

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.: 226158Lease Name: FRIESS L\_\_\_\_\_ - \_\_\_\_\_ SW - SE Sec. 21 Twp. 30 R. 17 ☒ E ☐ WLegal Description of Lease: T 30 S, R 17 E, Sec 21: The S/2 SE/4County: WilsonProduction Zone(s): MULKY

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 ☐ Drilling

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

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

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

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

Title: Assignment Attached

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

Signature: \_\_\_\_\_

**KCC WICHITA****MAY 22 2013****RECEIVED**Add'l Information On FileNew Operator's License No. 33365 ✓Contact Person: Victor H. DyalNew Operator's Name & Address: Layne Energy Operating, LLCPhone: 913-362-05101900 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: \_\_\_\_\_

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit  
permitted by No.: \_\_\_\_\_.  
Date: \_\_\_\_\_

Authorized Signature

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



Wilson County Register of Deeds  
Books 334 Page: 592  
Receipt #: 16139 Total Fees: \$36.00  
Pages Recorded: 8  
Date Recorded: 9/3/2009 11:02:14 AM  
*Jeresa A. Young*  
ORIGINAL COMPARED WITH RECORD

1346



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

STATE OF KANSAS MONTGOMERY COUNTY  
FILED FOR RECORD  
MARILYN CALHOUN, REGISTER OF DEEDS  
10:36:39 AM, 8/31/2009 Receipt No.: 38017  
ASSIGNMENT \$6.00  
ADDITIONAL PAGES \$14.00  
TECHNOLOGY FUND \$16.00  
BOOK: 585 PAGE: 780

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 100% working interest, such amounts representing all of Assignor's interest in the following oil and gas lease(s), 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 oil, including without limitation, casinghead gas and gas cap gas, as produced from a well 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 Exchange Agreement for Oil and Gas Leases and Related Rights dated September 19, 2005 ("Exchange Agreement"), and executed by Assignor and Assignee and that certain Cooperative Lease Operations Agreement dated September 19, 2005, executed by Assignor and Assignee (Cooperative Lease Operations Agreement"). The Exchange Agreement and Cooperative Lease Operating 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 the above stated agreements and this Assignment, the provisions of the above stated agreements shall control.

→Paul Oakleaf, Atty  
P.O. Box 1212  
Independence, KS. 67301

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**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. Notwithstanding anything herein to the contrary, Assignor disclaims, and Assignee waives, all representations and warranties, (a) as to the physical, operational, or environmental condition of any interests and leases assigned hereunder, (b) as to the oil, gas, and other hydrocarbon operations any such interests or leases, (c) the contracts, overriding royalty interests, the surface agreements or other agreements relating to any such interests or leases, (d) as to any third party consents and approvals required under any instrument comprising part of the such interests, leases, contracts, or surface agreements.

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 1<sup>st</sup> 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. Powell, 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 the 26<sup>th</sup> day of August 2009, by Nicholas K. Powell, President of Colt Energy, Inc., Managing Member of Colt Natural Gas, L.L.C., a Kansas limited liability company.

David P. Bleakley  
David P. Bleakley Notary Public

Commission/Appointment Expires: 9-02-2009



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Exhibit A to Assignment of Oil and Gas Lease(s) and Bill of Sale

Lease Number	LessorName	Lessee	Legal	LeaseDate	Gross Acres	Net Acres	Book/Page
C010102	Barry C. Beurskens and Barbara Beurskens, husband and wife	Colt Natural Gas, LLC	The South Half of the Northeast Quarter (S/2 NE/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 Southeast corner of the Southwest Quarter; all in Section 21, Township 31 South, Range 16 East in Montgomery County Kansas and containing 350.00 acres, more or less.	9/4/2001	350	350	510/538
C010112	Guy A. and/or Dianne M. Holt, husband and wife	Colt Natural Gas, LLC	Montgomery County, Kansas Township 32 South, Range 16 East Section 11: NE/4	11/10/1999	160	160	489/419
C010116	Ray E. Romans and Juanita V. Romans, Trustees of the Ray E. Romans and Juanita V. Romans Living Trust dated 6/23/1985	Colt Natural Gas, LLC	Montgomery County, Kansas Township 32 South, Range 16 East Section 10: S/2 Section 11: NW/4; S/2 Section 12: W/2 W/2 Section 15: NW/4, Except a tract, the South 920.2' of the West 946.7' of the NW/4 and Except the North 808' of the East 808' of the NW/4 NW/4, totaling 1,085.4 acres, more or less	4/23/1998	1085.4	1085.4	491/4
C010127	Florence M. Ferguson, a widow woman	E. B. Sullivan	Montgomery County, Kansas Township 32S, Range 16E Section 2: NW/4 and SE/4	1/6/1955	320	320	58 Oil/95
C010131	William A. Clark, a widower	Colt Energy, Inc.	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, thence North 378.78 feet, thence East 375 feet, thence South 378.78 feet, thence West 575 feet to POB, containing 70 acres, more or less. 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', containing 30 acres more or less.	1/19/1999	108	108	481/160
C010141	Jerry D. & Vickie E. Friess Living Trust, dated February 4, 1994	Colt Natural Gas, LLC	Montgomery County, Kansas Township 31 South, Range 17 East Section 9: The NW/4; and the E/2 of the SW/4; and the NW/4 of the SE/4; and the W/2 of the NE/4; and the NE/4 of the NE/4; and the SE/4 of the NE/4	1/3/2001	440	440	502/414
C010142	Jerry D. & Vickie E. Friess Living Trust, dated February 4, 1994	Colt Natural Gas, LLC	Montgomery County, Kansas Township 31S, Range 17E Section 3: The N/2 of the NW/4, containing 80 acres more or less; Section 10: The N/2 NE/4 & East 544 feet NE/4 NW/4, containing 96 acres more or less; The SW/4 NW/4 & N/2 SE/4 NW/4, containing 80 acres more or less.	4/13/2001	320	320	180/845
C010143	Jerry D. & Vickie E. Friess Living Trust, dated February 4, 1994, Jerry D. Friess and Vickie E. Friess, Trustees	Colt Natural Gas, LLC	Montgomery County, Kansas Township 31S, Range 17E Section 3: The N/2 of the NW/4, containing 80 acres more or less; Section 10: The N/2 NE/4 & East 544 feet NE/4 NW/4, containing 96 acres more or less; The SW/4 NW/4 & N/2 SE/4 NW/4, containing 80 acres more or less.	4/13/2001	238	238	505/370

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