

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
July 2014

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

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

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

Check Applicable Boxes:

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

Field Name: _____

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

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

_____ Sec. _____ Twp. _____ R. E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

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

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

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

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

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

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

Date: _____
Authorized Signature

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

Date: _____
Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

KANSAS CORPORATION COMMISSION
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Form KSONA-1

July 2014

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CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

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

Email Address: _____

Well Location:

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

County: _____

Lease Name: _____ Well #: _____

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

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

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

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

Select one of the following:

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

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

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

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

ASSIGNMENT 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

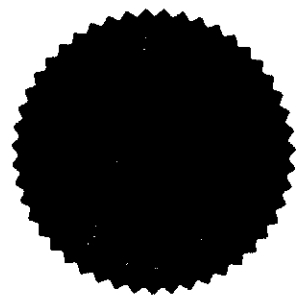


Exhibit A

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	SE	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	31	12	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

Lease Name	Well No.	API Number	Acres	County	Sec	Twp	R	DR	Q1	Q2	Q3	Q4	Est. Val.	Est. W. Val.	Est. Oil
MARVIN BRAUN	12	15-051-25360-0001	0.92823329	Ellis	22	13	18 W		SE	SE	SE	SE	2999 S	3046 E	EOB
MARVIN BRAUN	2-D	15-051-20507-0002	0.92823329	Ellis	22	13	18 W		SE	NE	NW	NW	990 N	2970 E	OIL
MARVIN BRAUN	4	15-051-20540-0001	0.92823329	Ellis	22	13	18 W		NE	NW	NW	NW	330 N	990 W	OIL
MARVIN BRAUN	5	15-051-20546-0001	0.92823329	EOB	22	13	18 W		SW	NE	NW	NW	4130 N	3613 E	EOB
MARVIN BRAUN	7	15-051-21614-0002	0.92823329	Ellis	22	13	18 W		NW	NE	NW	NW	4950 S	3530 E	OIL
MARVIN BRAUN	8	15-051-24175-0001	0.92823329	Ellis	22	13	18 W		SE	NW	NW	NW	1100 N	1100 W	OIL
MARVIN BRAUN	9	15-051-21848-0000	0.92823329	Ellis	22	13	18 W		NW	SE	NW	NW	1650 N	1650 W	OIL
NEWCOMER C L	1	15-167-06854-0000	0.92823329	Russell	10	14	14 W		SW	NE	NE	NE	4290 S	990 E	OIL
NEWCOMER C L	2	15-167-06855-0000	0.92823329	Russell	10	14	14 W		SW	NW	NE	NE	4305 S	2319 E	OIL
NEWCOMER C L	3	15-167-19221-0000	0.92823329	Russell	10	14	14 W		SW	SW	NE	NE	2970 S	2510 E	OIL
NEWCOMER C L	4	15-167-06856-0000	0.92823329	Russell	10	14	14 W		SW	SE	NE	NE	2970 S	990 E	OIL
NEWCOMER C L	6	15-167-30236-0001	0.92823329	Russell	10	14	14 W		SE	NE	NE	NE	4521 S	170 E	EOB
NEWCOMER C L	7	15-167-20276-0000	0.92823329	Russell	10	14	14 W		SE	NW	NE	NE	1008 N	1711 E	OIL
NEWCOMER C L	9	15-167-23675-0000	0.92823329	Russell	10	14	14 W		SE	NW	SW	SW	2310 S	4290 E	OIL
INOLTE	1-20	15-185-22642-0001	0.92823329	Stafford	20	22	12 W		NE	NW	SW	SW	1650 S	4950 E	OIL
INOLTE	2-20	15-185-22638-0000	0.92823329	Stafford	20	22	12 W		NE	NW	SW	SW	1650 S	4950 E	OIL
INOLTE	3-20	15-185-23239-0000	0.92823329	Stafford	20	22	12 W		SE	NW	SW	SW	1650 S	4950 E	OIL
INOLTE	4-20	15-185-23274-0000	0.92823329	Stafford	20	22	12 W		SE	NW	SW	SW	1650 S	4950 E	OIL
OSWALD	10	15-167-45261-0000	0.58480000	Stafford	8	12	15 W		NE	SW	NW	NW	3630 S	4290 E	OIL
OSWALD	11	15-167-45256-0003	0.58480000	Russell	8	12	15 W		SE	NE	NW	NW	4290 S	2970 E	OIL
OSWALD	13	15-167-45247-0000	0.58480000	Russell	8	12	15 W		SE	NE	NW	NW	4290 S	2970 E	OIL
OSWALD	14	15-167-45249-0000	0.58480000	Russell	8	12	15 W		SE	NW	NW	NW	4290 S	2970 E	OIL
OSWALD	15	15-167-41803-0000	0.58480000	Russell	8	12	15 W		SW	NW	NW	NW	4290 S	2970 E	OIL
OSWALD	16	15-167-39713-0000	0.58480000	Russell	8	12	15 W		NW	SE	NW	NW	3630 S	4950 E	OIL
OSWALD	18	15-167-19198-0000	0.58480000	Russell	8	12	15 W		NE	NW	NW	NW	5209 S	3630 E	OIL
OSWALD	19	15-167-20224-0000	0.58480000	Russell	8	12	15 W		NE	NW	NW	NW	5202 S	2716 E	EOB
OSWALD	2	15-167-45275-0000	0.58480000	Russell	8	12	15 W		NE	NE	NW	NW	4290 S	2970 E	OIL
OSWALD	20	15-167-20228-0000	0.58480000	Russell	8	12	15 W		SE	SE	NW	NW	2637 S	2747 E	EOB
OSWALD	21	15-167-20290-0001	0.58480000	Russell	8	12	15 W		SE	SE	W2	W2	2619 S	4706 E	EOB
OSWALD	22	15-167-20951-0000	0.58480000	Russell	8	12	15 W		E2	SE	SE	SE	2970 S	2970 E	OIL
OSWALD	23	15-167-20811-0001	0.58480000	Russell	8	12	15 W						3978 S	4030 E	EOB
OSWALD	24	15-167-22554-0000	0.58480000	Russell	8	12	15 W		E2	SW	NE	NW	4290 S	3530 E	OIL
OSWALD	25	15-167-22619-0001	0.58480000	Russell	8	12	15 W		SW	SE	NW	NW	3070 S	3630 E	OIL
OSWALD	26	15-167-22632-0001	0.58480000	Russell	8	12	15 W		E2	NW	SE	NW	3661 S	3024 E	EOB
OSWALD	27	15-167-22633-0000	0.58480000	Russell	8	12	15 W		E2	SW	NW	NW	3630 S	3530 E	OIL
OSWALD	28	15-167-22634-0000	0.58480000	Russell	8	12	15 W		E2	SW	NW	NW	2970 S	4850 E	OIL
OSWALD	5	15-167-45270-0000	0.58480000	Russell	8	12	15 W		E2	SW	NW	NW	4950 S	4290 E	OIL
OSWALD	6	15-167-45267-0000	0.58480000	Russell	8	12	15 W		E2	NW	NE	NW	4950 S	3650 E	OIL
OSWALD	7	15-167-45251-0001	0.58480000	Russell	8	12	15 W		E2	NW	NE	NW	4950 S	2970 E	OIL
OSWALD	8	15-167-45266-0000	0.58480000	Russell	8	12	15 W		E2	NW	NW	NW	4950 S	4950 E	OIL
REYNOLDS	1	15-039-20899-0000	0.92823329	Comanche	19	32	19 W		SE	SE	SE	SE	735 S	616 E	GAS
RIEDEL F V	7	15-009-20186-0000	0.78716037	Barton	4	18	14 W		SW	SW	NE	NE	2970 S	2310 E	OIL
RIEDEL F V	8	15-009-23511-0001	0.78716037	Barton	4	18	14 W		SW	SE	NE	NE	3319 S	823 E	SMD
RIEDEL F V	1	15-009-04557-0000	0.92823329	Barton	4	18	14 W		SE	NE	NW	NW	990 N	2970 E	OIL
ROESNER	13	15-167-20268-0000	0.86600000	Russell	9	15	13 W		SE	SW	SW	SW	656 S	4049 E	OIL
ROESNER	14	15-167-20272-0000	0.86600000	Russell	9	15	13 W		NE	SE	SW	SW	1114 S	2946 E	OIL
ROESNER	15	15-167-22727-0000	0.86600000	Russell	9	15	13 W		SW	SE	SE	SE	328 S	1242 E	OIL

Exhibit A

Lease Name	Well No.	API Number	UT	URL	County	Sec	Twp	Rf	Dir	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18	Q19	Q20	Q21	Q22	Q23	Q24	Q25	Q26	Q27	Q28	Q29	Q30	Q31	Q32	Q33	Q34	Q35	Q36	Q37	Q38	Q39	Q40	Q41	Q42	Q43	Q44	Q45	Q46	Q47	Q48	Q49	Q50	Q51	Q52	Q53	Q54	Q55	Q56	Q57	Q58	Q59	Q60	Q61	Q62	Q63	Q64	Q65	Q66	Q67	Q68	Q69	Q70	Q71	Q72	Q73	Q74	Q75	Q76	Q77	Q78	Q79	Q80	Q81	Q82	Q83	Q84	Q85	Q86	Q87	Q88	Q89	Q90	Q91	Q92	Q93	Q94	Q95	Q96	Q97	Q98	Q99	Q100	Q101	Q102	Q103	Q104	Q105	Q106	Q107	Q108	Q109	Q110	Q111	Q112	Q113	Q114	Q115	Q116	Q117	Q118	Q119	Q120	Q121	Q122	Q123	Q124	Q125	Q126	Q127	Q128	Q129	Q130	Q131	Q132	Q133	Q134	Q135	Q136	Q137	Q138	Q139	Q140	Q141	Q142	Q143	Q144	Q145	Q146	Q147	Q148	Q149	Q150	Q151	Q152	Q153	Q154	Q155	Q156	Q157	Q158	Q159	Q160	Q161	Q162	Q163	Q164	Q165	Q166	Q167	Q168	Q169	Q170	Q171	Q172	Q173	Q174	Q175	Q176	Q177	Q178	Q179	Q180	Q181	Q182	Q183	Q184	Q185	Q186	Q187	Q188	Q189	Q190	Q191	Q192	Q193	Q194	Q195	Q196	Q197	Q198	Q199	Q200	Q201	Q202	Q203	Q204	Q205	Q206	Q207	Q208	Q209	Q210	Q211	Q212	Q213	Q214	Q215	Q216	Q217	Q218	Q219	Q220	Q221	Q222	Q223	Q224	Q225	Q226	Q227	Q228	Q229	Q230	Q231	Q232	Q233	Q234	Q235	Q236	Q237	Q238	Q239	Q240	Q241	Q242	Q243	Q244	Q245	Q246	Q247	Q248	Q249	Q250	Q251	Q252	Q253	Q254	Q255	Q256	Q257	Q258	Q259	Q260	Q261	Q262	Q263	Q264	Q265	Q266	Q267	Q268	Q269	Q270	Q271	Q272	Q273	Q274	Q275	Q276	Q277	Q278	Q279	Q280	Q281	Q282	Q283	Q284	Q285	Q286	Q287	Q288	Q289	Q290	Q291	Q292	Q293	Q294	Q295	Q296	Q297	Q298	Q299	Q300	Q301	Q302	Q303	Q304	Q305	Q306	Q307	Q308	Q309	Q310	Q311	Q312	Q313	Q314	Q315	Q316	Q317	Q318	Q319	Q320	Q321	Q322	Q323	Q324	Q325	Q326	Q327	Q328	Q329	Q330	Q331	Q332	Q333	Q334	Q335	Q336	Q337	Q338	Q339	Q340	Q341	Q342	Q343	Q344	Q345	Q346	Q347	Q348	Q349	Q350	Q351	Q352	Q353	Q354	Q355	Q356	Q357	Q358	Q359	Q360	Q361	Q362	Q363	Q364	Q365	Q366	Q367	Q368	Q369	Q370	Q371	Q372	Q373	Q374	Q375	Q376	Q377	Q378	Q379	Q380	Q381	Q382	Q383	Q384	Q385	Q386	Q387	Q388	Q389	Q390	Q391	Q392	Q393	Q394	Q395	Q396	Q397	Q398	Q399	Q400	Q401	Q402	Q403	Q404	Q405	Q406	Q407	Q408	Q409	Q410	Q411	Q412	Q413	Q414	Q415	Q416	Q417	Q418	Q419	Q420	Q421	Q422	Q423	Q424	Q425	Q426	Q427	Q428	Q429	Q430	Q431	Q432	Q433	Q434	Q435	Q436	Q437	Q438	Q439	Q440	Q441	Q442	Q443	Q444	Q445	Q446	Q447	Q448	Q449	Q450	Q451	Q452	Q453	Q454	Q455	Q456	Q457	Q458	Q459	Q460	Q461	Q462	Q463	Q464	Q465	Q466	Q467	Q468	Q469	Q470	Q471	Q472	Q473	Q474	Q475	Q476	Q477	Q478	Q479	Q480	Q481	Q482	Q483	Q484	Q485	Q486	Q487	Q488	Q489	Q490	Q491	Q492	Q493	Q494	Q495	Q496	Q497	Q498	Q499	Q500	Q501	Q502	Q503	Q504	Q505	Q506	Q507	Q508	Q509	Q510	Q511	Q512	Q513	Q514	Q515	Q516	Q517	Q518	Q519	Q520	Q521	Q522	Q523	Q524	Q525	Q526	Q527	Q528	Q529	Q530	Q531	Q532	Q533	Q534	Q535	Q536	Q537	Q538	Q539	Q540	Q541	Q542	Q543	Q544	Q545	Q546	Q547	Q548	Q549	Q550	Q551	Q552	Q553	Q554	Q555	Q556	Q557	Q558	Q559	Q560	Q561	Q562	Q563	Q564	Q565	Q566	Q567	Q568	Q569	Q570	Q571	Q572	Q573	Q574	Q575	Q576	Q577	Q578	Q579	Q580	Q581	Q582	Q583	Q584	Q585	Q586	Q587	Q588	Q589	Q590	Q591	Q592	Q593	Q594	Q595	Q596	Q597	Q598	Q599	Q600	Q601	Q602	Q603	Q604	Q605	Q606	Q607	Q608	Q609	Q610	Q611	Q612	Q613	Q614	Q615	Q616	Q617	Q618	Q619	Q620	Q621	Q622	Q623	Q624	Q625	Q626	Q627	Q628	Q629	Q630	Q631	Q632	Q633	Q634	Q635	Q636	Q637	Q638	Q639	Q640	Q641	Q642	Q643	Q644	Q645	Q646	Q647	Q648	Q649	Q650	Q651	Q652	Q653	Q654	Q655	Q656	Q657	Q658	Q659	Q660	Q661	Q662	Q663	Q664	Q665	Q666	Q667	Q668	Q669	Q670	Q671	Q672	Q673	Q674	Q675	Q676	Q677	Q678	Q679	Q680	Q681	Q682	Q683	Q684	Q685	Q686	Q687	Q688	Q689	Q690	Q691	Q692	Q693	Q694	Q695	Q696	Q697	Q698	Q699	Q700	Q701	Q702	Q703	Q704	Q705	Q706	Q707	Q708	Q709	Q710	Q711	Q712	Q713	Q714	Q715	Q716	Q717	Q718	Q719	Q720	Q721	Q722	Q723	Q724	Q725	Q726	Q727	Q728	Q729	Q730	Q731	Q732	Q733	Q734	Q735	Q736	Q737	Q738	Q739	Q740	Q741	Q742	Q743	Q744	Q745	Q746	Q747	Q748	Q749	Q750	Q751	Q752	Q753	Q754	Q755	Q756	Q757	Q758	Q759	Q760	Q761	Q762	Q763	Q764	Q765	Q766	Q767	Q768	Q769	Q770	Q771	Q772	Q773	Q774	Q775	Q776	Q777	Q778	Q779	Q780	Q781	Q782	Q783	Q784	Q785	Q786	Q787	Q788	Q789	Q790	Q791	Q792	Q793	Q794	Q795	Q796	Q797	Q798	Q799	Q800	Q801	Q802	Q803	Q804	Q805	Q806	Q807	Q808	Q809	Q810	Q811	Q812	Q813	Q814	Q815	Q816	Q817	Q818	Q819	Q820	Q821	Q822	Q823	Q824	Q825	Q826	Q827	Q828	Q829	Q830	Q831	Q832	Q833	Q834	Q835	Q836	Q837	Q838	Q839	Q840	Q841	Q842	Q843	Q844	Q845	Q846	Q847	Q848	Q849	Q850	Q851	Q852	Q853	Q854	Q855	Q856	Q857	Q858	Q859	Q860	Q861	Q862	Q863	Q864	Q865	Q866	Q867	Q868	Q869	Q870	Q871	Q872	Q873	Q874	Q875	Q876	Q877	Q878	Q879	Q880	Q881	Q882	Q883	Q884	Q885	Q886	Q887	Q888	Q889	Q890	Q891	Q892	Q893	Q894	Q895	Q896	Q897	Q898	Q899	Q900	Q901	Q902	Q903	Q904	Q905	Q906	Q907	Q908	Q909	Q910	Q911	Q912	Q913	Q914	Q915	Q916	Q917	Q918	Q919	Q920	Q921	Q922	Q923	Q924	Q925	Q926	Q927	Q928	Q929	Q930	Q931	Q932	Q933	Q934	Q935	Q936	Q937	Q938	Q939	Q940	Q941	Q942	Q943	Q944	Q945	Q946	Q947	Q948	Q949	Q950	Q951	Q952	Q953	Q954	Q955	Q956	Q957	Q958	Q959	Q960	Q961	Q962	Q963	Q964	Q965	Q966	Q967	Q968	Q969	Q970	Q971	Q972	Q973	Q974	Q975	Q976	Q977	Q978	Q979	Q980	Q981	Q982	Q983	Q984	Q985	Q986	Q987	Q988	Q989	Q990	Q991	Q992	Q993	Q994	Q995	Q996	Q997	Q998	Q999	Q1000
SOLOMON BOXBERGER 2	15-167-19217-0003	0.78716037	0.66857921	Russell	10	14	14	W	SW	NE	NW	NE	NW	4280 S	3666 E	OIL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
SOLOMON BOXBERGER 4	15-167-37144-0000	0.78716037	0.66857921	Russell	10	14	14	W	SW	SE	NW	SE	NW	2962 S	3657 E	OIL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
SOLOMON BOXBERGER 5	15-167-05651-0000	0.78716037	0.66857921	Russell	10	14	14	W	SE	SW	NW	SE	NW	2947 S	4331 E	OIL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
SOLOMON BOXBERGER 6	15-167-05652-0000	0.78716037	0.66857921	Russell	10	14	14	W	SE	NW	NW	SE	NW	4272 S	4314 E	OIL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
SOLOMON BOXBERGER 7	15-167-05653-0000	0.78716037	0.66857921	Russell	10	14	14	W	SE	SE	NW	SE	NW	2962 S	3019 E	OIL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
SOLOMON BOXBERGER 8	15-167-06853-0000	0.78716037	0.66857921	Russell	10	14	14	W	NE	NW	NW	NE	NW	4943 S	4320 E	OIL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
SOLOMON BOXBERGER 9	15-167-37142-0001	0.78716037	0.66857921	Russell	10	14	14	W	NW	SW	NW	NW	SW	3596 S	4989 E	OIL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
STEIN	0.92823329	0.78692360	0.78692360	Ellis	7	11	17	W	S2	SW	SE	S2	SW	330 S	1580 E	OIL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
STICE J.A.	15-163-03177-0000	0.92823329	0.78692360	Rooks	27	8	19	W	S2	SE	SW	S2	SE	390 S	1980 W	OIL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
STICE J.A.	15-163-03178-0000	0.92823329	0.78692360	Rooks	27	8	19	W	NW	SE	SW	NW	SE	990 S	1650 W	OIL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
STICE J.A.	15-163-03663-0000	0.92823329	0.78692360	Rooks	27	8	19	W	NW	NE	SW	NW	NE	2310 S	1650 W	OIL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
STICE J.A.	15-163-03664-0000	0.92823329	0.78692360	Rooks	27	8	19	W	NW	SW	SE	NW	SW	990 S	2310 E	OIL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
STICE J.A.	15-163-22463-0000	0.92823329	0.78692360	Rooks	27	8	19	W	NW	NW	SE	NW	SE	2310 S	2310 E	OIL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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