

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: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

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: _____



Date Recorded: 6/22/2021 11:25:00 AM

[ELECTRONICALLY FILED]

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT: Cholla Pawnee Partners, LLC, 10390 Bradford Rd., Suite 201, Littleton, CO 80127, Cynosure Enterprises, LLC, 3 Churchill Drive, Cherry Hills Village, CO 80113, hereinafter known as "Assignor" whether one or more, for and in consideration of ONE HUNDRED DOLLARS (\$100.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey unto Cottonwood Energy LLC, whose address is 1766 Montgomery Circle, Longmont, CO 80504

(hereinafter known as "Assignee" whether one or more), all of Assignor's right, title and interest in and to the following:

a. the oil, gas and other mineral leases described on Exhibit A, attached hereto and made a part hereof, (the "Lease" or "Leases") and any overriding royalty interest, royalty interest, non-working or carried interest, mineral fee interest, operating rights and other rights and interest described on Exhibit A, together with the lands covered thereby or pooled or unitized therewith (the "Lands"), together with (i) all right, title, and interest of Assignor in and to any other mineral interest of any nature (A) located in, on, or under the Lands, or (B) which are attributable to the proration unit or designated pooled unit for any of the Wells (as hereinafter defined), in each case whether or not described in or omitted from Exhibit A, (ii) all rights with respect to any pooled, communitized or unitized interest by virtue of any Leases and Lands or the interest described in clause (i) above being a part thereof, and (iii) all production of oil, gas and associated liquids and other hydrocarbons (the "Hydrocarbons") after the Effective Time (as hereinafter defined) from the Leases and the Lands, and from any such pooled, communitized or unitized interest and allocated to any such Leases and Lands or the interest described in clause (i) and (ii) above, and the Hydrocarbons described in clause (iii) above, being collectively referred to as the "Subject Interests" or singularly, a "Subject Interest;"

b. all easements, rights-of-way, servitudes, surface leases, surface use agreements and other rights or agreements related to the use of the surface and subsurface (the "Surface Agreements"), in each case to the extent used in connection with the operation of the Subject Interests;

c. to the extent assignable or transferable, all permits, licenses, consents, approvals or other similar rights and privileges (the "Permits"), in each case to the extent used in connection with the operation of the Subject Interests;

d. all equipment, machinery, fixtures, spare parts, inventory and other personal property (including Assignor's leasehold interest therein subject to any necessary consents to assignment) used in connection with the operation of the Subject Interests or in connection with the production, treatment, compression, gathering, transportation, sale or disposal of Hydrocarbons produced from or attributable to the Subjects Interests (the "Equipment"), and any water, byproducts or waste produced therefrom or therewith or otherwise attributable thereto, including all wells (whether producing, shut in or abandoned, and whether for production, produced water injection or disposal, or otherwise) and the interests therein described on Exhibit A together with all of Assignor's interest, if any, within the spacing, producing, proration, federal exploratory, enhanced recovery, or governmentally prescribed unit attended to the described Wells, wellhead equipment, pumps, pumping units, flowlines, gathering systems, pipe, tanks, treatment facilities, injection facilities, disposal facilities, compression facilities and other materials, supplies and buildings used in connection with the Subject Interests and the other matters described in this definition of Assets (the "Facilities"); Asset # 51762;

e. to the extent assignable or transferable, all contracts, agreements, drilling contracts, equipment leases, rental contracts, production sales and marketing contracts, farmout and farmin agreements, operating agreements, service agreements, unit agreements, gas gathering and transportation agreements and other contracts, agreements and arrangements relating to the Subject Interests and the other matters described in this definition of Assets, and subject to, and in accordance with, any limitations set forth in such agreements (the "Contracts");

f. all files, records and data relating to the items described in Section 1.01(a) through (e) maintained by Assignor including, without limitation, the following, if and to the extent that such files exist: all books, records, reports, manuals, files, title documents, including correspondence, records of production and maintenance, revenue, sales, expenses, warranties, lease files, land files, well files, division order files, abstracts, title opinions, assignments, reports, property records, contract files, operations files, copies of tax and accounting records (but excluding Federal and state income tax returns and records) and files, maps, core data, hydrocarbon analysis, well logs, mud logs, field studies together with other files, contracts and other records and data including all geologic and geophysical data and maps, but excluding from the foregoing those files, records and data subject to written unaffiliated third party contractual restrictions on disclosure or transfer (the "Records"); and

g. to the extent monies are held in suspense, all monies held in suspense by Assignor relating to the Wells before the Effective Time for the account of working interest, royalty interest and/or overriding royalty interest owners.

Excluded Assets. Notwithstanding the foregoing, the Assets shall not include, and there is excepted, reserved and excluded from the sale, transfer and assignment contemplated hereby the following excluded properties, rights, and interests (collectively, the "Excluded Assets"):

(a) all trade credits and all accounts, instruments and general intangibles (as such terms are defined in the Uniform Commercial Code as adopted in the affected jurisdiction) attributable to the Assets with respect to any period of time prior to the Effective Time;

(b) any claims or causes of action of Assignor,

- i. arising from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Time,
- ii. arising under or with respect to any of the Contracts that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds), or
- iii. with respect to any of the Excluded Assets;

IN WITNESS WHEREOF, this instrument is executed the 28th day of April, 2021, but shall be effective as of the 1st day of _____, 2021, (the "Effective Date").

ASSIGNOR:

Cholla Pawnee Partners, LLC

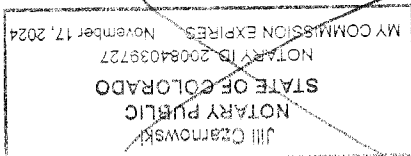
By: [Signature]
Name: William T. Guff
Title: Managing Member

ACKNOWLEDGMENT - CORPORATE

STATE OF Colorado
COUNTY OF Jefferson

On April 28, 2021, before me, the undersigned Notary Public in and for said county and state, personally appeared William T. Guff, known to me to be the identical person whose name is subscribed to the foregoing instrument as its Managing Member of Cholla Pawnee Partners, LLC, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

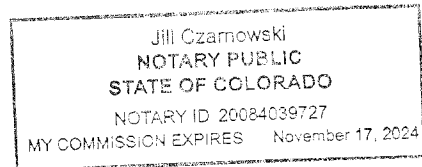
(SEAL)



[Signature]
Notary Public
My commission expires: 11/17/2024

Cynosure Enterprises, LLC

By: [Signature]
Name: Neyeska G. Mutt
Title: Managing Member

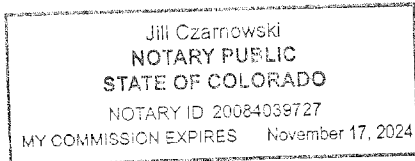


ACKNOWLEDGMENT - CORPORATE

STATE OF Colorado
COUNTY OF Jefferson

On April 28, 2021, before me, the undersigned Notary Public in and for said county and state, personally appeared Neyeska G. Mutt, known to me to be the identical person whose name is subscribed to the foregoing instrument as its Managing Member of Cynosure Enterprises, LLC, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)



[Signature]
Notary Public
My commission expires: 11/17/2024

ASSIGNEE:

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT - CORPORATE

STATE OF _____
COUNTY OF _____

On _____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____, known to me to be the identical person whose name is subscribed to the foregoing instrument as its _____ of _____, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

Notary Public
My commission expires: _____

ATTORNEY IN FACT ACKNOWLEDGMENT

IN WITNESS WHEREOF, this instrument is executed the _____ day of _____, 2021, but shall be effective as of the 1st day of _____, 2021, (the "Effective Date").

ASSIGNOR:

Challa Pawnee Partners, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT - CORPORATE

STATE OF _____)
COUNTY OF _____)

On _____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____, known to me to be the identical person whose name is subscribed to the foregoing instrument as its _____ of _____, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

Notary Public
My commission expires: _____

Cynosure Enterprises, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT - CORPORATE

STATE OF _____)
COUNTY OF _____)

On _____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____, known to me to be the identical person whose name is subscribed to the foregoing instrument as its _____ of _____, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

Notary Public
My commission expires: _____

ASSIGNEE: **Cottonwood Energy LLC**
By: _____
Name: **Shane C. Schultz**
Title: **Manager / Member**

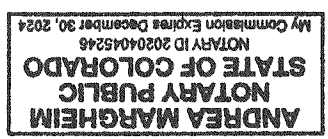
ACKNOWLEDGMENT - CORPORATE

STATE OF Colorado)
COUNTY OF Boulder)

On May 10, 2021, before me, the undersigned Notary Public in and for said county and state, personally appeared Shane C. Schultz, known to me to be the identical person whose name is subscribed to the foregoing instrument as its Member of Cottonwood Energy LLC, and acknowledged that the same was executed and delivered as his/her free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

(SEAL)

Andrea Margheim
Notary Public
My commission expires: December 30, 2024



STATE OF _____ }
COUNTY OF _____ }

BEFORE ME, the undersigned authority, on this day personally appeared _____
Attorney-in-Fact for _____, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration
therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this _____ day of _____, 2019.

MY COMMISSION EXPIRES: _____

Notary Public

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ }

On _____, before me, the undersigned Notary Public in and for said county and state, personally appeared
_____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged
that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set
my hand and official seal as of the date hereinabove stated.

(SEAL)

Notary Public
My commission expires: _____

Asset # _____

EXHIBIT "A"

Leases:

Lessor: Ernest R. Sauer, a single person
Lessee: Downing Nelson Oil Company, Inc.
Description: SE4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
Date: September 19, 2001
Primary Term: 3 years
Recorded: Memorandum of Lease recorded Book 114 /Page 62

Lessor: Wilma D. Fox and Jackie J. Fox, wife and husband, individually and Wilma D. Fox, as Trustee of the Wilma D. Fox
Revocable Trust dated October 19, 1994
Lessee: Downing Nelson Oil Company, Inc.
Description: SE4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
Date: September 19, 2001
Primary Term: 3 years
Recorded: Memorandum of Lease recorded Book 114 /Page 65

Lessor: Eleanor M. Grout, a single person
Lessee: Downing Nelson Oil Company, Inc.
Description: SE4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
Date: October 1, 2001
Primary Term: 3 years
Recorded: Memorandum of Lease recorded Book 114 /Page 68

Lessor: Delbert E. Bollig and Donna R. Bollig, husband and wife
Lessee: Summit Land Company
Description: SW4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
Date: March 16, 2011
Primary Term: 3 years
Recorded: Memorandum of Lease recorded Book 170 /Page 467

Lessor: Bandera Minerals III, LLC, an Oklahoma Limited Liability Company
Lessee: Summit Land Company
Description: SW4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
Date: April 16, 2011
Primary Term: 3 years
Recorded: Memorandum of Lease recorded Book 170 /Page 464

Lessor: Julius P. and Christina Bollig, husband and wife
Lessee: Summit Land Company
Description: E2NE4, W2NE4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
Date: September 28, 2010
Primary Term: 3 years
Recorded: Memorandum of Lease recorded Book 165 /Page 586

Lessor: Jennifer Clark, a married woman dealing in her sole and separate property

Lessee: Summit Land Company
 Description: NE4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
 Date: October 12, 2011
 Primary Term: 3 years
 Recorded: Memorandum of Lease recorded Book 175 /Page 120

Lessor: Lynn Nelson, a married woman dealing in her sole and separate property
 Lessee: Summit Land Company
 Description: NE4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
 Date: October 20, 2011
 Primary Term: 3 years
 Recorded: Memorandum of Lease recorded Book 175 /Page 121

Lessor: Stephanie Wright, a married woman dealing in her sole and separate property
 Lessee: Summit Land Company
 Description: NE4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
 Date: October 12, 2011
 Primary Term: 3 years
 Recorded: Memorandum of Lease recorded Book 175 /Page 123

Lessor: Marilyn S. McElhany, a single woman
 Lessee: Summit Land Company
 Description: NE4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
 Date: October 26, 2011
 Primary Term: 3 years
 Recorded: Memorandum of Lease recorded Book 175 /Page 222

Lessor: Carolyn S. Brada and Donald Brada, wife and husband
 Lessee: Summit Land Company
 Description: NE4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
 Date: October 26, 2011
 Primary Term: 3 years
 Recorded: Memorandum of Lease recorded Book 175 /Page 221

Lessor: Carolyn S. Brada, Successor Trustee of the Mary Margaret Cromb Revocable Trust UTA dated 6-28-85, as amended
 Lessee: Summit Land Company
 Description: NE4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
 Date: November 7, 2011
 Primary Term: 3 years
 Recorded: Memorandum of Lease recorded Book 175 /Page 739

Lessor: Bandera Minerals III, LLC, an Oklahoma Limited Liability Company
 Lessee: Summit Land Company
 Description: N2NW4, S2NW4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
 Date: April 16, 2011
 Primary Term: 3 years
 Recorded: Memorandum of Lease recorded Book 170 /Page 464

Lessor: Delbert E. Bollig and Donna R. Bollig, husband and wife
 Lessee: Summit Land Company
 Description: S2NW4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
 Date: March 16, 2011
 Primary Term: 3 years
 Recorded: Memorandum of Lease recorded Book 170 /Page 467

Lessor: The Bertha Riedel Revocable Trust dated March 8, 2004, Bertha Riedel, Trustee
 Lessee: Summit Land Company
 Description: N2NW4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
 Date: September 28, 2010
 Primary Term: 3 years
 Recorded: Memorandum of Lease recorded Book 166 /Page 444

Lessor: Julie Perrault, a single woman
 Lessee: Summit Land Company
 Description: N2NW4, S2NW4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
 Date: February 18, 2012
 Primary Term: 3 years
 Recorded: Memorandum of Lease recorded Book 177 /Page 390

Lessor: Lisa Noelle Zoller Putnam, a married woman dealing in her sole and separate property
 Lessee: Summit Land Company
 Description: NW4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
 Date: January 31, 2012
 Primary Term: 3 years
 Recorded: Memorandum of Lease recorded Book 176 /Page 65

Lessor: White Star Energy, Inc.
 Lessee: Summit Land Company
 Description: NW4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
 Date: December 14, 2011
 Primary Term: 3 years
 Recorded: Memorandum of Lease recorded Book 175 /Page 223

Lessor: Pecos Bend Royalties, L.P.
 Lessee: Summit Land Company
 Description: NW4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L

Date: December 8, 2011
Primary Term: 3 years
Recorded: Memorandum of Lease recorded Book 176 /Page 371.

Lessor: Sarah Zoller, a married woman dealing in her sole and separate property
Lessee: Summit Land Company
Description: NW4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
Date: November 22, 2011
Primary Term: 3 years
Recorded: Memorandum of Lease recorded Book 174 /Page 737

Lessor: Catherine Zoller Jamison, a married woman dealing in her sole and separate property
Lessee: Summit Land Company
Description: NW4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
Date: January 3, 2012
Primary Term: 3 years
Recorded: Memorandum of Lease recorded Book 175 /Page 452

Lessor: Mark Zoller, a married man dealing in his sole and separate property
Lessee: Summit Land Company
Description: NW4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
Date: February 17, 2012
Primary Term: 3 years
Recorded: Memorandum of Lease recorded Book 176 /Page 373

Lessor: Hunter Zoller Heritage, LLC
Lessee: Summit Land Company
Description: NW4 Section 21-T13S-R21W, Trego County, Kansas, 160 Acres M/L
Date: November 22, 2011
Primary Term: 3 years
Recorded: Memorandum of Lease recorded Book 174 /Page 736

Wells:

Sauer 1-21, API# 15-195-22243-0100
NE NW SW SE Section 21- T13S-R21W, Trego County, Kansas

Sauer 2-21, API# 15-195-22251-0100
NE NW SE SE Section 21- T13S-R21W, Trego County, Kansas

Sauer 3-21H, API# 15-195-22780-0100
NE SE SW SE Section 21- T13S-R21W, Trego County, Kansas

END OF EXHIBIT "A"

- (c) all rights and interests of Assignor,
 - i. under any policy or agreement of insurance or indemnity,
 - ii. under any bond, or
 - iii. to any insurance or condemnation proceeds or awards arising in each case from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Time;
- (d) all Hydrocarbons produced from or otherwise attributable to the Subject Interests with respect to all periods prior to the Effective Time, together with all proceeds from the sale of such Hydrocarbons, and all tax credits attributable thereto;
- (e) all claims of Assignor for refunds or loss carry forwards with respect to ad valorem, severance, production or any other taxes attributable to any period prior to the Effective Time;
- (f) all amounts due or payable to Assignor as adjustments to insurance premiums related to the Assets with respect to any period prior to the Effective Time;
- (g) all proceeds, income or revenue (and any security or other deposits made) attributable to the Assets for any period prior to the Effective Time;
- (h) all documents and instruments of Assignor that may be protected by an attorney-client or other privilege;
- (i) data, information, and other property, rights or interests that cannot be disclosed or assigned to Assignee as a result of confidentiality or similar arrangements;
- (j) all audit rights arising under any of the Contracts or otherwise with respect to any period prior to the Effective Time; and
- (k) all corporate, income tax and financial records of Assignor not included in the Records.

Special Warranty of Title. Assignor hereby agrees to warrant and defend title to the Assets solely unto Assignee against every person whomsoever lawfully claiming or to claim the same or any part of the same by, through, or under Assignor, but not otherwise. To the extent transferable, Assignor does hereby transfer and convey to Assignee the benefits of and the right to enforce all covenants and warranties which Assignor is entitled to enforce with respect to the Assets, including without limitation, full substitution and subrogation of all prior rights and warranty, and the benefit of and the right to enforce all rights accruing under applicable statutes of limitation or prescription.

Disclaimer. ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNEE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO (a) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, SECONDARY OR TERTIARY RECOVERY OPPORTUNITIES, DECLINE RATES, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ASSETS, (b) THE ACCURACY, COMPLETENESS OR MATERIALITY OR SIGNIFICANCE OF ANY INFORMATION, DATA, GEOLOGICAL OR GEOPHYSICAL DATA (INCLUDING ANY INTERPRETATIONS OR DERIVATIVES BASED THEREON) OR OTHER MATERIALS (WRITTEN OR ORAL) CONSTITUTING PART OF THE ASSETS, NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, (c) THE CONDITION, INCLUDING, THE ENVIRONMENTAL CONDITION OF THE ASSETS AND (d) THE COMPLIANCE OF ASSIGNOR'S PAST PRACTICES WITH THE TERMS AND PROVISIONS OF ANY AGREEMENT IDENTIFIED ON EXHIBIT A, OR ANY SURFACE AGREEMENT, PERMIT OR CONTRACT OR APPLICABLE LAWS, INCLUDING ENVIRONMENTAL LAWS AND LAWS NOW OR HEREAFTER IN EFFECT, RELATING TO THE PROTECTION OF NATURAL RESOURCES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ASSIGNMENT AND BILL OF SALE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AND ASSIGNEE HEREBY WAIVES, AS TO PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES, BUILDINGS, AND GEOLOGICAL AND GEOPHYSICAL DATA (INCLUDING ANY INTERPRETATIONS OR DERIVATIVES BASED THEREON) CONSTITUTING A PART OF THE ASSETS (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY IMPLIED OR EXPRESS WARRANTY THAT ANY DATA TRANSFERRED PURSUANT HERETO IS NONINFRINGING, (v) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (vi) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (vii) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAWS, AND (viii) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, OR LAWS RELATING TO THE PROTECTION OF THE ENVIRONMENT, HEALTH, SAFETY OR NATURAL RESOURCES OF RELATING TO THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, INCLUDING ASBESTOS CONTAINING MATERIAL, LEAD BASED PAINT OR MERCURY AND ANY OTHER HAZARDOUS SUBSTANCES OR WASTES, IT BEING THE EXPRESS INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE ASSETS, INCLUDING ALL PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND BUILDINGS INCLUDED IN THE ASSETS, SHALL BE CONVEYED TO ASSIGNEE, AND ASSIGNEE SHALL ACCEPT THE SAME, AS IS, WHERE IS, WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR. ASSIGNEE REPRESENTS AND WARRANTS TO ASSIGNOR THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS WITH RESPECT TO SUCH ASSETS AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAWS (INCLUDING ENVIRONMENTAL LAWS AND LAWS RELATING TO THE PROTECTION OF NATURAL RESOURCES, HEALTH, SAFETY OR THE ENVIRONMENT) TO BE EFFECTIVE, THE DISCLAIMERS OF THE WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR ALL PURPOSES. ASSIGNEE ACKNOWLEDGES THAT IT HAS BEEN INFORMED THAT OIL AND GAS PRODUCING FORMATIONS CAN CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM"). SCALE FORMATION OR SLUDGE DEPOSITS CAN CONCENTRATE LOW LEVELS OF NORM ON EQUIPMENT AND OTHER ASSETS. THE ASSETS SUBJECT TO THIS ASSIGNMENT AND BILL OF SALE MAY HAVE LEVELS OF NORM ABOVE BACKGROUND LEVELS, AND A HEALTH HAZARD MAY EXIST IN CONNECTION WITH THE ASSETS BY REASON THEREOF, THEREFORE, ASSIGNEE MAY NEED TO AND SHALL FOLLOW SAFETY PROCEDURES WHEN HANDLING THE EQUIPMENT AND OTHER ASSETS.

Assignment. This Assignment and Bill of Sale shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns.

Counterpart Execution. This Assignment and Bill of Sale may be executed in counterparts. If counterparts of this Assignment and Bill of Sale are executed, the signature pages from each counterpart may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment and Bill of Sale, but each counterpart shall be considered an original.

Recording. In addition to filing this Assignment and Bill of Sale of record in Trego County in the State of Kansas, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein.

Exhibits. Exhibits referred to herein are hereby incorporated in and made a part of this Assignment and Bill of Sale for all purposes by such reference.