

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (this “*Assignment*”) dated May 10, 2017, but effective for all purposes hereunder as of 7:00 am (local time where the Oil and Gas Properties are located) on January 1, 2017 (the “*Effective Time*”), is entered into by and among EnerJex Resources, Inc. (“*EnerJex*”), EnerJex Kansas, Inc. (f/k/a Midwest Energy Inc.) (“*EnerJex Kansas*”), Working Interest, LLC (“*WI*”), Black Sable Energy, LLC (“*Black Sable*”), Black Raven Energy, Inc. (“*Black Raven*”) and Adena, LLC (“*Adena*,” and together with EnerJex, EnerJex Kansas, WI, Black Sable and Black Raven, “*Assignor*”) and PCR Holdings LLC (“*Assignee*”).

RECITALS

WHEREAS, pursuant to the terms of that certain letter agreement dated February 10, 2017, by and among Assignor and PWCM Investment Company IC LLC (“*PWCM*”), as amended by that certain first amendment to letter agreement dated March 30, 2017, by and among Assignor, PWCM, RES Investment Group, LLC (“*RES*”), Round Rock Development Partners, LP (“*Round Rock*”), Cibolo Holdings, LLC (“*Cibolo Holdings*,” and together with PWCM, RES and Round Rock, “*Successor Lender*”) (as amended, the “*Letter Agreement*”), Assignor and Successor Lender desire that Assignor sell, assign, transfer and convey to Assignee, and that Assignee purchase and receive from Assignor, all right, title and interest held by Assignor in the Oil and Gas Properties (as defined in Section 2.1) in accordance with the terms of this Assignment and the Letter Agreement;

WHEREAS, Successor Lender has formed Assignee as a controlled affiliate for purposes receiving from Assignor all right, title and interest held by Assignor in the Transferred Assets; and

WHEREAS, the parties acknowledge and agree that the transactions contemplated by this Assignment are integral to the transactions contemplated by the Letter Agreement and that the execution of this Assignment on the terms and conditions set forth herein is a condition to Assignor’s and Successor Lender’s obligations to effect the closing of the Letter Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and in the Letter Agreement, the benefits to be derived by each party hereunder and under the Letter Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINED TERMS

Section 1.1 Definitions. All capitalized terms used but not defined herein and defined in the Letter Agreement, shall have the meanings ascribed to such terms in the Letter Agreement.

ARTICLE II ASSIGNMENT OF TRANSFERRED ASSETS

Section 2.1 Assignment. Upon the terms and conditions of the Letter Agreement and this Assignment, each Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases and receives from each Assignor, effective as of the Effective Time, all of such Assignor's right, title and interest in and to the following assets (such interests in such assets described in this Section 2.1 collectively, the "***Oil and Gas Properties***"):

(a) All oil, gas, and/or mineral leases, subleases and other leaseholds, mineral fee interests, reversionary interests, carried interests, other fee interests, royalty interests, overriding royalty interests, farmout rights, options, net profits interests and other leasehold interests located in the State of Colorado, the State of Texas and the State of Nebraska, including, but not limited to those described on Exhibit A ("***Leases***"), together with all other rights, titles and interests of Assignor in the Leases and any other lands or interests covered thereby, associated therewith or pooled, unitized or communitized therewith (the "***Lands***"), including, without limitation, all working interests, royalty interests, overriding royalty interests, net profits interests, production payments, mineral interests, forced pooled interests, and interests acquired under contracts or otherwise in the Lands covered by the Leases, and any other lands or interests pooled, unitized or communitized therewith (the Leases and the Lands and other interests described above are collectively referred to herein as the "***Interests***").

(b) All of the oil and gas wells, salt water disposal wells, injection wells and other wells and wellbores located on or attributable to the Interests or on lands pooled or unitized with any portion thereof, or on lands located within any governmental drilling or spacing unit which includes any portion thereof, or on portions thereof associated with proved undeveloped reserves whether producing, in progress, plugged or unplugged, shut-in or permanently or temporarily abandoned, including but not limited to the wells identified on Exhibit B (the "***Wells***").

(c) All of Assignor's right, title and interest in all personal property, fixtures and improvements and facilities, spare parts and inventory (insofar as the same are located in the State of Texas, the State of Colorado or the State of Nebraska and are primarily used or held for use in connection with the operation of the Oil and Gas Properties or the production of Hydrocarbons (as defined in Section 2.1(d) therefrom), equipment, pipelines, pipeline laterals, well pads, tank batteries, well heads, treating equipment, compressors, power lines, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, or other equipment of any kind, in each case to the extent appurtenant to the Interests or Wells or used or held for use in connection with the ownership or operation of the Interests or Wells or the production, treatment, transportation, storage, sale or disposal of Hydrocarbons therefrom, including, but not limited to, facilities, plants, treating and processing systems, casing, pipelines and gathering systems to the extent used or held for use in connection with the ownership or operation of the Interests or Wells (collectively, the "***Equipment***").



(d) All of the oil, natural gas, condensate, casinghead gas, products, or other minerals (“*Hydrocarbons*”), produced from and to the extent attributable or allocable to the Interests or Wells (i) from and after the Effective Time, (ii) which are in storage as of the Effective Time, or (iii) make-up rights with respect to take or pay payments.

(e) All rights-of-way, easements, permits, licenses, approvals, servitudes and franchises specifically acquired for, or used in connection with, operations for the exploration and production of oil, gas or other minerals on or from the Interests or otherwise in connection with the Wells, Equipment or Surface Agreements (defined below), including, without limitation, the rights to permits and licenses of any nature owned, held or operated in connection with said operations and any surface leases, surface use right or agreements or any similar rights, agreements or licenses relating to the Oil and Gas Properties (the “*Surface Agreements*”) to the extent the same relate to the Oil and Gas Properties.

(f) All of Assignor’s right, title and interest in (i) all agreements and contracts to the extent directly relating to and binding upon the Transferred Assets, including, but not limited to, any operating agreements, joint venture agreements, unit agreements, orders and decisions of state and federal regulatory authorities establishing units, unit operating agreements, farmout agreements, processing agreements, transportation agreements, gathering and processing agreements, enhanced recovery and injection agreements, farm-in agreements, balancing agreements, options, drilling agreements, exploration agreements, area of mutual interest agreements, gas sales agreements, and assignments of operating rights, working interests, subleases and rights above or below certain footage depths or geological formations, to the extent the same are directly related to and binding upon the Transferred Assets (collectively, the “*Contracts*”); provided, however, the term “Contract” shall not include any (A) Lease, or (B) contract or agreement which contains an assignment restriction for which Assignor cannot reasonably secure a waiver prior to Closing by the other party(ies) to such contract or agreement, and (ii) to the extent assignable, all environmental and other governmental (whether federal, state or local) permits, licenses, orders, authorizations, franchises and related instruments or rights to the extent relating to the ownership, operation or use of the Transferred Assets (the “*Permits*”).

(g) All (i) trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general intangibles, to the extent attributable to the Transferred Assets with respect to periods of time from and after the Effective Time; and (ii) liens and security interests in favor of Assignor or its affiliates, whether choate or inchoate, under any applicable law or Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Time of any of the Oil and Gas Properties or to the extent relating to the Oil and Gas Properties and arising in favor of Assignor as the operator or non-operator of any of the Interests or Wells on or after the Effective Time.

(h) All rights of Assignor arising under any Contract to audit the records of any Person and to receive refunds or payments of any nature, and all amounts of money

relating thereto, whether on or after the Effective Time, but only to the extent relating to the Oil and Gas Properties.

(i) All of the files, records and data relating to the items and interests described in Sections 2.1(a) through (h) above including, without limitation, land and lease files, well files, title records including abstracts of title, title opinions, title insurance reports/policies, property ownership reports, division order and right-of-way files, seismic, geophysical, geological or other similar information or data, prospect information, contracts, production records, all logs including electric logs, core data, pressure data and decline curves and graphical production curves, operational records, technical records, production and processing records, and contract files, and all related materials, in each case in the possession of Assignor, less and except the following: (i) Assignor's federal, state, or local income, franchise or margin tax returns and related files and records; and (ii) any other contracts required by applicable law or the terms of such contracts for Assignor to retain or not disclose.

TO HAVE AND TO HOLD the Oil and Gas Properties unto Assignee, its successors and assigns, forever, subject, however, to all the terms and conditions of this Assignment and the Letter Agreement. Assignor hereby binds itself, and its successors and assigns to warrant and forever defend all and singular title to the Oil and Gas Properties unto Assignee, free and clear of any claims and demands of all persons claiming the same, or any part thereof.

BUT IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT:

(A) This Assignment, and the conveyances being made hereby, are being executed, delivered and accepted subject to the liens identified on Exhibit C ("Liens") and this Assignment is and shall be interpreted and construed as an absolute conveyance to Assignee of all rights, title and interests in and to the Oil and Gas Properties.

(B) All of the Liens are NOT HEREBY RELEASED, EXTINGUISHED, IMPAIRED or RELINQUISHED in any manner or respect whatsoever, and are hereby ratified and confirmed and shall remain valid and continuous and in full force and effect, unless and until (i) released by written instrument (the "Release Instrument"), expressing (and not merely implying) an intent to release and relinquish the Liens, which Release Instrument shall be filed for record in the real property records of each county in which any of the Oil and Gas Properties are located, or (ii) foreclosed pursuant to the powers of sale provided in the Liens. The Release Instrument may be made as, if and when Assignee, or its successors and assigns, shall determine in the exercise of its or their sole discretion and with no obligation whatsoever.

(C) Neither Assignor nor Assignee intends that there be, and there shall not in any event be, a merger of the legal title or other interests of Assignee in the Oil and Gas Properties by virtue of this conveyance, with any of the Liens affecting the Oil and Gas Properties or Assignee's equitable title in and to the Oil and Gas Properties. The parties expressly intend that the interests of Assignee in the Liens affecting the Oil and Gas Properties and equitable title in and to the Oil and Gas Properties, on the one hand, and



Assignee's legal title in and to the Oil and Gas Properties, on the other hand, be and remain at all times SEPARATE and DISTINCT.

(D) The title and other interests of Assignee in the Oil and Gas Properties conveyed pursuant to this Assignment will not merge with the interests of Assignee in the Oil and Gas Properties under the Liens, and for purposes of priority as between (i) intervening or inferior liens, claims or encumbrances on or against the Oil and Gas Properties and (ii) the Liens, any and all rights of Assignee to exercise its remedies of foreclosure by private power of sale pursuant to nonjudicial foreclosure or by judicial foreclosure of any of the Liens or any other remedies are expressly preserved hereby, and for purposes of limitations and any other applicable time bar defenses, the same are expressly extended as evidenced by this instrument.

(E) The priority of the Liens is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the Liens to any other liens or encumbrances whatsoever.

(F) Assignor shall be held harmless, and shall not be liable, for any damages or expenses arising from or in connection with the Liens or any of the representations or agreements provided in subsections (A)-(E), above.

Section 2.2 Retained Assets. Notwithstanding anything to the contrary contained in this Assignment, the Oil and Gas Properties do not include, and Assignor shall retain and not sell, transfer or assign to Assignee, and Assignee shall not purchase, acquire or accept (a) any of Assignor's existing oil and gas properties situated in the State of Kansas or any equipment or tangible personal property owned by Assignor situated in the State of Kansas and used by Assignor in connection with the ownership and operation of Assignor's real property leases and oil and gas producing properties located in the State of Kansas, (b) any lease for office space located in Colorado, (c) the domain name <http://www.enerjex.com> and any associated email servers, (d) the name "EnerJex" and all variants thereof, (e) any electronic files, physical files, or records of Assignor relating to the ownership and operation of Assignor's real property leases and oil and gas producing properties located in the State of Kansas, (f) any bank accounts or cash of Assignor, and (g) any accounts receivable accrued and payable prior to the Effective Time, and *provided that* Assignor may retain copies of any electronic files, physical files, or records of Assignor relating to the Oil and Gas Properties to the extent required to comply with Assignor's records retention policy.

ARTICLE III MISCELLANEOUS

Section 3.1 Separate Assignments. Where separate assignments of Oil and Gas Properties have been or will be executed for filing with, and approval by, applicable governmental authorities, any such separate assignments (a) shall evidence this Assignment and assignment of the applicable Oil and Gas Properties herein made and shall not constitute any additional Assignment or assignment of the Oil and Gas Properties, (b) are not intended to modify, and shall not modify, any of the terms set forth in this Assignment or the Letter



Agreement and are not intended to create, and shall not create, any representations, warranties or additional covenants of or by Assignor or Assignee and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

Section 3.2 Governing Law. THIS ASSIGNMENT AND ITS PERFORMANCE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

Section 3.3 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and references herein to either Assignor or Assignee shall include their respective successors and assigns.

Section 3.4 Exhibits. The Exhibits hereto which are referred to herein are hereby made a part of this Assignment and incorporated herein by such reference.

Section 3.5 Interpretation. It is expressly agreed that this Assignment shall not be construed against any party hereto, and no consideration shall be given or presumption made, on the basis of who drafted this Assignment or any particular provision hereof or who supplied the form of Assignment. Each party hereto agrees that this Assignment has been purposefully drawn and correctly reflects its understanding of the transaction that this Assignment contemplates.

Section 3.6 Counterparts.

(a) This Assignment may be executed by Assignor and Assignee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

(b) Notwithstanding the foregoing, to facilitate recordation, there may be omitted from the Exhibits to this Assignment in certain counterparts descriptions of property located in recording jurisdictions other than the jurisdiction in which such counterpart is to be filed or recorded.

Section 3.7 Further Assurances. Assignor and Assignee further agree that each shall, from time to time and upon reasonable request, execute, acknowledge, and deliver in proper form, any instrument of conveyance, assignment, transfer, or other instruments reasonably necessary for transferring title in the Oil and Gas Properties to Assignee or otherwise to implement the transaction contemplated in the Letter Agreement.

[THE NEXT SUCCEEDING PAGE IS ASSIGNOR'S EXECUTION PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date of the acknowledgements annexed hereto, but to be effective as of the Effective Time.

ASSIGNOR:

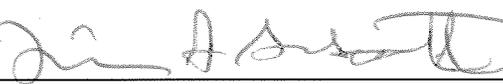
EnerJex Resources, Inc.

By: 
Name: Louis Schott
Title: Interim Chief Executive Officer

THE STATE OF Louisiana §
Parish §
COUNTY OF Orleans §

May, 2017, by Louis Schott, the Interim Chief Executive Officer of EnerJex Resources, Inc., a Nevada corporation, on behalf of said corporation.


Notary Public in and for The State of Louisiana
STEPHEN O. SCANDURRO
Notary Public, Bar No. 20362
Parish of Jefferson, State of Louisiana
My Commission is issued for Life
EnerJex Kansas, Inc.

By: 
Name: Louis Schott
Title: Chief Executive Officer

THE STATE OF Louisiana §
Parish §
COUNTY OF Orleans §

May, 2017, by Louis Schott, the Chief Executive Officer of EnerJex Kansas, Inc., a Nevada corporation, on behalf of said corporation.


Notary Public in and for The State of Louisiana
STEPHEN O. SCANDURRO
Notary Public, Bar No. 20362
Parish of Jefferson, State of Louisiana
My Commission is issued for Life



Working Interest, LLC

By: *Louis Schott*
Name: Louis Schott
Title: Chief Executive Officer

THE STATE OF Louisiana §
Parish §
COUNTY OF Orleans §

May The forgoing instrument was acknowledged before me on this the 8 day of May, 2017, by Louis Schott, the Chief Executive Officer of Working Interest, LLC, a Texas limited liability company, on behalf of said limited liability company.

Stephen O. Scandurro
Notary Public in and for
The State of _____
STEPHEN O. SCANDURRO
Notary Public, Bar No. 20362
Parish of Jefferson, State of Louisiana
My Commission is issued for Life

Black Sable Energy, LLC

By: *Louis Schott*
Name: Louis Schott
Title: Chief Executive Officer

THE STATE OF Louisiana §
Parish §
COUNTY OF Orleans §

May The forgoing instrument was acknowledged before me on this the 8 day of May, 2017, by Louis Schott, the Chief Executive Officer of Black Sable Energy, LLC, a Texas limited liability company, on behalf of said limited liability company.

Stephen O. Scandurro
Notary Public in and for
The State of _____
STEPHEN O. SCANDURRO
Notary Public, Bar No. 20362
Parish of Jefferson, State of Louisiana
My Commission is issued for Life



Black Raven Energy, Inc.

By: *Louis A Schott*
Name: Louis Schott
Title: Chief Executive Officer

THE STATE OF Louisiana §
Parish §
COUNTY OF Orleans §

May The forgoing instrument was acknowledged before me on this the 8th day of May, 2017, by Louis Schott, the Chief Executive Officer of Black Raven Energy, Inc., a Nevada corporation, on behalf of said corporation.

Stephen O Scandurro
Notary Public in and for
The State of _____
Adena, LLC
STEPHEN O. SCANDURRO
Notary Public, Bar No. 20362
Parish of Jefferson, State of Louisiana
My Commission is issued for Life

By: *Louis A Schott*
Name: Louis Schott
Title: Chief Executive Officer

THE STATE OF Louisiana §
Parish §
COUNTY OF Orleans §

May The forgoing instrument was acknowledged before me on this the 8th day of May, 2017, by Louis Schott, the Chief Executive Officer of Adena, LLC, a Colorado limited liability company, on behalf of said limited liability company.

Stephen O Scandurro
Notary Public in and for
The State of _____
STEPHEN O. SCANDURRO
Notary Public, Bar No. 20362
Parish of Jefferson, State of Louisiana
My Commission is issued for Life

[THE NEXT SUCCEEDING PAGE IS ASSIGNEE'S EXECUTION PAGE]



ASSIGNEE:

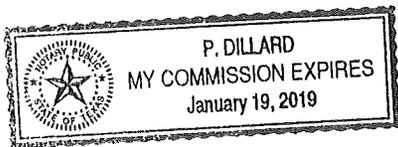
PCR Holdings LLC

By: Pass Creek Resources LLC, its Manager

By: [Signature]
Name: Steve Person
Title: Board manager

THE STATE OF Texas §
COUNTY OF Midland §
§

The forgoing instrument was acknowledged before me on this the 10th day of May, 2017, by Steve Person, the Board Manager of Pass Creek Resources LLC, the Manager of PCR Holdings LLC, a Delaware limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public in and for
The State of _____



EXHIBIT A

Attached to and made part of that certain
Assignment, Bill of Sale and Conveyance dated May 10, 2017
by and among EnerJex Resources, Inc., EnerJex Kansas, Inc., Working Black Sable Energy,
LLC, Black Raven Energy, Inc., and Adena, LLC, collectively as "Assignor", and
PCR Holdings LLC, as "Assignee"

LEASES

[Attached]



EXHIBIT A
 Attached to and made part of that certain
 Assignment, Bill of Sale and Conveyance dated May 1, 2017
 LEASES

LESSOR	LESSEE	EFFECTIVE DATE	TWN	RGE	SEC	QTR/QTR	BOOK	PAGE	RECEPTION COUNTY	STATE
Kenneth Schlachter Family Trust	Black Raven Energy, Inc.	2/27/2011	7N	43W	6	W/2			Phillips	CO
LaRue Schlachter Trust dated 8/6/2007, LaRue Schlachter, Trustee	Black Raven Energy, Inc.	2/27/2011	7N	43W	6	W/2			Phillips	CO
John R. Ortner, a single man	PRB Oil & Gas, Inc.	11/25/2008	7N	44W	1	S/2			Phillips	CO
Brinkema Farms, Limited Partnership	Amimex, Inc.	3/21/2001	8N	43W	3	Lot 1 (NE/4NE/4; 54.11 acres), Lot 2 (NW/4NE/4; 53.97 acres), Lot 3 (NE/4NW/4; 53.83 acres), Lot 4 (NW/4NW/4; 53.69 acres), N/2 (320.00 acres)	275	538	Phillips	CO
State Life Insurance Company, an Indiana Corporation	Lance Oil & Gas Company, Inc.	12/4/2004	8N	43W	3	Lot 1 (NE/4NE/4; 54.11 acres), Lot 2 (NW/4NE/4; 53.97 acres), Lot 3 (NE/4NW/4; 53.83 acres), Lot 4 (NW/4NW/4; 53.69 acres), Lot 5 (NW/4NW/4; 40.00 acres), Lot 6 (NE/4NW/4; 40.00 acres), Lot 7 (NW/4NE/4; 40.00 acres), Lot 8 (NE/4NE/4; 40.00 acres), Lot 9 (SE/4NE/4; 40.00 acres), Lot 10 (SW/4NE/4; 40.00 acres), Lot 11 (SE/4NW/4; 40.00 acres), Lot 12 (SW/4NW/4; 40.00 acres), S/2	275	541	Phillips	CO
On The Brink Farm, LLLP	Amimex, Inc.	3/21/2001	8N	43W	3	S/2	275	541	Phillips	CO
Dale A. Vieselmeyer, dealing in his sole and separate property	Amimex, Inc.	5/10/2001	8N	43W	4	Lot 1, less and except the West 2.06 acres of said Lot 1	276	136	Phillips	CO
Margaret E. Brinkema, a widow	Amimex, Inc.	3/21/2001	8N	43W	4	Lot 2 (NW/4NE/4; 53.06 acres), Lot 3 (NE/4NW/4; 52.65 acres), Lot 4 (NW/4NW/4; 52.23 acres), The West 2.06 acres of Lot 1 (NE/4NE/4; 2.06 acres)	275	666	Phillips	CO
Dale A. Vieselmeyer, dealing in his sole and separate property	Amimex, Inc.	5/10/2001	8N	43W	4	Lot 2 (NW/4NE/4; 53.06 acres), Lot 3 (NE/4NW/4; 52.65 acres), Lot 4 (NW/4NW/4; 52.23 acres), Lot 1 the West 2.06 acres of said Lot 1 (NE/4NE/4; 2.06 acres)	276	136	Phillips	CO
Virginia L. Brinkema	Black Raven Energy, Inc.	6/3/2011	8N	43W	4	N/2			Phillips	CO
Gretchen Maria Katrina Dirks, TC	Black Raven Energy, Inc.	7/6/2011	8N	43W	4	N/2			Phillips	CO
U.S. Ag Bank, FCB Ika Farm Credit Bank of Wichita, Wichita Kansas (Lease No. 08-095-08-001)	PRB Oil & Gas, Inc.	10/10/2008	8N	43W	4	SE/4			Phillips	CO
Gordon L. Leben and Winona Leben, husband and wife	PRB Oil & Gas, Inc.	5/12/2008	8N	43W	4	SW/4			Phillips	CO
Karen K. Stoner and V. Dale Stoner, wife and husband	PRB Oil & Gas, Inc.	5/12/2008	8N	43W	4	SW/4			Phillips	CO



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LESSOR	LESSEE	EFFECTIVE DATE	TWN	RGE	SEC	QTR/QTR	BOOK	PAGE	RECEPTION	COUNTY	STATE
Dale A. Viesselmeyer, dealing in his sole and separate property	Amimex, Inc.	5/10/2001	8N	43W	5	Lot 1 (NE/4NE/4; 53.47 acres), Lot 2 (NW/4NE/4; 53.06 acres), S/2NE/4	276	136	215376	Phillips	CO
USA COC-65943	Lance Oil & Gas Company, Inc.	6/1/2002	8N	43W	5	Lot 3 (NE/4NW/4; 51.80 acres), Lot 4 (NW/4NW/4; 51.00 acres), Lot 5 (NW/4NW/4; 40.00 acres), Lot 6 (NE/4NW/4; 40.00 acres), Lot 11 (SE/4NW/4; 40.00 acres), Lot 12 (SW/4NW/4; 40.00 acres), SW/4	281	741	217704	Phillips	CO
Harvey E. Siedenburgh and A. Diane Siedenburgh, as Trustees of the Harvey E. Siedenburgh and A. Diane Siedenburgh Trust	Black Raven Energy, Inc.	2/23/2010	8N	43W	5	Lot 3 (NE/4NW/4; 51.80 acres), Lot 6 (NE/4NW/4; 40.00 acres), Lot 11 (SE/4NW/4; 40.00 acres), aka E/ZNW/4			230726	Phillips	CO
Ron V. Hubbard and Sonia R. Hubbard, Trustees of the Sonia R. Hubbard Living Trust	Black Raven Energy, Inc.	10/2/2009	8N	43W	5	Lot 4 (NW/4NW/4; 51.00 acres), Lot 5 (NW/4NW/4; 40.00 acres), Lot 12 (SW/4NW/4; 40.00 acres)			230328	Phillips	CO
Dale A. Viesselmeyer, dealing in his sole and separate property	Amimex, Inc.	5/10/2001	8N	43W	5	N/2NE/4	276	136	215376	Phillips	CO
Glenda S. Mills, a married woman dealing in her sole and separate property	Amimex, Inc.	5/15/2001	8N	43W	5	N/2NE/4	276	614	215587	Phillips	CO
Kathleen J. Folkers, a married woman dealing in her sole and separate property	Amimex, Inc.	5/15/2001	8N	43W	5	N/2NE/4	276	612	215586	Phillips	CO
Nancy L. Claymon, a single woman dealing in her sole and separate property	Amimex, Inc.	5/15/2001	8N	43W	5	N/2NE/4	276	538	215550	Phillips	CO
Sharleen J. Woodring, a married woman dealing in her sole and separate property	Amimex, Inc.	5/15/2001	8N	43W	5	N/2NE/4	276	540	215551	Phillips	CO
Calvin Randy Beal and Eloise Beal, husband and wife	Clark D. Crawford	10/8/2001	8N	43W	5	SW4	278	882	216490	Phillips	CO
James Beal, a married man dealing in his sole and separate property	Clark D. Crawford	10/8/2001	8N	43W	5	SW4	278	815	216469	Phillips	CO
Eiton Olijenbruns and Eunice Olijenbruns, Tenants in Common	Amimex, Inc.	4/30/2001	8N	43W	6	Lot 1 (NE/4NE/4; 51.76 acres), Lot 2 (NW/4NE/4; 51.51 acres), Lot 3 (NE/4NW/4; 51.26 acres)	276	121	215371	Phillips	CO
James E. Gerk and Carolyn R. Gerk, husband and wife	Clark D. Crawford	10/17/2001	8N	43W	6	Lot 13 (NW/4SW/4; 40.46 acres), Lot 14 (SW/4SW/4; 40.49 acres), E/2SW/4, less tracts as more completely described in Book 223, Page 523 as the East 435.6 feet of the South 400.0 feet of the SE/4SW/4, Section 6 T8N-R43W of the 6th PM and Book 235, Page 765 as the West 175 feet of the East 610.6 feet of the South 400 feet of the SE/4SW/4 of Section 6 T8N-R43W of the E 6th PM.	278	809	216466	Phillips	CO
LeRoy G. Blochowicz and Pamela C. Blochowicz, husband and wife	Clark D. Crawford	10/26/2001	8N	43W	6	Lot 13 (NW/4SW/4; 40.46 acres), Lot 14 (SW/4SW/4; 40.49 acres), E/2SW/4, less tracts as more completely described in Book 223, Page 523 as the East 435.6 feet of the South 400.0 feet of the SE/4SW/4, Section 6 T8N-R43W of the 6th PM and Book 235, Page 765 as the West 175 feet of the East 610.6 feet of the South 400 feet of the SE/4SW/4 of Section 6 T8N-R43W of the E 6th PM.	278	848	216476	Phillips	CO



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 LEASES

LESSOR	LESSEE	EFFECTIVE DATE	TWN	RGE	SEC	QTR/QTR	BOOK	PAGE	RECEPTION COUNTY	STATE	
Delvin A. Claymon and Shirley E. Claymon, Co-Trustees of the Delvin A. Claymon and Shirley E. Claymon Revocable Trust	Amimex, Inc.	2/19/2001	8N	43W	6	Lot 4 of the NW/4 (51.19 acres), Lot 5 (NW/4NW/4; 40.40 acres), Lot 6 (NE/4NW/4; 40.00 acres), Lot 11 (SE/4NW/4; 40.00 acres), Lot 12 (SW/4NW/4; 40.43 acres)	275	327	215028	Phillips	CO
Florence F. O'Connell and Darcinda J. Moreno, JT	Black Raven Energy, Inc.	1/20/2010	8N	43W	6	The East 435.6 feet of the South 400.0 feet of the SE/4SW/4 (4 acres) as described in Deed at Book 223, Page 523			230574	Phillips	CO
U.S. Ag Bank, FCB fka Farm Credit Bank of Wichita, Wichita Kansas (Lease No. 08-095-06-032)	Lance Oil & Gas Company, Inc.	7/11/2006	8N	43W	6	Lot 7 (NW/4NE/4; 40.00 acres), Lot 8 (NE/4NE/4; 40.00 acres), Lot 9 (SE/4NE/4; 40.00 acres), Lot 10 (SW/4NE/4; 40.00 acres), ada NE/4			225580	Phillips	CO
U.S. Ag Bank, FCB fka Farm Credit Bank of Wichita, Wichita Kansas (Lease No. 08-095-06-033)	Lance Oil & Gas Company, Inc.	7/11/2006	8N	43W	6	SE/4			225581	Phillips	CO
Delvin A. Claymon and Shirley E. Claymon, Co-Trustees of the Delvin A. Claymon and Shirley E. Claymon Revocable Trust	Amimex, Inc.	2/19/2001	8N	43W	6	SE/4, Lot 7 (NW/4NE/4; 40.00 acres), Lot 8 (NE/4NE/4; 40.00 acres), Lot 9 (SE/4NE/4; 40.00 acres), Lot 10 (SW/4NE/4; 40.00 acres)	275	327	215028	Phillips	CO
Darcinda J. Moreno	Black Raven Energy, Inc.	1/20/2010	8N	43W	6	The West 175.0 feet of the East 610.6 feet of the South 400 feet of the SE/4SW/4 (1,607 acres)			230575	Phillips	CO
Elton Olijenbruns and Eunice Olijenbruns, Tenants in Common	Amimex, Inc.	4/30/2001	8N	43W	7	E/2SW/4 (80.00 acres), Lot 3 (NW/4SW/4; 41.07 acres), Lot 4 (SW/4SW/4; 41.30 acres)	276	121	215371	Phillips	CO
Joseph A. Crowder and Debra S. Crowder, husband and wife	Amimex, Inc.	2/19/2001	8N	43W	7	N/2	275	317	215023	Phillips	CO
Heirs of E.G. Dickinson	Amimex, Inc.	9/11/2001	8N	43W	7	N/2	277	563	215995	Phillips	CO
The Leland Trust	Black Raven Energy, Inc.	5/14/2011	8N	43W	8	NW/4			232785	Phillips	CO
Susan E. Roll	Amimex, Inc.	6/4/2001	8N	43W	8	SW/4	276	542	215552	Phillips	CO
Dale A. Vieselmeyer, dealing in his sole and separate property	Amimex, Inc.	5/10/2001	8N	43W	8	W/2SE/4, W/2E/2SE/4SE/4, W/2SE/4SE/4	276	136	215376	Phillips	CO
Dale A. Vieselmeyer, dealing in his sole and separate property	Amimex, Inc.	5/10/2001	8N	43W	9	S/2SW/4	276	136	215376	Phillips	CO
Allen B. Ratert, a married man dealing in his sole and separate property	Black Raven Energy, Inc.	3/12/2011	8N	43W	9	SE/4			232242	Phillips	CO



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Gordon L. Leben and Winona Leben, husband and wife	PRB Oil & Gas, Inc.	5/12/2008	8N	43W	10	E/2NE/4			228111	Phillips	CO
Ida E. Nieman, individually and as the widow & surviving joint Tenant of Raymond H. Nieman, deceased	Johnson, Grassel and Gorham, LLC	12/18/2003	8N	43W	10	N/2			220918	Phillips	CO
John M. Turner and Eileen E. Turner, both individually and as husband and wife	Johnson, Grassel and Gorham, LLC	12/18/2003	8N	43W	10	N/2			220919	Phillips	CO
Gordon L. Leben and Winona Leben, husband and wife	PRB Oil & Gas, Inc.	5/12/2008	8N	43W	10	W/2NE/4, NW/4			228110	Phillips	CO
Karen K. Stoner and V. Dale Stoner, wife and husband	PRB Oil & Gas, Inc.	5/12/2008	8N	43W	10	W/2NE/4, NW/4			228109	Phillips	CO
Allen Einspahr and Amy Einspahr, individually and as JT	Black Raven Energy, Inc.	5/12/2011	8N	43W	15	S/2			232698	Phillips	CO
Joyce E. Baker and Dwight A. Baker, wife and husband	Lance Oil & Gas Company, Inc.	10/31/2006	8N	43W	18	NE/4, less & except the CB&Q RR right-of-way and the CO Hwy 176 right-of-way.			225849	Phillips	CO
Peggy A. Cline and Steven E. Cline, wife and husband	Lance Oil & Gas Company, Inc.	10/31/2006	8N	43W	18	NE/4, less & except the CB&Q RR right-of-way and the CO Hwy 176 right-of-way.			225850	Phillips	CO
Terry L. Wood and Paul D. Wood, wife and husband	Lance Oil & Gas Company, Inc.	12/14/2006	8N	43W	18	NE/4, less & except the CB&Q RR right-of-way and the CO Hwy 176 right-of-way.			226057	Phillips	CO
Elton Olijenbruns and Eunice Olijenbruns, Tenants in Common	Amimex, Inc.	4/30/2001	8N	43W	18	NW/4		276	215371	Phillips	CO
L. D. Dirks and Phyllis M. Dirks, husband and wife	Amimex, Inc.	4/9/2001	8N	43W	18	SE/4		275	215199	Phillips	CO
Elton Olijenbruns and Eunice Olijenbruns, Tenants in Common	Amimex, Inc.	4/30/2001	8N	43W	18	SW/4		276	215371	Phillips	CO
U.S. Ag Bank, FCB fka Farm Credit Bank of Wichita, Wichita Kansas (Lease No. 08-095-08-003)	PRB Oil & Gas, Inc.	10/10/2008	8N	43W	18	SW/4			228817	Phillips	CO
Elton Olijenbruns and Eunice Olijenbruns, Tenants in Common	Amimex, Inc.	4/30/2001	8N	43W	19	NW/4		276	215371	Phillips	CO
Jerry D. Lahmert	Black Raven Energy, Inc.	2/19/2009	8N	43W	20	W/2			229127	Phillips	CO
Karen K. Stoner and V. Dale Stoner, wife and husband	Black Raven Energy, Inc.	8/14/2010	8N	43W	20	SE/4			231659	Phillips	CO



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Gordon L Leben and Winona Leben, husband and wife	Black Raven Energy, Inc.	8/14/2010	8N	43W	20	SE/4			231658	Phillips	CO
Gordon L Leben and Winona Leben, husband and wife	Black Raven Energy, Inc.	8/14/2010	8N	43W	21	E/2, SW/4			231660	Phillips	CO
Allen B. Rafert, a married man dealing in his sole and separate property	Black Raven Energy, Inc.	3/12/2011	8N	43W	22	N/2			232242	Phillips	CO
Ilia Mae Anders, a widow	Black Raven Energy, Inc.	11/10/2010	8N	43W	22	N/2			232241	Phillips	CO
Allen B. Rafert, a married man dealing in his sole and separate property	Black Raven Energy, Inc.	3/12/2011	8N	43W	29	NE/4			232242	Phillips	CO
The Leland Trust	Black Raven Energy, Inc.	5/14/2011	8N	43W	29	S/2			232785	Phillips	CO
Steven D. Lindgren	Black Raven Energy, Inc.	12/9/2011	8N	43W	30	ALL			233728	Phillips	CO
Ulene V. Sagehorn	Black Raven Energy, Inc.	6/16/2009	8N	43W	31	NW/4			229756	Phillips	CO
Steven K. Schlachter, a single man dealing in his sole and separate property	Black Raven Energy, Inc.	2/28/2011	8N	43W	31	E/2			232424	Phillips	CO
LaRue Schlachter Trust dated August 6, 2007, LaRue Schlachter, Trustee	Black Raven Energy, Inc.	2/27/2011	8N	43W	31	E/2SW/4, Lot 3 (NW/4SW/4, 44.17 acres), Lot 4 (SW/4SW/4, 44.32 acres)			232503	Phillips	CO
Kenneth Schlachter Family Trust	Black Raven Energy, Inc.	2/27/2011	8N	43W	31	E/2SW/4, Lot 3 (NW/4SW/4, 44.17 acres), Lot 4 (SW/4SW/4, 44.32 acres)			232423	Phillips	CO
U.S. Ag Bank, FCB fka Farm Credit Bank of Wichita, Wichita Kansas (Lease No. 08-095-08-004)	PRB Oil & Gas, Inc.	10/10/2008	8N	43W	31	SW/4			228818	Phillips	CO
U.S. Ag Bank, FCB fka Farm Credit Bank of Wichita, Wichita Kansas (Lease No. 08-095-08-005)	PRB Oil & Gas, Inc.	10/10/2008	8N	43W	32	NW/4			228819	Phillips	CO
Lawrence and Clara Heermann Family Trust	Amirmex, Inc.	5/3/2001	8N	43W	32	SE/4		276	215356	Phillips	CO
U.S. Ag Bank, FCB fka Farm Credit Bank of Wichita, Wichita Kansas (Lease No. 08-095-08-006)	PRB Oil & Gas, Inc.	10/10/2008	8N	43W	32	SW/4			228820	Phillips	CO



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Allen B. Raifert, a married man dealing in his sole and separate property	Black Raven Energy, Inc.	3/12/2011	8N	43W	32	W/2			232242	Phillips	CO
STR Investments, Inc.	Amimex, Inc.	5/9/2001	8N	44W	1	Lot 1 (NE/4NE/4; 50.35 acre), Lot 2 (NW/4NE/4; 49.82 acres) Lot3 (NE/4NW/4; 49.26 acres), E/2NE/4	276	563	215563	Phillips	CO
Brinkema Farms, Limited Partnership	Amimex, Inc.	3/21/2001	8N	44W	1	NW/4, Lot 4 (Lot 4 of the NW/4; 48.73 acres)	275	523	215121	Phillips	CO
ST CO-7546.1	Amimex, Inc.	8/16/2001	8N	44W	1	S/2	277	557	215994	Phillips	CO
SJR Investments, Inc.	Amimex, Inc.	5/9/2001	8N	44W	1	W/2NE/4	276	556	215559	Phillips	CO
M & L Olljenbruns Farms, Inc., a Colorado Corporation	Amimex, Inc.	4/30/2001	8N	44W	2	NW/4, S/2 less a tract of land equaling 10 acres described as SW/4SW/4SW/4	276	118	215370	Phillips	CO
Daniel J Kaup, TC	Black Raven Energy, Inc.	12/30/2011	8n	44w	3	S/2			233966	Phillips	CO
Flatland Base, Ltd, a Colorado limited Partnership	Black Raven Energy, Inc.	11/17/2009	8N	44W	10	NE/4			230325	Phillips	CO
Warren Royalty Trust represented herein by Daniel Pederson as Trustee	Black Raven Energy, Inc.	3/10/2011	8N	44W	10	NE/4			232841	Phillips	CO
M & L Olljenbruns Farms, Inc., a Colorado Corporation	Amimex, Inc.	4/30/2001	8N	44W	10	NW/4	276	118	215370	Phillips	CO
Flatland Base, Ltd, a Colorado limited Partnership	Amimex, Inc.	2/2/2001	8N	44W	11	NE/4, NW/4	275	300	215018	Phillips	CO
M & L Olljenbruns Farms, Inc., a Colorado Corporation	Amimex, Inc.	4/30/2001	8N	44W	11	SW/4	276	118	215370	Phillips	CO
M & L Olljenbruns Farms, Inc., a Colorado Corporation	Amimex, Inc.	4/30/2001	8N	44W	12	NE/4	276	118	215370	Phillips	CO
Dalton Pillard Trust B c/o Ruth Pillard, Trustee	Amimex, Inc.	2/9/2001	8N	44W	12	NW/4	275	547	215129	Phillips	CO
Ruth Pillard, a widow, signing on her sole and separate property	Amimex, Inc.	2/9/2001	8N	44W	12	NW/4	280	836	217319	Phillips	CO
Milton Olljenbruns, a married man dealing in his sole and separate property	Amimex, Inc.	4/30/2001	8N	44W	13	S/2NW/4, SW/4	276	77	215349	Phillips	CO
M & L Olljenbruns Farms, Inc., a Colorado Corporation	Amimex, Inc.	4/30/2001	8N	44W	13	E/2, N/2NW/4	276	118	215370	Phillips	CO



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M & L Oltjenbruns Farms, Inc., a Colorado Corporation	Amirmex, Inc.	4/30/2001	8N	44W	15	E/2	276	118	215370	Phillips	CO
M & L Oltjenbruns Farms, Inc., a Colorado Corporation	Amirmex, Inc.	4/30/2001	8N	44W	22	N/2	276	118	215370	Phillips	CO
M & L Oltjenbruns Farms, Inc., a Colorado Corporation	Amirmex, Inc.	4/30/2001	8N	44W	22	SE/4	276	118	215370	Phillips	CO
M & L Oltjenbruns Farms, Inc., a Colorado Corporation	Amirmex, Inc.	4/30/2001	8N	44W	23	ALL	276	118	215370	Phillips	CO
Elton Oltjenbruns and Eunice Oltjenbruns, Tenants in Common	Amirmex, Inc.	4/30/2001	8N	44W	24	NE/4	276	121	215371	Phillips	CO
C & B Stout Trust	Black Raven Energy, Inc.	5/20/2011	8N	44W	25	SW/4			232699	Phillips	CO
ST CO-7501.1	Amirmex, Inc.	5/17/2001	8N	44W	36	ALL	276	899	215702	Phillips	CO
Richard H. Lebsack and Mary Lou Lebsack, individually and as husband and wife	Amirmex, Inc.	3/30/2001	9N	43W	21	NE/4	275	699	215196	Phillips	CO
Ronald L. Harold and Sharon M. Harold, husband and wife	Clark D. Crawford	8/20/2001	9N	43W	21	NW/4	278	135	216236	Phillips	CO
Jenet L. Enninga aka Janet L. Enninga, a married woman dealing in her sole and separate property	Lance Oil & Gas Company, Inc.	5/5/2003	9N	43W	21	SW/4			219479	Phillips	CO
Derek L. Dirks and Mariene J. Dirks, husband and wife	Amirmex, Inc.	4/9/2001	9N	43W	22	NE/4 and the North 200 feet of the SE/4			221005	Phillips	CO
David Dirks and Julie Dirks, husband and wife	Amirmex, Inc.	4/9/2001	9N	43W	22	NW/4	275	703	215198	Phillips	CO
Steven K. Schlachter, a single man	Amirmex, Inc.	2/28/2001	9N	43W	22	SE/4, less and except the North 200 feet of the SE/4.	275	572	215143	Phillips	CO
Dudden Elevator, Inc., a Nebraska Corporation, represented herein by Richard A. Dudden, President	Lance Oil & Gas Company, Inc.	5/7/2003	9N	43W	22	SW/4			219592	Phillips	CO
Carolyn Cook and Hilda L. Cook, as Joint Tenants	PRB Oil & Gas, Inc.	5/29/2008	9N	43W	27	E/2			228112	Phillips	CO
Flame Royalties, Inc.	Lance Oil & Gas Company, Inc.	7/25/2003	9N	43W	27	NW/4			219980	Phillips	CO



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Patricia A. Olson, a single woman	Lance Oil & Gas Company, Inc.	6/16/2003	9N	43W	27	NW/4			219727	Phillips	CO	
Christine Rosenbach, a married woman dealing in her sole and separate property	Black Raven Energy, Inc.	6/16/2011	9N	43W	27	SE/4			232852	Phillips	CO	
Warren Royalty Trust represented herein by Daniel Pederson as Trustee	Black Raven Energy, Inc.	3/10/2011	9N	43W	27	SW/4 and the E/2			232841	Phillips	CO	
Evelyn R. Franson	Amirmex, Inc.	9/12/2001	9N	43W	28	NE/4			222767	Phillips	CO	
Jenet L. Erninga aka Janet L. Erninga, a married woman dealing in her sole and separate property	Lance Oil & Gas Company, Inc.	5/5/2003	9N	43W	28	NW/4			219479	Phillips	CO	
Virginia L. Brinkema	Black Raven Energy, Inc.	6/3/2011	9N	43W	28	S/2			232889	Phillips	CO	
David Lee Dirks	Black Raven Energy, Inc.	6/3/2011	9N	43W	28	S/2			232890	Phillips	CO	
Todd Dishman and Tony R. Dishman, husband and wife	Lance Oil & Gas Company, Inc.	1/28/2005	9N	43W	29	A parcel in the N/2NE/4 containing 2.50 acres, more or less as more particularly described in Warranty Deed at Reception No. 214875 of the public records of Phillips County, Colorado			223567	Phillips	CO	
Margie Fulscher, a married woman dealing in her sole and separate property	Amirmex, Inc.	3/16/2001	9N	43W	29	N/2NE/4, NW/4 less a parcel of land in the NE/4 more particularly described as beginning at the NE Corner of said Section 29-9N-43W; Thence S 00°06'10" W along the east line of said Section 29-210.0 feet; Thence S 89°12'00" W, 518.6 feet; Thence N 00°06'10" E, 210.0 feet; Thence N 89°12'00" E along the north line of said Section 29, 518.6 feet back to the True Point of Beginning being a total area of 2.50 acres more or less (240.00 acres)	275	355	215042	Phillips	CO	
Dale D. Ozman and Lola L. Ozman, as Co-Trustees of the Lola L. Ozman Trust	Clark D. Crawford	2/1/2002	9N	43W	29	S/2NE/4, S/2			280	735	217277	Phillips
Lola L. Ozman and Dale D. Ozman, as Co-Trustees of the Lola L. Ozman Trust	Clark D. Crawford	2/1/2002	9N	43W	29	S/2NE/4, S/2			280	738	217278	Phillips
Delvin A. Claymon and Shirley E. Claymon, Co-Trustees of the Delvin A. Claymon and Shirley E. Claymon Revocable Trust	Amirmex, Inc.	2/19/2001	9N	43W	30	E/2W/2, Lot 1 (NW/4NW/4; 40.64 acres) Lot 2 (SW/4NW/4; 40.76 acres) Lot 3 (NW/4SW/4; 40.82 acres) Lot 4 (SW/4SW/4; 40.91 acres)			275	327	215028	Phillips
Joseph A. Crowder and Debra S. Crowder, husband and wife	Amirmex, Inc.	2/19/2001	9N	43W	31	SW/4			275	317	215023	Phillips
Brinkema Farms, Limited Partnership	Amirmex, Inc.	3/21/2001	9N	43W	31	SW/4 NE/4, SE/4			275	529	215123	Phillips



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Brinkema Farms, Limited Partnership	Amirmex, Inc.	3/21/2001	9N	43W	32	N/2	275	532	215124	Phillips	CO
Jane Krueger, a widow	Clark D. Crawford	8/28/2001	9N	43W	32	SE/4, less a 6.84 acre tract described in Book 253, Page 76	278	7	216196	Phillips	CO
Glenda S. Mills, a married woman dealing in her sole and separate property	Amirmex, Inc.	5/15/2001	9N	43W	33	E/2	276	614	215587	Phillips	CO
Kathleen J. Folkers, a married woman dealing in her sole and separate property	Amirmex, Inc.	5/15/2001	9N	43W	33	E/2	276	612	215586	Phillips	CO
Nancy L. Claymon, a single woman dealing in her sole and separate property	Amirmex, Inc.	5/15/2001	9N	43W	33	E/2	276	538	215550	Phillips	CO
Sharleen J. Woodding, a married woman dealing in her sole and separate property	Amirmex, Inc.	5/15/2001	9N	43W	33	E/2	276	540	215551	Phillips	CO
Verdis G. Vieselmeyer and Pamela S. Vieselmeyer, husband and wife	Amirmex, Inc.	6/4/2001	9N	43W	33	E/2	276	127	215373	Phillips	CO
Dorothy A. Jung, a widow	Clark D. Crawford	8/27/2001	9N	43W	33	NW/4	277	957	216168	Phillips	CO
Joyce E. Baker and Dwight A. Baker, wife and husband	Lance Oil & Gas Company, Inc.	10/31/2006	9N	43W	33	NW/4			225849	Phillips	CO
Peggy A. Cline and Steven E. Cline, wife and husband	Lance Oil & Gas Company, Inc.	10/31/2006	9N	43W	33	NW/4			225850	Phillips	CO
Terry L. Wood and Paul D. Wood, wife and husband	Lance Oil & Gas Company, Inc.	12/14/2006	9N	43W	33	NW/4			226057	Phillips	CO
Audrey G. Murray, dealing in her sole and separate property	Amirmex, Inc.	2/26/2001	9N	43W	34	N/2, NW/4SW/4	275	353	215041	Phillips	CO
C & B Stout Trust	Black Raven Energy, Inc.	5/20/2011	9N	44W	25	E/2			232899	Phillips	CO
Flatland Base, Ltd, a Colorado limited Partnership	Amirmex, Inc.	2/2/2001	9N	44W	25	W/2	275	300	215018	Phillips	CO
Joseph A. Crowder and Debra S. Crowder, husband and wife	Amirmex, Inc.	2/19/2001	9N	44W	26	W/2	275	317	215023	Phillips	CO
Delton Pillard Trust B c/o Ruth Pillard, Trustee	Amirmex, Inc.	2/9/2001	9N	44W	33	ALL	275	547	215129	Phillips	CO



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Ruth Pillard, a widow, signing on her sole and separate property	Anirmex, Inc.	2/9/2001	9N	44W	33	ALL	275	549	215131	Phillips	CO
Flatland Base, Ltd, a Colorado limited Partnership	Anirmex, Inc.	2/2/2001	9N	44W	35	NE/4, SE/4	275	300	215018	Phillips	CO
Edith Lindstrom	Black Raven Energy, Inc.	5/25/2011	9N	44W	35	NW/4			232769	Phillips	CO
Clyde D. Einspahr and Phyllis J. Einspahr, husband and wife	Clark D. Crawford	1/29/2002	9N	44W	35	SW/4	280	455	217152	Phillips	CO
ST CO-7602.1	Anirmex, Inc.	5/17/2001	9N	44W	36	ALL	276	905	215703	Phillips	CO

EXHIBIT B

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by and among EnerJex Resources, Inc., EnerJex Kansas, Inc., Working Black Sable Energy,
LLC, Black Raven Energy, Inc., and Adena, LLC, collectively as "Assignor", and
PCR Holdings LLC, as "Assignee"

WELLS

[Attached]



EXHIBIT B
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api_num	Well Name	#	Qtr.	Otr.	Sec.	Twp.	Range	Well Status	Field Name	COUNTY	STATE	Operator
095 06083	DIRKS	5-22	SWNW	22	9N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06094	DIRK S DISPOSAL	1-22	SWNW	22	9N	43W	IJ	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06127	ENNINGA	943-21-14	SWSW	21	9N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06077	ENNINGA	12-21	NWSW	21	9N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06091	FRANSON	1-28	NENE	28	9N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06137	FULSCHER	943-29-31	NWNE	29	9N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06128	HAROLD	943-21-22	SENE	21	9N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06075	HAROLD	4-21	NWNW	21	9N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06126	LEBSACK	943-21-42	SENE	21	9N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06076	LEBSACK	7-21	SWNE	21	9N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06138	OLSON	943-27-12	SWNW	27	9N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06069	OLSON	4-27	NWNW	27	9N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06088	OLTJENBRUNS	3-6	NENW	6	8N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06132	OZMAN	943-29-13	NWSW	29	9N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06074	OZMAN	16-29	SESE	29	9N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06073	SCHLACHER	10-22	NWSE	22	9N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06070	SCHLACHER	13-22	SWSW	22	9N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06131	SCHLACHER	943-22-23	NESW	22	9N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06130	SCHLACHER	943-22-44	SESE	22	9N	43W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06090	STR	3-1	NENW	1	8N	44W	PR	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	
095 06040	ORTNER	1	NWSW	1	7N	44W	TA	AMHERST	PHILLIPS	CO	BLACK RAVEN ENERGY, INC.	

EXHIBIT C

Attached to and made part of that certain
Assignment, Bill of Sale and Conveyance dated May 10, 2017
by and among EnerJex Resources, Inc., EnerJex Kansas, Inc., Working Black Sable Energy,
LLC, Black Raven Energy, Inc., and Adena, LLC, collectively as "Assignor", and
PCR Holdings LLC, as "Assignee"

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1. That certain Deed of Trust, Mortgage, Security Agreement, Financing Statement and Assignment of Production and Revenues, dated as of October 2, 2015, to Chris D. Cowan, as "Trustee" thereunder, for the benefit of Texas Capital Bank, N.A. (the "Original Agent"), as the "Mortgagee" thereunder and the beneficiary thereof, recorded in the real property records of Frio County, Texas as of October 27, 2015, as Instrument No. 0144900 at Volume 191 Page 805, as the same has been amended, restated, supplemented, or otherwise modified from time to time, with respect to the real property described more specifically on Exhibit A-1 and Exhibit A-2 attached thereto.
2. That certain Deed of Trust, Mortgage, Security Agreement, Financing Statement and Assignment of Production and Revenues, dated as of August 31, 2012, to Chris D. Cowan, as "Trustee" thereunder, for the benefit of Original Agent, as the "Mortgagee" thereunder and the beneficiary thereof, recorded in the real property records of Atascosa County, Texas as of September 6, 2012, as Instrument No. 134723, as amended by that certain First Amendment to Deed of Trust, Mortgage, Security Agreement, Financing Statement and Assignment and Production of Revenues dated as of October 2, 2015, by Mortgagor for the benefit of Original Agent recorded in the real property records of Atascosa County, Texas as of September 6, 2012, as Instrument No. 166280; as each may be further amended, restated, supplemented, or otherwise modified from time to time, with respect to the real property described more specifically therein.
3. That certain Deed of Trust, Mortgage, Security Agreement, Financing Statement and Assignment of Production and Revenues, dated as of September 30, 2013, to Chris D. Cowan, as "Trustee" thereunder, for the benefit of Original Agent, as the "Mortgagee" thereunder and the beneficiary thereof, recorded in the real property records of: (i) Morgan County, Colorado as of October 8, 2013, as Instrument No. 884656, (ii) Phillips County, Colorado as of October 8, 2013 as Instrument No. 236681 and (iii) Sedgwick County, Colorado as of October 7, 2013 as Instrument No. 199157; as each may be further amended, restated, supplemented, or otherwise modified from time to time, with respect to the real property described more specifically on Exhibit A-1 and Exhibit A-2 attached thereto.
4. That certain Deed of Trust, Mortgage, Security Agreement, Financing Statement and Assignment of Production and Revenues, dated as of October 2, 2015, to Chris D. Cowan, as "Trustee" thereunder, for the benefit of Original Agent, as the "Mortgagee" thereunder and the beneficiary thereof, recorded in the real property records of: (i) Phillips County, Colorado, as of October 22, 2015, as Instrument No. 239378; and (ii)



Sedgwick County, Colorado, as of October 22, 2015, as Instrument No. 200834; as each may be further amended, restated, supplemented, or otherwise modified from time to time, with respect to the real property described more specifically on Exhibit A-1 and Exhibit A-2 attached thereto.