# 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:	I
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:
Gas Gathering System:	Lease Name:
Saltwater Disposal Well - Permit No.:	.
Spot Location:feet from N / S Line	SecTwpREV
feet from E / W Line	Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells**	Production Zone(s):
Field Name:	Injection Zone(s):
** Side Two Must Be Completed.	injection zone(e).
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:
Acknowledgment of Transfer: The above request for transfer of injection	on authorization, surface pit permit # has been
noted, approved and duly recorded in the records of the Kansas Corporation	on Commission. This acknowledgment of transfer pertains to Kansas Corporation
Commission records only and does not convey any ownership interest in the	e 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:	
. Noodillionded action.	portinition by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC

### Side Two

## Must Be Filed For All Wells

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* Lease Name: _		* Location:											
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<sup>\*</sup> When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

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# Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
July 2021
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All blanks must be Filled

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent)	CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	Sec TwpS. R 🔲 East 🗌 West
Address 1:	County:
Address 2:	
City: State: Zip: +	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	
are preliminary non-binding estimates. The locations may be enter  Select one of the following:   I certify that, pursuant to the Kansas Surface Owner is provided the following to the surface owner(s) of the latest contents.	Is, tank batteries, pipelines, and electrical lines. The locations shown on the platered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.  Notice Act (see Chapter 55 of the Kansas Statutes Annotated), I have and upon which the subject well is or will be located: 1) a copy of the
	Im filing in connection with this form; 2) if the form being filed is a Form 3) my operator name, address, phone number, fax, and email address.
the KCC will be required to send this information to the s	er(s). I acknowledge that, because I have not provided this information, surface owner(s). To mitigate the additional cost of the KCC performing ad address of the surface owner by filling out the top section of this form able to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 had form and the associated Form C-1, Form CB-1, Form T-1, or Form	ndling fee with this form. If the fee is not received with this form, the KSONA-1 m CP-1 will be returned.
I hereby certify that the statements made herein are true and cor	rect to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

# ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS §
COUNTY OF MEADE §

This Assignment, Bill of Sale and Conveyance (this "Assignment"), effective as of the Effective Time (defined below), is from URBAN OIL AND GAS PARTNERS B-1, LP, a Delaware limited partnership, and URBAN FUND II, LP, a Texas limited partnership, whose address is 1000 E. 14<sup>th</sup> Street, Suite 300, Plano, Texas 75074 (collectively, "Assignor"), to BURK ROYALTY CO., LTD., a Texas limited partnership, whose address is 4245 Kemp Blvd., Ste. 600, Wichita Falls, Texas 76308 ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Purchase and Sale Agreement, dated as of October 1, 2023, by and between Assignor and Assignee (the "Purchase Agreement").

# ARTICLE 1 CONVEYANCE OF ASSETS

### Section 1.1 Conveyance of Assets.

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and full sufficiency of which are hereby acknowledged, Assignor does, subject to the reservations, covenants, terms and conditions of this Assignment and with effect as of the Effective Time, hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, SET OVER and DELIVER to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest, whether legal or equitable, in and to the following (save and except the Excluded Assets (as defined below)) (collectively, the "Assets"):

- (a) The oil and gas leases and oil, gas and mineral leases, fee minerals, and subleases and other leaseholds described in <a href="Exhibit A">Exhibit A</a> together with any and all other right, title and interest of Assignor in and to the leasehold estates created thereby or that are currently or previously held by production from a Well (collectively, the "Leases"), including all overriding royalty interests, and the oil, gas, and all other hydrocarbons and non-hydrocarbons ("Hydrocarbons") attributable to or produced from the Leases after the Effective Time, and the lands covered thereby or the lands pooled, unitized, or communitized therewith (the "Lands"), and all contract rights, title and other interests of Assignor insofar, and only insofar, as the same are associated with the Leases, Hydrocarbons, and Lands;
- (b) The oil, gas, monitoring, injection, salt water disposal and water wells located on the Leases and Lands whether producing, non-producing, operating, plugged, abandoned, shut-in or

temporarily abandoned, including but not limited to the wells described in <a href="Exhibit B"><u>Exhibit B</u></a> (collectively, the "Wells"), the pipelines and facilities associated or used in connection with the Leases and Wells, and all real property, tangible personal property, equipment, fixtures, improvements, permits, rights-of-way, easements, and other rights to use the surface (including, but not limited to, those rights-of-way, surface use agreements, and easements, if any, described in <a href="Exhibit C"><u>Exhibit C</u></a>), in each case used or held for use in connection with the exploration, development, production, gathering, treatment, handling, processing, storing, transporting, sale or disposal of Hydrocarbons or water produced from the properties and interests described in this <a href="Section 1.1"><u>Section 1.1</u></a>, including all equipment installed on the Leases, Lands, or Wells as of the Effective Time;

- (c) The unitization, pooling, and communitization agreements, declarations and orders, and the units created thereby and all other such agreements relating to the properties and interests described in this <u>Section 1.1</u> and to the production of Hydrocarbons, if any, attributable to said properties or interests (the "Units," and, together with the Leases, Lands, and Wells, the "<u>Properties</u>");
- (d) All existing and effective gathering and processing contracts, operating agreements, facilities agreements, balancing agreements, farmout agreements, and any other contracts or legally binding arrangement (but excluding, however, any Lease, easement, right-of-way, permit or other instrument creating or evidencing an interest in the Assets or any real or immovable property related to or used in connection with the operations of any Asset), only to the extent they relate to the properties and interests as described in this <a href="Section 1.1">Section 1.1</a> (including, but not limited to, those contracts, if any, described in <a href="Exhibit D">Exhibit D</a>) (the "Contracts");
- (e) All equipment, facilities, machinery, fixtures, and other tangible personal property and improvements that are located on the Properties to the extent, and only to the extent, that they are used or held for use in connection with the ownership or operation of the Properties or any of the other Assets or the production, treatment, storage, disposal, or transportation of Hydrocarbons or other substances therefrom (including all such wellhead equipment, pumps, pumping units, Hydrocarbon measurement facilities, flowlines, gathering systems, piping, pipelines, compressors, tanks, treatment facilities, injection facilities, disposal facilities, compression facilities, manifolds, pads, structures, buildings and other materials, supplies, facilities and machinery not otherwise specifically mentioned in this Assignment) (the "Equipment");
- (f) The files and records in the manner currently maintained by Assignor to the extent directly related to the interests described in this <u>Section 1.1</u>, and all digital well files maintained by Assignor, including, but not limited to, seismic records, surveys and well logs to the extent Assignor has the right to disclose them (subject to the Excluded Assets, the "<u>Records</u>");
- (g) Except as expressly excluded pursuant to <u>Section 1.2(s)</u>, all imbalances relating to the Properties;
- (h) All Hydrocarbons in storage or existing at the Effective Time in stock tanks, pipelines and/or plants (including inventory) and produced from or attributable to the Properties.
- (i) All rights, claims, and causes of action to the extent attributable to the interests described in <u>Section 1.1</u> insofar as such interests arise on, or after the Effective Time or relate to any Assumed Liabilities.

SAVE AND EXCEPT THE EXCLUDED ASSETS AS DESCRIBED BELOW.

Section 1.2 Excluded Assets.

Notwithstanding anything to the contrary in this Assignment, THE ASSETS SHALL NOT INCLUDE, AND ASSIGNOR HEREBY EXCEPTS, RESERVES AND EXCLUDES FROM THIS ASSIGNMENT all of Assignor's right, title and interest in and to the following (the "Excluded Assets"):

- (a) All rights, claims, and causes of action, whether arising before, on, or after the Effective Time, to the extent such rights, claims, and causes of action relate to any of the Retained Liabilities or any of Assignor's indemnity obligations under the Purchase Agreement;
- (b) Any accounts receivable, trade accounts, accounts payable (other than Suspended Revenues) or any other receivables affecting the interests described in <u>Section 1.1</u> accruing before the Effective Time;
- (c) All corporate, financial, tax, and legal (other than title) records of Assignor, and all books, records and files related to the Excluded Assets;
- (d) all claims and causes of action of Assignor (i) arising from acts, omissions or events related to, or damage to or destruction of, the Assets, occurring prior to the Effective Time, (ii) arising under or with respect to any of the Contracts that are attributable to periods of time prior to the Effective Time (including, without limitation, claims for adjustments or refunds), or (iii) with respect to any of the Excluded Assets;
- (e) all rights, titles, claims and interests of Assignor relating to the Assets prior to the Effective Time (i) under any policy or agreement of insurance or indemnity; (ii) under any bond; or (iii) to any insurance or condemnation proceeds or awards;
- (f) all Hydrocarbons produced from or attributable to the Assets with respect to all periods prior to the Effective Time, together with all proceeds from or of such Hydrocarbons;
- (g) all claims of Assignor for refund of or loss carry forwards with respect to production, windfall profit, severance, ad valorem or any other taxes attributable to any period prior to the Effective Time or attributable to the Excluded Assets, or income or franchise taxes;
- (h) all amounts due or payable to Assignor as adjustments or refunds under any contracts or agreements (including take-or-pay claims) affecting the Assets, attributable to periods prior to the Effective Time;
- (i) all amounts due or payable to Assignor as adjustments to insurance premiums related to the Assets attributable to any period prior to the Effective Time;
- (j) all of Assignor's computer software, patents, trade secrets, copyrights, names, marks and logos and all information technology assets, including desktop computers, laptop computers, servers, networking equipment and any associated peripherals and other computer hardware, all radio and telephone equipment, smartphones, tablets and other mobility devices, well communication devices, and any other information technology system;
  - (k) all of Assignor's leased or owned automobiles and trucks;
- (1) any of the Assets excluded from the transactions contemplated hereunder pursuant to the express terms of the Purchase Agreement;
- (m) all area-wide permits and licenses or other permits, licenses or authorizations used in the conduct of Assignor's business generally;

- (n) All contracts of insurance;
- (o) all bonds, letters of credit and guarantees, if any, posted by Assignor or its affiliates with Governmental Authorities and relating to the Assets;
- (p) all privileged attorney-client communications, files, records or other documents (other than title opinions) and all Excluded Information;
- (q) copies at Assignor's expense, including electronic copies (but not the originals) of all Records;
- (r) all materials and information that cannot be disclosed to Assignee as a result of confidentiality obligations to third parties; and
- (s) that certain imbalance relating to the Adams-Ashley #1 well as further described in the Purchase Agreement.

TO HAVE AND TO HOLD the Assets, together with all rights, privileges and appurtenances thereto, unto Assignee and its successors and assigns forever, subject to the reservations, covenants, terms and conditions set forth in this Assignment.

# ARTICLE 2 SPECIAL WARRANTY AND DISCLAIMERS

# Section 2.1 Special Warranty of Title.

Assigner warrants Defensible Title (as defined in the Purchase Agreement) to the Assets unto Assignee, its successors and assigns, from and against all persons lawfully claiming or to claim the same or any part thereof, by, through and under Assignor but not otherwise, subject to the Permitted Encumbrances (as defined in the Purchase Agreement). The Parties acknowledge and agree that the foregoing warranty shall constitute and be considered a special warranty of title by, through and under Assignor under applicable laws.

### Section 2.2 Subrogation.

Assignor hereby assigns to Assignee all rights, claims and causes of action under title warranties given or made by Assignor's predecessors in interest with respect to the Assets, and Assignee is specifically subrogated to all rights which Assignor may have against such predecessors in interest with respect to the Assets, to the extent Assignor may legally transfer such rights and grant such subrogation.

## Section 2.3 Disclaimers of Warranties and Representations.

EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT OR IN <u>SECTION 2.1</u> OF THIS ASSIGNMENT, (A) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (B) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR TO ANY OF ASSIGNEE'S REPRESENTATIVES (INCLUDING, ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE OR TO ANY OF ASSIGNEE'S REPRESENTATIVES BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT,

ACCOUNTANT, ATTORNEY, REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES).

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN ARTICLE V OF THE PURCHASE AGREEMENT OR IN THE SPECIAL WARRANTY INCLUDED IN THIS ASSIGNMENT, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (i) TITLE TO ANY OF THE ASSETS, (ii) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (iii) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (iv) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (v) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (vi) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN MARKETABILITY OF THE ASSETS, (vii) THE CONTENT, CHARACTER OR NATURE OF INFORMATION MEMORANDUM, REPORTS, BROCHURES, STATEMENTS PREPARED BY ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (viii) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR TO ASSIGNEE'S REPRESENTATIVES OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (ix) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT.

WITH RESPECT TO THE EQUIPMENT, ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, OR RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND, BY CLOSING THE TRANSACTION CONTEMPLATED HEREIN, ASSIGNEE SHALL BE DEEMED TO HAVE MADE OR CAUSED TO HAVE BEEN MADE SUCH INSPECTIONS OF THE ASSETS AS ASSIGNEE DEEMED APPROPRIATE.

EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY REPRESENTED IN ARTICLE V OF THE PURCHASE AGREEMENT, ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF HAZARDOUS SUBSTANCES INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THE PURCHASE AGREEMENT, THIS ASSIGNMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND SUBJECT TO ASSIGNEE'S LIMITED RIGHTS AS EXPRESSLY SPECIFIED IN THE PURCHASE AGREEMENT FOR A BREACH OF ASSIGNOR'S REPRESENTATIONS SET FORTH IN THE PURCHASE AGREEMENT,

ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION AND, BY CLOSING THE TRANSACTION CONTEMPLATED HEREIN, ASSIGNEE SHALL BE DEEMED TO HAVE MADE OR CAUSED TO HAVE BEEN MADE SUCH ENVIRONMENTAL INSPECTIONS OF THE ASSETS AS ASSIGNEE DEEMED APPROPRIATE.

ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2.3 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

# ARTICLE 3 MISCELLANEOUS

- Section 3.1 <u>Assignment Subject to the Purchase Agreement</u>. This Assignment is executed and delivered pursuant to the terms of the Purchase Agreement and is specifically made subject to the terms, conditions and covenants contained therein. Nothing herein shall modify the obligations of the Parties as set forth in the Purchase Agreement. The Purchase Agreement shall not be merged into this Assignment and shall continue in full force and effect in accordance with its terms. In the event of a conflict between the provisions of the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control. Notwithstanding the foregoing, third parties may conclusively rely on this Assignment to vest title to the Assets in Assignee.
- Section 3.2 <u>Assumed Obligations</u>. Assignee, subject in each case to the terms of the Purchase Agreement, assumes and agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the Assumed Obligations.
- Section 3.3 Further Assurances. Assignor and Assignee agree that, from time to time, each of them will execute, acknowledge and deliver all such further instruments of conveyance and transfer and take such other actions as may be reasonably requested by the other Party for carrying out the purposes and intents of this Assignment.
- THIS ASSIGNMENT AND THE OTHER Governing Law and Venue. Section 3.4 DOCUMENTS DELIVERED PURSUANT HERETO AND THE LEGAL RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW, RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF THIS ASSIGNMENT AND SUCH OTHER DOCUMENTS TO THE LAWS OF ANOTHER JURISDICTION. ALL OF THE PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE COURTS OF THE STATE OF TEXAS FOR ANY ACTION ARISING OUT OF THIS ASSIGNMENT OR THE OTHER DOCUMENTS EXECUTED PURSUANT TO OR IN CONNECTION WITH THIS ASSIGNMENT. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS ASSIGNMENT OR THE OTHER DOCUMENTS EXECUTED PURSUANT TO OR IN CONNECTION WITH THIS ASSIGNMENT SHALL BE EXCLUSIVELY LITIGATED IN COURTS HAVING SITES IN DALLAS, DALLAS COUNTY, TEXAS. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.

- Section 3.5 <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. All references herein to either Assignor or Assignee shall include their respective successors and assigns.
- Section 3.6 <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one instrument. To facilitate recordation or filing of this Assignment, each counterpart filed with a county or state agency or office may contain only those portions of the Exhibits to this Assignment that describe property in that county or under the jurisdiction of that agency or office. Complete copies of this Assignment containing the entire Exhibits have been retained by Assignor and Assignee. By recording this Assignment, Assignee hereby agrees to all of the terms and conditions (including the assumptions) set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the respective dates of acknowledgment hereof, but made effective as to all of the Assets as of October 1, 2023 at 12:01 a.m., Central Time (the "Effective Time").

## ASSIGNOR:

URBAN OIL AND GAS PARTNERS B-1, LP

By: Urban Fund II, LP its general partner

By: Urban Fund II GP, LLC, its general partner

By:\_\_\_\_\_Brent Kirby

General Counsel

URBAN FUND II, LP

By: Urban Fund II GP, LLC, its general partner

By:\_\_\_\_

Brent Kirby General Counsel

### **ACKNOWLEDGMENTS**

STATE OF TEXAS §

COUNTY OF COLLIN §

This Assignment was acknowledged before me on this 15th day of December, 2023, by Brent A. Kirby, General Counsel of Urban Fund II GP, LLC, General Partner of Urban Fund II, LP, General Partner of Urban Oil and Gas Partners B-1, LP on behalf of **URBAN OIL AND GAS PARTNERS B-1, LP**.



Notary Public of the State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This Assignment was acknowledged before me on this 15th day of December, 2023, by Brent A. Kirby, General Counsel of Urban Fund II GP, LLC, General Partner of Urban Fund II, LP on behalf of **URBAN FUND II**, LP.



Notary Public of the State of Texas

# **ASSIGNEE:**

BURK ROYALTY CO., LTD.

Burk Royalty Investment Co., LLC,

General Partner

Name: J. Mark Carter

Title: Vice-President of Land

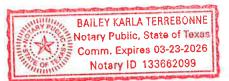
## **ACKNOWLEDGMENT**

STATE OF TEXAS

§ § §

COUNTY OF COLLIN

This Assignment was acknowledged before me on this 15th day of December, 2023, by J. Mark Carter, as Vice-President of Land of BURK ROYALTY INVESTMENT CO., LLC, as General Partner of BURK ROYALTY CO., LTD., on behalf of said entity.



Notary Public of the State of Texas

# EXHIBIT A LEASES

LESSOR	LESSEE	DATE	SEC	TWN	RNG	LEGAL DESCRIPTION	COUNTY	STATE	воок	PAGE	FED/ STATE/ FEE/BI A
James R. Donovan Trust	Cheyenne Exploration LLC	9/27/2011	10	34S	13W	SE, NW, E2NE	Barber	KS	343	326	FEE
Chisholm Royalty Partners	Tug Hill Kansas, LLC	11/29/2012	10	34S	13W	SE, NW, E2NE	Barber	KS	346	307	FEE
Mann Trust No. 1	Tug Hill Kansas, LLC	11/29/2012	10	34S	13W	SE, NW, E2NE	Barber	KS	346	352	FEE
Drumm Center For Children, Inc.	Tug Hill Kansas, LLC	12/19/2012		34S	13W	SE, NW, E2NE	Barber	KS	346	456	FEE
McClure Interests, LLC	Tug Hill Kansas, LLC	1/25/2013		34S	13W	SE, NW, E2NE	Barber	KS	346	576	FEE
Michael Scott Mathews & Becky Kay Mathews, H&W	Tug Hill Kansas, LLC	12/30/2011	8	33S	10W	S2 SE	Barber	KS	338	477	FEE
Mathews, H&W	Cheyenne Exploration LLC	9/14/2011		33S	10W	S2NE, N2SE, SWNW, SENW	Barber	KS	335	190	FEE
C Victor Haley & Caroline Haley, H&W	Cheyenne Exploration LLC	10/21/2011		34S	18W	N2, SW, N2SE, SWSE	Comanche	KS	119	529	FEE
Curtis R Haley & Mary Jean Haley H&W	Cheyenne Exploration LLC	10/21/2011	10	34S	18W	N2, SW, N2SE, SWSE	Comanche	KS	119	527	FEE
Russell Brewster	Cheyenne Exploration LLC	10/21/2011	10	34S	18W	N2, SW, N2SE, SWSE	Comanche	KS	119	525	FEE
Alan R Nusser & Leota F Nusser	Cheyenne Exploration LLC	9/14/2011	10	34S	18W	SESE	Comanche		118	29	FEE
Darrol Wayne Miller & Pauline Miller, Co-Trustees of the Darrol Wayne Miller Loving Trust DTD April 6, 1990	Sandridge Exploration & Production, LLC	8/30/2011	10, 11, 14, 15	34S	18W	SESE, S2SW, ALL, E2NE	Comanche	KS	116	207	FEE
Darrol Wayne Miller & Pauline Miller, Co-Trustees of the Darrol Wayne Miller Loving Trust DTD April 6, 1990	Sandridge Exploration & Production, LLC	8/30/2011	10, 11, 14, 15	34S	18W	SESE, S2SW, ALL, E2NE	Comanche	KS	116	209	FEE
ADAMS H G IV ET UX	UNDERWOOD OIL COMPANY	12/6/1973	3	35S	29W	MEADE COUNTY, KANSAS ALL OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 29 WEST.	MEADE	KS	26	470	FEE
H G ADAMS III ET UX	W V HARLOW, JR,	1/20/1972	4	35S	29W	ALL OF SEC 4 THE NE4 AND 66.4 ACRES OUT OF THE NW SE OF SEC 9 ALL IN 35S-29W MEADE KS		KS	21	699	FEE
ADAMS JESSIE S ET AL	UNDERWOOD OIL COMPANY	1/20/1972	9	358	29W	MEADE COUNTY, KANSAS SOUTHEAST 93.6 ACRES OF THE SE/4 OF SECTION 9 AND THE S/2 OF SECTION 10, TOWNSHIP 35 SOUTH, RANGE 29 WEST, LESS AND EXCEPT A 9.3 ACRE TRACT OUT OF THE NW/4 CORNER OF THE SW/4 OF SECTION 10.	MEADE	KS	21	701	FEE

H G ADAMS III ET UX	UNDERWOOD OIL COMPANY	7/16/1974	9	35S	29W	W2 OF SEC 9 35S-29W MEADE KS	MEADE	KS	28	280	FEE
ADAMS H G IV ET UX	UNDERWOOD OIL COMPANY	1/20/1972	10	35S	29W		MEADE	KS	21	671	FEE
ADAMS RAYMOND E ET UX	NELSON B ESCUE	6/18/1962	11	358	29W	-	MEADE	KS	13	479	FEE
JESSIE S ADAMS ET AL	R CLAY UNDERWOOD	6/19/1978	13	358	29W	ALL OF FRACTIONAL SECTION 13 FURTHER DESCRIBED AS LOTS 1 AND 2 AND THE N2 OF SECTION 13 CONSISTING OF 342.32 ACRES MORE OR LESS AND EXCEPT THE WEST 160 ACRES THEREOF LEAVING 182.32 ACRES MORE OR LESS ALL IN 35S-29W MEADE KS		KS	37	107	FEE
ADAMS JESSIE S ET AL	R CLAY UNDERWOOD	8/23/1976	14	358	30W		MEADE	KS	39	97	FEE
ADAMS JESSIE S ET AL	UNDERWOOD OIL COMPANY	4/23/1969	15	35S	29W		MEADE	KS	19	514	FEE

JESSIE S ADAMS ET AL	UNDERWOOD OIL	4/23/1969	16	35S	29W	TRACT #1: LOT 2 AND NW4	MEADE	KS	19	289	FEE
	COMPANY					OF SEC 15 T35S-29W 6TH PM.					
						TRACT #2: LOTS 1 AND 2, THE					
						NE4 AND THE NW4 OF SEC					
						16, 35S-29W 6TH PM, EXCEPT					
						THE SE4 OF SAID NW4 AND					
						EXCEPT THAT TRACT LYING					
						NORTH AND WEST OF A LINE					
						BEGINNING A DISTANCE OF					
						2775' WEST OF THE SE					
						CORNER OF SEC 9, THENCE					
						IN A SOUTHWESTERLY					
						DIRECTION FOR A DISTANCE					
						OF 2927' TO THE POINT OF					
						CURVATURE OF A LEFT					
						CURVE, TURNING THROUGH					
						AN ANGLE OF 8 DEGREES 13					
						MINUTES, AND A CURVE					
						LENGTH OF 136.9', THE					
						CENTER OF THE CURVE					
						BEING ON THE SECTION LINE					
						BETWEEN SECTIONS 16 AND					
						17 AT A DISTANCE OF					
						APPROXIMATELY 1642'					
						SOUTH OF THE NW CORNER					
						OF SEC 16 AND BEING ALL					
						OF THE LAND IN SAID					
						SECTION OWNED BY					
						LESSOR, MEADE KS					
ADAMS R E ET UX	ANADARKO PRODUCTION	11/5/1962	30	34S	30W	MEADE COUNTY, KANSAS	MEADE	KS	14	76	FEE
	COMPANY					LOTS 3 AND 4 AND E/2 OF					
						SW/4, W/2 OF THE SE/4, AND					
						SE/4 OF THE SE/4, SECTION					
						30, TOWNSHIP 34 SOUTH,					
						RANGE 30 WEST.					
		1				TOTAL SO WEST.					

RAYMOND E ADAMS JR ET AL	ANADARKO PRODUCTION COMPANY	9/27/1983	25	34S	31W	A TRACT OF LAND IN THE FORM OF A SQUARE WITH SIDES 100 FEET IN LENGTH	SEWARD	KS	345	82	FEE
						BEING LOCATED SO THAT					
						THE ADAMS C-1 SALT					
						WATER DISPOSAL WELL					
						LOCATED 660 FEET FROM					
						THE NORTH BOUNDARY					
						LINE AND 660 FEET FROM					
						THE EAST BOUNDARY LINE					
						OF SECTION 25, TOWNSHIP 34					
						SOUTH, RANGE 31 WEST,					
						SEWARD COUNTY, KANSAS					
						IS AT THE CENTER OF SAID					
ı						TRACT, THE EAST SIDE OF					
ı						SAID TRACT BEING					
						PARALLEL WITH THE EAST					
						BOUNDARY LINE OF SAID					
						SECTION 25					
JOHN CLARENCE BALLARD ET	DAVID M. DAYVAULT	4/12/1979	36	33S	30W	NE4 OF SEC 36 33S-30W	MEADE	KS	39	162	FEE
UX						MEADE KS					
WENDELL B FOX ET AL	DAVID M DAYVAULT	5/3/1979	36	33S	30W	T33S-R30W SEC 36 SW/4	MEADE	KS	40	23	FEE
GARY W EVANS ET UX	DAVID M. DAYVAULT	4/18/1979	36	33S	30W	SE4 OF SEC36 33S-30W	MEADE	KS	39	81	FEE
						MEADE KS					
WENDELL B FOX ET AL	DAVID M DAYVAULT	5/3/1979	36	33S	30W	T33S-R30W SEC 36 NW/4	MEADE	KS	40	33	FEE
JOHN I SCHELL ET UX	NIXON DEVELOPMENT	4/19/1989	2	34S	30W	T34S R30W SEC 2: LOT 1	MEADE	KS	76	102	FEE
	COMPANY					(40.26), LOT 2 (40.34), S2 NE					
ROSETTA M THOMPSON ET AL	GIANT EXPLORATION & PRODUCTION		2	348	30W	T34S-R30W SEC 2 NE/4 SE/4		KS	N/A	N/A	FEE
WOODYARD ALAN STEWART	GIANT EXPLORATION &	6/3/1993	2	34S	30W	MEADE COUNTY, KANSAS	MEADE	KS	85	17	FEE
ET UX	PRODUCTION COMPANY					LOT 3 (40.44) AKA NE/4 OF					
						NW/4, OF SECTION 2,					
						TOWNSHIP 34 SOUTH, RANGE					
						30 WEST; AND, SE/4 OF					
						SECTION 35, TOWNSHIP 33					
						SOUTH, RANGE 30 WEST.					
COBB BECKY AILEEN BRAZEAL		6/10/1993	2	34S	30W	MEADE COUNTY, KANSAS	MEADE	KS	85	21	FEE
ı	PRODUCTION COMPANY					LOT 3 (40.44) AKA NE/4 OF					
						NW/4 OF SECTION 2,					
						TOWNSHIP 34 SOUTH, RANGE					
						30 WEST; AND, SE/4 OF					
						SECTION 35, TOWNSHIP 33					
			ļ			SOUTH, RANGE 30 WEST.					
THALIA A PARKER ET VIR	GIANT EXPLORATION &	6/10/1993	2	34S	30W	T34S R30W SEC 2: LOT 3 (40.44	MEADE	KS	85	23	FEE
	PRODUCTION COMPANY					AKA NE NW) T33N R30W SEC					
						35: SE					
VERNA ADAMS	GIANT EXPLORATION &	5/19/1993	2	34S	30W	T34S R30W SEC 2: LOT 3	MEADE	KS	85	15	FEE
	PRODUCTION COMPANY					(40.44) AKA NE NW T33S R30W SEC 35: SE					

Clark Land Company Inc.	Urban Fund II, LP & Urban Oil &	1/24/2017	15	26S	2E	T26S-R2E SEC 15: SE/4, Less &	Sedgwick	KS	3E+07		FEE
	Gas Partners B-1, LP					Except certain tracts					
Clark Land Company Inc.	Urban Fund II, LP & Urban Oil &	2/9/2017	14	26S	2E	T26S-R2E SEC 14: W/2 SW/4	Sedgwick	KS	3E+07		FEE
	Gas Partners B-1, LP					SW/4, less and except the South					
						660' of the West 660' of the SW/4					
Alvin Hamant and Helen Hamant, et al	Wichita Iron and Metals Corp Inc.	6/15/1979	14	26S	2E	N/2 NW/4; SE/4 NW/4, and all	Sedgwick	KS	370	905	FEE
						that part of the N/2 of the SW/4					
						lying North of the Missouri Pacific					
						Railway ROW					
Peter F. Lygrisse and Alice Lygrisse,	Rosana Petroleum Corporation	4/13/1925	15	26S	2E	NE/4 of Section 15-26S-2E	Sedgwick	KS	37	495	FEE
nis wife	_										

# EXHIBIT B

# WELLS

Well Name	County	State	Operator	API Number	SEC-TWN-RNG	Primary Production	Status
DONOVAN 1 SWD	BARBER	KS	URBAN OIL AND GAS GROUP, LLC	15-007-23909	Sec 10-34S-13W	SWD	ACTIVE
DONOVAN 110H	BARBER	KS	URBAN OIL AND GAS GROUP, LLC	15-007-23910	Sec 10-34S-13W	OIL	ACTIVE
DONOVAN 210AH	BARBER	KS	URBAN OIL AND GAS GROUP, LLC	15-007-23992	Sec 10-34S-13W	OIL	ACTIVE
MATHEWS 1 SWD	BARBER	KS	URBAN OIL AND GAS GROUP, LLC	15-007-23996	Sec 8-33S-10W	SWD	ACTIVE
MATHEWS 1-8H	BARBER	KS	URBAN OIL AND GAS GROUP, LLC	15-007-23979	Sec 8-33S-10W	OIL	ACTIVE
HALEY UNIT 110H	COMANCHE	KS	URBAN OIL AND GAS GROUP, LLC	15-033-21643	Sec 10-T34S-R18W	OIL	SI
ADAMS D10 TA	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20715	Sec 14 T35S R29W	PROD	SI
ADAMS A1	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20007	Sec 30 T34S R30W	PROD	ACTIVE
ADAMS A2	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20041	Sec 30 T34S R30W	PROD	ACTIVE
ADAMS RANCH 111	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-30075	Sec 11 T35S R29W	PROD	SI
ADAMS RANCH 1310	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-21125	Sec 10 T35S R29W	PROD	ACTIVE
ADAMS RANCH 211 SWD	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20228	Sec 11 T35S R29W	SWD	ACTIVE
ADAMS RANCH D15 SWD	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20832	Sec 14 T35S R29W	SWD	ACTIVE
ADAMS RANCH D9	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20659	Sec 14 T35S R29W	PROD	ACTIVE
ADAMS RANCH F 2	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20177	Sec 10 T35S R29W	PROD	SI
ADAMS RANCH F10	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20262	Sec 10 T35S R29W	PROD	SI
ADAMS RANCH F12	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20290	Sec 15 T35S R29W	PROD	ACTIVE
ADAMS RANCH F15	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20348	Sec 13 T35S R29W	PROD	ACTIVE
ADAMS RANCH F16	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20347	Sec 9 T35S R29W	PROD	ACTIVE
ADAMS RANCH F17 SWD	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20335	Sec 22 T34S R30W	SWD	ACTIVE
ADAMS RANCH F19	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20660	Sec 15 T35S R29W	PROD	ACTIVE
ADAMS RANCH F22	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20668	Sec 15 T35S R29W	PROD	SI
ADAMS RANCH F23	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20670	Sec 13 T35S R29W	PROD	ACTIVE
ADAMS RANCH F25	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20713	Sec 10 T35S R29W	PROD	SI
ADAMS RANCH F27 SWD	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20750	Sec 15 T35S R29W	SWD	ACTIVE
ADAMS RANCH F31 SWD	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20760	Sec 4 T35S R29W	SWD	SI

ADAMS RANCH F32	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20773	Sec 9 T35S R29W	PROD	ACTIVE
ADAMS RANCH F33	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20775	Sec 4 T35S R29W	PROD	SI
ADAMS RANCH F37	MEADE	KS					
			URBAN OIL AND GAS GROUP, LLC	15-119-20799	Sec 4 T35S R29W	PROD	SI
ADAMS RANCH F4	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20198	Sec 4 T35S R29W	PROD	SI
ADAMS RANCH F40	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20813	Sec 9 T35S R29W	PROD	SI
ADAMS RANCH F5	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20210	Sec 3 T35S R29W	PROD	SI
ADAMS RANCH F7	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20239	Sec 10 T35S R29W	PROD	SI
ADAMS RANCH F8	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20254	Sec 3 T35S R29W	PROD	ACTIVE
FOX 136	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20364	Sec 36 T33S R30W	PROD	SI
JESSE S. ADAMS 'B' 6	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15 110 20360	Sec 13 T35S R30W	DD⊖D	ACTIVE
JESSIE ADAMS F18	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20553	Sec 16 T35S R29W		SI
JESSIE ADAMS F16	MEADE	KS	URBAN OIL AND GAS GROOF, ELC	13-119-20333	Sec 10 1333 K29W	FROD	31
NOVINGER SOUTH 2	MEADE	KS	URBAN OIL AND GAS GROUP, LLC	15-119-20885	Sec 2 T34S R30W	PROD	TA
BLUE STEEL HAMANT 114	SEDGWICK	KS	URBAN OIL AND GAS GROUP, LLC	15-173-20991	14; 26S2E	PROD	ACTIVE
CLARK 1	SEDGWICK	KS	URBAN OIL AND GAS GROUP, LLC	15-173-21059	Sec 15-26S-02E	PROD	ACTIVE
GOODSON 1	SEDGWICK	KS	URBAN OIL AND GAS GROUP, LLC	15-173-20685	14; 26S2E	PROD	ACTIVE
GOODSON 2	SEDGWICK	KS	URBAN OIL AND GAS GROUP, LLC	15-173-20756	14; 26S2E	SWD	ACTIVE
GOODSON 23X	SEDGWICK	KS	URBAN OIL AND GAS GROUP, LLC	15-173-21026	Sec 1426S02E	PROD	ACTIVE
HAMANT 1	SEDGWICK	KS	URBAN OIL AND GAS GROUP, LLC	15-173-20296	14; 26S2E	PROD	SI
HAMANT 1 SWD	SEDGWICK	KS	URBAN OIL AND GAS GROUP, LLC	15-173-20993	14; 26S2E	SWD	ACTIVE
HAMANT 21X	SEDGWICK	KS	URBAN OIL AND GAS GROUP, LLC	15-173-21028	Sec 1426S02E	PROD	SI
HAMANT 8X	SEDGWICK	KS	URBAN OIL AND GAS GROUP, LLC	15-173-21010	Sec 1426S02E	PROD	ACTIVE
HAMANT 'A' 5	SEDGWICK	KS	URBAN OIL AND GAS GROUP, LLC	15-173-20592	14; 26S2E	PROD	SI
HAMANT 'B' 4	SEDGWICK	KS	URBAN OIL AND GAS GROUP, LLC	15-173-20503	14; 26S2E	PROD	TA
HAMANT B3	SEDGWICK	KS	URBAN OIL AND GAS GROUP, LLC	15-173-20419	14; 26S2E	PROD	TA
LYGRISSE A1X	SEDGWICK	KS	URBAN OIL AND GAS GROUP, LLC	15-173-21048	Sec 15-26S-02E	PROD	SI
LYGRISSE RKSN 82X	SEDGWICK	KS	URBAN OIL AND GAS GROUP, LLC	15-173-21020	Sec 15-26S-02E	PROD	TA
MORRIS 1	SEDGWICK	KS	URBAN OIL AND GAS GROUP, LLC	15-173-20732	10; 26S2E	SWD	SI
P.F. LYGRISSE 'A' 2	SEDGWICK	KS	URBAN OIL AND GAS GROUP, LLC	15-173-03466	15; 26S2E	PROD	ACTIVE

P.F. LYGRISSE 'A' 5	SEDGWICK	KS	URBAN OIL AND GAS GROUP, LLC	15-173-00757	15; 26S2E	PROD	ACTIVE
ADAMS C1 SWD	SEWARD	KS	URBAN OIL AND GAS GROUP, LLC	15-175-20096	Sec 25-34S-31W	SWD	ACTIVE

# Additional Surface Owners

JAD Ranch LLC C/O Judy Adams 32036 5 Road Plains, KS 67869