KOLAR Document ID: 1370726

# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

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

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

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Check Applicable Boxes: MUST be subm	itted 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 feet from E / W Line	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.:(API No. if Drill Pit, WO or Haul)	feet from N / S Line of Section feet from E / W Line of Section
Type of Pit: Emergency Burn Settling	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:
Acknowledgment of Transfer: The above request for transfer of injection noted, approved and duly recorded in the records of the Kansas Corporation Commission records only and does not convey any ownership interest in the	Commission. This acknowledgment of transfer pertains to Kansas Corporation
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

KOLAR Document ID: 1370726

#### Side Two

### Must Be Filed For All Wells

* Lease Name: .			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S	on Line	Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	<i>Circle</i> FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		- ·
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL		
		FSL/FNL	FEL/FWL		

A separate sheet may be attached if necessary

<sup>\*</sup> 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.

KOLAR Document ID: 1370726

# Kansas Corporation Commission Oil & Gas Conservation Division

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

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-	1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	
Name:Address 1:	
Address 2:	
City: State: Zip:+	
Contact Person:	the leave below
Phone: ( ) Fax: ( )	
Email Address:	-
Surface Owner Information:	
Name:	
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:	accepts, and in the real extete preparts toy records of the accepts traceurer
City:	-
the KCC with a plat showing the predicted locations of lease roads, ta	hodic Protection Borehole Intent), you must supply the surface owners and ank batteries, pipelines, and electrical lines. The locations shown on the plat I on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
☐ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be	e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form n being filed is a Form C-1 or Form CB-1, the plat(s) required by this , and email address.
KCC will be required to send this information to the surface	I acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this iss of the surface owner by filling out the top section of this form and the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ng fee with this form. If the fee is not received with this form, the KSONA-1 P-1 will be returned.
I hereby certify that the statements made herein are true and correct	to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

# INSPECTION REPORT

Case#			New	plaint Situation onse to request w-up
Date of Inspection:	December 28, 2017			
Operator:	Hoffman Resources LLC	L	icense:	35510
Address:	165 WEST 1ST STREET	L	ocation:	SW/4 23-17-13w
City/St:	Hoisington, KS 67544	L	ease:	Hoffman Ranch 1-23
Phone:	620-653-4791	C	ounty:	Barton
Reason for i	nvestigation: T/1 Transfer			
Problem:	NONE			
Action /reco	MW NE SW. Well is a producer.  mmendations: ompliance as of this date.			
Bruce Rodie	E.C.R.S. (agent)			(signature)

cc: file

## ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS §
\$ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BARTON §

WHEREAS, EnergyQuest II, LLC, a Texas limited liability company ("Grantor") owns certain undivided interests in and to the Assets (as defined below);

WHEREAS, Hoffman Resources, LLC, a Kansas limited liability company ("Grantee", and, together with Grantor, the "Parties"); and

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Grantor and Grantee dated as of September 11, 2017, (the "Purchase Agreement") Grantor has agreed to assign to Grantee all of its right, title, and interest in and to the Assets as set forth in this Assignment and Bill of Sale (the "Assignment").

## ASSIGNMENT

- Section 1 Assignment. NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby GRANTS, BARGAINS, SELLS, AND CONVEYS, and by these presents has GRANTED, BARGAINED, SOLD, AND CONVEYED unto Grantee all right, title, and interest of Grantor in and to the following (collectively the "Assets"):
- (A) the oil and gas leases, oil, gas, and mineral leases and subleases and assignments, mineral fee interests, royalty interests, overriding royalty interests, and carried interests described on Exhibit "A", and, without limiting the foregoing, other rights (of whatever character, whether legal or equitable, vested or contingent, and whether or not the same are expired or terminated) to the Hydrocarbons in, on, under, and that may be produced from, the properties described on Exhibit "A" (collectively, the "Leases");
- (B) any and all oil, gas, water, C02 or injection wells located on the Leases, including those wells described on Exhibit "B" or on pooled, communitized, or unitized acreage that includes all or any part of the Leases, including, the interests in the wells shown on Exhibit "B", whether producing, non-producing, permanently or temporarily plugged and abandoned, whether or not fully described on Exhibit "B" (the "Wells");
- (C) all pooled, communitized, or unitized acreage which includes all or part of any Leases and all tenements, hereditaments, and appurtenances belonging thereto (the "<u>Units</u>," and, together with the Wells and Leases, the "<u>Properties</u>");
  - (D) all currently existing contracts, agreements, and instruments primarily applicable

to the Properties, including operating agreements; unitization, pooling, and communitization agreements; declarations and orders; area of mutual interest agreements; farmin and farmout agreements; exchange agreements; transportation agreements; and processing agreements; provided, however, that the term "Contracts" shall not include the Leases and other instruments constituting Grantor's chain of title to the applicable Leases (subject to such exclusion and proviso, the "Contracts");

- (E) all easements, permits, licenses, servitudes, rights-of-way, surface leases, right of use and easement, and other rights to use the surface appurtenant to, and used or held for use solely in connection with, the Properties;
- (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 or the production or transportation of Hydrocarbons from the Properties (subject to such exclusions, the "Equipment");
- (G) all Hydrocarbons produced from, or attributable to, the Properties from and after the Effective Date; all Hydrocarbon inventories from or attributable to the Properties that are in storage on the Effective Date; and, to the extent related or attributable to the Properties, all production, plant, and transportation imbalances as of the Effective Date (provided, however, that Purchaser's rights to the Assets described in this subsection (G) shall be satisfied solely pursuant to Section 2.2(a) of the Purchase Agreement); and
- (H) all lease files, land files, division order files, abstracts, title opinions, contract files, and well and production records of Grantor, to the extent relating to the Properties (collectively, the "Records"), but excluding, in each case (subject to such exclusions, the "Excluded Records"):
  - a. all corporate, financial, Tax, and legal data and records of Grantor that relate to Grantor's business generally (whether or not relating to the Assets) or to Grantor's business, operations, assets, and properties not expressly included in the Purchase Agreement;
  - b. any data, software, and records to the extent disclosure or transfer is prohibited 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 Grantee has not agreed in writing to pay the fee or other consideration, as applicable;
  - c. all legal records and legal files of Grantor, including all work product of, and attorney-client communications with Grantor's legal counsel (other than Leases, title opinions, and Contracts);
  - d. data and records relating to the sale of the Assets, including communications with the advisors or representatives of Grantor or its Affiliates;

- e. any data and records relating to the Excluded Assets or assets and properties not expressly included in the Purchase Agreement; and
- f. those original data and records retained by Grantor pursuant to Section 9.6 of the Purchase Agreement.

EXCEPTING AND RESERVING to Grantor, however, the Excluded Assets (as defined below).

TO HAVE AND TO HOLD the Assets unto Grantee, its successors and assigns forever, subject, however, to the terms and conditions of this Assignment.

- <u>Section 2</u> <u>Excluded Assets</u>. Notwithstanding anything to the contrary in Section 1 or elsewhere in this Assignment, the Assets shall not include any rights with respect to the following "<u>Excluded Assets</u>":
  - (A) the Excluded Records;
- (B) copies of other Records retained by Grantor pursuant to Section 9.6 of the Purchase Agreement;
- (C) Assets excluded from this Assignment pursuant to Section 1.3 of the Purchase Agreement;
- (D) all contracts of insurance and claims against insurers and other third Persons pending on or prior to the Effective Date;
  - (E) all trademarks, trade names, and other intellectual property;
  - (F) all of Grantor's interests in office leases and buildings;
- (G) any leased equipment and other leased personal property if such property, or the Contract pursuant to which it was leased, is not freely transferrable without payment of a fee or other consideration, unless Grantee has agreed in writing to pay such fee or consideration;
- (H) any Tax refund or loss carry-forward (whether by payment, credit, offset, abatement, or otherwise, and together with any interest thereon) in respect of any Taxes for which Grantor is liable for payment or required to indemnify Grantee under Section 7.1 or Section 8.3(a)(i) (with respect to Section 8.2(c)) of the Purchase Agreement, whether received before, on, or after the Effective Date;
- (I) all indemnities and other claims against Persons (other than Grantor and/or its Affiliates) for Taxes for which Grantor or any of its Affiliates are liable for payment or required to indemnify Grantee under Section 7.1 or 8.3(a)(i) (with respect to Section 8.2(c)) of the

# Purchase Agreement;

- (J) costs and revenues associated with all joint interest audits and other audits of Property Costs covering periods for which Grantor is in whole or in part responsible for the Assets, which audit adjustments are paid or received prior to the Cut-Off Date;
- (K) refunds relating to the overpayment of royalties by or on behalf of Grantor to any Governmental Authority, to the extent relating to royalties paid with respect to Hydrocarbon production prior to the Effective Date, whether received before, on, or after the Effective Date;
- (L) all office equipment, computers, cell phones, pagers and other hardware, personal property, and equipment that relate primarily to Grantor's business generally, even if otherwise relating to the business conducted by Grantor with respect to the Assets;
- (M) any other assets, contracts, or rights which are (i) not specifically described in Section 1.2(d) of the Purchase Agreement, or (ii) described on Schedule 1.3 of the Purchase Agreement (whether or not specifically described in Section 1.2(a) of the Purchase Agreement).
- Section 3 Special Warranty; Disclaimer. Grantor warrants title to the Assets, subject to the permitted encumbrances and the terms and conditions of the Purchase Agreement, unto Grantee, its successors and assigns, against all persons claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, GRANTOR MAKES NO; AND EXPRESSLY DISCLAIMS AND NEGATES ANY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED; AS TO TITLE TO ANY OF THE ASSETS. Grantor hereby assigns to Grantee all rights, claims, and causes of action on title warranties given or made by Grantor's respective predecessors (other than Affiliates of Grantor), and Grantee is specifically subrogated to all rights which Grantor may have against their respective predecessors (other than Affiliates of Grantor), to the extent that Grantor may legally transfer such rights and grant such subrogation.
- Section 4 Disclaimer of Other Warranties. Except as specifically represented otherwise in the Purchase Agreement, the Assets are assigned AS IS, WHERE IS, AND WITH ALL FAULTS, AND GRANTOR MAKES NO, AND EXPRESSLY DISCLAIMS AND NEGATES ANY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO (A) MERCHANTABILITY OF SUCH PERSONAL PROPERTY, (B) FITNESS OF SUCH PERSONAL PROPERTY FOR ANY PARTICULAR PURPOSE, (C) CONDITION OF SUCH PERSONAL PROPERTY, (D) INFRINGEMENTS BY SUCH PERSONAL PROPERTY OF INTELLECTUAL PROPERTY RIGHTS AND (E) CONFORMITY OF SUCH PERSONAL PROPERTY TO MODELS OR SAMPLES OF MATERIALS.
- <u>Section 5</u> <u>Assumed Obligations</u>. Effective as of the Effective Date, Grantee assumes and agrees to fulfill, perform, pay, and discharge (or cause to be fulfilled, performed, paid or discharged) all of the Assumed Obligations (as such term is defined in the Purchase Agreement).
  - Section 6 Subject to Contracts. Grantee is taking the Assets subject to the terms of

the Contracts, and Grantee hereby assumes and agrees to fulfill, perform, pay, and discharge Grantor's obligations under such Contracts from and after the Effective Date.

- <u>Further Assurances</u>. From and after the date hereof, Grantor, without further consideration, will use its good faith efforts to execute, deliver, and (if applicable) file or record or cause to be executed, delivered, and filed or recorded such good and sufficient instruments of conveyance and transfer, and take such other action as may be reasonably required of Grantor to effectively vest in Grantee beneficial and record title to the Assets conveyed pursuant hereto, and, if applicable, to put Grantee in actual possession of such Assets. After the date of this Assignment, Grantor and Grantee shall, without further consideration, execute, deliver and (if applicable) file or record, or cause to be executed, delivered and filed or recorded, all instruments, and take such actions, as may be reasonably required of Grantor or Grantee to accomplish the conveyance and transfer of the Assets, any change in operator, and otherwise consummate the transactions contemplated by this Assignment and the Purchase Agreement, and shall send all required notices with respect to the Assets.
- <u>Section 8</u> <u>Assignment Subject to Purchase Agreement</u>. This Assignment is expressly subject to the terms and conditions of the Purchase Agreement, which terms are hereby incorporated into this Assignment by reference for all purposes. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Purchase Agreement.
- <u>Section 9</u> <u>Successors and Assigns</u>. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
- <u>Section 10</u> <u>Titles and Captions</u>. All article or section titles or captions in this Assignment are for convenience only, shall not be deemed part of this Assignment and in no way define, limit, extend, or describe the scope or intent of any provisions hereof.
- Section 11 Governing Law. Except to the extent the laws of another jurisdiction will, under conflict of law principles, govern transfers of Assets located in such other jurisdiction, this Assignment and the rights of the parties hereunder shall be governed by, and construed in accordance with, the laws of the state of Texas.
- <u>Section 12</u> <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, and by different parties in separate counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED AND DELIVERED as of the dates set forth in the notary certifications below, but effective for all purposes as of the 1st day of August, 2017, the "Effective Date".

**GRANTOR:** 

**ENERGYQUEST II, LLC** 

By: Name: Wayne A. Greenwalt

Title: President and Chief Executive Officer

STATE OF TEXAS **COUNTY OF MONTGOMERY** 

did say that he is the President and Chief Executive Officer of EnergyQuest II, LLC, a Texas limited liability company, and that said instrument was signed in behalf of said company by authority of its Board of Managers and said Wayne A. Greenwalt acknowledged said instrument to be the free act and deed of said limited liability company.

KATRENA RENE VILLARREAL Notary Public, State of Texas My Commission Expires July 01, 2019

Notary Public, State of Texas
Printed Name: Katrena Rene Villarreal
My Commission Expires: 111/2019

**GRANTEE:** 

HOFFMAN RESOURCES, LLC

By: Name: Alan J. Hoffm

Title: Owner

STATE OF TEXAS COUNTY OF MONTGOMERY

BEFORE ME, on this <u>3<sup>rd</sup></u> day of <u>November</u>, 2017, the undersigned Notary Public, on this day personally appeared <u>Alan J. Hoffman</u> who, being by me duly sworn, did say that he is the Owner of Hoffman Resources, LLC, a Kansas limited liability company, and that said instrument was signed in behalf of said company by authority of its Board of Managers and said Alan J. Hoffman acknowledged said instrument to be the free act and deed of said limited liability company.



Notary Public, State of Texas

Printed Name: Kathena Pene Villamed
My Commission Expires: 1/1/2019

Page 1 of 6

Exhibit "A" Leases

LEASE NO.	LESSOR	LESSEE	LEASE	TRACT	SECTION	SECTION TOWNSHIP F	RANGE	LEGAL DESCRIPTION	BOOK	PAGE	RECORDING	TLNNOS	STATE
KS10595	WARREN A. RUGAN ESTATE, KURT A. RUGAN, EXECUTOR, SHARON K. THEIMER, WARREN G. RUGAN WALTER P. RUGAN	SHELBY RESOURCES, LLC	2/28/2005	-	19	208	¥1.	SW/4	612	7537	70933	BARTON	SS.
	AND KURT A. RUGAN												
K\$10596	STEVEN L. SOEKEN AND JANENE SOEKEN, H/W	SHELBY RESOURCES, LLC	11/3/2004	-	8	288	11W	NW4	612	5088	68761	BARTON	KS
KS10597	DAN BOEKEN AND DIANA SOEKEN, H/W	SHELBY RESOURCES, LLC	11/3/2004	-	8	588	11W	NW/4	612	5439	69093	BARTON	ĶS
KS10598A	CHAROLYN K. MILLER, ADMINISTRATOR, C.T.A. OF THE ESTATE OF VERNON MILLER, DECEASED	SHELBY RESOURCES, LLC	3/2/2005	-	35	208	W11	NE/4	612	7530	70932	BARTON	SS.
KS10598B	GEORGE MILLER, JR. AND PHYLLIS MILLER, SHELBY RESOURCES, LLC H/W	, SHELBY RESOURCES, LLC	3/2/2005	-	35	303	11W	NE4	612	7528	70932	BARTON	12
KS10959	MARK J. DOLL AND PATRICIA DOLL, HUSBAND AND WIFE	CAPITAL LAND SERVICES, INC.	3/7/2011	-	32	20\$	11W	SS	916	4082		BARTON	KS
KS10881A	GEORGE MILLER, JR. AND PHYLLIS MILLER, SHELBY RESOURCES, 1.LC HUSBAND AND WIFE	, SHELBY RESOURCES, LLC	3/28/2008	-	4	195	12W	SE	614	6971	88981	BARTON	8
KS10881B	JOSEPH P. KLOPPER AND JULIE DAWN KLOPPER, INDIVIDUALLY AND AS TRUSTEES OF THE KLOPPER LIVING TRUST DATED DECEMBER 8, 2006	SHELBY RESOURCES, LLC	3/28/2008	-	4	198	12W	E.	419	8969	88981	BARTON	KS
KS10881C	LORI M. GREENFIELD AND DONALD GREENFIELD, WIFE AND HUSBAND	SHELBY RESOURCES, LLC.	3/28/2008	-	*	195	12W	\$E	614	6967	88981	BARTON	7
KS10430	MICHAEL L. DEMEL & SANDRA K. DEMEL, H/W	SHELBY RESOURCES, LLC	5/16/2006	-	ਹੈ	178	13W	NWI4	613	4252	77748	BARTON	S.
KS10382A	MANCY A. CLARKSON AND JOHN W. CLARKSON, WIFE AND HUSBAND	SHELBY RESOURCES, LLC	3/10/2008	4	#	\$	<del>13₩</del>	NSM	27	8690	2473	BARTON	9
KS-10382B	RICHARD B. TROTTER AND ROBERTA C. TROTTER, HUSBAND AND WIFE	SHELBY RESOURCES, LLC	3/10/2005	+	#	\$	43W	NE4	3	1088	72473	BARTON	<b>3</b> 2
K8103826	LINDA K. GALYEAN, A. SINGLE WOMAN	SHELBY RESOURCES, LLC	3/10/2005	+	#	<del>511</del>	₩ <del>C+</del>	NEW	뀴	7648	70073	BARTON	\$
KS10382D	WILLIAM R. P. WELCH, ALSO KNOWNIAS. WILLIAM ROBERT PUTNAM WEIGH, AS. TRUSTES, OF THE CARTER TRUST DATED. 42/20/1076	SHELBY RESOURCES, LLC	3/10/2006	4	#	#	<b>₩6</b>	NE4	3	9898	72473	BARTON	89
KS10382E	MARK A. BLEHM, AS RECEIVER FOR GARY P. BUCHNER, TRUSTEE OF THE K2 TRUST DATED 42/204004	SHELBY RESOURCES, LLC	1007/99	+	#	#	######################################	NE4	\$	#	83415	BARTON	\$
KS10416	ALAN J. HOFFMAN AND KATHLEEN A. HOFFMAN, HAW	SHELBY RESOURCES, LLC	5/2/2007	-	18	17.5	13W	NE/4	614	1064	83629	BARTON	KS
KS10516	ALAN J. HOFFMAN AND KATHLEEN A. HOFFMAN, H/W	SHELBY RESOURCES, LLC	12/10/2007	-	82	175	13W	SE/4	614	4809	36895	BARTON	Ą
KS10593	ALAN J. HOFFMAN AND KATHLEEN A. HOFFMAN, H/W	SHELBY RESOURCES, LLC	12/10/2007	~	<del>60</del>	178	13W	E2SW	614	4811	86895	BARTON	7
KS10390A	PHILIP C. LACEY AND NANCY L. LACEY, HAVISHELBY RESOURCES, LLC	VSHELBY RESOURCES, LLC	3/31/2005	-	92	17.5	13W	SW/4	612	7666	70973	BARTON	Ş
KS10390B	RICHARD W. LACEY AND TEDI M. LACEY, HUSBAND AND WIFE	SHELBY RESOURCES, LLC	2/16/2005	-	20	178	13W	SW/4	612	7581	70948	BARTON	KS
KS10390C	GEORGE D. HERMAN AND PAULA LACEY HERMAN, HUSBAND AND WIFE	SHELBY RESOURCES, LLC	3/31/2005	-	20	175	13W	W2SW#	612	7655	70973	BARTON	KS
KS10396	HOFFMAN RANCHES, INC.	SHELBY RESOURCES, LLC	2/17/2005	-	20	17.5	13W	E/2NW#4	612	7603	70948	BARTON	ø

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LEASE NO. LESSOR

KS11313A

KS11313B KS11313C

KS11260 KS11283

KS10393

	STATE	\$	XS	S.	š	ā	8	&
	COUNTY	BARTON	BARTON	BARTON	BARTON	BARTON	BARTON	BARTON
	RECORDING	70948						
ŀ		7800	3785	4259	5018	9	4101	1015
İ	BOOK PAGE	612	617	617	617	617	617	719
	SECTION TOWNSHIP RANGE LEGAL DESCRIPTION	SW#4	S/2SW/4	S/ZSW/4	S/ZSWI4	N2	SWW COMMENCING AT A POINT ON THE NORTH ROW OF US HWY 281, SAID POINT BEING 50 FEET WEST AND 80 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SW OF SECTION 32, THENCE WESTREN'L ALONG SAID NORTH ROWA DISTANCE OF 200 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY 200 FEET; THENCE SOUTHERLY 400 FEET; THENCE SOUTHERLY 400 FEET; THENCE ESTRENLY 200 FEET; THENCE ESTRENLY 200 FEET; THENCE SOUTHERLY 400 FEET; THENCE ESTRENLY 200 FEET; THENCE ESTRENLY 200 FEET; THENCE CONTHAINING; SAID FRACT OF LAND CONTAINING; SAID FRACT OF LESS	WZSWLESS TRACTS DESCRIBED AS FEET EAST OF THE SW AND ON THE EAST ROWLINE OF THE SW AND ON THE EAST ROWLINE OF US HWY 261, THENCE EAST ON THE NORTH LINE OF SAID SW, 384 FEET, THENCE SOUTH, PARALLEL TO THE WEST LINE OF SAID SWTOTHE EAST ROWLINE OF BEGINNING. LESS A TRACT OF SAID SWY 201, 384 FEET, THENCE WORTH ON SAID ROWLINE OF BEGINNING. LESS A TRACT OF DOINT OF THE SWW, THENCE EAST 185 FEET, NORTH 245 FEET, WEST 185 FEET, NORTH 245 FEET, WEST 528 FEET, SOUTH 287 FEET, SOUTH 287 FEET, SOUTH 287 FEET, SOUTH 287 FEET, OF POINT OF BEGINNING.
ľ	RANGE	13W	13W	13W	13W	13W	13W	13W
	TOWNSHIP	17.8	178	178	178	178	<b>371</b>	78
	SECTION	23	29	R	29	60 Jee	35	8
	TRACT NO.	-	-	-	•	-	-	<u></u>
Γ	LEASE DATE	2/17/2005	9/11/2012	9/11/2012	9/11/2012	4/4/2012	5/3/2012	5,2,2012
		SHELBY RESOURCES, LLC	J. FRED HAMBRIGHT, INC.	J. FRED HAMBRIGHT, INC.	J. FRED HAMBRIGHT, INC.	J. FRED HAMBRIGHT	J. FRED HAMBRIGHT, INC.	J. FRED HAMBRIGHT, INC.
		HOFFMAN RANCHES, INC.	RICHARD W. LACEY AND TEDI M. LACEY, , HUSBAND AND WIFE	PHILLIP C. LACEY AND NANCY L. LACEY, HUSBAND AND WIFE	GEORGE D. HERMAN AND PAULA LACEY , HERMAN, HUSBAND AND WIFE	GLYNN RAY MORTIMER AND NANCY L. MORTIMER, HIS WIFE	CAROL L. DAHLSTEN, FIVA CAROL L. SCHRODER, TRUSTEE OF THE EUGENE H. SCHROEDER TRUSTE OF THE EUGENE 18, 1887 AND TRUSTE OF THE FAULLY TRUST ESTABLISHED UNDER THE EUGENE H. SCHROEDER TRUST, DATED DECEMBER 18, 1887	GARY L. WARNER, A MARRIED MAN DEALING IN HIS SOLE AND SERARATE PROPERTY HAVING MEYER LIVED IN KANSAS DURING HIS MARITAL LIFETIME KANSAS DURING HIS MARITAL LIFETIME

KS11284

# Exhibit "A" Leases

Exhibit "A" Leases

	LESSOR	LESSEE	LEASE	TRACT	SECTION	TOWNSHIP	RANGE	SECTION TOWNSHIP RANGE LEGAL DESCRIPTION	BOOK PAGE		RECORDING	COUNTY	STATE
M N N N N N N N N N N N N N N N N N N N	WEST SIDE MGMT, LLC, A KANSAS LIMITED J. FRED HAMBRIGHT, INC.	J. FRED HAMBRIGHT, INC.	5/4/2012	-	es S	178	13W	A TRACT IN THE SE4SW/4 DESCRIBED ASP COLLOWS: COMMENDING 80 FEET NORTH OF THE SW/C OF SW/SW OF SAID SECTION 32; THENCE EAST 27:14 SET TO PLACE OF BEGINNING; THENCE EAST 200 FT; THENCE NORTH 420 FT, THENCE WEST 200 FT; THENCE SCUCH A20 FT TO THE PLACE OF BEGINNING; CONTAINING 2 ACRES; MORE OR LESS.	617	1201		BARTON	रु
₹	JAMES R. BEETZ, A SINGLE MAN	J. FRED HAMBRIGHT, INC.	5/26/2012	-	32	175	13W	NE/4 LESS A TRACT IN THE NE CORNER CONTAINING 5 ACRES	617	1200		BARTON	S
질품	KEN I. CLARK AND JEANETTE J. CLARK, HIS WIFE	J. FRED HAMBRIGHT, INC.	6/8/2012	-	un	185	13W	NWNW	617	1363		BARTON	KS
ö	DENTON R. SCHLEGEL	J. FRED HAMBRIGHT, INC.	6/B/2012	-	so.	185	13W	NWWW	617	1384		BARTON	S
8 ₹	GARY L. BENTON AND GILLIAN P. BENTON, J. FRED HAMBRIGHT, INC. HIS WIFE	J. FRED HAMBRIGHT, INC.	7/19/2012			185	13W	LOT 6 (37.52 ACRES) & NESW, ADA N/2SW	617	2419		BARTON	8
E S S S E E C S	FRANK L. HARPER AND ALICE HARPER, HIS ALLEN DRILLING COMPANY WIFE; ELEEN SA,PHOTON AND CLIFFORD SAPPINGTON, AND CLIFFORD AND VRINON S. ANDERSON, HER HUSBAND; DELMER D. HARPER AND FREGY JAEN HARPER, HIS WIFE; SYLVESTER E. HARPER, AND MIDGE HARPER, AND MIDGE HARPER, AND WINTER, SYLVESTER E. HARPER AND MIDGE HARPER, HIS WIFE; SYLVESTER E. HARPER AND MIDGE HARPER, HIS WIFE	ALLEN DRILLING COMPANY	10/6/1980	¥	5	185	14W 43W	WZWW	80	163		BARTON	8 <del>3</del>
o 포 라 뜌	G TRUST AS TRUSTEE OF THE WILLIAMS HEIRS TRUST CONSISTING OF THE ANN CLARK PATTON TRUST, HOWARD CLARK TRUST AND THE JOHN CLARK TRUST	SHELBY RESOURCES, LLC	8/17/2005	-	25	178	14W	NW/A	613	2035	75620	BARTON	χ Ω
파호	EDWARD L. MCCURRY AND MARJORIE MCCURRY	SHELBY RESOURCES, LLC	5/11/2005	-	88	178	14W	SWI4, SIZNWIA	612	8737	72473	BARTON	Š
0 <del>=</del> 0 =	G TRUST AS TRUSTEE OF THE WILLIAMS HEIRS TRUST CONSISTING OF THE ANN CLARK PATTON TRUST, HOWARD CLARK TRUST AND THE JOHN CLARK TRUST	SHELBY RESOURCES, LLC	8/17/2005	<b>-</b>	98	178	14W	NZNZ	613	2031	75620	BARTON	8
Ø	GARY L BENTON AND GILLIAN P. BENTON SHELBY RESOURCES, ILC	SHELBY RESOURCES, LLC	5/12/2005	•	-	185	14W	NE/4	612	8738	72473	BARTON	Š

Exhibit "A" Leases

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STATE	§ 9.	ñ	ক্	8	8	ক্
COUNTY	BARTON	BARTON	BARTON	BARTON	BARTON	BARTON
RECORDING	73763					
	9845	119	46	47	45	2418
BOOK PAGE	915	358	432	432	432	617
	DESCRIBED AS THE NW4, LESS THE FOLLOWING TRACTS: BEGINNING AT THE WA4, AD ISTANDED BEARING OF THE WA4. AD ISTANDE OF THE WA4. AD ISTANDE OF THE WA4. AD ISTANDE OF TAS OF EET: THENCE ON A BEARING OF NBB DEGREES 170°CE A DISTANCE OF TAS OF EET: THENCE ON A BEARING OF EET OF THENCE ON A BEARING OF SOUTH LINE OF NW4; THENCE ON A BEARING OF SOUTH LINE OF WW4, THENCE ON A BEARING OF SOUTH LINE OF NW4, THENCE ON A LACING THE SOUTH LINE OF NW4, THENCE ON A LACING THE SOUTH LINE OF NW4, THENCE ON A LACING THE SOUTH LINE OF THE POLLOWING TRACT: COMMENCING AT THE SOUTH LINE OF THE NORTH ALONG THE WEST LINE OF THE NW4, A DISTANCE OF 178.00 FEET TO THE OF THE WEST LINE OF THE NW4, THENCE ON AN ASSUMED BEARING OF NORTH, ALONG THE WEST LINE OF THE NW4, A DISTANCE OF 272.00 FEET; THENCE ON A BEARING OF NOS DEGREES 170°CE AN A BEARING OF SOUTH A DISTANCE OF 272.00 FEET; THENCE ON A BEARING OF SOUTH A DISTANCE OF 272.00 FEET; THENCE OF A BEARING OF SOUTH A DISTANCE OF 272.00 FEET; THENCE OF A BEARING OF SOUTH A DISTANCE OF 272.00 FEET; THENCE OF A BEARING OF SOUTH A DISTANCE OF 272.00 FEET; THENCE OF A BEARING OF SOUTH A DISTANCE OF 272.00 FEET; THENCE OF SOUTH A DISTANCE OF 272.00 FEET; THENCE OF A BEARING OF SOUTH OF BEGINNING.	SW (LYING SOUTH OF THE RAILROAD)	W	w	W	¥
E LEG			/ E2NW	/ E2NW	/ E2NW	/ N/2NE
RANG	44	14W	14W	14W	14W	14W
SECTION TOWNSHIP	185	188	185	188	185	188
SECTION	<del>.</del>	ro	9	10	10	24
TRACT NO.	-	~	-	- 1	-	×
LEASE	7/6/2005	1/12/1978	1/6/1984	1/10/1984	1/10/1984	5/3/2012
LESSEE	SHELBY RESOURCES, LLC	JOHN S. MARTIN	ALLEN DRILLING COMPANY	ALLEN DRILLING COMPANY	ALLEN DRILLING COMPANY	J. FRED HAMBRIGHT, INC.
	DAVID P. WIRTH AND PAMELA E. WIRTH,	FRANK I. HARPER AND ALICE HARPER, HIS JOHN S. MARTIN WIFF, ELEEN SAPPINGTON AND CLIFFORD SAPPINGTON, HER HUSBAND: EVELYN MAY ANDERSON AND VERNON S. ANDERSON, HER HUSBAND: DELMER D. HARPER AND PEGOY. LEAN HARPER, HIS WIFE; SYLVESTER E. HARPER, HIS WIFE HARPER, HIS WIFE HARPER, HIS WIFE	VICKIE HARPER, A SINGLE PERSON AND ALICE HARPER, A SINGLE PERSON	EVELYN MAE ANDERSON AND VERNON S. ANDERSON , HER HUSBAND	DELMAR D. HARPER AND PEGGY JEAN HARPER, HIS WHE; ELLEN SAPPINGTON AND CLIFTORD SAPPINGTON, HER HUSBAND; AND SYLVESTER HARPER AND MIDGE HARPER, HIS WIFE	ROGER E. NELSON AND DEBBIE J. NELSON, HIS WIFE
LEASE NO.	K514428	KS10941	KS10943A	KS10943B	KS10943C	KS11304

LEASE NO LESSOR KS11302 RAE JEAN HUNT

	STATE	<u>&amp;</u>
	COUNTY	BARTON
	BOOK PAGE REFERENCE	
	PAGE	1989
	BOOK	619
	SECTION TOWNSHIP RANGE LEGAL DESCRIPTION	SIZ LESS AND EXCEPT THAT PART OF THE SWA DESCRIBED SAS POLLOWS. COMMENCING AT THE SEC OF THE SWA OF SCRILLOWS. SPAND AS SPAND OF THE SWA OF SCRILLOWS. SWA OF SCRILLOWS. THENCE ON AN WEST, ALONG THE SOUTH LINE OF THE SWA, A DISTANCE OF 59 FT TO THE SOWH, A DISTANCE OF 59 FT TO THE SOWH, A DISTANCE OF 59 FT TO THE SOWH LINE OF SWA OF SAID ON A BEARING OF SOUTH BY DEGREES 39 MINUTES AS SECONDS WEST, ALONG ON A BEARING OF SOUTH BY DEGREES ON A BEARING OF NORTH OF SECONDS SECTION, A DISTANCE OF 246 FT, THENCE ON A BEARING OF NORTH BY DEGREES, AS ASCCONDS SEAT A BEARING OF SOUTH BY DEGREES, A BINUTES AS ASCCONDS SEAT A BEARING OF SOUTH BY DEGREES, A BINUTES AS ASCCONDS WEST, A BEARING OF SOUTH OF DEGREES A BINUTES AS SECONDS WEST A DISTANCE OF 245 FT TO POINT OF BEGINNING.
	RANGE	440
	TOWNSHIP	18S
Leases	SECTION	25
	TRACT NO.	<del>-</del>
	DATE	6/8/2012
,	LESSEE	J. FRED HAMBRIGHT, INC.
	LESSOR	RAE JEAN HUNT TRUST DATED 3/6/2001; RALPH G. OPIE TRUST DATED 3/2/1994; MELVIN C. HUNT, HUSBAND OF RAE JEAN HUNT, C/O RAE JEAN HUNT
	0	

Rvsd. 1080/2017

Page 6 of 6

Exhibit "B" Wells

								-	
FIELD	WELL NAME	API	OPERATOR	COUNTY	STATE	W	WINRI	W	WINE
BOGER	CHILDS TRUST 1-27	15009249690000	ENERGYQUEST 11, LLC	BARTON	S.			1.00000000	0.83500000
воур	BENTON-WIRTH UNIT 1-1	15009249720000	ENERGYQUEST II, LLC	BARTON	KS			1.000000000	0.82604550
воур	BENTON-WIRTH UNIT 2-1	15009250060000	ENERGYQUEST II, LLC	BARTON	KS			1.000000000	0.82604550
BOYD	HARPER #7	15009238470000	ENERGYQUEST II, LLC	BARTON	KS			0.81048821	0.68384957
BOYD	HARPER 1	15009073220000	ENERGYQUEST II, LLC	BARTON	KS	0.78384650	0.68586000	0.75259650	0.65852115
BOYD	HARPER 4 SWD	15009222380000	ENERGYQUEST II, LLC	BARTON	KS			0.81048821	0.00000000
воур	MCCURRY 1-36	15009249550000	ENERGYQUEST II, LLC	BARTON	KS		,	1.000000000	0.83000000
воур	PATTON TRUST 1-36	15009250500000	ENERGYQUEST II, LLC	BARTON	KS			0.91000000	0.74620000
воур	PATTON TRUST 2-36	15009252190000	ENERGYQUEST II, LLC	BARTON	KS			0.91000000	0.74620000
BOYD	PATTON TRUST 36-41	15009255700000	ENERGYQUEST II, LLC	BARTON	KS			0.91000000	0.74620000
воур	YEAKLEY 1-8	15009250330000	ENERGYQUEST II, LLC	BARTON	KS	0.79000000	0.65570000	0.77500000	0.64325000
BRACK	BRACK FAMILY FARMS 1-19 SWD	15009251820001	ENERGYQUEST II, LLC	BARTON	KS			0.9900000	0.81180000
CHASE-SILICA	RUGAN-SOEKEN 1-19	15009249040000	ENERGYQUEST II, LLC	BARTON	KS			0.9700000	0.80995000
CHEYENNE VIEW	MILLER DAVIS 1-4	15009253320000	SHELBY RESOURCES LLC	BARTON	KS			0.36330000	0.29518125
DECEPTION CREEK	ALAN HOFFMAN 1-18	15009251960000	ENERGYQUEST II, LLC	BARTON	KS			1.00000000	0.82000000
DECEPTION CREEK	HOFFMAN 1-18	15009251310000	ENERGYQUEST II, LLC	BARTON	KS	0.96120000	0.78818400	0.93120000	0.78358400
DECEPTION CREEK	HOFFMAN 18-31	15009257230000	ENERGYQUEST II, LLC	BARTON	, KS	0.96120000	0.78818400	0.93120000	0.76358400
DECEPTION CREEK	HOFFMAN 18-34	15009257180000	ENERGYQUEST II, LLC	BARTON	KS	1.000000000	0.80000000	0.54900000	0.43920000
HOISINGTON EAST	HOFFMAN RANCH 1-23	15009251320000	ENERGYQUEST II, LLC	BARTON	KS	0.93120000	0.76358400	0.91620000	0.75128400
HOISINGTON EAST	HOFFMAN RANCH 21-20	15009252620000	ENERGYQUEST II, LLC	BARTON	KS	0.94250000	0.77285000	0.92500000	0.75850000
HOISINGTON EAST	HOFFMAN RANCH 23-23	15009256390000	ENERGYQUEST II, LLC	BARTON	KS	0.93120000	0.76358400	0.91620000	0.75128400
HOISINGTON EAST	KATHY HOFFMAN 1-18	15009252400000	ENERGYQUEST II, LLC	BARTON	κS	0.92500000	0.74000000	0.93120000	0.76358400
HOISINGTON SOUTHWEST	LACEY 1-20	15009251130000	ENERGYQUEST II, LLC	BARTON	ĸs	0.93120000	0.77289600	0.91820000	0.78046600
HOISINGTON SOUTHWEST	LACEY 2-20	15009252100000	ENERGYQUEST II, LLC	BARTON	ĸS	0.93120000	0.77289600	0.91820000	0.76046000
HOISINGTON SOUTHWEST	LACEY 3-20	15009252130000	ENERGYQUEST II, LLC	BARTON	κS	0.93120000	0.77289600	0.91620000	0.76046000
MCCAULEY	DEUTSCH 1-34	15009252220000	ENERGYQUEST II, LLC	BARTON	KS.	0.53700000	0.43497000	0.50700000	0.41067000
MUE-TAM	MILLER 1-35	15009248620000	ENERGYQUEST II, LLC	BARTON	Ş			1.000000000	0.81710000
MUE-TAM	MILLER 2-35	15009248990000	ENERGYQUEST II, LLC	BARTON	KS.			1.000000000	0.81710000
MUE-TAM	MILLER 3-35	15009249000000	ENERGYQUEST II, LLC	BARTON	χ.			1.00000000	0.81710000
MUE-TAM	MILLER-DOLL 35-42	15009255860000	ENERGYQUEST II, LLC	BARTON	KS			1.00000000	0.82111510
SANDFORD	CLARK 1-25	15009250640000	ENERGYQUEST II, LLC	BARTON	KS			0.97000000	0.79540000
SETTE	MORTIMER 31-32	15009256800000	ENERGYQUEST II, LLC	BARTON	KS			1.000000000	0.87500000
SETTE	MORTIMER 31-32B	15009257360000	ENERGYQUEST II, LLC	BARTON	KS			1.000000000	0.87500000
SETTE	MORTIMER 31-41	15009257280000	ENERGYQUEST II, LLC	BARTON	Ϋ́S			1.000000000	0.87500000
TRAPP	DEMEL 1-15	15009250320000	ENERGYQUEST II, LLC	BARTON	κS			1.00000000	0.83000000
TRAPP	DEMEL 2-15 SWD	15009251420001	ENERGYQUEST II, LLC	BARTON	Ϋ́S			1.00000000	0.00000000