

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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

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

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

Check applicable boxes:

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

Field Name: _____

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

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

____ - ____ - ____ - ____ Sec. ____ Twp. ____ R. E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

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

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

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

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

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 above injection well(s) or pit permit.

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

Permit No.: _____ . Recommended action: _____

Date: _____

Authorized Signature

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

permitted by No.: _____ .

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

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

A separate sheet may be attached if necessary.

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

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2021

Form Must Be Typed

Form must be Signed

All blanks must be Filled

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

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

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

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Well Location:

____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West

County: _____

Lease Name: _____ Well #: _____

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

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

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

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

Select one of the following:

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

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

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

Date: _____ Signature of Operator or Agent: _____ Title: _____

MEMORANDUM OF LLC
UNITED ENERGY PARTNERS, LLC
An Oklahoma Series Limited Liability Company

BE IT KNOWN BY ALL PERSONS that on the 30th day of October, 2013, Phroso Co., LLC, by its Manager, C. Jarrod Rogers, took action as operating manager and established an Oklahoma Series Limited Liability Company (LLC) known as the **UNITED ENERGY PARTNERS, LLC**, an Oklahoma Series Limited Liability Company, wherein the entity, Phroso Co., LLC and Culbreath Energy Management, LLC, being the current Members of **UNITED ENERGY PARTNERS, LLC**, approved and adopted the following resolutions:

RESOLVED: **CHARLES CULBREATH and C. JARROD ROGERS**, are hereby approved and appointed as Co-Managers of **UNITED ENERGY PARTNERS, LLC**.

Charles Culbreath and C. Jarrod Rogers, as Co-Managers of UNITED ENERGY PARTNERS, LLC, both joint, or separately individually in the absence of the other, are specifically vested with the following powers and authorities:

1. To retain, purchase, buy, sell, invest or reinvest in, exchange, manage, control, repair, improve and lease any and all LLC property that may come under its control. To establish and maintain bank and financial accounts of all types in one or more financial institutions. To transfer or convey assets into and out of the LLC. To borrow against and to mortgage LLC assets. To delegate to others all of his/her/its powers, duties and responsibilities granted or imposed by the LLC Agreement. To transact any and all powers, duties and responsibilities granted or imposed by the LLC Agreement or by law without the joinder or consent of any other person. Any Third Party relying on this Memorandum of LLC shall be held harmless and indemnified by the LLC for any actions taken by them at the instructions or request of the Manager(s).

2. No person dealing with the Manager(s) shall be obligated to see to the application of any money or property delivered to the Manager or to inquire into the Manager's authority with regard to the propriety of any transaction. The Manager(s) shall be fully liable for any improper or unauthorized act, and shall indemnify and hold harmless any person relying upon such Manager'(s) authority.

3. None of the powers of the Manager(s) stated herein are given by way of limitation, and each is supplementary to the powers granted elsewhere in the LLC Agreement, or otherwise by law. Furthermore, the Manager(s) shall have all the powers granted under Oklahoma law and the Oklahoma Limited Liability Company Act, as it now exists or may hereafter be amended.

4. The Manager(s) are expressly vested with the authority to act individually on behalf of the LLC in the absence of the other.

5. The Federal Taxpayer I.D. No. of the LLC is as follows: 47-1599342.

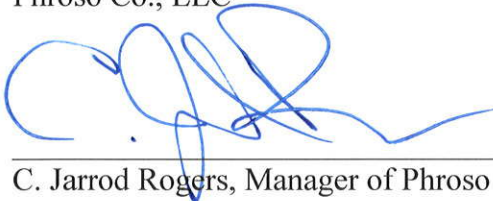
6. The LLC in organized with the Oklahoma Secretary of State under File No. 3512426502.

BE IT FURTHER KNOWN that anyone dealing with said Manager(s) shall have the right to assume that said Manager(s) are acting within the scope of its authority as Manager(s), and that it shall not be necessary for them to review the entire LLC Agreement.

MEMBER ACKNOWLEDGMENT

Members of UNITED ENERGY PARTNERS, LLC:

Phroso Co., LLC



C. Jarrod Rogers, Manager of Phroso Co., LLC

08/15/2014
Date

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 15th day of August, 2014, by C. Jarrod Rogers, Manager of Phroso Co., LLC, who upon their oath stated that they executed the foregoing instrument for the purposes and considerations therein expressed, and in the capacity therein stated.

[Seal]

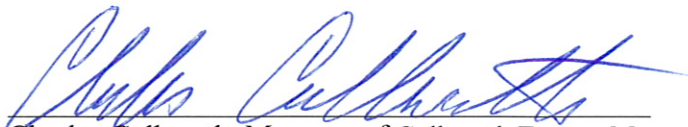



 Notary Public

[ADDITIONAL MEMBER(S) ACKNOWLEDGMENT ON FOLLOWING PAGE]

MEMBER ACKNOWLEDGMENT

Culbreath Energy Management, LLC



Charles Culbreath, Manager of Culbreath Energy Management, LLC

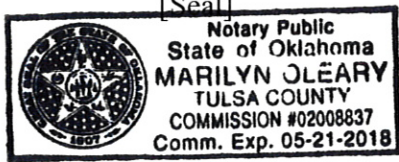
08/15/2014

Date

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this 15th day of August, 2014, by Charles Culbreath, Manager of Culbreath Energy Management, LLC, who upon their oath stated that they executed the foregoing instrument for the purposes and considerations therein expressed, and in the capacity therein stated.

[Seal]


Notary Public

ASSIGNMENT OF OIL AND GAS LEASES
("Assignment")

STATE OF KANSAS)
)
COUNTY OF LOGAN) **KNOW ALL MEN BY THESE PRESENTS:**

Effective Date: 12:01 A.M. on April 1, 2022

That the undersigned, **UNITED ENERGY PARTNERS, LLC**, (hereinafter called "Assignor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and full sufficiency of which are acknowledged, does hereby assign, transfer, set over and convey, subject to the reservations, limitations, and conditions contained herein, unto, **HARRISON GILLILAND, 211 Southwest 9th St., Plainville, KS 67663**, (hereinafter called "Assignee"), his successors and assigns, all of the Assignor's right, title and interest, including but not limited to working interests, revenue interests, overriding royalty interests, and carried interest, in and to the Oil and Gas Leases set forth on Exhibit "A", including the described right, title and interest in and to the wells (the "Wells"), described on Exhibit "B", and other assets described in subparagraphs (a) through (f) below (collectively, the "Assets").

(a) The oil and gas leases described on Exhibit "A", whether accurately described or included, attached hereto and made a part hereof (the "Leases"), together with all other right, title, and interest of Assignor, of whatever nature, in and to the lands covered by the Leases.

(b) The oil wells, gas wells, water wells, salt water disposal wells, injection wells, temporarily abandoned wells listed on Exhibit B (collectively, the "Wells"), together with all surface or subsurface machinery, equipment, platforms, facilities, supplies or other property of whatsoever kind or nature now or hereafter located on or under any of the Properties and which relate to or are useful for the production, treatment, storage or transportation of Hydrocarbons from the Wells, including, wellhead equipment, casing, tubing, rods, pumping units and engines, christmas trees, separators, compressors, dehydration units, heater-treaters, boilers, valves, gauges, meters, pumps, generators, motors, gun barrels, flow lines, tanks and tank batteries, water lines, gas lines, gas processing plants and other plants, gathering lines, laterals and trunklines, gas systems (for gathering, treating and compression), chemicals, solutions, water systems (for treating, disposal and/or injection), power plants, poles, lines, transformers, starters, controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, loading docks, loading racks and shipping facilities, equipment and facilities, and any and all additions, accessions to, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (all such machinery, equipment, platforms, facilities, supplies and other property, excluding, however, the Wells, being collectively called the "Personal Property").

(c) Any and all surface leases; rights-of-way and easements; operating agreements; Hydrocarbon purchase, sales, exchange, processing, gathering, storage, treatment, compression, transportation and balancing agreements; salt water injection and disposal agreements; unitization, communitization or pooling agreements; permits; licenses; servitudes; and all other similar contracts and agreements and any amendments thereto directly relating to the Properties (collectively, the "Contracts").

(d) All valid Hydrocarbon unitization and pooling agreements and/or orders in effect with respect to the Properties, including, without limitation, all units formed under orders, rules, regulations or other official acts of any governmental body having jurisdiction, voluntary unitization agreements, designations and/or declarations, and so-called "working interest units" created under operating agreements or otherwise relating to the Properties.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, subject to the terms and provisions hereof, forever. Assignor is delivering title to the Wells and Properties

without warranty of any kind, except for the representations and warranties set forth in the Agreement (defined below), which are hereby incorporated into the body of this Assignment by this reference.

This Assignment and Bill of Sale ("*Assignment*") is made subject to the following terms, provisions, covenants and conditions:

1. All the terms of the Leases and Contracts, all instruments recorded in the county office as of the Effective Date of this Assignment that affect the Assets.
2. All terms, conditions and indemnities under that certain unrecorded Purchase and Sale Agreement dated July 26, 2022, between United Energy Partners, LLC and Harrison Gilliland ("*Agreement*").
3. This Assignment and all rights, reservations and covenants in connection therewith shall be considered covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed on the dates of the acknowledgments, below, but effective for all purposes as of April 1, 2022 ("Effective Date").

[Signatures and acknowledgments on following pages]

ASSIGNOR: UNITED ENERGY PARTNERS, LLC

BY:

NAME: Charley Culbreath

TITLE: Co-Manager of United Energy Partners, LLC

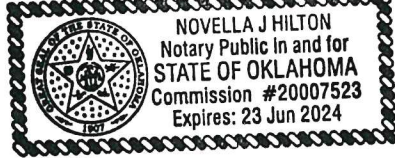
ACKNOWLEDGEMENT

STATE OF OKLAHOMA }
 } §
COUNTY OF TULSA }

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of July, 2022, personally appeared Charley Culbreath, known to me to be the identical person whose name is affixed to the above instrument as Manager of United Energy Partners, LLC, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

(SEAL)



My Commission Expires: 6-23-24

Novella J. Hilton
Notary Public

[Additional Signatures and acknowledgments on following pages]

ASSIGNOR: UNITED ENERGY PARTNERS, LLC

BY:
NAME: C. Jarrod Rogers
TITLE: Co-Manager of United Energy Partners, LLC

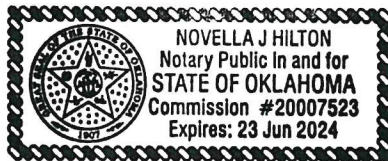
ACKNOWLEDGEMENT

STATE OF OKLAHOMA }
 } §
COUNTY OF OKLAHOMA }

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of July, 2022, personally appeared C. Jarrod Rogers, known to me to be the identical person whose name is affixed to the above instrument as Manager of United Energy Partners, LLC, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

(SEAL)



My Commission Expires: 6-23-24

Notary Public

[EXHIBITS ON FOLLOWING PAGE(S)]

**EXHIBIT A
LEASES
State of Kansas**

HBP well	Lessor	Original Lessee	County	Township	Range	Section	Legal	Gross Acres	Net Min Acres	Book	Page	Contract Date
Baker #1-33	Melvin D. Baker and Jane T. Baker, husband and wife	Kansas CBM, LLC	Logan	14S	34W	33	South Half	320	320.00	160	585	8/28/2012
Boyd #1-3	Link D. Boyd and Joy Jean Boyd, husband and wife	Kansas CBM, LLC	Logan	12S	32W	03	Northwest Quarter	160	160.00	157	658	3/23/2013
Byron #1-31	Byron D. & Linda M. Sowers, H&W	Funk Petroleum, LLC	Logan	14S	34W	31	Southeast Quarter	160	80.00	145	344	8/7/2008
Byron #1-31	Byron D. & Linda M. Sowers, H&W	Funk Petroleum, LLC	Logan	14S	34W	31	Southwest Quarter	160	148.76	145	344	8/7/2008
Byron #1-31	Byron D. & Linda M. Sowers, H&W	Funk Petroleum, LLC	Logan	14S	34W	32	Southwest Quarter	160	80.00	145	344	8/7/2008
Byron #1-31	Byron D. & Linda M. Sowers, H&W	Funk Petroleum, LLC	Logan	15S	34W	04	All of Section 4: Except three tracts described as follows: (1)A tract commencing at the Northeast corner of said Section, thence on an assumed bearing of South 00 degrees 06 minutes 17 seconds East, along the East line of said Section, a distance of 2,714.33 feet to the point of beginning. From the point of beginning, thence South 00 degrees 06 minutes 17 seconds East along the East line of said Section, a distance of 1,318.04 feet, thence North 88 degrees 58 minutes 05 seconds West for a distance of 5,280.74 feet to the West line of said Section, thence North 00 degrees 26 minutes 00 seconds West, along the West line of said Section, for a distance of 3,055.74 feet, thence South 54 degrees 53 minutes 25 seconds East for a distance of 1,933.59 feet, thence South 15 degrees 40 minutes 34 seconds East for a distance of 351.02 feet thence South 88 degrees 59 minutes 18 seconds East for a distance of 1,308.05 feet, thence North 67 degrees 42 minutes 45 seconds East for a distance of 396.61 feet, South 86 degrees 17 minutes 39 seconds East for a distance of 1,251.40 feet, thence South 58 degrees 30 minutes 16 seconds East for a distance of 821.34 feet to the point of beginning; (2)A tract beginning at the Northeast corner of said Section, thence on an assumed bearing of South 00 degrees 06 minutes 16 seconds East, along the East line of said Section, a distance of 395.79 feet, thence South 25 degrees 52 minutes 35 seconds West for a distance of 460.61 feet, thence South 77 degrees 45 minutes 32 seconds West for a distance of 165.78 feet, thence North 83 degrees 40 minutes 15 seconds West for a distance of 859.69 feet thence North 64 degrees 23 minutes 45 seconds West for a distance of 122.27 feet, thence North 42 degrees 14 minutes 33 seconds West for a distance of 264.91 feet, thence North 26 degrees 01 minutes 06 seconds West for a distance of 558.22 feet to the North line of said Section, thence North 90 degrees 00 minutes 00 seconds East along said North line, for a distance of 1,749.97 feet to the point of beginning; and (3)A tract of land commencing at the Northeast corner of said Section, thence on an assumed bearing of South 90 degrees 00 minutes 00 seconds West, along the North line of said Section, a distance of 2,122.20 feet to the point of beginning. From the point of beginning, thence South 09 degrees 01 minutes 37 seconds East for a distance of 961.76 feet, thence South 53 degrees 20 minutes 52 seconds West for a distance of 416.69 feet, thence South 81 degrees 13 minutes 06 seconds West for a distance of 217.32 feet, thence North 70 degrees 55 minutes 52 seconds West for a distance of 222.86 feet, thence North 43 degrees 13 minutes 49 seconds West for a distance of 292.92 feet, thence North 16 degrees 19 minutes 08 seconds West for a distance of 985.78 feet to the North line of said Section, thence North 90 degrees 00 minutes 00 seconds East, along the Said North line for a distance of 1,425.46 feet to the point of beginning.	358	332.86	145	344	8/7/2008
Byron #1-31	Byron D. & Linda M. Sowers, H&W	Funk Petroleum, LLC	Logan	15S	34W	06	North Half	320	297.52	145	344	8/7/2008
Byron #1-31	Byron D. & Linda M. Sowers, H&W	Funk Petroleum, LLC	Logan	15S	34W	06	Southwest Quarter AND a tract more particularly described as follows: Beginning at the Northwest corner of the Southeast, thence South 759 feet, thence East 114.75 feet, thence North 759 feet, thence West 114.75 feet to the point of beginning.	160	148.76	145	344	8/7/2008
Byron #1-31	Byron D. & Linda M. Sowers, H&W	Funk Petroleum, LLC	Logan	15S	34W	07	North Half	320	297.52	145	344	8/7/2008
Byron #1-31	Byron D. & Linda M. Sowers, H&W	Funk Petroleum, LLC	Logan	15S	34W	09	North Half	320	297.52	145	344	8/7/2008
Byron #1-31	Byron D. & Linda M. Sowers, H&W	Funk Petroleum, LLC	Logan	15S	34W	09	South Half	320	297.52	145	344	8/7/2008
Byron #1-31	Frazier Family Inter Vivos Trust AND Dorothy A. Petree Inter Vivos Trust	Kansas CBM, LLC	Logan	14S	34W	31	Southeast Quarter	d 160	80.00	147	248	12/27/2008
Byron #1-31	Frazier Family Inter Vivos Trust AND Dorothy A. Petree Inter Vivos Trust	Kansas CBM, LLC	Logan	14S	34W	32	Southwest Quarter	d 160	80.00	147	248	12/27/2008
Golden Bear #1-33	Carl C. & Wanda M. Uhrich, h/w	Kansas CBM, LLC	Logan	11S	32W	34	The Southwest quarter less a tract described as follows; Commencing at the Southwest corner of said Southwest quarter; thence North along the West line of said Quarter Section a distance of 380.0 feet; thence East on a line parallel with the South line of said Quarter section a distance of 710.0 feet; thence South on a line parallel with the West line of said Quarter section a distance of 380.0 feet; thence West along the South line of said Quarter section a distance of 710.0 feet to the point of commencing.	152	152.00	157	532	8/10/2011
Golden Bear #1-33	Terrell E. & Marilee Nichelson, h/w	Kansas CBM, LLC	Logan	11S	32W	33	Southeast Quarter	160	160.00	157	676	8/16/2011

HBP well	Lessor	Original Lessee	County	Township	Range	Section	Legal	Gross Acres	Net Min Acres	Book	Page	Contract Date
Hockersmith #1-34	Lanny R. & Marilyn Hockersmith, h/w	Kansas CBM, LLC	Logan	11S	32W	34	The Northwest quarter except a tract described as follows; Beginning at the Southwest corner of said Northwest quarter; thence on an assumed bearing of North 00°30'40" East, along the West line of said Northwest quarter a distance of 327.07 feet; thence South 66°49'33" East a distance of 166.47 feet; thence South 74°23'12" East a distance of 160.54 feet; thence South 65°56'31" East a distance of 162.40 feet; thence North 56°57'58" East a distance of 60.47 feet; thence North 45°00'36" East a distance of 100.68 feet; thence North 74°09'04" East a distance of 79.82 feet; thence South 70°54'57" East a distance of 208.40 feet; thence South 21°08'02" East a distance of 112.86 feet; thence North 84°06'43" East a distance of 88.21 feet; thence South 81°35'55" East a distance of 102.62 feet; thence South 64°35'16" East a distance of 76.56 feet; thence South 26°33'40" East a distance of 32.64 feet to a point on the South line of said Northwest quarter; thence South 89°32'00" West, along said South line, a distance of 1,198.55 feet to the point beginning. Containing 5.229 acres including the County road right of way.	154.7716	77.39	157	842	8/17/2011
Hockersmith #1-34	Marion Everett Price, Jr. and Loretta R. Price, Trustees of the Everett and Loretta Price Revocable Living Trust, dated March 5, 2002; K. Wayne Price and Michele Price, husband and wife; Janice L. Hirsch and Darrell D. Hirsch, wife and husband	Kansas CBM, LLC	Logan	11S	32W	27	Southwest Quarter	160	160.00	158	859	12/15/2011
Hockersmith #1-34	Raymond E. McGuire and Carol Anne McGuire Trust dated June 14th, 2006	Kansas CBM, LLC	Logan	11S	32W	34	The Northwest quarter except a tract described as follows; Beginning at the Southwest corner of said Northwest quarter; thence on an assumed bearing of North 00°30'40" East, along the West line of said Northwest quarter a distance of 327.07 feet; thence South 66°49'33" East a distance of 166.47 feet; thence South 74°23'12" East a distance of 160.54 feet; thence South 65°56'31" East a distance of 162.40 feet; thence North 56°57'58" East a distance of 60.47 feet; thence North 45°00'36" East a distance of 100.68 feet; thence North 74°09'04" East a distance of 79.82 feet; thence South 70°54'57" East a distance of 208.40 feet; thence South 21°08'02" East a distance of 112.86 feet; thence North 84°06'43" East a distance of 88.21 feet; thence South 81°35'55" East a distance of 102.62 feet; thence South 64°35'16" East a distance of 76.56 feet; thence South 26°33'40" East a distance of 32.64 feet to a point on the South line of said Northwest quarter; thence South 89°32'00" West, along said South line, a distance of 1,198.55 feet to the point beginning. Containing 5.229 acres including the County road right of way.	154.7716	77.39	157	679	8/17/2011
James #1-4	James Family, LLC by: John V. James, Managing Partner	Kansas CBM, LLC	Logan	12S	32W	04	Northeast Quarter	160	160.00	161	813	2/6/2013
KGB #1-21	Garrett C. Baker and Kelsey A. Baker, husband and wife	Kansas CBM, LLC	Logan	14S	34W	21	West Half	320	160.00	162	543	7/24/2013
KGB #1-21	Kenneth D. Baker and Sherri A. Baker, husband and wife	Kansas CBM, LLC	Logan	14S	34W	21	West Half	320	160.00	162	539	7/24/2013
KGB #1-21	Michael W. Kough and Sheryl L. Kough, H&W	Kansas CBM, LLC	Logan	14S	34W	18	North Half	320	293.33	159	195	7/24/2012
KGB #1-21	Michael W. Kough and Sheryl L. Kough, H&W	Kansas CBM, LLC	Logan	14S	34W	28	Northeast Quarter	160	160.00	159	195	7/24/2012
KGB #1-21	Michael W. Kough and Sheryl L. Kough, H&W	Kansas CBM, LLC	Logan	14S	34W	28	Northwest Quarter	160	80.00	159	195	7/24/2012
KGB #1-21	Michael W. Kough and Sheryl L. Kough, H&W	Kansas CBM, LLC	Logan	14S	35W	12	Southwest Quarter of the Northwest Quarter	40	36.67	159	195	7/24/2012
KGB #1-21	Michael W. Kough and Sheryl L. Kough, H&W	Kansas CBM, LLC	Logan	14S	35W	12	Northwest Quarter of the Southwest Quarter	40	36.67	159	195	7/24/2012
KGB #1-21	Michael W. Kough and Sheryl L. Kough, H&W	Kansas CBM, LLC	Logan	14S	35W	12	South Half of the South Half	160	146.67	159	195	7/24/2012
KGB #1-21	Michael W. Kough and Sheryl L. Kough, H&W	Kansas CBM, LLC	Logan	14S	35W	12	Northeast Quarter of the Southeast Quarter	40	36.67	159	195	7/24/2012
KGB #1-21	Michael W. Kough and Sheryl L. Kough, H&W	Kansas CBM, LLC	Logan	14S	35W	12	Southeast Quarter of the Northeast Quarter	40	36.67	159	195	7/24/2012
KGB #1-21	Steckel Farms, A Partnership	Kansas CBM, LLC	Logan	14S	34W	16	South Half of the Northwest Quarter	80	60.00	161	57	5/15/2012
KGB #1-21	Steckel Farms, A Partnership	Kansas CBM, LLC	Logan	14S	34W	16	North Half of the Northeast Quarter	80	60.00	161	57	5/15/2012
KGB #1-21	Steckel Farms, A Partnership	Kansas CBM, LLC	Logan	14S	34W	28	Northwest Quarter	160	80.00	161	57	5/15/2012
KS Baker #1-21	Jerod R. Baker and Mashell L. Baker, husband and wife	Kansas CBM, LLC	Logan	14S	34W	21	East Half	320	160.00	162	547	7/24/2013

HBP well	Lessor	Original Lessee	County	Township	Range	Section	Legal	Gross Acres	Net Min Acres	Book	Page	Contract Date
KS Baker #1-21	Kenneth D. Baker and Sherri A. Baker, husband and wife	Kansas CBM, LLC	Logan	14S	34W	21	East Half	d 320	160.00	162	539	7/24/2013
Marge #1-31	David W. Wright and Nancy R. Wright, h/w AND Delaine A. Wright, a single person	Kansas CBM, LLC	Logan	14S	34W	31	Northeast Quarter	160	160.00	158	569	10/13/2011
Marius #1-15	Delbert R. Baker and Sonia A. Baker, husband and wife	Kansas CBM, LLC	Logan	14S	34W	15	South Half	d 320	160.00	160	748	7/15/2012
Marius #1-15	Gerald W. Baker and Salinda F. Baker, husband and wife	Kansas CBM, LLC	Logan	14S	34W	15	South Half	320	160.00	160	582	7/5/2012
Prairie Dog #1-5	Armin J. & Vickie R. Sowers, H&W	Funk Petroleum, LLC	Logan	15S	34W	05	North Half	320	320.00	145	491	8/24/2008
Prairie Dog #1-5	Armin J. & Vickie R. Sowers, H&W	Funk Petroleum, LLC	Logan	15S	34W	05	South Half	320	320.00	145	491	8/24/2008
Prairie Dog #1-5	Armin J. & Vickie R. Sowers, H&W	Funk Petroleum, LLC	Logan	15S	34W	08	Northeast Quarter	160	160.00	145	491	8/24/2008
Racette #1-10	Wilcid & Dorothy Racette, H&W	Funk Petroleum, LLC	Logan	12S	32W	10	Northwest Quarter	160	160.00	143	466	2/21/2008
Sheetz #1	Dennis D. Scheetz Trust and Phyllis A. Scheetz Trust	Funk Petroleum, LLC	Logan	12S	32W	15	Northwest Quarter	160	74.67	143	530	2/28/2008
Sheetz #1	Dennis D. Scheetz Trust and Phyllis A. Scheetz Trust	Funk Petroleum, LLC	Logan	12S	32W	16	All	640	213.33	143	530	2/28/2008
Sheetz #1	Dolorsis R. Scheetz	Funk Petroleum, LLC	Logan	12S	32W	16	All	d 640	213.30	143	940	3/26/2008
Sheetz #1	Phillip G. Scheetz Revocable Trust	Funk Petroleum, LLC	Logan	12S	32W	16	All	d 640	213.33	143	829	3/22/2008
St Joseph #1-10	Roman Catholic Diocese of Salina	Kansas CBM, LLC	Logan	12S	32W	10	Southwest Quarter	160	160.00	162	190	4/10/2013
St Joseph #1-10	Roman Catholic Diocese of Salina	Kansas CBM, LLC	Logan	12S	32W	10	East Half	320	320.00	162	190	4/10/2013
Voth #1-4	Jon M. Voth and Cynthia A. Voth, husband and wife	United Energy Partners, LLC	Logan	12S	32W	04	West Half	319.15	319.15	182	389	12/28/2016
Zerr #1	William D. and Luella M. Zerr, H&W	Zenith Petroleum Corporation	Logan	12S	32W	17	Southeast Quarter	160	160.00	146	442	10/14/2008
Zerr #3	William D. and Luella M. Zerr, H&W	Zenith Petroleum Corporation	Logan	12S	32W	20	Northeast Quarter	160	160.00	146	444	10/14/2008

EXHIBIT "B"
WELLS

API	COG Well Number	Well Name	Well Number	Tank Battery	State	County	TwN	Rng	Section	SHL Spot	Working Interest Conveyed	Revenue Interest Conveyed	Status	First TA Filed	Date TA Designation Expires
1510921276	400310	BAKER	1-33	Baker 1-33	KS	LOGAN	14S	34W	33	SW SW SW	1	0.83000	Producing		
1510921258	401520	BOYD	1-3	James-Boyd	KS	LOGAN	12S	32W	3	SW NW NW	1	0.83000	Producing		
1510921424	403310	BOYD	2-3	Boyd 2-3	KS	LOGAN	12S	32W	3	SW SE NW	1	0.80588	Producing		
1510921114	400510	BYRON	1-31	Byron 1-31	KS	LOGAN	14S	34W	31	NE SW SE	1	0.83000	Producing		
1510921339	401310	GOLDEN BEAR	1-33	Golden Bear	KS	LOGAN	11S	32W	33	SE NE SE	1	0.83000	Producing		
1510921210	401410	HOCKERSMITH	1-34	Hockersmith	KS	LOGAN	11S	32W	34	NW NW NW	1	0.83000	Producing		
1510921333	401510	JAMES	1-4	James-Boyd	KS	LOGAN	12S	32W	4	SE NE NE	1	0.83000	Producing		
1510921295	401610	KGB	1-21	KBG 1-21	KS	LOGAN	14S	34W	21	SW SE SW	1	0.83000	Producing		
1510921434	403210	KS BAKER	1-21	K.S. Baker	KS	LOGAN	14S	34W	21	NW NW NE	1	0.82500	Producing		
1510921479	403220	KS BAKER	2-21	K.S. Baker	KS	LOGAN	14S	34W	21	S2 SE NW NE	1	0.82500	Producing		
1510921172	401810	MARGE	1-31	Marge	KS	LOGAN	14S	34W	31	NE SW NE	1	0.83000	Producing		
1510921292	401910	MARIUS	1-15	Marius	KS	LOGAN	14S	34W	15	SW NW SE	1	0.83000	Producing		
1510921123	402410	PRAIRIE DOG	1-05	Prairie Dog-Sowers	KS	LOGAN	15S	34W	5	SW SW NW	1	0.83000	Producing		
1510921011	402510	RACETTE	1-10	Racette	KS	LOGAN	12S	32W	10	SE SW NW	1	0.83000	Producing		
1510921214	402520	RACETTE	2-10	Racette	KS	LOGAN	12S	32W	10	SW SE NW	1	0.83000	Producing		
1510920974	402610	SCHEETZ	1	Scheetz 1 & 2	KS	LOGAN	12S	32W	16	SW NE SW	1	0.83000	Producing		
1510921056	402620	SCHEETZ	2	Scheetz 1 & 2	KS	LOGAN	12S	32W	16	SE NW SW	1	0.83000	Producing		
1510921482	402420	SOWERS	1-5	Prairie Dog-Sowers	KS	LOGAN	15S	34W	5	NE SW SE	1	0.83000	Producing		
1510921150	402810	ST JOSEPH	1-10	St Joseph	KS	LOGAN	12S	32W	10	SE SE SW	1	0.83000	Producing		
1510921202	402820	ST JOSEPH	2-10	St Joseph	KS	LOGAN	12S	32W	10	SW SE NE	1	0.83000	Producing		
1510921247	402830	ST JOSEPH	3-10	St Joseph	KS	LOGAN	12S	32W	10	NW SW NE	1	0.83000	Producing		
1510921498	403410	VOTH	1-4	Voth	KS	LOGAN	12S	32W	4	NW NW NE SW	0.9	0.76950	Producing		
1510921036	402910	ZERR	1	Zerr 1 & 2	KS	LOGAN	12S	32W	17	NW NE SE	1	0.81500	Producing		
1510921055	402920	ZERR	2	Zerr 1 & 2	KS	LOGAN	12S	32W	17	SE SE SE	1	0.81500	Producing		
1510921071	403110	ZERR	3-20	Zerr 3 & 4	KS	LOGAN	12S	32W	20	SE NE NE	1	0.81500	Producing		
1510921106	403120	ZERR	4-20	Zerr 3 & 4	KS	LOGAN	12S	32W	20	SE SE NE	1	0.81500	Producing		
1510921476	402940	ZERR	4-17 INJ	Shared Resource	KS	LOGAN	12S	32W	17	NW NE NE SE	1	0.81500	INJ		
1510921246	402530	RACETTE	3-10 SWD	Commercial Disposal	KS	LOGAN	12S	32W	10	SW NE NW	1	0.83000	SWD		