

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:	illea 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:				
Saltwater Disposal Well - Permit No.:				
Spot Location: feet from N / S Line feet from E / W Line	SecTwpR E \[W \] Legal Description of Lease:			
Enhanced Recovery Project Permit No.:				
Entire Project: Yes No	County: Production Zone(s):			
Number of Injection Wells **				
Field Name:				
** Side Two Must Be Completed.	Injection Zone(s):			
Surface Pit Permit No.: (API No. if Drill Pit, WO or Haul) Type of Pit: Emergency Burn Settling	feet from N / S Line of Section feet from E / W Line of Section Haul-Off Workover Drilling			
Bott Occupied Livery No.	0.1.10			
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:			
	Signature:			
Acknowledgment of Transfer: The above request for transfer of injection noted, approved and duly recorded in the records of the Kansas Corporation	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation			
Commission records only and does not convey any ownership interest in the				
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 pi			
Permit No.: Recommended action:	permitted by No.:			
Date:	Date:			
Authorized Signature	Authorized Signature			
DISTRICT EPR	PRODUCTION UIC			

Side Two

1352082

Must Be Filed For All Wells

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

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.



1352082

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)
OPERATOR: License #	Well Location:
Name:	
Address 1:	
Address 2:	•
City: State: Zip:+	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
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:	and the second testing and the second section and the second section as a second section as a second section as
City: State: Zip:+	
the KCC with a plat showing the predicted locations of lease roads, ta are preliminary non-binding estimates. The locations may be entered	nodic Protection Borehole Intent), you must supply the surface owners and nk batteries, pipelines, and electrical lines. The locations shown on the plat on 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	Act (House Bill 2032), I have provided the following to the surface clocated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form to being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.
KCC will be required to send this information to the surface of	acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this ss of the surface owner by filling out the top section of this form and e KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handlin form and the associated Form C-1, Form CB-1, Form T-1, or Form CI	ng fee with this form. If the fee is not received with this form, the KSONA-1P-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:

State of Kansas, Linn County, Ks, SS Kristy Schmitz, Register of Deeds Book: 478 Page: 861-866

Receipt #: 78038 Pages Recorded: 6

Recording Fee: \$70.00 Authorized By Things & Shining

Date Recorded: 11/7/2016 11:28:00 AM

ASSIGNMENT OF OIL & GAS LEASE AND BILL OF SALE

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, McGOWN DRILLING, INC., a Kansas corporation; O'NEILL ENERGY, LLC, a Kansas limited liability company; and STRAIGHT RESOURCES, LLC a Texas limited liability company (hereinafter called Assignor) do hereby sell, assign, transfer and set over unto RJ ENERGY, LLC, a Kansas limited liability company, its successors and assigns (hereinafter called Assignee) all of Assignor's right, title and interest in and to the following Oil & Gas Leases covering lands situated in Linn County, Kansas, effective October 1, 2016, to-wit:

First Lease:

LESSOR:

Howard E. Wakefield and Genevieve C.

Wakefield, husband and wife Empire Oil Properties, Inc.

LESSEE:

DATE OF LEASE: May 12, 1981

RECORDED:

On May 21, 1981, in Book OGL-118, at

page 293

LEGAL DSC: In so far as said lease covers the Southeast Quarter (SE%) of Section 26, Township 22 South, Range 21

East of the 6th P.M., Linn County,

Kansas (original lease covers additional

land)

and,

Second Lease:

LESSOR:

Lloyd Mitchell and Betty Mitchell, Trustees of the Mitchell Family Trust

Working Interest, LLC

DATE OF LEASE: October 16, 2011

RECORDED:

On October 19, 2011, in Book 432 at page

63-66

LEGAL DSC: The Northwest Quarter (NW1/4) of Section 24, Township 22 South, Range 21 East of the 6th P.M., Linn County,

Kansas

together with all the rights incident thereto and the personal

Assignment and Bill of Sale McGown Drilling, Inc., et al. to RJ Energy, LLC Page 2

property, fixtures and equipment thereon, appurtenant thereto, or used or obtained in connection therewith.

For the same consideration, Assignor covenants with the Assignee, its successors and assigns, that Assignor is the lawful owner of and has good title to the interest herein assigned in and to said Leases, and all estate and rights therein and to the property, free and clear of all liens, encumbrances or adverse claims; the the said leases are valid and subsisting leases; and that Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim said interest, save and excepting only any overriding royalty interests appearing of record as of the date of this assignment.

Assignee does hereby accept and agree to and shall comply with all express and implied covenants and duties of lessee under said leases and each of them; and does hereby assume and agree to perform all obligations contained in each lease herein assigned and does hereby assume and agree to perform all plugging obligations ordered, directed or adjudicated against Assignor as of, or subsequent to, the effective date hereof. Assignee agrees further to hold harmless and indemnify Assignor for any liability or expense regarding any plugging and abandoning obligation on each said lease.

IN WITNESS WHEREOF, Assignor and Assignee execute this document on the $\frac{29}{2}$ day of October, 2016.

McGown Drilling, Inc.

by McGown, V.P.

Assignor

Straight Resources, LLC

Straight Resources, LLC

by _____

Assignor

O'Neill Energy, LLC

BRENDEN O'NEILL, MANAGING MEMBER ASSIGNOR

RJ Energy, LLC

by Roger Kent

Assignee

Assignment and Bill of Sale McGown Drilling, Inc., et al. to RJ Energy, LLC Page 2-A

property, fixtures and equipment thereon, appurtenant thereto, or used or obtained in connection therewith.

For the same consideration, Assignor covenants with the Assignee, its successors and assigns, that Assignor is the lawful owner of and has good title to the interest herein assigned in and to said Leases, and all estate and rights therein and to the property, free and clear of all liens, encumbrances or adverse claims; the the said leases are valid and subsisting leases; and that Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim said interest, save and excepting only any overriding royalty interests appearing of record as of the date of this assignment.

Assignee does hereby accept and agree to and shall comply with all express and implied covenants and duties of lessee under said leases and each of them; and does hereby assume and agree to perform all obligations contained in each lease herein assigned and does hereby assume and agree to perform all plugging obligations ordered, directed or adjudicated against Assignor as of, or subsequent to, the effective date hereof. Assignee agrees further to hold harmless and indemnify Assignor for any liability or expense regarding any plugging and abandoning obligation on each said lease.

IN WITNESS WHEREOF, Assignor and Assignee execute this document on the 3/67 day of October, 2016.

Assignment and Bill of Sale McGown Drilling, Inc., et al. to RJ Energy, LLC Page 3
STATE OF KANSAS)
COUNTY OF Lina) ss:
SIGNED and ACKNOWLEDGED before me on this 3/5/ day of October, 2016, by Chris M. McGown, as Vice President of McGown Drilling, Inc., a Kansas corporation, for and on behalf of the corporation.
Heith R. Aprox. Notary Public
My appointment expires
NOTARY PUBLIC
STATE OF KANSAS My Appt. Expires 7:23:20 STATE OF KANSAS
COUNTY OF SEDAWICK
SIGNED and ACKNOWLEDGED before me on this 29 day of OCTOBER, 2016, by BRENDED ONETIL as MANAGINE MEASE of O'Neill Energy, LLC, a Kansas limited liability company, for and on behalf of the company.
Office Notary Public
My appointment expires NOTARY PUBLIC - State of Kansas AMY L BROWN My Appt. Expires 1-17-17
STATE OF TEXAS)
COUNTY OF) ss:
SIGNED and ACKNOWLEDGED before me on this day of
of Straight Resources, LLC, a Texas limited liability company, for and on behalf of the company.
Notary Public My appointment expires

Assignment and Bill of Sale McGown Drilling, Inc., et al. to RJ Energy, LLC Page 3-A
STATE OF KANSAS)) ss: COUNTY OF)
SIGNED and ACKNOWLEDGED before me on this day of, 2016, by Chris M. McGown, as Vice President of McGown Drilling, Inc., a Kansas corporation, for and on behalf of the corporation.
Notary Public My appointment expires
STATE OF KANSAS)) ss: COUNTY OF)
SIGNED and ACKNOWLEDGED before me on this day of, 2016, by as
My appointment expires
STATE OF TEXAS) COUNTY OF COOKe) ss:
October , 2016, by Jim Biffle II as President of Straight Resources, LLC, a Texas limited liability company,
for and on behalf of the company. Notary Public
My appointment expires 5-28-20
ROBBIN A. ROSE My Notary ID # 10537163 Expires May 28, 2020

Assignment and Bill of Sale McGown Drilling, Inc., et al. to RJ Energy, LLC Page 4

STATE OF KANSAS)

COUNTY OF ANDERSON)

SIGNED and ACKNOWLEDGED before me on this 4 day of November, 2016, by Roger Kent as an authorized member of RJ Energy, LLC, a Kansas limited liability company, for and on behalf of the company.

Notary Public

My appointment expires 3-8-18

NOTARY PUBLIC - State of Kansas LORAN W. WILSON My Appt. Exp.