

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, CONVEYANCE AND BILL OF SALE

STATE OF KANSAS            )  
  )  
COUNTY OF CLARK         )

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ROCK CREEK ENERGY, LLC, a Colorado Limited Liability Company ("Assignor"), having a place of business at 9781 S. Meridian Blvd., Suite 325, Englewood, Colorado, hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS AND DELIVERS unto

EAGLE ENERGY RESOURCES, LLC  
153 S. BROADWAY ST.  
LA PORTE, TEXAS 77571

and its successors and assigns ("Assignee"), as of the Effective Time all of Assignor's right, title and interest in and to the following (the "Properties"):

- (a) the oil, gas and mineral leases and mineral fee interests described on Exhibit A-1 ("Leases"), and the operating rights, working interests, net revenue interests, and other rights to crude oil, natural gas, casinghead gas, condensate, natural gas liquids, other liquid or gaseous hydrocarbons ("Hydrocarbons") therein, whether producing or non-producing, in each case, subject to any depth limitations described on Exhibit A-1 (Assignor's interest as so limited, the "Real Property Interests"), it being the intent of Assignor to convey, and Assignor does hereby convey to Assignee, all right, title and interest of Assignor in any and all wells and plants located on the lands covered by the Real Property Interests and all lands pooled or unitized therewith (the "Lands") and it also being the intent of Assignor to convey, and Assignor does hereby convey to Assignee all of Assignor's right, title and interest in, to and under the leases, even though such quantitative deficient and/or insufficiently described in, or a description of any such interest, leases or land be omitted from Exhibit A-1;
- (b) all oil, gas, injection, disposal, water and other wells located on the Lands, including without limitation those wells described on Exhibit A-2 (collectively, the "Wells");
- (c) all equipment, fixtures, improvements, and other real, personal and mixed property that is appurtenant to or used or held for use in connection with the production, gathering, treatment, processing, storing, transporting, sale or disposal of Hydrocarbons or water produced from the Wells, including all such equipment currently in inventory and stored on the premises, or installed, or in the process of being installed, on any Real Property Interest as of the Effective Time;

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- (d) all unitization, pooling, communitization agreements, declarations and orders, and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, in the case, to the extent attributable to the Lands;
- (e) all Hydrocarbons in, on, under or produced from or attributable to the Lands from and after the Effective Time and the proceeds thereof (“Production”);
- (f) to the extent assignable (i) all easements, rights-of-way, surface fee interests, surface leases, surface use agreements and other surface usage rights existing as of the Closing Date to the extent used or held for use in connection with the ownership or operation of the Properties (“Surface Agreements”), and (ii) any permit, license, right consent, registration, order, approval, variance, exemption, waiver, or other authorization, in each case, of a Governmental Authority, in each case, relating to the ownership or operation of the Properties;
- (g) all existing and valid Hydrocarbon sales agreements, operating agreements, gathering agreements, transportation agreements, farmout and farmin agreements, unitization, pooling and communitization agreements, purchase agreements, exploration agreements, area of mutual interest agreements, exchange and processing agreements, balancing agreements, service agreements, partnership and joint venture agreements and any other contracts, agreements and instruments, in each case, to the extent the above agreements cover, are attributable to or relate to the Real Property Interest Lands or the Wells (“Agreements”);
- (h) Assignor’s files, records and data (including electronic data) to the extent specifically related to the Properties, including but not limited to lease files, land files, well files, well logs, field files, Property flowline and pipeline maps, equipment schematics and manuals, division order files, abstracts, title files, surveys, engineering and/or production files, and accounting and production tax records (“Records”); and
- (i) TO HAVE AND TO HOLD the Properties unto Assignee forever. Assignor hereby binds itself to warrant and forever defend the title to the Properties unto Assignee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

The Properties, Leases, Lands, Real Property Interests, Hydrocarbons, Wells, Production, Agreements, Surface Agreements, and Records may also be collectively referred hereafter as the “Interests”.

Assignee, in consideration of the mutual benefits to be derived hereunder, and by its acceptance hereof, understands and agrees to the following terms and conditions:

1. As used herein, “Claims” shall include claims, rights, demands, causes of action, liabilities, damages, losses, fines, penalties, judgments or proceedings of any and every kind or character whatsoever, whether arising or founded in law, equity, statute, contract, tort, strict liability or voluntary settlement, and all expenses, costs and fees (including attorney’s fees) in connection therewith.

2. As used herein, "Environment Laws" shall mean and all laws, statutes, regulations, rules, orders, ordinances, permits or determinations of any government authority pertaining to health, the environment, wildlife, or natural resources in effect in or for the jurisdiction in which the interests are located.
3. Assignee hereby agrees to assume, be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the Interests, including, without limitation, those duties and obligations arising under or by virtue of the Leases, Agreements, and Rights-of-Way, and/or any other lease, contract, agreement, document, permit, applicable statute, rule, Environment Law, regulation, or order of any governmental authority (specifically including, without limitation, any governmental request or requirement to plug, re-plug and/or abandon any well of whatsoever type, status, or classification, or take any clean-up restoration, or other action with respect to the Interests). The obligations and duties assumed hereunder include, without limitation, the payment and/or performance of all current and future taxes, leasehold and equipment rentals and release payments, net profit obligations, carried working interests and any other matters with which the Interests may be burdened, including any third party billing obligations.
4. Assignee hereby agrees to assume, be responsible for and comply with all duties and obligations for obtaining any consents which are or may be required by the Leases, Agreements, and or Surface Agreements in connection with this Assignment and Bill of Sale ("Assignment").
5. As to the distribution of production from the Interests, all oil in storage above the pipeline connection or above the valve line at the Effective Time hereof shall be credited to Assignor at the then prevailing price for such oil. Assignor, as Operator, shall gauge the oil in storage as of the effective time.
6. Except as otherwise provided in this Assignment, all proceeds (including proceeds held in suspense or escrow), receipts, credits, and income attributable to the Interests for all periods of time prior to the Effective Time shall belong to Assignor, and all proceeds, receipts, credits, and income attributable to the Interests for all periods of time from and after the Effective Time shall belong to Assignee.
7. Except as otherwise provided in this Assignment, all costs and expenses attributable to the interests and incurred prior to the Effective Time shall be allocated to Assignor, and all costs and expenses attributable to the interests and incurred subsequent to the Effective Time shall be allocated to Assignee.
8. Immediately following the execution of this Assignment, Assignee shall, at Assignee's sole cost and expense, secure all lease and operating bonds, permits and other similar documents necessary to operate or own the Interests which may be required by any federal, state, or local governmental authority having requisite jurisdiction over the Interests.

9. Within thirty (30) days following the execution of this Assignment, Assignee shall, at Assignee's sole cost and expense:
  - a. erect or install such lease and well signs as may be required by applicable laws, rules and regulations indicating that Assignee is the owner and/or operator of the Interests, and shall remove any and all signs from the Interests referring to Assignor;
  - b. obtain all necessary governmental approvals in order to transfer the Interests to Assignee or to transfer the operations of any Interests to Assignee, as may be applicable, and to file or cause to be filed this Assignment and such other documents, if any, as may be required by any federal, state, or local governmental authority prior to, or as a condition of, approving the transfer of the interests to Assignee.
10. Within thirty (30) days following the execution of this Assignment, Assignor shall deliver, at Assignee's sole risk and expense, the Records in Assignor's possession relating to the Interests. Provided, however, Assignee shall not receive any of Assignor's legal, tax, or financial files, reserve evaluation information competing bids or seismic, geophysical, geological, or other similar information or data. From time to time as requested by Assignor, Assignee shall make such file, records and data available to Assignor for inspection and copying during normal business hours.
11. Assignee shall indemnify, defend, release and hold Assignor and its affiliates, all successors, heirs and assigns of Assignor and its affiliates, and the officers, directors, employees or agents of the foregoing (hereinafter collectively the "Assignor Group"), harmless from and against any and all Claims relating to all duties and obligations assumed by Assignee pursuant to paragraphs 3, 4, 7, 8, and 9 or any other duties and obligations assumed by Assignee under this Assignment, regardless of whether any such Claims arose, occurred, or accrued prior to, on, or after the Effective Time.

ASSIGNEE REPRESENTS AND WARRANTS THAT IT HAS INSPECTED THE INTERESTS AND THE DATA ASSOCIATED THEREWITH, AND THAT ASSIGNEE ACCEPTS THE SAME IN THEIR PRESENT CONDITION, AS IS AND WHERE IS.

ASSIGNEE REPRESENTS AND WARRANTS THAT ASSIGNEE IS AN EXPERIENCED AND KNOWLEDGEABLE INVESTOR IN OIL AND GAS PROPERTIES, HAS THE FINANCIAL AND BUSINESS EXPERTISE TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTIONS COVERED BY THIS ASSIGNMENT, AND HAS RELIED SOLELY ON THE BASIS OF ITS OWN INDEPENDENT INVESTIGATION OF THE INTERESTS FOR ALL PURPOSES. ASSIGNEE ACKNOWLEDGES THAT IS HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF PERSONS IT DEEMED APPROPRIATE CONCERNING THE CONSEQUENCES OF THE PROVISIONS OF THIS ASSIGNMENT AND HEREBY WAIVES ANY AND ALL RIGHTS TO CLAIM THAT IT IS AN UNSOPHISTICATED INVESTOR IN OIL AND GAS PROPERTIES.

ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES (AND THIS ASSIGNMENT IS MADE WITHOUT), ANY REPRESENTATION, COVENANT, OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO THE CONDITION OF THE INTERESTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR OF CONFORMING TO MODELS OR SAMPLES OF MATERIAL AS TO ANY PERSONAL PROPERTY, FIXTURES OR STRUCTURES CONVEYED HEREIN.

ASSIGNOR FURTHER MAKES NO REPRESENTATION, COVENANT, OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY FILES, RECORDS OR DATA 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 FILES, RECORDS AND DATA FURNISHED BY ASSIGNOR IS PROVIDED TO ASSIGNEE AS A CONVENIENCE, AND ANY RELIANCE ON OR US OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE LAWS OF THE STATE OF KANSAS SHALL GOVERN, CONTRUE AND ENFORCE ALL OF THE RIGHTS AND DUTIES OF THE PARTIES ARISING FROM OR RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS ASSIGNMENT.

It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee, subject to the reservations and conditions herein contained, all of Assignors, right, title, and interest on the Effective Time hereof in and to the Interests, regardless of the omission of any Lease or Leases, errors in description, any incorrect or misspelled names or any transcribed or incorrect recording references.

TO HAVE AND TO HOLD the same unto the said Assignee forever. The provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding upon Assignor and Assignee, their respective personal representatives, heirs, successors, and assigns. This Assignment is made WITHOUT WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED.

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE may be executed by signing the original or a counterpart thereof. If this Assignment is executed in counterparts, all counterparts taken together shall have the same effect as if all the Parties had signed the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Assignment, Conveyance and Bill of Sale as of the date of their respective acknowledgements below, but effective for all purposes as of October 1, 2018 (the "Effective Time").

**REMAINDER OF PAGE LEFT BLANK – SIGNATURES ON FOLLOWING PAGE**



ASSIGNOR:

**ROCK CREEK ENERGY, LLC**



By: Stephen K. Frazier.  
CEO and President, Rock Creek Resources, LLC  
Manager

ASSIGNEE:

EAGLE ENERGY RESOURCES, LLC

SEE ATTACHED SIGNATURE PAGE

By:  
Name:  
Title:

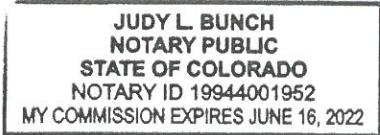
STATE OF COLORADO

§  
§  
§

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of SEPTEMBER by Stephen K. Frazier, as President and CEO of Rock Creek Resources, LLC, Manager of Rock Creek Energy, LLC on behalf of said company.

Witness my hand and official seal.



My commission expires: 6/16/22

*Judy L. Bunch*

JUDY L. BUNCH  
Notary Public

STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of said company.

Witness my hand and official seal.

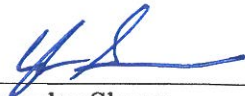
My commission expires:

NOT USED

\_\_\_\_\_  
Notary Public

ASSIGNEE:

Eagle Energy Resources, LLC

By:   
Douglas Shows

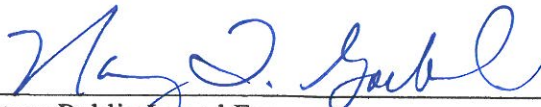
STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on NOVEMBER 20, 2018, by Douglas Shows, of Eagle Energy Resources, LLC, on behalf of said corporation.



  
Notary Public In and For  
The State of TEXAS

My Commission Expires: 9-12-2019

**Exhibit "A-1"**  
**Attached hereto and made a part hereof that Assignment, Conveyance, and Bill of Sale dated effective October 1, 2018**  
**Clark County, Kansas**

Lease ID	Project	Lessor	Lessee	Lease Date	Lease Description	Book	Page
26*KS0691	ENGLEWOOD	CAROLYN R BARTLETT, ETAL	ENRON OIL & GAS COMPANY	9/26/1997	35S-25W SEC 7: N2, SW, N2SE (CLARK COUNTY) 35S-26W SEC 1: SE, E2SW, SENW (MEADE COUNTY)	120	272
26*KS0692	ENGLEWOOD	LOCKE O THIES (AKA GOODNIGHT)	J. FRED HAMBRIGHT, INC.	9/26/1997	35S-25W SEC 7: N2, SW, N2SE (CLARK COUNTY) 35S-26W SEC 1: SE, E2SW, SENW (MEADE COUNTY)		

**Exhibit "A-2"**  
**Attached hereto and made a part hereof that Assignment, Conveyance, and Bill of Sale dated effective October 1, 2018**  
**Clark County, Kansas**

Well ID	Well Name	Active Gross Working Interest	Net Revenue Interest	Legal Description
26*150062	THEIS 7-1R RE-ENTRY	0.80000	0.6400000	SEC 7-T35S-R25W
26*150063	THEIS 7-2	0.80000	0.6400000	SEC 7-T35S-R25W
26*150064	THEIS 7-3	0.80000	0.6400000	SEC 7-T35S-R25W

  
**AFTER RECORDING, RETURN TO:**  
**ENERGYNET SERVICES, INC.**  
 7201 I-40 West, Suite 319  
 Amarillo, TX 79106

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

STATE OF KANSAS            )  
  )  
COUNTY OF MEADE         )

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ROCK CREEK ENERGY, LLC, a Colorado Limited Liability Company (“Assignor”), having a place of business at 9781 S. Meridian Blvd., Suite 325, Englewood, Colorado, hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS AND DELIVERS unto

EAGLE ENERGY RESOURCES, LLC  
153 S. BROADWAY ST.  
LA PORTE, TEXAS 77571

and its successors and assigns (“Assignee”), as of the Effective Time all of Assignor’s right, title and interest in and to the following (the “Properties”):

- (a) the oil, gas and mineral leases and mineral fee interests described on Exhibit A-1 (“Leases”), and the operating rights, working interests, net revenue interests, and other rights to crude oil, natural gas, casinghead gas, condensate, natural gas liquids, other liquid or gaseous hydrocarbons (“Hydrocarbons”) therein, whether producing or non-producing, in each case, subject to any depth limitations described on Exhibit A-1 (Assignor’s interest as so limited, the “Real Property Interests”), it being the intent of Assignor to convey, and Assignor does hereby convey to Assignee, all right, title and interest of Assignor in any and all wells and plants located on the lands covered by the Real Property Interests and all lands pooled or unitized therewith (the “Lands”) and it also being the intent of Assignor to convey, and Assignor does hereby convey to Assignee all of Assignor’s right, title and interest in, to and under the leases, even though such quantitative deficient and/or insufficiently described in, or a description of any such interest, leases or land be omitted from Exhibit A-1;
- (b) all oil, gas, injection, disposal, water and other wells located on the Lands, including without limitation those wells described on Exhibit A-2 (collectively, the “Wells”);
- (c) all equipment, fixtures, improvements, and other real, personal and mixed property that is appurtenant to or used or held for use in connection with the production, gathering, treatment, processing, storing, transporting, sale or disposal of Hydrocarbons or water produced from the Wells, including all such equipment currently in inventory and stored on the premises, or installed, or in the process of being installed, on any Real Property Interest as of the Effective Time;

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- (d) all unitization, pooling, communitization agreements, declarations and orders, and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, in the case, to the extent attributable to the Lands;
- (e) all Hydrocarbons in, on, under or produced from or attributable to the Lands from and after the Effective Time and the proceeds thereof (“Production”);
- (f) to the extent assignable (i) all easements, rights-of-way, surface fee interests, surface leases, surface use agreements and other surface usage rights existing as of the Closing Date to the extent used or held for use in connection with the ownership or operation of the Properties (“Surface Agreements”), and (ii) any permit, license, right consent, registration, order, approval, variance, exemption, waiver, or other authorization, in each case, of a Governmental Authority, in each case, relating to the ownership or operation of the Properties;
- (g) all existing and valid Hydrocarbon sales agreements, operating agreements, gathering agreements, transportation agreements, farmout and farmin agreements, unitization, pooling and communitization agreements, purchase agreements, exploration agreements, area of mutual interest agreements, exchange and processing agreements, balancing agreements, service agreements, partnership and joint venture agreements and any other contracts, agreements and instruments, in each case, to the extent the above agreements cover, are attributable to or relate to the Real Property Interest Lands or the Wells (“Agreements”);
- (h) Assignor’s files, records and data (including electronic data) to the extent specifically related to the Properties, including but not limited to lease files, land files, well files, well logs, field files, Property flowline and pipeline maps, equipment schematics and manuals, division order files, abstracts, title files, surveys, engineering and/or production files, and accounting and production tax records (“Records”); and
- (i) TO HAVE AND TO HOLD the Properties unto Assignee forever. Assignor hereby binds itself to warrant and forever defend the title to the Properties unto Assignee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

The Properties, Leases, Lands, Real Property Interests, Hydrocarbons, Wells, Production, Agreements, Surface Agreements, and Records may also be collectively referred hereafter as the “Interests”.

Assignee, in consideration of the mutual benefits to be derived hereunder, and by its acceptance hereof, understands and agrees to the following terms and conditions:

1. As used herein, “Claims” shall include claims, rights, demands, causes of action, liabilities, damages, losses, fines, penalties, judgments or proceedings of any and every kind or character whatsoever, whether arising or founded in law, equity, statute, contract, tort, strict liability or voluntary settlement, and all expenses, costs and fees (including attorney’s fees) in connection therewith.

2. As used herein, "Environment Laws" shall mean and all laws, statutes, regulations, rules, orders, ordinances, permits or determinations of any government authority pertaining to health, the environment, wildlife, or natural resources in effect in or for the jurisdiction in which the interests are located.
3. Assignee hereby agrees to assume, be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the Interests, including, without limitation, those duties and obligations arising under or by virtue of the Leases, Agreements, and Rights-of-Way, and/or any other lease, contract, agreement, document, permit, applicable statute, rule, Environment Law, regulation, or order of any governmental authority (specifically including, without limitation, any governmental request or requirement to plug, re-plug and/or abandon any well of whatsoever type, status, or classification, or take any clean-up restoration, or other action with respect to the Interests). The obligations and duties assumed hereunder include, without limitation, the payment and/or performance of all current and future taxes, leasehold and equipment rentals and release payments, net profit obligations, carried working interests and any other matters with which the Interests may be burdened, including any third party billing obligations.
4. Assignee hereby agrees to assume, be responsible for and comply with all duties and obligations for obtaining any consents which are or may be required by the Leases, Agreements, and or Surface Agreements in connection with this Assignment and Bill of Sale ("Assignment").
5. As to the distribution of production from the Interests, all oil in storage above the pipeline connection or above the valve line at the Effective Time hereof shall be credited to Assignor at the then prevailing price for such oil. Assignor, as Operator, shall gauge the oil in storage as of the effective time.
6. Except as otherwise provided in this Assignment, all proceeds (including proceeds held in suspense or escrow), receipts, credits, and income attributable to the Interests for all periods of time prior to the Effective Time shall belong to Assignor, and all proceeds, receipts, credits, and income attributable to the Interests for all periods of time from and after the Effective Time shall belong to Assignee.
7. Except as otherwise provided in this Assignment, all costs and expenses attributable to the interests and incurred prior to the Effective Time shall be allocated to Assignor, and all costs and expenses attributable to the interests and incurred subsequent to the Effective Time shall be allocated to Assignee.
8. Immediately following the execution of this Assignment, Assignee shall, at Assignee's sole cost and expense, secure all lease and operating bonds, permits and other similar documents necessary to operate or own the Interests which may be required by any federal, state, or local governmental authority having requisite jurisdiction over the Interests.

9. Within thirty (30) days following the execution of this Assignment, Assignee shall, at Assignee's sole cost and expense:
  - a. erect or install such lease and well signs as may be required by applicable laws, rules and regulations indicating that Assignee is the owner and/or operator of the Interests, and shall remove any and all signs from the Interests referring to Assignor;
  - b. obtain all necessary governmental approvals in order to transfer the Interests to Assignee or to transfer the operations of any Interests to Assignee, as may be applicable, and to file or cause to be filed this Assignment and such other documents, if any, as may be required by any federal, state, or local governmental authority prior to, or as a condition of, approving the transfer of the interests to Assignee.
10. Within thirty (30) days following the execution of this Assignment, Assignor shall deliver, at Assignee's sole risk and expense, the Records in Assignor's possession relating to the Interests. Provided, however, Assignee shall not receive any of Assignor's legal, tax, or financial files, reserve evaluation information competing bids or seismic, geophysical, geological, or other similar information or data. From time to time as requested by Assignor, Assignee shall make such file, records and data available to Assignor for inspection and copying during normal business hours.
11. Assignee shall indemnify, defend, release and hold Assignor and its affiliates, all successors, heirs and assigns of Assignor and its affiliates, and the officers, directors, employees or agents of the foregoing (hereinafter collectively the "Assignor Group"), harmless from and against any and all Claims relating to all duties and obligations assumed by Assignee pursuant to paragraphs 3, 4, 7, 8, and 9 or any other duties and obligations assumed by Assignee under this Assignment, regardless of whether any such Claims arose, occurred, or accrued prior to, on, or after the Effective Time.

ASSIGNEE REPRESENTS AND WARRANTS THAT IT HAS INSPECTED THE INTERESTS AND THE DATA ASSOCIATED THEREWITH, AND THAT ASSIGNEE ACCEPTS THE SAME IN THEIR PRESENT CONDITION, AS IS AND WHERE IS.

ASSIGNEE REPRESENTS AND WARRANTS THAT ASSIGNEE IS AN EXPERIENCED AND KNOWLEDGEABLE INVESTOR IN OIL AND GAS PROPERTIES, HAS THE FINANCIAL AND BUSINESS EXPERTISE TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTIONS COVERED BY THIS ASSIGNMENT, AND HAS RELIED SOLELY ON THE BASIS OF ITS OWN INDEPENDENT INVESTIGATION OF THE INTERESTS FOR ALL PURPOSES. ASSIGNEE ACKNOWLEDGES THAT IS HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF PERSONS IT DEEMED APPROPRIATE CONCERNING THE CONSEQUENCES OF THE PROVISIONS OF THIS ASSIGNMENT AND HEREBY WAIVES ANY AND ALL RIGHTS TO CLAIM THAT IT IS AN UNSOPHISTICATED INVESTOR IN OIL AND GAS PROPERTIES.



ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES (AND THIS ASSIGNMENT IS MADE WITHOUT), ANY REPRESENTATION, COVENANT, OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO THE CONDITION OF THE INTERESTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR OF CONFORMING TO MODELS OR SAMPLES OF MATERIAL AS TO ANY PERSONAL PROPERTY, FIXTURES OR STRUCTURES CONVEYED HEREIN.

ASSIGNOR FURTHER MAKES NO REPRESENTATION, COVENANT, OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY FILES, RECORDS OR DATA 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 FILES, RECORDS AND DATA FURNISHED BY ASSIGNOR IS PROVIDED TO ASSIGNEE AS A CONVENIENCE, AND ANY RELIANCE ON OR US OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE LAWS OF THE STATE OF KANSAS SHALL GOVERN, CONTRUE AND ENFORCE ALL OF THE RIGHTS AND DUTIES OF THE PARTIES ARISING FROM OR RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS ASSIGNMENT.

It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee, subject to the reservations and conditions herein contained, all of Assignors, right, title, and interest on the Effective Time hereof in and to the Interests, regardless of the omission of any Lease or Leases, errors in description, any incorrect or misspelled names or any transcribed or incorrect recording references.

TO HAVE AND TO HOLD the same unto the said Assignee forever. The provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding upon Assignor and Assignee, their respective personal representatives, heirs, successors, and assigns. This Assignment is made WITHOUT WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED.

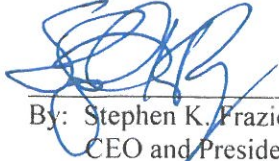
THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE may be executed by signing the original or a counterpart thereof. If this Assignment is executed in counterparts, all counterparts taken together shall have the same effect as if all the Parties had signed the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Assignment, Conveyance and Bill of Sale as of the date of their respective acknowledgements below, but effective for all purposes as of October 1, 2018 (the "Effective Time").

**REMAINDER OF PAGE LEFT BLANK – SIGNATURES ON FOLLOWING PAGE**

ASSIGNOR:

**ROCK CREEK ENERGY, LLC**



By: Stephen K. Frazier,  
CEO and President, Rock Creek Resources, LLC  
Manager

ASSIGNEE:

EAGLE ENERGY RESOURCES, LLC

SEE ATTACHED SIGNATURE PAGE

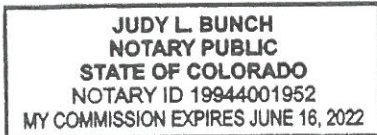
By:  
Name:  
Title:

STATE OF COLORADO  
COUNTY OF DOUGLAS

§  
§  
§

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of SEPTEMBER by Stephen K. Frazier, as President and CEO of Rock Creek Resources, LLC, Manager of Rock Creek Energy, LLC on behalf of said company.

Witness my hand and official seal.



My commission expires: 6/16/22



JUDY L. BUNCH  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

§  
§  
§

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of said company.

Witness my hand and official seal.

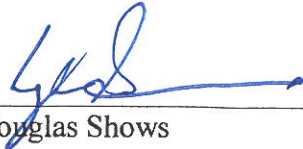
My commission expires:

~~NOT USED~~

\_\_\_\_\_  
Notary Public

ASSIGNEE:

Eagle Energy Resources, LLC

By:   
Douglas Shows

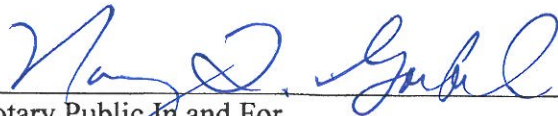
STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on NOVEMBER 20, 2018, by Douglas Shows, of Eagle Energy Resources, LLC, on behalf of said corporation.



  
Notary Public In and For  
The State of TEXAS

My Commission Expires: 9-12-2019

**Exhibit "A-1"**  
**Attached hereto and made a part hereof that Assignment, Conveyance, and Bill of Sale dated effective October 1, 2018**  
**Meade County, Kansas**

Lease ID	Project	Lessor	Lessee	Lease Date	Lease Description	Book	Page
26*KS0693	ENGLEWOOD	ESTHER B JAMES, A WIDOW	EOG RESOURCES INC.	12/28/1999	33S-30W-SEC 29: NW	101	448
26*KS0694	ENGLEWOOD	TEXACO EXPLORATION	J. FRED HAMBRIGHT, INC.	8/22/2000	33S-30W-SEC 29: NW, 33S-30W-SEC 20: SW (EXPIRED)	102	437
26*KS0700	ENGLEWOOD	CAROLYNE R BARTLETT, ETAL	ENRON OIL & GAS COMPANY	9/10/1998	35S-26W-SEC 12: LOTS 1 (40.14), 2 (40.52), E2NW (ADA NW), LOTS 3 (40.88), 4 (41.26), E2SW (ADA SW), E2, (ADA ALL 642.80)	97	394
26*KS0701	ENGLEWOOD	LOCKE O THIES (AKA GOODNIGHT)	NONE	9/26/1997	SEC 13: LOTS 1 (52.89), 2 (53.07), 3 (53.28), 4 (55.22), (ADA ALL 214.40) 35S-26W-SEC 12: LOTS 1 (40.14), 2 (40.52), E2NW (ADA NW), LOTS 3 (40.88), 4 (41.26), E2SW (ADA SW), E2, (ADA ALL 942.80) SEC 13: LOTS 1 (52.89), 2 (53.07), 3 (53.28), 4 (55.22), (ADA ALL 214.40)		

**Exhibit "A-2"**  
**Attached hereto and made a part hereof that Assignment, Conveyance, and Bill of Sale dated effective October 1, 2018**  
**Meade County, Kansas**

Well ID	Well Name	Active Gross Working Interest	Net Revenue Interest	Legal Description
26*150042	BAKER 29-2	1.0000	0.78125	SEC 29-T33S-R30W
26*150060	THEIS 12-1 RE-ENTRY	0.8000	0.6400000	SEC 12-T35S-R26W
26*150061	THEIS 13-1 RE-ENTRY	0.8000	0.6400000	SEC 13-T35S-R26W



