

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
April 2019
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: _____

New Operator's Email: _____

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
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

Form Must Be Typed

Form must be Signed

All blanks must be Filled

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

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

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

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

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

Email Address: _____

Well Location:

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

County: _____

Lease Name: _____ Well #: _____

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

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

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

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

Select one of the following:

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

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

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

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



March 25, 2021

Kansas Corporation Commission

RE: Change of Operator
Nadel & Gussman to Sanguine Gas Exploration, LLC

To Whom It May Concern:

Be advised that Sanguine Gas Exploration, LLC, as Manager of Amicus Energy, LLC, will be the named operator for the following wells :

Fox A 1	-	API #15119000850001	-	Meade County, KS
Fox A 2	-	API #15119300710000	-	Meade County, KS
Miller 1-25	-	API #15199201950001	-	Wallace County, KS

Our address and Kansas License Number are as follows:

110 West 7th Street, Suite 2700
Tulsa, OK 74119
License #35808

Should you need anything further, please advise.

SANGUINE GAS EXPLORATION, LLC

AMICUS ENERGY, LLC

By: Sanguine Gas Exploration, LLC, its
Manager

A handwritten signature in blue ink that reads "Jill Burke".

By: Jill Burke
Manager

A handwritten signature in blue ink that reads "Tim Cargile".

By: Timothy R. Cargile
Manager

Address: 110 West 7th St, Suite 2700 Tulsa, Oklahoma 74119
Phone: (918) 494-6070

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS §

COUNTY OF MEADE §

THIS ASSIGNMENT AND BILL OF SALE (this “Assignment”), dated effective as of December 31, 2020 at 12:01 a.m. Central Time (the “Effective Time”), is made by and between **Nadel and Gussman Energy, LLC**, an Oklahoma limited liability company and **The HRG Corporation**, an Oklahoma Corporation (collectively referred to herein as “Assignor”), and **Amicus Energy, LLC**, an Oklahoma limited liability company (“Assignee”). This Assignment is executed and delivered in connection with and pursuant to the terms of that certain Purchase and Sale Agreement dated December 31, 2020 (the “PSA”). Assignor and Assignee are referred to individually as a “Party”, and collectively as the “Parties.”

1. Assignment. For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER unto Assignee, all of Assignor’s right, title, and interest in and to the interests and properties described below, less and except the Excluded Assets, (as hereinafter defined) (the “Conveyed Interests”):

1.1 all of the oil and gas leases described in Exhibit A, together with any and all other right, title and interest of Assignor in and to the leasehold estates created thereby (such interest in such leases, the “Leases”), and all leasehold rights in the lands covered by the Leases and any lands pooled or unitized therewith (such lands, the “Lands”);

1.2 all right, title and interest in and to the wells located on the Leases or Lands including but not limited to those set forth on Exhibit B (the “Wells”), whether producing, shut-in, inactive or plugged and abandoned and all Hydrocarbons produced therefrom or allocated thereto from and after the Effective Time;

1.3 all rights and interests in, under or derived from all unitization and pooling agreements, declarations and orders, whether recorded or unrecorded, in effect with respect to any of the Leases or Wells and the units created thereby (the “Units”) (the Leases, the Lands, the Wells, and the Units being collectively referred to hereinafter as the “Oil and Gas Properties”);

1.4 all permits, licenses, servitudes, easements, rights-of-way, surface leases, other surface interests and surface rights to the extent appurtenant to and used or held for use in connection with the ownership, operation, production, gathering, sale or disposal of Hydrocarbons or produced water from the Oil and Gas Properties (the “Easements”);

1.5 to the extent Lease-Owned, any equipment, machinery, fixtures and other personal, movable and mixed property, whether operational or nonoperational, known or unknown, located on or used or held for use in connection with any of the Oil and Gas Properties, including such Lease-Owned well equipment, casing, tubing, pumps, motors, machinery, tanks, boilers, fixtures, compression equipment, flowlines, pipelines, gathering systems associated with the Wells, manifolds, and all pads, structures, buildings, materials, and other items used in the operation thereof;

1.6 to the extent assignable, all Applicable Contracts and all rights thereunder;

1.7 all files, records and data (including electronic data) or copies thereof in the possession or control of Assignor to the extent specifically related to the Conveyed Interests, including: (i) lease files, land files, wells files, division order files, abstracts, title files, production records, non-interpretive maps, and accounting and tax records; (ii) AFEs, engineering records (to the extent not containing interpretive data), non-interpretive reservoir information, daily drilling and completion plans and reports, and wellbore diagrams; (iii) marketing contracts; and (iv) environmental files and records; and

1.8 to the extent Lease-Owned, any SCADA and measurement technology used in connection with the Conveyed Interests.

It is the intent of Assignor to convey, and this Assignment hereby conveys, to Assignee, subject to the reservations and conditions herein contained, from and after the Effective Time, the Conveyed Interests, regardless of the omission of any lease or leases, errors in description, any incorrect or misspelled names, or any transcribed or incorrect recording references.

TO HAVE AND TO HOLD all and singular such Conveyed Interests, together with all rights, titles, interests, estates, remedies, powers, and privileges thereunto appertaining unto Assignee and Assignee’s successors and assigns forever; subject to the following matters:

2. Excluded Assets. Notwithstanding anything contained herein to the contrary, Assignor hereby excepts and reserves from this Assignment (i) all fee, mineral, royalty and overriding royalty interests outside the wellbores of the Wells and (ii) any wells not described on Exhibit B which are operated by Nadel and Gussman, LLC or an affiliated operating entity.

3. Special Warranty of Title. Assignor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular title to the Conveyed Interests of Assignor unto Assignee and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise, subject, however, to the Permitted Encumbrances (the "Special Warranty").

4. Disclaimers.

4.1 EXCEPT AS SET FORTH IN THE SPECIAL WARRANTY, (i) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, REGARDING THE CONVEYED INTERESTS AND (ii) ASSIGNEE HAS NOT RELIED UPON, AND ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION REGARDING THE CONVEYED INTERESTS MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, OFFICERS, CONSULTANTS, ADVISORS OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ASSIGNOR OR ITS REPRESENTATIVES).

4.2 EXCEPT AS SET FORTH IN THE SPECIAL WARRANTY AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (i) TITLE TO ANY OF THE CONVEYED INTERESTS, (ii) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE CONVEYED INTERESTS, (iii) ANY ESTIMATES OF THE VALUE OF THE CONVEYED INTERESTS OR FUTURE REVENUES TO BE GENERATED BY THE CONVEYED INTERESTS, (iv) THE PRODUCTION OF OR ABILITY TO PRODUCE HYDROCARBONS FROM THE CONVEYED INTERESTS, AND (v) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE CONVEYED INTERESTS. EXCEPT AS AND TO THE LIMITED EXTENT REPRESENTED OTHERWISE AS SET FORTH IN THE SPECIAL WARRANTY AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY OF THE CONVEYED INTERESTS, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE CONVEYED INTERESTS 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.

5. Miscellaneous Certain Defined Terms. For purposes of this Assignment, the following capitalized terms shall have the meaning set forth below:

“Applicable Contracts” means any contract, agreement, or any other legally binding arrangement (but excluding, however, any Lease, easement, right-of-way, permit or other instrument creating or evidencing an interest in the Oil and Gas Properties or Easements or any real or immovable property related to or used in connection with the operations of any Oil and Gas Properties or Easements) to which Assignor is a party or is bound to the extent relating primarily to any of the Conveyed Interests and (in each case) that will be binding on Assignee after the Effective Time.

“Burden” means any and all royalties (including lessor’s royalty), overriding royalties, production payments, net profits interests, reversionary interests and other burdens upon, measured by or payable out of production (excluding, for the avoidance of doubt, any taxes).

“Encumbrance” means any lien, mortgage, security interest, pledge, charge or similar encumbrance.

“Governmental Authority” means any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

“Hydrocarbons” means oil and gas and other hydrocarbons (including condensate) produced or processed in association therewith (whether or not such item is in liquid or gaseous form), or any combination thereof, and any minerals produced in association therewith.

“Law” means any applicable statute, law, rule, regulation, ordinance, order, code, ruling, writ, injunction, decree or other official act of or by any Governmental Authority.

“Lease-Owned” means any personal property, equipment, fixture, or other asset related to the current operation of a Well or Wells or within a Unit for a Well or Wells which (a) was charged to the joint account of the working interest owners in such Well or Wells or (b) which would have been charged to the joint account of the working interest owners in such Well or Wells if there had been any co-working interest owners in such Well or Wells.

“Permitted Encumbrances” means (i) the terms and conditions of all Burdens, unit agreements, pooling agreements, agreements, farmout agreements, Hydrocarbon production sales contracts (including calls on production), division orders, and other contracts applicable to the Wells, but only to the extent such items do not materially interfere with the use and/or operation of the Conveyed Interests as currently operated by Assignor; (ii) liens for taxes not yet due or delinquent or, if delinquent, that are being contested in good faith by appropriate proceedings; (iii) customary post-assignment consents; (iv) conventional rights of reassignment; (v) all Laws and all rights reserved to or vested in any Governmental Authority: (a) to control or regulate any Leases or Wells in any manner; (b) by the terms of any right, power, franchise, grant, license or permit, or by any provision of Law, to terminate such right, power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any of the Leases or Wells; (c) to use such property in a manner which does not materially impair the use of such property for the purposes for which it is currently owned and operated; or (d) to enforce any obligations or duties affecting the Leases or Wells to any Governmental Authority with respect to any right, power, franchise, grant, license or permit; (vi) rights of a common owner of any interest in rights-of-way, permits or easements held by Assignor and such common owner as tenants in common or through common ownership; (vii) easements, conditions, covenants, restrictions, servitudes, permits, rights-of-way, surface leases, and other rights in the Leases or Wells for the purpose of operations, facilities, roads, alleys, highways, railways, pipelines, transmission lines, transportation lines, distribution lines, power lines, telephone lines, removal of timber, grazing, logging operations, canals, ditches, reservoirs and other like purposes, or for the joint or common use of real estate, rights-of-way, facilities and equipment that do not materially interfere with the ownership, operation or use of the Conveyed Interests as currently operated and used; (viii) vendors, carriers, warehousemen’s, repairmen’s, mechanics’, workmen’s, materialmen’s, employee’s, construction or other like liens arising by operation of Law in the ordinary course of business or incident to the construction or improvement of any Well in respect of obligations which are not yet due or delinquent or, if delinquent, which are being contested in good faith by appropriate proceedings by or on behalf of Assignor and for which Assignor are not in default; (ix) liens created under a Well or agreements or by operation of Law in respect of obligations that are not yet due or delinquent, or if delinquent, that are being contested in good faith by appropriate proceedings by or on behalf of Assignor; and (x) any mortgage lien of record on the fee estate or mineral fee estate from which title to the relevant Lease is derived which (a) predates the creation of the Lease and which is not currently subject to foreclosure or other enforcement proceedings by the holder of the mortgage lien and (b) has been subordinated to the applicable Lease.

5.1 **Further Cooperation.** From and after the date hereof, the Parties shall execute and deliver, or shall cause to be executed and delivered from time to time, such further instruments of conveyance and transfer, and shall take such other actions as a Party may reasonably request, to convey and deliver the Conveyed Interests to Assignee and to accomplish the orderly transfer of the Conveyed Interests to Assignee.

5.2 Governing Law. THIS ASSIGNMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RIGHTS, DUTIES AND THE LEGAL RELATIONS AMONG THE PARTIES HERETO AND THERETO SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION. ALL OF THE PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE FEDERAL COURTS OF THE UNITED STATES LOCATED IN TULSA COUNTY, OKLAHOMA OR THE STATE COURTS LOCATED IN TULSA COUNTY, OKLAHOMA FOR ANY ACTION ARISING OUT OF THIS ASSIGNMENT, OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS ASSIGNMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY SHALL BE EXCLUSIVELY LITIGATED IN SUCH COURTS DESCRIBED ABOVE HAVING SITES IN TULSA, OKLAHOMA AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER IN ANY MATTER WHATSOEVER ARISING OUT OF OR IN RELATION TO OR IN CONNECTION WITH THIS ASSIGNMENT.

5.3 Successors and Permitted Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

5.4 Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. Any signature hereto delivered by a Party by facsimile or other electronic transmission shall be deemed an original signature hereto.

5.5 Purchase and Sale Agreement. This Assignment is made subject to that certain unrecorded Purchase and Sale Agreement by and between Nadel and Gussman Energy, LLC, et al and Amicus Energy, LLC effective December 31, 2020 (the "PSA"). In the event of conflicts between this Assignment and the PSA, the PSA shall prevail.


[Signature pages follow.]

IN WITNESS WHEREOF, each of the Parties have executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

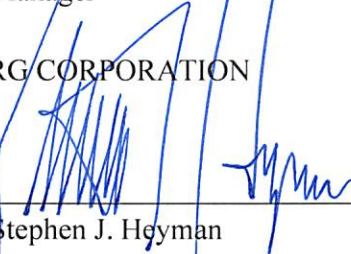
ASSIGNOR:

NADEL AND GUSSMAN ENERGY, LLC

By: Nadel and Gussman Management, LLC
Its Manager

By:  _____
Shelley Nichols
Manager


THE HRG CORPORATION

By:  _____
Stephen J. Heyman
Vice President

ASSIGNEE:

AMICUS ENERGY, LLC

By: Sanguine Gas Exploration, LLC
Its Manager

By:  _____
Jill E. Burke
Manager

ASSIGNOR ACKNOWLEDGMENT

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

The foregoing instrument was acknowledged before me on this 10th day of March, 2021, by Shelley Nichols, as Manager of Nadel and Gussman Management, LLC, the Manager of Nadel and Gussman Energy, LLC.

Paula Skidmore
Notary Public



My Commission Expires: 07-21-2024
My Commission Number: 00012158

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

The foregoing instrument was acknowledged before me on this 10th day of March, 2021, by Stephen J. Heyman as Vice President of The HRG Corporation.

Paula Skidmore
Notary Public



My Commission Expires: 07-21-2024
My Commission Number: 00012158

ASSIGNEE ACKNOWLEDGMENT

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

The foregoing instrument was acknowledged before me on this 25 day of March, 2021, by Jill E. Burke, as Manager of Sanguine Gas Exploration, LLC, the Manager of Amicus Energy, LLC.

Sara Cress
Notary Public



My Commission Expires: 7.14.2024
My Commission Number: 20008464

Exhibit A

Leases

All in Meade County, Kansas:

DATE: December 3, 1964
LESSOR: Raymond E. Adams, et ux
LESSEE: Lee Banks
RECORDED: Book 15/Page 200
DESCRIPTION: SW/4 SW/4, Section 3-35S-30W
W/2 SE/4, SE/4 SE/4, Section 4-35S-30W

DATE: December 4, 1953, Amended: February 19, 1965
LESSOR: Wendell B. Fox, et al
LESSEE: O. O. Nittendorf, Amended: Colorado Interstate Gas Co.
RECORDED: Book 9/Page 223, Amended: Book 15/Page 261
DESCRIPTION : W/2 NE/4, N/2 SE/4, Section 3-35S-30W

DATE: January 1, 1971
LESSOR: USA BLM 2-26642
LESSEE: Fred A. Glassco
RECORDED: Volume 23/Page 311
DESCRIPTION: NE/4, Section 1-35S-30W
Lot 2 and SE/4 NW/4 Section 6-35S-30W

DATE: January 7, 1971
LESSOR: Raymond E. Adams, Jr., et al
LESSEE: Leben Drilling, Inc.
RECORDED: Volume 20/Page 587
DESCRIPTION: S/2, Section 1-35S-30W

DATE: January 5, 1971
LESSOR: H.G. Adams, III, et ux
LESSEE: Leben Drilling, Inc.
RECORDED: Volume 20/Page 585
DESCRIPTION: All of Section 6-35S-29W except Lot 2 and the Southeast Quarter of the Northwest Quarter (SE/4 NW/4)

It is the intent of this Exhibit A to describe all of Assignor's leasehold rights associated with the wells described in Exhibit "B", including those rights within the E/2 & E/2 SW/4 of Section 1-35S-30W and the SW/4 & S/2 NW/4 of Section 6-35S-29W.

Exhibit B

Wells

All in Meade County, Kansas:

Well Name	API	Legal
ADAMS RANCH 1	15119200770000	Section 1-35S-30W
FOX 'A' 1	15119000850001	Section 3-35S-30W
FOX 'A' 2	15119300710000	Section 3-35S-30W