

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
July 2014

Form must be Typed
Form must be Signed
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.

Check Applicable Boxes:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

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

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

_____ Sec. _____ Twp. _____ R. E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Type of Pit: Emergency Burn Settling Haul-Off Workover Drilling

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: _____ . Recommended action: _____

Date: _____
Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit
permitted by No.: _____ .

Date: _____
Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

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**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Well Location:

____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West

County: _____

Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: _____ Signature of Operator or Agent: _____ Title: _____

Assignment and Bill of Sale
(Oil Rights)

THIS ASSIGNMENT AND BILL OF SALE is made this 16th day of July, 2019 (“Effective Time”), by and between **Foundation Energy Management, LLC**, a Texas Limited Liability Company, **Foundation Energy Fund IV-A, L.P.**, a Delaware Limited Partnership and **Foundation Energy Fund IV-B Holding, LLC**, a Texas Limited Liability Company, (collectively, “Assignors”), and **Cherokee Warrior, Inc.**, of P.O. Box 399 Garden City, KS 67846, a Kansas corporation (“Assignee”) (together, the “Parties” or individually, the “Party”).

NOW THEREFORE, in consideration of the receipt of ten dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignors, Assignors do hereby grant, convey, sell, assign, transfer, set over and deliver to Assignee, the following property:

- a. All of Assignor’s right, title and interest, if any, in and to working interests derived from any leases covering the following described lands in which Assignor owns an interest, **insofar and only insofar** as to the oil rights arising thereunder and insofar and only insofar as any oil and gas lease that covers the following described lands, all being located in Kearny County, Kansas (hereinafter the “Lands”):

Township 25 South, Range 36 West, 6th P.M.

Section 33: All

Section 34: E½; SW¼

Township 26 South, Range 36 West, 6th P.M.

Section 04: All

Section 05: E½E½

Section 08: E½NE¼

Section 09: N½; E½SW¼

Section 10: W½NW¼


- b. All of Assignor’s right, title and interest, if any, in and to all oil and gas leases covering the above described lands, (hereinafter the “Leases”) including, but not limited to the oil and gas leases described on Exhibit A attached hereto and made a part hereof, insofar and only insofar as to the oil rights arising thereunder;
- c. All of Assignor’s right, title and interest, if any, in and to the wells (whether producing, shut-in, temporarily abandoned, or plugged and abandoned) located upon the Leases and Lands, or on lands pooled or unitized with any portion thereof, or on lands located within any governmental drilling and/or spacing unit which includes any portion of the Lands thereof, insofar and only insofar as to the oil rights in all such wells, with all casing, leasehold equipment and personal property in or on, or directly and solely used in connection with, said well(s) (hereinafter collectively referred to as the “Property”);
- d. All of Assignor’s right, title and interest in the Lands, Leases, and Property and the production of oil from such, inclusive of mineral interests, working interests, royalties, overriding royalty interests, production payments, rights to take royalties in kind, or other interests directly attributable to the Leases, Lands, and Property from and after the Effective Time insofar and only insofar as to oil rights arising thereunder;
- e. All of Assignor’s interest derived from any agreement or contract, recorded or unrecorded, including but not limited to unit agreements, orders and decisions of state and federal regulatory authorities establishing units, joint operating agreements, enhanced recovery and injection agreements, farmout agreements, farm-in agreements, options, drilling agreements, exploration agreements, and any and all assignments of operating rights, working interests, subleases and rights above or below certain footage depths or geological formations, to the extent the same are directly attributable to the Lands, Leases, wells, and Property insofar and only insofar as it relates to oil rights arising thereunder; and
- f. All of Assignor’s interests in rights-of-way, easements, servitudes, surface agreements and franchises specifically acquired for, or directly used in connection with, operations for the exploration and production of oil on, from, or under the Lands, Leases, wells and Property, including the rights to permits and licenses of any nature owned, held or operated in connection with said operations insofar and only insofar as they relate to oil rights; (the above lettered paragraphs collectively referred to as the “Interests”).

TO HAVE AND TO HOLD the same unto the said Assignee forever.

Assignor and Assignee, in consideration of the mutual benefits to be derived hereunder, and by its acceptance hereof, understand and agree to the following terms and conditions:

1. **Assumed Obligations.** Assignee hereby agrees to assume, be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the Interests, from and after the Effective Time.
2. **Allocation of Proceeds.** The Parties agree that all proceeds (including proceeds held in suspense or escrow), receipts, credits, and income attributable along with all costs and expenses attributable to the Interests for all periods of time prior to the Effective Time shall belong to Assignors and all proceeds, receipts, credits and income attributable along with all costs and expenses attributable to the Interests for all periods of time from and after the Effective Time shall belong to Assignee.
3. **Intention of the Parties.** It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee, all of Assignor's right, title and interest on the Effective Time, in and to the Interests, regardless of errors in the description of the leases, omission of leases from the exhibit attached hereto, any incorrect or misspelled names, or any transcribed or incorrect recording references insofar and only insofar as the Interests relate to oil rights only and only as to the above described lands. Assignors hereby retain all right, title and interest in and to gas rights associated with the Interests. Assignors hereby reserve all right, title and interest in and to all other lands not described above.
4. **Governing Law.** To the fullest extent permitted by law, the laws of the State of Kansas shall govern, construe and enforce all of the rights and duties of the Parties arising from or relating in any way to the subject matter of this Assignment.
5. **Severability.** If any part or provision of this Assignment is judicially declared invalid, such declaration shall not have the effect of invalidating or voiding the remainder of this Assignment.
6. **Successors and Assigns.** The provisions hereof shall be covenants running with the lands and shall inure to the benefit of and be binding upon Assignor and Assignee, their respective personal representatives, heirs, successors and assigns.
7. **Warranty.** This Assignment is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, the Parties have executed this Assignment effective as of the day and year first above written.


 Assignor
 Foundation Energy Management, LLC
 By: Joel P. Sauer
 Its: Exec Vice President

STATE OF Colorado)
) ss
 COUNTY OF Denver)

This instrument was acknowledged before me on this 1st day of July, 2019, by Joel P. Sauer as Exec. Vice President of Foundation Energy Management, LLC.

Witness my hand and official seal.

TAYLOR PROKSCH
 Notary Public
 State of Colorado
 Notary ID # 20174026711
 My Commission Expires 06-26-2021


 Notary Public


 Assignor

FOUNDATION ENERGY FUND IV-A, L.P.
 a Delaware Limited Partnership
 By: Joel P. Sauer, Executive Vice President
 FOUNDATION ENERGY MANAGEMENT, LLC,
 a Texas Limited Liability Company, its Manager

STATE OF Colorado)
) ss
COUNTY OF Denver)

This instrument was acknowledged before me on this 19th day of July, 2019, by Joel P. Sauer as Exec. Vice President of Foundation Energy Fund IV-A, L.P.

Witness my hand and official seal.

Foundation Energy Mgmt, LLC,
manager of

Joel Proksch
Notary Public

TAYLOR PROKSCH
Notary Public
State of Colorado
Notary ID # 20174026711
My Commission Expires 06-26-2021

Joel P. Sauer
Assignor

FOUNDATION ENERGY FUND IV-B HOLDING, LLC,
a Texas Limited Liability Company
By: Joel P. Sauer, Executive Vice President
FOUNDATION ENERGY MANAGEMENT, LLC,
a Texas Limited Liability Company, its Manager

STATE OF Colorado)
) ss
COUNTY OF Denver)

This instrument was acknowledged before me on this 19th day of July, 2019, by Joel P. Sauer as Exec. Vice President of Foundation Energy Fund IV-B, LLC.

Witness my hand and official seal.

Foundation Energy Mgmt, LLC,
manager of

Joel Proksch
Notary Public

TAYLOR PROKSCH
Notary Public
State of Colorado
Notary ID # 20174026711
My Commission Expires 06-26-2021

Cecil O'Brate


Assignee
Cherokee Warrior, Inc.

By: Cecil O'Brate
Its: President

STATE OF KANSAS)
) ss
COUNTY OF Finney)

This instrument was acknowledged before me on this 24 day of July, 2019, by Cecil O'Brate as President of Cherokee Warrior, Inc.

Witness my hand and official seal.

 NOTARY PUBLIC-State of Kansas
Herbert J. Swander Jr.
My Appt. Exp. 8-11-2020

Herbert J Swander Jr
Notary Public

NOTARY PUBLIC State of Kansas

Herbert J. Swisher, Jr.

My Appl. Exp. 12/31/2011



Exhibit A

Attached to and made a part of that certain Assignment and Bill of Sale dated July 16, 2019, by and between Foundation Energy Management, LLC, Foundation Energy Fund IV-A, L.P. and Foundation Energy Fund IV-B, LLC "ASSIGNORS" and Cherokee Warrior, Inc., as "ASSIGNEE".

State	County	Lease Effective Date	Lessor	Lessee	Township	Range	Section	BOOK	PAGE
Kansas	Kearny	01/15/1945	T.F. Rothwell, Wright Morrow and F.L. Bouknight, Independent Executors and Trustees under the Will of T.P. Lee, deceased and Mrs. Essie M. Less	Tri-County Gas Company	026S	036W	Sec. 05: E2E2	14	319
Kansas	Kearny	01/15/1945	T.F. Rothwell, Wright Morrow and F.L. Bouknight, Independent Executors and Trustees under the Will of T.P. Lee, deceased and Mrs. Essie M. Less	Tri-County Gas Company	026S	036W	Sec. 08: E2NE	14	320
Kansas	Kearny	05/18/1936	The Kansas Masonic Home	Joe L Murphy	025S	036W	Sec. 34: S2	6	553
Kansas	Kearny	05/18/1936	The Kansas Masonic Home	Joe L Murphy	026S	036W	Sec. 4: Lots 1-4	6	553
Kansas	Kearny	02/01/1948	T.F. Rothwell and Wright Morrow, Independent Executors and Trustees under the Will of T.P. Lee, Deceased and Mrs. Essie M. Lee	Fin-Ker Oil & Gas Production Company	026S	036W	Sec. 10: W2NW	17	215
Kansas	Kearny	04/03/1944	Laura G. Helman	Tri-County Gas Company	025S	036W	Sec. 33: NWSE	11	121
Kansas	Kearny	01/15/1945	T.F. Rothwell, Wright Morrow and F.L. Bouknight, Independent Executors and Trustees under the Will of T.P. Lee, deceased and Mrs. Essie M. Less	Tri-County Gas Company	026S	036W	Sec. 09: E2SW, NW, NE	14	321
Kansas	Kearny	06/26/1939	Blanche Schaffer	Fin-Ker Oil & Gas Production Company	025S	036W	Sec. 34: NE	7	291
Kansas	Kearny	08/07/1937	Ralph W. Beaty	T. P. Lee	026S	036W	Sec. 10: W2NW	5	589
Kansas	Kearny	01/15/1945	T.F. Rothwell, Wright Morrow and F.L. Bouknight, Independent Executors and Trustees under the Will of T.P. Lee, deceased and Mrs. Essie M. Less	Tri-County Gas Company	025S	036W	Sec. 33: N2, SW, S2SE, NESE	14	317
Kansas	Kearny	01/15/1945	Rothwell T.F., et. al.	Tri-County Gas Company	026S	036W	Sec. 04: S2N2, S2	14	318



INDEXED ✓
RECEPTION ✓
COMPUTER ✓
DIRECT ✓
INDIRECT ✓
NUMERICAL ✓
ORIG. COMP ✓

STATE OF KANSAS }
KEARNY COUNTY } SS

This instrument was filed for record on the
24th day of July, A.D. 2019 at
2:21 o'clock P.M., and duly recorded in
Book 292 of Record, at Page 368

Melissa Geitzen
REGISTER OF DEEDS

By _____ Deputy

Rec. Fee \$ 89.00

Sec. 166 § 101

BY

Deputy

REGISTER OF DEEDS

Book 348 of Record at Page 318

and duly recorded in

Vol. 2012 of

DEPARTMENT OF REVENUE } ss
STATE OF KANSAS

CHAS. COOK
REGISTER OF DEEDS
DEPARTMENT OF REVENUE
STATE OF KANSAS
INDEXED



Cherokee Warrior, Inc.

September 18, 2019

Kansas Corporation Commission
266 N. Main St. Ste. 200
Wichita, KS 67202-1513

Re: Operator of the Lee 7-2 Kearny County, Kansas

To whom it may concern:

Please be advised Cherokee Warrior, Inc. has appointed American Warrior, Inc. to operate the Lee 7-2 well located in Kearny County, Kansas.

If you have any questions or concerns, feel free to call me at the number below.

Sincerely,



Jake Price
In-House Counsel
Cherokee Warrior, Inc.
jprice@awioil.com