

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
April 2019
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: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

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

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: _____



After recording return to:
Lone Tree Oil & Gas, LLC
Attn: Bob Huttmacher
7400 E. Caley Ave., Suite 190
Centennial, CO 80111

Book 339 Page 751
STATE OF KANSAS SS
COUNTY OF STEVENS
This instrument was filed for record on the 20
day of October A.D. 20 20
at 1:00 o'clock P.M. and duly recorded in
Book 339 on page 751 Fee 106.00
Walter Beck
(This space reserved for recording information)

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE OF CERTAIN LEASES (this "Assignment"), executed and delivered as of the 29 day of September 2020 (the "Closing Date"), is from **MARLIN OIL CORPORATION**, an Oklahoma Corporation and **TORO INVESTMENTS, LLC**, an Oklahoma LLC, collectively herein after referred to as ("Assignor"), to **LONE TREE OIL & GAS, LLC**, a Colorado limited liability company ("Assignee"), having a business address of 7400 E. Caley Ave., Suite 190, Centennial, CO 80111. For purposes of this Assignment, Assignor and Assignee may sometimes be referred to individually hereunder as a "Party" or collectively as the "Parties."

1. Granting Clause. Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant, bargain, sell, convey, set over, assign and transfer unto Assignee, effective as of 7:00 a.m., Central Time, on October 1, 2020 (the "Effective Time"), all of Assignor's right, title, and interest in, to and under:

(a) the oil and gas leases owned by Assignor, which incorporates all right, title and interest in every unit occupied by the wells set forth on Exhibit A, attached hereto and made a part hereof by this reference (the "Leases"); it is Assignor's intent to convey all of its right, title and interest in the East Half (E/2) of Sections 2 and 11-35S-35W; in the West Half (W/2) of Section 12-35S-35W; and in All of Section 11-34S-36W, Stevens County, Kansas to Assignee whether or not said interest is properly or completely described in said Exhibit "A".

(b) all personal property, fixtures and equipment located on the lands (the "Lands") that exclusively relate to the Leases;

(c) orders of regulatory authorities relating to oil and gas operations on the Leases (the "Orders");

(d) all oil, natural gas, casinghead gas, condensate, natural gas liquids, and all other liquid or gaseous hydrocarbons, products and other minerals ("Hydrocarbons") produced from, attributable to or allocable to the Leases on or after the Effective Time;

(e) all rights relating to underproduction (including the right to balance in kind or by cash payment) and obligations relating to overproduction (including the obligation to balance in kind or by cash payment), together with all rights and obligations relating to pipeline, production, gathering, transportation, storage, processing or other imbalances, overdeliveries, overlifts or similar matters ("Balancing Rights and Obligations");

(f) to the extent assignable, all contracts, agreements, licenses, easements and similar rights relating to operations on or the production, sale, storing, treating, processing, gathering, marketing, transportation and disposal of Hydrocarbons, water or any other substance produced from the Lands (the "Contracts"); and

(g) copies of files, books and records of Assignor in its actual possession or control, directly relating to the Assets, that plats, surveys, electric logs, drilling reports, mud logs, wellbore schematics, production data, pressure data, decline and production curves, well files, production records, accounting records, lease files, land files, marketing files, regulatory files, title opinions, abstracts of title, title curative, but excluding all files, books and records the transfer of which may not be made without violating legal obligations or waiving any attorney-client privilege or any attorney Work Product Doctrines (other than title opinions). Provided, however, that the

Entered in Transfer Record by my office this
5 day of October
A.D. 20 20
Walter Beck, County Clerk

Records shall not include: (i) the general corporate and limited liability company files and records of Assignee, including all tax and accounting records, even if containing references to the Assets; and (ii) any data or records which are subject to transfer restrictions or confidentiality obligations.

The rights, titles and interests described in clauses (a) through (g) above, less and except the Excluded Wells and the Reserved Assets (as hereinafter defined), are referred to herein as the "Assets."

Notwithstanding the foregoing, the Assets shall not include, and there is excepted, reserved and excluded from the sale contemplated hereby the following (collectively referred to herein as the "Reserved Assets"):

- (a) All trade credits, accounts receivables and other receivables accruing or attributable to the period before the Effective Time;
- (b) All production of Hydrocarbons from or attributable to the Assets with respect to all periods prior to the Effective Time and all proceeds attributable thereto except such Hydrocarbons for which Seller is credited an upward adjustment to the Purchase Price pursuant to Section 1(b) of this Agreement;
- (c) Any refund of, or loss carry forwards with respect to costs, taxes (including production, severance, ad valorem or any other taxes) or expense paid by Seller attributable to the period prior to the Effective Time;
- (d) Any and all proceeds from settlements of contract disputes attributable to periods of time prior to the Effective Time; and
- (e) All operator and other bonds posted by Seller in regard to the Assets.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever.

2. Special Warranty. This Assignment is made and delivered without any covenant or warranty of title, either express, implied, statutory or otherwise, except that Assignor hereby warrants title to the Assets as against all persons claiming or to claim the same or any interest therein by, through, or under Assignor, but not otherwise.

3. Subject to Letter Agreement. This Assignment is being executed and delivered in connection with the closing of the transactions contemplated by that certain Letter Agreement dated August 26, 2020, and as Amended on September 15, 2020 by and between Assignor, as Seller, and Assignee, as Buyer (the "Letter Agreement") and is subject in all respect to the terms and provisions of the Letter Agreement. In the event of any conflict between the Letter Agreement and this Assignment, the Letter Agreement will govern. The Letter Agreement shall survive the execution and delivery of this Assignment and its recordation, and shall not be deemed to have been merged with or into this Assignment, or any other assignment.

4. Assumed Obligations; Indemnification.

(a) Effective as of the Effective Time, Assignee hereby assumes all of the Assumed Obligations (as defined in the Letter Agreement).

(b) The obligations set forth in this Section 4 shall constitute covenants running with the land and shall be binding upon Assignee, its successors and assigns. From and after the Effective Time, Assignee and its successors and assignees hereby agree to indemnify, defend and hold harmless Assignor, its affiliates, and each of their respective trustees, stockholders, members, partners, directors, managers, officers, employees, agents, consultants and, advisers from and against any and all claims, demands, causes of action and administrative and other proceedings, damage, loss, cost, fines, liens, security interests, liability and expense, including court costs, reasonable attorneys' and experts' fees and pre- and post-judgment interest arising out of or resulting from the Assumed Obligations.

5. Separate Assignments. Separate assignments of the Assets or portions thereof on officially approved forms may be executed by Assignor and delivered to Assignee as necessary to satisfy applicable statutory or regulatory requirements. Such assignments shall be deemed to contain all of the rights, titles, interests, limitations, and privileges set forth herein as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same as, and not in addition to, the Assets conveyed herein.

6. Further Assurances. Assignor will execute, acknowledge and deliver such further conveyances and other instruments as may be reasonably necessary more fully to assure to Assignee, its successors or assigns, all of the respective properties, rights, titles, interests, estates, remedies, powers, and privileges by this Assignment granted, bargained, sold, conveyed, set over, assigned and transferred to or otherwise vested in Assignee, or intended so to be pursuant to the Letter Agreement.

7. Counterparts. This Assignment may be executed in several original counterparts, all of which are identical, except that to facilitate filing and recording, counterparts to be filed and recorded in the appropriate records of each county in which the Assets are located may have included in Exhibit A only that portion of Exhibit A that contains descriptions of the Assets which are subject to the recording acts and located in said county. Every counterpart of this Assignment shall be deemed to be an original for all purposes, and all such counterparts together shall constitute one and the same instrument. A counterpart of this Assignment with all portions of the Exhibit A attached thereto will be kept at the offices of Assignee at the address indicated above.

8. Miscellaneous.

8.1 Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Assets against Assignor's predecessors in title to the Assets.


8.2 References herein to liens, encumbrances, agreements and other matters shall not be deemed to ratify or acknowledge any such lien, encumbrance, agreement or other matter, or to create any rights in any third party.

8.3 This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee, and their respective successors and assigns.


EXECUTED by Assignor and Assignee on the Closing Date, but effective for all purposes as of the Effective Time.

ASSIGNOR

MARLIN OIL CORPORATION


BY: 
Name: Larry J. Gordon
Title: president

TORO INVESTMENTS, LLC

BY: 
Name: Larry J. Gordon
Title: Manager

ASSIGNEE

LONE TREE OIL & GAS, LLC

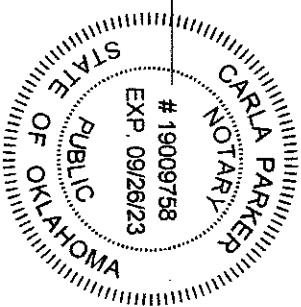
BY: 
Name: Bob Huttmacher
Title: Partner

CORPORATION ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me the undersigned, a Notary Public, in and for said County and State, on this 29th day of September, 2020, personally appeared Larry J. Gordon to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as President of Marlin Oil Corporation and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes, and in the capacity therein set forth.

Given under my hand and seal the day and year last above written,
9-26-23
My Commission Expires _____
Carla Parker
Notary Public

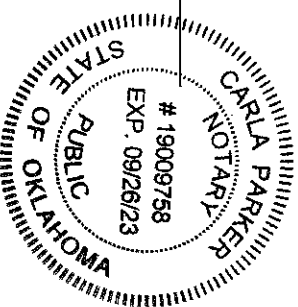


L.L.C. ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me the undersigned, a Notary Public, in and for said County and State, on 29th day of September, 2020, personally appeared Larry J. Gordon to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Manager of Toro Investments, L.L.C. and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such L.L.C., for the uses and purposes, and in the capacity therein set forth.

Given under my hand and seal the day and year last above written,
9-26-23
My Commission Expires _____
Carla Parker
Notary Public



L.L.C. ACKNOWLEDGMENT

STATE OF COLORADO
COUNTY OF ARAPAHOE

Before me the undersigned, a Notary Public, in and for said County and State, on this 30th day of September, 2020, personally appeared Bob Huttmacher to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Partner of Lone Tree Oil & Gas, L.L.C. and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such L.L.C., for the uses and purposes, and in the capacity therein set forth.

Given under my hand and seal the day and year last above written,
01/22/2023
My Commission Expires _____
Jay Regenold
Notary Public

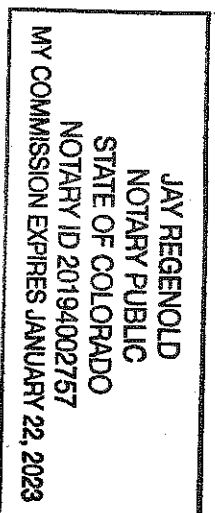


EXHIBIT "A"

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale dated September 29, 2020, by and between Marlin Oil Corporation and Toro Investments, LLC, Assignors, and Lone Tree Oil & Gas, LLC, Assignee covering oil and gas leasehold rights in Stevens County, Kansas.

| <u>LESSOR</u> | <u>LESSEE</u> | <u>DATED</u> | <u>RECORDED BOOK-PAGE</u> | <u>DESCRIPTION-ALL LOCATED IN STEVENS CO. KANSAS</u> |
|--|--------------------|--------------|-------------------------------|---|
| <u>BARRELL #1-11 UNIT E/2 Section 2-35S-35W and E/2 Section 11-35S-35W</u> | | | | |
| Maxwell, Dove Lucille | Kennedy & Mitchell | 6/25/76 | 74 – 702 | SE/4 of Section 2-35S-35W (as to horizons below sea level) |
| Maxwell, Dove Lucille | Kennedy & Mitchell | 6/25/76 | 74 – 699 | NE/4 of Section 2-35S-35W (as to horizons below sea level) |
| Federal Land Bank of Wichita | Kennedy & Mitchell | 6/15/76 | 74 – 581 | E/2 of Section 11-35S-35W (as to horizons below sea level) |
| Franz Barrell, et ux | Kennedy & Mitchell | 6/25/76 | 75 - 40 | NE/4 of Section 11-35S-35W (as to horizons below sea level) |
| Franz Barrell, et ux | Kennedy & Mitchell | 6/25/76 | 75 - 42 | SE/4 of Section 11-35S-35W (as to horizons below sea level) |
| <u>GOOCH #1-12 UNIT W/2 Section 12-35S-35W</u> | | | | |
| Mono Corporation | Kennedy & Mitchell | 4/15/76 | 74 – 320 | W/2 of Section 12-35S-35W |
| R. F. Schoolfield | Kennedy & Mitchell | 4/15/76 | 74 – 337 | W/2 of Section 12-35S-35W |
| Neil W. Schoolfield | Kennedy & Mitchell | 4/15/76 | 74 – 339 | W/2 of Section 12-35S-35W |
| Elise Sandoz Mudd Trust et al | Kennedy & Mitchell | 4/15/76 | 74 – 565 | W/2 of Section 12-35S-35W |

| <u>LESSOR</u> | <u>LESSEE</u> | <u>DATED</u> | <u>RECORDED BOOK-PAGE</u> | <u>DESCRIPTION-ALL LOCATED IN STEVENS CO. KANSAS</u> |
|---|--------------------------|--------------|-------------------------------|--|
| <u>LEWIS #1-11 UNIT All of Section 11-34S-36W</u> | | | | |
| J E & Media Bevan, H/W | W H Stanley | 9/24/29 | 3 - 465 | S/2 of Section 11-34S-36W |
| Elma Lodge of Perfection | Republic Natural Gas Co. | 11/6/44 | 13 - 111 | N/2 of Section 11-34S-36W |
| END OF EXHIBIT | | | | |