

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: _____

Date: _____

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)
_____	_____	<i>Circle</i> FSL/FNL	<i>Circle</i> 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	_____	_____
_____	_____	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	_____	_____

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 # _____

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: _____

ADDITIONAL SURFACE OWNERS IN UNITIZED ACREAGE

*** These owners were also notified of Operator change per KSONA ***

Hoffman Ranches, LLC
418 N. Main Street
Hoisington, Kansas 67544

Michael T. Hipp
791 NE 120 Rd
Claflin, Kansas 67525

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (hereinafter referred to as the "Assignment"), is entered into on September 11TH, 2019, but is effective for all purposes as of 7:00 a.m. September 1, 2019 from Coral Production Corporation, James P. Chonka, Inc., Horse Creek Resources, Inc., Mytral Corporation, Pendleton, LLC, Pensa, Inc., GBL Trust dated 11/22/95, Robert and Maxine Hanniffin Trust, H Investment Company, LLC, M. Kirby and Michelle M. Ambler, Richard M. Hughes, Richard B. Buckley Family Ltd Partnership, and Richard B. Buckley, (collectively the "Assignors"), to Hoffman Resources, LLC., PO Box 387, Hoisington, Kansas 67544 (the "Assignee"):

For TEN dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby assign and transfer to Assignee all of their right, title and interest as of the Effective Date in and to the Leases, Well, Land, Facilities, Material Agreements and Records (collectively, the "Assets"), described as follows:

A. The leasehold estates created by the oil and gas leases specifically described in Exhibit A attached hereto and incorporated herein (the "Lease"), and the oil, gas and all other hydrocarbons (including but not limited to coalbed methane) and other products and byproducts, remaining as of the Effective Date, (collectively referred to herein as "Hydrocarbons"), attributable to the Lease and the land covered thereby (the "Land") and all contract rights and interests associated with the Lease and Hydrocarbons, thereon; Excluding, without limitation, all royalty interests, overriding royalty interests, and fee mineral interest currently owned by assignors.

B. The entirety of the Assignors' interests in the oil and gas well associated with the Lease and the Land, including but not limited to any well on the Lease and Land as described on Exhibit A attached hereto and incorporated herein (collectively, the "Well"), and the gathering lines, pipelines, tanks, separation equipment, processing plants, and property associated therewith (collectively, the "Facilities"), together with all injection and disposal wells on the Land, and all real property, personal property, equipment, fixtures, improvements, permits, rights-of-way, easements, licenses and site leases used or held for use in connection with the production, separation, gathering, treatment, processing, storing, transporting, sale or disposal of Hydrocarbons or water produced from the properties and interests described herein including, without limitation, all equipment installed, or in the process of being installed, on the Well and Facilities as of the Effective Date.

C. All agreements and contracts relating to the Assets, including but not limited to all existing and effective sales, purchase, exchange, gathering, transportation and processing contracts, operating agreements, balancing agreements, farmout agreements, service agreements, exploration agreements, surface leases, permits and licenses, surface use agreements, other surface rights and other contracts, agreements and instruments, insofar as they relate to the properties and interests described herein, and only to the extent such contracts, agreements and rights are assignable (collectively, the "Material Agreements").

D. Copies of the files, records and data maintained by Assignors and relating to the interests described herein (including without limitation, all lease files, land files, well files, drilling reports, files relating to the Material Agreements, division order files, abstracts and title opinions and copies of applicable accounting records), but only to the extent not subject to unaffiliated third party contractual restrictions on disclosure or transfer and only to the extent related to the Assets (the "Records").

TO HAVE AND TO HOLD, the Assets unto Assignee, its successors and assigns subject to the terms, conditions, exceptions and other provisions herein stated:

1. This Assignment is made "as is, where is" and without warranty of title, express, implied, or statutory, but with full substitution and subrogation of Assignee, to the extent assignable, in and to all covenants and warranties of Assignors' predecessors in title and with full subrogation of all rights accruing

under the applicable statutes of limitation or prescription under the laws of the State of Kansas and all rights of actions of warranty against all former owners of the Assets. Any covenants, representations or warranties implied by statute or law by the use of the words "transfer," "convey," "bargain" or "assign" or other similar words used in this Assignment are hereby expressly disclaimed, waived and negated.

2. Assignee acknowledges that in making the decision to accept this Assignment, Assignee has relied solely upon its own independent investigation of the Assets. Accordingly, Assignee acknowledges that Assignors have not made and Assignors hereby expressly disclaim and negate any covenant, representation or warranty express or implied at common law, by statute or otherwise relating to (1) the condition of the Assets (including, but not limited to, any implied or express warranty of merchantability or fitness for a particular purpose or of conformity to models or samples of materials) and (2) any information, data or other materials (written or oral) furnished to Assignee by or on behalf of Assignors (including, but not limited to, information, data or other materials regarding the existence or extent of oil, gas or other mineral reserves, the recoverability of or the cost of recovering such reserves, the value of such reserves, any product pricing assumptions, present or past production rates, the environmental condition of the Assets, including but not limited to the presence of naturally occurring radioactive material ("NORM"), and the ability to sell oil or gas production). Prior to the date of this Assignment, Assignee has been afforded the opportunity to examine all materials pertinent to the Assets in Assignors' offices and has been given access to other information in Assignors' possession and has had the opportunity to conduct such inspections of the Assets as it has deemed advisable. Assignee acknowledges that Assignors have made no representations or warranties as to the accuracy of such information or as to the condition of the Assets, and, in accepting this Assignment, Assignee hereby accepts the Assets "As-Is Where-Is And With All Faults". The description and information contained in this Assignment and in any exhibit hereto or separately provided to Assignee by Assignors are provided solely for Assignee's convenience and no representation or warranty is made with respect to the accuracy or complete nature thereof and Assignee's reliance thereon shall be at Assignee's sole risk and liability.

3. Assignee hereby assumes all of Assignors' obligations under, and agrees to timely perform all of the terms and the express and implied conditions and covenants under, all Material Agreements and of the Lease. This Assignment is subject to any and all agreements affecting the Assets whether recorded or unrecorded, if and when applicable.

4. Assignee agrees to accept full responsibility to plug and abandon the existing well and associated structures and equipment hereby assigned.

5. Except as otherwise expressly provided herein, this Assignment shall bind and inure to the benefit of Assignors and Assignee and their respective successors and assigns.

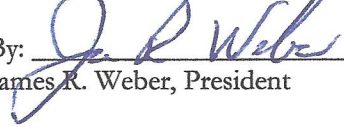
6. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Kansas, without regard to any conflicts of law that would direct application of the laws of another jurisdiction.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

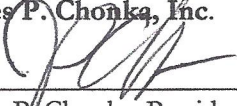
8. Separate assignments of certain parts of the Assets may be executed on officially approved forms by Assignors to Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein.

ASSIGNORS:

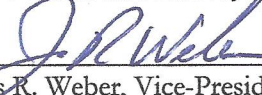
Coral Production Corporation

By: 
James R. Weber, President


James P. Chonka, Inc.

By: 
James P. Chonka, President

Horse Creek Resources, Inc.

By: 
James R. Weber, Vice-President

Mytral Corporation

By: 
James P. Chonka, President

Pendleton, LLC

By: _____
Ed Pendleton, Manager

Pensa, Inc.

By: _____
Louis W. Pendleton, President

GBL Trust dated 11/22/95

By: _____
Mildred F. Lange, Trustee

Robert and Maxine Hannifin Trust

By: _____
Mark A. Hannifin, Co-Trustee

ASSIGNEE:

Hoffman Resources, LLC

By: _____
Alan Hoffman, Managing Member

ASSIGNORS:

Coral Production Corporation

By: _____
James R. Weber, President

James P. Chonka, Inc.

By: _____
James P. Chonka, President

Horse Creek Resources, Inc.

By: _____
James R. Weber, Vice-President

Mytral Corporation

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James P. Chonka, President

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By: _____
Ed Pendleton, Manager

Pensa, Inc.

By: _____
Louis W. Pendleton, President

GBL Trust dated 11/22/95

By: _____
Mildred F. Lange, Trustee

Robert and Maxine Hannifin Trust

By: _____
Mark A. Hannifin, Co-Trustee

ASSIGNEE:

Hoffman Resources, LLC

By: _____
~~Allen~~ Hoffman, Managing Member
Alan

ASSIGNORS:

Coral Production Corporation

By: _____
James R. Weber, President

James P. Chonka, Inc.

By: _____
James P. Chonka, President

Horse Creek Resources, Inc.

By: _____
James R. Weber, Vice-President

Mytral Corporation

By: _____
James P. Chonka, President

Pendleton, LLC

By: _____
Ed Pendleton, Manager

Pensa, Inc.

By: _____
Louis W. Pendleton, President

GBL Trust dated 11/22/95

By: Mildred F. Lange, Trustee
Mildred F. Lange, Trustee

Robert and Maxine Hannifin Trust

By: _____
Mark A. Hannifin, Co-Trustee

ASSIGNEE:

Hoffman Resources, LLC

By: _____
~~Allen Hoffman, Managing Member~~
Alan

ASSIGNORS:

Coral Production Corporation

By: _____
James R. Weber, President

James P. Chonka, Inc.

By: _____
James P. Chonka, President

Horse Creek Resources, Inc.

By: _____
James R. Weber, Vice-President

Mytral Corporation

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James P. Chonka, President

Pendleton, LLC

By: _____
Ed Pendleton, Manager

Pensa, Inc.

By: _____
Louis W. Pendleton, President

GBL Trust dated 11/22/95

By: _____
Mildred F. Lange, Trustee

Robert and Maxine Hannifin Trust

By:  _____
Mark A. Hannifin, Co-Trustee

ASSIGNEE:

Hoffman Resources, LLC

By: _____
~~Allen~~ Hoffman, Managing Member
Alan

ASSIGNORS:

H Investment Company, LLC

By: Pamela Baker
Pamela Baker, Managing Member

By: _____
M. Kirby Ambler

By: _____
Michelle M. Ambler

By: _____
Richard M. Hughes

Richard B. Buckley Ltd Family Partnership

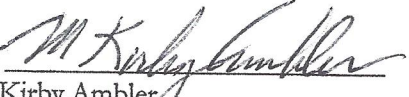
By: _____
Richard B. Buckley, Managing Partner

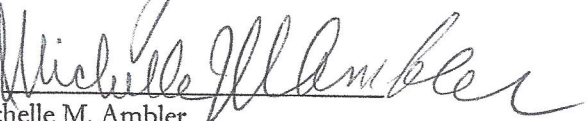
By: _____
Richard B. Buckley

ASSIGNORS:

H Investment Company, LLC

By: _____
Pamela Baker, Managing Member

By: 
M. Kirby Ambler

By: 
Michelle M. Ambler

By: _____
Richard M. Hughes

Richard B. Buckley Ltd Family Partnership

By: _____
Richard B. Buckley, Managing Partner

By: _____
Richard B. Buckley

ASSIGNORS:

H Investment Company, LLC

By: _____
Pamela Baker, Managing Member

By: _____
M. Kirby Ambler

By: _____
Michelle M. Ambler

By: 
Richard M. Hughes

Richard B. Buckley Ltd Family Partnership

By: _____
Richard B. Buckley, Managing Partner

By: _____
Richard B. Buckley

ASSIGNORS:

H Investment Company, LLC

By: _____
Pamela Baker, Managing Member

By: _____
M. Kirby Ambler

By: _____
Michelle M. Ambler

By: _____
Richard M. Hughes

Richard B. Buckley Ltd Family Partnership

By: Richard B. Buckley
Richard B. Buckley, Managing Partner

By: Richard B. Buckley
Richard B. Buckley

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

DAVID HAIDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034026757
MY COMMISSION EXPIRES JULY 11, 2020

The foregoing instrument was acknowledged before me September 10, 2019, by James R. Weber, President of Coral Production Corporation, a Colorado corporation, on behalf of said company.

David Haider
Notary public

My commission expires: 07/11/20

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

DAVID HAIDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034026757
MY COMMISSION EXPIRES JULY 11, 2020

The foregoing instrument was acknowledged before me September 10, 2019, by James P. Chonka, President of James P. Chonka, Inc., a Colorado corporation, on behalf of said company.

David Haider
Notary public

My commission expires: 07/11/20

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

DAVID HAIDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034026757
MY COMMISSION EXPIRES JULY 11, 2020

The foregoing instrument was acknowledged before me September 10, 2019, by James R. Weber, Vice-President of Horse Creek Resources, Inc., a Wyoming corporation, on behalf of said company.

David Haider
Notary public

My commission expires: 07/11/20

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

DAVID HAIDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034026757
MY COMMISSION EXPIRES JULY 11, 2020

The foregoing instrument was acknowledged before me September 10, 2019, by James P. Chonka, President of Mytral Corporation, a Colorado corporation, on behalf of said company.

David Haider
Notary public

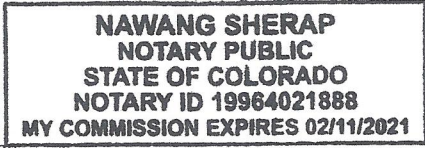
My commission expires: 07/11/20

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me Sept 3rd August, 2019, by Ed Pendleton, Manager of Pendleton, LLC, a Colorado limited liability company, on behalf of said company.

N 
Notary public

My commission expires: 2-11-2021

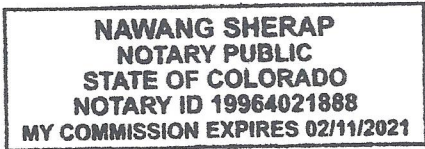


STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me Sept 3rd August, 2019, by Louis W. Pendleton, President of Pensa, Inc., a Colorado corporation, on behalf of said company.

N 
Notary public

My commission expires: 2-11-2021



STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by Mildred F. Lange, Trustee of the GBL Trust dated 11/22/95.

Notary public

My commission expires: _____

STATE OF TEXAS)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by Mark A. Hannifin, Co-Trustee of the Robert and Maxine Hannifin Trust.

Notary public

My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by Ed Pendleton, Manager of Pendleton, LLC, a Colorado limited liability company, on behalf of said company.

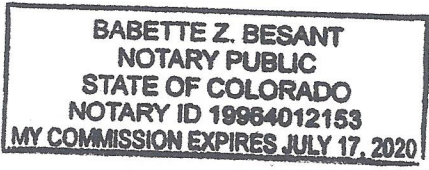
Notary public My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by Louis W. Pendleton, President of Pensa, Inc., a Colorado corporation, on behalf of said company.

Notary public My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF Grand)



The foregoing instrument was acknowledged before me August 30, 2019, by Mildred F. Lange, Trustee of the GBL Trust dated 11/22/95.

Babette Z. Besant
Notary public My commission expires: 7/17/2020

STATE OF TEXAS)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by Mark A. Hannifin, Co-Trustee of the Robert and Maxine Hannifin Trust.

Notary public My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August____, 2019, by Ed Pendleton, Manager of Pendleton, LLC, a Colorado limited liability company, on behalf of said company.

Notary public My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August____, 2019, by Louis W. Pendleton, President of Pensa, Inc., a Colorado corporation, on behalf of said company.

Notary public My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

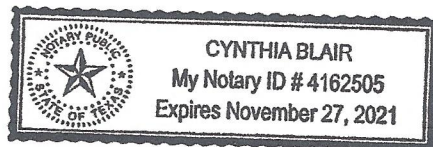
The foregoing instrument was acknowledged before me August____, 2019, by Mildred F. Lange, Trustee of the GBL Trust dated 11/22/95.

Notary public My commission expires: _____

STATE OF TEXAS)
) ss.
COUNTY OF midland)

The foregoing instrument was acknowledged before me August 27, 2019, by Mark A. Hannifin, Co-Trustee of the Robert and Maxine Hannifin Trust.

Cynthia A. Blair
Notary public My commission expires: _____



MARY ACEVEDO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144047500
MY COMMISSION EXPIRES DECEMBER 15, 2022

STATE OF COLORADO)
COUNTY OF Denver) ss.
)

The foregoing instrument was acknowledged before me August 26, 2019, by Pamela Baker, Managing Manager of H Investment Company, LLC, a Colorado limited liability company, on behalf of said company.

Mary Acevedo
Notary public

My commission expires: December 15, 2022

STATE OF COLORADO)
COUNTY OF _____) ss.
)

The foregoing instrument was acknowledged before me August _____, 2019, by M. Kirby Ambler.

Notary public

My commission expires: _____

STATE OF COLORADO)
COUNTY OF _____) ss.
)

The foregoing instrument was acknowledged before me August _____, 2019, by Michelle M. Ambler.

Notary public

My commission expires: _____

STATE OF CALIFORNIA)
COUNTY OF _____) ss.
)

The foregoing instrument was acknowledged before me August _____, 2019, by Richard M. Hughes.

Notary public

My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by Pamela Baker, Managing Manager of H Investment Company, LLC, a _____ limited liability company, on behalf of said company.

Notary public My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me August 30, 2019, by M. Kirby Ambler.

Yadira N. Garduno
Notary public My commission expires: 04/28/2020

YADIRA N. GARDUNO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164016313
MY COMMISSION EXPIRES APRIL 28, 2020

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me August 30, 2019, by Michelle M. Ambler.

Yadira N. Garduno
Notary public My commission expires: 04/28/2020

YADIRA N. GARDUNO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164016313
MY COMMISSION EXPIRES APRIL 28, 2020

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by Richard M. Hughes.

Notary public My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by Pamela Baker, Managing Manager of H Investment Company, LLC, a _____ limited liability company, on behalf of said company.

_____ My commission expires: _____
Notary public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by M. Kirby Ambler.

_____ My commission expires: _____
Notary public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

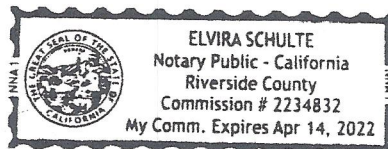
The foregoing instrument was acknowledged before me August _____, 2019, by Michelle M. Ambler.

_____ My commission expires: _____
Notary public

STATE OF CALIFORNIA)
) ss.
COUNTY OF Riverside)

The foregoing instrument was acknowledged before me August 4th ^{September}, 2019, by Richard M. Hughes.

Elvira Schulte My commission expires: April 14, 2022
Notary public



Doc. Date: 8/26/19 # Pages 10

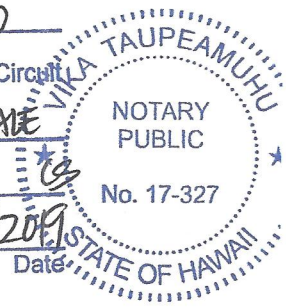
Notary Name: Vika Taupeamuhu Second Circuit

Doc. Description ASSIGNMENT BILL OF SALE

AND CONVEYANCE

[Signature]
Notary Signature

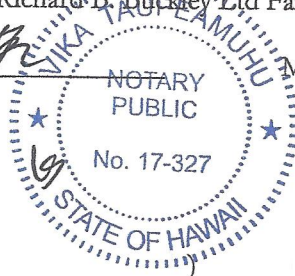
8/26/2019
Date



STATE OF HAWAII)
COUNTY OF MAUI) ss.

The foregoing instrument was acknowledged before me August 26, 2019, by Richard B. Buckley, Managing Partner of the Richard B. Buckley Ltd Family Partnership.

[Signature]
Notary public



My commission expires: VIKA TAUPEAMUHU
My commission expires: August 20, 2021

Doc. Date: 8/26/19 # Pages 10

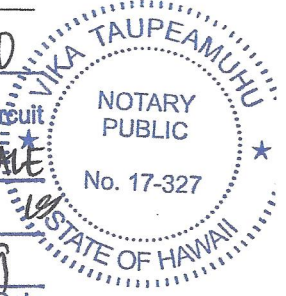
Notary Name: Vika Taupeamuhu Second Circuit

Doc. Description ASSIGNMENT BILL OF SALE

AND CONVEYANCE

[Signature]
Notary Signature

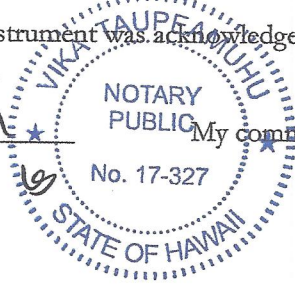
8/26/19
Date



STATE OF HAWAII)
COUNTY OF MAUI) ss.

The foregoing instrument was acknowledged before me August 26, 2019, by Richard B. Buckley.

[Signature]
Notary public



My commission expires: VIKA TAUPEAMUHU
My commission expires: August 20, 2021

STATE OF KANSAS)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me September _____, 2019, by Alan Hoffman, Managing Member of Hoffman Resources, LLC, a Kansas company, on behalf of said company.

Notary public My commission expires: _____

EXHIBIT "A"

LEASE A:

Oil and gas lease dated March 23, 2000, from Hoffman Ranches, Inc., lessor, to Pendleton, LLC, lessee, recorded November 13, 2000, in Book 591, page 154, in the office of the Register of Deeds of Barton County, Kansas, covering the following described property, to-wit:

A tract in the Northeast Quarter (NE/4) of Section Twenty-nine (29), Township Seventeen (17) South, Range Twelve (12) West, Barton County, Kansas, commencing at the Southeast corner of the Northeast Quarter (SE/c NE/4) of said Section 29, for a place of beginning, thence North along the East line of the Northeast Quarter (NE/4) of said Section 29, a distance of 726 feet to a point; thence West a distance of 720 feet to a point, thence South a distance of 726 feet to the South line of said NE/4; thence East along the said South line a distance of 720 feet to the point of beginning, containing 12 acres, more or less

LEASE B:

Oil and gas lease dated March 23, 2000, from Thomas W. Hipp and Mary J. Hipp, husband and wife, lessors, to Thomas Energy, Inc., lessee, recorded May 3, 2000, in Book 588, page 48, in the office of the Register of Deeds of Barton County, Kansas, covering the following described property, to-wit:

West Half of the Southwest Quarter (W/2 SW/4) of Section Twenty-eight (28), Township Seventeen (17) South, Range Twelve (12) West, Barton County, Kansas, containing 80 acres, more or less

LEASE C:

- (1) Oil and gas lease dated April 6, 2000, from Duane F. Koester and Janet Koester, his wife, lessors, to Pendleton, LLC, lessee, recorded November 13, 2000, in Book 591, page 149, in the office of the Register of Deeds of Barton County, Kansas, covering the following described property, to-wit:

Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Seventeen (17) South, Range Twelve (12) West, Barton County, Kansas, containing 160 acres, more or less;

- (2) Oil and gas lease dated April 6, 2000, from Kenneth J. Koester and Barbara Koester, his wife, lessors, to Pendleton, LLC, lessee, recorded November 13, 2000, in Book 591, page 144, in the office of the Register of Deeds of Barton County, Kansas, covering the following described property, to-wit:

Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Seventeen (17) South, Range Twelve (12) West, Barton County, Kansas, containing 160 acres, more or less;

- (3) Oil and gas lease dated April 6, 2000, from Norman W. Koester, a single man, lessor, to Pendleton, LLC, lessee, recorded November 13, 2000, in Book 591, page 146, in the office of the Register of Deeds of Barton County, Kansas, covering the following described property, to-wit:

Southeast Quarter (SE/4) of Section Twenty-nine (29),
Township Seventeen (17) South, Range Twelve (12) West,
Barton County, Kansas, containing 160 acres, more or less;

- (4) Oil and gas lease dated April 6, 2000, from Richard L. Koester and Pamela Koester, his wife, lessors, to Pendleton, LLC, lessee, recorded November 13, 2000, in Book 591, page 148, in the office of the Register of Deeds of Barton County, Kansas, covering the following described property, to-wit:

Southeast Quarter (SE/4) of Section Twenty-nine (29),
Township Seventeen (17) South, Range Twelve (12) West,
Barton County, Kansas, containing 160 acres, more or less;

- (5) Oil and gas lease dated April 6, 2000, from Ronald L. Koester and Betty Koester, his wife, lessors, to Pendleton, LLC, lessee, recorded November 13, 2000, in Book 591, page 147, in the office of the Register of Deeds of Barton County, Kansas, covering the following described property, to-wit:

Southeast Quarter (SE/4) of Section Twenty-nine (29),
Township Seventeen (17) South, Range Twelve (12) West,
Barton County, Kansas, containing 160 acres, more or less;
and,

- (6) Oil and gas lease dated April 6, 2000, from Karen L. Koester Schraeder and Richard Schraeder, her husband, lessors, to Pendleton, LLC, lessee, recorded November 13, 2000, in Book 591, page 145, in the office of the Register of Deeds of Barton County, Kansas, covering the following described property, to-wit:

Southeast Quarter (SE/4) of Section Twenty-nine (29),
Township Seventeen (17) South, Range Twelve (12) West,
Barton County, Kansas, containing 160 acres, more or less.

WELL

Koester #1 located in the SE/4 Sec. 29, T17S, R12W



ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (hereinafter referred to as the "Assignment"), is entered into on September 11TH, 2019, but is effective for all purposes as of 7:00 a.m. September 1, 2019 from Coral Production Corporation, James P. Chonka, Inc., Horse Creek Resources, Inc., Mytral Corporation, Pendleton, LLC, Pensa, Inc., GBL Trust dated 11/22/95, Robert and Maxine Hannifin Trust, H Investment Company, LLC, M. Kirby and Michelle M. Ambler, Richard M. Hughes, Richard B. Buckley Family Ltd Partnership, and Richard B. Buckley, (collectively the "Assignors"), to Hoffman Resources, LLC., PO Box 387, Hoisington, Kansas 67544 (the "Assignee"):

For TEN dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby assign and transfer to Assignee all of their right, title and interest as of the Effective Date in and to the Leases, Well, Land, Facilities, Material Agreements and Records (collectively, the "Assets"), described as follows:

A. The leasehold estates created by the oil and gas leases specifically described in Exhibit A attached hereto and incorporated herein (the "Lease"), and the oil, gas and all other hydrocarbons (including but not limited to coalbed methane) and other products and byproducts, remaining as of the Effective Date, (collectively referred to herein as "Hydrocarbons"), attributable to the Lease and the land covered thereby (the "Land") and all contract rights and interests associated with the Lease and Hydrocarbons, thereon; Excluding, without limitation, all royalty interests, overriding royalty interests, and fee mineral interest currently owned by assignors.

B. The entirety of the Assignors' interests in the oil and gas well associated with the Lease and the Land, including but not limited to any well on the Lease and Land as described on Exhibit A attached hereto and incorporated herein (collectively, the "Well"), and the gathering lines, pipelines, tanks, separation equipment, processing plants, and property associated therewith (collectively, the "Facilities"), together with all injection and disposal wells on the Land, and all real property, personal property, equipment, fixtures, improvements, permits, rights-of-way, easements, licenses and site leases used or held for use in connection with the production, separation, gathering, treatment, processing, storing, transporting, sale or disposal of Hydrocarbons or water produced from the properties and interests described herein including, without limitation, all equipment installed, or in the process of being installed, on the Well and Facilities as of the Effective Date.

C. All agreements and contracts relating to the Assets, including but not limited to all existing and effective sales, purchase, exchange, gathering, transportation and processing contracts, operating agreements, balancing agreements, farmout agreements, service agreements, exploration agreements, surface leases, permits and licenses, surface use agreements, other surface rights and other contracts, agreements and instruments, insofar as they relate to the properties and interests described herein, and only to the extent such contracts, agreements and rights are assignable (collectively, the "Material Agreements").

D. Copies of the files, records and data maintained by Assignors and relating to the interests described herein (including without limitation, all lease files, land files, well files, drilling reports, files relating to the Material Agreements, division order files, abstracts and title opinions and copies of applicable accounting records), but only to the extent not subject to unaffiliated third party contractual restrictions on disclosure or transfer and only to the extent related to the Assets (the "Records").

TO HAVE AND TO HOLD, the Assets unto Assignee, its successors and assigns subject to the terms, conditions, exceptions and other provisions herein stated:

1. This Assignment is made "as is, where is" and without warranty of title, express, implied, or statutory, but with full substitution and subrogation of Assignee, to the extent assignable, in and to all covenants and warranties of Assignors' predecessors in title and with full subrogation of all rights accruing

Mail PW
Index SW
Proofed SWCP
Deeds to Clerk _____
Numerical CB
Cross CB
Scanned CB
DC Book _____
Military Book _____
Plat Book _____

under the applicable statutes of limitation or prescription under the laws of the State of Kansas and all rights of actions of warranty against all former owners of the Assets. Any covenants, representations or warranties implied by statute or law by the use of the words "transfer," "convey," "bargain" or "assign" or other similar words used in this Assignment are hereby expressly disclaimed, waived and negated.

2. Assignee acknowledges that in making the decision to accept this Assignment, Assignee has relied solely upon its own independent investigation of the Assets. Accordingly, Assignee acknowledges that Assignors have not made and Assignors hereby expressly disclaim and negate any covenant, representation or warranty express or implied at common law, by statute or otherwise relating to (1) the condition of the Assets (including, but not limited to, any implied or express warranty of merchantability or fitness for a particular purpose or of conformity to models or samples of materials) and (2) any information, data or other materials (written or oral) furnished to Assignee by or on behalf of Assignors (including, but not limited to, information, data or other materials regarding the existence or extent of oil, gas or other mineral reserves, the recoverability of or the cost of recovering such reserves, the value of such reserves, any product pricing assumptions, present or past production rates, the environmental condition of the Assets, including but not limited to the presence of naturally occurring radioactive material ("NORM"), and the ability to sell oil or gas production). Prior to the date of this Assignment, Assignee has been afforded the opportunity to examine all materials pertinent to the Assets in Assignors' offices and has been given access to other information in Assignors' possession and has had the opportunity to conduct such inspections of the Assets as it has deemed advisable. Assignee acknowledges that Assignors have made no representations or warranties as to the accuracy of such information or as to the condition of the Assets, and, in accepting this Assignment, Assignee hereby accepts the Assets "As-Is Where-Is And With All Faults". The description and information contained in this Assignment and in any exhibit hereto or separately provided to Assignee by Assignors are provided solely for Assignee's convenience and no representation or warranty is made with respect to the accuracy or complete nature thereof and Assignee's reliance thereon shall be at Assignee's sole risk and liability.

3. Assignee hereby assumes all of Assignors' obligations under, and agrees to timely perform all of the terms and the express and implied conditions and covenants under, all Material Agreements and of the Lease. This Assignment is subject to any and all agreements affecting the Assets whether recorded or unrecorded, if and when applicable.

4. Assignee agrees to accept full responsibility to plug and abandon the existing well and associated structures and equipment hereby assigned.

5. Except as otherwise expressly provided herein, this Assignment shall bind and inure to the benefit of Assignors and Assignee and their respective successors and assigns.

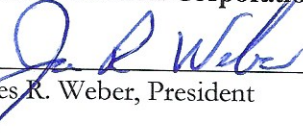
6. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Kansas, without regard to any conflicts of law that would direct application of the laws of another jurisdiction.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

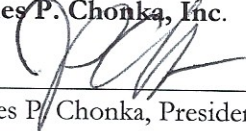
8. Separate assignments of certain parts of the Assets may be executed on officially approved forms by Assignors to Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein.

ASSIGNORS:

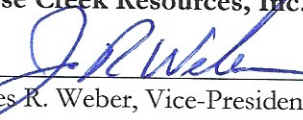
Coral Production Corporation

By: 
James R. Weber, President

James P. Chonka, Inc.

By: 
James P. Chonka, President

Horse Creek Resources, Inc.

By: 
James R. Weber, Vice-President

Mytral Corporation

By: 
James P. Chonka, President

Pendleton, LLC

By: _____
Ed Pendleton, Manager

Pensa, Inc.

By: _____
Louis W. Pendleton, President

GBL Trust dated 11/22/95

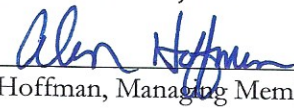
By: _____
Mildred F. Lange, Trustee

Robert and Maxine Hannifin Trust

By: _____
Mark A. Hannifin, Co-Trustee

ASSIGNEE:

Hoffman Resources, LLC

By: 
Alan Hoffman, Managing Member

ASSIGNORS:

Coral Production Corporation

By: _____
James R. Weber, President

James P. Chonka, Inc.

By: _____
James P. Chonka, President

Horse Creek Resources, Inc.

By: _____
James R. Weber, Vice-President

Mytral Corporation

By: _____
James P. Chonka, President

Pendleton, LLC

By: _____
Ed Pendleton, Manager

Pensa, Inc.

By: _____
Louis W. Pendleton, President

GBL Trust dated 11/22/95

By: _____
Mildred F. Lange, Trustee

Robert and Maxine Hannifin Trust

By: _____
Mark A. Hannifin, Co-Trustee

ASSIGNEE:

Hoffman Resources, LLC

By: _____
~~Allen~~ Hoffman, Managing Member
A/AA

ASSIGNORS:

Coral Production Corporation

By: _____
James R. Weber, President

James P. Chonka, Inc.

By: _____
James P. Chonka, President

Horse Creek Resources, Inc.

By: _____
James R. Weber, Vice-President

Mytral Corporation

By: _____
James P. Chonka, President

Pendleton, LLC

By: _____
Ed Pendleton, Manager

Pensa, Inc.

By: _____
Louis W. Pendleton, President

GBL Trust dated 11/22/95

By: Mildred F. Lange, Trustee
Mildred F. Lange, Trustee

Robert and Maxine Hannifin Trust

By: _____
Mark A. Hannifin, Co-Trustee

ASSIGNEE:

Hoffman Resources, LLC

By: _____
~~Allen Hoffman, Managing Member~~
Alan

ASSIGNORS:

Coral Production Corporation

By: _____
James R. Weber, President

James P. Chonka, Inc.

By: _____
James P. Chonka, President

Horse Creek Resources, Inc.

By: _____
James R. Weber, Vice-President

Mytral Corporation

By: _____
James P. Chonka, President

Pendleton, LLC

By: _____
Ed Pendleton, Manager

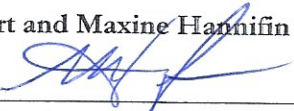
Pensa, Inc.

By: _____
Louis W. Pendleton, President

GBL Trust dated 11/22/95

By: _____
Mildred F. Lange, Trustee

Robert and Maxine Hannifin Trust

By:  _____
Mark A. Hannifin, Co-Trustee

ASSIGNEE:

Hoffman Resources, LLC

By: _____
~~Allen~~ Hoffman, Managing Member
Alan

ASSIGNORS:

H Investment Company, LLC

By: Pamela Baker
Pamela Baker, Managing Member

By: _____
M. Kirby Ambler

By: _____
Michelle M. Ambler

By: _____
Richard M. Hughes

Richard B. Buckley Ltd Family Partnership

By: _____
Richard B. Buckley, Managing Partner

By: _____
Richard B. Buckley

ASSIGNORS:

H Investment Company, LLC

By: _____
Pamela Baker, Managing Member

By: *M Kirby Ambler*
M. Kirby Ambler

By: *Michelle M Ambler*
Michelle M. Ambler

By: _____
Richard M. Hughes

Richard B. Buckley Ltd Family Partnership

By: _____
Richard B. Buckley, Managing Partner

By: _____
Richard B. Buckley

ASSIGNORS:

H Investment Company, LLC

By: _____
Pamela Baker, Managing Member

By: _____
M. Kirby Ambler

By: _____
Michelle M. Ambler

By:  _____
Richard M. Hughes

Richard B. Buckley Ltd Family Partnership

By: _____
Richard B. Buckley, Managing Partner

By: _____
Richard B. Buckley

ASSIGNORS:

H Investment Company, LLC

By: _____
Pamela Baker, Managing Member

By: _____
M. Kirby Ambler

By: _____
Michelle M. Ambler

By: _____
Richard M. Hughes

Richard B. Buckley Ltd Family Partnership

By: Richard B. Buckley
Richard B. Buckley, Managing Partner

By: Richard B. Buckley
Richard B. Buckley

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

DAVID HAIDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034026757
MY COMMISSION EXPIRES JULY 11, 2020

The foregoing instrument was acknowledged before me September 10, 2019, by James R. Weber, President of Coral Production Corporation, a Colorado corporation, on behalf of said company.

David Haider
Notary public

My commission expires: 07/11/20

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

DAVID HAIDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034026757
MY COMMISSION EXPIRES JULY 11, 2020

The foregoing instrument was acknowledged before me September 10, 2019, by James P. Chonka, President of James P. Chonka, Inc., a Colorado corporation, on behalf of said company.

David Haider
Notary public

My commission expires: 07/11/20

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

DAVID HAIDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034026757
MY COMMISSION EXPIRES JULY 11, 2020

The foregoing instrument was acknowledged before me September 10, 2019, by James R. Weber, Vice-President of Horse Creek Resources, Inc., a Wyoming corporation, on behalf of said company.

David Haider
Notary public

My commission expires: 07/11/20

STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

DAVID HAIDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034026757
MY COMMISSION EXPIRES JULY 11, 2020

The foregoing instrument was acknowledged before me September 10, 2019, by James P. Chonka, President of Mytral Corporation, a Colorado corporation, on behalf of said company.

David Haider
Notary public

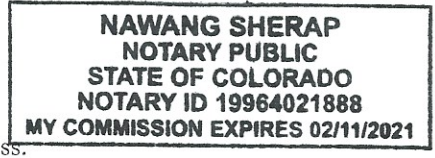
My commission expires: 07/11/20

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me August Sept 3rd, 2019, by Ed Pendleton, Manager of Pendleton, LLC, a Colorado limited liability company, on behalf of said company.

N [Signature]
Notary public

My commission expires: 2-11-2021

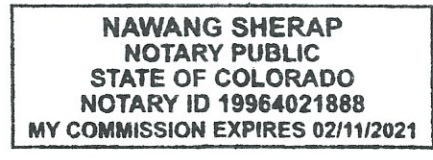


STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me August Sept 3rd, 2019, by Louis W. Pendleton, President of Pensa, Inc., a Colorado corporation, on behalf of said company.

N [Signature]
Notary public

My commission expires: 2-11-2021



STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by Mildred F. Lange, Trustee of the GBL Trust dated 11/22/95.

Notary public

My commission expires: _____

STATE OF TEXAS)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by Mark A. Hannifin, Co-Trustee of the Robert and Maxine Hannifin Trust.

Notary public

My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August____, 2019, by Ed Pendleton, Manager of Pendleton, LLC, a Colorado limited liability company, on behalf of said company.

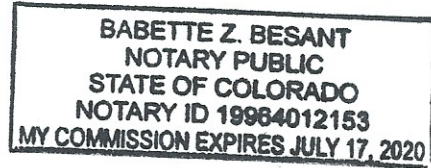
Notary public My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August____, 2019, by Louis W. Pendleton, President of Pensa, Inc., a Colorado corporation, on behalf of said company.

Notary public My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)



The foregoing instrument was acknowledged before me August 30, 2019, by Mildred F. Lange, Trustee of the GBL Trust dated 11/22/95.

Babette Z. Besant
Notary public My commission expires: 7/17/2020

STATE OF TEXAS)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August____, 2019, by Mark A. Hannifin, Co-Trustee of the Robert and Maxine Hannifin Trust.

Notary public My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by Ed Pendleton, Manager of Pendleton, LLC, a Colorado limited liability company, on behalf of said company.

Notary public My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by Louis W. Pendleton, President of Pensa, Inc., a Colorado corporation, on behalf of said company.

Notary public My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

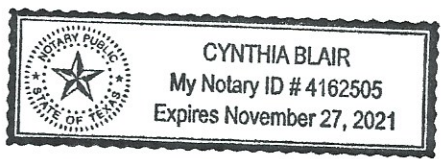
The foregoing instrument was acknowledged before me August _____, 2019, by Mildred F. Lange, Trustee of the GBL Trust dated 11/22/95.

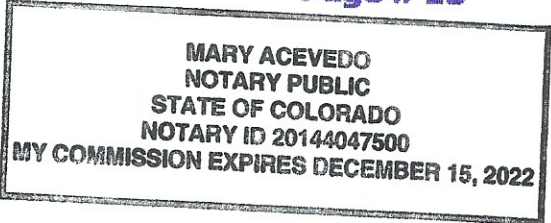
Notary public My commission expires: _____

STATE OF TEXAS)
) ss.
COUNTY OF midland)

The foregoing instrument was acknowledged before me August 27, 2019, by Mark A. Hannifin, Co-Trustee of the Robert and Maxine Hannifin Trust.

Cynthia A. Blair
Notary public My commission expires: _____





STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me August 26, 2019, by Pamela Baker, Managing Manager of H Investment Company, LLC, a Colorado limited liability company, on behalf of said company.

Mary Acevedo
Notary public

My commission expires: December 15, 2022

STATE OF COLORADO)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me August _____, 2019, by M. Kirby Ambler.

Notary public

My commission expires: _____

STATE OF COLORADO)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me August _____, 2019, by Michelle M. Ambler.

Notary public

My commission expires: _____

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me August _____, 2019, by Richard M. Hughes.

Notary public

My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by Pamela Baker, Managing Manager of H Investment Company, LLC, a _____ limited liability company, on behalf of said company.

Notary public My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me August 30, 2019, by M. Kirby Ambler.

Yadira N. Garduno
Notary public

My commission expires: 04/28/2020

YADIRA N. GARDUNO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164016313
MY COMMISSION EXPIRES APRIL 28, 2020

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me August 30, 2019, by Michelle M. Ambler.

Yadira N. Garduno
Notary public

My commission expires: 04/28/2020

YADIRA N. GARDUNO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164016313
MY COMMISSION EXPIRES APRIL 28, 2020

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by Richard M. Hughes.

Notary public My commission expires: _____

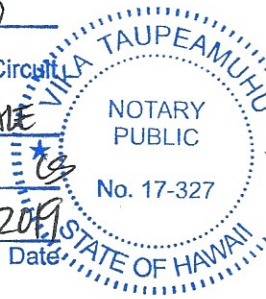
Doc. Date: 8/26/19 # Pages 10

Notary Name: Vika Taupeamuhu Second Circuit

Doc. Description: ASSIGNMENT BILL OF SALE

AND CONVEYANCE

[Signature] 8/26/2019
Notary Signature Date



STATE OF HAWAII)
COUNTY OF MAUI) ss.

The foregoing instrument was acknowledged before me August 26, 2019, by Richard B. Buckley, Managing Partner of the Richard B. Buckley Ltd Family Partnership.

[Signature]
Notary public
NOTARY PUBLIC
No. 17-327
STATE OF HAWAII

My commission expires: VIKA TAUPEAMUHU
My commission expires: August 20, 2021

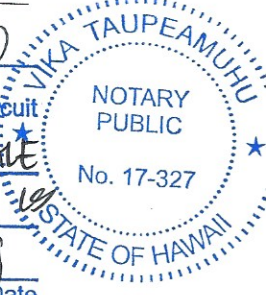
Doc. Date: 8/26/19 # Pages 10

Notary Name: Vika Taupeamuhu Second Circuit

Doc. Description: ASSIGNMENT BILL OF SALE

AND CONVEYANCE

[Signature] 8/26/19
Notary Signature Date



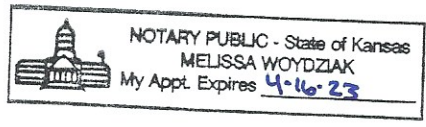
STATE OF HAWAII)
COUNTY OF MAUI) ss.

The foregoing instrument was acknowledged before me August 26, 2019, by Richard B. Buckley.

[Signature]
Notary public
NOTARY PUBLIC
No. 17-327
STATE OF HAWAII

My commission expires: VIKA TAUPEAMUHU
My commission expires: August 20, 2021

STATE OF KANSAS)
COUNTY OF Barton) ss.



The foregoing instrument was acknowledged before me September 12, 2019, by Alan Hoffman, Managing Member of Hoffman Resources, LLC, a Kansas company, on behalf of said company.

[Signature]
Notary public

My commission expires: 4-16-23

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by Pamela Baker, Managing Manager of H Investment Company, LLC, a _____ limited liability company, on behalf of said company.

Notary public My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by M. Kirby Ambler.

Notary public My commission expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me August _____, 2019, by Michelle M. Ambler.

Notary public My commission expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF Riverside)

The foregoing instrument was acknowledged before me August ^{& September} 4th, 2019, by Richard M. Hughes.

Elvira Schulte
Notary public My commission expires: April 14, 2022

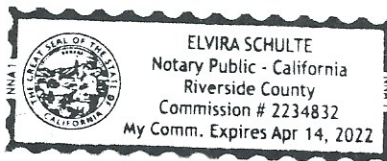


EXHIBIT "A"

LEASE A:

Oil and gas lease dated March 23, 2000, from Hoffman Ranches, Inc., lessor, to Pendleton, LLC, lessee, recorded November 13, 2000, in Book 591, page 154, in the office of the Register of Deeds of Barton County, Kansas, covering the following described property, to-wit:

A tract in the Northeast Quarter (NE/4) of Section Twenty-nine (29), Township Seventeen (17) South, Range Twelve (12) West, Barton County, Kansas, commencing at the Southeast corner of the Northeast Quarter (SE/c NE/4) of said Section 29, for a place of beginning, thence North along the East line of the Northeast Quarter (NE/4) of said Section 29, a distance of 726 feet to a point; thence West a distance of 720 feet to a point, thence South a distance of 726 feet to the South line of said NE/4; thence East along the said South line a distance of 720 feet to the point of beginning, containing 12 acres, more or less

LEASE B:

Oil and gas lease dated March 23, 2000, from Thomas W. Hipp and Mary J. Hipp, husband and wife, lessors, to Thomas Energy, Inc., lessee, recorded May 3, 2000, in Book 588, page 48, in the office of the Register of Deeds of Barton County, Kansas, covering the following described property, to-wit:

West Half of the Southwest Quarter (W/2 SW/4) of Section Twenty-eight (28), Township Seventeen (17) South, Range Twelve (12) West, Barton County, Kansas, containing 80 acres, more or less

LEASE C:

- (1) Oil and gas lease dated April 6, 2000, from Duane F. Koester and Janet Koester, his wife, lessors, to Pendleton, LLC, lessee, recorded November 13, 2000, in Book 591, page 149, in the office of the Register of Deeds of Barton County, Kansas, covering the following described property, to-wit:

Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Seventeen (17) South, Range Twelve (12) West, Barton County, Kansas, containing 160 acres, more or less;

- (2) Oil and gas lease dated April 6, 2000, from Kenneth J. Koester and Barbara Koester, his wife, lessors, to Pendleton, LLC, lessee, recorded November 13, 2000, in Book 591, page 144, in the office of the Register of Deeds of Barton County, Kansas, covering the following described property, to-wit:

Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Seventeen (17) South, Range Twelve (12) West, Barton County, Kansas, containing 160 acres, more or less;

Page 2 - Exhibit "A"

- (3) Oil and gas lease dated April 6, 2000, from Norman W. Koester, a single man, lessor, to Pendleton, LLC, lessee, recorded November 13, 2000, in Book 591, page 146, in the office of the Register of Deeds of Barton County, Kansas, covering the following described property, to-wit:

Southeast Quarter (SE/4) of Section Twenty-nine (29),
Township Seventeen (17) South, Range Twelve (12) West,
Barton County, Kansas, containing 160 acres, more or less;
- (4) Oil and gas lease dated April 6, 2000, from Richard L. Koester and Pamela Koester, his wife, lessors, to Pendleton, LLC, lessee, recorded November 13, 2000, in Book 591, page 148, in the office of the Register of Deeds of Barton County, Kansas, covering the following described property, to-wit:

Southeast Quarter (SE/4) of Section Twenty-nine (29),
Township Seventeen (17) South, Range Twelve (12) West,
Barton County, Kansas, containing 160 acres, more or less;
- (5) Oil and gas lease dated April 6, 2000, from Ronald L. Koester and Betty Koester, his wife, lessors, to Pendleton, LLC, lessee, recorded November 13, 2000, in Book 591, page 147, in the office of the Register of Deeds of Barton County, Kansas, covering the following described property, to-wit:

Southeast Quarter (SE/4) of Section Twenty-nine (29),
Township Seventeen (17) South, Range Twelve (12) West,
Barton County, Kansas, containing 160 acres, more or less;
and,
- (6) Oil and gas lease dated April 6, 2000, from Karen L. Koester Schraeder and Richard Schraeder, her husband, lessors, to Pendleton, LLC, lessee, recorded November 13, 2000, in Book 591, page 145, in the office of the Register of Deeds of Barton County, Kansas, covering the following described property, to-wit:

Southeast Quarter (SE/4) of Section Twenty-nine (29),
Township Seventeen (17) South, Range Twelve (12) West,
Barton County, Kansas, containing 160 acres, more or less.

WELL

Koester #1 located in the SE/4 Sec. 29, T17S, R12W