

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: _____

Date: _____

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 _____

KDOR Lease No.: _____

[illegible]

* 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
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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: _____



State of Kansas, Barber Co., SS
This Instrument was filed for record on
the 3 day of November
2017 at 4:15 o'clock P. M., and
duly recorded in book 363 on page 355
Kathy Armstrong, Deputy
Register of Deeds
Fees \$ 116.00

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") is effective as of 7:00 a.m., Mountain Time, on November 1, 2017 (the "Effective Time"), and is between HRM Resources II, LLC, a Delaware limited liability company ("Assignor"), 410 17th Street, Suite 1600, Denver, Colorado 80202, and Indian Oil Co., Inc., a Kansas Corporation ("Assignee"), P.O. Box 209, Medicine Lodge, Kansas 67104. Assignor and Assignee are each also referred to individually as a "Party" and collectively as the "Parties." This Assignment is the Assignment and Bill of Sale referenced in that certain Purchase and Sale Agreement dated September 22, 2017 by and between Assignor and Assignee (the "Agreement"). Capitalized terms used but not defined in this Assignment have the meanings set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth in the Agreement, Assignor hereby assigns, conveys, and transfers to Assignee all of Assignor's right, title, and interest, in and to the following real and personal property interests (collectively, the "Assets");

(a) expressly subject to all depth restrictions of record as of the Effective Time, the oil, gas and other mineral leases described on Exhibit A, including without limitation, any and all overriding royalty interests, royalty interests, non-working or carried interests, operating rights, and other rights and interests in the oil, gas and other mineral leases described on Exhibit A (collectively referred to as the "Leases" or, singularly, as a "Lease"), together with the lands covered thereby or pooled, communitized or unitized therewith (collectively, the "Lands"), and all oil, gas, associated liquids, other hydrocarbons and other lease substances ("Hydrocarbons") that may be produced and saved from the Leases and from any lands pooled, communitized, or unitized therewith;

(b) all easements, rights-of-way, servitudes, surface leases, surface use agreements, water disposal or handling agreements, agreements pertaining to water wells, and other rights or agreements related to the use of the surface and subsurface, in each case to the extent used or held for use in connection with the ownership, use or operation of the Assets, recorded or unrecorded (collectively, the "Surface Agreements");

(c) to the extent assignable or transferable, all permits, licenses, franchises, consents, approvals, and other similar rights and privileges, in each case to the extent used or held for use in connection with the ownership, use or operation of the Assets (collectively, the "Permits");

(d) all wells located on the Leases or the Lands or on lands pooled, communitized, or unitized therewith, whether producing or shut in, and whether for production, produced water injection or disposal, monitoring, or otherwise, all of which are described on Exhibit B, together with all of Assignor's interests within the spacing, producing, federal exploratory, enhanced recovery, or governmentally prescribed unit attendant to the wells (collectively, the "Wells"); and all equipment, machinery, fixtures, spare parts, inventory, and other personal property used or held for use in connection with the operation of the Assets or in connection with the production,

treatment, compression, gathering, transportation, sale, or disposal of Hydrocarbons (collectively, the "Equipment");

(e) to the extent assignable or transferable, (i) all contracts, agreements, equipment leases, production sales and marketing contracts, farm-out and farm-in agreements, operating agreements, unit agreements, gas marketing, gas gathering, processing and transportation agreements, and (ii) equipment leases and rental contracts, and other contracts, agreements, and arrangements relating to the Assets (collectively, the "Contracts"); and

(f) all files, records, and data relating to the items described in items (a) through (e) above maintained by Assignor, including 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 and files, maps, core data, hydrocarbon analysis, well logs, mud logs, field studies together with other files, contracts, and other records, all geologic maps, including any interpretations, analyses and reports related thereto (collectively, the "Records").

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns forever, subject to the following terms and conditions:

1. Purchase and Sale Agreement Controls. This Assignment is subject to the Agreement. Assignor and Assignee intend that the terms of the Agreement remain separate and distinct from and not merge into this Assignment. If there is a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement will control to the extent of the conflict.

2. Special Warranty of Title. This Assignment is made without representation or warranty of any kind, express, implied, statutory or otherwise, except that Assignor represents and warrants to Assignee that, subject to the terms of this Assignment, the Agreement, and the Permitted Encumbrances (as that term is defined in Section 4.05 of the Agreement), the Assets are free and clear of all liens, claims, security interests, mortgages, charges and encumbrances of all persons lawfully claiming by, through or under Assignor, but not otherwise. Assignor gives and grants to Assignee, its successors, and assigns, to the extent so transferable, full power and right of substitution and subrogation in and to all covenants and warranties by others heretofore given or made in respect of the Assets or any part thereof.

3. Binding Effect. This Assignment binds and inures to the benefit of the Parties and their permitted successors and assigns. The covenants and agreements herein shall be covenants that run with the land.

4. Governmental Forms. Separate governmental form assignments of the Assets may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all the terms of this Assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein.

5. Assumption of Contracts. Subject to the terms of this Assignment and the Agreement, Assignee hereby assumes and agrees to be bound by (i) all express and implied covenants, rights, benefits, conditions, obligations, and liabilities under the Leases, Contracts, Permits, and (ii) the Assumed Obligations.

6. Construction. In the event an ambiguity or question of intent or interpretation of this Assignment arises, this Assignment shall be construed as if jointly drafted by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring a Party as a result of authorship or drafting of any provision of this Assignment.

7. Exhibits. All exhibits attached hereto are hereby made part of and incorporated herein by this reference. References in such exhibits to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located.

8. Governing Law. This Assignment shall be construed in accordance with, and governed by, the laws of the State of Kansas.

9. Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced under any rule of law, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in a materially adverse manner with respect to either Party.

10. Execution. This Assignment may be executed by Assignor and Assignee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

11. Amendments and Waivers. This Assignment may not be amended except as provided in a written instrument executed by both Parties. Except for waivers specifically provided for in this Assignment, no right of either Party under this Assignment may be waived except by an instrument in writing signed by the other Party to be charged with such waiver and delivered by such Party to the Party claiming the benefit of such waiver.

[Signature Pages Follow]

This Assignment is executed the date of the acknowledgment for each Party, but effective as of the Effective Time.

ASSIGNOR:

HRM RESOURCES II, LLC

By: 

L. Roger Hutson
President and CEO

ACKNOWLEDGMENT OF ASSIGNOR

STATE OF COLORADO

)

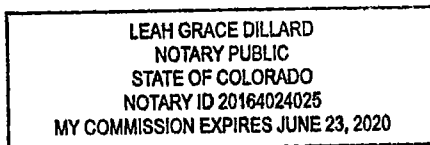
) ss

CITY AND COUNTY OF DENVER

)

The foregoing instrument was acknowledged before me this 27th day of October, 2017, by L. Roger Hutson, as President and CEO of HRM Resources II, LLC, a Delaware limited liability company, on behalf of such company.

Witness my hand and official seal.



My Commission expires: June 23, 2020



Notary Public

ASSIGNEE:

INDIAN OIL CO., INC.

By: 

Name: Anthony Farrar

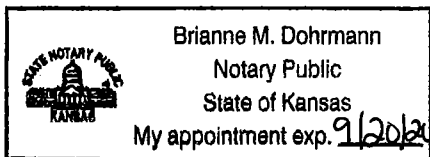
Title: President

ACKNOWLEDGMENT OF ASSIGNEE

STATE OF Kansas)
) ss
COUNTY OF Barber)

The foregoing instrument was acknowledged before me this 3 day of November, 2017, by Anthony Farrar, as President of Indian Oil, a Kansas Corp, on behalf of such company.

Witness my hand and official seal.



My Commission expires: 9/20/2020


Notary Public

EXHIBIT 'A'

| Lessor | Lessee | Lease Date | Township | Range | Section | Legal Description | County | Book | Page |
|---|-------------------------|------------|----------|-------|---------|--|--------|------|------|
| John M. Fisher and Andrea C. Fisher, husband and wife | Griffin Management, LLC | 7/19/2013 | 32S | 12W | 15 | N2SW | Barber | 351 | 409 |
| Cecil R. & Karen Cunningham, husband & wife | Griffin Management, LLC | 2/6/2013 | 32S | 12W | 15 | E2NE4 lying west of road & NW4NE4 except the N2NE4NW4NE4 | Barber | 350 | 528 |
| Donald W. Lonker & Barbara J. Lonker, husband and wife | Griffin Management, LLC | 12/23/2013 | 32S | 12W | 16 | W2SE4, N2NESE | Barber | 351 | 413 |
| Melvin Cunningham, as trustee under trust agreement dated 12/26/1991 for the benefit of Melvin Cunningham, and Melvin Cunningham, as trustee under trust agreement dated 12/26/1991 for the benefit of Shirley Cunningham | Griffin Management, LLC | 6/29/2013 | 32S | 12W | 9 | SE4SE4 | Barber | 351 | 417 |
| Melvin Cunningham, as trustee under trust agreement dated 12/26/1991 for the benefit of Melvin Cunningham, and Melvin Cunningham, as trustee under trust agreement dated 12/26/1991 for the benefit of Shirley Cunningham | Griffin Management, LLC | 6/29/2013 | 32S | 12W | 10 | W2SW4, SE4SW4, SW4SE4 | Barber | 351 | 417 |
| Richard R. Houlton, a single man | Griffin Management, LLC | 7/3/2012 | 32S | 12W | 9 | 70 acres of land in the Northwest Quarter of the Northeast Quarter and that part of the South Half of the Northeast Quarter lying North of the Medicine River | Barber | 344 | 357 |
| Janice J. Hoagland, a widow | Griffin Management, LLC | 10/16/2012 | 32S | 12W | 9 | W2NW | Barber | 346 | 47 |
| McDaniel Farms, LLC | Griffin Management, LLC | 12/6/2012 | 32S | 12W | 9 | E2NW4 | Barber | 346 | 311 |
| The Theron C. Krehbiel and Phyllis Krehbiel Family Trust dated July 9, 2011, Tim J. Larson, Trustee | Griffin Management, LLC | 2/3/2013 | 32S | 12W | 13 | SW4 | Barber | 348 | 142 |
| The Theron C. Krehbiel and Phyllis Krehbiel Family Trust dated July 9, 2011, Tim J. Larson, Trustee | Griffin Management, LLC | 2/3/2013 | 32S | 12W | 13 | Commencing at a point 20 rods North of the SE corner of the SE4 of the NW4 of Section 13 T32S R12W running thence North 60 rods to the NE corner of said SE4NW4 of Section 13 thence due West to the NW corner of said SE4NW4 of Section 13 thence S 60 rods, thence due East to the place of beginning, being the North 30 acres of said SE4NW4 of Section 13 | Barber | 348 | 142 |
| W.C. Martin and Kate Martin, his wife | Max Kirk | 10/11/1954 | 32S | 12W | 4 | N2SW4 | Barber | 69 | 93 |

EXHIBIT 'A'

| Lessor | Lessee | Lease Date | Township | Range | Section | Legal Description | County | Book | Page |
|---|-------------------------|------------|----------|-------|---------|---|--------|------|------|
| Max E. Rynerson and Mary Ann Rynerson, Trustees, or their successors in trust, under the Max E. Rynerson living trust, dated November 14, 1990; Mary Ann Rynerson and Max E. Rynerson, or their successors in trust, under the Mary Ann Rynerson living trust, dated November 14, 1990. | Griffin Management, LLC | 11/15/2013 | 32S | 12W | 4 | All that part of Lot 3 and the SE4NW4 lying South of the Center of the abandoned Atchison, Topeka & Santa Fe Railway Company right of way | Barber | 350 | 556 |
| Jerry Garten | Griffin Management, LLC | 10/16/2013 | 32S | 12W | 14 | Insofar as said Amended Oil and Gas Lease covers only the N2NW4 | Barber | 350 | 524 |
| Steve D. Carr and/or Nancy E. Carr, as Trustees of The Steve D. Carr and Nancy E. Carr Revocable Living Trust dated February 16, 2006 | Griffin Management, LLC | 10/15/2013 | 32S | 12W | 14 | Insofar as said Amended Oil and Gas Lease covers only the N2NW4 | Barber | 350 | 539 |
| Albert B. Wheelock and Eva H. Wheelock | C.S. Page, Jr. | 1/27/1964 | 32S | 12W | 3 | Insofar as said lease covers Lots 3 & 4 and the S2NW4 North of the Railroad Right-of-Way | Barber | 114 | 235 |
| Louis L. Orr, III and Sherrill Kay Orr, JTWROS | Indian Oil Co., Inc. | 7/28/2011 | 32S | 12W | 9 | N2SW4 | Barber | 334 | 166 |
| Jacquelyn Kay Orr Wilcoxon, a single person | Indian Oil Co., Inc. | 8/4/2011 | 32S | 12W | 9 | N2SW4 | Barber | 334 | 169 |

EXHIBIT 'B'

| Operator | Well Name | County | API Number | Type | Status | QQ | Sec | Twp | Rng |
|-----------------------|---------------------|--------|--------------|------|--------|------|-----|-----|-----|
| HRM Resources II, LLC | Andrea Fisher #1 | Barber | 15-007-24153 | O/G | PR | NWSW | 15 | 32S | 12W |
| HRM Resources II, LLC | Andrea Fisher #2 | Barber | 15-007-24179 | O/G | PR | NESW | 15 | 32S | 12W |
| HRM Resources II, LLC | Barbara #1 | Barber | 15-007-24167 | O/G | PR | NWSE | 16 | 32S | 12W |
| HRM Resources II, LLC | Barbara #2 | Barber | 15-007-24184 | O/G | PR | NWSE | 16 | 32S | 12W |
| HRM Resources II, LLC | Barbara #5 | Barber | 15-007-24270 | O/G | PR | SWSE | 16 | 32S | 12W |
| HRM Resources II, LLC | Cunningham #1 | Barber | 15-007-24044 | O/G | PR | SWSW | 10 | 32S | 12W |
| HRM Resources II, LLC | Cunningham #2 | Barber | 15-007-24094 | O/G | PR | SESE | 9 | 32S | 12W |
| HRM Resources II, LLC | Cunningham #3 | Barber | 15-007-24134 | O/G | PR | SWSW | 10 | 32S | 12W |
| HRM Resources II, LLC | Garten #1 | Barber | 15-007-24098 | O/G | PR | NWNW | 14 | 32S | 12W |
| HRM Resources II, LLC | Houlton #1 | Barber | 15-007-22257 | O/G | PR | SWNE | 9 | 32S | 12W |
| HRM Resources II, LLC | Houlton #2 | Barber | 15-007-23970 | O/G | PR | NWNE | 9 | 32S | 12W |
| HRM Resources II, LLC | Houlton #3 | Barber | 15-007-24108 | O/G | PR | NWNE | 9 | 32S | 12W |
| HRM Resources II, LLC | Janice #1 | Barber | 15-007-23975 | O/G | PR | NWNW | 9 | 32S | 12W |
| HRM Resources II, LLC | Janice #3 | Barber | 15-007-23987 | O/G | PR | NWNW | 9 | 32S | 12W |
| HRM Resources II, LLC | Janice #4 | Barber | 15-007-23988 | O/G | PR | NWNW | 9 | 32S | 12W |
| HRM Resources II, LLC | Karen Cunningham #1 | Barber | 15-007-24118 | O/G | PR | NENE | 15 | 32S | 12W |
| HRM Resources II, LLC | McDaniel Farms #1 | Barber | 15-007-24008 | O/G | PR | NENW | 9 | 32S | 12W |
| HRM Resources II, LLC | McDaniel Farms #2 | Barber | 15-007-24030 | O/G | PR | SENW | 9 | 32S | 12W |
| HRM Resources II, LLC | McDaniel Farms #3 | Barber | 15-007-24033 | O/G | PR | SENW | 9 | 32S | 12W |
| HRM Resources II, LLC | Orr #B1 | Barber | 15-007-24025 | O/G | PR | NWSW | 9 | 32S | 12W |
| HRM Resources II, LLC | Orr #B2 | Barber | 15-007-24093 | O/G | PR | NWSW | 9 | 32S | 12W |
| HRM Resources II, LLC | Pennock #1 | Barber | 15-007-23980 | INJ | AI | SENE | 9 | 32S | 12W |
| HRM Resources II, LLC | Phyllis Krehbiel #1 | Barber | 15-007-24126 | O/G | PR | SENW | 13 | 32S | 12W |
| HRM Resources II, LLC | Rynerson #1 | Barber | 15-007-24106 | O/G | PR | NESW | 4 | 32S | 12W |
| HRM Resources II, LLC | Rynerson #2 | Barber | 15-007-24204 | O/G | PR | NWSW | 4 | 32S | 12W |
| HRM Resources II, LLC | Wheelock #3 | Barber | 15-007-22637 | O/G | PR | SENW | 3 | 32S | 12W |