

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 \_\_\_\_\_ \*\*
- ☒ Gas Lease: No. of Gas Wells 1 \*\*
- ☐ 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: March 1, 2005KS Dept of Revenue Lease No.: 211899Lease Name: DRISKELNE - NE - NE - SE Sec. 21 Twp. 31 R. 17 ☒ E ☐ WLegal Description of Lease: T 31, R 17 Sec 21: E/2 of SE/4County: MontgomeryProduction Zone(s): PERU

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

Past Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Past Operator's Name &amp; Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Title: Assignment Attached  
Add'l Information on FileSignature: \_\_\_\_\_ **KCC WICHITA**New Operator's License No. 33365 /Contact Person: Victor H. Dyal**MAY 22 2013**New Operator's Name & Address: Layne Energy Operating, LLCPhone: 913-362-0510**RECEIVED**1900 Shawnee Mission ParkwayOil / Gas Purchaser: Old records not availableMission Woods, KS 66205Date: December 1, 2012Title: Manager of EngineeringSignature: Victor H. Dyal

**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 5/28/13 PRODUCTION 6.3.13 UIC 5-29-13  
Mail to: Past Operator \_\_\_\_\_ New Operator \_\_\_\_\_ District \_\_\_\_\_

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

\* Lease Name: DRISKEL

\* Location: 21-31-17E

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\* 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.

**ASSIGNMENT OF OIL AND GAS LEASE(S) AND BILL OF SALE**

**Date:** September 19, 2005

**Assignor:** Colt Natural Gas, L.L.C.  
4350 Shawnee Mission Parkway, Suite 280  
Fairway, Kansas 66205

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**MAY 22 2013**

**Assignee:** Layne Energy Cherryvale, LLC  
1900 Shawnee Mission Parkway  
Mission, Kansas 66205

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For the sum of Ten Dollars (\$10.00) and other consideration, receipt and sufficiency of which are acknowledged, and subject to the reservations, covenants and warranties set forth herein, Assignor does hereby sell, assign, transfer and convey to Assignee and Assignee agrees to assume an undivided 25% working interest, such amounts representing all of Assignor's interest in the following gas interests and lease(s), but not including any orphaned or abandoned wells or the liabilities associated with such orphaned or abandoned wells, insofar:

**AS DESCRIBED IN "EXHIBIT A" ATTACHED HERETO**

subject to any and all items and matters of record, together with the rights and obligations incident thereto, the wells, personal property, equipment and fixtures thereon, appurtenant thereto, or used or obtained in connection therewith, insofar, and only insofar, as said lease(s) cover(s) gas, natural gas liquids, coalbed methane, and gaseous hydrocarbons produced in association with any of the foregoing (but specifically excluding any oil, oil wells and associated equipment and any hydrocarbons produced in association with oil, including, without limitation, casinghead gas and gas cap gas, as produced from a well initially designated as an oil well pursuant to the regulations of the Kansas Corporation Commission). Wells, personal property, equipment and fixtures thereon, if any, are sold, conveyed and transferred "as is" and "where is". Except for the warranty of title set forth below, Assignor makes no warranties, including warranty of merchantability or fitness for a particular purpose, express, implied, or statutory, concerning same.

**REFERENCE TO AGREEMENTS.** This Assignment is made pursuant to that certain Purchase and Sale Agreement dated September 19, 2005, and that certain Cooperative Lease Operations Agreement dated September 19, 2005 executed by Assignor and Assignee. The Purchase and Sale Agreement and Cooperative Lease Operations Agreement contain certain representations, rights, obligations, and agreements between the parties, some of which may survive the delivery of this Assignment, as more particularly provided therein. In the event of a conflict between any of the above stated agreements and this Assignment, the provisions of the particular agreement shall control.

**WARRANTY OF TITLE.** Except as otherwise provided herein, Assignor covenants with Assignee, its successors, legal representatives or assigns, that Assignor is the lawful owner of and has good title to the interest(s) herein assigned, free and clear of liens, encumbrances or adverse claims, and that Assignor will warrant and forever defend same against all persons whomsoever lawfully claiming or to claim said interest.

The provisions hereof shall be binding upon, and inure to the benefit of Assignor and Assignee and their respective heirs, successors, affiliates, legal representatives and assigns.

This assignment is effective the 1st day of March, 2005, notwithstanding the execution, acknowledgment, delivery or recording hereof on a different date.

Colt Natural Gas, L.L.C.

by: Nicholas K. Powell

Nicholas K., President of  
Colt Energy, Inc., Managing Member of  
Colt Natural Gas, L.L.C.

STATE OF Kansas, COUNTY OF Johnson, ss:

This instrument was acknowledged before me on September 19, 2005 by Nicholas K. Powell, President of Colt Energy, Inc., Managing Member of Colt Natural Gas, L.L.C., a Kansas limited liability company.

M. Allen  
Notary Public  
Commission/Appointment Expires: 10/14/2008



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**Exhibit A**  
**Purchase Leases from Colt to Layne**

Lease Number	Current Lessor	Legal Description	County	Twp	Range	Section	Gross Acres	Net Acres
C010102	Barry C. and Barbara S. Beurskens	Montgomery County, Kansas Township 31S, Range 16E Section 21: The South Half of the Northeast Quarter (S1/2 NE 1/4); The Southeast Quarter (SE/4); The Northeast Quarter of the Southwest Quarter (NE/4 SW/4); the South Half of the Southwest Quarter (S/2 SW/4) Except the West 10 acres thereof, and except a tract being 208.71 feet East and West and 208.71 feet North and South and located in the SE corner of the SW/4.	Montgomery	31	16	21	350.00	350.00
C010103	Benny L. Beurskens and Brenda Beurskens	Montgomery County, Kansas Township 31S, Range 16E Section 14: The West Half of the Southeast Quarter (W/2 SE/4) Section 28: The West Half of the Southwest Quarter (W/2 SW/4)	Montgomery	31	16	14, 28	160.00	160.00
C010104A	Edwin A. Bruington and Bessie M. Bruington	Montgomery County, Kansas Township 32, Range 16 Section 15: SW/4; 1/4 interest in NE/4; and SE/4 North of railroad (Note: NE/4 is divided among Bruington children)	Montgomery	32	16	15	390.00	270.00
C010104B	Harold G. Bruington and Arlene E. Bruington	Montgomery County, Kansas Township 32, Range 16 Section 15: 1/4 interest in the NE/4	Montgomery	32	16	15	160.00	40.00
C010104C	Glenn E. Bruington and Lois Bruington	Montgomery County, Kansas Township 32, Range 16 Section 15: 1/4 interest in the NE/4	Montgomery	32	16	15	160.00	40.00
C010104D	Gerald D. Bruington	Montgomery County, Kansas Township 32, Range 16 Section 15: 1/4 interest in the NE/4	Montgomery	32	16	15	160.00	40.00
C010108	Zelda Mae Buckles and C.N. Buckles	Montgomery County, Kansas Township 31S, Range 16E Section 20: All that part of the Southwest Quarter (SW/4) East of Verdigris River except the North Half of the North Half of the Southwest Quarter (N/2 N/2 SW/4); the North Half of the Southeast Quarter (N/2 SE/4), containing 174 acres, more or less; Section 21: The Northwest Quarter of the Southwest Quarter (NW/4 SW/4), containing 40 acres, more or less; Section 29: The North 450 feet of the Northwest Quarter (NW/4) East of the Verdigris River; the South Half (S/2) East of Verdigris River, except the North 100 feet of the East 435.6 feet of the Southeast Quarter (SE/4), containing 301 acres, more or less.	Montgomery	31	16	20, 21, 29	515.00	515.00

Exhibit A

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C010131 A	Swearingen Family Farms, LLC	Montgomery County, Kansas Township 32S Range 16E Section 12: The East Half of the Southwest Quarter (E/2 SW/4), except a tract beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter, running thence North 378.78 feet, thence East 575 feet, thence South 378.78 feet, thence West 575 feet to POB, containing 76 acres, more or less.	Montgomery	32	16	12	76.00	76.00
C010131 B	William A. and Gina L. Roze	Montgomery County, Kansas Township 32S Range 16E Section 13: Part of the North Half of the Northeast Quarter (N/2 NE/4) lying North of the Railroad right-of-way, except the West 1584 feet, containing 30 acres, more or less.	Montgomery	32	16	13	30.00	30.00
C010134	Drum Creek Farms, Inc.	Montgomery County, Kansas Township 32S, Range 16E Section 33: The Southeast Quarter (SE/4). Township 33S, Range 16E Section 1: The West Half of the Southeast Quarter (W/2 SE/4); The South Half of the Southwest Quarter (S/2 SW/4); Section 2: The South Half of the Southeast Quarter (S/2 SE/4); That part of the Southeast Quarter of the Southwest Quarter East (SE/4 SW/4) East of the river and South of Drum Creek; The East 16.25 acres of the Northeast Quarter Southeast Quarter (NE/4 SE/4); Section 4: That part of the Northeast Quarter (NE/4) lying North of the river; Section 11: The North Half of the Northeast Quarter (N/2 NE/4); Section 12: The Northwest Quarter of the Northwest Quarter.	Montgomery	32, 33	16	33, 1, 2, 4, 12	618.00	618.00
C010135	Loren E. Dickens, Jr and Cynthia D. Dickens	Montgomery County, Kansas Township 31 South, Range 17 East Section 7: SE/4	Montgomery	31	17	7	155.00	155.00
X	X	[REDACTED]						
C010138B	Marilyn J. Flanders	Montgomery County, Kansas Township 32 South, Range 17 East Section 7: The North Half of the Southeast Quarter (N/2 SE/4), containing 80 acres.	Montgomery	32	17	7	80.00	80.00
C010139	Jonathon W. Fleming and Vicki L. Fleming	Montgomery County, Kansas Township 31S, Range 17E Section 6: The West 34.69 acres of the East Half of the Northeast Quarter (E/2 NE/4); the Southwest Quarter of the Northeast Quarter (SW/4 NE/4); Lots 2 of the Northeast Quarter (NE/4); Lots 3 and 10 of the Northwest Quarter (NW/4). Wilson County, Kansas Township 30S, Range 16E Section 36: The West Half of the Southeast Quarter (W/2 SE/4) East of Railroad right-of-way, less a tract described as follows: beginning 350 feet East and 30 feet North of the SW corner of said SE/4, thence North 184.5 feet, thence East 313.5 feet, thence South 184.5 feet, thence West to the POB.	Wilson, Montgomery	31, 30	17, 16	6, 36	250.00	250.00

Exhibit A

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