KOLAR Document ID: 1387581

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
July 2014
**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 1 **
- ☐ 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: MEDICINE LODGE-BOGGS

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

Effective Date of Transfer: 01/22/2018

KS Dept of Revenue Lease No.: 209236 137644

Lease Name: HOLMES

__ - __ - __ - __ Sec. 22 Twp. 33 R. 13 ☐ E ☑ W

Legal Description of Lease:

SE4

County: Barber

Production Zone(s): Mississippian

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. 34559

Past Operator's Name & Address: WM KS Energy Resources LLC

400 TEXAS STREET SUITE 600 SHREVEPORT,LA 71101

Title: Regulatory Agent

Contact Person: Adonya Dryden

Phone: (318)429-2277

Date: 02/08/2018

Signature: Adonya Dryden

New Operator's License No. 35535

New Operator's Name & Address: TexKan Resources, LLC

PO BOX H PLAINVILLE,KS 67663

Title: Operations

Contact Person: William J. Robinson

Phone: (785)216-0064

Oil / Gas Purchaser: Coffeyville Resources Refining Mrktg LLC

Date: 02/12/2018

Signature: Bill Robinson

***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 02/14/2018 PRODUCTION _____ UIC _____

KOLAR Document ID: 1387581

*Side Two*

***Must Be Filed For All Wells***

KDOR Lease No.: 209236 137644

* Lease Name: HOLMES * Location: 22-33S-13W

| Well No. | API No. (YR DRLD/PRE '67) | Footage from Section Line (i.e. FSL = Feet from South Line) | | | | Type of Well (Oil/Gas/INJ/WSW) | Well Status (PROD/TA'D/Abandoned) |
|---|---|---|---|---|---|---|---|
| 1 | 15-007-20205-00-00 | 1320 FSL | *Circle* FSL/FNL | 1980 FEL | *Circle* FEL/FWL | GAS | PR |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |
| | | | FSL/FNL | | FEL/FWL | | |

*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.

KOLAR Document ID: 1387581

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1
July 2014
**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 # 34559
Name: WM KS Energy Resources LLC
Address 1: 400 TEXAS STREET
Address 2: SUITE 600
City: SHREVEPORT State: LA Zip: 71101 + _ _ _ _
Contact Person: Adonya Dryden
Phone: ( 318 ) 429-2277 Fax: ( _____ ) _____
Email Address: adonya.dryden@brammer.com

Well Location:
___ - ___ - ___ - ___ Sec. 22 Twp. 33 S. R. 13 ☐ East ☒ West
County: Barber
Lease Name: HOLMES Well #: See T1 Side Two

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

SE4

***Surface Owner Information:***
Name: RUTH THOMASON ET AL
Address 1: 223 E 2ND ST
Address 2: _____
City: MADISON LODGE State: KS Zip: 67104 + 67104 _ _

*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: 02/08/2018 Signature of Operator or Agent: Adonya Dryden Title: Regulatory Agent

**ASSIGNMENT, DEED AND BILL OF SALE**

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment"), effective as of 12:01 a.m. in Houston, Texas, on November 1, 2017 (the "Effective Date"), is made by **WM KS Energy Resources, LLC**, a Delaware limited liability company, with the address of 1001 Fannin Street, Houston, Texas 77002 ("Assignor"), to **TexKan Resources, LLC**, a Texas limited liability company with the address of 3100 W. Southlake Blvd., Ste 100, Southlake, Texas 76092 ("Assignee").

**ARTICLE 1**
**GRANTING AND HABENDUM; ASSUMPTION**

**1.1 Assignment**. For Ten Dollars ($10.00) and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Assignors do hereby GRANT, BARGAIN, SELL, TRANSFER, CONVEY, SET OVER, DEED, ASSIGN and DELIVER unto Assignee, its successors and assigns, effective for all purposes as of the Effective Date and subject to the matters set forth herein, the Assets. The term "Assets" shall mean all of each Assignor's right, title and interest in and to the following:

(a) the oil and gas leases described on Exhibit A-1 attached hereto (the "Leases"), insofar and only insofar as the Leases cover the lands described on Exhibit A-1 (the "Lands"); and any and all right, title and interest of Assignor in and to the oil, gas and all other hydrocarbons in, on or under the Lands and other hydrocarbons and products, whether liquid or gaseous, produced in association therewith ("Hydrocarbons") after the Effective Time; and all other right, title and interest of Assignor of whatever nature in, on or under the leases and Lands and lands pooled or unitized therewith;

(b) any and all Hydrocarbon, water, $CO_2$, disposal or injection wells located on the Leases, the Lands or on any Units, including, without limitation, the wells described on Exhibit A-2, whether producing, non-producing, temporarily or permanently plugged and abandoned or shut-in, and whether or not fully described on any exhibit or schedule hereto (the "Wells");

(c) to the extent transferable, all existing and effective unitization, pooling and communitization agreements, declarations and orders, and the properties covered and the units created thereby to the extent that they relate to or affect any of Assignor's properties and interests described in Section 1.1(a) or the production of Hydrocarbons, if any, attributable to said properties

and interests after the Effective Time (collectively, the "Units" and, together with the Leases, the Lands and the Wells, the "Properties");

(d) the personal property, equipment, fixtures and improvements (including any buildings) located on or used or held in connection with the Leases and Lands or used or held in connection with the Hydrocarbons attributable to the Properties, including well pads, machinery, fixtures, tubulars, gathering systems, flow lines, pipelines, tank batteries, and other inventory attributable to the Properties (the "Equipment");

(e) the vehicles described in Exhibit A-3;

(f) to the extent transferable, all rights and obligations existing under any oil, gas, liquids, condensate, casinghead gas and natural gas sales, purchase, exchange, gathering, transportation and processing contracts, operating agreements, area of mutual interest agreements, balancing agreements, joint venture agreements, partnership agreements, farmout agreements and all other contracts, agreements and instruments which relate, but only insofar as they relate, to any of the Properties and Equipment, excluding, however, any insurance contracts (the "Contracts"); provided, however, that the term "Contracts" shall not include the Easements or the Leases or other instruments constituting Assignor's chain of title to the Leases; and

(g) to the extent transferable, all easements, licenses, credits, servitudes, rights-of-way, surface leases, right of use and easement, and other rights to use the surface and subsurface appurtemant thereto, to the extent used or held for use in connection with the Properties, but excluding in all such instances, any permits and other appurtenances to the extent that transfer is restricted by a third person agreement or by applicable law and the necessary consents or approvals thereof have not been obtained (the "Easements"); and

(h) copies of all files, books, records (including tax records), data, documentation, databases, maps, and muniments of title maintained by, or to which Assignor is entitled, including, without limitation, geophysical and seismic data and other documentary information, regarding the Leases, Wells and the Contracts to the extent the transfer of such data is not prohibited under any related contracts (the "Data"); provided, however, that the term "Data" shall not include any of Assignor's files, records, and data that (i) relate to its business generally, (ii) are legal in nature (other than Leases, Contracts, and title opinions), (iii) relate to bids received from or records with respect to negotiations with, third parties pertaining to the sale of the Assets, (iv) the transfer of which is prohibited by contract or law or that would impose a transfer fee or penalty on Assignor, and (v) relate to the Excluded Assets (the "Excluded Records"). To the extent any of the Data contain interpretations of Assignor, Assignee agrees to rely on such interpretations at its own risk.

EXCEPTING AND RESERVING to Assignors, however, all Excluded Assets (defined below).

TO HAVE AND TO HOLD the Assets, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

**1.2 Excluded Assets**. Notwithstanding anything to the contrary in Section 1.1 or elsewhere in this Assignment, the "Assets" shall not include any rights with respect to the Excluded Assets. "Excluded Assets" shall mean:

(a) any leased equipment and other leased personal property if such property, or the Contract pursuant to which it was leased, is (i) not freely transferrable without payment of a fee or other consideration, unless Assignee has agreed in writing to pay such fee or consideration, or (ii) cancelable with no more than a 30-day notice requirement;

(b) Assignor's intellectual property used in developing or operating the Assets, including, without limitation, proprietary computer software, computer software licensed from third persons, patents, pending patent applications, trade secrets, copyrights, names, marks and logos;

(c) any of Assignor's proprietary or confidential records or information (including, without limitation, employee information, internal valuation data, future work plans, business plans, transaction proposals and related information and correspondence, business studies, bids, work product of Assignor's attorneys (other than title opinions), documents protected by any privilege (including attorney-client privilege) and any documents which Assignor cannot provide to Assignee because of third party restrictions;

(d) all (i) trade credits, accounts receivable, notes receivable, take or pay amounts receivable, insurance claims, and other receivables and general intangibles attributable to the Assets prior to the Effective Time and (ii) liens and security interests in favor of Assignor or its affiliates, whether choate or inchoate, under any law or Contract to the extent arising from, or relating to, the ownership, operation or sale or other disposition prior to the Effective Time of any of the Assets;

(e) Assignor's area-wide bonds, permits and licenses or other permits, licenses or authorizations generally used in the conduct of Assignor's business;

(f) all contracts of insurance and claims against insurers and other third persons pending prior to the Effective Time;

(g) that certain security deposit in the amount of $450,000 held by Brammer Engineering, Inc., under that certain Contract Operating Agreement dated January 1, 2016, by and between WM KS Energy Resources, LLC and Brammer Engineering Inc. (the "Brammer Contract Operating Agreement"); and

(h) the Excluded Records.

**1.3 Assumed Obligations**. Without limiting Assignee's rights to indemnity under Article 11 of the Purchase Agreement, Assignee assumes and agrees to fulfill, perform, pay, and discharge (or cause to be fulfilled, performed, paid, or discharged) all of the Assumed Obligations (as such term is defined in the Purchase Agreement).

## ARTICLE 2
## SPECIAL WARRANTY OF TITLE AND DISCLAIMERS

**2.1** **Special Warranty of Title**. Assignor hereby agrees to warrant and defend title to the Assets unto Assignee, its successors and assigns against every Person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under such Assignor, but not otherwise, until the expiration of the applicable statute of limitations. Assignor hereby assigns to Assignee all rights, claims, and causes of action on title warranties given or made by Assignor's predecessors, and Assignee is specifically subrogated to all rights which Assignor may have against its predecessors, to the extent that Assignor may legally transfer such rights and grant such subrogation.

**2.2** **Disclaimers**.

(a) **OTHER THAN THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE PURCHASE AGREEMENT AND IN THIS ASSIGNMENT, ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY, OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE ASSETS, (IV) THE EXISTENCE OF ANY PROSPECT, RECOMPLETION, INFILL, OR STEP-OUT DRILLING OPPORTUNITIES, (V) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (VI) THE PRODUCTION OF PETROLEUM SUBSTANCES FROM THE ASSETS, OR WHETHER PRODUCTION HAS BEEN CONTINUOUS, OR IN PAYING QUANTITIES, OR ANY PRODUCTION OR DECLINE RATES, (VII) THE MAINTENANCE, REPAIR, CONDITION, ENVIRONMENTAL CONDITION, QUALITY, SUITABILITY, DESIGN, OR MARKETABILITY OF THE ASSETS, (VIII) INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, (IX) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES, OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND ANY DOCUMENTS EXECUTED HEREUNDER OR ANY DISCUSSION OR PRESENTATION RELATING THERETO OR (X) COMPLIANCE WITH ANY ENVIRONMENTAL LAW, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT THE ASSETS ARE BEING TRANSFERRED "AS IS, WHERE IS," WITH ALL FAULTS AND DEFECTS, AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.**

## ARTICLE 3
## MISCELLANEOUS

**3.1 Construction**. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. Assignors and Assignee acknowledge that they have participated jointly in the negotiation and drafting of this Assignment and as such they agree that if an ambiguity or question of intent or interpretation arises hereunder, this Assignment shall not be construed more strictly against one party than another on the grounds of authorship.

**3.2 No Third Party Beneficiaries**. Nothing in this Assignment shall provide any benefit to any third Person or entitle any third Person to any claim, cause of action, remedy or right of any kind, it being the intent of the parties hereto that this Assignment shall otherwise not be construed as a third party beneficiary contract.

**3.3 Assignment**. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**3.4 Governing Law**. This Assignment, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the Laws of the State of Texas, without giving effect to principles of conflicts of laws that would result in the application of the Laws of another jurisdiction.

**3.5 Counterpart Execution**. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each party that executes the same whether or not all of such parties execute the same counterpart. If counterparts of this Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.

**3.6 Recording**. To facilitate the recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits and annexes that describes the Assets located in that county. In addition to filing this Assignment, the parties hereto shall execute and file with the appropriate Governmental 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.

**3.7 Purchase Agreement**. This Assignment is made subject to all of the terms and conditions of that certain Purchase and Sale Agreement dated January 22, 2018, by and between Assignor and Assignee (the "Purchase Agreement"). Any capitalized terms used but not defined in this Assignment shall have the meaning ascribed to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

**3.8** **Subrogation**. Assignee shall be and is subrogated to all covenants and warranties of title by Persons previously given or made to any Assignor or their respective predecessors in title in respect of any of the Assets.

**3.9** **Further Assurances**. Each Assignor covenants and agrees to take such further actions and to execute, acknowledge and deliver all such further documents, including, without limitation, instruments of conveyance and transfer, as are reasonably requested by Assignee to convey and deliver the Assets to Assignee, to perfect Assignee's title thereto, and accomplish the orderly transfer of the Assets to Assignee in the manner contemplated by this Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, this Assignment is executed by the parties hereto on the dates of their respective acknowledgments below, but shall be effective for all purposes as of the Effective Date.

**ASSIGNOR**:

WM KS ENERGY RESOURCES, LLC

By: _____

Name: Eric Davis

Title: President

**ACKNOWLEDGMENT**

STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me this 22nd day of January, 2018, by Eric Davis, President of WM KS Energy Resources, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public – State of Texas

MICHELE GARCIA
Notary Public, State of Texas
My Commission Expires
February 02, 2019

**IN WITNESS WHEREOF**, this Assignment is executed by the parties hereto on the dates of their respective acknowledgments below, but shall be effective for all purposes as of the Effective Date.

**ASSIGNEE**:

TEXKAN RESOURCES, LLC

By: _____
Name: Rodney E. Cox
Title: Vice President

**ACKNOWLEDGMENT**

STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was acknowledged before me this 22nd day of January, 2018, by Rodney E Cox of TexKan Resources, LLC, a Texas limited liability company, on behalf of said limited liability company.

Thanh Cabrera
Notary Public – State of Texas

THANH H. CABRERA
Notary Public, State of Texas
My Commission Expires
September 21, 2019

**EXHIBIT A-1**

**LEASES**

See attached.

Exhibit A-1

Attached to and made a part of that certain Assignment and Bill of Sale by and between WM KS Energy Resources, LLC as Assignor and TexKan Resources, LLC as Assignee

| Lease Name | Lessor | Lessee | Lease Date | S-T-R | Description | County | State | Book | Page |
|---|---|---|---|---|---|---|---|---|---|
| Alan #1 | States Ag, L.p. | Great Eastern Energy & Development Corp. | 5/22/2006 | 24-6S-21W | W2SW4 | Graham | KS | 221 | 408 |
| Alexander #1, #2, #3, #5 | A. Gillian Alexander, a single man and Sharon Rose Dowdell, a single woman | Great Eastern Energy & Development Corp. | 5/28/2002 | 25-7S-21W | NW4 | Graham | KS | 201 | 824 |
| Alexander #1, #2, #3, #5 | A. Gillian Alexander, a single man and Sharon Rose Dowdell, a single woman | Great Eastern Energy & Development Corp. | 5/28/2002 | 25-7S-21W | N2SW4 | Graham | KS | 201 | 834 |
| Alexander #4 | A. Gillian Alexander, a single man and Sharon Rose Dowdell, a single woman | Great Eastern Energy & Development Corp. | 5/28/2002 | 26-7S-21W | N2NE4 | Graham | KS | 201 | 822 |
| Alexander-Dowdell | A. Gillian Alexander, a single man and Sharon Rose Dowdell, a single woman | Great Eastern Energy & Development Corp. | 5/28/2002 | 23-7S-21W | SE4NW4, S2NE4 | Graham | KS | 201 | 828 |
| Alexander-Dowdell | A. Gillian Alexander, a single man | Great Eastern Energy & Development Corp. | 4/25/2007 | 24-7S-21W | SW4NW4 | Graham | KS | 226 | 672 |
| Alexander-Dowdell | Michael Kountz and Sharon Dowdell Kountz, husband and wife | Great Eastern Energy & Development Corp. | 4/25/2007 | 24-7S-21W | SW4NW4 | Graham | KS | 226 | 674 |
| Benoit #1 | Jerome and Teresa Benoit, husband and wife | Great Eastern Energy & Development Corp. | 2/4/2003 | 6-8S-20W | NW4 | Rooks | KS | 328 | 98 |
| Benoit #1 | John and Mary Benoit, Husband and wife | Great Eastern Energy & Development Corp. | 2/4/2004 | 6-8S-20W | NW4 | Rooks | KS | 339 | 695 |
| Benoit #1 | Steve and Shari Benoit, husband and wife | Great Eastern Energy & Development Corp. | 2/4/2004 | 6-8S-20W | NW4 | Rooks | KS | 339 | 701 |
| Benoit #1 | Tim and Thelma Berland, husband and wife | Great Eastern Energy & Development Corp. | 2/4/2004 | 6-8S-20W | NW4 | Rooks | KS | 339 | 693 |
| Benoit #1 | Germaine Birdwell | Great Eastern Energy & Development Corp. | 2/4/2004 | 6-8S-20W | NW4 | Rooks | KS | 339 | 376 |
| Benoit #1 | Steve and Sonja Borel, husband and wife | Great Eastern Energy & Development Corp. | 2/4/2004 | 6-8S-20W | NW4 | Rooks | KS | 343 | 285 |
| Benoit #1 | Jim and Judi Charbonneau, husband and wife | Great Eastern Energy & Development Corp. | 2/4/2004 | 6-8S-20W | NW4 | Rooks | KS | 339 | 697 |
| Benoit #1 | Tom and Sharon Herbers, husband and wife | Great Eastern Energy & Development Corp. | 2/4/2004 | 6-8S-20W | NW4 | Rooks | KS | 343 | 291 |
| Benoit #1 | Bob and Lydia Neu, husband and wife | Great Eastern Energy & Development Corp. | 2/4/2004 | 6-8S-20W | NW4 | Rooks | KS | 339 | 703 |
| Benoit #1 | Marvin and Marilyn Skolaut, husband and wife | Great Eastern Energy & Development Corp. | 2/4/2004 | 6-8S-20W | NW4 | Rooks | KS | 339 | 699 |
| Benoit #1 | Patrick and Jaclyn Smith, husband and wife | Great Eastern Energy & Development Corp. | 2/4/2004 | 6-8S-20W | NW4 | Rooks | KS | 343 | 295 |
| Benoit #1 | Carmella Thyfault, a widow | Great Eastern Energy & Development Corp. | 2/4/2004 | 6-8S-20W | NW4 | Rooks | KS | 343 | 287 |
| Benoit #1 | M & C Thyfault Revocable Trust, Carmell Thyfault, Trustee | Great Eastern Energy & Development Corp. | 2/4/2004 | 6-8S-20W | NW4 | Rooks | KS | 339 | 378 |

Exhibit A-1

Attached to and made a part of that certain Assignment and Bill of Sale by and between WM KS Energy Resources, LLC as Assignor and TexKan Resources, LLC as Assignee

| Lease Name | Lessor | Lessee | Lease Date | S-T-R | Description | County | State | Book | Page |
|---|---|---|---|---|---|---|---|---|---|
| Benoit #1 | Galen and Sondra Thyfault, husband and wife | Great Eastern Energy & Development Corp. | 2/4/2004 | 6-8S-20W | NW4 | Rooks | KS | 343 | 289 |
| Benoit #1 | Jody and Jane Thyfault, husband and wife | Great Eastern Energy & Development Corp. | 2/4/2004 | 6-8S-20W | NW4 | Rooks | KS | 343 | 283 |
| Benoit #1 | Paula Thyfault, a single woman | Great Eastern Energy & Development Corp. | 2/4/2004 | 6-8S-20W | NW4 | Rooks | KS | 343 | 293 |
| Benoit #1 | Roger Thyfault, a single man | Great Eastern Energy & Development Corp. | 2/4/2004 | 6-8S-20W | NW4 | Rooks | KS | 343 | 451 |
| Berland #2 | Timothy J. Berland and Thelma R. Berland, Trustees of the Timothy J. Berland Trust dtd 10/1/98 and Timothy J. Berland and Thelma R. Berland Trustees of the Thelma R. Berland Trust #1 | Great Eastern Energy & Development Corp. | 7/15/2006 | 28-7S-21W | SE4 | Graham | KS | 222 | 332 |
| Billups Brothers A1, A-2 | Lavern Billips and Janet Billips, husband and wife, Lyle Billips and Kappi Billups, husband and wife | Great Eastern Energy & Development Corp. | 2/1/2002 | 3-7S-21W | SE4 | Graham | KS | 200 | 725 |
| Billips Brothers B-1 | Lavern Billips and Janet Billips, husband and wife, Lyle Billips and Kappi Billups, husband and wife | Great Eastern Energy & Development Corp. | 2/1/2002 | 10-7S-21W | NE4 | Graham | KS | 200 | 666 |
| Billips Brothers B-2 | Lavern Billips and Janet Billips, husband and wife, Lyle Billips and Kappi Billups, husband and wife | Great Eastern Energy & Development Corp. | 2/1/2002 | 3-7S-21W | SW4 | Graham | KS | 200 | 660 |
| Billips Brothers B-3 | Lavern Billips and Janet Billips, husband and wife, Lyle Billips and Kappi Billups, husband and wife | Great Eastern Energy & Development Corp. | 2/1/2002 | 3-7S-21W | NE4 | Graham | KS | 200 | 668 |
| Booth Unit | Ivan Booth, a single man, individually and as Administrator of the Estate of Effie Booth, deceased, et al | J. Fred Hambright | 11/23/1972 | 19-30S-17W | W2, W2SE4, SE4SE4, SW4NE4 | Kiowa | KS | 12 | 620 |
| Booth Unit | Ivan Booth, a single man, individually and as Administrator of the Estate of Effie Booth, deceased, et al | J. Fred Hambright | 11/23/1972 | 29, 30-30S-17W | W2W2 Sec. 29 and the N2 and SE4 of Sec. 30 | Kiowa | KS | 12 | 615 |
| Booth Unit | Floreance C. Weinhold and Leo C. Weinhold, her husband | J. Fred Hambright | 11/17/1972 | 24-30S-18W | NE4 | Kiowa | KS | 12 | 637 |
| Booth Unit | Floreance C. Weinhold and Leo C. Weinhold, her husband | J. Fred Hambright | 11/17/1972 | 24-30S-18W | SE4 | Kiowa | KS | 12 | 631 |

Exhibit A-1

Attached to and made a part of that certain Assignment and Bill of Sale by and between WM KS Energy Resources, LLC as Assignor and TexKan Resources, LLC as Assignee

| Lease Name | Lessor | Lessee | Lease Date | S-T-R | Description | County | State | Book | Page |
|---|---|---|---|---|---|---|---|---|---|
| Booth A Unit | Patricia Jean Snyder and Neil Timmer, her husband | J. Fred Hambright | 8/8/2008 | 30-30S-17W | N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30 | Kiowa | KS | 20 | 2247 |
| Booth A Unit | Roberta J. Snyder, a single woman | J. Fred Hambright | 8/8/2008 | 30-30S-17W | N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30 | Kiowa | KS | 20 | 2248 |
| Booth A Unit | Mike Synder a/k/a Carl M. Synder and Guyneth Synder, husband and wife | J. Fred Hambright | 8/8/2008 | 30-30S-17W | N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30 | Kiowa | KS | 20 | 2249 |
| Booth A Unit | L. Donald Booth and Mary Jane Booth, husband and wife | J. Fred Hambright | 8/8/2008 | 30-30S-17W | N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30 | Kiowa | KS | 20 | 2250 |
| Booth A Unit | Amy C. Ring, a single person | J. Fred Hambright | 8/8/2008 | 30-30S-17W | N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30 | Kiowa | KS | 20 | 2251 |
| Booth A Unit | Ivan S. Booth, a single man | J. Fred Hambright | 8/8/2008 | 30-30S-17W | N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30 | Kiowa | KS | 20 | 2252 |
| Booth A Unit | Barbara Y. Ranney and Lynn Ranney, her husband | J. Fred Hambright | 8/8/2008 | 30-30S-17W | N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30 | Kiowa | KS | 20 | 2266 |
| Booth A Unit | Betty Dirks and Keith Dirks, wife and husband | J. Fred Hambright | 8/8/2008 | 30-30S-17W | N2 of 30-30S-17W, except the North 40 acres of West 2/3rds of section 30 | Kiowa | KS | 20 | 2270 |
| Churchman Bible #1, #2, #3, #5 #7 | Churchman E. Bible and Phoebe M. Bible, his wife | Alden W. Foster | 7/13/1934 | 15-31S-35W | All | Stevens | KS | 7 | 179 |
| Copeland #3 & #8 | Copeland Kids Partnership, L.L.P. James D. Copeland, General Partner | Michael A. Davignon | 5/1/2001 | 19-9S-20W | SW4, S2NW4 | Rooks | KS | 312 | 680 |
| Cory #1 & #2 | Corey D. Johnson and Joanne C. Johnson, husband and wife | Great Eastern Energy & Development Corp. | 4/23/2007 | 8-7S-21W | NE4 | Graham | KS | 227 | 840 |
| Cromb A-2 & B-2 | A. I Cromb, as AIF for A. H. Cromb | Stanolind Oil and Gas Company | 12/19/1942 | 1-13S-21W | Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4 | Trego | KS | MM | 48 |
| Cromb A-2 & B-2 | Ed J. Robers, et ux | Stanolind Oil and Gas Company | 1/18/1943 | 1-13S-21W | Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4 | Trego | KS | MM | 51 |

Exhibit A-1

Attached to and made a part of that certain Assignment and Bill of Sale by and between WM KS Energy Resources, LLC as Assignor and TexKan Resources, LLC as Assignee

| Lease Name | Lessor | Lessee | Lease Date | S-T-R | Description | County | State | Book | Page |
|---|---|---|---|---|---|---|---|---|---|
| Cromb A-2 & B-2 | Bonus Oil Company | Stanolind Oil and Gas Company | 1/18/1943 | 1-13S-21W | Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4 | Trego | KS | MM | 52 |
| Cromb A-2 & B-2 | E. R. Cave, et ux | Stanolind Oil and Gas Company | 1/18/1943 | 1-13S-21W | Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4 | Trego | KS | MM | 53 |
| Cromb A-2 & B-2 | Ray Shaw, et ux | Stanolind Oil and Gas Company | 2/5/1943 | 1-13S-21W | Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4 | Trego | KS | MM | 54 |
| Cromb A-2 & B-2 | A. G. Hardman, et ux | Stanolind Oil and Gas Company | 2/3/1943 | 1-13S-21W | Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4 | Trego | KS | MM | 55 |
| Cromb A-2 & B-2 | Forrest Cave, et ux | Stanolind Oil and Gas Company | 2/9/1943 | 1-13S-21W | Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4 | Trego | KS | MM | 56 |
| Cromb A-2 & B-2 | E. C. Garrison, et ux | Stanolind Oil and Gas Company | 2/3/1943 | 1-13S-21W | Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4 | Trego | KS | MM | 57 |
| Cromb A-2 & B-2 | Christian F. Nies, et al | Stanolind Oil and Gas Company | 2/26/1943 | 1-13S-21W | Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4 | Trego | KS | MM | 65 |
| Cromb A-2 & B-2 | J. W. Nicholson, et ux | Stanolind Oil and Gas Company | 2/23/1943 | 1-13S-21W | Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4 | Trego | KS | MM | 64 |
| Cromb A-2 & B-2 | B. J. Lempenau | Stanolind Oil and Gas Company | 1/28/1943 | 1-13S-21W | Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4 | Trego | KS | MM | 70 |
| Cromb A-2 & B-2 | Ophelia Lamer, et al | Stanolind Oil and Gas Company | 3/2/1943 | 1-13S-21W | Insofar as lease covers the W2E2, E2NE4NE4, S2SE4NE4, NE4SE4 and the N2SE4SE4 | Trego | KS | MM | 72 |
| Dedrick #1 | F. M. Dedrick and Ella Goldean Dedrick, his wife | D. G. Hansen | 12/18/1957 | 26-5S-21W | SE4, NE4SW4 | Norton | KS | 14 | 541 |
| DeYoung #1, #2, #3, #4, #5 #7 | Milfred and Norma Jean DeYoung | Michael A. Davignon | 8/1/2000 | 33-9S-21W | NE4 | Graham | KS | 195 | 146 |
| Dodson #1 & #2 | Lemoyne Dodson and Arlene Dodson, husband and wife | Clipper Energy, LLC | 12/17/2008 | 28-9S-21W | SW4 | Graham | KS | 236 | 971 |
|  | Orville L. Dodson and Melba I. Dodson, husband and wife | Clipper Energy, LLC | 12/17/2008 | 28-9S-21W | SW4 | Graham | KS | 237 | 591 |

Exhibit A-1

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| Lease Name | Lessor | Lessee | Lease Date | S-T-R | Description | County | State | Book | Page |
|---|---|---|---|---|---|---|---|---|---|
| Greving #1 & #3 | Colby J. Greving and Cher R. Greving, husband and wife | Great Eastern Energy & Development Corp. | 2/1/2002 | 4-7S-21W | SW4 | Graham | KS | 200 | 673 |
| Greving #2 & #4 | Colby J. Greving and Cher R. Greving, husband and wife | Great Eastern Energy & Development Corp. | 2/1/2002 | 4-7S-21W | NE4 | Graham | KS | 200 | 675 |
| Gugler B1 & B10 | Percy V. Gugler, et al | York State Oil Company | 10/4/1935 | 36-12S-21W | Insofar as lease covers E2 | Trego | KS | Y | 142 |
| Hadley A3 & A4 | Hadley Memorial Hospital Inc. a Corporation of Hays KS | S. J. Peavey and J. Harlan Miller | 3/5/1954 | 20-11S-17W | S2NW4 | Ellis | KS | 129 | 78 |
| Hadley A3 & A4 | Hadley Memorial Hospital Inc. a Corporation of Hays KS | S. J. Peavey and J. Harlan Miller | 10/26/1954 | 20-11S-17W | S2NW4 | Ellis | KS | 135 | 370 |
| Hadley D3, D4, D5 & D11 | C. M. Hadley, a single man, et al | Champlin Refining Co. | 5/13/1939 | 20-11S-17W | N2NW4 | Ellis | KS | 40 | 99 |
| Hadley D3, D4, D5 & D11 | Hadley Memorial Hospital Inc. a Corporation of Hays KS | S. J. Peavey and J. Harlan Miller | 5/17/1955 | 20-11S-17W | N2NW4 | Ellis | KS | 143 | 321 |
| Hadley J | The Hadley Foundation, Inc. a Kansas non-for-profit Corporation | J. Fred Hambright | 10/12/2007 | 20-11S-17W | SW4 | Ellis | KS | 685 | 209 |
| Hilgers #1 | Blanch A. Hilgers Revocable Trust and Jack E. Hilgers Revocable Trust, Steven Hilgers Successor Trustee | Micheal A. Davignon | 3/1/2001 | 18-9S-18W | SW4 | Rooks | KS | 311 | 679 |
| Holmes #1 | Elmer E. Holmes and Barbara M. Holmes, his wife | Bernard W. Lounsbury | 10/22/1971 | 22-33S-13W | SE4 | Barber | KS | 141 | 193 |
| Jacobs #1 | The Gladys M. Jacobs Revocable Trust, Vernon E. Jacobs, Trustee | Great Eastern Energy & Development Corp. | 5/16/2004 | 28-6S-21W | NE4 | Graham | KS | 211 | 821 |
| Jacobs #1 | The Gladys M. Jacobs Revocable Trust, Vernon E. Jacobs, Trustee | Great Eastern Energy & Development Corp. | 5/16/2004 | 28-6S-21W | SE4 | Graham | KS | 211 | 819 |
| Johnson A-1 | Loren Johnson and Mary Johnson, husband and wife | Great Eastern Energy & Development Corp. | 5/15/2004 | 26-6S-21W | NE4 | Graham | KS | 211 | 838 |
| Johnson L-1 | Loren Johnson and Mary Johnson, husband and wife | Great Eastern Energy & Development Corp. | 5/15/2002 | 26-6S-21W | NW4 | Graham | KS | 201 | 760 |
| Jones Unit | Dorothy Jones Estate, Robert S. Atkisson, Executor | Great Eastern Energy & Development Corp. | 6/26/2002 | 25-7S-21W | NE4 | Graham | KS | 203 | 191 |
| Jones Unit | The Vernon E. Jacobs Revocable Trust, Gladys M. Jacobs, Trustee | Great Eastern Energy & Development Corp. | 6/26/2002 | 25-7S-21W | SE4 | Graham | KS | 202 | 631 |

Exhibit A-1

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| Lease Name | Lessor | Lessee | Lease Date | S-T-R | Description | County | State | Book | Page |
|---|---|---|---|---|---|---|---|---|---|
| Kemper #1 | Marcus G. Kemper and Michael J. Kemper, Trustees of the John Kemper Marital Trust UTI John Kemper Rev. Lvg. Trust 10/30/91, et al | Clipper Energy, LLC | 10/10/2008 | 26-5S-21W | NE4, E2NW4 | Norton | KS | 157A | 398 |
| Kenyon #1 | Wilbur Kenyon Family Trust, Carroll Kenyon, Trustee | Great Eastern Energy & Development Corp. | 6/28/2002 | 14-7S-21W | SW4 | Graham | KS | 202 | 380 |
| Lee #1 | Kenneth Holsman and Bobbie Nell Holsman | Great Eastern Energy & Development Corp. | 8/9/2006 | 15-7S-21W | NE4 | Graham | KS | 222 | 496 |
| Mid American #1 & #2 | Mid-American Oil Co. | Michael A. Davignon | 5/16/2003 | 25-6S-21W | NW4 | Graham | KS | 206 | 307 |
| Mulder #1 | Gary E. Mulder as AIF for Darrell R. Mulder, a single man | J. Fred Hambright | 9/19/2007 | 27-5S-21W | S2SE4 | Norton | KS | 151A | 71 |
| Parker Unit #1 | Illene Emery, a widow | Great Eastern Energy & Development Corp. | 1/21/2003 | 36-6S-21W | N2SE4, SW4SE4 | Graham | KS | 204 | 767 |
| Parker Unit #1 | Mid-American Oil Co. | Michael A. Davignon | 5/29/2003 | 36-6S-21W | NE4 | Graham | KS | 206 | 305 |
| Parker Unit #1 | Silas E. Ratcliffe, a single man | Great Eastern Energy & Development Corp. | 1/21/2003 | 36-6S-21W | NE4 | Graham | KS | 204 | 771 |
| Parker Unit #1 | Sempra Energy Production Company | Michael A. Davignon | 7/6/2003 | 36-6S-21W | NE4 | Graham | KS | 206 | 670 |
| Parker Unit #1 | Harold Parker and Fern Parker, husband and wife | Great Eastern Energy & Development Corp. | 5/15/2002 | 36-6S-21W | NW4 | Graham | KS | 201 | 772 |
| Parker Unit #1 | Harold Parker and Fern Parker, husband and wife | Great Eastern Energy & Development Corp. | 5/15/2002 | 36-6S-21W | SW4 | Graham | KS | 201 | 768 |
| Peavey A-4 and A-11 | Everal A. Peavey, et ux, et al | Harold W. Patton | 12/6/1955 | 19-11S-17W | NE4 | Ellis | KS | 148 | 415 |
| Pfannenstiel #1 and #2 | Edward M. Pfannenstile and Doris Pfannenstiel, his wife | J. Fred Hambright | 11/10/1981 | 21-14S-18W | NW4 | Ellis | KS | 318 | 17 |
| Pozas #1, #2 & #3 | Wanda Tyner Trust, Wanda Tyner, Trustee and Ruth Sylvia Jones Trust, Wanda Tyner, Trustee | Great Eastern Energy & Development Corp. | 7/2/2002 | 14-7S-21W | E2SE4 | Graham | KS | 203 | 105 |
| Pozas #1, #2 & #3 | Gary E. Kenyon Trust, Gary E. Kenyon, Trustee | Great Eastern Energy & Development Corp. | 6/28/2002 | 14-7S-21W | S2NE4, W2SE4 | Graham | KS | 207 | 189 |
| Pozas #1, #2 & #3 | Indenture of Trust of Ivan R. Kenyon, Gary Kenyon, Trustee | Great Eastern Energy & Development Corp. | 6/28/2002 | 14-7S-21W | S2NE4, W2SE4 | Graham | KS | 202 | 473 |
| Pozas #1, #2 & #3 | Henry L. Pozas and Marilyn K. Pozas, Trustees of the Pozas Family Trust | Great Eastern Energy & Development Corp. | 6/28/2003 | 14-7S-21W | S2NE4, W2SE4 | Graham | KS | 206 | 808 |
| Richards "I" #2 & #3 | Lawrance Richards and Edna S. Richards, his wife | Donald C. Slawson | 6/21/1977 | 28, 33-16S-29W | N2, SW4 of Sec. 28 & N2 of Sec. 33 | Lane | KS | 41 | 434 |
| Schneider #1 | LewAnn G. Schneider, a single woman | Clipper Energy, LLC | 8/20/2008 | 27-5S-21W | W2NE4, N2SE4 | Norton | KS | 156A | 420 |
| SSS Hunting Club #1 & #3 | SSS Hunting Club, L.L.C., Jim Desbian, General Manager | Great Eastern Energy & Development Corp. | 2/12/2003 | 27-8S-20W | SW4 | Rooks | KS | 328 | 214 |

Exhibit A-1

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| Lease Name | Lessor | Lessee | Lease Date | S-T-R | Description | County | State | Book | Page |
|---|---|---|---|---|---|---|---|---|---|
| Shaw #1 | Larry G. Foster and Ruth Foster, husband and wife & Jack G. and Dawn Foster, husband and wife | TexKan Exploration, LLC | 9/25/2011 | 7-9S-21W | NW4 | Graham | KS | 252 | 467 |
| States #1 | States AG, L. P. | Great Eastern Energy & Development Corp. | 5/26/2004 | 35-6S-21W | SW4 | Graham | KS | 210 | 731 |
| States Vehige #1 | States Ag, L.P. | Great Eastern Energy & Development Corp. | 6/6/2002 | 24-6S-21W | SE4 | Graham | KS | 202 | 263 |
| States Vehige #1 | Cheryl Scott | Great Eastern Energy & Development Corp. | 6/10/2002 | 25-6S-21W | NE4 | Graham | KS | 202 | 469 |
| States Vehige #1 | Agnes L. Vehige | Great Eastern Energy & Development Corp. | 6/10/2002 | 25-6S-21W | NE4 | Graham | KS | 202 | 247 |
| Stephens B-1 | Pakkebeir Farms, LLC, Harvey Pakkebeir, Partner | Great Eastern Energy & Development Corp. | 6/23/2003 | 18-5S-21W | SW4 | Norton | KS | 131A | 176 |
| Vacek #1 | Howard R. Vacek, a single person, and as Agent and AIF for Evelyn A. Vacek | Clipper Energy, LLC | 6/30/2008 | 9-16S-10W | NW4 | Ellsworth | KS | 109 | 648 |
| Vacek #1 | Kenneth D. Woods, a single person | Clipper Energy, LLC | 6/30/2008 | 9-16S-10W | NW4 | Ellsworth | KS | 109 | 644 |
| Vacek #1 | Kerry L. Woods and Evelyn B. Woods, husband and wife | Clipper Energy, LLC | 6/30/2008 | 9-16S-10W | NW4 | Ellsworth | KS | 109 | 640 |
| VanDuvall #1 & #2 | Novella Hare, a widow | Great Eastern Energy & Development Corp. | 2/19/2003 | 26-7S-21W | SE4 | Graham | KS | 205 | 192 |
| VanDuvall #1 & #2 | LeRoy Nivens and Joetta B. Nevins, husband and wife | Great Eastern Energy & Development Corp. | 6/26/2002 | 26-7S-21W | SE4 | Graham | KS | 202 | 461 |
| VanDuvall #1 & #2 | Ernestine VanDuvall, a widow | Great Eastern Energy & Development Corp. | 2/19/2003 | 26-7S-21W | SE4 | Graham | KS | 204 | 945 |
| VanDuvall #1 & #2 | Orlo VanDuvall | Great Eastern Energy & Development Corp. | 6/26/2002 | 26-7S-21W | SE4 | Graham | KS | 202 | 477 |
| VanDuvall #1 & #2 | Vernon V. VanDuvall | Great Eastern Energy & Development Corp. | 6/26/2002 | 26-7S-21W | SE4 | Graham | KS | 202 | 637 |
| Voss A-1 | Roy L. Voss and Marilys K. Voss, husband and wife | Baird Oil Company, LLC | 10/29/2005 | 9-6S-21W | NW4 | Graham | KS | 218 | 336 |
| Wasinger A1, A2, A5 | B. Anderson | Cities Service Oil Company | 6/14/1946 | 21-11S-18W | SW4 | Ellis | KS | 58 | 79 |
| Wasinger A1, A2, A5 | Iola R. Kippes and A. L. Kippes, her husband | Cities Service Oil Company | 6/24/1946 | 21-11S-18W | SW4 | Ellis | KS | 58 | 75 |
| Wasinger A1, A2, A5 | Mary Kippes and J.C. Kippes, her husband | Cities Service Oil Company | 6/14/1946 | 21-11S-18W | SW4 | Ellis | KS | 58 | 73 |
| Wasinger A1, A2, A5 | Frank S. Wasinger, a widower, et al | Cities Service Oil Company | 6/14/1946 | 21-11S-18W | SW4 | Ellis | KS | 58 | 70 |
| Wasinger A1, A2, A5 | H. L. Whitside, single | Cities Service Oil Company | 6/20/1946 | 21-11S-18W | SW4 | Ellis | KS | 58 | 88 |
| Wasinger A1, A2, A5 | Olga Jones Willis, a widow | Cities Service Oil Company | 6/20/1946 | 12-11S-18W | SW4 | Ellis | KS | 58 | 77 |
| Wasinger C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13, C14, C15 & C16 | Lario Oil & Gas Company | Kaiser-Francis Oil Co. | 12/2/1997 | 28-11S-18W | NE4 | Ellis | KS | 444 | 736 |

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| Lease Name | Lessor | Lessee | Lease Date | S-T-R | Description | County | State | Book | Page |
|---|---|---|---|---|---|---|---|---|---|
| Wasinger C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13, C14, C15 & C16 | F. S. Wasinger aka Frank S. Wasinger, a widower, et al | Shell Oil Company, Inc. | 6/6/1947 | 28-11S-18W | NE4 | Ellis | KS | 64 | 389 |

**EXHIBIT A-2**

**WELLS**

See attached.

Exhibit A-2

Attached to and made a part of that certain Assignment and Bill of Sale by and between WM KS Energy Resources, LLC as Assignor and TexKan Resources, LLC as Assignee

| Well Name | Well Status | API # | Location | Sec | Twp | Range | County | State |
|---|---|---|---|---|---|---|---|---|
| Alan #1 | Producing | 15-065-23189 | NW/SW/SW | 24 | 6S | 21W | Graham | Kansas |
| Alexander #1 | Producing | 15-065-22868 | SE/SW/NW | 25 | 7S | 21W | Graham | Kansas |
| Alexander #2 | Producing | 15-065-22895 | SW/NE/NW/NW | 25 | 7S | 21W | Graham | Kansas |
| Alexander #3 | Producing | 15-065-22917 | NE/SE/NW/SW | 25 | 7S | 21W | Graham | Kansas |
| Alexander #4 | Producing | 15-065-22933 | NE/NE/NE/NE | 26 | 7S | 21W | Graham | Kansas |
| Alexander #5 | Producing | 15-065-23198 | NW/SE/NW | 25 | 7S | 21W | Graham | Kansas |
| Alexander-Dowdell #1 | Producing | 15-065-22866 | SE/SE/NE | 23 | 7S | 21W | Graham | Kansas |
| Benoit #1 | Producing | 15-163-23406 | SE/NW/NW | 6 | 8S | 20W | Rooks | Kansas |
| Berland #2 | Producing | 15-065-23352 | S2/SE/SE | 28 | 7S | 21W | Graham | Kansas |
| Billips Brothers A-1 | Producing | 15-065-22831 | NW/SE/SE/SE | 3 | 7S | 21W | Graham | Kansas |
| Billips Brothers B-1 | Producing | 15-065-22833 | S2/S2/NE/NE | 10 | 7S | 21W | Graham | Kansas |
| Billips Brothers B-2 | Producing | 15-065-22847 | S2/S2/NW/SW | 3 | 7S | 21W | Graham | Kansas |
| Billips Brothers B-3 | Producing | 15-065-22862 | NE/SW/NE | 3 | 7S | 21W | Graham | Kansas |
| Booth Unit #1 | Producing | 15-097-20163 | SE/SE/NW | 19 | 30S | 17W | Kiowa | Kansas |
| Booth A #1 | Producing | 15-097-21702 | NW/SE/SE/NW | 30 | 30S | 17W | Kiowa | Kansas |
| Churchman Bible #1 | Producing | 15-189-20936 | NE/NE/NW | 15 | 31S | 35W | Stevens | Kansas |
| Churchman Bible #2 | Producing | 15-189-20982 | N2/S2/NE/NE | 15 | 31S | 35W | Stevens | Kansas |
| Churchman Bilbe #3 | Producing | 15-189-21087 | C/SW/NE | 15 | 31S | 35W | Stevens | Kansas |
| Churchman Bible #5 | Producing | 15-189-22777 | C/NW/NE | 15 | 31S | 35W | Stevens | Kansas |
| Copeland #3 | Producing | 15-163-23624 | W2/SW | 19 | 9S | 20W | Rooks | Kansas |
| Copeland #8 | Producing | 15-163-02251-0001 | NE/SW/NW | 19 | 9S | 20W | Rooks | Kansas |
| Cory #1 | Producing | 15-065-23346 | NE/NW/NE | 8 | 7S | 21W | Graham | Kansas |
| Cory #2 | Producing | 15-065-23483 | SW/NW/NE/NE | 8 | 7S | 21W | Graham | Kansas |
| Dedrick #1 | Producing | 13-137-00544 | SW/NW/NE/SW | 26 | 5S | 21W | Norton | Kansas |
| DeYoung #1 | Producing | 15-065-22801 | N2/SW/NE | 33 | 9S | 21W | Graham | Kansas |
| DeYoung #2 | Producing | 15-065-23450 | NW/SW/NE/NE | 33 | 9S | 21W | Graham | Kansas |
| DeYoung #3 | Producing | 15-065-23485 | SW/NW/NE | 33 | 9S | 21W | Graham | Kansas |
| DeYoung #4 | Producing | 15-065-23486 | SE/NW/NE | 33 | 9S | 21W | Graham | Kansas |
| DeYoung #5 | Producing | 15-065-23508 | SE/SW/NE | 33 | 9S | 21W | Graham | Kansas |
| DeYoung #7 | Producing | 15-065-01508-0001 | NW/SE/NE | 33 | 9S | 21W | Graham | Kansas |
| Dodson #1 | Producing | 15-065-23521 | SE/ SW/ SW | 28 | 9S | 21W | Graham | Kansas |
| Dodson #2 | Producing | 15-065-23791 | SW/SW/SW | 28 | 9S | 21W | Graham | Kansas |
| Greving #1 | Producing | 15-065-22832 | SE/NW/NE/SW | 4 | 7S | 21W | Graham | Kansas |
| Greving #2 | Producing | 15-065-22839 | N2/SE/SE/NE | 4 | 7S | 21W | Graham | Kansas |
| Greving #3 | Producing | 15-065-23320 | SE/NW/SW | 4 | 7S | 21W | Graham | Kansas |
| Greving #4 | Producing | 15-065-23347 | SE/NW/NE | 4 | 7S | 21W | Graham | Kansas |
| Gugler B-1 | Producing | 15-195-32465 | W2/SE/SE | 36 | 12S | 21W | Trego | Kansas |
| Gugler B-10 | Producing | 15-195-20049 | SE/SW/SE | 36 | 12S | 21W | Trego | Kansas |
| Hadley A-3 | Producing | 15-051-05501 | NW/SW/NW | 20 | 11S | 17W | Ellis | Kansas |
| Hadley A-4 | Producing | 15-051-05502 | NE/SW/NW | 20 | 11S | 17W | Ellis | Kansas |
| Hadley D-3 | Producing | 15-051-02235 | NW/NW/NW | 20 | 11S | 17W | Ellis | Kansas |
| Hadley D-4 | Producing | 15-051-02236 | C/W2/NW/NW | 20 | 11S | 17W | Ellis | Kansas |
| Hadley D-5 | Producing | 15-051-02237 | SE/NW/NW | 20 | 11S | 17W | Ellis | Kansas |
| Hadley D-11 | Producing | 15-051-25689 | SW/NW/NW | 20 | 11S | 17W | Ellis | Kansas |
| Hadley J-1 | Producing | 15-051-03331 | NW/SW/SW/SW | 20 | 11S | 17W | Ellis | Kansas |
| Hilgers #1 | Producing | 15-163-23328 | NW/SE/SW | 18 | 9S | 18W | Ellis | Kansas |
| Holmes #1 | Producing | 15-007-20205 | C/W2/SE | 22 | 33S | 13W | Barber | Kansas |
| Jacobs #1 | Producing | 15-065-23153 | SE/SW/SE/NE | 28 | 6S | 21W | Graham | Kansas |
| Johnson A-1 | Producing | 15-065-23045 | NW/NW/NE | 26 | 6S | 21W | Graham | Kansas |
| Johnson L-1 | Producing | 15-065-22919-0001 | SW/NE/NW | 26 | 6S | 21W | Graham | Kansas |
| Jones Unit #1 | Producing | 15-065-22872 | SW/SW/NE | 25 | 7S | 21W | Graham | Kansas |
| Kemper #1 | Producing | 15-137-20496 | NE/NE/NW | 26 | 5S | 21W | Norton | Kansas |
| Kenyon #1 | Producing | 15-065-22966 | SW/NW/SE/SW | 14 | 7S | 21W | Graham | Kansas |
| Lee #1 | Producing | 15-065-23241 | SW/NE/NE | 15 | 7S | 21W | Graham | Kansas |
| Mid American #1 | Producing | 15-065-22920 | SE/SW/NW | 25 | 6S | 21W | Graham | Kansas |
| Mid American #2 | Producing | 15-065-23049 | SW/NW/NE/NW | 25 | 6S | 21W | Graham | Kansas |
| Mulder #1 | Producing | 15-137-20440-0001 | NW/SE/SE | 27 | 5S | 21W | Norton | Kansas |
| Parker Unit #1 | Producing | 15-065-22953 | NW/NW/NW/SE | 36 | 6S | 21W | Graham | Kansas |
| Peavey A-11 | Producing | 15-051-25688 | SE/NE/NE | 19 | 11S | 17W | Ellis | Kansas |
| Pfannenstiel #1 | Producing | 15-051-23738 | C/NW/NW/NW | 21 | 14S | 18W | Ellis | Kansas |
| Pfannenstiel #2 | Producing | 15-051-01011-0001 | SW/NW/NW | 21 | 14S | 18W | Ellis | Kansas |
| Pozas #1 | Producing | 15-065-22937 | E2/SE/SW/SE | 14 | 7S | 21W | Graham | Kansas |
| Pozas #2 | Producing | 15-065-22945 | NE/NE/SW/SE | 14 | 7S | 21W | Graham | Kansas |

Exhibit A-2

Attached to and made a part of that certain Assignment and Bill of Sale by and between WM KS Energy Resources, LLC as Assignor and TexKan Resources, LLC as Assignee

| Well Name | Well Status | API # | Location | Sec | Twp | Range | County | State |
|---|---|---|---|---|---|---|---|---|
| Pozas #3 | Producing | 15-065-22967 | N2/SW/NE/SE | 14 | 7S | 21W | Graham | Kansas |
| Richards "I" #2 | Producing | 15-101-20284 | SE/NW/NE | 33 | 16S | 29W | Lane | Kansas |
| Richards "I" #3 | Producing | 15-101-20824 | W2/E2/W2/NW | 28 | 16S | 29W | Lane | Kansas |
| Schneider #1 | Producing | 15-137-20495 | NW/SW/NE | 27 | 5S | 21W | Norton | Kansas |
| SSS Hunting Club #1 | Producing | 15-163-23410 | NW/NE/SW | 27 | 8S | 20W | Rooks | Kansas |
| Shaw #1 | Producing | 15-065-23830 | NW/NW/NW | 7 | 9S | 21W | Graham | Kansas |
| States #1 | Producing | 15-065-22975 | N2/NE/SE/SW | 35 | 6S | 21W | Graham | Kansas |
| States Vehige #1 | Producing | 15-065-22910 | SE/SW/SW/SE | 24 | 6S | 21W | Graham | Kansas |
| Stephens B-1 | Producing | 15-137-20238 | C/NW/NE/SW | 18 | 5S | 21W | Norton | Kansas |
| Vacek #1 | Producing | 15-053-21230 | SW/SW/NW | 9 | 16S | 10W | Ellsworth | Kansas |
| VanDuvall #1 | Producing | 15-065-22893 | S2/N2/NW/SE | 26 | 7S | 21W | Graham | Kansas |
| VanDuvall #2 | Producing | 15-065-23319 | NE/NW/SE | 26 | 7S | 21W | Graham | Kansas |
| Voss A-1 | Producing | 15-065-23154 | SE/SE/NW | 9 | 6S | 21W | Graham | Kansas |
| Wasinger A-1 | Producing | 15-051-04862 | C/NE/SE/SW | 21 | 11S | 18W | Ellis | Kansas |
| Wasinger A-2 | Producing | 15-051-04863 | NE/NE/SW | 21 | 11S | 18W | Ellis | Kansas |
| Wasinger A-5 | Producing | 15-051-05077 | NE/NW/SW | 21 | 11S | 18W | Ellis | Kansas |
| Wasinger C-1 | Producing | 15-051-26326 | NE/NE/NE | 28 | 11S | 18W | Ellis | Kansas |
| Wasinger C-2 | Producing | 15-051-26327 | NE/SE/NE | 28 | 11S | 18W | Ellis | Kansas |
| Wasinger C-3 | Producing | 15-051-19023 | NE/NW/NE | 28 | 11S | 18W | Ellis | Kansas |
| Wasinger C-4 | Producing | 15-051-05224 | SW/NE/NE | 28 | 11S | 18W | Ellis | Kansas |
| Wasinger C-5 | Producing | 15-051-26349 | SE/SE/NE | 28 | 11S | 18W | Ellis | Kansas |
| Wasinger C-6 | Producing | 15-051-26245 | NE/SW/NE | 28 | 11S | 18W | Ellis | Kansas |
| Wasinger C-7 | Producing | 15-051-05227 | NE/NW/NW/NE | 28 | 11S | 18W | Ellis | Kansas |
| Wasinger C-8 | Producing | 15-051-26328 | NW/SW/NE | 28 | 11S | 18W | Ellis | Kansas |
| Wasinger C-9 | Producing | 15-051-05510 | NW/SE/NW/NE | 28 | 11S | 18W | Ellis | Kansas |
| Wasinger C-10 | Producing | 15-051-26350 | SW/NW/NE | 28 | 11S | 18W | Ellis | Kansas |
| Wasinger C-11 | Producing | 15-051-25683 | NW/NE/NE | 28 | 11S | 18W | Ellis | Kansas |
| Wasinger C-12 | Producing | 15-051-25684 | NW/SE/NE | 28 | 11S | 18W | Ellis | Kansas |
| Wasinger C-13 | Producing | 15-051-26213 | SW/SE/NE | 28 | 11S | 18W | Ellis | Kansas |
| Wasinger C-14 | Producing | 15-051-26222 | SE/SW/NE | 28 | 11S | 18W | Ellis | Kansas |
| Wasinger C-15 | Producing | 15-051-26306 | SE/NE/SE | 28 | 11S | 18W | Ellis | Kansas |
| Wasinger C-16 | Producing | 15-051-26351 | SW/SW/NE | 28 | 11S | 18W | Ellis | Kansas |
| Bethel #1 | SWD | 15-065-23061-0001 | SW/NW/NE/SE | 1 | 8S | 21W | Graham | Kansas |
| Copeland #2 | SWD | 15-163-02246-0001 | C/SW/NW/SW | 19 | 9S | 20W | Rooks | Kansas |
| Cox A #2 | SWD | 15-065-19003-0003 | SW/NE/NW | 33 | 9S | 21W | Graham | Kansas |
| Cromb #4 | SWD | 15-195-19014 | NE/NW/SE | 1 | 13S | 21W | Trego | Kansas |
| Dodson #3 | SWD | 15-065-01138-0002 | SE/SW/SW | 28 | 9S | 21W | Graham | Kansas |
| Grubbstake #1 | SWD | 15-065-22848 | NW/SW/NE | 9 | 7S | 21W | Graham | Kansas |
| Hadley B-4 | SWD | 15-051-24302-0001 | SE/NW/SW | 20 | 11S | 17W | Ellis | Kansas |
| Holsman #1 | SWD | 15-065-00078-0001 | SE/SE/SE | 27 | 7S | 21W | Graham | Kansas |
| Keiswetter #1 | SWD | 15-065-00061-0001 | SE/SE/SE | 17 | 7S | 21W | Graham | Kansas |
| Parker #1 | SWD | 15-065-00037-0001 | C/SW/SW/SW | 36 | 6S | 21W | Graham | Kansas |
| Pennington #1 | SWD | 15-065-23242-0001 | NE/SW/NE | 34 | 6S | 21W | Graham | Kansas |
| Richard "I" #1 | SWD | 15-101-20270-0001 | NE/NW/NE | 33 | 16S | 29W | Lane | Kansas |
| SSS Hunting Club #2 | SWD | 15-163-23440 | SW/SE/SE | 27 | 8S | 20W | Rooks | Kansas |
| Wasinger B-1 | SWD | 15-051-03723-0001 | NE/SE/NW | 21 | 11S | 18W | Ellis | Kansas |
| Wasinger C-17 | SWD | 15-051-26331 | N2/S2/NE | 28 | 11S | 18W | Ellis | Kansas |
| Wiltrout D #3 | SWD | 15-051-19025-0001 | NE/NW/SE/NW | 27 | 5S | 21W | Norton | Kansas |
| Alexander-Dowdell #2 | TA'd | 15-065-23331 | NW/SW/NW | 23 | 7S | 21W | Graham | Kansas |
| Billips Brothers A-2 | TA'd | 15-065-23321 | SW/NE/SE | 3 | 7S | 21W | Graham | Kansas |
| Churchman Bible #7 | TA'd | 15-189-22782 | C/SE/NE | 15 | 31S | 35W | Stevens | Kansas |
| Cromb A-2 | TA'd | 15-195-01131-0001 | SE/SW/NE | 1 | 13S | 21W | Trego | Kansas |
| Cromb B-2 | TA'd | 15-195-22248 | SW/SE/NE | 1 | 13S | 21W | Trego | Kansas |
| Peavey A-4 | TA'd | 15-051-02244 | SW/NE/NE | 19 | 11S | 17W | Ellis | Kansas |
| SSS Hunting Club #3 | TA'd | 15-163-23625 | NE/NW/SW | 27 | 8S | 20W | Rooks | Kansas |

**EXHIBIT A-3**

**VEHICLES**

See attached.

**Exhibit A-3**

**Attached to and made a part of that certain Assignment and Bill of Sale by and between WM KS Energy Resources, LLC as Assignor and TexKan Resources, LLC as Assignee.**

1. 2014 Ford F250 (VIN # 1FT7W2B6XEEA73932)

2. 2007 Ford F150 (VIN # 1FTPW14V87KB91108)