KOLAR Document ID: 1371002

### 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:	illea 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	SecTwpR E W Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells **	Production Zone(s):
Field Name:	
** 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
Bott Occupied Livery No.	0.1.10
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:
	Signature:
Acknowledgment of Transfer: The above request for transfer of injection noted, approved and duly recorded in the records of the Kansas Corporation	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation
Commission records only and does not convey any ownership interest in the	
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:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC

KOLAR Document ID: 1371002

#### Side Two

#### 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	on Line	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		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL		
		FSL/FNL	FEL/FWL		

A separate sheet may be attached if necessary

<sup>\*</sup> 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.

KOLAR Document ID: 1371002

#### 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: C-1 (Intent) CB	<b>3-1</b> (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	· — — —
Address 1:	
Address 2:	
City: State: Zip:+	the least helping
Contact Person:	
Phone: ( ) Fax: ( )	_
Email Address:	_
Surface Owner Information:	
Name:	
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:	the state of the s
City: State: Zip:+	_
	tank batteries, pipelines, and electrical lines. The locations shown on the plated on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
owner(s) of the land upon which the subject well is or will be	ce Act (House Bill 2032), I have provided the following to the surface be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form rm being filed is a Form C-1 or Form CB-1, the plat(s) required by this ex, and email address.
KCC will be required to send this information to the surface	I acknowledge that, because I have not provided this information, the e owner(s). To mitigate the additional cost of the KCC performing this ress of the surface owner by filling out the top section of this form and he KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handl form and the associated Form C-1, Form CB-1, Form T-1, or Form C	lling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.
I hereby certify that the statements made herein are true and correct	ct 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 RICE §

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"):

- 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 <a href="Exhibit B">Exhibit B</a> (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 Joint Exploration Agreement by and between Samuel Gary Jr. & Associates, Inc. and CL&F Resources LP dated April 6, 2006 and effective as of November 1, 2005 (the "Exploration Agreement"), the 100% and 50% 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.
- Disclaimer. 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 ASSIGNEE 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 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.

**ASSIGNEE:** 

Robert L. Dimit, President

**WITNESSES:** 

Craig Ambler, Vice President

SAMUEL GARY JR. & ASSOCIATES, INC.

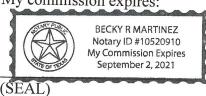
**ACKNOWLEDGMENTS** 

SIGNATURE AND ACKNOWLEDGMENT PAGES TO ASSIGNMENT AND BILL OF SALE

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.

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. Mc Jadolen

Notary Publican and for the State of Colorado

My commission expires:

TAMMY B. MCFADDEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974017182
(STATE)ON EXPIRES SEPTEMBER 22, 2021

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").

Rice County, KS

Charles Laccor

Lessee

893     8.000000       885     4.000000       888     4.000000       889     4.000000       883     16.000000       883     0.000000       881     8.000000       891     4.000000       887     4.000000	135 891 135 887	2/26/2003 18S 9W 17 NE/4 3/19/2003 18S 9W 21 NE/4		MILLAR B. WHITE, JR Rice	HOWARD M BEHNKE ET UX	12 1	KS3015
		18S   9W   17   NE/4			LOWARD A DELINIOR OF OX	2	K53015
						- Hardward	
		18S 9W 17 NE/4		MILLAR B. WHITE, JR Rice	I ABBY B COURDING THE IX	<b>-</b>	KS3011B
		18S 9W 16 NE/4			HARVEY D HARTS ET LIV TR	1	KS3011A
		18S 9W 16 SW/4			ARLEN W JANSSEN ET AI	1	KS3009
	135 88	9W 16 SE/4				2	
	+	18S 9W 16 NW/4		D S	GEORGE HAGER ET UX	1	KS3008
		185 9W 16 NW/4			HARVEY D HARTS ET UX TR	1	KS3007B
		185 OW 9 SW/4			LARRY R SCHROEDER ET UX	1	KS3007A
	135 87	18C 0W 0 3/2NW/4			JEAN E BEHNKE ET VIR	1	KS3005
	140 882	185 QW 8 5/20VA//4			LYLE B ANDERSON ET UX	בן	KS3003
		3 EC/A (40.22), LOT 2 (40.10), AND 5/2NE/4			BUEFORD D CARTER TRUSTE	1	KS3001
	140 875	185 OW 3 LOT 1 (40.22), LOT 2 (40.10), AND \$/2NE/4			SHIRLEY JUNE GLASGOW E	1-2	K\$3000B
590 8.0000	137 59		Rice 6/16 Rice 6/4	CALVIN R HULLUM JR RI MILLAR B. WHITE, JR RI	B J FRAZIER LEON M JANZEN ET UX	12 12	KS3000A
	137 4	744					757756
463 8.000		18S 9W 8			PATRICIA & SCOT ROLFS C	1	KS1135
	137 2	185 OW 5			SCOTLAND FARMS INC	1	KS1133
		18C OW 3				1	KS1131
	140 4	OW S			BUEFORD DEAN CARTER, TR	1	KS1129
		18S 9W 5	Rice 4/18		PAULINE E JOHANNSEN	1	KS1076B
		TOS SW			CHARLOTTE D PLOOG	1	KS1076A
	140 1	185 OW 24		200	HBP EUGENE BOLDT ET UX	1	KS4195
		105 10W 23			HBP BEHNKE REVOCABLE TRUST	1	KS4136
		3 0			HBP DAVID A WEIHE REVOCABLE TRUST	1	KS4134
96 2.000		186 10W 24			HBP WAYNE L BEHNKE TRUST ET AL	1	KS4126
		100 100 24			HBP CHARLES R ROELFS ET UX	1	KS4124
	145 9	4 4			HBP ANTHONY S KAISER TRUSTEE	1	KS4114
		185 10W 19	Rice 1/29		HBP HOELSCHER FARMS INC	1	KS3105
1		18S 9W 19	_		HBP MATTHAEI FAMILY REVOC TRUST	ב	KS2808
	142 4	195 DW 5			HBP EUGENE BOLDT ET UX	Ъ	KS1708
		195 10W 5			HBP PATRICIA A HINOJOS	1	KS1699B
		100 JOH 1/	0	ASSOCIATES INC	HBP MICHAEL C MOONEY ET AL	1	KS1699A
	141	195 DW 5	,		HBP MARK N BENEKE ET UX	1	KS1647
	141	10° 10W 50			HBP MITCHELL HADDON	1	KS1498
962 0.577	156	4	Rice 10/2	SAMUEL GARY JR & ASSOCIATES INC		1	KS1481
					UND JUDY PORTER ET VIR	1	KS1459
		11/21/2005 18S 10W 34 SE	KICE 11/2	SHINGEE GAIN I SIN & ASSOCIATES INC			
	-	185				1	KS1454B
		19S 10W 5				1	KS1454A
-	1	195 10W 30		SCOCIATES INC		1	KS1453
-		185 10W 4			HBP VIRGINA G THOMAS	1	KS1370
913 2.00		185 10W 23	2			1	KS1342
		185 IUW 16			HBP JOSEPH W STAFFORD ET UX	1	KS1317
Page Net Acre	Book	IWn Kng	ity Leds	IR HUITUM IR	HBP MYRTLE SITTNER	1	KS1316
				Lessee	Status Lessor	Tract	Lease No.

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").

Rice County, KS

Lease No. Tract Status Lessor

	KS2036	KS1128	KS3002	KS1134	NS1132	KS1075B	KS1075A	KS3025F	KS3025E	KS3025D	KS3025C	KS3025B	KSOOSED	KS303EV	KS3024	KS3023	K\$3022	KS3021				K53020	KERCES	KS3010	KS3018	KS3017B	KS3017A	K\$3016	
ŀ	1	Ь	1	1	1	. 1	1	1	1	Ь	1	1	1	7 F	بر د	- L	۷.	1			2		-	۱ -	2 1	2	-   F	ا د	2
2	2	В	JE	В	В	P,	0	2	JE	E		2																	
CHANCOTTE TANADASKI ET	ANDIOTTE TAKAHASKI ET	BUEFORD DEAN CARTER, TR	JEAN E BEHNKE ET VIR	BRENT HILDEBRAND TRUSTEE	BETTY J ROLFS TRUSTEE	PAULINE E JOHANNSEN	CHARLOTTE D PLOOG	MARCIA MERRY DEMORALES	IESSIE E WHARTON TRUSTE	ELINOR J STEINBRUECK ET	ESLIE BROCK ET VIR	MICHAEL SPEAR A SINGLE	BREIT SPEAR ET UX	SEAN E BEHNKE ET VIK	HOWARD WIBETINE ET UX	PHILLIP C COLBERT ET UX	LIII ID C COI DEDT FT IX	JEAN E BEHNKE ET VIR			WAYNER SCHOONOVER TRUS	WAYNE R SCHOONOVER TRUS	CONNIE SKILES, A WIDOW	PHILLIP C COLBERG, ET UX	WATNE IN HABIGER ET UX	WAYNE MADIGEN ET OX	NORMAN I HABIGER ET LIX	AAAN SCHOOLS IS TO LO	HOWARD M REHNKE ET LIV
MILLAR B. WHITE, JR	CALVINA TOLLOWISK	CALVIN B HILLIAN IB	MILLAR B. WHITE, JR	CALVIN R HULLUM JR	CALVIN R HULLUM JR	SAMUEL GARY JR. & ASSOC, INC.	SAMUEL GARY JR. & ASSOC, INC.	MILLAR B. WHITE, JR	MILLAR B. WHITE, JR	MILLAR B. WHITE, JR	MILLAR B. WHITE, JR	MILLAR B. WHITE, JR	MILLAR B. WHITE, JR	MILLAR B. WHITE, JR	MILLAR B. WHITE, JR	MILLAR B. WHITE, JR	6: 44.11, 31.	MILLAR B. WHITE IR			MILLAR B. WHITE, JR	MILLAR B. WHITE, JR	MILLAR B. WHITE, JR	MILLAR B. WHITE, JR	MILLAR B. WHITE, JR	MILLAR B. WHITE, JR	MILLAR B. WHITE, JR	MILLAR B. WHITE, JR	MILLAD D. MALLETT ID
Rice	RICE	7. 11100	Rice	Rice	Rice	Rice	Rice	Rice	Rice	Rice	Rice	Rice	Rice	Rice	Rice	Rice	VICE	D			Rice	Rice	Rice	Rice	Rice	Rice	Rice	Rice	
6/24/2004	4/30/2004	COO2/T/#	1/1/2003	6/16/2004	6/16/2004	4/18/2005	4/18/2005	5/27/2003	5/27/2003		5/27/2003	5/27/2003	5/27/2003	4/1/2003	8/24/2005	3/27/2003	3/9/2003					3/27/2003	3/27/2003	3/27/2003	4/3/2003	4/3/2003	3/15/2003		
185	18S	COT								7				185	185		185			195	$\neg$				185	3 18S	3 185	185	
Wb	9W	WE	OW	01/10	WP	9W	9W	W6	QW/	OW	9W	WP	9W	9W	W6	W6	We			0	Wb	9W	9W	9W	JW6	9W	W6	9W	
U.	ω	u		1								29	29	29	29	29	28	1		10	28			28	21	21	21	21	
S/2S/N//A	N/2SW/4	LOT 3 (39.86 NENW), LOT 4 (39.98 NWNW)	IV/ ZIVE/4	N/2NF/4	1) NE (/	NW/4	NW/4-	S/2SF/A	2/25E//	2/2cE/1	3/ 536/ 4	\$/2\$E/A	S/2SF/4	N/2SE/4	S/2NE/4	N/2NE/4	BEING 2 ACRES, M/L.	THENCE EAST 20 RODS, THENCE NORTH 16 RODS, THENCE WEST 20 RODS, THENCE NORTH 16 RODS, THENCE WEST 20 RODS, THENCE SOUTH 16 RODS TO POINT OF BEGINNING,	3W/4, LESS AIND EXCEPT A TRACT DESCRIBED AS COMMENCING	CW//4 LESS AND EXCEPT 4.3 ACKED	N/ONE/A LESS AND EXCEPT A E ACRES	S/2NE/4	SF/4	NW/4	SE/4	SE/4	SW/4	NW/4	0
10,	137	135	137	137	140	140	136	136	136	136	136	136	135	135	140	126	1/1				135	135	136	135	13F	136	135	DOON	BOOK
707	262	981	592	473	494	503	217	219	221	223	225	227	6/6	788	742	177	774				911	913	40	983	18	16	805	1 080	U200
4.00000	0.00000	3 992000	4.000000	4.000000	3.947500	3.947500	0.777760	1.666800	0.777760	0.259200	0.259200	0.259200	4.000000	4.000000	4.00000	7.900000	1			0.000000	7.775000	8.000000	8.000000	4.000000	4.00000	8.00000	8.00000	Net Acres	No+ 1000

# 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").

Rice County, KS

Well Name

County
State
Appl Number

Cou

2.50%	ш [		10W	198	Assignee	15-159-22562-0000	S	Rice	THOMAS 4-30
2.30/0	_	30	10W	198	Assignee	15-159-22554-0000	S	Rice	THOMAS 3-30
2.50%		30	10W	198	Assignee	15-159-22518-0000	S	Rice	THOMAS 2-30
2.50%		30	10W	198	Assignee	15-159-22495-0000	S	Rice	THOMAS 1-30
2.50%		4	10W	185	Assignee	15-159-22547-0000	KS	Rice	THOMAS 1 22
2.50%	ו ת	4	10W	18S	Assignee	15-159-22538-0000	S	Rice	STUMPS 2-4
2.50%	21	4	10W	185	Assignee	15-159-22532-0000	S	Rice	STUMPS 1-4
2.50%	<u> </u>	23	10W	18S	Assignee	15-159-22565-0000	S	Rice	STINANC 1 A
2.50%	\ I`	23	10W	185	Assignee	15-159-22501-0000	S	Rice	STAFFORD 2-23
2.50%	<b>⊢</b>  `	16	10W	185	Assignee	15-159-22579-0000	S	Rice	STAFFORD 1 22
2.50%	~ I	16	10W	18S	Assignee	15-159-22566-0000	S	Rice	SITTNER 2 16
2.50%		24	10W	18S	Assignee	15-159-22528-0000	S	Rice	ROELFS 2-24
2 500/0	SW SW NW 2300 FNI / 330 FWI	24	10W	18S	Assignee	15-159-22510-0000	S	Rice	ROCLES 1-24
2.50%	S/2 N/2 2130 FNL / 2640 FEL	5	10W	198	Assignee	15-159-22576-0000	S	Rice	ROELES 1 24
2 500	N/2 NE SE NW 1510 FNL / 2310 FWI	5	10W	198	Assignee	15-159-22606-0000	KS	Rice	ORTH HADDON 1 7
2 50%	N/2 S/2 NW	5	10W	19S	Assignee	15-159-22584-0000	3	RICE	ORTH A.F.
2 50%	SE NW 1980 FNL / 1980 FWL	5	10W	198	Assignee	15-159-22559-0000	S	Rice	ORTH 3-5
2 50%	NE SW SW 830 FSL / 1150 FWI	5	10W	19S	Assignee	15-159-22513-0000	S	Rice	OPTU 2 E
2 50%	SE SW SW 370 FSL / 870 FWL	5	10W	198	Assignee	15-159-22493-0000	S	Rice	MOONEY ET AL 1-3
2.50%	S/2 S/2 SW	19	9W	18S	Assignee	15-159-22526-0000	S	Rice	MOONEY ET AL 1 E
2.50%	SE SE SW 550 FSL / 2000 FWI	19	W6	185	Assignee	15-159-22491-0000	S	Rice	MATTUAEL TRUST 2 10 CMS
2.50%	NW NE SE 2260 FSL / 970 FFI	4	10W	185	Assignee	15-159-22580-0000	S	Rice	NAATTIACI TRUCT 2 20
2.50%	N/2 N/2 SF 2260 FSI / 1300 FEI	4	10W	185	Assignee	15-159-22570-0000	S	Rice	KAISER IRUST 1-4
2.50%	NE SW SW NE 2030 ENI / 2040 EEI	4	10W	185	Assignee	15-159-22618-0000	ĸ	Rice	HUELSCHER FARMS 1-4
2.50%	SE SM SE NE 3500 ENI / 840 EEI	5	10W	198	Assignee	15-159-22605-0000	KS	Rice	HADDON 2-5
2.50%	SW NE 3300 ENI / 3100 EEI	30 5	10W	195	Assignee	15-159-22577-0000	KS	Rice	GATTON CORP 1-30
2.50%	NW// 2310 ENI / 2645 EW!	10	W6	185	Assignee	15-159-22550-0000	KS	Rice	BOLDT 3-19
2.50%	0/2 N/2 680 ENI / 2630 EEI	19	9W	185	Assignee	15-159-22527-0000	KS	Rice	BOLDT 2-19
2.50%	SE OF ONE THOUSEN TOO LAND	19	9W	18S	Assignee	15-159-22509-0000	KS	Rice	BOLD 1-19
2.50%	NW SE SW 1100 ESI / 1600 EWI	17	9W	185	Assignee	15-159-22558-0000	S	Rice	BENERE 2-1/
2.50%	S/2 NE SW 1730 FSI / 1980 FW/	17	9W	18S	Assignee	15-159-22568-0000	KS	Rice	BENEKE 1-1/ IWIN
2.30%	E/2 SW/4 2310 FSI / 1210 FWI	24	10W	18S	Assignee	15-159-22546-0000	KS	Rice	1 2
2.30%	NW NW NW 165 ENI / 585 EW/	25	10W	18S	Assignee	15-159-22490-0000	KS	Rice	
2 7	SW SE SW 165 FSI / 1675 FWI	24	10W	18S	Assignee	15-159-22502-0000	S	Rice	TRUSTS
2 50%	NW NW SW 2200 FSL / 150 FWI	24	10W	18S	Assignee	15-159-22502-0000	S	Rice	TBLISTS
M	Description	SEC	RNG	TWP	Operator	API Number	State	County	

# 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").

Rice County, KS

WEIHE TRUST 1-23

Rice KS 15-159-22487-0000 Assignee 188 10W

WEIHE IRUSI 1-23	Rice	S	15-159-22487-0000	Accidnos	100	101	7		
WEIHE TRUST 2-23 SWD	Rice	2	15-159-22511-0000	Assigned	100	TOW	23	SW SE NE 2150 FNL / 1125 FEL	2.50%
WEIHE TRUST 3-23	Rice	S	15-159-22571-0000	Assigned	100	TOW	23	OW OW NE	2.50%
ZINK 1-34	Rice	S	15-159-22503-0000	Assigned	100	TOW	2.5	SE SE NE 2310 FNL / 330 FEL	2.50%
ZINK 2-34	Rice	S	15-159-22530-0000	Assigned	100	TOW	34	5/2 5/2 SE/4 330 FSL / 1250 FEL	2.50%
ZINK 3-34	Rice	S	15-159-22537-0000	Assigned	100	WOT	34	NE SW SE 1070 FSL / 1400 FEL	2.50%
BEHNKE #1-21	Rice	S	15-159-22454-0000	Assigner	100	MOT	34	N/2 SE SE 925 FSL / 780 FEL	2.50%
BEHNKE #1-29	Bico	V 0	15 150 33410 0000	ASSIGNO	COT	WED	21	NW NE NE	5.00%
CARTER FAMILY TRUST #1-3	Bico	5 3	15 150 22422 0000	Assignor	SST	Wen	29	NW NW SE	5.00%
COLBERG #2-28	Rice	5 3	15 150 72/28 0000	Assignor	185	W60	ω	SE SW SE	5.00%
JANSSEN #1-16	Rice	2	13-123-66436-0000	Assignor	287	W60	28	SW NE NW	5.00%
PLOOG #1-5	Rice	5 3	15 150 22507 0000	Assignor	185	W60	16	W2 NW NE	5.00%
ROLFS #1-8	Rice	2	15 150 22/6/ 0000	Assignor	SST	W60	5	SE SE SW	5.00%
SCHOONOVER TRUST 1-21	Pico	70	15 150 22121 0000	Assignor	SRT	Wen	∞	E2 NE NW	5.00%
SCHOONOVER TRUST 2-21	Pico	5 3	15-159-22434-0000	Assignor	185	09W	21	C NE NW SW	5.00%
SCHROEDER-HAPTS #1 16	Nice	5 3	15-159-22456-0000	Assignor	185	09W	21	NW NE SW	5.00%
SCHROEDER-HARTS #1 17 SW/D	Rice	2	15-159-22417-0000	Assignor	185	09W	16	E2 NW NW NW	5.00%
SCHROEDER HARTS #1-1/ OWD	KICE	6	15-159-03770-0000	Assignor	18S	W60	17	NW SW SE NE	5,000/
SCHROEDER-HARTS #2-16	Rice	S	15-159-22433-0000	Assignor	18S	W60	16	SW NW WX	1.00%
SCHROEDER-HARTS #2-17	Rice	S	15-159-22475-0000	Assignor	185	/WPO	17	E) E	5.00%
SKILES 1-28	Rice	S	15-159-22437-0000	Assignor	100	2000	3	CZ CZ CZ NE	5.00%
SKILES 2-28 SWD	Rice	3	15-159-22572 0000	Assignor	100	WEO	87	SW NE SE	5.00%
		3	10000-C/C27-CT	ASSIRNOR	X		000	1/1/2 07 07	