

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: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

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

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by

Permit No.: _____ . Recommended action: _____

Date: _____

Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit

permitted by No.: _____ .

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

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)
		<i>Circle</i> FSL/FNL	<i>Circle</i> FEL/FWL		
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

A separate sheet may be attached if necessary

* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

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: _____



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 1/23/2014 10:50:00 AM

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS §

COUNTIES OF CHASE AND HARVEY §

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated effective as of the 31st day of December, 2013 at 11:55 PM where the Assets, as defined herein, are located (the "Effective Time"), is from the undersigned Assignors (collectively "Assignors") to **American Nitrogen Rejection, LLC**, a limited liability company, whose address is P. O. Box 21, Marion, KS 66861 ("Assignee").

NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby **SELL, ASSIGN, TRANSFER, GRANT, BARGAIN** and **CONVEY** to Assignee, effective as of the Effective Time, and subject to the terms of this Assignment, all of Assignors' right, title and interest in and to the following (all of which are called the "Assets"):

1. All oil and gas and mineral leases, subleases and other leasehold, royalty, overriding royalty, net profits, production payments, mineral fee, carried and other interests owned by Assignors, including but not limited to all of Assignors' interest in the leases (and any amendments thereto and ratifications thereof) described in **Exhibit A** attached hereto and made a part hereof ("Leases") and the lands described in said Leases and any amendments thereto ("Lands"), owned by Assignors associated with said Leases, Lands and/or Wells (as hereinafter defined), and all right, title and interest in and to the oil, gas and all other hydrocarbons in, on or under the Lands and non-hydrocarbons and other products, whether liquid or gaseous, produced in association therewith ("Hydrocarbons") after the Effective Time, even though such interests in the Leases or Lands covered thereby are incorrectly or qualitatively or quantitatively deficiently and/or insufficiently described herein or a description of any such interest in the Leases or Lands is omitted herein.

2. The oil and gas wells located on the Lands, including but not limited to those described on **Exhibit B**, ("Wells"), and all personal property and equipment located on or used or held for use in connection with the operation of the Assets as of the Effective Time.

3. The rights, to the extent transferable, in and to all existing and effective unitization and pooling agreements, declarations and orders, and the properties covered and the units created thereby to the extent that they relate to or affect any of Assignors' Leases, Lands, Wells, Hydrocarbons and other interests described in Paragraphs 1 and 2 or the production of Hydrocarbons, if any, attributable to said Leases, Lands, Wells, and other interests after the Effective Time.

4. The rights, to the extent transferable, in and to all oil, gas, liquids, condensate, casinghead gas and natural gas sales, purchase, exchange, gathering, transportation and processing contracts, joint operating agreements, balancing agreements, joint venture agreements, participation agreements, partnership agreements, farmout agreements and other contracts, agreements and instruments, insofar and only insofar, as they relate to any of the Assets and other interests described in Paragraphs 1, 2, 3 and 5.

5. All personal property, fixtures, facilities, machinery, improvements, permits, licenses, approvals, orders, authorizations, franchises, servitudes, rights-of-way, easements, surface leases, road use agreements and other surface rights. All wells, tanks, boilers, buildings, pipelines, interconnects,

EXHIBIT B

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT BILL OF SALE AND CONVEYANCE

DATED EFFECTIVE DECEMBER 31, 2013

BY AND BETWEEN TREK AEC, LLC, ET AL, ASSIGNORS AND AMERICAN NITROGEN REJECTION, LLC, ASSIGNEE

LEASE	WELL	API_NUMBER	S	TWN	DIR	RNG	DIR	COUNTY	STATE
REEHLING TRUST 'B'	3	15-017-20826	1	20 S		7 E		CHASE	KS
RHEELING TRUST 'B'	1	15-017-20809	1	20 S		7 E		CHASE	KS
BOWER	1-2	15-017-20080	2	20 S		7 E		CHASE	KS
BOWER 'A'	1-2	15-017-20758-0001	2	20 S		7 E		CHASE	KS
WARD RANCH 'A'	1	15-017-20816	21	19 S		7 E		CHASE	KS
MUSHRUSH	1-26	15-017-20497-0001	26	19 S		7 E		CHASE	KS
THURSTON	1-27	15-017-20092-0001	27	19 S		7 E		CHASE	KS
GIGER 'A'	1	15-017-20823	28	19 S		7 E		CHASE	KS
PRETZER 'A'	1	15-017-20817	28	19 S		7 E		CHASE	KS
DAVIS/GIGER 'B' GAS UNIT	1	15-017-20860	29	19 S		7 E		CHASE	KS
GIGER 'B'	1	15-017-20824	29	19 S		7 E		CHASE	KS
KISSEL	1-29	15-017-20081-0001	29	19 S		7 E		CHASE	KS
FANKHAUSER TRUST 'E'	1	15-017-20843	32	19 S		7 E		CHASE	KS
FANKHAUSER	1-33	15-017-20091-0001	33	19 S		7 E		CHASE	KS
Wood 'A'	1	15-017-20828	33	19 S		7 E		CHASE	KS
MCCALLUM SIMMONS GAS UNIT	1	15-017-20858	34	19 S		7 E		CHASE	KS
STARKEY 'A'	1	15-017-20800	34	19 S		7 E		CHASE	KS
STAUFFER	1-35	15-017-20089	35	19 S		7 E		CHASE	KS
STAUFFER	3-35	15-017-20126	35	19 S		7 E		CHASE	KS
STAUFFER	5-35	15-017-20373-0001	35	19 S		7 E		CHASE	KS
STAUFFER	8-35	15-017-20789	35	19 S		7 E		CHASE	KS
TALBOT	1-23	12-079-20679	23	23 S		6 W		HARVEY	KS

KATHY J. SWIFT
 REGISTER OF DEEDS
 CHASE COUNTY, KANSAS

RECORDED ON
 1/23/2014 11:20 AM
 BOOK: L-180 PAGE: 164-182
 REC FEE: 80.00
 PAGES: 19

ASSIGNMENT, BILL OF SALE AND CONVEYANCE



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 1/23/2014 10:50:00 AM

STATE OF KANSAS §
 COUNTIES OF CHASE AND HARVEY §

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NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby **SELL, ASSIGN, TRANSFER, GRANT, BARGAIN** and **CONVEY** to Assignee, effective as of the Effective Time, and subject to the terms of this Assignment, all of Assignors' right, title and interest in and to the following (all of which are called the "Assets"):

1. All oil and gas and mineral leases, subleases and other leasehold, royalty, overriding royalty, net profits, production payments, mineral fee, carried and other interests owned by Assignors, including but not limited to all of Assignors' interest in the leases (and any amendments thereto and ratifications thereof) described in **Exhibit A** attached hereto and made a part hereof ("Leases") and the lands described in said Leases and any amendments thereto ("Lands"), owned by Assignors associated with said Leases, Lands and/or Wells (as hereinafter defined), and all right, title and interest in and to the oil, gas and all other hydrocarbons in, on or under the Lands and non-hydrocarbons and other products, whether liquid or gaseous, produced in association therewith ("Hydrocarbons") after the Effective Time, even though such interests in the Leases or Lands covered thereby are incorrectly or qualitatively or quantitatively deficiently and/or insufficiently described herein or a description of any such interest in the Leases or Lands is omitted herein.

2. The oil and gas wells located on the Lands, including but not limited to those described on **Exhibit B**, ("Wells"), and all personal property and equipment located on or used or held for use in connection with the operation of the Assets as of the Effective Time.

3. The rights, to the extent transferable, in and to all existing and effective unitization and pooling agreements, declarations and orders, and the properties covered and the units created thereby to the extent that they relate to or affect any of Assignors' Leases, Lands, Wells, Hydrocarbons and other interests described in Paragraphs 1 and 2 or the production of Hydrocarbons, if any, attributable to said Leases, Lands, Wells, and other interests after the Effective Time.

4. The rights, to the extent transferable, in and to all oil, gas, liquids, condensate, casinghead gas and natural gas sales, purchase, exchange, gathering, transportation and processing contracts, joint operating agreements, balancing agreements, joint venture agreements, participation agreements, partnership agreements, farmout agreements and other contracts, agreements and instruments, insofar and only insofar, as they relate to any of the Assets and other interests described in Paragraphs 1, 2, 3 and 5.

5. All personal property, fixtures, facilities, machinery, improvements, permits, licenses, approvals, orders, authorizations, franchises, servitudes, rights-of-way, easements, surface leases, road use agreements and other surface rights. All wells, tanks, boilers, buildings, pipelines, interconnects,

injection facilities, saltwater disposal facilities, compression facilities, treatment facilities, processing facilities, metering or other equipment, gathering systems, other appurtenances and facilities), if any, located on or used or held for use in connection with or otherwise related to the exploration for or production, compression, gathering, treatment, processing, storing, sale, or disposal of Hydrocarbons or water produced from the Assets and other interests described in Paragraphs 1 through 4 to the extent that they are located on or used in the operation of such Assets and other interests as of the Effective Time, and all contract rights (including rights under leases to third parties) related thereto. More specifically, this Assignment does include all the personal property and improvements appurtenant to or used in connection with, including without limitation, the tanks, dehydrators, separators, compressors and other equipment located on or about the Leases.

This Assignment is made and accepted expressly subject to the following terms and conditions:

A. THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE AND WITHOUT WARRANTY OF ANY OTHER KIND, EITHER EXPRESS, IMPLIED OR STATUTORY. ASSIGNEE ACKNOWLEDGES AND AFFIRMS THAT THE ASSETS HAVE BEEN UTILIZED FOR THE PURPOSE OF EXPLORATION, PRODUCTION AND DEVELOPMENT OF OIL AND GAS, AND THAT THE ASSETS ARE CONVEYED IN THEIR "AS IS, WHERE IS" CONDITION, WITH ALL EXISTING FAULTS. ASSIGNORS EXPRESSLY DISCLAIM AND NEGATE ANY WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, FIXTURES AND ITEMS OF MOVABLE PROPERTY COMPRISING ANY PART OF THE ASSETS, INCLUDING (i) MERCHANTABILITY OR CONDITION, (ii) FITNESS FOR A PARTICULAR PURPOSE, (iii) CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF ASSIGNEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (v) ANY CLAIM BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT SAID PERSONAL PROPERTY, FIXTURES, EQUIPMENT, AND ITEMS ARE BEING CONVEYED TO ASSIGNEE "AS IS," "WHERE IS," WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

B. Assignors hereby grant and transfer to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce covenants, representations and warranties, if any, given by others with respect to the Assets, to the extent of the interests assigned hereunder.

C. Assignee accepts the Assets subject to and assumes and agrees to pay, perform, fulfill and discharge all claims, costs (including but not limited to ad valorem, production, severance or excise taxes), expenses, liabilities (including but not limited to gas imbalances and environmental) and obligations in any way associated with or related to the Assets occurring on or after the Effective Time. Assignee shall be entitled to all revenues attributable to the Assets after the Effective Time. Assignee agrees to defend, indemnify, save and hold harmless Assignors and their affiliates, officers, directors, shareholders, representatives, employees, agents and their successors and assigns, forever from and against all claims, costs (including reasonable attorneys' fees and court costs), expenses, losses, damages and liabilities incurred by any such indemnified party for any matters arising in connection with the Assets, with respect to events occurring on or after the Effective Time to the extent of the interest conveyed to Assignee herein.

Each Assignor agrees to pay, perform, fulfill and discharge all claims, costs (including but not limited to ad valorem, production, severance or excise taxes), expenses, liabilities (including but not limited to gas imbalances and

environmental) and obligations in any way associated with or related to the Assets occurring prior to the Effective Time. Each Assignor shall be entitled to all revenues attributable to the Assets prior to the Effective Time. **Each Assignor agrees to defend, indemnify, save and hold harmless Assignee and its affiliates, officers, directors, shareholders, representatives, employees, agents and their successors and assigns forever from and against all claims, costs (including reasonable attorneys' fees and court costs), expenses, losses, damages and liabilities incurred by any such indemnified party for any matters arising in connection with the Assets, with respect to events occurring prior to the Effective Time.**

D. Assignee agrees to assume responsibility for its proportionate share of plugging requirements or exceptions thereto, including bonding requirements in and on said Wells and all other personal property used or obtained in connection therewith, from and after the Effective Time.

E. Unless provided otherwise, all recording references in Exhibit A hereto are to the official real property records of the county(ies) in which the Assets are located.

F. This Assignment binds and inures to the benefit of Assignors and Assignee and their respective successors and assigns.

G. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.

H. EXCEPT FOR MATTERS OF TITLE, WHICH SHALL BE DETERMINED UNDER THE LAWS OF THE APPLICABLE LOCAL JURISDICTION, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS, WITHOUT REGARD TO ANY CONFLICTS OF LAW, RULE OR PRINCIPLE THAT MIGHT REFER SAME TO THE LAWS OF ANOTHER JURISDICTION.

I. The parties hereto covenant that each will, without further consideration and whenever and as often as reasonably requested to do so by the other parties, their successors and assigns, use reasonable efforts to execute and deliver such additional documents and instruments of conveyance, transfer and assignment and to do or cause to be done all things necessary, proper or advisable to more effectively grant, sell, convey, assign, transfer and deliver to Assignee the Assets.

J. Assignors and Assignee recognize that post-closing accounting adjustments may be required in accordance with the terms of this Assignment, Bill of Sale and Conveyance to properly allocate revenues, expenses and ad valorem, severance or other taxes between Assignors and Assignee based on their respective ownership of the Assets relative to the Effective Time. Assignors and Assignee agree that Assignors shall be paid for their proportionate share of all oil above the load line as of the Effective Time as a post-closing accounting adjustment. Assignors and Assignee agree that the parties will periodically account to each other for such revenues, expenses and taxes, but shall in good faith attempt to conclude such post-closing settlement no later than sixty (60) days from the closing date.

TO HAVE AND TO HOLD unto said Assignee, its successors and assigns, the above described Assets, in accordance with the terms, covenants and conditions as set out above, without warranty, either express or implied, except the warranties, covenants and agreements specifically set forth herein.

201400044

KATHY J. SWIFT
REGISTER OF DEEDS
CHASE COUNTY, KANSAS

RECORDED ON
12/20/13 10:20 AM
BOOK: L-180 PAGE: 164-182
REC FEE: 80.00
PAGES: 19

IN WITNESS WHEREOF, this Assignment is executed to all purposes as of the Effective Time.

ASSIGNORS:

ASSIGNEE

TREK AEC, LLC

AMERICAN NITROGEN REJECTION, LLC

By: [Signature]
Name: Leslie J. Wylie
Title: Sr. Vice President
Address: 4925 Greenville Ave., Ste. 915
Dallas, TX 75206

By: [Signature]
Name: Paul Puerzer
Title: Manager
Address: 2501 Rosegate
St. Paul, MN
55113

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 20th day of December, 2013 by Leslie J. Wylie, as Sr. Vice President of TREK AEC, LLC, a Texas limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 20th day of December, 2013.

My commission expires: [Signature]
Notary Public, State of Texas



STATE OF MINNESOTA

COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this 2nd day of January, 2014 by Paul Puerzer, as Manager of AMERICAN NITROGEN REJECTION LLC, a Minnesota limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 2nd day of January, 2014.

My commission expires: 1/31/2015
[Signature]
Notary Public, State of Minnesota



ASSIGNORS

ALAN L. DEGOOD FAMILY TRUST DTD. 8/30/05

By: Alan L. DeGood
Name: Alan L. DeGood Family Trust
Title: Trustee
Address: 1233 Autumn Drive
Goddard, KS 67052-8447

STATE OF KANSAS

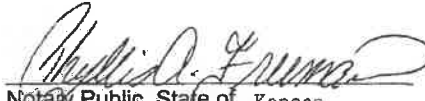
COUNTY OF SEDGWICK

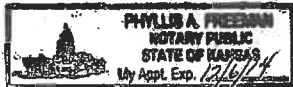
The foregoing instrument was acknowledged before me this 18th day of December, 2013 by Alan L. DeGood, as Trustee of the **ALAN L. DEGOOD FAMILY TRUST DTD. 8/30/05**, on behalf of said Trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 18th day of December, 2013.

My commission expires:

12/6/14


Notary Public, State of Kansas
Phyllis A. Freeman



201400044

**KATHY J. SWIFT
REGISTER OF DEEDS
CHASE COUNTY, KANSAS
RECORDED ON
01/23/2014 11:20 AM
BOOK: L-180 PAGE: 164-182
REC FEE: 80.00
PAGES: 19**

ASSIGNORS:



BERNIE PETERSON
Address: 8867 Tanglewood Trail
Chagrin Falls, OH 44023-5640

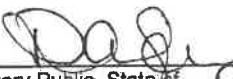
STATE OF OHIO
COUNTY OF CRAWFORD

OHIO, BEFORE ME, the undersigned authority, a Notary Public in and for the State of OHIO, on this day personally appeared BERNIE PETERSON, known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed on behalf of himself.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 23 day of December, 2013.

My Commission Expires:

10/22/17


Notary Public, State of Ohio



ASSIGNORS:

SARATOGA ROYALTY LP

By: _____
its general partner

By: _____
Name: _____
Title: _____
Address: P. O. Box 141356
Dallas, TX 75214

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ as _____ of _____, a _____, on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this ____ day of _____, 2013.

My commission expires: _____

Notary Public, State of _____

ASSIGNORS:

CYRUS LAND & ROYALTY, LLC

By: _____
Name: _____
Title: _____
Address: P. O. Box 3025
Oklahoma City, OK 07301

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2013 by _____, as _____ of CYRUS LAND & ROYALTY, LLC, a _____ limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this ____ day of _____, 2013.

My commission expires:

Notary Public, State of _____

ASSIGNORS:

MITCHELL FAMILY PROPERTIES, LLC

By: _____
Name: _____
Title: _____
Address: P. O. Box 580
Haskell, OK 74436

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2013 by _____, as _____ of MITCHELL FAMILY PROPERTIES, LLC, a _____ limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this ____ day of _____, 2013.

My commission expires: _____

Notary Public, State of _____

ASSIGNORS:

Frank S. Mize
FRANK S. MIZE
Address: 8010 East Old Mill
Wichita, KS 67226

STATE OF Kansas
COUNTY OF Sedgwick

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Kansas, on this day personally appeared Frank S. Mize, known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed on behalf of himself.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 19 day of December, 2013.

My Commission Expires:
September 4, 2017

Jerta Boei
Notary Public, State of Kansas



ASSIGNORS:

MILLIKEN INVESTMENTS, LLC

By: [Signature]
Name: Stephen Milliken
Title: Manager
Address: P. O. Box 181
Mayflower, AR 72106

STATE OF Arkansas
COUNTY OF Pulaski

The foregoing instrument was acknowledged before me this 19 day of December, 2013 by Stephen Milliken, as Manager of MILLIKEN INVESTMENTS, LLC, a Arkansas limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 19 day of December, 2013:

My commission expires:

9/30/2020

[Signature]
Notary Public, State of Arkansas



ASSIGNORS:

BUFFALO CREEK OIL & GAS, LLC

By: _____
Name: _____
Title: _____
Address: 21 South Clark Street, Suite 3980
Chicago, IL 60603

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2013 by _____, as _____ of BUFFALO CREEK OIL & GAS, LLC, a _____ limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this ____ day of _____, 2013.

My commission expires:

Notary Public, State of _____

ASSIGNORS:

HYDE RESOURCES, INC.

By: Thomas Hyde
Name: Thomas Hyde
Title: President
Address: 9202 Autumn Chase
Wichita, KS 67206

STATE OF KANSAS

COUNTY OF SEDGWICK

The foregoing instrument was acknowledged before me this 19th day of December, 2013 by Thomas Hyde, as President of HYDE RESOURCES, INC., a _____ corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 19th day of December, 2013.

My commission expires:

12/6/14

Phyllis A. Freeman
Notary Public, State of KANSAS
Phyllis A. Freeman



ASSIGNORS:

TREK SOC, LLC

By: [Signature]
Name: Leslie J. Wylie
Title: Senior Vice President
Address: 4925 Greenville Ave., Ste. 915
Dallas, TX 75206

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 17 day of December, 2013 by Leslie J. Wylie, as Senior Vice President TREK SOC, LLC, a Texas limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 17 day of December, 2013.

My commission expires:

June 7, 2017

[Signature]
Notary Public, State of Texas

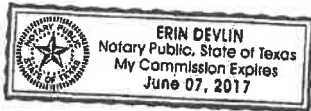


EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE DATED EFFECTIVE DECEMBER 31, 2013 BY AND BETWEEN TREK AEC, LLC, ET AL, ASSIGNORS AND AMERICAN NITROGEN REJECTION, LLC, ASSIGNEE

Prospect Name	Lease #	Lessor	Lessee	Date	Legal Description	County	ST	Vol	Recording Page	Entry #	
ELMDALE PROSPECT DIVESTITURE	AEC-KS-008-017-0001-000	ROBERT MUSHRUSH ET UX	TEJAS ENERGY RESOURCES, INC.	8/1/1997	S/2 SW/4 OF SECTION 26-T19S-R7E	CHASE	KS	L115	323		
ELMDALE PROSPECT DIVESTITURE	AEC-KS-008-017-0002-000	VERN STARKEY, ET UX	AMERICAN ENERGIES CORPORATION	5/15/2000	S/2 NE/4 SECTION 34-19S-7E, CHASE COUNTY, KANSAS	CHASE	KS	L125	379		
ELMDALE PROSPECT DIVESTITURE	AEC-KS-008-017-0005-000	WALLACE W. THURSTON, TRUSTEE	J. FRED HAMBRIGHT INC	7/9/2001	S/2 SW/4 OF SECTION 27-T19S-R7E	CHASE	KS	L131	15		
ELMDALE PROSPECT DIVESTITURE	AEC-KS-008-017-0007-000	HARRY B STAUFFER, ET UX	J. FRED HAMBRIGHT INC	11/24/1981	NW/4 OF SECTION 35-T19S-R7E	CHASE	KS	L58	225		
ELMDALE PROSPECT DIVESTITURE	AEC-KS-008-017-0008-000	JOYCE S. RUBENSTEIN, TRUSTEE	AMERICAN ENERGIES CORPORATION	6/25/2003	PART OF N/2 NE/4 OF SECTION 33-T19S-R7E EAST OF THE RIGHT-OF-WAY OF THE ATCHINSON, TOPEKA AND SANTE FE RAILROAD, CONTAINING 65 ACRES, MORE OR LESS	CHASE	KS	L-142	159		
ELMDALE PROSPECT DIVESTITURE	AEC-KS-008-017-0009-000	JEAN E. REEHLING, REV L/VG TR	AMERICAN ENERGIES CORPORATION	2/16/2001	NW/4 OF SECTION 1-T20S-R7E, LESS AND EXCEPT THE NW/4 NW/4 NW/4	CHASE	KS	L137	204		
ELMDALE PROSPECT DIVESTITURE	AEC-KS-008-017-0001-000	VERNE FANKHAUSER REV TR DTD 12/70/91	AMERICAN ENERGIES CORPORATION	11/1/2002	S/2 OF SECTION 32-T19S-R7E	CHASE	KS	L-138	12		
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0002-000	VERNE FANKHAUSER, TRUSTEE OF REVOCABLE TRUST FANKHAUSER	AMERICAN ENERGIES CORPORATION	6/18/2002	PART OF N/2 SW/4 OF SECTION 27-T19S-R7E, SOUTH AND EAST OF HIGHWAY AND RAILROAD RIGHT-OF-WAY &	CHASE	KS	L-137	240		
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0003-000	WARD RANCH, LLC, ET AL	J. FRED HAMBRIGHT INC	11/10/2000	PART OF SE/4 OF SECTION 28-T19S-R7E, SOUTH AND EAST OF HIGHWAY AND RIGHT-OF-WAY. TWO TRACTS DESCRIBED AS FOLLOWS:	CHASE	KS	L131	125		
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0004-000	GALEN & GWEN E. SIMMONS	J. FRED HAMBRIGHT INC	7/16/2001	PART OF THE E/2 SW/4 OF SECTION 21-T19S-R7E POB AT THE NW CORNER OF THE SW/4; THENCE SOUTH ALONG THE WEST LINE OF THE E/2 SW/4 665'; THENCE EAST 395'; THENCE NORTH 300'; THENCE EAST PARALLEL TO THE NORTH LINE OF THE E/2 SW/4 927.8' TO THE EAST LINE OF THE E/2 SW/4; THENCE NORTH 475' TO THE NORTHEAST CORNER OF THE E/2 SW/4; THENCE WEST 1323.6' TO THE POB &	CHASE	KS	L131	16		
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0005-000	MELIZENT DAVIS	J. FRED HAMBRIGHT INC	7/12/2001	PART OF SW/4 OF SECTION 21-T19S-R7E COMMENCING AT THE SE CORNER OF THE SW/4; THENCE WESTERLY ON THE SOUTH LINE OF THE SW/4 S89.45°50'W 413.95' TO THE POB; THENCE CONTINUING S89.45°50'W ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR A DISTANCE OF 210.48'; THENCE N00.3550°W 414.09'; THENCE N89.5209°E 210.48'; THENCE S00.3550°E 413.77' TO THE POB	CHASE	KS	L131	387		

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE DATED EFFECTIVE DECEMBER 31, 2013 BY AND BETWEEN TREK AEC, LLC, ET AL, ASSIGNORS AND AMERICAN NITROGEN REJECTION, LLC, ASSIGNEE

Prospect Name	Lease #	Lessor	Lessee	Date	Legal Description	County	ST	Vol	Recording Page	Entry #
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0008-000	EDWIN G GIGER, ET UX	J. FRED HAMBRIGHT INC	11/15/2000	PART OF N/2 SE/4 OF SECTION 28-T19S-R7E LYING WEST AND NORTH OF U. S. HIGHWAY 50 AND RAILROAD RIGHT OF WAY & N/2 SW/4 OF SEC 28-T19S-R7E &	CHASE	KS	L127	395	
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0007-000	CHARLES C PRETZER ET UX	J. FRED HAMBRIGHT INC	12/11/2000	N/2 NE/4 OF SECTION 28-T19S-R7E	CHASE	KS	L128	227	
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0008-000	RICHARD D. & BEVERLY MCCALLUM	AMERICAN ENERGIES CORPORATION	10/13/2003	W/2 NW/4 OF SECTION 34-T19S-R7E	CHASE	KS	L145	141	
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0010-000	ALAN D & CAROL L GIGER, HUSBAND AND WIFE	J. FRED HAMBRIGHT INC	11/09/2000	PART OF S/2 SE/4 OF SECTION 28-T19S-R7E LYING WEST AND NORTH OF U. S. HIGHWAY 50 SOUTH, CONTAINING 35 ACRES, MORE OR LESS & PART OF S/2 SW/4 OF SECTION 28-T19S-R7E, LESS AND EXCEPT PART OF S/2 SW/4 OF SECTION 28-T19S-R7E COMMENCING AT A POINT 52 RODS NORTH OF THE SW CORNER OF SAID SECTION 28 AND UPON THE WEST SECTION LINE; THENCE NORTH 9 RODS TO THE POB; THENCE NORTH TO THE SOUTH BOUNDARY OF THE N/2 SW/4 OF SAID SECTION 28; THENCE EAST 88 RODS ALONG SAID SOUTH BOUNDARY OF SAID N/2 SW/4; THENCE SOUTH TO A POINT APPROXIMATELY 52 RODS NORTH OF THE SOUTH LINE OF SAID SW/4; THENCE WEST TO A POINT 22 RODS EAST OF THE WEST LINE OF SAID SW/4; THENCE NORTH 9 RODS; THENCE WEST 22 RODS TO POB, CONTAINING 65 ACRES, MORE OR LESS & SE/4 OF SECTION 28-T19S-R7E	CHASE	KS	L-128	158	

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE DATED EFFECTIVE DECEMBER 31, 2013 BY AND BETWEEN TREK AEC, LLC, ET AL, ASSIGNORS AND AMERICAN NITROGEN REJECTION, LLC, ASSIGNEE

Prospect Name	Lease #	Lessor	Lessee	Date	Legal Description	County	ST	Vol	Recording Page	Entry #
ELMDALE PROSPECT DVESTITURE	AEC-KS-009-017-0011-000	EARL COPE WOOD, ET UX	J. FRED HAM/BRIGHT INC	7/19/2001	W1/2 NW1/4 SECTION 33-19S-7E & PART OF W1/2 NE1/4 OF SECTION 33-T19S-R7E LYING WEST OF THE ATCHINSON, TOPEKA & SANTA FE RAILWAY RIGHT OF WAY AND WEST OF US. HIGHWAY CONTAINING 72 ACRES, MORE OR LESS & E1/2 NW1/4 OF SECTION 33-T19S-R7E, LYING WEST OF THE ATCHINSON, TOPEKA & SANTA FE RAILWAY RIGHT OF WAY AND WEST OF US. HIGHWAY CONTAINING 72 ACRES, MORE OR LESS	CHASE	KS	L-131	242	12
ELMDALE PROSPECT DVESTITURE	AEC-KS-009-017-0012-000	RUTH W KISSEL, ET AL	AMERICAN ENERGIES CORPORATION	2/1/2002	NE1/4 OF SECTION 29-T19S-R7E	CHASE	KS	L133	242	
ELMDALE PROSPECT DVESTITURE	AEC-KS-009-017-0013-000	BETTY JUNE FANKHAUSER REV TR	AMERICAN ENERGIES CORPORATION	6/18/2002	PART OF S1/2 NE1/4 OF SECTION 33-T19S-R7E EAST OF THE RAILROAD AND SUBJECT TO THE HIGHWAY RIGHT OF WAY & PART OF E1/2 NW1/4 OF SECTION 33-T19S-R7E EAST OF THE RAILROAD AND SUBJECT TO THE HIGHWAY RIGHT OF WAY N1/2 SE1/4 OF SECTION 23-T23S-R2W	CHASE	KS	L137	242	
ELMDALE PROSPECT DVESTITURE	AEC-KS-060-079-0001-000	HOWARD & PRISCILLA TALBOT	AMERICAN ENERGIES CORPORATION	1/26/2007	INSOFAR AND ONLY INSOFAR AS IT COVERS THE TALBOT 1-23 GAS UNIT AS DESCRIBED IN THAT CERTAIN DECLARATION OF UNITIZATION OF OIL AND GAS LEASES RECORDED AUGUST 13, 2009, IN BOOK 415, ON PAGE 733, WITH THE REGISTER OF DEEDS, HARVEY COUNTY, KANSAS	HARVEY	KS	404	108	
ELMDALE PROSPECT DVESTITURE	AEC-KS-060-079-0002-000	JAMES A. WILL	AMERICAN ENERGIES CORPORATION	2/1/2007	S1/2 SE1/4 OF SECTION 23-T23S-R2W	HARVEY	KS	404	117	
ELMDALE PROSPECT DVESTITURE	AEC-KS-060-079-0003-000	PHYLLIS NEUFELD REV TRUST	AMERICAN ENERGIES CORPORATION	2/16/2007	INSOFAR AND ONLY INSOFAR AS IT COVERS THE TALBOT 1-23 GAS UNIT AS DESCRIBED IN THAT CERTAIN DECLARATION OF UNITIZATION OF OIL AND GAS LEASES RECORDED AUGUST 13, 2009, IN BOOK 415, ON PAGE 733, WITH THE REGISTER OF DEEDS, HARVEY COUNTY, KANSAS	HARVEY	KS	404	110	
ELMDALE PROSPECT DVESTITURE	AEC-KS-060-079-0004-000	NEVA KELLER TRUST	AMERICAN ENERGIES CORPORATION	2/16/2007	SOUTH 50 ACRES OF NW1/4 OF SECTION 23-T23S-R2W	HARVEY	KS	404	105	
ELMDALE PROSPECT DVESTITURE	AEC-KS-060-079-0005-000	NEVA KELLER TRUST	AMERICAN ENERGIES CORPORATION	2/16/2007	INSOFAR AND ONLY INSOFAR AS IT COVERS THE TALBOT 1-23 GAS UNIT AS DESCRIBED IN THAT CERTAIN DECLARATION OF UNITIZATION OF OIL AND GAS LEASES RECORDED AUGUST 13, 2009, IN BOOK 415, ON PAGE 733, WITH THE REGISTER OF DEEDS, HARVEY COUNTY, KANSAS	HARVEY	KS	404	105	

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE DATED EFFECTIVE DECEMBER 31, 2013 BY AND BETWEEN TREK AEC, LLC, ET AL., ASSIGNORS AND AMERICAN NITROGEN REJECTION, LLC, ASSIGNEE

Prospect Name	Lease #	Lessor	Lessee	Date	Legal Description	County	ST	Vol	Page	Recording Entry #
ELMDALE PROSPECT DIVESTITURE	AEC-KS-060-079-0005-000	NEVA J. DREESE REV TR	AMERICAN ENERGIES CORPORATION	3/16/2007	SW/4 OF SECTION 23-123S-R2W EXCEPT TRACT BEGINNING AT SW/CORNER OF SAID SW/4 THENCE NORTH 303'; THENCE EAST 691'; THENCE SOUTH 303'; THENCE WEST 691' TO POB. ALSO EXCEPT TRACT DESCRIBED AD BEGINNING NW/CORNER OF SAID SW/4; THENCE BEARING ASSUMED DUE SOUTH ALONG WEST LINE OF SAID SW/4 FOR 960'; THENCE BEARING N. 89 DEG. 20 MIN 20 SEC EAST FOR 901.12' TO POINT OF BEGINNING; THENCE BEARING N 89 DEG. 20 MIN 20 SEC E FOR 425'; THENCE BEARING NORTH PARALLEL WITH WEST LINE OF SAID SW/4 FOR 400.00'; THENCE BEARING S. 89 DEGREES 20 MIN 20 SEC W. FOR 425'; THENCE WITH BEARING DUE SOUTH PARALLEL WITH THE WEST LINE OF SAID SW/4 FOR 400.00' TO THE POINT OF BEGINNING	HARVEY	KS	404	523	

INSOFAR AND ONLY INSOFAR AS IT COVERS THE TALBOT 1-23 GAS UNIT AS DESCRIBED IN THAT CERTAIN DECLARATION OF UNITIZATION OF OIL AND GAS LEASES RECORDED AUGUST 13, 2009, IN BOOK 415, ON PAGE 733, WITH THE REGISTER OF DEEDS, HARVEY COUNTY, KANSAS

EXHIBIT B

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT BILL OF SALE AND CONVEYANCE

DATED EFFECTIVE DECEMBER 31, 2013

BY AND BETWEEN TREK AEC, LLC, ET AL, ASSIGNORS AND AMERICAN NITROGEN REJECTION, LLC, ASSIGNEE

LEASE	WELL	API NUMBER	S	TWN	DIR	RNG	DIR	COUNTY	STATE
REEHLING TRUST 'B'	3	15-017-20826	1	20 S	7 E	7 E		CHASE	KS
RHEELING TRUST 'B'	1	15-017-20809	1	20 S	7 E	7 E		CHASE	KS
BOWER	1-2	15-017-20080	2	20 S	7 E	7 E		CHASE	KS
BOWER 'A'	1-2	15-017-20758-0001	2	20 S	7 E	7 E		CHASE	KS
WARD RANCH 'A'	1	15-017-20816	21	19 S	7 E	7 E		CHASE	KS
MUSHRUSH	1-26	15-017-20497-0001	26	19 S	7 E	7 E		CHASE	KS
THURSTON	1-27	15-017-20092-0001	27	19 S	7 E	7 E		CHASE	KS
GIGER 'A'	1	15-017-20823	28	19 S	7 E	7 E		CHASE	KS
PRETZER 'A'	1	15-017-20817	28	19 S	7 E	7 E		CHASE	KS
DAVIS/GIGER 'B' GAS UNIT	1	15-017-20860	29	19 S	7 E	7 E		CHASE	KS
GIGER 'B'	1	15-017-20824	29	19 S	7 E	7 E		CHASE	KS
KISSEL	1-29	15-017-20081-0001	29	19 S	7 E	7 E		CHASE	KS
FANKHAUSER TRUST 'E'	1	15-017-20843	32	19 S	7 E	7 E		CHASE	KS
FANKHAUSER	1-33	15-017-20091-0001	33	19 S	7 E	7 E		CHASE	KS
Wood 'A'	1	15-017-20828	33	19 S	7 E	7 E		CHASE	KS
MCCALLUM SIMMONS GAS UNIT	1	15-017-20858	34	19 S	7 E	7 E		CHASE	KS
STARKEY 'A'	1	15-017-20800	34	19 S	7 E	7 E		CHASE	KS
STAUFFER	1-35	15-017-20089	35	19 S	7 E	7 E		CHASE	KS
STAUFFER	3-35	15-017-20126	35	19 S	7 E	7 E		CHASE	KS
STAUFFER	5-35	15-017-20373-0001	35	19 S	7 E	7 E		CHASE	KS
STAUFFER	8-35	15-017-20789	35	19 S	7 E	7 E		CHASE	KS
TALBOT	1-23	12-079-20679	23	23 S	6 W	6 W		HARVEY	KS