

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: _____

Title: _____

Signature: _____

Oil / Gas Purchaser: _____

Date: _____

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 _____
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KANSAS CORPORATION COMMISSION
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Form KSONA-1

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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: _____

Received for record at 9:00 o'clock A-M

State of Kansas) on 5 day Feb-20 18, and recorded
Rooks County) in Book 491 of Records at Page 447-477
Register of Deeds Rosalee Sprick

Photo
Direct
In Direct
Numerical
Checked



ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") is made by and between Woodway Oil & Gas – KS-I, LLC, a Delaware limited liability company ("Assignor"), and Mid-Con Development, LLC, a Kansas limited liability company ("Assignee"). 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 "Sale Agreement"), by and between Assignor and Assignee.

1. Assignment. 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 "Assets"):

(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 A-1, the Wells described in Exhibit A-2 and shown in Exhibit A-3, and all oil, gas and mineral interests of Assignor in the Lands, and the oil, gas and other hydrocarbons (the "Hydrocarbons") 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 Exhibit A-4;

(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,

Enr.
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 "Records"), 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.

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. Assumption of Assumed Obligations. 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 ("Losses"), 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 "Assumed Liabilities"). 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. Sale Agreement. This Assignment is being delivered pursuant to and is subject to

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

4. Disclaimers. EXCEPT AS SPECIFICALLY SET FORTH IN THE SALE 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 WARRANTIES CONTAINED IN THIS SECTION 4 ARE "CONSPICUOUS 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 AGREES THAT ASSIGNOR IS CONVEYING THE ASSETS WITHOUT 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 PARTICULAR PURPOSE, (E) ABSENCE OF LATENT DEFECTS, (F) ENVIRONMENTAL CONDITION OF THE ASSETS, (G) VALUE, OR (H) ANY OTHER MATTER WHATSOEVER, IT BEING UNDERSTOOD THAT, EXCEPT AS 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. Effective Date. This Assignment is effective January 1, 2018, at 7:00 a.m. (local time where the Assets are located) (the "Effective Date").

6. Governing Law; Venue. 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. Counterparts/Facsimile Signatures. 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.]

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: N. M. Avery
NAME: N. M. AVERY
TITLE: President

ASSIGNEE

MID-CON DEVELOPMENT, LLC

BY: _____
NAME: _____
TITLE: _____

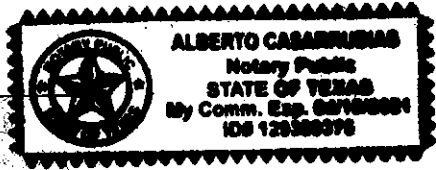
STATE OF Texas)
) SS.
COUNTY OF Harris)

This instrument was acknowledged before me on this 29 day of December, 2017, by N.M. Aven as President of Woodway Oil & Gas - KS-I, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public in and for the
State of Texas

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)

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.

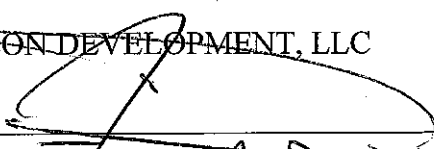
ASSIGNOR

WOODWAY OIL & GAS – KS-I, LLC

BY: _____
NAME: _____
TITLE: _____

ASSIGNEE

MID-CON DEVELOPMENT, LLC

BY:  _____
NAME: James A. Doris
TITLE: President

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)

~~STATE OF~~ PROVINCE OF ONTARIO)
) SS.
COUNTY OF GRENVILLE)

This instrument was acknowledged before me on this 29 day of December, 2017, by James A. Doris as President of Mid-Con Development, LLC, a Kansas limited liability company, on behalf of said limited liability company.

Ashton Cynthia Mayes

Notary Public in and for the
State of ONTARIO
PROVINCE

My commission expires:

(SEAL)

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

EXHIBIT A-1

ELLIS COUNTY, KANSAS**OSWALD "A" LEASE**

Lessor: E. Oswald, et ux.
 Lessee: J. E. Missimer
 Date: April 14, 1922
 Recorded: Book 1, Page 161
 Description: T12S-R16W
 Section 11: SW/4
 Warranted Interest: WI: 96.86205% NRI: 82.754380%

OSWALD "B" LEASE

Lessor: Edward C. Oswald, et al.
 Lessee: Margaretta Billings
 Date: January 9, 1937
 Recorded: Book 34, Page 289
 Description: T12S-R16W
 Section 11: W/2 SE/4
 Warranted Interest: WI: 100% NRI: 85.5%

Lessor: Maddy B. Oswald, et al.
 Lessee: A. E. Sealy
 Date: April 16, 1937
 Recorded: Book 34, Page 25
 Description: T12S-R16W
 Section 11: W/2 SE/4
 Warranted Interest: WI: 100% NRI: 85.5%

Lessor: Fern Adams Goodman, et ux.
 Lessee: Margaretta Billings
 Date: June 30, 1937
 Recorded: Book 34, Page 67
 Description: T12S-R16W
 Section 11: W/2 SE/4
 Warranted Interest: WI: 100% NRI: 85.5%

Lessor: Joseph H. Liggett Estate

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

SMITH LEASE

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

SMITH "A" LEASE

Lessor: W. E. Smith
 Lessee: Margaretta Billings
 Date: January 5, 1937
 Recorded: Book 32, Page 9
 Description: T12S-R16W
 Section 14: W/2 NE/4
 Warranted Interest: 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 Interest: WI: 100% NRI: 79.25%

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 Interest: WI: 100% NRI: 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 Interest: 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 Interest: 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 Interest: WI: 100% NRI: 80.031244%

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 Interest: WI: 100% NRI: 73%

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

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 Interest: WI: 100% NRI: 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 Interest: WI: 100% NRI: 80.031244%

STAMPER "G" LEASE

BK 049 | PG 458

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 Interest: WI: 100% 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 Interest: 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 Interest: WI: 100% NRI: 80.031244%

Lessor: Emery J. Stamper, et ux.
 Lessee: Black Petroleum, Inc.
 Date: October 5, 1970
 Recorded: Book 101, Page 222
 Description: T8S-R17W
 Section 32: West 60 acres of NE/4
 Warranted Interest: WI: 100% NRI: 80.031244%

STAMPER "E" LEASE

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

BK 049 | PG 459

Date: October 20, 1970
 Recorded: Book 106, Page 88
 Description: T8S-R17W
 Section 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 Interest: 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 Interest: 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 Interest: WI: 100% NRI: 85.5%

ALLPHIN LEASE

Lessor: Allphin Family Trust #1

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

JEROME LEASE

Lessor: Theresa L. Jerome
 Lessee: Posse Energy, Ltd.
 Date: October 10, 2013
 Recorded: Book 451, Page 160
 Description: T9S-R19W
 Section 18: N/2 SW/4
 Warranted Interest: WI: 100% 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 Interest: WI: 100% NRI: 82.375%

STULL "B" LEASE

BK 049 | PG 46 |

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
 Section 8: N/2 SW/4
 Warranted Interest: WI: 100% NRI: 82.375%

Lessor: Lee Couture, et ux.
 Lessee: Posse Energy, Ltd.
 Date: November 12, 2012
 Recorded: Book 438, Page 452
 Book 472, Page 557
 Description: T9S-R19W
 Section 8: N/2 SW/4
 Warranted Interest: WI: 100% NRI: 82.375%

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 Interest: WI: 100% NRI: 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 Interest: WI: 100% NRI: 80.8125%

Lessor: Elda Lovin
 Lessee: Posse Energy, Ltd.

Date: August 3, 2005
Recorded: Book 351, Page 582
Description: T10S-R19W
Section 11: W/2
Warranted Interest: WI: 100% NRI: 80.8125%

Lessor: Patricia Anne Boule, et vir.
Lessee: Posse Energy, Ltd.
Date: August 3, 2005
Recorded: Book 354, Page 275
Description: T10S-R19W
Section 11: W/2
Warranted Interest: WI: 100% NRI: 80.8125%

Lessor: Doris Stromberger
Lessee: Posse Energy, Ltd.
Date: January 17, 2006
Recorded: Book 356, Page 195
Description: T10S-R19W
Section 11: W/2
Warranted Interest: 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 Interest: 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 Interest: WI: 100% NRI: 80.8125%

Lessor: Lois G. Latman
Lessee: Posse Energy, Ltd.
Date: January 17, 2006
Recorded: Book 356, Page 201
Description: T10S-R19W

Section 11: W/2
Warranted Interest: 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 Interest: 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 Interest: WI: 100% NRI: 82.375%

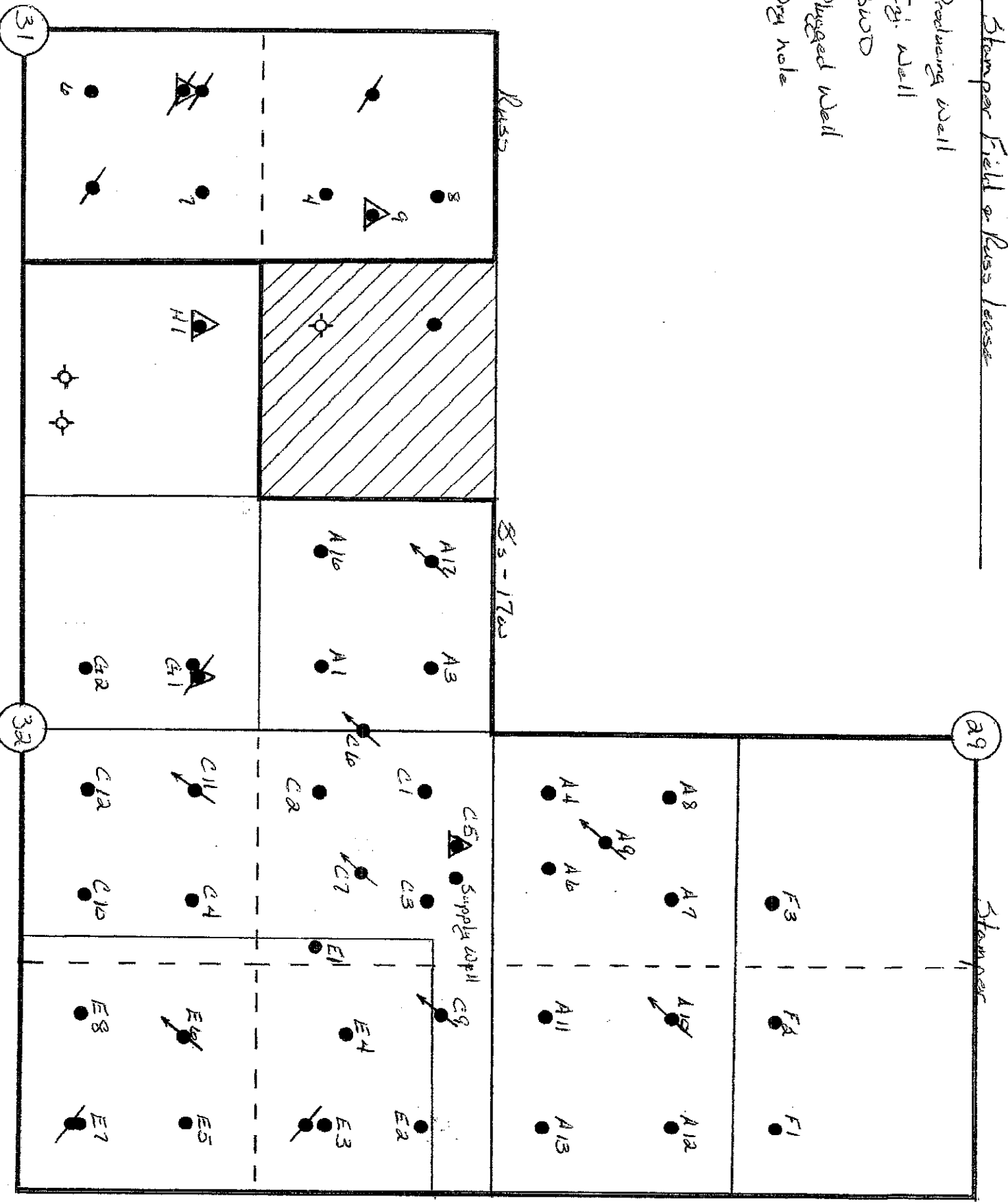
Property Number	County	Well Name	Area	Legal Description
46	2025234	Ellis	OSWALD B5R	Blue Hill W2/SE4 11-12S-16W
47	2025151	Ellis	OSWALD B7	Blue Hill W2/SE4 11-12S-16W
48	2025151	Ellis	OSWALD B12	Blue Hill W2/SE4 11-12S-16W
49	2025151	Ellis	OSWALD B16 (Injector)	Blue Hill W2/SE4 11-12S-16W
50	2025240	Ellis	OSWALD B17	Blue Hill W2/SE4 11-12S-16W
51	2025151	Ellis	OSWALD B18	Blue Hill W2/SE4 11-12S-16W
52	2025210	Ellis	OSWALD B19	Blue Hill W2/SE4 11-12S-16W
53	2027174	Rooks	RUSS B 4	Stamper South E2/NE4 31-8S-17W
54	2027184	Rooks	RUSS B 6	Stamper South E2/NE4 31-8S-17W
55	2027182	Rooks	RUSS B 7	Stamper South E2/NE4 31-8S-17W
56	2027145	Rooks	RUSS B 8	Stamper South E2/NE4 31-8S-17W
57	2027101	Rooks	RUSS B 9 (SWD)	Stamper South NE4/NE4 31-8S-17W
58	2025174	Ellis	SMITH 2	Blue Hill NW4 14-12S-16W
59	2025174	Ellis	SMITH 3	Blue Hill NW4 14-12S-16W
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
63	2025174	Ellis	SMITH 11	Blue Hill NW4 14-12S-16W
64	2025174	Ellis	SMITH 12 (Injector)	Blue Hill NW4 14-12S-16W
65	2025174	Ellis	SMITH 13	Blue Hill NW4 14-12S-16W
66	2025174	Ellis	SMITH 14	Blue Hill NW4 14-12S-16W
67	2025174	Ellis	SMITH 15	Blue Hill NW4 14-12S-16W
68	2025219	Ellis	SMITH A2 (SWD)	Blue Hill W2/NE4 14-12S-16W
69	2027214	Ellis	SMITH A6	Blue Hill W2/NE4 14-12S-16W
70	2025176	Ellis	SMITH A7R	Blue Hill W2/NE4 14-12S-16W
71	2025225	Ellis	SMITH A8R	Blue Hill W2/NE4 14-12S-16W
72	2025176	Ellis	SMITH A9	Blue Hill W2/NE4 14-12S-16W
73	2025176	Ellis	SMITH A12	Blue Hill W2/NE4 14-12S-16W
74	2025176	Ellis	SMITH A13	Blue Hill W2/NE4 14-12S-16W
75	2025176	Ellis	SMITH A14	Blue Hill W2/NE4 14-12S-16W
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 32-8S-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	2027100	Rooks	STAMPER A12	Stamper South S2/SE4 29-8S-17W
87	2027100	Rooks	STAMPER A13	Stamper South S2/SE4 29-8S-17W
88	2027139	Rooks	STAMPER A16	Stamper South NE4/NW4 32-8S-17W
89	2027143	Rooks	STAMPER A17 (Injector)	Stamper South NE4/NW4 32-8S-17W
90	2027105	Rooks	STAMPER C1	Stamper South W2/NW4 32-8S-17W
91	2027105	Rooks	STAMPER C2	Stamper South W2/NW4 32-8S-17W
92	2027215	Rooks	STAMPER C3	Stamper South W2/NW4 32-8S-17W
93	2027105	Rooks	STAMPER C4	Stamper South W2/NW4 32-8S-17W
94	2027212	Rooks	STAMPER C5 (SWD)	Stamper South NE/NW/NE 32-8S-17W
95	2027105	Rooks	STAMPER C6 (Injector)	Stamper South W2/NW4 32-8S-17W
96	2027105	Rooks	STAMPER C7 (Injector)	Stamper South W2/NW4 32-8S-17W

Property Number	County	Well Name	Area	Legal 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	STAMPER 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 G1	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	S2/SW4	8-9S-19W
120	2027193	Rooks	STULL B1 (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

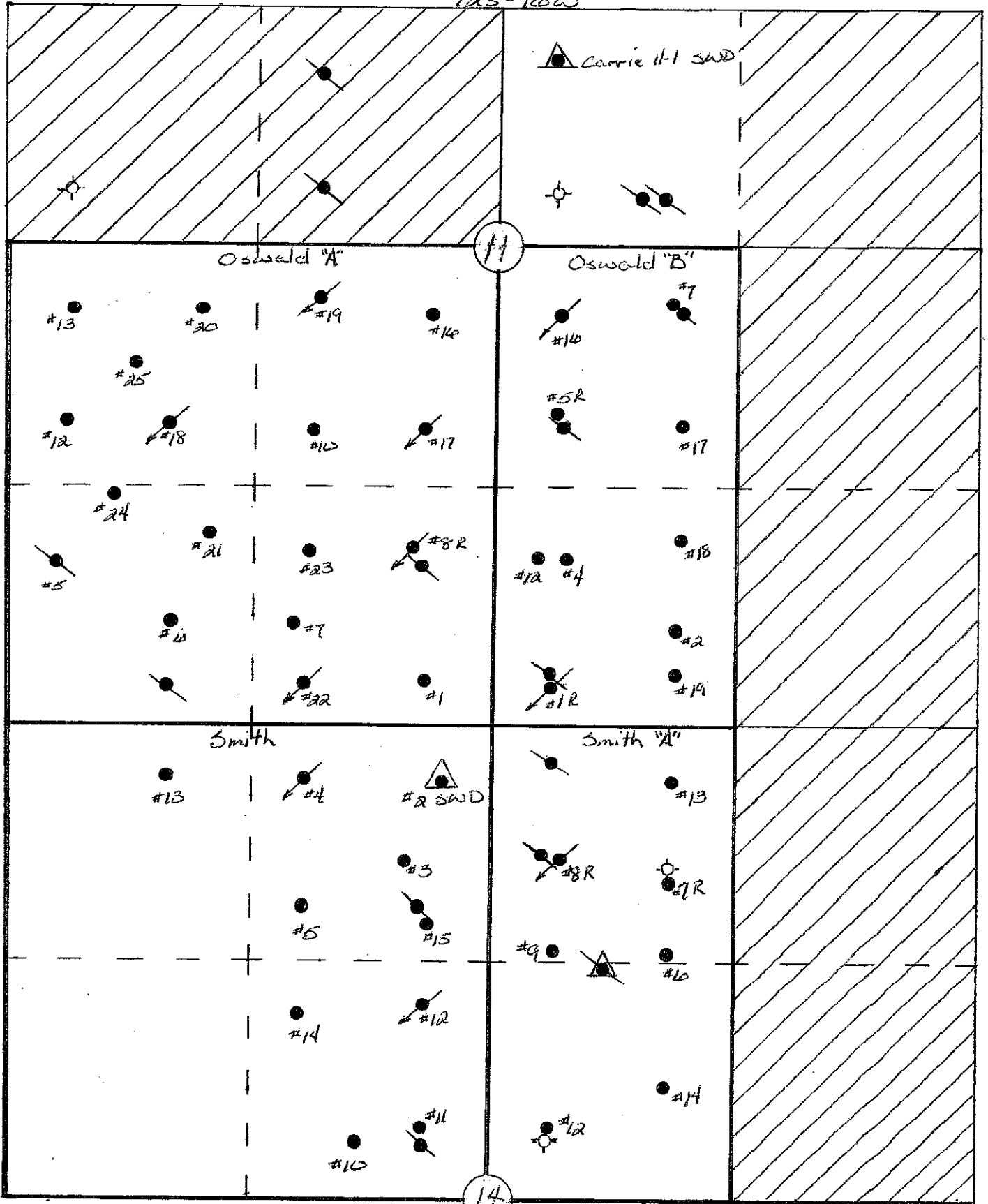
Stampar Field or Russ Lease

- Producing Well
- with arrow Igr. Well
- ▲ SWD
- with slash Plugged Well
- with slash Dry hole



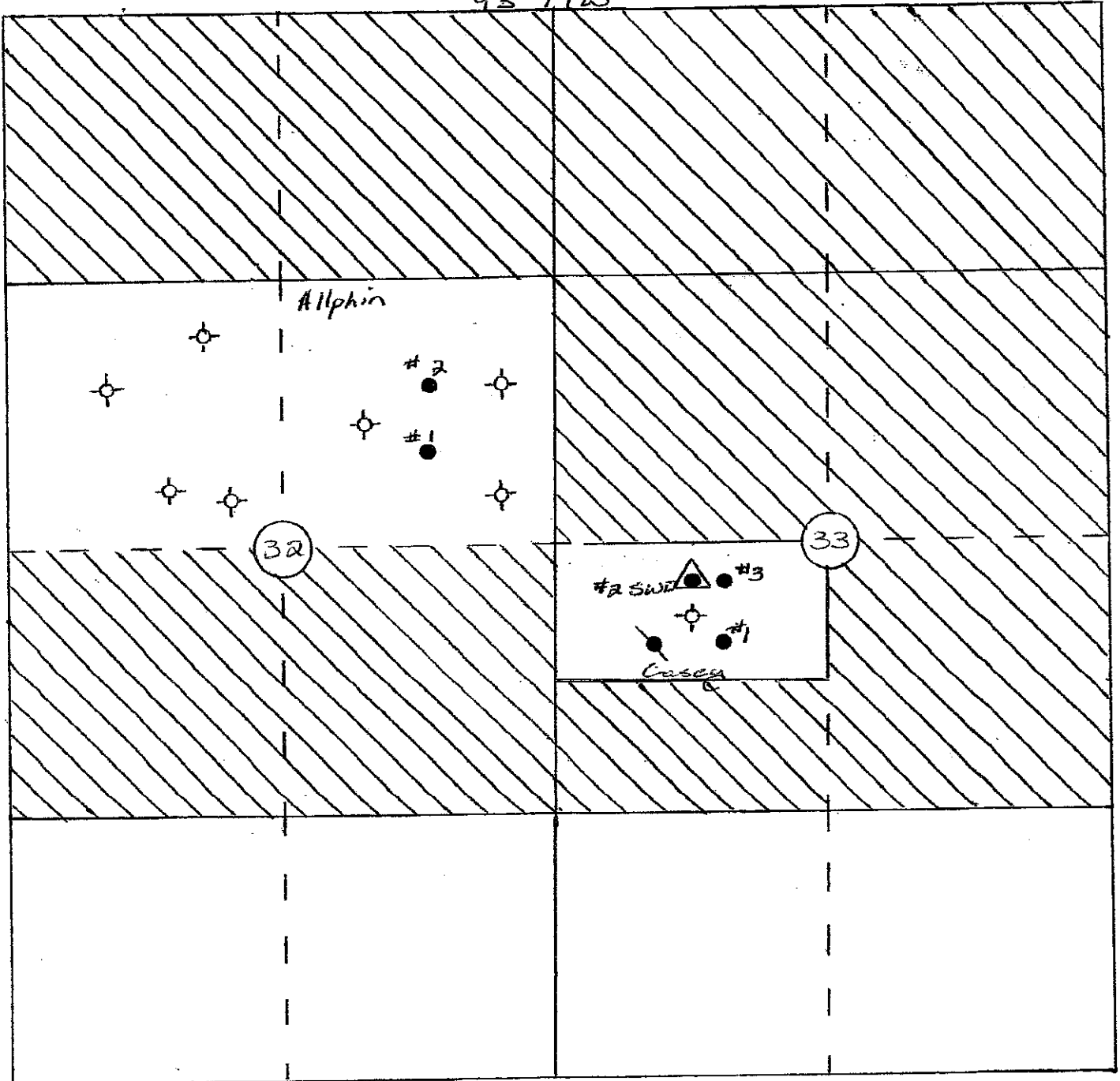
Blue Hill Field

123-1600



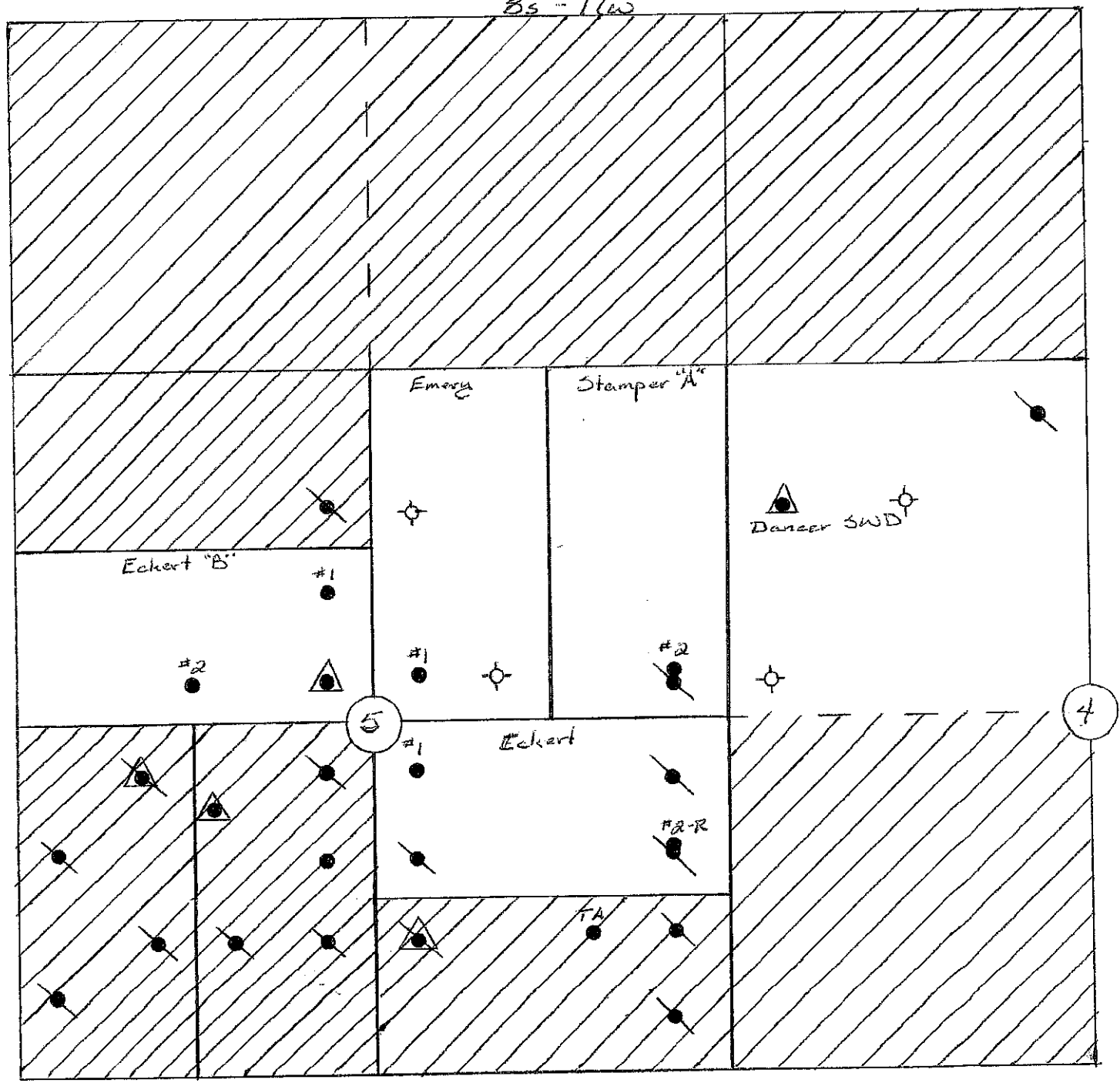
Allphin and Casey leases

G.S.-19w

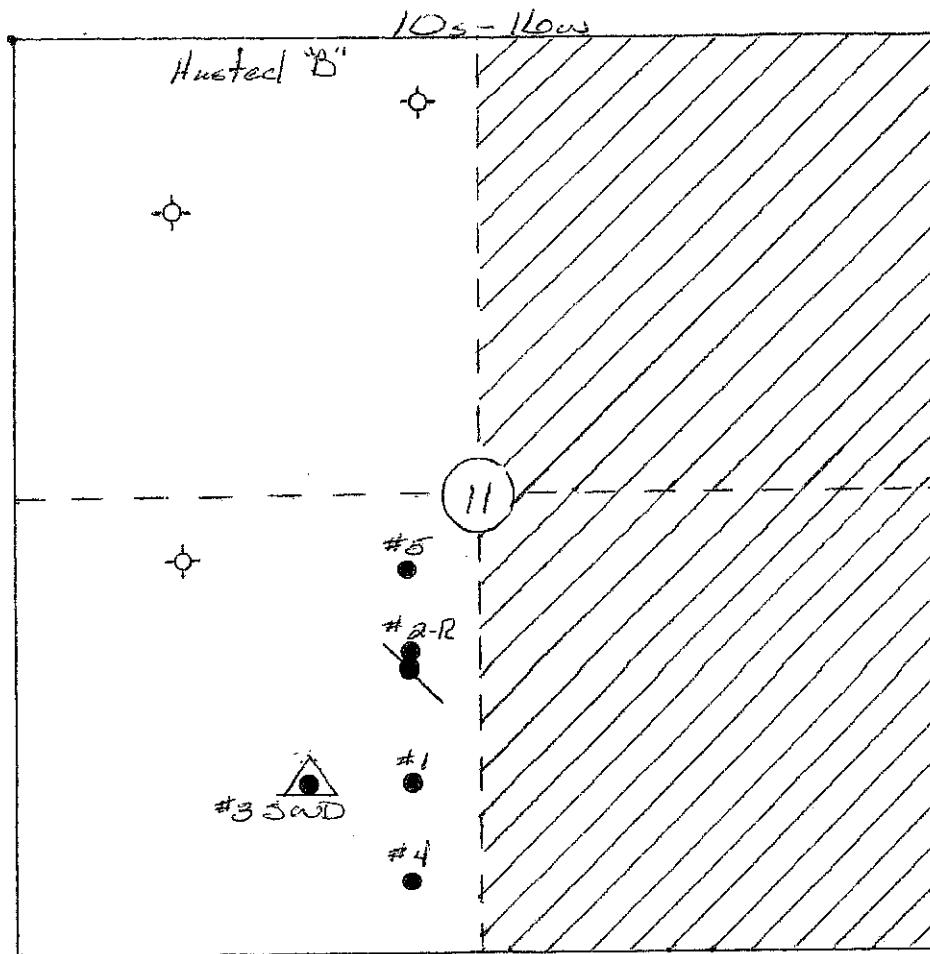


Eckert, Eckert "B", Emery, Stamper "A", and Dancer SWD

Bs - 17w

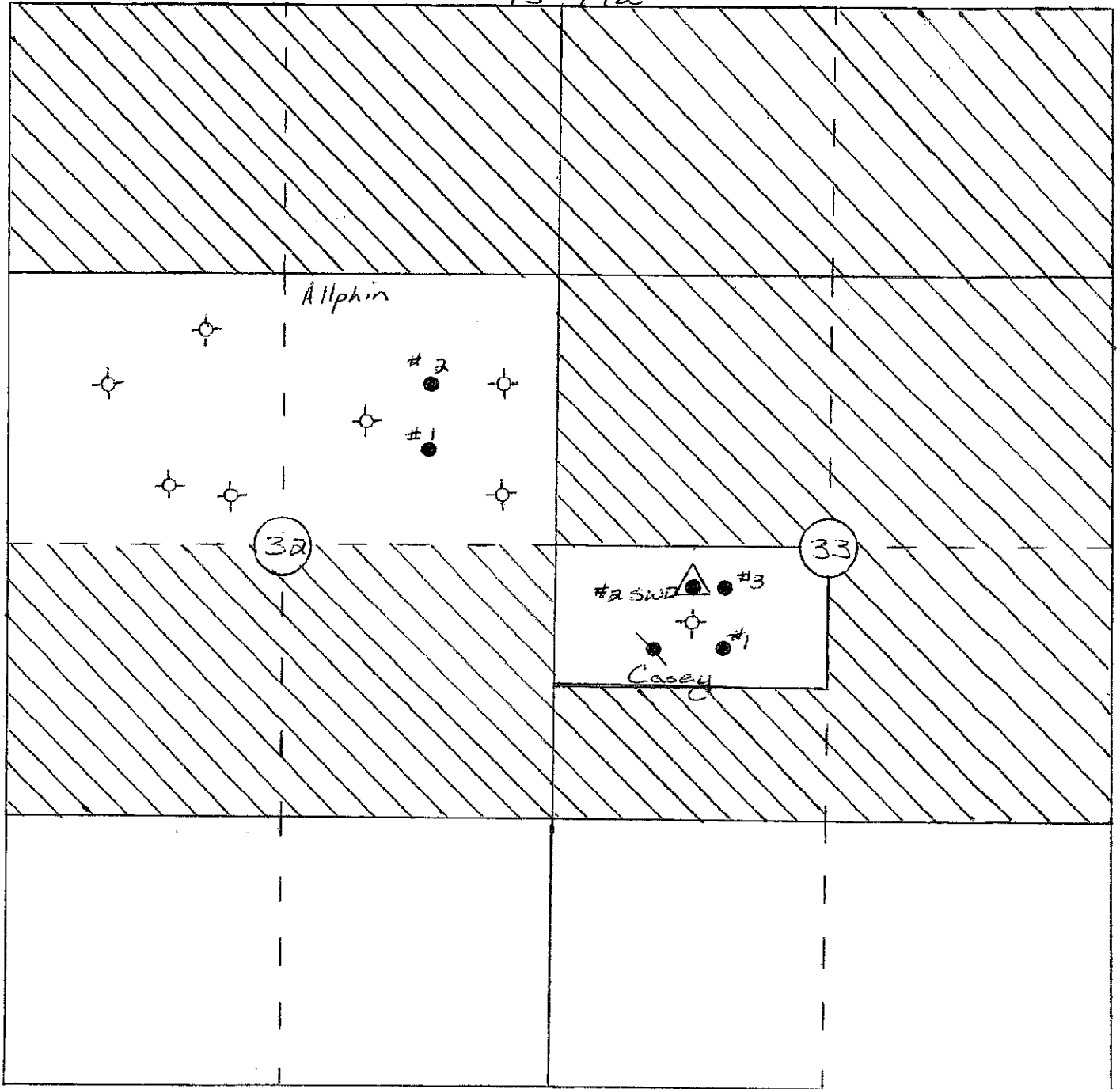


Husted "B" lease

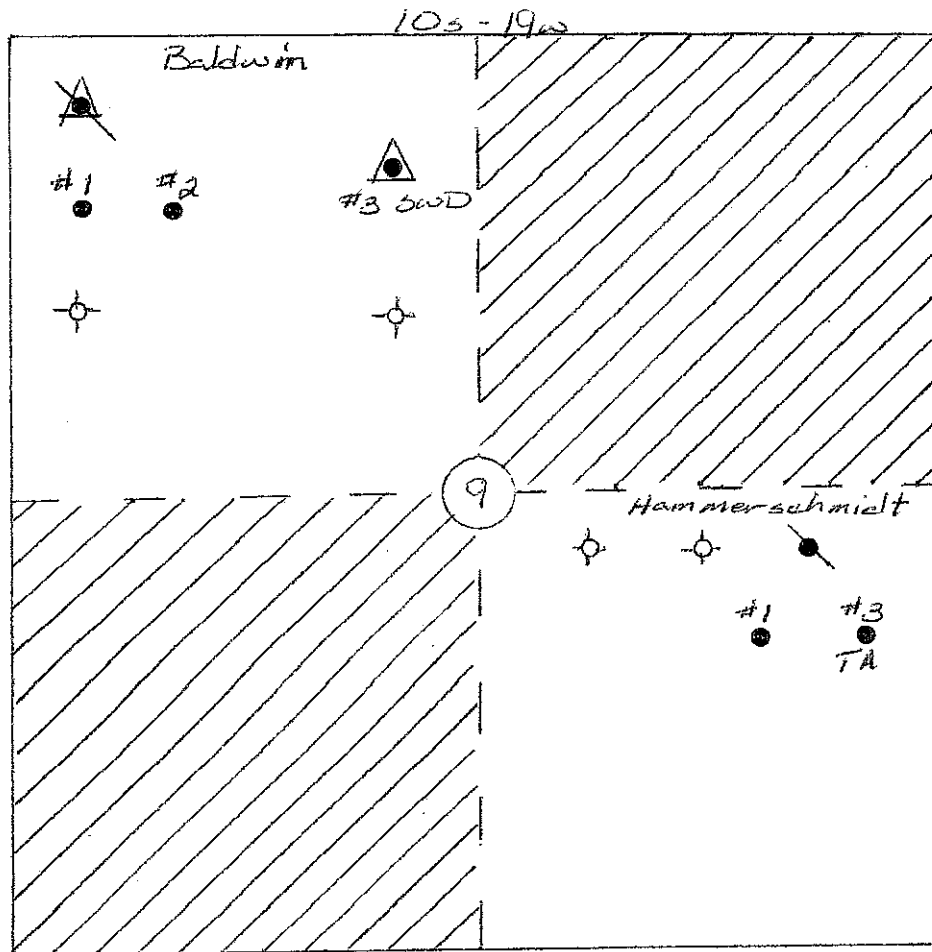


Allphin and Casey leases

95-19W

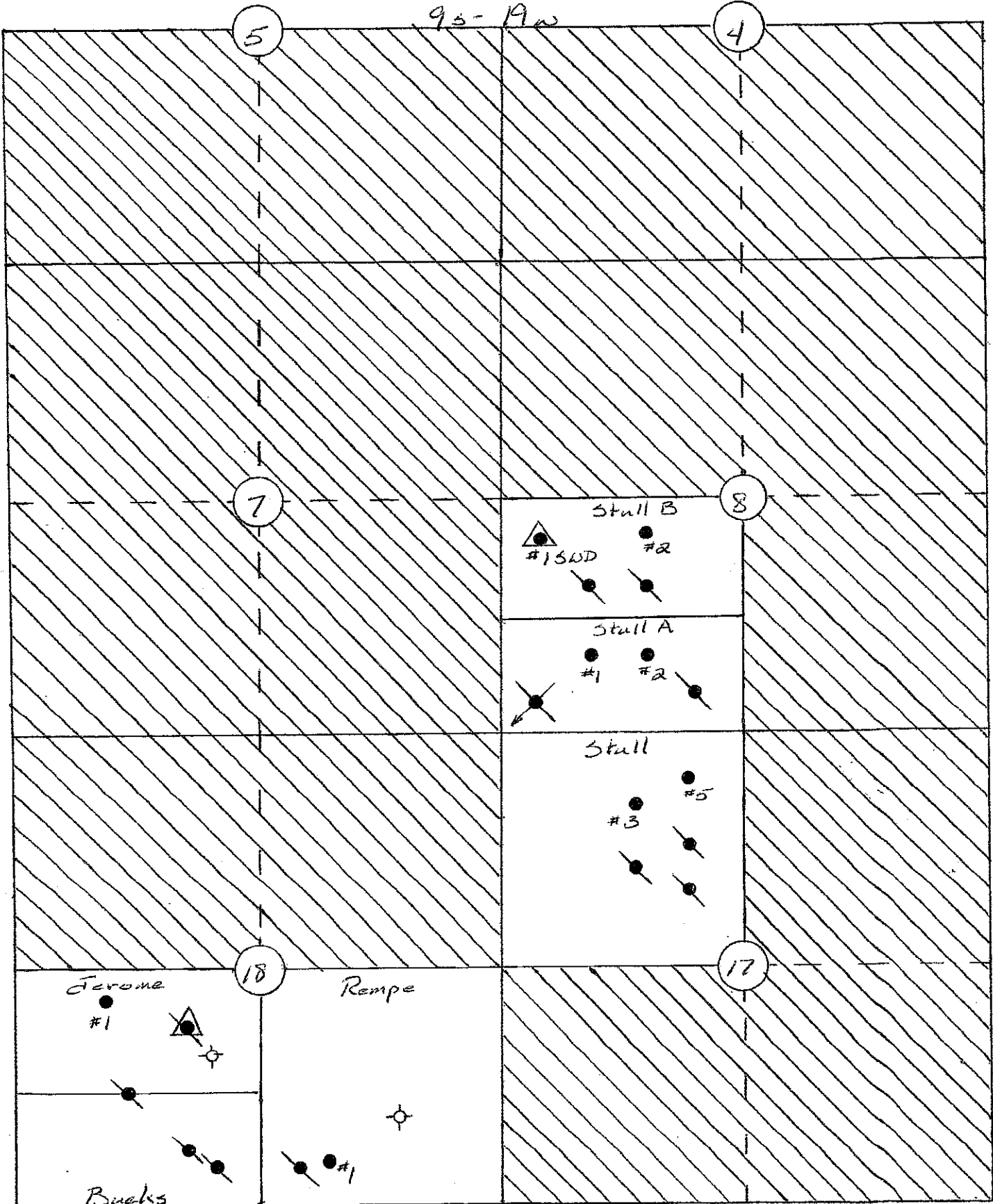


Hammer schmidt and Baldwin leases



Book: 923 Page: 250

95-192



**EXHIBIT A-4
Personal Properties**

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	MOHXOPA057219	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	PJ	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

* 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

1. 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").
3. 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.
7. 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.
9. 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. ↙

SALT WATER DISPOSAL AGREEMENT

This Salt Water Disposal Agreement (referred to herein as the "Agreement") is made and entered into effective December 1, 2015 by and between the following oil and gas lease operators:

WOODWAY OIL & GAS KS-I, LLC
4900 Woodway Drive, Suite 625
Houston, Texas 77056
(herein referred to as "WOG")

Norstar Petroleum, Inc.

~~6855 S. Havana St.~~ **88 INVERNESS CIRCLE EAST # UNIT F-104**
Centennial, CO 80112 **ENGLEWOOD, CO 80112**
(herein referred to as "Norstar")

Whereas WOG operates a salt water disposal ("SWD") well in the NW/4, S-85-17W, Rooks County, Kansas (herein referred to as the "Dancer SWD well"); and

~~Whereas American~~ ^{Norstar} operates an oil and gas lease in the vicinity of the Dancer SWD Well (herein referred to as the "Norstar leases") and desires to dispose of salt water produced on its leases in the Dancer SWD well operated by WOG;

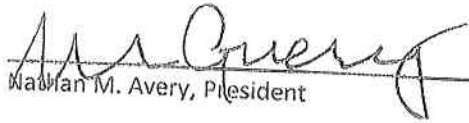
Now, therefore, WOG and Norstar hereby agree to the following:

1. Norstar may deliver to the Dancer SWD well site for the purpose of disposal salt water that was produced from the Norstar Leases.
2. Norstar shall be responsible for acquiring whatever rights are necessary to install a SWD pipeline from its lease to the Dancer SWD well. Norstar shall also be responsible for all damages to the land associated with the installation and operation of the SWD pipeline that delivers its salt water to the Dancer SWD well.
3. Norstar shall pay to WOG a SWD fee of ~~\$1,000.00~~ ^{\$750} per month for salt water that is disposed in the Dancer SWD well. There shall be no reduced fee for partial-month delivery of salt water.
4. Disposal fee payments shall be due on the first day of the month for which the payment is made. There shall be a late penalty of \$50.00 for each payment that is ten days or more late. There shall be a late penalty of \$100.00 for each payment that is 20 days or more late. WOG shall have the right to terminate this Agreement at any time for failure by Norstar to make timely payments.
5. There shall be no volume limit on the amount of salt water that Norstar Delivers to the Dancer SWD well site; however, WOG may suspend or reduce delivery of salt water to the Dancer SWD well by Norstar if the Dancer SWD well is incapable of disposing of more water than is being produced by WOG. If there is a total suspension by WOG, the monthly fee paid by Norstar shall be pro-rated so that the monthly fee is applicable only to that portion of the month for which delivery of salt water by Norstar actually occurred. The pro-rated amount shall be determined by the number of days in a month that delivery of salt water was allowed by WOG.

6. This Agreement may be terminated by WOG or Norstar at any time by giving notice to the other party 30 days prior to the date of termination.


IN WITNESS WHEREOF this instrument is executed on the dates indicated below.

WOODWAY OIL & GAS, KS-I, LLC


Nathan M. Avery, President

Date 2/1/16

NORSTAR PETROLEUM, INC.



Date 3/12/16

Exhibit A

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"

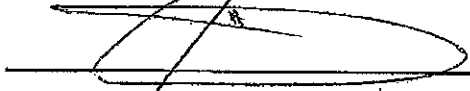
- (1) Descriptions of lands subject to this agreement per the attached recorded oil and gas assignments
- (2) Party to agreement with addresses and telephone numbers for notice purposes:

OPERATOR:

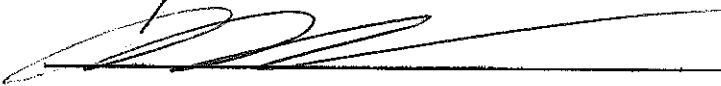
Haas Petroleum, LLC, 10551 Barkley Street, # 307, Overland Park, Kansas 66212, Contact: Mark Haas, Phone: 913-499-8373, e-mail mark@haaspetroleum.com or julie@haaspetroleum.com

NON-OPERATORS:

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



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



Haas Petroleum, LLC – Operator 12/1/17
Date