



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: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

Oil / Gas Purchaser: _____

Date: _____

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 _____



Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRDL/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	Circle FEL/FWL		
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

A separate sheet may be attached if necessary

* 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.

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: _____



* 2 0 1 7 - 0 2 7 8 8 *

CARA BARKDOLL, REGISTER OF DEEDS

ALLEN COUNTY, KS

2017-0278

DATE RECORDED: 03/06/2017 04:05:09PM ✓

HTG INDEBT: 0.00 RECEIPT#: 16798

REC FEE: \$ 84.00

TECH FEE: \$ 24.00

HERITAGE FEE: \$8.00

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 1st, 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

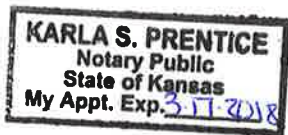
ACKNOWLEDGMENTS

THE STATE OF Kansas §
§
COUNTY OF Crawford §

This instrument was acknowledged before me this 6 day of March, 2017, by Terrance L. Johnson, known to me to be the President of **M.A.E. Resources, Inc.**, a Kansas corporation, who affirmed that the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires: March 17, 2018 Karla S. Prentice
Notary Public



THE STATE OF Kansas §
§
COUNTY OF Johnson §

This instrument was acknowledged before me this 3rd day of March, 2017, by Nicholas K. Powell, known to me to be the President of **Colt Energy, Inc.**, a Kansas Corporation, who affirmed that the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires: 9/2/2017 David P. Bleakley
Notary Public



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 ^{Misc.} 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.