## KOLAR Document ID: 1384219

Form T-1 July 2014 Form must be Typed

KANSAS CORPORATION COMMISSION
<b>OIL &amp; GAS CONSERVATION DIVISION</b>

TRANSFER OF INJECTIO	ANGE OF OPERATOR N OR SURFACE PIT PERMIT with the Kansas Surface Owner Notification Act,
	itted with this form.
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:
Gas Gathering System:	Lease Name:
Saltwater Disposal Well - Permit No.:	
Spot Location:	Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells**	Production Zone(s):
Field Name:	
** Side Two Must Be Completed.	Injection Zone(s):
Surface Pit Permit No.:(API No. if Drill Pit, WO or Haul)	feet from N / S Line of Section
Type of Pit: Emergency Burn Settling	Haul-Off Workover Drilling
Past Operator's License No	Contact Person:
Past Operator's Name & Address:	Phone:
	Date:
Title:	Signature:
New Operator's License No.	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
	Date:
Title:	Signature:
	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation above injection well(s) or pit permit.
is acknowledged as	is acknowledged as
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit
Permit No.: Recommended action:	permitted by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC

Side Two

#### Must Be Filed For All Wells

* Lease Name: _			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S		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		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		

A separate sheet may be attached if necessary

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

## KOLAR Document ID: 1384219

### KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	

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

#### Select one of the following:

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

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

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

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

## BK 0491 PG447

STATE OF KANSAS, ELLIS COUNTY, SS Rebecca Herzog, Register of Deeds

Date Recorded: 1/29/2018 10:31:28 AM

#### Book: 923 Page: 223-253 229498 Total Fees: \$531.00

Receipt #: 229498 Pages Recorded: 31

Register of Deeds: Robinson Abrana

Received for record at 9:00 o'clock A -20 18, and recorded Filr. State of Kansas) on 5 day\_ of Records at Page <u>447-477</u> Rooks County ) in Book\_ 491 Rober Register of Deeds\_\_\_\_

Photo Direct In Direc Numerica Checked



#### ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "<u>Assignment</u>") is made by and between Woodway Oil & Gas – KS-I, LLC, a Delaware limited liability company ("<u>Assignor</u>"), and Mid-Con Development, LLC, a Kansas limited liability company ("<u>Assignee</u>"). Capitalized terms used but not defined herein have the meanings assigned to them in that certain Purchase and Sale Agreement dated as of December 22, 2017 (the "<u>Sale Agreement</u>"), by and between Assignor and Assignee.

1. <u>Assignment</u>. For and in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby SELL, ASSIGN, TRANSFER, CONVEY AND SET OVER unto Assignee all of Assignor's right, title and interest in and to the following (collectively, the "<u>Assets</u>"):

(a) All oil and gas leases (the "Leases"), wells (the "Wells"), and mineral interests of Assignor in the land (the "Land" or "Lands") and Leases described in Exhibit <u>A-1</u>, the Wells described in Exhibit <u>A-2</u> and shown in Exhibit <u>A-3</u>, and all oil, gas and mineral interests of Assignor in the Lands, and the oil, gas and other hydrocarbons (the "<u>Hydrocarbons</u>") attributable to the Leases, Lands and Wells after the Effective Time, together with all the property and rights incident thereto and the permits, rights-of-way, easements, servitudes, surface fee interests, surface lease and other surface rights, licenses and in any way relating thereto, and to the production of Hydrocarbon, if any, attributable to said properties and interests, in each case subject to that certain 2% overriding royalty interest of BlueRock Energy Capital II, LLC.

(b) All personal properties located within Ellis County and Rooks County, Kansas or used in connection with the operation of the properties and interests described in subsection (a) and to the production of Hydrocarbon, if any, attributable to said properties and interests, including equipment listed on the attached <u>Exhibit A-4</u>;

(c) All injection and disposal wells on the Leases or Lands or on lands pooled or unitized therewith, and all pipelines, surface production equipment, fixtures, improvements, permits, surface use agreements, water use agreements, subsurface drilling easements, rights of-way and easements used in connection with the production,

Anderson + Byrd

gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or water produced from the properties and interests described in subsection (a);

(d) The Material Agreements described on Exhibit B, insofar as they relate to the properties and interests described in subsections (a) through (c); and

(e) The files, records, and data of Assignor relating to the items described in subsections (a) through (d) above (the "<u>Records</u>"), and to the extent that Assignor has the following, the Records shall include, without limitation, lease records, well records, and division order records; well files; title records (including abstracts of title, title opinions and memoranda, and title curative documents related to the Leases and Wells); geographic maps, logs and lease plats; all geophysical and seismic records and data (including licenses, franchises and rights to such records and data), if any; contracts and contract files; correspondence; and other related information. Assignor agrees to provide Assignee its original files, and may retain copies of any files it desires for its own reasonable purposes, and the records shall not include any data or information that is subject to applicable third party licensing restrictions or other restrictions on disclosure or transfer, however Assignor shall identify with reasonable particularity all data or information which is being withheld by reason of any third party licensing restrictions or other restrictions or other restrictions.

In addition Assignee is hereby granted an exclusive first option to acquire all other right title and interest that Assignor may have in and to any Leases, Lands and Wells located in Ellis County and Rooks County Kansas, and also to acquire all contracts and agreements relating to all Leases, Land and Wells located in Ellis County and Rooks County Kansas, to which Assignor is a party or which have been assumed by Assignor or to which Assignor is a successor in interest, including without limitation, all operating agreements, exploration agreements, pooling, communitization and unitization agreements, declarations and orders, farmout agreements, product purchase and sale contracts, transportation, processing, treatment or gathering agreements, leases, sales, purchase, exchange, gathering, transportation and processing contracts, operating agreements, balancing agreements, farmout agreements, and other contracts, agreements and instruments. Assignee may exercise this exclusive first option by delivering notice to Assignor of Assignee's election to exercise said exclusive first option and Assignor shall assign such interest or agreement to Assignee without additional consideration. The parties recognize that this exclusive first option is a material part of the Sale Agreement and that such option is supported by adequate consideration in the form of a portion of the purchase price thereof and the covenants and agreements contained therein.

2. <u>Assumption of Assumed Obligations</u>. Assignee shall protect, defend, indemnify and hold Assignor harmless from the payment of any actual loss, cost, expense, liability, obligation, damage, demands, claims, suits, sanctions of every kind and character, including without limitation, reasonable fees and expenses of attorneys, technical experts and expert witnesses reasonably incidental to matters indemnified against; excluding, however, any punitive or exemplary damages ("<u>Losses</u>"), whether direct, contingent or otherwise, assessed against Assignor which are payable with respect to the ownership or operation of the Assets from and after the Effective Time (the "<u>Assumed Liabilities</u>"). Assignor shall protect, defend, indemnify and hold Assignee harmless from the payment of any and all Losses, whether direct, contingent or otherwise assessed against Assignee or Assignor which are payable with respect to the ownership or operation of the Assets prior to the Effective Time.

3. <u>Sale Agreement</u>. This Assignment is being delivered pursuant to and is subject to

all of the terms and conditions set forth in the Sale Agreement.

Disclaimers. EXCEPT AS SPECIFICALLY SET FORTH IN THE SALE 4. AGREEMENT, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE ASSETS. TO THE EXTENT **REQUIRED BY APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS OF** CONTAINED IN THIS SECTION 4 ARE **"CONSPICUOUS** WARRANTIES DISCLAIMERS" FOR PURPOSES OF ANY APPLICABLE LAW. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE SALE AGREEMENT, AND EXCEPT TO THE EXTENT REPRESENTATIONS AND WARRANTIES ARE CONTAINED IN THIS ASSIGNMENT AND THE SALE AGREEMENT, ASSIGNEE CONVEYING ASSETS WITHOUT AGREES THAT ASSIGNOR IS THE REPRESENTATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED AT COMMON LAW, BY STATUTE, OR OTHERWISE (ALL OF WHICH ASSIGNOR HEREBY DISCLAIMS), RELATING TO (A) TITLE, (B) OPERATING CONDITION, (C) MERCHANTABILITY, DESIGN, OR QUALITY, (D) FITNESS FOR ANY DEFECTS, (F) ABSENCE OF LATENT PURPOSE, **(E)** PARTICULAR ENVIRONMENTAL CONDITION OF THE ASSETS, (G) VALUE, OR (H) ANY OTHER UNDERSTOOD THAT, EXCEPT AS MATTER WHATSOEVER, IT BEING OTHERWISE PROVIDED IN THIS ASSIGNMENT AND THE SALE AGREEMENT, ASSIGNOR IS CONVEYING TO ASSIGNEE, AND ASSIGNEE IS ACCEPTING, THE ASSETS "AS IS," "WHERE IS," "WITH ALL FAULTS," AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR, AND ASSIGNEE IS ASSUMING ALL RISK WITH RESPECT TO THE ASSETS, INCLUDING, WITHOUT LIMITATION, ALL RISK ASSOCIATED WITH THE ENVIRONMENTAL CONDITION OF THE ASSETS, WHETHER OR NOT ARISING PRIOR TO OR AFTER THE CLOSING DATE.

5. <u>Effective Date</u>. This Assignment is effective January 1, 2018, at 7:00 a.m. (local time where the Assets are located) (the "<u>Effective Date</u>").

6. <u>Governing Law; Venue</u>. This Agreement and the Transaction and any arbitration or dispute resolution conducted pursuant hereto shall be construed in accordance with, and governed by, the laws of the State of Kansas, without giving effect to principles of conflict of law. Any suit or proceeding hereunder shall be brought exclusively in Johnson County, Kansas, and each Party consents to the personal jurisdiction of the courts, state and federal, located therein. Each Party agrees to waive any objection that the state and federal courts of Johnson County, Kansas are an inconvenient forum.

7. <u>Counterparts/Facsimile Signatures</u>. This Assignment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but such counterparts together shall constitute for all purposes one agreement. Facsimile and electronic signatures are considered binding.

[Signatures appear on following page.]

3

## **BK** () **4** 9 | PG 4 5 0

. 1

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date of the acknowledgments set forth below, to be effective, however, for all purposes, as of the Effective Date.

## ASSIGNOR

WOODWAY OIL & GAS – KS-I, LLC

BY: An M NAME: <u>V. M.</u> TITLE: Dresident

## ASSIGNEE

MID-CON DEVELOPMENT, LLC

BY:	 
NAME:	 
TITLE:	 

÷,

Book: 923 Page: 227

. BK () 4 9 | PG 4 5 |

STATE OF 1-exa ) COUNTY OF Ham's SS.
COUNTY OF <u>Hams</u> ) ss.
This instrument was acknowledged before me on this 29 day of December, 2017, by <u>N.M. Aven</u> as <u>President</u> of Woodway Oil & Gas – KS-I, LLC, a
Delaware limited liability company, on behalf of said limited liability company.
Notary Public in and for the State of
My commission expires:
(SEAL)
STATE OF) SS.
COUNTY OF)
This instrument was acknowledged before me on this day of December, 2017, by as of Mid-Con Development, LLC, a Kansas
limited liability company, on behalf of said limited liability company.

.

Notary Public in and for the State of \_\_\_\_\_

, ×.,

My commission expires:

(SEAL)

ė.

## . BK0491PG452

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date of the acknowledgments set forth below, to be effective, however, for all purposes, as of the Effective Date.

## **ASSIGNOR**

## WOODWAY OIL & GAS – KS-I, LLC

BY:		 <u></u>
NAME:		 
TITLE:		

## ASSIGNEE

MID-CON DEVELOPMENT, LLC
BY:
NAME: - Jages A. Doris
TITLE: / fresident

## BK 0491 PG 453

STATE OF	)
	) SS.
COUNTY OF	 )

This instrument was acknowledged before me on this \_\_\_\_ day of December, 2017, by \_\_\_\_\_ as \_\_\_\_\_ of Woodway Oil & Gas – KS-I, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of

My commission expires:

(SEAL)

PROVINCE STATE OF ONTRY SS. COUNTY OF GRENVILLE

This instrument was acknowledged before me on this 29 day of December, 2017, by  $\overline{23.25.4}$  as  $\underline{125.4}$  of Mid-Con Development, LLC, a Kansas limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of <u>ONTAPELO</u> PROVINCE

My commission expires:

(SEAL)

Ashton Cynthia Mayes, a Commissioner, etc., Province of Ontario, for Tobin, Grenkie, Barristers and Solicitors. Expires December 10, 2018.

Book: 923 Page: 230

8K()49|PG454

۰,

## EXHIBIT A-1

## Ellis County, Kansas

## **OSWALD "A" LEASE**

Lessor:	E. Oswald, et ux.		
Lessee:	J. E. Missimer	$\mathbf{X}$	
Date:	April 14, 1922	1×	
Recorded:	Book 1, Page 161		
Description:	T12S-R16W		
_	Section 11: SW/4		
Warranted Inte	erest: WI: 96.86205%	NRI:	82.754380%

## **OSWALD "B" LEASE**

Lessor: Lessee: Date: Recorded: Description:		retta B Janua Book T12S·	ry 9, 1937 34, Page 289 •R16W	$\swarrow$	-
Warranted Int	erest:	Section WI:	on 11: W/2 SE/4 100%	NRI:	85.5%
Lessor: Lessee: Date: Recorded:	Madd A. E. S	Sealy April	wald, et al. 16, 1937 34, Page 25	L	
Description: Warranted Int	erest:	T12S-	-R16W on 11: W/2 SE/4 100%	NRI:	85.5%
Lessor: Lessee: Date: Recorded: Description: Warranted Int	Marga	retta B June 3 Book T12S	Goodman, et ux. illings 30, 1937 34, Page 67 •R16W on 11: W/2 SE/4 100%	NRI:	85.5%
Lessor:	Josepl	n H. Lig	ggett Estate		

Page 1

## · **BK** 0 4 9 1 PG 4 5 5

Lessee:	A. E. Sealy		
Date:	April 1, 1937		
Recorded:	Book 34, Page 357	$\sim$	
Description:	T12S-R16W		
_	Section 11: W/2 SE/4		
Warranted Inte	rest: WI: 100%	NRI:	85.5%

### SMITH LEASE

Lessor:	W. E. Smith		
Lessee:	Margaretta Billings		
Date:	January 5, 1937		
Recorded:	Book 32, Page 11	here and the second	
Description:	T12S-R16W	•	
-	Section 14: NW/4		
Warranted Inte	erest: WI: 97.10184%	NRI:	82.964190%

## SMITH "A" LEASE

Lessor:	W. E. Smith		
Lessee:	Margaretta Billings		
Date:	January 5, 1937	hereen	
Recorded:	Book 32, Page 9	•	
Description:	T12S-R16W		
	Section 14: W/2 NE/4		
Warranted Inte	erest: WI: 84.60402%	NRI:	72.028460%

## ROOKS COUNTY, KANSAS

## ECKERT LEASE

Lessor:	Hester Stamper, et al.		
Lessee:	Posse Energy, Ltd.		
Date:	October 11, 2005		
Recorded:	Book 353, Page 363		
Description:	T8S-R17W		
	Section 5: N/2 SE/4		
Warranted Inte	erest: WI: 100%	NRI:	79.25%

Page 2

# . **BK**0491PG456

## ECKERT "B" LEASE

Lessor:	E. Kent Stamper, et al.	
Lessee:	Posse Energy, Ltd.	
Date:	December 3, 2007	
Recorded:	Book 380, Page 101	
	Book 427, Page 199	
Description:	T8S-R17W	
	Section 5: S/2 NW/4	
Warranted Int	terest: WI: 100% NI	RI: 79.25%

### ECKERT "D" LEASE

Lessor:	Larry D. Stamper, et al.		
Lessee:	Posse Energy, Ltd.		
Date:	November 1, 2011		
Recorded:	Book 429, page 216		
Description:	T8S-R17W		
	Section 5: S/2 SE/4		
Warranted Inte	erest: WI: 100%	NRI:	79.25%

## EMERY LEASE

Lessor:	Hester Stamper	
Lessee:	Posse Energy, Ltd.	
Date:	December 3, 2007	
Recorded:	Book 380, Page 98	
Description:	T8S-R17W	
	Section 5: W/2 NE/4	
Warranted Int	erest: WI: 100% NRI:	79.25%

## STAMPER "A" LEASE

Lessor:	Forrest A. Stamper, et ux.		
Lessee:	Jerry Green, et al.		
Date:	January 4, 1982		
Recorded:	Book 166, Page 147		
Description:	T8S-R17W		
_	Section 5: E/2 NE/4		
Warranted Int	erest: WI: 100%	NRI:	80.031244%

BK () 4 9 | PG 4 5 7

## **RUSS LEASE**

Lessor:	E. Kent and Bette Stamper, et al.		
Lessee:	Posse Energy, Ltd.		
Date:	December 3, 2007		
Recorded:	Book 380, Page 107		
Description:	T8S-R17W		
-	Section 31: E/2 NE/4		
Warranted Int	erest: WI: 100%	NRI:	73%
r			
Lessor:	Diane Baxter, et al.		
Lessor: Lessee:	Diane Baxter, et al. Posse Energy, Ltd.		
	-		
Lessee:	Posse Energy, Ltd.		
Lessee: Date:	Posse Energy, Ltd. December 3, 2007		
Lessee: Date: Recorded:	Posse Energy, Ltd. December 3, 2007 Book 380, Page 110		

## STAMPER SUA

Lessor:	E. Kent and Bette Stamper		
Lessee:	Posse Energy, Ltd.		
Date:	February 28, 2005		
Recorded:	Book 471, Page 528		
Description:	T8S-R17W		
_	Section 32: NE/4 NW/4		
Warranted Inte	erest: WI: 100% N	IRI:	80.031244%

## STAMPER "A" LEASE

Lessor:	Emery Stamper, et ux.	
Lessee:	Black Petroleum, Inc.	
Date:	December 11, 1970	
Recorded:	Book 102, Page 126	
Description:	T8S-R17W	
-	Section 29: S/2 SE/4	
Warranted Inte	erest: WI: 100% NR	I: 80.031244%

## STAMPER "G" LEASE

Lessor:	E. Kent and Bette Stamper		
Lessee:	Posse Energy, Ltd.		
Date:	February 1, 2005		
Recorded:	Book 346, Page 73		
Description:	T8S-R17W		
	Section 32: SE/4 NW/4		
Warranted Int	terest: WI: 100% N	NRI: 79.25%	NRI: 79.25%

## STAMPER "F" LEASE

Lessor:	E. Kent and Bette Stamper		
Lessee:	ATPC		
Date:	July 10, 2002		
Recorded:	Book 322, Page 44		
Description:	T8S-R17W		
	Section 29: N/2 SE/4		
Warranted Inte	erest: WI: 100%	NRI:	80.03124%

## STAMPER "C" LEASE

Lessor:	Emery J. Stamper, et ux.	
Lessee:	Black Petroleum, Inc.	
Date:	August 18, 1971	
Recorded:	Book 105, Page 233	
Description:	T8S-R17W	
_	Section 32: 15 acres in NE/4	
Warranted Inte	erest: WI: 100% NRI:	80.031244%
Lessor:	Emony I. Stompon at un	
L03501.	Emery J. Stamper, et ux.	
Lessee:	Black Petroleum, Inc.	
	· · ·	
Lessee:	Black Petroleum, Inc.	
Lessee: Date:	Black Petroleum, Inc. October 5, 1970	
Lessee: Date: Recorded:	Black Petroleum, Inc. October 5, 1970 Book 101, Page 222	

## STAMPER "E" LEASE

Lessor:	Emery J. Stamper, et ux.
Lessee:	Black Petroleum, Inc.

# BK0491PG459

Date:	Octob	per 20, 1970		
Recorded:	Book	106, Page 88		
Description:	T8S-I	R17W		
-	Sectio	on 32: 65 acres	in E/2 NE/4	
Warranted Interest:	WI:	100%	NRI:	80.031240%

## DRYDEN LEASE

Lessor:	Dennis K. Dryden, et ux.		
Lessee:	Posse Energy, Ltd.		
Date:	August 27, 2012		
Recorded:	Book 437, Page 430		
Description:	T7S-R19W		
-	Section 5: S/2 SE/4		
Warranted Inte	erest: WI: 100%	NRI:	85.5%

## DRYDEN "A" LEASE

Lessor:	Dennis K. Dryden, et ux.		
Lessee:	Posse Energy, Ltd.		
Date:	August 27, 2012		
Recorded:	Book 437, Page 433		
Description:	T7S-R19W		
	Section 8: NE/4		
Warranted Inte	erest: WI: 100%	NRI:	85.5%

## **BALDWIN LEASE**

Lessor:	Larry Baldwin, et ux.	
Lessee:	Posse Energy, Ltd.	
Date:	January 1, 2012	
Recorded:	Book 429, Page 476	
Description:	T10S-R19W	
	Section 9: NW/4	
Warranted Int	erest: WI: 100% NI	RI: 85.5%

## ALLPHIN LEASE

Lessor: Allphin Family Trust #1

••

# BK 0 4 9 | PG 4 6 0

Lessee:	Posse Energy, Ltd.		
Date:	August 7, 2008		
Recorded:	Book 389, Page 245		
Description:	T9S-R19W		
-	Section 32: all of N/	2 north of center	line of abandoned railroad ROW
Warranted Inte	rest: WI: 100%	NRI:	85.5%

## CASEY LEASE

Lessor:	James E. Casey		
Lessee:	Posse Energy, Ltd.		
Date:	August 7, 2008		
Recorded:	Book 395, Page 348		
Description:	T9S-R19W		
	Section 33: N/2 SW/4		
Warranted Int	erest: WI: 100%	NRI:	85.5%

## JEROME LEASE

Lessor:	Theresa L. Jeron	ne		
Lessee:	Posse Energy, L	td.		
Date:	October	10, 2013		
Recorded:	Book 45	1, Page 160		
Description:	T9S-R19	θW		
	Section 1	18: N/2 SW/4		
Warranted Inte	erest: WI: 1	00%	NRI:	85.5%

## STULL "A" LEASE

Lessor:	Joel Stull, et ux.		
Lessee:	Posse Energy, Ltd.		
Date:	November 12, 2012		
Recorded:	Book 441, Page 523		
	Book 472, Page 551		
Description:	T9S-R19W		
	Section 8: S/2 SW/4		
Warranted Inte	erest: WI: 100%	NRI:	82.375%

## STULL "B" LEASE

# BK0491PG461

۰۰

Lessor:	Joel Stull, et ux.		
Lessee:	Posse Energy, Ltd.		
Date:	November 12, 2012		
Recorded:	Book 441, Page 521		
	Book 472, Page 554		
Description:	T9S-R19W		
Ĩ	Section 8: N/2 SW/4		
Warranted Inf	erest: WI: 100%	NRI:	82.375%
Lessor:	Lee Couture, et ux.		
Lessee:	Posse Energy, Ltd.		
200000	TOSSE Energy, Etc.		
Date:	November 12, 2012		
_	0.		
Date:	November 12, 2012		
Date:	November 12, 2012 Book 438, Page 452		
Date: Recorded:	November 12, 2012 Book 438, Page 452 Book 472, Page 557		

## STULL LEASE

Lessor:	Dorothy Virginia Stull	
Lessee:	Posse Energy, Ltd.	
Date:	November 7, 2011	
Recorded:	Book 429, Page 220	
Description:	T9S-R19W	
	Section 17: NW/4	
Warranted Int	erest: WI: 100% N	RI: 85.5%

## HUSTED "B" LEASE

Lessor:	Nora Hammerschmidt, et al.					
Lessee:	Posse Energy, Ltd.					
Date:	July 29, 2005					
Recorded:	Book 349, Page 584					
Description:	T10S-R19W					
	Section 11: W/2					
Warranted Int	erest: WI: 100%	NRI:	80.8125%			

Lessor:	Elda Lovin
Lessee:	Posse Energy, Ltd.

Page 8

# BK0491PG462

• '

Date: Recorded: Description: Warranted Int	erest:	August 3, 2005 Book 351, Page 582 T10S-R19W Section 11: W/2 WI: 100%	NRI:	80.8125%
Lessor:	Patrici	a Anne Boule, et vir.		
Lessee:		Energy, Ltd.		
Date:		August 3, 2005		
Recorded:		Book 354, Page 275		
Description:		T10S-R19W		
		Section 11: W/2		
Warranted Int	erest:	WI: 100%	NRI:	80.8125%
Lessor:	Doris	Stromberger		
Lessee:		Energy, Ltd.		
Date:		January 17, 2006		
Recorded:		Book 356, Page 195		
Description:		T10S-R19W		
		Section 11: W/2		
Warranted Int	erest:	WI: 100%	NRI:	80.8125%
Lessor:	Ralph	A. Glenn		
Lessee:	Posse	Energy, Ltd.		
Date:		January 17, 2006		
Recorded:		Book 356, Page 197		
Description:		T10S-R19W		
		Section 11: W/2		
Warranted Int	erest:	WI: 100%	NRI:	80.8125%
Lessor:	Harold	L. Glenn		
Lessee:	Posse	Energy, Ltd.		
Date:		January 17, 2006		
Recorded:		Book 356, Page 199		
Description:		T10S-R19W		
		Section 11: W/2		
Warranted Int	erest:	WI: 100%	NRI:	80.8125%
Lessor:				
-		. Latman		
Lessee:		Energy, Ltd.		
Date:		Energy, Ltd. January 17, 2006		
		Energy, Ltd.		

## Book: 923 Page: 239

# BK () 4 9 | PG 4 6 3

Warranted Inte	Section 11: W/2 erest: WI: 100%	NRI:	80.8125%
Lessor:	Judith C. Gage		
Lessee:	Posse Energy, Ltd.		
Date:	August 3, 2005		
Recorded:	Book 356, Page 165		
Description:	T10S-R19W		
-	Section 11: W/2		
Warranted Inte	erest: WI: 100%	NRI:	80.8125%

## HAMMERSCHMIDT LEASE

Lessor:	Ernest J. Hammerschmidt, et ux.					
Lessee:	Posse Energy, Ltd.					
Date:	June 1, 2012					
Recorded:	Book 434, Page 227					
	Book 472, Page 548					
Description:	T10S-R19W					
	Section 9: SE/4					
Warranted Int	erest: WI: 100%	NRI:	82.375%			

Page 10

## 8K0491PG464

**,** 1

### EXHIBIT A-2 WELLS

	Property Number	County	Well Name	Area	Legal I	Description
1	2027199	Rooks	ALLPHIN 1-32	Zurich South	N/2	32-9S-19W
2	2027199	Rooks	ALLPHIN 2-32	Zurich South	N/2	32-9S-19W
3	2027162	Rooks	BALDWIN 1	Zurich South	NW/4	9-10S-19W
4	2027163	Rooks	BALDWIN 2	Zurich South	NW/4	9-10S-19W
5	2027164	Rooks	BALDWIN 3 (SWD)	Zurich South	NW/4	9-10S-19W
6	2027146	Ellis	CARRIE 1 (SWD)	Blue Hill	NW/SW/NE	11-12S-16W
7	2027153	Rooks	CASEY 1	Zurich South	N2/SW4	33-95-19W
8	2027175	Rooks	CASEY 2 (SWD)	Zurich South	N2/SW4	33-9S-19W
9	2027183	Rooks	CASEY 3	Zurich South	N2/SW4	33-9S-19W
0	2027156	Rooks	DANCER 1 (SWD)	Stamper North	NW/4	4-8S-17W
1	2027189	Rooks	DRYDEN 1	Zurich North	S2/SE4	5-7S-19W
2	2027196	Rooks	DRYDEN A1	Zurich North	NE/4	8-7S-19W
3	2027132	Rooks	ECKERT 1	Stamper North	N2/SE4	11-12S-16W
4	2027154	Rooks	ECKERT 2-R	Stamper North	N2/SE4	11-12S-16W
5	2027159	Rooks	ECKERT B 1	Stamper North	S2/NW4	5-8S-17W
6	2027142	Rooks	ECKERT B 2	Stamper North	S2/NW4	5-8S-17W
7	2027152	Rooks	EMERY 1	Stamper North	W2/NE4	5-8S-17W
8	2027181	Rooks	HAMMERSCHMIDT 1	Zurich South	SE/4	4-10S-19W
9	2027190	Rooks	HAMMERSCHMIDT 3	Zurich South	SE/4	4-10S-19W
0	2027134	Rooks	HUSTED B1	Zurich South	W/2	11-10S-19W
1	2027136	Rooks	HUSTED B2-R	Zurich South	W/2	11-10S-19W
2	2027137	Rooks	HUSTED B3 (SWD)	Zurich South	W/2	11-10S-19W
3	2027138	Rooks	HUSTED B4	Zurich South	W/2	11-10S-19W
4	2027148	Rooks	HUSTED B5	Zurich South	W/2	11-10S-19W
5	2027195	Rooks	JEROME 1	Zurich North	N2/SW4	18-9S-19W
6	2025150	Ellis	OSWALD A1	Blue Hill	SW/4	11-12S-16W
7	2025150	Ellis	OSWALD A6	Blue Hill	SW/4	11-128-16W
8	2025150	Ellis	OSWALD A7	Blue Hill	SW/4	11-12S-16W
9	2025150	Ellis	OSWALD A8R (Injector)	Blue Hill	SW/4	11-12S-16W
0	2025150	Ellís	OSWALD A10	Blue Hill	SW/4	11-12S-16W
1	2025150	Ellis	OSWALD A12	Blue Hill	SW/4	11-12S-16W
2	2025150	Ellis	OSWALD A13	Blue Hill	SW/4	11-12S-16W
3	2025150	Ellis	OSWALD A16	Blue Hill	SW/4	11-12S-16W
4	2025150	Ellis	OSWALD A17 (Injector)	Biue Hill	SW/4	11-12S-16W
5	2025150	Ellis	OSWALD A18 (Injector)	Blue Hill	SW/4	11-12S-16W
6	2025150	Ellis	OSWALD A 19 (Injector)	Blue Hill	SW/4	11-12S-16W
7	2025150	Ellis	OSWALD A20	Blue Hill	SW/4	11-12S-16W
8	2024231	Ellis	OSWALD A21	Blue Hill	SW/4	11-12S-16W
9	2025150	Ellis	OSWALD A22 (Injector)	Blue Hill	SW/4	11-12S-16W
0	2025232	Ellis	OSWALD A23	Blue Hill	SW/4	11-12S-16W
1	2025150	Ellis	OSWALD A24	Blue Hill	SW/4	11-12S-16W
2	2025150	Ellís	OSWALD A25	Blue Hill	SW/4	11-12S-16W
3	2025151	Ellis	OSWALD B1R (Injector)	Blue Hill	W2/SE4	11-12S-16W
4	2025213	Ellis	OSWALD B2	Blue Hill	W2/SE4	11 <b>-12S-16W</b>
5	2025151	Ellís	OSWALD B4	Blue Hill	W2/SE4	11-12S-16W

.

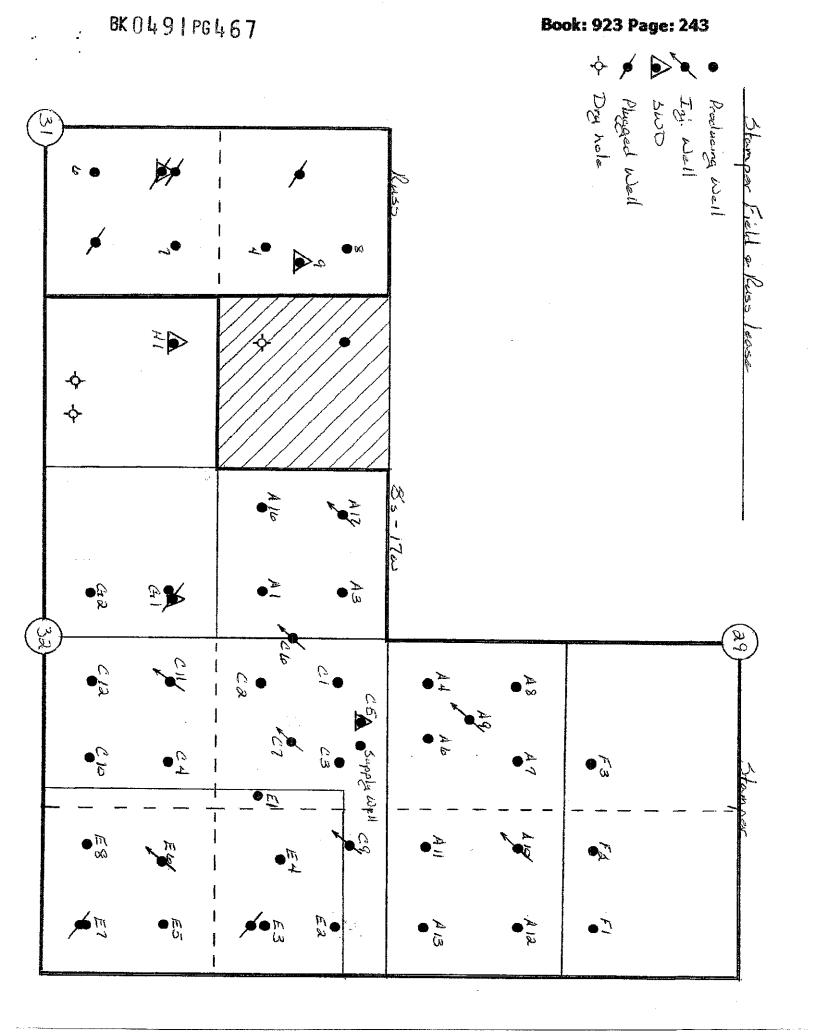
	Property Number	County	Well Name	e Area		Description	`
46	2025234	Ellis	OSWALD B5R	Blue Hill	W2/SE4	11-12S-16W	~
47	2025151	Ellis	OSWALD B7	Blue Hill	W2/SE4	11-12S-16W	4
48	2025151	Ellis	OSWALD B12	Blue Hill	W2/SE4	11-12S-16W	~
49	2025151	Ellis	OSWALD B16 (Injector)	Blue Hill	W2/SE4	11-12S-16W	د
50	2025240	Ellis	OSWALD B17	Blue Hill	W2/SE4	11-128-16W	Ý
51	2025151	Ellis	OSWALD B18	Blue Hill	W2/SE4	11-12S-16W	Ļ
52	2025210	Ellís	OSWALD B19	Blue Hill	W2/SE4	11-12S-16W	<b>·</b>
53	2027174	Rooks	RUSS B 4	Stamper South	E2/NE4	31-8S-17W	
	2027174	Rooks	RUSS B 6	Stamper South	E2/NE4	31-8S-17W	
54		Rooks	RUSS B 7	Stamper South	E2/NE4	31-8S-17W	
55	2027182	+	***************************************	·····	E2/NE4	31-8S-17W	
56	2027145	Rooks	RUSS B 8	Stamper South			
57	2027101	Rooks	RUSS B 9 (SWD)	Stamper South	NE4/NE4	31-8S-17W	د
58	2025174	Ellis	SMITH 2	Blue Hill	NW4	14-12S-16W	·'_
59	2025174	Ellis	SMITH 3	Blue Hill	NW4	14-12S-16W	<u>د</u>
60	2025174	Ellis	SMITH 4 (Injector)	Blue Hill	NW4	14-12S-16W	
61	2025174	Ellis	SMITH 5	Blue Hill	NW4	14-12S-16W	
62	2025174	Ellis	SMITH 10	Blue Hill	NW4	14-12S-16W	ť
63	2025174	Ellis	SMITH 11	Blue Hill	NW4	14-12S-16W	4
64	2025174	Ellis	SMITH 12 (Injector)	Blue Hill	NW4	14-12S-16W	·(
65	2025174	Ellis	SMITH 13	Blue Hill	NW4	14-12S-16W	<u> </u>
66	2025174	Ellis	SMITH 14	Blue Hill	NW4	14-12S-16W	F
67	2025174	Ellis	SMITH 15	Blue Hill	NW4	14-128-16W	٢
68	2025219	Ellis	SMITH A2 (SWD)	Blue Hill	W2/NE4	14-128-16W	<u> </u>
69	2027214	Ellis	SMITH A6	Blue Hill	W2/NE4	14-128-16W	<u> </u>
70	2025176	Ellis	SMITH A7R	Blue Hill	W2/NE4	14-12S-16W	Ù,
71	2025225	Ellis	SMITH A8R	Blue Hill	W2/NE4	14-12S-16W	<u>حد</u>
72	2025176	Ellis	SMITH A9	Blue Hill	W2/NE4	14-12S-16W	×
73	2025176	Ellís	SMITH A12	Blue Hill	W2/NE4	14-12S-16W	×
74	2025176	Ellis	SMITH A13	Blue Hill	W2/NE4	14-12S-16W	Ŷ
75	2025176	Ellis	SMITH A14	Blue Hill	W2/NE4	14- <b>12S-16W</b>	•
76	2027155	Rooks	STAMPER A2 (Sec 5) Eckert	Stamper North	E2/NE4	5-8S-17W	
77	2027100	Rooks	STAMPER A1 (Sec 32)	Stamper South	NE4/NW4	32-8S-17W	
78	2027100	Rooks	STAMPER A3	Stamper South	NE4/NW4	32-85-17W	
79	2027100	Rooks	STAMPER A4	Stamper South	S2/SE4	29-8S-17W	
80	2027100	Rooks	STAMPER A6	Stamper South	S2/SE4	29-8S-17W	
81	2027100	Rooks	STAMPER A7	Stamper South	S2/SE4	29-8S-17W	
82	2027100	Rooks	STAMPER A8	Stamper South	S2/SE4	29-8S-17W	
83	2027100	Rooks	STAMPER A9 (Injector)	Stamper South	S2/SE4	29-8S-17W	
84	2027100	Rooks	STAMPER A10 (Injector)	Stamper South	S2/SE4	29-8S-17W	
85	2027211	Rooks	STAMPER A11	Stamper South	S2/SE4	29-8S-17W	
86	2027211	Rooks	STAMPER A12	Stamper South	S2/SE4	29-8S-17W	
87	2027100	Rooks	STAMPER A13	Stamper South	S2/SE4	29-8S-17W	
88	2027100	Rooks	STAMPER A16	Stamper South	NE4/NW4	32-8S-17W	
89	2027133	Rooks	STAMPER A17 (Injector)	Stamper South	NE4/NW4	32-8S-17W	
	2027143	Rooks	STAMPER C1	Stamper South	W2/NW4	32-8S-17W	
90				Stamper South	W2/NW4 W2/NW4	32-85-17W	
91	2027105	Rooks	STAMPER C2		·	32-85-17W	
92	2027215	Rooks	STAMPER C3	Stamper South	W2/NW4		
93	2027105	Rooks	STAMPER C4	Stamper South	W2/NW4	32-8S-17W	
94	2027212	Rooks	STAMPER C5 (SWD)	Stamper South	1 NE/NW/NE	32-8S-17W	
95	2027105	Rooks	STAMPER C6 (Injector)	Stamper South	W2/NW4	32-8S-17W	

.

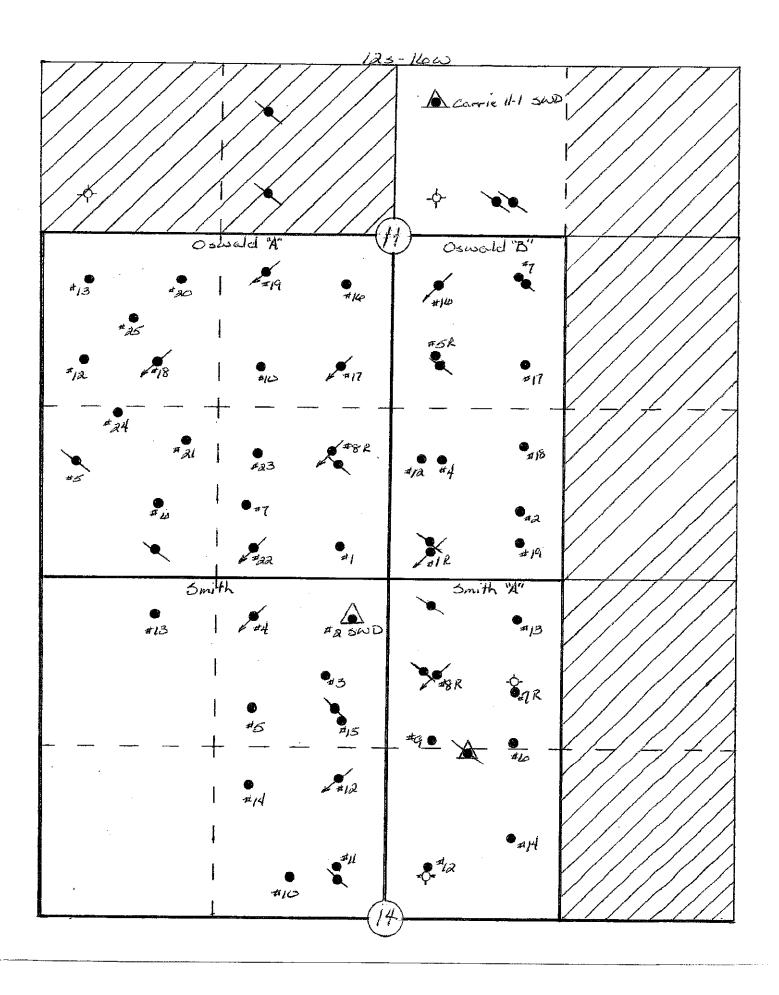
••

	Property Number	County	Well Name	Area	Legal 1	Description
97	2027105	Rooks	STAMPER C8 (Water Supply Well)	Stamper South	NE/NW/NE	32-8S-17W
98	2027105	Rooks	STAMPER C9 (Injector)	Stamper South	N2/N2/NW4	32-8S-17W
99	2027105	Rooks	STAMPER C10	Stamper South	W2/NW4	32-8S-17W
100	2027105	Rooks	STAMPER C11 (Injector)	Stamper South	W2/NW4	32-8S-17W
101	2027105	Rooks	STAMPER C12	Stamper South	W2/NW4	32-8S-17W
102	2027110	Rooks	STAMPER E1	Stamper South	E2/NE4	32-8S-17W
103	2027110	Rooks	STAMPER E2	Stamper South	E2/NE4	32-8S-17W
104	2027110	Rooks	STAMPER E3	Stamper South	E2/NE4	32-8S-17W
105	2027110	Rooks	STAMPER E4	Stamper South	E2/NE4	32-8S-17W
106	2027110	Rooks	S'TAMPER E5	Stamper South	E2/NE4	32-8S-17W
107	2027110	Rooks	STAMPER E6 (Injector)	Stamper South	E2/NE4	32-8S-17W
108	2027110	Rooks	STAMPER E7	Stamper South	E2/NE4	32-8S-17W
109	2027218	Rooks	STAMPER E8	Stamper South	E2/NE4	32-8S-17W
110	2027115	Rooks	STAMPER F1	Stamper South	N2/SE4	32-8S-17W
111	2027217	Rooks	STAMPER F2	Stamper South	N2/SE4	32-8S-17W
112	2027115	Rooks	STAMPER F3	Stamper South	N2/SE4	32-8S-17W
113	2027120	Rooks	STAMPER GI	Stamper South	SE4/NW4	32-8S-17W
114	2027120	Rooks	STAMPER G2	Stamper South	SE4/NW4	32-8S-17W
115	2027125	Rooks	STAMPER H1 (SWD)	Stamper South	SW4/NW4	32-8S-17W
116	2027188	Rooks	STULL 3	Zurich North	NW/4	17-9S-19W
117	2027165	Rooks	STULL 5	Zurich North	NW/4	17-9S-19W
118	2027166	Rooks	STULL A1	Zurich North	S2/SW4	8-9S-19W
119	2027198	Rooks	STULL A2	Zurich North	\$2/SW4	8-9S-19W
120	2027193	Rooks	STULL BI (SWD)	Zurich South	N2/SW4	8-9S-19W
121	2027194	Rooks	STULL B2	Zurich North	N2/SW4	8-9S-19W

END OF EXHIBIT A-2



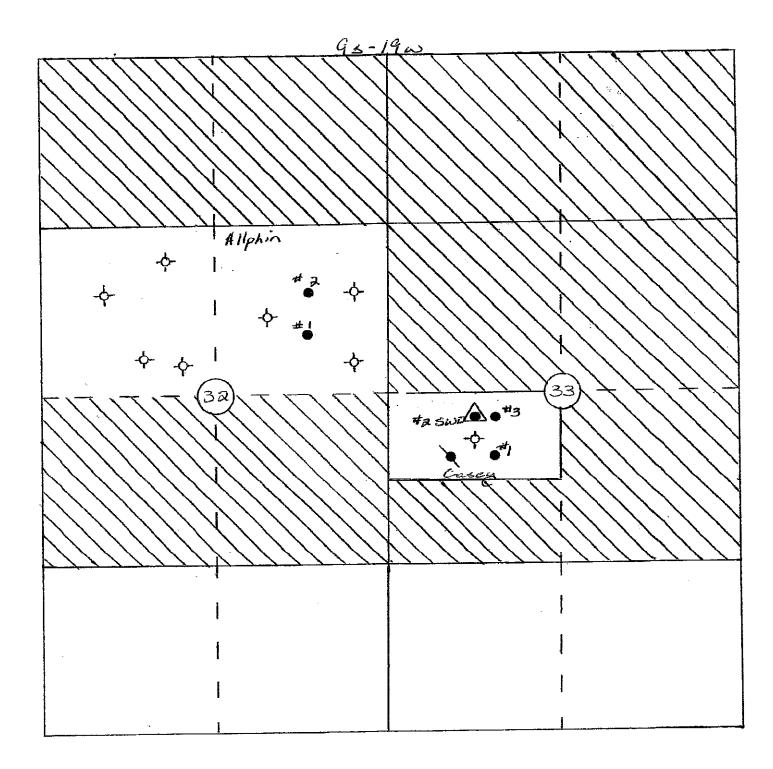
BK0491PG468 Blue Hill Field



BK 11491 PG 469

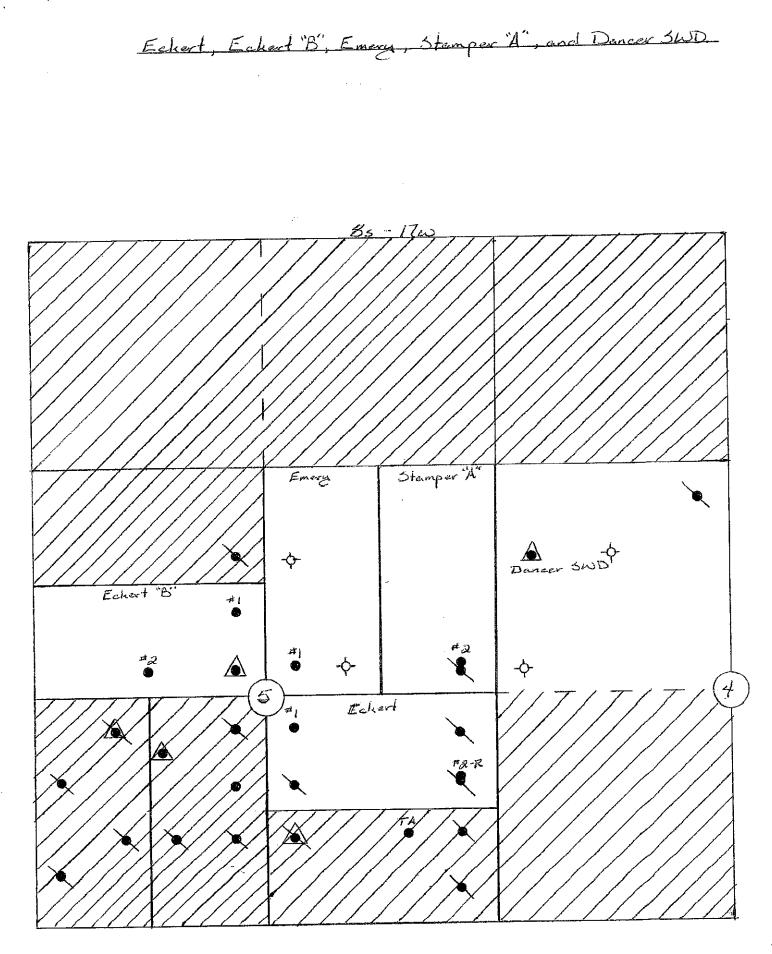
r'

Allphin and Casy leases



BK0491PG470

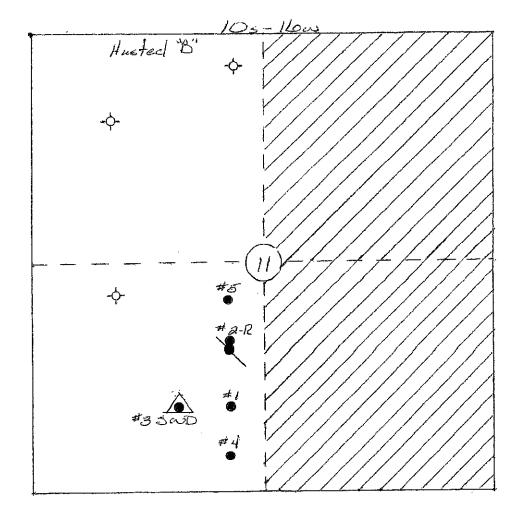
Book: 923 Page: 246



BK0491PG471

e)

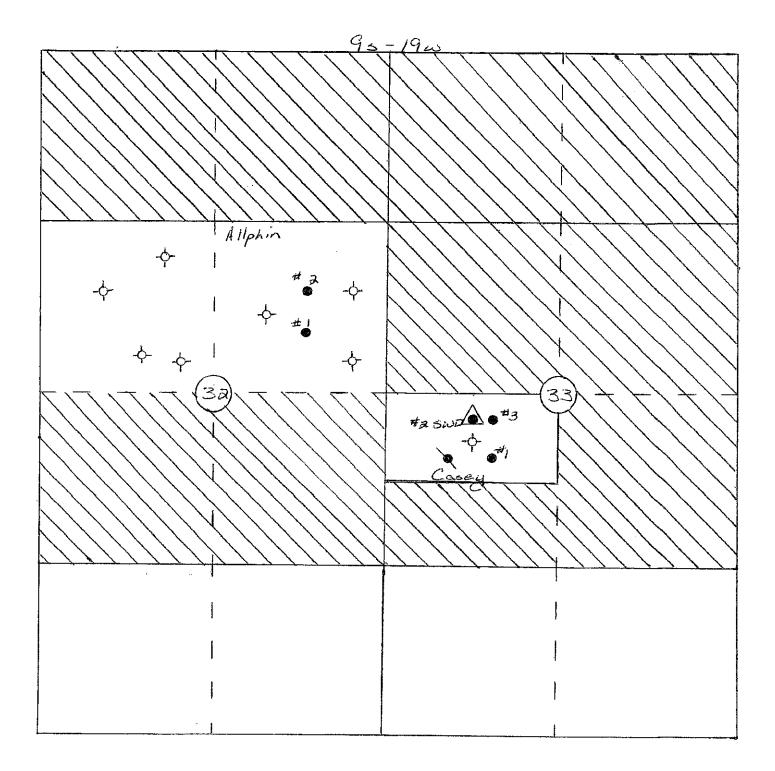
Austeel "B" lease



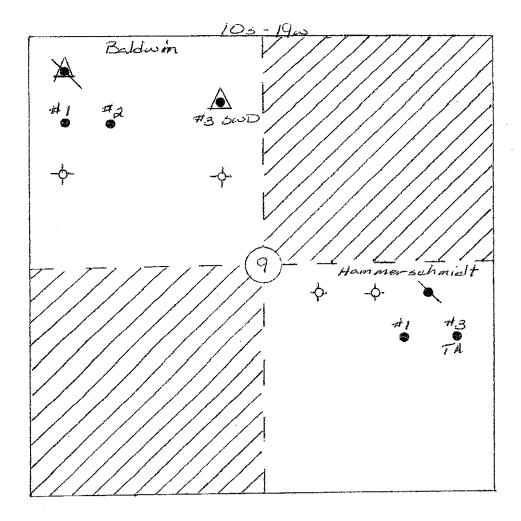
BK0491PG472

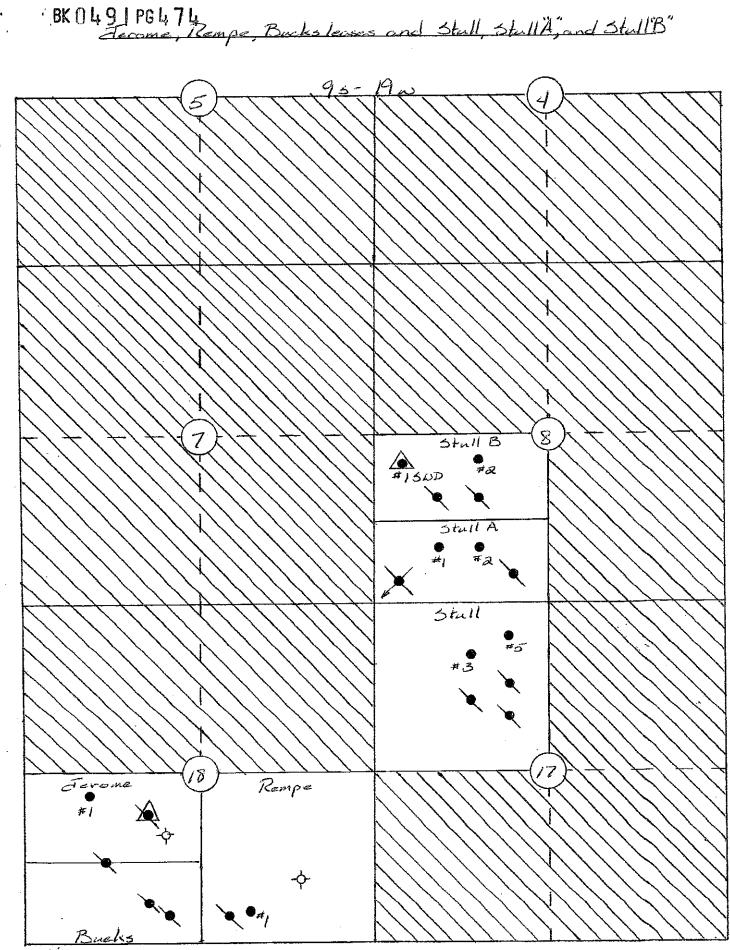
Book: 923 Page: 248

Allphin and Casy leases



Hammerschmidt and Baldwin leases





Book: 923 Page: 250

£8

# BK 0 4 9 | PG 4 7 5

Year*	Make	Model**	Description**	ID number**	KS Tag
1999	Caterpillar	416C	CAT 416C Backhoe	4ZN19258	None
1994	Caterpillar	426B	CAT 426B Backhoe	5YJ01159	None
2001	Caterpillar	420D	CAT 420D Backhoe	FDP22734	None
2008	Bobcat	T250	Bobcat T250 Track Loader	531840018	None
2007	Caterpillar	D5K	D5K Tractor Crawler (Bulldozer)	YYY00159	None
2000	John Deere	4600	Mowing Tractor	Unknown	None
2008	New Holland	T4050	New Holland 4050 Tractor Mower	Z8JA01044	None
Unknown	John Deere	Unknown	John Deere Grader	Unknown	None
Unknown	John Deere	OPS Gator	John Deere Gator	MOHXOPAO57219	None
2004	Sterling	Acterra	Winch Rig Truck (Single Axle)	2FZACGCS74AM30817	631783
2008	Chevrolet	Silverado 3500	Silverado 3500, 1Ton Truck, Cab Extension	1GCJK39658E196457	931784
2013	Haulass	LB35-T	Lowboy Trailer	5JYLB3526DP130057	579367
1982	Trail King	Unknown	Trailer	1TKS03019CM122638	579366
1980	BELS (?)	Unknown	Trailer	9512	951EBU
2008	Ъl	14' Gooseneck Dump	14' Gooseneck Trash Trailer	4P5D6142581109891	None
2006	Carry-On	5 x 8 CGEC	Cargo Trailer	4YMCL08136T063325	None
Unknown	Unknown	Unknown	16' Car Trailer, Lowboy	Unknown	None
Unknown	None	Unknown	Home-Built Pipe and Rod Trailer	None	None

### EXHIBIT A-4 Personal Properties

\* Dates of equipment and vehicles are approximate in some cases.

\*\* Model, description and ID number are shown to the best of Seller's knowledge, and are shown for the purposes of identification only.

EXHIBIT B

## MATERIAL AGREEMENTS

- Salt Water Disposal Agreement dated October 31, 2016, between Woodway Oil & Gas KS-I, LLC and Habit Petroleum, LLC. SWD well located in Township 10 South, Range 19 West, Section 11: NW/SE/SW, Rooks County, Kansas ("Husted SWD").
- 2. Salt Water Disposal Agreement dated December 1, 2015, between Woodway Oil & Gas KS-I, LLC and Norstar Petroleum, Inc., recorded in Book 171, Page 570; SWD well located in the NW/4, 4-8-17W, Rooks County, Kansas (Dancer SWD well").
- Salt Water Disposal Agreement (Amendment to Salt Water Disposal Agreement dated May 8, 1982, between Orville Foss, et al. and Ed Dreiling (d/b/a D&S Oil Company) recorded in Book 172, Page 243, Rooks County, Kansas) dated October 6, 2011, effective October 11, 2011, between Michael E. Kriley and Cynthia L. Kriley and Continental Operating Company. Location of SWD well NW/4 Section 4, T8S-R17W, Rooks County, Kansas.
- 4. Salt Water Disposal Agreement effective May 1, 2014, recorded July 9, 2014, in Book 459, Page 343, Rooks County, Kansas, between Joel Stull and Debbie Stull and Continental Operating Company, covering the SW/4 of Section 8, T9S-R19W, Rooks County, Kansas.
- 5. Salt Water Disposal Agreement effective October 1, 2012, recorded November 19, 2012, in Book 438, Page 454, Rooks County, Kansas, between James E. Casey and Continental Operating Company, covering the N/2 SW/4 of Section 33, T9S-R19W, Rooks County, Kansas.
- 6. Saltwater Disposal Agreement and Easement dated May 27, 2016, between E. Kent Stamper and Larry D. Stamper, Lessors, and Woodway Oil & Gas KS-I, LLC, Lessee, covering the SWD located 3630' from the South line and 4950' from the East line of Section 32; located in the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW/4 SW/4 NW/4) in Section 32, Township 8S, Range 17, Rooks County, Kansas.
- Salt Water Disposal Agreement effective June 1, 2016, between Woodway Oil & Gas KS-I, LLC and Mid Continent Energy, Corp., covering the SWD well located in the NW Quarter of the SW Quarter of the NW Quarter in Section 32, Township 8S, Range 17W, Rooks County, Kansas (Stamper H1 SWD well).
- 8. Salt Water Disposal Agreement recorded in Book 441, Page 518, between Larry Baldwin and Continental Operation Company covering the Northwest Quarter of Section 9, Township 10, Range 19, Rooks County, Kansas.
- Surface Use Agreement recorded in Book 452, Page 65-66, from Dennis K. Dryden and wife, to Posse Energy, Ltd., covering the South Half of the Southeast Quarter of Section 5, Township 7, Range 19; the Northeast Quarter of Section 8, Township 7, Range 19; and the West Half of Section 8, Township 7, Range 19, Rooks County, Kansas.

- 10. Salt Water Disposal Agreement recorded in Book 472, Page 91, from E. Kent Stamper and Betty P. Stamper, his wife; and Larry Stamper and Linda Stamper, his wife, to Continental Operating Co. covering the East Half of the Northeast Quarter of Section 31, Township 8, Range 17, Rooks County, Kansas.
- 11. Salt Water Disposal Agreement recorded in Book 471, page 89, between E. Kent Stamper and Continental Operating Co. covering the Southwest Quarter of the Northwest Quarter of Section 32, Township 8, Range 17, Rooks County, Kansas
- 12. Lease of Tank Battery Site recorded in Book 471, Page 528, from E. Kent Stamper and wife to Posse Energy, Ltd., covering the surface of the Northeast Quarter of the Northwest Quarter of Section 32, Township 8, Range 17, Rooks County, Kansas, and granting a tank battery site on said property for purposes of production from the Southeast Quarter of the Northwest Quarter of Section 32, Township 8, Range 17, Rooks County, Kansas.
- 13. Tank Battery Agreement recorded in Book 105, Page 230, covering the South Half of the Southeast Quarter of Section 29, Township 8, Range 17, Rooks County, Kansas.
- 14. Salt Water Disposal Agreement recorded in Book 225, Page 30, covering the Northeast Quarter of Section 32, Township 8, Range 17, Rooks County, Kansas.
- 15. Salt Water Disposal Agreement recorded in Book 225, Page 30, covering the South Half of the Southeast Quarter of Section 29, Township 8, Range 17, Rooks County, Kansas.
- 16. Salt Water Disposal Agreement recorded in Book 698, Page 858, between Lloyd E. Oswald and Continental Operating Company covering the Northwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 11, Township 12, Range 16, Ellis County, Kansas.
- 17. Salt Water Disposal Agreement effective May 1, 2011, recorded March 1, 2013, in Book 819 of Records, Page 254, Ellis County, Kansas, between Lloyd E. Oswald and Continental Operating Company. The Carrie SWD Site is located in the SW/4 NE/4 of Section 11, T12S-R16W, Ellis County, Kansas.

#### <u>Exhibit A</u>

#### **Contract Area and Other Information**

Attached to and made part of the Joint Operating Agreement ( the "Agreement") by and between Haas-Petroleum, LLC (Operator) and the signatory party or parties other than Operator, sometimes herein referred to individually as "Non-Operator" and collectively as "Non-Operators"

- (1) Descriptions of lands subject to this agreement per the attached recorded oil and gas assignments
- (2) Party to agreement with addresses and telephone numbers for notice purposes:

#### **OPERATOR:**

Haas Petroleum, LLC, 10551 Barkley Street, # 307, Overland Park, Kansas 66212, Contact: Mark Haas, Phone: 913-499-8373, e-mail <u>mark@haaspetroleum.com</u> or <u>julie@haaspetroleum.com</u>

#### **NON-OPERATORS:**

Mid-Con Development, LLC, 1330 Avenue of the Americas, Suite 23A, New York, New York 10019, Contact: James Daris/Phone 613-2246-1919, e-mail jdoris@vikingenergygroup.com

12/1/17 James Doris/ Mid Con Development, LLC - No-Operator Date 12/1/17

Haas Petroleum, LLC – Operator

Date