

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: _____

Title: _____

Date: _____

Signature: _____

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

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by

Permit No.: _____ . Recommended action: _____

Date: _____

Authorized Signature

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

permitted by No.: _____ .

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle: FSL/FNL	Circle: FEL/FWL		
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

A separate sheet may be attached if necessary.

* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2021

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 (see Chapter 55 of the Kansas Statutes Annotated), 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: _____

STATE OF KANSAS § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SHERMAN § §

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this “Assignment”) dated March 31, 2022 (the “Closing Date”), and effective from and after 11:59 p.m., local time where the respective Assets are located, on March 31, 2022 (the “Effective Time”), from FOUNDATION ENERGY FUND III-A, LP, FOUNDATION ENERGY FUND III-B HOLDING, LLC, FOUNDATION ENERGY FUND IV-A, LP, FOUNDATION ENERGY FUND IV-B HOLDING, LLC, FOUNDATION ENERGY FUND V-A, LP, FOUNDATION ENERGY FUND V-B HOLDING, LLC, FOUNDATION ENERGY FUND V-B MD, LLC, FOUNDATION ENERGY FUND VI-A, LP, and FOUNDATION ENERGY MANAGEMENT, LLC, each whose mailing address is 5057 Keller Springs Road, Suite 650, Addison, Texas 75001 (collectively, the “Assignor”), to OWN RESOURCES ROCKIES, LLC, whose mailing address is 38 Palmer Crest Court, The Woodlands, Texas 77381 (the “Assignee”). Assignor and Assignee are each, individually, referred to herein 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 February 18, 2022, as amended by Amendment No. 1 dated March 31, 2022, by and among Assignor, Assignee, and the other parties named therein (the “Purchase Agreement”).

1. Assignment. For Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), 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 in subsections (a) through (c) of this Section 1 as of the Effective Time (such right, title and interest, less and except the Excluded Assets, collectively, the “Assets”):

- (a) all of the oil and gas leases; oil, gas and mineral leases; subleases and other leaseholds; carried interests; overriding royalty interests; royalty interests net profits interests; production payments; reversionary rights; and other properties and interests, in each case, located within the lands identified on Exhibit A-1 (the “Transaction Area”), including those oil and gas leases described in Exhibit A-2 (the “Leases”), together with all pooled, communitized, or unitized acreage or rights which includes all or any part of any Leases or the Wells (the “Units”), each and every kind and character of right, title, claim, and interest that such Assignor has in and to the Leases and the Units, the lands covered by the Leases and the Units (such lands covered by the Leases and the Units being hereinafter referred to as the “Lands”), and including all interests of such Assignor derived from the Leases in production of Hydrocarbons from any such Unit;
- (b) [Intentionally omitted];
- (c) each of the oil and gas, water, CO2, injection wells, fresh water wells, disposal wells and other wells of every nature and kind located on the Lands (whether or not completed), in each such case, whether such wells are currently or in the future in use or temporarily or permanently shut-in, including those wells specifically set forth on Exhibit A-4 (each a “Well” and, collectively, the “Wells” and, together with the Leases, Units, Fee Minerals, collectively, the “Oil and Gas Properties”);

(d) [Intentionally omitted];

(e) the Hydrocarbon gathering system located within the Transaction Area as described more fully on Exhibit A-6 or otherwise owned by Assignor connected to the Wells located within the Transaction Area, including all pipelines and gathering lines, whether low pressure or high pressure for the collection, gathering, transport and delivery of natural gas, and all compressors utilized in the operation of such pipelines, and all personal property, equipment, and fixtures which are part of, located on, connected with, appurtenant to, or used in connection with such Hydrocarbon gathering system (the "Gathering System");

(f) all easements, rights of way, licenses, crossing agreements, surface use agreements, leases, fee property, servitudes, and other real property interests and estates, that relate or are attributable in any way to, or are used in connection with, the ownership, use, and operation of the Gathering Systems, including all the easements and fee property described on Exhibit A-7, but in each case only to the extent applicable to the Gathering System and not including (i) the Oil and Gas Properties, (ii) Surface Fee Interests, or (iii) the Excluded Assets (collectively, the "Gathering System Properties");

(g) to the extent that they may be assigned, transferred or re-issued by Assignor (with consent, if applicable, but without the payment of any fee unless Assignee agrees in writing to pay such fee), all easements, Permits, licenses, servitudes, rights-of-way, surface leases and other surface rights and Governmental Authorizations appurtenant to, or used or held for use in connection with, the operation of the Oil and Gas Properties, but in each case only to the extent applicable to the Oil and Gas Properties and not the Excluded Assets or other properties of Assignor or its Affiliates not included in the Assets (collectively, the "Surface Rights");

(h) the trucks, cars, trailers and other vehicles of Assignor set forth on Exhibit A-8 (the "Acquired Vehicles");

(i) all equipment, machinery, fixtures and other personal, movable and mixed property located on any of the Oil and Gas Properties, the Gathering System or other Assets in the Transaction Area that is used primarily in connection with the Oil and Gas Properties, and including well equipment, casing, tubing, pumps, motors, machinery, manifolds, platforms, rods, tanks, boilers, fixtures, compression equipment, flowlines, pipelines, gathering lines, salt water disposal facilities, processing and separation facilities, pads, structures, materials, spare parts and other personal property items, in each case, to the extent physically located within the Lands burdened by or allocated to the Leases or the Gathering System Properties, and primarily used in connection with the ownership or operation of the Oil and Gas Properties or the Gathering System (collectively, the "Personal Property");

(j) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Assignee agrees in writing to pay such fee), all Applicable Contracts and all rights thereunder insofar as and only to the extent relating to the Assets;

(k) the Assumed Imbalances;

(l) all Suspense Funds, which shall be conveyed to Assignee by adjustments to the Base Purchase Price as provided in Section 1.07(e) of the Purchase Agreement;

(m) all Lease files; Land files; Well files; Applicable Contract files; gas processing files; division order files; abstracts; title opinions; land surveys; maps; engineering data and reports; saltwater disposal and injection records; and files and all other books, records, data, files, maps and accounting records to the extent related to the other Assets, or used or held for use primarily in connection with the maintenance or operation thereof, but excluding the Excluded Records (such records, collectively, and subject to such exclusion, the "Records");

(n) all Hydrocarbon inventory and Hydrocarbons in storage as of the Effective Time with respect to the Oil and Gas Properties; and

(o) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Assignee agrees in writing to pay such fee), the production related IT Equipment.

EXCEPTING AND RESERVING unto Assignor, however, in all such instances, all of the following (collectively, the “Excluded Assets”): (a) items listed on Exhibit A-9 (the “Retained Inventory”); (b) except to the extent related to any Assumed Liabilities, all trade credits, all accounts, all receivables of Assignor and all other proceeds, income or revenues of Assignor attributable to the Assets that are attributable to any period of time prior to the Effective Time (other than the Suspense Funds); (c) except to the extent related to any Assumed Liabilities, all claims and causes of action of Assignor that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (d) except to the extent related to any Assumed Liabilities and subject to Section 10.13 of the Purchase Agreement, all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property; (e) Assignor’s rights with respect to all Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time; (f) all claims of Assignor for refunds of, rights to receive funds from any Governmental Body, or loss carry forwards or credits with respect to, (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Time, (ii) Income Taxes paid or economically borne by Assignor, or (iii) any Taxes attributable to the Excluded Assets; (g) all information technology assets owned by Assignor or its Affiliates, other than the production related IT Equipment, including all desktop computers, laptop computers, servers, networking equipment and any associated peripherals and other computer hardware, or computer software and telephone equipment; (h) all rights, benefits and releases of Assignor or its Affiliates under or with respect to any Contract that are attributable to periods of time prior to the Closing; (i) all of Assignor’s proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (j) Excluded Records; (k) any Contracts owned by Assignor that constitute master services agreements or similar contracts; (l) any Hedge Contracts; (m) any Debt Contracts; (n) the Retained Imbalances; and (o) any Applicable Contract, Records or production related IT Equipment of Assignor with respect to which a change in ownership in connection with an Asset sale is prohibited or subject to payment of a fee or other consideration (except to the extent such consent has been obtained and/or Assignee agrees in writing to pay such fee).

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 Purchase Agreement, and subject to the Permitted Encumbrances.

2. Special Warranty.

(a) Until 5:00 P.M. local time, where the respective Assets are located, on the of the date ending twelve (12) months after the Closing Date (the “Survival Period”), Assignor warrants Defensible Title, without duplication, to Assignor’s interest in the Wells and other 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, subject, however, to the Permitted Encumbrances (the “Special Warranty”). For the avoidance of doubt, the Special Warranty shall cease and terminate at the end of the Survival Period.

(b) Recovery by Assignee for any breach by Assignor of the Special Warranty shall be limited to an amount (without any interest accruing thereon) equal to the reduction to the Allocated Value of the interest in the Lease or Well affected thereby, and in no event shall that recovery exceed the Allocated Value of the affected interest, plus reasonable costs of defense, including without limitation, attorneys’ fees and court costs.

3. Effective Time. This Assignment is effective as of the Effective Time for all purposes expressly stated in this Assignment (other than transfer of title), including (i) apportionments of revenue, expenses, and production and (ii) assumptions of certain obligations, regardless for the Closing Date. Title to the Assets transfer on the Closing Date. As of the Effective Time, the Parties agree that Assignor shall have no further obligations or liability with respect to the Assets, except to the extent that obligations and liability arise out of, relate to, or are attributable to the Specified Liabilities.

4. Assumption. Save and except for Specified Liabilities, Assignee shall assume, fulfill, perform, pay, and discharge the following liabilities arising from, based upon, related to, or associated with the Assets (collectively, the “Assumed Liabilities”) subject to Assignor’s indemnity obligations under Section 9.02 of the Purchase Agreement (further subject to the limitations and restrictions in Article 9 of the Purchase Agreement): any and all Losses and obligations, known or unknown, allocable to the Assets prior to, at, or after the Effective Time, including any and all Losses and obligations: (a) attributable to or resulting from the use, maintenance, ownership, or operation of the Assets, regardless whether arising before, at or after the Effective Time, except for Property Costs which shall have been accounted for as provided under Section 1.06 of the Purchase Agreement; (b) imposed by any Legal Requirement or Governmental Body relating to the Assets, (c) for plugging, abandonment, decommissioning, and surface restoration and cleanup of the Assets, including oil, gas, injection, water, or other wells and all surface facilities; (d) subject to Assignee’s rights and remedies set forth in Article 11 of the Purchase Agreement and the special warranty of Defensible Title set forth in the Instruments of Conveyance, attributable to or resulting from lack of Defensible Title to the Assets; (e) attributable to the Suspense Funds, to the extent actually received by Assignee (or for which a reduction to the Base Purchase Price was made in accordance with this Agreement); (f) attributable to the Assumed Imbalances; (g) subject to Assignee’s rights and remedies set forth in Article 10 of the Purchase Agreement, attributable to or resulting from all Environmental Liabilities relating to the Assets; (h) attributable to or resulting from Asset Taxes to the extent attributable to periods (or portions thereof) from and after the Effective Time as determined pursuant to Section 12.02(c) of the Purchase Agreement (provided that Section 12.02(d) of the Purchase Agreement shall govern the actual payment of such Asset Taxes); (i) attributable to or resulting from Transfer Taxes; and (k) attributable to the Leases and the Applicable Contracts. Assignee acknowledges that: (i) the Assets have been used in connection with the exploration for, and the development, production, treatment, and transportation of, Hydrocarbons; (ii) spills of wastes, Hydrocarbons, produced water, Hazardous Materials, and other materials and substances may have occurred in the past or in connection with the Assets; (iii) there is a possibility that there are currently unknown, abandoned wells, plugged wells, pipelines, surface well pads, and other equipment on or underneath the property underlying the Assets; (iv) it is the intent of the Parties that all liability associated with the matters described in the preceding clauses (i) through (iii), as well as any responsibility and liability for Plugging and Abandonment (including the Wells) in accordance with all Legal Requirements and requirements of Governmental Bodies be passed to Assignee whether arising prior to, at, or after the Effective Time and that Assignee shall assume all responsibility and liability for such matters and all claims and demands related thereto; (v) the Assets may contain asbestos, Hazardous Materials, or NORM; (vi) NORM may affix or attach itself to the inside of wells, materials, and equipment as scale or in other forms; (vii) wells, materials, and equipment located on the Assets may contain NORM; and (viii) special procedures may be required for remediating, removing, transporting, and disposing of asbestos, NORM, Hazardous Materials, and other materials from the Assets. From and after the Closing, regardless of whether arising prior to, at, or after the Effective Time, subject to Assignor’s indemnity obligations under Section 9.02 of the Purchase Agreement (subject to the limitations and restrictions in Article 9 of the Purchase Agreement), Assignee shall assume, with respect to the Assets, all responsibility and liability for any assessment, remediation, removal, transportation, and disposal of these materials and associated activities in accordance with all Legal Requirements and requirements of Governmental Bodies.

5. Specified Liabilities. Assignor shall retain, fulfill, perform, pay, and discharge the liabilities arising from, based upon, related to, or associated with, subject to Assignee’s indemnity obligations under Section 9.03 of the Purchase Agreement (further subject to the limitations and restrictions in Article 9 of the Purchase Agreement): Losses, liabilities and obligations arising out of (a) any written notice relating to the disposal or transportation prior to Closing of any Hazardous Materials generated or used by Assignor and taken from the Assets to any location that is not an Asset; (b) personal injury (including death) claims attributable to Assignor’s operation of the Assets prior to the Effective Time; (c) failure to properly and timely pay, in accordance with the terms of any Lease, Contract or applicable Legal Requirement, all Royalties and any other Working Interest amounts (in each case) with respect to the Assets that are due by Assignor and attributable to such Assignor’s ownership of the Assets prior to the Effective Time; (d) the Retained Imbalances; and (e) any claim made by an employee of Assignor directly relating to such employment (collectively, the “Specified Liabilities”).

6. Disclaimers. EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT OR IN THIS ASSIGNMENT, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT, OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE (INCLUDING ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE OR ITS AFFILIATES OR REPRESENTATIVES BY ANY AFFILIATES OR REPRESENTATIVES OF ASSIGNOR OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, ASSIGNOR'S COUNSEL, OR ANY OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF ASSIGNOR). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT OR IN THIS ASSIGNMENT, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (I) THE TITLE TO ANY OF THE ASSETS, (II) THE CONDITION OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS," (III) ANY INFRINGEMENT BY ASSIGNOR OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (IV) ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ANY ASSIGNOR (INCLUDING THE EXISTENCE OR EXTENT OF HYDROCARBONS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL HYDROCARBON PRODUCTION AFTER THE CLOSING), (V) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS, AND (VI) THE PRESENCE OR ABSENCE OF ASBESTOS, NORM, OR OTHER WASTES OR HAZARDOUS MATERIALS IN OR ON THE ASSETS IN QUANTITIES TYPICAL FOR OILFIELD OPERATIONS IN THE AREA WHERE THE ASSETS ARE LOCATED.

7. Subrogation of Warranties. Assignor hereby assigns and grants to Assignee, and its respective successors and assigns, the benefit of and the right to enforce all rights, claims and causes of action under title representations, warranties, and covenants given or made by others, including Assignor's respective predecessors in interest, with respect to the Assets, and Assignee is specifically subrogated to all rights which Assignor may have against such others with respect to the Assets, to the extent Assignor may legally transfer such rights and grant such subrogation.

8. Further Assurances. The Parties agree to execute and deliver such further agreements, stipulations, and/or instruments of conveyance and transfer as may be necessary to accomplish the intents and purposes of this Assignment and the Purchase Agreement, including without limitation, the delivery by Assignor to Assignee, upon written request by Assignee, of a recordable release of the servitudes and real covenants described in Section 9 below, on or after the date of CVP Termination. In addition, Sellers agree to cause any of their respective Affiliates to execute and deliver such further agreements, stipulations, and/or instruments of conveyance and transfer as may be necessary to accomplish the intents and purposes of this Assignment and the Purchase Agreement.

9. Purchase Agreement. This Assignment is delivered pursuant to, and hereby made subject to, the terms and conditions of the Purchase Agreement, including (without limitation) the Contingent Value Payments set forth in Section 1.02 of the Purchase Agreement. This Assignment is made subject to the terms and conditions of all Applicable Contracts and the rights of the parties thereto and, subject to the indemnities and limitations set forth in the Purchase Agreement, Assignee hereby expressly agrees to be bound by all of the terms and conditions of each such Applicable Contract (including any and all amendments thereto). Subject to the terms and conditions of the Purchase Agreement, until the date of CVP Termination as defined in the Purchase Agreement, Assignee grants and conveys to Assignor, as a servitude in the nature of a real covenant burdening all of the rights, titles, and interests of Assignee, and its and their respective successors and assigns, in and to the Leases, Wells, and all such Hydrocarbons that may be produced therefrom, the right to receive payments in the amount equal to the Contingent

Purchase Price from Assignee, of an equivalent amount of Hydrocarbons from Assignee if, as, and when produced, saved, and sold from the Leases, in accordance with the terms of the Purchase Agreement. It is the intent of Assignor and Assignee that the Contingent Value Payments shall be a grant of the servitude that shall (i) remain in full force and effect from and after the Effective Time until the date of CVP Termination, (ii) be deemed to be covenants running with the land with respect to the Leases, Wells, and all such Hydrocarbons that may be produced therefrom, and (iii) be binding on the respective successors and assigns of the interests of Assignee in and to the Leases, Wells, and all such Hydrocarbons that may be produced therefrom. In the event that any provision of this Assignment is construed to conflict with any provision of the Purchase Agreement, the provisions of the Purchase Agreement shall be deemed controlling to the extent of such conflict.

10. Successors and Permitted Assigns. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and permitted assigns. It is the intent and effect of this Assignment that the conveyance, transfer or assignment of any Assets by Assignee or any future conveyances, transfers or assignments made by Assignee shall not in any way diminish, compromise, extinguish, or effect a release of Assignor's rights against Assignee, or Assignee's obligations to Assignor, except as permitted by or provided in the Purchase Agreement. Assignee shall remain responsible to Assignor for all obligations, indemnities and liabilities due Assignor under the Purchase Agreement, unless and until expressly released by Assignor or as otherwise provided therein. Likewise, Assignor shall remain responsible to Assignee for all obligations, indemnities and liabilities due Assignee under the Purchase Agreement, unless and until expressly released by Assignee or as otherwise provided therein.

11. 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.

12. No Multiple Conveyances. Assignor and Assignee acknowledge and agree that they may be required to execute separate deeds and assignments covering certain of the Assets conveyed hereby on forms approved by Governmental Authorities or other Persons to effect the conveyances of such Assets. Any such separate deed or assignment (a) shall evidence this Assignment and conveyance of the applicable Assets herein made and shall not constitute any additional conveyance of any of the Assets, (b) is not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment or the Purchase Agreement and is not intended to create, and shall not create, any additional representations, warranties or covenants of or by Assignor or Assignee, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate deed or assignment.

13. Governing Law and Resolution of Disputes. This Assignment and any claim, controversy or dispute based upon, arising out of or relating to this Assignment, or the negotiation, execution or performance of this Assignment is governed by and interpreted in accordance with the laws of the State of Texas, without regard to its choice of law rules or those of any other jurisdiction that would cause the laws of another jurisdiction to apply; *provided, however*, that any matters related to real property shall be governed by the laws of the State where such real property is located. The provisions of Section 12.04 of the Purchase Agreement shall govern the resolution of any dispute between the Parties that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution or performance of this Assignment.

14. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original of this Assignment, and which together will constitute one and the same instrument; provided that no Party is bound to this Assignment unless and until all Parties have executed and delivered a counterpart. For purposes of assembling all counterparts into one document, Assignor is authorized to detach the signature page from one or more counterparts and, after signature by the respective Party, attach each signed signature page to a counterpart.

[Signature and acknowledgement pages follow.]

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Assignment as of the date set forth in the respective acknowledgements below, to be effective as of the Effective Time.

ASSIGNOR:

FOUNDATION ENERGY FUND III-A, LP,
By: Foundation Energy Company III-GP, LLC
Its: General Partner

By: Joel P. Sauer
Name: Joel P. Sauer
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me this 31st day of March, 2022, by Joel P. Sauer, known to me to be the Executive Vice President of Foundation Energy Company III-GP, LLC, general partner of **FOUNDATION ENERGY FUND III-A, LP**, a Delaware limited partnership, who affirmed that the foregoing instrument was signed on behalf of such partnership and that the execution of this instrument was the free act and deed of such partnership.



Mary Margaret Galante
Notary Public in and for the State of Texas
My commission expires: 8/26/25

ASSIGNOR:

FOUNDATION ENERGY FUND III-B HOLDING, LLC,

By: Foundation Energy Management, LLC
Its: Manager

By: Joel P Sauer
Name: Joel P. Sauer
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me this 31st day of March, 2022, by Joel P. Sauer, known to me to be the Executive Vice President of Foundation Energy Management, LLC, manager of **FOUNDATION ENERGY FUND III-B HOLDING, LLC**, a Texas limited liability company, who affirmed that the foregoing instrument was signed on behalf of such limited liability company and that the execution of this instrument was the free act and deed of such limited liability company.



Mary Margaret Galante
Notary Public in and for the State of Texas
My commission expires: 08/26/25

ASSIGNOR:

FOUNDATION ENERGY FUND IV-A, LP,
By: Foundation Energy Company IV-GP, LLC
Its: General Partner

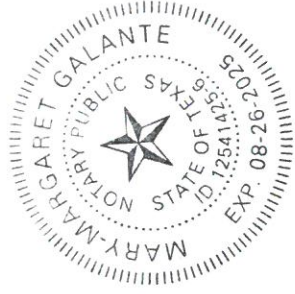
By: *Joel P Sauer*
Name: Joel P. Sauer
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

This instrument was acknowledged before me this 31st day of March, 2022, by Joel P. Sauer, known to me to be the Executive Vice President of Foundation Energy Company IV-GP, LLC, general partner of **FOUNDATION ENERGY FUND IV-A, LP**, a Delaware limited partnership, who affirmed that the foregoing instrument was signed on behalf of such partnership and that the execution of this instrument was the free act and deed of such partnership.



Mary-Margaret Galante
Notary Public in and for the State of Texas
My commission expires: *08/26/25*

ASSIGNOR:

FOUNDATION ENERGY FUND IV-B HOLDING, LLC,

By: Foundation Energy Management, LLC
Its: Manager

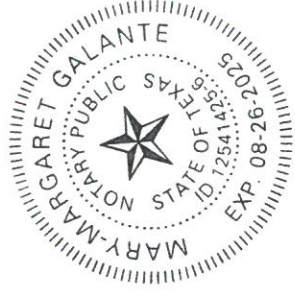
By: *Joel P. Sauer*
Name: Joel P. Sauer
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

§
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§

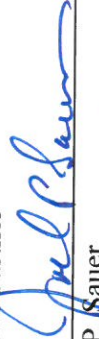
This instrument was acknowledged before me this 31st day of March, 2022, by Joel P. Sauer, known to me to be the Executive Vice President of Foundation Energy Management, LLC, manager of **FOUNDATION ENERGY FUND IV-B HOLDING, LLC**, a Texas limited liability company, who affirmed that the foregoing instrument was signed on behalf of such limited liability company and that the execution of this instrument was the free act and deed of such limited liability company.



Mary Margaret Galante
Notary Public in and for the State of Texas
My commission expires: 08/26/25

ASSIGNOR:

FOUNDATION ENERGY FUND V-A, LP,
By: Foundation Energy Company V-GP, LLC
Its: General Partner

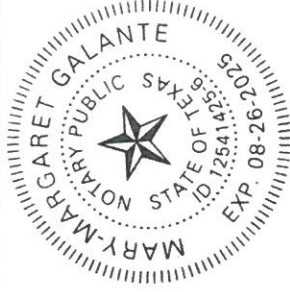
By: 
Name: Joel P. Sauer
Title: Executive Vice President


ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

This instrument was acknowledged before me this 31st day of March, 2022, by Joel P. Sauer, known to me to be the Executive Vice President of Foundation Energy Company V-GP, LLC, general partner of **FOUNDATION ENERGY FUND V-A, LP**, a Delaware limited partnership, who affirmed that the foregoing instrument was signed on behalf of such partnership and that the execution of this instrument was the free act and deed of such partnership.





Notary Public in and for the State of Texas
My commission expires: 08/26/25

ASSIGNOR:

FOUNDATION ENERGY FUND V-B HOLDING, LLC,

By: Foundation Energy Management, LLC
Its: Manager

By: 
Name: Joel P. Sauer
Title: Executive Vice President

ACKNOWLEDGMENT


STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me this 31st day of March, 2022, by Joel P. Sauer, known to me to be the Executive Vice President of Foundation Energy Management, LLC, manager of **FOUNDATION ENERGY FUND V-B HOLDING, LLC**, a Texas limited liability company, who affirmed that the foregoing instrument was signed on behalf of such limited liability company and that the execution of this instrument was the free act and deed of such limited liability company.




Notary Public in and for the State of Texas
My commission expires: 08/26/25

ASSIGNOR:

FOUNDATION ENERGY FUND V-B MD, LLC,

By: Foundation Energy Company V-GP, LLC
Its: Manager

By: Joel P. Sauer
Name: Joel P. Sauer
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me this 31st day of March, 2022, by Joel P. Sauer, known to me to be the Executive Vice President of Foundation Energy Company V-GP, LLC, manager of **FOUNDATION ENERGY FUND V-B MD, LLC**, a Delaware limited liability company, who affirmed that the foregoing instrument was signed on behalf of such limited liability company and that the execution of this instrument was the free act and deed of such limited liability company.



Mary Margaret Galante

Notary Public in and for the State of Texas

My commission expires: 08/29/25

ASSIGNOR:

FOUNDATION ENERGY FUND VI-A, LP,
By: Foundation Energy Company VI-GP, LLC
Its: General Partner

By: Joel P Sauer
Name: Joel P Sauer
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 31st day of March, 2022, by Joel P. Sauer, known to me to be the Executive Vice President of Foundation Energy Company VI-GP, LLC, general partner of **FOUNDATION ENERGY FUND VI-A, LP**, a Delaware limited partnership, who affirmed that the foregoing instrument was signed on behalf of such partnership and that the execution of this instrument was the free act and deed of such partnership.



Mary Margaret Galante
Notary Public in and for the State of Texas
My commission expires: 08/26/25

ASSIGNOR:

FOUNDATION ENERGY MANAGEMENT, LLC,

By: Joel P Sauer
Name: Joel P Sauer
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

§
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This instrument was acknowledged before me this 31st day of March, 2022, by Joel P. Sauer, known to me to be the Executive Vice President of **FOUNDATION ENERGY MANAGEMENT, LLC**, a Texas limited liability company, who affirmed that the foregoing instrument was signed on behalf of such limited liability company and that the execution of this instrument was the free act and deed of such limited liability company.



Mary-Margaret Galante
Notary Public in and for the State of Texas
My commission expires: 08/26/25

ASSIGNEE:

OWN RESOURCES ROCKIES, LLC,

By: *Niels Phaf*
Name: Niels Phaf
Title: Manager



ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

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This instrument was acknowledged before me this 31st day of March, 2022, by Niels Phaf, known to me to be the Manager of **OWN RESOURCES ROCKIES, LLC**, a Delaware limited liability company, who affirmed that the foregoing instrument was signed on behalf of such limited liability company and that the execution of this instrument was the free act and deed of such limited liability company.



Mary-Margaret Galante
Notary Public in and for the State of Texas
My commission expires: *08/26/2025*

Exhibit A-1
TRANSACTION AREA
MAP

The geographical area of (i) Lincoln, Phillips, Yuma & Washington Counties, Colorado, and (ii) Cheyenne & Sherman Counties, Kansas.

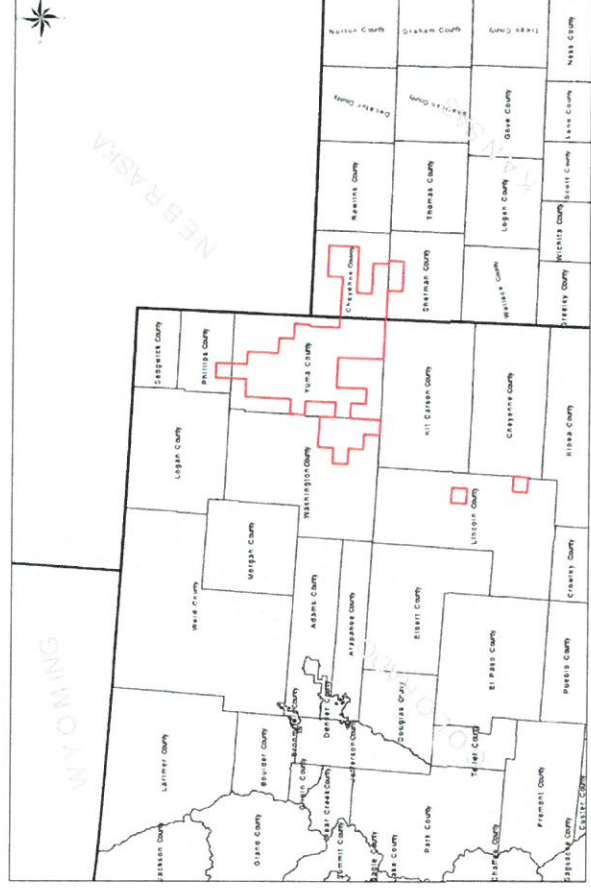


Exhibit A-1

**TRANSACTION AREA
DESCRIPTIONS**

SEC	TWN	RNG	COUNTY	ST
4	15S	52W	LINCOLN	CO
14	15S	52W	LINCOLN	CO
15	11S	53W	LINCOLN	CO
22	11S	53W	LINCOLN	CO
1	01N	45W	PHILLIPS	CO
24	06N	46W	PHILLIPS	CO
25	06N	46W	PHILLIPS	CO
26	06N	46W	PHILLIPS	CO
35	06N	46W	PHILLIPS	CO
1	01N	45W	WASHINGTON	CO
1	01N	46W	WASHINGTON	CO
1	01N	47W	WASHINGTON	CO
1	03S	50W	WASHINGTON	CO
1	03S	51W	WASHINGTON	CO
3	03S	49W	WASHINGTON	CO
4	03S	49W	WASHINGTON	CO
5	03S	49W	WASHINGTON	CO
6	03S	49W	WASHINGTON	CO
6	03S	50W	WASHINGTON	CO
7	03S	49W	WASHINGTON	CO
7	03S	51W	WASHINGTON	CO
8	03S	49W	WASHINGTON	CO
9	03S	49W	WASHINGTON	CO
9	03S	50W	WASHINGTON	CO
9	04S	49W	WASHINGTON	CO
10	02S	49W	WASHINGTON	CO
10	03S	49W	WASHINGTON	CO
10	03S	50W	WASHINGTON	CO
11	03S	49W	WASHINGTON	CO
12	03S	50W	WASHINGTON	CO
13	02S	49W	WASHINGTON	CO
13	03S	49W	WASHINGTON	CO
13	03S	50W	WASHINGTON	CO
14	03S	49W	WASHINGTON	CO
14	03S	50W	WASHINGTON	CO
15	02S	50W	WASHINGTON	CO
15	03S	49W	WASHINGTON	CO
15	03S	50W	WASHINGTON	CO
15	04S	49W	WASHINGTON	CO
17	02S	49W	WASHINGTON	CO
17	03S	49W	WASHINGTON	CO
18	03S	49W	WASHINGTON	CO
19	03S	49W	WASHINGTON	CO
20	02S	49W	WASHINGTON	CO
20	03S	49W	WASHINGTON	CO
20	03S	50W	WASHINGTON	CO
21	02S	49W	WASHINGTON	CO
21	03S	49W	WASHINGTON	CO
21	03S	50W	WASHINGTON	CO
22	03S	49W	WASHINGTON	CO
22	03S	50W	WASHINGTON	CO
23	03S	50W	WASHINGTON	CO
25	02S	50W	WASHINGTON	CO
25	03S	50W	WASHINGTON	CO
25	03S	51W	WASHINGTON	CO
26	02S	50W	WASHINGTON	CO
27	02S	49W	WASHINGTON	CO
27	03S	49W	WASHINGTON	CO
28	03S	49W	WASHINGTON	CO
28	03S	50W	WASHINGTON	CO
29	02S	49W	WASHINGTON	CO
29	03S	49W	WASHINGTON	CO
30	02S	49W	WASHINGTON	CO
30	03S	49W	WASHINGTON	CO
31	02S	49W	WASHINGTON	CO
31	03S	49W	WASHINGTON	CO
32	02S	49W	WASHINGTON	CO
32	03S	49W	WASHINGTON	CO
33	03S	49W	WASHINGTON	CO
34	02S	49W	WASHINGTON	CO
1	01N	45W	YUMA	CO
1	01N	46W	YUMA	CO
1	01N	47W	YUMA	CO

Exhibit A-1

**TRANSACTION AREA
DESCRIPTIONS**

SEC	TWN	RNG	COUNTY	ST
1	01S	45W	YUMA	CO
1	02S	45W	YUMA	CO
1	02N	47W	YUMA	CO
1	02S	44W	YUMA	CO
1	02S	45W	YUMA	CO
1	03N	47W	YUMA	CO
1	03S	44W	YUMA	CO
1	04N	46W	YUMA	CO
1	04S	42W	YUMA	CO
1	05N	43W	YUMA	CO
1	05S	41W	YUMA	CO
1	05S	42W	YUMA	CO
1	05S	43W	YUMA	CO
1	05S	44W	YUMA	CO
1	06S	40W	YUMA	CO
2	01N	44W	YUMA	CO
2	01N	45W	YUMA	CO
2	01N	46W	YUMA	CO
2	01N	47W	YUMA	CO
2	02S	45W	YUMA	CO
2	03N	47W	YUMA	CO
2	03S	44W	YUMA	CO
2	04S	42W	YUMA	CO
2	04S	43W	YUMA	CO
2	05N	46W	YUMA	CO
2	05S	43W	YUMA	CO
2	05S	44W	YUMA	CO
3	01N	45W	YUMA	CO
3	01N	46W	YUMA	CO
3	01S	44W	YUMA	CO
3	01S	45W	YUMA	CO
3	02N	46W	YUMA	CO
3	02N	47W	YUMA	CO
3	02S	43W	YUMA	CO
3	02S	44W	YUMA	CO
3	02S	47W	YUMA	CO
3	03N	46W	YUMA	CO
3	03N	47W	YUMA	CO
3	03S	42W	YUMA	CO
3	03S	43W	YUMA	CO
3	03S	44W	YUMA	CO
3	04S	42W	YUMA	CO
3	05N	46W	YUMA	CO
3	05S	43W	YUMA	CO
4	01N	45W	YUMA	CO
4	01N	45W	YUMA	CO
4	01S	44W	YUMA	CO
4	01S	45W	YUMA	CO
4	02N	46W	YUMA	CO
4	02N	47W	YUMA	CO
4	02S	43W	YUMA	CO
4	02S	44W	YUMA	CO
4	03N	46W	YUMA	CO
4	03S	43W	YUMA	CO
4	04N	41W	YUMA	CO
4	04N	46W	YUMA	CO
4	04S	41W	YUMA	CO
4	05N	46W	YUMA	CO
4	05S	40W	YUMA	CO
4	05S	43W	YUMA	CO
5	01N	45W	Yuma	CO
5	01N	46W	YUMA	CO
5	01S	45W	YUMA	CO
5	02N	46W	Yuma	CO
5	02S	43W	YUMA	CO
5	02S	44W	YUMA	CO
5	03N	46W	YUMA	CO
5	03S	43W	YUMA	CO
5	04N	40W	YUMA	CO
5	04N	41W	YUMA	CO
5	04S	41W	YUMA	CO
5	04S	42W	YUMA	CO

Exhibit A-1

**TRANSACTION AREA
DESCRIPTIONS**

SEC	TWN	RNG	COUNTY	ST
5	04S	43W	YUMA	CO
5	05N	41W	YUMA	CO
5	05N	46W	YUMA	CO
5	05S	43W	YUMA	CO
5	05S	40W	YUMA	CO
6	01N	45W	YUMA	CO
6	01N	46W	YUMA	CO
6	01S	45W	YUMA	CO
6	01S	46W	YUMA	CO
6	02N	46W	Yuma	CO
6	02S	43W	YUMA	CO
6	02S	44W	YUMA	CO
6	02S	45W	YUMA	CO
6	03N	46W	YUMA	CO
6	03S	43W	YUMA	CO
6	04N	45W	YUMA	CO
6	04N	41W	YUMA	CO
6	04S	43W	YUMA	CO
6	04S	41W	YUMA	CO
6	05S	43W	YUMA	CO
6	05S	39W	YUMA	CO
6	06S	39W	YUMA	CO
7	01N	45W	YUMA	CO
7	01N	46W	YUMA	CO
7	01S	44W	YUMA	CO
7	02S	43W	YUMA	CO
7	02S	43W	YUMA	CO
7	02S	44W	YUMA	CO
7	02S	38W	YUMA	CO
7	03S	43W	YUMA	CO
7	04N	45W	YUMA	CO
7	04S	43W	YUMA	CO
7	05S	43W	YUMA	CO
8	01N	44W	YUMA	CO
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8	02S	43W	YUMA	CO
8	02S	44W	YUMA	CO
8	02S	38W	YUMA	CO
8	03S	43W	YUMA	CO
8	04N	45W	YUMA	CO
8	04S	43W	YUMA	CO
8	04S	41W	YUMA	CO
8	05N	46W	YUMA	CO
8	05S	43W	YUMA	CO
8	05S	40W	YUMA	CO
8	05S	40W	YUMA	CO
9	01N	45W	YUMA	CO
9	01N	46W	YUMA	CO
9	02S	43W	YUMA	CO
9	02S	44W	YUMA	CO
9	02S	46W	YUMA	CO
9	02S	38W	YUMA	CO
9	03N	46W	YUMA	CO
9	03N	47W	YUMA	CO
9	03S	38W	YUMA	CO
9	03S	42W	YUMA	CO
9	03S	43W	YUMA	CO
9	03S	44W	YUMA	CO
9	04S	43W	YUMA	CO
9	05N	46W	YUMA	CO
10	01N	45W	YUMA	CO
10	01N	46W	YUMA	CO
10	01S	45W	YUMA	CO
10	01S	46W	YUMA	CO
10	02N	47W	YUMA	CO
10	02S	49W	YUMA	CO
10	02S	43W	YUMA	CO
10	02S	44W	YUMA	CO
10	02S	46W	YUMA	CO

Exhibit A-1

**TRANSACTION AREA
DESCRIPTIONS**

SEC	TWN	RNG	COUNTY	ST
10	02S	39W	YUMA	CO
10	03N	46W	YUMA	CO
10	03N	47W	YUMA	CO
10	03S	42W	YUMA	CO
10	03S	40W	YUMA	CO
10	03S	44W	YUMA	CO
10	04N	45W	YUMA	CO
10	04S	43W	YUMA	CO
10	05N	46W	YUMA	CO
10	05S	43W	YUMA	CO
11	01N	45W	YUMA	CO
11	01N	46W	YUMA	CO
11	01N	47W	YUMA	CO
11	01S	45W	YUMA	CO
11	01S	46W	YUMA	CO
11	01S	46W	YUMA	CO
11	03N	47W	YUMA	CO
11	03S	42W	YUMA	CO
11	03S	44W	YUMA	CO
11	04N	45W	YUMA	CO
11	05N	46W	YUMA	CO
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11	05S	44W	YUMA	CO
11	06S	40W	YUMA	CO
12	01N	45W	YUMA	CO
12	01N	46W	YUMA	CO
12	01N	47W	YUMA	CO
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12	02S	44W	YUMA	CO
12	02S	45W	YUMA	CO
12	02S	39W	YUMA	CO
12	03S	44W	YUMA	CO
12	03S	44W	YUMA	CO
12	04N	46W	YUMA	CO
12	04N	47W	YUMA	CO
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12	04S	44W	YUMA	CO
12	05N	46W	YUMA	CO
12	05S	43W	YUMA	CO
12	05S	44W	YUMA	CO
12	05S	42W	YUMA	CO
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13	01N	46W	YUMA	CO
13	01N	47W	YUMA	CO
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13	01S	46W	YUMA	CO
13	02S	44W	YUMA	CO
13	02S	39W	YUMA	CO
13	02S	47W	YUMA	CO
13	03N	47W	YUMA	CO
13	03S	44W	YUMA	CO
13	04N	45W	YUMA	CO
13	04N	46W	YUMA	CO
13	04N	47W	YUMA	CO
13	04S	43W	YUMA	CO
13	04S	44W	YUMA	CO
13	04S	47W	YUMA	CO
13	05N	46W	YUMA	CO
13	05S	43W	YUMA	CO
13	05S	44W	YUMA	CO
14	01N	45W	YUMA	CO
14	01N	46W	YUMA	CO
14	01N	47W	YUMA	CO
14	01S	44W	YUMA	CO
14	01S	45W	YUMA	CO
14	01S	46W	YUMA	CO
14	02S	43W	YUMA	CO
14	02S	45W	YUMA	CO
14	03N	47W	YUMA	CO
14	03S	44W	YUMA	CO

Exhibit A-1

**TRANSACTION AREA
DESCRIPTIONS**

SEC	TWN	RNG	COUNTY	ST
14	04N	45W	YUMA	CO
14	04N	46W	YUMA	CO
14	04N	47W	YUMA	CO
14	05N	46W	YUMA	CO
14	05S	43W	YUMA	CO
14	05S	44W	YUMA	CO
15	01N	45W	YUMA	CO
15	01S	46W	YUMA	CO
15	02N	47W	YUMA	CO
15	02S	49W	YUMA	CO
15	02S	50W	YUMA	CO
15	02S	43W	YUMA	CO
15	02S	46W	YUMA	CO
15	03N	47W	YUMA	CO
15	03S	40W	YUMA	CO
15	03S	42W	YUMA	CO
15	04N	45W	YUMA	CO
15	04S	43W	YUMA	CO
15	05N	46W	YUMA	CO
15	05N	44W	YUMA	CO
15	05S	45W	YUMA	CO
16	01N	44W	YUMA	CO
16	01S	43W	YUMA	CO
16	02S	44W	YUMA	CO
16	03N	46W	YUMA	CO
16	03N	47W	YUMA	CO
16	03S	42W	YUMA	CO
16	04S	42W	YUMA	CO
16	04S	43W	YUMA	CO
16	04S	41W	YUMA	CO
16	05S	40W	YUMA	CO
16	05S	44W	YUMA	CO
17	01N	45W	YUMA	CO
17	01N	46W	YUMA	CO
17	01S	44W	YUMA	CO
17	02N	46W	YUMA	CO
17	02S	43W	YUMA	CO
17	02S	38W	YUMA	CO
17	03S	42W	YUMA	CO
17	03S	43W	YUMA	CO
17	04N	45W	YUMA	CO
17	04S	42W	YUMA	CO
17	04S	43W	YUMA	CO
17	05N	45W	YUMA	CO
17	05N	46W	YUMA	CO
17	05N	41W	YUMA	CO
17	05S	43W	YUMA	CO
17	01N	44W	YUMA	CO
18	01N	45W	YUMA	CO
18	01N	46W	YUMA	CO
18	01N	46W	YUMA	CO
18	02N	47W	YUMA	CO
18	02S	43W	YUMA	CO
18	02S	44W	YUMA	CO
18	02S	45W	YUMA	CO
18	02S	38W	YUMA	CO
18	03S	42W	YUMA	CO
18	03S	43W	YUMA	CO
18	04N	45W	YUMA	CO
18	04N	46W	YUMA	CO
18	04S	42W	YUMA	CO
18	04S	43W	YUMA	CO
18	05N	41W	YUMA	CO
18	05S	43W	YUMA	CO
19	01N	44W	YUMA	CO
19	01N	45W	YUMA	CO
19	01N	46W	YUMA	CO
19	01S	44W	YUMA	CO
19	02N	45W	YUMA	CO
19	02S	43W	YUMA	CO
19	02S	45W	YUMA	CO

Exhibit A-1

**TRANSACTION AREA
DESCRIPTIONS**

SEC	TWN	RNG	COUNTY	ST
19	03N	46W	YUMA	CO
19	04N	45W	YUMA	CO
19	04N	46W	YUMA	CO
19	04S	42W	YUMA	CO
19	04S	43W	YUMA	CO
19	05N	40W	YUMA	CO
19	05S	41W	YUMA	CO
19	06S	39W	YUMA	CO
20	01N	45W	YUMA	CO
20	02N	46W	YUMA	CO
20	02S	43W	YUMA	CO
20	03N	46W	YUMA	CO
20	03S	43W	YUMA	CO
20	04N	45W	YUMA	CO
20	04S	42W	YUMA	CO
20	04S	43W	YUMA	CO
20	05N	41W	YUMA	CO
20	05S	40W	YUMA	CO
21	01N	45W	YUMA	CO
21	01N	46W	YUMA	CO
21	02S	43W	YUMA	CO
21	03N	46W	YUMA	CO
21	03S	42W	YUMA	CO
21	04N	45W	YUMA	CO
21	04N	46W	YUMA	CO
21	04S	43W	YUMA	CO
21	04S	41W	YUMA	CO
21	05N	46W	YUMA	CO
21	05N	41W	YUMA	CO
21	05S	44W	YUMA	CO
22	01N	45W	YUMA	CO
22	01N	46W	YUMA	CO
22	01S	44W	YUMA	CO
22	01S	45W	YUMA	CO
22	02S	43W	YUMA	CO
22	02S	45W	YUMA	CO
22	02S	46W	YUMA	CO
22	03N	46W	YUMA	CO
22	03S	42W	YUMA	CO
22	04N	41W	YUMA	CO
22	04N	45W	YUMA	CO
22	04N	46W	YUMA	CO
22	04S	43W	YUMA	CO
22	05N	46W	YUMA	CO
22	05N	41W	YUMA	CO
22	05S	44W	YUMA	CO
22	05S	45W	YUMA	CO
22	05S	46W	YUMA	CO
22	05S	47W	YUMA	CO
23	01N	45W	YUMA	CO
23	01N	46W	YUMA	CO
23	01S	44W	YUMA	CO
23	01S	45W	YUMA	CO
23	01S	46W	YUMA	CO
23	02N	45W	YUMA	CO
23	02S	43W	YUMA	CO
23	02S	45W	YUMA	CO
23	02S	46W	YUMA	CO
23	03N	47W	YUMA	CO
23	03S	38W	YUMA	CO
23	04N	46W	YUMA	CO
23	04S	44W	YUMA	CO
24	01N	45W	YUMA	CO
24	01N	46W	YUMA	CO
24	01S	47W	YUMA	CO
24	01S	45W	YUMA	CO
24	02S	44W	YUMA	CO
24	02S	45W	YUMA	CO
24	02S	46W	YUMA	CO
24	03N	45W	YUMA	CO
24	03S	43W	YUMA	CO
24	04N	45W	YUMA	CO
24	04N	46W	YUMA	CO
24	04N	47W	YUMA	CO

Exhibit A-1

**TRANSACTION AREA
DESCRIPTIONS**

SEC	TWN	RNG	COUNTY	ST
24	04S	43W	YUMA	CO
24	04S	44W	YUMA	CO
24	05N	46W	YUMA	CO
24	05S	44W	YUMA	CO
24	06S	40W	YUMA	CO
25	01N	45W	YUMA	CO
25	01N	46W	YUMA	CO
25	01N	47W	YUMA	CO
25	01S	45W	YUMA	CO
25	02S	43W	YUMA	CO
25	02S	50W	YUMA	CO
25	02S	44W	YUMA	CO
25	02S	45W	YUMA	CO
25	03S	44W	YUMA	CO
25	04N	45W	YUMA	CO
25	04N	47W	YUMA	CO
25	04S	43W	YUMA	CO
25	04S	44W	YUMA	CO
25	05N	41W	YUMA	CO
25	05S	44W	YUMA	CO
26	01N	45W	YUMA	CO
26	01N	48W	YUMA	CO
26	01S	45W	YUMA	CO
26	02S	43W	YUMA	CO
26	02S	44W	YUMA	CO
26	02S	45W	YUMA	CO
26	02S	50W	YUMA	CO
26	03S	44W	YUMA	CO
26	04S	44W	YUMA	CO
26	05N	41W	YUMA	CO
26	06N	46W	YUMA	CO
27	01N	45W	YUMA	CO
27	01S	45W	YUMA	CO
27	02N	46W	YUMA	CO
27	02S	43W	YUMA	CO
27	03N	45W	YUMA	CO
27	03N	46W	YUMA	CO
27	03S	42W	YUMA	CO
27	04N	47W	YUMA	CO
27	04S	43W	YUMA	CO
28	01N	45W	YUMA	CO
28	01N	46W	YUMA	CO
28	01S	44W	YUMA	CO
28	02N	45W	YUMA	CO
28	02N	46W	YUMA	CO
28	02S	43W	YUMA	CO
28	03N	45W	YUMA	CO
28	03N	46W	YUMA	CO
28	03S	41W	YUMA	CO
28	03S	42W	YUMA	CO
28	04N	46W	YUMA	CO
28	04S	43W	YUMA	CO
28	05N	46W	YUMA	CO
28	05N	41W	YUMA	CO
29	01N	45W	YUMA	CO
29	01S	43W	YUMA	CO
29	01S	44W	YUMA	CO
29	02N	45W	YUMA	CO
29	02N	46W	YUMA	CO
29	02S	43W	YUMA	CO
29	03N	46W	YUMA	CO
29	03S	41W	YUMA	CO
29	04N	46W	YUMA	CO
29	04S	42W	YUMA	CO
29	04S	43W	YUMA	CO
29	05N	46W	YUMA	CO
29	05N	40W	YUMA	CO
29	05S	43W	YUMA	CO
30	01N	44W	YUMA	CO
30	01N	45W	YUMA	CO
30	01N	46W	YUMA	CO

Exhibit A-1

**TRANSACTION AREA
DESCRIPTIONS**

SEC	TWN	RNG	COUNTY	ST
30	01S	45W	YUMA	CO
30	02N	46W	YUMA	CO
30	02S	43W	YUMA	CO
30	02S	46W	YUMA	CO
30	03N	46W	YUMA	CO
30	04N	46W	YUMA	CO
30	04S	43W	YUMA	CO
30	05N	40W	YUMA	CO
30	05S	43W	YUMA	CO
31	01N	45W	YUMA	CO
31	01S	44W	YUMA	CO
31	02N	45W	YUMA	CO
31	02N	46W	YUMA	CO
31	02S	43W	YUMA	CO
31	02S	44W	YUMA	CO
31	03N	46W	YUMA	CO
31	04N	46W	YUMA	CO
31	04S	43W	YUMA	CO
31	05S	43W	YUMA	CO
32	01S	43W	YUMA	CO
32	01S	44W	YUMA	CO
32	02N	45W	YUMA	CO
32	02N	46W	YUMA	CO
32	02S	43W	YUMA	CO
32	03N	45W	YUMA	CO
32	03S	43W	YUMA	CO
32	04S	43W	YUMA	CO
32	05N	46W	YUMA	CO
32	01S	43W	YUMA	CO
33	01N	45W	YUMA	CO
33	01N	46W	YUMA	CO
33	01S	43W	YUMA	CO
33	01S	44W	YUMA	CO
33	01S	45W	YUMA	CO
33	02N	45W	YUMA	CO
33	02S	43W	YUMA	CO
33	03N	45W	YUMA	CO
33	03N	46W	YUMA	CO
33	03N	47W	YUMA	CO
33	03S	42W	YUMA	CO
33	03S	43W	YUMA	CO
33	04N	46W	YUMA	CO
33	04S	43W	YUMA	CO
33	05N	46W	YUMA	CO
33	05S	44W	YUMA	CO
34	01N	45W	YUMA	CO
34	01N	46W	YUMA	CO
34	01S	43W	YUMA	CO
34	01S	45W	YUMA	CO
34	02N	46W	YUMA	CO
34	02S	43W	YUMA	CO
34	02S	44W	YUMA	CO
34	03N	46W	YUMA	CO
34	03S	42W	YUMA	CO
34	04N	46W	YUMA	CO
34	04S	43W	YUMA	CO
34	05S	44W	YUMA	CO
35	01N	45W	YUMA	CO
35	01N	46W	YUMA	CO
35	01S	45W	YUMA	CO
35	02N	47W	YUMA	CO
35	02S	43W	YUMA	CO
35	02S	44W	YUMA	CO
35	03N	46W	YUMA	CO
35	03N	47W	YUMA	CO
35	03S	44W	YUMA	CO
35	04S	44W	YUMA	CO
36	02N	45W	YUMA	CO
36	02N	46W	YUMA	CO
36	02N	47W	YUMA	CO

Exhibit A-1

**TRANSACTION AREA
DESCRIPTIONS**

SEC	TWN	RNG	COUNTY	ST
36	02S	44W	YUMA	CO
36	04N	47W	YUMA	CO
36	04S	44W	YUMA	CO
36	05S	43W	YUMA	CO
36	05S	44W	YUMA	CO
1	02S	38W	CHEYENNE	KS
1	02S	39W	CHEYENNE	KS
1	03S	40W	CHEYENNE	KS
1	04S	42W	CHEYENNE	KS
1	05S	42W	CHEYENNE	KS
3	02S	38W	CHEYENNE	KS
3	03S	42W	CHEYENNE	KS
3	04S	42W	CHEYENNE	KS
4	02S	38W	CHEYENNE	KS
4	03S	41W	CHEYENNE	KS
4	05S	40W	CHEYENNE	KS
5	04S	41W	CHEYENNE	KS
5	05S	39W	CHEYENNE	KS
5	05S	40W	CHEYENNE	KS
6	02S	38W	CHEYENNE	KS
6	04S	41W	CHEYENNE	KS
6	05S	40W	CHEYENNE	KS
7	02S	38W	CHEYENNE	KS
7	04S	41W	CHEYENNE	KS
8	02S	38W	CHEYENNE	KS
8	04S	41W	CHEYENNE	KS
8	05S	40W	CHEYENNE	KS
9	02S	38W	CHEYENNE	KS
9	02S	38W	CHEYENNE	KS
10	02S	39W	CHEYENNE	KS
10	03S	40W	CHEYENNE	KS
11	03S	42W	CHEYENNE	KS
11	05S	40W	CHEYENNE	KS
12	02S	39W	CHEYENNE	KS
12	04S	42W	CHEYENNE	KS
12	05S	42W	CHEYENNE	KS
13	02S	39W	CHEYENNE	KS
13	05S	40W	CHEYENNE	KS
15	03S	40W	CHEYENNE	KS
15	03S	42W	CHEYENNE	KS
16	03S	40W	CHEYENNE	KS
16	03S	42W	CHEYENNE	KS
16	04S	41W	CHEYENNE	KS
16	05S	40W	CHEYENNE	KS
17	02S	38W	CHEYENNE	KS
19	02S	38W	CHEYENNE	KS
19	03S	40W	CHEYENNE	KS
19	05S	39W	CHEYENNE	KS
20	02S	38W	CHEYENNE	KS
20	05S	40W	CHEYENNE	KS
21	03S	41W	CHEYENNE	KS
21	03S	42W	CHEYENNE	KS
21	04S	41W	CHEYENNE	KS
21	05S	39W	CHEYENNE	KS
22	03S	42W	CHEYENNE	KS
27	03S	42W	CHEYENNE	KS
27	05S	40W	CHEYENNE	KS
28	03S	41W	CHEYENNE	KS
28	03S	42W	CHEYENNE	KS
29	03S	41W	CHEYENNE	KS
29	05S	39W	CHEYENNE	KS
31	03S	41W	CHEYENNE	KS
31	04S	41W	CHEYENNE	KS
31	05S	39W	CHEYENNE	KS
32	03S	41W	CHEYENNE	KS
32	05S	39W	CHEYENNE	KS
34	03S	41W	CHEYENNE	KS
34	03S	42W	CHEYENNE	KS
35	03S	41W	CHEYENNE	KS
35	03S	42W	CHEYENNE	KS
36	03S	41W	CHEYENNE	KS

Exhibit A-1

**TRANSACTION AREA
DESCRIPTIONS**

SEC	TWN	RNG	COUNTY	ST
36	05S	40W	CHEYENNE	KS
31	03S	41W	CHEYENNE	KS
31	04N	46W	CHEYENNE	KS
31	04S	43W	CHEYENNE	KS
31	05N	40W	CHEYENNE	KS
31	05S	39W	CHEYENNE	KS
32	01N	45W	CHEYENNE	KS
32	01S	43W	CHEYENNE	KS
32	01S	44W	CHEYENNE	KS
32	02N	45W	CHEYENNE	KS
32	02S	43W	CHEYENNE	KS
32	02S	41W	CHEYENNE	KS
32	03S	41W	CHEYENNE	KS
32	04S	43W	CHEYENNE	KS
32	05N	46W	CHEYENNE	KS
32	05N	40W	CHEYENNE	KS
32	05N	41W	CHEYENNE	KS
32	05S	39W	CHEYENNE	KS
33	01N	45W	CHEYENNE	KS
33	01S	43W	CHEYENNE	KS
33	01S	44W	CHEYENNE	KS
33	02N	46W	CHEYENNE	KS
33	02S	43W	CHEYENNE	KS
33	03S	42W	CHEYENNE	KS
33	03S	41W	CHEYENNE	KS
33	03S	42W	CHEYENNE	KS
33	04N	46W	CHEYENNE	KS
33	04S	43W	CHEYENNE	KS
33	05N	41W	CHEYENNE	KS
33	05S	39W	CHEYENNE	KS
1	06S	40W	CHEYENNE	KS
6	06S	39W	SHERMAN	KS
11	06S	40W	SHERMAN	KS
19	06S	39W	SHERMAN	KS
24	06S	40W	SHERMAN	KS
17	06S	39W	SHERMAN	KS
33	05N	41W	SHERMAN	KS
34	01N	45W	SHERMAN	KS
34	01S	45W	SHERMAN	KS
34	02N	46W	SHERMAN	KS
34	02S	43W	SHERMAN	KS
34	03N	47W	SHERMAN	KS

Exhibit A-2
"Leases"

Lessor	Lessee	Lease Date	Sec	Twn	Rge	Legal Description	County	State	Book	Page
Clover Kay Lockard, Et Vir	J. Fred Hambricht, Inc.	6/5/2003	6	06S	39W	NW	Sherman	Kansas	128	238
			6	06S	39W	NE				
			8	06S	39W	NW				
Kurt Bucholtz Et Ux	J. Fred Hambricht, Inc.	6/5/2003	6	06S	39W	NW	Sherman	Kansas	128	270
			6	06S	39W	NE				
			8	06S	39W	NW				
			8	06S	39W	NW				
Richard L. Billinger, IRA Et Al	J. Fred Hambricht, Inc.	7/13/2003	1	06S	40W	W2, METES & BOUND: PART OF THE W2 DESCRIBED AS BEGINNING AT THE NW CORNER OF THE NW QUARTER, THENCE DUE SOUTH 2,516.5 FEET; THENCE DUE EAST 1,1371.4 FEET; THENCE DUE NORTH 4,432.4'; THENCE DUE WEST ALONG THE NORTHERN BOUNDARY OF THE SECTION LINE 2,598.3' TO THE POINT OF BEGINNING.	Sherman	Kansas	128	279
			11	06S	40W	N2 OF SW AND SOUTH 53 ACRES OF THE NW				
Richard L. Billinger, Et Ux	J. Fred Hambricht, Inc.	7/13/2003	1	06S	40W	W2, W2 LESS AND EXCEPT A TRACT DESCRIBED AS BEGINNING AT THE NW CORNER OF THE NW/4 THENCE DUE SOUTH 1,915.9'; THENCE DUE EAST 1,226.9'; THENCE DUE SOUTH 2,516.5'; THENCE DUE EAST 1,371.4'; THENCE DUE NORTH 4,432.4'; THENCE DUE WEST ALONG THE NORTHERN BOUNDARY OF THE SECTION LINE 2,598.3' TO THE POINT OF BEGINNING.	Sherman	Kansas	128	282
			11	06S	40W	S2SW AND SOUTH 53 ACRES OF NW LESS AND EXCEPT A TRACT IN THE SW DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH SECTION LINE WHICH IS 741' WEST OF THE SE CORNER OF SAID SW/4; THENCE NORTH AT A RIGHT ANGLE A DISTANCE OF 474'; THENCE WEST AND PARALLEL TO THE SOUTH SECTION LINE A DISTANCE OF 460'; THENCE SOUTH AT A RIGHT ANGLE AND A DISTANCE OF 474' TO THE SECTION LINE; THENCE EAST ALONG SAID SECTION LINE A DISTANCE OF 460' TO THE POINT OF BEGINNING.				
Phillip A. Helman, Et Al	J. Fred Hambricht, Inc.	8/5/2003	24	06S	40W	N2	Sherman	Kansas	128	299
Phillip A. Helman	J. Fred Hambricht, Inc.	8/5/2003	24	06S	40W	S2	Sherman	Kansas	128	301
Margaret Lucille Bratcher	J. Fred Hambricht, Inc.	6/10/2003	17	06S	39W	W2	Sherman	Kansas	128	392
			19	06S	39W	E2 W2, E2, LOT 1 (NWNW), LOT 2 (SWNW), LOT 3 (NWSW), LOT 4 (SWSW)	Sherman	Kansas	128	
Ruth Ann Vonkey, Et Vir	J. Fred Hambricht, Inc.	5/20/2003	9	06S	39W	SW	Sherman	Kansas	128	550
Harold L. Van Vleet Revocable Trust DTD 7/13/2004	Bill Barrett Corporation	2/9/2006	11	06S	40W	METES & BOUND: THE SOUTH 107 ACRES PF THE SE/4 IN SECTION 11, 76S, R40W	Sherman	Kansas	143	35
Richard L. Billinger, Et Ux	Grande Oil & Gas, Inc.	2/17/2011	11	06S	40W	SOUTH 53 ACRES OF NE4 & NORTH 53 ACRES OF SE4	Sherman	Kansas	165	985

Exhibit A-4
"Wells"

API #	Well Name	Operator	Field	Formation	County	ST	Twn	Rge	Sec	0000
15-181-20581	Bucholtz 31-06B	Foundation Energy Management, LLC	Goodland	Niobrara	Sherman	KS	05S	39W	6	SWNE
15-181-20395	Bratcher 13-19	Foundation Energy Management, LLC	Wildcat	Niobrara	Sherman	KS	06S	39W	6	NWSW
15-181-20394	Bratcher 23-19	Foundation Energy Management, LLC	Wildcat	Niobrara	Sherman	KS	06S	39W	6	NESW
15-181-20574	Bucholtz 11-06	Foundation Energy Management, LLC	Goodland	Niobrara	Sherman	KS	06S	39W	6	NWNW
15-181-20575	Bucholtz 31-06	Foundation Energy Management, LLC	Goodland	Niobrara	Sherman	KS	06S	39W	6	NWNE
15-181-20578	Bucholtz 32-06	Foundation Energy Management, LLC	Goodland	Niobrara	Sherman	KS	06S	39W	6	SWNE
15-181-20576	Bucholtz 41-06	Foundation Energy Management, LLC	Goodland	Niobrara	Sherman	KS	06S	39W	6	NENE
15-181-20577	Bucholtz 42-06	Foundation Energy Management, LLC	Wildcat	Niobrara	Sherman	KS	06S	39W	6	SENE
15-181-20524	Lockard 22-06	Foundation Energy Management, LLC	Goodland	Niobrara	Sherman	KS	06S	39W	6	SENE
15-181-20444	Bratcher 12-19	Foundation Energy Management, LLC	Goodland	Niobrara	Sherman	KS	06S	39W	6	SENW
15-181-20543	Billingger 11-01	Foundation Energy Management, LLC	Goodland	Niobrara	Sherman	KS	06S	40W	19	SWNW
15-181-20544-0001	Billingger 13-01	Foundation Energy Management, LLC	Goodland	Niobrara	Sherman	KS	06S	40W	1	NWNW
15-181-20545	Billingger 21-01	Foundation Energy Management, LLC	Goodland	Niobrara	Sherman	KS	06S	40W	1	NENW
15-181-20546	Billingger 23-01	Foundation Energy Management, LLC	Goodland	Niobrara	Sherman	KS	06S	40W	1	NESW
15-181-20547	Blue 33-11	Foundation Energy Management, LLC	Goodland	Niobrara	Sherman	KS	06S	40W	11	NWSE
15-181-20373	Helman 08-24 Horiz	Foundation Energy Management, LLC	Wildcat	Niobrara	Sherman	KS	06S	40W	24	SENE
15-181-20542	Helman 12-24	Foundation Energy Management, LLC	Goodland	Niobrara	Sherman	KS	06S	40W	24	SWNW
15-181-20446	Helman 31-24	Foundation Energy Management, LLC	Goodland	Niobrara	Sherman	KS	06S	40W	24	NWNE
15-181-20369	P. Helman 13-24	Foundation Energy Management, LLC	Wildcat	Niobrara	Sherman	KS	06S	40W	24	NWSW
15-181-20388	P. Helman 23-24	Foundation Energy Management, LLC	Wildcat	Niobrara	Sherman	KS	06S	40W	24	NESW
15-181-20445	P. Helman 24-24	Foundation Energy Management, LLC	Goodland	Niobrara	Sherman	KS	06S	40W	24	SESW
15-181-20389	P. Helman 33-24	Foundation Energy Management, LLC	Wildcat	Niobrara	Sherman	KS	06S	40W	24	NWSE

EXHIBIT A-6

GATHERING SYSTEM

NONE

EXHIBIT A-7

GATHERING SYSTEM PROPERTIES

NONE

EXHIBIT A-8

ACQUIRED VEHICLES

NONE

Exhibit A-9

EXCLUDED ASSETS

1. Tanks

Yard	Description	Quantity	Tank Type	Barrel Capacity	Material	Dimensions	
Bonny	Poly Tank	1	WATER	60	POLY	6X6	
	Poly Tank	1	WATER	35	POLY	3x4	
	Fiberglass Tank	12	WATER	250	FIBERGLASS	15x6	
	Wiltfang	KBK	3	WATER	160	FIBERGLASS	5x12
		KBK	11	WATER	210	FIBERGLASS	10x8
		KBK	3	WATER	100	FIBERGLASS	16x6
		KBK	2	WATER	160	FIBERGLASS	5x12
		KBK	6	WATER	210	FIBERGLASS	10x8
		KBK	1	oil	100	Steel	16x6
			1	oil	500 gal.	Steel	
		2	oil	300 gal.	Steel		
Wray		1	Propane	500 gal.	Steel		
	500G Propane Tanks	4	Horizontal		Steel		
	500G Steel Tank	3	Horizontal		Steel		
	1000G Steel Tank	1	Horizontal		Steel		
	440G Double Wall Tank	1	Vertical		Steel		
	550G Storage Tank	2	Vertical		Plastic		
	300G Storage Tank	2	Vertical		Fiberglass		
	500G Rectangle Tank	1	Horizontal		Plastic		
	180G Overhead Tank	4	Horizontal		Steel		

2. Pumps

Yard	Description (Make & Model)	Quantity
Bonny	1 1/2" barrel pump	1.00

3. Tubing/Casing

Yard	Description (Tubing, Casing)	Quantity	OD	Grade	# of Joints	Length
Bonny	2 3/8" tubing	5103	2.375	J55	162	31.5
	6" line pipe	280	6		8	35
	8" Line pipe	62	8		2	31
	8" Surface Casing	75	8		3	25
	1" Tubing	221	1	N80	7	31.5
	Fiberglass Line Pipe	180	3		6	30
	Tubing	18,963	2.375	J55	602	31.5
	Tubing	189	2.875	J55	6	31.5
	Line Pipe	75	3		3	25
	Line Pipe	105	4		3	35
	Line Pipe	320	6		8	40
	Fiberglass Line Pipe	180	3.5		6	30
	Line Pipe	240	4		8	30
	Line Pipe	420	2		14	30
	Casing	2,000	4.5	J55	50	40
	Non-coated Line Pipe	30	6		1	30
	Tubing	-	2.375	J55	0	31.5
	Tubing	1,701	2.375	J55	54	31.5
	Casing	40	4.5	J55	1	40
	Surface Casing	40	7.5		1	40
Line Pipe	60	8		2	30	
Lampe	Tubing	1	J-55	1	31.5	
	Tubing	32	J-55	32	1008	
	Enduro tubing	2	Enduro	2	63	
	Tubing	248	J-55	248	7812	

Exhibit A-9

EXCLUDED ASSETS

Yard	Description (Tubing, Casing)	Quantity	OD	Grade	# of Joints	Length
	Tubing	2			2	42
	Line pipe	3			3	120
	Line pipe	3			3	120
	Line pipe	17			17	680
	Line pipe	2			2	80
	Line pipe	13			13	520
	Casing	7			7	
Willfang	Casing	6,120	4.5"	J55	153	40
	Casing	160	7"	J55	4	40
	Casing	8,480	7"	J55	212	40
	Casing	840	4.5"	J55	21	40
	Casing	23,880	4.5"	J55	597	40
	Casing	8,160	7"	J55	204	40
	Casing	2,520	7"	J55	63	40
	Casing	2,160	4.5"	J55	54	40
	Strait poly	18,000	6"	SDR 7	450	40
	Strait poly	1,920	10"	SDR7	48	40
	Polypipe	62,000	3"	SDR 7	62	1000
	Polypipe	8,000	4"	SDR 11	8	1000
	Polypipe	3,000	2"	SDR 11	3	1000
	Polypipe	19,000	4"	SDR 7	19	1000
	Line pipe	680	4"			
	Green line pipe	1,160	6"		17	40
	Gray Line pipe	1,880	6"		29	40
	Line pipe	360	8"		47	40
	Line pipe	40	10"		12	30
					1	40
	2 3/8" 4.70# J55 Tubing	8,990			290	31
	1 1/4 tubing	8,153	1.25		263	31
	2 3/8 ENDURO TUBING	6,913	2.375		223	31
	2 3/8" Tubing	19,220	2.375	J-55	620	31
	3 1/2" 8rd EUE coated tubing	1,736	3.5		56	31
	3 1/2" 8rd EUE coated tubing	3,317	3.5		107	31
	2 3/8" Tubing	2,418	2.375	J-55	78	31
	Hydro tested 2 3/8" tubing	10,354	2.375	J-55	334	31
	1 1/4 X 25' sinker bar (Juttten	31	1.25		31	25
	5/8 norr. Rods (Juttten Yard)	2,500	0.625		2500	25
	1 1/8 polish rod (Juttten yard)	25	1.125		25	11
	2 3/8 J55 4.7# (Juttten Yard)	50,499	2.375	J55	1629	31
	2 3/8" 4.7 J-55 eue tbg	158	2.375	J55	5	
	2 3/8" 4.7 J-55 eue tbg	1,985	2.375	J55	63	
	2 3/8" 4.7 J-55 eue tbg	189	2.375	J55	6	
	2 3/8" 4.7 J-55 eue tbg	2,142	2.375	J55	68	
	2 3/8" 4.7 J-55 eue tbg	158	2.375	J55	5	
	2 3/8" 4.7 J-55 eue tbg	2,174	2.375	J55	69	
	2 3/8" 4.7 J-55 eue tbg	2,331	2.375	J55	74	
Wray	8" SDR-7 Sticks	3,100	8"	SDR-7	62	49'-8"
	6" SDR-7 Sticks	200	6"	SDR-7	4	49'-8"
	3" SDR-7 Rolls	4,000	3"	SDR-7	4	1000'
	3" SDR-7 Sticks	57	3"	SDR-7	3	19'-10"
	3" SDR-11 Sticks	57	3"	SDR-11	3	19'-10"
	2" SDR-7 Roll	1,000	2"	SDR-7	1	1000'

Exhibit A-9

EXCLUDED ASSETS

Yard	Description (Tubing, Casing)	Quantity	OD	Grade	# of Joints	Length
	2-1/4" Power Duct Underground	200	2-1/4"		1	200'
	12" x .250 Coated Piping	129				Random
	12" x .250 Bare Pipe	315				Random
	12" x .188 Coated Piping	1,556				Random
	10" x .250 Coated Piping	293				Random
	10" x .250 Bare Pipe	51				Random
	8" x .188 Coated Piping	123				Random
	6" x .312 Bare Pipe	38				Random
	6" x .250 Coated Piping	370				Random
	6" x .188 Bare Pipe	1,415				Random
	4" x .250 Gray Coated Piping	380				Random
	4" x .250 Bare Pipe	43				Random
	3" x .188 Coated Piping	116				Random
	2" x .188 Coated Piping	40				Random
	1" .188 Coated Piping	21				Random
	5-1/2" Casing	10,990	5-1/2"	J55	258	42'-6"
	8-5/8" Casing	644	8-5/8"	J55	16	40'-4"
	4" Drill Stem	700	4"	J55	15	42'-10"
	2-7/8" Drill Stem	2,200	2-7/8"	J55	74	31'-11"
	2-1/2" Drill Stem	63	2-1/2"	J55	2	31'-0"

4. Vessels

Yard	Description	Quantity	Capacity	Type	Orientation	Dimensions
Bonny	Nesco Separator	1	750	Water	Vertical	1x7
	Olman Heath Separator	2	500	Water	Horizontal	1x5
Lampe	Ross MFG Meter housing	120				
Willfang	Separator (shedded)	23	500	Gas/Water	Vertical	16x58
	Fuel gas pots	41	5 gal.	Gas/Water	Vertical	4'x 6"
	Upright Separator	6	25 gal.	Gas/Water	Vertical	4'x 30"
	contact tower	1		Gas/Water	Vertical	16"
	Drip Pots	97	1 bbl	Gas/Water	Vertical	10'X12"
	Aitken Inline slug catcher	1		Gas/Water	Vertical	
	Cimarron separators	3		Gas/Water	Vertical	16"x60"
	Knock out	1		Gas/Water	horizontal	24"
	Mayo separator	1		Gas/Water	horizontal	
	Wooster tool Separator	1		Gas/Water	vertical	
	Contact towers	4		Gas/Water	vertical	
	Nelco Separator	1		Gas/Water	vertical	
	Westerman Separator	1		Gas/Water	vertical	
	Westerman Separator	1		Gas/Water	horizontal	
	Mayp Industries Separator	1		Gas/Water	horizontal	
Wray	Pesco Vertical Separator	1		Gas/Water	horizontal	42" x 12'-0"
	KingTool Horizontal Filter Sep.	1		Gas Service	Vertical	20" x 10'-0"

Exhibit A-9

EXCLUDED ASSETS

5. Frac Valves/Meter run

Yard	Description (Make & Model)	Quantity
Wiltfang	Gate Valve, 4"	136
	Gate Valve, 4"	97
	Meter Run, 2"	70
	upright Meter Sheds	13
	small alum. Meter Shed	31
Wray	JW Measurement 4' x 6' Meter Run w/shed	6
	JW Measurement 4' x 6' Meter Run w/Shed	12
	JW Measurement 4' x 6' Meter Run w/Shed	1

6. Rods

Yard	Description	Well	Quantity	Grade	JTS	LGTH
Bonny	5/8" SUCKER RODS		1,042	D		
	5/8" SUCKER RODS		15	D		
Lampe	5/8" sucker rod		188			
	5/8" sucker rod		44			
	7/8" sucker rod		4			
Wiltfang	3/4" Sucker Rods		300		12	25
	5/8" S-67 Rods	Weatherford	9,225		369	25
	5/8" Norr. sucker rods	REPUBLICAN FIELD	32,500		1300	25
	5/8" Norr. sucker rods	REPUBLICAN FIELD	6,150		246	25
	5/8 rods	Rockwell 32-15	2,075		83	
	5/8 rods	Richers 33-11	2,250		90	
	5/8 rods	Toner 1-28	2,325		93	
	5/8 rods	JT Farms 34-6	2,375		95	

7. Compressors/JT Skid

Compressor Station	Engine Model
Bonny #4 (Cure)	Toshiba Electric 800
Bonny #17 (Pinckard)	Toshiba Electric 800
North Beecher #1	Ajax DPC- 360
North Beecher #2	Ajax DPC- 360
North Beecher #3	White 8G- 825
South Beecher #1	White 8G-825
Buckboard #3	Waukesha L-7044 GSI
Whisper #1	Ajax DPC-140
Schramm #2	Ajax DPC- 115
Republican #2	Ajax DPC-540
Vernon #1	Ajax DPC- 180
Lippert #1	Ajax DPC-140
Weyerman #1	Ajax DPC-360

8. Engines

Yard	Description (Make & Model)	Quantity	Electric or Gas	HP
Bonny	Arrow Engines	2	Gas	5
Lampe	Kohler 18 hp	4	Gas	18
	Kohler 18 hp	11	Gas	18

Exhibit A-9

EXCLUDED ASSETS

Yard	Description (Make & Model)	Quantity	Electric or Gas	HP
	Arrow K6	2	Gas	
	Baldor Electric	1	Electric	5
	Baldor Electric	10	Electric	5
Wiltgang	C-46	9	Gas	
	K-6	29	Gas	
	Smith lift units	11	Electric	

9. Dehys

Yard	Description (Make & Model)	Well	Quantity
Wiltfang	Olman Heath Dehydrator (1981)	SN:13835	1
	Smith Industries Dehydrator	SN:1-9895	1
	Cimarron Dehydrator	SN:D1500	1
	JW Dehydrator Assembly		1
Wray	JW Williams Reboiler Section	Bonny Station #30	1
	JW Williams Glycol Flash Separator	Bonny Station #30	1
	JW Williams 2-Phase Separator	Bonny Station #30	1
	JW Williams Glycol Absorber	Bonny Station #30	1
	Pesco Reboiler Section	North Waverly Station	1
	Pesco Coalescing Filter Separator	North Waverly Station	1
	Pesco Glycol Gas Separator	North Waverly Station	1
	Pesco Charcoal Filter	North Waverly Station	1
	Pesco Glycol Absorber	North Waverly Station	1

10. Pumping Units

Yard	Description (Make & Model)	Quantity
Bonny	Jensen Low Profile	19
	Jensen	2
	Jensen	1
Lampe	Sentry 25	1
	Sentry B40	1
	Jensen B36	1
Wiltfang	40A67L24B Jensen	17
	40A67L24B Jensen	8
	40A76J48B Jensen	2
	40A76J48B Jensen	3
	40A89J36B Jensen	10
	25-67-36/B25-67-36W Sentry	2
	40-89-42/11E-0081 Weatherford	5
	25-67-36/11E-0081 Weatherford	15
	25-67-36/11E-0081 Weatherford	2
	8M-40-67-36 Churchill	2
	B-25-67-36 Sentry	5
	no numbers Ideco	1

11. Generator

Yard	Description (Make & Model)	Well	Quantity	Gas or Diesel
Wray	Generac 14KW Natural Gas Generator	S/N: 57307356	1	Natural Gas

Exhibit A-9

EXCLUDED ASSETS

12. Other

Yard	Description (Make & Model)	Well	Quantity
Willfang	cattle guards	FROM CHUNDY FIELD	6
	cattle guards	FROM HAGAN FIELD	2
	Tan Panels	FROM REPUBLICAN FIELD	183
	tan Gates		30
	cat walk and stairs		1
	Galvanized Culverts		3
	8' horse tank		1
	Complete galvanized containment		1
	500 gal tank containment		1
	cement pumping unit base		6
	cement pumping unit base		8
	Secondary Containment	6'X15' Oval, Galvanized	1
	Dodge Pickup Beds		6
	Ford Pickup Beds		6
	Flat Bed Assemblies		2
	Wray	4" x 4' x 7' High Steel Barricades	
4" x 6' x 7' High Steel Barricades			19
6" x 6' x 8' High Steel Barricades			1
12" x 8' Stopper Bottles			8
24" x 8' Drip Bottle			1
12" x 8' Drip Bottle			1
6" x 150# Kimray Control Valve			1
4" x 150# Kimray Control Valves			10
3" x 150# Kimray Control Valve			1
6" x 600# Valves			5
6" x 600# Check Valves			1
4" x 600# Valve w/ ESD Actuator			1
Lot Various Sized Valves			1
4" Fisher V-ball Control Valves			2
3" Fisher V-ball Control Valve			1
2" Fisher V-ball Control Valve			1
2" Fisher 667 Control Valve w/Act.			1