KOLAR Document ID: 1552111

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form T-1 April 2019 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:	1				
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:KS Dept of Revenue Lease No.:				
Gas Lease: No. of Gas Wells**					
Gas Gathering System:	Lease Name:				
Saltwater Disposal Well - Permit No.:					
Spot Location:feet from N / S Line	SecTwpRE				
feet from E / W Line	Legal Description of Lease:				
Enhanced Recovery Project Permit No.:					
Entire Project: Yes No	County:				
Number of Injection Wells**	Production Zone(s):				
Field Name:	Injection Zone(s):				
** Side Two Must Be Completed.	injection zone(s).				
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				
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:				
New Operator's Email:	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 0	Commission. This acknowledgment of transfer pertains to Kansas Corporation				
Commission records only and does not convey any ownership interest in the a	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:	Date:				
Date: Authorized Signature	Authorized Signature				
DISTRICT	PROPULATION				
DISTRICT EPR I	PRODUCTION UIC				

Side Two

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	Circle: 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		
			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.

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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 #	Well Location:			
Name:	SecTwpS. R			
Address 1:	County:			
Address 2:	Lease Name: Well #:			
City:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of			
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 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 1:				
Address 2:	county, and in the real estate property tax records of the county treasurer.			
City:				
the KCC with a plat showing the predicted locations of lease roads, tank are preliminary non-binding estimates. The locations may be entered of	edic Protection Borehole Intent), you must supply the surface owners and k batteries, pipelines, and electrical lines. The locations shown on the plat In the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.			
owner(s) of the land upon which the subject well is or will be I CP-1 that I am filing in connection with this form; 2) if the form form; and 3) my operator name, address, phone number, fax, a I have not provided this information to the surface owner(s). I a KCC will be required to send this information to the surface owner.	acknowledge that, because I have not provided this information, the wner(s). To mitigate the additional cost of the KCC performing this is of the surface owner by filling out the top section of this form and			
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-	fee 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:			

THIS AGREEMENT is made and entered into this <u>20th</u> day of December, 2016, by and between BLUE TOP ENERGY LLC, hereinafter referred to as "Seller", and KEPLEY WELL SERVICES, LLC., hereinafter referred to as "Purchaser".

FOR AND IN CONSIDERATION of the full and complete payment of the purchase price for the following described oil and gas lease, the mutual promises and agreements herein set forth, the parties agree as follows:

1. Seller agrees to sell and Purchaser agrees to purchase the Seller's entire working interest consisting of 7/8 (.875) of the net revenue interest in and to the following described oil and gas lease, to-wit:

ROACH LEASE:

An oil and gas lease dated June 1, 1987, from Gloria Faith Roach and Thomas G. Roach, wife and husband, as Lessors to Panther Oil, Inc., a Kansas corporation, as Lessee, recorded in Book 104 of Miscellaneous at Pages 307-309 in the office of the Register of Deeds of Neosho County, Kansas, covering the following described real estate: The Northwest Quarter (NW/4) of Section Twelve (12), Township Twenty-seven (27) South, Range Eighteen (18) East of the 6th P.M., Neosho County, Kansas;

FARRIS LEASE:

An oil and gas lease dated August 1, 1989, from Sharon Kay Farris, a single woman, as Lessor to Thomas W. Donahue and Errol J. Donahue as Lessee, recorded in Book 108 of Miscellaneous at Pages 681-682 in the office of the Register of Deeds of Neosho County, Kansas, covering the following described real estate:

The Southwest quarter (SW/4) of Section Twelve (12), Township Twenty-seven (27) South, Range Eighteen (18) East, less and except a tract beginning at the Southeast corner of the Southwest Qu7arter, thence North 884 feet, thence West 505 feet, thence South 884 feet, thence East 505 feet to point of beginning;

- 2. The purchase price of the above described oil and gas lease shall be THREE THOUSAND DOLLARS (\$3,000.000) payable in full at closing, in addition to any unpaid and outstanding balance due Purchaser from Seller for services provided from Purchaser to seller up and until the date of this agreement.
- 3. Seller warrants title to the above described oil and gas lease free and clear of any liens, charges or encumbrances. Seller does not warrant the condition of the lease which shall be sold, AS IS, in their present existing condition. The Purchaser acknowledges that it has had the opportunity to inspect the lease described herein and is purchasing the same without reliance upon any expressions or representations of the Seller.
- 4. It shall be Purchaser's responsibility and expense to conduct any title examination prior to closing if it deems necessary to identify marketable title to the above described lease. If

AGREEMENT FOR PURCHASE OF OIL AND GAS LEASE

Purchaser has objections to the title, it shall notify the Seller in writing who shall then cure said objections at Seller's expense. If marketable title cannot be obtained on this lease prior to closing, this agreement will become null and void.

- 5. This agreement shall be closed and possession delivered to Seller on December, 20, 2016.
- 6. Purchaser shall have the right to all oil that is in storage tanks on date of closing and thereafter. Seller shall have the right to the entire oil check for the working interest from oil sold prior to date of closing. Seller shall have the electrical meter disconnected or assigned to the Purchaser prior to closing, and shall be responsible for the payment of electricity used prior to closing. Seller shall be responsible for all other expenses incurred on the lease up to date of closing and shall pay for all supplies and labor utilized on behalf of said oil and gas lease up to the date of closing that might form the basis of a mechanic's lien.
- 7. Taxes and assessments due and payable for the calendar year 2015 and all prior years, and a pro rata share of the 2016 taxes and assessments to date of closing, based on the 2015 taxes and assessments, shall be paid by Seller, and all taxes and assessments that may be levied, imposed or become payable after said date shall be assumed and paid by the Purchaser.
- 8. The terms and provisions of this agreement shall extend to and become binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Seller and Purchaser have executed this agreement the day and year first above written.

SELLER:

BLUE TOP ENERGY LLC

By:

David Kahn

Managing Member

PURCHASER:

KEPLEY WELL SERVICES, LLC

By: Mike Kepley

STATE OF KANSAS, COUNTY OF NEOSHO, SS:

BE IT REMEMBERED, that on this 20th day of December 2016, before me, the undersigned, a Notary Public in and for the said county and state, came Anders Almgren on

AGREEMENT FOR PURCHASE OF OIL AND GAS LEASE

behalf of Blue Top Energy, LLC., to me personally known to be the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year last above written.
My appointment expires: June 28, 2017 KRISTI HARVEY Notary Public - State of Kansas My Appt. Expires - 18-2017
STATE OFKANSAS, COUNTY OFNEOSHO, SS:
BE IT REMEMBERED, that on this <u>20th</u> day of December, before me, the undersigned, a Notary Public in and for the said county and state, came Mike Kepley of Kepley Well Services, LLC., to me personally known to be the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.
My appointment expires June 28, 2017 Notary Public Kristi Harvey
KRISTI HARVEY Notary Public - State of Kansas My Appt. Expires 28-2017