

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:	
Gas Lease: No. of Gas Wells**	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:		
	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

* 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	<i>Circle</i> 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		
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		FSL/FNL	FEL/FWL		_
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		

A separate sheet may be attached if necessary

KDOR Lease No.: _____

^{*} 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

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 testing and the second and the second and the second second testing and the second testing and testing and the second testing and the second testing and testing at the second
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:

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS §
COUNTY OF ELLSWORTH § KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT AND BILL OF SALE ("Assignment"), dated as of November 1, 2017, but made effective as of the Effective Time, is by and between ZEUS ENERGY PARTNERS, LTD., a Texas limited partnership, whose address is 405 N. Marienfeld, Suite 250, Midland, Texas 79701 ("Assignor"), and SAMUEL GARY JR. & ASSOCIATES, INC., a Colorado Corporation, whose address is 1515 Wynkoop Street, Suite 700, Denver, Colorado 80202 ("Assignee"). Assignor and Assignee may be referred to individually as a "Party" or collectively as the "Parties."

For and in consideration of One Hundred Dollars (\$100), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby SELL, ASSIGN, TRANSFER, CONVEY AND SET OVER unto the Assignee all of Assignor's right, title and interest, whether present, contingent, or reversionary, in and to the following described assets (the "Assets"):

- 1. the undivided working interests and attributable net revenue interests owned by Assignor in and to the oil and gas leasehold estates described in **Exhibit A** (collectively, the "**Leases**"), and the oil, gas, gas liquids and all other hydrocarbons and non-hydrocarbons (collectively, the "**Hydrocarbons**") attributable to or produced from the Leases and the lands covered thereby or the lands pooled, unitized, or communitized therewith (collectively, the "**Lands**"), all fee surface and mineral interests in the Lands, if any, and all contract rights and interests associated with the Leases, Hydrocarbons, and Lands including all other right, title and interest of Assignor in and to the Leases, Hydrocarbons, and Lands;
- by the Assignor in and to the oil, gas, water, monitoring, disposal and injection wells located on the Leases and Lands whether producing, operating, permanently abandoned, shut-in or temporarily abandoned, including the wells described in Exhibit B (collectively, the "Wells"), and the facilities associated or used in connection with the Wells, including production units, flow lines and compression facilities, and all real property, tangible personal property, equipment, fixtures, improvements, permits, rights-of-way, easements and other rights to use the surface used or held for use in connection with the exploration, drilling for, production, gathering, treatment, handling, processing, storing, transporting, sale, or disposal of Hydrocarbons or water produced from the properties and interests described in paragraphs 1. and 2. above, and all equipment installed, or in the process of being installed, (collectively, the "Property") on the Assets;
- 3. the unitization, pooling and communitization agreements, declarations and orders, and the units created thereby and all other such agreements relating to the properties and interests described in paragraphs 1. and 2. above, and to the production of Hydrocarbons, if any, attributable to said Property or interests;
- 4. the 100% Participation Agreements by and between CL&F Resources LP and Zeus Energy Partners, LTD and its affiliate Ares Energy LTD effective as of November 1, 2005 (the "Participation Agreements") and all other agreements, contracts, licenses, permits, seismic permits or options, lease options, franchises and other documents (collectively, the "Assigned Contracts") directly related to the ownership of the Leases, the Wells, the production, the surface rights and the equipment including, without limitation, all joint operating agreements, unit agreements, communitization agreements, pooling agreements, oil or gas production purchase and sale agreements, oil or gas processing and transportation agreements, water or gas handling agreements, options, orders and decisions of state and federal regulatory authorities;
- 5. all seismic, geophysical data and information, 3D seismic filed tapes (to the exent in the Seller's possession or control), processed and reprocessed Seg-Y files acquired pursuant to the terms of the Exploration Agreement or the Participation Agreements including but

not limited to the Meadowlark 3-D, Redtail 3-D, Redtail Extension 3-D, and Falcon 3-D ("Seismic Agreements");

6. all records and files in Assignor's possession directly related to the Assets (collectively, the "*Records*") including, without limitation: (i) leases, assignments, contracts, rights-of-way, surveys, maps, plats, correspondence, and other documents and instruments; (ii) division of interest, suspended funds data, and accounting records (excluding Assignor's state and federal income tax information); (iii) severance, production and property tax records; (iv) well files, logs, operating and maintenance records; (v) geological and engineering data and reports. The Records specifically exclude the Excluded Assets described below.

Notwithstanding anything to the contrary, Assignor hereby expressly LESS AND EXCEPTS and excludes from the Assets and from this Assignment, the following (the "*Excluded Assets*"):

- a) any accounts payable or receivable accruing before the Effective Time;
- b) any documents related to the process of selling the Assets;
- c) all corporate, financial, income tax, and legal (other than title) records of Assignor that relate to Assignor's business generally;
- d) all Hydrocarbons from or attributable to the Assets with respect to all periods prior to the Effective Time, and all net proceeds attributable thereto;
- e) the undivided working interests and attributable net revenue interests owned by the Assignor in and to the oil, gas, water, monitoring, disposal and injection wells located on the Leases and Lands previously plugged;
- f) all claims for refunds of Assignors' Taxes or other costs or expenses borne by Assignor or Assignor's predecessor's in interest and title attributable to periods prior to the Effective Time;
- all documents and instruments of Assignor or any Assignor's Affiliates that are (1) subject to legal privilege (such as the attorney-client privilege or work product doctrine) other than title opinions, or un-Affiliated third-person contractual restrictions on disclosure or transfer, (2) personnel information, (3) income tax information, other than with respect to tax partnerships covering the Assets, and (4) records relating to the sale of the Assets, including proposals, and information relating to litigation and claims retained by Assignor received from and records of negotiations with third persons and economic analyses associated therewith;
- h) Assignor's bonds, permits and licenses or other permits, licenses or authorizations used in the conduct of Assignor's business generally;
- i) any refunds due Assignor by a third party attributable to the Assets with respect to any period of time prior to the Effective Time;
- j) the files, records and data maintained by Assignor and relating to the interests described in paragraphs a) through e); and
- k) all rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses) whether arising before, on, or after the Effective Time to the extent such rights, claims, and causes of action relate to any of the Excluded Assets.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

- 1. <u>Effective Time</u>. The purchase and sale of the Assets shall be effective as of October 1, 2017, at 7:00 a.m. Central Time ("Effective Time") (also referred to herein as "*Effective Date*").
- 2. <u>Subrogation</u>. To the extent permitted by law, Assignee shall be and is subrogated to Assignor's rights in and to all representations, warranties and covenants heretofore given or

made by Assignor's predecessors in title with respect to Assignor's title to the Assets. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by Law, Assignor's benefit of and right to enforce the covenants, representations and warranties, if any, which such Assignor is entitled to enforce with respect to the Assets.

- 3. <u>Warranty.</u> This Assignment is made WITHOUT WARRANTY OF TITLE, EXPRESS OR IMPLIED, EXCEPT that Assignor will warrant title against all persons claiming by, through and under Assignors own acts but not otherwise.
- Notwithstanding anything to the contrary, the Wells and the Equipment are assigned hereunder AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT RECOURSE. EXCEPT AS OTHERWISE SET FORTH IN THIS ASSIGNMENT. ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION, COVENANT OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO THE CONDITION OF THE ASSETS INCLUDING (i) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE; (ii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iii) ANY RIGHTS OF UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION CONSIDERATION OR RETURN OF THE PURCHASE PRICE; (iv) ANY CLAIM BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS OR OTHER VICES, WHETHER KNOWN OR UNKNOWN; (v) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT OR INFRINGEMENT OF ANY OTHER INTELLECTUAL PROPERTY RIGHT; (vi) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT INCLUDING, WITHOUT LIMITATION, NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM") OR ASBESTOS, OR PROTECTION OF THE ENVIRONMENT OR HEALTH; OR (vii) ANY IMPLIED OR EXPRESS WARRANTY REGARDING TITLE TO ANY OF THE PROPERTIES, EXCEPT AS OTHERWISE SET FORTH IN PARAGRAPH 3 ABOVE. IT IS THE EXPRESS INTENTION OF ASSIGNEE AND ASSIGNOR THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS ASSIGNMENT, THE PROPERTIES ARE BEING CONVEYED TO ASSIGNEE "AS IS, WHERE IS" WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR. ASSIGNEE REPRESENTS TO ASSIGNOR THAT AS OF CLOSING, ASSIGNEE WILL HAVE BEEN GIVEN THE OPPORTUNITY TO MAKE OR CAUSE TO BE MADE AND SHALL HAVE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS NECESSARY OR APPROPRIATE. Any covenants or warranties implied by statute or law for the use of the words "sell, " "assign," "transfer," "convey," or other words of grant are hereby expressly waived and disclaimed by the Parties hereto. Assignor and Assignee hereby agree that, to the extent required by applicable law, the disclaimers contained in this Assignment are "conspicuous" for the purposes of such applicable law, rule, regulation or order.
- 5. Additional Disclaimer EXCEPT AS OTHERWISE SET FORTH IN THIS ASSIGNMENT, ASSIGNOR HEREBY EXPRESSLY NEGATES AND DISCLAIMS, AND ASSIGNEE HEREBY WAIVES AND ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE ANY WARRANTY, REPRESENTATION, OR COVENANT, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OR MATERIALITY OF ANY FILES, RECORDS, DATA, INFORMATION, OR MATERIALS (WRITTEN OR ORAL) HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE IN CONNECTION WITH THE ASSETS, OR AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE ASSETS OR THE ABILITY OF THE ASSETS TO PRODUCE HYDROCARBONS. ANY AND ALL SUCH FILES, RECORDS, DATA, INFORMATION, AND OTHER MATERIALS FURNISHED BY ASSIGNOR ARE PROVIDED TO ASSIGNEE AS A CONVENIENCE AND ANY RELIANCE ON OR USE OF THE SAME WILL BE AT ASSIGNEE'S SOLE RISK.
- 6. <u>Further Assurances</u>. Upon request by Assignee hereafter, Assignor agrees to execute, acknowledge and deliver to Assignee, so long as authorized by applicable law to do so, any additional conveyances, instruments, notices, division orders, transfer orders, authorizations, agencies, consents, documents requested by purchasers of productions, agencies of the government

or other parties and to do any other acts and things which may be necessary to effectuate the purposes of this Assignment.

- 7. <u>Environmental Representations</u>. <u>Assignor represents to Assignee that, to the best of Assignor's knowledge:</u>
 - a. Assignor has not entered into any order, writ, decree, judgment, license, permit, variance, waiver, certificate, or other directives of any kind with any governmental authority based on any prior violations of environmental laws that relate to the future use of any of the Assets or that require any remediation;
 - b. the Assets have been operated in compliance in all material respects with applicable environmental laws and all licenses, permits, variances, waivers, and certificates from any governmental authority;
 - c. Assignor has not received any written notice of any claims, demands, suits, investigations, requests for information, orders, or proceedings pending or threatened under environmental law against any Assignor with respect to the Assets or their ownership or operation thereof, which remains unresolved;
 - d. there has been no release of any hazardous substances from the Assets that could reasonably be expected to result in a material liability, losses, or remediation obligation under environmental laws; and
 - e. Except as permitted under applicable laws (including environmental laws), Assignor has not disposed of any hazardous substances generated on the Assets, or used on the Assets, at sites off of the Assets.
- 8. <u>Assumption</u>. Upon execution and delivery of this Assignment, Assignee hereby assumes and agrees to pay, perform and discharge all duties, obligations, risks and liabilities arising in connection with or related to the Assets pursuant to the terms and conditions of the Leases, and the Assigned Contracts, and shall assume and be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the interests conveyed herein, including, without limitation, those arising under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority, specifically including without limitation, any governmental request or requirement to plug and abandon any well of whatsoever type, status or classification, or take any clean-up or other action with respect to the Property and (ii) defend, indemnify and hold Assignor harmless from any and all claims arising in connection therewith in accordance with Paragraph 8 of this Assignment from and after the Effective Date.
- 9. Indemnity. Upon execution and delivery of this Assignment, Assignee shall assume all responsibility for the Assets and agrees and covenants to protect, defend, release, indemnify and save Assignor, its shareholders, directors, officers, employees, agents, successors and assigns harmless from and against any and all costs (including court costs and attorney fees), claims, demands judgments, causes of action and other liability of whatever kind arising out of or incident to all environmental issues arising in relation to said Property, in addition to the plugging, abandonment and location restoration of the Properties regardless of whether that cost, claim, demand, judgment, cause of action or other liability occurred before or after the Effective Date.
 - a. Acceptance of Environmental Condition UPON CLOSING, ASSIGNEE AGREES TO ACCEPT THE ENVIRONMENTAL CONDITION OF THE PROPERTIES, INCLUDING, BUT NOT LIMITED TO COSTS TO CLEAN UP OR REMEDIATE; AND ASSIGNEE HEREBY AGREES TO RELEASE ASSIGNOR FROM ANY AND ALL LIABILITY AND RESPONSIBILITY THEREFORE AND AGREES TO INDEMNIFY, DEFEND, AND HOLD ASSIGNOR HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, FINES, EXPENSES, COSTS, LOSSES, AND LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OR ANY FAILURE TO PROPERLY REMEDIATE THE CONDITION OF THE PROPERTIES BY ASSIGNOR OR THE OPERATOR OF THE PROPERTIES.

ASSIGNEE ACKNOWLEDGES AND AFFIRMS THAT THE PROPERTIES HAVE BEEN UTILIZED FOR THE PURPOSE OF EXPLORATION, PRODUCTION, AND DEVELOPMENT OF OIL AND GAS, AND THAT, AT CLOSING, THE PROPERTIES WILL BE ACQUIRED IN THEIR "AS IS, WHERE IS" ENVIRONMENTAL CONDITION. ASSIGNEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTIES, TO THE EXTENT ASSIGNEE DEEMS NECESSARY OR APPROPRIATE.

- b. NORM Assignee acknowledges that the Properties have been used for exploration, development and production of oil, gas, and water and that there may be petroleum, produced water, wastes, or other materials located on, under, or associated with the Properties. Equipment and sites included in the Properties may contain NORM. NORM may affix or attach itself to the inside of wells, materials, and equipment as scale, or in other forms; the wells, materials, and equipment located on or included in the Properties may contain NORM and other wastes or hazardous substances/materials; and NORM containing material and other wastes or hazardous substances/materials may have been buried, come in contact with the soil, or otherwise been disposed of on or around the Properties. Special procedures may be required for the remediation, removal, transportation, or disposal of wastes, asbestos, hazardous substances/materials, including hydrogen sulfide gas, and NORM from the Properties. From and after the Closing, Assignee will assume a proportionate working interest share of all responsibilities for the control, storage, handling, transporting and disposing of or discharge of all materials, substances and wastes from the Properties (including produced water, hydrogen sulfide gas, drilling fluids, NORM and other wastes), whether present before or after Closing, in a safe and prudent manner and in accordance with all applicable environmental laws;
- c. <u>Indemnification by Assignee</u> Assignee shall defend, indemnify and hold Assignor harmless from any and all claims in favor of any person for personal injury, death or damage to Assets or for any other claims arising directly or indirectly from, or incident to the use, occupation, operation or maintenance of any of the interests conveyed herein, from and after the Effective Date hereof.
- d. Assignee will further indemnify, defend, and hold Assignor, its shareholders, directors, officers, employees, agents, successors, and assigns harmless from and against any and all <u>other</u> claims, demands, suits, causes of action, judgments, losses, damages, liabilities, fines, penalties, and costs (including but not limited to attorney fees and costs of litigation) relating to or affecting the Properties or the Assets from and after the Effective Date of this Assignment.
- 10. <u>Settlement Statement.</u> Assignor shall be responsible for all expenses billed to the joint account under the applicable Operating Agreement prior to the Effective Date including prorated ad valorem taxes. Assignee shall be responsible for all expenses incurred from and after the Effective Date, including prorated ad valorem taxes. Assignor shall be entitled to proceeds from production prior to the Effective Date, and Assignee shall be entitled to proceeds from production from and after the Effective Date.

At least three (3) business days prior to Closing, Assignor will present to Assignee a Settlement Statement identifying any production, proceeds, costs and expenses that have occurred on or after the Effective Date of this Assignment. All adjustments to the purchase price will be based on the best information then available. If not available, Assignor will use reasonable and good faith estimates of the same, which estimates will later be adjusted to take into account actual numbers in connection with the Final Settlement Statement described below.

Assignor and Assignee agree to undertake an accounting related to these items belonging to or being borne by Assignor or Assignee hereunder, with such accounting and all remittances and payments thereunder to be made within ninety (90) days following the final date of the acknowledgments on this Assignment ("Final Settlement Statement").

11. <u>Governmental Forms</u>. Assignor or Assignee may execute separate governmental form assignments of the Assets on officially approved forms, in sufficient counterparts to satisfy

applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.

- 12. <u>Descriptions and Omissions.</u> It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee subject to the reservations and conditions herein contained, all of Assignor's right, title and interest on the Effective Date hereof in and to the Assets, regardless of the omission of any lease or leases, errors in description, any incorrect or misspelled names or any transcribed or incorrect recording references.
- 13. <u>Successors and Assigns</u>. The provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding upon Assignor and Assignee, and their respective successors and assigns.
- 14. <u>Governing Law</u>. To the extent permitted by applicable law, this Assignment and the transactions contemplated hereby shall be construed in accordance with, and governed by, the laws of the State of Texas without reference to the conflict of laws principles thereof that would require the application of the laws of another jurisdiction.
- 15. <u>Exhibits</u>. All exhibits attached hereto are hereby made part hereof and incorporated herein by this reference. References in such exhibits to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located.

[Signature and acknowledgement page follows.]

IN WITNESS WHEREOF, the Assignor and Assignee hereby execute this Assignment and Bill of Sale as of the dates indicated below, but made effective as of the Effective Time.

ASSIGNOR:

ZEUS ENERGY PATNERS, LTD.

BY: ARES ENERGY LTD.

WITNESSES:

Robert L. Dimit, President

WITNESSES:

SAMUEL GARY JR. & ASSOCIATES, INC.

ASSIGNEE:

Craig Ambler, Vice President

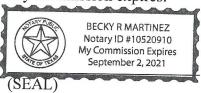
STATE OF TEXAS

COUNTY OF Midland

This instrument was acknowledged before me on this 1st day of November, 2017, by Robert L. Dimit, as President of Ares Energy Ltd., on behalf of said company.

Notary Public in and for the State of Texas

My commission expires:



STATE OF COLORADO

COUNTY OF Denver

This instrument was acknowledged before me on this 1st day of November, 2017, by Craig Ambler, as Vice President of Samuel Gary Jr. & Associates, Inc., a Colorado Corporation, on behalf of said company.

Jammy B. M. Ladden

Notary Public of and for the State of Colorado

My commissing Appenies:

NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID 19974017182

MY COMMISSION EXPIRES SEPTEMBER 22, 2021

(SEAL)

Exhibit A

To that certain Assignment and Bill of Sale Agreement dated effective October 1, 2017 by and between Zeus Energy Partners, Ltd. ("Assignor") and Samuel Gary Jr. & Associates, Inc. ("Assignee").

Ellsworth County, KS

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05 13 3.45700	OF OF OF	THE N/2NW/4 LESS A TRACT COMMENCING AT A POINT ON THE WEST LINE OF SAID QUARTER 1,235 FEET SOUTH OF THE NW/C OF SAID QUARTER, THENCE E PARALLEL WITH THE SOUTH LINE OF SAID QUARTER A DISTANCE OF 962 FEET, THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER A DISTANCE OF 407 FEET, THENCE WEST LINE THEREOF; THENCE SOUTH ALONG QUARTER TO THE WEST LINE OF SAID QUARTER TO THE POINT OF BEGINNING AND LESS A TRACT COMMENCING AT A POINT ON THE WEST LINE OF SAID QUARTER 1,320 FEET SOUTH OF THE NW/C OF SAID QUARTER, THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER A DISTANCE OF 962 FEET, THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER A DISTANCE OF SAID QUARTER A DISTANCE OF SAID QUARTER A DISTANCE OF SAID QUARTER TO THE WEST LINE OF SAID QUARTER TO THE WEST LINE OF SAID QUARTER TO THE WEST LINE OF SAID QUARTER TO THE SOUTH LINE OF SAID QUARTER TO THE WEST LINE OF SAID QUARTER TO THE POINT OF BEGINNING ALL IN SEC 34, T175, R10W CONTAINING 69.14 ACRES, MORE OR 34 LESS	10W	175	6/30/2004		CALVIN R HULLUM JR	MAURICE L DOHRMANN ET UX	حم ح	KS1209B
105	RE 105	A TRACT IN THE N/2NW/4 COMMENCING AT A POINT ON THE WEST LINE OF SAID QUARTER 1,235 FEET SOUTH OF THE NW/C OF SAID QUARTER, THEN E PARALLEL WITH THE SOUTH LINE OF SAID QUARTER A DISTANCE OF 962 FEET THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER A DISTANCE OF 407 FEET, THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER TO THE WEST LINE OF SAID QUARTER TO THE POINT OF BEGINNING AND A TRACT COMMENCING AT A POINT ON THE WEST LINE OF SAID QUARTER 1320 FEET SOUTH OF THE NW/C OF SAID QUARTER, THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER A DISTANCE OF 962 FEET, THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER A DISTANCE OF SAID QUARTER TO THE WEST LINE THEREOF, THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER TO THE WEST LINE THEREOF, THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER TO THE WEST LINE THEREOF, THENCE SOUTH ALONG ALL IN SECTION 34, T175, R10W CONTAINING 10.86 ACRES, MORE 34 OR LESS	10W	175	6/30/2004		CALVIN R HULLUM JR	DOUBLE D HOGS INC A KANSAS	l ,	KS1209A
	10	35 SW/4	10W	175	6/20/2005		בחיאוטרר טאוזו זה. מ אססטר, ווער.	-		
339	10		TOW	2/7	5/25/2005		SAMIJE GARVIR & ASSOCIAC	NANCY J MAES SIMONETTI	1	KS1124C
	10		10W	1/5	5/25/2005	Ellsworth	SAMUEI GARY IR & ASSOC, INC.	CONNIE SCHNEWEIS	1	KS1124B
Book Page Net	Bo		,	,10	70001	Filestonth	SAMUEL GARY IR & ASSOCIATO	LUANN MAES BIRD	-	NSTT24A
			Kng R	nwi	redse Date	County			4	VC117V

Exhibit A

To that certain Assignment and Bill of Sale Agreement dated effective October 1, 2017 by and between Zeus Energy Partners, Ltd. ("Assignor") and Samuel Gary Jr. & Associates, Inc. ("Assignee").

Ellsworth County, KS

Lessee

KS4128		KS4127	KS4111R	KS4103	K53988A		KS3988	KS3987	KS3961	KS3960	KS3959	KS3958	KS3956	KS3942	KS3930 KS3940		KS3918	KS3917	KS1214C	KS1214B
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DONAL D NASH ET UX	TITLE ON THE ON	HENRY D RIIRMEISTER ET LIV	MONDSIAN EARLIS ELOX	CALVIN D CROW ET UX	(PROTECTION LEASE)	ARTHER HEITSCHMIDT ET UX	HEITSCHMIDT TRUST	DONALD BIRCHER ET UX	LARRY SCHROEDER ET AL	WALTER A TRITSCH ET UX	JEAN E BEHNKE ET VIR	DONALD F SCHEPMANN ET UX LARRY SCHROEDER ET AL		LAVEL A HEISCHMIDT	LAVEL A. HEISCHMIDT	ROGER D SCHEPMANN	GII RERT E SCHEDMANN REV			
SAMJUEL GARY JR. & ASSOC, INC.	SAIVIDEL GART JR. & ASSUC, INC.	SAMUEL GARY JR. & ASSOC, INC.	SAIVIUEL GARY JR. & ASSOC, INC.	SAMUEL GARY JR. & ASSOC, INC.	SAMUEL GARY JR. & ASSOC, INC.		SAMUEL GARY JR. & ASSOC, INC.	SAMUEL GARY IR & ASSOC INC	SAMUEL GARY JR. & ASSOC INC.	SAMUEL GARY JR. & ASSOC, INC.	SAWIDEL GART JR. & ASSUC, INC.	SAMILEI GARY IR & ASSOC, INC.	SAMIJEI GARY IR & ASSOC INC	CALVIN R HILLIM IR	Lessee					
10/29/2004	12/8/2004	11/4/2004	11/4/2004	10/29/2004	4/18/2005	-11	9/15/2004	9/15/2004	8/3/2004	8/3/2004	8/3/2004	8/3/2004	7/16/2004	8/13/2004	7/30/2004	7/9/2004	7/9/2004	5/23/2004	6/23/2004	County Lease Date
175	17S	175	175	175	175	1.0	175	175	175	175	176	175	176	176	175	17S	1/5	1/5	17S	Twn
10W	10W	10W	10W	10W	10W	1000	10W	10W	1000	10W	1000	TOW	AOT	WOT	10W	10W	MOL	WOL	10W	Rng
27	35		26	27	26	3/3	1	26		3/	26	97			27	35	35	27	27	Sec
A TRACT OF LAND ESTIMATED TO CONTAIN 10.981 AC M/L, LOCATED IN THE NE/4 OF SEC 27, T-17S R-10W, ELLSWORTH COUNTY, KANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT (592.07') SOUTH AND (55.00') WEST OF THE NE CORNER OF SEC 27, T-17S; R-10W; THENCE ON A BEARING OF SOUTH 00 DEGREES 00 MINUTES 02 SECONDS EAST SETION LINE FOR A DISTANCE OF (709.23) TO A POINT BEING (55.00') WEST OF THE SECTION LINE; THENCE ON A BEARING OF NORTH 86 DEGREES 37 MINUTES 55 SECONDS WEST FOR A DISTANCE OF (830.86') TO A POINT; THENCE OF A BEARING OF NORTH 21 DEGREES 42 MINUTES 57 SECONDS EAST FOR A DISTANCE OF (570.25') TO THE POINT OF BEGINNING, AND BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN JOINT TENANCY WARRANTY DEED, DATED JANUARY 15, 1985, BY AND BETWEEN DONAL SCHEPMANN, ET UX, AS GRANTOR, AND DONALD K NASH, ET UX AS GRANTEE, AND BEING RECORDED IN DEED BOOK 69, PAGE 108, OF THE REGISTER OF DEEDS ELLSWORTH COLUMY KANSAS	E/2NE/4	SE/4	SE/4	A CERTAIN TRACTOR PARCEL OF LAND ESTIMATED TO CONTAIN 10.0 ACRES, M/L IN THE SE/4	S/2NE/4	טן ביזינון ד	S/2NE//	S/2NW/A	V/SINC/S	N/2016/A	N/35V/4	N/201//4	SE/4	N/2SE/4	NE/4 LESS AND EXCEPT 10.0 ACRES, M/L S/2NW/4; E/2SW/4, SE/4 LESS AND EXCEPT 10.0 ACRES, M/L	W/2NW/4, LESS AND EXCEPT 23.24 ACRES, M/L	E/2NW/4	N/2NW/4	N/2NW/4	Legal Description
108	105	105	105	105	106	105	105	105	105	105	105	105	105	105	105	105	105	104	104	Book
	543	457	483	522	131	454	451	581	577	573	569	284	294	585	288	296	300	678	658	Page
	4.00000	4.00000	4 00000	0.50000	0.00000	4.00000	4.00000	4.00000	4.00000	4.00000	4.00000	4.00000	8.00000	4.00000	22.85095	2.83800	4.00000	1.00000	2.00000	Net Acres

Exhibit ATo that certain Assignment and Bill of Sale Agreement dated effective October 1, 2017 by and between Zeus Energy Partners, Ltd. ("Assignor") and Samuel Gary Jr. & Associates, Inc. ("Assignee").

Ellsworth County, KS

N34112	NS4102	KS3957B	K53057A	KS1203		KS1149C	KS1149B	KS1149A	KS4144	KS4129	
-	2 F	<u> </u>		4 12	,	_	1	1	1	1	
WAREIN LST INER IRUST	GEORGE VI OMPS CHARITABL	HARLAN & RITA HAMMAN RE	WANDA L CARSON LIVING I	MAURICE L DOHRMAN ET UX	TO MAKE THE PROPERTY OF THE PR	NANCY I MAES SIMONETTI	LUANN MAES BIRD	CONNIE SCHNEWEIS	ELLEN O BURMEISTER	TONY LEN HEITSCHMIDT ET UX	
SAMUEL GARY JR. & ASSOC, INC.	CALVIN R HULLUM JR	SAIVIOEL GANT IN: & ASSOC, INC.	CAMILEI CABY IB 8 ASSOC, INC.	SAMIJEI GARV IR & ASSOC INC	SAMUEL GARY IR & ASSOC INC.	SAMUEL GARY IR & ASSOC INC	SAMUEL GARYJR. & ASSOC, INC.				
11/19/2004	11/9/2004	8/12/2004	8/12/2004	6/30/2004	5/25/2005	5/05/2005 5/UZ/UZ/05	8/10/2005	9/10/2005	17/9/7004	11/17/2004	
17S	17S	17S	17S	17S	1/5	1/2	175	176	176	175	
10W	10W	10W	10W	10W	10W	TOW	WOT	WOT	AVOT	10W	
25 NV	36 N/:	36 S/2	36 S/2	34 W/	34 E/2			3			
NW/4	N/2SW/4	S/25W/4	S/2SW/4	W/2SW/4 LESS A RECTANGULAR TRACT CONTAINING 8.0 ACS M/L	E/2SW/4	E/25W/4	E/25W/4	5/302//4 F/3NE/4	SONIT; NO	A TRACT OF LAND ESTIMATED TO CONTAIN 23.24 ACRES M/L, LOCATED IN THE NW/4 OF SEC 35, T-17S R-10W, ELLSWORTH COUNTY, KANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID NW/4, THENCE SOUTH ON THE WEST LINE OF SAID NW/4 A DISTANCE 890.70 FEET TO A 1/2" IRON BAR THE POINT OF BEGINNING; THENCE EAST A DISTANCE OF 30.00 FEET TO A 1/2" IRON BAR; THENCE CONTINUE EAST A DISTANCE OF 40.00FEET TO 1/2"IRON BAR; THENCE NORTH A DISTANCE OF 413.00 FEET TO A 1/2" IRON BAR; THENCE SOUTH 18 DEGREES 38 MINUTES 31 SECONDS EAST A DISTANCE OF 151.80 FEETTO A 1/2" IRON BAR; THENCE SOUTH 1 DEGREES 6 MINUTES 50 SECONDS EAST A DISTANCE OF 128.30 FEET TO A 1/2" BIRON BAR, THENCE SOUTH 89 DEGREES 46 MINUTES 30 SECONDS WEST A DISTANCE OF 30.00 FEET TO A 1/2" BAR ON THE HIGHWAY RIGHT-OF-WAY LINE; THENCE CONTINUE ON SAID LINE A DISTANCE OF 30.00 FEET TO A 1/2" BAR ON THE WEST LINE OF SAID NW/4, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING. BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN JOINT TENANCY WARRANTY DEED, DATED AUGUST 9, 2004 BY AND	
105	106	105	105	105	106	106	106	105	105		
519	74	306	303	10	377	463	467	546	525		
8.00000	4.00000	2.00000	2 00000	3 60000	1.33333	1.33333	1.33333	4.00000	1.16200		

Exhibit B

To that certain Assignment and Bill of Sale Agreement dated effective October 1, 2017 by and between Zeus Energy Partners, Ltd. ("Assignor") and Samuel Gary Jr. & Associates, Inc. ("Assignee"). Ellsworth County, KS

	SCHRODER-MAES HUFF 3-34	SCHROEDER-MAES HUFF 1-34 SWD	SCHRUEDER-MAES #U6-34	CC 170 FD 144 FC 170 FO	SCHROEDER-MAES #OF 24	SCHROEDER-MAES #04-34	SCHRUEDER-MAES #03-34		SCHROEDER-MAFS #02-34	COLUMNIAL #OT-04	SCHROFDER_MARS #01_3/	OCHRUER ET AL #1-34	COURDEDED LA VI #4 24	SCHEPPMAN #7-27	3CHEFIVIAININ #3-2/	SCHEDMANNI #E 27	SCHEPMANN #2-27	COLLECTIVITATE ET	SCHEPMANN #1-27	Well Name
	Ellsworth	Ellsworth	Ellsworth	Ellsworth	בווסיייסו כוו	Fllsworth	Ellsworth	FIISMOLTI	Elleworth	Elisworth	Fileman	Ellsworth	110401	Filsworth	Ellsworth	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Ellsworth	Elisworth	Ellewerth-	County
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TO 000 ETT 10-0000	15-053-21176-0000	15-053-21193-0000	15-053-21160-0000	15-053-21162-0000	15-030-21137-0000	15-053-21157 0000	15-053-21156-0000	15-053-21148-0000	15 053 34440 0000	15-053-21143-0000		15-053-21155-0000	0000-T77T7-CC0-CT	15 053 21221 0000	15-053-21194-0000	TO 000 CTTO 0000	15-053-21159-0000	15-053-21154-0000	41 010 04414 0000	API Number
Assignee	Assigned	Assigned	Assignee	Assignee	Assignee	A 55:60:00	Assignee	Assignee		Assignee	19161166	Assignee	Assignee	>	Assignee	Assignee	Assigno	Assignee		Operator
1/3	170	170	17S	17S	1/5	110	178	17S	Hi	178	T/J	179	1/5	410	178	T/2	176	17S		TWP
TOW	TOW	1000	10W	10W	MOT	FOAA	1000	10W	FOAA	10W	TOVV	1000	10W	1000	WOL	MOT	4014	10W	11100	RNA
34	34	2	34	34	34	40	VC	34	1	2/	34	27	27	7.1	77	27		27	OFC.	CEC
SE NE SE	NW NE SE		E2 SE NE	NW NE NE	NW SE NE	INC INC. INC.	NIT 2110/ 217	SE NW NE	MAA OAA ME ME	NIM/ SW/ NIE NIE	DW DE NE		NW SW SE SE	OF INDA DAY DE	CE NIM/ CM/ CE	SW NW SE SE		W2 SE SW SE	Description	
5.00%	5.00%	5.00%	0.00%	2 00%	5.00%	5.00%	0.00%	E 000/	5.00%		5.00%	0.00,0	5 00%	5.00%	0.0070	5.00%	5.00%	E 000/	S	
4.063%	N/A	4.063%	4.005%	70C30 N	4.063%	4.063%	4.003%	10C70V	4.063%		4.063%	4.000.70	70 DK 30/	4.063%	7.000/0	4 063%	4.063%	10000	Z R	