

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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

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

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

Check applicable boxes:

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

Field Name: _____

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

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

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

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

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

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

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

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Oil / Gas Purchaser: _____

Title: _____

Date: _____

Signature: _____

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

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

Permit No.: _____ . Recommended action: _____

Date: _____

Authorized Signature

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

permitted by No.: _____ .

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

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: _____



CONVEYANCE, ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MORTON

THAT, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Scout Energy Group I, LP, a Texas limited partnership, and Scout Energy Partners I-A, LP, a Delaware liability partnership, whose address is 13800 Montfort Drive, Suite 100, Dallas, Texas 75240 (hereinafter referred to collectively as "Assignor"), does hereby sell, assign and transfer to Palomino Petroleum, Inc., a Kansas Corporation, whose address is 4924 SE 84th Street, Newton, KS 67114 ("Assignee"), its successors and assigns, subject to the terms of this Conveyance and Assignment and Bill of Sale (this "Assignment"), the following (the "Properties"):

(i) all of Assignor's right, title and interest in and to the oil and gas lease described on Exhibit A attached hereto and incorporated herein by reference ("Subject Leases");

(ii) all of Assignor's right, title and interest in and to all personal property and other improvements appurtenant to or located on the Subject Leases and lands pooled therewith, including, without limitation, the wells listed on Exhibit A and lease equipment, facilities and fixtures associated therewith;

(iii) all right, title and interest of Assignor in and to all rights-of-way, easements or similar interests appurtenant to the Subject Leases; and

(iv) all of Assignor's right, title and interest in all contracts, agreements or other instruments and contract rights associated with or incident to the Subject Leases other than (A) master services agreements, and (B) commodity hedging agreements.

The Properties assigned hereby are subject to all the terms, conditions, limitations and the lessor's royalty set forth in the Subject Leases assigned pursuant hereto.

Assignor warrants title to the Properties against claims by all parties claiming by, through, or under Assignor, but not otherwise and only to the extent of such claims by, through, or under Assignor for which Assignee gives Assignor written notice within six (6) months of the date hereof.

Assignee agrees to indemnify and hold Assignor harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character ("Assumed Liabilities") related to the Properties and (a) arising out of,

incident to, or in connection with the ownership, use, occupancy, operation or abandonment of the Properties, or the maintenance, use, handling or resale of the equipment, and to the extent timely written notice is not given to Assignor pursuant to the immediately following paragraph, that, in each case, arises before the Effective Date, (b) without limiting Assignee's remedies for Environmental Defects under the Letter Agreement (as defined below), incurred or imposed pursuant to any environmental law ("Environmental Liabilities") to the extent arising from, based upon, related to or associated with the Properties, regardless of whether such Environmental Liabilities are deemed to have arisen or accrued or are attributable to periods before, on or after the Effective Date, and (c) related to the plugging, abandonment and remediation of any well(s) on the Subject Leases or lands pooled therewith, including but not limited to those listed on Exhibit A of this Assignment. If it becomes necessary to plug and abandon or remediate any well(s) on the Subject Leases or lands pooled therewith, including but not limited to those listed on Exhibit A of this Assignment, Assignee, at Assignee's sole risk and expense, will plug and abandon and remediate said well(s) in accordance with all local, state and federal laws, rules and regulations and will restore the premises pursuant to the terms and provisions contained in the applicable Subject Leases described on Exhibit A attached hereto.

Except to the extent constituting an Assumed Liability, Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all liabilities arising out of, incident to, or in connection with use, occupancy or operation of the Properties before the Effective Date, but limited to the extent that Assignee gives Assignor written notice of such liability within six (6) months of the date hereof.

THE INDEMNIFICATION, RELEASE AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS ASSIGNMENT SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE ACTIVE, PASSIVE, COMPARATIVE, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF THE PARTIES HERETO.

Assignor agrees to execute and deliver all such other notices, releases and other documents, and will do all such other acts and things, as may be necessary more fully to assure to Assignees, or their successors or assigns, all of the respective rights herein granted or intended to be granted.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment is entered into pursuant to that certain letter agreement between Assignor and Assignee dated August 22, 2023 (the "Letter Agreement"). In the event of a conflict between the terms of the Letter Agreement and this Assignment, the Letter Agreement will control.

This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction.

All exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such exhibits to instruments on file in the public records are made for all purposes.

EXECUTED this 29th day of August 2023, to be effective, however, as of 12:01 a.m., August 1, 2023 (the "Effective Date").

ASSIGNOR:

SCOUT ENERGY GROUP I, LP
By: Scout Energy Group I GP LLC, its General Partner

By: Todd Flott
Todd Flott, Managing Director

SCOUT ENERGY PARTNERS I, LP
By: Scout Energy Group I, LP, its General Partner
By: Scout Energy Group I GP LLC, its General Partner

By: Todd Flott
Todd Flott, Managing Director

ASSIGNEE:

Palomino Petroleum, Inc.

By: Nicholas P Gerstner
Name: Nicholas Gerstner
Title: Vice President

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me this 29th day of August, 2023, by Todd Flott, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as the Managing Director of Scout Energy Group I GP, LLC, which is the General Partner of Scout Energy Group I, LP, which is in turn the General Partner of Scout Energy Partners I-A, LP, a Delaware limited partnership, as the act and deed of said limited liability company and limited partnerships, for the purpose and consideration therein expressed.

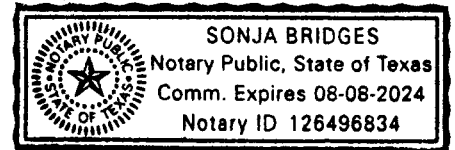
In witness whereof, I hereunto set my hand and official seal.

Sonja Bridges

Notary Public of the State of Texas

My Commission Expires:

08-08-2024

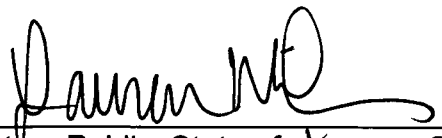


STATE OF KANSAS

§
§
§

COUNTY OF Harvey

This instrument was acknowledged before me on the 1 day of September 2023, by Nicholas Gerstner, Vice President of Palomino Petroleum, Inc., a Kansas Corporation.



Notary Public, State of Kansas

My Commission Expires:

May 2, 2025



RELEASE OF NET PROFITS OVERRIDING ROYALTY INTEREST

Scout Energy Partners I-B, LP join in this Conveyance, Assignment and Bill of Sale (this "Assignment") for the limited purpose of releasing the interests assigned by this Assignment from any Conveyance of Net Profits Overriding Royalty Interest conveyed to Scout Energy Partners I-B, LP, whether recorded in the records of Morton County, Kansas or not, such that Assignee shall receive the interests conveyed by this Assignment free and clear from any burden related to such Conveyance of Net Profits Overriding Royalty Interest.

SCOUT ENERGY PARTNERS I-B, LP

By: Scout Energy Group I, LP, its General Partner

By: Scout Energy Group I GP, LLC, its General Partner

By: Todd Flott
Todd Flott, Managing Director

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 29th day of August, 2023, by Todd Flott, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as the Managing Director of Scout Energy Group I GP, LLC, which is the General Partner of Scout Energy Group I, LP, which is in turn the General Partner of Scout Energy Partners I-B, LP, a Delaware limited partnership, as the act and deed of said limited liability company and limited partnerships, for the purpose and consideration therein expressed.

In witness whereof, I hereunto set my hand and official seal.

Sonja Bridges
Notary Public of the State of Texas
My Commission Expires:
08-08-2024

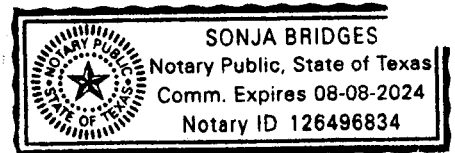


Exhibit "A" Wells

Attached to that certain Assignment Bill of Sale effective dated August 1, 2023 between Scout Energy Group J, LP and Scout Energy Partners I-A, LP as Sellers and Palomino Petroleum, Inc. as Buyer.

Well	Operator	API	State	County
BERRYMAN RICHFIELD UNIT 2-1	Scout Energy Management, LLC	1512910179	Kansas	Morton
BERRYMAN RICHFIELD UNIT 26-3	Scout Energy Management, LLC	1512910586	Kansas	Morton
BERRYMAN RICHFIELD UNIT 22-2	Scout Energy Management, LLC	1512910589	Kansas	Morton
BERRYMAN RICHFIELD UNIT 26-2	Scout Energy Management, LLC	1512910592	Kansas	Morton
BERRYMAN RICHFIELD UNIT 2-4	Scout Energy Management, LLC	1512920020	Kansas	Morton
BERRYMAN RICHFIELD UNIT 5-1	Scout Energy Management, LLC	1512920035	Kansas	Morton
BERRYMAN RICHFIELD UNIT 6-2	Scout Energy Management, LLC	1512920039	Kansas	Morton
BERRYMAN RICHFIELD UNIT 10-1	Scout Energy Management, LLC	1512920056	Kansas	Morton
BERRYMAN RICHFIELD UNIT 7-1	Scout Energy Management, LLC	1512920057	Kansas	Morton
BERRYMAN RICHFIELD UNIT 1-1	Scout Energy Management, LLC	1512920060	Kansas	Morton
BERRYMAN RICHFIELD UNIT 6-3	Scout Energy Management, LLC	1512920612	Kansas	Morton
BERRYMAN RICHFIELD UNIT 15-1	Scout Energy Management, LLC	1512920070	Kansas	Morton
BERRYMAN RICHFIELD UNIT 15-2	Scout Energy Management, LLC	1512920072	Kansas	Morton
BERRYMAN RICHFIELD UNIT 14-1	Scout Energy Management, LLC	1512920073	Kansas	Morton
BERRYMAN RICHFIELD UNIT 19-1	Scout Energy Management, LLC	1512920083	Kansas	Morton
BERRYMAN RICHFIELD UNIT 12-3	Scout Energy Management, LLC	1512920503	Kansas	Morton
BERRYMAN RICHFIELD UNIT 10-2	Scout Energy Management, LLC	1512920700	Kansas	Morton
BERRYMAN RICHFIELD UNIT 5-2	Scout Energy Management, LLC	1512920611	Kansas	Morton
BERRYMAN RICHFIELD UNIT 4-4	Scout Energy Management, LLC	1512920747	Kansas	Morton
BERRYMAN RICHFIELD UNIT 15-4	Scout Energy Management, LLC	1512920806	Kansas	Morton
BERRYMAN RICHFIELD UNIT 4-2	Scout Energy Management, LLC	1512920661	Kansas	Morton
BERRYMAN RICHFIELD UNIT 4-3	Scout Energy Management, LLC	1512920699	Kansas	Morton
BERRYMAN RICHFIELD WSW 1	Scout Energy Management, LLC		Kansas	Morton
BERRYMAN RICHFIELD UNIT 11-2	Scout Energy Management, LLC	1512920701	Kansas	Morton
BERRYMAN RICHFIELD UNIT 12-4	Scout Energy Management, LLC	1512920507	Kansas	Morton
BERRYMAN RICHFIELD UNIT 9-2	Scout Energy Management, LLC	1512920065	Kansas	Morton
BERRYMAN RICHFIELD UNIT 19-2	Scout Energy Management, LLC	1512920807	Kansas	Morton
BERRYMAN RICHFIELD UNIT 6-4	Scout Energy Management, LLC	1512921931	Kansas	Morton
BERRYMAN RICHFIELD UNIT 9-4	Scout Energy Management, LLC	1512920614	Kansas	Morton
BERRYMAN RICHFIELD UNIT 14-4	Scout Energy Management, LLC	1512921933	Kansas	Morton
BERRYMAN RICHFIELD UNIT 9-5	Scout Energy Management, LLC	1512921932	Kansas	Morton
BERRYMAN RICHFIELD UNIT 18-3	Scout Energy Management, LLC	1512921934	Kansas	Morton
BERRYMAN RICHFIELD UNIT 9-1A	Scout Energy Management, LLC	1512921955	Kansas	Morton
BERRYMAN RICHFIELD UNIT 12-5	Scout Energy Management, LLC	1512921935	Kansas	Morton

Attached to that certain Assignment Bill of Sale effective dated August 1, 2023 between Scout Energy Group I, LP and Scout Energy Partners I-A, LP as Sellers and Palomino Petroleum, Inc. as Buyer.

LESSOR	LESSEE	DATE	BOOK	PAGE	ENTRY	COUNTY	STATE
A C BOWKER	PANHANDLE EASTERN PIPELINE COMPANY	1/9/1953	17	205		MORTON	KANSAS
A C BOWKER	PANHANDLE EASTERN PIPELINE COMPANY	1/9/1953	17	207		MORTON	KANSAS
P L MILLER	LADD PETROLEUM COMPANY	7/5/1972	22	196		MORTON	KANSAS
P L MILLER	LADD PETROLEUM COMPANY	7/5/1972	22	200		MORTON	KANSAS
H C BOWKER	JOHN A FRANKLIN	9/8/1943	11	180		MORTON	KANSAS
GLADYS HOFFMAN ET VIR	CHAMPLIN REFINING COMPANY	6/7/1954	18	355		MORTON	KANSAS
WALTER O DAVIS ET UX	LADD PETROLEUM CORPORATION	2/10/1971	22	177		MORTON	KANSAS
MERYLE RAY HEYEN ET UX	PINON PETROLEUM CORPORATION	7/28/1972	22	211		MORTON	KANSAS
HELEN MILLS TODD ET VIR	LADD PETROLEUM COPORATION	2/1/1975	23	272		MORTON	KANSAS
IVAN MILLS ET UX	CITIES SERVICE OIL COMPANY	6/18/1943	11	35		MORTON	KANSAS
EMILE DAMARE JR	LADD PETROLEUM CORPORATION	3/22/1976	UNRECORDED	UNRECORDED	UNRECORDED	MORTON	KANSAS
ADRIAN G DUPLANTIER	LADD PETROLEUM CORPORATION	3/22/1976	UNRECORDED	UNRECORDED	UNRECORDED	MORTON	KANSAS
J K BYRNE	LADD PETROLEUM CORPORATION	3/22/1976	23	403		MORTON	KANSAS
N C CURTIS	LADD PETROLEUM CORPORATION	3/22/1976	23	409		MORTON	KANSAS
MRS MARY W DAVIS	LADD PETROLEUM CORPORATION	3/22/1976	23	405		MORTON	KANSAS
TOM MAXWELL	LADD PETROLEUM CORPORATION	3/22/1976	23	413		MORTON	KANSAS
RICHARD B MONTGOMERY JR	LADD PETROLEUM CORPORATION	3/22/1976	23	391		MORTON	KANSAS
NASH C ROBERTS JR	LADD PETROLEUM CORPORATION	3/22/1976	23	393		MORTON	KANSAS
GEORGE ROMAN ET UX	LADD PETROLEUM CORPORATION	3/22/1976	23	411		MORTON	KANSAS
DR WILLIAM A ROY	LADD PETROLEUM CORPORATION	3/22/1976	23	407		MORTON	KANSAS
GEORGE R SHAW	LADD PETROLEUM CORPORATION	3/22/1976	23	395		MORTON	KANSAS
ATWOOD L RICE	LADD PETROLEUM CORPORATION	3/22/1976	23	397		MORTON	KANSAS
HENRY J READ	LADD PETROLEUM CORPORATION	3/22/1976	23	399		MORTON	KANSAS
ARTHUR WEID	LADD PETROLEUM CORPORATION	3/22/1976	23	401		MORTON	KANSAS
EMILY I READ	LADD PETROLEUM CORPORATION	3/22/1976	23	417		MORTON	KANSAS
EMILIE L TURNER	LADD PETROLEUM CORPORATION	3/22/1976	23	415		MORTON	KANSAS
WM B REILY JR ESTATE	LADD PETROLEUM CORPORATION	3/22/1976	25	56		MORTON	KANSAS
MRS WENDY G REILY	LADD PETROLEUM CORPORATION	3/22/1976	25	52		MORTON	KANSAS
WILLIAM B REILY III	LADD PETROLEUM CORPORATION	3/22/1976	25	54		MORTON	KANSAS
EDWARD M BOSTICK ESTATE	LADD PETROLEUM CORPORATION	3/22/1976	UNRECORDED	UNRECORDED	UNRECORDED	MORTON	KANSAS
WALTER O DAVIS ET UX	LADD PETROLEUM CORPORATION	2/1/1975	23	268		MORTON	KANSAS
RIO HONDO OIL AND DEVELOPMENT CORP	T J BURDEN	3/13/1961	20	508		MORTON	KANSAS
WALTER O DAVIS ET UX	LADD PETROLEUM CORPORATION	12/14/1960	20	479		MORTON	KANSAS
ELMER L NEPTUNE ET UX	EDWIN L COX	7/18/1953	18	59		MORTON	KANSAS
GERTRUDE ADDINGTON ET AL	ESCU AND BURDEN	5/2/1961	21	144		MORTON	KANSAS
LYDIA VANDERVORT	PANHANDLE EASTERN PIPE LINE COMPANY	1/7/1952	16	399		MORTON	KANSAS
H C BOWKER	CITIES SERVICE OIL COMPANY	6/6/1947	13	227		MORTON	KANSAS
WALTER O DAVIS & MAGGIE DAVIS	CITIES SERVICE GAS COMPANY	12/26/1946	13	98		MORTON	KANSAS
WALTER O DAVIS & MAGGIE DAVIS	CITIES SERVICE OIL COMPANY	6/26/1943	10	362		MORTON	KANSAS
USA KSW 0252697	R E MASSENGILL	6/4/1965	21	325		MORTON	KANSAS
USA KSNM 67943	C H TODD INC	6/8/1987	42	433		MORTON	KANSAS
USA KSNM 67658	CITIES SERVICE OIL COMPANY	1/30/1987	42	183		MORTON	KANSAS
USA KSNM 78018	MATAGORDA ISLAND EXPLORATION CORPOR	10/18/1988	45	108		MORTON	KANSAS

EXHIBIT "A"

BERRYMAN RICHFIELD UNIT

		Record																			
Lessor	Lessee	County	State	Book	Page	Date	Section	Township	Range	Description											
	Panhandle Eastern Pipeline Company	Morton	KS	17	205	1/9/1953	26	32S	41W	ALL OF SECTION 26: Upper Morrow Formation Only											
A.C. Bowker	Panhandle Eastern Pipeline Company	Morton	KS	17	207	1/9/1953	35	32S	41W	NW/4 Upper Morrow Formation Only											
George C. Lemon (atty in fact for P.L. Miller)	Ladd Petroleum Corp.	Morton	KS	22	196	7/15/1972	27	32S	41W	SW/4											
George C. Lemon (atty in fact for P.L. Miller)	Ladd Petroleum Corp.	Morton	KS	22	200	7/15/1972	34	32S	41W	NW/4											
H.C. Bowker	John A. Franklin	Morton	KS	11	180	11/8/1943	27	32S	41W	SE/4											
H.C. Bowker	John A. Franklin	Morton	KS	11	180	11/8/1943	34	32S	41W	NE/4											
Gladys Hoffman, et vir	Champlin Refining Co	Morton	KS	18	355	6/7/1954	34	32S	41W	SW/4											
Walker O. Davis & Maggie Davis	Ladd Petroleum Corp.	Morton	KS	22	177	2/10/1971	3	33S	41W	SW/4											
Meryle Ray Heyen, et ux	Pinon Petroleum Corp	Morton	KS	22	211	7/28/1972	4	33S	41W	SE/4											
Helen Mills Todd and Henry W. Todd	Ladd Petroleum Corp.	Morton	KS	23	272	2/1/1975	8	33S	41W	SE/4: Upper Morrow Formation Only											
USA KS W-0252697	R.E. Massengill	Morton	KS	21	325	6/4/1965	9	33S	41W	SE/4: As to Operating Rights Only											
Ivan Mills et ux	Cities Service Oil Company	Morton	KS	11	35	6/18/1943	9	33S	41W	SW/4 and N/2: Surface down to 200' below 5,100'											
Emille Damare, JR	Ladd Petroleum Corp.	Morton	KS			3/22/1976	10	33S	41W	NE/4: Upper Morrow Formation Only											
Adrian G. Duplantier	Ladd Petroleum Corp.	Morton	KS			3/22/1976	10	33S	41W	NE/4: Upper Morrow Formation Only											
J.K. Byrne	Ladd Petroleum Corp.	Morton	KS	23	403	3/22/1976	10	33S	41W	NE/4: Upper Morrow Formation Only											
N.C. Curtis	Ladd Petroleum Corp.	Morton	KS	23	409	3/22/1976	10	33S	41W	NE/4: Upper Morrow Formation Only											
Mrs. Mary Davis	Ladd Petroleum Corp.	Morton	KS	23	405	3/22/1976	10	33S	41W	NE/4: Upper Morrow Formation Only											
Tom Maxwell	Ladd Petroleum Corp.	Morton	KS	23	413	3/22/1976	10	33S	41W	NE/4: Upper Morrow Formation Only											

EXHIBIT "A"

BERRYMAN RICHFIELD UNIT

Lessor		Lessee		County	State	Book	Page	Date	Section	Township	Range	Description
Record												
Rio Hondo Oil and Development Corp.		T.J. Burden		Morton	KS	20	508	3/13/1961	10	33S	41W	SW/4
												NE/4:
Walter O. Davis et ux		Nelson E. Escue		Morton	KS	20	479	12/14/1960	10	33S	41W	Down through Winfield Formation
USA KS NMI 67943		C.H. Todd Inc.		Morton	KS	42	433	6/18/1987	16	33S	41W	S/2
USA KS NM 67658		Cities Service Oil & Gas Corporation		Morton	KS	42	183	1/30/1987	16	33S	41W	NE/4
												NW/4:
Elmer L. Neptune, et ux		Edwin L. Cox		Morton	KS	18	59	7/18/1953	16	33S	41W	Upper Morrow Formation Only
		Escue & Burden										
Gertrude Addington et al		(Tom Burden and Nelson Escue)		Morton	KS	21	144	5/2/1961	8	33S	41W	NE/4
		Panhandle Eastern Pipe Line Company										NW/4:
Lydia Vandervort				Morton	KS	16	399	1/17/1952	3	33S	41W	Upper Morrow Formation Only
												NE/4:
H.C. Bowker		Cities Service Oil Company		Morton	KS	13	227	6/6/1947	3	33S	41W	Upper Morrow Formation Only
												Lot 3, E/2 NW/4 and SW/4 NW/4: Operating Rights as to the Upper Morrow Formation
KS NM-78018		Matagorda Island Exploration Corp.		Morton	KS	45	108	1/23/1989	2	33S	41W	SE/4: Only
Walter O. Davis & Maggie Davis		Cities Service Gas Company		Morton	KS	13	98	12/26/1946	3	33S	41W	Upper Morrow Formation Only
												NW/4:
Walter O. Davis & Maggie Davis		Cities Service Oil Company		Morton	KS	10	362	6/26/1943	10	33S	41W	Upper Morrow Formation Only

EXHIBIT "A"

BERRYMAN RICHFIELD UNIT

		Record								
Lessor	Lessee	County	State	Book	Page	Date	Section	Township	Range	Description
Amendment to Waterwell Agreement:										
Warren Bowker, Sr.	Ladd Petroleum Corporation	Morton	KS			6/1/1987	34	325	41W	Berryman-Richfield Unit
Plant Site Lease:										
Warren Bowker, Sr.	Phoenix Petrocorp, Inc.	Morton	KS	150	149	6/1/2007	3	33S	41W	2 Acre Tract in the NW/4 NE/4
Plant Site Lease:										
Wesley Nelson	Phoenix Petrocorp, Inc.	Morton	KS			7/29/2009	9	33S	41W	
Berryman-Richfield Unit Agreement										
		Morton	KS			9/30/1974				
Berryman-Richfield Unit Operating Agreement										
		Morton	KS			9/30/1974				
Berryman-Richfield Unit Gas Contract										
Warren Bowker, Jr.	Linn Energy	Morton	KS							
Crude Oil Purchase Agreement										
Phoenix PetroCorp. Inc.	C P Energy	Morton	KS			10/11/2011				