

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 _____ **

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): _____

Field Name: _____

**** Side Two Must Be Completed.**

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 _____

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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 OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, RSFF, L.P., a Delaware limited partnership, Jericho Oil (Kansas) Corp., a Delaware limited partnership, and Kansas Resource Development Company, a Nevada corporation, hereinafter called Assignors, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof are acknowledged, do hereby sell, assign, transfer and set over unto Town Oil Company, Inc., a Kansas corporation, hereinafter called Assignee, all of Assignors' rights, titles and interests in and to the following oil and gas leases (the "Property"):

See Exhibit A

and it also being the intent of Assignors to convey, and Assignors do hereby convey to Assignee:

all of Assignors' right, title and interest in, to and under the leases, even though such interests, the lands covered thereby, or the leases themselves be incorrectly or qualitatively or quantitatively deficient and/or insufficiently described in, or a description of any such interest, leases or lands be omitted from Exhibit A, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith;

all of Assignors' right, title and interest in, to and under or derived from unitization, pooling and operating agreements and the units created thereby (including any and all units formed under orders, regulations, rules or other official acts of the governmental authority having jurisdiction), whether recorded or unrecorded, insofar as the same cover or relate to the leases and lands described in Exhibit A.

all of Assignors' right, title and interest, including future income, in, to and under or received from any production payments sales, purchase and processing contracts and agreements, including the gas processing rights and agreements associated with any gas processing plants, insofar as the same relate to the Property, including, without limitation, all permits, franchises, licenses, surface leases, servitudes, easements and rights-of-way relating to such wells or gas plants;

all of Assignors' right, title and interest in and to any rights which Assignors may have under

indemnifications, warranties, and covenants under prior conveyances affecting the interests sold, conveyed, transferred and assigned herein;

all of Assignors' right, title and interest in and to all petroleum and hydrocarbons stored upon or produced from the Property or from any property pooled or unitized therewith which are attributable to the Property, pursuant to contract or otherwise;

all of Assignors' right, title and interest in and to all contracts and contractual rights relating to the Property to the extent valid and subsisting;

to the extent not prohibited by third party contracts, all of the files, records and data relating to the Property and to the items described in subsections (a) through (f) above (the "Records"), including, without limitation, title records (including abstracts of title and title curative documents); contracts; correspondence; microfiche lists; computer output; geological, geophysical and seismic records, plats, surveys, maps, cross-sections, data, and interpretive reports; engineering reports, whether produced by Assignors' personnel or outside consultants; and production records, electric logs, cuttings, cores, core data, pressure data and decline curves and graphical production curves, well files and all related matters; provided, that Assignors have rights to make and retain copies of such Records as Assignors may desire prior to the delivery of the Records to Assignee and access to the Records as Assignee may have in its possession in the future; and

the benefit of and the right to enforce the covenants and warranties, if any, which Assignors are entitled to enforce with respect to the items described in the preceding paragraphs (a) through (g) against Assignors' predecessors in title thereto; and Assignee and its successors, assigns and legal representatives shall be substituted and fully subrogated, to the extent assignable, in and to all covenants and warranties, if any, by Assignors' predecessors in title, with full subrogation of all rights accruing under the statutes of limitation or prescription.

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns forever, and this Assignment is made with full rights of substitution and subrogation of Assignee in and to all indemnifications, covenants, and warranties by others heretofore given or made with respect to the Properties, subject to the following terms and conditions:

1. SPECIAL WARRANTY OF TITLE. Except with respect to matters to which this Assignment is made subject, each Assignor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND the interests in and to the Properties as set forth on Exhibit A against every person whomsoever lawfully claiming the same or any part thereof by, through, or under Assignors, but not otherwise, and does otherwise bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular title to the Properties unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming the same or any part thereof by, through or under Assignors, but not otherwise, as follows:

- a. Assignors are entitled to receive (free and clear of all royalties, overriding royalties, non-participating royalties, net profits interests, production payments, or other burdens on or measured by production of hydrocarbons) not less than the interest shown in Exhibit A (the decimal interest shown in the column in such Exhibit with the caption, "NRI") of all hydrocarbons produced, saved, and marketed from the applicable Property and of all hydrocarbons produced, saved and marketed from any unit of which the Property is a part and allocated to such Property, all without reduction, suspension, or termination of the interests in the relevant Property or Assignors' right to gross or net proceeds from the relevant Property throughout the duration of such Property, except as stated in Exhibit A; and
 - b. the Properties are free and clear (except for Permitted Liens, as such term is defined in the Purchase Agreement) of liens, encumbrances, obligations, or defects which arise as a result of actions taken (or effective) or omitted at or prior to the execution of this Assignment, and (A) are otherwise subject only to contractually binding arrangements which are conventional, which are customarily experienced in the oil and gas industry, and (B) are not subject to any matters which will result in a breach of any representation or warranty of Assignors made in this Assignment or to be contained in any documents to be delivered by Assignors and connected with this Assignment.
3. FURTHER ASSURANCE. Assignors agree to deliver or cause to be delivered to Assignee any additional instrument that Assignee may reasonably request for the purpose of carrying out the intent of this Assignment. Assignors shall execute, acknowledge and deliver all such further conveyances, transfer orders, division orders, notices, assumptions, releases and acquittances, and such other instruments, and shall take such further action as may be necessary or appropriate to assure fully to Assignee, its successors, assigns, and legal representatives, the conveyance of all of Assignors' interest in the properties intended to be conveyed to Assignee by the parties hereto.
4. SUCCESSORS AND ASSIGNS. Except as otherwise provided herein, the terms and conditions of this Assignment shall inure to the benefit of and be binding upon the respective successors, assigns, and legal representatives of the parties hereto. Neither this Assignment nor any other agreement contemplated hereby shall be deemed to confer upon any person not a party hereto or thereto any rights or remedies hereunder or thereunder.
5. COVENANTS RUNNING WITH THE LAND. The terms, covenants and conditions hereof shall be covenants running with the land and with each subsequent sale, conveyance, transfer or assignment of the Properties, or any part thereof.
6. REFERENCES. All recording office references to book and page numbers are to the official public records of Linn, Kansas.

7. COMPLIANCE WITH LAWS. This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules and regulations which are promulgated, issued or enacted by a governmental entity having appropriate jurisdiction, and Assignee shall comply with the same from and after the date of this Assignment.

8. NO RIGHTS CREATED IN THIRD PARTIES. The references herein to liens, encumbrances, burdens, defects and other matters are for the purpose of defining the nature and extent of Assignors' warranty and shall not be deemed to ratify or create any rights in third parties. Except as otherwise provided herein, the terms and conditions of this Assignment shall inure to the benefit of and be binding upon the respective successors, assigns, and legal representatives of the parties hereto. Neither this Assignment nor any other agreement contemplated hereby shall be deemed to confer upon any person not a party hereto or thereto any rights or remedies hereunder or thereunder.

THIS ASSIGNMENT is effective April 4, 2019, regardless of the date of execution.

[signature pages to follow]

RSFF, L.P., a Delaware limited partnership

By: 

STATE OF Oklahoma
COUNTY OF Tulsa, ss:

This instrument was acknowledged before me this 4 day of April, 2019, by Brian Williamson as managing member of RSFF, L.P., a Delaware limited partnership.


Notary Public

Commission/Appointment Expires: 12/16/19



JERICO OIL (KANSAS) CORP., a Delaware limited partnership

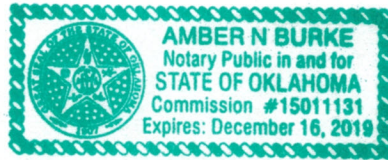
By: *Ben Holman*

STATE OF Oklahoma
COUNTY OF Tulsa, ss:

This instrument was acknowledged before me this 4 day of April 2019, 2019, by Ben Holman as Director of Jericho Oil (Kansas) Corp., a Delaware limited partnership.

Amber N Burke
Notary Public

Commission/Appointment Expires: 12/16/19



KANSAS RESOURCE DEVELOPMENT COMPANY, a Nevada corporation

By: C. Stephen Cochran

STATE OF KANSAS
COUNTY OF JOHNSON, ss:

This instrument was acknowledged before me this 16th day of April, 2019, by C. STEPHEN COCHRAN as PRESIDENT of Kansas Resource Development Company, a Nevada corporation.

MAUREEN ELTON
Notary Public, State of Kansas
My Appointment Expires
09/15/2022

Maureen Elton
Notary Public

Commission/Appointment Expires:

EXHIBIT A

TUCKER LEASE

Dated: January 14, 2004
Filed: November 27, 2006
Recorded: Book 375 at Page 355
Lessors: Lester Town and Roberta Town
Lessee: Town Oil Company, Inc.
Description: N. 20.48 acres of the W/2 of the SW/4, Section 27, Township 19S, Range 22E, Linn County, Kansas.
NRI: 85.0%

MCDONALD LEASE

Dated: October 1, 2003
Recorded: Book 327, page 428
Lessors: Rita Kay Ernst, Executrix for Willis L. McDonald Trust
Lessee: Town Oil Company, Inc.
Description: The Northwest Quarter (NW/4) and the East Half of the Southwest Quarter (E/2 SW/4), Section 27, Township 19S, Range 22E, Linn County, Kansas.
NRI: 87.5%