

SCANNED

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
March 2010
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 3 **
☐ Gas Lease: No. of Gas Wells _____ **
☐ Gas Gathering System: _____
☐ Saltwater Disposal Well - Permit No.: Warren S W D #2sec 29-13-14W
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: Gorham

**** Side Two Must Be Completed.**

Effective Date of Transfer: May 13, 2011

KS Dept of Revenue Lease No.: N/A Ydt

Lease Name: Atherton West

E/2 of SW/4 Sec. 30 Twp. 13 R. 14 ☐ E ☒ W

Legal Description of Lease: East Half of the SouthWest quarter o f
sec 30-13-14 West

County: Russell

Production Zone(s): Arbuckle and Kansas City

Injection Zone(s): None

Surface Pit Permit No.: None at this time
(API No. if Drill Pit, WO or Haul)

Type of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☐ Drilling OR

Past Operator's License No. New Lease

Past Operator's Name & Address: Kim Oil

Title: _____

Contact Person: _____

Phone: _____

Date: _____

Signature: Oil + Gas Lease
Attached

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AUG 29 2011

New Operator's License No. 7023 ✓

New Operator's Name & Address: Klima Well Service Inc.

PO Box 48

800 Coolidge ST, Great Bend KS 67530

Title: Operator

Contact Person: Dennis Klima

Phone: 620-786-1031 office 620-793-8888

Oil / Gas Purchaser: Klima Well Service

Date: 08/23/11

Signature: Dennis V. Klima

KCC WICHITA

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # None at this time 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 10-27-11 PRODUCTION 10-28-11 UIC 10-28-11
Mail to: Past Operator _____ New Operator _____ District _____

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

051311 Atherton West.pdf

* Lease Name: Atherton West * Location: E/2 SW/4 Sec 30-13-14 W

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* *A separate sheet may be attached if necessary*
5-15-167-05760 is being transferred to Attention East transfer. (SE/4)
 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.

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 # 7023
Name: Klima Well Service INC
Address 1: PO Box 48
Address 2: 800 Coolidge St
City: Great Bend State: KS Zip: 67530 +
Contact Person: Dennis Klima
Phone: (620) 793-8888 Fax: (620) 603-6582
Email Address: klimawellservice1@yahoo.com

Well Location:
E/2 of SW/4 Sec. 30 Twp. 13 S. R. 14 ☐ East ☒ West
County: Russell
Lease Name: Atherton West Well #: 3 wells

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

E8/2 of the SW/4 of sec 30-13-14W

Surface Owner Information:

Name: Edna I. Mai, Trustee
Address 1: 4308 181st St
Address 2: (Indenture of Trust of Edna I. Mai Trust)
City: Russell State: KS Zip: 67665 +

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 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: 08/23/11 Signature of Operator or Agent: Dennis Klima Title: President

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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

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FORM 88 - (PRODUCER'S SPECIAL) (PAID-UP)

63U (Rev. 1993)

OIL AND GAS LEASE

Reorder No.
09-115



Kansas Blue Print
700 S. Broadway PO Box 763
Wichita, KS 67201-0763
316-264-9344 264-5105 fax
www.kbp.com kbp@kbp.com

AGREEMENT, Made and entered into the 10th day of May, 2011
by and between EDNA I. MAI, TRUSTEE, INDENTURE OF TRUST OF EDNA I. MAI

whose mailing address is _____ hereinafter called Lessor (whether one or more),
and K & M PIPE and SUPPLY CO.

_____, hereinafter called Lessee:
Lessor, in consideration of ONE Dollars (\$ 1.00) in hand paid, receipt of which
is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose
of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective
constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures
and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other
products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest,
therein situated in County of RUSSELL State of KANSAS described as follows to-wit:

THE SOUTHWEST QUARTER (SW $\frac{1}{4}$)

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In Section 30, Township 13 SOUTH, Range 14 WEST, and containing 160 KCC WICHITA acres, more or less, and all
accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of 6 Months years from this date (called "primary term"); and as long thereafter
as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved
from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth ($\frac{1}{8}$)
at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth ($\frac{1}{8}$) of the proceeds received by lessee from such sales), for the gas sold, used off the
premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender
as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the
meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term
of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be
found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid
the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs,
executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the
lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations
with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby
surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated,
in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or
Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment
any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the under-
signed lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far
as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the
immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the
conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit
or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and
record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so
pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is
found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the
royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage
placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

Lessee agrees to pay for all damages caused by its operations on this land and to restore
the surface to its original contour as nearly as practicable.

Disposal wells on Sec 30, Township 13 South, Range 14 West, owned by Edna I. Mai,
Indenture of Trust of Edna I. Mai, must have written approval from land owners on
any water disposed from any other leases.

All lease roads must be approved by land owners.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.
Witnesses:

INDENTURE OF TRUST OF EDNA I. MAI

Edna I. Mai, Trustee

EDNA I. MAI, Trustee

SCANNED

Notary Public

My commission expires _____

corporation, on behalf of the corporation.

by _____

The foregoing instrument was acknowledged before me this _____ day of _____

ACKNOWLEDGMENT FOR CORPORATION (K&OKCoNe)

STATE OF _____

COUNTY OF _____

Computer ✓
Numerical _____
Misc. _____



OIL AND GAS LEASE

FROM

No. _____

TO

Date _____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

County _____

STATE OF _____ Kansas

County _____ Russell

This instrument was filed for record on the 13th

day of _____ May _____ 2011

at 3:40 o'clock P. M., and duly recorded

in Book 215 Page 150-151 of

the records of this office.

By _____

When recorded, return to _____ \$12.00

Register of Deeds

Notary Public

My commission expires _____

by _____

The foregoing instrument was acknowledged before me this _____ day of _____

ACKNOWLEDGMENT FOR INDIVIDUAL (K&OKCoNe)

STATE OF _____

COUNTY OF _____

Notary Public

My commission expires _____

by _____

The foregoing instrument was acknowledged before me this _____ day of _____

ACKNOWLEDGMENT FOR INDIVIDUAL (K&OKCoNe)

STATE OF _____

COUNTY OF _____

Notary Public

My commission expires _____

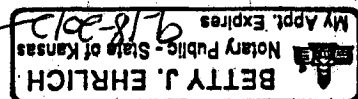
by _____

The foregoing instrument was acknowledged before me this _____ day of _____

ACKNOWLEDGMENT FOR INDIVIDUAL (K&OKCoNe)

STATE OF _____

COUNTY OF _____



Notary Public

My commission expires 9-18-2012

by _____

The foregoing instrument was acknowledged before me this 12 day of May 2011

ACKNOWLEDGMENT FOR INDIVIDUAL (K&OKCoNe)

STATE OF _____

COUNTY OF _____

BOOK 215 PAGE 120

**ASSIGNMENT OF OIL AND GAS LEASES
AND BILL OF SALE**

Computer
Numerical
Misc.

KNOW ALL MEN BY THESE PRESENTS:

THAT K&M PIPE & SUPPLY CO., INC., a corporation existing by virtue of the laws of the State of Kansas, and maintaining its principal place of business at Great Bend, Barton County, KS and doing business as K&M Pipe & Supply Co., hereinafter referred to as the "Assignor", is the owner of the working interest in and to certain oil and gas leases covering real estate in Russell County, KS;

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over unto Impact Global Resources, L.L.C., a limited liability company existing by virtue of the laws of the State of Colorado, hereinafter referred to as the "Assignee", its successors and assigns, one-half of its right, title and working interest (excluding any royalty interest or overriding royalty interest) in and to the hereinafter described oil and gas leases, together with all equipment located thereon and/or appurtenant thereto, or used or obtained in connection therewith, to wit:



(A) a certain oil and gas lease dated the 10th day May, 2011, from Gerald Edward Mai and Stella Mary Mai, trustees of the Gerald Mai Trust Dated June 15, 2000, lessors, to K&M Pipe & Supply Co. as lessee, which is recorded at Book, 215, Page 148-149, in the office of the Register of Deeds of Russell County, KS, insofar as the said lease covers the following described real estate in Russell County, KS, to wit:

State of Kansas, Russell County, ss
This instrument filed for record
July 26, 2011
2:30 P M. Recorded in

Book 215 Page 749-752
Ann Matheson
Register of Deeds
\$20.00

The Southeast Quarter (SE 1/4) of Section Thirty (30),
Township Thirteen (13) South, Range Fourteen (14) West,
Russell County, KS;

BOOK 215 0749

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(B) a certain oil and gas lease dated the 10th day of May, 2011, from Edna I. Mai, trustee, indenture of trust of Edna I. Mai, as lessor, to K&M Pipe & Supply Co., as lessee, which is recorded at Book 215, Page 150-151, in the office of the Register of Deeds of Russell County, KS insofar as the said lease covers the following described real estate in Russell County, KS, to wit:

The Southwest Quarter (SW 1/4) of Section Thirty (30), Township Thirteen (13) South, Range Fourteen (14) West, Russell County, KS.

THE ASSIGNOR, K&M Pipe & Supply Co., Inc., doing business as K&M Pipe & Supply Co., also grants, sells, conveys and transfers unto the Assignees, Impact Global Resources, L.L.C., one-half of the right, title and interest of the Assignor in and to all easements, rights-of-way, saltwater disposal agreements, and any other agreements used or in any way pertaining to the oil and gas leasehold estates transferred herein.

THIS ASSIGNMENT OF OIL AND GAS LEASE and Bill of Sale is executed without any warranty of title, either expressed or implied, without any expressed or implied warranty or representation as to the merchantability of any of the wells and appurtenances or its fitness for any purpose, and without any other expressed or implied warranty or representation whatsoever; it is understood and agreed that the assignee has inspected or had sufficient time to inspect the assigned interest and is satisfied as to its physical and environmental condition, both surface and subsurface, and that the Assignee accepts all of the same in "as is", "where is", conditions; in addition, the Assignor makes no warranty or representation, expressed or implied, as to the accuracy or completeness of any data, information, or material heretofore or hereafter furnished the Assignee in connection with the interest, or as to the quality of quantity of hydrocarbon reserves (if any) attributable to the interest or the ability of the interest to produce hydrocarbons, and any and all such data, information, and other material furnished by the Assignor is being

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AUG 29 2011

KCC WICHITA

provided to the Assignee as a convenience, and any reliance on or use of the same shall be at the sole risk of the Assignee.

THE ASSIGNEE shall assume and be responsible for and comply with all duties and obligations of the Assignor, expressed or implied, arising out of obligations or occurrences with respect to the assigned interest, including, without limitation, those arising under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation, or order of any governmental authority, specifically including, without limitation, any governmental or lessors' request or requirement to plug, re-plug and/or abandon any well of whatsoever type, status, or classification, or take any clean-up or other action, with respect to the assigned interest, including the removal of all structures, wells and foundations, and defend, indemnify, and hold the Assignor harmless from an applicable share of all claims, obligations, and liabilities in connection therewith.

THIS ASSIGNMENT OF OIL AND GAS LEASE and all rights and covenants in connection therewith shall be binding upon the parties hereto, their successors and assigns, and the Assignee is to have and to hold all interest assigned herein in accordance with the terms of the oil and gas leases.

IN WITNESS WHEREOF, this Assignment of Oil and Gas Leases and Bill of Sale has been executed this 26 day of July, 2011.

K&M Pipe & Supply Co, Inc.

By: Farrell D. McAtee
Farrell D. McAtee-President

BOOK 215 PAGE 0751

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AUG 29 2011

KCC WICHITA

Computer
Numerical
Misc.



State of Kansas, Russell County, ss
This instrument filed for record
May 13, 2011
3:40 P M. Recorded in
Book 215 Page 147

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

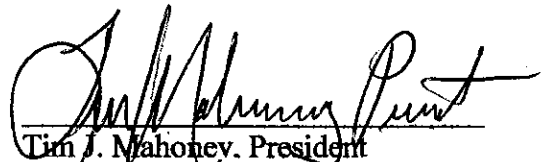
That the undersigned M.I.C., INC., being the owner of a certain oil and gas lease dated May 19, 2008, executed by Gerald Edward Mai and/or Stella Mary Mai, Trustees of the Gerald Mai Trust dated June 15, 2000 covering the following real estate in Russell County, State of Kansas, to-wit:

The Southeast Quarter of Section 30, Township 13 South, Range 14 West

and recorded in book 210 at pages 264-265 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 26th day of April, 2011

M.I.C., Inc.


Tim J. Mahoney, President

STATE OF Kansas)

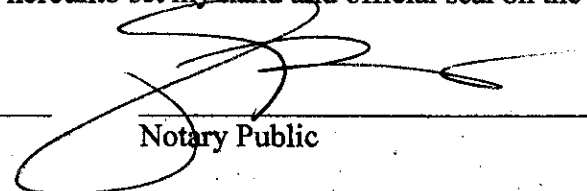
COUNTY OF Sedgwick)

Before me the undersigned, a Notary Public, within and for said County and State, on this 26th day of April, 2011, personally appeared Tim J. Mahoney, President of M.I.C., Inc., personally known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

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

My Commission Expires: 9/21/2013




Notary Public

BOOK 215 PAGE 0147

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AUG 29 2011
KCC WICHITA

Computer ☒
Numerical ☒
Misc. ☐



State of Kansas, Russell County, ss
This instrument filed for record
May 13, 2011

3:40 P M. Recorded in
Book 215 Page 146

RELEASE OF OIL AND GAS LEASE

Sheila Ann Matheson
Register of Deeds
Ronda Karch
Deputy
\$8.00

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned M.I.C., INC., being the owner of a certain oil and gas lease dated May 19, 2008, executed by Edna I. Mai, Trustee, Indenture of Trust of Edna I. Mai Trust covering the following real estate in Russell County, State of Kansas, to-wit:

The Southwest Quarter of Section 30, Township 13 South, Range 14 West

and recorded in book 210 at pages 266-267 of the records of said County and State, insofar as same covers the land above described, does hereby release all its right, title and interest in and to said oil and gas lease.

Executed this 26th day of April, 2011

M.I.C., Inc.

Tim J. Mahoney
Tim J. Mahoney, President

STATE OF Kansas)

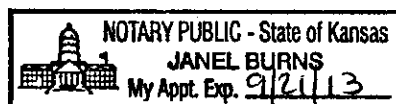
COUNTY OF Sedgwick)

Before me the undersigned, a Notary Public, within and for said County and State, on this 26th day of April, 2011, personally appeared Tim J. Mahoney, President of M.I.C., Inc., personally known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

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

My Commission Expires: 9/21/2013

[Signature]
Notary Public



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AUG 29 2011

BOOK 215 PAGE 0146 KCC WICHITA