

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

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**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: \_\_\_\_\_

## ASSIGNMENT, DEED AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this “Assignment”), effective as of 12:01 a.m. in Houston, Texas, on November 1, 2017 (the “Effective Date”), is made by **WM KS Energy Resources, LLC**, a Delaware limited liability company, with the address of 1001 Fannin Street, Houston, Texas 77002 (“Assignor”), to **TexKan Resources, LLC**, a Texas limited liability company with the address of 3100 W. Southlake Blvd., Ste 100, Southlake, Texas 76092 (“Assignee”).

### ARTICLE 1 GRANTING AND HABENDUM; ASSUMPTION

**1.1 Assignment.** For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Assignors do hereby GRANT, BARGAIN, SELL, TRANSFER, CONVEY, SET OVER, DEED, ASSIGN and DELIVER unto Assignee, its successors and assigns, effective for all purposes as of the Effective Date and subject to the matters set forth herein, the Assets. The term “Assets” shall mean all of each Assignor’s right, title and interest in and to the following:

(a) the oil and gas leases described on Exhibit A-1 attached hereto (the “Leases”), insofar and only insofar as the Leases cover the lands described on Exhibit A-1 (the “Lands”); and any and all right, title and interest of Assignor in and to the oil, gas and all other hydrocarbons in, on or under the Lands and other hydrocarbons and products, whether liquid or gaseous, produced in association therewith (“Hydrocarbons”) after the Effective Time; and all other right, title and interest of Assignor of whatever nature in, on or under the leases and Lands and lands pooled or unitized therewith;

(b) any and all Hydrocarbon, water, CO<sub>2</sub>, disposal or injection wells located on the Leases, the Lands or on any Units, including, without limitation, the wells described on Exhibit A-2, whether producing, non-producing, temporarily or permanently plugged and abandoned or shut-in, and whether or not fully described on any exhibit or schedule hereto (the “Wells”);

(c) to the extent transferable, all existing and effective unitization, pooling and communitization agreements, declarations and orders, and the properties covered and the units created thereby to the extent that they relate to or affect any of Assignor’s properties and interests described in Section 1.1(a) or the production of Hydrocarbons, if any, attributable to said properties

and interests after the Effective Time (collectively, the “Units” and, together with the Leases, the Lands and the Wells, the “Properties”);

(d) the personal property, equipment, fixtures and improvements (including any buildings) located on or used or held in connection with the Leases and Lands or used or held in connection with the Hydrocarbons attributable to the Properties, including well pads, machinery, fixtures, tubulars, gathering systems, flow lines, pipelines, tank batteries, and other inventory attributable to the Properties (the “Equipment”);

(e) the vehicles described in Exhibit A-3;

(f) to the extent transferable, all rights and obligations existing under any oil, gas, liquids, condensate, casinghead gas and natural gas sales, purchase, exchange, gathering, transportation and processing contracts, operating agreements, area of mutual interest agreements, balancing agreements, joint venture agreements, partnership agreements, farmout agreements and all other contracts, agreements and instruments which relate, but only insofar as they relate, to any of the Properties and Equipment, excluding, however, any insurance contracts (the “Contracts”); provided, however, that the term “Contracts” shall not include the Easements or the Leases or other instruments constituting Assignor’s chain of title to the Leases; and

(g) to the extent transferable, all easements, licenses, credits, servitudes, rights-of-way, surface leases, right of use and easement, and other rights to use the surface and subsurface appurtenant thereto, to the extent used or held for use in connection with the Properties, but excluding in all such instances, any permits and other appurtenances to the extent that transfer is restricted by a third person agreement or by applicable law and the necessary consents or approvals thereof have not been obtained (the “Easements”); and

(h) copies of all files, books, records (including tax records), data, documentation, databases, maps, and muniments of title maintained by, or to which Assignor is entitled, including, without limitation, geophysical and seismic data and other documentary information, regarding the Leases, Wells and the Contracts to the extent the transfer of such data is not prohibited under any related contracts (the “Data”); provided, however, that the term “Data” shall not include any of Assignor’s files, records, and data that (i) relate to its business generally, (ii) are legal in nature (other than Leases, Contracts, and title opinions), (iii) relate to bids received from or records with respect to negotiations with, third parties pertaining to the sale of the Assets, (iv) the transfer of which is prohibited by contract or law or that would impose a transfer fee or penalty on Assignor, and (v) relate to the Excluded Assets (the “Excluded Records”). To the extent any of the Data contain interpretations of Assignor, Assignee agrees to rely on such interpretations at its own risk.

EXCEPTING AND RESERVING to Assignors, however, all Excluded Assets (defined below).

TO HAVE AND TO HOLD the Assets, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

**1.2 Excluded Assets.** Notwithstanding anything to the contrary in Section 1.1 or elsewhere in this Assignment, the “Assets” shall not include any rights with respect to the Excluded Assets. “Excluded Assets” shall mean:

(a) any leased equipment and other leased personal property if such property, or the Contract pursuant to which it was leased, is (i) not freely transferrable without payment of a fee or other consideration, unless Assignee has agreed in writing to pay such fee or consideration, or (ii) cancelable with no more than a 30-day notice requirement;

(b) Assignor’s intellectual property used in developing or operating the Assets, including, without limitation, proprietary computer software, computer software licensed from third persons, patents, pending patent applications, trade secrets, copyrights, names, marks and logos;

(c) any of Assignor’s proprietary or confidential records or information (including, without limitation, employee information, internal valuation data, future work plans, business plans, transaction proposals and related information and correspondence, business studies, bids, work product of Assignor’s attorneys (other than title opinions), documents protected by any privilege (including attorney-client privilege) and any documents which Assignor cannot provide to Assignee because of third party restrictions;

(d) all (i) trade credits, accounts receivable, notes receivable, take or pay amounts receivable, insurance claims, and other receivables and general intangibles attributable to the Assets prior to the Effective Time and (ii) liens and security interests in favor of Assignor or its affiliates, whether choate or inchoate, under any law or Contract to the extent arising from, or relating to, the ownership, operation or sale or other disposition prior to the Effective Time of any of the Assets;

(e) Assignor’s area-wide bonds, permits and licenses or other permits, licenses or authorizations generally used in the conduct of Assignor’s business;

(f) all contracts of insurance and claims against insurers and other third persons pending prior to the Effective Time;

(g) that certain security deposit in the amount of \$450,000 held by Brammer Engineering, Inc., under that certain Contract Operating Agreement dated January 1, 2016, by and between WM KS Energy Resources, LLC and Brammer Engineering Inc. (the “Brammer Contract Operating Agreement”); and

(h) the Excluded Records.

**1.3 Assumed Obligations.** Without limiting Assignee’s rights to indemnity under Article 11 of the Purchase Agreement, Assignee assumes and agrees to fulfill, perform, pay, and discharge (or cause to be fulfilled, performed, paid, or discharged) all of the Assumed Obligations (as such term is defined in the Purchase Agreement).

**ARTICLE 2**  
**SPECIAL WARRANTY OF TITLE AND DISCLAIMERS**

**2.1 Special Warranty of Title.** Assignor hereby agrees to warrant and defend title to the Assets unto Assignee, its successors and assigns against every Person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under such Assignor, but not otherwise, until the expiration of the applicable statute of limitations. Assignor hereby assigns to Assignee all rights, claims, and causes of action on title warranties given or made by Assignor's predecessors, and Assignee is specifically subrogated to all rights which Assignor may have against its predecessors, to the extent that Assignor may legally transfer such rights and grant such subrogation.

**2.2 Disclaimers.**

(a) **OTHER THAN THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE PURCHASE AGREEMENT AND IN THIS ASSIGNMENT, ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY, OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE ASSETS, (IV) THE EXISTENCE OF ANY PROSPECT, RECOMPLETION, INFILL, OR STEP-OUT DRILLING OPPORTUNITIES, (V) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (VI) THE PRODUCTION OF PETROLEUM SUBSTANCES FROM THE ASSETS, OR WHETHER PRODUCTION HAS BEEN CONTINUOUS, OR IN PAYING QUANTITIES, OR ANY PRODUCTION OR DECLINE RATES, (VII) THE MAINTENANCE, REPAIR, CONDITION, ENVIRONMENTAL CONDITION, QUALITY, SUITABILITY, DESIGN, OR MARKETABILITY OF THE ASSETS, (VIII) INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, (IX) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES, OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND ANY DOCUMENTS EXECUTED HEREUNDER OR ANY DISCUSSION OR PRESENTATION RELATING THERETO OR (X) COMPLIANCE WITH ANY ENVIRONMENTAL LAW, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT THE ASSETS ARE BEING TRANSFERRED "AS IS, WHERE IS," WITH ALL FAULTS AND DEFECTS, AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.**

**ARTICLE 3  
MISCELLANEOUS**

**3.1 Construction.** The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. Assignors and Assignee acknowledge that they have participated jointly in the negotiation and drafting of this Assignment and as such they agree that if an ambiguity or question of intent or interpretation arises hereunder, this Assignment shall not be construed more strictly against one party than another on the grounds of authorship.

**3.2 No Third Party Beneficiaries.** Nothing in this Assignment shall provide any benefit to any third Person or entitle any third Person to any claim, cause of action, remedy or right of any kind, it being the intent of the parties hereto that this Assignment shall otherwise not be construed as a third party beneficiary contract.

**3.3 Assignment.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**3.4 Governing Law.** This Assignment, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the Laws of the State of Texas, without giving effect to principles of conflicts of laws that would result in the application of the Laws of another jurisdiction.

**3.5 Counterpart Execution.** This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each party that executes the same whether or not all of such parties execute the same counterpart. If counterparts of this Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.

**3.6 Recording.** To facilitate the recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits and annexes that describes the Assets located in that county. In addition to filing this Assignment, the parties hereto shall execute and file with the appropriate Governmental Authorities, whether federal, state or local, all forms or instruments required by applicable Law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein.

**3.7 Purchase Agreement.** This Assignment is made subject to all of the terms and conditions of that certain Purchase and Sale Agreement dated January 22, 2018, by and between Assignor and Assignee (the "Purchase Agreement"). Any capitalized terms used but not defined in this Assignment shall have the meaning ascribed to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.



**3.8 Subrogation.** Assignee shall be and is subrogated to all covenants and warranties of title by Persons previously given or made to any Assignor or their respective predecessors in title in respect of any of the Assets.

**3.9 Further Assurances.** Each Assignor covenants and agrees to take such further actions and to execute, acknowledge and deliver all such further documents, including, without limitation, instruments of conveyance and transfer, as are reasonably requested by Assignee to convey and deliver the Assets to Assignee, to perfect Assignee's title thereto, and accomplish the orderly transfer of the Assets to Assignee in the manner contemplated by this Assignment.

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**IN WITNESS WHEREOF**, this Assignment is executed by the parties hereto on the dates of their respective acknowledgments below, but shall be effective for all purposes as of the Effective Date.

**ASSIGNOR:**

WM KS ENERGY RESOURCES, LLC

By:



Name: Eric Davis

Title: President

**ACKNOWLEDGMENT**

STATE OF TEXAS §  
COUNTY OF Harris

§

This instrument was acknowledged before me this 22<sup>nd</sup> day of January, 2018, by Eric Davis, President of WM KS Energy Resources, LLC, a Delaware limited liability company, on behalf of said limited liability company.




Notary Public – State of Texas



IN WITNESS WHEREOF, this Assignment is executed by the parties hereto on the dates of their respective acknowledgments below, but shall be effective for all purposes as of the Effective Date.

**ASSIGNEE:**

TEXKAN RESOURCES, LLC

By:   
Name: RODNEY E. COX  
Title: VICE PRESIDENT

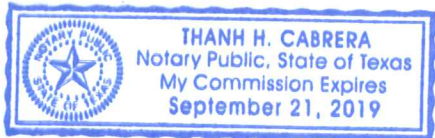
**ACKNOWLEDGMENT**

STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was acknowledged before me this 22<sup>nd</sup> day of January, 2018, by Rodney E. Cox of TexKan Resources, LLC, a Texas limited liability company, on behalf of said limited liability company.

Thanh Cabrera  
Notary Public – State of Texas



**EXHIBIT A-1**

**LEASES**

See attached.

Attached to and made a part of that certain Assignment and Bill of Sale by and between WM KS Energy Resources, LLC as Assignor and TexKan Resources, LLC as Assignee

Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page
Alan #1	States Ag, L.p.	Great Eastern Energy & Development Corp.	5/22/2006	24-6S-21W	W2SW4	Graham	KS	221	408
Alexander #1, #2, #3, #5	A. Gillian Alexander, a single man and Sharon Rose Dowdell, a single woman	Great Eastern Energy & Development Corp.	5/28/2002	25-7S-21W	NW4	Graham	KS	201	824
Alexander #1, #2, #3, #5	A. Gillian Alexander, a single man and Sharon Rose Dowdell, a single woman	Great Eastern Energy & Development Corp.	5/28/2002	25-7S-21W	N2SW4	Graham	KS	201	834
Alexander #4	A. Gillian Alexander, a single man and Sharon Rose Dowdell, a single woman	Great Eastern Energy & Development Corp.	5/28/2002	26-7S-21W	N2NE4	Graham	KS	201	822
Alexander-Dowdell	A. Gillian Alexander, a single man and Sharon Rose Dowdell, a single woman	Great Eastern Energy & Development Corp.	5/28/2002	23-7S-21W	SE4NW4, S2NE4	Graham	KS	201	828
Alexander-Dowdell	A. Gillian Alexander, a single man	Great Eastern Energy & Development Corp.	4/25/2007	24-7S-21W	SW4NW4	Graham	KS	226	672
Alexander-Dowdell	Michael Kountz and Sharon Dowdell Kountz, husband and wife	Great Eastern Energy & Development Corp.	4/25/2007	24-7S-21W	SW4NW4	Graham	KS	226	674
Benoit #1	Jerome and Teresa Benoit, husband and wife	Great Eastern Energy & Development Corp.	2/4/2003	6-8S-20W	NW4	Rooks	KS	328	98
Benoit #1	John and Mary Benoit, Husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	339	695
Benoit #1	Steve and Shari Benoit, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	339	701
Benoit #1	Tim and Thelma Berland, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	339	693
Benoit #1	Germaine Birdwell	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	339	376
Benoit #1	Steve and Sonja Borel, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	343	285
Benoit #1	Jim and Judi Charbonneau, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	339	697
Benoit #1	Tom and Sharon Herbers, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	343	291
Benoit #1	Bob and Lydia Neu, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	339	703
Benoit #1	Marvin and Marilyn Skolaut, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	339	699
Benoit #1	Patrick and Jaclyn Smith, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	343	295
Benoit #1	Carmella Thyfault, a widow M & C Thyfault Revocable Trust, Carmell Thyfault, Trustee	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	343	287
Benoit #1	Trustee	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	339	378

Exhibit A-1

Attached to and made a part of that certain Assignment and Bill of Sale by and between WM KS Energy Resources, LLC as Assignor and TexKan Resources, LLC as Assignee

Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page
Benoit #1	Galen and Sondra Thyfault, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW/4	Rooks	KS	343	289
Benoit #1	Jody and Jane Thyfault, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW/4	Rooks	KS	343	283
Benoit #1	Paula Thyfault, a single woman	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW/4	Rooks	KS	343	293
Benoit #1	Roger Thyfault, a single man Timothy J. Berland and Thelma R. Berland, Trustees of the Timothy J. Berland Trust dtd 10/1/98 and Timothy J. Berland and Thelma R. Berland Trustees of the Thelma R. Berland Trust #1	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW/4	Rooks	KS	343	451
Berland #2	Lavern Billips and Janet Billips, husband and wife, Lyle Billips and Kappi Billups, husband and wife	Great Eastern Energy & Development Corp.	7/15/2006	28-7S-21W	SE4	Graham	KS	222	332
Billups Brothers A1, A-2	Lavern Billips and Janet Billips, husband and wife, Lyle Billips and Kappi Billups, husband and wife	Great Eastern Energy & Development Corp.	2/1/2002	3-7S-21W	SE4	Graham	KS	200	725
Billips Brothers B-1	Lavern Billips and Janet Billips, husband and wife, Lyle Billips and Kappi Billups, husband and wife	Great Eastern Energy & Development Corp.	2/1/2002	10-7S-21W	NE4	Graham	KS	200	666
Billips Brothers B-2	Lavern Billips and Janet Billips, husband and wife, Lyle Billips and Kappi Billups, husband and wife	Great Eastern Energy & Development Corp.	2/1/2002	3-7S-21W	SW4	Graham	KS	200	660
Billips Brothers B-3	Lavern Billips and Janet Billips, husband and wife	Great Eastern Energy & Development Corp.	2/1/2002	3-7S-21W	NE4	Graham	KS	200	668
Booth Unit	Ivan Booth, a single man, individually and as Administrator of the Estate of Effie Booth, deceased, et al	J. Fred Hambright	11/23/1972	19-30S-17W	W2, W2SE4, SE4SE4, SW4NE4	Kiowa	KS	12	620
Booth Unit	Ivan Booth, a single man, individually and as Administrator of the Estate of Effie Booth, deceased, et al	J. Fred Hambright	11/23/1972	29, 30-30S-17W	W2W2 Sec. 29 and the N2 and SE4 of Sec. 30	Kiowa	KS	12	615
Booth Unit	Florence C. Weinhold and Leo C. Weinhold, her husband	J. Fred Hambright	11/17/1972	24-30S-18W	NE4	Kiowa	KS	12	637
Booth Unit	Florence C. Weinhold and Leo C. Weinhold, her husband	J. Fred Hambright	11/17/1972	24-30S-18W	SE4	Kiowa	KS	12	631

Exhibit A-1

Attached to and made a part of that certain Assignment and Bill of Sale by and between WM KS Energy Resources, LLC as Assignor and TexKan Resources, LLC as Assignee

Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page
Booth A Unit	Patricia Jean Snyder and Neil Timmer, her husband	J. Fred Hambright	8/8/2008	30-30S-17W	N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30	Kiowa	KS	20	2247
Booth A Unit	Roberta J. Snyder, a single woman	J. Fred Hambright	8/8/2008	30-30S-17W	N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30	Kiowa	KS	20	2248
Booth A Unit	Mike Synder a/k/a Carl M. Synder and Guyneth Synder, husband and wife	J. Fred Hambright	8/8/2008	30-30S-17W	N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30	Kiowa	KS	20	2249
Booth A Unit	L. Donald Booth and Mary Jane Booth, husband and wife	J. Fred Hambright	8/8/2008	30-30S-17W	N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30	Kiowa	KS	20	2250
Booth A Unit	Amy C. Ring, a single person	J. Fred Hambright	8/8/2008	30-30S-17W	N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30	Kiowa	KS	20	2251
Booth A Unit	Ivan S. Booth, a single man	J. Fred Hambright	8/8/2008	30-30S-17W	N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30	Kiowa	KS	20	2252
Booth A Unit	Barbara Y. Ranney and Lynn Ranney, her husband	J. Fred Hambright	8/8/2008	30-30S-17W	N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30	Kiowa	KS	20	2266
Booth A Unit	Betty Dirks and Keith Dirks, wife and husband	J. Fred Hambright	8/8/2008	30-30S-17W	N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30	Kiowa	KS	20	2270
Churchman Bible #1, #2, #3, #5 #7	Churchman E. Bible and Phoebe M. Bible, his wife	Alden W. Foster	7/13/1934	15-31S-35W	All	Stevens	KS	7	179
Copeland #3 & #8	Copeland Kids Partnership, L.L.P. James D. Copeland, General Partner	Michael A. Davignon	5/1/2001	19-9S-20W	SW4, S2NW4	Rooks	KS	312	680
Cory #1 & #2	Corey D. Johnson and Joanne C. Johnson, husband and wife	Great Eastern Energy & Development Corp.	4/23/2007	8-7S-21W	NE4	Graham	KS	227	840
Cromb A-2 & B-2	A. I Cromb, as AIF for A. H. Cromb	Stanolind Oil and Gas Company	12/19/1942	1-13S-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	48
Cromb A-2 & B-2	Ed J. Robers, et ux	Stanolind Oil and Gas Company	1/18/1943	1-13S-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	51

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Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page
Cromb A-2 & B-2	Bonus Oil Company	Stanolind Oil and Gas Company	1/18/1943	1-13S-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	52
Cromb A-2 & B-2	E. R. Cave, et ux	Stanolind Oil and Gas Company	1/18/1943	1-13S-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	53
Cromb A-2 & B-2	Ray Shaw, et ux	Stanolind Oil and Gas Company	2/5/1943	1-13S-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	54
Cromb A-2 & B-2	A. G. Hardman, et ux	Stanolind Oil and Gas Company	2/3/1943	1-13S-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	55
Cromb A-2 & B-2	Forrest Cave, et ux	Stanolind Oil and Gas Company	2/9/1943	1-13S-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	56
Cromb A-2 & B-2	E. C. Garrison, et ux	Stanolind Oil and Gas Company	2/3/1943	1-13S-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	57
Cromb A-2 & B-2	Christian F. Nies, et al	Stanolind Oil and Gas Company	2/26/1943	1-13S-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	65
Cromb A-2 & B-2	J. W. Nicholson, et ux	Stanolind Oil and Gas Company	2/23/1943	1-13S-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	64
Cromb A-2 & B-2	B. J. Lempenu	Stanolind Oil and Gas Company	1/28/1943	1-13S-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	70
Cromb A-2 & B-2	Ophelia Lamer, et al F. M. Dedrick and Ella Goldean Dedrick, his wife Milfred and Norma Jean DeYoung	Stanolind Oil and Gas Company	3/2/1943	1-13S-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	72
Dedrick #1	D. G. Hansen	D. G. Hansen	12/18/1957	26-5S-21W	SE4, NE4SW4	Norton	KS	14	541
DeYoung #1, #2, #3, #4, #5 #7	Michael A. Davignon	Michael A. Davignon	8/1/2000	33-9S-21W	NE4	Graham	KS	195	146
Dodson #1 & #2	Lemoyne Dodson and Arlene Dodson, husband and wife	Clipper Energy, LLC	12/17/2008	28-9S-21W	SW4	Graham	KS	236	971
	Orville L. Dodson and Melba I. Dodson, husband and wife	Clipper Energy, LLC	12/17/2008	28-9S-21W	SW4	Graham	KS	237	591



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Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page
Greving #1 & #3	Colby J. Greving and Cher R. Greving, husband and wife	Great Eastern Energy & Development Corp.	2/1/2002	4-7S-21W	SW4	Graham	KS	200	673
Greving #2 & #4	Colby J. Greving and Cher R. Greving, husband and wife	Great Eastern Energy & Development Corp.	2/1/2002	4-7S-21W	NE4	Graham	KS	200	675
Gugler B1 & B10	Percy V. Gugler, et al	York State Oil Company	10/4/1935	36-12S-21W	Insofar as lease covers E2	Trego	KS	Y	142
Hadley A3 & A4	Hadley Memorial Hospital Inc. a Corporation of Hays KS	S. J. Peavey and J. Harlan Miller	3/5/1954	20-11S-17W	S2NW4	Ellis	KS	129	78
Hadley A3 & A4	Hadley Memorial Hospital Inc. a Corporation of Hays KS	S. J. Peavey and J. Harlan Miller	10/26/1954	20-11S-17W	S2NW4	Ellis	KS	135	370
Hadley D3, D4, D5 & D11	C. M. Hadley, a single man, et al	Champlin Refining Co.	5/13/1939	20-11S-17W	N2NW4	Ellis	KS	40	99
Hadley D3, D4, D5 & D11	Hadley Memorial Hospital Inc. a Corporation of Hays KS	S. J. Peavey and J. Harlan Miller	5/17/1955	20-11S-17W	N2NW4	Ellis	KS	143	321
Hadley J	The Hadley Foundation, Inc. a Kansas non-for-profit Corporation	J. Fred Hambright	10/12/2007	20-11S-17W	SW4	Ellis	KS	685	209
Hilgers #1	Blanch A. Hilgers Revocable Trust and Jack E. Hilgers Revocable Trust, Steven Hilgers Successor Trustee	Micheal A. Davignon	3/1/2001	18-9S-18W	SW4	Rooks	KS	311	679
Holmes #1	Elmer E. Holmes and Barbara M. Holmes, his wife	Bernard W. Lounsbury	10/22/1971	22-33S-13W	SE4	Barber	KS	141	193
Jacobs #1	The Gladys M. Jacobs Revocable Trust, Vernon E. Jacobs, Trustee	Great Eastern Energy & Development Corp.	5/16/2004	28-6S-21W	NE4	Graham	KS	211	821
Jacobs #1	The Gladys M. Jacobs Revocable Trust, Vernon E. Jacobs, Trustee	Great Eastern Energy & Development Corp.	5/16/2004	28-6S-21W	SE4	Graham	KS	211	819
Johnson A-1	Loren Johnson and Mary Johnson, husband and wife	Great Eastern Energy & Development Corp.	5/15/2004	26-6S-21W	NE4	Graham	KS	211	838
Johnson L-1	Loren Johnson and Mary Johnson, husband and wife	Great Eastern Energy & Development Corp.	5/15/2002	26-6S-21W	NW4	Graham	KS	201	760
Jones Unit	Dorothy Jones Estate, Robert S. Atkisson, Executor	Great Eastern Energy & Development Corp.	6/26/2002	25-7S-21W	NE4	Graham	KS	203	191
Jones Unit	The Vernon E. Jacobs Revocable Trust, Gladys M. Jacobs, Trustee	Great Eastern Energy & Development Corp.	6/26/2002	25-7S-21W	SE4	Graham	KS	202	631

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Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page
Kemper #1	Marcus G. Kemper and Michael J. Kemper, Trustees of the John Kemper Marital Trust UTI John Kemper Rev. Lvg. Trust 10/30/91, et al	Clipper Energy, LLC	10/10/2008	26-5S-21W	NE4, E2NW4	Norton	KS	157A	398
Kenyon #1	Wilbur Kenyon Family Trust, Carroll Kenyon, Trustee	Great Eastern Energy & Development Corp.	6/28/2002	14-7S-21W	SW4	Graham	KS	202	380
Lee #1	Kenneth Holsman and Bobbie Nell Holsman	Great Eastern Energy & Development Corp.	8/9/2006	15-7S-21W	NE4	Graham	KS	222	496
Mid American #1 & #2	Mid-American Oil Co. Gary E. Mulder as AIF for Darrell R. Mulder, a single man	Michael A. Davignon	5/16/2003	25-6S-21W	NW4	Graham	KS	206	307
Mulder #1	J. Fred Hambright	J. Fred Hambright	9/19/2007	27-5S-21W	S2SE4	Norton	KS	151A	71
Parker Unit #1	Illene Emery, a widow	Great Eastern Energy & Development Corp.	1/21/2003	36-6S-21W	N2SE4, SW4SE4	Graham	KS	204	767
Parker Unit #1	Mid-American Oil Co.	Michael A. Davignon	5/29/2003	36-6S-21W	NE4	Graham	KS	206	305
Parker Unit #1	Silas E. Ratcliffe, a single man Sempra Energy Production Company	Great Eastern Energy & Development Corp.	1/21/2003	36-6S-21W	NE4	Graham	KS	204	771
Parker Unit #1	Harold Parker and Fern Parker, husband and wife	Michael A. Davignon	7/6/2003	36-6S-21W	NE4	Graham	KS	206	670
Parker Unit #1	Harold Parker and Fern Parker, husband and wife	Great Eastern Energy & Development Corp.	5/15/2002	36-6S-21W	NW4	Graham	KS	201	772
Parker Unit #1	Harold Parker and Fern Parker, husband and wife	Great Eastern Energy & Development Corp.	5/15/2002	36-6S-21W	SW4	Graham	KS	201	768
Peavey A-4 and A-11	Everal A. Peavey, et ux, et al	Harold W. Patton	12/6/1955	19-11S-17W	NE4	Ellis	KS	148	415
Pfannenstiel #1 and #2	Edward M. Pfannenstiel and Doris Pfannenstiel, his wife Wanda Tyner Trust, Wanda Tyner, Trustee and Ruth Sylvia Jones Trust, Wanda Tyner, Trustee	J. Fred Hambright	11/10/1981	21-14S-18W	NW4	Ellis	KS	318	17
Pozas #1, #2 & #3	Gary E. Kenyon Trust, Gary E. Kenyon, Trustee	Great Eastern Energy & Development Corp.	7/2/2002	14-7S-21W	E2SE4	Graham	KS	203	105
Pozas #1, #2 & #3	Indenture of Trust of Ivan R. Kenyon, Gary Kenyon, Trustee	Great Eastern Energy & Development Corp.	6/28/2002	14-7S-21W	S2NE4, W2SE4	Graham	KS	207	189
Pozas #1, #2 & #3	Henry L. Pozas and Marilyn K. Pozas, Trustees of the Pozas Family Trust	Great Eastern Energy & Development Corp.	6/28/2002	14-7S-21W	S2NE4, W2SE4	Graham	KS	202	473
Pozas #1, #2 & #3	Lawrance Richards and Edna S. Richards, his wife LewAnn G. Schneider, a single woman	Great Eastern Energy & Development Corp.	6/28/2003	14-7S-21W	S2NE4, W2SE4	Graham	KS	206	808
Richards "I" #2 & #3	Lawrance Richards and Edna S. Richards, his wife LewAnn G. Schneider, a single woman	Donald C. Slawson	6/21/1977	28, 33-16S-29W	N2, SW4 of Sec. 28 & N2 of Sec. 33	Lane	KS	41	434
Schneider #1	Clipper Energy, LLC	Clipper Energy, LLC	8/20/2008	27-5S-21W	W2NE4, N2SE4	Norton	KS	156A	420
SSS Hunting Club #1 & #3	SSS Hunting Club, L.L.C., Jim Desbian, General Manager	Great Eastern Energy & Development Corp.	2/12/2003	27-8S-20W	SW4	Rooks	KS	328	214

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Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page
Shaw #1	Larry G. Foster and Ruth Foster, husband and wife & Jack G. and Dawn Foster, husband and wife	TexKan Exploration, LLC	9/25/2011	7-9S-21W	NW4	Graham	KS	252	467
States #1	States AG, L. P.	Great Eastern Energy & Development Corp.	5/26/2004	35-6S-21W	SW4	Graham	KS	210	731
States Vehige #1	States Ag, L.P.	Great Eastern Energy & Development Corp.	6/6/2002	24-6S-21W	SE4	Graham	KS	202	263
States Vehige #1	Cheryl Scott	Great Eastern Energy & Development Corp.	6/10/2002	25-6S-21W	NE4	Graham	KS	202	469
States Vehige #1	Agnes L. Vehige	Great Eastern Energy & Development Corp.	6/10/2002	25-6S-21W	NE4	Graham	KS	202	247
Stephens B-1	Pakkebeir Farms, LLC, Harvey Pakkebeir, Partner	Great Eastern Energy & Development Corp.	6/23/2003	18-5S-21W	SW4	Norton	KS	131A	176
Vacek #1	Howard R. Vacek, a single person, and as Agent and AIF for Evelyn A. Vacek	Clipper Energy, LLC	6/30/2008	9-16S-10W	NW4	Ellsworth	KS	109	648
Vacek #1	Kenneth D. Woods, a single person	Clipper Energy, LLC	6/30/2008	9-16S-10W	NW4	Ellsworth	KS	109	644
Vacek #1	Kerry L. Woods and Evelyn B. Woods, husband and wife	Clipper Energy, LLC	6/30/2008	9-16S-10W	NW4	Ellsworth	KS	109	640
VanDuvall #1 & #2	Novella Hare, a widow	Great Eastern Energy & Development Corp.	2/19/2003	26-7S-21W	SE4	Graham	KS	205	192
VanDuvall #1 & #2	LeRoy Nivens and Joetta B. Nevins, husband and wife	Great Eastern Energy & Development Corp.	6/26/2002	26-7S-21W	SE4	Graham	KS	202	461
VanDuvall #1 & #2	Ernestine VanDuvall, a widow	Great Eastern Energy & Development Corp.	2/19/2003	26-7S-21W	SE4	Graham	KS	204	945
VanDuvall #1 & #2	Orlo VanDuvall	Great Eastern Energy & Development Corp.	6/26/2002	26-7S-21W	SE4	Graham	KS	202	477
VanDuvall #1 & #2	Vernon V. VanDuvall	Great Eastern Energy & Development Corp.	6/26/2002	26-7S-21W	SE4	Graham	KS	202	637
Voss A-1	Roy L. Voss and Marilyns K. Voss, husband and wife	Baird Oil Company, LLC	10/29/2005	9-6S-21W	NW4	Graham	KS	218	336
Wasinger A1, A2, A5	B. Anderson	Cities Service Oil Company	6/14/1946	21-11S-18W	SW4	Ellis	KS	58	79
Wasinger A1, A2, A5	Iola R. Kippes and A. L. Kippes, her husband	Cities Service Oil Company	6/24/1946	21-11S-18W	SW4	Ellis	KS	58	75
Wasinger A1, A2, A5	Mary Kippes and J.C. Kippes, her husband	Cities Service Oil Company	6/14/1946	21-11S-18W	SW4	Ellis	KS	58	73
Wasinger A1, A2, A5	Frank S. Wasinger, a widower, et al	Cities Service Oil Company	6/14/1946	21-11S-18W	SW4	Ellis	KS	58	70
Wasinger A1, A2, A5	H. L. Whiteside, single	Cities Service Oil Company	6/20/1946	21-11S-18W	SW4	Ellis	KS	58	88
Wasinger A1, A2, A5 Wasinger C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13, C14, C15 & C16	Olga Jones Willis, a widow	Cities Service Oil Company	6/20/1946	12-11S-18W	SW4	Ellis	KS	58	77
	Lario Oil & Gas Company	Kaiser-Francis Oil Co.	12/2/1997	28-11S-18W	NE4	Ellis	KS	444	736

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Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page
Wasinger C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13, C14, C15 & C16	F. S. Wasinger aka Frank S. Wasinger, a widower, et al	Shell Oil Company, Inc.	6/6/1947	28-115-18W	NE4	Ellis	KS	64	389

**EXHIBIT A-2**

**WELLS**

See attached.

## Exhibit A-2

Attached to and made a part of that certain Assignment and Bill of Sale by and between WM KS Energy Resources, LLC as Assignor and TexKan Resources, LLC as Assignee

Well Name	Well Status	API #	Location	Sec	Twp	Range	County	State
Alan #1	Producing	15-065-23189	NW/SW/SW	24	6S	21W	Graham	Kansas
Alexander #1	Producing	15-065-22868	SE/SW/NW	25	7S	21W	Graham	Kansas
Alexander #2	Producing	15-065-22895	SW/NE/NW/NW	25	7S	21W	Graham	Kansas
Alexander #3	Producing	15-065-22917	NE/SE/NW/SW	25	7S	21W	Graham	Kansas
Alexander #4	Producing	15-065-22933	NE/NE/NE/NE	26	7S	21W	Graham	Kansas
Alexander #5	Producing	15-065-23198	NW/SE/NW	25	7S	21W	Graham	Kansas
Alexander-Dowdell #1	Producing	15-065-22866	SE/SE/NE	23	7S	21W	Graham	Kansas
Benoit #1	Producing	15-163-23406	SE/NW/NW	6	8S	20W	Rooks	Kansas
Berland #2	Producing	15-065-23352	S2/SE/SE	28	7S	21W	Graham	Kansas
Billips Brothers A-1	Producing	15-065-22831	NW/SE/SE/SE	3	7S	21W	Graham	Kansas
Billips Brothers B-1	Producing	15-065-22833	S2/S2/NE/NE	10	7S	21W	Graham	Kansas
Billips Brothers B-2	Producing	15-065-22847	S2/S2/NW/SW	3	7S	21W	Graham	Kansas
Billips Brothers B-3	Producing	15-065-22862	NE/SW/NE	3	7S	21W	Graham	Kansas
Booth Unit #1	Producing	15-097-20163	SE/SE/NW	19	30S	17W	Kiowa	Kansas
Booth A #1	Producing	15-097-21702	NW/SE/SE/NW	30	30S	17W	Kiowa	Kansas
Churchman Bible #1	Producing	15-189-20936	NE/NE/NW	15	31S	35W	Stevens	Kansas
Churchman Bible #2	Producing	15-189-20982	N2/S2/NE/NE	15	31S	35W	Stevens	Kansas
Churchman Bible #3	Producing	15-189-21087	C/SW/NE	15	31S	35W	Stevens	Kansas
Churchman Bible #5	Producing	15-189-22777	C/NW/NE	15	31S	35W	Stevens	Kansas
Copeland #3	Producing	15-163-23624	W2/SW	19	9S	20W	Rooks	Kansas
Copeland #8	Producing	15-163-02251-0001	NE/SW/NW	19	9S	20W	Rooks	Kansas
Cory #1	Producing	15-065-23346	NE/NW/NE	8	7S	21W	Graham	Kansas
Cory #2	Producing	15-065-23483	SW/NW/NE/NE	8	7S	21W	Graham	Kansas
Dedrick #1	Producing	13-137-00544	SW/NW/NE/SW	26	5S	21W	Norton	Kansas
DeYoung #1	Producing	15-065-22801	N2/SW/NE	33	9S	21W	Graham	Kansas
DeYoung #2	Producing	15-065-23450	NW/SW/NE/NE	33	9S	21W	Graham	Kansas
DeYoung #3	Producing	15-065-23485	SW/NW/NE	33	9S	21W	Graham	Kansas
DeYoung #4	Producing	15-065-23486	SE/NW/NE	33	9S	21W	Graham	Kansas
DeYoung #5	Producing	15-065-23508	SE/SW/NE	33	9S	21W	Graham	Kansas
DeYoung #7	Producing	15-065-01508-0001	NW/SE/NE	33	9S	21W	Graham	Kansas
Dodson #1	Producing	15-065-23521	SE/ SW/ SW	28	9S	21W	Graham	Kansas
Dodson #2	Producing	15-065-23791	SW/SW/SW	28	9S	21W	Graham	Kansas
Greving #1	Producing	15-065-22832	SE/NW/NE/SW	4	7S	21W	Graham	Kansas
Greving #2	Producing	15-065-22839	N2/SE/SE/NE	4	7S	21W	Graham	Kansas
Greving #3	Producing	15-065-23320	SE/NW/SW	4	7S	21W	Graham	Kansas
Greving #4	Producing	15-065-23347	SE/NW/NE	4	7S	21W	Graham	Kansas
Gugler B-1	Producing	15-195-32465	W2/SE/SE	36	12S	21W	Trego	Kansas
Gugler B-10	Producing	15-195-20049	SE/SW/SE	36	12S	21W	Trego	Kansas
Hadley A-3	Producing	15-051-05501	NW/SW/NW	20	11S	17W	Ellis	Kansas
Hadley A-4	Producing	15-051-05502	NE/SW/NW	20	11S	17W	Ellis	Kansas
Hadley D-3	Producing	15-051-02235	NW/NW/NW	20	11S	17W	Ellis	Kansas
Hadley D-4	Producing	15-051-02236	C/W2/NW/NW	20	11S	17W	Ellis	Kansas
Hadley D-5	Producing	15-051-02237	SE/NW/NW	20	11S	17W	Ellis	Kansas
Hadley D-11	Producing	15-051-25689	SW/NW/NW	20	11S	17W	Ellis	Kansas
Hadley J-1	Producing	15-051-03331	NW/SW/SW/SW	20	11S	17W	Ellis	Kansas
Hilgers #1	Producing	15-163-23328	NW/SE/SW	18	9S	18W	Ellis	Kansas
Holmes #1	Producing	15-007-20205	C/W2/SE	22	33S	13W	Barber	Kansas
Jacobs #1	Producing	15-065-23153	SE/SW/SE/NE	28	6S	21W	Graham	Kansas
Johnson A-1	Producing	15-065-23045	NW/NW/NE	26	6S	21W	Graham	Kansas
Johnson L-1	Producing	15-065-22919-0001	SW/NE/NW	26	6S	21W	Graham	Kansas
Jones Unit #1	Producing	15-065-22872	SW/SW/NE	25	7S	21W	Graham	Kansas
Kemper #1	Producing	15-137-20496	NE/NE/NW	26	5S	21W	Norton	Kansas
Kenyon #1	Producing	15-065-22966	SW/NW/SE/SW	14	7S	21W	Graham	Kansas
Lee #1	Producing	15-065-23241	SW/NE/NE	15	7S	21W	Graham	Kansas
Mid American #1	Producing	15-065-22920	SE/SW/NW	25	6S	21W	Graham	Kansas
Mid American #2	Producing	15-065-23049	SW/NW/NE/NW	25	6S	21W	Graham	Kansas
Mulder #1	Producing	15-137-20440-0001	NW/SE/SE	27	5S	21W	Norton	Kansas
Parker Unit #1	Producing	15-065-22953	NW/NW/NW/SE	36	6S	21W	Graham	Kansas
Peavey A-11	Producing	15-051-25688	SE/NE/NE	19	11S	17W	Ellis	Kansas
Pfannenstiel #1	Producing	15-051-23738	C/NW/NW/NW	21	14S	18W	Ellis	Kansas
Pfannenstiel #2	Producing	15-051-01011-0001	SW/NW/NW	21	14S	18W	Ellis	Kansas
Pozas #1	Producing	15-065-22937	E2/SE/SW/SE	14	7S	21W	Graham	Kansas
Pozas #2	Producing	15-065-22945	NE/NE/SW/SE	14	7S	21W	Graham	Kansas

## Exhibit A-2

Attached to and made a part of that certain Assignment and Bill of Sale by and between WM KS Energy Resources, LLC as Assignor and TexKan Resources, LLC as Assignee

Well Name	Well Status	API #	Location	Sec	Twp	Range	County	State
Pozas #3	Producing	15-065-22967	N2/SW/NE/SE	14	7S	21W	Graham	Kansas
Richards "I" #2	Producing	15-101-20284	SE/NW/NE	33	16S	29W	Lane	Kansas
Richards "I" #3	Producing	15-101-20824	W2/E2/W2/NW	28	16S	29W	Lane	Kansas
Schneider #1	Producing	15-137-20495	NW/SW/NE	27	5S	21W	Norton	Kansas
SSS Hunting Club #1	Producing	15-163-23410	NW/NE/SW	27	8S	20W	Rooks	Kansas
Shaw #1	Producing	15-065-23830	NW/NW/NW	7	9S	21W	Graham	Kansas
States #1	Producing	15-065-22975	N2/NE/SE/SW	35	6S	21W	Graham	Kansas
States Vehige #1	Producing	15-065-22910	SE/SW/SW/SE	24	6S	21W	Graham	Kansas
Stephens B-1	Producing	15-137-20238	C/NW/NE/SW	18	5S	21W	Norton	Kansas
Vacek #1	Producing	15-053-21230	SW/SW/NW	9	16S	10W	Ellsworth	Kansas
VanDuvall #1	Producing	15-065-22893	S2/N2/NW/SE	26	7S	21W	Graham	Kansas
VanDuvall #2	Producing	15-065-23319	NE/NW/SE	26	7S	21W	Graham	Kansas
Voss A-1	Producing	15-065-23154	SE/SE/NW	9	6S	21W	Graham	Kansas
Wasinger A-1	Producing	15-051-04862	C/NE/SE/SW	21	11S	18W	Ellis	Kansas
Wasinger A-2	Producing	15-051-04863	NE/NE/SW	21	11S	18W	Ellis	Kansas
Wasinger A-5	Producing	15-051-05077	NE/NW/SW	21	11S	18W	Ellis	Kansas
Wasinger C-1	Producing	15-051-26326	NE/NE/NE	28	11S	18W	Ellis	Kansas
Wasinger C-2	Producing	15-051-26327	NE/SE/NE	28	11S	18W	Ellis	Kansas
Wasinger C-3	Producing	15-051-19023	NE/NW/NE	28	11S	18W	Ellis	Kansas
Wasinger C-4	Producing	15-051-05224	SW/NE/NE	28	11S	18W	Ellis	Kansas
Wasinger C-5	Producing	15-051-26349	SE/SE/NE	28	11S	18W	Ellis	Kansas
Wasinger C-6	Producing	15-051-26245	NE/SW/NE	28	11S	18W	Ellis	Kansas
Wasinger C-7	Producing	15-051-05227	NE/NW/NW/NE	28	11S	18W	Ellis	Kansas
Wasinger C-8	Producing	15-051-26328	NW/SW/NE	28	11S	18W	Ellis	Kansas
Wasinger C-9	Producing	15-051-05510	NW/SE/NW/NE	28	11S	18W	Ellis	Kansas
Wasinger C-10	Producing	15-051-26350	SW/NW/NE	28	11S	18W	Ellis	Kansas
Wasinger C-11	Producing	15-051-25683	NW/NE/NE	28	11S	18W	Ellis	Kansas
Wasinger C-12	Producing	15-051-25684	NW/SE/NE	28	11S	18W	Ellis	Kansas
Wasinger C-13	Producing	15-051-26213	SW/SE/NE	28	11S	18W	Ellis	Kansas
Wasinger C-14	Producing	15-051-26222	SE/SW/NE	28	11S	18W	Ellis	Kansas
Wasinger C-15	Producing	15-051-26306	SE/NE/SE	28	11S	18W	Ellis	Kansas
Wasinger C-16	Producing	15-051-26351	SW/SW/NE	28	11S	18W	Ellis	Kansas
Bethel #1	SWD	15-065-23061-0001	SW/NW/NE/SE	1	8S	21W	Graham	Kansas
Copeland #2	SWD	15-163-02246-0001	C/SW/NW/SW	19	9S	20W	Rooks	Kansas
Cox A #2	SWD	15-065-19003-0003	SW/NE/NW	33	9S	21W	Graham	Kansas
Cromb #4	SWD	15-195-19014	NE/NW/SE	1	13S	21W	Trego	Kansas
Dodson #3	SWD	15-065-01138-0002	SE/SW/SW	28	9S	21W	Graham	Kansas
Grubbstake #1	SWD	15-065-22848	NW/SW/NE	9	7S	21W	Graham	Kansas
Hadley B-4	SWD	15-051-24302-0001	SE/NW/SW	20	11S	17W	Ellis	Kansas
Holsman #1	SWD	15-065-00078-0001	SE/SE/SE	27	7S	21W	Graham	Kansas
Keiswetter #1	SWD	15-065-00061-0001	SE/SE/SE	17	7S	21W	Graham	Kansas
Parker #1	SWD	15-065-00037-0001	C/SW/SW/SW	36	6S	21W	Graham	Kansas
Pennington #1	SWD	15-065-23242-0001	NE/SW/NE	34	6S	21W	Graham	Kansas
Richard "I" #1	SWD	15-101-20270-0001	NE/NW/NE	33	16S	29W	Lane	Kansas
SSS Hunting Club #2	SWD	15-163-23440	SW/SE/SE	27	8S	20W	Rooks	Kansas
Wasinger B-1	SWD	15-051-03723-0001	NE/SE/NW	21	11S	18W	Ellis	Kansas
Wasinger C-17	SWD	15-051-26331	N2/S2/NE	28	11S	18W	Ellis	Kansas
Wilttrout D #3	SWD	15-051-19025-0001	NE/NW/SE/NW	27	5S	21W	Norton	Kansas
Alexander-Dowdell #2	TA'd	15-065-23331	NW/SW/NW	23	7S	21W	Graham	Kansas
Billips Brothers A-2	TA'd	15-065-23321	SW/NE/SE	3	7S	21W	Graham	Kansas
Churchman Bible #7	TA'd	15-189-22782	C/SE/NE	15	31S	35W	Stevens	Kansas
Cromb A-2	TA'd	15-195-01131-0001	SE/SW/NE	1	13S	21W	Trego	Kansas
Cromb B-2	TA'd	15-195-22248	SW/SE/NE	1	13S	21W	Trego	Kansas
Peavey A-4	TA'd	15-051-02244	SW/NE/NE	19	11S	17W	Ellis	Kansas
SSS Hunting Club #3	TA'd	15-163-23625	NE/NW/SW	27	8S	20W	Rooks	Kansas

**EXHIBIT A-3**

**VEHICLES**

See attached.



**Exhibit A-3**

**Attached to and made a part of that certain Assignment and Bill of Sale by and between WM KS Energy Resources, LLC as Assignor and TexKan Resources, LLC as Assignee.**

1. 2014 Ford F250 (VIN # 1FT7W2B6XEEA73932)
2. 2007 Ford F150 (VIN # 1FTPW14V87KB91108)

## SALT WATER DISPOSAL AGREEMENT

This agreement made and entered into this 1st day of May, 2015, by and between **SSS HUNTING CLUB, LLC**, herein called Lessor, and **WM KS ENERGY RESOURCES, LLC**, herein called Lessee.

NOW WHEREAS, Lessor is the owner of the following described real estate located in Rooks County, Kansas, to-wit:

Southeast Quarter (SE/4) of Section Twenty-Seven (27), Township Eight (8) South, Range Twenty (20) West of the 6<sup>th</sup> P.M.,

AND WHEREAS, Lessee is the owner and operator of oil and gas leases in the vicinity of the above described real property.

AND WHEREAS, Lessee desires to dispose of off lease salt water and other oilfield brines from oil and gas leases owned and/or operated by the Lessee in the vicinity of the above described real property and into the salt water disposal which is located thereon.

NOW THEREFORE, for and in consideration of these premises the parties agree as follows:

1. Lessor does hereby let and lease unto Lessee the right and privilege to operate, maintain and repair the aforesaid salt water disposal well for the purpose of disposing and injecting therein salt water and oilfield brines which may be produced from wells situated on leases in the vicinity of the above described oil and gas lease together with the right of ingress and egress thereto at all times for the purposes of repairing and maintaining said disposal wells for said purposes and together with the right to lay, construct, re-construct, repair and maintain lines over and across the lands covered by the aforesaid oil and gas lease to said disposal well.

2. Lessee agrees that it will manage and operate said well for salt water disposal purposes in a good and workmanlike manner and will, at all times, keep any salt water and other oilfield brines safely confined within the lines, tanks and appurtenances to said well; that Lessee will pay to Lessor its actual damages which may be sustained to said lands and/or any growing crops on said lands which may at any time be damaged by any construction, operation or maintenance of said disposal well and the lines, connections and appurtenances thereto.

Received for record at 11:45 o'clock A. M. on 29 day  
 State of Kansas) June 2015, and recorded in Book 469 of  
 Rooks County) Records at Page 384  
 Register of Deeds Rodney Spick

3. Lessee further agrees to pay to the Lessor the annual sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) for each lease from which salt water or other oilfield Brines are disposed. The first said annual rental shall be paid immediately upon execution of this Agreement. Thereafter annual rentals are due and payable on or before the 1st day of May in each succeeding year. Should any lease be added to the use of the disposal during the year the rental for the remaining portion of that year shall be pro-rated from the date that the disposal into the disposal well begins and thereafter the full annual rental shall be due and payable as stated hereinabove. The Lessee shall not be entitled to a pro-ration of any years rental on leases as they are terminated from the use of the above described salt water disposal well.

4. Lessee shall have the right at all times to disconnect any well or lease from said disposal well in which event no further rental therefore shall be payable but no such disconnection shall entitle Lessee to any refund or proration of previously paid rentals.

5. This Salt Water Disposal Agreement shall continue in full force and effect for an initial term of five (5) years from and after the date hereof. At expiration of said five (5) year term the Lessee may extend the term of this Salt Water Disposal Agreement for an additional five (5) years, at Lessees option, further provided that the Parties agree that compensation for the additional five (5) year term of the Agreement shall be an amount not to exceed twenty-five percent (25%) of the compensation provided for herein not to exceed an increase of not greater than twenty-five percent (25%) of the compensation provided for herein. In the event the Lessee wishes to continue said Salt Water Disposal Agreement beyond the initial term and said option term totaling ten (10) years the Parties will negotiate, in good faith, an extension, continuation and renewal of this Agreement at that time.

6. If at any time the Lessee fails to make a rental payment as called for hereinabove his right to utilize this salt water disposal well shall not terminate until the Lessee has been given notification by the Lessor of such failure to pay rentals and the Lessee shall have thirty (30) days from and after the date of receipt of such notification in which to pay all such unpaid rentals. In the event that such payment is made by Lessee it shall be deemed no breach of this Agreement has occurred and the Agreement shall continue in full force and effect under and pursuant to the terms hereof.

7. Lessee agrees that it shall be responsible for the maintenance of locked gates and all roadways on, over and across, and by which access is gained to the salt water disposal well contemplated hereunder. Gates shall be locked at all times, except when necessary to allow access to salt water disposal well by the Lessee. FURTHER, the Lessee acknowledges and agrees that all water disposed of into the said water disposal well shall be by buried pipeline. No trucked water shall be allowed to be disposed of into the salt water disposal well unless the Lessee obtains the prior written consent of the Lessor.

8. Lessee shall have the right at any time to terminate his use and maintenance of said salt water disposal facility and upon such determination shall have a reasonable time thereafter in which to remove from the salt water disposal premises all property which Lessee may have constructed and used in the operation and maintenance of said salt water disposal well and upon such termination Lessee shall properly plug and abandon any salt water disposal well and restore the surface of said lands to its natural condition as nearly as may be practical.

9. The terms and provisions hereof shall constitute the entire agreement by and between these parties and shall not be subject to alteration, change or modification except in writing signed by the parties hereto and shall be and remain in full force and effect as between these parties, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, these presents have been executed the date and year first above written.

LESSOR:

LESSEE:

SSS HUNTING CLUB, LLC.

WM KS ENERGY RESOURCES, LLC.

By:

[Signature]  
By Bill James Desbrien

By:

[Signature]  
By Shawn Hill  
PRESIDENT

STATE OF KANSAS

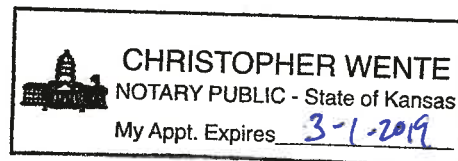
COUNTY OF ELLIS, ss:

BE IT REMEMBERED, that on this 16<sup>th</sup> day of April, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James Desbrien of SSS HUNTING CLUB, LLC, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, on the day and year last above written

[Signature]  
Notary Public

My Appointment Expires: 3-1-2019



STATE OF TEXAS

COUNTY OF MIDLAND, ss:

BE IT REMEMBERED, that on this 4 day of May, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Shawn Hill, Pres. of **WM KS ENERGY RESOURCES, LLC.**, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, on the day and year last above written

Michele Garcia

Notary Public

My Appointment Expires: \_\_\_\_\_



**BRAMMER**  
**ENGINEERING, INC.**  
*Outsourcing to E&P since 1968*

400 Texas Street, Suite 600  
Shreveport, LA 71101  
318.429.2345 o  
318.429.2340 f  
www.brammer.com



April 27, 2017

SSS Hunting Club, LLC  
c/o James Desbien  
884 Riverview Road  
Plainville, KS 67663

RE: TXKAN  
SSS Hunting Club LLC #2 SWD  
Rooks County, KS

Dear Mr. Desbien,

I am enclosing Brammer check no. 900431 in the amount of \$3,750.00 which represents the salt water disposal lease annual payment, covering the time period from May 1, 2016 through May 1, 2017.

Please acknowledge your receipt of this payment by signing in the space provided below and returning one copy of this letter to my attention in the enclosed self-addressed, stamped envelope at your earliest convenience. If you have any questions at any time, please feel free to contact me at (318) 429-2383. Thank you for your cooperation.

Sincerely,

Michelle Josting,  
Land – Legal Assistant

Enclosures

RECEIVED AND ACCEPTED THIS 15<sup>th</sup> DAY OF May, 2017.

James Desbien, General Manager



SSS HUNTING CLUB, LLC.

3,750.00

053087

Rooks KS

\*\*\*\*\* NET AMOUNT \*\*\*\*\*

3,750.00

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES

BRAMMER ENGINEERING, INC.  
400 Texas Street, Suite 600  
Shreveport, Louisiana 71101  
(318) 429-2370

JPMorgan Chase Bank, N.A.  
Baton Rouge, LA  
84-13/654

No 900431

CHECK DATE  
04/25/2017

CHECK AMOUNT  
\$\*\*3,750.00

PAY Three Thousand Seven Hundred Fifty Dollars and No Cents\*\*

Brammer Engineering, Inc. Operating Account

TO THE  
ORDER  
OF

SSS HUNTING CLUB, LLC  
ATTN: JAMES DESBIEN  
884 RIVERVIEW ROAD  
PLAINVIEW, KS 67663



Void After 180 Days

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

⑈000900431⑈ ⑆065400137⑆ 937638690⑈