KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1370406

Form T-1
July 2014
Form must be Typed
Form must be Signed
All blanks must be Filled

REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT

Form KSONA-1.	Contification of (Compliance	with the	Vanaaa	Curfaga	Ourman	Matification	- A
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MUST be submit	vith the Kansas Surface Owner Notification Act, ted with this form.
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:
Gas Gathering System:	Lease Name:
Saltwater Disposal Well - Permit No.: Spot Location: feet from N / S Line	Sec Twp R E W
	Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells **	Production Zone(s):
Field Name:	
** Side Two Must Be Completed.	Injection Zone(s):
Surface Pit Permit No.:	feet from N / S Line of Section feet from E / W Line of Section Haul-Off Workover Drilling
Past Operator's License No.	Contact Person:
Past Operator's Name & Address:	Phone:
	Date:
Title:	Signature:
New Operator's License No	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
	Date:
Title:	Signature:
	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation above injection well(s) or pit permit.
is acknowledged as	is acknowledged as
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit
Permit No.: Recommended action:	permitted by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC



Side Two Must Be Filed For All Wells

API No. (YR DRLD/PRE '67)			Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
	<i>Circle</i> FSL/FNL	<i>Circle</i> FEL/FWL		
	FSL/FNL	FEL/FWL		
		FEL/FWL		
	(YR DRLD/PRE '67)	(YR DRLD/PRE '67) (i.e. FSL = Feet from S	(YR DRLD/PRE '67) (i.e. FSL = Feet from South Line)	(YR DRLD/PRE '67) (i.e. FSL = Feet from South Line) (Olt/Gas/INJ/WSW)

A separate sheet may be attached if necessary

* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

	ON OF COMPLIANCE WITH THE FACE OWNER NOTIFICATION ACT	Form must be Signed All blanks must be Filled
T-1 (Request for Change of Operator Transfe	C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protecti er of Injection or Surface Pit Permit); and CP-1 (Well F ithout an accompanying Form KSONA-1 will be returr	Plugging Application).
Select the corresponding form being filed: C-1 (Inte	ent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Trans	sfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:	
Name:	Sec Twp	S. R East West
Address 1:	County:	

Lease Name: ____

If filing a Form T-1 for mult	tiple wells on a lease	, enter the legal description of
the lease below:		

____ Well #: ____

KANSAS CORPORATION COMMISSION **OIL & GAS CONSERVATION DIVISION**

1370406

July 2014 Form Must Be Typed

Form KSONA-1

Surface Owner Information:

_____ State: _____ Zip: ____+ __ __

Phone: (_____) _____ Fax: (_____) _____

Address 2: ____

Contact Person:

Email Address:

City:

Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

_____ Signature of Operator or Agent: ______ Title: ______ Date:

ASSIGNMENT OF OIL, GAS AND OTHER MINERALS LEASES, DEED AND BILL OF SALE

This Assignment of Oil, Gas and Other Minerals Leases, Deed and Bill of Sale (this "Assignment") dated effective as of July 1, 2017 at 7:00 a.m. local time where the assigned properties are located (the "Effective Time"), is from Lime Rock Resources II-A, L.P., a Delaware limited partnership, whose address is 1111 Bagby Street, 46th Floor, Houston, Texas 77002 and Lime Rock Resources II-C, L.P., a Delaware limited partnership, whose address is 1111 Bagby Street, 46th Floor, Houston, Texas 77002 (collectively, "Assignor") to Edison Operating Company, LLC, a Kansas limited liability company, whose address is 8100 East 22nd Street North, Building 1900, Wichita, Kansas 67226 ("Assignee"). Assignor and Assignee are sometimes collectively referred to as the "Parties" and each referred to individually as a "Party."

Subject to the terms of this Assignment, for one hundred dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains and conveys to Assignee all of Assignor's rights, titles and interests in and to the following (the "Assigned Interests"):

A. All of the oil and gas leases, oil, gas and mineral leases, subleases and other leaseholds, carried interests, mineral fee interests, overriding royalty interests, net profits overriding royalty interests, reversionary rights, farmout rights, options, and other properties and interests described on Exhibit A, subject to such depth limitations and other restrictions and limitations as may be set forth on Exhibit A or in the instruments that constitute (or are assignments or conveyances in the chain of title to) the foregoing properties and interests (collectively, the "Leases"), together with, subject to such limitations and restrictions, each and every kind and character of right, title, claim, and interest that Assignor has in and to the Leases, the lands covered by the Leases or pooled, unitized, communitized or consolidated therewith (such lands covered by the Leases or pooled, unitized, communitized or consolidated therewith being hereinafter referred to as the "Lands");

B. All oil, gas, water, CO2 or injection wells located on or within the geographical boundaries of the Lands, whether producing, shut-in, plugged or abandoned, and including the wells shown on Exhibit A-1 attached hereto (whether or not located on the Lands) (the "Wells");

C. Any pools or units which include any portion of the Lands or all or a part of any Leases or any Wells, including those pools or units referred to on Exhibit A-1 (the "Units", such Units together with the Leases, Lands and Wells, or in cases when there is no Unit, the Leases together with the Lands and Wells, being hereinafter referred to collectively as the "Properties" and individually as a "Property"), and including all interest of Assignor in Hydrocarbon production from any such Unit, whether such Unit Hydrocarbon production comes from Wells located on or off of a Lease, and all tenements, hereditaments and appurtenances belonging to the Leases and Units;

D. All contracts, agreements and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties (but in each case only to the extent applicable to the Properties and not other properties of Assignor not included in the Assigned Interests), including those agreements and instruments identified on Schedule 1.2(d) to the PSA, described below (hereinafter collectively referred to as the "Contracts"), provided that "Contracts" shall exclude (i) any master service agreements, (ii) any contracts, agreements and instruments to the extent transfer is (A) restricted by their respective terms or third-party agreement, or (B) subject to payment of a fee or other consideration under any license agreement or other agreement, and for which no consent to transfer has been received or for which Assignee has not agreed in writing to pay the fee or other consideration, as applicable and (iii) the instruments constituting the Leases, Surface Contracts and the assignments or conveyances in Assignor's chain of title to the Leases;

E. All easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights appurtenant to, and used or held for use primarily in connection with, the Properties, including those identified on Schedule 1.2(e) to the PSA (hereinafter collectively referred to as the "Surface Contracts"), provided that "Surface Contracts" shall exclude any permits and other appurtenances to the extent transfer is (i) restricted by their respective terms or third-party agreement, or (ii) subject to payment of a fee or other consideration under any license agreement or other agreement, and for which no consent to transfer has been received or for which Purchaser has not agreed in writing to pay the fee or other consideration, as applicable;

F. All equipment, machinery, fixtures and other tangible personal property and improvements located on the Properties and used or held for use primarily in connection with the operation of the Properties, including any wells, tanks, boilers, buildings, fixtures, injection facilities, saltwater disposal facilities, compression facilities, pumping units and engines, flow lines, pipelines, gathering systems, gas and oil treating facilities, machinery, power lines, telephone and telegraph lines, roads, and other appurtenances, improvements and facilities, but excluding the items expressly identified on Exhibit A-2 (subject to such exclusions, the "Equipment");

G. All Hydrocarbons as defined in the PSA produced from or attributable to the Properties from and after the Effective Time;

H. All Imbalances shown on Schedule 1.2(h) to the PSA;

I. Copies of all of the following items, subject to Section 1.5 of the PSA, all lease files, land files, well files, gas and oil sales contract files, gas processing files, division order files. abstracts, title opinions, land surveys, non-confidential logs, maps, engineering data and reports, and files and all other books, records, data, files, maps and accounting records to the extent related to the Assigned Interests, or used or held for use primarily in connection with the maintenance or operation thereof, but excluding (i) any books, records, data, files, maps and accounting records to the extent disclosure or transfer is restricted by third-party agreement or applicable Law and the necessary consents to transfer are not obtained pursuant to Section 3.5 of the PSA, or subjected to payment of a fee or other consideration by any license agreement or other agreement, or by applicable Law, and for which no consent to transfer has been received or for which Purchaser has not agreed in writing to pay the fee or other consideration, as applicable;

(ii) computer software; (iii) all legal records and legal files of Assignor, work product of Assignor's legal counsel and records protected by attorney-client privilege, but excluding in each case Leases, Contracts, Surface Contracts and title opinions; (iv) records relating to the offer, negotiation or consummation of the sale of the Assets or any interest in the Properties; and (v) Assignor's reserve studies, estimates and evaluations, and engineering studies and economic studies (such copies, collectively, and subject to such exclusions, the "Records"); and

J. The surface estate in the land described in Deed dated May 29, 1991 from Michael M. Ross, Inc. to Cabot Oil & Gas Corporation recorded in Volume 424, page 893 <u>et seq</u>. of the Deed Records of Seward County, Kansas covering the NE/4 of the SE/4, the S/2 of the SE/4 and the SE/4 of the NE/4 of Section 25-T32S-R34W in Seward County, Kansas and in Deed dated July 23, 1991 from Michael M. Ross, Inc. to Cabot Oil & Gas Corporation recorded in Volume 424, page 1015 <u>et seq</u>. of the Deed Records of Seward County, Kansas covering the NE/4 of the SE/4, the S/2 of the SE/4 and the SE/4, the S/2 of the SE/4 and the SE/4 of the NE/4 of Section 25-T32S-R34W in Seward County, Kansas covering the NE/4 of the SE/4, the S/2 of the SE/4 and the SE/4 of the NE/4 of Section 25-T32S-R34W in Seward County, Kansas.

Notwithstanding the foregoing, Assignor expressly reserves and excludes from this Assignment, the Excluded Assets as described in Purchase and Sale Agreement dated October 4, 2017, by and between Assignor and Assignee (the "PSA"). The capitalized terms used in this Assignment shall have the same meaning as such capitalized terms do in the PSA.

TO HAVE AND TO HOLD, the Assigned Interests unto Assignee and its successors and assigns, forever.

This Assignment is made and accepted expressly subject to the following additional terms and conditions:

A. <u>Special Title Warranty</u>. Subject to the Permitted Encumbrances, *Assignor* warrants Defensible Title to the Assigned Interests unto Assignee from any and all claims of persons or entities lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise; provided that, any recovery on such special warranty of title shall be limited to the Allocated Value of the Assigned Interests to which Defensible Title failed.

Β. Disclaimer. PARTIES AGREE THAT, TO THE EXTENT THE **REQUIRED BY APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS OF** WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER. EXCEPT FOR THE LIMITED TITLE WARRANTY SET FORTH ABOVE AND THOSE COVENANTS AND AGREEMENTS OF ASSIGNOR IN THE PSA THAT SURVIVE THE CLOSING, ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL **REPRESENTATIONS AND WARRANTIES.** WITHOUT LIMITATION OF THE FOREGOING, THE ASSIGNED INTERESTS SHALL BE CONVEYED PURSUANT HERETO WITHOUT (A) ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO (I) THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TO THE MODELS OR SAMPLES OF MATERIALS OR CONFORMITY MERCHANTABILITY OF ANY EQUIPMENT OR OTHER PERSONAL PROPERTY

OR ITS FITNESS FOR ANY PURPOSE, (II) THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION OR MATERIALS NOW, HERETOFORE OR HEREAFTER FURNISHED OR MADE AVAILABLE TO ASSIGNEE IN CONNECTION WITH THIS ASSIGNMENT, (III) PRICING ASSUMPTIONS, OR QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE ASSIGNED INTERESTS OR THE ABILITY OR POTENTIAL OF THE ASSIGNED INTERESTS TO PRODUCE HYDROCARBONS, (IV) THE ENVIRONMENTAL CONDITION OF THE ASSIGNED INTERESTS, BOTH SURFACE AND SUBSURFACE, (V) ANY IMPLIED OR EXPRESS WARRANTY OF NON-INFRINGEMENT, OR (VI) ANY OTHER MATTERS CONTAINED IN ANY MATERIALS FURNISHED OR MADE AVAILABLE TO ASSIGNEE BY ASSIGNOR OR BY ASSIGNOR'S AGENTS OR REPRESENTATIVES. OR (B) ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR **REPRESENTATION WHATSOEVER. ASSIGNEE SHALL HAVE INSPECTED, OR** WAIVED (AND UPON CLOSING SHALL BE DEEMED TO HAVE WAIVED) ITS RIGHT TO INSPECT, THE ASSIGNED INTERESTS FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS AND **OTHER MAN-MADE FIBERS.** ASSIGNEE IS RELYING SOLELY UPON THE TERMS OF THIS ASSIGNMENT AND ITS OWN INSPECTION OF THE ASSIGNED INTERESTS, AND ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS. WHERE IS" CONDITION.

C. <u>Damages</u> NEITHER ASSIGNEE NOR ASSIGNOR SHALL BE ENTITLED TO RECOVER FROM THE OTHER, RESPECTIVELY, AND EACH PARTY RELEASES THE OTHER PARTY FROM, ANY LOSSES, COSTS, EXPENSES, OR DAMAGES ARISING UNDER THIS ASSIGNMENT IN EXCESS OF THE ACTUAL DIRECT DAMAGES SUFFERED BY SUCH PARTY. ASSIGNEE AND ASSIGNOR BOTH WAIVE, AND RELEASE THE OTHER FROM ANY RIGHT TO RECOVER CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS ASSIGNMENT.

D. <u>PSA</u>. This Assignment is subject to the terms and provisions of the PSA that survive the Closing.

E. <u>Governmental Assignment Forms</u>. The Parties shall execute and deliver such other assignments and assumptions, bills of sale, or deeds necessary to transfer the Assigned Interests to Assignee, including any conveyances on official forms and related documentation necessary to transfer the Assigned Interests to Assignee in accordance with requirements of state and federal governmental regulations. Those assignments shall be deemed to contain all of the terms hereof. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein.

F. <u>Leases</u>. This Assignment is subject to the terms and conditions of the Leases and Assignor hereby grants and transfers to the Assignee to the extent transferable the benefit of and

the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Assigned Interests against Assignor's predecessors in title to the Assigned Interests.

G. <u>Successors and Assigns</u>. The terms, covenants and conditions contained in this Assignment are binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns, and such terms, covenants and conditions are covenants running with the land and with each subsequent transfer or assignment of the Assigned Interests or any part thereof.

H. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.

I. <u>Governing Law</u>. The validity and construction of the portions of this Assignment that pertain to the conveyance of real property interests, as applicable, shall be governed by and construed in accordance with the laws of the State in which the property is located.

J. <u>Amendments</u>. No amendments or other changes to this Assignment shall be effective or binding on either of the parties unless the same shall be in writing and signed by both Assignor and Assignee.

[INTENTIONALLY BLANK—SIGNATURE PAGES FOLLOW]

EXECUTED this day of October 2017 (the "Execution Date"), to be effective for all purposes as of the Effective Time.

ASSIGNOR:

LIME ROCK RESOURCES II-A, L.P.

By: Lime Rock Resources II-A GP, LLC, **General Partner** Its:

Lime Rock Resources GP II, L.P. By: Its: Sole Member

LRR GP II, LLC By: **General Partner** Its:

By: < Name: Charles Adcock Title: Co-Chief Executive Officer

LIME ROCK RESOURCES II-C, L.P.

By: Lime Rock Resources II-C GP, LLC, **General Partner** lts:

By: Lime Rock Resources GP II, L.P. Its: Sole Member

LRR GP II, LLC By:

Its: **General Partner**

By: 🌈

Name: Charles Adcock Title: Co-Chief Executive Officer

[Signature Page to Assignment]

ASSIGNEE:

EDISON OPERATING COMPANY, LLC

By: Alle. U.C. Name: David Gr. Withrow Title: Managing Partner

[Signature Page to Assignment]

THE STATE OF TEXAS § COUNTY OF HARRIS §

This instrument was acknowledged before me on this day 2th, of 2017, 2017 by Charles Adcock, the Co-Chief Executive Officer of LRR GP II, LLC, a Delaware limited liability company, the general partner of Lime Rock Resources GP II, L.P., a Delaware limited partnership, the sole member of Lime Rock Resources II-A GP, LLC, a Delaware limited liability company, the general partner of Lime Rock Resources II-A, L.P. (the "Limited Partnership"), a Delaware limited partnership, on behalf of the Limited Partnership.

Witness my hand and Official Seal.

MEREDITH LYNCH Notary Public, State of Texas Comm. Expires 08-02-2020 ublic in and for the State of Texas Notary ID 130762619 My Commission Expires: THE STATE OF TEXAS § §

§

This instrument was acknowledged before me on this day 10th of Ochber, 2017

by Charles Adcock, the Co-Chief Executive Officer of LRR GP II, LLC, a Delaware limited liability company, the general partner of Lime Rock Resources GP II, L.P., a Delaware limited partnership, the sole member of Lime Rock Resources II-C GP, LLC, a Delaware limited liability company, the general partner of Lime Rock Resources II-C, L.P. (the "Limited Partnership"), a Delaware limited partnership, on behalf of the Limited Partnership.

Witness my hand and Official Seal.

COUNTY OF HARRIS

MEREDITH LYNCH Notary Public, State of Texas Comm. Expires 08-02-2020 lotary Public in and for the State of Texas Notary ID 130762619 My Commission Expires:

[Notary Page to Assignment]

THE STATE OF KANSAS § COUNTY OF SEDGWICK §

This instrument was acknowledged before me on this day 12, of october . 2017 by David G. Withrow the managing partner of Edison Operating Company, LLC, a Kansas limited liability company, on behalf of said entity.

Witness my hand and Official Seal.

Notary Public in and for the State of Kansas

My Commission Expires: 10.6.2020

DEREK W. PATTERSON My Appointment Expires October 6, 2020

[Notary Page to Assignment]

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	SEC	7	18	17	20	29	20	20	29	29	21	21	28	22	22	21	28	27	28	30
	RNG	33W	33W	33W	33W	33W	33W	33W	33W	33W	33W	33W	33W	33W	33W	33W	33W	33W	33W	33W
	NML	32S	32S	32S	32S	32S	32S	32S	32S	32S	32S	32S	32S	32S	32S	32S	32S	32S	32S	32S
	Page	966	493	608	293	315	242	72	71	487	92	312	313	298	294	294	298	295	297	112
	Volume		æ	-	56	56	75	69	69	74	69	56	56	56	56	56	56	56	56	69
	County	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD
	State Code	KS	KS	KS	ks	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS
LEASES	Lease Date	07/29/1992	01/11/1944	04/04/1944	03/08/1939	03/08/1939	01/30/1947	08/08/1944	08/08/1944	03/24/1947	08/04/1944	03/08/1939	03/08/1939	03/08/1939	03/08/1939	03/08/1939	03/08/1939	03/08/1939	03/08/1939	08/23/1944
	Lessee Name	CABOT OIL & GAS CORPORATION	CARLE GUNGOLL	FRED C KOCH	SINCLAIR PRAIRIE OIL COMPANY	SINCLAIR PRAIRIE OIL COMPANY	WOOD RIVER OIL & Refining co	JOE E DENHAM	JOE E DENHAM	CITTES SERVICE OIL COMPANY	JOE E DENHAM	SINCLAIR PRAIRIE OIL COMPANY	JOE E DENHAM							
	Lessor Name	SANTA FE ENERGY RESOURCES, INC	LONGCOR, CHARLES B., ET UX CARL	JOHNSON, LOUIS E., ET UX	BERG, HENRY	BERG, HENRY	KOCH, FRED C., ET UX	NADEN, MARY ALICE, ET VIR	NADEN, MARY ALICE, ET VIR	MAHONEY, A. V., ET UX	ELLIOT. S.D. F.T UX	BERG, HENRY	BERG. HENRY	LEMERT. BETTIE ET VIR	LEMERT, BERNARD H., ET UX	LEMERT, BERNARD H., ET UX	LEMERT, BETTIE ET VIR	LEMERT, BERNARD H., ET UX	LEMERT, BETTIE, ET VIR	LUFT. JOHN
	Lease Code	171500667-00	171500679-00	171500069-00	171500041-00 I	171500040-00 H	171500074-00 H	171500109-00	171500121-00	171500117-00 N	171500043-00	171500036-00 E	171500042-00	171500038-00	171500037-00 L	171500037-00	171500038-00 I	171500035-00 L	171500039-00	171500110-00 1.

EXHIBIT A LEASES

DIAN, C C C C C C C C C C C C C C C C C C C	LEASES	Lease Date	CVICE OIL 03/24/1947 KS SEWARD 74 487 32S 33W 30 SE4	VER NATURAL 04/28/1949 KS SEWARD 85 304 32S 33W 30 LOT 1; LOT 2; E2 VC.	05/10/1949 KS SEWARD 85 305 32S 33W 30	/ER NATURAL 05/09/1949 KS SEWARD 85 306 32S 33W 30 LOT 1; LOT 2; E2 VC.	05/14/1949 KS SEWARD 85 307 32S 33W 30	/ER NATURAL 09/21/1949 KS SEWARD 85 352 33W 30 LOT 1: LOT 2; E2 VC.	/ER NATURAL 09/21/1949 KS SEWARD 85 353 32S 33W 30 LOT 1; LOT 2; E2 NG.	VER NATURAL 09/21/1949 KS SEWARD 85 354 32S 33W 30 LOT 1; LOT 2; E2 VC.	VER NATURAL 01/03/1949 KS SEWARD 85 291 32S 33W 30 LOT 1; LOT 2; E2 VC.	OCH 03/02/1944 KS SEWARD I 580 32S 33W 31 ALL OF SECTION	OCH 05/15/1944 KS SEWARD 64 519 32S 33W 32 ALL OF SECTION	WICE OIL 04/26/1943 KS SEWARD 47 320 32S 34W 25	LE EASTERN 08/02/1948 KS SEWARD 85 247 32S 34W 25 SE4 NE4; NE4 SE4: CO	ER NATURAL 05/26/1948 KS SEWARD 85 165 32S 34W 25 SE4 NE4; NE4 SE4: S2 SE4	XVICE OIL 02/01/1947 KS SEWARD 106 54 32S 34W 25 W2 NE4; E2 NW4;	VICE OIL 09/14/1943 KS SEWARD 1 485 32S 34W 25	TROLEUM 04/17/1990 KS SEWARD 415 34 32S 34W 36 SW4	TROLEUM 04/17/1990 KS SEWARD 415 36 32S 34W 36 SW4	
LEASES Lesse Name Lease Date State DIAN. CUTTES SERVICE OIL. 03/24/1947 KS DIAN. SUNFLOWER NATURAL 04/28/1949 KS ORGI. SUNFLOWER NATURAL 05/10/1949 KS ORGI. SUNFLOWER NATURAL 05/10/1949 KS ORGI. SUNFLOWER NATURAL 05/10/1949 KS ORGI. SUNFLOWER NATURAL 05/11/1949 KS FT AL GAS CO INC. 05/21/1949 KS FT SUNFLOWER NATURAL 05/11/1949 KS S GAS CO INC. SUNFLOWER NATURAL 09/21/1949 KS S GAS CO INC. SUNFLOWER NATURAL 09/21/1949 KS S GAS CO INC. SUNFLOWER NATURAL 09/21/1949 KS S SUNFLOWER NATURAL 09/21/1949 KS S GAS CO INC. SUNFLOWER NATURAL 09/21/1949 KS S A SUNFLOWER NATUR			-		-																211
LEASES Lessee Name Lease Date CITTLES SERVICE OIL 03/24/1947 DIAN, SUNFLOWER NATURAL 03/24/1949 CREE, SUNFLOWER NATURAL 03/24/1949 GAS CO INC. 05/10/1949 GAS CO INC. 05/10/1949 GAS CO INC. 05/10/1949 ET AL SUNFLOWER NATURAL 05/11/1949 GAS CO INC. 09/21/1949 09/21/1949 ET AL SUNFLOWER NATURAL 09/21/1949 GAS CO INC. 01/03/1949 03/02/1949 CAS CO INC. 03/02/1949 01/03/1949 SUNFLOWER NATURAL 09/21/1949 03/02/1949 GAS CO INC. 01/03/1949 03/02/1949 SUNFLOWER NATURAL 09/21/1949 03/02/1949 CAS CO INC. 03/02/1949 03/02/1949 SUNFLOWER NATURAL 03/02/1949 03/02/1949 CAS CO INC. 01/03/1949 03/02/1949 R FRED C KOCH			SEWAR	SEWAR	SEWAR	SEWAR	SEWAR	SEWAR	SEWAR	SEWAR	SEWAR	SEWAR	SEWAR	SEWAR	SEWAR	SEWAR	SEWAR	SEWARI	SEWARI	SEWARI	SFW/APD
Lessee Name Lessee Name CITIES SERVICE OIL COMPANY DIAN, SUNFLOWER NATURAL GAS CO INC. PRGE, SUNFLOWER NATURAL GAS CO INC. BUNFLOWER NATURAL FT AL SUNFLOWER NATURAL GAS CO INC. SUNFLOWER NATURAL R FRED C KOCH R FRED C KOCH R FRED C KOCH R FRED C KOCH R R FRED C KOCH R R <t< td=""><td></td><th>State Code</th><td>KS</td><td>KS</td><td>KS</td><td>KS</td><td>KS</td><td>KS</td><td>KS</td><td>KS</td><td>KS</td><td>KS</td><td>KS</td><td>KS</td><td>KS</td><td>KS</td><td>KS</td><td>KS</td><td>KS</td><td>KS</td><td>X.X</td></t<>		State Code	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	X.X
N C C C C C C C C C C C C C C C C C C C	LEASES	Lease Date	03/24/1947	(14/28/1949	05/10/1949	05/09/1949	05/14/1949	09/21/1949	69/21/1949	09/21/1949	01/03/1949	03/02/1944	05/15/1944	04/26/1943	08/02/1948	05/26/1948	02/01/1947	09/14/1943	04/17/1990	04/17/1990	04/17/1990
N CX S C C C C C C C C C C C C C C C C C		Lessee Name	CITIES SERVICE OIL. COMPANY	SUNFLOWER NATURAL GAS CO INC.	SUNFLOWER NATURAL GAS CO INC.	SUNFLOWER NATURAL GAS CO INC.	SUNFLOWER NATURAL GAS CO INC.	SUNFLOWER NATURAL GAS CO INC.	SUNFLOWER NATURAL GAS CO INC.	SUNFLOWER NATURAL GAS CO INC.	SUNFLOWER NATURAL GAS CO INC.	FRED C KOCH	FRED C KOCH	CITIES SERVICE OIL COMPANY	PANHANDLE EASTERN PIPE LINE CO	SUNFLOWER NATURAL GAS CO INC.	CITIES SERVICE OIL COMPANY	CITIES SERVICE OIL COMPANY	CABOT PETROLEUM CORPORATION	CABOT PETROLEUM CORPORATION	CABOT PETROLEUM
		Lessor Name	MAHONEY, A. V., ET UX	WORTHAM, TOM, GUARDIAN, ET AL	BLAKEMORE, EDNA GEORGE, ET VIR		ET.		FRIEDMAN, LENA, ET AL	MALEMUDE. BENJAMIN	MAHONEY, ALVIN, ET UX	CORRIGAN, VIOLA, ET AL	FISCHER, RUTH F., ET VIR	BERG. HENRY ESTATE	MILLER, G. R., ET UX	MILLER. HARRY C.	KSBLM-011124 0	HITCH, HENRY C., ET UX	DUTTON, ROSE D., ET VIR	MORGAN, RALPH H., ET UX	

	RNG SEC Description	36 SW4	34W 36 SW4	34W 36 SW4	34W 36 SW4	34W 36 SW4	34W 36 SW4	34W 36 SW4	34W 36 SW4	34W 36 SW4	34W 36 SW4	34W 36 SW4	34W 36 SW4	34W 36 SW4	34W 36 SW4	34W 36 SW4	34W 36 NW4	34W 36 NE4 /	36	34W 1 NW4	34W 1 NE4	33W 6 NE4
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	Page		42	44	46	48	50	52	54	56	58	60	62	64	744	220	593	576	-	453	633	134
	Volume	415	415	415	415	415	415	415	415	415	415	415	415	415	419	420	74	-	-	73	74	69
	County	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD															
	State Code	KS	KS			KS	KS															
LEASES	Lease Date	04/17/1990	04/11/1990	04/11/1990	04/11/1990	04/11/1990	04/11/1990	04/11/1990	04/11/1990	04/11/1990	04/11/1990	04/11/1990	04/17/1990	04/11/1990	02/26/1991	02/26/1991	12/04/1946	03/01/1944	03/02/1944	02/10/1945	09/27/1947	09/11/1944
	Lessee Name	CABOT PETROLEUM CORPORATION	PANHANDLE EASTERN PIPE LINE CO	FRED C KOCH	FRED C KOCH	BEN F BRACK	SUNFLOWER NATURAL GAS CO INC.	JOE E DENHAM														
	Lessor Name	WHITEKER, JOANNA P., ET VIR	PRAT, SYLVIA MORGAN	LEWIS. ROBERT W.	MORGAN, FRANCIS WAYNE	BALLINGER, NANCY L. ET VIR	SHAW, CONNIE MORGAN	HAYNES, LINDA MORGAN	STALEY, LEOLA	MORGAN, HARLEY W. ET UX	DAEMI, KIMBERLY MORGAN	MORGAN, STEPHEN	MORGAN, ELWOOD G.	LEWIS, CAROL	MORGAN, DEAN. ET UX	MORGAN. CHARLES	BAUGHMAN, JOHN W., ET UX	N ET UX	, ET AL	ONION, J. W., ET AL		COOPER, E. D., ET UX
-	Lease Code	171500549-D	171500549-E	171500549-F	171500549-G	171500549-II	171500549-1	171500549-J	171500549-K	171500549-L	171500549-M	171500549-N	171500549-O	171500549-P	171500549-Q	171500549-R	171500116-00 E	_		171500103-00 C		171500111-00 C

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	TWN	_	33S	33S	33S	33S	33S	33S	33S	33S	33S	33S	33S	33S	33S		33S	33S	33S	33S	33S	33S	33S	33S	<u> </u>	33S
	Page	-	142	517	521	131	9	7	9	131	429	85	544	132	143	135	453	659	591	577	607	208	498	204	-	560
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	State Code	KS	KS	KS	KS	KS	KS	KS	KS	KS	kS	KS	KS	KS	KS	KS	KS	KS	KS	ks	KS	KS	KS	KS	KS	KS
LEASES	Lease Date	08/05/1944	09/01/1944	05/15/1944	05/15/1944	08/19/1944	11/03/1944	11/03/1944	11/03/1944	08/19/1944	11/28/1944	08/07/1944	12/15/1944	09/02/1944	09/30/1944	09/11/1944	02/10/1945	12/27/1940	02/26/1944	03/01/1944	02/29/1944	06/12/1944	04/15/1947	05/29/1945	04/03/1944	05/10/1943
	Lessee Name	JOE E DENHAM	JOE E DENHAM	FRED C KOCH	FRED C KOCH	JOE E DENHAM	JOE E DENHAM	JOE E DENHAM	JOE E DENHAM	JOE E DENHAM	JOE E DENHAM	JOE E DENHAM	BEN F BRACK	JOE E DENHAM	JOE E DENHAM	JOE E DENHAM	BEN F BRACK	THE VICKERS PETROLEUM CO OF D	FRED C KOCH	FRED C KOCH	FRED C KOCH	FRED C KOCH	PANHANDLE EASTERN PIPE LINE CO	BEN F BRACK	FRED C KOCH	CITIES SERVICE OIL COMPANY
	Lessor Name	JERMAN, B. F., ET UX	STATE LIFE INSURANCE COMPANY	FISCHER, RUTH F, ET VIR	FEDERAL FARM MORTGAGE CORP.	BRYANT, H C, ET UX	FEDERAL LAND BANK OF WICHITA	FEDERAL LAND BANK OF WICHITA	FEDERAL LAND BANK OF WICHITA	BRYANT, H C, ET UX	THE ELMO LODGE OF PERFECTION	STATES, GEORGE E., ET AL	ROBINSON, NINA, ET AL	HARRISON, MARGARET MCCUE ETVIR	MEANEY, NELL	Xí	171500103-00 ONION, J. W., ET AL	VICKERS, W. H., ET UX	E.P. RUSTMAN, ET UX	BAUGHMAN, JOHN W., ET UX		., ET UX			JONES, HAZIL LUCILLE, ET VIR	HARRYMAN, HARRY B., ET UX
	Lease Code	171500112-00		171500076-00	171500076-A	171500122-00	171500122-A	171500122-B	171500122-A	171500122-00			171500104-00			171500113-00	171500103-00 (171500064-00 E	171500060-00 E	171500071-00 N	171500084-00 C		171500102-00 E	171500081-00	171500098-00 F

Lessor Name	Lessee Name	LEASES Lease Date	State Code	County	Volume	Page	TWN	RNG	SEC	Description
CITIES SERVI COMPANY		05/19/1943	KS	SEWARD	47	333	33S		14	SE4
CITIES SERVICE OII COMPANY		04/17/1943	KS	SEWARD	47	538	33S	34W	14	SW4; W2NW; SENW;NENW:
FRED C KOCH		02/25/1944	KS	SEWARD	-	579	33S	34W	13	SE4; NE4
WOOD RIVER OIL & REFINING CO		02/11/1947	KS	SEWARD	73	550	33S	34W	13	SW4; NW4
GUY S SPEAKMAN	ù.	06/19/1945	KS	SEWARD	75	185	33S	33W	18	NE4
FRED C KOCH		04/24/1944	KS	SEWARD	T	612	33S	33W	18	NW4
WOOD RIVER OIL & REFINING CO		04/13/1946	KS	SEWARD	75	263	33S	33W	18	SW4
JOE E DENHAM		08/04/1944	KS	SEWARD	69	141	33S	33W	18	SE4
SUNFLOWER NATURAL GAS CO INC.		06/03/1948	KS	SEWARD	85	161	33S	33W	17	NE
SUNFLOWER NATURAL GAS CO INC.		06/03/1948	KS	SEWARD	85	259	33S	33W	17	NW4
CABOT CARBON COMPANY		09/22/1950	KS	SEWARD	102	374	33S	33W	17	NW4
J E O'DONNELL		05/06/1944	KS	SEWARD	-	622	33S	33W	17	SW4
SUNFLOWER NATURAL GAS CO INC.		02/15/1949	KS	SEWARD	85	292	33S	33W	17	SE4
CABOT CARBON COMPANY		05/10/1951	KS	SEWARD	106	590	33S	33W	17	SE4
JOE E DENHAM		10/30/1944	KS	SEWARD	69	165	33S	33W	19	E2
SUNFLOWER NATURAL GAS CO INC.		11/20/1947	KS	SEWARD	74	638	33S	33W	161	E2W2
BEN F BRACK		11/09/1945	kS	SEWARD	75	240	33S	33W	19	LOT 1; LOT 2; LOT 3; LOT 4
FRED C KOCH	0	03/23/1944	KS	SEWARD	-	610	33S	34W	24	NE4; SE4
J E O'DONNELL		05/11/1944	KS	SEWARD	69	-	33S	34W	24]	NW4
FRED C KOCH		02/26/1944	KS	SEWARD	-	606	33S	34W		SW4
FRED C KOCH		05/06/1944	KS	SEWARD	69	7	33S	34W	25	NE4; NW4
FRED C KOCH		02/24/1944	KS	SEWARD	-	568	33S	34W	25	SW4; SE4

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	Description	NE4	NW4	SW4	SE4	NE4	W2 W2	NE NW	SE NW	E2 SW	SE	SE	NE	NW4	SW	SW	SW	SW	SW	SE4	NE4	W2	SE4	NE4; SE4
	SEC	30	30	30	30	31	31	31	31	31	31	31	36	36	36	36	36	36	36	36		35	35	2
	RNG	33W	33W	33W	33W	33W	33W	34W	33W	33W	33W	33W	34W	34W	34W	34W	34W	34W	34W	34W	34W	34W	34W	34W
	TWN	33S	33S	33S	33S	33S	33S	33S	33S	33S	33S	33S	33S	33S	33S	33S	33S	33S	33S	33S	+	33S	33S	34S
	Page	564	379	270	661	373	377	203	206	376	237	238	378	595	560	559	561	562	563	575	593	568	471	314
	Volume	102	102	75	69	102	102	75	75	102	75	75	102	-	85	85	85	85	85	_	_	47	102	47
	County	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD
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LEASES	Lease Date	08/24/1950	09/22/1950	05/28/1946	11/09/1944	09/22/1950	09/22/1950	05/10/1945	05/10/1945	09/22/1950	04/18/1946	04/18/1946	09/22/1950	02/26/1944	04/01/1950	04/01/1950	04/01/1950	04/01/1950	04/01/1950	03/04/1944	02/26/1944	04/23/1943	09/12/1950	06/10/1943
	Lessee Name	VEEDER SUPPLY AND DEVELOPMENT CO	CABOT CARBON COMPANY	WOOD RIVER OIL & REFINING CO	PANHANDLE EASTERN PIPE LINE CO	CABOT CARBON COMPANY	CABOT CARBON COMPANY	BEN F BRACK	BEN F BRACK	CABOT CARBON COMPANY	BEN F BRACK	BEN F BRACK	CABOT CARIJON COMPANY	FRED C KOCH	SUNFLOWER NATURAL GAS CO INC.	FRED C KOCH	FRED C KOCH	CITIES SERVICE OIL COMPANY	GUY S SPEAKMAN	FRED C KOCH				
	Lessor Name	MARCH. EMMA G., ET VIR	LYNCH, L. J., ET UX	DAVIS. HARVEY O, ET UX	WATSON, RAY, ET UX	LYNCH, L.J., ET UX	LYNCH, PEARL M., ET VIR	MOORE, H. A., ET UX	ALLARD, MAUDE ESTELLA	LYNCH, L.J., ET AL	171500120-00 SALLEY, J.H., ET UX	FISK, EZRA F., ET UX	LYNCH, CLEFTON L.	SHARP, ARTHUR E., ET UX	COX. L. F., ET UX	BROWN, ESTELLE, ET VIR	SKAER, E. JUNE	COLLIER, BERTINIA, ET VIR	COX, J. H., ET UX	171500062-00 KELLY, MAUDE	ARTHUR E. SHARP, ET UX	COOK. CHARLES, ET UX	171500021-00 HARREL W. J., ET UX	KEATING, ARTHUR H., ET AL
	Lease Code	171500522-00	171500018-00	171500090-00	171500096-00	171500019-00			171500119-00	171500016-00		171500120-A		171500068-00	171500130-00	171500130-A	171500130-B	171500130-C	171500130-D	171500062-00	171500067-00	171500101-00	171500021-00	171500044-00 k

EXHIBIT A LEASES

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	Description	NW4; SW4	NE4	NW	SW4; SE4	NE4, NW4; SW4; SE4	SE4; NE4	W2	NE4; NW4; SW4; SE4	NE4	W2	SE4	S2; NE4	NW4	NW4: NE4	SW4; SE4	NE4; NW4	SE4: SW4	NE4	NW4; SW4; SE4	LOT 3; LOT 4; S2 NW4	SE4	N2	SW4	NW	SW4	SW4	NE4	SE4	E2W2
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LEASES	RNG	34W	34W	34W	34W	33W	34W	34W	34W	34W	34W	34W	34W	34W	34W	34W	34W	34W	34W	34W	31W	31W	31W	31W	31W	31W	31W	31W	31W	31W
	TWN	34S	34S	34S	34S	34S	34S	34S	34S	34S	34S	34S	34S	34S	34S	34S	34S	34S	34S	34S	33S	33S	33S	33S	33S	33S	33S	33S	33S	33S
	Page	553	571	606	573	01	25	606	571	272	497	307	497	141	312	313	∞	581	569	13	360	360	358	372	570	605	277	54	209	67
	Volume		-	74	-	69	69	74	47	64	-	64	1	64	47	47	69	-	-	69	102	102	102	102	413	427	270	141	190	186
	County		SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD	SEWARD
	State Code	KS	KS	KS	KS	KS	KS	KS	KS	KS	-	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS	KS
	Lease Date	04/24/1943	02/29/1944	04/04/1947	02/23/1944	06/19/1944	06/12/1944	04/04/1947	06/09/1943	09/23/1942	02/10/1944	10/02/1942	02/10/1944	03/05/1942	06/10/1943	06/09/1943	05/22/1944	03/04/1944	02/24/1944	03/06/1944	09/02/1950	09/02/1950	09/02/1950	09/11/1950	08/02/1990	10/14/1991	08/01/1972	12/02/1955	10/10/1960	08/16/1960
	Lessee Name	CITIES SERVICE OIL COMPANY	FRED C KOCI	O R REED	FRED C KOCH	FRED C KOCH	FRED C KOCH	O R REED	FRED C KOCH	FRANK PARKES	FRED C KOCH	FRANK PARKES	FRED C KOCH	FRANK PARKES	FRED C KOCH	FRED C KOCH	FRED C KOCH	FRED C KOCH	PRED C KOCH	FRED C KOCH	GUY S SPEAKMAN	GUY S SPEAKMAN	GUY S SPEAKMAN	GUY S SPEAKMAN	CABOT PETROLEUM CORPORATION	CABOT OIL & GAS CORPORATION	NELSON B ESCUE	THE ATLANTIC REFINING COMPANY	GULF OIL CORPORATION	CABOT CARBON
	Lessor Name	KEATING. A. H., ET AL	171500052-00 KELLY. MAUDE R	ENGEL, FRED A., F.L UX	JOHN T. HACKER ETUX	METCALF, KENNETH, ET AL	171500085-00 SHORB, EZRA, ET UX	171500509-00 ENGEL, FRED A., ET UX	ADAMSON, CLEO, ET AL	171500058-00 DON F. PRIEFERT, ET UX	171500048-00 HEATH, RALPH M., ET UX	C.M. RATCLIFF, ET UX	HEATH, RALPH M., ET UX	TILLIE ALMEDA SCOTT	KEATING, ARTHUR H., ET AL	171500047-00 BLOOM, WILLIS E., ET UX	LORD, ESTHER A. ET AL	WILSON, W. M., ET UX	STEVESSON, ANNIE E., ET AL	GASAWAY, MYRTLE, ET AL	171500002-00 MASSONI, F. H., ET AL	MASSONI, F. H., ET AL	MASSONI, F. H., ET AL	OLDS, H. L. ET UX	HEADRICK, RAYMOND, ET UX	TEXACO EXPLORATION & PROD. INC	MCVEY, FANNIE I.	171500359-00 HANDY. A M. ET UX	DAVIES, ROBERT, ET AL	171500008-00 MASSONL FLOYD H., EFUX
	Lease Code	171500099-00	_		171500053-00	171500086-00	171500085-00	171500509-00	171500045-00	171500058-00	171500048-00	_	_	171500056-00	171500046-00	171500047-00		_		171500082-00	171500002-00			171500013-00	171500548-00 F	171500553-00	171500553-B	171500359-00	171500357-00 [171500008-00

Description Description NE4 NW4; NW4 NE4 W2W2 NE SEC 29 TWN RNG SEC 32 6 TWN RNG 31W 31W 33W 33S 33S 33S Page Volume Page 321 117 67 Volume 159 186 85 SEWARD SEWARD County SEWARD County Code Code State ks State KS KS 06/28/1949 Lease Date 10/30/1956 08/16/1960 **Deed Date** LEASES SUNFLOWER NATURAL Lessee Name Assignee CABOT CARBON 171500128-00 WINCHELL, GEORGE R., ET UX GAS CO INC. COMPANY E H ADAIR 171500008-00 MASSONI, FLOYD H., ET UX 171500358-00 DAVIES, ROBERT, ET UX Lessor Name Assignor Lease Code Deed Code

NE4 SE4: S2 SE4; SE4 NE4 NE4 SE4; S2 SE4; SE4 NE4 25 25 34W 34W 32S 32S 1015 893 424 424 SEWARD SEWARD KS KS 05/29/1991 07/23/1991 CABOT OIL & GAS CABOT OIL & GAS CORPORATION CORPORATION 171500127-MI MICHAEL L ROSS, INC. MICHAEL L ROSS, INC.

Wells and Units

Attached and made a part of that Purchase and Sale Agreement between Lime Rock Resources II-A, L.P., et al, as Seller and Edison Operating Company, LLC, as Purchaser, dated effective July 1, 2017

PROP NUM	LEASE	API	COUNTY	STATE	WI	NRI	STR
OKCFINA00687	SANTA FE # 1-7	1517521349	SEWARD	KS	1.000000		07-32s-33w
OKCFINA00460	BOLES TRUST # 1-18	1517521271	SEWARD	KS	1.000000		18-32s-33w
OKCFINA00028	JOHNSON # 1-17	1517500260	SEWARD	KS	1.000000		17-32s-33w
OKCFINA00415	JOHNSON # 2-17 STL	1517521240	SEWARD	KS	0.750000		17-32s-33w
OKCFINA00449	JOHNSON # 3-17	1517521255	SEWARD	KS	1.000000		17-32s-33w
OKCFINA00461	JOHNSON # 4-17 M SWD	1517521291	SEWARD	KS	1.000000		17-32s-33w
OKCFINA00039	MERCER # 1-20	1517500264	SEWARD	KS	1.000000		20-32s-33w
OKCFINA00032	LEMERT # 1-21	1517500265	SEWARD	KS	1.000000		20-328-33W 21-32s-33W
OKCFINA00420	LEMERT # 3-22 (NW/SE/NW)	1517521272	SEWARD	KS	1.000000		22-32s-33w
F3FM1JKB3I	LEMERT BETTIE #1 & #2	1517520182	SEWARD	KS	0.500000		
OKCFINA00470	LEMERT # 3-27 (AKA 4-27)	1517521925	SEWARD	KS	1.000000		22-32s-33w 27-32s-33w
OKCFINA00033	LEMERT # 2-28	1517500274	SEWARD	KS	1.000000		
OKCFINA00281	MERCER # 3-28	1517520945	SEWARD	KS	1.000000		28-32s-33w
OKCFINA00041	NADEN # 1-29	1517500275	SEWARD	KS	1.000000		28-32s-33w
OKCFINA00035	LUFT # 1-30	1517500275	SEWARD	KS			29-32s-33w
OKCFINA00469	LUFT # 40-30 (CHASE)	1517521822	SEWARD	KS	1.000000		30-32s-33w
OKCFINA00026	HITCH # 1-25	1517500310	SEWARD	KS			30-32s-33w
OKCFINA00468	HITCH # 1-25	1517521512	SEWARD	KS	1.000000		25-32s-34w
OKCFINA00015	BAUGHMAN # 1-36	1517500321	SEWARD	KS	1.000000		25-32s-34w
OKCFINA00334	BAUGHMAN # 2-36	1517521177	SEWARD	KS	0.750000		36-32s-34w
OKCFINA00020	CORRIGAN # 1-31	1517500277	SEWARD	KS			36-32s-34w
OKCFINA00279	CORRIGAN # 1-51	1517520939			1.000000		31-32s-33w
OKCFINA00021	FISCHER # 1-32		SEWARD	KS	1.000000		31-32s-33w
OKCFINA00376	FISCHER # 1-52 FISCHER # 2-32	1517500278 1517521202	SEWARD	KS	1.000000		32-32s-33w
OKCFINA00330	LEE # 2-1		SEWARD	KS	1.000000		32-32s-33w
OKCFINA00351	LEE # 2-1	1517521156 1517521223	SEWARD SEWARD	KS	0.850000		01-33s-34w
OKCFINA00027	JERMAN # 1-6	1517500131	SEWARD	KS	0.850000		01-33s-34w
OKCFINA00414	JERMAN # 1-0 JERMAN # 20-6 (CHASE)	1517521826	SEWARD	KS KS	1.000000		06-33s-33w
OKCFINA00409	BRYANT # 10-5 (CHASE)	1517521820	SEWARD	KS	1.000000		06-33s-33w
OKCFINA00017	BRYANT # 1-5	1517500129		KS			05-33s-33w
OKCFINA00206	HARRELL # 1-5	1517500129	SEWARD SEWARD	KS	1.000000		05-33s-33w
OKCFINA00739	SANTA FE `A` # 3	1517521417	SEWARD		1.000000		05-33s-33w
OKCFINA00214	WINCHELL # 1-9	1517521417	SEWARD	KS KS	0.250000		09-33s-33w
OKCFINA00303	BRYANT, H. G. # 1A-8 CH	1517510017	SEWARD	KS	1.000000		09-33s-33w
OKCFINA00018	BRYANT # 2-8	1517500134	SEWARD	KS	1.000000		08-33s-33w
JAFM9TAM26	BRYANT 'B' # 3-8 M	1517521040	SEWARD	KS	1.000000		08-33s-33w
OKCFINA00024	HARRISON # 1-7	1517500133	SEWARD	KS	1.000000		08-33s-33w
OKCFINA00412	HARRISON # 2-7	1517521924	SEWARD	KS	1.000000		07-33s-33w 07-33s-33w
OKCFINA00049	VICKERS # 1-12	1517500176					12-33s-34w
OKCFINA00335	VICKERS # 2-12	1517521173	SEWARD	KS			
OKCFINA00038	MCGEE # 1-11	1517500175	SEWARD	KS	1.000000		12-33s-34w
OKCFINA00377	MCGEE # 2-11	1517521203	SEWARD	KS	1.000000		11-33s-34w
OKCFINA00037	MADDOX # 1-14	1517521203	SEWARD	KS	1.000000		11-33s-34w
C3NG72CD1Z	MADDOX # 40-14 (CHASE)				1.000000		14-33s-34w
OKCFINA00043	REIMER # 1-13	1517521833 1517500178	SEWARD SEWARD	KS KS	1.000000		14-33s-34w
OKCFINA00766	REIMER # 1-15 REIMER # 3-13	1517521923	SEWARD		1.000000		13-33s-34w
OKCFINA00047	SPEAKMAN # 1-18	1517521925	SEWARD	KS			13-33s-34w
OKCFINA00421	SPEAKMAN # 3-18 (AKA LYNCH)	1517521922		KS	1.000000		18-33s-33w
OKCFINA00421 OKCFINA00467	BRILL # 10-17 (CHASE)	1517521922	SEWARD	KS	1.000000		18-33s-33w
OKCFINA00407	GRIFFITH # 2-17	1517521825	SEWARD	KS	1.000000		17-33s-33w
OKCFINA00022	SALLEY # 1-19		SEWARD	KS	1.000000		17-33s-33w
OKCFINA00044	SALLEY # 1-19 SALLEY # 2-19	1517550387	SEWARD	KS	1.000000		19-33s-33w
OKCFINA00423 OKCFINA00408	BLAIR # 2-24	1517521254	SEWARD	KS	1.000000		19-33s-33w
UNCI INAUU400	DDAIN # 2*24	1517521511	SEWARD	KS	1.000000	0.875000	24-33s-34w

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Wells and Units

Attached and made a part of that Purchase and Salc Agreement between Lime Rock Resources II-A, L.P., et al, as Seller and Edison Operating Company, LLC, as Purchaser, dated effective July 1, 2017

PROP NUM	LEASE	API	COUNTY	STATE	WI	NRI	STR
OKCFINA00016	BLAIR. RUTH # 1-24	1517500189	SEWARD	KS	1.000000		24-33s-34w
OKCFINA00045	SCHOONOVER # 1-25	1517500190	SEWARD	KS	1.000000		25-33s-34w
OKCFINA00036	LYNCH # 1-30	1517500159	SEWARD	KS	0.781057		30-33s-33w
OKCFINA00014	ALLARD, MAUDE # 1-31	1517500160	SEWARD	KS	1.000000		31-33s-33w
OKCFINA00407	ALLARD # 2-31	1517521920	SEWARD	KS	1.000000		31-33s-33w
OKCFINA00031	KELLY # 1-36	1517500201	SEWARD	KS	1.000000		36-33s-34w
OKCFINA00019	СООК # 1-35	1517500200	SEWARD	KS	1.000000		35-33s-34w
OKCFINA00714	СООК # 3-35	1517521481	SEWARD	KS	0.523438		35-33s-34w
OKCFINA00410	СООК # 5-35 (АКА 1-35)	1517521930	SEWARD	KS	1.000000		35-33s-34w
OKCFINA00023	HACKER, E. E. # 1-1	1517550437	SEWARD	KS	1.000000		01-34s-34w
OKCFINA00204	HACKER # 2-1	1517520465	SEWARD	KS	0.666667		01-34s-34w
OKCFINA00029	KEATING & STEPHENS # 1-2	1517500361	SEWARD	KS	1.000000		02-34s-34w
OKCFINA00207	KEATING & STEPHENS # 3-2	1517510162	SEWARD	KS	0.624800		02-34s-34w
OKCFINA00679	KEATING & STEPHENS # 4-2 M	1517521330	SEWARD	KS	0.976610		02-34s-34w
OKCFINA00680	KEATING & STEPHENS # 5-2 M	1517521351	SEWARD	KS	0.875220		02-34s-34w
OKCFINA00715	KEATING & STEPHENS # 6-2	1517521637	SEWARD	KS	1.000000		02-34s-34w
OKCFINA00884	KEATING-STEPHENS A # 5	1517521747	SEWARD	KS	0.437610		02-34s-34w
OKCFINA00025	HEATH # 1-8	1517500367	SEWARD	KS	1.000000		08-34s-34w
OKCFINA00413	НЕЛТН # 2-8	1517521251	SEWARD	KS	1.000000		08-34s-34w
OKCFINA00042	PRIEFERT # 1-9	1517500368	SEWARD	KS	1.000000		09-34s-34w
OKCFINA00422	PRIEFERT # 2-9	1517521508	SEWARD	KS	1.000000		09-34s-34w
OKCFINA00013	ADAMSON #1-11	1517500370	SEWARD	KS	1.000000		11-34s-34w
OKCFINA00202	ADAMSON #2-11	1517500019	SEWARD	KS	0.625000		11-34s-34w
OKCFINA00203	ADAMSON # 3-11	1517520868	SEWARD	KS	0.625000		11-34s-34w
IAQJNTBMFX	ADAMSON # 4-11 (MORROW)	1517521475	SEWARD	KS	0.625000	0.546875	11-34s-34w
OKCFINA00789	ADAMSON # 5-11	1517521536	SEWARD	KS	0.625000	0.546875	11-34s-34w
OKCFINA00418	ADAMSON # 7-11	1517521928	SEWARD	KS	1.000000		11-34s-34w
OKCFINA00885	ADAMSON # A-5	1517521753	SEWARD	KS	0.312500		11-34s-34w
OKCFINA00046	SHORB # 1-12	1517500371	SEWARD	KS	1.000000		12-34s-34w
OKCFINA00209	SHORB # 2-12	1517520794	SEWARD	KS	0.988280	0.845215	12-34s-34w
18FFOTRLO2	FITZGERALD 3-12	1517522088	SEWARD	KS	0.988281	0.845215	12-34s-34w
OKCFINA00040	METCALF # 1-7	1517500330	SEWARD	KS	1.000000	0.875000	07-34s-33w
OKCFINA00378	METCALF # 2-7	1517521191	SEWARD	KS	1.000000	0.875000	07-34s-33w
	LORD # 1-13	1517500372	SEWARD	KS	1.000000	0.875000	13-34s-34w
OKCFINA00417	LORD # 2-13	1517521919	SEWARD	KS	1.000000	0.875000	13-34s-34w
OKCFINA00868	KEATING "B-1" (ANADARKO)	1517521735	SEWARD	KS	1.000000	0.875000	14-34s-34w
OKCFINA00030	KEATING & STEPHENS # 2-14	1517500373	SEWARD	KS	1.000000	0.875000	14-34s-34w
OKCFINA00048	STEVESSON # 1-23	1517500383	SEWARD	KS	1.000000		23-34s-34w
OKCFINA00424	STEVESSON # 3-23 (AKA SCHOONOVER 2-25)	1517521927	SEWARD	KS	1.000000	0.875000	23-34s-34w
OKCFINA00503	UNDERWOOD `A` # 3	1517521346	SEW'ARD	KS	0.125000	0.109375	23-34s-34w
OKCFINA00261	UNDERWOOD `A` LEASE (1-23. 2-23)	1517520421	SEWARD	KS	0.125000	0.109375	23-34s-34w
	MASSONI # 2-6	1517510022	SEWARD	KS	1.000000	0.875000	06-33s-31w
OKCFINA00729	MASSONI # 5-6 ORRI	1517521393	SEWARD	KS	0.000000	0.075000	06-33s-31w
OKCFINA00681	MCVEY # 1-8 CH	1517521298	SEWARD	KS	1.000000	0.830078	08-33s-31w
OKCFINA00205	HANDY # 1-29	1517510020	SEWARD	KS	1.000000		29-33s-31w

Exhibit A-2 Excluded Equipment

NONE