

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 _____

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Form KSONA-1

July 2014

Form Must Be Typed**Form must be Signed****All blanks must be Filled**

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

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

Email Address: _____

Well Location:

____ - ____ - ____ - ____ 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: _____

RTN: Crawford Production
(5) P O Box 727
El Dorado, KS 67042



BUTLER COUNTY, KS
REGISTER OF DEEDS
Marcia McCoy

Book: 2019 Page: 8250

Receipt #: 140072
Pages Recorded: 6

Total Fees: \$106.00

Date Recorded: 10/9/2019 2:58:48 PM

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

TriPower Resources, LLC of P O Box 849, Ardmore, OK 73402 hereinafter referred to as "Assignor", for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the mutual covenants herein contained, does hereby grant, bargain, sell, transfer, assign, convey and deliver unto its heirs, successors and assigns to Crawford Production Company, LLC of P. O. Box 727, El Dorado, KS 67042 hereinafter referred to as "Assignee", ALL of Assignor's right, title and interest, in and to the oil and gas leases and leasehold estate and any working interests in and to the wells and leases described on Exhibit "A", attached hereto and made a part hereof.

Assignor also does hereby grant, bargain, sell, transfer, assign, convey and deliver unto Assignee, its heirs, successors and assigns an equal amount of the right, title and interest, in and to the production, revenue, material, personal property and equipment used for and in conjunction with the wells, oil and gas leases and leasehold estate as described in Exhibit "A".

Notwithstanding anything contained herein to the contrary, it is Assignor's intent to convey all of their right, title and interest in and to any oil and gas interests owned by Assignor, in, under and on the wells, leases and lands set out on the attached Exhibit "A" as of the Effective Date, regardless of whether described correctly in Exhibit "A".

This Assignment of Interests is made subject to the following:

1. The terms, express and implied, covenants and conditions of the Oil and Gas Leases described in Exhibit "A", attached hereto, and all instruments of record by which or through which ASSIGNOR acquired said Oil and Gas Leases, which terms ASSIGNEE hereby assume and agree to perform with respect to the oil and gas mineral rights in and under said land to the extent of their interests in said Oil and Gas Leases.
2. ASSIGNEE bearing their proportionate share of all royalty payments, overriding royalty payments and other payments out of production.

The well(s), leasehold, production and equipment ("Assets") are granted, bargained, sold, transferred, assigned, conveyed and delivered as aforesaid unto Assignee, Assignee's heirs, successors and assigns, subject to the terms and conditions set forth above. Provided further, this Assignment and Bill of Sale is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect to the property or any part thereof, insofar as such covenants and warranties extend beyond the Effective Date.

Assignor represents that the Assets are free and clear of all liens, encumbrances and adverse claims created by, through and under Assignor. Assignor also represents that to the best of Assignor's knowledge, information, and belief, the Assets have been operated in material compliance with all applicable federal, state and local laws, rules, regulations and orders, including all environmental laws.

It is Assignor's intent to convey to Assignee all right, title, and interest, legal, beneficial, or equitable in the properties described in Exhibit "A" and any and all leasehold in and to the lands and leases described. Assignor agrees to execute and deliver to Assignee all instruments, conveyances, and other documents and to do such other acts not inconsistent with this Agreement as may be necessary or advisable to carry out Assignor's intent. Assignor does hereby agree that after Closing Assignor will continue to execute any and all curative documents and/or instruments of conveyance necessary to transfer title into Assignee covering any rights to the Properties or rights situated adjacent to or in the immediate vicinity of the properties described on Exhibit "A" which may have been inadvertently omitted from Exhibit "A" or may be incorrectly described on Exhibit "A".

Assumptions by Assignee. Without limiting Assignee's rights to indemnity under this Assignment and after Closing, as of the Effective Date Assignee assumes and agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all obligations and Liabilities, known or unknown, with respect to the Assets.

Assignor represents that there are no legal proceedings pending or, to the knowledge of Assignor, threatened against Assignor, that, if adversely determined, could, in any respect, prevent or impair the ability of Assignor to perform its obligations under this Assignment and Bill of Sale or any of the documents and the instruments executed in connection herewith. No Development Demands have been made, or to the knowledge of Assignor, threatened with respect to the Unit.

Indemnities of Assignee. As of the Effective Date, Assignee and its successors and assigns shall assume, be responsible for, shall pay on a current basis and agree to defend, indemnify, hold harmless and forever release Assignor and their Affiliates, and all of their respective stockholders, partners, members,

REC
COMP
NUM

EXHIBIT "A" TO ASSIGNMENT AND BILL OF SALE
BETWEEN TriPower Resources, LLC, Assignor and Crawford Production, LLC, Assignee
Dated Effective OCTOBER 1, 2019

LEASES									
BK/PAGE	DATE	LESSOR	LESSEE	TRACT	S	T	R	COUNTY	STATE
230/497	01/29/1959	Bernard E Busenitz and Emilie Ruth Busenitz	Harold Mellor	NE/4	13	23S	03E	BUTLER	KS

WELL(S)						
DESCRIPTION	S	T	R	COUNTY	STATE	
Busenitz Unit	13	23S	03E	BUTLER	KS	
Wells #2, 3, 4, 5, 6, 7, 8, 10, 11						

TRACT(S)					
DESCRIPTION	S	T	R	COUNTY	STATE
NE/4	13	23S	03E	BUTLER	KS

Interest being sold and conveyed in properties listed above to Assignee is to include all wells, leasehold equipment, gathering systems, unit rights, rights received pursuant to any order of the Kansas Corporation Commission, rights to use of surface, easements and right-of ways, rights under any disposal agreements, and any other rights, permits or privileges relating to the ownership of said properties.

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 Dated Effective OCTOBER 1, 2019

LEASES									
BK/PAGE	DATE	LESSOR	LESSEE	TRACT	S	T	R	COUNTY	STATE
2008/7593	1/2/08	Arlene A Mingenback, by Mark G. Mingenback Attorney in fact	TriPower Resources, LLC	SE/4	26	24S	04E	BUTLER	KS

WELL(S)					
DESCRIPTION	S	T	R	COUNTY	STATE
Mingenback #2	26	24S	04E	BUTLER	KS
Mingenback #3	26	24S	04E	BUTLER	KS
Mingenback #5	26	24S	04E	BUTLER	KS
Mingenback #9	26	24S	04E	BUTLER	KS

TRACT(S)					
DESCRIPTION	S	T	R	COUNTY	STATE
SE/4	26	24S	04E	BUTLER	KS

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LEASES									
BK/PAGE	DATE	LESSOR	LESSEE	TRACT	S	T	R	COUNTY	STATE
371/534	10/06/1981	Charles B Joseph and Jean B Joseph, his wife; and Joseph Brothers, Inc	Reach Petroleum Corporation	E/2 SE/4	17	24S	05E	BUTLER	KS
373/6	10/20/1981	Blackstone Industries Inc	Reach Petroleum Corporation	S/2	16	24S	05E	BUTLER	KS
373/9	10/20/1981	Blackstone Industries Inc	Reach Petroleum Corporation	S/2	21	24S	05E	BUTLER	KS
373/15	10/20/1981	Blackstone Industries Inc	Reach Petroleum Corporation	N/2	21	24S	05E	BUTLER	KS
373/12	10/20/1981	Blackstone Industries Inc	Reach Petroleum Corporation	S/2	20	24S	05E	BUTLER	KS
373/18	10/20/1981	Blackstone Industries Inc	Reach Petroleum Corporation	N/2	20	24S	05E	BUTLER	KS
377/62	1/20/1982	Blackstone Industries Inc	Reach Petroleum Corporation	S/2	29	24S	05E	BUTLER	KS
377/59	1/20/1982	Blackstone Industries Inc	Reach Petroleum Corporation	N/2	29	24S	05E	BUTLER	KS

WELL(S)					
DESCRIPTION	API	T	R	COUNTY	STATE
BLUESTEM WATERFLOOD UNIT		24S	05E	BUTLER	KS
8	15-015-22716	24S	05E	BUTLER	KS
BLUESTEM 1	15-015-21927	24S	05E	BUTLER	KS
A BLACKSTONE 1	15-015-21991	24S	05E	BUTLER	KS
BLUESTEM 7	15-015-22203	24S	05E	BUTLER	KS
A BLACKSTONE 2	15-015-22189	24S	05E	BUTLER	KS
A BLACKSTONE 7	15-015-22712	24S	05E	BUTLER	KS
A BLACKSTONE 3	15-015-22331	24S	05E	BUTLER	KS
A BLACKSTONE 4	15-015-22332	24S	05E	BUTLER	KS
BLACKSTONE B 4	15-015-22333	24S	05E	BUTLER	KS
BLACKSTONE B 8	15-015-22350	24S	05E	BUTLER	KS
BLUESTEM UNIT-1-WSW	15-015-23117	24S	05E	BUTLER	KS
BLUESTEM 4	15-015-22043	24S	05E	BUTLER	KS
A BLACKSTONE 5	15-015-22347	24S	05E	BUTLER	KS

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Dated Effective OCTOBER 1, 2019

BLUESTEM 2	15-015-21992	24S	05E	BUTLER	KS
BLACKSTONE B 5	15-015-22334-0001	24S	05E	BUTLER	KS
BLACKSTONE B 2	15-015-22190-0001	24S	05E	BUTLER	KS
BLUESTEM 5	15-015-22183-0001	24S	05E	BUTLER	KS
BLACKSTONE B 3	15-015-22200-0001	24S	05E	BUTLER	KS
BLACKSTONE 1-C	15-015-22330-0001	24S	05E	BUTLER	KS
BLUESTEM UNIT 10-A	15-015-23912	24S	05E	BUTLER	KS
BLUESTEM 10-B	15-015-23964	24S	05E	BUTLER	KS
BLUESTEM 8	15-015-24004	24S	05E	BUTLER	KS
BLUESTEM 11-B	15-015-23986	24S	05E	BUTLER	KS
BLUESTEM 9	15-015-24008	24S	05E	BUTLER	KS
BLUESTEM 12B	15-015-24009	24S	05E	BUTLER	KS
JOSEPH 2	15-015-22018	24S	05E	BUTLER	KS
JOSEPH 3	15-015-22352	24S	05E	BUTLER	KS
JOSEPH 1	15-015-21918-0002	24S	05E	BUTLER	KS

TRACT(S)					
DESCRIPTION	S	T	R	COUNTY	STATE
S/2	16	24S	05E	BUTLER	KS
E/2	17	24S	05E	BUTLER	KS
All	20	24S	05E	BUTLER	KS
All	21	24S	05E	BUTLER	KS
All	29	24S	05E	BUTLER	KS

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