KOLAR Document ID: 1462969

## 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: MUST be s	submitted with this form.			
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:			
Gas Lease: No. of Gas Wells **	KS Dept of Revenue Lease No.:			
Gas Gathering System:	Lease Name:			
Saltwater Disposal Well - Permit No.:	_			
Spot Location: feet from N / S Line feet from E / W Line	Legal Description of Lease:			
Enhanced Recovery Project Permit No.:				
Entire Project: Yes No	County:			
Number of Injection Wells **				
Field Name:	Production Zone(s):			
** Side Two Must Be Completed.	Injection Zone(s):			
Surface Pit Permit No.:  (API No. if Drill Pit, WO or Haul)  Type of Pit: Emergency Burn Settling	feet from N / S Line of Section feet from E / W Line of Section Haul-Off Workover Drilling			
Post On australia License No.	Out to I Post on			
Past Operator's License No				
Past Operator's Name & Address:	Phone:			
	Date:			
Title:	Signature:			
New Operator's License No.	Contact Person:			
New Operator's Name & Address:	Phone:			
	Oil / Gas Purchaser:			
	Date:			
Title:	Signature:			
Acknowledgment of Transfer: The above request for transfer of inje	ection authorization, surface pit permit # has beer			
noted, approved and duly recorded in the records of the Kansas Corpor	ration Commission. This acknowledgment of transfer pertains to Kansas Corporation			
Commission records only and does not convey any ownership interest i	in the above injection well(s) or pit permit.			
is acknowledged	d as is acknowledged as			
the new operator and may continue to inject fluids as authorized	the new operator of the above named lease containing the surface pi			
Permit No.: Recommended action:	permitted by No.:			
Date:	   Date:			
Authorized Signature	Authorized Signature			
DISTRICT EPR	PRODUCTION UIC			
DISTRICT EPR	PRODUCTION UIC			

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#### Side Two

#### Must Be Filed For All Wells

* Lease Name:			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	<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		
		I JL/FINL	LL/  VVL		

A separate sheet may be attached if necessary

<sup>\*</sup> 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.

KOLAR Document ID: 1462969

## 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 (C	athodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R East
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:
Contact Person: Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City:	
the KCC with a plat showing the predicted locations of lease roads, tank	lic Protection Borehole Intent), you must supply the surface owners and batteries, pipelines, and electrical lines. The locations shown on the plat the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
owner(s) of the land upon which the subject well is or will be lo	ct (House Bill 2032), I have provided the following to the surface cated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form eing filed is a Form C-1 or Form CB-1, the plat(s) required by this ad email address.
KCC will be required to send this information to the surface own	eknowledge that, because I have not provided this information, the ner(s). To mitigate the additional cost of the KCC performing this of the surface owner by filling out the top section of this form and CC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handling to form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1	fee with this form. If the fee is not received with this form, the KSONA-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:

# KSONA - Mineral Owner Supplemental

### Additional Information for KSONA-1 Notification

Operator:	McCoy Petroleum Corporation	Location of Well: County: Kin	ngman
Lease:	ROBERTSON "A"	feet from N / S Line of Secti	ion
Well Number:	#1-33	feet from E / W Line of Sect	tion
Field:	Rosedale	Sec 33 Twp. 29 S Rng. 6 ☐ E ▼W	
	es attributable to well:	Is Section Regular or Irregular	
		If Section is Irregular, locate well from nearest corner boundary.  Section corner used: NE NW SE SW	E

Additional Surface Owners:

Bonita Boydston (E/2 N/2 N/2 NE/4) 7700 E. Hwy 42 Rago, KS 67142

Kent Robertson (E/2 S/2 N/2 NE/4) 13046 SE Adams Ave. Rago, KS 67142

Keith Robertson (E/2 N/2 S/2 NE/4) 18023 NE 77th Street Liberty, MO 67048

Maynard P. Robertson, Jr. (E/2 S/2 S/2 NE/4) 7650 E. State Road 42 Rago, KS 67142

#### ASSIGNMENT AND BILL OF SALE

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

#### WITNESSETH:

- 1. Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, set over, quit claim and convey unto Assignee, its successors and assigns, the following properties, rights and assets (hereinafter sometimes referred to as the "Subject Assets"):
- (a) All of Assignor's right, title and interest of whatsoever kind or nature in and to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof (said interests herein referred to as the "Property");
- (b) All of Assignor's interest in all fixtures, personal property and equipment located on the Property or used in the operation thereof, including without limitation, the wells, well equipment, casing, tanks, tubing, pumping units, motors, pipelines, gathering lines, and all other machinery, equipment and improvements used in the operations thereof;
- (c) All of Assignor's rights in and to all agreements associated with the Property, including oil, gas, liquids, condensate, casinghead gas, and natural gas sales agreements; purchase, exchange, gathering, transportation and processing agreements; operating agreements, unitization agreements, balancing agreements, processing agreements, joint venture agreements, partnership agreements, farmout agreements, disposal agreements, and cost analysis and prospect data agreements; and all other contracts, agreements and instruments of any nature or kind, insofar as they relate to Assignor's interests in the Property;
- (d) All of Assignor's rights under permits, licenses, authorizations for expenditure, division orders, servitudes, easements, rights-of-way, orders, surface leases, options, third-party warranties, and other rights which are related to, appurtenant to or used in connection with the Property or the fixtures, personal property, or equipment associated with the Property; or in connection with the treatment, sale, or disposal of water, hydrocarbons, or associated substances from the Property; and
- (e) All files and records relating directly to the Property maintained by Assignor, including all land, lease, and well files, ownership reports and title opinions, regulatory and environmental reports, and billing and pay records and pay decks.
- This Assignment is made without warranty, express or implied, however, Assignor
  warrants and covenants that the rights and interests assigned herein are free and clear of all liens,
  encumbrances and mortgages by, through and under Assignor, but not otherwise.
- This Assignment is subject to the non-recorded Purchase and Sale Agreement, dated June 25, 2019, existing between the Parties to this Assignment.

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

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

### [SIGNATURE PAGE TO FOLLOW]

COLE-MESSENGER A-20
HARTSHORN A-36
HARTSHORN B-36
LATTIMORE A-20
LENTSCH A-28
MARK-10
PALMER B-16
ROBERTSCH A-33
WHITMER A-10
WHITMER B-9
WHITMER K-2
WOODARD 5-2

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

MCBILLCO, LLC

Kevins. McCoy, Managing Member

ACKNOWLEDGEMENT

STATE OF KANSAS
) ss:
COUNTY OF SEDGWICK

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

JOHN CHARLES NEUSCHAFER
Notary Public - State of Kansas
My Appointment Expires
5 - 3 - 2023

John Charles Neuschafer, notary public

My appointment expires: 5/3/2023

#### EXHIBIT "A"

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

#### **PROPERTY**

Well:

**COLE-MESSENGER 'A' -20** 

Date:

9/8/1975

Lessor:

Dorothy Messenger, et al

Lessee:

Strong's, Inc.

Legal:

T30S-R8W-Sec. 19: NE/4

Recording:

Book 149, Page 53

Date:

9/12/1975

Lessor:

E. L. Cole, aka Earl L. Cole, et ux

Lessee:

Strong's, Inc.

Legal:

T30S-R8W-Sec. 20: W/2NW/4

Recording:

Book 149, Page 48

Well:

HARTSHORN 'A' -36

Date:

1/24/1945

h. p. Hartshorn, et al

Lessor: Lessee:

W. H. Bird & M. J. Boering

Legal:

T29S-R9W-Sec. 36: SW/4

Recording:

Book M55, Page 227

Well:

HARTSHORN 'B' -36

Date:

1/24/1945

Lessor:

H. P. Hartshorn, et al

Lessee:

W. H. Bird & M. J. Boering

Legal:

T29S-R9W-Sec. 36: NW/4

Recording:

Book M55, Page 227

Well:

LATTIMORE 'A' -20

Date:

1/14/1982

Lessor:

Leona Lattimore, et al

Lessee:

McCoy Petroleum Corporation

Legal:

T30S-R9W-Sec. 20: SE/4

Recording:

Book MS167, Page 217

Well:

LENTSCH 'A' -28

Date:

1/29/2003

Lessor:

Mark D. Davis, Co-Trustee of the Davis Family Revocable Living Trust

Lessee:

J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

Legal:

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-13, Page 45

Date:

1/29/2003

Lessor:

Bruce E. Davis, Jr., Co-Trustee of the Davis Family Revocable Living

Lessee:

J. Fred Hambright, Inc.

Legal:

T30S-R9W-Sec. 28: SW/4

T30S-R9W-Sec. 29: S/2SE/4

Book O-18, Page 171 Recording:

S:\2019 Spivey\2019 Loeb Spivey Sale\Assignments\Assignment - Spivey - MCBILLCO LLC to Herman L Loeb LLC.docx

1/28/2003

Lessor:

Larry Faye Estes, a single man

Lessee: Legal: J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

T30S-R9W-Sec. 29: S/2SE/4

Recording: Book O-13, Page 42

Date:

1/28/2003

Lessor:

Barbara Unger and Richard Unger, her husband

Lessee: Legal: J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-13, Page 41

Date:

1/23/2003

Lessor:

Jerry R. Estes and Wanda Estes, his wife

Lessee: Legal: J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

T30S-R9W-Sec. 29: S/2SE/4

Recording: Book O-13, Page 38

Date:

1/23/2003

Lessor:

Margaret M. Estes, as Attorney In Fact for Kenneth L. Estes, and Margaret

M. Estes, his wife individually

Lessee: Legal: J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

T30S-R9W-Sec. 29: S/2SE/4

Recording: Book O-13, Page 40

Date:

3/11/2003

Lessor:

William Ellsworth Self, Jr., a single man

Lessee: Legal: J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-13, Page 43

Date:

5/2/2003

Lessor:

Joyce Ann Keeling, a single person

Lessee: Legal: J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-13, Page 44

Date:

5/3/2003

Lessor:

Virginia Marie Kistler and Rodger Kistler, Sr., her husband

Lessee: Legal: J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-13, Page 46

Date:

1/29/2003

Lessor:

Frank J. Estes, Jr., a single man

Lessee:

J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

Legal:

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-13, Page 39

Date:

8/26/2002

Lessor:

Margie Lentsch (by Leo Lentsch, POA) and Leo Lentsch, wife and

husband

Lessee:

J. Fred Hambright, Inc.

Legal:

T30S-R9W-Sec. 28: SW/4 T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-13, Page 47

S:\2019 Spivey\2019 Loeb Spivey Sale\Assignments\Assignment - Spivey - MCBILLCO LLC to Herman L Loeb LLC.doex

11/22/2005

Lessor:

Bill Williams, f/k/a William Harvey Will and Joy Williams, his wife

Lessee: Legal: J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-19, Page 155

Date:

10/28/2005

Lessor: Lessee: Kay Hall, a widow J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

Legal:

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 71

Date:

10/28/2005

Lessor:

Larry R. Gooldy, a widower J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

Lessee: Legal:

T30S-R9W-Sec. 28: SW/4
T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 72

Date:

12/14/2005

Lessor:

Mark Walrath, a married man dealing in his sole and separate property

Lessee: Legal: J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 73

Date:

12/17/2005

Lessor:

Jeaneane R. Peterson, single J. Fred Hambright, Inc.

Lessee: Legal:

T30S-R9W-Sec. 28: SW/4

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 74

Date:

10/26/2005

Lessor: Lessee: Kenneth Paul Cates, single J. Fred Hambright, Inc.

Legal:

T30S-R9W-Sec. 28: SW/4 T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 75

Date:

10/26/2005

Lessor:

J. L. Cates, single J. Fred Hambright, Inc.

Lessee: Legal:

T30S-R9W-Sec. 28: SW/4 T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 76

Date:

12/17/2005

Lessor: Lessee: Janette L. Koepke, single J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

Legal:

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 77

Date:

12/17/2005

Lessor:

Deborah K. Walrath, single J. Fred Hambright, Inc.

Lessee: Legal:

T30S-R9W-Sec. 28: SW/4 T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 78

12/17/2005

Lessor:

Colleen M. Shafer and Joseph W. Shafer, wife and husband

Lessee:

J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

Legal:

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 79

Date:

12/14/2005

Lessor:

Donna Lynn Renton and Joshus Reid, wife and husband

Lessee: Legal:

J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 80

Date:

11/22/2005

Lessor:

April Maurice Coon and Aaron Coon, wife and husband

Lessee:

J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

Legal:

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 81

Date:

11/22/2005

Lessor:

Earlene Fay Malik and Azar Malik, wife and husband

Lessee:

J. Fred Hambright, Inc.

Legal:

T30S-R9W-Sec. 28: SW/4 T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 82

Date:

11/22/2005

Lessor:

Deanna Louise Rust and Chris Rust, wife and husband

Lessee: Legal:

J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 83

Date:

11/22/2005

Lessor:

Rae Dean Bonham and Howard E. Bonham, wife and husband

Lessee: Legal:

J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4 T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 84

Date:

11/21/2005

Lessor:

Melody Rae Fowler and Jeffery P. Fowler, wife and husband

Lessee:

J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

Legal:

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 85

Date:

11/22/2005

Lessor:

Shelly Denise Long and Eric Long, her husband

Lessee: Legal:

J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

T30S-R9W-Sec. 29: S/2SE/4 Book O-18, Page 86

Recording:

Date:

11/22/2005

Lessor:

Daniel Lee Self and Theresa Self, his wife

Lessee:

J. Fred Hambright, Inc.

Legal:

T30S-R9W-Sec. 28: SW/4 T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 87

11/22/2005

Lessor: Lessee: Evelyn G. Brooks, a widow J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

Legal:

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 88

Date:

11/22/2005

Lessor:

Raymond Lee Brooks, Jr., and Roben Brooks, his wife

Lessee: Legal: J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

1

T30S-R9W-Sec. 29: S/2SE/4

Recording:

D--1-0 10 D--- 00

456

Book O-18, Page 89

Date:

11/22/2005

Lessor:

Dwaine Brooks and Marilyn Brooks, his wife

Lessee:

J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

Legal:

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 90

Date:

11/22/2005

Lessor:

Bobbie Joyce Usher and Reese Wilson, Jr., wife and husband

Lessee: Legal: J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 91

Date:

11/9/2005

Lessor:

A. I. Self and Dixie Self, husband and wife

Lessee: Legal: J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 158

Date:

11/26/2005

Lessor:

L. U. Castro, individually and as attorney-in-fact for Roberta Jean Castro,

his wife

Lessee: Legal: J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 170

Date:

12/17/2005

Lessor: Lessee: Michael A. Walrath, single J. Fred Hambright, Inc.

Legal:

T30S-R9W-Sec. 28: SW/4 T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-18, Page 179

Date:

8/20/2002

Lessor:

Bernadine K. Werner, a married woman dealing with her sole and separate

property

Lessee:

J. Fred Hambright, Inc.

Legal:

T30S-R9W-Sec. 28: SW/4 less tract T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-13, Page 48

Date:

12/17/2005

Lessor:

Leo D. Lentsch, as Attorney-in-Fact for Margie Lentsch, a widow

Lessee:

J. Fred Hambright, Inc.

Legal:

T30S-R9W-Sec. 28: SW/4 T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-17, Page 220

9/26/2005

Lessor:

Bernadine K. Werner, a married woman dealing in her sole and separate

property

Lessee:

McCoy Petroleum Corporation

Legal:

T30S-R9W-Sec. 28: SW/4 less tract

13

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-17, Page 17

Date:

4/12/2006

Lessor:

Bernadine Werner, a married woman dealing in her sole and separate

property

Lessee: Legal: McCoy Petroleum Corporation T30S-R9W-Sec. 28: NW/4

Recording:

Book O-19, Page 24

Date:

4/12/2006

Lessor:

Bernadine Werner, a married woman dealing in her sole and separate

property

Lessee:

McCoy Petroleum Corporation

Legal:

T30S-R9W-Sec. 29: SE/4NE/4; NE/4SE/4

Recording:

Book O-19, Page 23

Date:

11/22/2005

Lessor:

Marlene May Webster and Cameron Webster, her husband

Lessee:

J. Fred Hambright, Inc. T30S-R9W-Sec. 28: SW/4

Legal:

T30S-R9W-Sec. 29: S/2SE/4

Recording:

Book O-19, Page 138

Well:

**MARK-10** 

Date:

5/16/1980

Lessor:

Larry Mark, et al

Lessee:

Strong's, Inc.

Legal:

T30S-R7W-Sec. 10: NW/4 north of RR, less tract

Recording:

Book 161, Page 323

Well:

PALMER 'B' -16

Date:

2/11/1944

Lessor:

Ernest Palmer, et ux

Lessee:

W. B. Guyer

Legal:

T28S-R5W-Sec. 16: NW/4

Recording:

Book MS53, Page 94

Well:

ROBERTSON 'A' -33

Date:

9/2/1950

Lessor:

Valentine Robertson, et vir

Lessee:

Robert H. Kirk

Legal:

T29S-R6W-Sec. 33: E/2NE/4

Recording:

Book MS62, Page 245

Well:

WHITMER 'A' -10

Date:

10/6/1967

Lessor:

Larry L. Whitmer, et ux

Lessee:

Strong's, Inc.

Legal:

T30S-R9W-Sec. 10: N/2

Recording:

Book 122, Page 178

Well: WHITMER 'B' -4

Date: 10/6/1967

Lessor: Larry L. Whitmer, et ux

Lessee: Strong's, Inc.

Legal: T30S-R9W-Sec. 4: SE/4 Recording: Book 122, Page 179

Well:

WHITMER 'B' -9

Date:

10/6/1967

Lessor: Larry L. Whitmer, et ux

Lessee:

Strong's, Inc.

Legal:

T30S-R9W-Sec. 9: NE/4

Recording:

Book 122, Page 181

Well:

WHITMER 'K' -2

Date:

10/6/2009

Lessor:

Mary Kathleen Whitmer and Larry L. Whitmer, her husband

Lessee:

McCoy Petroleum Corporation T30S-R9W-Sec. 2: NW/4

Legal: Recording:

Book O-20, Page 214

Date:

10/6/2009

Lessor:

Mary Kathleen Whitmer and Larry L. Whitmer, her husband

Lessee:

McCoy Petroleum Corporation T30S-R9W-Sec. 2: W/2NE/4

Legal: Recording:

Book O-20, Page 213

Well:

WOODARD 'S' -2

Date:

12/21/1973

Lessor:

Wesley A. Swingle and Jaunita Swingle, husband and wife; Wesley A.

Swingle, Attorney-in-fact for Gene Swingle and Eva Swingle, husband

and wife

Lessee:

McCoy Petroleum Corporation

Legal:

T30S-R9W-Sec. 2: SW/4; W/2SE/4

Recording:

Book 142, Page 78

END OF EXHIBIT

COLE-MESTENECE A-2C HARTSHORN A-36 HARTSHORN B-36 KLAUSMEYER A-11 LATTIMORE A-20 MARK-10 PALMER B-16 ROBCETSON A-33 SCHWARTZ A-11

WHITMER A-10

WHITMER B-4

WHITMER B-9

MOODARD 5-2

#### ASSIGNMENT AND BILL OF SALE

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

#### WITNESSETH:

- 1. Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, set over, quit claim and convey unto Assignee, its successors and assigns, the following properties, rights and assets (hereinafter sometimes referred to as the "Subject Assets"):
- (a) All of Assignor's right, title and interest of whatsoever kind or nature in and to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof (said interests herein referred to as the "Property");
- (b) All of Assignor's interest in all fixtures, personal property and equipment located on the Property or used in the operation thereof, including without limitation, the wells, well equipment, casing, tanks, tubing, pumping units, motors, pipelines, gathering lines, and all other machinery, equipment and improvements used in the operations thereof;
- (c) All of Assignor's rights in and to all agreements associated with the Property, including oil, gas, liquids, condensate, casinghead gas, and natural gas sales agreements; purchase, exchange, gathering, transportation and processing agreements; operating agreements, unitization agreements, balancing agreements, processing agreements, joint venture agreements, partnership agreements, farmout agreements, disposal agreements, and cost analysis and prospect data agreements; and all other contracts, agreements and instruments of any nature or kind, insofar as they relate to Assignor's interests in the Property;
- (d) All of Assignor's rights under permits, licenses, authorizations for expenditure, division orders, servitudes, easements, rights-of-way, orders, surface leases, options, third-party warranties, and other rights which are related to, appurtenant to or used in connection with the Property or the fixtures, personal property, or equipment associated with the Property; or in connection with the treatment, sale, or disposal of water, hydrocarbons, or associated substances from the Property; and
- (e) All files and records relating directly to the Property maintained by Assignor, including all land, lease, and well files, ownership reports and title opinions, regulatory and environmental reports, and billing and pay records and pay decks.
- 2. This Assignment is made without warranty, express or implied, however, Assignor warrants and covenants that the rights and interests assigned herein are free and clear of all liens, encumbrances and mortgages by, through and under Assignor, but not otherwise.
- 3. This Assignment is subject to the non-recorded Purchase and Sale Agreement, dated June 25, 2019, existing between the Parties to this Assignment.

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

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this instrument is executed this 25 day of 10 day of 10 day of 10 day of July, 2019; however, EFFECTIVE as of the 1 day of July, 2019. MCCOY INVESTMENT PARTNERSHIP **ACKNOWLEDGEMENT** STATE OF KANSAS

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

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

JOHN CHARLES NEUSCHAFER Notary Public - State of Kansas My Appointment Expires

John Charles Neuschafer, notary public

My appointment expires: 5/3/2023

COUNTY OF SEDGWICK

SS:

#### **EXHIBIT "A"**

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

#### **PROPERTY**

Well: COLE-MESSENGER 'A' -20

Date: 9/8/1975

Lessor: Dorothy Messenger, et al

Lessee: Strong's, Inc.

Legal: T30S-R8W-Sec. 19: NE/4

Recording: Book 149, Page 53

Date: 9/12/1975

Lessor: E. L. Cole, aka Earl L. Cole, et ux

Lessee: Strong's, Inc.

Legal: T30S-R8W-Sec. 20: W/2NW/4

Recording: Book 149, Page 48

Well: HARTSHORN 'A' -36

Date: 1/24/1945

Lessor: h. p. Hartshorn, et al

Lessee: W. H. Bird & M. J. Boering Legal: T29S-R9W-Sec. 36: SW/4

Recording: Book M55, Page 227

Well: HARTSHORN 'B' -36

Date: 1/24/1945

Lessor: H. P. Hartshorn, et al

Lessee: W. H. Bird & M. J. Boering Legal: T29S-R9W-Sec. 36: NW/4

Recording: Book M55, Page 227

Well: KLAUSMEYER 'A' -11

Date: 3/26/1999

Lessor: Jerry W. Klausmeyer, et ux Lessee: McCoy Petroleum Corporation

Legal: T30S-R9W-Sec. 11: S/2NE/4; N/2SE/4

Recording: Book O-3, Page 243

Well: LATTIMORE 'A' -20

Date: 1/14/1982

Lessor: Leona Lattimore, et al

Lessee: McCoy Petroleum Corporation Legal: T30S-R9W-Sec. 20: SE/4

Recording: Book MS167, Page 217

Well: **MARK -10** Date: 5/16/1980

Lessor: Larry Mark, et al Lessee: Strong's, Inc.

Legal: T30S-R7W-Sec. 10: NW/4 north of RR, less tract

Recording: Book 161, Page 323

Well: PALMER 'B' -16

Date: 2/11/1944

Lessor: Ernest Palmer, et ux

Lessee: W. B. Guyer
Legal: T28S-R5W-Sec. 16: NW/4

Recording: Book MS53, Page 94

Well: ROBERTSON 'A' -33

Date: 9/2/1950

Lessor: Valentine Robertson, et vir

Lessee: Robert H. Kirk

Legal: T29S-R6W-Sec. 33: E/2NE/4

Recording: Book MS62, Page 245

Well: SCHWARTZ 'A' -11

Date: 1/21/1999

Lessor: Wayne D. Schwartz, et ux Lessee: McCoy Petroleum Corporation

Legal: T30S-R9W-Sec. 11: S/2NW/4; 70 acres in the SW/4 North of RR

Recording: Book O-3, Page 185

Well: WHITMER 'A' -10

Date: 10/6/1967

Lessor: Larry L. Whitmer, et ux

Lessee: Strong's, Inc. Legal: T30S-R9W-Sec. 10: N/2

Recording: Book 122, Page 178

Well: WHITMER 'B' -4

Date: 10/6/1967

Lessor: Larry L. Whitmer, et ux

Lessee: Strong's, Inc.

Legal: T30S-R9W-Sec. 4: SE/4
Recording: Book 122, Page 179

Well: WHITMER 'B' -9

Date: 10/6/1967

Lessor: Larry L. Whitmer, et ux

Lessee: Strong's, Inc.

Lessor:

Legal: T30S-R9W-Sec. 9: NE/4 Recording: Book 122, Page 181

Well: WOODARD 'S' -2

Date: 12/21/1973

Wesley A. Swingle and Jaunita Swingle, husband and wife; Wesley A. Swingle, Attorney-in-fact for Gene Swingle and Eva Swingle, husband

and wife

Lessee: McCoy Petroleum Corporation

Legal: T30S-R9W-Sec. 2: SW/4; W/2SE/4

Recording: Book 142, Page 78

#### END OF EXHIBIT