

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 _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRDL/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	_____	_____
_____	_____	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
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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: _____

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

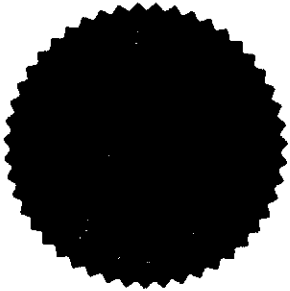
STATE OF NEW SOUTH WALES §
§
COUNTY OF GIDNEY §

ALEXANDER This instrument was acknowledged before me on 17th 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.:

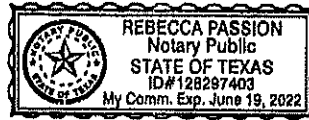


Exhibit A

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	0.70756844	Ellis	18	11	17	W	NE	SE	SW	SW	946 S	2976 E	SWD	
BEMIS SHUTTS	8	15-051-23958-0000	0.92823329	0.70756844	Ellis	18	11	17	W	NE	N2	NW	NW	4602 S	3853 E	SWD	
BENSON	4	15-145-20633-0000	0.92823329	0.77340566	Pawnee	30	23	15	W	SE	NE	NW	NW	4294 S	2943 E	OIL	
BENSON	6	15-145-21029-0000	0.92823329	0.77340566	Pawnee	30	23	15	W	SE	NE	NW	NW	3296 S	2958 E	OR	
BOOTH A	2	15-167-19214-0001	0.39357989	0.39428961	Russell	32	11	15	W	SW	SE	NW	NW	2310 N	1650 W	OIL	
BOOTH A	3	15-167-06522-0002	0.39357989	0.39428961	Russell	32	11	15	W	NW	SE	NW	NW	1650 N	1650 W	OIL	
BOOTH A	4	15-167-06517-0001	0.39357989	0.39428961	Russell	32	11	15	W	S2	NE	NW	NW	990 N	1980 W	OIL	
BOOTH A	5	15-167-06192-0001	0.39357989	0.39428961	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	SW	NW	NW	1040 N	480 W	OIL	
BRAUN A	1	15-051-20515-0001	0.92823329	0.73926139	Ellis	15	13	18	W	SE	SE	SW	SW	330 S	2970 E	OIL	
BRAUN A	2	15-051-20526-0001	0.92823329	0.73926139	Ellis	15	13	18	W	SE	SE	SW	SW	330 S	2970 E	OIL	
BRAUN A	4	15-051-21847-0000	0.92823329	0.73926139	Ellis	15	13	18	W	NE	SW	SW	SW	990 S	700 W	OIL	
BRAUN A SWD	1(5)	15-051-21905-0001	0.92823329	0.73926139	Ellis	15	13	18	W	NE	SW	SW	SW	990 S	700 W	OIL	
BRAUN B	2	15-051-23269-0000	0.92823329	0.72412140	Ellis	22	13	18	W	NE	SW	SW	SW	986 S	4008 E	SWD	
BRAUN B	4	15-051-24767-0000	0.92823329	0.72412140	Ellis	22	13	18	W	NW	NE	SW	SW	2310 S	3630 E	OIL	
BRENSING H	2	15-097-21407-0000	0.78716037	0.66058203	Krowa	20	27	20	W	NE	SW	SW	SW	2100 S	2970 E	OIL	
BRONSON	1	15-167-39658-0001	0.62861787	0.53337415	Russell	20	11	15	W	NE	NW	SE	SE	2310 S	650 E	OIL	
BRUNGARDT J J	2	15-167-36534-0000	0.58480000	0.49484744	Russell	31	12	15	W	NE	NW	NW	NW	4950 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	4290 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

Well No	API Number	VF	Unit	Sec	Twp	Rge	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10
CARMICHAEL A	10	15-051-19129-0001	0.92823329	0.78692360	Ellis	18	11	17 W	E2	NW	SW	NW	NW	1650 N	1320 N	585 W
CARMICHAEL A	12	15-051-24683-0000	0.92823329	0.78692360	Ellis	18	11	17 W	E2	NW	SW	NW	NW	1320 N	1320 N	1520 W
CARMICHAEL A	14	15-051-24717-0000	0.92823329	0.78692360	Ellis	18	11	17 W	E2	NW	SW	NW	NW	3960 S	4950 S	3960 E
CARMICHAEL A	15	15-051-25732-0000	0.92823329	0.78692360	Ellis	18	11	17 W	E2	NW	SW	NW	NW	1972 N	1972 N	1247 W
CARMICHAEL A	16	15-051-26742-0000	0.92823329	0.78692360	Ellis	18	11	17 W	E2	NW	SW	NW	NW	1285 N	1285 N	350 W
CARMICHAEL A	19	15-051-26747-0000	0.93402839	0.79245506	Ellis	18	11	17 W	E2	NW	SW	NW	NW	833 N	990 N	1323 W
CARMICHAEL A	2	15-051-19127-0000	0.92823329	0.78692360	Ellis	18	11	17 W	E2	NW	SW	NW	NW	990 N	990 N	660 W
CARMICHAEL A	3	15-051-19128-0001	0.92823329	0.78692360	Ellis	18	11	17 W	E2	NW	SW	NW	NW	3650 S	4620 S	4620 E
CARMICHAEL A	4	15-051-05757-0000	0.92823329	0.78692360	Ellis	18	11	17 W	E2	NW	SW	NW	NW	2310 N	2310 N	660 W
CARMICHAEL A	5	15-051-05755-0000	0.92823329	0.78692360	Ellis	18	11	17 W	E2	NW	SW	NW	NW	1650 N	1650 N	1980 W
CARMICHAEL A	6	15-051-05756-0000	0.92823329	0.78692360	Ellis	18	11	17 W	E2	NW	SW	NW	NW	4290 S	4290 S	3500 E
CARMICHAEL A	9	15-051-06139-0000	0.92823329	0.78692360	Ellis	18	11	17 W	E2	NW	SW	NW	NW	330 N	330 N	585 W
CARMICHAEL B	2	15-051-02208-0000	0.92823329	0.78692360	Ellis	18	11	17 W	E2	NW	SW	NW	NW	4950 S	4950 S	1980 E
CARMICHAEL B	3	15-051-02209-0000	0.92823329	0.78692360	Ellis	18	11	17 W	E2	NW	SW	NW	NW	4620 S	4620 S	590 E
CARMICHAEL B	6	15-051-26616-0000	0.91020785	0.77165596	Ellis	18	11	17 W	E2	NW	SW	NW	NW	990 N	990 N	669 E
CARMICHAEL B	10	15-051-22408-0000	0.92823329	0.79004860	Ellis	17	11	17 W	E2	NW	SW	NW	NW	2310 N	2310 N	1320 W
CARMICHAEL C	11	15-051-24846-0000	0.92823329	0.79004860	Ellis	17	11	17 W	E2	NW	SW	NW	NW	3650 S	3650 S	3960 E
CARMICHAEL C	2	15-051-02187-0001	0.92823329	0.79004860	Ellis	17	11	17 W	E2	NW	SW	NW	NW	1650 N	1650 N	660 W
CARMICHAEL C	5	15-051-02190-0001	0.92823329	0.79004860	Ellis	17	11	17 W	E2	NW	SW	NW	NW	1850 N	1850 N	1980 W
CARMICHAEL D	2	15-051-19118-0001	0.92823329	0.79004860	Ellis	8	11	17 W	E2	NW	SW	NW	NW	990 S	990 S	4620 E
CARMICHAEL D	3	15-051-02130-0000	0.92823329	0.79004860	Ellis	8	11	17 W	E2	NW	SW	NW	NW	660 S	660 S	1650 W
CARMICHAEL D	4	15-051-19119-0000	0.92823329	0.79004860	Ellis	8	11	17 W	E2	NW	SW	NW	NW	2310 S	2310 S	2970 E
CARMICHAEL D	5	15-051-05601-0000	0.92823329	0.79004860	Ellis	8	11	17 W	E2	NW	SW	NW	NW	1650 S	1650 S	4950 E
CARMICHAEL D	6	15-051-24815-0000	0.92823329	0.79004860	Ellis	8	11	17 W	E2	NW	SW	NW	NW	1650 S	1650 S	4950 E
CARMICHAEL																
KOLLMAN EAST UNIT	1	15-051-25604-0000	0.92823329	0.78684610	Ellis	17	11	17 W	E2	NW	SW	NW	NW	1592 N		40 W
CARMICHAEL																
KOLLMAN WEST UNIT	1	15-051-25601-0000	0.92823329	0.78692360	Ellis	18	11	17 W	E2	NW	SW	NE	NE	1533 N		2461 E
CARMICHAEL																
KOLLMAN CENTRAL																
UNIT	1	15-051-25715-0000	0.92823329	0.78692360	Ellis	18	11	17 W	E2	NW	SW	SE	SE	1402 N		1316 E
CARMICHAEL-																
KOLLMAN WEST UNIT	2	15-051-25730-0000	0.92823329	0.78692360	Ellis	18	11	17 W	E2	NE	SE	NW	NW	1851 N		2541 W
CARMICHAEL-																
KOLLMAN WEST UNIT	3	15-051-25731-0000	0.92823329	0.78692360	Ellis	18	11	17 W	E2	NZ	NZ	NZ	NZ	646 N		2640 E
CARMICHAEL-																
KOLLMAN WEST UNIT	4	15-051-26165-0000	0.91020729	0.77165596	Ellis	18	11	17 W	E2	S2	NZ	NZ	NZ	2510 N		2640 E
CARMICHAEL-																
KOLLMAN WEST UNIT	4	15-051-26165-0000	0.91020729	0.77165596	Ellis	18	11	17 W	E2	S2	NZ	NZ	NZ	2510 N		2640 E
Clarence	1	15-119-21215-0001	0.04841300	0.03715700	Meade	24	33	30 W	E2	NW	SE	SE	SE	1968 N		2012 W
COBERLY																
PARTNERSHIP	15-1	15-069-21685-0000	0.99900800	0.78692360	Gove	15	14	29 W	E2	NW	NE	NE	NE	660 N		1650 E
COBERLY																
PARTNERSHIP	16-2	15-069-21687-0000	0.99000000	0.78692360	Gove	16	14	29 W	E2	NZ	NZ	NZ	NZ	1320 N		2651 W

Exhibit A

Lease Name	Well No.	API Number	W	NRI	County	Sec	Twp	Rge	Dir	CL	C3	O2	O1	Feet N	Feet W	Acres
ROESNER	16	15-167-23917-0000	0.86000000	0.72842344	Russell	9	15	13	W		NE	NW	SW	2167 S	4014 E	OIL
ROESNER	18	15-167-23003-0000	0.86000000	0.72842344	Russell	9	15	13	W		NW	NW	SW	2095 S	4993 E	OIL
ROESNER	19	15-167-23018-0000	0.86000000	0.72842344	Russell	9	15	13	W		NW	SW	SW	1318 S	5011 E	OIL
ROESNER	3	15-167-19199-0001	0.86000000	0.72842344	Russell	9	15	13	W		NW	SW	SW	991 S	4706 E	GOR
ROESNER	4	15-167-08547-0000	0.86000000	0.72842344	Russell	9	15	13	W		SW	NW	SW	1655 S	4684 E	OIL
ROESNER	7	15-167-08532-0001	0.86000000	0.72842344	Russell	9	15	13	W		SW	NE	SW	1657 S	3399 E	GOR
ROESNER	8	15-167-08551-0001	0.86000000	0.72842344	Russell	9	15	13	W		NW	SW	SE	984 S	2078 E	GOR
ROESNER	9	15-167-41724-0001	0.86000000	0.72842344	Russell	9	15	13	W		NW	NE	SW	2317 S	3351 E	OIL
ROTH D R	1-V	15-165-20389-0000	0.92823329	0.73769392	Rush	4	16	17	W		SW	NE	NE	4809 S	1020 E	OIL
ROTH D R	2-D	15-165-20395-0000	0.92823329	0.73769392	Rush	4	16	17	W		SW	NE	NE	4143 S	1006 E	OIL
ROTH D R	4-D	15-165-20400-0001	0.92823329	0.73769392	Rush	4	16	17	W		NW	SE	NE	3571 S	974 E	GOR
ROTH D R	QWMO	3-D	15-165-20395-0001	0.92823329	Rush	4	16	17	W		NE	NE	NE	4950 S	330 E	OIL
RUDE	3	15-009-20997-0000	0.92823329	0.73769392	Rush	4	16	17	W		NE	NE	NE	4950 S	330 E	OIL
RUDE	5	15-009-23864-0000	0.92823329	0.78854574	Barton	32	16	13	W		SW	SW	SW	330 S	330 W	OIL
RUDE	6	15-009-24320-0000	0.92823329	0.78854574	Barton	32	16	13	W		SW	SE	SW	330 S	1650 W	OIL
Sanderson-Harper B	1-18	15-025-21045-0000	0.11487501	0.08986364	Clark	18	34	21	W		NE	SW	SW	990 S	4290 E	OIL
SCHREMMER	2	15-009-22677-0000	0.92823329	0.78854574	Barton	31	16	13	W		NE	SW	SE	990 S	4290 W	GAS
SCHREMMER	3	15-009-23186-0001	0.92823329	0.78854574	Barton	31	16	13	W		NE	SW	SE	990 S	1650 E	OIL
SCHREMMER	5	15-009-23935-0000	0.92823329	0.78854574	Barton	31	16	13	W		SE	SW	SE	396 S	1847 E	SWD
SCHULZ F	1	15-185-20228-0001	0.92823329	0.13191667	Stafford	5	22	13	W		NW	SW	NE	660 S	2310 E	OIL
Shingie	24-1	15-119-21178-0001	0.15458985	0.09980816	Meade	24	33	30	W		NE	SW	NW	3635 S	2299 E	SWD
Shingie	24-2	15-119-21188-0000	0.15458985	0.11696267	Meade	24	33	30	W		W2	NE	SW	3580 N	4536 W	GAS
Shingie	24-3	15-119-21244-0001	0.15458985	0.11696267	Meade	24	33	30	W		W2	NE	SW	1984 N	3666 W	OIL
SIEPKES	12	15-185-23740-0000	0.89310400	0.76495049	Stafford	3	22	12	W		NE	NW	NW	4746 N	4063 W	SWD
SIEPKES A	10	15-185-21058-0001	0.86000000	0.72842344	Stafford	3	22	12	W		E2	SW	NE	1795 S	1807 E	OIL
SIEPKES A	11	15-185-23373-0000	0.86000000	0.72842344	Stafford	3	22	12	W		NW	SE	NE	3300 S	1650 E	OIL
SIEPKES A	13	15-185-23762-0000	0.86000000	0.66091722	Stafford	3	22	12	W		NW	NW	SW	3408 S	1058 E	OIL
SIEPKES A	9	15-185-20916-0001	0.86000000	0.66091722	Stafford	3	22	12	W		NW	NW	SW	1520 N	2350 E	OIL
Slagle	2-31	15-135-22945-0000	0.24358631	0.19966333	Ness	31	20	25	W		SW	NE	NE	4290 S	660 E	SWD
SODERSTROM	10	15-009-28470-0000	0.92823329	0.24358631	Ness	31	20	25	W		SE	NE	NE	1980 S	660 W	OIL
SODERSTROM	12	15-009-24093-0000	0.92823329	0.78854574	Barton	21	17	13	W		SW	SW	NE	3267 S	2093 E	SWD
SODERSTROM	13	15-009-25164-0000	0.92823329	0.78854574	Barton	21	17	13	W		W2	SE	SE	2790 S	3020 E	OIL
SODERSTROM	7	15-009-23132-0000	0.92823329	0.78854574	Barton	21	17	13	W		E2	SW	NW	2310 N	340 W	OIL
SODERSTROM	8	15-009-23274-0000	0.92823329	0.78854574	Barton	21	17	13	W		SW	SE	NW	2310 N	1650 W	OIL
SODERSTROM	9	15-009-23469-0000	0.92823329	0.78854574	Barton	21	17	13	W		SE	SE	NW	2310 N	4250 E	OIL
SODERSTROM	9	15-009-23469-0000	0.92823329	0.78854574	Barton	21	17	13	W		N2	SE	NE	1650 N	660 E	OIL
SOLOMON BOXBERGER	10	15-167-19179-0001	0.78716037	0.66857921	Russell	10	14	14	W		NW	SE	NW	3699 S	3670 E	GOR
SOLOMON BOXBERGER	11	15-167-20286-0001	0.78716037	0.66857921	Russell	10	14	14	W		NW	NW	NW	4939 S	4959 E	GOR
SOLOMON BOXBERGER	12	15-167-20072-0001	0.78716037	0.66857921	Russell	10	14	14	W		NE	NE	NW	4954 S	2995 E	OIL
SOLOMON BOXBERGER	13	15-167-20275-0000	0.78716037	0.66857921	Russell	10	14	14	W		NW	NE	NW	4954 S	3646 E	OIL
SOLOMON BOXBERGER	14	15-167-23674-0000	0.78716037	0.66857921	Russell	10	14	14	W		SW	NE	NW	1669 N	980 W	OIL

