

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: _____



STATE OF KANSAS, ELK COUNTY
 REGISTER OF DEEDS, NEVA L. WALTER
 Book: MS71 Page: 599
 Receipt #: 16457 Total Fees: \$103.00
 Pages Recorded: 9
 Date Recorded: 3/2/2016 10:59:25 AM

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 20th day of February, 2016, between UMB Bank, N.A., as Trustee of the Michael Wayne Hudson Share Trust, under agreement dated June 28, 1966 (said Trustee formerly being Commercial National Bank), (hereinafter called lessor) and Tri-Cone Industries, LLC, an Oklahoma Limited Liability Company, (hereinafter called lessee), does witness:

1. That lessor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let, and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, for the purpose of carrying on geological, geophysical, and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline, including all associated hydrocarbons produced in a liquid or gaseous form and including gas found in and produced from coal formations or coal seams and all zones in communication therewith, which gas is sometimes referred to as coal bed methane, coal seam gas or occluded gas and all other gases and their respective constituent vapors, (including coalbed methane gas, helium, and all other constituents and substances produced therewith), including the dewatering for production of coalbed methane gas, and for constructing roads, laying pipe lines, building tanks, storing oil, and erecting other structures thereon which are necessary or convenient for the economical operation of said land to produce, save, take care of, and manufacture all of such substances, said tract of land with any reversionary rights therein being situated in the county of Elk, state of Kansas, and described as follows:

See Exhibit "A" attached hereto.

containing 63.85 acres, more or less.

2. This lease shall remain in force for a term of one (1) year from the date hereof, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of the products covered by this lease are or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells, the equal one-eighth (1/8th) part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth (1/8th) royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty one-eighth (1/8th) of the market value of such gas at the mouth of the well. The lessee shall pay to lessor for gas of whatsoever nature or kind (with all of its constituents) and all other substances covered hereby sold by lessee, a royalty one-eighth (1/8th) of the net proceeds realized by lessee from the sale thereof, less a proportionate part of the ad valorem, production, severance and other excise taxes and any costs incurred by lessee in delivering, processing, compressing, transporting, dehydrating, or otherwise making gas or other substances merchantable with said payments to be made monthly, not more than sixty (60) days following the last day of the month in which gas is delivered into the pipeline and credited to lessee's account by the gas

purchaser.

5. If Lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, the Lessee shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

6. In case said lessor owns a less interest in the above-described land, other than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

7. The lessee shall have the right to use gas, oil, and water found on said land for its operations thereon, except water from the wells or ponds of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the prior written consent of the lessor. Lessee shall have the right at any time during, and within six (6) months after the expiration of this lease, to remove all machinery, fixtures, houses, buildings, and other structures placed on said premises, including the right to draw and remove all casing. Lessee shall grade to the original level and restore the surface to its original condition, as nearly as practicable, within six (6) months after the expiration of this lease.

8. If the estate of either party hereof is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage.

10. Lessor hereby warrants and agrees to defend the title to the land herein-described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above-described lands and, in the event it

exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

11. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate, provided lessee (a) resumes production, (b) initiates operations for recompleting an existing well within sixty (60) days from such cessation or (c) initiates operations for drilling a new well within sixty (60) days from such cessation, and this lease shall remain in force during the diligent prosecution of such operations and, if production results therefrom, then as long as production continues.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled, shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease, shall not be in any way terminated wholly or partially, nor shall the lessee be liable in damages for failure to comply with, any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules, or regulations (or interpretations thereof). If, during the last six months of the primary term hereof, lessee should be prevented from drilling a well hereunder by the order of any constituted authority having jurisdiction there over, the primary term of this lease shall continue until six months after said order is suspended.

14. Minimum Guaranteed Annual Royalty. Lessee agrees to pay to lessor a minimum guaranteed royalty of \$638.50 per year during the term of this lease. Payment of such minimum guaranteed annual royalty shall be treated and considered as production of oil or gas in paying qualities for all purposes notwithstanding any other provisions of this Oil and Gas Lease.

The minimum guaranteed annual royalty shall be due and payable to lessor not later than 30 days after the expiration of each anniversary date of this Lease, subject, however, to the following condition: that lessor furnish to lessee, within ten (10) days after expiration of each anniversary date, a statement showing the amount of royalties received by lessor from the sale of oil or gas from the leasehold premises during the immediately preceding anniversary period.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

Signed the day and year first above written.

The Michael Wayne Hudson Share Trust u/a
dated June 28, 1966

By: Nancy
Nancy Andervich, for UMB Bank, N.A., Trustee,
Lessor

STATE OF Kansas)
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me this 20th day of February,
2016, by Nancy Andervich, as Trust Officer for UMB Bank, N.A., as Trustee of The Michael Wayne
Hudson Share Trust u/a dated June 28, 1966.

My Appointment Expires: Aug. 25, 2019

[Signature]
NOTARY PUBLIC

JAMES WEBER
Notary Public - State of Kansas
My Commission Expires Aug 25, 2019

Exhibit "A"

The South Half of the Southeast Quarter (S 1/2 SE 1/4) of Section 18 Township 31 South, Range 13 East of the 6th P.M., Elk County, Kansas, except for the following described tract:

Beginning at the Southeast corner of the said South 1/2 of the Southeast 1/4; thence on a bearing of North 90 degrees 00 minutes 00 seconds West along the South line of the said S 1/2 SE 1/4 for a distance of 1,571.23 feet; thence on a bearing of North 26 degrees 48 minutes 20 seconds East for a distance of 79.16 feet; thence on a bearing of North 10 degrees 04 minutes 05 seconds West for a distance of 238.37 feet; thence on a bearing of North 43 degrees 59 minutes 40 seconds West for a distance of 305.42 feet; thence on a bearing of North 23 degrees 42 minutes 55 seconds West for a distance of 198.63 feet; thence on a bearing of North 73 degrees 46 minutes 10 seconds West for a distance of 433.89 feet; thence on a bearing of North 73 degrees 42 minutes 00 seconds West for a distance of 278.89 feet; thence on a bearing of South 89 degrees 58 minutes 10 seconds West for a distance of 92.81 feet to a point on the West line of the said S 1/2 SE 1/4; thence on a bearing of North 00 degrees 06 minutes 20 seconds West along the said West line for a distance of 460.00 feet to a point on the North line of the said S 1/2 SE 1/4; thence on a bearing of South 89 degrees 07 minutes 40 seconds East along the said North line for a distance of 2,645.00 feet to the Northeast corner of the said S 1/2 SE 1/4; thence on a bearing of South 00 degrees 06 minutes 20 seconds East along the East line of the said S 1/2 SE 1/4 for a distance of 1,326.16 feet to the Point of Beginning.

ADDENDUM TO OIL AND GAS LEASE

UMB Bank, n.a., as Trustee of the M.R. Hudson M.R. HUDSON TRUST #1, UMB Bank N.A. Trustee for Michael Wayne Hudson under an agreement dated June 28, 1966 ("Lessor") and Tri-Cone Industries, LLC ("Lessee") entered into that certain Oil and Gas Lease dated February 26, 2016 related to real property consisting of 63.85 acres, more or less located in Section 18 Township 31 South, Range 13 East, all in Elk County, Kansas. ("Oil and Gas Lease")

The undersigned parties herein desire to modify the Oil and Gas Lease as follows and this Addendum to Oil and Gas Lease shall be incorporated by reference to the same extent as if the provisions hereof had originally been written in said Oil and Gas Lease:

1. Paragraph 10 of the Oil and Gas Lease is deleted in its entirety and replaced with the following amended Article 10, as follows:

Lessor hereby agrees that Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the real estate and, in the event it exercises such, option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

2. Royalties shall be paid on a monthly basis. Royalty payments accruing to Lessor under this lease shall not be conditioned upon execution of a division order or similar document. The provisions of this lease shall not be amended by a division order.
3. No right is granted to the Lessee to erect on any part of the leased premises any plant or facility for gasoline extraction or for the processing of gas or petroliferous substances, except the normal and necessary heater treater and separator customarily used.
4. Lessor reserves all rights to grant, lease, mine and/or produce any minerals from said lands except interests in gas and oil and their constituent products herein leased to Lessee.
5. The following provisions shall apply with respect to unitization or pooling of this lease: (A) In case of a vertical well, unitization for gas production shall be limited to 320 acres and oil pooling limited to 160 acres. In the event of unitization or pooling, all of the land described in the attached lease must be included in the unit or pool. (B) In case of a horizontal well, any unit which includes this lease shall be limited to 640 acres and must include all of the land described in the attached lease.
6. Lessor shall be paid \$15.00 per acre for each time geophysical or seismic survey is performed. Payment must be made prior to beginning of the survey. Lessee shall be primarily responsible for payment, damages and restoration of the property relative to geographical or seismic surveys. The following restrictions apply in the event of geophysical or seismic operations: (a) Seismic operations shall not be conducted without express written consent of Lessor. (b) No operations will be conducted when the soil condition is wet to the extent that ruts will be made. (c) No fences will be cut or crossed except by existing gates. (d) Lessor will be notified immediately upon completion of operations. (e) Damaged areas will be identified. (f) The land surface shall be restored as nearly as practical to the condition prior to operations. (g) Ribbons, flags and refuse of all types will be removed immediately following completion of operations. (h) No later seismic permit or similar document will amend the provisions of this lease and will not relieve Lessee of primary responsibility for compliance.
7. Drilling operations, in order to extend the lease beyond its primary term, must be substantial operations, diligently prosecuted in good faith. Mere movement of equipment or materials onto the location or minor dirt work will not prevent expiration of the primary term.
8. a) Lessee shall bury pipelines and utility lines to a depth of not less than forty-eight (48) inches below the surface. Lessee shall pay Lessor for reasonable damages to all property, real, personal or mixed, caused by its operations on said land, including but specifically not limited to land, growing crops, livestock, surface, fences and other improvements and personal property. Lessee shall consult with Lessor regarding locations of pits before

- digging. Topsoil from the pits shall be piled separately and returned to the surface when the pits are filled. Lessee shall return the surface and its contours to original condition as nearly as possible. Lessor may require off site pits in appropriate circumstances.
- b) Lessee shall pay Lessor \$2,000.00 for each drill site location on the leased premises including reopening of existing wells. Lessor may, in its sole discretion, require prepayment of site damages prior to commencement of any drilling operations. Lessee further agrees to pay lessor any and all crop damage that occurs to growing crops or rangeland to be deemed reasonable by the Lessor by such activity.
 - c) Lessor shall be consulted prior to the location of all access roads, tank batteries and pipelines of any type prior to installation. Lessee shall pay Lessor \$50.00 per rod for the construction and creation of roads on the real property covered by this lease.
 - d) All damages payable under this paragraph #5 shall be due and payable on or before three (3) months after such damages occur.
9. Lessee shall, upon the completion of any "dry-hole" test drilling operations, or upon the abandonment of any producing well, restore the surface of the land, including topsoil, to its original condition as nearly as practicable and remove all equipment, fixtures, structures and hard surface areas within six (6) months. Any pump jacks, tanks, pipe, casing, rod and other equipment and/or fixtures left on the premises after expiration of this six (6) month period shall become the property of the Lessor and no further action or instrument shall be needed to convey all of Lessee's interest in such property to Lessor. Lessee will plant grass or other cover crop as needed, to restore the surface of the area affected by Lessee's operations. Lessee will also deposit manure or stabilizing soil on sandy areas affected by Lessee's operations to prevent blowing and erosion.
10. Lessor reserves the right to designate all routes of ingress and egress. Prior to the construction of any roads, pipelines, tank battery installations, or installation of other equipment on the leased premises, Lessee shall consult and agree with the surface owner and tenant as to the location and direction of same. There shall be no oil road surfaces or hard surfacing of any access roads without the written consent of Lessor.
11. The use of water provided for under this lease is limited to use for vertical drilling operations on the leased premises only. Lessee shall specifically not have any right to use fresh water from the above described premises for the purpose of water flooding or injection in any water flooding program in which the leased premises may, for any reason, be pooled or unitized. . If a water well is drilled on the property relative to operations under this lease, the cased hole will be plugged, or will be left for Lessor's future use as Lessor may direct.
12. The installation of any salt water disposal equipment by Lessee in the operation of the lease shall be subject to the written approval of lessor. Lessee shall not be permitted to use any well drilled on the leased premises as a salt water disposal well without the written consent of lessor and without compensating lessor for the use thereof.
13. Subject to Lessee's obligations under paragraph #9 above, in the event there is not production in paying quantities found by any operations undertaken by Lessee during the primary term of the lease and there is an abandonment of said lease, the Lessee shall fill all pits, ponds, remove all structures and reasonably restore the premises to the condition existing at the time the lease is executed. Within six (6) months after the expiration of the lease by its terms, Lessee shall have the obligation to restore, as nearly as practicable as possible, the leased premises to the same condition as received, natural wear and tear and damages by the elements excepted.
- a) Lessee agrees that it will comply with all regulations and statues of all governmental entities having jurisdiction over compliance with environmental legislation. Lessee further agrees to accept the leased premises in its "as is" condition. It is acknowledged that Lessee has been advised to inspect the property to determine that it is suitable for the purpose intended and to ascertain that no environmental hazards or toxins are now present.
 - b) Lessee shall save, defend, indemnify and hold lessor harmless from any environmental, pollution or contamination claims, costs, expenses or charges arising from or resulting from Lessee's operations under this lease. Lessee shall reimburse lessor any attorney

fees and legal costs incurred by lessor dealing with, defending or responding to environmental claims.

15. a) It is expressly agreed, notwithstanding anything to the contrary herein, if this lease be in force and effect at the expiration of the primary term, this lease shall there upon terminate as to all formations not penetrated by the drilling of a test well or an existing well on the leased premises or land pooled or consolidated therewith, except if drilling is in progress at the end of the extended primary term.
- b) Seven (7) years after the expiration of the primary term of this lease, formations on the leased premises not included in any unit and not producing oil or gas in paying quantities shall revert to Lessor. Lessee shall be obligated, subject to the other terms of this paragraph, to file of record in the courthouse a release of the lease covering such non-producing zones or formations within sixty (60) days following written demand therefore. If such release is not filed within said sixty (60) day period, then Lessee shall be subject to damages and for any attorney's fees incurred by lessor in obtaining such release.
16. Whenever necessary in this lease and addendum and where the context requires, the singular term and the related pronoun shall include the plural, the masculine and the feminine.
17. Prior to cutting any fence for entry to the premises, Lessee shall notify lessor of the proposed area of the fence to be cut. Lessor shall have the right to approve and direct the area and location of the fence to be cut and the manner in which it is cut. If fence is cut, Lessee shall cause corner posts and braces to be set so the fence will remain as strong and effective as it was prior to cutting. Lessee will repair fence after cutting so that it is strong, effective, quality fence.
18. There shall be no hunting, fishing, discharge of firearms or use of archery equipment by Lessee, Lessee's employees, agents and/or contractors on Lessor's property. There shall be no hunting of or excavation of Indian or other artifacts or relics on Lessor's property by Lessee, Lessee's employees, agents and/or other contractors. Violation of any of these prohibitions shall constitute trespass and lessor shall be entitled to an injunctive order from a Court of jurisdiction enforcing this provision. Lessee shall be responsible for ensuring that its employees, agents and/or contractors do not violate this provision.
19. **CRP Provisions:** The Lessee acknowledges that all or part of the land covered by the Addendum may be enrolled in the Conservation Reserve Program (CRP) of the Commodity Credit Corporation (CCC), United States Department of Agriculture. In such event the Lessee shall be responsible for obtaining prior written approval from the local FSA Office before entering the premise, for the purpose of drilling a well. As long as any land is enrolled in the CRP, the lessee shall be obligated, at Lessee's expense, to reseed and establish native grass cover on the well site and the adjoining land used in the drilling operations, and to take all necessary precautions to prevent soil erosion resulting from drilling operations. Such work shall be performed in a good and workmanlike manner and in such manner as may be required by the FSA under the terms of the CRP Contract. If drilling a well causes Lessor to lose any benefits of the CRP contract, including repayment of past CRP payment, or loss of future CRP payment, Lessee shall reimburse Lessor for such damages.
20. **Damages:** Lessee shall be liable and responsible unto Lessor and Lessor's tenant(s) for all damages suffered by Lessor and caused by Lessee's use, occupancy, possession and enjoyment of said premises, including, but not limited to, water contamination (surface and subsurface), and/or damages to growing crops, land, pasture grass, or livestock. All slush pits shall be filled and leveled in accordance with the rules and regulations as set forth by the Kansas Corporation Commission and, in any event, within six (6) months following well completion or abandonment. Lessee shall have no right to lay or install pipelines, power lines or other structures except those directly relating to production of oil and/or gas from the real property described in this lease unless Lessee first purchases right of way or easement from Lessor for such pipelines and installations. Lessee shall pay lessor \$50.00 per rod for the laying or removal of pipeline or electric line.
21. Bonuses, extensions, rentals and other payments relating to or made pursuant to the provisions of this lease shall be payable by cashier's check. Sight drafts will not be an acceptable form of payment.

In the event of conflict between the Oil and Gas lease provisions and the provisions provided in this Addendum, the provisions of this Addendum shall be binding.

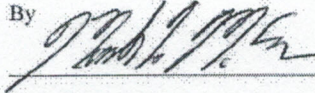
Lessee shall not assign this lease without providing written notice of assignment within 60 days after the assignment is completed. This lease and addendum, and all its terms, conditions and stipulations shall extend to and be binding on all of the heirs, administrators, executors, trustees, successor's and assigns of Lessor and Lessee. This addendum shall be attached to and recorded with the oil and gas lease form. Recorded copies shall be returned to Lessor.

IN WITNESS WHEREOF,

UMB Bank, n.a, Trustee of the
M.R. HUDSON TRUST #1 for the
benefit of Michael Wayne Hudson

By  Date 2-26-2016

Tri-Cone Industries, LLC

By  Date 2-29-16



STATE OF KANSAS, ELK COUNTY
REGISTER OF DEEDS, STEPHANIE J. GILLENBERG
Book: M573 Pages: 23
Serial: #1 17500 Total Fees: \$115.00
Pages Recorded: 1

Date Recorded: 4/25/2018
By: Stephanie Gillenberg
Lori L. Winscher, Deputy

ASSIGNMENT AND BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, Tri-Cone Industries, LLC, an Oklahoma limited liability company, Quito, Inc., a Kansas corporation, and McCann Drilling, Inc., a Kansas corporation (collectively "Assignor"), for Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has and does hereby sell, transfer, assign and covey unto RIVER OIL LLC, a Kansas limited liability company ("Assignee") all of the oil and gas leases and other properties located in Elk County, Kansas, described in Exhibits "A" and "A-1" attached hereto, together with the well bores, downhole equipment, pump jacks, motors, pipes, fittings, connections, tanks, separators, electric lines, meters and other equipment located upon and used in connection with such oil and gas leases and other properties described in Exhibit "A" and "A-1", save and except an overriding royalty interest of 1/32nds of 7/8ths (.02734375 net revenue interest) in the "Royce" (Royse) and "Ross" Leases as described in Exhibit "A" held by Crossen Holdings, LLC, an Oklahoma limited liability company.

This Assignment and Bill of Sale is made pursuant to Purchase Agreement made between Assignor and Russell D. Jones and Deanna L. Jones dated April 19th, 2018, the terms and provisions of which are incorporated herein by reference.

IN WITNESS WHEREOF this instrument is executed by the Assignor this 19th day of April, 2018.

Tri-Cone Industries, LLC
By: [Signature]
Mark W. McCann, Member/Manager

Quito, Inc.
By: [Signature]
Mark W. McCann, President

McCann Drilling, Inc.
By: [Signature]
Mark W. McCann, President

STATE OF KANSAS)
) SS:
COUNTY OF MCINTOSH

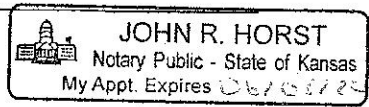
BE IT REMEMBERED that on this 1st day of April __, 2018. before me, a Notary Public, in and for the County and State aforesaid, came Mark W. McCann, Manager/Member of Tri-Cone Industries, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Oklahoma, and who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



NOTARY PUBLIC

My Appointment Expires:



STATE OF KANSAS)
) SS:
COUNTY OF MCINTOSH

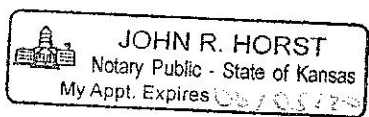
BE IT REMEMBERED that on this 1st day of April, 2018, before me, a Notary Public, in and for the County and State aforesaid, came Mark W. McCann, President of Quito, Inc., a corporation incorporated and existing under and by virtue of the laws of the State of Kansas and who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



NOTARY PUBLIC

My Appointment Expires:



STATE OF KANSAS)
) SS:
COUNTY OF MCINTOSH)

BE IT REMEMBERED that on this 19th day of April, 2018, before me, a Notary Public, in and for the County and State aforesaid, came Mark W. McCann, President of McCann Drilling, Inc., a corporation incorporated and existing under and by virtue of the laws of the State of Kansas and who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



NOTARY PUBLIC

My Appointment Expires:



EXHIBIT "A"

(1) "Royce" (Royse) Lease

LESSOR: Grace and George Royce (Royse)
LESSEE: McCann Drilling, Inc.
DATE: September 1, 1977
RECORDED: Book 29 Misc., Page 620
PROPERTY: E/2SW/4NE/4, SE/4NE/4 except railroad
right of way, N/2SE/4SW/4, NE/4SE/4 and
E/2NW/4SE/4 of Section 18, Township 31S,
Range 13 East, Elk County, Kansas
SPECIAL: Subject to Unitization Agreement dated May
26, 2000 with the assigned portion of the Ross
Lease described below.
W.I. ASSIGNED: 100%
N.R.I. ASSIGNED: .84765625

(2) "Ross Lease (Partial Assignment Only)

LESSOR: Eugene D. Ross
LESSEE: McCann Drilling, Inc.
DATE: February 4, 1978
RECORDED: Book 29 Misc., Page 617-619
PROPERTY: That part of the Southwest Quarter (SW/4) of
Section 17, T31S, R13E, lying West of the
center of Elk River; that part of the North Half
of the Northwest Quarter (N/2NW/4) of Section
20, T31S, R13E, lying West of the center of Elk
River less and except a strip pf land in the
Southwest Corner formerly deeded to James
Tyler and described as commencing at the
Southwest Corner of the North Half of the
Northwest Quarter (N/2NW/4) of Section 20,
T31S, R13E; thence running North 21 rods
(342 feet); thence 970 feet East to the bank of
the Elk River; thence Southerly along said
bank to the South line of said North Half of the
Northwest Quarter (N/2NW/4); thence West to
the point of beginning (containing 85 acres,
more or less)
SPECIAL: Subject to Unitization Agreement with Royce
(Royse) Lease dated May 26, 2000, described
above.
W.I. ASSIGNED: 100%
N.R.I. ASSIGNED: .84765625

(3) "Finley Lease

LESSOR: Fred A. Finley, et ux
LESSEE: KPR, Inc.
DATE: October 15, 1981
RECORDED: Book 37 Misc., Page 561
PROPERTY: NW/4 and the W/2NE/4 and the SE/4NE/4 of
Section 13, Township 31 South, Range 12
East, Elk County, Kansas
SPECIAL: None
W.I. ASSIGNED: 100%
N.R.I. ASSIGNED: .87500000

(4) "Mann Lease

LESSOR: UMB Bank, N.A. Trustee
LESSEE: Tri-Cone Industries, LLC
DATE: February 26, 2016
RECORDED: Book 71 Misc., Page 599
PROPERTY: See Exhibit "A-1" attached
W.I. ASSIGNED: 100%
N.R.I. ASSIGNED; .87500000

(5) "Royce" Salt Water Disposal Agreement

GRANTOR: George Royce
GRANTEE: McCann Drilling, Inc. and KPR, Inc.
DATE: July 9, 1982
RECORDED: Book 39 Misc., Page 263
PROPERTY: A well (Royce #2) located in the N/2SE/SW/4
of Section 18, Township 31S, Range 13 East,
Elk County, Kansas (portion of the Royce Lease
above described) together with related pipelines
in the vicinity.
W.I. ASSIGNED: 100%
N.R.I. ASSIGNED: N/A

(6) "Jones" Tank Battery Site.

A tract of land located within the W/2NE/4SW/4 of Section 18, Township 31 South, Range 13 East, Elk County, Kansas, upon which a tank battery is situated and which has been operated for the collection of oil and gas from the "Royce" and "Ross" Leases as described above. The legal authority for the establishment and use of such tank battery site is unknown and has been the subject of controversy in Case No. 2016 CV 5, District Court of Elk County, Kansas, and the interest of the Seller/Assignor therein is hereby conveyed.

W.I. ASSIGNED: 100%
N.R.I. ASSIGNED: N/A

EXHIBIT

tabbles

"A-1"

"MANN LEASE PROPERTY DESCRIPTION"

The South Half of the Southeast Quarter (S 1/2 SE 1/4) of Section 18 Township 31 South, Range 13 East of the 6th P.M., Elk County, Kansas, except for the following described tract:

Beginning at the Southeast corner of the said South 1/2 of the Southeast 1/4; thence on a bearing of North 90 degrees 00 minutes 00 seconds West along the South line of the said S 1/2 SE 1/4 for a distance of 1,571.23 feet; thence on a bearing of North 26 degrees 48 minutes 20 seconds East for a distance of 79.16 feet; thence on a bearing of North 10 degrees 04 minutes 05 seconds West for a distance of 238.37 feet; thence on a bearing of North 43 degrees 59 minutes 40 seconds West for a distance of 305.42 feet; thence on a bearing of North 23 degrees 42 minutes 55 seconds West for a distance of 198.63 feet; thence on a bearing of North 73 degrees 46 minutes 10 seconds West for a distance of 433.89 feet; thence on a bearing of North 73 degrees 42 minutes 00 seconds West for a distance of 278.89 feet; thence on a bearing of South 89 degrees 58 minutes 10 seconds West for a distance of 92.81 feet to a point on the West line of the said S 1/2 SE 1/4; thence on a bearing of North 00 degrees 06 minutes 20 seconds West along the said West line for a distance of 450.00 feet to a point on the North line of the said S 1/2 SE 1/4; thence on a bearing of South 89 degrees 07 minutes 40 seconds East along the said North line for a distance of 2,645.00 feet to the Northeast corner of the said S 1/2 SE 1/4; thence on a bearing of South 00 degrees 06 minutes 20 seconds East along the East line of the said S 1/2 SE 1/4 for a distance of 1,326.16 feet to the Point of Beginning.