

KANSAS CORPORATION COMMISSION
CONSERVATION DIVISION
130 S MARKET, ROOM 2078
WICHITA, KANSAS 67202

Check Applicable Boxes:

Effective Date of Transfer 03/01/98

Lease Name Bowlby ~~X#X-XK~~ Lease **ME.**

- - ~~NW~~/4 Sec 27 T11S R 16W W/E

Legal Description of Lease: _____

E
NW/4 27-11S-16W

County Ellis County, Kansas

Production Zone(s) KC/Marm.

Injection Zone(s) Granite Wash

Feet from N/S Line of Section
Feet from E/W Line of Section

Storage Pit ☐ Drill Pit ☐ *W*

t Person: John Levensgood

(330) 364-4550

May 10 1998

Signature Jim Reverzod

Person Allen J. Gross

(714) 498-2101

as Purchaser _____

April 1, 1998

Signature William L. Brown

t for transfer of injection authorizatio

knowledge of transfer pertains to Kans

1. Convey any ownership interest in

_____ is acknowledged as t

operator of the above named lease concerning
surface pond permitted by # _____

Authorized Signature _____
Form T1 7

285

***LOCATION:** NE/4 27-11S-16W

**FOOTAGE FROM SECTION LINE
(i.e. FSL=Feet from South Line)**

**WELL STATUS
(PROD/TA'D
ABANDONED)**

Oil TA'D

Oil TA'D

Inj. Inj.

1000

[illegible][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.



PELICAN HILL OIL & GAS INC.

May 25, 1999

Ms. Cindy Metcalf
KANSAS CORPORATION COMMISSION
Conservation Division, Finney State Office Building
130 South Market, Room 2078
Wichita, KS 67202-3802

RE: Bowlby Lease
Sec. 27, Twp. 11S, Rge. 16W
Ellis County, Kansas

Dear Ms. Metcalf:

As per our discussion, it has become apparent that there has been some miscommunication in regards to the above stated Bowlby Lease and its history of Operators. The time line in question includes June 2, 1993 to February 28, 1998.

To the best of my knowledge, Pelican Hill Oil & Gas, Inc. was terminated as Operator of this lease by Levengood Oil & Gas, Inc., the owner, sometime in 1993, who in turn, took over operations.

There is a document which states the nature of this transfer and conclusion of operations; however, it is in a box of files recently sent to the current Operator, American Warrior, Inc.. I have notified them of the situation and the form I am in need of. They are doing their best to assist in this matter.

The initial Effective Date of Transfer was determined based on Levengood's original date of issue of the Kansas Operator's License which occurred on June 1, 1993.

In an attempt to clear up this situation, I have begun a paper trail involving the proper T-1's. Enclosed, please find two sets of T-1's. Hopefully this will be enough to clear our name and establish that we have performed our duties with diligence and in good faith.

The first set has an Effective Date of Transfer of June 2, 1993 and has Pelican Hill Oil & Gas, Inc. listed as the Past Operator and has Levengood Oil & Gas, Inc. listed as the New Operator. This set has not been fully executed. We have sent the originals to Levengood for their signature and requested remittance back to our office. We will then sign, copy and send the fully executed T-1's to your office for their proper filing. My main objective in sending you these non-executed copies is to assure you of our diligence in attempting to straighten out this situation. If you do not receive this fully executed T-1, it is because Levengood has chosen to not sign it.

REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION AUTHORIZATION
OR TRANSFER OF SURFACE POND PERMIT

KANSAS CORPORATION COMMISSION **KCC**
CONSERVATION DIVISION
130 S MARKET, ROOM 2078
WICHITA, KANSAS 67202
File Copy

Check Applicable Boxes:

☒ Oil Lease: No. of Wells Two (2) **

☐ Gas Lease: No. of Wells _____ **

** SIDE TWO MUST BE COMPLETED **

☐ Saltwater Disposal Well - Docket No. _____

Spot Location: 330 feet from N/S Line

330 feet from E/W Line

☒ Enhanced Recovery Proj. Docket No E-24,348

Entire project: Yes/No

Number of injection wells 1 **

Field Name Chrisler South

Surface Pond Permit # _____
(API No. If Drill Pit)

Identify: Emergency Pit ☐

Burn Pit ☐

Storage Pit ☐

Drill Pit ☐

Past Operator's License No. 31120 ✓

Contact Person: Allen J. Gross

Phone: (949) 498-2101

Date May 25, 1999

Signature Allen J. Gross

Contact Person John Levengood

Phone (949) 498-2101

Oil/Gas Purchaser N.C.R.A.

Date _____

Past Operator's Name and Address:

Pelican Hill Oil & Gas, Inc.

1401 N. El Camino Real, #207

San Clemente, CA 92672

Title President

New Operator's License No. 31235 ✓

New Operator's Name and Address

Levengood Oil & Gas, Inc.

237 West 2nd Street

Dover, OH 44622

Title President

Signature _____

ACKNOWLEDGEMENT OF TRANSFER: The above request for transfer of injection authorization, surface pond permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgement of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pond permit.

_____ is acknowledged
as the new operator and may continue to
inject fluids as authorized by Docket # _____
Recommended action _____

_____ is acknowledged as the
new operator of the above named lease containing
the surface pond permitted by # _____

Date _____
Authorized Signature _____

RECEIVED
KANSAS CORPORATION COMMISSION

Date May 28 1999

Authorized Signature _____

Form T1 7/94

CONSERVATION DIVISION
Wichita, Kansas

REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION AUTHORIZATION
OR TRANSFER OF SURFACE POND PERMIT

KANSAS CORPORATION COMMISSION **KCC**
CONSERVATION DIVISION
130 S MARKET, ROOM 2078
WICHITA, KANSAS 67202
File Copy

Check Applicable Boxes:

[X] Oil Lease: No. of Wells One (1)**

[] Gas Lease: No. of Wells **
** SIDE TWO MUST BE COMPLETED **

[] Saltwater Disposal Well - Docket No.
Spot Location: feet from N/S Line
 feet from E/W Line

[] Enhanced Recovery Proj. Docket No.
Entire project: Yes/No
Number of injection wells **

Field Name Chrisler South

Surface Pond Permit #
(API No. If Drill Pit)

Identify: Emergency Pit ☐ Burn Pit ☐

Effective Date of Transfer 06/02/93

Lease Name Bowlby Lease
E/2 of SE/4 Sec 23 T 11SR16W W/E

Legal Description of Lease:

E/2 of SE/4 23-11S-16W

County Ellis County, Kansas

Production Zone(s) K/C and Marm.

Injection Zone(s) Granite Wash

 Feet from N/S Line of Section
 Feet from E/W Line of Section

Storage Pit ☐ Drill Pit ☐

Past Operator's License No. 31120 ✓

Past Operator's Name and Address:
Pelican Hill Oil & Gas, Inc.
1401 N. El Camino Real, #207
San Clemente, CA 92672
Title President

New Operator's License No. 31235 ✓

New Operator's Name and Address
Levengood Oil & Gas, Inc.
237 West 2nd Street
Dover, OH 44622

Title President

Contact Person: Allen J. Gross

Phone: (949) 498-2101

Date May 25, 1999

Signature Allen J. Gross

Contact Person John Levengood

Phone (330) 364-4550

Oil/Gas Purchaser N.C.R.A.

Date

Signature

ACKNOWLEDGEMENT OF TRANSFER: The above request for transfer of injection authorization, surface pond permit # has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgement of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pond permit.

 is acknowledged as the new operator and may continue to inject fluids as authorized by Docket # . Recommended action

Date Authorized Signature

 is acknowledged as the new operator of the above named lease containing the surface pond permitted by #

RECEIVED
MAY 26 1999
Date Authorized Signature

CONSERVATION DIVISION
Wichita Kansas

Form T1 7/94

REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION AUTHORIZATION
OR TRANSFER OF SURFACE POND PERMIT

KANSAS CORPORATION COMMISSION **KCC**
CONSERVATION DIVISION **File Copy**
130 S MARKET, ROOM 2078
WICHITA, KANSAS 67202

Check Applicable Boxes:

- [X] Oil Lease: No. of Wells Two (2)**
[] Gas Lease: No. of Wells _____**
** SIDE TWO MUST BE COMPLETED **
[] Saltwater Disposal Well - Docket No. _____
Spot Location: _____ feet from N/S Line
_____ feet from E/W Line
[] Enhanced Recovery Proj. Docket No. _____
Entire project: Yes/No
Number of injection wells _____**

Field Name Chrisler South

Surface Pond Permit # _____
(API No. If Drill Pit)

Identify: Emergency Pit ☐ Burn Pit ☐

Effective Date of Transfer 06/02/93

Lease Name Bowlby Lease
E/2 of SW/4
Sec 23 T 11S R 16W W/E

Legal Description of Lease: _____

E/2 of SW/4 23-11S-16W

County Ellis County, Kansas

Production Zone(s) K/C and Marm.

Injection Zone(s) Granite Wash

_____ Feet from N/S Line of Section
_____ Feet from E/W Line of Section

Storage Pit ☐ Drill Pit ☐

Past Operator's License No. 31120 ✓

Past Operator's Name and Address:
Pelican Hill Oil & Gas, Inc.
1401 N. El Camino Real, #207
San Clemente, CA 92672
Title President

New Operator's License No. 31235

New Operator's Name and Address

Levengood Oil & Gas, Inc.
237 West 2nd Street
Dover, OH 44622

Title President

Contact Person: Allen J. Gross

Phone: (949) 498-2101

Date May 25, 1999

Signature Allen J. Gross

Contact Person John Levengood

Phone (303) 364-4550

Oil/Gas Purchaser N.C.R.A.

Date _____

Signature _____

ACKNOWLEDGEMENT OF TRANSFER: The above request for transfer of injection authorization, surface pond permit # _____ has been noted, approved and duly recorded in the record of the Kansas Corporation Commission. This acknowledgement of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pond permit.

_____ is acknowledged
as the new operator and may continue to
inject fluids as authorized by Docket # _____
Recommended action _____

Date _____
Authorized Signature _____

_____ is acknowledged as the
new operator of the above named lease containing
the surface pond permitted by # _____

RECEIVED
Date _____
Authorized Signature _____
MAY 28 1999
Form T1 7/94

CONSERVATION DIVISION
Wichita Kansas

Photo RL
Direct RL
In Direct RL
Numerical RL
Checked ✓

MICROFILME



STATE OF KANSAS } File Copy
ELLIS COUNTY
This instrument was filed for reco
JUN 23 1998
1:40 o'clock P
451 of Records Page 499
Fees 12.00 Register of Deeds

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (the "Assignment") date effective as of March 1, 1998 at 12:01 am local time (the "Effective Time"), is from LEVENGOOD OIL & GAS, INC., an Ohio Corporation whose address is 237 West 2nd Street, Dover, Ohio 44622 ("Assignor") to PELICAN HILL OIL & GAS, INC., a Kansas Corporation whose address is 1401 North El Camino Real, Suite 207, San Clemente, California 92672 ("Assignee").

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed and assigned and does hereby transfer, grant, bargain, sell, convey and assign to Assignee the following (all of which are herein collectively called the "Interests"):

1. All of Assignor's rights, titles and interests in and to the lands described in Exhibit A attached hereto and by this reference made a part hereof, including without limitation all of Assignor's rights, titles and interests in and to the oil, gas and mineral leases (the "Leases") described in the attached Exhibit A, together with all of Assignor's interests in and to all the property and rights appurtenant or incidental thereto, including without limitation: (a) all of the rights of Assignor in oil, gas and associated substances and other minerals produced or producible from or attributable to the Leases or to any units, pooled areas or communitized areas that cover or include all or any portion of the Leases; and (b) all of the rights of Assignor in, to and under all agreements, surface leases, permits, rights-of-way, easements, licenses and authorizations in any way relating to the Leases and the Lands;
2. All of Assignor's interests in and to all of the wells situated on the Lands or on land pooled or unitized therewith (the "Wells"), together with the personal property, fixtures, improvements and other property, whether real, personal or mixed, on, appurtenant to or used or obtained by Assignor in connection with the Wells or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable to thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, natural gas, crude oil, condensate or products placed in storage or into pipelines, boilers, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools, pipelines, gathering systems, power lines, roads, equipment leases, and all other appurtenances thereunto belonging;
3. All of Assignor's oil, gas and other minerals relating to the Leases credited to the account of or owned by Assignor (whether attributable to periods of time before or after the Effective Time) pursuant to any balancing agreements related to the Leases. or otherwise arising by virtue of the fact that Assignor may not have taken or marketed its full share of oil, gas or other minerals attributable to the Leases;
4. All other leasehold interests, overriding royalty interests, mineral interests and other interests, if any, owned by Assignor in or relating to the Lease or the Lands;
5. All of Assignor's rights, titles and interests in and to any and all funds or other proceeds from the sale of oil, gas and associated substances produced from the Lands, attributable to the period of time after the Effective Time, that are received or receivable by Assignor or by Assignee after the date hereof; and
6. All of the files, books, records and data of Assignor relating to the items described in paragraphs 1 through 5 above.

To have and to hold the interests unto Assignee and its successors and assigns forever.

This assignment is made and accepted expressly subject to the following:

Company Levengood Oil & Gas, Inc.

Address 1401 North El Camino Real, Suite 207, San Clemente, California 92672

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A. The interests assigned hereunder include the non-exclusive right to utilize the surface of the Lands, to drill through the lands and all depths covered by the Leases and otherwise to utilize the rights and benefits of Assignor under the Leases and all other agreements, licenses, easements, governmental authorizations or otherwise granted to or held by Assignor, whether prior to or after the Effective Time, to the extent necessary, useful or appropriate to the conduct of all operations by Assignee with respect to the interests.

B. The assignment of the interests hereunder is subject to, and Assignee hereby assumes all obligations or burdens (including royalties and overriding royalty) arising under the Leases, insofar and only insofar as such obligations and burdens: (a) with respect to the obligations, are based on operations subsequent to the Effective Time, and (b) with respect to burdens, relate to production occurring from and after the Effective Time.

C. This assignment is executed without warranty of any kind, either express or implied, except the lawful claims and demands of all persons claiming the same or any part thereof by, through or under Assignor, but not otherwise.

D. Assignor also hereby grants the transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

E. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY AS TO THE CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, FIXTURES AND ITEMS OF MOVABLE PROPERTY COMPRISING ANY PART OF THE INTERESTS, INCLUDING: (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (d) ANY RIGHTS OF ASSIGNEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (e) ANY CLAIM BY ASSIGNEE FOR DAMAGE BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT SAID PERSONAL PROPERTY, FIXTURES, EQUIPMENT AND ITEMS ARE BEING CONVEYED TO ASSIGNEE "AS IS", "WHERE IS", WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND THAT ASSIGNEE HAS MADE PRIOR TO THE DELIVERY HEREOF, SUCH INSPECTIONS THEREOF AS THE ASSIGNEE DEEMS APPROPRIATE.

F. The references herein to liens, encumbrances, burdens, defects and other matters are for the purpose of defining the nature and the extent of Assignor's special limited warranty and shall not be deemed to ratify or create any rights to third parties.

G. Unless otherwise provided, all recording references herein are to the official property records of ELLIS County.

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

I. This assignment binds and inures to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ATTEST:

LEVENGOOD OIL & GAS, INC.

Judith A. Prince

John Levengood
John Levengood, President

ATTEST:

PELICAN HILL OIL & GAS, INC.

Amy D. Morton

Allen J. Gross
Allen J. Gross, President

STATE OF: Ohio)
COUNTY OF: Lucas) SS

The foregoing instrument was acknowledged before me this 30th day of April 1998, by John Levengood as President of *Levengood Oil & Gas, Inc.*

Witness my hand and official seal.

My Commission Expires:



Judith A. Prince

Judith A. Prince, Notary Public
State of Ohio
My Commission Expires Feb. 11, 2001

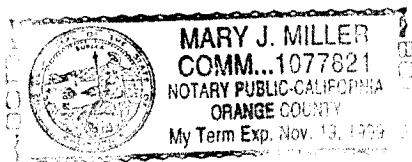
STATE OF: CALIFORNIA)
COUNTY OF: ORANGE) SS

The foregoing instrument was acknowledged before me this 22 day of April 1998, by Allen J. Gross as President of *Pelican Hill Oil & Gas, Inc.*

Witness my hand and official seal.

My Commission Expires: 11/19/99

Mary J. Miller



AJG:am

EXHIBIT "A"

Attached to and made part of that certain Assignment, Bill of Sale and Conveyance by and between Levensgood Oil & Gas, Inc. ("Assignor") and Pelican Hill Oil & Gas, Inc. ("Assignee") with an effective date of March 1, 1998.

BOWLBY #1-23

That certain oil and gas lease dated the 13th day of July, 1981, and covering the East Half (E/2) of the Southeast Quarter (SE/4) of Section 23, Township 11 South, Range 16 West of the Sixth Principle Meridian from Ralph C. Bowlby, as Lessor, to Cla-Mar Oil Co., as Lessee, which oil and gas lease was recorded in the Office of the Register of Deeds of Ellis County, Kansas, on July 30, 1981 in Book 312 of O.G.L. at Page 547. Net Revenue Interest of 80.59859%, 100% Working Interest; and,

BOWLBY #9-23

That certain oil and gas lease dated the 5th day of February, 1982 and covering the East Half (E/2) of the Southwest Quarter (SW/4) of Section 23, Township 11 South, Range 16 West of the Sixth Principle Meridian from Ralph C. Bowlby, Trustee under the Last Will and Testament of Ella Bowlby, deceased, as Lessor, to Texoca Drilling, Inc., as Lessee, which oil and gas lease was recorded in the Office of the Register of Deeds of Ellis County, Kansas, on February 24, 1982 in Book 319 of O.G.L. at Page 699; and,

That certain oil and gas lease dated the 5th day of February, 1982, and covering the East Half (E/2) of the Southwest Quarter (SW/4) of Section 23, Township 11 South, Range 16 West of the Sixth Principle Meridian from Ralph C. Bowlby, a single person, as Lessor, to Texoca Drilling, Inc., as Lessee, which oil and gas lease was recorded in the Office of the Register of Deeds of Ellis County, Kansas, on February 8, 1982, in Book 319 of O.G.L. at Page 191. Net Revenue Interest of 80.59859%, 100% Working Interest; and,

BOWLBY #2-27

That certain oil and gas lease dated the 31st day of August, 1981, and covering the West Half (W/2) of the Northeast Quarter (NE/4) of Section 27, Township 11 South, Range 16 West of the Sixth Principle Meridian from Ralph C. Bowlby, a widower, as Lessor, to Robert L. Owen, as Lessee, which oil and gas lease was recorded in the Office of the Register of Deeds of Ellis County, Kansas, on November 16, 1981 in Book 316 of O.G.L. at Page 256; and,

That certain oil and gas lease dated the 31st day of August, 1981, and covering the East Half (E/2) of the Northeast Quarter (NE/4) of Section 27, Township 11 South, Range 16 West of the Sixth Principle Median from Ralph C. Bowlby, a widower, as Lessor, to Robert L. Owen, as Lessee, which oil and gas lease was recorded in the Office of the Register of Deeds of Ellis County, Kansas, on November 16, 1981, in Book 316 of O.G.L. at Page 256. Net Revenue Interest of 80.59859%, 100% Working Interest.

:adm

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