

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

REQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION OR SURFACE PIT PERMIT

Form T-1  
April 2004  
Form must be Typed  
Form must be Signed  
All blanks must be Filled

Check Applicable Boxes:

☐ Oil Lease: No. of Oil Wells \_\_\_\_\_ \*\*  
☒ Gas Lease: No. of Gas Wells ONE \*\*  
☐ 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: GLICK FIELD

**\*\* Side Two Must Be Completed.**

Effective Date of Transfer: NOVEMBER 1, 2008  
KS Dept of Revenue Lease No.: 1002926345 204482  
Lease Name: RUNNYMEDE "E" 1-15 MB  
\_\_\_\_\_ - C - SE Sec. 15 Twp. 30S R. 17 ☐ E ☒ W  
Legal Description of Lease: SEC. 15 T30S-R17W containing 640 acres  
County: KIOWA  
Production Zone(s): MISSISSIPPIAN  
Injection Zone(s): \_\_\_\_\_

Surface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)

Type of Pit: ☐ Emergency ☐ Burn ☐ Settling

\_\_\_\_\_ feet from ☐ N / ☐ S Line of Section  
\_\_\_\_\_ feet from ☐ E / ☐ W Line of Section  
☐ Haul-Off ☐ Workover ☐ Drilling

Past Operator's License No. 32334 "SEE ATTACHMENT"  
Past Operator's Name & Address: CHESAPEAKE EXPLORATION, LLC  
P.O. BOX 18496, OKLAHOMA CITY, OK 73154  
Title: SENIOR VICE PRES. LAND AND LEGAL & GENERAL COUNSEL

Contact Person: HENRY J. HOOD  
Phone: 405-848-8000  
Date: \_\_\_\_\_  
Signature: Assignment Attached  
**KANSAS CORPORATION COMMISSION**  
**MAR 27 2009**

New Operator's License No. 33936 ✓  
New Operator's Name & Address: Charles N. Griffin  
P.O. BOX 670  
BYERS, CO. 80103  
Title: OWNER

Contact Person: Charles N. Griffin  
Phone: 720-490-5648  
Oil / Gas Purchaser: Oneok  
Date: 3/24/2009  
Signature: [Signature]  
**CONSERVATION DIVISION**  
**WICHITA, KS**

**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: \_\_\_\_\_

\_\_\_\_\_ is acknowledged as the  
new operator of the above named lease containing the surface pit  
permitted by No.: \_\_\_\_\_.  
Date: \_\_\_\_\_

Authorized Signature

Authorized Signature

DISTRICT \_\_\_\_\_ EPR 6-23-09 PRODUCTION 6/29/09 UIC 6-23-09  
Mail to: Past Operator \_\_\_\_\_ New Operator \_\_\_\_\_ District \_\_\_\_\_

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

\* Location: C SE , SEC.15, T30S-R17W KIOWA CO.

\* 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.

**ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

33-561

This Assignment, Bill of Sale and Conveyance ("Assignment") dated effective as of November 1, 2008, at 7:00 a.m. Central Standard Time (the "Effective Time") is made by **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company whose address is P. O. Box 18496, Oklahoma City, Oklahoma 73154 (herein referred to as "Assignor") to **Griffin Management, LLC**, a Colorado limited liability company, with a notice address of c/o Charles N. Griffin, Box 670, Byers, CO 80103 (herein referred to as "Assignee").

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby **GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER** unto Assignee, subject to the terms and reservations hereof, the following described properties and rights (herein collectively referred to as the "Interests"):

- 1) All of Assignor's undivided right, title and interest in and to the Runnymede E 1-15 Well, API # 15-097-30118 located in the SE/4 of Section 15, Township 30 South, Range 17 West, Kiowa County, Kansas (hereinafter referred to as the "Well"), all tangible personal property, equipment, fixtures, improvements, easements, permits, licenses servitudes and other appurtenances on said Well including, but not by way of limitation, all wells, injection wells, salt water disposal facilities, well heads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, gathering lines, flow lines, gas lines, gas processing and compression facilities, water lines, vessels, tanks, boilers, separators, building, fixtures, platforms, machinery, tools, treating equipment, compressors and other equipment, pipelines, powerlines, telephone and telegraph lines, transportation and communication facilities, and other appurtenances situated upon the lands covered by the Lease; and
- 2) All of Assignor's undivided right, title and interest in and to all easements, permits, licenses, servitudes, rights of way, pipelines, power lines, telephone and telegraph lines, communications' facilities and all other rights and appurtenances situated on or used in connection with the Well; and
- 3) All of Assignor's interest in and to all operating agreements, gas balancing agreements, all existing product sales agreements, joint venture agreements, farmout agreements, farmin agreements, dry hole agreements, bottom hole agreements, acreage contribution agreements, area of mutual interest agreements, easements, permits, salt water disposal agreements, surface use/or lease agreements, rights-of-way agreements and easements, unitization, consolidation or pooling agreements, warranties, covenants, indemnities and representations from third parties related to the Lease.

Assignor hereby grants, assigns, conveys and transfers to Assignee all of Assignor's right, title and interest in, to and under the Oil and Gas Lease described in Exhibit "A", attached hereto, hereinafter referred to as the "Lease". Assignee accepts the Interest subject to the obligations remaining under said Lease to properly plug and abandon all wells, restore the surface, and all other obligations of the Lease.

**TO HAVE AND TO HOLD** all and singular the Interests together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever; subject to the following matters:

- 1) The Lease;
- 2) All Lessors' royalties, overriding royalties and other burdens, reversionary interests and similar burdens as shown of record;
- 3) All easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations;

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- 4) All rights reserved to or vested in any municipality or governmental, tribal, statutory or public authority to control or regulate any of the interests in any manner, and all applicable laws, rules and orders of governmental and tribal authority.
- 5) All gas contracts, crude oil purchase contracts, operating agreements, division orders and transfer orders affecting the property.

All equipment and other personal property forming any part of the property is hereby transferred subject to normal wear and tear and without warranties of any kind whatsoever, whether expressed or implied, and are sold **"AS IS AND WITH ALL FAULTS AND DEFECTS"** and **"WITH NO WARRANTY AS TO MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE."**

**IT IS EXPRESSLY UNDERSTOOD AND AGREED BY ASSIGNOR AND ASSIGNEE, WITH RESPECT TO THE PERSONAL PROPERTY AND FIXTURES HEREIN CONVEYED ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (C) AND ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED AS TO THE TITLE.**

It is expressly understood and agreed that Assignee shall be responsible for, and shall defend, indemnify, and hold Assignor harmless from, all claims, costs, expenses and liabilities which arise or accrue after the Effective Time. Assignee hereby assumes and shall be responsible for and comply with all duties and obligations, express or implied, arising on or after the Effective Time with respect to the Property, including, without limitation, (1) those arising under or by virtue of any lease, contract, agreement, document, permit, law, statute, rule, regulation or order of any governmental authority or court (specifically including, without limitation, any governmental request or other requirement to plug, re-plug or abandon any well of whatsoever type, status or classification, or take any clean-up, remedial or other action with respect to the Property), and (2) any obligations related to joint interest billing amounts invoiced by the operators of the Property and attributable to periods of time after the Effective Time. In addition, Assignee hereby assumes and shall be responsible for and pay all claims affecting or arising, directly or indirectly, at any time in connection with the Property for environmental cleanup, remediation, or compliance, or for any other relief, arising directly or indirectly from or incident to, the use, occupation, operation, maintenance or abandonment of or production from the Property, or condition of the Property, whether latent or patent, including, without limitation, contamination of Property or premises with naturally occurring radioactive material ("NORM") or other hazardous wastes and substances, and whether or not arising solely from or contributed to by the negligence in any form, whether active or passive, or of any kind or nature, of Assignor or its predecessors in title or their respective agents, employees or contractors; and shall defend, indemnify and hold Assignor harmless from any and all claims arising, asserted or due at any time in connection with the foregoing.

Assignee agrees that from and after the Effective Time, Assignee shall, at its sole cost, risk and expense, assume any and all responsibility and obligation for the proper plugging and abandonment of the Well, and shall plug and abandon the Well in accordance with the Lease and accepted procedures and laws, rules and regulations of the appropriate governmental agencies, including, without limitation, the Kansas Corporation Commission. Assignee further agrees to do all things necessary, at Assignee's sole cost, risk and expense, to clean up and restore the surface of the lands covered by the wellsite of the Well to as near their original condition as is reasonably practical. Assignee hereby agrees to protect, defend, indemnify and hold harmless Assignor, its successors and assigns, from and against any and all liabilities, damages, claims, demands, liens (including discharge of all liens), suits, causes of action, and any liability of whatsoever kind, character or nature, including attorney fees, arising out of, incident to or in connection with Assignee's failure or alleged failure to properly plug and

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abandon the Well or restore the lands to as near their original condition as is reasonably practical, subject to the limitations, if any, stated herein.

Assignee acknowledges that the Lease and Well may have been utilized for the purpose of exploration for or production and development of oil and gas and that Assignee has been informed and is aware that oil and gas producing formations can contain naturally occurring radioactive material (NORM) and that some oil field production equipment and/or facilities may contain asbestos and/or NORM. Assignee has inspected the Leases and Well and premises and satisfied himself as to their physical and environmental conditions, both surface and subsurface. ON AND AFTER THE EFFECTIVE DATE, ASSIGNEE AGREES TO ASSUME ITS PROPORTIONATE PART OF ANY AND ALL RESPONSIBILITY AND LIABILITY RELATED TO THE ENVIRONMENTAL CONDITIONS OF THE LEASE AND WELL AND AGREES TO DEFEND, INDEMNIFY AND HOLD ASSIGNOR HARMLESS FROM ITS PROPORTIONATE PART OF ANY AND ALL CLAIMS ARISING FROM THE PRESENCE OF NORM, ASBESTOS AND ANY OTHER ENVIRONMENTAL CONTAMINANTS WHICH MAY BE ON THE LEASE AND WELL AS A RESULT OF OIL AND GAS OPERATIONS RELATED TO THE LEASE AND WELL. ASSIGNEE'S FOREGOING OBLIGATION OF INDEMNITY SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITIES ARISE UNDER CONTRACT, TORT, OR STATUTE, REGARDLESS OF THE SOLE OR CONCURRENT NEGLIGENCE, FAULT, OMISSION, OR STRICT OR STATUTORY LIABILITY OF ASSIGNOR, AND REGARDLESS OF WHETHER THE LAW, RULE OR JUDGMENT ESTABLISHING SUCH LIABILITY IS IN EXISTENCE ON THE EFFECTIVE DATE.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED this 26<sup>th</sup> day of November 2008, but effective for all purposes as of the Effective Time.

ASSIGNOR:

CHESAPEAKE EXPLORATION, L.L.C.,  
an Oklahoma limited liability company

By:   
Henry J. Hood, Senior Vice President -  
Land and Legal & General Counsel

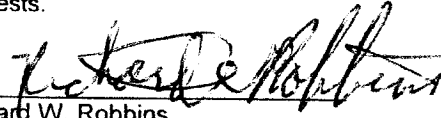
ASSIGNEE:

GRIFFIN MANAGEMENT, LLC,  
a Colorado limited liability company

By:   
Charles N. Griffin  
President

LESSOR'S CONSENT TO ASSIGNMENT:

Richard W. Robbins hereby consents to this Assignment of the interests from Chesapeake Exploration, L.L.C. to Griffin Management, LLC, and hereby does forever and for all time release, remise and forever discharge Chesapeake Exploration, L.L.C., their past and present agents, officers, directors, employees, and representatives of any and all claims of whatever nature, whether known or unknown at the present time both at law or in equity, which Richard W. Robbins may have or may claim which relate to or in any way arise from Chesapeake Exploration, L.L.C.'s ownership and operation of the Interests.

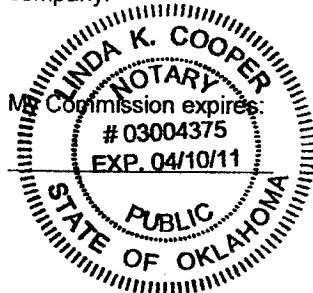
By:   
Richard W. Robbins  
Lessor

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STATE OF OKLAHOMA )  
 ) SS:  
 COUNTY OF OKLAHOMA )

This instrument was acknowledged before me on this 26<sup>th</sup> day of November, 2008, by Henry J. Hood, Senior Vice President-Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., on behalf of said limited liability company.



Linda K. Cooper  
 Notary Public

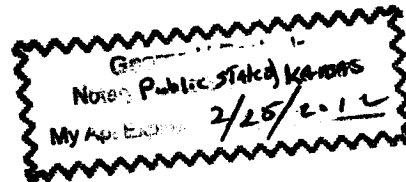
STATE OF Kansas )  
 ) SS.  
 COUNTY OF Barber )

This instrument was acknowledged before me on this 27<sup>th</sup> day of November, 2008, by Charles Griffin, President of Griffin Management LLC, on behalf of said limited liability company.

[Signature]  
 Notary Public

My Commission Expires:

2/25/2012



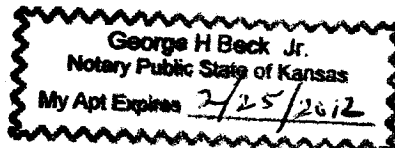
STATE OF KANSAS )  
 ) SS.  
 COUNTY OF Frederick )

This instrument was acknowledged before me on this 27<sup>th</sup> day of November, 2008, by Richard W. Robbins.

[Signature]  
 Notary Public

My Commission Expires:

2/25/2012



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EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE EFFECTIVE THE 1ST DAY OF NOVEMBER 2008, BY AND BETWEEN CHESAPEAKE EXPLORATION, L.L.C., AS ASSIGNOR AND GRIFFIN MANAGEMENT, LLC AS ASSIGNEE

OIL AND GAS LEASE:

Lessor: Edward C. Robbins and Richard W. Robbins  
Lessee: Petroleum, Inc.  
Dated: November 12, 1965  
Description: All Sec. 15-30S-17W, Kiowa County, KS  
Recording Data: Book 9, Page 227, Kiowa County, KS

End of Exhibit "A"



STATE OF KANSAS  
KIOWA COUNTY

} SS

This instrument was filed for record this  
4<sup>th</sup> day of DECEMBER, 2008  
at 11:10 o'clock A.M. and recorded  
in Book 33 Page 561 Fees 24.00  
Marilyn Brown  
Register of Deeds  
MARILYN BROWN  
Deputy

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