

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1

March 2010

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 1 **
- ☐ 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: GOVE NORTHEAST**** Side Two Must Be Completed.**Effective Date of Transfer: 3-1-2011KS Dept of Revenue Lease No.: 135187 ✓Lease Name: JAMES P. LOSEY TRUSTE2 - SW - SE - NW Sec. 24 Twp. 13S R. 30 ☐ E ☒ WLegal Description of Lease: NW/4 SEC. 24-T13S-R30WCounty: GOVEProduction 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 SectionType of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover OR ☐ DrillingPast Operator's License No. SEE LEASE AGREEMENT

Past Operator's Name & Address: _____

Title: _____

Contact Person: RECEIVED

KANSAS CORPORATION COMMISSION

Phone: _____

Date: SEP 06 2013Signature: CONSERVATION DIVISION
WICHITA, KSNew Operator's License No. 34506 ✓New Operator's Name & Address: EMPIRE ENERGY E&P, LLC345 N RIVERVIEW ST. WICHITA, KS 67203Title: VP-MIDCONContact Person: ROB KRAMERPhone: 316-313-4695Oil / Gas Purchaser: CORFEYVILLE RESOURCES CVRDate: 8/30/13Signature: Rob Kramer

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 9/12/13 PRODUCTION 9.13.13 UIC 9-13-13
Mail to: Past Operator _____ New Operator _____ District _____

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

* Lease Name: JAMES P. LOSEY TRUST

* Location: NW/4 SEC. 24-T13S-R30W

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.

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 # 34506
Name: EMPIRE ENERGY E&P, LLC
Address 1: 345 N RIVERVIEW ST. SUITE 540
Address 2: _____
City: WICHITA State: KS Zip: 67203 + _____
Contact Person: ROB KRAMER
Phone: (316) 313-4395 Fax: (_____) _____
Email Address: rkramer@empireenergyusa.com

Well Location:
E2 SW SE NW Sec. 24 Twp. 13 S. R. 30 ☐ East ☐ West
County: GOVE
Lease Name: JAMES P LOSEY TRUST Well #: 3

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

Surface Owner Information:

Name: Robert Losey and Jeanita Losey
Address 1: PO BOX 22
Address 2: _____
City: GRINNELL State: KS Zip: 67665 + _____

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 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: 8/30/13 Signature of Operator or Agent: Rob Kramer Title: VP Mid-Con.

RECEIVED
KANSAS CORPORATION COMMISSION

SEP 06 2013

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

CONSERVATION DIVISION
WICHITA, KS



STATE OF KANSAS, GOVE COUNTY SS
REGISTER OF DEEDS
Book: 184 Page: 862-671

Receipt #: 17038
Pages Recorded: 10

Recording Fee: \$44.00
City of Topeka

Date Recorded: 4/8/2013 9:13:41 AM

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment"), effective as of 7:00 a.m. on October 1, 2010 (the "Effective Time"), is made by Amadeus Petroleum Inc., a Texas corporation ("API"), T-N-T Engineering, Inc. a/k/a TNT Engineering, Inc., Inc., a Texas corporation ("TNT"), (API and TNT are collectively referred to as "Assignor"), with an address of 9250 East Costilla Avenue, Englewood, Colorado 80112, to Empire Energy E&P, LLC, a Pennsylvania limited liability company ("Assignee"), with an address of 380 Southpointe Blvd., Suite 130, Canonsburg, Pennsylvania 15317.

ARTICLE I GRANTING AND HABENDUM

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, transfer, convey, set over, assign and deliver unto Assignee, its successors and assigns, effective for all purposes as of the Effective Time and subject to the matters set forth herein, the Assets. The term "Assets" shall mean all of Assignor's right, title and interest in and to the following:

- a) the leasehold estates in and to the oil, gas and mineral leases described or referred to in Exhibit A to this Assignment (collectively, the "Leases") and any overriding royalty interests in and to the lands covered by the Leases, assignments and other documents of title described or referred to in Exhibit A to this Assignment, all as more specifically described in Exhibit A to this Assignment (collective, the "Subject Interests," or singularly, a "Subject Interest");
- b) all rights incident to the Subject Interests, including (i) all rights, if any, with respect to the use and occupation of the surface of and the subsurface depths under the Subject Interests; (ii) all rights with respect to any pooled, communitized or unitized acreage by virtue of any Subject Interest being a part thereof, including all Hydrocarbons produced after the Effective time attributable to the Subject Interest or any such pool or unit allocated to any such Subject Interest;
- c) to the extent assignable or transferable, all easements, rights-of-way, surface leases, servitudes, permits, licenses, franchises and other estates or similar rights and privileges directly related to or used solely in connection with the Subject Interests (collectively, the "Easements"), including the Easements described in Exhibit A to this Assignment;

- d) to the extent assignable or transferable, all Personal Property, equipment, fixtures, inventory and improvements located on or used in connection with the Subject Interests and the Easements or with the production, treatment, sale or disposal of oil, gas or other hydrocarbons (collectively, "Hydrocarbons"), by products or waste produced from the Subject Interests or attributable to the Subject Interests, including all wells located on the lands covered by the Subject Interests or on lands with which the Subject Interests may have been pooled, communitized or unitized (whether producing, shut in or abandoned, and whether for production, injection or disposal), including the wells described in Exhibit B to this Assignment, wellhead equipment, pumps, pumping units, flowlines, gathering systems, piping, tanks, buildings, treatment facilities, injection facilities, disposal facilities, compression facilities and other materials, supplies, equipment, facilities and machinery (collectively, "Personal Property");
- e) to the extent assignable or transferable, all contracts, agreements and other arrangements that directly relate to the Subject Interests, the Leases or the Easements, including production sales contracts, farmout agreements, operating agreements, service agreements and similar arrangements (collectively, the "Contracts");
- f) to the extent assignable or transferable, all books, records, files, muniments of title, reports and similar documents and materials, including lease records, well records, and division order records, well files, title records (including abstracts of title, title opinions and memoranda, and title curative documents related to the Assets), contracts and contract files, and correspondence that relate to the Subject Interests in the possession of, and maintained by, Assignor (collectively, the "Records"); and
- g) all geological and geophysical data relating to the Subject Interests, other than such data that is interpretive in nature or which cannot be transferred without the consent of or the payment to any Third Party. For purposes of this Assignment, the term "Third Party" means any person, other than Assignor or Assignee and their respective Affiliates and includes, but is not limited to, working interest owners, royalty owners, lease operators, landowners, service contractors and governmental agencies.

Notwithstanding the foregoing, Assignor and Assignee intend and agree that the Assets shall not include, and there is excepted, reserved and excluded from this Assignment, the following assets, rights and properties (collectively, the "Excluded Assets"): (i) all cash, cash equivalents and all credits and refunds and all accounts, instruments and general intangibles (as such terms are defined in the Texas Uniform Commercial Code) attributable to the Assets with respect to any period of time prior to the Effective Time; (ii) all claims of Assignor for refunds of or loss carry forwards with respect to (A) ad valorem, severance, production or any other taxes attributable to any period prior to the Effective Time, (B) income, franchise or similar taxes or (C) any taxes attributable to the other Excluded Assets, and such other refunds, and rights thereto, for amounts paid in connection with the Assets and attributable to any period prior to the Effective Time, including refunds of amounts paid under any gas gathering or transportation agreement; (iii) all proceeds, income or revenues (and any security or other deposits made) attributable to (A) the Assets for any period prior to the Effective Time or (B) any other Excluded Assets; (iv) all of Assignor's proprietary computer software, technology, patents, trade secrets, copyrights, names, trademarks, marks, logs and other intellectual property; (v) all of Assignor's rights and interests in

geological and geophysical data that is interpretive in nature or which cannot be transferred without the consent of or payment of any Third Party; (vi) all documents and instruments of Assignor that may be protected by any legal privilege, including attorney-client communications and attorney work product; (vii) data and other information that cannot be disclosed or assigned to Assignee as a result of confidentiality or similar arrangements under agreements with Third Parties; (viii) all audit or other rights arising under any of the Contracts or otherwise with respect to any period prior to the Effective Time or any time with respect to the other Excluded Assets; (ix) all corporate, limited liability company, partnership and income tax records of Assignor; (x) all claims and causes of action against Assignor (A) arising from acts, omissions or events, or damage to or destruction of property, occurring prior to the Effective Time, (B) 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 (C) with respect to any of the other Excluded Assets; (xi) subject to Section 13.05(c) of the Purchase Agreement, all rights and interests of Assignor (A) under any policy or agreement of insurance or indemnity, (B) under any bond or (C) 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 the Effective Time, (xii) all Hydrocarbons produced from or 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; (xiii) 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; (xiv) all vehicles (other than the 2008 Chevrolet Silverado, VIN 1GCEK19J48Z80739 which is being conveyed to Assignee), personal computers and associated peripherals and all radio, telephone and other communication equipment; and (xv) those items listed or described on Exhibit C to this Assignment. Assignor and Assignee intend and agree that any asset, right or claim of Seller that is not included within the definition of "Assets" shall be deemed an Excluded Asset.

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, subject to the matters set forth herein.

ARTICLE II DISCLAIMERS

Section 2.01 Disclaimers. ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR 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, DECLINE RATES, GAS BALANCING INFORMATION OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ASSETS; (b) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR; AND (c) THE ENVIRONMENTAL CONDITION OF THE ASSETS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ASSIGNMENT, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES, AS TO PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES 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 RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF

THE PURCHASE PRICE; (v) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN; (vi) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW AND (vii) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR PROTECTION OF THE ENVIRONMENT OR HEALTH, IT BEING THE EXPRESS INTENTION OF ASSIGNEE AND ASSIGNOR THAT THE PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES INCLUDED IN THE ASSETS SHALL BE CONVEYED TO ASSIGNEE, AND ASSIGNEE SHALL ACCEPT SAME, AS IS, WHERE IS, WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR, AND ASSIGNEE REPRESENTS TO ASSIGNOR THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS WITH RESPECT TO SUCH PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

ARTICLE III MISCELLANEOUS

Section 3.01 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. Assignor 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.

Section 3.02 No Third Party Beneficiaries. Other than as set forth in Section 3.03, nothing in this Assignment shall provide any benefit to any Third Party or entitle any Third Party 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.

Section 3.03 Assignment. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 3.04 Governing Law. This Assignment and the legal relations between the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

Section 3.05 Counterpart Execution. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each party hereto 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.

Section 3.06 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 that describes Assets located in that county. In addition to filing this Assignment, 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.

Section 3.07 Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Purchase and Sale Agreement, dated December 23, 2010, among Assignee, API and TNT (the "Purchase Agreement"). In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, Assignor and Assignee intend and agree that the terms of the Purchase Agreement shall control and prevail.

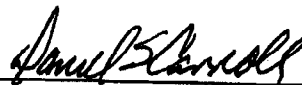
Section 3.08 Defined Terms. Terms not otherwise defined in this Assignment are used as defined in the Purchase Agreement

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

ASSIGNOR:

AMADEUS PETROLEUM, INC.

By: 

T-N-T ENGINEERING, INC.

By: 

ASSIGNEE:

EMPIRE ENERGY E&P, LLC

By: 
Allen C. Boyer, Senior Vice President and
Chief Operating Officer

After recording, return to:
Empire Energy E&P, LLC
1900 North Amidon Ave.
Suite 210, Twin Lakes Office Park
Wichita, Kansas 67203

STATE OF COLORADO

COUNTY OF ARAPAHOE

This instrument was acknowledged before me on FEBRUARY 14, 2013
by DAN CARROLL Vice President of Amadeus Petroleum Inc., a Texas
corporation, on behalf of said corporation.

Charlene L. Corey
Notary Public

Seal:

CHARLENE L. COREY
Notary Public
State of Colorado

My Commission Expires Oct 6, 2016

STATE OF COLORADO

COUNTY OF ARAPAHOE

This instrument was acknowledged before me on FEBRUARY 14, 2013 by
DAN CARROLL Vice President of T-N-T Engineering, Inc., a Texas
corporation, on behalf of said corporation.

Charlene L. Corey
Notary Public

Seal:

CHARLENE L. COREY
Notary Public
State of Colorado

My Commission Expires Oct 6, 2016

STATE OF KANSAS

COUNTY OF SEDGWICK

This instrument was acknowledged before me on FEBRUARY 19TH, 2013 by Allen C.
Boyer, Senior Vice President and Chief Operating Officer of Empire Energy E&P, LLC, a Pennsylvania
limited liability company, on behalf of said limited liability company.

Shawn P. Streker
Notary Public

Seal:

SHAWN P. STREKER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 2/17/2014

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Page #: 668

EXHIBIT A

GOVE COUNTY, KANSAS

James P. Losey Trust

**Lessor: James P. Losey and Thelma L. Losey as Trustee of the James P. Losey Trust,
Dated October 12, 1999 and the successor Trustees**

Lessee: T N T Engineering, Inc.

Dated: April 3rd, 2006

Recorded: Book 152, Page 301

Description: SW/4 of Section 24, Township 13 South, Range 30 West, Gove County, Kansas

**Lessor: James P. Losey and Thelma L. Losey as trustee of the James P. Losey Trust, dated October 12,
1999 and the successor trustees**

Lessee: T N T Engineering, Inc.

Dated: April 3rd, 2006

Recorded: Book 152, Page 299

Description: NW/4 of Section 24, Township 13 South, Range 30 West, Gove County, Kansas

EXHIBIT B

Well Name	Location
James P. Losey Trust #1	SE/4 SW/4 Section 24, Township 13 South, Range 30 West, Gove County, Kansas
James P. Losey Trust #2	SW/4 SW/4 Section 24, Township 13 South, Range 30 West, Gove County, Kansas
James P. Losey Trust #3	SE/4 NW/4 Section 24, Township 13 South, Range 30 West, Gove County, Kansas
James P. Losey Trust #4 Salt Water Disposal Well	NE/4 SW/4 Section 24, Township 13 South, Range 30 West, Gove County, Kansas
Losey Trust #5	SW/4 SW/4 Section 24, Township 13 South, Range 30 West, Gove County, Kansas

EXHIBIT C

None.

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