

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: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

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

_____ is acknowledged as
the new operator of the above named lease containing the surface pit

Permit No.: _____ . Recommended action: _____

permitted by No.: _____ .

Date: _____

Date: _____

Authorized Signature

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: _____

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

This Assignment, Conveyance and Bill of Sale (“*Assignment*”) is dated as of _____, 202__ (the “*Execution Date*”), by and between Woolsey Energy Corporation (“*WEC*”), a Kansas corporation, Woolsey Five, LLC, a Kansas limited liability Company (“*Five*”), Woolsey Operating Company, LLC, a Kansas limited liability company, Bluestem Gas Marketing, L.L.C., a Kansas limited liability company, American Pipeline Company, L.L.C., a Kansas limited liability company, SPUR, LLC, a Kansas limited liability company, SPUR II, LLC, a Kansas limited liability company, and SPUR III, LLC, a Kansas limited liability company (collectively, the “*Grantor*”) and BCE-Mach III LLC (“*Grantee*”), a Delaware limited liability company. Grantor and Grantee are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

Capitalized terms used but not defined herein, shall have the respective meanings set forth in that certain Purchase and Sale Agreement, dated as of December 1, 2021 (the “*PSA*”), as may be amended, by and between Grantor and Grantee.

ARTICLE 1. CONVEYANCE

Section 1.1 **Conveyance.** Subject to the terms and conditions hereof, with effect (unless another effective time is expressly stated herein) as of 7:00 a.m. Central Time on December 1, 2021 (the “*Effective Time*”), for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the provisions of the PSA, Grantor hereby sells, transfers, conveys and grants unto Grantee, and Grantee hereby accepts from Grantor, all of Grantor’s right, title and interest in and to the following property (collectively the “*Property*”, but excepting and excluding in all such instances, the Excluded Assets):

(i) the oil, gas, and mineral leases described in Exhibit A, Part 1, insofar and only insofar as those interests, rights, and leases cover and include the lands, depths, and rights described in Exhibit A, Part 1 whether producing or non-producing, together with any and all other right, title and interest of Grantor in and to the leasehold estates created thereby, including all working interests, net revenue interests, overriding royalties, production payments, net profits interests, carried interests, reversionary interests, and other Hydrocarbons interests of any kind or character derived therefrom or attributable thereto, as well as the operating rights thereunder, subject to the terms, conditions, covenants and obligations set forth in such leases (collectively, the “*Leases*”);

(ii) all oil, gas, and condensate wells (whether producing, not producing, shut-in or abandoned), water source, water injection, observation and other injection or disposal wells, and systems and all equipment of Grantor located on or attributable to the Leases or the Units including without limitation those wells described in Exhibit A, Part 2 (collectively, the “*Wells*”);

(iii) all rights, obligations, and interests in any units or pooled or communitized lands in which the Leases are included, to the extent that these rights, obligations, and interests arise from and are associated with the Leases, including, without limitation, all rights and obligations derived from any unitization, pooling, operating, communitization or other agreement or from any declaration or order of any Governmental Authority (collectively, the “*Units*”, and together with the Leases and Wells, the “*O&G Properties*”);

(iv) all saltwater disposal systems and related equipment and landowner agreements which are applicable to, used in operation with or associated with the ownership or operation of the O&G Properties, including all saltwater disposal systems and related equipment and landowner agreements which are applicable to, used in operation with or associated with the ownership or operation of the O&G Properties, including those described on Exhibit A, Part 3 (collectively, “**Saltwater Systems Interests**”);

(v) to the extent assignable or transferable at no cost to Grantor (unless Grantee agrees to pay such cost on behalf of Grantor), all easements, rights-of-way, licenses, permits, servitudes, surface leases, surface use agreements, surface fee tracts, and similar rights, obligations, and interests which are applicable to, used in operation with or associated with the ownership or operation of the O&G Properties, Saltwater Systems Interests and Pipeline Assets including those described on Exhibit A, Part 4 (collectively, the “**Easements**”);

(vi) all equipment, machinery, fixtures and other personal, movable and mixed property, operational and nonoperational, known or unknown, located on any of the O&G Properties or other Assets or which are applicable to, used in operation with or associated with the ownership or operation of the O&G Properties, Saltwater Systems Interests, Easements and Pipeline Assets including pipelines, gathering systems, manifolds, frac ponds, well equipment, casing, tubing, pumps, motors, fixtures, machinery, compression equipment, flow lines, processing and separation facilities, pads, structures, materials and other items used in the operation thereof (collectively, the “**Personal Property**”);

(vii) to the extent assignable or transferable at no cost to Grantor (unless Grantee agrees to pay such cost on behalf of Grantor), all contracts and agreements applicable to or burdening the O&G Properties, Saltwater Systems Interests, Easements and Pipeline Assets, including farmout agreements, farmin agreements, joint operating agreements, participation agreements, gathering agreements, transportation agreements, and Hydrocarbon (as defined in Section 1.3.1 of the PSA) sales agreements, equipment rental contracts and similar agreements, including, but not limited to, those described in Exhibit A, Part 5, insofar and only insofar as such contracts or agreements cover and apply to the O&G Properties or the Easements (collectively, the “**Related Contracts**”), but excluding from such definition all master service agreements, contracts or similar agreements of Grantor or any applicable Affiliates;

(viii) all Imbalances related to the O&G Properties;

(ix) to the extent assignable at no cost to Grantor (unless Grantee agrees to pay such cost on behalf of Grantor), originals or copies (whether paper or electronic) of all land and Lease files, right-of-way files, title records, title opinions, well logs, well tests, well files, mud logs, directional surveys, core reports, daily drilling records, machinery and equipment maintenance files, health, environmental and safety information and records, production and accounting records in Excel format reflecting current ownership decks, well master files, division of interest files, working interest owner name and address files and revenue and joint interest billing account information, Tax records (other than with respect to income or franchise Taxes), insofar and only insofar as such are primarily related to any of the O&G Properties, Saltwater Systems Interests, Easements, Pipeline Assets or the Related Contracts (collectively, the “**Property Records**”);

(x) the seismic, geological, geochemical or geophysical data, cores and logs in Grantor’s possession relating to the O&G Properties, except as otherwise provided in Section 1.2.1 of the PSA (collectively, the “**Data**”);

(xi) all Hydrocarbons produced from or attributable to the O&G Properties, to the extent such Hydrocarbons were produced from and after the Effective Time, and all Hydrocarbons for which Grantor receives an upward adjustment to the Purchase Price pursuant to Section 2.2.2(b) of the PSA;

(xii) the following items located at the Yard Facility: all printers, photocopiers, scanners, plotters, equipment, inventory, materials, vehicles and rolling stock, frac-swab tanks, office equipment and furniture and contents located at such Yard Facility;

(xiii) all rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses) whether arising on or after the Effective Time to the

extent such rights, claims, and causes of action relate to any of the Assets or any Buyer's Assumed Obligations;

(xiv) certain drilling prospects identified by Grantor prior to the Execution Date and described on Exhibit A, Part 7 (collectively, "**Drilling Prospects**"); and

(xv) all pipelines which are applicable to, used in operation with or associated with the ownership or operation of the O&G Properties, including three pipelines, one inactive pipeline, and gathering systems and all related equipment, property and rights-of-way associated therewith and contracts related to the operation thereof (collectively, "**Pipeline Assets**") as described on Exhibit A, Part 8; or Exhibit A, Part 4; and all applicable linefill.

EXCEPTING AND RESERVING to Grantor, however, the Excluded Assets identified on *Schedule EA*, including a thirty-five percent (35%) non-operating leasehold interest in and to the Leases covering the Ranger Lands (referred to as the Ranger Project) more specifically described on *Schedule EA*, including the Dargel 1, Hubbell #1 and #2, McElwain #1, McFadden #1 and Kilgore #2 wells, related equipment and other assets; a thirty-five percent (35%) non-operating leasehold interest in and to the Leases covering the Eagle West Lands (referred to as the Eagle West Prospect) more specifically described on *Schedule EA*, including the Farney A-1, Farney B-1 and Farney C-1 wells, related equipment and other assets; and a thirty-five percent (35%) non-operating interest in the respective Areas of Mutual Interest (referred to as the AMIs) of the Ranger Lands and the Eagle West Lands as shown on *Schedule EA* and as governed by the Ranger Joint Operating Agreement and the Eagle West Joint Operating Agreement, respectively.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever, by, through and under Grantor or its Affiliates, subject, however, to the terms and conditions of this Assignment.

Section 1.2 **Special Warranty**. Grantor shall, until the date that is two (2) years after the Closing Date ("**Special Warranty Termination Date**"), specially warrant Defensible Title to the Leases and the Wells from and against lawful Claims of third Persons, subject to the Permitted Encumbrances, arising by, through, and under Grantor, but not otherwise (the "**Special Warranty**"); provided, however, the Special Warranty shall cease and terminate on the Special Warranty Termination Date. The Special Warranty shall be subject to the further limitations and provisions in Section 5.7 of the PSA. The Parties acknowledge and agree that the foregoing warranty shall constitute and be considered a limited warranty of title by, through and under Grantor under the applicable Laws of the State of Kansas EXCEPT AS PROVIDED IN THE PRECEDING SENTENCES OF THIS SECTION 1.2, GRANTOR makes no warranty or representation, express, implied, statutory or otherwise, with respect to GRANTOR's title to any of the Property.

Section 1.3 **Disclaimers of Warranties**.

(a) EXCEPT AS EXPRESSLY SET FORTH IN THE PSA, GRANTOR WILL CONVEY THE PROPERTY TO GRANTEE WITHOUT ANY EXPRESS, STATUTORY OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND, INCLUDING WARRANTIES RELATING TO: (i) THE CONDITION OR MERCHANTABILITY OF THE PROPERTY; (ii) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; OR (iii) FREEDOM FROM OTHER DEFECTS. GRANTEE ACCEPTS THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN THE PSA, GRANTOR MAKES NO REPRESENTATION OR WARRANTY AS TO: (1) THE VALUE, QUALITY, QUANTITY, VOLUME OR DELIVERABILITY OF ANY OIL, GAS OR OTHER MINERALS OR RESERVES (IF ANY) IN, UNDER OR ATTRIBUTABLE TO THE PROPERTY (INCLUDING WITHOUT LIMITATION PRODUCTION RATES, DECLINE RATES AND RECOMPLETION OR DRILLING OPPORTUNITIES); (2) GAS BALANCING OR PAYOUT ACCOUNT INFORMATION, ALLOWABLES, OR OTHER REGULATORY MATTERS; (3) THE PHYSICAL, OPERATING, PERMITTING COMPLIANCE, REGULATORY COMPLIANCE, SAFETY OR ENVIRONMENTAL CONDITION OF THE PROPERTY; (4) PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR; OR (5) THE GEOLOGICAL OR ENGINEERING CONDITION OF THE PROPERTY OR ANY VALUE THEREOF.

(b) EXCEPT AS EXPRESSLY SET FORTH IN THE PSA, THE PARTIES EACH DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENTS OR COMMUNICATIONS (ORALLY OR IN WRITING) TO THE OTHER PARTY (INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION CONTAINED IN ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ANY SUCH PARTY BY ANY EMPLOYEE, OFFICER, DIRECTOR, AGENT, CONSULTANT, ENGINEER OR ENGINEERING FIRM, TRUSTEE, REPRESENTATIVE, PARTNER, MEMBER, BENEFICIARY, STOCKHOLDER OR CONTRACTOR OF SUCH DISCLAIMING PARTY OR ITS AFFILIATES) WHEREVER AND HOWEVER MADE, INCLUDING THOSE MADE IN ANY DATA ROOM AND ANY SUPPLEMENTS OR AMENDMENTS THERETO OR DURING ANY NEGOTIATIONS WITH RESPECT TO THE PSA OR ANY CONFIDENTIALITY, OR OTHER AGREEMENT PREVIOUSLY EXECUTED BY THE PARTIES WITH RESPECT TO THE PROPERTY. GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, OR MATERIALITY OF ANY DATA, INFORMATION OR RECORDS FURNISHED TO GRANTEE IN CONNECTION WITH THE PROPERTY. ANY DATA, INFORMATION OR OTHER RECORDS FURNISHED BY OR ON BEHALF OF GRANTOR ARE PROVIDED TO GRANTEE AS A CONVENIENCE ONLY, AND GRANTEE HAS NOT RELIED ON SUCH DATA, BUT GRANTEE HAS BEEN ADVISED BY AND HAS RELIED SOLELY ON ITS OWN EXPERTISE AND LEGAL, TAX, RESERVOIR ENGINEERING, ENVIRONMENTAL CONSULTING, AND OTHER PROFESSIONAL COUNSEL CONCERNING THIS TRANSACTION, THE PROPERTY AND THE VALUE THEREOF.

ARTICLE 2. ASSUMPTION OF OBLIGATIONS

Section 2.1 Assumed Obligations.

Grantee hereby assumes and agrees to fulfill, perform, pay and discharge (or cause to be timely fulfilled, performed, paid or discharged) all of the Buyer's Assumed Obligations under the PSA upon and after the Closing Date.

Section 2.2 Basic Documents.

The sale, transfer and conveyance of the Property to Grantee is subject to, and Grantee agrees to be bound to and to perform, any and all obligations under the Easements, Related Contracts and all other agreements or instruments pertaining to the Property (collectively, the "**Basic Documents**"), and, subject to Grantee's rights under the PSA, hereby assumes and agrees to fulfill, perform, pay and discharge all of Grantor's obligations under the Basic Documents; provided, however, that in no event will any Basic Documents include Excluded Assets, and Grantee's assumption of such obligations shall become effective upon and after the Closing Date, unless otherwise provided for under the PSA.

ARTICLE 3. MISCELLANEOUS

Section 3.1 Further Assurances.

Grantor and Grantee agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other Party for carrying out the purposes of this Assignment and the PSA.

Section 3.2 PSA.

This Assignment is delivered pursuant to, and hereby made subject to, the terms and conditions of 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.

Section 3.3 Successors and Assigns.

This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

Section 3.4 **Counterparts.**

This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. No Party shall be bound until such time as all of the Parties have executed counterparts of this Assignment.

[signature page follows]

IN WITNESS WHEREOF, this Assignment has been signed by each of the Parties on the date first above written.
(Corporate Seal)

**Woolsey Energy Corporation,
A Kansas corporation**

ATTEST:

Mark W. Woodring
(Assistant) Secretary

By: *Scott Fraizer*
Name: Scott Fraizer
Title: President / Treasurer

**Woolsey Five, LLC,
a Kansas limited liability company**

By: *Scott Fraizer*
Name: Scott Fraizer
Title: Manager

**Woolsey Operating Company, LLC, a Kansas
limited liability company**

By: *Scott Fraizer*
Name: Scott Fraizer
Title: Manager

**Bluestem Gas Marketing, L.L.C., a Kansas
limited liability company by Woolsey Companies, Inc.,
Manager**

By: *Scott Fraizer*
Name: Scott Fraizer
Title: President / Treasurer

**American Pipeline Company, L.L.C., a Kansas
limited liability company by Woolsey Companies, Inc.,
Manager**

By: *Scott Fraizer*
Name: Scott Fraizer
Title: President / Treasurer

**SPUR, LLC, a Kansas limited liability company by
Woolsey Energy Corporation, Manager**

By: *Scott Fraizer*
Name: Scott Fraizer
Title: President / Treasurer

**SPUR II, LLC, a Kansas limited liability by
company Woolsey Energy Corporation,
Manager**

By: *Scott Fraizer*
Name: Scott Fraizer
Title: President / Treasurer

SPUR III, LLC, a Kansas limited liability
company *by Woolsey Energy Corporation,
Manager*

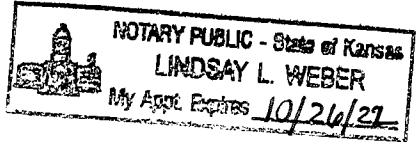
By: *Scott Fraizer*

Name: *Scott Fraizer*

Title: *President / Treasurer*

STATE OF KANSAS §
 §
COUNTY OF Sedgwick §

BE IT KNOWN, that on this 31st day of January, 2022a
before me, the undersigned authority, personally came and appeared Scott Fraizer
appearing herein in his capacity as manager of Woolsey Five, LLC, a Kansas
limited liability company, to me personally known to be the identical person whose name is
subscribed to the foregoing instrument as the said manager of said limited liability
company, and declared and acknowledged to me, Notary, that he executed the same on behalf of
said limited liability company with full authority of its Members, and that the said instrument is
the free act and deed of the said limited liability company and was executed for the uses,
purposes and benefits therein expressed.



Printed Name: Lindsay L. Weber

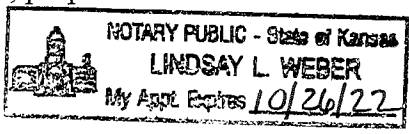
Notary Public for the State of Kansas
County of Sedgwick

Lindsay L. Weber

My commission expires: 10/26/22

STATE OF KANSAS §
 §
COUNTY OF Sedgwick §

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before me, the undersigned authority, personally came and appeared Scott Fraizer
appearing herein in his capacity as manager of Woolsey Operating Company, LLC,
a Kansas limited liability company, to me personally known to be the identical person whose
name is subscribed to the foregoing instrument as the said manager of said limited
liability company, and declared and acknowledged to me, Notary, that he executed the same on
behalf of said limited liability company with full authority of its Members, and that the said
instrument is the free act and deed of the said limited liability company and was executed for the
uses, purposes and benefits therein expressed.



Printed Name: Lindsay L. Weber

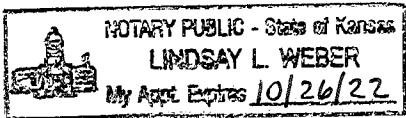
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County of Sedgwick

Lindsay L. Weber

My commission expires: 10/26/22

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COUNTY OF Sedgwick §

BE IT KNOWN, that on this 31st day of January, 2022, before me, the undersigned authority, personally came and appeared Scott Fraizer appearing herein in his capacity as President/Treasurer of Woolsey Companies Inc., as manager of Bluestem Gas Marketing, L.L.C., a Kansas limited liability company, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said President/Treasurer of Woolsey Companies Inc., as manager of said limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of its Members, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.



Printed Name: Lindsay L. Weber

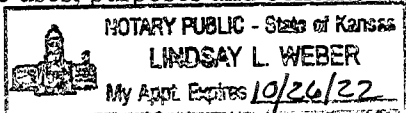
Notary Public for the State of Kansas
County of Sedgwick

Lindsay L. Weber

My commission expires: 10/26/22

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COUNTY OF Sedgwick §

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Printed Name: Lindsay L. Weber

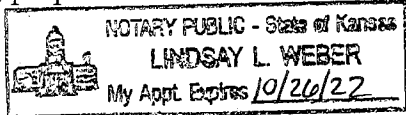
Notary Public for the State of Kansas
County of Sedgwick

Lindsay L. Weber

My commission expires: 10/26/22

STATE OF KANSAS §
COUNTY OF Sedgwick §

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Printed Name: Lindsay L. Weber

Notary Public for the State of Kansas
County of Sedgwick

My commission expires: 10/26/22

Lindsay L. Weber

**EXHIBIT "A" - PART 1
(LEASES)**

Contract File Number	Contract Alt. Number	Contract Lessor Name	Contract Original Lessee Name	Contract Date	Recording Information (Blk-Page)	County	State	Sec	Twn	Rng	SURVEY	BLK	Contract Legal Description
K-2023 (HBP)	SPICER "C" 1, SPICER GU "C" 2, 3, 4 (LEASE 3)	BERNIECE SPICER, A WIDOW	CAPROCK ENERGY CORP.	9/8/2005	304-585	Barber	KS	28	33S	10W			Township 33 South-Range 10 West Section 28: SE/4
K-2481 (HBP)	SPICER "C" 1, SPICER GU "C" 2, 3, 4 (LEASE 4)	MAX C. SCHOOLEY AND CHERYL R. SCHOOLEY, HUSBAND AND WIFE	CAPROCK ENERGY CORP.	10/31/2006	313-71	Barber	KS	28	33S	10W			Township 33 South-Range 10 West Section 28: E/2 NE/4
K-1962 (HBP)	TUCKER "A" GU 1, 2, 3, 4, 5 (LEASE 1)	TUCKER FAMILY AGRICULTURE COMPANY, LLC	TEI	4/5/2005	302-441	Barber	KS	29	33S	10W			Township 33 South-Range 10 West Section 28: W/2 NW/4 Section 29: E/2 NE/4
K-1879 (HBP)	VOGEL 1, 2, 3	ALBERT J. VOGEL	WOOLSEY PETROLEUM CORPORATION	8/27/2004	300-193	Barber	KS	30	33S	10W			Township 33 South-Range 10 West Section 30: Lots 3, 4, E/2 SW/4; a/d/a SW/4 Township 34 South-Range 10 West Section 6: NW/4
K-1843a (HBP)	JAHAY 1, 2, 4, 5 (LEASE 1); JAHAY 6 H (LEASE 1)	JAMES ERIC JAHAY AND JULIE JAHAY, HIS WIFE	WOOLSEY PETROLEUM CORPORATION	5/13/2004	299-458	Barber	KS	31	33S	10W			Township 33 South-Range 10 West Section 31: SW/4 and W/2 NW/4 Township 34 South-Range 10 West Section 6: NW/4
K-1843b (HBP)	JAHAY 1, 2, 4, 5 (LEASE 2); JAHAY 6 H (LEASE 2)	JILL LYNN GRAVES AND JOSH GRAVES, HER HUSBAND	TEI	5/20/2004	299-460	Barber	KS	31	33S	10W			Township 33 South-Range 10 West Section 31: W/2 NW/4, SW/4 Township 34 South-Range 10 West Section 6: NW/4
K-1843c (HBP)	JAHAY 1, 2, 4, 5 (LEASE 3); JAHAY 6 H (LEASE 3)	JOY MARIE BRANSCUM AND KEITH BRANSCUM, HER HUSBAND	TEI	5/20/2004	299-191	Barber	KS	31	33S	10W			Township 33 South-Range 10 West Section 31: SW/4 & W/2 NW/4 Township 34 South-Range 10 West Section 6: NW/4
K-1843d (HBP)	JAHAY 1, 2, 4, 5 (LEASE 4); JAHAY 6 H (LEASE 4)	JUDY ANN SCHMIDT AND TODD SCHMIDT, HER HUSBAND	TEI	5/20/2004	299-189	Barber	KS	31	33S	10W			Township 33 South-Range 10 West Section 31: SW/4 & W/2 NW/4 Township 34 South-Range 10 West Section 6: NW/4
K-1843e (HBP)	JAHAY 1, 2, 4, 5 (LEASE 5); JAHAY 6 H (LEASE 5)	JEFFREY LEE JAHAY, A SINGLE MAN	TEI	5/20/2004	299-462	Barber	KS	31	33S	10W			Township 33 South-Range 10 West Section 31: SW/4 & W/2 NW/4
K-2337 (HBP)	CIRCLE "A" 1, GU 2 (LEASE 4)	JACK H. CIRCLE TRUST DATED 7TH DAY OF OCTOBER, 1977 AND VIRGINIA A. CIRCLE TRUST DATED THE 7TH DAY OF OCTOBER, 1977	CAPROCK ENERGY CORP.	5/30/2006	310-161	Barber	KS	32	33S	10W			Township 33 South-Range 10 West Section 32: SE/4
K-2328 (HBP)	CIRCLE "A" 1, GU 2 (LEASE 1); CIRCLE "B" 1	CIRCLE INDUSTRIES, INC.	CAPROCK ENERGY CORP.	5/30/2006	310-139	Barber	KS	33	33S	10W			Township 33 South-Range 10 West Section 33: SW/4

**EXHIBIT "A" - PART 1
(LEASES)**

Contract File Number	Contract Alt. Number	Contract Lessor Name	Contract Original Lessee Name	Contract Date	Recording Information (Bk-Page)	County	State	Sec	TwN	Rng	SURVEY	BLK	Contract Legal Description
K-2329 (HBP)	CIRCLE "A" 1, GU 2 (LEASE 2)	CIRCLE INDUSTRIES, INC	CAPROCK ENERGY CORP.	5/30/2006	310-145	Barber	KS	5	34S	10W			Township 34 South-Range 10 West Section 5: E/2SE/4
K-2336 (HBP)	CIRCLE "A" 1, GU 2 (LEASE 3)	JACK H. CIRCLE TRUST DATED 7TH DAY OF OCTOBER, 1977 AND VIRGINIA A. CIRCLE TRUST DATED THE 7TH DAY OF OCTOBER, 1977	CAPROCK ENERGY CORP.	5/30/2006	310-159	Barber	KS	5	34S	10W			Township 34 South-Range 10 West Section 5: NW/4
K-2338 (HBP)	CIRCLE "A" 1, GU 2 (LEASE 5)	JACK H. CIRCLE TRUST DATED 7TH DAY OF OCTOBER, 1977 AND VIRGINIA A. CIRCLE TRUST DATED THE 7TH DAY OF OCTOBER, 1977	CAPROCK ENERGY CORP.	5/30/2006	310-157	Barber	KS	5	34S	10W			Township 34 South-Range 10 West Section 5: NE/4
K-1843a (HBP)	JAHAY 1, 2, 4, 5 (LEASE 1); JAHAY 6 H (LEASE 1)	JAMES ERIC JAHAY AND JULIE JAHAY, HIS WIFE	WOOLSEY PETROLEUM CORPORATION	5/13/2004	299-458	Barber	KS	6	34S	10W			Township 34 South-Range 10 West Section 6: NW/4 Township 33 South-Range 10 West Section 31: SW/4 and W/2 NW/4
K-1843b (HBP)	JAHAY 1, 2, 4, 5 (LEASE 2); JAHAY 6 H (LEASE 2)	JILL LYNN GRAVES AND JOSH GRAVES, HER HUSBAND	TEI	5/20/2004	299-460	Barber	KS	6	34S	10W			Township 34 South-Range 10 West Section 6: NW/4 Township 33 South-Range 10 West Section 31: W/2 NW/4, SW/4
K-1843c (HBP)	JAHAY 1, 2, 4, 5 (LEASE 3); JAHAY 6 H (LEASE 3)	JOY MARIE BRANSCUM AND KEITH BRANSCUM, HER HUSBAND	TEI	5/20/2004	299-191	Barber	KS	6	34S	10W			Township 34 South-Range 10 West Section 6: NW/4 Township 33 South-Range 10 West Section 31: SW/4 & W/2 NW/4
K-1843d (HBP)	JAHAY 1, 2, 4, 5 (LEASE 4); JAHAY 6 H (LEASE 4)	JUDY ANN SCHMIDT AND TODD SCHMIDT, HER HUSBAND	TEI	5/20/2004	299-189	Barber	KS	6	34S	10W			Township 34 South-Range 10 West Section 6: NW/4 Township 33 South-Range 10 West Section 31: SW/4 & W/2 NW/4
K-1843e (HBP)	JAHAY 1, 2, 4, 5 (LEASE 5); JAHAY 6 H (LEASE 5)	JEFFREY LEE JAHAY, A SINGLE MAN	TEI	5/20/2004	299-462	Barber	KS	6	34S	10W			Township 34 South-Range 10 West Section 6: NW/4 Township 33 South-Range 10 West Section 31: SW/4 & W/2 NW/4
K-2603 (HBP)	JAHAY "A" 1 (LEASE 1); JAHAY "A" GU 2 (LEASE 1); JAHAY 6 H (LEASE 6)	JAMES ERIC JAHAY AND JULIE JAHAY. HUSBAND AND WIFE	WOOLSEY ENERGY CORPORATION	5/8/2007	314-363	Barber	KS	6	34S	10W			Township 34 South-Range 10 West Section 6: Lot 6 (45.07); Lot 7 (44.22); E/2SW/4

**EXHIBIT "A" - PART 1
(LEASES)**

Contract File Number	Contract Alt. Number	Contract Lessor Name	Contract Original Lessee Name	Contract Date	Recording Information (Bk-Page)	County	State	Sec	Twn	Rng	SURVEY	BLK	Contract Legal Description
K-1858 (HBP)	FORESTER "D" 1, 2, 3 (LEASE 1)	BOYD B. FORESTER AND SALLY FORESTER, TRUSTEES OF THE BOYD B. FORESTER TRUST, DATED OCTOBER 30, 1995; SALLY FORESTER AND BOYD B. FORESTER, TRUSTEE OF THE SALLY FORESTER TRUST, DATED OCTOBER 30, 1995	WOOLSEY PETROLEUM CORPORATION	7/9/2004	299-432	Barber	KS	1	34S	11W			Township 34 South-Range 11 West Section 1: NW/4
K-1859 (HBP)	FORESTER "D" 1, 2, 3 (LEASE 2)	BOYD B. FORESTER AND SALLY FORESTER, TRUSTEES OF THE BOYD B. FORESTER TRUST, DATED OCTOBER 30, 1995; SALLY FORESTER AND BOYD B. FORESTER, TRUSTEE OF THE SALLY FORESTER TRUST, DATED OCTOBER 30, 1995	WOOLSEY PETROLEUM CORPORATION	7/9/2004	299-435	Barber	KS	1	34S	11W			Township 34 South-Range 11 West Section 1: SW/4
K-1904 (HBP)	SWARTZ "A" 1, 2, 3	FERN A. SWARTZ LIVING TRUST UNDER INDENTURE DATED JANUARY 24, 1991	TEI	10/5/2004	300-410	Barber	KS	1	34S	11W			Township 34 South-Range 11 West Section 1: Lots 1, 2, & S/2 NE/4; a/d/a NE/4
K-2604 (HBP)	JAHAY "A" 1 (LEASE 2); JAHAY "A" GU 2 (LEASE 2)	JAMES ERIC JAHAY AND JULIE JAHAY, HUSBAND AND WIFE	WOOLSEY ENERGY CORPORATION	5/8/2007	314-366	Barber	KS	1	34S	11W			Township 34 South-Range 11 West Section 1: SE/4
K-1745 (HBP)	POWELL "A" 1 OWWO, 2, 3; SPICER 1 H (LEASE 1)	SAM SPICER AND CATHY SPICER, HUSBAND AND WIFE	WOOLSEY PETROLEUM CORPORATION	10/26/2001	293-423	Barber	KS	2	34S	11W			Township 34 South-Range 11 West Section 2: W/2
K-1746 (HBP)	CIRCLE 1, 2, 3	SCOTT M. CIRCLE, TRUSTEE OF THE SCOTT M. CIRCLE LIVING TRUST DATED MAY 12, 1994; C/O SCOTT M. CIRCLE	WOOLSEY PETROLEUM CORPORATION	10/26/2001	291-325	Barber	KS	2	34S	11W			Township 34 South-Range 11 West Section 2: SE/4
K-1747a (HBP)	SPICER "A" 1, 3, 4 (LEASE 1)	BERNICE SPICER, A WIDOW	WOOLSEY PETROLEUM CORPORATION	10/26/2001	291-329	Barber	KS	2	34S	11W			Township 34 South-Range 11 West Section 2: NE/4
K-1747b (HBP)	SPICER "A" 1, 3, 4 (LEASE 2)	JOHN WILLIAM O'NEIL, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY	WOOLSEY ENERGY CORPORATION	8/25/2006	311-137	Barber	KS	2	34S	11W			Township 34 South-Range 11 West Section 2: Lot 1, Lot 2, and S/2NE/4 also described as NE/4
K-1747c (HBP)	SPICER "A" 1, 3, 4 (LEASE 3)	KATHERINE O'NEIL RONIS, A SINGLE PERSON	WOOLSEY ENERGY CORPORATION	8/25/2006	311-135	Barber	KS	2	34S	11W			Township 34 South-Range 11 West Section 2: Lot 1, Lot 2, and S/2 NE/4; a/d/a NE/4
K-1948 (HBP)	FORESTER "C" 1	BOYD B. FORESTER AND SALLY FORESTER, TRUSTEES OF THE BOYD B. FORESTER TRUST, DATED OCTOBER 30, 1995; SALLY FORESTER AND BOYD B. FORESTER, TRUSTEE OF THE SALLY FORESTER TRUST, DATED OCTOBER 30, 1995	WOOLSEY PETROLEUM CORPORATION	3/23/2005	302-291	Barber	KS	4	34S	11W			Township 34 South-Range 11 West Section 4: NW/4
K-1956 (HBP)	WILEY TRUST "D" 1, 2 OWWO (LEASE 1)	MILDRED WILEY TRUST	TEI	4/6/2005	302-529	Barber	KS	5	34S	11W			Township 34 South-Range 11 West Section 5: Lots 1 and 2, S/2 NE/4
K-2001 (HBP)	WILEY TRUST "C" GU 1 (LEASE 1)	MILDRED WILEY TRUST	TEI	7/22/2005	304-278	Barber	KS	5	34S	11W			Township 34 South-Range 11 West Section 5: SE/4