KOLAR Document ID: 1640289

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:	I
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:
Gas Gathering System:	Lease Name:
Saltwater Disposal Well - Permit No.:	.
Spot Location:feet from N / S Line	SecTwpREV
feet from E / W Line	Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells**	Production Zone(s):
Field Name:	Injection Zone(s):
** Side Two Must Be Completed.	injection zone(e).
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:
	Date:
Title:	Signature:
New Operator's License No	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
New Operator's Email:	Date:
Title:	_ Signature:
Acknowledgment of Transfer: The above request for transfer of injection	on authorization, surface pit permit # has been
noted, approved and duly recorded in the records of the Kansas Corporation	on Commission. This acknowledgment of transfer pertains to Kansas Corporation
Commission records only and does not convey any ownership interest in the	e above injection well(s) or pit permit.
is acknowledged as	is acknowledged as
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit
Permit No.: Recommended action:	
. Noodillionded action.	portinition by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC

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Side Two

Must Be Filed For All Wells

KDOR Lease No).:		_		
* Lease Name: _			_ * Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Sec (i.e. FSL = Feet from		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle:</i> FSL/FNL	Circle: FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
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		FSL/FNL	FEL/FWL _		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		

A separate sheet may be attached if necessary.

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

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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:	CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	
Address 1:	County:
Address 2:	Well #:
City: State: Zip: +	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	
Address 1:	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
Address 2:	and the second in the weat acted a green out they were unto a file a country two accurat
City: State: Zip:+	
the KCC with a plat showing the predicted locations of lease road	(Cathodic Protection Borehole Intent), you must supply the surface owners and ds, tank batteries, pipelines, and electrical lines. The locations shown on the plat tered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
☐ I certify that, pursuant to the Kansas Surface Owner provided the following to the surface owner(s) of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I C-1 or Form CB-1, the plat(s) required by this form; and	Notice Act (see Chapter 55 of the Kansas Statutes Annotated), I have land upon which the subject well is or will be located: 1) a copy of the am filing in connection with this form; 2) if the form being filed is a Form 3) my operator name, address, phone number, fax, and email address. er(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 and address of the surface owner by filling out the top section of this form
If choosing the second option, submit payment of the \$30.00 has form and the associated Form C-1, Form CB-1, Form T-1, or Form CB-1, Form CB-1, Form CB-1, Form T-1, or Form CB-1, Form CB-1, Form CB-1, Form T-1, or Form CB-1, Form CB-	andling fee with this form. If the fee is not received with this form, the KSONA-1 rm CP-1 will be returned.
I hereby certify that the statements made herein are true and co	prrect to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

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COUNTY OF CHEYENNE

KNOW ALL MEN BY THESE PRESENTS

ASSIGNMENT AND BILL OF SALE

(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-B HOLDING, LLC, FOUNDATION ENERGY FUND V-B, LP, FOUNDATION ENERGY FUND V-B HOLDING, LLC, FOUNDATION ENERGY FUND V-B MD, LLC, 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". THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") dated March 31, 2022

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").

- (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 (o) of this Section 1 as of the Effective Time (such right, title and interest, less and except the Excluded Assets, collectively, the "Assets"):
- 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 "<u>Transaction Area</u>"), including those oil and gas leases described in **Exhibit A-2** (the "<u>Leases</u>"), together with all pooled, communitized, or unitized acreage or rights which includes all or any part of any Leases or the Wells (the "<u>Units</u>"), 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 "<u>Lands</u>"), and including all interests of such Assignor derived from the Leases in production of Hydrocarbons from any such Unit; all of the oil and gas leases; oil, gas and mineral leases; subleases and other
- [Intentionally omitted]; **(P**)
- 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

Assignment and Bill of Sale (Cheyenne County, KS) - Page 1

Exhibit A-4 (each a "Well" and, collectively, the "Wells" and, together with the Leases, Units, Fee Minerals, collectively, the "Oil and Gas Properties");

- [Intentionally omitted]; (p)
- described more fully on **Exhibit A-6**, 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");
- 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
- (h) the trucks, cars, trailers and other vehicles of Assignor set forth on **Exhibit** A-8 (the "Acquired Vehicles");
- 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 peration of the Oil and Gas Properties or the Gathering System (collectively, the "Personal
- (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;
- the Assumed Imbalances; (<u>R</u>
- 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;
- 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"); Lease files; Land files; Well files; Applicable Contract files; all (m)

- all Hydrocarbon inventory and Hydrocarbons in storage as of the Effective Time with respect to the Oil and Gas Properties; and
- if applicable, but without the o pay such fee), the production any fee unless Assignee agrees in writing to pay consent, to the extent assignable (with related IT Equipment. 0

(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 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 nerinherals and other committee hardware or committee to expenditual and any associated nerinherals and other committee. 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 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).

forever, subject, however, to the covenants, terms and conditions set forth herein and in the Purchase Agreement, and subject to the Permitted Encumbrances. TO HAVE AND TO HOLD the Assets unto Assignee and its successors and

. Special Warranty.

- 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 Until 5:00 P.M. local time, where the respective Assets are located, on the avoidance of doubt, the Special Warranty shall cease and terminate at the end of the Survival Period.
- 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. Recovery by Assignee for any breach by Assignor of the Special Warranty
 - 3. <u>Effective Time.</u> 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

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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.

- limitations and restrictions in <u>Article 9</u> 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 <u>Section 1.06</u> of the Purchase Agreement; (b) imposed by any Legal Requirement or 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 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 Governmental Body relating to the Assets, (c) for plugging, abandonment, decommissioning, and 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 <u>Article 10</u> 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 <u>Section 12.02(c)</u> of the Purchase Agreement (provided that <u>Section 12.02(d)</u> of the Purchase Agreement shall govern the actual payment of such Asset Taxes); (j) 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 Assumption. Save and except for Specified Liabilities,
- 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 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 <u>Article 9</u> 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 Specified Liabilities. Assignor shall retain, fulfill, perform, pay, and discharge 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 FOR TH 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 BANK OR INVESTMENT BANK OR HAVE OF ASSIGNOR, 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 ASSIGNATION. 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. 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
- 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. Subrogation of Warranties. Assignor hereby assigns and grants to Assignee,
- 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 and deliver Assurances. The Parties agree to execute Further
- 9. <u>Purchase Agreement</u>. 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 <u>Section 1.02</u> 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

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) Assignor, as a servitude in the nature of a interests of Assignee, and its and their 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 Agreement, Assignee grants and conveys to Assignor, as a such conflict.

- 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 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. 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 is the intent and effect of this Assignment that the conveyance, transfer or assignment of any therein.
- 11. <u>Recordation</u>. 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.
- 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 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.
 - controversy or dispute based upon, arising out of or relating to this Assignment and any claim, 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.
- 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 This Assignment may be executed in any number of counterparts, Counterparts.

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



Executive Vice President mel 10 1 By: Joel P. Sauer Title: Executive Vic

ACKNOWLEDGMENT

COUNTY OF DALLAS STATE OF TEXAS

This instrument was acknowledged before me this 31st day of March, 2022, by Joel P. Sauer, known to me to be the Executive Vice Presient 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.

Notary Public in and for the State of Texas My commission expires: mar



FOUNDATION ENERGY FUND III-B HOLDING,

By: Foundation Energy Management, LLC Its: Manager

By: Joel P. Sauer
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

S S S S

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.

Notary Public in and for the State of Texas My commission expires:

hary margar x Galan

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

By: Joel P. Sauer
Title: Executive Vice President 0

ACKNOWLEDGMENT

COUNTY OF DALLAS STATE OF TEXAS

000 con con

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.



Notary Public in and for the State of Texas My commission expires: $\frac{\partial S}{\partial c} \frac{\partial c}{\partial c}$ man

FOUNDATION ENERGY FUND IV-B HOLDING, LLC,

By: Foundation Energy Management, LLC

Its: Manager

Remo By: Joel P Sauer
Title: Executive Vice President

ACKNOWLEDGMENT

COUNTY OF DALLAS STATE OF TEXAS

S S S

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.

MIGALANTE MAN A STATE OF THE WILLIAM STA

Tellan ke Notary Public in and for the State of Texas My commission expires: nary hargent

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

0

By:
Name: Joel P. Rauer

Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

000 000 000

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.

MARRY NO PRAY OF THE PROPERTY OF THE PROPERTY

Notary Public in and for the State of Texas My commission expires:

mary

FOUNDATION ENERGY FUND V-B HOLDING,

By: Foundation Energy Management, LLC

Its: Manager

: Joel P. Sauer Executive Vice President 0 By: Name: Title:

ACKNOWLEDGMENT

COUNTY OF DALLAS STATE OF TEXAS

S S S

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.

WIND ANTE MARY NO PRAY PORTING THE PROPERTY OF THE PROPE

Notary Public in and for the State of Texas My commission expires:

mery mayant Galar

FOUNDATION ENERGY FUND V-B MD, LLC,

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

By: Name: Title:

Joel P. Sauer Executive Vice President

<u>ACKNOWLEDGMENT</u>

STATE OF TEXAS

S S S S

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.

CALC SE SELLE

Notary Public in and for the State of Texas hen

126

My commission expires:

Park

majoritoa

Assignment and Bill of Sale (Cheyenne County, KS) - Page 13

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

O Saw

By: Joel P. Sauer

Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

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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.

Notary Public in and for the State of Texas My commission expires: man

nagant Gulmte

FOUNDATION ENERGY MANAGEMENT, LLC,

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**, 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. 000 con con



My commission expires: 0x/26/35

ASSIGNEE:

OWN RESOURCES ROCKIES, LLC,

By:

Name: Niels Phaf

Title: Manager



ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

000 con con

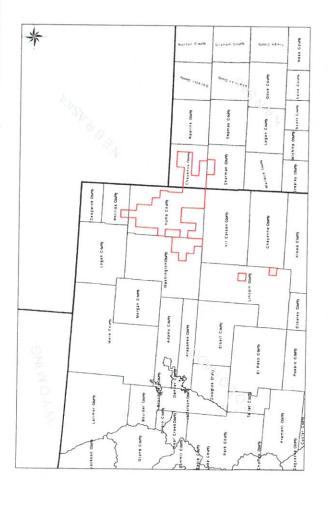
This instrument was acknowledged before me this 31st day of March, 2022, by Niels Phaf, known to me to be the Manager of **OWN RESOURCES ROCKIES**, **LLC**, a Delaware limited liability company, who affirmed that the foregoing instrument was signed on behalf of such limited liability company and that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



Notary Public in and for the State of Texas
My commission expires: OS Deel

hay

Exhibit A-I TRANSACTION AREA MAP



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RNG	2200	3200	2000	735V	45W	46W	46W	46W	46W	45W	46W	47W	501/	51W	VOIN	4900	4900	49W	49W	50W	49W	51W	49W	49W	20W	49W	4900	49VV	AOM	50W	49W	49W	50W	49W	50W	50W	49W	50W	4900	49//	49W	49W	49W	49W	50W	49W	49W	2000	49W	2000	50W	50W	51W	50W	49W	49W	49W	50W	49W	49W	4900	4900	49W	49W	49W	49W	49W	45W	46W	47W
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RNG	45W	45W	4/W	44W	45W	47W	44W	46W	42W	43W	41W	42W	43W	44W	40W	44W	45W	46W	47/	47.00	4200	AAM	42/4	43W	46W	43W	44W	45W	46W	44W	45W	46W	47W	43W	44W	47W	46W	47W	42W	43W	44W	42W	4000	4500	4500	AAM	4400	46W	47W	43W	44W	46W	43W	41W	46W	41W	46W	40W	43W	45W	46W	45W	49W	45W	46W	43W	40W	41W	41W	42W
NML	SLO	028	NZO	02S	028	03N	038	04N	04S	048	05N	058	058	058	S90	01N	01N	01N	NIO	520	030	038	048	048	05N	058	058	01N	01N	018	018	02N	02N	028	02S	02S	03N	03N	038	038	030	040 05N	OFF	N10	01N	018	018	02N	02N	028	028	03N	038	04N	04N	04S	05N	058	250	NIO	010	NCO	028	028	03N	038	04N	04N	04S	04S
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RNG	39W	46W	4/W	42W	40W	44W	45W	4500	4000	72IV	4500	4000	ASM	46W	46W	47W	42W	44W	45W	46W	43W	44W	40W	45W	40VV	46W	44W	45W	39W	44W	44W	47W	41W	43W	44W	46W	43W	44M	45W	46W	47W	45W	44W	39W	47W	47W	44W	45W	46W	47W	44W	47W	46W	43W	44W	45W	47W	44W	45W	46W	43W	45W	4/ vv
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COUNTY	YUMA	VIIIA	VINIO	ANITA	AMOL	YOMA	YOMA	YUMA	YUMA	YUMA	YUMA	YUMA	YUMA	YOMA	YOMA	TOWN	AMIX	AMIX	YIIMA	YUMA	YOMA	TOMA	YIMA	YUMA	YUMA	YUMA	YUMA	YUMA	YUMA	YUMA	YUMA	YUMA	YOMA	Alina	ZIMA	YUMA	YOMA	TOIMA	VIMA	YIMA	YIMA	YUMA	YUMA																									
RNG	46W	45W	46W	42W	43W	40W	41W	39W	45W	46W	43W	46W	43W	VASA	VVCA VVCA	42W	43W	W14	40W	45W	46W	43W	V)(V)	4500	46W	43W	41W	46W	41W	44W	45W	46W	44W	45W	43W	45W	46W	42W	41W	45W	46W	43W	46W	41W	44W	45W	4000	4400	46W	45W	43W	45W	46W	47W	38W	46W	44W	45W	46W	4/W	45W	44W	46W	45W	43W	45W	46W	47W
NWL	03N	04N	04N	04S	04S	05N	058	S90	01N	02N	028	03N	038	04N	0.00	040	OFN	Nico	Sch	NIO O	NIO	020	038	NAN	04N	048	048	05N	05N	058	01N	01N	018	018	200	020	03N	038	04N	04N	04N	048	05N	05N	0.00	NO	010	018	018	02N	028	028	028	03N	03S	04N	048	01N	N 20	010	000	028	028	03N	038	04N	04N	04N
SEC	200	2 2	2 5	10	19	19	19	19	20	20	20	20	20	20	202	200	000	200	23	24	21	21	21	27	21	21	21	21	21	21	22	22	22	77	22	22	22	22	22	22	22	22	27 23	77	23	23	23	23	23	23	23	23	23	23	23	23	23	24	24	P7	24	24	24	24	24	24	24	24

ST	00	00	00	8	8	CO	3 2	38	38	38	3 2	3 8	38	38	38	38	3 8	3 8	38	38	8	00	00	8	8	38	38	38	00	00	8	38	3 8	888	00	00	8	38	38	88	00	8	000	38	38	38	88	8	8	00	3 8	3 8	3 8	88	00	000	3 3	38	88	00	00	8	8	3
COUNTY	YUMA	YIMA	MINA	ALIMA VI IMA	ANIIV	CONT.	NI NA	XIMA	VIIMA	YUMA	YUMA	YUMA	YUMA	YUMA	YUMA	YOMA	YIMA	YUMA	YUMA	YUMA	YUMA	YUMA	YIMA	YUMA	YUMA	YUMA	YUMA	YOMA	AMILY	YUMA	YUMA	YUMA	YUMA	YUMA	AMINA	YUMA	YUMA	YUMA	YUMA	YUMA	YUMA	VIIMA	YUMA	YUMA	YUMA	YUMA	YUMA	YIMA	YUMA	YUMA	YUMA	YUMA	YUMA	YUMA	Aivior									
RNG	43W	44W	46W	44W	40W	45W	46W	47W	45W	43W	50W	44W	45W	44W	45W	47W	43W	44W	41W	44W	45W	48W	45W	43W	4400	20W	44W	44W	41W	46W	45W	46W	43W	45W	46W	42W	47.00	45W	46W	44W	45W	46W	45W	46W	41W	42W	46W	43W	46W	4100	43W	44W	45W	46W	43W	46W	46W	42W	43W	46W	40W	43W	44W	4014
NWT	048	048	NGO	058	S90	01N	01N	01N	018	028	028	028	028	038	04N	04N	048	048	05N	058	01N	01N	018	020	028	028	038	04S	05N	New	018	02N	028	03N	03N	038	048	01N	01N	018	02N	NZO	03N	03N	038	038	04N	04S	NCO	NEO	018	018	02N	02N	028	03S	04N	04S	04S	05N	05N	033	01N	248
SEC	24	24	47	24	24	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	26	97	26	26	26	26	26	26	26	270	27	27	27	27	27	27	27	28	28	28	28	28	28	28	28	28	28	288	28	29	29	29	29	29	53	29	29	29	29	29	29	30	30	30

ST	00	00	00	9	8	8	00	300	8	03	00	3 2	38	3 8	38	38	38	3 8	38	38	3 8	3 8	3 8	38	38	3 8	38	3 8	300	300	8	8	00	00	00	00	8	00	38	3 8	3 8	38	8	00	00	00	8	8	00	8	8	38	38	3 8	38	3 8	3 2	3 8	888	00	00	00	00	00	00	00	8	8 8
COUNTY	YUMA	YIMA	CALLY V	VINO.	Alla	ZMIC	VIIM	ZWO-	VIIMA	YUMA	YOMA	ANITA	YIMA	YIIMA	YUMA	TOWA	TOWA	VIMA	ZINO.	YIMA	YIMA	YIIMA	YUMA																																													
RNG	45W	46W	43W	46W	46W	46W	43W	40W	43W	45W	44W	45W	46W	43W	44W	46W	46W	43//	43//	43W	44W	45W	46W	43W	45W	43W	43W	46W	43W	45W	46W	43W	44W	45W	45W	43W	45W	4000	42W	43W	46W	43W	46W	44W	45W	46W	43W	45W	4900	AAM	46W	47W	42W	46W	43W	44W	45W	46W	45W	47W	43W	44W	46W	47W	44W	44W	45W	47W
NML	STO	NZO	020	028	03N	04N	048	05N	058	01N	018	02N	02N	028	028	03N	04N	045	058	018	018	02N	02N	028	03N	03S	048	05N	018	01N	01N	018	018	013	NZO	025	NSO	NSO	038	038	04N	048	05N	058	01N	N C	010	NCO	028	028	03N	03N	038	04N	048	058	01N	01N	018	02N	028	028	NSO	03N	033	243	NZO	02N
SEC	200	300	200	30	30	30	30	30	30	31	31	31	31	31	31	31	31	31	31	32	32	32	32	32	32	32	32	32	32	33	33	33	33	33	33	33	33	33	33	33	33	33	33	33	34	34	37	2 25	34	34	34	34	34	34	34	34	35	35	35	35	35	35	35	35	35	35	98	36

ST	00	8	9	00	8	KS	2 5	2 2	2 8	KS	KS	KS	KS	S S	KS	2 2	S S	KS	KS	KS KS	S S	KS KS	KS	X X	S S	KS	KS	S S	S X	KS KS	KS	KS	S S	S S	KS	KS	KS .	S S	S S	KS	KS	KS (%	2 2	KS KS	KS	KS	2 8	¥S KS	KS	KS.	S S										
COUNTY	YUMA	YUMA	YUMA	YUMA	YUMA	CHEYENNE	CHETENNE	CHEYENNE	CHEVENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEYENNE	CHEVENNE	CHEYENNE	CHEYENNE																						
RNG	44W	47W	44W	43W	44W	38W	39W	40W	42W	42W	38W	42W	42W	38W	41W	4000	39W	40W	38W	41W	40W	38W	41W	38W	41W	38W	38W	39W	40W	42vv 40w	39W	42W	42W	39W 40W	40W	42W	40W	42W	40W	38W	38W	39W	38W	40W	41W	42W	3000	42W	42W	40W	41W	42W	39W	41W	41W	39W	39W	41W	42W	W14 WC4	41W
TWN	025	04N	048	058	058	028	02S	038	04S	058	028	038	048	070	033	200	058	058	028	048	058	028	048	048	058	028	028	028	038	058	028	048	058	058	038	038	038	048	058	028	02S	058	028	058	038	038	058	038	038	058	038	038	058	038	048	038	058	038	038	038	038
SEC	000	36	30	30	36	-	-	-		- 0	80	m (7) \$	4	4 4	- 40	2	5	9	9	9		- α	0 00	0 80	6	10	10	2 -	1-	12	12	12	13	15	15	0 4	16	16	17	10	9 6	20	20	21	21	21	22	27	27	87	29	29	31	31	32	32	34	34	35	36

RNG COUNTY 40W CHEYENNE						43W CHEYENNE 43W CHEYENNE					41W CHEYENNE	43W CHEYENNE		40W CHEYENNE	41W CHEYENNE	39W CHEYENNE		43W CHEYENNE				42W CHEYENNE	42W CHEYENNE		43W CHEYENNE								39W SHERMAN	41W SHERMAN	45W SHERMAN	45W SHERMAN	46W SHERMAN	43W SHERMAN
TWN 05S	038	04N	048	NS0	000	018	018	02N	02S	02S	038	048	05N	05N	NS0	058	01N	018	018	02N	070	038	038	04N	04S	05N	058	S90	S90	S90	S90	S90	S90	05N	01N	018	02N	02S
TWN 05S	038	04N	048	NS0	000	018	018	02N	02S	02S	038	04S	05N	05N	N50	058	010	018	018	02N	220	038	038	04N	04S	05N	058	S90	S90	S90	S90	S90	S90	05N	01N	018	02N	000

Exhibit A-2
"Leases"

Lessor	Lessee	Lease Date	Sec	Twn	Rge	Legal Description	County	State	Book	Page
Wilmer Hilt	Carl F. Smith	1/29/1974	15	03S	42W		Chevenne	Kansas	33	167
Daniel H. Rueb, Et Ux	Carl F. Smith	1/29/1974	16	038	42W		Cheyenne	Kansas	33	208
Marlin Rueb, a Single Man, Mary Rueb, a Widow	Carl F. Smith	1/29/1974	16	038	42W	N2	Chevenne	Kansas	33	210
Daniel H. Rueb and Marcia B. Rueb, his Wife	Carl F. Smith	1/29/1974	15	038	42W		Cheyenne	Kansas	33	240
							Cheyenne	Kansas	33	240
			16	03S	42W	SE4				+
Leland Holzwarth and Mary F. Holzwarth, his wife	Mountain Petroleum Corporation	5/15/1974	1	058	42W	NW, SW, W2SE	Cheyenne	Kansas	34	311
							Cheyenine	1xansas	34	311
			12	05S	42W	NW, N2SW, N SE				
Ruben Zimbelman, Et Ux	Lincoln Maggard	3/15/1975	31	03S	41W	ALL	Cheyenne	Kansas	38	309
			6	04S	41W	ALL		Tearious	- 50	307
			7	04S	41W	N2 NW4		1		
			1	04S	42W	W2		1		
			1	04S	42W	SE4 NE4, E2E2		1		
			12	04S	42W	N2 NE4		1		
Willard H. Zweygardt, Et Al	Kansas-Nebraska Natural Gas Company, Inc.	4/2/1975	4	038	41W	N2 N2 SE4, S2 N2, LOT 1, LOT 2, LOT 3, LOT 4	Cheyenne	Kansas	38	313
			33	03S		S2, NE4		11411040	- 50	313
			34	03S	41W	S2, SE4 NE4				
			32	038		W2, SE4, NE4				
			5	04S		S2 N2, LOT 1, LOT 2, LOT 3, LOT 4				-
			8	04S		NW4				
Leo E. Lampe, Et Ux	Kansas-Nebraska Natural Gas Company, Inc.	4/3/1975	21	03S	41W	SW4	Cheyenne	Kansas	38	499
			28	03S		SW4				
			29	03S		SW4				
			33	03S		NW4				
Dale D. Harkins, Et Ux			34	03S		N2 NE4, SW4 NE4, NW4				
	Kansas-Nebraska A NA	4/9/1975	31	04S		E2	Cheyenne	Kansas	38	509
Ray H. Zweygardt, Et Ux	Kansas-Nebraska Natural Gas Company, Inc.	4/7/1975	19	03S		E2 W2, LOT 1, LOT 2, LOT 3, LOT 4	Cheyenne	Kansas	38	529
			28	03S		SE4				
			35	03S		NE4				
			36	03S		N2 N2				
			11	03S		NE4				
			29	05S		SE4				
Arnold H. Ungerman	V 11 1 1 1 1 2 1 2 2		33	05S		NW4				
Marie Aries	Kansas-Nebraska Natural Gas Company, Inc.	12/18/1976	33	03S		NW4	Cheyenne	Kansas	44	97
Sooner Pipe & Supply Corporation	Kansas-Nebraska Natural Gas Company, Inc.	12/18/1976	33	03S		NW4	Cheyenne	Kansas	44	385
Home Stake Royalty Corporation	Kansas-Nebraska Natural Gas Company, Inc.	12/18/1976	33	03S		NW4	Cheyenne	Kansas	44	387
Tome Stake Royalty Corporation	Kansas- Nebraska Natural Gas Company, Inc.	2/16/1977	28	03S		SE4	Cheyenne	Kansas	45	171
Home Stake Oil & Gas Co.	Variation No. 10. C		33	03S		NW4				
Tionic Stake Off & Gas Co.	Kansas- Nebraska Natural Gas Company, Inc.	2/16/1977	28	03S		SE4	Cheyenne	Kansas	45	173
Benjamin R. Davis, Et Ux	VN-1 1 - 4 N/4	1	33			NW4				
rvine E. Ungerman	Kansas-Nebraska A NA	12/18/1976	32			NE4	Cheyenne	Kansas	46	391
Trine L. Ongerman	Kansas-Nebraska Natural Gas Company, Inc.	12/18/1976	33	03S	41W	NW4	Cheyenne	Kansas	46	395

Exhibit A-2
"Leases"

Lessor	Lessee	Lease Date	Sec	Twn	Rge	Legal Description	County	State	Book	Page
Otto Isernhagen Trustee	Kansas-Nebraska A NA	5/18/1978	33	038		NE4, METES & BOUNDS: T3S-R41W SEC 33: COMMENCING AT A POINT 46 RODS S OF THE NE CORNER OF SEC 33-T3S-R41 W 6TH P.M. THENCE W & S 18 RODS TO THE W BANK OF A DRAW, THENCE SE ALONG THE S BANK OF SAID DRAW 31 RODS INTERSECTING THE E LINE OF SAID SEC 33 THENCE N ALONG THE E LINE OF SEC 33 TO POB.	Cheyenne	Kansas	51	441
Marlin Rueb, Et Al	Kansas-Nebraska Natural Gas Company, Inc.	11/2/1977	16	03S	42W	N2	Chevenne	Vanna	61	575
Raymond M. Gunn Trust	Kansas-Nebraska Natural Gas Company, Inc.	7/14/1978	33	03S		NW4	Cheyenne	Kansas	51 52	575 594
Gara H. Stevenson, Et Vir	Kansas-Nebraska A NA	6/30/1978	33	038		METES & BOUNDS: TOWNSHIP 3 SOUTH, RANGE 41 WEST, 6TH P.M. SECTION 33: NE EXCEPTING A TRACT OF LAND MORE ACCURATELY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 46 RODS SOUTH OF THE NORTHEAST CORNER OF SECTION 33, THENCE WEST AND SOUTH 18 RODS TO THE WEST BANK OF A DRAW THENCE SOUTHEAST ALONG THE SOUTH BANK OF SAID DRAW 31 RODS INTERSECTING THE EAST LINE OF SAID SECTION 33, THENCE NORTH ALONG THE EAST LINE OF SECTION 33 TO PLACE OF BEGINNING.	Cheyenne	Kansas	52	596
Ilene E. Raile, a Widow	Richard G. Green	8/19/1988	27	03S	42W	SENW	Chevenne	Kansas	84	204
			27	03S		NENW	Cheyenne	Kansas	04	304
			27	03S	42W	W2NW				
Spencer J. Schlepp, a Single Person	Richard G. Green	8/23/1988	33	03S	42W	SWNW	Chevenne	Kansas	84	309
			33	03S		E2NE				
			33	03S	42W	W2NE, NWNE				
			33	03S		NWNW				
			33	03S		NESE				
			33	03S		S2SE S2SE				A second
		+	33	03S		SENW				
Ruben A. Feikart & Darlene L. Feikert, his Wife	D. H. J. I.	1.1.00.000	33	03S		NWSE				
Rubell A. Telkall & Dallelle L. Felkell, fils Wife	Bullock, Inc.	11/22/1988	27	03S		NWSE, S2SW	Cheyenne	Kansas	85	277
			27	03S	42W	NESW		T		

Exhibit A-2 "Leases"

Lessor	Lessee	Lease Date	Sec	Twn	Rge	Legal Description	County	State	Book	Page
Douglas L. Barnhart & Sandra $\bar{L}.$ Barnhart, Husband and Wife	Primeenergy Management Corporation	10/15/1993	28	03S		SESE SESE	Cheyenne	Kansas	102	25
			28	03S	42W	NESE				
Bruce A. Feikert & Sharon L. Feikert, Husband and Wife	Press Oil Investments, Inc.	7/1/1995	35	03S	42W	N2SW, SENW	Cheyenne	Kansas	106	203
			35	03S	42W	swnw				
Alfred O. Rueb, Indv. And as Trustee of the Alfred O. Rueb Lifetime Trust Dated 03-16-81	Press Oil Investments, Inc.	6/17/2002	21	03S	42W	SENE	Cheyenne	Kansas	128	445
			21	03S	42W	SE, N2NE, SWNE				
Erna Schlepp, a Widow	Press Oil Investments, Inc.	8/29/2002	22	03S	42W	NENW	Cheyenne	Kansas	129	323
			22	03S		SENW	Cheyenne	Kalisas	129	323
			22	03S		W2NW	 			
Linda L. Miller & Russell Miller, Wife and Husband	Press Oil Investments, Inc.	10/14/2002	22	03S		NENW	Chevenne	Kansas	129	492
			22	03S		SENW	Cheyenne	Kansas	129	472
			22	03S		W2NW				
Albert Keller Farms, Inc.	Energy Supply Exploration and Development, LLC	9/30/2002	6	02S		NW4	Cheyenne	Kansas	130	532
			6	02S	38W	SW4				
			7	02S		NW4				
			7	02S		SW4		 		
			7	02S	38W	SE4				
			17	02S		W2 W2, METES & BOUND: THAT PORTION OF THE NE/4 OF THE NW/4 LYING SOUTH & WEST OF PUBLIC HWY				
	4-		18	02S		NE4				
			18	02S		SE4	the same of the sa			
			19	02S		E2 W2				
			20	02S		NE4 NW4				
			1	02S	39W	NW4 NW4				
			12	02S		E2 E2, SW4 NE4				
			12	02S	39W	NE4 SE4, E2 SW4				

Exhibit A-2
"Leases"

Lessor	<u>Lessee</u>	Lease Date	Sec	Twn	Rge	Legal Description	County	State	Book	D-
Theron Culwell & Carolyn E. Culwell, Husband and Wife	Lonetree Energy, Inc.	4/22/2003	19	05S		LOTS 3-4, E2SW, E2	Cheyenne	Kansas	132	211
			29	05S	39W	NW				
			30	05S	39W	LOTS 1-4, NE, E2NW, E2SW, W2SE		-		
			31	05S	39W	LOTS 1-4, E2W2		-		
			8	05S	40W	NENE		-		
			8	05S	40W	NWNE	_			
			8	05S	40W	SENE		-		
			8	05S	40W	NW, SWNE				
	 		36	05S		N2, N2SE PART OF				
V :: 1 V 2 V				000		12,120217101				
Keith H. Mccall, Trustee of the Keith H. Mccall Revocable Trust Dated January 1, 1994 and Mayetta Mccall Trustee of the Mayette Mccall Revocable Trust Dated January 1, 1994	Lonetree Energy, Inc.	4/21/2003	4	058	40W	swsw	Cheyenne	Kansas	132	220
Keith H. Mccall, Trustee of the Keith H. Mccall	Lonetree Energy, Inc.	4/21/2003	4	05S		NWSW	Cheyenne	Kansas	132	220
			4	05S	40W	NWSE				
			4	05S	40W	SESW				
			4	05S		LOTS 1-4, S2N2, NESW, S2SE, NESE				
			5	05S	40W	NWSE				
			5	05S	40W	SESE				
			5	05S	40W	LOTS 1-2, SENE, NESE, SWSE, N2SW, SESW				A 1/2 / 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
			5	05S	40W	SWNE, NESE, SWSW				
			6	05S	40W	NESE, SWSE				
			6	05S	40W	NWSE, SESE				
Bonnie J. Cram, a Married Woman dealing in her Sole and Separate Property	Lonetree Energy, Inc.	4/24/2003	20	05S	40W	NWSW	Cheyenne	Kansas	132	230
			20	05S	40W	SESE				
			20	05S	40W	SWSW, NESE				-

Exhibit A-2
"Leases"

Lessor	Lessee	Lease Date	Sec	Twn	Rge	Legal Description	County	State	Book	Page
John L. Finley Iii aka John L. Finley, a Widower	Lonetree Energy, Inc.	5/17/2003	15	038	40W		Cheyenne	Kansas	133	13
			15	038	40W	NWNW, NWSW	Cheyenne	Kalisas	133	13
			16	038	40W			+		-
			16	038	40W	NENE, NWSE		1		_
			16	038	40W	W2NE, NESE, S2SE LESS 5.165 ACRES		+		
Ronnie G. Maifeld & Margaret Beth Maifeld, Husband and Wife	Lonetree Energy, Inc.	5/13/2003	5	05S		S2NW PART OF, LOTS 3-4	Cheyenne	Kansas	133	379
			6	05S	40W	NE PART OF				
Keith R. Kehmeier & Elizabeth J. Kehmeier, Husband and Wife	Lonetree Energy, Inc.	7/25/2003	10	03S	40W	W2NW, NENW, NWSW	Cheyenne	Kansas	133	397
			10	03S	40W	NW PART OF				
Leslie J. Palace & Thomas M. Palace, Wife and Husband	Lonetree Energy, Inc.	7/25/2003	10	03S	40W	W2NW, NENW, NWSW	Cheyenne	Kansas	133	401
			10	03S	40W	NW PART OF				
Beverly A. Young & Rick W. Young, Wife and Husband	Lonetree Energy, Inc.	7/25/2003	10	038	40W	W2N2, NENW, NWSW	Cheyenne	Kansas	133	403
			10	03S	40W	NW PART OF				
Thomas R. Sharp & Lois Ann Sharp, Husband and Wife	Lonetree Energy, Inc.	5/15/2003	1	038	40W	LOT 3, 4, SWNE, S2NW	Cheyenne	Kansas	133	414
			10	03S	40W	NWSE				
			10	03S		SWSE				
			10	038		SENE, NWNE, SESE				
			10	03S		NENE, SWNE, NESE				
			11	03S		NWNW, NWSW				
			11	03S	40W	SWNE, SWSW				
Gary A. Cooper & Bonnie J. Cooper, Husband and Wife	Lonetree Energy, Inc.	7/15/2003	16	03S	40W	SW PART OF	Cheyenne	Kansas	133	417
Albert C. Bandel & Norma Bandel, Husband and Wife	Lonetree Energy, Inc.	7/1/2003	19	05S	41W	SESE	Cheyenne	Kansas	133	420
Albert C. Bandel & Norma Bandel, Husband and Wife	Lonetree Energy, Inc.	7/1/2003	19	05S	41W	E2W2, NE, W2SE, NESE	Chevenne	IV	122	126
Oorothy Firestone, a Single Person	Lonetree Energy, Inc.	7/25/2003	10			W2NW, NENW, NWSW		Kansas	133	420
	0,7	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	10	03S		NW PART OF	Cheyenne	Kansas	134	53
Prairie Land Electric Cooperative, Inc.	Lonetree Energy, Inc.	9/4/2003	10			NW PART OF	Chevenne	Vannas	124	70
	Lonetree Energy, Inc.	5/16/2003	10			W2NW, NENW, NWSW		Kansas	134	70
		3/10/2003	10			SENW, S2SW, NESW	Cheyenne	Kansas	134	85
Anna M. Mitchell, a Widow	Lonetree Energy, Inc.	7/1/2003	19			SESE	Chavanna	Vances	124	0.0
			19			E2W2, NE, W2SE, NESE	Cheyenne	Kansas	134	88

Exhibit A-2
"Leases"

Lessor	Lessee	Lease Date	Sec	Twn	Rge	Legal Description	County	State	Book	Page
John H. Bandel, a Married Man dealing in his Sole and	Lonetree Energy, Inc.	7/1/2003	19	05S		SESE SESETPHON	Chevenne	Kansas	134	95
Separate Property	- Contraction						Cheyenne	Kansas	134	93
			19	05S	41W	E2W2, NE, W2SE, NESE		+	-	-
						, , , , , , , , , , , , , , , , , , , ,				1
Ralph L. Duell Revocable Trust, Et Al	J. Fred Hambright, Inc.	6/4/2003	33	05S	39W	NE4	Chevenne	Kansas	134	423
			33	05S	39W	SE4		TEUTIOUS	154	423
Grace E. Zweygardt Trust	J. Fred Hambright, Inc.	5/19/2003	5	05S	39W	SW4	Cheyenne	Kansas	134	532
			32	05S	39W	SE4				102
			11	05S	40W	N2				
			17	05S		NE4				
			27	05S	40W	NE4				
Michael L. Rogers Revocable Living Trust	J. Fred Hambright, Inc.	5/20/2003	29	05S		SW4	Chevenne	Kansas	134	702
			29	05S	39W	SE4				702
			30	05S		E2 SE4				
			31	05S	39W	NE4				
			31	05S		SE4				
			32	05S	39W	NW4				
			32	05S	39W	SW4				
			32	05S	39W	NE4				
			1	05S	39W	NE4				
Doris L. Stewart, Widow and Sole Heir of Lynn C. Stewart	John P. Lockridge	11/1/2003	3	038	42W	NW4	Cheyenne	Kansas	135	27
Jeffery E. Olofson & Sharon K. Olofson, Husband and Wife	Lonetree Energy, Inc.	11/14/2003	16	03S	40W	SW PART OF	Cheyenne	Kansas	135	520
Keith A. Rice & Marla S. Rice, Husband and Wife and as Joint Tenants	Lone Tree Energy & Associates, LLC	3/11/2004	34	03S	42W	N2N2NE	Cheyenne	Kansas	139	450
Rueb Farms, Inc., A Kansas Corporation	Lone Tree Energy & Associates, LLC	3/11/2004	34	03S		E2SW	Cheyenne	Kansas	139	453
			34	03S		W2SE				
			34	03S		SESE				
			34	03S		W2SW, NESE				
V 11 1 D 10 11 1 2 D 1			34	03S	42W	S2N2NE, SWNE				
Keith A. Rice & Marla S. Rice, Husband and Wife and as Joint Tenants	Petroleum Development Corporation	2/28/2005	34	03S	42W	N2N2NW	Cheyenne	Kansas	141	300
Rueb Farms, Inc., A Kansas Corporation	Petroleum Development Corporation	2/28/2005	34	03S	42W	SWN2NW, S2NW	Cheyenne	Kansas	141	303
Kip R. Wiese, Et Ux	Lonetree Energy & Associates, LLC	8/18/2005	5	04S		S2	Chevenne	Kansas	145	345
Sandra Mcpherson Hicks	Petroleum Development Corporation	9/26/2005	16	05S		W2NW	Cheyenne	Kansas	145	271
			16	05S		E2NW	Cheyenne	Kansas	140	2/1
Perry R. Mepherson	Petroleum Development Corporation	9/26/2005	16	05S		W2NW	Cheyenne	Kansas	146	552
			16	05S		E2NW	Cheyenne	Kansas	140	332

Exhibit A-2
"Leases"

Lessor	Lessee	Lease Date	Sec	Twn	Rge	Legal Description	County	State	Book	Page
Mark Berry, Et Ux	Bill Barrett Corporation	12/19/2005	8	02S		NE4, S2 NW4, N2 SE4, NE4 NW4, METES & BOUND: SW NORTH AND EAST OF HWY	Cheyenne	Kansas	147	432
			8	028	38W	SW4, METES & BOUND: E/2 SW/4; AND THAT PART OF THE W/2 SW/4 LYING NORTH AND EAST OF THE SOUTH AND WEST BOUNDARY LINE OF THE COUNTY RD				
			8	02S	38W	SW4 SE4				
			17	02S	38W	NW4 NE4				
			17	02S	38W	N2 NW4, METES & BOUND: NORTH AND EAST OF THE HWY			,,,	
			17	02S		NE4 NW4		1		
Dale V. Lutz, Et Ux	Bill Barrett Corporation	12/19/2005	8	02S	38W	NE4, NE4 NW4, S2 NW4, N2 SE4,, METES & BOUND: SW/4 NORTH AND EAST OF HWY	Cheyenne	Kansas	147	435
			8	02S		SW4 SE4	- //-			
			8	02S	38W	E2 SW4, W2 SW4, METES & BOUND:E/2 SW/4; AND THAT PART OF THE W/2 SW/4 LYING NORTH AND EAST OF THE SOUTH AND WEST BOUNDARY LINE OF COUNTY RD				
			17	02S	38W	NW4 NE4				
Mark J. Zimbelman, Et Ux	Bill Barrett Corporation	12/8/2005	13	02S	39W	SE4, E2 NE4	Chevenne	Kansas	147	437
Lonnie D. Willis, Et Ux	Bill Barrett Corporation	11/10/2005	1	02S	38W	E2 SW4	Chevenne	Kansas	147	471
			1	02S	38W	N2 NW4		12011000		17.
			3	02S	38W	W2 SW4				
			3	02S	38W	E2 SW4				
			4	02S	38W	E2 SE4				
			8	02S	38W	SE4 SE4				
			10	02S	38W	NE4				
			17	02S	38W	NE4 NE4				
Cook Farms, Et Al	Bill Barrett Corporation	11/30/2005	9	02S		S2 NW4, SW4	Chevenne	Kansas	147	479
Don V. Nelson, Et Ux	Bill Barrett Corporation	12/21/2005	17	02S	38W	SE4, N2 NW4, METES & BOUND: PART OF THE N2 NW4 LYING NORTH AND EAST OF THE SOUTH BOUNDARY LINE OF THE COUNTY ROAD	Cheyenne	Kansas	147	507
Jimmie E. Nelson, Et Ux	Bill Barrett Corporation	12/21/2005	17	02S		SE4, METES & BOUND: N/2 NW/4 NORTH & EAST OF THE HWY	Cheyenne	Kansas	147	509
Ronald L. Ham	Bill Barrett Corporation	1/25/2006	10	02S	39W	NE4	Chevenne	Kansas	148	76
			10	02S	39W	NW4				
Joanne K. Jones, Et Vir	Bill Barrett Corporation	12/14/2005	13	02S	39W	NE4 SW4	Chevenne	Kansas	148	381
			13	02S	39W	W2 SW4, SE4 SW4				501

Exhibit A-2
"Leases"

Lessor	Lessee	Lease Date	Sec	Twn	Rge	Legal Description	County	State	Book	Page
Joann E. Klie aka Joann Klie Indv., Gerald Feikert aka	Petroleum Development Corporation	5/5/2006	3	048		NENE	Cheyenne	Kansas	149	497
Gerald K. Feikert Indv., and as Trustee and as Attorney-									(2000)	(1) (2)(4)(4)(4)
in-Fact for Dorothy Gemaehlich Trustee of the Dorothy							1			
Gemaehlich Trust Dated April 28, 1993			1							
			3	04S	42W	SENE	 	+	-	
				10.0	12	SEIVE				
				1						1
			3	048	42W	NWNE	†	†		
							1			
										1
			3	04S	42W	SWNE				
						No. 100 Per 50 117				
	1	f								
Jeanne M. Dunbar, Et Vir	Bill Barrett Corporation	11/30/2005	13	02S	39W	E2 NW4, W2 NE4	Cheyenne	Kansas	149	559
Elsie & Harold E. Bickford Irrevocable Trust Agreement	Noble Energy, Inc.	7/17/2007	28	038	41W	SW4	Cheyenne	Kansas	154	698
Wierick Petroleum, Inc.	Noble Energy, Inc.	8/29/2007	32	03S	41W	NE4	Cheyenne	Kansas	155	333
Shakespeare Oil Company	Noble Energy, Inc.	9/6/2007	32	03S	41W	NE4	Cheyenne	Kansas	155	401
			28	038	41W	SE4				
Wierick Petroleum, Inc.	Noble Cooper Inc		28	03S		SW4		 		
Jeanne Van Zant Sanders, Et Al	Noble Energy, Inc.	12/11/2007	28	03S 04S	41W	SW4	Cheyenne	Kansas	156	401
Wierick Petroleum, Inc.	Noble Energy, Inc. Noble Energy, Inc.	12/11/2007	1 20	038	42W 41W	S2 NW4, SE4 NE4, E2 SE4, LOT 1:, LOT 3:, LOT 4 SE4	Cheyenne	Kansas	156	716
Harry A. Ells, Jr.	Noble Energy, Inc.	12/10/2007	28	03S 04S	41W 42W		Cheyenne	Kansas	156	1=0
Huong C. Miller Jones Trust	Noble Energy, Inc.	2/14/2008 3/24/2008	28	_		S2 NW4, LOT 3:, LOT 4:	Cheyenne	Kansas	157	178
County Commissioners of Cheyenne County Kansas	Noble Energy, Inc.	3/24/2008	28	03S 03S	41W 41W	SE4	Cheyenne	Kansas	158	11
county commissioners of Cheyenne County Kansas	Noble Ellergy, Ilic.	3/24/2008	28	03S	41W	SW4	Cheyenne	Kansas	158	600
Gale A. Walz, Et Ux	Noble Energy, Inc.	7/18/2008	6	03S	41W	LOT 4:. LOT 5:, LOT 6:, LOT 7: AKA W2W2	Cheyenne	Kansas	160	105
Charles W. Nipps	Noble Energy, Inc.	11/12/2008	21	05S	39W	N2	Chevenne	Kansas	162	105
	Troole Energy, me.	11/12/2000	33	05S		W2	Cheyenne	Kalisas	102	00
			13	05S	40W	NE4		1		
			24	05S	40W	E2		 		
			25	05S	40W	NE4				
Thomas R. Morris	Noble Energy, Inc.	7/1/2008	6	04S	41W	SE4	Chevenne	Kansas	163	504
Victoria Trading Co., LLC	Noble Energy, Inc.	7/1/2008	6	04S	41W	SE4	Chevenne	Kansas	163	506
	Noble Energy, Inc.	7/1/2008	6	04S	41W	SE4	Cheyenne	Kansas	163	508
MJR Investments, Ltd.	Noble Energy, Inc.	7/1/2008	6	04S	41W	SE4	Cheyenne	Kansas	163	510
	Noble Energy, Inc.	11/18/2008	21	04S		N2 SW4	Cheyenne	Kansas	164	166
	Noble Energy, Inc.	11/18/2008	21	04S		NW4	Cheyenne	Kansas	164	167
JS Agbank FCB 20-023-08-051	Noble Energy, Inc.	11/18/2008	16	04S	41W	SW4	Cheyenne	Kansas	164	169

Exhibit A-2
"Leases"

Lessor	Lessee	Lease Date	Sec	Twn	Rge	Legal Description	County	State	Book	Page
El Paso E&P Company, LP	Noble Energy, Inc.	5/25/2008	1	048		S2 SW4, LOT 3:, LOT 4:	Cheyenne	Kansas	164	279
XTO Energy, Inc.	Noble Energy, Inc.	5/7/2008	31	038		SW4	Cheyenne	Kansas	164	648
Jean Van Zant Sanders, Et Al	Noble Energy, Inc.	7/1/2008	6	048	41W	LOT 4:. LOT 5:, LOT 6:, LOT 7: AKA W2W2	Cheyenne	Kansas	164	696
Charles F. Doornbos Revocable Trust	Noble Energy, Inc.	5/2/2008	31	03S	41W	SW4	Cheyenne	Kansas	165	112
Tucker Family Investments, LLLP, Et Al	Noble Energy, Inc.	9/6/2007	32	03S	41W	NE4	Cheyenne	Kansas	169	372
PEC Minerals, LP	Noble Energy, Inc.	2/15/2011	32	05S	39W	SE4	Cheyenne	Kansas	170	402
Ray Prescott Hardey, Et Al	Noble Energy, Inc.	1/3/2011	32	05S	39W	SW4	Cheyenne	Kansas	170	481
Patricia Lou Rice	Noble Energy, Inc.	12/10/2010	32	05S	39W	SW4	Cheyenne	Kansas	171	421
Rebecca Mcatee	Noble Energy, Inc.	6/29/2011	16	048	41W	SW4	Cheyenne	Kansas	172	98
			16	048	41W	SE4 NW4, W2 NW4, NE4 NW4				
			21	04S	41W	NW4, N2 SW4				
Hazel Douthit, Et Al	Noble Energy, Inc.	6/29/2011	16	04S	41W	SW4	Cheyenne	Kansas	172	102
			16	04S	41W	W2 NW4, SE4 NW4, NE4 NW4				
			21	04S	41W	NW4, N2 SW4				
Mary Lou Douthit Revocable Trust	Noble Energy, Inc.	6/29/2011	16	04S	41W	W2 NW4	Cheyenne	Kansas	172	106
			16	04S	41W	SW4				
			16	04S	41W	SE4 NW4, NE4 NW4				
			21	04S	41W	NW4, N2 SW4				
Thad J. Douthit, Jr. Revocable Trust	Noble Energy, Inc.	6/29/2011	16	04S	41W	W2 NW4	Cheyenne	Kansas	172	156
		6/29/2011	16	04S	41W	SW4				
		6/29/2011	16	04S	41W	SE4 NW4, NE4 NW4				
		6/29/2011	21	04S	41W	NW4, N2 SW4				

API#	Well Name	<u>Operator</u>	Field	Formation	County	ST	Sec	Twn	Rng	0000
15-023-20879	Bahn-Maier 12-15	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	03S	40W	SWNW
15-023-20955	Bandell 44-19	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	19	05S	41W	SE SE
15-023-20328	Barnhart 28-09-01	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	28	03S	42W	NESE
15-023-21192	Berry 13-08	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	8	02S	38W	NWSW
15-023-21203	Berry 14-08	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	8	02S	38W	SWSW
15-023-21190	Cook Farms 14-09	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	9	02S	38W	SWSW
15-023-21186	Cook Farms 24-09	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	9	02S	38W	SESW
15-023-20939	Cram 33-20	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	20	05S	40W	NWSE
15-023-20932	Culwell 41-08	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	8	05S	40W	NENE
15-023-20936	Culwell 42-08	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	8	05S	40W	SENE
15-023-20931	Culwell 31-08	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	8	058	40W	NWNE
15-023-20992	Douthit 12-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	04S	41W	SWNW
15-023-20993	Douthit 12-21	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	21	048	41W	SWNW
15-023-20983	Douthit 13-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	048	41W	NWSW
15-023-20986	Douthit 13-21	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	21	04S	41W	NWSW
15-023-21276	Duell Trusts 33-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	33	05S	39W	NWSE
15-023-21291	Duell Trusts 34-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	05S	39W	SWSE
15-023-21171	Dunbar 21-13	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	13	02S	39W	NENW
15-023-21172	Dunbar 22-13	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	13	02S	39W	SENW
15-023-21068	Dunbar 31-13	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	13	02S	39W	NWNE
15-023-21173	Dunbar 32-13	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	13	02S	39W	SWNE
15-023-20535	Ella Mae 03-03	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	3	03S	42W	SENW
15-023-21003	Feiker 21-01	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	1	04S	42W	NENW
15-023-21004	Feiker 22-01	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	1	048	42W	SENW
15-023-21006	Feikert 11-01	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	1	048	42W	NWNW
15-023-20327	Feikert 27-11-01	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	27	038	42W	NESW
15-023-21036	Feikert 31-03	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	3	04S	42W	NWNE
15-023-21037	Feikert Klie 41-03	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	3	04S	42W	NENE
15-023-21062	Ham 31-10	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	10	02S	39W	NWNE
15-023-2113	Ham 32-10	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	10	02S	39W	NESW
15-023-20493	Holzwarth 01-12	Priority Oil & Gas L	Cherry Creek	Niobrara	Chevenne	KS	1	05S	42W	SWNW
15-023-20476	Holzwarth 04-01	Priority Oil & Gas L	Cherry Creek	Niobrara	Cheyenne	KS	12	05S	42W	NESW
15-023-20484	Holzwarth02-01	Priority Oil & Gas L	Cherry Creek	Niobrara	Chevenne	KS	1	05S	42W	NESW
15-023-20494	Holzwarth02-12	Priority Oil & Gas L	Cherry Creek	Niobrara	Chevenne	KS	12	05S	42W	SESE
15-023-20893	Jensen 13-16 (TA)	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	16	03S	40W	NWSE
15-023-21077	Jones 13-13	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	13	02S	39W	NWSW
15-023-21166	Jones 14-13	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	13	02S	39W	SWSW
15-023-20695	Jones 23-13	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	13	02S	39W	NESW
15-023-21080	Jones 24-13	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	13	02S	39W	SESW
15-023-21071	Keller Farms 11-17	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	17	02S	38W	NWNW
15-023-21051	Keller Farms 12-17	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	7	02S	38W	SWNW
15-023-21023	Keller Farms 13-07	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	7	02S	38W	NWSW
15-023-21065	Keller Farms 13-17	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	17	02S	38W	NWSW
15-023-21024	Keller Farms 14-07	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	7	02S	38W	SWSW
15-023-21025	Keller Farms 22-07	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	7	02S	38W	SENW
15-023-21063	Keller Farms 22-18	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	18	02S	38W	SENW

<u>API #</u>	Well Name	<u>Operator</u>	Field	Formation	County	ST	Sec	Twn	Rng	QQQQ
15-023-21026	Keller Farms 23-07	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	7	02S	38W	NESW
15-023-21205	Keller Farms 24-07	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	7	02S	38W	SESW
15-023-21202	Keller Farms 31-18	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	18	02S	38W	NWNE
15-023-21196	Keller Farms 32-18	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	18	02S	38W	SWNE
15-023-21061	Keller Farms 33-18	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	18	02S	38W	NWSW
15-023-21027	Keller Farms 33-7	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	7	02S	38W	NESE
15-023-21028	Keller Farms 34-07	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	7	02S	38W	SWSE
15-023-21195	Keller Farms 34-18	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	18	02S	38W	SWSE
15-023-21067	Keller Farms 41-13	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	13	02S	39W	NENE
15-023-21064	Keller Farms 42-12	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	12	02S	39W	SENE
15-023-21197	Keller Farms 42-18	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	18	02S	38W	SENE
15-023-21169	Keller Farms 43-13	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	13	02S	39W	NESE
15-023-21198	Keller Farms 43-18	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	18	02S	38W	NESE
15-023-21072	Keller Farms 44-12	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	12	02S	39W	SESE
15-023-21170	Keller Farms 44-13	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	13	02S	39W	SESE
15-023-21174	Ketzner SWD	Foundation Energy Management, LLC		Cedar Hills	Cheyenne	KS	9	03S	38W	NWNW
15-023-20802	Lampe 1 SWD	Foundation Energy Management, LLC	Cherry Creek	Cedar Hills	Cheyenne	KS	33	03S	41W	
15-023-20851	Lampe 11-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	41W	NWNW
15-023-20865	Lampe 12-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	41W	SWNW
15-023-21145	Lampe 12-33B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	41W	SWNW
15-023-20887	Lampe 13-28	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	28	03S	41W	SWSW
15-023-20888	Lampe 14-28	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	28	03S	41W	SWSW
15-023-20849	Lampe 21-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	41W	NENW
15-023-20850	Lampe 22-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	41W	SENW
15-023-21328	Lampe 22-33B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	41W	SENW
15-023-20889	Lampe 23-28	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	28	03S	41W	NESW
15-023-20886	Lampe 24-28	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	28	03S	41W	SESW
15-023-20867	Lampe 31-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	34	038	41W	NWNE
15-023-20868	Lampe 32-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	34	03S	41W	SWNE
15-023-20916	Maifield 22-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	5	05S	40W	SENW
15-023-20905	McCall 14-04	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	4	05S	40W	SWSW
15-023-20924	McCall 13-04	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	4	05S	40W	NWSW
15-023-20907	McCall 33-04	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	4	05S	40W	NWSE
15-023-20925	McCall 33-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	5	05S	40W	NWSE
15-023-20915	McCall 44-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	5	05S	40W	SESE
15-023-20952	McPherson 11-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	05S	40W	NWNW
15-023-20953	McPherson 12-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	05S	40W	SWNW
15-023-21277	Nipps 12-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	05S	39W	SWNW
15-023-21282	Nipps 13-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	05S	39W	NWSW
15-023-21308	Nipps 13-33B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	05S	39W	SWNW
15-023-21278	Nipps 23-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	05S	39W	NESW
15-023-21292	Nipps 24-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	05S	39W	SESW
15-023-21310	R. Zweygardt 34-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	05S	39W	SWSE
15-023-21312	R. Zweygardt 43-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	05S	39W	NESE
15-023-21311	R. Zweygardt 43-32B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	32	05S	39W	NESE

<u>API #</u>	Well Name	Operator	Field	Formation	County	ST	Sec	Twn	Rng	0000
15-023-21313	R. Zweygardt 44-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	05S	39W	SESE
15-023-20228	Raile 01-11	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	11	038	42W	SWNE
15-023-20271	Raile 01-27	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	27	038	42W	SENW
15-023-20797	Raile 21-31	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	31	038	41W	NENW
15-023-20951	Raile 31-06	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	6	048	41W	NWNE
15-023-20971	Raile 31-11	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	11	038	42W	NWNE
15-023-20884	Raile 32-06	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	6	04S	41W	SWNE
15-023-20885	Raile 41-06	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	6	048	41W	NENE
15-023-20972	Raile 41-11	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	11	038	42W	NENE
15-023-20798	Raile 41-31	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	31	03S	41W	NENE
15-023-20803	Raile 42-06	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	6	04S	41W	SENE
15-023-21273	Raile SWD 01	Foundation Energy Management, LLC	Cherry Creek	Cedar Hills	Cheyenne	KS	6	04S	41W	SENE
15-023-21208	Ray 41-17	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	17	02S	38W	NENE
15-023-20329	Reib Trust 21-08-01	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	21	03S	42W	SENE
15-023-21096	Rice 41-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	03S	42W	NENE
15-023-21094	Rice "A" 11-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	03S	42W	NWNW
15-023-21095	Rice 21-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	03S	42W	NENW
15-023-20836	Rice 31-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	03S	42W	NWNE
15-023-21315	Rogers 13-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	05S	39W	NWSW
15-023-21188	Rogers 21-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	05S	39W	NENW
15-023-21314	Rogers 24-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	058	39W	SESW
15-023-21274	Rogers 32-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	058	39W	SWNE
15-023-21275	Rogers 32-32B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	05S	39W	SWNE
15-023-21283	Rogers 33-31	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	31	05S	39W	NWSE
15-023-21309	Rogers 42-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	05S	39W	SESW
15-023-21179	Rogers 44-31	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	05S	39W	SENE
15-023-21352	Rogers SWD	Foundation Energy Management, LLC	Cherry Creek	Cedar Hills	Cheyenne	KS	32	05S	39W	SWSW
15-023-21007	Rueb Farm "B" 32-15	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	03S	42W	SWNE
15-023-20954	Rueb Farm "B" 33-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	03S	42W	NWSE
15-023-21097	Rueb Farm "B" 34-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	03S	42W	SWSE
15-023-20089	Rueb Farm 01-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	03S	42W	E2NW
15-023-20242	Rueb Farm 02-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	03S	42W	NESE
15-023-21009	Rueb Farm 11-15B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	03S	42W	NWNW
15-023-20761	Rueb Farm 11-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	03S	42W	NWNW
15-023-21046	Rueb Farm 11-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	03S	42W	NWNW
15-023-20747	Rueb Farm 12-15	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	038	42W	SWNW
15-023-20762	Rueb Farm 12-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	03S	42W	SWNW
15-023-20814	Rueb Farm 12-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	03S	42W	SWNW4
15-023-20748	Rueb Farm 13-15	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	03S	42W	NWSW
15-023-20979	Rueb Farm 13-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	03S	42W	NWSW
15-023-20749	Rueb Farm 14-15	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	03S	42W	SWSW
15-023-20974	Rueb Farm 14-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	03S	42W	SWSW
15-023-20750	Rueb Farm 21-15	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	03S	42W	NENW
15-023-21091	Rueb Farm 21-16B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	03S	42W	NENW
15-023-20765	Rueb Farm 22-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	03S	42W	SENW
15-023-20751	Rueb Farm 23-15	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	03S	42W	NESW

<u>API #</u>	Well Name	<u>Operator</u>	Field	Formation	County	ST	Sec	Twn	Rng	0000
15-023-20978	Rueb Farm 23-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	03S	42W	NESW
15-023-20824	Rueb Farm 23-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	038	42W	NESW
15-023-20752	Rueb Farm 24-15	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	03S	42W	SESW
15-023-20975	Rueb Farm 24-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	038	42W	SESW
15-023-21332	Rueb Farm 24-16B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	038	42W	SESW
15-023-21044	Rueb Farm 24-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	03S	42W	SESW
15-023-20753	Rueb Farm 31-15	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	035	42W	NWNE
15-023-20768	Rueb Farm 31-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	03S	42W	NWNE
15-023-21330	Rueb Farm 31-16B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	038	42W	SWNE
15-023-20769	Rueb Farm 32-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	038	42W	SWNE
15-023-20826	Rueb Farm 32-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	03S	42W	SWNE
15-023-20755	Rueb Farm 33-15	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	03S	42W	NWSE
15-023-21329	Rueb Farm 33-15B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	03S	42W	NWSE
15-023-21043	Rueb Farm 33-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	03S	42W	NWSE
15-023-20756	Rueb Farm 34-15	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	03S	42W	SWSE
15-023-21092	Rueb Farm 34-15B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	03S	42W	SWSE
15-023-20980	Rueb Farm 34-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	03S	42W	SWSE
15-023-20333	Rueb Farm 34-3-1	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	038	42W	NENW
15-023-21045	Rueb Farm 34-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	03S	42W	SWSE
15-023-20757	Rueb Farm 41-15	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	03S	42W	NENE
15-023-20772	Rueb Farm 41-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	03S	42W	NENE
15-023-20758	Rueb Farm 42-15	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	038	42W	SENE
15-023-20773	Rueb Farm 42-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	038	42W	SENE
15-023-20759	Rueb Farm 43-15	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	038	42W	SENE
15-023-20760	Rueb Farm 44-15	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	15	03S	42W	SESE
15-023-20998	Rueb Farm 44-16	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	03S	42W	SESE
15-023-21331	Rueb Farm 44-16B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	16	03S	42W	SESE
15-023-20829	Rueb Farm 44-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	03S	42W	SESE
15-023- 20814	Rueb Farm12-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	03S	42W	SWNW
15-023-20835	Schlepp 12-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	42W	SWNW
15-023-20313	Schlepp 33-01-01	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	038	42W	NENE
15-023-20332	Schlepp 33-09-03	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	42W	NESE
15-023-21035	Schlepp 11-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	42W	NWNW
15-023-20795	Schlepp 14-29	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	29	03S	41W	SWSW
15-023-20337	Schlepp 22-03-02	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	29	03S	41W	SESW
15-023-20331	Schlepp 22-06-01	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	22	03S	42W	SENW
15-023-20313	Schlepp 33-01-01	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	42W	NENE
15-023-20334	Schlepp 33-08-02	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	42W	SENE
15-023-20438	Schlepp24-29	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	29	03S	41W	SESW
15-023-20878	Sharp 33-10	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	10	03S	40W	NWSE
15-023-21223	Sharp 34-10L	Foundation Energy Management, LLC	Cherry Creek	Shawnee	Cheyenne	KS	10	03S	40W	SWSE
15-023-20969	Stimbert 11-02	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	2	04S	42W	NWNW
15-023-20818	Stimbert 33-02	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	2	04S	42W	NWSE
15-023-20966	Stimbert 41-02	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	2	04S	42W	NENE
15-023-21140	Stones Throw 11-33 SWD	Foundation Energy Management, LLC	Cherry Creek	Cedar Hills	Cheyenne	KS	33	03S	42W	NWNW
15-023-20874	Stuart 21-10	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	10	03S	40W	NENW

API#	Well Name	Operator	Field	Formation	County	ST	Sec	Twn	Rng	0000
15-023-20875	Stuart 23-10	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	10	03S	40W	NESW
15-023-21224	Wiese 13-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	5	048	41W	NWSW
15-023-21225	Wiese 14-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	5	048	41W	SWSW
15-023-20999	Wiese 21-08	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	8	048	41W	NENW
15-023-21226	Wiese 23-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	5	048	41W	NESW
15-023-21227	Wiese 24-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	5	048	41W	SESW
15-023-21228	Wiese 33-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	5	048	41W	NWSE
15-023-21229	Wiese 33-05B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	5	04S	41W	NESE
15-023-21230	Wiese 34-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	5	04S	41W	SWSE
15-023-21231	Wiese 43-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	5	04S	41W	NESE
15-023-21232	Wiese 44-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	5	048	41W	SESE
15-023-20174	Wilmer Hilt 01	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	15	03S	42W	SENW
15-023-20231	Workman 43-31	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	31	038	41W	NESE
15-023-21008	Workman 44-31B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	31	038	41W	SESE
15-023-20796	Workman 33-31	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	31	038	41W	NWSW
15-023-20840	Workman 34-31	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	31	038	41W	SWSE
15-023-20967	Zimbelman 11-31	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	31	038	41W	NWNW
15-023-20970	Zimbelman 12-31	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	31	038	41W	SWNW
15-023-20845	Zimbelman 22-31	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	31	038	41W	SENW
15-023-20846	Zimbelman 31-31	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	31	035	41W	NWNE
15-023-20847	Zimbelman 32-31	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	31	038	41W	SWNE
15-023-21167	Zimbelman 33-13	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	13	02S	39W	NWSE
15-023-21168	Zimbelman 34-13	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	13	02S	39W	SWSE
15-023-21066	Zimbelman 42-13	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	13	02S	39W	SENE
15-023-20848	Zimbelman 42-31B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	31	038	41W	SENE
15-023-21056	Zimbleman 33-06	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	6	048	41W	NWSE
15-023-21054	Zimbleman 34-06	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	6	048	41W	SWSE
15-023-21057	Zimbleman 43-06	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	6	048	41W	NESE
15-023-21055	Zimbleman 44-06	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	6	048	41W	SESE
15-023-20042	Zweygardt 01-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	038	41W	CNW
15-023-20241	Zweygardt 02-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	32	038	41W	SESE
15-023-20437	Zweygardt 11-04 R	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	4	04S	41W	NWNW
15-023-20518	Zweygardt 11-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	5	04S	41W	NWNW
5-023-21050	Zweygardt 11-06	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	6	048	41W	NWNW
5-023-21085	Zweygardt 11-32B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	03S	41W	NWNW
5-023-20899	Zweygardt 12-04	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	4	048	41W	SWNW
5-023-20799	Zweygardt 12-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	5	04S	41W	SWNW
5-023-21052	Zweygardt 12-06	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	6	04S	41W	SWNW
5-023-20945	Zweygardt 12-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	03S	41W	SWNW
5-023-21059	Zweygardt 13-06	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	6	04S	41W	NWSW
5-023-20841	Zweygardt 13-31	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	31	03S	41W	NWSW
5-023-20549	Zweygardt 13-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	03S	41W	NWSW
	Zweygardt 13-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	41W	NWSW
	Zweygardt 13-33B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	41W	NWSW
	Zweygardt 13-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	03S	41W	NWSW
5-023-21053	Zweygardt 14-06	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	6	04S	41W	SWSW

<u>API #</u>	Well Name	Operator	Field	Formation	County	ST	Sec	Twn	Rng	0000
15-023-20842	Zweygardt 14-31	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	31	038	41W	SWSW
15-023-20778	Zweygardt 14-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	32	038	41W	SWSW
15-023-20787	Zweygardt 14-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	41W	SWSW
15-023-21084	Zweygardt 14-33B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	038	41W	SWSW
15-023-20968	Zweygardt 21-04	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	4	048	41W	NENW
15-023-20800	Zweygardt 21-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	5	04S	41W	NENW
15-023-20949	Zweygardt 21-06	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	6	04S	41W	NENW
15-023-20779	Zweygardt 21-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	038	41W	NENW
15-023-21093	Zweygardt 21-32B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	02S	41W	NENW
15-023-20548	Zweygardt 22-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	5	048	41W	SENW
15-023-20780	Zweygardt 22-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	038	41W	SENW
15-023-21000	Zweygardt 23-06	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	6	048	41W	NESW
15-023-20843	Zweygardt 23-31	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	31	03S	41W	NESW
15-023-20781	Zweygardt 23-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	32	03S	41W	NESW
15-023-21326	Zweygardt 23-32B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	03S	41W	NESW
15-023-20788	Zweygardt 23-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	33	038	41W	NESW
15-023-20950	Zweygardt 24-06	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	6	04S	41W	SESW
15-023-20844	Zweygardt 24-31	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	31	03S	41W	SESW
15-023-20501	Zweygardt 24-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	038	41W	SESW
15-023-20805	Zweygardt 24-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	33	03S	41W	SESW
15-023-20921	Zweygardt 31-04	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	4	04S	41W	NWNE
15-023-20547	Zweygardt 31-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	5	04S	41W	NWNE
15-023-20946	Zweygardt 31-32B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Chevenne	KS	32	03S	41W	NWNE
15-023-20853	Zweygardt 31-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	41W	NWNE
15-023-20901	Zweygardt 32-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	5	048	41W	SWNE
15-023-20948	Zweygardt 32-32B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	03S	41W	SWNE
15-023-20852	Zweygardt 32-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	41W	SWNE
15-023-20502	Zweygardt 33-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	038	41W	NWSE
15-023-20947	Zweygardt 33-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	035	41W	NWSE
15-023-20870	Zweygardt 33-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	04S	41W	NWSE
15-023-20783	Zweygardt 34-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	03S	41W	SWSE
15-023-20866	Zweygardt 34-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	41W	SWSE
15-023-20816	Zweygardt 41-01	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	1	048	42W	NENE
15-023-20801	Zweygardt 41-05	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	5	04S	41W	NENE
15-023-20784	Zweygardt 41-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	03S	41W	NENE
15-023-21327	Zweygardt 41-32B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	03S	41W	NENE
15-023-20854	Zweygardt 41-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	41W	NENE
15-023-20871	Zweygardt 41-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	03S	41W	NENE
15-023-21001	Zweygardt 42-01	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	1	04S	42W	SENE
15-023-20785	Zweygardt 42-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	03S	41W	SENE
15-023-20855	Zweygardt 42-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	41W	SENE
15-023-20817	Zweygardt 42-34	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	34	03S	41W	SENE
15-023-21002	Zweygardt 43-01	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	1	04S	42W	NESE
15-023-20786	Zweygardt 43-32	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	03S	41W	NESE
15-023-21133	Zweygardt 43-32B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	03S	41W	NESE
15-023-21060	Zweygardt 43-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	41W	NESE

<u>API #</u>	Well Name	Operator	Field	Formation	County	ST	Sec	Twn	Rng	0000
15-023-21134	Zweygardt 44-32B	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	32	03S	41W	SESE
15-023-21086	Zweygardt 44-33	Foundation Energy Management, LLC	Cherry Creek	Niobrara	Cheyenne	KS	33	03S	41W	SESE

EXHIBIT A-6 GATHERING SYSTEM

1. ARMEL SYSTEM:

YUMA COUNTY, COLORADO

Such system is generally located within the following sections:

T2S-R42W SECTIONS: 9 – 10 T3S-R42W SECTIONS: 15 – 16 – 21 – 28

CHEYENNE COUNTY, KANSAS

T3S-R42W

SECTIONS: 9 - 10 - 11 - 12 - 14 - 15 - 16 - 23 - 24

T2S-R41W

SECTIONS: 7

T3S-R41W

SECTIONS: 30 - 32

GATHERING SYSTEM PROPERTIES

1. Gathering System - Easements and Rights-Of-Ways

DATE	FIRST PARTY	SECOND PARTY	SEC	TWN	RNG	COUNTY	ST	AGREEMENT TYPE
5/15/1980	Cheyenne County, Kansas	Kansas-Nebraska Natural Gas Company, Inc.	7	03S	41W	Yuma/Cheyenne	CO/KS	Highway Permit
4/16/1980	James Theron & Carolyn Culwell	Kansas-Nebraska Natural Gas Company, Inc.	7	03S	41W	Yuma/Cheyenne	CO/KS	Right of Way Grant
4/16/1980	Ruben Holzwarth	Kansas-Nebraska Natural Gas Company, Inc.	7	03S	41W	Yuma/Cheyenne	CO/KS	Agreement
4/16/1980	Ruben Holzwarth	Kansas-Nebraska Natural Gas Company, Inc.	7	03S	41W	Yuma/Cheyenne	CO/KS	Right of Way Grant
3/20/1981	Cheyenne County, Kansas	Kansas-Nebraska Natural Gas Company, Inc.	30	03S	41W	Yuma/Cheyenne	CO/KS	Highway Permit
11/18/1981	Emil & Arrilla Zimbelman	Kansas-Nebraska Natural Gas Company, Inc.	30	03S	41W	Yuma/Cheyenne	CO/KS	Right of Way Grant
11/18/1981	Emil Lampe	Kansas-Nebraska Natural Gas Company, Inc.	30	03S	41W	Yuma/Cheyenne	CO/KS	Right of Way Grant
12/2/1981	Kansas Depart. of Transportation	Kansas-Nebraska Natural Gas Company, Inc.	30	03S	41W	Yuma/Cheyenne	CO/KS	Hwy Permit Agreement (81-3-191
5/29/1981	Merlin & Violet Lampe	Kansas-Nebraska Natural Gas Company, Inc.	30	03S	41W	Yuma/Cheyenne	CO/KS	Right of Way Grant
8/23/1981	Merlin Lampe	Kansas-Nebraska Natural Gas Company, Inc.	30	03S	41W	Yuma/Cheyenne	CO/KS	Right of Way Agreement
	Willard Zweygardt, et al	KN Energy, Inc.	32	03S	41W	Yuma/Cheyenne	CO/KS	Notice of Dismissal
	Willard Zweygardt, et al	KN Energy, Inc.	33	03S	41W	Yuma/Cheyenne	CO/KS	Notice of Dismissal
7/19/1978	Paul E. Reeb	Kansas-Nebraska Natural Gas Company, Inc.	8	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
3/17/1980	Cheyenne County, Kansas	Kansas-Nebraska Natural Gas Company, Inc.	9	03S	42W	Yuma/Cheyenne	CO/KS	Petition Co. Road Crossing
8/3/1978	K & L Land Enterprises	Kansas-Nebraska Natural Gas Company, Inc.	9	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
3/12/1980	Marlin Rueb	Kansas-Nebraska Natural Gas Company, Inc.	9	03S	42W	Yuma/Cheyenne	CO/KS	Agreement
3/12/1980	Marlin Rueb	Kansas-Nebraska Natural Gas Company, Inc.	9	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
3/9/1979	Dan & Edna Van Dyke	Kansas-Nebraska Natural Gas Company, Inc.	10	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
11/30/1978	Harold & Lois Engel	Kansas-Nebraska Natural Gas Company, Inc.	10	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant

DATE	FIRST PARTY	SECOND PARTY	SEC	TWN	RNG	COUNTY	ST	AGREEMENT TYPE
3/9/1979	Carol & Steven Alston, et al	Kansas-Nebraska Natural Gas Company, Inc.	11	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
5/15/1980	Cheyenne County, Kansas	Kansas-Nebraska Natural Gas Company, Inc.	11	03S	42W	Yuma/Cheyenne	CO/KS	Highway Permit
3/1/1979	Gilbert & Irene Hilt	Kansas-Nebraska Natural Gas Company, Inc.	11	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
11/26/1985	Helen Musil; Margaret Weir; Carol Stenzel	KN Energy, Inc.	11	03S	42W	Yuma/Cheyenne	CO/KS	Appurtenance Easement
3/9/1979	Marvin Weir; Helen & Lawrence Musil	Kansas-Nebraska Natural Gas Company, Inc.	11	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
4/24/1980	Timothy & Robyn Raile	Kansas-Nebraska Natural Gas Company, Inc.	11	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
5/15/1980	Cheyenne County, Kansas	Kansas-Nebraska Natural Gas Company, Inc.	12	03S	42W	Yuma/Cheyenne	CO/KS	Highway Permit
4/16/1980	Ruben Holzwarth	Kansas-Nebraska Natural Gas Company, Inc.	12	03S	42W	Yuma/Cheyenne	CO/KS	Agreement
4/16/1980	Ruben Holzwarth	Kansas-Nebraska Natural Gas Company, Inc.	12	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
3/20/1981	Cheyenne County, Kansas	Kansas-Nebraska Natural Gas Company, Inc.	14	03S	42W	Yuma/Cheyenne	CO/KS	Highway Permit
3/25/1981	Gus Jr. & Christina Hilt; Gilbert & Irene Hilt	Kansas-Nebraska Natural Gas Company, Inc.	14	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
7/24/1978	C. K. & Beulah Soehner	Kansas-Nebraska Natural Gas Company, Inc.	15	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
3/20/1981	Cheyenne County, Kansas	Kansas-Nebraska Natural Gas Company, Inc.	15	03S	42W	Yuma/Cheyenne	CO/KS	Highway Permit
7/19/1978	Paul E. Reeb	Kansas-Nebraska Natural Gas Company, Inc.	15	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
5/9/1979	Rueb Farms, Inc., Daniel & Marcia Rueb	Kansas-Nebraska Natural Gas Company, Inc.	15	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
7/20/1978	Wilmer R. Hilt	Kansas-Nebraska Natural Gas Company, Inc.	15	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
8/17/1980	Cheyenne County, Kansas	Kansas-Nebraska Natural Gas Company, Inc.	16	03S	42W	Yuma/Cheyenne	CO/KS	Petition Co. Road Crossing
4/13/1979	Elmer & Erma Schuricht	Kansas-Nebraska Natural Gas Company, Inc.	16	03S	42W	Yuma/Cheyenne	CO/KS	Appurtenance Easement
8/14/1979	Marlin Rueb	Kansas-Nebraska Natural Gas Company, Inc.	16	03S	42W	Yuma/Cheyenne	CO/KS	Agreement
3/21/1979	Marlin Rueb	Kansas-Nebraska Natural Gas Company, Inc.	16	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
3/12/1980	Marlin Rueb	Kansas-Nebraska Natural Gas Company, Inc.	16	03S	42W	Yuma/Cheyenne	CO/KS	Agreement
3/12/1980	Marlin Rueb	Kansas-Nebraska Natural Gas Company, Inc.	16	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant

DATE	FIRST PARTY	SECOND PARTY	SEC	TWN	RNG	COUNTY	ST	AGREEMENT TYPE
7/30/1986	Marlin Rueb	KN Energy, Inc.	16	03S	42W	Yuma/Cheyenne	CO/KS	Appurtenance Easement
7/19/1978	Paul E. Reeb	Kansas-Nebraska Natural Gas Company, Inc.	17	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
8/15/1979	L. A. Vincent, Pearlie Briggs, &	Kansas-Nebraska Natural Gas Company, Inc.	22	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
11/25/1987	Willard Zweygardt, et al	KN Energy, Inc.	22	03S	42W	Yuma/Cheyenne	CO/KS	Notice of Dismissal
3/8/1979	Paul Reeb	Kansas-Nebraska Natural Gas Company, Inc.	23	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
8/15/1979	Phyllis Heyliger	Kansas-Nebraska Natural Gas Company, Inc.	23	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
11/25/1987	Willard Zweygardt, et al	KN Energy, Inc.	23	03S	42W	Yuma/Cheyenne	CO/KS	Notice of Dismissal
3/25/1981	Delbert & Marilyn Raile	Kansas-Nebraska Natural Gas Company, Inc.	24	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
5/9/1979	Delbert & Marilyn Raile	Kansas-Nebraska Natural Gas Company, Inc.	24	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
3/25/1981	Delbert Raile	Kansas-Nebraska Natural Gas Company, Inc.	24	03S	42W	Yuma/Cheyenne	CO/KS	Agreement
3/20/1981	Cheyenne County, Kansas	Kansas-Nebraska Natural Gas Company, Inc.	25	03S	42W	Yuma/Cheyenne	CO/KS	Highway Permit
3/25/1981	Delbert & Marilyn Raile	Kansas-Nebraska Natural Gas Company, Inc.	25	03S	42W	Yuma/Cheyenne	CO/KS	Right of Way Grant
3/25/1981	Delbert Raile	Kansas-Nebraska Natural Gas Company, Inc.	25	03S	42W	Yuma/Cheyenne	CO/KS	Agreement
3/14/1979	Cheyenne County, KS	Kansas-Nebraska Natural Gas Company, Inc.		03S	42W	Yuma/Cheyenne	CO/KS	Petition Co. Rd. Crossing

2. Gathering System - Commercial Contracts

CONTRACT NO.	EFFECTIVE DATE	EXPIRATION DATE	SHIPPER/COUNTER PARTY NAME	SYSTEM	AGREEMENT TYPE
21104002	4/1/2014	3/31/2024	Foundation Energy Management, LLC/ Cheyenne Plains Gas Pipeline Company, LLC	Wray Area	Transportation Service Agreement
FEB-N/BHSC-1	6/1/2019	10/31/2022	Black Hills Energy	Bitter Creek	Marketing Sales Contract
001485-02	5/1/1997	Evergreen (M-to-M)	Own Resources Rockies	Low Pressure Field	Gas Gathering Agreement (Interruptible)
001916	6/1/1998	Evergreen (M-to-M)	Petron Development Co	Low Pressure Field	Gas Gathering Agreement (Interruptible)
044021	12/1/1994	Evergreen (M-to-M)	Continuum Midstream, LLC	Low Pressure Field	Gas Gathering Agreement (Interruptible)
044023-01	3/1/1996	Evergreen (M-to-M)	Own Resources Rockies	Low Pressure Field	Gas Gathering Agreement (Interruptible)
044200	10/1/2000	Evergreen (M-to-M)	Foundation Energy Fund A&B	Low Pressure Field	Gas Gathering Agreement (Interruptible)
044201-01	9/1/2000	Evergreen (M-to-M)	Smith Energy, LLC	Low Pressure Field	Gas Gathering Agreement (Interruptible)
044202-01	5/1/2001	Evergreen (M-to-M)	Own Resources Rockies	Low Pressure Field	Gas Gathering Agreement (Interruptible)
044208	11/1/2003	Evergreen (M-to-M)	Branch Systems, Inc.	Black Wolf Lateral	Gas Gathering Agreement (Interruptible)
044210-01	4/1/2007	12/31/2017	Own Resources Rockies	Low Pressure Field	Gas Gathering Agreement (Interruptible)
044212-01		Evergreen (M-to-M)	Smith Oil and Gas, LLC	Low Pressure Field	Gas Gathering Agreement (Interruptible)
044213	10/1/2005	Evergreen (M-to-M)	Caerus Washco, LLC	Low Pressure Field	Gas Gathering Agreement (Interruptible)
044214	12/1/2006	Evergreen (M-to-M)	Mountain Petroleum Corporation	Low Pressure Field	Gas Gathering Agreement (Interruptible)
044215	12/1/2006	Evergreen (M-to-M)	Augustus Energy Resources, LLC	Low Pressure Field	Gas Gathering Agreement (Interruptible)
044216-01	4/1/2007	12/31/2017	Smith Oil & Gas, LLC	Low Pressure Field	Gas Gathering Agreement (Interruptible)
044217-01	7/1/2009	Evergreen (M-to-M)	CWC Petro	Low Pressure Field	Gas Gathering Agreement (Interruptible)
044218	1/1/2009	Evergreen (M-to-M)	Diamond Operating Company	Low Pressure Field	Gas Gathering Agreement (Interruptible)
044219	2/1/2009	Evergreen (M-to-M)	Platinum Gas Properties, LLC	Low Pressure Field	Gas Gathering Agreement (Interruptible)
044500	1/1/2007	12/31/2016	Caerus Washco, LLC	Beecher High Pressure Lateral	Gas Gathering Agreement (Firm)
044501	1/1/2007	12/31/2016	Foundation Energy Fund A&B	Beecher High Pressure Lateral	Gas Gathering Agreement (Firm)
044502	1/1/2007	12/31/2016	Mountain Petroleum Corporation	Beecher High Pressure Lateral	Gas Gathering Agreement (Firm)
044503-01	1/1/2007	12/31/2016	Own Resources Rockies	Beecher High Pressure Lateral	Gas Gathering Agreement (Firm)
044504	12/1/2006	Evergreen (M-to-M)	Augustus Energy Resources, LLC	Beecher High Pressure Lateral	Gas Gathering Agreement (Interruptible)
044505	4/17/2008	Evergreen (M-to-M)	McElvain Energy, Inc.	Beecher High Pressure Lateral	Gas Gathering Agreement (Interruptible)
SRV-100005	8/1/2007	Evergreen (M-to-M)	McElvain Energy, Inc.	Wray Area	Operations Services
SRV-100015	10/29/2007	Evergreen (M-to-M)	Mountain Petroleum Corporation	Wray Area	Operations Services
SRV-100016	1/1/2009	Evergreen (M-to-M)	Rosewood Resources, Inc. (Including Branch Systems)	Wray Area	Operations Services
SRV-100003	6/1/2007	Evergreen (M-to-M)	Caerus Washco, LLC (Formerly PDC)	Wray Area	Operations Services
SRV-100026	10/8/2010	Evergreen (M-to-M)	Caerus Washco LLC	Wray Area	Master Service Agreement
SRV-100034	5/10/2011	Evergreen (M-to-M)	Smith Energy	Wray Area	Operations Services
SRV-100054	4/12/2012	Evergreen (M-to-M)	Black Raven Energy, Inc.	Wray Area	Operations Services

CONTRACT NO.	EFFECTIVE DATE	EXPIRATION DATE	SHIPPER/COUNTER PARTY NAME	SYSTEM	AGREEMENT TYPE
SRV-100061	3/3/2013	Evergreen (M-to-M)	Cinco Resources, Inc.	Wray Area	Operations Services
SRV-100063	6/1/2013	Evergreen (M-to-M)	Petron Development Co	Wray Area	Operations Services Operations Services
SRV-100065	5/22/2013	Evergreen (M-to-M)	Priority Oil & Gas	Wray Area	Operations Services Operations Services
SRV-100068	11/13/2013	Evergreen (M-to-M)	One Source Energy, Inc.	Wray Area	Operations Services Operations Services
SRV-100069	(MSA) 3/1/2014	WO Expiration 2/28/2014 Then M-to-M	Foundation Energy Mgmt (Wray Area Compressors)	Wray Area	Master Service Agreement (WO #1)
SRV-100070	4/8/2014	Evergreen (M-to-M)	Energy Quest II, LLC	Wray Area	Operations Services
SRV-100071	5/6/2014	Evergreen (M-to-M)	Omnimex Canada, LTD	Wray Area	Operations Services
SRV-100072	6/18/2014	Evergreen (M-to-M)	J-W Power Company	Wray Area	Operations Services
CO-100021	12/1/2006	Evergreen (M-to-M)	August Energy Partners, LLC	Wray Area	Operations Services
CO-100021	1/23/2007	Evergreen (M-to-M)	August Energy Partners, LLC	Wray Area	Operations Services
CO-100021	7/1/2014	Evergreen (M-to-M)	Cheyenne Plains Gas Pipeline Company LLC (53012000A)	Wray Area	Operations Services
CO-100021	5/28/2004	Evergreen (M-to-M)	Southern Star Central Gas Pipeline, Inc. (BA7031)	Wray Area	Operations Services
CO-100021	8/28/2000	Evergreen (M-to-M)	Tallgrass Interstate Gas Transmission, LLC (518062)	Wray Area	Operations Services
CO-100021	1/28/2008	Evergreen (M-to-M)	Tallgrass Interstate Gas Transmission, LLC (552772)	Wray Area	Operations Services
CO-001106	4/9/2002	Evergreen (M-to-M)	Burlington Northern & Santa Fe Railway Company	25 years	T2N, R46W, Sec 28
CO-100008	9/11/2003	Evergreen (M-to-M)	Southern State Pipeline, Inc.	Eckley Interconnect	Interconnect Agreement
CO-100012	8/4/2004	Evergreen (M-to-M)	Tallgrass Interstate Gas Transmission, LLC (518062)	Yodel Station	Facilities Interconnect
CO-100012	1/26/2006	Evergreen (M-to-M)	Tallgrass Interstate Gas Transmission, LLC (518062)	Republican Station	Facilities Interconnect
CO-100012	6/27/2006	Evergreen (M-to-M)	Tallgrass Interstate Gas Transmission, LLC (518062)	Waverly Station	Facilities Interconnect
CO-100013	10/17/2006	Evergreen (M-to-M)	Augustus Energy Partners, LLC	Quick Draw Interconnect	Facilities Interconnect
CO-100013	10/19/2006	Evergreen (M-to-M)	Augustus Energy Partners, LLC	Eckley South/ Schramm South	Facilities Interconnect
CO-100013	3/1/2013	Evergreen (M-to-M)	Augustus Energy Partners, LLC	Yumex North Waverly	Facilities Interconnect
CO-100014	10/26/2006	1/1/2017	Cheyenne Plains Gas Pipeline Company LLC	Adler Creek Interconnect	Facilities Interconnect
211499		Evergreen (M-to-M)	Cheyenne Plains	Adler Creek	Operational Balancing Agreement
CO-100013		Evergreen (M-to-M)	Augustus	Eckley South/Schramm South	Lateral Balancing Agreement
CO-100013		Evergreen (M-to-M)	Own Resources	Eckley South/Schramm South	Lateral Balancing Agreement
CO-100013		Evergreen (M-to-M)	Augustus	Yumex North Waverly	Lateral Balancing Agreement
CO-100013		Evergreen (M-to-M)	Own Resources	Yumex North Waverly	Lateral Balancing Agreement
BA19337		Evergreen (M-to-M)	Southern Star	Bonny, Republican, Big Timber	Operational Balancing Agreement

CONTRACT NO.	EFFECTIVE DATE	EXPIRATION DATE	SHIPPER/COUNTER PARTY NAME	SYSTEM	AGREEMENT TYPE
BA25119		Evergreen (M-to-M)	Southern Star	Stateline, Bitter Creek Eckley	Operational Balancing Agreement
953805		Evergreen (M-to-M)	Tallgrass	Cherry Creek 81262	Operational Balancing Agreement
5527772		Evergreen (M-to-M)	Taligrass	Niobrara Yuma 998577	Operational Balancing Agreement
518062		Evergreen (M-to-M)	Tallgrass	Waverly 40904	Operational Balancing Agreement
552748		Evergreen (M-to-M)	Tallgrass	Cherry Creek 43532	Operational Balancing Agreement

Gathering System - Permits

DATE	PERMIT NO.	STATION	UNIT	MODEL	SEC	TWN	RNG	LOCATION	COUNTY	STATE
12/1/1993	93YU1336	Beecher	Dehy		5	02S	43W	23998 County Rd. HH	Yuma	CO
10/14/2009	09YU1332	Beecher	Engine	Waukesha 7044GSI	5	02S	43W	23998 County Rd. HH	Yuma	CO
5/5/2004	09YU1325	Buckboard	Dehy	Sivalls GCR-500-210- T2	7	03N	46W	13999 County Rd. 46	Yuma	CO
10/7/2013	03YU0846	Buckboard	Engine	Waukesha 7044GSI	7	03N	46W	13999 County Rd. 46	Yuma	СО
10/7/2013	09YU1326	Buckboard	Engine	Waukesha 5774	7	03N	46W	13999 County Rd. 46	Yuma	CO
8/2/2008	08YUO129	Keller	Dehy	Propak TEG	14	02S	46W	20 miles SE of Yuma	Yuma	CO
10/2/2008	08YUO130	Keller	Engine	Cat G3516 LE	14	02S	46W	20 miles SE of Yuma	Yuma	CO
1/1/2008	07YU0198	Korf	Dehy	Propak	17	04N	46W	13.71 miles NNW Eckley	Yuma	CO
1/1/2008	07YU0732	Korf	Engine	Waukesha 7044GSI	17	04N	46W	13.71 miles NNW Eckley	Yuma	CO
7/25/2003	02YU0484	Mildred	Dehy	Sivalls GCR 125-90	26	01S	46W	4 miles E, 1 mile S Heartstrong	Yuma	CO
	91YU804	Mildred	Engine	Ajax DPC-360	26	01S	46W	4 miles E, 1 mile S Heartstrong	Yuma	CO
8/1/2006	06YU0557	N Waverly	Dehy	Propak TEG	35	05S	46W	54500 CO Road U	Yuma	CO
	06YU0136	N Waverly	Engine	Waukesha F18GL	35	05S	46W	54500 CO Road U	Yuma	co
4/27/2012	08YU0507	N Waverly	Engine	Waukesha 7042 GU	35	05S	46W	UTM Coordinates 714.6H, 4470.7 V	Yuma	CO
	01YU0629	Republican	Dehy	J.W. Williams 6.5 MMscf/d	27	01N	45W	22624 CO Road 32	Yuma	CO
10/14/2002	02YU0575	Republican	Engine	Ajax DPC-600	27	01N	45W	22624 CO Road 32	Yuma	CO
6/6/2008	96YU1011	Republican	Engine	Superior 8G825	27	01N	45W	22624 CO Road 32	Yuma	CO
3/16/2007	06YU0759	Ridge Road	Dehy	Propak 10MM Btu/hr	16	02S	43W	28898 CO Road PP	Yuma	CO
3/16/2007	06YU0758	Ridge Road	Engine	Waukesha L5794LTE	16	02S	43W	28898 CO Road PP	Yuma	CO
7/12/2002	06YU0758	Schramm	Dehy	J.W. Williams TEG	5	01N	46W	3 miles S & 4 miles E of Schramm	Yuma	CO
2/28/2002	02YU0483	Schramm	Engine	Ajax	5	01N	46W	35001 CO Road R	Yuma	CO
1/1/2001	00YU0706	S Beecher	Dehy	Sivalls GCR-250M-210	28	02S	43W	19501 Country Road KK	Yuma	CO
8/26/2008	94YU0240	S Beecher	Engine	Superior 8G825	28	02S	43W	19501 Country Road KK	Yuma	CO
6/1/2010	05YU0763	S Beecher	Engine	Waukesha 7053GSI	28	02S	43W	19501 Country Road KK	Yuma	CO
9/21/2007	07YU0072	Vernon	Dehy	Propak 10mmscfd	32	01S	44W	24751 CO Road CC	Yuma	CO
6/1/2000	92YU058	Vernon	Engine	Ajax DPC-180	32	01S	44W	24751 CO Road CC	Yuma	CO
6/1/200	10YU2167	Vernon	Engine	Ajax DPC-180LE	32	01S	44W	24751 CO Road CC	Yuma	CO
	06YU0757	Vernon	Engine	Waukesha 5774 LT	32	01S	44W	24751 CO Road CC	Yuma	CO
1994	94YU757-8	Whisper	Dehy	Sivalls GCR75-2	16	03N	47W	2.101.001.000.00	Yuma	CO
1982	92YU054	Whisper	Engine	Ajax DPC-140	16	03N	47W		Yuma	CO
12/1/2004	04YU0855	Yodel	Dehy1	Pesco 4015 Kimray	11	01S	46W	28501 CO Road T	Yuma	CO
12/1/2004	04YU0855	Yodel	Dehy2	Pesco 4015 Kimray	11	018	46W	28501 CO Road T	Yuma	CO
12/1/2004	06YU0676	Yodel	Engine	Waukesha F18GL	11	018	46W	28501 CO Road T	Yuma	CO
7/3/2003	08YU0488	Yumex	Dehy	Pesco TEG	24	04N	46W	18009 CO Road 50	Yuma	CO
6/26/2006	06YU0166	Yumex	Engine	Waukesha 5794 LTE	24	04N	46W	18009 CO Road 50	Yuma	CO
11/1/2006	94YU581-2	Yumex	Engine	Waukesha L7042GSI	24	04N	46W	18009 CO Road 50	Yuma	CO

EXHIBIT A-8 ACQUIRED VEHICLES

NONE

EXCLUDED ASSETS

1. Tanks

Yard	Description	Quantity	Tank Tvne	Barrel	Material	Dimensions
Bonny	Poly Tank	-	WATER	09	POLY	6X6
	Poly Tank	-	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	9	WATER	210	FIBERGLASS	10x8
	KBK	-	lio	100	Steel	16x6
		-	lio	500 gal.	Steel	
		2	lio	300 gal.	Steel	
		1	Propane	500 gal.	Steel	
Wray	500G Propane Tanks	4	Horizontal		Steel	
	500G Steel Tank	3	Horizontal		Steel	
	1000G Steel Tank	-	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
yur	1 1/2" barrel pump	1.00

3. Tubing/Casing

Yard	Description (Tubing, Casing)	Quantity	8	Grade	# of Joints	Length
Bonny	2 3/8" tubing	5103	2.375	J55	162	31.5
	6" line pipe	280	9		∞	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		9	30
	Tubing	18,963	2.375	J55	602	31.5
	Tubing	189	2.875	J55	9	31.5
	Line Pipe	75	3		3	25
	Line Pipe	105	4		3	35
	Line Pipe	320	9		8	40
	Fiberglass Line Pipe	180	3.5		9	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	9		-	30
	Tubing	1	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		-	40
	Line Pipe	09	8		2	30
Lampe	Tubing	-	J-55	1	31.5	
	Tubing	32	J-55	32	1008	
	Enduro tubing	2	Enduro	2	63	
	Tubing	248	J-55	248	7812	

EXCLUDED ASSETS

Yard	Description (Tubing, Casing)	Quantity	8		Grade	Joints	Length
	Tubing	2			2	42	-
	Line pipe	8			8	120	
	Line pipe	6			· ·	120	
	Line pipe	17			17	089	
	Line pipe	2			2	80	
	Line pipe	13			13	520	
	Casing	7			7		
Wiltfang	Casing	6,120	4.5"		J55	153	40
	Casing	160	7"		J55	4	40
	Casing	8,480	7"		J55	212	
	Casing	840	4.5"		J55	21	40
	Casing	23,880	4.5"		J55	265	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	9		SDR 7	450	40
	Strait poly	1,920	10.		SDR7	48	40
	Polypipe	62,000	<u>ش</u>		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
	arin ari	000	-			į	
	Green line nine	1 160	+ -			2 8	40
	Grav Line nine	1 880	يًّ و			2 4	04
	Line pipe	360	0 00			12 7	90 %
	Line pipe	40	10			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	1	2.375	j-55	334	31
	1 1/4 A 25 Sinker bar (Jutten	31		1.25		31	25
	5/8 norr. Rods (Jutten Yard)	2,500		0.625		2500	25
	1 1/8 polish rod (Jutten yard)	25		1.125		25	1
	2 3/8 j55 4.7# (Jutten 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	9	
	2 3/8" 4.7 J-55 eue tbg	2,142		2.375	J55	89	
	2 3/8" 4.7 J-55 eue tbg	158	1	2.375	155	5	
	2 3/8" 4.7 J-55 eue tbg	2,174		2.375	155	69	
	2 3/8" 4.7 J-55 eue tbg	2,331		2.375	J55	74	
Wray	8" SDR-7 Sticks	3,100	-∞		SDR-7	62	49'-8"
	6" SDR-7 Sticks	200	9		SDR-7	4	49'-8"
	3" SDR-7 Rolls	4,000	3.		SDR-7	4	1000,
	3" SDR-7 Sticks	22	²		SDR-7	3	19'-10"
	3" SDR-11 Sticks	57	3"		SDR-11	3	19'-10"
	2" SDR-7 Roll	000	ē		1 0		

EXCLUDED ASSETS

Yard	Description (Tubing, Casing)	Quantity	8	Grade	# of Joints	Lenath
	2-1/4" Power Duct Underground	200	2-1/4"		-	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	74 31'-11"
	2-1/2" Drill Stem	63	2-1/2"	J55	2	2 31'-0"

4. Vessels

Yard	Description	Quantity	Capacity	Type	Orientation	Dimensions
Bonny	Nesco Separator	1	750	Water	Vertical	1x7
	Olman Heath Separator	2	200	Water	Horizontal	1x5
Lampe	Ross MFG Meter housing	120				
Wilfang	Separator (shedded)	23	200	Gas/Water	Vertical	16x58
	Fuel gas pots	41	5 gal.	Gas/Water	Vertical	4'x 6"
	Upright Separator	9	25 gal.	Gas/Water	Vertical	4'x 30"
	contact tower	_		Gas/Water	Vertical	16"
	1 0 8		1			
	Drip Pots	97	lqq	Gas/Water	Vertical	10'X12"
	Aitken Inline slug catcher	-		Gas/Water	Vertical	
	Cimarron separators	3		Gas/Water	Vertical	16"x60"
	Knock out	-		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	-		Gas/Water	vertical	
	Westerman Separator	-		Gas/Water	vertical	
	Westerman Separator	-		Gas/Water	horizontal	
	Mayp Industries Separator	-		Gas/Water	horizontal	
Wray	Pesco Vertical Separator	-		Gas Service	Vertical	42" x 12'-0"
	KingTool Horizontal Filter					
	Sep.			Gas Service	Horizontal	20" x 10'-0"

EXCLUDED ASSETS

5. Frac Valves/Meter run

Yard	Description (Make & Model)	Quantity
Wilfang	Gate Valve, 4"	136
	Gate Valve, 4"	76
	Meter Run, 2"	70
	upright Meter Sheds	13
	small alum. Meter Shed	31
Wray	JW Measurement 4' x 6' Meter Run w/shed	9
	JW Measurement 4' x 6' Meter Run w/Shed	12
	JW Measurement 4' x 6' Meter Run w/Shed	

6. Rods

ГСТН						25	25	25	25				
STC						12	369	1300	246	83	06	93	92
Grade	٥	٥											
Quantity	1,042	15	188	44	4	300	9,225	32,500	6,150	2,075	2,250	2,325	2,375
Well							Weatherford	REPUBLICAN FIELD	REPUBLICAN FIELD	Rockwell 32-15	Richers 33-11	Toner 1-28	JT Farms 34-6
Description	5/8" SUCKER RODS	5/8" SUCKER RODS	5/8" sucker rod	5/8" sucker rod	7/8" sucker rod	3/4" Sucker Rods	5/8" S-67 Rods	5/8" Norr. sucker rods	5/8" Norr. sucker rods	5/8 rods	5/8 rods	5/8 rods	5/8 rods
Yard	Bonny		Lampe			Wilffang							

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	윺
Bonny	Arrow Engines	2	Gas	5
Lampe	Kohler 18 hp	4	Gas	18
	Kohler 18 hp	11	Gas	18

EXCLUDED ASSETS

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

9. Dehys

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

10. Pumping Units

Yard	Description (Make & Model)	Quantity
Bonny	Jensen Low Profile	19
	Jensen	2
	Jensen	-
Lampe	Sentry 25	_
	Sentry B40	_
	Jensen B36	-
Wiltfang	40A67L24B Jensen	17
	40A67L24B Jensen	80
	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	_

11. Generator

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

EXCLUDED ASSETS

12. Other

Yard	Description (Make & Model)	Well	Quantity
Wiltfang	cattle guards	FROM CHUNDY FIELD	9
	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		9
	cement pumping unit base		8
Wray	Secondary Containment	6'X15' Oval, Galvanized	1
	Dodge Pickup Beds		9
	Ford Pickup Beds		9
	Flat Bed Assemblies		2
	4" x 4' x 7' High Steel Barricades		4
	4" x 6' x 7' High Steel Barricades		19
	6" x 6' x 8' High Steel Barricades		1
	12" x 8' Stopper Bottles		8
٠	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