

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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

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

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

Check applicable boxes:

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

Field Name: _____

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

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

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

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

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

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

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

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Oil / Gas Purchaser: _____

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 _____

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: _____

AGREEMENT FOR EXTENSION OF CLOSING

THIS AGREEMENT is made and entered into this 19th day of December, 2022, by and between Cattleman's Oil, LLC, a Kansas Limited Liability Company with principal offices in Ellis County, Kansas, ("Seller"), and Scott Services, LLC, a Kansas Limited Liability Company with principal offices in Osborne County, Kansas, ("Buyer"). Seller and Buyer are sometimes referred to collectively as the "Parties" and individually as a "Party"

WITNESSETH:

WHEREAS, The Parties hereto entered into a Purchase and Sale Agreement on _____ wherein Seller agreed to sell to Buyers all of Seller's interest in the (1) oil and gas leases located in Ellis County, Kansas which are described in Exhibit "A" ("Leases"); (2) saltwater disposal wells located in Ellis County, Kansas which are described on Exhibit "B" ("SWDs"); and (3) all personal property and equipment used to operate the Leases and SWDs which are currently located on and associated with said Leases ("Equipment"), collectively called the "Properties", all of which Exhibits are attached to the Purchase and Sale Agreement.

WHEREAS, The Parties hereto mutually agree to extend the closing date of said contract from December 31, 2022 to January 15, 2023 with an effective date of January 1, 2023.

THEREUPON, The Parties do hereby agree as follows:

1. The closing date of said transaction shall be extended from December 31, 2022 to January 15, 2023 with an effective date of January 1, 2023 as provided in said Agreement.
2. In all other respects, the parties hereto ratify, confirm and approve the Real Estate Purchase Agreement as written.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and first above written.

SELLER:

Cattleman's Oil, LLC

By: Leo R. Dorzweiler
Name: Leo R. Dorzweiler
Title: Managing Member

BUYER:

Scott Services, LLC

By: Josh Scott
Name: Josh Scott
Title: Managing Member

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 19th day of December, 2022, by and between **Cattleman's Oil, LLC**, a Kansas Limited Liability Company with principal offices in Ellis County, Kansas, ("Seller"), and **Scott Services, LLC**, a Kansas Limited Liability Company with principal offices in Osborne County, Kansas, ("Buyer"). Seller and Buyer are sometimes referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller, on the terms and subject to the conditions set forth in this Agreement, all of Seller's interest in the (1) oil and gas leases located in Ellis County, Kansas which are described in Exhibit "A" ("Leases"); (2) saltwater disposal wells located in Ellis County, Kansas which are described on Exhibit "B" ("SWDs"); and (3) all personal property and equipment used to operate the Leases and SWDs which are currently located on and associated with said Leases ("Equipment"), collectively called the "Properties". The interest in the Leases and SWDs shall include all rights to operate the wells located on the Leases and SWDs and all equipment associated with operating said Leases and SWDs which are situated on the land covered by the Leases and SWDs, including but not limited to wellbores, rods, casing, tanks, pumps, compressors, separators, heater treaters, and flowlines. The Equipment shall also include all well files and data related to the exploration, operation, and development of the Leases.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Conveyance of Properties.** Seller shall convey to Buyer the property described on Exhibits 'A', 'B', and 'C' attached hereto including the net revenue interest in each lease described on Exhibit 'A'.

2. **Purchase Price.** In consideration for sale of the Properties, Buyer shall pay to Seller Two Million Two Hundred Thousand Dollars (\$2,200,000.00) ("the Purchase Price") on date of closing.

3. **Closing.** The closing of the transaction ("the Closing") shall occur on or before December 31, 2022 or at any such other earlier date as Seller and Buyer may agree in writing. Closing may be extended beyond the closing date if necessary to remedy or cure title defects. At the Closing, the following shall occur:

- a. Seller shall deliver to Buyer Assignments of the Oil and Gas Leases and SWDs, along with Bills of Sale and Assignments of Seller's interest in the Equipment, all of which Assignments and Bills of Sale shall warrant Seller's title free and clear of all mortgages, liens, and encumbrances of every nature whatsoever.
- b. Seller shall deliver to Buyer all documents required by the Kansas Corporation Commission necessary to transfer operations of the Leases and SWDs from Seller to Buyer.

- c. Seller shall provide documentation to Buyer sufficient to show that the Assignments and Bills of Sale have been executed by individual(s) possessing the necessary authority to execute said instruments. This documentation shall be reasonably acceptable to Buyer, at Buyer's sole discretion, and shall include, at a minimum, a certification of Buyer's good standing as a limited liability company authorized to do business in the State of Kansas and a resolution of the members and directors of Buyer authorizing the execution of this Agreement, all instruments of conveyance referred to herein and the sale of the assets of Buyer contemplated in this Agreement.
- d. Buyer shall tender the purchase price to Seller in full as the same may be hereinafter adjusted.

4. ***Seller's Representations and Warranties.*** Seller represents and warrants to Buyer that, as of Closing, the following statements are accurate:

- a. Seller is the owner of the net revenue interests as identified on Exhibit 'A' in and to the Leases.
- b. Seller is the owner of 100% interest in the SWDs and Equipment.
- c. That Seller has good title to the property herein being sold and has full right and authority to sell the same; that all oil and gas leases are valid and subsisting and Seller warrants and defends the same against the claims and demands of other persons whomsoever.
- d. Seller is a duly organized and validly existing company, in good standing, under the laws of Kansas. Furthermore, it is qualified to do business in the State of Kansas and that it has the necessary power and authority to own and operate the Leases and SWDs and to carry on business as now conducted and to enter into and to carry out the terms of this Agreement.
- e. Leo R. Dorzweiler is Manager of Cattleman's Oil, LLC and is authorized to enter into and execute this Agreement on behalf of said company.
- f. That all royalties, overriding royalties and other payments applicable to, or associated with, the Leases and SWDs have been properly and timely paid in all material respects to their respective owners and that all conditions necessary to maintain the Leases and SWDs in force and effect have been performed in all material respects.
- g. Seller has not previously sold, assigned, transferred, conveyed, farmed-out, mortgaged, pledged, granted a security interest in, or otherwise alienated or encumbered or created a reversionary interest in all or any portion of the Properties. The Properties will be transferred and assigned to Buyer free and clear of all liens, mortgages, security interests or other such encumbrances.

- h. There are no third-party preferential rights or third-party consents pertaining to the assignment or transfer of any of the Properties from Seller to Buyer.
- i. Seller has no knowledge of environmental hazards caused or created by the operation of the oil and/or gas wells being sold herein and has not been put on notice by any governing authority of non-compliance with any environmental deficiencies.
- j. There are no outstanding bills for labor, services, or materials provided to the Properties, nor are there any liens for labor, services, or materials that have attached to the Properties.
- k. That Seller is not now, or threatened to be, a party to any lawsuit or action by any governmental agency, subdivision or authority of the State of Kansas or United States of America.

5. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that, as of closing, the following statements are accurate:

- a. Buyer is a Limited Liability Company duly organized and validly existing, in good standing, under the laws of Kansas and is authorized to carry on its business now conducted and enter into and to carry the terms of this Agreement and the transactions contemplated by this Agreement.
- b. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary approval action by or on behalf of Buyer.
- c. Josh Scott is the managing member of Scott Services, LLC and is authorized to enter into and execute this Agreement on behalf of said company.

6. **Title.** As a requirement to provide financing to Buyer for purchase of the properties, Buyer's lender has retained the services of Jeter Turner Sook Baxter LLP, Hays, KS to provide lender and the Buyer with transaction title opinions to assure lender and Buyer that they are obtaining merchantable title in and to the property being sold herein. The costs for such title research and opinions are estimated to be \$7,500.00 which shall be the equal responsibility of Buyer and Seller to be paid upon closing the transaction. In the event Buyer secures Acquisition Title Opinions for its own benefit, from its own attorneys, it shall do so at its sole cost and expense. In the event the lender's transaction title opinions disclose defects in title such that Seller's title is unmarketable, it shall notify Seller's of such defects and Seller shall have a reasonable time thereafter in which to remedy or cure said title defects. Seller shall pay all costs to remedy or cure title defects which Seller's elect to remedy or cure.

7. **Operations.** Seller agrees that, prior to the Closing Date, it shall conduct only such operations as are necessary to maintain production of oil and/or gas at their current levels and that such operations shall be conducted in a good and workmanlike manner. Seller agrees to execute any documents, and will cooperate with any reasonable requests, necessary to properly transfer operations to Buyer.

8. **Revenue and Expenses Associated with Leasehold Rights.** The Parties agree that revenue and expenses associated with the Leasehold production shall be divided as follows:

- a. Seller shall be entitled to all revenue generated, and shall be responsible for all expenses incurred, prior to the Closing Date.
- b. Buyer shall be entitled to all revenue generated, and shall be responsible for all expenses incurred, on or after the Closing Date.
- c. Seller agrees that as near to the Closing Date as possible, it will prepare a summary of the expenses which have been incurred but remain unpaid and shall make the appropriate adjustment in the Closing Statement based on such summary.
- d. The parties agree to jointly gage produced oil in the tanks prior to closing. Such produced oil shall be the sole property of Seller. Buyer shall, within 30 days after Closing, determine the revenue associated with such production based on its current price and make payment of such amount to Seller.

9. **Mutual Indemnification, including Indemnification for Negligence.** Seller agrees to indemnify and hold Buyer harmless from any and all costs, attorney fees, liabilities, expenses, suits, judgments, payment of royalty, damages to persons or property or compliance with State and Federal laws and regulations arising from its ownership and operation of the Properties with respect to Seller's interest in the Properties incurred prior to the Closing Date as well as any breach of the representations or warranties of Seller to Buyer set forth in this Agreement. Seller agrees that this indemnity will cover any and all non-negligent and NEGLIGENT acts, errors, mistakes and omission caused by Seller or Seller's employees, agents, or subcontractors, during Seller's ownership of the Properties with respect to Seller's interest in the Properties. Seller agrees that Seller has read and reviewed this provision and that it is the result of fair and honest negotiations between Seller and Buyer.

After Closing, Buyer assume all risk, liability, obligation in connection with its ownership and operation of the Properties after Closing and Buyer shall defend, indemnify, and save and hold harmless Seller, its subsidiaries and affiliates and their respective officers, directors, shareholders, employees and agents, from and against all costs, attorney fees, liabilities, expenses, suits, judgments, payment of royalty, damages to persons or property or compliance with State and Federal laws and regulations arising from its ownership and operation of the Properties and any breach by Buyers of any representation, warranty, covenant or agreement hereunder.

7. *Operations.* Seller agrees that, prior to the Closing Date, it shall conduct only such operations as are necessary to maintain production of oil and/or gas at their current levels and that such operations shall be conducted in a good and workmanlike manner. Seller agrees to execute any documents, and will cooperate with any reasonable requests, necessary to properly transfer operations to Buyer.

8. *Revenue and Expenses Associated with Leasehold Rights.* The Parties agree that revenue and expenses associated with the Leasehold production shall be divided as follows:

- a. Seller shall be entitled to all revenue generated, and shall be responsible for all expenses incurred, prior to the Closing Date.
- b. Buyer shall be entitled to all revenue generated, and shall be responsible for all expenses incurred, on or after the Closing Date.
- c. Seller agrees that as near to the Closing Date as possible, it will prepare a summary of the expenses which have been incurred but remain unpaid and shall make the appropriate adjustment in the Closing Statement based on such summary.
- d. The parties agree to jointly gage produced oil in the tanks prior to closing. Such produced oil shall be the sole property of Seller. Buyer shall, within 30 days after Closing, determine the revenue associated with such production based on its current price and make payment of such amount to Seller.

9. *Mutual Indemnification, including Indemnification for Negligence.* Seller agrees to indemnify and hold Buyer harmless from any and all costs, attorney fees, liabilities, expenses, suits, judgments, payment of royalty, damages to persons or property or compliance with State and Federal laws and regulations arising from its ownership and operation of the Properties with respect to Seller's interest in the Properties incurred prior to the Closing Date as well as any breach of the representations or warranties of Seller to Buyer set forth in this Agreement. Seller agrees that this indemnity will cover any and all non-negligent and NEGLIGENT acts, errors, mistakes and omission caused by Seller or Seller's employees, agents, or subcontractors, during Seller's ownership of the Properties with respect to Seller's interest in the Properties. Seller agrees that Seller has read and reviewed this provision and that it is the result of fair and honest negotiations between Seller and Buyer.

After Closing, Buyer assume all risk, liability, obligation in connection with its ownership and operation of the Properties after Closing and Buyer shall defend, indemnify, and save and hold harmless Seller, its subsidiaries and affiliates and their respective officers, directors, shareholders, employees and agents, from and against all costs, attorney fees, liabilities, expenses, suits, judgments, payment of royalty, damages to persons or property or compliance with State and Federal laws and regulations arising from its ownership and operation of the Properties and any breach by Buyers of any representation, warranty, covenant or agreement hereunder.

Buyer agrees that this indemnity will cover any and all non-negligent and NEGLIGENT acts, errors, mistakes and omission caused by Buyer or Buyer's employees, agents, or subcontractors, assigns or successors in interest arising from Buyers' ownership and operation of the Properties after closing. Buyer agrees that it has read and reviewed this provision and that it is the result of fair and honest negotiations between Seller and Buyer.

10. **Taxes.** Seller and Buyer agree that all production and other ad valorem taxes attributable to the Properties for the year 2022 and prior years shall be the responsibility of Seller and Buyer shall pay all taxes attributable to the Properties for 2023 and all subsequent years.

11. **Contingencies.** The parties understand and agree that the sale of the Properties is subject to and in satisfaction of the following contingencies:

- a. Subject to approval of merchantable title.
- b. Subject to approval of 100% of the members of Cattleman's Oil, LLC.
- c. Subject to Seller providing Buyer with the net revenue interest in and to the oil and gas leases identified in Exhibit 'A'.
- d. Subject to Buyer securing financing sufficient to fund the purchase price.

12. **Notice.** All notices required to be given pursuant to this agreement shall be given to the parties at the following addresses:

Seller: Cattleman's Oil, LLC
C/O: Leo R. Dorzweiler
2260 Catherine Rd.
Hays, KS 67601

Buyer: Scott Services, LLC
C/O: Josh Scott
P.O Box 215
Natoma, KS 67651-0250

13. **Governing Law.** This Agreement shall be governed and interpreted under the laws of the State of Kansas. The mandatory and exclusive venue for any judicial proceeding permitted in this Agreement is the state courts of competent jurisdiction in Ellis County, Kansas. The Parties consent to the jurisdiction of these courts and waive any defenses they have regarding jurisdiction.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between Buyer and Seller with respect to the transactions contemplated herein and supersedes all prior oral or written agreements.

15. **Survival.** The parties understand and agree that all representations, warranties and indemnifications of the parties contained herein shall survive for a period of twelve (12) months after the Closing Date.

16. **Further Cooperation.** After closing each party shall execute, acknowledge and deliver all documents and take all such acts, which from time to time, may reasonably be requested by the other party in order to carry out the purposes of this Agreement.

17. **Confidentiality.** The existence of this Agreement shall be kept confidential, and neither Buyer nor Seller will make any announcement concerning it without the other party's prior written approval, except as may be required by law.

18. **Counterparts.** This Agreement may be executed in one or more counterparts with the same effect as if all signatures of the parties hereto were on the same document but in such event each counterpart shall constitute an original, and all of such counterparts shall constitute one Agreement.

19. **Binder.** This Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto caused their authorized representatives to execute this Agreement effective on the day first above written.

SELLER:

BUYER:

Cattleman's Oil, LLC

Scott Services, LLC

By: Leo R. Dorzweiler
Name: Leo R. Dorzweiler
Title: Managing Member

By: Josh Scott
Name: Josh Scott
Title: Managing Member

EXHIBIT A

Assignment of Oil and Gas Leasehold Interests

Dorzweiler D (.8203126 NRI)

- (1) Lessors: Daniel J. Dorzweiler and Nicholas Dorzweiler
Lessee: Leo R. Dorzweiler d/b/a Cattlemen's Oil Operations
Date: May 27, 2008
Recorded: Book 694, Page 487
Legal Description: E/2 SW/4 of Section 14-11-17 Ellis County, Kansas
- (2) Lessors: Daniel J. Dorzweiler and Richard Dorzweiler
Lessee: Leo R. Dorzweiler d/b/a Cattlemen's Oil Operations
Date: May 27, 2008
Recorded: Book 694, Page 489
Legal Description: W/2 SW/4 of Section 14-11-17 Ellis County, Kansas

Hadley (.8203125 NRI)

- (3) Lessors: The Hadley Foundation, Inc. non-profit corporation
Lessee: Leo R. Dorzweiler d/b/a Cattlemen's Oil Operations
Date: September 1, 2010
Recorded: Book 751, Page 561
Legal Description: NW/4 of Section 21-11-17 Ellis County, Kansas
- (4) Lessors: The Hadley Foundation, Inc. non-profit corporation
Lessee: Leo R. Dorzweiler d/b/a Cattlemen's Oil Operations
Date: January 24, 2011
Recorded: Book 764, Page 113
Legal Description: NE/4 of Section 20-11-17 Ellis County, Kansas

Johansen (.8203125 NRI)

- (6) Lessors: Phil C. Schmeidler and Brenda S. Schmeidler, his wife
Lessee: Leo R. Dorzweiler d/b/a Cattlemen's Oil Operations
Date: June 7, 2000
Recorded: Book 532, Page 126
Legal Description: N/2 NE/4 of Section 22-11-17 Ellis County, Kansas

Beach E (.8371200 NRI)

- (7) Lessors: Alexander J. Harvey and Verda A. Harvey, husband and wife
Lessee: Pioneer Drilling Co., Inc.
Date: June 1, 1984
Recorded: Book 343, Page 321

Legal Description: S/2 NE/4 and the N/2 SE/4 of Section 22-11-17 Ellis County, Kansas

- (8) Lessors: Liberty Enterprises, Inc.
Lessee: Pioneer Drilling Co., Inc.
Date: June 1, 1984
Recorded: Book 343, Page 323
Legal Description: S/2 NE/4 and the N/2 SE/4 of Section 22-11-17 Ellis County, Kansas

Dorzweiler G (.7058100 NRI)

- (9) Lessors: Leo R. Dorzweiler and Viola A. Dorzweiler, husband and wife
Lessee: Leo R. Dorzweiler d/b/a Cattlemen's Oil Operations
Date: March 29, 1981
Recorded: Book 312, Page 70
Legal Description: SE/4 SW/4 and S/2 SE/4 of Section 10-13-17 Ellis County, Kansas

- (10) Lessors: Leo R. Dorzweiler and Viola A. Dorzweiler, husband and wife
Lessee: Leo R. Dorzweiler d/b/a Cattlemen's Oil Operations
Date: January 15, 1992
Recorded: Book 441, Page 20
Legal Description: W/2 SW/4 of Section 10-13-17 Ellis County, Kansas, less tract

Catherine Unit #1 (.87500 NRI)

- (11) Lessors: Raymond Karlin and Clara Karlin, his wife
Lessee: Darby & Bothwell, Inc.
Date: April 15, 1948
Recorded: Book 72, Page 335
Legal Description: S/2 NE/4 of Section 10-13-17 Ellis County, Kansas

Catherine Unit #2 (.87500 NRI)

- (12) Lessors: B. Anderson, a single man
Lessee: Cities Service Oil Company
Date: April 30, 1947
Recorded: Book 64, Page 387
Legal Description: W/2 SW/4 NW/4 of Section 11-13-17 Ellis County, Kansas

Catherine Unit #3 (.7929690 NRI)

- (13) Lessors: Martin Giebler and Susanna M. Giebler, his wife of Catherine, Kansas
Lessee: H.W. Shields
Date: January 29, 1948

Recorded: Book 72, Page 286
Legal Description: N/2 SE/4 and NE/4 SW/4 of Section 10-13-17 Ellis County,
Kansas

Henry MAI (.82031250 NRI)

(14) Lessors: John Hancock Mutual Life Insurance Company, of Boston, Mass.
Lessee: Earl G. Lay
Date: June 24, 1935
Recorded: Book 20, Page 359
Legal Description: SE/4 of Section 14-11-17 Ellis County, Kansas

Exhibit "B" – SWDs

1. Saltwater Agreement dated June 7, 1976, between Leo R. Dorzweiler and Viola A. Dorzweiler and Cattlemen's Oil Company, granting unto Cattlemen's Oil Company the right to drill and operate a saltwater disposal well in the S/2 SE/4 and W/2 SW/4 of 10-13-17 Ellis County, Kansas, a copy is attached.
2. Saltwater Agreement dated April 11, 2000, between Liberty Operations and Completions, Inc. and Leo R. Dorzweiler a/b/a Cattlemen's Oil Company, granting unto Cattlemen's Oil Company the right to operate a saltwater disposal well in the S/2 SE/4 and W/2 SW/4 of 22 and 23-11-17 Ellis County, Kansas, a copy is attached.
3. Saltwater Agreement dated December 19, 2005, between American Warrior, Inc. and Cattlemen's Oil Company, granting unto Cattlemen's Oil Company the right to operate a saltwater disposal well in the S/2 NE/4 and N/2 SS/4 of 22-11-17 Ellis County, Kansas, a copy is attached.

Exhibit "C" - Equipment

- buildings
- wellbores
- rods
- casing
- tanks
- pumps
- compressors
- separators
- heater treaters
- flowlines
- all personal property and equipment used to operate the SWD's and oil and gas leases.
- and any other equipment situated on said oil and gas leases and associated with the operation thereof.
- well files and data related to the exploration, operation, and development of the Leases

EXCEPTION: Casing, production tubing, rods, and other inventory excluded.

Additional Surface Owner Information:

Janie Dorzweiler

2261 Catherine Rd.

Hays, KS 67601