

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 _____ **
- ☐ 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: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

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

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: _____ . Recommended action: _____

Date: _____

Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit
permitted by No.: _____ .

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

KDOR Lease No.: _____

[illegible]

* 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.

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 # _____

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: _____

**ASSIGNMENT OF OIL AND GAS LEASES
AND BILL OF SALE**

STATE OF KANSAS)
)
COUNTY OF MORTON)

WITNESSETH:

THAT EDISON OPERATING COMPANY, LLC, a Kansas limited liability company, whose address is 8100 E. 22nd St. N, Bldg. 1900, Wichita, Kansas 67226, GRANITE INVESTMENTS, LLC, whose mailing address is 8100 E. 22nd St. N, Bldg. 1900, Wichita, Kansas 67226 and ERIE PARTNERS I, LLC, a Colorado limited liability company, whose mailing address is 601 Corporate Circle, Golden Colorado 80401, (collectively "**Assignor**"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, does hereby ASSIGN, TRANSFER, SELL, GRANT and CONVEY unto ENTERRA RESOURCES, LLC an Oklahoma limited liability company, whose mailing address is P.O. Box 5278, Edmond, OK 73083-5278 ("**Assignee**"), its successors and assigns, subject to the reservations, exceptions, terms, covenants, and conditions below stated, all of Assignor's right, title and interest in and to the following (collectively, the "Property Interests"):

- (a) All of the oil and gas leases described on Exhibit "A-1" attached hereto and made a part hereof (the "**Leases**") together with each and every kind and character of right, title, claim, and interest that Grantor has in and to the lands described on Exhibit "A-1" and/or the lands covered by the Leases, or the lands currently pooled, unitized, communitized or consolidated therewith, including, without limitation, the Wil-Bros South Morrow Unit (WSMU) located in the E/2 of Section 16, T31S, R40W, Morton County, Kansas;
- (b) All wellbores associated with the Leases, including, without limitation, the wells more particularly described on Exhibit "A-2" attached hereto and made a part hereof, whether producing, non-producing, shut-in or temporarily abandoned (the "**Wells**");
- (c) All contracts, agreements and instruments by which the Property Interests are bound, or that relate to or are otherwise applicable to the Property Interests, including, without limitation, operating agreements, unitization, pooling and communitization agreements, declarations and orders, joint venture agreements, farmin, and farmout agreements, exploration agreements, participation agreements, exchange agreements, transportation or gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas or processing agreements to the extent applicable to the Property Interests or the production of hydrocarbons produced in association therewith from the Property Interests including, without limitation, the Wil-Bros South Morrow Unit Agreement dated August 24, 2001, but excluding any contracts, agreements and instruments to the extent transfer is prohibited by third-party Contract or applicable law;
- (d) All easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights (the "**Surface Contracts**") appurtenant to, and used or held for use

primarily in connection with, the Property Interests, including, without limitation, those described on Exhibit "A-3" attached hereto and made a part hereof, and in each case including, without limitation, all improvements located thereon, but excluding any permits and other rights to the extent transfer is prohibited by third-party Contract or applicable Law;

- (e) All equipment, machinery, fixtures, inventory and other tangible personal property and improvements located on the Leases or the lands covered by the Surface Contracts or used or held for use primarily in connection with the operation of the Wells or the lands covered by the Surface Contracts, including, without limitation, all wellhead equipment, pumps, pumping units, compressors, tanks, pipe, parts, tools, telemetry devices, and any computer and communications hardware and equipment located on the Leases or the lands covered by the Surface Contracts; and,
- (f) All flow lines, pipelines, gathering systems and appurtenances thereto located on the Leases or the lands covered by the Surface Contracts or used, or held for use, primarily in connection with the operation of the Properties or the lands covered by the Surface Contracts.

This Assignment of Oil and Gas Leases and Bill of Sale (this "**Assignment**") is made by Assignor and accepted by Assignee subject to the interest acquired by Assignee bearing all royalties, overriding royalties and other lease burdens existing of record as of the Effective Date of this Assignment; and

Assignee represents and warrants to Assignor that Assignee is an operator in good standing with the applicable regulatory agency and is currently in compliance with the regulatory agency's financial assurance requirements for operators.

THIS ASSIGNMENT IS MADE "AS IS, WHERE IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY AS TO (I) TITLE TO ANY OF THE PROPERTY INTERESTS, EXCEPT THAT ASSIGNOR SPECIALLY WARRANTS TITLE TO THE PROPERTY INTERESTS UNTO ASSIGNEE AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY THROUGH OR UNDER ASSIGNOR OR ITS AFFILIATES, BUT NOT OTHERWISE (II) THE QUANTITY, QUALITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE PROPERTY INTERESTS, (III) ANY ESTIMATES OF THE VALUE OF THE PROPERTY INTERESTS OR FUTURE REVENUES GENERATED BY THE PROPERTY INTERESTS, (IV) THE PRODUCTION OF HYDROCARBONS FROM THE PROPERTY INTERESTS, (V) THE MAINTENANCE, REPAIR, CONDITION, FITNESS FOR PURPOSE, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE PROPERTY INTERESTS OR (VI) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, ENVIRONMENTAL LIABILITIES, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE PROPERTY INTERESTS, AND NOTHING IN THIS ASSIGNMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY.

PRIOR TO EXECUTION OF THIS ASSIGNMENT, ASSIGNEE HAS HAD THE OPPORTUNITY TO INSPECT THE PROPERTY INTERESTS AND PREMISES AND SATISFY ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITIONS, BOTH SURFACE AND SUBSURFACE, AND TO EXAMINE THE RECORDS OF ASSIGNOR PERTAINING TO THE RIGHTS ASSIGNED HEREIN AT ASSIGNOR'S OFFICES AND HAS HAD ACCESS TO THE INFORMATION IN ASSIGNOR'S POSSESSION WITH RESPECT THERETO. ASSIGNEE HAS RELIED AND WILL RELY SOLELY ON ITS INDEPENDENT INVESTIGATION AND JUDGMENT WITH RESPECT TO THE PROPERTY INTERESTS, THEIR VALUE, AND ASSIGNOR'S TITLE THERETO.

The terms and provisions of this Assignment shall extend to and bind the respective heirs, successors, representatives, and assigns of Assignor and Assignee.

This Assignment is subject to the terms and conditions of that certain Purchase Agreement dated August 13, 2019, as amended by that certain letter agreement dated August 27, 2019, and that certain Letter of Assurance dated October 1, 2019 between Assignor and Assignee.

This instrument may be executed in counterpart, but shall not bind any party hereto unless and until it is executed by all parties hereto.

IN WITNESS WHEREOF, this Assignment is executed by Assignor and Assignee as of the respective acknowledgement dates set out below, but after execution by all parties, shall be effective for all purposes as of October 1, 2019 (the "Effective Date").


ASSIGNOR

EDISON OPERATING COMPANY, LLC

By: 
David G. Withrow
Managing Member

ASSIGNOR

GRANITE INVESTMENTS, LLC

By: 
David G. Withrow
Managing Member

ASSIGNOR

ERIE PARTNERS I, LLC

By:

[Signature]
Robert T. Williams, Jr.
Manager

ASSIGNEE

ENTERRA RESOURCES, LLC

By: Titan Energy Corporation, Manager

By:

[Signature]
Marion F. Hutchison II
President

ACKNOWLEDGMENTS

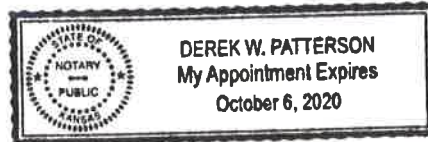
STATE OF Kansas)
COUNTY OF Sedgwick)

This instrument was acknowledged before me on the 1 day of October, 2019 by David G. Withrow, Managing Member of Edison Operating Company, LLC, a Kansas limited liability company, on behalf of said limited liability company.

My Commission Expires:
10/6/2020

[Signature]
Notary Public

My Commission Number:



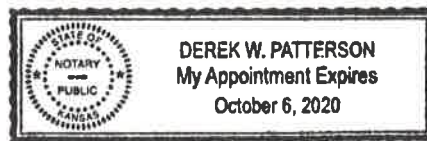
STATE OF Kansas)
COUNTY OF Sedgwick)

This instrument was acknowledged before me on the 1 day of October, 2019 by David G. Withrow, Managing Member of Edison Operating Company, LLC, a Kansas limited liability company, on behalf of said limited liability company.

My Commission Expires:
10/6/2020

[Signature]
Notary Public

My Commission Number:



(ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE)

(ACKNOWLEDGEMENTS CONTINUED)

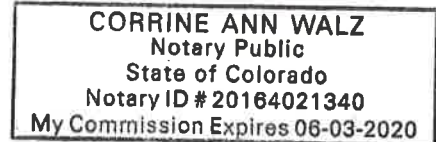
STATE OF Colorado)
COUNTY OF Jefferson)

This instrument was acknowledged before me on the 30th day of August, 2019 by Robert T. Williams, Jr., Manager of Erie Partners I, LLC, a Colorado limited liability company, on behalf of said limited liability company.

My Commission Expires:
06/03/2020

My Commission Number:
20164021340

Corrine Ann Walz
Notary Public



STATE OF Kansas)
COUNTY OF Sedgwick)

This instrument was acknowledged before me on the 1 day of October, 2019, by Marion F. Hutchison II, Manager of Enterra Resources LLC, an Oklahoma limited liability company, on behalf of said limited liability company.

My Commission Expires:
10/6/2020

My Commission Number:

Derek W. Patterson
Notary Public



Exhibit A-1 - "Leases"

Attached to and made a part of that certain Assignment of Oil and Gas Leases and Bill of Sale effective October 1, 2019 by and among Edison Operating Company, LLC, Granite Investments, LLC and Erie Partners I, LLC, collectively as Assignor, and Enterra Resources, LLC, as Assignee.

ALL LEASES IN MORTON COUNTY, KANSAS

LESSOR	LESSEE	LEASE DATE	SEC	TWN	RGE	DESC	BOOK	PAGE
EVELYN EMBERTON, AIF FOR VON CEIL E. BLEES, MICHELLE E. DORSEY AND MONVELLE E. MCFADDIN	J.M. HUBER CORPORATION	6/2/1988	8	31S	40W	NE/4	44	344
D. ALLEN FRAME, EXECUTOR OF THE ESTATE OF MARGUERITE COOVER, DECEASED	J.M. HUBER CORPORATION	6/24/1993	8	31S	40W	SE/4	71	437
MILDRED M. WOODS AND CHARLES R. WOODS, HW	J.M. HUBER CORPORATION	6/7/1992	9	31S	40W	SE/4	47	152
REGINA F. CONLON, A WIDOW	J.M. HUBER CORPORATION	6/7/1992	9	31S	40W	SE/4	47	155
KATHLEEN IVRDIK, TRUSTEE OF THE ADALENE E. MCDERMOTT REVOCABLE TRUST	J.M. HUBER CORPORATION	6/7/1992	9	31S	40W	SE/4	47	158
BARBARA J. CLARK, TRUSTEE OF THE ANNA G. HEMSTREET REVOCABLE LIVING TRUST, U/T/A DATED 9/16/1987	J.M. HUBER CORPORATION	6/7/1992	9	31S	40W	SE/4	47	161
CARRIE M. CROCKER	JOE E. DENHAM	7/17/1943	15	31S	40W	NW/4	10	195
JOHN LUTZ AND MARY LUTZ, HIS WIFE	JOE E. DENHAM	7/22/1943	15	31S	40W	SE/4	10	233
ETHEL BRUMFIEL AND DANIEL C. BRUMFIEL, HER HUSBAND AND METTA HENDERSHOTT, A WIDOW	JOE E. DENHAM	9/23/1943	15	31S	40W	NE/4	11	46
M. GERTRUDE MCCOURT SHIRK, A SINGLE WOMAN	JOE E. DENHAM	3/14/1944	15	31S	40W	SW/4	11	274
JOHN K. MILBURN, A SINGLE MAN	J.M. HUBER CORPORATION	6/1/1989	16	31S	40W	NE/4	45	363
LOUIS ARTHUR MILBURN, A SINGLE MAN	J.M. HUBER CORPORATION	6/1/1989	16	31S	40W	NE/4	45	367
VIRGINIA M. GOLDEN, A WIDOW	J.M. HUBER CORPORATION	6/1/1989	16	31S	40W	NE/4	45	371
KATHLEEN DORIS PRATT AND ALFRED PRATT, HER HUSBAND	J.M. HUBER CORPORATION	6/1/1989	16	31S	40W	NE/4	45	375
LOUIS ARTHUR MILBURN, A SINGLE MAN	J.M. HUBER CORPORATION	6/1/1989	16	31S	40W	SW/4	45	379
JOHN K. MILBURN, A SINGLE MAN	J.M. HUBER CORPORATION	6/1/1989	16	31S	40W	SW/4	45	383
VIRGINIA M. GOLDEN, A WIDOW	J.M. HUBER CORPORATION	6/1/1989	16	31S	40W	SW/4	45	387
KATHLEEN DORIS PRATT AND ALFRED PRATT, HER HUSBAND	J.M. HUBER CORPORATION	6/1/1989	16	31S	40W	SW/4	45	391
JOHN K. MILBURN, A SINGLE MAN	J.M. HUBER CORPORATION	6/1/1989	16	31S	40W	NW/4	45	395
LOUIS ARTHUR MILBURN, A SINGLE MAN	J.M. HUBER CORPORATION	6/1/1989	16	31S	40W	NW/4	45	399
VIRGINIA M. GOLDEN, A WIDOW	J.M. HUBER CORPORATION	6/1/1989	16	31S	40W	NW/4	45	403
KATHLEEN DORIS PRATT AND ALFRED PRATT, HER HUSBAND	J.M. HUBER CORPORATION	6/1/1989	16	31S	40W	NW/4	45	407
JOHN A. GOLDEN, PER. REP OF THE VIRGINIA M. GOLDEN ESTATE; JOHN A. GOLDEN; PATRICIA ANN GOLDEN	J. FRED HAMBRIGHT	1/7/1994	16	31S	40W	SE/4	77	430
JOHN K. MILBURN, A SINGLE MAN	J. FRED HAMBRIGHT	1/7/1994	16	31S	40W	SE/4	77	442
LOUIS ARTHUR MILBURN, A SINGLE MAN	J. FRED HAMBRIGHT	1/7/1994	16	31S	40W	SE/4	77	454
KATHLEEN DORIS PRATT, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE PROPERTY	J. FRED HAMBRIGHT	1/7/1994	16	31S	40W	SE/4	79	239
GEORGE L. HAYWARD AND INEZ HAYWARD, HIS WIFE	JOE E. DENHAM	7/12/1943	20	31S	40W	SW/4	10	297
MOBIL OIL CORPORATION	AMOCO PRODUCTION COMPANY	5/30/1983	20	31S	40W	W/2 SW/4	34	359
MOBIL OIL CORPORATION	AMOCO PRODUCTION COMPANY	3/1/1983	20	31S	40W	E/2 SW/4	34	372
E.J. MOORE, A SINGLE MAN	JOE E. DENHAM	7/12/1943	21	31S	40W	NE/4	10	159
ROY G. SLINKER AND MABEL P. SLINKER, HIS WIFE	JOE E. DENHAM	7/19/1943	21	31S	40W	SW/4	10	299
OTIA CLINE, NEE HALL AND A.F. CLINE, HER HUSBAND	JOE E. DENHAM	3/28/1944	21	31S	40W	SE/4	11	320
HENRY WHITSON AND HESTER G. WHITSON, HIS WIFE	J.D. LONG	5/6/1944	21	31S	40W	NW/4	11	322
EDWARD O. PALMER AND KATIE P. PALMER, HIS WIFE	JOE E. DENHAM	7/13/1943	28	31S	40W	NE/4	10	157
HANNAH LIPPODIT AND WILLIAM LIPPODIT, HER HUSBAND	JOE E. DENHAM	7/21/1943	28	31S	40W	SE/4	10	605

Exhibit A-1 - "Leases"

Attached to and made a part of that certain Assignment of Oil and Gas Leases and Bill of Sale effective October 1, 2019 by and among Edison Operating Company, LLC, Granite Investments, LLC and Erie Partners I, LLC, collectively as Assignor, and Enterra Resources, LLC, as Assignee.

ALL LEASES IN MORTON COUNTY, KANSAS

LESSOR	LESSEE	LEASE DATE	SEC	TWN	RGE	DESC	BOOK	PAGE
C.D. LITTLEFIELD AND CLARA LITTLEFIELD, HIS WIFE	JOE E. DENHAM	8/5/1943	28	31S	40W	NW/4	11	13
OSCAR F. PERKINS and HELEN B. PERKINS, HIS WIFE	JOE E. DENHAM	7/6/1946	28	31S	40W	SW/4	13	33
TEXACO INC	PAN AMERICAN PETROLEUM CORPORATION	12/27/1961	28	31S	40W	NW/4	20	639
EULA A. STANDISH AND V.O. STANDISH, HER HUSBAND	JOE E. DENHAM	8/31/1944	24	31S	41W	E/2 SW/4	12	15
MATILDA C. DOLL	JOE E. DENHAM	8/8/1944	25	31S	41W	E/2 NW/4	12	6

End of Exhibit A-1 - "Leases"

Exhibit A-2 - "Wells"

Attached to and made a part of that certain Assignment of Oil and Gas Leases and Bill of Sale effective October 1, 2019 by and among Edison Operating Company, LLC, Granite Investments, LLC and Erie Partners I, LLC, collectively as Assignor, and Enterra Resources, LLC, as Assignee.

ALL WELLS IN MORTON COUNTY, KANSAS

API	Well Name	Sec	Twn	Rge
1512921367	EMBERTON 1-8	0008	031S	040W
1512921284	MILBURN 1C-16	0016	031S	040W
1512921277	WSMU 1-1 (MILBURN 1-16)	0016	031S	040W
1512921316	WSMU 1-2 (MILBURN 2-16)	0016	031S	040W
1512921351	WSMU 1-3 (MILBURN 3-16)	0016	031S	040W
1512921337	WSMU 2-1 (MILBURN 1-16)	0016	031S	040W
1512920655	HAYWARD 1-20	0020	031S	040W
1512920665	HAYWARD 2-20	0020	031S	040W
1512910131	SLINKER 1-21 (SLINKER GU B-1)	0021	031S	040W
1512921042	SLINKER 3-21	0021	031S	040W
1512921039	LIPPOLDT 1-28	0028	031S	040W
1512910127	PERKINS 1-28	0028	031S	040W
1512920808	BREEDING 1-24	0024	031S	041W
1512920785	JOHNS 1-25	0025	031S	041W
1512921629	JOHNS 2-25	0025	031S	041W

End of Exhibit A-2 - "Wells"

Exhibit A-3 - "Surface Contracts"

Attached to and made a part of that certain Assignment of Oil and Gas Leases and Bill of Sale effective October 1, 2019 by and among Edison Operating Company, LLC, Granite Investments, LLC and Erie Partners I, LLC, collectively as Assignor, and Enterra Resources, LLC, as Assignee.

ALL SURFACE CONTRACTS IN MORTON COUNTY, KANSAS

Lessor	Lessee	Recording Date	Section	Township	Range	Desc	Type	Book	Page
LOUIS A. MILBURN, A SINGLE MAN	HUGOTON ENERGY CORPORATION	7/24/1995	9	31S	40W	SW/4	ROW	84	251
ROBERT WILLIAMS AND BETTY WILLIAMS	HUGOTON ENERGY CORPORATION	7/24/1995	15	31S	40W	NW/4	ROW	84	253
BRUCE J PERRY AND MARY JANE PERRY, HW; MARCIA K HINSHAW	HUGOTON ENERGY CORPORATION	7/24/1995	15	31S	40W	NE/4	ROW	84	255
BRUCE J PERRY AND MARY JANE PERRY, HW; MARCIA K HINSHAW	HUGOTON EXPLORATION CORPORATION	6/27/1994	15	31S	40W	NE/4	ROW	112	185
EARLENE WILLIAMS	CHESAPEAKE OPERATING, INC.	2/23/2009	15	31S	40W	NE/4	SUA	156	98
JOHN K. MILBURN, SINGLE	HUGOTON ENERGY CORPORATION	7/24/1995	16	31S	40W	N/2	ROW	84	239
LOUIS A. MILBURN, A SINGLE MAN	HUGOTON ENERGY CORPORATION	7/24/1995	16	31S	40W	N/2	ROW	84	241
KATHLEEN D. PRATT AND A.V. PRATT, HER HUSBAND	HUGOTON ENERGY CORPORATION	7/24/1995	16	31S	40W	N/2	ROW	84	243
JOHN A. GOLDEN, A SINGLE MAN	HUGOTON ENERGY CORPORATION	7/24/1995	16	31S	40W	N/2	ROW	84	245
KENNETH J. GOLDEN, A SINGLE MAN	HUGOTON ENERGY CORPORATION	7/24/1995	16	31S	40W	N/2	ROW	84	247
PATRICIA ANN GOLDEN, A SINGLE WOMAN	HUGOTON ENERGY CORPORATION	7/24/1995	16	31S	40W	N/2	ROW	84	249
LOUIS A. MILBURN, A SINGLE MAN	HUGOTON ENERGY CORPORATION	11/6/2000	16	31S	40W	NE/4	ROW	112	190
JOHN K. MILBURN, SINGLE	HUGOTON ENERGY CORPORATION	11/6/2000	16	31S	40W	NE/4	ROW	112	193
JOHN A. GOLDEN EXECUTOR OR THE ESTATE OF VIRGINIA M. GOLDEN, DEC	HUGOTON ENERGY CORPORATION	11/6/2000	16	31S	40W	NE/4	ROW	112	196
KATHLEEN DORIS AND HUSBAND, ALFRED PRATT	HUGOTON ENERGY CORPORATION	12/1/1994	16	31S	40W	NE/4	ROW	112	199
PAUL L. HANKE AND ROXIE HANKE	CITIES SERVICE GAS COMPANY	8/20/1955	19	31S	40W	N/2	ROW	33	312
ESTELLE L. SMITH	PAN AMERICAN PETROLEUM CORP	11/10/1961	19	31S	40W	S/2	ROW	35	542
PAUL L. HANKE	PAN AMERICAN PETROLEUM CORP	10/20/1961	19	31S	40W	NW/4	ROW	35	543
CARD G. ELLIOTT, JR.	J.M. HUBER CORPORATION	6/24/1985	19	31S	40W	SE/4	ROW	54	339
JANE C. ELLIOTT	J.M. HUBER CORPORATION	1/28/1987	19	31S	40W	SE/4	ROW	56	134
JANE C. ELLIOTT	J.M. HUBER CORPORATION	1/18/1987	19	31S	40W	S/2	ROW	56	138
EUGENE SHORE	AMOCO PRODUCTION COMPANY	3/29/1991	21	31S	40W	SW/4	ROW	X.LLL	3
EDYTHE BREEDING	PRAIRIE STATE GAS COMPANY	6/4/1987	22	31S	40W	SE/4	ROW	56	289
J. FLOYD BREEDING AND SEVILLA BREEDING, HIS WIFE	CITIES SERVICE GAS COMPANY	7/14/1953	27	31S	40W	W/2	ROW	32	199
ZOEME DOTT MORRELL CHAFFIN, INDIVIDUALLY AND AS ATTORNEY IN FACT FOR GRANT ROSCOE MURRELL	PRAIRIE STATES GAS COMPANY								
EDYTHE BREEDING	PRAIRIE STATE GAS COMPANY	5/5/1987	27	31S	40W	SE/4	ROW	56	286
ZOEME CHAFFIN	HUGOTON ENERGY CORP	6/4/1987	27	31S	40W	NE/4	ROW	56	289
EDYTHE BREEDING, A/K/A EDITH BREEDING	HUGOTON ENERGY CORP	11/6/2000	27	31S	40W	S/2 S/2 SE/4	ROW	112	202
		11/6/2000	27	31S	40W	S/2 S/2 SW/4	ROW	112	205

Exhibit A-3 - "Surface Contracts"

Attached to and made a part of that certain Assignment of Oil and Gas Leases and Bill of Sale effective October 1, 2019 by and among Edison Operating Company, LLC, Granite Investments, LLC and Erie Partners I, LLC, collectively as Assignor, and Enterra Resources, LLC, as Assignee.

ALL SURFACE CONTRACTS IN MORTON COUNTY, KANSAS

Lessor	Lessee	Recording Date	Section	Township	Range	Desc	Type	Book	Page
HANNAH LIPPOLDT, A WIDOW	CITIES SERVICE GAS COMPANY	7/16/1953	28	31S	40W	SE/4	ROW	32	182
HELEN PERKINS, A WIDOW AND E.C. DEAN AND VIOLET DEAN, HIS WIFE	CITIES SERVICE GAS COMPANY	7/28/1953	28	31S	40W	SW/4	ROW	32	201
E.C. DEAN, AN INDIVIDUAL, AND VIOLET DEAN, HIS WIFE	PAN AMERICAN PETROLEUM CORP	11/16/1961	28	31S	40W	SW/4	ROW	35	548
ROY LIPPOLDT AND VIVIAN LIPPOLDT, HUSBAND AND WIFE; ROBERT LIPPOLDT AND HELEN LIPPOLDT, HUSBAND AND WIFE; NELLIE LIPPOLDT, A SINGLE PERSON; ELSIE ARENSMAN, A WIDOW; MATILDA LIPPOLDT KNEISLEY, A WIDOW; HOWARD RAPP AND VIRGINIA RAPP, HUSBAND AND WIFE; PAUL LIPPOLDT, A SINGLE PERSON	CITIES SERVICE GAS COMPANY								
J. FLOYD BREEDING AND SEVILLA BREEDING, HIS WIFE	CITIES SERVICE GAS COMPANY	12/6/1979	28	31S	40W	SE/4 SE/4	ROW	50	103
THOMAS S. MILLER AND ELIZABETH L. MILLER, WIFE	CITIES SERVICE GAS COMPANY	7/14/1953	29	31S	40W	SW/4	ROW	32	199
ARTHUR E. SHARP, AN INDIVIDUAL	PAN AMERICAN PETROLEUM CORPORATION	8/6/1953	29	31S	40W	SE/4	ROW	32	247
ESTELLE L. SMITH	PAN AMERICAN PETROLEUM CORP	12/8/1961	29	31S	40W	SE/4	ROW	35	566
JANE C. ELLIOTT	J.M. HUBER CORPORATION	11/10/1961	30	31S	40W	NE/4	ROW	35	542
JOLLEN FROMM, A/K/A ALICE JOLEEN COWAN FROMM	PRAIRIE STATES GAS COMPANY	1/28/1987	30	31S	40W	N/2	ROW	56	134
JANICE COOKE AND WILLIAM P. COOKE	PRAIRIE STATES GAS COMPANY	6/4/1987	34	31S	40W	NE/4	ROW	56	292
		5/6/1987	34	31S	40W	NE/4	ROW	56	298

End of Exhibit A-3 - Surface Contracts