

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 SectionType 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: _____

Title: _____

Oil / Gas Purchaser: _____

Date: _____

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.: _____. Recommended action: _____

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

KDOR Lease No.: _____

[illegible]

* 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: _____

FORM 88 - (PRODUCER'S SPECIAL) (PAID-UP)

83U (Rev. 1993)

OIL AND GAS LEASE

Recorder No.
09-115Kansas Blue Print
700 S. Broadway, PO Box 103
Wichita, KS 67210-0103
316-264-5344 • 264-5106 fax
www.kbp.com • kbp@kbp.com

AGREEMENT, Made and entered into the 11th day of May 2006
by and between Seibel Farms, LLC

1404 SPRUCE ST., ELLIS, KS 67637
whose mailing address is PO BOX 731, MAYA, KS 67556 hereinafter called Lessor (whether one or more),
and J. Fred Hambright, Inc. - 125 N. Market, Suite 1415, Wichita, Kansas 67202
hereinafter called Lessee:

Lessor, in consideration of One or More Dollars 1.00 or More In hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, setting oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Ellis State of Kansas described as follows to-wit:

Township 14-South, Range 20-West
Sec. 9: SW/4

Photo 7/4/06
Direct Seibel
In Direct Seibel
Numerical Seibel
Checked Seibel

In Section _____ Township _____ Range _____ and containing 160 acres, more or less, and all accretions therein.

Subject to the provisions herein contained, this lease shall remain in force for a term of Three(3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land as land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales; for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations in growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of lands contiguous to one another and to be into a unit or units not exceeding 60 acres each in the event of an oil well, or units not exceeding 80 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage pooled in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Witnesses:

David Seibel - Manager
David Seibel, Managing Partner

BOOK 648 PAGE 385

STATE OF _____
 COUNTY OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
 The foregoing instrument was acknowledged before me this _____ day of _____
 by _____ and _____

My commission expires _____
 Notary Public

STATE OF _____
 COUNTY OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
 The foregoing instrument was acknowledged before me this _____ day of _____
 by _____ and _____

My commission expires _____
 Notary Public

STATE OF _____
 COUNTY OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
 The foregoing instrument was acknowledged before me this _____ day of _____
 by _____ and _____

My commission expires _____
 Notary Public

STATE OF _____
 COUNTY OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
 The foregoing instrument was acknowledged before me this _____ day of _____
 by _____ and _____

My commission expires _____
 Notary Public

No. _____	OIL AND GAS LEASE	
	FROM	TO
Date	Section	Twp.
No. of Acres	Range	County
STATE OF <u>Kansas</u>	County	<u>Ellis</u>
This instrument was filed for record on the <u>16</u> day of <u>June</u> , <u>2006</u> .		
at <u>8:00</u> o'clock <u>P.</u> M., and duly recorded	in Book <u>648</u>	Page <u>385</u> of _____
the records of this office.		
By <u>Steven L. James</u>	Notary of Deeds	SEAL
When recorded, return to _____		
J. FRED HAMBRIGHT, INC. 125 N. MARKET, SUITE 1415 WICHITA, KANSAS 67202		

STATE OF Kansas
 COUNTY OF Ellis ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
 The foregoing instrument was acknowledged before me this 11th day of May, 2006,
 by David Seibel, Managing Partner
 of Seibel Farms, LLC, a Kansas
 corporation, on behalf of the corporation.
 My commission expires 9-19-09



Steven L. James
 Notary Public

BOOK 648 PAGE 386

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

That **Tonto Energy, LLC**, an Arizona limited liability company, whose mailing address is P.O. Box 17078, Fountain Hills, Arizona 85269, and the other assigning parties listed below (collectively the "Assignor"), for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto **J AND A OIL, LLC**, a Kansas limited liability company, whose mailing address is 1514 200th Avenue, Hays, Kansas 67601, hereinafter referred to as "Assignee", all of its right, title and interest, together with all of the rights incident thereto, and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith, in and to the oil and gas leases described as follows:

Lease A:	Lessors: Lessee: Dated: Recorded: Description:	Seibel Farms, LLC J. Fred Hambright, Inc. May 11, 2006 Book 648, Page 385 SW/4 Section 9-T14S-R20W Ellis County, Kansas
Lease B:	Lessor: Lessee: Dated: Recorded: Description:	Jack Anathol LeCuyer, as Attorney "In Fact" for Mary N. LeCuyer, as Trustee of the Mary N. LeCuyer Trust dated December 17, 1975. J. Fred Hambright, Inc. December 1, 2006 Book 660, Page 689 SW/4 Section 9-T14S-R20W Ellis County, Kansas
Lease C:	Lessor: Lessee: Dated: Recorded: Description:	Jacqueline M. Henman, a single person J. Fred Hambright, Inc. November 10, 2006 Book 660, Page 692 SW/4 Section 9-T14S-R20W Ellis County, Kansas
Lease D:	Lessor: Lessee: Dated: Recorded: Description:	Julianne Nicholson Jackson and Gene W. Jackson, her husband J. Fred Hambright, Inc. November 10, 2006 Book 660, Page 695 SW/4 Section 9-T14S-R20W Ellis County, Kansas

Assignment, Bill of Sale and Conveyance dated effective October 1, 2017, from
Tonto Energy, LLC, et al, to J AND A Oil, LLC.

Lease E:	<p>Lessor: Lawrence MacKenzie Reed, a single person</p> <p>Lessee: J. Fred Hambright, Inc.</p> <p>Dated: November 10, 2006</p> <p>Recorded: Book 660, Page 698</p> <p>Description: SW/4 Section 9-T14S-R20W Ellis County, Kansas</p>
Lease F:	<p>Lessor: Perry S. Henman and Robin D. Henman, his wife</p> <p>Lessee: J. Fred Hambright, Inc.</p> <p>Dated: November 13, 2006</p> <p>Recorded: Book 660, Page 701</p> <p>Description: SW/4 Section 9-T14S-R20W Ellis County, Kansas</p>
Lease G:	<p>Lessor: Philip W. Nicholson and Pauline A. Nicholson, his wife, by Jack A. Nicholson, as "Attorney in fact"</p> <p>Lessee: J. Fred Hambright, Inc.</p> <p>Dated: November 13, 2006</p> <p>Recorded: Book 660, Page 704</p> <p>Description: SW/4 Section 9-T14S-R20W Ellis County, Kansas</p>
Lease H:	<p>Lessor: Karl W. Stalnaker, Trustee Under Trust Agreement executed by Karl W. Stalnaker and Dorothy M. Stalnaker dated April 15, 1973</p> <p>Lessee: J. Fred Hambright, Inc.</p> <p>Dated: November 10, 2006</p> <p>Recorded: Book 660, Page 707</p> <p>Description: SW/4 Section 9-T14S-R20W Ellis County, Kansas</p>
Lease I:	<p>Lessor: Ann Elizabeth Hinkel and Roy C. Hinkel, her husband</p> <p>Lessee: J. Fred Hambright, Inc.</p> <p>Dated: November 10, 2006</p> <p>Recorded: Book 660, Page 710</p> <p>Description: SW/4 Section 9-T14S-R20W Ellis County, Kansas</p>

This Assignment is subject to the following reservations, exceptions, terms and conditions:

1. All the terms and conditions of that certain Purchase and Sale Agreement dated September 27, 2017, by and between IA Operating, Inc., et al, and Assignee.
2. This instrument is executed by Assignor without warranty of title, either express, implied or statutory.
3. This assignment shall inure to the benefit of and shall be binding upon the Assignor and Assignee and their respective successors and assigns, subject to the terms, covenants and conditions hereinabove set forth.
4. This Assignment shall be effective as of October 1, 2017.

Assignment, Bill of Sale and Conveyance dated effective October 1, 2017, from Tonto Energy, LLC, et al, to J AND A Oil, LLC.

5. For the convenience of the parties any number of counterparts of this Amendment may be executed by one or more parties hereto; not all parties need execute the same counterpart of this Amendment; all such executed counterparts shall together constitute one and the same Amendment; and such executed counterparts shall be deemed to be the original instrument.

Assignee:

J AND A OIL, LLC
a Kansas limited liability company

Assignor:

TONTO ENERGY, LLC
an Arizona limited liability company

By: _____
Joel A. Younger, Managing Member

By: _____
G. Jeff Mowry, Managing Member

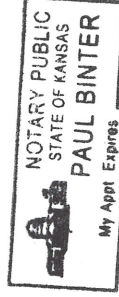
STATE OF KANSAS)
) ss.
COUNTY OF ELLIS)

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2017, personally appeared _____ Joel A. Younger _____, Managing Member of J AND A OIL, LLC, a Kansas limited liability company, on behalf of said entity.

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

My commission expires: _____ Notary Public _____

^{Kansas}
STATE OF ~~ARIZONA~~)
) ss.
COUNTY OF Sedgwick)



BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of October, 2017, personally appeared _____ G. Jeff Mowry _____, Managing Member of Tonto Energy, LLC, an Arizona limited liability company, on behalf of said entity.


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

My commission expires: 3/05/2020 Notary Public _____
Paul Binter

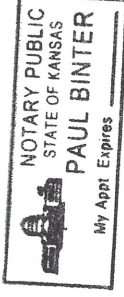
Assignment, Bill of Sale and Conveyance dated effective October 1, 2017, from
Tonto Energy, LLC, et al, to J AND A Oil, LLC.

ASSIGNOR:

BOOMER 2003, LLC


George Clancy, Managing Member

STATE OF Kansas)
) ss.
COUNTY OF Sedgwick)



BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this 24th day of October, 2017, personally appeared George Clancy, Managing Member of BOOMER 2003, LLC, on behalf of said entity.

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

My commission expires: 3/05/2020 Notary Public 

ASSIGNOR:

CHEROKEE WARRIOR, INC.

Cecil O'Brate, President

STATE OF KANSAS)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2017, before me, a Notary Public, in and for the County and State aforesaid, came Cecil O'Brate, President of CHEROKEE WARRIOR, INC., a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such officer who executed, as such officer, the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of such corporation.

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

My commission expires: _____ Notary Public _____

Assignment, Bill of Sale and Conveyance dated effective October 1, 2017, from
Tonto Energy, LLC, et al, to J AND A Oil, LLC.

ASSIGNOR:

BOOMER 2003, LLC

George Clancy, Managing Member

STATE OF _____)
COUNTY OF _____) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2017, personally appeared George Clancy, Managing Member of BOOMER 2003, LLC, on behalf of said entity.

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

My commission expires: _____ Notary Public _____

ASSIGNOR:

CHEROKEE WARRIOR, INC.

Cecil O'Brate

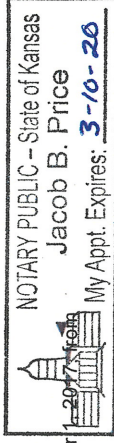
Cecil O'Brate, President

STATE OF KANSAS)
COUNTY OF Finney) ss.

BE IT REMEMBERED, that on this 28th day of November, 2017, before me, a Notary Public, in and for the County and State aforesaid, came Cecil O'Brate, President of CHEROKEE WARRIOR, INC., a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such officer who executed, as such officer, the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of such corporation.

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

My commission expires: March 16, 2020 Notary Public Jacob B. Price



Assignment, Bill of Sale and Conveyance dated effective October 1, 2017, from
Tonto Energy, LLC, et al, to J AND A Oil, LLC.

ASSIGNOR:


PORTER OIL PROPERTIES, LLC


Bobbie D. Porter, Managing Member

STATE OF KANSAS)
COUNTY OF Sedgwick) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of October, 2017, personally appeared Bobbie D. Porter, Managing Member of PORTER OIL PROPERTIES, LLC, a Kansas limited liability company, on behalf of said entity.

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

My commission expires: March 5, 2020 Notary Public 

ASSIGNOR:

GILES ENERGY, INC.



Gary Giles, President

STATE OF TEXAS)
COUNTY OF _____) ss.

BE IT REMEMBERED, that on this _____ day of _____, 2017, before me, a Notary Public, in and for the County and State aforesaid, came Gary Giles, President of GILES ENERGY, INC., a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Texas, who is personally known to me to be such officer who executed, as such officer, the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of such corporation.

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

My commission expires: _____ Notary Public _____

Assignment, Bill of Sale and Conveyance dated effective October 1, 2017, from
Tonto Energy, LLC, et al, to J AND A Oil, LLC.

PORTER OIL PROPERTIES, LLC

STATE OF KANSAS)
COUNTY OF _____) ss. _____)

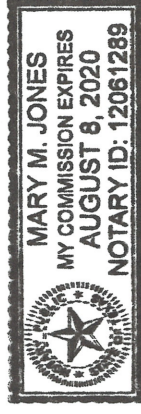
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

ASSIGNOR:

STATE OF TEXAS)
COUNTY OF Harris) ss.


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

Page 5 of 14



ASSIGNOR:

HEMISPHERE PROPERTIES CORPORATION


Michael G. Seth, President

STATE OF TEXAS)
COUNTY OF Harris) ss.

BE IT REMEMBERED, that on this 18th day of October, 2017, before me, a Notary Public, in and for the County and State aforesaid, came Michael G. Seth, President of HEMISPHERE PROPERTIES CORPORATION, a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Texas, who is personally known to me to be such officer who executed, as such officer, the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of such corporation.

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

My commission expires: 11-14-17

ASSIGNOR:

JFH INVESTMENT PROPERTIES, LLC



J. Fred Hambright, Managing Member

STATE OF KANSAS)
) ss.
COUNTY OF)

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2017, personally appeared _____ J. Fred Hambright _____, Managing Member of JFH INVESTMENT PROPERTIES, LLC, a Kansas limited liability company, on behalf of said entity.

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

My commission expires: _____

Notary Public _____

Assignment, Bill of Sale and Conveyance dated effective October 1, 2017, from Tonto Energy, LLC, et al, to J AND A Oil, LLC.

HEMISPHERE PROPERTIES CORPORATION

STATE OF TEXAS)
) ss.
COUNTY OF _____)

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

ASSIGNOR:

STATE OF KANSAS)
COUNTY OF Sedgwick) ss.

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

Assignment, Bill of Sale and Conveyance dated effective October 1, 2017, from Tonto Energy, LLC, et al, to J AND A Oil, LLC.

ASSIGNOR:

JAYHAWK ACQUISITIONS, LLC

Dennis B. Vrooman
Dennis B. Vrooman, Managing Member

STATE OF South Carolina)
COUNTY OF Charleston) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of October, 2017, personally appeared Dennis B. Vrooman, Managing Member of JAYHAWK ACQUISITIONS, LLC, an Oklahoma limited liability company, on behalf of said entity.

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

My commission expires: April 24, 2027
Brittany Ballet
Notary Public



My Commission Expires
April 24, 2027

ASSIGNOR:

VROOMAN ENERGY, LLC

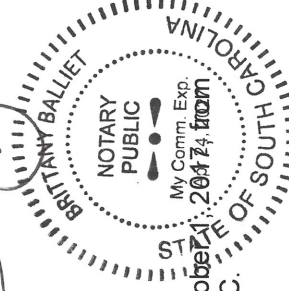
Dennis B. Vrooman
Dennis B. Vrooman, Managing Member

STATE OF South Carolina)
COUNTY OF Charleston) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of October, 2017, personally appeared Dennis B. Vrooman, Managing Member of VROOMAN ENERGY, LLC, an Oklahoma limited liability company, on behalf of said entity.

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

My commission expires: April 24, 2027
Brittany Ballet
Notary Public



Assignment, Bill of Sale and Conveyance dated effective October 24, 2017, to Tonto Energy, LLC, et al, to J AND A Oil, LLC.

ASSIGNOR:

VROOMAN CONSULTING, INC.


Douglas K. Vrooman, President

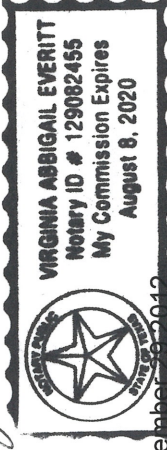
STATE OF TEXAS)
COUNTY OF Harris) ss.

BE IT REMEMBERED, that on this 31st day of October, 2017, before me, a Notary Public, in and for the County and State aforesaid, came Douglas K. Vrooman, President of VROOMAN CONSULTING, INC., a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Texas, who is personally known to me to be such officer who executed, as such officer, the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of such corporation.

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

My commission expires: Aug 8 2020

Myrna Gentry



LYNN H. MILLER & THEA J. MILLER REVOCABLE LIVING TRUST dated November 30, 2012

Lynn H. Miller, Trustee

STATE OF _____)
COUNTY OF _____) ss. _____)

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2017, personally appeared Lynn H. Miller, Trustee of the LYNN H. MILLER & THEA J. MILLER REVOCABLE TRUST DATED SEPTEMBER 29, 2012, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: _____
Notary Public _____

Assignment, Bill of Sale and Conveyance dated effective October 1, 2017, from Tonto Energy, LLC, et al, to J AND A Oil, LLC.

ASSIGNOR:

VROOMAN CONSULTING, INC.

Douglas K. Vrooman, President

STATE OF TEXAS)
)
) ss.
)
COUNTY OF)

BE IT REMEMBERED, that on this ____ day of _____, 2017, before me, a Notary Public, in and for the County and State aforesaid, came _____ Douglas K. Vrooman _____, President of VROOMAN CONSULTING, INC., a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Texas, who is personally known to me to be such officer who executed, as such officer, the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of such corporation.

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

My commission expires: _____

Notary Public _____

ASSIGNOR:

LYNN H. MILLER & THEA J. MILLER REVOCABLE LIVING TRUST dated November 29, 2012

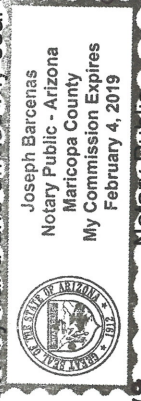
Lynna H. Miller, Trustee _____)
STATE OF Arizona)
COUNTY OF Maricopa) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of October, 2017, personally appeared Lynn H. Miller, Trustee of the LYNN H. MILLER & THEA J. MILLER REVOCABLE TRUST DATED SEPTEMBER 29, 2012, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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


 Joseph Barrence

My commission expires: 02/04/2016



Notary Public

Assignment, Bill of Sale and Conveyance dated effective October 1, 2017, from Tonto Energy, LLC; et al, to J AND A Oil, LLC.

ASSIGNOR:

STEPHEN R. DOWNES


Stephen R. Downes

STATE OF NY)
COUNTY OF NY) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this 18 day of Oct, 2017, personally appeared Stephen R. Downes, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

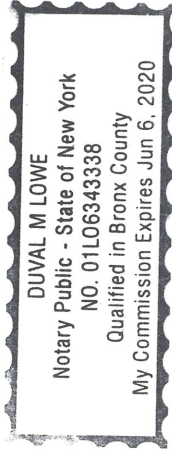
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

My commission expires: 6-6-20 Notary Public 

ASSIGNOR:

REXDALE WEST LLC


Stephen R. Downes, Managing Member



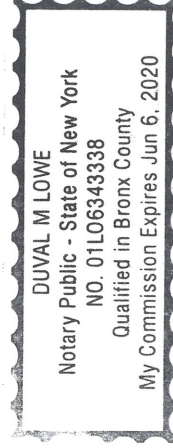
STATE OF NY)
COUNTY OF NY) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this 18 day of Oct, 2017, personally appeared Stephen R. Downes, Managing Member of REXDALE WEST LLC, on behalf of said entity.

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

My commission expires: 6-6-20 Notary Public 

Assignment, Bill of Sale and Conveyance dated effective October 1, 2017, from
Tonto Energy, LLC, et al, to J AND A Oil, LLC.



ASSIGNOR:

FRED L. PRATT


Fred L. Pratt

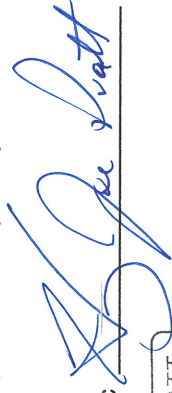
STATE OF KANSAS)
COUNTY OF Sheridan) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this 18th day of October, 2017, personally appeared Fred L. Pratt, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 1-19-20

Notary Public





ASSIGNOR:

R&R EXPLORATION FUND, LLC

Rollande Lockhart, Managing Member

STATE OF _____)
COUNTY OF _____) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2017, personally appeared Rollande Lockhart, Managing Member of R&R EXPLORATION FUND, LLC, on behalf of said entity.

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

My commission expires: _____

Notary Public

Assignment, Bill of Sale and Conveyance dated effective October 1, 2017, from
Tonto Energy, LLC, et al, to J AND A Oil, LLC.

ASSIGNOR:

FRED L. PRATT

Fred L. Pratt
STATE OF KANSAS)
COUNTY OF _____) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2017, personally appeared Fred L. Pratt, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: _____ Notary Public _____

ASSIGNOR:

R&R EXPLORATION FUND, LLC

Rollande Lockhart
Rollande Lockhart, Managing Member

STATE OF Colorado)
COUNTY OF Jefferson) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this 23 day of October, 2017, personally appeared Rollande Lockhart, Managing Member of R&R EXPLORATION FUND, LLC, on behalf of said entity.

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

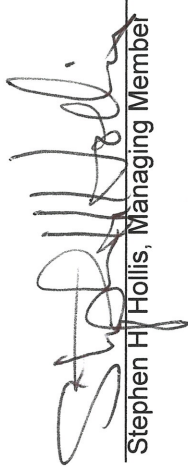
My commission expires: Aug 30, 2019 Notary Public Rebecca L. Schaffer



Assignment, Bill of Sale and Conveyance dated effective October 20, 2017, to J AND A Tonto Energy, LLC, et al, to J AND A

ASSIGNOR:

SHH RESOURCES, LLC


Stephen H. Hollis, Managing Member

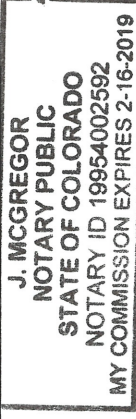
STATE OF Colorado)
COUNTY OF Boulder) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this 27th day of October, 2017, personally appeared Stephen H. Hollis, Managing Member of SHH RESOURCES, LLC, on behalf of said entity.

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

My commission expires: 2.16.19

Notary Public



ASSIGNOR:

WJG OIL PROPERTIES, LLC

Carol Gasser, Managing Member

STATE OF _____)
COUNTY OF _____) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2017, personally appeared Carol Gasser, Managing Member of WJG OIL PROPERTIES, LLC, on behalf of said entity.

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

My commission expires: _____ Notary Public _____

ASSIGNOR:

SHH RESOURCES, LLC

Stephen H. Hollis, Managing Member

STATE OF Arizona)
COUNTY OF Maricopa) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this 15th day of October, 2017, personally appeared Stephen H. Hollis, Managing Member of SHH RESOURCES, LLC, on behalf of said entity.

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

My commission expires: _____ Notary Public _____

ASSIGNOR:

WJG OIL PROPERTIES, LLC

Carol Gasser
Carol Gasser, Managing Member

STATE OF Arizona)
COUNTY OF Maricopa) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this 15th day of October, 2017, personally appeared Carol Gasser, Managing Member of WJG OIL PROPERTIES, LLC, on behalf of said entity.

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

My commission expires: 12/23/2018 Lori Myers Notary Public _____



ASSIGNOR:

MCCULLOCH BUILDERS, INC.

Gail Baumkirchner, President
Gail Baumkirchner, President

STATE OF Arizona)
COUNTY OF Mohave) ss.

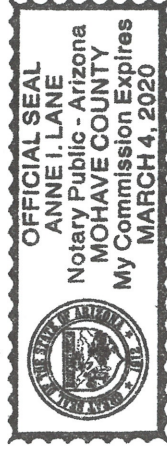
BE IT REMEMBERED, that on this 25th day of October, 2017, before me, a Notary Public, in and for the County and State aforesaid, came Gail Baumkirchner, President of MCCULLOCH BUILDERS, INC., a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Arizona, who is personally known to me to be such officer who executed, as such officer, the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of such corporation.

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

My commission expires: March 4, 2020 Notary Public Grove J. Gare

ASSIGNOR:

OLSON FAMILY TRUST dated 2/26/10



Harry A. Olson, Trustee

STATE OF _____)
COUNTY OF _____) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2017, personally appeared Harry A. Olson, Trustee of the OLSON FAMILY TRUST DATED 2/26/10, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: _____ Notary Public _____

Assignment, Bill of Sale and Conveyance dated effective October 1, 2017, from
Tonto Energy, LLC, et al, to J AND A Oil, LLC.

ASSIGNOR:

MCCULLOCH BUILDERS, INC.

Gail Baumkirchner, President

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2017, before me, a Notary Public, in and for the County and State aforesaid, came _____ Gail Baumkirchner _____, President of MCCULLOCH BUILDERS, INC., a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Arizona, who is personally known to me to be such officer who executed, as such officer, the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of such corporation.

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

My commission expires: _____ Notary Public _____

ASSIGNOR:

OLSON FAMILY TRUST dated 2/26/10

Harry A. Olson, Trustee

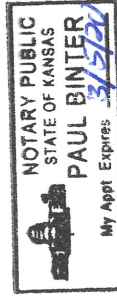
STATE OF Kansas)
) ss.
COUNTY OF Sedgwick)

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this 20 day of October, 2017, personally appeared _____ Harry A. Olson _____, Trustee of the OLSON FAMILY TRUST DATED 2/26/10, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: March 5, 2020 Notary Public Paul Binter

Assignment, Bill of Sale and Conveyance dated effective October 1, 2017, from
Tonto Energy, LLC, et al, to J AND A Oil, LLC.



ASSIGNOR:

SCOTT S. PRINGLE and KELSEY L. PRINGLE REVOCABLE TRUST dated 2/25/14



Scott S. Pringle, Trustee

STATE OF KANSAS)
) ss.
COUNTY OF Sedgwick)

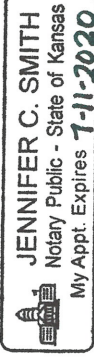
BE IT REMEMBERED that before me, the undersigned, a Notary Public, in and for said County and State, on this 16th day of October, 2017, personally appeared Scott S. Pringle, Trustee of the SCOTT S. PRINGLE and KELSEY L. PRINGLE REVOCABLE TRUST DATED 2/25/14, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: 7-11-2020

Notary Public

Junifer C. Junt

ASSIGNOR:

KIRK T. RUNDLE and/or REBECCA L. RUNDLE, JT

Kirk T. Rundle

Rebecca L. Rundle

STATE OF KANSAS)
) ss.
COUNTY OF)

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this ____ day of _____, 2017, personally appeared _____ Kirk T. Rundle _____ and _____ Rebecca L. Rundle, JT _____, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: _____

Notary Public

Assignment, Bill of Sale and Conveyance dated effective October 1, 2017, from Tonto Energy, LLC, et al, to J AND A Oil, LLC.

ASSIGNOR:

SCOTT S. PRINGLE and KELSEY L. PRINGLE REVOCABLE TRUST dated 2/25/14

Scott S. Pringle, Trustee

STATE OF KANSAS)
)
) ss.
)
COUNTY OF _____)

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this ____ day of _____, 2017, personally appeared _____ Scott S. Pringle_____, Trustee of the SCOTT S. PRINGLE and KELSEY L. PRINGLE REVOCABLE TRUST DATED 2/25/14, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: _____
Notary Public _____

ASSIGNOR:

KIRK T. RUNDLE and/or REBECCA L. RUNDLE, JT


Kirk T. Rundle

Rebecca L. Rundle
Rebecca L. Rundle

STATE OF KANSAS)
COUNTY OF Sedgwick) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this 16th day of October, 2017, personally appeared Kirk T. Rundle, and Rebecca L. Rundle, JT, to me known to be the identical persons, described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



My commission expires: 7-11-2020

Notary Public Jennifer C. Smith

Assignment, Bill of Sale and Conveyance dated effective October 1, 2017, from Tonto Energy, LLC, et al, to J AND A Oil, LLC.

ASSIGNOR:

MICHAEL D. KEYES LIVING TRUST

Michael D. Keyes TTE
Michael D. Keyes, Trustee

STATE OF TEXAS)
COUNTY OF HARRIS) ss.

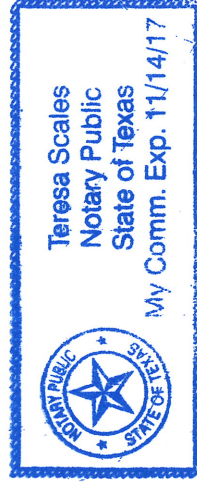
BE IT REMEMBERED, that before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of October, 2017, personally appeared Michael D. Keyes, Trustee of the MICHAEL D. KEYES LIVING TRUST, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

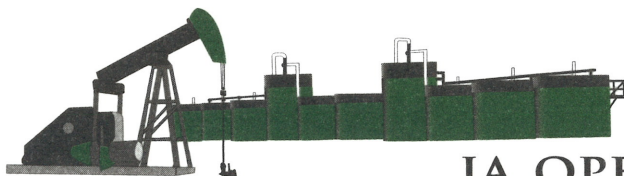
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

My commission expires: 11-14-17

Notary Public

Teresa Scales





IA OPERATING, INC.

785 West Covell Road, Suite 200 • Edmond, OK 73003

(316) 721-0036 • Fax (316) 721-0047 • (580) 242-3732

September 27, 2017

Joel A. Younger
J and A Oil, LLC
1514 200th Avenue
Hays, KS 67601

Re: Purchase and Sale Agreement
Seibel Farms 9-1
Township 14 South, Range 20 West
Section 9: SW/4
Ellis County, Kansas

Dear Mr. Younger:

IA Operating, Inc., et al, hereinafter referred to as "Seller", hereby agrees to sell all of its right, title and interest to J and A Oil, LLC, hereinafter referred to as "Buyer", in and to the oil and gas leases, production, personal property, equipment and contract rights in the captioned well and lands (collectively, the "Property"), more fully described on the attached Exhibit 'A', subject to the following terms and conditions:

1. The purchase price of the Property is \$20,000.00, payable at closing for conveyance of all of Seller's right, title and interest in the Property. Said Property and all associated equipment will be conveyed to Buyer in their present condition and location on an as-is and where-is basis.
2. The effective date of the proposed transaction is 7:00 a.m., C.S.T., on October 1, 2017.
3. Closing for the transaction contemplated herein shall take place in the offices of Seller on or before November 15, 2017, or as soon as practicable thereafter or by other arrangements made by mutual agreement between Buyer and Seller.

Seller, or its working interest partners, shall deliver at closing executed and acknowledged conveyances of the property on the form attached hereto as Exhibit 'B' executed in favor of Buyer, executed Change of Operator forms (KCC form T-1) naming J and A Oil, LLC as operator of the associated well(s) and turn over possession of the property to Buyer.

At, or within five (15) days after closing, Seller will deliver to Buyer, copies of all of its land, legal, well, log, environmental and engineering files along with division orders and any other related data for the Property.

4. This offer is subject to (i) an in-depth review of and Buyer's satisfaction with respect to well performance, operating costs, contractual obligations and any other salient factors that may have a material, adverse impact on the value of the Property; (ii) Buyer's verification of working and net revenue interests (no less than 100.00% working interest and 74.53125% net revenue interest), and the acceptability of associated titles; (iii) verification that there are no material claims, liens or encumbrances against the Property and that Seller can convey merchantable title to the Property.

Seller will give Buyer access to the Property and to Seller's records, without limitation, lease files, title files, division order files, well files, production records, equipment inventories, environmental records, accounting records and legal files applicable to the Property.

5. All claims and liabilities, arising prior to, or as a result of incidents prior to the effective date, including environmental liabilities, shall be the responsibility of the Seller and Seller shall indemnify Buyer against such claims and liabilities. All claims and liabilities arising after, and due to incidents after the effective date, shall be the responsibility of the Buyer and Buyer shall indemnify Seller against such claims and liabilities.
6. Buyer understands that the tank battery and all other oil storage equipment has been removed prior to the effective date of this transaction.
7. Seller will be responsible for payment of property taxes for 2016 and all prior years. Property taxes for 2017 and all future years will be the responsibility of the Buyer.
8. This agreement shall be subject to approval by all of IA Operating's working interest owner partners and will not be binding unless 100.00% consent from said partners is secured.

If you agree to the foregoing terms and conditions, please so indicate by signing in the space provided below and returning one (1) originally signed copy of this letter to the letterhead address by October 10, 2017, at which time this offer expires if not accepted by Buyer.

If you have any questions, or require any additional information, please contact me at the telephone number referenced above.

Yours very truly,

IA OPERATING, INC.



Jonathan Allen
President

ACCEPTED and AGREED TO this 10th day of October, 2017.

J AND A OIL, LLC

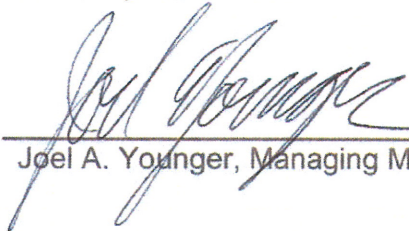
By: 
Joel A. Younger, Managing Member

EXHIBIT 'A'

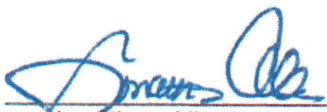
ATTACHED TO AND MADE A PART OF THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 27, 2017, AND EFFECTIVE OCTOBER 1, 2017, MADE BY AND BETWEEN J AND A OIL, LLC AS BUYER AND IA OPERATING, INC., ET AL, AS SELLER.

The oil and gas leases covered under the terms of this agreement shall be as follows:

Lease A:	Lessors:	Seibel Farms, LLC
	Lessee:	J. Fred Hambright, Inc.
	Dated:	May 11, 2006
	Recorded:	Book 648, Page 385
	Description:	SW/4 Section 9-T14S-R20W Ellis County, Kansas
Lease B:	Lessor:	Jack Anathol LeCuyer, as Attorney "In Fact" for Mary N. LeCuyer, as Trustee of the Mary N. LeCuyer Trust dated December 17, 1975.
	Lessee:	J. Fred Hambright, Inc.
	Dated:	December 1, 2006
	Recorded:	Book 660, Page 689
	Description:	SW/4 Section 9-T14S-R20W Ellis County, Kansas
Lease C:	Lessor:	Jacqueline M. Henman, a single person
	Lessee:	J. Fred Hambright, Inc.
	Dated:	November 10, 2006
	Recorded:	Book 660, Page 692
	Description:	SW/4 Section 9-T14S-R20W Ellis County, Kansas
Lease D:	Lessor:	Julianne Nicholson Jackson and Gene W. Jackson, her husband
	Lessee:	J. Fred Hambright, Inc.
	Dated:	November 10, 2006
	Recorded:	Book 660, Page 695
	Description:	SW/4 Section 9-T14S-R20W Ellis County, Kansas
Lease E:	Lessor:	Lawrence MacKenzie Reed, a single person
	Lessee:	J. Fred Hambright, Inc.
	Dated:	November 10, 2006
	Recorded:	Book 660, Page 698
	Description:	SW/4 Section 9-T14S-R20W Ellis County, Kansas

Lease F:	Lessor:	Perry S. Henman and Robin D. Henman, his wife
	Lessee:	J. Fred Hambright, Inc.
	Dated:	November 13, 2006
	Recorded:	Book 660, Page 701
	Description:	SW/4 Section 9-T14S-R20W Ellis County, Kansas
Lease G:	Lessor:	Philip W. Nicholson and Pauline A. Nicholson, his wife, by Jack A. Nicholson, as "Attorney in fact"
	Lessee:	J. Fred Hambright, Inc.
	Dated:	November 13, 2006
	Recorded:	Book 660, Page 704
	Description:	SW/4 Section 9-T14S-R20W Ellis County, Kansas
Lease H:	Lessor:	Karl W. Stalnaker, Trustee Under Trust Agreement executed by Karl W. Stalnaker and Dorothy M. Stalnaker dated April 15, 1973
	Lessee:	J. Fred Hambright, Inc.
	Dated:	November 10, 2006
	Recorded:	Book 660, Page 707
	Description:	SW/4 Section 9-T14S-R20W Ellis County, Kansas
Lease I:	Lessor:	Ann Elizabeth Hinkel and Roy C. Hinkel, her husband
	Lessee:	J. Fred Hambright, Inc.
	Dated:	November 10, 2006
	Recorded:	Book 660, Page 710
	Description:	SW/4 Section 9-T14S-R20W Ellis County, Kansas

IA OPERATING, INC.

By: 
Jonathan Allen
President

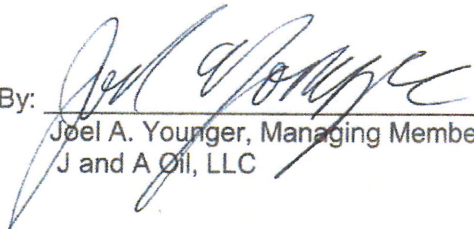
By: 
Joel A. Younger, Managing Member
J and A Oil, LLC

Exhibit 'A'

Attached to and made a part of that certain Purchase and Sale Agreement dated September 27, 2017 and effective October 1, 2017 made by and between J and A Oil, LLC as Buyer and IA Operating, Inc., et al, as Seller.