KOLAR Document ID: 1658719

OIL & GAS CONSE	ATION COMMISSION ERVATION DIVISION ATION DIVISION April 2019 Form must be Typed Form must be Signed All blanks must be Filled
TRANSFER OF INJECTION Form KSONA-1, Certification of Compliance w	I OR SURFACE PIT PERMIT vith the Kansas Surface Owner Notification Act,
Check applicable boxes:	ted with this form.
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.:	Sec Twp R [] E [] W
Spot Location: feet from N / S Line	
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.	
Surface Pit Permit No.:(API No. if Drill Pit, WO or Haul)	feet from N / S Line of Section feet from E / W Line of Section
Type of Pit: Emergency Burn Settling	Haul-Off Workover Drilling
Past Operator's License No	Contact Person:
Past Operator's Name & Address:	Phone:
	Date:
Title:	Signature:
New Operator's License No	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
New Operator's Email:	Date:
Title:	Signature:
	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation 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: Authorized Signature	Date:
DISTRICT EPR I	PRODUCTION UIC

Side Two

Must Be Filed For All Wells

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

A separate sheet may be attached if necessary.

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

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KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

Form KSONA-
July 202
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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: Zip: Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
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:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	

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: ______

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT ("<u>Agreement</u>") is dated the _____ day of ______, 2022, and is entered into by and between TEXKAN RESOURCES, LLC, a Texas limited liability company ("<u>Seller</u>"), and GORE, LLC, a Kansas limited liability company ("<u>Buyer</u>"). Seller and Buyer may hereinafter be occasionally referred to individually as a "<u>party</u>" and collectively as the "<u>parties</u>".

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 <u>Exhibits A1 and A2</u>;

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 ("<u>Stored Oil</u>");

f) the data acquired in the conduct of the 3D-seismic surveys more particularly described on <u>Article 3</u>, 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 ("<u>3D-Data</u>");

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 ("<u>Records</u>"), 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>").

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

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.

2.2 <u>Revenues and Expenses</u>. 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</u> <u>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 <u>Article 1</u>, 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.

4.4 <u>Indemnification</u>. 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 <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.

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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: Attachments</u>. 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 <u>Entire Agreement; Amendment</u> 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. -----

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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: 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 <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.

			Date II Office							-	
				n + 5		Country of the second sec	Ctata	Book	Dana	Working	Net Revenue Int.
Lease Martie	resol	Tessee	Lease Date	3-1-5	Description	COULT	Juare	0007	1980	110000000	
Alan #1	States Ag, L.p.	Great Eastern Energy & Development Corp.	5/22/2006	24-65-21W	W2SW4	Graham	KS	221	408	1.00000000	0.8350000
	A. Gillian Alexander, a single man and Sharon Rose	Great Eastern Energy &									
Alexander #1, #2, #3, #5	Dowdell, a single woman	Development Corp.	5/28/2002	25-7S-21W	NW4	Graham	S	201	824	1.00000000	0.8250000
	A. Gillian Alexander, a single										
Alexander #1, #2, #3, #5	man and Sharon Rose Dowdell, a single woman	Great Eastern Energy & Development Corp.	5/28/2002	25-75-21W	N2SW4	Graham	KS	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	1.0000000	0.8250000
	A. Gillian Alexander, a single	·									
- - -	man and Sharon Rose	Great Eastern Energy &				•	5	2)		2
A THREE AND A T	A. Gillian Alexander. a single	Great Eastern Energy &									
Alexander-Dowdell	man	Development Corp.	4/25/2007	24-75-21W	SW4NW4	Graham	KS	226	672		
	Michael Kountz and Sharon										
	Dowdell Kountz, husband and	Great Eastern Energy &									
Alexander-Dowdell		Development Corp.	4/25/2007	24-75-21W	SW4NW4	Graham	KS	226	674		
	Jerome and Teresa Benoit,	Great Eastern Energy &				·				1	
Benoit #1	husband and wife	Development Corp.	2/4/2003	6-85-20W	NW4	Rooks	KS	328	86	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	KS	339	695		
- Renalt #1	Steve and Shari Benoit, hushand and wife	Great Eastern Energy &			N116/2	Dooks	5	240	701		
	Tim and Thelma Berland,	Great Eastern Energy &		0 00 2010							
Benoit #1	husband and wife	Development Corp.	2/4/2004	6-85-20W	NW4	Rooks	KS	339	693		
Boxoit #1	Cormaine Birdwell	Great Eastern Energy &					5		316		
	Steve and Sonia Bore	Great Eastern Energy &	-1-1-00-1	0 00 10 10			i				
Benoit #1	husband and wife	Development Corp.	2/4/2004	6-85-20W	NWA	Books	5	343	285		
	Jim and Judi Charbonneau,	Great Eastern Energy &	,						_		
Benoit #1	husband and wife	Development Corp.	2/4/2004	6-85-20W	NW4	Rooks	κ	339	697		
	Tom and Sharon Herbers,	Great Eastern Energy &									
Benoit #1	husband and wife	Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	343	291		
•	Lydia Neu, husband	Great Eastern Energy &									
Benoit #1	and wife	Development Corp.	2/4/2004	6-85-20W	NW4	Rooks	KS	339	703		

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Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page	Interest	Net Revenue Int.
	Marvin and Marílyn Skolaut,	Great Eastern Energy &									
Benoit #1	husband and wife	Development Corp.	2/4/2004	6-85-20W	NW4	Rooks	KS	339	699		
	Patrick and Jaclyn Smith,	Great Eastern Energy &									
Benoit #1	husband and wife	Development Corp.	2/4/2004	6-85-20W	NW4	Rooks	KS	343	295		
		Great Eastern Energy &									
Benoit #1	Carmella Thyfault, a widow	Development Corp.	2/4/2004	6-85-20W	NW4	Rooks	ß	343	287		
	M & C Thyfault Revocable										
	Trust, Carmell Thyfault,	Great Eastern Energy &									
Benoit #1	Trustee	Development Corp.	2/4/2004	6-82-20W	NW4	Rooks	KS	339	378		
	Galen and Sondra Thyfault,	Great Eastern Energy &									
Benoit #1	husband and wife	Development Corp.	2/4/2004	6-8S-20W	NW4	Rooks	KS	343	289		
	Jody and Jane Thyfault,	Great Eastern Energy &									
Benoit #1	husband and wife	Development Corp.	2/4/2004	6-82-20W	NW4	Rooks	ĸs	343	283		
	Paula Thyfault, a single	Great Eastern Energy &									
Benoit #1	woman	Development Corp.	2/4/2004	6-85-20W	NW4	Rooks	S	343	293		
	r 	Great Eastern Energy &									-
Benoit #1	Roger Thyfault, a single man	Development Corp.	2/4/2004	6-85-20W	NW4	Rooks	S	343	451		
	Timothy J. Berland and Thelma R. Berland, Trustees							·			
	of the Timothy J. Berland Trust dtd 10/1/98 and										
	Timothy J. Berland and Thelma R. Berland Trustees of										
		Great Eastern Energy &									
Berland #2	#1	Development Corp.	7/15/2006	28-75-21W	SE4	Graham	KS	222	332	1.00000000	0.84500000
	Lavern Billips and Janet										
	Billips, husband and wite, Lyte Billips and Kappi Billups,	Great Eastern Energy &								1.00000000 (A-1)	.83500000 (A-1)
Billups Brothers A1, A-2	husband and wife	Development Corp.	2/1/2002	3-75-21W	SE4	Graham	KS	200	725	1.00000000 (A-2)	.82909090 (A-2)
	Lavern Billips and Janet										
	2, Lyle										
	illups,	Great Eastern Energy &								-	
P-9 statility of the second se	liuspallu aliu wite	Development Lorp.	Z/1/200Z	10-7S-21W	NE4	Granam	ĸs	200	666	10000000	0.000000
	Lavern Billips and Janet										
	e, Lyle) 									
Billips Brothers 8-2	busband and wife	Great Eastern Energy &	conc/ 1/ c	3.76 3441	CMA		50	700		1 0000000	0 83500000
2-0 slautora sdinta		Development Corp.	2/1/2002	3-75-21W	SW4	Graham	K	200	660	1,00000000	00000000

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	Mike Synder a/k/a Carl M. Synder and Guyneth Synder, Booth A Unit husband and wife J. F	Booth A Unit J. F	Patricia Jean Snyder and Neil Booth A Unit Timmer, her husband J. F	Floreance C. Weinhold and Booth Unit Leo C. Weinhold, her husband J. Fred Hambright	Floreance C. Weinhold and Booth Unit Leo C. Weinhold, her husband J. Fred Hambright	Ivan Booth, a single man, Individually and as Administrator of the Estate of Effie Booth, deceased, et al J. F	Ivan Booth, a single man, individually and as Administrator of the Estate of Effie Booth, deceased, et al L. F	Lavern Billips and Janet Billips, husband and wife, Lyle Billips Brothers B-3 husband and wife De	Lease Name Lessor Le
	J. Fred Hambright	J. Fred Hambright	J. Fred Hambright	red Hambright	red Hambright	J. Fred Hambright	J. Fred Hambright	Great Eastern Energy & Development Corp.	Lessee
	8/8/2008	8/8/2008	8/8/2008	11/17/1972	11/17/1972	11/23/1972	11/23/1972	2/1/2002	Lease Date
	30-305-17W	30-305-17W	30-305-17W	24-305-18W	24-30S-18W	29, 30-305-17W	19-305-17W	3-75-21W	S-T-R
N2 of 30-305-17W, except the North 40 acres of West 2/3rds	N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30	N2 of 30-305-17W, except the North 40 acres of West 2/3rds of section 30	N2 of 30-305-17W, except the North 40 acres of West 2/3rds of section 30	SE4	NE4	W2W2 Sec. 29 and the N2 and SE4 of Sec. 30	WZ, WZSE4, SE4SE4, SW4NE4	NE4	Description
Kinwa	Kiowa	Kiowa	Kiowa	Kiowa	Kiowa	Kiowa	Kiowa	Graham	County
ξ,	S	S	S	S	ß	22	δ	ß	State
20	20	20	20	12	12	12	12	200	Book
2250	2249	2248	2247	631	637	615	620	668	Page
			1.0000000				0.8906250	1.0000000	Working Interest
			0.80250000				0.69681750	0.83500000	Net Revenue Int.

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Cramb 4-2 & B-2	Cromb A-2 & 8-2	Cory #1 & #2	Copeland #3 & #8	Churchman Bible #1, #2, #3, #5 #7	Booth A Unit	Booth A Unit	Booth A Unit	Booth A Unit	Lease Name
Ed J. Robers, et ux	A. I Cromb, as AIF for A. H. Cromb	Corey D. Johnson and Joanne C. Johnson, husband and wife	Copeland Kids Partnership, L.L.P. James D. Copeland, General Partner	Churchman E. Bible and Phoebe M. Bible, his wife	Betty Dirks and Keith Dirks, wife and husband	Barbara Y. Ranney and Lynn Ranney, her husband	Ivan S. Booth, a single man	Amy C. Ring, a single person	Lessor
Stanolind Oil and Gas Company	Stanolind Oil and Gas Company	Great Eastern Energy & Development Corp.	Michael A. Davignon	Alden W. Foster	J. Fred Hambright	J. Fred Hambright	J. Fred Hambright	3. Fred Hambright	Lessee
1/18/1943	12/19/1942	4/23/2007	5/1/2001	7/13/1934	8/8/2008	8/8/2008	8/8/2008	8/8/2008	Lease Date
1-135-21W	1-135-21W	8-7S-21W	19-95-20W	15-31S-35W	30-305-17W	30-305-17W	30-305-17W	30-30S-17W	S-T-R
Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	NE4	SW4, SZNW4	All	NZ of 30-305-17W, except the North 40 acres of West 2/3rds of section 30	N2 of 30-305-17W, except the North 40 acres of West 2/3rds of section 30	N2 of 30-305-17W, except the North 40 acres of West 2/3rds of section 30	N2 of 30-305-17W, except the North 40 acres of West 2/3rds of section 30	Description
Trego	Trego	Graham	Rooks	Stevens	Kiowa	Klowa	Kiowa	Kiowa	County
KS	ζ.	KS	S	ß	23	ß	ß	ß	State
M	MM	227	312	7	20	20	20	20	Book
51	48	840	680	179	2270	2266	2252	2251	Page
	1.0000000	1.00000000	1.0000000	1.00000000					Working Interest
	0.81031240	0.84500000	0.80250000	0.86500000					Net Revenue Int.

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										Working	
Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	state	ROOK	Page	Interest	INCL NEVERICE IIIC
					Insofar as lease covers the W2E2,						
		Stanolind Oil and Gas			EZNEANEA,						
Cromb A-2 & B-2	Bonus Oil Company	Company	1/18/1943	1-13S-21W	and the N2SE4SE4	Trego	KS	MM	52		
					Insofar as lease						
					covers the W2E2,						
					EZNEANEA,						
Cromb A-2 & B-2	E, R, Cave, et ux	Company	1/18/1943	1-135-21W	and the N2SE4SE4	Тгево	ភ	MM	53		
					Incofar ac leace						
					covers the W2E2,	,					
		2			E2NE4NE4,						
		Stanoting Uli and Gas			SZSEHNEH, NEHSEH	4	5	707	5		
			cres le la	***7-CCT-V	Incofar as loase	11084	ī				
					covers the W2E2,						
		Stannlind Dil and Gac			EZNEANEA,						
Cromb A-7 & R-7	A. G. Hardman et uv	Company of the test	CV01/ C/ C	1.126 34141	and the NOSEASEA	Tranc	2	MM	лл		
			CLOT IN IT	1 400 414 44	Insofar as lease		i		1		
					covers the W2E2,						
		2			EZNE4NE4,						
Cromb A-2 & B-2	Forrest Cave, et ux	Company	2/9/1943	1-135-21W	and the N2SE4SE4	Trego	ĸ	MM	56		
					Insofar as lease						
					covers the W2E2, E2NE4NE4,						
-		Stanolind Oil and Gas			S2SE4NE4, NE4SE4						
Cromb A-2 & B-2	E. C. Garrison, et ux	Company	2/3/1943	1-135-21W	and the N2SE4SE4	Trego	ĸ	MM	57		
					Insofar as lease						
					covers the W2E2,						
		Stanolind Oil and Gas			SZSE4NE4, NE4SE4						
Cromb A-2 & B-2	Christian F. Nies, et al	Company	2/26/1943	1-135-21W	and the N2SE4SE4	Trego	KS	MM	65		

C. M. Hadley, a single man, et Hadley D3, D4, D5 & D11 al	Hadley A3 & A4 a Corporation of Hays KS	Hadley A3 & A4 a Corporation of Hays KS	Gugler 31 & B10 Percy V. Gugler, et al	Colby J. Greving and Cher R. Greving #2 & #4 Greving, husband and wife	Colby J. Greving and Cher R. Greving #1 & #3 Greving, husband and wife	Orville t. Dodson and Melba I Dodson, husband and wife	Dodsor #1 & #2 Dodson, husband and wife	DeVoung #1, #2, #3, #4, #5 #7 DeVoung	F. M. Dedrick and Ella Goldean Dedrick, his wife	Cromb A-2 & B-2 Ophelia Lamer, et al	Cromb A-2 & B-2 B. J. Lempenau	Cromb A-2 & B-2 J. W. Nicholson, et ux	Lease Name Lessor
et Champlin Refining Co.	nc. S. J. Peavey and J. Harlan Miller	nc. S. J. Peavey and J. Harlan Miller	York State Oil Company	Great Eastern Energy & Development Corp.	Great Eastern Energy & Development Corp.	11. Clipper Energy, 11C	e Clipper Energy, LLC	Michael A. Davignon	D. G. Hansen	Stanolind Oil and Gas Company	Stanolind Oll and Gas Company	Stanolind Oil and Gas Company	Lessee
5/13/1939	10/26/1954	3/5/1954	10/4/1935	2/1/2002	2/1/2002	12/17/2008	12/17/2008	8/1/2000	12/18/1957	3/2/1943	1/28/1943	2/23/1943	Lease Date
20-11S-17W	20-115-17W	20-11S-17W	36-12S-21W	4-75-21W	4-75-21W	28-95-21W	28-95-21W	33-95-21W	26-55-21W	1-135-21W	1-135-21W	1-135-21W	S-T-R
N2NW4	S2NW4	S2NW4	insofar as lease covers E2	NE4	SW4	SWA	SW4	NE4	SE4, NE4SW4	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4	Description
Ellis	Ellis	Ellis	Trego	Graham	Graham	Graham	Graham	Graham	Norton	Trego	Trego	Trego	County
ĸs	SY	KS	ß	2	ß	S	ß	KS	S	XS	S	2	State
40	135	129	~	200	200	237	236	195	14	MM	MM	M S	Book
99	370	78	142	675	673	591	971	146	541	72	70	64	Page
1.0000000		0.93750000	1.00000000	1.0000000	1,0000000		1.00000000	1.00000000	1.00000000				Working Interest
0.81031250		0.7596680	0.75562500	0.82500000	0.82500000		0,86500000	0.81850000	0.83765625				Net Revenue Int.

								•		Working	
Lease Name	Lessor	Lessee	Lease Date	S-1-R	Description	County	State	BOOK	rage	Interest	INCL VEACURE THE
	Hadley Memorial Hospital Inc. S. J. Peavey and J. Harlan	S. J. Peavey and J. Harlan							_		
Hadley D3, D4, D5 & D11	a Corporation of Hays KS	Miller	5/17/1955	20-11S-17W	N2NW4	Ellis	KS	143	321		
	The Hadley Foundation, Inc. a										
	Kansas non-for-profit										
Hadley J	Corporation	J. Fred Hambright	10/12/2007	20-115-17W	SW4	Ellis	S	685	209	1.00000000	0.86500000
	Blanch A. Hilgers Revocable										
	Trust and Jack E. Hilgers										
	Revocable Trust, Steven										
Hilgers #1	Hilgers Successor Trustee	Micheal A. Davignon	3/1/2001	18-95-18W	SW4	Rooks	ß	311	679	1.00000000	0.80250000
	Elmer E. Holmes and Barbara										
Holmes #1	M. Holmes, his wife	Bernard W. Lounsbury	10/22/1971	22-335-13W	SE4	Barber	KS	141	193	0.79687500	0.60957015
	The Gladys M. Jacobs										
	Revocable Trust, Vernon E.	Great Eastern Energy &									
Jacobs #1	Jacobs, Trustee	Development Corp.	5/16/2004	28-65-21W	NE4	Graham	KS	211	821	1.00000000	0.83500000
	The Gladys M. Jacobs										
	Revocable Trust, Vernon E.	Great Eastern Energy &									
Jacobs #1	Jacobs, Trustee	Development Corp.	5/16/2004	28-65-21W	SE4	Graham	ĸs	211	819		
	Loren Johnson and Mary	Great Eastern Energy &									
Johnson A-1	Johnson, husband and wife	Development Corp.	5/15/2004	26-65-21W	NE4	Graham	S	211	838	1.00000000	0.83500000
	Loren Johnson and Mary	Great Eastern Energy &				-					
Johnson L-1	Johnson, husband and wife	Development Corp.	5/15/2002	26-6S-21W	NW4	Graham	ĸ	201	760	1.00000000	0.83500000
	Dorothy Jones Estate, Robert	Great Eastern Energy &									
Jones Urit	S. Atkisson, Executor	Development Corp.	6/26/2002	25-7S-21W	NE4	Graham	KS	203	191	1.00000000	0.83500000
	The Vernon E. Jacobs						;				
	Revocable Trust, Gladys M.	Great Eastern Energy &									
Jones Urit	Jacobs, Trustee	Development Corp.	6/26/2002	25-7S-21W	SE4	Graham	KS	202	631		
	Marcus G. Kemper and							۰			
	Michael J. Kemper, Trustees										
	of the John Kemper Marital										
	Trust UTI John Kemper Rev.										
Kemper #1	Lvg. Trust 10/30/91, et al	Clipper Energy, LLC	10/10/2008	26-55-21W	NE4, E2NW4	Norton	KS	157A	398	1.00000000	0.86500000
	Wilbur Kenyon Family Trust,	Great Eastern Energy &									
Kenyon #1	Carroll Kenyon, Trustee	Development Corp.	6/28/2002	14-75-21W	SW4	Graham	ĸs	202	380	1.00000000	0.83500000
	Kenneth Holsman and Bobbie	Great Eastern Energy &									
Lee #1	Nell Hoisman	Development Corp.	8/9/2006	15-75-21W	NE4	Graham	KS	222	496	1.00000000	0.83500000
Mid American #1 & #2	1 Oil Co.	Michael A. Davignon	5/16/2003	25-65-21W	NW4	Graham	SY	206	307	1.00000000	0.83500000

										Working	
Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page	Interest	Net Revenue Int.
	Gary E. Mulder as Alf for Darrell R. Mulder, a single						<i>*</i>				
Mulder #1	man	J. Fred Hambright	9/19/2007	27-55-21W	S2SE4	Norton	KS	151A	71	1.00000000	0,86500000
		Great Eastern Energy &									
Parker Unit #1	illene Emery, a widow	Development Corp.	1/21/2003	36-6S-21W	N2SE4, SW4SE4	Graham	ß	204	767	1.00000000	0.00000000
Parker Unit #1	Mid-American Oil Co.	Michael A. Davignon	E002/62/5	36-65-21W	NE4	Graham	ĸs	206	305		
		Great Eastern Energy &									
Parker Unit #1	Silas E. Ratcliffe, a single man	Development Corp.	1/21/2003	36-6S-21W	NE4	Graham	ß	204	771		
	Sempra Energy Production					:					
Parker Unit #1	Company	Michael A. Cavignon	7/6/2003	36-6S-21W	NE4	Graham	ĸs	206	670		
	Harold Parker and Fern	Great Eastern Energy &									
Parker Unit #1	Parker, husband and wife	Development Corp.	5/15/2002	36-65-21W	NW4	Graham	ĸs	201	772		
	Harold Parker and Fern	Great Eastern Energy &									
Parker Unit #1	Parker, husband and wife	Developmert 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	19-11S-17W	NE4	Ellis	ĸs	148	415	1.00000000	0.81031250
Pfannenstiel #1 and #2	Edward M. Pfannenstile and Doris Pfannenstiel, his wife	1. Fred Hambright	11/10/1981	21-145-18W	NW4	Ellis	ĸ	318	17	0.64906165	0,52582735
	Wanda Tyner Trust, Wanda										
	Tyner, Trustee and Ruth Sylvia										
	Jones Trust, Wanda Tyner,	Great Eastern Energy &									
Pozas #1, #2 & #3	Trustee	Development Corp.	7/2/2002	14-75-21W	· E2SE4	Graham	27	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	14-7S-21W	SZNE4, WZSE4	Graham	KS	207	189		
	Indenture of Trust of Ivan R.	Gre⊇t Easter⊐ Energy &									
Pozas #1, #2 & #3	Kenyon, Gary Kenyon, Trustee	Development Corp.	6/28/2002	14-75-21W	SZNE4, WZSE4	Graham	KS	202	473		
	Henry L. Pozas and Marilyn K.										
Pozas #1. #2 & #3	Family Trust	Development Corp.	EUUC/BC/3	14-75-2114/	SONFA WOSEA	Graham	X 2	206	808		
	Lawrance Richards and Edna				N2, SW4 of Sec. 28 &						
Richards "1" #2 & #3	S. Richards, his wife	Donald C. Slawson	6/21/1977	28, 33-165-29W	N2 of Sec. 33	Lane	KS	41	434	0.59265625	0.48069247
	LewAnn G. Schneider, a single										
Schneider #1	woman	Clipper Energy, LLC	8/20/2008	27-5S-21W	WZNE4, NZSE4	Norton	KS	156A	420	1.00000000	0.82333333
	SSS Hunting Club, L.L.C., Jim	Great Eastern Energy &									
SSS Hurrting Club #1 & #3		Development Corp.	2/12/2003	27-8S-20W	SW4	Rooks	ß	328	214	1.00000000	0,81500000

) 			2	, -	1	Working	
		Lessee	Lease Date	3-1-K	Description	County	State	N009.	Page	Interest	INEL VEAGURE HILF
	Larry G. Foster and Ruth										
	Foster, husband and wife &										
	Jack G. and Dawn Foster,										
Shaw #1	husband and wife	TexKan Exploration, LLC	9/25/2011	7-95-21W	NW4	Graham	ŝ	252	467	0.95000000	0.84000000
		Great Eastern Energy &	-								
States #1	States AG, L. P.	Development Corp.	5/26/2004	35-65-21W	SW4	Graham	KS	210	731	1.00000000	0.83375000
		Great Eastern Energy &									
States Vehige #1	States Ag, L.P.	Development Corp.	6/6/2002	24-65-21W	SE4	Graham	ĸs	202	263	1.00000000	0.83500000
		Great Eastern Energy &									
States Vehige #1	Cheryl Scott	Development Corp.	6/10/2002	25-65-21W	NE4	Graham	S	202	469		
		Great Eastern Energy &									
States Vehige #1	Agnes L. Vehige	Development Corp.	6/10/2002	25-65-21W	NE4	Graham	ß	202	247		
	Pakkebeir Farms, LLC, Harvey	Great Eastern Energy &									
Stephens B-1	Pakkebeir, Partner	Development Corp.	6/23/2003	18-5S-21W	SW4	Norton	S	131A	176	1.0000000	0.81500000
·	Howard R. Vacek, a single										
	person, and as Agent and AIF										
Vacek #1	for Evelyn A. Vacek	Clipper Energy, LLC	6/30/2008	9-165-10W	NW4	Ellsworth	KS	109	648	1.00000000	0.84937500
	Kenneth D. Woods, a single										
Vacek #1	person	Clipper Energy, LLC	6/30/2008	9-16S-10W	NW4	Ellsworth	S	109	644		
	Kerry L. Woods and Evelyn B.							-			
Vacek #1	Woods, husband and wife	Clipper Energy, LLC	6/30/2008	9-16S-10W	NW4	Ellsworth	ĸs	109	640		
		Great Eastern Energy &									
VanDuva I #1 & #2	Novella Hare, a widow	Development Corp.	2/19/2003	26-75-21W	SE4	Graham	S	205	192	1.00000000	0.83500000
	LeRoy Nivens and Joetta B.	Great Eastern Energy &	-								
VanDuva1 #1 & #2	Nevins, husband and wife	Development Corp.	6/26/2002	26-75-21W	SE4	Graham	ĸs	202	461		
		Great Eastern Energy &									
VanDuval #1 & #2	Ernestine VanDuvall, a widow	Development Corp.	2/19/2003	26-75-21W	SE4	Graham	ХS	204	945		
		Great Eastern Energy &									
VanDuvali #1 & #2	Orio VanDuvall	Development Corp.	6/26/2002	26-75-21W	SE4	Graham	KS	202	477		
		Great Eastern Energy &									
VanDuval #1 & #2	Vernon V. VanDuvall	Development Corp.	6/26/2002	26-75-21W	SE4	Graham	KS	202	637		
	Roy L. Voss and Marilys K.										
Voss A-1		Baird Oil Company, LLC	10/29/2005	9-65-21W	NW4	Graham	ĸs	218	336	1.00000000	0.83500000
		Cities Service Oil									
Wasinger A1, A2, A5	B. Anderson	Company	6/14/1946	21-115-18W	SW4	E)lis	KS	58	79	1.00000000	0.84500000
	Iola R. Kippes and A. L. Kippes, Cities Service Oil	Cities Service Oil									
Wasinger A1, A2, A5	her husband	Company	6/24/1946	21-115-18W	SW4	Etlis	KS	58	75		

										Working	
Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page	Interest	Net Revenue Int.
	Mary Kippes and J.C. Kippes,	Cities Service Oil						1			
Wasinger A1, A2, A5	her husband	Company	6/14/1946	21-115-18W	SW4	Ettis	KS	58	73		
	Frank S. Wasinger, a widower, Cities Service Oil	Cities Service Oil									
Wasinger A1, A2, A5	et al	Company	6/14/1946	21-115-18W	SW4	Etlis	KS	58	70		
		Cities Service Oil									
Wasinger A1, A2, A5	H. L. Whitside, single	Company	6/20/1946	21-115-18W	SW4	Ellis	S	58	88		
		Cities Service Oil									
Wasinger A1, A2, A5	Olga Jones Willis, a widow	Company	6/20/1946	12-115-18W	SW4	Ellis	S	58	77		
Wasinger C1, C2, C3, C4, C5, C6,											
C15 & C16	Lario Oil & Gas Company	Kaiser-Francis Oil Co.	12/2/1997	28-11S-18W	NE4	Ellis	ß	444	736	1.0000000	0.84500010
Wasinger C1, C2, C3, C4, C5, C6,											
C7, C8, C9, C10, C11, C12, C13, C14,	F. S. Wasinger aka Frank S.										
C15 & C16 Wasinger, a widower, et al	Wasinger, a widower, et al	Shell Oil Company, Inc.	6/6/1947	28-11S-18W	NE4	Ellis	ĸs	64	389		
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