

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
July 2014

Form must be Typed
Form must be Signed
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.

Check Applicable Boxes:

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

Field Name: _____

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

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

_____ Sec. _____ Twp. _____ R. _____ E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Type of Pit: Emergency Burn Settling Haul-Off Workover Drilling

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: _____ . Recommended action: _____

Date: _____
Authorized Signature

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

Date: _____
Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

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

A separate sheet may be attached if necessary

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

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

Form Must Be Typed

Form must be Signed

All blanks must be Filled

**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

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

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

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Well Location:

____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West

County: _____

Lease Name: _____ Well #: _____

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

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

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

Select one of the following:

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

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

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

Date: _____ Signature of Operator or Agent: _____ Title: _____

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

Cowley County, KS
Register of Deeds
Toni A. Long
Receipt #: 61957
Pages Recorded: 18
Book: 1017 Page: 289-306
Date Recorded: 5/9/2018 2:15:34 PM
Filed at Request of Filer
001567
Names Typed, Printed
Total Fees: \$310.00

Know all men by these presents:

Direct
Index
Compared

That the undersigned,

A.A.S. Oil Co., Inc.,
a Kansas Corporation
2508 Edgemont, Suite 4,
Arkansas City, Cowley County, Kansas 67005
620 442 7940,

herein referred to as "ASSIGNOR",

for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the Receipt of which are hereby acknowledged,

does hereby SELL, ASSIGN, TRANSFER and SET OVER, IN UNTO



Victory Mineral Investments L.L.C.
ATTN: Carmon Decker, Managing Officer
11 North St. James Place
Eastborough, KS 67206-2026
816 223 3712,
an UNDIVIDED FIFTY PERCENT (50%), &

Loewen Oil Inc.
P.O. Box 335
Canton, KS. 67428,
an UNDIVIDED TWENTY-FIVE PERCENT (25%), &

Buckley One to One, LLC.
344 East 1525 North
Layton, UT., 84041
an UNDIVIDED TWENTY-FIVE PERCENT (25%),

of Assignor's right, title and interest in and to the Oil and Gas Leases situate in Cowley County, Kansas, as set out in Exhibit "A", attached hereto and incorporated herein by reference, together with all rights incident thereto and personal property thereon or appurtenant thereto or used or obtained in connection therewith, to-wit:

② \$310.00 Env
Morrow Law Office
125 W Fifth Ave
P.O. Box 1146
Arkansas City, KS 67005

- ◆ See Exhibit "A" attached hereto and incorporated herein by Reference;
- ◆ Five (5) down-hole pumps at Cates Supply;
- ◆ All extra equipment, heads and nagnetos in Kirby's truck;

This Assignment is inclusive of all rights, privileges, benefits and powers with respect thereto and use and occupancy which are necessary or incidental to possession and enjoyment thereof or in the interest therein under the terms of the Leases applicable thereto, including but not necessarily limited to the following specific obligations of Assignor:

- ◆ Ongoing expenses pertaining to operation of Leaseholds shall be paid in full at the date of Closing;
- ◆ Assignor shall plug the "Dale" Lease at its expense;
- ◆ All crude oil may be run down to "draw offs" by the end of business day, April 30, 2018. Any crude oil over the "draw-off" shall be accounted for in a closing statement.
- ◆ Property taxes for 2018 shall be paid equally by the parties. (The parties acknowledge the tax statement for 2018 shall not be available until the end of the year and A.A.S. Oil Co., Inc., shall promptly pay its share of taxes when presented tax statements by Assignee);
- ◆ A.A.S. Oil Co., Inc., shall (1) empower this document as a BILL OF SALE at the date of closing contingent upon receipt of monetary payment (2) prepare the Change of Operator License Form required of the Kansas Corporation Commission and (3) turn over all files pertinent to the Leases, well files, work tickets, geological data and other applicable papers. ◆ The purchase monies shall be wired directly to account specified by A.A.S. Oil Co., Inc., and upon notification of monies deposited, A.A.S. shall Release this Assignment, Bill of Sale and other documents to Assignee for recording;
- ◆ The parties shall share the expenses of all documents required to consummate this transaction which will be reconciled at closing and Legal fees, not exceeding \$4,000.00.

This Assignment is subject to all overriding royalty interest (if any) owned by entities or individuals not parties to this Agreement as well as other lease burdens existing of record.

This Assignment is subject to all previous Assignments and restrictions of interest of record.

The Leaseholds and personal property herein assigned are being conveyed to and accepted by Assignee in its "as is, where is" condition and state of repair with all faults and defects without any representation, warranty or covenant of any kind, including but not limited to warranties of merchantability, condition or fitness for particular purpose, either expressed or implied. It is understood and agreed that Assignee shall have inspected the property and premises and satisfied itself as to the physical and environmental condition, both surface and subsurface and that Assignee shall also accept all of the same in their "as is, where is" condition. The Assignee further acknowledges that the Assignor makes no warranty or representation expressed or implied as to the

accuracy or completeness of any data, information or materials heretofore or hereafter furnished Assignee in connection with the Oil and Gas Leasehold interest or as to the quality or quantity of hydrocarbon reserves, if any, attributable to the interest or the ability of the interest to produce hydrocarbons. Any and all such data, information, and all other materials furnished by Assignor is provided to Assignee as a convenience and any reliance on or use of the same, shall be at the Assignee's sole risk.

Assignee agrees to indemnify and save and hold harmless Assignor, its Officers, Directors, Agents, and employees against any and all claims, costs, expenses, fines, assessments, and liabilities, which accrue from and after the effective date of the Assignment and Bill of Sale with regard to the properties herein acquired, their operations and compliance with regulatory standards applicable thereto, including but not limited to plugging and abandonment of wells now or hereafter located in and upon the Oil and Gas Leases described on Exhibit "A", as well as any necessary environmental remediation.

The terms, conditions and covenants hereof bind and inure to the benefit of the parties hereto and their respective successors and assigns and all covenants running with the lands, leases, equipment and facility and with each transfer or assignment thereof or any portion therein. All future conveyances of any portion of the properties and/or their associated facilities and equipment shall recognize and perpetuate the rights and obligations set out.

Assignor shall execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such instruments and shall take such other action as may be reasonably necessary or desirable to effectively consummate the conveyance to Assignee of the properties encompassed within this Agreement.

This **Assignment and Bill of Sale** may be *executed in counterpart* at separate times and different locations, but when taken together shall constitute one valid and binding Agreement.

Executed this 30 day of April, 2018, to become effective the 4th day of MAY, 2018 at 6:00 A.M., Central Daylight Savings Time.

ASSIGNOR:

A.A.S. Oil Co., Inc.

By:


Dennis K. Shurtz, President & CEO

AGREED AND ACCEPTED TO THIS 30 day of April, 2018.

ASSIGNEE(S):

Victory Mineral Investments LLC

By: Carmon Decker
Carmon Decker, Managing Officer

Loewen Oil Inc.

BY: _____
Corporate officer

Buckley One to One, L.L.C.

BY: _____
Managing Officer

Assignor Acknowledgement

STATE OF KANSAS)
COUNTY OF COWLEY)ss:

Be it remembered on this 30 day of April, 2018, before me the undersigned a Notary Public, duly commissioned in and for County and State, came DENNIS K. SHURTZ, President and CEO of *A.A.S. Oil Co., Inc.*, a Kansas Corporation, in good standing, who is personally known to be the Officer and the person who executed as such Officer the foregoing instrument on behalf of said Corporate entity.

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

Martha Jackson
Notary Public _____



My Commission Expires: 5-8-19

AGREED AND ACCEPTED TO THIS 30 day of April, 2018.

ASSIGNEE(S):

Victory Mineral Investments LLC

By: *Carmon Decker*
Carmon Decker, Managing Officer

Loewen Oil Inc.

BY: *Douglas M. Loewen*, President
Corporate officer

Buckley One to One, L.L.C.

BY: _____
Managing Officer

Assignor Acknowledgement

STATE OF KANSAS)
COUNTY OF COWLEY)ss:

Be it remembered on this 30 day of April, 2018, before me the undersigned a Notary Public, duly commissioned in and for County and State, came DENNIS K. SHURTZ, President and CEO of *A.A.S. Oil Co., Inc.*, a Kansas Corporation, in good standing, who is personally known to be the Officer and the person who executed as such Officer the foregoing instrument on behalf of said Corporate entity.

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

Martha Jackson
Notary Public _____



My Commission Expires: 5-8-19

AGREED AND ACCEPTED TO THIS 17th day of July 2018.

ASSIGNEE(S):

Vickery Minerals Investment Co. LLC

By: [Signature]
Carmon Decker, Managing Officer

Loewen Oil Inc.

BY: _____
Corporate officer

Buckley One to One, L.L.C.

BY: Trent R. Buckley
Managing Officer

Assignor Acknowledgement

STATE OF KANSAS)
COUNTY OF COWLEY)ss:

Be it remembered on this 17th day of July, 2018, before me the undersigned a Notary Public, duly commissioned in and for County and State, came DENNIS K. SHURTZ, President and CEO of *A.A.S. Oil Co., Inc.*, a Kansas Corporation, in good standing, who is personally known to be the Officer and the person who executed as such Officer the foregoing instrument on behalf of said Corporate entity.

_____ and official seal the day

ASSIGNEE(S) ACKNOWLEDGEMENTS

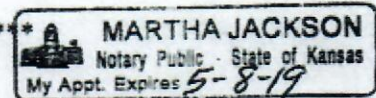
STATE OF KANSAS)
COUNTY OF Cowley)ss:

Be it remembered on this 30 day of April, 2018, before me the undersigned a Notary Public, duly commissioned in and for County and State, came Carmon Necker, Managing Officer of *Victory Mineral Investments L.L.C.*, a Kansas business entity, in good standing, who is personally known to be the Officer and the person who executed as such Officer the foregoing instrument on behalf of said business entity.

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

Martha Jackson
Notary Public

My Commission Expires: 5-8-19



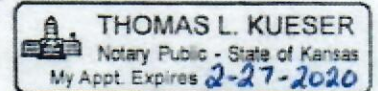
STATE OF KANSAS)
COUNTY OF McPherson)ss:

Be it remembered on this 1st day of May, 2018, before me the undersigned a Notary Public, duly commissioned in and for County and State, came Douglas D. Loewen, Corporate Officer of *Loewen Oil Inc.*, a Kansas business entity, in good standing, who is personally known to be the Officer and the person who executed as such Officer the foregoing instrument on behalf of said business entity.

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

Thomas L. Kueser
Notary Public

My Commission Expires: 2-27-2020



STATE OF _____)
COUNTY OF _____)ss:

Be it remembered on this ___ day of _____, 2018, before me the undersigned a Notary Public, duly commissioned in and for County and State, came _____, Managing Officer of *Buckley One to One L.L.C.*, a business entity authorized to do business in the State of Kansas, who is personally known to be the Officer and the person who executed as such Officer the foregoing instrument on behalf of said business entity.

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

Notary Public

My Commission Expires:
Word doc Oil & Gas / Assignment & Bill of Sale *own

ASSIGNEE(S) ACKNOWLEDGEMENTS

STATE OF KANSAS)
COUNTY OF _____)ss:

Be it remembered on this ___ day of _____, 2018, before me the undersigned a Notary Public, duly commissioned in and for County and State, came _____, Managing Officer of *Vickery Minerals Investment Co. L.L.C.*, a Kansas business entity, in good standing, who is personally known to be the Officer and the person who executed as such Officer the foregoing instrument on behalf of said business entity.

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

Notary Public

My Commission Expires:

STATE OF KANSAS)
COUNTY OF _____)ss:

Be it remembered on this ___ day of _____, 2018, before me the undersigned a Notary Public, duly commissioned in and for County and State, came _____, Corporate Officer of *Loewen Oil Inc.*, a Kansas business entity, in good standing, who is personally known to be the Officer and the person who executed as such Officer the foregoing instrument on behalf of said business entity.

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

Notary Public

My Commission Expires:

STATE OF Arizona)
COUNTY OF Navajo)ss:

Be it remembered on this 30th day of April, 2018, before me the undersigned a Notary Public, duly commissioned in and for County and State, came Trent R Buckley, Managing Officer of *Buckley One to One L.L.C.*, a business entity authorized to do business in the State of Kansas, who is personally known to be the Officer and the person who executed as such Officer the foregoing instrument on behalf of said business entity.

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

Matthew R Boone
Notary Public

My Commission Expires:
Word docOil&Gas/Assignment & Bill of Sale*own

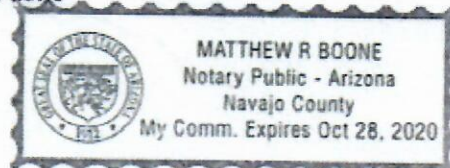


EXHIBIT "A"

A-1

FIRST NATIONAL BANK "C-1"

Oil and Gas Lease dated December 3, 1990, from M.F. Jarvis Trust, First National Bank of Winfield, Kansas, Trustee, Lessor, to Tom R. Greer, DBA Greer Oil Company, leasee recorded in Book 440, Page 757, insofar as said Lease covers the following described land in Cowley County, Kansas:

Lots 7 & 8 of Section 30, Township 33 South, Range 8 East of the 6th P.M.

W.I. 100%
NRI. 0.875

SNYDER "C-1"

Oil and Gas Lease dated December 3, 1990, from E.J. Snyder and Jennie Ann Snyder, his wife, lessors to Tom R. Greer, DBA Greer Oil Company, leasee recorded in Book 440, Page 755, insofar as said lease covers the following described land in Cowley County, Kansas:

North Half (N/2) of Northeast Quarter (NE/4) of Section 30, Township 33 South, Range 8 East.

W.I. 100%
NRI. 0.875

CARL MILLS

Oil and Gas Lease dated December 5, 1979, from Carl H. Mills, lessor to Dunbar & Son Oil Enterprises, Inc., leasee recorded in Book 218, Page 455, insofar as said lease covers the following described land in Cowley County, Kansas:

Lots 19 through 22, and 27 through 30, inclusive, Section 18, Township 33 South, Range 8 East; and

Lots 3 through 6, 12 through 14 and all of Lot 11 lying North and East of a line drawn from the Northwest corner to the Southeast corner of Lot 11, all in Section 19, Township 33 South, Range 8 East.

Subsequently acquired by Assignors on November 10, 1994 and recorded in Book 0498 Page 115, Cowley County, Kansas.

W.I. 100%
NRI. 100%**



*Subject to the reservation hereinafter stated and further subject to the agreement that the purchaser is receiving the well-bores and the equipment presently being used with the Carl Mills #5, #7 and #3 wells and those wells are not reserved by Seller.

NELLIE MILLS

Oil and Gas Lease dated April 4, 1979, from Nellie B. Mills, lessor to Dunbar & Son Oil Enterprises, Inc., leasee recorded in Book 216, page 141, insofar as said lease covers the following described land in Cowley County, Kansas:

North Half (N/2) and East Half of the North Half of Southeast Quarter (E/2 N/2 SE/4) of Section 20, Township 33 South, Range 8 East.

Subsequently acquired by Assignors on November 10, 1994 and recorded in Book 0498 Page 115, Cowley County, Kansas.

W.I. 100%
NRI. 0.8203125

*Subject to the reservation hereinafter stated.

NELLIE MILLS "A"

Oil and Gas Lease dated February 9, 1979, from Nellie B. Mills, lessor to Dunbar & Son Oil Enterprises, Inc., leasee recorded in Book 213, Page 471, insofar as said lease covers the following described land in Cowley County, Kansas:

Northeast Quarter and Lots 1, 2, 15 and 16, all in Section 19, Township 33 South, Range 8 East.

Subsequently acquired by Assignors on November 10, 1994 and recorded in Book 0498 Page 115, Cowley County, Kansas.

W.I. 100%
NRI. 0.8203124

*Subject to the reservation hereinafter stated.

SNYDER UNTI (EAST AND WEST)

Oil and Gas Lease dated November 8, 1979, from E.J. Snyder and Jennie Ann Snyder, lessors to Dunbar & Son Oil Enterprises, Inc., leasee recorded in Book 218, Page 72, insofar as said lease covers the following described land in Cowley County, Kansas:

South Half of Southeast Quarter of Section 30, Township 33 South, Range 8 East;
and

South Half of Northeast Quarter of Section 31, Township 33 South, Range 8 East;
and

Lots 15 and 16 and South Half of Northeast Quarter of Section 30, Township 33
South, Range 8 East; and

Lots 21 and 28 of Section 19, Township 33 South, Range 8 East, known as the
"Brown 80 Acres".

Subsequently acquired by Assignors on November 10, 1994 and recorded in Book 0498
Page 115, Cowley County, Kansas.

W.I. 100%
NRI. 0.875

*Subject to the reservation hereinafter stated.

Oil and Gas Lease dated November 28, 1978, from E.J. Snyder and Jennie Ann
Snyder, lessors, to G.W. Marney, DBA Mac Oil Company, leasee recorded in Book 212,
Page 561, insofar as said lease covers the following described land in Cowley County,
Kansas:

Lots 19, 30, 31 and 32 of Section 19, Township 33 South, Range 8 East; and

Lots 1 and 2 of Section 30, Township 33 South, Range 8 East.

Subsequently acquired by Assignors on November 10, 1994 and recorded in Book 0498
Page 115, Cowley County, Kansas.

W.I. 100%
NRI. 0.875

Oil and Gas Lease dated October 31, 1978, from E.J. Snyder and Jennie Ann
Snyder, lessors, to G.W. Marney, DBA Mac Oil Company, leasee recorded in Book 212,
Page 449, insofar as said lease covers the following described land in Cowley County,
Kansas:

Lots 13, 14, 19 and 20 of Section 30, Township 33 South, Range 8 East

W.I. 100%
NRI. 0.875

Subsequently acquired by Assignors on November 10, 1994 and recorded in Book 0498 Page 115, Cowley County, Kansas.

Oil and Gas Lease dated November 12, 1977, from E.J. Snyder and Jennie Ann Snyder, lessors, to G.W. Marney, DBA Mac Oil Company, leasee recorded in Book 206, Page 509, insofar as said lease covers the following described land in Cowley County, Kansas:

South Half Southeast Quarter of Section 19, Township 33 South, Range 8 East.

Subsequently acquired by Assignors on November 10, 1994 and recorded in Book 0498 Page 115, Cowley County, Kansas.

W.I. 100%
NRI. 0.875

SNYDER "D"

Oil and Gas Lease dated October 8, 1979, from E.J. Snyder and Jennie Ann Snyder, lessors, to Dunbar & Son Oil Enterprises, Inc., leasee recorded in Book 218, Page 70, insofar as said lease covers the following described land in Cowley County, Kansas:

Southwest Corner, Lot 3 (odd Sec) and Center SE/4 Lot 3 (Irreg Sec) of Section 30, Township 33 South, Range 8 East.

Subsequently acquired by Assignors on November 1, 1996 and recorded in Book 0528 Page 546, and on November 10, 1994 and recorded in Book 498 Page 115, Cowley County, Kansas.

W.I. 100%
NRI. 0.8125

SNYDER "R-1"

Oil and Gas Lease dated November 8, 1979, from E.J. Snyder and Jennie Ann Snyder, lessors, to G.W. Marney, DBA Mac Oil Company, leasee recorded in Book 218, page 75, insofar as said lease covers the following described land in Cowley County, Kansas:

Lot 17 of Section 19, Township 33 South, Range 8 East.

Subsequently acquired by Assignors on October 1, 1985 and recorded in Book 0253 Pages 281 & 282, Cowley County, Kansas.

W.I. 100%
NRI. 0.8203125

SNYDER "R-2"

Oil and Gas Lease dated November 12, 1977, from E.J. Snyder and Jennie Ann Snyder, lessors, to G.W. Marney, DBA Mac Oil Company, leasee recorded in Book 206, Page 511, insofar as said lease covers the following described land in Cowley County, Kansas:

Southwest Quarter (SW/4), Lot Four (4), of Section 30, Township 33 South, Range 8 East.

Subsequently acquired by Assignors on October 1, 1985 and recorded in Book 0253 Pages 283 & 284, Cowley County, Kansas.

W.I. 100%
NRI. 0.8203125

SNYDER "R-3 & R-15"

Oil and Gas Lease dated November 12, 1977, from E.J. Snyder and Jennie Ann Snyder, lessors, to G.W. Marney, DBA Mac Oil Company, leasee recorded in Book 206, page 507, insofar as said lease covers the following described land in Cowley County, Kansas:

West Half, Lot 20 of Section 19, Township 33 South, Range 8 East.

Subsequently acquired by Assignors on October 1, 1985 and recorded in Book 0253 Pages 279 & 280, and corrective document dated November 6, 1985 and recorded in Book 254, Page 41, Cowley County, Kansas.

W.I. 100%
NRI. 0.8203125

*** Special Exception and Reservation:**

Cattleman Zone Wells: The Cattleman Zone is being produced jointly by R.T. Perry and Stixon Petroleum Company on the Carl Mills, Nellie Mills, Nellie Mills A, and Lots 21 and 28 in Section 19, Township 33 South, Range 8 East, referred to as the "Brown 80 Acres" in the Snyder Unit. The Cattleman Zone production, the right to drill future wells into that zone and the equipment necessary to produce the wells on those aforementioned leases shall remain the sole property and responsibility of R.T. Perry and Stixon Petroleum Company. That responsibility includes the responsibility to plug and abandon according to the Kansas Corporation Commission regulations within 90 days of cessation of production from the Cattleman Zone unless legally transferred to other parties for disposition.



*The Leases encompassed in A-1 above acquired by A.A.S Oil Co. Inc. by Assignment recorded in BK. 594 @ PG.312 and Land owner's Royalty in Carl Mills Leasehold (**)*by Quit Claim Mineral Deed recorded in Book 0730 @ page 290.**

A-2

FIRST NATIONAL "A"

Oil and Gas Lease dated Mary 24, 1977, from First National Bank, Winfield, Kansas, Trustee, lessor to G.W. Marney and Richard B. Camp, DBA Mac Oil Company, leasee recorded in Book 203, Page 544, insofar as said lease covers the following described land in Cowley County, Kansas:

Lot 29, Section 30, Township 33 South, Range 8 East; and Lots 5, 6, 21 and 22, Section 30, Township 33 South, Range 8 East.

Subsequently acquired by Assignors on November 10, 1994 and recorded in Book 0498 Pages 112 & 113, Cowley County, Kansas, (ORRI) and November 10, 1994 and recorded in Book 498 page 115, Cowley County, Kansas. (WI)

W.I. 100%
NRI. 0.84765630
ORRI 0.02734370

Oil and Gas Lease dated November 2, 1978, from First National Bank, Winfield, Kansas, Trustee, lessor to G.W. Marney and Richard B. Camp, DBA Mac Oil Company, leasee recorded in Book 212, Page 353, insofar as said lease covers the following described land in Cowley County, Kansas:

Lot 10 of Section 30, Township 33 South, Range 8 East.

Subsequently acquired by Assignors on November 1, 1996 and recorded in Book 0498 Pages 117 & 118, Cowley County, Kansas.

W.I. 100%
NRI. 0.875

Together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith. This Assignment is to be effective August 1, 2000.

The Leases encompassed in A-2 above acquired by A.A.S Oil Co. Inc. by Assignment recorded in BK. 594@ PG.319;

*The Leases encompassed in A-1 above acquired by A.A.S Oil Co. Inc. by Assignment recorded in BK. 549 @ PG.312 and Land owner's Royalty in Carl Mills Leasehold (**)by Quit Claim Mineral Deed recorded in Book 0730 @ page 290.*

A-2

FIRST NATIONAL "A"

Oil and Gas Lease dated Mary 24, 1977, from First National Bank, Winfield, Kansas, Trustee, lessor to G.W. Marney and Richard B. Camp, DBA Mac Oil Company, leasee recorded in Book 203, Page 544, insofar as said lease covers the following described land in Cowley County, Kansas:

Lot 29, Section 30, Township 33 South, Range 8 East; and Lots 5, 6, 21 and 22, Section 30, Township 33 South, Range 8 East.

Subsequently acquired by Assignors on November 10, 1994 and recorded in Book 0498 Pages 112 & 113, Cowley County, Kansas, (ORRI) and November 10, 1994 and recorded in Book 498 page 115, Cowley County, Kansas. (WI)

W.I. 100%
NRI. 0.84765630
ORRI 0.02734370

Oil and Gas Lease dated November 2, 1978, from First National Bank, Winfield, Kansas, Trustee, lessor to G.W. Marney and Richard B. Camp, DBA Mac Oil Company, leasee recorded in Book 212, Page 353, insofar as said lease covers the following described land in Cowley County, Kansas:

Lot 10 of Section 30, Township 33 South, Range 8 East.

Subsequently acquired by Assignors on November 1, 1996 and recorded in Book 0498 Pages 117 & 118, Cowley County, Kansas.

W.I. 100%
NRI. 0.875

Together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith. This Assignment is to be effective August 1, 2000.

The Leases encompassed in A-2 above acquired by A.A.S Oil Co. Inc. by Assignment recorded in BK. 594@ PG.319;

A-3

CARL MILLS LEASE

Oil and Gas Lease dated December 5, 1979, from Carl H. Mills, Lessor, to Dunbar & Son Oil Enterprises, Inc., Lessee, recorded in Book 218, Page 455, insofar as said lease covers the following described land in Cowley County, Kansas:

Lots 19 through 22, and Lots 27 through 30, inclusive, Section 18, Township 33 South, Range 8 East; and

Lots 3 through 6, 12 through 14, and all of Lot 11 Lying North and East of a line drawn from the Northwest corner to the Southeast corner of said Lot 11, all in Section 19, Township 33 South, Range 8 East.

A.3a

RICE LEASE

Oil and Gas Lease dated May 15, 1979, from Glen W. Rice and Ruby I. Rice, Lessors, to Dunbar & Son Oil Enterprises, Inc., Lessee, recorded in Book 215, Page 143, insofar as said Lease covers the following described land in Cowley County, Kansas.

Lots 9, 10, 22 through 27, and that part of Lot 11 Lying South and West of a line drawn from the Northwest corner to the Southeast corner of said Lot 11, all in Section 19, Township 33 South, Range 8 East.

SNYDER LEASE

Oil and Gas Lease dated November 8, 1979, from E.J. Snyder and Jennie Ann Snyder, Lessors, to Dunbar & Son Oil Enterprises, Inc., Lessee, recorded in Book 218, Page 72, insofar as said lease covers the following described land in Cowley County, Kansas:

Lots 21 and 28 of Section 19, Township 33 South, Range 8 East.

The Leases encompassed in A-3&3a above acquired by A.A.S Oil Co. Inc. by Assignment recorded in BK. 596@ PG.343 and Land owner's Royalty in Carl Mills Leasehold by Quit Claim Mineral Deed recorded in Book 0730 @ page 290.;

A.5.

MARMIK OIL COMPANY

Oil and Gas Lease dated October 8, 2001, from Richardson Bros. Const. Co., Lessors, to Marmik Oil Company, Lessees, recorded in Book 0803, Page 0510, insofar as said lease covers the following described land in Cowley County, Kansas:

Township 33 South, Range 3 East
of Section 18: SW/4 NE/4, Lots 15-18 inclusive, Lot 31,
Lot 32, and W/2 SE/4, Cowley County, Kansas *The Leases*
encompassed in A5 above acquired by A.A.S Oil Co. Inc. by Assignment recorded in
BK.803@ PG.508