

WHEN RECORDED, RETURN TO:

Penrose Energy, LLC
PO Box 48172
Denver, Colorado 80204

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

This Assignment, Bill of Sale and Conveyance (the "Assignment"), dated effective as of August 1, 2016 at 7:00 a.m. Mountain Standard Time (the "Effective Time"), is made by **Cholla Production, LLC**, a Colorado limited liability company, with the address of 10390 Bradford Rod., Ste. 201, Littleton, CO 80127, **Shoreline Energy Partners, LLC**, a Kansas limited liability company, with the address of 2892 East Indian Wells Place, Chandler, AZ 85249-4915, **Breckenridge Energy LLC**, a Colorado limited liability company, with the address of 5158 Leduc Lane, Castle Rock, CO 80108, **Rocky Resources, LLC**, a Colorado limited liability company, with the address of 489 East 3rd Ave., Springfield, CO 81073, **Kykon Oil & Gas, Inc.**, a Colorado corporation, with the address of P.O. Box 1197, Billings, MT 59103, and **Springcreek Resource Partnership, LTD.**, a Texas limited liability company, with the address of P.O. Box 17469, San Antonio, TX 78217 (collectively the "Assignor") to **Dover Atwood Corporation** (individually "Dover Atwood"), an Ohio corporation, with the address of 1875 Harsh Ave. SE, Massillon, OH 44646 and **Penrose Energy, LLC** (individually "Penrose Energy"), a Colorado limited liability company, with the address of PO Box 48172, Denver, CO 80204, (Dover-Atwood and Penrose Energy collectively being the "Assignee").

All capitalized terms not defined herein shall have the meanings ascribed to them in that certain Acquisition Agreement effective July 27, 2016 by and between Assignor and Dover Atwood (hereinafter called the "Agreement").

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Dover Atwood an undivided ninety-five percent (95%) and unto Penrose Energy an undivided five percent (5%) of all of Assignor's right, title and interest in and to the leases, wells, oil and gas units, rights-of-way, and the other related assets (collectively the "Assets"). It being the intent of the Assignor to convey an undivided one-hundred percent (100%) of all right, title and interest, without reservation, in and to the Assets to the Assignee on the proportionate basis set forth above. The Assets are further described as follows:

- (1) ALL of Assignor's right, title and interest, in and to the Oil, Gas (or Oil and Gas) Leases described in Exhibit "A" attached hereto and made a part hereof, as extended or amended (hereinafter referred to as the "Leases").
- (2) The same undivided interests in the wells and real property set forth on Exhibit "B" attached hereto and incorporated herein by this reference (the "Wells"),
- (3) In and to all presently existing unitization and pooling agreements and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, which relate to the Leases, and all of Assignor's interest in and to the properties covered or units created thereby which are attributable to the Leases;
- (4) In and to all presently existing and valid oil, casinghead gas and gas sales, operating, farmout, pooling, purchase, exchange and processing contracts and agreements, partnership and joint venture agreements and any other contacts, agreements and instruments which pertain to the Leases or any properties pooled or unitized therewith,
- (5) In and to the oil and gas and associated hydrocarbons stored upon or produced from the Leases or any property pooled or unitized therewith from and after the Effective Time, which are attributable to the Leases;
- (6) In and to all easement, permits, licenses, servitudes, rights of way, pipelines, power lines, telephone and telegraph lines, communications' facilities and all other rights and appurtenances situated on or used in connection with the Leases or any properties pooled or unitized therewith, including but not limited to those agreements set forth in Exhibit "C"; and

COVENANTS. This Assignment and all rights and covenants in connection therewith shall be considered covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

FURTHER ASSURANCES: After the Effective Time, Assignor, without further consideration will use its reasonable good faith efforts to execute, deliver and (if applicable) file or record or cause to be executed, delivered and filed or recorded such good and sufficient instruments of Assignment and transfer, and take such other action as may be reasonably required of Assignor to effectively vest in Assignee beneficial and record title to the Assets conveyed pursuant hereto and, if applicable, to put Assignee in actual possession of such Assets. After the date of this Assignment, Assignee shall, without further consideration, execute, deliver and (if applicable) file or record, or cause to be executed, delivered and filed or recorded, all instruments, and take such actions, as may be reasonably required of Assignee to accomplish the Assignment and transfer of the Assets and otherwise consummate the transactions contemplated by this Assignment.

Executed, the date of the acknowledgements hereinafter set out, but effective for all purposes as of the "Effective Time".

[SIGNATURES APPEAR ON NEXT PAGE]

- (7) In and to all tangible personal property, equipment, fixtures, improvements, easements, permits, licenses servitudes and other appurtenances including, but not by way of limitation, all injection well, salt water disposal facilities, well heads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, gathering lines, flow lines, gas lines, gas processing and compression facilities (specifically including the existing processing and compression facility), water lines, vessels, tanks, boilers, separators, fixtures, platforms, machinery, tools, treating equipment, compressors and other equipment, pipelines, power lines, telephone and telegraph lines, transportation and communication facilities, and other appurtenances situated upon the lands covered by the Leases conveyed herein or any land and lands pooled or unitized therewith or used or obtained in connection with the production, treating, storing or transportation of oil, gas and other hydrocarbons or minerals therefrom;
- (8) This Assignment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.

TO HAVE AND TO HOLD the above described property and rights, together with all and singular the rights and appurtenances thereto unto said Assignee and its successors and assigns; subject, to the following matters:

- (a) all burdens, reversionary interests and similar burdens as shown of record,
- (b) all easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations;
- (c) the terms and conditions of the Leases and other agreements affecting the Interests;
- (d) all rights reserved to or vested in any municipality or governmental, tribal, statutory or public authority to control or regulate any of the Interests in any manner, and all applicable laws, rules and orders of governmental and tribal authority; and
- (e) all gas contracts, crude oil purchase contracts, operating agreements, division orders and transfer orders affecting the Interests.

ACQUISITION AGREEMENT: This Assignment is made pursuant to and is subject to the terms of the Agreement, which are incorporated herein by this reference, which terms shall survive the execution and delivery of this Assignment in accordance with their terms. The Agreement shall not be deemed to have merged with this Assignment.

MUTUAL INDEMNIFICATION. It is expressly understood and agreed that Assignee shall be responsible for, and shall indemnify and hold Assignor harmless from, all claims, costs, expenses and liabilities which arise or accrue after the Effective time with respect to the portion of the Interests assigned hereunder and Assignor shall be responsible for, and shall indemnify and hold Assignee harmless from, all claims, costs, expenses and liabilities which arise or accrue prior to the Effective Time with respect to the portion of the Interests assigned hereunder and Assignor and Assignee each agree to defend, hold harmless and indemnify the other against claims, costs and expenses, including reasonable attorneys' fees and court costs, suffered by one in connection with the other's obligation

SPECIAL WARRANTY OF TITLE. Subject to the terms and conditions of this Assignment, Assignor warrants title to the Assets, free and clear of all liens and encumbrances arising by, through or under Assignor, but not otherwise, but with full substitution and subrogation of Assignee, and all persons claiming by, through and under Assignee.

DISCLAIMER. The parties to this Assignment agree that to the extent required to be operative, the disclaimers of certain warranties contained in this Assignment are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. BY ACCEPTING THIS ASSIGNMENT, ASSIGNEE ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THE AGREEMENT, ASSIGNOR HAS MADE NO, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE.

EXECUTED on this 12th day of August, 2016, but effective for all purposes as of the Effective Time.

Assignor:

Cholla Production, LLC

BY: [Signature]

William Goff

ITS: Owner Manager

DATE: 8/12/16

Kykon Oil & Gas, Inc.

BY: _____

Kirby Schmitz

ITS: President

DATE: _____

Shoreline Energy Partners, LLC

BY: _____

Hiram Lewis

ITS: Member

Springcreek Resource Partnership, LTD.

BY: _____

Schreiner Nelson

ITS: President

DATE: _____

Breckenridge Energy LLC

BY: _____

Robert M. Wittrock

ITS: Manager

DATE: _____

Assignee:

Dover-Atwood Corporation

By: [Signature]

Zachary Grey

Attorney-in-fact

Dover Atwood Corporation

DATE: 8/12/16

Rocky Resources, LLC

BY: _____

Rocky Crane

ITS: Manager

DATE: _____

Penrose Energy, LLC

By: [Signature]

Zachary A. Grey

President

DATE: 8/12/16

ACKNOWLEDGMENT


STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

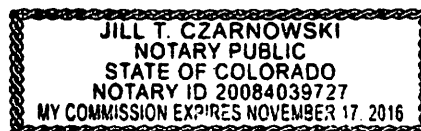
The foregoing instrument was acknowledged before me, a notary public, on this 12th day of August, 2016 by William Goff, the Owner Manager of Cholla Production, LLC, a Colorado limited liability company, on behalf of the company.

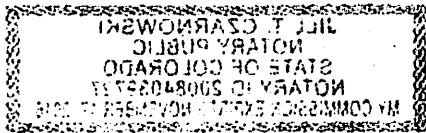
Witness my hand and official seal.

My Commission Expires:

11/17/2016


Notary Public





EXECUTED on this 24th day of August, 2016, but effective for all purposes as of the Effective Time.

Assignor:

Cholla Production, LLC

BY: _____

William Goff

ITS: Owner Manager

DATE: _____

Kykon Oil & Gas, Inc.

BY: _____

Kirby Schmitz

ITS: President

DATE: _____

Shoreline Energy Partners, LLC

BY: H. Lewis

Hiram Lewis

ITS: Member

Breckenridge Energy LLC

BY: _____

Robert M. Wittrock

ITS: Manager

DATE: _____

Rocky Resources, LLC

BY: _____

Rocky Crane

ITS: Manager

DATE: _____

Springcreek Resource Partnership, LTD.

BY: _____

Schreiner Nelson

ITS: President

DATE: _____

Assignee:

Dover-Atwood Corporation

By: _____

Zachary Grey

Attorney-in-fact

Dover Atwood Corporation

DATE: _____

Penrose Energy, LLC

By: _____

Zachary A. Grey

President

DATE: _____

Handwritten notes at the top of the page, possibly a date or reference number.

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First column of text in the ninth section, containing several lines of faint, mostly illegible characters.

Second column of text in the ninth section, containing several lines of faint, mostly illegible characters.

First column of text in the tenth section, containing several lines of faint, mostly illegible characters.

Second column of text in the tenth section, containing several lines of faint, mostly illegible characters.

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss.

The foregoing instrument was acknowledged before me, a notary public, on this 24 day of AUGUST, 2016 by Hiram Lewis, the Member of Shoreline Energy Partners, LLC, a KANSAS limited liability company, on behalf of the company.

Witness my hand and official seal.

My Commission Expires: 03/26/17



Janice K. Bright
Notary Public

CONFIDENTIAL

SECRET

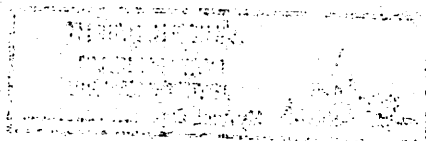
CONFIDENTIAL

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 11/11/01 BY 60322 UCBAW

CONFIDENTIAL

CONFIDENTIAL

SECRET



EXECUTED on this 16th day of August, 2016, but effective for all purposes as of the Effective Time.

Assignor:

Cholla Production, LLC

BY: _____

William Goff

ITS: Owner Manager

DATE: _____

Kykon Oil & Gas, Inc.

BY: _____

Kirby Schmitz

ITS: President

DATE: _____

Shoreline Energy Partners, LLC

BY: _____

Hiram Lewis

ITS: Member

Springcreek Resource Partnership, LTD.

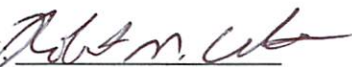
BY: _____

Schreiner Nelson

ITS: President

DATE: _____

Breckenridge Energy LLC

BY: 

Robert M. Wittrock

ITS: Manager

DATE: 8/16/16

Assignee:

Dover-Atwood Corporation

By: _____

Zachary Grey

Attorney-in-fact

Dover Atwood Corporation

DATE: _____

Rocky Resources, LLC

BY: _____

Rocky Crane

ITS: Manager

DATE: _____

Penrose Energy, LLC

By: _____

Zachary A. Grey

President

DATE: _____

Excluded from this category of information for all purposes of the Freedom of Information Act

Assignment

Information on this

Change in position

BY

BY

Copy 2000/10

William Gray

ITS President

ITS General Manager

DATE

DATE

Information on this

Change in position

ITS President

ITS General Manager

DATE

Blackburn Energy Ltd

Assignment

Blackburn Energy Ltd

General Manager

General Manager

BY

BY

Attestation

General Manager

DATE

DATE

Blackburn Energy Ltd

BY

General A Gray

President

DATE

ACKNOWLEDGMENT

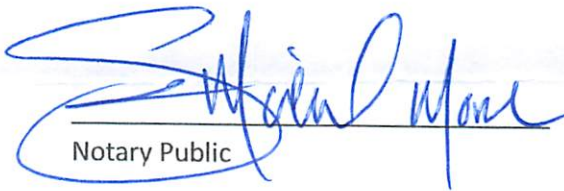
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me, a notary public, on this 16th day of August, 2016 by Robert M. Wittrock, the Manager of **Breckenridge Energy LLC**, a Colorado limited liability company, on behalf of the company.

Witness my hand and official seal.

My Commission Expires:

MARCH 12, 2020



Notary Public

**SEE ATTACHED FORM
FOR NOTARY CERTIFICATE**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Luis Obispo

On August 16, 2016 before me, Sean Michael Moore, Notary Public,
Date

personally appeared ROBERT MILLER WITROCK
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bill of Sale

Document Date: August 16, 2016

Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

SEAN MICHAEL MOORE
Commission # 5145551
Notary Public - California
San Luis Obispo County
My Comm. Expires 12/31/2020



EXECUTED on this ____ day of _____, 2016, but effective for all purposes as of the Effective Time.

Assignor:

Cholla Production, LLC

BY: _____

William Goff

ITS: Owner Manager

DATE: _____

Kykon Oil & Gas, Inc.

BY: _____

Kirby Schmitz

ITS: President

DATE: _____

Shoreline Energy Partners, LLC

BY: _____

Hiram Lewis

ITS: Member

Springcreek Resource Partnership, LTD.

BY: _____

Schreiner Nelson

ITS: President

DATE: _____

Breckenridge Energy LLC

BY: _____

Robert M. Wittrock

ITS: Manager

DATE: _____

Assignee:

Dover-Atwood Corporation

By: _____

Zachary Grey

Attorney-in-fact

Dover Atwood Corporation

Rocky Resources, LLC

BY:  _____

Rocky Crane

ITS: Manager

DATE: 9-13-16

DATE: _____

Penrose Energy, LLC

By: _____

Zachary A. Grey

President

DATE: _____

is recited on this day of _____, 2016, but effective for all purposes as of the Effective Time.

Assignor

Gralla Production, LLC

BY: _____

William Goff

ITS: General Manager

DATE: _____

Kylon Oil & Gas, Inc.

BY: _____

Kirby Schmitz

ITS: President

DATE: _____

Shoshone Energy Services, LLC

BY: _____

Hiram Lewis

ITS: Manager

DATE: _____

Shoshone Energy Services, LLC

BY: _____

Robert Nelson

ITS: President

Shoshone Energy, LLC

BY: _____

Robert Nelson

ITS: Manager

DATE: _____

Assignor:

Shoshone Energy, LLC

BY: _____

Zachary Gray

Attorney in fact

Shoshone Energy, LLC

Rocky Resources, LLC

Rocky Crane

ITS: Manager

DATE: _____

DATE: _____

Shoshone Energy, LLC

BY: _____

Zachary A. Gray

President

DATE: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me, a notary public, on this 13 day of September, 2016 by Rocky Crane, the Manager of **Rocky Resources, LLC**, a Colorado limited liability company, on behalf of the company.

Witness my hand and official seal.

My Commission Expires: April 28, 2018

Christina R. Brady
Notary Public

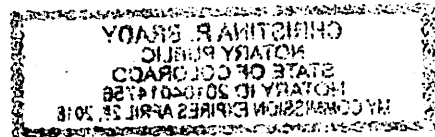


ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me, a Notary Public, on this _____ day of _____, 2018, by _____, the Manager of Rocky Mountain, LLC, a Colorado limited liability company, on behalf of the company.

Notary Public



EXECUTED on this 17th day of Aug., 2016, but effective for all purposes as of the Effective Time.

Assignor:

Cholla Production, LLC

BY: _____

William Goff

ITS: Owner Manager

DATE: _____

Kykor Oil & Gas, Inc.

BY: _____

Kirby Schmitz

ITS: President

DATE: Aug 17, 2016

Shoreline Energy Partners, LLC

BY: _____

Hiram Lewis

ITS: Member

Breckenridge Energy LLC

BY: _____

Robert M. Wittrock

ITS: Manager

DATE: _____

Rocky Resources, LLC

BY: _____

Rocky Crane

ITS: Manager

DATE: _____

Springcreek Resource Partnership, LTD.

BY: _____

Schreiner Nelson

ITS: President

DATE: _____

Assignee:

Dover-Atwood Corporation

By: _____

Zachary Grey

Attorney-in-fact

Dover Atwood Corporation

DATE: _____

Penrose Energy, LLC

By: _____

Zachary A. Grey

President

DATE: _____

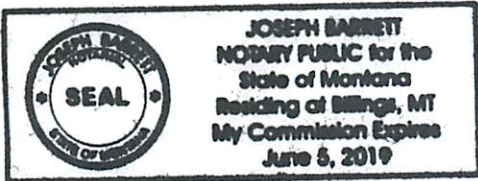
ACKNOWLEDGMENT

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

The foregoing instrument was acknowledged before me, a notary public, on this 17th day of AUGUST, 2016 by Kirby Schmitz, the President of Kykon Oil & Gas, Inc., a COLORADO corporation, on behalf of the company.

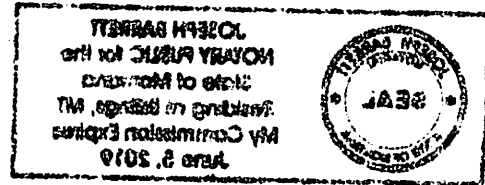
Witness my hand and official seal.

My Commission Expires: June 5, 2019



Joseph Barrett

Notary Public



EXECUTED on this 9th day of Sept, 2016, but effective for all purposes as of the Effective Time.

Assignor:

Cholla Production, LLC

BY: _____

William Goff

ITS: Owner Manager

DATE: _____

Kykon Oil & Gas, Inc.

BY: _____

Kirby Schmitz

ITS: President

DATE: _____

Shoreline Energy Partners, LLC

BY: _____

Hiram Lewis

ITS: Member

DATE: _____

Springcreek Resource Partnership, LTD.

BY: _____

Schreiner Nelson

ITS: President

DATE: 9/15/16

Breckenridge Energy LLC

BY: _____

Robert M. Wittrock

ITS: Manager

DATE: _____

Assignee:

Dover-Atwood Corporation

By: _____

Zachary Grey

Attorney-in-fact

Dover Atwood Corporation

DATE: _____

Rocky Resources, LLC

BY: _____

Rocky Crane

ITS: Manager

DATE: _____

Penrose Energy, LLC

By: _____

Zachary A. Grey

President

DATE: _____

ACKNOWLEDGMENT

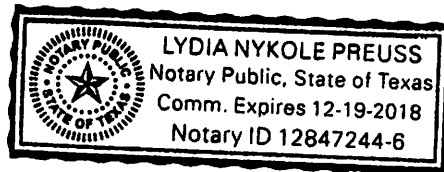
STATE OF Texas)
COUNTY OF Bexar) ss.

9 The foregoing instrument was acknowledged before me, a notary public, on this 15th day of 2016 by Schreiner Nelson, the President of Springcreek Resource Partnership, LTD., a limited liability company, on behalf of the company.

Witness my hand and official seal.

My Commission Expires: 12-19-18


Notary Public



STATE OF TEXAS
COUNTY OF [illegible]

I, [illegible], do hereby certify that [illegible]
[illegible] is the true and correct copy of the [illegible]
[illegible] of the [illegible] of the [illegible]

Witness my hand and seal this [illegible] day of [illegible]

[Handwritten signature]

Notary Public State of Texas

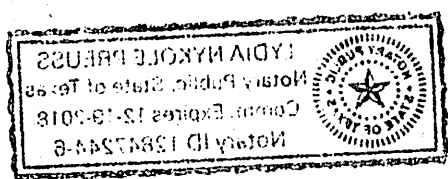


EXHIBIT "A"

To that certain Bill of Sale and Assignment dated effective August 1, 2016 by and between Cholla Production, LLC, Shoreline Energy Partners, LLC, Breckenridge Energy LLC, Rocky Resources, LLC, Kykon Oil & Gas, Inc. and Springcreek Resource Partnership, LTD. and Dover Atwood Corporation and Penrose Energy, LLC

<u>Lease Date</u>	<u>Lessor</u>	<u>Lessee</u>	<u>Reception # or Bk/Pg.</u>
06/29/05	Dennis Dunivan, et ux	Cholla Production, LLC	404304
06/29/05	Beverly C. Donovan Lohrey	Cholla Production, LLC	404301
06/29/05	Terri L. Dunivan	Cholla Production, LLC	404302
06/29/05	Darrel W. Dunivan	Cholla Production, LLC	404303
03/29/00	Otis Allen Coon, et ux	Cholla Production, LLC	394584
03/29/00	Margaret L. McCauley, et vir	Cholla Production, LLC	394356
06/07/79	Prairie Minerals, Ltd.	Texas Oil & Gas Corp	463/365
07/25/79	Sabine Corporation	Texas Oil & Gas Corp	463/740

11/27/78	R.B. Holt Trust Fund B	James O. Wilbanks	467/053
04/17/79	John D. Clark, et al	Wilbanks & Associates, Inc.	463/265
11/29/79	Violet G. Hancock	Wilbanks & Associates, Inc.	466/708
05/24/79	Joy F. Bryan, et al	Morgan Oil Company	463/161
07/10/78	C.J. Forgey	H & L Operating Co.	457/083
11/06/78	Julia Tate	Texas Oil & Gas Corp.	459/528
11/28/79	Ola B. Holt	Wilbanks & Associates, Inc.	466/545
11/29/79	Herbert K. Holt, et al	Wilbanks & Associates, Inc.	466/710
07/10/78	C.J. Forgey	H & L Operating Co.	457/086
01/25/78	Bowers Holt, Trustee	Texas Oil & Gas Corp.	453/740
11/27/79	Bowers Holt, Trustee under R.B. Bolt Trust Fund "B"	James O. Wilbanks	463/491
07/16/79	Hume Brothers, a partnership	Texas Oil & Gas Corp.	463/461

03/25/78	Federal Land Bank of Wichita	Texas Oil & Gas Corp.	458/162
01/10/80	Carolyn Groth, et vir	Texas Oil & Gas Corp.	470/378
05/23/80	Anne B. Schuknecht	Texas Oil & Gas Corp.	474/476
05/22/80	Caroline G. Bodie, by A/I/F John F. Bodie	Texas Oil & Gas Corp.	475/669
05/23/80	John F. Bodie	Texas Oil & Gas Corp.	474/478
05/16/78	Beryl D. Tate, et ux	Texas Oil & Gas Corp.	455/437
6/13/78, as dated 5/4/78	Ruth Schweizer	Texas Oil & Gas Corp.	455/252
01/20/78	Carl E. Scott, et al	Texas Oil & Gas Corp.	453/750
01/20/78	Osa J. Packard	Frontier Land & Exploration	453/766
07/16/79	Hume Brothers, a partnership	Texas Oil & Gas Corp.	463/464
05/22/79	Pauline G. Yotter	Wilbanks & Associates, Inc.	464/046

EXHIBIT "B"

To that certain Bill of Sale and Assignment dated effective August 1, 2016 by and between
Cholla Production, LLC, Shoreline Energy Partners, LLC, Breckenridge Energy LLC, Rocky
Resources, LLC, Kykon Oil & Gas, Inc. and Springcreek Resource Partnership; LTD. and Dover
Atwood Corporation and Penrose Energy, LLC

WELL NAME

GRIZZLY 1-34
MAMA BEAR 1-1B
FORGEY A1
BEAR CREEK 1-3
TATE A 1-3
HUME C-1
HANCOCK M1
CLAYS 1
PACKARD 1X

LOCATION

SW SECTION 34-30S-43W
SW NW SECTION 1-31S-43W
SE SW 2-31S-43W
NE4 3-31S-43W
SE SE 3-31S-43W
SW SE SECTION 10-31S-43W
SW NW 11-31S-43W
SW SE SECTION 12-31S-43W
W2 SE4 15-31S-43W

LAND

TOWER SITE - ONE NET ACRE

YARD (INCLUDING ALL EQUIPMENT THEREON)

LOCATION

SWSWSWSE SECTION 15-31S-43W
DESCRIBED AS A 208.71' X 208.71'
TRACT IN SE4
NENENENW 1-31S-43W
(2.5 acre tract)

******END OF EXHIBIT "B"******

EXHIBIT "C"

To that certain Bill of Sale and Assignment dated effective August 1, 2016 by and between Cholla Production, LLC, Shoreline Energy Partners, LLC, Breckenridge Energy LLC, Rocky Resources, LLC, Kykon Oil & Gas, Inc. and Springcreek Resource Partnership, LTD. and Dover Atwood Corporation and Penrose Energy, LLC

<u>Date</u>	<u>Grantor</u>	<u>Book</u>	<u>Page</u>	<u>Legal Description</u>
9/27/1979	John D. Clark Victor L. Hays	466	97	<u>T 31S R 43W</u> S 12: SE/4
9/12/1979	Delbert E. England, et al	465	683	<u>T 31S R 43W</u> S 13: NE/4
8/28/1979	Paul Thompson J.N. Thompson	465	399	<u>T 31S R 43W</u> S 13: SE/4
8/30/1979	Osa J. Packard Hattie Packard	465	395	<u>T 31S R 43W</u> S 15: SE/4
8/30/1979	Alfred C. England Elbert E. England	465	397	<u>T 31S R 43W</u> S 13: NE/4
4/4/1980	Floyd B. Hume	469	416	<u>T 31S R 43W</u> S 10: SE/4 S 14: NW/4 S 15: SE/4, NE/4
6/4/1980	Violet Hancock	470	421	<u>T 31S R 43W</u> S 11: NW/4
6/4/1980	Julia Tate	471	419	<u>T 31S R 43W</u> S 11: SW/4
10/12/1981	Violet G. Hancock	485	350	<u>T 31S R 43W</u> S 2: SW/4 S 11: NW/4
11/9/1981	Violet G. Hancock	486	87	<u>T 31S R 43W</u> S 2: SW/4
9/12/1979	Ernest England, et al	465	683	<u>T 31S R 43W</u> S 12: SE/4
9/14/1979	Ruth Schweizer	465	309	<u>T 31S R 43W</u> S 9: SE/4 S 10: SW/4
9/27/1979	John D. Clark Victor L. Hays	466	97	<u>T 31S R 43W</u> S 12: SE/4
1/15/1980	Floyd B. Hume	468	40	<u>T 31S R 43W</u> S 10: SE/4
1/31/1980	Ruth Schweizer	468	69	<u>T 31S R 43W</u> S 9: SE/4 S 10: SW/4
6/18/1980	Floyd B. Hume Patricia C. Hume	471	423	<u>T 31S R 43W</u> S 14: NW/4