

Correction
8-3-16

081114_Underwood_Leniton_INJ.pdf

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 2 **
☐ Gas Lease: No. of Gas Wells _____ **
☐ Gas Gathering System: _____
☒ Saltwater Disposal Well - Permit No.: D-32057
Spot Location: 157 feet from ☐ N / ☒ S Line
443 feet from ☒ E / ☐ W Line
☒ Enhanced Recovery Project Permit No.: E-32151
Entire Project: ☒ Yes ☐ No
Number of Injection Wells 2 **

Field Name: Leniton

**** Side Two Must Be Completed.**

Effective Date of Transfer: August 11 2014

KS Dept of Revenue Lease No.: 145888 ✓

Lease Name: Underwood (Formerly Leniton)

Sec. 8 Twp. 33 R. 10 ☒ E ☐ W

Legal Description of Lease: S/2 NE/4, S/2 Less NW/4 NW/4 SW/4
containing 390 +/- acres

County: Chautauqua

Production Zone(s): Wayside Sandstone, Mississippi Chat

Injection Zone(s): Wayside SS (E-32151), Layton SS (D-32057)

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

Type of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☒ Drilling

Past Operator's License No. 34654 (OUT of BUSINESS) Exp. 12/30/14 Contact Person: Maurice Storm

Past Operator's Name & Address: Nemaha Oil & Gas, LLC
110 W 7th Street, Suite 1800, Tulsa, OK 74119

Title: President, CEO

Phone: (918) 236-2600

Date: August 1, 2014

Signature: SEE ATTACHED

New Operator's License No. 35116 ✓

New Operator's Name & Address: S M Oil & Gas, Inc.

P. O. Box 189

Skiatook, Oklahoma 74070

Title: Agent for SM Oil & Gas, Inc.

Contact Person: Thomas H. Oast / Stan Miller, Sr.

Phone: (620) 725-3200 (O) / (918) 629-2151 (C)

Oil / Gas Purchaser: Coffeyville Resources

Date: August 1, 2014

Signature: [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: _____

No Need to Transfer - Already on Operator's License
Date: _____

Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit

permitted by No.: _____

Date: _____
Authorized Signature

DISTRICT _____ EPR 7-8-16 PRODUCTION 7-11-16 UIC 7-11-16
Mail to: Past Operator _____ New Operator 8-3-16 District _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

Form KSONA-1
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 # 35116
Name: S M Oil & Gas, Inc
Address 1: P.O. Box 189
Address 2: _____
City: Skiatook State: OK Zip: 74070 + _____
Contact Person: Stan Miller, Sr.
Phone: (918) 629-2151 Fax: (620) 725-3211
Email Address: thomasoast@gmail.com

Well Location:
____ - ____ - ____ Sec. 8 Twp. 33 S. R. 10 ☒ East ☐ West
County: Chautauqua
Lease Name: Underwood 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: Donnie Underwood
Address 1: 1418 Road 11
Address 2: _____
City: Sedan State: KS Zip: 67361 + _____

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.

June 30, 2016
Date: _____ Signature of Operator or Agent: Stan Miller Title: Agent

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this 5th day of June, 2012
between Donald W. Underwood and Brenda D. Underwood, husband and wife,
1418 Road 11
Sedan, KS 67361

and Nemaha Oil and Gas, LLC, 110 W. 7th Street, Suite 1800, Tulsa, OK 74119 hereinafter called Lessor,
hereinafter called Lessee, does witness:

1. That Lessor, for and in consideration of the sum of Ten and more (+\$10.00) Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the Lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the Lessee the hereinafter described land, with the right to utilize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gas and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care and other structures of, and manufacture of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Chautauqua State of Kansas and described as follows:

Township 33 South, Range 10 East
Section 8: S/2NE4; S/2 LESS NW/4NW/4SW/4

containing 390 acres, more or less.

2. This lease shall remain in force for a term of three (3) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The Lessee shall deliver to Lessor as royalty, free of cost, on the lease, or into the pipe line to which Lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the Lessor's option may pay to the Lessor for such one-eighth royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The Lessee shall pay to the Lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the Lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the Lessee, Lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while said shut-in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.

6. In the event 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 to said Lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to Lessor, or his heirs, or his or their grantees, this lease shall cover such reversion.

7. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the Lessor. When required by Lessor, the Lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the Lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. 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 the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change of ownership in the land or royalties or any sum due under this lease shall be binding on the Lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to Lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of Lessor.

9. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate measuring or receiving tanks.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.

11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation or more than one hundred twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provisions of this lease.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the Lessor, or by placing same of record in the proper county in case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities hereunder accruing under the terms of said lease as to the portion canceled shall cease and terminate, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the Lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If Lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.

14. Lessor and Lessee hereby agree that Lessee shall have the option to extend the primary term of this lease for an additional three (3) years from the expiration of the primary term of this lease, by tendering to Lessor a payment equal to the same per acre paid to Lessor under the original terms of this lease times the net acre actually owned by Lessor and Lessors successors (if any) on the date the option is exercised. Payment shall be deemed made upon Lessee's tendering of such payment by certified mail to Lessor at Lessors address shown on this lease on or before the expiration of the primary term hereof. Nothing contained herein nor any separate implied agreement between parties shall serve to bind Lessee to exercise this option and it shall be at Lessee's sole discretion to do so.

15. If at any time within the primary term of this lease and while the same remains in force and effect, Lessor receives any bona fide offer, acceptable to Lessor, to grant additional lease (top lease) covering all or part of the above described lands, Lessee shall have the continuing option by meeting any such offer to acquire such top lease. Any offer must be in writing, and must set forth the proposed lease's name, terms, consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized which form should reflect all pertinent and relevant terms and conditions of the top lease. Lessee shall have fifteen (15) days after receipt via certified mail, from Lessor, of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor, based on that certain proposed lease's bona fide offer.

16. Lessor and Lessee expressly agree, that 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 advisable to do so in order to properly develop the acreage covered by this lease with other lands by virtue of the development of directional or horizontal boreholes on such properties so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such combination to be in a unit or units not exceeding 640 acres in the event of either an oil or gas well. Lessee shall exercise its right and power to pool or combine the acreage covered by this lease with other lands in which the acreage herein leased is situated in an instrument identifying the acreage that has been so combined or unitized. The entire acreage so combined and unitized shall be considered as if such lands were included in this lease. If production is found on the unitized acreage, it shall be treated as if production is had from this lease, whether payor or wells be acreage placed in the unit for his or her royalty interest therein on an agreed basis based on the total acreage in the unit.

17. Lessor and Lessee expressly agree, notwithstanding any other provisions of this lease, that during any period, whether before or after the primary term hereof, if a well on the unitized acreage is shut-in and downhole operations are being conducted, this lease shall be considered as if it were not shut-in and shall be perpetuated by payment of shut-in royalties as previously specified herein. If such payment or tender of payment is made by Lessee it will be deemed that oil and/or gas is being produced within the meaning of the lease upon the unitized acreage.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said Lessor and Lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.

Donald W. Underwood
Donald W. Underwood

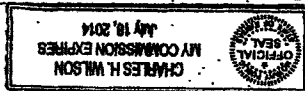
Brenda D. Underwood
Brenda D. Underwood

KCC WICHITA
JUL 05 2016
RECEIVED

STATE OF Kansas
COUNTY OF Chautauqua ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
The foregoing instrument was acknowledged before me this 7th day of June 2012
by Donald W. Underwood and
Brenda D. Underwood, husband and wife.

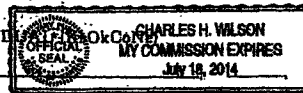
My commission expires July 18, 2014

Charles H. Wilson



Notary Public
Charles H. Wilson

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



My commission expires _____

Notary

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

STATE OF KANSAS }
Chautauqua County } ss \$12.00
This instrument was filed for
record this 2 day of July
2012 at 11:20 o'clock AM and
duly recorded in book 160
of records on page 310
Paula Beem
REGISTER OF DEEDS

170 B
456 P

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. _____	Rgt. _____	No. of Acres _____	Term _____	County _____	STATE OF _____	County _____	This instrument was filed for record on the _____ day of _____ at _____ o'clock _____ M., and duly recorded in Book _____ Page _____ of the records of this office.	By _____	When recorded, return to _____	Register of Deeds.

KCC WICHITA
JUL 05 2016
RECEIVED

STATE OF _____
COUNTY OF _____ ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
The foregoing instrument was acknowledged before me this _____ day of _____
by _____
of _____
corporation, on behalf of the corporation.
My commission expires _____

Notary Public

STATE OF KANSAS }
Chautauqua County } ss \$108.00
This instrument was filed for
record this 22 day of Aug.
2014 at 2:40 o'clock AM and
duly recorded in book 170
of records on page 456.

Laura C. Bees
REGISTER OF DEEDS

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF KANSAS }
COUNTY OF CHAUTAUQUA } KNOW ALL MEN BY THESE PRESENTS THAT:

Nemaha Oil and Gas, LLC, a Delaware limited liability company ("Assignor"), for and in consideration of ONE HUNDRED DOLLARS (\$100.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey unto

SM Oil & Gas, Inc., an Oklahoma corporation
P.O. Box 189
Skiatook, Oklahoma 74070

("Assignee"), all of Assignor's right, title and interest in and to the following (collectively, the "Assets"):

- a. the oil and gas leases described on Exhibit A (the "Lease" or "Leases"), together with the lands covered thereby; and
- b. all files, records and data relating solely to the Leases maintained by Assignor including, without limitation, the following, if and to the extent that such files exist: all books, records, reports, manuals, files, title documents, including correspondence, records of production and maintenance, revenue, sales, expenses, warranties, lease files, land files, abstracts, title opinions, assignments, reports, property records, contract files, copies of tax and accounting records (but excluding Federal and state income tax returns and records) and files.

Assumption of Liabilities. Assignee shall assume and shall fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the obligations and liabilities of Assignor, known or unknown, arising from, based upon or associated with the Assets, whether such obligations or liabilities arose or which arise prior to or on or after the Effective Time, including all obligations and liabilities relating in any manner to (x) the use, ownership or operation of the Assets and (y) the environmental condition of the Assets, whether such condition existed before, on or after the Effective Time, including the clean-up, restoration and remediation of such Assets in accordance with applicable laws, including all environmental laws. (collectively, the "Assumed Obligations").

Representation regarding Liabilities. Assignor represents and warrants that, as of the Effective Time, to the actual knowledge of the officers of Assignor and except as set forth in the Leases, there are no obligations or liabilities associated with the Leases.

Indemnity. Assignee shall indemnify, defend and hold harmless Assignor, its affiliates and their respective directors, officers, employees, agents and representatives, REGARDLESS OF FAULT, from and against any and all claims, liabilities, losses, costs and expenses (including court costs and reasonable attorneys' fees) that are attributable to the Assumed Obligations.

Disclaimer. ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNEE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY REGARDING THE ASSETS, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) ANY REPRESENTATION OR WARRANTY RELATING TO (A) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, SECONDARY OR TERTIARY RECOVERY OPPORTUNITIES, DECLINE RATES, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ASSETS, (B) THE ACCURACY, COMPLETENESS OR MATERIALITY OR SIGNIFICANCE OF ANY INFORMATION, DATA, GEOLOGICAL OR GEOPHYSICAL DATA (INCLUDING ANY INTERPRETATIONS OR DERIVATIVES BASED THEREON) OR OTHER MATERIALS (WRITTEN OR ORAL) CONSTITUTING PART OF THE ASSETS, NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, (C) THE CONDITION, INCLUDING, THE ENVIRONMENTAL CONDITION OF THE ASSETS, (D) THE COMPLIANCE OF ASSIGNOR'S PAST PRACTICES WITH THE TERMS AND PROVISIONS OF ANY LEASE, AND (E) ASSIGNOR'S TITLE TO THE ASSETS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ASSIGNMENT OF OIL AND GAS LEASES, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AND ASSIGNEE HEREBY WAIVES, AS TO ALL OF THE ASSETS (I) ANY IMPLIED OR EXPRESS

KCC WICHITA
JUL 05 2016
RECEIVED

WARRANTY OF MERCHANTABILITY, (II) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (III) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (IV) ANY IMPLIED OR EXPRESS WARRANTY THAT ANY DATA TRANSFERRED PURSUANT HERETO IS NONINFRINGEMENT, (V) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (VI) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (VII) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAWS, (VIII) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, OR LAWS RELATING TO THE PROTECTION OF THE ENVIRONMENT, HEALTH, SAFETY OR NATURAL RESOURCES OF RELATING TO THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, INCLUDING ASBESTOS CONTAINING MATERIAL, LEAD BASED PAINT OR MERCURY AND ANY OTHER HAZARDOUS SUBSTANCES OR WASTES AND (IX) ANY IMPLIED OR EXPRESS WARRANTY OF TITLE, IT BEING THE EXPRESS INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE ASSETS SHALL BE CONVEYED TO ASSIGNEE, AND ASSIGNEE SHALL ACCEPT THE SAME, "AS IS", "WHERE IS", WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

ASSIGNEE REPRESENTS AND WARRANTS TO ASSIGNOR THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS WITH RESPECT TO SUCH ASSETS AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAWS (INCLUDING ENVIRONMENTAL LAWS AND LAWS RELATING TO THE PROTECTION OF NATURAL RESOURCES, HEALTH, SAFETY OR THE ENVIRONMENT) TO BE EFFECTIVE, THE DISCLAIMERS OF THE WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR ALL PURPOSES.

KCC WICHITA
JUL 05 2016
RECEIVED

ASSIGNEE ACKNOWLEDGES THAT IT HAS BEEN INFORMED THAT OIL AND GAS PRODUCING FORMATIONS CAN CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM"). SCALE FORMATION OR SLUDGE DEPOSITS CAN CONCENTRATE LOW LEVELS OF NORM ON EQUIPMENT AND OTHER ASSETS. THE ASSETS SUBJECT TO THIS ASSIGNMENT OF OIL AND GAS LEASES MAY HAVE LEVELS OF NORM ABOVE BACKGROUND LEVELS, AND A HEALTH HAZARD MAY EXIST IN CONNECTION WITH THE ASSETS BY REASON THEREOF, THEREFORE, ASSIGNEE MAY NEED TO AND SHALL FOLLOW SAFETY PROCEDURES WHEN HANDLING THE EQUIPMENT AND OTHER ASSETS.

Assignment. This Assignment of Oil and Gas Leases shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns.

Counterpart Execution. This Assignment of Oil and Gas Leases may be executed in counterparts. If counterparts of this Assignment of Oil and Gas Leases are executed, the signature pages from each counterpart may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment of Oil and Gas Leases, but each counterpart shall be considered an original.

Recording. In addition to filing this Assignment of Oil and Gas Leases of record in the applicable county and state, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein.

Exhibits. Exhibits referred to herein are hereby incorporated in and made a part of this Assignment of Oil and Gas Leases for all purposes by such reference.

Governing Law; Jurisdiction; Waiver of Jury Trial. This Assignment of Oil and Gas Leases (including all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment of Oil and Gas Leases, or the negotiation, execution or performance of this Assignment of Oil and Gas Leases) and the legal relations among Assignor and Assignee shall be governed and construed in accordance with the laws of the State of Texas, excluding any conflicts of law rule or principle that might refer construction of such provisions to the laws of another jurisdiction; provided, however, that any matter related to the interpretation of real property laws shall be governed, construed and enforced in accordance with the laws of the State of Kansas, excluding any conflicts of law rule or principle that might refer construction of such provisions to the laws of another jurisdiction. All of the Parties consent to the exercise of jurisdiction in personam by the courts of the State of Texas

for any dispute. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE.

[The remainder of this page is left intentionally blank. Signature pages follow.]

KCC WICHITA
JUL 05 2016
RECEIVED

IN WITNESS WHEREOF, this instrument is executed the ___ day of August, 2014, to be effective as of 7:00 a.m. (Central Time) on the 1st day of August, 2014 (the "Effective Time").

ASSIGNOR:

NEMAHA OIL AND GAS, LLC

By: [Signature]

Name: MAURICE STORM

Title: PRESIDENT, CEO

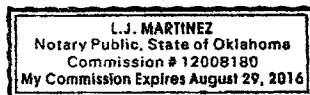
ACKNOWLEDGMENT

STATE OF Oklahoma
COUNTY OF Tulsa }

BEFORE ME, the undersigned authority, on this day personally appeared maurice storm, President, CEO of Nemaha Oil and Gas, LLC, a Delaware limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 4 day of August, 2014.

MY COMMISSION EXPIRES:



[Signature]
Notary Public

KCC WICHITA
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ASSIGNEE

SM OIL & GAS, INC.

By: [Signature]
Name: Stanley J. Miller
Title: President

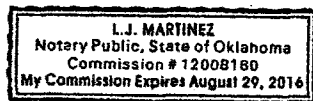
ACKNOWLEDGMENT

STATE OF Oklahoma
COUNTY OF Tulsa

BEFORE ME, the undersigned authority, on this day personally appeared Stanley J. Miller, President of SM Oil & Gas, Inc., an Oklahoma corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 4 day of August, 2014.

MY COMMISSION EXPIRES:



[Signature]
Notary Public

KCC WICHITA

JUL 05 2016

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EXHIBIT "A"

See attached.

KCC WICHITA

JUL 05 2016

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