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:	ntea with this form.
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:
Gas Gathering System:	Lease Name:
Saltwater Disposal Well - Permit No.:	
Spot Location: feet from N / S Line	SecTwp R E W Legal Description of Lease:
feet from E / W Line	
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells **	Production Zone(s):
Field Name:	
** Side Two Must Be Completed.	Injection Zone(s):
Surface Pit Permit No.:	feet from N / S Line of Section feet from E / W Line of Section Haul-Off Workover Drilling
Past Operator's License No.	Contact Person:
Past Operator's Name & Address:	Phone:
r ast Operator's Name & Address.	
	Date:
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 noted, approved and duly recorded in the records of the Kansas Corporation Commission records only and does not convey any ownership interest in the	Commission. This acknowledgment of transfer pertains to Kansas Corporation
is acknowledged as	is acknowledged as
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit
Permit No.: Recommended action:	permitted by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC

Side Two

Must Be Filed For All Wells

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

A separate sheet may be attached if necessary

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

Side Two

Must Be Filed For All Wells

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

A separate sheet may be attached if necessary

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

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 #	_
Address 1:	
Address 2:	
City: State: Zip:+	_ If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: () Fax: ()	_
Email Address:	_
Surface Owner Information:	
Name:	_ When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	accepts, and in the weel estate property toy records of the accepts traceurer
City: State: Zip:+	_
the KCC with a plat showing the predicted locations of lease roads, ta	thodic Protection Borehole Intent), you must supply the surface owners and ank batteries, pipelines, and electrical lines. The locations shown on the plat d on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be	e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form m being filed is a Form C-1 or Form CB-1, the plat(s) required by this c, and email address.
KCC will be required to send this information to the surface	I acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this ess of the surface owner by filling out the top section of this form and the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ing fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.
I hereby certify that the statements made herein are true and correct	t to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

Wagner Unit Surface Owners for KSONA Notices

Cheyenne Enterprises, LLC 1032 N.E. 50 Road Elinwood, KS 67526

Gladys K. Wagner Living Trust 3307 E Fairmont Place Broken Arrow, OK 74014

Lenard D. Wagner 2420 W. College St. Hobbs, NM 88242

JAB Farms, LLC 3630 Avenue O Bison, KS 67520

Warren T. & Constance Brady P.O. Box 69 Albert, KS 67511

Marla Ann Hungerford & Charles Hungerford 6125 N. 146th Street Omaha, NE 68116

John M. Maneth & Traci A. Maneth 2110 Foxglove Circle Great Bend, KS 67530

Jeffrey C. Maneth 13242 164th Ave. S.E. Monroe, WA 98272

James M. Maneth 3731 Robin Rd. Great Bend, KS 67530

AFFIDAVIT

STATE OF KANSAS

COUNTY OF JOHNSON

The undersigned, Michael Bernstein being duly sworn hereby deposes and says:

Core Energy, LLC is the owner of Wagner Project (Legal Description is included in assignment)

Core Energy, LLC will have Haas Petroleum, LLC as operator on the leases outlined on the Change of Operator form effective 5/15/2019

I declare that to the best of my knowledge and belief the affirmation herein is true, correct and complete

Executed this 17 of Lau 2019

Michael Bernstein, Managing Member:

NOTARY ACKNOWLEDGEMENT

STATE OF KANSAS, COUNTY OF JOHNSON

NOTARY PUBLIC:

MY COMMISSION EXPIRES: 7/8/2019

MORGAN HAAS
Notary Public
State of Kansas
My Commission Expires 1/8/20

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS \$

COUNTIES OF BARTON & RUSH \$

a Kansas limited liability company having an address of 14208 Nieman Rd., Overland Park, KS 66221, a Delaware limited liability company having an address of 1400 Post Oak Boulevard, Suite 400, Houston, Texas 77056, hereinafter collectively called "Assignor" (whether one or more), and Core Energy, LLC, THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") is made between H2Oil LLC, hereinafter called "Assignee". of One Hundred Dollars (\$100.00) and other good and valuable Assignor's right; title and interest in and to the following properties and interests (collectively, the consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, sells, assigns, bargains, transfers and conveys to Assignee, Assignee's heirs, successors and assigns, CONSIDERATION

- carried interests, farmout depth limitations and other restrictions as described herein and as may be set forth on Exhibit rights, options, and other properties and interests described on Exhibit A, subject to such $\underline{\mathbf{A}}$ (collectively, the "Leases"), together with each and every kind and character of right, title, claim, and interest that Seller has in and to the Leases or the lands currently pooled, unitized, All of the oil and gas leases, subleases and other leaseholds, communitized or consolidated therewith;
- All oil, gas, water or injection wells located on the Lands, whether producing, shut- in, or abandoned, including the working and net revenue interests in the wells shown on **Exhibit** A-1 attached hereto (the "Wells"); ۵,
- All interest of Seller in or to any currently existing pools or units which include all or a part of any Leases or include any Wells, and including all interest of Seller in production of hydrocarbons from any such unit, whether such unit production of hydrocarbons comes from Wells located on or off of a Lease, and all tenements, hereditaments and appurtenances belonging to the Leases and units; ပ
- agreements, exchange agreements, transportation or gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas or processing agreements to the extent applicable to the Properties or the production of hydrocarbons produced in association agreements and instruments by which the Properties are bound, or that relate to or are unitization, pooling and communitization agreements, declarations and orders, joint venture participation otherwise applicable to the Properties, but only to the extent applicable to the Properties therewith from the Properties, but excluding any contracts, agreements and instruments to the extent transfer is restricted by third-party agreement or applicable law and the required Assignee without additional consideration. The parties recognize that this exclusive first option is a material part of the Sale Agreement and that such option is supported by adequate Those Contracts conveyed to and assumed by Assignee pursuant to the LA (defined below), and in addition Assignee is hereby granted an exclusive first option to acquire all contracts, consents to transfer are not obtained prior to Closing or at some time thereafter and provided that "Contracts" shall not include the instruments constituting the Leases; Assignee may exercise this exclusive first option by delivering notice to Assignor of Assignee's election to exercise said exclusive first option and Assignor shall assign such interest or agreement to consideration in the form of a portion of the purchase price thereof and the covenants and rather than Seller's other properties, including but not limited to, operating agreements, agreements, exploration farmin and farmout agreements, agreements contained therein. agreements, j
- All easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights appurtenant to, and used or held for use primarily in connection with the Properties, but excluding any permits and other rights to the extent transfer is restricted by third-party نه

agreement or applicable law and the required consents to transfer are not obtained prior to Closing;

- All equipment, machinery, fixtures and other tangible personal property and improvements located on the Properties or used or held for use primarily in connection with the operation of the Properties; ÷
- or held for use, primarily in connection with the salt water disposal lines, pipelines, gathering systems and appurtenances thereto located on the Properties or used, operation of the Properties; All flow lines, من
- All hydrocarbons produced from or attributable to the Leases, Lands, and Wells from and after the Effective Time (as defined below), together with over-production of hydrocarbons or under-production of hydrocarbons or over-deliveries or under- deliveries with respect to hydrocarbons produced from or allocated to the Assets, regardless of whether such arise at the wellhead, pipeline, gathering system, transportation or other location associated with the Þ.
- Electronic copies of all lease files, land files, well files; gas and oil sales contract files; gas processing files; division order files, abstracts, title opinions, land surveys, non-confidential logs, maps, and other books, records, data, files, and accounting records, in each case to the extent directly related to the Assets, or used or held for use primarily in connection with the maintenance or operation thereof, but excluding (i) any books, records, data, files, maps and accounting records to the extent disclosure or transfer is restricted by third-party agreement or applicable law and the required consents to transfer are not obtained prior to Closing, (ii) computer or communications software or intellectual property (including tapes, codes, data information product of Seller's legal counsel (other than title opinions), (iv) reserve studies and evaluations, and (v) records relating to the negotiation and consummation of the sale of the Assets. and program documentation and all tangible manifestations and technical relating thereto), (iii) attorney-client privileged communications and work ښ.

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

- PERSONS CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. AGAINST AND WARRANTS TITLE TO THE PROPERTIES FROM ASSIGNOR **:**
- This Assignment shall be effective as of May 15, 2019 at 7:00 a.m., local time where the Properties are located (the "Effective Date"). d

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CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (VII) ANY AND ALL OTHER IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW NOW OR HEREAFTER IN EFFECT, OR (VIII) ANY REPRESENTATION OR WARRANTY AS TO (A) THE AMOUNT, VALUE, QUALITY, QUANTITY, VOLUME, OR DELIVERABILITY OF ANY HYDROCARBONS OR RESERVES IN, UNDER, OR ASSIGNOR CONVEYS THE ASSETS TO ASSIGNEE WITHOUT ANY EXPRESS, STATUTORY, OR REPRESENTATIONS RELATING TO (I) ASSIGNOR, (II) ASSIGNOR 'S TITLE IN AND TO THE LEASES AND WELLS, (III) THE CONDITION OF THE WELLS, (IV) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OF THE WELLS, (V) ANY IMPLIED OR EXPRESS WARRANTY OF THE FITNESS OF THE WELLS FOR A PARTICULAR PURPOSE, (VI) ANY IMPLIED OR EXPRESS WARRANTY OF APPLICABLE PROTECTION OF THE ENVIRONMENT OR HEALTH. EXCEPT AS EXPRESSLY SET FORTH IN THIS ATTRIBUTABLE TO THE LEASES OR WELLS, (B) THE PHYSICAL, OPERATING, REGULATORY COMPLIANCE, SAFETY, OR ENVIRONMENTAL CONDITION OF THE WELLS, (C) THE GEOLOGICAL OR ENGINEERING CONDITION OF THE WELLS OR ANY VALUE THEREOF OR (D) THE ACCURACY, COMPLETENESS, OR MATERIALITY OF ANY DATA, INFORMATION, OR RECORDS FURNISHED TO ASSIGNEE IN CONNECTION WITH THIS AGREEMENT. ASSIGNEE ACKNOWLEDGES AND AGREES EXCEPT AS EXPRESSLY SET FORTH IN THIS ASSIGNMENT OR THE LA (DEFINED BELOW), ASSIGNMENT, ASSIGNEE ACCEPTS THE ASSETS "AS IS," "WHERE IS," AND "WITH ALL FAULTS" ASSIGNOR MAKES ENVIRONMENT, WARRANTIES ANY TO THE FOREGOING AND THAT THE FOREGOING DISCLAIMER IS "CONSPICUOUS." ANY KIND, INCLUDING WITH THE ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO STATE OF REPAIR. COMPLIANCE WARRANTY REGARDING IMPLIED WARRANTY OR REPRESENTATION OF AND IN THEIR PRESENT CONDITION AND EXPRESS OR

- It is agreed that Assignor will be responsible for the payment of any and all production, severance Ad valorem taxes for the 2019 tax year shall be prorated between Assignor and Assignee as of the Effective Date. and ad valorem taxes due or payable prior to the Effective Date. 4
- shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee. This Assignment and the other documents delivered pursuant hereto shall be governed and construed in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of laws that would result in the application of the laws of another The terms and conditions contained herein shall constitute covenants running with the land, Ś
- To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Properties. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Properties, but only to the extent not enforced by Assignor. 6.
- into by and between Assignor and Assignee on the 2nd day of May 2019 (the "LA"). In the event Assignment is subject to the terms and conditions of that certain Letter Agreement entered of a conflict between the terms of this Assignment and the terms of the LA, the terms of the LA This ۲.
- In addition to filing this Assignment of record in Rush and Barton Counties, Kansas, the parties shall execute and file with the appropriate authorities, whether state, federal or local, all forms or instruments required by applicable law or regulation to effectuate the conveyance contemplated the interests conveyed herein. The parties agree to execute and deliver such other instruments and documents and take such other actions as may be reasonably necessary to evidence and effectuate hereby. The interests conveyed by such separate assignments are the same, and not in addition to, the transactions contemplated by this Assignment. ∞
- This Assignment shall be binding on all parties who execute same, regardless of whether all parties named herein agree to execute this Assignment or any other instrument conveying any interests described herein. 9
- $_{
 m of}$ This Assignment may be executed in multiple counterparts, all of which are identical and all which constitute one and the same instrument. 10.

2019, but to be effective for all purposes EXECUTED AND DELIVERED this $13 \, \text{day of}$ as of the Effective Date.

ASSIGNOR:

H2OIL, LLC

CORE ENERGY, LLC

ASSIGNEE:

Signature

Signature

Kevin P. Guilbeau Chief Executive Officer

Harvey Michael Burstein Managing Member

ACKNOWLEDGMENTS

STATE OF KANSAS §

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COUNTY OF EZAN KLIN §

, 2019, by limited day of my Kansas Harvey Michael Burstein, Mananing Membarof Oure Energy L.C., a liability company, on behalf of said company. This instrument was acknowledged before me on this 21

NOTARY PUBLIC - State of Kansas RONDA ROSSMAN MY Appt. Exp. 2125,22

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Notary Public

STATE OF TEXAS

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COUNTY OF HARRIS

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, 2019 by Kevin P. Guilbeau, Chief Executive Officer of H2Oil LLC, a Delaware limited liability company, on behalf of said company. 1144 day of 5 This instrument was acknowledged before me on this _

THOMAS HOLLAND
Notary ID # 131253230
My Commission Expires
August 21, 2021

Notary Public

mostland

Lessor	Lessee	Lease Date	Legal Description	Twnshp	Range	Section: Volume	Volume	Page	County	Depth Limitations
Geoffrey Tammen	Landstar Associates	11/17/2016	Lot 3, SE/4NW/4, Lot 4, and SW/4NW/4	195	15W	4	620	5986	Barton	None
William Flynn & Patricia Flynn	Landstar Associates	11/5/2016	W/2SW/4	18S	15W	30	620	5984	Barton	None
Charles Brenner, III & Sheri J. Brenner, Co-Trustees of the Revocable inter Vivos Trust of the Brenner Family dated 11/30/2004	Landstar Associates	5/2/2018	W/2SW/4	188	15W	30	620	5985	Barton	None
First Church of God	Landstar Associates	10/12/2016	S/2 lying West of Walnut Creek	185	15W	19	620	5983	Barton	None
First Church of God	Landstar Associates	11/19/2016	Sec 32: SE/4SE/4 Sec 5: S/2 NW	18S 19S	15W 15W	32	620	5988	Barton	None
Bernard Rabenseifner Revocable Trust dated 5/14/15	Landstar Associates	11/20/2016	W/2 Lot 2, W/2SW/4NE/4, Lots 3 & 4, S/2NW/4	198	15W	æ	620	5989	Barton	None
Robert Wissman & Sharon R. Wissman	Landstar Associates	11/17/2016	Lots 1, 2, E/2NW/4	185	15W	30	620	5987	Barton	None
First Church of God	Landstar Associates	6/1/2017	28: Pt. SW/4 S of Hwy 96; 29: Pt. SE/4 S of Hwy 96	18S 18S	15W ⁻ 15W	28 & 29	620	2990	Barton	None
Robert Wissman & Sharon R. Wissman	Landstar Associates	6/21/2017	NE1/4	185	15W	30	620	5991	Barton	None
LaNora F. Banks, sole surviving Trustee of the LaNora F. Banks Kansas	Landstar Associates	9/20/2017	N/2 NE and W/2 North of Hwy 96	185	15W	28	620	6007	Barton	None
Ruby L. Schober, AIF for Rosalina Ann Schick, Trustee of the Rosalia Ann Schick Trust dated 1/11/2008	Landstar Associates	9/19/2017	SW/4 & S/2 SE/4	195	15W	o	620	9009	Barton	None
Maurice A. Yarmer and Julia A. Yarmer, h&w	Landstar Associates	9/7/2017	S/2 NE south of Hwy 96, SW NW, N2 SW, W2 SE, SE SE, 3 acre trs out of NE SE (M&B)	185	15W	34	620	6002	Barton	None
Melvin A. Yarmer and Donave Yarmer, h&w	Landstar Associates	9/7/2017	S/2 NE south of Hwy 96, S/2 NW, N2 SW, W2 SE,	18S	15W	34	620	6003	Barton	None
Michael A. Yarmer and Sonja Yarmer, h&w	Landstar Associates	9/7/2017	S/2 NE south of Hwy 96, S/2 NW, N/2 SW, W2 SE, W2 SE, W8 S EC S S S S S S S S S S S S S S S S S	18S	15W	34	620	6004	Barton	None
Michael W. Hassenplug, a Single man	Landstar Associates	11/9/2017	S/2 NE south of Hwy 96, SW NW, N/2 SW, WZ SE, W2 SE, Wacres out of NE SE (M&B)	185	15W	34	620	6010	Barton	None
Donna Marie Zorn and James Zorn, w&h	Landstar Associates	9/14/2017	MN	188	15W	32	620	6005	Barton	None
James F. Murphy and Loretta M. Murphy, h&w	Landstar Associates	9/6/2017	N/2 NE less 7 acre tract (M&B)	195	15W	11	620	6001	Barton	None

Exhibit A

Tessor	Lessee	Lease Date	Legal Description Twnshp	Twnshp	Range	Section	Volume	Page	County	Depth Limitations
Steve L. Schneider and Tammie M. Schneider, h&W	Landstar Associates	9/5/2017	S/2 NE	185	15W	20	620	0009	Barton	None
First Church of God	Landstar Associates	8/18/2017	E/2 NW/4	195	15W	∞	620	5997	Barton	None
Gloria A. Ochs, Trustee of the Vincent W. Ochs and Gloria A. Ochs Revocable Trust dated October 8, 2009	Landstar Associates	7/17/2017	NE/4, N/2 SE/4	185	15W	32	620	5994	Barton	None
Wayne W. Schope and Janice M. Schope, Co- Trustees of the WSJ Family Living Trust dated 10/28/08	Landstar Associates	7/17/2017	NE/4, N/2 SE/4	185	15W	32	620	5995	Barton	None
Steven D. Wissman	Landstar Associates	8/23/2017	W/2 S&E 5.6 acres M&B out of Nec NW	185	15W	31	620	2998	Barton	None
Erwin Dean Hanken, Trustee and Donna L. Hanken, Trustee of the Hanken Revocable Trust dated 8/26/05	Landstar Associates	8/29/2017	NE/4, N/2 SE/4	195	15W	on .	620	5999	Barton	None
Henry J. Bahr, Jr.	Landstar Associates	7/18/2017	SW/4 and part of NW/4 lying south of AT&SF RR	185	15W	35	620	5996	Barton	None
Arthur M. Sayler III and Esther F. Sayler	Landstar Associates	6/21/2017	Tr.1: Lot1, E2 Lot 2, E2SWNE, SE NE Sec 3, 19S, 15W and Tr 2: Lot 1, SENE Sec 4, 19S, 15W	195	15W	3,4	620	5992	Barton	None
Mary Louise Turner	Landstar Associates	7/7/2017	Tr 1: Lot1, E2 Lot 2, E2SWNE Sec 3, 19S, 15W and Tr 2: Lot 1, SENE Sec 4, 19S, 15W	195	15W	3,4	620	5993	Barton	None
Sheryl A. Dale, Trustee of the Sheryl A. Dale Revocable Trust	Landstar Associates	10/24/2017	Tr1: Sec 19: NW Tr2: Sec 20: SW	185	15W	19, 20	620	6009	Barton	None
Maurice L. Nordman, a single man	Landstar Associates	5/10/2018	W/2 NE	195	15W	4	620	6020	Barton	None
ILS Land, tLC	Landstar Associates	5/9/2018	2/5	195	15W	ю	620	6013	Barton	None
David L. & Melinda S. Weaver Rev. Inter Vivos Trust	Landstar Associates	11/18/2017	5/2	195	15W	æ	620	6011	Barton	None
Jerri Lee Campbell and Gary Campbeli	Landstar Associates	11/18/2017	2/5	195	15W	3	620	6012	Barton	None
Nordman Farms, LLC	Landstar Associates	5/8/2018	NW/4, W/2 SW/4	185	15W	33	620	6109	Barton	None
Marvin L. Schneider, SSP	Landstar Associates	9/26/2017	N/2 NE	185	15W	20	620	8009	Barton	None
William J. Bahr and Mary S. Bahr	Landstar Associates	12/11/2017	NE/4 & S/2 lying east of Walnut Creek	185	15W	19	620	6014	Barton	None
Robert Bahr	Landstar Associates	12/11/2017	NE/4 & S/2 lying east of Walnut Creek	198	15W	19	620	6015	Barton	None
Thomas J. Bahr	Landstar Associates	12/11/2017	NE/4 & S/2 lying east of Walnut Creek	195	15W	19	620	6016	Barton	None
E. James Hiss, III and Melinda L. Hiss	Landstar Associates	2/28/2018	SE/4	195	15W	4	620	6017	Barton	None
Richard L. Hiss and Bertina J. Hiss	Landstar Associates	2/28/2018	SE/4	195	15W	4	620	6018	Barton	None

Lessor	Lessee	Lease Date	Legal Description	Twnshp	Range	Section	Volume	Page	County	Depth Limitations
Leonard E. French & Luanne J. French, H&W	Landstar Associates	6/9/2016	SE/4 Section 34 & NW/4 Section 35	185	16W	35	169	36	Rush	None
David L. Andree and Cheryl Y. Andree, H&W	Landstar Associates	6/11/2016	SE/4 Section 34 & NW/4 Section 35	185	16W	35	169	38	Rush	None
Georganna C. Andree, a single person	Landstar Associates	6/23/2016	SE/4 Section 34 & NW/4 Section 35	185	16W	35	169	40	Rush	None
Thomas W. Andree and Debra E. Andree, H&W	Landstar Associates	6/14/2016	SE/4 Section 34 & NW/4 Section 35	185	16W	35	169	42	Rush	None
Ronald P. Andree and Sharon A. Dupree, H&W	Landstar Associates	6/14/2016	SE/4 Section 34 & NW/4 Section 35	185	16W	35	169	45	Rush	None
Marilyn Rae Roth and William E. Roth, H&W	Landstar Associates	7/22/2016	NW/4 Section 33	185	16W	33	169	58	Rush	None
Jonea Horyna Hartshom and Keno Scott Hartshom, H&W	Landstar Associates	6/23/2016	E/2 Section 19	185	16W	19	169	61	Rush	None
Alicia Murray and Rick D. Murray, H&W	Landstar Associates	7/15/2016	SW/4 Section 20	185	16W	20	169	64	Rush	None
James Kaiser, a married man dealing in his separate property	Landstar Associates	7/15/2016	SW/4 Section 20	185	16W	20	169	67	Rush	None
Darrel J. Huenergardt and Carol A. Huenergardt, husband and wife	Landstar Associates	7/29/2016	NW/4 Section 20	185	16W	20	169	70	Rush	None
Beverly Lynne Kay, a single person	Landstar Associates	7/29/2016	NW/4 Section 20	185	16W	20	169	74	Rush	None
LaRee Janet Reidenbaugh and Robert Reidenbaugh, wife and husband	Landstar Associates	7/29/2016	NW/4 Section 20	185	16W	20	169	78	Rush	None
John T. Koochel and Shirley A. Koochel, husband and wife	Landstar Associates	8/12/2016	W/2NW/4 Section 26	185	16W	56	169	82	Rush	None
Troy A. Schroeder, Trustee of the Troy A. Schroeder Revocable Trust	Landstar Associates	10/13/2016	NE/4 Section 36	185	16W	36	169	86	Rush	None
Helen Jean Hanks and James L. Hanks, Jr., wife and husband	Landstar Associates	10/13/2016	NE/4 Section 36	185	16W	36	169	89	Rush	None
Robert Roy Giesick and Norma J. Geisick, H&W	Landstar Associates	10/17/2016	SE/4 Section 25	185	16W	25	169	108	Rush	None
Karen Just. f/k/a Kaen Sue Schroeder, a single person	Landstar Associates	10/17/2016	SE/2 Section 25	185	16W	25	169	111	Rush	None
Mary A. Depperschmidt and LeRoy <u>Deppe</u> rschmidt, H&W	Landstar Associates	10/17/2016	SE/2 Section 25	185	16W	25	169	114	Rush	None
Beverly Jean Ruder, a single person	Landstar Associates	10/17/2016	SE/2 Section 25	185	16W	25	169	124	Rush	None
Doris L. Reile, Trustee of the Revocable Inter Vivos Trust of Doris L. Reile dated September 26,	Blackstone Oil and Gas (Kansas), LLC	10/7/2015	SW/4 NE/4 Section 21	185	16W	21	172	161	Rush	Reagan Rights Only*
Doris L. Reile, Trustee of the Revocable Inter Vivos Trust of Doris L. Reile dated September 26,	Blackstone Oil and Gas (Kansas), LLC	10/23/2015	3 acres, more or less, out of the SW/4 Section 21	185	16W	21	167	409	Rush	Reagan Rights Only*
Doris L. Reile, Trustee of the Revocable Inter Vivos Trust of Doris L. Reile dated September 26,	Blackstone Oil and Gas (Kansas), LLC	10/23/2015	South 1815 feet of the SE/4 Section 21	185	16W	21	167	411	Rush	Reagan Rights Only*

Lessor	Lessee	Lease Date	Legal Description	Twnshp	Range	Section	Volume	Page	County	Depth Limitations
Doris L. Reile, Trustee of the Revocable Inter Vivos Trust of Doris L. Reile dated September 26, 1996	Blackstone Oil and Gas (Kansas), LLC	5/23/2015	150.00 acres, more or less, out of the SW/4	185	16W	. 21	167	413	Rush	Reagan Rights Only*
Roger Kneller and Doris Reile	Blackstone Oil and Gas (Kansas), LLC	10/23/2015	7.74933 acres, more or less lots 16- 38 and a tract in SW/4	185	16W	22	167	407	Rush	Reagan Rights Onfy*
Troy A. Schroeder, Trustee of the Troy A. Schroeder Revocable Trust dated April 25, 2011	Blackstone Oil and Gas (Kansas), LLC	5/20/2015	159.4 acres of land, more or less, out of the NE/4	185	16W	26	167	219	Rush	Reagan Rights Only*
Troy A. Schroeder, Trustee of the Troy A. Schroeder Revocable Trust dated April 25, 2011	Blackstone Oil and Gas (Kansas), LLC	5/20/2015	79.69 acres of land, more or less, out of the E/2 NW/4	185	16W	56	167	223	Rush	Reagan Rights Only*
Original: LaRue L. Maneth Current: Marla Ann Hungerford; James M. Maneth; John M. Maneth; and Jeffrey C. Maneth,	Blackstone Oil and Gas (Kansas), LLC	5/19/2015	SW/4	185	16W	27	167	2.35	Rush	Reagan Rights Only*
Austin Nokes & Nora Kathleen Nokes	Blackstone Oil and Gas (Kansas), LLC	1/23/2017	1.34646 acres of SE/4	185	16W	23	169	487	Rush	Reagan Rights Only*
Troy A. Schroeder, Trustee of the Troy A. Schroeder Revocable Trust dated April 25, 2011	Blackstone Oil and Gas (Kansas), LLC	5/20/2015	46 acres of land, more or less, out of the SE/4 Section 23	185	16W	23	167	221	Rush	Reagan Rights Only*
Geoffrey F. Tammen	Blackstone Oil and Gas (Kansas), LLC	5/18/2015	47 Acres out of SE/4 Sec 21, Township 18S, Range 16W	185	16W	21	166	781	Rush	Reagan Rights Only*
Geoffrey F. Tammen	Blackstone Oil and Gas (Kansas), LLC	5/18/2015	N/2 NE/4 Section 21, Township 185, Range 16W	185	16W	21	166	771	Rush	Reagan Rights Only*
WSSW FARM, LLC	Blackstone Oil and Gas (Kansas), LLC	6/3/2015	SE/4 NE/4 Section 21	185	16W	21	166	761	Rush	Reagan Rights Only*
Don C. and Mary L. Wilhelm	Blackstone Oil and Gas (Kansas), LLC	6/18/2015	76 ac out NW/4, Section 21, Township 18S, Range 16W, (m&b)	185	16W	21	166	800	Rush	Reagan Rights Only*
Geoffrey F. Tammen	Blackstone Oil and Gas (Kansas), LLC	5/18/2015	Portion of NW/4, Section 21, Township 18S, Range 16W, less and except a tract (76 acres) of land, more of less situated in the NEC NW/4.	185	16W	21	166	773	Rush	Reagan Rights Only*
Geoffrey F. Tammen	Blackstone Oil and Gas (Kansas), LLC	5/18/2015	SW/4 Section 22, less 8 Acres in	185	16W	22	166	775	Rush	Reagan Rights
Original: LaRue L. Maneth Current: Marla Ann Hungerford; James M. Maneth; John M. Maneth; and Jeffrey C. Maneth,	Blackstone Oil and Gas (Kansas), LLC	5/19/2015	SE/4 Section 22	185	16W	22	167	70	Rush	Reagan Rights Only*
Geoffrey F. Tammen	Blackstone Oil and Gas (Kansas), LLC	5/18/2015	E2NW4 Section 22	185	16W	22	166	783	Rush	Reagan Rights Only*
Geoffrey F. Tammen	Blackstone Oil and Gas (Kansas), LLC	5/18/2015	W2NW4 Section 22	185	16W	22	166	779	Rush	Reagan Rights Only*

Lessor	Lessee	Lease Date	Legal Description	Twnshp	Range	Section	Volume	Page	County	Depth Limitations
Kevin C. Koochel	Blackstone Oil and Gas (Kansas), LLC	6/5/2015	W2NW4 Section 22	185	16W	22	166	798	Rush	Reagan Rights Only*
Luanne French, SSP	Landstar Associates	6/2/2017	SW1/4	185	16W	25	171	925	Rush	None
Arlene M. Rolfs, Trustee of the Arlene M. Rolfs Trust and of the Glen E. Rolfs Trust	Landstar Associates	6/2/2017	SW1/4	185	16W	22	171	928	Rush	None
Dale L. Brady and Nancy M. Brady, Trustees of the Brady Revocable Trust dated 10/9/2009	Landstar Associates	7/31/2017	NE1/4	185	16W	25	171	918	Rush	None
The Lee E. Brady and Jane M. Brady Family Limited Partnership dated 3/23/2000	Landstar Associates	7/31/2017	NE1/4	185	16W	25	171	905	Rush	None
The Lee E. Brady and Jane M. Brady Family Limited Partnership dated 3/23/2000	Landstar Associates	7/17/2017	SE less E2SESE	185	16W	33	171	911	Rush	None
Lee E. Brady Revocable Inter Vivos Trust dated March 23, 2000and Jane M. Brady Revocable Inter Vivos Trust dated March 23, 2000	Landstar Associates	7/17/2017	E2SESE less 5 acres	185	16W	33	171	914	Rush	None
Lee E. Brady and Jane M. Brady, h&w	Landstar Associates	7/31/2017	32 SE	185	16W	24	171	902	Rush	None
Lee E. Brady and Jane M. Brady, h&w	Landstar Associates	7/31/2017	NE1/4	185	16W	33	171	806	Rush	None
Merril W. Hergert and Rachel Hergert, h&w	Landstar Associates	7/5/2017	SE/4	185	16W	26	170	696	Rush	None
Mike Sohm, a single person, and Sharon K. Brack, a single person	Landstar Associates	8/25/2017	E/2 SW/4S&E M&B tract	185	16W	14	171	893	Rùsh	None
Helen Jean Hanks and James L. Hanks, Jr., wife and husband	Landstar Associates	9/6/2017	Lot2, SW/4 NE/4 S/2 SW	195	16W	1 12	171	931	Rush	None
Steven T. Schroeder and Lisa E. Schroeder, h&w	Landstar Associates	4/18/2018	Lot2, SW/4 NE/4 S/2 SW	195	16W	1 12	172	835	Rush	None
Donald Rodney Avey and Janice Kay Avey, h&w Lynette Marie Avey LeMon and David Edward LeMond, w&h Cynthia Jeanne Avey Bredemeier and Roger William Bredemeier, h&w	Landstar Associates	9/26/2017	NW/4 and N2 NE less 6.80 ac tr	185	16W	15	171	968	Rush	None
Dale L. Brady and Nancy M. Brady, Trustees of the Brady Revocable Trust dated 10/9/2009	Landstar Associates	7/17/2017	SW4, less 2.20 acres	185	16W	34	171	921	Rush	None
Richard A. Regan II and Charlene L. Regan, h&w	Landstar Associates	2/1/2018	5 acres out of E/2 SE SE by M&B	185	16W	33	171	935	Rush	None
Pamela J. Lichter and Stephen H. Pechanec, Trustees of Victor A. Pechanec Trust No. 1 dated March <u>1</u> , 1999	Landstar Associates	3/21/2018	226.04 acres out of S/pt Sec 18,18S, 16W and SE/pt Sec 13, 18S, 17W	18S 18S	16W 17W	18	172	830	Rush	None
S&S Limestone Farms, LLC	Blackstone Oil and Gas (Kansas), LLC	12/12/2016	E/2 NE/4	185	16W	18	169	279	Rush	None
Alicia Murray and Rick D. Murray, H&W	Landstar Associates	5/4/2018	W/2 SE/4	185	16W	29	172	839	Rush	None
Marvin L. Schneider, SSP	Landstar Associates	9/26/2017	SE NE, E/2 SE	185	16W	13	171	890	Rush	None
Robert H. Dyer, Trustee of the Robert H. Dyer Livings Trust Indenture dated	Landstar Associates	5/18/2018	SE S&E 3 ac m&b tr	195	16W	1	172	855	Rush	None
Karen L. Oetken & Gerald Oetken	Landstar Associates	1/30/2018	E2 NE/4	198	16W	н	172	827	Rush	None
Karen L. Oetken & Gerald Oetken	Landstar Associates	1/30/2018	E2 NW/4	S61	16W	1	172	858	Rush	None
- 1	Landstar Associates	1/30/2018	W/2 NW/4	195	16W	1	172	861	Rush	None
Rosalia Ann Schrick Trust	Landstar Associates	1/27/2018	MS.	195	16W	1	172	824	Rush	None

The "Wells"
Attached to and made a part of that Assignment and Bill of Sale dated effective May 15, 2019, by and between H2Oil, LLC as Seller, and Haas Petroleum, LLC, as Purchaser.

Well	API	Well Type	H20il WI	H20il NRI
Wagner Unit #2 Well	15-165-22155-01 Oil producer	Oil producer	00000866	.81419860
Wagner Unit 1-28 Well	15-165-21826	Oil producer	00000866	.81419860
Wagner Unit #3 Well	15-165-22156	Oil producer	00000866	.81419860
Wagner Unit WSW#1	15-165-22152	Water supply	00000866	.81419860
Well		well		
Wagner Unit #1 Well	15-165-22153-01 Salt water	Salt water	00000866	.81419860
		disposal well		

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS §

COUNTIES OF BARTON & RUSH §

a Kansas limited liability company having an address of 14208 Nieman Rd., Overland Park, KS 66221, THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") is made between H2Oil LLC, a Delaware limited liability company having an address of 1400 Post Oak Boulevard, Suite 400, Houston, Texas 77056, hereinafter collectively called "Assignor" (whether one or more), and Core Energy, LLC, hereinafter called "Assignee".

assigns, bargains, transfers and conveys to Assignee, Assignee's heirs, successors and assigns, all of Assignor's right, title and interest in and to the following properties and interests (collectively, the CONSIDERATION of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, sells, Z "Assets"):

- carried interests, farmout rights, options, and other properties and interests described on **Exhibit A**, subject to such depth limitations and other restrictions as described herein and as may be set forth on **Exhibit** $\underline{\mathbf{A}}$ (collectively, the "Leases"), together with each and every kind and character of right, title, claim, and interest that Seller has in and to the Leases or the lands currently pooled, unitized, All of the oil and gas leases, subleases and other leaseholds, communitized or consolidated therewith;
- abandoned, including the working and net revenue interests in the wells shown on Exhibit All oil, gas, water or injection wells located on the Lands, whether producing, shut- in, <u>A-1</u> attached hereto (the "Wells"); Þ.
- All interest of Seller in or to any currently existing pools or units which include all or a part of any Leases or include any Wells, and including all interest of Seller in production of hydrocarbons from any such unit, whether such unit production of hydrocarbons comes from Wells located on or off of a Lease, and all tenements, hereditaments and appurtenances belonging to the Leases and units; ပ
- agreements, exchange agreements, transportation or gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas or processing agreements to the extent applicable to the Properties or the production of hydrocarbons produced in association therewith from the Properties, but excluding any contracts, agreements and instruments to the extent transfer is restricted by third-party agreement or applicable law and the required participation agreements and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties, but only to the extent applicable to the Properties unitization, pooling and communitization agreements, declarations and orders, joint venture consents to transfer are not obtained prior to Closing or at some time thereafter and provided exercise this exclusive first option by delivering notice to Assignor of Assignee's election to exercise said exclusive first option and Assignor shall assign such interest or agreement to Assignee without additional consideration. The parties recognize that this exclusive first option is a material part of the Sale Agreement and that such option is supported by adequate consideration in the form of a portion of the purchase price thereof and the covenants and Those Contracts conveyed to and assumed by Assignee pursuant to the LA (defined below), and in addition Assignee is hereby granted an exclusive first option to acquire all contracts, rather than Seller's other properties, including but not limited to, operating agreements, that "Contracts" shall not include the instruments constituting the Leases; Assignee may exploration agreements, farmin and farmout agreements, agreements contained therein. agreements, rj
- rights appurtenant to, and used or held for use primarily in connection with the Properties, but excluding any permits and other rights to the extent transfer is restricted by third-party All easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface ö

agreement or applicable law and the required consents to transfer are not obtained prior to Closing;

- All equipment, machinery, fixtures and other tangible personal property and improvements located on the Properties or used or held for use primarily in connection with the operation of the Properties; Ţ
- thereto located on the Properties or used, or held for use, primarily in connection with the salt water disposal lines, pipelines, gathering systems and appurtenances operation of the Properties; flow lines, á
- the wellhead, pipeline, gathering system, transportation or other location associated with the and Wells from and after the Effective Time (as defined below), together with over-production of hydrocarbons or under-production of hydrocarbons or over-deliveries or under- deliveries with respect to hydrocarbons produced from or allocated to the Assets, regardless of whether such arise at All hydrocarbons produced from or attributable to the Leases, Lands, þ,
- extent directly related to the Assets, or used or held for use primarily in connection with the maintenance or operation thereof, but excluding (i) any books, records, data, files, maps and accounting records to the extent disclosure or transfer is restricted by third-party agreement or product of Electronic copies of all lease files, land files, well files; gas and oil sales contract files; gas logs, maps, and other books, records, data, files, and accounting records, in each case to the applicable law and the required consents to transfer are not obtained prior to Closing, (ii) computer or communications software or intellectual property (including tapes, codes, data and program documentation and all tangible manifestations and technical information processing files; division order files, abstracts, title opinions, land surveys, non-confidential negotiation and consummation of the sale of the Assets. relating thereto), (iii) attorney-client privileged communications and work Seller's legal counsel (other than title opinions), (iv) reserve studies and and (v) records relating to the

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

- PERSONS CLAIMING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. AGAINST AND WARRANTS TITLE TO THE PROPERTIES FROM ASSIGNOR \vdots
- This Assignment shall be effective as of May 15, 2019 at 7:00 a.m., local time where the Properties are located (the "Effective Date"). α

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ASSIGNOR CONVEYS THE ASSETS TO ASSIGNEE WITHOUT ANY EXPRESS, STATUTORY, OR REPRESENTATIONS RELATING TO (I) ASSIGNOR, (II) ASSIGNOR 'S TITLE IN AND TO THE LEASES AND WELLS, (III) THE CONDITION OF THE WELLS, (IV) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OF THE WELLS, (V) ANY IMPLIED OR EXPRESS WARRANTY OF THE FITNESS OF THE WELLS FOR A PARTICULAR PURPOSE, (VI) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (VII) ANY AND ALL OTHER IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW NOW OR HEREAFTER IN EFFECT, OR (VIII) ANY APPLICABLE PROTECTION OF THE ENVIRONMENT OR HEALTH. EXCEPT AS EXPRESSLY SET FORTH IN THIS MAKES NO REPRESENTATION OR WARRANTY AS TO (A) THE AMOUNT, VALUE, QUALITY, QUANTITY, VOLUME, OR DELIVERABILITY OF ANY HYDROCARBONS OR RESERVES IN, UNDER, OR ATTRIBUTABLE TO THE LEASES OR WELLS, (B) THE PHYSICAL, OPERATING, REGULATORY COMPLIANCE, SAFETY, OR ENVIRONMENTAL CONDITION OF THE WELLS, (C) THE GEOLOGICAL OR ENGINEERING CONDITION OF THE WELLS OR ANY VALUE THEREOF OR (D) THE ACCURACY, COMPLETENESS, OR MATERIALITY OF ANY DATA, INFORMATION, OR RECORDS FURNISHED TO ASSIGNEE IN CONNECTION WITH THIS AGREEMENT. ASSIGNEE ACKNOWLEDGES AND AGREES AS EXPRESSLY SET FORTH IN THIS ASSIGNMENT OR THE LA (DEFINED BELOW), ASSIGNMENT, ASSIGNEE ACCEPTS THE ASSETS "AS IS," "WHERE IS," AND "WITH ALL FAULTS" WARRANTIES ENVIRONMENT, ASSIGNOR ANY TO THE FOREGOING AND THAT THE FOREGOING DISCLAIMER IS "CONSPICUOUS." ANY KIND, INCLUDING WITH THE ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO STATE OF REPAIR. COMPLIANCE WARRANTY REGARDING IMPLIED WARRANTY OR REPRESENTATION OF AND IN THEIR PRESENT CONDITION AND OR EXPRESS

- Ad valorem taxes for the 2019 It is agreed that Assignor will be responsible for the payment of any and all production, and ad valorem taxes due or payable prior to the Effective Date. Ad valorem taxes for tax year shall be prorated between Assignor and Assignee as of the Effective Date. 4
- shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee. This Assignment and the other documents delivered pursuant hereto shall be governed and construed in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of laws that would result in the application of the laws of another The terms and conditions contained herein shall constitute covenants running with the land, and S.
- grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Properties, but only to Assignor's rights in and to Assignor hereby To the extent permitted by law, Assignee shall be subrogated to Assignor's representations, warranties and covenants given with respect to the Properties. the extent not enforced by Assignor. 6
- into by and between Assignor and Assignee on the 2nd day of May 2019 (the "LA"). In the event This Assignment is subject to the terms and conditions of that certain Letter Agreement entered of a conflict between the terms of this Assignment and the terms of the LA, the terms of the LA shall control. <u>~</u>
- documents and take such other actions as may be reasonably necessary to evidence and effectuate In addition to filing this Assignment of record in Rush and Barton Counties, Kansas, the parties shall execute and file with the appropriate authorities, whether state, federal or local, all forms or instruments required by applicable law or regulation to effectuate the conveyance contemplated hereby. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein. The parties agree to execute and deliver such other instruments and the transactions contemplated by this Assignment. ∞
- named herein agree to execute this Assignment or any other instrument conveying any of the This Assignment shall be binding on all parties who execute same, regardless of whether all parties interests described herein. 9.
- This Assignment may be executed in multiple counterparts, all of which are identical and all of which constitute one and the same instrument. 10.

2019, but to be effective for all purposes EXECUTED AND DELIVERED this $\frac{73}{4}$ day of $\frac{MAY}{2}$ as of the Effective Date.

ASSIGNOR:

H2OIL, LLC

CORE ENERGY, LLC

ASSIGNEE:

Signature

Harvey Michael Burstein Managing Member

Chief Executive Officer

Kevin P. Guilbean

Signature

ACKNOWLEDGMENTS

STATE OF KANSAS §

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COUNTY OF [PANKUN] §

, 2019, by limited day of man-This instrument was acknowledged before me on this 21 day of DDA HAVIEU Michael Bursten. Harasing Membrof Core Energylic, a Karsas liability company, on behalf of said company.

NOTARY PUBLIC - State of Kansas RONDA ROSSMAN MAN Appt. Exp. 2725 225

Londa Lassinger

Notary Public

STATE OF TEXAS

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COUNTY OF HARRIS

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2019 by Kevin P. Guilbeau, Chief Executive Officer of H2Oil LLC, a Delaware limited liability company, on MAY day of 13 This instrument was acknowledged before me on this_ behalf of said company.



Notary Public

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lessor .	Lessee	Lease Date	Legal Description Twishp	Twnshp	Range	Section	Volume	Page	County	Depth Limitations
Geoffrey Tammen	Landstar Associates	11/17/2016	Lot 3, SE/4NW/4, Lot 4, and SW/4NW/4	195	15W	4	620	5986	Barton	None
William Flynn & Patricia Flynn	Landstar Associates	11/5/2016	W/25W/4	185	15W	30	620	5984	Barton	None
Charles Brenner, III & Sheri J. Brenner, Co-Trustees of the Revocable Inter Vivos Trust of the Brenner Family dated 11/30/2004	Landstar Associates	5/2/2018	W/2SW/4	185	15W	30	620	5985	Barton	None
First Church of God	Landstar Associates	10/12/2016	S/2 lying West of Walnut Creek	185	15W	19	620	5983	Barton	None
First Church of God	Landstar Associates	11/19/2016	Sec 32: SE/4SE/4 Sec 5: S/2 NW	18S 19S	15W 15W	32	620	5988	Barton	None
Bernard Rabenseifner Revocable Trust dated 5/14/15	Landstar Associates	11/20/2016	W/2 Lot 2, W/2SW/4NE/4, Lots 3 & 4, S/2NW/4	198	15W	m	620	5989	Barton	None
Robert Wissman & Sharon R. Wissman	Landstar Associates	11/17/2016	Lots 1, 2, E/2NW/4	185	15W	30	620	5987	Barton	None
First Church of God	Landstar Associates	6/1/2017	28: Pt. SW/4 S of Hwy 96; 29: Pt. SE/4 S of Hwy 96	18S 18S	15W 15W	28 & 29	620	2990	Barton	None
Robert Wissman & Sharon R. Wissman	Landstar Associates	6/21/2017	NE1/4	185	15W	30	620	5991	Barton	None
LaNora F. Banks, sole surviving Trustee of the LaNora F. Banks Kansas	Landstar Associates	9/20/2017	N/2 NE and W/2 North of Hwy 96	185	15W	28	620	2009	Barton	None
Ruby L. Schober, AIF for Rosalina Ann Schick, Trustee of the Rosalia Ann Schick Trust dated 1/11/2008	Landstar Associates	9/19/2017	SW/4 & S/2 SE/4	195	15W	6	620	9009	Barton	None
Maurice A. Yarmer and Julia A. Yarmer, h&w	Landstar Associates	9/7/2017	S/2 NE south of Hwy 96, SW NW, NZ SW, WZ SE, SE SE, 3 acre trs out of NE SE (M&B)	185	15W	34	620	6002	Barton	None
Melvin A. Yarmer and Donave Yarmer, h&w	Landstar Associates	9/7/2017	S/2 NE south of Hwy 96, S/2 NW, N2 SW, W2 SE, 3 acres out of NE SE	185	15W	34	620	6003	Barton	None
Michael A. Yarmer and Sonja Yarmer, h&w	Landstar Associates	7/201/	S/2 NE south of Hwy 96, S/2 NW, N/2 SW, W2 SE, 3 acres out of NE SE (M&B)	185	15W	34	620	6004	Barton	None
Michael W. Hassenplug, a Landstar single man Associat	Landstar Associates	11/9/2017	S/2 NE south of Hwy 96, SW NW, N/2 SW, W2 SE, 3 acres out of NE SE (M&B)	188	15W	34	620	6010	Barton	None
Donna Marie Zorn and James Zorn, w&h	Landstar Associates	9/14/2017	NW	185	15W	32	620	9009	Barton	None
James F. Murphy and Loretta M. Murphy, h&w	Landstar Associates	9/6/2017	N/2 NE less 7 acre tract (M&B)	195	15W	11	620	6001	Barton	None

Exhibit A

Lessor	Tessee	Lease Date	Legal Description	Twnshp	Range	Section	Volume	Page	County	Depth Limitations
Steve L. Schneider and Tammie M. Schneider, h&W	Landstar Associates	9/5/2017	S/2 NE	185	15W	70	620	0009	Barton	None
First Church of God	Landstar Associates	8/18/2017	E/2 NW/4	195	15W	8	620	5997	Barton	None
Gloria A. Ochs, Trustee of the Vincent W. Ochs and Gloria A. Ochs Revocable Trust dated October 8, 2009	Landstar Associates	7/17/2017	NE/4, N/2 SE/4	185	15W	32	620	5994	Barton	None
Wayne W. Schope and Janice M. Schope, Co- Trustees of the WSJ Family Living Trust dated 10/28/08	Landstar Associates	7/17/2017	NE/4, N/2 SE/4	185	15W	32	620	5995	Barton	None
Steven D. Wissman	Landstar Associates	8/23/2017	W/2 S&E 5.6 acres M&B out of Nec NW	185	15W	31	620	5998	Barton	None
Erwin Dean Hanken, Trustee and Donna L. Hanken, Trustee of the Hanken Revocable Trust dated 8/26/05	Landstar Associates	8/29/2017	NE/4, N/2 SE/4	195	15W	סו	620	5999	Barton	None
Henry J. Bahr, Jr.	Landstar Associates	7/18/2017	SW/4 and part of NW/4 lying south of AT&SF RR	185	15W	35	620	5996	Barton	None
Arthur M. Sayler III and Esther F. Sayler	Landstar Associates	6/21/2017	Tr 1: Lot1, E2 Lot 2, E2SWNE, SE NE Sec 3, 19S, 15W and Tr 2: Lot 1, SENE Sec 4, 19S, 15W	195	15W	3,4	620	5992	Barton	None
Mary Louise Turner	Landstar Associates	7/7/2017	Tr 1: Lot1, E2 Lot 2, E2SWNE Sec 3, 19S, 15W and Tr 2: Lot 1, SENE Sec 4, 19S, 15W	195	15W	3,4	620	5993	Barton	None
Sheryl A. Dale, Trustee of the Sheryl A. Dale Revocable Trust	Landstar Associates	10/24/2017	Tr1: Sec 19: NW Tr2: Sec 20: SW	185	15W	19, 20	620	6009	Barton	None
Maurice L. Nordman, a single man	Landstar Associates	5/10/2018	W/2 NE	195	15W	4	620	6020	Barton	None
ILS Land, LLC	Landstar Associates	5/9/2018	5/5	195	15W	3	620	6013	Barton	None
David L. & Melinda S. Weaver Rev. Inter Vivos Trust	Landstar Associates	11/18/2017	2/5	195	15W	ю	620	6011	Barton	None
Jerri Lee Campbell and Gary Campbell	Landstar Associates	11/18/2017	2/5	195	15W	3	620	5109	Barton	None
Nordman Farms, LLC	Landstar Associates	5/8/2018	NW/4, W/2 SW/4	185	MSI	33	620	6019	Barton	None
Marvin L. Schneider, SSP	Landstar Associates	9/26/2017	N/2 NE	185	15W	20	620	8009	Barton	None
William J. Bahr and Mary S. Bahr	Landstar Associates	12/11/2017	NE/4 & S/2 lying east of Walnut Creek	185	15W	19	620	6014	Barton	None
Robert Bahr	Landstar Associates	12/11/2017	NE/4 & S/2 lying east of Walnut Creek	195	15W	19	620	6015	Barton	None
Thomas J. Bahr	Landstar Associates	12/11/2017	NE/4 & S/2 lying east of Walnut Creek	195	15W	19	620	6016	Barton	None
E. James Hiss, III and Melinda L. Hiss	Landstar Associates	2/28/2018	SE/4	195	15W	4	620	2109	Barton	None
Richard L. Hiss and Bertina J. Hiss	Landstar Associates	2/28/2018	SE/4	198	15W	4	620	6018	Barton	None

Lessor	Pesse	Lease Date	Legal Description	Twmshp	Range	Section	Volume	Page	County	Depth Limitations
Leonard E. French &	Landstar	6/9/2016	SE/4 Section 34 &	185	16W	35	169	36	Rush	None
David L. Andree and	Landstar	6/11/2016	SE/4 Section 34 &	185	16W	35	169	38	Rush	None
Georganna C. Andree, a single person	Landstar Associates	6/23/2016	SE/4 Section 34 & NW/4 Section 35	185	16W	35	169	40	Rush	None
Thomas W. Andree and Debra E. Andree, H&W	Landstar Associates	6/14/2016	SE/4 Section 34 & NW/4 Section 35	185	16W	33	169	42	Rush	None
Ronald P. Andree and Sharon A. Dupree, H&W	Landstar Associates	6/14/2016	SE/4 Section 34 & NW/4 Section 35	185	16W	35	169	45	Rush	None
Marilyn Rae Roth and William E. Roth, H&W	Landstar Associates	7/22/2016	NW/4 Section 33	185	16W	33	169	28	Rush	None
Jonea Horyna Hartshorn and Keno Scott Hartshorn, H&W	Landstar Associates	6/23/2016	E/2 Section 19	185	16W	19	169	61	Rush	None
Alicia Murray and Rick D. Murray, H&W	Landstar Associates	7/15/2016	SW/4 Section 20	185	16W	20	169	64	Rush	None
James Kaiser, a married man dealing in his separate property	Landstar Associates	7/15/2016	SW/4 Section 20	185	16W	20	169	29	Rush	None
Darrel J. Huenergardt and Carol A. Huenergardt, husband and wife	Landstar Associates	7/29/2016	NW/4 Section 20	185	16W	20	169	70	Rush	None
Beverly Lynne Kay, a single person	Landstar Associates	7/29/2016	NW/4 Section 20	185	16W	20	169	74	Rush	None
LaRee Janet Reidenbaugh and Robert Reidenbaugh, wife and husband	Landstar Associates	7/29/2016	NW/4 Section 20	185	16W	20	169	78	Rush	None
John T. Koochel and Shirley A. Koochel, husband and wife	Landstar Associates	8/12/2016	W/2NW/4 Section 26	185	16W	26	169	82	Rush	None
Troy A. Schroeder, Trustee of the Troy A. Schroeder Revocable Trust	Landstar Associates	10/13/2016	NE/4 Section 36	185	16W	36	169	86	Rush	None
Helen Jean Hanks and James L. Hanks, Jr., wife and husband	Landstar Associates	10/13/2016	NE/4 Section 36	185	16W	36	169	68	Rush	None
Robert Roy Giesick and Norma J. Geisick, H&W	Landstar Associates	10/17/2016	SE/4 Section 25	185	16W	25	169	108	Rush	None
Karen Just. f/k/a Kaen Sue Schroeder, a single person	Landstar Associates	10/17/2016	SE/2 Section 25	185	16W	25	169	111	Rush	None
Mary A. Depperschmidt and LeRoy Depperschmidt, H&W	Landstar Associates	10/17/2016	SE/2 Section 25	185	16W	25	169	114	Rush	None
Beverly Jean Ruder, a single person	Landstar Associates	10/17/2016	SE/2 Section 25	185	16W	25	169	124	Rush	None
Doris L. Reile, Trustee of the Revocable Inter Vivos Trust of Doris L. Reile dated September 26, 1996	Blackstone Oil and Gas (Kansas), LLC	10/7/2015	SW/4 NE/4 Section 21	185	16W	21	172	161	Rush	Reagan Rights Only*
Doris L. Reile, Trustee of the Revocable Inter Vivos Trust of Doris L. Reile dated September 26,	Blackstone Oil and Gas (Kansas), LLC	10/23/2015	3 acres, more or less, out of the SW/4 Section 21	185	16W	21	167	409	Rush	Reagan Rights Only*
Doris L. Reile, Trustee of the Revocable Inter Vivos Trust of Doris L. Reile dated September 26, 1996	Blackstone Oil and Gas (Kansas), LLC	10/23/2015	South 1815 feet of the SE/4 Section 21	185	16W	21	167	411	Rush	Reagan Rights Only*

lesor	Lessee	Lease Date	Legal Description	Twnshp	Range	Section	Volume	Page	County	Depth Limitations
Doris L. Reile, Trustee of the Revocable Inter Vivos Trust of Doris L. Reile dated September 26, 1996	Blackstone Oil and Gas (Kansas), LLC	5/23/2015	150.00 acres, more or less, out of the SW/4	185	16W	21	167	413	Rush	Reagan Rights Only*
Roger Kneller and Doris Reile	Blackstone Oil and Gas (Kansas), LLC	10/23/2015	7.74933 acres, more or less lots 16- 38 and a tract in SW/4	185	16W	22	167	407	Rush	Reagan Rights Only*
Troy A. Schroeder, Trustee of the Troy A. Schroeder Revocable Trust dated April 25, 2011	Blackstone Oil and Gas (Kansas), LLC	5/20/2015	159.4 acres of land, more or less, out of the NE/4	185	16W	26	167	219	Rush	Reagan Rights Only*
Troy A. Schroeder, Trustee of the Troy A. Schroeder Revocable Trust dated April 25,	Blackstone Oil and Gas (Kansas), LLC	5/20/2015	79.69 acres of land, more or less, out of the E/2 NW/4	185	16W	56	167	223	Rush	Reagan Rights Only*
Original: LaRue L. Maneth Current: Marla Ann Hungerford; James M. Maneth; John M. Maneth; and Jeffrey C. Maneth,	Blackstone Oil and Gas (Kansas), LLC	5/19/2015	SW/4	185	16W	27	167	235	Rush	Reagan Rights Only*
Austin Nokes & Nora Kathleen Nokes	Blackstone Oil and Gas (Kansas), LLC	1/23/2017	1.34646 acres of SE/4	185	16W	23	169	487	Rush	Reagan Rights Only*
Troy A. Schroeder, Trustee of the Troy A. Schroeder Revocable Trust dated April 25, 2011	Blackstone Oil and Gas (Kansas), LLC	5/20/2015	46 acres of land, more or less, out of the SE/4 Section 23	185	16W	23	167	221	Rush	Reagan Rights Only*
Geoffrey F. Tammen	Blackstone Oil and Gas (Kansas), LLC	5/18/2015	47 Acres out of SE/4 Sec 21, Township 18S, Range 16W	185	16W	21	166	781	Rush	Reagan Rights Only*
Geoffrey F. Tammen	Blackstone Oil and Gas (Kansas), LLC	5/18/2015	N/2 NE/4 Section 21, Township 18S, Range 16W	185	16W	21	166	171	Rush	Reagan Rights Only*
WSSW FARM, LLC	Blackstone Oil and Gas (Kansas), LLC	6/3/2015	SE/4 NE/4 Section 21	185	16W	21	166	761	Rush	Reagan Rights Only*
Don C. and Mary L. Wilhelm	Blackstone Oil and Gas (Kansas), LLC	6/18/2015	76 ac out NW/4, Section 21, Township 18S, Range 16W, (m&b)	185	16W	21	166	800	Rush	Reagan Rights Only*
Geoffrey F. Tammen	Blackstone Oil and Gas (Kansas), LLC	5/18/2015	Portion of NW/4, Section 21, Township 18S, Range 16W, less and except a tract (76 acres) of land, more of less situated in the NEc NW/4.	185	16W	21	166	773	Rush	Reagan Rights Only*
Geoffrey F. Tammen	Blackstone Oil and Gas (Kansas), LLC	5/18/2015	SW/4 Section 22, less 8 Acres in	185	16W	22	166	775	Rush	Reagan
Original: LaRue L. Maneth Current: Marla Ann Hungerford; James M. Maneth; John M. Maneth; and Jeffrey C. Maneth,	Blackstone Oil and Gas (Kansas), LLC	5/19/2015	SE/4 Section 22	185	16W	22	167	70	Rush	Reagan Rights Only*
Geoffrey F. Tammen	Blackstone Oil and Gas (Kansas), LLC	5/18/2015	E2NW4 Section 22	185	16W	22	166	783	Rush	Reagan Rights Only*
Geoffrey F. Tammen	Blackstone Oil and Gas (Kansas), LLC	5/18/2015	W2NW4 Section 22	185	16W	22	166	779	Rush	Reagan Rights Only*

Lessor	Lessee	Lease Date	Legal Description	Twmshp	Range	Section	Volume	Page	County	Depth Limitations
Kevin C. Koochel	Blackstone Oil and Gas (Kansas), LLC	6/5/2015	W2NW4 Section 22	185	16W	22	166	798	Rush	Reagan Rights Only*
Luanne French, SSP	Landstar Associates	6/2/2017	SW1/4	185	16W	25	171	925	Rush	None
Arlene M. Rolfs, Trustee of the Arlene M. Rolfs Trust and of the Glen E. Rolfs Trust	Landstar Associates	6/2/2017	SW1/4	185	16W	25	171	928	Rush	None
Dale L. Brady and Nancy M. Brady, Trustees of the Brady Revocable Trust dated 10/9/2009	Landstar Associates	7/31/2017	NE1/4	185	16W	25	171	918	Rush	None
The Lee E. Brady and Jane M. Brady Family Limited Partnership dated 3/23/2000	Landstar Associates	7/31/2017	NE1/4	185	16W	25	171	905	Rush	None
The Lee E. Brady and Jane M. Brady Family Limited Partnership dated 3/23/2000	Landstar Associates	7/17/2017	SE less E2SESE	185	16W	33	171	911	Rush	None
Lee E. Brady Revocable Inter Vivos Trust dated March 23, 2000and Jane M. Brady Revocable Inter Vivos Trust dated March 23, 2000	Landstar Associates	7/17/2017	E2SESE less 5 acres	185	16W	33	171	914	Rush	None
Lee E. Brady and Jane M. Brady, h&w	Landstar Associates	7/31/2017	S2 SE	185	16W	24	171	902	Rush	None
Lee E. Brady and Jane M. Brady, h&w	Landstar Associates	7/31/2017	NE1/4	185	16W	33	171	806	Rush	None
Merril W. Hergert and Rachel Hergert, h&w	Landstar Associates	7/5/2017	SE/4	185	16W	26	170	969	Rush	None
Mike Sohm, a single person, and Sharon K. Brack, a single person	Landstar Associates	8/25/2017	E/2 SW/4S&E M&B tract	185	16W	14	171	893	Rush	None
Helen Jean Hanks and James L. Hanks, Jr., wife and husband	Landstar Associates	9/6/2017	Lot2, SW/4 NE/4 S/2 SW	195	16W	1 12	171	931	Rush	None
Steven T. Schroeder and Lisa E. Schroeder, h&w	Landstar Associates	4/18/2018	Lot2, SW/4 NE/4 S/2 SW	195	16W	1 12	172	835	Rush	None
Donald Rodney Avey and Janice Kay Avey, h&W Lynette Marie Avey LeMon and David Edward LeMond, w&h Cynthia Jeanne Avey Bredemeier and Roger William Bredemeier, h&w	Landstar Associates	9/26/2017	NW/4 and N2 NE less 6.80 ac tr	185	16W	15	171	968	Rush	None
Dale L. Brady and Nancy M. Brady, Trustees of the Brady Revocable Trust dated 10/9/2009	Landstar Associates	7/17/2017	SW4, less 2.20 acres	185	16W	34	171	921	Rush	None
Richard A. Regan II and Charlene L. Regan, h&w	Landstar Associates	2/1/2018	5 acres out of E/2 SE SE by M&B	185	16W	33	171	935	Rush	None
Pamela J. Lichter and Stephen H. Pechanec, Trustees of Victor A. Pechanec Trust No. 1 dated March 1, 1999	Landstar Associates	3/21/2018	226.04 acres out of S/pt Sec 18,18S, 16W and SE/pt Sec 13, 18S, 17W	185	16W 17W	18	172	830	Rush	None
S&S Limestone Farms, LLC	Blackstone Oil and Gas (Kansas), LLC	12/12/2016	E/2 NE/4	185	16W	18	169	279	Rush	None
Alicia Murray and Rick D. Murray, H&W	Landstar Associates	5/4/2018	W/2 SE/4	185	16W	29	172	839	Rush	None
Marvin L. Schneider, SSP	Landstar Associates	9/26/2017	SE NE, E/2 SE	185	16W	13	171	890	Rush	None
Robert H. Dyer, Trustee of the Robert H. Dyer Livings Trust Indenture dated	Landstar Associates	5/18/2018	SE S&E 3 ac m&b tr	195	16W	H	172	855	Rush	None
Karen L. Oetken & Gerald Oetken	Landstar Associates	1/30/2018	E2 NE/4	195	16W	1	172	827	Rush	None
Karen L. Oetken & Gerald Oetken	Landstar Associates	1/30/2018	E2 NW/4	195	16W	н	172	858	Rush	None
Oetken & Gerald	Landstar Associates	1/30/2018	W/2 NW/4	195	16W	1	172	861	Rush	None
Rosalia Ann Schrick Trust	Landstar Associates	1/27/2018	MS	195	16W	1	172	824	Rush	None

The "Wells"

Attached to and made a part of that Assignment and Bill of Sale dated effective May 15, 2019, by and between H2Oil, LLC as Seller, and Haas Petroleum, LLC, as Purchaser.

Well	API	Well Type	H20il WI	H20il NRI
Wagner Unit #2 Well	15-165-22155-01 Oil producer	Oil producer	00000866	.81419860
Wagner Unit 1-28 Well 15-165-21826		Oil producer	00000866	.81419860
Wagner Unit #3 Well	15-165-22156	Oil producer	00000866	.81419860
Wagner Unit WSW#1	15-165-22152	Water supply	00000866	.81419860
Well		well		
Wagner Unit #1 Well	15-165-22153-01 Salt water	Salt water	00000866	.81419860
		disposal well		