

- (6) any other Leases, Contracts, Wells and Facilities, of Assignor located in Section 16-12N-17W, Custer County, Oklahoma, whether or not described in the Exhibits attached hereto, or that are incorrectly described in the Exhibits attached hereto.

TO HAVE AND TO HOLD the Properties, together with all and singular rights, hereditaments, and appurtenances thereto in any wise belonging unto Assignee and Assignee's successors and assigns, forever, subject, however, to the following reservations, encumbrances, terms and conditions and other matters set forth herein in this Assignment.

Assignor shall not be liable or responsible in any way for any costs or liabilities relating to or arising from the use or ownership of the Properties, including, but not limited to, costs or liabilities, including sales and use tax, incurred by the Assignee or Assignee's successors, assigns or agents attributable to Assignee's operations on or after the Effective Date of this Assignment affecting the Properties, the Leases or the lands covered or pooled therewith or production therefrom.

This Assignment is made subject to the terms and provisions of the Leases and Contracts; however, nothing in this Assignment shall be deemed to ratify, revive or recognize any right, title or interest that is otherwise ineffective or unenforceable.

This Assignment is accepted subject to, and Assignee agrees to assume and perform, any and all liabilities and obligations, including alleged or threatened liabilities and obligations, of Assignor attributable to the Properties or arising under existing oil and gas leases, assignments, operating agreements, product purchase and sale contracts, surface leases, permits, rights-of-way, licenses, easements, options, orders, and any other agreement or contract attributable to or affecting the Properties, whether such liability or obligation is attributable to a date before, on or after the Effective Date, including, but not limited to, (i) any and all obligations to pay and deliver royalties, overriding royalties, non-participating royalties, and other burdens on production, (ii) any and all obligations relating to the custody, administration, and disbursement of suspended funds attributable to the Properties that are transferred to Assignee under this Assignment, (iii) any and all obligations relating to ad valorem taxes assessed against the Properties for tax year 2016 and later, (iv) any and all obligations relating to sales and use tax levied as a result of this Assignment (v) any and all obligations relating to or arising out of the condition of the Properties or balancing of overproduction or underproduction from the Properties, including but not limited to, the lawful plugging and abandonment of oil and gas wells and the restoration of the surface or subsurface of the land as nearly as possible to its prelease conditions, whether or not such liabilities or obligations, or alleged or threatened liabilities and obligations, are caused by Assignor's negligence or strict liability and whether or not such liabilities and obligations, or alleged or threatened liabilities and obligations, arose during the period before, during the period of, from, or in connection with Assignor's ownership or operation of the Properties. Notwithstanding the foregoing, to the extent that such payments are attributable to a period prior to the Effective Date, Assignor and Assignee specifically agree that Assignor shall pay or reimburse Assignee for payment of (i) all royalties, overriding royalties, non-participating royalties, and other burdens on production, (ii) any and all obligations relating to the custody, administration, and disbursement of suspended funds attributable to the Properties, and (iii) any and all obligations relating to ad valorem taxes assessed against the Properties. Without limitation of the foregoing, Assignee agrees to assume and perform any and all of the liabilities and obligations, or alleged or threatened liabilities or

obligations, of Assignor for claims, losses, damages, costs, expenses, diminutions of value, suits, and causes of action of any kind or character, with respect to the environmental condition of the Properties or compliance with applicable environmental laws and regulations, regardless of the occurrence date of the event causing the condition(s) to exist and whether or not such event was caused by or attributable to Assignor's negligence or strict liability. **Assignee releases, agrees not to sue or take any other action against and shall, to the fullest extent permitted by law, protect, defend, indemnify and hold Assignor and its affiliates, directors, officers, employees, agents and representatives of each of them, harmless from and against any and all claims, losses, damages, costs, expenses, diminutions in value, suits, causes of action or judgments of any kind or character with respect to any and all liabilities and obligations or alleged or threatened liabilities and obligations, including, but not limited to, any interest, penalties, attorney's fees, and other costs and expenses incurred in connection with the investigation of or defending against any claims or actions, whether or not resulting in any liability, attributable to or arising out of (i) ownership or operation of the Properties before, on or after the Effective Date, and (ii) Assignee's assumption of any liability or obligation in accordance with this paragraph.**

THE AGREEMENT NOT TO SUE, INDEMINIFICATION, RELEASE AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS ASSIGNMENT SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE ACTIVE, PASSIVE, JOINT, SOLE, OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY, OR OTHER FAULT OF ASSIGNOR (EXCLUDING, HOWEVER, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), AS WELL AS CLAIMS RESULTING FROM OR RELATED TO A PRE-EXISTING DEFECT ON, UNDER OR ASSOCIATED WITH THE PROPERTIES, WHETHER PATENT OR LATENT. THE PARTIES STIPULATE THAT THIS SECTION COMPLES WITH THE EXPRESS NEGLIGENCE RULE.

Anything herein to the contrary notwithstanding, with respect to claims, liabilities, causes of action and obligations **arising or accruing before** the Effective Date hereof, Assignee shall assume and perform, and Assignee shall indemnify and hold Assignor harmless from the same insofar, and only insofar, as they are directly related to environmental defects or conditions upon the Properties. Assignor shall remain responsible, and shall not be indemnified by Assignee, for any non-environmental claims or obligations arising or accruing before the Effective Date.

DISCLAIMER OF WARRANTIES: **ASSIGNOR AND ASSIGNEE AGREE THAT THE PROPERTIES ARE CONVEYED BY ASSIGNOR "AS IS, WHERE IS" IN THEIR PRESENT CONDITION WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ASSIGNOR HAS NOT MADE, DOES NOT HEREBY MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, CONCERNING OR WITH RESPECT TO THE PROPERTIES INCLUDING, BUT LIMITED TO (AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING), THE FOLLOWING:**

- (1) THE EXISTENCE, RECOVERABILITY OR COST OF RECOVERY, VALUE OR EXTENT OF OIL, GAS OR MINERAL RESERVES; THE ABILITY TO SELL OIL OR GAS PRODUCTION AFTER THE EFFECTIVE DATE; AND THE INCOME THAT MAY BE DERIVED FROM ANY OF TH EPROPERTIES;

- (2) THE SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTIES FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON OR THEREWITH;
- (3) THE QUALITY OF THE CONSTRUCTION, ENGINEERING, DESIGN, MANUFACTURE, OR MAINTENANCE OF THE EQUIPMENT;
- (4) THE COMPLIANCE OF ASSIGNOR'S PAST PRACTICES WITH THE TERMS AND PROVISIONS OF THE LEASES, THE CONTRACTS, AND ANY APPLICABLE LAWS, INCLUDING ENVIRONMENTAL LAWS AND LAWS RELATING TO THE PROTECTION OF NATURAL RESOURCES; AND
- (5) THE ENVIRONMENTAL CONDITION OF THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OR ABSENCE FROM THE PROPERTIES OF ENVIRONMENTAL CONTAMINANTS.

Anything herein to the contrary notwithstanding, any warranties from any third parties in favor of Assignor with respect to, or in any way relating to, the Properties shall, to the extent transferrable, be transferred to Assignee by virtue of this Assignment and Bill of Sale.

This Assignment may be executed in one or more counterparts, each of which shall be binding on the parties executing same. If counterparts of this Assignment are executed, the signature and acknowledgment pages from each counterpart may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.

Signature Page to Follow

IN WITNESS WHEREOF, this instrument has been executed by each party hereto on the date of its respective acknowledgement, but is effective for all purposes as of the Effective Date.

ASSIGNOR:

Robert R. Klabzuba

BY: *Robert R. Klabzuba*

Printed Name ROBERT R. KLABZUBA

Title OWNER

ASSIGNOR ACKNOWLEDGEMENT

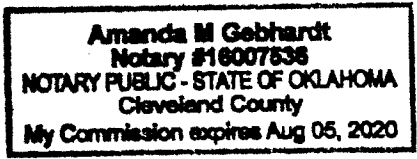
State of Oklahoma)
) ss.
County of)

On this 15th day of November, 2016, before me, a Notary Public, in and for the county and state above mentioned, personally appeared **Robert R., Klabzuba** known to me to be the identical person who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Amanda M. Gebhardt
Notary Public
My Commission Expires: Aug 05, 2020

[SEAL]



ASSIGNEE:
Clinton Public Works Authority

By: _____

Printed Name: David Berrong

Title: Chairman, Clinton Public Works Authority

ASSIGNEE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)
COUNTY OF CUSTER)

On this _____ day of _____, 2016, before me, a Notary Public, in and for the county and state above mentioned, personally appeared David Berrong, known to me to be the identical person who executed the foregoing instrument as Chairman of **Clinton Public Works Authority**, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such entity for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public
My Commission Expires: _____

[SEAL]

EXHIBIT "A"

Attached to and made a part to that certain Assignment and Bill of Sale effective September 15, 2016 by and between Robert R. Klabzuba, (Assignor) and Clinton Public Works Authority (Assignee)

Lessor	Lessee	Lease date	Record by	Book	Page	St	County	TWN	RNG	Sec
GRACE BIL YEU AND CASPER BILL YEU, HER HUSBAND	OK WEST MINERAL PROPERTIES, INC.	2/23/1982	OG	507	547	OK	CUSTER	12N	17W	16
EDNA GIBSON AND FLOYD GIBSON, HER HUSBAND	OK WEST MINERAL PROPERTIES, INC.	2/23/1982	OG	505	757	OK	CUSTER	12N	17W	16
HOWARD KLUMP AND BILLIE KLUMP, HUSBAND AND WIFE	LEE OIL PROPERTIES, INC.	1/6/1983	OG	542	134	OK	CUSTER	12N	17W	16
BRUCE PINION AND BEGGY J. PINION, HUSBAND AND WIFE	LEE OIL PROPERTIES, INC.	1/12/1983	OG	543	97	OK	CUSTER	12N	17W	16
GERALD M. KLEMKE AND EDNA J. KLEMKE, HUSBAND AND WIFE	LEE OIL PROPERTIES, INC.	6/1/1983	OG	568	611	OK	CUSTER	12N	17W	16
MILDRED VOGT, A WIDOW	LEE OIL PROPERTIES, INC.	8/4/1983	OG	574	284	OK	CUSTER	12N	17W	16
COMM. ORDER #239206	ANDERMAN/SMITH OPERATING COMPANY	5/31/1983	OG			OK	CUSTER	12N	17W	16
HARRY HOGAN, A WIDOWER	S.J. CULLEY	3/12/1980	OG	427	450	OK	CUSTER	12N	17W	16
PANHANDLE ROYALTY COMPANY	AN-SON CORPORATION	1/3/1983	OG	540	669	OK	CUSTER	12N	17W	16
ROBERT J. HUDDLESTONE AND LOIS L. HUDDLESTONE, HUSBAND AND WIFE AS JOINT TENANTS	D.A. BASH AND ASSOCIATES, INC.	1/10/1983	OG	548	306	OK	CUSTER	12N	17W	16
VOGT CONSTRUCTION COMPANY	BASH AND ASSOCIATES, INC.	1/10/1983	OG	542	129	OK	CUSTER	12N	17W	16
EUGENE E. CRITES AND BONNIE L. CRITES, HUSBAND AND WIFE AS JOINT TENANTS	D.A. BASH AND ASSOCIATES, INC.	1/10/1983	OG	540	665	OK	CUSTER	12N	17W	16
HOLLY ANN BOYD	D.A. BASH AND ASSOCIATES, INC.	1/7/1983	OG	548	309	OK	CUSTER	12N	17W	16
JAMES L. EVANS AND MARY E. EVANS, HUSBAND AND WIFE AS JOINT TENANTS	D.A. BASH AND ASSOCIATES, INC.	1/7/1983	OG	540	140	OK	CUSTER	12N	17W	16
SUCCESSORS IN INTEREST TO WOOD REYNOLDS, DECEASED, ALLOTTEE 176, CHEYENNE-ARAPAHO TRIBE, BIA 14-20-205-8713	J.O. BASLEY	9/21/1982	OG	538	391	OK	CUSTER	12N	17W	16
SUCCESSORS IN INTEREST TO WOOD REYNOLDS, DECEASED, ALLOTTEE 176, CHEYENNE-ARAPAHO TRIBE, BIA 14-20-205-8714	J.O. BASLEY	9/21/1982	OG	538	398	OK	CUSTER	12N	17W	16
HARTZOG, CONGER, CASON AND HARGIS	ANDERMAN/SMITH OPERATING COMPANY	5/22/1991	OG	838	148	OK	CUSTER	12 N	17W	16

EXHIBIT "B"

Attached to and made a part of that certain Assignment and Bill of Sale effective September 15, 2016, to the wellbore only in and to the following described property, by and between Robert R. Klabzuba ("Assignor") and Clinton Public Works Authority ("Assignee").

**HEARD 3-16
SW/4 OF SECTION 16-12N-17W
CUSTER COUNTY, OKLAHOMA**

API NUMBER 3503921706