

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 subn | nitted with this form. |
|---|--|
| Oil Lease: No. of Oil Wells** | Effective Date of Transfer: |
| Gas Lease: No. of Gas Wells** | KS Dept of Revenue Lease No.: |
| Gas Gathering System: | Lease Name: |
| Saltwater Disposal Well - Permit No.: | |
| Spot Location: feet from N / S Line feet from E / W Line | SecTwp R [_] E [_] W Legal Description of Lease: |
| 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 Haul) Type of Pit: Emergency Burn Settling | feet from N / S Line of Section feet from E / W Line of Section Haul-Off Workover Drilling |
| Past Operator's License No | Contact Person: |
| Past Operator's Name & Address: | Phone: |
| | Date: |
| | |
| Title: | Signature: |
| New Operator's License No | Contact Person: |
| New Operator's Name & Address: | Phone: |
| | Oil / Gas Purchaser: |
| | Date: |
| Title: | Signature: |
| | n authorization, surface pit permit # has beer n Commission. This acknowledgment of transfer pertains to Kansas Corporation e above injection well(s) or pit permit. |
| is acknowledged as | is acknowledged as |
| the new operator and may continue to inject fluids as authorized by | the new operator of the above named lease containing the surface pi |
| Permit No.: Recommended action: | permitted by No.: |
| | |
| Date: | Date: |
| | PRODUCTION UIC |
| DISTRICT EPH | FNODOCTIONUIC |



1359493

Must Be Filed For All Wells

| KDOR Lease | No.: | | _ | | |
|----------------------------|------------------------------|---|-------------------|-----------------------------------|--------------------------------------|
| * Lease Name: ₋ | | | * Location: | | |
| Well No. | API No. (YR DRLD/PRE '67) | Footage from Secti (i.e. FSL = Feet from S | | 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 | | |
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| | | 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

1359493

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: C-1 (Intent) CB-1 (| Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application) |
|---|---|
| OPERATOR: License # | Well Location: |
| Name: | SecTwpS. R 🔲 East 🗌 West |
| Address 1: | County: |
| Address 2: | Lease Name: Well #: |
| City: | If filing a Form T-1 for multiple wells on a lease, enter the legal description of |
| 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: | county, and in the real estate property tax records of the county treasurer. |
| City: | |
| the KCC with a plat showing the predicted locations of lease roads, tank | dic Protection Borehole Intent), you must supply the surface owners and k batteries, pipelines, and electrical lines. The locations shown on the plat n the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted. |
| □ I certify that, pursuant to the Kansas Surface Owner Notice A owner(s) of the land upon which the subject well is or will be ICP-1 that I am filing in connection with this form; 2) if the form form; and 3) my operator name, address, phone number, fax, a □ I have not provided this information to the surface owner(s). I a KCC will be required to send this information to the surface owner | cknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this |
| that I am being charged a \$30.00 handling fee, payable to the I | fee with this form. If the fee is not received with this form, the KSONA-1 |
| I hereby certify that the statements made herein are true and correct to | |
| Date: Signature of Operator or Agent: | Title: |

ASSIGNMENT AND BILL OF SALE

| STATE OF KANSAS | } |
|-----------------|------------------------------------|
| | } KNOW ALL BY THESE PRESENTS THAT: |
| COUNTY OF GOVE | } |

Wynn-Crosby Partners III, Ltd., 15660 North Dallas Parkway, Suite 1175, Dallas, Texas 75248, ("Assignor"), for and in consideration of ONE HUNDRED DOLLARS (\$100.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey unto:

AMERICAN OIL, LLC 2094 260TH AVE HAYS, KANSAS 67601

("Assignee"), without warranty of title of any kind, express or implied and subject to the terms and conditions herein contained, all of Assignor's right, title and interest in and to the following:

- a. the oil, gas and other mineral leases and lands described on Exhibit "A", attached hereto and made a part hereof (the "Lease" or "Leases") and any overriding royalty interest, royalty interest, non-working or carried interest, mineral fee interest, operating rights, surface fee interests and other rights and interest as may be described on Exhibit "A", together with the lands covered thereby or pooled or unitized therewith (the "Lands"), together with (i) all rights with respect to any pooled, communitized or unitized interest by virtue of any Leases and Lands and (ii) all production of oil, gas and associated liquids and other hydrocarbons (the "Hydrocarbons") after the Effective Date (as hereinafter defined) from the Leases and the Lands, and from any such pooled, communitized or unitized interest and allocated to any such Leases or Lands and being collectively referred to as the "Subject Interests" or singularly, a "Subject Interest;"
- b. all easements, rights-of-way, servitudes, surface leases, surface use agreements and other rights or agreements related to the use of the surface and subsurface (the "Surface Agreements"), in each case to the extent used in connection with the operation of the Subject Interests;

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RECORDED

Recording information on signature page

- c. all surface fee interests in the lands described on the attached Exhibit "A";
- d. to the extent assignable or transferable, all permits, licenses, consents, approvals or other similar rights and privileges (the "Permits"), in each case to the extent used in connection with the operation of the Subject Interests;
- e. all equipment, machinery, fixtures, spare parts, inventory and other personal property (including Assignor's leasehold interest therein subject to any necessary consents to assignment) used in connection with the operation of the Subject Interests or in connection with the production, treatment, compression, gathering, transportation, sale or disposal of Hydrocarbons produced from or attributable to the Subjects Interests (the "Equipment"), and any water, byproducts or waste produced therefrom or therewith or otherwise attributable thereto, including all wells (whether producing, shut in or abandoned, and whether for production, produced water injection or disposal, or otherwise) and the interests therein described on Exhibit "B" (the "Wells") together with all of Assignor's interest, if any, within the spacing, producing, proration, federal exploratory, enhanced recovery, or governmentally prescribed unit attended to the described Wells, wellhead equipment, pumps, pumping units, flowlines, gathering systems, pipe, tanks, treatment facilities, injection facilities, disposal facilities, compression facilities and other materials, supplies and buildings used in connection with the Subject Interests and the other matters described in this definition of Assets (the "Facilities");
- f. to the extent assignable, transferable and applicable to the Subject Interests, all contracts, agreements, drilling contracts, equipment leases, rental contracts, production sales and marketing contracts, farmout and farmin agreements, operating agreements, service agreements, unit agreements, gas gathering and transportation agreements and other contracts, agreements and arrangements relating to the Subject Interests and the other matters described in this definition of Assets, and subject to, and in accordance with, any limitations set forth in such agreements (the "Contracts"):
- g. applicable files, records and data relating to the items described in Section 1.01(a) through (e) maintained by Assignor including, without limitation, the following, if and to the extent that such files exist: title documents, including correspondence, records of production and maintenance, revenue, sales, expenses, lease files, land files, well files, division order files, abstracts, title opinions, assignments, reports, property records, contract files, operations files, but excluding from the foregoing those files, records and

data subject to written unaffiliated third party contractual restrictions on disclosure or transfer (the "Records"); and

- h. to the extent monies are held in suspense, all monies held in suspense by Assignor relating to the Wells before the Effective Date for the account of working interest, royalty interest and/or overriding royalty interest owners. Assignee assumes all responsibility for disbursement of all such suspended monies to the proper owners.
- i. all gas imbalances and liabilities associated therewith of the Subject Interests and/or Wells whether the imbalance occurred before or after the Effective Date hereof. Assignee and Assignee's successors and assigns shall indemnify and hold Assignor harmless as to any and all claims of gas imbalances or liabilities incurred in connection therewith occurring before or after the Effective Date of this Assignment and Bill of Sale.
 - j. Paragraphs a. through i. described above are referred to herein as the ("Assets").

Excluded Assets. Notwithstanding the foregoing, the Assets shall not include, and there is excepted, reserved and excluded from the sale, transfer and assignment contemplated hereby the following excluded properties, rights, and interests (collectively, the "Excluded Assets"):

- (a) all trade credits and all accounts, instruments and general intangibles (as such terms are defined in the Uniform Commercial Code as adopted in the affected jurisdiction) attributable to the Assets with respect to any period of time prior to the Effective Date;
 - (b) all rights and interests of Assignor,
 - i. under any policy or agreement of insurance or indemnity,
 - ii. under any bond, or
 - iii. to any insurance or condemnation proceeds or awards arising in each case from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Date;
- (c) all Hydrocarbons produced from or otherwise attributable to the Subject Interests; including, but limited to oil in the tanks, with respect to all periods prior to the Effective Date, together with all proceeds from the sale of such Hydrocarbons, and all tax credits attributable thereto;

- (d) all claims of Assignor for refunds or loss carry forwards with respect to ad valorem, severance, production or any other taxes attributable to any period prior to the Effective Date;
- (e) all amounts due or payable to Assignor as adjustments to insurance premiums related to the Assets with respect to any period prior to the Effective Date;
- (f) all proceeds, income or revenue (and any security or other deposits made) attributable to the Assets for any period prior to the Effective Date;
- (g) all documents and instruments of Assignor that may be protected by an attorneyclient or other privilege;
- (h) data, information, and other property, rights or interests that cannot be disclosed or assigned to Assignee as a result of confidentiality or similar arrangements;
- (i) all audit rights arising under any of the Contracts or otherwise with respect to any period prior to the Effective Date; and
- (j) all corporate, income tax and financial records of Assignor not included in the Records.

Assignee shall (i) be responsible for any and all claims and expenses of operations arising from the production and sale of hydrocarbons from the Assets 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 Assets and sold after the Effective Date, (ii) at the Effective Date assume and be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the Assets 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 Assets) 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 Assets, or conditions of the Assets, 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 Date, whether or not any such claims result from conditions, existing, or actions or inactions occurring, at or before the Effective Date.

Except as to monies held in suspense as noted in the first Paragraph (h) above, Assignor shall (i) be responsible for expenses of operations arising from the production and sale of hydrocarbons from the Assets, 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 Date.

Assignee shall 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 assessed thereon.

All taxes (other than 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 Date 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 Date and the filing of all statements, returns, and documents incident thereto shall be the responsibility of Assignee.

To the extent transferable, Assignor does hereby transfer and convey to Assignee the benefits of and the right to enforce all covenants and warranties which Assignor is entitled to enforce with respect to the Assets, including without limitation, full substitution and subrogation of all prior rights and warranty, and the benefit of and the right to enforce all rights accruing under applicable statutes of limitation or prescription.

TO HAVE AND TO HOLD all and singular such Subject Interests together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever; subject to the following matters:

- (1) All Lessors' royalties, overriding royalties and other burdens, reversionary interests and similar burdens as shown of record:
- (2) All easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations;
- (3) The terms and conditions of the Leases and other agreements affecting the Subject Interests.

<u>Disclaimer</u>. ASSIGNOR AND ASSIGNEE ACKNOWLEDGE AND AGREE THE INTERESTS ARE TO BE CONVEYED WITHOUT WARRANTY OF TITLE. ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNEE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY

EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO (a) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, SECONDARY OR TERTIARY RECOVERY OPPORTUNITIES, DECLINE RATES, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ASSETS, (b) THE ACCURACY, COMPLETENESS OR OR **SIGNIFICANCE** OF ANY INFORMATION, GEOLOGICAL OR GEOPHYSICAL DATA (INCLUDING ANY INTERPRETATIONS OR DERIVATIVES BASED THEREON) OR OTHER MATERIALS (WRITTEN OR ORAL) CONSTITUTING PART OF THE ASSETS, NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, (c) THE CONDITION, INCLUDING, THE ENVIRONMENTAL CONDITION OF THE ASSETS AND (d) THE COMPLIANCE OF ASSIGNOR'S PAST PRACTICES WITH THE TERMS AND PROVISIONS OF ANY AGREEMENT IDENTIFIED ON EXHIBIT A, OR ANY SURFACE AGREEMENT, PERMIT OR CONTRACT OR APPLICABLE LAWS, INCLUDING ENVIRONMENTAL LAWS AND LAWS NOW OR HEREAFTER IN EFFECT, RELATING TO THE PROTECTION OF NATURAL RESOURCES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ASSIGNMENT AND BILL OF SALE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AND ASSIGNEE HEREBY WAIVES, AS TO PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES, BUILDINGS, AND GEOLOGICAL AND GEOPHYSICAL DATA (INCLUDING ANY INTERPRETATIONS OR DERIVATIVES BASED THEREON) CONSTITUTING A PART OF THE ASSETS (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY IMPLIED OR EXPRESS WARRANTY THAT ANY DATA TRANSFERRED PURSUANT HERETO IS NONINFRINGING, (v) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (vi) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (vii) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAWS, AND (viii) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, OR LAWS RELATING TO THE PROTECTION OF THE ENVIRONMENT, HEALTH, SAFETY OR NATURAL RESOURCES OF RELATING TO THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, INCLUDING ASBESTOS CONTAINING MATERIAL, LEAD BASED PAINT OR MERCURY AND ANY OTHER HAZARDOUS SUBSTANCES OR WASTES. IT BEING THE EXPRESS INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE ASSETS, INCLUDING ALL PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND BUILDINGS INCLUDED IN THE ASSETS, SHALL BE CONVEYED TO ASSIGNEE, AND ASSIGNEE SHALL ACCEPT THE SAME, AS IS, WHERE IS, WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR. ASSIGNEE REPRESENTS AND WARRANTS TO ASSIGNOR THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS WITH

RESPECT TO SUCH ASSETS AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAWS (INCLUDING ENVIRONMENTAL LAWS AND LAWS RELATING TO THE PROTECTION OF NATURAL RESOURCES, HEALTH, SAFETY OR ENVIRONMENT) TO BE EFFECTIVE, THE DISCLAIMERS OF THE WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR ALL PURPOSES. ASSIGNEE ACKNOWLEDGES THAT IT HAS BEEN INFORMED THAT OIL AND GAS PRODUCING FORMATIONS CAN CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM"). SCALE FORMATION OR SLUDGE DEPOSITS CAN CONCENTRATE LOW LEVELS OF NORM ON EQUIPMENT AND OTHER ASSETS. THE ASSETS SUBJECT TO THIS ASSIGNMENT AND BILL OF SALE MAY HAVE LEVELS OF NORM ABOVE BACKGROUND LEVELS, AND A HEALTH HAZARD MAY EXIST IN CONNECTION WITH THE ASSETS BY REASON THEREOF, THEREFORE, ASSIGNEE MAY NEED TO AND SHALL FOLLOW SAFETY PROCEDURES WHEN HANDLING THE EQUIPMENT AND OTHER ASSETS.

Assignment. This Assignment and Bill of Sale shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns.

<u>Counterpart Execution</u>. This Assignment and Bill of Sale may be executed in counterparts. If counterparts of this Assignment and Bill of Sale are executed, the signature pages from each counterpart may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment and Bill of Sale, but each counterpart shall be considered an original.

Recording. In addition to filing this Assignment and Bill of Sale of record in the applicable county and state, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein.

Exhibits. Exhibits referred to herein are hereby incorporated in and made a part of this Assignment and Bill of Sale for all purposes by such reference.

IN WITNESS WHEREOF, this instrument is executed the 8 but shall be effective as of April 1 2017 (1) 11500 2017, but shall be effective as of April 1, 2017 (the "Effective Date").

ASSIGNOR:

Wynn-Crosby Partners III, Ltd.

By:

Dan Koontz

Vice President of Land & **Business Development**

ASSIGNEE:

AMERICAN OIL, LLC

LOT 38433

Page 8 of 10

This document has been recorded electronically.
Please see the attached copy to view

the County Recorder's stamp as it now appears in the public record.

Book 200 Page 481-493 Document #

Date 3.31.17
Submitted by Energynet Services, Inc.

ACKNOWLEDGMENT

| STATE OF TEXAS | } | |
|--|---|---|
| COUNTY OF DALLAS | } | |
| BEFORE ME, the undersigned, a I personally appeared Dan Koontz as V Crosby Partners III, Ltd., known to foregoing instrument, and acknowledge consideration therein expressed and in GIVEN UNDER MY HAND AND | me to be the person whose name ged to me that he executed the same the capacity therein stated. | Development of Wynn- e is subscribed to the |
| MY COMMISSION EXPIRES: | | |
| ANGELA ROGENE MANOR Public, State of My Commission Ex August 22, 201 | xpires | This document has been recorded electronically. Please see the attached copy to view the County Recorder's stamp as it are |
| CORPORA | | Book 200 Page 481 - 493 |
| STATE OF Kansas | g | Date 3-31-17 Submitted by Energynet Services, Inc. |
| COUNTY/PARISH OF Ellis | } } | January Hot delivices, Inc |
| Zach Patterson Fresident | | of |
| be the person and officer whose is acknowledged to me that he/she executive expressed and in the capacity therein st | name is subscribed to the forego tuted the same for the purposes and | consideration therein |
| of March, 2017 | AND OFFICIAL SEAL OF OFFICE | E on this $27 + 4$ day |
| MY COMMISSION EXPIRES: DEBORAH I NOTARY STATE OF KANSAS MY APP. EXP | PUBLIC F KANSAS | lic |

ATTORNEY IN FACT ACKNOWLEDGMENT

| STATE OF | } |
|--|--|
| COUNTY/PARISH OF | <pre>} }</pre> |
| | ority, on this day personally appeared , Attorney-in- |
| Fact for | |
| known to me to be the person whose name is sacknowledged to me that he/she executed the same expressed and in the capacity therein stated. | subscribed to the foregoing instrument, and e for the purposes and consideration therein |
| of, 2017. | AL SEAL OF OFFICE on this day |
| MY COMMISSION EXPIRES: | |
| | Notary Public |
| INDIVIDUAL ACKNO | <u>DWLEDGMENT</u> |
| STATE OF | } } |
| COUNTY/PARISH OF |) |
| | rity, on this day personally appeared, known to me to be the person whose |
| name is subscribed to the foregoing instrument, and the same for the purposes and consideration therein | d acknowledged to me that he/she executed |
| GIVEN UNDER MY HAND AND OFFICI of, 2017. | AL SEAL OF OFFICE on this day |
| MY COMMISSION EXPIRES: | |
| _ | Notary Public |



EXHIBIT "A"

Attached and made a part of that certain ASSIGNMENT AND BILL OF SALE between Wynn-Crosby Partners III, Ltd., as Assignor, and AMERICAN OIL, LLC as Assignee,

Effective April 1, 2017

THE LEASES

GOVE COUNTY, KANSAS

| Lessor | Lessee | Date | Book | Page | TWN | TWN RNG | SEC | I agal Daccrintion |
|--|-------------------------|------------|------|------|-----|---------|------|--|
| R. S. Coberly, husband & wife | Robert D. St. John | 01/10/1972 | 037 | 81 | 145 | 28w | | Section 16, 145-28W, Gove County, Kansas: S/2 |
| Kathy Coberly, Trustee of the Gary Ziegenbalg Trust (surf use agmt) | Merit Energy Company | 07/01/2009 | | | 145 | 28W | 16 | Section 16, 145-28W, Gove County, Kansas: SE/4 |
| H. W. Coberly & Joy Coberly, his wife Donald S. Slawson | Donald S. Slawson | 01/16/1975 | 46 | 116 | 145 | 28W | 21 | Section 21, 145-28W, Gove County, Kansas. NE/4 |
| Sharon A. Coberly & Stephen F. Forsyth | James A. Hutchinson | 10/19/1994 | 119 | 629 | 145 | 28W | 21 | Section 21, 145-28W, Gove County, Kansas: NW/4 |
| Craig Coberly & Darlene Coberly | James A. Hutchinson | 10/19/1994 | 119 | 683 | 145 | 28W | 21 | Section 21, 14S-28W, Gove County, Kansas: NW/4 |
| The Jorgenson Family Trust | James A. Hutchinson | 10/19/1994 | 119 | 675 | 145 | 28W | 21 | Section 21, 14S-28W, Gove County, Kansas: NW/4 |
| H. W. Coberly & Joy E. Coberly, his wife | Penquin Petroleum, Inc. | 05/26/1971 | 35 | 515 | 145 | 28W | 21 | Section 21, 145-28W, Gove County, Kansas: NW/4 |
| Sharon A. Coberly & Stephen F. Forsyth | James A. Hutchinson | 10/19/1994 | 119 | 229 | 145 | 28W | 21 | Section 21, 14S-28W, Gove County, Kansas: SE/4 |
| The Jorgenson Family Trust | James A. Hutchinson | 10/19/1994 | 119 | 673 | 145 | 28W | 21 | Section 21, 145-28W, Gove County, Kansas: SE/4 |
| Craig Coberly & Darlene Coberly | James A. Hutchinson | 10/19/1994 | 119 | 681 | 145 | 28W | 21 8 | Section 21, 14S-28W, Gove County, Kansas: SE/4 |
| | | | | | 1 | 1 | 1 | |

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ELECTRONICALLY

| Lessor | Lessee | Date | Book | Page | TWN | RNG | SEC | Book Page TWN RNG SEC Legal Description |
|----------------------------------|-------------------------|------------|------|------|-----|-----|-----|---|
| R. S. Coberly & Grace Coberly, | Robert D. St. John | 01/10/1972 | 037 | 81 | 145 | 28W | 22 | 81 14S 28W 22 Section 22, 145-28W, Gove County, Kansas: NW/4 |
| husband & wife | | | | | | | | |
| Ray G. Beesley & Lora F. Beesley | Penquin Petroleum, Inc. | 05/26/1971 | 35 | 519 | 145 | 28W | 22 | 519 14S 28W 22 Section 22, 14S-28W, Gove County, Kansas: SW/4 |

End of Exhibit "A"

EXHIBIT "B"

Attached and made a part of that certain ASSIGNMENT AND BILL OF SALE between Wynn-Crosby Partners III, Ltd., as Assignor, and

AMERICAN OIL, LLC , as Assignee
Effective April 1, 2017

THE WELLS

| Property/Well Name | State | County | API Number | Location | Working Interest | Revenue Interest |
|------------------------------|-------|--------|------------|----------------|---------------------|---------------------|
| Beesley B-1 | KS | Gove | 3513935203 | Sec 22-14S-28W | 0.95260000 | 0.80230000 |
| Coberly II #1 | KS | Gove | 1506320247 | Sec 22-14S-28W | 0.95260000 | 0.80230000 |
| Coberly II #2 | KS | Gove | 1506320262 | Sec 22-14S-28W | 0.95260000 | 0.80230000 |
| Coberly II #3 | KS | Gove | 1506320268 | Sec 22-14S-28W | 0.95260000 | 0.80230000 |
| Coberly II #4 | KS | Gove | 1506321602 | Sec 22-14S-28W | 0.95260000 | 0.80230000 |
| Coberly JJ #1 | KS | Gove | 1506320252 | Sec 22-14S-28W | 0.95260000 | 0.80230000 |
| Coberly JJ #2 | KS | Gove | 1506320259 | Sec 22-14S-28W | 0.95260000 | 0.80230000 |
| Coberly JJ#3 | KS | Gove | 1506320271 | Sec 22-14S-28W | 0.95260000 | 0.80230000 |
| Coberly T-1 | KS | Gove | 1506320255 | Sec 22-14S-28W | 0.95260000 | 0.80230000 |
| Coberly U-1 | KS | Gove | 1506320260 | Sec 22-14S-28W | 0.95260000 | 0.80230000 |
| Coberly U-3 | KS | Gove | 1506320487 | Sec 22-14S-28W | 0.95260000 | 0.80230000 |
| Missouri Flats NE #13 | KS | Gove | 1506321672 | Sec 22-14S-28W | 0.95260000 | 0.80230000 |
| Missouri Flats WF #14 | KS | Gove | 1506321916 | Sec 22-14S-28W | 0.95460000 | 0.80230000 |
| Missouri Flats WF #15 | KS | Gove | 1506321917 | Sec 22-14S-28W | 0.95260000 | 0.80230000 |
| Missouri Flats WF #16 WSW | KS | Gove | 1506321967 | Sec 22-14S-28W | 0.95260000 | 0.80230000 |

End of Exhibit "B"

AFTER RECORDING, RETURN TO:

ENERGYNET SERVICES, INC.
7201 I-40 West, Suite 319
Amarillo, TX 79106

RECORDED

Recording information on signature page