

# 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: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

New Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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 \_\_\_\_\_



### 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: \_\_\_\_\_

**Thomas-Beal Unit Additional Surface Owner**

**Russell D Thomas**

20161-200 Road

Colony, KS 66015



**ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

STATE OF KANSAS §  
  §  
COUNTY OF ALLEN §

This Assignment, Bill of Sale and Conveyance (this "Assignment") is executed on the date and between the parties specified below:

**DATE:** March 3, 2017, to be effective for accounting purposes only as of 12:01 a.m. Central Time on March 1<sup>st</sup>, 2017 (the "Effective Time")

**ASSIGNOR:** M.A.E. Resources, Inc., a Kansas corporation  
Fourth & Broadway  
P.O. Box 610  
Pittsburg, Kansas 66762 ("Assignor" or "Seller")

**ASSIGNEE:** Colt Energy, Inc., a Kansas corporation  
6299 Nall Ave., Suite 100  
Mission, Kansas 66202 ("Assignee" or "Buyer")

For the sum of Ten Dollars (\$10.00) and other consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms set forth herein, Assignor does hereby grant, bargain, sell, assign, transfer, set over, convey, and deliver to Assignee, an undivided one-thirds (1/3) of Assignor's right, title, and interest in, to, and under the following (collectively, the "Assets"):

1. the oil, gas, and mineral leases described on **Exhibit "A"** attached hereto, and any amendments, extensions, acreage designations, ratifications, and/or partial releases affecting such leases, whether or not such instruments are described on said exhibit, together with all interest derived from such leases in or to any pools or units that include any lands covered by any such leases or all or a part of any such leases, and all tenements, hereditaments, and appurtenances belonging to such leases and such pooled areas or units (the "Leases");

2. any and all wells (in addition to the Wells listed in the Purchase and Sales Agreement), equipment, and facilities located on the Leases and at Buyer's storage yard used in connection with operations, including pumps, well equipment (surface and subsurface), saltwater disposal wells, water wells, water lines, communications equipment, sulfur recovery facilities, processing facilities, compressors, compressor stations, dehydration facilities, treatment facilities, pipeline gathering lines, flow lines, transportation lines, valves, meters, separators, tanks, tank batteries, and other fixtures, including the wells, equipment and facilities and equipment maintained (the "Lease Equipment and Facilities");
3. all valid and subsisting contracts, agreements, or instruments by which any of the Assets are bound, or that directly relate to or are otherwise directly applicable to any of the Assets, including operating agreements; unitization, pooling, and communitization agreements, declarations, and orders; joint venture agreements; farmin and farmout agreements; water rights agreements; production handling agreements; exploration agreements; participation agreements; exchange agreements; transportation or gathering agreements; agreements for the sale and purchase of hydrocarbons; or processing agreements; to the extent applicable to the Assets or the production of hydrocarbons from the Assets that are valid and subsisting and directly relate to or are otherwise directly applicable to any of the Assets (the "Contracts");
4. any and all valid and subsisting easements, permits, licenses, servitudes, rights-of-way, surface leases, or other surface rights that directly relate to or are otherwise directly applicable to any of the Assets, including the easements, permits, licenses, servitudes, rights-of-way, surface leases, and surface rights(the "Surface Rights");
5. oil, gas, minerals, and other gaseous and liquid hydrocarbons or any combination of the foregoing, in the tanks or produced from and attributable to the Leases or Wells after the Effective Time (the "Hydrocarbons"); and
6. originals or copies (at Assignor's sole discretion, and which, with respect to copies, may, at Assignor's sole discretion, be in electronic format) of all records and documents relating to the Assets, including land and lease files, division of interest computer printouts, contract files, well files, and copies of well logs (including electronic versions of such well logs); excluding, however, (a) those records that Assignor is prohibited by law or contract from disclosing to Assignee; (b) those records protected by an attorney-client privilege (excluding title opinions for the Assets); and (c) all correspondence or other records and documents relating to the sale of the Assets (the "Records").

TO HAVE AND TO HOLD all and singular the Assets, together with all rights, titles, interests, estates, remedies, powers, and privileges thereto appertaining unto Assignee and its successors, legal representatives, and assigns forever, subject to the following:

1. This Assignment is subject to that certain Purchase and Sale Agreement dated March 3, 2017, but effective as of the Effective Time, by and between Assignor, as Seller, and Assignee, as Buyer, among others (the "Purchase and Sale Agreement"), and nothing in this Assignment shall operate to limit, release, or impair any of Assignor's or Assignee's respective rights, obligations, remedies, or indemnities in the Purchase and Sale Agreement. To the extent the terms and provisions of this Assignment are in conflict, or inconsistent, with the terms and provisions of the Purchase and Sale Agreement, the terms and provisions of the Purchase and Sale Agreement shall control.

2. **THIS ASSIGNMENT IS MADE WITH FULL SUBSTITUTION AND SUBROGATION OF ASSIGNEE AS TO, AND ASSIGNOR HEREBY ASSIGNS TO ASSIGNEE, ALL CLAIMS ASSIGNOR HAS OR MAY HAVE AGAINST ALL PRECEDING OWNERS OF THE ASSETS, VENDORS, AND OTHERS. ASSIGNOR WARRANTS TITLE TO THE ASSETS AS TO CLAIMS BY, THROUGH, OR UNDER ASSIGNOR ONLY, AND ASSIGNOR WARRANTS AND REPRESENTS IT HAS NOT CONVEYED, TRANSFERRED, SOLD OR OTHERWISE ENCUMBERED THE ASSETS.**
3. This Assignment is subordinate to and is expressly subject to all terms and conditions of the Leases, Contracts, and Surface Rights, as each may be modified from time to time.
4. The provisions hereof shall be binding upon, and inure to the benefit of, Assignor and Assignee and their respective successors, affiliates, legal representatives, and assigns.
5. This Assignment shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas without reference to the conflict of law principles thereof.
6. If any provision of this Assignment is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed modified to the extent necessary to make it valid and enforceable and if it cannot be so modified, it shall be deemed deleted and the remainder of this Assignment shall continue and remain in full force and effect.
7. This Assignment may be executed in any number of counterparts, each of which shall be deemed valid and binding with respect to the signatories thereto, and all of which together shall constitute one and the same conveyance.
8. Each Party shall at any time and from time to time after the date hereof take whatever actions the other Party or its affiliates or agents reasonably request to effectuate, record, evidence or perfect its transfer of the Assets, Leases, Contracts and Surface Rights to Assignee pursuant to this Assignment or to otherwise effectuate or consummate any of the transactions contemplated by the agreements executed contemporaneous herewith.

*[Signature page follows]*

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment on the day and year set forth in the acknowledgments below, but this Assignment shall be effective for accounting purposes only as of the Effective Time.


**ASSIGNOR:**

**M.A.E. RESOURCES, INC.**

By:   
Name: Terrance L. Johnson  
Title: President

**ASSIGNEE:**

**COLT ENERGY, INC.**

By:   
Name: Nicholas K. Powell  
Title: President





**Exhibit A**  
**Schedule of Leases**  
**&**  
**Supplemental Agreements**

**ALLEN COUNTY, KANSAS**

**BEAL LEASE**

LESSOR: Geraldine L. Beal, a single person  
LESSEE: M.A.E. Resources, Inc.  
DATE: March 30, 1994  
RECORDED: Book M-132, Page 337  
DATE RECORDED: January 30, 1995  
PROPERTY: SE/4 minus 25 acres located in the SE/corner where the buildings are situated, in Section 24, Township 23 South, Range 19 East, Allen County, Kansas.

**CONLEY LEASE**

LESSOR: Jon M. Conley and Regina C. Conley, husband and wife  
LESSEE: M.A.E. Resources, Inc.  
DATE: March 30, 2005  
RECORDED: Book A60, Page 161  
DATE RECORDED: April 15, 2005  
PROPERTY: SE/4 NW/4 & SW/4 of Section 19, Township 23 South, Range 20 East, Less a tract beginning in the SE/corner of said SW/4, running thence North 880 feet, thence due West to the section line, thence South 880 feet to the SW/corner, thence East to the point of beginning; and,  
  
The NE/4 of Section 30, Township 23 South, Range 20 East, all in Allen County, Kansas.

**HOLT LEASE**

LESSOR: Jack Holt and Violet Holt, husband and wife  
LESSEE: M.A.E. Resources, Inc.  
DATE: August 23, 2003  
RECORDED: Book A51, Page 35  
DATE RECORDED: August 4, 2004  
PROPERTY: W/2 NW/4 of Section 19, Township 23 South, Range 20 East, Allen County, Kansas.

**MATNEY LEASE**

LESSOR: Lynda J. Matney and Delbert Matney, wife and husband, Carol Ruth Young and Richard D. Young, wife and husband, and Rita Diane Guy and Samuel A. Guy, wife and husband  
LESSEE: M.A.E. Resources, Inc.  
DATE: April 9, 2005  
RECORDED: Book A60, Page 647  
DATE RECORDED: May 5, 2005  
PROPERTY: NE/4 NW/4, and the S/2 SE/4 of Section 19, Township 23 South, Range 20 East, containing 120 acres more or less, Allen County, Kansas.

**K. M. SPRAGUE LEASE**

LESSOR: Kenneth Sprague, and Max L. Sprague and Reynetta D. Sprague, husband and wife  
LESSEE: M.A.E. Resources, Inc.  
DATE: August 8, 2005  
RECORDED: Book A77, Page 173  
DATE RECORDED: August 29, 2006  
PROPERTY: A tract located in the SW/4 of Section 19, Township 23 South, Range 20 East, Beginning at the SE/corner of said Quarter Section, running thence North approximately 880 feet, thence due West to the Section line, thence South 880 feet to the SW/corner of the SW/4, thence due East to the point of beginning, containing 55 acres, more or less, and  
  
The NW/4 of Section 30, Township 23 South, Range 20 East, containing 160 acres, more or less, all in Allen County, Kansas.

**V. SPRAGUE LEASE**

LESSOR: Vernon F. Sprague and Coletta E. Sprague, husband and wife  
LESSEE: M.A.E. Resources, Inc.  
DATE: July 14, 1994  
RECORDED: Book M-131, Page 636  
DATE RECORDED: October 19, 1994  
PROPERTY: NE/4 of Section 24, Township 23 South, Range 19 East, Allen County, Kansas.

**THOMAS LEASE**

LESSOR: Russell D. Thomas and Jennie Thomas, husband and wife  
LESSEE: M.A.E. Resources, Inc.  
DATE: May 16, 1992  
RECORDED: Book M-129, Page 190  
DATE RECORDED: March 8, 1993  
PROPERTY: SW/4 of Section 24, Township 23 South, Range 19 East, Allen County, Kansas.

TOGETHER WITH: all supplemental agreements, contracts, contract rights and property rights including, but not limited to, the following:

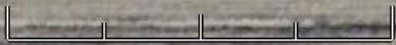
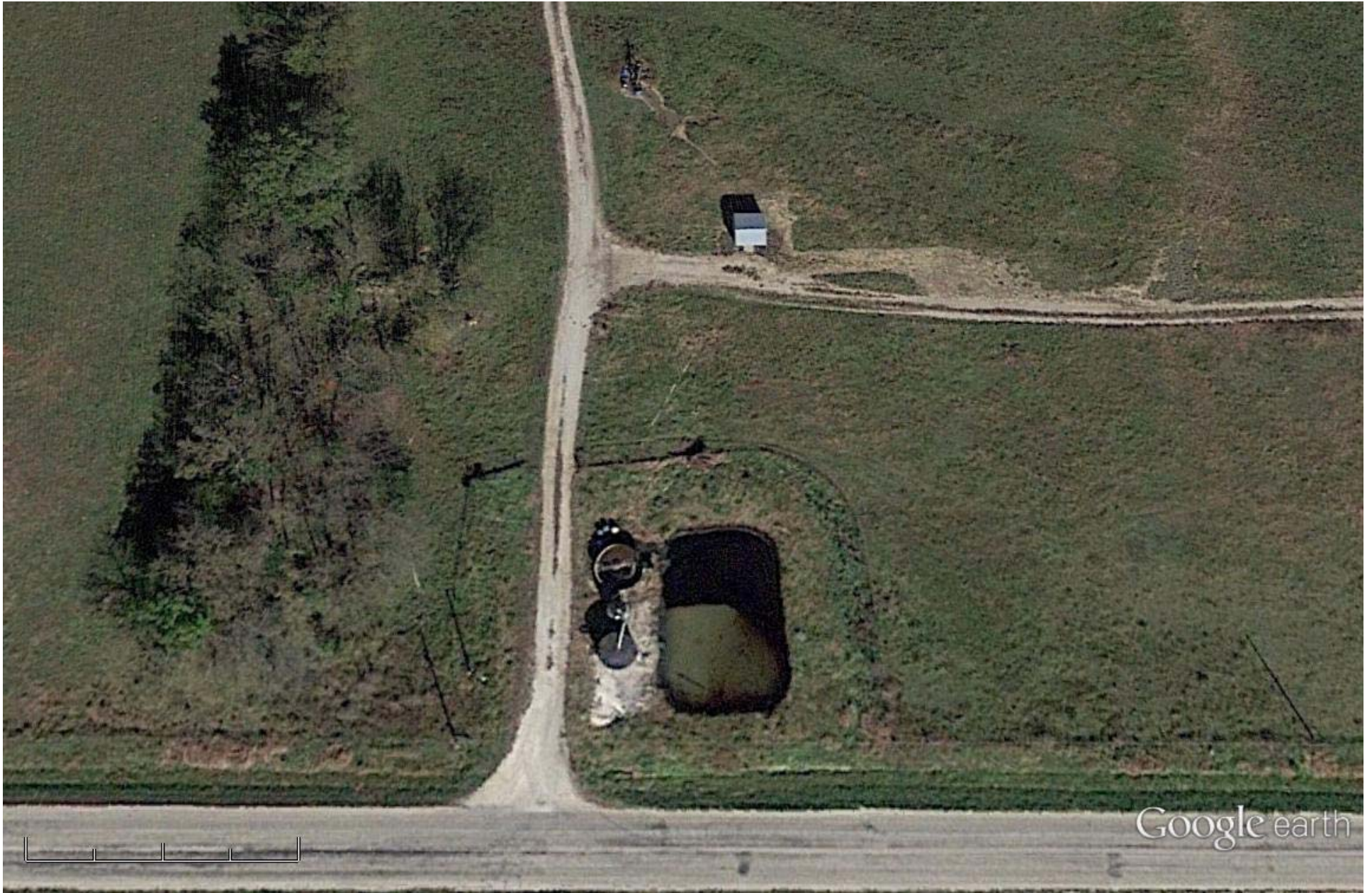
1. Pooling Agreement by and between Russel D. Thomas, et ux., and Geraldine L. Beal, as Landowners, and M.A.E. Resources, Inc., as Lessee, dated March 20, 1995, recorded at <sup>Misc.</sup> Book 133, Page 1 in the Office of the Register of Deeds in Allen County, Kansas.
2. Easement dated September 9, 1994 in favor of M.A.E. Resources, Inc., for oil, gas and water pipelines over and across the SW/4 of Section 24, T23S, R19E, Allen County, Kansas, in Misc. Book 133, Page 21.



Google earth

feet  
km





Google earth

feet  
meters

