

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
April 2019  
Form must be Typed  
Form must be Signed  
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,  
MUST be submitted with this form.

Check applicable boxes:

- Oil Lease: No. of Oil Wells \_\_\_\_\_ \*\*
- Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*
- Gas Gathering System: \_\_\_\_\_
- Saltwater Disposal Well - Permit No.: \_\_\_\_\_  
Spot Location: \_\_\_\_\_ feet from  N /  S Line  
\_\_\_\_\_ feet from  E /  W Line
- Enhanced Recovery Project Permit No.: \_\_\_\_\_  
Entire Project:  Yes  No  
Number of Injection Wells \_\_\_\_\_ \*\*

Field Name: \_\_\_\_\_

**\*\* Side Two Must Be Completed.**

Effective Date of Transfer: \_\_\_\_\_

KS Dept of Revenue Lease No.: \_\_\_\_\_

Lease Name: \_\_\_\_\_

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ R. \_\_\_\_  E  W

Legal Description of Lease: \_\_\_\_\_

County: \_\_\_\_\_

Production Zone(s): \_\_\_\_\_

Injection Zone(s): \_\_\_\_\_

Surface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Type of Pit:  Emergency  Burn  Settling  Haul-Off  Workover  Drilling

Past Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Past Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

New Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

New Operator's Email: \_\_\_\_\_

Oil / Gas Purchaser: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Permit No.: \_\_\_\_\_ . Recommended action: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature

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

permitted by No.: \_\_\_\_\_ .

Date: \_\_\_\_\_

Authorized Signature

DISTRICT \_\_\_\_\_ EPR \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_

Side Two

**Must Be Filed For All Wells**

KDOR Lease No.: \_\_\_\_\_

\* Lease Name: \_\_\_\_\_ \* Location: \_\_\_\_\_

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

A separate sheet may be attached if necessary.

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

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2021

Form Must Be Typed

Form must be Signed

All blanks must be Filled

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

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

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

OPERATOR: License # \_\_\_\_\_

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Well Location:

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West

County: \_\_\_\_\_

Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

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

**Surface Owner Information:**

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

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

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

**Select one of the following:**

- I certify that, pursuant to the Kansas Surface Owner Notice Act (see Chapter 55 of the Kansas Statutes Annotated), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

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

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

Date: \_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_ Title: \_\_\_\_\_

## 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 Texas limited liability company (“Seller”), and GORE, LLC, a Kansas limited liability company (“Buyer”). Seller and Buyer may hereinafter be occasionally referred to individually as a “party” and collectively 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 Purchase and Sale of Assets. 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 “Assets”)(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 Article 1 (each, a “Lease” and collectively, the “Leases”), 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 Article 2 (“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 Effective Time. The Assets shall be purchased, sold, transferred, assigned and conveyed effective as of the beginning of the day on August 1, 2022 ("Effective Time").

1.3 Purchase Price. As consideration for the Assets, at Closing Buyer shall pay to

## Article 2 Adjustments

2.1 Proportionate Reduction. 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 “net revenue interest” or “NRI”) as tabulated on Article 1. 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 Article 1. 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.

2.2 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 Taxes. 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, “Taxes”) 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 Settlement Statement. At least three (3) days prior to Closing, Seller will deliver to Buyer a settlement statement prepared in accordance with this Agreement (“Settlement Statement”), 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 Due Diligence. Buyer shall have until August 1, 2022, ("Due Diligence Period") to conduct such due diligence as Buyer deems necessary in order to satisfy itself concerning condition of and title to the Assets.

3.2 Records of Seller. 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 Inspections. 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 Termination. 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 Representations and Warranties of Seller. 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 Representations and Warranties of Buyer. 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 Operations Pending Closing. 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.

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

5.2 Conditions to Closing. 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 Deliverables—Seller. 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 Deliverables—Buyer. At Closing, Buyer shall deliver to Seller the Purchase Price, as adjusted per the terms of Article 2.

5.5 Transfer of Operations. 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 Termination. 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 Recitals; 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 Governing Law; Forum Selection. 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 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6.5 Further Assurances. 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 Notices. 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: Don Wood  
3501 Faudree Rd.  
Odessa, Texas 79765  
donw@woodres.net  
(432) 638-4595

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

6.7 Interpretation. 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 Counterparts. 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 Survival. 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 Assignment. This Agreement may be assigned by Seller only upon the prior written consent of Buyer.

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

Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page	Working Interest	Net Revenue Int.
Alan #1	Stares Ag, L.P.	Great Eastern Energy & Development Corp.	5/22/2006	24-6S-21W	W2SW4	Graham	KS	221	408	1.00000000	0.8350000
Alexander #1, #2, #3, #5	A. Gillian Alexander, a single man and Sharon Rose Dowdell, a single woman	Great Eastern Energy & Development Corp.	5/28/2002	25-7S-21W	NW4	Graham	KS	201	824	1.00000000	0.8250000
Alexander #1, #2, #3, #5	A. Gillian Alexander, a single man and Sharon Rose Dowdell, a single woman	Great Eastern Energy & Development Corp.	5/28/2002	25-7S-21W	N2SW4	Graham	KS	201	834		
Alexander #4	A. Gillian Alexander, a single man and Sharon Rose Dowdell, a single woman	Great Eastern Energy & Development Corp.	5/28/2002	26-7S-21W	N2NE4	Graham	KS	201	822	1.00000000	0.8250000
Alexander-Dowdell	A. Gillian Alexander, a single man and Sharon Rose Dowdell, a single woman	Great Eastern Energy & Development Corp.	5/28/2002	23-7S-21W	SE4NW4, S2NE4	Graham	KS	201	828	1.00000000	0.8250000
Alexander-Dowdell	Michael Kountz and Sharon Dowdell Kountz, husband and wife	Great Eastern Energy & Development Corp.	4/25/2007	24-7S-21W	SW4NW4	Graham	KS	226	672		
Alexander-Dowdell	Jerome and Teresa Benoit, husband and wife	Great Eastern Energy & Development Corp.	2/4/2003	6-8S-20W	NW4	Rooks	KS	328	98	1.00000000	0.81450000
Benoit #1	John and Mary Benoit, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	339	695		
Benoit #1	Steve and Sharl Benoit, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	339	701		
Benoit #1	Tim and Thelma Berland, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	339	693		
Benoit #1	Germaine Birdwell	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	339	376		
Benoit #1	Steve and Sonja Borel, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	343	285		
Benoit #1	Jim and Judi Charbonneau, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	339	697		
Benoit #1	Tom and Sharon Herbers, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	343	291		
Benoit #1	Bob and Lydia Neu, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	339	703		

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

Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page	Working Interest	Net Revenue Int.
Benoit #1	Marvin and Marilyn Skolaut, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	339	699		
Benoit #1	Patrick and Jaclyn Smith, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	343	295		
Benoit #1	Carmella Thyfault, a widow	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	343	287		
Benoit #1	M & C Thyfault Revocable Trust, Carmell Thyfault, Trustee	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	339	378		
Benoit #1	Galen and Sondra Thyfault, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	343	289		
Benoit #1	Jody and Jane Thyfault, husband and wife	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	343	283		
Benoit #1	Paula Thyfault, a single woman	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	343	293		
Benoit #1	Roger Thyfault, a single man	Great Eastern Energy & Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	343	451		
Berland #2	Timothy J. Berland and Theilma R. Berland, Trustees of the Timothy J. Berland Trust did 10/1/98 and Timothy J. Berland and Theilma R. Berland Trustees of the Theilma R. Berland Trust #1	Great Eastern Energy & Development Corp.	7/15/2006	28-7S-21W	SE4	Graham	KS	222	332	1.000000000	0.845000000
Billips Brothers A1, A-2	Lavern Billips and Janet Billips, husband and wife, Lyle Billips and Kappi Billips, husband and wife	Great Eastern Energy & Development Corp.	2/1/2002	3-7S-21W	SE4	Graham	KS	200	725	1.000000000 (A-1) 1.000000000 (A-2)	.835000000 (A-1) .829090900 (A-2)
Billips Brothers B-1	Lavern Billips and Janet Billips, husband and wife, Lyle Billips and Kappi Billips, husband and wife	Great Eastern Energy & Development Corp.	2/1/2002	10-7S-21W	NE4	Graham	KS	200	666	1.000000000	0.835000000
Billips Brothers B-2	Lavern Billips and Janet Billips, husband and wife, Lyle Billips and Kappi Billips, husband and wife	Great Eastern Energy & Development Corp.	2/1/2002	3-7S-21W	SW4	Graham	KS	200	660	1.000000000	0.835000000

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

Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page	Working Interest	Net Revenue Int.
Billips Brothers B-3	Lavern Billips and Janet Billips, husband and wife, Lyle Billips and Kapri Billips, husband and wife	Great Eastern Energy & Development Corp.	2/1/2002	3-7S-21W	NE4	Graham	KS	200	668	1.00000000	0.83500000
Booth Unit	Ivan Booth, a single man, individually and as Administrator of the Estate of Effie Booth, deceased, et al	J. Fred Hambricht	11/23/1972	19-30S-17W	W2, W2SE4, SE4SE4, SW4NE4	Kiowa	KS	12	620	0.8906250	0.69681750
Booth Unit	Ivan Booth, a single man, individually and as Administrator of the Estate of Effie Booth, deceased, et al	J. Fred Hambricht	11/23/1972	29, 30-30S-17W	W2W2 Sec. 29 and the N2 and SE4 of Sec. 30	Kiowa	KS	12	615		
Booth Unit	Florence C. Weinhold and Leo C. Weinhold, her husband	J. Fred Hambricht	11/17/1972	24-30S-18W	NE4	Kiowa	KS	12	637		
Booth Unit	Florence C. Weinhold and Leo C. Weinhold, her husband	J. Fred Hambricht	11/17/1972	24-30S-18W	SE4	Kiowa	KS	12	631		
Booth A Unit	Patricia Jean Snyder and Neil Timmer, her husband	J. Fred Hambricht	8/8/2008	30-30S-17W	N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30	Kiowa	KS	20	2247	1.00000000	0.80250000
Booth A Unit	Roberta J. Snyder, a single woman	J. Fred Hambricht	8/8/2008	30-30S-17W	N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30	Kiowa	KS	20	2248		
Booth A Unit	Mike Snyder a/k/a Carl M. Snyder and Guyreth Snyder, husband and wife	J. Fred Hambricht	8/8/2008	30-30S-17W	N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30	Kiowa	KS	20	2249		
Booth A Unit	L. Donald Booth and Mary Jane Booth, husband and wife	J. Fred Hambricht	8/8/2008	30-30S-17W	N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30	Kiowa	KS	20	2250		



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

Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page	Working Interest	Net Revenue Int.
Booth A Unit	Amy C. Kling, a single person	J. Fred Hambricht	8/8/2008	30-30S-17W	N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30	Kiowa	KS	20	2251		
Booth 4 Unit	Ivan S. Booth, a single man	J. Fred Hambricht	8/8/2008	30-30S-17W	N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30	Kiowa	KS	20	2252		
Booth A Unit	Barbara Y. Ramey and Lynn Ramey, her husband	J. Fred Hambricht	8/8/2008	30-30S-17W	N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30	Kiowa	KS	20	2266		
Booth A Unit	Betty Dirks and Keith Dirks, wife and husband	J. Fred Hambricht	8/8/2008	30-30S-17W	N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30	Kiowa	KS	20	2270		
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	All	Stevens	KS	7	179	1.00000000	0.86500000
Copeland #3 & #8	Copeland Kids Partnership, L.L.P., James D. Copeland, General Partner	Michael A. Davignon	5/1/2001	19-9S-20W	SW4, S2N1/4	Rooks	KS	312	680	1.00000000	0.80250000
Cory #1 & #2	Cory D. Johnson and Joanne 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. Cromb	Stanolind Oil and Gas Company	12/19/1942	1-13S-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MMI	48	1.00000000	0.81031240
Cromb A-2 & B-2	Ed J. Robers, et ux	Stanolind Oil and Gas Company	1/18/1943	1-13S-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MMI	51		

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

Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page	Working Interest	Net Revenue Int.
Cromb A-2 & B-2	Bonus Oil Company	Stanolind Oil and Gas Company	1/18/1943	1-135-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	52		
Cromb A-2 & B-2	E. R. Cave, et ux	Stanolind Oil and Gas Company	1/18/1943	1-135-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	53		
Cromb A-2 & B-2	Ray Shaw, et ux	Stanolind Oil and Gas Company	2/5/1943	1-135-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	54		
Cromb A-2 & B-2	A. G. Hardman, et ux	Stanolind Oil and Gas Company	2/3/1943	1-135-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	55		
Cromb A-2 & B-2	Forrest Cave, et ux	Stanolind Oil and Gas Company	2/9/1943	1-135-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	56		
Cromb A-2 & B-2	E. C. Garrison, et ux	Stanolind Oil and Gas Company	2/3/1943	1-135-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	57		
Cromb A-2 & B-2	Christian F. Nies, et al	Stanolind Oil and Gas Company	2/26/1943	1-135-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MM	65		

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

Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page	Working Interest	Net Revenue Int.
Cromb A-2 & B-2	J. W. Nicholson, et ux	Stanolind Oil and Gas Company	2/23/1943	1-135-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MMI	64		
Cromb A-2 & B-2	B. J. Lempenau	Stanolind Oil and Gas Company	1/28/1943	1-135-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MMI	70		
Cromb A-2 & B-2	Ophelia Lamer, et al	Stanolind Oil and Gas Company	3/2/1943	1-135-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	KS	MMI	72		
Dedrick #1	F. M. Dedrick and Ella Goldean Dedrick, his wife	D. G. Hansen	12/18/1957	26-55-21W	SE4, NE4SW4	Norton	KS	14	541	1.00000000	0.83765625
DeYoung #1, #2, #3, #4, #5 #7	Milfred and Norma Jean DeYoung	Michael A. Davignon	8/1/2000	33-95-21W	NE4	Graham	KS	195	146	1.00000000	0.81850000
Dodson #1 & #2	Lemoyne Dodson and Athene Dodson, husband and wife	Clipper Energy, LLC	12/17/2008	28-95-21W	SW4	Graham	KS	236	971	1.00000000	0.86500000
	Orville L. Dodson and Melba I. Dodson, husband and wife	Clipper Energy, LLC	12/17/2008	28-95-21W	SW4	Graham	KS	237	591		
	Colby J. Grewing and Cher R. Grewing, husband and wife	Great Eastern Energy & Development Corp.	2/1/2002	4-7S-21W	SW4	Graham	KS	200	673	1.00000000	0.82500000
Grewing #1 & #3	Colby J. Grewing and Cher R. Grewing, husband and wife	Great Eastern Energy & Development Corp.	2/1/2002	4-7S-21W	NE4	Graham	KS	200	675	1.00000000	0.82500000
Grewing #2 & #4	Percy V. Gugler, et al	York State Oil Company	10/4/1995	36-12S-21W	Insofar as lease covers E2	Trego	KS	Y	142	1.00000000	0.75562500
Gugler 31 & B10	Hadley Memorial Hospital Inc. a Corporation of Hays KS	S. J. Peavey and J. Harlan Miller	3/5/1954	20-11S-17W	S2NW4	Ellis	KS	129	78	0.93750000	0.75966680
Hadley A3 & A4	Hadley Memorial Hospital Inc. a Corporation of Hays KS	S. J. Peavey and J. Harlan Miller	10/26/1954	20-11S-17W	S2NW4	Ellis	KS	135	370		
Hadley A3 & A4	C. M. Hadley, a single man, et al	Champion Refining Co.	5/13/1939	20-11S-17W	N2NW4	Ellis	KS	40	99	1.00000000	0.81031250

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

Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page	Working Interest	Net Revenue Int.
Hadley D3, D4, D5 & D11	Hadley Memorial Hospital Inc. a Corporation of Hays KS	S. J. Peavey and J. Harlan Miller	5/17/1955	20-11S-17W	N2N4	Ellis	KS	143	321		
Hadley J	The Hadley Foundation, Inc. a Kansas non-for-profit Corporation	J. Fred Hambricht	10/12/2007	20-11S-17W	SW4	Ellis	KS	685	209	1.00000000	0.86500000
Hilgers #1	Blanch A. Hilgers Revocable Trust and Jack E. Hilgers Revocable Trust, Steven Hilgers Successor Trustee	Michael A. Davignon	3/1/2001	18-9S-18W	SW4	Rooks	KS	311	679	1.00000000	0.80250000
Holmes #1	Elmer E. Holmes and Barbara M. Holmes, his wife	Bernard W. Lounsbery	10/22/1971	22-33S-13W	SE4	Barber	KS	141	193	0.79687500	0.60957015
Jacobs #1	The Gladys M. Jacobs Revocable Trust, Vernon E. Jacobs, Trustee	Great Eastern Energy & Development Corp.	5/16/2004	28-6S-21W	NE4	Graham	KS	211	821	1.00000000	0.83500000
Jacobs #1	The Gladys M. Jacobs Revocable Trust, Vernon E. Jacobs, Trustee	Great Eastern Energy & Development Corp.	5/16/2004	28-6S-21W	SE4	Graham	KS	211	819		
Johnson A-1	Loren Johnson and Mary Johnson, husband and wife	Great Eastern Energy & Development Corp.	5/15/2004	26-6S-21W	NE4	Graham	KS	211	838	1.00000000	0.83500000
Johnson L-1	Loren Johnson and Mary Johnson, husband and wife	Great Eastern Energy & Development Corp.	5/15/2002	26-6S-21W	NW4	Graham	KS	201	760	1.00000000	0.83500000
Jones Ur-I	Dorothy Jones Estate, Robert S. Attkisson, Executor	Great Eastern Energy & Development Corp.	6/26/2002	25-7S-21W	NE4	Graham	KS	203	191	1.00000000	0.83500000
Jones Ur-I	The Vernon E. Jacobs Revocable Trust, Gladys M. Jacobs, Trustee	Great Eastern Energy & Development Corp.	6/26/2002	25-7S-21W	SE4	Graham	KS	202	631		
Kemper #1	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	Clippner Energy, LLC	10/10/2008	26-5S-21W	NE4, E2NW4	Norton	KS	157A	398	1.00000000	0.86500000
Kenyon #1	Wilbur Kenyon Family Trust, Carroll Kenyon, Trustee	Great Eastern Energy & Development Corp.	6/28/2002	14-7S-21W	SW4	Graham	KS	202	380	1.00000000	0.83500000
Lee #1	Kenneth Holzman and Bobbie Nel Holzman	Great Eastern Energy & Development Corp.	8/9/2006	15-7S-21W	NE4	Graham	KS	222	496	1.00000000	0.83500000
Mid American #1 & #2	Mid-American Oil Co.	Michael A. Davignon	5/16/2003	25-6S-21W	NW4	Graham	KS	206	307	1.00000000	0.83500000

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

Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page	Working Interest	Net Revenue Int.
Mulder #1	Gary E. Mulder as AIF for Darrell R. Mulder, a single man	J. Fred Hambricht	9/19/2007	27-55-21W	S2SE4	Norton	KS	151A	71	1.00000000	0.86500000
Parker Unit #1	Illene Emery, a widow	Great Eastern Energy & Development Corp.	1/21/2003	36-65-21W	N2SE4, SW4SE4	Graham	KS	204	767	1.00000000	0.83500000
Parker Unit #1	Mid-American Oil Co.	Michael A. Davignon	5/29/2003	36-65-21W	NE4	Graham	KS	206	305		
Parker Unit #1	Silas E. Ratcliffe, a single man	Great Eastern Energy & Development Corp.	1/21/2003	36-65-21W	NE4	Graham	KS	204	771		
Parker Unit #1	Sempira Energy Production Company	Michael A. Davignon	7/6/2003	36-65-21W	NE4	Graham	KS	206	670		
Parker Unit #1	Harold Parker and Fern Parker, husband and wife	Great Eastern Energy & Development Corp.	5/15/2002	36-65-21W	NW4	Graham	KS	201	772		
Parker Unit #1	Harold Parker and Fern Parker, husband and wife	Great Eastern Energy & Development Corp.	5/15/2002	36-65-21W	SW4	Graham	KS	201	768		
Peavey A-4 and A-11	Everal A. Peavey, et ux, et al	Harold W. Patton	12/6/1955	19-115-17W	NE4	Ellis	KS	148	415	1.00000000	0.81031250
Pramenstiel #1 and #2	Edward W. Pramenstiel and Doris Pramenstiel, his wife	J. Fred Hambricht	11/10/1981	21-145-18W	NW4	Ellis	KS	318	17	0.64906165	0.52582735
Pozas #1, #2 & #3	Wanda Tyner Trust, Wanda Tyner, Trustee and Ruth Sylvia Jones Trust, Wanda Tyner, Trustee	Great Eastern Energy & Development Corp.	7/2/2002	14-75-21W	E2SE4	Graham	KS	203	105	1.00000000	0.83500000
Pozas #1, #2 & #3	Gary E. Kenyon Trust, Gary E. Kenyon, Trustee	Great Eastern Energy & Development Corp.	6/28/2002	14-75-21W	S2NE4, W2SE4	Graham	KS	207	189		
Pozas #1, #2 & #3	Indenture of Trust of Ivan R. Kenyon, Gary Kenyon, Trustee	Great Eastern Energy & Development Corp.	6/28/2002	14-75-21W	S2NE4, W2SE4	Graham	KS	202	473		
Pozas #1, #2 & #3	Henry L. Pozas and Marilyn K. Pozas, Trustees of the Pozas Family Trust	Great Eastern Energy & Development Corp.	6/28/2003	14-75-21W	S2NE4, W2SE4	Graham	KS	206	808		
Richards "I" #2 & #3	Lawrance Richards and Edna S. Richards, his wife	Donald C. Slawson	6/21/1977	28-33-16S-29W	N2, SW4 of Sec. 28 & N2 of Sec. 33	Lane	KS	41	434	0.59265625	0.48069247
Schneider #1	Leyvahn G. Schneider, a single woman	Clippert Energy, LLC	8/20/2008	27-55-21W	W2NE4, N2SE4	Norton	KS	156A	420	1.00000000	0.82333333
SSS Hunting Club #1 & #3	SSS Hunting Club, L.L.C., Jim Deshan, General Manager	Great Eastern Energy & Development Corp.	2/12/2003	27-8S-20W	SW4	Rooks	KS	328	214	1.00000000	0.81500000

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

Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page	Working Interest	Net Revenue Int.
Shaw #1	Larry G. Foster and Ruth Foster, husband and wife & Jack G. and Dawn Foster, husband and wife	Tekkan Exploration, LLC	9/25/2011	7-9S-21W	NW4	Graham	KS	252	467	0.95000000	0.84000000
States #1	States AG, L. P.	Great Eastern Energy & Development Corp.	5/26/2004	35-6S-21W	SW4	Graham	KS	210	731	1.00000000	0.83375000
States Vehige #1	States Ag, L.P.	Great Eastern Energy & Development Corp.	6/6/2002	24-6S-21W	SE4	Graham	KS	202	263	1.00000000	0.83500000
States Vehige #1	Cheryl Scott	Great Eastern Energy & Development Corp.	6/10/2002	25-6S-21W	NE4	Graham	KS	202	469		
States Vehige #1	Agnes L. Vehige	Great Eastern Energy & Development Corp.	6/10/2002	25-6S-21W	NE4	Graham	KS	202	247		
Stephens B-1	Pakkebeir Farms, LLC, Harvey Pakkebeir, Partner	Great Eastern Energy & Development Corp.	6/23/2003	18-5S-21W	SW4	Norton	KS	131A	176	1.00000000	0.81500000
Vacek #1	Howard R. Vacek, a single person, and as Agent and AIF for Evelyn A. Vacek	Clipper Energy, LLC	6/30/2008	9-16S-10W	NW4	Ellsworth	KS	109	648	1.00000000	0.84937500
Vacek #1	Kenneth D. Woods, a single person	Clipper Energy, LLC	6/30/2008	9-16S-10W	NW4	Ellsworth	KS	109	644		
Vacek #1	Kerry L. Woods and Evelyn B. Woods, husband and wife	Clipper Energy, LLC	6/30/2008	9-16S-10W	NW4	Ellsworth	KS	109	640		
Vanduvall #1 & #2	Novella Hare, a widow	Great Eastern Energy & Development Corp.	2/19/2003	26-7S-21W	SE4	Graham	KS	205	192	1.00000000	0.83500000
Vanduvall #1 & #2	LeRoy Nivens and Loetta B. Nevins, husband and wife	Great Eastern Energy & Development Corp.	6/26/2002	26-7S-21W	SE4	Graham	KS	202	461		
Vanduvall #1 & #2	Ernestine Vanduvall, a widow	Great Eastern Energy & Development Corp.	2/19/2003	26-7S-21W	SE4	Graham	KS	204	945		
Vanduvall #1 & #2	Ohio Vanduvall	Great Eastern Energy & Development Corp.	6/26/2002	26-7S-21W	SE4	Graham	KS	202	477		
Vanduvall #1 & #2	Vernon V. Vanduvall	Great Eastern Energy & Development Corp.	6/26/2002	26-7S-21W	SE4	Graham	KS	202	637		
Voss A-1	Roy L. Voss and Marilyn K. Voss, husband and wife	Bird Oil Company, LLC	10/29/2005	9-6S-21W	NW4	Graham	KS	218	336	1.00000000	0.83500000
Washington A1, A2, A5	B. Anderson	Cities Service Oil Company	6/14/1946	21-11S-18W	SW4	Ellis	KS	58	79	1.00000000	0.84500000
Washington A1, A2, A5	Iola R. Kippes and A. L. Kippes, her husband	Cities Service Oil Company	6/24/1946	21-11S-18W	SW4	Ellis	KS	58	75		



**EXHIBIT A-2**

**Sale from TexKan Resources, LLC. to Gore, LLC**

**Nech Lease**

**Oil and Gas Lease** dated March 16, 2006, and recorded in book 357, page 483 et seq., from William Young and Rita Young, his wife; Rosemary Fechner, a widow, and Raymond Nech, a widower, Lessors, to Habit Petroleum, LLC, Lessee,

Insofar and only insofar as said lease covers the following tract:

The Northeast Quarter of the Northwest Quarter (NE/4 NW/4); The Northeast Quarter (NE/4) and the North Half of the Southeast Quarter (N/2 SE/4) of Section 15, Township 9, Range 19, Rooks County, Kansas,

**Cook Lease**

**Oil and Gas Lease** dated June 5, 2008, and recorded in book 233, page 359 et seq., from Mildred J. Cook (no marital status given), Lessor, to Habit Petroleum, LLC, Lessee,

Insofar and only insofar as said lease covers the following tract:

The Southeast Quarter (SE/4) of Section 10, Township 10, Range 21, Graham County, Kansas,

**Bartos Lease**

**Oil and Gas Lease** dated January 13, 1948, and recorded in book 30, page 637, from James Bartos and Bessie Bartos, his wife, Lessors, to Skelly Oil Company, A corporation, Lessee,

Insofar and only insofar as said lease covers the following tract:

The Northwest Quarter (NW/4) of Section 10, Township 10, Range 21, Graham County, Kansas,

**Miller Lease**

**Oil and Gas Lease** dated October 4, 2002, and recorded in book 203, page 636 et seq., from Glenn L. Lambert and Jane M. Lambert, his wife, Lessors, to Michael J. Van Ausdale, Lessee,

Insofar and only insofar as said lease covers the following tract:

The Southwest Quarter (SW/4) of Section 3, Township 10, Range 21, Graham County, Kansas, except for a ten (10) acre spacing described as the Northwest Quarter of the Southeast Quarter of the Southwest Quarter (NW/4 SE/4 SW/4) of Section 3, Township 10, Range 21, Graham County, Kansas

**White Lease**

**Oil and Gas Lease** dated September 1, 2007, and recorded in book 228, page 379 et seq., from Ernest G. Tribble and Leah R. Tribble, husband and wife, Lessors, to Raney Oil Company, LLC, Lessee,

**Oil and Gas Lease** dated September 1, 2007, and recorded in book 228, page 375 et seq., from Bruce C. Tribble and Madelyn P. Tribble, Trustees under the Bruce and Madelyn Tribble Trust dated October 21, 1994, Lessors, to Raney Oil Company, LLC, Lessee,



**EXHIBIT A-2**

**Sale from TexKan Resources, LLC. to Gore, LLC**

**White Lease continued**

**Oil and Gas Lease** dated September 1, 2007, and recorded in book 228, page 377 et seq., from Karolyn K. Barmanglidj, a single person, Lessor, to Raney Oil Company, LLC, Lessee,

Insofar and only insofar as said lease covers the following tract:

The Southwest Quarter (SW/4) of Section 2, Township 10, Range 21, Graham County, Kansas

**Davignon Lease**

**Oil and Gas Lease** dated March 15, 2005, and recorded in book 214, page 767, from Randall R. Davignon and Terry Davignon, husband and wife, Lessors, to Coral Production Corporation, Lessee,

Insofar and only insofar as said lease covers the following tract:

The Northwest Quarter (NW/4) of Section 20, Township 9S, Range 21W, Graham County, Kansas

**Armbrister Lease**

**Oil and Gas Lease** dated November 10, 2011, and recorded in book 175, page 337, from Carolyn L. Armbrister, a single person, Lessor, to Edison Operating Company, LLC, Lessee,

Insofar and only insofar as said lease covers the following tract:

The West Half of the Northwest Quarter (W/2 NW/4) and the West Half of the East Half of the Northwest Quarter (W/2 E/2 NW/4) of Section 1, Township 13S, Range 21W, Trego County, Kansas;

**Oil and Gas Lease** dated November 10, 2011, and recorded in book 175, page 339, from Mark Armbrister and Crystal Armbrister, husband and wife, as Lessors, to Edison Operating Company, LLC, as Lessee,

Insofar and only insofar as said lease covers the following tract:

The East Half of the East Half of the Northwest Quarter (E/2 E/2 NW/4) of Section 1, Township 13S, Range 21W, Trego County, Kansas

**Gugler Lease**

**Oil and Gas Lease** dated December 7, 2011, and recorded in book 175, page 331, from Loren A. Gugler and Phyllis L. Gugler, husband and wife, as individuals and as Co-Trustees of the Loren A. Gugler and Phyllis L. Gugler Revocable Living Trust, dated 4/6/2009, as Lessors, to Edison Operating Company, LLC, as Lessee,

Insofar and only insofar as said lease covers the following tract:

The West Half (W/2) of Section 36, Township 12S, Range 21W, Trego County, Kansas;

EXHIBIT A-2

Sale from TexKan Resources, LLC. to Gore, LLC

Gugler Lease continued

**Oil and Gas Lease** dated December 7, 2011, and recorded in book 175, page 333, from Linda M. Headstream, a single person, as Lessor, to Edison Operating Company, LLC, as Lessee,

Insofar and only insofar as said lease covers the following tract:

The West Half (W/2) of Section 36, Township 12S, Range 21W, Trego County, Kansas;

**Oil and Gas Lease** dated December 7, 2011, and recorded in book 175, page 335, from Cappy J. Gaschler, a single person, as Lessor, to Edison Operating Company, LLC, as Lessee,

Insofar and only insofar as said lease covers the following tract:

The West Half (W/2) of Section 36, Township 12S, Range 21W, Trego County, Kansas;

**Oil and Gas Lease** dated September 1, 2014, and recorded in book 198, page 259, from John Scott Harrison and Mary L. Harrison, husband and wife, as Lessors, to Edison Operating Company, LLC, as Lessee,

Insofar and only insofar as said lease covers the following tract:

The West Half (W/2) of Section 36, Township 12S, Range 21W, Trego County, Kansas;

**Oil and Gas Lease** dated September 1, 2014, and recorded in book 198, page 261, from Carter R. Harrison, Jr., as Trustee of the Plum Lake Revocable Trust Agreement dated June 5, 1986, as Lessor, to Edison Operating Company, LLC, as Lessee,

Insofar and only insofar as said lease covers the following tract:

The West Half (W/2) of Section 36, Township 12S, Range 21W, Trego County, Kansas;

**Oil and Gas Lease** dated September 1, 2014, and recorded in book 198, page 263, from Ann Harrison-Clark, a single person, as Lessors, to Edison Operating Company, LLC, as Lessee,

Insofar and only insofar as said lease covers the following tract:

The West Half (W/2) of Section 36, Township 12S, Range 21W, Trego County, Kansas;

**Oil and Gas Lease** dated December 1, 2014, and recorded in book 198, page 531, from Brad Goertz and Elizabeth Goertz, husband and wife, as Lessors, to Edison Operating Company, LLC, as Lessee,

Insofar and only insofar as said lease covers the following tract:

The West Half (W/2) of Section 36, Township 12S, Range 21W, Trego County, Kansas;

**Oil and Gas Lease** dated September 1, 2014, and recorded in book 198, page 533, from Edison Energy, LC, a Kansas Corporation, as Lessor, to Edison Operating Company, LLC, as Lessee,

Insofar and only insofar as said lease covers the following tract:

The West Half (W/2) of Section 36, Township 12S, Range 21W, Trego County, Kansas;

EXHIBIT A-2

Sale from TexKan Resources, LLC. to Gore, LLC

Gugler Lease continued

**Oil and Gas Lease** dated December 15, 2014, and recorded in book 199, page 664, from Robert W. Christensen as court appointed receiver for and on behalf of Michael S. Sowder and John S. Sowder pursuant to Court Order in Case No. 2014 CV 17, as Lessor, to Edison Operating Company, LLC, as Lessee,

Insofar and only insofar as said lease covers the following tract:

The West Half (W/2) of Section 36, Township 12S, Range 21W, Trego County, Kansas;

**Oil and Gas Lease** dated February 10, 2015, and recorded in book 200, page 182, from Carey J. O'Brien and Timothy L. O'Brien, wife and husband, and sole heir to John Sowder, as Lessors, to Global Energy Consultants, LLC, as Lessee,

Insofar and only insofar as said lease covers the following tract:

The West Half (W/2) of Section 36, Township 12S, Range 21W, Trego County, Kansas;

Exhibit "B"  
 Sale from Texkan Resources, LLC to Gore, LLC

Well Name	Well Status	API #	Location	Sec	Twp	Range	County	State
Bethel #1	SWD	15-065-23961-0001	SW/NW/NE/SE	1	8S	21W	Graham	Kansas
Copeland #2	SWD	15-163-02246-0001	C/SW/NW/SW	19	9S	20W	Rooks	Kansas
Cox A #2	SWD	15-065-19903-0003	SW/NE/NW	33	9S	21W	Graham	Kansas
Cromb #4	SWD	15-135-19014	NE/NW/SE	1	13S	21W	Trego	Kansas
Dodson #3	SWD	15-065-01138-0002	SE/SW/SW	28	9S	21W	Graham	Kansas
Grubstake #1	SWD	15-051-24302-0001	NW/SW/NE	9	7S	21W	Graham	Kansas
Hadley B-4	SWD	15-051-24302-0001	SE/NW/SW	20	11S	17W	Ellis	Kansas
Holsman #1	SWD	15-065-00078-0001	SE/SE/SE	27	7S	21W	Graham	Kansas
Keiswetter #1	SWD	15-065-00061-0001	SE/SE/SE	17	7S	21W	Graham	Kansas
Parker #1	SWD	15-065-00037-0001	C/SW/SW/SW	36	6S	21W	Graham	Kansas
Pennington #1	SWD	15-065-23242-0001	NE/SW/NE	34	6S	21W	Graham	Kansas
Richard "I" #1	SWD	15-101-20270-0001	NE/NW/NE	33	16S	29W	Lane	Kansas
SSS Hunting Club #2	SWD	15-163-23440	SW/SE/SE	27	8S	20W	Rooks	Kansas
Wasinger B-1	SWD	15-051-03723-0001	NE/SE/NW	21	11S	18W	Ellis	Kansas
Wasinger C-17	SWD	15-051-26331	N2/S2/NE	28	11S	18W	Ellis	Kansas
Wiltrott D #3	SWD	15-051-19025-0001	NE/NW/SE/NW	27	5S	21W	Norton	Kansas