignor harmless from any and all liabilities, damages, losses, claims, suits, causes of action, costs and expenses arising from, related to or in connection with Assignee's failure to plug and abandon such Assigned Wells. Any future assignment by Assignee of any interest acquired hereunder shall reference and describe Assignee's obligations to Assignor set forth herein.

B) Assignee agrees to protect, indemnify and hold harmless Assignor from and against any and all liabilities, losses, damages, injuries, claims, demands causes of action, costs and expenses therefor asserted or filed on or after the Effective Date in any way arising from, related to or in connection with operations or activities related to the interests assigned hereby, including but not limited to, acts or

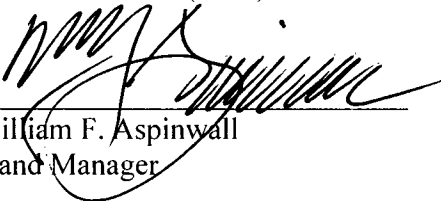
omissions of Assignor, based on theories of negligence, willful misconduct, liability without fault or otherwise.


C) Assignee shall assume, perform, observe and comply with all covenants, terms and provisions, express or implied, contained in the agreements, leases, easements and all other contracts appertaining to all of Assignor's interests as assigned hereby, whether or not such covenants, terms and provisions are adequately described herein, and this Assignment is made expressly subject to such agreements, leases, easements and other contracts whether or not the same are herein specifically identified or appear of record in the county where such the Assigned Premises are located.

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ASSIGNOR
PETROSANTANDER (USA) INC.
By: 
William F. Aspinwall
Land Manager

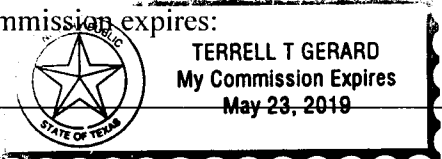
ASSIGNEE
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Charles N. Griffin

ACKNOWLEDGMENT

State of Texas
County of Harris

Before me, the undersigned Notary Public, in and for said state, on this 14th day of March, 2019, personally appeared **William F. Aspinwall, as Land Manager of PetroSantander (USA) Inc.**, to me known to be the identical person who subscribed his name to the foregoing instrument, for and on behalf of PetroSantander (USA) Inc. and who acknowledged to me that he executed the same as his free and voluntary act and deed, for and on behalf of said corporation, for the uses and purposes therein set forth. Witness my hand and official seal.

My commission expires:



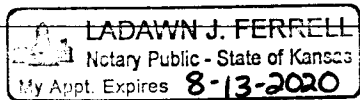
Terrell T. Gerard
Notary Public

Terrell T. Gerard
(Type or Print Name)

State of ~~Texas~~ Kansas
County of Pratt

Before me, the undersigned Notary Public, in and for said state, on this 13 day of March, 2019, personally appeared **Charles N. Griffin**, to me known to be the identical person who subscribed his name to the foregoing instrument and who acknowledged to me that he executed the same as his free and voluntary act and deed, for and on behalf of the aforesaid entity, for the uses and purposes therein set forth. Witness my hand and official seal.

My commission expires:



LaDawn J. Ferrell
Notary Public

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|------------|--------------------------------------|---------------------------|-----------|
| 02/01/2001 | William D. Foster Irrevocable Trust | PetroSantander (USA) Inc. | 176/171 |
| 01/23/2001 | Michael Andrew Foster | PetroSantander (USA) Inc. | 176/177 |
| 11/29/2000 | Norman F. Hampton | PetroSantander (USA) Inc. | 176/179 |
| 12/18/2000 | Karin Lynn Glass | PetroSantander (USA) Inc. | 176/181 |
| 12/20/2000 | Susan Althea Hoyer | PetroSantander (USA) Inc. | 176/183 |
| 02/20/2001 | Judith Miller Willis Revocable Trust | PetroSantander (USA) Inc. | 176/185 |
| 11/20/2001 | William David Foster | PetroSantander (USA) Inc. | 184/457 |
| 09/11/2003 | R. H. Hannifin | PetroSantander (USA) Inc. | 199/77 |
| 10/01/2003 | Nuevo Seis Limited Partnership | PetroSantander (USA) Inc. | 199/79 |
| 10/01/2003 | Arjo Properties, Ltd. | PetroSantander (USA) Inc. | 199/85 |
| 09/24/2003 | Mark A. Hannifin | PetroSantander (USA) Inc. | 199/87 |
| 02/01/2004 | Patricia Foster Whitham, et al | PetroSantander (USA) Inc. | 200/97 |

covering the following described lands:

Township 21 South, Range 35 West, 6th P.M.

Section 13: Southeast Quarter (SE $\frac{1}{4}$), Kearny County, Kansas

9. Carr Lease (as part of the Odd Williams #2 gas well unit):

That certain Oil and Gas Lease dated February 25, 1974, by and between Myron J. Carr, et ux, Lessor and Yucca Petroleum Co., Lessee, recorded in Book 47, Page 235, records of Kearny County, Kansas, and covering the following described lands, limited to rights from the surface down to 3,200 subsurface, specifically excluding depths below 3,200 feet:

Township 21 South, Range 35 West, 6th P.M.

Section 11: North Half (N $\frac{1}{2}$)

Kearny County, Kansas

10. Linville gas rights Lease (as part of the Odd Williams #2 gas well unit):

That certain Gas Lease dated February 17, 1974, by and between Thomas W. Linville, et ux, Lessor and W. R. Gray, Lessee, recorded in Book 53, Page 635, records of Kearny County, Kansas, and covering the following described lands, limited to gas rights only from the surface down to 3,200 subsurface, specifically excluding gas rights as to depths below 3,200 feet:

Township 21 South, Range 35 West, 6th P.M.

Section 12: East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$)

Kearny County, Kansas

11. Surface Lease for Central Tank Battery:

That certain Surface Lease Agreement dated July 17, 2007, by and between the Norma J. Unruh Trust, Lessor and PetroSantander (USA) Inc., Lessee, recorded in Book 222, Page 236, records of Kearny County, Kansas, providing for the right to use and occupy the surface of the following described lands:

Township 21 South, Range 35 West, 6th P.M.

Section 13: that portion of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) as described in the above-referenced Surface Lease Agreement, containing 2.5 acres, more or less, in Kearny County, Kansas

All of the above shall be construed to include any and all interests of Assignor herein in the above described lands and leases, specifically including working interests and overriding royalty interests or any other kind of interest, including, but not limited to the following properties:

A) the Christabelle (Morrow) Unit, the Unit Agreement for which appears of record Book 279, Page 944, records of Finney County and in Book 221, Page 506, records of Kearny County, and the Christabelle (Morrow) Unit Operating Agreement, recorded in Book 279, Page 945, records of Finney County and Book 221, Page 550, records of Kearny County; and

B) The Odd Williams #2 gas well, located in the SW/4 of Section 12, T21S-R35W, including any interest in the consolidated gas operating unit described in Declaration of Gas Unitization, dated February 13, 1974 and recorded in Book 54, Page 585 of the records of Kearny County, Kansas.