

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 _____

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: _____

RTN: Stinson Leonard Street
1625 N. Waterfront Pkwy, Ste 300
Wichita, KS 67206

Book: 2016 Page: 2264
Receipt #: 109673 Total Fees: \$191.00
Pages Recorded: 17
Date Recorded: 3/31/2016 9:09:21 AM



ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated February 24, 2016, but effective July 1, 2015 (the "Effective Time" for the purposes of this Assignment), is from Directional Drilling Systems, LLC, a Colorado limited liability company, 5780 E. Ida Circle, Greenwood Village, Colorado 80111 ("Assignor"), and U.S. Energy Expl Corporation, a Pennsylvania corporation, P. O. Box 237, South Water Street, Rural Valley, PA 16249 ("Assignee").

For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains, and conveys to Assignee an undivided sixty percent (60%) interest in and to the real and personal property interest set forth in paragraphs a. through j., below (all of which are called the "Assets"):

- a. **Leases and Lands.** The oil and gas leases, subleases and other leaseholds described on **Exhibit A**, together with all amendments, supplements, renewals, extensions, top leases or ratifications thereof (collectively, the "Leases"), the royalties, net profit interests, production payments, and other interests, if any, owned by Assignor burdening the Leases, together with each and every kind and character of right, title, claim, and interest that Seller has in and to the lands covered by the Leases or the lands currently pooled, unitized, communitized or consolidated therewith (the "Lands").
- b. **Wells.** The oil and gas wells described on **Exhibit B**, whether producing, shut-in, or temporarily abandoned (the "Wells");
- c. **Hydrocarbons.** The oil, gas, casinghead gas, coalbed methane, condensate and other gaseous and liquid hydrocarbons or any combination thereof that may be produced from the Wells and the Lands covered by the Leases ("Hydrocarbons");
- d. **Pooling and Unitization Agreements.** The unitization, pooling and communitization agreements, declarations, orders ("Pooling Agreements"), and the units created thereby specifically relating to the Wells and to the production of Hydrocarbons from the Wells and Leases and Lands;
- e. **SWD Wells.** The water disposal or injection wells described on **Exhibit C** (the "SWD Wells");
- f. **Equipment.** All equipment, machinery, fixtures, casing, tubing, flow lines, gathering lines, facilities and other tangible personal property and improvements located on and used or held for use solely in connection with the operation of the Wells or the SWD Wells, excluding any computers, cell phones or vehicles (collectively, the "Equipment");
- g. **Easements.** All surface leases, subsurface leases, rights-of-way, licenses, easements and other surface or subsurface rights agreements ("Easements") used or held solely in connection with the exploration, development, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from the Wellbores or into the SWD Wells, including, but not limited to, those described on **Exhibit D**;
- h. **Records and Data.** All of the files, records, data and information relating to the items described in paragraphs a. through k. maintained by Assignor and/or its land brokers, including without limitation, the original Oil and Gas Leases

REC
COMP
NUM

and associated land records, copies of all lease files, land files, well files, gas and oil sales contract files, gas processing files, division order files, abstracts, title opinions, land surveys, logs, and maps, and to the extent transferable without payment of additional consideration (or if Buyer agrees to pay such additional consideration), other books, records, data, files, and accounting records, in each case to the extent related to the Wells or the SWD Wells, or used or held for use in connection with the maintenance or operation thereof, in each case, whether in paper or electronic form, (collectively, the "Records"); but excluding: (i) all information and data under contractual restrictions on assignment; and (ii) all information subject to an attorney/client privilege held by Assignor.

- i. **Contracts.** To the extent transferable without additional fee or payment (or if Buyer agrees to pay such additional fee or payment), all existing and effective sales and purchase contracts, operating agreements, exploration agreements, development agreements, farmout agreements, service agreements, transportation, processing, treatment and gathering agreements, equipment leases and other contracts, agreements and instruments, including the contracts described in Exhibit E, insofar as they directly relate to the Wells or the SWD Wells ("**Contracts**") and *provided, however*, that "**Contracts**" shall not include the instruments constituting the Leases and Easements.
- j. **Permits.** To the extent transferable pursuant to applicable Law without additional fee or payment (or if Buyer agrees to pay such additional fee or payment), all governmental (whether federal, state or local) permits, licenses, authorizations, franchises, grants, easements, variances, exceptions, consents, certificates, approvals and related instruments or rights of any Governmental Entity or other third party, and any writ, judgment, decree, award, order, injunction or similar order, writ, ruling, directive or other requirement of any Governmental Entity (in each such case whether preliminary or final), required of Seller for the ownership, operation or use of the Wells or the SWD Wells (collectively, the "**Permits**").

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns forever.

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

1. This Assignment is being made pursuant to the terms of the Purchase and Sale Agreement dated August 28, 2015 between Source Energy MidCon, LLC, Assignor and Assignee, as amended on September 17, 2015, October 12, 2015, and December 31, 2015 (the "Agreement"). All capitalized terms used but not defined herein shall have the meanings given them in the Agreement. If there is a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control to the extent of the conflict. Assignor and Assignee intend that the terms of the Agreement remain separate and distinct from and not merge into the terms of this Assignment.

2. ASSIGNOR WARRANTS TITLE TO THE ASSETS FROM AND AGAINST ALL PERSONS CLAIMING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE, AND EXCEPT FOR THAT WARRANTY, THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY.

3. Assignor expressly disclaims and negates any warranty as to the condition of any personal property, equipment, fixtures and items of movable property comprising any part of the Assets, including (i) any implied or express warranty of merchantability, (ii) any implied or express warranty of fitness for a particular purpose, (iii) any implied or express warranty of conformity to models or samples of materials, (iv) any rights of Assignee under applicable statutes to claim diminution of consideration, and (v) any claim by Assignee for damages because of defects, whether known or unknown, it being expressly understood by

Assignee that said personal property, fixtures, equipment and items are being conveyed to Assignee "as is, where is," with all faults and in their present condition and state of repair; provided, however, that nothing contained in this Assignment shall limit any of Assignor's indemnity obligations under the Agreement.

4. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Assets. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

5. The parties shall execute such further documents and instruments and do any and all such further things as may be necessary to implement and carry out the assignment and transfer of ownership and operations of the Assets to Assignee, including without limitation executing and filing with the Kansas Corporation Commission any and all forms necessary to transfer operations of the Leases to Assignee under the regulations of the Kansas Corporation Commission.

6. Notwithstanding anything contained in this Assignment to the contrary, Assignor and Assignee may execute separate governmental form assignments of the Assets on officially approved forms, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.

7. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

8. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:
Directional Drilling Systems, LLC

By: H. Lewis
Name: Hiram W. Lewis
Title: Manager of Oil & Gas Operations

ASSIGNEE:
U. S. Energy Expl Corporation

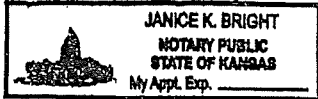
By: D. C. Boyer
Name: Dennis C. Boyer
Title: President

Acknowledgements

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 26th day of FEBRUARY 2016, by Hiram W. Lewis, as Manager of Oil & Gas Operations for Directional Drilling Systems, LLC, a Colorado limited liability Company, on behalf of the company.

Witness my hand and official seal.



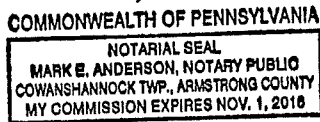
Janice K. Bright
Notary Public, _____

My commission expires:
3-26-17

STATE OF Pennsylvania)
) ss.
COUNTY OF Armstrong)

The foregoing instrument was acknowledged before me this 9th day of March, 2016, by Dennis C. Boyer as President of U.S. Energy Expl Corporation, a Pennsylvania corporation, on behalf of the company.

Witness my hand and official seal.



Mark E. Anderson
Notary Public _____

My commission expires:
11-1-16

Exhibit "B"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective July 1, 2015 between Directional Drilling Systems, LLC, as Assignor, and U.S. Energy Expl Corporation, as Assignee

<u>ST</u>	<u>County</u>	<u>Well ID</u>	<u>Well Name</u>	<u>Operator</u>	<u>Well Spot</u>	<u>API Number</u>	<u>GWI</u>	<u>NRI</u>
KS	BUTLER	10075	BUSENITZ 13-14-12-14H	SOURCE ENERGY MIDCON LLC	T255 R3E, Sec. 13: E2 SW SW SW	15015-239930100	1.0000000	0.8750000
KS	BUTLER	10097	CHASE 17-12-31	SOURCE ENERGY MIDCON LLC	T255 R4E, Sec. 17: NE NW SW NW	15-015-24038	1.0000000	0.8750000
KS	BUTLER	10086	EVERLEY 12-44-1-43H	SOURCE ENERGY MIDCON LLC	T255 R3E, Sec. 12: SE SW SE SE	1501524010100	1.0000000	0.8535569
KS	BUTLER	10077	FOULSTON 2-11-11-12H	SOURCE ENERGY MIDCON LLC	T265 R3E, Sec. 2: E2 NW NW NW	15015239900100	1.0000000	0.8750000
KS	BUTLER	10062	GOERING 10-14-10-11 H	SOURCE ENERGY MIDCON LLC	T255 R3E, Sec. 10: SW SW SW SW	15015-239880200	1.0000000	0.8000000
KS	BUTLER	10082	GOERING 10-24-10-21H	SOURCE ENERGY MIDCON LLC	T255 R3E, Sec. 10: SW SEW SE SW	15015240050100	1.0000000	0.8000000
KS	BUTLER	10083	J. FOULSTON 36-32-25-32H	SOURCE ENERGY MIDCON LLC	T24S R3E, Sec. 36: SE SW SW NE	15015240110100	1.0000000	0.8471000
KS	BUTLER	10089	CHASE RANCH 5-21-8-21H	SOURCE ENERGY MIDCON LLC	T25S R4E, Sec. 5: NW NW NE NW	15-015-24012-0100	1.0000000	0.8750000

Exhibit "C"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective July 1, 2015 between Directional Drilling Systems, LLC, as Assignor, and U.S. Energy Expl Corporation, as Assignee

<u>ST</u>	<u>County</u>	<u>Well ID</u>	<u>Well Name</u>	<u>Operator</u>	<u>Well Spot</u>	<u>API Number</u>	<u>GWI</u>	<u>NRI</u>
KS	BUTLER	10073	FOULSTON 2-11 SWD	SOURCE ENERGY MIDCON LLC	T26S R3E, Sec. 2: SE NW NW NW	15015239920000	1.0000000	1.0000000
KS	BUTLER	10074	SOURCE FEE 16-11 SWD	SOURCE ENERGY MIDCON LLC	T25S R3E, Sec. 16: NW NW NW	15015239890000	1.0000000	1.0000000

2
RTN: Empire Energy
(2) 345 Riverview St, Ste 540
Wichita, KS 67203

BUTLER COUNTY, KS
REGISTER OF DEEDS
Marcia McCoy

Book: 2015 Page: 8829

Receipt #: 106114

Total Fees: \$148.00

Pages Recorded: 18

Date Recorded: 10/15/2015 10:17:49 AM




ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated October 12, 2015, but effective July 1, 2015 (the "Effective Time" for the purposes of this Assignment), is from Empire Energy (MidCon), LLC, a Delaware limited liability company, 380 Southpointe Blvd., Suite 130, Canonsburg, Pennsylvania 15137 ("Assignor"), and Directional Drilling Systems, LLC, a Colorado limited liability company, 5780 E. Ida Circle, Greenwood Village, Colorado 80111, ("Assignee").

For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains, and conveys to Assignee, all of Assignor's right, title and interest in and to the real and personal property interest set forth in paragraphs a. through j. (all of which are called the "Assets"):

- a. **Leases and Lands.** The oil and gas leases, subleases and other leaseholds described on **Exhibit A**, together with all amendments, supplements, renewals, extensions, top leases or ratifications thereof (collectively, the "Leases"), the royalties, net profit interests, production payments, and other interests, if any, owned by Assignor burdening the Leases, together with each and every kind and character of right, title, claim, and interest that Seller has in and to the lands covered by the Leases or the lands currently pooled, unitized, communitized or consolidated therewith (the "Lands").
- b. **Wells.** The oil and gas wells described on **Exhibit B**, whether producing, shut-in, or temporarily abandoned (the "Wells");
- c. **Hydrocarbons.** The oil, gas, casinghead gas, coalbed methane, condensate and other gaseous and liquid hydrocarbons or any combination thereof that may be produced from the Wells and the Lands covered by the Leases ("Hydrocarbons");
- d. **Pooling and Unitization Agreements.** The unitization, pooling and communitization agreements, declarations, orders ("Pooling Agreements"), and the units created thereby specifically relating to the Wells and to the production of Hydrocarbons from the Wells and Leases and Lands;
- e. **SWD Wells.** The water disposal or injection wells described on **Exhibit C** (the "SWD Wells");
- f. **Equipment.** All equipment, machinery, fixtures, casing, tubing, flow lines, gathering lines, facilities and other tangible personal property and improvements located on and used or held for use solely in connection with the operation of the Wells or the SWD Wells, excluding any computers, cell phones or vehicles (collectively, the "Equipment");

REC
COMP 
NUM

- g. **Easements.** All surface leases, subsurface leases, rights-of-way, licenses, easements and other surface or subsurface rights agreements (“**Easements**”) used or held solely in connection with the exploration, development, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from the Wellbores or into the SWD Wells, including, but not limited to, those described on **Exhibit D**;
- h. **Records and Data.** All of the files, records, data and information relating to the items described in paragraphs a. through k. maintained by Assignor and/or its land brokers, including without limitation, the original Oil and Gas Leases and associated land records, copies of all lease files, land files, well files, gas and oil sales contract files, gas processing files, division order files, abstracts, title opinions, land surveys, logs, and maps, and to the extent transferable without payment of additional consideration (or if Buyer agrees to pay such additional consideration), other books, records, data, files, and accounting records, in each case to the extent related to the Wells or the SWD Wells, or used or held for use in connection with the maintenance or operation thereof, in each case, whether in paper or electronic form, (collectively, the “**Records**”); but excluding: (i) all information and data under contractual restrictions on assignment; and (ii) all information subject to an attorney/client privilege held by Assignor.
- i. **Contracts.** To the extent transferable without additional fee or payment (or if Buyer agrees to pay such additional fee or payment), all existing and effective sales and purchase contracts, operating agreements, exploration agreements, development agreements, farmout agreements, service agreements, transportation, processing, treatment and gathering agreements, equipment leases and other contracts, agreements and instruments, including the contracts described in **Exhibit E**, insofar as they directly relate to the Wells or the SWD Wells (“**Contracts**”) and *provided, however*, that “**Contracts**” shall not include the instruments constituting the Leases and Easements.
- j. **Permits.** To the extent transferable pursuant to applicable Law without additional fee or payment (or if Buyer agrees to pay such additional fee or payment), all governmental (whether federal, state or local) permits, licenses, authorizations, franchises, grants, easements, variances, exceptions, consents, certificates, approvals and related instruments or rights of any Governmental Entity or other third party, and any writ, judgment, decree, award, order, injunction or similar order, writ, ruling, directive or other requirement of any Governmental Entity (in each such case whether preliminary or final), required of Seller for the ownership, operation or use of the Wells or the SWD Wells (collectively, the “**Permits**”).

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns forever.

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

1. This Assignment is being made pursuant to the terms of the Purchase and Sale Agreement dated August 28, 2015 between Source Energy MidCon, LLC, Assignor and Assignee (together with all amendments thereto, the "Agreement") and subject to the terms of the Joint Purchase Agreement dated October 12, 2015 between Assignor and Assignee. All capitalized terms used but not defined herein shall have the meanings given them in the Agreement. If there is a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control to the extent of the conflict. Assignor and Assignee intend that the terms of the Agreement remain separate and distinct from and not merge into the terms of this Assignment.

2. ASSIGNOR WARRANTS TITLE TO THE ASSETS FROM AND AGAINST ALL PERSONS CLAIMING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE, AND EXCEPT FOR THAT WARRANTY, THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY.

3. Assignor expressly disclaims and negates any warranty as to the condition of any personal property, equipment, fixtures and items of movable property comprising any part of the Assets, including (i) any implied or express warranty of merchantability, (ii) any implied or express warranty of fitness for a particular purpose, (iii) any implied or express warranty of conformity to models or samples of materials, (iv) any rights of Assignee under applicable statutes to claim diminution of consideration, and (v) any claim by Assignee for damages because of defects, whether known or unknown, it being expressly understood by Assignee that said personal property, fixtures, equipment and items are being conveyed to Assignee "as is, where is," with all faults and in their present condition and state of repair; provided, however, that nothing contained in this Assignment shall limit any of Assignor's indemnity obligations under the Agreement.

4. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Assets. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

5. The parties shall execute such further documents and instruments and do any and all such further things as may be necessary to implement and carry out the assignment and transfer of ownership and operations of the Assets to Assignee, including without limitation executing and filing with the Kansas Corporation Commission any and all forms necessary to transfer operations of the Leases to Assignee under the regulations of the Kansas Corporation Commission.

6. Notwithstanding anything contained in this Assignment to the contrary, Assignor

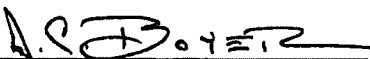
and Assignee may execute separate governmental form assignments of the Assets on officially approved forms, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.

7. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.


8. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:
Empire Energy (MidCon), LLC

By: 
Name: ALLEN P. BOYER
Title: SVP/COO

ASSIGNEE:
Directional Drilling Systems, LLC

By: 
Name: Arthur S. Wilkinson
Title: Manager

Acknowledgements

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

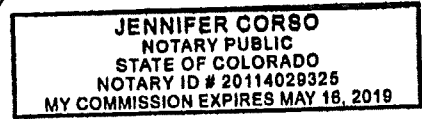
The foregoing instrument was acknowledged before me this 12th day of October 2015 by Allen C. Boyer, as SUP/COO of Empire Energy (MidCon), LLC, a Delaware limited liability Company, on behalf of the company.

Witness my hand and official seal.

My commission expires: 5/16/2019

Jennifer Corso
Notary Public, JCF

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

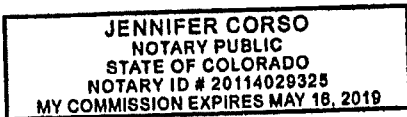


The foregoing instrument was acknowledged before me this 12th day of October, 2015 by Arthur D. Wilkinson as Manager of Directional Drilling Systems, LLC, a Colorado limited liability company, on behalf of the company.

Witness my hand and official seal.

My commission expires: 5-16-2019

JCF
Notary Public Jennifer Corso



Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective July 1, 2015 between Empire Energy (Midcon) LLC, as Assignor, and Directional Drilling Systems, LLC, as Assignee

ST	County	Well ID	Well Name	Operator	Well Spot	API Number	GWL	NRI
KS	BUTLER	10075	BUSENITZ 13-14-12-14H	SOURCE ENERGY MIDCON LLC	T255 R3E, Sec. 13: E2 SW SW SW	15015-239930100	1.0000000	0.8750000
KS	BUTLER	10097	CHASE 17-12-31	SOURCE ENERGY MIDCON LLC	T255 R4E, Sec. 17: NE NW SW NW	15-015-24038	1.0000000	0.8750000
KS	BUTLER	10086	EVERLEY 12-44-1-43H	SOURCE ENERGY MIDCON LLC	T255 R3E, Sec. 12: SE SW SE SE	1501524010100	1.0000000	0.8535569
KS	BUTLER	10077	FOULSTON 2-11-11-12H	SOURCE ENERGY MIDCON LLC	T265 R3E, Sec. 2: E2 NW NW NW	15015239900100	1.0000000	0.8750000
KS	BUTLER	10062	GOERING 10-14-10-11 H	SOURCE ENERGY MIDCON LLC	T255 R3E, Sec. 10: SW SW SW SW	15015-239880200	1.0000000	0.8000000
KS	BUTLER	10082	GOERING 10-24-10-21H	SOURCE ENERGY MIDCON LLC	T255 R3E, Sec. 10: SW SE SW SE SW	15015240050100	1.0000000	0.8000000
KS	BUTLER	10083	J. FOULSTON 36-32-25-32H	SOURCE ENERGY MIDCON LLC	T245 R3E, Sec. 36: SE SW SW NE	15015240110100	1.0000000	0.8471000
KS	BUTLER	10089	CHASE RANCH 5-21-8-21H	SOURCE ENERGY MIDCON LLC	T255 R4E, Sec. 5: NW NW NE NW	15-015-24012-0100	1.0000000	0.8750000

Exhibit "C"
 Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective July 1, 2015 between
 Empire Energy (Midcon) LLC, as Assignor, and Directional Drilling Systems, LLC, as Assignee

<u>ST</u>	<u>County</u>	<u>Well ID</u>	<u>Well Name</u>	<u>Operator</u>	<u>Well Spot</u>	<u>API Number</u>	<u>GWI</u>	<u>NRI</u>
KS	BUTLER	10073	FOULSTON 2-11 SWD	SOURCE ENERGY MIDCON LLC	T26S R3E, Sec. 2: SE NW NW NW	15015239920000	1.0000000	1.0000000
KS	BUTLER	10074	SOURCE FEE 16-11 SWD	SOURCE ENERGY MIDCON LLC	T25S R3E, Sec. 16: NW NW NW	15015239890000	1.0000000	1.0000000

CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT (FORM KSONA-1)

BUSENITZ 13-14-12-14H (T-1 Transfer)

Surface Owner Information:

Dwight A. Busenitz Revocable Trust
6698 NW Indianola Road
Whitewater, KS 67154-8985

Jerome Kent Busenitz
6698 NW Indianola Rd.
Whitewater, KS 67154-8985

REQUEST FOR CHANGE OF OPERATOR (FORM T-1)

BUSENITZ 13-14-12-14H (SW/4SW/4 SEC. 13, 25S-3E)

Legal Description of Lease:

T25S-R3E, 6TH PM SEC 13: NW/4, LESS THAT PORTION OF THE SE/4 NW/4 LYING EAST OF THE CENTERLINE OF THE WHITEWATER RIVER

T25S-R3E, 6TH PM SEC 13: SW/4, LESS THAT PORTION OF THE NE/4 SW/4 LYING EAST OF THE CENTERLINE OF THE WHITEWATER RIVER

T25S-R4E, 6TH PM SEC 25: SW/4, EXCEPT: BEGINNING AT THE SW CORNER OF THE SW/4, THENCE N 600 FEET; THENCE E PARALLEL WITH THE S LINE OF THE SW/4, A DISTANCE OF 435.6 FEET, THENCE S PARALLEL WITH SAID W LINE 600 FEET TO THE S LINE; THENCE W PARALLEL WITH SAID S LINE A DISTANCE OF 435.6 FEET TO THE POINT OF BEGINNING (6 ACRES); AND EXCEPT: BEGINNING AT A POINT ON THE W LINE OF THE SW/4, SAID POINT BEING 600 FEET N OF THE SW CORNER OF SAID SECTION 25; THENCE ON AN ASSUMED BEARING OF N 00 DEGREES 17 MINUTES 13 SECONDS W, ALONG THE W LINE OF SAID SW/4, A DISTANCE OF 1367.3 FEET, THENCE S 88 DEGREES, 55 MINUTES, 11 SECONDS E, A DISTANCE OF 1278.2 FEET; THENCE S 00 DEGREES, 17 MINUTES 38 SECONDS E, A DISTANCE OF 1359.64 FEET; THENCE N 89 DEGREES, 15 MINUTES 48 SECONDS W, A DISTANCE OF 1278.2 FEET TO THE POINT OF BEGINNING

T26S-R3E, 6TH PM SEC 9: S/2 NW/4

T26S-R4E, 6TH PM SEC 10: NW/4 NW/4, EXCEPT S 578 FT OF W 513.50 FT OF SW/4NW/4NW/4

T26S-R4E, 6TH PM SEC 3: BEGINNING AT THE SWC OF THE SW4, THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREE 16'31" WEST A DISTANCE OF 1655.98 FEET, THENCE SOUTH 89 DEGREES 12'40" EAST A DISTANCE OF 1679.88 FEET, THENCE SOUTH 00 DEGREES 01' WEST A DISTANCE OF 1315.63 FEET, THENCE NORTH 89 DEGREES 43'33" WEST A DISTANCE OF 214.81 FEET, THENCE NORTH 00 DEGREES 24'35" WEST A DISTANCE OF 64.67 FEET, THENCE NORTH 88 DEGREES 17'34" WEST A DISTANCE OF 442.07 FEET, THENCE SOUTH 02 DEGREES 26'22" WEST A DISTANCE OF 211.73 FEET, THENCE SOUTH 87 DEGREES 53'40" EAST A DISTANCE OF 66.53 FEET, THENCE SOUTH 01 DEGREES 25'08" WEST A DISTANCE OF 191.68 FEET, THENCE NORTH 89 DEGREES 27'08" WEST A DISTANCE OF 1038.10 FEET TO THE POINT OF BEGINNING

T25S-R3E, 6TH PM SEC 13: THAT PORTION OF THE NW/4 SE/4 LYING WEST OF THE CENTERLINE OF THE WHITEWATER RIVER

CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT (FORM KSONA-1)

BUSENITZ 13-14-12-14H (T-1 Transfer)

Additional Surface Owner Information:

Jerome Kent Busenitz
6698 NW Indianola Rd.
Whitewater, KS 67154-8985



EMPIRE ENERGY (MidCon), LLC

Regional Office
345 Riverview Street, Suite 540
Wichita, KS 67203
T: 316 313 4395
F: 316 440 8644

Corporate Headquarters
380 Southpointe Blvd. Suite 130
Canonsburg, PA 15317
T: 724 483 2070
F: 724 485 2286

December 19th, 2017

Mr. Dennis Boyer
US Energy Expl. Corp.
237 South Water Street
Rural Valley, PA 16249

Dear Mr. Boyer,

Effective as of December 14th, 2017, Empire Energy (MidCon), LLC has assigned and transferred operator status with the Kansas Corporation Commission to US Energy Expl. Corp., as described in the T1 (Request for Change of Operator) forms covering the following-described wells, located in Butler County, Kansas:

Well Name and Number	API Number
Busenitz 13-14-12-14H	15-015-23993-01-01
Chase 17-12-31	15-015-24038-00-00
Everley 12-44-1-43H	15-015-24010-01-00
Foulston 2-11-11-12H	15-015-23990-01-00
Foulston 2-11 SWD	15-015-23992-00-00
Goering 10-14-10-11 H	15-015-23988-02-00
Goering 10-24-10-21H	15-015-24005-01-00
Source Fee 16-11 SWD	15-015-23989-00-00

Yours very truly,

J.A. Farthing
Vice-President, Mid-Continent Region

Agreed to and accepted this 20th day of December 2017.

US Energy Expl. Corp.

By:
Dennis Boyer
President

ACKNOWLEDGMENT

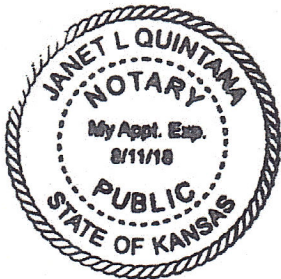
STATE OF Kansas)
) ss.
COUNTY OF Sedgwick)

This instrument was acknowledged before me on December 19th, 2017, by J.A. Farthing as Vice President, Mid-Continent Region of Empire Energy (MidCon), LLC, a Delaware limited liability company.

My commission expires: 8/11/2018

Janet L. Quintana
Janet L. Quintana, Notary Public

Seal:



ACKNOWLEDGMENT

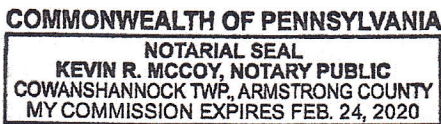
STATE OF Pennsylvania)
) ss.
COUNTY OF ARMSTRONG)

This instrument was acknowledged before me on December 20, 2017 by Dennis C. Boyer as President of US Energy Expl. Corp., a Pennsylvania corporation.

My commission expires: Feb 24, 2020

K R McCoy
Notary Public

Seal:



**RE: Transfer of Operations
Empire Energy-US Energy**

We previously submitted T1 Requests for Change of Operator for several wells and salt water disposal wells located in Butler County, Kansas. The transfer was from Empire to US Energy Exploration Corp. At the time of submission, we also submitted a form of Assignment dated December 19, 2017, indicating the assignment of operations from Empire Energy to US Energy. After review, there was a question about the submission and it was returned. US Energy's counsel has now discussed the matter with attorney Jon Myers with the KCC and furnished him additional information, including an Assignment, Bill of Sale and Conveyance. Mr. Myers asked that the T1's and Assignment dated December 19, 2017, be resubmitted for review, together with an explanation of the transaction and the additional Assignment, Bill of Sale and Conveyance. Those are all attached, or being filed through the KOLAR system. An explanation of US Energy's ownership and operating role is further discussed below.

US Energy acquired operating rights to the subject wells at the conclusion of a series of transactions and assignments. Source Energy Mid-Con was the previous owner of the wells covered by the Operator transfer requests, together with a number of undeveloped oil and gas leases in Butler County, Kansas, which were part of the transaction but are irrelevant for purposes of the operator change. In August 2015, Source, as seller, and Empire and Directional Drilling Systems, LLC, a Colorado limited liability company, as buyers, entered into a Purchase and Sale Agreement for the purpose of acquiring Source's wells and leases. For the agreed price, Source was to transfer a 60% working interest in wells and leases to Empire and 40% to Directional Drilling. The original closing was to take place in September 2015, but Empire requested an extension of closing and it was extended until September 30, 2015. In October a sort of "rolling closing" took place because Empire was still unable to complete its portion of the transaction. Nonetheless, the parties attempted to go as far as it could with closing by making assignments and postponing payment by Empire until February 2016. As part of the closing in October 2015, at that time Empire replaced Source as operator of the wells in question. Provision was also made that in the event Empire failed to close, Directional Drilling could purchase Empire's 60% interest or provide a substitute buyer. US Energy became that substitute buyer. After the closing in February 2016, it was agreed by US Energy and Directional Drilling that Empire would continue as operator because neither US Energy or Directional Drilling were Kansas licensed operators at the time.

Attached is the recorded Assignment, Bill of Sale and Conveyance from Directional Drilling to US Energy conveying 60% interest in the wells at issue here and the underlying leases and other property. Please note the description of "assets" includes the wells, leases and salt water disposal wells subject to the submitted T-1's.

US Energy, is qualified as a KCC operator and now wants to operate the wells and Empire does not want to continue operating. That is why this is being done.

US Energy's Kansas counsel, Gordon Stull, Pratt, Kansas, has been advised by Jon Myers that this additional information should be sufficient to allow the pending transfer of operations to take effect. US Energy understands that to completely have the right to take over operations, it will need to provide appropriate bond and surety coverages required by the KCC and will do so as soon as a determination has been made by the KCC to permit this transfer to take place.

Thank you for your consideration.

RTN: Stinson Leonard Street
1625 N. Waterfront Pkwy, Ste 300
Wichita, KS 67206

BUTLER COUNTY, KS
REGISTER OF DEEDS
Marcia McCoy

Book: 2016 Page: 2264

Receipt #: 109673

Total Fees: \$191.00

Pages Recorded: 17

Date Recorded: 3/31/2016 9:09:21 AM



ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated February 24, 2016, but effective July 1, 2015 (the "Effective Time" for the purposes of this Assignment), is from Directional Drilling Systems, LLC, a Colorado limited liability company, 5780 E. Ida Circle, Greenwood Village, Colorado 80111 ("Assignor"), and U.S. Energy Expl Corporation, a Pennsylvania corporation, P. O. Box 237, South Water Street, Rural Valley, PA 16249 ("Assignee").

For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains, and conveys to Assignee an undivided sixty percent (60%) interest in and to the real and personal property interest set forth in paragraphs a. through j., below (all of which are called the "Assets"):

- a. **Leases and Lands.** The oil and gas leases, subleases and other leaseholds described on Exhibit A, together with all amendments, supplements, renewals, extensions, top leases or ratifications thereof (collectively, the "Leases"), the royalties, net profit interests, production payments, and other interests, if any, owned by Assignor burdening the Leases, together with each and every kind and character of right, title, claim, and interest that Seller has in and to the lands covered by the Leases or the lands currently pooled, unitized, communitized or consolidated therewith (the "Lands").
- b. **Wells.** The oil and gas wells described on Exhibit B, whether producing, shut-in, or temporarily abandoned (the "Wells");
- c. **Hydrocarbons.** The oil, gas, casinghead gas, coalbed methane, condensate and other gaseous and liquid hydrocarbons or any combination thereof that may be produced from the Wells and the Lands covered by the Leases ("Hydrocarbons");
- d. **Pooling and Unitization Agreements.** The unitization, pooling and communitization agreements, declarations, orders ("Pooling Agreements"), and the units created thereby specifically relating to the Wells and to the production of Hydrocarbons from the Wells and Leases and Lands;
- e. **SWD Wells.** The water disposal or injection wells described on Exhibit C (the "SWD Wells");
- f. **Equipment.** All equipment, machinery, fixtures, casing, tubing, flow lines, gathering lines, facilities and other tangible personal property and improvements located on and used or held for use solely in connection with the operation of the Wells or the SWD Wells, excluding any computers, cell phones or vehicles (collectively, the "Equipment");
- g. **Easements.** All surface leases, subsurface leases, rights-of-way, licenses, easements and other surface or subsurface rights agreements ("Easements") used or held solely in connection with the exploration, development, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from the Wellbores or into the SWD Wells, including, but not limited to, those described on Exhibit D;
- h. **Records and Data.** All of the files, records, data and information relating to the items described in paragraphs a. through k. maintained by Assignor and/or its land brokers, including without limitation, the original Oil and Gas Leases

REC 1
COMP 11
NUM 112

and associated land records, copies of all lease files, land files, well files, gas and oil sales contract files, gas processing files, division order files, abstracts, title opinions, land surveys, logs, and maps, and to the extent transferable without payment of additional consideration (or if Buyer agrees to pay such additional consideration), other books, records, data, files, and accounting records, in each case to the extent related to the Wells or the SWD Wells, or used or held for use in connection with the maintenance or operation thereof, in each case, whether in paper or electronic form, (collectively, the "Records"); but excluding: (i) all information and data under contractual restrictions on assignment; and (ii) all information subject to an attorney/client privilege held by Assignor.

- l. **Contracts.** To the extent transferable without additional fee or payment (or if Buyer agrees to pay such additional fee or payment), all existing and effective sales and purchase contracts, operating agreements, exploration agreements, development agreements, farmout agreements, service agreements, transportation, processing, treatment and gathering agreements, equipment leases and other contracts, agreements and instruments, including the contracts described in Exhibit E, insofar as they directly relate to the Wells or the SWD Wells ("**Contracts**") and *provided, however*, that "**Contracts**" shall not include the instruments constituting the Leases and Easements.
- j. **Permits.** To the extent transferable pursuant to applicable Law without additional fee or payment (or if Buyer agrees to pay such additional fee or payment), all governmental (whether federal, state or local) permits, licenses, authorizations, franchises, grants, easements, variances, exceptions, consents, certificates, approvals and related instruments or rights of any Governmental Entity or other third party, and any writ, judgment, decree, award, order, injunction or similar order, writ, ruling, directive or other requirement of any Governmental Entity (in each such case whether preliminary or final), required of Seller for the ownership, operation or use of the Wells or the SWD Wells (collectively, the "**Permits**").

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns forever.

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

1. This Assignment is being made pursuant to the terms of the Purchase and Sale Agreement dated August 28, 2015 between Source Energy MidCon, LLC, Assignor and Assignee, as amended on September 17, 2015, October 12, 2015, and December 31, 2015 (the "Agreement"). All capitalized terms used but not defined herein shall have the meanings given them in the Agreement. If there is a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control to the extent of the conflict. Assignor and Assignee intend that the terms of the Agreement remain separate and distinct from and not merge into the terms of this Assignment.

2. **ASSIGNOR WARRANTS TITLE TO THE ASSETS FROM AND AGAINST ALL PERSONS CLAIMING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE, AND EXCEPT FOR THAT WARRANTY, THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY.**

3. Assignor expressly disclaims and negates any warranty as to the condition of any personal property, equipment, fixtures and items of movable property comprising any part of the Assets, including (i) any implied or express warranty of merchantability, (ii) any implied or express warranty of fitness for a particular purpose, (iii) any implied or express warranty of conformity to models or samples of materials, (iv) any rights of Assignee under applicable statutes to claim diminution of consideration, and (v) any claim by Assignee for damages because of defects, whether known or unknown, it being expressly understood by

Assignee that said personal property, fixtures, equipment and items are being conveyed to Assignee "as is, where is," with all faults and in their present condition and state of repair; provided, however, that nothing contained in this Assignment shall limit any of Assignor's indemnity obligations under the Agreement.

4. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Assets. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

5. The parties shall execute such further documents and instruments and do any and all such further things as may be necessary to implement and carry out the assignment and transfer of ownership and operations of the Assets to Assignee, including without limitation executing and filing with the Kansas Corporation Commission any and all forms necessary to transfer operations of the Leases to Assignee under the regulations of the Kansas Corporation Commission.

6. Notwithstanding anything contained in this Assignment to the contrary, Assignor and Assignee may execute separate governmental form assignments of the Assets on officially approved forms, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.

7. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

8. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:
Directional Drilling Systems, LLC

By: H. Lewis
Name: Hiram W. Lewis
Title: Manager of Oil & Gas Operations

ASSIGNEE:
U. S. Energy Expl Corporation

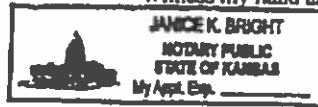
By: D. C. Boyer
Name: Dennis C. Boyer
Title: President

Acknowledgements

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 20th day of FEBRUARY 2016, by Hiram W. Lewis, as Manager of Oil & Gas Operations for Directional Drilling Systems, LLC, a Colorado limited liability Company, on behalf of the company.

Witness my hand and official seal.



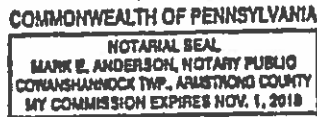
Janice K. Bright
Notary Public, _____

My commission expires:
3-26-17

STATE OF Pennsylvania)
) ss.
COUNTY OF Armstrong)

The foregoing instrument was acknowledged before me this 9th day of March, 2016, by Dennis C. Boyer as President of U.S. Energy Expl Corporation, a Pennsylvania corporation, on behalf of the company.

Witness my hand and official seal.



Mark E. Anderson
Notary Public, _____

My commission expires:
11-1-18

Exhibit A – The Leases and Lands
Exhibit B – The Wells
Exhibit C – SWD Wells
Exhibit D – The Easements
Exhibit E – The Contracts

LABOR "A"
Attached is and made a part of the certain Assignment, Bid of Sale and Correspondence, effective July 1, 2013
between Directional Drilling Systems, LLC, on Assignor, and U.S. Energy East Corporation, as Assignee

Well	County	Tract	Owner	Legal Desc (see Description)	Acres	Section
KS BUTLER 2144	KS	1795 FIRST UNITED METHODIST CHURCH OF POTOMAC	PETRA ENERGY SERVICES, LLC	4/23/2013 T1S-40E	2013	2014
KS BUTLER 2157	KS	1680 FORECAST JACOBS TRUST DATED 11/12/1998	SCHONWALD LAND, INC.	1/13/2013 T35S-43E	2013	2014
KS BUTLER 2159	KS	1851 FORECAST JACOBS TRUST DATED 11/12/1998	SCHONWALD LAND, INC.	1/13/2013 T35S-43E	2013	2014
KS BUTLER 2117	KS	1461 JOHN E BISHOP	PETRA ENERGY SERVICES LLC	4/21/2013 T35S-43E	2013	2014
KS BUTLER 2734	KS	1831 WINDY HILL JACOBS TRUST DATED 11/12/1998	SCHONWALD LAND, INC.	1/13/2013 T35S-43E	2013	2014
KS BUTLER 2735	KS	1880 WINDY HILL JACOBS TRUST DATED 11/12/1998	SCHONWALD LAND, INC.	1/13/2013 T35S-43E	2013	2014
KS BUTLER 2717	KS	3134 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014
KS BUTLER 2761	KS	3134 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014
KS BUTLER 2762	KS	3135 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014
KS BUTLER 2763	KS	3136 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014
KS BUTLER 2764	KS	3137 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014
KS BUTLER 2792	KS	3138 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014
KS BUTLER 2793	KS	3139 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014
KS BUTLER 2794	KS	3140 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014
KS BUTLER 2795	KS	3141 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014
KS BUTLER 2796	KS	3142 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014
KS BUTLER 2797	KS	3143 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014
KS BUTLER 2798	KS	3144 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014
KS BUTLER 2799	KS	3145 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014
KS BUTLER 2800	KS	3146 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014
KS BUTLER 2801	KS	3147 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014
KS BUTLER 2802	KS	3148 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014
KS BUTLER 2803	KS	3149 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014
KS BUTLER 2804	KS	3150 STANLEY D. BENTZ, A SINGLE FEMALE, AND WALTER B. BENTZ AND WYOMIA L. BENTZ, TRUSTEES OF BOTH THE WALTER B. BENTZ TRUST DATED 6/7/1973 AND THE WYOMIA L. BENTZ TRUST DATED 6/7/1973	RANGE OIL COMPANY, INC.	11/17/2010 T35S-43E SEC 10E 5723W/4	2013	2014

Attached to and made a part of that certain Assignment of Sale and Conveyance effective July 1, 2015 between Dimensional Drilling Systems, LLC, as Assignee, and U.S. Energy Life Corporation, as Assignee

Block	Owner	Legal Description	Block	Owner	Legal Description
03	BUTLER 2971	GENERAL PARTNER BY EDWARD CHASE, PRESIDENT CHASE BANK OF A KANSAS LIMITED PARTNERSHIP, BY AQUILA ACRES, INC., PRESIDENT	57/4/2013	7355-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2014 0506
03	BUTLER 2972	GENERAL PARTNER BY EDWARD CHASE, PRESIDENT CHASE BANK OF A KANSAS LIMITED PARTNERSHIP, BY AQUILA ACRES, INC., PRESIDENT	57/4/2013	7355-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2014 0506
03	BUTLER 2973	GENERAL PARTNER BY EDWARD CHASE, PRESIDENT CHASE BANK OF A KANSAS LIMITED PARTNERSHIP, BY AQUILA ACRES, INC., PRESIDENT	57/4/2013	7355-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2014 0506
03	BUTLER 2974	GENERAL PARTNER BY EDWARD CHASE, PRESIDENT CHASE BANK OF A KANSAS LIMITED PARTNERSHIP, BY AQUILA ACRES, INC., PRESIDENT	57/4/2013	7355-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2014 0506
03	BUTLER 2975	RONALD S. TAMMER AND TANYA N. TAMMER, HUSBAND AND WIFE	5/15/2013	7365-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2013 0151
03	BUTLER 2976	RONALD S. TAMMER AND TANYA N. TAMMER, HUSBAND AND WIFE	5/15/2013	7365-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2013 0151
03	BUTLER 2977	RONALD S. TAMMER AND TANYA N. TAMMER, HUSBAND AND WIFE	5/15/2013	7365-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2013 0151
03	BUTLER 2978	RONALD S. TAMMER AND TANYA N. TAMMER, HUSBAND AND WIFE	5/15/2013	7365-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2013 0151
03	BUTLER 2979	RONALD S. TAMMER AND TANYA N. TAMMER, HUSBAND AND WIFE	5/15/2013	7365-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2013 0151
03	BUTLER 2980	FOURSTON PROPERTIES, INC.	5/15/2013	7365-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2013 0151
03	BUTLER 2981	CHRISTIE A. FOURSTON AS TRUSTEE OF THE FOURSTON FAMILY TRUST	5/15/2013	7365-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2013 0151
03	BUTLER 2982	CHRISTIE A. FOURSTON AS TRUSTEE OF THE FOURSTON FAMILY TRUST	5/15/2013	7365-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2013 0151
03	BUTLER 2983	LEE BANKS, A SINGLE MAN	5/15/2013	7365-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2013 0151
03	BUTLER 2984	JAMES L. DUELEY AND FRIDA H. DUELEY, HUSBAND AND WIFE	1/7/2013	7355-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2013 1104
03	BUTLER 2985	BARRY T. CLAUSEN A SINGLE MAN	1/7/2013	7355-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2013 1104
03	BUTLER 2986	BARRY T. CLAUSEN A SINGLE MAN	1/7/2013	7355-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2013 1104
03	BUTLER 2987	BARRY T. CLAUSEN A SINGLE MAN	1/7/2013	7355-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2013 1104
03	BUTLER 2988	BARRY T. CLAUSEN A SINGLE MAN	1/7/2013	7355-AM, 6TH PM SECS: NW/4, NW/4, NW/4 LOT 3 (20.17) AND LOT 4 (20.41)	2013 1104

Exhibit "A"
Attached to and made a part of that certain Assignment, Sale of Side and Cornerpiece effective July 1, 2015
between Devotional Drilling Systems, LLC, as Assignor, and U.S. Energy Corp. Corporation, as Assignee

ES	Owner	Local Owner	Local	Local Description	Each Date
ES BUTLER 2071	3476 BRADY T. CLAASSEN A SINGLE LADY	COCHO LAND CO., LLC		CENTRILINE OF THE WHITWATER RIVER EAST OF THE CENTERLINE OF THE WHITWATER RIVER	2013 11/04
ES BUTLER 2073	3153 JAMET G. CHAMMAN, NOW ANDERSON, TRUSTEE OF THE FLYING I TRUST, DATED 21-Sep-95	COCHO LAND CO., LLC		THE LINE ON AN ASSUMED BEARING OF S80 DEGREES 50 MINUTES 43 SECONDS E, A DISTANCE OF 1,600.00 FEET TO THE NE CORNER OF SAID SW/4; THENCE S00 DEGREES 14 MINUTES 34 SECONDS E, A DISTANCE OF 2,675.00 FEET TO THE SE CORNER OF SAID SW/4; THENCE N80 DEGREES 58 MINUTES 13 SECONDS W, A DISTANCE OF 819.00 FEET; THENCE N80 DEGREES 01 MINUTES 49 SECONDS E, A DISTANCE OF 478 FEET; THENCE N80 DEGREES 54 MINUTES 33 SECONDS W, A DISTANCE OF 415.70 FEET; THENCE N80 DEGREES 34 MINUTES 34 SECONDS W, A DISTANCE OF 1,374.70 FEET; THENCE N80 DEGREES 28 MINUTES 13 SECONDS W, A DISTANCE OF 806.21 FEET TO THE POINT OF BEGINNING, SUBJECT TO PUBLIC ROAD DISTANCE OF 806.21 FEET TO THE SW/4, LESS A TRACT DESCRIBED AS: B/C, 37.23 CHAINS NORTH OF THE SW/4, THENCE NORTH 28 DEGREES 37' EAST 1.53 CHAINS, THENCE NORTH 7 DEGREES EAST 4.5 CHAINS, THENCE NORTH 31 DEGREES WEST 2.76 CHAINS, THENCE SOUTH TO POB	2013 11/04
ES BUTLER 2075	3172 JAMET G. CHAMMAN, NOW ANDERSON, TRUSTEE OF THE FLYING I TRUST, DATED 21-Sep-95	COCHO LAND CO., LLC		THE LINE ON AN ASSUMED BEARING OF S80 DEGREES 50 MINUTES 43 SECONDS E, A DISTANCE OF 1,600.00 FEET TO THE NE CORNER OF SAID SW/4; THENCE S00 DEGREES 14 MINUTES 34 SECONDS E, A DISTANCE OF 2,675.00 FEET TO THE SE CORNER OF SAID SW/4; THENCE N80 DEGREES 58 MINUTES 13 SECONDS W, A DISTANCE OF 819.00 FEET; THENCE N80 DEGREES 01 MINUTES 49 SECONDS E, A DISTANCE OF 478 FEET; THENCE N80 DEGREES 54 MINUTES 33 SECONDS W, A DISTANCE OF 415.70 FEET; THENCE N80 DEGREES 34 MINUTES 34 SECONDS W, A DISTANCE OF 1,374.70 FEET; THENCE N80 DEGREES 28 MINUTES 13 SECONDS W, A DISTANCE OF 806.21 FEET TO THE POINT OF BEGINNING, SUBJECT TO PUBLIC ROAD DISTANCE OF 806.21 FEET TO THE SW/4, LESS A TRACT DESCRIBED AS: B/C, 37.23 CHAINS NORTH OF THE SW/4, THENCE NORTH 28 DEGREES 37' EAST 1.53 CHAINS, THENCE NORTH 7 DEGREES EAST 4.5 CHAINS, THENCE NORTH 31 DEGREES WEST 2.76 CHAINS, THENCE SOUTH TO POB	2013 11/04
ES BUTLER 2079	3063 DWIGHT A. BUSSEWITZ AND DAWE L. BUSSEWITZ, HUSBAND AND WIFE	COCHO LAND CO., LLC		EAST OF THE CENTERLINE OF THE WHITWATER RIVER	2013 11/04
ES BUTLER 2079	3064 DWIGHT A. BUSSEWITZ AND DAWE L. BUSSEWITZ, HUSBAND AND WIFE	COCHO LAND CO., LLC		EAST OF THE CENTERLINE OF THE WHITWATER RIVER	2013 11/04
ES BUTLER 2079	3173 DWIGHT A. BUSSEWITZ AND DAWE L. BUSSEWITZ, HUSBAND AND WIFE	COCHO LAND CO., LLC		EAST OF THE CENTERLINE OF THE WHITWATER RIVER	2013 11/04
ES BUTLER 2079	3147 DWIGHT A. BUSSEWITZ AND DAWE L. BUSSEWITZ, HUSBAND AND WIFE	COCHO LAND CO., LLC		THE POINT OF BEGINNING	2013 11/04
ES BUTLER 2079	3149 DWIGHT A. BUSSEWITZ AND DAWE L. BUSSEWITZ, HUSBAND AND WIFE	COCHO LAND CO., LLC		THE POINT OF BEGINNING	2013 11/04
ES BUTLER 2079	3150 DWIGHT A. BUSSEWITZ AND DAWE L. BUSSEWITZ, HUSBAND AND WIFE	COCHO LAND CO., LLC		THE POINT OF BEGINNING	2013 11/04
ES BUTLER 2079	3175 DWIGHT A. BUSSEWITZ AND DAWE L. BUSSEWITZ, HUSBAND AND WIFE	COCHO LAND CO., LLC		THE POINT OF BEGINNING	2013 11/04
ES BUTLER 2080	3064 KECOLE EMT BUSSEWITZ AND JAMET AND BUSSEWITZ, HUSBAND AND WIFE	COCHO LAND CO., LLC		THE POINT OF BEGINNING	2013 11/04

ES	County	Land	Lessee	Legal Description	Acres	2013
ES	BUTLER	3000	3675 JEROME KEITH BUSENITZ AND HARRY ANN BUSENITZ, HUSBAND AND WIFE	CONCHO LAND CO., LLC	0.72013	2013 16560
ES	BUTLER	3108	3180 JOHN I. CHAPMAN, A SINGLE MAN	CONCHO LAND CO., LLC	0.7172013	2013 14710
ES	BUTLER	3130	3173 BARBARA P. NORRIS, TRUSTEE OF THE ELMEN L. NORRIS TRUST AND BARBARA P. NORRIS, TRUSTEE OF THE ELMEN L. NORRIS TRUST	CONCHO LAND CO., LLC	0.7162013	2013 16564
ES	BUTLER	3112	3361 CATHERINE WINTERBERG AND CATHERINE WINTERBERG, A SINGLE PERSON	CONCHO LAND CO., LLC	0.7172013	2013 16565
ES	BUTLER	3163	3171 BERRY L. FARMER AND RUTH S. FARMER, CO-TRUSTEES OF THE BERRY L. FARMER AND RUTH S. FARMER TRUST	CONCHO LAND CO., LLC	0.7162013	2013 15485
ES	BUTLER	3160	3144 RAY STARNACE AND BERTHA A. STARNACE, HUSBAND AND WIFE	CONCHO LAND CO., LLC	0.7162013	2013 15737
ES	BUTLER	3170	3179 JOHN B. GELACH AND SHARLENE GELACH, HUSBAND AND WIFE	CONCHO LAND CO., LLC	0.7162013	2013 15737
ES	BUTLER	3211	3139 JAMES B. WHITTREDEGE AND DOOROTHY L. WHITTREDEGE, HUSBAND AND WIFE	CONCHO LAND CO., LLC	0.7172013	2013 17298
ES	BUTLER	3122	3140 ROY W. GUNDBERSON AND TINA W. GUNDBERSON, HUSBAND AND WIFE	CONCHO LAND CO., LLC	0.7172013	2013 16641
ES	BUTLER	3127	3143 ROY W. GUNDBERSON AND TINA W. GUNDBERSON, HUSBAND AND WIFE	CONCHO LAND CO., LLC	0.7172013	2013 16641
ES	BUTLER	3122	3171 ROY W. GUNDBERSON AND TINA W. GUNDBERSON, HUSBAND AND WIFE	CONCHO LAND CO., LLC	0.7172013	2013 16641
ES	BUTLER	3120	3205 THE POTWAM LAND AND CATTLE COMPANY, INC	CONCHO LAND CO., LLC	0.7172013	2013 17954
ES	BUTLER	3120	3208 THE POTWAM LAND AND CATTLE COMPANY, INC	CONCHO LAND CO., LLC	0.7172013	2013 17954
ES	BUTLER	3120	3209 THE POTWAM LAND AND CATTLE COMPANY, INC	CONCHO LAND CO., LLC	0.7172013	2013 17954

Exhibit "A"
Attached to and made a part of Dual Certain Assignment, Bill of Sale and Conveyance effective July 1, 2013
between Directional Drilling Systems, LLC, as Assignor, and U.S. Energy Land Corporation, as Assignee

IT SOURCE LAND	ITMS LAND	Owner Name (Assignment)	Acres	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
CS BUTLER 3100	2840	THE POTWAIN LAND AND CATTLE COMPANY, INC.	CONCHO LAND CO., LLC	177/2013	1715-AJL, 6TH PM SEC. 20, 1/2 LESS AND EXCEPT THE WEST 215 FEET THEREOF	1775	09 MINUTES EAST A DISTANCE OF 215 FEET, THENCE SOUTH 81 DEGREES 30 MINUTES EAST A DISTANCE OF 462.7 FEET, THENCE SOUTH 81 DEGREES 28 MINUTES EAST A DISTANCE OF 501 FEET, THENCE SOUTH 81 DEGREES 30 MINUTES EAST TO A POINT 464.1 FEET SOUTH OF THE CORNER, THENCE NORTH 00 DEGREES 17 MINUTES WEST ALONG THE EAST LINE TO THE SOUTHERLY CORNER OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, THENCE NORTHWESTERLY ALONG SAID CORNER OF WAY LINE TO THE NORTH LINE, THENCE NORTH 89 DEGREES 39 MINUTES WEST TO THE PLACE OF BEGINNING.	2013	17934						
CS BUTLER 3100	2886	THE POTWAIN LAND AND CATTLE COMPANY, INC.	CONCHO LAND CO., LLC	177/2013	1715-AJL, 6TH PM SEC. 20, 1/2 LESS AND EXCEPT THE NORTH 201 FEET THEREOF, ALSO LESS AND EXCEPT THE REMAINING ALSO LESS AND EXCEPT THE SE 1/4 OF SAID SECTION 20	1775	ALSO THE CORNER, LESS AND EXCEPT THE WEST 215 FEET THEREOF	2013	17934						
CS BUTLER 3100	2889	THE POTWAIN LAND AND CATTLE COMPANY, INC.	CONCHO LAND CO., LLC	177/2013	1715-AJL, 6TH PM SEC. 20, 1/2 LESS AND EXCEPT THE NORTH 201 FEET THEREOF, ALSO LESS AND EXCEPT THE REMAINING ALSO LESS AND EXCEPT THE SE 1/4 OF SAID SECTION 20	1775	ALSO THE CORNER, LESS AND EXCEPT THE WEST 215 FEET THEREOF	2013	17934						
CS BUTLER 3100	2811	THE POTWAIN LAND AND CATTLE COMPANY, INC.	CONCHO LAND CO., LLC	177/2013	1715-AJL, 6TH PM SEC. 20, 1/2 LESS AND EXCEPT THE NORTH 201 FEET THEREOF, ALSO LESS AND EXCEPT THE REMAINING ALSO LESS AND EXCEPT THE SE 1/4 OF SAID SECTION 20	1775	ALSO THE CORNER, LESS AND EXCEPT THE WEST 215 FEET THEREOF	2013	17934						
CS BUTLER 3100	2815	THE POTWAIN LAND AND CATTLE COMPANY, INC.	CONCHO LAND CO., LLC	177/2013	1715-AJL, 6TH PM SEC. 20, 1/2 LESS AND EXCEPT THE NORTH 201 FEET THEREOF, ALSO LESS AND EXCEPT THE REMAINING ALSO LESS AND EXCEPT THE SE 1/4 OF SAID SECTION 20	1775	ALSO THE CORNER, LESS AND EXCEPT THE WEST 215 FEET THEREOF	2013	17934						
CS BUTLER 3100	3131	ALLEN L. MORGAN AND TERESA L. MORGAN, HIS WIFE AND HEIR	CONCHO LAND CO., LLC	177/2013	1715-AJL, 6TH PM SEC. 20, 1/2 LESS AND EXCEPT THE NORTH 201 FEET THEREOF, ALSO LESS AND EXCEPT THE REMAINING ALSO LESS AND EXCEPT THE SE 1/4 OF SAID SECTION 20	1775	ALSO THE CORNER, LESS AND EXCEPT THE WEST 215 FEET THEREOF	2013	17934						
CS BUTLER 3100	3110	PAUL B. JARVIS AND MARIE L. JARVIS, HIS WIFE AND HEIR	CONCHO LAND CO., LLC	177/2013	1715-AJL, 6TH PM SEC. 20, 1/2 LESS AND EXCEPT THE NORTH 201 FEET THEREOF, ALSO LESS AND EXCEPT THE REMAINING ALSO LESS AND EXCEPT THE SE 1/4 OF SAID SECTION 20	1775	ALSO THE CORNER, LESS AND EXCEPT THE WEST 215 FEET THEREOF	2013	17934						
CS BUTLER 3100	3177	JAMES L. FOSTON AND TAMARA K. FOSTON, HIS WIFE AND HEIR	CONCHO LAND CO., LLC	177/2013	1715-AJL, 6TH PM SEC. 20, 1/2 LESS AND EXCEPT THE NORTH 201 FEET THEREOF, ALSO LESS AND EXCEPT THE REMAINING ALSO LESS AND EXCEPT THE SE 1/4 OF SAID SECTION 20	1775	ALSO THE CORNER, LESS AND EXCEPT THE WEST 215 FEET THEREOF	2013	17934						
CS BUTLER 3100	3181	DWIGHT A. BUSHNETZ AND DWAYNE L. BUSHNETZ, HIS WIFE AND HEIR AS JOINT TENANTS	CONCHO LAND CO., LLC	177/2013	1715-AJL, 6TH PM SEC. 20, 1/2 LESS AND EXCEPT THE NORTH 201 FEET THEREOF, ALSO LESS AND EXCEPT THE REMAINING ALSO LESS AND EXCEPT THE SE 1/4 OF SAID SECTION 20	1775	ALSO THE CORNER, LESS AND EXCEPT THE WEST 215 FEET THEREOF	2013	17934						
CS BUTLER 3100	3184	DWIGHT A. BUSHNETZ AND DWAYNE L. BUSHNETZ, HIS WIFE AND HEIR AS JOINT TENANTS	CONCHO LAND CO., LLC	177/2013	1715-AJL, 6TH PM SEC. 20, 1/2 LESS AND EXCEPT THE NORTH 201 FEET THEREOF, ALSO LESS AND EXCEPT THE REMAINING ALSO LESS AND EXCEPT THE SE 1/4 OF SAID SECTION 20	1775	ALSO THE CORNER, LESS AND EXCEPT THE WEST 215 FEET THEREOF	2013	17934						
CS BUTLER 3100	3851	STEPHEN D. SULLIVAN AND DANNY L. SULLIVAN, HIS WIFE AND HEIR	SOURCE ENERGY MIDCON LLC	12/1/2013	7215-AJL, 6TH PM SEC. 20, 1/2 LESS AND EXCEPT THE NORTH 201 FEET THEREOF, ALSO LESS AND EXCEPT THE REMAINING ALSO LESS AND EXCEPT THE SE 1/4 OF SAID SECTION 20	1775	ALSO THE CORNER, LESS AND EXCEPT THE WEST 215 FEET THEREOF	2013	20646						

Abstract to and made a part of our certain Assignments, Bill of Sale and Conveyance, effective July 1, 2015 between Directional Drilling Systems, LLC, H. Adams, and U.S. Energy Fuel Corporation, as Assignee
 Exhibit "A"
 Lease

CS	County Lease	Tract Lease	Owner	Lease Description	Book Page
CS	BUTLER 3450	3701	DOHMA JALEA TERRELL A WIDOW	1723.50 FEET TO THE POINT OF BEGINNING; 1756.45W SEC 2; BEGINNING AT A POINT THAT IS 25.45 FEET SOUTH AND 400 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER, THENCE WEST 78.75 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 121.5 FEET, MORE OR LESS TO THE CENTER LINE OF THE WHITWATER RIVER; THENCE ALONG THE CENTER LINE OF SAID RIVER TO A POINT THAT IS 417.89 FEET NORTH AND 84.3 FEET EAST OF THE POINT OF BEGINNING; THENCE SOUTHWESTERLY 245.87 FEET TO A POINT THAT IS 181.97 FEET NORTH OF THE POINT OF BEGINNING; THENCE DISTRICTING LEFT 16 OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 04 EAST	2014 3508
CS	BUTLER 4583	4823	STIVE L. WESTERLOAD AND EAREN L. WESTERLOAD, HUSBAND AND WIFE	1723.50 FEET TO THE POINT OF BEGINNING; 1756.45W SEC 2; THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER LYING NORTH OF THE CENTERLINE OF THE WEST BRANCH OF THE WHITWATER RIVER DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF THE E7/4 NE/4 OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 3 EAST, THENCE SOUTH 2467.87 FEET TO THE SOUTHWEST CORNER OF THE E7/4 NE/4 SAID SECTION 2, THENCE CONTINUING SOUTH ON THE EAST LINE OF THE E7/4 NE/4 SAID SECTION 2 A DISTANCE OF 592.45 FEET TO THE CENTERLINE OF THE WEST BRANCH OF THE WHITWATER RIVER, THENCE WESTERLY AND NORTHERLY ALONG SAID CENTERLINE TO ITS INTERSECTION WITH THE WEST LINE OF THE E7/4 SE/4 SAID SECTION 2, THENCE NORTH ALONG THE WEST LINE OF SAID E7/4 SE/4 AND THE E7/4 NE/4 A DISTANCE OF 2025.06 FEET TO THE NORTHWEST CORNER OF THE E7/4 NE/4 SAID SECTION 2, THENCE EAST 1320.76 FEET TO THE POINT OF BEGINNING; 1756.45W SEC 2; BEGINNING AT THE NORTHWEST CORNER OF THE E7/4 NE/4 SAID SECTION 2, THENCE EAST ON THE NORTH LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 3 EAST OF THE 6TH QUARTER A DISTANCE OF 330.00 FEET; THENCE SOUTH 190.00 FEET; THENCE WEST 310.00 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER; THENCE NORTH 190.00 FEET TO THE POINT OF BEGINNING; 1756.45W SEC 2; BEGINNING AT A POINT THAT IS 92.45 FEET SOUTH AND 400 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER, THENCE WEST 78.75 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 121.5 FEET, MORE OR LESS TO THE CENTER LINE OF THE WHITWATER RIVER; THENCE ALONG THE CENTER LINE OF SAID RIVER TO A POINT THAT IS 417.89 FEET NORTH AND 84.3 FEET EAST OF THE POINT OF BEGINNING; THENCE SOUTHWESTERLY 245.87 FEET TO A POINT THAT IS 181.97 FEET NORTH OF THE POINT OF BEGINNING; THENCE DISTRICTING LEFT 16 OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 04 EAST	2014 3018
CS	BUTLER 4584	3701	STIVE L. WESTERLOAD AND EAREN L. WESTERLOAD, HUSBAND AND WIFE	1723.50 FEET TO THE POINT OF BEGINNING; 1756.45W SEC 2; BEGINNING AT A POINT THAT IS 92.45 FEET SOUTH AND 400 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER, THENCE WEST 78.75 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 121.5 FEET, MORE OR LESS TO THE CENTER LINE OF THE WHITWATER RIVER; THENCE ALONG THE CENTER LINE OF SAID RIVER TO A POINT THAT IS 417.89 FEET NORTH AND 84.3 FEET EAST OF THE POINT OF BEGINNING; THENCE SOUTHWESTERLY 245.87 FEET TO A POINT THAT IS 181.97 FEET NORTH OF THE POINT OF BEGINNING; THENCE DISTRICTING LEFT 16 OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 04 EAST	2016 5017
CS	BUTLER 4585	4823	STIVE L. WESTERLOAD AND EAREN L. WESTERLOAD, HUSBAND AND WIFE	1723.50 FEET TO THE POINT OF BEGINNING; 1756.45W SEC 2; BEGINNING AT THE NW CORNER OF THE E7/4 NE/4 OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 3 EAST, THENCE EAST ON THE NORTH LINE OF SAID E7/4 NE/4 A DISTANCE OF 330.00 FEET; THENCE SOUTH 190.00 FEET TO THE WEST LINE OF SAID E7/4 NE/4; THENCE NORTH 190.00 FEET TO THE POINT OF BEGINNING; 1756.45W SEC 2; BEGINNING AT THE NW CORNER OF THE E7/4 NE/4 OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 3 EAST, THENCE EAST ON THE NORTH LINE OF SAID E7/4 NE/4 A DISTANCE OF 330.00 FEET; THENCE SOUTH 190.00 FEET TO THE WEST LINE OF SAID E7/4 NE/4; THENCE NORTH 190.00 FEET TO THE POINT OF BEGINNING; 1756.45W SEC 2; A TRACT IN THE SOUTHWEST QUARTER DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER, THENCE S00 DEGREES W ALONG THE EAST LINE OF THE SOUTHWEST QUARTER 811.45 FEET; THENCE S90 DEGREES W 420.00 FEET TO BEYOND POINT 1; THENCE S90 DEGREES W 74.55 FEET; THENCE N60 DEGREES E PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER, 377.76 FEET TO THE POINT OF BEGINNING; THENCE N63 DEGREES 45'31" E	2015 1136
CS	BUTLER 4586	4823	STIVE L. WESTERLOAD AND EAREN L. WESTERLOAD, INDIVIDUALLY AND AS CO-TRUSTEES OF THE STIVE AND EAREN WESTERLOAD REVOCABLE TRUST W/AD 18-47-96	1723.50 FEET TO THE POINT OF BEGINNING; 1756.45W SEC 2; BEGINNING AT THE NW CORNER OF THE E7/4 NE/4 OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 3 EAST, THENCE EAST ON THE NORTH LINE OF SAID E7/4 NE/4 A DISTANCE OF 330.00 FEET; THENCE SOUTH 190.00 FEET TO THE WEST LINE OF SAID E7/4 NE/4; THENCE NORTH 190.00 FEET TO THE POINT OF BEGINNING; 1756.45W SEC 2; BEGINNING AT THE NW CORNER OF THE E7/4 NE/4 OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 3 EAST, THENCE EAST ON THE NORTH LINE OF SAID E7/4 NE/4 A DISTANCE OF 330.00 FEET; THENCE SOUTH 190.00 FEET TO THE WEST LINE OF SAID E7/4 NE/4; THENCE NORTH 190.00 FEET TO THE POINT OF BEGINNING; 1756.45W SEC 2; A TRACT IN THE SOUTHWEST QUARTER DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER, THENCE S00 DEGREES W ALONG THE EAST LINE OF THE SOUTHWEST QUARTER 811.45 FEET; THENCE S90 DEGREES W 420.00 FEET TO BEYOND POINT 1; THENCE S90 DEGREES W 74.55 FEET; THENCE N60 DEGREES E PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER, 377.76 FEET TO THE POINT OF BEGINNING; THENCE N63 DEGREES 45'31" E	2014 5019
CS	BUTLER 4785	5877	JAMES C. DALLAS ALSO KNOWN AS JAMES CLAYTON DALLAS AND SALLY G. DALLAS ALSO KNOWN AS SALLY CLAYTON DALLAS, HUSBAND AND WIFE	1723.50 FEET TO THE POINT OF BEGINNING; 1756.45W SEC 2; BEGINNING AT THE NW CORNER OF THE E7/4 NE/4 OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 3 EAST, THENCE EAST ON THE NORTH LINE OF SAID E7/4 NE/4 A DISTANCE OF 330.00 FEET; THENCE SOUTH 190.00 FEET TO THE WEST LINE OF SAID E7/4 NE/4; THENCE NORTH 190.00 FEET TO THE POINT OF BEGINNING; 1756.45W SEC 2; BEGINNING AT THE NW CORNER OF THE E7/4 NE/4 OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 3 EAST, THENCE EAST ON THE NORTH LINE OF SAID E7/4 NE/4 A DISTANCE OF 330.00 FEET; THENCE SOUTH 190.00 FEET TO THE WEST LINE OF SAID E7/4 NE/4; THENCE NORTH 190.00 FEET TO THE POINT OF BEGINNING; 1756.45W SEC 2; A TRACT IN THE SOUTHWEST QUARTER DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER, THENCE S00 DEGREES W ALONG THE EAST LINE OF THE SOUTHWEST QUARTER 811.45 FEET; THENCE S90 DEGREES W 420.00 FEET TO BEYOND POINT 1; THENCE S90 DEGREES W 74.55 FEET; THENCE N60 DEGREES E PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER, 377.76 FEET TO THE POINT OF BEGINNING; THENCE N63 DEGREES 45'31" E	2015 1136

Attached to and made a part of that certain Agreement of Sale and Conveyance effective July 1, 2013 between Directional Drilling Systems, LLC, as Seller, and U.S. Energy East Corporation, as Assignee

Book Page

Lease
Lease Description

121.9 FEET TO THE CENTERLINE OF THE WHITEWATER LAYER, THENCE EAST ALONG THE CENTERLINE OF SAID RIVER (MEASURES 104 DEGREES 59' 13" W, 20.18 FEET) TO A POINT THAT IS 412.89 FEET NORTH AND 84.3 FEET EAST OF THE MONUMENT POINT 2; THENCE S35 DEGREES 13' 27" W, 34.81 FEET; THENCE N83 DEGREES 09' 37" W, 123.9 FEET TO THE POINT OF BEGINNING.

31
Lease
Lease

Exhibit "B"
Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective July 1, 2015
between Directional Drilling Systems, LLC, as Assignor, and U.S. Energy Expl Corporation, as Assignee

<u>ST</u>	<u>County</u>	<u>Well ID</u>	<u>Well Name</u>	<u>Operator</u>	<u>Well Spot</u>	<u>API Number</u>	<u>GW</u>	<u>NRI</u>
KS	BUTLER	10075	BUSENITZ 13-14-12-14H	SOURCE ENERGY MIDCON LLC	T255 R3E, Sec. 13: E2 SW SW SW	15015-239930100	1.0000000	0.8750000
KS	BUTLER	10097	CHASE 17-12-31	SOURCE ENERGY MIDCON LLC	T255 R4E, Sec. 17: NE NW SW NW	15-015-24038	1.0000000	0.8750000
KS	BUTLER	10086	EVERLEY 12-44-1-43H	SOURCE ENERGY MIDCON LLC	T255 R3E, Sec. 12: SE SW SE SE	1501524010100	1.0000000	0.8535569
KS	BUTLER	10077	FOULSTON 2-11-11-12H	SOURCE ENERGY MIDCON LLC	T265 R3E, Sec. 2: E2 NW NW NW	15015239900100	1.0000000	0.8750000
KS	BUTLER	10062	GOERING 10-14-10-11 H	SOURCE ENERGY MIDCON LLC	T255 R3E, Sec. 10: SW SW SW SW	15015-239880200	1.0000000	0.8000000
KS	BUTLER	10082	GOERING 10-24-10-21H	SOURCE ENERGY MIDCON LLC	T255 R3E, Sec. 10: SW SEW SE SW	15015240050100	1.0000000	0.8000000
KS	BUTLER	10083	J. FOULSTON 36-32-25-32H	SOURCE ENERGY MIDCON LLC	T245 R3E, Sec. 36: SE SW SW NE	15015240110100	1.0000000	0.8471000
KS	BUTLER	10089	CHASE RANCH 5-21-8-21H	SOURCE ENERGY MIDCON LLC	T255 R4E, Sec. 5: NW NW NE NW	15-015-24012-0100	1.0000000	0.8750000

Exhibit "C"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective July 1, 2015 between Directional Drilling Systems, LLC, as Assignor, and U.S. Energy Expl Corporation, as Assignee

<u>St</u>	<u>County</u>	<u>Well ID</u>	<u>Well Name</u>	<u>Operator</u>	<u>Well Spot</u>	<u>API Number</u>	<u>GW</u>	<u>MRI</u>
KS	BUTLER	10073	FOULSTON 2-11 SWD	SOURCE ENERGY MIDCON LLC	T26S R3E, Sec. 2: SE NW NW NW	15015239920000	1.0000000	1.0000000
KS	BUTLER	10074	SOURCE FEE 16-11 SWD	SOURCE ENERGY MIDCON LLC	T25S R3E, Sec. 16: NW NW NW	15015239890000	1.0000000	1.0000000