

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1

March 2010

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 1 **
- ☐ Gas Lease: No. of Gas Wells _____ **
- ☐ Gas Gathering System: _____
- ☐ Saltwater Disposal Well - Permit No.: _____
- Spot Location: 1530 feet from ☒ N / ☐ S Line
- 1750 feet from ☒ E / ☐ W Line
- ☐ Enhanced Recovery Project Permit No.: _____
- Entire Project: ☐ Yes ☐ No
- Number of Injection Wells _____ **

Field Name: Adams Ranch**** Side Two Must Be Completed.**Effective Date of Transfer: 9/1/1995KS Dept of Revenue Lease No.: 131450 ✓Lease Name: Adams- SW - NE - SW Sec. 9 Twp. 35 R. 30 ☐ E ☒ W

Legal Description of Lease: _____

County: MeadeProduction Zone(s): Chester

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)Type of Pit: ☐ Emergency ☐ Burn ☐ Settling☐ Haul-Off ☐ Workover OK ☐ DrillingPast Operator's License No. N/A

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: Assignment Attached

Date: _____

Signature: _____

New Operator's License No. 5225 ✓Contact Person: Catherine Smith**KCC WICHITA**New Operator's Name & Address: Quinque Operating CompanyPhone: (405) 840-9876908 N.W. 71st St., Oklahoma City, OK 73116Oil / Gas Purchaser: NCRA/DCP**NOV 15 2013**Title: RegulatoryDate: 11/13/13**RECEIVED**Signature: Catherine Smith

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 11/18/13PRODUCTION NOV 19 2013JIC NOV 19 2013

Mail to: Past Operator _____

New Operator _____

District _____

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

* Location: SWNESW, Sec 9-35S-30W, Meade Co., KS

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* 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

**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 # 5225
Name: Quinque Operating Company
Address 1: 908 N.W. 71st St.
Address 2: _____
City: Oklahoma City State: OK Zip: 73116 + _____
Contact Person: Catherine Smith
Phone: (405) 840-9876 Fax: (405) 840-2011
Email Address: csmith@huntingtonenergy.com

Well Location:
SW NE SW Sec. 9 Twp. 35 S. R. 30 ☐ East ☒ West
County: Meade
Lease Name: Adams Well #: 9-1

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: Raymond E. Adams, Jr. Trust, John C. Adams Executor
Address 1: P.O. Box 218
Address 2: _____
City: Maple Hill State: KS Zip: 66507 + _____

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 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: 11-13-13 Signature of Operator or Agent: Catherine Smith Title: Regulatory

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THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (the "Assignment") is from **MATADOR PETROLEUM CORPORATION**, ("Assignor"), whose address is 8340 Meadow Road, Suite 158, Dallas, TX 75231, to **QUINQUE OPERATING COMPANY, L.P.**, (Assignee) whose address is P. O. Box 2738, Liberal, Kansas 67905-2578.

WITNESSETH:

I.

Conveyance

1.1 Assignor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby **ASSIGNS, TRANSFERS, GRANTS and CONVEYS**, effective as of 7:00 a.m., local time, on September 1, 1995 (the "Effective Time"), unto Assignee, in the proportions hereinafter set forth, subject to the conditions hereinafter set forth, the following (the "Interests"):

(a) All rights, titles and interests of Assignor in and to the entire estates created by the leases (the "Leases"), licenses, permits and other agreements described in Exhibit "A" hereto, together with all rights, titles and interests of Assignor in and to all the property and rights incident thereto, and except where the terms of any agreement do not permit the transfer of such agreement, including all rights in, to and under all agreements, product purchase and sale contracts, gas contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options and orders in any way relating to the Leases or lands covered thereby (the "Lands");

(b) All rights, titles and interests of Assignor in and to all of the personal property, fixtures and improvements now or as of the Effective Time located on the Lands, appurtenant to the Lands or Leases or used or obtained in connection with the Lands or Leases or with the production, treatment, sale or disposal of hydrocarbons or waste produced therefrom or attributable thereto and all other appurtenances thereunto belonging;

(c) All rights, titles and interests of Assignor in all other leasehold interests, overriding royalty interests, mineral interests and other interests, if any, owned by Assignor in and to the Land or the Leases or attributable to production therefrom; and

(d) Without limiting the foregoing, all of Assignor's right, title and interest in the Leases, even though the Lands or depth limitations be incorrectly described in, or the description thereof be omitted from, Exhibit "A".

1.2 Assignee agrees that the Leases are subject to, and hereby assumes its proportionate part of, the terms and conditions of (i) the Leases, and (ii) all instruments burdening or affecting the Leases and of record in the State and County where the Leases are located. The reference herein to such terms and conditions is for the purpose of protecting Assignor and shall not create, nor constitute recognition of, any rights in third parties.

1.3 Assignee shall fully defend, compensate, protect, indemnify and hold Assignor, its officers, directors, employees and agents, harmless from and against any and all losses, claims, demands, suits, causes of action and any sanctions of every kind and character (including reasonable attorneys' fees, court costs and costs of investigation) which may be made or asserted by Assignee, Assignee's assigns, Assignee's employees, agents, contractors and subcontractors and employees thereof, or by any third parties (including Assignor's employees and agents) and caused by, arising

out of, or incidental to events occurring with respect to the Interests after the date hereof, including, without limitation, claims for personal injury, death or property damage, claims for pollution and environmental damage, violations of applicable laws, any fines or penalties assessed on account of such damages, and causes of action alleging statutory liability.

1.4 Assignor shall fully defend, compensate, protect, indemnify and hold Assignee, its officers, directors, employees and agents, harmless from and against any and all losses, claims, demands, suits, causes of action and any sanctions of every kind and character (including reasonable attorneys' fees, court costs and costs of investigation) which may be made or asserted by Assignor, Assignor's agents, Assignor's employees, agents, contractors and subcontractors and employees thereof, or by any third parties (including Assignee's employees and agents) and caused by, arising out of, or incidental to events occurring with respect to the Interests prior to the date hereof, including, without limitation, claims for personal injury, death or property damage, claims for pollution and environmental damage, violations of applicable laws, any fines or penalties assessed on account of such damages, and causes of action alleging statutory liability.

1.5 Assignor expressly denies any warranty, whether express, implied or statutory, with respect to the net revenue interests and working interests set forth on Exhibit "A", and except for the special warranty set forth in the next succeeding sentence, this Assignment is executed and delivered without any warranties of title, whether express, implied or statutory. **TO HAVE AND TO HOLD** the Interests unto Assignees, their successors and assigns, forever; and Assignor hereby binds itself, its successors and assigns, to **WARRANT** and **FOREVER DEFEND** the Net Revenue Interests and Working Interests set forth in Exhibit "A" against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Assignor, but not otherwise. Assignor further gives and grants unto Assignee 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 Interests. Assignor represents and warrants that the Interests are free and clear of any liens (other than those created pursuant to joint operating agreements) created by, through or under Assignor, but not otherwise.

1.6 **ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PERSONAL PROPERTY, FIXTURES AND IMPROVEMENTS COMPRISING A PORTION OF THE INTERESTS AND THE PERSONAL PROPERTY, FIXTURES AND IMPROVEMENTS ARE SOLD ON AN "AS IS," "WHERE IS" BASIS.**

KCC WICHITA

II.
Miscellaneous

NOV 15 2013

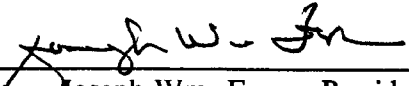
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2.1 Assignor will, upon written request by Assignee and where reasonably possible, do, execute, acknowledge and deliver all and every such further acts, conveyances, transfer orders, division orders, notices, releases and acquittances and to such other instruments as may be necessary or appropriate more fully to assure to Assignee, its successors and assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges by this instrument transferred, assigned and conveyed or intended so to be.

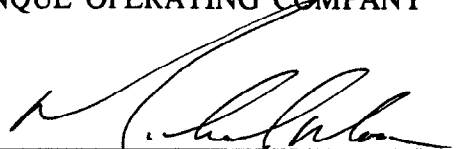
2.2 All of the terms, provisions, covenants and agreements herein contained shall extend to and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the date of its acknowledgment annexed hereto, but effective as of the Effective Time, which latter date shall be deemed to be the date hereof.

ASSIGNOR.
MATADOR PETROLEUM CORPORATION

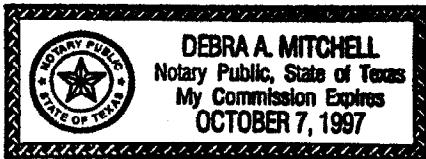

By: Joseph Wm. Foran, President

ASSIGNEE:
QUINQUE OPERATING COMPANY


By: Michael Moore, President

STATE OF TEXAS §
COUNTY OF DALLAS § SS
§

The foregoing instrument was acknowledged before me on this 27th day of October, 1995, by Joseph Wm. Foran, as President of MATADOR PETROLEUM CORPORATION, a Texas Corporation, on behalf of said Corporation.




, Notary Public

(SEAL)

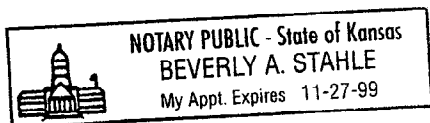
STATE OF KANSAS §
COUNTY OF ~~WICHITA~~ § SS
§

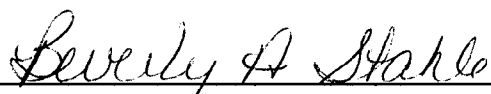
KCC WICHITA

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The foregoing instrument was acknowledged before me on this 8th day of December, 1995, by Michael Moore, as President of QUINQUE OPERATING COMPANY, INC., on behalf of said Company.




Beverly A. Stahle, Notary Public

(SEAL)

EXHIBIT "A"

Attached to and made a part of the certain Assignment and Bill of Sale from Matador Petroleum Corporation, as Assignor, to Quinque Operating Company, L.P., as Assignee

1. Oil and Gas Lease dated August 10, 1976, from Jessie S. Adams, a widow; David S. Adams, dealing in his own separate property; Ann Adams Russell, dealing in her own separate property; and Raymond E. Adams, as Lessors, to D. E. Davis, Inc., as Lessee, Recorded in Book 42 at Page 368, and covering the Southwest Quarter (SW/4) of Section 9, Township 35 South, Range 30 West, Meade County, Kansas
2. Oil and Gas Lease dated April 10, 1976, from Jessie S. Adams, a widow; David S. Adams, dealing in his own separate property; Ann Adams Russell, dealing in her own separate property; and Raymond E. Adams, as Lessors, to D. E. Davis, Inc., as Lessee, Recorded in Book 42 at Page 362, and covering the Northwest Quarter (NW/4) of Section 9, Township 35 South, Range 30 West, Meade County, Kansas



STATE OF KANSAS } ss \$12.00
COUNTY OF MEADE }

THIS INSTRUMENT WAS FILED FOR RECORD
ON THE 11 DAY OF Dec 19 95
AT 9:55 O'CLOCK A. M. AND DULY
RECORDED IN BOOK 92 ON PAGE 152-155
Raymond E. Adams
LO. O. REGISTER OF DEEDS

xacc

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