

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 _____ **
- 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: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

_____ Sec. _____ Twp. _____ R. E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

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 Section

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

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

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 _____ PRODUCTION _____ UIC _____



Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRDL/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)
		<i>Circle</i> FSL/FNL	<i>Circle</i> FEL/FWL		
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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.

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) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # _____
Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____
Contact Person: _____
Phone: (_____) _____ Fax: (_____) _____
Email Address: _____

Well Location:
____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West
County: _____
Lease Name: _____ Well #: _____

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

Surface Owner Information:

Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____

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 must provide the name and address of the surface owner by filling out the top section of this form and 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: _____ Signature of Operator or Agent: _____ Title: _____

PLEASE RETURN TO:
OGAC

ASSIGNMENT, BILL OF SALE AND CONVEYANCE¹ 235 North Loop W, Ste 500
Houston, TX 77008

STATE OF KANSAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF COMANCHE

This ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment") dated effective as of March 1, 2017 at 7:00 a.m. local time with respect to the jurisdiction in which the Properties (as hereinafter defined) are located ("Effective Date"), is from **EXOK, Inc.**, with an address of 6410 North Santa Fe, Oklahoma City, Oklahoma 73116 ("Assignor"), to Stone River Energy LLC

3811 Turtle Creek Blvd, Ste 480
Dallas, TX 75219

For One Dollar (\$1.00) cash in hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, SETS OVER AND DELIVERS unto Assignee, effective as of the Effective Date, the following (collectively the "Properties"):

- (a) 100 % of Assignor's gross and attributable net working interest in the well or wells described in Exhibit "A" attached hereto and made a part hereof.
- (b) 100 % of Assignor's undivided gross and attributable net working interest in the leases, licenses, permits and agreements relating to the lands and the wells described in Exhibit "A" whether developed or undeveloped (the "Lands").

701-51300

- (c) 100 % of Assignor's undivided gross and attributable net working interest in all Hydrocarbons produced from or allocated to the Properties produced and sold after the Effective Date. The term "Hydrocarbons" means and includes oil, gas, casinghead gas, condensate, natural gas liquids and all components of the foregoing.
- (d) 100 % of Assignor's undivided interest in and to all documents, agreements and contracts relating to the Properties or the Lands including, without limitation, leases, operating agreements, oil, gas and condensate purchase and sale agreements, joint venture agreements, farmout agreements, farmin agreements, dry hole agreements, bottom hole agreements, acreage contribution agreements, easements, permits, salt water disposal agreements, surface agreements, unitization or pooling agreements, warranties, covenants, indemnities and representations from third parties.
- (e) 100 % of Assignor's interest in and to all real, personal and mixed, movable, immovable, tangible and intangible property, and all other fixtures and improvements appurtenant to or used in connection with the Properties or the Lands, including, without implied limitation, all wells, fixtures, equipment, claims, rights and causes of action against third parties whether asserted and unasserted or known and unknown.
- (f) 100 % of Assignor's interest and estate in and to or derived under any oil, gas and mineral unitization, pooling and communitization agreements, declarations or orders relating to the Properties or the Lands, and the units, pools or communitized areas, if any, created thereby (including, without limitation, all units, pools or communitized areas formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having or asserting jurisdiction) and all gross and attributable net working interests in any wells within the units, pools or communitized areas associated with the Properties or the Lands.

It is Assignor's intention to convey unto Assignee 100 % of Assignor's gross and net working interest in the properties described in Exhibit A, even though such interests, the lands covered thereby, or the Properties themselves be incorrectly, qualitatively, quantitatively, deficiently, and/or insufficiently described in or omitted

from Exhibit "A". **However, Assignor's royalty and/or overriding royalty interests in the Properties, if any, are specifically reserved unto Assignor and excluded from the purview of this conveyance.**

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns forever; provided however, this Assignment is made subject to the following terms and provisions:

I.

All equipment and other personal property appurtenant to the Lands is transferred subject to normal wear and tear and without warranties of any kind whatsoever, whether expressed or implied, and is sold AS IS AND WITH ALL FAULTS AND DEFECTS BUT FREE AND CLEAR OF ALL LIENS OR ENCUMBRANCES AND WITH NO WARRANTY AS TO MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE. THIS ASSIGNMENT IS MADE AND ACCEPTED WITH WARRANTY OF TITLE, BY, THROUGH AND UNDER ASSIGNOR ONLY, BUT NOT OTHERWISE.

II.

Assignor agrees to defend, indemnify and hold Assignee harmless of any and all debts, expenses, obligations, claims, demands, causes of action, liabilities, gas imbalances, damages, fines, penalties and judgment of any kind or character, whether matured or unmatured, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, known or unknown and all costs and fees (including without limitation, interest, attorneys' fees, costs of experts, court costs and costs of investigation) attributable to the Properties arising or incurred prior to March 1, 2017.

III.

Assignee agrees to defend, indemnify and hold Assignor harmless of any and all debts, expenses, obligations, claims, demands, causes of action, liabilities, gas imbalances, damages, fines, penalties and judgment of any kind or character, whether matured or unmatured, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, known or unknown and all costs and fees (including without limitation, interest, attorneys' fees, costs of experts, court costs and costs of investigation) attributable to the Properties arising or incurred after to March 1, 2017.

IV.

In addition to this Assignment, Assignor shall execute, acknowledge, and deliver to Assignee, without further consideration, any documents or instruments as Assignee may reasonably require, including, without limitation, further assignments or conveyances required by any state or federal authority, deeds, and consents to further evidence the assignment of the Properties by Assignor to Assignee.

V.

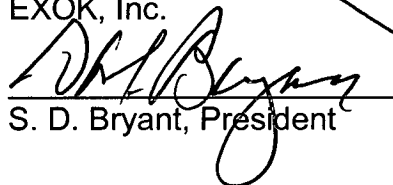
A. The provisions hereof shall be covenants running with the land and shall be binding and inure to the benefit of the parties hereto, their respective successors and assigns.

B. Assignor warrants title against any and all persons claiming or to claim the same or any part, by, through, or under Assignor, but not otherwise.


C. This Assignment is made with full rights of substitution and subrogation of Assignee, to the extent of the interest hereby assigned, in and to all covenants and warranties by others heretofore given or made with respect to the Properties.

EXECUTED this 7th day of March, 2017 but effective March 1, 2017.

ASSIGNOR:
EXOK, Inc.


S. D. Bryant, President

ASSIGNEE: Stone River Energy LLC

By: 
Name: CHRIS MCKENZIE
Title: MEMBER

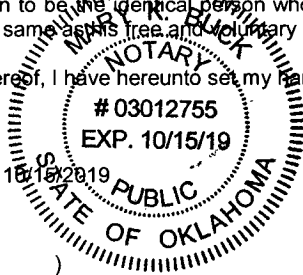
ACKNOWLEDGEMENTS

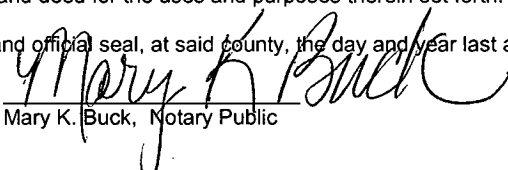
STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss.

Before me, the undersigned, a notary public in and for said State, on this 7th day of March, 2017 personally appeared S.D. Bryant to me known to be the identical person who subscribed his name to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal, at said county, the day and year last above written.

My Commission Expires 10/15/2019




Mary K. Buck, Notary Public

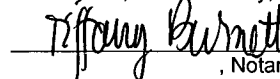
STATE OF Texas)
COUNTY OF Dallas) ss.

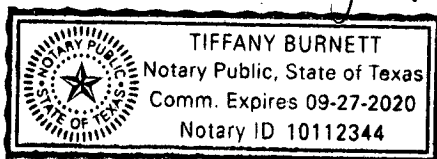
Before me, the undersigned, a notary public in and for said State, on this 30th day of March, 2017 personally appeared Chris McKinzie to me known to be the identical person who subscribed his name to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal, at said county, the day and year last above written.

My Commission Expires

9-27-2020


Tiffany Burnett, Notary Public



Garten & Wagner
Sale No. 901-#51300

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale, effective March 1, 2017, by and between EXOK, Inc., Assignor, and Stone River Energy, LLC, Assignee, covering lands located in Comanche County, State of Kansas.

WELLS:

Operator	Well Name	Location
EXOK, Inc.	Garten 1-31	Section 31-32S-16W
EXOK, Inc.	Wagner	Section 36-32S-17W

LEASES:

Lessor: Jack Lenhart & Bonnie Lenhart, his wife
Lessee: J. Fred Hambright
Lease Date: September 21, 1987
Description: Township 32 South, Range 16 West
Section 29: W/2 SW/4
Section 30: SE/4
Section 32: W/2 NW/4
Book/Page 68/69

Lessor: Robert E. Standish & Tracy Standish, his wife
Lessee: J. Fred Hambright
Lease Date: September 22, 1987
Description: Township 32 South, Range 16 West
Section 29: W/2 SW/4; SE/4; SE/4 SW/4
Section 30: SE/4
Section 32: NW/4
Book/Page 68/71

Lessor: Lonnie D. Garten & Otilia Garten, his wife
Lessee: J. Fred Hambright
Lease Date: September 18, 1987
Description: Township 32 South, Range 16 West
Section 29: W/2 SW/4; SE/4; SE/4 SW/4
Section 30: SE/4
Section 32: NW/4
Book/Page 68/73

Lessor: Robert E. Standish & Tracy Standish, his wife
Lessee: J. Fred Hambright
Lease Date: October 16, 1987

Description: Township 32 South, Range 16 West
Section 31: NE/4; NE/4 NW/4
Section 30: E/2 SW/4
Book/Page 68/221

Lessor: Lonnie D. Garten & Otilia Garten, his wife
Lessee: J. Fred Hambright
Lease Date: October 19, 1987
Description: Township 32 South, Range 16 West
Section 31: NE/4; NE/4 NW/4
Section 30: E/2 SW/4
Book/Page 68/315

Lessor: Jack Lenhart & Bonnie Lenhart, his wife
Lessee: J. Fred Hambright
Lease Date: October 19, 1987
Description: Township 32 South, Range 16 West
Section 30: E/2 SW/4
Section 31: NE/4; NE/4 NW/4
Book/Page 68/383

Lessor: Robert E. Standish & Tracy Standish, his wife
Lessee: J. Fred Hambright
Lease Date: November 4, 1987
Description: Township 32 South, Range 16 West
Section 32: SW/4
Book/Page 68/385

Lessor: Lonnie D. Garten & Otilia Garten, his wife
Lessee: J. Fred Hambright
Lease Date: November 4, 1987
Description: Township 32 South, Range 16 West
Section 32: SW/4
Book/Page 68/317

Lessor: Jack Lenhart & Bonnie Lenhart, his wife
Lessee: J. Fred Hambright
Lease Date: November 4, 1987
Description: Township 32 South, Range 16 West
Section 32: SW/4
Book/Page 68/319

Lessor: John H. Wagner
Lessee: J. Fred Hambright
Lease Date: December 14, 1988
Description: Township 32 South, Range 16 West
Section 31: Lot 2 a/k/a SW/4 NW/4
Book/Page 71/69

Lessor: Donna Kenney, et vir
Lessee: J. Fred Hambright
Lease Date: December 9, 1989
Description: Township 32 South, Range 16 West
Section 31: SE/4 NW/4
Book/Page 73/429

Lessor: Muriel Gregg, et al
Lessee: J. Fred Hambright
Lease Date: December 6, 1989
Description: Township 32 South, Range 16 West
Section 31: SE/4 NW/4
Book/Page 73/405

Lessor: Alberta Callahan, et vir
Lessee: J. Fred Hambright
Lease Date: December 9, 1989
Description: Township 32 South, Range 16 West
Section 31: SE/4 NW/4
Book/Page 73/533

Lessor: Donna Kenney, et vir
Lessee: J. Fred Hambright
Lease Date: December 9, 1989
Description: Township 32 South, Range 17 West
Section 25: W/2 W/2
Book/Page 73/431

Lessor: Muriel Gregg, et al
Lessee: J. Fred Hambright
Lease Date: December 6, 1989
Description: Township 32 South, Range 17 West
Section 25: W/2 W/2
Book/Page 73/407

Lessor: Alberta Callahan, et vir
Lessee: J. Fred Hambright
Lease Date: December 9, 1989
Description: Township 32 South, Range 17 West
Section 25: W/2 W/2
Book/Page 73/535

Lessor: Mary L. Houseworth, et al
Lessee: J. Fred Hambright
Lease Date: December 14, 1988
Description: Township 32 South, Range 16 West
Section 30: Lots 1, 2, 3 & 4 (a/k/a W/2 W/2)

Section 31: Lot 1 (a/k/a NW/4 NW/4)
Township 32 South, Range 17 West
Section 25: E/2; E/2 W/2
Section 36: NE/4
Book/Page 71/63

Lessor: Harold Jerome Wagner
Lessee: J. Fred Hambright
Lease Date: December 14, 1988
Description: Township 32 South, Range 16 West
Section 30: Lots 1, 2, 3 & 4 (a/k/a W/2 W/2)
Section 31: Lots 1 & 2 (a/k/a W/2 NW/4)
Township 32 South, Range 17 West
Section 25: E/2; E/2 W/2
Section 36: NE/4
Book/Page 71/73

Lessor: Anne Marie Spiardi, Gdn
Lessee: J. Fred Hambright
Lease Date: October 31, 1989
Description: Township 32 South, Range 16 West
Section 30: Lots 1, 2, 3 & 4 (a/k/a W/2 W/2)
Section 31: Lot 1 (a/k/a NW/4 NW/4)
Township 32 South, Range 17 West
Section 25: E/2; E/2 W/2
Section 36: NE/4
Book/Page 75/455

END OF EXHIBIT "A"

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF COMANCHE

This ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment") dated effective as of April 1, 2017 at 7:00 a.m. local time with respect to the jurisdiction in which the Properties (as hereinafter defined) are located ("Effective Date"), is from **STONE RIVER ENERGY, LLC**, with an address of 3811 Turtle Creek Blvd., Suite 560, Dallas, Texas 75219 ("Assignor"), to **EVERGLOW ENERGY, LLC**, located at 6908 NW 112th Street, Oklahoma City, OK 73162.

For One Dollar (\$1.00) cash in hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby **GRANTS, BARGINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, SETS OVER AND DELIVERS** unto Assignee, effective as of the Effective Date, the following (collectively the "Properties"):

- (a) 100 % of Assignor's gross and attributable net working interest in the well or wells described in Exhibit "A" attached hereto and made a part hereof.
- (b) 100 % of Assignor's undivided gross and attributable net working interest in the leases, licenses, permits and agreements relating to the lands and the wells described in Exhibit "A" whether developed or undeveloped (the "Lands").
- (c) 100 % of Assignor's undivided gross and attributable net working interest in all Hydrocarbons produced from or allocated to the Properties produced and sold after the Effective Date. The term "Hydrocarbons" means and includes oil, gas, casinghead gas, condensate, natural gas liquids and all components of the foregoing.
- (d) 100 % of Assignor's undivided interest in and to all documents, agreements and contracts relating to the Properties or the Lands including, without limitation, leases, operating agreements, oil, gas and condensate purchase and sale agreements, joint venture agreements, farmout agreements, farmin agreements, dry hole agreements, bottom hole agreements, acreage contribution agreements, easements, permits, salt water disposal agreements, surface agreements, unitization or pooling agreements,

warranties, covenants, indemnities and representations from third parties.

- (e) 100 % of Assignor's interest in and to all real, personal and mixed, movable, immovable, tangible and intangible property, and all other fixtures and improvements appurtenant to or used in connection with the Properties or the Lands, including, without implied limitation, all wells, fixtures, equipment, claims, rights and causes of action against third parties whether asserted and unasserted or known and unknown.
- (f) 100 % of Assignor's interest and estate in and to or derived under any oil, gas and mineral unitization, pooling and communitization agreements, declarations or orders relating to the Properties or the Lands, and the units, pools or communitized areas, if any, created thereby (including, without limitation, all units, pools or communitized areas formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having or asserting jurisdiction) and all gross and attributable net working interests in any wells within the units, pools or communitized areas associated with the Properties or the Lands.

It is Assignor's intention to convey unto Assignee 100 % of Assignor's gross and net working interest in the properties described in Exhibit A, even though such interests, the lands covered thereby, or the Properties themselves be incorrectly, qualitatively, quantitatively, deficiently, and/or insufficiently described in or omitted from Exhibit "A". **However, Assignor's royalty and/or overriding royalty interests in the Properties, if any, are specifically reserved unto Assignor and excluded from the purview of this conveyance.**

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns forever; provided however, this Assignment is made subject to the following terms and provisions:

I.

All equipment and other personal property appurtenant to the Lands is transferred subject to normal wear and tear and without warranties of any kind whatsoever, whether expressed or implied, and is sold AS IS AND WITH ALL FAULTS AND DEFECTS BUT FREE AND CLEAR OF ALL LIENS OR ENCUMBRANCES AND WITH NO WARRANTY AS TO MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE. THIS ASSIGNMENT IS MADE AND ACCEPTED WITH WARRANTY OF TITLE, BY, THROUGH AND UNDER ASSIGNOR ONLY, BUT NOT OTHERWISE.

II.

Assignor agrees to defend, indemnify and hold Assignee harmless of any and all debts, expenses, obligations, claims, demands, causes of action, liabilities, gas imbalances, damages, fines, penalties and judgment of any kind or character, whether matured or unmatured, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, known or unknown and all costs and fees (including without limitation, interest, attorneys' fees, costs of experts, court costs and costs of investigation) attributable to the Properties arising or incurred prior to April 1, 2017.

III.

Assignee agrees to defend, indemnify and hold Assignor harmless of any and all debts, expenses, obligations, claims, demands, causes of action, liabilities, gas imbalances, damages, fines, penalties and judgment of any kind or character, whether matured or unmatured, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, known or unknown and all costs and fees (including without limitation, interest, attorneys' fees, costs of experts, court costs and costs of investigation) attributable to the Properties arising or incurred after to April 1, 2017.

IV.

In addition to this Assignment, Assignor shall execute, acknowledge, and deliver to Assignee, without further consideration, any documents or instruments as Assignee may reasonably require, including, without limitation, further assignments or conveyances required by any state or federal authority, deeds, and consents to further evidence the assignment of the Properties by Assignor to Assignee.


V.

A. The provisions hereof shall be covenants running with the land and shall be binding and inure to the benefit of the parties hereto, their respective successors and assigns.

B. This Assignment is made with full rights of substitution and subrogation of Assignee, to the extent of the interest hereby assigned, in and to all covenants and warranties by others heretofore given or made with respect to the Properties.

EXECUTED this 4th day of April, 2017 but effective April 1, 2017.

ASSIGNOR:
STONE RIVER ENERGY, LLC


Chris McKinzie, Partner

ASSIGNEE:
EVERGLOW ENERGY, LLC


Thomas P. Castelli, Manager

ACKNOWLEDGEMENTS

STATE OF Texas)

ss.

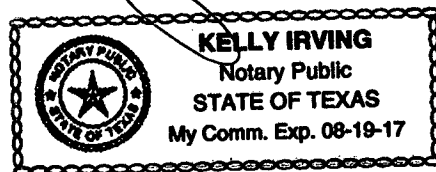
COUNTY OF Tarrant)

Before me, the undersigned, a notary public in and for said State, on this 6 day of April, 2017 personally appeared Chris McKinzie to me known to be the identical person who subscribed his name to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal, at said county, the day and year last above written.

Kelly Irving
Notary Public

My Commission Expires 8-19-17



STATE OF Oklahoma)

ss.

COUNTY OF Oklahoma)

Before me, the undersigned, a notary public in and for said State, on this 12th day of April, 2017 personally appeared Thomas P. Castell to me known to be the identical person who subscribed his name to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal, at said county, the day and year last above written.

Tisha L. Love
Notary Public

My Commission Expires 1/28/20

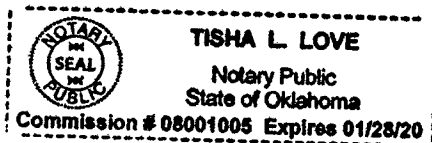


EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale, effective April 1, 2017, by and between STONE RIVER ENERGY, LLC, Assignor, and EVERGLOW ENERGY, LLC, Assignee, covering lands located in Comanche County, State of Kansas.

WELLS:

Operator	Well Name	Location
Castelli Exploration, Inc.	Garten 1-31	Section 31-32S-16W
Castelli Exploration, Inc.	Wagner	Section 36-32S-17W

LEASES:

Lessor:	Jack Lenhart & Bonnie Lenhart, his wife
Lessee:	J. Fred Hambright
Lease Date:	September 21, 1987
Description:	<u>Township 32 South, Range 16 West</u> Section 29: W/2 SW/4 Section 30: SE/4 Section 32: W/2 NW/4
Book/Page	68/69
Lessor:	Robert E. Standish & Tracy Standish, his wife
Lessee:	J. Fred Hambright
Lease Date:	September 22, 1987
Description:	<u>Township 32 South, Range 16 West</u> Section 29: W/2 SW/4; SE/4; SE/4 SW/4 Section 30: SE/4 Section 32: NW/4
Book/Page	68/71
Lessor:	Lonnie D. Garten & Otilia Garten, his wife
Lessee:	J. Fred Hambright
Lease Date:	September 18, 1987
Description:	<u>Township 32 South, Range 16 West</u> Section 29: W/2 SW/4; SE/4; SE/4 SW/4 Section 30: SE/4 Section 32: NW/4
Book/Page	68/73
Lessor:	Robert E. Standish & Tracy Standish, his wife
Lessee:	J. Fred Hambright
Lease Date:	October 16, 1987

Description: Township 32 South, Range 16 West
Section 31: NE/4; NE/4 NW/4
Section 30: E/2 SW/4

Book/Page 68/221

Lessor: Lonnie D. Garten & Otilia Garten, his wife

Lessee: J. Fred Hambright

Lease Date: October 19, 1987

Description: Township 32 South, Range 16 West
Section 31: NE/4; NE/4 NW/4
Section 30: E/2 SW/4

Book/Page 68/315

Lessor: Jack Lenhart & Bonnie Lenhart, his wife

Lessee: J. Fred Hambright

Lease Date: October 19, 1987

Description: Township 32 South, Range 16 West
Section 30: E/2 SW/4
Section 31: NE/4; NE/4 NW/4

Book/Page 68/383

Lessor: Robert E. Standish & Tracy Standish, his wife

Lessee: J. Fred Hambright

Lease Date: November 4, 1987

Description: Township 32 South, Range 16 West
Section 32: SW/4

Book/Page 68/385

Lessor: Lonnie D. Garten & Otilia Garten, his wife

Lessee: J. Fred Hambright

Lease Date: November 4, 1987

Description: Township 32 South, Range 16 West
Section 32: SW/4

Book/Page 68/317

Lessor: Jack Lenhart & Bonnie Lenhart, his wife

Lessee: J. Fred Hambright

Lease Date: November 4, 1987

Description: Township 32 South, Range 16 West
Section 32: SW/4

Book/Page 68/319

Lessor: John H. Wagner

Lessee: J. Fred Hambright

Lease Date: December 14, 1988

Description: Township 32 South, Range 16 West
Section 31: Lot 2 a/k/a SW/4 NW/4

Book/Page 71/69

Lessor: Donna Kenney, et vir
Lessee: J. Fred Hambright
Lease Date: December 9, 1989
Description: Township 32 South, Range 16 West
Section 31: SE/4 NW/4
Book/Page 73/429

Lessor: Muriel Gregg, et al
Lessee: J. Fred Hambright
Lease Date: December 6, 1989
Description: Township 32 South, Range 16 West
Section 31: SE/4 NW/4
Book/Page 73/405

Lessor: Alberta Callahan, et vir
Lessee: J. Fred Hambright
Lease Date: December 9, 1989
Description: Township 32 South, Range 16 West
Section 31: SE/4 NW/4
Book/Page 73/533

Lessor: Donna Kenney, et vir
Lessee: J. Fred Hambright
Lease Date: December 9, 1989
Description: Township 32 South, Range 17 West
Section 25: W/2 W/2
Book/Page 73/431

Lessor: Muriel Gregg, et al
Lessee: J. Fred Hambright
Lease Date: December 6, 1989
Description: Township 32 South, Range 17 West
Section 25: W/2 W/2
Book/Page 73/407

Lessor: Alberta Callahan, et vir
Lessee: J. Fred Hambright
Lease Date: December 9, 1989
Description: Township 32 South, Range 17 West
Section 25: W/2 W/2
Book/Page 73/535

Lessor: Mary L. Houseworth, et al
Lessee: J. Fred Hambright
Lease Date: December 14, 1988
Description: Township 32 South, Range 16 West
Section 30: Lots 1, 2, 3 & 4 (a/k/a W/2 W/2)

Section 31: Lot 1 (a/k/a NW/4 NW/4)
Township 32 South, Range 17 West
Section 25: E/2; E/2 W/2
Section 36: NE/4
Book/Page 71/63

Lessor: Harold Jerome Wagner
Lessee: J. Fred Hambright
Lease Date: December 14, 1988
Description: Township 32 South, Range 16 West
Section 30: Lots 1, 2, 3 & 4 (a/k/a W/2 W/2)
Section 31: Lots 1 & 2 (a/k/a W/2 NW/4)
Township 32 South, Range 17 West
Section 25: E/2; E/2 W/2
Section 36: NE/4
Book/Page 71/73

Lessor: Anne Marie Spiardi, Gdn
Lessee: J. Fred Hambright
Lease Date: October 31, 1989
Description: Township 32 South, Range 16 West
Section 30: Lots 1, 2, 3 & 4 (a/k/a W/2 W/2)
Section 31: Lot 1 (a/k/a NW/4 NW/4)
Township 32 South, Range 17 West
Section 25: E/2; E/2 W/2
Section 36: NE/4
Book/Page 75/455

END OF EXHIBIT "A"

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (“Agreement”) is effective as of September 7, 2016 (“Effective Date”), and is entered into by and between Everglow Energy L.L.C., an Oklahoma limited liability company, (“Everglow”) and Castelli Exploration, Inc., an Oklahoma corporation (“Castelli”). Everglow and Castelli are sometimes referred to collectively as the “Parties” and, individually, as a “Party.”

WITNESSETH:

WHEREAS, Everglow is the owner, lessee and operator of various oil and gas properties in the State of Kansas (the “Properties”), and has historically performed or caused to be performed certain services with respect to the operation of the Properties including all responsibilities and obligations as the lessee and the operator of the Properties; and

WHEREAS, Everglow has determined that it would be beneficial to transfer control of the Properties to Castelli to perform all responsibilities and obligations of lessee and operator of the Properties on behalf of Everglow.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements set forth herein and the mutual benefits to be derived by both Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

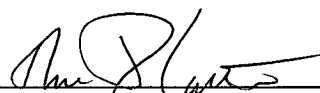
1. Transfer of Operatorship. Pursuant to the terms of this Agreement, Everglow hereby transfers to Castelli, and Castelli accepts such transfer, of all duties and obligations of lessee and the duties and obligations of operator of the Properties. Castelli shall assume all field and administrative operations of the Properties, including without limitation, the accounting, revenue accounting, marketing, lease administration, and well operations of the Properties (the “Services”).
2. Compliance with Laws and Regulations. In discharging its duties hereunder, Castelli shall comply with all valid rules, regulations, and orders of any duly constituted regulatory agency of the state in which the Properties are located, and all other applicable federal, state and local laws, ordinances, rules, regulations, and orders.
3. Billing. Castelli shall bill and invoice Everglow for the actual cost of providing the Services, and Everglow shall pay those bills and invoices within sixty (60) days of receipt.
4. Term. The term (the “Term”) of this Agreement will commence on the Effective Date set forth above and shall continue until terminated by the mutual written agreement of the Parties.
5. Insurance. At any and all times during the Term of this Agreement, Castelli shall maintain, with an insurance company or companies authorized to do business in the State of Kansas, insurance coverages of the kind and in the minimum amounts as generally carried by “Operator” under a form operating agreement.

6. General Provisions.


- 6.1 This Agreement shall inure to the benefit of and shall be binding upon the Parties, their respective successors and assigns.
- 6.2 This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements, whether written or oral, with respect to the Properties and the subject matter hereof. This Agreement may be amended or modified only by written instrument executed by Castelli and Everglow.
- 6.3 The provisions of this Agreement shall be construed in accordance with the laws of the State of Oklahoma, without reference to the conflicts of laws principles thereof.
- 6.4 Any provision in this Agreement that might otherwise be invalid or unenforceable because of the contravention of any applicable law, statute or government regulation shall be deemed to be amended to the extent necessary to remove the cause of such invalidation or unenforceability, and such provision, as amended, shall remain in full force and effect.
- 6.5 Castelli and Everglow shall each act solely as independent contractors, and nothing in this Agreement shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, broker or finder, or joint venturers as between Castelli and Everglow.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

EVERGLOW ENERGY L.L.C., an Oklahoma limited liability company

By: 
Thomas P. Castelli, Manager

CASTELLI EXPLORATION, INC., an Oklahoma corporation

By: 
Thomas P. Castelli, President