

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: _____

casinghead gas, condensate, distillate, natural gas liquids and other liquid or gaseous hydrocarbons and all products refined or extracted therefrom, including, without limitation, helium, together with all minerals produced in association with these substances (“Hydrocarbons”) or waste produced therefrom or attributable thereto (collectively, the “Equipment”);

3) the unitization, pooling and operating agreements, and the units created thereby which relate to the Leases or which relate to units or wells located on the Leases, including, without limitation, the units formed under orders, regulations, rules, and other official acts of any federal, state, municipal, local or similar governmental authority, regulatory or administrative agency or court (“Governmental Authority”) having jurisdiction, together with any right, title, and interest created thereby in the Leases;

4) gas purchase contracts and product purchase and sale agreements related to the Leases;

5) the gathering lines, liquid and gas lines, taps, meters and all other equipment, supplies, machinery, materials or facilities appurtenant to or considered part of such lines used in connection with the Interests (the “Gathering System”);

6) all rights-of-way, easements, and surface use leases appurtenant to the Leases and Gathering System;

7) equipment leases and rental contracts related to the Leases or used in connection with the production, treatment, sale or disposal of Hydrocarbons or waste produced therefrom or attributable thereto (to the extent the same are assignable);

8) all lease files, land files, well files, product purchase and sale contracts, division order files, abstracts, title opinions, engineering and geological data, reports, maps, logs, and well records contained in Assignor’s files relating to the Interests;

9) written permits, licenses, franchises, registrations, variances and approvals related to the Leases, issued by any Governmental Authority (to the extent the same are assignable); and

10) gas gathering agreements, gas processing agreements, contracts and other agreements of a similar nature used in connection with the Leases, the Equipment, and the Gathering System (to the extent the same are assignable).

TO HAVE AND TO HOLD the Interests subject to the following terms and conditions:

1. Disclaimers of Warranties.

(a) Effective as of the date hereof, the Interests are conveyed by Assignor “WHERE IS” and “AS IS”, and without any warranty of title, express or implied, except Assignor does hereby warrant and forever defend all and singular title to the Interests unto Assignee, its successors and assigns against any claims made by, through or under Assignor, subject, however, to the following: (i) lessor’s royalties, overriding royalties, production payments, and reversionary interests; (ii) sales contracts covering oil, gas or associated Hydrocarbons produced

from the Interests; (iii) preferential rights to purchase and required third party consents to assignments and similar agreements with respect to which (A) waivers or consents have been obtained from the appropriate parties prior to the date hereof, or (B) required notices have been given to the holders of such rights and the appropriate time period for asserting such rights expired without an exercise of such rights prior to the date hereof; (iv) liens for current taxes or assessments not yet due as of the date hereof; (v) all rights to consent by, required notices to, filings with, or other actions by governmental agencies in connection with the sale or conveyance of oil and gas leases or interests therein or the sale of production therefrom if the same are customarily obtained subsequent to such sale or conveyance; (vi) easements, rights-of-way, servitudes, permits, surface leases, and other rights in respect of surface operations on or over any of the Interests which do not operate to materially interfere with current operations on the Interests; (vii) liens of operators relating to obligations not yet due or pursuant to which Assignor is not in default, and materialmen's, mechanics, repairmen's, or other similar liens or charges arising in the ordinary course of business incidental to construction, maintenance or operation of the Interests and with respect to which Assignor is not in default; and (viii) any title defects waived by Assignee pursuant to the terms of that certain Purchase and Sale Agreement, dated December 15, 2016, between Assignor and Assignee (the "Purchase and Sale Agreement").

(b) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT OR IN THIS ASSIGNMENT, WITHOUT LIMITING THE GENERALITY OF CLAUSE (a) ABOVE, ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIMS AND NEGATES ANY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO (i) MERCHANTABILITY OF THE INTERESTS, (ii) FITNESS OF THE INTERESTS FOR ANY PARTICULAR PURPOSE, (iii) CONDITION OF THE INTERESTS, (iv) CONFORMITY OF THE INTERESTS TO MODELS OR SAMPLES OF MATERIALS AND (v) TITLE TO THE INTERESTS.

2. Monies and Proceeds.

(a) ASSIGNOR EXPRESSLY EXCEPTS FROM THIS CONVEYANCE, AND RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, all monies or proceeds (including refunds of taxes or gas marketing costs) held in suspense by, due from or determined and decreed to be due from, any Governmental Authority or taxing authority (whether local, state or federal), pipeline, gatherer or producer of oil, gas or casinghead gas products that are attributable to production from the Interests prior to the Effective Time, and all right, title and interest in and to such refunds, proceeds, refunds, suspense funds and choses in action therefor, are hereby retained by Assignor, its successors and assigns, and excepted from this Assignment.

(b) Assignor shall be entitled to the proceeds of all Hydrocarbons, plant products and residue gas produced or attributable to the Interests and saved for any period prior to the Effective Time, and shall be entitled to the volume of natural gas, natural gas liquids, condensate, liquid Hydrocarbons and other constituents which is contained in the Gathering System associated with production from the Interests and applicable pipelines, if any, as of the Effective Time, all at the prices specified in the Purchase and Sale Agreement. Assignee shall be entitled to the proceeds of Hydrocarbons, plant products and residue gas produced or attributable to the Interests and saved for any period after the Effective Time.

3. Agreements. This Assignment is made subject to and is burdened by the terms, covenants and conditions contained in all valid and subsisting all licenses, farmouts, farmins, options, orders, and other contracts or agreements of a similar nature, included in the definition of Interests, that will be binding on Assignee following the date of this Assignment or otherwise burden the Interests, and Assignee agrees to be bound by and assume the obligations arising thereunder.

4. Compliance with Laws. This Assignment is made subject to all applicable laws, statutes, ordinances, rules, regulations, codes, or binding judicial precedents that are legally promulgated or issued by any Governmental Authority. Assignee hereby assumes, and does hereby agree to become responsible for, the plugging and abandoning of any well(s) for which Assignor is responsible and for any reclamation of the lands after plugging and abandoning operations are completed on any such well(s), and that at such time as any such well(s) covered by the Lease assigned hereby are abandoned, such will be properly plugged in accordance with the applicable rules and regulations of the State of Kansas or other jurisdictional authorities and provisions of the Leases, if any, effective at the time the well(s) are plugged and abandoned. Further, Assignee does hereby agree to register this Assignment to Assignee with the appropriate agencies having jurisdiction over oil and gas operations and shall obtain the release of the Leases conveyed by this Assignment from any bond presently made by or on behalf of Assignor with respect to such portion, and agrees to substitute in place thereof each Assignee's bond with the State of Kansas.

6. Successors and Assigns. The terms, covenants and conditions contained in this Assignment are binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns, and such terms, covenants and conditions are covenants running with the land and with each subsequent transfer or assignment of the Interests or any part thereof.

7. Purchase and Sale Agreement. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in the Purchase and Sale Agreement, a copy of which can be obtained from Assignee at the above referenced address. The terms, covenants and conditions of the Purchase and Sale Agreement are incorporated herein by reference, and if there is a conflict between the provisions of the Purchase and Sale Agreement and this Assignment, the provisions of the Purchase and Sale Agreement shall control.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Neither Assignor nor Assignee shall be bound until such time as both Assignor and Assignee have executed counterparts of this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date set forth in their respective acknowledgments below, but effective for all purposes as of the Effective Time.

ASSIGNOR:

Jericho Oil (Kansas) Corp.

By: R Peterson

Name: ROBIN PETERSON

Title: SECRETARY

ASSIGNEE:

By: JOC Oil Inc by Tom Cain

Name JTC Oil Inc by Tom Cain

Title: owner

STATE OF Oklahoma

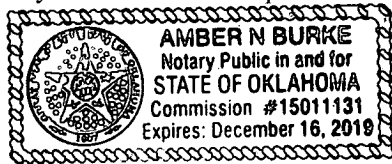
§
§
§

COUNTY OF Tulsa

Before me, the undersigned authority, a Notary Public in and for the County of Tulsa State of OK, personally appeared Robin Peterson, to me known to be the person who executed the within and foregoing instrument as the secretary of Jericho Oil (Kasas) Corp, and acknowledged to me that he executed the same as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

GIVEN UNDER MY OFFICIAL SEAL, this 5 day of December, 2016.

My Commission Expires: 12/16/19



Amber N Burke # 1501131
Notary Public in and for
Tulsa County, OK

STATE OF Kansas

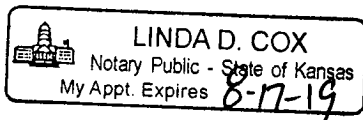
§
§
§

COUNTY OF Johnson

Before me, the undersigned authority, a Notary Public in and for the County of Johnson State of KS, personally appeared Tom Cain, to me known to be the person who executed the within and foregoing instrument as the owner of JTC Oil Inc, and acknowledged to me that he executed the same as the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

GIVEN UNDER MY OFFICIAL SEAL, this 15 day of Dec, 2016.

My Commission Expires:



Linda D Cox
Notary Public in and for
Johnson County, KS

[Acknowledgment Page to Partial Assignment]

EXHIBIT A

Exhibit A

Waddle Lease

Dated: January 19, 1954

Filed: December 14, 1954

Recorded: Misc. Book 188, Page 232

Lessors: Hugh Waddle and Lillian Waddle, husband and wife

Description: The Southwest Quarter Section 23, Township 18, Range 21, containing 127 acres, more or less and all of Sub. 3-4 and part of the Northeast quarter Section 26, Township 18 Range 21 containing 80 acres more or less, Miami County, Kansas.

NRI: 35.775%

Haddock Lease

Dated: February 12, 2008

Filed: February 19, 2008

Recorded: Book 2008, Page 00863

Lessors: Silas William Haddock and Janice A. Haddock, his wife

Lessee: Town Oil Co., Sub S Corp

Description: The North half of the Northwest Quarter of Section 24, Township 18, Range 21, excepting a strip of land on the North side 25 feet wide the entire length formerly deeded to L.B. Hellebower, for road purposes, also a strip of land 31 ¼ feet wide and 80 rods long off of the West side of the Northwest Quarter of the Northeast Quarter of Section 24, Township 18, Range 21, excepting therefrom a parcel of land located in the Northwest corner of the Northeast Quarter of Section 24, Township 18, Range 21, described as follows: Beginning at the Northwest Corner of said Quarter Section, thence south 25 feet, thence East 31 ¼ feet, thence North 25 feet, thence West 31 ¼ feet to the place of beginning, in Miami County, Kansas

NRI: 39.375%

Hays Lease

Dated: January 15, 2007

Filed: June 7, 2007

Recorded: Book 2007, Page 03710

Lessors: Robert J. Hays and Wilma Mae Hays

Lessee: Town Oil Company, Sub S Corporation

Description: The Southwest Quarter (SW/4) of Section Thirteen (13), Township Eighteen (18), Range Twenty-One (21), Miami County, Kansas

NRI: 39.375%

Shipley Lease

Dated: January 15, 2007

Filed: June 6, 2007

Recorded: Book 2007, Page 03711

Re-recorded: Book 2008, Page 01811 (to correct legal description)

Lessors: Sammy J. Shipley and Marilyn K. Shipley, his wife

Lessee: Town Oil Company, Sub S Corporation

Description: The West Half (W1/2) of the West Half (W1/2) of the Southeast Quarter (SE/4) of Section 13, Township 18S, Range 21E, Miami County, Kansas (corrected legal description)

WHICH LEASE WAS REPLACED BY THE FOLLOWING OIL AND GAS LEASE:

Dated: February 25, 2014

Filed February 26, 2014

Recorded: Book 2014, Page 00774

Lessors: Sammy J. Shipley, a/k/a Sammy Shipley, Jr. and Marilyn K. Shipley, his wife

Lessee: Town Oil Company, Sub S Corporation

Description: Beginning at the Northwest corner of the West ½ of the Southeast ¼ of Section 13, Township 18 South, Range 21, thence South 120 rods to the section line; thence West 41 rods to the Southwest corner of the West ½ of the Southeast ¼ of Section 13; thence North 160 rods to the place beginning, in Miami County, Kansas.

NRI: 39.375%

Chisam Lease

Dated: December 3, 1973

Filed: December 21, 1973

Recorded: Book 242 of Misc., Page 605

Lessors: James Chisam and Wanda Chisam

Lessee: Mason and Mason, a Partnership composes of Patricia J. Mason and Robert A. Mason

Description: East half (E/2) of Section 15, Township 19S, Range 22E, Miami County, Kansas

NRI: 39.375%

Cook Lease

Dated: January 7, 1966

Filed: September 6, 1966

Recorded: Book 214, Page 305

Lessors: Ernest S. Cook and June M. Cook, his wife

Lessee: Robert A. Mason

Description: Southwest Quarter (SW/4) of Section 15, Township 19S, Range 22E, Miami County, Kansas

NRI: 39.375%



* 2 0 1 6 - 0 6 1 4 6 7 *

2016-06146

KATIE FORCK

MIAMI COUNTY REGISTER OF DEEDS

DATE RECORDED: 12/15/2016 01:08:00PM

TOTAL FEES: 81.00 HTG AMOUNT: 0.00

PAGES: 7 RECEIPT: 64765

KRED
9393 W 110TH ST
OVERLAND PARK KS 66210

2016-06146

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS §

COUNTY OF MIAMI § ss.

This ASSIGNMENT AND BILL OF SALE (this "Assignment"), dated December 15, 2016, but effective as of December 1, 2016 at 7:00 a.m. Central Daylight Time ("Effective Time"), is from Kansas Resource Development Company, a Nevada corporation, with an office at 9393 W. 110th Street, Suite 500, Overland Park, KS 66210 ("Assignor"), to JTC Oil, Inc, a Kansas corporation, with an office at 35790 Plum Creek Road, Osawatomie, KS 66064 ("Assignee").

FOR Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS, ASSIGNS, SETS OVER and DELIVERS to Assignee all Assignor's right, title and interest (real, personal, mixed, contractual or otherwise) in, to and under or derived from the following:

1) the oil and gas leases, leasehold interests, overriding royalty interests, rights and all other interests attributable or allocable to the oil and gas leases or leasehold interests (including, without limitation, any rights created by virtue of pooling, unitization, communitization, operating agreements, licenses, permits and other agreements) and other properties and interests described on Exhibit A attached hereto (the "Leases"), together with identical undivided interests in and to the property and rights incident thereto, including, without limitation, as of the Effective Time, all rights in, to, and under all licenses, farmouts, farmins, options, orders, and other contracts or agreements of a similar nature in any way relating to the Leases;

2) the wells, equipment, materials, fixtures and improvements on the Leases as of the Effective Time, or used or obtained exclusively in connection with the Leases or in connection with the production, treatment, sale or disposal of all crude oil, natural gas, casinghead gas, condensate, distillate, natural gas liquids and other liquid or gaseous hydrocarbons and all products refined or extracted therefrom, including, without limitation, helium, together with all minerals produced in association with these substances ("Hydrocarbons") or waste produced therefrom or attributable thereto (collectively, the "Equipment");

3) the unitization, pooling and operating agreements, and the units created thereby which relate to the Leases or which relate to units or wells located on the Leases, including, without limitation, the units formed under orders, regulations, rules, and other official acts of any federal, state, municipal, local or similar governmental authority, regulatory or administrative agency or court (“Governmental Authority”) having jurisdiction, together with any right, title, and interest created thereby in the Leases;

4) gas purchase contracts and product purchase and sale agreements related to the Leases;

5) the gathering lines, liquid and gas lines, taps, meters and all other equipment, supplies, machinery, materials or facilities appurtenant to or considered part of such lines used in connection with the Interests (the “Gathering System”);

6) all rights-of-way, easements, and surface use leases appurtenant to the Leases and Gathering System;

7) equipment leases and rental contracts related to the Leases or used in connection with the production, treatment, sale or disposal of Hydrocarbons or waste produced therefrom or attributable thereto (to the extent the same are assignable);

8) all lease files, land files, well files, product purchase and sale contracts, division order files, abstracts, title opinions, engineering and geological data, reports, maps, logs, and well records contained in Assignor’s files relating to the Interests;

9) written permits, licenses, franchises, registrations, variances and approvals related to the Leases, issued by any Governmental Authority (to the extent the same are assignable); and

10) gas gathering agreements, gas processing agreements, contracts and other agreements of a similar nature used in connection with the Leases, the Equipment, and the Gathering System (to the extent the same are assignable).

TO HAVE AND TO HOLD the Interests subject to the following terms and conditions:

1. Disclaimers of Warranties.

(a) Effective as of the date hereof, the Interests are conveyed by Assignor “WHERE IS” and “AS IS”, and without any warranty of title, express or implied, except Assignor does hereby warrant and forever defend all and singular title to the Interests unto Assignee, its successors and assigns against any claims made by, through or under Assignor, subject, however, to the following: (i) lessor’s royalties, overriding royalties, production payments, and reversionary interests; (ii) sales contracts covering oil, gas or associated Hydrocarbons produced from the Interests; (iii) preferential rights to purchase and required third party consents to assignments and similar agreements with respect to which (A) waivers or consents have been obtained from the appropriate parties prior to the date hereof, or (B) required notices have been given to the holders of such rights and the appropriate time period for asserting such rights expired without an exercise of such rights prior to the date hereof; (iv) liens for current taxes or assessments not yet due as of the date hereof; (v) all rights to consent by, required notices to, filings with, or other actions by

governmental agencies in connection with the sale or conveyance of oil and gas leases or interests therein or the sale of production therefrom if the same are customarily obtained subsequent to such sale or conveyance; (vi) easements, rights-of-way, servitudes, permits, surface leases, and other rights in respect of surface operations on or over any of the Interests which do not operate to materially interfere with current operations on the Interests; (vii) liens of operators relating to obligations not yet due or pursuant to which Assignor is not in default, and materialmen's, mechanics, repairmen's, or other similar liens or charges arising in the ordinary course of business incidental to construction, maintenance or operation of the Interests and with respect to which Assignor is not in default.

(b) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT OR IN THIS ASSIGNMENT, WITHOUT LIMITING THE GENERALITY OF CLAUSE (a) ABOVE, ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIMS AND NEGATES ANY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO (i) MERCHANTABILITY OF THE INTERESTS, (ii) FITNESS OF THE INTERESTS FOR ANY PARTICULAR PURPOSE, (iii) CONDITION OF THE INTERESTS, (iv) CONFORMITY OF THE INTERESTS TO MODELS OR SAMPLES OF MATERIALS AND (v) TITLE TO THE INTERESTS.

2. Monies and Proceeds.

(a) ASSIGNOR EXPRESSLY EXCEPTS FROM THIS CONVEYANCE, AND RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, all monies or proceeds (including refunds of taxes or gas marketing costs) held in suspense by, due from or determined and decreed to be due from, any Governmental Authority or taxing authority (whether local, state or federal), pipeline, gatherer or producer of oil, gas or casinghead gas products that are attributable to production from the Interests prior to the Effective Time, and all right, title and interest in and to such refunds, proceeds, refunds, suspense funds and choses in action therefor, are hereby retained by Assignor, its successors and assigns, and excepted from this Assignment.

(b) Assignor shall be entitled to the proceeds of all Hydrocarbons, plant products and residue gas produced or attributable to the Interests and saved for any period prior to the Effective Time, and shall be entitled to the volume of natural gas, natural gas liquids, condensate, liquid Hydrocarbons and other constituents which is contained in the Gathering System associated with production from the Interests and applicable pipelines, if any, as of the Effective Time, all at the prices specified in the Purchase and Sale Agreement. Assignee shall be entitled to the proceeds of Hydrocarbons, plant products and residue gas produced or attributable to the Interests and saved for any period after the Effective Time.

3. Agreements. This Assignment is made subject to and is burdened by the terms, covenants and conditions contained in all valid and subsisting all licenses, farmouts, farmins, options, orders, and other contracts or agreements of a similar nature, included in the definition of Interests, that will be binding on Assignee following the date of this Assignment or otherwise burden the Interests, and Assignee agrees to be bound by and assume the obligations arising thereunder.

4. Compliance with Laws. This Assignment is made subject to all applicable laws, statutes, ordinances, rules, regulations, codes, or binding judicial precedents that are legally promulgated

or issued by any Governmental Authority. Assignee hereby assumes, and does hereby agree to become responsible for, the plugging and abandoning of any well(s) for which Assignor is responsible and for any reclamation of the lands after plugging and abandoning operations are completed on any such well(s), and that at such time as any such well(s) covered by the Lease assigned hereby are abandoned, such will be properly plugged in accordance with the applicable rules and regulations of the State of Kansas or other jurisdictional authorities and provisions of the Leases, if any, effective at the time the well(s) are plugged and abandoned. Further, Assignee does hereby agree to register this Assignment to Assignee with the appropriate agencies having jurisdiction over oil and gas operations and shall obtain the release of the Leases conveyed by this Assignment from any bond presently made by or on behalf of Assignor with respect to such portion, and agrees to substitute in place thereof each Assignee's bond with the State of Kansas.

6. Successors and Assigns. The terms, covenants and conditions contained in this Assignment are binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns, and such terms, covenants and conditions are covenants running with the land and with each subsequent transfer or assignment of the Interests or any part thereof.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Neither Assignor nor Assignee shall be bound until such time as both Assignor and Assignee have executed counterparts of this Assignment.

[Signature page follows.]

EXECUTED on the day and year first referenced above, but effective as of the Effective Time.

ASSIGNOR

KANSAS RESOURCE DEVELOPMENT COMPANY

By: [Signature]
Bradley R. Kramer, Chief Operating Officer

ASSIGNEE

JTC Oil, Inc.

By: [Signature]
Tom Cain, President

STATE OF §
 §
COUNTY OF §

This instrument was acknowledged before me this 15 day of December, 2016 by CEO of Bradley R. Kramer on behalf of said company.

LINDA D. COX
Notary Public - State of Kansas
My Appt. Expires 8-17-19

[Signature]
Notary Public, State of Kansas

STATE OF KS §
 §
COUNTY OF Johnson §

This instrument was acknowledged before me this 15 day of Dec, 2016 by Tom Cain, owner of JTC Oil, Inc on behalf of said company.

LINDA D. COX
Notary Public - State of Kansas
My Appt. Expires 8-17-19

[Signature]
Notary Public, State of Kansas

Exhibit A

Waddle Lease

Dated: January 19, 1954

Filed: December 14, 1954

Recorded: Misc. Book 188, Page 232

Lessors: Hugh Waddle and Lillian Waddle, husband and wife

Description: The Southwest Quarter Section 23, Township 18, Range 21, containing 127 acres, more or less and all of Sub. 3-4 and part of the Northeast quarter Section 26, Township 18 Range 21 containing 80 acres more or less, Miami County, Kansas.

NRI: 8.45%

Haddock Lease

Dated: February 12, 2008

Filed: February 19, 2008

Recorded: Book 2008, Page 00863

Lessors: Silas William Haddock and Janice A. Haddock, his wife

Lessee: Town Oil Co., Sub S Corp

Description: The North half of the Northwest Quarter of Section 24, Township 18, Range 21, excepting a strip of land on the North side 25 feet wide the entire length formerly deeded to L.B. Hellebower, for road purposes, also a strip of land 31 ¼ feet wide and 80 rods long off of the West side of the Northwest Quarter of the Northeast Quarter of Section 24, Township 18, Range 21, excepting therefrom a parcel of land located in the Northwest corner of the Northeast Quarter of Section 24, Township 18, Range 21, described as follows: Beginning at the Northwest Corner of said Quarter Section, thence south 25 feet, thence East 31 ¼ feet, thence North 25 feet, thence West 31 ¼ feet to the place of beginning, in Miami County, Kansas

NRI: 8.75%

Hays Lease

Dated: January 15, 2007

Filed: June 7, 2007

Recorded: Book 2007, Page 03710

Lessors: Robert J. Hays and Wilma Mae Hays

Lessee: Town Oil Company, Sub S Corporation

Description: The Southwest Quarter (SW/4) of Section Thirteen (13), Township Eighteen (18), Range Twenty-One (21), Miami County, Kansas

NRI: 8.75%

Shipley Lease

Dated: January 15, 2007

Filed: June 6, 2007

Recorded: Book 2007, Page 03711

Re-recorded: Book 2008, Page 01811 (to correct legal description)

Lessors: Sammy J. Shipley and Marilyn K. Shipley, his wife

Lessee: Town Oil Company, Sub S Corporation

Description: The West Half (W1/2) of the West Half (W1/2) of the Southeast Quarter (SE/4) of Section 13, Township 18S, Range 21E, Miami County, Kansas (corrected legal description)

WHICH LEASE WAS REPLACED BY THE FOLLOWING OIL AND GAS LEASE:

Dated: February 25, 2014

Filed February 26, 2014

Recorded: Book 2014, Page 00774

Lessors: Sammy J. Shipley, a/k/a Sammy Shipley, Jr. and Marilyn K. Shipley, his wife

Lessee: Town Oil Company, Sub S Corporation

Description: Beginning at the Northwest corner of the West ½ of the Southeast ¼ of Section 13, Township 18 South, Range 21, thence South 120 rods to the section line; thence West 41 rods to the Southwest corner of the West ½ of the Southeast ¼ of Section 13; thence North 160 rods to the place beginning, in Miami County, Kansas.

NRI: 8.75%

Chisam Lease

Dated: December 3, 1973

Filed: December 21, 1973

Recorded: Book 242 of Misc., Page 605

Lessors: James Chisam and Wanda Chisam

Lessee: Mason and Mason, a Partnership composed of Patricia J. Mason and Robert A. Mason

Description: East half (E/2) of Section 15, Township 19S, Range 22E, Miami County, Kansas

NRI: 8.75%

Cook Lease

Dated: January 7, 1966

Filed: September 6, 1966

Recorded: Book 214, Page 305

Lessors: Ernest S. Cook and June M. Cook, his wife

Lessee: Robert A. Mason

Description: Southwest Quarter (SW/4) of Section 15, Township 19S, Range 22E, Miami County, Kansas

NRI: 8.75%



* 2 0 1 6 - 0 6 1 4 8 8 *

2016-06148

KATIE FORCK

MIAMI COUNTY REGISTER OF DEEDS

DATE RECORDED: 12/15/2016 01:08:02PM

TOTAL FEES: 92.00 MTG AMOUNT: 0.00

PAGES: 8 RECEIPT: 64765

2016-06148

KRED
9393 W 110TH ST
OVERLAND PARK KS 66210

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS §
 §
COUNTY OF MIAMI § ss.

This ASSIGNMENT AND BILL OF SALE (this "Assignment"), dated December 15, 2016, but effective as of December 1, 2016 at 7:00 a.m. Central Daylight Time ("Effective Time"), is from **RSFF, L.P.**, a Delaware limited partnership ("**RSFF**"), with an office at 8 Holme Court, Newtown, PA 18940 ("Assignor"), to **JTC OIL, INC.**, a Kansas corporation, with an office at 35790 Plum Creek Road, Osawatomie, KS 66064 ("Assignee").

FOR Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS, ASSIGNS, SETS OVER and DELIVERS to Assignee all Assignor's right, title and interest (real, personal, mixed, contractual or otherwise) in, to and under or derived from the following:

1) the oil and gas leases, leasehold interests, rights and all other interests attributable or allocable to the oil and gas leases or leasehold interests (including, without limitation, any rights created by virtue of pooling, unitization, communitization, operating agreements, licenses, permits and other agreements) and other properties and interests described on Exhibit A attached hereto (the "Leases"), together with identical undivided interests in and to the property and rights incident thereto, including, without limitation, as of the Effective Time, all rights in, to, and under all licenses, farmouts, farmins, options, orders, and other contracts or agreements of a similar nature in any way relating to the Leases;

2) the wells, equipment, materials, fixtures and improvements on the Leases as of the Effective Time, or used or obtained exclusively in connection with the Leases or in connection with the production, treatment, sale or disposal of all crude oil, natural gas, casinghead gas, condensate, distillate, natural gas liquids and other liquid or gaseous hydrocarbons and all products refined or extracted therefrom, including, without limitation,

hydrocarbons and all products refined or extracted therefrom, including, without limitation, helium, together with all minerals produced in association with these substances (“Hydrocarbons”) or waste produced therefrom or attributable thereto (collectively, the “Equipment”);

3) the unitization, pooling and operating agreements, and the units created thereby which relate to the Leases or which relate to units or wells located on the Leases, including, without limitation, the units formed under orders, regulations, rules, and other official acts of any federal, state, municipal, local or similar governmental authority, regulatory or administrative agency or court (“Governmental Authority”) having jurisdiction, together with any right, title, and interest created thereby in the Leases;

4) gas purchase contracts and product purchase and sale agreements related to the Leases;

5) the gathering lines, liquid and gas lines, taps, meters and all other equipment, supplies, machinery, materials or facilities appurtenant to or considered part of such lines used in connection with the Interests (the “Gathering System”);

6) all rights-of-way, easements, and surface use leases appurtenant to the Leases and Gathering System;

7) equipment leases and rental contracts related to the Leases or used in connection with the production, treatment, sale or disposal of Hydrocarbons or waste produced therefrom or attributable thereto (to the extent the same are assignable);

8) all lease files, land files, well files, product purchase and sale contracts, division order files, abstracts, title opinions, engineering and geological data, reports, maps, logs, and well records contained in Assignor’s files relating to the Interests;

9) written permits, licenses, franchises, registrations, variances and approvals related to the Leases, issued by any Governmental Authority (to the extent the same are assignable); and

10) gas gathering agreements, gas processing agreements, contracts and other agreements of a similar nature used in connection with the Leases, the Equipment, and the Gathering System (to the extent the same are assignable).

TO HAVE AND TO HOLD the Interests subject to the following terms and conditions:

1. Disclaimers of Warranties.

(a) Effective as of the date hereof, the Interests are conveyed by Assignor “WHERE IS” and “AS IS”, and without any warranty of title, express or implied, except Assignor does hereby warrant and forever defend all and singular title to the Interests unto Assignee, its successors and assigns against any claims made by, through or under Assignor, subject, however, to the following: (i) lessor’s royalties, overriding royalties, production payments, and reversionary interests; (ii) sales contracts covering oil, gas or associated Hydrocarbons produced from the Interests; (iii) preferential rights to purchase and required third party consents to

assignments and similar agreements with respect to which (A) waivers or consents have been obtained from the appropriate parties prior to the date hereof, or (B) required notices have been given to the holders of such rights and the appropriate time period for asserting such rights expired without an exercise of such rights prior to the date hereof; (iv) liens for current taxes or assessments not yet due as of the date hereof; (v) all rights to consent by, required notices to, filings with, or other actions by governmental agencies in connection with the sale or conveyance of oil and gas leases or interests therein or the sale of production therefrom if the same are customarily obtained subsequent to such sale or conveyance; (vi) easements, rights-of-way, servitudes, permits, surface leases, and other rights in respect of surface operations on or over any of the Interests which do not operate to materially interfere with current operations on the Interests; (vii) liens of operators relating to obligations not yet due or pursuant to which Assignor is not in default, and materialmen's, mechanics, repairmen's, or other similar liens or charges arising in the ordinary course of business incidental to construction, maintenance or operation of the Interests and with respect to which Assignor is not in default; and (viii) any title defects waived by Assignee pursuant to the terms of that certain Purchase and Sale Agreement, dated December 15, 2016, between Assignor and Assignee (the "Purchase and Sale Agreement").

(b) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT OR IN THIS ASSIGNMENT, WITHOUT LIMITING THE GENERALITY OF CLAUSE (a) ABOVE, ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIMS AND NEGATES ANY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO (i) MERCHANTABILITY OF THE INTERESTS, (ii) FITNESS OF THE INTERESTS FOR ANY PARTICULAR PURPOSE, (iii) CONDITION OF THE INTERESTS, (iv) CONFORMITY OF THE INTERESTS TO MODELS OR SAMPLES OF MATERIALS AND (v) TITLE TO THE INTERESTS.

2. Monies and Proceeds.

(a) ASSIGNOR EXPRESSLY EXCEPTS FROM THIS CONVEYANCE, AND RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, all monies or proceeds (including refunds of taxes or gas marketing costs) held in suspense by, due from or determined and decreed to be due from, any Governmental Authority or taxing authority (whether local, state or federal), pipeline, gatherer or producer of oil, gas or casinghead gas products that are attributable to production from the Interests prior to the Effective Time, and all right, title and interest in and to such refunds, proceeds, refunds, suspense funds and choses in action therefor, are hereby retained by Assignor, its successors and assigns, and excepted from this Assignment.

(b) Assignor shall be entitled to the proceeds of all Hydrocarbons, plant products and residue gas produced or attributable to the Interests and saved for any period prior to the Effective Time, and shall be entitled to the volume of natural gas, natural gas liquids, condensate, liquid Hydrocarbons and other constituents which is contained in the Gathering System associated with production from the Interests and applicable pipelines, if any, as of the Effective Time, all at the prices specified in the Purchase and Sale Agreement. Assignee shall be entitled to the proceeds of Hydrocarbons, plant products and residue gas produced or attributable to the Interests and saved for any period after the Effective Time.

3. Agreements. This Assignment is made subject to and is burdened by the terms, covenants and conditions contained in all valid and subsisting all licenses, farmouts, farmins, options, orders, and other contracts or agreements of a similar nature, included in the definition of Interests, that will be binding on Assignee following the date of this Assignment or otherwise burden the Interests, and Assignee agrees to be bound by and assume the obligations arising thereunder.

4. Compliance with Laws. This Assignment is made subject to all applicable laws, statutes, ordinances, rules, regulations, codes, or binding judicial precedents that are legally promulgated or issued by any Governmental Authority. Assignee hereby assumes, and does hereby agree to become responsible for, the plugging and abandoning of any well(s) for which Assignor is responsible and for any reclamation of the lands after plugging and abandoning operations are completed on any such well(s), and that at such time as any such well(s) covered by the Lease assigned hereby are abandoned, such will be properly plugged in accordance with the applicable rules and regulations of the State of Kansas or other jurisdictional authorities and provisions of the Leases, if any, effective at the time the well(s) are plugged and abandoned. Further, Assignee does hereby agree to register this Assignment to Assignee with the appropriate agencies having jurisdiction over oil and gas operations and shall obtain the release of the Leases conveyed by this Assignment from any bond presently made by or on behalf of Assignor with respect to such portion, and agrees to substitute in place thereof each Assignee's bond with the State of Kansas.

6. Successors and Assigns. The terms, covenants and conditions contained in this Assignment are binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns, and such terms, covenants and conditions are covenants running with the land and with each subsequent transfer or assignment of the Interests or any part thereof.

7. Purchase and Sale Agreement. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in the Purchase and Sale Agreement, a copy of which can be obtained from Assignee at the above referenced address. The terms, covenants and conditions of the Purchase and Sale Agreement are incorporated herein by reference, and if there is a conflict between the provisions of the Purchase and Sale Agreement and this Assignment, the provisions of the Purchase and Sale Agreement shall control.

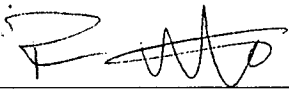
8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Neither Assignor nor Assignee shall be bound until such time as both Assignor and Assignee have executed counterparts of this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date set forth in their respective acknowledgments below, but effective for all purposes as of the Effective Time.

ASSIGNOR:

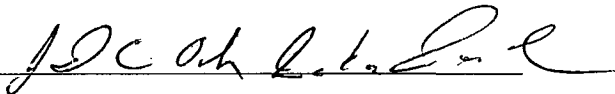
RSFF, L.P.

By: 

Name: BYRON WILLIAMS

Title: MANAGING DIRECTOR

ASSIGNEE:

By: 

Name: JTC Oil Inc by Tom Casady

Title: owner

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Tony Blancato, Notary Public
Newtown Boro, Bucks County
My Commission Expires Oct. 5, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

STATE OF PENNSYLVANIA

§
§
§

COUNTY OF Bucks

Before me, the undersigned authority, a Notary Public in and for the County of Bucks, State of PENNSYLVANIA, personally appeared BRIAN WILLIAMS, to me known to be the person who executed the within and foregoing instrument as the MANAGING DIRECTOR of RSFF, L.P., and acknowledged to me that he executed the same as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

GIVEN UNDER MY OFFICIAL SEAL, this 7TH day of DECEMBER, 2016.

My Commission Expires:

Tony Blancato
Notary Public in and for
Bucks County, PENNSYLVANIA

STATE OF Kansas

§
§
§

COUNTY OF Johnson

Before me, the undersigned authority, a Notary Public in and for the County of Johnson State of KS, personally appeared Tom Cain, to me known to be the person who executed the within and foregoing instrument as the owner of JTC Oil Inc and acknowledged to me that he executed the same as the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

GIVEN UNDER MY OFFICIAL SEAL, this 15 day of Dec, 2016.

My Commission Expires:

Linda D Cox
Notary Public in and for
Johnson County, KS

LINDA D. COX
Notary Public - State of Kansas
My Appt. Expires 8-17-19

[Acknowledgment Page to Partial Assignment]

EXHIBIT A

Exhibit A

Waddle Lease

Dated: January 19, 1954

Filed: December 14, 1954

Recorded: Misc. Book 188, Page 232

Lessors: Hugh Waddle and Lillian Waddle, husband and wife

Description: The Southwest Quarter Section 23, Township 18, Range 21, containing 127 acres, more or less and all of Sub. 3-4 and part of the Northeast quarter Section 26, Township 18 Range 21 containing 80 acres more or less, Miami County, Kansas.

NRI: 35.775%

Haddock Lease

Dated: February 12, 2008

Filed: February 19, 2008

Recorded: Book 2008, Page 00863

Lessors: Silas William Haddock and Janice A. Haddock, his wife

Lessee: Town Oil Co., Sub S Corp

Description: The North half of the Northwest Quarter of Section 24, Township 18, Range 21, excepting a strip of land on the North side 25 feet wide the entire length formerly deeded to L.B. Hellebower, for road purposes, also a strip of land 31 ¼ feet wide and 80 rods long off of the West side of the Northwest Quarter of the Northeast Quarter of Section 24, Township 18, Range 21, excepting therefrom a parcel of land located in the Northwest corner of the Northeast Quarter of Section 24, Township 18, Range 21, described as follows: Beginning at the Northwest Corner of said Quarter Section, thence south 25 feet, thence East 31 ¼ feet, thence North 25 feet, thence West 31 ¼ feet to the place of beginning, in Miami County, Kansas

NRI: 39.375%

Hays Lease

Dated: January 15, 2007

Filed: June 7, 2007

Recorded: Book 2007, Page 03710

Lessors: Robert J. Hays and Wilma Mae Hays

Lessee: Town Oil Company, Sub S Corporation

Description: The Southwest Quarter (SW/4) of Section Thirteen (13), Township Eighteen (18), Range Twenty-One (21), Miami County, Kansas

NRI: 39.375%

Shipley Lease

Dated: January 15, 2007

Filed: June 6, 2007

Recorded: Book 2007, Page 03711

Re-recorded: Book 2008, Page 01811 (to correct legal description)

Lessors: Sammy J. Shipley and Marilyn K. Shipley, his wife

Lessee: Town Oil Company, Sub S Corporation

Description: The West Half (W1/2) of the West Half (W1/2) of the Southeast Quarter (SE/4) of Section 13, Township 18S, Range 21E, Miami County, Kansas (corrected legal description)

WHICH LEASE WAS REPLACED BY THE FOLLOWING OIL AND GAS LEASE:

Dated: February 25, 2014

Filed February 26, 2014

Recorded: Book 2014, Page 00774

Lessors: Sammy J. Shipley, a/k/a Sammy Shipley, Jr. and Marilyn K. Shipley, his wife

Lessee: Town Oil Company, Sub S Corporation

Description: Beginning at the Northwest corner of the West ½ of the Southeast ¼ of Section 13, Township 18 South, Range 21, thence South 120 rods to the section line; thence West 41 rods to the Southwest corner of the West ½ of the Southeast ¼ of Section 13; thence North 160 rods to the place beginning, in Miami County, Kansas.

NRI: 39.375%

Chisam Lease

Dated: December 3, 1973

Filed: December 21, 1973

Recorded: Book 242 of Misc., Page 605

Lessors: James Chisam and Wanda Chisam

Lessee: Mason and Mason, a Partnership composes of Patricia J. Mason and Robert A. Mason

Description: East half (E/2) of Section 15, Township 19S, Range 22E, Miami County, Kansas

NRI: 39.375%

Cook Lease

Dated: January 7, 1966

Filed: September 6, 1966

Recorded: Book 214, Page 305

Lessors: Ernest S. Cook and June M. Cook, his wife

Lessee: Robert A. Mason

Description: Southwest Quarter (SW/4) of Section 15, Township 19S, Range 22E, Miami County, Kansas

NRI: 39.375%