KOLAR Document ID: 1658662

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

A separate sheet may be attached if necessary.

<sup>\*</sup> 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: C-1 (Intent) CE  | <b>3-1</b> (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)  |
|---|--|
| OPERATOR: License #   |  |
| Address 1:  |  |
| Address 2:  |  |
| City: State: Zip:+  |  |
| 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:  | accepts, and in the real extete property toy records of the accepts traceurer  |
| City:   | _  |
| the KCC with a plat showing the predicted locations of lease roads,   | athodic Protection Borehole Intent), you must supply the surface owners and tank batteries, pipelines, and electrical lines. The locations shown on the plated 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 No provided the following to the surface owner(s) of the langer C-1, Form CB-1, Form T-1, or Form CP-1 that I am | otice Act (see Chapter 55 of the Kansas Statutes Annotated), I have d upon which the subject well is or will be located: 1) a copy of the filing in connection with this form; 2) if the form being filed is a Form my operator name, address, phone number, fax, and email address. |
| the KCC will be required to send this information to the sur  | s). I acknowledge that, because I have not provided this information, rface owner(s). To mitigate the additional cost of the KCC performing address of the surface owner by filling out the top section of this form e to the KCC, which is enclosed with this form.                 |
| If choosing the second option, submit payment of the \$30.00 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form  | lling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.  |
| I hereby certify that the statements made herein are true and correct   | ct to the best of my knowledge and belief.   |
| Date: Signature of Operator or Agent:   | Title:   |

### ASSET PURCHASE AND SALE AGREEMENT

|        | THIS ASSET PURCHASE AND SALE AGREEMENT ("Agreement") is dated the day                        |
|--------|--|
| of     | , 2022, and is entered into by and between TEXKAN RESOURCES, LLC,                            |
| a Texa | s limited liability company ("Seller"), and GORE, LLC, a Kansas limited liability company    |
| ("Buy  | er"). Seller and Buyer may hereinafter be occasionally referred to individually as a "party" |
| ·      | ellectively as the "parties".  |

#### BACKGROUND

- A. Seller is the owner of the Assets (defined in Article 1.1).
- B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, on the terms set forth in this Agreement, all rights, titles and interests of Seller in and to the Assets, including the right to operate the Wells (defined in Article 1.1).

#### **AGREEMENT**

In consideration of the premises, the payments required hereby, the covenants, representations, and warranties contained herein, the benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

## Article 1 Purchase and Sale of Assets

- 1.1 <u>Purchase and Sale of Assets.</u> Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign, convey, transfer and set over to Buyer, and Buyer agrees to purchase and acquire from Seller at Closing, all rights, titles, and interests of Seller in and to the following described property (collectively, the "<u>Assets</u>")(As is, where is, without any warranty of any kind, and no warranty shall be implied).
  - a) the working interests in and to the oil and gas leases described on <u>Article 1</u> (each, a "<u>Lease</u>" and collectively, the "<u>Leases</u>"), together with rights to any acreage pooled or unitized therewith, which shall be delivered to Buyer at not less than the working interest and net revenue interest tabulated on Exhibits A1 and A2;
    - b) all saltwater disposal agreements described on Exhibit B.
  - c) the oil and/or gas wells, and the injection and disposal wells described on <u>Article 2</u> ("Wells");
  - d) the equipment, machinery, fixtures and other personal, and mixed property situated on the Leases and the lands covered by the SWD Agreements, or otherwise appurtenant to or currently used or held for use in connection with the ownership or operation of the Leases,

SWD Agreements, or Wells, including, without limitation, well equipment, casing, rods, tubing, tanks, pumps, motors, fixtures, machinery, meters, inventory, separators, knock-outs, dehydrators, compressors, treaters, power lines, field processing facilities, surface and downhole equipment, flowlines, gathering lines and systems, transmission lines and all other pipelines ("Equipment"), insofar as they are attributable to the Leases, SWD Agreements, or Wells;

- e) the unsold oil in tanks or other storage at the Effective Time (and thereafter) produced from the Leases ("Stored Oil");
- f) the data acquired in the conduct of the 3D-seismic surveys more particularly described on Article 3, which seismic data shall include all geophysical, geological and seismic data obtained or otherwise in the possession of Seller in the conduct of such 3D seismic surveys, all processed, reprocessed, or interpreted data obtained, generated, produced or otherwise derived from said 3D-seismic surveys, and all interpretations and depictions thereof, and all source files, metadata, shape files, records, data and information relating to said seismic data and 3D-seismic surveys ("3D-Data");
- g) all permits, servitudes, easements, rights-of-way, operating rights and agreements, orders, assignments, gas purchase and sale contracts, oil purchase and sale agreements, farmin and farmout agreements, transportation and marketing agreements, operating agreements, unit agreements, declarations of units, processing agreements, options, facilities or equipment leases, surface use agreements, warranties, licenses and other contracts, agreements and rights used, held for use, or appurtenant to the beneficial use and enjoyment, ownership or operation of the Leases, SWD Agreements, Wells, Equipment, 3D-Data, or with the production or treatment of oil, gas and saltwater from or attributable to the Leases, SWD Agreements, or Wells ("Contracts");
- h) cash and other deposits representing suspense payments owing to third parties by Seller as a result of production from the Leases;
- i) all of the files, records, information and data in Seller's possession pertaining to the Leases, SWD Agreements, Wells, Equipment, 3D-Data, and Contracts ("Records"), including, without limitation, title records, abstracts, title opinions, title certificates, title policies, production records, severance tax records, reservoir and well information, drill stem tests, well logs, bond logs, casing pressure and mechanical integrity tests, geologic and geophysical data, and all other information relating in any way to the ownership or operation of the Assets.
  - j) The real estate, yard and supplies on the following described real estate:

All of lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, and 22; and the South 20 feet of Lot 24, in Block 11, Griffin's Third addition to the City of Plainville, Rooks County, Kansas; (to be conveyed to Gore Oil Company)

1.2 <u>Effective Time</u>. The Assets shall be purchased, sold, transferred, assigned and conveyed effective as of the beginning of the day on August 1, 2022 ("<u>Effective Time</u>").

### Article 2 Adjustments

- 2.1 <u>Proportionate Reduction</u>. The Purchase Price is based upon the working interest in each Lease (including each Well) entitled to receive the portion of the proceeds from the sale of oil and gas production therefrom (the "<u>net revenue interest</u>" or "<u>NRI</u>") as tabulated on <u>Article 1</u>. The parties shall negotiate in good faith to adjust the Purchase Price in the event and to the extent any interest in any Leases (including the Wells) delivered at Closing is delivered at less than the percentage working interest and NRI tabulated on <u>Article 1</u>. Further, to the extent any of the other Assets are delivered at Closing having a percentage interest less than represented by Seller, the parties shall likewise negotiate in good faith to adjust the Purchase Price.
- Revenues and Expenses. Seller is entitled to receive all proceeds from the sale of oil and gas from the Leases occurring prior to the Effective Time. Buyer is entitled to all proceeds from the sale of oil and gas production from the Leases occurring after the Effective Time. All costs and expenses incurred in the operation of the Assets before the Effective Time will be paid by Seller. Subject to the limitations set forth in Section 4.3, all ordinary costs and expenses incurred in the operation of the Assets after the Effective Time will be paid by Buyer. Any invoices paid by Seller for ordinary costs and expenses incurred in the operation of the Assets after the Effective Time and before Closing will be reimbursed by Buyer at Closing or paid outside of Closing by Buyer to Seller. Any revenue from the sale of oil and gas production from the Leases received by Seller after the Effective Time will be credited to Buyer at Closing or paid outside of Closing by Seller to Buyer.
- 2.3 <u>Taxes</u>. Each party shall be responsible for its own income and capital gains taxes, if any, as may result from the transactions contemplated hereby. Seller shall be responsible for the payment of real, personal property, and ad valorem taxes (collectively, "<u>Taxes</u>") on the Assets for calendar year 2021, and all prior years. The Taxes for calendar year 2022 shall be prorated to closing based upon the 2021 taxes with Buyer being given a credit at closing for taxes owed by Seller. Buyer will then be responsible for paying the 2022 taxes.
- 2.4 <u>Settlement Statement</u>. At least three (3) days prior to Closing, Seller will deliver to Buyer a settlement statement prepared in accordance with this Agreement ("<u>Settlement Statement</u>"), which sets forth the Purchase Price adjusted as provided for herein. Within 30 days after closing, Buyer and Seller shall agree on a post-closing settlement statement to settle any delayed bills or income.

## Article 3 Due Diligence

- 3.1 <u>Due Diligence</u>. Buyer shall have until August 1, 2022, ("<u>Due Diligence Period</u>") to conduct such due diligence as Buyer deems necessary in order to satisfy itself concerning condition of and title to the Assets.
- 3.2 <u>Records of Seller</u>. In connection with Buyer's due diligence, Seller shall deliver or otherwise make available to Buyer at closing.
  - a) All Records concerning the Assets, including originals of the Leases and SWD Agreements, regulatory filings, permits, certificates and other documentation related to the Wells, and any amendments or Contracts related to the foregoing.
  - b) All revenue statements and joint interest billings for the Wells, Leases, and SWD Agreements for the current year and the prior two calendar years, together with the invoices supporting such joint interest billings.
  - c) A list of all vendors providing labor, supplies, materials, or services to the Leases, SWD Agreements, and Wells, including contact information.
  - d) A list of all co-owners in the Assets, if any, including the contact information of the co-owners.
  - e) Current division orders and divisions of interest pertaining to the payment of the proceeds of oil and gas production from the Leases and Wells, including a schedule of any proceeds held in suspense and any interests currently being paid into suspense.
  - f) All title evidence pertaining to the Leases, SWD Agreements, and Wells, including copies of any title opinions, drilling title opinions, division order title opinions, lease ownership reports, mineral ownership reports, runsheets, abstracts, acquisition title opinions, title insurance commitments, and title insurance policies in Seller's possession.
  - g) A current listing of all accounts receivable and accounts payable pertaining to the Leases, SWD Agreements, and Wells, including accounts payable to vendors, which listing shall describe the age of the balances due in each respective accounts.
  - h) All gauge reports, production reports, disposal records, charts, meters, SPCC plans, and other reports, documents and records related to the production of oil, gas, saltwater, and other fluids from the Leases, SWD Agreements and Wells.
  - i) The 3D-Data, including all raw and processed data and any interpretations or depictions thereof, in possession of Seller.
- 3.3 <u>Inspections</u>. Seller shall allow Buyer, its representatives, agents, contractors, and other designees, access to the Leases, land covered by the SWD Agreements, Wells, Equipment,

and 3D-Data in possession of Seller, to conduct such inspections as Buyer deems appropriate to investigate the title and condition of said property, including the inspection of all salt water disposal systems, gathering systems, injection wells, equipment, production and other facilities to assess its condition, quality, mechanical integrity, and working order, and its compliance with State, Federal and local laws, rules and regulations. Seller shall also make available to Buyer for interview the employees and independent contractors of Seller involved in operating, producing, maintaining, improving, exploring and developing the Leases, Wells, Equipment, and 3D-Data, in possession of Seller. In the event Buyer or any agents or employees of Buyer are injured during inspections on Sellers property, Buyer agrees to hold Seller harmless for any liability in connection with the inspection of the property.

3.4 <u>Termination</u>. Notwithstanding the foregoing, Buyer or Seller may terminate this Agreement at any time prior to Closing by notifying Seller or Buyer of such termination. In such event, this Agreement shall terminate and be of no further force and effect. All costs and liability associated with the due diligence activities shall be borne solely by Buyer.

# Article 4 Representations, Warranties, Covenants

- 4.1 <u>Representations and Warranties of Seller</u>. Seller represents and warrants to Buyer at the time of the execution of this Agreement and through the Closing, that:
  - a) Seller is duly organized and validly existing, in good standing, under the laws of the state of its organization, and is qualified to do business in the State of Kansas, with all requisite power and authority to own, operate, and sell its interests in the Assets, and to execute, deliver, and perform this Agreement and each other document executed or to be executed by Seller in connection with the transactions contemplated herein.
  - b) The execution, delivery, and performance of this Agreement and each other document executed or to be executed in connection herewith, and the completing by it of the transactions contemplated hereby have been duly authorized by all necessary corporate or other company action on the part of Seller.
  - c) Except with respect to the Stored Oil, all Taxes imposed or assessed with respect to or measured by or charged against or attributable to the Assets due and owing as of the Closing have been, or will be, duly and timely paid by Seller.
  - d) The Assets are free and clear of and not burdened by any mortgages, liens, or other encumbrances, nor shall any mortgage, lien, or other encumbrance later arise from the conduct of the Seller. Seller will not claim or allow to arise a claim of an operator's lien.
  - e) As of Closing, Seller holds good and marketable title to the Assets, at not less than the working interest and net revenue interest as to the Leases and Wells set forth on Article 1, including any Equipment and Stored Oil related or attributable thereto or produced therefrom.

- f) The Assets are fit for their intended purposes and in a condition that enables them to be used in the ordinary course of business.
- g) There are no legal or equitable actions pending or threatened, or causes of action available to any party that arise from or are attributable to the ownership or operation of the Assets, nor are there any judgments entered or injunctions against Seller or its co-working interest owners related to, or attaching to the Assets.
- h) There are no environmental conditions affecting the Assets to Sellers knowledge, that would give rise to any claims or liability under any federal or state environmental laws and regulations.
- i) Seller is the current operator of the Leases and Wells and is duly authorized and licensed with the KCC to operate the Leases and Wells, operates such Leases and Wells under agreement with the other working interest owners of the Leases, if any, and has been authorized or otherwise has the right to transfer operations and operating rights of the Leases and Wells to Buyer.
- 4.2 <u>Representations and Warranties of Buyer</u>. Buyer represents and warrants to Seller at the time of the execution of this Agreement and through to the Closing, that:
  - a) Buyer is duly organized and validly existing, in good standing, under the laws of the State of Kansas, and is qualified to do business in the State of Kansas. Buyer has all requisite power and authority to own the Assets and to execute, deliver, and perform this Agreement and each other document executed or to be executed by Buyer in connection with the transactions contemplated herein.
  - b) The execution, delivery, and performance of this Agreement and each other document executed or to be executed in connection herewith, and the completing by it of the transactions contemplated hereby have been duly authorized by all necessary corporate or other company action on the part of Buyer.
- 4.3 <u>Operations Pending Closing.</u> Without the prior written consent of Buyer, Seller shall not:
  - a) Enter into any new agreements or commitments with respect to the Assets, or cancel any insurance coverage relating thereto;
  - b) Commit to or incur any expenditure in excess of Twenty Thousand Dollars (\$20,000 per well) with respect to any part of the Assets without the prior written consent of Buyer, except in case of an emergency;
    - c) Make any non-consent elections with respect to operations affecting the Assets;

- d) Encumber, mortgage, sell, or dispose of any of the Assets, other than personal property that is replaced by equivalent property or consumed in the normal operation of the properties, or otherwise transfer any interest in any part of the Assets;
- e) Disclose, share, replicate, copy or otherwise disseminate the 3D-Data, or any portion thereof to any third-party, or transfer, sell or assign any interest in the 3D-Data;
- f) Fail to timely pay all shut-in royalties, delay rentals, lease extension options, and other payments necessary to continue to the Leases in force and effect, unless Buyer directs otherwise, or fail to timely pay any royalty, overriding royalty, or other proceeds of production from the Leases owing to third parties (except to the extent such proceeds are properly held in suspense and paid to Buyer at closing); or
- g) Act in any manner with respect to the Assets other than in the normal, usual, and customary manner, consistent with prior practice, in compliance with the Leases, Contracts, and applicable law, and as a prudent operator; (b) waive, compromise, or settle any material right or claim with respect to any of the Assets that would materially and adversely affect the ownership, operation, or value of the Assets; (c) plug or abandon any Well unless required to do so by a governmental or regulatory agency; (d) modify or terminate or waive any right under any Lease or Contract; or (e) breach or default on any material obligation under any Leases or Contract.
- Buyer shall indemnify, defend, and hold harmless Buyer, and Buyer shall indemnify, defend, and hold harmless Buyer, and Buyer shall indemnify, defend, and hold harmless Seller, their officers, directors, shareholders, employees, representatives, agents, successors and assigns from any and all claims arising from or in any way attributable to (a) the Assets, and the operation and ownership thereof, including, without limitation, all duties, liabilities, and obligations of Seller or Buyer under the Contracts, Leases, and SWD Agreements, including the obligation to distribute royalties and revenues to the owners thereof, and to account for all royalties and revenues held in suspense, to the extent attributable to all time periods prior to the Effective Time with respect to Seller and subsequent to the effective time with respect to Buyer, (b) the breach or failure to perform or satisfy, any of Seller's or Buyer's covenants in this Agreement or in any other agreement, instrument, document, or certificate related to the Assets or executed or delivered by Seller or Buyer in connection with this Agreement, and (c) any costs and fees, including reasonable attorneys' fees, incurred by Buyer or Seller in connection with any of the foregoing.

## Article 5 Closing

5.1 <u>Time and Place of Closing</u>. The consummation of the purchase and sale of the Assets pursuant to this Agreement ("<u>Closing</u>") shall be completed at a location mutually agreeable to the parties on or before August 5, 2022.

- 5.2 <u>Conditions to Closing</u>. All of the obligations of Buyer to close and to pay the Purchase Price to Seller are subject to the satisfaction of the following conditions ("Closing Conditions") at or prior to Closing:
  - a) The title and condition of the Assets has been accepted to the satisfaction of Buyer, in its sole discretion;
  - b) The representations and warranties set forth in Sections 4.1 are true and correct, and the covenants set forth in Sections 4.3 and 5.5 have been performed;
  - c) Evidence satisfactory to Buyer that, in its sole discretion, all vendors servicing the Assets prior to the Effective Time have been paid in full with respect to the Assets;
  - d) The deliverables described in Section 5.3 have been duly executed and delivered to Buyer, and properly acknowledged and are in recordable form in the case of the deliverables described in Section 5.3(a);
  - e) The Settlement Statement, including all adjustments to the Purchase Price as provided in Article 2, has been agreed to by the parties;
  - f) Seller shall have obtained all requisite permissions and consents from any applicable governmental authority to transfer and assign the Assets from Seller to Buyer;
  - g) The simultaneous closing of the terms of that separate agreement between Seller and Gore, LLC of even date herewith for the transfer of real and personal property located in Plainville, Kansas; and
  - h) The satisfaction of such other conditions as Buyer may require as a result of its due diligence and investigation.
- 5.3 <u>Deliverables—Seller</u>. At Closing, Seller shall deliver to Buyer the following instruments and documents:
  - a) Assignment of the Leases, SWD Agreements, Wells, Stored Oil, and Equipment, from Seller to Buyer, which shall be in form substantially similar to the assignment attached;
  - b) Signed Assignment and Bill of Sale of the Records and Contracts and the physical delivery thereof to Buyer; and
- 5.4 <u>Deliverables—Buyer</u>. At Closing, Buyer shall deliver to Seller the Purchase Price, as adjusted per the terms of Article 2.
- 5.5 <u>Transfer of Operations</u>. Contemporaneous with the Closing the parties shall deliver for filing all Transfer of Operator forms and other forms or reports required by any governmental agency, including the Kansas Corporation Commission, to transfer and assign the Wells from Seller to Buyer, or a designee of Buyer.

5.6 <u>Termination</u>. If any of the terms and conditions contained herein, including the Closing Conditions, are not or cannot be met at or before the time of the Closing, then Buyer shall have the right to cancel this Agreement and thereby be relieved from any and all liabilities or obligations hereunder.

## Article 6 Miscellaneous

- 6.1 <u>Recitals</u>: Attachments. The recitals set forth above are true and correct, and, together with the words and terms defined therein, and the Schedules and Exhibits attached hereto, are incorporated into the body of this Agreement by this reference. The following Schedules and Exhibits are attached:
  - a) Exhibit A1 Assignment of Working Interests in Oil and Gas Leases
  - b) Exhibit A2 Assignment of Working Interests in Oil and Gas Leases
  - c) Exhibit B List of Saltwater Disposal payments made annually
- 6.2 <u>Governing Law: Forum Selection.</u> This Agreement and the transactions contemplated hereby shall be construed in accordance with, and governed by, the laws of the State of Kansas, without giving effect to principles of conflicts of laws. Any action or proceeding against any of the Parties hereto relating in any way to this Agreement or the subject matter hereof shall be brought and enforced exclusively in the state district court located in each of the Counties listed in the attached Exhibits A1, A2 and B, and the parties hereto consent to the exclusive jurisdiction and venue of such courts in respect to such action or proceeding.
- 6.3 Entire Agreement; Amendment. This Agreement, together the attached Schedules and Exhibits, constitutes the entire understanding between the parties, their respective shareholders, officers, directors, representatives, agents, and employees with respect to the subject matter hereof, superseding all written or oral negotiations and discussions, and prior agreements and understandings relating to such subject matter. This Agreement may not be amended nor any rights hereunder waived, except by an instrument in writing signed by the party to be charged with such amendment or waiver and delivered by such party to the party claiming the benefit of such amendment or waiver.
- 6.4 <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.5 <u>Further Assurances</u>. After Closing, each party hereto, at the request of the other, shall, from time to time, without additional consideration execute and deliver such further agreements and instruments of conveyance and take such other action as the other party hereto may reasonably request in order to convey and deliver the Assets to Buyer and to otherwise accomplish the transactions contemplated by the Agreement.
- 6.6 <u>Notices</u>. The parties agree that all notices and communications required or permitted under this Agreement shall be in writing and addressed as set forth below. Any communication or delivery hereunder shall be deemed to have been duly made and the receiving

party charged with notice (i) if personally delivered, when received, (ii) if sent by email transmission, when received, (iii) if mailed, three (3) days after mailing, or (iv) if sent by overnight courier, one day after sending.

To Seller: TexKan Resources, LLC

Attn: Rodney Cox

3100 W. Southlake Blvd. Suite 100

Southlake, Texas 76092 Email: Recox@msn.com

(817) 727-1684

TexKan Resources, LLC Attn: William J. Robinson

3100 W. Southlake Blvd., Ste. 100

Southlake Texas, 76092 Email: Rob8260@aol.com

(785) 216-0064

To Buyer: Gore, LLC

202 S. St. Francis Wichita, KS 67202 TexKan Resources, LLC Attn: Don Wood 3501 Faudree Rd. Odessa, Texas 79765

donw@woodres.net (432) 638-4595

- 6.7 <u>Interpretation</u>. The headings of the sections of this Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of this Agreement. Unless the context otherwise indicates, words used in the singular include the plural, and the plural the singular.
- 6.8 <u>Counterparts</u>. This Agreement may be executed in counterparts, with each such counterpart being deemed an original, and such counterparts may be compiled into one document. Signatures delivered by electronic transmission or in electronic formats, including electronic images, shall be enforceable the same as manual signatures.
- 6.9 <u>Survival</u>. The representations, warranties, covenants, and other obligations set forth in this Agreement shall survive the Closing, and shall not merge into any the Assignments delivered in connection herewith.
- 6.10 <u>Assignment</u>. This Agreement may be assigned by Seller only upon the prior written consent of Buyer.

Exhibit "A - 1" Sale from TexKan Resources, LLC to Gare, LLC

|                          | - 1 III   |  | Ogic II Office | Syde Negodice | שמים וויטיוו הפאמיו ואפטטמי גפט, דבע נס טטיב, רבע  |        |          |   |   |  | The state of the s |
|--------------------------|---|--|----------------|---------------|--|--------|----------|---|---|--|--|
| Lease Name               | Lessor  | Lessee                                   | Lease Date     | S-T-R         | Description  | County | State    | Book                                    | Page                                    | Working<br>Interest  | Net Revenue Int.   |
| Alan#1                   | States Ag, L.p.                                       | Great Eastern Energy & Development Corp. |                | 24-65-21W     | W2SW4  | Graham | S        | 221                                     | 408                                     | 1.00000000   | 0.8350000  |
|                          | A. Gillian Alexander, a single<br>man and Sharon Rose | Great Eastern Energy &                   |                |               | A. Principal de La Laboration de la Principal de la Constitución de la |        |          |   |   | ļ  |  |
| Alexander #1, #2, #3, #5 | Dowdell, a single woman                               | Development Corp.                        | 5/28/2002      | 25-7S-21W     | NW4  | Graham | 33       | 201                                     | 824                                     | 1.00000000   | 0.8250000  |
|                          | A. Gillian Alexander, a single                        |  |                |               |  |        |          |   |   |  | •  |
| Alexander #1, #2, #3, #5 | Dowdell, a single woman                               | Development Corp.                        | 5/28/2002      | 25-75-21W     | N25W4  | Graham |          | 201                                     | 834                                     |  |  |
|                          | A. Gillian Alexander, a single                        |  |                |               |  |        |          |   |   |  |  |
|                          | man and Sharon Rose                                   | Great Eastern Energy &                   |                | ·             |  |        |          |   |   |  |  |
| Alexander #4             | Dowdell, a single woman                               | Development Corp.                        | 5/28/2002      | 26-7S-21W     | N2NE4  | Graham | KS       | 201                                     | 822                                     | 1.00000000   | 0.8250000  |
|                          | A. Gillian Alexander, a single                        |  |                |               |  |        |          |   |   |  |  |
|                          | man and Sharon Rose                                   | Great Eastern Energy &                   |                |               |  |        |          |   |   |  |  |
| Atexatios:-Dowcell       | 1_  | pereiopinein corp.                       | 7007/97/5      | AAT7-67-57    | 2541AAA+, 271AE+   | Granam | 2        | Y07                                     | 020                                     | 1.0000000  | 0.0000   |
| •                        | illan Alexander, a single                             | Great Eastern Energy &                   |                |               |  | ı<br>- | <u> </u> | )<br>}                                  | }                                       |  | •  |
| Alexander-Dowdell        | man   | Development Corp.                        | 4/25/2007      | 24-75-21W     | SW4NW4   | Graham | S        | 226                                     | 6/2                                     |  |  |
|                          | Michael Kountz and Sharon                             |  |                |               |  |        |          |   |   |  |  |
|                          | Dowdell Kountz, husband and Great Eastern Energy &    | Great Eastern Energy &                   |                |               |  |        |          |   |   |  |  |
| Alexander-Dowdell        | wife  | Development Corp.                        | 4/25/2007      | 24-75-21W     | SW4NW4   | Graham | š        | 226                                     | 674                                     |  |  |
|                          | Jerome and Teresa Benoit,                             | Great Eastern Energy &                   |                |               |  |        |          |   |   |  |  |
| Benoit #1                | husband and wife                                      | Development Corp.                        | 2/4/2003       | 6-85-20W      | NW/4   | Rooks  | ĸs       | 328                                     | 98                                      | 1.00000000   | 0.81450000   |
|                          | John and Mary Benoit,                                 | Great Eastern Energy &                   |                |               |  |        |          |   |   |  |  |
| Benoit #1                | Husband and wife                                      | Development Corp.                        | 2/4/2004       | 6-85-20W      | NW4  | Rooks  | દ        | 339                                     | 695                                     |  |  |
|                          | Steve and Shari Benoit,                               | Great Eastern Energy &                   |                |               |  |        |          |   |   |  |  |
| Benoît #1                | husband and wife                                      | Development Corp.                        | 2/4/2004       | 6-85-20W      | NW4  | Roaks  | KS       | 339                                     | 701                                     |  | - Constitution of the cons |
|                          | Tim and Theima Berland,                               | Great Eastern Energy &                   |                |               |  |        |          |   |   |  |  |
| Benoit #1                | husband and wife                                      | Development Corp.                        | 2/4/2004       | 6-85-20W      | NW4  | Rooks  | KS       | 339                                     | 693                                     |  |  |
|                          |   | Great Eastern Energy &                   |                |               |  |        |          |   |   |  |  |
| Benoit #1                | Germaine Birdwell                                     | Development Corp.                        | 2/4/2004       | 6-85-20W      | NW4  | Rooks  | 3        | 339                                     | 376                                     |  |  |
|                          | Steve and Sonja Borel,                                | Great Eastern Energy &                   |                |               |  |        |          |   |   |  |  |
| Benoit #1                | husband and wife                                      | Development Corp.                        | 2/4/2004       | 6-8S-20W      | NW4  | Rooks  | Š        | 343                                     | 285                                     |  |  |
|                          | Jim and Judi Charbonneau,                             | Great Eastern Energy &                   |                |               |  |        |          |   |   |  |  |
| Benoit #1                | husband and wife                                      | Development Corp.                        | 2/4/2004       | 6-85-20W      | NW4  | Rooks  | ŝ        | 339                                     | 697                                     |  |  |
|                          | Tom and Sharon Herbers,                               | Great Eastern Energy &                   |                |               |  |        |          |   |   |  |  |
| Benoit #1                |   | Development Corp.                        | 2/4/2004       | 6-8S-20W      | NW4  | Rooks  | જ        | 343                                     | 291                                     |  |  |
| :                        | Bob and Lydia Neu, husband                            | Great Eastern Energy &                   |                |               |  |        |          |   |   | and the second s |  |
| Benoit #1                | and wife  | Development Corp.                        | 2/4/2004       | 6-85-20W      | NW4  | Rooks  | KS       | 339                                     | 703                                     |  |  |
|                          |   |  |                |               |  |        |          | *************************************** | *************************************** |  |  |

Exhibit "A - 1" Sale from TexKan Resources, LLC to Gore, LLC

| Billips Brothers 8-2  | Billips Brothers B-1   | Billups Brothers A1, A-2   | Berland #2   | Benoit #1                                | Benoit #1                                | Benoit #1                                | Benoit #1                                   | Benoît #1   | Benoit #1  | Benoit #1  | Benoit #1                                    | Lease Name          |
|---|--|--|--|--|--|--|---|---|--|--|--|---------------------|
| Lavern Billips and Janet<br>Billips, husband and wife, Lyle<br>Billips and Kappi Billups,<br>husband and wife | Lavern Billips and Janet Billips, husband and wife, Lyle Billips and Kappi Billups, husband and wife | Lavern Billips and Janet Billips, husband and wife, Lyle Billips and Kappi Billups, husband and wife | Timothy J. Berland and Thelma R. Berland, Trustees of the Timothy J. Berland Trust dtd 10/1/98 and Timothy J. Berland and Timothy J. Berland and Thelma R. Berland Trustees of the Thelma R. Berland Trust | Roger Thyfault, a single man             | Paula Thyfault, a single<br>woman        | Jody and Jane Thyfault, husband and wife | Galen and Sondra Thyfault, husband and wife | M & C Thyfault Revocable<br>Trust, Carmell Thyfault,<br>Trustee | Carmella Thyfault, a widow   | Patrick and Jaclyn Smith,<br>husband and wife  | Marvin and Marilyn Skolaut, husband and wife | Lessor              |
| Great Eastern Energy & Development Corp.  | Great Eastern Energy & Development Corp.   | e<br>Great Eastern Energy &<br>Development Corp.   | f<br>Great Eastern Energy &<br>Development Corp.   | Great Eastern Energy & Development Corp. | Great Eastern Energy & Development Corp. | Great Eastern Energy & Development Corp. | Great Eastern Energy & Development Corp.    | Great Eastern Energy & Development Corp.                        | Great Eastern Energy & Development Corp.   | Great Eastern Energy & Development Corp.   | Great Eastern Energy & Development Corp.     | Lessee              |
| 2/1/2002  | 2/1/2002   | 2/1/2002   | 7/15/2006  | 2/4/2004                                 | 2/4/2004                                 | 2/4/2004                                 | 2/4/2004                                    | 2/4/2004  | 2/4/2004   | 2/4/2004   | 2/4/2004                                     | Lease Date          |
| 3-75-21W  | 10-75-21W  | 3-75-21W   | 28-75-21W  | 6-85-20W                                 | 6-85-20W                                 | 6-85-20W                                 | 6-85-20W                                    | M02-58-9  | 6-85-20W   | 6-85-20W   | 6-85-20W                                     | S-T-R Descri        |
| 5W4   | NE4  | SE4  | SE4  | NW4                                      | NW4                                      | NW4                                      | NW4   | NW4   | NW4  | NW4  | NW4  | Description         |
| Graham  | Graham   | Graham   | Graham   | Rooks                                    | Rooks                                    | Rooks                                    | Rooks                                       | Rooks   | Rooks  | Rooks  | Rooks  | County              |
| KS  | KS   | KS   | ζς.  | KS                                       | KS                                       | KS                                       | KS  | ΚS  | rs .   | KS   | KS   | State               |
| 200   | 200  | 200  | 222  | 343                                      | 343                                      | 343                                      | 343   | 339   | 343  | 343  | 339  | Book                |
| 660   | 666  | 725  | 3322   | 451                                      | 293                                      | 283                                      | 289   | 378   | 287  | 295  | 699  | Page                |
| 1.00000000  | 1.00000000   | 1.00000000 (A-1)   | 1.000000000  |  |  |  |   |   | V. Andrewski and | A SALAR AND  |  | Working<br>Interest |
| 0.83500000  | 0.83500000   | .83500000 (A-1)  | 0.84500000   |  |  |  |   |   |  | A STATE OF THE STA |  | Net Revenue Int.    |

Booth A Unit Booth A Unit Booth A Unit Booth Unit Booth Unit Billips Brothers B-3 Booth Unit Lease Name 3ooth Unit Mike Synder a/k/a Carl M. Synder and Guyneth Synder, L. Donald Booth and Mary
Jane Booth, husband and wife J. Fred Hambright husband and wife Roberta J. Snyder, a single woman Timmer, her husband Administrator of the Estate of Effie Booth, deceased, et al Leo C. Weinhold, her husband J. Fred Hambright Effie Booth, deceased, et al Billips, husband and wife, Lyle Patricia Jean Snyder and Neil Floreance C. Weinhold and Leo C. Weinhold, her husband J. Fred Hambright Floreance C. Weinhold and individually and as Ivan Booth, a single man, Administrator of the Estate of individually and as Ivan Booth, a single man, husband and wife Billips and Kappi Billups, Lavern Billips and Janet J. Fred Hambright J. Fred Hambright J. Fred Hambright J. Fred Hambright Development Corp. Great Eastern Energy & . Fred Hambright Lease Date 11/17/1972 11/17/1972 11/23/1972 11/23/1972 8/8/2008 8/8/2008 8/8/2008 8/8/2008 2/1/2002 29, 30-305-17W S-T-R 30-30S-17W 24-30S-18W 30-30S-17W 30-30S-17W 30-30S-17W 24-305-18W 19-305-17W 3-75-21W N2 of 30-30S-17W,
except the North 40
acres of West 2/3rds
of section 30 N2 of 30-30S-17W, except the North 40 acres of West Z/3rds N2 of 30-30S-17W, except the North 40 acres of West 2/3rds except the North 40 acres of West 2/3rds Description W2, W2SE4, SE4SE4, SW4NE4 N2 of 30-305-17W, W2W2 Sec. 29 and the N2 and SE4 of of section 30 of section 30 Sec. 30 SE4 ZE4 NE4 County Graham Kiowa Kiowa Kiowa Kiowa Kiowa Kiowa Kiowa Kiowa State Š S  $\overline{\mathbf{x}}$ S 줎 Š S 줎 줎 Book 200 20 20 20 20 12 12 12 12 Page 2250 2249 2247 2248 620 899 631 637 615 Working Interest 1,000000000 0.8906250 1.000000000 Net Revenue Int. 0.80250000 0.69681750 0.83500000

Exhibit "A - 1"
Sale from TexKan Resources, LLC to Gore, LLC

Exhibit "A - 1" Sale from TexKan Resources, LLC to Gore, LLC

|                                   |  |  |            |             |   |         |              |      |      | Working   | The state of the s |
|-----------------------------------|--|--|------------|-------------|---|---------|--------------|------|------|---|--|
| Lease Name                        | Lessor   | Lessee                                   | Lease Date | S-T-R       | Description   | County  | State        | Book | Page | Interest  | Net Revenue Int.   |
| Booth A Unit                      | Amy C. Ring, a single person   | J. Fred Hambright                        | 8/8/2008   | 30-30S-17W  | N2 of 30-305-17W, except the North 40 acres of West 2/3rds of section 30                  | Kiowa   | ₹5           | 20   | 2251 |   |  |
| Booth A Unit                      | Ivan S. Booth, a single man  | J. Fred Hambright                        | 8/8/2008   | 30-30S-17W  | N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30                  | Kiowa   | <b>&amp;</b> | 20   | 2252 | de l'antoni   |  |
| Booth A Unit                      | Barbara Y. Ranney and Lynn<br>Ranney, her husband                          | J. Fred Hambright                        | 8002/8/8   | M.ZT-S0E-0E | N2 of 30-305-17W, except the North 40 acres of West 2/3rds of section 30                  | Klowa   | KS           | 20   | 2266 |   |  |
| Booth A Unit                      | Betty Dirks and Keith Dirks,<br>wife and husband                           | J. Fred Hambright                        | 8/8/2008   | 30-305-17W  | N2 of 30-305-17W, except the North 40 acres of West 2/3rds of section 30                  | Kiowa   | KS           | 20   | 2270 | La de la decembra de |  |
| Churchman Bible #1, #2, #3, #5 #7 | Churchman E. Bible and Phoebe M. Bible, his wife                           | Alden W. Foster                          | 7/13/1934  | 15-31S-35W  | ΑII   | Stevens | KS           | 7    | 179  | 1.00000000  | 0.86500000   |
| Copeland #3 & #8                  | Copeland Kids Partnership,<br>L.L.P. James D. Copeland,<br>General Partner | Michael A. Davignon                      | 5/1/2001   | 19-95-20W   | SW4, S2NW4  | Rooks   | KS           | 312  | 680  | 1.00000000  | 0.80250000   |
| Cory #1 & #2                      | Corey D. Johnson and Joanne<br>C. Johnson, husband and wife                | Great Eastern Energy & Development Corp. | 4/23/2007  | 8-7S-21W    | NE4   | Graham  | KS           | 227  | 840  | 1.00000000  | 0.84500000   |
| Cromb A-2 & B-2                   | A. I Cromb, as AIF for A. H.<br>Cromb                                      | Stanolind Oil and Gas                    | 12/19/1942 | 1-13S-21W   | Insofar as Icase<br>covers the W2E2,<br>E2NE4NE4,<br>S2SE4NE4, NE4SE4<br>and the N2SE4SE4 | Trego   | ₹S           | M    | 48   | 1.00000000  | 0.81031240   |
| Cromb A-2 & B-2                   | Ed J. Robers, et ux  | Stanolind Oil and Gas<br>Company         | 1/18/1943  | 1-13S-21W   | Insofar as lease covers the WZEZ, EZNE4NE4, SZSE4NE4, NE4SE4 and the NZSE4SE4             | Trego   | S            | MM   | 51   |   |  |

Exhibit "A - 1"
Sale from TexKan Resources, LLC to Gore, LLC

|                 |                          |                                  |            |           |   |        |       |          |      | Morking  |                  |
|-----------------|--------------------------|----------------------------------|------------|-----------|---|--------|-------|----------|------|----------|------------------|
| Lease Name      | Lessor                   | Lessee                           | Lease Date | S-T-R     | Description   | County | State | Book     | Page | interest | Net Revenue Int. |
| Cromb A-2 & B-2 | Bonus Oil Company        | Stanolind Oil and Gas<br>Company | 1/18/1943  | 1-135-21W | Insofar as lease<br>covers the W2E2,<br>EZNE4NE4,<br>S2SE4NE4, NE4SE4<br>and the N2SE4SE4 | Trego  | К     | MM       | 52   |          |                  |
| Cromb A-2 & B-2 | E. R. Cave, et ux        | Stanolind Oil and Gas<br>Company | 1/18/1943  | 1-135-Z1W | Insofar as lease<br>covers the W2E2,<br>E2NE4NE4,<br>S2SE4NE4, NE4SE4<br>and the N2SE4SE4 | Trego  | ₹S    | MM       | 53   |          |                  |
| Cromb A-2 & B-2 | Ray Shaw, et ux          | Stanolind Oil and Gas<br>Company | 2/5/1943   | 1-135-21W | Insofar as lease<br>covers the W2E2,<br>E2NE4NE4,<br>S2SE4NE4, NE4SE4<br>and the N2SE4SE4 | Trego  | S     | MIM      | 54   |          |                  |
| Gromb A-2 & B-2 | A. G. Hardman, et ux     | Stanolind Oil and Gas<br>Company | 2/3/1943   | 1-135-ZIW | Insofar as loase<br>covers the W2E2,<br>E2NE4NE4,<br>S2SE4NE4, NE4SE4<br>and the NZSE4SE4 | Trego  | KS.   | Z        | ស    |          |                  |
| Cromb A-2 & B-2 | Forrest Cave, et ux      | Stanolind Oil and Gas<br>Company | 2/9/1943   | 1-135-21W | Insofar as lease<br>covers the W2E2,<br>E2NE4NE4,<br>S2SE4NE4, NE4SE4<br>and the N2SE4SE4 | Trego  | ₹S    | <u> </u> | 56   |          |                  |
| Cromb A-2 & B-2 | E. C. Garrison, et ux    | Stanolind Oil and Gas            | 2/3/1943   | 1-135-21W | Insofar as lease<br>covers the W2E2,<br>E2NE4NE4,<br>S2SE4NE4, NE4SE4<br>and the N2SE4SE4 | Trego  | κς    | MM       | 57   |          |                  |
| Cromb A-2 & B-2 | Christian F. Nies, et al | Stanolind Oil and Gas<br>Company | 2/26/1943  | 1-135-21W | Insofar as lease covers the W2EZ, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4             | Trego  | KS    | MM       | 65   |          |                  |

Exhibit "A - 1"
Sale from TexKan Resources, LLC to Gore, LLC

| 0.81031250       | 1,00000000  | 99   | 40   | KS .     | Ellis  | N2NW4   | 20-11S-17W | 5/13/1939  | Champlin Refining Co.                    | C. M. Hadley, a single man, et al   | Hadley D3, D4, DS & D11       |
|------------------|-------------|------|------|----------|--------|---|------------|------------|--|---|-------------------------------|
|                  |             | 370  | 135  | KS.      | Ellis  | 52NW4   | 20-115-17W | 10/26/1954 | S. J. Peavey and J. Harlan<br>Miller     | Hadley Memorial Hospital Inc. S. J. Peavey and J. Harlan a Corporation of Hays KS Miller    | Hadley A3 & A4                |
| 0.7596680        | 0.93750000  | 78   | 129  | KS       | Ellis  | S2NW4   | 20-11S-17W | 3/5/1954   | S. J. Peavey and J. Harlan<br>Miller     | Hadley Memorial Hospital Inc. S. J. Peavey and J. Harlan<br>a Corporation of Hays KS Miller | Hadley A3 & A4                |
| 0.75562500       | 1.00000000  | 142  | ~    | Š        | Trego  | insofar as lease<br>covers E2   | 36-125-21W | 10/4/1935  | York State Oil Company                   | Percy V. Gugler, et al  | Gugler 31 & B10               |
| 0.82500000       | 1.00000000  | 675  | 200  | 3        | Graham | NE4   | 4-75-21W   | 2/1/2002   | Great Eastern Energy & Development Corp. | Colby J. Greving and Cher R. Greving, husband and wife                                      | Greving #2 & #4               |
| 0.82500000       | 1,00000000  | 673  | 200  | S        | Graham | SW4   | 4-7S-21W   | 2/1/2002   | Great Eastern Energy & Development Corp. | Colby J. Greving and Cher R. Greving, husband and wife                                      | Greving #1 & #3               |
|                  |             | 591  | 237  | ద        | Graham | 5W4   | 28-9S-21W  | 12/17/2008 | Clipper Energy, 11C                      | Orville L. Dodson and Melba I.<br>Dodson, husband and wife                                  |                               |
| 0.86500000       | 1.00000000  | 971  | 236  | G        | Graham | SW4   | 28-95-21W  | 12/17/2008 | Clipper Energy, LLC                      | Lemoyne Dodson and Arlene<br>Dodson, husband and wife                                       | Dodsor #1 & #2                |
| 0.81850000       | 1.00000000  | 146  | 195  | KS       | Graham | NE4   | 33-9S-21W  | 8/1/2000   | Michael A. Davignon                      | Milfred and Norma Jean DeYoung  | DeYoung #1, #2, #3, #4, #5 #7 |
| 0.83765625       | 1.000000000 | 541  | 14   | ß        | Norton | SE4, NE4SW4   | 26-55-21W  | 12/18/1957 | D. G. Hansen                             | F. M. Dedrick and Ella<br>Goldean Dedrick, his wife   | Dedrick #1                    |
|                  |             | 72   | MM   | ΚS       | Trego  | and the N2SE4SE4  | 1-13S-21W  | 3/2/1943   | Company                                  | Ophelia Lamer, et al  | Cromb A-2 & B-2               |
|                  |             |      |      |          |        | Insofar as lease<br>covers the W2EZ,<br>E2NE4NE4,<br>S2SE4NE4, NE4SE4                     |            |            | Stanolind Oil and Gas                    |   |                               |
|                  |             | 70   | MM   | ΣS.      | Trego  | Insofar as lease<br>covers the WZEZ,<br>E2NE4NE4,<br>S2SE4NE4, NE4SE4<br>and the NZSE4SE4 | 1-135-21W  | 1/28/1943  | Stanolind Oil and Gas<br>Company         | B. J. Lempenau  | Cromb A-2 & B-2               |
|                  |             | 64   | MM   | <b>ζ</b> | Trego  | insofar as lease<br>covers the WZE2,<br>E2NE4NE4,<br>S2SE4NE4, NE4SE4<br>and the NZSE4SE4 | 1-135-21W  | 2/23/1943  | Stanolind Oil and Gas<br>Company         | J. W. Nicholson, et ux  | Gromb A-2 & B-2               |
| Net Revenue Int. | Interest    | Page | Book | State    | County | Description   | S-T-R      | Lease Date | Lessee                                   | Lessor  | Lease Name                    |
|                  | Working     |      |      |          |        |   |            |            |  |   |                               |

Exhibit "A - 1" Sale from TexKan Resources, LLC to Gore, LLC

| 0.83500000       | 1.00000000          | 307  | 206  | Š         | Graham | NW4         | 25-65-21W  | 5/16/2003  | Michael A. Davignon                      | Mid-American Oil Co.  | Mid American #1 & #2    |
|------------------|---------------------|------|------|-----------|--------|-------------|------------|------------|--|---|-------------------------|
| 0.83500000       | 1.00000000          | 496  | 222  | KS        | Graham | NE4         | 15-75-21W  | 8/9/2006   | Great Eastern Energy & Development Corp. | Nell Hoisman and Bobbie   | Lee #1                  |
| 0.83500000       | 1.00000000          | 380  | 202  | ß         | Graham | SW4         | 14-75-21W  | 6/28/2002  | Great Eastern Energy & Development Corp. | Wilbur Kenyon Family Trust,<br>Carroll Kenyon, Trustee  | Kenyon#1                |
| 0.86500000       | 1.00000000          | 398  | 157A | S         | Norton | NE4, E2NW4  | 26-55-21W  | 10/10/2008 | Clipper Energy, LLC                      | Marcus G. Kemper and Michael J. Kemper, Trustees of the John Kemper Marital Trust UTI John Kemper Rev. Lvg. Trust 10/30/91, et al | Kemper #1               |
|                  |                     | 631  | 202  | ã         | Graham | SE4         | 25-7S-21W  | 6/26/2002  | Great Eastern Energy & Development Corp. | The Vernon E. Jacobs<br>Revocable Trust, Gladys M.<br>Jacobs, Trustee   | Jones Urit              |
| 0.83500000       | 1.00000000          | 191  | 203  | S         | Graham | NE4         | 25-7S-21W  | 6/26/2002  | Great Eastern Energy & Development Corp. | Dorothy Jones Estate, Robert S. Atkisson, Executor  | Jones Urit              |
| 0.83500000       | 1.00000000          | 760  | 201  | ß         | Graham | NW4         | 26-65-21W  | 5/15/2002  | Great Eastern Energy & Development Corp. | Loren Johnson and Mary<br>Johnson, husband and wife   | Johnson L-1             |
| 0.83500000       | 1.00000000          | 838  | 211  | rs.       | Graham | NE4         | 26-65-21W  | 5/15/2004  | Great Eastern Energy & Development Corp. | Loren Johnson and Mary<br>Johnson, husband and wife   | Johnson A-1             |
|                  |                     | 819  | 211  | ሯ         | Graham | SE4         | 28-65-21W  | 5/16/2004  | Great Eastern Energy & Development Corp. | The Gladys M. Jacobs<br>Revocable Trust, Vernon E.<br>Jacobs, Trustee   | Jacobs #1               |
| 0.83500000       | 1.00000000          | 821  | 211  | 3         | Graham | NE4         | 28-65-21W  | 5/16/2004  | Great Eastern Energy & Development Corp. | The Gladys M. Jacobs<br>Revocable Trust, Vernon E.<br>Jacobs, Trustee   | Jacobs #1               |
| 0.60957015       | 0.79687500          | 193  | 141  | KS        | Barber | SE4         | 22-335-13W | 10/22/1971 | Bernard W. Lounsbury                     | Elmer E. Holmes and Barbara<br>M. Holmes, his wife  | Holmes #1               |
| 0.80250000       | 1.00000000          | 679  | 311  | <b>TS</b> | Rooks  | SW4         | 18-95-18W  | 3/1/2001   | Micheal A. Davignon                      | Blanch A. Hilgers Revocable Trust and Jack E. Hilgers Revocable Trust, Steven Hilgers Successor Trustee                           | Hilgers #1              |
| 0.86500000       | 1.000000000         | 209  | 685  | র         | Ellis  | SW4         | 20-115-17W | 10/12/2007 | J. Fred Hambright                        | The Hadley Foundation, Inc. a<br>Kansas non-for-profit<br>Corporation   | Hadley J                |
|                  |                     | 321  | 143  | KS        | Ellis  | N2NW4       | 20-115-17W | 5/17/1955  | S. J. Peavey and J. Harlan<br>Miller     | Hadley Memorial Hospital Inc. S. J. Peavey and J. Harlan a Corporation of Hays KS Miller  | Hadley D3, D4, D5 & D11 |
| Net Revenue Int. | Working<br>Interest | Page | Book | State     | County | Description | S-T-R      | Lease Date | Lessee                                   | Lessor  | Lease Name              |

Exhibit "A - 1"
Sale from TexKan Resources, LLC to Gore, LLC

|  |   |                         | pale ironi ie               | xvall vesource | Sale I oil Texpall Resources, Etc to Gole, Etc |  |       |      |       |                            | -  |
|--|---|-------------------------|-----------------------------|----------------|--|--|-------|------|-------|----------------------------|--|
| l care Name  | i occor   |                         | lassa Pata                  | C T D          | Description                                    | County                                 | State | Rook | Dage  | Working<br>Interest        | Net Revenue Int.   |
| rease waite  | ressol  | ressee                  | בבמסב המוכ                  | 3-1-17         | Description                                    | County                                 | 0,000 | 1    | , 500 |                            |  |
|  | Gary E. Mulder as Alf for                               |                         |                             |                |  |  |       |      |       |                            |  |
|  | Darrell R. Mulder, a single                             |                         |                             |                |  |  |       |      |       |                            | 1  |
| Mulder #1  | man   | J. Fred Hambright       | 9/19/2007                   | 27-55-21W      | S2SE4  | Norton                                 | κs    | 151A | 71    | 1.00000000                 | 0,86500000   |
| Parker I Init #1   | Illene Emery, a widow                                   | Great Eastern Energy &  | £00 <i>C/</i> 1 <i>C/</i> 1 | /N1C-39-9E     | N2SF4. SW4SF4                                  | Graham                                 |       | 204  | 767   | 1.00000000                 | 0.8350000  |
| Parker Unit #1   | Mid-American Oil Co.                                    | Michael A. Davignon     | 5/29/2003                   | 36-65-21W      | NE4  | Graham                                 | 3     | 206  | 305   |                            |  |
| TO THE PROPERTY OF THE PROPERT |   | Great Eastern Energy &  |                             |                |  |  |       |      |       |                            |  |
| Parker Unit #1   | Silas E. Ratcliffe, a single man                        | Development Corp.       | 1/21/2003                   | 36-6S-21W      | NE4  | Graham                                 | જ     | 204  | 771   |                            |  |
|  | Sempra Energy Production                                |                         |                             |                |  |  |       |      |       |                            |  |
| Parker Unit #1   | Company   | Michael A. Cavignon     | 7/6/2003                    | 36-6S-21W      | NE4  | Graham                                 | ζS    | 206  | 670   |                            |  |
|  | Harold Parker and Fern                                  | Great Eastern Energy &  |                             |                |  |  |       |      |       |                            |  |
| Parker Unit #1   | Parker, husband and wife                                | Development Corp.       | 5/15/2002                   | 36-6S-21W      | NW4  | Graham                                 | š     | 201  | 772   |                            | The state of the s |
| •  | Harold Parker and Fern                                  | Great Eastern Energy &  |                             |                |  | i                                      | ;     |      |       |                            |  |
| Parker One #1  | Parker, nespand and whe                                 | Development corp.       | 7007/51/5                   | 30-65-21W      | 2004   | Granam                                 | 2     | 107  | /00   |                            |  |
| Peavey A-4 and A-11  | Everal A. Peavey, et ux, et al                          | Harold W. Patton        | 12/6/1955                   | 19-11S-17W     | NE4  | Ellis                                  | ĸs    | 148  | 415   | 1.00000000                 | 0.81031250   |
| Pfannenstiel #1 and #2   | Edward M. Pfannenstile and Doris Pfannenstiel, his wife | J. Fred Hambright       | 11/10/1981                  | 21-145-18W     | NW4  | Ellis                                  | ß     | 318  | 17    | 0.64906165                 | 0.52582735   |
|  | Wanda Tyner Trust, Wanda                                |                         |                             |                |  |  |       |      |       |                            |  |
|  | Jones Trust, Wanda Tyner,                               | Great Eastern Energy &  |                             |                |  |  |       |      |       |                            |  |
| Pozas #1, #2 & #3  | Trustee   | Development Corp.       | 7/2/2002                    | 14-75-21W      | . E2SE4  | Graham                                 | KS    | 203  | 105   | 1.00000000                 | 0.83500000   |
|  | Gary E. Kenyon Trust, Gary E.                           | Great Eastern Energy &  |                             |                |  |  |       |      |       |                            |  |
| Pozas #1, #2 & #3  | Kenyon, Trustee   | Development Corp.       | 6/28/2002                   | 14-75-21W      | S2NE4, W2SE4                                   | Graham                                 | KS    | 207  | 189   | - Hardware - Transcription | The state of the s |
|  | Indenture of Trust of Ivan R.                           | Great Eastern Energy &  |                             |                |  |  |       |      |       |                            |  |
| Pozas #1, #2 & #3  | Kenyon, Gary Kenyon, Trustee Development Corp.          | Development Corp.       | 6/28/2002                   | 14-75-21W      | S2NE4, W2SE4                                   | Graham                                 | KS    | 202  | 473   |                            |  |
|  | Henry L. Pozas and Marilyn K.                           |                         |                             | ï              |  |  |       |      |       |                            |  |
| ,  | r Ozas, mastees of the rozas                            | Cieat Eastern Circley & |                             |                |  |  | į     | :    |       |                            |  |
| Pozas #1, #2 & #3  | ramily Trust  | Development Corp.       | 6/28/2003                   | 14-75-21W      | SZNE4, WZSE4                                   | Graham                                 | ĸs    | 206  | 808   |                            |  |
|  | Lawrance Richards and Edna                              | 1                       |                             |                | N2, SW4 of Sec. 28 &                           |  | •     |      | 2     |                            | 2 40000  |
| CHAINE THE OWN   | o. Nicilaido, illa wille                                | Dollaio C. Sidwson      | 1/61/17/9                   | 28, 33-165-29W | NZ 01 360, 33                                  | Lane                                   | 7.0   | 1.0  | 404   | 0,300000                   | 0.40005447   |
| Schneider #1   | woman   | Climper Energy 110      | 9005/05/9                   | 27.55-24147    | MONEA NOCEA                                    | North                                  | Š     | 1560 | 420   | 1 0000000                  | 0.8233333  |
| The second secon | SSS Hunting Club 1.1.C. 1im                             | Great Factorn Energy &  |                             |                |  | ************************************** |       |      |       |                            |  |
| SSS Hurting Club #1 & #3   | L.  | Development Corp.       | 2/12/2003                   | 27-85-20W      | SW4  | Rooks                                  | S     | 328  | 214   | 1.00000000                 | 0.81500000   |
|  |   |                         |                             |                |  |  |       |      |       |                            |  |

Exhibit "A - 1" Sale from TexKan Resources, LLC to Gore, LLC

|                         | Wasinger A1, A2, A5 |                    | Voss A-1  | VanDuvat #1 & #2   | VanDuvall #1 & #2 |                        | VanDuval #1 & #2                         | VanDuva f #1 & #2        |  | VanDuva ! #1 & #2     |                        | Vacek#1                 | Agcek a T           |                            | Vacek #1            |                              |  | Stephens B-1                                       | States Vehige #1                         | States Vehige #1  |                        | States Vehige #1  | And the second s | States #1                                   | Shaw #1                 |                          |                            |                          | Lease Name       |         |
|-------------------------|---------------------|--------------------|---|--|-------------------|------------------------|--|--------------------------|--|-----------------------|------------------------|-------------------------|---------------------|----------------------------|---------------------|------------------------------|--|--|--|-------------------|------------------------|-------------------|--|---|-------------------------|--------------------------|----------------------------|--------------------------|------------------|---------|
| her husband her husband | B. Anderson         |                    | Roy L. Voss and Marilys K. Voss, husband and wife | Vernon V. VanDuvall  | Orlo VanDuvall    |                        | Ernestine VanDuvall, a widow             | Nevins, husband and wife | LeRoy Nivens and Joetta B.   | Novella Hare, a widow |                        | Woods, husband and wife | person              | Kenneth D. Woods, a single | for Evelyn A. Vacek | person, and as Agent and Alf | Howard R. Vacek, a single  | Pakkebeir Farms, LLC, Harvey<br>Pakkebeir, Partner | Agnes L. Vehige                          | Cheryl Scott      |                        | States Ag, L.P.   |  | States AG, L. P.                            | husband and wife        | Jack G. and Dawn Foster, | Foster, husband and wife & | Larry G. Foster and Ruth | Lessor           |         |
| , Cities Service Oil    |                     | Cities Service Oil | Baird Oil Company, LLC                            | Great Eastern Energy & Development Corp.   | Development Corp. | Great Eastern Energy & | Great Eastern Energy & Development Corp. | Development Corp.        | Great Eastern Energy &   | Development Corp.     | Great Eastern Energy & | Clipper Energy, LLC     | Clipper Energy, LLC |                            | Clipper Energy, LLC |                              |  | Great Eastern Energy & Development Corp.           | Great Eastern Energy & Development Corp. | Development Corp. | Great Eastern Energy & | Development Corp. | Great Eastern Energy &   | Great Eastern Energy &<br>Development Corp. | Texkan Exploration, LLC |                          |                            |                          | Lessee           |         |
| 6/24/1946               | 6/14/1946           |                    | 10/29/2005  | 6/26/2002  | 6/26/2002         |                        | 2/19/2003                                | 6/26/2002                |  | 2/19/2003             |                        | 6/30/2008               | 6/30/2008           |                            | 6/30/2008           |                              |  | 6/23/2003  | 6/10/2002                                | 6/10/2002         |                        | 6/6/2002          |  | 5/26/2004                                   | 9/25/2011               |                          |                            |                          | Lease Date       |         |
| 21-115-18W              | 21-11S-18W          |                    | 9-6S-21W  | 26-75-21W  | 26-75-21W         |                        | 26-75-21W                                | 26-75-21W                |  | 26-75-21W             |                        | 9-16S-10W               | 9-16S-10W           | ,                          | 9-16S-10W           |                              |  | 18-5S-21W  | 25-65-21W                                | 25-65-21W         |                        | 24-65-21W         |  | 35-65-21W                                   | 7-95-21W                |                          |                            |                          | S-T-R            |         |
| SW4                     | SW4                 |                    | NW4   | SE4  | SE4               |                        | SE4                                      | SE4                      |  | SE4                   |                        | NW4                     | NW4                 |                            | NW4                 |                              |  | SW4  | NE4                                      | NE4               |                        | SE4               |  | SW4   | NW4                     |                          |                            |                          | Description      |         |
|                         | Ellis               |                    | Graham  | Graham   | Graham            |                        | Graham                                   | Graham                   |  | Graham                |                        | Ellsworth               | Ellsworth           |                            | Ellsworth           |                              |  | Norton   | Graham                                   | Graham            |                        | Graham            |  | Graham                                      | Graham                  |                          | •                          |                          | County           |         |
| ŝ                       | ĸ                   |                    | S   | KS   | ĸs                |                        | 3  | KS                       |  | S                     |                        | 3                       | κs                  |                            | KS                  |                              |  | Š  | ĸs                                       | 22                |                        | KS                |  | <u></u>                                     | š                       |                          |                            |                          | State            |         |
| 58                      | 58                  |                    | 218   | 202  | 202               |                        | 204                                      | 202                      |  | 205                   |                        | 109                     | 109                 |                            | 109                 |                              |  | 131A   | 202                                      | 202               |                        | 202               |  | 210   | 252                     |                          |                            |                          | Book             |         |
| 75                      | 79                  |                    | 336   | 637  | 477               |                        | 945                                      | 461                      |  | 192                   |                        | 640                     | 644                 |                            | 648                 |                              |  | 176  | 247                                      | 469               |                        | 263               |  | 731   | 467                     |                          |                            |                          | Page             |         |
|                         | 1.00000000          |                    | 1.00000000  |  |                   |                        |  |                          |  | 1.00000000            |                        |                         |                     |                            | 1.00000000          |                              | The state of the s | 1.00000000   |  |                   |                        | 1.000000000       |  | 1.00000000                                  | 0.95000000              |                          |                            |                          | Interest         | Working |
|                         | 0.84500000          |                    | 0.83500000  | The state of the s |                   |                        |  | 1                        | With a state of the state of th | 0.83500000            |                        |                         |                     |                            | 0.84937500          |                              |  | 0.81500000   |  |                   |                        | 0.83500000        |  | 0.83375000                                  | 0.84000000              |                          |                            |                          | Net Revenue Int. |         |

Exhibit "A - 1"
Sale from TexKan Resources, LLC to Gore, LLC

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|  | 15-15-17-17-1 |      |      |       |        |  |                   |                 | MARIN MARIANTANA MARINA |  | The state of the s |
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|  |               |      |      |       |        |  |                   |                 |  | AND A MINISTER OF THE PROPERTY | ·  |
|  |               |      |      |       |        |  |                   |                 |  |  |  |
|  |               | 389  | 64   | KS    | Ellis  | NE4  | 28-11S-18W        | 6/6/1947        | Shell Oil Company, Inc.  | Wasinger, a widower, et al   | C15 & C16  |
|  |               |      |      |       |        | -  |                   |                 |  | F. S. Wasinger aka Frank S,  | Wasinger C1, C2, C3, C4, C5, C6,<br>C7, C8, C9, C10, C11, C12, C13, C14, F. S. Wasinger aka Frank S.   |
| 0.84500010   | 1.00000000    | 736  | 444  | KS    | Ellis  | NE4  | 28-11S-18W        | 12/2/1997       | Kaiser-Francis Oil Co.   | Lario Oil & Gas Company  | C15 & C16  |
|  |               |      |      |       | •      |  |                   |                 |  |  | C7, C8, C9, C10, C11, C12, C13, C14,   |
|  |               | 77   | 58   | ī     | Elis   | SW4  | 12-115-18W        | 6/20/1946       | Company  | Olga Jones Willis, a widow   | Wasinger A1, A2, A5  |
|  |               |      |      |       |        |  |                   |                 | Cities Service Oil   |  |  |
|  |               | 88   | 58   | 2     | Ellis  | SW4  | 21-115-18W        | 6/20/1946       | Company Company  | H. L. Whitside, single   | Wasinger A1, A2, A5  |
| 1  |               | ò    | S    | 2     | EIIS   | 24445  | 71-115-18W        | 6/14/1946       | company  | et a)  | Wasinger A1, A2, A5  |
|  |               | \$   | 7    | 5     | 1      |  |                   |                 | Cities Service Oil   | Frank S. Wasinger, a widower, Cities Service Oil   |  |
|  |               | 73   | 58   | ĸs    | ENIS   | SW4  | 21-115-18W        | 6/14/1946       | Company  | her husband  | Wasinger A1, A2, A5  |
|  |               |      |      |       |        |  |                   |                 | Cities Service Oil   | Mary Kippes and J.C. Kippes,   |  |
| Net Revenue Int.   |               | Page | Book | State | County | Description  | S-T-R             | Lease Date      | Lessee   | Lessor   | Lease Name   |
|  | Working       |      |      |       | - 10   |  |                   |                 |  |  |  |
|  |               |      |      |       |        | שוב ווסומו ופאומוו ואפטסטוכנט, בבכ נס סטיב, בבכ  | אומוו ואפטטטו ככט | Calc ii Ciii 10 |  |  |  |