

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:	MUST be submitted with this form.					
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:	Effective Date of Transfer:				
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:	KS Dept of Revenue Lease No.:				
Gas Gathering System:						
Saltwater Disposal Well - Permit No.:						
Spot Location: feet from N /	Legal Description of Lease.	[_]E[_]W				
Enhanced Recovery Project Permit No.:						
Entire Project: Yes No	County:					
Number of Injection Wells **	,					
Field Name:	Production Zone(s):					
** Side Two Must Be Completed.	Injection Zone(s):					
Surface Pit Permit No.: (API No. if Drill Pit, WO or H. Type of Pit: Emergency Burn	feet from N / S Line of Secture feet from E / W Line of Secture Settling Haul-Off Workover Drilling					
Past Operator's License No.	Contact Person:					
Past Operator's Name & Address:		Phone:				
	Date:					
Title:						
New Operator's License No.	Contact Person:					
New Operator's Name & Address:	Phone:					
	Oil / Gas Purchaser:					
	 Date:					
	ansfer of injection authorization, surface pit permit #ansas Corporation Commission. This acknowledgment of transfer pertains to Karship interest in the above injection well(s) or pit permit.					
is a	cknowledged as is a	acknowledged as				
the new operator and may continue to inject fluids a	the new operator of the above named lease containing	g the surface pi				
Permit No.: Recommended action:	permitted by No.:					
Date:	 Date:					
Authorized Signature	Authorized Signat	ure				
DISTRICT EPR	PRODUCTION UIC					





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)	
		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			
		FSL/FNL	FEL/FWL			
		FSL/FNI	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.



Kansas Corporation Commission Oil & Gas Conservation Division

1350328

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:	(Cathodic Protection Borehole Intent)
OPERATOR: License #	Well Location:
Name:	
Address 1:	
Address 2:	·
City: State: Zip:+	
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 to the execution of the e
City: State: Zip:+	
the KCC with a plat showing the predicted locations of lease roads, tale 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.
Select one of the following:	
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 located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form 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 as 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 CF	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, ELLIS COUNTY, SS Rebecca Herzog, Register of Deeds

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Receipt #: 226278
Pages Recorded: 7

Register of Deeds

Recording Fee: \$102.00

Rabicca Harriage

Date Recorded: 6/19/2017 12:31:48 PM

[ELECTRONICALLY FILED]

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

STATE OF	
	KNOW ALL MEN BY THESE
PRESENTS: COUNTIES OF <u>Ellis</u>	
P.O. Box 162 Russell, Vs 67	, whose address is
P.U. Box 162 Russell, Vs 67	7665 (hereinafter referred
to as "Assignor"), for and in consideration of the	sum of Ten Dollars (\$10.00) and other good
and valuable consideration, the receipt and suffici	ency of which is hereby acknowledged, does
hereby GRANT, BARGAIN, SELL, ASSIGN, TRA	
, , , , , , , , , , , , , , , , , , , ,	
AMERICAN OIL, LLC	
2094 260TH AVE	
HAYS, KANSAS 67601	
,	
hereinafter referred to as "Assignee", without warn	ranty of title of any kind, express or implied.

hereinafter referred to as "Assignee", without warranty of title of any kind, express or implied, and subject to the terms and conditions hereinafter set out, all of Assignor's right, title and interest in, to and under (i) the oil and gas leases described in Exhibit "A", attached hereto and made a part hereof, and the oil and gas leasehold estates created thereunder, insofar and only insofar as it covers the lands described in Exhibit "A" hereto, (ii) all real, personal and intangible property rights appurtenant to such lands and leases listed on Exhibit "A", including, without limitation, the following (all of Assignor's right, title and interest described below being hereinafter collectively referred to as the "Interests"):

- a. Leasehold interests in oil, gas or other minerals, including, without limitation, working interests, carried working interests, rights of assignment and reassignment and other interests under or in the oil and gas leases, and interests in rights to explore for and produce oil, gas and other minerals;
- b. Fee interests in oil, gas or other minerals, including, without limitation, rights under mineral deeds, conveyances or assignments;
- c. Royalties, overriding royalties, production payments, rights to take royalties in kind, or other interests in production of oil, gas or other minerals;
- d. Rights and interests in or derived from unit agreements, orders and decisions of state and federal regulatory authorities establishing units, joint operating agreements, enhanced recovery and injection agreements, gas sales contracts, farmout agreements and farmin agreements, options, drilling agreements, exploration agreements, assignments of operating rights, working interests and subleases;
- e. Rights-of-way, easements, servitudes and franchises acquired or used in connection with operations for the exploration and production of oil, gas or other minerals;
- f. Permits and licenses of any nature owned, held or operated in connection with operations for the exploration and production of oil, gas or other minerals, to the extent such permits and licenses are transferable;
- g. Rights and interests in and to the wells, machinery, equipment, fixtures, related inventory and personal property located on and used in connection with the operation of the property described in Exhibit "A" attached hereto ("Equipment").

THIS Assignment, Conveyance and Bill of Sale, hereinafter referred to as "Conveyance" shall be subject to the following terms, conditions or exceptions:

	1.	This	Conveyance	shall	be	effective	as	of	the	1st	day	of
MAY			_, 2017, at 7:0	0 a.m.,	loca	I time ("Eff	ectiv	e Ti	me").		•	
LOT	3894	7				•			,			

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- 2. The Interests herein assigned and conveyed shall be subject to all instruments and agreements through which Assignor derived its title or to which the same are subject.
- 3. To the extent transferable, Assignee shall have the right of full substitution and subrogation in and to any and all rights and actions of warranty which Assignor has or may have with respect to the Interest conveyed hereunder of which Assignor has or may have against any and all preceding owners, vendors or warrantors.
- ASSIGNOR AND ASSIGNEE ACKNOWLEDGE AND AGREE THE INTERESTS ARE TO BE CONVEYED WITHOUT WARRANTY OF TITLE. THE INTERESTS ARE CONVEYED HEREIN BY ASSIGNOR "AS IS, WHERE IS" AND IN THEIR PRESENT CONDITION WITH ALL FAULTS. ASSIGNOR HAS NOT MADE, DOES NOT HEREBY MAKE AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE AS TO, CONCERNING OR WITH RESPECT TO THE INTERESTS, INCLUDING, BUT NOT LIMITED TO (AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING), THE FOLLOWING: (A) ANY GEOLOGICAL, SEISMIC AND OTHER GEOPHYSICAL DATA: THE EXISTENCE OR EXTENT OF OIL, GAS OR MINERAL RESERVES; THE RECOVERABILITY OF OR COST OF RECOVERING ANY SUCH RESERVES; THE VALUE OF SUCH RESERVES; ANY PRODUCT PRICING ASSUMPTIONS; AND THE ABILITY TO SELL OIL OR GAS PRODUCTION AFTER CLOSING; (B) THE NATURES, QUALITY OR CONDITION OF THE INTERESTS INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL OR GEOLOGY OF THE PROPERTY SUBJECT TO THE LEASES; (C) THE EXISTING SOIL CONDITIONS OR OTHER CONDITIONS OF ANY PROPERTY SUBJECT TO THE LEASES; (D) THE INCOME TO BE DERIVED FROM ANY OF THE INTERESTS; (E) THE SUITABILITY FOR ANY AND ALL ACTIVITIES AND USES WHICH ASSIGNEE MAY CONDUCT THEREON OR THEREWITH; (F) THE COMPLIANCE OF THE INTERESTS, OR THEIR OPERATION, WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OR ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (G) THE HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INTERESTS; (H) THE GOOD AND WORKMANLIKE CONSTRUCTION OF THE EQUIPMENT; (I) THE DESIGN OF THE EQUIPMENT; (J) THE NATURE OR QUALITY OF THE CONSTRUCTION, STRUCTURAL DESIGN AND/OR ENGINEERING OF THE EQUIPMENT; (K) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN THE EQUIPMENT; (L) THE COMPOSITION OF THE MATERIALS INCLUDED IN THE EQUIPMENT; OR (M) ANY OTHER MATTER WITH RESPECT TO THE EQUIPMENT. WITHOUT LIMITING ANY OF THE FOREGOING, ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING (i) THE PRESENCE OR ABSENCE FROM THE LANDS COVERED BY THE INTERESTS OF HAZARDOUS SUBSTANCES AND/OR SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS PROMULGATED PURSUANT TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AS AMENDED ("CERCLA"); OR (ii) THE COMPLIANCE OR

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NONCOMPLIANCE OF THE INTERESTS WITH CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL CLEAN AIR ACT (AS ANY OF THE SAME MAY HAVE BEEN AMENDED FROM TIME TO TIME), OR ANY OTHER STATUTE, LAW, ORDINANCE, REGULATION, ORDER OR DECREE RELATING TO ENVIRONMENTAL MATTERS.

- 5. As used in this Paragraph 5, and in the subparagraphs hereunder, "claims" shall include claims, demands, causes of action, liabilities, damages, penalties and judgments of any kind or character arising out of or in any way connected with the Interests and all costs and fees in connection therewith.
- Assignee shall (i) be responsible for any and all claims arising from the production and sale of hydrocarbons from the Interests assigned hereunder, including the accounting or payment to third parties of monies attributable to their interests in such production, insofar as such claims relate to hydrocarbons produced from the Interests and sold after the Effective Time, (ii) at the Effective Time assume and be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the Interests under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority or at common law (specifically including, without limitation, any governmental 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 Interests) and (iii) defend, indemnify and hold Assignor harmless from any and all claims, including, but not limited to, any and all claims in favor of any person or governmental authority for personal injury, death or damage to property or to the environment, or for any other relief, arising directly or indirectly from, or incident to, the use. occupation, operation, maintenance or abandonment of any of the Interests, or conditions of the Interests, whether latent or patent, and whether arising from or contributed to by the negligence in any form of Assignor, its agents, employees or contractors, and asserted against Assignee and/or Assignor after the Effective Time, whether or not any such claims result from conditions, existing, or actions or inactions occurring, at or before the Effective Time.
- b. Assignor shall (i) be responsible for any and all claims arising from the production and sale of hydrocarbons from the Interests assigned hereunder, including the accounting or payment to third parties of monies attributable to their interests in such production, insofar as such claims relate to hydrocarbons produced and sold prior to the Effective Time and (ii) defend, indemnify and hold Assignee harmless from any and all claims asserted against Assignor prior to the Effective Time.

Assignee shall pay and defend and hold Assignor harmless with respect to the payment of all ad valorem taxes on the Interests for the 2015 Tax Period and thereafter, together with any interest or penalty assessed thereon. Regardless of the foregoing, Assignor agrees to reimburse Assignee, upon evidence from Assignee that such taxes have been paid, Assignor's proportionate share of taxes in respect of its ownership of the Interests during the Tax Period.

Assignee shall further defend and hold Assignor harmless with respect to the payment of sales taxes or other taxes in connection with this Assignment, if any, including interest or penalty

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assessed thereon.

All taxes (other than ad valorem and income taxes) which are imposed on or with respect to the production of oil, natural gas or other hydrocarbons or minerals or the receipt of proceeds therefrom (including but not limited to severance, production and excise taxes) shall be apportioned between the parties as follows: (i) Payment or withholding of all such taxes applicable or relating to production sold prior to the Effective Time and filing of all statements, returns and documents pertinent thereto shall be the responsibility of Assignor; and (ii) Payment or withholding of all such taxes applicable or relating to production sold from and after the Effective Time and the filing of all statements, returns, and documents incident thereto shall be the responsibility of Assignee.

Each of the parties hereto shall execute, acknowledge and deliver to the other such further instruments, conveyances, deeds, acquittances, division orders and transfer orders, and take such other actions as may be reasonably necessary to carry out the provisions of this Conveyance. However, Assignee shall assume all responsibility for notifying the purchaser of oil and gas production from the Interests, and such other designated persons who may be responsible for disbursing payments for the purchase of such production, of the change of ownership of the Interests. Assignee shall take all actions necessary to effectuate the transfer of such payments to Assignee as of the Effective Time. Assignor shall have no responsibility or liability for the proper distribution of proceeds from and after the Effective Time.

The terms and conditions contained herein shall constitute covenants running with the land and shall be binding upon the parties hereto, their legal representatives, successors, assigns and heirs.

Assignee joins in the execution hereof for the purpose of being bound by all of the terms, provisions, obligations and covenants herein specified.

TO HAVE AND TO HOLD unto Assignee, its legal representatives, successors, assigns and heirs, in accordance with the terms and provisions hereof.

IN WITNESS WHEREOF, this Conveyance is executed this <u>5TH</u> day of <u>APRIL</u> . 2017, but shall be effective as of the Effective Time, for all purposes.

ASSIGNOR:

Printed Name:

Title:

ASSIGNEE:

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AMERICAN OIL, LLC By: SEE ATTACHED SIGNATURE PAGE Name:____ Title:____ STATE OF Kansas > COUNTY OF Ellis 3 This instrument was acknowledged before me on April 5, 2017 by Curtis

A Courts, as President of MG OL INC, a "S" corporation, on behalf of said corporation. Given under my hand and seal of office this the 5 day of April, 2017. NOTARY PUBLIC - State of Kansas Notary Public in and for the State of Kansas Notary Public in and for the State of Kansas Printed Name LOVI R. CONSULVI My Appt Expires 10.13.2018 Commission Expiration 10.13.2018 (seal) STATE OF _____ NOT USED COUNTY OF This instrument was acknowledged before me on _ corporation, on behalf of said corporation. Given under my hand and seal of office this the day of , 2017. (seal) Notary Public in and for the State of Texas Printed Name_ Commission Expiration

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ASSIGNEE:	American Oil , LLC
ء	By: Jahrane- Name/Title: President
STATE OF KS COUNTY OF EILS	\$ \$ \$
The foregoing instrument The foregoing instrument 2017, by American Oil Lie a Kansas Company, on beh	was acknowledged before me on Zach Patterson, President of malf of said
OEBORAH K. McKUNE NOTARY PUBLIC STATE OF KANSAS My Aop. Exp. 15 - 22 - 17 My Commission Expires:	

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EXHIBIT "A"

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale by and between MG Oil Inc., as Assignor and American Oil, LLC, as Assignee, dated April 5, 2017, Effective May 1, 2017.

Assignor	Assignee	Assignment Date	Lease	Legal Description	Interest	Recording Info
Larette Resources	Marion Counts & Geraldine Counts, Trustees of the Counts Trust, dba M G Oil	3/1/2003	Cora Ann Carmichael	SW/4 Section 9- T11S-R17W and SWD located in SE/4 Section 9- T11S-R17W	60% Non Operated Working Interest	Book 554 Page 101
Steve and Tracy Fellhoelter	Marion Counts & Geraldine Counts, Trustees of the Counts Trust, dba M G Oil, Inc.	2/27/2003	Herbert A. Simpson and Donna Mae Simpson, his wife	SE/4 Section 9- T11S-R17W	60% Non Operated Working Interest	Book 554 Page 871
Fellhoelter Family Revocable Trust No. 1	Marion Counts & Geraldine Counts, Trustees of the Counts Trust, dba M G Oil, Inc.	2/28/2003	Herbert A. Simpson and Donna Mae Simpson, his wife	SE/4 Section 9- T11S-R17W	60% Non Operated Working Interest	Book 554 Page 110

