

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.<br>(YR DRLD/PRE '67) | Footage from Section Line<br>(i.e. FSL = Feet from South Line) |                          | Type of Well<br>(Oil/Gas/INJ/WSW) | Well Status<br>(PROD/TA'D/Abandoned) |
|----------|------------------------------|--|--------------------------|-----------------------------------|--------------------------------------|
|          |                              | <i>Circle</i><br>FSL/FNL                                       | <i>Circle</i><br>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

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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: \_\_\_\_\_

Mitchel L Driscoll  
P.O. Box 264  
Bunker Hill, KS 67626-0264

John L Driscoll  
P.O. Box 65  
Russell, KS 67665-0065

Diane C. Driscoll  
1435 Navajo Rd  
McPherson, KS 67460

C.F. Driscoll Living Trust  
306 Hartman  
Russell, KS 67665

## ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (this "Assignment"), dated effective as of 7:00 A.M. (Central Time) on September 1, 2019 (the "Effective Time"), is between **Empire Energy E&P, LLC**, a Delaware limited liability company, whose mailing address is 345 Riverview Street, Suite 540, Wichita, Kansas 67203 ("Assignor"), and **Mai Oil – Empire, LLC**, a Texas limited liability company, whose mailing address is 8411 Preston Road, Suite 800, Dallas, Texas 75225 ("Assignee"). Assignor and Assignee are each, individually, referred to herein as a "Party" and, collectively, as the "Parties."

For Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), subject to the terms, conditions, reservations, and exceptions set forth in this Assignment, Assignor does hereby forever grant, bargain, sell, convey, assign, transfer, set over, and deliver unto Assignee, all of Assignor's right, title and interest in and to the following interests and properties described below in Paragraphs (a) through (f) (such right, title, and interest less and except the Excluded Assets) (collectively, the "Assets"):

(a) one hundred percent (100%) of Assignor's interest in the oil, gas, water, injection, disposal, and other wells on the Leases and Lands including without limitation the wells described on Exhibit A, attached hereto and incorporated by reference, regardless of whether the Wells are drilling, awaiting completion, producing, non-producing, shut-in, temporarily abandoned, or plugged and abandoned (collectively, the "Wells");

(b) one hundred percent (100%) of Assignor's interest in the leasehold estates created by the oil and gas leases described on Exhibit B-1, attached hereto and incorporated by reference, and all amendments, renewals, extensions, top leases or ratifications thereof, whether producing or non-producing, and together with all operating rights, working interests, overriding royalty interests, net revenue interests and payments out of production and other similar agreements and rights therein or thereunder (collectively, the "Leases"), (ii) to the extent not included on Exhibit B-1, all of the fee simple mineral interests, royalty interests, non-participating royalty interests or similar fee interests in the mineral estates described on Exhibit B-2, attached hereto and incorporated by reference, (collectively, the "Fee Minerals"), and (iii) all of the lands either covered by or currently pooled, unitized, or communitized with the Leases and/or Fee Minerals (collectively, the "Lands");

(c) one hundred percent (100%) of Assignor's interest in the oil, gas, condensate, casinghead gas, plant products and other hydrocarbons, whether liquid or gaseous (collectively, "Hydrocarbons"), produced from the wellbores of the Wells;

(d) to the extent transferable, one hundred percent (100%) of Assignor's interest in the unitization, pooling and communitization agreements, declarations, and orders pertaining to the Leases, Lands, and/or Fee Minerals, including those described on Exhibit C, attached hereto and incorporated by reference (collectively, the "Units"), *insofar and only insofar* as to those Units that pertain to the Wells or the Leases and the rights and interests in, under or derived from all declarations, approvals, and orders in effect with respect to the Leases, Lands, and Fee Minerals;

(e) one hundred percent (100%) of Assignor's interest in all wellheads, equipment, machinery, fixtures, casing, tubing, meters, tanks, boilers, heaters, dehydrators, separators, flares, valves, pumps, compressors, flow lines, fuel lines, gathering lines, facilities and other tangible personal property, reservoirs, pits, water facilities, and improvements (collectively, the "Equipment") *insofar and only insofar* as to that Equipment used or held for use in connection with the Wells, the Leases and Units, or the ownership or operation thereof; and

(f) to the extent transferrable, one hundred percent (100%) of Assignor's interest in all contracts, agreements and instruments to the extent pertaining to any of the properties or interests described in Paragraphs (a) through (e) and to which Assignor is a party or is otherwise bound, including, but not limited to, operating, farmin and farmout, exploration, development, exchange, acreage contribution, area of mutual interest, joint venture, bottom hole and road use and maintenance agreements; crude oil, condensate, and natural gas purchase and sale, gathering, transportation, and marketing agreements; hydrocarbon storage agreements; balancing agreements; processing agreements; saltwater disposal agreements; facilities or equipment leases; and confidentiality agreements, whether or not described on Exhibit C, attached hereto (collectively, the "Contracts"), *insofar and only insofar* as to those Contracts that pertain to the Wells, the Leases, the Fee Minerals, the Lands, the Units, the Equipment; provided, however, Assignor makes no representation or warranty on whether a third party will consent or approve the transfer of or continue any crude oil, condensate, and natural gas purchase and sale, gathering, transportation, processing, storage, and marketing agreements from Assignor to Assignee.

**TO HAVE AND TO HOLD** the Assets unto Assignee and its successors and assigns, forever, subject, however, to the covenants, terms and conditions set forth herein and in the PSA (as defined below), and subject further to the following terms and conditions:

**Section 1. Special Warranty.**

(a) Subject to the terms of this Assignment and the terms and conditions of the PSA, including the Permitted Encumbrances, as that term is defined in the PSA, Assignor agrees to warrant and forever defend Marketable Title to the Assets unto Assignee against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise (the "Special Warranty").

(b) Recovery by Assignee for any breach by Assignor of the Special Warranty shall (subject to the last sentence of this Section 1(b)) be limited to an amount (without any interest accruing thereon) equal to the reduction to the Purchase Price to which Assignee would have been entitled had Assignee asserted the defect giving rise to such breach as a Title Defect prior to the Defect Notice Date pursuant to the PSA, and in no event shall that recovery exceed the Allocated Value of the affected Asset. Assignee shall not be entitled to recover any amount for any breach of the special warranty of title in this Assignment to the extent that the Purchase Price was reduced for the same Title Defect pursuant to the PSA.

**Section 2. Disclaimers of Warranties.** EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS ASSIGNMENT AND THE EXPRESS

REPRESENTATIONS AND WARRANTIES OF ASSIGNOR IN THE PSA, ASSIGNOR EXPRESSLY DISCLAIMS AND ASSIGNEE HEREBY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED AS TO (A) TITLE TO ANY OF THE ASSETS, (B) THE ENVIRONMENTAL CONDITION OF THE ASSETS, OR ANY MATTER RELATING TO ENVIRONMENTAL LAWS, DEFECTS, LOSSES, HAZARDOUS SUBSTANCES, HYDROCARBONS, NORM OR THE PROTECTION OF HUMAN HEALTH, SAFETY, OR THE ENVIRONMENT, (C) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS OR THE CONFORMITY TO MODELS OR SAMPLES, (D) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (E) THE CONDITION, QUALITY, SUITABILITY, MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR MARKETABILITY OF THE ASSETS, OR (F) ANY MATERIALS OR INFORMATION MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS REPRESENTATIVES IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED UNDER THE PSA, INCLUDING THE RECORDS, AND ASSIGNEE HEREBY WAIVES ALL RIGHTS OF A PURCHASER UNDER LAW TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE OR OTHER CONSIDERATION, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

**Section 3. Subrogation of Warranties.** Assignee is hereby specifically assigned, and subrogated to, all warranties of title which Assignor or its Affiliates may have from predecessors in interest (other than Assignor or any Affiliate of Assignor) to the extent applicable with respect to the Assets and to the extent Assignor or such Affiliates may legally assign such rights and grant such subrogation.

**Section 4. Purchase Agreement.** This Assignment is delivered pursuant to, and hereby made subject to, the terms and conditions of the that certain Purchase and Sale Agreement, dated June 19, 2019, by and between Assignor and Assignee (as may be amended from time to time, the "PSA"). Capitalized terms used but not defined herein shall have the respective meanings set forth in the PSA. In the event that any provision of this Assignment is construed to conflict with any provision of the PSA, the provisions of the PSA shall be deemed controlling to the extent of such conflict. Assignor and Assignee intend that the terms of the PSA will not merge into the terms of this Assignment. There are no oral agreements between the Parties not set out in writing.

**Section 5.** Assignor and Assignee hereby acknowledge and agree that (i) Assignor and Macquarie Bank Limited ("Mortgagee") are parties to that certain First Amended and Restated Senior First Lien Secured Credit Agreement dated April 7, 2016 (as previously amended, the "Existing Credit Agreement"), (ii) the Assets being transferred and assigned hereunder are subject to the liens and security interests and other rights granted in favor of Mortgagee pursuant to that certain Mortgage With Power of Sale, Assignment of As-Extracted

Collateral, Security Agreement, Fixture Filing and Financing Statement from Empire Energy E&P, LLC, as mortgagor, to Mortgagee, dated and recorded as set forth on Schedule 1 attached hereto (the "Existing Mortgages") and (iii) pursuant to that certain Assignment and Assumption Agreement executed on the same date as this Assignment, Assignor is assigning to Assignee, and Assignee is assuming from Assignor, certain of the indebtedness under the Existing Credit Agreement, and such assigned and assumed indebtedness will continue to be secured by the liens and security interests and other rights granted in favor of Mortgagee by Assignee pursuant to an amendment and restatement of the Existing Mortgages.

**Section 6. Successors and Permitted Assigns.** Subject to the terms and conditions of Section 6 of this Assignment, this Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and permitted assigns, and all obligations shall be a covenant running with the land.

**Section 7. Recordation.** To facilitate recordation, there may be omitted from the Exhibits to this Assignment in certain counterparts descriptions of property located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be filed or recorded.

**Section 8. No Multiple Conveyances.** Assignor and Assignee acknowledge and agree that certain deeds are being and will be executed by Assignor and Assignee which may effect the conveyance of the Fee Minerals and that such deeds shall not constitute multiple conveyances of any of the Fee Minerals.

**Section 9. Governing Law.** This Assignment shall be governed and construed in accordance with the Laws of the State of Kansas, excluding any conflicts of law rule or principle that might refer construction of such provisions to the Laws of another jurisdiction.

**Section 10. Exhibits.** All exhibits attached hereto are hereby made part of this Assignment and incorporated herein by this reference. References in such exhibits to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located.

**Section 11. Counterparts.** This Assignment may be executed by the Parties in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

*[Signature Pages Follow.]*



Executed by Assignor and Assignee on the dates reflected in the acknowledgements of execution, but effective for all purposes as of the Effective Time.

Assignor:

Empire Energy E&P, LLC

By: A. Underwood  
Name: ALEXANDER UNDERWOOD  
Title: PRESIDENT

Assignor's Acknowledgement

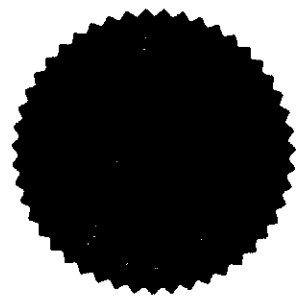
STATE OF NEW SOUTH WALES §  
§  
COUNTY OF GIDNEY §

ALEXANDER This instrument was acknowledged before me on 17<sup>th</sup> September, 2019, by UNDERWOOD, as PRESIDENT of EMPIRE ENERGY E&P, LLC, a Delaware limited liability company, on behalf of said entity.

[Signature]  
Notary Public  
Printed Name: DAVID COLEMAN  
My Commission Expires: UNLIMITED

(SEAL)

Commission No.: 1503



Executed by Assignor and Assignee on the dates reflected in the acknowledgements of execution, but effective for all purposes as of the Effective Time.

Assignee:

**Mai Oil - Empire, LLC**

By: Kurt R. Mai  
Name: Kurt R. Mai  
Title: Manager

**Assignee's Acknowledgement**

STATE OF Texas           §  
  §  
COUNTY OF Dallas       §

This instrument was acknowledged before me on September 25, 2019, by Kurt R. Mai as Manager of, on behalf of said limited liability company.

(SEAL) Rebecca Passion  
Notary Public  
Printed Name: Rebecca Passion  
My Commission Expires: June 19, 2022

Commission No.:  
\_\_\_\_\_

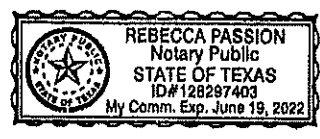


Exhibit A

| Well No.      | AP Number | W                 | N          | E          | S        | County | 19 | 22 | 12 | W  | SE | SE | NE | NE     | 2970 S | 330 E | OIL |
|---------------|-----------|-------------------|------------|------------|----------|--------|----|----|----|----|----|----|----|--------|--------|-------|-----|
| ALPERS        | 1         | 15-185-22699-0000 | 0.92823329 | 0.73926139 | Stafford | 19     | 22 | 12 | W  | SE | SE | NE | NE | 2970 S | 330 E  | OIL   |     |
| ALPERS        | 2         | 15-185-22760-0000 | 0.92823329 | 0.73926139 | Stafford | 19     | 22 | 12 | W  | NE | SE | NE | NE | 3570 S | 330 E  | OIL   |     |
| APEL          | 3         | 15-009-20184-0002 | 0.58480000 | 0.49484744 | Barton   | 14     | 19 | 12 | W  | NE | SW | SE | SE | 1093 S | 1734 E | OR    |     |
| APEL          | 3         | 15-009-20268-0000 | 0.58480000 | 0.49484744 | Barton   | 14     | 19 | 12 | W  | N2 | SE | SE | SE | 990 S  | 650 E  | OIL   |     |
| APEL          | 4-D       | 15-009-25797-0000 | 0.61993500 | 0.52589913 | Barton   | 14     | 19 | 12 | W  | SW | SE | SE | SE | 390 S  | 990 E  | OIL   |     |
| APEL          | 5-D       | 15-009-26046-0000 | 0.61993500 | 0.52589913 | Barton   | 14     | 19 | 12 | W  | SE | SW | SE | SE | 330 S  | 1650 E | OIL   |     |
| AUSTIN KATE   | 3         | 15-167-39962-0000 | 0.86000000 | 0.72842344 | Russell  | 30     | 12 | 15 | W  | SW | SW | SW | SW | 330 S  | 4950 E | OIL   |     |
| AUSTIN KATE   | 5         | 15-167-20131-0000 | 0.86000000 | 0.72842344 | Russell  | 30     | 12 | 15 | W  | NW | SW | SW | SW | 990 S  | 4950 E | OIL   |     |
| AUSTIN L L    | 10        | 15-051-25749-0000 | 0.58480000 | 0.49613573 | Ellis    | 36     | 12 | 16 | W  | NE | SW | SE | NE | 2123 N | 884 E  | OIL   |     |
| AUSTIN L L    | 11        | 15-051-25932-0000 | 0.58480000 | 0.49613573 | Ellis    | 36     | 12 | 16 | W  | SE | NW | NE | NE | 1296 N | 1329 E | OIL   |     |
| AUSTIN L L    | 3 (WFS)   | 15-051-04033-0001 | 0.58480000 | 0.49613573 | Ellis    | 36     | 12 | 16 | W  | W2 | SW | NE | NE | 3907 S | 2389 E | OR    |     |
| AUSTIN L L    | 4         | 15-051-19029-0000 | 0.58480000 | 0.49613573 | Ellis    | 36     | 12 | 16 | W  | SE | SE | NE | NE | 2970 S | 330 E  | OIL   |     |
| AUSTIN L L    | 6         | 15-051-06571-0000 | 0.58480000 | 0.49613573 | Ellis    | 36     | 12 | 16 | W  | NW | SE | NE | NE | 3630 S | 990 E  | OIL   |     |
| AUSTIN L L    | 7(8)      | 15-051-06572-0001 | 0.58480000 | 0.49613573 | Ellis    | 36     | 12 | 16 | W  | SE | SW | NE | NE | 2911 S | 1734 E | OR    |     |
| BALTHAZOR     | 10        | 15-065-22761-0000 | 0.92823329 | 0.73768993 | Graham   | 13     | 9  | 21 | W  | N2 | N2 | S2 | S2 | 2310 S | 2640 E | OIL   |     |
| BALTHAZOR     | 4         | 15-065-20620-0001 | 0.78716037 | 0.62669173 | Graham   | 13     | 9  | 21 | W  | SE | NE | SW | SW | 1671 S | 3126 E | OR    |     |
| BALTHAZOR     | 5         | 15-065-20636-0001 | 0.78716037 | 0.62669173 | Graham   | 13     | 9  | 21 | W  | SW | NW | SE | SE | 1799 S | 2372 E | SWD   |     |
| BALTHAZOR     | 7         | 15-065-21883-0000 | 0.78716037 | 0.62669173 | Graham   | 13     | 9  | 21 | W  | NW | NE | SW | SW | 2310 S | 3630 E | OIL   |     |
| BALTHAZOR     | 8         | 15-065-21979-0002 | 0.78716037 | 0.62669173 | Graham   | 13     | 9  | 21 | W  | SW | NE | SW | SW | 1650 S | 3630 E | OIL   |     |
| BAUGHMAN      | 2         | 15-155-20808-0000 | 0.92823329 | 0.64611132 | Reno     | 36     | 23 | 4  | W  | SW | SW | SW | SW | 660 S  | 660 W  | OIL   |     |
| BAUGHMAN      | 3         | 15-155-21288-0000 | 0.92823329 | 0.64611132 | Reno     | 36     | 23 | 4  | W  | NW | NW | SW | SW | 2310 S | 330 W  | OIL   |     |
| BEMIS SHUTTS  | 6         | 15-051-21785-0000 | 0.86000000 | 0.70756844 | Ellis    | 18     | 11 | 17 | W  | SW | NW | SE | SE | 1524 S | 2060 E | SWD   |     |
| BEMIS SHUTTS  | 7         | 15-051-22149-0001 | 0.92823329 | 0.73926139 | Stafford | 19     | 22 | 12 | W  | NE | SE | SW | SW | 946 S  | 2976 E | SWD   |     |
| BEMIS SHUTTS  | 8         | 15-051-23958-0000 | 0.92823329 | 0.73926139 | Stafford | 19     | 22 | 12 | W  | NE | SE | SW | SW | 4602 S | 3853 E | SWD   |     |
| BENSON        | 4         | 15-145-20633-0000 | 0.92823329 | 0.73926139 | Stafford | 19     | 22 | 12 | W  | SE | NE | NW | NW | 4294 S | 2943 E | OIL   |     |
| BENSON        | 6         | 15-145-21029-0000 | 0.92823329 | 0.73926139 | Stafford | 19     | 22 | 12 | W  | SE | NE | NW | NW | 3296 S | 2958 E | OR    |     |
| BENSON        | 2         | 15-167-19214-0001 | 0.39357989 | 0.33428961 | Russell  | 32     | 11 | 15 | W  | SW | SE | NW | NW | 2310 N | 1650 W | OIL   |     |
| BOOTH A       | 3         | 15-167-06522-0002 | 0.39357989 | 0.33428961 | Russell  | 32     | 11 | 15 | W  | NW | SE | NW | NW | 1650 N | 1650 W | OIL   |     |
| BOOTH A       | 4         | 15-167-06517-0001 | 0.39357989 | 0.33428961 | Russell  | 32     | 11 | 15 | W  | S2 | NE | NW | NW | 990 N  | 1980 W | OIL   |     |
| BOOTH A       | 5         | 15-167-06192-0001 | 0.39357989 | 0.33428961 | Russell  | 32     | 11 | 15 | W  | SE | SE | NW | NW | 3082 S | 3047 E | OR    |     |
| BRANDENBERG   | 9         | 15-167-02722-0000 | 0.86000000 | 0.70756844 | Russell  | 20     | 14 | 14 | W  | SE | NW | NW | NW | 990 N  | 990 W  | OIL   |     |
| BRANDENBURG   | 10        | 15-167-22693-0000 | 0.86000000 | 0.70756844 | Russell  | 20     | 14 | 14 | W  | NE | SW | NW | NW | 3630 S | 4290 E | OIL   |     |
| BRANDENBURG   | 11        | 15-167-22872-0001 | 0.86000000 | 0.70756844 | Russell  | 20     | 14 | 14 | W  | SE | SW | NW | NW | 2970 S | 4190 E | OIL   |     |
| BRANDENBURG   | 12        | 15-167-23029-0001 | 0.86000000 | 0.70756844 | Russell  | 20     | 14 | 14 | W  | W2 | NW | SE | NW | 3630 S | 3730 E | OIL   |     |
| BRANDENBURG   | 13        | 15-167-23149-0001 | 0.86000000 | 0.70756844 | Russell  | 20     | 14 | 14 | W  | NW | NW | NW | NW | 4861 S | 4654 E | SWD   |     |
| BRANDENBURG   | 14        | 15-167-23628-0000 | 0.86000000 | 0.70756844 | Russell  | 20     | 14 | 14 | W  | SE | NW | NW | NW | 1040 N | 480 W  | OIL   |     |
| BRAUN A       | 1         | 15-051-20515-0001 | 0.92823329 | 0.73926139 | Stafford | 19     | 22 | 12 | W  | SE | SE | SW | SW | 330 S  | 2970 E | OIL   |     |
| BRAUN A       | 2         | 15-051-20526-0001 | 0.92823329 | 0.73926139 | Stafford | 19     | 22 | 12 | W  | SE | SE | SW | SW | 330 S  | 2970 E | OIL   |     |
| BRAUN A       | 4         | 15-051-21847-0000 | 0.92823329 | 0.73926139 | Stafford | 19     | 22 | 12 | W  | NE | SW | SW | SW | 990 S  | 700 W  | OIL   |     |
| BRAUN A SWD   | 1(5)      | 15-051-21905-0001 | 0.92823329 | 0.73926139 | Stafford | 19     | 22 | 12 | W  | NE | SW | SW | SW | 990 S  | 700 W  | OIL   |     |
| BRAUN B       | 2         | 15-051-23269-0000 | 0.92823329 | 0.73926139 | Stafford | 19     | 22 | 12 | W  | NE | SW | SW | SW | 986 S  | 4008 E | SWD   |     |
| BRAUN B       | 4         | 15-051-24767-0000 | 0.92823329 | 0.73926139 | Stafford | 19     | 22 | 12 | W  | NW | NE | SW | SW | 2310 S | 3630 E | OIL   |     |
| BRENSING H    | 2         | 15-097-21407-0000 | 0.78716037 | 0.62669173 | Krowa    | 20     | 27 | 20 | W  | NE | SW | SW | SW | 2100 S | 2970 E | OIL   |     |
| BRONSON       | 2         | 15-167-39658-0001 | 0.62861787 | 0.53337415 | Russell  | 20     | 11 | 15 | W  | NE | SE | NE | SE | 2100 S | 650 E  | OIL   |     |
| BRUNGARDT J J | 1         | 15-167-36534-0000 | 0.58480000 | 0.49484744 | Russell  | 31     | 12 | 15 | W  | NE | NW | SE | SE | 2310 S | 1650 E | OIL   |     |
| BRUNGARDT J J | 4         | 15-167-20107-0001 | 0.58480000 | 0.49484744 | Russell  | 31     | 12 | 15 | W  | NE | NW | NW | NW | 4950 S | 4290 E | OIL   |     |
| BRUNGARDT J J | 5         | 15-167-20132-0000 | 0.58480000 | 0.49484744 | Russell  | 31     | 12 | 15 | W  | E2 | NW | NW | NW | 4950 S | 4950 E | OIL   |     |









Exhibit A

| Lease Name   | Well No. | API Number        | Acres      | County   | Sec | Twp | R  | DR | Q1 | Q2 | Q3 | Q4 | Est. Val. | SW     | SE  | NE | NW | Est. Val. |
|--------------|----------|-------------------|------------|----------|-----|-----|----|----|----|----|----|----|-----------|--------|-----|----|----|-----------|
| MARVIN BRAUN | 12       | 15-051-25360-0001 | 0.92823329 | Ellis    | 22  | 13  | 18 | W  | SE | SE | SE | SE | 2999 S    | 3046 E | EOB |    |    | 3046 E    |
| MARVIN BRAUN | 2-D      | 15-051-20507-0002 | 0.92823329 | Ellis    | 22  | 13  | 18 | W  | SE | NE | NW | NW | 990 N     | 2970 E | OIL |    |    | 990 N     |
| MARVIN BRAUN | 4        | 15-051-20540-0001 | 0.92823329 | Ellis    | 22  | 13  | 18 | W  | NE | NW | NW | NW | 330 N     | 990 W  | OIL |    |    | 330 N     |
| MARVIN BRAUN | 5        | 15-051-20546-0001 | 0.92823329 | EOB      | 22  | 13  | 18 | W  | SW | NE | NW | NW | 4130 N    | 3613 E | EOB |    |    | 4130 N    |
| MARVIN BRAUN | 7        | 15-051-21614-0002 | 0.92823329 | Ellis    | 22  | 13  | 18 | W  | NW | NE | NW | NW | 4950 S    | 3530 E | OIL |    |    | 4950 S    |
| MARVIN BRAUN | 8        | 15-051-21775-0001 | 0.92823329 | Ellis    | 22  | 13  | 18 | W  | SE | NW | NW | NW | 1100 N    | 1100 W | OIL |    |    | 1100 N    |
| MARVIN BRAUN | 9        | 15-051-21848-0000 | 0.92823329 | Ellis    | 22  | 13  | 18 | W  | NW | SE | NW | NW | 1650 N    | 1650 W | OIL |    |    | 1650 N    |
| NEWCOMER C L | 1        | 15-167-06854-0000 | 0.92823329 | Russell  | 10  | 14  | 14 | W  | SW | NE | NE | NE | 4290 S    | 990 E  | OIL |    |    | 4290 S    |
| NEWCOMER C L | 2        | 15-167-06855-0000 | 0.92823329 | Russell  | 10  | 14  | 14 | W  | SW | NW | NE | NE | 4305 S    | 2319 E | OIL |    |    | 4305 S    |
| NEWCOMER C L | 3        | 15-167-19221-0000 | 0.92823329 | Russell  | 10  | 14  | 14 | W  | SW | SW | NW | NE | 2970 S    | 2510 E | OIL |    |    | 2970 S    |
| NEWCOMER C L | 4        | 15-167-06856-0000 | 0.92823329 | Russell  | 10  | 14  | 14 | W  | SW | SE | NE | NE | 2970 S    | 990 E  | OIL |    |    | 2970 S    |
| NEWCOMER C L | 6        | 15-167-30236-0001 | 0.92823329 | Russell  | 10  | 14  | 14 | W  | SW | SE | NW | NE | 4950 S    | 2310 E | OIL |    |    | 4950 S    |
| NEWCOMER C L | 7        | 15-167-20276-0000 | 0.92823329 | Russell  | 10  | 14  | 14 | W  | SW | SE | NW | NE | 1008 N    | 1711 E | OIL |    |    | 1008 N    |
| NEWCOMER C L | 9        | 15-167-23675-0000 | 0.92823329 | Russell  | 10  | 14  | 14 | W  | SW | SE | NW | NE | 4290 S    | 990 E  | OIL |    |    | 4290 S    |
| NOTE         | 1-20     | 15-185-22642-0001 | 0.92823329 | Stafford | 20  | 22  | 12 | W  | NE | NW | SW | SW | 2310 S    | 4290 E | OIL |    |    | 2310 S    |
| NOTE         | 2-20     | 15-185-22238-0000 | 0.92823329 | Stafford | 20  | 22  | 12 | W  | NE | NW | SW | SW | 1650 S    | 4950 E | OIL |    |    | 1650 S    |
| NOTE         | 3-20     | 15-185-23239-0000 | 0.92823329 | Stafford | 20  | 22  | 12 | W  | NE | NW | SW | SW | 1650 S    | 4950 E | OIL |    |    | 1650 S    |
| NOTE         | 4-20     | 15-185-23274-0000 | 0.92823329 | Stafford | 20  | 22  | 12 | W  | NE | NW | SW | SW | 1650 S    | 4950 E | OIL |    |    | 1650 S    |
| OSWALD       | 10       | 15-167-45261-0000 | 0.58480000 | Stafford | 20  | 22  | 12 | W  | NE | NW | SW | SW | 3630 S    | 4290 E | OIL |    |    | 3630 S    |
| OSWALD       | 11       | 15-167-45256-0003 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | NE | NW | NW | NW | 4290 S    | 2970 E | OIL |    |    | 4290 S    |
| OSWALD       | 13       | 15-167-45247-0000 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | SE | NE | NW | NW | 4290 S    | 2970 E | OIL |    |    | 4290 S    |
| OSWALD       | 14       | 15-167-45249-0000 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | SE | NE | NW | NW | 4290 S    | 2970 E | OIL |    |    | 4290 S    |
| OSWALD       | 15       | 15-167-41803-0000 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | SW | NW | NW | NW | 4290 S    | 2970 E | OIL |    |    | 4290 S    |
| OSWALD       | 16       | 15-167-39713-0000 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | SW | NW | NW | NW | 3630 S    | 4950 E | OIL |    |    | 3630 S    |
| OSWALD       | 18       | 15-167-19198-0000 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | NW | SE | NW | NW | 3630 S    | 4950 E | OIL |    |    | 3630 S    |
| OSWALD       | 19       | 15-167-20224-0000 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | NE | NW | NW | NW | 5209 S    | 4002 E | EOB |    |    | 5209 S    |
| OSWALD       | 2        | 15-167-45275-0000 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | NE | NE | NW | NW | 5202 S    | 2716 E | EOB |    |    | 5202 S    |
| OSWALD       | 20       | 15-167-20228-0000 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | SE | SE | NW | NW | 2970 S    | 4290 E | OIL |    |    | 2970 S    |
| OSWALD       | 21       | 15-167-20290-0001 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | SE | SE | NW | NW | 2637 S    | 2747 E | EOB |    |    | 2637 S    |
| OSWALD       | 22       | 15-167-20951-0000 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | SE | SE | NW | NW | 2619 S    | 4706 E | EOB |    |    | 2619 S    |
| OSWALD       | 23       | 15-167-20811-0001 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | E2 | SE | SE | SE | 2970 S    | 2920 E | OIL |    |    | 2970 S    |
| OSWALD       | 24       | 15-167-22554-0000 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | E2 | SE | SE | SE | 3978 S    | 4030 E | EOB |    |    | 3978 S    |
| OSWALD       | 25       | 15-167-22619-0001 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | E2 | SW | NE | NW | 4290 S    | 3530 E | OIL |    |    | 4290 S    |
| OSWALD       | 26       | 15-167-22632-0001 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | E2 | SW | NE | NW | 3070 S    | 3630 E | OIL |    |    | 3070 S    |
| OSWALD       | 27       | 15-167-22633-0000 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | E2 | SW | NE | NW | 3661 S    | 3024 E | EOB |    |    | 3661 S    |
| OSWALD       | 28       | 15-167-22634-0000 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | E2 | SW | NW | NW | 3630 S    | 3530 E | OIL |    |    | 3630 S    |
| OSWALD       | 5        | 15-167-45270-0000 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | E2 | SW | NW | NW | 2970 S    | 4850 E | OIL |    |    | 2970 S    |
| OSWALD       | 6        | 15-167-45267-0000 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | E2 | SW | NW | NW | 4950 S    | 4290 E | OIL |    |    | 4950 S    |
| OSWALD       | 7        | 15-167-45251-0001 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | E2 | SW | NW | NW | 4950 S    | 3650 E | OIL |    |    | 4950 S    |
| OSWALD       | 8        | 15-167-45266-0000 | 0.58480000 | Russell  | 8   | 12  | 15 | W  | E2 | SW | NW | NW | 4950 S    | 2970 E | OIL |    |    | 4950 S    |
| REYNOLDS     | 1        | 15-039-20899-0000 | 0.92823329 | Comanche | 19  | 32  | 19 | W  | SE | SE | SE | SE | 735 S     | 616 E  | GAS |    |    | 735 S     |
| RIEDEL F V   | 7        | 15-009-20186-0000 | 0.78716037 | Barton   | 4   | 18  | 14 | W  | SW | SW | NE | NE | 2970 S    | 2310 E | OIL |    |    | 2970 S    |
| RIEDEL F V   | 8        | 15-009-23511-0001 | 0.78716037 | Barton   | 4   | 18  | 14 | W  | SW | SW | NE | NE | 3319 S    | 823 E  | SMD |    |    | 3319 S    |
| RIEDEL F V   | 1        | 15-009-04557-0000 | 0.92823329 | Barton   | 4   | 18  | 14 | W  | SE | NE | NW | NW | 990 N     | 2970 E | OIL |    |    | 990 N     |
| ROESNER      | 13       | 15-167-20268-0000 | 0.86600000 | Russell  | 9   | 15  | 13 | W  | SE | SW | SW | SW | 656 S     | 4049 E | OIL |    |    | 656 S     |
| ROESNER      | 14       | 15-167-20272-0000 | 0.86600000 | Russell  | 9   | 15  | 13 | W  | NE | SE | SW | SW | 1114 S    | 2946 E | OIL |    |    | 1114 S    |
| ROESNER      | 15       | 15-167-22727-0000 | 0.86600000 | Russell  | 9   | 15  | 13 | W  | SW | SE | SE | SE | 328 S     | 1242 E | OIL |    |    | 328 S     |







