

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 _____

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle: FSL/FNL	Circle: FEL/FWL		
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

A separate sheet may be attached if necessary.

* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

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: _____

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS §
 §
COUNTY OF HAMILTON §

This Assignment and Bill of Sale (this “Assignment”) is effective as of July 1, 2019, at 12:01 a.m. local time at the location of the Assets (the “Effective Time”), from **Riviera Upstream, LLC**, a Delaware limited liability company (“RUL”) and **Riviera Operating, LLC**, a Delaware limited liability company (“ROL”) and, together with RUL, the “Assignors”, and each an “Assignor”), to **Scout Energy Group V, LP**, a Texas limited partnership (“Assignee”). Assignors and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

Assignors, for a good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms set forth herein, do by these presents grant, bargain, sell, convey, assign, transfer, set over, and deliver unto Assignee all of Assignors’ right, title, and interest in, to, and under the following (collectively, the “Assets”), except to the extent constituting Excluded Assets, as hereinafter defined:

1. all of the oil and gas leases and subleases described in Exhibit A or located within the following counties in the state of (a) Kansas: Finney, Grant, Hamilton, Haskill, Kearney, Mead, Morton, Seward, Stanton, and Stevens, and (b) Oklahoma: Beaver and Texas (the “Designated Area”), together with any and all other right, title and interest of Assignors in and to the leasehold estates created thereby subject to the terms, conditions, covenants and obligations set forth in such leases or Exhibit A (such interest in such leases, the “Leases”), all related rights and interests in the lands covered by the Leases and any lands pooled or unitized therewith (such lands, the “Lands”), and all royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests, back-in interests and other burdens upon, measured by or payable out of production applicable to the Leases and the Lands;

2. any and all oil, gas, water, observation, injection, CO2 and disposal wells located on any of the Lands or located within the Designated Area, whether producing, shut-in, or temporarily abandoned, (such interest in such wells, including the wells set forth in Exhibit B, the “Wells”), and all Hydrocarbons produced therefrom or allocated thereto from and after the Effective Time;

3. all rights and interests in, under or derived from all unitization and pooling agreements, declarations and orders in effect with respect to any of the Leases or Wells and the units created thereby, (the “Units” and together with the Leases, the Lands, and the Fee Minerals (as defined in the Deed) and the Wells, the “Properties” or individually, a “Property”);

4. all rights and interest in the Jayhawk plant, as described on Exhibit C (the “Jayhawk Plant”) and the Satanta gas plant, as described on Exhibit C (the “Satanta Plant”) and, together with the Jayhawk Plant, the “Processing Plants”);

Exhibit A

To that certain Assignment and Bill of Sale, dated effective July 1, 2019, by and between Riviera Upstream, LLC and Riviera Operating, L.L.C. collectively as Assignor, and Scout Energy Group V, L.P., as Assignee

Leases

LEASE NO	LESSOR	LESSEE	DATE	TWP	RNG	SEC	BOOK	PAGE	REGISTRY	STATE	COUNTY
L007976000	DELLA WOELFEL ET VIR	CITIES SERVICE PRODUCTION COMPANY	2/6/1963	0235	041W	008	16	96		KANSAS	HAMILTON
L052179000	RALPH V THUROW ET AL	HAMILTON BROTHERS LTD	1/18/1960	0235	041W	011	14	159		KANSAS	HAMILTON
L000345000	CARL R BRADSHAW	UNITED PRODUCING COMPANY INC	1/28/1955	0235	041W	012	11	190		KANSAS	HAMILTON
L048086000	NELSON THOMAS ET UX	PRI KANSAS INC.	9/28/1987	0235	041W	013	31	193		KANSAS	HAMILTON
L008087000	GUYTHER ROBERT O ET AL	PRI KANSAS INC.	9/21/1987	0235	041W	013	34	204		KANSAS	HAMILTON
L008101000	DELMER STUCKY ET UX	LYNN C STEWART	5/10/1973	0235	041W	015	22	68		KANSAS	HAMILTON
L007902000	OCHS LAWRENCE O & EMOGENE	WILLIAM S. MILLENER	12/31/1953	0235	041W	016	10	241		KANSAS	HAMILTON
L007903000	GRABER MABEL ET AL	WILLIAM S. MILLENER	2/4/1954	0235	041W	016	110	251		KANSAS	HAMILTON
L007975000	HEGER RUDOLPH & WAVIE	KENNETH R. SWENSON	11/17/1960	0235	041W	017	14	262		KANSAS	HAMILTON
L007976000	DELLA WOELFEL ET VIR	CITIES SERVICE PRODUCTION COMPANY	2/6/1963	0235	041W	017	16	96		KANSAS	HAMILTON
L007977000	WEBB JERRY D & MAUDE	PURE OIL COMPANY	9/23/1953	0235	041W	017	10	3		KANSAS	HAMILTON
L049431000	JERRY D WEBB ET UX	THE PURE OIL COMPANY	9/23/1953	0235	041W	017	10	3		KANSAS	HAMILTON
L007905000	OCHS LARRY R & LUCINDA	J. FRED HAMBRIGHT, INC.	10/3/1989	0235	041W	022	36	106		KANSAS	HAMILTON
L007906000	GRACE CHILDREN'S HOME	J. FRED HAMBRIGHT, INC.	10/16/1989	0235	041W	022	36	126		KANSAS	HAMILTON
L007907000	EASTON DR ROBERT S & RUTH	J. FRED HAMBRIGHT, INC.	10/3/1989	0235	041W	022	36	107		KANSAS	HAMILTON
L007908000	OCHS LAWRENCE O & EMOGENE	J. FRED HAMBRIGHT, INC.	10/3/1989	0235	041W	022	36	105		KANSAS	HAMILTON
L007910001	SUGHRUE KATHRYN E	PLAINS RESOURCES, INC.	11/3/1989	0235	041W	023	36	155		KANSAS	HAMILTON
L007910002	SOBRAY HELEN M ESTATE	PLAINS RESOURCES, INC.	11/3/1989	0235	041W	023	36	155		KANSAS	HAMILTON
L007910003	ROGERS DOROTHY L & BERT F	PLAINS RESOURCES, INC.	10/6/1989	0235	041W	023	36	137		KANSAS	HAMILTON
L007910004	ROGERS DOROTHY L & BERT F	PLAINS RESOURCES, INC.	10/6/1989	0235	041W	023	36	136		KANSAS	HAMILTON
L007910005	ROGERS DOROTHY L & BERT F	PLAINS RESOURCES, INC.	10/6/1989	0235	041W	023	36	134		KANSAS	HAMILTON
L007910006	ROGERS DOROTHY L & BERT F	PLAINS RESOURCES, INC.	10/6/1989	0235	041W	023	36	135		KANSAS	HAMILTON
L008010001	WILCOXEN JESSE L JR AND MARY	LADD PETROLEUM CORPORATION	7/7/1987	0235	041W	024	34	174		KANSAS	HAMILTON
L008010002	CHISHOLM MILDRED F AND J E	PLAINS RESOURCES, INC.	10/14/1987	0235	041W	024	34	207		KANSAS	HAMILTON
L008011000	BURCH DONALD R	PLAINS RESOURCES, INC.	10/7/1987	0235	041W	024	34	202		KANSAS	HAMILTON
L008012000	PHILLIPS FRANCES A ET AL	PRI KANSAS, INC.	9/18/1987	0235	041W	024	34	187		KANSAS	HAMILTON
L007911000	WILCOXEN JESSE L JR & MARY	M. C. BLUHM	1/19/1984	0235	041W	025	9	473		KANSAS	HAMILTON
L007977000	WEBB JERRY D & MAUDE	PURE OIL COMPANY	9/23/1953	0235	041W	025	10	3		KANSAS	HAMILTON
L008016000	CATHERINE SUGHRUE ET AL	HAMILTON BROTHERS LTD	5/4/1960	0235	041W	025	14	211		KANSAS	HAMILTON
L048742000	CATHARINE SUGHRUE ET AL	HAMILTON BROTHERS LTD	5/4/1960	0235	041W	025	14	211		KANSAS	HAMILTON
L049431000	JERRY D WEBB ET UX	THE PURE OIL COMPANY	9/23/1953	0235	041W	025	10	3		KANSAS	HAMILTON
L007911000	WILCOXEN JESSE L JR & MARY	M. C. BLUHM	1/19/1984	0235	041W	026	9	473		KANSAS	HAMILTON
L008019000	BUHRLE DAVID	WILLIAM S. MILLENER	1/2/1954	0235	041W	026	10	333		KANSAS	HAMILTON
L008032001	JOHN E TRACY ET UX	J CECIL RHODES	2/1/1976	0235	041W	028	24	280		KANSAS	HAMILTON
L008032002	MURLIN CARTER ET UX	J CECIL RHODES	2/1/1976	0235	041W	028	24	281		KANSAS	HAMILTON
L037655002	JOHN E TRACY ET UX	THE PURE OIL COMPANY	9/21/1953	0235	041W	028	10	11		KANSAS	HAMILTON
L037655003	MURLIN CARTER ET UX	THE PURE OIL COMPANY	9/21/1953	0235	041W	028	10	12		KANSAS	HAMILTON
L007840001	VIRGINIA HAMMETT EWING ET AL	LYNN C STEWART	6/1/1973	0235	041W	029	22	131		KANSAS	HAMILTON
L007840002	ESTATE OF FERDINAND STANLEY EWING, M. D.	LYNN C. STEWART	9/4/1973	0235	041W	029	22	132		KANSAS	HAMILTON
L007877001	TRACY JOHN E AND VIRGINIA	THE PURE OIL COMPANY	9/21/1953	0235	041W	032	10	11		KANSAS	HAMILTON
L007877002	CARTER MURLIN AND DORIS	THE PURE OIL COMPANY	9/21/1953	0235	041W	032	10	12		KANSAS	HAMILTON
L037655002	JOHN E TRACY ET UX	THE PURE OIL COMPANY	9/21/1953	0235	041W	032	10	11		KANSAS	HAMILTON

Additional Surface Owner Information

Hamilton
28 23S 41W

TRACY FARMS LTD
PO BOX 608
SYRACUSE, KS 67878-0608

AMENDED AND RESTATED FARMOUT AGREEMENT

THIS AMENDED AND RESTATED FARMOUT AGREEMENT (this "Agreement") is made and entered into as of March 31, 2021 (the "Effective Date"), by and between Scout Energy Group V, LP, Scout Energy Partners V-A, LP, Scout Energy Group Co-Invest V, LP, Scout Energy Partners Co-Invest V-A, LP (collectively, "Farmor"), with an address at 4901 LBJ Freeway, Suite 300, Dallas, Texas 75244 and Brooks Energy Company ("Farmee"), with an address at 50 South Steele Street, Suite 600, Denver, Colorado, 80209.

RECITALS

A. Farmor and Farmee are parties to a Farmout Agreement made and entered into effective July 1, 2020 ("Original Farmout"). The parties desire to amend, revise, restate and replace the Original Farmout with this Agreement, effective as of March 31, 2021.

B. Farmor is the owner of leasehold interests in certain oil and gas leases located within the polygon outline encompassing _____ sections, more or less, shown on Exhibit A attached hereto (to the extent an interest is owned by Farmor, the "Leases") or other interests in the lands (the "Lands") within the polygon shown on Exhibit A, located in Hamilton County, Kansas

C. Farmor and Farmee desire to redefine their respective rights, interests and obligations with respect to conducting exploration, development and producing operations on the Farmout Lands (defined below).

AGREEMENT

For and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

ARTICLE I FARMOUT

1.1 Farmout Lands. The "Farmout Lands" are defined as all rights, titles, and interests from the surface to the _____ in all acreage located within the polygon outline shown on Exhibit A, limited to the Leases and the Lands as to such depths; provided, however, that notwithstanding anything to the contrary herein, the definitions of Lands, Leases and Farmout Lands shall not include any acreage or any rights in any depths within (i) any existing unplugged wellbore in which Farmor currently owns an interest and the required setback spacing around such wellbore (collectively, an "Existing Well"), if such well is not listed by

the completion or termination of this Agreement and any payment made on Farmor's ORRI. Records to be reviewed may include, but are not limited to costs of drilling, Re-Entry, Completion, Connection, remediation or royalty payments and shut-in royalty payments to lessors under the Leases to Farmor, and any and all other costs of payments requested for review by Farmor covered by this Agreement. The audit may include all books, records, correspondence, instructions and other supporting data reasonably required to validate production volumes.

Farmee and Farmor have executed this document effective as of the first date written above.

FARMOR:

Scout Energy Group V, LP

by Scout Energy Group V GP, LLC
its general partner

By:  _____

Name: Jon Piot

Title: Managing Director

Scout Energy Partners V-A, LP

by Scout Energy Group V, LP
its general partner

by Scout Energy Group V GP, LLC
its general partner

By:  _____

Name: Jon Piot

Title: Managing Director

Scout Energy Group Co-Invest V, LP

by Scout Energy Group V GP, LLC
its general partner

By:  _____

Name: Jon Piot

Title: Managing Director

Scout Energy Partners Co-Invest V-A, LP

by Scout Energy Group Co-Invest V, LP

its general partner

by Scout Energy Group V GP, LLC
its general partner

By:  _____

Name: Jon Piot
Title: Managing Director

FARMEE:

Brooks Energy Company

By:  _____

Name: Robert B. Price
Title: President

LEASE NO	LESSOR	LESSEE	DATE	TWP	RNG	SEC	BOOK	PAGE	REGISTRY	STATE	COUNTY	DEVELOPED
L008032001	JOHN E TRACY ET UX	J CECIL RHODES	2/1/1976	023S	041W	028	24	280		KANSAS	HAMILTON	UNIT
L008032002	MURLIN CARTER ET UX	J CECIL RHODES	2/1/1976	023S	041W	028	24	281		KANSAS	HAMILTON	UNIT
L037635002	JOHN E TRACY ET UX	THE PURE OIL COMPANY	9/21/1953	023S	041W	028	10	11		KANSAS	HAMILTON	UNIT
L037635003	MURLIN CARTER ET UX	THE PURE OIL COMPANY	9/21/1953	023S	041W	028	10	12		KANSAS	HAMILTON	UNIT

The above list of leases was prepared by Scout Energy Management, LLC for that certain Farmout Agreement between Scout Energy Group V, LP, Scout Energy Partners V-A, LP, Scout Energy Group Co-Invest V, LP, Scout Energy Partners Co-Invest V-A, LP, as Farmor and Brooks Energy Company, as Farmee, to be used as a resource only and does not represent in anyway the accuracy of the actual leases, ownership, interest, depths, rights held by Farmor in the leases as Farmor may own more or less leasehold interest than what is described in the above list of leases.