

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: _____

Title: _____

Oil / Gas Purchaser: _____

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 _____



1361376

* Lease Name: _____ * Location: _____

A separate sheet may be attached if necessary

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



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 (House Bill 2032), 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: _____

Valliquette, Arlene

To: Valliquette, Arlene
Subject: FW: Barker 2-24 Transfer of Operatorship

From: Robbins, Joel [<mailto:Joel.Robbins@meritenergy.com>]
Sent: Friday, July 28, 2017 10:15 AM
To: Jake Price
Subject: Barker 2-24 Transfer of Operatorship

Jake,

Thanks for taking my call earlier this week. Per our discussion, in a nutshell, Merit acquired the Barker 2-24 (API 15-129-30114) Hugoton Gas well from Anadarko, effective April 01, 2016. At the time of the sale, Anadarko was working on a title issue on these leases that Merit inherited. Merit commissioned the attached title opinion that shows Cherokee Warrior with 100% of the working interest from the surface to the base of the Permian Group, and Merit with 100% WI below those depths.

Since American Warrior owns all of the interest in this wellbore, Merit would like to transfer operatorship of this well to American Warrior, along with approximately \$100 in net revenues as of April 01, 2016. Record leasehold title should be unaffected as the Assignment from Anadarko to Merit listed the leases only with no depth limitations.

Attached for your reference are the title opinion, Assignment, and Change of Operator form for AW to file. Please let me know if you have any questions or concerns. Please email me a copy of the fully executed Change of Operator form and I will get a check sent to CW as the record title holder.

Thanks for the help,
Joel Robbins



Joel Robbins, CPL
Land Manager
Merit Energy Company
972.628.1647 direct
972.628.1947 fax
joel.robbins@meritenergy.com



Date Recorded: 11/25/2013 3:47:41 PM

(BARKER 1-11, ET AL)

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS

COUNTY OF MORTON

}
}
}

KNOW ALL MEN BY THESE PRESENTS THAT:

PLEASE RETURN TO:

TOGAC

P O BOX 671787

HOUSTON, TX 77267-1787

Montierra Minerals & Production, L.P. ("Assignor"), whose address is 24 Greenway Plaza, Suite 450, Houston, Texas 77046 for and in consideration of ONE HUNDRED DOLLARS (\$100.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey unto

American Warrior, Inc.
P O Box 399
Garden City, KS 67846-0399

("Assignee"), all of Assignor's right, title and interest in and to the following:

a. the oil, gas and other mineral leases described on Exhibit A (the "Lease" or "Leases") and any overriding royalty interest, royalty interest, non-working or carried interest, mineral fee interest, operating rights and other rights and interest described on Exhibit A, together with the lands covered thereby or pooled or unitized therewith (the "Lands"), together with (i) all right, title, and interest of Assignor in and to any other mineral interest of any nature (A) located in, on, or under the Lands, or (B) which are attributable to the proration unit or designated pooled unit for any of the Wells (as hereinafter defined), in each case whether or not described in or omitted from Exhibit A, (ii) all rights with respect to any pooled, communitized or unitized interest by virtue of any Leases and Lands or the interest described in clause (i) above being a part thereof, and (iii) all production of oil, gas and associated liquids and other hydrocarbons (the "Hydrocarbons") after the Effective Time (as hereinafter defined) from the Leases and the Lands, and from any such pooled, communitized or unitized interest and allocated to any such Leases and Lands or the interest described in clause (i) and (ii) above, and the Hydrocarbons described in clause (iii) above, being collectively referred to as the "Subject Interests" or singularly, a "Subject Interest;"

b. all easements, rights-of-way, servitudes, surface leases, surface use agreements and other rights or agreements related to the use of the surface and subsurface (the "Surface Agreements"), in each case to the extent used in connection with the operation of the Subject Interests;

c. to the extent assignable or transferable, all permits, licenses, consents, approvals or other similar rights and privileges (the "Permits"), in each case to the extent used in connection with the operation of the Subject Interests;

d. all equipment, machinery, fixtures, spare parts, inventory and other personal property (including Assignor's leasehold interest therein subject to any necessary consents to assignment) used in connection with the operation of the Subject Interests or in connection with the production, treatment, compression, gathering, transportation, sale or disposal of Hydrocarbons produced from or attributable to the Subjects Interests (the "Equipment"), and any water, byproducts or waste produced therefrom or therewith or otherwise attributable thereto, including all wells (whether producing, shut in or abandoned, and whether for production, produced water injection or disposal, or otherwise) and the interests therein described on Exhibit A together with all of Assignor's interest, if any, within the spacing, producing, proration, federal exploratory, enhanced recovery, or governmentally prescribed unit attended to the described Wells, wellhead equipment, pumps, pumping units, flowlines, gathering systems, pipe, tanks, treatment facilities, injection facilities, disposal facilities, compression facilities and other materials, supplies and buildings used in connection with the Subject Interests and the other matters described in this definition of Assets (the "Facilities");

Sale No. 257C
Lot No. 28

e. to the extent assignable or transferable, all contracts, agreements, drilling contracts, equipment leases, rental contracts, production sales and marketing contracts, farmout and farmin agreements, operating agreements, service agreements, unit agreements, gas gathering and transportation agreements and other contracts, agreements and arrangements relating to the Subject Interests and the other matters described in this definition of Assets, and subject to, and in accordance with, any limitations set forth in such agreements (the "Contracts");

f. all files, records and data relating to the items described in Section 1.01(a) through (e) maintained by Assignor including, without limitation, the following, if and to the extent that such files exist: all books, records, reports, manuals, files, title documents, including correspondence, records of production and maintenance, revenue, sales, expenses, warranties, lease files, land files, well files, division order files, abstracts, title opinions, assignments, reports, property records, contract files, operations files, copies of tax and accounting records (but excluding Federal and state income tax returns and records) and files, maps, core data, hydrocarbon analysis, well logs, mud logs, field studies together with other files, contracts and other records and data including all geologic and geophysical data and maps, but excluding from the foregoing those files, records and data subject to written unaffiliated third party contractual restrictions on disclosure or transfer (the "Records"); and

g. to the extent monies are held in suspense, all monies held in suspense by Assignor relating to the Wells before the Effective Time for the account of working interest, royalty interest and/or overriding royalty interest owners.

Excluded Assets. Notwithstanding the foregoing, the Assets shall not include, and there is excepted, reserved and excluded from the sale, transfer and assignment contemplated hereby the following excluded properties, rights, and interests (collectively, the "Excluded Assets"):

(a) all trade credits and all accounts, instruments and general intangibles (as such terms are defined in the Uniform Commercial Code as adopted in the affected jurisdiction) attributable to the Assets with respect to any period of time prior to the Effective Time;

(b) any claims or causes of action of Assignor,

- i. arising from acts, omissions or events, or damage to or destruction of property, 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 claims for adjustments or refunds), or
- iii. with respect to any of the Excluded Assets;

(c) all rights and interests of Assignor,

- i. under any policy or agreement of insurance or indemnity,
- ii. under any bond, or
- iii. to any insurance or condemnation proceeds or awards arising in each case from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Time;

(d) all Hydrocarbons produced from or otherwise attributable to the Subject Interests with respect to all periods prior to the Effective Time, together with all proceeds from the sale of such Hydrocarbons, and all tax credits attributable thereto;

(e) all claims of Assignor for refunds or loss carry forwards with respect to ad valorem, severance, production or any other taxes attributable to any period prior to the Effective Time;

(f) all amounts due or payable to Assignor as adjustments to insurance premiums related to the Assets with respect to any period prior to the Effective Time;

(g) all proceeds, income or revenue (and any security or other deposits made) attributable to the Assets for any period prior to the Effective Time;

(h) all documents and instruments of Assignor that may be protected by an attorney-client or other privilege;

(i) data, information, and other property, rights or interests that cannot be disclosed or assigned to Assignee as a result of confidentiality or similar arrangements;

(j) all audit rights arising under any of the Contracts or otherwise with respect to any period prior to the Effective Time; and

(k) all corporate, income tax and financial records of Assignor not included in the Records.

Special Warranty of Title. Assignor hereby agrees to warrant and defend title to the Assets solely unto Assignee against every person whomsoever lawfully claiming or to claim the same or any part of the same by, through, or under Assignor, but not otherwise. To the extent transferable, Assignor does hereby transfer and convey to Assignee the benefits of and the right to enforce all covenants and warranties which Assignor is entitled to enforce with respect to the Assets, including without limitation, full substitution and subrogation of all prior rights and warranty, and the benefit of and the right to enforce all rights accruing under applicable statutes of limitation or prescription.

Disclaimer. ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNEE HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO (a) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, SECONDARY OR TERTIARY RECOVERY OPPORTUNITIES, DECLINE RATES, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ASSETS, (b) THE ACCURACY, COMPLETENESS OR MATERIALITY OR SIGNIFICANCE OF ANY INFORMATION, DATA, GEOLOGICAL OR GEOPHYSICAL DATA (INCLUDING ANY INTERPRETATIONS OR DERIVATIVES BASED THEREON) OR OTHER MATERIALS (WRITTEN OR ORAL) CONSTITUTING PART OF THE ASSETS, NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, (c) THE CONDITION, INCLUDING, THE ENVIRONMENTAL CONDITION OF THE ASSETS AND (d) THE COMPLIANCE OF ASSIGNOR'S PAST PRACTICES WITH THE TERMS AND PROVISIONS OF ANY AGREEMENT IDENTIFIED ON EXHIBIT A, OR ANY SURFACE AGREEMENT, PERMIT OR CONTRACT OR APPLICABLE LAWS, INCLUDING ENVIRONMENTAL LAWS AND LAWS NOW OR HEREAFTER IN EFFECT, RELATING TO THE PROTECTION OF NATURAL RESOURCES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONVEYANCE, ASSIGNMENT AND BILL OF SALE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AND ASSIGNEE HEREBY WAIVES, AS TO PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES, BUILDINGS, AND GEOLOGICAL AND GEOPHYSICAL DATA (INCLUDING ANY INTERPRETATIONS OR DERIVATIVES BASED THEREON) CONSTITUTING A PART OF THE ASSETS (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY IMPLIED OR EXPRESS WARRANTY THAT ANY DATA TRANSFERRED PURSUANT HERETO IS NONINFRINGING, (v) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (vi) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (vii) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAWS, AND (viii) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, OR LAWS RELATING TO THE PROTECTION OF THE ENVIRONMENT, HEALTH, SAFETY OR NATURAL RESOURCES OF RELATING TO THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, INCLUDING ASBESTOS CONTAINING MATERIAL, LEAD BASED PAINT OR MERCURY AND ANY OTHER HAZARDOUS SUBSTANCES OR WASTES, IT BEING THE EXPRESS INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE ASSETS, INCLUDING ALL PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND BUILDINGS INCLUDED IN THE ASSETS, SHALL BE CONVEYED TO ASSIGNEE, AND ASSIGNEE SHALL ACCEPT THE SAME, AS IS, WHERE IS, WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR. ASSIGNEE REPRESENTS AND WARRANTS TO ASSIGNOR THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS WITH RESPECT TO SUCH ASSETS AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAWS (INCLUDING ENVIRONMENTAL LAWS AND LAWS RELATING TO THE PROTECTION OF NATURAL RESOURCES, HEALTH, SAFETY OR THE ENVIRONMENT) TO BE EFFECTIVE, THE DISCLAIMERS OF THE WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR ALL PURPOSES. ASSIGNEE ACKNOWLEDGES THAT IT HAS BEEN INFORMED THAT OIL AND GAS PRODUCING FORMATIONS CAN CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM"). SCALE FORMATION OR SLUDGE DEPOSITS CAN

CONCENTRATE LOW LEVELS OF NORM ON EQUIPMENT AND OTHER ASSETS. THE ASSETS SUBJECT TO THIS CONVEYANCE, ASSIGNMENT AND BILL OF SALE MAY HAVE LEVELS OF NORM ABOVE BACKGROUND LEVELS, AND A HEALTH HAZARD MAY EXIST IN CONNECTION WITH THE ASSETS BY REASON THEREOF, THEREFORE, ASSIGNEE MAY NEED TO AND SHALL FOLLOW SAFETY PROCEDURES WHEN HANDLING THE EQUIPMENT AND OTHER ASSETS.

Assignment. This Conveyance, Assignment and Bill of Sale shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns.

Counterpart Execution. This Conveyance, Assignment and Bill of Sale may be executed in counterparts. If counterparts of this Conveyance, Assignment and Bill of Sale are executed, the signature pages from each counterpart may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Conveyance, Assignment and Bill of Sale, but each counterpart shall be considered an original.

Recording. In addition to filing this Conveyance, Assignment and Bill of Sale of record in the applicable county and state, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein.

Exhibits. Exhibits referred to herein are hereby incorporated in and made a part of this Conveyance, Assignment and Bill of Sale for all purposes by such reference.

IN WITNESS WHEREOF, this instrument is executed the 21 day of ^{JUNE}~~July~~, 2013, but shall be effective as of the 1st day of August, 2013. (the "Effective Date").

ASSIGNOR:

MONTIERRA MINERALS & PRODUCTION, L.P.
By: MONTIERRA MANAGEMENT, L.L.C.
It's GENERAL PARTNER

By: [Signature]
J.A. Mills, Chief Executive Officer

ACKNOWLEDGMENT

STATE OF TEXAS }
 }
COUNTY OF HARRIS }

The foregoing instrument was acknowledged before me this 21 day of ^{June}~~July~~, 2013, by J.A. Mills, Chief Executive Officer of Montierra Management, L.L.C., a Texas limited liability company, acting in its capacity as the general partner of Montierra Minerals & Production, L.P., a Texas limited partnership, as the act and deed and on behalf of such limited partnership.

My Commission Expires:

10-19-2016



[Signature]
Notary Public in and for the State of Texas

ASSIGNEE: American Warrior, Inc.

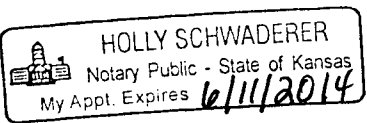
By: Cecil O'Brate

Name: Cecil O'Brate

Title: President

CORPORATE ACKNOWLEDGMENT

STATE OF Kansas }
COUNTY OF Finney }



BEFORE ME, the undersigned authority, on this day personally appeared Cecil O'Brate President of American Warrior, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 11 day of November, 2013.

MY COMMISSION EXPIRES: 06/11/2014 Holly Schwaderer
Notary Public

ATTORNEY IN FACT ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ }

BEFORE ME, the undersigned authority, on this day personally appeared _____, Attorney-in-Fact for _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this _____ day of _____, 2013.

MY COMMISSION EXPIRES: _____
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ }

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this _____ day of _____, 2013.

MY COMMISSION EXPIRES: _____
Notary Public

EXHIBIT "A" - LEASES

LEASE NO.	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	COUNTY	ST	LEGAL
KS129000001.000	BLM KS NM 77181	Mesa Operating Limited Partnership	10/13/1989	45	238	Morton	KS	T33S R41W Sec 1: Lot 3 (40.62) a/k/a NENW; Lot 4 (40.88) a/k/a NWNW; S2NW, S2 insofar and only insofar as lease covers all depths above the deeper of (i) the base of the Permian-Age Council Grove Formation or (ii) the depth identified on the Kansas Geological Society 1966 type log for Stevens, Grant, Seward and Haskell Counties As the stratigraphic equivalent of 3,230' measured depth on the Schlumberger Dual Induction Log Run 11/26/1985 in the Mesa Petroleum Co., Nora #1-16 well, located in Sec 16-T30S-R36W, Grant County, Kansas.
KS129000002.000	BLM KS NM 77184	Mesa Operating Limited Partnership	10/13/1989	45	241	Morton	KS	T33S R41W Sec 11: NE insofar and only insofar as lease covers all depths above the deeper of (i) the base of the Permian-Age Council Grove Formation or (ii) the depth identified on the Kansas Geological Society 1966 type log for Stevens, Grant, Seward and Haskell Counties as the stratigraphic equivalent of 3,230' measured depth on the Schlumberger Dual Induction Log Run 11/26/1985 in the Mesa Petroleum Co., Nora #1-16 well, located in Sec 16-T30S-R36W, Grant County, Kansas.
KS129000003.000	BLM KS NM 77185	Mesa Operating Limited Partnership	10/13/1989	45	243	Morton	KS	Sec 11: NE - RECORD TITLE ASSIGNMENT T33S R41W Sec 12: W2 insofar and only insofar as lease covers all depths above the deeper of (i) the base of the Permian-Age Council Grove Formation or (ii) the depth identified on the Kansas Geological Society 1966 type log for Stevens, Grant, Seward and Haskell Counties as the stratigraphic equivalent of 3,230' measured depth on the Schlumberger Dual Induction Log Run 11/26/1985 in the Mesa Petroleum Co., Nora #1-16 well, located in Sec 16-T30S-R36W, Grant County, Kansas. Sec 12: W2 - RECORD TITLE ASSIGNMENT

EXHIBIT "A" - LEASES

LEASE NO.	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	COUNTY	ST	LEGAL
KS129000005.000	BLM KS NM 77186	Mesa Operating Limited Partnership	9/27/1989	45	279	Morton	KS	T33S R41W Sec 13: N2 insofar and only insofar as lease covers all depths above the deeper of (i) the base of the Permian-Age Council Grove Formation or (ii) the depth identified on the Kansas Geological Society 1966 type log for Stevens, Grant, Seward and Haskell Counties as the stratigraphic equivalent of 3,230' measured depth on the Schlumberger Dual Induction Log Run 11/26/1985 in the Mesa Petroleum Co., Nora #1-16 well, located in Sec 16-T30S-R36W, Grant County, Kansas.
KS129000006.000	BLM KS NM 77187	Mesa Operating Limited Partnership	10/11/1989	45	283	Morton	KS	Sec 13: N2 - RECORD TITLE ASSIGNMENT T33S R41W Sec 13: S2SW, SWSE insofar and only insofar as lease covers all depths above the deeper of (i) the base of the Permian-Age Council Grove Formation or (ii) the depth identified on the Kansas Geological Society 1966 type log for Stevens, Grant, Seward and Haskell Counties as the stratigraphic equivalent of 3,230' measured depth on the Schlumberger Dual Induction Log Run 11/26/1985 in the Mesa Petroleum Co., Nora #1-16 well, located in Sec 16-T30S-R36W, Grant County, Kansas.
KS129000007.000	BLM KS NM 77193	Mesa Operating Limited Partnership	10/10/1989	45	246	Morton	KS	Sec 13: S2SW, SWSE - RECORD TITLE ASSIGNMENT T33S R41W Sec 24: W2NE, SENE, NW, N2SW, SWSW, SE insofar and only insofar as lease covers all depths above the deeper of (i) the base of the Permian-Age Council Grove Formation or (ii) the depth identified on the Kansas Geological Society 1966 type log for Stevens, Grant, Seward and Haskell Counties as the stratigraphic equivalent of 3,230' measured depth on the Schlumberger Dual Induction Log Run 11/26/1985 in the Mesa Petroleum Co., Nora #1-16 well, located in Sec 16-T30S-R36W, Grant County, Kansas.
								Sec 24: W2NE, SENE, NW, N2SW, SWSW, SE - RECORD TITLE ASSIGNMENT

EXHIBIT "A-1" - WELLS													
Lease Name	Well #	Operator	County	ST	API	TWN	D	RNG	D	SEC	WI (%)	NRI (%)	ORRI/RI (%)
BARKER	1-11	ANADARKO PETROLEUM CORPORATION	MORTON	KS	15129003190000	33	S	41	W	11	25.000000	21.425000	
BARKER	1-13	ANADARKO PETROLEUM CORPORATION	MORTON	KS	15129203590000	33	S	41	W	13	68.750000	58.918750	
DUNKLE	C 1-24	ANADARKO PETROLEUM CORPORATION	MORTON	KS	15129203510000	33	S	41	W	24	87.500000	74.462500	
DUNKLE	1A	MERIT ENERGY COMPANY	MORTON	KS	15129202200000	33	S	41	W	1	58.960000	50.528720	
MCDUGAL	A-1	ANADARKO PETROLEUM CORPORATION	MORTON	KS	15129205410000	33	S	41	W	11	25.000000	21.275000	
MOORE	D1-13	ANADARKO PETROLEUM CORPORATION	MORTON	KS	15129203020000	33	S	41	W	13	68.750000	58.506250	
RATZLAFF	C-1	ANADARKO PETROLEUM CORPORATION	MORTON	KS	15129206450000	33	S	41	W	1	75.000000	63.825000	
TUCKER	1-12	ANADARKO PETROLEUM CORPORATION	MORTON	KS	15129003200000	33	S	41	W	12	50.000000	42.850000	
TUCKER	J-1-12	ANADARKO PETROLEUM CORPORATION	MORTON	KS	15129206440000	33	S	41	W	12	50.000000	42.850000	
USA EAGLEY A	2H	ANADARKO PETROLEUM CORPORATION	MORTON	KS	15129214930001	33	S	41	W	12	50.000000	42.850000	