

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: _____

Oil / Gas Purchaser: _____

Date: _____

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 _____

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRLD/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)
		<i>Circle</i> FSL/FNL	<i>Circle</i> FEL/FWL		
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____

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.

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)
		<u> </u> Circle FSL/FNL	<u> </u> Circle FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>
		<u> </u> FSL/FNL	<u> </u> FEL/FWL	<u> </u>	<u> </u>

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: _____

Additional Surface Owners

Garry Holloway
24652 SW 200 Rd
Kincaid, KS 66039

Neil Caudell
11566 SW Jefferson Rd
Colony, KS 66015

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS)
) ss:
COUNTY OF ANDERSON)

May This Assignment, Bill of Sale and Conveyance (this "Assignment") is executed this
April _____, 2017 by and between M.A.E. Resources, Inc., a Kansas corporation, the assignee of
James E. Russell Petroleum, Inc. and current owner and operator of the oil & gas lease being
assigned by these presents ("Assignor" or "Seller"), and Derek Caudell ("Assignee" or "Buyer").

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

1. the oil, gas, and mineral lease on the following property in Anderson County, Kansas:

The Southwest Quarter of the Southwest Quarter (SW/4, SW/4) of Section Four (4) containing forty (40) acres; the Southeast Quarter of the Southwest Quarter (SE/4, SW/4) of Section Four (4) containing thirty-nine (39) acres; the Southeast Quarter of Northwest Quarter (SE/4, NW/4) of Section Nine (9) containing forty (40) acres; the North Half of Northwest Quarter (N/2, NW/4) of Section Nine (9), less east fifteen (15) acres, containing one hundred five (105) acres, all situated Township Twenty-three (23) South, Range Nineteen (19) East, Anderson County, Kansas,

and any amendments, extensions, acreage designations, ratifications, and partial releases affecting such lease and all tenements, hereditaments, and appurtenances belonging to such lease (the "Williams Lease");

2. any and all wells, equipment, and facilities located on the Williams Lease and 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, (the "Wells"); and

3. 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 Williams Lease or Wells.

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:

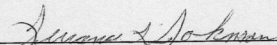
1. **THIS ASSIGNMENT IS MADE WITH FULL SUBSTITUTION AND SUBROGATION OF ASSIGNEE AS TO, AND ASSIGNOR HEREBY ASSIGNS TO ASSIGNEE, ALL CLAIMS ASSIGNOR HAS OR MAY HAVE AGAINST ALL PRECEDING OWNERS OF THE ASSETS, VENDORS, AND OTHERS. ASSIGNOR WARRANTS TITLE TO THE ASSETS AS TO CLAIMS BY, THROUGH, OR UNDER ASSIGNOR ONLY, AND ASSIGNOR WARRANTS AND REPRESENTS IT HAS NOT CONVEYED, TRANSFERRED, SOLD OR OTHERWISE ENCUMBERED THE ASSETS.**
2. All of said property is sold, conveyed and transferred "as is" and "where is" and, except for the warranty of title, there are no other warranties, express or implied.
3. This Assignment is subordinate to and is expressly subject to all terms and conditions of the Lease as it may be modified from time to time.
4. Buyer assumes all risk of loss and responsibility for the ownership of the Lease and the operation of the Wells including responsibility for plugging any such Wells as and when appropriate.
5. 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.
6. 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.
7. 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.
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, the Williams Lease, and the Wells to Assignee pursuant to this Assignment, Bill of Sale and Conveyance or to otherwise effectuate or consummate any of the transactions contemplated by this Assignment, Bill of Sale and Conveyance.

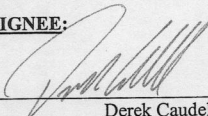
IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment, Bill of Sale and Conveyance on the day and year set forth in the acknowledgments below.

ASSIGNOR:

M.A.E. RESOURCES, INC.

By: 
Terrance L. Johnson, President

ASSIGNEE:

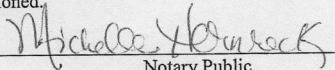

Derek Caudell

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF Anderson)

BE IT REMEMBERED, that on this 13 day of ^{June} ~~April~~, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Terrance L. Johnson, President of M.A.E. Resources, Inc., a Corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and said Terrance L. Johnson, as President of said corporation, duly acknowledged the execution of the same to be the act of the Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal the day and year last above-mentioned.


Notary Public

(SEAL) **MICHELLE HERMRECK**
Notary Public-State of Kansas
My Appt. Expires 7-31-2017

My appointment expires: 7-31-2017

STATE OF KANSAS)

COUNTY OF Allen) ss:

BE IT REMEMBERED, that on this 24th day of ~~April~~ May, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Derek Caudell, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.



(SEAL)

[Signature]
Notary Public
My appointment expires: 8-19-19