

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:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

**** Side Two Must Be Completed.**

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

_____ Sec. _____ Twp. _____ R. E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

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

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

Oil / Gas Purchaser: _____

Date: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: _____ . Recommended action: _____

Date: _____
Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit
permitted by No.: _____ .

Date: _____
Authorized Signature

DISTRICT _____	EPR _____	PRODUCTION _____	UIC _____
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Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)	Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	Circle FEL/FWL	
		FSL/FNL	FEL/FWL	
		FSL/FNL	FEL/FWL	
		FSL/FNL	FEL/FWL	
		FSL/FNL	FEL/FWL	
		FSL/FNL	FEL/FWL	
		FSL/FNL	FEL/FWL	
		FSL/FNL	FEL/FWL	
		FSL/FNL	FEL/FWL	
		FSL/FNL	FEL/FWL	
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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	

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

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 # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Well Location:

____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West

County: _____

Lease Name: _____ Well #: _____

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

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: _____ Signature of Operator or Agent: _____ Title: _____



State of Kansas, Montgomery County
 This instrument was filed for
 Record on April 12, 2018 9:37 AM
 Recorded in Book 669 Page 978 - 1106
 Fee: \$2,197.00 201801038



Marilyn Calhoun
 Marilyn Calhoun, Register of Deeds

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS §

COUNTY OF MONTGOMERY §

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this “*Assignment*”), dated effective as of March 1, 2018 at 12:01 a.m. Central Time (the “*Effective Time*”), is made by **LR ENERGY, INC.**, a Texas corporation, and **LR PIPELINE, LLC**, a Texas limited liability company, each of whose address is 8150 N. Central Expy., Suite 1605, Dallas, Texas 75206 (collectively, “*Assignor*”), to **REP INDEPENDENCE, LLC**, a Delaware limited liability company whose address is 16000 Stuebner Airline Road, Suite 320, Spring, Texas 77379 (“*Assignee*”). This Assignment is executed and delivered in connection with and pursuant to the terms of that certain Purchase and Sale Agreement dated March 30, 2018, between Assignor and Assignee (the “*Purchase Agreement*”). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

1. Assignment. For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby **GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER** unto Assignee, all of Assignor’s right, title, and interest in and to the following, subject to the terms and reservations hereof and specifically **LESS AND EXCEPT** the Excluded Assets (as hereinafter defined) (the “*Properties*”):

1.1 all fee mineral interests and oil, gas, and mineral leases, in each case, covering any lands located in any of the States of Kansas, New Mexico, Oklahoma, and/or Texas, including the Leases described on Exhibit A, whether producing or non-producing, and all leasehold interests in and to the leasehold estates created thereby, and all royalties, working interests, net revenue interests, overriding royalties, carried interests, net profits interests, reversionary interests, and other Hydrocarbon interests of any kind or character created thereby, derived therefrom or attributable thereto (collectively, the “*Real Property Interests*”);

1.2 all oil, condensate, gas, water, carbon dioxide, disposal, injection, observation and other wells located on the Lands, including the oil and gas wells shown on Exhibit B (collectively, the “*Wells*”);

1.3 all unitization, pooling and similar agreements, declarations or designations, and all drilling, spacing and production units, whether recorded or unrecorded, insofar as the same are attributable or allocated to the Lands;

1.4 all other tangible personal property, rolling stock, vehicles, supplies, inventory, equipment, fixtures and improvements, including all injection wells, salt water disposal and handling facilities, frac ponds, frac pits, pads, well heads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, water lines, vessels, tanks, boilers, separators, treating equipment, compressors, pipelines, gathering systems, automation systems, including meters and related telemetry on wells, and other appurtenances owned or held for use in connection with ownership, operation, production, treating, storing, transportation, or marketing of Hydrocarbons from the Real Property Interests or Wells, including the personal property on **Exhibit C**;

1.5 all of the Contracts on Schedule 2.8 attached to the Purchase Agreement;

1.6 all Hydrocarbons in, on, under, or produced from or attributable to the Lands from and after the Effective Time and the proceeds thereof;

1.7 all surface fee interests, easements, surface leases, surface use agreements, surface rights, servitudes, water rights, licenses, and rights of way owned, appurtenant to, or otherwise used or held for use in connection with the Properties or the ownership, operation, production, treating, storing, transportation, or marketing of Hydrocarbons therefrom or allocated thereto; and, to the extent the same are transferrable, all other Permits related to the Properties;

1.8 to the extent accruing or relating to periods from and after the Effective Time or relating to any Assumed Obligations or any other Liabilities or losses incurred by or asserted against Buyer, all claims, rights, demands, causes of action, suits, actions, judgments, damages, awards, recoveries, settlements, indemnities, rights to insurance proceeds (but excluding return of insurance premiums paid by Seller to the extent such premiums are attributable to periods after Closing), warranties, duties, obligations, and liabilities in favor of or owed to Assignor and relating to any Properties or any Assumed Obligations related thereto or arising from acts, omissions, or events, or damage to or destruction of Properties, excluding any such items solely to the extent the same relate to matters for which Assignor is required to provide indemnification to Assignee hereunder; and

1.9 all files, records, and data (including electronic data) to the extent related to the Properties, including all lease files, land files, division order files, abstracts, title files, maps, well files, well logs, well tests, mud logs, directional surveys, core reports, daily drilling records, machinery and equipment files, engineering and/or production files, regulatory files, environmental and health and safety files, Contract files, geological and geophysical data (including all proprietary and, to the extent transferable, without cost, non-proprietary geophysical, geological, seismic, and engineering data, studies, analyses, interpretations and information, including core and fluid samples), and production, accounting, and Tax records (“**Records**”) related to the Properties, but not otherwise.

It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee, from and after the Effective Time, the Properties, regardless of errors in description, any incorrect or misspelled names, or any mistranscribed or incorrect recording references.

TO HAVE AND TO HOLD all and singular of said Properties together with all rights, titles, interests, estates, remedies, powers, and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever, subject only to the Permitted Encumbrances.

For clarity, the Properties covered by this Assignment shall not include the Gathering Properties, as defined in and which are covered by that certain Assignment, Bill of Sale and Conveyance between Assignor and REP Kansas Gathering, LLC, an affiliate of Assignee, executed contemporaneously herewith and dated effective as of the Effective Time (the "**Gathering ABOS**"). Assignor and Assignee acknowledge and agree that the Gathering ABOS and this Assignment (including all recorded counterparts thereof) are intended to COLLECTIVELY convey to Assignee and such affiliate of Assignee all of the "Properties" as defined and described in the Purchase Agreement. Assignor and Assignee acknowledge and agree that the Gathering ABOS and this Assignment are not intended to effect multiple conveyances of the same properties or interests in such properties covered hereby or thereby or multiple assumptions by Assignee and such affiliate of Assignee of the same Assumed Obligations as described in the Purchase Agreement.

2. Permitted Encumbrances. *Permitted Encumbrances*" means the following:
 - 2.1. royalties, overriding royalties, and similar burdens on production, to the extent and only to the extent that the same do not, individually or in the aggregate, reduce Assignor's NRI or Net Acres, or increase its Working Interest (without at least a proportionate corresponding increase in its NRI), in any Property from that shown on the exhibits to the Purchase Agreement;
 - 2.2. Liens for Taxes for which payment is not yet due;
 - 2.3. Liens of mechanics, materialmen, warehousemen, landlords, vendors, and carriers and any similar Liens arising by operation of Law which arise in the Ordinary Course of Business for sums not yet due;
 - 2.4. the terms and conditions of all Contracts on Schedule 2.8 attached to the Purchase Agreement;
 - 2.5. easements, surface leases, surface use agreements, and other surface rights and plat restrictions, to the extent they do not, individually or in the aggregate, materially impair the ownership, development, operation, production, use, or value of the Properties for the purposes of Hydrocarbon development; and all zoning laws, restrictive covenants and conditions, regulatory authority of Governmental Authorities, and building and other land use laws and similar encumbrances;
 - 2.6. rights vested in or reserved to any Governmental Authority to regulate the Properties, to terminate any right, power, franchise, license, or permit afforded by

such Governmental Authority, or to purchase, condemn, or expropriate any of the Properties; and

- 2.7. all rights to consent by, required notices to, filings with, or other actions by Governmental Authorities, where the same are customarily obtained subsequent to the assignment, disposition, or transfer of oil and gas leases or interests therein or operation thereof (“*Customary Post-Closing Consents*”).
3. Excluded Assets. Assignor specifically excepts from this Assignment and reserves unto itself the following (the “*Excluded Assets*”):
- 3.1. Assignor’s minute books, financial, and income tax records and legal records (other than title records);
 - 3.2. any existing or future refund of costs, Taxes, or expenses borne by Assignor, its Affiliates, or its or their respective predecessors in title, to the extent attributable to the period prior to the Effective Time;
 - 3.3. all claims of Assignor or any of its Affiliates for refunds of or loss carry forwards with respect to (1) any Taxes attributable to any period prior to the Effective Time, (2) income or franchise Taxes, or (3) any Taxes attributable to the Excluded Assets;
 - 3.4. all documents and instruments of Assignor or its Affiliates that may be protected by an attorney-client privilege, except to the extent relating to any Assumed Obligations;
 - 3.5. all information that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with Third Parties (other than title opinions and other title records relating to the Properties) for which Assignor is unable to secure permission (after using its commercially reasonable efforts) to provide or convey to Assignee;
 - 3.6. all hedge contracts and agreements, and all rights and Liabilities thereunder;
 - 3.7. all contracts and instruments of Assignor or any of its Affiliates evidencing any indebtedness for borrowed money, deferred payment of purchase price, or carry obligation, or any guaranty, endorsement, assumption, or other contingent obligation in respect of indebtedness of others, and all Liabilities thereunder, but excluding the financing obligations listed on Schedule 1 attached to the Purchase Agreement for the four (4) vehicles also listed thereon;
 - 3.8. Assignor’s cash and bank accounts;
 - 3.9. Assignor’s accounts and accounts receivables for services rendered prior to the Effective Time; and

3.10. except for the Contracts on Schedule 2.8 to the Purchase Agreement (and, for clarity, except for the Property interests described in Section 1.2 hereof), all other Contracts and other contracts and agreements of Seller and/or its Affiliates, including, without limitation, that certain Amendment to and Partial Restatement of Agreements (GLNA Project), dated December 6, 2004, among Layne Christensen Company, Layne Energy Sycamore, LLC, Shawnee Oil & Gas, L.L.C., Mohajir Energy Advisors, Inc., and Elevation Energy, LLC, that certain Amendment to and Partial Restatement of Agreements (Cherryvale Project), dated December 20, 2004, among Layne Christensen Company, Layne Energy Cherryvale, LLC, Shawnee Oil & Gas, L.L.C., Mohajir Energy Advisors, Inc., and Elevation Energy, LLC, and that certain Amendment to and Partial Restatement of Agreements (Osage Project), dated December 22, 2004, among Layne Christensen Company, Layne Energy Osage, LLC, Shawnee Oil & Gas, L.L.C., Mohajir Energy Advisors, Inc., and Elevation Energy, LLC (the three foregoing specified agreements, the (“APRAs”), and all other prior executed agreements referenced in the APRAs as between some or all of the parties to the APRAs.

4. Special Warranty of Title. Assignor does hereby bind itself and its successors and assigns to warrant and forever defend Defensible Title to the Properties unto Assignee and Assignee’s successors and assigns, against every Person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Assignor or any of its Affiliates, but not otherwise. Further, Assignee is specifically assigned, and subrogated to, warranties of title which Assignor may have from its predecessors in interest to the extent applicable with respect to the Properties and to the extent Assignor may legally assign such rights and grant such subrogation.

5. Limitations on Representations and Warranties. **EXCEPT FOR THE SPECIAL WARRANTY OF TITLE OF ASSIGNOR SET FORTH IN SECTION 4 OF THIS ASSIGNMENT AND FOR THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR IN THE PURCHASE AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT, ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION 5 ARE “CONSPICUOUS” DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE, OR ORDER.**

6. Conflict. This Assignment is delivered pursuant to, and hereby made subject to, the terms and conditions of the Purchase Agreement, the terms of which shall remain separate and distinct from, shall not merge into the terms of, and shall survive the delivery of this Assignment to the extent provided for in the Purchase Agreement. In the event that any provision of this Assignment is construed to conflict with any provision of the Purchase Agreement, the provisions of the Purchase Agreement shall be deemed controlling to the extent of such conflict; *provided, however,* that Third Parties may conclusively rely on this Assignment to vest title to the Properties in Assignee.

7. Recordation. To facilitate the recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits that describe Properties located in that county.

8. No Multiple Conveyances. Assignor and Assignee acknowledge and agree that they may be required to execute separate deeds and assignments covering certain Properties conveyed hereby on forms approved by Governmental Authorities or other Persons to effect the conveyances of such Properties. Any such separate deed or assignment (a) shall evidence this Assignment and conveyance of the applicable Properties herein made and shall not constitute any additional conveyance of any Properties, (b) is not intended to modify, and shall not modify, any of the terms, covenants, conditions, or limitations set forth in this Assignment or the Purchase Agreement and is not intended to create, and shall not create, any additional representations, warranties, or covenants of or by Assignor or Assignee, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate deed or assignment.

9. Exhibits. Exhibits and Schedules attached to this Assignment constitute a part of this Assignment. References in this Assignment to articles, sections, exhibits and schedules are to articles, sections, exhibits and schedules of this Assignment unless otherwise specified. The lessors and/or lessees named in the Exhibits to this Assignment may be historic parties in the leasehold chain of title, and, in some cases, said parties may not be the current lessor and/or lessee of the applicable Lease.

10. Governing Law; Venue. **THIS ASSIGNMENT WILL BE INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCEPT AS TO TITLE MATTERS, WHICH SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED), WITHOUT GIVING EFFECT TO RULES OR PRINCIPLES OF CONFLICTS OF LAW THAT MIGHT OTHERWISE REFER TO THE LAWS OF ANOTHER JURISDICTION. EACH PARTY CONSENTS TO THE EXERCISE OF JURISDICTION *IN PERSONAM* BY THE COURTS OF THE STATE OF TEXAS FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY. ALL PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS SHALL BE EXCLUSIVELY LITIGATED IN COURTS HAVING SITES IN HOUSTON, HARRIS COUNTY, TEXAS, AND EACH PARTY WAIVES ANY OBJECTION IT MAY HAVE TO VENUE OR JURISDICTION THEREIN.**

11. Severability. If any clause or provision of this Assignment is illegal, invalid, or unenforceable under any present or future Law or public policy, the remainder of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any materially adverse manner to any Party. Upon such determination that any clause or provision is illegal, invalid, or unenforceable, the Parties will negotiate in good faith to modify this Assignment to add in lieu thereof a provision as similar in terms to such provisions as is possible to make such provision legal, valid, and enforceable.

12. Further Assurances. In addition to this Assignment, Assignor shall execute, acknowledge, and deliver to Assignee, in a timely manner and without further consideration, any additional

documents or instruments that Assignee may reasonably require, including, without limitation, further assignments or conveyances required by any state or federal authority, deeds, and consents to further evidence the assignment and conveyance of the Properties by Assignor to Assignee.

13. Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

14. Counterparts. This Assignment may be executed in multiple counterparts, each of which will be an original instrument, but all of which will constitute one assignment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, Assignor has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

ASSIGNOR:

LR ENERGY, INC.,
a Texas corporation

LR PIPELINE, LLC,
a Texas limited liability company

By: [Signature]
John G. Burke
Chief Operating Officer

By: [Signature]
John G. Burke
Manager

ASSIGNOR ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 4th day of April, 2018, by John G. Burke, as the Chief Operating Officer of LR ENERGY, INC., a Texas corporation, and as the Manager of LR PIPELINE, LLC, a Texas limited liability company, who represented that he is authorized to act on behalf of, and that this instrument is the act and deed of, such corporation and such limited liability company.

[Signature]
Notary Public in and for the State of: Texas

My Commission Expires: 5/7/2019
Commission Number: _____



IN WITNESS WHEREOF, Assignee has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

ASSIGNEE:

REP INDEPENDENCE, LLC,
a Delaware limited liability company

By: Thomas R. Kaetzer
Thomas R. Kaetzer
President & Chief Executive Officer

ASSIGNEE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on this 4th day of April, 2018, by Thomas R. Kaetzer, as the President & Chief Executive Officer of REP INDEPENDENCE, LLC, a Delaware limited liability company, who represented that he is authorized to act on behalf of, and that this instrument is the act and deed of, such limited liability company.

Amy E. Ryan
Notary Public in and for the State of: TXAS

My Commission Expires: June 16, 2018
Commission Number: _____



SEE COMPLETE EXHIBITS ATTACHED TO AND MADE A PART OF
ASSIGNMENT, BILL OF SALE AND CONVEYANCE
MADE BY LR ENERGY, INC. AND LR PIPELINE, LLS, AS ASSIGNOR,
AND REP INDEPENDENCE, LLS, AS ASSIGNEE
AS RECORDED IN MONTGOMERY COUNTY, KANSAS BOOK 669, BEGINNING AT PAGE 978

Exhibit A - Wilson County, KS Leases
to
Assignment, Bill of Sale and Conveyance by and between LR Energy, Inc. and LR Pipeline, LLC, as assignors, and REP Independence, LLC, as assignee

	Westfall Brothers LLC	Layne Energy Sycamore, LLC	1/16/2007	310	498	Wilson	KS	T30S, R13E, Sec. 25: SW/4 SW/4, less the East 20 feet thereof Sec. 26: SE/4 Sec. 35: E/2 & S/2 SW/4 Sec. 36: S/2, W/2 NW/4, & SE/4 NW/4
CO10372	Lee A. Springer and Dorothy M. Springer, husband and wife	Layne Energy Cherrvale, LLC	1/17/2008	324	290	Wilson	KS	Beginning at a point 441.0 feet North of SE corner of Section 24, Township 30, Range 15, thence North along the East line of said Section 24, to the center line of River, thence in a Westerly direction along the center line of the River to a point on the West line of the East Half (E/2) of Section 24, thence South along the West line of the East Half (E/2) of said Section 24, to the South line of Section 24, thence East 739.85 feet, thence North 213 feet, thence East 209 feet, thence North 40 feet, thence East 385 feet, thence South 253 feet, thence East 422.85 feet, thence North 385 feet, thence East 618 feet, thence North 56 feet, thence East 298 feet to the POB.
G010752	Paul Andrew Dove and Lavon F. Maxwell-Dove, husband and wife	Layne Energy Sycamore LLC	7/8/2009	334	221	Wilson	KS	Township 30 South, Range 13 East, Section 11: The E/2 of the Section except for the SE/4 of Section 11, Township 30S, Range 13E in Wilson County, KS.
G010764	Thomas W. Beard, a single person	Layne Energy Sycamore LLC	10/10/2009	336	446	Wilson	KS	Township 29 South, Range 14 East, Section 33: NW/4 NW/4
G010765	Carol Emert and Ray Emert, wife and husband, and the Lafontaine Farm, Carol Emert, Trustee	Layne Energy Sycamore LLC	10/9/2009	336	451	Wilson	KS	Township 30 South, Range 14 East, Section 32: SE/4 Section 33: That part of the SW/4 lying West of Duck Creek
G010573	Westfall Brothers, LLC	Layne Energy Sycamore, LLC	1/16/2007	565	370	Wilson	KS	Township 30 South, Range 13 East, Section 25: SW/4 SW/4 less the East 20 feet thereof, Section 26: SE/4; Section 35: E/2 and S/2 SW/4; Section 36: S/2 and W/2 NW/4 and SE/4 NW/4; Montgomery County, Kansas Township 31 South, Range 14 East, Section 6: SW/4; Section 7: N/2 NW/4; Township 31 South, Range 13 East, Section 1: S/2 and NW/4; Section 2: E/2; Section 11: NE/4; Section 12: N/2 NE/4 and W/2 and SE/4.
CO10220U	Wm M. Green, et al	R. S. Litchfield	8/1/1907	14	313	Wilson	KS	T30S-R16E, Sec. 28: A metes/bounds tract located within the NE/4.
CO10220G	Mildred Horwitz, et al.	Albjan W. Bailey, Jr. and Gene M. Bailey	2/1/1990	141 141 141 141	213 207 204 210	Wilson	KS	T30S-R16E, Sec. 8: A metes/bounds tract located within the NE/4.
G010203	Robert J. Compton and Mary C. Compton, h/w	Wheatley Oil Company	9/25/2002	252	528	Wilson	KS	Township 30 South, Range 14 East, 6th P.M. Section 26: E/2 NW/4 & SW/4 SW/4 & E/2 SW/4 West of the abandoned Railroad Right-of-Way. Containing 170 acres, more or less.



Wilson County Register of Deeds
Book: 398 Page: 487
Receipt #: 30003 Total Fees: \$797.00
Pages Recorded: 61 HTF: \$61.00
Clerk Tech: \$30.50
Rod Tech: \$122.00
Treas Tech: \$30.50
Date Recorded: 4/5/2018 3:11:51 PM

Connie O'Neill *Renee*

ORIGINAL COMPARED WITH RECORD

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS §

COUNTY OF WILSON §

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this “*Assignment*”), dated effective as of March 1, 2018 at 12:01 a.m. Central Time (the “*Effective Time*”), is made by LR ENERGY, INC., a Texas corporation, and LR PIPELINE, LLC, a Texas limited liability company, each of whose address is 8150 N. Central Expy., Suite 1605, Dallas, Texas 75206 (collectively, “*Assignor*”), to REP INDEPENDENCE, LLC, a Delaware limited liability company whose address is 16000 Stuebner Airline Road, Suite 320, Spring, Texas 77379 (“*Assignee*”). This Assignment is executed and delivered in connection with and pursuant to the terms of that certain Purchase and Sale Agreement dated March 30, 2018, between Assignor and Assignee (the “*Purchase Agreement*”). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

1. Assignment. For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby **GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER** unto Assignee, all of Assignor’s right, title, and interest in and to the following, subject to the terms and reservations hereof and specifically **LESS AND EXCEPT** the Excluded Assets (as hereinafter defined) (the “*Properties*”):

1.1 all fee mineral interests and oil, gas, and mineral leases, in each case, covering any lands located in any of the States of Kansas, New Mexico, Oklahoma, and/or Texas, including the Leases described on Exhibit A, whether producing or non-producing, and all leasehold interests in and to the leasehold estates created thereby, and all royalties, working interests, net revenue interests, overriding royalties, carried interests, net profits interests, reversionary interests, and other Hydrocarbon interests of any kind or character created thereby, derived therefrom or attributable thereto (collectively, the “*Real Property Interests*”);

1.2 all oil, condensate, gas, water, carbon dioxide, disposal, injection, observation and other wells located on the Lands, including the oil and gas wells shown on Exhibit B (collectively, the “*Wells*”);

1.3 all unitization, pooling and similar agreements, declarations or designations, and all drilling, spacing and production units, whether recorded or unrecorded, insofar as the same are attributable or allocated to the Lands;

1.4 all other tangible personal property, rolling stock, vehicles, supplies, inventory, equipment, fixtures and improvements, including all injection wells, salt water disposal and handling facilities, frac ponds, frac pits, pads, well heads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, water lines, vessels, tanks, boilers, separators, treating equipment, compressors, pipelines, gathering systems, automation systems, including meters and related telemetry on wells, and other appurtenances owned or held for use in connection with ownership, operation, production, treating, storing, transportation, or marketing of Hydrocarbons from the Real Property Interests or Wells, including the personal property on Exhibit C;

1.5 all of the Contracts on Schedule 2.8 attached to the Purchase Agreement;

1.6 all Hydrocarbons in, on, under, or produced from or attributable to the Lands from and after the Effective Time and the proceeds thereof;

1.7 all surface fee interests, easements, surface leases, surface use agreements, surface rights, servitudes, water rights, licenses, and rights of way owned, appurtenant to, or otherwise used or held for use in connection with the Properties or the ownership, operation, production, treating, storing, transportation, or marketing of Hydrocarbons therefrom or allocated thereto; and, to the extent the same are transferrable, all other Permits related to the Properties;

1.8 to the extent accruing or relating to periods from and after the Effective Time or relating to any Assumed Obligations or any other Liabilities or losses incurred by or asserted against Buyer, all claims, rights, demands, causes of action, suits, actions, judgments, damages, awards, recoveries, settlements, indemnities, rights to insurance proceeds (but excluding return of insurance premiums paid by Seller to the extent such premiums are attributable to periods after Closing), warranties, duties, obligations, and liabilities in favor of or owed to Assignor and relating to any Properties or any Assumed Obligations related thereto or arising from acts, omissions, or events, or damage to or destruction of Properties, excluding any such items solely to the extent the same relate to matters for which Assignor is required to provide indemnification to Assignee hereunder; and

1.9 all files, records, and data (including electronic data) to the extent related to the Properties, including all lease files, land files, division order files, abstracts, title files, maps, well files, well logs, well tests, mud logs, directional surveys, core reports, daily drilling records, machinery and equipment files, engineering and/or production files, regulatory files, environmental and health and safety files, Contract files, geological and geophysical data (including all proprietary and, to the extent transferable, without cost, non-proprietary geophysical, geological, seismic, and engineering data, studies, analyses, interpretations and information, including core and fluid samples), and production, accounting, and Tax records (“*Records*”) related to the Properties, but not otherwise.

It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee, from and after the Effective Time, the Properties, regardless of errors in description, any incorrect or misspelled names, or any mistranscribed or incorrect recording references.

TO HAVE AND TO HOLD all and singular of said Properties together with all rights, titles, interests, estates, remedies, powers, and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever, subject only to the Permitted Encumbrances.

For clarity, the Properties covered by this Assignment shall not include the Gathering Properties, as defined in and which are covered by that certain Assignment, Bill of Sale and Conveyance between Assignor and REP Kansas Gathering, LLC, an affiliate of Assignee, executed contemporaneously herewith and dated effective as of the Effective Time (the "**Gathering ABOS**"). Assignor and Assignee acknowledge and agree that the Gathering ABOS and this Assignment (including all recorded counterparts thereof) are intended to COLLECTIVELY convey to Assignee and such affiliate of Assignee all of the "Properties" as defined and described in the Purchase Agreement. Assignor and Assignee acknowledge and agree that the Gathering ABOS and this Assignment are not intended to effect multiple conveyances of the same properties or interests in such properties covered hereby or thereby or multiple assumptions by Assignee and such affiliate of Assignee of the same Assumed Obligations as described in the Purchase Agreement.

2. Permitted Encumbrances. *Permitted Encumbrances*" means the following:

- 2.1. royalties, overriding royalties, and similar burdens on production, to the extent and only to the extent that the same do not, individually or in the aggregate, reduce Assignor's NRI or Net Acres, or increase its Working Interest (without at least a proportionate corresponding increase in its NRI), in any Property from that shown on the exhibits to the Purchase Agreement;
- 2.2. Liens for Taxes for which payment is not yet due;
- 2.3. Liens of mechanics, materialmen, warehousemen, landlords, vendors, and carriers and any similar Liens arising by operation of Law which arise in the Ordinary Course of Business for sums not yet due;
- 2.4. the terms and conditions of all Contracts on Schedule 2.8 attached to the Purchase Agreement;
- 2.5. easements, surface leases, surface use agreements, and other surface rights and plat restrictions, to the extent they do not, individually or in the aggregate, materially impair the ownership, development, operation, production, use, or value of the Properties for the purposes of Hydrocarbon development; and all zoning laws, restrictive covenants and conditions, regulatory authority of Governmental Authorities, and building and other land use laws and similar encumbrances;
- 2.6. rights vested in or reserved to any Governmental Authority to regulate the Properties, to terminate any right, power, franchise, license, or permit afforded by

such Governmental Authority, or to purchase, condemn, or expropriate any of the Properties; and

- 2.7. all rights to consent by, required notices to, filings with, or other actions by Governmental Authorities, where the same are customarily obtained subsequent to the assignment, disposition, or transfer of oil and gas leases or interests therein or operation thereof (“*Customary Post-Closing Consents*”).

3. Excluded Assets. Assignor specifically excepts from this Assignment and reserves unto itself the following (the “*Excluded Assets*”):

- 3.1. Assignor’s minute books, financial, and income tax records and legal records (other than title records);
- 3.2. any existing or future refund of costs, Taxes, or expenses borne by Assignor, its Affiliates, or its or their respective predecessors in title, to the extent attributable to the period prior to the Effective Time;
- 3.3. all claims of Assignor or any of its Affiliates for refunds of or loss carry forwards with respect to (1) any Taxes attributable to any period prior to the Effective Time, (2) income or franchise Taxes, or (3) any Taxes attributable to the Excluded Assets;
- 3.4. all documents and instruments of Assignor or its Affiliates that may be protected by an attorney-client privilege, except to the extent relating to any Assumed Obligations;
- 3.5. all information that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with Third Parties (other than title opinions and other title records relating to the Properties) for which Assignor is unable to secure permission (after using its commercially reasonable efforts) to provide or convey to Assignee;
- 3.6. all hedge contracts and agreements, and all rights and Liabilities thereunder;
- 3.7. all contracts and instruments of Assignor or any of its Affiliates evidencing any indebtedness for borrowed money, deferred payment of purchase price, or carry obligation, or any guaranty, endorsement, assumption, or other contingent obligation in respect of indebtedness of others, and all Liabilities thereunder, but excluding the financing obligations listed on Schedule 1 attached to the Purchase Agreement for the four (4) vehicles also listed thereon;
- 3.8. Assignor’s cash and bank accounts;
- 3.9. Assignor’s accounts and accounts receivables for services rendered prior to the Effective Time; and

3.10. except for the Contracts on Schedule 2.8 to the Purchase Agreement (and, for clarity, except for the Property interests described in Section 1.2 hereof), all other Contracts and other contracts and agreements of Seller and/or its Affiliates, including, without limitation, that certain Amendment to and Partial Restatement of Agreements (GLNA Project), dated December 6, 2004, among Layne Christensen Company, Layne Energy Sycamore, LLC, Shawnee Oil & Gas, L.L.C., Mohajir Energy Advisors, Inc., and Elevation Energy, LLC, that certain Amendment to and Partial Restatement of Agreements (Cherryvale Project), dated December 20, 2004, among Layne Christensen Company, Layne Energy Cherryvale, LLC, Shawnee Oil & Gas, L.L.C., Mohajir Energy Advisors, Inc., and Elevation Energy, LLC, and that certain Amendment to and Partial Restatement of Agreements (Osage Project), dated December 22, 2004, among Layne Christensen Company, Layne Energy Osage, LLC, Shawnee Oil & Gas, L.L.C., Mohajir Energy Advisors, Inc., and Elevation Energy, LLC (the three foregoing specified agreements, the (“APRAs”), and all other prior executed agreements referenced in the APRAs as between some or all of the parties to the APRAs.

4. Special Warranty of Title. Assignor does hereby bind itself and its successors and assigns to warrant and forever defend Defensible Title to the Properties unto Assignee and Assignee’s successors and assigns, against every Person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Assignor or any of its Affiliates, but not otherwise. Further, Assignee is specifically assigned, and subrogated to, warranties of title which Assignor may have from its predecessors in interest to the extent applicable with respect to the Properties and to the extent Assignor may legally assign such rights and grant such subrogation.

5. Limitations on Representations and Warranties. **EXCEPT FOR THE SPECIAL WARRANTY OF TITLE OF ASSIGNOR SET FORTH IN SECTION 4 OF THIS ASSIGNMENT AND FOR THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR IN THE PURCHASE AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT, ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION 5 ARE “CONSPICUOUS” DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE, OR ORDER.**

6. Conflict. This Assignment is delivered pursuant to, and hereby made subject to, the terms and conditions of the Purchase Agreement, the terms of which shall remain separate and distinct from, shall not merge into the terms of, and shall survive the delivery of this Assignment to the extent provided for in the Purchase Agreement. In the event that any provision of this Assignment is construed to conflict with any provision of the Purchase Agreement, the provisions of the Purchase Agreement shall be deemed controlling to the extent of such conflict; *provided, however,* that Third Parties may conclusively rely on this Assignment to vest title to the Properties in Assignee.

7. Recordation. To facilitate the recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits that describe Properties located in that county.

8. No Multiple Conveyances. Assignor and Assignee acknowledge and agree that they may be required to execute separate deeds and assignments covering certain Properties conveyed hereby on forms approved by Governmental Authorities or other Persons to effect the conveyances of such Properties. Any such separate deed or assignment (a) shall evidence this Assignment and conveyance of the applicable Properties herein made and shall not constitute any additional conveyance of any Properties, (b) is not intended to modify, and shall not modify, any of the terms, covenants, conditions, or limitations set forth in this Assignment or the Purchase Agreement and is not intended to create, and shall not create, any additional representations, warranties, or covenants of or by Assignor or Assignee, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate deed or assignment.

9. Exhibits. Exhibits and Schedules attached to this Assignment constitute a part of this Assignment. References in this Assignment to articles, sections, exhibits and schedules are to articles, sections, exhibits and schedules of this Assignment unless otherwise specified. The lessors and/or lessees named in the Exhibits to this Assignment may be historic parties in the leasehold chain of title, and, in some cases, said parties may not be the current lessor and/or lessee of the applicable Lease.

10. Governing Law; Venue. **THIS ASSIGNMENT WILL BE INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCEPT AS TO TITLE MATTERS, WHICH SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED), WITHOUT GIVING EFFECT TO RULES OR PRINCIPLES OF CONFLICTS OF LAW THAT MIGHT OTHERWISE REFER TO THE LAWS OF ANOTHER JURISDICTION. EACH PARTY CONSENTS TO THE EXERCISE OF JURISDICTION *IN PERSONAM* BY THE COURTS OF THE STATE OF TEXAS FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY. ALL PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS SHALL BE EXCLUSIVELY LITIGATED IN COURTS HAVING SITES IN HOUSTON, HARRIS COUNTY, TEXAS, AND EACH PARTY WAIVES ANY OBJECTION IT MAY HAVE TO VENUE OR JURISDICTION THEREIN.**

11. Severability. If any clause or provision of this Assignment is illegal, invalid, or unenforceable under any present or future Law or public policy, the remainder of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any materially adverse manner to any Party. Upon such determination that any clause or provision is illegal, invalid, or unenforceable, the Parties will negotiate in good faith to modify this Assignment to add in lieu thereof a provision as similar in terms to such provisions as is possible to make such provision legal, valid, and enforceable.

12. Further Assurances. In addition to this Assignment, Assignor shall execute, acknowledge, and deliver to Assignee, in a timely manner and without further consideration, any additional

documents or instruments that Assignee may reasonably require, including, without limitation, further assignments or conveyances required by any state or federal authority, deeds, and consents to further evidence the assignment and conveyance of the Properties by Assignor to Assignee.

13. Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

14. Counterparts. This Assignment may be executed in multiple counterparts, each of which will be an original instrument, but all of which will constitute one assignment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, Assignor has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

ASSIGNOR:

LR ENERGY, INC.,
a Texas corporation

LR PIPELINE, LLC,
a Texas limited liability company

By: *[Signature]*
John G. Burke
Chief Operating Officer

By: *[Signature]*
John G. Burke
Manager

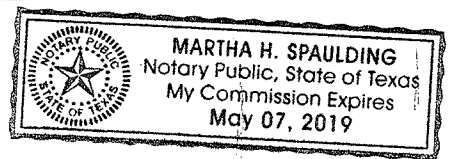
ASSIGNOR ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 4th day of April, 2018, by John G. Burke, as the Chief Operating Officer of LR ENERGY, INC., a Texas corporation, and as the Manager of LR PIPELINE, LLC, a Texas limited liability company, who represented that he is authorized to act on behalf of, and that this instrument is the act and deed of, such corporation and such limited liability company.

Martha Spaulding
Notary Public in and for the State of: Texas

My Commission Expires: 5/7/2019
Commission Number: _____



IN WITNESS WHEREOF, Assignee has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

ASSIGNEE:

REP INDEPENDENCE, LLC,
a Delaware limited liability company

By: Thomas R. Kaetzer
Thomas R. Kaetzer
President & Chief Executive Officer

ASSIGNEE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on this 4th day of April, 2018, by Thomas R. Kaetzer, as the President & Chief Executive Officer of REP INDEPENDENCE, LLC, a Delaware limited liability company, who represented that he is authorized to act on behalf of, and that this instrument is the act and deed of, such limited liability company.

Amy E. Ryan
Notary Public in and for the State of: Texas

My Commission Expires: June 16, 2018
Commission Number: _____



SEE COMPLETE EXHIBITS ATTACHED TO AND MADE A PART OF
ASSIGNMENT, BILL OF SALE AND CONVEYANCE
MADE BY LR ENERGY, INC. AND LR PIPELINE, LLS, AS ASSIGNOR,
AND REP INDEPENDENCE, LLS, AS ASSIGNEE
AS RECORDED IN WILSON COUNTY, KANSAS BOOK 398, BEGINNING AT PAGE 487