

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:

- Oil Lease: No. of Oil Wells \_\_\_\_\_ \*\*
- Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*
- Gas Gathering System: \_\_\_\_\_
- Saltwater Disposal Well - Permit No.: \_\_\_\_\_  
Spot Location: \_\_\_\_\_ feet from  N /  S Line  
\_\_\_\_\_ feet from  E /  W Line
- Enhanced Recovery Project Permit No.: \_\_\_\_\_  
Entire Project:  Yes  No  
Number of Injection Wells \_\_\_\_\_ \*\*

Field Name: \_\_\_\_\_

**\*\* Side Two Must Be Completed.**

Effective Date of Transfer: \_\_\_\_\_

KS Dept of Revenue Lease No.: \_\_\_\_\_

Lease Name: \_\_\_\_\_

\_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ R.  E  W

Legal Description of Lease: \_\_\_\_\_

County: \_\_\_\_\_

Production Zone(s): \_\_\_\_\_

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: \_\_\_\_\_

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  
the new operator and may continue to inject fluids as authorized by  
Permit No.: \_\_\_\_\_ . Recommended action: \_\_\_\_\_

Date: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit  
permitted by No.: \_\_\_\_\_ .

Date: \_\_\_\_\_  
Authorized Signature

DISTRICT \_\_\_\_\_ EPR \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_

Side Two

**Must Be Filed For All Wells**

KDOR Lease No.: \_\_\_\_\_

\* Lease Name: \_\_\_\_\_ \* Location: \_\_\_\_\_

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

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: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Well Location:

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West

County: \_\_\_\_\_

Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

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

**Surface Owner Information:**

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

*When filing a Form T-1 involving multiple surface owners, attach an additional 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 county, and in the real estate property tax records of the county treasurer.*

*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.

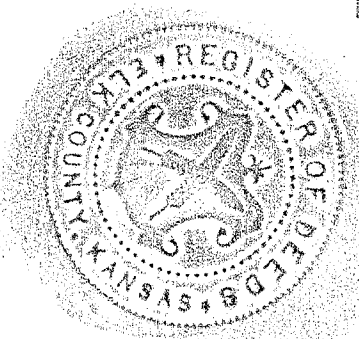
*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

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: \_\_\_\_\_ Title: \_\_\_\_\_

1111

BY: Stephanie J. Ollenborg  
Date Recorded: 4/5/2018 4:33:25 PM  
Lori L. Winscher, Deput



**ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

STATE OF KANSAS §

COUNTY OF ELK §

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this “*Assignment*”), dated effective as of March 1, 2018 at 12:01 a.m. Central Time (the “*Effective Time*”), is made by **LR ENERGY, INC.**, a Texas corporation, and **LR PIPELINE, LLC**, a Texas limited liability company, each of whose address is 8150 N. Central Expy., Suite 1605, Dallas, Texas 75206 (collectively, “*Assignor*”), to **REP INDEPENDENCE, LLC**, a Delaware limited liability company whose address is 16000 Stuebner Airline Road, Suite 320, Spring, Texas 77379 (“*Assignee*”). This Assignment is executed and delivered in connection with and pursuant to the terms of that certain Purchase and Sale Agreement dated March 30, 2018, between Assignor and Assignee (the “*Purchase Agreement*”). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

1. Assignment. For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby **GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER** unto Assignee, all of Assignor’s right, title, and interest in and to the following, subject to the terms and reservations hereof and specifically **LESS AND EXCEPT** the Excluded Assets (as hereinafter defined) (the “*Properties*”):

1.1 all fee mineral interests and oil, gas, and mineral leases, in each case, covering any lands located in any of the States of Kansas, New Mexico, Oklahoma, and/or Texas, including the Leases described on Exhibit A, whether producing or non-producing, and all leasehold interests in and to the leasehold estates created thereby, and all royalties, working interests, net revenue interests, overriding royalties, carried interests, net profits interests, reversionary interests, and other Hydrocarbon interests of any kind or character created thereby, derived therefrom or attributable thereto (collectively, the “*Real Property Interests*”);

1.2 all oil, condensate, gas, water, carbon dioxide, disposal, injection, observation and other wells located on the Lands, including the oil and gas wells shown on Exhibit B (collectively, the “*Wells*”);

1.3 all unitization, pooling and similar agreements, declarations or designations, and all drilling, spacing and production units, whether recorded or unrecorded, insofar as the same are attributable or allocated to the Lands;

1.4 all other tangible personal property, rolling stock, vehicles, supplies, inventory, equipment, fixtures and improvements, including all injection wells, salt water disposal and handling facilities, frac ponds, frac pits, pads, well heads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, water lines, vessels, tanks, boilers, separators, treating equipment, compressors, pipelines, gathering systems, automation systems, including meters and related telemetry on wells, and other appurtenances owned or held for use in connection with ownership, operation, production, treating, storing, transportation, or marketing of Hydrocarbons from the Real Property Interests or Wells, including the personal property on Exhibit C;

1.5 all of the Contracts on Schedule 2.8 attached to the Purchase Agreement;

1.6 all Hydrocarbons in, on, under, or produced from or attributable to the Lands from and after the Effective Time and the proceeds thereof;

1.7 all surface fee interests, easements, surface leases, surface use agreements, surface rights, servitudes, water rights, licenses, and rights of way owned, appurtenant to, or otherwise used or held for use in connection with the Properties or the ownership, operation, production, treating, storing, transportation, or marketing of Hydrocarbons therefrom or allocated thereto; and, to the extent the same are transferrable, all other Permits related to the Properties;

1.8 to the extent accruing or relating to periods from and after the Effective Time or relating to any Assumed Obligations or any other Liabilities or losses incurred by or asserted against Buyer, all claims, rights, demands, causes of action, suits, actions, judgments, damages, awards, recoveries, settlements, indemnities, rights to insurance proceeds (but excluding return of insurance premiums paid by Seller to the extent such premiums are attributable to periods after Closing), warranties, duties, obligations, and liabilities in favor of or owed to Assignor and relating to any Properties or any Assumed Obligations related thereto or arising from acts, omissions, or events, or damage to or destruction of Properties, excluding any such items solely to the extent the same relate to matters for which Assignor is required to provide indemnification to Assignee hereunder; and

1.9 all files, records, and data (including electronic data) to the extent related to the Properties, including all lease files, land files, division order files, abstracts, title files, maps, well files, well logs, well tests, mud logs, directional surveys, core reports, daily drilling records, machinery and equipment files, engineering and/or production files, regulatory files, environmental and health and safety files, Contract files, geological and geophysical data (including all proprietary and, to the extent transferable, without cost, non-proprietary geophysical, geological, seismic, and engineering data, studies, analyses, interpretations and information, including core and fluid samples), and production, accounting, and Tax records (“*Records*”) related to the Properties, but not otherwise.

It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee, from and after the Effective Time, the Properties, regardless of errors in description, any incorrect or misspelled names, or any mistranscribed or incorrect recording references.

**TO HAVE AND TO HOLD** all and singular of said Properties together with all rights, titles, interests, estates, remedies, powers, and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever, subject only to the Permitted Encumbrances.

For clarity, the Properties covered by this Assignment shall not include the Gathering Properties, as defined in and which are covered by that certain Assignment, Bill of Sale and Conveyance between Assignor and REP Kansas Gathering, LLC, an affiliate of Assignee, executed contemporaneously herewith and dated effective as of the Effective Time (the "**Gathering ABOS**"). Assignor and Assignee acknowledge and agree that the Gathering ABOS and this Assignment (including all recorded counterparts thereof) are intended to COLLECTIVELY convey to Assignee and such affiliate of Assignee all of the "Properties" as defined and described in the Purchase Agreement. Assignor and Assignee acknowledge and agree that the Gathering ABOS and this Assignment are not intended to effect multiple conveyances of the same properties or interests in such properties covered hereby or thereby or multiple assumptions by Assignee and such affiliate of Assignee of the same Assumed Obligations as described in the Purchase Agreement.

2. Permitted Encumbrances. *Permitted Encumbrances*" means the following:
- 2.1. royalties, overriding royalties, and similar burdens on production, to the extent and only to the extent that the same do not, individually or in the aggregate, reduce Assignor's NRI or Net Acres, or increase its Working Interest (without at least a proportionate corresponding increase in its NRI), in any Property from that shown on the exhibits to the Purchase Agreement;
  - 2.2. Liens for Taxes for which payment is not yet due;
  - 2.3. Liens of mechanics, materialmen, warehousemen, landlords, vendors, and carriers and any similar Liens arising by operation of Law which arise in the Ordinary Course of Business for sums not yet due;
  - 2.4. the terms and conditions of all Contracts on Schedule 2.8 attached to the Purchase Agreement;
  - 2.5. easements, surface leases, surface use agreements, and other surface rights and plat restrictions, to the extent they do not, individually or in the aggregate, materially impair the ownership, development, operation, production, use, or value of the Properties for the purposes of Hydrocarbon development; and all zoning laws, restrictive covenants and conditions, regulatory authority of Governmental Authorities, and building and other land use laws and similar encumbrances;
  - 2.6. rights vested in or reserved to any Governmental Authority to regulate the Properties, to terminate any right, power, franchise, license, or permit afforded by

such Governmental Authority, or to purchase, condemn, or expropriate any of the Properties; and

- 2.7. all rights to consent by, required notices to, filings with, or other actions by Governmental Authorities, where the same are customarily obtained subsequent to the assignment, disposition, or transfer of oil and gas leases or interests therein or operation thereof (“*Customary Post-Closing Consents*”).

3. Excluded Assets. Assignor specifically excepts from this Assignment and reserves unto itself the following (the “*Excluded Assets*”):

- 3.1. Assignor’s minute books, financial, and income tax records and legal records (other than title records);
- 3.2. any existing or future refund of costs, Taxes, or expenses borne by Assignor, its Affiliates, or its or their respective predecessors in title, to the extent attributable to the period prior to the Effective Time;
- 3.3. all claims of Assignor or any of its Affiliates for refunds of or loss carry forwards with respect to (1) any Taxes attributable to any period prior to the Effective Time, (2) income or franchise Taxes, or (3) any Taxes attributable to the Excluded Assets;
- 3.4. all documents and instruments of Assignor or its Affiliates that may be protected by an attorney-client privilege, except to the extent relating to any Assumed Obligations;
- 3.5. all information that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with Third Parties (other than title opinions and other title records relating to the Properties) for which Assignor is unable to secure permission (after using its commercially reasonable efforts) to provide or convey to Assignee;
- 3.6. all hedge contracts and agreements, and all rights and Liabilities thereunder;
- 3.7. all contracts and instruments of Assignor or any of its Affiliates evidencing any indebtedness for borrowed money, deferred payment of purchase price, or carry obligation, or any guaranty, endorsement, assumption, or other contingent obligation in respect of indebtedness of others, and all Liabilities thereunder, but excluding the financing obligations listed on Schedule 1 attached to the Purchase Agreement for the four (4) vehicles also listed thereon;
- 3.8. Assignor’s cash and bank accounts;
- 3.9. Assignor’s accounts and accounts receivables for services rendered prior to the Effective Time; and

3.10. except for the Contracts on Schedule 2.8 to the Purchase Agreement (and, for clarity, except for the Property interests described in Section 1.2 hereof), all other Contracts and other contracts and agreements of Seller and/or its Affiliates, including, without limitation, that certain Amendment to and Partial Restatement of Agreements (GLNA Project), dated December 6, 2004, among Layne Christensen Company, Layne Energy Sycamore, LLC, Shawnee Oil & Gas, L.L.C., Mohajir Energy Advisors, Inc., and Elevation Energy, LLC, that certain Amendment to and Partial Restatement of Agreements (Cherryvale Project), dated December 20, 2004, among Layne Christensen Company, Layne Energy Cherryvale, LLC, Shawnee Oil & Gas, L.L.C., Mohajir Energy Advisors, Inc., and Elevation Energy, LLC, and that certain Amendment to and Partial Restatement of Agreements (Osage Project), dated December 22, 2004, among Layne Christensen Company, Layne Energy Osage, LLC, Shawnee Oil & Gas, L.L.C., Mohajir Energy Advisors, Inc., and Elevation Energy, LLC (the three foregoing specified agreements, the (“APRAs”), and all other prior executed agreements referenced in the APRAs as between some or all of the parties to the APRAs.

4. Special Warranty of Title. Assignor does hereby bind itself and its successors and assigns to warrant and forever defend Defensible Title to the Properties unto Assignee and Assignee’s successors and assigns, against every Person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Assignor or any of its Affiliates, but not otherwise. Further, Assignee is specifically assigned, and subrogated to, warranties of title which Assignor may have from its predecessors in interest to the extent applicable with respect to the Properties and to the extent Assignor may legally assign such rights and grant such subrogation.

5. Limitations on Representations and Warranties. **EXCEPT FOR THE SPECIAL WARRANTY OF TITLE OF ASSIGNOR SET FORTH IN SECTION 4 OF THIS ASSIGNMENT AND FOR THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR IN THE PURCHASE AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT, ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION 5 ARE “CONSPICUOUS” DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE, OR ORDER.**

6. Conflict. This Assignment is delivered pursuant to, and hereby made subject to, the terms and conditions of the Purchase Agreement, the terms of which shall remain separate and distinct from, shall not merge into the terms of, and shall survive the delivery of this Assignment to the extent provided for in the Purchase Agreement. In the event that any provision of this Assignment is construed to conflict with any provision of the Purchase Agreement, the provisions of the Purchase Agreement shall be deemed controlling to the extent of such conflict; *provided, however,* that Third Parties may conclusively rely on this Assignment to vest title to the Properties in Assignee.



7. Recordation. To facilitate the recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits that describe Properties located in that county.

8. No Multiple Conveyances. Assignor and Assignee acknowledge and agree that they may be required to execute separate deeds and assignments covering certain Properties conveyed hereby on forms approved by Governmental Authorities or other Persons to effect the conveyances of such Properties. Any such separate deed or assignment (a) shall evidence this Assignment and conveyance of the applicable Properties herein made and shall not constitute any additional conveyance of any Properties, (b) is not intended to modify, and shall not modify, any of the terms, covenants, conditions, or limitations set forth in this Assignment or the Purchase Agreement and is not intended to create, and shall not create, any additional representations, warranties, or covenants of or by Assignor or Assignee, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate deed or assignment.

9. Exhibits. Exhibits and Schedules attached to this Assignment constitute a part of this Assignment. References in this Assignment to articles, sections, exhibits and schedules are to articles, sections, exhibits and schedules of this Assignment unless otherwise specified. The lessors and/or lessees named in the Exhibits to this Assignment may be historic parties in the leasehold chain of title, and, in some cases, said parties may not be the current lessor and/or lessee of the applicable Lease.

10. Governing Law; Venue. **THIS ASSIGNMENT WILL BE INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCEPT AS TO TITLE MATTERS, WHICH SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED), WITHOUT GIVING EFFECT TO RULES OR PRINCIPLES OF CONFLICTS OF LAW THAT MIGHT OTHERWISE REFER TO THE LAWS OF ANOTHER JURISDICTION. EACH PARTY CONSENTS TO THE EXERCISE OF JURISDICTION *IN PERSONAM* BY THE COURTS OF THE STATE OF TEXAS FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY. ALL PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS SHALL BE EXCLUSIVELY LITIGATED IN COURTS HAVING SITES IN HOUSTON, HARRIS COUNTY, TEXAS, AND EACH PARTY WAIVES ANY OBJECTION IT MAY HAVE TO VENUE OR JURISDICTION THEREIN.**

11. Severability. If any clause or provision of this Assignment is illegal, invalid, or unenforceable under any present or future Law or public policy, the remainder of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any materially adverse manner to any Party. Upon such determination that any clause or provision is illegal, invalid, or unenforceable, the Parties will negotiate in good faith to modify this Assignment to add in lieu thereof a provision as similar in terms to such provisions as is possible to make such provision legal, valid, and enforceable.

12. Further Assurances. In addition to this Assignment, Assignor shall execute, acknowledge, and deliver to Assignee, in a timely manner and without further consideration, any additional

documents or instruments that Assignee may reasonably require, including, without limitation, further assignments or conveyances required by any state or federal authority, deeds, and consents to further evidence the assignment and conveyance of the Properties by Assignor to Assignee.

13. Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

14. Counterparts. This Assignment may be executed in multiple counterparts, each of which will be an original instrument, but all of which will constitute one assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

**ASSIGNOR:**

LR ENERGY, INC.,  
a Texas corporation

LR PIPELINE, LLC,  
a Texas limited liability company

By: [Signature]  
John G. Burke  
Chief Operating Officer

By: [Signature]  
John G. Burke  
Manager

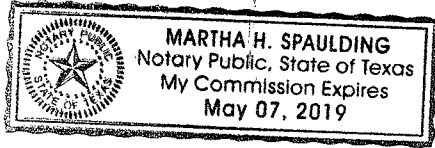
**ASSIGNOR ACKNOWLEDGMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on this 4<sup>th</sup> day of April, 2018, by John G. Burke, as the Chief Operating Officer of LR ENERGY, INC., a Texas corporation, and as the Manager of LR PIPELINE, LLC, a Texas limited liability company, who represented that he is authorized to act on behalf of, and that this instrument is the act and deed of, such corporation and such limited liability company.

[Signature]  
Notary Public in and for the State of: Dallas

My Commission Expires: 5/7/2019  
Commission Number: \_\_\_\_\_



IN WITNESS WHEREOF, Assignee has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

**ASSIGNEE:**

REP INDEPENDENCE, LLC,  
a Delaware limited liability company

By: Thomas R. Kaetzer  
Thomas R. Kaetzer  
President & Chief Executive Officer

**ASSIGNEE ACKNOWLEDGMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF Harris           §

This instrument was acknowledged before me on this 4<sup>th</sup> day of April, 2018, by Thomas R. Kaetzer, as the President & Chief Executive Officer of REP INDEPENDENCE, LLC, a Delaware limited liability company, who represented that he is authorized to act on behalf of, and that this instrument is the act and deed of, such limited liability company.

Amy E. Ryan  
Notary Public in and for the State of: TEXAS

My Commission Expires: June 16, 2018  
Commission Number: \_\_\_\_\_



**EXHIBIT A**

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE  
MADE BY LR ENERGY, INC. AND LR PIPELINE, LLC, AS ASSIGNOR, AND  
REP INDEPENDENCE, LLC, AS ASSIGNEE

**REAL PROPERTY INTERESTS**

[See Attached]

Exhibit A - Elk County, KS Leases  
to

Assignment, Bill of Sale and Conveyance by and between LR Energy, Inc. and LR Pipeline, LLC, as assignors, and REP Independence, LLC, as assignee

Lease #	Lesser	Lessee	Lease Date	Book or Record #	Page	County	State	Legal Description
G010304	Gene Kelly and Jan Kelly, a/k/a K.J. Kelly, husband and wife and Ken K. Kellu, a married man dealing in his sole and separate property	Western Land Services, Inc.	5/10/2002	57 (MS)	406	Elk	KS	T285-R11E Sec. 23: SW/4; Sec. 26: E/2 NW/4; Sec. 35: All; Sec. 36: All; T285-12E Sec. 30: E/2 NE/4, SE/4, S/2 SW/4; Sec. 31: All; Sec. 32: E/2 NE/4, E/2 W/2 NE/4; Sec. 33: NW/4; T295-11E Sec. 1: E/2, SW/4, E/2 NW/4; Sec. 2: S/2 NE/4 SE/4, SE/4 SE/4; Sec. 12: N/2, N/2 SE/4, SW/4 SE/4; Sec. 13: W/2; Sec. 22: NW/4; T29-R12 Sec. 6: W/2, W/2 NE/4, NE/4 NE/4; Sec. 7: SW/4; Sec. 18: NW/4; Sec. 26: NE/4 NE/4
G010310A	Lynn L. Perkins and Lois J. Perkins, individually and as husband and wife	Cody Oil and Gas Corporation	5/20/2002	57 (MS)	456	Elk	KS	T295-R10E Sec. 29: SW/4, less 5 acres on the East side of the SE/4 SW/4; Sec. 30: N/2 SE/4; Sec. 31: SE/4 NE/4 and that part of the S/2 NE/4 lying South of the Elk river and the SE/4, less and except a metes and bounds tract in the SE/4
G010315	John A. Fuqua and Joy D. Fuqua, Trustees of John A. Fuqua and Joy D. Fuqua Revocable Trust under Trust Agreement dated January 9 2002	Cody Oil and Gas Corporation	5/23/2002	57 (MS)	471	Elk	KS	Township 28 South, Range 9 East Section 36: NE/4, N/2 SE/4; Township 28 South, Range 10 East Section 31: SW/4, W/2 SE/4; Township 29 South, Range 9 East Section 1: E/2 NE/4
G010326	Clyde Burch as Trustee of Clyde Burch Revocable Living Trust Agreement dated December 16, 1991	Cody Oil and Gas Corporation	5/31/2002	57 (MS)	486	Elk	KS	Township 29 South, Range 12 East: Section 9: The East Half of the Southwest Quarter (E/2 SW/4) Section 16: The East Half (E/2), the North Half of the Northwest Quarter (N/2 NW/4), and the Southeast Quarter of the Northwest Quarter (SE/4 NW/4) Section 17: The East Half (E/2) and the South Half of the Northwest Quarter (S/2 NW/4)
G010350	LeRoy G Jordan and Viola A Jordan individually and as Husband and Wife	Cody Oil and Gas Corporation	6/6/2002	57 (MS)	564	Elk	KS	Township 28 South, Range 9 East Section 36: E/2 NW/4, NE/4SW/4, S/2 S/2 Township 29 South, Range 9 East Section 1: The South 3/4ths of the SE/4 SE/4 and SW/4 SW/4 Section 2: SE/4
G010351	Esther A. Jordan, Trustee Esther A. Jordan Trust dated the 27th day of May 1998	Cody Oil and Gas Corporation	6/6/2002	57 (MS)	567	Elk	KS	Township 29 South, Range 9 East Section 1: W/2 NE/4, NW/4, N/2 S/2, SE/4 SW/4, SW/4 SE/4 and the North 1/4th of the SE/4 SE/4
G010362	Shirley I. Marshall, Trustee of the Opal W. Clogston Revocable Trust dated September 27, 1995	Cody Oil and Gas Corporation	6/11/2002	57 (MS)	600	Elk	KS	Township 28 South, Range 12 East Section 32: SW/4 NW/4, SW/4 Township 29 South, Range 12 East Section 5: W/2 Section 6: N/2 N/2 SE/4
G010378	Robert M. Elliott and Mary Elliott, husband and wife	Cody Oil and Gas Corporation	6/5/2002	57 (MS)	663	Elk	KS	Township 29 South, Range 12 East Section 21: NE/4, N/2 SE/4, E/2 W/2
G010390	Donna Kay Schreck and Brian D. Schreck, Trustees of the Donna Kay Schreck Trust dated the 7th day of November 1996	Cody Oil and Gas Corporation	6/20/2002	57 (MS)	696	Elk	KS	Township 29 South, Range 12 East Section 9: SE/4 NE/4; SW/ NE/4; SE/4 NW/4; SE/4
G010400	Maurice C. Perkins and Jacqueline Perkins, husband and wife	Cody Oil and Gas Corporation	11/19/2002	58 (MS)	186	Elk	KS	Township 29 South, Range 10 East Section 1: N/2 NE/4
G010401	Maurice C. Perkins and Jacqueline Perkins, husband and wife	Cody Oil and Gas Corporation	11/19/2002	58 (MS)	188	Elk	KS	Township 29 South, Range 9 East Section 28: SW/4 NE/4, S/2
G010402	Maurice C. Perkins and Jacqueline Perkins, husband and wife	Cody Oil and Gas Corporation	11/19/2002	58 (MS)	190	Elk	KS	Township 29 South, Range 11 East Section 30: W/2 SW/4 Section 31: N/2, SW/4
G010403	Maurice C. Perkins and Jacqueline Perkins, husband and wife	Cody Oil and Gas Corporation	11/19/2002	58 (MS)	192	Elk	KS	Township 29 South, Range 9 East Section 33: N/2, SE/4
G010404	Maurice C. Perkins and Jacqueline Perkins, husband and wife	Cody Oil and Gas Corporation	11/19/2002	58 (MS)	194	Elk	KS	Township 29 South, Range 9 East Section 34: E/2

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G010405	John W. Heater and Vicky M. Heater, husband and wife and John W. Heater, as Attorney-in-fact for Betty Jean Bushman	Cody Oil and Gas Corporation	1/20/2003	58 (MS)	404	Elk	KS	Township 29 South, Range 11 East Section 10: SE/4 Section 14: N/2, SE/4 Section 15: NE/4
G010406	Sylvia R. Crum, a Single Woman	Cody Oil and Gas Corporation	1/20/2003	58 (MS)	407	Elk	KS	Township 28 South, Range 10 East Section 27: SW/4 Section 29: NE/4
G010407	Rex A. Bantz and Elizabeth A. Bantz, husband and wife	Cody Oil and Gas Corporation	1/22/2003	58 (MS)	410	Elk	KS	Township 29 South, Range 10 East Section 16: N/2 NW/4, S/2 NW/4 NE/4
G010408	Minard W. Monical, a single man	Cody Oil and Gas Corporation	1/22/2003	58 (MS)	413	Elk	KS	Township 28 South, Range 10 East Section 33: NE/4 Section 34: NW/4
G010409	James Lester Drummond, a single man	Cody Oil and Gas Corporation	1/22/2003	58 (MS)	416	Elk	KS	Township 28 South, Range 10 East Section 29: SW/4
G010410	James Fleming Harper IV and Alice R. Harper, husband and wife	Cody Oil and Gas Corporation	1/23/2003	58 (MS)	419	Elk	KS	Township 28 South, Range 11 East Section 29: E/2 SW/4, W/2 SE/4 Section 31: E/2 NW/4 Section 32: E/2 NW/4, W/2 NE/4 In the above description, Sections 29, 31, and 32 shall be treated as if each were a separate lease, and the pooling and unitizing provisions as stated in paragraphs (12) & (13) shall apply
G010486	Arian W. Willich, a Single Man	Cody Oil and Gas Corporation	1/27/2003	58 (MS)	422	Elk	KS	Township 29 South, Range 9 East Section 13: S/2SW/4; Section 14: S/2SE/4, NW/4
G010411	Irwin V. Johnson & Virginia C. Ronsick, husband and wife	Cody Oil and Gas Corporation	1/29/2003	58 (MS)	425	Elk	KS	Township 28 South, Range 10 East Section 24: N/2 NE/4 Section 25: SW/4
G010412	Oael E. Lucas & Betty S. Lucas f/k/a Betty S. Radar, husband and wife	Cody Oil and Gas Corporation	1/24/2003	58 (MS)	428	Elk	KS	Township 29 South, Range 9 East Section 15: W/2, NW/4 SE/4
G010413	Jerry L. Elder, a single man	Cody Oil and Gas Corporation	2/1/2003	58 (MS)	431	Elk	KS	Township 28 South, Range 10 East Section 27: W/2 NW/4 Section 28: E/2 NE/4 Section 29: SE/4
G010414A	Frances W. Perkins, Inc.	Cody Oil and Gas Corporation	2/3/2003	58 (MS)	434	Elk	KS	Township 29 South, Range 9 East Section 17: NW/4 SW/4, S/2 NW/4 Section 18: S/2 NE/4, N/2 SE/4, SW/4 SE/4, SE/4 SE/4 Section 19: W/2 NE/4, E/2 NE/4, Section 20: S/2 NW/4
G010414B	Dorothy P. Tiffany, a single woman	Cody Oil and Gas Corporation	2/3/2003	58 (MS)	438	Elk	KS	Township 29 South, Range 9 East Section 18: SE/4 SE/4 Section 19: E/2 NE/4, Section 20: S/2 NW/4
G010415	James David Perkins & Loretta A. Perkins, Husband and Wife	Cody Oil and Gas Corporation	2/3/2003	58 (MS)	442	Elk	KS	Township 29 South, Range 10 East Section 30: W/2, S/2 SE/4 Section 31: NE/4 NE/4, and all that part of the W/2 NE/4 and NW/4 lying North of the Elk River.
G010416	DPT, Inc.	Cody Oil and Gas Corporation	2/3/2003	58 (MS)	446	Elk	KS	Township 29 South, Range 10 East Section 19: All; Section 30: NE/4
G010417	James R Perkins, as Trustee of the Barbara W. Perkins Trust	Cody Oil and Gas Corporation	2/3/2003	58 (MS)	450	Elk	KS	Township 30 South, Range 9 East Section 2: SW/4, E/2 NW/4; Section 3: E/2 SE/4
G010418	James R. Perkins, as Trustee of the James R Perkins Trust	Cody Oil and Gas Corporation	2/3/2003	58 (MS)	454	Elk	KS	Township 30 South, Range 9 East Section 17: S/2 SW/4, SW/4 SE/4; Section 20: NE/4 NW/4, NW/4 NE/4; Township 29 South, Range 10 East Section 31: SW/4 SW/4, also described as Lot 4.
G010419	James R. Perkins, a Single Man	Cody Oil and Gas Corporation	2/3/2003	58 (MS)	458	Elk	KS	Township 30 South, Range 9 East Section 10: E/2, S/2 SW/4

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G010420	James R Perkins a Single Man	Cody Oil and Gas Corporation	2/3/2003	58 (MS)	462	Elk	KS	Township 30 South, Range 9 East Section 1: E/2, NW/4, N/2 SW/4 ; Township 30 South, Range 10 East Section 6: W/2, N/2 NE/4, SW/4 NE/4, W/2 SE/4 Section 7: N/2 NW/4, SW/4 NW/4 Township 29 South, Range 10 East Section 31: S/2 SE/4, N/2 SW/4 SE/4 It is the intention of the Lessor and the Lessor hereby leases and includes in this lease all lands described in that certain Mineral Deed recorded Book 93 of Deeds, Page 829.
G010421	Mac-O-Chee Farms L. P.	Cody Oil and Gas Corporation	2/3/2003	58 (MS)	466	Elk	KS	Township 29 South, Range 9 East Section 35: All
G010422	Mac-O-Chee Farms L. P.	Cody Oil and Gas Corporation	2/3/2003	58 (MS)	470	Elk	KS	Township 29 South, Range 10 East Section 33: E/2 NW/4, except the East 38 1/3rd acres, E/2 SW/4 except the East 51 1/3rd acres, W/2 W/2, more particularly described in Book 93 of Deeds, Page 835 of the Elk County Records. Township 30 South, Range 10 East Section 4: SE/4, and a tract in the SE/4 NW/4 and E/2 SW/4, more particularly described in Book 93 of Deeds, Page 835 of the Elk County Records. Township 29 South, Range 11 East Section 32: W/2
G010423	Mac-O-Chee Farms L. P.	Cody Oil and Gas Corporation	2/3/2003	58 (MS)	474	Elk	KS	Township 29 South, Range 9 East Section 24: All; Section 25: NW/4 NE/4, NE/4 NW/4
G010424	Mac-O-Chee Farms L. P.	Cody Oil and Gas Corporation	2/3/2003	58 (MS)	478	Elk	KS	Township 30 South, Range 9 East Section 2: SE/4
G010425	Mac-O-Chee Farms L. P.	Cody Oil and Gas Corporation	2/3/2003	58 (MS)	482	Elk	KS	Township 30 South, Range 9 East Section 18: N/2, SW/4
G010485	Mac-O-Chee Farms, L. P.	Cody Oil and Gas Corporation	2/3/2003	58 (MS)	486	Elk	KS	Township 30 South, Range 8 East Section 1: SW/4; Section 2: SE/4; Section 11: NE/4; Section 12: N/2, SE/4
G010426	Elizabeth Hendricks, f/k/a Elizabeth Perkins, a Married Woman dealing in her sole and separate property	Cody Oil and Gas Corporation	2/3/2003	58 (MS)	490	Elk	KS	Township 29 South, Range 11 East Section 19: S/2 SE/4; Section 30: N/2 NE/4
G010427	Mark A. Perkins & Donelda R. Perkins, Husband and Wife	Cody Oil and Gas Corporation	2/3/2003	58 (MS)	494	Elk	KS	Township 30 South, Range 9 East Section 11: E/2, E/2 NW/4 Township 29 South, Range 11 East Section 30: SE/4, E/2 SW/4, SE/4 NW/4, S/2 NE/4
G010428	Frances W. Perkins, Inc.	Cody Oil and Gas Corporation	2/3/2003	58 (MS)	498	Elk	KS	Township 29 South, Range 10 East Section 35: NE/4; Section 36: S/2, S/2 N/2. Less two tracts described in Book 80 of Deeds Page 575 and Book 87 of Deeds Page 302 of the Elk County Records. Township 29 South, Range 11 East Section 19: S/2 NW/4, NW/4 SW/4
G010430	Joyce Doane, a Married Woman dealing in her sole and separate property	Cody Oil and Gas Corporation	2/1/2003	58 (MS)	502	Elk	KS	Township 28 South, Range 10 East Section 22: W/2 SE/4
G010431	Viola M Chamberlain a Single Woman	Cody Oil and Gas Corporation	1/27/2003	58 (MS)	508	Elk	KS	Township 28 South, Range 10 East Section 22: NE/4
G010432	Melvin G. Doane & Joyce M. Doane, Husband and Wife	Cody Oil and Gas Corporation	1/29/2003	58 (MS)	511	Elk	KS	Township 28 South, Range 10 East Section 19: N/2 SW/4



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G010433	Patricia Seimears, a/k/a Patricia L Seimears, a/k/a Patricia Louise Seimears and James L Seimears, wife and husband	Cody Oil and Gas Corporation	2/1/2003	58 (MS)	514	Elk	KS	Township 29 South, Range 11 East Section 21: 13 acres, more or less of land in the NW corner of the NW/4 NW/4; Section 31: the South 16 acres of the W/2 E/2 NW/4; Section 32: E/2 NE/4  T28S-R11E Sec 31: South 16 acres of the W/2 E/2 NW/4; T28S-R11E Sec 32: E/2 NE/4 T29S-R11E Sec 21: A 13 acre metes/bounds tract in the NW/4 NW/4.  Township 28 South, Range 10 East Section 35: SW/4
G010434	Jack R. Newman & Helen R. Newman, Husband and Wife, Daniel G. Howell & Angela K. Howell, Husband and Wife, Nathaniel Barton & Geraldine Barton, Husband and Wife	Cody Oil and Gas Corporation	2/12/2003	58 (MS)	517	Elk	KS	Township 29 South, Range 10 East Section 13: N/2 SE/4 Township 29 South, Range 11 East Section 18: S/2 NW/4, NW/4 NW/4
G010435	Joseph R. Morris and Patricia Morris, Husband and Wife	Cody Oil and Gas Corporation	2/12/2003	58 (MS)	520	Elk	KS	Township 28 South, Range 10 East Section 16: W/2 ; Section 17: SW/4 NE/4, SW/4, NW/4 SE/4, S/2 SE/4; Section 19: NE/4; Section 20: N/2; Section 21: All
G010436	Waldie Farms, Inc., a Kansas Corporation	Cody Oil and Gas Corporation	1/31/2003	58 (MS)	523	Elk	KS	Township 28 South, Range 10 East Section 16: W/2 ; Section 17: SW/4 NE/4, SW/4, NW/4 SE/4, S/2 SE/4; Section 19: NE/4; Section 20: N/2; Section 21: All
G010438	Cecil L. Jacobs & Janet Jacobs, Husband and Wife	Cody Oil and Gas Corporation	2/5/2003	58 (MS)	526	Elk	KS	Township 28 South, Range 10 East Section 22: N/2 SW/4
G010437	Jack P. Lew & Sharon J. Lew, Husband and Wife	Cody Oil and Gas Corporation	2/12/2003	58 (MS)	529	Elk	KS	Township 28 South, Range 10 East Section 14: S/2 SW/4 Township 28 South, Range 10 East Section 23: N/2 NW/4 Township 29 South, Range 10 East Section 26: W/2 NW/4
G010429	Bellar Family Farm, LLC, and Bellar Farms, Inc.	Cody Oil and Gas Corporation	1/20/2003	58 (MS)	532	Elk	KS	Township 30 South, Range 9 East Section 12: N/2, SE/4 Township 30 South, Range 10 East Section 2: Lot 1, less a 1.00 acre tract more particularly described in Book 93, Page 626, Lot 2, a 19 acre, more or less, tract of land in Lots 3 & 4 more particularly described in Book 85, Page 629. Lots 5, 6, All of Lot 7, less a 1.00 acre tract being 264' x 165' in dimension NW/4 SE/4, SW/4; Section 3: SE/4 Section 10: The East 2,010.0 feet of the NE/4, except a an 8.1 acre tract, more particularly described in Book 92, Page 679. All that portion of NE/4 NW/4 lying South and East of the center of the river; Section 11: W/2 W/2 and the E/2 NW/4, except a metes/bounds tract; Section 12: All that par of the E/2 lying 2146.5' North of the South section line lying East of Highway #99 and South of the river, except a metes/bounds tract.
G010442	Ronald D. Pore, a Single Man	J. M. Huber Corporation	5/6/2003	58 (MS)	653	Elk	KS	Township 29 South, Range 12 East Section 17: N/2 SW/4
G01045B	Clifford L. Pore & Jeane L. Pore Trustees of the Clifford L. Pore Revocable Trust under trust agreement dated August 31, 2000	J. M. Huber Corporation	5/6/2003	58 (MS)	656	Elk	KS	Township 29 South, Range 12 East Section 17: N/2 NW/4 Section 18: NE/4
G01045A	Jeane L. Pore & Clifford L. Pore, Trustees of the Jeane L. Pore Revocable Trust under trust agreement dated August 31, 2000	J. M. Huber Corporation	5/6/2003	58 (MS)	659	Elk	KS	Township 29 South, Range 12 East Section 17: N/2 NW/4 Section 18: NE/4

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G010443	Johnny H. Anderson Trust dated February 26, 1993	J. M. Huber Corporation	5/14/2003	58 (MS)	662	Elk	KS	Township 29 South, Range 11 East, Section 24: NW/4; Township 29 South, Range 12 East, Section 19: Lot 1, Lot 2, E/2 NW/4 (A/D/A NW/4)
G010444	Charlene McCammon, Widow	J. M. Huber Corporation	5/6/2003	58 (MS)	665	Elk	KS	Township 29 South, Range 12 East, Section 29: S/2 NW/4, W/2 SW/4
G010441	Louis R. Wiseman and Grace Wiseman, Husband and Wife	J. M. Huber Corporation	5/14/2003	58 (MS)	688	Elk	KS	Township 30 South, Range 10 East Section 5: SE/4 & Lot 7
G010457	Billy C. Rader & Kathryn Rader, Husband and Wife	J. M. Huber Corporation	5/6/2003	58 (MS)	691	Elk	KS	Township 29 South, Range 9 East Section 2: SW/4
G010456	Max Shinkle, a/k/a Max Edward Shinkle, a Single Man	J. M. Huber Corporation	5/6/2003	58 (MS)	694	Elk	KS	Township 29 South, Range 12 East Section 18: E/2 SW/4, Lot 3, Lot 4
G010449	George E. Speer and Greta J. Speer, Husband and Wife	J. M. Huber Corporation	5/16/2003	58 (MS)	697	Elk	KS	Township 29 South, Range 12 East Section 20: E/2 SW/4
G010448B	William J. Lewis and Carol M. Lewis, Husband and Wife	J. M. Huber Corporation	5/7/2003	58 (MS)	709	Elk	KS	Township 29 South, Range 12 East Section 9: NW/4 NE/4, NE/4 NW/4, NE/4 NE/4
G010439	James W. Weyrauch & Wilma J. Weyrauch, Husband and Wife Joint Tenants	J. M. Huber Corporation	5/29/2003	58 (MS)	781	Elk	KS	Township 29 South, Range 9 East Section 11: N/2
G010447	Raymond Wunderlich & Shirley L. Wunderlich, Husband and Wife	J. M. Huber Corporation	5/23/2003	58 (MS)	784	Elk	KS	Township 29 South, Range 9 East Section 4: NE/4, SW/4, SE/4 NW/4 Section 9: N/2 NW/4
G010440A	Thomas E. Bunn & Connie C. Bunn, Husband and Wife	J. M. Huber Corporation	5/7/2003	58 (MS)	787	Elk	KS	Township 29 South, Range 12 East Section 9: NW/4 NW/4
G01046A	Dianne Marie Fellers, a Married Woman dealing in her sole and separate property	J. M. Huber Corporation	5/14/2003	58 (MS)	790	Elk	KS	Township 30 South, Range 9 East Section 12: SW/4
G010446B	Phyllis Voss-Jarnagin, a Married Women	J. M. Huber Corporation	5/14/2003	58 (MS)	793	Elk	KS	Township 30 South, Range 9 East Section 12: SW/4
G010463	John C. Ellerts and Dolores M. Ellerts, Husband and Wife and Joint Tenants	J. M. Huber Corporation	6/6/2003	58 (MS)	846	Elk	KS	Township 29 South, Range 9 East Section 11: N/2 SE/4
G010433	Patricia Seimears, a/k/a Patricia L. Seimears, a/k/a Patricia Louise Seimears and James L. Seimears, wife and husband	Cody Oil and Gas Corporation	6/19/2003	58 (MS)	868	Elk	KS	T28S-R11E Sec 31: South 16 acres of the W/2 E/2 NW/4; T28S-R11E Sec 32: E/2 NE/4 T29S-R11E Sec 21: A 13 acre metes/bounds tract in the NW/4 NW/4.
G010461	Gerald C. Neece and Dollie V. Sparrcroft, Husband and Wife, Joint Tenants	J. M. Huber Corporation	5/22/2003	58 (MS)	891	Elk	KS	Township 28 South, Range 9 East Section 36: S/2 N/2 SW/4 NW/4, S/2 SW/4 NW/4, NW/4 SW/4
G010462	Dale Hancock and Aletha Hancock, Husband and Wife and Joint Tenants	J. M. Huber Corporation	6/6/2003	58 (MS)	906	Elk	KS	Township 29 South, Range 9 East Section 14: NE/4, N/2 SE/4 ** Operator shall not drill on the NE/4 NE/4 without written consent of lessor.
G010458A	Meriem L. Anderson, a Widow, individually and as Life Tenant	J. M. Huber Corporation	7/8/2003	58 (MS)	909	Elk	KS	Township 28 South, Range 9 East Section 33: S/2 & NW/4; Section 34: W/2
G010448A	Randall D. Stephens and Jane Stephens, Husband and Wife	J. M. Huber Corporation	5/7/2003	58 (MS)	700	Elk	KS	Township 29 South, Range 12 East Section 9: NW/4 NE/4, NE/4 NW/4, NE/4 NE/4

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G010471	James W. Wunderlich and Lila L. Wunderlich, Husband and Wife and Joint Tenants	J. M. Huber Corporation	7/16/2003	59 (MS)	19	Elk	KS	Township 29 South, Range 9 East Section 12: E/2 NE/4; and 10 rods off the East side of the W/2 NE/4; and the East 10 rods of the NW/4 SE/4 of Section 12; and commencing at a point 13 rods South of the Northwest corner of the E/2 SE/4, thence South 37 rods, thence following the channel of Rock Creek in a Northeasterly direction and curving to the Northwest back to the place of beginning in a half-moon shape, containing 1.00 acres, more or less, and containing in all 96.00 acres, more or less.
G010481B	Margaret J. Zenishek and Robert F. Zenishek, Husband and Wife, individually and Trustees of the Margaret J. Zenishek Revocable Trust	J. M. Huber Corporation	7/8/2003	59 (MS)	22	Elk	KS	Township 29 South, Range 9 East Section 4: N/2 NW/4 & SW/4 NW/4
G010472	James W. Wunderlich and Lila L. Wunderlich, Husband and Wife, and Rebecca K. Courter, a Single Woman, all as Tenants in Common	J. M. Huber Corporation	7/16/2003	59 (MS)	25	Elk	KS	Township 29 South, Range 9 East Section 12: The NW/4; and the West 70 Rods of the W/2 NE/4; and the West 70 Rods of the NW/4 SE/4, LESS AND EXCEPT a tract for a cemetery in the NW/4 described as follows: commencing at the Southwest corner of the NW/4 of Section 12 and running 17 Rods and 11 1/2 feet East; thence North 10 1/2 Rods; thence West 17 Rods and 11 1/2 feet; thence South to point of beginning containing 1.10 acres, more or less, and containing in all 259.00 acres, more or less.
G010480	Babst Family, L. P.	J. M. Huber Corporation	7/31/2003	59 (MS)	28	Elk	KS	Township 29 South, Range 9 East Section 36: All area below mean sea level elevation 1099.0 feet and the necessary construction area on the following described land: The SW/4 NW/4 & SW/4 containing 85 acres, more or less, except the pond in the SW/4 NW/4 thereof, subject to the easement reserved to Elk River watershed district No. 47 Howard, Kansas on the entire above described tract.
G010474	Clifford L. Pore & Jeane L. Pore, Husband & Wife, individually & as Trustees of the Clifford L. Pore Revocable Trust under trust agreement dated August 31, 2000	J. M. Huber Corporation	7/31/2003	59 (MS)	31	Elk	KS	Township 29 South, Range 12 East Section 8: N/2 NW/4, SW/4 NW/4, NW/4 SW/4, S/2 SW/4 and the NE/4 SW/4
G010458B	Margaret J. Zenishek and Robert F. Zenishek, Husband and Wife, individually and as Life Tenants	J. M. Huber Corporation	7/8/2003	59 (MS)	34	Elk	KS	Township 28 South, Range 9 East Section 33: S/2 & NW/4; Section 34: W/2
G010477	Floyd I. Perry and Jean M. Perry, Husband and Wife Joint Tenants	J. M. Huber Corporation	7/30/2003	59 (MS)	37	Elk	KS	Township 29 South, Range 9 East Section 12: SE/4 SE/4 containing 40.00 acres, more or less
G010478	Greg Eck and Margaret Eck, Husband and Wife, Tenants in Common	J. M. Huber Corporation	6/4/2003	59 (MS)	40	Elk	KS	Township 29 South, Range 9 East Section 13: NW/4
G010473	Stanley W. Stanhope and Mary S. Stanhope, Husband and Wife and Joint Tenants	J. M. Huber Corporation	6/4/2003	59 (MS)	43	Elk	KS	Township 29 South, Range 9 East Section 13: N/2 SE/4
G010479	Rod F. Colchin & Maria E. Colchin, Husband and Wife Joint Tenants	J. M. Huber Corporation	6/6/2003	59 (MS)	46	Elk	KS	Township 29 South, Range 9 East Section 13: SE/4 SE/4
G010481A	Meriem L. Anderson, a Widow, individually and as Trustee of the Meriem L. Anderson Revocable Trust	J. M. Huber Corporation	7/8/2003	59 (MS)	49	Elk	KS	Township 29 South, Range 9 East Section 4: N/2 NW/4 & SW/4 NW/4

Exhibit A - Elk County, KS Leases

to

Assignment, Bill of Sale and Conveyance by and between LR Energy, Inc. and LR Pipeline, LLC, as assignors, and REP Independence, LLC, as assignee

G010466	Kevin G. Nordquist and Tracy L. Nordquist, Husband and Wife	J. M. Huber Corporation	9/4/2003	59 (MS)	63	Elk	KS	Township 28 South, Range 11 East Section 33: S/2 SW/4 Township 29 South, Range 11 East Section 4: S/2 NW/4 and the SW/4 and WNW/4 Fractional & NENW/4 Fractional
G010467	Glenn A. Cookson & Darlene M. Cookson, Husband & Wife, individually and as Trustees of the Living Trust of Glenn A. Cookson & Darlene M. Cookson dated May 11, 1990	J. M. Huber Corporation	8/13/2003	59 (MS)	67	Elk	KS	Township 29 South, Range 12 East Section 20: SE/4 SE/4 NE/4 & SE/4 Section 21: SW/4 SW/4
G010468	Betty W. Lawrence, a Widow	J. M. Huber Corporation	8/21/2003	59 (MS)	70	Elk	KS	Township 29 South, Range 9 East Section 13: N/2 SW/4
G010470	Wanda Howe, a Widow	J. M. Huber Corporation	8/26/2003	59 (MS)	73	Elk	KS	Township 29 South, Range 10 East Section 24: W/2 SW/4
G010465A	Thomas Bunn	J. M. Huber Corporation	9/11/2003	59 (MS)	76	Elk	KS	Township 29 South, Range 12 East Section 8: NE/4 NE/4
G010469A	William J. Baxter & Linda G. Baxter, Husband and Wife	J. M. Huber Corporation	8/1/2003	59 (MS)	79	Elk	KS	Township 29 South, Range 12 East Section 8: W/2 NE/4, SE/4 NW/4, NW/4 SE/4;
G010484	The Estate of Robert Howe, Jerry Page Executor.	J. M. Huber Corporation	8/26/2003	59 (MS)	134	Elk	KS	Section 9: SW/4, NW/4, NW/4 SW/4 & SW/4 SW/4 Township 29 South, Range 10 East Section 24: NW/4
G010482	Larry D. Knowles and Wilma J. Knowles, Husband and Wife as Joint Tenants	J. M. Huber Corporation	9/13/2003	59 (MS)	137	Elk	KS	Township 28 South, Range 9 East Section 34: SW/4 SE/4
G010483	Delmar L. Robinson and Estella Robinson, Husband and Wife	J. M. Huber Corporation	8/21/2003	59 (MS)	140	Elk	KS	Township 28 South, Range 9 East Section 34: N/2 SE/4 less North 100' thereof and SE/4 SE/4.
G010310B	Lynn L. Perkins & Lois J. Perkins individually & as Husband and Wife	J. M. Huber Corporation	1/16/2004	59 (MS)	470	Elk	KS	Township 29 South, Range 10 East: The North Half of the Southwest Quarter (N/2 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section 29, the West Half of the Northwest Quarter (W/2 NW/4) of Section 32, and the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) of Section 31, less and except a metes and bounds tract in the SE/4 NE/4; Also 2 acre metes and bounds tract in the NE/4 SE/4 of Sec. 31.
G010275	Charles A. Meise and Lisa Meise, husband and wife	Layne Energy Sycamore, LLC	10/3/2005	60 (MS)	676	Elk	KS	Township 31S, Range 13E Section 32: E/2 SE/4 Section 33: N/2 SW/4
G010293	Frankie Shay and Jane C. Shay, husband and wife	Layne Energy Sycamore, LLC	1/6/2006	60 (MS)	772	Elk	KS	Township 30 South, Range 13 East Section 15: The SW/4 of the SE/4; AND the SE/4 of the SW/4; AND all that part of the W/2 of the SW/4 lying South of the Atkinson-Topeka Santa Fe Railroad; AND the SE/4 of the SE/4.
G010522	Ralph Z. Jones, a single person	Layne Energy Sycamore, LLC	6/15/2006	61 (MS)	174	Elk	KS	Township 30 South, Range 13 East Section 20: SW/4 Section 29: N/2 NW/4
G010540	Jon Thomas a single person	Layne Energy Sycamore, LLC	8/16/2006	61 (MS)	486	Elk	KS	Township 30 South, Range 13 East Section 16: NE/4
G010662	Kevin A. Kimzey and Gena L. Kimzey, husband and wife	Layne Energy Sycamore LLC	5/31/2007	61 (MS)	893	Elk	KS	T31S-R12E Sec 26: NW/4 T31S-R12E Sec 34: NE/4
G010663	Daniel L. Born and Carol Born, husband and wife, and Warren D. McClenagan and Marian K. McClenagan, husband and wife	Layne Energy Sycamore LLC	5/7/2007	61 (MS)	902	Elk	KS	T29S-R12E Sec 26: W/2; W/2 E/2 T29S-R12E Sec 35: W/2 NW/4
G010665	K & T Bucks, LLC	Layne Energy Sycamore LLC	6/7/2007	62 (MS)	284	Elk	KS	T31S-R12E Sec 19: S/2 SW/4; S/2 SE/4, A metes and bounds tract in SE/4 T31S-R12E Sec 20: SW/4 SW/4 T31S-R12E Sec 29: W/2 NW/4

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G010668	Thomas G. Tuck, a/k/a Tom G. Tuck, a single person	Layne Energy Sycamore LLC	6/15/2007	62 (MS)	289	Elk	KS	T305-R12E Sec 31: S/2 S/2 lying East and South of Township Road, A tract of land in S/2 N/2 SE/4 T305-R12E Sec 32: All of W/2 SE/4 and of West 64 acres of E/2 SE/4, lying South and West of Hitching Creek, S/2 SW/4 T315-R12E Sec 6: Lots 2, 3, and all of SW/4 NE/4 lying North of US Highway 160
G010676B	John Tompson, a/k/a John L. Thompson, and Brenda Thompson, husband and wife	Layne Energy Sycamore LLC	5/31/2007	62 (MS)	293	Elk	KS	T305-R12E Sec 25: E/2 T305-R13E Sec 30: N/2 SW/4, N/2
G010676C	Gary D. Clinesworth and Diana Clinesworth, husband and wife	Layne Energy Sycamore LLC	6/5/2007	62 (MS)	296	Elk	KS	T305-R12E Sec 25: E/2 T305-R13E Sec 30: N/2 SW/4, N/2
G010676A	Joe Thompson and Claire Thompson, husband and wife	Layne Energy Sycamore LLC	6/7/2007	62 (MS)	300	Elk	KS	T305-R12E Sec 25: E/2 T305-R13E Sec 30: N/2 SW/4, N/2
G010675	Matt and Pat Eck Grandchildren Trust, dated December 16, 2005	Layne Energy Sycamore LLC	5/26/2007	62 (MS)	382	Elk	KS	Township 31 South, Range 12 East, Section 23: SE/4 & E/2 SW/4
G010673	Matt and Patt Eck Grandchildren Trust, dated December 16, 2005	Layne Energy Sycamore LLC	5/26/2007	62 (MS)	387	Elk	KS	T315-R12E Sec 15: E/2 NE/4, W/2 NE4
G010674	Matt and Patt Eck Grandchildren Trust, dated December 16, 2005	Layne Energy Sycamore LLC	5/26/2007	62 (MS)	392	Elk	KS	T315-R12E Sec 26: NE/4, N/2 SE/4
G010705	Stanley Brown and Eloise Brown, husband and wife	Layne Energy Sycamore LLC	9/17/2007	62 (MS)	397	Elk	KS	Township 30 South, Range 12 East, Section 26: E/2 NE/4; NE/4 SW/4; N/2 SE/4; the South 330 Feet of the SE/4 NW/4; the South 330 feet of the SW/4 NE/4
G010671	KCE, Inc.	Layne Energy Sycamore LLC	5/26/2007	62 (MS)	403	Elk	KS	Township 31 South, Range 12 East, Section 22: E/2
G010706	Stanley Brown and Eloise Brown, husband and wife	Layne Energy Sycamore LLC	9/17/2007	62 (MS)	408	Elk	KS	Township 30 South, Range 12 East, Section 25: NW/4; N/2 SW/4
G010669	KCE, Inc.	Layne Energy Sycamore LLC	5/26/2007	62 (MS)	414	Elk	KS	Township 31 South, Range 12 East, Section 23: N/2 & W/2 SW/4
G010670	KCE, Inc.	Layne Energy Sycamore LLC	5/26/2007	62 (MS)	419	Elk	KS	Township 31 South, Range 12 East, Section 14: All of Section South and West of County Road
G010672	KCE, Inc.	Layne Energy Sycamore LLC	5/26/2007	62 (MS)	424	Elk	KS	Township 31 South, Range 12 East, Section 10: S/2 South of the Township Road AND Section 15: All that part of the S/2 lying East of the County Road AND the E/2 NE/4.
G010666	K & T Bucks, LLC	Layne Energy Sycamore LLC	6/7/2007	62 (MS)	433	Elk	KS	T315-R12E Sec 30: N/2
G010707	Greg Pickett, a single man, and William J. Pickett and LaDonna S. Pickett, husband and wife	Layne Energy Sycamore LLC	10/15/2007	62 (MS)	582	Elk	KS	T305-R12E Sec 26: SE/4 SE/4
G010766	Glenn A. Barnaby Jr and Nancy C. Barnaby, husband and wife	Layne Energy Sycamore LLC	10/9/2009	63 (MS)	633	Elk	KS	Township 30 South, Range 13 East, Section 22: E/2 SW/4; W/2 SE/4 Section 17: S/2 SE/4; SE/4 SW/4
G010789	Kevin A. Kimzey and Gena L. Kimzey, husband and wife	Layne Energy Sycamore LLC	8/26/2010	65 (MS)	212	Elk	KS	Township 31S, Range 12E, Section 26 NW/4, Section 34 NE/4
G010795	Wilbur W. Arbuckle, a single person, and Loyd E. Arbuckle and Helen L. Arbuckle, husband and wife	Layne Energy Sycamore, LLC	8/1/2011	65 (MS)	579	Elk	KS	TOWNSHIP 29S, RANGE 9E SECTION 26: N/2NE/4; W/2SW/4; SW/4NE/W; NW/4. SECTION 27: NE/4
G010793	The Elizabeth I. Thomas Trust, Charles C. Thomas, Trustee, and Jon C. Thomas, Successor Trustee and The Charles C. Thomas Trust, Charles C. Thomas, Trustee and Jon C. Thomas, Successor Trustee	Layne Energy Sycamore, LLC	8/15/2011	65 (MS)	592	Elk	KS	Township 30S, Range 13E, Section 28: W/2 W/2, Section 31: E/2 NE/4

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G010794	The Elizabeth I. Thomas Trust, Charles C. Thomas, Trustee, and Jon C. Thomas, Successor Trustee and the Charles C. Thomas Trust, Charles C. Thomas, Trustee and Jon C. Thomas, Successor Trustee	Layne Energy Sycamore, LLC	8/15/2011	65 (MS)	596	Elk	KS	Township 30 South, Range 13 East, Section 29: S/2; S/2 N/2 except one acre in the SW/Corner thereof
G010796	Robert Joe Thomas and Nancy L. Thomas, husband and wife	Layne Energy Sycamore, LLC	9/27/2011	66 (MS)	24	Elk	KS	Township 30S, Range 13E, SECTION 16; SE/4