KOLAR Document ID: 1658835

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:	ı
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	SecTwpRE
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(s).
Surface Pit Permit No.:	feet from N / S Line of Section
(API No. if Drill Pit, WO or Haul)	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:
Nov. On anatoria Faraili	
New Operator's Email:	Date:
Title:	Signature:
Acknowledgment of Transfer: The above request for transfer of injection	authorization, surface pit permit # has been
noted, approved and duly recorded in the records of the Kansas Corporation (Commission. This acknowledgment of transfer pertains to Kansas Corporation
Commission records only and does not convey any ownership interest in the a	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:	permitted by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DIGITALIST	PROPULATION
DISTRICT EPR I	PRODUCTION UIC

KOLAR Document ID: 1658835

Side Two

Must Be Filed For All Wells

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

^{*} 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)	CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: () Fax: ()	<u> </u>
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:	
City: State: Zip:+	
the KCC with a plat showing the predicted locations of lease roads	Cathodic Protection Borehole Intent), you must supply the surface owners and is, tank batteries, pipelines, and electrical lines. The locations shown on the plat ered 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 N provided the following to the surface owner(s) of the la Form C-1, Form CB-1, Form T-1, or Form CP-1 that I at C-1 or Form CB-1, the plat(s) required by this form; and S☐ I have not provided this information to the surface owner the KCC will be required to send this information to the s	Notice Act (see Chapter 55 of the Kansas Statutes Annotated), I have and upon which the subject well is or will be located: 1) a copy of the m filing in connection with this form; 2) if the form being filed is a Form 3) my operator name, address, phone number, fax, and email address. I acknowledge that, because I have not provided this information, surface owner(s). To mitigate the additional cost of the KCC performing and address of the surface owner by filling out the top section of this form ble to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 har form and the associated Form C-1, Form CB-1, Form T-1, or Form	ndling fee with this form. If the fee is not received with this form, the KSONA-1 m CP-1 will be returned.
I hereby certify that the statements made herein are true and corr	rect 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, דבר גס טטיב, דבר						The state of the s
Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page	Working 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 man and Sharon Rose	Great Eastern Energy &			A. Print Mark					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	26-75-21W	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 -	<u> </u>) }	}		•
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	
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 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	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 woman	Jody and Jane Thyfault, husband and wife	Galen and Sondra Thyfault, husband and wife	M & C Thyfault Revocable Trust, Carmell Thyfault, Trustee	Carmella Thyfault, a widow	Patrick and Jaclyn Smith, husband and wife	Marvin and Marilyn Skolaut, husband and wife	Lessor
Great Eastern Energy & Development Corp.	Great Eastern Energy & Development Corp.	e Great Eastern Energy & Development Corp.	f 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.	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 Control of the Cont	A SALAR AND		Working 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	&	20	2252	distribution — — — — — — — — — — — — — — — — — — —	
Booth A Unit	Barbara Y. Ranney and Lynn Ranney, her husband	J. Fred Hambright	8/8/2008	M.ZT-508-0E	N2 of 30-305-17W, except the North 40 acres of West 2/3rds of section 30	Klowa	S	20	2266		
Booth A Unit	Betty Dirks and Keith Dirks, wife and husband	J. Fred Hambright	8/8/2008	M21-508-08	NZ of 30-305-17W, 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	ΑII	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	19-95-20W	SW4, S2NW4	Rooks	KS	312	680	1.00000000	0.80250000
Cory #1 & #2	Corey 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	12/19/1942	1-13S-21W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 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 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 Company	1/18/1943	1-135-21W	Insofar as lease covers the W2E2, EZNE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	К	MM	52		
Cromb A-2 & B-2	E. R. Cave, et ux	Stanolind Oil and Gas Company	1/18/1943	1-135-Z1W	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	₹S	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	S	MIM	54		
Gromb A-2 & B-2	A. G. Hardman, et ux	Stanolind Oil and Gas Company	2/3/1943	1-135-ZIW	Insofar as loase covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the NZSE4SE4	Trego	KS.	Z	ស		
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	₹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 covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Trego	κς	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 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 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 Miller	Hadley Memorial Hospital Inc. S. J. Peavey and J. Harlan a Corporation of Hays KS Miller	Hadley A3 & A4
0.75562500	1.00000000	142	~	Š	Trego	insofar as lease 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	22	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. 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 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 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 covers the W2EZ, E2NE4NE4, S2SE4NE4, NE4SE4			Stanolind Oil and Gas		
		70	MM	ΣS.	Trego	Insofar as lease covers the WZEZ, E2NE4NE4, S2SE4NE4, NE4SE4 and the NZSE4SE4	1-135-21W	1/28/1943	Stanolind Oil and Gas Company	B. J. Lempenau	Cromb A-2 & B-2
		64	MM	ζ	Trego	insofar as lease covers the WZE2, E2NE4NE4, S2SE4NE4, NE4SE4 and the NZSE4SE4	1-135-21W	2/23/1943	Stanolind Oil and Gas 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, 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 Revocable Trust, Gladys M. 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 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 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 Revocable Trust, Vernon E. 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 Revocable Trust, Vernon E. 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 M. Holmes, his wife	Holmes #1
0.80250000	1.00000000	679	311	TS	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 Kansas non-for-profit Corporation	Hadley J
		321	143	KS	Ellis	N2NW4	20-115-17W	5/17/1955	S. J. Peavey and J. Harlan 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 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

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logo Namo			lassa Pata	C T D	Description	Compto	S + 3 + 6	Rook	Dage	Working Interest	Net Revenue Int.
rease Marrie	ressol	ressee	בבמסב המוכ	3-1-17	Description	County		1	, 500		
	Gary E. Mulder as Alf for										
	Darrell R. Mulder, a single										
Mulder #1	man	J. Fred Hambright	9/19/2007	27-55-21W	S2SE4	Norton	ĸs	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	/W1C-39-9E	N2SF4. SW4SF4	Graham	<u></u>	204	767	1.00000000	0.8350000
Parker Unit #1	Mid-American Oil Co.	Michael A. Davignon	5/29/2003	36-65-21W	NE4	Graham	KS	206	305		
The state of the s		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	š	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		-
-	Harold Parker and Fern	Great Eastern Energy &					;				
Parker Unit #1	Parker, nespand and whe	Development corp.	7007/51/5	36-65-21W	2004	Granam	2	107	/00		2000-1-1-1
Peavey A-4 and A-11	Everal A. Peavey, et ux, et al	Harold W. Patton	12/6/1955	19-11S-17W	NE4	Ellis	κς	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	S	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	FS.	207	189		
	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		
	·			ï							
,	SEP OF DIG FORDS	Cieat Eastern Chelgy &				1		:			
Pozas #1, #2 & #3	Family 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		2000
Kichards 1 #Z & #3	S. Richards, ms wire	Donaid C. Slawson	6/21/1977	28, 33-165-29W	NZ OT Sec. 33	Lane	ĸ	41	434	67959765	0.40003247
	LewAnn G. Schneider, a single	1							}		
Schneider #1	woman	Clipper Energy, LLC	8/20/2008	27-5S-21W	WZNE4, NZSE4	Norton	KS	156A	420	1.00000000	0.82333333
		Great Eastern Energy &									
SSS Hurting Club #1 & #3	Desbian, General Manager	Development Corp.	2/12/2003	27-85-20W	SW4	Rooks	KS	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 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 & 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	
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Exhibit "A - 1"
Sale from TexKan Resources, LLC to Gore, LLC

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		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, 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
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		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						
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