

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 _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	Circle FEL/FWL		
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

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**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: _____

KLAUSMEYER A -11
LENTSCH A -28
SCHWARTZ A -11
WHITMER K-2
WHITMER Z-4

(J)

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE, by and between; **the Keith Sheldon McCoy Estate**, 9342 E. CENTRAL, WICHITA, KS 67206 hereinafter collectively referred to as "Assignor", whether one or more, and **Herman L. Loeb, LLC**, PO Box 838, Lawrenceville, IL 62439, hereinafter referred to as "Assignee",

WITNESSETH:

1. Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, set over, quit claim and convey unto Assignee, its successors and assigns, the following properties, rights and assets (hereinafter sometimes referred to as the "Subject Assets"):

(a) All of Assignor's right, title and interest of whatsoever kind or nature in and to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof (said interests herein referred to as the "Property");

(b) All of Assignor's interest in all fixtures, personal property and equipment located on the Property or used in the operation thereof, including without limitation, the wells, well equipment, casing, tanks, tubing, pumping units, motors, pipelines, gathering lines, and all other machinery, equipment and improvements used in the operations thereof;

(c) All of Assignor's rights in and to all agreements associated with the Property, including oil, gas, liquids, condensate, casinghead gas, and natural gas sales agreements; purchase, exchange, gathering, transportation and processing agreements; operating agreements, unitization agreements, balancing agreements, processing agreements, joint venture agreements, partnership agreements, farmout agreements, disposal agreements, and cost analysis and prospect data agreements; and all other contracts, agreements and instruments of any nature or kind, insofar as they relate to Assignor's interests in the Property;

(d) All of Assignor's rights under permits, licenses, authorizations for expenditure, division orders, servitudes, easements, rights-of-way, orders, surface leases, options, third-party warranties, and other rights which are related to, appurtenant to or used in connection with the Property or the fixtures, personal property, or equipment associated with the Property; or in connection with the treatment, sale, or disposal of water, hydrocarbons, or associated substances from the Property; and

(e) All files and records relating directly to the Property maintained by Assignor, including all land, lease, and well files, ownership reports and title opinions, regulatory and environmental reports, and billing and pay records and pay decks.

2. This Assignment is made without warranty, express or implied, however, Assignor warrants and covenants that the rights and interests assigned herein are free and clear of all liens, encumbrances and mortgages by, through and under Assignor, but not otherwise.

3. This Assignment is subject to the non-recorded Purchase and Sale Agreement, dated June 25, 2019, existing between the Parties to this Assignment.

TO HAVE AND TO HOLD said Subject Assets as described hereinabove unto Assignee, its successors and assigns, forever.

It is the intent of Assignor to assign and convey to Assignee, and Assignor does hereby assign and convey to Assignee, all right, title and interest owned by Assignor in and to all oil and gas lease working interests and overriding royalty interests in and to the lands described on Exhibit A, and the units that they are a part of, whether or not any lease or interest is incorrectly described or omitted therefrom, as to all estates, depths, and formations.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale from **the Keith Sheldon McCoy Estate** as Seller, to **Herman L. Loeb, LLC**, as Buyer, effective July 1, 2019, and covering the following described lands located in **KINGMAN COUNTY, KANSAS**.

PROPERTY

Well: **KLAUSMEYER 'A' -11**
Date: 3/26/1999
Lessor: Jerry W. Klausmeyer, et ux
Lessee: McCoy Petroleum Corporation
Legal: T30S-R9W-Sec. 11: S/2NE/4; N/2SE/4
Recording: Book O-3, Page 243

Well: **LENTSCH 'A' -28**

Date: 1/29/2003
Lessor: Mark D. Davis, Co-Trustee of the Davis Family Revocable Living Trust
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 45

Date: 1/29/2003
Lessor: Bruce E. Davis, Jr., Co-Trustee of the Davis Family Revocable Living Trust
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 171

Date: 1/28/2003
Lessor: Larry Faye Estes, a single man
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 42

Date: 1/28/2003
Lessor: Barbara Unger and Richard Unger, her husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 41

Date: 1/23/2003
Lessor: Jerry R. Estes and Wanda Estes, his wife
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 38

Date: 1/23/2003
Lessor: Margaret M. Estes, as Attorney In Fact for Kenneth L. Estes, and Margaret M. Estes, his wife individually
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 40

Date: 3/11/2003
Lessor: William Ellsworth Self, Jr., a single man
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 43

Date: 5/2/2003
Lessor: Joyce Ann Keeling, a single person
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 44

Date: 5/3/2003
Lessor: Virginia Marie Kistler and Rodger Kistler, Sr., her husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 46

Date: 1/29/2003
Lessor: Frank J. Estes, Jr., a single man
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 39

Date: 8/26/2002
Lessor: Margie Lentsch (by Leo Lentsch, POA) and Leo Lentsch, wife and husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 47

Date: 11/22/2005
Lessor: Bill Williams, f/k/a William Harvey Will and Joy Williams, his wife
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-19, Page 155

Date: 10/28/2005
Lessor: Kay Hall, a widow
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 71

Date: 10/28/2005
Lessor: Larry R. Gooldy, a widower
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 72

Date: 12/14/2005
Lessor: Mark Walrath, a married man dealing in his sole and separate property
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 73

Date: 12/17/2005
Lessor: Jeaneane R. Peterson, single
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 74

Date: 10/26/2005
Lessor: Kenneth Paul Cates, single
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 75

Date: 10/26/2005
Lessor: J. L. Cates, single
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 76

Date: 12/17/2005
Lessor: Janette L. Koepke, single
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 77

Date: 12/17/2005
Lessor: Deborah K. Walrath, single
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 78

Date: 12/17/2005
Lessor: Colleen M. Shafer and Joseph W. Shafer, wife and husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 79

Date: 12/14/2005
Lessor: Donna Lynn Renton and Joshus Reid, wife and husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 80

Date: 11/22/2005
Lessor: April Maurice Coon and Aaron Coon, wife and husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 81

Date: 11/22/2005
Lessor: Earlene Fay Malik and Azar Malik, wife and husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 82

Date: 11/22/2005
Lessor: Deanna Louise Rust and Chris Rust, wife and husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 83

Date: 11/22/2005
Lessor: Rae Dean Bonham and Howard E. Bonham, wife and husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 84

Date: 11/21/2005
Lessor: Melody Rae Fowler and Jeffery P. Fowler, wife and husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 85

Date: 11/22/2005
Lessor: Shelly Denise Long and Eric Long, her husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 86

Date: 11/22/2005
Lessor: Daniel Lee Self and Theresa Self, his wife
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 87

Date: 11/22/2005
Lessor: Evelyn G. Brooks, a widow
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 88

Date: 11/22/2005
Lessor: Raymond Lee Brooks, Jr., and Roben Brooks, his wife
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 89

Date: 11/22/2005
Lessor: Dwaine Brooks and Marilyn Brooks, his wife
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 90

Date: 11/22/2005
Lessor: Bobbie Joyce Usher and Reese Wilson, Jr., wife and husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 91

Date: 11/9/2005
Lessor: A. I. Self and Dixie Self, husband and wife
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 158

Date: 11/26/2005
Lessor: L. U. Castro, individually and as attorney-in-fact for Roberta Jean Castro,
his wife
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 170

Date: 12/17/2005
Lessor: Michael A. Walrath, single
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 179

Date: 8/20/2002
Lessor: Bernadine K. Werner, a married woman dealing with her sole and separate
property
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4 less tract
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 48

Date: 12/17/2005
Lessor: Leo D. Lentsch, as Attorney-in-Fact for Margie Lentsch, a widow
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-17, Page 220

Date: 9/26/2005
Lessor: Bernadine K. Werner, a married woman dealing in her sole and separate
property
Lessee: McCoy Petroleum Corporation
Legal: T30S-R9W-Sec. 28: SW/4 less tract
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-17, Page 17

Date: 4/12/2006
Lessor: Bernadine Werner, a married woman dealing in her sole and separate
property
Lessee: McCoy Petroleum Corporation
Legal: T30S-R9W-Sec. 28: NW/4
Recording: Book O-19, Page 24

Date: 4/12/2006
Lessor: Bernadine Werner, a married woman dealing in her sole and separate
property
Lessee: McCoy Petroleum Corporation
Legal: T30S-R9W-Sec. 29: SE/4NE/4; NE/4SE/4
Recording: Book O-19, Page 23

Date: 11/22/2005
Lessor: Marlene May Webster and Cameron Webster, her husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-19, Page 138

Well: **SCHWARTZ 'A' -11**
Date: 1/21/1999
Lessor: Wayne D. Schwartz, et ux
Lessee: McCoy Petroleum Corporation
Legal: T30S-R9W-Sec. 11: S/2NW/4; 70 acres in the SW/4 North of RR
Recording: Book O-3, Page 185

Well: **WHITMER 'K' -2**

Date: 10/6/2009
Lessor: Mary Kathleen Whitmer and Larry L. Whitmer, her husband
Lessee: McCoy Petroleum Corporation
Legal: T30S-R9W-Sec. 2: NW/4
Recording: Book O-20, Page 214

Date: 10/6/2009
Lessor: Mary Kathleen Whitmer and Larry L. Whitmer, her husband
Lessee: McCoy Petroleum Corporation
Legal: T30S-R9W-Sec. 2: W/2NE/4
Recording: Book O-20, Page 213

Well: **WHITMER 'Z' -4**

Date: 11/20/2000
Lessor: Larry L. Whitmer and Mary Kathleen Whitmer, his wife
Lessee: McCoy Petroleum Corporation
Legal: T30S-R9W-Sec. 4: East 100 acres of the NE/4
Recording: Book O-6, Page 145

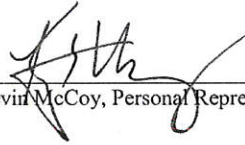
Date: 11/20/2000
Lessor: Mary Esther Koontz and Wendell Koontz, her husband
Lessee: McCoy Petroleum Corporation
Legal: T30S-R9W-Sec. 4: West 220 acres of the N/2
Recording: Book O-6, Page 143

Date: 11/20/2000
Lessor: Larry Scott Whitmer and Sue G. Whitmer, his wife
Lessee: McCoy Petroleum Corporation
Legal: T30S-R9W-Sec. 4: West 220 acres of the N/2
Recording: Book O-6, Page 144

END OF EXHIBIT

IN WITNESS WHEREOF, this instrument is executed this 28 day of June, 2019; however, **EFFECTIVE as of the 1st day of July, 2019.**

The Keith Sheldon McCoy Estate


Kevin McCoy, Personal Representative


ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 28 day of June, 2019, before me, the undersigned, a notary public in and for the county and state aforesaid, came Kevin S. McCoy, Personal Representative of the Keith Sheldon McCoy Estate and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for said company/corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.




John Charles Neuschafer, *notary public*

My appointment expires: 5/3/2023

COLE-MESSENGER A-20
HARTSHORN A-36
HARTSHORN B-36
LATTIMORE A-20
LENTSCH A-28
MARK-10
PALMER B-16
ROBERTSON A-33
WHITMER A-10
WHITMER B-4
WHITMER B-9
WHITMER K-2
WOODARD J-2

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE, by and between; **McBILLCO, LLC**, 9342 E. CENTRAL, WICHITA, KS 67206 hereinafter collectively referred to as "Assignor", whether one or more, and **Herman L. Loeb, LLC**, PO Box 838, Lawrenceville, IL 62439, hereinafter referred to as "Assignee",

WITNESSETH:

1. Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, set over, quit claim and convey unto Assignee, its successors and assigns, the following properties, rights and assets (hereinafter sometimes referred to as the "Subject Assets"):

(a) All of Assignor's right, title and interest of whatsoever kind or nature in and to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof (said interests herein referred to as the "Property");

(b) All of Assignor's interest in all fixtures, personal property and equipment located on the Property or used in the operation thereof, including without limitation, the wells, well equipment, casing, tanks, tubing, pumping units, motors, pipelines, gathering lines, and all other machinery, equipment and improvements used in the operations thereof;

(c) All of Assignor's rights in and to all agreements associated with the Property, including oil, gas, liquids, condensate, casinghead gas, and natural gas sales agreements; purchase, exchange, gathering, transportation and processing agreements; operating agreements, unitization agreements, balancing agreements, processing agreements, joint venture agreements, partnership agreements, farmout agreements, disposal agreements, and cost analysis and prospect data agreements; and all other contracts, agreements and instruments of any nature or kind, insofar as they relate to Assignor's interests in the Property;

(d) All of Assignor's rights under permits, licenses, authorizations for expenditure, division orders, servitudes, easements, rights-of-way, orders, surface leases, options, third-party warranties, and other rights which are related to, appurtenant to or used in connection with the Property or the fixtures, personal property, or equipment associated with the Property; or in connection with the treatment, sale, or disposal of water, hydrocarbons, or associated substances from the Property; and

(e) All files and records relating directly to the Property maintained by Assignor, including all land, lease, and well files, ownership reports and title opinions, regulatory and environmental reports, and billing and pay records and pay decks.

2. This Assignment is made without warranty, express or implied, however, Assignor warrants and covenants that the rights and interests assigned herein are free and clear of all liens, encumbrances and mortgages by, through and under Assignor, but not otherwise.

3. This Assignment is subject to the non-recorded Purchase and Sale Agreement, dated June 25, 2019, existing between the Parties to this Assignment.

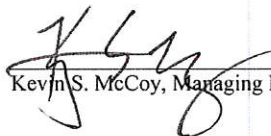
TO HAVE AND TO HOLD said Subject Assets as described hereinabove unto Assignee, its successors and assigns, forever.

It is the intent of Assignor to assign and convey to Assignee, and Assignor does hereby assign and convey to Assignee, all right, title and interest owned by Assignor in and to all oil and gas lease working interests and overriding royalty interests in and to the lands described on Exhibit A, and the units that they are a part of, whether or not any lease or interest is incorrectly described or omitted therefrom, as to all estates, depths, and formations.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this instrument is executed this 28 day of June, 2019; however, **EFFECTIVE** as of the **1st** day of **July**, 2019.

MCBILLCO, LLC

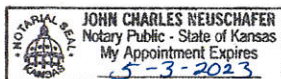

Kevin S. McCoy, Managing Member

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 28 day of June, 2019, before me, the undersigned, a notary public in and for the county and state aforesaid, came Kevin S. McCoy, Managing Member of MCBILLCO, LLC and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for said company/corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.




John Charles Neuschafer, notary public

My appointment expires: 5/3/2023

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale from **McBILLCO, LLC** as Seller, to **Herman L. Loeb, LLC**, as Buyer, effective July 1, 2019, and covering the following described lands located in **KINGMAN COUNTY, KANSAS**.

PROPERTY

Well: COLE-MESSENGER 'A' -20

Date: 9/8/1975
Lessor: Dorothy Messenger, et al
Lessee: Strong's, Inc.
Legal: T30S-R8W-Sec. 19: NE/4
Recording: Book 149, Page 53

Date: 9/12/1975
Lessor: E. L. Cole, aka Earl L. Cole, et ux
Lessee: Strong's, Inc.
Legal: T30S-R8W-Sec. 20: W/2NW/4
Recording: Book 149, Page 48

Well: HARTSHORN 'A' -36

Date: 1/24/1945
Lessor: h. p. Hartshorn, et al
Lessee: W. H. Bird & M. J. Boering
Legal: T29S-R9W-Sec. 36: SW/4
Recording: Book M55, Page 227

Well: HARTSHORN 'B' -36

Date: 1/24/1945
Lessor: H. P. Hartshorn, et al
Lessee: W. H. Bird & M. J. Boering
Legal: T29S-R9W-Sec. 36: NW/4
Recording: Book M55, Page 227

Well: LATTIMORE 'A' -20

Date: 1/14/1982
Lessor: Leona Lattimore, et al
Lessee: McCoy Petroleum Corporation
Legal: T30S-R9W-Sec. 20: SE/4
Recording: Book MS167, Page 217

Well: LENTSCH 'A' -28

Date: 1/29/2003
Lessor: Mark D. Davis, Co-Trustee of the Davis Family Revocable Living Trust
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 45

Date: 1/29/2003
Lessor: Bruce E. Davis, Jr., Co-Trustee of the Davis Family Revocable Living Trust
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 171

Date: 1/28/2003
Lessor: Larry Faye Estes, a single man
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 42

Date: 1/28/2003
Lessor: Barbara Unger and Richard Unger, her husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 41

Date: 1/23/2003
Lessor: Jerry R. Estes and Wanda Estes, his wife
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 38

Date: 1/23/2003
Lessor: Margaret M. Estes, as Attorney In Fact for Kenneth L. Estes, and Margaret
M. Estes, his wife individually
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 40

Date: 3/11/2003
Lessor: William Ellsworth Self, Jr., a single man
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 43

Date: 5/2/2003
Lessor: Joyce Ann Keeling, a single person
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 44

Date: 5/3/2003
Lessor: Virginia Marie Kistler and Rodger Kistler, Sr., her husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 46

Date: 1/29/2003
Lessor: Frank J. Estes, Jr., a single man
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 39

Date: 8/26/2002
Lessor: Margie Lentsch (by Leo Lentsch, POA) and Leo Lentsch, wife and
husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 47

Date: 11/22/2005
Lessor: Bill Williams, f/k/a William Harvey Will and Joy Williams, his wife
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-19, Page 155

Date: 10/28/2005
Lessor: Kay Hall, a widow
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 71

Date: 10/28/2005
Lessor: Larry R. Gooldy, a widower
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 72

Date: 12/14/2005
Lessor: Mark Walrath, a married man dealing in his sole and separate property
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 73

Date: 12/17/2005
Lessor: Jeaneane R. Peterson, single
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 74

Date: 10/26/2005
Lessor: Kenneth Paul Cates, single
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 75

Date: 10/26/2005
Lessor: J. L. Cates, single
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 76

Date: 12/17/2005
Lessor: Janette L. Koepke, single
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 77

Date: 12/17/2005
Lessor: Deborah K. Walrath, single
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 78

Date: 12/17/2005
Lessor: Colleen M. Shafer and Joseph W. Shafer, wife and husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 79

Date: 12/14/2005
Lessor: Donna Lynn Renton and Joshus Reid, wife and husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 80

Date: 11/22/2005
Lessor: April Maurice Coon and Aaron Coon, wife and husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 81

Date: 11/22/2005
Lessor: Earlene Fay Malik and Azar Malik, wife and husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 82

Date: 11/22/2005
Lessor: Deanna Louise Rust and Chris Rust, wife and husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 83

Date: 11/22/2005
Lessor: Rae Dean Bonham and Howard E. Bonham, wife and husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 84

Date: 11/21/2005
Lessor: Melody Rae Fowler and Jeffery P. Fowler, wife and husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 85

Date: 11/22/2005
Lessor: Shelly Denise Long and Eric Long, her husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 86

Date: 11/22/2005
Lessor: Daniel Lee Self and Theresa Self, his wife
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 87

Date: 11/22/2005
Lessor: Evelyn G. Brooks, a widow
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 88

Date: 11/22/2005
Lessor: Raymond Lee Brooks, Jr., and Roben Brooks, his wife
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 89

Date: 11/22/2005
Lessor: Dwaine Brooks and Marilyn Brooks, his wife
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 90

Date: 11/22/2005
Lessor: Bobbie Joyce Usher and Reese Wilson, Jr., wife and husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 91

Date: 11/9/2005
Lessor: A. I. Self and Dixie Self, husband and wife
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 158

Date: 11/26/2005
Lessor: L. U. Castro, individually and as attorney-in-fact for Roberta Jean Castro,
his wife
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 170

Date: 12/17/2005
Lessor: Michael A. Walrath, single
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-18, Page 179

Date: 8/20/2002
Lessor: Bernadine K. Werner, a married woman dealing with her sole and separate
property
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4 less tract
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-13, Page 48

Date: 12/17/2005
Lessor: Leo D. Lentsch, as Attorney-in-Fact for Margie Lentsch, a widow
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-17, Page 220

Date: 9/26/2005
Lessor: Bernadine K. Werner, a married woman dealing in her sole and separate property
Lessee: McCoy Petroleum Corporation
Legal: T30S-R9W-Sec. 28: SW/4 less tract
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-17, Page 17

Date: 4/12/2006
Lessor: Bernadine Werner, a married woman dealing in her sole and separate property
Lessee: McCoy Petroleum Corporation
Legal: T30S-R9W-Sec. 28: NW/4
Recording: Book O-19, Page 24

Date: 4/12/2006
Lessor: Bernadine Werner, a married woman dealing in her sole and separate property
Lessee: McCoy Petroleum Corporation
Legal: T30S-R9W-Sec. 29: SE/4NE/4; NE/4SE/4
Recording: Book O-19, Page 23

Date: 11/22/2005
Lessor: Marlene May Webster and Cameron Webster, her husband
Lessee: J. Fred Hambright, Inc.
Legal: T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4
Recording: Book O-19, Page 138

Well: **MARK -10**
Date: 5/16/1980
Lessor: Larry Mark, et al
Lessee: Strong's, Inc.
Legal: T30S-R7W-Sec. 10: NW/4 north of RR, less tract
Recording: Book 161, Page 323

Well: **PALMER 'B' -16**
Date: 2/11/1944
Lessor: Ernest Palmer, et ux
Lessee: W. B. Guyer
Legal: T28S-R5W-Sec. 16: NW/4
Recording: Book MS53, Page 94

Well: **ROBERTSON 'A' -33**
Date: 9/2/1950
Lessor: Valentine Robertson, et vir
Lessee: Robert H. Kirk
Legal: T29S-R6W-Sec. 33: E/2NE/4
Recording: Book MS62, Page 245

Well: **WHITMER 'A' -10**
Date: 10/6/1967
Lessor: Larry L. Whitmer, et ux
Lessee: Strong's, Inc.
Legal: T30S-R9W-Sec. 10: N/2
Recording: Book 122, Page 178

Well: **WHITMER 'B' -4**
Date: 10/6/1967
Lessor: Larry L. Whitmer, et ux
Lessee: Strong's, Inc.
Legal: T30S-R9W-Sec. 4: SE/4
Recording: Book 122, Page 179

Well: **WHITMER 'B' -9**
Date: 10/6/1967
Lessor: Larry L. Whitmer, et ux
Lessee: Strong's, Inc.
Legal: T30S-R9W-Sec. 9: NE/4
Recording: Book 122, Page 181

Well: **WHITMER 'K' -2**
Date: 10/6/2009
Lessor: Mary Kathleen Whitmer and Larry L. Whitmer, her husband
Lessee: McCoy Petroleum Corporation
Legal: T30S-R9W-Sec. 2: NW/4
Recording: Book O-20, Page 214

Date: 10/6/2009
Lessor: Mary Kathleen Whitmer and Larry L. Whitmer, her husband
Lessee: McCoy Petroleum Corporation
Legal: T30S-R9W-Sec. 2: W/2NE/4
Recording: Book O-20, Page 213

Well: **WOODARD 'S' -2**
Date: 12/21/1973
Lessor: Wesley A. Swingle and Jaunita Swingle, husband and wife; Wesley A. Swingle, Attorney-in-fact for Gene Swingle and Eva Swingle, husband and wife
Lessee: McCoy Petroleum Corporation
Legal: T30S-R9W-Sec. 2: SW/4; W/2SE/4
Recording: Book 142, Page 78

END OF EXHIBIT