

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1

July 2014

021516_Scully_1_9.pdf

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: _____ 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: Grandview South

Effective Date of Transfer: 2-15-2016

KS Dept of Revenue Lease No.: 140147 ✓

Lease Name: Scully

_____ - SW - NE - SE Sec. 9 Twp. 19 R. 3 E W

Legal Description of Lease: E/2 SW/4, NW/4, NE/4, SE/4 Sec 9 T19S R3E

County: Marion

Production Zone(s): Mississippi

Injection Zone(s): _____

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

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 .OR Drilling

Past Operator's License No. 34734

Past Operator's Name & Address: Petro River Operating, LLC
4925 Greenville, Ste 900, Dallas, TX 75206

Title: Assignment Attached

Contact Person: Gary Malhotra

Phone: 347-491-4016

Date: _____

Signature: _____

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 KANSAS CORPORATION COMMISSION
MAR 10 2016
 CONSERVATION DIVISION
 WICHITA, KS

New Operator's License No. 35269 ✓

New Operator's Name & Address: CK Oil & Gas, LLC
906 E Trapp St
Herington, KS 67449-8901

Title: Managing member

Contact Person: Charles Kremeier

Phone: 405-202-3481

Oil / Gas Purchaser: CHS

Date: 2-28-16

Signature: Chak

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 324-16 PRODUCTION 3-25-16 UIC 3-25-16

Mail to: Past Operator _____ New Operator _____ District _____

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 # 35269
Name: CK Oil & Gas, LLC
Address 1: 906 E Trapp St
Address 2: _____
City: Herington State: KS Zip: 67449 + 8901
Contact Person: Charles Kremeier
Phone: (405) 202-3481 Fax: (_____) _____
Email Address: charles1969k2@yahoo.com

Well Location:
SW NE SE Sec. 9 Twp. 19 S. R. 3 East West
County: Marion
Lease Name: Scully Well #: 1-9

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

E/2 SW/4, NW/4, NE/4, SE/4 Sec 9 T19S R3E

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CONSERVATION DIVISION
WICHITA, KS

Surface Owner Information:

Name: Scully Partners, LP
Address 1: PO Box 68
Address 2: _____
City: Hillsboro State: KS Zip: 67063 + 0068

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: 2-28-16 Signature of Operator or Agent: Charles Kremeier Title: Managing Member

CORPORATION DEED – General Warranty

THIS DEED, made this 10th day of December, 2015, between Petro River Oil, LLC a Limited Liability Company, as first party, and CK Oil & Gas, LLC, a Kansas limited liability company, existing under the laws of the Kansas and having its principal place of business at Herington, Kansas, as second party.

WITNESSETH, that first party, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does by these presents convey and warrant unto second party. Its successors and assigns, all of the following described real estate situated in Marion County, State of Kansas, to-wit:

SEE EXHIBIT A, ATTACHED HERETO

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

And said first party, for itself, its successors and assigns, does hereby covenant, promise and agree to and with said second party that at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance, in fee simple, of all the above-described real estate, with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of whatever nature and kind so ever, except: None

and that it will warrant and forever defend the same unto said second party, its successors and assigns, against said first party, its successors and assigns, and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, first party has caused this Deed to be signed on its behalf by its Manager, thereunto duly authorized so to do, the day and year first above written.

Petro River Oil, LLC

By _____

Scot Cohen, Manager



Received
KANSAS CORPORATION COMMISSION
MAR 10 2016
CONSERVATION DIVISION
WICHITA, KS

Entered in Transfer Record in my office
this 31 day of December A.D. 2015
[Signature]
County Clerk

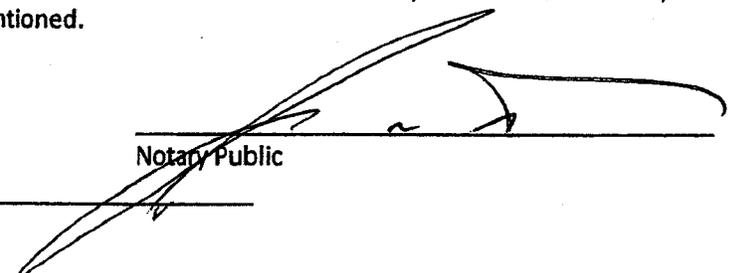
2917
State of Kansas, Marion County, ss.
This instrument was filed for record on the
29 day of December 2015
at 3:45 o'clock P.M. and duly recorded
in book 471 page 120
[Signature]

CORPORATION DEED – General Warranty
Page 2

STATE OF NEW YORK, COUNTY OF NEW YORK, SS:

BE IT REMEMBERED, that on this 10 day of December, 2015, before me the undersigned, Notary Public in and for the County and State aforesaid, came Scot Cohen, Manager of Petro River Oil, LLC, a Kansas Limited Liability Company, who is personally known to me to be the same person who acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above mentioned.



Notary Public

My Appointment Expires: _____

ME:CK.Deed.Corporate

JARED M SCHWARTZ
Notary Public - State of New York
No. 01SC6286443
Qualified in Kings County
My Commission Expires July 22, 2017

Received
KANSAS CORPORATION COMMISSION

MAR 10 2016

CONSERVATION DIVISION
WICHITA, KS

ASSIGNMENT OF OIL AND GAS PROPERTIES AND BILL OF SALE

THIS ASSIGNMENT OF OIL AND GAS PROPERTIES AND BILL OF SALE ("Assignment") is made effective as of 1:18 o'clock P.m. December 23, 2015 (the "Effective Date"), by and between Petro River Oil, LLC (hereinafter called "Assignor"), and CK Oil & Gas, LLC, whose address is 906 E. Trapp St., Herington, KS 67449 (hereinafter called "Assignee").

Assignor in consideration of Ten Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN, TRANSFER and DELIVER unto Assignee ALL OF ASSIGNOR'S RIGHT TITLE AND INTEREST IN AND TO the following (collectively, the "Assets"):

A. The oil, gas and mineral leases, mineral servitudes, royalty interests, production payments, net profits interests, reversionary interest and all other rights, titles, interests or estates described on EXHIBIT A attached hereto and made a part hereof (herein referred to as the "Leases"), on or under any lands described or referred to on EXHIBIT A (the "Lands"). The term "oil, gas and mineral leases", as used in this Assignment and in EXHIBIT A (the "Lands") includes, in addition to oil, gas and mineral leases, oil and gas leases, other mineral leases, and extensions, amendments, ratifications and subleases of all or any of the foregoing, all as may be appropriate.

B. The wells located on any of the Leases (Hereinafter referred to as the "Wells"), including, but not limited to the wells described on EXHIBIT A, attached hereto and made a part hereof, and including the presently existing drilling, spacing, proration or production units, as created by the terms of any unitization, communication and pooling agreements and orders, and all properties, property rights and estates created thereby which include, belong or appertain to the Subject Interests, including, without limitation, all such units formed voluntarily or under or pursuant to any Law relating to any of the Wells. The term "Wells" shall have the same meaning as any Well defined in Kansas Administrative Regulation 82-3-101(81)(A)-(K) to the extent applicable. As used herein, the term "Law" means all applicable statutes, laws, ordinances, regulations, orders, writs, injunctions or decrees of any state, commonwealth, nation, territory, possession, county, township, parish, municipality, or Tribunal, and the term "Tribunal" means any court or governmental department, commission, board, bureau, agency, or instrumentality of the United States or of any state, commonwealth, nation, territory, possession, county, parish or municipality.

C. The oil, gas, casinghead gas, drip gasoline, natural gasoline, distillate, all other liquid or gaseous hydrocarbons produced or to be produced in conjunction therewith, all products, by-products and all other substances derived therefrom or the processing thereof, and all other similar minerals accruing to, attributable to or produced from the Assets on or after the Effective Date (collectively, "Hydrocarbons").

Received
KANSAS CORPORATION COMMISSION
MAR 10 2016
CONSERVATION DIVISION
WICHITA, KS



²⁹¹⁸
State of Kansas, Marion County, ss.
This instrument was filed for record on the
29 day of December, 2015
at 3:50 o'clock P.M. and duly recorded
in book M207 page 134
Joli Ottensmeyer
Register of Deeds 68.00 ml

ASSIGNMENT

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D. The Sulphur, lignite, coal, uranium, thorium, iron, geothermal steam, water carbon dioxide, helium and all other minerals, ores or substances of value (whether similar to the foregoing or not), and the products and proceeds therefrom, including without limitation all gas resulting from the in-situ combustion of coal or lignite, accruing to, attributable to or produced from the Assets on or after the Effective (collectively, "Other Minerals").

E. The Wells rights, improvements, fixtures, machinery and other equipment, inventory and articles of personal property or movables, wherever located, including, without limitation, connection apparatus and flow lines from wells to tanks, wells, pipelines, gathering lines, trunk lines, lateral lines, lead lines, flow lines, compressor, dehydration and pumping equipment, pumping plants, gas plants, processing plans, pumps, dehydration and separators, heater treaters, valves, gauges, meters, derricks, rig substructures, buildings, tanks, reservoirs, tubing, rods, downhole pumps, packers, liquid extractors, engines, boilers, tools, appliances, pumping units, fencing, cables, wires, tubular goods, machinery, supplies, well records and any and all other equipment, inventory and articles of personal property of any kind or character whatsoever appurtenant to, or used or held for use in connection with the production or Hydrocarbons or Other Minerals from the Assets, or now or hereafter located on any of the Lands encumbered by or pooled with any of the Assets, or used in connection with, and substitutes and replacements for, all of any part of the foregoing (all of the types or items of property and interest described in this section are herein collectively referred to as the "Personal Property").

F. The term "Assets" DOES NOT INCLUDE, any of the Assignor's title or interest in and to fee mineral interest, fee surface interest or the Assignor ORRI as defined below.

TO HAVE AND TO HOLD the Assets forever, subject to the following terms and conditions:

1. EXCEPTIONS. It is not the intention of Assignor to convey, transfer or assign, and Assignor is not conveying, transferring, or assigning any of its rights, title, or interest of whatsoever nature in any overriding royalty interest owned by Assignor as of the Effective Date of this Assignment (Assignor's ORRI").

2. PURCHASE AND SALE AGREEMENT. This Agreement is made pursuant to and subject to that certain Purchase and Sale Agreement, dated December 10, 2015 (the "PSA") by and among Assignor, Assignee, and other parties unrelated to this Agreement.

3. REPRESENTATIONS AND WARRANTIES. EXCEPT AS SET FORTH HEREIN AND IN THE PSA, THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE, EXPRESS OR IMPLIED, EXCEPT THAT ASSIGNOR WARRANTS AND SHALL DEFEND THAT (i) IT HAS AND IS TRANSFERRING TO ASSIGNEE DEFENSIBLE TITLE AS THAT TERM IS DEFINED IN THE PSA AND (ii) TITLE TO THE ASSETS

Received
KANSAS CORPORATION COMMISSION

MAR 10 2016

CONSERVATION DIVISION
WICHITA, KS

ASSIGNMENT

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AGAINST PERSONS WHOMSOEVER LAWFULLY CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR BUT NOT OTHERWISE.

EXCEPT AS PROVIDED IN THE PSA, THE PERSONAL PROPERTY AND EQUIPMENT HEREIN ASSIGNED ARE ASSIGNED BY ASSIGNOR TO ASSIGNEE "AS IS" AND "WHERE IS", WITH ALL FAULTS AND DEFECTS, AND WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING CLAUSE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

Assignor hereby represents and warrants to Assignee that Assignor has received in writing all of the approvals, consents and waivers required by and from all third parties (including all governmental entities, regulators and authorities) required by contract and by applicable law to assign the Assets to Assignee.

4. LEASES AND OTHER CONTRACTS AND AGREEMENTS. This Assignment is made by Assignor and accepted by Assignee subject to all of the terms, covenants and conditions of the Leases and to the terms, covenants and conditions of the instruments, contracts and agreements affecting the Leases and Assets, and the same shall bind Assignee and Assignee's successors and assigns on and after the Effective Date.

5. HEADINGS. Titles and headings in this Assignment are included solely for ease of reference and are not to be considered in interpretation or construction of this Assignment.

6. SUCCESSORS AND ASSIGNS. The terms, covenants, and conditions hereto shall bind and inure to the benefit of the parties hereto and their respective successors and assigns and are covenants running with the lands, leases, equipment, and facilities and with each transfer or assignment thereof or any portion thereof. All future assignments of any portion of the Leases and/or the other Assets associated therewith shall recognize and perpetuate the rights and obligations set out herein.

Received
KANSAS CORPORATION COMMISSION

MAR 10 2016

CONSERVATION DIVISION
WICHITA, KS

ASSIGNMENT

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EXECUTED as of the Effective Date.

ASSIGNOR:

Petro River Oil, LLC

By _____

Scot Cohen, Managing Member

ACKNOWLEDGEMENT

STATE OF NEW YORK, COUNTY OF NEW YORK, SS:

Before me the undersigned, a Notary Public, in and for said County and State, on this 17 day of December, 2015, personally appeared Scot Cohen, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Managing Member of Petro River Oil, LLC, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Appointment Expires: _____

JARED M SCHWARTZ
Notary Public - State of New York
No. 01SC6286443
Qualified in Kings County
My Commission Expires July 22, 2017

JARED M SCHWARTZ
Notary Public - State of New York
No. 01SC6286443
Qualified in Kings County
My Commission Expires July 22, 2017

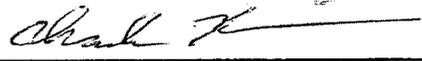
Received
KANSAS CORPORATION COMMISSION

MAR 10 2016

CONSERVATION DIVISION
WICHITA, KS

ASSIGNEE:

CK Oil & Gas, LLC

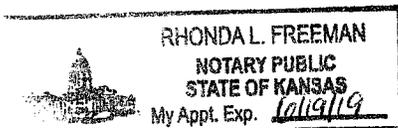
By 
Charles Kremeier, Managing Member

ACKNOWLEDGEMENT

STATE OF KANSAS, COUNTY OF Beary, SS:

23rd Before me the undersigned, a Notary Public, in and for said County and State, on this day of December, 2015, personally appeared Charles Kremeier, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Managing Member of CK Oil & Gas, LLC, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.




Notary Public

My Appointment Expires: _____

ME:CK.LLC.Petro.Assignment

Received
KANSAS CORPORATION COMMISSION

MAR 10 2015

CONSERVATION DIVISION
WICHITA, KS