

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 _____

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: _____

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (hereinafter referred to as the "Assignment"), effective as of **May 1, 2018**, hereinafter referred to as the "Effective Time", is from **Lario Oil & Gas Company**, whose address is 301 S. Market Street, Wichita, KS, 67202; **Shakespeare Oil Company, Inc.** whose address is 202 West Main Street, Salem, IL. 62881; **Stelbar Oil Corporation, Inc.**, whose address is 1625 N Waterfront Parkway, Suite #200, Wichita, KS 67206-6602, **Hayes Oil & Gas, LLC.**, whose address is P O Box 108, Attica, KS 67009 , **Champlin Exploration, Inc.**, **OGPRO, Inc.** and **Meara Co.** whose address is P O Drawer 3488, Enid, OK 73702, , (hereinafter referred to collectively as "**Assignor**"), to **Pickrell Drilling Company, Inc.**, whose address is 100 S. Main., Ste. 505, Wichita, KS 67202 (hereinafter referred to as "**Assignee**");

WITNESSETH:

Assignor represents that it owns all the working interests in the oil and gas leases and the wells described in Exhibit A Parts 1 & 2, described herein as "Interests". It is Assignee's express intent to acquire 100% (100 percent) of Assignor's working interest in the "Interests" as they apply.

For valuable consideration, and the covenants and conditions set forth herein, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor hereby assigns, transfers, grants, bargains, sells and conveys to Assignee the following (all of which are herein referred to as the "Interests"):

1. An undivided 100% of Assignor's right, title and interest in and to the oil and gas leases described in Exhibit A, Part 1, attached hereto (the "Leases"), covering the lands described in Exhibit A (the "Land"), together with all the property and rights appurtenant or incident thereto, including without limitation (a) all rights of Assignor in oil, gas and associated substances and other minerals produced or producible from or attributable to the Leases or to any units, pooled areas or communitized areas that cover or include all or any portion of the Leases, and (b) all rights of Assignor in, to and under all operating agreements, exploration agreements, pooling or unitization agreements, farmout agreements, joint venture agreements, product purchase and sale contracts, pipeline and transportation agreements, processing and treatment agreements, leases, permits, rights-of-way, easements, licenses, options, orders, contracts and instruments in any relating to the Leases and the Land, and all amendments to any of the foregoing.

2. An undivided 100% of Assignor's right, title and interest in and to the certain well described in Exhibit "A", Part 2, (herein referred to as the "Wells"), together with the personal property, fixtures, improvements and other property, whether real, personal, or mixed, now or as of the Effective Time on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, injection, treatment, sale or disposal of hydrocarbons and all other substances produced therefrom or attributable thereto, including without limitation well equipment, casing, tubing, tanks, rods, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, pumps, motors, machinery, injection facilities, disposal facilities, field separators and liquid extractors, compressors, pipelines, gathering systems, power line, telephone and telegraph lines, roads, equipment leases, trailers, inventory in storage and all other appurtenances thereunto belonging.

3. An undivided 100% of Assignor's interest in options, right-of-ways, farmout agreements, exploration agreements and other agreements granting to Assignor the right to earn or otherwise acquire interests in the Wells.

TO HAVE AND TO HOLD the Interests unto Assignee, and its successors and assigns, forever. With respect to the Wells, personal property and equipment assigned hereby, this Assignment is made by Assignor and accepted by Assignee without representations, covenants or warranties as to title, either express or implied. This Assignment is executed by Assignor without any express or implied warranty or representation as to the merchantability of any of the equipment or its fitness for any purpose, and without any other express or implied warranty or representation whatsoever. It is understood and agreed that Assignee shall have inspected the property and premises and satisfied itself as to its physical and environmental condition, both surface and subsurface, and that Assignee shall accept all of the same in its "as is, where is" condition. In addition, Assignor makes no warranty or representation, express or implied, as to the accuracy or completeness of any data, information or materials heretofore or hereafter furnished Assignee in connection with the Interests, or as to the quality or quantity of hydrocarbon reserves (if any) attributable to the Interests or the ability of the Interests to produce hydrocarbons. Any and all such data, information and other materials furnished by

Assignor is provided Assignee as convenience and any reliance on or use of the same shall be at Assignee's sole risk.

By execution hereof, Assignee hereby assumes and agrees to pay and discharge or cause to be paid and discharged, from and after the Effective Time hereof, to perform or cause to be performed, all of Assignor's obligations and liabilities arising and attributable to times on or after Effective Time incurred in the ordinary course of the operation of the Interests on or after the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), instruments and other commitments to which the Interests are subject, and Assignor hereby agrees to pay and discharge or cause to be paid, performed and discharged, all obligations and liabilities arising and attributable to times before the Effective Time incurred in the ordinary course of the operation of the Interests before the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), pipeline construction, instruments and other commitments to which the Interests are subject. **As further consideration for this Assignment, Assignee expressly agrees to and does assume any and all liability and cost associated with the interest conveyed herein for the plugging and abandonment of the wells described in Exhibit "A", Part 2.**

Assignor will execute and deliver all such other additional instruments and documents and will do all such other acts and things as may be necessary more fully to assure to Assignee or its successors or assigns that all of the respective rights and interests herein and hereby granted or intended to be granted are granted.

By its acceptance of the terms of this Assignment and Bill of Sale, Assignee shall comply with and does hereby assume and agree to perform as to matters attributable to times on and after the Effective Time, Assignee's proportionate part of all express and implied covenants, obligations and reservations contained in the Leases, and the Interests assigned herein are subject to and shall bear their proportionate share of all of existing recorded lease burdens, overriding royalty interests and payments out of production relating to the Leases as of the Effective Time.


This Agreement may be executed by Purchaser and Seller in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Electronic and fax signatures shall be considered binding.

The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns

Executed this 20th day of April 2018, however, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

LARIO OIL & GAS COMPANY

By: 
Name: E.D. Stinson
Title: Senior Vice President – Land & Legal

SHAKESPEARE OIL COMPANY, Inc.

By: _____
Name: Donald R. Williams
Title: Vice President

Assignor is provided Assignee as convenience and any reliance on or use of the same shall be at Assignee's sole risk.

By execution hereof, Assignee hereby assumes and agrees to pay and discharge or cause to be paid and discharged, from and after the Effective Time hereof, to perform or cause to be performed, all of Assignor's obligations and liabilities arising and attributable to times on or after Effective Time incurred in the ordinary course of the operation of the Interests on or after the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), instruments and other commitments to which the Interests are subject, and Assignor hereby agrees to pay and discharge or cause to be paid, performed and discharged, all obligations and liabilities arising and attributable to times before the Effective Time incurred in the ordinary course of the operation of the Interests before the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), pipeline construction, instruments and other commitments to which the Interests are subject. **As further consideration for this Assignment, Assignee expressly agrees to and does assume any and all liability and cost associated with the interest conveyed herein for the plugging and abandonment of the wells described in Exhibit "A", Part 2.**

Assignor will execute and deliver all such other additional instruments and documents and will do all such other acts and things as may be necessary more fully to assure to Assignee or its successors or assigns that all of the respective rights and interests herein and hereby granted or intended to be granted are granted.

By its acceptance of the terms of this Assignment and Bill of Sale, Assignee shall comply with and does hereby assume and agree to perform as to matters attributable to times on and after the Effective Time, Assignee's proportionate part of all express and implied covenants, obligations and reservations contained in the Leases, and the Interests assigned herein are subject to and shall bear their proportionate share of all of existing recorded lease burdens, overriding royalty interests and payments out of production relating to the Leases as of the Effective Time.

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Executed this 20th day of April 2018, however, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

LARIO OIL & GAS COMPANY

By: _____
Name: E.D. Stinson
Title: Senior Vice President – Land & Legal

SHAKESPEARE OIL COMPANY, Inc.

By: Donald R. Williams
Name: Donald R. Williams
Title: Vice President

ASSIGNOR CONTINUED:

Stelbar Oil Corporation, Inc.

Hayes Oil & Gas, LLC.

By: 
Name: John C. Shawver
Title: President

By: _____
Name: Shayne G. Hayes
Title: Managing Partner

Champlin Exploration, Inc.

OGPRO, Inc.

By: _____
Name: Jo Ann E. Champlin
Title: President

By: _____
Name: Clark L. Young
Title: President

Meara Co.

By: _____
Name: David L. Meara
Title: President

ASSIGNEE:

Pickrell Drilling Company, Inc.

By: _____
Name: Steve M. Dillard
Title: President

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

This foregoing instrument was acknowledged before me this _____ day of April, 2018, by Steve M. Dillard, President of Pickrell Drilling Company, Inc.

Witness my hand and official seal.
My Commission Expires: _____

Notary Public State of _____

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by E.D. Stinson, as Senior Vice President – Land & Legal of Lario Oil & Gas Company, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.
My Commission Expires: _____

Notary Public State of _____

ASSIGNOR CONTINUED:

Stelbar Oil Corporation, Inc.

Hayes Oil & Gas, LLC.

By: _____
Name: John C. Shawver
Title: President

By: Shayne G. Hayes
Name: Shayne G. Hayes
Title: Managing Partner

Champlin Exploration, Inc.

OGPRO, Inc.

By: _____
Name: Jo Ann E. Champlin
Title: President

By: _____
Name: Clark L. Young
Title: President

Meara Co.

By: _____
Name: David L. Meara
Title: President

ASSIGNEE:

Pickrell Drilling Company, Inc.

By: _____
Name: Steve M. Dillard
Title: President

ACKNOWLEDGEMENT

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) ss.
County of Sedgwick)

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ACKNOWLEDGEMENT

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) ss.
County of Sedgwick)

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Witness my hand and official seal.
My Commission Expires: _____
Notary Public State of _____

ASSIGNOR CONTINUED:

Stelbar Oil Corporation, Inc.

Hayes Oil & Gas, LLC.

By: _____
Name: John C. Shawver
Title: President

By: _____
Name: Shayne G. Hayes
Title: Managing Partner

Champlin Exploration, Inc.

OGPRO, Inc.

By: Jo Ann E. Champlin
Name: Jo Ann E. Champlin
Title: President

By: Clark L. Young
Name: Clark L. Young
Title: President

Meara Co.

By: _____
Name: David L. Meara
Title: President

ASSIGNEE:

Pickrell Drilling Company, Inc.

By: _____
Name: Steve M. Dillard
Title: President

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

This foregoing instrument was acknowledged before me this _____ day of April, 2018, by Steve M. Dillard, President of Pickrell Drilling Company, Inc.

Witness my hand and official seal.
My Commission Expires: _____

Notary Public State of _____

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by E.D. Stinson, as Senior Vice President – Land & Legal of Lario Oil & Gas Company, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.
My Commission Expires: _____

Notary Public State of _____

ASSIGNOR CONTINUED:

Stelbar Oil Corporation, Inc.

Hayes Oil & Gas, LLC.

By: _____
Name: John C. Shawver
Title: President

By: _____
Name: Shayne G. Hayes
Title: Managing Partner

Champlin Exploration, Inc.

OGPRO, Inc.

By: _____
Name: Jo Ann E. Champlin
Title: President

By: _____
Name: Clark L. Young
Title: President

Meara Co.

By: David L. Meara
Name: David L. Meara
Title: President

ASSIGNEE:

Pickrell Drilling Company, Inc.

By: _____
Name: Steve M. Dillard
Title: President

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

This foregoing instrument was acknowledged before me this _____ day of April, 2018, by Steve M. Dillard, President of Pickrell Drilling Company, Inc.

Witness my hand and official seal.
My Commission Expires:

Notary Public State of _____

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by E.D. Stinson, as Senior Vice President – Land & Legal of Lario Oil & Gas Company, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.
My Commission Expires:

Notary Public State of _____

ACKNOWLEDGEMENT

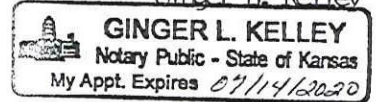
State of Kansas)
) ss.
County of Sedgwick)

This foregoing instrument was acknowledged before me this 30th day of April, 2018, John C. Shawver, President of Stelbar Oil Corporation, Inc.

Witness my hand and official seal.
My Commission Expires: 07/14/2020

Ginger L. Kelley
Ginger L. Kelley

Notary Public State of Kansas



ACKNOWLEDGEMENT

State of Illinois)
) ss.
County of)

This foregoing instrument was acknowledged before me this _____ day of April, 2018, Donald R. Williams, Vice President of Shakespeare Oil Company, Inc.

Witness my hand and official seal.
My Commission Expires:

Notary Public State of _____

State of Kansas)
) ss.
County of _____)

This foregoing instrument was acknowledged before me this _____ day of April, 2018, Shayne G. Hayes, Managing Partner of Hayes Oil & Gas, LLC.

Witness my hand and official seal.
My Commission Expires:

Notary Public State of _____

ACKNOWLEDGEMENT

State of Oklahoma)
) ss.
County of _____)

This foregoing instrument was acknowledged before me this _____ day of April, 2018, JoAnn E. Champlin, President of Champlin Exploration, Inc.

Witness my hand and official seal.
My Commission Expires:

Notary Public State of _____

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

This foregoing instrument was acknowledged before me this ____ day of April, 2018, John C. Shawver, President of Stelbar Oil Corporation, Inc.

Witness my hand and official seal.
My Commission Expires:

Notary Public State of _____

ACKNOWLEDGEMENT

State of Illinois)
) ss.
County of Marion)

This foregoing instrument was acknowledged before me this 26th day of April, 2018, Donald R. Williams, Vice President of Shakespeare Oil Company, Inc.

Witness my hand and official seal.
My Commission Expires: 4/1/2020

Beth A. Mensen
Beth A. Mensen, Notary Public

Notary Public State of Illinois



State of Kansas)
) ss.
County of _____)

This foregoing instrument was acknowledged before me this ____ day of April, 2018, Shayne G. Hayes, Managing Partner of Hayes Oil & Gas, LLC.

Witness my hand and official seal.
My Commission Expires:

Notary Public State of _____

ACKNOWLEDGEMENT

State of Oklahoma)
) ss.
County of _____)

This foregoing instrument was acknowledged before me this ____ day of April, 2018, JoAnn E. Champlin, President of Champlin Exploration, Inc.

Witness my hand and official seal.
My Commission Expires:

Notary Public State of _____

ACKNOWLEDGEMENT

State of Kansas)
County of Sedgwick) ss.
)

This foregoing instrument was acknowledged before me this _____ day of April, 2018, John C. Shawver, President of Stelbar Oil Corporation, Inc.

Witness my hand and official seal.
My Commission Expires:

Notary Public State of _____

ACKNOWLEDGEMENT

State of Illinois)
County of) ss.
)

This foregoing instrument was acknowledged before me this _____ day of April, 2018, Donald R. Williams, Vice President of Shakespeare Oil Company, Inc.

Witness my hand and official seal.
My Commission Expires:

Notary Public State of _____

State of Kansas)
County of Harper) ss.
)

This foregoing instrument was acknowledged before me this 26th day of April, 2018, Shayne G. Hayes, Managing Partner of Hayes Oil & Gas, LLC.

Witness my hand and official seal.
My Commission Expires: 9/9/2020

Notary Public State of Kansas

Regena Hommertzhaim



ACKNOWLEDGEMENT

State of Oklahoma)
County of _____) ss.
)

This foregoing instrument was acknowledged before me this _____ day of April, 2018, JoAnn E. Champlin, President of Champlin Exploration, Inc.

Witness my hand and official seal.
My Commission Expires:

Notary Public State of _____

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

This foregoing instrument was acknowledged before me this _____ day of April, 2018, John C. Shawver, President of Stelbar Oil Corporation, Inc.

Witness my hand and official seal.
My Commission Expires: _____

Notary Public State of _____

ACKNOWLEDGEMENT

State of Oklahoma)
County of Garfield) ss.

This foregoing instrument was acknowledged before me this 26th day of April, 2018, JoAnn E. Champlin, President of Champlin Exploration, Inc.

Witness my hand and official seal.
My Commission Expires: 03/31/21

Notary Public State of Oklahoma

Cheryl L. Nickel



ACKNOWLEDGEMENT

State of Oklahoma)
County of Garfield) ss.

This foregoing instrument was acknowledged before me this 26th day of April, 2018, Clark L. Young, President of OGPRO, Inc.

Witness my hand and official seal.
My Commission Expires: 03/31/21

Notary Public State of Oklahoma

Cheryl L. Nickel



ACKNOWLEDGEMENT

State of Oklahoma)
County of Garfield) ss.

This foregoing instrument was acknowledged before me this 26th day of April, 2018, David L. Meara, President of Meara Co.

Witness my hand and official seal.
My Commission Expires: 03/31/21

Notary Public State of Oklahoma

Cheryl L. Nickel
Notary Public



**Exhibit "A", Part 1
Logan County, Kansas Leases**

Attached to and made a part of that certain Assignment and Bill of Sale, effective as of May 1, 2018 between Lario Oil & Gas Company, Shakespeare Oil Company, Inc., Stelbar Oil Corporation, Inc., Hayes Oil & Gas, LLC., Champlin Exploration, Inc., OGPRO, Inc., Meara Co.,(as "Assignor") and Pickrell Drilling Company, Inc., (as "Assignee").

Lessor	Lessee	Legal Description	Lse Date	County	State	Book	Page
Rose Family Trust U/T/I 6/29/06 and Rose Survivor Trust U/T/I 6/29/06	Sapphire Energy, Inc.	T15S-R32W Sec 8: N/2 SE/4	06/09/2008	Logan	KS	144	571
Revocable Trust of Garold A. Been dated September 14,1998	Sapphire Energy, Inc.	T15S R32W Sec 9: S/2 SE/4	06/10/2008	Logan	KS	144	583

**Exhibit "A", Part 2
Logan County, Kansas Wells**

Attached to and made a part of that certain Assignment and Bill of Sale, effective as of May 1, 2018 between Lario Oil & Gas Company, Shakespeare Oil Company, Inc., Stelbar Oil Corporation, Inc., Hayes Oil & Gas, LLC., Champlin Exploration, Inc., OGPRO, Inc, and Meara Co.,(as "Assignor") and Pickrell Drilling Company., Inc., (as "Assignee").

LEASE OR UNIT NAME	DESCRIPTION	OPERATOR NAME
Rose Been Unit 1-8	15S-32W: SE Sec 8	Lario Oil & Gas Company

ASSIGNMENT AND BILL OF SALE

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WITNESSETH:

Assignor represents that it owns all the working interests in the oil and gas leases and the wells described in Exhibit A Parts 1 & 2, described herein as "Interests". It is Assignee's express intent to acquire 100% (100 percent) of Assignor's working interest in the "Interests" as they apply.

For valuable consideration, and the covenants and conditions set forth herein, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor hereby assigns, transfers, grants, bargains, sells and conveys to Assignee the following (all of which are herein referred to as the "Interests"):

1. An undivided 100% of Assignor's right, title and interest in and to the oil and gas leases described in Exhibit A, Part 1, attached hereto (the "Leases"), covering the lands described in Exhibit A (the "Land"), together with all the property and rights appurtenant or incident thereto, including without limitation (a) all rights of Assignor in oil, gas and associated substances and other minerals produced or producible from or attributable to the Leases or to any units, pooled areas or communitized areas that cover or include all or any portion of the Leases, and (b) all rights of Assignor in, to and under all operating agreements, exploration agreements, pooling or unitization agreements, farmout agreements, joint venture agreements, product purchase and sale contracts, pipeline and transportation agreements, processing and treatment agreements, leases, permits, rights-of-way, easements, licenses, options, orders, contracts and instruments in any relating to the Leases and the Land, and all amendments to any of the foregoing.

2. An undivided 100% of Assignor's right, title and interest in and to the certain well described in Exhibit "A", Part 2, (herein referred to as the "Wells"), together with the personal property, fixtures, improvements and other property, whether real, personal, or mixed, now or as of the Effective Time on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, injection, treatment, sale or disposal of hydrocarbons and all other substances produced therefrom or attributable thereto, including without limitation well equipment, casing, tubing, tanks, rods, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, pumps, motors, machinery, injection facilities, disposal facilities, field separators and liquid extractors, compressors, pipelines, gathering systems, power line, telephone and telegraph lines, roads, equipment leases, trailers, inventory in storage and all other appurtenances thereunto belonging.

3. An undivided 100% of Assignor's interest in options, right-of-ways, farmout agreements, exploration agreements and other agreements granting to Assignor the right to earn or otherwise acquire interests in the Wells.

TO HAVE AND TO HOLD the Interests unto Assignee, and its successors and assigns, forever. With respect to the Wells, personal property and equipment assigned hereby, this Assignment is made by Assignor and accepted by Assignee without representations, covenants or warranties as to title, either express or implied. This Assignment is executed by Assignor without any express or implied warranty or representation as to the merchantability of any of the equipment or its fitness for any purpose, and without any other express or implied warranty or representation whatsoever. It is understood and agreed that Assignee shall have inspected the property and premises and satisfied itself as to its physical and environmental condition, both surface and subsurface, and that Assignee shall accept all of the same in its "as is, where is" condition. In addition, Assignor makes no warranty or representation, express or implied, as to the accuracy or completeness of any data, information or materials heretofore or hereafter furnished Assignee in connection with the Interests, or as to the quality or quantity of hydrocarbon reserves (if any) attributable to the Interests or the ability of the Interests to produce hydrocarbons. Any and all such data, information and other materials furnished by



Assignor is provided Assignee as convenience and any reliance on or use of the same shall be at Assignee's sole risk.

By execution hereof, Assignee hereby assumes and agrees to pay and discharge or cause to be paid and discharged, from and after the Effective Time hereof, to perform or cause to be performed, all of Assignor's obligations and liabilities arising and attributable to times on or after Effective Time incurred in the ordinary course of the operation of the Interests on or after the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), instruments and other commitments to which the Interests are subject, and Assignor hereby agrees to pay and discharge or cause to be paid, performed and discharged, all obligations and liabilities arising and attributable to times before the Effective Time incurred in the ordinary course of the operation of the Interests before the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), pipeline construction, instruments and other commitments to which the Interests are subject. **As further consideration for this Assignment, Assignee expressly agrees to and does assume any and all liability and cost associated with the interest conveyed herein for the plugging and abandonment of the wells described in Exhibit "A", Part 2.**

Assignor will execute and deliver all such other additional instruments and documents and will do all such other acts and things as may be necessary more fully to assure to Assignee or its successors or assigns that all of the respective rights and interests herein and hereby granted or intended to be granted are granted.

By its acceptance of the terms of this Assignment and Bill of Sale, Assignee shall comply with and does hereby assume and agree to perform as to matters attributable to times on and after the Effective Time, Assignee's proportionate part of all express and implied covenants, obligations and reservations contained in the Leases, and the Interests assigned herein are subject to and shall bear their proportionate share of all of existing recorded lease burdens, overriding royalty interests and payments out of production relating to the Leases as of the Effective Time.

This Agreement may be executed by Purchaser and Seller in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Electronic and fax signatures shall be considered binding.

The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns

Executed this 20th day of April 2018, however, to be effective for all purposes as of the Effective Time.

STATE OF KANSAS, LOGAN COUNTY
This instrument was filed for record on
May 7, 2018 11:28 AM and recorded in
Book 187 of Page 490 - 504
Fees: \$259.00 201800347



Joyce L. Bosserman
Joyce L. Bosserman, Register of Deeds

ASSIGNOR:

LARIO OIL & GAS COMPANY

By: *E.D. Stinson*
Name: E.D. Stinson
Title: Senior Vice President – Land & Legal

Indexed
Verified

SHAKESPEARE OIL COMPANY, Inc.

By: _____
Name: Donald R. Williams
Title: Vice President

Assignor is provided Assignee as convenience and any reliance on or use of the same shall be at Assignee's sole risk.

By execution hereof, Assignee hereby assumes and agrees to pay and discharge or cause to be paid and discharged, from and after the Effective Time hereof, to perform or cause to be performed, all of Assignor's obligations and liabilities arising and attributable to times on or after Effective Time incurred in the ordinary course of the operation of the Interests on or after the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), instruments and other commitments to which the Interests are subject, and Assignor hereby agrees to pay and discharge or cause to be paid, performed and discharged, all obligations and liabilities arising and attributable to times before the Effective Time incurred in the ordinary course of the operation of the Interests before the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), pipeline construction, instruments and other commitments to which the Interests are subject. **As further consideration for this Assignment, Assignee expressly agrees to and does assume any and all liability and cost associated with the interest conveyed herein for the plugging and abandonment of the wells described in Exhibit "A", Part 2.**

Assignor will execute and deliver all such other additional instruments and documents and will do all such other acts and things as may be necessary more fully to assure to Assignee or its successors or assigns that all of the respective rights and interests herein and hereby granted or intended to be granted are granted.

By its acceptance of the terms of this Assignment and Bill of Sale, Assignee shall comply with and does hereby assume and agree to perform as to matters attributable to times on and after the Effective Time, Assignee's proportionate part of all express and implied covenants, obligations and reservations contained in the Leases, and the Interests assigned herein are subject to and shall bear their proportionate share of all of existing recorded lease burdens, overriding royalty interests and payments out of production relating to the Leases as of the Effective Time.

This Agreement may be executed by Purchaser and Seller in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Electronic and fax signatures shall be considered binding.

The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns

Executed this 20th day of April 2018, however, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

LARIO OIL & GAS COMPANY

By: _____
Name: E.D. Stinson
Title: Senior Vice President – Land & Legal

SHAKESPEARE OIL COMPANY, Inc.

By: Donald R. Williams
Name: Donald R. Williams
Title: Vice President

ASSIGNOR CONTINUED:

Stelbar Oil Corporation, Inc.

Hayes Oil & Gas, LLC.

By: [Signature]
Name: John C. Shawver
Title: President

By: _____
Name: Shayne G. Hayes
Title: Managing Partner

Champlin Exploration, Inc.

OGPRO, Inc.

By: _____
Name: Jo Ann E. Champlin
Title: President

By: _____
Name: Clark L. Young
Title: President

Meara Co.

By: _____
Name: David L. Meara
Title: President

ASSIGNEE:

Pickrell Drilling Company, Inc.

By: _____
Name: Steve M. Dillard
Title: President

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

This foregoing instrument was acknowledged before me this _____ day of April, 2018, by Steve M. Dillard, President of Pickrell Drilling Company, Inc.

Witness my hand and official seal.
My Commission Expires: _____

Notary Public State of _____

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by E.D. Stinson, as Senior Vice President – Land & Legal of Lario Oil & Gas Company, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.
My Commission Expires: _____

Notary Public State of _____

ASSIGNOR CONTINUED:

Stelbar Oil Corporation, Inc.

Hayes Oil & Gas, LLC.

By: _____
Name: John C. Shawver
Title: President

By: Shayne G. Hayes
Name: Shayne G. Hayes
Title: Managing Partner

Champlin Exploration, Inc.

OGPRO, Inc.

By: _____
Name: Jo Ann E. Champlin
Title: President

By: _____
Name: Clark L. Young
Title: President

Meara Co.

By: _____
Name: David L. Meara
Title: President

ASSIGNEE:

Pickrell Drilling Company, Inc.

By: _____
Name: Steve M. Dillard
Title: President

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

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My Commission Expires: _____

Notary Public State of _____

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

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My Commission Expires: _____

Notary Public State of _____

ASSIGNOR CONTINUED:

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By: _____
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Title: President

By: _____
Name: Shayne G. Hayes
Title: Managing Partner

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OGPRO, Inc.

By: Jo Ann E. Champlin
Name: Jo Ann E. Champlin
Title: President

By: Clark L. Young
Name: Clark L. Young
Title: President

Meara Co.

By: _____
Name: David L. Meara
Title: President

ASSIGNEE:

Pickrell Drilling Company, Inc.

By: _____
Name: Steve M. Dillard
Title: President

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

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Witness my hand and official seal.
My Commission Expires: _____

Notary Public State of _____

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

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My Commission Expires: _____

Notary Public State of _____

ASSIGNOR CONTINUED:

Stelbar Oil Corporation, Inc.

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By: _____
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By: _____
Name: Shayne G. Hayes
Title: Managing Partner

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OGPRO, Inc.

By: _____
Name: Jo Ann E. Champlin
Title: President

By: _____
Name: Clark L. Young
Title: President

Meara Co.

By: David L. Meara
Name: David L. Meara
Title: President

ASSIGNEE:

Pickrell Drilling Company, Inc.

By: _____
Name: Steve M. Dillard
Title: President

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

This foregoing instrument was acknowledged before me this _____ day of April, 2018, by Steve M. Dillard, President of Pickrell Drilling Company, Inc.

Witness my hand and official seal.
My Commission Expires: _____

Notary Public State of _____

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by E.D. Stinson, as Senior Vice President – Land & Legal of Lario Oil & Gas Company, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.
My Commission Expires: _____
Notary Public State of _____

ASSIGNOR CONTINUED:

Stelbar Oil Corporation, Inc.

Hayes Oil & Gas, LLC.

By: _____
Name: John C. Shawver
Title: President

By: _____
Name: Shayne G. Hayes
Title: Managing Partner

Champlin Exploration, Inc.

OGPRO, Inc.

By: _____
Name: Jo Ann E. Champlin
Title: President

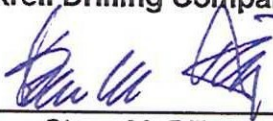
By: _____
Name: Clark L. Young
Title: President

Meara Co.

By: _____
Name: David L. Meara
Title: President

ASSIGNEE:

Pickrell Drilling Company, Inc.

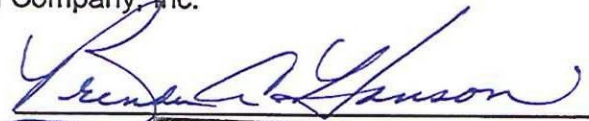
By: 
Name: Steve M. Dillard
Title: President

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

This foregoing instrument was acknowledged before me this 30 day of April, 2018, by Steve M. Dillard, President of Pickrell Drilling Company, Inc.

Witness my hand and official seal.
My Commission Expires: 6-24-18



Brenda A. Hanson
Notary Public State of Kansas



ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by E.D. Stinson, as Senior Vice President – Land & Legal of Lario Oil & Gas Company, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.
My Commission Expires: _____
Notary Public State of _____

ASSIGNOR CONTINUED:

Stelbar Oil Corporation, Inc.

Hayes Oil & Gas, LLC.

By: _____
Name: John C. Shawver
Title: President

By: _____
Name: Shayne G. Hayes
Title: Managing Partner

Champlin Exploration, Inc.

OGPRO, Inc.

By: _____
Name: Jo Ann E. Champlin
Title: President

By: _____
Name: Clark L. Young
Title: President

Meara Co.

By: _____
Name: David L. Meara
Title: President

ASSIGNEE:

Pickrell Drilling Company, Inc.

By: _____
Name: Steve M. Dillard
Title: President

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

This foregoing instrument was acknowledged before me this _____ day of April, 2018, by Steve M. Dillard, President of Pickrell Drilling Company, Inc.

Witness my hand and official seal.
My Commission Expires: _____

Notary Public State of _____

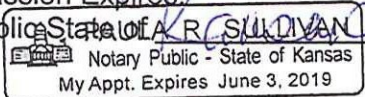
ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

The foregoing instrument was acknowledged before me this 26th day of April, 2018, by E.D. Stinson, as Senior Vice President – Land & Legal of Lario Oil & Gas Company, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.
My Commission Expires: _____
Paula Sullivan

Notary Public State of KANSAS



ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

This foregoing instrument was acknowledged before me this 30th day of April, 2018, John C. Shawver, President of Stelbar Oil Corporation, Inc.

Witness my hand and official seal.
My Commission Expires: 07/14/2020

Ginger L. Kelley
Ginger L. Kelley

Notary Public State of Kansas



ACKNOWLEDGEMENT

State of Illinois)
) ss.
County of)

This foregoing instrument was acknowledged before me this _____ day of April, 2018, Donald R. Williams, Vice President of Shakespeare Oil Company, Inc.

Witness my hand and official seal.
My Commission Expires:

Notary Public State of _____

State of Kansas)
) ss.
County of _____)

This foregoing instrument was acknowledged before me this _____ day of April, 2018, Shayne G. Hayes, Managing Partner of Hayes Oil & Gas, LLC.

Witness my hand and official seal.
My Commission Expires:

Notary Public State of _____

ACKNOWLEDGEMENT

State of Oklahoma)
) ss.
County of _____)

This foregoing instrument was acknowledged before me this _____ day of April, 2018, JoAnn E. Champlin, President of Champlin Exploration, Inc.

Witness my hand and official seal.
My Commission Expires:

Notary Public State of _____

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

This foregoing instrument was acknowledged before me this ____ day of April, 2018, John C. Shawver, President of Stelbar Oil Corporation, Inc.

Witness my hand and official seal.
My Commission Expires: _____

Notary Public State of _____

ACKNOWLEDGEMENT

State of Illinois)
) ss.
County of Marion)

This foregoing instrument was acknowledged before me this 26th day of April, 2018, Donald R. Williams, Vice President of Shakespeare Oil Company, Inc.

Witness my hand and official seal.
My Commission Expires: 4/1/2020

Beth A. Mensen
Beth A. Mensen, Notary Public

Notary Public State of Illinois



State of Kansas)
) ss.
County of _____)

This foregoing instrument was acknowledged before me this ____ day of April, 2018, Shayne G. Hayes, Managing Partner of Hayes Oil & Gas, LLC.

Witness my hand and official seal.
My Commission Expires: _____

Notary Public State of _____

ACKNOWLEDGEMENT

State of Oklahoma)
) ss.
County of _____)

This foregoing instrument was acknowledged before me this ____ day of April, 2018, JoAnn E. Champlin, President of Champlin Exploration, Inc.

Witness my hand and official seal.
My Commission Expires: _____

Notary Public State of _____

ACKNOWLEDGEMENT

State of Kansas)
County of Sedgwick) ss.

This foregoing instrument was acknowledged before me this _____ day of April, 2018, John C. Shawver, President of Stelbar Oil Corporation, Inc.

Witness my hand and official seal.
My Commission Expires:

Notary Public State of _____

ACKNOWLEDGEMENT

State of Illinois)
County of) ss.

This foregoing instrument was acknowledged before me this _____ day of April, 2018, Donald R. Williams, Vice President of Shakespeare Oil Company, Inc.

Witness my hand and official seal.
My Commission Expires:

Notary Public State of _____

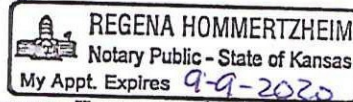
State of Kansas)
County of Harper) ss.

This foregoing instrument was acknowledged before me this 26th day of April, 2018, Shayne G. Hayes, Managing Partner of Hayes Oil & Gas, LLC.

Witness my hand and official seal.
My Commission Expires: 9/9/2020

Notary Public State of Kansas

Regena Hommertzheim



Regena Hommertzheim

ACKNOWLEDGEMENT

State of Oklahoma)
County of _____) ss.

This foregoing instrument was acknowledged before me this _____ day of April, 2018, JoAnn E. Champlin, President of Champlin Exploration, Inc.

Witness my hand and official seal.
My Commission Expires:

Notary Public State of _____

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

This foregoing instrument was acknowledged before me this _____ day of April, 2018,
John C. Shawver, President of Stelbar Oil Corporation, Inc.

Witness my hand and official seal.
My Commission Expires: _____

Notary Public State of _____

ACKNOWLEDGEMENT

State of Oklahoma)
) ss.
County of Garfield)

This foregoing instrument was acknowledged before me this 26th day of April, 2018,
JoAnn E. Champlin, President of Champlin Exploration, Inc.

Witness my hand and official seal.
My Commission Expires: 03/31/21

Notary Public State of Oklahoma

Cheryl L. Nickel
Cheryl L. Nickel



ACKNOWLEDGEMENT

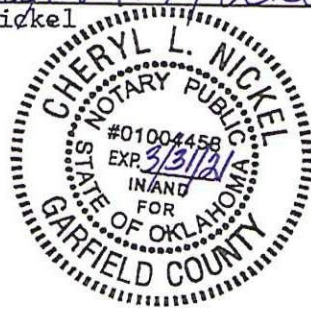
State of Oklahoma)
) ss.
County of Garfield)

This foregoing instrument was acknowledged before me this 26th day of April, 2018,
Clark L. Young, President of OGPRO, Inc.

Witness my hand and official seal.
My Commission Expires: 03/31/21

Notary Public State of Oklahoma

Cheryl L. Nickel
Cheryl L. Nickel



ACKNOWLEDGEMENT

State of Oklahoma)
) ss.
County of Garfield)

This foregoing instrument was acknowledged before me this 26th day of April, 2018,
David L. Meara, President of Meara Co.

Witness my hand and official seal.
My Commission Expires: 03/31/21

Notary Public State of Oklahoma

Cheryl L. Nickel
Notary Public Cheryl L. Nickel



**Exhibit "A", Part 1
Logan County, Kansas Leases**

Attached to and made a part of that certain Assignment and Bill of Sale, effective as of May 1, 2018 between Lario Oil & Gas Company, Shakespeare Oil Company, Inc., Stelbar Oil Corporation, Inc., Hayes Oil & Gas, LLC., Champlin Exploration, Inc., OGPRO, Inc. Meara Co.,(as "Assignor") and Pickrell Drilling Company, Inc., (as "Assignee").

Lessor	Lessee	Legal Description	Lse Date	County	State	Book	Page
Rose Family Trust U/T/I 6/29/06 and Rose Survivor Trust U/T/I 6/29/06	Sapphire Energy, Inc.	T15S-R32W Sec 8: N/2 SE/4	06/09/2008	Logan	KS	144	571
Revocable Trust of Garold A. Been dated September 14, 1998	Sapphire Energy, Inc.	T15S R32W Sec 8: S/2 SE/4	06/10/2008	Logan	KS	144	583

**Exhibit "A", Part 2
Logan County, Kansas Wells**

Attached to and made a part of that certain Assignment and Bill of Sale, effective as of May 1, 2018 between Lario Oil & Gas Company, Shakespeare Oil Company, Inc., Stelbar Oil Corporation, Inc., Hayes Oil & Gas, LLC., Champlin Exploration, Inc., OGPRO, Inc, and Meara Co.,(as "Assignor") and Pickrell Drilling Company., Inc., (as "Assignee").

LEASE OR UNIT NAME	DESCRIPTION	OPERATOR NAME
Rose Been Unit 1-8	15S-32W: SE Sec 8	Lario Oil & Gas Company