KOLAR Document ID: 1365108

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form T-1 July 2014 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: MUST be subm	itted with this form.		
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:		
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:		
Gas Gathering System:	Lease Name:		
Saltwater Disposal Well - Permit No.:			
Spot Location: feet from N / S Line feet from E / W Line	SecTwp R E Legal Description of Lease:		
Enhanced Recovery Project Permit No.:			
Entire Project: Yes No	County:		
Number of Injection Wells **			
Field Name:	Production Zone(s):		
** Side Two Must Be Completed.	Injection Zone(s):		
2000 000 0000			
Surface Pit Permit No.:	feet from N / S Line of Section		
(API No. if Drill Pit, WO or Haul)	feet from E / W Line of Section		
Type of Pit: Emergency Burn Settling	Haul-Off Workover Drilling		
Pact Operator's License No.	Contact Person:		
Past Operator's License No.	Contact Person:		
Past Operator's Name & Address:	Phone:		
	Date:		
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	n authorization, surface pit permit # has been		
noted, approved and duly recorded in the records of the Kansas Corporation	n 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	is acknowledged as		
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit		
Permit No.: Recommended action:	permitted by No.:		
Date: Authorized Signature	Date:		
DISTRICT EPR	PRODUCTION UIC		
DISTRICT EFF	THOUSE HON		

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#### Side Two

#### Must Be Filed For All Wells

* Lease Name: .			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S	on Line	Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle 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		
			FEL/FWL		
		FSL/FNL	FEL/FWL		

A separate sheet may be attached if necessary

<sup>\*</sup> 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.

KOLAR Document ID: 1365108

## 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 (C	athodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)		
OPERATOR: License #	Well Location:		
Name:	SecTwpS. R East _ West		
Address 1:	County:		
Address 2:	Lease Name: Well #:		
City:	9		
Contact Person:	the lease below:		
Phone: ( ) Fax: ( )			
Email Address:			
Surface Owner Information:			
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional		
Address 1:	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		
Address 2:	county, and in the real estate property tax records of the county treasurer.		
City: State: Zip:+			
	lic Protection Borehole Intent), you must supply the surface owners and batteries, pipelines, and electrical lines. The locations shown on the plat the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.		
I certify that, pursuant to the Kansas Surface Owner Notice Acowner(s) of the land upon which the subject well is or will be located as a surface of the land upon which the subject well is or will be located as a surface.	ct (House Bill 2032), I have provided the following to the surface cated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form eing filed is a Form C-1 or Form CB-1, the plat(s) required by this ad email address.		
KCC will be required to send this information to the surface own	knowledge that, because I have not provided this information, the ner(s). To mitigate the additional cost of the KCC performing this of the surface owner by filling out the top section of this form and CC, which is enclosed with this form.		
If choosing the second option, submit payment of the \$30.00 handling to form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1	iee with this form. If the fee is not received with this form, the KSONA-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:		

## BILL OF SALE AND ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THIS BILL OF SALE AND ASSIGNMENT OF OIL AND GAS LEASE is dated this 29<sup>th</sup> day of August, 2017, but effective as of August 1, 2017.

WHEREAS, Zeus Energy Partners, LTD., a Texas limited partnership and CL&F Resources, LP, a Delaware limited partnership, are owners of the Oil and Gas Leases described on Exhibit "A" attached hereto and made a part hereof; and Ares Energy, LTD. operates said Leases; and

NOW, THEREFORE, **ZEUS ENERGY PARTNERS, LTD., AND CL&F RESOURCES, LP** hereinafter called Assignors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and convey unto **EDISON OPERATING COMPANY, LLC** hereinafter called Assignee, all of Assignor's right, title, and interest in and to;

#### COMANCHE COUNTY, KANSAS

THE OIL and GAS LEASEs described on Exhibit "A" (including any ratifications and amendments thereto), together with the rights and incident thereto and the personal property and fixtures thereon, appurtenant thereto, or used or obtained in connection therewith, including but not limited to, working interest, reversionary interest, operations, associated leasehold rights, wells, equipment, pumping units, tanks, buildings, machinery, supplies, materials, compressors, compressor agreements, flow lines, gathering lines, rights-of-ways, easements, surface leases used in connection with oil and gas operations, attributable unit acreage, and salt water disposal wells and disposal systems, and other equipment located on and used in connection with the development, operation or maintenance of the oil and gas leases above described. All property herein conveyed is done so in an "as is, where is" condition. Assignor makes no warranty, express or implied, as to title, the condition, kind or character of said personal property or equipment, even as to the implied warranties of merchantability or fitness for a particular purpose; and

ALL rights and obligations derived from or created by unitization agreements, pooling agreements, and any rights and obligations derived from or created by operating or joint operating agreements, and all contracts and contractual rights, obligations and interests including, but not limited to unit agreements, operating agreements, farmout agreements, production sales contracts, gas purchase contracts, processing contracts, gas balancing agreements, rights of way, easements and all other agreements and instruments insofar as they relate to the above described oil and gas lease and well.

THE leasehold interests covered hereby are assigned by the Assignors and accepted by the Assignee subject to the royalties and/or other burdens of record, and subject to the terms any agreements under which it may have been acquired by Assignor, and the Assignee hereby assume and agree to pay its proportionate part of each of said burdens to the extent that they are part or remain a burden on the lease acreage herein assigned and to comply with the terms of any agreements under which the lease acreage may have been acquired.

AND it is understood that Assignee will be responsible for the payment of any and all production, ad valorem or sales taxes due or payable for the period from and after the Effective Date hereof attributable to the interest conveyed herein. It is further understood that Assignee shall assume all plugging liability of any and all wells located on the above described lease being conveyed herein and shall comply with all applicable valid orders, rules, regulations, statutes and ordinances of federal, state and other governmental agencies applicable to the plugging of any well located upon the Leases and the Property and shall otherwise be obligated to comply with all obligations, terms and conditions of the leases being assigned herein from and after the effective date.

TO HAVE and TO HOLD the assets as described above unto the Assignee, and their successors and assigns forever; provided, however, that THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF TITLE OF ANY KIND. All of the provisions of this assignment shall be available to and binding upon the respective heirs, executors, administrators, successors and assigns of the Assignor and Assignees herein.

ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS. ADDITIONALLY, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY WITH RESPECT TO THE ACCURACY OF ANY INFORMATION FURNISHED

## WITH RESPECT TO THE EXISTENCE OR EXTENT OF RESERVES OR THE VALUE, CONDITION, OR STATE OF REPAIR OF THE LEASEHOLD INTEREST.

This Assignment may be executed by the parties hereto in copies or counterparts, each of which shall be deemed to be an original and all of which shall constitute one assignment, being this Assignment.

EFFECTIVE: AUGUST 1, 201	17		
CL&F RESOURCES, LP By: Piquant, Inc. general partne	r		
R. Paul Loveless, President and	CEO.		
K. Faul Loveless, Flesidelli alid			
STATE OF TEXAS	Ackn	owledgment	
STATE OF <u>TEXAS</u> )			
Before me, the undersigned, a N personally appeared <u>R. Paul Loveless</u> , to	me known to be the ident	id county and State, on this day of	resident and
IN WITNESS WHEREOF, I have	ve hereunto set my officia	I signature and affixed my official seal the day and year first abo	ve written.
	Notary Public	My commission expires	
ZEUS ENERGY PARTNERS By: Lanza Resources, Inc. gene			
Robert L. Dimit, President			
STATE OF TEXAS )	Ackn	owledgment	
STATE OF <u>TEXAS</u> ) § COUNTY OF			
Before me, the undersigned, a N personally appeared <u>Robert L. Dimit</u> , to r <u>Zeus Energy Partners, Ltd.</u> and acknowled therein set forth.	ged to me that he execute	id county and State, on this day ofAugust cal person who executed the within foregoing instrument, as _F d the same as his free and voluntary act and deed, for the uses a	and purposes
IN WITNESS WHEREOF, I have	ve hereunto set my officia	I signature and affixed my official seal the day and year first abo	ve written.
	Notary Public	My commission expires	
(OPERATOR) ARES ENERGY, LTD. By: Lanza Resources, Inc. gene	ral partner		
Robert L. Dimit, President			
STATE OF TEXAS	Ackn	owledgment	
) §			
personally appeared Robert L. Dimit, to r	ne known to be the identi	id county and State, on this day ofAugust_ cal person who executed the within foregoing instrument, as _F e as his free and voluntary act and deed, for the uses and purpose	resident for
IN WITNESS WHEREOF, I have	ve hereunto set my officia	I signature and affixed my official seal the day and year first abo	ve written.
	Notary Public	My commission expires	

BILL OF SALE AND ASSIGNMENT OF OIL AND GAS LEASE DATED AUGUST 1, 2017 BY AND BETWEEN ZEUS ENERGY PARTNERS, LTD. AND CL&F RESOURCES, LP, AS ASSIGNORS AND EDISON OPERATING COMPANY, LLC AS ASSIGNEE

# EXHIBIT "A" ASSIGNMENT OF OIL AND GAS LEASE COMANCHE COUNTY, KANSAS

#### GIRK LEASE

Oil and gas lease dated August 24, 2004 between Darrel Girk, et ux as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the East Half of the West Half (E/2 W/2) and the West Half of the Southeast Quarter (W/2 SE/4) of Section 31, Township 33 South, Range 20 West, and recorded in Book 102 at Page 277 in the records of Comanche County, Kansas.

Oil and gas lease dated August 25, 2004 between Wayne W. Kindsvater Trust as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering Lot 1 (36.96), Lot 2 (36.80), Lot 3 (36.64), Lot 4 (36.48) also known as the West Half of the West Half (W/2 W/2) of Section 31, Township 33 South, Range 20 West, and recorded in Book 102 at Page 297 in the records of Comanche County, Kansas.

#### GIRK #1-31 Well API (#15-033-21408) located in the SW NW SE of Sec. 31-T33S-R20W

## **DENNISON LEASE**

Oil and gas lease dated June 01, 2004 between Diane Marie Dennison as Lessor and Millar B. White, Jr. as Lessee, covering the East Half of the Southeast Quarter (E/2 SE/4) of Section 31 and the Southwest Quarter (SW/4) of Section 32, all in Township 33 South, Range 20 West and , and recorded in Book 102 at Page 141 in the records of Comanche County, Kansas.

### **DENNISON #31-16 Well API (#15-033-21494) located in the SE SE of Sec. 31-T33S-R20W**

## SELZER LEASE

Oil and gas lease dated June 27, 2004 between T Harvey and Dana Selzer as Lessor and Millar B. White, Jr. as Lessee, covering the Northeast Quarter (NE/4) of Section 31, Township 33 South, Range 20 West, and recorded in Book 102 at Page 145 in the records of Comanche County, Kansas.

Oil and gas lease dated June 27, 2004 between T Harvey and Dana Selzer as Lessor and Millar B. White, Jr. as Lessee, covering the Northwest Quarter (NW/4) of Section 32, Township 33 South, Range 20 West, and recorded in Book 102 at Page 267 in the records of Comanche County, Kansas.

Oil and gas lease dated August 16, 2004 between Margaret Fern Hough Eubanks as Lessor and Millar B. White, Jr. as Lessee, covering the Southeast Quarter (SE/4) of Section 30, Township 33 South, Range 20 West, and recorded in Book 102 at Page 331 in the records of Comanche County, Kansas.

Oil and gas lease dated July 12, 2004 between Richard S. Riner, et ux, as Lessor and Millar B. White, Jr. as Lessee, covering the Southwest Quarter (SW/4) of Section 29, Township 33 South, Range 20 West, and recorded in Book 102 at Page 207 in the records of Comanche County, Kansas.

Oil and gas lease dated July 12, 2004 between Gary Filson, et ux, as Lessor and Millar B. White, Jr. as Lessee, covering the Southwest Quarter (SW/4) of Section 29, Township 33 South, Range 20 West, and recorded in Book 102 at Page 209 in the records of Comanche County, Kansas.

Oil and gas lease dated July 12, 2004 between Jerry Barnes, et ux, as Lessor and Millar B. White, Jr. as Lessee, covering the Southwest Quarter (SW/4) of Section 29, Township 33 South, Range 20 West, and recorded in Book 102 at Page 233 in the records of Comanche County, Kansas.

## <u>SELZER #1-31 Well API (#15-033-21416) located in the N2 SE NE of Sec. 31-T33S-R20W</u>

### **RICH LEASE**

Oil and gas lease dated December 26, 1978 between Horace H. Rich and Charlotte Rich, his wife as Lessor and Cities Service Company as Lessee, covering the West Half (W/2) of Section 23, Township 32 South, Range 19 West, and recorded in Book 45 at Page 577 in the records of Comanche County, Kansas.

RICH #23-14 Well API (#15-033-21042-0001) located in the NW SE SW of Sec. 23-T32S-R19W

### **CITY OF COLDWATER LEASE**

Oil and gas lease dated May 10, 1999 between City of Coldwater Kansas as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the Southeast Quarter (SE/4) of Section 23, Township 32 South, Range 19 West, and recorded in Book 90 at Page 153 in the records of Comanche County, Kansas.

<u>CITY OF COLDWATER #23-15 Well API (#15-033-21033) located in the NE SW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21374) located in the SE NW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21374) located in the SE NW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21033) located in the NE SW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21033) located in the NE SW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21034) located in the SE NW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21034) located in the SE NW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21034) located in the SE NW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21034) located in the SE NW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21034) located in the SE NW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21034) located in the SE NW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21034) located in the SE NW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21034) located in the SE NW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21034) located in the SE NW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21034) located in the SE NW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21034) located in the SE NW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21034) located in the SE NW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21034) located in the SE NW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21034) located in the SE NW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21034) located in the SE NW SE of Sec. 23-T32S-R19W CITY OF COLDWATER #23-10 Well API (#15-033-21034) located in the SE NW SE of Sec. 23-T32S-R19W (#15-033-21034) located in the SE NW SE of Sec. 23</u>

#### LINDA LEASE

Oil and gas lease dated November 13, 1996 between Tony Koehn, et ux, as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the West Half of the East Half (W/2 E/2) and the East Half of the Southwest Quarter (E/2 SW/4) of Section 26, Township 32 South, Range 19 West, and recorded in Book 85 at Page 499 in the records of Comanche County, Kansas.

LINDA #26-2 Well API (#15-033-21041) located in the E2 NW NE of Sec. 26-T32S-R19W LINDA #26-10 Well API (#15-033-21421) located in the NE NW SE of Sec. 26-T32S-R19W LINDA #26-15 Well API (#15-033-21162) located in the NW SW SE of Sec. 26-T32S-R19W

#### **NIELSON LEASES**

Oil and gas lease dated November 16, 1999 between Anna Nielson as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the East Half of the East Half (E/2 E/2) of Section 26, Township 32 South, Range 19 West, and recorded in Book 91 at Page 895 in the records of Comanche County, Kansas.

#### NIELSON #26-8 Well API (#15-033-21121) located in the E2 NW NE of Sec. 26-T32S-R19W

Oil and gas lease dated November 17, 1999 between Anna Nielson as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the West Half of the West Half (W/2 W/2) of Section 25, Township 32 South, Range 19 West, and recorded in Book 91 at Page 897 in the records of Comanche County, Kansas.

NIELSON #25-13 Well API (#15-033-21148) located in the SW SW SW of Sec. 25-T32S-R19W

## HERD LEASE

Oil and gas lease dated April 08, 1994 between L Dewayne Herd, et ux, as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the Southwest Quarter (SW/4) of Section 34, Township 32 South, Range 19 West, and recorded in Book 82 at Page 195 in the records of Comanche County, Kansas.

HERD #34-13 Well API (#15-033-20960) located in the SW SW SW of Sec. 34-T32S-R19W HERD #34-14 Well API (#15-033-20921) located in the SW SE SW of Sec. 34-T32S-R19W

### **BRASS LEASE**

Oil and gas lease dated March 12, 1997 between Robert W. Brass, et ux, as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the Southeast Quarter (SE/4) and the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) of Section 34, Township 32 South, Range 19 West, and recorded in Book 85 at Page 367 in the records of Comanche County, Kansas.

BRASS #34-15 Well API (#15-033-20943) located in the SW SW SE of Sec. 34-T32S-R19W

## **CARY LEASE**

Oil and gas lease dated November 12, 1996 between David Cary, Trustee, as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the Southwest Quarter (SW/4) of Section 36, Township 32 South, Range 19 West, and recorded in Book 82 at Page 173 in the records of Comanche County, Kansas.

<u>CARY #10-36 Well API (#15-033-21497) located in the NW SE of Sec. 36-T32S-R19W</u> <u>CARY #16-36 Well API (#15-033-20966) located in the NW SE SE of Sec. 36-T32S-R19W</u>

#### **COLTER LEASES**

Oil and gas lease dated April 18, 1994 between Willard Colter, et ux, as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the Southwest Quarter (SW/4) of Section 36, Township 32 South, Range 19 West and the Northwest Quarter (NW/4) of Section 01, Township 33 South, Range 19 West, and recorded in Book 82 at Page 173 in the records of Comanche County, Kansas.

COLTER 'A' #1 Well API (#15-033-20776) located in the E2 SW SW of Sec. 36-T32S-R19W COLTER 'A' #3 SWD Well API (#15-033-20787) located in the SW NE SW of Sec. 36-T32S-R19W

COLTER #1-5 Well API (#15-033-21530) located in the SW NW of Sec. 01-T33S-R19W COLTER #1-6 Well API (#15-033-21407) located in the NE SE NW of Sec. 01-T33S-R19W

Oil and gas lease dated March 27, 2000 between Kenneth Colter, et ux, as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the North Half of the Southwest Quarter (N/2 SW/4) of Section 01, Township 33 South, Range 19 West, and recorded in Book 93 at Page 401 in the records of Comanche County, Kansas.

Oil and gas lease dated March 27, 2000 between Joyce Irene Heft as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the South Half of the Southeast Quarter (S/2 SE/4) and the South Half of the Southwest Quarter (S/2 SW/4) of Section 01, Township 33 South, Range 19 West, and recorded in Book 93 at Page 475 in the records of Comanche County, Kansas.

Oil and gas lease dated June 15, 2001 between Charles F. Doornbos Revocable Trust as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the Southwest Quarter (SW/4) of Section 01, Township 33 South, Range 19 West, and recorded in Book 96 at Page 859 in the records of Comanche County, Kansas.

Oil and gas lease dated July 13, 2001 between XTO Energy Inc. as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the Southwest Quarter (SW/4) of Section 01, Township 33 South, Range 19 West, and recorded in Book 97 at Page 201 in the records of Comanche County, Kansas.

Oil and gas lease dated July 18, 2001 between OXY USA Inc. as Lessor and Kansas City Royalty Co., LLC as Lessee, covering the Southwest Quarter (SW/4) of Section 01, Township 33 South, Range 19 West, and recorded in Book 97 at Page 281 in the records of Comanche County, Kansas.

**COLTER #1-11 Well API (#15-033-21258) located in the NE NE SW of Sec. 01-T33S-R19W** 

## BREMER | PHILLIPS LEASE

Oil and gas lease dated April 19, 1994 between Richard H. Phillips Trust as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering Lot 1 (40.04), Lot 2 (40.11), and the South Half of the Northeast Quarter (S/2 NE/4) of Section 1, Township 33 South, Range 19 West, and recorded in Book 82 at Page 199 in the records of Comanche County, Kansas.

PHILLIPS #1-7 Well API (#15-033-20905) located in the NW SW NE of Sec. 01-T33S-R19W BREMER #1-2 Well API (#15-033-21496) located in the NW NE of Sec. 01-T33S-R19W BREMER #1-8 Well API (#15-033-21400) located in the SW SE NE of Sec. 01-T33S-R19W

#### WEBSTER LEASE

Oil and gas lease dated January 13, 1995 between Martin Webster, et ux, as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering Lot 1 (39.84), Lot 2 (39.91), Lot 3 (39.99) Lot 4 (40.06) aka the North Half of the North Half (N/2 N/2) and the South Half of the Northeast Quarter (S/2 NE/4) and Southeast Quarter (SE/4) of Section 3, Township 33 South, Range 19 West, and recorded in Book 83 at Page 43 in the records of Comanche County, Kansas.

WEBSTER #3-3 Well API (#15-033-20910) located in the NW NE NW of Sec. 03-T33S-R19W
WEBSTER #3-2X Well API (#15-033-21498) located in the SW NW NE of Sec. 03-T33S-R19W
WEBSTER #3-10 Well API (#15-033-21050) located in the NW SE of Sec. 03-T33S-R19W
WEBSTER #3-15 Well API (#15-033-21485) located in the SW SE of Sec. 03-T33S-R19W

### WILLEMS LEASE

Oil and gas lease dated January 13, 1995 between Verlyn D. Willems, et ux, as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the South Half of the Northwest Quarter (S/2 NW/4) and the North Half of the Southwest Quarter (N/2 SW/4) of Section 3, Township 33 South, Range 19 West, and recorded in Book 83 at Page 41 in the records of Comanche County, Kansas.

WILLEMS #3-6X Well API (#15-033-20932) located in the NW SE NW of Sec. 03-T33S-R19W WILLEMS #3-11 Well API (#15-033-20984) located in the NW NE SW of Sec. 03-T33S-R19W

#### **JELLISON LEASE**

Oil and gas lease dated November 13, 1996 between Tommy G. Jellison, et al, as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the South Half of the Southwest Quarter (S/2 SW/4) of Section 3, Township 33 South, Range 19 West, and recorded in Book 84 at Page 539 in the records of Comanche County, Kansas.

#### JELLISON #3-14 Well API (#15-033-20995) located in the S2 SE SW of Sec. 03-T33S-R19W

Oil and gas lease dated July 14, 1999 between Tommy G. Jellison, et al, as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the Northeast Quarter (NE/4) of Section 10, Township 33 South, Range 19 West, and recorded in Book 91 at Page 61 in the records of Comanche County, Kansas.

## JELLISON #10-2 Well API (#15-033-21092) located in the SW NW NE of Sec. 10-T33S-R19W

Oil and gas lease dated July 14, 1999 between Tommy G. Jellison, et al, as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the Northwest Quarter (NW/4) of Section 10, Township 33 South, Range 19 West, and recorded in Book 91 at Page 63 in the records of Comanche County, Kansas.

## <u>JELLISON #10-4 Well API (#15-033-21039) located in the SE NW NW of Sec. 10-T33S-R19W</u> <u>JELLISON #10-6 Well API (#15-033-21486) located in the SE NW of Sec. 10-T33S-R19W</u>

Oil and gas lease dated July 14, 1999 between Tommy G. Jellison, et al, as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the West Half of the Southwest Quarter (W/2 SW/4) of Section 10, Township 33 South, Range 19 West, and recorded in Book 91 at Page 65 in the records of Comanche County, Kansas.

JELLISON #10-12 Well API (#15-033-21229) located in the N2 NW SW of Sec. 10-T33S-R19W JELLISON #1 Well API (#15-033-20825) located in the C SW SW of Sec. 10-T33S-R19W

#### BONNER | BUNNELL LEASE

Oil and gas lease dated July 14, 1997 between Bunnell Farms Co as Lessor and Bobby Joe Posey Trust as Lessee, covering the West Half of the Northeast Quarter (W/2 NE/4) and the Northwest Quarter (NW/4) of Section 15, Township 33 South, Range 19 West, and recorded in Book 85 at Page 667 in the records of Comanche County, Kansas.

BONNER (BUNNELL) #1-15 Well API (#15-033-21115) located in the NE NW NW of Sec. 15-T33S-R19W

BUNNELL #15-6 Well API (#15-033-21529) located in the SE NW of Sec. 15-T33S-R19W

BUNNELL #15-2 Well API (#15-033-21492) located in the NW NE of Sec. 15-T33S-R19W

## BRASS LEASE

Oil and gas lease dated February 14, 1995 between Robert W. Brass, et ux, as Lessor and Millar B. White, Jr. as Lessee, covering the Northeast Quarter (NE/4) and the East Half of the Northwest Quarter (E/2 NW/4) and the South Half (S/2) of Section 14, Township 33 South, Range 19 West, and recorded in Book 102 at Page 803 in the records of Comanche County, Kansas.

## BRASS #14-12 Well API (#15-033-21524) located in the NW SW of Sec. 14-T33S-R19W

### **MOFFETT LEASE**

Oil and gas lease dated January 27, 1999 between James L. Moffett, et al, as Lessor and Samuel Gary Jr., & Associates, Inc. as Lessee, covering the Southeast Quarter (SE/4) and the North Half (N/2) Less and Except an 18 acre tract described as beginning at the NE corner of section 23, thence West 949 feet, thence South 826 feet, thence East 949 feet, thence North 826 feet to POB all in Section 23, Township 33 South, Range 19 West, and recorded in Book 89 at Page 73 in the records of Comanche County, Kansas.

BRASS #14-12 Well API (#15-033-21524) located in the NW SW of Sec. 14-T33S-R19W

## WITH RESPECT TO THE EXISTENCE OR EXTENT OF RESERVES OR THE VALUE CONDITION, OR STATE OF REPAIR OF THE LEASEHOLD INTEREST.

This Assignment may be executed by the parties hereto in copies or counterparts, each of which shall be deemed to be an original and all of which shall constitute one assignment, being this Assignment.

Assignment.				
EFFECTIVE: AUGUST 1, 201	7			
CL&F RESOURCES, LP By: Piquant, Inc. general partner	r			
R. Paul Loveless, President and C	CEO			
STATE OF TEXAS )	Ackn	nowledgment		
COUNTY OF) §				
Before me, the undersigned, a No personally appeared R. Paul Loveless, to receive for CL&F Resources, LP and acknown purposes therein set forth.	ne known to be the ident	tical person who executed the		sident ar
IN WITNESS WHEREOF, I hav	e hereunto set my officia	I signature and affixed my c	official seal the day and year first above	written.
	Notary Public		My commission expires	4
ZEUS ENERGY PARTNERS. By: Lanza Resources, Inc. gener				
Robat & Donne				
Robert L. Dimit, President	Ackn	nowledgment		
STATE OF TEXAS  COUNTY OF Midland	ACK	owiedginent		
Before me, the undersigned, a No personally appeared Robert L. Dimit, to m Zeus Energy Partners, Ltd. and acknowledge therein set forth.	e known to be the ident	ical person who executed th	e within foregoing instrument, as Pre	sident fo
IN WITNESS WHEREOF, I have	e hereunto set my officia	l signature and affixed my c	official seal the day and year first above	written.
BECKY R MARTINEZ Notary ID #10520910 My Commission Expires September 2, 2021	Rocky R. Notary Public	Martinez	9-2-21 My commission expires	
(OPERATOR) ARES ENERGY, LTD. By: Lanza Resources, Inc. gener	al partner			
Robert L. Dimit, President	m			
CTATE OF TEVAC	Ackn	owledgment		
COUNTY OF Midland				
Before me, the undersigned, a No personally appeared <u>Robert L. Dimit</u> , to make the Energy, Ltd. and acknowledged to me set forth.	e known to be the ident	ical person who executed th	e within foregoing instrument, as Pre	sident f
IN WITNESS WHEREOF, I have	e hereunto set my officia	I signature and affixed my o	official seal the day and year first above	written.

Ochy R. martinez

BECKY R MARTINEZ Notary ID #10520910 My Commission Expires September 2, 2021

RCASS 1-35 SWD Agrant 2-27-2009

BRASS 1-35 KS 6060

## SALT WATER DISPOSAL AGREEMENT AND EASEMENT

Comarche

STATE OF KANSAS

)( )(

**COUNTY OF COMANCHE** 

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of February 2009, by and between BETTY J. BRASS, c/o Sunrise, 11661 Granada, Leawood, Kansas 66211 (hereinafter referred to as "Owner"), and ARES ENERGY, LTD, 303 West Wall Street, Suite 900, Midland, Texas 79701 (hereinafter referred to as "ARES").

## WITNESSETH:

WHEREAS, the Owner are the fee owners of the following described lands (hereinafter referred to as "Leasehold") located in the County of Comanche, State of Kansas, to-wit:

## Township 32 South, Range 19 West, 6<sup>th</sup> P.M. Section 35: NW/4

WHEREAS, ARES owns the wellbore to the Brass 1-35 and currently uses said well as a saltwater disposal well (hereinafter referred to as "Disposal Well") located on the following described tract of land located in the County of Comanche, State of Kansas, to-wit:

## Township 32 South, Range 19 West, 6th P.M. Section 35: C NW/4NW/4

WHEREAS, ARES currently uses the Disposal Well for disposal of saltwater and oil field brine produced from the following Oil and Gas Leases operated by ARES as set out on ATTACHED EXHIBIT "A" with all lands located in Comanche County, Kansas (hereinafter referred to as the "ARES Wells") and to maintain on the Leasehold the necessary pipeline or lines, tankage and other structures necessary or convenient for the operation of the Disposal Well.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Agreement. The Owner hereby grant and convey unto ARES the right to use and maintain the Disposal Well at its present location together with the right to transport and conduct through pipelines, saltwater and other oil field brine products from the ARES Leases,

together with the right of ingress and egress over the Leasehold on existing roads presently servicing the area. The Owner hereby further grant to ARES the right of ingress and egress for purposes of laying pipelines or flowlines, repairing and removing any such pipeline or lines, or other property, in whole or in part, at the convenience of ARES the with further right to remove from the Disposal Well, any and all casing, pipeline or lines, tanks, material, equipment and other personal property heretofore placed on the Leasehold.

2. Term. This Agreement shall remain in full force and effect for a term of 7 years from the date of this Agreement or until Operator ceases to operate the SWD Well for the disposal of saltwater or oil field brine, whichever occurs first. Upon termination of this Agreement, Operator agrees to remove, at its election, within ninety (90) days, any and all injection lines, tanks, materials, equipment and other personal property placed upon the Leasehold in connection with the SWD Well and to restore the Leasehold to its original condition, as nearly as possible.

3. <u>Compliance with Laws.</u> ARES agrees to comply with the rules and regulations of the Kansas Corporation Commission pertinent to the disposal of saltwater and oil field brine in the installation, operation and abandonment of a saltwater disposal well.

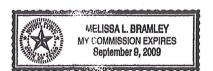
4. <u>Disposal Compensation.</u> ARES hereby agrees to pay an annual rental to the Owner, totaling \$1,000.00 per Oil and Gas Lease disposal as indicated in the attached Exhibit "A", commencing on or before February 27, 2009, for SWD Fee covering the Brass 1-35 SWD. ARES further agrees to compensate the Owner in the amount of \$1,000.00 for any additional leases operated by ARES, which may be connected to the Disposal Well for disposal of saltwater and oil field brine. If additional Oil and Gas Leases are added to this agreement or deleted from this Agreement, ARES shall amend the Exhibit "A" to reflect these potential amendments and shall submit these changes to the Owner and shall also amend the Annual SWD Fee, on a prorated basis in accordance with these amendments.

5. Hold Harmless. ARES hereby agrees to hold Owner harmless against any and all claims or causes or action by third parties which may arise out of or in connection with the operation, maintenance and removal of the Disposal Well, any and all casing, pipeline or lines, tanks, material, and other personal property of every kind or nature heretofore on the Leasehold. ARES further agrees to indemnify the Owner against any and all expenses or costs incurred arising out of such claims or causes of action, including attorneys' fees and court costs.

#### **ACKNOWLEDGEMENTS**

STATE OF TEXAS	)(
¥	)(
COUNTY OF MIDLAND	)(

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed by official seal the date last above written.



Notary Public
State of Texas

STATE OF KANSAS )(
COUNTY OF Johnson )(

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1724 day of Life Department, 2009, personally appeared BETTY J. BRASS to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed by official seal the date last above written.

NOTARY PUBLIC - State of Kansas
REE B. DOUTHAT,
iMy Appt. Expires/1/20/20/

Notary Public State of Kansas

#### **EXHIBIT "A"**

Attached to and made a part of that certain Salt Water Disposal Agreement and Easement for the Brass 1-35 SWD Well dated February 27, 2009, by and between ARES ENERGY, LTD. and BETTY J. BRASS.

ARES Energy, Ltd. currently uses the Brass 1-35 SWD Well for disposal of saltwater and oil field brine produced from the following Oil and Gas Leases located in Comanche County, Kansas:

- 1) City of Coldwater 23-15 located in NE/4SW/4SE/4 Section 23, T32S, R19W
- Linda 26-2 located in E/2NW/4NE/4 of Section 26, T32S, R19W
  - 3) Linda 26-10 located in SE/4 Section 26, T32S, R19W
  - 4) Linda 26-15 located in SW/4 Section 26, T32S, R19W
  - 5) Webster 3-3 located in NE/4NW/4 Section 3, T33S, R19W
  - 6) Nielsen 25-13 located in SW/4SW/4 Section 25, T32S, R19W

2-2010 Linda 26-2 off Webster 3-2x add Pay \$6,000.00