KOLAR Document ID: 1406986

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form T-1 July 2014 Form must be Typed Form must be Signed All blanks must be Filled

REQUEST FOR CHANGE OF OPERATOR TRANSFER OF INJECTION OR SURFACE PIT PERMIT

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Check Applicable Boxes:	MUST be submitted with this form.
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:
Gas Gathering System:	·
Saltwater Disposal Well - Permit No.:	
Spot Location: feet from N / feet from E /	Legal Description of Lease.
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells **	Production Zone(s):
Field Name:	\ \frac{\frac}\fint}}}}{\frac}\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac}}}}}}}}{\frac}\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac}\fir}}}}}}{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac
** Side Two Must Be Completed.	Injection Zone(s):
Surface Pit Permit No.:	feet from N / S Line of Section feet from E / W Line of Section ettling Haul-Off Workover Drilling
Past Operator's License No.	Contact Person:
Past Operator's Name & Address:	Phone:
	Date:
Title:	Signature:
New Operator's License No.	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
	 Date:
Title:	Signature:
	sfer of injection authorization, surface pit permit # has been sas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation p interest in the above injection well(s) or pit permit.
is ack	nowledged as is acknowledged as
the new operator and may continue to inject fluids as a	authorized by the new operator of the above named lease containing the surface pit
Permit No.: Recommended action:	permitted by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC

KOLAR Document ID: 1406986

Side Two

Must Be Filed For All Wells

* Lease Name: .			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S	on Line	Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	<i>Circle</i> FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		- ·
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL		
		FSL/FNL	FEL/FWL		

A separate sheet may be attached if necessary

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

KOLAR Document ID: 1406986

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) CI	B-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R 🗌 East 🗌 West
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip: +	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: () Fax: ()	
Email Address:	_
Surface Owner Information:	
Name:	
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	_
are preliminary non-binding estimates. The locations may be entered. Select one of the following: I certify that, pursuant to the Kansas Surface Owner Notion owner(s) of the land upon which the subject well is or will	tank batteries, pipelines, and electrical lines. The locations shown on the plated on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted. The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted. The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted. The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted. The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.
CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number, for	orm being filed is a Form C-1 or Form CB-1, the plat(s) required by this ax, and email address.
KCC will be required to send this information to the surface). I acknowledge that, because I have not provided this information, the se owner(s). To mitigate the additional cost of the KCC performing this dress of the surface owner by filling out the top section of this form and the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form	dling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.
I hereby certify that the statements made herein are true and corre	ect to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

KATHY J. SWIFT REGISTER OF DEEDS CHASE COUNTY, KANSAS

ASSIGNMENT, BILL OF SALE AND CONVEYANCE /2014 11:20 AM

BOOK: L-180PAGE: 164-182 REC FEE: 80.00 PAGES: 19



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	9	TWN DIR	RNG DIR	COUNTY	STATE
REEHLING TRUST 'B'	3	15-017-20826	1	20 S	3 L	CHASE	KS
RHEELING TRUST 'B'	1	15-017-20809	1	20 S	3 Z	CHASE	KS
BOWER	1-2	15-017-20080	2	20 S	3 L	CHASE	KS
BOWER 'A'	1-2	15-017-20758-0001	2	S 02	7 E	CHASE	KS
WARD RANCH 'A'	1	15-017-20816	21	19 S	3 L	CHASE	KS
MUSHRUSH	1-26	15-017-20497-0001	56	S 61	3 L	CHASE	KS
THURSTON	1-27	15-017-20092-0001	27	S 61	3 L	CHASE	KS
GIGER 'A'	1	15-017-20823	28	19 S	7 E	CHASE	KS
PRETZER 'A'	1	15-017-20817	28	S 61	2 E	CHASE	KS
DAVIS/GIGER 'B' GAS UNIT	1	15-017-20860	53	19 S	3 Z	CHASE	KS
GIGER 'B'	1	15-017-20824	29	19 S	2 E	CHASE	KS
KISSEL	1-29	15-017-20081-0001	29	S 61	3 L	CHASE	KS
FANKHAUSER TRUST 'E'	1	15-017-20843	32	19 S	2 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	S
MCCALLUM SIMMONS GAS UNIT	1	15-017-20858	34	19 S	3 L	CHASE	ĸS
STARKEY 'A'	1	15-017-20800	34	19 S	2 E	CHASE	KS
STAUFFER	1-35	15-017-20089	35	19 S	3 Z	CHASE	KS
STAUFFER	3-35	15-017-20126	32	19 S	3 L	CHASE	ĸ
STAUFFER	5-35	15-017-20373-0001	35	19 S	3 Z	CHASE	KS
STAUFFER	8-35	15-017-20789	35	19 S	7 E	CHASE	KS
TALBOT	1-23	12-079-20679	23	23 S	M 9	HARVEY	KS

KATHY J. SWIFT REGISTER OF DEEDS CHASE COUNTY, KANSAS

ASSIGNMENT, BILL OF SALE AND CONVEYANCE/2014 11:20 AM

BOOK: L-180PAGE: 164-182 REC FEE: 80.00 PAGES: 19



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,

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:

- 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 EXISITING 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 aggress 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

PAGES: 19

IN WITNESS WHEREOF, this Assignment is executed to be ATTO AM all purposes as of the Effective Time. BOOK: L-180PAGE: 164-182 REC FEE: 80.00

ASSIGNORS:

ASSIGNEE

TREK AEC, LLC

AMERICAN NITROGEN REJECTION, LLC

Name: Lealie J. Wylje

Title: Sr. Vice President

Address: 4925 Greenville Ave., Ste. 915 Address: 250/

Dallas, TX 75206

By: Name: Pac

Title: MARRY

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this all 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 W day of December, 2013.

My commission expires:

SARAH M PUTMAN My Commission Expires October 13, 2017

Notary Public, State of

STATE OF MINNESOTA

COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this day of awang, 2013 by Paul Puerce, as Manager of AMERICAN NITROGEN REJECTION ILC, a Musicota limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 2

My commission expires:

Public, State of Notary

ASSIGNORS

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

By: Want belood; Name: Alan I Do Good 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 $18 \pm h$ day of 0.000 December ..., 2013 by 0.000 Alan I. 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

PHYLUS A BOTARY PUBLIC STATE OF HARESS IN MY Appt Exp. 12/16/14

Notal 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-180PAGE: 164-182
REC FEE: 80.00
PAGES: 19

ASSIGNORS:

BERNIE PETERSON

Address: 8867 Tanglewood Trail

Chagrin Falls, OH 44023-5640

STATE OF ONLO

BEFORE ME, the undersigned authority, a Notary Public in and for the State of , 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



SARATOGA ROYALTY LP 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 ___ said limited partnership. GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this ___day of ____, 2013. My commission expires: Notary Public, State of ___

ASSIGNORS:

ASSIGNORS:					
CYRUS LAND & ROYALT	Y, LLC				
Ву:					
Name:					
Title: Address: P. O. Box 3025					
Oklahoma City,	OK 07301				
Okianoma Oity,	31(0/30)				
İ					
STATE OF					
COUNTY OF					
The formation to an in-	ant was sales	aviladaad ba	iora ma thi	e da	v 0
The foregoing instrum	ent was ackii	as	ole lile un	of CYF	RUS
, 2013 by LAND & ROYALTY, LLC,	а	limited liabil	ity compan	y, on beha	lf o
said limited liability compai		-	•		
GIVEN UNDER MY 1		EAL OF OF	FICE, on	tnisday	V 0
My commission expires:					
		Notary	Public, Stat	e of	-

ASSIGNORS:

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

STATE OF <u>Vansas</u>, county of <u>Sedsurick</u>

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Vivision, on this day personally appeared Frank S Mi7g, 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

DEFENDER, 2013.

My Commission Expires:

September 4, 2017

Notary Public, State of Yoursas

ASSIGNORS:

MILLIKEN INVESTMENTS, LLC

By:
Name: Standard Multiplication
Title: Manage
Address: P. O. Box 181
Mayflower, AR 72106

COUNTY OF Pulaski

The foregoing instrument was acknowledged before me this day of day of day of MILLIKEN, as Manager of MILLIKEN INVESTMENTS, LLC, a Arkansa 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

Notary Public, State of Arkansas

SUSAN G. SCHERMER Notary Public-Arkansas Pulaski County My Commission Expires 09-30-2020 Commission # 12379001

ASSIGNORS:
BUFFALO CREEK OIL & GAS, LLC
Bv:
By: Name:
litle:
Address: 21 South Clark Street, Suite 3980 Chicago, IL 60603
6
STATE OF
COUNTY OF
The foregoing instrument was acknowledged before me thisday of, 2013 by, asof 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 thisday of, 2013.
My commission expires:
Notary Public, State of
Hotaly Fabilo, State of

ASSIGNORS:

TREK SOC, LLC

Name

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 estie J. Whie, as sentor vire western 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:

ERIN DEVLIN Notary Public, State of Texas My Commission Expires June 07, 2017

Friday. December 13, 2013 4:45:48 PM

EXHIBIT A

ATTACHED TO AND WADE 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

Orocenset Name	4 6 6 6 6	- 3						Recording	
Liospert Maille	# Acase #	- 1	ressee	Date	Legal Description	County	ST Vol	1	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 28-T/9S-R7E	CHASE	KS L116	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 1125	379	
ELMDALE PROSPECT DIVESTITURE	AEC-KS-008-017-0005-000	WALLACE W. THURSTON, TRUSTEE	J. FRED HAMBRIGHT INC	7/9/2001	S/2 SW4 OF SECTION 27-T19S-R7E	CHASE	KS L131	5	
ELMBALE PROSPECT DIVESTITURE	AEC-KS-008-017-0007-000	HARRY B STAUFFER, ET UX	J. FRED HAMBRIGHT INC	11/24/1981	NW/4 OF SECTION 35-119S-R7E	CHASE	KS 1.58	225	
ELMDALE PROSPECT DIVESTITURE	AEC-KS-008-017-0008-000	JOYCE S. RUBENSTEIN, TRUSTEE-	AMERICAN ENERGIES CORPORATION	6/25/2003	PART OF NIZ NEJ4 OF SECTION 33-T19S-R7E EAST OF THE RIGHT-OF-WAY OF THE ATCHINSON, TOPEKA AND SANTE FE RAILROAD, CONTAINING 65 ACRES, MORE, OR J. ESS	CHASE	KS L-142	159	
ELMDALE PROSPECT DIVESTITURE	AEC-KS-008-017-0009-000	JEAN E. REEHLING, REV LVG TR	AMERICAN ENERGIES CORPORATION	2/16/2001	NW/4 OF SECTION 1-T20S-R7E, LESS AND EXCEPT THE NW/4 NW/4 NW/4 NW/4	CHASE	KS L137	504	
ELMDALE PROSPECT DIVESTITÜRE	AEC-KS-009-017-0001-000	VERNE FANKHAUSER REV TR DTD 12/10/91	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	AMERICAN ENERGIES CORPORATION	6/18/2002	PART OF NZ SW/4 OF SECTION 27-T19S-R7E, SOUTH AND EAST OF HIGHWAY AND RAILROAD RIGHT-OF-WAY &	CHASE	KS L-137	240	
		FANKHAUSER			PART OF SE/4 OF SECTION 28-T19S-R7E, SOUTH AND EAST OF HIGHWAY AND RIGHT-OF-MAY				
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0003-000	WARD RANCH, LLC, ET.AL	J. FRED HAMBRIGHT INC	11/10/2000	PART OF SW/4 OF SECTION 21-119S-R7E LESS AND EXCEPT TWO TRACTS DESCRIBED AS FOLLOWS:	CHASE	ĶS L131	125	25
					PART OF THE E/2 SW/4-OF SECTION 21-T183-R7E POB AT THE NW CORNER OF THE E/2 SW/4; THENCE SOUTH ALONG THE WEST LINE OF THE E/2 SW/4; THENCE E/ST 395; THENCE NORTH 390; THENCE E/ST PARALLEL TO THE MOTH LINE OF THE E/2 SW/4 927.8 TO THE E/ST LINE OF THE E/2 SW/4; THENCE NORTH 475' TO THE NORTHEA/ST CORNER OF THE E/2 SW/4; THENCE WEST 1323.6' TO THE POB &				
					PART OF SWIA OF SECTION 21-119S-R7E COMMENCING AT THE SE CORMEROF THE SWIA, THENCE WESTERLY ON THE SOUTH LINE OF THE SWIA SP50°W 413.95 TO THE POB; THENCE CONTINUING S98-45'.50°W ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR A DISTANCE OF 210-48; THENCE NO0.35'50°W 41.09; THENCE NB9.22'09°E 210.48; THENCE S00.35'50°W 41.37" TO THE POB				
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0004-000	GALEN & GWEN E. SIMMONS	J. FRED HAMBRIGHT INC	7/16/2001	E/2 NW/4 OF SECTION 34-T19S-R7E	CHASE	KS L131	5	
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0005-000	MELIZENT DAVIS	J. FRED HAMBRIGHT INC	7/12/2001	W/Z NE/4 OF SECTION 32-T19S-R7E	CHASE	KS L131	387	

EXHIBIT A

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

								Rec	Recording	
Prospect Name	Lease #	Lessor	Lessee	Date	Legal Description	County	ST	Vol	Page E	Entry #
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0006-000 EDWIN G GIGER, ET UX	EDWIN G GIGER, ET UX	J. FRED HAMBRIGHT INC	11/9/2000	PART OF N/2 SE/4 OF SECTION 28-T/9S-R/7E LYING WEST AND NORTH-OF U. S. HIGHWAY 50 AND RAILROAD RIGHT OF WAY &	CHASE	KS L127	27	395	
					N/2 SW/4 OF SEC 28-T19S-R7E &					
		2: 2: 4: 1:		•	PART OF SIZ SWI4 OF SECTION 28-T19S-R7E COMMENCING AT A POINT BGY WORTH OF THE SW CORNER, THENCE EAST 1452; THENCE NORTH OF THE SOUTH BOUNDARY OF THE NZ SWI4 OF SAID SECTION; THENCE SOUTH TO POB CONTAMINING 16 ACRES MODE ON TESS, EXCEPT A TRACT OF LAND LYING IN THE SIZ SWI4 OF SAID SECTION THENCE SOUTH TO POB CONTAMINING 16 ACRES MODE ON LESS, EXCEPT A TRACT OF LAND LYING IN THE SIZ SWI4 OF SAID SECTION AND UPON THE WEST SECTION LINE A POB; THENCE EAST A DISTANCE OF 362; THENCE MOSTH A DISTANCE OF 148 5; THENCE FOR THE ADISTANCE OF 363; THENCE FOR THE SIZ SAID SECTION A DISTANCE OF 363; THENCE SOUTH 148.5' TO POB			*		
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0007-000 CHARLES C PRETZER ET UX	CHARLES C PRETZER ET UX	J. FRED HAMBRIGHT INC	12/11/2000	12/11/2000 N/2 NE/4 OF SECTION 28-T19S-R7E	CHASE	KS L128	28	227	
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0008-000	RICHARD D. &. BEVERLY MCCALLUM	AMERICAN ENERGIES CORPORATION	10/13/2003	W/Z NW/4 OF SECTION 34-719S-R7E	CHASE	KS L145	45	141	
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0010-000 ALAN D & CAROL I GIGER, HUSBAND AND WIFE	ALAN D & CAROL L GIGER, HUSBAND AND WIFE	J. FRED HAMBRIGHT INC	11/9/2000	PART OF S/2 SEV OF SECTION 28-T19S-R7E LYING WEST AND NORTHOF U.S. HIGHWAY 50 SOUTH, CONTAINING 38 ACRES, MORE OR LESS &	CHASE	KS L-128	128	158	

PART OF \$22 \$W/4 OF SECTION 28-T19S-R7E, LESS AND EXCEPT PART OF \$22 \$W/4 OF SECTION 28-T19S-R7E COMMIENORIOR AT POINT 52 RODS NORTH OF THE SW CORMER OF SAID SECTION 38 AND UPON THE WEST SECTION LINE; THENCE NORTH 9 RODS TO THE POB; THENCE NORTH TO THE SOUTH BOUNDARY OF THE NZ SW44 OF SAID SECTION 28, "THENCE EAST 88 RODS ALONG \$A,D \$20'THENCE SOUTH BOUNDARY OF SAID NORTH OF THE SOUTH LINE OF \$A,D \$20'THENCE SAID \$W/4; THENCE SOUTH LINE OF \$A,D \$20'THENCE WEST TO A POINT 22 RODS FAST OF THE WEST LINE OF \$A,D \$20'THENCE WEST TO A POINT 28 RODS; THENCE WEST LINE OF \$A,D \$20'THENCE WEST TO A POINT 32 RODS TO PHE WEST LINE OF \$A,D \$20'THENCE WEST ST RODS TO POB, CONTAINING 65 ARES, MORE OR LESS &

SE/4 OF SECTION 29-T19S-R7E

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	-		g.	
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0011-000	EARL COPE WOOD,	J. FRED HAMBRIGHT	7/9/2001	W/2 NW/4 SECTION 33-19S-7E &	CHASE	Ke I 131	- 1	Entry #
		Yo I	N.C.		PART OF WIZ NE4 OF SECTION 33-T19S-R7E, LYING WEST OF THE ATCHINSON, TOPEKA & SANTA FE RAILWAY RIGHT OF		2	Ži	
					WAY AND WEST OF US. HIGHWAY CONTAINING 72 ACRES, MORE OR LESS &				
					EZ NWI4 OF SECTION 33-T18S-R7E, LYING WEST OF THE ATCHINSON, TOPEKA & SANTA FE RAILWAY RIGHT OF WAY AND WEST OF US. HIGHWAY CONTAINING 72 ACRES, MORE OR LESS				
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0012-000 RUTH W KISSEL, ET AL AMERICAN ENERGIES CORPORATION	RUTH W KISSEL, ET AL	AMERICAN ENERGIES CORPORATION	2/1/2002	NEA OF SECTION 29-119S-R7E	CHASE	KS L133	242	
ELMDALE PROSPECT DIVESTITURE	AEC-KS-009-017-0013-000	BETTY JUNE FANKHAUSER REV TR	AMERICAN ENERGIES CORPORATION	6/18/2002	PART OF SIZ NE/4 OF SECTION 33-7195-R7E EAST OF THE RAILROAD AND SUBJECT TO THE HIGHWAY RIGHT OF WAY 8.	CHASE	KS L137	242	8
ELMDALE PROSPECT	AEC.KS.DRO.070 Anna Anna				PART OF E/2 NW/4 OF SECTION 33-179S-R7E EAST OF THE RAILROAD AND SUBJECT TO THE HIGHWAY RIGHT OF WAY				
DIVESTITURE	100-1 ppg-8 /g-pgg-py-g-y-		HOWARD & PRISCILLA AMERICAN ENERGIES TALBOT CORPORATION	1/26/2007	N/2 SE/4 OF SECTION 23-T23S-R2W	HARVEY	KS 404	108	
1					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				
ELMIDALE PROSPECT DIVESTITURE	AEC-KS-060-079-0002-000 JAMES A. WILL	JAMES A. WILL	AMERICAN ENERGIES CORPORATION	2/1/2007	•	HARVEY	KS 404	117	
					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				
ELMUALE PROSPECT DIVESTITURE	AEC-KS-060-079-0003-000	PHYLLIS NEUFELD REV TRUST	AMERICAN ENERGIES CORPORATION	2/16/2007	10N 23-T23S-R2W	HARVEY	KS 404	110	
To be did not be a second of the second of t					INSOFAR AND ONLY INSOFAR AS IT COVERS THE TALBOT 1.23 GAS UNIT AS DESCRIBED IN THAT CERTAIN DECLARATION OF UNITIZATION OF OLL AND GAS LEASES RECORDED ALIGUST 13, 2009, IN BOOK 415, ON PAGE 723, WITH THE REGISTER OF DEEDS, HARVEY COUNTY, KANSAS.				
DIVESTITURE	AEC-KS-060-078-0004-000 NEVA KELLER TRUST		AMERICAN ENERGIES CORPORATION	2/16/2007		HARVEY	KS 404	106	
					INSOFAR AND ONLY INSOFAR AS IT COVERS THE TALBOT 1-23 GAS UNITAS 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.				
Friday, December 13, 2013 4:45:49 PM	4:45:49 PM								

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

								Recording	ling	
Prospect Name	Lease #	Lessor	Lessee	Date	Legal Description	County	ST Vol	ol Page	Entry #	î î
ELMDALE PROSPECT DIVESTITURE	ÁEC-KS-080-079-0005-000 NEVA J. DREESE REV AMERICAN ENERGIES TR CORPORATION	NEVA J. OREESE REV TR	AMERICAN ENERGIES CORPORATION	3/16/2007	SW/4 OF SECTION 23-T23S-R2W	HARVEY	KS 404	25	523	i
					EXCEPT TRACT BEGINNING AT SW/CORNER OF SAID SW/4, THECE NORTH 303': THENCE EAST 691: THENCE SOUTH 303:					
					THENCE WEST 691 TO POB. ALSO EXCEPT TRACT DESCRIBED AD BEGINNING NAVICORNER OF SAID SWA! 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 DECREES OF MIN ON SEC. W. FOR 426°.					
					THENCE WITH BEARING DUE SOUTH PARALLEL WITH THE					
					WEST LINE OF SAID SW/4 FOR 400.00' TO THE POINT OF BEGINNING					i
					OF THE REPORT OF THE PROPERTY					
					INSUPAR AND UNLY INSUPAR AS IT COVERS THE TALBOT 1-23 GAS UNIT AS DESCRIBED IN THAT CERTAIN DECLARATION OF					
					UNITZATION OF OIL AND GAS LEASES RECORDED AUGUST 13, 2009, IN BOOK 415, ON PAGE 733, WITH THE REGISTER OF DEFDS HARVEY COLINTY KANSAS				19	

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

WELL APINUMBER OF TAKE ONE DIS DIS DIS COUNTY OF THE	WELL	API-NUMBER	۵		RNG	ALVI CO	
REEHLING TRUST 'B'	m	15-017-20826	1	20.5	7 0	1000	THE STATE OF
RHEELING TRUST 'B'	1	15-017-20809	-	200	7 L	CHASE	2
BOWER	1-2	15-017-30080	1 (2 6) I	CHASE	2
ROWFR 'A'	1 7	10000	7	507	7 1	CHASE	ম
Mann Santanian	7-1	15-017-50758-0001	7	20 S	7 E	CHASE	S
WARD RANCH A		15-017-20816	21	19 S	7 E	CHASE	Ş
MUSHRUSH	1-26	15-017-20497-0001	56	19 S	7 E	CHASE	N.
THURSTON	1-27	15-017-20092-0001	27	19.5	7 6	בולים בי	2 5
GIGER 'A'	4	15-017-20823	28	19 5	7 2	CHACE	2 5
PRETZER 'A'	Н	15-017-20817	28	2 0	7 6	CHASE	2
DAVIS/GIGER 'B' GAS UNIT	1	15-017-20860	200	10 5	7 2	CHASE	2
GIGER 'B'		15-017-20824	2	10 01	7 6	CHASE	2
KISSEL	1-29	15-017-20081-0001	200	2 0	u .	CHASE CHASE	2
FANKHAUSER TRUST 'E'	-	15 017 30042	3 8	C CT	/ E	CHASE	S
A POST OF THE POST		13-01/-20643	35	19 5	7 E	CHASE	S
FANKHAUSER	1-33	15-017-20091-0001	33	19 5	7 E	CHASE	2
Wood 'A'	H	15-017-20828	33	19.5	7 6	CHACE	2 5
MCCALLUM SIMMONS GAS UNIT	7	15-017-20858	34	101	, 6	10010	2 9
STARKEY 'A'	-	15-017-20800	22	100	1 ,	CHASE	2
STALIFFER	1 25	47 047 20000	5 8	e E	// [CHASE	S
	1.33	68007-710-01	33	19 S	7 E	CHASE	S
STAUFER	3-35	15-017-20126	35	19 5	7 E	CHASE	S
SIAUFER	5-35	15-017-20373-0001	35	19 S	7.6	CHASE	S
STAUFFER	8-35	15-017-20789	35	19 S	7.6	CHASE	2
TALBOT	1-23	12-079-20679	23	23.5	5 147	HARVEY	2 3