

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: _____

Herrold #1, 4, 6, 7, 8 Wells
Acheson #2, 3, 5, 7 Wells
Graham County, Kansas

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale is entered into by and between Jolen Operating Company, Fleischaker Energy LLC, Charlie Bear LLC, and Dos Taquitas LLC, whose address is 100 N. Broadway, Suite 2460, Oklahoma City, Oklahoma 73102, Klondike Acquisitions, whose address is 3406 Lovers Land, Dallas, Texas 75225, Petmor, LLC, whose address is 3388 Sage Road, #1502, Houston, Texas 77056, GCH Oil and Gas, LLC, whose address is P.O. Box 270415, Houston, Texas 77277, Rebecca Z. Gallaher, Natalie Z. Alikhan, Shoshana Z. Kahn, and Zelda Zinn, whose address is 3400 Bissonnet, Suite 250, Houston, Texas 77005, (referred to herein as "Assignor") and **John O. Farmer, Inc., whose address is 370 W. Wichita Avenue, Russell, Kansas 67665**, (referred to herein as "Assignee").

KNOW ALL MEN BY THESE PRESENTS THAT for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, assign, transfer and convey unto Assignee all of Assignor's right, title and interest in and to the following (collectively, the "Properties"):

- (i) The oil and gas leases, leasehold interests, rights and interests attributable or allocable to the oil and gas leases or leasehold interests by virtue of pooling, unitization, communitization, and operating agreements, licenses, permits, and other agreements, all more particularly described on *Exhibit "A"* attached hereto and by this reference made a part hereof (collectively the "Leases"), together with Assignors' interests in and to all the property and rights incident thereto, including, but not limited to, all rights in, to and under all agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options, orders, and other contracts or agreements of a similar nature to the extent same relate to the Leases;
- (ii) The wells, equipment, materials and other personal property, fixtures and improvements on the Leases described on *Exhibit "B"* as of the Effective Date (as hereinafter defined), appurtenant thereto or used or obtained in connection with the Leases or with the production, treatment, sale or disposal of hydrocarbons or waste produced therefrom or attributable thereto, and all other appurtenances thereunto belonging (the "Equipment"); (iv) All unitization, communitization, pooling, and operating agreements, and the units created thereby which relate to the Leases or interests therein described on Exhibit "A" or which relate to any units or wells located on the Leases, including any and all units formed under orders, regulations, rules, and other official acts of the governmental authority having jurisdiction, together with any right, title and interest created thereby in the Leases;
- (iii) The rights and obligations, to the extent applicable and transferable, in and to all Hydrocarbon sales, purchase, gathering, transportation, marketing, processing and balancing contracts, joint and other operating agreements, exploration agreements, plans of unitization, farmout and farmin agreements, options, facilities or equipment leases and other contracts, agreements, permits, licenses, instruments and rights and obligations of any kind relating to the Properties, including without limitation the agreements and contracts listed on *Exhibit C*, excluding however, any insurance policies or insurance contracts (collectively, the "Contracts"); and
- (iv) All of Assignor's rights to claim revenues or gas resulting from any underproduction attributable to Assignor's interest in the Leases.

All of Assignor's interest in and to the above-mentioned assets is herein collectively hereafter referred to as the "Interests".

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

1. This Assignment is accepted subject to, **and, except with respect to Assignor's obligation, prior to the Effective Date, to account to and pay to the owners of the working interest,**

overriding royalty interest and royalty interest their share of the proceeds of sale of production from the oil and gas leases, Assignee agrees to assume and perform, any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor and/or Assignor's predecessor(s) in interest under the Interests and existing oil and gas leases, assignments, operating agreements, product purchase and sale contracts, leases, permits, rights-of-way, licenses, easements, options, orders, and any other agreements or contracts attributable to and affecting the Interests, including but not limited to, any and all obligations:

- a. **From and after the Effective Date**, to pay and deliver royalties, overriding royalties, non-participating royalties, and other burdens on production;
- b. in connection with or arising out of balancing of overproduction or underproduction from the Interests;
- c. in compliance with all laws and governmental regulations with respect to the Interests including, but not limited to, the lawful plugging and abandonment of oil and gas wells and the restoration of the surface of the land as nearly as possible to its pre-lease condition;
- d. and all tort liability, whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, are caused by Assignor and/or Assignor's predecessor(s) in interest negligence and whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, arise during the period of, or from, or in connection with Assignors and/or Assignor's predecessor's ownership or alleged operation of the Interests. Without limitation of the foregoing, Assignee agrees to assume and perform any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor and/or Assignor's predecessor(s) in interest for claims, losses, damages, costs, expenses, diminutions in value, suits, and causes of action of any kind or character, with respect to the environmental condition of the Interests, regardless of when the events occurred that caused such condition to exist and whether or not caused by or attributable to negligence of Assignor or Assignor's predecessor(s) in interest. **Except with respect to Assignor's obligation, prior to the Effective Date, to account to and pay to the owners of the working interest, overriding royalty interest and royalty interest their share of the proceeds of sale of production from the oil and gas leases**, Assignee shall, to the fullest extent permitted by law, protect, defend, indemnify and hold Assignor, Assignor's predecessor(s) in interest and their respective directors, officers, employees, agents and representatives of each of them, harmless from and against any and all claims, losses, damages, costs, expenses, diminutions in value, suits, causes of action or judgments of any kind or character with respect to any and all liabilities and obligations or alleged or threatened liabilities and obligations, including, but not limited to, any interest, penalty and any attorneys' fees and other costs and expenses incurred in connection with investigating or defending any claims or actions, whether or not resulting in any liability, attributable to or arising out of:
 - (i) ownership or operation of the Interests before or subsequent to the Effective Date,
 - (ii) Assignee's assumption of any liability or obligation in accordance with this paragraph and (iii) any Adverse Environmental Conditions including but not limited to those that are present now, discovered in the future, or occur in the future, become in the future, including any civil fines, penalties, expenses, costs of remedial work, monitoring and cleanup, costs of removal or modification of facilities. To the extent transferable, Assignee will have the right of full substitution and subrogation in and to any and all rights and actions of warranty which Assignor has or may have with respect to the Properties conveyed hereunder.
- e. Jolen Operating Company, shall, to the fullest extent permitted by law, protect, defend, indemnify and hold Assignee and its directors, officers, employees, agents and representatives, harmless from and against any and all claims, losses, damages, costs, expenses, suits, causes of action or judgments of any kind or character with respect to Jolen Operating Company's obligation, prior to the Effective Date, to account to and pay to the owners of the working interest, overriding royalty interest and royalty interest their share of the proceeds of sale of production from the oil and gas leases. It being the intent of the Parties hereto that Jolen Operating Company, and no other Assignor, provide indemnity to Assignee for purposes of this Paragraph.

- f. Assignor represents and warrants to Assignee that at the time of Assignor's execution of this Assignment and Bill of Sale, Assignor has no knowledge of any existing or threatened claims, liabilities or obligations of the nature or kind described in this paragraph 1 a. through d. and knows of no events or conditions which give rise to any such claims, liabilities or obligations.

THE INDEMNIFICATION, RELEASE AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS ASSIGNMENT AND BILL OF SALE SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE GROSS, ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE, OR OTHER FAULT, OF ASSIGNOR, ASSIGNOR'S PREDECESSOR(S) IN INTEREST OR BOTH.

2. THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR STATUTORY. THE INTERESTS ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY THE ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MARKET ABILITY, QUALITY, CONDITION, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR AND WITH ALL FAULTS AND DEFECTS, INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL (NORM). IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA DELIVERED TO ASSIGNEE WITH RESPECT TO THE INTERESTS, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS, OR THE PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS.
3. Notwithstanding anything herein to the contrary, it is Assignor's intent to convey to Assignee all right, title and interest in the Properties and that Assignor's title to the Properties is free and clear of all liens or encumbrances of any type or nature.
4. Notwithstanding anything herein to the contrary Assignor, by execution of this Assignment and Bill of Sale agrees to designate John O. Farmer, Inc as successor operator of the Properties and wells assigned herein.
5. Notwithstanding anything herein to the contrary, Assignor and Assignee agree that all of the oil, gas and other minerals produced and saved after the Effective Date from or attributable to the Leases, and the proceeds therefrom will be owned by Assignee; all of the oil, gas and other minerals produced and saved from or attributable to the Leases prior to the Effective Date, and the proceeds therefrom will be owned by Assignor; all of the costs and expenses incurred before the Effective Date in the development, operations and maintenance of the Leases will be borne and paid by Assignor; and all of the costs and expenses incurred after the Effective Date in the development, operations and maintenance of the Leases will be borne and paid by the Assignee.
6. Notwithstanding anything herein to the contrary, Assignor agrees to convey and Assignee agrees to receive all suspense funds, if any, held by Assignor as of the Effective Date for the benefit of royalty, overriding royalty interest and working interest owners attributable to the Properties, the amount of such funds to be adjusted with respect to suspense funds received and disbursed by Assignee from and after the Effective Date, and Assignee shall assume all past, present and future liability resulting from Assignor's failure to pay or retain any amounts prior to the Effective Date in addition to the suspense funds so transferred.
7. This Assignment and Bill of Sale shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.
8. This Assignment and Bill of Sale may be executed by Assignor and Assignee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this instrument is executed the 11 day of October, 2018, but shall be effective as of August 1, 2018 (the "Effective Date").

ASSIGNOR:

JOLEN OPERATING COMPANY



By: C. Brad Williams, Vice President

STATE OF OKLAHOMA }
 }
COUNTY OF OKLAHOMA }

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. Brad Williams the Vice President of Jolen Operating Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10 day of October, 2018.





Notary Public
My Commission Expires: _____

ASSIGNOR:

FLEISCHAKER ENERGY LLC



By: C. Brad Williams, Vice President
Jolen Operating Company, Operating Manager

STATE OF OKLAHOMA }
 }
COUNTY OF OKLAHOMA }

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. Brad Williams the Vice President of Jolen Operating Company the Operating Manager of Fleischaker Energy LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10 day of October, 2018.

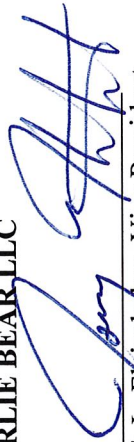




Notary Public
My Commission Expires: _____

ASSIGNOR:

CHARLIE BEAR LLC



By: Joseph L. Fleischaker, Vice President
Of Jolen Operating Company its
Operating Manager

STATE OF OKLAHOMA }
 }
COUNTY OF OKLAHOMA }

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Joseph L. Fleischaker, Vice President of Jolen Operating Company the Operating Manager of Charlie Bear LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

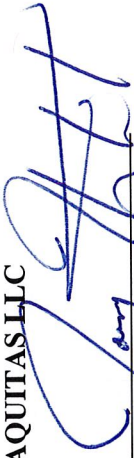
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of October, 2018.




Notary Public
My Commission Expires: _____

ASSIGNOR:

DOS TAQUITAS LLC



By: Joseph L. Fleischaker, Vice President
Of Jolen Operating Company its
Operating Manager

STATE OF OKLAHOMA }
 }
COUNTY OF OKLAHOMA }

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Joseph L. Fleischaker, Vice President of Jolen Operating Company the Operating Manager of Dos Taquitas LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of October, 2018.




Notary Public
My Commission Expires: _____

ASSIGNOR:

KLONDIKE ACQUISITIONS

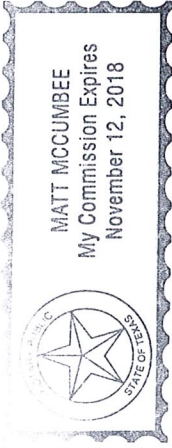
By: [Signature]
Title: President

STATE OF TEXAS }
 }
COUNTY OF Dallas }

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jens Holcomb, President of Klondike Acquisitions Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of October, 2018.



[Signature]
Notary Public
My Commission Expires: 11 / 12 / 18

ASSIGNOR:

PETMOR, LLC

By: *Keone T Lee*
Title: *Managing Partner*

STATE OF TEXAS }
 }
COUNTY OF *TARRANT* }

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared *JESSE TILES*, of *Floustan*, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this *4th* day of October, 2018.

Nancy McReynolds
Notary Public
My Commission Expires: _____



ASSIGNOR:

GCH OIL AND GAS, LLC

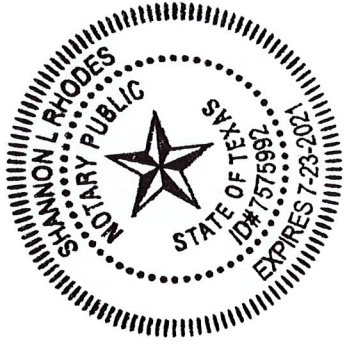
By: Gary S Gals
Title: Managing Partner

STATE OF TEXAS }
 }
COUNTY OF Harris }

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gary S. Galsby, Partner of GCH Oil & Gas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of October, 2018.



Shannon J. Rhodes
Notary Public
My Commission Expires: July 23, 2021

ASSIGNOR:

R. L. Zimm

By: REBECCA Z. GALLAHER

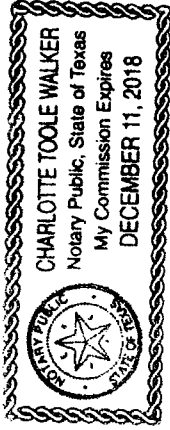
Executed by Robert L. Zimm as Agent And Attorney-In-Fact for Rebecca Z. Gallaher

STATE OF TEXAS }
 }
COUNTY OF Harris }

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert L. Zimm as Agent and Attorney-In-Fact of Rebecca Z. Gallaher, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of October, 2018.



Charlotte J. Walker
Notary Public
My Commission Expires: 12/11/2018

ASSIGNOR:

By: *Natalie Z. Alikhan*
NATALIE Z. ALIKHAN

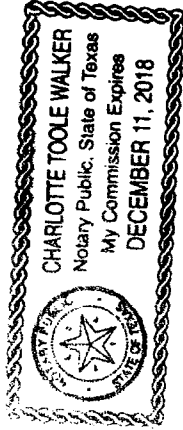
Executed by Robert L. Zimm as Agent And Attorney0In-Fact for Natalie Z. Alikhan

STATE OF TEXAS }
 }
COUNTY OF Harris }

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert L. Zimm as Agent and Attorney-In-Fact of Natalie Z. Alikhan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of October, 2018.



Charlotte J. Walker
Notary Public
My Commission Expires: 12/11/2018

ASSIGNOR:

By: *Shoshana Z. Kahn*
SHOSHANA Z. KAHN

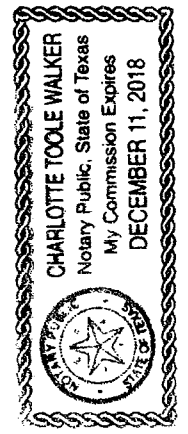
Executed by Robert L. Zimm as Agent And Attorney-In-Fact for Shoshana Z. Kahn

STATE OF TEXAS }
 }
COUNTY OF Harris }

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert L. Zimm as Agent and Attorney-In-Fact of Shoshana Z. Kahn, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of October, 2018.



Charlotte L. Walker
Notary Public
My Commission Expires: 12/11/2018

ASSIGNOR:

By: *[Signature]*
ZELDA ZINN

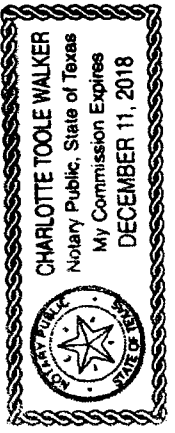
Executed by Robert L. Zinn as Agent And Attorney-In-Fact for Zelda Zinn

STATE OF TEXAS }
 }
COUNTY OF Harris }

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robert L. Zinn as Agent and Attorney-In-Fact of Zelda Zinn, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of October, 2018.



Charlotte Toole Walker
Notary Public
My Commission Expires: 12/11/2018

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases by and between Jolen Operating Company, Fleischaker Energy LLC, Charlie Bear LLC, and Dos Taquitas LLC, Klondike Acquisitions, Petmor, LLC, GCH Oil and Gas, LLC, Rebecca Z. Gallaher, Natalie Z. Alikhan, Shoshana Zinn, and Zeldia Zinn, as Assignor, and John O. Farmer, Inc., as Assignee.

LESSOR: Ethie M. Herrold, et vir
LESSEE: Joe A. Bell
LEASE DATE: October 17, 1946
RECORDING DATA: Book 30, Page 234 of the Records of Graham County, Kansas
DESCRIPTION: Township 10 South, Range 21 West
Section 25: NW/4

LESSOR: C. R. Acheson, et ux
LESSEE: I. O. Miller
LEASE DATE: December 17, 1948
RECORDING DATA: Book 35, Page 200 of the Records of Graham County, Kansas
DESCRIPTION: Township 10 South, Range 21 West
Section 24: SW/4

LESSOR: Millard Smith, et ux
LESSEE: Anderson-Pritchard Oil Corporation
LEASE DATE: May 16, 1949
RECORDING DATA: Book 35, Page 589 of the Records of Graham County, Kansas
DESCRIPTION: Township 10 South, Range 21 West
Section 24: SW/4

LESSOR: James C. Condon, et ux
LESSEE: Anderson-Pritchard Oil Corporation
LEASE DATE: May 16, 1949
RECORDING DATA: Book 35, Page 590 of the Records of Graham County, Kansas
DESCRIPTION: Township 10 South, Range 21 West
Section 24: SW/4

LESSOR: Mary P. Bell, et al
LESSEE: Anderson-Pritchard Oil Corporation
LEASE DATE: May 14, 1949
RECORDING DATA: Book 35, Page 218 of the Records of Graham County, Kansas
DESCRIPTION: Township 10 South, Range 21 West
Section 24: SW/4

LESSOR: John J. McLean, et ux
LESSEE: The Bell-Phillips Company
LEASE DATE: April 21, 1949
RECORDING DATA: Book 35, Page 219 of the Records of Graham County, Kansas
DESCRIPTION: Township 10 South, Range 21 West
Section 24: SW/4

LESSOR: E. F. Madden, et ux
LESSEE: The Bell-Phillips Company
LEASE DATE: April 21, 1949
RECORDING DATA: Book 35, Page 220 of the Records of Graham County, Kansas
DESCRIPTION: Township 10 South, Range 21 West
Section 24: SW/4

LESSOR: Wm. E. Reeves, et ux
LESSEE: Anderson-Pritchard Oil Corporation
LEASE DATE: November 8, 1951
RECORDING DATA: Book 45, Page 369 of the Records of Graham County, Kansas
DESCRIPTION: Township 10 South, Range 21 West
Section 24: SW/4

EXHIBIT "B"

Attached to and made a part of that certain Assignment of Oil and Gas Leases by and between Jolen Operating Company, Fleischaker Energy LLC, Charlie Bear LLC, and Dos Taquitas LLC, Klondike Acquisitions, Petmor, LLC, GCH Oil and Gas, LLC, Rebecca Z. Gallaher, Natalie Z. Alikhan, Shoshana Z. Kahn, and Zelda Zinn, as Assignor, and John O. Farmer, Inc., as Assignee.

GRAHAM COUNTY, KANSAS

ACHESON #2
API# 15-065-01763-00-00
ACHESON #3
API# 15-065-01764-00-00
ACHESON #5
API# 15-065-01766-00-00
ACHESON #7
API# 15-065-30011-00-00
SECTION 24-10S-21W
GRAHAM COUNTY, KANSAS
EQUIPMENT: 20' FG gunbarrel, 2 FG stock tanks (10' x 12')
#2 well - Cabot 114 with 20 hp motor
#3 well - Cabot 114 with 20 hp
#5 well - Bethlehem 114 with 15 hp
#7 well - Oilwell 114 with 30 hp

HERROLD #1
API# 15-065-01773-00-01
HERROLD #4
API# 15-065-01775-00-00
HERROLD #6
API# 15-065-1777-00-00
HERROLD #7
API# 15-065-01778-00-00
HERROLD #8
API# 15-065-01779-00-00
SECTION 25-10S-21W
GRAHAM COUNTY, KANSAS
EQUIPMENT: 15' FG gunbarrel, 2 FG stock tanks (10' x 12')
#4 well - Oilwell 114 with 10 hp
#6 well - National 114 with 20 hp
#7 well - Parkersburg with 20 hp
#8 well - Bethlehem with 15 hp

EXHIBIT "C"

Attached to and made a part of that certain Assignment of Oil and Gas Leases by and between Jolen Operating Company, Fleischaker Energy LLC, Charlie Bear LLC, and Dos Taquitas LLC, Klondike Acquisitions, Petmor, LLC, GCH Oil and Gas, LLC, Rebecca Z. Gallaher, Natalie Z. Alikhan, Shoshana Z. Kahn, and Zelda Zinn, as Assignor, and John O. Farmer, Inc, as Assignee.

SUBJECT TO THAT CERTAIN JOINT OPERATING AGREEMENT, DATED AUGUST 1, 1997, BY AND BETWEEN JOLEN OPERATING COMPANY, AS OPERATOR, AND COMET PETROLEUM, INC. ET AL, AS NON-OPERATORS, COVERING LANDS IN GRAHAM, SUMNER, BARTON, ELLIS AND MCPHERSON COUNTIES, KANSAS.