## KOLAR Document ID: 1371342

Form T-1 July 2014

Form must be Typed

| KANSAS CORPORATION COMMISSION   |
|---------------------------------|
| OIL & GAS CONSERVATION DIVISION |

Form must be Signed **REQUEST FOR CHANGE OF OPERATOR** All blanks must be Filled 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: 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.: \_\_\_\_ . \_Sec. \_\_\_\_\_Twp. \_\_\_\_\_R. \_\_\_\_ E W Spot Location: \_\_\_\_\_\_ feet from N / S Line Legal Description of Lease: feet from E / W Line Enhanced Recovery Project Permit No.: \_\_\_\_ Entire Project: Yes No County: \_\_\_\_\_ Number of Injection Wells \_\_\_\_\_ Production Zone(s): Field Name: \_ Injection Zone(s):\_\_\_\_ \*\* Side Two Must Be Completed. Surface Pit Permit No.: \_\_\_\_ \_\_\_\_feet from \_\_\_\_\_N / \_\_\_S Line of Section (API No. if Drill Pit, WO or Haul) Ε/ W Line of Section feet from 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 authorization, surface pit permit #\_\_\_\_ \_\_\_\_\_ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the 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

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

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.

## KOLAR Document ID: 1371342

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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 #        | Well Location:   |
|----------------------------|--|
| Name:                      |  |
| Address 1:                 | County:  |
| Address 2:                 | Lease Name: Well #:  |
| City: State: Zip:+         | If filing a Form T-1 for multiple wells on a lease, enter the legal description of   |
| Contact Person:            | the lease below:   |
| Phone: ( ) Fax: ( )        |  |
| Email Address:             |  |
| Surface Owner Information: |  |
| 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<br>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.

Date: \_\_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_\_

## **INSPECTION REPORT**

| Case#             |  | New                      | plaint<br>Situation<br>onse to request<br>w-up |
|-------------------|--|--------------------------|--|
| Date of           | D 1 00 0017                                |                          |  |
| Inspection:       | December 28, 2017                          |                          |  |
| <b>Operator</b> : | Hoffman Resources LLC                      | License:                 | 35510  |
| Address:          | 165 WEST 1ST STREET                        | Location:                | NE/4 31-17-13w                                 |
| City/St:          | Hoisington, KS 67544                       | Lease:                   | Mortimer                                       |
| Phone:            | 620-653-4791                               | County:                  | Barton   |
| Reason for i      | <b>investigation</b> : <u>T/1 Transfer</u> |                          |  |
| Problem:          | NONE                                       |                          |  |
| Findings:         |  |                          |  |
| 0                 | er 31-32 API 15-009-25680-00-00 GPS Lo     | cation Lat. 38.52982 L   | .ong098.79884                                  |
|                   | ation SE SW NE. Well is a producer and wa  |                          |  |
| >                 |  | -                        |  |
| > <u>Mortim</u>   | er 31-41 API 15-009-25726-00-00 GPS Lo     | cation Lat. 38.53428 L   | <u>.ong098.79602</u>                           |
| Spot loc          | ation SE SW NE. Well is a producer and wa  | as running at time of in | spection                                       |
| $\triangleright$  |  |                          |  |
| > <u>Mortim</u>   | er #31-32B API 15-009-25736-00-00 GPS      | Location Lat. 38.5316    | <u>51 Long098.79938</u>                        |
| Spot loc          | ation NE SW NE. Well is a producer and w   | as running at time of in | <u>ispection</u>                               |

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Action /recommendations: Lease is in compliance as of this date.

Bruce Rodie E.C.R.S.

(agent)

Bruce Rodie

(signature)

cc: file

## **INSPECTION REPORT**

| Case#                  |  | New       | plaint<br>Situation<br>onse to request<br>w-up |
|------------------------|--|-----------|--|
| Date of<br>Inspection: | December 28, 2017  |           |  |
| <b>Operator</b> :      | Hoffman Resources LLC  | License:  | 35510  |
| Address:               | 165 WEST 1ST STREET  | Location: | NW/4 6-18-13W                                  |
| City/St:               | Hoisington, KS 67544   | Lease:    | Yeakley  |
| Phone:                 | 620-653-4791   | County:   | Barton   |
| Reason for i           | investigation: <u>T/1 Transfer</u>   |           |  |
| Problem:               | NONE   |           |  |
|                        | 7 <b>1-6 API 15-009-25033-00-00</b> GPS Location attion SW NE NW. Well is a producer and w |           |  |

 $\triangleright$ 

Action /recommendations:

Lease is in compliance as of this date..

Bruce Rodie

(signature)

Bruce Rodie E.C.R.S. (agent)

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 ("<u>Grantor</u>") 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 "<u>Purchase Agreement</u>") 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 "<u>Assignment</u>").

## ASSIGNMENT

<u>Section 1</u> <u>Assignment</u>. 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 "<u>Assets</u>"):

(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 "<u>Wells</u>");

(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 "<u>Contracts</u>");

(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 "<u>Records</u>"), but excluding, in each case (subject to such exclusions, the "<u>Excluded Records</u>"):

- 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).

<u>Section 3</u> <u>Special Warranty: Disclaimer</u>. 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.

<u>Section 4</u> <u>Disclaimer of Other Warranties</u>. 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).

<u>Section 6</u> <u>Subject to Contracts</u>. 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>Section 7</u> <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.

<u>Section 11</u> <u>Governing Law</u>. 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 1<sup>st</sup> day of August, 2017, the "Effective Date".

**GRANTOR:** 

## **ENERGYQUEST II, LLC**

By: <u>Vame a. Greenwalt</u> Name: Wayne A. Greenwalt

Title: President and Chief Executive Officer

STATE OF TEXAS ş ş ş COUNTY OF MONTGOMERY

BEFORE ME, on this <u>3<sup>cd</sup></u> day of <u>November</u>, 2017, the undersigned Notary Public, on this day personally appeared <u>Wayne A. Greenwalt</u>, who, being by me duly sworn, 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.



Kathene Pene Ullanno C Notary Public, State of Texas Printed Name: Kotrena Pere Villarreal My Commission Expires: <u>111/2019</u>

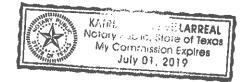
## **GRANTEE:**

**HOFFMAN RESOURCES, LLC** 

By: Name: Alan J. Hoffn Title: Owner

## STATE OF TEXAS § COUNTY OF MONTGOMERY §

BEFORE ME, on this <u>3</u><sup>24</sup> 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 <u>Owner of Hoffman Resources, LLC</u>, 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.



Kahena Rone UUI Notary Public, State of Texas

Notary Public, State of Texas Printed Name: <u>Katvene Pene Villamel</u> My Commission Expires: <u>112019</u>

|           |  |                                |            |     | ſ       |                  |                 |                         |                |                 |                   |        |               |
|-----------|--|--------------------------------|------------|-----|---------|------------------|-----------------|-------------------------|----------------|-----------------|-------------------|--------|---------------|
| LEASE NO. | LESSOR   | LESSEE                         | LEASE      | NO. | BECTION | SECTION TOWNSHIP | RANGE           | RANGE LEGAL DESCRIPTION | BOOK           | BOOK PAGE       | RECORDING         | COUNTY | STATE         |
| KS10595   | WARREN A. RUGAN ESTATE, KURT A.<br>RUGAN, EXECUTOR, SHARON K. THEIMER,<br>WARREN G. RUGAN, WALTER P. RUGAN<br>AND KURT A. RUGAN    | SHELBY RESOURCES, LLC          | 2/28/2005  | -   | 19      | 205              | 11W             | SWH                     | 612            | 7537            | 70933             | BARTON | ¥3            |
| KS10596   | STEVEN L. SOEKEN AND JANENE SOEKEN,<br>H/W   | SHELBY RESOURCES, LLC          | 11/3/2004  | -   | 90      | 502              | 11W             | NW/4                    | ê12            | 5088            | 68781             | BARTON | ¥3            |
| K\$10597  | DAN SOEKEN AND DIANA SOEKEN, HW  | SHELBY RESOURCES, LLC          | 11/3/2004  | F   | 00      | 592              | 11W             | NW//4                   | 612            | 5439            | 69083             | BARTON | Ks            |
| KS10598A  | CHAROLYN K MILLER, ADMINISTRATOR,<br>C.T.A. OF THE ESTATE OF VERNON MILLER,<br>DECEASED  | SHELBY RESOURCES, LLC          | 3/2/2005   | ÷   | 35      | 20S              | 11W             | NE/4                    | 612            | 7530            | 70932             | BARTON | ĸs            |
| KS10598B  | GEORGE MILLER, JR. AND PHYLLIS MILLER, SH<br>H7W   | , SHELBY RESOURCES, LLC        | 3/2/2005   | -   | 35      | 305              | 11W             | NE44                    | 612            | 7528            | 70932             | BARTON | 12            |
| KS10959   | MARK J. DOLL AND PATRICIA DOLL,<br>HUSBAND AND WIFE  | CAPITAL LAND SERVICES,<br>INC. | 3/7/2011   | 1   | 35      | 205              | 11W             | 82                      | 616            | 4082            |                   | BARTON | KS            |
| KS10881A  | GEORGE MILLER, JR. AND PHYLLIS MILLER, SH<br>HUSBAND AND WIFE  | , SHELBY RESOURCES, LLC        | 3/28/2008  | F   | 4       | 195              | 12W             | SE                      | 614            | 6971            | 88981             | BARTON | KS            |
| KS10881B  | JOSEPH P. KLOPPER AND JULIE DAWN<br>KLOPPER, INDIVIDUALLY AND AS<br>TRUSTEES OF THE KLOPPER LIVING<br>TRUST DATED DECEMBER 8, 2006 | SHELBY RESOURCES, LLC          | 3/28/2008  | ÷   | 4       | 195              | 12W             | Ш                       | 614            | 6968            | 88961             | BARTON | ks            |
| KS10881C  | LORI M. GREENFIELD AND DONALD<br>GREENFIELD, WIFE AND HUSBAND  | SHELBY RESOURCES, LLC.         | 3/28/2008  | -   | +       | 195              | 12W             | 8E                      | 614            | 6967            | 88961             | BARTON | 2             |
| KS10430   | Michael I. Demel & Sandra K. Demel,<br>Hwv   | SHELBY RESOURCES, LLC          | 5/16/2006  | F   | 15      | 175              | 13W             | NW/4                    | 613            | 4252            | 77748             | BARTON | Ks            |
| KS10382A  | MANCY A. CLARKSON AND JOHN W.<br>CLARKSON, WIFE AND HUSBAND  | SHELBY RESOURCES, LLC          | 3/10/2006  | +   | #       | <del>321</del>   | <del>13W</del>  | N54                     | 613            | 8688            | 72473             | BARTON | <del>8</del>  |
| 878601S)  | RICHARD B. TROTTER AND ROBERTA C.<br>TROTTER, HUSBAND AND WIFE   | SHELBY RESOURCES, LLC          | 3/10/2006  | +   | #       | <del>521</del>   | <del>13</del> W | NE4.                    | <del>1</del> 9 | <del>8601</del> | 72473             | BARTON | \$            |
| KS10382G  | LINDA K. GALYEAN, A SINGLE WOMAN   | SHELBY RESOURCES, LLC          | 3/10/2006  | +   | #       | <del>178</del>   | <del>MC1</del>  | NEA                     | ദ              | <del>7648</del> | <del>2/00//</del> | BARTON | <del>31</del> |
| 46910383D | WILLIAM R. P. WELCH, ALSO KNOVAN AS-<br>WILLIAM ROBERT PUTNAM WELCH, AS<br>TRUSTEE OF THE CARTER TRUST DATED.<br>42/204/078        | SHELBY RESOURCES, LLC          | 3/10/2005  | 4   | 4       | <del>51</del>    | <del>13</del> W | NE4                     |                | 8698            | 72473             | BARTON | <b>K</b> 8    |
| K610382E  | MARK A. BLEHNI, AS RECEIVER FOR GAPY<br>P. BUCHNER, TRUSTEE OF THE K2 TRUST<br>BATED 13/20/1004                                    | SHELBY RESOURCES, LLC          | 100239     | +   | 4       | <del>175</del>   | <del>13</del> ₩ | NEA                     | <del>1</del> 8 | <del>613</del>  | 83415             | BARTON | <u>9</u>      |
| KS10416   | ALAN J. HOFFMAN AND KATHLEEN A.<br>HOFFMAN, HW   | SHELBY RESOURCES, LLC          | 5/2/2007   | -   | 18      | 17S              | 13W             | NE/4                    | 614            | 1064            | 83629             | BARTON | KS            |
| KS10516   | ALAN J. HOFFMAN AND KATHLEEN A.<br>HOFFMAN, HW   | SHELBY RESOURCES, LLC          | 12/10/2007 | F   | 18      | 17S              | 13W             | SE/4                    | 614            | 4809            | 36895             | BARTON | 2             |
| KS10593   | ALAN J. HOFFMAN AND KATHLEEN A.<br>Hoffman, h/w  | SHELBY RESOURCES, LLC          | 12/10/2007 | -   | 18      | 17S              | 13W             | E2SW                    | 614            | 4811            | 89895             | BARTON | 5             |
| KS10390A  | PHILIP C. LACEY AND NANCY L. LACEY, HW SHELBY RESOURCES, LLC   | VSHELBY RESOURCES, LLC         | 3/31/2005  | F   | 8       | 17S              | 13W             | SW/4                    | 612            | 7666            | 70973             | BARTON | KS            |
| KS10390B  | RICHARD W. LACEY AND TEDI M. LACEY,<br>HUSBAND AND WIFE  | SHELBY RESOURCES, LLC          | 2/16/2005  | -   | 20      | 175              | 13W             | SW/4                    | 612            | 7581            | 70948             | BARTON | KS            |
| KS10390C  | GEORGE D. HERMAN AND PAULA LACEY<br>HERMAN, HUSBAND AND WIFE   | SHELBY RESOURCES, LLC          | 3/31/2005  | -   | 20      | 175              | 13W             | W/2SW/4                 | 612            | 7655            | 70973             | BARTON | KS            |
| KS10396   | HOFFMAN RANCHES, INC.  | SHELBY RESOURCES, LLC          | 2/17/2005  | -   | 20      | 175              | 13W             | E/2NW#4                 | 612            | 7603            | 70948             | BARTON | ŋ             |
|           |  |                                |            |     |         |                  |                 |                         |                |                 |                   |        |               |

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|        | STATE                            | KS                    | XS  | XS   | ŝ  | ŝ   | ٤   | <b>8</b>  |
|--------|----------------------------------|-----------------------|---|--|--|---|---|---|
|        | COUNTY 8                         | BARTON                | BARTON  | BARTON   | BARTON   | BARTON  | BARTON  | BARTON  |
|        | RECORDING C                      |                       | Ð   | •  |  | Ð   |   |   |
|        | _                                | 7600                  | 3785  | 4259   | 5018   | 16  | 1014  | 1015  |
|        | BOOK PAGE                        | 612                   | 617   | 617  | 617  | 617   | 617   | 617   |
|        | TOWNSHIP RANGE LEGAL DESCRIPTION | SW/4                  | S/2SW/4   | S/2SW/4  | S/2SW/4  | N2  | SW4 COMMENCING AT A POINT ON<br>THE NORTH ROW OF US HWY 281, SAID<br>POINT BEING 50 FEET WEST AND 80<br>FEET NORTH GO FEET WEST AND 80<br>FEET NORTH GO FEET WEST AND 80<br>FEET NORTH GO SAID SW OF SECTION 32,<br>THENCE WESTERLY ALONG SAID<br>NORTH ROW A DISTANCE OF 200 FEET<br>TO THE POINT OF BEGINNING; THENCE<br>WESTERLY 200 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>SOUTHERLY 200 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>WESTERLY 200 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>WESTERLY 200 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>WESTERLY 200 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>WESTERLY 200 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>WESTERLY 200 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>WESTERLY 200 FEET; THENCE<br>WESTERLY 200 FEET; THENCE<br>WESTERLY 200 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>SOUTHERLY 400 FEET; THENCE<br>WESTERLY 200 FEET; THENCE<br>WESTERLY 200 FEET; THENCE<br>WESTERLY 200 FEET; THENCE<br>WESTERLY 400 FEET; THENCE | W2SIWLESS TRACTS DESCRIBED AS<br>EEET EAST OF THE WWC OF THE SW<br>AND ON THE EAST ROWLINE OF THE SW<br>AND ON THE EAST ROWLINE OF US<br>AND ON THE EAST ROWLINE OF US<br>LINE OF SAID SW 384 FEET. THENCE<br>SOUTH, PARALLEL TO THE WEST LINE<br>OF SAID SWTO THE EAST ROWLINE OF<br>SAID SWTO THE EAST ROWCH<br>OF SAID SWTO THE EAST ROWCH<br>OF THE SWWTO THE EAST ROWCH<br>OF THE SWWTO THE EAST ROWCH<br>OF THE SWWTO THE FOULT ROWCH<br>OF SAID SWTO THE EAST ROWCH<br>OF THE SWWTO THE FOULT ROWCH<br>OF THE SWWTO THE EAST ROWCH<br>OF THE SWWTO THE FOULT ROWCH<br>OF THE SWWTO THE FOULT ROWCH<br>OF SAID SWTO THE EAST ROWCH<br>OF THE SWWTO THE FOULT ROWCH<br>OF SAID SWTO THE FOULT ROWCH<br>OF THE SWWTO THE FOULT ROWCH<br>OF SWTO THE FOULT ROWCH<br>OF THE SWWTO THE FOULT ROWCH<br>OF THE SWWTO THE FOULT ROWCH<br>OF SWTO THE FOULT ROWC |
|        | RANGE                            | 13W                   | 13W   | 13W  | 13W  | 13W   | 13W   | 13W   |
|        | TOWNSHIP                         | 175                   | 17S   | 17\$   | 17S  | 17S   | 175   | 178   |
| Leases | SECTION                          | 23                    | 29  | 112  | 53   | 31  | 32  | 8   |
|        | TRACT<br>NO.                     | -                     | -   | -  | **   | -   | ~   |   |
|        | LEASE<br>DATE                    | 2/17/2005             | 9/11/2012   | 9/11/2012  | 9/11/2012  | 4/4/2012  | 5/3/2012  | 5,2/2012  |
|        | LESSEE                           | 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.   |
|        | LESSOR                           | HOFFMAN RANCHES, INC. | RICHARD W. LACEY AND TEDI M. LACEY,<br>HUSBAND AND WIFE | PHILLIP C. LACEY AND NANCY L. LACEY,<br>HUSBAND AND WIFE | GEORGE D. HERMAN AND PAULA LACEY<br>HERMAN, HUSBAND AND WIFE | GLYNN RAY MORTIMER AND NANCY L.<br>MORTIMER, HIS WIFE | CAROL L. DAHLSTEN, FYKA CAROL L.<br>SCHROEDER, TRUSTES OF THE EUGENE<br>H. SCHROEDER, TRUSTES OF THE EUGENE<br>18, 1987 AND TRUSTES OF THE AMILY<br>TRUST ESTABLISHED UNDER THE EUGENE<br>H. SCHROEDER TRUST, DATED DECEMBER<br>18, 1987  | GARY L. WARNER, A MARRIED MAN<br>DEALINGI INI HIS SOLE AND SEPARATE<br>PROFERTY HAVING NEVER LURDI IN<br>KANSAS DURING HIS MARITAL LIFETIME   |
|        | LEASE NO.                        | KS10393               | KS11313A  | KS11313B   | KS11313C   | KS11260   | K511283   | KS11284   |

Exhibit "A"

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| 5/2/2012 1 32 17S | J. FRED HAMBRIGHT, INC. | J. FRE                             | z |
|-------------------|-------------------------|------------------------------------|---|
|                   |                         |                                    |   |
| \$21 T            | 5/4/2012                | J. FRED HAMBRIGHT, INC. 5/4/2012   |   |
| 175               | 55%2012<br>1            | J. FRED HAMBRIGHT, INC. 5/5/2012 1 |   |

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Rvad. 10/30/2017

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|   |         | SSEE<br>LESS            |           | TRACT S<br>NO. |    | dihswwo. | RANGE L                  |   |       | AGE RECORDING |          | Y STATE |
|---|---------|-------------------------|-----------|----------------|----|----------|--------------------------|---|-------|---------------|----------|---------|
| WEST SIDE MOMT, LLC, A KANSAS LIMITED J. FI<br>LIABILITY COMPANY  | ۲.<br>۲ | RED HAMBRIGHT, INC.     | 5/4/2012  | <del></del>    | 32 | 175      | 4 ≪ X № F + 4 № B №      | A TRACT IN THE SEASW4 DESCRIBED<br>IN COMMENCING 80 FEET<br>NORTH OF THE SWC OF SWSW OF<br>SAID SECTION 32, THENCE EAST 271.4<br>SAID SECTION 32, THENCE EAST 271.4<br>THENCE EAST 200 FT; THENCE<br>200 FT, THENCE WEST 200 FT; THENCE<br>SECINNING, CONTAINING 2 ACRES,<br>MORE OR LESS,<br>MORE OR LESS, | 617   | 1201          | BARTON   | . KS    |
|   | J. FRI  | J. FRED HAMBRIGHT, INC. | 5/26/2012 | -              | 32 | 17S      | 13W N                    | NE4 LESS A TRACT IN THE NE CORNER<br>CONTAINING 5 ACRES   | 617   | 1200          | BARTON   | N KS    |
| KEN L. CLARK AND JEANETTE J. CLARK, J. FRE<br>HIS WIFE  | J. FRE  | RED HAMBRIGHT, INC.     | 6/8/2012  | -              | ŝ  | 185      | 13W N                    | MMMM  | 617 1 | 1363          | BARTON   | N KS    |
| J. FRE  | J. FRE  | J. FRED HAMBRIGHT, INC. | 6/8/2012  | -              | ŝ  | 18S      | 13W N                    | MNMAN   | 617   | 1384          | BARTON   | N KS    |
| Gary L. Benton and Gillian P. Benton, J. Fre<br>His wife  | J. FRE  | RED HAMBRIGHT, INC.     | 7/19/2012 | -              | 6  | 18S      | 13W L                    | LOT 6 (37.52 ACRES) & NESW, ADA<br>N/2SW  | 617   | 2419          | BARTON   | -       |
| FRANK L. HARPER AND ALICE HARPER, HIS ALLEN D<br>WIFE; ELEEN SAPPINOTON AND CLIFC/RD<br>SAPPINOTON, HER HUGBAND; EVELYN MAY<br>ANDFRSON AND YRNON S. ANDERSON,<br>HER HUGBAND; DELMRF D. HARPER AND<br>FEGGY JEAN HARPER, HIS WIFE;<br>HARPER, HIS WIFE<br>HARPER, HIS WIFE | ALI     | EN DRILLING COMPANY     | 10/6/1980 | ÷              | 6  | 185      | 14W V<br>4 <del>3W</del> | WZNW  | 888   | 163           | BARTON   | N N     |
| G TRUST AS TRUSTEE OF THE WILLIAMS SHELBY<br>HEIRS TRUST CONSISTING OF THE ANN<br>CLARK PATTON TRUST, HOWMAD CLARK<br>TRUST AND THE JOHN CLARK TRUST  | SHELBY  | SHELBY RESOURCES, LLC   | 8/17/2005 | <del>.</del>   | 25 | 17S      | 14W N                    | NW/A  | 613 2 | 2035 75620    | 0 BARTON | N KS    |
| EDWARD L. MCCURRY AND MARJORIE SHELB'<br>MCCURRY  | SHELBY  | SHELBY RESOURCES, LLC   | 5/11/2005 | ÷              | 36 | 175      | 14W S                    | SWI4, S/2NWI/4  | 612   | 8737 72473    | 3 BARTON | N KS    |
| G TRUST AS TRUSTEE OF THE WILLIAMS SHELB<br>HEIRS TRUSTING OF THE ANN<br>LEIRS TRUST, HOWARD CLARK<br>TRUST AND THE JOHN CLARK TRUST<br>TRUST AND THE JOHN CLARK TRUST  | SHELBY  | SHELBY RESOURCES, LLC   | 8/17/2005 | ←              | 96 | 175      | 14W N                    | NZNZ  | 613   | 2031 75620    | 0 BARTON | N KS    |
| GARY L BENTON AND GILLIAN P. BENTON SHELBY RESOURCES, LLC   | SHELBY  | ' RESOURCES, LLC        | 5/12/2005 |                | -  | 18S      | 14W N                    | NE/4  | 612   | 8738 72473    | 3 BARTON | N KS    |

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| STATE              | 2<br>2   | S.  | 8 <u>8</u>   | KS<br>KS  | ŝ  | S.  |
|--------------------|--|---|--|---|--|---|
| COUNTY             | BARTON   | BARTON  | BARTON   | BARTON  | BARTON   | BARTON  |
| RECORDING          | 73783  |   |  |   |  |   |
| PAGE               | 9845   | 19  | 46   | 47  | 45   | 2418  |
| BOOK               | 612  | 928   | 432  | 432   | 432  | 617   |
| LEGAL DESCRIPTION  | LOTS 3(33.80), 4(38.72), SIZNWA (ALSO<br>COTS 3(33.80), 4(38.72), SIZNWA (ALSO<br>FOLLOWING TREATS: BESAINING AT<br>THE REV CORRENCE OF THE NWA,<br>THENCE ON AN ASSUMED BEARING OF<br>NORTH, ALONG THE WEST LINE OF THE<br>THENCE ON AN ASSUMED BEARING OF<br>NWA, A DISTANCE OF 178.00 FEET<br>THENCE ON A BEARING OF NAB<br>SOUTH A DISTANCE OF 178.00 FEET TO<br>THE SOUTH LINE OF NWA; THENCE ON<br>ALONG THE SOUTH LINE OF NWA; A ALONG THE SOUTH ALION<br>ALONG THE SOUTH LINE OF NWA, A<br>ALONG THE SOUTH LINE OF NWA, A<br>DISTANCE OF 491.30 FEET TO POINT OF<br>BEARING OF ADD LESS THE POLLOWING<br>TRACT: COMMENCING AT THE SW<br>CORNER OF THE NWA, A<br>DISTANCE OF 178.00 FEET TO THE<br>NWA, A DISTANCE OF 491.30 FEET TO POINT OF<br>BEARING OF SOUTH AND A<br>DISTANCE OF 178.00 FEET TO THE<br>CONTINUING ON A BEARING OF NORTH, ALONG<br>THE WEST LINE OF THE NWA, A<br>DISTANCE OF 491.30 FEET TO THE<br>CONTINUING ON A BEARING OF NORTH, ALONG<br>THE WEST LINE OF THE NWA, A<br>DISTANCE OF 491.30 FEET THENCE ON AN<br>A BEARING OF NAB DEGREES TTOOTE OF<br>ALLONG THE WEST LINE OF THE NWA, A<br>DISTANCE OF 491.30 FEET THENCE ON AN<br>A BEARING OF NAB DEGREES TTOOTE OF<br>391.30 FEET THENCE OF A<br>A BEARING OF AND A BEARING OF NORTH, ALONG<br>THE WEST LINE OF THE NWA, A<br>DISTANCE OF 491.30 FEET THENCE ON AN<br>A BEARING OF NAB DEGREES TOOTE OF<br>391.30 FEET TO POINT OF BEGINNING | SW (LYING SOUTH OF THE RAILROAD)  | E2NW   | E2NW  | E2NW   | N2NE  |
| RANGE              | 144  | 14W   | 14W  | 14W   | 14W  | 14W   |
| SECTION TOWNSHIP R | 88<br>20   | 88  | 185  | <b>18S</b>  | 185  | 88.<br>-  |
| ECTION             | -  | n   | 6  | ₽   | 10   | 24  |
| TRACT S            | Ŧ  | -   | -  | -   | -  | ×   |
| LEASE<br>DATE      | 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.                           |
| LESSOR             | DAVID P. WIRTH AND PAMELA E. WIRTH, S<br>H/W   | FRANK L, HARPER AND ALLCE HARPER, HIS JOH<br>WIFE; ELEEN SAPPINGTON AND CLIFFORD<br>SAPPINGTON, HER NUBSAND; EVELYN MAY<br>ANDERSON, AND VERNON S, ANDERSON,<br>HER HUSBAND; DELMER D, HARPER AND<br>PEGGV LAGM HARPER, HIS WIFE;<br>YVLEGTER E, HARPER AND MIDGE<br>HARPER, HIS WIFE | VICKIE HARPER, A SINGLE PERSON AND ALICE HARPER, A SINGLE PERSON | EVELYN MAE ANDERSON AND VERNON S. A<br>ANDERSON , HER HUSBAND | DELMAR D. HARPER AND PEGGY JEAN<br>HARPER, HIS WHEF, ELEEN SAPPINGTON<br>AND CLIFFORD SAPPINGTON, HER<br>HUSBAND, AND SYLVESTER HARPER AND<br>MIDGE HARPER, HIS WIFE | ROGER E. NELSON AND DEBBIE J.<br>Nelson, his wife |
| LEASE NO.          | KS10428  | KS10941   | KS10943A   | KS10943B  | KS10943C   | KS11304   |

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| <b>STATE</b>                             | δ.<br>δ  |
| COUNTY                                   | BARTON   |
| BOOK PAGE RECORDING                      |  |
| PAGE                                     | 1969   |
| BOOK                                     | 6  |
| SECTION TOWNSHIP RANGE LEGAL DESCRIPTION | Siz LESS AND EXCEPT THAT PART OF<br>SIZ LESS AND EXCEPT THAT PART OF<br>COMMENCING AT THE SEC OF THE<br>ASSUMED BEARING OF SOLTH WA<br>ASSUMED BEARING OF SOUTH B9<br>DEGREES, 39 MINUTES 44 SECONDS<br>WEST, ALLONG THE SOUTH LINE OF THE<br>SWI4, A DISTANCE OF SOLTH LINE OF THE<br>POINT OF REGININING OF THE LAND TO<br>SWI4, A DISTANCE OF SOLTH LINE OF THE<br>POINT OF REGININING OF THE LAND TO<br>CON A BEARING OF SOUTH B9 DEGREES<br>39 MINUTES 44 SECONDS WEST, ALONG<br>CON A BEARING OF SOUTH B9 DEGREES<br>39 MINUTES 45 SECONDS<br>SECTION, A DISTANCE OF 20 FT;<br>THENCE ON A BEARING OF NORTH 99 DEGREES<br>ON A BEARING OF SOUTH 95 DEGREES<br>ON A BEARING OF SOUTH 95 DEGREES<br>ON A BEARING OF SOUTH 95 DEGREES<br>ON A BEARING OF SOUTH 00 DEGREES 4<br>MINUTES 45 SECONDS WEST A<br>DISTANCE OF 20 FT; THENCE ON A<br>BEARING OF SOUTH 00 DEGREES 4<br>DISTANCE OF 20 FT; THENCE ON A<br>BEARING OF SOUTH 00 DEGREES 4<br>DISTANCE OF 20 FT; THENCE ON A<br>BEARING OF SOUTH 00 DEGREES 4<br>DISTANCE OF 245 FT TO POINT OF<br>BEGINNING. |
| RANGE                                    | 14W  |
| TOWNSHIP                                 | 188  |
| SECTION                                  | 25   |
| TRACT<br>NO.                             | <b>-</b>   |
| LEASE<br>DATE                            | 6/8/2012   |
| LEASEE                                   | J. FRED HAMBRIGHT, INC.  |
| LESSOR                                   | MALPH E. OPIE TRUST DATED 36/2001;<br>RALPH E. OPIE TRUST DATED 32/1994;<br>MELVING. CHNINT, HUSBAND OF RAE JEAN<br>HUNT, CKO RAE JEAN HUNT  |
| LEASE NO                                 | Ks11302  |

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|----------------------|-----------------------------|----------------------------------|----------------------|--------|----------|------------|------------|------------|------------|
|                      |                             |                                  |                      |        |          |            | BPO        | ×          | APO        |
| FIELD                | WELL, NAME                  | API                              | OPERATOR             | COUNTY | STATE    | M          | WINRI      | M          | WINRI      |
| BOGER                | CHILDS TRUST 1-27           | 15009249890000<br>45000248260000 | ENERGYQUEST 11, LLC  | BARTON | ŝ        |            |            | 1.00000000 | 0.8350000  |
| BOYD                 | BENTON-WIRTH UNIT 1-1       | 15009249720000                   | ENERGYQUEST II, LLC  | BARTON | KS       |            |            | 1.00000000 | 0.82604550 |
| BOYD                 | BENTON-WIRTH UNIT 2-1       | 15009250060000                   | ENERGYQUEST II, LLC  | BARTON | KS<br>KS |            |            | 1.00000000 | 0.82604550 |
| BOYD                 | HARPER #7                   | 15009238470000                   | ENERGYQUEST II, LLC  | BARTON | ¥5       |            |            | 0.81048821 | 0.68384957 |
| BOYD                 | HARPER 1                    | 15009073220000                   | ENERGYQUEST II, LLC  | BARTON | ¥S<br>K  | 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 | КS<br>КS |            |            | 1.00000000 | 0.83000000 |
| BOYD                 | PATTON TRUST 1-36           | 15009250500000                   | ENERGYQUEST II, LLC  | BARTON | ŝ        |            |            | 0.9100000  | 0.74620000 |
| BOYD                 | PATTON TRUST 2-36           | 15009252190000                   | ENERGYQUEST II, LLC  | BARTON | ¥S<br>S  |            |            | 0.9100000  | 0.74620000 |
| BOYD                 | PATTON TRUST 36-41          | 15009255700000                   | ENERGYQUEST II, LLC  | BARTON | KS       |            |            | 0.9100000  | 0.74620000 |
| DAD                  | YEAKLEY 1-8                 | 15009250330000                   | ENERGYQUEST II, LLC  | BARTON | KS       | 0.7900000  | 0.65570000 | 0.77500000 | 0.64325000 |
| BRACK                | BRACK FAMILY FARMS 1-19 SWD | 15009251820001                   | ENERGYQUEST II, LEC  | BARTON | кs       |            |            | 0.9800000  | 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                | 15008251310000                   | ENERGYQUEST II, LLC  | BARTON | KS       | 0.96120000 | 0.78818400 | 0.93120000 | 0.76358400 |
| DECEPTION CREEK      | HOFFMAN 18-31               | 15009257230000                   | ENERGYQUEST II, LLC  | BARTON | KS       | 0.96120000 | 0.76818400 | 0.93120000 | 0.76358400 |
| DECEPTION CREEK      | HOFFMAN 18-34               | 15009257180000                   | ENERGYQUEST II, LLC  | BARTON | KS       | 1.00000000 | 0.8000000  | 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 | KS       | 0.92500000 | 0.7400000  | 0.93120000 | 0.76358400 |
| HOISINGTON SOUTHWEST | LACEY 1-20                  | 15009251130000                   | ENERGYQUEST II, LLC  | BARTON | KS       | 0.93120000 | 0.77289600 | 0.91820000 | 0.78046600 |
| HOISINGTON SOUTHWEST | LACEY 2-20                  | 15009252100000                   | ENERGYQUEST II, LLC  | BARTON | KS       | 0.93120000 | 0.77289600 | 0.91620000 | 0.76046000 |
| HOISINGTON SOUTHWEST | LACEY 3-20                  | 15009252130000                   | ENERGYQUEST II, LLC  | BARTON | KS       | 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 | KS       |            |            | 1.00000000 | 0.81710000 |
| MUE-TAM              | MILLER 2-35                 | 15009248990000                   | ENERGYQUEST II, LLC  | BARTON | KS       |            |            | 1.00000000 | 0.81710000 |
| MUE-TAM              | MILLER 3-35                 | 15009249000000                   | ENERGYQUEST II, LLC  | BARTON | KS       |            |            | 1.00000000 | 0.81710000 |
| MUE-TAM              | MILLER-DOLL 35-42           | 15009255860000                   | ENERGYQUEST II, LLC  | BARTON | KS       |            |            | 1.0000000  | 0.82111510 |
| SANDFORD             | CLARK 1-25                  | 15009250640000                   | ENERGYQUEST II, LLC  | BARTON | ks       |            |            | 0.9700000  | 0.79540000 |
| SETTE                | MORTIMER 31-32              | 15009256800000                   | ENERGYQUEST II, LLC  | BARTON | KS       |            |            | 1.00000000 | 0.87500000 |
| SETTE                | MORTIMER 31-32B             | 15009257360000                   | ENERGYQUEST II, LLC  | BARTON | KS       |            |            | 1.00000000 | 0.87500000 |
| SETTE                | MORTIMER 31-41              | 15009257280000                   | ENERGYQUEST II, LLC  | BARTON | KS       |            |            | 1.00000000 | 0.87500000 |
| TRAPP                | DEMEL 1-15                  | 00000001000011                   |                      |        |          |            |            |            | -          |
|                      |                             | 15009250320000                   | ENERGYQUEST II, LLC  | BARTON | KS       |            |            | 1.00000000 | 0.8300000  |

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