

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLORADO**

IN RE:)	Case No. 16-20212 EEB
)	Chapter 11
BAKKEN INCOME FUND LLC, EIN: 45-2586259)	
)	
Debtor.)	

MOTION FOR ORDER (I) AUTHORIZING AND APPROVING PURCHASE AND SALE AGREEMENT; (II) THE SALE OF ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS; (III) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND LEASES; AND (IV) GRANTING RELATED RELIEF

Debtor Bakken Income Fund LLC (the “Debtor”), pursuant to 11 U.S.C. § 105, 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006, 9006, and 9014 respectfully moves this Court for entry of an order: (A) Authorizing and Approving (I) the Purchase and Sale Agreement,; (II) the Sale of Assets Free and Clear of Liens, Claims, Encumbrances, and Interests; (III) the Assumption and Assignment of Certain Executory Contracts and Leases; and (B) Granting Related Relief, including lifting the 14-day stay of the order provided by Rule 6004(h), authorizing the disbursement of sale proceeds to BOKF, dba Bank of Oklahoma, NA (the “BOK”), and finding that the Buyer (as defined below) is a good-faith purchaser protected by Section 363(m) of the Bankruptcy Code (the “Sale Motion”). As grounds for the relief sought herein, the Debtor states as follows:

Summary of Relief Requested

1. The Debtor seeks entry of an order authorizing the sale (the “Sale”) of substantially all of its assets to Zavanna, LLC (“Zavanna” or the “Buyer”) under the terms of a Purchase and Sale Agreement (“PSA”) substantially in the form of the PSA attached as **Exhibit 1** hereto. The proposed purchase price for the assets is \$2,050,000 (the “Purchase Price”), which

Purchase Price is subject to certain adjustments as provided in the PSA. All proceeds of the proposed sale are designated to be paid to the Debtor's primary secured lender, which asserts a lien on the assets to be sold, and a claim in this case in excess of the Purchase Price. BOK has agreed to accept the Purchase Price in full and complete satisfaction of its liens and claims in the case. The assets that are the subject of the sale have been extensively marketed over the course of the case, and no other buyers have emerged. The agreement with BOK for the acceptance of a discounted payoff is of benefit to the estate as there is likely to be cash remaining to satisfy additional claims.

2. The Debtor believes that, given the nature of the industry in which it operates, and given the status of current operations, it is imperative to seek a sale of substantially all of its assets. The failure to consummate a sale is likely to lead to increased administrative and operational expenses and little likelihood that a plan acceptable to BOK can be confirmed. The discounted payoff at the center of the proposed sale is the result of lengthy negotiations between the parties.

3. Additionally, in connection with the proposed sale the Debtor also seeks this Court's approval of the form and manner of notices to be provided to counterparties to potentially assumed and assigned executory contracts or unexpired leases, which shall include the amounts that the Debtor believes are necessary to cure any defaults thereunder. The proposed form of notice to counterparties to executory contracts and unexpired leases is attached hereto as **Exhibit 2**.

Background

4. The Debtor commenced this case by filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") on October 17, 2016 (the "Petition Date").

5. The Debtor continues to manage and operate its businesses as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. As of the date hereof, no trustee or examiner has been requested in these chapter 11 cases, and no committee of unsecured creditors has been appointed.

6. This Court has jurisdiction over this Sale Motion pursuant to 28 U.S.C. §§ 157(b)(2) and 28 U.S.C. § 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N), and (O).

7. The Debtor is an oil and gas investment fund, and although separately constituted, is part of a family of funds in the same regulated industry. The Debtor's revenues are generated from payments received from the operation of oil and gas wells in which the Debtor holds an interest and payable under the terms of various Joint Operating Agreements ("JOA") or North Dakota Industrial Commission pooling orders ("Pooling Orders"). Generally, all revenue received under the terms of these agreements constitute cash collateral against which BOK asserts a lien.

8. Beginning in 2014, supply-side economics and pricing disruptions in the energy sector began to impact negatively the value of the Debtor's property interests, and the revenues received under the JOAs and Pooling Orders. As a result, the Debtor was compelled to enter into workout discussions with BOK, ultimately culminating in a forbearance arrangement. An ongoing dispute with Zavanna over setoff and recoupment rights for wells and related properties operated by Zavanna further complicated the Debtor's cashflow situation. Subsequently, BOK terminated the forbearance arrangement, and informed the Debtor that it would seek appointment of a receiver. The Debtor then sought relief under chapter 11.

9. During the pendency of the case, the Debtor and Zavanna were able to compromise and settle their ongoing dispute under the terms of an agreement approved by the Court. Following the compromise with Zavanna, the Debtor determined it would be in the best interests of the estate, including BOK, to seek the sale of substantially all of its assets. The Debtor believed that stabilizing market conditions supported such an exit strategy and hoped that a formal sales process would yield a value in excess of the BOK claim. Accordingly, the Debtor engaged TenOaks Energy Advisors (“TenOaks”) as a sales agent in the summer of 2017.

10. TenOaks undertook a robust and extensive marketing process of the Debtor's assets. The process resulted in 25 separate parties executing confidentiality agreements in order to review information related to the Debtor's assets and operations. Ultimately, these efforts resulted in non-binding expressions of interest that were above market indications of value. Unfortunately, none of these potential buyers decided to move past the post due-diligence stage and to the negotiation of a binding asset purchase agreement.

11. Ultimately, Zavanna emerged as a potential buyer, albeit at a price below the BOK indebtedness. Particularly as to certain wells it operates, Zavanna is familiar with the Debtor's business, its assets, and its operational structure by virtue of its position as a secured creditor, and as a result of its pre-petition relationship with the Debtor. The PSA includes a number of wells and related assets operated by parties other than Zavanna. Fortunately, the Debtor was able to negotiate a discounted payoff with BOK, whereby BOK has agreed to accept the Purchase Price in full satisfaction of its claims in the case.¹

¹ The Bank has agreed to accept \$2.05 million in full satisfaction of its claim. Zavanna has offered to pay \$2.05 million for the Assets with an effective date of November 1, 2017, and certain price adjustments. Therefore, the Purchase Price (including adjustments) may not be \$2.05 million. Zavanna and the Debtor will not be obligated to close if the Purchase Price (with adjustments) is not acceptable to BOK.

12. The Debtor believes that Zavanna is capable of completing the purchase and closing the transaction by May 31, 2018. It is the Debtor's intention that the full Purchase Price be paid to BOK in full and complete satisfaction of its claim in the case. BOK will release its liens against the Debtor's assets at closing.

13. Zavanna is not purchasing cash and certain other assets that were transferred to the Debtor post-petition by a related entity (the "Colorado Assets"). The Colorado Assets are not subject to the BOK's security interest and the proceeds from the subsequent sale of the Colorado Assets, together with the Debtor's cash, will be available to pay creditors.

General Terms of the Purchase and Sale Agreement

14. By this Sale Motion, the Debtor seeks to sell the Assets² to Zavanna. The Assets are more fully described in Section 1.2 of the PSA, and include substantially all of the Debtor's assets located in North Dakota including Debtor's interests in all Lands, Leases, Wells, working and mineral interests, rights, overriding royalties and royalties, as well as Hydrocarbons in, arising from, or under the Properties and Equipment related to the Properties, as well as all permits, licenses, related contracts, Records, maps, files, data covering any of portion of the Properties, and rights claims and causes of action relating to any Assumed Liabilities. The PSA has not yet been executed. For the avoidance of doubt, Zavanna is not bound unless and until an agreement satisfactory to it in its sole discretion is executed by Zavanna and approved by the Court.

15. Upon the closing of the Sale of the Assets, the Debtor will have sold substantially all of its tangible assets (except cash), thereby significantly reducing the costs of administering the remaining estate.

² Capitalized terms not defined in this Motion shall have the meaning ascribed to them in the PSA.

16. As set forth above, the Debtor and Zavanna intend to execute a PSA substantially in the form of the PSA attached as **Exhibit 1** to this Sale Motion. Zavanna proposes to purchase the Assets pursuant to the following terms and conditions, which are briefly described below but are more fully provided for in the PSA:³

- a. The Purchase Price for the Assets will be in the amount of \$2,050,000, subject to adjustments described in Section 2.3 of the PSA *plus* the Cure Amount, *plus* the assumption of certain liabilities of the Debtor; and
- b. The Sale will be free and clear of any and all liens, claims, interests, Encumbrances and Liabilities pursuant to 11 U.S.C. §363(f).

17. The Debtor will retain all cash in excess of the Purchase Price. The Debtor's cash is not part of the assets being acquired by Zavanna. Zavanna also is not purchasing the Excluded Assets as defined in the PSA.

Assumption and Assignment of Executory Contracts and Unexpired Leases

18. To facilitate and effect the sale of assets, Zavanna may request that the Debtor assume and assign certain executory contracts and unexpired leases (singularly, a "Purchased Contract" and, collectively, the "Purchased Contracts").

19. The Debtor shall cause notice(s) to be provided to all counterparties to executory contracts and unexpired leases informing them their respective Contract may be assumed and assigned (singularly, an "Assumed Contract" and, collectively, the "Assumed Contracts"), substantially in the form attached hereto as **Exhibit 2** (the "Assumption Notice"). The Assumption Notice shall also provide the counterparties to the possible Assumed Contracts notice of the amount that the Debtor believes must be cured upon the assumption and/or assignment as required by section 365 of the Bankruptcy Code (the "Cure Amount").

³ The Motion provides only a summary of the terms of the PSA. The PSA should be reviewed in its entirety. To the extent of any inconsistency between the PSA as described in the Motion and the terms contained in the PSA, the PSA shall control.

20. Except as may otherwise be agreed to by the parties to a Purchased Contract (with the consent of the Zavanna), at or prior to the Closing Date, Zavanna shall pay all Cure Amounts. In the event of a dispute regarding the Cure Amount, any payments required, following entry of a final order by this Bankruptcy Court resolving such dispute, shall be made as soon as practicable thereafter.

21. Objections, if any, to the proposed assumption and assignment of the Assumed Contracts, including, but not limited to, objections relating to the Cure Amount and/or adequate assurances of future performance, must (a) be in writing; (b) state with specificity the nature of such objection and the alleged Cure Amount (with appropriate documentation in support thereof); (c) comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules of this Court; and (d) be filed with the Court on or before the objection deadline.

22. Any party to an Assumed Contract failing to timely file an objection to the Cure Amounts as set forth in the Cure Notice, or to the proposed assumption and assignment of the Assumed Contracts, shall be forever barred from objecting to the assumption and assignment of the Assumed Contract or the Cure Amounts and from asserting any additional cure or other amounts against the Debtor, its estate, or Zavanna with respect to such party's Assumed Contract and will be deemed to consent to the sale and the proposed assumption and assignment of its Purchased Contract.

23. At any time prior to Closing, Zavanna has the right to change the designation of any Assumed Contract to an Excluded Contract.

24. The disclosures required by L.B.R. 6004-1 are as follows:

- a. the legal description of the property to be sold as included in Exhibits A, B-1 and B-2 of the PSA;
- b. as described above, TenOaks marketed the Debtor's assets and no auction is contemplated;

- c. Section 13.1 of the PSA provides that the Closing will be held on or before May 31, 2018, which date may be extended by mutual agreement of the Debtor and Zavanna;
- d. Section 6.1 of the PSA provides that the Debtor must file amended schedules no later than April 12, 2018;
- e. the PSA does not require Zavanna to pay a deposit;
- f. the closing obligations contained in Section 13.3 of the PSA require (i) the Debtor to deliver to Buyer original, executed releases for each of the Mortgages in recordable form executed by BOK and (ii) the Debtor to pay the Closing Amount (as defined in Section 2.3(b) of the PSA) by wire transfer in immediately available funds to BOK;
- g. pursuant to Section 9.1(c) of the PSA, the Debtor will have access to its records to the extent necessary to administer the Bankruptcy Case;
- h. the Sale Order includes findings limiting any successor liability, as required by the definition of Sale Order in the PSA;
- i. the Sale Motion seeks a waiver of the fourteen-day (14) stay imposed by Fed. R. Bank. P. 6004(b).

Basis for Relief

A. The Sale is a Proper Exercise of the Debtor's Business Judgment and will Maximize the Value of the Assets for the Benefit of the Debtor's Estate and Creditors.

27. Entry of the Sale Order approving the final sale of the Assets at the conclusion of the sale hearing is authorized and appropriate under the Bankruptcy Code. Section 363(b) of the Bankruptcy Code provides that "the trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." Section 1107(a) of the Bankruptcy Code grants a debtor-in-possession the powers of a trustee in respect to various matters including sales under section 363(b) of the Bankruptcy Code.

28. Although section 363 of the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale or lease of property of the estate, courts have found that a debtor's sale or use of assets outside the ordinary course of

business should be approved if the debtor can demonstrate a sound business justification for the proposed transaction. *See, e.g., In re Castre, Inc.*, 312 B.R. 426, 428 (Bankr. D. Colo. 2004); *In re Psychrometric Sys.*, 367 B.R. 670, 674 (Bankr. D. Colo. 2007); *In re Eagle Picher Holdings, Inc.*, 2005 WL 4030132 (Bankr. S.D. Ohio 2005); *In re Martin*, 91 F.3d 389, 395 (3rd Cir. 1996); *In re Abbotts Dairies of Penn., Inc.*, 788 F.2d 143 (3rd Cir. 1986); *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2nd Cir. 1983).

29. In particular, a sale outside of the ordinary course of business should be approved if (i) a sound business reason exists to sell the property; (ii) adequate and reasonable notice of the terms has been given to parties in interest; (iii) the proposed sale price is fair and reasonable; and (iv) the buyer has acted in good faith. *In re Buerge*, 2014 WL 1309694, at *9 (10th Cir. B.A.P. Apr. 2, 2014); *see also In re Colo. Sun Oil Processing LLC*, No. 10-24424-SBB, 2011 WL 3585565, *8 (Bankr. D. Colo. Aug. 12, 2011).

30. Once the Debtor articulates a valid business justification, “[t]he business judgment rule ‘is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.’” *In re S.N.A. Nut Co.*, 186 B.R. 98 (Bankr. N.D. Ill. 1995); *see also In re Integrated Res., Inc.*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992); *In re Johns-Manville Corp.*, 60 B.R. 612, 615-16 (Bankr. S.D.N.Y. 1986) (“a presumption of reasonableness attaches to a debtor's management decisions”).

31. In light of circumstances that precipitated the commencement of these chapter 11 proceedings, the Debtor, in its business judgment, believes that a prompt sale of the Assets, pursuant to section 363(b) of the Bankruptcy Code, will maximize the value of the Assets for the

benefit of the Debtor's creditors and bankruptcy estate. Several sound business reasons support the Debtor's position.

32. Based on the results of their analysis of the Debtor's ongoing and future business prospects, the Debtor's management and team of financial advisors have concluded that a sale may be the best method to maximize recoveries and ensure that the value of the Debtor's assets is maintained for the benefit of creditors and their estate. Maximization of asset value is a sound business purpose, warranting authorization of the sale.

33. The Debtor believes that the proposed sale is commercially reasonable and is in the best interest of the Debtor, its estate and creditors and will maximize the value obtained from the sale of the Assets.

34. In addition, all creditors and parties-in-interest will receive adequate notice of the sale hearing as set forth herein. Such notice is reasonably calculated to provide timely and adequate notice to the Debtor's major creditor constituencies, those parties most interested in this chapter 11 case and others whose interests are potentially implicated by a proposed sale. Accordingly, consummating the sale as soon as possible is in the best interests of the Debtor's and their creditors.

35. Finally, the timing of the sale is critical. The Debtor has insufficient cash flow to continue operations on a long-term basis. Without funding to continue operations, the only alternative to a going concern sale is to liquidate the Debtor's assets. The Debtor believes that the proposed Sale will provide a greater return to the Debtor's estate and its creditors than the liquidation of the Debtor's assets. For each of the foregoing reasons, the Debtor, in its business judgment, believes that a prompt sale of the Assets, pursuant to section 363(b) of the Bankruptcy Code, is in the best interest of the Debtor, its estate, creditors and other parties in interest.

B. This Court Should Approve the Sale Free and Clear of all Liens, Claims, and Encumbrances Pursuant to Section 363(f) of the Bankruptcy Code.

36. The Debtor also requests that the Sale Order provide that the sale of the Assets is free and clear of any interest held by any third party in any of the assets to be sold. Specifically, it is contemplated that upon the closing, the Buyer will take title to and possession of the Assets, free and clear of all liens, claims, interests and encumbrances, except as otherwise provided in the PSA.

37. Section 363(f) of the Bankruptcy Code authorizes the sale of property under section 363(b) of the Bankruptcy Code to be free and clear of interests in such property held by an entity if:

- a. Applicable non-bankruptcy law permits a sale of such property free and clear of such interests;
- b. Such entity consents;
- c. Such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- d. Such interest is in bona fide dispute; or
- e. Such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11. U.S.C. § 363(f).

38. BOK asserts a first-priority lien upon substantially all of the Debtor's assets not otherwise subject to a validly perfected unavoidable lien of a third party. These liens will attach to the sales proceeds with the same validity and priority as exist under state law pursuant to section 363(e) of the Bankruptcy Code.

39. The sale of the Assets will satisfy section 363(f) of the Bankruptcy Code because any entities holding liens, claims, interests or encumbrances against the Assets will have received notice of the sale. All parties in interest will be given sufficient opportunity to object to

the relief requested herein and any such entity that does not object to the sale of the Assets should be deemed to have consented. See *Futuresource LLC v. Reuters Ltd.*, 312 F.3d 281, 285-86 (7th Cir. 2002) (“It is true that the Bankruptcy Code limits the conditions under which an interest can be extinguished by a bankruptcy sale, but one of those conditions is the consent of the interest holder, and lack of objection (provided of course there is notice) counts as consent. It could not be otherwise; transaction costs would be prohibitive if everyone who might have an interest in the bankrupt’s assets had to execute a formal consent before they could be sold.”) (internal citations omitted); *Hargrave v. Township of Pemberton (In re Tabone, Inc.)*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (failure to object to sale free and clear of liens, claims and encumbrances satisfies section 363(f)(2)); *Citicorp Homeowners Serv., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988) (same); see also *In re Enron Corp.*, 2003 WL 21755006, at *2 (Bankr. S.D.N.Y. 2003) (order deeming all parties who did not object to proposed sale to have consented under section 363(f)(2)). As such, the Sale of the Assets may be free and clear of all liens, claims, interests and encumbrances except any liabilities expressly assumed by the Buyer, thus satisfying section 363(f)(2) of the Bankruptcy Code.

40. Moreover, a sale of the Assets free and clear may proceed pursuant to section 363(f) of the Bankruptcy Code because creditors with an interest in the sale assets can be compelled to accept money satisfaction of their claims pursuant to section 363(f)(5) of the Bankruptcy Code. See *Scherer v. Fed. Nat’l Mortgage Assoc. (In re Terrace Chalet Apartments, Ltd.)*, 159 B.R. 821, 829 (N.D. Ill. 1993) (holding that pursuant to section 363(f)(5) of the Bankruptcy Code courts may authorize sales free and clear of a secured creditor’s lien if such creditor’s interest could be crammed down pursuant to section 1129(b)(2) of the Bankruptcy

Code); *In re Healthco Int'l, Inc.*, 174 B.R. 174, 176 (Bankr. D. Mass. 1994) (same). Therefore, this Court may authorize the sale pursuant to section 363(f)(5) of the Bankruptcy Code.

41. The Debtor also believes that other provisions of section 363(f) of the Bankruptcy Code may be applicable to and would permit the sale of the Assets. Thus, the sale of the Assets is appropriately free and clear of all liens, claims, interests or encumbrances pursuant to section 363(f) of the Bankruptcy Code.

C. Buyer Is Entitled to the Protections of 363(m) of the Bankruptcy Code.

42. The Debtor seeks the protections afforded under section 363(m) of the Bankruptcy Code, which provide, in pertinent part:

(m) The reversal or modification on appeal of an authorization under section (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. 363(m).

43. In assessing the good faith of a purchaser, courts have considered factors such as (i) whether the sale was negotiated at arm's length; (ii) whether any officer or director of the debtor holds any interest in or is otherwise related to the potential purchaser; and (iii) whether fraud or collusion exists among the prospective purchaser, any other bidders or the trustee. *In re Buerge*, 2014 WL 1309694, at *13. Additionally, the United States Court of Appeals for the Tenth Circuit has defined a good faith purchaser as one who buys (i) "in good faith," i.e., through a sale that does not involve "fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders," and (ii) for "value," i.e., by paying "at least 75% of the appraised value of the assets." *In re Bel Air Associates, Ltd.*, 706 F.3d 301, 305 & nn. 11-12 (10th Cir. 1983).

44. The Debtor submits that the sale of the Assets to Zavanna warrants a finding that the Assets were acquired in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Debtor has and will continue to aggressively market the sale of the Assets. Any parties who have expressed any meaningful interest in the acquiring the business and assets will be given notice of the sale.

45. Accordingly, the Sale Order will include a provision that the Buyer is a “good faith” purchaser within the meaning of section 363(m) of the Bankruptcy Code. The Debtor believes that providing such protection will ensure that the maximum price will be received by the Debtor for the Assets and closing of the sale will occur promptly.

D. Assumption and Assignment of the Assumed Contracts is Warranted Under Section 365 of the Bankruptcy Code

46. Section 365(a) of the Bankruptcy Code provides as follows:

Except as provided in section 765 and 766 of this title and in subsections (b), (c) and (d) of this section, the trustee, subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.

11 U.S.C. § 365(a).

47. Section 365 of the Bankruptcy Code authorizes the assumption or rejection of any executory contract or unexpired lease of a debtor except for open contracts of commodity brokers that are covered by Bankruptcy Code sections 765 and 766.

48. The Bankruptcy Code provides little guidance as to the standards to be applied by a court in approving an assumption or rejection. Drawing on pre-Code law, the predominant test is described as the “business judgment” rule or business judgment test. *In re Kong*, 162 B.R. 86, 94 (Bankr. E.D.N.Y. 1993); *In re Mingos*, 602 F.2d 38 (2nd Cir. 1979); *In re Child World*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992); *In re Stable Mews Assocs.*, 41 B.R. 594 (Bankr. S.D.N.Y. 1984). The business judgment test is the same test applied to judicial review of corporate

decisions outside bankruptcy. *Johnson v. Fairco Corp.*, 61 B.R. 317 (N.D. Ill. 1986). This test analyzes the impact that continued performance under the executory contract or unexpired lease will have on the estate. Assumption or rejection of the contract or lease will be approved upon a mere showing that the action will benefit the estate. *In re Chestnut Ridge Plaza Assocs., L.P.*, 156 B.R. 477 (Bankr. W.D. Pa. 1993) (test is best interest of the estate); *Bezanson v. Metropolitan Ins. & Annuity Co.*, 952 F.2d 1 (1st Cir. 1991).

49. In addition to the business judgment test, section 365(b)(1) of the Bankruptcy Code further provides that the debtor may not assume an executory contract or unexpired lease unless, at the time of assumption, the debtor: (a) cures defaults; (b) compensates the non-debtor party to the lease or contract for any actual pecuniary loss resulting from defaults; and (c) provides adequate assurance of future performance. *See* 11 U.S.C § 365(b)(1).

50. In the present case, the Debtor may seek to assume the Assumed Contracts and assign the Assumed Contracts to the Buyer. Section 365(f) of the Bankruptcy Code addresses assumption and assignment of executory contracts and unexpired leases and provides, in pertinent part:

(1) Except as provided in subsections (b) and (c) of this section, notwithstanding a provision in an executory contract or unexpired lease of the debtor, or in applicable law, that prohibits, restricts, or conditions the assignment of such contract or lease, the trustee may assign such contract or lease under paragraph (2) of this subsection

(2) The trustee may assign an executory contract or unexpired lease of the debtor only if—

(A) the trustee assumes such contract or lease in accordance with the provisions of this section; and

(B) adequate assurance of future performance by the assignee of such contract or lease is provided, whether or not there has been a default in such contract or lease.

11 U.S.C. § 365(f)(1)-(2).

51. Section 365(f) of the Bankruptcy Code provides that the assignment of a properly assumed contract or lease is to be permitted by the Court only if the debtor has assumed the contract or lease in compliance with all of the terms of section 365 of the Bankruptcy Code and if the debtor provides the other party to the contract or lease with adequate assurance of future performance by the assignee of the contract or lease. 11 U.S.C. § 365(f)(2). The words “adequate assurance of future performance” must be given a “practical pragmatic construction” in “light of the proposed assumption.” *In re Fleming Cos.*, 499 F.3d 300 (3d Cir. 2007) (quoting *Cinicola v. Scharffenberger*, 248 F.3d 110, 120, n.10 (3d Cir. 2001)). *See also Carlisle Homes, Inc. v. Arrari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1989) (same); *In re Nalco Indus., Inc.*, 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean absolute assurance that debtor will thrive and pay rent); *In re Bon Ton Rest. & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985) (“Although no single solution will satisfy every case, the required assurance will fall considerably short of an absolute guarantee of performance.”).

52. As part of this Motion, the Debtor seeks authority to assume and assign the identified Assumed Contracts to the Buyer. Any assumption and assignment of the Assumed Contracts will be subject to any applicable provisions of the Bankruptcy Code. The proposed terms and conditions set forth herein are designed to ensure that the assignee is financially able and prepared to undertake all of the obligations of the Assumed Contracts. In addition, the availability of the sale hearing gives this Court and other parties in interest an appropriate opportunity to evaluate any assignment issues.

53. The Debtor asserts that under the circumstances, the Assumed Contracts can be properly assumed in compliance with section 365 of the Bankruptcy Code. First, the assumption

of the Assumed Contracts by the Debtor complies with the requirements of section 365 because assumption clearly satisfies the “business judgment test.” The Debtor’s satisfaction of the business judgment test is demonstrated by the benefit to the Debtor’s estate which will accrue as a result of the Debtor’s ability to close the sale on the terms set forth in the PSA and from the savings realized as a result of: (a) the Buyer’s assumption of the Debtor’s obligations under the Assumed Contracts, as provided in the PSA; and (b) the avoidance of a potential rejection damages claims and possible administrative expense claims.

54. Second, all monetary defaults under the Assumed Contracts will be cured by payment of the Cure Amounts at the time of assumption.

55. Third, it is contemplated that the Buyer will be capable of satisfying the adequate assurance conditions of sections 365(b)(i)(c) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts. Adequate assurance of future performance is to be determined on a case by case basis to ensure that the other party to the contract or lease obtains the benefit of the bargain for what was contracted. *Chera v. 991 Blvd. Realty Corp. (In re National Shoes, Inc.)*, 20 B.R. 55, 59 (Bankr. S.D.N.Y. 1982); *See also In re Bygaph*, 56 B.R. 596, 605 (Bankr. S.D.N.Y. 1986) (“Congress intended that the words ‘adequate assurance’ be given a practical, pragmatic construction, and is to be determined under the facts of each particular case”). The Debtor submits, and will demonstrate at the sale hearing, that there are adequate business justifications for the assumption and assignment of the Assumed Contracts and that all requirements to assumption and assignment, including adequate assurance of future performance by the Buyer, have been met.

WHEREFORE, the Debtor respectfully request this Bankruptcy Court enter an order: (i) scheduling a hearing on this Sale Motion for final approval of the proposed sale of the Assets at

the sale hearing; (ii) authorizing the Debtor to sell the Assets other than in the ordinary course, free and clear of liens, interests, encumbrances and other claims; and (iii) granting such other and further relief as this Court deems just and appropriate under the circumstances.

Dated: April 12, 2018

Respectfully submitted,

BAKER, DONELSON, BEARMAN, CALDWELL
& BERKOWITZ, P.C.

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CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of April, 2018, a true and correct copy of the **MOTION FOR ORDER (I) AUTHORIZING AND APPROVING PURCHASE AND SALE AGREEMENT; (II) THE SALE OF ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS; (III) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND LEASES; AND (IV) GRANTING RELATED RELIEF** was electronically filed with the Court using the CM/ECF system, which sent notification to all parties in interest participating in the CM/ECF system, was served by placing same via first class mail postage prepaid properly addressed to all parties identified on the attached mailing matrix.

/s/Sheila M. Grisham

Sheila M. Grisham, Paralegal

Label Matrix for local noticing
1082-1
Case 16-20212-EEB
District of Colorado
Denver
Thu Apr 12 12:12:25 MDT 2018

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(u)Statoil Oil & Gas LP

(u)TenOaks Energy Advisors, LLC

(u)Zavanna, LLC

End of Label Matrix
 Mailable recipients 44
 Bypassed recipients 6
 Total 50

EXHIBIT 1 – PART 1

BD 4/12/2018 v2

PURCHASE AND SALE AGREEMENT

between

Bakken Income Fund LLC, a Colorado Limited Liability Company

as Seller

and

Zavanna, LLC, a Colorado Limited Liability Company

as Buyer

April __, 2018

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PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”), dated April __, 2018 (the “**Execution Date**”), is by and between Bakken Income Fund LLC, a Colorado limited liability company (“**Seller**”) and Zavanna, LLC, a Colorado limited liability company (“**Buyer**”). Seller and Buyer are each, individually, a “**Party**,” and are, collectively, the “**Parties**.” Capitalized terms used in this Agreement have the meaning given such terms in **Annex I** to this Agreement.

Recitals

(A) On October 17, 2016, Seller filed a voluntary petition (the “**Petition**”) for relief commencing a case (collectively, the “**Chapter 11 Case**”) under Chapter 11 of title 11 of the United States Code, 11 U.S.C. Sections 101 *et seq.* (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Colorado (the “**Bankruptcy Court**”) in Case No. 16-20212-EEB (the “**Bankruptcy Case**”) and remains a debtor or debtor-in-possession;

(B) Buyer desires to purchase and obtain the assignment from Seller, and Seller desires to sell, convey, assign, and transfer to the Buyer, assets and properties of Seller, together with certain specified obligations and liabilities relating thereto, all in the manner and subject to the terms and conditions set forth herein and in accordance with Sections 105, 363, and 365 of the Bankruptcy Code; and

(C) To accomplish the foregoing, the Parties wish to enter into this Agreement.

Agreement

In consideration of the mutual promises, covenants and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, Buyer and Seller agree as follows:

ARTICLE I PURCHASE AND SALE

1.1 Purchase and Sale. Seller agrees to sell the Assets to Buyer, and Buyer agrees to purchase the Assets from Seller, all under the terms of this Agreement.

1.2 Assets. The term “**Assets**” means all of Seller’s right, title, and interest, whether present, contingent, or reversionary, in and to the following, other than the Excluded Assets:

(a) The (i) lands described on **Exhibit A** (the “**Lands**”), and (ii) the oil, gas, and mineral leases described on **Exhibit A** attached hereto and any extensions, renewals, ratifications or amendments to such leases, together with all other rights, titles and interests of Seller in and to the leases, and all working interests, royalty interests, overriding royalty interests, net profits interests, production payments, mineral interests, non-consent interests, forced pooled interests, and other interests under or relating to any Contracts, whether or not such interests are listed on **Exhibit A** (the “**Leases**”), based on or arising from any of the Lands; provided, however, that all of the foregoing are subject to the limitations, if any, described in said **Exhibit A**;

(b) all of the oil and gas wells, salt water disposal wells, injection wells and other wells and wellbores located on or attributable to the Leases or Lands or on lands pooled, unitized or communitized with the Lands, whether producing, in progress, plugged or unplugged, shut-in or permanently or temporarily abandoned, whether or not fully described on any exhibit or schedule to this Agreement, and including those wells identified on **Exhibit B-1** (the “*Wells*,” and, together with Leases and Lands, the “*Properties*”);

(c) the oil, gas, casinghead gas, coal bed methane, condensate, and other gaseous and liquid hydrocarbons or any combination thereof, sulphur extracted from hydrocarbons, and all other lease substances (“*Hydrocarbons*”) in, on, arising from, or under the Properties and that may be produced from or otherwise be allocated or attributed to the Properties from and after the Effective Time;

(d) all equipment, machinery, fixtures and other tangible personal property and improvements located on the Properties or used or held for use in connection with the production, gathering, treatment, processing, storage, transportation, sale, disposal and other handling of Hydrocarbons attributable thereto, including any wellhead equipment, wells, tanks, boilers, buildings, fixtures, injection facilities, saltwater disposal facilities, compression facilities, pumping units and engines, flow lines, pipelines, gathering systems, gas and oil treating facilities, machinery, power lines, telephone lines, roads, and other appurtenances, improvements, and facilities related thereto (collectively, the “*Equipment*”);

(e) all permits, surface leases, surface use agreements, rights-of-way, licenses, servitudes, easements, and other surface rights agreements that are related to the use, ownership, or operation of the Properties or the Equipment (collectively, the “*Surface Contracts*”);

(f) all seismic records, gravity maps, gravity meter surveys, seismic surveys, well logs, and other similar geological or geophysical surveys or data owned, held or licensed by Seller and covering any portion of the Properties, including any processed or reprocessed data;

(g) the Purchased Contracts;

(h) originals, to the extent available, or copies of all the files, records, and data relating to the items described in Sections 1.2(a) through 1.2(g), which records include: lease records, well records, division order records, pooling order records, well files, contract files, title records (including abstracts of title, title opinions and memoranda, and title curative documents), engineering records, correspondence, electronic data files (if any), maps, production records, electric logs, core data, core samples, pressure data, decline curves and graphical production curves and reserve reports (collectively, the “*Records*”); and

(i) all rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses) whether arising before, on, or after the Effective Time to the extent such rights, claims, and causes of action relate to any of the Assumed Liabilities.

Notwithstanding anything to the contrary herein, Buyer may from time to time prior to the Closing in its sole discretion designate any Contract as an Excluded Asset by providing written notice thereof to the Seller. Such Contract shall be deemed to be an Excluded Asset and shall not be deemed to be an Asset for all purposes hereunder, in each case, without further action by the parties.

1.3 Excluded Assets. The Assets do not include, and Seller hereby expressly excepts and excludes from the Assets and reserves unto itself, the following assets and properties (the “**Excluded Assets**”):

(a) all rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses) whether arising before, on, or after the Effective Time to the extent such rights, claims, and causes of action relate to any of the Retained Liabilities or Excluded Liabilities;

(b) any future or existing accounts receivable, contract refunds, insurance premium refunds or other refunds, income or revenue, deposits, insurance or condemnation proceeds or awards, rights with respect to operations or claims and causes of action in favor of Seller (including any joint operating or unit operating agreement audit claims), but only to the extent the foregoing are attributable to Seller’s ownership of the Assets prior to the Effective Time;

(c) Seller’s bonds;

(d) all corporate, financial, Tax (except with respect to any Assumed Liability), and legal (other than title) records of Seller, to the extent not included as an Asset under Section 1.2;

(e) subject to Section 9.2, all rights and interests of Seller under any policy or agreement of insurance or indemnity (including any rights, claims or causes of action of Seller against third parties under any indemnities or hold harmless agreements and any indemnities received in connection with Seller’s prior acquisition of any of the Properties) that accrued prior to the Effective Time;

(f) all Hydrocarbons from or attributable to the Assets with respect to all periods prior to the Effective Time, and all proceeds attributable thereto;

(g) all refunds or claims for refunds of Seller Taxes;

(h) all documents and instruments of Seller (or any Seller Affiliate) that are (1) otherwise related to an Excluded Asset and subject to legal privilege (such as the attorney-client privilege or work product doctrine) or binding obligations of confidentiality, (2) personnel information, (3) Income Tax information, and (4) records relating to the sale of the Assets, including proposals, and information relating to litigation and claims retained by Seller received from and records of negotiations with third Persons and economic analyses associated therewith;

(i) any logo, service mark, copyright, trade name or trademark of or associated with such Seller or any business of Seller;

(j) all seismic records, gravity maps, gravity meter surveys, seismic surveys, well logs, and other similar geological or geophysical surveys or data covering any portion of the Properties, including any processed or reprocessed data, but only to the extent that such data is not assigned to Buyer as part of the Assets under Section 1.2(f); and

(k) the Excluded Contracts.

1.4 Effective Time. The purchase and sale of the Assets and this Transaction is effective as of 12:01 a.m., Mountain Daylight Time, on November 1, 2017 (“**Effective Time**”).

ARTICLE II PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Assets is **\$2,050,000** (the “*Initial Purchase Price*”), and the Initial Purchase Price, as adjusted under the terms and conditions of this Agreement, delivered at Closing is the “*Purchase Price*”. If the transaction contemplated by this Agreement (“*Transaction*”) closes, Buyer shall pay to Seller the Purchase Price subject to the adjustments to the Initial Purchase Price contained in this Agreement.

2.2 Allocation of Purchase Price. Solely for the purposes of Article IV and Article V, Buyer and Seller have allocated the Initial Purchase Price among the Leases and the Wells as set forth on Schedule 2.2 attached hereto. The value so allocated to a particular Lease, or Well set forth on Schedule 2.2 is the “*Allocated Value*” for that Asset. All other Assets, other than those set forth on Schedule 2.2, have an Allocated Value equal to zero. Seller makes no representation or warranty concerning the accuracy of the Allocated Values.

2.3 Adjustments to Purchase Price. All adjustments to the Initial Purchase Price and the Purchase Price will be made according to the factors described in this Section 2.3, without duplication, and determined in accordance with GAAP, COPAS and customary industry accounting practices, consistent with Seller’s past practice.

(a) Proration of Costs and Revenues. For purposes of determining the amounts of the adjustments to the Initial Purchase Price and the Purchase Price provided for in this Section 2.3, the principles set forth in this Section 2.3(a) apply. Buyer will be entitled to all Hydrocarbon production from or attributable to the Properties on and after the Effective Time (and all products and proceeds attributable thereto), and to all other income, proceeds, receipts and credits earned with respect to the Assets on or after the Effective Time, and shall be responsible for (and entitled to any refunds with respect to) all Property Expenses incurred on and after the Effective Time. Seller shall be entitled to all Hydrocarbon production from or attributable to the Properties prior to the Effective Time (and all products and proceeds attributable thereto), and to all other income, proceeds, receipts and credits earned with respect to the Assets prior to the Effective Time, and shall be responsible for (and entitled to any refunds with respect to) all Property Expenses incurred prior to the Effective Time, except as otherwise provided in Section 9.3 with respect to Pre-Closing Cash Calls. “Earned” and “incurred,” as used in this Agreement is interpreted in accordance with GAAP and COPAS standards, except as otherwise specified in this Agreement. For purposes of allocating production (and proceeds and accounts receivable with respect thereto) under this Section 2.3, (1) liquid Hydrocarbons are deemed to be “*from or attributable to*” the Properties when they pass through the pipeline connecting into the storage facilities into which they are run and (2) gaseous Hydrocarbons are deemed to be “*from or attributable to*” the Properties when they pass through the royalty measurement meters, delivery point sales meters, or custody transfer meters on the gathering lines or pipelines through which they are transported (whichever meter is closest to the Well). Seller shall utilize reasonable interpolative procedures, consistent with industry practice, to arrive at an allocation of production when exact meter readings or gauging and strapping data are not available.

(b) Preliminary Settlement Statement. Any adjustment to the Initial Purchase Price at Closing will be set out in a “*Preliminary Settlement Statement*” prepared by Seller, and submitted to Buyer no later than 10 Business Days prior to Closing for Buyer’s comment and review. Seller shall provide Buyer written wire transfer instructions for payment of the Purchase Price. If the Parties cannot agree on the Preliminary Settlement Statement prior to the Closing, the Preliminary Settlement Statement as presented by Seller will be used to adjust the Initial Purchase Price at Closing. The Preliminary Settlement Statement will set forth the Closing Amount and all adjustments to the Initial Purchase Price and associated calculations. The term “*Closing Amount*” means the Initial Purchase Price, adjusted as

provided in this Section 2.3 using reasonable estimates if actual numbers are not available. After Closing, the Purchase Price will be adjusted under the Final Settlement Statement delivered under Section 14.1.

(c) Property Expenses. The term “***Property Expenses***” means all expenses and payments of every kind attributable to the Assets, including capital expenses, operating expenses, facilities and plant expenses, joint interest billings, overhead costs charged to the Assets under the applicable operating agreement, lease operating expenses, lease rental and maintenance costs, Burdens, Asset Taxes (as apportioned as of the Effective Time under Article X), drilling expenses, completion expenses, workover expenses, geological, geophysical, and any other exploration, development, transportation, compression, processing or maintenance expenditures chargeable under the Applicable Contracts; *provided, however*, the term “***Property Expenses***” does not include any Income Taxes.

(d) Upward Adjustments. The Initial Purchase Price and the Purchase Price will be adjusted upward by:

(1) An amount equal to all proceeds received and retained by Buyer from the production, transportation, gathering, processing, treating or sale of Hydrocarbons, including condensate tank inventory, from or attributable to the Assets prior to the Effective Time;

(2) An amount equal to all Property Expenses accruing from and after the Effective Time (and as to all Asset Taxes, the amount allocable to Buyer in accordance with Section 10.1 that are paid or borne by Seller or its Affiliates prior to Closing) and amounts under Section 9.1, paid by or on behalf of Seller or its Affiliates; and

(3) Any other amount provided for in this Agreement or as may be agreed to in writing by Buyer and Seller.

(e) Downward Adjustments. The Initial Purchase Price and the Purchase Price will be adjusted downward by:

(1) An amount equal to all proceeds received and retained by Seller from the production, transportation, gathering, processing, treating or sale of Hydrocarbons, including condensate tank inventory, from or attributable to the Assets from and after the Effective Time;

(2) An amount equal to all Property Expenses accruing before the Effective Time (and as to all Asset Taxes, the amount allocable to Seller in accordance with Section 10.1 that are paid or borne by Buyer or its Affiliates subsequent to Closing) and amounts under Section 9.1, paid by or on behalf of Buyer or its Affiliates;

(3) An amount equal to the Title Defect Adjustment, if any;

(4) An amount equal to the Environmental Defect Adjustment, if any;

(5) An amount equal to the aggregate of the Allocated Values of all Assets excluded from the Transaction under Section 4.6(a), Section 4.6(b), Section 5.1(c)(2), or Section 5.2(a), if any;

(6) An amount equal to the Net Casualty Loss, if any; and

(7) Any other amount provided for in this Agreement or as may be agreed to in writing by Buyer and Seller.

**ARTICLE III
BUYER'S DUE DILIGENCE REVIEW; DISCLAIMERS**

3.1 Access to Records. From and after the Execution Date and until the Business Day before the Closing, Seller will make the Records available to Buyer and its Representatives, at Seller's office or electronically (if available), for inspection and review during normal business hours to permit Buyer and its Representatives to perform their due diligence review, and, as reasonably requested by Buyer. Buyer may make copies of such Records, at its cost and expense, but shall, if Seller so requests, return or destroy all copies so made if the Closing does not occur. Seller is not obligated to provide Buyer with access to records relating to the Excluded Assets or not otherwise relating to the Assets. To the extent any records relating to the Assets contain additional information and data not relating to the Assets, Buyer will be subject to the confidentiality and restrictions described in Section 9.4 as to such information. Subject to the consent and cooperation of third Persons, Seller will cooperate with Buyer in Buyer's efforts to obtain, at Buyer's expense, such additional information from third Persons, as Buyer may reasonably request in writing, for the purposes of Buyer's due diligence review. Buyer and its Representatives may inspect the Records and such additional information only to the extent such inspection does not violate any legal privilege of Seller or contractual commitment of Seller to an un-Affiliated third Person.

ALL RECORDS, MATERIALS, DOCUMENTS, AND OTHER INFORMATION MADE AVAILABLE TO BUYER AT ANY TIME IN CONNECTION WITH THE TRANSACTION, WHETHER MADE AVAILABLE PURSUANT TO THIS SECTION OR OTHERWISE, ARE MADE AVAILABLE TO IT AS AN ACCOMMODATION, AND, EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY AND COMPLETENESS OF SUCH MATERIALS, DOCUMENTS AND OTHER INFORMATION OR AS TO WHETHER SUCH MATERIALS, DOCUMENTS AND OTHER INFORMATION CONTAIN A MISREPRESENTATION FOR THE PURPOSES OF APPLICABLE SECURITIES LAWS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN, ANY RELIANCE UPON OR CONCLUSIONS DRAWN THEREFROM BY BUYER SHALL BE AT BUYER'S RISK AND SHALL NOT GIVE RISE TO ANY LIABILITY OF OR AGAINST SELLER. BUYER HEREBY WAIVES AND RELEASES ANY LOSSES ARISING UNDER LAW ARISING OUT OF OR RELATED TO ANY SUCH RECORDS, MATERIALS, DOCUMENTS, OR INFORMATION PROVIDED TO BUYER OR SELLER'S PROVISION OF SAME TO BUYER.

3.2 Access to Assets.

(a) Access. From and after the Execution Date until the Defect Notice Date, Seller shall cooperate with Buyer in Buyer's efforts to cause the operators of the Assets to permit Buyer and Buyer's Representatives reasonable access to the Assets and such operators' personnel so Buyer and its Representatives may conduct, at Buyer's sole risk and expense, on-site inspections and an ASTM Phase I environmental review of all or any portion of the Assets (each, an "*Environmental Assessment*"). If Buyer or its Representatives prepares an Environmental Assessment, Buyer shall keep such assessment confidential and furnish copies thereof to Seller. In connection with any on-site inspections, if any, prior to Closing, Buyer (i) shall not interfere with, and will cause its Representatives not to interfere with, the normal operation of the Assets, and (ii) shall comply with, and will cause its Representatives to comply with, all requirements of the operators of the Assets.

(b) Indemnity. EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER, BUYER WAIVES, RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY

AND ALL LOSSES ARISING OUT OF, RESULTING FROM, OR RELATING TO THE ACCESS AFFORDED TO BUYER AND ITS REPRESENTATIVES UNDER THIS AGREEMENT OR THE ACTIVITIES OF BUYER AND ITS REPRESENTATIVES RELATED TO SUCH ACCESS OR ANY ENVIRONMENTAL ASSESSMENT. THE PROVISIONS OF THIS SECTION 3.2(b) WILL SURVIVE TERMINATION OF THIS AGREEMENT.

(c) Clean-Up. Upon completion of Buyer's due diligence, Buyer shall, at its sole cost and expense and without any cost or expense to Seller Indemnified Parties (1) repair all damage done to the Assets in connection with any Environmental Assessment, (2) restore the Assets to substantially the same condition in existence prior to commencement of any Environmental Assessment, and (3) remove all equipment, tools or other property brought onto the Assets in connection with any Environmental Assessment. Any disturbance to the Assets (including the real property associated with such Assets) resulting from Buyer's due diligence will be promptly corrected by Buyer.

(d) Insurance. During all periods that Buyer and/or any of Buyer's Representatives are on the Assets, Buyer shall maintain, at its sole expense and with insurers reasonably satisfactory to Seller, policies of insurance of the types and in the amounts reasonably requested by Seller. Upon request by Seller, Buyer shall provide evidence of such insurance to Seller prior to entering upon the Assets.

3.3 Disclaimers.

(a) EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, SELLER'S SPECIAL WARRANTY OF TITLE IN THE ASSIGNMENT, AND SELLER'S OBLIGATIONS UNDER ARTICLE IV, ARTICLE V, AND ARTICLE XV OF THIS AGREEMENT, THE ASSETS ARE BEING CONVEYED BY SELLER TO BUYER WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE, AND THE PARTIES HEREBY EXPRESSLY DISCLAIM, WAIVE, AND RELEASE ANY EXPRESS WARRANTY OF MERCHANTABILITY, CONDITION OR SAFETY AND ANY EXPRESSED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND BUYER ACCEPTS THE ASSETS, "AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT RECOURSE." EXCEPT TO THE EXTENT PROVIDED IN SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, ALL DESCRIPTIONS OF THE WELLS, EQUIPMENT, FACILITIES, PERSONAL PROPERTY, FIXTURES, AND STRUCTURES HERETOFORE OR HEREAFTER FURNISHED TO BUYER BY SELLER HAVE BEEN AND SHALL BE FURNISHED SOLELY FOR BUYER'S CONVENIENCE, AND HAVE NOT CONSTITUTED AND SHALL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND BY SELLER. BUYER EXPRESSLY WAIVES THE WARRANTY OF FITNESS AND THE WARRANTY AGAINST VICES AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY ANY APPLICABLE STATE OR FEDERAL LAW.

(b) EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT AND SELLER'S SPECIAL WARRANTY OF TITLE IN THE ASSIGNMENT, AND SUBJECT TO BUYER'S RIGHTS UNDER ARTICLE IV, ARTICLE V, AND ARTICLE XV, SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS REPRESENTATION OR WARRANTY AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (1) THE ACCURACY, COMPLETENESS, OR MATERIALITY OF ANY OF THE RECORDS OR OTHER INFORMATION FURNISHED WITH RESPECT TO THIS AGREEMENT (INCLUDING THE BACKGROUND MATERIALS AND ANY INTERPRETIVE OR SUBJECTIVE GEOLOGIC OR GEOPHYSICAL DATA); (2) THE EXISTENCE OR EXTENT OF RESERVES OR THE VALUE OF THE ASSETS BASED THEREON; (3) THE CONDITION OR

STATE OF REPAIR OF ANY OF THE ASSETS; (4) THE ABILITY OF THE ASSETS TO PRODUCE HYDROCARBONS, INCLUDING PRODUCTION RATES, DECLINE RATES AND RECOMPLETION OPPORTUNITIES; (5) REGULATORY MATTERS; (6) THE PRESENT OR FUTURE VALUE OF THE ANTICIPATED INCOME, COSTS OR PROFITS, IF ANY, TO BE DERIVED FROM THE ASSETS; (7) THE ENVIRONMENTAL CONDITION OF THE ASSETS; (8) ANY PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR; OR (9) THE TAX ATTRIBUTES OF ANY ASSET. EXCEPT AS TO ANY SCHEDULE OR EXHIBIT TO THIS AGREEMENT AND SELLER'S EXPRESS REPRESENTATIONS OR WARRANTIES IN THIS AGREEMENT, ANY BACKGROUND MATERIALS, DATA, INFORMATION, OR OTHER RECORDS FURNISHED BY SELLER ARE PROVIDED TO BUYER AS A CONVENIENCE AND BUYER'S RELIANCE ON OR USE OF THE SAME IS AT BUYER'S SOLE RISK.

(c) THIS DISCLAIMER AND DENIAL OF REPRESENTATION AND WARRANTY ALSO EXTENDS TO ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE PRICES BUYER AND SELLER ARE OR WILL BE ENTITLED TO RECEIVE FROM PRODUCTION OF OIL, GAS OR OTHER SUBSTANCES FROM THE ASSETS, AND BUYER ACKNOWLEDGES THAT ALL RESERVE, PRICE, AND VALUE ESTIMATES UPON WHICH BUYER HAS RELIED OR IS RELYING HAVE BEEN DERIVED BY THE INDIVIDUAL AND INDEPENDENT EVALUATION OF BUYER. BUYER ALSO STIPULATES, ACKNOWLEDGES, AND AGREES THAT RESERVE REPORTS ARE ONLY ESTIMATES OF PROJECTED FUTURE OIL AND/OR GAS VOLUMES, FUTURE FINDING COSTS AND FUTURE OIL AND GAS SALES PRICES, ALL OF WHICH FACTORS ARE INHERENTLY IMPOSSIBLE TO PREDICT ACCURATELY EVEN WITH ALL AVAILABLE DATA AND INFORMATION.

(d) EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT, AND SUBJECT TO BUYER'S RIGHTS UNDER ARTICLES V AND XV, SELLER HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, 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 ASSETS, AND NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND SUBJECT TO BUYER'S LIMITED RIGHTS UNDER ARTICLE V, BUYER SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION AND THAT BUYER HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS BUYER DEEMS APPROPRIATE.

(e) THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, THE DISCLAIMERS CONTAINED IN THIS AGREEMENT ARE "CONSPICUOUS" FOR THE PURPOSES OF SUCH APPLICABLE LAW.

**ARTICLE IV
TITLE MATTERS**

4.1 Seller's Title.

(a) Limited Representation and Warranty. Seller represents and warrants that as of the Effective Time and as of the Closing Date (the "***Defect Notice Date***"), it owns Defensible Title to the Leases and Wells. The representation and warranty in the immediately preceding sentence will terminate at Closing and have no further force or effect after such time. Except for the special warranty of title contained in the Assignment executed at Closing, and without limiting Buyer's right to adjust the Initial Purchase Price by operation of this Article IV, Seller makes no warranty or representation, express, implied, statutory or otherwise, with respect to Seller's title to any of the Assets, and Buyer hereby acknowledges that the sole remedy before Closing for any defect of title, including any Title Defect, with respect to any of the Assets is and will be as set forth in Section 4.2 or to terminate this Agreement under Section 12.1.

(b) Special Warranty of Title. The Assignment executed at Closing will contain a special warranty of title by, through, and under Seller, but not otherwise, to the Assets, subject to the Permitted Encumbrances, but shall otherwise be without warranty of title of any kind, express, implied, statutory, or otherwise.

(c) Defensible Title. The term "***Defensible Title***" means such title of record to the Leases shown on Exhibit A, the Wells shown on Exhibit B-1 and the Units shown on Exhibit B-2 that, subject to and except for Permitted Encumbrances:

(1) in the case of each Lease, subject to the limitations described in Exhibit A, entitles Seller, and after the Closing will entitle Buyer, to receive the NRI for such Lease not less than the NRI set forth on Exhibit A for such Lease;

(2) in the case of each Well shown on Exhibit B-1, entitles Seller, and after the Closing will entitle Buyer, to receive the NRI for such Well not less than the NRI set forth on Exhibit B-1 for such Well as to the currently producing formations for such Well, throughout the duration of the productive life of such Well, except as otherwise specified in Exhibit B-1;

(3) in the case of each Well shown on Exhibit B-1, obligates Seller, and after the Closing will obligate Buyer, to bear the WI for such Well not greater than the WI set forth in Exhibit B-1 for such Well as to the currently producing formations for such Well, throughout the duration of the productive life of such Well except as otherwise specified in Exhibit C, except for increases to the extent they are accompanied by a proportionate increase in the NRI in such Well;

(4) in the case of each Unit shown on Exhibit B-2, entitles Seller, and after the Closing will entitle Buyer, to a number of Net Acres for such Unit not less than the Net Acres set forth on Exhibit B-2 for such Unit; and

(5) is free and clear of all Encumbrances and Liabilities (excluding the Assumed Liabilities).

If a Lease or Well has not been given an Allocated Value, Seller will be deemed to have Defensible Title to such Lease or Well.

(d) Permitted Encumbrances. “*Permitted Encumbrances*” means:

- (1) Burdens if the net cumulative effect of such Burdens does not operate to reduce the NRI of Seller in any Lease or Well shown on Exhibit B-1 to be below the NRI for such Lease or Well as set forth on Exhibit A or Exhibit B-1, as applicable;
- (2) liens for Taxes or assessments not yet due;
- (3) the terms and conditions of the Material Agreements that are assumed by the Buyer;
- (4) all Customary Post-Closing Consents;
- (5) rights of reassignment upon the surrender or expiration of any Lease;
- (6) all applicable Laws, and rights reserved to or vested in any Governmental Authority (i) to control or regulate any Asset in any manner; and (ii) to enforce any obligations or duties affecting the Assets to any Governmental Authority, with respect to any franchise, grant, license, or permit;
- (7) all easements, rights-of-way, covenants, servitudes, permits, surface leases, sub-surface leases, grazing rights, logging rights, and other surface rights on or over the Properties or any restrictions on access thereto, and canals, ditches, reservoirs, pipelines, utility lines, power lines, railways, streets, roads, alleys, highways, and other structures on, over, through or under the Properties that do not materially interfere with the use, ownership or operation of the affected Properties (as currently used, owned or operated);
- (8) any lien, security interest, or Encumbrance affecting the Assets that is fully-discharged by Seller at or prior to Closing;
- (9) any lien, security interest, or encumbrance granted by the lessor or affecting the lessor’s interest in a Lease that has been subordinated to the applicable Lease;
- (10) all applicable Laws of general applicability in the area of the Assets (including zoning and planning ordinances and municipal regulations);
- (11) all Title Defects that Buyer has waived in writing in accordance with this Agreement; and
- (12) matters that would otherwise be considered Title Defects but that do not meet the Individual Title Threshold.

4.2 Title Defect Procedure.

(a) Title Defect. The term “*Title Defect*” means any Encumbrance, defect in, or objection to, real property title, excluding Permitted Encumbrances, that alone or in combination with other defects renders Seller’s title to the Properties (in whole or in part) to be less than Defensible Title. Notwithstanding the foregoing, the following shall not be considered Title Defects:

- (1) defects based solely on lack of information in Seller’s files or reference to documents not in Seller’s files, *except* for defects based on lack of evidence in Seller’s files

that Seller or another Coachman Energy-operated fund that is its immediate predecessor is being properly paid by purchasers of the Hydrocarbons;

(2) defects in the chain of title, such as failure to recite marital status or omissions of probate succession, heirship or estate proceedings, unless Buyer provides affirmative evidence that such failure or omission has resulted in another Person's actual and superior claim of title to the relevant Lease or Well shown on **Exhibit B-1**;

(3) defects related to mineral ownership other than Hydrocarbons;

(4) defects or irregularities arising out of the lack of recorded powers of attorney from corporations or other entities to execute and deliver documents on their behalf or variation in corporate or entity name;

(5) defects or irregularities in acknowledgements that are cured by the statutes of the applicable jurisdiction;

(6) defects or irregularities arising out of mortgages, deeds of trust, and other liens that by their terms, matured more than 10 years prior to the Defect Notice Date but which have not been released of record;

(7) defects arising out of lack of survey, unless a survey is expressly required by applicable Law;

(8) defects asserting a change in WI or NRI based on a change in drilling and spacing units, tract allocation, or other changes in pool or unit participation occurring after the date of this Agreement; and

(9) the application of maintenance of uniform interest provisions contained within joint operating agreements.

(b) **Title Defect Amount**. "***Title Defect Amount***" means the amount by which the Allocated Value of a Title Defect Property affected by a Title Defect is reduced as a result of the existence of such Title Defect. In determining the Title Defect Amount, the Parties intend to include only that portion of the Title Defect Property affected by the Title Defect. Notwithstanding anything to the contrary in this **Article IV**, the aggregate Title Defect Amount attributable to the effects of all Title Defects upon any Title Defect Property shall not exceed the Allocated Value of the Title Defect Property. The Parties will determine the Title Defect Amount as follows:

(1) If the Title Defect is indebtedness secured by a lien or encumbrance on a Title Defect Property that may be discharged in full by the satisfaction of such indebtedness, the Title Defect Amount shall be the total amount to discharge such indebtedness so that such lien or encumbrance no longer burdens the Title Defect Property;

(2) If the Title Defect for any Lease or Well shown on **Exhibit B-1** is the actual failure of Seller to own the represented NRI for such Lease or Well, throughout the duration of the productive life of such Lease or Well, as set forth on **Exhibit A** or **Exhibit B-1**, as applicable, and the WI attributable to such Title Defect Property has been reduced proportionately, then the Title Defect Amount will be the product of (i) the Allocated Value of such Title Defect Property *multiplied by* (ii) a fraction, the numerator of which is the positive difference between (A) the NRI for such Title Defect Property set forth on **Exhibit A** or **Exhibit**

B-1, as applicable, and (B) the actual NRI for such Title Defect Property, and the denominator of which is the NRI for such Title Defect Property on **Exhibit A** or **Exhibit B-1**, as applicable;

(3) If the Title Defect for any Unit is the actual failure of Seller to own the represented Net Acres for such Unit shown on **Exhibit B-2** throughout the productive life of such Unit, then the Title Defect Amount will be the product of (i) the Allocated Value of such Title Defect Property *multiplied by* (ii) a fraction, the numerator of which is the positive difference between (A) the Net Acres for such Title Defect Property set forth on **Exhibit B-2**, and (B) the actual Net Acres for such Title Defect Property, and the denominator of which is the Net Acres for such Title Defect Property set forth on **Exhibit B-2**; and

(4) If the Title Defect represents an obligation, lien, Encumbrance, or other defect in title to the Title Defect Property of a type that does not fall into subsections (1) through (3), above, then the Title Defect Amount shall be determined by the Parties in good faith, taking into account all relevant factors, including the following: (i) the Allocated Value of the affected Title Defect Property; (ii) if the Title Defect represents only a possibility of title failure, the probability that such failure will occur; (iii) the portion of the Title Defect Property affected by the Title Defect; (iv) the legal effect of the Title Defect; (v) the potential economic effect of the Title Defect throughout the productive life of the Title Defect Property; (vi) the values placed upon the Title Defect by Buyer and Seller; and (vii) such other reasonable factors as are necessary to make a proper evaluation.

The Title Defect Amount with respect to a Title Defect Property must be determined without duplication of any costs or losses included in any other Title Defect Amount under this Agreement. In the event that a particular Title Defect would result in determination of a Title Defect Amount under both clauses (2) and (3) above, only the Title Defect Amount determined under clause (2) shall apply.

(c) **Notice of Title Defects.** Buyer has the right, but not the obligation, to deliver to Seller a written “**Title Defect Notice**” as soon as reasonably possible but no later than 5:00 p.m., Mountain Daylight Time, on the Defect Notice Date. To be effective, the Title Defect Notice must satisfy the following conditions precedent: such notice must (1) be in writing, asserted in good faith, and received by 5:00 p.m., Mountain Daylight Time, on the Defect Notice Date; (2) name the affected Lease, Well or Unit (such affected Lease, Well or Unit is a “**Title Defect Property**”); (3) describe each Title Defect and the basis for it; (4) attach copies of the Supporting Documentation; (5) state the Allocated Value of the Title Defect Property; and (6) state Buyer’s good faith estimate of the Title Defect Amount. To give Seller an opportunity to commence reviewing and curing Title Defects, Buyer shall use reasonable efforts to give Seller, on or before the end of each calendar week prior to the Defect Notice Date, written notice of all alleged Title Defects discovered by Buyer during the preceding calendar week, which notice may be preliminary in nature and supplemented prior to the expiration of the Defect Notice Date. “**Supporting Documentation**” for a particular Title Defect means, (x) if the basis is derived from any document(s), a copy of such document(s) (or pertinent part thereof) or (y) if the basis is derived from any gap in Seller’s chain of title, the recorded documents preceding and following the gap or a run sheet or other evidence showing such gap, or (z) if the basis is not as described in subsections (x) and (y), then reasonable, written documentation.

(d) **Remedies for Title Defects.** Subject to (w) Seller’s right to Dispute the existence of a Title Defect and/or the Title Defect Amount asserted with respect thereto, (x) the rights of the Parties to terminate this Agreement under **Section 12.1**, and (y) the Title Defect Threshold, if any Title Defect asserted by Buyer in accordance with **Section 4.2(c)** is not waived in writing by Buyer or cured prior to Closing, then Seller will convey the Title Defect Property to Buyer at Closing with a reduction to the Initial Purchase Price by an amount equal to the aggregate Title Defect Amounts affecting such Title

Defect Property (the aggregate amount of all such reductions to the Initial Purchase Price, the “**Title Defect Adjustment**”).

(e) Right to Cure. Seller will have the right, but not the obligation, to attempt, at its sole cost, to cure or remove at any time prior to Closing any Title Defects described in a Title Defect Notice delivered under Section 4.2(c).

(f) Waiver. Except for Seller’s special warranty of title contained in the Assignment, BUYER WAIVES ALL OBJECTIONS ASSOCIATED WITH THE TITLE TO THE ASSETS (INCLUDING ANY TITLE DEFECTS) NOT SUBMITTED BY 5:00 P.M., MOUNTAIN DAYLIGHT TIME, ON THE DEFECT NOTICE DATE.

4.3 Intentionally Omitted.

4.4 Individual Title Threshold. Notwithstanding anything to the contrary, in no event shall there be (a) any adjustments to the Initial Purchase Price or the Purchase Price or other remedies provided by Seller for any individual Title Defect for which the Title Defect Amount does not exceed \$30,000 (“**Individual Title Threshold**”). For each Title Defect exceeding the Individual Title Threshold, Buyer shall receive an adjustment to the Initial Purchase Price or the Purchase Price as provided in Section 2.3(e) or other remedies provided by Seller equal to the Title Defect Amount of such Title Defect.

4.5 Title Disputed Matters.

(a) The Parties shall resolve Disputes concerning the following matters under this Section 4.5: (a) the existence and scope of a Title Defect or Title Defect Amount; (b) the Title Defect Amount of that portion of the Asset affected by a Title Defect, and (c) the adequacy of Seller’s Title Defect curative materials and curative actions (the “**Title Disputed Matters**”). The Parties shall attempt to initially resolve all Title Disputed Matters through good faith negotiations. If the Parties cannot resolve the Title Disputed Matters on or before Closing, then the Closing shall be delayed only as to the Assets subject to the Title Disputed Matters until the Parties finally resolve such Dispute(s) under this Section 4.5; *provided, however*, if either Party seeks to terminate this Agreement under Section 12.1, and such Party’s election to terminate this Agreement under such Section relies upon alleged Title Defects and/or Title Defect Amounts that are Title Disputed Matters in order to reach the termination threshold set forth therein, then the Parties will resolve all such Title Disputed Matters under this Section 4.5 prior to Closing or termination, as applicable. In the event that neither Party attempts to terminate this Agreement under Section 12.1, the Parties shall proceed to Closing as contemplated in this Agreement as to all Assets other than those Assets subject to the Title Disputed Matters.

(b) If the Parties are unable to resolve the Title Disputed Matters through negotiation, then either Party may invoke the provisions of this Section 4.5 by written notice to the other Party. The Title Disputed Matters will be finally determined under this Section 4.5. There shall be a single arbitrator, who shall be an attorney with at least 10 years of experience in oil and gas title and transaction matters, as selected by mutual agreement of Buyer and Seller within 15 days after any Party invokes the provisions of this Section 4.5 to resolve such Dispute, and absent such agreement, by the Denver, Colorado, office of the AAA from the AAA National Energy Panel (such individual, the “**Title Arbitrator**”). The arbitration proceeding shall be held in Denver, Colorado, and shall be conducted in accordance with the Commercial Arbitration Rules of the AAA (the “**AAA Rules**”) to the extent such rules do not conflict with the terms of this Section 4.5. The Title Arbitrator’s determination shall be made within 20 days after submission by the Parties of the matters in Dispute and shall be final and binding upon both Parties, without right of appeal. In making his or her determination, the Title Arbitrator shall be bound by the rules set forth in this Article IV and, subject to the foregoing, may consider such other

matters as in the opinion of the Title Arbitrator are necessary to make a proper determination. The Title Arbitrator may not, however, render a decision with respect to a Title Defect Amount in excess of the highest value for such Disputed adjustment as claimed by Buyer or Seller, as applicable, or below the lowest value for such Disputed adjustment as claimed by Seller or Buyer, as applicable. The Title Arbitrator shall act as an expert for the limited purpose of determining the Title Disputed Matters and may not award damages, interest, or penalties to either Party with respect to any Dispute. The Title Arbitrator will have the right to award legal fees and costs (including the costs and expenses of the Title Arbitrator) to the substantially prevailing party.

(c) Within five Business Days of a final determination of any Title Disputed Matters, Seller shall (A) transfer the applicable Title Defect Property to Buyer by execution and delivery of an instrument of conveyance in substantially the form of the Assignment, such conveyance to be effective as of the Effective Time, and such conveyance to be free of any liens, Encumbrances, or Burdens created by Seller after the Closing Date, and (B) concurrently with such assignment, Buyer shall pay to Seller an amount equal to the Allocated Value of such Title Defect Property minus the Title Defect Amount applicable thereto as determined by the Title Arbitrator.

4.6 Preferential Rights and Consents to Assign. Prior to Closing, if Buyer or Seller discovers Assets affected by Required Consents, Consents, or preferential purchase rights binding on Seller, such Party shall notify the other Party immediately thereof, and Seller shall use commercially reasonable efforts to obtain such Required Consents and Consents and to give the notices required in connection with such preferential rights prior to Closing.

(a) Consents. If a Required Consent has not been obtained as of the Closing or the holder of any other Consent has denied in writing its Consent prior to the Closing with respect to an Asset (a "**Restricted Asset**"), then (1) the Restricted Asset shall not be conveyed at the Closing, (2) the Initial Purchase Price will be reduced by the Allocated Value of the Restricted Asset, (3) Seller shall use commercially reasonable efforts (and Buyer shall assist Seller as reasonably requested) to obtain the applicable Consent, and (4) if the Restricted Asset is an Asset other than a Lease or a Well, Seller shall make the benefit of such Restricted Asset available to Buyer so long as Buyer reasonably cooperates with Seller in connection therewith. With respect to any such Restricted Asset as to which the Consent for the assignment or transfer to Buyer is obtained following the Closing, Seller shall transfer such Restricted Asset to Buyer by execution and delivery of an instrument of conveyance substantially in the form of the Assignment. Notwithstanding the foregoing, Seller shall not be required to renew or extend any Restricted Asset at the end of its primary term.

(b) Preferential Purchase Rights. If any preferential right to purchase any portion of the Assets binding Seller is exercised prior to the Closing Date, or if the time frame for the exercise of such preferential purchase right has not expired and Seller has not received a written waiver of such preferential purchase right, then that portion of the Assets affected by such preferential purchase right shall be excluded from the Assets at Closing and the Initial Purchase Price shall be adjusted downward by an amount equal to the Allocated Value of such affected Assets.

(1) If a third Person exercises its preferential right to purchase, but fails to consummate the transaction prior to the Closing, Seller shall retain the affected Assets at Closing and the Initial Purchase Price shall be adjusted downward by an amount equal to the Allocated Value of such affected Assets.

(2) If a third Person exercises its preferential right to purchase, but does not consummate the transaction within the time frame specified in the preferential purchase right (provided that the reason therefor is not Seller's default) and Seller has the right to sell the

affected Asset free and clear of such preferential right prior to the Outside Date, Seller shall convey the affected Asset to Buyer as soon as possible after the expiration of the time for consummation of the transaction by the holder of the preferential right, such conveyance to be effective as of the Effective Time, and Buyer shall pay Seller the Allocated Value of the affected Asset (as adjusted in accordance with Section 2.3 to reflect such conveyance being made as of the Effective Time).

ARTICLE V ENVIRONMENTAL MATTERS

5.1 Environmental Defect Procedure.

(a) Environmental Consultant. Should Buyer elect to conduct any Environmental Assessments under Section 3.2(a), Buyer at its sole expense may employ a third-Person environmental consultant selected by Buyer (the “*Environmental Consultant*”) to determine the existence of any Environmental Defects and the Remediation Costs, if any, associated with the Environmental Defect.

(b) Notice of Environmental Defects. If the Environmental Consultant identifies, and Buyer claims, one or more Environmental Defects in the course of its investigation, Buyer may, on or before 5:00 p.m., Mountain Daylight Time, on the Defect Notice Date, deliver to Seller one or more Environmental Defect Notices. Buyer must deliver Environmental Defect Notices as soon as reasonably practical, but in no event later 5:00 p.m., Mountain Daylight Time, on the Defect Notice Date. To be effective, the Environmental Defect Notice must satisfy the following conditions precedent: such notice must (1) be in writing, asserted in good faith, and received by 5:00 p.m., Mountain Daylight Time, on the Defect Notice Date, (2) name the affected Asset or portion thereof (the “*Environmental Defect Property*”), (3) name the condition in, on, or under the Asset that constitutes, causes, or contributes to the Environmental Defect, (4) provide factual substantiation for the Environmental Defect, and (5) contain the Environmental Consultant’s good faith written estimates of the Remediation Costs which must describe in reasonable detail the Remediation proposed for the alleged Environmental Defect and identify all assumptions used by the Environmental Consultant to support the Remediation Costs. For the purpose of the preceding sentence, “factual substantiation for the Environmental Defect” means reports prepared by the Environmental Consultant. To give Seller an opportunity to commence reviewing and curing Environmental Defects, Buyer shall use reasonable efforts to give Seller, on or before the end of each calendar week prior to the Defect Notice Date, written notice of all alleged Environmental Defects discovered by Buyer during the preceding calendar week, which notice may be preliminary in nature and supplemented prior to the expiration of the Defect Notice Date. Seller has the right, but not the obligation, to cure any claimed Environmental Defect on or before the Closing Date.

(c) Remedies for Environmental Defects. Subject to (w) Seller’s right to Dispute the existence of an Environmental Defect and/or the Remediation Costs asserted with respect thereto, (x) the rights of the Parties to terminate this Agreement under Section 12.1, and (y) the Environmental Defect Threshold, if any Environmental Defect asserted by Buyer in accordance with Section 5.1(b) is not waived in writing by Buyer or cured prior to Closing, then Buyer shall elect, prior to Closing, one of the following options with respect to such Environmental Defect:

(1) if the Remediation Costs attributable to such Environmental Defect are equal to or less than the Allocated Value of the Environmental Defect Property, reduce the Initial Purchase Price by an amount equal to the Remediation Costs attributable to such Environmental Defect (the aggregate amount of all such reductions to the Initial Purchase Price, the “*Environmental Defect Adjustment*”), whereupon Seller shall convey the Environmental Defect

Property to Buyer at Closing and Buyer shall thereafter assume all liability for Remediation of the Environmental Defect Property; or

(2) exclude the applicable Environmental Defect Property and any related Assets from the Transaction, and reduce the Initial Purchase Price by the Allocated Value(s) of such excluded Assets.

(d) Waiver. BUYER WAIVES ALL OBJECTIONS ASSOCIATED WITH THE ENVIRONMENTAL CONDITION OF THE ASSETS (INCLUDING ENVIRONMENTAL DEFECTS) NOT SUBMITTED BY 5:00 P.M., MOUNTAIN DAYLIGHT TIME, ON THE DEFECT NOTICE DATE.

5.2 Environmental Disputed Matters.

(a) Rejection Notice. If Seller contests the existence of an Environmental Defect or the Remediation Costs, Seller shall notify Buyer in writing on or before three Business Days after receipt of the Environmental Defect Notice (“**Rejection Notice**”). The Rejection Notice shall state with reasonable specificity the basis for the rejection of the Environmental Defect(s) or the Remediation Costs. Within two days of receipt of the Rejection Notice, Representatives of Buyer and Seller knowledgeable in environmental matters shall meet and either (1) mutually agree to reject the particular Environmental Defect(s) or (2) agree on the validity of such Environmental Defect(s) and the Remediation Costs. If the Parties cannot agree on either options (1) or (2) in the preceding sentence with respect to each challenged Environmental Defect, the Environmental Defect(s) and/or the Remediation Costs subject to the Rejection Notice shall be resolved in accordance with the arbitration procedures set forth in Section 5.2(b). Subject to the Dispute resolution procedures under Section 5.2(b), if Seller delivers any Rejection Notice, then the Assets subject to the applicable Environmental Defect will be retained by Seller and the Initial Purchase Price will be adjusted downward at Closing by the Allocated Value(s) of the Asset(s) so retained.

(b) Dispute Resolution.

(1) If the Parties cannot resolve Disputes concerning the existence and scope of an Environmental Defect or Remediation Costs under Section 5.2(a) or the adequacy of Seller’s Environmental Defect curative materials and efforts (the “**Environmental Disputed Matters**”) on or before Closing, then the Closing shall be delayed only as to the Assets subject to the Environmental Disputed Matters until the Parties finally resolve such Dispute(s) under Section 5.2(b); *provided, however*, if either Party seeks to terminate this Agreement under Section 12.1, and such Party’s election to terminate this Agreement under such Section relies upon alleged Environmental Defects and/or Remediation Costs that are Environmental Disputed Matters in order to reach the termination threshold set forth therein, then the Parties will resolve all such Environmental Disputed Matters under this Section 5.2(b) prior to Closing or termination, as applicable. In the event that neither Party attempts to terminate this Agreement under Section 12.1, the Parties shall proceed to Closing as contemplated in this Agreement as to all Assets not covered by an Environmental Disputed Matter.

(2) The Environmental Disputed Matters will be finally determined under this Section 5.2(b). There will be a single arbitrator, who must be either a reputable environmental consultant or an environmental attorney with at least 10 years’ experience in oil and gas environmental matters, as selected by mutual agreement of Buyer and Seller within 15 days after any Party invokes the provisions of this Section 5.2(b) to resolve such Dispute, and absent such agreement, by the Denver, Colorado, office of the AAA from the AAA National Energy Panel (the “**Environmental Arbitrator**”). The arbitration proceeding will be held in

Denver, Colorado, and conducted in accordance with the AAA Rules to the extent such rules do not conflict with the terms of this Section 5.2(b). The Environmental Arbitrator's determination must be made within 20 days after submission of the matters in Dispute and shall be final and binding upon both Parties, without right of appeal and enforceable in any court of competent jurisdiction. In making its determination, the Environmental Arbitrator shall be bound by the rules set forth in this Section 5.2(b) and, subject to the foregoing, may consider such other matters as in the opinion of the Environmental Arbitrator are necessary or helpful to make a proper determination. The Environmental Arbitrator, however, may not award Buyer a greater Remediation Costs than the Remediation Costs claimed by Buyer in the applicable Environmental Defect Notice. The Environmental Arbitrator will act as an expert for the limited purpose of determining the specific Disputed Environmental Defects and/or Remediation Costs submitted by either Party and may not award damages, interest or penalties to either Party with respect to any matter. The Environmental Arbitrator will have the right to award legal fees and costs (including the costs and expenses of the Environmental Arbitrator) to the substantially prevailing party.

(3) Upon the final determination of any Environmental Disputed Matters, Buyer shall elect its remedy under Section 5.1(c) with respect to the Environmental Defect Property; provided, however, that the adjustments to the Initial Purchase Price contemplated under Section 5.1(c) shall be reflected instead on the Final Settlement Statement.

5.3 Definitions.

"Environmental Defect" means a condition in, on or under an Asset (including air, land, soil, surface and subsurface strata, surface water and ground water or sediments), excluding conditions resulting from or related to the presence or existence of NORM, that (a) is attributable to the period of time prior to the Defect Notice Date, (b) causes an Asset and/or Seller to be in violation of an Environmental Law at the time of the submittal of any Environmental Defect Notice, and (c) requires Remediation Costs in excess of the Environmental Defect Threshold per condition, net to Seller's interest. It is understood and agreed that matters of an essentially similar nature including oil spills, or chemical barrels found at a single site shall be collectively deemed a single incident or condition. In all other respects, each Environmental Defect will be addressed as a single incident or condition, and the Environmental Defects will not be aggregated on a per condition basis or otherwise (i.e., chemical barrels found at all of the Well sites shall not be aggregated, but instead, shall be evaluated on a site-by-site basis).

"Environmental Defect Notice" means a written notice of an Environmental Defect that contains the information set forth in Section 5.1(b) made by Buyer to Seller on or before 5:00 p.m., Mountain Daylight Time, on the Defect Notice Date.

"Environmental Defect Threshold" means \$30,000.

"Environmental Law" means any Law issued or promulgated by any Governmental Authority in effect on or before the Execution Date relating to the prevention of pollution, preservation and restoration of environmental quality, protection of the environment (including air, water, or land), or the Release, generation, handling, storage, transportation, or disposal of Hazardous Substances.

"Hazardous Substances" means any pollutants, contaminants, toxics or hazardous or extremely hazardous substances, materials, wastes, constituents, compounds or chemicals that are regulated by, or may form the basis of any liability under, any Environmental Laws, including NORM, asbestos, man-made material fibers, and other substances referenced in Section 5.4.

“**NORM**” means naturally occurring radioactive material.

“**Release**” means the spilling, leaking, disposing, discharging, emitting, depositing, dumping, ejecting, leaching, pumping, pouring, injecting, discarding, abandoning, placing, spreading, escaping, or any other release (including any subsurface migration resulting therefrom) or threatened release, however defined, whether intentional or unintentional, into the environment.

“**Remediate**” or “**Remediation**” means action taken to correct an Environmental Defect in accordance with applicable Environmental Laws and: (a) as recommended in good faith and in writing by the Environmental Consultant, or (b) as agreed upon between the Parties.

“**Remediation Costs**” means the costs, or estimates thereof, to Remediate a particular Environmental Defect as estimated in good faith and in writing by the Environmental Consultant or as agreed upon by the Parties.

5.4 Acknowledgement of Environmental Condition of Assets.

(a) Buyer’s Acknowledgement of Use of the Assets. Buyer acknowledges that the Assets have been used for the exploration, development, and production of Hydrocarbons and possibly for the storage and disposal of Hydrocarbons, produced water, Hazardous Substances, or other substances related to standard oil field operations. Physical changes in, on, or under the Assets or adjacent lands may have occurred as a result of such uses. The Assets also may contain previously plugged and abandoned wells, buried pipelines, storage tanks and other equipment, whether or not of a similar nature, the locations of which may not now be known by Seller or be readily apparent by a physical inspection of the Assets.

(b) Asbestos, NORM, and other Hazardous Substances. In addition, Buyer acknowledges that some oil field production sites and equipment included in the Assets may contain asbestos, NORM, and Hazardous Substances. In this regard, Buyer expressly understands that NORM may affix or attach itself to the inside of wells (including the Wells), materials and equipment as scale or in other forms, and that wells (including the Wells), materials and equipment located on the Assets described in this Agreement may contain NORM. Buyer also expressly understands that special procedures may be required for the assessment, removal, remediation, transportation, and disposal of asbestos, NORM, and Hazardous Substances from the Assets where any may be found.

ARTICLE VI BANKRUPTCY MATTERS

6.1 Bankruptcy Court Filings. No later than April 12, 2018, the Seller shall file with the Bankruptcy Court and serve notice of the following on (i) all parties in interest entitled to receive notice in accordance with all applicable law, including Section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9019 and the orders of the Bankruptcy Court; and (ii) any other person reasonably requested by Buyer: (a) amended schedules; and (b) a motion seeking entry of the Sale Order, which motion, Sale Order and related filings and exhibits shall be in form and substance satisfactory to the Buyer in its sole discretion. The Seller shall attach to such motion, and propose, the entry of the Sale Order. The Seller shall thereafter pursue diligently the entry of the Sale Order, and the Buyer agrees that it shall promptly take such actions as are reasonably requested by the Seller to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by the Buyer of the Purchased Contracts, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of

performance by the Buyer under this Agreement and demonstrating that the Buyer is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code. In the event that the entry of the Sale Order is appealed or a stay pending appeal is sought, the Seller shall oppose the appeal or the stay pending appeal and seek the dismissal of any appeal (including a petition for certiorari, motion for rehearing, reargument, reconsideration or revocation). The Seller shall provide the Buyer with drafts of any and all pleadings and proposed orders to be filed or submitted in connection with this Agreement and the transactions contemplated hereby sufficiently in advance of the proposed filing date so as to permit the Buyer sufficient time to review and comment on such drafts. The Seller shall give the Buyer reasonable advance notice of any hearings regarding the motions required to obtain the issuance of the Sale Order and the Buyer shall have the right to attend and seek to be heard at any such hearings.

6.2 Contract Designation; Cure Amounts.

(a) The Seller shall set forth on **Schedule 6.2(a)(1)** each executory contract, including the Leases and Surface Contracts, (the “*Executory Contracts*”) and the Seller’s good faith estimate of the amount of the Cure Amounts payable in respect of each such Executory Contract (and if no Cure Amount is estimated to be payable in respect of any particular Executory Contract, the amount of such Cure Amount designated for such Contract shall be “\$0.00”). By April __, 2018, the Seller shall deliver a notice in a form reasonably acceptable to the Buyer to all non-debtor counterparties to an Executory Contract designated by the Buyer as a Purchased Contract on **Schedule 6.2(a)(2)**, which notice shall state, among other things: (i) the proposed Cure Amount for such Executory Contract and (ii) an objection deadline for such non-debtor party to object to the proposed Cure Amount. To the extent that any objections are received from such non-debtor parties in response to such notice, the Seller and the Buyer shall use their commercially reasonable efforts to resolve such disputes with the applicable non-debtor party. Notwithstanding anything herein to the contrary, at any time prior to the Closing, the Buyer shall be entitled, in its sole discretion, to: (i) remove any Purchased Contract from **Schedule 6.2(a)(2)** by providing written notice thereof to the Seller, and any Purchased Contract so removed shall be deemed to be an “Excluded Contract” and shall not be deemed to be a “Purchased Contract” or an “Executory Contract” for all purposes under this Agreement without further action by the parties; and (ii) designate any Executory Contract to be a Purchased Contract (even if previously removed from **Schedule 6.2(a)(2)**) by providing written notice thereof to the Seller, and any Executory Contract or Excluded Contract so designated shall be deemed to be a “Purchased Contract” and an “Executory Contract” for all purposes under this Agreement without further action by the parties.

(b) Seller shall give written notice to Buyer prior to submitting any motion in its Bankruptcy Case to assume or reject any Contract related to the Assets together with a copy of the proposed assumption order; provided, however, that in no event shall Seller reject, or seek to reject, any Contract related to the Assets prior to the Closing Date unless prior written approval has been obtained from the Buyer.

(c) To the extent that any Purchased Contract requires the payment of Cure Amounts in order to be assigned to the Buyer and assumed pursuant to Sections 363 and 365 of the Bankruptcy Code, the Cure Amounts related to such Purchased Contract shall be paid by the Buyer. Notwithstanding the foregoing sentence, Buyer shall not be required to pay Cure Amounts for any Purchased Contract where the Buyer is the counter-party to the Purchased Contract; rather, such Cure Amounts shall be treated as a general unsecured claim in the Bankruptcy Case. The Buyer shall not be required to make any payment of Cure Amounts for, or otherwise have any Liabilities with respect to, any Contract that is not a Purchased Contract. The Buyer shall provide adequate assurance of future performance on its behalf and on behalf of its designees as required under the Bankruptcy Code, including Section 365(f)(2)(B) thereof.

**ARTICLE VII
SELLER'S REPRESENTATIONS AND WARRANTIES**

Seller represents and warrants to Buyer as follows:

7.1 Organization and Qualification of Seller. Seller is a limited liability company duly organized, validly existing, and in good standing under the Laws of the state of Colorado and is qualified to conduct business in North Dakota.

7.2 No Conflicts; No Violation. Except for all Customary Post-Closing Consents, any preferential rights to purchase identified in **Schedule 7.9(b)**, Consents identified in **Schedule 7.9(a)**, or the Mortgages, the execution, delivery and performance of this Agreement by Seller or the consummation of the Transaction will not (a) violate any provision of Seller's governing documents, (b) violate, be in conflict with, require any filing with respect to, or result in any acceleration or default under or termination of, any Contract to which Seller is a party and which affects the Assets, (c) create an interest, Claim, lien, burden or Encumbrance (other than a Permitted Encumbrance) on the Assets or trigger an outstanding security interest in or right to buy any of the Assets that will remain in existence after Closing, and (d) violate or be in conflict with any Law applicable to Seller as a party in interest or any of the Assets.

7.3 Authorization and Enforceability. Seller has the requisite limited liability company or partnership power and authority, as applicable, to execute and deliver this Agreement and to consummate the Transaction. The execution, delivery, and performance of this Agreement by Seller have been duly and validly authorized by all necessary action on the part of Seller and, prior to Closing, will be approved by all necessary action of the part of the Bankruptcy Court. This Agreement has been duly executed and delivered by Seller (and all documents required hereunder to be executed and delivered by Seller at Closing will be duly executed and delivered by Seller) and this Agreement constitutes, and at the Closing such documents will constitute, the legal, valid and binding obligations of Seller, enforceable in accordance with their terms, subject, however, to the effects of bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer, fraudulent conveyance, and other Laws for the protection of creditors, as well as to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at Law.

7.4 Liability for Broker's Fees. Seller has not incurred any liability, contingent or otherwise, for brokers' or finders' fees relating to the Transaction for which Buyer shall have any responsibility whatsoever.

7.5 Litigation. Except for the Bankruptcy Case, there are no actions, suits, or proceedings pending or, to Seller's Knowledge threatened in writing, against Seller and affecting the Assets, and which, if determined adversely, would affect Seller's ability to consummate the Transaction or have a Material Adverse Effect.

7.6 Capital Projects. As of the Execution Date, **Schedule 7.6** is a list and description of all capital projects in progress affecting the Properties, and associated costs or estimates thereof, to the extent such costs or estimates exceed \$25,000 per Well or project net to Seller's interest (the "**Capital Projects**"). As of the Execution Date, all other outstanding authorities for expenditures or other current commitments relating to the Properties ("**AFEs**") that, in each case, will be binding upon Buyer or the Properties after the Effective Time are also set forth in **Schedule 7.6**, other than any AFEs outstanding as of the Execution Date that do not exceed \$25,000. Buyer acknowledges that the amounts shown on **Schedule 7.6** other than any AFEs outstanding as of the Execution Date that do not exceed \$25,000 with

respect to such Capital Projects or AFEs are estimates and Seller makes no representation or warranty concerning the accuracy of such amounts.

7.7 Material Agreements.

(a) **Exhibit C** sets forth all of the Applicable Contracts of the type described below (collectively, the “**Material Agreements**”):

(1) any Applicable Contract that can reasonably be expected to result in payments by Seller or proceeds to Seller of more than \$25,000 during the current or any subsequent calendar year;

(2) any Applicable Contract that is a Hydrocarbon purchase and sale, transportation, gathering, treating, processing, or similar Contract that cannot be cancelled without penalty on 60 days’ or less notice;

(3) any Applicable Contract that is a farmin or farmout agreement, exploration agreement, participation agreement, or similar agreement (excluding any Tax partnership agreement);

(4) any Applicable Contract that contains an area of mutual interest;

(5) any Applicable Contract that is between Seller, on one hand, and an Affiliate of Seller, on the other hand; or

(6) any Applicable Contract that is an operating agreement, unit agreement, or unit operating agreement.

(b) Except as set forth on **Schedule 7.7(b)**, (i) Seller has not given, and has not received, any unresolved written notice of termination or default with regards to any of the Material Agreements; and (ii) Seller is subject to a valid and binding joint operating agreement with respect to each Well.

7.8 Production Sales Contracts. Except for the Material Agreements, Seller is not obligated under any Contract for the sale of Hydrocarbons from (a) those Assets not operated by Seller or its Affiliates but from which Seller markets its share of production therefrom for its own account, and (b) to Seller’s Knowledge, the Assets not operated by Seller or its Affiliates and from which Seller does not market its share of production therefrom for its own account, in each case, that contains a take-or-pay, advance payment, or prepayment provision.

7.9 Consents to Assign and Preferential Rights to Purchase.

(a) Consents to Assign. Except as set forth on **Schedule 7.9(a)**, there are no Consents that are applicable to the transfer of the Assets to Buyer in connection with the Transaction.

(b) Preferential Rights to Purchase. Except as set forth on **Schedule 7.9(b)** there are no preferential rights to purchase that are applicable to the transfer of the Assets to Buyer in connection with the Transaction.

7.10 Compliance with Laws. Seller has not received a written notice of a violation of any Law that is applicable to the Properties or operations on the Properties and that has not been (or will not be

prior to Closing) corrected or settled. This Section 7.10 does not include any matters with respect to Taxes or Environmental Laws, which matters are addressed exclusively in Section 7.11 and Article V, respectively.

7.11 Tax Matters. All Asset Taxes due with respect to Seller's ownership of the Assets have been paid when due. Seller has filed or will file with appropriate Governmental Authorities all Tax returns and reports required to be filed by Seller in connection with its ownership of the Assets. There are no liens of any Governmental Authorities for Taxes on Seller's interests in the Assets, except for Taxes not yet due and payable. Seller is not a "foreign person" within the meaning of Section 1445 of the Code. None of the Assets are subject to any tax partnership as defined in Section 761 of the Code.

7.12 Non-Consent Elections. Except as set forth on Schedule 7.12, Seller has not elected nor been deemed to have elected as a non-consenting party with respect to any Well, AFE, proposal or other operations with respect to the Properties.

7.13 Imbalances. To Seller's Knowledge and as of the Execution Date, there are no Imbalances associated with the Properties.

7.14 Manager Approval and Recommendation. The manager of Seller has determined that an immediate sale and assignment of the Assets pursuant to this Agreement under Sections 363, 365 and 105 of the Bankruptcy Code is in the best interests of Seller and its creditors.

7.15 Property Expenses. Except as set forth on Schedule 7.15, Seller is current as of the Effective Time, on all Property Expenses related to the Assets.

7.16 Bankruptcy Schedules. The schedules filed in the Bankruptcy Case, as amended, are materially correct.

7.17 Adequate Protection Payments. Seller is current on the monthly \$18,585 adequate protection payments due to BOKF, NA dba Bank of Oklahoma (the "**Adequate Protection Payments**").

7.18 Bankruptcy. The Bankruptcy Case is currently pending before the Bankruptcy Court, and, as a result, the approval of the Bankruptcy Court must be obtained in connection with the execution of this Agreement and the performance by Seller of its obligations under the Agreement.

ARTICLE VIII BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

8.1 Organization and Qualification of Buyer. Buyer is a Colorado limited liability company duly organized, validly existing and in good standing under the Laws of the state of Colorado and is qualified to conduct business in North Dakota.

8.2 No Conflicts; No Violation. Except for Customary Post-Closing Consents, the execution, delivery and performance of this Agreement by Buyer will not (a) violate any provision of Buyer's governing documents, (b) violate, be in conflict with, require any filing with respect to, or result in any acceleration or default under, any Contract to which Buyer is a party, (c) violate or be in conflict with any Law applicable to Buyer, except any matters described in clauses (b), (c) or (d) above which would not

have, individually or in the aggregate, a material adverse effect on Buyer's ability to consummate the Transaction.

8.3 Authorization and Enforceability. Buyer has the requisite limited liability company power and authority to execute and deliver this Agreement and perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement by Buyer have been duly and validly authorized by all necessary action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer (and all documents required under this Agreement to be executed and delivered by Buyer at Closing will be duly executed and delivered by Buyer) and this Agreement constitutes, and at the Closing such documents will constitute, the legal, valid and binding obligations of Buyer, enforceable in accordance with their terms, subject, however, to the effects of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer, and similar Laws for the protection of creditors, as well as to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at Law.

8.4 Liability for Brokers' Fees. Buyer has not incurred any liability, contingent or otherwise, for brokers' or finders' fees relating to the Transaction, and Seller will not have, directly or indirectly, any responsibility, liability, or expense as a result of undertakings or agreements of Buyer, or its Affiliates for broker or finder's fees in connection with this Agreement or the Transaction.

8.5 Bankruptcy. There are no bankruptcy, reorganization, or receivership proceedings pending, being contemplated by or, to Buyer's knowledge, threatened against Buyer.

8.6 Litigation. There are no actions, suits, proceedings, claims or investigations by any person, entity, administrative agency or governmental body pending or, to Buyer's knowledge, threatened in writing, against Buyer before any Governmental Authority that are reasonably likely to adversely affect Buyer's ability (a) to consummate the Transaction or (b) to assume the liabilities (including the Assumed Liabilities) to be assumed by it under this Agreement.

8.7 Consents. There are no consents or other restrictions on assignment, including requirements for consents from third Persons to any assignment (in each case) that would be applicable in connection with the consummation of the Transaction by Buyer.

8.8 Securities Laws, Access to Data and Information. Buyer acknowledges that the Assets are or may be deemed to be "securities" under the Securities Act of 1933, as amended, and certain applicable state securities or Blue Sky Laws and that resale thereof may therefore be subject to the registration requirements of such acts. The Assets are being acquired solely for Buyer's own account for the purpose of investment and not with a view to resale, distribution or granting a participation therein in violation of any securities Laws. Buyer is familiar with the Assets and it is a knowledgeable, experienced and sophisticated investor in the oil and gas business. Buyer understands and accepts the risks and absence of liquidity inherent in ownership of the Assets.

8.9 Financial Resources. Buyer has as of the Execution Date, and will have as of the Closing Date, the financial resources to close the Transaction without any financing contingency and to perform its post-Closing obligations under this Agreement.

8.10 Independent Evaluation. Buyer is experienced and knowledgeable in the oil and gas business and is aware of its risks. In entering into this Agreement, Buyer has relied and will rely solely on the terms of this Agreement and upon its own independent analysis, evaluation and investigation of, and judgment with respect to, the business, economic, legal, Tax, or other consequences of this Transaction, including its estimate and appraisal of the extent and value of the Assets, and the petroleum, natural gas

and other reserves associated with the Assets. Buyer and its Representatives have been given opportunities to examine the Background Materials. Except as expressly provided in this Agreement and Seller's special warranty of title under the Assignment, Seller will not have any liability to the Buyer, its Affiliates, or their respective Representatives resulting from any use prior to Closing, authorized or unauthorized, of the Background Materials or other information relating to the Assets provided by or on behalf of Seller.

ARTICLE IX COVENANTS

9.1 Covenants and Agreements of Seller. Seller covenants with Buyer as follows:

(a) Conduct Prior to Closing.

(1) Buyer acknowledges that, as of the Execution Date, Seller is not the operator of any of the Assets. In light of the foregoing, from and after the Execution Date until the earlier of Closing or the termination of this Agreement under Section 12.1, except as expressly contemplated by this Agreement or as consented to in writing by Buyer, Seller shall, to the extent reasonably within Seller's control, cause the Assets to be operated in a good and workmanlike manner and reasonably consistent with past practices.

(2) From the Execution Date until the earlier of Closing or the termination of this Agreement under Section 12.1, Seller shall: (1) pay or cause to be paid its proportionate share of all costs and expenses incurred in connection with the Assets, (2) except with respect to those Capital Projects and AFEs on Schedule 7.6, notify Buyer of ongoing activities, major capital expenditures, or new AFEs with respect to the Assets in excess of \$25,000 per activity (net to Seller's interest) and (3) continue to pay timely the Adequate Protection Payments.

(b) Restrictions on Conduct. Subject to Section 9.1(a), unless Seller obtains the prior written consent of Buyer to act otherwise, which consent may not be unreasonably withheld, delayed, or conditioned, Seller will use good faith efforts within the constraints of the applicable operating agreements and other Applicable Contract not to:

(1) except for those Capital Projects and AFEs on Schedule 7.6, which Seller may consent to at its sole and exclusive election, (i) propose or commit to any single operation, or series of related operations, reasonably anticipated to require capital expenditures by the owner of the Assets in excess of \$25,000, (ii) make any capital expenditures with respect to any single operation, or series of related operations, in excess of \$25,000 or (iii) propose or make capital expenditures (excluding operations or expenditures that do not meet the thresholds listed in clauses (i) and (ii)) in excess of \$125,000 in the aggregate;

(2) convey or dispose of any part of the Assets (other than replacement of Equipment, sale of Hydrocarbons in the regular course of business, or Leases that have expired by their terms in the regular course of business);

(3) let lapse any of Seller's insurance now in force with respect to the Assets;

(4) modify, or terminate prior to its stated expiration, any Material Agreement;

(5) enter, or agree to enter, into any agreement that, if in existence as of the Execution Date, would be a Material Agreement; or

(6) (i) except in the event of emergency or to preserve any Asset, file or initiate or (ii) waive, release, assign, settle or compromise, in the case of each (i) and (ii), any Claim relating to the Assets, other than Claims or waivers, releases, assignments, settlements or compromises, as applicable, that involve only the payment of monetary damages not in excess of \$25,000 individually or in the aggregate (excluding amounts to be paid under insurance policies).

(c) Records. Seller covenants with Buyer to make originals (and to the extent not available, copies) of the Records available for delivery to Buyer as soon as is reasonably practical after the Closing Date, but in no event later than 10 Business Days after the Closing Date. Seller may retain copies of the Records. Seller shall provide to Buyer the Records as they are currently maintained by Seller. Seller will not have any obligation to manipulate electronic data or otherwise supply to Buyer the Records in a format not currently maintained by Seller.

9.2 Casualty Loss. Prior to Closing, if a portion of the Assets is destroyed by fire, vandalism, theft, or other casualty or is taken in condemnation or under right of eminent domain (“**Casualty Loss**”), Buyer shall purchase the Asset at Closing for the Allocated Value of the Asset reduced by the estimated cost to repair such Asset (with equipment of similar utility) up to the Allocated Value thereof, net of any payments as may be received from Seller’s insurers and the condemning authority, if applicable, and paid to Buyer attributable to any applicable insurance claims and condemnation award made on such Casualty Loss (the net reduction being the “**Net Casualty Loss**”). Seller, at its sole option, may elect to cure such Casualty Loss prior to Closing by replacing (at Seller’s expense and without charge therefor under Section 2.3) any personal property that is the subject of a Casualty Loss with equipment of reasonably equal grade and utility; and if Seller elects to so cure the Casualty Loss, and such Casualty Loss is cured prior to Closing as described above, then the Net Casualty Loss amount will be adjusted to reflect such cure. In each case, Seller shall retain all rights to insurance, condemnation awards, and other claims against third Persons with respect to the casualty or taking except to the extent the Parties otherwise agree in writing.

9.3 Pre-Closing Cash Calls. Buyer agrees that it is in Buyer’s interest to enhance the value of the Assets by drilling additional oil and gas wells on the Lands or lands pooled therewith. Thus, in the event that, with respect to (1) any AFE listed on Schedule 7.6 to which Seller has consented, or (2) any AFE received by Seller after the Execution Date to which Seller has consented with Buyer’s approval, a cash call is due prior to the Closing Date (“**Pre-Closing Cash Call**”), then the following provisions shall apply:

(a) Buyer shall pay each Pre-Closing Cash Call on Seller’s behalf on or before the date on which it is due, whether or not the due date is before or after the Effective Time. No adjustment shall be made to the Initial Purchase Price with respect to any Pre-Closing Cash Call paid by Buyer and, upon the occurrence of Closing Seller shall execute any and all documents reasonably requested by Buyer confirming that Buyer has succeeded to Seller’s interest with respect to each Well for which Buyer paid a Pre-Closing Cash Call (each a “**Buyer-Funded Well**”).

(b) Buyer and Seller agree that, in the event that Closing of the Transaction does not occur, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, each Buyer-Funded Well, for a purchase price equal to the Pre-Closing Cash Call paid by Buyer for such Buyer-Funded Well. Promptly after termination of this Agreement pursuant to Section 12.1, Seller shall execute, acknowledge and deliver to Buyer a wellbore assignment in form mutually acceptable to Seller and Buyer conveying to Buyer each Buyer-Funded Well, with a special warranty of title by, through and under Seller but not

otherwise and with no warranties, express or implied, as to the personal property, fixtures or condition of the wellbore which are conveyed “as is, where is”.

9.4 Confidentiality Agreement. Effective upon Closing, the Confidentiality Agreement dated September 20, 2017, between Coachman Energy Partners LLC, on behalf of itself and Seller, and Buyer (the “*Confidentiality Agreement*”) will be deemed terminated. Notwithstanding anything to the contrary in the Confidentiality Agreement, until Closing the Parties may disclose this Agreement (i) to the extent reasonably necessary to comply with Article VI or Section 4.6, as applicable, and (ii) to Buyer’s actual and potential direct and indirect debt and equity investors, potential direct or indirect transferees of any of the Assets, and to the Affiliates described in Section 16.5, in each case as may be reasonably necessary and subject to the same confidentiality restrictions as are set forth in this Section 9.4.

9.5 Further Assurances. Buyer and Seller shall (i) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement, (ii) provide the other parties with reasonable cooperation and take such actions as such other parties may reasonably request in connection with the consummation of the transactions contemplated by this Agreement, (iii) execute and deliver such additional documents, notices, instruments, assignments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement, (iv) take such actions as may be reasonably necessary or requested to seek and obtain such orders of the Bankruptcy Court in the Bankruptcy Case as may be necessary or useful to effectuate the transactions contemplated by this Agreement; and (v) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement.

ARTICLE X TAX MATTERS

10.1 Allocation and Apportionment of Certain Taxes.

(a) Property Taxes. Property Taxes shall be deemed attributable to the period during which ownership of the applicable Assets gives rise to liability for such Property Taxes, and liability therefor shall be allocated to Seller for pre-Effective Time Property Taxes and to Buyer for post-Effective Time Property Taxes, without duplicating any adjustment to the Initial Purchase Price or the Purchase Price required by Section 2.3. The amount of Property Taxes allocable to Seller for a taxable period beginning before and ending after the Effective Time shall be equal to the amount of such Property Taxes for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the Effective Time and the denominator of which is the number of days in such taxable period. Property Taxes apportioned under this Section 10.1(a) (to the extent applicable and to the extent the actual amounts differ from the estimates included in the Preliminary Settlement Statement and are known at the time of the Final Settlement Statement) shall be accounted for in the Final Settlement Statement. If the actual amounts are not known at the time of the Final Settlement Statement, the amounts shall be re-estimated based on the best information available at the time of the Final Settlement Statement, and such amounts shall thereupon be considered full and final settlement of such Property Taxes without regard to the actual Tax rates or assessments.

(b) Severance Taxes. Severance Taxes shall be deemed attributable to the period during which the production of the Hydrocarbons with respect to such Severance Taxes occurred, and liability therefor shall be allocated to Seller for pre-Effective Time Severance Taxes and to Buyer for post-Effective Time Severance Taxes, without duplicating any adjustment to the Initial Purchase Price or the Purchase Price required by Section 2.3. Severance Taxes for the taxable year 2017 shall be estimated

immediately prior to Closing based on 2016 state of North Dakota (or Montana, as applicable) Severance Tax rates. Severance Taxes apportioned under this Section 10.1(b) (to the extent applicable and to the extent the actual amounts differ from the estimates included in the Preliminary Settlement Statement and are known at the time of the Final Settlement Statement) shall be accounted for in the Final Settlement Statement. If the actual amounts are not known at the time of the Final Settlement Statement, the amounts shall be re-estimated based on the best information available at the time of the Final Settlement Statement, and such amounts shall thereupon be considered full and final settlement of such Severance Taxes without regard to the actual Tax rates or assessments.

10.2 Tax Returns. Seller shall make payment to the appropriate Governmental Authority of all Taxes with respect to the Properties which are required to be paid on or prior to the Closing Date and shall file all Tax Returns that are required to be filed on or prior to the Closing Date (without regard to any extension requested or granted with respect to such Tax Return). Buyer shall file all Tax Returns for Taxes that are required to be filed after the Closing Date. If requested by Buyer, Seller shall assist Buyer with the preparation of any Tax Return relating to Severance Taxes or Property Taxes for any Taxable period that includes the Closing Date.

10.3 Cooperation on Tax Matters. After the Closing Date, each of Buyer and Seller shall:

(a) reasonably assist the other in preparing any Tax Returns with respect to any Tax incurred or imposed, or required to be filed, in connection with the Transaction, and in qualifying for any exemption or reduction in Tax that may be available;

(b) reasonably cooperate in preparing for any audits or examinations by, or disputes with, taxing authorities regarding any Tax incurred or imposed in connection with the Transaction;

(c) make available to the other, and to any taxing authority as reasonably requested, any information, records, and documents relating to a Tax incurred or imposed in connection with the Transaction; *provided, however*, no Party shall be required to provide to the other Party any information, records or documents subject to attorney-client privilege or any information, records, or documents related to Income Taxes; and

(d) provide timely notice to the other in writing of any pending or threatened Tax audit, examination, or assessment that could reasonably be expected to affect the other's Tax liability under applicable Law or this Agreement, and to promptly furnish the other with copies of all correspondence with respect to any such Tax audit, examination, or assessment.

10.4 Allocations for Federal Income Tax Purposes. Prior to Closing, Buyer and Seller shall confer and cooperate in the allocation of the Purchase Price among the Assets in accordance with Section 1060 of the Code and the Treasury Regulations thereunder (and any similar provision of Law, as appropriate) (the "**Tax Allocation**"). Buyer and Seller shall confer and cooperate on any revisions to the Tax Allocation (the "**Revised Allocation**") so as to report any matters related to the Tax Allocation that require updating (including adjustments to the Initial Purchase Price or the Purchase Price) to be consistent with the agreed allocation. Seller and Buyer shall report the Transaction on all Tax Returns, including on Form 8594, in a manner consistent with the Tax Allocation or, if applicable, the Revised Allocation, and the Parties shall not take any position inconsistent therewith upon examination of any Tax Return, in any refund claim, in any litigation, investigation, or otherwise, unless required to do so by applicable Law after notice to and discussions with the other Party, or with such other Party's prior consent.

10.5 Transfer Taxes. All Transfer Taxes shall be paid by Seller when due, and the party required by applicable Law shall file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and, if required by applicable Law, the other Party shall join in the execution of any such Tax Returns and other documentation. The expense of such filings shall be paid by Seller.

10.6 Income Taxes. Each Party shall be responsible for its own Income Taxes.

ARTICLE XI CONDITIONS PRECEDENT TO CLOSING

11.1 Seller's Conditions Precedent to Closing. The obligations of Seller at the Closing are subject to the satisfaction (or waiver in writing by Seller in its sole discretion) at or prior to the Closing of the following conditions precedent:

(a) (1) all representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects (*provided, however*, that any such representation or warranty of Buyer contained in Article VIII that is qualified by a materiality standard shall not be further qualified by materiality for purposes of this Section 11.1(a)) at and as of the Closing in accordance with their terms as if such representations and warranties were remade at and as of the Closing (except to the extent such representations and warranties are made as of a specified date, in which case such representations and warranties shall be true and correct as of such specified date), (2) Buyer shall have performed and satisfied all covenants and agreements required by this Agreement to be performed and satisfied by Buyer at or prior to the Closing in all material respects, and (3) Buyer shall deliver a certificate to Seller confirming the foregoing;

(b) no order shall have been entered by any Governmental Authority having jurisdiction over the Parties or the subject matter of this Agreement that restrains or prohibits the Transaction and that remains in effect at the time of Closing;

(c) Buyer shall be ready, willing, and able to deliver those deliverables specified in Section 13.3 as being delivered by Buyer at the Closing;

(d) a Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order; and

(e) the Cure Amounts shall have been approved by a Final Order of the Bankruptcy Court.

11.2 Buyer's Conditions Precedent to Closing. The obligations of Buyer at the Closing are subject to the satisfaction (or waiver in writing by Buyer in its sole discretion) at or prior to the Closing of the following conditions precedent:

(a) (1) all representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects (*provided, however*, that any such representation or warranty of Seller contained in Article VII that is qualified by a materiality standard shall not be further qualified by materiality for purposes of this Section 11.2(a)) at and as of the Closing in accordance with their terms as if such representations and warranties were remade at and as of the Closing (except to the extent such representations and warranties are made as of a specified date, in which case such representations and warranties shall be true and correct as of such specified date), (2) Seller has performed and satisfied all covenants and agreements required by this Agreement to be performed and satisfied by Seller at or prior

to the Closing in all material respects, and (3) Seller shall deliver a certificate to Buyer confirming the foregoing;

(b) no statute, rule, regulation, executive order, decree, ruling, or preliminary or permanent injunction shall have been enacted, entered, promulgated, or enforced by any United States federal or state court or Governmental Authority that prohibits, restrains, enjoins, or restricts the consummation of the Transaction that has not been withdrawn or terminated;

(c) Seller shall be ready, willing, and able to deliver those deliverables specified in Section 13.3 as being delivered by Seller at the Closing;

(d) a Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order;

(e) the Cure Amounts shall have been approved by a Final Order of the Bankruptcy Court;

(f) Seller shall have complied with its obligations under Section 6.1; and

(g) Seller shall have resolved the title defects on certain assets of Buyer as set forth on Schedule 11.2(g) to Buyer's reasonable satisfaction.

ARTICLE XII TERMINATION

12.1 Termination. This Agreement may be terminated prior to Closing as follows:

(a) by mutual written consent of Seller and Buyer;

(b) subject to Sections 4.5 (*Title Disputed Matters*) and 5.2 (*Environmental Disputed Matters*), by Seller or Buyer, if the Closing does not occur on or before May 31, 2018 (the "**Outside Date**"); or

(c) by either Party in the event that the aggregate of (1) the Title Defect Adjustment, plus (2) the Environmental Defect Adjustment, plus (3) the aggregate Allocated Values of all Assets retained by Seller at Closing (and any Assets sold to third parties under applicable preferential purchase rights) under Section 4.6(a), Section 4.6(b), Section 5.1(c)(2), or Section 5.2(a), plus (4) the aggregate Net Casualty Loss exceeds 20% of the Initial Purchase Price.

12.2 Remedies in the Event of Termination.

(a) Buyer's Breach. If the conditions set forth in Section 11.2 have been satisfied on or before the Scheduled Closing Date and Buyer wrongfully fails to tender performance (other than failure to pay the Closing Amount) at the Scheduled Closing Date, Seller may give written notice of breach to Buyer and if Buyer fails to tender performance within five Business Days following such notice, Seller shall be entitled to pursue any and all remedies available to it at Law or in equity.

(b) Seller's Breach. If the conditions set forth in Section 11.1 have been satisfied on or before the Scheduled Closing Date and Seller wrongfully fails to tender performance at the Scheduled Closing Date or otherwise breaches this Agreement prior to Closing, Buyer may give written notice of

breach to Seller and if Seller fails to tender performance within five Business Days following such notice, Buyer shall be entitled to pursue any and all remedies available to it at Law or in equity.

(c) Termination Pursuant to Section 12.1. If this Agreement is terminated under Section 12.1, this Agreement shall become void and of no further force or effect, except for the provisions of Section 3.2(a) (*Access to Assets*), Section 12.2 (*Remedies in the Event of Termination*), and Article XVI (*Miscellaneous*), all of which shall continue in full force and effect in accordance with their terms. If Buyer or Seller terminates this Agreement under Section 12.1 other than in the circumstances described in Section 12.2(a) or Section 12.2(b), neither Buyer nor Seller shall have any liability to the other Party for termination of this Agreement. Promptly following such termination, all filings, applications, and other submissions made pursuant to the Transaction shall, to the extent practicable, be withdrawn from the Governmental Authority or other Person to which made.

(d) Limitation on Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE BREACH THEREOF OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY OR OTHERWISE, INCLUDING LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTIONS. IN FURTHERANCE OF THE FOREGOING, EACH PARTY RELEASES THE OTHER PARTY AND WAIVES ANY RIGHT OF RECOVERY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY REGARDLESS OF WHETHER ANY SUCH DAMAGES ARE CAUSED BY THE OTHER PARTY'S NEGLIGENCE (AND REGARDLESS OF WHETHER SUCH NEGLIGENCE IS SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE NEGLIGENCE), FAULT, OR LIABILITY WITHOUT FAULT, EXCEPTING ONLY LOSSES RESULTING FROM OR ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING RECOVERY FOR SUCH DAMAGES.

ARTICLE XIII CLOSING

13.1 Closing. The "**Closing**" of the Transaction will be held on or before May 31, 2018 ("**Scheduled Closing Date**"). The Scheduled Closing Date may be extended by mutual agreement of the Parties. The date the Closing actually occurs is called the "**Closing Date**."

13.2 Time and Place of Closing. The Closing shall be held at the offices of Sherman & Howard L.L.C., located at 633 Seventeenth Street, Suite 3000, Denver, Colorado 80202, beginning at 9:00 a.m., Mountain Daylight Time.

13.3 Closing Obligations. At Closing, the following events shall occur, each being a condition precedent to the others and each being deemed to have occurred simultaneously with the others:

(a) Seller shall execute, acknowledge and deliver to Buyer, multiple counterparts of an Assignment, Bill of Sale and Conveyance in the form attached as **Exhibit D**, with a special warranty of title by, through and under Seller but not otherwise and with no warranties, express or implied, as to the personal property, fixtures or condition of the Assets which are conveyed "as is, where is" (the "**Assignment**"), and any applicable forms of any Governmental Authorities, conveying the Assets to Buyer as of the Effective Time;

- (b) Seller and Buyer shall execute the Preliminary Settlement Statement;
- (c) Buyer shall deliver the Closing Amount by wire transfer in immediately available funds to BOKF, NA dba Bank of Oklahoma;
- (d) Buyer shall execute and deliver to Seller the Officer's Certificate dated as of the Closing Date, in form and substance similar to **Exhibit E**;
- (e) Seller shall execute and deliver to Buyer the Officer's Certificate dated as of the Closing Date, in form and substance similar to **Exhibit F**;
- (f) Seller shall execute and deliver to Buyer a Certificate of Non-Foreign Status in the form attached as **Exhibit G**;
- (g) Seller shall deliver to Buyer an opinion from Baker Donelson, Bearman, Caldwell & Berkowitz, PC with respect to the matters contained in Seller's representations in Section 7.1, Section 7.2(a), and Section 7.3 (excluding enforceability);
- (h) Seller shall deliver to Buyer executed letters-in-lieu directing all purchasers of production from the Assets to pay Buyer the proceeds of Hydrocarbons produced from the Assets from and after the Effective Time;
- (i) Seller shall deliver to Buyer certified copies of all orders of the Bankruptcy Court pertaining to the Transaction, including a Sale Order;
- (j) Seller shall deliver to Buyer executed Estoppel Certificates from the operators of the Properties (other than Buyer) stating that Seller is current on its obligations from the time period commencing on the date of the Sale Order is entered and Closing, in the form attached as **Exhibit H**;¹
- (k) Seller shall deliver to Buyer original, executed releases for each of the Mortgages, which shall be in recordable form executed by BOKF, NA dba Bank of Oklahoma and sufficient to release (i) the Assets, and (ii) any interests of Buyer encumbered by such Mortgages; and
- (l) Seller and Buyer shall take such other actions and deliver such other documents as are contemplated by this Agreement.

ARTICLE XIV FINAL SETTLEMENT STATEMENT

14.1 Post-Closing Adjustments. No later than 65 days after Closing (the "**Final Settlement Statement Due Date**"), Seller will prepare and deliver to Buyer, in accordance with GAAP, COPAS, and customary industry accounting practices, the final settlement statement (the "**Final Settlement Statement**") setting forth (a) each adjustment or payment that was not finally determined as of the Closing, (b) showing the calculation of such adjustment and, (c) the final Purchase Price (the "**Final Purchase Price**"). No later than 15 days after receipt of Seller's proposed Final Settlement Statement, Buyer shall deliver to Seller a written report (with supporting documentation) containing any changes that Buyer proposes to make to the Final Settlement Statement. Buyer's failure to deliver to Seller a written

¹ NTD: Provision remains subject to negotiation between Seller and Buyer.

report detailing proposed changes to the Final Settlement Statement by that date shall be deemed an acceptance by Buyer of the Final Settlement Statement as submitted by Seller. The Parties shall agree with respect to the changes proposed by Buyer, if any, no later than 30 days after receipt of Seller's proposed Final Settlement Statement (the "**Dispute Resolution Date**"). The date upon which such agreement is reached or upon which the Final Purchase Price is established shall be herein called the "**Final Settlement Date**." If the Final Purchase Price is more than the Closing Amount, Buyer shall pay Seller the amount of such difference. If the Final Purchase Price is less than the Closing Amount, Seller shall pay to Buyer the amount of such difference. Any payment by a Party shall be made by wire transfer of immediately available funds within five days of the Final Settlement Date. Upon execution of the Final Settlement Statement by the Parties and the payment of the final adjustment amount contemplated by this Section 14.1 by one Party to the other, neither Party shall have any further obligation for any additional adjustments to the Purchase Price under Section 2.3 or other payment on account of the Assets other than pursuant to Article XV. With respect to those ongoing audits identified on Schedule 14.1 that are not resolved on or before the execution of the Final Settlement Statement by the Parties, any adjustments to the Purchase Price shall be made by appropriate payments from Buyer to Seller or from Seller to Buyer, as applicable.

ARTICLE XV RETENTION AND ASSUMPTION OF LIABILITIES

15.1 Buyer's Assumption of Liabilities and Losses. At the Closing, Buyer shall assume and pay, perform, fulfill, and discharge all Losses with respect to the following:

- (a) the ownership or operation of the Assets (including the payment of Property Expenses, which payment is subject, however, to the adjustments to the Initial Purchase Price and the Purchase Price under Sections 2.3 and 14.1), but only to the extent accruing on or after the Effective Time;
- (b) the Assumed Environmental Liabilities;
- (c) to the extent they arose after the Effective Time, the Plugging and Abandonment Obligations; and
- (d) Cure Amounts as provided in Section 6.2(c).

(a) through (d) are, collectively, the "**Assumed Liabilities**"; *provided however*, that the Assumed Liabilities do not include, and Buyer does not assume, any other Losses or Liabilities. By assuming any liabilities or obligations in this Section 15.1, Seller and Buyer do not intend to admit, and are not deemed to have admitted to any third Person, any liability.

15.2 Seller's Retention of Liabilities and Losses. At the Closing, Seller shall retain and pay, perform, fulfill, and discharge all Property Expenses and Losses relating to Seller's ownership of the Assets, which include but are not limited to those arising from or related to the following (collectively, the "**Retained Liabilities**");

- (a) all Seller Taxes;
- (b) any personal injury or death occurring on or attributable to the Assets prior to the Effective Time;

(c) the Excluded Assets (regardless of whether such Losses arose prior to, on, or after the Effective Time);

(d) any Liabilities, commitments or obligations that arise with respect to the Assets or the use thereof on or prior to the Effective Time or relate to periods on or prior to the Effective Time or are to be observed, paid, discharged or performed on or prior to the Closing Date (in each case, including any liabilities that result from, relate to or arise out of tort or other product liability claims) other than, in each case, the Cure Amounts associated with the Purchased Contracts; and

(e) any Claim, action, suit, proceeding, arbitration, investigation or hearing, any tolling, settlement or license agreement with respect to any of the foregoing, or any other activity or procedure, or any notice of any of the foregoing which could result in any judgment, writ, order, injunction, award or decree of any court, judge, justice or magistrate, including any bankruptcy court or judge or the arbitrator in any binding arbitration, and any order of or by any Governmental Authority arising out of or relating to the Assets or the operations and commenced, or related to an event occurring, on or prior to the Closing Date.

By assuming any liabilities or obligations in this Sections 15.1 and 15.2, Seller and Buyer do not intend to admit, and are not deemed to have admitted to any third Person, any liability.

15.3 Excluded Liabilities. Notwithstanding anything to the contrary set forth herein, Buyer shall not assume and shall be deemed not to have assumed, and the Seller shall remain liable with respect to, any and all Liabilities arising out of, relating to or otherwise in respect of the Assets prior to the Effective Time (including the Retained Liabilities), and all Liabilities of any Seller Affiliate, other than the Assumed Liabilities (collectively, the “*Excluded Liabilities*”). Without limiting the foregoing, for the avoidance of doubt, and except to the extent that any of the following constitute an Assumed Liability, Buyer shall not be obligated to assume, and does not assume, and hereby disclaims all of the Excluded Liabilities, including all of the following Liabilities of Seller and its Affiliates (each of which shall constitute an Excluded Liability hereunder):

(a) all Liabilities arising out of or relating to the business, the Assets or the ownership, operation or conduct thereof;

(b) all Liabilities arising out of or relating to the Excluded Assets, including Contracts that are not Purchased Contracts, or the ownership, operation or conduct thereof;

(c) all Environmental Liabilities other than the Assumed Environmental Liabilities; provided, however, that nothing in this Agreement shall: (A) release, nullify, or enjoin the enforcement of any Liability to a governmental body under Environmental Laws (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) that any entity would be subject to as the owner, lessor, lessee, or operator of any Asset after the Effective Time; or (B) in any way diminish the obligations of the Seller to comply with Environmental Laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code;

(d) except as otherwise expressly provided in this Agreement with respect to Taxes, all Liabilities for Taxes of Seller and its Affiliates and all liability for Taxes in respect of the Assets that are attributable to any period, or portion thereof, on or before the Effective Time;

(e) all Liabilities arising as a result of any Legal Proceedings, whether initiated prior to or following the Effective Time, to the extent related to Seller’s business or the Assets on or prior to the Effective Time, including any actions for breach of contract, product liability or any tort actions;

(f) all Liabilities: (i) existing prior to the filing of the Bankruptcy Case that are subject to compromise under the Bankruptcy Case, other than the Cure Amounts associated with the Purchased Contracts; and (ii) to the extent not otherwise expressly assumed by Buyer herein, incurred subsequent to the filing of the Bankruptcy Case;

(g) for the avoidance of doubt, all Retained Liabilities;

(h) all Liabilities relating to any theories of law or equity involving successors or transferees; and

(i) all liability, warranty and similar claims for damages or injury to person or property and all other Liabilities, regardless of when made or asserted, to the extent arising out of or incurred in connection with the conduct of Seller's business, on or before the Effective Time.

15.4 Reservation as to Third-Parties. Nothing herein is intended to limit or otherwise waive any recourse Buyer or Seller may have against any third Person for any obligations or liabilities that may be suffered or incurred with respect to the Assets.

15.5 Effect of Knowledge of Breach of Representation or Warranty. Subject to Buyer's rights to terminate this Agreement or in connection with the failure of any closing condition set forth under Section 11.2 above, which rights are not restricted by this Section 15.5, no Party to this Agreement may pursue any remedy for the breach of any representation or warranty of the other Party in Articles VII or VIII, as applicable, to the extent (a) such Party had knowledge of such breach as of the time such Party executed and delivered this Agreement, or (b) such Party proceeded to Closing having knowledge that a representation or warranty made by the other Party is inaccurate and did not notify the other Party of the inaccuracy of the applicable representation or warranty or expressly waived such breach.

ARTICLE XVI MISCELLANEOUS

16.1 Expenses. Except as otherwise specifically provided in this Agreement, all fees, costs and expenses incurred by Buyer or Seller in negotiating this Agreement or in consummating the Transaction shall be paid by the Party incurring the same, including engineering, land, title, legal and accounting fees, consultant, and other professional costs and expenses.

16.2 Notices. All notices and communications required or permitted under this Agreement shall be in writing and addressed as set forth below. Any communication or delivery under this Agreement shall be deemed to have been duly made and the receiving Party charged with notice (a) if personally delivered, when received, or (b) if sent by overnight courier, one Business Day after sending. All notices must be addressed as follows:

If to Seller:

Bakken Income Fund LLC
c/o Coachman Energy
5251 DTC Parkway, Suite 200
Greenwood Village, Colorado, 80111
Attn: Randy Kenworthy
Fax: 303-534-0256
E-Mail: randy.kenworthy@coachmanenergy.com

If to Buyer:

Zavanna, LLC
1200 17th Street, Suite 1100
Denver, CO 80202
Attn: Ryan T. Kackley
General Counsel & Vice President-Land
E-Mail: rkackley@zavanna.com

With a copy to (which will not constitute notice):

Sherman & Howard L.L.C.
633 17th Street, Suite 3000
Denver, CO 80202
Attn: Gregory J. Ramos
E-Mail: gramos@shermanhoward.com

Any Party may, by written notice so delivered to the other Party, change the address or individual to which delivery shall thereafter be made.

16.3 Amendments. Except with respect to a Party's notice information under Section 16.2, this Agreement may not be amended nor any rights under this Agreement waived except by an instrument in writing signed by the Party to be charged with such amendment or waiver and delivered by such Party to the Party claiming the benefit of such amendment or waiver.

16.4 Waiver. No Party shall be deemed to have waived or discharged any claim arising out of this Agreement, or any power, right, privilege, remedy, or condition under this Agreement, unless the waiver or discharge of such claim, power, right, privilege, remedy, or condition is expressly set forth in a written instrument duly executed and delivered by or on behalf of the Party against whom the waiver or discharge is sought to be enforced. A waiver or discharge made on one occasion or a partial waiver or discharge of any power, right, privilege, remedy, or condition shall not preclude any other or further exercise or enforcement of such power, right, privilege, or remedy or requirement to satisfy such condition. No failure or delay on the part of any Party to exercise or enforce any power, right, privilege, or remedy under this Agreement or to require the satisfaction of any condition under this Agreement and no course of dealing between the Parties shall operate as a waiver, discharge, or estoppel of any such power, right, privilege, remedy, or condition.

16.5 Assignment. Neither Party may assign this Agreement or any of its rights or interests under this Agreement, or delegate any of its obligations or liabilities under this Agreement, without the prior written consent of the other Party, which consent may be withheld in each such Party's sole and absolute discretion and may be conditioned on the receipt of a written assumption of such obligations from the delegate. Any such purported assignment or delegation is void. Notwithstanding the foregoing, Buyer may, with or without Seller's consent, assign some or all of its rights or interests under this Agreement, or delegate some or all of its obligations or liabilities under this Agreement to one or more Affiliates; provided, however, that Buyer shall remain liable under this Agreement following any such assignment or delegation.

16.6 Announcements. Neither Party nor any of such Party's Affiliates may issue any press release or other public announcement, or public statement or public comment in response to any inquiry, relating to this Agreement or the Transaction, without the consent of the other Party, as the case may be. Notwithstanding the foregoing:

(a) a press release or other public announcement, regulatory filing, statement or comment made without such consent shall not be in violation of this Section 16.6 if it is made in order to comply with applicable Laws or stock exchange rules and in the reasonable judgment of the Party or Affiliate making such release or announcement, based upon advice of counsel, prior review and joint approval, despite reasonable efforts to obtain the same, would prevent dissemination of such release or announcement in a sufficiently timely fashion to comply with such applicable Laws or rules;

(b) in all instances Buyer, on the one hand, or Seller, on the other hand, shall provide prompt notice of any such release, announcement, statement or comment to the other Party and shall provide the other Party with the opportunity to provide comments with respect to such proposed press release or publicity (which such comments shall be considered in good faith by the proposing Party); and

(c) Seller is permitted to issue a press release after the Closing provided Seller (1) will not use Buyer or any of Buyer's Affiliates names or identifying information without Buyer's prior written consent and (2) will provide Buyer with a copy of such press release.

16.7 Counterparts. This Agreement may be executed by Buyer and Seller in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or by electronic image scan transmission in .pdf format shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or electronic image scan transmission in .pdf format are deemed to be their original signatures for all purposes. Any Party that delivers an executed counterpart signature page by facsimile or by electronic scan transmission in .pdf format shall promptly thereafter deliver a manually executed counterpart signature page to each of the other Party; *provided, however*, that the failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement.

16.8 Governing Law. This Agreement and this Transaction and any arbitration or dispute resolution conducted pursuant hereto shall be construed in accordance with, and governed by, the Laws of the state of Colorado without reference to the conflict of Laws principles thereof; *provided, however*, that all instruments under which real property is transferred shall be governed by the Laws of the state in which the applicable real property is located.

16.9 Entire Agreement. This Agreement, including the Exhibits and Schedules, constitutes the entire understanding among the Parties with respect to the subject matter of this Agreement, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter.

16.10 Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

16.11 Survival.

(a) Expiration of Representations and Warranties. The representations and warranties of Seller in Article VII and Buyer in Article VIII shall expire and terminate on the Closing Date.

(b) Covenants. All covenants and performance obligations of Seller and Buyer set forth in this Agreement shall survive the Closing and remain in full force and effect until fully performed.

16.12 No Third-Party Beneficiaries. This Agreement is intended to benefit only the Parties and their respective successors and permitted assigns.

16.13 Time of the Essence. Time is of the essence in this Agreement.

16.14 No Partnership; No Fiduciary Duty. This Agreement shall not create and it is not the purpose or intention of the Parties to create any partnership, mining partnership, joint venture, general partnership, or other partnership relationship and none shall be inferred, and nothing in this Agreement shall be construed to establish a fiduciary relationship between the Parties for any purpose.

16.15 Other Contract Interpretation.

(a) Headings. The headings of the Articles and Sections of this Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of this Agreement.

(b) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transaction is not affected in any adverse manner to Seller or Buyer. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the Transaction is fulfilled to the greatest extent possible.

(c) Miscellaneous Interpretation. When a reference is made in this Agreement to Articles, Sections, Exhibits or Schedules, such reference will be to an Article, Section, Exhibit or Schedule to this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” Unless the context otherwise requires, (1) “or” is disjunctive but not necessarily exclusive, (2) words in the singular include the plural and vice versa, (3) the words “herein,” “hereof,” “hereby,” “hereunder” and words of similar nature refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited, and (4) the use in this Agreement of a pronoun in reference to a Party includes the masculine, feminine or neuter, as the context may require. If the date of performance falls on a day that is not a Business Day, then the actual date of performance will be the next succeeding day that is a Business Day.

16.16 JURY WAIVER. IN ENTERING INTO THIS AGREEMENT, THE PARTIES ARE KNOWINGLY AND VOLUNTARILY WAIVING THEIR RIGHTS TO A TRIAL BY JURY.

[Signature page follows.]

The Parties have executed this Agreement on the Execution Date.

SELLER

BAKKEN INCOME FUND LLC

By: Coachman Energy Managing General Partners LLC,
General Partner

By: _____
Name: Randall D. Kenworthy
Title: CEO

BUYER

ZAVANNA, LLC

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO
PURCHASE AND SALE AGREEMENT

Annex I

“*AAA*” means the Arbitration Association of America.

“*AAA Rules*” is defined in Section 4.5(b).

“*Adequate Protection Payments*” is defined in Section 7.17.

“*AFEs*” is defined in Section 7.6.

“*Affiliate*” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person. As used in this definition, the term “*control*” and its derivatives means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise, or has the power to appoint 50% or more of the governing body of such Person.

“*Agreement*” is defined in the Preamble.

“*Allocated Value*” is defined in Section 2.2.

“*Applicable Contracts*” means all Contracts to which Seller or Seller’s predecessor in title is a party and by which any Asset is bound; provided, however, that the term “Applicable Contracts” does not include the Leases, the Surface Contracts, or any Contract comprising any part of the Excluded Assets.

“*Assets*” is defined in Section 1.2.

“*Asset Taxes*” means all Property Taxes and Severance Taxes.

“*Assignment*” is defined in Section 13.3(a).

“*Assumed Environmental Liabilities*” means all Losses (including Remediation Costs, and any damage to natural resources (including soil, air, surface water, or groundwater) and expenses for the assessment, modification, repair, remediation, or replacement of facilities on the Properties) brought or assessed by any and all Persons relating to (a) environmental conditions in, on or under the Assets, (b) the presence, disposal, or Release of any Hazardous Substances of any kind in, on, or under the Assets, (c) the disposal or transportation of any Hazardous Substances from any of the Assets to any location not on the Assets, and (d) any matters described in Section 5.4, which, with respect to clauses (a), (b), (c), or (d) arise after the Effective Time.

“*Assumed Liabilities*” is defined in Section 15.1.

“*Background Materials*” are the Records, data room materials, and other materials made available to Buyer by Seller, including documents reflecting (1) indices, compilations, or summaries of other documents; (2) reserve estimates, engineering, geological, geophysical, or other interpretive information; or (3) projections, predictions, or other estimation of future events.

“*Bankruptcy Code*” has the meaning set forth in the Recitals.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the District of Colorado and, with respect to an appeal from any order or determination of such court, any court having jurisdiction over such appeal.

“**Burdens**” means for the time period after the Effective Time, any royalties (including landowner’s, overriding, and nonparticipating), net profits interests, production payments, or other similar burdens measured by or payable out of production of Hydrocarbons, including those due on, attributable to, or alleged to be due on flared Hydrocarbons (if any) from the Assets.

“**Business Day**” means a day (other than a Saturday or Sunday) on which commercial banks in Colorado are generally open for business.

“**Buyer**” is defined in the Preamble.

“**Buyer-Funded Well**” is defined in Section 9.3(a).

“**Capital Projects**” is defined in Section 7.6.

“**Casualty Loss**” is defined in Section 9.2.

“**Chapter 11 Case**” has the meaning set forth in the Recitals.

“**Claim**” means any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

“**Closing**” is defined in Section 13.1.

“**Closing Amount**” is defined in Section 2.3(b).

“**Closing Date**” is defined in Section 13.1.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Confidentiality Agreement**” is defined in Section 9.4.

“**Consent**” means, other than any preferential purchase right, any consents to assignment or other similar restrictions on assignment, in each case, that would be applicable in connection with the transfer of the Assets to Buyer or the consummation of the Transaction by Seller.

“**Contracts**” means any written or oral contract, agreement, lease, mortgage, franchise, license agreement, purchase order, binding bid, commitment, debt instrument or any other legally binding arrangement, including farmin and farmout agreements; participation, exploration and joint development agreements, crude oil, condensate, natural gas, or other Hydrocarbon purchase and sale, gathering, transportation, and marketing agreements, acreage contribution agreements, area of mutual interest agreements, operating agreements, balancing agreements, unitization, pooling and communitization agreements, processing agreements, Hydrocarbon balancing agreements, Hydrocarbon storage agreements, facilities or equipment leases, production handling agreements, hedging agreements, and other similar agreements or contracts.

“**COPAS**” means the Council of Petroleum Accountant Societies of North America.

“**Cure Amounts**” means amounts that must be paid and obligations that must be satisfied under Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and assignment of any Purchased Contract.

“**Customary Post-Closing Consents**” means the consents and approvals from Governmental Authorities for the assignment of the Assets to Buyer that are customarily obtained after the assignment of properties similar to the Assets.

“**Defect Notice Date**” means 5:00 p.m., Mountain Daylight Time, on May 31, 2018.

“**Defensible Title**” is defined in Section 4.1(c).

“**Dispute**” means any dispute, controversy or claim (of any and every kind or type, whether based on contract, tort, statute, regulation or otherwise) arising out of, relating to or connected with this Agreement or the Transaction, including any dispute, controversy or claim concerning the existence, validity, interpretation, performance, breach, or termination of this Agreement, the relationship of the Parties arising out of this Agreement, or the Transaction.

“**Dispute Resolution Date**” is defined in Section 14.1.

“**Effective Time**” is defined in Section 1.4.

“**Encumbrances**” as applied to any Person means, with respect to any property or asset, any mortgage, deed of trust, lien (statutory or otherwise, and including as defined in Section 101(37) of the Bankruptcy Code), pledge, hypothecation, security interest, Claim, encumbrance, covenant, condition, encroachment or other survey defect, charge, pledge, easement, instrument, preference, priority, option, conditional sale agreement, covenant, condition or other similar restriction (including restrictions on transfer or use), any other right of a third party (including purchase rights, rights of first offer or refusal and drag or tag along rights) or any other interest in property, of any kind or nature, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown, whether legal or equitable in nature, whether contractual, statutory or common law in origin.

“**Environmental Arbitrator**” is defined in Section 5.2(b)(2).

“**Environmental Assessment**” is defined in Section 3.2(a).

“**Environmental Consultant**” is defined in Section 5.1(a).

“**Environmental Defect**” is defined in Section 5.3.

“**Environmental Defect Adjustment**” is defined in Section 5.1(c)(1).

“**Environmental Defect Notice**” is defined in Section 5.3.

“**Environmental Defect Property**” is defined in Section 5.1(b).

“**Environmental Defect Threshold**” is defined in Section 5.3.

“*Environmental Disputed Matters*” is defined in Section 5.2(b).

“*Environmental Law*” is defined in Section 5.3.

“*Equipment*” is defined in Section 1.2(d).

“*Excluded Assets*” is defined in Section 1.3.

“*Excluded Contracts*” means any Contract that is not an Asset.

“*Excluded Liabilities*” is defined in Section 15.3.

“*Execution Date*” is defined in the Preamble.

“*Executory Contract*” is defined in Section 6.2(a).

“*Final Order*” means an order or determination by the Bankruptcy Court or other regulatory authority (a) that is not reversed, stayed, enjoined, set aside, annulled, or suspended within the deadline, if any, provided by applicable statute or regulation, (b) with respect to which no request for stay, motion or petition for reconsideration, application or request for review, or notice of appeal or other judicial petition for review that is filed within such period is pending, and (c) as to which the deadlines, if any, for filing any such request, motion, petition, application, appeal or notice, and for the entry by the applicable regulatory authority of orders staying, reconsidering, or reviewing on its own motion have expired.

“*Final Purchase Price*” is defined in Section 14.1.

“*Final Settlement Date*” is defined in Section 14.1.

“*Final Settlement Statement*” is defined in Section 14.1.

“*Final Settlement Statement Due Date*” is defined in Section 14.1.

“*GAAP*” mean generally accepted accounting principles in the United States, consistently applied.

“*Governmental Authority*” means (a) any federal, state, local, municipal, tribal or other government, (b) any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or other taxing power, and (c) any court or governmental tribunal.

“*Hazardous Substances*” is defined in Section 5.3.

“*Hydrocarbons*” is defined in Section 1.2(c).

“*Imbalance*” means over-production or under-production or over-deliveries or under-deliveries, as applicable, on account of (a) any imbalance at the wellhead between the amount of Hydrocarbons produced from a Well and allocable to the interests of Seller therein and the shares of production from the relevant Well that are actually taken by or delivered to or for the account of Seller and (b) any marketing imbalance between the amount of Hydrocarbons required to be delivered by or to Seller under any Applicable Contracts relating to the purchase and sale, gathering, transportation, storage, treating,

processing, or marketing of Hydrocarbons and the Hydrocarbons actually delivered by or to Seller under any such Applicable Contracts.

“**Income Taxes**” means all Taxes based upon, measured by, or calculated with respect to (a) gross or net income or gross or net receipts or profits (including franchise Tax and any capital gains, alternative minimum Taxes, net worth and any Taxes on items of Tax preference, but not including sales, use, goods and services, Property Taxes, personal property transfer, excise, Severance or other similar Taxes), (b) multiple bases (including corporate franchise, doing business or occupation Taxes) if one or more of the bases upon which such Tax may be based upon, measured by, or calculated with respect to, is described in clause (a) above, or (c) withholding Taxes measured with reference to or as a substitute for any Tax described in clauses (a) or (b) above, and (d) and any penalties, additions to Tax, and interest levied or assessed with respect to a Tax described in (a), (b), or (c).

“**Individual Title Threshold**” is defined in Section 4.4.

“**Initial Purchase Price**” is defined in Section 2.1.

“**Knowledge**” means with respect to Seller, the actual knowledge of Randy Kenworthy, Michelle Malloy or Jason Fox.

“**Lands**” is defined in Section 1.2(a).

“**Law**” means any applicable statute, law (including common law), rule, regulation, requirement, ordinance, order, code, ruling, writ, injunction, decree, or other official act of or by any Governmental Authority.

“**Leases**” is defined in Section 1.2(a).

“**Liability**” means any debt, loss, liability, claim (including “claim” as defined in the Bankruptcy Code), setoff, recoupment, credit, successor liability claim, commitment, undertaking, promise, obligation, damage, Tax, expense, fine, penalty, cost, royalty, deficiency or obligation (including those arising out of any action, such as any settlement or compromise thereof or judgment or award therein), of any nature, whether known or unknown, disclosed or undisclosed, express or implied, primary or secondary, direct or indirect, matured or unmatured, determined or undeterminable, on or off balance sheet, fixed, absolute, contingent, accrued or unaccrued, liquidated or unliquidated, or otherwise and whether due or to become due, and whether in contract, tort, strict liability or otherwise, and whether or not resulting from third party claims.

“**Losses**” and “**Loss**” means any and all, claims, damages, deficiencies, Taxes, penalties, fines, obligations, responsibilities, liabilities, payments, charges, losses, costs, and expenses (including costs and expense of operating the Assets). Losses for purposes of Article XV shall be subject to the limitations set forth in Section 12.2(d).

“**Material Adverse Effect**” means any adverse effect on the ownership, operation or value of the Assets, as currently operated, which is material to the ownership, operation or value of the Assets, taken as a whole; *provided, however*, that “Material Adverse Effect” does not and will not include general changes in industry or economic conditions, changes resulting from a change in commodity prices, changes in Laws or in regulatory policies, changes in GAAP or COPAS, changes or conditions resulting from civil unrest or terrorism or acts of God or natural disasters, change or conditions resulting from the failure of a Governmental Authority to act or omit to act under Law or changes or conditions that are cured or eliminated without cost to Buyer by Closing.

“**Material Agreements**” is defined in Section 7.7(a).

“**Mortgages**” means (i) that certain Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement from Seller to BOKF, NA dba Bank of Oklahoma dated July 7, 2014 and recorded in McKenzie County, North Dakota under Reception Number 470047; and (ii) that certain Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement from Seller to BOKF, NA dba Bank of Oklahoma dated July 7, 2014 and recorded in Williams County, North Dakota under Reception Number 790218.

“**Net Acre**” means, as computed separately with respect to each Lease, (a) the number of gross acres in the lands covered by such Lease, *multiplied by* (b) the interest in oil, gas and other minerals covered by such Lease in such lands, *multiplied by* (c) the WI for such Lease as set forth on Exhibit A; *provided* that if items (b) and/or (c) vary as to different areas of such lands (including depths) covered by such Lease, a separate calculation shall be done for each such area.

“**Net Casualty Loss**” is defined in Section 9.2.

“**NORM**” is defined in Section 5.3.

“**NRF**” means, with respect to a Lease or a Well set forth on Exhibit B-1, the interest in and all Hydrocarbons produced, saved, and marketed from or allocated to such Lease or Well, as applicable, after giving effect to all Burdens.

“**Outside Date**” is defined in Section 12.1(b).

“**Parties**” and “**Party**” are defined in the Preamble.

“**Permitted Encumbrances**” is defined in Section 4.1(d).

“**Petition**” has the meaning set forth in the Recitals.

“**Person**” means any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, Governmental Authority, or any other entity.

“**Plugging and Abandonment Obligations**” means any and all responsibility and liability for the following, arising out of or relating to the Assets, whether before, on or after the Effective Time: (a) the necessary and proper plugging, replugging and abandonment of the Wells; (b) the necessary and proper removal, abandonment, and disposal of all structures, pipelines, equipment, operating inventory, abandoned property, trash, refuse, and junk located on or comprising part of the Assets; (c) the necessary and proper capping and burying of all associated flow lines located on or comprising part of the Assets in connection with any plugging, replugging or abandonment of the Wells; (d) to the extent not covered by clause (b) above, the necessary and proper removal, abandonment and decommissioning of any facilities comprising part of the Assets; and (e) the necessary and proper restoration of the surface and subsurface of the Properties included in the Assets (including any required reclamation) to the condition required by applicable Laws of any Governmental Authority and contracts.

“**Pre-Closing Cash Call**” is defined in Section 9.3.

“**Preliminary Settlement Statement**” is defined in Section 2.3(b).

“**Properties**” is defined in Section 1.2(b).

“**Property Expenses**” is defined in Section 2.3(c).

“**Property Taxes**” means all ad valorem, real property, personal property, and all other Taxes and similar obligations, and any penalties, additions to Tax, and interest levied or assessed thereon, assessed against the Properties or based upon or measured by the ownership of the Properties, but not including Income Taxes, Severance Taxes and Transfer Taxes.

“**Purchased Contracts**” means any Contract that is set forth on Schedule 6.2(a)(2), as such may be amended.

“**Purchase Price**” is defined in Section 2.1.

“**Records**” is defined in Section 1.2(h).

“**Rejection Notice**” is defined in Section 5.2(a).

“**Release**” is defined in Section 5.3.

“**Remediate**” and “**Remediation**” are defined in Section 5.3.

“**Remediation Costs**” is defined in Section 5.3.

“**Representatives**” means any stockholders, members, managers, officers, directors, employees, agents, and representatives of a Party.

“**Required Consent**” means a Consent that (a) if not obtained by Closing, would invalidate the conveyance of the Assets by its express terms with words such as “the failure to obtain such consent will void the assignment”, or (b) if not obtained by Closing, would provide the holder thereof with the right to terminate the instrument giving rise to such Consent; *provided, however*, that Customary Post-Closing Consents and Consents that by their terms cannot be unreasonably withheld and that do not specifically and expressly invalidate the conveyance or provide the holder thereof with the right to terminate the instrument giving rise to such Consent are not Required Consents.

“**Restricted Asset**” is defined in Section 4.6(a).

“**Retained Liabilities**” is defined in Section 15.2.

“**Revised Allocation**” is defined in Section 10.4.

“**Sale Order**” means an order entered by the Bankruptcy Court:

(v) that was on appropriate notice to all parties entitled to notice of the motion to approve the sale of the Assets, this Agreement or the transactions contemplated hereby;

(w) that is a Final Order;

(x) that is in form and substance acceptable to the Buyer in its sole discretion; and

(y) that provides, at least, the following: (i) approval of this Agreement; (ii) authorization of the sale of the Assets to the Buyer pursuant to this Agreement and sections 363 and 365 of the Bankruptcy Code free and clear of all Encumbrances and all Liabilities of any kind or nature

whatsoever, whether at law or in equity, including without limitation, free and clear of any rights or claims based on theories of transferee or successor liability under any applicable Law, whether arising before or after the filing of the petitions for relief under Chapter 11 of the Bankruptcy Code on the Petition Date, save and excepting only those Liabilities expressly assumed by the Buyer in writing under this Agreement and Permitted Encumbrances; (iii) the Buyer is not a successor to the Seller; (iv) the Buyer and the Seller have acted in “good faith” within the meaning of and are entitled to the protections of section 363(m) of the Bankruptcy Code; (v) this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm’s length bargaining positions; (vi) authorization of the assumption and assignment of the Assets listed in Sections 1.2(e), 1.2(g) and 1.2(h) in this Agreement pursuant to sections 363 and 365 of the Bankruptcy Code; and (vii) this Agreement and the transactions contemplated hereby may, subject to the terms set forth herein, be specifically enforced against and binding upon, and not subject to rejection or avoidance by Seller or its respective estate or any Chapter 7 or Chapter 11 trustee of the Seller or other representative of its respective estate; provided, however, that the sale of the Assets shall be free and clear of the Mortgages only if (a) BOKF, NA dba Bank of Oklahoma has been paid the Closing Amount no later than May 31, 2018, and (b) Seller paid timely all Adequate Protection Payments.

“**Scheduled Closing Date**” is defined in Section 13.1.

“**Seller**” is defined in the Preamble.

“**Seller Indemnified Parties**” means Seller, its Affiliates, its and their Representatives, and each such Person’s successors and assigns.

“**Seller Taxes**” means any (a) Income Taxes imposed by any applicable Law on Seller, Seller’s Affiliates or any consolidated, combined or unitary group of which Seller is or was a member; (b) any Asset Taxes allocable to Seller under Section 10.1 (taking into account, and without duplication of, (1) such Asset Taxes effectively borne by Seller as a result of the adjustments to the Initial Purchase Price or the Purchase Price made under Section 2.3, and (2) any payments made from one Party to the other in respect of Asset Taxes); and (c) any Taxes (other than Income Taxes and Asset Taxes) attributable to the ownership or operation of the Assets prior to the Effective Time, except to the extent such Taxes resulted in a downward adjustment to the final determination of the Final Purchase Price under Section 14.1.

“**Severance Taxes**” means all extraction, production, excise, net proceeds, severance, windfall profit and all other Taxes and similar obligations, and any penalties, additions to Tax, and interest levied or assessed thereon, with respect to the Properties that are based upon or measured by the production of Hydrocarbons or the receipt of proceeds therefrom (including such Taxes on flared Hydrocarbons (if any), but not including Property Taxes, Income Taxes, and Transfer Taxes.

“**Supporting Documentation**” is defined in Section 4.2(c).

“**Surface Contracts**” is defined in Section 1.2(e).

“**Tax**” or “**Taxes**” means (a) all federal, state, local, and foreign income, profits, franchise, sales, use, ad valorem, property, severance, production, excise, stamp, documentary, real property transfer or gain, gross receipts, goods and services, registration, capital, transfer, or withholding taxes or other governmental fees or charges imposed by any Governmental Authority, including any interest, penalties or additional amounts which may be imposed with respect thereto, and (b) all payments or remittances required to be made under any escheat or unclaimed property Laws.

“**Tax Allocation**” is defined in Section 10.4.

“**Tax Return**” means any and all returns, reports, information returns, declarations, statements, certificates, bills, schedules, Claims for refund or other written information of or with respect to any Tax, including any and all work papers, attachments, amendments, and supplements thereto.

“**Title Arbitrator**” is defined in Section 4.5(b).

“**Title Defect**” is defined in Section 4.2(a).

“**Title Defect Adjustment**” is defined in Section 4.2(d).

“**Title Defect Notice**” is defined in Section 4.2(c).

“**Title Defect Property**” is defined in Section 4.2(c).

“**Title Defect Amount**” is defined in Section 4.2(b).

“**Title Disputed Matters**” is defined in Section 4.5(a).

“**Transaction**” is defined in Section 2.1.

“**Transfer Taxes**” means any sales, use, excise, stock, stamp, document, filing, recording, registration, authorization and similar Taxes, fees and charges, and any penalties, additions to Tax, and interest levied or assessed thereon (but not including Severance Taxes or Income Taxes) that are incurred and imposed upon, or with respect to, the Transaction.

“**Treasury Regulations**” means the regulations promulgated by the United States Department of the Treasury under and in respect of any provision of the Code. All references in this Agreement to sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar, substitute, temporary or final Treasury Regulations.

“**Unit**” means any approved spacing unit as defined by the North Dakota Industrial Commission.

“**Wells**” is defined in Section 1.2(b).

“**WP**” means, with respect to a Lease or Well set forth on Exhibit B-1, the interest in and to such Lease or Well that is burdened with the obligation to bear and pay costs and expenses of maintenance, development, and operations on or in connection with such Lease or Well, but without regard to the effect of Burdens.

EXHIBIT 1 – PART 2

**SELLER'S DISCLOSURE SCHEDULE
AND EXHIBITS
TO
PURCHASE AND SALE AGREEMENT
by and between
BAKKEN INCOME FUND LLC ("Seller")
and
ZAVANNA LLC ("Buyer")
Dated as of April __, 2018**

**[REFER TO PURCHASE AND SALE AGREEMENT FOR DEFINITIONS OF
UNDEFINED CAPITALIZED TERMS USED HEREIN.]**

EXHIBIT A

Land; Leases

- See attached.

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
David Allen Panasuk and Linda M. Panasuk, husband and wife	Diamond Resources, Inc.	12-May-05	60923	28N	59E	33	NE4NW4	Roosevelt	MT	40
Aloha Eads, a widow	Diamond Resources, Inc.	25-May-05	60944	28N	59E	33	SE4NW4	Roosevelt	MT	40
Aloha Eads, a widow	Diamond Resources, Inc.	25-May-05	60944	28N	59E	33	W2NE4	Roosevelt	MT	80
Jacqueline A. Dye, a widow	Diamond Resources, Inc.	9-Nov-04	60945	28N	59E	33	NE4NE4 less 1 acre MFD in BK 18 PG 160	Roosevelt	MT	40
Jacqueline A. Dye, a widow	Diamond Resources, Inc.	9-Nov-04	60945	28N	59E	33	SE4NE4	Roosevelt	MT	40
Romana Curry, Individually and as trustees, utd dated 5/24/89 f/b/of G. Leslie Curry and Ramona Curry	Diamond Resources, Inc.	14-Jan-05	60959	28N	59E	33	SE4NW4	Roosevelt	MT	40
Romana Curry, Individually and as trustees, utd dated 5/24/89 f/b/of G. Leslie Curry and Ramona Curry	Diamond Resources, Inc.	14-Jan-05	60959	28N	59E	33	W2NE4	Roosevelt	MT	80
Dean D. Nelson and Jean Nelson, husband and wife	Diamond Resources, Inc.	14-Jan-05	60960	28N	59E	33	SE4NW4	Roosevelt	MT	40
Dean D. Nelson and Jean Nelson, husband and wife	Diamond Resources, Inc.	14-Jan-05	60960	28N	59E	33	W2NE4	Roosevelt	MT	80
Terry D. Nelson	Diamond Resources, Inc.	13-Dec-04	60967	28N	59E	33	SE4NW4	Roosevelt	MT	40
Terry D. Nelson	Diamond Resources, Inc.	13-Dec-04	60967	28N	59E	33	W2NE4	Roosevelt	MT	80
Terry D. Nelson	Diamond Resources, Inc.	13-Dec-04	60967	28N	59E	33	W2NW4	Roosevelt	MT	80
Yellowstone Boys and Girs Ranch Foundation, Inc	Diamond Resources, Inc.	1-Oct-04	60972	28N	59E	33	NE4NE4 Less 1 acre MFD in BK 18 PG 160	Roosevelt	MT	40
Yellowstone Boys and Girs Ranch Foundation, Inc	Diamond Resources, Inc.	1-Oct-04	60972	28N	59E	33	SE4NE4	Roosevelt	MT	40
Jimmie J. Dye and Sharon A. Dye, husband and wife	Diamond Resources, Inc.	7-Mar-05	60973	28N	59E	33	NE4NE4 less 1 acre MFD in BK 18 PG 160	Roosevelt	MT	40
Jimmie J. Dye and Sharon A. Dye, husband and wife	Diamond Resources, Inc.	7-Mar-05	60973	28N	59E	33	SE4NE4	Roosevelt	MT	40
Roger L. Dye, a single man	Diamond Resources, Inc.	8-Nov-04	60974	28N	59E	33	NE4NE4 less 1 acre MFD in BK 18 PG 160	Roosevelt	MT	40
Roger L. Dye, a single man	Diamond Resources, Inc.	8-Nov-04	60974	28N	59E	33	SE4NE4	Roosevelt	MT	40
Billie Max Dye and Stella A. Dye, husband and wife	Diamond Resources, Inc.	9-Nov-04	60975	28N	59E	33	NE4NE4 Less 1 acre MDF Bk 18 PG 160	Roosevelt	MT	40
Billie Max Dye and Stella A. Dye, husband and wife	Diamond Resources, Inc.	9-Nov-04	60975	28N	59E	33	SE4NE4	Roosevelt	MT	40
Deanne Sue Bloomberg, aka Sue Bloomberg	Diamond Resources, Inc.	4-Nov-04	60976	28N	59E	33	NE4NE4 Less 1 acre in BK 18 PG 160	Roosevelt	MT	40
Deanne Sue Bloomberg, aka Sue Bloomberg	Diamond Resources, Inc.	4-Nov-04	60976	28N	59E	33	SE4NE4	Roosevelt	MT	40
Thelma M. Larson, fka Thelma M. Manthey, a widow	Diamond Resources, Inc.	26-Oct-04	60977	28N	59E	33	NE4NE4 less 1 acre MFD in BK 18 PG 160	Roosevelt	MT	40
Thelma M. Larson, fka Thelma M. Manthey, a widow	Diamond Resources, Inc.	26-Oct-04	60977	28N	59E	33	SE4NE4	Roosevelt	MT	40
Donald E. Dye and Phillis A. Dye, husband and wife	Diamond Resources, Inc.	4-Nov-04	60978	28N	59E	33	NE4NE4 less 1 acre MFD in BK 18 PG 160	Roosevelt	MT	40
Donald E. Dye and Phillis A. Dye, husband and wife	Diamond Resources, Inc.	4-Nov-04	60978	28N	59E	33	SE4NE4	Roosevelt	MT	40
Norman Wayne Panasuk and Sharon M. Panasuk, husband and wife	Diamond Resources, Inc.	2-Jun-05	60989	28N	59E	33	NE4NW4	Roosevelt	MT	40
United States Department Of The Interior, BLM NDM 85266	Tim J. Keating	1-Aug-96	326072	147N	104W	32	ALL	McKenzie	ND	640
United States Department Of The Interior, BLM NDM 85269	Tim J. Keating	1-Aug-96	326073	148N	104W	29	ALL	McKenzie	ND	640
USA-NDM 85803	RJL Oil & Gas, Inc.	1-Nov-96	327284	147N	105W	14	ALL	McKenzie	ND	640
Michael R. McIntee, a married man	Diamond Resources, Inc.	14-May-04	349452	152N	104W	17	A parcel of land, a/k/a IR tract 1587	McKenzie	ND	40

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Fred E. Whisenand, a married man	Diamond Resources, Inc.	14-May-04	349453	152N	104W	17	A Parcel of land. a/k/a IR tract 1587	McKenzie	ND	40
State of North Dakota	Diamond Resources, Inc.	4-May-04	349646	152N	104W	17	Missouri River in NW4	McKenzie	ND	160
State of North Dakota	Diamond Resources, Inc.	4-May-04	349647	152N	104W	17	Missouri River in the NE4	McKenzie	ND	160
State of North Dakota	Diamond Resources, Inc.	4-May-04	349675	152N	104W	17	Missouri River in SE4	McKenzie	ND	160
State of North Dakota	Diamond Resources, Inc.	4-May-04	349676	152N	104W	21	Missouri River in SW4	McKenzie	ND	160
State of North Dakota	Diamond Resources, Inc.	4-May-04	349677	152N	104W	21	Missouri River in SE4	McKenzie	ND	160
State of North Dakota	Diamond Resources, Inc.	4-May-04	349678	152N	104W	21	Missouri River in NW4	McKenzie	ND	160
State of North Dakota	Diamond Resources, Inc.	4-May-04	349679	152N	104W	21	Missouri River in NE4	McKenzie	ND	160
State of North Dakota	Diamond Resources, Inc.	4-May-04	349682	152N	104W	17	Missouri River in SW4	McKenzie	ND	160
Kelly William Taylor, a married man	Diamond Resources, Inc.	4-May-04	350427	152N	104W	17	SE4SW4	McKenzie	ND	40
Kelly William Taylor, a married man	Diamond Resources, Inc.	4-May-04	350427	152N	104W	17	That part of Lots 3, 6 and 7 that lies westerly of the property line by parol agreement	McKenzie	ND	40
Kelly William Taylor, a married man	Diamond Resources, Inc.	4-May-04	350427	152N	104W	21	Lot 5	McKenzie	ND	40
Kelly William Taylor, a married man	Diamond Resources, Inc.	4-May-04	350427	152N	104W	21	Lot 6	McKenzie	ND	40
Kelly William Taylor, a married man	Diamond Resources, Inc.	4-May-04	350427	152N	104W	21	SE4SE4	McKenzie	ND	40
Kim Lilbum Taylor, a/k/a Kym Lilbum Taylor, a single man	Diamond Resources, Inc.	4-May-04	350428	152N	104W	17	SE4SW4	McKenzie	ND	40
Kim Lilbum Taylor, a/k/a Kym Lilbum Taylor, a single man	Diamond Resources, Inc.	4-May-04	350428	152N	104W	17	That part of Lots 3, 6 and 7 that lies westerly of the property line by parol agreement	McKenzie	ND	40
Kim Lilbum Taylor, a/k/a Kym Lilbum Taylor, a single man	Diamond Resources, Inc.	4-May-04	350428	152N	104W	21	Lot 5	McKenzie	ND	40
Kim Lilbum Taylor, a/k/a Kym Lilbum Taylor, a single man	Diamond Resources, Inc.	4-May-04	350428	152N	104W	21	Lot 6	McKenzie	ND	40
Kim Lilbum Taylor, a/k/a Kym Lilbum Taylor, a single man	Diamond Resources, Inc.	4-May-04	350428	152N	104W	21	SE4SE4	McKenzie	ND	40
Ryan Douglas Taylor, a married man	Diamond Resources, Inc.	4-May-04	350429	152N	104W	17	SE4SW4	McKenzie	ND	40
Ryan Douglas Taylor, a married man	Diamond Resources, Inc.	4-May-04	350429	152N	104W	17	That part of Lots 3, 6 and 7 that lies westerly of the property line by parol agreement	McKenzie	ND	40
Ryan Douglas Taylor, a married man	Diamond Resources, Inc.	4-May-04	350429	152N	104W	21	Lot 5	McKenzie	ND	40
Ryan Douglas Taylor, a married man	Diamond Resources, Inc.	4-May-04	350429	152N	104W	21	Lot 6	McKenzie	ND	40
Ryan Douglas Taylor, a married man	Diamond Resources, Inc.	4-May-04	350429	152N	104W	21	SE4SE4	McKenzie	ND	40
Fred L. Maurer, a married man	Diamond Resources, Inc.	5-May-04	350431	152N	104W	21	Lot 5	McKenzie	ND	40
Fred L. Maurer, a married man	Diamond Resources, Inc.	5-May-04	350431	152N	104W	21	Lot 6	McKenzie	ND	40
Fred L. Maurer, a married man	Diamond Resources, Inc.	5-May-04	350431	152N	104W	21	SE4SE4	McKenzie	ND	40
Linda Lee Wolford, a married woman	Diamond Resources, Inc.	4-May-04	350432	152N	104W	21	Lot 5	McKenzie	ND	40
Linda Lee Wolford, a married woman	Diamond Resources, Inc.	4-May-04	350432	152N	104W	21	Lot 6	McKenzie	ND	40
Linda Lee Wolford, a married woman	Diamond Resources, Inc.	4-May-04	350432	152N	104W	21	SE4SE4	McKenzie	ND	40
Lena May Bulock, a widow	Diamond Resources, Inc.	5-May-04	350433	152N	104W	21	Lot 5	McKenzie	ND	40
Lena May Bulock, a widow	Diamond Resources, Inc.	5-May-04	350433	152N	104W	21	Lot 6	McKenzie	ND	40
Lena May Bulock, a widow	Diamond Resources, Inc.	5-May-04	350433	152N	104W	21	SE4SE4	McKenzie	ND	40
Charles D. Pinter and Carol L. Pinter, husband and wife	Diamond Resources, Inc.	5-May-04	350434	152N	104W	21	Lot 5	McKenzie	ND	40
Charles D. Pinter and Carol L. Pinter, husband and wife	Diamond Resources, Inc.	5-May-04	350434	152N	104W	21	Lot 6	McKenzie	ND	40

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Charles D. Pinter and Carol L. Pinter, husband and wife	Diamond Resources, Inc.	5-May-04	350434	152N	104W	21	SE4SE4	McKenzie	ND	40
Bonnie Jo Simons	Diamond Resources, Inc.	5-May-04	350435	152N	104W	21	Lot 5	McKenzie	ND	40
Bonnie Jo Simons	Diamond Resources, Inc.	5-May-04	350435	152N	104W	21	Lot 6	McKenzie	ND	40
Bonnie Jo Simons	Diamond Resources, Inc.	5-May-04	350435	152N	104W	21	SE4SE4	McKenzie	ND	40
Sharon Kay Blaser and Floyd Blaser, her husband	Diamond Resources, Inc.	18-May-04	350436	152N	104W	21	Lot 5	McKenzie	ND	40
Sharon Kay Blaser and Floyd Blaser, her husband	Diamond Resources, Inc.	18-May-04	350436	152N	104W	21	Lot 6	McKenzie	ND	40
Sharon Kay Blaser and Floyd Blaser, her husband	Diamond Resources, Inc.	18-May-04	350436	152N	104W	21	SE4SE4	McKenzie	ND	40
Kathy L. Berg, as Personal Rep of thr Estate of Herman A. Maurer, deceased	Diamond Resources, Inc.	29-Apr-04	350437	152N	104W	17	Lot 2	McKenzie	ND	40
Kathy L. Berg, as Personal Rep of thr Estate of Herman A. Maurer, deceased	Diamond Resources, Inc.	29-Apr-04	350437	152N	104W	17	W2SW4	McKenzie	ND	80
Kathy L. Berg, as Personal Rep of thr Estate of Herman A. Maurer, deceased	Diamond Resources, Inc.	29-Apr-04	350437	152N	104W	21	Lot 5	McKenzie	ND	40
Kathy L. Berg, as Personal Rep of thr Estate of Herman A. Maurer, deceased	Diamond Resources, Inc.	29-Apr-04	350437	152N	104W	21	Lot 6	McKenzie	ND	40
Kathy L. Berg, as Personal Rep of thr Estate of Herman A. Maurer, deceased	Diamond Resources, Inc.	29-Apr-04	350437	152N	104W	21	SE4SE4	McKenzie	ND	40
Kathy L. Berg, a married woman	Diamond Resources, Inc.	5-May-04	350438	152N	104W	17	Lot 2	McKenzie	ND	40
Kathy L. Berg, a married woman	Diamond Resources, Inc.	5-May-04	350438	152N	104W	17	W2SW4	McKenzie	ND	80
Kathy L. Berg, a married woman	Diamond Resources, Inc.	5-May-04	350438	152N	104W	21	Lot 1	McKenzie	ND	40
Kathy L. Berg, a married woman	Diamond Resources, Inc.	5-May-04	350438	152N	104W	21	SE4SE4	McKenzie	ND	40
Marjorie L. Holstine, a married woman	Diamond Resources, Inc.	5-May-04	350439	152N	104W	17	Lot 2	McKenzie	ND	40
Marjorie L. Holstine, a married woman	Diamond Resources, Inc.	5-May-04	350439	152N	104W	17	W2SE4	McKenzie	ND	80
Marjorie L. Holstine, a married woman	Diamond Resources, Inc.	5-May-04	350439	152N	104W	21	Lot 5	McKenzie	ND	40
Marjorie L. Holstine, a married woman	Diamond Resources, Inc.	5-May-04	350439	152N	104W	21	Lot 6	McKenzie	ND	40
Marjorie L. Holstine, a married woman	Diamond Resources, Inc.	5-May-04	350439	152N	104W	21	SE4SE4	McKenzie	ND	40
Doris E. Koch, f/k/a Doris E. Zaback, a married woman	Diamond Resources, Inc.	14-Jun-04	350618	152N	104W	17	That part of Lots 3, 6 and 7 that lies westerly of the property line by parol agreement	McKenzie	ND	20
Tobin N. Taylor, a single man	Diamond Resources, Inc.	14-Jun-04	350619	152N	104W	17	That part of Lots 3, 6 and 7 that lies westerly of the property line by parol agreement	McKenzie	ND	50
Dawn Renee DeTienne, a married woman	Diamond Resources, Inc.	14-Jun-04	350846	152N	104W	17	That Part of Lots 3, 6, 7 that lies westerly of the property line by parol agreement	McKenzie	ND	20
Thomas M. Ochs, a married man	Diamond Resources, Inc.	2-Jul-04	350848	152N	104W	21	That portion of accretion to lot 4 of section 27 T152N R104W lying in section 21: That portion of accretion to lot 5 of section 27 T152N R104W lying in section 21	McKenzie	ND	40

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Edward P. Ochs, a married man	Daimond Resources, Inc.	2-Jul-04	350849	152N	104W	21	That portion of accretion to lot 4 of section 27 T152N, R104W Lying in section 21: that portion of accretion to lot 5 of section 27 T152N,R104W Lying in Section 21	McKenzie	ND	20
Arthur L. Delong, a/k/a Arthur L. Taylor, a single man	Diamond Resources, Inc.	17-Jun-04	352253	152N	104W	17	That part of lot 3, 6, 7 that lies westerly of the property line by parol agreement	McKenzie	ND	20
Gwen Hicks, a single woman	Diamond Resources, Inc.	5-May-04	352256	152N	104W	21	Lot 5	McKenzie	ND	40
Gwen Hicks, a single woman	Diamond Resources, Inc.	5-May-04	352256	152N	104W	21	Lot 6	McKenzie	ND	40
Gwen Hicks, a single woman	Diamond Resources, Inc.	5-May-04	352256	152N	104W	21	SE4SE4	McKenzie	ND	40
Tobin N. Taylor, a single man	Diamond Resources, Inc.	11-Feb-05	354734	152N	104W	17	SE4SW4	McKenzie	ND	40
Doris E. Koch, f/k/a Doris E. Zaback, a married Woman	Diamond Resources, Inc.	10-Feb-05	354863	152N	104W	17	SE4SW4	McKenzie	ND	40
Richard Enderud and Cheryl Enderud, husband and wife	Diamond Resources, Inc.	1-Mar-05	355185	152N	98W	20	N2N2	McKenzie	ND	160
Richard Enderud and Cheryl Enderud, husband and wife	Diamond Resources, Inc.	1-Mar-05	355185	152N	98W	20	SW4NW4	McKenzie	ND	40
Patricia Ann Leiseth and Kenneth Leiseth, her husband	Diamond Resources, Inc.	28-Feb-05	355191	152N	98W	20	N2N2	McKenzie	ND	160
Patricia Ann Leiseth and Kenneth Leiseth, her husband	Diamond Resources, Inc.	28-Feb-05	355191	152N	98W	20	SW4NW4	McKenzie	ND	40
Jack K. Richardson and Jeanette A. Richardson, as Trustees, or their Successors in Trust, under the, Richardson Living Trust dated April 9, 1999 and any amendments thereto	Diamond Resources, Inc.	2-Mar-05	355258	152N	97W	7	Lot 3	McKenzie	ND	40
Jack K. Richardson and Jeanette A. Richardson, as Trustees, or their Successors in Trust, under the, Richardson Living Trust dated April 9, 1999 and any amendments thereto	Diamond Resources, Inc.	2-Mar-05	355258	152N	97W	7	Lot 4	McKenzie	ND	40
Dawn Renee DeTienne, a married woman	Diamond Resources, Inc.	10-Feb-05	355598	152N	104W	17	SE4SW4	McKenzie	ND	40
Edith L. Wold, a widow	Diamond Resources, Inc.	9-Feb-05	355705	152N	97W	6	Lot 2	McKenzie	ND	40
Edith L. Wold, a widow	Diamond Resources, Inc.	9-Feb-05	355705	152N	97W	6	Lot 3	McKenzie	ND	40
Edith L. Wold, a widow	Diamond Resources, Inc.	9-Feb-05	355705	152N	97W	6	Lot 4	McKenzie	ND	40
Edith L. Wold, a widow	Diamond Resources, Inc.	9-Feb-05	355705	152N	97W	6	Lot 5	McKenzie	ND	40
Edith L. Wold, a widow	Diamond Resources, Inc.	9-Feb-05	355705	152N	97W	6	Lot 6	McKenzie	ND	40
Kevin Wold, a married man	Diamond Resources, Inc.	9-Feb-05	355720	152N	97W	6	Lot 2	McKenzie	ND	40
Kevin Wold, a married man	Diamond Resources, Inc.	9-Feb-05	355720	152N	97W	6	Lot 3	McKenzie	ND	40
Kevin Wold, a married man	Diamond Resources, Inc.	9-Feb-05	355720	152N	97W	6	Lot 4	McKenzie	ND	40
Kevin Wold, a married man	Diamond Resources, Inc.	9-Feb-05	355720	152N	97W	6	Lot 5	McKenzie	ND	40
Kevin Wold, a married man	Diamond Resources, Inc.	9-Feb-05	355720	152N	97W	6	Lot 6	McKenzie	ND	40
Lyle E. Larson & Melba L. Larson, Trustees of the Larson Family Nominee Trust, dated 2-9-99	Diamond Resources, Inc.	9-Feb-05	355722	152N	97W	6	Lot 2	McKenzie	ND	40
Lyle E. Larson & Melba L. Larson, Trustees of the Larson Family Nominee Trust, dated 2-9-99	Diamond Resources, Inc.	9-Feb-05	355722	152N	97W	6	Lot 3	McKenzie	ND	40
Lyle E. Larson & Melba L. Larson, Trustees of the Larson Family Nominee Trust, dated 2-9-99	Diamond Resources, Inc.	9-Feb-05	355722	152N	97W	6	Lot 4	McKenzie	ND	40

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Lyle E. Larson & Melba L. Larson, Trustees of the Larson Family Nominee Trust, dated 2-9-99	Diamond Resources, Inc.	9-Feb-05	355722	152N	97W	6	Lot 5	McKenzie	ND	40
Lyle E. Larson & Melba L. Larson, Trustees of the Larson Family Nominee Trust, dated 2-9-99	Diamond Resources, Inc.	9-Feb-05	355722	152N	97W	6	Lot 6	McKenzie	ND	40
Harriet Minow	Slawson Exploration Company, Inc	18-Mar-05	355794	146N	104W	4	Lot 1	McKenzie	ND	39.9
Harriet Minow	Slawson Exploration Company, Inc	18-Mar-05	355794	146N	104W	4	Lot 2	McKenzie	ND	39.84
Harriet Minow	Slawson Exploration Company, Inc	18-Mar-05	355794	146N	104W	4	S2NE4	McKenzie	ND	80
Harriet Minow	Slawson Exploration Company, Inc	18-Mar-05	355794	146N	104W	4	SE4	McKenzie	ND	160
Jim G Minow Trust; Darrel Minow Trustee	Slawson Exploration Company, Inc	18-Mar-05	355795	146N	104W	4	Lot 1	McKenzie	ND	39.9
Jim G Minow Trust; Darrel Minow Trustee	Slawson Exploration Company, Inc	18-Mar-05	355795	146N	104W	4	Lot 2	McKenzie	ND	39.84
Jim G Minow Trust; Darrel Minow Trustee	Slawson Exploration Company, Inc	18-Mar-05	355795	146N	104W	4	S2NE4	McKenzie	ND	80
Jim G Minow Trust; Darrel Minow Trustee	Slawson Exploration Company, Inc	18-Mar-05	355795	146N	104W	4	SE4	McKenzie	ND	160
Laura West and Denny West, her husband	Diamond Resources, Inc.	2-Mar-05	356167	152N	97W	7	Lot 3	McKenzie	ND	40
Laura West and Denny West, her husband	Diamond Resources, Inc.	2-Mar-05	356167	152N	97W	7	Lot 4	McKenzie	ND	40
Gerald A. Olson and Marian Olson, as Trustees under that certain trust date 05/02/1984	Diamond Resources, Inc.	27-Mar-06	362674	152N	97W	6	E2SW4	McKenzie	ND	80
Gerald A. Olson and Marian Olson, as Trustees under that certain trust date 05/02/1984	Diamond Resources, Inc.	27-Mar-06	362674	152N	97W	6	Lot 11	McKenzie	ND	40
Gerald A. Olson and Marian Olson, as Trustees under that certain trust date 05/02/1984	Diamond Resources, Inc.	27-Mar-06	362674	152N	97W	6	Lot 12	McKenzie	ND	40
Gerald A. Olson and Marian Olson, as Trustees under that certain trust date 05/02/1984	Diamond Resources, Inc.	27-Mar-06	362674	152N	97W	6	Lot 13	McKenzie	ND	40
Gerald A. Olson and Marian Olson, as Trustees under that certain trust date 05/02/1984	Diamond Resources, Inc.	27-Mar-06	362674	152N	97W	6	Lot 14	McKenzie	ND	40
Gerald A. Olson and Marian Olson, as Trustees under that certain trust date 05/02/1984	Diamond Resources, Inc.	27-Mar-06	362674	152N	97W	6	W2SE4	McKenzie	ND	80
Marco Minerals	Diamond Resources, Inc.	11-Apr-06	362888	151N	98W	25	SE4SE4	McKenzie	ND	40
Marco Minerals	Diamond Resources, Inc.	11-Apr-06	362888	151N	98W	25	W2SE4	McKenzie	ND	80
Russell & Elizabeth Hatter (H&W)	Slawson Exploration Company, Inc	7-Apr-06	363368	146N	104W	4	Lot 3	McKenzie	ND	40
Russell & Elizabeth Hatter (H&W)	Slawson Exploration Company, Inc	7-Apr-06	363368	146N	104W	4	Lot 4	McKenzie	ND	40
Russell & Elizabeth Hatter (H&W)	Slawson Exploration Company, Inc	7-Apr-06	363368	146N	104W	4	S2NW4	McKenzie	ND	80

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Laura Rendahl and David Rendahl, her husband	Diamond Resources, Inc.	11-Apr-06	363392	151N	98W	25	SE4SE4	McKenzie	ND	40
Laura Rendahl and David Rendahl, her husband	Diamond Resources, Inc.	11-Apr-06	363392	151N	98W	25	W2SE4	McKenzie	ND	80
Patrick & Jackie Hatter JTS	Slawson Exploration Company, Inc	7-Apr-06	363915	146N	104W	4	Lot 3	McKenzie	ND	40
Patrick & Jackie Hatter JTS	Slawson Exploration Company, Inc	7-Apr-06	363915	146N	104W	4	Lot 4	McKenzie	ND	40
Patrick & Jackie Hatter JTS	Slawson Exploration Company, Inc	7-Apr-06	363915	146N	104W	4	S2NW4	McKenzie	ND	80
Hatter, Wyatt	Slawson Exploration Company, Inc	7-Apr-06	363916	146N	104W	4	Lot 4	McKenzie	ND	40
Hatter, Wyatt	Slawson Exploration Company, Inc	7-Apr-06	363916	146N	104W	4	S2NW4	McKenzie	ND	80
Ronald Floyd & Sharon W. Whited	Slawson Exploration Company, Inc	26-Apr-06	363917	146N	104W	4	SW4	McKenzie	ND	160
JanSell,amarriedwoman	Diamond Resources, Inc.	18-May-06	364014	152N	97W	6	E2SW4	McKenzie	ND	80
JanSell,amarriedwoman	Diamond Resources, Inc.	18-May-06	364014	152N	97W	6	Lot 11	McKenzie	ND	40
JanSell,amarriedwoman	Diamond Resources, Inc.	18-May-06	364014	152N	97W	6	Lot 12	McKenzie	ND	40
JanSell,amarriedwoman	Diamond Resources, Inc.	18-May-06	364014	152N	97W	6	Lot 13	McKenzie	ND	40
JanSell,amarriedwoman	Diamond Resources, Inc.	18-May-06	364014	152N	97W	6	Lot 14	McKenzie	ND	40
JanSell,amarriedwoman	Diamond Resources, Inc.	18-May-06	364014	152N	97W	6	W2SE4	McKenzie	ND	80
Cheryl Wegley,a married woman	Diamond Resources, Inc.	18-May-06	364017	152N	97W	6	E2SW4	McKenzie	ND	80
Cheryl Wegley,a married woman	Diamond Resources, Inc.	18-May-06	364017	152N	97W	6	Lot 11	McKenzie	ND	40
Cheryl Wegley,a married woman	Diamond Resources, Inc.	18-May-06	364017	152N	97W	6	Lot 12	McKenzie	ND	40
Cheryl Wegley,a married woman	Diamond Resources, Inc.	18-May-06	364017	152N	97W	6	Lot 13	McKenzie	ND	40
Cheryl Wegley,a married woman	Diamond Resources, Inc.	18-May-06	364017	152N	97W	6	Lot 14	McKenzie	ND	40
Cheryl Wegley,a married woman	Diamond Resources, Inc.	18-May-06	364017	152N	97W	6	W2SE4	McKenzie	ND	80
RaymondMisemer,a/k/aRayMisemer,asingleman	Diamond Resources, Inc.	18-May-06	364018	152N	97W	6	E2SW4	McKenzie	ND	80
RaymondMisemer,a/k/aRayMisemer,asingleman	Diamond Resources, Inc.	18-May-06	364018	152N	97W	6	Lot 11	McKenzie	ND	40
RaymondMisemer,a/k/aRayMisemer,asingleman	Diamond Resources, Inc.	18-May-06	364018	152N	97W	6	Lot 12	McKenzie	ND	40
RaymondMisemer,a/k/aRayMisemer,asingleman	Diamond Resources, Inc.	18-May-06	364018	152N	97W	6	Lot 13	McKenzie	ND	40
RaymondMisemer,a/k/aRayMisemer,asingleman	Diamond Resources, Inc.	18-May-06	364018	152N	97W	6	Lot 14	McKenzie	ND	40
RaymondMisemer,a/k/aRayMisemer,asingleman	Diamond Resources, Inc.	18-May-06	364018	152N	97W	6	W2SE4	McKenzie	ND	80
SandraEdwards,amarriedwoman	Diamond Resources, Inc.	18-Aug-06	364019	152N	97W	6	E2SW4	McKenzie	ND	80
SandraEdwards,amarriedwoman	Diamond Resources, Inc.	18-Aug-06	364019	152N	97W	6	Lot 11	McKenzie	ND	40
SandraEdwards,amarriedwoman	Diamond Resources, Inc.	18-Aug-06	364019	152N	97W	6	Lot 12	McKenzie	ND	40
SandraEdwards,amarriedwoman	Diamond Resources, Inc.	18-Aug-06	364019	152N	97W	6	Lot 13	McKenzie	ND	40
SandraEdwards,amarriedwoman	Diamond Resources, Inc.	18-Aug-06	364019	152N	97W	6	Lot 14	McKenzie	ND	40
SandraEdwards,amarriedwoman	Diamond Resources, Inc.	18-Aug-06	364019	152N	97W	6	W2SE4	McKenzie	ND	80
JoAnnBornholdt,amarriedwoman	Diamond Resources, Inc.	18-May-06	364021	152N	97W	6	E2SW4	McKenzie	ND	80
JoAnnBornholdt,amarriedwoman	Diamond Resources, Inc.	18-May-06	364021	152N	97W	6	Lot 11	McKenzie	ND	40
JoAnnBornholdt,amarriedwoman	Diamond Resources, Inc.	18-May-06	364021	152N	97W	6	Lot 12	McKenzie	ND	40
JoAnnBornholdt,amarriedwoman	Diamond Resources, Inc.	18-May-06	364021	152N	97W	6	Lot 13	McKenzie	ND	40

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
JoAnnBornholdt,amarriedwoman	Diamond Resources, Inc.	18-May-06	364021	152N	97W	6	Lot 14	McKenzie	ND	40
JoAnnBornholdt,amarriedwoman	Diamond Resources, Inc.	18-May-06	364021	152N	97W	6	W2SE4	McKenzie	ND	80
KarenCaturay,amarriedwoman	Diamond Resources, Inc.	18-May-06	364027	152N	97W	6	E2SW4	McKenzie	ND	80
KarenCaturay,amarriedwoman	Diamond Resources, Inc.	18-May-06	364027	152N	97W	6	Lot 11	McKenzie	ND	40
KarenCaturay,amarriedwoman	Diamond Resources, Inc.	18-May-06	364027	152N	97W	6	Lot 12	McKenzie	ND	40
KarenCaturay,amarriedwoman	Diamond Resources, Inc.	18-May-06	364027	152N	97W	6	Lot 13	McKenzie	ND	40
KarenCaturay,amarriedwoman	Diamond Resources, Inc.	18-May-06	364027	152N	97W	6	Lot 14	McKenzie	ND	40
KarenCaturay,amarriedwoman	Diamond Resources, Inc.	18-May-06	364027	152N	97W	6	W2SE4	McKenzie	ND	80
JulieBrandon,f/k/aJulieMisemer,asinglewoman	Diamond Resources, Inc.	18-May-06	364028	152N	97W	6	E2SW4	McKenzie	ND	80
JulieBrandon,f/k/aJulieMisemer,asinglewoman	Diamond Resources, Inc.	18-May-06	364028	152N	97W	6	Lot 11	McKenzie	ND	40
JulieBrandon,f/k/aJulieMisemer,asinglewoman	Diamond Resources, Inc.	18-May-06	364028	152N	97W	6	Lot 12	McKenzie	ND	40
JulieBrandon,f/k/aJulieMisemer,asinglewoman	Diamond Resources, Inc.	18-May-06	364028	152N	97W	6	Lot 13	McKenzie	ND	40
JulieBrandon,f/k/aJulieMisemer,asinglewoman	Diamond Resources, Inc.	18-May-06	364028	152N	97W	6	Lot 14	McKenzie	ND	40
JulieBrandon,f/k/aJulieMisemer,asinglewoman	Diamond Resources, Inc.	18-May-06	364028	152N	97W	6	W2SE4	McKenzie	ND	80
Whited, Gary Lee & Elizabeth A Slayton	Slawson Exploration Company, Inc	24-May-06	364199	146N	104W	4	SW4	McKenzie	ND	160
WesleyMisemer,a/k/aWesMisemer,asingleman	Diamond Resources, Inc.	18-May-06	364267	152N	97W	6	E2SW4	McKenzie	ND	80
WesleyMisemer,a/k/aWesMisemer,asingleman	Diamond Resources, Inc.	18-May-06	364267	152N	97W	6	Lot 11	McKenzie	ND	40
WesleyMisemer,a/k/aWesMisemer,asingleman	Diamond Resources, Inc.	18-May-06	364267	152N	97W	6	Lot 12	McKenzie	ND	40
WesleyMisemer,a/k/aWesMisemer,asingleman	Diamond Resources, Inc.	18-May-06	364267	152N	97W	6	Lot 13	McKenzie	ND	40
WesleyMisemer,a/k/aWesMisemer,asingleman	Diamond Resources, Inc.	18-May-06	364267	152N	97W	6	Lot 14	McKenzie	ND	40
WesleyMisemer,a/k/aWesMisemer,asingleman	Diamond Resources, Inc.	18-May-06	364267	152N	97W	6	W2SE4	McKenzie	ND	80
Marla Jean Johnson, Trustee of the Quarne Family Trust dtd 2/13/1990	Diamond Resources, Inc.	31-May-06	364274	151N	98W	25	SE4SE4	McKenzie	ND	40
Marla Jean Johnson, Trustee of the Quarne Family Trust dtd 2/13/1990	Diamond Resources, Inc.	31-May-06	364274	151N	98W	25	W2SE4	McKenzie	ND	80
J. Douglas Ditton, a single man	Diamond Resources, Inc.	6-Jun-06	364423	152N	104W	18	Lot 1	McKenzie	ND	40
J. Douglas Ditton, a single man	Diamond Resources, Inc.	6-Jun-06	364423	152N	104W	18	Lot 3	McKenzie	ND	40
J. Douglas Ditton, a single man	Diamond Resources, Inc.	6-Jun-06	364423	152N	104W	18	SE4NE4	McKenzie	ND	40
Richard P. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	364424	152N	104W	18	Lot 1	McKenzie	ND	40
Richard P. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	364424	152N	104W	18	Lot 3	McKenzie	ND	40
Richard P. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	364424	152N	104W	18	SE4NE4	McKenzie	ND	40
Mary E. Iszley, as Trustee of the Mary E. Iszley Revocable Living Trust dated 07/12/93	Diamond Resources, Inc.	6-Jun-06	364425	152N	104W	18	Lot 1	McKenzie	ND	40
Mary E. Iszley, as Trustee of the Mary E. Iszley Revocable Living Trust dated 07/12/93	Diamond Resources, Inc.	6-Jun-06	364425	152N	104W	18	Lot 3	McKenzie	ND	40
Mary E. Iszley, as Trustee of the Mary E. Iszley Revocable Living Trust dated 07/12/93	Diamond Resources, Inc.	6-Jun-06	364425	152N	104W	18	SE4NE4	McKenzie	ND	40
Hunster S. Smith and Elva M. Smith, husband and wife	Diamond Resources, Inc.	5-Jun-06	364656	151N	98W	25	SE4SE4	McKenzie	ND	40
Hunster S. Smith and Elva M. Smith, husband and wife	Diamond Resources, Inc.	5-Jun-06	364656	151N	98W	25	W2SE4	McKenzie	ND	80
Jane Marie Watson, f/k/a Jane Marie Ditton, a married woman`	Diamond Resources Inc.	6-Jun-06	364688	152N	104W	18	Lot 1	McKenzie	ND	34.46
Jane Marie Watson, f/k/a Jane Marie Ditton, a married woman`	Diamond Resources Inc.	6-Jun-06	364688	152N	104W	18	Lot 3	McKenzie	ND	34.46
Jane Marie Watson, f/k/a Jane Marie Ditton, a married woman`	Diamond Resources Inc.	6-Jun-06	364688	152N	104W	18	SE4NE4	McKenzie	ND	40
Verna Fay Morehouse, a married woman	Diamond Resources, Inc.	6-Jun-06	364689	152N	104W	18	Lot 2	McKenzie	ND	40

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Verna Fay Morehouse, a married woman	Diamond Resources, Inc.	6-Jun-06	364689	152N	104W	18	Lot 3	McKenzie	ND	40
Verna Fay Morehouse, a married woman	Diamond Resources, Inc.	6-Jun-06	364689	152N	104W	18	SE4NE4	McKenzie	ND	40
Mary Louise Mckay, as AIF for Anna R. Briggs, a widow	Diamond Resources, Inc.	6-Jun-06	364690	152N	104W	18	Lot 1	McKenzie	ND	40
Mary Louise Mckay, as AIF for Anna R. Briggs, a widow	Diamond Resources, Inc.	6-Jun-06	364690	152N	104W	18	Lot 3	McKenzie	ND	40
Mary Louise Mckay, as AIF for Anna R. Briggs, a widow	Diamond Resources, Inc.	6-Jun-06	364690	152N	104W	18	SE4NE4	McKenzie	ND	40
William L. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	364691	152N	104W	18	Lot 1	McKenzie	ND	40
William L. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	364691	152N	104W	18	Lot 3	McKenzie	ND	40
William L. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	364691	152N	104W	18	SE4NE4	McKenzie	ND	40
James W. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	364692	152N	104W	18	Lot 1	McKenzie	ND	40
James W. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	364692	152N	104W	18	Lot 3	McKenzie	ND	40
James W. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	364692	152N	104W	18	SE4NE4	McKenzie	ND	40
Thomas J. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	364693	152N	104W	18	Lot 1	McKenzie	ND	40
Thomas J. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	364693	152N	104W	18	Lot 3	McKenzie	ND	40
Thomas J. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	364693	152N	104W	18	SE4NE4	McKenzie	ND	40
MicheleCook,asinglewoman	Diamond Resources, Inc.	18-May-06	364917	152N	97W	6	E2SW4	McKenzie	ND	80
MicheleCook,asinglewoman	Diamond Resources, Inc.	18-May-06	364917	152N	97W	6	Lot 11	McKenzie	ND	40
MicheleCook,asinglewoman	Diamond Resources, Inc.	18-May-06	364917	152N	97W	6	Lot 12	McKenzie	ND	40
MicheleCook,asinglewoman	Diamond Resources, Inc.	18-May-06	364917	152N	97W	6	Lot 13	McKenzie	ND	40
MicheleCook,asinglewoman	Diamond Resources, Inc.	18-May-06	364917	152N	97W	6	Lot 14	McKenzie	ND	40
MicheleCook,asinglewoman	Diamond Resources, Inc.	18-May-06	364917	152N	97W	6	W2SE4	McKenzie	ND	80
Larnard, John A	Slawson Exploration Company, Inc	23-Jun-06	365035	146N	104W	4	SW4	McKenzie	ND	160
Larnard, Howard E	Slawson Exploration Company, Inc	23-Jun-06	365036	146N	104W	4	SW4	McKenzie	ND	160
Robert D. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	365078	152N	104W	18	Lot 1	McKenzie	ND	40
Robert D. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	365078	152N	104W	18	Lot 3	McKenzie	ND	40
Robert D. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	365078	152N	104W	18	SE4NE4	McKenzie	ND	40
Black Stone Mineral Co., LP	Diamond Resources Inc.	10-Aug-06	365886	151N	98W	25	NE4SE4	McKenzie	ND	40
Black Stone Mineral Co., LP	Diamond Resources Inc.	10-Aug-06	365886	151N	98W	25	NW4SW4	McKenzie	ND	40
Black Stone Mineral Co., LP	Diamond Resources Inc.	10-Aug-06	365886	151N	98W	25	W2NW4	McKenzie	ND	80
William G. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	366065	152N	104W	18	Lot 1	McKenzie	ND	40
William G. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	366065	152N	104W	18	Lot 3	McKenzie	ND	40
William G. Ditton, a married man	Diamond Resources, Inc.	6-Jun-06	366065	152N	104W	18	SE4NE4	McKenzie	ND	40
James R. Gray and JoAnn Gray, husband and wife	Diamond Resources, Inc.	18-Sep-06	366366	152N	104W	21	Lot 1	McKenzie	ND	42.5
James R. Gray and JoAnn Gray, husband and wife	Diamond Resources, Inc.	18-Sep-06	366366	152N	104W	21	NE4SE4	McKenzie	ND	40
Thomas L. Miller, JR., a single man	Diamond Resources, Inc.	22-Feb-07	368562	152N	104W	17	SE4SW4	McKenzie	ND	40
Thomas L. Miller, JR., a single man	Diamond Resources, Inc.	22-Feb-07	368562	152N	104W	17	That Part of Lots 3, 6 and 7 that lies westerly of the property line by parol agreement	McKenzie	ND	40
Misti Miller Gary, Independently and as Conservator for Gunner Thomas Edward Gray. A minor	Diamond Resources, Inc.	26-Feb-07	368896	152N	104W	17	SE4SW4	McKenzie	ND	40

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Misti Miller Gary, Independently and as Conservator for Gunner Thomas Edward Gray. A minor	Diamond Resources, Inc.	26-Feb-07	368896	152N	104W	17	That part of Lots 3, 6, 7 that lies westerly of the property line by parol agreement	McKenzie	ND	40
Keisha Nicloe Miller, a/k/a Keisha Nicloe Bretherick, a single woman	Diamond Resources, Inc.	26-Feb-07	368902	152N	104W	17	SE4SW4	McKenzie	ND	40
Keisha Nicloe Miller, a/k/a Keisha Nicloe Bretherick, a single woman	Diamond Resources, Inc.	26-Feb-07	368902	152N	104W	17	That part of Lots 3, 6 and 7 that lies westerly of the property line by parol agreement	McKenzie	ND	40
Sharon Seader Olson, a married woman	Diamond Resources, Inc.	2-Feb-07	368904	152N	104W	21	That Portion in Sec 21 of a parcel of land	McKenzie	ND	0.03
Magic M & R LLC	Slawson Exploration Company, Inc	1-Mar-07	368943	146N	104W	4	Lot 1	McKenzie	ND	39.9
Magic M & R LLC	Slawson Exploration Company, Inc	1-Mar-07	368943	146N	104W	4	Lot 2	McKenzie	ND	39.84
Magic M & R LLC	Slawson Exploration Company, Inc	1-Mar-07	368943	146N	104W	4	S2NE4	McKenzie	ND	80
Magic M & R LLC	Slawson Exploration Company, Inc	1-Mar-07	368943	146N	104W	4	SE4	McKenzie	ND	160
John Palen, a married man	Diamond Resources, Inc.	27-Mar-07	369153	152N	104W	18	E2SE4	McKenzie	ND	80
John Palen, a married man	Diamond Resources, Inc.	27-Mar-07	369153	152N	104W	18	Lot 4	McKenzie	ND	40
John Palen, a married man	Diamond Resources, Inc.	27-Mar-07	369153	152N	104W	18	Lot 5	McKenzie	ND	40
Sara J. Brennan, f/k/a Sara J. Clarke, a married woman	Diamond Resources, Inc.	27-Mar-07	369269	152N	104W	18	E2SE4	McKenzie	ND	80
Sara J. Brennan, f/k/a Sara J. Clarke, a married woman	Diamond Resources, Inc.	27-Mar-07	369269	152N	104W	18	Lot 4	McKenzie	ND	40
Sara J. Brennan, f/k/a Sara J. Clarke, a married woman	Diamond Resources, Inc.	27-Mar-07	369269	152N	104W	18	Lot 5	McKenzie	ND	40
Ann E. McGlynn, a married woman	Diamond Resources, Inc.	27-Mar-07	369271	152N	104W	18	E2SE4	McKenzie	ND	80
Ann E. McGlynn, a married woman	Diamond Resources, Inc.	27-Mar-07	369271	152N	104W	18	Lot 4	McKenzie	ND	40
Ann E. McGlynn, a married woman	Diamond Resources, Inc.	27-Mar-07	369271	152N	104W	18	Lot 5	McKenzie	ND	40
Kathrine E. Paschke, a widow	Diamond Resources, Inc.	18-Jun-07	369272	152N	104W	18	Lot 1	McKenzie	ND	34.46
Kathrine E. Paschke, a widow	Diamond Resources, Inc.	18-Jun-07	369272	152N	104W	18	Lot 3	McKenzie	ND	34.46
Kathrine E. Paschke, a widow	Diamond Resources, Inc.	18-Jun-07	369272	152N	104W	18	SE4NE4	McKenzie	ND	40
9600 Venture Properites	Diamond Resources, Inc.	5-Apr-07	369466	152N	104W	21	Lot 1	McKenzie	ND	42.5
9600 Venture Properites	Diamond Resources, Inc.	5-Apr-07	369466	152N	104W	21	NE4SE4	McKenzie	ND	40
Joan Marie Kieffer Haynes, a widow	Diamond Resources, Inc.	3-Apr-07	369467	152N	104W	18	E2SE4	McKenzie	ND	80
Joan Marie Kieffer Haynes, a widow	Diamond Resources, Inc.	3-Apr-07	369467	152N	104W	18	Lot 4	McKenzie	ND	40
Joan Marie Kieffer Haynes, a widow	Diamond Resources, Inc.	3-Apr-07	369467	152N	104W	18	Lot 5	McKenzie	ND	40
Josepg Palen, a single man	Diamond Resources, Inc.	2-Apr-07	369468	152N	104W	18	E2SE4	McKenzie	ND	80
Josepg Palen, a single man	Diamond Resources, Inc.	2-Apr-07	369468	152N	104W	18	Lot 4	McKenzie	ND	40
Josepg Palen, a single man	Diamond Resources, Inc.	2-Apr-07	369468	152N	104W	18	Lot 5	McKenzie	ND	40
Diane Bock, a married woman	Diamond Resources, Inc.	2-Apr-07	369469	152N	104W	18	E2SE4	McKenzie	ND	80
Diane Bock, a married woman	Diamond Resources, Inc.	2-Apr-07	369469	152N	104W	18	Lot 4	McKenzie	ND	40
Diane Bock, a married woman	Diamond Resources, Inc.	2-Apr-07	369469	152N	104W	18	Lot 5	McKenzie	ND	40
Suzanne Larsen Kilian, a married woman	Diamond Resources, Inc.	3-Apr-07	369472	152N	104W	18	E2SE4	McKenzie	ND	80
Suzanne Larsen Kilian, a married woman	Diamond Resources, Inc.	3-Apr-07	369472	152N	104W	18	Lot 4	McKenzie	ND	40

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Suzanne Larsen Kilian, a married woman	Diamond Resources, Inc.	3-Apr-07	369472	152N	104W	18	Lot 5	McKenzie	ND	40
Eileen Palen, a/k/a Eileen B. Palen, a singler woman	Diamond Resources, Inc.	2-Apr-07	369473	152N	104W	18	E2SE4	McKenzie	ND	80
Eileen Palen, a/k/a Eileen B. Palen, a singler woman	Diamond Resources, Inc.	2-Apr-07	369473	152N	104W	18	Lot 4	McKenzie	ND	40
Eileen Palen, a/k/a Eileen B. Palen, a singler woman	Diamond Resources, Inc.	2-Apr-07	369473	152N	104W	18	Lot 5	McKenzie	ND	40
Judith Deegan Andersen, a married woman	Diamond Resources, Inc.	3-Apr-07	369474	152N	104W	18	E2SW4	McKenzie	ND	80
Judith Deegan Andersen, a married woman	Diamond Resources, Inc.	3-Apr-07	369474	152N	104W	18	Lot 4	McKenzie	ND	40
Judith Deegan Andersen, a married woman	Diamond Resources, Inc.	3-Apr-07	369474	152N	104W	18	Lot 5	McKenzie	ND	40
John Larsen, a married man	Diamond Resources, Inc.	3-Apr-07	369475	152N	104W	18	E2SE4	McKenzie	ND	80
John Larsen, a married man	Diamond Resources, Inc.	3-Apr-07	369475	152N	104W	18	Lot 4	McKenzie	ND	40
John Larsen, a married man	Diamond Resources, Inc.	3-Apr-07	369475	152N	104W	18	Lot 5	McKenzie	ND	40
Staci Miller, a single woman	Diamond Resources, Inc.	26-Feb-07	369477	152N	104W	17	SE4SW4	McKenzie	ND	40
Staci Miller, a single woman	Diamond Resources, Inc.	26-Feb-07	369477	152N	104W	17	That part of Lots 3,6 and 7 that lie westerly of the property line by parol agreement	McKenzie	ND	40
Tasha Skye Miller, a/k/a Tasha Skye Bretherick, a single woman	Diamond Resources, Inc.	26-Feb-07	369478	152N	104W	17	SE4SW4	McKenzie	ND	40
Tasha Skye Miller, a/k/a Tasha Skye Bretherick, a single woman	Diamond Resources, Inc.	26-Feb-07	369478	152N	104W	17	That part of Lots 3, 6 and 7 that lies westerly of the property line by parol agreement	McKenzie	ND	40
John Kieffer, a married man	Diamond Resources, Inc.	3-Apr-07	369640	152N	104W	18	E2SE4	McKenzie	ND	80
John Kieffer, a married man	Diamond Resources, Inc.	3-Apr-07	369640	152N	104W	18	Lot 4	McKenzie	ND	40
John Kieffer, a married man	Diamond Resources, Inc.	3-Apr-07	369640	152N	104W	18	Lot 5	McKenzie	ND	40
George Larsen, a married man	Diamond Resources, Inc.	3-Apr-07	369641	152N	104W	18	E2SE4	McKenzie	ND	80
George Larsen, a married man	Diamond Resources, Inc.	3-Apr-07	369641	152N	104W	18	Lot 4	McKenzie	ND	40
George Larsen, a married man	Diamond Resources, Inc.	3-Apr-07	369641	152N	104W	18	Lot 5	McKenzie	ND	40
Michael Palen, a single man	Diamond Resources, Inc.	2-Apr-07	369642	152N	104W	18	E2SE4	McKenzie	ND	80
Michael Palen, a single man	Diamond Resources, Inc.	2-Apr-07	369642	152N	104W	18	Lot 4	McKenzie	ND	40
Michael Palen, a single man	Diamond Resources, Inc.	2-Apr-07	369642	152N	104W	18	Lot 5	McKenzie	ND	40
Richard Larsen, a single man	Diamond Resources, Inc.	3-Apr-07	369643	152N	104W	18	E2SE4	McKenzie	ND	80
Richard Larsen, a single man	Diamond Resources, Inc.	3-Apr-07	369643	152N	104W	18	Lot 4	McKenzie	ND	40
Richard Larsen, a single man	Diamond Resources, Inc.	3-Apr-07	369643	152N	104W	18	Lot 5	McKenzie	ND	40
Robert Larsen, a married man	Diamond Resources, Inc.	4-Apr-07	369644	152N	104W	18	E2SE4	McKenzie	ND	80
Robert Larsen, a married man	Diamond Resources, Inc.	4-Apr-07	369644	152N	104W	18	Lot 4	McKenzie	ND	40
Robert Larsen, a married man	Diamond Resources, Inc.	4-Apr-07	369644	152N	104W	18	Lot 5	McKenzie	ND	40
Kenneth E. Rosack, a widower	Diamond Resources, Inc.	2-Apr-07	369901	152N	104W	18	E2SE4	McKenzie	ND	80
Kenneth E. Rosack, a widower	Diamond Resources, Inc.	2-Apr-07	369901	152N	104W	18	Lot 4	McKenzie	ND	36.32
Kenneth E. Rosack, a widower	Diamond Resources, Inc.	2-Apr-07	369901	152N	104W	18	Lot 5	McKenzie	ND	36.32
James Palen, a married man	Diamond Resources, Inc.	30-Mar-07	369903	152N	104W	18	E2SE4	McKenzie	ND	80
James Palen, a married man	Diamond Resources, Inc.	30-Mar-07	369903	152N	104W	18	Lot 4	McKenzie	ND	40
James Palen, a married man	Diamond Resources, Inc.	30-Mar-07	369903	152N	104W	18	Lot 5	McKenzie	ND	40
Sisiters of the Holy Cross, Inc.	Diamond Resources, Inc.	2-Apr-07	369904	152N	104W	18	E2SE4	McKenzie	ND	80
Sisiters of the Holy Cross, Inc.	Diamond Resources, Inc.	2-Apr-07	369904	152N	104W	18	Lot 4	McKenzie	ND	36.32
Sisiters of the Holy Cross, Inc.	Diamond Resources, Inc.	2-Apr-07	369904	152N	104W	18	Lot 5	McKenzie	ND	36.32

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Charity S. Cooper, a married woman	Diamond Resources, Inc.	27-Mar-07	369905	152N	104W	18	E2SE4	McKenzie	ND	80
Charity S. Cooper, a married woman	Diamond Resources, Inc.	27-Mar-07	369905	152N	104W	18	Lot 4	McKenzie	ND	40
Charity S. Cooper, a married woman	Diamond Resources, Inc.	27-Mar-07	369905	152N	104W	18	Lot 5	McKenzie	ND	40
James Deegan, a widower	Diamond Resources, Inc.	3-Apr-07	370166	152N	104W	18	E2SE4	McKenzie	ND	80
James Deegan, a widower	Diamond Resources, Inc.	3-Apr-07	370166	152N	104W	18	Lot 4	McKenzie	ND	40
James Deegan, a widower	Diamond Resources, Inc.	3-Apr-07	370166	152N	104W	18	Lot 5	McKenzie	ND	40
Mary Wright, a married woman	Diamond Resources, Inc.	27-Mar-07	370167	152N	104W	18	E2SE4	McKenzie	ND	80
Mary Wright, a married woman	Diamond Resources, Inc.	27-Mar-07	370167	152N	104W	18	Lot 4	McKenzie	ND	36.32
Mary Wright, a married woman	Diamond Resources, Inc.	27-Mar-07	370167	152N	104W	18	Lot 5	McKenzie	ND	36.32
Timothy Palen, a married man	Diamond Resources, Inc.	2-Apr-07	370505	152N	104W	18	E2SE4	McKenzie	ND	80
Timothy Palen, a married man	Diamond Resources, Inc.	2-Apr-07	370505	152N	104W	18	Lot 4	McKenzie	ND	40
Timothy Palen, a married man	Diamond Resources, Inc.	2-Apr-07	370505	152N	104W	18	Lot 5	McKenzie	ND	40
Arthur L. DeLong, a/k/a Arthur L. Taylor, a single man	Diamond Resources, Inc.	30-May-07	370508	152N	104W	17	SE4SW4	McKenzie	ND	40
Stearns, David T	Slawson Exploration Company, Inc	10-Jul-07	371506	146N	104W	4	SW4	McKenzie	ND	160
Harley D. Leverenz and Sharon Leverenz, husband and wife	Diamond Resources, Inc.	30-Aug-07	372251	152N	104W	21	Lot 1	McKenzie	ND	42.5
Harley D. Leverenz and Sharon Leverenz, husband and wife	Diamond Resources, Inc.	30-Aug-07	372251	152N	104W	21	NE4SE4	McKenzie	ND	40
Sylvia M. Vinger, a widow	Diamond Resources, Inc.	3-Sep-07	372254	152N	104W	21	Lot 1	McKenzie	ND	42.5
Sylvia M. Vinger, a widow	Diamond Resources, Inc.	3-Sep-07	372254	152N	104W	21	NE4SE4	McKenzie	ND	40
Randall W. Marmon, a single man	Diamond Resources, Inc.	19-Nov-07	373883	152N	104W	17	A Tract in Lot 6, SE4SW4 referred to as IT 1651	McKenzie	ND	40
Judith Miller, a single woman	Diamond Resources, Inc.	3-Dec-07	374090	152N	104W	17	SE4SW4	McKenzie	ND	40
Judith Miller, a single woman	Diamond Resources, Inc.	3-Dec-07	374090	152N	104W	17	That Part of Lots 3, 6 and 7 that lie westerly of the property line by parcel agreement	McKenzie	ND	40
David E. Palen, a married man	Diamond Resources, Inc.	27-Mar-07	374375	152N	104W	18	E2SE4	McKenzie	ND	80
David E. Palen, a married man	Diamond Resources, Inc.	27-Mar-07	374375	152N	104W	18	Lot 4	McKenzie	ND	40
David E. Palen, a married man	Diamond Resources, Inc.	27-Mar-07	374375	152N	104W	18	Lot 5	McKenzie	ND	40
RonaldFetveit, a married man	Diamond Resources, Inc.	21-Feb-09	378306	152N	98W	20	S2NE4	McKenzie	ND	80
RonaldFetveit, a married man	Diamond Resources, Inc.	21-Feb-09	378306	152N	98W	20	SE4NW4	McKenzie	ND	40
RonaldFetveit, a married man	Diamond Resources, Inc.	21-Feb-09	378306	152N	98W	20	SE4SE4	McKenzie	ND	40
Pamela Jackson, a single woman	Diamond Resources, Inc.	21-Apr-09	378310	152N	98W	20	N2SE4	McKenzie	ND	80
Pamela Jackson, a single woman	Diamond Resources, Inc.	21-Apr-09	378310	152N	98W	20	SW4SE4	McKenzie	ND	40
StewartJ.FetveitandCarlaR.Fetveit, husbandandwife	Diamond Resources, Inc.	22-Mar-09	378501	152N	98W	20	S2NE4	McKenzie	ND	80
StewartJ.FetveitandCarlaR.Fetveit, husbandandwife	Diamond Resources, Inc.	22-Mar-09	378501	152N	98W	20	SE4NW4	McKenzie	ND	40
StewartJ.FetveitandCarlaR.Fetveit, husbandandwife	Diamond Resources, Inc.	22-Mar-09	378501	152N	98W	20	SE4SE4	McKenzie	ND	40
Ladd G. Bjomeby, a single man	Diamond Resources, Inc.	21-Feb-09	378503	152N	98W	20	S2NE4	McKenzie	ND	80
Ladd G. Bjomeby, a single man	Diamond Resources, Inc.	21-Feb-09	378503	152N	98W	20	SE4NW4	McKenzie	ND	40
Ladd G. Bjomeby, a single man	Diamond Resources, Inc.	21-Feb-09	378503	152N	98W	20	SE4SE4	McKenzie	ND	40
Kathy Adamic, a married woman	Diamond Resources, Inc.	28-Feb-05	378509	152N	98W	20	N2SE4	McKenzie	ND	80
Kathy Adamic, a married woman	Diamond Resources, Inc.	28-Feb-05	378509	152N	98W	20	NE4SW4	McKenzie	ND	40
Kathy Adamic, a married woman	Diamond Resources, Inc.	9-Jun-09	378509	152N	98W	20	W2NE4	McKenzie	ND	80

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Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Ronald Gunderson, a single man	Diamond Resources, Inc.	5-May-09	378514	152N	98W	20	N2SE4	Mckenzie	ND	80
Ronald Gunderson, a single man	Diamond Resources, Inc.	5-May-09	378514	152N	98W	20	SW4SE4	Mckenzie	ND	40
Larry Gunderson, a married man	Diamond Resources, Inc.	21-Apr-09	378515	152N	98W	20	N2SE4	Mckenzie	ND	80
Larry Gunderson, a married man	Diamond Resources, Inc.	21-Apr-09	378515	152N	98W	20	SW4SE4	Mckenzie	ND	40
StevenMartinFetveit, amarriedman	Diamond Resources, Inc.	21-Feb-09	378520	152N	98W	20	S2NE4	Mckenzie	ND	80
StevenMartinFetveit, amarriedman	Diamond Resources, Inc.	21-Feb-09	378520	152N	98W	20	SE4NW4	Mckenzie	ND	40
StevenMartinFetveit, amarriedman	Diamond Resources, Inc.	21-Feb-09	378520	152N	98W	20	SE4SE4	Mckenzie	ND	40
Vicky Schelde and Jack Schelde, her husband	Diamond Resources, Inc.	21-Apr-09	379075	152N	98W	20	N2SE4	Mckenzie	ND	80
Vicky Schelde and Jack Schelde, her husband	Diamond Resources, Inc.	21-Apr-09	379075	152N	98W	20	SW4SE4	Mckenzie	ND	40
Marica K. Palen, f/k/a Marica K. Williams	Diamond Resources, Inc.	2-Jan-08	381420	152N	104W	18	E2SE4	McKenzie	ND	80
Marica K. Palen, f/k/a Marica K. Williams	Diamond Resources, Inc.	2-Jan-08	381420	152N	104W	18	Lot 4	McKenzie	ND	40
Marica K. Palen, f/k/a Marica K. Williams	Diamond Resources, Inc.	2-Jan-08	381420	152N	104W	18	Lot 5	McKenzie	ND	40
Ryan Oil Company, LLC	Diamond Resources, Inc.	6-Jan-09	556180	155N	100W	11	NW4	Williams	ND	160
Russell E. Houk	Diamond Resources, Inc.	24-Jun-05	609124	28N	59E	33	SE4NW4	Roosevelt	MT	40
Russell E. Houk	Diamond Resources, Inc.	24-Jun-05	609124	28N	59E	33	W2NE4	Roosevelt	MT	80
Russell E. Houk	Diamond Resources, Inc.	24-Jun-05	609124	28N	59E	33	W2NW4	Roosevelt	MT	80
Michael Mellum, as seccessor trustee of the Mellum Family Trust U/A dated 12/19/89	Diamond Resources, Inc.	11-May-05	609131	28N	59E	33	SE4NW4	Roosevelt	MT	40
Michael Mellum, as seccessor trustee of the Mellum Family Trust U/A dated 12/19/89	Diamond Resources, Inc.	11-May-05	609131	28N	59E	33	W2NE4	Roosevelt	MT	80
Michael Mellum, as seccessor trustee of the Mellum Family Trust U/A dated 12/19/89	Diamond Resources, Inc.	11-May-05	609131	28N	59E	33	W2NW4	Roosevelt	MT	80
Kenneth R. Berry Jr. and Leslie A. Berry, husband and wife	Estancia Petroleum Corporation	27-Jun-05	609188	28N	59E	33	SE4NW4	Roosevelt	MT	40
Kenneth R. Berry Jr. and Leslie A. Berry, husband and wife	Estancia Petroleum Corporation	27-Jun-05	609188	28N	59E	33	W2NE4	Roosevelt	MT	80
Kenneth R. Berry Jr. and Leslie A. Berry, husband and wife	Estancia Petroleum Corporation	27-Jun-05	609188	28N	59E	33	W2NW4	Roosevelt	MT	80
Scott D. Dye	Diamond Resoureces, Inc	28-Jun-05	609191	28N	59E	33	NE4NE4 less 1 acre MFD in BK 18 PG 160	Roosevelt	MT	40
Scott D. Dye	Diamond Resoureces, Inc	28-Jun-05	609191	28N	59E	33	SE4NE4	Roosevelt	MT	40
Mary Joann Dye Wait and Jimmy D. Wait, her husband	Diamond Resources, Inc.	28-Jun-05	609255	28N	59E	33	NE4NE4 Less 1 acre MFD in BK 18 PG 160	Roosevelt	MT	40
Mary Joann Dye Wait and Jimmy D. Wait, her husband	Diamond Resources, Inc.	28-Jun-05	609255	28N	59E	33	SE4NE4	Roosevelt	MT	40
Shodair Children's Hospital, Inc	Diamond Resources, Inc.	4-Aug-05	609309	28N	59E	33	NE4NE4 less 1 acre MFD in BK 18 PG 160	Roosevelt	MT	40
Shodair Children's Hospital, Inc	Diamond Resources, Inc.	4-Aug-05	609309	28N	59E	33	SE4NE4	Roosevelt	MT	40
William Dean Helton, a widower	Diamond Resources, Inc.	14-Nov-05	609745	28N	59E	33	NE4NE4 less 1 acre MFD in BK 18 PG 160	Roosevelt	MT	40
William Dean Helton, a widower	Diamond Resources, Inc.	14-Nov-05	609745	28N	59E	33	SE4NE4	Roosevelt	MT	40
Roxy G. Houck	Diamond Resources, Inc.	24-Jun-05	609820	28N	59E	33	SE4NW4	Roosevelt	MT	40
Roxy G. Houck	Diamond Resources, Inc.	24-Jun-05	609820	28N	59E	33	W2NE4	Roosevelt	MT	80
Roxy G. Houck	Diamond Resources, Inc.	24-Jun-05	609820	28N	59E	33	W2NW4	Roosevelt	MT	80
Duane McNary and Darlene H. McNary, husband and wife	Bill L. Seerup	19-May-04	612830	152N	104W	16	Farm Unit 1 in N2SW4	Williams	ND	80
Duane McNary and Darlene H. McNary, husband and wife	Bill L. Seerup	19-May-04	612830	152N	104W	16	Farm Unit 1 in SW4SW4	Williams	ND	40

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Duane McNary and Darlene H. McNary, husband and wife	Bill L. Seerup	19-May-04	612830	152N	104W	11	N2SE4	Williams	ND	80
Duane McNary and Darlene H. McNary, husband and wife	Bill L. Seerup	19-May-04	612830	152N	104W	11	NE4SW4	Williams	ND	40
Duane McNary and Darlene H. McNary, husband and wife	Bill L. Seerup	19-May-04	612830	152N	104W	11	W2NE4	Williams	ND	80
Duane McNary and Darlene H. McNary, husband and wife	Bill L. Seerup	19-May-04	612830	152N	104W	17	Farm Unit 1 Lot 5	Williams	ND	40
Duane McNary and Darlene H. McNary, husband and wife	Bill L. Seerup	19-May-04	612830	152N	104W	17	Farm Unit 1 Lot 8	Williams	ND	40
Diane Maas and Sherman Maas, wife and husband	Bill L. Seerup	19-May-04	613228	152N	104W	16	Farm Unit 1 in N2SW4	Williams	ND	80
Diane Maas and Sherman Maas, wife and husband	Bill L. Seerup	19-May-04	613228	152N	104W	16	Farm Unit 1 in SW4SW4	Williams	ND	40
Diane Maas and Sherman Maas, wife and husband	Bill L. Seerup	19-May-04	613228	152N	104W	11	N2SE4	Williams	ND	80
Diane Maas and Sherman Maas, wife and husband	Bill L. Seerup	19-May-04	613228	152N	104W	11	NE4SW4	Williams	ND	40
Diane Maas and Sherman Maas, wife and husband	Bill L. Seerup	19-May-04	613228	152N	104W	17	Farm Unit 1 Lot 5	Williams	ND	40
Diane Maas and Sherman Maas, wife and husband	Bill L. Seerup	19-May-04	613228	152N	104W	17	Farm Unit 1 Lot 8	Williams	ND	40
Gloria Dockter and Ray Dockte, husband and wife	Bill L. Seerup	19-May-04	613337	152N	104W	16	Farm Unit 1 in N2SW4	Williams	ND	80
Gloria Dockter and Ray Dockte, husband and wife	Bill L. Seerup	19-May-04	613337	152N	104W	16	Farm unit 1 in SW4SW4	Williams	ND	40
Gloria Dockter and Ray Dockte, husband and wife	Bill L. Seerup	19-May-04	613337	152N	104W	11	N2SE4	Williams	ND	80
Gloria Dockter and Ray Dockte, husband and wife	Bill L. Seerup	19-May-04	613337	152N	104W	11	NE4SW4	Williams	ND	40
Gloria Dockter and Ray Dockte, husband and wife	Bill L. Seerup	19-May-04	613337	152N	104W	11	W2NE4	Williams	ND	80
Gloria Dockter and Ray Dockte, husband and wife	Bill L. Seerup	19-May-04	613337	152N	104W	17	Farm unit 1	Williams	ND	40
Lloyd McNary and Shirley McNary, husband and wife	Bill L. Seerup	19-May-04	613642	152N	104W	16	Farm Unit 1 in N2SW4	Williams	ND	80
Lloyd McNary and Shirley McNary, husband and wife	Bill L. Seerup	19-May-04	613642	152N	104W	16	Farm Unit 1 in SW4SW4	Williams	ND	40
Lloyd McNary and Shirley McNary, husband and wife	Bill L. Seerup	19-May-04	613642	152N	104W	11	N2SE4	Williams	ND	80
Lloyd McNary and Shirley McNary, husband and wife	Bill L. Seerup	19-May-04	613642	152N	104W	11	NE4SW4	Williams	ND	40
Lloyd McNary and Shirley McNary, husband and wife	Bill L. Seerup	19-May-04	613642	152N	104W	11	W2NE4	Williams	ND	80
Lloyd McNary and Shirley McNary, husband and wife	Bill L. Seerup	19-May-04	613642	152N	104W	17	Farm Unit 1 Lot 5	Williams	ND	40
Lloyd McNary and Shirley McNary, husband and wife	Bill L. Seerup	19-May-04	613642	152N	104W	17	Farm unit 1 Lot 8	Williams	ND	40
Delmer McNary and Betsy McNary, husband and wife	Bill L. Seerup	19-May-04	613643	152N	104W	16	Farm Unit in N2SW4	Williams	ND	80
Delmer McNary and Betsy McNary, husband and wife	Bill L. Seerup	19-May-04	613643	152N	104W	16	Farm Unit in SW4SW4	Williams	ND	40
Delmer McNary and Betsy McNary, husband and wife	Bill L. Seerup	19-May-04	613643	152N	104W	11	NE4SW4	Williams	ND	40
Delmer McNary and Betsy McNary, husband and wife	Bill L. Seerup	19-May-04	613643	152N	104W	11	W2NE4	Williams	ND	80
Delmer McNary and Betsy McNary, husband and wife	Bill L. Seerup	19-May-04	613643	152N	104W	17	Farm Unit 1 Lot 5	Williams	ND	40
Delmer McNary and Betsy McNary, husband and wife	Bill L. Seerup	19-May-04	613643	152N	104W	17	Farm Unit 1 Lot 8	Williams	ND	40
Floyd McNary and Melba McNary, husband and wife	Bill L. Seerup	19-May-04	613644	152N	104W	16	Farm Unit 1 in N2SW4	Williams	ND	80
Floyd McNary and Melba McNary, husband and wife	Bill L. Seerup	19-May-04	613644	152N	104W	16	Farm Unit 1 in SW4SW4	Williams	ND	40
Floyd McNary and Melba McNary, husband and wife	Bill L. Seerup	19-May-04	613644	152N	104W	11	N2SE4	Williams	ND	80
Floyd McNary and Melba McNary, husband and wife	Bill L. Seerup	19-May-04	613644	152N	104W	11	NE4SW4	Williams	ND	40
Floyd McNary and Melba McNary, husband and wife	Bill L. Seerup	19-May-04	613644	152N	104W	11	W2NE4	Williams	ND	80
Floyd McNary and Melba McNary, husband and wife	Bill L. Seerup	19-May-04	613644	152N	104W	17	Farm unit 1 Lot 5	Williams	ND	40
Floyd McNary and Melba McNary, husband and wife	Bill L. Seerup	19-May-04	613644	152N	104W	17	Farm Unit 1 Lot 8	Williams	ND	40
Debra Marburger	Diamond Resources, Inc.	24-Mar-04	614597	152N	104W	11	S2SE4	Williams	ND	80
Debra Marburger	Diamond Resources, Inc.	24-Mar-04	614597	152N	104W	11	SE4SW4	Williams	ND	40
Richard Marburger, a single man	Diamond Resources, Inc.	24-Mar-04	614598	152N	104W	11	S2SE4	Williams	ND	80
Richard Marburger, a single man	Diamond Resources, Inc.	24-Mar-04	614598	152N	104W	11	SE4SW4	Williams	ND	40

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Helen J. Hill, a married woman	Diamond Resources, Inc.	9-Aug-04	615835	152N	104W	16	E2NE4	Williams	ND	80
Shirley D. Messer, a married woman	Diamond Resources, Inc.	10-Aug-04	615836	152N	104W	16	E2NE4	Williams	ND	80
Kenny M. Wersland and Deborah J. Wersland, husband and wife	Diamond Resources, Inc.	9-Aug-04	615902	152N	104W	16	E2NE4	Williams	ND	80
Connie M. Johnsonm a married woman	Diamond Resources, Inc.	9-Aug-04	615916	152N	104W	16	E2NE4	Williams	ND	80
Harold R. Wersland and Betty J., Wersland, husband and wife	Diamond Resources, Inc.	9-Aug-04	615933	152N	104W	16	E2NE4	Williams	ND	80
Timothy Dishon and Vicki Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617427	152N	104W	16	Farm Unit 2 of the Buford-Trenton Project	Williams	ND	0
Timothy Dishon and Vicki Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617427	152N	104W	11	W2SW4	Williams	ND	80
Timothy Dishon and Vicki Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617427	152N	104W	21	A Tract lying in Sec 21 and 22 MFD in BK 129M PG 431	Williams	ND	40
Timothy Dishon and Vicki Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617427	152N	104W	21	Farm Unit 2 of the Buford-Trenton Project	Williams	ND	40
Janis Dishon Dahl and Bruce Dahl, her husband	Diamond Resources, Inc.	23-Sep-04	617428	152N	104W	16	Farm Unit 2	Williams	ND	0
Janis Dishon Dahl and Bruce Dahl, her husband	Diamond Resources, Inc.	23-Sep-04	617428	152N	104W	11	W2SW4	Williams	ND	80
Janis Dishon Dahl and Bruce Dahl, her husband	Diamond Resources, Inc.	23-Sep-04	617428	152N	104W	17	Farm Unit 02 of the Buford-Trenton Project	Williams	ND	40
Janis Dishon Dahl and Bruce Dahl, her husband	Diamond Resources, Inc.	23-Sep-04	617428	152N	104W	21	A tract lying in section 21 and 22 MFD in BK 129 PG 431	Williams	ND	40
Janis Dishon Dahl and Bruce Dahl, her husband	Diamond Resources, Inc.	23-Sep-04	617428	152N	104W	21	Farm Unit 2 of the Buford-Trenton Project	Williams	ND	40
William Dishon and Debbie Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617429	152N	104W	16	Farm Unit 2 of the Buford-Trenton Project	Williams	ND	0
William Dishon and Debbie Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617429	152N	104W	11	W2SW4	Williams	ND	80
William Dishon and Debbie Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617429	152N	104W	17	Farm Unit 2 of the Buford- Trenton Project	Williams	ND	40
William Dishon and Debbie Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617429	152N	104W	21	A Tract lying in Sec 21 and 22 MFD in BK 129M PG 431	Williams	ND	40
William Dishon and Debbie Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617429	152N	104W	21	Farm Unit 2 of the Buford-Trenton Project	Williams	ND	40
Robert Dishon and Kim Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617430	152N	104W	16	Farm Unit 2	Williams	ND	0
Robert Dishon and Kim Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617430	152N	104W	11	W2SW4	Williams	ND	80
Robert Dishon and Kim Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617430	152N	104W	17	Farm Unit 2 of the Buford-Trenton Project	Williams	ND	40
Robert Dishon and Kim Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617430	152N	104W	21	A tract lying in section 21 and 22 MFD in BK 129M PG 431	Williams	ND	40
Robert Dishon and Kim Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617430	152N	104W	21	Farm Unit 2 of the Buford-Trenton Project	Williams	ND	40
Thomas R. Dishon and Brenda Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617431	152N	104W	16	Farm Unit 2 of the Buford-Trenton Project	Williams	ND	0
Thomas R. Dishon and Brenda Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617431	152N	104W	11	W2SW4	Williams	ND	80
Thomas R. Dishon and Brenda Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617431	152N	104W	17	Farm unit 2 of the Buford Trenton Project	Williams	ND	40

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Thomas R. Dishon and Brenda Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617431	152N	104W	21	A tract of land lying in Sec 21 and 22 MFD in BK 129N PG 431	Williams	ND	40
Thomas R. Dishon and Brenda Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617431	152N	104W	21	Farm Unit 2 of the Buford-Trenton Project	Williams	ND	40
Terry Dishon and luei Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617585	152N	104W	16	Farm Unit 2 of the Buford -Trenton Project	Williams	ND	0
Terry Dishon and luei Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617585	152N	104W	11	W2SW4	Williams	ND	80
Terry Dishon and luei Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617585	152N	104W	17	Farm Unit 2 of the Buford-Trenton Project	Williams	ND	40
Terry Dishon and luei Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617585	152N	104W	21	A Tract lying in Sec 21 and 22 MFD in BK 129M PG 431	Williams	ND	40
Terry Dishon and luei Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617585	152N	104W	21	Farm Unit 2 of the Buford-Trenton Project	Williams	ND	40
G. John Schmitz, a married man	Powers Energy Corporation	17-May-05	628170	154N	99W	15	S2SW4	Williams	ND	80
Arthur Anderson and Ann Anderson, husband and wife	Diamond Resources, Inc.	25-Oct-05	629750	152N	104W	11	W2SE4	Williams	ND	80
Leonard T. Harstad, a/k/a Leonard Harstad, a married man	Diamond Resources, Inc.	28-Nov-05	630519	154N	99W	15	S2NW4	Williams	ND	80
Leonard T. Harstad, a/k/a Leonard Harstad, a married man	Diamond Resources, Inc.	28-Nov-05	630519	154N	99W	15	N2SW4	Williams	ND	80
Jeffrey Pickar and Judy Pickar, husband and wife	Diamond Resources, CO.	28-Dec-05	631220	154N	99W	13	SW4NE4	Williams	ND	40
Jeffrey Pickar and Judy Pickar, husband and wife	Diamond Resources, CO.	28-Dec-05	631220	154N	99W	13	W2SE4	Williams	ND	80
Laura A. Anderson, f/k/a Laura A. Moore, a married woman	Diamond Resources, CO.	6-Dec-05	631222	154N	99W	13	N2SW4	Williams	ND	80
Laura A. Anderson, f/k/a Laura A. Moore, a married woman	Diamond Resources, CO.	6-Dec-05	631222	154N	99W	13	SE4NW4	Williams	ND	40
Laura A. Anderson, f/k/a Laura A. Moore, a married woman	Diamond Resources, CO.	6-Dec-05	631222	154N	99W	13	SE4SW4	Williams	ND	40
Esther P. Tofte, Trustee of the Tofte Family Trust UDT Dated 11/19/90	Diamond Resources, CO	22-Dec-05	631223	154N	99W	13	W2SE4	Williams	ND	80
Esther P. Tofte, Trustee of the Tofte Family Trust UDT Dated 11/19/90	Diamond Resources, CO	22-Dec-05	631223	154N	99W	13	SW4NE4	Williams	ND	40
Esther P. Tofte, Trustee of the Tofte Family Trust UDT Dated 11/19/90	Diamond Resources, CO	22-Dec-05	631223	154N	99W	15	NE4	Williams	ND	160
Esther P. Tofte, Trustee of the Tofte Family Trust UDT Dated 11/19/90	Diamond Resources, CO	22-Dec-05	631223	154N	99W	15	N2NW4	Williams	ND	80
Gary E. Tofte, Individually and as Trustee of the Gary E. Tofte Trust UDT dated 9/10/92	Diamond Resources, CO	22-Dec-05	631224	154N	99W	13	SW4NE4	Williams	ND	40
Gary E. Tofte, Individually and as Trustee of the Gary E. Tofte Trust UDT dated 9/10/92	Diamond Resources, CO	22-Dec-05	631224	154N	99W	13	W2SE4	Williams	ND	80
Leroy Dittmer and Connie Dittmer, husband and wife	Diamond Resources, CO.	22-Dec-05	631225	154N	99W	13	SW4NE4	Williams	ND	40
Leroy Dittmer and Connie Dittmer, husband and wife	Diamond Resources, CO.	22-Dec-05	631225	154N	99W	13	W2SE4	Williams	ND	80
Rodney Tofte, a/k/a Rodney M. Tofte, a married man	Diamond Resources, CO.	22-Dec-05	631226	154N	99W	13	SW4NE4	Williams	ND	40
Rodney Tofte, a/k/a Rodney M. Tofte, a married man	Diamond Resources, CO.	22-Dec-05	631226	154N	99W	13	W2SE4	Williams	ND	80
Rodney Tofte, a/k/a Rodney M. Tofte, a married man	Diamond Resources, CO.	22-Dec-05	631226	154N	99W	15	NE4	Williams	ND	160
Rodney Tofte, a/k/a Rodney M. Tofte, a married man	Diamond Resources, CO.	22-Dec-05	631226	154N	99W	15	N2NW4	Williams	ND	80
Ernest Leonard and Beverly Leonard, husband and wife	Diamond Resources, CO	22-Dec-05	631227	154N	99W	13	SW4NE4	Williams	ND	40
Ernest Leonard and Beverly Leonard, husband and wife	Diamond Resources, CO	22-Dec-05	631227	154N	99W	13	W2SE4	Williams	ND	80
Kim D. Severson, a single man	Diamond Resources, CO.	30-Nov-05	631228	154N	99W	15	S2NW4	Williams	ND	80
Kim D. Severson, a single man	Diamond Resources, CO.	30-Nov-05	631228	154N	99W	15	N2SW4	Williams	ND	80
Andrew Palmer Rich, a single man	Diamond Resources, Inc.	7-Dec-05	631229	154N	99W	15	SE4	Williams	ND	160
Stephanie Palmer Rich, a single woman	Diamond Resources, Inc.	7-Dec-05	631229	154N	99W	15	SE4	Williams	ND	160

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Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Jerald H. Stockmam, Trustee of the Wallace H. Stockman Testamentary Trust #1, created by the LWT of Henry Wallace Stockman	Diamond Resources, CO.	1-Dec-05	631230	154N	99W	14	SE4NE4	Williams	ND	40
Jerald H. Stockmam, Trustee of the Wallace H. Stockman Testamentary Trust #1, created by the LWT of Henry Wallace Stockman	Diamond Resources, CO.	1-Dec-05	631230	154N	99W	14	N2SE4	Williams	ND	80
Jerald H. Stockmam, Trustee of the Wallace H. Stockman Testamentary Trust #1, created by the LWT of Henry Wallace Stockman	Diamond Resources, CO.	1-Dec-05	631230	154N	99W	14	SW4SE4	Williams	ND	40
Robert P. Engstrom, a single man	Diamond Resources, CO.	1-Dec-05	631231	154N	99W	14	SE4NE4	Williams	ND	40
Robert P. Engstrom, a single man	Diamond Resources, CO.	1-Dec-05	631231	154N	99W	14	N2SE4	Williams	ND	80
Robert P. Engstrom, a single man	Diamond Resources, CO.	1-Dec-05	631231	154N	99W	14	SW4SE4	Williams	ND	40
Thelma Hagen, a widow	Diamond Resources, CO.	29-Nov-05	631233	154N	99W	15	S2SW4	Williams	ND	80
Kayleen R. Severson, a single woman	Diamond Resources, CO.	30-Nov-05	631234	154N	99W	15	S2NW4	Williams	ND	80
Kayleen R. Severson, a single woman	Diamond Resources, CO.	30-Nov-05	631234	154N	99W	15	N2SW4	Williams	ND	80
Vicki Kennerud, a single woman	Diamond Resources	6-Dec-05	631235	154N	99W	13	N2SW4	Williams	ND	80
Vicki Kennerud, a single woman	Diamond Resources	6-Dec-05	631235	154N	99W	13	SE4NW4	Williams	ND	40
Vicki Kennerud, a single woman	Diamond Resources	6-Dec-05	631235	154N	99W	13	SE4SW4	Williams	ND	40
Jerry Wayne Jordan, a single man and Austin J.C. Jordan, a single man	Diamond Resources, CO.	7-Dec-05	631236	154N	99W	14	SW4SE4	Williams	ND	40
Jerry Wayne Jordan, a single man and Austin J.C. Jordan, a single man	Diamond Resources, CO.	7-Dec-05	631236	154N	99W	14	SE4NE4	Williams	ND	40
Jerry Wayne Jordan, a single man and Austin J.C. Jordan, a single man	Diamond Resources, CO.	7-Dec-05	631236	154N	99W	14	N2SE4	Williams	ND	80
David Kennerud, a married man	Diamond Resources, CO	6-Dec-05	631237	154N	99W	13	N2SW4	Williams	ND	80
David Kennerud, a married man	Diamond Resources, CO	6-Dec-05	631237	154N	99W	13	SE4NW4	Williams	ND	40
David Kennerud, a married man	Diamond Resources, CO	6-Dec-05	631237	154N	99W	13	SE4SW4	Williams	ND	40
Donald R. Kennerud and Mildred A. Kennerud, husband and wife	Diamond Resources, CO	6-Dec-05	631238	154N	99W	13	N2SW4	Williams	ND	80
Donald R. Kennerud and Mildred A. Kennerud, husband and wife	Diamond Resources, CO	6-Dec-05	631238	154N	99W	13	SE4NW4	Williams	ND	40
Donald R. Kennerud and Mildred A. Kennerud, husband and wife	Diamond Resources, CO	6-Dec-05	631238	154N	99W	13	SE4SW4	Williams	ND	40
Deborah Palmer Rich, a married woman	Diamond Resources, CO.	7-Dec-05	631239	154N	99W	15	SE4	Williams	ND	160
Joan Jensen, a married woman	Diamond Resources, CO.	30-Nov-05	631240	154N	99W	15	S2NW4	Williams	ND	80
Joan Jensen, a married woman	Diamond Resources, CO.	30-Nov-05	631240	154N	99W	15	N2SW4	Williams	ND	80
Janet Lee Rodesch, a married woman	Diamond Resources, CO.	14-Dec-05	631517	154N	99W	13	SW4SW4	Williams	ND	40
Janet Lee Rodesch, a married woman	Diamond Resources, CO.	14-Dec-05	631517	154N	99W	14	SE4SE4	Williams	ND	40
Gerald D. Long, Attorney-in-fact for Jean Long	Diamond Resources, CO.	14-Dec-05	631518	154N	99W	14	SE4NE4	Williams	ND	40

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Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Gerald D. Long, Attorney-in-fact for Jean Long	Diamond Resources, CO.	14-Dec-05	631518	154N	99W	14	N2SE4	Williams	ND	80
Gerald D. Long, Attorney-in-fact for Jean Long	Diamond Resources, CO.	14-Dec-05	631518	154N	99W	14	SW4SE4	Williams	ND	40
Gerald D. Long, Attorney-in-fact for Jean Long	Diamond Resources, CO.	14-Dec-05	631518	154N	99W	14	SW4	Williams	ND	160
Kathy Severson, a single woman	Diamond Resources, CO.	30-Nov-05	631519	154N	99W	15	S2NW4	Williams	ND	80
Kathy Severson, a single woman	Diamond Resources, CO.	30-Nov-05	631519	154N	99W	15	N2SW4	Williams	ND	80
Michael K. Selle, a single man	Diamond Resources, CO.	28-Dec-05	631520	154N	99W	15	N2SW4	Williams	ND	80
Michael K. Selle, a single man	Diamond Resources, CO.	28-Dec-05	631520	154N	99W	15	S2NW4	Williams	ND	80
Micheal K. Selle, a single man	Diamond Resources, CO.	28-Dec-05	631520	154N	99W	15	S2NW4	Williams	ND	80
Micheal K. Selle, a single man	Diamond Resources, CO.	28-Dec-05	631520	154N	99W	15	N2SW4	Williams	ND	80
JoAnn Jorgenson Torvie, a married woman	Diamond Resources, CO.	1-Dec-05	631782	154N	99W	13	SW4SW4	Williams	ND	40
JoAnn Jorgenson Torvie, a married woman	Diamond Resources, CO.	1-Dec-05	631782	154N	99W	14	SE4SE4	Williams	ND	40
Leroy Edwin Jorgenson, a married man	Diamond Resources, CO.	14-Dec-05	632207	154N	99W	13	SW4SW4	Williams	ND	40
Leroy Edwin Jorgenson, a married man	Diamond Resources, CO.	14-Dec-05	632207	154N	99W	14	SE4SE4	Williams	ND	40
Christina M. Shannon, a single woman	Diamond Resources, CO	6-Dec-05	633495	154N	99W	13	N2SW4	Williams	ND	80
Christina M. Shannon, a single woman	Diamond Resources, CO	6-Dec-05	633495	154N	99W	13	SE4NW4	Williams	ND	40
Christina M. Shannon, a single woman	Diamond Resources, CO	6-Dec-05	633495	154N	99W	13	SE4SW4	Williams	ND	40
Deborah J. Palmer and American State Bank and Trust, as Trustees of the Everett E. Palmer Family Trust	Diamond Resources, CO.	1-Dec-05	633496	154N	99W	15	SE4	Williams	ND	160
James Jarold Pepple, a married man	Diamond Resources, CO.	4-Apr-06	634588	154N	99W	13	E2E2	Williams	ND	160
Orville M. Erickson, a single man	Diamond Resources, Inc.	30-May-06	635962	154N	99W	15	S2SW4	Williams	ND	80
Orville M. Erickson, a single man	Diamond Resources, CO.	30-May-06	635962	154N	99W	15	S2SW4	Williams	ND	80
Juanita I. Neff, a married woman	Diamond Resources, Inc.	8-Aug-06	638434	154N	99W	15	S2SW4	Williams	ND	80
Joyce N. Montgomery, a single woman	Diamond Resources, CO.	1-Aug-06	638435	154N	99W	13	N2NW4	Williams	ND	80
Joyce N. Montgomery, a single woman	Diamond Resources, CO.	1-Aug-06	638435	154N	99W	13	NW4NE4	Williams	ND	40
Joyce N. Montgomery, a single woman	Diamond Resources, CO.	1-Aug-06	638435	154N	99W	13	SW4NW4	Williams	ND	40
Joyce N. Montgomery, a single woman	Diamond Resources, CO.	1-Aug-06	638435	154N	99W	14	N2NE2	Williams	ND	80
Joyce N. Montgomery, a single woman	Diamond Resources, CO.	1-Aug-06	638435	154N	99W	14	SW4NE4	Williams	ND	40
Joyce N. Montgomery, a single woman	Diamond Resources, CO.	1-Aug-06	638435	154N	99W	14	NW4	Williams	ND	160
Richard M Arcand, as Attorney-in-Fact for Edna M. Arcand, a widow	Diamond Resources, CO.	1-Aug-06	638436	154N	99W	13	N2NW4	Williams	ND	80
Richard M Arcand, as Attorney-in-Fact for Edna M. Arcand, a widow	Diamond Resources, CO.	1-Aug-06	638436	154N	99W	13	NW4NE4	Williams	ND	40
Richard M Arcand, as Attorney-in-Fact for Edna M. Arcand, a widow	Diamond Resources, CO.	1-Aug-06	638436	154N	99W	13	SW4NW4	Williams	ND	40
Richard M Arcand, as Attorney-in-Fact for Edna M. Arcand, a widow	Diamond Resources, CO.	1-Aug-06	638436	154N	99W	14	N2NE4	Williams	ND	80

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Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Richard M Arcand, as Attorney-in-Fact for Edna M. Arcand, a widow	Diamond Resources, CO.	1-Aug-06	638436	154N	99W	14	SW4NE4	Williams	ND	40
Richard M Arcand, as Attorney-in-Fact for Edna M. Arcand, a widow	Diamond Resources, CO.	1-Aug-06	638436	154N	99W	14	NW4	Williams	ND	160
Tricia Steffan, as Personal Representative of the Estate of Marilyn L. Anseth	Diamond Resources, CO.	8-Aug-06	638437	154N	99W	15	S2SW4	Williams	ND	80
Tricia Steffan, as Personal Representative of the Estate of Marilyn L. Anseth	Diamond Resources, CO.	8-Aug-06	638437	154N	99W	15	S2SW4	Williams	ND	80
Katherine Cox, a married woman	Diamond Resources, CO.	1-Aug-06	638438	154N	99W	13	N2NW4	Williams	ND	80
Katherine Cox, a married woman	Diamond Resources, CO.	1-Aug-06	638438	154N	99W	13	NW4NE4	Williams	ND	40
Katherine Cox, a married woman	Diamond Resources, CO.	1-Aug-06	638438	154N	99W	13	SW4NW4	Williams	ND	40
Katherine Cox, a married woman	Diamond Resources, CO.	1-Aug-06	638438	154N	99W	14	N2NE4	Williams	ND	80
Katherine Cox, a married woman	Diamond Resources, CO.	1-Aug-06	638438	154N	99W	14	SW4NE4	Williams	ND	40
Katherine Cox, a married woman	Diamond Resources, CO.	1-Aug-06	638438	154N	99W	14	NW4	Williams	ND	160
Richard M. Arcand, a single man	Diamond Resources, CO.	1-Aug-06	638439	154N	99W	13	NW4NE4	Williams	ND	40
Richard M. Arcand, a single man	Diamond Resources, CO.	1-Aug-06	638439	154N	99W	13	SW4NW4	Williams	ND	40
Richard M. Arcand, a single man	Diamond Resources, CO.	1-Aug-06	638439	154N	99W	14	N2NE4	Williams	ND	80
Richard M. Arcand, a single man	Diamond Resources, CO.	1-Aug-06	638439	154N	99W	14	SW4NE4	Williams	ND	40
Richard M. Arcand, a single man	Diamond Resources, CO.	1-Aug-06	638439	154N	99W	14	NW4	Williams	ND	160
Dennis W. Yockim, a single man	Diamond Resources, Co	12-Aug-06	639073	154N	99W	15	S2SW4	Williams	ND	80
Dennis W. Yockim, a single man	Diamond Resources, CO.	12-Aug-06	639073	154N	99W	15	S2SW4	Williams	ND	80
Lillian Dasinger Trustee of the Lillian Dasinger Family Trust created by Revocable Living Trust agreement dated 1/2/1996	Diamond Resources, Inc.	29-Nov-06	641249	152N	104W	16	W2NW4	Williams	ND	80
Gary L. Melland Personal Representative of the Estate of Clearence Melland	Diamond Resources, Inc.	22-Nov-06	641250	152N	104W	16	Farm Unit 3 in in SW4SW4	Williams	ND	40
Gary L. Melland Personal Representative of the Estate of Clearence Melland	Diamond Resources, Inc.	22-Nov-06	641250	152N	104W	16	Farm Unit 3 in Lot 2	Williams	ND	
Gary L. Melland Personal Representative of the Estate of Clearence Melland	Diamond Resources, Inc.	22-Nov-06	641250	152N	104W	16	Farm Unit 3 in lot 3	Williams	ND	
Gary L. Melland Personal Representative of the Estate of Clearence Melland	Diamond Resources, Inc.	22-Nov-06	641250	152N	104W	16	Farm Unit 3 in N2SW4	Williams	ND	80
Lois J. Hall and Larry Hall, her husband	Diamond Resources, Inc.	29-Nov-06	641251	152N	104W	16	W2NW4	Williams	ND	80
Kathrine Paschke, a widow	Diamond Resources, Inc.	23-Nov-06	641252	152N	104W	16	Farm Unit 2 in Lot 3	Williams	ND	
Kathrine Paschke, a widow	Diamond Resources, Inc.	23-Nov-06	641252	152N	104W	16	Farm Unit 3 in Lot 2	Williams	ND	
Kathrine Paschke, a widow	Diamond Resources, Inc.	23-Nov-06	641252	152N	104W	16	Farm Unit 3 in N2SW4	Williams	ND	80
Kathrine Paschke, a widow	Diamond Resources, Inc.	23-Nov-06	641252	152N	104W	16	Farm Unit 3 in SW4SW4	Williams	ND	40

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Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Marcia G. Farrell and Michael Farrell, her husband	Diamond Resources, Inc.	29-Nov-06	641749	152N	104W	16	W2NW4	Williams	ND	80
Ruth Elizabeth Dorfner	Diamond Resources, Inc.	29-Nov-06	641750	152N	104W	16	W2NW4	Williams	ND	80
Betty Lou Stocking, a widow	Diamond Resources, Inc.	6-Dec-06	641751	152N	104W	16	W2NW4	Williams	ND	80
Richard Forest Sawdy and Marlene Sawdy, husband and wife	Diamond Resources, Inc.	29-Nov-06	641752	152N	104W	16	W2NW4	Williams	ND	80
John F. Steinbeck and Margaret Steinbeck, husband and wife	Diamond Resources, Inc.	29-Nov-06	641753	152N	104W	16	W2NW4	Williams	ND	80
Myrna I. Robinson and Lester Robinson, her husband	Diamond Resources, Inc.	10-Apr-07	641754	152N	104W	16	W2NW4	Williams	ND	80
Pearl Mary Lewis, f/k/a Pearl Mary Reeve	Diamond Resources, Inc.	29-Nov-06	641755	152N	104W	16	W2NW4	Williams	ND	80
Frank A. Steinbeck and Patricia E. Steinbeck, husband and wife	Diamond Resources, Inc.	29-Nov-06	641756	152N	104W	16	W2NW4	Williams	ND	80
Thomas W. Hanger	Diamond Resources, Inc.	29-Nov-06	641757	152N	104W	16	W2NW4	Williams	ND	80
Kenneth D. Larson and Roxanne Larson, husband and wife	Diamond Resources, Inc.	29-Nov-06	641758	152N	104W	16	W2NW4	Williams	ND	80
Douglas F. Engel and Niki Engel, husband and wife	Diamond Resources, Inc.	29-Nov-06	641759	152N	104W	16	W2NW4	Williams	ND	80
Louella Bricker, a married woman	Diamond Resources, Inc.	29-Nov-06	642199	152N	104W	16	W2NW4	Williams	ND	80
Gerald O. Selby and Linda Selby, husband and wife	Diamond Resources, Inc.	28-Nov-06	642200	152N	104W	16	W2NW4	Williams	ND	80
Frank A. Steinbeck and Patricia E. Steinbeck, husband and wife	Diamond Resources, Inc.	6-Apr-07	644776	152N	104W	17	Lot 4	Williams	ND	40
Frank A. Steinbeck and Patricia E. Steinbeck, husband and wife	Diamond Resources, Inc.	6-Apr-07	644776	152N	104W	17	NE4NE4 Less 7.75 acre tract MFD IN BK PG 292	Williams	ND	32.25
John F. Steinbeck and Margaret Steinbeck, husband and wife	Diamond Resources, Inc.	6-Apr-07	644777	152N	104W	17	Lot 4	Williams	ND	40
John F. Steinbeck and Margaret Steinbeck, husband and wife	Diamond Resources, Inc.	6-Apr-07	644777	152N	104W	17	NE4NE4 Less 7.75 acres MFD in BK 83 PG 292	Williams	ND	32.25
Kenneth D. Larson and Roxanne Larson, husband and wife	Diamond Resources, Inc.	6-Apr-07	644778	152N	104W	17	NE4NE4 Less 7.75 acres MFD in Book 83 PG 292	Williams	ND	32.25
Richard Forest Sawdy and Marlene Sawdy, husband and wife	Diamond Resources, Inc.	9-Apr-07	644779	152N	104W	17	Lot 4	Williams	ND	40
Richard Forest Sawdy and Marlene Sawdy, husband and wife	Diamond Resources, Inc.	9-Apr-07	644779	152N	104W	17	NE4NE4 Less 7.75 acre Tract MFD In BK 83 PG 292	Williams	ND	32.25
Lois J. Hall and Larry Hall, her husband	Diamond Resources, Inc.	6-Apr-07	644780	152N	104W	17	Lot 4	Williams	ND	40
Lois J. Hall and Larry Hall, her husband	Diamond Resources, Inc.	6-Apr-07	644780	152N	104W	17	NE4NE4 Less 7.75 acre tract MFD in Book 83 PG 293	Williams	ND	32.25
Thomas William Hanger	Diamond Resources, Inc.	9-Apr-07	644781	152N	104W	17	Lot 4	Williams	ND	40
Thomas William Hanger	Diamond Resources, Inc.	9-Apr-07	644781	152N	104W	17	NE4NE4 Less 7.75 acre tract MFD in Book 83 PG 292	Williams	ND	32.25
Myrna I. Robinson and Lester Robinson, her husband	Diamond Resources, Inc.	6-Apr-07	644782	152N	104W	17	Lot 4	Williams	ND	40
Myrna I. Robinson and Lester Robinson, her husband	Diamond Resources, Inc.	6-Apr-07	644782	152N	104W	17	NE4NE4 Less 7.75 acres MFD in Book 83 PG 292	Williams	ND	32.25
Lillian Dasinger, as Trustee of the Lillian Dasinger Family Trust created by Revocable Living Trust agreement dated 1/2/1996	Diamond Resources, Inc.	6-Apr-07	644785	152N	104W	17	NE4NE4 Less 7.75 acre Tract MFD in Book 83 PG 292	Williams	ND	32.25
Sandy River Resources, LLC	Diamond Resources, Inc.	10-Apr-07	644786	152N	104W	16	Farm Unit 1 in N2SW4	Williams	ND	80
Sandy River Resources, LLC	Diamond Resources, Inc.	10-Apr-07	644786	152N	104W	16	Farm Unit 1 in SW4SW4	Williams	ND	40
Sandy River Resources, LLC	Diamond Resources, Inc.	10-Apr-07	644786	152N	104W	11	E2NE4	Williams	ND	80
Sandy River Resources, LLC	Diamond Resources, Inc.	10-Apr-07	644786	152N	104W	17	Farm Unit 1 Lot 5	Williams	ND	40
Sandy River Resources, LLC	Diamond Resources, Inc.	10-Apr-07	644786	152N	104W	17	Farm Unit 1 Lot 8	Williams	ND	40
Dudley J. Stuber as Trustee of the D.J. Stuber Land & Royalty Trust	Diamond Resource, Inc.	10-Apr-07	644787	152N	104W	16	W2NW4	Williams	ND	80
Dudley J. Stuber as Trustee of the D.J. Stuber Land & Royalty Trust	Diamond Resource, Inc.	10-Apr-07	644787	152N	104W	17	Lot 4	Williams	ND	40

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Dudley J. Stuber as Trustee of the D.J. Stuber Land & Royalty Trust	Diamond Resource, Inc.	10-Apr-07	644787	152N	104W	17	NE4NE4 Less 7.75 acre Teact MFD in BK 83 PG 292	Williams	ND	32.25
Jerry Zimmerman and Susan Zimmerman, husband and wife	Diamond Resources, Inc.	12-Apr-07	645050	152N	104W	16	NW4SE4 Less a 21.70 acre tract more fully described in Book 115 PG 121	Williams	ND	58.3
Judy Heupel and Ken Heupel, her husband	Diamond Resources, Inc.	18-Apr-07	645052	152N	104W	16	W2NE4 less a 21.70 acre tract MFD in Book 115 PG 121	Williams	ND	58.3
Dorothy L. Zimmerman, gardian for Randal Zimmerman, a single man	Diamond Resources, Inc.	18-Apr-07	645053	152N	104W	16	W2NE4 Less a 21.70 acre tract more fully described in Book 115 PG 121	Williams	ND	58.3
Tracy Dawn Rude, a married woman	Diamond Resources, Inc.	10-Apr-07	645054	152N	104W	16	W2NW4	Williams	ND	80
Tracy Dawn Rude, a married woman	Diamond Resources, Inc.	10-Apr-07	645054	152N	104W	17	Lot 4	Williams	ND	40
Tracy Dawn Rude, a married woman	Diamond Resources, Inc.	10-Apr-07	645054	152N	104W	17	NE4NE4 Less 7.75 Acre tract MFD in BK 83 PG 292	Williams	ND	32.25
Jason Scott Hukill	Diamond Resources, Inc.	10-Apr-07	645055	152N	104W	16	W2NW4	Williams	ND	80
Jason Scott Hukill	Diamond Resources, Inc.	10-Apr-07	645055	152N	104W	17	Lot 4	Williams	ND	40
Jason Scott Hukill	Diamond Resources, Inc.	10-Apr-07	645055	152N	104W	17	NE4NE4 Less 7.75 acre tract MFD in Book 83 PG 292	Williams	ND	32.25
Lyn Russell and Gary Russell, her husband	Diamond Resources, Inc.	18-Apr-07	645056	152N	104W	16	W2NE4 Less a 21.70 acre tract MFD in Book 115 PG 121	Williams	ND	58.3
Sandy Hurley and Jeff Hurley, her husband	Diamond Resources, Inc.	18-Apr-07	645057	152N	104W	16	W2NE4 lesss a 21.70 acre tract MFD in Book 115 PG 121	Williams	ND	58.3
Dorothy L. Zimmerman, a widow	Diamond Resources, Inc.	18-Apr-07	645058	152N	104W	16	W2NE4 Less a 21.70 acre tract more fully described in Book 115 PG 121	Williams	ND	58.3
Douglas F. Engel and Niki Engle, husband and wife	Diamond Resources, Inc.	6-Apr-07	645059	152N	104W	17	Lot 4	Williams	ND	40
Douglas F. Engel and Niki Engle, husband and wife	Diamond Resources, Inc.	6-Apr-07	645059	152N	104W	17	NE4NE4 Less 7.75 acre Tract MFD in Book 83 PG 292	Williams	ND	32.25
Pearl Mary Lewis, f/k/a Pearl Mary Reeve	Diamond Resources, Inc.	6-Apr-07	645060	152N	104W	17	Lot 4	Williams	ND	40
Pearl Mary Lewis, f/k/a Pearl Mary Reeve	Diamond Resources, Inc.	6-Apr-07	645060	152N	104W	17	NE4NE4 Less 7.75 acres MFD in Book 83 PG 292	Williams	ND	32.25
Robert K. Thompson, a single man	Diamond Resources, Inc.	10-Apr-07	645063	152N	104W	16	Farm Unit 1 in N2SW4	Williams	ND	80
Robert K. Thompson, a single man	Diamond Resources, Inc.	10-Apr-07	645063	152N	104W	16	Farm Unit 1 in SW4SW4	Williams	ND	40
Robert K. Thompson, a single man	Diamond Resources, Inc.	10-Apr-07	645063	152N	104W	11	E2NE4	Williams	ND	80
Robert K. Thompson, a single man	Diamond Resources, Inc.	10-Apr-07	645063	152N	104W	17	Farm Unit 1 Lot 5	Williams	ND	40
Robert K. Thompson, a single man	Diamond Resources, Inc.	10-Apr-07	645063	152N	104W	17	Farm Unit 1 Lot 8	Williams	ND	40
Louella Bricker	Diamond Resources, Inc.	9-Apr-07	645064	152N	104W	17	Lot 4	Williams	ND	40
Louella Bricker	Diamond Resources, Inc.	9-Apr-07	645064	152N	104W	17	NE4NE4 Leas a 7.75 Acre Tract MFD in Book 83 PG 292	Williams	ND	32.25
Herb Neukircher, a single man	Diamond Resourtces, Inc.	25-Apr-07	645065	152N	104W	16	Farm Unit 1 in N2SW4	Williams	ND	80
Herb Neukircher, a single man	Diamond Resourtces, Inc.	25-Apr-07	645065	152N	104W	16	Farm Unit 1 in SW4SW4	Williams	ND	40
Herb Neukircher, a single man	Diamond Resourtces, Inc.	25-Apr-07	645065	152N	104W	17	Farm unit 1 Lot 5	Williams	ND	40

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Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Herb Neukircher, a single man	Diamond Resources, Inc.	25-Apr-07	645065	152N	104W	17	Farm Unit 1 Lot 8	Williams	ND	40
Ruth Elizabeth Dorfner	Diamond Resources, Inc.	9-Apr-07	645066	152N	104W	17	Lot 4	Williams	ND	40
Ruth Elizabeth Dorfner	Diamond Resources, Inc.	9-Apr-07	645066	152N	104W	17	NE4NE4 Less 7.75 acre Tract MFD in Book 83 PG 292	Williams	ND	32.25
Judith A. Kraft, a/k/a Judy A. Kraft, a married woman	Diamond Resources, Inc.	23-Apr-07	645067	152N	104W	16	Farm Unit 1 in N2SW4	Williams	ND	80
Judith A. Kraft, a/k/a Judy A. Kraft, a married woman	Diamond Resources, Inc.	23-Apr-07	645067	152N	104W	16	Farm Unit 1 in SW4SW4	Williams	ND	40
Judith A. Kraft, a/k/a Judy A. Kraft, a married woman	Diamond Resources, Inc.	23-Apr-07	645067	152N	104W	17	Farm Unit 1 Lot 5	Williams	ND	40
Judith A. Kraft, a/k/a Judy A. Kraft, a married woman	Diamond Resources, Inc.	23-Apr-07	645067	152N	104W	17	Farm Unit 1 Lot 8	Williams	ND	40
Betty Lou Stocking, a widow	Diamond Resources, Inc.	6-Apr-07	645537	152N	104W	17	Lot 4	Williams	ND	40
Betty Lou Stocking, a widow	Diamond Resources, Inc.	6-Apr-07	645537	152N	104W	17	NE4NE4 Less 7.75 acre tract MFD in BK 83 PG 292	Williams	ND	32.25
Thomas J. Lavik and Bonnie J. Lavik, husband and wife	Diamond Resources, Inc.	25-Apr-07	645538	152N	104W	16	Farm Unit 1 in N2SW4	Williams	ND	80
Thomas J. Lavik and Bonnie J. Lavik, husband and wife	Diamond Resources, Inc.	25-Apr-07	645538	152N	104W	16	Farm Unit 1 in SW4SW4	Williams	ND	40
Thomas J. Lavik and Bonnie J. Lavik, husband and wife	Diamond Resources, Inc.	25-Apr-07	645538	152N	104W	17	Farm Unit 1 Lot 5	Williams	ND	40
Thomas J. Lavik and Bonnie J. Lavik, husband and wife	Diamond Resources, Inc.	25-Apr-07	645538	152N	104W	17	Farm Unit 1 Lot 8	Williams	ND	40
Marcia G. Farrel and Michael Farrell, her husband	Diamond Resources, Inc.	6-Apr-07	645539	152N	104W	17	Lot 4	Williams	ND	40
Marcia G. Farrel and Michael Farrell, her husband	Diamond Resources, Inc.	6-Apr-07	645539	152N	104W	17	NE4NE4 Less 7.75 acres MFD in Book 83 PG 292	Williams	ND	32.25
Rocky R. Svihl, as Trustee of the RGKH Mineral & Royalty Trust dated 11/01/1995	Diamond Resources, Inc.	10-Apr-07	645540	152N	104W	16	W2NW4	Williams	ND	80
Rocky R. Svihl, as Trustee of the RGKH Mineral & Royalty Trust dated 11/01/1995	Diamond Resources, Inc.	10-Apr-07	645540	152N	104W	17	Lot 4	Williams	ND	40
Rocky R. Svihl, as Trustee of the RGKH Mineral & Royalty Trust dated 11/01/1995	Diamond Resources, Inc.	10-Apr-07	645540	152N	104W	17	NE4NE4 Less 7.75 acres MFD in Book 83 PG 292	Williams	ND	32.25
William R. Brown, a single man	Cody Oil and Gas Corporation	3-Apr-07	646006	155N	100W	11	NE4	Williams	ND	160
William R. Brown, a single man	Cody Oil and Gas Corporation	3-Apr-07	646006	155N	100W	11	NW4	Williams	ND	160
Mary J. Frederick, a widow	Cody Oil and Gas Corporation	16-Apr-10	646008	155N	100W	11	SW4	Williams	ND	160
Mary J. Frederick, a widow	Cody Oil and Gas Corporation	16-Apr-10	646008	155N	100W	11	SE4	Williams	ND	160
Elden Haugen as Conservator for Elaine M. Haugen	Diamond Resources, Inc.	19-Apr-07	646116	152N	104W	16	W2NW4	Williams	ND	80
Elden Haugen as Conservator for Elaine M. Haugen	Diamond Resources, Inc.	19-Apr-07	646116	152N	104W	17	Lot 4	Williams	ND	40
Elden Haugen as Conservator for Elaine M. Haugen	Diamond Resources, Inc.	19-Apr-07	646116	152N	104W	17	NE4NE4 Less 7.75 acre tract MFD in Book 83 PG 292	Williams	ND	32.25
Evelyn C. Seel and Jacob D. Seel, as general partners of the seel Family Limited Family Partnership filed 7/27/1998	Diamond Resources, Inc.	11-May-07	646117	152N	104W	17	Lot 1 Less 2.89 acre tract MFD in BK 83 PG 323	Williams	ND	23
Heather Blahm	Diamond Resources, Inc.	9-Apr-07	646118	152N	104W	16	W2NW4	Williams	ND	80
Heather Blahm	Diamond Resources, Inc.	9-Apr-07	646118	152N	104W	17	Lot 4	Williams	ND	40
Heather Blahm	Diamond Resources, Inc.	9-Apr-07	646118	152N	104W	17	NE4NE4 Less 7.75 acre Tract MFD in Book 83 PG 292	Williams	ND	32.25
Jacob Dan Seel and Evelyn Doris Seel as trustees of the seel Family Trust under agreement dated 4/9/04	Diamond Resources, Inc.	11-May-07	646119	152N	104W	17	Lot 1 Less 2.89 acres MFD in BK 83 PG323	Williams	ND	23
Tim Bruun, a single man	Diamond Resources, Inc.	17-Apr-07	646120	152N	104W	16	W2NW4	Williams	ND	80
Tim Bruun, a single man	Diamond Resources, Inc.	17-Apr-07	646120	152N	104W	17	Lot 4	Williams	ND	40

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Tim Bruun, a single man	Diamond Resources, Inc.	17-Apr-07	646120	152N	104W	17	NE4NE4 Less a 7.75 acre tract MFD in Book 83 PG 292	Williams	ND	32.25
Sharla Faye Bruun, a single woman	Diamond Resources, Inc.	17-Apr-07	646121	152N	104W	16	W2NW4	Williams	ND	80
Sharla Faye Bruun, a single woman	Diamond Resources, Inc.	17-Apr-07	646121	152N	104W	17	Lot 4	Williams	ND	40
Sharla Faye Bruun, a single woman	Diamond Resources, Inc.	17-Apr-07	646121	152N	104W	17	NE4NE4 Less a 7.75 Acre Tract MFD in Book 83 PG 292	Williams	ND	32.25
Luther Bruun, a single man	Diamond Resources, Inc.	17-Apr-07	646122	152N	104W	16	W2NW4	Williams	ND	80
Luther Bruun, a single man	Diamond Resources, Inc.	17-Apr-07	646122	152N	104W	17	Lot 4	Williams	ND	40
Luther Bruun, a single man	Diamond Resources, Inc.	17-Apr-07	646122	152N	104W	17	NE4NE4 Less a 7.75 acre Tract MFD in Book 83 PG 292	Williams	ND	32.25
Joanne Seel Grant, a widow	Diamond Resources, Inc.	11-May-07	646123	152N	104W	17	Lot 1 Less 2.89 acre tract MFD in Book 83 PG 323	Williams	ND	23
Barbara Seel Kalloch, a married woman	Diamond Resources, Inc.	11-May-07	646124	152N	104W	17	Lot 1 Less 2.89 acre MFD in Book 83 PG 323	Williams	ND	23
Joe L. Bertsch, a married man	Diamond Resources, Inc.	1-May-07	646125	152N	104W	16	Farm unit 1 in N2SW4	Williams	ND	80
Joe L. Bertsch, a married man	Diamond Resources, Inc.	1-May-07	646125	152N	104W	16	Farm Unit 1 in SW4SW4	Williams	ND	40
Joe L. Bertsch, a married man	Diamond Resources, Inc.	1-May-07	646125	152N	104W	17	Farm Unit 1 in Lot 5	Williams	ND	40
Joe L. Bertsch, a married man	Diamond Resources, Inc.	1-May-07	646125	152N	104W	17	Farm Unit 1 in Lot 8	Williams	ND	40
Keatings, Inc.	Diamond Resources, Inc.	1-May-07	646126	152N	104W	16	Farm Unit 1 in N2SW4	Williams	ND	80
Keatings, Inc.	Diamond Resources, Inc.	1-May-07	646126	152N	104W	16	Farm Unit 1 in SW4SW4	Williams	ND	40
Keatings, Inc.	Diamond Resources, Inc.	1-May-07	646126	152N	104W	17	Farm Unit 1 Lot 5	Williams	ND	40
Keatings, Inc.	Diamond Resources, Inc.	1-May-07	646126	152N	104W	17	Farm Unit 1 Lot 8	Williams	ND	40
Bruce Constant, a married man	Diamond Resources, Inc.	6-Apr-07	646239	152N	104W	16	W2NW4	Williams	ND	80
Bruce Constant, a married man	Diamond Resources, Inc.	6-Apr-07	646239	152N	104W	17	Lot 4	Williams	ND	40
Bruce Constant, a married man	Diamond Resources, Inc.	6-Apr-07	646239	152N	104W	17	NE4NE4 Less 7.75 acre tract MFD in Book 83 PG 292	Williams	ND	32.25
Dennis W. Yockim, a single man	Diamond Resources, Inc.	4-May-07	646240	152N	104W	16	Farm Unit 1 in N2SW4	Williams	ND	80
Dennis W. Yockim, a single man	Diamond Resources, Inc.	4-May-07	646240	152N	104W	16	Farm Unit 1 in SW4SW4	Williams	ND	40
Dennis W. Yockim, a single man	Diamond Resources, Inc.	4-May-07	646240	152N	104W	17	Farm unit 1 Lot 5	Williams	ND	40
Dennis W. Yockim, a single man	Diamond Resources, Inc.	4-May-07	646240	152N	104W	17	Farm unit 1 Lot 8	Williams	ND	40
Jeanette Kjorstad, a single woman	Cody Oil and Gas Corporation	25-Apr-07	646389	155N	100W	11	NE4	Williams	ND	160
Mary Beth Liskey, f/k/a Mary Beth Wilks, a married woman	Cody Oil and Gas Corporation	16-Apr-07	646390	155N	100W	11	SW4	Williams	ND	160
Mary Beth Liskey, f/k/a Mary Beth Wilks, a married woman	Cody Oil and Gas Corporation	16-Apr-07	646390	155N	100W	11	SE4	Williams	ND	160
Jon C. Frederick, a single man	Cody Oil and Gas Corporation	16-Apr-12	646392	155N	100W	11	SW4	Williams	ND	160
Jon C. Frederick, a single man	Cody Oil and Gas Corporation	16-Apr-12	646392	155N	100W	11	SE4	Williams	ND	160
Pauline Gayle Graves, a married woman	Cody Oil and Gas Corporation	16-Apr-10	646393	155N	100W	11	SW4	Williams	ND	160
Pauline Gayle Graves, a married woman	Cody Oil and Gas Corporation	16-Apr-10	646393	155N	100W	11	SE4	Williams	ND	160
Irving I. Keating and June Keating, husband and wife	Diamond Resources, Inc.	23-Apr-07	646455	152N	104W	16	Farm Unit 1 in N2SW4	Williams	ND	80
Irving I. Keating and June Keating, husband and wife	Diamond Resources, Inc.	23-Apr-07	646455	152N	104W	16	Farm Unit 1 in SW4SW4	Williams	ND	40
Irving I. Keating and June Keating, husband and wife	Diamond Resources, Inc.	23-Apr-07	646455	152N	104W	17	Farm Unit 1 Lot 5	Williams	ND	40
Irving I. Keating and June Keating, husband and wife	Diamond Resources, Inc.	23-Apr-07	646455	152N	104W	17	Farm Unit 1 Lot 8	Williams	ND	40

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Alternative Resolutions, Inc., Gaurdian for Walter Hanson, a single man	Diamond Resources, CO.	9-Mar-07	646456	154N	99W	14	N2SE4	Williams	ND	80
Alternative Resolutions, Inc., Gaurdian for Walter Hanson, a single man	Diamond Resources, CO.	9-Mar-07	646456	154N	99W	14	SE4NE4	Williams	ND	40
Alternative Resolutions, Inc., Gaurdian for Walter Hanson, a single man	Diamond Resources, CO.	9-Mar-07	646456	154N	99W	14	SW4SE4	Williams	ND	40
The State of North Dakota, on behalf of the State Historical Society of North Dakota	Diamond Resources, Inc.	16-May-07	647075	152N	104W	16	Beginning at the center of Sec. 16 and running thence west on the quarter line 935.0 feet. Thence south at right angles 935.0 feet. Thence east at right angles 935.0 feet more or less to the quarter line. Thence north on the quarter line 935.0 feet to pla	Williams	ND	20.07
The State of North Dakota, on behalf of the State Historical Society of North Dakota	Diamond Resources, Inc.	16-May-07	647075	152N	104W	16	Tract 2. All that Tract, parcel and piece of land lying and being in the E2NW4 and W2NE4 described as follows: Beginning at a point on the east-west quarter line. Said point being located south 89 degrees. 54 minutes east 2315 feet from the west quarter c	Williams	ND	32.14
Janette Durham, a widow	Cody Oil and Gas Corporation	21-May-07	647513	155N	100W	11	NE4	Williams	ND	160
John E. Rolfstad, a single man	Cody Oil & Gas Corporation	26-Jun-07	647847	155N	100W	11	NW4	Williams	ND	160
Dorothy Rolfstad, a/k/a Dorothy A. Rolfstad, a single woman	Cody Oil & Gas Corporation	26-Jun-07	647848	155N	100W	11	NW4	Williams	ND	160
Thomas C. Rolfstad, a married man	Cody Oil and Gas Corporation	26-Jun-07	647850	155N	100W	11	NW4	Williams	ND	160
Theodore E. Walker, a married man	Diamond Resources, Inc.	30-May-07	647901	152N	104W	16	Farm Unit 1 in N2SW4	Williams	ND	80
Theodore E. Walker, a married man	Diamond Resources, Inc.	30-May-07	647901	152N	104W	16	Farm Unit 1 in SW4SW4	Williams	ND	40
Theodore E. Walker, a married man	Diamond Resources, Inc.	30-May-07	647901	152N	104W	17	Farm Unit 1 Lot 5	Williams	ND	40
Theodore E. Walker, a married man	Diamond Resources, Inc.	30-May-07	647901	152N	104W	17	Farm Unit 1 Lot 8	Williams	ND	40
Wallace H. Joersz and Eileen Joersz, husband and wife	Diamond Resources, Inc.	14-Aug-07	648308	152N	104W	16	Farm Unit 1 in N2SW4	Williams	ND	80
Wallace H. Joersz and Eileen Joersz, husband and wife	Diamond Resources, Inc.	14-Aug-07	648308	152N	104W	16	Farm Unit 1 in SW4SW4	Williams	ND	40
Wallace H. Joersz and Eileen Joersz, husband and wife	Diamond Resources, Inc.	14-Aug-07	648308	152N	104W	17	Farm Unit 1 Lot 5	Williams	ND	40
Wallace H. Joersz and Eileen Joersz, husband and wife	Diamond Resources, Inc.	14-Aug-07	648308	152N	104W	17	Farm Unit 1 Lot 8	Williams	ND	40
Frederick Williams Burgum and Jody Burgum, husband and wife	Cody Oil and Gas Corporation	31-Jul-07	648686	155N	100W	11	SE4	Williams	ND	160
D. B. Young, a single man	Cody Oil and Gas Corporation	24-Jul-07	649238	155N	100W	11	SE4	Williams	ND	160
Adeline Williams, a widow	Cody Oil and Gas Corporation	9-Aug-07	649239	155N	100W	11	SE4	Williams	ND	160
Robert Candee, a single man	Diamond Resources, Inc.	12-Oct-07	649699	152N	104W	16	W2NW4	Williams	ND	80
Robert Candee, a single man	Diamond Resources, Inc.	12-Oct-07	649699	152N	104W	17	Lot 4	Williams	ND	40
Robert Candee, a single man	Diamond Resources, Inc.	12-Oct-07	649699	152N	104W	17	NE4NE4 Less a 7.75 acre tract MFD in Book 83 PG 292	Williams	ND	32.25

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Colleen Rae, Baxter, a single woman	Diamond Resources, Inc.	18-Apr-07	650158	152N	104W	16	W2NW4	Williams	ND	80
Colleen Rae, Baxter, a single woman	Diamond Resources, Inc.	18-Apr-07	650158	152N	104W	17	Lot 4	Williams	ND	40
Colleen Rae, Baxter, a single woman	Diamond Resources, Inc.	18-Apr-07	650158	152N	104W	17	NE4NE4 Less 7.75 acre Tract MFD in Book 83 PG 292	Williams	ND	32.25
William D. Bennett, a married man	Diamond Resources, Inc.	5-Dec-07	651190	152N	104W	16	Farm Unit 1 in N2SW4	Williams	ND	80
William D. Bennett, a married man	Diamond Resources, Inc.	5-Dec-07	651190	152N	104W	16	Farm unit in SW4SW4	Williams	ND	40
William D. Bennett, a married man	Diamond Resources, Inc.	5-Dec-07	651190	152N	104W	17	Farm Unit 1 in Lot 5	Williams	ND	40
William D. Bennett, a married man	Diamond Resources, Inc.	5-Dec-07	651190	152N	104W	17	Farm Unit 1 in Lot 8	Williams	ND	40
Dirk Donald Baxter, a married man	Diamond Resources, Inc.	18-Apr-07	651401	152N	104W	16	W2NW4	Williams	ND	80
Dirk Donald Baxter, a married man	Diamond Resources, Inc.	18-Apr-07	651401	152N	104W	17	Lot 4	Williams	ND	40
Dirk Donald Baxter, a married man	Diamond Resources, Inc.	18-Apr-07	651401	152N	104W	17	NE4NE4 Less a 7.75 acre Tract MFD in Book 83 PG 292	Williams	ND	32.25
Thomas J. Lavik and Bonnie J. Lavik, husband and wife	Diamond Resources, Inc.	6-Dec-07	651402	152N	104W	11	N2SE4	Williams	ND	80
Thomas J. Lavik and Bonnie J. Lavik, husband and wife	Diamond Resources, Inc.	6-Dec-07	651402	152N	104W	11	NE4 less a 4.5 acre Great Northern Railway Tract	Williams	ND	155.5
Thomas J. Lavik and Bonnie J. Lavik, husband and wife	Diamond Resources, Inc.	6-Dec-07	651402	152N	104W	11	NE4SW4	Williams	ND	40
Wallace H. Joersz and Eileen Joersz, husband and wife	Diamond Resources, Inc.	5-Dec-07	651405	152N	104W	11	E2NE4	Williams	ND	80
Wallace H. Joersz and Eileen Joersz, husband and wife	Diamond Resources, Inc.	5-Dec-07	651405	152N	104W	11	N2SE4	Williams	ND	80
Wallace H. Joersz and Eileen Joersz, husband and wife	Diamond Resources, Inc.	5-Dec-07	651405	152N	104W	11	NE4SW4	Williams	ND	40
Wallace H. Joersz and Eileen Joersz, husband and wife	Diamond Resources, Inc.	5-Dec-07	651405	152N	104W	11	W2NE4 Less a 4.5 acre Great Northern Railway Tract	Williams	ND	75.5
Keating, Inc.	Diamond Resources, Inc.	5-Dec-07	651407	152N	104W	11	E2NE4	Williams	ND	80
Keating, Inc.	Diamond Resources, Inc.	5-Dec-07	651407	152N	104W	11	N2SE4	Williams	ND	80
Keating, Inc.	Diamond Resources, Inc.	5-Dec-07	651407	152N	104W	11	NE4SW4	Williams	ND	40
Keating, Inc.	Diamond Resources, Inc.	5-Dec-07	651407	152N	104W	11	W2NE4 less a 4.5 acre Great Northern Railway Tract	Williams	ND	75.5
Herb Neukircher, a single man	Diamond Resources, Inc.	6-Dec-07	651408	152N	104W	11	N2SE4	Williams	ND	80
Herb Neukircher, a single man	Diamond Resources, Inc.	6-Dec-07	651408	152N	104W	11	NE4 less a 4.5 acre Great Northern Railway Tract	Williams	ND	155.5
Herb Neukircher, a single man	Diamond Resources, Inc.	6-Dec-07	651408	152N	104W	11	NE4SW4	Williams	ND	40
Patrick J. Keating, a single man	Diamond Resources, Inc.	27-Dec-07	651572	152N	104W	11	E2NE4	Williams	ND	80
Patrick J. Keating, a single man	Diamond Resources, Inc.	27-Dec-07	651572	152N	104W	11	N2SE4	Williams	ND	80
Patrick J. Keating, a single man	Diamond Resources, Inc.	27-Dec-07	651572	152N	104W	11	NE4SW4	Williams	ND	40
Patrick J. Keating, a single man	Diamond Resources, Inc.	27-Dec-07	651572	152N	104W	11	W2NE4 Less 4.5 acre Great Northern Railway Tract	Williams	ND	75.5
Robert K. Thompson, a single man	Diamond Resources, Inc.	5-Dec-07	651800	152N	104W	11	N2SE4	Williams	ND	80
Robert K. Thompson, a single man	Diamond Resources, Inc.	5-Dec-07	651800	152N	104W	11	NE4SW4	Williams	ND	40
Judith A. Kraft, a/k/a Judy A. Kraft, a married woman	Diamond Resources, Inc.	5-Dec-07	651807	152N	104W	11	E2NE4	Williams	ND	80
Judith A. Kraft, a/k/a Judy A. Kraft, a married woman	Diamond Resources, Inc.	5-Dec-07	651807	152N	104W	11	N2SE4	Williams	ND	80
Judith A. Kraft, a/k/a Judy A. Kraft, a married woman	Diamond Resources, Inc.	5-Dec-07	651807	152N	104W	11	NE4SW4	Williams	ND	40
Judith A. Kraft, a/k/a Judy A. Kraft, a married woman	Diamond Resources, Inc.	5-Dec-07	651807	152N	104W	11	W2NE4 less a 4.5 acre Great Northern Railway Tract	Williams	ND	75.5

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Theodore E. Walker, a married man	Diamond Resources, Inc.	5-Dec-07	653074	152N	104W	11	E2NE4	Williams	ND	80
Theodore E. Walker, a married man	Diamond Resources, Inc.	5-Dec-07	653074	152N	104W	11	N2SE4	Williams	ND	80
Theodore E. Walker, a married man	Diamond Resources, Inc.	5-Dec-07	653074	152N	104W	11	NE4SW4	Williams	ND	40
Theodore E. Walker, a married man	Diamond Resources, Inc.	5-Dec-07	653074	152N	104W	11	W2NE4 less a 4.5 acre Great Northern Railway Tract	Williams	ND	75.5
Diane Maas	Diamond Resources, Inc.	19-May-08	654285	152N	104W	11	N2SE4	Williams	ND	80
Diane Maas	Diamond Resources, Inc.	19-May-08	654285	152N	104W	11	NE4	Williams	ND	160
Diane Maas	Diamond Resources, Inc.	19-May-08	654285	152N	104W	11	NE4SW4	Williams	ND	40
Boedecker Resources	Diamond Resources, Inc.	28-Apr-08	654555	152N	104W	11	N2SE4	Williams	ND	80
Boedecker Resources	Diamond Resources, Inc.	28-Apr-08	654555	152N	104W	11	NE4SW4	Williams	ND	40
Boedecker Resources	Diamond Resources, Inc.	28-Apr-08	654555	152N	104W	11	W2NE4 Less a 4.5 acre Great Northern Railway Tract	Williams	ND	75.5
Dennis W. Yockim, a single man	Diamond Resources, Inc.	2-May-08	655118	152N	104W	11	NE4 Less a 4.5 acre Great Northern Railway Tract	Williams	ND	155.5
Sheldon Thom and Caroline Thom, husband and wife	Diamond Resources, Inc.	28-May-08	655411	156N	99W	30	E2NW4	Williams	ND	80
Sheldon Thom and Caroline Thom, husband and wife	Diamond Resources, Inc.	28-May-08	655411	156N	99W	30	Lot 1 (36.19)	Williams	ND	36.19
Sheldon Thom and Caroline Thom, husband and wife	Diamond Resources, Inc.	28-May-08	655411	156N	99W	30	Lot 2 (36.25)	Williams	ND	36.25
Sheldon Thom and Caroline Thom, husband and wife	Diamond Resources, Inc.	28-May-08	655411	156N	99W	31	E2SW4, LESS A 0.40 ACRE..	Williams	ND	79.6
Sheldon Thom and Caroline Thom, husband and wife	Diamond Resources, Inc.	28-May-08	655411	156N	99W	31	Lot 3 (36.47)	Williams	ND	36.47
Sheldon Thom and Caroline Thom, husband and wife	Diamond Resources, Inc.	28-May-08	655411	156N	99W	31	Lot 4 (36.51)	Williams	ND	36.51
Kasmer and Aafedr Oil Inc.	Diamond Resources, Inc.	11-Jun-08	656560	152N	104W	11	E2NE4	Williams	ND	80
Kasmer and Aafedr Oil Inc.	Diamond Resources, Inc.	11-Jun-08	656560	152N	104W	11	W2NE4	Williams	ND	80
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	155N	100W	18	NE4NE4	Williams	ND	40
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	155N	100W	7	SE4	Williams	ND	160
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	155N	101W	25	NE4SE4	Williams	ND	40
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	155N	101W	25	S2NE4	Williams	ND	80
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	155N	101W	25	SE4NW4	Williams	ND	40
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	154N	100W	4	E2SE4	Williams	ND	80
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	154N	100W	4	LOT 4	Williams	ND	40.07
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	154N	100W	4	NE4SW4	Williams	ND	40
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	154N	100W	4	NW4SE4	Williams	ND	40
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	154N	100W	4	S2NW4	Williams	ND	80
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	154N	100W	9	NE4NE4	Williams	ND	40
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	154N	100W	8	N2SE4	Williams	ND	80
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	154N	100W	8	S2NE4	Williams	ND	80
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	154N	100W	8	S2NW4	Williams	ND	80
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	154N	100W	8	N2SW4	Williams	ND	80
Fay Donovan, a single woman	Diamond Resources, Inc.	26-Sep-08	660695	155N	100W	7	NE4	Williams	ND	160
Fay Donovan, a single woman	Diamond Resources, Inc.	26-Sep-08	660695	156N	100W	30	Lot 4 (34.15)	Williams	ND	34.15
Fay Donovan, a single woman	Diamond Resources, Inc.	26-Sep-08	660695	156N	100W	30	SE4SW4	Williams	ND	40
Fay Donovan, a single woman	Diamond Resources, Inc.	26-Sep-08	660695	156N	100W	33	S2SW4	Williams	ND	80
Fay Donovan, a single woman	Diamond Resources, Inc.	26-Sep-08	660695	156N	100W	33	W2SE4	Williams	ND	80

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Darlene O. Lee and Raymond V. Lee, her husband	Diamond Resources, Inc.	30-Sep-08	660711	155N	100W	18	LOT 1	Williams	ND	35.31
Darlene O. Lee and Raymond V. Lee, her husband	Diamond Resources, Inc.	30-Sep-08	660711	155N	100W	18	NE4NW4	Williams	ND	40
Darlene O. Lee and Raymond V. Lee, her husband	Diamond Resources, Inc.	30-Sep-08	660711	155N	100W	18	LOT 2	Williams	ND	35.31
Darlene O. Lee and Raymond V. Lee, her husband	Diamond Resources, Inc.	30-Sep-08	660711	155N	100W	7	LOT 4	Williams	ND	35.19
Darlene O. Lee and Raymond V. Lee, her husband	Diamond Resources, Inc.	30-Sep-08	660711	155N	100W	7	SE4SW4	Williams	ND	40
Philip M. Miller, a/k/a Matt Miller, a single man	Diamond Resources, Inc.	10-Jun-08	660719	152N	104W	11	NE4	Williams	ND	160
Michael Donovan, a single man	Diamond Resources, Inc.	26-Sep-08	660986	155N	100W	7	NE4	Williams	ND	160
Michael Donovan, a single man	Diamond Resources, Inc.	26-Sep-08	660986	156N	100W	30	Lot 4 (34.15)	Williams	ND	34.15
Michael Donovan, a single man	Diamond Resources, Inc.	26-Sep-08	660986	156N	100W	30	SE4SW4	Williams	ND	40
Michael Donovan, a single man	Diamond Resources, Inc.	26-Sep-08	660986	156N	100W	33	S2SW4	Williams	ND	80
Michael Donovan, a single man	Diamond Resources, Inc.	26-Sep-08	660986	156N	100W	33	W2SE4	Williams	ND	80
Audrey Liudahl, a widow	Diamond Resources, Inc.	13-Oct-08	660989	155N	100W	18	E2SE4	Williams	ND	80
Anna R. Merritt, f/k/a Anna R. Chorney and Scott A. Merritt, her husband	Diamond Resources, Inc.	10-Oct-08	660990	155N	101W	25	NE4SE4	Williams	ND	40
Anna R. Merritt, f/k/a Anna R. Chorney and Scott A. Merritt, her husband	Diamond Resources, Inc.	10-Oct-08	660990	155N	101W	25	S2NE4	Williams	ND	80
Anna R. Merritt, f/k/a Anna R. Chorney and Scott A. Merritt, her husband	Diamond Resources, Inc.	10-Oct-08	660990	155N	101W	25	SE4NW4	Williams	ND	40
SoloCorp	Diamond Resources, Inc.	8-Oct-08	661323	154N	100W	4	E2SE4	Williams	ND	80
SoloCorp	Diamond Resources, Inc.	8-Oct-08	661323	154N	100W	4	Lot 4	Williams	ND	40.07
SoloCorp	Diamond Resources, Inc.	8-Oct-08	661323	154N	100W	4	NE4SW4	Williams	ND	40
SoloCorp	Diamond Resources, Inc.	8-Oct-08	661323	154N	100W	4	NW4SE4	Williams	ND	40
SoloCorp	Diamond Resources, Inc.	8-Oct-08	661323	154N	100W	4	S2NW4	Williams	ND	80
SoloCorp	Diamond Resources, Inc.	8-Oct-08	661323	154N	100W	9	NE4NE4	Williams	ND	40
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	155N	100W	18	NE4NE4	Williams	ND	40
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	155N	100W	7	SE4	Williams	ND	160
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	155N	100W	7	SE4SE4	Williams	ND	40
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	155N	101W	25	NE4SE4	Williams	ND	40
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	155N	101W	25	S2NE4	Williams	ND	80
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	155N	101W	25	SE4NW4	Williams	ND	40
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	154N	100W	5	SE4SW4	Williams	ND	40
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	154N	100W	5	SW4SW4	Williams	ND	40
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	154N	100W	8	N2SE4	Williams	ND	80
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	154N	100W	8	N2SW4	Williams	ND	80
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	154N	100W	8	NW4NW4	Williams	ND	40
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	154N	100W	8	SE4NW4	Williams	ND	40
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	154N	100W	8	SE4NE4	Williams	ND	40
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	154N	100W	8	SW4NE4	Williams	ND	40
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	154N	100W	8	SW4NW4	Williams	ND	40
Elizabeth T. Chorney, a single woman	Diamond Resources, Inc.	10-Oct-08	661325	155N	101W	25	NE4SE4	Williams	ND	40
Elizabeth T. Chorney, a single woman	Diamond Resources, Inc.	10-Oct-08	661325	155N	101W	25	S2NE4	Williams	ND	80
Elizabeth T. Chorney, a single woman	Diamond Resources, Inc.	10-Oct-08	661325	155N	101W	25	SE4NW4	Williams	ND	40

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Linda Hixson-Maixner and Joseph Semler, Co-Trustees of the Lawrence Semler Oil Trust	Diamond Resources, Inc.	3-Nov-08	662629	155N	100W	11	NW4	Williams	ND	160
Terry A Smith, a married man dealing in his sole and separate property	JAG Oil Limited Partnership	5-Mar-09	666203	155N	100W	2	Lots 1, 2, 3, 4, S2NE4, S2NW4, N2SW4	Williams	ND	396.6
Robert E. Scott and Dorothy R. Scott, husband and wife	Diamond Resources, Inc.	6-Mar-09	666456	155N	100W	11	SE4	Williams	ND	160
Judy A Fay, attorney in fact for Mary Ellen Fay and Vicki Kayleen Oster, Co-Trustees of the Fay Family Mineral Trust UDT Dated June 11, 2004	JAG Oil Limited Partnership	20-Mar-09	666525	155N	100W	2	Lots 1,2, S2NE4	Williams	ND	159.02
Kern L Gehring, a married woman dealing in her sole and separate property	JAG Oil Limited Partnership	5-Mar-09	666538	155N	100W	2	Lots 1, 2, S2NE4	Williams	ND	159.02
Andrea R. Scott, a widow	Diamond Resources, Inc.	12-Mar-09	666969	155N	100W	11	SE4	Williams	ND	160
Derby Energy, LLC	Diamond Resources, Inc.	5-Mar-09	666970	155N	100W	11	NW4	Williams	ND	160
Vivian M Meyers, a married woman dealing in her sole and separate property	JAG Oil Limited Partnership	20-Mar-09	666995	155N	100W	2	Lots 1,2, S2NE4	Williams	ND	159.02
Landes W Smith, a married man dealing in his sole and separate property	JAG Oil Limited Partnership	20-Mar-09	666996	155N	100W	2	Lots 1,2, S2NE4	Williams	ND	159.02
Kert Sticka, a married man dealing in his sole and separate property	JAG Oil Limited Partnership	20-Mar-09	667249	155N	100W	2	Lots 3, 4, S2NW4, N2SW4	Williams	ND	239.58
Randy D Smith, a married man dealing in his sole and separate property	JAG Oil Limited Partnership	20-Mar-09	667250	155N	100W	2	Lots 1,2, S2NE4	Williams	ND	159.02
Richard B Smith, a married man dealing in his sole and separate property	JAG Oil Limited Partnership	20-Mar-09	667251	155N	100W	2	Lots 1,2, S2NE4	Williams	ND	159.02
Richard Aslakson and Sylvia Aslakson, a/k/a Sylvia J. Aslakson, wife	Diamond Resources, Inc.	30-Mar-09	667293	155N	100W	11	SE4	Williams	ND	160
Fred John Williams, Jr., a married man	Diamond Resources, Inc.	6-Mar-09	667296	155N	100W	11	SE4	Williams	ND	160
Paul Aslakson, a/k/a Paul F. Aslakson and Mayvis Aslakson, a/k/a Mvis Aslakson, a/k/a Mayvis J. Aslakson, a/k/a Mavis J. Aslakson, husband and wife	Diamond Resources, Inc.	30-Mar-09	667298	155N	100W	11	SE4	Williams	ND	160
Gerald G. Colling, a widower	Diamond Resources, Inc.	3-Apr-09	667417	155N	100W	11	SE4	Williams	ND	160
Richard M. Arcand, a single man	Diamond Resources	1-Aug-06	670234	154N	99W	13	N2NW4	Williams	ND	80
Richard M. Arcand, a single man	Diamond Resources	25-Jun-09	670234	154N	99W	13	NW4NE4	Williams	ND	40
Richard M. Arcand, a single man	Diamond Resources	25-Jun-09	670234	154N	99W	13	SW4NW4	Williams	ND	40
Katherine E. Cox, a/k/a Katie E. Cox, a married woman	Diamond Resources	25-Jun-09	670235	154N	99W	13	N2NW4	Williams	ND	80
Katherine E. Cox, a/k/a Katie E. Cox, a married woman	Diamond Resources	25-Jun-09	670235	154N	99W	13	NW4NE4	Williams	ND	40
Katherine E. Cox, a/k/a Katie E. Cox, a married woman	Diamond Resources	25-Jun-09	670235	154N	99W	13	SW4NW4	Williams	ND	40
Katherine E. Cox, a/k/a Katie E. Cox, a married woman	Diamond Resources, CO.	25-Jun-09	670235	154N	99W	14	N2NE4	Williams	ND	80
Katherine E. Cox, a/k/a Katie E. Cox, a married woman	Diamond Resources, CO.	25-Jun-09	670235	154N	99W	14	NW4	Williams	ND	160
Katherine E. Cox, a/k/a Katie E. Cox, a married woman	Diamond Resources, CO.	25-Jun-09	670235	154N	99W	14	SW4NE4	Williams	ND	40
Joyce N. Montgomery, a single woman	Diamond Resources	29-Jun-09	670236	154N	99W	13	N2NW4	Williams	ND	80
Joyce N. Montgomery, a single woman	Diamond Resources	29-Jun-09	670236	154N	99W	13	NW4NE4	Williams	ND	40
Joyce N. Montgomery, a single woman	Diamond Resources	29-Jun-09	670236	154N	99W	13	SW4NW4	Williams	ND	40

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Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Joyce N. Montgomery, a single woman	Diamond Resources, Inc.	29-Jun-09	670236	154N	99W	14	N2NE4	Williams	ND	80
Joyce N. Montgomery, a single woman	Diamond Resources, Inc.	29-Jun-09	670236	154N	99W	14	NW4	Williams	ND	160
Joyce N. Montgomery, a single woman	Diamond Resources, Inc.	29-Jun-09	670236	154N	99W	14	SW4NE4	Williams	ND	40
Darwin Maasjo and Melissa Maasjo, husband and wife	Diamond Resources, CO	1-Aug-09	671986	154N	99W	13	N2NW4	Williams	ND	80
Darwin Maasjo and Melissa Maasjo, husband and wife	Diamond Resources, CO	1-Aug-09	671986	154N	99W	13	NW4NE4	Williams	ND	40
Darwin Maasjo and Melissa Maasjo, husband and wife	Diamond Resources, CO	1-Aug-09	671986	154N	99W	13	SW4NW4	Williams	ND	40
Darwin Maasjo and Melissa Maasjo, husband and wife	Diamond Resources, CO	1-Aug-09	671986	154N	99W	14	N2NE4	Williams	ND	80
Darwin Maasjo and Melissa Maasjo, husband and wife	Diamond Resources, CO	1-Aug-09	671986	154N	99W	14	NW4	Williams	ND	160
Darwin Maasjo and Melissa Maasjo, husband and wife	Diamond Resources, CO	29-Jul-09	671986	154N	99W	14	SW4NE4	Williams	ND	40
Eleanor Rowland Krelitz, a single woman	Diamond Resources, Inc.	3-Dec-09	682332	154N	99W	14	N2SE4	Williams	ND	80
Eleanor Rowland Krelitz, a single woman	Diamond Resources, Inc.	3-Dec-09	682332	154N	99W	14	SE4NE4	Williams	ND	40
Eleanor Rowland Krelitz, a single woman	Diamond Resources, Inc.	3-Dec-09	682332	154N	99W	14	SW4SE4	Williams	ND	40
Jay Reich Johnson, a married man	Diamond Resources, Inc.	18-Feb-10	684241	155N	100W	11	NW4	Williams	ND	160
Mary Tradewell, a married woman	Diamond Resources, Inc.	18-Feb-10	684243	155N	100W	11	NW4	Williams	ND	160
Eugene H. Krug and Sandra L. Krug , as Trustees of the Krug Trust dated February 24, 1988	Diamond Resources, Inc.	16-Apr-07	685977	155N	100W	11	SE4	Williams	ND	160
Eugene H. Krug and Sandra L. Krug , as Trustees of the Krug Trust dated February 24, 1988	Diamond Resources, Inc.	16-Apr-07	685977	155N	100W	11	SW4	Williams	ND	160
Gary Price and Clara Sue Price, husband and wife	DIAMOND RESOURCES INC.	7-Apr-10	686519	154N	99W	13	N2NW4	Williams	ND	80
Gary Price and Clara Sue Price, husband and wife	DIAMOND RESOURCES INC.	7-Apr-10	686519	154N	99W	13	NW4NE4	Williams	ND	40
Gary Price and Clara Sue Price, husband and wife	DIAMOND RESOURCES INC.	7-Apr-10	686519	154N	99W	13	SW4NW4	Williams	ND	40
Gary Price and Clara Sue Price, husband and wife	DIAMOND RESOURCES INC.	7-Apr-10	686519	154N	99W	14	N2NE4	Williams	ND	80
Gary Price and Clara Sue Price, husband and wife	DIAMOND RESOURCES INC.	7-Apr-10	686519	154N	99W	14	NW4	Williams	ND	160
Gary Price and Clara Sue Price, husband and wife	DIAMOND RESOURCES INC.	7-Apr-10	686519	154N	99W	14	SW4NE4	Williams	ND	40
Wayne O. Solberg and Patricia Solberg, husband and wife	Diamond Resources, Inc.	21-Apr-10	687834	155N	100W	11	SE4	Williams	ND	160
Wayne O. Solberg and Patricia Solberg, husband and wife	Diamond Resources, Inc.	21-Apr-10	687834	155N	100W	11	SE4	Williams	ND	160
Elizabeth M. Cantler, a married woman	Diamond Resources, Inc.	9-Jul-10	692289	155N	100W	11	SE4	Williams	ND	160
Darla M. Finney, a married woman	Diamond Resources, Inc.	9-Jul-10	693019	155N	100W	11	SE4	Williams	ND	160
Marilyn M. Short, a married woman	Diamond Resources, Inc.	13-Jul-10	693020	155N	100W	11	SE4	Williams	ND	160
Glen Helstad, a married man	Diamond Resources, Inc.	21-Jul-10	693022	155N	100W	11	NW4	Williams	ND	160

Exhibit A - Lease Schedule

Lessor	Lessee	Effective	Recording	Twsp	Range	Sec	Description	County	State	Gross
Roxie L. Helstad, a/k/a Roxie Helstad, a single woman	Diamond Resources, Inc.	21-Jul-10	693023	155N	100W	11	NW4	Williams	ND	160
Kathleen Rosslund, a/k/a Kathleen A. Rosslund, a/k/a Kathy W. Rosslund, a/k/a Kathy Rosslund, a widow	Diamond Resources, Inc.	21-Jul-10	693024	155N	100W	11	NW4	Williams	ND	160
Ronald D. Hotchkiss, a married man	Diamond Resources, Inc.	9-Jul-10	693026	155N	100W	11	SE4	Williams	ND	160
Sharon Berger, a married woman	Diamond Resources, Inc.	21-Jul-10	693680	155N	100W	11	NW4	Williams	ND	160
Effie Hotchkiss, a widow	Diamond Resources, Inc.	21-Jul-10	693681	155N	100W	11	NW4	Williams	ND	160
Effie Hotchkiss, a widow	Diamond Resources, Inc.	21-Jul-10	693681	155N	100W	11	SE4	Williams	ND	160
Gayle H. Kannberg, a married woman	Diamond Resources, Inc.	7-Jul-10	694288	155N	100W	11	SE4	Williams	ND	160
Lynda J. Harvey, a single woman	Diamond Resources, Inc.	7-Jul-10	694290	155N	100W	11	SE4	Williams	ND	160
Gloria E. Shemorry, a widow	Diamond Resources, Inc.	16-Aug-10	696102	155N	100W	11	SE4	Williams	ND	160
Barbara LaValleur, a/k/a Barbara J. LaValleur, a married woman	Diamond Resources, Inc.	31-Aug-10	699607	155N	100W	11	SE4	Williams	ND	160
Robert L. Bowman, a/k/a Robert Bowman, a married man	Diamond Resources, Inc.	31-Aug-10	699608	155N	100W	11	SE4	Williams	ND	160
Ronald R. Bowman, a/k/a Ron R. Bowman, a/k/a ron Bowman, a married man	Diamond Resources, Inc.	31-Aug-10	699610	155N	100W	11	SE4	Williams	ND	160
Judy Anderson, a/k/a Judy L. Anderson, a married woman	Diamond Resources, Inc.	31-Aug-10	699614	155N	100W	11	SE4	Williams	ND	160
Joy A. Gaarland, a married woman	Diamond Resources, Inc.	31-Aug-10	700442	155N	100W	11	SE4	Williams	ND	160
Sharon Henneman, a/k/a Sharon K. Henneman, a married woman	Diamond Resources, Inc.	31-Aug-10	701743	155N	100W	11	SE4	Williams	ND	160
Julie Sornsin-Cardwell, a/k/a Julie A. Cardwell	Diamond Resources, Inc.	1-Dec-10	702284	155N	100W	11	SE4	Williams	ND	160
Robert K. Sornsin, a married man	Diamond Resources, Inc.	1-Dec-10	702287	155N	100W	11	SE4	Williams	ND	160
Nancy S. Oster, a married woman	Diamond Resources, Inc.	1-Dec-10	702288	155N	100W	11	SE4	Williams	ND	160
Sarah Doran, a/k/a Sally Doran, a/k/a Sarah L. Doran, a single woman	Diamond Resources, Inc.	1-Dec-10	702291	155N	100W	11	SE4	Williams	ND	160
Jane Lundeen, a/k/a Jane E. Lundeen, a married woman	Diamond Resources, Inc.	1-Dec-10	702292	155N	100W	11	SE4	Williams	ND	160
Tom Sornsin, a/k/a Thomas C. Sornsin, Jr., a married man	Diamond Resources, Inc.	1-Dec-10	702294	155N	100W	11	SE4	Williams	ND	160
Mary Beth Stensgard, a married woman	Diamond Resources, Inc.	1-Dec-10	702855	155N	100W	11	SE4	Williams	ND	160
Earl W. Sornsin	Diamond Resources, Inc.	6-Jan-11	704096	155N	100W	11	SE4	Williams	ND	160
Shelton Family Partnership and Raymond E. Shelton and Illa F. Shelton, husband and wife	Diamond Resources, Inc.	5-Jan-11	705096	155N	100W	11	SE4	Williams	ND	2
Raymond E. Shelton and Illa F. shelton, husband and wife, Individually, and as Partners of the Shelton Family Partnership	Diamond Resources, Inc.	5-Jan-11	705097	155N	100W	11	SE4	Williams	ND	160
Warren W. Wilkinson, a single man	Diamond Resources, Inc.	8-Mar-11	708165	155N	100W	11	SE4	Williams	ND	160
Alicia F. Mickelson, a/k/a Alice F. Mickelson, a/k/a Lisa F. Mickelson, a married woman	Diamond Resources, Inc.	11-Mar-11	709509	155N	100W	11	SE4	Williams	ND	160
Glenn L. Legrand as Personal Representative of the Estate of Thomas Fugere	Diamond Resources, Inc.	20-Apr-11	710895	155N	100W	11	SE4	Williams	ND	160
Michael M. Morton, a married man	Diamond Resources, Inc.	29-Mar-11	711403	155N	100W	11	SE4	Williams	ND	160
Heather A. Isham, f/k/a Heather Morton, a married woman	Diamond Resources, Inc.	8-Mar-11	713606	155N	100W	11	SE4	Williams	ND	160
June LaValleur, a married woman	Diamond Resources, Inc.	6-Sep-11	718962	155N	100W	11	SE4	Williams	ND	160

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Only As Relates to Wellbores**

Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
State of North Dakota	Diamond Resources, Inc.	4-May-04	349648	152N	104W	14	Missouri River in SW4	McKenzie	ND	160	TML 14-13 #1H
State of North Dakota	Diamond Resources, Inc.	4-May-04	349649	152N	104W	14	Missouri River in SE4	McKenzie	ND	160	TML 14-13 #1H
State of North Dakota	Diamond Resources, Inc.	4-May-04	349650	152N	104W	14	Missouri River in NW4	McKenzie	ND	160	TML 14-13 #1H
State of North Dakota	Diamond Resources, Inc.	4-May-04	349651	152N	104W	14	Missouri River in NE4	McKenzie	ND	160	TML 14-13 #1H
Martha K. Frost, a married woman	Diamond Resources, Inc.	7-Sep-04	352605	152N	104W	14	Lot 4	McKenzie	ND	65.63	TML 14-13 #1H
Roxy Denning	Diamond Resources, Inc.	12-Oct-04	352607	152N	104W	14	Lot 4	McKenzie	ND	17.83	TML 14-13 #1H
Steven Shelley, a married man	Diamond Resources, Inc.	26-Oct-04	352609	152N	104W	14	Lot 4	McKenzie	ND	17.83	TML 14-13 #1H
Phyllis Nordeng	Diamond Resources, Inc.	1-Mar-05	355173	152N	98W	36	NW4	McKenzie	ND	160	NYGARD 16-36H
Denise Nordeng, a single woman	Diamond Resources, Inc.	1-Mar-05	355174	152N	98W	36	NW4	McKenzie	ND	160	NYGARD 16-36H
Adeline Nordeng, a widow	Diamond Resources, Inc.	1-Mar-05	355175	152N	98W	36	NW4	McKenzie	ND	160	NYGARD 16-36H
Terry Nordeng, a single man	Diamond Resources, Inc.	1-Mar-05	355176	152N	98W	36	NW4	McKenzie	ND	160	NYGARD 16-36H
Matthew Robert Rowe, a single man	Diamond Resources, Inc.	23-Feb-05	355179	152N	98W	36	NW4	McKenzie	ND	160	NYGARD 16-36H
Patti Nordeng Sweeney, a married woman	Diamond Resources, Inc.	1-Mar-05	355181	152N	98W	36	NW4	McKenzie	ND	160	NYGARD 16-36H
Carolyn L. Benjamin and Kenneth R. Benjamin, Husband and wife	Diamond Resources, Inc.	1-Mar-05	355183	152N	98W	32	N2NW4	McKenzie	ND	80	CEYNAR 29-32H
Richard Enderud and Cheryl Enderud, husband and wife	Diamond Resources, Inc.	1-Mar-05	355185	152N	98W	27	E2NW4	McKenzie	ND	80	BERQUIST 34-27H
Richard Enderud and Cheryl Enderud, husband and wife	Diamond Resources, Inc.	1-Mar-05	355185	152N	98W	27	W2NE4	McKenzie	ND	80	BERQUIST 34-27H
Patricia Ann Leiseth and Kenneth Leiseth, her husband	Diamond Resources, Inc.	28-Feb-05	355191	152N	98W	27	E2NW4	McKenzie	ND	80	BERQUIST 34-27H
Patricia Ann Leiseth and Kenneth Leiseth, her husband	Diamond Resources, Inc.	28-Feb-05	355191	152N	98W	27	W2NE4	McKenzie	ND	80	BERQUIST 34-27H
Justin Johnson, a married man	Diamond Resources, Inc.	1-Feb-05	355194	152N	98W	34	E2W2	McKenzie	ND	160	BERQUIST 34-27H
Justin Johnson, a married man	Diamond Resources, Inc.	1-Feb-05	355194	152N	98W	34	W2SW4	McKenzie	ND	80	BERQUIST 34-27H
Justin Johnson, a married man	Diamond Resources, Inc.	1-Feb-05	355194	152N	98W	31	E2NW4	McKenzie	ND	80	HAGEN 31-30H
Justin Johnson, a married man	Diamond Resources, Inc.	1-Feb-05	355194	152N	98W	31	E2SW4	McKenzie	ND	80	HAGEN 31-30H
Justin Johnson, a married man	Diamond Resources, Inc.	1-Feb-05	355194	152N	98W	31	Lot 1	McKenzie	ND	40	HAGEN 31-30H
Justin Johnson, a married man	Diamond Resources, Inc.	1-Feb-05	355194	152N	98W	31	Lot 2	McKenzie	ND	40	HAGEN 31-30H
Justin Johnson, a married man	Diamond Resources, Inc.	1-Feb-05	355194	152N	98W	31	SW4NE4	McKenzie	ND	40	HAGEN 31-30H
Justin Johnson, a married man	Diamond Resources, Inc.	1-Feb-05	355194	152N	98W	31	W2SE4	McKenzie	ND	80	HAGEN 31-30H
Linda Berquist and Ray A. Berquist, her husband	Diamond Resources, Inc.	11-Mar-05	355253	152N	98W	33	E2NE4	McKenzie	ND	80	BERQUIST 33-28H
Linda Berquist and Ray A. Berquist, her husband	Diamond Resources, Inc.	11-Mar-05	355253	152N	98W	33	E2SE4	McKenzie	ND	80	BERQUIST 33-28H
Linda Berquist and Ray A. Berquist, her husband	Diamond Resources, Inc.	11-Mar-05	355253	152N	98W	34	E2W2	McKenzie	ND	160	BERQUIST 34-27H
Linda Berquist and Ray A. Berquist, her husband	Diamond Resources, Inc.	11-Mar-05	355253	152N	98W	34	W2SW4	McKenzie	ND	80	BERQUIST 34-27H
Renee D Dahring, a single woman	Parke Energy, LLC	12-Feb-09	670642	155N	100W	21	NW4SW4	Williams	ND	40	PANTHER 16-21 1H
Jack K. Richardson and Jeanette A. Richardson, as Trustees, or their Successors in Trust, under the Richardson Living Trust dated April 9, 1999 and any amendments thereto	Diamond Resources, Inc.	2-Mar-05	355258	152N	98W	12	SE4	McKenzie	ND	160	A JOHNSON 12-1H
Jack K. Richardson and Jeanette A. Richardson, as Trustees, or their Successors in Trust, under the Richardson Living Trust dated April 9, 1999 and any amendments thereto	Diamond Resources, Inc.	2-Mar-05	355258	152N	98W	13	E2SE4	McKenzie	ND	80	NORDENG 24-13H
Jack K. Richardson and Jeanette A. Richardson, as Trustees, or their Successors in Trust, under the Richardson Living Trust dated April 9, 1999 and any amendments thereto	Diamond Resources, Inc.	2-Mar-05	355258	152N	97W	18	LOTS1-4	McKenzie	ND	120	ROLFSRUD FEDERAL 18-19H
Jack K. Richardson and Jeanette A. Richardson, as Trustees, or their Successors in Trust, under the Richardson Living Trust dated April 9, 1999 and any amendments thereto	Diamond Resources, Inc.	2-Mar-05	355258	152N	97W	18	N2SE4	McKenzie	ND	80	ROLFSRUD FEDERAL 18-19H
Jack K. Richardson and Jeanette A. Richardson, as Trustees, or their Successors in Trust, under the Richardson Living Trust dated April 9, 1999 and any amendments thereto	Diamond Resources, Inc.	2-Mar-05	355258	152N	97W	18	NE4SW4	McKenzie	ND	40	ROLFSRUD FEDERAL 18-19H
Jack K. Richardson and Jeanette A. Richardson, as Trustees, or their Successors in Trust, under the Richardson Living Trust dated April 9, 1999 and any amendments thereto	Diamond Resources, Inc.	2-Mar-05	355258	152N	97W	18	S2NE4	McKenzie	ND	80	ROLFSRUD FEDERAL 18-19H
Jack K. Richardson and Jeanette A. Richardson, as Trustees, or their Successors in Trust, under the Richardson Living Trust dated April 9, 1999 and any amendments thereto	Diamond Resources, Inc.	2-Mar-05	355258	152N	97W	18	SE4NW4	McKenzie	ND	40	ROLFSRUD FEDERAL 18-19H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Linda Kozak and Rodney A. Kozak, her husband	Diamond Resources, Inc.	22-Mar-05	355567	152N	98W	36	NW4	McKenzie	ND	160	NYGARD 16-36H
Gregory Jon Nygard,a married man	Diamond Resources, Inc.	28-Feb-05	355568	152N	98W	36	S2	McKenzie	ND	320	NYGARD 16-36H
Philip Nordeng	Diamond Resources, Inc.	1-Mar-05	355577	152N	98W	36	NW4	McKenzie	ND	160	NYGARD 16-36H
Mervin Nordeng, a married man	Diamond Resources, Inc.	7-Mar-05	355578	152N	98W	36	NW4	McKenzie	ND	160	NYGARD 16-36H
Muriel Mjelstad and Robert Mjelstad, her husband	Diamond Resources, Inc.	1-Mar-05	355586	152N	98W	27	E2NW4	McKenzie	ND	80	BERQUIST 34-27H
Muriel Mjelstad and Robert Mjelstad, her husband	Diamond Resources, Inc.	1-Mar-05	355586	152N	98W	27	W2NE4	McKenzie	ND	80	BERQUIST 34-27H
Kathleen Ann Rowe, a/k/a Kathleen A. Berge Rowe, a married woman	Diamond Resources, Inc.	15-Feb-05	355693	152N	98W	36	NW4	McKenzie	ND	160	NYGARD 16-36H
Holly Dewhirst and Lynn Dewhirst, her husband	Diamond Resources, Inc.	1-Mar-05	355694	152N	98W	36	NW4	McKenzie	ND	160	NYGARD 16-36H
JaniceKolding,amarriedwoman	Diamond Resources, Inc.	15-Feb-05	355695	152N	98W	36	NW4	McKenzie	ND	160	NYGARD 16-36H
Janice Kolding, a married woman	Diamond Resources, Inc.	15-Feb-05	355695	152N	98W	36	NW4	McKenzie	ND	160	NYGARD 16-36H
Andrew Scott Rowe, a single man	Diamond Resources, Inc.	1-Mar-05	355696	152N	98W	36	NW4	McKenzie	ND	160	NYGARD 16-36H
Leigh Franklin Nygard,a/k/aLeigh Nygard	Diamond Resources, Inc.	28-Feb-05	355697	152N	98W	36	S2	McKenzie	ND	320	NYGARD 16-36H
Gudrun Nygard, as Trustee of that certain Trust established 4-14-93 and entitled Gudrun Nygard Declaration of Trust	Diamond Resources, Inc.	28-Feb-05	355698	152N	98W	36	S2	McKenzie	ND	320	NYGARD 16-36H
Johnsrud & Sons	Diamond Resources, Inc.	25-Mar-05	355703	152N	98W	34	S2SE4	McKenzie	ND	80	BERQUIST 34-27H
Edith L. Wold, a widow	Diamond Resources, Inc.	9-Feb-05	355705	152N	98W	1	Lot 1	McKenzie	ND	40	A JOHNSON 12-1H
Edith L. Wold, a widow	Diamond Resources, Inc.	9-Feb-05	355705	152N	98W	1	Lot 10	McKenzie	ND	40	A JOHNSON 12-1H
Edith L. Wold, a widow	Diamond Resources, Inc.	9-Feb-05	355705	152N	98W	1	Lot 11	McKenzie	ND	40	A JOHNSON 12-1H
Edith L. Wold, a widow	Diamond Resources, Inc.	9-Feb-05	355705	152N	98W	1	Lot 12	McKenzie	ND	40	A JOHNSON 12-1H
Edith L. Wold, a widow	Diamond Resources, Inc.	9-Feb-05	355705	152N	98W	1	Lot 2	McKenzie	ND	40	A JOHNSON 12-1H
Edith L. Wold, a widow	Diamond Resources, Inc.	9-Feb-05	355705	152N	98W	1	Lot 5	McKenzie	ND	40	A JOHNSON 12-1H
Edith L. Wold, a widow	Diamond Resources, Inc.	9-Feb-05	355705	152N	98W	1	Lot 6	McKenzie	ND	40	A JOHNSON 12-1H
Edith L. Wold, a widow	Diamond Resources, Inc.	9-Feb-05	355705	152N	98W	1	Lot 7	McKenzie	ND	40	A JOHNSON 12-1H
Edith L. Wold, a widow	Diamond Resources, Inc.	9-Feb-05	355705	152N	98W	1	Lot 8	McKenzie	ND	40	A JOHNSON 12-1H
Edith L. Wold, a widow	Diamond Resources, Inc.	9-Feb-05	355705	152N	98W	1	Lot 9	McKenzie	ND	40	A JOHNSON 12-1H
Edith L. Wold, a widow	Diamond Resources, Inc.	9-Feb-05	355705	152N	98W	1	SE4	McKenzie	ND	160	A JOHNSON 12-1H
Brenda Anderson, a married woman	Diamond Resources, Inc.	4-Feb-05	355712	152N	98W	27	SW4	McKenzie	ND	160	BERQUIST 34-27H
Brenda Anderson, a married woman	Diamond Resources, Inc.	4-Feb-05	355712	152N	98W	34	W2NW4	McKenzie	ND	80	BERQUIST 34-27H
James Johnson, a single man	Diamond Resources, Inc.	31-Jan-05	355714	152N	98W	33	E2E2	McKenzie	ND	160	BERQUIST 33-28H
James Johnson, a single man	Diamond Resources, Inc.	31-Jan-05	355714	152N	98W	34	E2W2	McKenzie	ND	160	BERQUIST 34-27H
James Johnson, a single man	Diamond Resources, Inc.	31-Jan-05	355714	152N	98W	34	W2SW4	McKenzie	ND	80	BERQUIST 34-27H
JamesJohnson,asingleman	Diamond Resources, Inc.	31-Jan-05	355714	152N	98W	31	E2NW4	McKenzie	ND	80	HAGEN 31-30H
JamesJohnson,asingleman	Diamond Resources, Inc.	31-Jan-05	355714	152N	98W	31	E2SW4	McKenzie	ND	80	HAGEN 31-30H
JamesJohnson,asingleman	Diamond Resources, Inc.	31-Jan-05	355714	152N	98W	31	Lot 1	McKenzie	ND	40	HAGEN 31-30H
JamesJohnson,asingleman	Diamond Resources, Inc.	31-Jan-05	355714	152N	98W	31	Lot 2	McKenzie	ND	40	HAGEN 31-30H
JamesJohnson,asingleman	Diamond Resources, Inc.	31-Jan-05	355714	152N	98W	31	SW4NE4	McKenzie	ND	40	HAGEN 31-30H
JamesJohnson,asingleman	Diamond Resources, Inc.	31-Jan-05	355714	152N	98W	31	W2SE4	McKenzie	ND	80	HAGEN 31-30H
Gerald Johnson, a single man	Diamond Resources, Inc.	1-Feb-05	355715	152N	98W	33	E2E2	McKenzie	ND	160	BERQUIST 33-28H
Gerald Johnson, a single man	Diamond Resources, Inc.	1-Feb-05	355715	152N	98W	34	E2W2	McKenzie	ND	160	BERQUIST 34-27H
Gerald Johnson, a single man	Diamond Resources, Inc.	1-Feb-05	355715	152N	98W	34	W2SW4	McKenzie	ND	80	BERQUIST 34-27H
GeraldJohnson,asingleman	Diamond Resources, Inc.	1-Feb-05	355715	152N	98W	31	E2NW4	McKenzie	ND	80	HAGEN 31-30H
GeraldJohnson,asingleman	Diamond Resources, Inc.	1-Feb-05	355715	152N	98W	31	E2SW4	McKenzie	ND	80	HAGEN 31-30H
GeraldJohnson,asingleman	Diamond Resources, Inc.	1-Feb-05	355715	152N	98W	31	Lot 1	McKenzie	ND	40	HAGEN 31-30H
GeraldJohnson,asingleman	Diamond Resources, Inc.	1-Feb-05	355715	152N	98W	31	Lot 2	McKenzie	ND	40	HAGEN 31-30H
GeraldJohnson,asingleman	Diamond Resources, Inc.	1-Feb-05	355715	152N	98W	31	SW4NE4	McKenzie	ND	40	HAGEN 31-30H
GeraldJohnson,asingleman	Diamond Resources, Inc.	1-Feb-05	355715	152N	98W	31	W2SE4	McKenzie	ND	80	HAGEN 31-30H
Rayleen Kleppen, a married woman	Diamond Resources, Inc.	1-Feb-05	355716	152N	98W	33	E2E2	McKenzie	ND	160	BERQUIST 33-28H
Rayleen Kleppen, a married woman	Diamond Resources, Inc.	1-Feb-05	355716	152N	98W	34	E2W2	McKenzie	ND	160	BERQUIST 34-27H
Rayleen Kleppen, a married woman	Diamond Resources, Inc.	1-Feb-05	355716	152N	98W	34	W2SW4	McKenzie	ND	80	BERQUIST 34-27H
RayleenKleppen,amarriedwoman	Diamond Resources, Inc.	1-Feb-05	355716	152N	98W	31	E2NW4	McKenzie	ND	80	HAGEN 31-30H
RayleenKleppen,amarriedwoman	Diamond Resources, Inc.	1-Feb-05	355716	152N	98W	31	E2SW4	McKenzie	ND	80	HAGEN 31-30H
RayleenKleppen,amarriedwoman	Diamond Resources, Inc.	1-Feb-05	355716	152N	98W	31	Lot 1	McKenzie	ND	40	HAGEN 31-30H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
RayleenKleppen,amarriedwoman	Diamond Resources, Inc.	1-Feb-05	355716	152N	98W	31	Lot 2	McKenzie	ND	40	HAGEN 31-30H
RayleenKleppen,amarriedwoman	Diamond Resources, Inc.	1-Feb-05	355716	152N	98W	31	SW4NE4	McKenzie	ND	40	HAGEN 31-30H
RayleenKleppen,amarriedwoman	Diamond Resources, Inc.	1-Feb-05	355716	152N	98W	31	W2SE4	McKenzie	ND	80	HAGEN 31-30H
Joani Odden, a married woman	Diamond Resources, Inc.	1-Feb-05	355717	152N	98W	33	E2E2	McKenzie	ND	160	BERQUIST 33-28H
Joani Odden, a married woman	Diamond Resources, Inc.	1-Feb-05	355717	152N	98W	34	E2W2	McKenzie	ND	160	BERQUIST 34-27H
Joani Odden, a married woman	Diamond Resources, Inc.	1-Feb-05	355717	152N	98W	34	W2SW4	McKenzie	ND	80	BERQUIST 34-27H
JoaniOdden,amarriedwoman	Diamond Resources, Inc.	1-Feb-05	355717	152N	98W	31	E2NW4	McKenzie	ND	80	HAGEN 31-30H
JoaniOdden,amarriedwoman	Diamond Resources, Inc.	1-Feb-05	355717	152N	98W	31	E2SW4	McKenzie	ND	80	HAGEN 31-30H
JoaniOdden,amarriedwoman	Diamond Resources, Inc.	1-Feb-05	355717	152N	98W	31	Lot 1	McKenzie	ND	40	HAGEN 31-30H
JoaniOdden,amarriedwoman	Diamond Resources, Inc.	1-Feb-05	355717	152N	98W	31	Lot 2	McKenzie	ND	40	HAGEN 31-30H
JoaniOdden,amarriedwoman	Diamond Resources, Inc.	1-Feb-05	355717	152N	98W	31	SW4NE4	McKenzie	ND	40	HAGEN 31-30H
JoaniOdden,amarriedwoman	Diamond Resources, Inc.	1-Feb-05	355717	152N	98W	31	W2SE4	McKenzie	ND	80	HAGEN 31-30H
Kimberly Hilton, a married woman	Diamond Resources, Inc.	31-Jan-05	355718	152N	98W	33	E2E2	McKenzie	ND	160	BERQUIST 33-28H
Kimberly Hilton, a married woman	Diamond Resources, Inc.	31-Jan-05	355718	152N	98W	34	E2W2	McKenzie	ND	160	BERQUIST 34-27H
Kimberly Hilton, a married woman	Diamond Resources, Inc.	31-Jan-05	355718	152N	98W	34	W2SW4	McKenzie	ND	80	BERQUIST 34-27H
KimberlyHilton,amarriedwoman	Diamond Resources, Inc.	31-Jan-05	355718	152N	98W	31	E2NW4	McKenzie	ND	80	HAGEN 31-30H
KimberlyHilton,amarriedwoman	Diamond Resources, Inc.	31-Jan-05	355718	152N	98W	31	E2SW4	McKenzie	ND	80	HAGEN 31-30H
KimberlyHilton,amarriedwoman	Diamond Resources, Inc.	31-Jan-05	355718	152N	98W	31	Lot 1	McKenzie	ND	40	HAGEN 31-30H
KimberlyHilton,amarriedwoman	Diamond Resources, Inc.	31-Jan-05	355718	152N	98W	31	Lot 2	McKenzie	ND	40	HAGEN 31-30H
KimberlyHilton,amarriedwoman	Diamond Resources, Inc.	31-Jan-05	355718	152N	98W	31	SW4NE4	McKenzie	ND	40	HAGEN 31-30H
KimberlyHilton,amarriedwoman	Diamond Resources, Inc.	31-Jan-05	355718	152N	98W	31	W2SE4	McKenzie	ND	80	HAGEN 31-30H
Steven A. Johnson, a married man	Diamond Resources, Inc.	31-Jan-05	355719	152N	98W	33	E2E2	McKenzie	ND	160	BERQUIST 33-28H
Steven A. Johnson, a married man	Diamond Resources, Inc.	31-Jan-05	355719	152N	98W	34	E2W2	McKenzie	ND	160	BERQUIST 34-27H
Steven A. Johnson, a married man	Diamond Resources, Inc.	31-Jan-05	355719	152N	98W	34	W2SW4	McKenzie	ND	80	BERQUIST 34-27H
StevenA.Johnson,amarriedman	Diamond Resources, Inc.	31-Jan-05	355719	152N	98W	31	E2NW4	McKenzie	ND	80	HAGEN 31-30H
StevenA.Johnson,amarriedman	Diamond Resources, Inc.	31-Jan-05	355719	152N	98W	31	E2SW4	McKenzie	ND	80	HAGEN 31-30H
StevenA.Johnson,amarriedman	Diamond Resources, Inc.	31-Jan-05	355719	152N	98W	31	Lot 1	McKenzie	ND	40	HAGEN 31-30H
StevenA.Johnson,amarriedman	Diamond Resources, Inc.	31-Jan-05	355719	152N	98W	31	Lot 2	McKenzie	ND	40	HAGEN 31-30H
StevenA.Johnson,amarriedman	Diamond Resources, Inc.	31-Jan-05	355719	152N	98W	31	SW4NE4	McKenzie	ND	40	HAGEN 31-30H
StevenA.Johnson,amarriedman	Diamond Resources, Inc.	31-Jan-05	355719	152N	98W	31	W2SE4	McKenzie	ND	80	HAGEN 31-30H
Kevin Wold, a married man	Diamond Resources, Inc.	9-Feb-05	355720	152N	98W	1	Lot 1	McKenzie	ND	40	A JOHNSON 12-1H
Kevin Wold, a married man	Diamond Resources, Inc.	9-Feb-05	355720	152N	98W	1	Lot 10	McKenzie	ND	40	A JOHNSON 12-1H
Kevin Wold, a married man	Diamond Resources, Inc.	9-Feb-05	355720	152N	98W	1	Lot 11	McKenzie	ND	40	A JOHNSON 12-1H
Kevin Wold, a married man	Diamond Resources, Inc.	9-Feb-05	355720	152N	98W	1	Lot 12	McKenzie	ND	40	A JOHNSON 12-1H
Kevin Wold, a married man	Diamond Resources, Inc.	9-Feb-05	355720	152N	98W	1	Lot 2	McKenzie	ND	40	A JOHNSON 12-1H
Kevin Wold, a married man	Diamond Resources, Inc.	9-Feb-05	355720	152N	98W	1	Lot 5	McKenzie	ND	40	A JOHNSON 12-1H
Kevin Wold, a married man	Diamond Resources, Inc.	9-Feb-05	355720	152N	98W	1	Lot 6	McKenzie	ND	40	A JOHNSON 12-1H
Kevin Wold, a married man	Diamond Resources, Inc.	9-Feb-05	355720	152N	98W	1	Lot 7	McKenzie	ND	40	A JOHNSON 12-1H
Kevin Wold, a married man	Diamond Resources, Inc.	9-Feb-05	355720	152N	98W	1	Lot 8	McKenzie	ND	40	A JOHNSON 12-1H
Kevin Wold, a married man	Diamond Resources, Inc.	9-Feb-05	355720	152N	98W	1	Lot 9	McKenzie	ND	40	A JOHNSON 12-1H
Kevin Wold, a married man	Diamond Resources, Inc.	9-Feb-05	355720	152N	98W	1	SE4	McKenzie	ND	160	A JOHNSON 12-1H
Lyle E. Larson & Melba L. Larson, Trustees of the Larson Family Nominee Trust uld dated 2-9-99	Diamond Resources, Inc.	9-Feb-05	355722	152N	98W	1	Lot 1	McKenzie	ND	40	A JOHNSON 12-1H
Lyle E. Larson & Melba L. Larson, Trustees of the Larson Family Nominee Trust uld dated 2-9-100	Diamond Resources, Inc.	9-Feb-05	355722	152N	98W	1	Lot 10	McKenzie	ND	40	A JOHNSON 12-1H
Lyle E. Larson & Melba L. Larson, Trustees of the Larson Family Nominee Trust uld dated 2-9-101	Diamond Resources, Inc.	9-Feb-05	355722	152N	98W	1	Lot 11	McKenzie	ND	40	A JOHNSON 12-1H
Lyle E. Larson & Melba L. Larson, Trustees of the Larson Family Nominee Trust uld dated 2-9-102	Diamond Resources, Inc.	9-Feb-05	355722	152N	98W	1	Lot 12	McKenzie	ND	40	A JOHNSON 12-1H
Lyle E. Larson & Melba L. Larson, Trustees of the Larson Family Nominee Trust uld dated 2-9-103	Diamond Resources, Inc.	9-Feb-05	355722	152N	98W	1	Lot 2	McKenzie	ND	40	A JOHNSON 12-1H

**Exhibit A - Lease Schedule
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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Lyle E. Larson & Melba L. Larson, Trustees of the Larson Family Nominee Trust uld dated 2-9-104	Diamond Resources, Inc.	9-Feb-05	355722	152N	98W	1	Lot 5	McKenzie	ND	40	A JOHNSON 12-1H
Lyle E. Larson & Melba L. Larson, Trustees of the Larson Family Nominee Trust uld dated 2-9-105	Diamond Resources, Inc.	9-Feb-05	355722	152N	98W	1	Lot 6	McKenzie	ND	40	A JOHNSON 12-1H
Lyle E. Larson & Melba L. Larson, Trustees of the Larson Family Nominee Trust uld dated 2-9-106	Diamond Resources, Inc.	9-Feb-05	355722	152N	98W	1	Lot 7	McKenzie	ND	40	A JOHNSON 12-1H
Lyle E. Larson & Melba L. Larson, Trustees of the Larson Family Nominee Trust uld dated 2-9-107	Diamond Resources, Inc.	9-Feb-05	355722	152N	98W	1	Lot 8	McKenzie	ND	40	A JOHNSON 12-1H
Lyle E. Larson & Melba L. Larson, Trustees of the Larson Family Nominee Trust uld dated 2-9-108	Diamond Resources, Inc.	9-Feb-05	355722	152N	98W	1	Lot 9	McKenzie	ND	40	A JOHNSON 12-1H
Lyle E. Larson & Melba L. Larson, Trustees of the Larson Family Nominee Trust uld dated 2-9-109	Diamond Resources, Inc.	9-Feb-05	355722	152N	98W	1	SE4	McKenzie	ND	160	A JOHNSON 12-1H
Bernice Nordeng, Trustee U/A dated 2/25/97 of the Bernice Nordeng Living Revocable Trust	Diamond Resources, Inc.	1-Mar-05	356147	152N	98W	36	N2	McKenzie	ND	320	NYGARD 16-36H
Laura West and Denny West, her husband	Diamond Resources, Inc.	2-Mar-05	356167	152N	98W	12	SE4	McKenzie	ND	160	A JOHNSON 12-1H
LauraWestandDennyWest,herhusband	Diamond Resources, Inc.	2-Mar-05	356167	152N	98W	13	E2SE4	McKenzie	ND	80	NORDENG 24-13H
LauraWestandDennyWest,herhusband	Diamond Resources, Inc.	2-Mar-05	356167	152N	97W	18	LOTS1-4	McKenzie	ND	120	ROLFSRUD FEDERAL 18-19H
LauraWestandDennyWest,herhusband	Diamond Resources, Inc.	2-Mar-05	356167	152N	97W	18	N2SE4	McKenzie	ND	80	ROLFSRUD FEDERAL 18-19H
LauraWestandDennyWest,herhusband	Diamond Resources, Inc.	2-Mar-05	356167	152N	97W	18	NE4SW4	McKenzie	ND	40	ROLFSRUD FEDERAL 18-19H
LauraWestandDennyWest,herhusband	Diamond Resources, Inc.	2-Mar-05	356167	152N	97W	18	S2NE4	McKenzie	ND	80	ROLFSRUD FEDERAL 18-19H
LauraWestandDennyWest,herhusband	Diamond Resources, Inc.	2-Mar-05	356167	152N	97W	18	SE4NW4	McKenzie	ND	40	ROLFSRUD FEDERAL 18-19H
Clark Allen White, a/k/a Clark White	Diamond Resources, Inc.	13-Apr-05	356313	152N	98W	33	E2SE4	McKenzie	ND	80	BERQUIST 33-28H
Clark Allen White, a/k/a Clark White	Diamond Resources, Inc.	13-Apr-05	356313	152N	98W	34	E2W2	McKenzie	ND	160	BERQUIST 34-27H
Clark Allen White, a/k/a Clark White	Diamond Resources, Inc.	13-Apr-05	356313	152N	98W	34	W2SW4	McKenzie	ND	80	BERQUIST 34-27H
JoAnne Kjelstad, a single woman	Diamond Resources, Inc.	26-Apr-05	356437	152N	98W	33	E2E2	McKenzie	ND	160	BERQUIST 33-28H
JoAnne Kjelstad, a single woman	Diamond Resources, Inc.	26-Apr-05	356437	152N	98W	34	E2W2	McKenzie	ND	160	BERQUIST 34-27H
JoAnne Kjelstad, a single woman	Diamond Resources, Inc.	26-Apr-05	356437	152N	98W	34	W2SW4	McKenzie	ND	80	BERQUIST 34-27H
Donald Erikson, a single man	Diamond Resources, Inc.	26-Apr-05	356438	152N	98W	33	E2E2	McKenzie	ND	160	BERQUIST 33-28H
Donald Erikson, a single man	Diamond Resources, Inc.	26-Apr-05	356438	152N	98W	34	E2W2	McKenzie	ND	160	BERQUIST 34-27H
Donald Erikson, a single man	Diamond Resources, Inc.	26-Apr-05	356438	152N	98W	34	W2SW4	McKenzie	ND	80	BERQUIST 34-27H
Debbera Hagen, a/k/a Deb Hagen, and Doyle Hagen, Husband and wife	Diamond Resources, Inc.	20-Apr-05	356442	152N	98W	33	E2SE4	McKenzie	ND	80	BERQUIST 33-28H
Debbera Hagen, a/k/a Deb Hagen, andDoyle Hagen, Husband and wife	Diamond Resources, Inc.	20-Apr-05	356442	152N	98W	34	E2W2	McKenzie	ND	160	BERQUIST 34-27H
Debbera Hagen, a/k/a Deb Hagen, andDoyle Hagen, Husband and wife	Diamond Resources, Inc.	20-Apr-05	356442	152N	98W	34	W2SW4	McKenzie	ND	80	BERQUIST 34-27H
Scott D. White	Diamond Resources, Inc.	20-Apr-05	356447	152N	98W	33	E2SE4	McKenzie	ND	80	BERQUIST 33-28H
Scott D. White	Diamond Resources, Inc.	20-Apr-05	356447	152N	98W	34	E2W2	McKenzie	ND	160	BERQUIST 34-27H
Scott D. White	Diamond Resources, Inc.	20-Apr-05	356447	152N	98W	34	W2SW4	McKenzie	ND	80	BERQUIST 34-27H
Dean R. White and Carolyn White, husband and wife	Diamond Resources, Inc.	20-Apr-05	356531	152N	98W	33	E2SE4	McKenzie	ND	80	BERQUIST 33-28H
Dean R. White and Carolyn White, husband and wife	Diamond Resources, Inc.	20-Apr-05	356531	152N	98W	34	E2W2	McKenzie	ND	160	BERQUIST 34-27H
Dean R. White and Carolyn White, husband and wife	Diamond Resources, Inc.	20-Apr-05	356531	152N	98W	34	W2SW4	McKenzie	ND	80	BERQUIST 34-27H
Irene Henry, a widow	Diamond Resources, Inc.	10-May-05	356862	152N	98W	29	N2NE4	McKenzie	ND	80	CEYNAR 29-32H
Irene Henry, a widow	Diamond Resources, Inc.	10-May-05	356862	152N	98W	29	SE4SE4	McKenzie	ND	40	CEYNAR 29-32H
Karen White, a single woman	Diamond Resources, Inc.	20-Apr-05	356866	152N	98W	33	E2SE4	McKenzie	ND	80	BERQUIST 33-28H
Karen White, a single woman	Diamond Resources, Inc.	20-Apr-05	356866	152N	98W	34	W2SW4	McKenzie	ND	80	BERQUIST 34-27H
Raymond Sharkey and Donrose M. Sharkey, husband and wife	Diamond Resources, Inc.	10-May-05	356869	152N	98W	29	SE4SE4	McKenzie	ND	40	CEYNAR 29-32H
Raymond Sharkey and Donrose M. Sharkey, husband and wife	Diamond Resources, Inc.	10-May-05	356869	152N	98W	32	N2NE4	McKenzie	ND	80	CEYNAR 29-32H
Jerome Renbarger, Successor Trustee of the Arnold & Borgny Renbarger Mineral Trust dated 10/3/2001	Diamond Resources, Inc.	1-Mar-05	357175	152N	98W	32	N2NW4	McKenzie	ND	80	CEYNAR 29-32H
James H. Williams, Trustee of the James H. Williams Real Estate Trust	Diamond Resources, Inc.	10-May-05	357187	152N	98W	29	SE4SE4	McKenzie	ND	40	CEYNAR 29-32H
James H. Williams, Trustee of the James H. Williams Real Estate Trust	Diamond Resources, Inc.	10-May-05	357187	152N	98W	32	N2NE4	McKenzie	ND	80	CEYNAR 29-32H
First National Bank & Trust Company Of Williston, ND. Trustee of the Hilda Noe Grandchildren Trust	Diamond Resources, Inc.	1-Jun-05	357190	152N	104W	14	Lot 4	McKenzie	ND	47.8	TML 14-13 #1H

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Only As Relates to Wellbores

Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Theresa Andre, f/k/a Theresa Thomley, a married women	Diamond Resources, Inc.	4-Aug-05	358432	152N	98W	24	NE4NE4	McKenzie	ND	80	NORDENG 24-13H
Ardell Thomley, a single woman	Diamond Resources, Inc.	1-Aug-05	358433	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Kenneth Roesner, a single man	Diamond Resources, Inc.	13-Jul-05	358434	152N	97W	19	NE4SW4	McKenzie	ND	40	ROLFSRUD FEDERAL 18-19H
Donald Roesner, a single man	Diamond Resources, Inc.	13-Jul-05	358435	152N	97W	19	NE4SW4	McKenzie	ND	40	ROLFSRUD FEDERAL 18-19H
Mark A. Thomley, a married man	Diamond Resources, Inc.	27-Jul-05	358438	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Loren Thomley, a married man	Diamond Resources, Inc.	1-Aug-05	358439	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Jean L. Schroeder, a/k/a Jean Schroeder, a married woman	Diamond Resources, Inc.	28-Jul-05	358440	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Ronald Thomley, a married man	Diamond Resources, Inc.	1-Aug-05	358448	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Norma J. Casper, a/k/a Norma Casper, a widow	Diamond Resources, Inc.	27-Jul-05	358450	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Debra L. Rose, a married woman	Diamond Resources, Inc.	3-Aug-05	358451	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Jeffrey Thomley, a single man	Diamond Resources, Inc.	1-Aug-05	358452	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Sandra Nelson, f/k/a Sandra Deguire, a married woman	Diamond Resources, Inc.	4-Aug-05	358453	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Debbie L. Johnson, a/k/a Debbie Johnson	Diamond Resources, Inc.	3-Aug-05	358455	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Enda L. Dahl, a/k/a Enda Dahl, a married woman	Diamond Resources, Inc.	25-Jul-05	358456	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Mildred A Rogstad, a widow	Diamond Resources, Inc.	27-Jul-05	358457	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Cindy Thomley, a single woman	Diamond Resources, Inc.	1-Aug-05	358458	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Jeanette A. Gilbertson, a/k/a Jeannette Gilbertson, a married woman	Diamond Resources, Inc.	25-Jul-05	358460	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Jerome Thomley, a married man	Diamond Resources, Inc.	1-Aug-05	358461	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Marshall Thomley, a married man	Diamond Resources, Inc.	1-Aug-05	358463	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Julie A. Beaman, a/k/a Julie Beaman, a married woman	Diamond Resources, Inc.	3-Aug-05	358464	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Patricia Poole, f/k/a Patricia Erickstadt, a married woman	Diamond Resources, Inc.	4-Aug-05	358466	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
James Thomely, a single man	Diamond Resources, Inc.	4-Aug-05	358467	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Rickey L. Thomley, a/k/a Rickey Thomley	Diamond Resources, Inc.	3-Aug-05	358468	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Sherry Cole, a married woman	Diamond Resources, Inc.	3-Aug-05	358720	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Susan Eyre, f/k/a Susan Loof, a married woman	Diamond Resources, Inc.	4-Aug-05	358724	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Laurie Deutsch, a married woman	Diamond Resources, Inc.	3-Aug-05	358841	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Melissa Mathiesen, a married women	Diamond Resources, Inc.	3-Aug-05	359098	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Brian D. Thomley, a/k/a Brian Thomley, a married man	Diamond Resources, Inc.	3-Aug-05	359343	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Victoria Ruderman	Diamond Resources, Inc.	3-Aug-05	359346	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Black Stone Minerals Co., L.P.	Diamond Resources, Inc.	31-Aug-05	359348	152N	98W	29	W2NE4	McKenzie	ND	80	CEYNAR 29-32H
Black Stone Minerals Co., L.P.	Diamond Resources, Inc.	31-Aug-05	359348	152N	98W	29	NE4SW4	McKenzie	ND	40	CEYNAR 29-32H
Black Stone Minerals Co., L.P.	Diamond Resources, Inc.	31-Aug-05	359348	152N	98W	29	N2SE4	McKenzie	ND	80	CEYNAR 29-32H
Bradley D. Thomley, a/k/a Brad Thomley, a married man	Diamond Resources, Inc.	3-Aug-05	359418	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Laura West and Denny West, her husband	Diamond Resources, Inc.	1-Nov-05	360040	152N	97W	19	NE4SW4	McKenzie	ND	40	ROLFSRUD FEDERAL 18-19H
John Thomley, a married man	Diamond Resources, Inc.	3-Aug-05	360054	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Jack K. Richardson and Jeanette A. Richardson, as Trustees of their successors in trust, under the Richardson Living Trust, dated April 19, 1999 and any amendments thereto	Diamond Resources, Inc.	1-Nov-05	360828	152N	97W	19	NE4SW4	McKenzie	ND	40	ROLFSRUD FEDERAL 18-19H
Katherine Kay Knight, a/k/a Kay Knight, a married woman	Diamond Resources, Inc.	7-Feb-06	361833	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
VVV Holdings, LLC	Diamond Resources, Inc.	23-Mar-06	362669	152N	97W	19	NW4SE4	McKenzie	ND	40	ROLFSRUD FEDERAL 18-19H
VVV Holdings, LLC	Diamond Resources, Inc.	23-Mar-06	362669	152N	97W	19	S2NE4	McKenzie	ND	80	ROLFSRUD FEDERAL 18-19H
BonnieJ.Delzer,asinglewoman	Diamond Resources, Inc.	9-May-06	363716	152N	98W	30	Lot 1	McKenzie	ND	40	HAGEN 31-30H
ClarenceC.Thompson,amarriedman	Diamond Resources, Inc.	11-May-06	363723	152N	98W	30	Lot 1	McKenzie	ND	40	HAGEN 31-30H
ThomasJ.VanOsdel,amarriedman	Diamond Resources, Inc.	9-May-06	363724	152N	98W	30	Lot 1	McKenzie	ND	40	HAGEN 31-30H
BruceBirdsall,asTrusteeoftheHelenBirdsall FamilyMineralTrust	Diamond Resources, Inc.	11-May-06	363726	152N	98W	30	Lot 1	McKenzie	ND	40	HAGEN 31-30H
Karen L. Snyder, f/k/a Karen White, f/k/a Karen L. White, a single woman	Diamond Resources, Inc.	8-May-06	363738	152N	98W	34	E2W2	McKenzie	ND	160	BERQUIST 34-27H
TedSheraris,amarriedman	Diamond Resources, Inc.	23-May-06	364026	152N	98W	30	Lot 1	McKenzie	ND	40	HAGEN 31-30H
SharonHamannandGaryHamann,herhusband	Diamond Resources, Inc.	16-May-06	364277	152N	98W	30	Lot 1	McKenzie	ND	40	HAGEN 31-30H
JohnModisett,amarriedman	Diamond Resources, Inc.	23-May-06	364278	152N	98W	30	Lot 1	McKenzie	ND	40	HAGEN 31-30H
ToddD.Ehresmann,a/k/aToddEhresmann	Diamond Resources, Inc.	16-May-06	364416	152N	98W	30	Lot 1	McKenzie	ND	40	HAGEN 31-30H
DeborahKinzel,alk/aDeborahKayKinzel,amarriedwoman	Diamond Resources, Inc.	16-May-06	364417	152N	98W	30	Lot 1	McKenzie	ND	40	HAGEN 31-30H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
RobertBuschbom,amarriedman	Diamond Resources, Inc.	23-May-06	364419	152N	98W	30	Lot 1	McKenzie	ND	40	HAGEN 31-30H
GaryMehlich,a/k/aGaryW.Mehlich,andRoxann Mehlich,a/k/aRoxannD.Mehlich,husbandandwife	Diamond Resources, Inc.	23-May-06	364653	152N	98W	30	Lot 1	McKenzie	ND	40	HAGEN 31-30H
BernadineM.JonesandRichardW.Jones,herhusband	Diamond Resources, Inc.	23-May-06	364654	152N	98W	30	Lot 1	McKenzie	ND	40	HAGEN 31-30H
AllanJones	Diamond Resources, Inc.	24-Jul-06	365288	152N	98W	30	Lot 1	McKenzie	ND	40	HAGEN 31-30H
DanO'Hearn,a/k/aDanielO'Hearn,asingleman	Diamond Resources, Inc.	3-Jul-06	365289	152N	98W	30	Lot 1	McKenzie	ND	40	HAGEN 31-30H
MaryKayMate,flklaMaryKayHorst,amarriedwoman	Diamond Resources, Inc.	11-Oct-06	366811	152N	98W	30	Lot 1	McKenzie	ND	40	HAGEN 31-30H
MichaelEhresmann	Diamond Resources, Inc.	16-May-06	366969	152N	98W	30	Lot 1	McKenzie	ND	40	HAGEN 31-30H
JoAnne Kjelstad, a widow	Diamond Resources, Inc.	26-Apr-09	377949	152N	98W	33	E2E2	McKenzie	ND		BERQUIST 33-28H
Martin Vetteson, a single man	Diamond Resources, Inc.	20-Apr-09	377950	152N	98W	29	NW4	McKenzie	ND	160	CEYNAR 29-32H
Martin Vetteson, a single man	Diamond Resources, Inc.	20-Apr-09	377950	152N	98W	29	W2SW4	McKenzie	ND	80	CEYNAR 29-32H
Martin Vetteson, a single man	Diamond Resources, Inc.	20-Apr-09	377950	152N	98W	29	SE4SW4	McKenzie	ND	40	CEYNAR 29-32H
Martin Vetteson, a single man	Diamond Resources, Inc.	20-Apr-09	377950	152N	98W	29	SW4SE4	McKenzie	ND	40	CEYNAR 29-32H
Robert Fetveit, a married man	Diamond Resources, Inc.	31-Jan-09	378297	152N	98W	29	E2NE4	McKenzie	ND	80	CEYNAR 29-32H
Robert Fetveit, a married man	Diamond Resources, Inc.	14-Feb-09	378298	152N	98W	29	NW4	McKenzie	ND	160	CEYNAR 29-32H
Robert Fetveit, a married man	Diamond Resources, Inc.	14-Feb-09	378298	152N	98W	29	W2SW4	McKenzie	ND	80	CEYNAR 29-32H
Robert Fetveit, a married man	Diamond Resources, Inc.	14-Feb-09	378298	152N	98W	29	SE4SW4	McKenzie	ND	40	CEYNAR 29-32H
Robert Fetveit, a married man	Diamond Resources, Inc.	14-Feb-09	378298	152N	98W	29	SW4SE4	McKenzie	ND	40	CEYNAR 29-32H
Ronald Fetveit, a married man	Diamond Resources, Inc.	17-Feb-09	378304	152N	98W	29	NW4	McKenzie	ND	160	CEYNAR 29-32H
Ronald Fetveit, a married man	Diamond Resources, Inc.	17-Feb-09	378304	152N	98W	29	W2SW4	McKenzie	ND	80	CEYNAR 29-32H
Ronald Fetveit, a married man	Diamond Resources, Inc.	17-Feb-09	378304	152N	98W	29	SE4SW4	McKenzie	ND	40	CEYNAR 29-32H
Ronald Fetveit, a married man	Diamond Resources, Inc.	17-Feb-09	378304	152N	98W	29	SW4SE4	McKenzie	ND	40	CEYNAR 29-32H
Ronald Fetveit, a married man	Diamond Resources, Inc.	31-Jan-09	378305	152N	98W	29	E2NE4	McKenzie	ND	80	CEYNAR 29-32H
Pamela Jackson, a single woman	Diamond Resources, Inc.	9-Jun-09	378309	152N	98W	29	W2NE4	McKenzie	ND	80	CEYNAR 29-32H
Pamela Jackson, a single woman	Diamond Resources, Inc.	9-Jun-09	378309	152N	98W	29	NE4SW4	McKenzie	ND	40	CEYNAR 29-32H
Pamela Jackson, a single woman	Diamond Resources, Inc.	9-Jun-09	378309	152N	98W	29	N2SE4	McKenzie	ND	80	CEYNAR 29-32H
Gary James Fetveit, a married man	Diamond Resources, Inc.	14-Feb-09	378313	152N	98W	29	NW4	McKenzie	ND	160	CEYNAR 29-32H
Gary James Fetveit, a married man	Diamond Resources, Inc.	14-Feb-09	378313	152N	98W	29	W2SW4	McKenzie	ND	80	CEYNAR 29-32H
Gary James Fetveit, a married man	Diamond Resources, Inc.	14-Feb-09	378313	152N	98W	29	SE4SW4	McKenzie	ND	40	CEYNAR 29-32H
Gary James Fetveit, a married man	Diamond Resources, Inc.	14-Feb-09	378313	152N	98W	29	SW4SE4	McKenzie	ND	40	CEYNAR 29-32H
Harley Shelley a/k/a Harley F. Shelley, a married man	Diamond Resources, Inc.	5-May-09	378495	152N	98W	33	NW4	McKenzie	ND		BERQUIST 33-28H
Harley Shelley a/k/a Harley F. Shelley, a married man	Diamond Resources, Inc.	5-May-09	378495	152N	98W	33	N2SW4	McKenzie	ND		BERQUIST 33-28H
Harley Shelley, a/k/a Harley F. Shelley, a married man	Diamond Resources, Inc.	5-May-09	378495	152N	98W	32	S2NW4	McKenzie	ND	80	CEYNAR 29-32H
Harley Shelley, a/k/a Harley F. Shelley, a married man	Diamond Resources, Inc.	5-May-09	378495	152N	98W	32	S2	McKenzie	ND	320	CEYNAR 29-32H
Nancy J. Coleman, a single woman	Diamond Resources, Inc.	5-May-09	378496	152N	98W	33	NW4	McKenzie	ND		BERQUIST 33-28H
Nancy J. Coleman, a single woman	Diamond Resources, Inc.	5-May-09	378496	152N	98W	33	N2SW4	McKenzie	ND		BERQUIST 33-28H
Nancy J. Coleman, a single woman	Diamond Resources, Inc.	5-May-09	378496	152N	98W	32	S2NE4	McKenzie	ND	80	CEYNAR 29-32H
Stewart J. Fetveit and Carla R. Fetveit, husband and wife	Diamond Resources, Inc.	14-Feb-09	378500	152N	98W	29	NW4	McKenzie	ND	160	CEYNAR 29-32H
Stewart J. Fetveit and Carla R. Fetveit, husband and wife	Diamond Resources, Inc.	14-Feb-09	378500	152N	98W	29	W2SW4	McKenzie	ND	80	CEYNAR 29-32H
Stewart J. Fetveit and Carla R. Fetveit, husband and wife	Diamond Resources, Inc.	14-Feb-09	378500	152N	98W	29	SE4SW4	McKenzie	ND	40	CEYNAR 29-32H
Stewart J. Fetveit and Carla R. Fetveit, husband and wife	Diamond Resources, Inc.	14-Feb-09	378500	152N	98W	29	SW4SE4	McKenzie	ND	40	CEYNAR 29-32H
Stewart J. Fetveit and Carla R. Fetveit, husband and wife	Diamond Resources, Inc.	1-Feb-09	378502	152N	98W	29	E2NE4	McKenzie	ND	80	CEYNAR 29-32H
Ladd G. Bjorneby, a single man	Diamond Resources, Inc.	14-Feb-09	378504	152N	98W	29	NW4	McKenzie	ND	160	CEYNAR 29-32H
Ladd G. Bjorneby, a single man	Diamond Resources, Inc.	14-Feb-09	378504	152N	98W	29	W2SW4	McKenzie	ND	80	CEYNAR 29-32H
Ladd G. Bjorneby, a single man	Diamond Resources, Inc.	14-Feb-09	378504	152N	98W	29	SE4SW4	McKenzie	ND	40	CEYNAR 29-32H
Ladd G. Bjorneby, a single man	Diamond Resources, Inc.	14-Feb-09	378504	152N	98W	29	SW4SE4	McKenzie	ND	40	CEYNAR 29-32H
Ladd G. Bjorneby, a single man	Diamond Resources, Inc.	31-Jan-09	378505	152N	98W	29	E2NE4	McKenzie	ND	80	CEYNAR 29-32H
Ronald Gunderson, a single man	Diamond Resources, Inc.	9-Jun-09	378508	152N	98W	29	W2NE4	McKenzie	ND	80	CEYNAR 29-32H
Ronald Gunderson, a single man	Diamond Resources, Inc.	9-Jun-09	378508	152N	98W	29	NE4SW4	McKenzie	ND	40	CEYNAR 29-32H
Ronald Gunderson, a single man	Diamond Resources, Inc.	9-Jun-09	378508	152N	98W	29	N2SE4	McKenzie	ND	80	CEYNAR 29-32H
Kathy Admic, a married woman	Diamond Resources, Inc.	9-Jun-09	378510	152N	98W	29	W2NE4	McKenzie	ND	80	CEYNAR 29-32H
Kathy Admic, a married woman	Diamond Resources, Inc.	9-Jun-09	378510	152N	98W	29	NE4SW4	McKenzie	ND	40	CEYNAR 29-32H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Kathy Admic, a married woman	Diamond Resources, Inc.	9-Jun-09	378510	152N	98W	29	N2SE4	McKenzie	ND	80	CEYNAR 29-32H
Larry Gunderson, a married man	Diamond Resources, Inc.	9-Jun-09	378513	152N	98W	29	W2NE4	McKenzie	ND	80	CEYNAR 29-32H
Larry Gunderson, a married man	Diamond Resources, Inc.	9-Jun-09	378513	152N	98W	29	NE4SW4	McKenzie	ND	40	CEYNAR 29-32H
Larry Gunderson, a married man	Diamond Resources, Inc.	9-Jun-09	378513	152N	98W	29	N2SE4	McKenzie	ND	80	CEYNAR 29-32H
Richard Mead Fetveit	Diamond Resources, Inc.	31-Jan-09	378518	152N	98W	29	E2NE4	McKenzie	ND	80	CEYNAR 29-32H
Richard Mead Fetveit	Diamond Resources, Inc.	14-Feb-09	378519	152N	98W	29	NW4	McKenzie	ND	160	CEYNAR 29-32H
Richard Mead Fetveit	Diamond Resources, Inc.	14-Feb-09	378519	152N	98W	29	W2SW4	McKenzie	ND	80	CEYNAR 29-32H
Richard Mead Fetveit	Diamond Resources, Inc.	14-Feb-09	378519	152N	98W	29	SE4SW4	McKenzie	ND	40	CEYNAR 29-32H
Richard Mead Fetveit	Diamond Resources, Inc.	14-Feb-09	378519	152N	98W	29	SW4SE4	McKenzie	ND	40	CEYNAR 29-32H
Steven Martin Fetveit, a married man	Diamond Resources, Inc.	14-Feb-09	378521	152N	98W	29	NW4	McKenzie	ND	160	CEYNAR 29-32H
Steven Martin Fetveit, a married man	Diamond Resources, Inc.	14-Feb-09	378521	152N	98W	29	W2SW4	McKenzie	ND	80	CEYNAR 29-32H
Steven Martin Fetveit, a married man	Diamond Resources, Inc.	14-Feb-09	378521	152N	98W	29	SE4SW4	McKenzie	ND	40	CEYNAR 29-32H
Steven Martin Fetveit, a married man	Diamond Resources, Inc.	14-Feb-09	378521	152N	98W	29	SW4SE4	McKenzie	ND	40	CEYNAR 29-32H
Gary James Fetveit, a married man	Diamond Resources, Inc.	1-Feb-09	378522	152N	98W	29	E2NE4	McKenzie	ND	80	CEYNAR 29-32H
Steven Martin Fetveit, a married man	Diamond Resources, Inc.	1-Feb-09	378523	152N	98W	29	E2NE4	McKenzie	ND	80	CEYNAR 29-32H
Vicki Schelde and Jack Schelde, her husband	Diamond Resources, Inc.	9-Jun-09	379074	152N	98W	29	W2NE4	McKenzie	ND	80	CEYNAR 29-32H
Vicki Schelde and Jack Schelde, her husband	Diamond Resources, Inc.	9-Jun-09	379074	152N	98W	29	NE4SW4	McKenzie	ND	40	CEYNAR 29-32H
Vicki Schelde and Jack Schelde, her husband	Diamond Resources, Inc.	9-Jun-09	379074	152N	98W	29	N2SE4	McKenzie	ND	80	CEYNAR 29-32H
Lynden E. Johnson, a married man	Diamond Resources, Inc.	29-May-08	379083	152N	98W	24	N2NW4	McKenzie	ND	80	NORDENG 24-13H
Lynden E. Johnson, a married man	Diamond Resources, Inc.	29-May-08	379083	152N	97W	19	NE4SW4	McKenzie	ND	40	ROLFSRUD FEDERAL 18-19H
Stan R. Shelley a/k/a Stanley R. Shelley, Attorney-in-Fact for Revonda Floyd, Sharon Millicent Roberts, Gary Lee Shelley, Steven Mark Shelley, Gloria Louise Davis, Susan Kuyers, Harley F. Shelley, Warren L. Shelley, Bryan K. Shelley, Stan R. Shelley, Leon H. Shelley, Nancy J. Goddard, KL & Hazel Shelley Trust, John R. Shelley, Lauren Elizabeth Hairgrove	Diamond Resources, Inc.	17-Feb-09	380171	152N	98W	33	S2SW4	McKenzie	ND		BERQUIST 33-28H
Stan R. Shelley a/k/a Stanley R. Shelley, Attorney-in-Fact for Revonda Floyd, Sharon Millicent Roberts, Gary Lee Shelley, Steven Mark Shelley, Gloria Louise Davis, Susan Kuyers, Harley F. Shelley, Warren L. Shelley, Bryan K. Shelley, Stan R. Shelley, Leon H. Shelley, Nancy J. Goddard, KL & Hazel Shelley Trust, John R. Shelley, Lauren Elizabeth Hairgrove	Diamond Resources, Inc.	17-Feb-09	380171	152N	98W	33	W2E2	McKenzie	ND		BERQUIST 33-28H
Stan R. Shelley, a/k/a Stanley R. Shelley, Attornet-in-Fact for Revonda Floyd, Sharon Millicent Roberts, Gary Lee Shelley, Steven Mark Shelley, Gloria Louise Davis, Susan Kuyers, Harley F. Shelley, Warren L. Shelley, Bryan K. Shelley, Stan R. Shelley, Leon H. Shelley, Nancy J. Goddard, KL & Hazel Shelley Trust, John R. Shelley, Lauren Elizabeth Hairgrove	Diamond Resources, Inc.	17-Feb-09	380171	152N	98W	32	S2NW4	McKenzie	ND	80	CEYNAR 29-32H
Stan R. Shelley, a/k/a Stanley R. Shelley, Attornet-in-Fact for Revonda Floyd, Sharon Millicent Roberts, Gary Lee Shelley, Steven Mark Shelley, Gloria Louise Davis, Susan Kuyers, Harley F. Shelley, Warren L. Shelley, Bryan K. Shelley, Stan R. Shelley, Leon H. Shelley, Nancy J. Goddard, KL & Hazel Shelley Trust, John R. Shelley, Lauren Elizabeth Hairgrove	Diamond Resources, Inc.	17-Feb-09	380171	152N	98W	32	S2	McKenzie	ND	320	CEYNAR 29-32H
Wayne R. Johnson, a single man	Diamond Resources, Inc.	15-Jul-08	380685	152N	97W	19	NE4SW4	McKenzie	ND	40	ROLFSRUD FEDERAL 18-19H
Laura West and Denny West, her husband	Diamond Resources, Inc.	1-Nov-09	381030	152N	97W	19	NE4SW4	McKenzie	ND	40	ROLFSRUD FEDERAL 18-19H
Jack K. Richardson and Jeanette A. Richardson, as Trustees of their successors in trust, under the Richardson Living Trust, dated April 19, 1999 and any amendments thereto	Diamond Resources, Inc.	1-Nov-09	381031	152N	97W	19	NE4SW4	McKenzie	ND	40	ROLFSRUD FEDERAL 18-19H
Russell Johnson and Sandy Johnson, husban and wife	Diamond Resources, Inc.	15-Jul-08	381035	152N	97W	19	NE4SW4	McKenzie	ND	40	ROLFSRUD FEDERAL 18-19H
Dennis E. Johnson and Vonnie J. Johnson, husban and wife	Diamond Resources, Inc.	15-Jul-08	381038	152N	97W	19	NE4SW4	McKenzie	ND	40	ROLFSRUD FEDERAL 18-19H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Merlin E. McWilliams, a/k/a Merlin McWilliams, a married man	Diamond Resources, Inc.	28-Jul-05	538449	152N	98W	24	N2NW4	Williams	ND	80	NORDENG 24-13H
John Shae JR, a married man dealing in his sole and separate property	Wells Petroleum Inc	24-Oct-96	567723	155N	100W	33	W2SW4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
John Shae JR, a married man dealing in his sole and separate property	Wells Petroleum Inc	24-Oct-96	567723	155N	100W	33	E2NW4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
John Shae JR, a married man dealing in his sole and separate property	Wells Petroleum Inc	24-Oct-96	567723	155N	100W	33	SW4NW4	Williams	ND	40	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Gerald Schultz and Pat Schultz, Husband and Wife	Wells Petroleum Inc	25-Nov-96	567724	155N	100W	33	W2SW4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Robert Stenehjelm and Jenette Stenehjelm, Husband and Wife	Wells Petroleum Inc	25-Nov-96	567725	155N	100W	33	W2SW4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Sandra Horob, AKA Sandra Horab, a single woman	Wells Petroleum Inc	2-Nov-96	567726	155N	100W	33	W2SW4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Sandra Horob, AKA Sandra Horab, a single woman	Wells Petroleum Inc	2-Nov-96	567726	155N	100W	33	E2NW4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Sandra Horob, AKA Sandra Horab, a single woman	Wells Petroleum Inc	2-Nov-96	567726	155N	100W	33	SW4NW4	Williams	ND	40	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Steve Poeckes and Barbara Poeckes, husband and wife	Wells Petroleum Inc	2-Nov-96	567727	155N	100W	33	W2SW4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Steve Poeckes and Barbara Poeckes, husband and wife	Wells Petroleum Inc	2-Nov-96	567727	155N	100W	33	E2NW4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Steve Poeckes and Barbara Poeckes, husband and wife	Wells Petroleum Inc	2-Nov-96	567727	155N	100W	33	SW4NW4	Williams	ND	40	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Sylvia Shae, a single person	Wells Petroleum Inc	2-Nov-96	567728	155N	100W	33	W2SW4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Sylvia Shae, a single person	Wells Petroleum Inc	2-Nov-96	567728	155N	100W	33	E2NW4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Sylvia Shae, a single person	Wells Petroleum Inc	2-Nov-96	567728	155N	100W	33	SW4NW4	Williams	ND	40	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Kenneth Stenehjelm and Joan Stenehjelm, Husband and Wife	Wells Petroleum Inc	25-Nov-96	567729	155N	100W	33	W2SW4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
J W Jeffery , AKA John W Jeffery and Ann E Jeffery, Husband and wife	Wells Petroleum Inc	18-Oct-96	567746	155N	100W	33	W2SE4, E2SW4	Williams	ND	160	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Ann Hardy Bratland, a married woman dealing in her sole and separate property	Wells Petroleum Inc	18-Oct-96	567756	155N	100W	33	E2SW4, W2SE4	Williams	ND	160	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Ada May Larson, AKA Ada M Larson, a widow	LCM, LTD., LLC	2-Oct-96	568006	155N	100W	33	NW4NW4	Williams	ND	40	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
June F Huff, AKA June Fay Huff, a married woman dealing in her sole and separate property	LCM, LTD., LLC	2-Oct-96	568007	155N	100W	33	NW4NW4	Williams	ND	40	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Willis J Stenehjelm, AKA Willis Stenehjelm, individually and as attorney in fact for Beverly Stenehjelm, his wife, Betty Stenehjelm, a married woman dealing in her sole and separate property, Selma H Arstein , AKA Selma Arstein, a wdpw, Shirley a Ross, AKA Shirley Ann Ross and Gary Ross , wife and husband, Oscar T Stenehjelm AKA Oscar Stenehjelm and Loretta Stenehjelm, husband and wife, Helen M Olson AKA Helen Olson, a widow, Marion T Woods AKA Marion Woods, a widow and Robert E Stenehjelm, a single man	LCM, LTD., LLC	10-Oct-96	568008	155N	100W	33	W2SW4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Lou Forrest Sowitch and Holly M Sowitch, husband and wife	LCM, LTD., LLC	15-Oct-96	568009	155N	100W	33	S2NE4, E2SE4, S2NW4, NE4NW4	Williams	ND	280	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Leslie Nelson Sowitch and Beth Sowitch, husband and wife	LCM, LTD., LLC	15-Oct-96	568010	155N	100W	33	S2NE4, E2SE4, S2NW4, NE4NW4	Williams	ND	280	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Lorenz Sowitch AKA L P Sowitch and Lorene Sowitch, husband and wife	LCM, LTD., LLC	15-Oct-96	568011	155N	100W	33	S2NE4, E2SE4, S2NW4, NE4NW4	Williams	ND	280	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Michael R Mcintee and Marian Mcintee, husband and wife	LCM, LTD., LLC	25-Oct-96	568012	155N	100W	33	E2SE4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Lena M Price AKA Lena Melcena Price, a single woman	LCM, LTD., LLC	25-Oct-96	568013	155N	100W	33	E2SE4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Thelma Allen, AKA Thelm E Allen, a widow	LCM, LTD., LLC	14-Oct-96	568014	155N	100W	33	E2SE4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Byron Haugen, A widower	LCM, LTD., LLC	28-Oct-96	568015	155N	100W	33	E2SE4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Lawrence E Didychuk AKA Lawrence Didychuk and Beverly Didychuk, husband and wife	LCM, LTD., LLC	23-Oct-96	568274	155N	100W	33	E2SE4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Joyce C Johnson, AKA Joyce Hardy Johnson, a married woman dealing in her sole and separate property	Wells Petroleum Inc	18-Oct-96	568322	155N	100W	33	W2SE4, E2SW4	Williams	ND	160	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Peter H Lee and Mildred L Lee, husband and wife	Diamond Resources, Inc.	10-Jul-96	569090	155N	100W	33	E2SE4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Dixon Bieri, a married woman dealing in her sole and separate property	Wells Petroleum Inc	2-Oct-96	569393	155N	100W	33	W2SW4	Williams	ND	80	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
William L Shae , and Gladys Shae, husband and wife	Wells Petroleum Inc	23-Jul-97	572908	155N	100W	33	S2NW4, NE4NW4, W2SW4	Williams	ND	200	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Jerry Shae and Collette Shae, husabnd and wife	Wells Petroleum Inc	23-Jul-97	572944	155N	100W	33	S2NW4, NE4NW4, W2SW4	Williams	ND	200	BEAR CAT 33-28 1H; JEFFREY 33-33; SHAE 21-33
Debra Marburger	Diamond Resources, Inc.	24-Mar-04	614597	152N	104W	14	Farm Unit 101B	Williams	ND	19.62	TML 14-13 #1H
Debra Marburger	Diamond Resources, Inc.	24-Mar-04	614597	152N	104W	14	NE4NW4	Williams	ND	40	TML 14-13 #1H
Debra Marburger	Diamond Resources, Inc.	24-Mar-04	614597	152N	104W	14	NW4NE4	Williams	ND	40	TML 14-13 #1H
Richard Marburger, a single man	Diamond Resources, Inc.	24-Mar-04	614598	152N	104W	14	Farm Unit 101B	Williams	ND	19.62	TML 14-13 #1H
Richard Marburger, a single man	Diamond Resources, Inc.	24-Mar-04	614598	152N	104W	14	NE4NW4	Williams	ND	40	TML 14-13 #1H
Richard Marburger, a single man	Diamond Resources, Inc.	24-Mar-04	614598	152N	104W	14	NW4NE4	Williams	ND	40	TML 14-13 #1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Patricia M. Marburger, a widow	Diamond Resources, Inc.	24-Mar-04	614599	152N	104W	14	Farm Unit 101	Williams	ND	51.84	TML 14-13 #1H
Byron L. Brunelle, a single man	Diamond Resources, Inc.	20-Aug-04	615813	154N	99W	30	SW4SE4	Williams	ND	40	GEORGE 19-30 1H
John C. Sorensen, a married man	Diamond Resources, Inc.	4-Aug-04	615958	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
John C. Sorensen, a married man	Diamond Resources, Inc.	4-Aug-04	615958	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Harley Leverenz and Sharon Leverenz, husband and wife	Diamond Resources, Inc.	1-Sep-04	616455	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Harley Leverenz and Sharon Leverenz, husband and wife	Diamond Resources, Inc.	1-Sep-04	616455	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Sylvia M. Vinger, a widow	Diamond Resources, Inc.	3-Sep-04	616456	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Sylvia M. Vinger, a widow	Diamond Resources, Inc.	3-Sep-04	616456	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Darryl J. Cote, as Attorney-in-Fact for Gayle Cote, a widow	Diamond Resources, Inc.	6-Aug-04	616458	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Darryl J. Cote, as Attorney-in-Fact for Gayle Cote, a widow	Diamond Resources, Inc.	6-Aug-04	616458	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Darryl J. Cote, as Attorney-in-Fact for Dallas L. Cote, a married man	Diamond Resources, Inc.	6-Aug-04	616459	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Darryl J. Cote, as Attorney-in-Fact for Dallas L. Cote, a married man	Diamond Resources, Inc.	6-Aug-04	616459	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Darryl J. Cote, as Attorney-in-Fact for Nyla Jean Becker, a widow	Diamond Resources, Inc.	6-Aug-04	616460	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Darryl J. Cote, as Attorney-in-Fact for Nyla Jean Becker, a widow	Diamond Resources, Inc.	6-Aug-04	616460	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Darryl J. Cote, as Attorney-in-Fact for Rosemary Gross, a widow	Diamond Resources, Inc.	6-Aug-04	616461	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Darryl J. Cote, as Attorney-in-Fact for Rosemary Gross, a widow	Diamond Resources, Inc.	6-Aug-04	616461	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Darryl Cote and Jeanne Cote, husband and wife	Diamond Resources, Inc.	6-Aug-04	616462	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Darryl Cote and Jeanne Cote, husband and wife	Diamond Resources, Inc.	6-Aug-04	616462	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
August W. Schaub, a married man	Diamond Resources, Inc.	4-Aug-04	616658	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
August W. Schaub, a married man	Diamond Resources, Inc.	4-Aug-04	616658	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Hjalmer Johnson	Diamond Resources, Inc.	5-Oct-07	616659	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Hjalmer Johnson	Diamond Resources, Inc.	5-Oct-07	616659	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Hjalmer Johnson	Diamond Resources, Inc.	5-Oct-07	616659	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Hjalmer Johnson	Diamond Resources, Inc.	5-Oct-07	616659	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Hjalmer Johnson	Diamond Resources, Inc.	5-Oct-07	616659	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Hjalmer Johnson	Diamond Resources, Inc.	5-Oct-07	616659	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Berit Leverenz, a widow	Diamond Resources, Inc.	3-Sep-04	616660	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Berit Leverenz, a widow	Diamond Resources, Inc.	3-Sep-04	616660	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Mary Ellen Jones, a married woman	Diamond Resources, Inc.	8-Sep-04	616661	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Mary Ellen Jones, a married woman	Diamond Resources, Inc.	8-Sep-04	616661	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Marlene Herbst, a/k/a Marlene L. Eakman-Herbst, a married woman	Diamond Resources, Inc.	24-May-07	616664	154N	99W	19	E2NW4	Williams	ND	80	GEORGE 19-30 1H
Marlene Herbst, a/k/a Marlene L. Eakman-Herbst, a married woman	Diamond Resources, Inc.	24-May-07	616664	154N	99W	19	E2SW4	Williams	ND	80	GEORGE 19-30 1H
Marlene Herbst, a/k/a Marlene L. Eakman-Herbst, a married woman	Diamond Resources, Inc.	24-May-07	616664	154N	99W	19	Lot 1 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Marlene Herbst, a/k/a Marlene L. Eakman-Herbst, a married woman	Diamond Resources, Inc.	24-May-07	616664	154N	99W	19	Lot 2 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Marlene Herbst, a/k/a Marlene L. Eakman-Herbst, a married woman	Diamond Resources, Inc.	24-May-07	616664	154N	99W	19	Lot 3 (37.13)	Williams	ND	37.13	GEORGE 19-30 1H
Marlene Herbst, a/k/a Marlene L. Eakman-Herbst, a married woman	Diamond Resources, Inc.	24-May-07	616664	154N	99W	19	Lot 4 (37.13)	Williams	ND	37.13	GEORGE 19-30 1H
John Young, a/k/a John Thomas Young, a married man	Diamond Resources, Inc.	2-Aug-04	616987	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
John Young, a/k/a John Thomas Young, a married man	Diamond Resources, Inc.	2-Aug-04	616987	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Robert A. Young, a married man	Diamond Resources, Inc.	2-Aug-04	616988	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Robert A. Young, a married man	Diamond Resources, Inc.	2-Aug-04	616988	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Shirley Marie Erickson, a single woman	Diamond Resources, Inc.	5-Aug-04	616989	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Shirley Marie Erickson, a single woman	Diamond Resources, Inc.	5-Aug-04	616989	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Kenneth J. Alley, a widower	Diamond Resources, Inc.	6-Aug-04	616990	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Kenneth J. Alley, a widower	Diamond Resources, Inc.	6-Aug-04	616990	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
DeLaine Rude, a widow	Diamond Resources, Inc.	4-Aug-04	616991	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
DeLaine Rude, a widow	Diamond Resources, Inc.	4-Aug-04	616991	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Barbara Wetzstein, a single woman	Diamond Resources, Inc.	29-Jul-04	616992	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Barbara Wetzstein, a single woman	Diamond Resources, Inc.	29-Jul-04	616992	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Theresa Bjella, a widow	Diamond Resources, Inc.	2-Aug-04	616993	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Theresa Bjella, a widow	Diamond Resources, Inc.	2-Aug-04	616993	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H

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Exhibit A - Lease Schedule
Only As Relates to Wellbores

Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Mary Jean Moen, as Trustee of the Mary Jean Moen Trust	Diamond Resources, Inc.	2-Aug-04	616994	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Mary Jean Moen, as Trustee of the Mary Jean Moen Trust	Diamond Resources, Inc.	2-Aug-04	616994	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Betty Payne, a/k/a Betty Ann Payne, a single woman	Diamond Resources, Inc.	2-Aug-04	616995	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Betty Payne, a/k/a Betty Ann Payne, a single woman	Diamond Resources, Inc.	2-Aug-04	616995	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Anna B. Buckelew, a widow	Diamond Resources, Inc.	3-Aug-04	616996	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Anna B. Buckelew, a widow	Diamond Resources, Inc.	3-Aug-04	616996	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Conrad Skogen and Dolores E. Skogen, husband and wife	Diamond Resources, Inc.	17-Sep-04	617006	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Conrad Skogen and Dolores E. Skogen, husband and wife	Diamond Resources, Inc.	17-Sep-04	617006	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Keith D. Brunelle, Trustee of the Brunelle Family Trust under date of Trust effective July 16, 1993	Diamond Resources, Inc.	2-Aug-10	617007	154N	99W	29	W2W2	Williams	ND	160	NIELS 32-29 1H
Kelly Brunelle, a single man	Diamond Resources, Inc.	27-Jul-04	617008	154N	99W	19	S2SE4	Williams	ND	80	GEORGE 19-30 1H
Kelly Brunelle, a single man	Diamond Resources, Inc.	27-Jul-04	617008	154N	99W	29	W2W2	Williams	ND	160	NIELS 32-29 1H
Kelly Brunelle, a single man	Diamond Resources, Inc.	27-Jul-04	617008	154N	99W	29	W2W2	Williams	ND	160	NIELS 32-29 1H
Mark Brunelle, a single man	Diamond Resources, Inc.	27-Jul-04	617009	154N	99W	19	S2SE4	Williams	ND	80	GEORGE 19-30 1H
Mark Brunelle, a single man	Diamond Resources, Inc.	27-Jul-04	617009	154N	99W	29	W2W2	Williams	ND	160	NIELS 32-29 1H
Anna Remsburg, as Trustee of the Ann W. Skjei Midwest Trust, UDT dated December 16, 1999	Diamond Resources, Inc.	28-Jul-04	617010	154N	99W	19	NE4SE4	Williams	ND	40	GEORGE 19-30 1H
Anna Remsburg, as Attorney-in-Fact for John W. Westergaard, Chris Clyde, and Peter Clyde	Diamond Resources, Inc.	28-Jul-04	617011	154N	99W	19	NE4SE4	Williams	ND	40	GEORGE 19-30 1H
Timothy Dishon and Vicki Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617427	152N	104W	14	W2NW4	Williams	ND	80	TML 14-13 #1H
William Dishon and Debbie Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617429	152N	104W	14	W2NW4	Williams	ND	80	TML 14-13 #1H
Robert Dishon and Kim Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617430	152N	104W	14	W2NW4	Williams	ND	80	TML 14-13 #1H
Thomas R. Dishon and Brenda Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617431	152N	104W	14	W2NW4	Williams	ND	80	TML 14-13 #1H
Terry Dishon and Iuei Dishon, husband and wife	Diamond Resources, Inc.	23-Sep-04	617585	152N	104W	14	W2NW4	Williams	ND	80	TML 14-13 #1H
Roxie Ann Swanson, a single woman	Diamond Resources, Inc.	8-Sep-04	617809	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Roxie Ann Swanson, a single woman	Diamond Resources, Inc.	8-Sep-04	617809	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Jeanne Owens and Garry Owens, her husband	Diamond Resources, Inc.	15-Nov-04	619485	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Jeanne Owens and Garry Owens, her husband	Diamond Resources, Inc.	15-Nov-04	619485	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Kenneth Owens, a single man	Diamond Resources, Inc.	15-Nov-04	619486	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Kenneth Owens, a single man	Diamond Resources, Inc.	15-Nov-04	619486	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Margaret B. Meek, a married woman	Diamond Resources, Inc.	10-Jan-05	620403	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Margaret B. Meek, a married woman	Diamond Resources, Inc.	10-Jan-05	620403	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Margaret B. Meek, a married woman	Diamond Resources, Inc.	10-Jan-05	620403	154N	99W	29	W2SE4 Less 5.0 Acre Tract	Williams	ND	75	NIELS 32-29 1H
Charles Joseph Lynch and Beverly Lynch, husband and wife	Diamond Resources, Inc.	7-Jan-05	620404	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Charles Joseph Lynch and Beverly Lynch, husband and wife	Diamond Resources, Inc.	7-Jan-05	620404	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Charles Joseph Lynch and Beverly Lynch, husband and wife	Diamond Resources, Inc.	7-Jan-05	620404	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Nancy Malchert, a married woman	Diamond Resources, Inc.	11-Jan-05	620736	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Nancy Malchert, a married woman	Diamond Resources, Inc.	11-Jan-05	620736	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
E.D. Vanover, a single man	Diamond Resources, Inc.	13-Jan-05	620737	154N	99W	19	E2NW4	Williams	ND	80	GEORGE 19-30 1H
E.D. Vanover, a single man	Diamond Resources, Inc.	13-Jan-05	620737	154N	99W	19	Lot 1 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
E.D. Vanover, a single man	Diamond Resources, Inc.	13-Jan-05	620737	154N	99W	19	Lot 2 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Sheryl J. Cowan, a married woman	Diamond Resources, Inc.	11-Jan-05	620738	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Sheryl J. Cowan, a married woman	Diamond Resources, Inc.	11-Jan-05	620738	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Arthur M. Lynch, a married man	Diamond Resources, Inc.	19-Jan-05	620739	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Arthur M. Lynch, a married man	Diamond Resources, Inc.	19-Jan-05	620739	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Arthur M. Lynch, a married man	Diamond Resources, Inc.	19-Jan-05	620739	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Thomas F. Stroock as Trustee of the TFS Trust	Diamond Resources, Inc.	13-Jan-05	620740	154N	99W	19	S2SE4	Williams	ND	80	GEORGE 19-30 1H
Rodney W. Wattam, a married man	Diamond Resources, Inc.	13-Jan-05	620741	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Rodney W. Wattam, a married man	Diamond Resources, Inc.	13-Jan-05	620741	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Robert John Lynch, a married man	Diamond Resources, Inc.	19-Jan-05	620742	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H

**Exhibit A - Lease Schedule
Only As Relates to Wellbores**

Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Robert John Lynch, a married man	Diamond Resources, Inc.	19-Jan-05	620742	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Robert John Lynch, a married man	Diamond Resources, Inc.	19-Jan-05	620742	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Chris Owens, a married man	Diamond Resources, Inc.	24-Jan-05	620977	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Chris Owens, a married man	Diamond Resources, Inc.	24-Jan-05	620977	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Eva Grande aka Eve Grande, a widow	Diamond Resources, Inc.	24-Jan-05	620979	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Eva Grande aka Eve Grande, a widow	Diamond Resources, Inc.	24-Jan-05	620979	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Eva Grande aka Eve Grande, a widow	Diamond Resources, Inc.	24-Jan-05	620979	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
A. C. Smith, Attorney-in-Fact for Sinclair Smith Siragusa, a married woman	Diamond Resources, Inc.	13-Jan-05	620980	154N	99W	19	E2NW4	Williams	ND	80	GEORGE 19-30 1H
A. C. Smith, Attorney-in-Fact for Sinclair Smith Siragusa, a married woman	Diamond Resources, Inc.	13-Jan-05	620980	154N	99W	19	Lot 1 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
A. C. Smith, Attorney-in-Fact for Sinclair Smith Siragusa, a married woman	Diamond Resources, Inc.	13-Jan-05	620980	154N	99W	19	Lot 2 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Allen Currie Smith, a married man	Diamond Resources, Inc.	13-Jan-05	620981	154N	99W	19	E2NW4	Williams	ND	80	GEORGE 19-30 1H
Allen Currie Smith, a married man	Diamond Resources, Inc.	13-Jan-05	620981	154N	99W	19	Lot 1 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Allen Currie Smith, a married man	Diamond Resources, Inc.	13-Jan-05	620981	154N	99W	19	Lot 2 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Stanley Thomas Anderson, a married man	Diamond Resources, Inc.	8-Sep-04	620982	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Stanley Thomas Anderson, a married man	Diamond Resources, Inc.	8-Sep-04	620982	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
James Lewis Fosshage, a married man	Diamond Resources, Inc.	14-Jan-05	620984	154N	99W	19	E2NW4	Williams	ND	80	GEORGE 19-30 1H
James Lewis Fosshage, a married man	Diamond Resources, Inc.	14-Jan-05	620984	154N	99W	19	Lot 1 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
James Lewis Fosshage, a married man	Diamond Resources, Inc.	14-Jan-05	620984	154N	99W	19	Lot 2 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Eva Carlson, f/k/a Eva E. Lynch, a married woman	Diamond Resources, Inc.	19-Jan-05	620985	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Eva Carlson, f/k/a Eva E. Lynch, a married woman	Diamond Resources, Inc.	19-Jan-05	620985	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Eva Carlson, f/k/a Eva E. Lynch, a married woman	Diamond Resources, Inc.	19-Jan-05	620985	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Carole Burns, f/k/a Carole Dahlman, a married woman	Diamond Resources, Inc.	13-Jan-05	620986	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Carole Burns, f/k/a Carole Dahlman, a married woman	Diamond Resources, Inc.	13-Jan-05	620986	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Ellen Rowland, a widow	Diamond Resources, Inc.	11-Jan-05	620987	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Ellen Rowland, a widow	Diamond Resources, Inc.	11-Jan-05	620987	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Ronald E. Wattam, Jr.	Diamond Resources, Inc.	13-Jan-05	621260	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Ronald E. Wattam, Jr.	Diamond Resources, Inc.	13-Jan-05	621260	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Jeanette Lara, f/k/a Jeanette Schroeder, a married woman	Diamond Resources, Inc.	19-Jan-05	621261	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Jeanette Lara, f/k/a Jeanette Schroeder, a married woman	Diamond Resources, Inc.	19-Jan-05	621261	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Jeanette Lara, f/k/a Jeanette Schroeder, a married woman	Diamond Resources, Inc.	19-Jan-05	621261	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Delores C. Hackenburg, a widow	Diamond Resources, Inc.	19-Jan-05	621262	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Delores C. Hackenburg, a widow	Diamond Resources, Inc.	19-Jan-05	621262	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Delores C. Hackenburg, a widow	Diamond Resources, Inc.	19-Jan-05	621262	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Mary A. Edwards and Robert Edwards, Co-Trustees of the Edwards Family Trust dated 2/10/83	Diamond Resources, Inc.	18-Feb-05	622029	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Mary A. Edwards and Robert Edwards, Co-Trustees of the Edwards Family Trust dated 2/10/83	Diamond Resources, Inc.	18-Feb-05	622029	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Thelma Willoughby, a widow	Diamond Resources, Inc.	13-Jan-05	622032	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Thelma Willoughby, a widow	Diamond Resources, Inc.	13-Jan-05	622032	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Eleanor Krelitz, a/k/a Eleanor Rowland Krelitz, a widow	Diamond Resources, Inc.	13-Jan-05	622033	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Eleanor Krelitz, a/k/a Eleanor Rowland Krelitz, a widow	Diamond Resources, Inc.	13-Jan-05	622033	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Paul Erickson, a married man	Diamond Resources, Inc.	4-Aug-04	622034	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Paul Erickson, a married man	Diamond Resources, Inc.	4-Aug-04	622034	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Arthur N. Anderson, a married man	Diamond Resources, Inc.	8-Sep-04	622035	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Arthur N. Anderson, a married man	Diamond Resources, Inc.	8-Sep-04	622035	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Helen Marie Ringeisen, a married woman	Diamond Resources, Inc.	14-Jan-05	622036	154N	99W	19	E2NW4	Williams	ND	80	GEORGE 19-30 1H
Helen Marie Ringeisen, a married woman	Diamond Resources, Inc.	14-Jan-05	622036	154N	99W	19	Lot 1 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Helen Marie Ringeisen, a married woman	Diamond Resources, Inc.	14-Jan-05	622036	154N	99W	19	Lot 2 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Dawn Coburn, a married woman	Diamond Resources, Inc.	22-Jan-05	622761	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Dawn Coburn, a married woman	Diamond Resources, Inc.	22-Jan-05	622761	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Clayton L. Ternquist and Evelyn M. Ternquist, husband and wife	Diamond Resources, Inc.	9-Aug-04	623289	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Clayton L. Ternquist and Evelyn M. Ternquist, husband and wife	Diamond Resources, Inc.	9-Aug-04	623289	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Sharon Blake Bromberg, a married woman	Diamond Resources, Inc.	8-Mar-05	623317	154N	99W	19	E2NW4	Williams	ND	80	GEORGE 19-30 1H
Sharon Blake Bromberg, a married woman	Diamond Resources, Inc.	8-Mar-05	623317	154N	99W	19	Lot 1 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Sharon Blake Bromberg, a married woman	Diamond Resources, Inc.	8-Mar-05	623317	154N	99W	19	Lot 2 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Anna Mary MacDonald, f/k/a Anna Mary T. Lynch, a widow	Diamond Resources, Inc.	19-Jan-05	623318	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Anna Mary MacDonald, f/k/a Anna Mary T. Lynch, a widow	Diamond Resources, Inc.	19-Jan-05	623318	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Anna Mary MacDonald, f/k/a Anna Mary T. Lynch, a widow	Diamond Resources, Inc.	19-Jan-05	623318	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Richard L. Gill and Cindy Gill, husband and wife	Diamond Resources, Inc.	23-Mar-05	623442	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Richard L. Gill and Cindy Gill, husband and wife	Diamond Resources, Inc.	23-Mar-05	623442	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Kathy Blakesley, f/k/a Kathy Dahlman, a married woman	Diamond Resources, Inc.	13-Jan-05	623987	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Kathy Blakesley, f/k/a Kathy Dahlman, a married woman	Diamond Resources, Inc.	13-Jan-05	623987	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Gary D. McCartney and Helen B. McCartney, Co- trustees of the McCartney family Mineral trust	Diamond Resources, Inc.	5-May-05	624349	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Gary D. McCartney and Helen B. McCartney, Co- trustees of the McCartney family Mineral trust	Diamond Resources, Inc.	5-May-05	624349	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Barbara Davis, as Personal Respresentative of the Estate of Marvin H. Davis	Diamond Resources, Inc.	28-Apr-05	624840	154N	99W	19	S2SE4	Williams	ND	80	GEORGE 19-30 1H
Nan Blake Leavell, a married woman	Diamond Resources, Inc.	8-Mar-05	624841	154N	99W	19	E2NW4	Williams	ND	80	GEORGE 19-30 1H
Nan Blake Leavell, a married woman	Diamond Resources, Inc.	8-Mar-05	624841	154N	99W	19	Lot 1 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Nan Blake Leavell, a married woman	Diamond Resources, Inc.	8-Mar-05	624841	154N	99W	19	Lot 2 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Debra Marburger, a single woman	Diamond Resources, Inc.	2-Jun-05	624962	152N	104W	14	Block 1 of Sublot 101A of unit 101A Rearrangement located in the NE4NE4	Williams	ND	11.87	TML 14-13 #1H
Richard Marburger, a single man	Diamond Resources, Inc.	2-Jun-05	624963	152N	104W	14	Block 1 of Sublot 101A of Unit 101A Rearrangement located in the NE4NE4	Williams	ND	11.87	TML 14-13 #1H
Sandra Meyer, as Personal Representative of the Estate of Arvie N. Ternquist, deceased	Diamond Resources, Inc.	9-Aug-04	624970	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Sandra Meyer, as Personal Representative of the Estate of Arvie N. Ternquist, deceased	Diamond Resources, Inc.	9-Aug-04	624970	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Eva Grande aka Eve Grande, a widow	Diamond Resources, Inc.	14-Jun-05	625608	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Eva Grande aka Eve Grande, a widow	Diamond Resources, Inc.	14-Jun-05	625608	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Eva Grande aka Eve Grande, a widow	Diamond Resources, Inc.	14-Jun-05	625608	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Ruby Thune, a widow	Diamond Resources, Inc.	20-Jun-05	625946	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Ruby Thune, a widow	Diamond Resources, Inc.	20-Jun-05	625946	154N	99W	29	SE4	Williams	ND	160	NIELS 32-29 1H
Ruby Thune, a widow	Diamond Resources, Inc.	20-Jun-05	625946	154N	99W	29	SE4NE4	Williams	ND	40	NIELS 32-29 1H
Ruby Thune, a widow	Diamond Resources, Inc.	20-Jun-05	625946	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Jovonne Moen, a single woman	Diamond Resources, Inc.	24-Jun-05	625947	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Jovonne Moen, a single woman	Diamond Resources, Inc.	24-Jun-05	625947	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Jovonne Moen, a single woman	Diamond Resources, Inc.	24-Jun-05	625947	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Jovonne Moen, a single woman	Diamond Resources, Inc.	24-Jun-05	625947	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Jovonne Moen, a single woman	Diamond Resources, Inc.	24-Jun-05	625947	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Jovonne Moen, a single woman	Diamond Resources, Inc.	24-Jun-05	625947	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Juneal Doeden, a single woman	Diamond Resources, Inc.	24-Jun-05	625948	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Juneal Doeden, a single woman	Diamond Resources, Inc.	24-Jun-05	625948	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Juneal Doeden, a single woman	Diamond Resources, Inc.	24-Jun-05	625948	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Juneal Doeden, a single woman	Diamond Resources, Inc.	24-Jun-05	625948	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Juneal Doeden, a single woman	Diamond Resources, Inc.	24-Jun-05	625948	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Juneal Doeden, a single woman	Diamond Resources, Inc.	24-Jun-05	625948	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Ronny Wollertson, a married man	Diamond Resources, Inc.	24-Jun-05	625949	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Ronny Wollertson, a married man	Diamond Resources, Inc.	24-Jun-05	625949	154N	99W	29	SE4	Williams	ND	160	NIELS 32-29 1H
Ronny Wollertson, a married man	Diamond Resources, Inc.	24-Jun-05	625949	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Ronny Wollertson, a married man	Diamond Resources, Inc.	24-Jun-05	625949	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Mark Armstrong, a married man	Diamond Resources, Inc.	20-Jun-05	625950	154N	99W	29	A 5.00 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Mark Armstrong, a married man	Diamond Resources, Inc.	20-Jun-05	625950	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Mark Armstrong, a married man	Diamond Resources, Inc.	20-Jun-05	625950	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Mark Armstrong, a married man	Diamond Resources, Inc.	20-Jun-05	625950	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Mark Armstrong, a married man	Diamond Resources, Inc.	20-Jun-05	625950	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Mark Armstrong, a married man	Diamond Resources, Inc.	20-Jun-05	625950	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Etta Borkenhagen, a widow	Diamond Resources, Inc.	14-Jun-05	625951	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Etta Borkenhagen, a widow	Diamond Resources, Inc.	14-Jun-05	625951	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Etta Borkenhagen, a widow	Diamond Resources, Inc.	14-Jun-05	625951	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Etta Borkenhagen, a widow	Diamond Resources, Inc.	14-Jun-05	625951	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Etta Borkenhagen, a widow	Diamond Resources, Inc.	14-Jun-05	625951	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Etta Borkenhagen, a widow	Diamond Resources, Inc.	14-Jun-05	625951	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Darla Armstrong Haller, a married woman	Diamond Resources, Inc.	20-Jun-05	625953	154N	99W	29	A 5.0 acre tract in SE4	Williams	ND	5	NIELS 32-29 1H
Darla Armstrong Haller, a married woman	Diamond Resources, Inc.	20-Jun-05	625953	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Darla Armstrong Haller, a married woman	Diamond Resources, Inc.	20-Jun-05	625953	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Darla Armstrong Haller, a married woman	Diamond Resources, Inc.	20-Jun-05	625953	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Darla Armstrong Haller, a married woman	Diamond Resources, Inc.	20-Jun-05	625953	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Darla Armstrong Haller, a married woman	Diamond Resources, Inc.	20-Jun-05	625953	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Cheryl Skodji	Diamond Resources, Inc.	20-Jun-05	625954	154N	99W	29	A 5.00 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Cheryl Skodji	Diamond Resources, Inc.	20-Jun-05	625954	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Cheryl Skodji	Diamond Resources, Inc.	20-Jun-05	625954	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Cheryl Skodji	Diamond Resources, Inc.	20-Jun-05	625954	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Cheryl Skodji	Diamond Resources, Inc.	20-Jun-05	625954	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Cheryl Skodji	Diamond Resources, Inc.	20-Jun-05	625954	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Jerald H. Stockman, Trustee of the Wallace H. Stockman Testamentary Trust No. 1, created by the Last Will and Testament of Henry Wallace Stockman	Diamond Resources, Inc.	21-Jun-05	625955	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Jerald H. Stockman, Trustee of the Wallace H. Stockman Testamentary Trust No. 1, created by the Last Will and Testament of Henry Wallace Stockman	Diamond Resources, Inc.	21-Jun-05	625955	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Jerald H. Stockman, Trustee of the Wallace H. Stockman Testamentary Trust No. 1, created by the Last Will and Testament of Henry Wallace Stockman	Diamond Resources, Inc.	21-Jun-05	625955	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Jerald H. Stockman, Trustee of the Wallace H. Stockman Testamentary Trust No. 1, created by the Last Will and Testament of Henry Wallace Stockman	Diamond Resources, Inc.	21-Jun-05	625955	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H

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Jerald H. Stockman, Trustee of the Wallace H. Stockman Testamentary Trust No. 1, created by the Last Will and Testament of Henry Wallace Stockman	Diamond Resources, Inc.	21-Jun-05	625955	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Jerald H. Stockman, Trustee of the Wallace H. Stockman Testamentary Trust No. 1, created by the Last Will and Testament of Henry Wallace Stockman	Diamond Resources, Inc.	21-Jun-05	625955	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Ralph Marti, a widower	Diamond Resources, Inc.	21-Jun-05	625956	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Ralph Marti, a widower	Diamond Resources, Inc.	21-Jun-05	625956	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Ralph Marti, a widower	Diamond Resources, Inc.	21-Jun-05	625956	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Ralph Marti, a widower	Diamond Resources, Inc.	21-Jun-05	625956	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Ralph Marti, a widower	Diamond Resources, Inc.	21-Jun-05	625956	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Ralph Marti, a widower	Diamond Resources, Inc.	21-Jun-05	625956	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Shirley Solem, a married woman	Diamond Resources, Inc.	24-Jun-05	625957	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Shirley Solem, a married woman	Diamond Resources, Inc.	24-Jun-05	625957	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Shirley Solem, a married woman	Diamond Resources, Inc.	24-Jun-05	625957	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Shirley Solem, a married woman	Diamond Resources, Inc.	24-Jun-05	625957	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Shirley Solem, a married woman	Diamond Resources, Inc.	24-Jun-05	625957	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Shirley Solem, a married woman	Diamond Resources, Inc.	24-Jun-05	625957	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
LaVyna Humphrey, a married woman	Diamond Resources, Inc.	21-Jun-05	625958	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
LaVyna Humphrey, a married woman	Diamond Resources, Inc.	21-Jun-05	625958	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
LaVyna Humphrey, a married woman	Diamond Resources, Inc.	21-Jun-05	625958	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
LaVyna Humphrey, a married woman	Diamond Resources, Inc.	21-Jun-05	625958	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
LaVyna Humphrey, a married woman	Diamond Resources, Inc.	21-Jun-05	625958	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
LaVyna Humphrey, a married woman	Diamond Resources, Inc.	21-Jun-05	625958	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Shirley Solem, Attorney-in-Fact for Ernest Wollertson, a single man	Diamond Resources, Inc.	21-Jun-05	625959	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Shirley Solem, Attorney-in-Fact for Ernest Wollertson, a single man	Diamond Resources, Inc.	21-Jun-05	625959	154N	99W	29	SE4	Williams	ND	160	NIELS 32-29 1H
Shirley Solem, Attorney-in-Fact for Ernest Wollertson, a single man	Diamond Resources, Inc.	21-Jun-05	625959	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Shirley Solem, Attorney-in-Fact for Ernest Wollertson, a single man	Diamond Resources, Inc.	21-Jun-05	625959	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Janice Dale and Duaine Dale, her husband	Diamond Resources, Inc.	20-Jun-05	625961	154N	99W	29	A 5.00 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Janice Dale and Duaine Dale, her husband	Diamond Resources, Inc.	20-Jun-05	625961	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Janice Dale and Duaine Dale, her husband	Diamond Resources, Inc.	20-Jun-05	625961	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Janice Dale and Duaine Dale, her husband	Diamond Resources, Inc.	20-Jun-05	625961	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Janice Dale and Duaine Dale, her husband	Diamond Resources, Inc.	20-Jun-05	625961	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Janice Dale and Duaine Dale, her husband	Diamond Resources, Inc.	20-Jun-05	625961	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
John A. Holmberg, a married man	Diamond Resources, Inc.	20-Jun-05	625963	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
John A. Holmberg, a married man	Diamond Resources, Inc.	20-Jun-05	625963	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
John A. Holmberg, a married man	Diamond Resources, Inc.	20-Jun-05	625963	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
John A. Holmberg, a married man	Diamond Resources, Inc.	20-Jun-05	625963	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
John A. Holmberg, a married man	Diamond Resources, Inc.	20-Jun-05	625963	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
John A. Holmberg, a married man	Diamond Resources, Inc.	20-Jun-05	625963	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Karl V. Holmberg, a married man	Diamond Resources, Inc.	20-Jun-05	625964	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Karl V. Holmberg, a married man	Diamond Resources, Inc.	20-Jun-05	625964	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Karl V. Holmberg, a married man	Diamond Resources, Inc.	20-Jun-05	625964	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Karl V. Holmberg, a married man	Diamond Resources, Inc.	20-Jun-05	625964	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Karl V. Holmberg, a married man	Diamond Resources, Inc.	20-Jun-05	625964	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Karl V. Holmberg, a married man	Diamond Resources, Inc.	20-Jun-05	625964	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H

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Dean Tofte, a married man	Diamond Resources, Inc.	20-Jun-05	625965	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Dean Tofte, a married man	Diamond Resources, Inc.	20-Jun-05	625965	154N	99W	29	SE4	Williams	ND	160	NIELS 32-29 1H
Dean Tofte, a married man	Diamond Resources, Inc.	20-Jun-05	625965	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Dean Tofte, a married man	Diamond Resources, Inc.	20-Jun-05	625965	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Raejean Wicka, a single woman	Diamond Resources, Inc.	20-Jun-05	625966	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Raejean Wicka, a single woman	Diamond Resources, Inc.	20-Jun-05	625966	154N	99W	29	SE4	Williams	ND	160	NIELS 32-29 1H
Raejean Wicka, a single woman	Diamond Resources, Inc.	20-Jun-05	625966	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Raejean Wicka, a single woman	Diamond Resources, Inc.	20-Jun-05	625966	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Pamela Hartwig, a/k/a Pamly Hartwig, a married woman	Diamond Resources, Inc.	20-Jun-05	625967	154N	99W	29	A 5.00 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Pamela Hartwig, a/k/a Pamly Hartwig, a married woman	Diamond Resources, Inc.	20-Jun-05	625967	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Pamela Hartwig, a/k/a Pamly Hartwig, a married woman	Diamond Resources, Inc.	20-Jun-05	625967	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Pamela Hartwig, a/k/a Pamly Hartwig, a married woman	Diamond Resources, Inc.	20-Jun-05	625967	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Pamela Hartwig, a/k/a Pamly Hartwig, a married woman	Diamond Resources, Inc.	20-Jun-05	625967	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Pamela Hartwig, a/k/a Pamly Hartwig, a married woman	Diamond Resources, Inc.	20-Jun-05	625967	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Charles N. Hawkins, a married man	Diamond Resources, Inc.	16-Jun-05	625969	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Charles N. Hawkins, a married man	Diamond Resources, Inc.	16-Jun-05	625969	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Charles N. Hawkins, a married man	Diamond Resources, Inc.	16-Jun-05	625969	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Charles N. Hawkins, a married man	Diamond Resources, Inc.	16-Jun-05	625969	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Charles N. Hawkins, a married man	Diamond Resources, Inc.	16-Jun-05	625969	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Charles N. Hawkins, a married man	Diamond Resources, Inc.	16-Jun-05	625969	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Gene W. Doyle, a married man	Diamond Resources, Inc.	14-Jun-05	625972	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Gene W. Doyle, a married man	Diamond Resources, Inc.	14-Jun-05	625972	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Gene W. Doyle, a married man	Diamond Resources, Inc.	14-Jun-05	625972	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Sharon Doeden, a married woman	Diamond Resources, Inc.	24-Jun-05	626305	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Sharon Doeden, a married woman	Diamond Resources, Inc.	24-Jun-05	626305	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Sharon Doeden, a married woman	Diamond Resources, Inc.	24-Jun-05	626305	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Sharon Doeden, a married woman	Diamond Resources, Inc.	24-Jun-05	626305	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Sharon Doeden, a married woman	Diamond Resources, Inc.	24-Jun-05	626305	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Sharon Doeden, a married woman	Diamond Resources, Inc.	24-Jun-05	626305	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
lonne Haugstul, a married woman	Diamond Resources, Inc.	24-Jun-05	626306	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
lonne Haugstul, a married woman	Diamond Resources, Inc.	24-Jun-05	626306	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
lonne Haugstul, a married woman	Diamond Resources, Inc.	24-Jun-05	626306	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
lonne Haugstul, a married woman	Diamond Resources, Inc.	24-Jun-05	626306	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
lonne Haugstul, a married woman	Diamond Resources, Inc.	24-Jun-05	626306	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
lonne Haugstul, a married woman	Diamond Resources, Inc.	24-Jun-05	626306	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Steven Mortenson and Lois M. Mortenson, husband and wife	Diamond Resources, Inc.	1-Jun-05	626572	152N	104W	14	Block 2 of Sublot 101A of Unit 101A Rearrangement located in the NE4NE4	Williams	ND	10.08	TML 14-13 #1H
Marlys McFadden, a married woman	Diamond Resources, Inc.	20-Jun-05	626589	154N	99W	29	A 5.00 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Marlys McFadden, a married woman	Diamond Resources, Inc.	20-Jun-05	626589	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Marlys McFadden, a married woman	Diamond Resources, Inc.	20-Jun-05	626589	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Marlys McFadden, a married woman	Diamond Resources, Inc.	20-Jun-05	626589	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Marlys McFadden, a married woman	Diamond Resources, Inc.	20-Jun-05	626589	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Marlys McFadden, a married woman	Diamond Resources, Inc.	20-Jun-05	626589	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Cheryl Mossburg	Diamond Resources, Inc.	24-Jun-05	626590	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Cheryl Mossburg	Diamond Resources, Inc.	24-Jun-05	626590	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Cheryl Mossburg	Diamond Resources, Inc.	24-Jun-05	626590	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Cheryl Mossburg	Diamond Resources, Inc.	24-Jun-05	626590	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Larry K. Iverson, Executor of the Estate of Fern M. Iverson	Diamond Resources, Inc.	5-Jul-05	626592	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Larry K. Iverson, Executor of the Estate of Fern M. Iverson	Diamond Resources, Inc.	5-Jul-05	626592	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Larry K. Iverson, Executor of the Estate of Fern M. Iverson	Diamond Resources, Inc.	5-Jul-05	626592	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Larry K. Iverson, Executor of the Estate of Fern M. Iverson	Diamond Resources, Inc.	5-Jul-05	626592	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Larry K. Iverson, Executor of the Estate of Fern M. Iverson	Diamond Resources, Inc.	5-Jul-05	626592	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Larry K. Iverson, Executor of the Estate of Fern M. Iverson	Diamond Resources, Inc.	5-Jul-05	626592	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Steve Lynch	Diamond Resources, Inc.	24-Jun-05	626593	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Steve Lynch	Diamond Resources, Inc.	24-Jun-05	626593	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Steve Lynch	Diamond Resources, Inc.	24-Jun-05	626593	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Steve Lynch	Diamond Resources, Inc.	24-Jun-05	626593	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Arlene Wilson, a married woman	Diamond Resources, Inc.	24-Jun-05	626594	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Arlene Wilson, a married woman	Diamond Resources, Inc.	24-Jun-05	626594	154N	99W	29	SE4	Williams	ND	160	NIELS 32-29 1H
Arlene Wilson, a married woman	Diamond Resources, Inc.	24-Jun-05	626594	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Arlene Wilson, a married woman	Diamond Resources, Inc.	24-Jun-05	626594	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Darlene Lynch, a widow	Diamond Resources, Inc.	28-Jun-05	626595	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Darlene Lynch, a widow	Diamond Resources, Inc.	28-Jun-05	626595	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Darlene Lynch, a widow	Diamond Resources, Inc.	28-Jun-05	626595	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Darlene Lynch, a widow	Diamond Resources, Inc.	28-Jun-05	626595	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Ronald D. Strommen and Diane Strommen, husband and wife	Diamond Resources, Inc.	20-Jun-05	626596	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Ronald D. Strommen and Diane Strommen, husband and wife	Diamond Resources, Inc.	20-Jun-05	626596	154N	99W	29	SE4	Williams	ND	160	NIELS 32-29 1H
Ronald D. Strommen and Diane Strommen, husband and wife	Diamond Resources, Inc.	20-Jun-05	626596	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Ronald D. Strommen and Diane Strommen, husband and wife	Diamond Resources, Inc.	20-Jun-05	626596	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Alerus Financial, f/k/a First National Bank, Grand Forks, Trustees of the John Damhoff Trust and the Laura Damhoff Trust	Diamond Resources, Inc.	23-Jun-05	626597	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Alerus Financial, f/k/a First National Bank, Grand Forks, Trustees of the John Damhoff Trust and the Laura Damhoff Trust	Diamond Resources, Inc.	23-Jun-05	626597	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Alerus Financial, f/k/a First National Bank, Grand Forks, Trustees of the John Damhoff Trust and the Laura Damhoff Trust	Diamond Resources, Inc.	23-Jun-05	626597	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Alerus Financial, f/k/a First National Bank, Grand Forks, Trustees of the John Damhoff Trust and the Laura Damhoff Trust	Diamond Resources, Inc.	23-Jun-05	626597	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Alerus Financial, f/k/a First National Bank, Grand Forks, Trustees of the John Damhoff Trust and the Laura Damhoff Trust	Diamond Resources, Inc.	23-Jun-05	626597	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Alerus Financial, f/k/a First National Bank, Grand Forks, Trustees of the John Damhoff Trust and the Laura Damhoff Trust	Diamond Resources, Inc.	23-Jun-05	626597	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Sandra Stevens, a married woman	Diamond Resources, Inc.	24-Jun-05	626598	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Sandra Stevens, a married woman	Diamond Resources, Inc.	24-Jun-05	626598	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Sandra Stevens, a married woman	Diamond Resources, Inc.	24-Jun-05	626598	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Sandra Stevens, a married woman	Diamond Resources, Inc.	24-Jun-05	626598	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Sandra Stevens, a married woman	Diamond Resources, Inc.	24-Jun-05	626598	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Sandra Stevens, a married woman	Diamond Resources, Inc.	24-Jun-05	626598	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Beverly Hughes, a married woman	Diamond Resources, Inc.	24-Jun-05	626599	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Beverly Hughes, a married woman	Diamond Resources, Inc.	24-Jun-05	626599	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Beverly Hughes, a married woman	Diamond Resources, Inc.	24-Jun-05	626599	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Beverly Hughes, a married woman	Diamond Resources, Inc.	24-Jun-05	626599	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Beverly Hughes, a married woman	Diamond Resources, Inc.	24-Jun-05	626599	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Beverly Hughes, a married woman	Diamond Resources, Inc.	24-Jun-05	626599	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Sheila Lynch	Diamond Resources, Inc.	24-Jun-05	627076	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Sheila Lynch	Diamond Resources, Inc.	24-Jun-05	627076	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Sheila Lynch	Diamond Resources, Inc.	24-Jun-05	627076	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Sheila Lynch	Diamond Resources, Inc.	24-Jun-05	627076	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Jerry Wayne Jordan and Austin J.C. Jordan	Diamond Resources, Inc.	13-Jul-05	627077	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Jerry Wayne Jordan and Austin J.C. Jordan	Diamond Resources, Inc.	13-Jul-05	627077	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Jerry Wayne Jordan and Austin J.C. Jordan	Diamond Resources, Inc.	13-Jul-05	627077	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Jerry Wayne Jordan and Austin J.C. Jordan	Diamond Resources, Inc.	13-Jul-05	627077	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Jerry Wayne Jordan and Austin J.C. Jordan	Diamond Resources, Inc.	13-Jul-05	627077	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Jerry Wayne Jordan and Austin J.C. Jordan	Diamond Resources, Inc.	13-Jul-05	627077	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Floyd Edward Lynch, a single man	Diamond Resources, Inc.	19-Jan-05	627078	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Floyd Edward Lynch, a single man	Diamond Resources, Inc.	19-Jan-05	627078	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Floyd Edward Lynch, a single man	Diamond Resources, Inc.	19-Jan-05	627078	154N	99W	29	W2SE4 Less 5 Acre Tract	Williams	ND	75	NIELS 32-29 1H
Cindy Kinley, a married woman	Diamond Resources, Inc.	24-Jun-05	627079	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Cindy Kinley, a married woman	Diamond Resources, Inc.	24-Jun-05	627079	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Cindy Kinley, a married woman	Diamond Resources, Inc.	24-Jun-05	627079	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Cindy Kinley, a married woman	Diamond Resources, Inc.	24-Jun-05	627079	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Donald J. Strommen, a married man	Diamond Resources, Inc.	20-Jun-05	627081	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Donald J. Strommen, a married man	Diamond Resources, Inc.	20-Jun-05	627081	154N	99W	29	SE4	Williams	ND	160	NIELS 32-29 1H
Donald J. Strommen, a married man	Diamond Resources, Inc.	20-Jun-05	627081	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Donald J. Strommen, a married man	Diamond Resources, Inc.	20-Jun-05	627081	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Robert P. Engstrom, a single man	Diamond Resources, Inc.	11-Aug-05	627413	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Robert P. Engstrom, a single man	Diamond Resources, Inc.	11-Aug-05	627413	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Robert P. Engstrom, a single man	Diamond Resources, Inc.	11-Aug-05	627413	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Robert P. Engstrom, a single man	Diamond Resources, Inc.	11-Aug-05	627413	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Robert P. Engstrom, a single man	Diamond Resources, Inc.	11-Aug-05	627413	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Robert P. Engstrom, a single man	Diamond Resources, Inc.	11-Aug-05	627413	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Frank L. Doyle, a single man	Diamond Resources, Inc.	14-Jun-05	627890	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Frank L. Doyle, a single man	Diamond Resources, Inc.	14-Jun-05	627890	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Frank L. Doyle, a single man	Diamond Resources, Inc.	14-Jun-05	627890	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Frank L. Doyle, a single man	Diamond Resources, Inc.	14-Jun-05	627890	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Martin Tofte, a single man	Diamond Resources, Inc.	20-Jun-05	627891	154N	99W	29	SE4	Williams	ND	160	NIELS 32-29 1H
Martin Tofte, a single man	Diamond Resources, Inc.	20-Jun-05	627891	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Martin Tofte, a single man	Diamond Resources, Inc.	20-Jun-05	627891	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Leonard W. Lynch and Marvel Lynch, husband and wife	Diamond Resources, Inc.	14-Jun-05	628227	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Leonard W. Lynch and Marvel Lynch, husband and wife	Diamond Resources, Inc.	14-Jun-05	628227	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Leonard W. Lynch and Marvel Lynch, husband and wife	Diamond Resources, Inc.	14-Jun-05	628227	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Burlin R. Swalstad and DeNae Swalstad, husband and wife	Diamond Resources, Inc.	23-Jun-05	628833	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Burlin R. Swalstad and DeNae Swalstad, husband and wife	Diamond Resources, Inc.	23-Jun-05	628833	154N	99W	29	SE4	Williams	ND	160	NIELS 32-29 1H
Burlin R. Swalstad and DeNae Swalstad, husband and wife	Diamond Resources, Inc.	23-Jun-05	628833	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Burlin R. Swalstad and DeNae Swalstad, husband and wife	Diamond Resources, Inc.	23-Jun-05	628833	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Marietta Delma	Diamond Resources, Inc.	7-Jul-05	629349	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Marietta Delma	Diamond Resources, Inc.	7-Jul-05	629349	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H

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Marietta Delma	Diamond Resources, Inc.	7-Jul-05	629349	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Marietta Delma	Diamond Resources, Inc.	7-Jul-05	629349	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Agnes Harstad, a widow	Diamond Resources, CO.	23-Nov-05	630507	154N	99W	27	N2S2	Williams	ND	160	MARLIN 27-34 1H
Agnes Harstad, a widow	Diamond Resources, CO.	23-Nov-05	630507	154N	99W	27	S2N2	Williams	ND	160	MARLIN 27-34 1H
Agnes Harstad, a widow	Diamond Resources, CO.	23-Nov-05	630507	154N	99W	27	SE4SE4	Williams	ND	40	MARLIN 27-34 1H
Jerome H. Holm, a/k/a Jerome Holm, a single man	Diamond Resources, Inc.	6-Dec-05	630508	154N	99W	34	E2NE4	Williams	ND	80	MARLIN 27-34 1H
Jerome H. Holm, a/k/a Jerome Holm, a single man	Diamond Resources, Inc.	6-Dec-05	630508	154N	99W	34	E2SE4	Williams	ND	80	MARLIN 27-34 1H
Jerome H. Holm, a/k/a Jerome Holm, a single man	Diamond Resources, Inc.	6-Dec-05	630508	154N	99W	34	SW4SE4	Williams	ND	40	MARLIN 27-34 1H
Jerome H. Holm, a/k/a Jerome Holm, a single man	Diamond Resources, Inc.	6-Dec-05	630508	154N	99W	34	W2	Williams	ND	320	MARLIN 27-34 1H
Mary Stewart, a married woman	Diamond Resources, Inc.	8-Dec-05	630509	154N	99W	34	E2NE4	Williams	ND	80	MARLIN 27-34 1H
Mary Stewart, a married woman	Diamond Resources, Inc.	8-Dec-05	630509	154N	99W	34	E2SE4	Williams	ND	80	MARLIN 27-34 1H
Mary Stewart, a married woman	Diamond Resources, Inc.	8-Dec-05	630509	154N	99W	34	SW4SE4	Williams	ND	40	MARLIN 27-34 1H
Mary Stewart, a married woman	Diamond Resources, Inc.	8-Dec-05	630509	154N	99W	34	W2	Williams	ND	320	MARLIN 27-34 1H
Dorothy Keever, a married Woman	Diamond Resources, Inc.	6-Dec-05	630510	154N	99W	34	E2NE4	Williams	ND	80	MARLIN 27-34 1H
Dorothy Keever, a married Woman	Diamond Resources, Inc.	6-Dec-05	630510	154N	99W	34	E2SE4	Williams	ND	80	MARLIN 27-34 1H
Dorothy Keever, a married Woman	Diamond Resources, Inc.	6-Dec-05	630510	154N	99W	34	SW4SE4	Williams	ND	40	MARLIN 27-34 1H
Dorothy Keever, a married Woman	Diamond Resources, Inc.	6-Dec-05	630510	154N	99W	34	W2	Williams	ND	320	MARLIN 27-34 1H
Judy A. Rassier, a/k/a Judy Rassier, a single woman	Diamond Resources, Inc.	6-Dec-05	630511	154N	99W	34	E2NE4	Williams	ND	80	MARLIN 27-34 1H
Judy A. Rassier, a/k/a Judy Rassier, a single woman	Diamond Resources, Inc.	6-Dec-05	630511	154N	99W	34	E2SE4	Williams	ND	80	MARLIN 27-34 1H
Judy A. Rassier, a/k/a Judy Rassier, a single woman	Diamond Resources, Inc.	6-Dec-05	630511	154N	99W	34	SE4NW4	Williams	ND	40	MARLIN 27-34 1H
Judy A. Rassier, a/k/a Judy Rassier, a single woman	Diamond Resources, Inc.	6-Dec-05	630511	154N	99W	34	W2	Williams	ND	320	MARLIN 27-34 1H
Anna M. Holm, a widow	Diamond Resources, Inc.	6-Dec-05	630512	154N	99W	34	E2NE4	Williams	ND	80	MARLIN 27-34 1H
Anna M. Holm, a widow	Diamond Resources, Inc.	6-Dec-05	630512	154N	99W	34	E2SE4	Williams	ND	80	MARLIN 27-34 1H
Anna M. Holm, a widow	Diamond Resources, Inc.	6-Dec-05	630512	154N	99W	34	SW4SE4	Williams	ND	40	MARLIN 27-34 1H
Anna M. Holm, a widow	Diamond Resources, Inc.	6-Dec-05	630512	154N	99W	34	W2	Williams	ND	320	MARLIN 27-34 1H
Dennis Loyd Amsbaugh, a married man	Kasmer & Aafedt Oil, Inc.	17-Dec-05	631193	155N	100W	23	E2SE4	Williams	ND	80	TIGER 1-23H
Dennis Loyd Amsbaugh, a married man	Kasmer & Aafedt Oil, Inc.	17-Dec-05	631193	155N	100W	23	SE4NE4	Williams	ND	40	TIGER 1-23H
Joyce Louise Pfeifer, a married woman	Diamond Resources, Inc.	19-Dec-05	631194	155N	100W	23	E2SE4	Williams	ND	80	TIGER 1-23H
Joyce Louise Pfeifer, a married woman	Diamond Resources, Inc.	19-Dec-05	631194	155N	100W	23	SE4NE4	Williams	ND	40	TIGER 1-23H
Norris Dale Amsbaugh, a married man	Kasmer & Aafedt Oil, Inc.	19-Dec-05	631195	155N	100W	23	E2SE4	Williams	ND	80	TIGER 1-23H
Norris Dale Amsbaugh, a married man	Kasmer & Aafedt Oil, Inc.	19-Dec-05	631195	155N	100W	23	SE4NE4	Williams	ND	40	TIGER 1-23H
Bruce Alan Amsbaugh, a single man	Kasmer & Aafedt Oil, Inc.	20-Dec-05	631196	155N	100W	23	E2SE4	Williams	ND	80	TIGER 1-23H
Bruce Alan Amsbaugh, a single man	Kasmer & Aafedt Oil, Inc.	20-Dec-05	631196	155N	100W	23	SE4NE4	Williams	ND	40	TIGER 1-23H
Neil Howard Amsbaugh, a married man	Kasmer & Aafedt Oil, Inc.	19-Dec-05	631312	155N	100W	23	E2SE4	Williams	ND	80	TIGER 1-23H
Neil Howard Amsbaugh, a married man	Kasmer & Aafedt Oil, Inc.	19-Dec-05	631312	155N	100W	23	SE4NE4	Williams	ND	40	TIGER 1-23H
Tammy Tofte, f/k/a Tammy Kuntz, a single woman	Diamond Resources, Inc.	25-Jan-06	632209	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Tammy Tofte, f/k/a Tammy Kuntz, a single woman	Diamond Resources, Inc.	25-Jan-06	632209	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Tammy Tofte, f/k/a Tammy Kuntz, a single woman	Diamond Resources, Inc.	25-Jan-06	632209	154N	99W	29	SW4	Williams	ND	160	NIELS 32-29 1H
Tammy Tofte, f/k/a Tammy Kuntz, a single woman	Diamond Resources, Inc.	25-Jan-06	632209	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Deanne Ostwald, a married woman	Diamond Resources, Inc.	20-Jun-05	634176	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Deanne Ostwald, a married woman	Diamond Resources, Inc.	20-Jun-05	634176	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Deanne Ostwald, a married woman	Diamond Resources, Inc.	20-Jun-05	634176	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Deanne Ostwald, a married woman	Diamond Resources, Inc.	20-Jun-05	634176	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Deanne Ostwald, a married woman	Diamond Resources, Inc.	20-Jun-05	634176	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Deanne Ostwald, a married woman	Diamond Resources, Inc.	20-Jun-05	634176	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Orville M. Erickson, a single man	Diamond Resources, CO.	30-May-06	635957	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Orville M. Erickson, a single man	Diamond Resources, CO.	30-May-06	635957	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Orville M. Erickson, a single man	Diamond Resources, CO.	30-May-06	635957	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Orville M. Erickson, a single man	Diamond Resources, CO.	30-May-06	635957	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Orville M. Erickson, a single man	Diamond Resources, CO.	30-May-06	635957	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Julia Barstad, a widow	Diamond Resources, CO.	5-Jun-06	636275	154N	99W	25	SW4SW4	Williams	ND	40	THUNDERBIRD 25-36 1H
Agnes Harstad, a widow	Diamond Resources, CO.	13-Jul-06	637237	154N	99W	25	SW4SW4	Williams	ND	40	THUNDERBIRD 25-36 1H
Betty Ann Cayko, a single woman	Diamond Resources, CO.	15-Jul-06	637469	154N	99W	25	SW4SW4	Williams	ND	40	THUNDERBIRD 25-36 1H
Alan Tofte, a married man	Diamond Resources, CO.	15-Jul-06	637470	154N	99W	25	SW4SW4	Williams	ND	40	THUNDERBIRD 25-36 1H
Harold I. Tofte, a married man	Diamond Resources, CO.	12-Jul-06	637471	154N	99W	25	SW4SW4	Williams	ND	40	THUNDERBIRD 25-36 1H
Karen Goodrich, a single woman	Diamond Resources, CO.	15-Jul-06	637986	154N	99W	25	SW4SW4	Williams	ND	40	THUNDERBIRD 25-36 1H
Ilene Howe, a married woman	Diamond Resources, CO.	1-Aug-06	637987	154N	99W	25	SW4SW4	Williams	ND	40	THUNDERBIRD 25-36 1H
Shirley Anderson, a married woman	Diamond Resources, CO.	15-Jul-06	637988	154N	99W	25	SW4SW4	Williams	ND	40	THUNDERBIRD 25-36 1H
Gerald Tofte, a married man	Diamond Resources, CO.	1-Aug-06	637989	154N	99W	25	SW4SW4	Williams	ND	40	THUNDERBIRD 25-36 1H
Elaine Tofte, a widow	Diamond Resources, CO.	15-Jul-06	637990	154N	99W	25	SW4SW4	Williams	ND	40	THUNDERBIRD 25-36 1H
Gordon Tofte, a married man	Diamond Resources, CO.	15-Jul-06	637991	154N	99W	25	SW4SW4	Williams	ND	40	THUNDERBIRD 25-36 1H
Thomas Tofte, a married man	Diamond Resources, CO.	15-Jul-06	637992	154N	99W	25	SW4SW4	Williams	ND	40	THUNDERBIRD 25-36 1H
Iver Tofte, Trustee of the Iver Tofte Revocable Trust, created by Trust Agreement dated September 21, 1994	Diamond Resources, CO.	4-Aug-06	638440	154N	99W	25	SW4SW4	Williams	ND	40	THUNDERBIRD 25-36 1H
Mae T. Brockmeier, a married woman	Diamond Resources, CO.	12-Jul-06	639950	154N	99W	25	SW4SW4	Williams	ND	40	THUNDERBIRD 25-36 1H
Grant P. Archer, Trustee for the W.G. Ristvedt Trust	DIAMOND RESOURCES CO.	14-Mar-07	644319	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Grant P. Archer, Trustee for the W.G. Ristvedt Trust	DIAMOND RESOURCES CO.	14-Mar-07	644319	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Osmond Skogen and Dorothy Skogen, a/k/a Dorothy E. Skogen, husband and wife	Diamond Resources, Inc.	15-Mar-07	644320	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
Osmond Skogen and Dorothy Skogen, a/k/a Dorothy E. Skogen, husband and wife	Diamond Resources, Inc.	15-Mar-07	644320	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Robert M. Horne, Individually and as Attorney-in-Fact for Richard N. Horne, Daniel J. Horne, David K. Horne, Richard D. Horne and Tracy L. Horne Lindemann, a/k/a Teresa L. Horne Lindemann	Cody Oil and Gas Corporation	6-Apr-07	645363	155N	100W	14	NW4 LESS A 2.37 ACRE TRACT	Williams	ND	157.63	LION 1-14H
Robert M. Horne, Individually and as Attorney-in-Fact for Richard N. Horne, Daniel J. Horne, David K. Horne, Richard D. Horne and Tracy L. Horne Lindemann, a/k/a Teresa L. Horne Lindemann	Cody Oil and Gas Corporation	6-Apr-07	645363	155N	100W	26	NW4	Williams	ND	160	PUMA 1-26H
Robert M. Horne, Individually and as Attorney-in-Fact for Richard N. Horne, Daniel J. Horne, David K. Horne, Richard D. Horne and Tracy L. Horne Lindemann, a/k/a Teresa L. Horne Lindemann	Cody Oil and Gas Corporation	6-Apr-07	645363	155N	100W	26	S2NE4	Williams	ND	80	PUMA 1-26H
Robert M. Horne, Individually and as Attorney-in-Fact for Richard N. Horne, Daniel J. Horne, David K. Horne, Richard D. Horne and Tracy L. Horne Lindemann, a/k/a Teresa L. Horne Lindemann	Cody Oil and Gas Corporation	6-Apr-07	645363	155N	100W	23	SW4	Williams	ND	160	TIGER 1-23H
Jerome Langseth, a married man	Diamond Resources, Inc.	24-May-07	645553	154N	99W	19	E2NW4	Williams	ND	80	GEORGE 19-30 1H
Jerome Langseth, a married man	Diamond Resources, Inc.	24-May-07	645553	154N	99W	19	E2SW4	Williams	ND	80	GEORGE 19-30 1H
Jerome Langseth, a married man	Diamond Resources, Inc.	24-May-07	645553	154N	99W	19	Lot 1 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Jerome Langseth, a married man	Diamond Resources, Inc.	24-May-07	645553	154N	99W	19	Lot 2 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Jerome Langseth, a married man	Diamond Resources, Inc.	24-May-07	645553	154N	99W	19	Lot 3 (37.13)	Williams	ND	37.13	GEORGE 19-30 1H
Jerome Langseth, a married man	Diamond Resources, Inc.	24-May-07	645553	154N	99W	19	Lot 4 (37.13)	Williams	ND	37.13	GEORGE 19-30 1H
Dirk Langseth, a married man	Diamond Resources, Inc.	24-May-07	645554	154N	99W	19	E2NW4	Williams	ND	80	GEORGE 19-30 1H
Dirk Langseth, a married man	Diamond Resources, Inc.	24-May-07	645554	154N	99W	19	E2SW4	Williams	ND	80	GEORGE 19-30 1H
Dirk Langseth, a married man	Diamond Resources, Inc.	24-May-07	645554	154N	99W	19	Lot 1 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Dirk Langseth, a married man	Diamond Resources, Inc.	24-May-07	645554	154N	99W	19	Lot 2 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Dirk Langseth, a married man	Diamond Resources, Inc.	24-May-07	645554	154N	99W	19	Lot 3 (37.13)	Williams	ND	37.13	GEORGE 19-30 1H
Dirk Langseth, a married man	Diamond Resources, Inc.	24-May-07	645554	154N	99W	19	Lot 4 (37.13)	Williams	ND	37.13	GEORGE 19-30 1H
Janet Morrison, a married woman	Diamond Resources, Inc.	24-May-07	645555	154N	99W	19	E2NW4	Williams	ND	80	GEORGE 19-30 1H
Janet Morrison, a married woman	Diamond Resources, Inc.	24-May-07	645555	154N	99W	19	E2SW4	Williams	ND	80	GEORGE 19-30 1H
Janet Morrison, a married woman	Diamond Resources, Inc.	24-May-07	645555	154N	99W	19	Lot 1 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Janet Morrison, a married woman	Diamond Resources, Inc.	24-May-07	645555	154N	99W	19	Lot 2 (36.99)	Williams	ND	36.99	GEORGE 19-30 1H
Janet Morrison, a married woman	Diamond Resources, Inc.	24-May-07	645555	154N	99W	19	Lot 3 (37.13)	Williams	ND	37.13	GEORGE 19-30 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Janet Morrison, a married woman	Diamond Resources, Inc.	24-May-07	645555	154N	99W	19	Lot 4 (37.13)	Williams	ND	37.13	GEORGE 19-30 1H
Evelyn G. Brokaw, a/k/a Evelyn Brokaw, a widow	Cody Oil & Gas, Corporation	9-Apr-07	645788	155N	100W	28	N2NE4	Williams	ND	80	BEAR CAT 33-28 1H
Evelyn G. Brokaw, a/k/a Evelyn Brokaw, a widow	Cody Oil and Gas Corporation	9-Apr-07	645788	155N	100W	22	E2SW4	Williams	ND	80	JAGUAR 1-22H
Evelyn G. Brokaw, a/k/a Evelyn Brokaw, a widow	Cody Oil and Gas Corporation	9-Apr-07	645788	155N	100W	22	NE4	Williams	ND	160	JAGUAR 1-22H
Evelyn G. Brokaw, a/k/a Evelyn Brokaw, a widow	Cody Oil and Gas Corporation	9-Apr-07	645788	155N	100W	22	SE4	Williams	ND	160	JAGUAR 1-22H
Evelyn G. Brokaw, a/k/a Evelyn Brokaw, a widow	Cody Oil and Gas Corporation	9-Apr-07	645788	155N	100W	22	SE4NW4	Williams	ND	40	JAGUAR 1-22H
Evelyn G. Brokaw, a/k/a Evelyn Brokaw, a widow	Cody Oil and Gas Corporation	9-Apr-07	645788	155N	100W	22	SW4SW4	Williams	ND	40	JAGUAR 1-22H
Evelyn G. Brokaw, a/k/a Evelyn Brokaw, a widow	Cody Oil and Gas Corporation	9-Apr-07	645788	155N	100W	27	NW4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
Evelyn G. Brokaw, a/k/a Evelyn Brokaw, a widow	Cody Oil and Gas Corporation	9-Apr-07	645788	155N	100W	27	SW4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
Gordon Brokaw and Susan Brokaw, husband and wife	Cody Oil and Gas Corporation	9-Apr-07	645789	155N	100W	22	NE4	Williams	ND	160	JAGUAR 1-22H
Gordon Brokaw and Susan Brokaw, husband and wife	Cody Oil and Gas Corporation	9-Apr-07	645789	155N	100W	22	SE4	Williams	ND	160	JAGUAR 1-22H
Gordon Brokaw and Susan Brokaw, husband and wife	Cody Oil and Gas Corporation	9-Apr-07	645789	155N	100W	27	NW4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
Linda Irgens	Cody Oil and Gas Corporation	9-Apr-07	645790	155N	100W	22	NE4	Williams	ND	160	JAGUAR 1-22H
Linda Irgens	Cody Oil and Gas Corporation	9-Apr-07	645790	155N	100W	22	SE4	Williams	ND	160	JAGUAR 1-22H
Linda Irgens	Cody Oil and Gas Corporation	9-Apr-07	645790	155N	100W	27	NW4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
Leola Fay Hermanson, a/k/a Leola Hermanson, a single woman	Cody Oil and Gas Corporation	9-Apr-07	645791	155N	100W	22	NW4SW4	Williams	ND	40	JAGUAR 1-22H
Darcie Ilona Pascal, a/k/a Darcie Pascal, a/k/a Darcie I. Pascal, a married woman	Cody Oil and Gas Corporation	9-Apr-07	645792	155N	100W	22	NW4SW4	Williams	ND	40	JAGUAR 1-22H
William R. Brown, a single man	Cody Oil and Gas Corporation	3-Apr-07	646006	155N	100W	10	N2	Williams	ND	320	CHEETAH 1-10H
William R. Brown, a single man	Cody Oil and Gas Corporation	3-Apr-07	646006	155N	100W	10	SW4, LESS 11.47 AC TRACT IN NW4 MFD DOC 510786	Williams	ND	148.53	CHEETAH 1-10H
William R. Brown, a single man	Cody Oil and Gas Corporation	3-Apr-07	646006	155N	100W	23	N2NE4	Williams	ND	80	TIGER 1-23H
William R. Brown, a single man	Cody Oil and Gas Corporation	3-Apr-07	646006	155N	100W	23	NW4SE4	Williams	ND	40	TIGER 1-23H
William R. Brown, a single man	Cody Oil and Gas Corporation	3-Apr-07	646006	155N	100W	23	SW4NE4	Williams	ND	40	TIGER 1-23H
Iowa Holding Company	Cody Oil and Gas Corporation	12-Apr-07	646007	155N	100W	26	SW4	Williams	ND	160	PUMA 1-26H
Mary J. Frederick, a widow	Cody Oil and Gas Corporation	16-Apr-10	646008	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Mary J. Frederick, a widow	Cody Oil and Gas Corporation	16-Apr-10	646008	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Walter Z. Brown and Beverly F. Brown, husband and wife	Cody Oil and Gas Corporation	3-May-07	646009	155N	100W	10	SE4	Williams	ND	160	CHEETAH 1-10H
Walter Z. Brown and Beverly F. Brown, husband and wife as joint tenants	Cody Oil & Gas Corporation	3-May-07	646011	155N	100W	20	A TRACT IN NE4SE4 MFD IN BOOK S, PAGE 336	Williams	ND	3.2	LEOPARD 20-17 1H
Walter Z. Brown and Beverly F. Brown, husband and wife as joint tenants	Cody Oil & Gas Corporation	3-May-07	646011	155N	100W	20	N2SE4 LESS 3.0 ACRE TRACT IN NE4SE4	Williams	ND	77	LEOPARD 20-17 1H
Walter Z. Brown and Beverly F. Brown, husband and wife as joint tenants	Cody Oil & Gas Corporation	3-May-07	646011	155N	100W	20	NE4SW4	Williams	ND	40	LEOPARD 20-17 1H
Walter Z. Brown and Beverly F. Brown, husband and wife as joint tenants	Cody Oil & Gas Corporation	3-May-07	646011	155N	100W	20	S2SE4	Williams	ND	80	LEOPARD 20-17 1H
Walter Z. Brown and Beverly F. Brown, husband and wife as joint tenants	Cody Oil & Gas Corporation	3-May-07	646011	155N	100W	20	SE4SW4	Williams	ND	40	LEOPARD 20-17 1H
State of North Dakota	Diamond Resources, Inc.	1-May-07	646127	154N	99W	36	NE4	Williams	ND	160	THUNDERBIRD 25-36 1H
State of North Dakota	Diamond Resources, Inc.	1-May-07	646128	154N	99W	36	NW4	Williams	ND	160	THUNDERBIRD 25-36 1H
State of North Dakota	Diamond Resources, Inc.	1-May-07	646129	154N	99W	36	SE4	Williams	ND	160	THUNDERBIRD 25-36 1H
State of North Dakota	Diamond Resources, Inc.	1-May-07	646130	154N	99W	36	SW4	Williams	ND	160	THUNDERBIRD 25-36 1H
Deanne L. Horne, a married woman	Cody Oil and Gas Corporation	6-Apr-07	646387	155N	100W	14	NW4 LESS A 2.37 ACRE TRACT	Williams	ND	157.63	LION 1-14H
Deanne L. Horne, a married woman	Cody Oil and Gas Corporation	6-Apr-07	646387	155N	100W	26	NW4	Williams	ND	160	PUMA 1-26H
Deanne L. Horne, a married woman	Cody Oil and Gas Corporation	6-Apr-07	646387	155N	100W	26	S2NE4	Williams	ND	80	PUMA 1-26H
Deanne L. Horne, a married woman	Cody Oil and Gas	6-Apr-07	646387	155N	100W	23	SW4	Williams	ND	160	TIGER 1-23H
Jeanette Kjorstad, a single woman	Cody Oil and Gas Corporation	25-Apr-07	646389	155N	100W	10	A TRACT OF LAND IN NW4 MFD DOCUMENT #510786	Williams	ND	11.47	CHEETAH 1-10H
Jeanette Kjorstad, a single woman	Cody Oil and Gas Corporation	25-Apr-07	646389	155N	100W	10	N2	Williams	ND	320	CHEETAH 1-10H
Jeanette Kjorstad, a single woman	Cody Oil and Gas Corporation	25-Apr-07	646389	155N	100W	10	SW4, LESS 11.47 AC TRACT IN NW4 MFD DOC 510786	Williams	ND	148.53	CHEETAH 1-10H
Mary Beth Liskey, f/k/a Mary Beth Wilks, a married woman	Cody Oil and Gas Corporation	16-Apr-07	646390	155N	100W	14	E2	Williams	ND	320	LION 1-14H

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Mary Beth Liskey, f/k/a Mary Beth Wilks, a married woman	Cody Oil and Gas Corporation	16-Apr-07	646390	155N	100W	14	SW4	Williams	ND	160	LION 1-14H
Jon C. Frederick, a single man	Cody Oil and Gas Corporation	16-Apr-07	646392	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Jon C. Frederick, a single man	Cody Oil and Gas Corporation	16-Apr-07	646392	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Pauline Gayle Graves, a married woman	Cody Oil and Gas Corporation	16-Apr-10	646393	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Pauline Gayle Graves, a married woman	Cody Oil and Gas Corporation	16-Apr-10	646393	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Elmer Leslie Beard, a married man	Cody Oil & Gas Corporation	9-May-07	646676	155N	100W	20	A TRACT IN NE4SE4 MFD IN BOOK S, PAGE 336	Williams	ND	3.2	LEOPARD 20-17 1H
Elmer Leslie Beard, a married man	Cody Oil & Gas Corporation	9-May-07	646676	155N	100W	20	N2SE4 LESS 3.0 ACRE TRACT IN NE4SE4	Williams	ND	77	LEOPARD 20-17 1H
Elmer Leslie Beard, a married man	Cody Oil & Gas Corporation	9-May-07	646676	155N	100W	20	NE4SW4	Williams	ND	40	LEOPARD 20-17 1H
Elmer Leslie Beard, a married man	Cody Oil & Gas Corporation	9-May-07	646676	155N	100W	20	S2SE4	Williams	ND	80	LEOPARD 20-17 1H
Elmer Leslie Beard, a married man	Cody Oil & Gas Corporation	9-May-07	646676	155N	100W	20	SE4SW4	Williams	ND	40	LEOPARD 20-17 1H
Inez Brown, a widow	Cody Oil & Gas, Corporation	15-May-07	647045	155N	100W	23	N2NE4	Williams	ND	80	TIGER 1-23H
Inez Brown, a widow	Cody Oil & Gas, Corporation	15-May-07	647045	155N	100W	23	NW4SE4	Williams	ND	40	TIGER 1-23H
Inez Brown, a widow	Cody Oil & Gas, Corporation	15-May-07	647045	155N	100W	23	SW4NE4	Williams	ND	40	TIGER 1-23H
Carole Beard	Cody Oil & Gas Corporation	16-May-07	647046	155N	100W	20	A TRACT IN NE4SE4 MFD IN BOOK S, PAGE 336	Williams	ND	3.2	LEOPARD 20-17 1H
Carole Beard	Cody Oil & Gas Corporation	16-May-07	647046	155N	100W	20	N2SE4 LESS 3.0 ACRE TRACT IN NE4SE4	Williams	ND	77	LEOPARD 20-17 1H
Carole Beard	Cody Oil & Gas Corporation	16-May-07	647046	155N	100W	20	NE4SW4	Williams	ND	40	LEOPARD 20-17 1H
Carole Beard	Cody Oil & Gas Corporation	16-May-07	647046	155N	100W	20	S2SE4	Williams	ND	80	LEOPARD 20-17 1H
Carole Beard	Cody Oil & Gas Corporation	16-May-07	647046	155N	100W	20	SE4SW4	Williams	ND	40	LEOPARD 20-17 1H
Roberta D. Stillson, a married woman	Cody Oil & Gas, Corporation	9-May-07	647047	155N	100W	20	SE4SW4	Williams	ND	40	LEOPARD 20-17 1H
Roberta D. Stillson, a married woman	Cody Oil & Gas, Corporation	9-May-07	647047	155N	100W	20	S2SE4	Williams	ND	80	LEOPARD 20-17 1H
Roberta D. Stillson, a married woman	Cody Oil & Gas, Corporation	9-May-07	647047	155N	100W	20	NE4SW4	Williams	ND	40	LEOPARD 20-17 1H
Roberta D. Stillson, a married woman	Cody Oil & Gas, Corporation	9-May-07	647047	155N	100W	20	N2SE4 LESS 3.0 ACRE TRACT IN NE4SE4	Williams	ND	77	LEOPARD 20-17 1H
Roberta D. Stillson, a married woman	Cody Oil & Gas, Corporation	9-May-07	647047	155N	100W	20	A TRACT OF LAND IN NE4SE4	Williams	ND	3.2	LEOPARD 20-17 1H
Alvin L. Jacobson and Eunice G. Jacobson, husband and wife	Cody Oil & Gas Corporation	30-May-07	647048	155N	100W	17	E2NE4	Williams	ND	80	LEOPARD 20-17 1H
Robert Michael Montgomery, a single man	Diamond Resources, Inc.	17-Sep-07	647085	154N	99W	29	NE4	Williams	ND	160	NIELS 32-29 1H
Robert Michael Montgomery, a single man	Diamond Resources, Inc.	17-Sep-07	647085	154N	99W	29	NE4NW4	Williams	ND	40	NIELS 32-29 1H
First-Knox National Bank as Trustee of Trust A and Trust B for the benefit of Marilee Montgomery	Diamond Resources, Inc.	17-Sep-07	647087	154N	99W	29	NE4	Williams	ND	160	NIELS 32-29 1H
First-Knox National Bank as Trustee of Trust A and Trust B for the benefit of Marilee Montgomery	Diamond Resources, Inc.	17-Sep-07	647087	154N	99W	29	NE4NW4	Williams	ND	40	NIELS 32-29 1H
Janette Durham, a widow	Cody Oil and Gas Corporation	21-May-07	647513	155N	100W	10	A TRACT OF LAND IN NW4 MFD DOCUMENT #510786	Williams	ND	11.47	CHEETAH 1-10H
Janette Durham, a widow	Cody Oil and Gas Corporation	21-May-07	647513	155N	100W	10	N2	Williams	ND	320	CHEETAH 1-10H
Janette Durham, a widow	Cody Oil and Gas Corporation	21-May-07	647513	155N	100W	10	SW4, LESS 11.47 AC TRACT IN NW4 MFD DOC 510786	Williams	ND	148.53	CHEETAH 1-10H
Tim W. Brown and Deborah E. Brown, husband and wife	Cody Oil and Gas Corporation	1-Jun-07	647514	155N	100W	10	A TRACT OF LAND IN NW4 MFD DOCUMENT #510786	Williams	ND	11.47	CHEETAH 1-10H
Warren J. Tennyson, a single man	Cody Oil & Gas Corporation	6-Jun-10	647515	155N	100W	17	E2NE4	Williams	ND	80	LEOPARD 20-17 1H
Donald R. Shearer, Individually and as Trustee under the Donald and Marian Shearer Family Trust U/D/T June 4, 2003	Cody Oil and Gas Corporation	21-May-07	647516	155N	100W	26	N2NE4	Williams	ND	80	PUMA 1-26H
Donald R. Shearer, Individually and as Trustee under the Donald and Marian Shearer Family Trust U/D/T June 4, 2003	Cody Oil and Gas Corporation	21-May-07	647516	155N	100W	23	SW4SE4	Williams	ND	40	TIGER 1-23H
Manvil N. Hendrickson, a married man	Cody Oil and Gas Corporation	21-May-07	647517	155N	100W	26	N2NE4	Williams	ND	80	PUMA 1-26H
Manvil N. Hendrickson, a married man	Cody Oil and Gas Corporation	21-May-07	647517	155N	100W	23	SW4SE4	Williams	ND	40	TIGER 1-23H
William F. Shearer, Sr. and Yoko E. Shearer, Individually and as Trustees of the Shearer Family Trust DTD January 1995	Cody Oil and Gas Corporation	21-May-07	647518	155N	100W	26	N2NE4	Williams	ND	80	PUMA 1-26H

**Exhibit A - Lease Schedule
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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
William F. Shearer, Sr. and Yoko E. Shearer, Individually and as Trustees of the Shearer Family Trust DTD January 1995	Diamond Resources, Inc.	21-May-07	647518	155N	100W	23	SW4SE4	Williams	ND	40	TIGER 1-23H
Carl R. Hendrickson, a married man	Cody Oil and Gas Corporation	21-May-07	647519	155N	100W	26	N2NE4	Williams	ND	80	PUMA 1-26H
Carl R. Hendrickson, a married man	Cody Oil and Gas Corporation	21-May-07	647519	155N	100W	23	SW4SE4	Williams	ND	40	TIGER 1-23H
Dean C. Hedlund and Sylvia J. Hedlund, Trustees of the Hedlund Family Trust dated 10/22/85	Cody Oil and Gas Corporation	21-May-07	647520	155N	100W	26	N2NE4	Williams	ND	80	PUMA 1-26H
Dean C. Hedlund and Sylvia J. Hedlund, Trustees of the Hedlund Family Trust dated 10/22/85	Cody Oil and Gas Corporation	21-May-07	647520	155N	100W	23	SW4SE4	Williams	ND	40	TIGER 1-23H
Eric Wormser and Dorothy Wormser, husband and wife	Cody Oil and Gas Corporation	21-May-07	647521	155N	100W	26	N2NE4	Williams	ND	80	PUMA 1-26H
Eric Wormser and Dorothy Wormser, husband and wife	Cody Oil and Gas Corporation	21-May-07	647521	155N	100W	23	SW4SE4	Williams	ND	40	TIGER 1-23H
Willard D. Burk and Celia J. Burk, husband and wife	Cody Oil and Gas Corporation	30-May-07	647522	155N	100W	26	SE4	Williams	ND	160	PUMA 1-26H
D. B. Young, a single man	Cody Oil and Gas Corporation	4-Jun-07	647846	155N	100W	26	NW4	Williams	ND	160	PUMA 1-26H
D. B. Young, a single man	Cody Oil and Gas Corporation	4-Jun-07	647846	155N	100W	26	S2NE4	Williams	ND	80	PUMA 1-26H
D. B. Young, a single man	Cody Oil and Gas Corporation	4-Jun-07	647846	155N	100W	23	SW4	Williams	ND	160	TIGER 1-23H
John E. Rolfstad, a single man	Cody Oil and Gas Corporation	26-Jun-07	647847	155N	100W	22	E2SW4	Williams	ND	80	JAGUAR 1-22H
John E. Rolfstad, a single man	Cody Oil and Gas Corporation	26-Jun-07	647847	155N	100W	22	SE4	Williams	ND	160	JAGUAR 1-22H
John E. Rolfstad, a single man	Cody Oil and Gas Corporation	26-Jun-07	647847	155N	100W	22	SE4NW4	Williams	ND	40	JAGUAR 1-22H
John E. Rolfstad, a single man	Cody Oil and Gas Corporation	26-Jun-07	647847	155N	100W	17	NE4NW4	Williams	ND	40	LEOPARD 20-17 1H
John E. Rolfstad, a single man	Cody Oil & Gas Corporation	26-Jun-07	647847	155N	100W	17	SW4	Williams	ND	160	LEOPARD 20-17 1H
John E. Rolfstad, a single man	Cody Oil & Gas Corporation	26-Jun-07	647847	155N	100W	17	W2NW4	Williams	ND	80	LEOPARD 20-17 1H
John E. Rolfstad, a single man	Cody Oil & Gas Corporation	26-Jun-07	647847	155N	100W	20	N2N2 LESS A 0.14 AC TRACT IN NW4NW4 MFD BK 60-PG 491	Williams	ND	159.86	LEOPARD 20-17 1H
Dorothy Rolfstad, a/k/a Dorothy A. Rolfstad, a single woman	Cody Oil and Gas Corporation	26-Jun-07	647848	155N	100W	22	E2SW4	Williams	ND	80	JAGUAR 1-22H
Dorothy Rolfstad, a/k/a Dorothy A. Rolfstad, a single woman	Cody Oil and Gas Corporation	26-Jun-07	647848	155N	100W	22	SE4	Williams	ND	160	JAGUAR 1-22H
Dorothy Rolfstad, a/k/a Dorothy A. Rolfstad, a single woman	Cody Oil and Gas Corporation	26-Jun-07	647848	155N	100W	22	SE4NW4	Williams	ND	40	JAGUAR 1-22H
Dorothy Rolfstad, a/k/a Dorothy A. Rolfstad, a single woman	Cody Oil & Gas Corporation	26-Jun-07	647848	155N	100W	17	NE4NW4	Williams	ND	40	LEOPARD 20-17 1H
Dorothy Rolfstad, a/k/a Dorothy A. Rolfstad, a single woman	Cody Oil & Gas Corporation	26-Jun-07	647848	155N	100W	17	SW4	Williams	ND	160	LEOPARD 20-17 1H
Dorothy Rolfstad, a/k/a Dorothy A. Rolfstad, a single woman	Cody Oil & Gas Corporation	26-Jun-07	647848	155N	100W	17	W2NW4	Williams	ND	80	LEOPARD 20-17 1H
Dorothy Rolfstad, a/k/a Dorothy A. Rolfstad, a single woman	Cody Oil & Gas Corporation	26-Jun-07	647848	155N	100W	20	N2N2 LESS A 0.14 AC TRACT IN NW4NW4 MFD BK 60-PG 491	Williams	ND	159.86	LEOPARD 20-17 1H
John M. Richman, a single man	Cody Oil & Gas Corporation	26-Jun-07	647849	155N	100W	17	NE4NW4	Williams	ND	40	LEOPARD 20-17 1H
John M. Richman, a single man	Cody Oil & Gas Corporation	26-Jun-07	647849	155N	100W	17	SW4	Williams	ND	160	LEOPARD 20-17 1H
John M. Richman, a single man	Cody Oil & Gas Corporation	26-Jun-07	647849	155N	100W	17	W2NW4	Williams	ND	80	LEOPARD 20-17 1H
John M. Richman, a single man	Cody Oil & Gas Corporation	26-Jun-07	647849	155N	100W	20	N2N2 LESS A 0.14 AC TRACT IN NW4NW4 MFD BK 60-PG 491	Williams	ND	159.86	LEOPARD 20-17 1H
Thomas C. Rolfstad, a married man	Cody Oil and Gas Corporation	26-Jun-07	647850	155N	100W	22	E2SW4	Williams	ND	80	JAGUAR 1-22H
Thomas C. Rolfstad, a married man	Cody Oil and Gas Corporation	26-Jun-07	647850	155N	100W	22	SE4	Williams	ND	160	JAGUAR 1-22H
Thomas C. Rolfstad, a married man	Cody Oil and Gas Corporation	26-Jun-07	647850	155N	100W	22	SE4NW4	Williams	ND	40	JAGUAR 1-22H
Thomas C. Rolfstad, a married man	Cody Oil & Gas Corporation	26-Jun-07	647850	155N	100W	17	NE4NW4	Williams	ND	40	LEOPARD 20-17 1H
Thomas C. Rolfstad, a married man	Cody Oil & Gas Corporation	26-Jun-07	647850	155N	100W	17	SW4	Williams	ND	160	LEOPARD 20-17 1H
Thomas C. Rolfstad, a married man	Cody Oil & Gas Corporation	26-Jun-07	647850	155N	100W	17	W2NW4	Williams	ND	80	LEOPARD 20-17 1H
Thomas C. Rolfstad, a married man	Cody Oil & Gas Corporation	26-Jun-07	647850	155N	100W	20	N2N2 LESS A 0.14 AC TRACT IN NW4NW4 MFD BK 60-PG 491	Williams	ND	159.86	LEOPARD 20-17 1H
Willard Gladden, a married man dealing in his sole and separate property	Cody Oil and Gas Corporation	21-May-07	647853	155N	100W	26	N2NE4	Williams	ND	80	PUMA 1-26H
Willard Gladden, a married man dealing in his sole and separate property	Cody Oil and Gas Corporation	21-May-07	647853	155N	100W	23	SW4SE4	Williams	ND	40	TIGER 1-23H
Dru P. Burk, a married man	Cody Oil and Gas Corporation	18-Jun-10	647854	155N	100W	35	NE4	Williams	ND	160	COUGAR 1-35H
Dru P. Burk, a married man	Cody Oil and Gas Corporation	18-Jun-10	647854	155N	100W	35	NE4NW4	Williams	ND	40	COUGAR 1-35H
Dru P. Burk, a married man	Cody Oil and Gas Corporation	18-Jun-10	647854	155N	100W	35	NW4NW4	Williams	ND	40	COUGAR 1-35H
Dru P. Burk, a married man	Cody Oil and Gas Corporation	18-Jun-10	647854	155N	100W	26	SE4	Williams	ND	160	PUMA 1-26H
Dru P. Burk, a married man	Cody Oil and Gas Corporation	18-Jun-10	647854	155N	100W	23	NW4	Williams	ND	160	TIGER 1-23H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
James Allen, a married man	Cody Oil and Gas Corporation	21-May-07	647978	155N	100W	26	N2NE4	Williams	ND	80	PUMA 1-26H
James Allen, a married man	Cody Oil and Gas Corporation	21-May-07	647978	155N	100W	23	SW4SE4	Williams	ND	40	TIGER 1-23H
G. John Schmitz, a married man	Diamond Resources, Inc.	8-Mar-08	648307	154N	99W	19	E2W2	Williams	ND	160	GEORGE 19-30 1H
G. John Schmitz, a married man	Diamond Resources, Inc.	25-May-07	648480	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
G. John Schmitz, a married man	Diamond Resources, Inc.	25-May-07	648480	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Ronald M. Pederson	Diamond Resources, Inc.	28-Aug-07	648566	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Ronald M. Pederson	Diamond Resources, Inc.	28-Aug-07	648566	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Ronald M. Pederson	Diamond Resources, Inc.	28-Aug-07	648566	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Ronald M. Pederson	Diamond Resources, Inc.	28-Aug-07	648566	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Ronald M. Pederson	Diamond Resources, Inc.	28-Aug-07	648566	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Ronald M. Pederson	Diamond Resources, Inc.	28-Aug-07	648566	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Myrtle Olson, a widow	Diamond Resources, Inc.	25-Aug-07	648569	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Myrtle Olson, a widow	Diamond Resources, Inc.	25-Aug-07	648569	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Myrtle Olson, a widow	Diamond Resources, Inc.	25-Aug-07	648569	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Myrtle Olson, a widow	Diamond Resources, Inc.	25-Aug-07	648569	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Myrtle Olson, a widow	Diamond Resources, Inc.	25-Aug-07	648569	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Myrtle Olson, a widow	Diamond Resources, Inc.	25-Aug-07	648569	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Frederick Williams Burgum and Jody Burgum, husband and wife	Cody Oil and Gas Corporation	31-Jul-07	648686	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Frederick Williams Burgum and Jody Burgum, husband and wife	Cody Oil and Gas Corporation	31-Jul-07	648686	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Debra Glauch, f/k/a Debra Burk, a married woman	Cody Oil and Gas Corporation	28-Jun-07	648687	155N	100W	26	SE4	Williams	ND	160	PUMA 1-26H
Debra Glauch, f/k/a Debra Burk, a married woman	Cody Oil and Gas Corporation	28-Jun-07	648687	155N	100W	23	NW4	Williams	ND	160	TIGER 1-23H
Debra Glauch, f/k/a Debra Burk, a married woman	Cody Oil and Gas Corporation	28-Jun-07	648687	155N	100W	23	NW4	Williams	ND	160	TIGER 1-23H
Hjalmer E. Pederson	Diamond Resources, Inc.	28-Aug-07	648722	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Hjalmer E. Pederson	Diamond Resources, Inc.	28-Aug-07	648722	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Hjalmer E. Pederson	Diamond Resources, Inc.	28-Aug-07	648722	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Hjalmer E. Pederson	Diamond Resources, Inc.	28-Aug-07	648722	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Hjalmer E. Pederson	Diamond Resources, Inc.	28-Aug-07	648722	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Hjalmer E. Pederson	Diamond Resources, Inc.	28-Aug-07	648722	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Carrie Ellen Levering, a/k/a Carrie Levering, a single woman	Diamond Resources, Inc.	17-Sep-07	648920	154N	99W	29	NE4	Williams	ND	160	NIELS 32-29 1H
Carrie Ellen Levering, a/k/a Carrie Levering, a single woman	Diamond Resources, Inc.	17-Sep-07	648920	154N	99W	29	NE4NW4	Williams	ND	40	NIELS 32-29 1H
Douglas Stangeland, Personal Representative of the Estate of Thomas M. Stangeland	Diamond Resources, Inc.	17-Sep-07	648921	154N	99W	32	N2SE4	Williams	ND	80	NIELS 32-29 1H
Douglas Stangeland, Personal Representative of the Estate of Thomas M. Stangeland	Diamond Resources, Inc.	17-Sep-07	648921	154N	99W	32	S2NE4	Williams	ND	80	NIELS 32-29 1H
Jan Mary Burdick Hill, a married woman	Diamond Resources, Inc.	25-Jul-07	648922	154N	99W	29	NE4	Williams	ND	160	NIELS 32-29 1H
Jan Mary Burdick Hill, a married woman	Diamond Resources, Inc.	25-Jul-07	648922	154N	99W	29	NE4NW4	Williams	ND	40	NIELS 32-29 1H
Rosemary V. Wasilewski and James Wasilewski, her husband	Diamond Resources, Inc.	4-Sep-07	648923	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Rosemary V. Wasilewski and James Wasilewski, her husband	Diamond Resources, Inc.	4-Sep-07	648923	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Rosemary V. Wasilewski and James Wasilewski, her husband	Diamond Resources, Inc.	4-Sep-07	648923	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Rosemary V. Wasilewski and James Wasilewski, her husband	Diamond Resources, Inc.	4-Sep-07	648923	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
D. B. Young, a single man	Cody Oil and Gas Corporation	24-Jul-07	649238	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
D. B. Young, a single man	Cody Oil and Gas Corporation	24-Jul-07	649238	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Adeline Williams, a widow	Cody Oil and Gas Corporation	9-Aug-07	649239	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Adeline Williams, a widow	Cody Oil and Gas Corporation	9-Aug-07	649239	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Donald Slaamot, a married man	Diamond Resources, Inc.	20-Sep-07	649259	154N	99W	32	N2SE4	Williams	ND	80	NIELS 32-29 1H
Donald Slaamot, a married man	Diamond Resources, Inc.	20-Sep-07	649259	154N	99W	32	S2NE4	Williams	ND	80	NIELS 32-29 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Paul Slaamot, a married man	Diamond Resources, Inc.	20-Sep-07	649260	154N	99W	32	N2SE4	Williams	ND	80	NIELS 32-29 1H
Paul Slaamot, a married man	Diamond Resources, Inc.	20-Sep-07	649260	154N	99W	32	S2NE4	Williams	ND	80	NIELS 32-29 1H
Gary Slaamot, a married man	Diamond Resources, Inc.	20-Sep-07	649261	154N	99W	32	N2SE4	Williams	ND	80	NIELS 32-29 1H
Gary Slaamot, a married man	Diamond Resources, Inc.	20-Sep-07	649261	154N	99W	32	S2NE4	Williams	ND	80	NIELS 32-29 1H
Williams Electric Cooperative, Inc., a/k/a Mountrail-Williams Electric Cooperative	Diamond Resources, CO	20-Sep-07	649262	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Robert E. Walstad, a married man	Diamond Resources, Inc.	3-Aug-07	649263	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Robert E. Walstad, a married man	Diamond Resources, Inc.	3-Aug-07	649263	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Robert E. Walstad, a married man	Diamond Resources, Inc.	3-Aug-07	649263	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Robert E. Walstad, a married man	Diamond Resources, Inc.	3-Aug-07	649263	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Robert E. Walstad, a married man	Diamond Resources, Inc.	3-Aug-07	649263	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Pat R. Doyle, a married man	Diamond Resources, Inc.	10-Sep-07	649264	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Thomas A. Cantarine and Elizabeth B. Cantarine, as Trustees of the Thomas and Elizabeth Cantarine Trust dated February 21, 2002	Diamond Resources, Inc.	25-Jul-07	649266	154N	99W	29	NE4	Williams	ND	160	NIELS 32-29 1H
Thomas A. Cantarine and Elizabeth B. Cantarine, as Trustees of the Thomas and Elizabeth Cantarine Trust dated February 21, 2002	Diamond Resources, Inc.	25-Jul-07	649266	154N	99W	29	NE4NW4	Williams	ND	40	NIELS 32-29 1H
Elizabeth Cantarine, as Trustee of the Burdick Family Trust	Diamnod Resources, Inc	25-Jul-07	649267	154N	99W	29	NE4	Williams	ND	160	NIELS 32-29 1H
Elizabeth Cantarine, as Trustee of the Burdick Family Trust	Diamnod Resources, Inc	25-Jul-07	649267	154N	99W	29	NE4NW4	Williams	ND	40	NIELS 32-29 1H
Jessica Burdick, a single woman	Diamnod Resources, Inc	25-Jul-07	649268	154N	99W	29	NE4	Williams	ND	160	NIELS 32-29 1H
Jessica Burdick, a single woman	Diamnod Resources, Inc	25-Jul-07	649268	154N	99W	29	NE4NW4	Williams	ND	40	NIELS 32-29 1H
Selma N. Burdick, a/k/a Sally Burdick, a widow	Diamnod Resources, Inc	25-Jul-07	649269	154N	99W	29	NE4	Williams	ND	160	NIELS 32-29 1H
Selma N. Burdick, a/k/a Sally Burdick, a widow	Diamnod Resources, Inc	25-Jul-07	649269	154N	99W	29	NE4NW4	Williams	ND	40	NIELS 32-29 1H
Eugene Francis Lynch, a/k/a Eugene F. Lynch and Carolyn Kay Lynch, husband and wife	Diamond Resources, Inc.	25-Jul-07	649490	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Eugene Francis Lynch, a/k/a Eugene F. Lynch and Carolyn Kay Lynch, husband and wife	Diamond Resources, Inc.	25-Jul-07	649490	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Eugene Francis Lynch, a/k/a Eugene F. Lynch and Carolyn Kay Lynch, husband and wife	Diamond Resources, Inc.	25-Jul-07	649490	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Eugene Francis Lynch, a/k/a Eugene F. Lynch and Carolyn Kay Lynch, husband and wife	Diamond Resources, Inc.	25-Jul-07	649490	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Eugene Francis Lynch, a/k/a Eugene F. Lynch and Carolyn Kay Lynch, husband and wife	Diamond Resources, Inc.	25-Jul-07	649490	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Eugene Francis Lynch, a/k/a Eugene F. Lynch and Carolyn Kay Lynch, husband and wife	Diamond Resources, Inc.	25-Jul-07	649490	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Wallace L. Herreid, a married man	Cody Oil and Gas Corporation	20-Aug-07	649689	155N	100W	26	NW4	Williams	ND	160	PUMA 1-26H
Wallace L. Herreid, a married man	Cody Oil and Gas Corporation	20-Aug-07	649689	155N	100W	26	S2NE4	Williams	ND	80	PUMA 1-26H
Wallace L. Herreid, a married man	Cody Oil and Gas Corporation	20-Aug-07	649689	155N	100W	23	SW4	Williams	ND	160	TIGER 1-23H
Arline Payne, a widow	Diamond Resources, Inc.	4-Oct-07	649700	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Arline Payne, a widow	Diamond Resources, Inc.	4-Oct-07	649700	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Arline Payne, a widow	Diamond Resources, Inc.	4-Oct-07	649700	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Arline Payne, a widow	Diamond Resources, Inc.	4-Oct-07	649700	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Arline Payne, a widow	Diamond Resources, Inc.	4-Oct-07	649700	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Arline Payne, a widow	Diamond Resources, Inc.	4-Oct-07	649700	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Hjalmer Johnson	Diamond Resources, Inc.	5-Oct-07	649701	154N	99W	29	A 5.0 Acre Tract in SE4	Williams	ND	5	NIELS 32-29 1H
Hjalmer Johnson	Diamond Resources, Inc.	5-Oct-07	649701	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Hjalmer Johnson	Diamond Resources, Inc.	5-Oct-07	649701	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Hjalmer Johnson	Diamond Resources, Inc.	5-Oct-07	649701	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Hjalmer Johnson	Diamond Resources, Inc.	5-Oct-07	649701	154N	99W	29	W2SE4 Less 5 Acre Tract	Williams	ND	75	NIELS 32-29 1H
Ruth D. Jewell, a/k/a Ruth Diane Jewell, a married woman	Diamond Resources, CO.	17-Sep-07	649703	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Ruth D. Jewell, a/k/a Ruth Diane Jewell, a married woman	Diamond Resources, CO.	17-Sep-07	649703	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Ruth D. Jewell, a/k/a Ruth Diane Jewell, a married woman	Diamond Resources, CO.	17-Sep-07	649703	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Ruth D. Jewell, a/k/a Ruth Diane Jewell, a married woman	Diamond Resources, CO.	17-Sep-07	649703	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Ruth D. Jewell, a/k/a Ruth Diane Jewell, a married woman	Diamond Resources, CO.	17-Sep-07	649703	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Ruth D. Jewell, a/k/a Ruth Diane Jewell, a married woman	Diamond Resources, CO.	17-Sep-07	649703	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Nancy P. Tonkin and Allen M. Tonkin, JR, as trustees of the Nancy P. Tonkin Revocable Trust Agreement dated 12/12/91	Diamond Resources, Inc.	24-Sep-07	649706	154N	99W	27	S2SW4	Williams	ND	80	MARLIN 27-34 1H
Nancy P. Tonkin and Allen M. Tonkin, JR, as trustees of the Nancy P. Tonkin Revocable Trust Agreement dated 12/12/91	Diamond Resources, Inc.	24-Sep-07	649706	154N	99W	27	SW4SE4	Williams	ND	40	MARLIN 27-34 1H
Mary Ann Hanson, a married woman	Diamond Resources, Inc.	4-Oct-07	649958	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Mary Ann Hanson, a married woman	Diamond Resources, Inc.	4-Oct-07	649958	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Mary Ann Hanson, a married woman	Diamond Resources, Inc.	4-Oct-07	649958	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Mary Ann Hanson, a married woman	Diamond Resources, Inc.	4-Oct-07	649958	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Mary Ann Hanson, a married woman	Diamond Resources, Inc.	4-Oct-07	649958	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Mary Ann Hanson, a married woman	Diamond Resources, Inc.	4-Oct-07	649958	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Harold I. Tofte, a married man	Diamond Resources, Inc.	10-Oct-07	649959	154N	99W	32	NE4NW4	Williams	ND	40	NIELS 32-29 1H
Harold I. Tofte, a married man	Diamond Resources, Inc.	10-Oct-07	649959	154N	99W	32	NE4SW4	Williams	ND	40	NIELS 32-29 1H
Harold I. Tofte, a married man	Diamond Resources, Inc.	10-Oct-07	649959	154N	99W	32	NW4NE4	Williams	ND	40	NIELS 32-29 1H
Harold I. Tofte, a married man	Diamond Resources, Inc.	10-Oct-07	649959	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Harold I. Tofte, a married man	Diamond Resources, Inc.	10-Oct-07	649959	154N	99W	32	S2NW4	Williams	ND	80	NIELS 32-29 1H
Harold I. Tofte, a married man	Diamond Resources, Inc.	10-Oct-07	649959	154N	99W	32	W2SW4	Williams	ND	80	NIELS 32-29 1H
Jocelyn Birch Burdick, as Trustee of the JBB Trust UTA dated August 25, 1994	Diamond Resources, Inc.	25-Jul-07	649960	154N	99W	29	NE4	Williams	ND	160	NIELS 32-29 1H
Jocelyn Birch Burdick, as Trustee of the JBB Trust UTA dated August 25, 1994	Diamond Resources, Inc.	25-Jul-07	649960	154N	99W	29	NE4NW4	Williams	ND	40	NIELS 32-29 1H
Margaret, Trogstad	Diamond Resources, Inc.	27-Oct-07	650164	153N	99W	5	Lot 2 (40)	Williams	ND	40	BRUCE 5-8 1H
Margaret, Trogstad	Diamond Resources, Inc.	27-Oct-07	650164	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.27	NIELS 32-29 1H
Margaret, Trogstad	Diamond Resources, Inc.	27-Oct-07	650164	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.69	NIELS 32-29 1H
Margaret, Trogstad	Diamond Resources, Inc.	27-Oct-07	650164	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Doris M. Manfred, f/k/a Doris M. Brunelle, a widow	Diamond Resources, Inc.	27-Oct-07	650166	153N	99W	5	Lot 2 (40)	Williams	ND	40	BRUCE 5-8 1H
Doris M. Manfred	Diamond Resources, Inc.	27-Oct-07	650166	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.27	NIELS 32-29 1H
Doris M. Manfred	Diamond Resources, Inc.	27-Oct-07	650166	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.69	NIELS 32-29 1H
Doris M. Manfred	Diamond Resources, Inc.	27-Oct-07	650166	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Robert T Byrnes	Diamond Resources, Inc.	27-Oct-07	650167	153N	99W	5	Lot 2 (40.00)	Williams	ND	40	BRUCE 5-8 1H
Robert T Byrnes	Diamond Resources, Inc.	27-Oct-07	650167	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4 MFD B162, P71	Williams	ND	0.27	NIELS 32-29 1H
Robert T Byrnes	Diamond Resources, Inc.	27-Oct-07	650167	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4 MFD IN D#460791	Williams	ND	0.69	NIELS 32-29 1H
Robert T Byrnes	Diamond Resources, Inc.	27-Oct-07	650167	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Madonna M. Horan, a married woman	Diamond Resources, Inc.	27-Oct-07	650169	153N	99W	5	Lot 2 (40)	Williams	ND	40	BRUCE 5-8 1H
Madonna M. Horan, a married woman	Diamond Resources, Inc.	27-Oct-07	650169	154N	99W	32	A .27 Tract located in SW4SE4	Williams	ND	0.27	NIELS 32-29 1H
Madonna M. Horan, a married woman	Diamond Resources, Inc.	27-Oct-07	650169	154N	99W	32	A .69 acre tract located in SW4SE4	Williams	ND	0.69	NIELS 32-29 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Madonna M. Horan, a married woman	Diamond Resources, Inc.	27-Oct-07	650169	154N	99W	32	S2SE4 less a 2.0, less .27, less .69 acre tracts	Williams	ND	77.04	NIELS 32-29 1H
Mark Brunelle and Kelly Brunelle, Co-trustees of the E. Brunelle trust Created October 16, 2007	Diamond Resources, Inc.	27-Oct-07	650170	153N	99W	5	Lot 2 (40.00)	Williams	ND	40	BRUCE 5-8 1H
Mark Brunelle and Kelly Brunelle, Co-trustees of the E. Brunelle trust Created October 16, 2007	Diamond Resources, Inc.	27-Oct-07	650170	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4 MFD B162, P71	Williams	ND	0.27	NIELS 32-29 1H
Mark Brunelle and Kelly Brunelle, Co-trustees of the E. Brunelle trust Created October 16, 2007	Diamond Resources, Inc.	27-Oct-07	650170	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4 MFD IN D#460791	Williams	ND	0.69	NIELS 32-29 1H
Mark Brunelle and Kelly Brunelle, Co-trustees of the E. Brunelle trust Created October 16, 2007	Diamond Resources, Inc.	27-Oct-07	650170	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Isabelle M. Hughes	Diamond Resources, Inc.	27-Oct-07	650171	153N	99W	5	Lot 2 (40)	Williams	ND	40	BRUCE 5-8 1H
Isabelle M. Hughes	Diamond Resources, Inc.	27-Oct-07	650171	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.27	NIELS 32-29 1H
Isabelle M. Hughes	Diamond Resources, Inc.	27-Oct-07	650171	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.69	NIELS 32-29 1H
Isabelle M. Hughes	Diamond Resources, Inc.	27-Oct-07	650171	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Delores Stoner, a/k/a Dolores Stoner, f/k/a Delores Brunelle, a widow	Diamond Resources, Inc.	27-Oct-07	650172	153N	99W	5	Lot 2 (40.00)	Williams	ND	40	BRUCE 5-8 1H
Delores Stoner, a/k/a Dolores Stoner, f/k/a Delores Brunelle, a widow	Diamond Resources, Inc.	27-Oct-07	650172	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4 MFD B162, P71	Williams	ND	0.27	NIELS 32-29 1H
Delores Stoner, a/k/a Dolores Stoner, f/k/a Delores Brunelle, a widow	Diamond Resources, Inc.	27-Oct-07	650172	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4 MFD IN D#460791	Williams	ND	0.69	NIELS 32-29 1H
Delores Stoner, a/k/a Dolores Stoner, f/k/a Delores Brunelle, a widow	Diamond Resources, Inc.	27-Oct-07	650172	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Thelma C. Hagen, a widow	Diamond Resources, Inc.	29-Apr-08	650173	154N	99W	27	S2SW4	Williams	ND	80	MARLIN 27-34 1H
Thelma C. Hagen, a widow	Diamond Resources, Inc.	29-Apr-08	650173	154N	99W	27	SW4SE4	Williams	ND	40	MARLIN 27-34 1H
Nancy J. Keller, f/k/a Nancy J Sylte and Paul Keller, her husban	Diamond Resources, Inc.	27-Oct-07	650365	153N	99W	5	Lot 2 (40)	Williams	ND	40	BRUCE 5-8 1H
Nancy J. Keller	Diamond Resources, Inc.	27-Oct-07	650365	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.27	NIELS 32-29 1H
Nancy J. Keller	Diamond Resources, Inc.	27-Oct-07	650365	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.69	NIELS 32-29 1H
Nancy J. Keller	Diamond Resources, Inc.	27-Oct-07	650365	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Floyd Edward Lynch, a single man	Diamond Resources, Inc.	19-Jan-08	650367	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Floyd Edward Lynch, a single man	Diamond Resources, Inc.	19-Jan-08	650367	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Floyd Edward Lynch, a single man	Diamond Resources, Inc.	19-Jan-08	650367	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Floyd Edward Lynch, a single man	Diamond Resources, Inc.	19-Jan-08	650367	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Rodney J. Brunelle	Diamond Resources, Inc.	6-Nov-07	650368	153N	99W	5	Lot 2 (40)	Williams	ND	40	BRUCE 5-8 1H
Rodney J. Brunelle	Diamond Resources, Inc.	6-Nov-07	650368	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.27	NIELS 32-29 1H
Rodney J. Brunelle	Diamond Resources, Inc.	6-Nov-07	650368	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.69	NIELS 32-29 1H
Rodney J. Brunelle	Diamond Resources, Inc.	6-Nov-07	650368	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Edward e. Bronder, a single man	Diamond Resources, Inc.	27-Oct-07	650369	153N	99W	5	Lot 2 (40)	Williams	ND	40	BRUCE 5-8 1H
Edward e. Bronder, a single man	Diamond Resources, Inc.	27-Oct-07	650369	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.27	NIELS 32-29 1H
Edward e. Bronder, a single man	Diamond Resources, Inc.	27-Oct-07	650369	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.69	NIELS 32-29 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Edward e. Bronder, a single man	Diamond Resources, Inc.	27-Oct-07	650369	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Richard Lommen, a widower	Diamond Resources, Inc.	7-Nov-07	650370	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Richard Lommen, a widower	Diamond Resources, Inc.	7-Nov-07	650370	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Richard Lommen, a widower	Diamond Resources, Inc.	7-Nov-07	650370	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Richard Lommen, a widower	Diamond Resources, Inc.	7-Nov-07	650370	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Richard Lommen, a widower	Diamond Resources, Inc.	7-Nov-07	650370	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Richard Lommen, a widower	Diamond Resources, Inc.	7-Nov-07	650370	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Richard J. Bronder, a married man	Diamond Resources, Inc.	27-Oct-07	650371	153N	99W	5	Lot 2 (40.00)	Williams	ND	40	BRUCE 5-8 1H
Richard J. Bronder	Diamond Resources, Inc.	27-Oct-07	650371	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4 MFD B162, P71	Williams	ND	0.27	NIELS 32-29 1H
Richard J. Bronder	Diamond Resources, Inc.	27-Oct-07	650371	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4 MFD IN D#460791	Williams	ND	0.69	NIELS 32-29 1H
Richard J. Bronder	Diamond Resources, Inc.	27-Oct-07	650371	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Jean Lester, a married woman	Diamond Resources, Inc.	26-Sep-10	650372	154N	99W	32	SE4SW4 LESS 2.0 ACRES & LESS 1.41 ACRE TRACT	Williams	ND	36.59	NIELS 32-29 1H
Michael Brian Bennett, Attorney-in-Fact for Christine Carson, f/k/a Christine Marie Leaverton Bennett	Diamond Resources, Inc.	20-Sep-07	650373	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Michael Brian Bennett, Attorney-in-Fact for Christine Carson, f/k/a Christine Marie Leaverton Bennett	Diamond Resources, Inc.	20-Sep-07	650373	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Michael Brian Bennett, Attorney-in-Fact for Christine Carson, f/k/a Christine Marie Leaverton Bennett	Diamond Resources, Inc.	20-Sep-07	650373	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Michael Brian Bennett, Attorney-in-Fact for Christine Carson, f/k/a Christine Marie Leaverton Bennett	Diamond Resources, Inc.	20-Sep-07	650373	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Dean, Lindsey, a widower	Diamond Resources, Inc.	27-Oct-07	650374	153N	99W	5	Lot 2 (40)	Williams	ND	40	BRUCE 5-8 1H
Dean, Lindsey, a widower	Diamond Resources, Inc.	27-Oct-07	650374	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.27	NIELS 32-29 1H
Dean, Lindsey, a widower	Diamond Resources, Inc.	27-Oct-07	650374	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.69	NIELS 32-29 1H
Dean, Lindsey, a widower	Diamond Resources, Inc.	27-Oct-07	650374	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Geraldine K. Olson, a married woman	Diamond Resources, Inc.	9-Nov-07	650588	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Geraldine K. Olson, a married woman	Diamond Resources, Inc.	9-Nov-07	650588	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Geraldine K. Olson, a married woman	Diamond Resources, Inc.	9-Nov-07	650588	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Geraldine K. Olson, a married woman	Diamond Resources, Inc.	9-Nov-07	650588	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Geraldine K. Olson, a married woman	Diamond Resources, Inc.	9-Nov-07	650588	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Geraldine K. Olson, a married woman	Diamond Resources, Inc.	9-Nov-07	650588	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Nelson Family Revocable Trust	Diamond Resources, Inc.	13-Nov-07	650591	153N	99W	5	Lot 2 (40)	Williams	ND	40	BRUCE 5-8 1H
Nelson Family Revocable Trust,	Diamond Resources, Inc.	13-Nov-07	650591	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.27	NIELS 32-29 1H
Nelson Family Revocable Trust,	Diamond Resources, Inc.	13-Nov-07	650591	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.69	NIELS 32-29 1H
Nelson Family Revocable Trust,	Diamond Resources, Inc.	13-Nov-07	650591	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Byron L. Brunelle, a single man	Diamond Resources, Inc.	6-Nov-07	650592	153N	99W	5	Lot 2 (40)	Williams	ND	40	BRUCE 5-8 1H
Byron L. Brunelle, a single man	Diamond Resources, Inc.	6-Nov-07	650592	153N	99W	5	Lot 2	Williams	ND	40	BRUCE 5-8 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Byron L. Brunelle, a single man	Diamond Resources, Inc.	6-Nov-07	650592	154N	99W	32	S2SE4 Less a 2.0, Less .27, Less .69 Acre Tracts	Williams	ND	77.04	NIELS 32-29 1H
Byron L. Brunelle, a single man	Diamond Resources, Inc.	6-Nov-07	650592	154N	99W	32	A .27 Acre tract located in SW4SE4	Williams	ND	0.27	NIELS 32-29 1H
Carmela LeBlanc, a/k/a Carmie LeBlanc, a single woman	Diamond Resources, Inc.	7-Nov-07	650593	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Carmela LeBlanc, a/k/a Carmie LeBlanc, a single woman	Diamond Resources, Inc.	7-Nov-07	650593	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Carmela LeBlanc, a/k/a Carmie LeBlanc, a single woman	Diamond Resources, Inc.	7-Nov-07	650593	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Carmela LeBlanc, a/k/a Carmie LeBlanc, a single woman	Diamond Resources, Inc.	7-Nov-07	650593	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Carmela LeBlanc, a/k/a Carmie LeBlanc, a single woman	Diamond Resources, Inc.	7-Nov-07	650593	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Carmela LeBlanc, a/k/a Carmie LeBlanc, a single woman	Diamond Resources, Inc.	7-Nov-07	650593	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Mary F. Flannery	Diamond Resources, Inc.	27-Oct-07	650594	153N	99W	5	Lot 2 (40)	Williams	ND	40	BRUCE 5-8 1H
Mary F. Flannery	Diamond Resources, Inc.	27-Oct-07	650594	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.27	NIELS 32-29 1H
Mary F. Flannery	Diamond Resources, Inc.	27-Oct-07	650594	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.69	NIELS 32-29 1H
Mary F. Flannery	Diamond Resources, Inc.	27-Oct-07	650594	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Larry Strommen, a single man	Diamond Resources, Inc.	12-Nov-07	650932	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Larry Strommen, a single man	Diamond Resources, Inc.	12-Nov-07	650932	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Larry Strommen, a single man	Diamond Resources, Inc.	12-Nov-07	650932	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Larry Strommen, a single man	Diamond Resources, Inc.	12-Nov-07	650932	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Larry Strommen, a single man	Diamond Resources, Inc.	12-Nov-07	650932	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Larry Strommen, a single man	Diamond Resources, Inc.	12-Nov-07	650932	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Lindee Robison, a/k/a Lindee L. Robison, a married woman	Diamond Resources, Inc.	31-Oct-07	650933	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Lindee Robison, a/k/a Lindee L. Robison, a married woman	Diamond Resources, Inc.	31-Oct-07	650933	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Lindee Robison, a/k/a Lindee L. Robison, a married woman	Diamond Resources, Inc.	31-Oct-07	650933	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Lindee Robison, a/k/a Lindee L. Robison, a married woman	Diamond Resources, Inc.	31-Oct-07	650933	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Lindee Robison, a/k/a Lindee L. Robison, a married woman	Diamond Resources, Inc.	31-Oct-07	650933	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Lindee Robison, a/k/a Lindee L. Robison, a married woman	Diamond Resources, Inc.	31-Oct-07	650933	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Jill Thompson, a married woman	Diamond Resources, Inc.	7-Nov-07	650935	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Jill Thompson, a married woman	Diamond Resources, Inc.	7-Nov-07	650935	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Jill Thompson, a married woman	Diamond Resources, Inc.	7-Nov-07	650935	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Jill Thompson, a married woman	Diamond Resources, Inc.	7-Nov-07	650935	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Jill Thompson, a married woman	Diamond Resources, Inc.	7-Nov-07	650935	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Jill Thompson, a married woman	Diamond Resources, Inc.	7-Nov-07	650935	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Norma May Marvin, f/k/a Norma May Brawthen and Lisa Marie Marvin, a married woman	Diamond Resources, Inc.	29-Sep-07	650936	154N	99W	32	A 2.00 ACRE TRACT IN SE4SW4	Williams	ND	2	NIELS 32-29 1H
Norma May Marvin, f/k/a Norma May Brawthen and Lisa Marie Marvin, a married woman	Diamond Resources, Inc.	29-Sep-07	650936	154N	99W	32	SE4SW4 LESS 2.0 ACRES & LESS 1.41 ACRE TRACT	Williams	ND	36.59	NIELS 32-29 1H
Christine Shaft, a married woman	Diamond Resources, Inc.	7-Nov-07	650937	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Christine Shaft, a married woman	Diamond Resources, Inc.	7-Nov-07	650937	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Christine Shaft, a married woman	Diamond Resources, Inc.	7-Nov-07	650937	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Christine Shaft, a married woman	Diamond Resources, Inc.	7-Nov-07	650937	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Christine Shaft, a married woman	Diamond Resources, Inc.	7-Nov-07	650937	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Christine Shaft, a married woman	Diamond Resources, Inc.	7-Nov-07	650937	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Ina Mae Glommen, a married woman	Diamond Resources, Inc.	25-Aug-07	650938	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Ina Mae Glommen, a married woman	Diamond Resources, Inc.	25-Aug-07	650938	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Ina Mae Glommen, a married woman	Diamond Resources, Inc.	25-Aug-07	650938	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Ina Mae Glommen, a married woman	Diamond Resources, Inc.	25-Aug-07	650938	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Ina Mae Glommen, a married woman	Diamond Resources, Inc.	25-Aug-07	650938	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Ina Mae Glommen, a married woman	Diamond Resources, Inc.	25-Aug-07	650938	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Harvey Hovland, a married man	Diamond Resources, Inc.	3-Oct-07	650939	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Harvey Hovland, a married man	Diamond Resources, Inc.	3-Oct-07	650939	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Harvey Hovland, a married man	Diamond Resources, Inc.	3-Oct-07	650939	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Harvey Hovland, a married man	Diamond Resources, Inc.	3-Oct-07	650939	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Harvey Hovland, a married man	Diamond Resources, Inc.	3-Oct-07	650939	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Harvey Hovland, a married man	Diamond Resources, Inc.	3-Oct-07	650939	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Carol Bronder, a single woman	Diamond Resources, Inc.	27-Oct-07	650940	153N	99W	5	Lot 2 (40)	Williams	ND	40	BRUCE 5-8 1H
Carol Bronder, a single woman	Diamond Resources, Inc.	27-Oct-07	650940	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.27	NIELS 32-29 1H
Carol Bronder, a single woman	Diamond Resources, Inc.	27-Oct-07	650940	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4	Williams	ND	0.69	NIELS 32-29 1H
Carol Bronder, a single woman	Diamond Resources, Inc.	27-Oct-07	650940	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Lisa Longtin, a single woman	Diamond Resources, Inc.	6-Nov-07	650941	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Lisa Longtin, a single woman	Diamond Resources, Inc.	6-Nov-07	650941	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Lisa Longtin, a single woman	Diamond Resources, Inc.	6-Nov-07	650941	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Lisa Longtin, a single woman	Diamond Resources, Inc.	6-Nov-07	650941	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Lisa Longtin, a single woman	Diamond Resources, Inc.	6-Nov-07	650941	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Lisa Longtin, a single woman	Diamond Resources, Inc.	6-Nov-07	650941	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Cynthia M. Toner, a/k/a Cindy Toner	Diamond Resources, Inc.	7-Nov-07	650942	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Cynthia M. Toner, a/k/a Cindy Toner	Diamond Resources, Inc.	7-Nov-07	650942	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Cynthia M. Toner, a/k/a Cindy Toner	Diamond Resources, Inc.	7-Nov-07	650942	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Cynthia M. Toner, a/k/a Cindy Toner	Diamond Resources, Inc.	7-Nov-07	650942	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Cynthia M. Toner, a/k/a Cindy Toner	Diamond Resources, Inc.	7-Nov-07	650942	154N	99W	29	W2SE4 LESS A 5.0 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Cynthia M. Toner, a/k/a Cindy Toner	Diamond Resources, Inc.	7-Nov-07	650942	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Marit Bratlien Nordengen	Diamond Resources, Inc.	22-Nov-07	651409	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Don Duane Huus, a married man	Diamond Resources, Inc.	4-Dec-07	651410	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Don Duane Huus, a married man	Diamond Resources, Inc.	4-Dec-07	651410	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Don Duane Huus, a married man	Diamond Resources, Inc.	4-Dec-07	651410	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Don Duane Huus, a married man	Diamond Resources, Inc.	4-Dec-07	651410	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Don Duane Huus, a married man	Diamond Resources, Inc.	4-Dec-07	651410	154N	99W	29	W2SE4 Less 5 acre tract	Williams	ND	75	NIELS 32-29 1H
Don Duane Huus, a married man	Diamond Resources, Inc.	4-Dec-07	651410	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Indigo Minerals LLC	Diamond Resources, Inc.	18-Dec-07	651412	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Indigo Minerals LLC	Diamond Resources, Inc.	18-Dec-07	651412	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Indigo Minerals LLC	Diamond Resources, Inc.	18-Dec-07	651412	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Indigo Minerals LLC	Diamond Resources, Inc.	18-Dec-07	651412	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Indigo Minerals LLC	Diamond Resources, Inc.	18-Dec-07	651412	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Terry Huus, a single man	Diamond Resources, Inc.	4-Dec-07	651413	154N	99W	29	A 5.0 Acre Tract in SE4	Williams	ND	5	NIELS 32-29 1H
Terry Huus, a single man	Diamond Resources, Inc.	4-Dec-07	651413	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Terry Huus, a single man	Diamond Resources, Inc.	4-Dec-07	651413	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Terry Huus, a single man	Diamond Resources, Inc.	4-Dec-07	651413	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Terry Huus, a single man	Diamond Resources, Inc.	4-Dec-07	651413	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Terry Huus, a single man	Diamond Resources, Inc.	4-Dec-07	651413	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Freda Padilla, f/k/a DeLane Huus, a/k/a Delane Padilla	Diamond Resources, Inc.	4-Dec-07	651414	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Freda Padilla, f/k/a DeLane Huus, a/k/a Delane Padilla	Diamond Resources, Inc.	4-Dec-07	651414	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Freda Padilla, f/k/a DeLane Huus, a/k/a Delane Padilla	Diamond Resources, Inc.	4-Dec-07	651414	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Freda Padilla, f/k/a DeLane Huus, a/k/a Delane Padilla	Diamond Resources, Inc.	4-Dec-07	651414	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Freda Padilla, f/k/a DeLane Huus, a/k/a Delane Padilla	Diamond Resources, Inc.	4-Dec-07	651414	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Freda Padilla, f/k/a DeLane Huus, a/k/a Delane Padilla	Diamond Resources, Inc.	4-Dec-07	651414	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Tore Bratlien	Diamond Resources, Inc.	22-Nov-07	651415	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Nancee Sturdevant, a/k/a Nancee J. Sturdevant, a married woman	Diamond Resources, Inc.	31-Oct-07	651416	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Nancee Sturdevant, a/k/a Nancee J. Sturdevant, a married woman	Diamond Resources, Inc.	31-Oct-07	651416	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Nancee Sturdevant, a/k/a Nancee J. Sturdevant, a married woman	Diamond Resources, Inc.	31-Oct-07	651416	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Nancee Sturdevant, a/k/a Nancee J. Sturdevant, a married woman	Diamond Resources, Inc.	31-Oct-07	651416	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Nancee Sturdevant, a/k/a Nancee J. Sturdevant, a married woman	Diamond Resources, Inc.	31-Oct-07	651416	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Nancee Sturdevant, a/k/a Nancee J. Sturdevant, a married woman	Diamond Resources, Inc.	31-Oct-07	651416	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Christopher Riveland, a single man	Diamond Resources, Inc.	31-Oct-07	651417	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Christopher Riveland, a single man	Diamond Resources, Inc.	31-Oct-07	651417	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Christopher Riveland, a single man	Diamond Resources, Inc.	31-Oct-07	651417	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Christopher Riveland, a single man	Diamond Resources, Inc.	31-Oct-07	651417	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Christopher Riveland, a single man	Diamond Resources, Inc.	31-Oct-07	651417	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Christopher Riveland, a single man	Diamond Resources, Inc.	31-Oct-07	651417	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Hans Bratlien	Diamond Resources, Inc.	22-Nov-07	651418	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Gerald J. Brunelle	Diamond Resources, Inc.	6-Nov-07	651420	153N	99W	5	Lot 2 (40.00)	Williams	ND	40	BRUCE 5-8 1H
Gerald J. Brunelle	Diamond Resources, Inc.	6-Nov-07	651420	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4 MFD B162, P71	Williams	ND	0.27	NIELS 32-29 1H
Gerald J. Brunelle	Diamond Resources, Inc.	6-Nov-07	651420	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4 MFD IN D#460791	Williams	ND	0.69	NIELS 32-29 1H
Gerald J. Brunelle	Diamond Resources, Inc.	6-Nov-07	651420	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Yvonne Pecora	Diamond Resources, Inc.	6-Nov-07	651563	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Yvonne Pecora	Diamond Resources, Inc.	6-Nov-07	651563	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Yvonne Pecora	Diamond Resources, Inc.	6-Nov-07	651563	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Yvonne Pecora	Diamond Resources, Inc.	6-Nov-07	651563	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Yvonne Pecora	Diamond Resources, Inc.	6-Nov-07	651563	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Mary A. Macintosh, a/k/a Mary Ann Macintosh	Diamond Resources, Inc.	31-Oct-07	651565	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Mary A. Macintosh, a/k/a Mary Ann Macintosh	Diamond Resources, Inc.	31-Oct-07	651565	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Mary A. Macintosh, a/k/a Mary Ann Macintosh	Diamond Resources, Inc.	31-Oct-07	651565	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Mary A. Macintosh, a/k/a Mary Ann Macintosh	Diamond Resources, Inc.	31-Oct-07	651565	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Mary A. Macintosh, a/k/a Mary Ann Macintosh	Diamond Resources, Inc.	31-Oct-07	651565	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Mary A. Macintosh, a/k/a Mary Ann Macintosh	Diamond Resources, Inc.	31-Oct-07	651565	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Karin H. Bratlien Saeland	Diamond Resources, Inc.	22-Nov-07	651566	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Lynn Nash, a married man	Diamond Resources, Inc.	17-Dec-07	651782	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H

**Exhibit A - Lease Schedule
Only As Relates to Wellbores**

Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Lynn Nash, a married man	Diamond Resources, Inc.	17-Dec-07	651782	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Lynn Nash, a married man	Diamond Resources, Inc.	17-Dec-07	651782	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Lynn Nash, a married man	Diamond Resources, Inc.	17-Dec-07	651782	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Lynn Nash, a married man	Diamond Resources, Inc.	17-Dec-07	651782	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Lynn Nash, a married man	Diamond Resources, Inc.	17-Dec-07	651782	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Marilyn Dalton Schlosser	Diamond Resources, Inc.	4-Sep-07	651783	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Marilyn Dalton Schlosser	Diamond Resources, Inc.	4-Sep-07	651783	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Marilyn Dalton Schlosser	Diamond Resources, Inc.	4-Sep-07	651783	154N	99W	29	W2SE4 LESS A 5.0 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Suzan D. Huus, a widow	Diamond Resources, Inc.	2-Dec-07	651784	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Suzan D. Huus, a widow	Diamond Resources, Inc.	2-Dec-07	651784	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Suzan D. Huus, a widow	Diamond Resources, Inc.	2-Dec-07	651784	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Suzan D. Huus, a widow	Diamond Resources, Inc.	2-Dec-07	651784	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Suzan D. Huus, a widow	Diamond Resources, Inc.	2-Dec-07	651784	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Suzan D. Huus, a widow	Diamond Resources, Inc.	2-Dec-07	651784	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Carlton Huus, a/k/a Carlton S. Huus, a married man	Diamond Resources, Inc.	2-Dec-07	651785	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Carlton Huus, a/k/a Carlton S. Huus, a married man	Diamond Resources, Inc.	2-Dec-07	651785	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Carlton Huus, a/k/a Carlton S. Huus, a married man	Diamond Resources, Inc.	2-Dec-07	651785	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Carlton Huus, a/k/a Carlton S. Huus, a married man	Diamond Resources, Inc.	2-Dec-07	651785	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Carlton Huus, a/k/a Carlton S. Huus, a married man	Diamond Resources, Inc.	2-Dec-07	651785	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Carlton Huus, a/k/a Carlton S. Huus, a married man	Diamond Resources, Inc.	2-Dec-07	651785	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Cindy Sue Huus, a married woman	Diamond Resources, Inc.	5-Dec-07	651786	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141	Williams	ND	5	NIELS 32-29 1H
Cindy Sue Huus, a married woman	Diamond Resources, Inc.	5-Dec-07	651786	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Cindy Sue Huus, a married woman	Diamond Resources, Inc.	5-Dec-07	651786	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Cindy Sue Huus, a married woman	Diamond Resources, Inc.	5-Dec-07	651786	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Cindy Sue Huus, a married woman	Diamond Resources, Inc.	5-Dec-07	651786	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Cindy Sue Huus, a married woman	Diamond Resources, Inc.	5-Dec-07	651786	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Kathy Rae Jensen	Diamond Resources, Inc.	5-Dec-07	651787	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Kathy Rae Jensen	Diamond Resources, Inc.	5-Dec-07	651787	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Kathy Rae Jensen	Diamond Resources, Inc.	5-Dec-07	651787	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Kathy Rae Jensen	Diamond Resources, Inc.	5-Dec-07	651787	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Kathy Rae Jensen	Diamond Resources, Inc.	5-Dec-07	651787	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Kathy Rae Jensen	Diamond Resources, Inc.	5-Dec-07	651787	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
George Brunelle & Bernice E. Brunelle	Diamond Resources, Inc.	31-Oct-07	651788	153N	99W	5	Lot 2 (40.00)	Williams	ND	40	BRUCE 5-8 1H
George Brunelle & Bernice E. Brunelle	Diamond Resources, Inc.	31-Oct-07	651788	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4 MFD B162, P71	Williams	ND	0.27	NIELS 32-29 1H
George Brunelle & Bernice E. Brunelle	Diamond Resources, Inc.	31-Oct-07	651788	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4 MFD IN D#460791	Williams	ND	0.69	NIELS 32-29 1H
George Brunelle & Bernice E. Brunelle	Diamond Resources, Inc.	31-Oct-07	651788	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Keith D. Brunelle, Successor Thrustee of the Brunelle Family Trust, UDT dated 7/16/1993	Diamond Resources, Inc.	22-Jan-08	652035	153N	99W	5	Lot 2	Williams	ND	40	BRUCE 5-8 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Keith D. Brunelle, Successor Thrustee of the Brunelle Family Trust, UDT dated 7/16/1993	Diamond Resources, Inc.	22-Jan-08	652035	153N	99W	5	Lot 4	Williams	ND	40	BRUCE 5-8 1H
Keith D. Brunelle, Successor Thrustee of the Brunelle Family Trust, UDT dated 7/16/1993	Diamond Resources, Inc.	22-Jan-08	652035	153N	99W	5	SW4NW4	Williams	ND	40	BRUCE 5-8 1H
Keith D. Brunelle, Successor Thrustee of the Brunelle Family Trust, UDT dated 7/16/1993	Diamond Resources, Inc.	22-Jan-08	652035	153N	99W	5	W2SW4	Williams	ND	80	BRUCE 5-8 1H
Carol L. Sedgeman, a married woman	Diamond Resources, Inc.	28-Jan-08	652209	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Carol L. Sedgeman, a married woman	Diamond Resources, Inc.	28-Jan-08	652209	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Carol L. Sedgeman, a married woman	Diamond Resources, Inc.	28-Jan-08	652209	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Carol L. Sedgeman, a married woman	Diamond Resources, Inc.	28-Jan-08	652209	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Carol L. Sedgeman, a married woman	Diamond Resources, Inc.	28-Jan-08	652209	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Carol L. Sedgeman, a married woman	Diamond Resources, Inc.	28-Jan-08	652209	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Our Saviors Lutheran Church	Diamond Resources, Inc.	29-Jan-08	652411	154N	99W	32	A 1.41 ACRE TRACT IN SE4SW4, MFD IN BK-159, PG 413	Williams	ND	1.41	NIELS 32-29 1H
Our Saviors Lutheran Church	Diamond Resources, Inc.	29-Jan-08	652411	154N	99W	32	A 2.00 ACRE TRACT IN SW4SE4 MFD IN BK 53, PG 33	Williams	ND	2	NIELS 32-29 1H
Orville M. Erickson, a single man	Diamond Resources, Inc.	9-Jan-08	652429	155N	100W	23	NW4	Williams	ND	160	TIGER 1-23H
Orville M. Erickson, a single man	Cody Oil and Gas Corporation	9-Jan-08	652431	155N	100W	35	A TRACT IN SE4SW4 LYING EAST OF RR RIGHT OF WAY	Williams	ND	13.87	COUGAR 1-35H
Orville M. Erickson, a single man	Cody Oil and Gas Corporation	9-Jan-08	652431	155N	100W	35	NE4	Williams	ND	160	COUGAR 1-35H
Orville M. Erickson, a single man	Cody Oil and Gas Corporation	9-Jan-08	652431	155N	100W	35	NE4NW4	Williams	ND	40	COUGAR 1-35H
Orville M. Erickson, a single man	Cody Oil and Gas Corporation	9-Jan-08	652431	155N	100W	35	NW4NW4	Williams	ND	40	COUGAR 1-35H
Orville M. Erickson, a single man	Cody Oil and Gas Corporation	9-Jan-08	652431	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Orville M. Erickson, a single man	Cody Oil and Gas Corporation	9-Jan-08	652432	155N	100W	26	SE4	Williams	ND	160	PUMA 1-26H
Shari Breiland, f/k/a Shari Gunderson, a single woman	Diamond Resources, Inc.	19-Feb-08	652681	154N	99W	29	A 5.0 Acre Tract in SE4	Williams	ND	5	NIELS 32-29 1H
Shari Breiland, f/k/a Shari Gunderson, a single woman	Diamond Resources, Inc.	19-Feb-08	652681	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Shari Breiland, f/k/a Shari Gunderson, a single woman	Diamond Resources, Inc.	19-Feb-08	652681	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Shari Breiland, f/k/a Shari Gunderson, a single woman	Diamond Resources, Inc.	19-Feb-08	652681	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Shari Breiland, f/k/a Shari Gunderson, a single woman	Diamond Resources, Inc.	19-Feb-08	652681	154N	99W	29	W2SE4 Less 5 Acre Tract	Williams	ND	75	NIELS 32-29 1H
Shari Breiland, f/k/a Shari Gunderson, a single woman	Diamond Resources, Inc.	19-Feb-08	652681	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Ronald Smith, a married man	Diamond Resources, Inc.	4-Mar-08	653081	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Ronald Smith, a married man	Diamond Resources, Inc.	4-Mar-08	653081	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Ronald Smith, a married man	Diamond Resources, Inc.	4-Mar-08	653081	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Kathryn Waslien, a married woman	Diamond Resources, Inc.	19-Feb-08	653087	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Kathryn Waslien, a married woman	Diamond Resources, Inc.	19-Feb-08	653087	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Kathryn Waslien, a married woman	Diamond Resources, Inc.	19-Feb-08	653087	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Kathryn Waslien, a married woman	Diamond Resources, Inc.	19-Feb-08	653087	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Kathryn Waslien, a married woman	Diamond Resources, Inc.	19-Feb-08	653087	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Joseph C. Schell, a single man	Cody Oil and Gas Corporation	27-Feb-08	653350	155N	100W	22	NE4	Williams	ND	160	JAGUAR 1-22H
Joseph C. Schell, a single man	Cody Oil and Gas Corporation	27-Feb-08	653350	155N	100W	22	SE4	Williams	ND	160	JAGUAR 1-22H
Mark Fliginger, a married man	Cody Oil and Gas Corporation	27-Feb-08	653351	155N	100W	22	NE4	Williams	ND	160	JAGUAR 1-22H
Mark Fliginger, a married man	Cody Oil and Gas Corporation	27-Feb-08	653351	155N	100W	22	SE4	Williams	ND	160	JAGUAR 1-22H
Kasmer & Aafedt Oil, Inc.	Cody Oil and Gas Corporation	2-Jan-08	653352	155N	100W	35	A TRACT IN SE4SW4 LYING EAST OF RR RIGHT OF WAY	Williams	ND	13.87	COUGAR 1-35H
Kasmer & Aafedt Oil, Inc.	Cody Oil and Gas Corporation	2-Jan-08	653352	155N	100W	35	NE4	Williams	ND	160	COUGAR 1-35H
Kasmer & Aafedt Oil, Inc.	Cody Oil and Gas Corporation	2-Jan-08	653352	155N	100W	35	NE4NW4	Williams	ND	40	COUGAR 1-35H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Kasmer & Aafedt Oil, Inc.	Cody Oil and Gas Corporation	2-Jan-08	653352	155N	100W	35	NW4NW4	Williams	ND	40	COUGAR 1-35H
Kasmer & Aafedt Oil, Inc.	Cody Oil and Gas Corporation	2-Jan-08	653352	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Kasmer & Aafedt Oil, Inc.	Cody Oil and Gas Corporation	2-Jan-08	653352	155N	100W	26	SE4	Williams	ND	160	PUMA 1-26H
Kasmer & Aafedt Oil, Inc.	Diamond Resources, Inc.	2-Jan-08	653352	155N	100W	23	NW4	Williams	ND	160	TIGER 1-23H
Olga V. Underdahl, a widow	Diamond Resources, Inc.	21-Mar-08	653945	153N	99W	11	S2SW4	Williams	ND	80	GUST 2-11 1H
University Foundation at Williston, a/k/a Williston State College Foundation	Zavanna, LLC	15-Mar-11	653945	153N	99W	11	S2SW4	Williams	ND	80	GUST 2-11 1H
Olga V. Underdahl, a widow	Diamond Resources, Inc.	21-Mar-08	653945	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
University Foundation at Williston, a/k/a Williston State College Foundation	Diamond Resources, Inc.	15-Mar-11	653945	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Roy Mortlock as Attorney-in-Fact for Myrtle A. Mortlock, a widow	Diamond Resources, Inc.	20-Nov-07	653947	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Allan L. Covlin, a married man	Cody Oil and Gas Corporation	19-Mar-08	654192	155N	100W	22	NE4	Williams	ND	160	JAGUAR 1-22H
Dalinda L. Gilbertson, a married woman	Diamond Resources, Inc.	26-Dec-07	654246	154N	99W	29	A 5.0 ACRE TRACT IN SE4	Williams	ND	5	NIELS 32-29 1H
Dalinda L. Gilbertson, a married woman	Diamond Resources, Inc.	26-Dec-07	654246	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Dalinda L. Gilbertson, a married woman	Diamond Resources, Inc.	26-Dec-07	654246	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Dalinda L. Gilbertson, a married woman	Diamond Resources, Inc.	26-Dec-07	654246	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Dalinda L. Gilbertson, a married woman	Diamond Resources, Inc.	26-Dec-07	654246	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Dalinda L. Gilbertson, a married woman	Diamond Resources, Inc.	26-Dec-07	654246	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Russell Pladson and Jean Pladson, husband and wife	Diamond Resources, Inc.	14-Apr-08	654247	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Russell Pladson and Jean Pladson, husband and wife	Diamond Resources, Inc.	14-Apr-08	654247	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Russell Pladson and Jean Pladson, husband and wife	Diamond Resources, Inc.	14-Apr-08	654247	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Russell Pladson and Jean Pladson, husband and wife	Diamond Resources, Inc.	14-Apr-08	654247	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Russell Pladson and Jean Pladson, husband and wife	Diamond Resources, Inc.	14-Apr-08	654247	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Russell Pladson and Jean Pladson, husband and wife	Diamond Resources, Inc.	14-Apr-08	654247	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Mark Fliginger, a married man	Cody Oil and Gas Corporation	28-Apr-08	654550	155N	100W	27	NW4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
Dakotah Mineral Co.	Diamond Resources, Inc.	29-Apr-08	654551	155N	100W	27	NW4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
Dakotah Mineral Company	Diamond Resources, Inc.	29-Apr-08	654551	155N	100W	27	NW4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
Marshall & Winston, Inc.	Diamond Resources, Inc.	23-Apr-08	654836	155N	100W	35	NE4	Williams	ND	160	COUGAR 1-35H
Marshall & Winston, Inc.	Diamond Resources, Inc.	23-Apr-08	654836	155N	100W	35	NE4NW4	Williams	ND	40	COUGAR 1-35H
Marshall & Winston, Inc.	Diamond Resources, Inc.	23-Apr-08	654836	155N	100W	35	NW4NW4	Williams	ND	40	COUGAR 1-35H
Marshall & Winston, Inc.	Diamond Resources, Inc.	23-Apr-08	654836	155N	100W	23	NW4	Williams	ND	160	TIGER 1-23H
Larry Henson, a married man	Diamond Resources, Inc.	6-May-08	655084	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Larry Henson, a married man	Diamond Resources, Inc.	6-May-08	655084	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Larry Henson, a married man	Diamond Resources, Inc.	6-May-08	655084	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Larry Henson, a married man	Diamond Resources, Inc.	6-May-08	655084	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Kelly Henson, a married man	Diamond Resources, Inc.	6-May-08	655085	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Kelly Henson, a married man	Diamond Resources, Inc.	6-May-08	655085	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Kelly Henson, a married man	Diamond Resources, Inc.	6-May-08	655085	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Kelly Henson, a married man	Diamond Resources, Inc.	6-May-08	655085	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Marlene Henson, a single woman	Diamond Resources, Inc.	6-May-08	655406	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Marlene Henson, a single woman	Diamond Resources, Inc.	6-May-08	655406	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Marlene Henson, a single woman	Diamond Resources, Inc.	6-May-08	655406	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Marlene Henson, a single woman	Diamond Resources, Inc.	6-May-08	655406	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Richard Henson, a single man	Diamond Resources, Inc.	6-May-08	655407	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Richard Henson, a single man	Diamond Resources, Inc.	6-May-08	655407	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Richard Henson, a single man	Diamond Resources, Inc.	6-May-08	655407	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Richard Henson, a single man	Diamond Resources, Inc.	6-May-08	655407	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Kipton Henson	Diamond Resources, Inc.	6-May-08	655408	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Kipton Henson	Diamond Resources, Inc.	6-May-08	655408	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Kipton Henson	Diamond Resources, Inc.	6-May-08	655408	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Kipton Henson	Diamond Resources, Inc.	6-May-08	655408	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Sheldon Thom and Caroline Thom, husband and wife	Diamond Resources, Inc.	28-May-08	655411	155N	100W	10	SE4	Williams	ND	160	CHEETAH 1-10H
Roger W. Nelson, a single man	Diamond Resources, Inc.	30-May-08	655802	153N	99W	2	Lot 4	Williams	ND	120.17	GUST 2-11 1H
Roger W. Nelson, a single man	Diamond Resources, Inc.	30-May-08	655802	153N	99W	2	SW4NW4	Williams	ND	40	GUST 2-11 1H
Roger W. Nelson, a single man	Diamond Resource, Inc	30-May-08	655802	153N	99W	3	Lot 1	Williams	ND	40.01	NELSON 3-10 1H
Roger W. Nelson, a single man	Diamond Resource, Inc	30-May-08	655802	153N	99W	3	Lot 2	Williams	ND	40.01	NELSON 3-10 1H
Roger W. Nelson, a single man	Diamond Resource, Inc	30-May-08	655802	153N	99W	3	N2SE4	Williams	ND	80	NELSON 3-10 1H
Roger W. Nelson, a single man	Diamond Resource, Inc	30-May-08	655802	153N	99W	3	S2NE4	Williams	ND	80	NELSON 3-10 1H
Margaret A. Wiseman, Trustee of the Margaret A. Wiseman Revocable Trust dated December 26, 1999	Diamond Resources, Inc.	3-Jun-08	655803	153N	99W	2	Lot 1	Williams	ND	39.83	GUST 2-11 1H
Margaret A. Wiseman, Trustee of the Margaret A. Wiseman Revocable Trust dated December 26, 1999	Diamond Resources, Inc.	3-Jun-08	655803	153N	99W	2	S2SE4	Williams	ND	80	GUST 2-11 1H
Margaret A. Wiseman, Trustee of the Margaret A. Wiseman Revocable Trust dated December 26, 1999	Diamond Resources, Inc.	3-Jun-08	655803	153N	99W	2	SW4	Williams	ND	80	GUST 2-11 1H
Margaret A. Wiseman, Trustee of the Margaret A. Wiseman Revocable Trust dated December 26, 1999	Diamond Resources, Inc.	3-Jun-08	655803	153N	99W	11	N2NE4	Williams	ND	80	GUST 2-11 1H
Margaret A. Wiseman, Trustee of the Margaret A. Wiseman Revocable Trust dated December 26, 1999	Diamond Resources, Inc.	3-Jun-08	655803	153N	99W	11	SE4NE4	Williams	ND	40	GUST 2-11 1H
Jean Lester, a married woman	Diamond Resources, Inc.	30-May-08	655804	153N	99W	5	E2SW4	Williams	ND	80	BRUCE 5-8 1H
Jean Lester, a married woman	Diamond Resources, Inc.	30-May-08	655804	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Jean Lester, a married woman	Diamond Resources, Inc.	30-May-08	655804	153N	99W	5	Lot 3 (40)	Williams	ND	40	BRUCE 5-8 1H
Jean Lester, a married woman	Diamond Resources, Inc.	30-May-08	655804	153N	99W	5	SE4	Williams	ND	160	BRUCE 5-8 1H
Jean Lester, a married woman	Diamond Resources, Inc.	30-May-08	655804	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Jean Lester, a married woman	Diamond Resources, Inc.	30-May-08	655804	153N	99W	5	SE4NW4 LESS A 3.90 ACRE TRACT	Williams	ND	36.1	BRUCE 5-8 1H
Gary D. Nelson, a widower	Diamond Resources, Inc.	29-May-08	655805	153N	99W	2	Lot 4	Williams	ND	40.01	GUST 2-11 1H
Gary D. Nelson, a widower	Diamond Resources, Inc.	29-May-08	655805	153N	99W	2	SW4NW4	Williams	ND	40	GUST 2-11 1H
Gary D. Nelson, a widower	Diamond Resource, Inc	29-May-08	655805	153N	99W	3	Lot 1	Williams	ND	40.01	NELSON 3-10 1H
Gary D. Nelson, a widower	Diamond Resource, Inc	29-May-08	655805	153N	99W	3	Lot 2	Williams	ND	40.01	NELSON 3-10 1H
Gary D. Nelson, a widower	Diamond Resource, Inc	29-May-08	655805	153N	99W	3	N2SE4	Williams	ND	80	NELSON 3-10 1H
Gary D. Nelson, a widower	Diamond Resource, Inc	29-May-08	655805	153N	99W	3	S2NE4	Williams	ND	80	NELSON 3-10 1H
Robert J. Lynch, a widower	Diamond Resources, Inc.	29-May-12	655806	153N	99W	8	NE4	Williams	ND	160	BRUCE 5-8 1H
Robert J. Lynch, a widower	Diamond Resource, Inc	29-May-12	655806	153N	99W	3	Lot 3	Williams	ND	40.18	NELSON 3-10 1H
Robert J. Lynch, a widower	Diamond Resource, Inc	29-May-12	655806	153N	99W	3	Lot 4	Williams	ND	40.18	NELSON 3-10 1H
Robert J. Lynch, a widower	Diamond Resource, Inc	29-May-12	655806	153N	99W	3	N2SW4	Williams	ND	80	NELSON 3-10 1H
Robert J. Lynch, a widower	Diamond Resource, Inc	29-May-12	655806	153N	99W	3	S2NW4	Williams	ND	80	NELSON 3-10 1H
Kaye Hambleton, a married woman	Diamond Resources, Inc.	30-May-08	655808	153N	99W	5	E2SW4	Williams	ND	80	BRUCE 5-8 1H
Kaye Hambleton, a married woman	Diamond Resources, Inc.	30-May-08	655808	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Kaye Hambleton, a married woman	Diamond Resources, Inc.	30-May-08	655808	153N	99W	5	Lot 3 (40)	Williams	ND	40	BRUCE 5-8 1H
Kaye Hambleton, a married woman	Diamond Resources, Inc.	30-May-08	655808	153N	99W	5	SE4	Williams	ND	160	BRUCE 5-8 1H
Kaye Hambleton, a married woman	Diamond Resources, Inc.	30-May-08	655808	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Kaye Hambleton, a married woman	Diamond Resources, Inc.	30-May-08	655808	153N	99W	5	SE4NW4 LWSS A 3.90 ACRE TRACT	Williams	ND	36.1	BRUCE 5-8 1H
Gary Sukut and Leora Lou Sukut, husband and wife	Diamond Resources, Inc.	1-Jun-08	655809	153N	99W	2	Lot 1	Williams	ND	39.83	GUST 2-11 1H
Gary Sukut and Leora Lou Sukut, husband and wife	Diamond Resources, Inc.	1-Jun-08	655809	153N	99W	2	S2SE4	Williams	ND	80	GUST 2-11 1H
Gary Sukut and Leora Lou Sukut, husband and wife	Diamond Resources, Inc.	1-Jun-08	655809	153N	99W	2	SW4	Williams	ND	160	GUST 2-11 1H
Bruce Brogger and Kathleen M. Brogger, husband and wife	Diamond Resources, Inc.	30-May-08	655810	153N	99W	5	E2SW4	Williams	ND	80	BRUCE 5-8 1H
Bruce Brogger and Kathleen M. Brogger, husband and wife	Diamond Resources, Inc.	30-May-08	655810	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Bruce Brogger and Kathleen M. Brogger, husband and wife	Diamond Resources, Inc.	30-May-08	655810	153N	99W	5	Lot 3 (32.02)	Williams	ND	32.02	BRUCE 5-8 1H

**Exhibit A - Lease Schedule
Only As Relates to Wellbores**

Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Bruce Brogger and Kathleen M. Brogger, husband and wife	Diamond Resources, Inc.	30-May-08	655810	153N	99W	5	SE4	Williams	ND	160	BRUCE 5-8 1H
Bruce Brogger and Kathleen M. Brogger, husband and wife	Diamond Resources, Inc.	30-May-08	655810	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Bruce Brogger and Kathleen M. Brogger, husband and wife	Diamond Resources, Inc.	30-May-08	655810	153N	99W	5	SE4NW4 LESS A 3.90 ACRE TRACT	Williams	ND	36.1	BRUCE 5-8 1H
Larry G. Nelson, a/k/a Larry Nelson and Gloria J. Nelson, a/k/a Gloria Nelson, Trustees of the Nelson Family Revocable Trust dated November 2, 2006	Diamond Resources, Inc.	29-May-08	655811	153N	99W	2	Lot 4 (40.01)	Williams	ND	40.01	GUST 2-11 1H
Larry G. Nelson, a/k/a Larry Nelson and Gloria J. Nelson, a/k/a Gloria Nelson, Trustees of the Nelson Family Revocable Trust dated November 2, 2006	Diamond Resources, Inc.	29-May-08	655811	153N	99W	2	SW4NW4	Williams	ND	40	GUST 2-11 1H
Larry G. Nelson, a/k/a Larry Nelson and Gloria J. Nelson, a/k/a Gloria Nelson, Trustees of the Nelson Family Revocable Trust dated November 2, 2006	Diamond Resources, Inc.	29-May-08	655811	153N	99W	2	SW4NW4	Williams	ND	40	GUST 2-11 1H
Larry G. Nelson, a/k/a Larry Nelson and Gloria J. Nelson, a/k/a Gloria Nelson, Trustees of the Nelson Family Revocable Trust dated November 2, 2006	Diamond Resource, Inc	29-May-08	655811	153N	99W	3	Lot 1	Williams	ND	40.01	NELSON 3-10 1H
Larry G. Nelson, a/k/a Larry Nelson and Gloria J. Nelson, a/k/a Gloria Nelson, Trustees of the Nelson Family Revocable Trust dated November 2, 2006	Diamond Resource, Inc	29-May-08	655811	153N	99W	3	Lot 2	Williams	ND	40.01	NELSON 3-10 1H
Larry G. Nelson, a/k/a Larry Nelson and Gloria J. Nelson, a/k/a Gloria Nelson, Trustees of the Nelson Family Revocable Trust dated November 2, 2006	Diamond Resource, Inc	29-May-08	655811	153N	99W	3	N2SE4	Williams	ND	80	NELSON 3-10 1H
Larry G. Nelson, a/k/a Larry Nelson and Gloria J. Nelson, a/k/a Gloria Nelson, Trustees of the Nelson Family Revocable Trust dated November 2, 2006	Diamond Resource, Inc	29-May-08	655811	153N	99W	3	S2NE4	Williams	ND	80	NELSON 3-10 1H
Lyle H. Langseth, a/k/a Lyle Henry Langseth, a married man	Diamond Resources, Inc.	30-May-08	655812	153N	99W	8	NW4	Williams	ND	160	BRUCE 5-8 1H
Lyle H. Langseth, a/k/a Lyle Henry Langseth, a married man	Diamond Resources, Inc.	30-May-08	655812	153N	99W	8	SE4	Williams	ND	160	BRUCE 5-8 1H
Lyle H. Langseth, a/k/a Lyle Henry Langseth, a married man	Diamond Resources, Inc.	30-May-08	655812	153N	99W	8	SW4	Williams	ND	160	BRUCE 5-8 1H
Gary D. Brown and Janene R. Brown, husband and wife	Diamond Resources, Inc.	1-Jun-08	655959	153N	99W	2	Lot 1	Williams	ND	39.83	GUST 2-11 1H
Gary D. Brown and Janene R. Brown, husband and wife	Diamond Resources, Inc.	1-Jun-08	655959	153N	99W	2	S2SE4	Williams	ND	80	GUST 2-11 1H
Gary D. Brown and Janene R. Brown, husband and wife	Diamond Resources, Inc.	1-Jun-08	655959	153N	99W	2	SW4	Williams	ND	160	GUST 2-11 1H
Gloria A. Covlin, a single woman	Cody Oil & Gas Corporation	23-Apr-08	655996	155N	100W	22	NE4	Williams	ND	160	JAGUAR 1-22H
Black Stone Minerals Company, LP, a Delaware limited partnership	Cody Oil and Gas Corporation	28-Feb-08	655997	155N	100W	26	SE4	Williams	ND	160	PUMA 1-26H
Ken Briggs, a single man	Diamond Resources, Inc.	12-Jun-08	656289	153N	99W	5	Lot 2 (40.00)	Williams	ND	40	BRUCE 5-8 1H
Ken Briggs, a single man	Diamond Resources, Inc.	12-Jun-08	656289	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4 MFD B162, P71	Williams	ND	0.27	NIELS 32-29 1H
Ken Briggs, a single man	Diamond Resources, Inc.	12-Jun-08	656289	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4 MFD IN D#460791	Williams	ND	0.69	NIELS 32-29 1H
Ken Briggs, a single man	Diamond Resources, Inc.	12-Jun-08	656289	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Nancy L. Wahlund and Robert Wahlund, her husband	Diamond Resources, Inc.	9-Jun-08	656290	153N	99W	2	Lot 1	Williams	ND	39.83	GUST 2-11 1H
Nancy L. Wahlund and Robert Wahlund, her husband	Diamond Resources, Inc.	9-Jun-08	656290	153N	99W	2	S2SE4	Williams	ND	80	GUST 2-11 1H
Nancy L. Wahlund and Robert Wahlund, her husband	Diamond Resources, Inc.	9-Jun-08	656290	153N	99W	2	SW4	Williams	ND	160	GUST 2-11 1H
Nancy L. Wahlund and Robert Wahlund, her husband	Diamond Resources, Inc.	9-Jun-08	656290	153N	99W	11	N2NE4	Williams	ND	80	GUST 2-11 1H
Nancy L. Wahlund and Robert Wahlund, her husband	Diamond Resources, Inc.	9-Jun-08	656290	153N	99W	11	SE4NE4	Williams	ND	40	GUST 2-11 1H
Black Stone Minerals Company, LP, a Delaware limited partnership	Diamond Resources, Inc.	22-May-08	656292	155N	100W	27	SE4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
Glenn H. Jorgenson and Susan Jorgenson, husband and wife	Cody Oil and Gas Corporation	20-May-08	656297	155N	100W	10	A TRACT OF LAND IN NW4 MFD DOCUMENT #510786	Williams	ND	160	CHEETAH 1-10H
Glenn H. Jorgenson and Susan Jorgenson, husband and wife	Cody Oil and Gas Corporation	20-May-08	656297	155N	100W	10	N2	Williams	ND	320	CHEETAH 1-10H
Glenn H. Jorgenson and Susan Jorgenson, husband and wife	Cody Oil and Gas Corporation	20-May-08	656297	155N	100W	10	SW4	Williams	ND	160	CHEETAH 1-10H

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Exhibit A - Lease Schedule
Only As Relates to Wellbores

Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Glenn H. Jorgenson and Susan Jorgenson, husband and wife	Cody Oil and Gas Corporation	20-May-08	656297	155N	100W	10	SW4, LESS 11.47 AC TRACT IN NW4 MFD DOC 510786	Williams	ND	308.53	CHEETAH 1-10H
Kathleen D. Eide and Orville A. Eide, husband and wife	Diamond Resources, Inc.	13-Jun-08	656562	153N	99W	2	Lot 1	Williams	ND	39.83	GUST 2-11 1H
Kathleen D. Eide and Orville A. Eide, husband and wife	Diamond Resources, Inc.	13-Jun-08	656562	153N	99W	2	S2SE4	Williams	ND	80	GUST 2-11 1H
Kathleen D. Eide and Orville A. Eide, husband and wife	Diamond Resources, Inc.	13-Jun-08	656562	153N	99W	2	SW4	Williams	ND	160	GUST 2-11 1H
Schlosser, Marilyn Dalton Attorney-in-Fact for Denise Henson	Diamond Resources, Inc.	6-May-08	656563	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Schlosser, Marilyn Dalton Attorney-in-Fact for Denise Henson	Diamond Resources, Inc.	6-May-08	656563	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Schlosser, Marilyn Dalton Attorney-in-Fact for Denise Henson	Diamond Resources, Inc.	6-May-08	656563	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Schlosser, Marilyn Dalton Attorney-in-Fact for Denise Henson	Diamond Resources, Inc.	6-May-08	656563	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Duane W. Grande, Administrator of the Harry A. Grande Estate	Diamond Resources, Inc.	8-May-08	656564	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Duane W. Grande, Administrator of the Harry A. Grande Estate	Diamond Resources, Inc.	8-May-08	656564	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Duane W. Grande, Administrator of the Harry A. Grande Estate	Diamond Resources, Inc.	8-May-08	656564	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Duane W. Grande, Administrator of the Harry A. Grande Estate	Diamond Resources, Inc.	8-May-08	656564	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Duane W. Grande, Administrator of the Harry A. Grande Estate	Diamond Resources, Inc.	8-May-08	656564	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Duane W. Grande, Administrator of the Harry A. Grande Estate	Diamond Resources, Inc.	8-May-08	656564	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Thomas B. Bosh, a single man	Diamond Resources, Inc.	23-May-08	656571	155N	100W	17	SE4	Williams	ND	160	LEOPARD 20-17 1H
Harry R. Brown, a single man	Diamond Resources, Inc.	5-Jun-08	657005	153N	99W	2	Lot 1	Williams	ND	39.83	GUST 2-11 1H
Harry R. Brown, a single man	Diamond Resources, Inc.	5-Jun-08	657005	153N	99W	2	S2SE4	Williams	ND	80	GUST 2-11 1H
Harry R. Brown, a single man	Diamond Resources, Inc.	5-Jun-08	657005	153N	99W	2	SW4	Williams	ND	160	GUST 2-11 1H
Norma May Marvin f/k/a Norma May Brawthen and Lisa Marie Marvin, a married woman	Diamond Resources, Inc.	29-May-08	657339	153N	99W	5	A 3.90 ACRE TRACT IN LOT 3	Williams	ND	3.9	BRUCE 5-8 1H
Norma May Marvin f/k/a Norma May Brawthen and Lisa Marie Marvin, a married woman	Diamond Resources, Inc.	29-May-08	657339	153N	99W	5	LOT 3 LESS A 3.90 ACRE TRACT	Williams	ND	36.1	BRUCE 5-8 1H
Norma May Marvin f/k/a Norma May Brawthen and Lisa Marie Marvin, a married woman	Diamond Resources, Inc.	29-May-08	657339	153N	99W	5	SE4NW4	Williams	ND	40	BRUCE 5-8 1H
Darlene E. Lynch, a widow	Diamond Resource, Inc	29-May-11	657341	153N	99W	3	Lot 3	Williams	ND	40.18	NELSON 3-10 1H
Darlene E. Lynch, a widow	Diamond Resource, Inc	29-May-11	657341	153N	99W	3	Lot 4	Williams	ND	40.18	NELSON 3-10 1H
Darlene E. Lynch, a widow	Diamond Resource, Inc	29-May-11	657341	153N	99W	3	N2SW4	Williams	ND	80	NELSON 3-10 1H
Darlene E. Lynch, a widow	Diamond Resource, Inc	29-May-11	657341	153N	99W	3	S2NW4	Williams	ND	80	NELSON 3-10 1H
Tom Briggs, a single man	Diamond Resources, Inc.	12-Jun-08	657345	153N	99W	5	Lot 2 (40.00)	Williams	ND	40	BRUCE 5-8 1H
Tom Briggs, a single man	Diamond Resources, Inc.	12-Jun-08	657345	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4 MFD B162, P71	Williams	ND	0.27	NIELS 32-29 1H
Tom Briggs, a single man	Diamond Resources, Inc.	12-Jun-08	657345	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4 MFD IN D#460791	Williams	ND	0.69	NIELS 32-29 1H
Tom Briggs, a single man	Diamond Resources, Inc.	12-Jun-08	657345	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Curtis Huus, Jr., a single man	Diamond Resources, Inc.	26-Jun-08	657846	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141	Williams	ND	5	NIELS 32-29 1H
Curtis Huus, Jr., a single man	Diamond Resources, Inc.	26-Jun-08	657846	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Curtis Huus, Jr., a single man	Diamond Resources, Inc.	26-Jun-08	657846	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Curtis Huus, Jr., a single man	Diamond Resources, Inc.	26-Jun-08	657846	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Curtis Huus, Jr., a single man	Diamond Resources, Inc.	26-Jun-08	657846	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Curtis Huus, Jr., a single man	Diamond Resources, Inc.	26-Jun-08	657846	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Rodney Wiseman	Diamond Resources, Inc.	9-Jun-08	657847	153N	99W	2	Lot 1	Williams	ND	39.83	GUST 2-11 1H
Rodney Wiseman	Diamond Resources, Inc.	9-Jun-08	657847	153N	99W	2	S2SE4	Williams	ND	80	GUST 2-11 1H
Rodney Wiseman	Diamond Resources, Inc.	9-Jun-08	657847	153N	99W	2	SW4	Williams	ND	160	GUST 2-11 1H
Williston State College Foundation, a/k/a University State College Foundation	Diamond Resources, Inc.	24-Jul-08	657848	155N	100W	23	N2NE4	Williams	ND	80	TIGER 1-23H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Williston State College Foundation, a/k/a University State College Foundation	Diamond Resources, Inc.	24-Jul-08	657848	155N	100W	23	NW4SE4	Williams	ND	40	TIGER 1-23H
Williston State College Foundation, a/k/a University State College Foundation	Diamond Resources, CO.	24-Jul-08	657848	155N	100W	23	SW4NE4	Williams	ND	40	TIGER 1-23H
Marshall & Winston, Inc.	Diamond Resources, Inc.	15-Jul-08	657854	155N	100W	35	A TRACT IN SE4SW4 LYING EAST OF RR RIGHT OF WAY	Williams	ND	40	COUGAR 1-35H
Marshall & Winston, Inc.	Diamond Resources, Inc.	15-Jul-08	657854	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Blake-Berry-Blake Corporation	Diamond Resources, Inc.	28-Jul-08	658358	155N	100W	26	NW4	Williams	ND	160	PUMA 1-26H
Blake-Berry-Blake Corporation	Diamond Resources, Inc.	28-Jul-08	658358	155N	100W	26	S2NE4	Williams	ND	80	PUMA 1-26H
Blake-Berry-Blake Corporation	Diamond Resources, Inc.	28-Jul-08	658358	155N	100W	23	SW4	Williams	ND	160	TIGER 1-23H
Jackie Henson	Diamond Resources, Inc.	6-May-08	658824	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Jackie Henson	Diamond Resources, Inc.	6-May-08	658824	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Jackie Henson	Diamond Resources, Inc.	6-May-08	658824	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Jackie Henson	Diamond Resources, Inc.	6-May-08	658824	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
D. B. Young, a single man	Diamond Resources, Inc.	14-Aug-08	659091	155N	100W	24	NE4	Williams	ND	160	SABERTOOTH 1-24H
D. B. Young, a single man	Diamond Resources, Inc.	14-Aug-08	659091	155N	100W	24	NW4	Williams	ND	160	SABERTOOTH 1-24H
D. B. Young, a single man	Diamond Resources, Inc.	14-Aug-08	659091	155N	100W	23	N2NE4	Williams	ND	80	TIGER 1-23H
D. B. Young, a single man	Diamond Resources, Inc.	14-Aug-08	659091	155N	100W	23	SW4NE4	Williams	ND	40	TIGER 1-23H
D. B. Young, a single man	Diamond Resources, Inc.	14-Aug-08	659091	155N	100W	23	NW4SE4	Williams	ND	40	TIGER 1-23H
James A. Hoeflein, a married man	Diamond Resources, Inc.	25-Aug-08	659095	155N	100W	24	NE4	Williams	ND	160	SABERTOOTH 1-24H
Sandra K. Hoeflein, a married woman	Diamond Resources, Inc.	25-Aug-08	659096	155N	100W	24	NE4	Williams	ND	160	SABERTOOTH 1-24H
Robert Sabo, a single man	Diamond Resources, Inc.	21-Aug-08	659106	155N	100W	27	SW4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
Catherine Griffith, f/k/a Catherine Sabo and Mike Griffith, her husband	Diamond Resources, Inc.	21-Aug-08	659107	155N	100W	27	SW4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
Wayne Sabo, a married man	Diamond Resources, Inc.	21-Aug-08	659108	155N	100W	27	SW4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
Irene L. Sperle, individually and as Trustee and Norman Elmer Sperle, a/k/a Norman Sperle, a/k/a Norma E Sperle, Trustee of the Sperle Revocable Inter Vivos Trust, a/k/a Norman and Irene Sperle Trust	Diamond Resources, Inc.	28-Aug-08	659114	155N	100W	32	E2SW4	Williams	ND	80	BEAGLE 1-32H
Irene L. Sperle, individually and as Trustee and Norman Elmer Sperle, a/k/a Norman Sperle, a/k/a Norma E Sperle, Trustee of the Sperle Revocable Inter Vivos Trust, a/k/a Norman and Irene Sperle Trust	Diamond Resources, Inc.	28-Aug-08	659114	155N	100W	32	W2SE4	Williams	ND	80	BEAGLE 1-32H
Mary J. Borrud, A widow	Diamond Resources, Inc.	4-Sep-08	659433	155N	100W	32	SW4SW4	Williams	ND	40	BEAGLE 1-32H
June Ford, a/k/a June L. Ford, a widow	Diamond Resources, Inc.	4-Sep-08	659435	155N	100W	32	SW4SW4	Williams	ND	40	BEAGLE 1-32H
Donald Thompson and Mae Thompson, husband and wife	Diamond Resources, Inc.	4-Sep-08	659436	155N	100W	32	SW4SW4	Williams	ND	40	BEAGLE 1-32H
Joseph C. Schell, a single man	Diamond Resources, Inc.	3-Sep-08	659438	155N	100W	27	NW4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
Gloria A. Covlin, a widow	Diamond Resources, Inc.	26-Aug-08	659445	155N	100W	27	SW4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
John E. Beard, a/k/a John Edward Beard, individually and as Trustee of the Darrel W. Beard Trust executed 5-24-91	Diamond Resources, Inc.	28-Aug-08	659447	155N	100W	22	W2NW4	Williams	ND	80	JAGUAR 1-22H
John E. Beard, a/k/a John Edward Beard, individually and as Trustee of the Darrel W. Beard Trust executed 5-24-91	Diamond Resources, Inc.	28-Aug-08	659447	155N	100W	20	S2NE4	Williams	ND	80	LEOPARD 20-17 1H
John E. Beard, a/k/a John Edward Beard, individually and as Trustee of the Darrel W. Beard Trust executed 5-24-91	Diamond Resources, Inc.	28-Aug-08	659447	155N	100W	20	SE4NW4	Williams	ND	40	LEOPARD 20-17 1H
John E. Beard, a/k/a John Edward Beard, individually and as Trustee of the Margaret J. Beard Trust executed 5-24-91	Diamond Resources, Inc.	28-Aug-08	659448	155N	100W	22	W2NW4	Williams	ND	80	JAGUAR 1-22H
John E. Beard, a/k/a John Edward Beard, individually and as Trustee of the Margaret J. Beard Trust executed 5-24-91	Diamond Resources, Inc.	28-Aug-08	659448	155N	100W	20	S2NE4	Williams	ND	80	LEOPARD 20-17 1H
John E. Beard, a/k/a John Edward Beard, individually and as Trustee of the Margaret J. Beard Trust executed 5-24-91	Diamond Resources, Inc.	28-Aug-08	659448	155N	100W	20	SE4NW4	Williams	ND	40	LEOPARD 20-17 1H
Allan L. Covlin and Virginia Covlin, husband and wife	Diamond Resources, Inc.	26-Aug-08	659451	155N	100W	27	SW4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
Robin Adele Fragoso, a/k/a Robin Fragoso, a single woman	Diamond Resources, Inc.	14-Aug-08	659456	155N	100W	22	W2NW4	Williams	ND	80	JAGUAR 1-22H
Robin Adele Fragoso, a/k/a Robin Fragoso, a single woman	Diamond Resources, Inc.	14-Aug-08	659456	155N	100W	20	S2NE4	Williams	ND	80	LEOPARD 20-17 1H
Robin Adele Fragoso, a/k/a Robin Fragoso, a single woman	Diamond Resources, Inc.	14-Aug-08	659456	155N	100W	20	SE4NW4	Williams	ND	40	LEOPARD 20-17 1H

**Exhibit A - Lease Schedule
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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Faith United Methodist Church of Williston, Inc., f/k/a Methodist Church of Williston	Diamond Resources, Inc.	28-Aug-08	659458	155N	100W	24	NE4	Williams	ND	160	SABERTOOTH 1-24H
Faith United Methodist Church of Williston, Inc., f/k/a Methodist Church of Williston	Diamond Resources, Inc.	28-Aug-08	659458	155N	100W	24	NW4	Williams	ND	160	SABERTOOTH 1-24H
Faith United Methodist Church of Williston, Inc., f/k/a Methodist Church of Williston	Diamond Resources, Inc.	28-Aug-08	659458	155N	100W	23	N2NE4	Williams	ND	80	TIGER 1-23H
Faith United Methodist Church of Williston, Inc., f/k/a Methodist Church of Williston	Diamond Resources, Inc.	28-Aug-08	659458	155N	100W	23	NW4SE4	Williams	ND	40	TIGER 1-23H
Faith United Methodist Church of Williston, Inc., f/k/a Methodist Church of Williston	Diamond Resources, Inc.	28-Aug-08	659458	155N	100W	23	SW4NE4	Williams	ND	40	TIGER 1-23H
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	155N	100W	24	NE4	Williams	ND	160	SABERTOOTH 1-24H
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	155N	100W	24	NW4	Williams	ND	160	SABERTOOTH 1-24H
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	155N	100W	23	N2NE4	Williams	ND	80	TIGER 1-23H
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	155N	100W	23	NW4SE4	Williams	ND	40	TIGER 1-23H
Helm Energy, LLC, f/k/a Willoco, LLC	Diamond Resources, Inc.	10-Sep-08	659683	155N	100W	23	SW4NE4	Williams	ND	40	TIGER 1-23H
Dede Felicity Waller, a married woman	Diamond Resources, Inc.	10-Sep-08	659686	155N	100W	22	W2NW4	Williams	ND	80	JAGUAR 1-22H
Cathy Lynn Henry, a married woman	Diamond Resources, Inc.	14-Sep-08	659688	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Corey Sasano, a married woman	Diamond Resources, Inc.	28-Aug-08	659689	155N	100W	22	W2NW4	Williams	ND	80	JAGUAR 1-22H
Corey Sasano, a married woman	Diamond Resources, Inc.	28-Aug-08	659689	155N	100W	22	W2NW4	Williams	ND	80	JAGUAR 1-22H
Paul Jorgenson, a/k/a Paul H. Jorgenson and Diane Jorgenson, husband and wife	Diamond Resources, Inc.	5-Sep-08	659690	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Evelyn E. Thomas and Robert J. Thomas, her husband	Diamond Resources, Inc.	4-Sep-08	659696	155N	100W	35	A TRACT IN SE4SW4 LYING EAST OF RR RIGHT OF WAY	Williams	ND	11.02	COUGAR 1-35H
Donna Borden, a/k/a Donna Jean Borden, f/k/a Donna Tierney, f/k/a Donna Jean Brown, f/k/a Donna Jean Schmidt, a married woman	Diamond Resources, Inc.	5-Sep-08	659711	155N	100W	24	NE4	Williams	ND	160	SABERTOOTH 1-24H
Donna Borden, a/k/a Donna Jean Borden, f/k/a Donna Tierney, f/k/a Donna Jean Brown, f/k/a Donna Jean Schmidt, a married woman	Diamond Resources, Inc.	5-Sep-08	659711	155N	100W	24	NW4	Williams	ND	160	SABERTOOTH 1-24H
Donna Borden, a/k/a Donna Jean Borden, f/k/a Donna Tierney, f/k/a Donna Jean Brown, f/k/a Donna Jean Schmidt, a married woman	Diamond Resources, Inc.	5-Sep-08	659711	155N	100W	23	N2NE4	Williams	ND	80	TIGER 1-23H
Donna Borden, a/k/a Donna Jean Borden, f/k/a Donna Tierney, f/k/a Donna Jean Brown, f/k/a Donna Jean Schmidt, a married woman	Diamond Resources, Inc.	5-Sep-08	659711	155N	100W	23	NW4SE4	Williams	ND	40	TIGER 1-23H
Donna Borden, a/k/a Donna Jean Borden, f/k/a Donna Tierney, f/k/a Donna Jean Brown, f/k/a Donna Jean Schmidt, a married woman	Diamond Resources, Inc.	5-Sep-08	659711	155N	100W	23	SW4NE4	Williams	ND	40	TIGER 1-23H
Wanda Keel, a single woman	Diamond Resources, Inc.	15-Sep-08	660101	155N	100W	35	A TRACT IN SE4SW4	Williams	ND	5	COUGAR 1-35H
Tricia Steffan, a married woman	Diamond Resources, Inc.	13-Sep-08	660108	155N	100W	24	NE4	Williams	ND	160	SABERTOOTH 1-24H
Tricia Steffan, a married woman	Diamond Resources, Inc.	13-Sep-08	660108	155N	100W	24	NW4	Williams	ND	160	SABERTOOTH 1-24H
Tricia Steffan, a married woman	Diamond Resources, Inc.	13-Sep-08	660108	155N	100W	23	N2NE4	Williams	ND	80	TIGER 1-23H
Tricia Steffan, a married woman	Diamond Resources, Inc.	13-Sep-08	660108	155N	100W	23	NW4SE4	Williams	ND	40	TIGER 1-23H
Tricia Steffan, a married woman	Diamond Resources, Inc.	13-Sep-08	660108	155N	100W	23	SW4NE4	Williams	ND	40	TIGER 1-23H
Virginia King Tuss, a/k/a Virginia Tuss, a widow	Diamond Resources, Inc.	4-Sep-08	660111	155N	100W	35	A TRACT IN SE4SW4 LYING EAST OF RR RIGHT OF WAY	Williams	ND	11.02	COUGAR 1-35H
Vivian Meyer, a married woman	Diamond Resources, Inc.	15-Sep-08	660112	155N	100W	35	A TRACT IN SE4SW4	Williams	ND	5	COUGAR 1-35H
Richard Thompson, a married man	Diamond Resources, Inc.	13-Sep-08	660117	155N	100W	32	SW4SW4	Williams	ND	40	BEAGLE 1-32H
Jay Anseth, a married man	Diamond Resources, Inc.	13-Sep-08	660118	155N	100W	24	NE4	Williams	ND	160	SABERTOOTH 1-24H
Jay Anseth, a married man	Diamond Resources, Inc.	13-Sep-08	660118	155N	100W	24	NW4	Williams	ND	160	SABERTOOTH 1-24H
Jay Anseth, a married man	Diamond Resources, Inc.	13-Sep-08	660118	155N	100W	23	N2NE4	Williams	ND	80	TIGER 1-23H
Jay Anseth, a married man	Diamond Resources, Inc.	13-Sep-08	660118	155N	100W	23	NW4SE4	Williams	ND	40	TIGER 1-23H
Jay Anseth, a married man	Diamond Resources, Inc.	13-Sep-08	660118	155N	100W	23	SW4NE4	Williams	ND	40	TIGER 1-23H
Linda Kay Sudderth, a single woman	Diamond Resources, Inc.	14-Sep-08	660119	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Howard Sohn, Trustee of the Fohs-Sohn Oil & Gas Trust	Diamond Resources, Inc.	16-Sep-08	660121	155N	100W	24	NE4	Williams	ND	160	SABERTOOTH 1-24H
Howard Sohn, Trustee of the Fohs-Sohn Oil & Gas Trust	Diamond Resources, Inc.	16-Sep-08	660121	155N	100W	24	NW4	Williams	ND	160	SABERTOOTH 1-24H
Howard Sohn, Trustee of the Fohs-Sohn Oil & Gas Trust	Diamond Resources, Inc.	16-Sep-08	660121	155N	100W	23	N2NE4	Williams	ND	80	TIGER 1-23H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Howard Sohn, Trustee of the Fohs-Sohn Oil & Gas Trust	Diamond Resources, Inc.	16-Sep-08	660121	155N	100W	23	NW4SE4	Williams	ND	40	TIGER 1-23H
Howard Sohn, Trustee of the Fohs-Sohn Oil & Gas Trust	Diamond Resources, Inc.	16-Sep-08	660121	155N	100W	23	SW4NE4	Williams	ND	40	TIGER 1-23H
Kristi Anseth, a married woman	Diamond Resources, Inc.	13-Sep-08	660685	155N	100W	24	NE4	Williams	ND	160	SABERTOOTH 1-24H
Kristi Anseth, a married woman	Diamond Resources, Inc.	13-Sep-08	660685	155N	100W	24	NW4	Williams	ND	160	SABERTOOTH 1-24H
Kristi Anseth, a married woman	Diamond Resources, Inc.	13-Sep-08	660685	155N	100W	23	N2NE4	Williams	ND	80	TIGER 1-23H
Kristi Anseth, a married woman	Diamond Resources, Inc.	13-Sep-08	660685	155N	100W	23	NW4SE4	Williams	ND	40	TIGER 1-23H
Kristi Anseth, a married woman	Diamond Resources, Inc.	13-Sep-08	660685	155N	100W	23	SW4NE4	Williams	ND	40	TIGER 1-23H
Jeremy Sasano, a single man	Diamond Resources, Inc.	28-Aug-08	660687	155N	100W	22	W2NW4	Williams	ND	80	JAGUAR 1-22H
Siri Njos, a married woman	Diamond Resources, Inc.	13-Sep-08	660691	155N	100W	24	NE4	Williams	ND	160	SABERTOOTH 1-24H
Siri Njos, a married woman	Diamond Resources, Inc.	13-Sep-08	660691	155N	100W	24	NW4	Williams	ND	160	SABERTOOTH 1-24H
Siri Njos, a married woman	Diamond Resources, Inc.	13-Sep-08	660691	155N	100W	23	N2NE4	Williams	ND	80	TIGER 1-23H
Siri Njos, a married woman	Diamond Resources, Inc.	13-Sep-08	660691	155N	100W	23	NW4SE4	Williams	ND	40	TIGER 1-23H
Siri Njos, a married woman	Diamond Resources, Inc.	13-Sep-08	660691	155N	100W	23	SW4NE4	Williams	ND	40	TIGER 1-23H
Mary Ann Stensrud, a married woman	Diamond Resources, Inc.	14-Sep-08	660699	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Audrey Liudahl, a widow	Diamond Resources, Inc.	13-Oct-08	660989	155N	100W	32	E2SE4	Williams	ND	80	BEAGLE 1-32H
Audrey Liudahl, a widow	Diamond Resources, Inc.	13-Oct-08	660989	155N	100W	32	NW4SW4	Williams	ND	40	BEAGLE 1-32H
Audrey Liudahl, a widow	Diamond Resources, Inc.	13-Oct-08	660989	155N	100W	32	S2N2	Williams	ND	160	BEAGLE 1-32H
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	155N	100W	22	NE4	Williams	ND	160	JAGUAR 1-22H
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	155N	100W	22	SE4	Williams	ND	160	JAGUAR 1-22H
Furlong Oil and Mineral Company	Diamond Resources, Inc.	8-Oct-08	661324	155N	100W	27	NW4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
Paul Monson, a/k/a Paul R. Monson, a single man	Diamond Resources, Inc.	13-Sep-08	661643	155N	100W	32	SW4SW4	Williams	ND	40	BEAGLE 1-32H
PJL, Inc.	Diamond Resources, Inc.	20-Oct-08	662252	155N	100W	23	SW4	Williams	ND	160	TIGER 1-23H
PJL, Inc.	Diamond Resources, Inc.	20-Oct-08	662253	155N	100W	26	NW4	Williams	ND	160	PUMA 1-26H
PJL, Inc.	Diamond Resources, Inc.	20-Oct-08	662253	155N	100W	26	S2NE4	Williams	ND	80	PUMA 1-26H
Lyle R. Nelson, a married man	Diamond Resources, Inc.	6-Nov-08	662631	153N	99W	2	Lot 2 (39.89)	Williams	ND	39.89	GUST 2-11 1H
Lyle R. Nelson, a married man	Diamond Resources, Inc.	6-Nov-08	662631	153N	99W	2	Lot 3 (39.95)	Williams	ND	39.95	GUST 2-11 1H
Lyle R. Nelson, a married man	Diamond Resources, Inc.	6-Nov-08	662631	153N	99W	2	N2SE4	Williams	ND	80	GUST 2-11 1H
Lyle R. Nelson, a married man	Diamond Resources, Inc.	6-Nov-08	662631	153N	99W	2	S2NE4	Williams	ND	80	GUST 2-11 1H
Lyle R. Nelson, a married man	Diamond Resources, Inc.	6-Nov-08	662631	153N	99W	2	SE4NW4	Williams	ND	40	GUST 2-11 1H
ADM Milling Co., f/k/a Harvest Queen Mill & Elevator Company	Diamond Resources, Inc.	4-Nov-08	662894	155N	100W	26	NW4	Williams	ND	160	PUMA 1-26H
ADM Milling Co., f/k/a Harvest Queen Mill & Elevator Company	Diamond Resources, Inc.	4-Nov-08	662894	155N	100W	26	S2NE4	Williams	ND	80	PUMA 1-26H
ADM Milling Co., f/k/a Harvest Queen Mill & Elevator Company	Diamond Resources, Inc.	4-Nov-08	662894	155N	100W	23	SW4	Williams	ND	160	TIGER 1-23H
Vickie I. Perry, f/k/a Vickie I. Nelson, a married woman	Diamond Resources, Inc.	6-Nov-08	662902	153N	99W	2	Lot 2 (39.89)	Williams	ND	39.89	GUST 2-11 1H
Vickie I. Perry, f/k/a Vickie I. Nelson, a married woman	Diamond Resources, Inc.	6-Nov-08	662902	153N	99W	2	Lot 3 (39.95)	Williams	ND	39.95	GUST 2-11 1H
Vickie I. Perry, f/k/a Vickie I. Nelson, a married woman	Diamond Resources, Inc.	6-Nov-08	662902	153N	99W	2	N2SE4	Williams	ND	80	GUST 2-11 1H
Vickie I. Perry, f/k/a Vickie I. Nelson, a married woman	Diamond Resources, Inc.	6-Nov-08	662902	153N	99W	2	S2NE4	Williams	ND	80	GUST 2-11 1H
Vickie I. Perry, f/k/a Vickie I. Nelson, a married woman	Diamond Resources, Inc.	6-Nov-08	662902	153N	99W	2	SE4NW4	Williams	ND	40	GUST 2-11 1H
Barry V. Nelson, a married man	Diamond Resources, Inc.	6-Nov-08	662903	153N	99W	2	Lot 2 (39.89)	Williams	ND	39.89	GUST 2-11 1H
Barry V. Nelson, a married man	Diamond Resources, Inc.	6-Nov-08	662903	153N	99W	2	Lot 3 (39.95)	Williams	ND	39.95	GUST 2-11 1H
Barry V. Nelson, a married man	Diamond Resources, Inc.	6-Nov-08	662903	153N	99W	2	N2SE4	Williams	ND	80	GUST 2-11 1H
Barry V. Nelson, a married man	Diamond Resources, Inc.	6-Nov-08	662903	153N	99W	2	S2NE4	Williams	ND	80	GUST 2-11 1H
Barry V. Nelson, a married man	Diamond Resources, Inc.	6-Nov-08	662903	153N	99W	2	SE4NW4	Williams	ND	40	GUST 2-11 1H
Ardis C. Hagg, f/k/a Ardis C. Biedler, a single woman	Diamond Resources, Inc.	17-Nov-08	662904	153N	99W	2	Lot 2 (39.89)	Williams	ND	39.89	GUST 2-11 1H
Ardis C. Hagg, f/k/a Ardis C. Biedler, a single woman	Diamond Resources, Inc.	17-Nov-08	662904	153N	99W	2	Lot 3 (39.95)	Williams	ND	39.95	GUST 2-11 1H
Ardis C. Hagg, f/k/a Ardis C. Biedler, a single woman	Diamond Resources, Inc.	17-Nov-08	662904	153N	99W	2	N2SE4	Williams	ND	80	GUST 2-11 1H
Ardis C. Hagg, f/k/a Ardis C. Biedler, a single woman	Diamond Resources, Inc.	17-Nov-08	662904	153N	99W	2	S2NE4	Williams	ND	80	GUST 2-11 1H
Ardis C. Hagg, f/k/a Ardis C. Biedler, a single woman	Diamond Resources, Inc.	17-Nov-08	662904	153N	99W	2	SE4NW4	Williams	ND	40	GUST 2-11 1H
Gordon E. Nelson, a single man	Diamond Resources, Inc.	6-Nov-08	663537	153N	99W	2	Lot 2 (39.89)	Williams	ND	39.89	GUST 2-11 1H
Gordon E. Nelson, a single man	Diamond Resources, Inc.	6-Nov-08	663537	153N	99W	2	Lot 3 (39.95)	Williams	ND	39.95	GUST 2-11 1H
Gordon E. Nelson, a single man	Diamond Resources, Inc.	6-Nov-08	663537	153N	99W	2	N2SE4	Williams	ND	80	GUST 2-11 1H
Gordon E. Nelson, a single man	Diamond Resources, Inc.	6-Nov-08	663537	153N	99W	2	S2NE4	Williams	ND	80	GUST 2-11 1H
Gordon E. Nelson, a single man	Diamond Resources, Inc.	6-Nov-08	663537	153N	99W	2	SE4NW4	Williams	ND	40	GUST 2-11 1H

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Marlin C. Hanson and Wanda Hanson, husband and wife	Diamond Resources, Inc.	24-May-09	664472	154N	99W	27	N2NW4	Williams	ND	80	MARLIN 27-34 1H
Thelma C. Hagen, a widow	Diamond Resources, Inc.	14-May-09	664475	154N	99W	21	N2N2	Williams	ND	160	THELMA 1-21H
Arlis Haug and Marin C. Haug, her husband	Diamond Resources, Inc.	24-May-09	664476	154N	99W	27	N2NW4	Williams	ND	80	MARLIN 27-34 1H
Carol Ann Scheufler, a/k/a Carol Scheufler and Paul C. Scheufler, her husband	Diamond Resources, Inc.	25-May-09	664812	154N	99W	21	N2SW4, S2NW4	Williams	ND	160	THELMA 1-21H
Shirley Van Horn, a married woman	Diamond Resources, Inc.	23-Jan-09	665173	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
David G. Mork and Marilyn K. Mork, husband and wife	Diamond Resources, Inc.	2-Feb-09	665174	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
June Adams Wallace, a/k/a June Adams, f/k/a June Adams Soelberg, a widow	Diamond Resources, Inc.	14-Jan-09	665196	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
June Adams Wallace, a/k/a June Adams, f/k/a June Adams Soelberg, a widow	Diamond Resources, Inc.	14-Jan-09	665196	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Beverley Jean Mathern Bleken, a single woman	Diamond Resources, Inc.	25-May-09	665200	154N	99W	21	N2SW4	Williams	ND	80	THELMA 1-21H
Beverley Jean Mathern Bleken, a single woman	Diamond Resources, Inc.	25-May-09	665200	154N	99W	21	S2NW4	Williams	ND	80	THELMA 1-21H
Inland Oil & Gas Corporation	Diamond Resources, Inc.	11-Feb-09	665533	155N	100W	22	NE4	Williams	ND	160	JAGUAR 1-22H
Inland Oil & Gas Corporation	Diamond Resources, Inc.	11-Feb-09	665533	155N	100W	22	SE4	Williams	ND	160	JAGUAR 1-22H
Inland Oil & Gas Corporation	Diamond Resources, Inc.	11-Feb-09	665533	155N	100W	27	NW4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
Marshall & Winston, Inc.	Diamond Resources, Inc.	3-Feb-09	665536	155N	100W	27	SE4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
Peggy Jo Moore and Judith Ann Buxton, and Terry R. Moore as Co-Trustees of the R.E. Moore Trust #1	Diamond Resources, Inc.	29-Jan-09	666115	155N	100W	35	A TRACT IN SE¼SW¼ LYING E OF RR RIGHT OF WAY	Williams	ND	22	COUGAR 1-35H
Peggy Jo Moore and Judith Ann Buxton, and Terry R. Moore as Co-Trustees of the R.E. Moore Trust #1	Diamond Resources, Inc.	29-Jan-09	666115	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Vantage Exploration, LLC	Diamond Resources, Inc.	27-Feb-09	666454	155N	100W	22	NE4	Williams	ND	160	JAGUAR 1-22H
Vantage Exploration, LLC	Diamond Resources, Inc.	27-Feb-09	666454	155N	100W	22	SE4	Williams	ND	160	JAGUAR 1-22H
Vantage Exploration, LLC	Diamond Resources, Inc.	27-Feb-09	666455	155N	100W	27	NW4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
Robert E. Scott and Dorothy R. Scott, husband and wife	Diamond Resources, Inc.	6-Mar-09	666456	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Robert E. Scott and Dorothy R. Scott, husband and wife	Diamond Resources, Inc.	6-Mar-09	666456	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Andrea R. Scott, a widow	Diamond Resources, Inc.	12-Mar-09	666969	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Andrea R. Scott, a widow	Diamond Resources, Inc.	12-Mar-09	666969	155N	100W	14	S2	Williams	ND	320	LION 1-14H
The Hamill Foundation	Diamond Resources, Inc.	23-Feb-09	667288	155N	100W	28	N2SE4	Williams	ND	80	BEAR CAT 33-28 1H
The Hamill Foundation	Diamond Resources, Inc.	23-Feb-09	667288	155N	100W	28	S2NE4	Williams	ND	80	BEAR CAT 33-28 1H
Alva J. Field Memorial Trust	Diamond Resources, Inc.	26-Mar-09	667289	155N	100W	20	SW4NW4	Williams	ND	40	LEOPARD 20-17 1H
Alva J. Field Memorial Trust	Diamond Resources, Inc.	26-Mar-09	667289	155N	100W	20	W2SW4	Williams	ND	80	LEOPARD 20-17 1H
Richard Aslakson and Sylvia Aslakson, a/k/a Sylvia J. Aslakson, wife	Diamond Resources, Inc.	30-Mar-09	667293	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Richard Aslakson and Sylvia Aslakson, a/k/a Sylvia J. Aslakson, wife	Diamond Resources, Inc.	30-Mar-09	667293	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Fred John Williams, Jr., a married man	Diamond Resources, Inc.	6-Mar-09	667296	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Fred John Williams, Jr., a married man	Diamond Resources, Inc.	6-Mar-09	667296	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Paul Aslakson, a/k/a Paul F. Aslakson and Mayvis Aslakson, a/k/a Mvis Aslakson, a/k/a Mayvis J. Aslakson, a/k/a Mavis J. Aslakson, husband and wife	Diamond Resources, Inc.	30-Mar-09	667298	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Paul Aslakson, a/k/a Paul F. Aslakson and Mayvis Aslakson, a/k/a Mvis Aslakson, a/k/a Mayvis J. Aslakson, a/k/a Mavis J. Aslakson, husband and wife	Diamond Resources, Inc.	30-Mar-09	667298	155N	100W	14	S2	Williams	ND	320	LION 1-14H
American Cancer Society North Dakota Division, Inc., a/k/a American Cancer Society	Diamond Resources, Inc.	20-Mar-09	667412	155N	100W	24	NE4	Williams	ND	160	SABERTOOTH 1-24H
American Cancer Society North Dakota Division, Inc., a/k/a American Cancer Society	Diamond Resources, Inc.	20-Mar-09	667412	155N	100W	24	NW4	Williams	ND	160	SABERTOOTH 1-24H
American Cancer Society North Dakota Division, Inc., a/k/a American Cancer Society	Diamond Resources, Inc.	20-Mar-09	667412	155N	100W	23	N2NE4	Williams	ND	80	TIGER 1-23H
American Cancer Society North Dakota Division, Inc., a/k/a American Cancer Society	Diamond Resources, Inc.	20-Mar-09	667412	155N	100W	23	NW4SE4	Williams	ND	40	TIGER 1-23H
American Cancer Society North Dakota Division, Inc., a/k/a American Cancer Society	Diamond Resources, Inc.	20-Mar-09	667412	155N	100W	23	SW4NE4	Williams	ND	40	TIGER 1-23H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Steven A. Brooks	Diamond Resources, Inc.	31-Mar-09	667413	155N	100W	20	N2SE4 Less 3.0 Acre Tract in NE4SE4	Williams	ND	76.8	LEOPARD 20-17 1H
Steven A. Brooks	Diamond Resources, Inc.	31-Mar-09	667413	155N	100W	20	NE4SW4	Williams	ND	40	LEOPARD 20-17 1H
Panhandle Oil and Gas Inc.	Diamond Resources, Inc.	2-Jan-09	667414	155N	100W	26	NW4	Williams	ND	160	PUMA 1-26H
Panhandle Oil and Gas Inc.	Diamond Resources, Inc.	2-Jan-09	667414	155N	100W	26	S2NE4	Williams	ND	80	PUMA 1-26H
Monte Sandwick, a married man	Diamond Resources, Inc.	16-Mar-09	667415	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Gerald G. Colling, a widower	Diamond Resources, Inc.	3-Apr-09	667417	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Gerald G. Colling, a widower	Diamond Resources, Inc.	3-Apr-09	667417	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Thea R. Witt, a/k/a Thea Witt, a/k/a Thea R. Maguire, a married woman	Diamond Resources, Inc.	31-Mar-09	667418	155N	100W	20	N2SE4 LESS 3.0 ACRE TRACT IN NE4SE4	Williams	ND	77	LEOPARD 20-17 1H
Thea R. Witt, a/k/a Thea Witt, a/k/a Thea R. Maguire, a married woman	Diamond Resources, Inc.	31-Mar-09	667418	155N	100W	20	NE4SW4	Williams	ND	40	LEOPARD 20-17 1H
Bauer Family L.L.P., a North Dakota Limited Liability Partnership	Diamond Resources, Inc.	31-Mar-09	667419	155N	100W	28	N2SE4	Williams	ND	80	BEAR CAT 33-28 1H
Bauer Family L.L.P., a North Dakota Limited Liability Partnership	Diamond Resources, Inc.	31-Mar-09	667419	155N	100W	28	S2NE4	Williams	ND	80	BEAR CAT 33-28 1H
Harrison J. Gruschus, individually and as trustee of the trust for Harrison Gruschus, JR., James Gruschus and Thomas Gruschus	Diamond Resources, Inc.	20-Jan-09	667862	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Jean T. Greengard, a widow	Diamond Resources, Inc.	30-Mar-09	668242	155N	100W	20	N2SE4 LESS 3.0 ACRE TRACT IN NE4SE4	Williams	ND	76.8	LEOPARD 20-17 1H
Jean T. Greengard, a widow	Diamond Resources, Inc.	30-Mar-09	668242	155N	100W	20	NE4SW4	Williams	ND	40	LEOPARD 20-17 1H
Marcia L. Greengard, a/k/a Marcia Greengard, a widow, individually and as Trustee of the Greengard Living Trust	Diamond Resources, Inc.	30-Mar-09	668594	155N	100W	20	N2SE4 LESS 3.0 ACRE TRACT IN NE4SE4	Williams	ND	77	LEOPARD 20-17 1H
Marcia L. Greengard, a/k/a Marcia Greengard, a widow, individually and as Trustee of the Greengard Living Trust	Diamond Resources, Inc.	30-Mar-09	668594	155N	100W	20	NE4SW4	Williams	ND	40	LEOPARD 20-17 1H
Arlis Haug and Martin C. Haug, her husband	Diamond Resources, Inc.	24-May-10	676042	154N	99W	21	S2NE4	Williams	ND	80	THELMA 1-21H
Arlis Haug and Martin C. Haug, her husband	Diamond Resources, Inc.	24-May-10	676042	154N	99W	21	S2SW4	Williams	ND	80	THELMA 1-21H
Arlis Haug and Martin C. Haug, her husband	Diamond Resources, Inc.	24-May-10	676042	154N	99W	21	SE4	Williams	ND	160	THELMA 1-21H
Jerome Hanson, a married man	Diamond Resources, Inc.	24-May-10	676043	154N	99W	21	S2NE4	Williams	ND	80	THELMA 1-21H
Jerome Hanson, a married man	Diamond Resources, Inc.	24-May-10	676043	154N	99W	21	S2SW4	Williams	ND	80	THELMA 1-21H
Jerome Hanson, a married man	Diamond Resources, Inc.	24-May-10	676043	154N	99W	21	SE4	Williams	ND	160	THELMA 1-21H
Jerome O. Hanson, Attorney-in-Fact for Hilda O. Hanson, a widow	Diamond Resources, Inc.	24-May-10	676044	154N	99W	21	S2NE4	Williams	ND	80	THELMA 1-21H
Jerome O. Hanson, Attorney-in-Fact for Hilda O. Hanson, a widow	Diamond Resources, Inc.	24-May-10	676044	154N	99W	21	S2SW4	Williams	ND	80	THELMA 1-21H
Jerome O. Hanson, Attorney-in-Fact for Hilda O. Hanson, a widow	Diamond Resources, Inc.	24-May-10	676044	154N	99W	21	SE4	Williams	ND	160	THELMA 1-21H
Marlin C. Hanson and Wanda Hanson, husband and wife	Diamond Resources, Inc.	24-May-10	676045	154N	99W	21	S2NE4	Williams	ND	80	THELMA 1-21H
Marlin C. Hanson and Wanda Hanson, husband and wife	Diamond Resources, Inc.	24-May-10	676045	154N	99W	21	S2SW4	Williams	ND	80	THELMA 1-21H
Marlin C. Hanson and Wanda Hanson, husband and wife	Diamond Resources, Inc.	24-May-10	676045	154N	99W	21	SE4	Williams	ND	160	THELMA 1-21H
Robert John Lynch, a married man	Diamond Resources, Inc.	2-Dec-09	678313	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Arthur M. Lynch, a married man	Diamond Resources, Inc.	2-Dec-09	678314	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Charles Joseph Lynch and Beverly Lynch, husband and wife	Diamond Resources, Inc.	2-Dec-09	678315	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Gene W. Doyle, a married man	Diamond Resources, Inc.	4-Dec-09	678733	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Eva Carlson, f/k/a Eva E. Lynch, a married woman	Diamond Resources, Inc.	4-Dec-09	678734	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Joel Leapaldt, a widower	Diamond Resources, Inc.	8-Dec-09	678735	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Delores C. Hackenburg, a widow	Diamond Resources, Inc.	18-Dec-09	679444	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Leonard W. Lynch and Marvel Lynch, husband and wife	Diamond Resources, Inc.	2-Dec-09	679445	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Maxine Spetnagel, a widow	Diamond Resources, Inc.	22-Jan-10	681987	154N	99W	27	S2SW4	Williams	ND	80	MARLIN 27-34 1H
Maxine Spetnagel, a widow	Diamond Resources, Inc.	22-Jan-10	681987	154N	99W	27	SW4SE4	Williams	ND	40	MARLIN 27-34 1H
Steve A. Tofte, a/k/a Steve Tofte	Diamond Resources, Inc.	14-Jan-10	682331	154N	99W	27	N2S2	Williams	ND	160	MARLIN 27-34 1H
Steve A. Tofte, a/k/a Steve Tofte	Diamond Resources, Inc.	14-Jan-10	682331	154N	99W	27	S2N2	Williams	ND	160	MARLIN 27-34 1H
Steve A. Tofte, a/k/a Steve Tofte	Diamond Resources, Inc.	14-Jan-10	682331	154N	99W	27	SE4SE4	Williams	ND	40	MARLIN 27-34 1H
Steve A. Tofte, a/k/a Steve Tofte	Diamond Resources, Inc.	14-Jan-10	682331	154N	99W	25	SW4SW4	Williams	ND	40	THUNDERBIRD 25-36 1H
Pat R. Doyle, a married man	Diamond Resources, Inc.	10-Sep-10	683028	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Pat R. Doyle, a married man	Diamond Resources, Inc.	10-Sep-10	683028	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Pat R. Doyle, a married man	Diamond Resources, Inc.	10-Sep-10	683028	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Harley Doyle, a single man	Diamond Resources, Inc.	10-Sep-10	683029	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Harley Doyle, a single man	Diamond Resources, Inc.	10-Sep-10	683029	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Harley Doyle, a single man	Diamond Resources, Inc.	10-Sep-10	683029	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Harley Doyle, a single man	Diamond Resources, Inc.	10-Sep-10	683029	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Sue Lynette Ainsworth	Diamond Resources, Inc.	20-Sep-10	683030	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Sue Lynette Ainsworth	Diamond Resources, Inc.	20-Sep-10	683030	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Sue Lynette Ainsworth	Diamond Resources, Inc.	20-Sep-10	683030	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Sue Lynette Ainsworth	Diamond Resources, Inc.	20-Sep-10	683030	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Donald E. Doyle, a married man	Diamond Resources, Inc.	10-Sep-10	683031	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Donald E. Doyle, a married man	Diamond Resources, Inc.	10-Sep-10	683031	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Donald E. Doyle, a married man	Diamond Resources, Inc.	10-Sep-10	683031	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Donald E. Doyle, a married man	Diamond Resources, Inc.	10-Sep-10	683031	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Dorothy Hatten, a widow	Diamond Resources, Inc.	5-Mar-10	684242	155N	100W	24	NW4	Williams	ND	160	SABERTOOTH 1-24H
Emil Greengard, a married man	Diamond Resources, Inc.	5-Mar-10	684242	155N	100W	24	NW4	Williams	ND	160	SABERTOOTH 1-24H
Dorothy Hatten, a widow	Diamond Resources, Inc.	24-Feb-10	684244	155N	100W	23	N2NE4	Williams	ND	80	TIGER 1-23H
Dorothy Hatten, a widow	Diamond Resources, Inc.	24-Feb-10	684244	155N	100W	23	NW4SE4	Williams	ND	40	TIGER 1-23H
Dorothy Hatten, a widow	Diamond Resources, Inc.	24-Feb-10	684244	155N	100W	23	SW4NE4	Williams	ND	40	TIGER 1-23H
Jeanette Lara, f/k/a Jeanette Schroeder, a married woman	Diamond Resources, Inc.	30-Aug-10	684246	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Deborah Ann Julander, f/k/a Deborah Ann Leaverton	Diamond Resources, Inc.	25-Sep-10	684254	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Deborah Ann Julander, f/k/a Deborah Ann Leaverton	Diamond Resources, Inc.	25-Sep-10	684254	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Deborah Ann Julander, f/k/a Deborah Ann Leaverton	Diamond Resources, Inc.	25-Sep-10	684254	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Deborah Ann Julander, f/k/a Deborah Ann Leaverton	Diamond Resources, Inc.	25-Sep-10	684254	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Margaret B. Meek, a married woman	Diamond Resources, Inc.	15-Mar-10	684575	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Anna Mary MacDonald, a/k/a Anna Mary McDonald, f/k/a Anna Mary T. Lynch, a widow	Diamond Resources, Inc.	17-Mar-10	685053	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Sylvia E. Schmid, a/k/a Sylvia Schmid and Donald L. Schmid, her husband	Diamond Resources, Inc.	2-Apr-10	685948	155N	100W	32	E2SW4	Williams	ND	80	BEAGLE 1-32H
Sylvia E. Schmid, a/k/a Sylvia Schmid and Donald L. Schmid, her husband	Diamond Resources, Inc.	2-Apr-10	685948	155N	100W	32	W2SE4	Williams	ND	80	BEAGLE 1-32H
Eugene H. Krug and Sandra L. Krug, as Trustees of the Krug Trust dated February 24, 1988	Diamond Resources, Inc.	16-Apr-07	685977	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Eugene H. Krug and Sandra L. Krug, as Trustees of the Krug Trust dated February 24, 1988	Diamond Resources, Inc.	16-Apr-07	685977	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Eugene H. Krug and Sandra L. Krug, as Trustees of the Krug Trust dated February 24, 1988	Diamond Resources, Inc.	16-Apr-07	685977	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Eugene H. Krug and Sandra L. Krug, as Trustees of the Krug Trust dated February 24, 1988	Diamond Resources, Inc.	16-Apr-07	685977	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Naomi Hollen, a single woman	Diamond Resources, Inc.	2-Apr-10	685983	155N	100W	32	E2SW4	Williams	ND	80	BEAGLE 1-32H
Naomi Hollen, a single woman	Diamond Resources, Inc.	2-Apr-10	685983	155N	100W	32	W2SE4	Williams	ND	80	BEAGLE 1-32H
Luther P. Nervig, a/k/a Luther Nervig, and Marilyn Nervig, husband and wife	Diamond Resources, Inc.	2-Apr-10	686512	155N	100W	32	E2SW4	Williams	ND	80	BEAGLE 1-32H
Luther P. Nervig, a/k/a Luther Nervig, and Marilyn Nervig, husband and wife	Diamond Resources, Inc.	2-Apr-10	686512	155N	100W	32	W2SE4	Williams	ND	80	BEAGLE 1-32H
John Ray Lynch, a/k/a John R. Lynch, a single man	Diamond Resources, Inc.	5-Apr-10	686517	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Ingrid Bratlien, a/k/a Ingerid Bratlien	Diamond Resources, Inc.	15-Mar-10	686518	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Marilyn A. McIntosh, Trustee under Irrevocable Trust dated 4/6/89 for benefit of Marilyn A. McIntosh	Cody Oil and Gas Corporation	26-Apr-10	686520	155N	100W	27	SW4	Williams	ND	160	JAGUAR 1-22H; LYNX 1-27H
John Nervig, a single man	Diamond Resources, Inc.	2-Apr-10	686522	155N	100W	32	E2SW4	Williams	ND	80	BEAGLE 1-32H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
John Nervig, a single man	Diamond Resources, Inc.	2-Apr-10	686522	155N	100W	32	W2SE4	Williams	ND	80	BEAGLE 1-32H
Panhandle Royalty Company	Diamond Resources, Inc.	17-Mar-10	687107	155N	100W	23	SW4	Williams	ND	160	TIGER 1-23H
Sonia Johnson and Gay Johnson, her husband	Diamond Resources, Inc.	15-Apr-10	687110	155N	100W	32	E2SW4	Williams	ND	80	BEAGLE 1-32H
Sonia Johnson and Gay Johnson, her husband	Diamond Resources, Inc.	15-Apr-10	687110	155N	100W	32	W2SE4	Williams	ND	80	BEAGLE 1-32H
Geri McIntee, as Personal Representative of the Estate of Michael R. McIntee	Diamond Resources, Inc.	24-Mar-10	687125	153N	99W	2	Lot 2 (39.89)	Williams	ND	39.89	GUST 2-11 1H
Geri McIntee, as Personal Representative of the Estate of Michael R. McIntee	Diamond Resources, Inc.	24-Mar-10	687125	153N	99W	2	Lot 3 (39.95)	Williams	ND	39.95	GUST 2-11 1H
Geri McIntee, as Personal Representative of the Estate of Michael R. McIntee	Diamond Resources, Inc.	24-Mar-10	687125	153N	99W	2	N2SE4	Williams	ND	80	GUST 2-11 1H
Geri McIntee, as Personal Representative of the Estate of Michael R. McIntee	Diamond Resources, Inc.	24-Mar-10	687125	153N	99W	2	S2NE4	Williams	ND	80	GUST 2-11 1H
Geri McIntee, as Personal Representative of the Estate of Michael R. McIntee	Diamond Resources, Inc.	24-Mar-10	687125	153N	99W	2	SE4NW4	Williams	ND	40	GUST 2-11 1H
Geri McIntee, as Personal Representative of the Estate of Marian McIntee	Diamond Resources, Inc.	24-Mar-10	687126	153N	99W	2	Lot 2 (39.89)	Williams	ND	39.89	GUST 2-11 1H
Geri McIntee, as Personal Representative of the Estate of Marian McIntee	Diamond Resources, Inc.	24-Mar-10	687126	153N	99W	2	Lot 3 (39.95)	Williams	ND	39.95	GUST 2-11 1H
Geri McIntee, as Personal Representative of the Estate of Marian McIntee	Diamond Resources, Inc.	24-Mar-10	687126	153N	99W	2	N2SE4	Williams	ND	80	GUST 2-11 1H
Geri McIntee, as Personal Representative of the Estate of Marian McIntee	Diamond Resources, Inc.	24-Mar-10	687126	153N	99W	2	S2NE4	Williams	ND	80	GUST 2-11 1H
Geri McIntee, as Personal Representative of the Estate of Marian McIntee	Diamond Resources, Inc.	24-Mar-10	687126	153N	99W	2	SE4NW4	Williams	ND	40	GUST 2-11 1H
Alerus Financial, f/k/a First National Bank, Grand Forks, Trustees of the John Damhoff Trust and the Laura Damhoff Trust	Diamond Resources, Inc.	17-Apr-10	687127	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Wayne O. Solberg and Patricia Solberg, husband and wife	Diamond Resources, Inc.	21-Apr-10	687834	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Wayne O. Solberg and Patricia Solberg, husband and wife	Diamond Resources, Inc.	21-Apr-10	687834	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Diane Rustin, a widow	Diamond Resources, Inc.	5-Apr-10	687835	155N	100W	35	A TRACT IN SE4SW4	Williams	ND	5	COUGAR 1-35H
John O. Kvernenes, Jr., a single man	Diamond Resources, Inc.	3-May-10	688386	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Sandy Erickson, a married woman	Diamond Resources, Inc.	4-May-10	688387	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Sandy Erickson, a married woman	Diamond Resources, Inc.	4-May-10	688387	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
John A. Barnhart, a married man	Diamond Resources, Inc.	4-May-10	688388	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
John A. Barnhart, a married man	Diamond Resources, Inc.	4-May-10	688388	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Frances L. Thomas, a married woman	Diamond Resources, Inc.	4-May-10	688408	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Frances L. Thomas, a married woman	Diamond Resources, Inc.	4-May-10	688408	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Janice F. Prier, a married woman	Diamond Resources, Inc.	4-May-10	688409	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Janice F. Prier, a married woman	Diamond Resources, Inc.	4-May-10	688409	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Kathy Yang, a/k/a Kathy E. Yang, a single woman	Diamond Resources, Inc.	4-May-10	688410	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Kathy Yang, a/k/a Kathy E. Yang, a single woman	Diamond Resources, Inc.	4-May-10	688410	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Mary C. Reynolds, a married woman	Diamond Resources, Inc.	4-May-10	688411	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Mary C. Reynolds, a married woman	Diamond Resources, Inc.	4-May-10	688411	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Patricia R. Arlt, a single woman	Diamond Resources, Inc.	4-May-10	688902	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Patricia R. Arlt, a single woman	Diamond Resources, Inc.	4-May-10	688902	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Cherie M. Gardner, f/k/a Cherie M. Darsow, a married woman	Diamond Resources, Inc.	4-May-10	688903	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Cherie M. Gardner, f/k/a Cherie M. Darsow, a married woman	Diamond Resources, Inc.	4-May-10	688903	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Scott W. Reynolds and Tracey Reynolds, husband and wife	Diamond Resources, Inc.	4-May-10	689448	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Scott W. Reynolds and Tracey Reynolds, husband and wife	Diamond Resources, Inc.	4-May-10	689448	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Norma May Marvin, f/k/a Norma May Brawthen, a married woman and Lisa Marie Marvin, n/k/a Lisa Marie Hanna, a married woman	Diamond Resources, Inc.	11-May-10	689449	153N	99W	5	SW4NE4	Williams	ND	40	BRUCE 5-8 1H
Shawn J. Reynolds and Norma R. Reynolds, husband and wife	Diamond Resources, Inc.	4-May-10	689450	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Shawn J. Reynolds and Norma R. Reynolds, husband and wife	Diamond Resources, Inc.	4-May-10	689450	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Omar B. Reynolds, a married man	Diamond Resources, Inc.	4-May-10	689451	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Omar B. Reynolds, a married man	Diamond Resources, Inc.	4-May-10	689451	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Jay A. Larsen and Brenda J. Larsen, husband and wife	Diamond Resources, Inc.	28-May-10	689453	155N	100W	35	A TRACT IN SE4SW4 LYING EAST OF RR RIGHT OF WAY	Williams	ND	13.87	COUGAR 1-35H
Jay A. Larsen and Brenda J. Larsen, husband and wife	Diamond Resources, Inc.	28-May-10	689453	155N	100W	35	NE4NW4	Williams	ND	40	COUGAR 1-35H
Jay A. Larsen and Brenda J. Larsen, husband and wife	Diamond Resources, Inc.	28-May-10	689453	155N	100W	35	NW4NW4	Williams	ND	40	COUGAR 1-35H
Rita Fields, a single woman	Diamond Resources, Inc.	30-Aug-10	690797	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Rita Fields, a single woman	Diamond Resources, Inc.	30-Aug-10	690797	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Rita Fields, a single woman	Diamond Resources, Inc.	30-Aug-10	690797	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Rita Fields, a single woman	Diamond Resources, Inc.	30-Aug-10	690797	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Alice H. Sichley, a/k/a Alice Sichley, a single woman	Diamond Resources, Inc.	9-Jun-10	690799	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Alice H. Sichley, a/k/a Alice Sichley, a single woman	Diamond Resources, Inc.	9-Jun-10	690799	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
John Duane Schuchard, a/k/a John D. Schuchard, a married man	Diamond Resources, Inc.	11-Jun-10	691305	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
John Duane Schuchard, a/k/a John D. Schuchard, a married man	Diamond Resources, Inc.	11-Jun-10	691305	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Rose D. Nanavich, a single woman	Diamond Resources, Inc.	11-Jun-10	691306	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Rose D. Nanavich, a single woman	Diamond Resources, Inc.	11-Jun-10	691306	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Shelene K. Barnes, a married woman	Diamond Resources, Inc.	11-Jun-10	691307	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Shelene K. Barnes, a married woman	Diamond Resources, Inc.	11-Jun-10	691307	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Helen L. Wilkins, a single woman	Diamond Resources, Inc.	11-Jun-10	691308	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Helen L. Wilkins, a single woman	Diamond Resources, Inc.	11-Jun-10	691308	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Tammi L. Walters, a married woman	Diamond Resources, Inc.	9-Jun-10	691309	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Tammi L. Walters, a married woman	Diamond Resources, Inc.	9-Jun-10	691309	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Lorraine C. Lenting, a married woman	Diamond Resources, Inc.	11-Jun-10	691310	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Lorraine C. Lenting, a married woman	Diamond Resources, Inc.	11-Jun-10	691310	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Sharon Woods, a single woman	Diamond Resources, Inc.	11-Jun-10	691311	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Sharon Woods, a single woman	Diamond Resources, Inc.	11-Jun-10	691311	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Annabelle M. Lopas, a/k/a Anne Lopas, a single woman	Diamond Resources, Inc.	11-Jun-10	691312	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Annabelle M. Lopas, a/k/a Anne Lopas, a single woman	Diamond Resources, Inc.	11-Jun-10	691312	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Mark L. Schuchard, a/k/a Mark L. Schuchard, Sr., a married man	Diamond Resources, Inc.	11-Jun-10	691314	153N	99W	5	Lot 1	Williams	ND	40	BRUCE 5-8 1H
Mark L. Schuchard, a/k/a Mark L. Schuchard, Sr., a married man	Diamond Resources, Inc.	11-Jun-10	691314	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Lyla Creery, a single woman	Diamond Resources, Inc.	11-Jun-10	691315	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Lyla Creery, a single woman	Diamond Resources, Inc.	11-Jun-10	691315	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Joyce E. Olson, a married woman	Diamond Resources, Inc.	9-Jun-10	691316	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Joyce E. Olson, a married woman	Diamond Resources, Inc.	9-Jun-10	691316	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Christine Barnhart, a married woman	Diamond Resources, Inc.	9-Jun-10	691317	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Christine Barnhart, a married woman	Diamond Resources, Inc.	9-Jun-10	691317	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Matthew D. Schuchard, a married man	Diamond Resources, Inc.	11-Jun-10	691318	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Matthew D. Schuchard, a married man	Diamond Resources, Inc.	11-Jun-10	691318	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
First International Bank and Trust Company of Williston, Trustee of the Gordon Thompson I.R.A.	Diamond Resources, Inc.	24-Jun-10	691329	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Brock J. Barnhart, a married man	Diamond Resources, Inc.	9-Jun-10	691854	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Brock J. Barnhart, a married man	Diamond Resources, Inc.	9-Jun-10	691854	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Marilyn L. Harder, a married woman	Diamond Resources, Inc.	25-Jun-10	691855	153N	99W	5	Lot 1	Williams	ND	40	BRUCE 5-8 1H
Marilyn L. Harder, a married woman	Diamond Resources, Inc.	25-Jun-10	691855	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Eric Mitchell, a single man	Diamond Resources, Inc.	11-Jun-10	691856	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Eric Mitchell, a single man	Diamond Resources, Inc.	11-Jun-10	691856	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Sherman Lyonais, a/k/a S. Michael Lyonais, a married man	Diamond Resources, Inc.	11-Jun-10	691857	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Sherman Lyonais, a/k/a S. Michael Lyonais, a married man	Diamond Resources, Inc.	11-Jun-10	691857	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Victoria Lee Heine, a married woman	Diamond Resources, Inc.	11-Jun-10	691858	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Victoria Lee Heine, a married woman	Diamond Resources, Inc.	11-Jun-10	691858	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Joel Mitchell, a single man	Diamond Resources, Inc.	11-Jun-10	691859	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H

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Joel Mitchell, a single man	Diamond Resources, Inc.	11-Jun-10	691859	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Alvin J. Cray, a/k/a Mike Cray, a married man	Diamond Resources, Inc.	22-Jun-10	691860	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Alvin J. Cray, a/k/a Mike Cray, a married man	Diamond Resources, Inc.	22-Jun-10	691860	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Michael Elliot Cray, a married man	Diamond Resources, Inc.	22-Jun-10	691861	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Michael Elliot Cray, a married man	Diamond Resources, Inc.	22-Jun-10	691861	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Bruce W. Sedivy, a married man	Diamond Resources, Inc.	25-Jun-10	691862	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4 MFD B162, P71	Williams	ND	0.27	NIELS 32-29 1H
Bruce W. Sedivy, a married man	Diamond Resources, Inc.	25-Jun-10	691862	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4 MFD IN D#460791	Williams	ND	0.69	NIELS 32-29 1H
Bruce W. Sedivy, a married man	Diamond Resources, Inc.	25-Jun-10	691862	154N	99W	32	S2SE4 LESS A 2.0, LESS .27, LESS .69 ACRE TRACTS	Williams	ND	77.04	NIELS 32-29 1H
Olga H. Brunelle	Diamond Resources, Inc.	24-Jun-10	691863	154N	99W	32	A .27 ACRE TRACT LOCATED IN SW4SE4 MFD B162, P71	Williams	ND	0.27	NIELS 32-29 1H
Olga H. Brunelle	Diamond Resources, Inc.	24-Jun-10	691863	154N	99W	32	A .69 ACRE TRACT LOCATED IN SW4SE4 MFD IN D#460791	Williams	ND	0.69	NIELS 32-29 1H
Emil Greengard, a married man	Diamond Resources, Inc.	25-Jun-10	691870	155N	100W	20	N2SE4 LESS 3.0 ACRE TRACT IN NE4SE4	Williams	ND	77	LEOPARD 20-17 1H
Emil Greengard, a married man	Diamond Resources, Inc.	25-Jun-10	691870	155N	100W	20	NE4SW4	Williams	ND	40	LEOPARD 20-17 1H
Sherwood Lyonais, a/k/a Louie Lyonais, a married man	Diamond Resources, Inc.	11-Jun-10	692272	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Sherwood Lyonais, a/k/a Louie Lyonais, a married man	Diamond Resources, Inc.	11-Jun-10	692272	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Christine T. Neal, a single woman	Diamond Resources, Inc.	11-Jun-10	692273	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Christine T. Neal, a single woman	Diamond Resources, Inc.	11-Jun-10	692273	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Shirley A. Lackie, a/k/a Shirley Ann Lackie, a married woman	Diamond Resources, Inc.	23-Jun-10	692274	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Shirley A. Lackie, a/k/a Shirley Ann Lackie, a married woman	Diamond Resources, Inc.	23-Jun-10	692274	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Patricia A. Slack, a married woman	Diamond Resources, Inc.	11-Jun-10	692275	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Patricia A. Slack, a married woman	Diamond Resources, Inc.	11-Jun-10	692275	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
John G. Matuska, a widower	Diamond Resources, Inc.	24-Jun-10	692276	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Parry M. Matuska, a single man	Diamond Resources, Inc.	24-Jun-10	692277	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Paul Mitchell, a married man	Diamond Resources, Inc.	11-Jun-10	692278	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Paul Mitchell, a married man	Diamond Resources, Inc.	11-Jun-10	692278	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Genevieve E. Schuchard, a single woman	Diamond Resources, Inc.	11-Jun-10	692279	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Genevieve E. Schuchard, a single woman	Diamond Resources, Inc.	11-Jun-10	692279	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Judy M. Carr, a single woman	Diamond Resources, Inc.	11-Jun-10	692283	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Judy M. Carr, a single woman	Diamond Resources, Inc.	11-Jun-10	692283	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Danette M. Mitchell, a single woman	Diamond Resources, Inc.	11-Jun-10	692284	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Danette M. Mitchell, a single woman	Diamond Resources, Inc.	11-Jun-10	692284	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Don Lyonais, a married man	Diamond Resources, Inc.	11-Jun-10	692285	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Don Lyonais, a married man	Diamond Resources, Inc.	11-Jun-10	692285	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Bernadette M. Wagar, a single woman	Diamond Resources, Inc.	23-Jun-10	692287	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Bernadette M. Wagar, a single woman	Diamond Resources, Inc.	23-Jun-10	692287	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Elizabeth M. Cantler, a married woman	Diamond Resources, Inc.	9-Jul-10	692289	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Elizabeth M. Cantler, a married woman	Diamond Resources, Inc.	9-Jul-10	692289	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Doris E. Davis, a single woman	Diamond Resources, Inc.	11-Jun-10	692448	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Doris E. Davis, a single woman	Diamond Resources, Inc.	11-Jun-10	692448	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Henry Wuebker, a/k/a Henry H. Wuebker, a widower	Diamond Resources, Inc.	14-Jun-10	693017	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Darla M. Finney, a married woman	Diamond Resources, Inc.	9-Jul-10	693019	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Darla M. Finney, a married woman	Diamond Resources, Inc.	9-Jul-10	693019	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Marilyn M. Short, a married woman	Diamond Resources, Inc.	13-Jul-10	693020	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Marilyn M. Short, a married woman	Diamond Resources, Inc.	13-Jul-10	693020	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Ronald D. Hotchkiss, a married man	Diamond Resources, Inc.	9-Jul-10	693026	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Ronald D. Hotchkiss, a married man	Diamond Resources, Inc.	9-Jul-10	693026	155N	100W	14	S2	Williams	ND	320	LION 1-14H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Richard A. Lyonais, a/k/a Richard Lyonais, Individually and as Attorney-in-Fact for; Diane C. Hess, a/k/a Diane Hess; Larry Stono; Lynne V. Lake, a/k/a Lynn V. Lake, a/k/a Lynn Lake; Stephen J. Lyonais, a/k/a Steven J. Lyonais, a/k/a Steve J. Lyonais, a/	Diamond Resources, Inc.	24-Jun-10	693671	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Richard A. Lyonais, a/k/a Richard Lyonais, Individually and as Attorney-in-Fact for; Diane C. Hess, a/k/a Diane Hess; Larry Stono; Lynne V. Lake, a/k/a Lynn V. Lake, a/k/a Lynn Lake; Stephen J. Lyonais, a/k/a Steven J. Lyonais, a/k/a Steve J. Lyonais, a/	Diamond Resources, Inc.	24-Jun-10	693671	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Eugene Francis Lynch	Diamond Resources, Inc.	23-Jul-10	693672	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Sharon Wacker, a married woman	Diamond Resources, Inc.	11-Jun-10	693674	153N	99W	5	Lot 1	Williams	ND	40	BRUCE 5-8 1H
Sharon Wacker, a married woman	Diamond Resources, Inc.	11-Jun-10	693674	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
James E. Lyonais, a/k/a James E. Lyonais, a married man	Diamond Resources, Inc.	11-Jun-10	693675	153N	99W	5	Lot 1	Williams	ND	40	BRUCE 5-8 1H
James E. Lyonais, a/k/a James E. Lyonais, a married man	Diamond Resources, Inc.	11-Jun-10	693675	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Carol D. Lyonais, a widow	Diamond Resources, Inc.	16-Jul-10	693676	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Carol D. Lyonais, a widow	Diamond Resources, Inc.	16-Jul-10	693676	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Theresa M. Cliff, a single woman	Diamond Resources, Inc.	22-Jun-10	693677	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Theresa M. Cliff, a single woman	Diamond Resources, Inc.	22-Jun-10	693677	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Marie L. Oleary, a married woman	Diamond Resources, Inc.	22-Jun-10	693678	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Marie L. Oleary, a married woman	Diamond Resources, Inc.	22-Jun-10	693678	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Effie Hotchkiss, a widow	Diamond Resources, Inc.	21-Jul-10	693681	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Effie Hotchkiss, a widow	Diamond Resources, Inc.	21-Jul-10	693681	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Diane Daniels Denish, Trustee of the Sara Schreiber Trust	Diamond Resources, Inc.	25-Jun-10	693685	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Diane Daniels Denish, a married woman	Diamond Resources, Inc.	25-Jun-10	693686	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Diane Daniels Denish, Trustee of the Spencer Schreiber Trust	Diamond Resources, Inc.	25-Jun-10	693687	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Michael Harrison Moore, a/k/a Michael H. Moore, a single man	Diamond Resources, Inc.	8-Jul-10	694286	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Gayle H. Kannberg, a married woman	Diamond Resources, Inc.	7-Jul-10	694288	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Gayle H. Kannberg, a married woman	Diamond Resources, Inc.	7-Jul-10	694288	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Lynda J. Harvey, a single woman	Diamond Resources, Inc.	7-Jul-10	694290	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Lynda J. Harvey, a single woman	Diamond Resources, Inc.	7-Jul-10	694290	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Mauricia Delima Shores, a married woman	Diamond Resources, Inc.	16-Jul-10	694296	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Mauricia Delima Shores, a married woman	Diamond Resources, Inc.	16-Jul-10	694296	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Deborah Lyonais, a single woman	Diamond Resources, Inc.	11-Jun-10	694298	153N	99W	5	Lot 1	Williams	ND	40	BRUCE 5-8 1H
Deborah Lyonais, a single woman	Diamond Resources, Inc.	11-Jun-10	694298	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Margene Annette Bourne, a single woman	Diamond Resources, Inc.	16-Jul-10	694744	153N	99W	5	Lot 1	Williams	ND	40	BRUCE 5-8 1H
Margene Annette Bourne, a single woman	Diamond Resources, Inc.	16-Jul-10	694744	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Janice Burnell, a single woman	Diamond Resources, Inc.	11-Jun-10	694745	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Janice Burnell, a single woman	Diamond Resources, Inc.	11-Jun-10	694745	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Cal D. Tofte and LeAnn R. Tofte, husband and wife	Diamond Resources, Inc.	10-Oct-10	695326	154N	99W	32	NE4NW4	Williams	ND	40	NIELS 32-29 1H
Cal D. Tofte and LeAnn R. Tofte, husband and wife	Diamond Resources, Inc.	10-Oct-10	695326	154N	99W	32	NE4SW4	Williams	ND	40	NIELS 32-29 1H
Cal D. Tofte and LeAnn R. Tofte, husband and wife	Diamond Resources, Inc.	10-Oct-10	695326	154N	99W	32	NW4NE4	Williams	ND	40	NIELS 32-29 1H
Cal D. Tofte and LeAnn R. Tofte, husband and wife	Diamond Resources, Inc.	10-Oct-10	695326	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Cal D. Tofte and LeAnn R. Tofte, husband and wife	Diamond Resources, Inc.	10-Oct-10	695326	154N	99W	32	S2NW4	Williams	ND	80	NIELS 32-29 1H
Cal D. Tofte and LeAnn R. Tofte, husband and wife	Diamond Resources, Inc.	10-Oct-10	695326	154N	99W	32	W2SW4	Williams	ND	80	NIELS 32-29 1H
Bruce Brogger and Kathleen M. Brogger, husband and wife	Diamond Resources, Inc.	26-Sep-10	695328	154N	99W	32	SE4SW4 LESS 2.0 ACRES & LESS 1.41 ACRE TRACT	Williams	ND	36.59	NIELS 32-29 1H
Gerald A. Tofte and Joanne Tofte, husband and wife	Diamond Resources, Inc.	11-Oct-10	695329	154N	99W	32	NE4NW4	Williams	ND	40	NIELS 32-29 1H
Gerald A. Tofte and Joanne Tofte, husband and wife	Diamond Resources, Inc.	11-Oct-10	695329	154N	99W	32	NE4SW4	Williams	ND	40	NIELS 32-29 1H
Gerald A. Tofte and Joanne Tofte, husband and wife	Diamond Resources, Inc.	11-Oct-10	695329	154N	99W	32	NW4NE4	Williams	ND	40	NIELS 32-29 1H
Gerald A. Tofte and Joanne Tofte, husband and wife	Diamond Resources, Inc.	11-Oct-10	695329	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Gerald A. Tofte and Joanne Tofte, husband and wife	Diamond Resources, Inc.	11-Oct-10	695329	154N	99W	32	S2NW4	Williams	ND	80	NIELS 32-29 1H
Gerald A. Tofte and Joanne Tofte, husband and wife	Diamond Resources, Inc.	11-Oct-10	695329	154N	99W	32	W2SW4	Williams	ND	80	NIELS 32-29 1H
Ilene Howe and Willard C. Howe, her husband	Diamond Resources, Inc.	11-Oct-10	695330	154N	99W	32	NE4NW4	Williams	ND	40	NIELS 32-29 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Ilene Howe and Willard C. Howe, her husband	Diamond Resources, Inc.	11-Oct-10	695330	154N	99W	32	NE4SW4	Williams	ND	40	NIELS 32-29 1H
Ilene Howe and Willard C. Howe, her husband	Diamond Resources, Inc.	11-Oct-10	695330	154N	99W	32	NW4NE4	Williams	ND	40	NIELS 32-29 1H
Ilene Howe and Willard C. Howe, her husband	Diamond Resources, Inc.	11-Oct-10	695330	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Ilene Howe and Willard C. Howe, her husband	Diamond Resources, Inc.	11-Oct-10	695330	154N	99W	32	S2NW4	Williams	ND	80	NIELS 32-29 1H
Ilene Howe and Willard C. Howe, her husband	Diamond Resources, Inc.	11-Oct-10	695330	154N	99W	32	W2SW4	Williams	ND	80	NIELS 32-29 1H
Shirley A. Anderson and Arthur T. Anderson, her husband	Diamond Resources, Inc.	11-Oct-10	695331	154N	99W	32	NE4NW4	Williams	ND	40	NIELS 32-29 1H
Shirley A. Anderson and Arthur T. Anderson, her husband	Diamond Resources, Inc.	11-Oct-10	695331	154N	99W	32	NE4SW4	Williams	ND	40	NIELS 32-29 1H
Shirley A. Anderson and Arthur T. Anderson, her husband	Diamond Resources, Inc.	11-Oct-10	695331	154N	99W	32	NW4NE4	Williams	ND	40	NIELS 32-29 1H
Shirley A. Anderson and Arthur T. Anderson, her husband	Diamond Resources, Inc.	11-Oct-10	695331	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Shirley A. Anderson and Arthur T. Anderson, her husband	Diamond Resources, Inc.	11-Oct-10	695331	154N	99W	32	S2NW4	Williams	ND	80	NIELS 32-29 1H
Shirley A. Anderson and Arthur T. Anderson, her husband	Diamond Resources, Inc.	11-Oct-10	695331	154N	99W	32	W2SW4	Williams	ND	80	NIELS 32-29 1H
Kay Hambleton, a married woman	Diamond Resources, Inc.	26-Sep-10	695333	154N	99W	32	SE4SW4 LESS 2.0 ACRES & LESS 1.41 ACRE TRACT	Williams	ND	36.59	NIELS 32-29 1H
Lucille A. Montgomery, a widow	Diamond Resources, Inc.	21-Jun-10	695334	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Lucille A. Montgomery, a widow	Diamond Resources, Inc.	21-Jun-10	695334	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
RSG Properties, Ltd., A Texas Limited Partnership	Diamond Resources, Inc.	21-Jul-10	695338	155N	100W	28	N2NE4	Williams	ND	80	BEAR CAT 33-28 1H
RSG Properties, Ltd., A Texas Limited Partnership	Diamond Resources, Inc.	21-Jul-10	695338	155N	100W	22	SW4SW4	Williams	ND	40	JAGUAR 1-22H
The Fasken Foundation	Diamond Resources, Inc.	8-Jul-10	695811	155N	100W	28	N2NE4	Williams	ND	80	BEAR CAT 33-28 1H
The Fasken Foundation	Diamond Resources, Inc.	8-Jul-10	695811	155N	100W	22	SW4SW4	Williams	ND	40	JAGUAR 1-22H
Victoria M. Tucker, a married woman	Diamond Resources, Inc.	25-Jun-10	696097	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Victoria M. Tucker, a married woman	Diamond Resources, Inc.	25-Jun-10	696097	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Gloria E. Shemorry, a widow	Diamond Resources, Inc.	16-Aug-10	696102	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Gloria E. Shemorry, a widow	Diamond Resources, Inc.	16-Aug-10	696102	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Ruth A. Bundy, a married woman	Diamond Resources, Inc.	6-Feb-11	696575	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Mike L. Doyle, a married man	Diamond Resources, Inc.	10-Sep-10	696576	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Marco Minerals	Diamond Resources, Inc.	24-Jul-10	697288	154N	99W	29	A 5.0 ACRE TRACT IN SE4 MFD BOOK 141, PAGE 337	Williams	ND	5	NIELS 32-29 1H
Marco Minerals	Diamond Resources, Inc.	24-Jul-10	697288	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Marco Minerals	Diamond Resources, Inc.	24-Jul-10	697288	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Marco Minerals	Diamond Resources, Inc.	24-Jul-10	697288	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Marco Minerals	Diamond Resources, Inc.	24-Jul-10	697288	154N	99W	29	W2SE4 LESS 5 ACRE TRACT MFD 141-337	Williams	ND	75	NIELS 32-29 1H
Marco Minerals	Diamond Resources, Inc.	24-Jul-10	697288	154N	99W	32	NE4NE4	Williams	ND	40	NIELS 32-29 1H
Torlief G. Johnson, a married man In 10 offer 9	Diamond Resources, Inc.	6-Feb-11	697289	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Olga Maxwell, a married woman	Diamond Resources, Inc.	6-Feb-11	697290	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
John Edwin Johnson, a married man In 7 offer 9	Diamond Resources, Inc.	6-Feb-11	697291	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Suzanne Schreiber, a/k/a Suzanne Elizabeth Schreiber, a/k/a Suzanne E/ Schreiber, a single woman	Diamond Resources, Inc.	25-Jun-10	697292	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Thomas J. Murphy, a married man	Diamond Resources, Inc.	16-Jul-10	697820	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Thomas J. Murphy, a married man	Diamond Resources, Inc.	16-Jul-10	697820	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Jack E. Cray, a married man	Diamond Resources, Inc.	21-Jun-10	697822	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Jack E. Cray, a married man	Diamond Resources, Inc.	21-Jun-10	697822	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Scott R. Mitchell, a married man	Diamond Resources, Inc.	11-Jun-10	697823	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Scott R. Mitchell, a married man	Diamond Resources, Inc.	11-Jun-10	697823	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Elizabeth L. Young, a/k/a Betty Young, a married woman	Diamond Resources, Inc.	21-Jun-10	697824	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
Elizabeth L. Young, a/k/a Betty Young, a married woman	Diamond Resources, Inc.	21-Jun-10	697824	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Barbara LaValleur, a/k/a Barbara J. LaValleur, a married woman	Diamond Resources, Inc.	31-Aug-10	699607	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Barbara LaValleur, a/k/a Barbara J. LaValleur, a married woman	Diamond Resources, Inc.	31-Aug-10	699607	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Robert L. Bowman, a/k/a Robert Bowman, a married man	Diamond Resources, Inc.	31-Aug-10	699608	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Robert L. Bowman, a/k/a Robert Bowman, a married man	Diamond Resources, Inc.	31-Aug-10	699608	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Ronald R. Bowman, a/k/a Ron R. Bowman, a/k/a ron Bowman, a married man	Diamond Resources, Inc.	31-Aug-10	699610	155N	100W	14	NE4	Williams	ND	160	LION 1-14H

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Ronald R. Bowman, a/k/a Ron R. Bowman, a/k/a ron Bowman, a married man	Diamond Resources, Inc.	31-Aug-10	699610	155N	100W	14	S2	Williams	ND	320	LION 1-14H
John C. Westlie, d/b/a Dakota Mineral Company of Minot	Cody Oil and Gas Corporation	27-Feb-08	699612	155N	100W	22	NE4	Williams	ND	160	JAGUAR 1-22H
John C. Westlie, d/b/a Dakota Mineral Company of Minot	Cody Oil and Gas Corporation	27-Feb-08	699612	155N	100W	22	SE4	Williams	ND	160	JAGUAR 1-22H
Judy Anderson, a/k/a Judy L. Anderson, a married woman	Diamond Resources, Inc.	31-Aug-10	699614	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Judy Anderson, a/k/a Judy L. Anderson, a married woman	Diamond Resources, Inc.	31-Aug-10	699614	155N	100W	14	S2	Williams	ND	320	LION 1-14H
George L. Cray, a married man	Diamond Resources, Inc.	21-Jun-10	699616	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
George L. Cray, a married man	Diamond Resources, Inc.	21-Jun-10	699616	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
John E. Cray, a single man	Diamond Resources, Inc.	21-Jun-10	699617	153N	99W	5	Lot 1 (40)	Williams	ND	40	BRUCE 5-8 1H
John E. Cray, a single man	Diamond Resources, Inc.	21-Jun-10	699617	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Joy A. Gaarsland, a married woman	Diamond Resources, Inc.	31-Aug-10	700442	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Joy A. Gaarsland, a married woman	Diamond Resources, Inc.	31-Aug-10	700442	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Rick Johnson	Diamond Resources, Inc.	6-Feb-11	700443	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Scott Johnson	Diamond Resources, Inc.	6-Feb-11	700444	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Pherrin Township Williams County, North Dakota	Diamond Resources, Inc.	16-Nov-10	701130	155N	100W	14	A 2.44 Acre Tract, MFD in Book 47, Page 70	Williams	ND	2.44	LION 1-14H
Leroy J. Greenshields and Peggy L. Greenshields, joint tenants	Diamond Resources, Inc.	8-Nov-10	701131	155N	100W	35	SE4	Williams	ND	160	COUGAR 1-35H
Betty J. Bailey	Diamond Resources, Inc.	29-Oct-10	701136	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Tammy Rena Olson	Diamond Resources, Inc.	29-Oct-10	701137	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Galen Duane Kindred, a/k/a Galen D. Kindred	Diamond Resources, Inc.	29-Oct-10	701138	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Eleanor O. Dobson, a single woman	Diamond Resources, Inc.	29-Oct-10	701139	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Elmer J. Engen, a married man	Diamond Resources, Inc.	29-Oct-10	701140	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Candee Lee Blouin	Diamond Resources, Inc.	29-Oct-10	701733	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Roger Ray Kindred, a/k/a Roger R. Kindred	Diamond Resources, Inc.	29-Oct-10	701734	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Barbara G. Haddox, a married woman	Diamond Resources, Inc.	29-Oct-10	701735	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Gary Alan Kindred, a/k/a Gary A. Kindred	Diamond Resources, Inc.	16-Nov-10	701736	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Shelly Rae Troxel	Diamond Resources, Inc.	29-Oct-10	701738	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Lewis Gene Kindred, a/k/a Lewis G. Kindred	Diamond Resources, Inc.	29-Oct-10	701739	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Cheri L. Mulder, a married woman	Diamond Resources, Inc.	29-Oct-10	701740	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H
Earl W. Sornsin	Diamond Resources, Inc.	9-Nov-10	701741	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Earl W. Sornsin	Diamond Resources, Inc.	9-Nov-10	701741	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Sharon Henneman, a/k/a Sharon K. Henneman, a married woman	Diamond Resources, Inc.	31-Aug-10	701743	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Sharon Henneman, a/k/a Sharon K. Henneman, a married woman	Diamond Resources, Inc.	31-Aug-10	701743	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Julie Sornsin-Cardwell, a/k/a Julie A. Cardwell	Diamond Resources, Inc.	1-Dec-10	702284	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Julie Sornsin-Cardwell, a/k/a Julie A. Cardwell	Diamond Resources, Inc.	1-Dec-10	702284	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Robert K. Sornsin, a married man	Diamond Resources, Inc.	1-Dec-10	702287	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Robert K. Sornsin, a married man	Diamond Resources, Inc.	1-Dec-10	702287	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Nancy S. Oster, a married woman	Diamond Resources, Inc.	1-Dec-10	702288	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Nancy S. Oster, a married woman	Diamond Resources, Inc.	1-Dec-10	702288	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Sarah Doran, a/k/a Sally Doran, a/k/a Sarah L. Doran, a single woman	Diamond Resources, Inc.	1-Dec-10	702291	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Sarah Doran, a/k/a Sally Doran, a/k/a Sarah L. Doran, a single woman	Diamond Resources, Inc.	1-Dec-10	702291	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Jane Lundeen, a/k/a Jane E. Lundeen, a married woman	Diamond Resources, Inc.	1-Dec-10	702292	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Jane Lundeen, a/k/a Jane E. Lundeen, a married woman	Diamond Resources, Inc.	1-Dec-10	702292	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Tom Sornsin, a/k/a Thomas C. Sornsin, Jr., a married man	Diamond Resources, Inc.	1-Dec-10	702294	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Tom Sornsin, a/k/a Thomas C. Sornsin, Jr., a married man	Diamond Resources, Inc.	1-Dec-10	702294	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Mary Beth Stensgard, a married woman	Diamond Resources, Inc.	1-Dec-10	702855	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Mary Beth Stensgard, a married woman	Diamond Resources, Inc.	1-Dec-10	702855	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Shelton Family Partnership and Raymond E. Shelton and Illa F. Shelton, husband and wife	Diamond Resources, Inc.	5-Jan-11	705096	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Shelton Family Partnership and Raymond E. Shelton and Illa F. Shelton, husband and wife	Diamond Resources, Inc.	5-Jan-11	705096	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Marlin C. Hanson, a married man	Diamond Resources, Inc.	26-Jan-11	705102	154N	99W	32	NW4NW4	Williams	ND	40	NIELS 32-29 1H

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Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Merrill M. Murphy, a/k/a Mike Murphy	Diamond Resources, Inc.	16-Aug-10	705103	153N	99W	5	Lot 1	Williams	ND	40	BRUCE 5-8 1H
Merrill M. Murphy, a/k/a Mike Murphy	Diamond Resources, Inc.	16-Aug-10	705103	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Carroll P. Murphy, a married man	Diamond Resources, Inc.	9-Feb-11	706182	153N	99W	5	Lot 1	Williams	ND	40	BRUCE 5-8 1H
Carroll P. Murphy, a married man	Diamond Resources, Inc.	9-Feb-11	706182	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Roman Catholic Bishop of Helena, Montana, A Montana Religious Corporation Sole, a/k/a Roman Catholic Bishop of the Diocese of Helana, Montana a corporation sole	Diamond Resources, Inc.	18-Feb-11	707094	153N	99W	5	Lot 1	Williams	ND	40	BRUCE 5-8 1H
Roman Catholic Bishop of Helena, Montana, A Montana Religious Corporation Sole, a/k/a Roman Catholic Bishop of the Diocese of Helana, Montana a corporation sole	Diamond Resources, Inc.	18-Feb-11	707094	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Theodore Edward Cray, a/k/a Ted Edward Cray	Diamond Resources, Inc.	21-Feb-11	707848	153N	99W	5	Lot 1	Williams	ND	40	BRUCE 5-8 1H
Theodore Edward Cray, a/k/a Ted Edward Cray	Diamond Resources, Inc.	21-Feb-11	707848	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Warren W. Wilkinson, a single man	Diamond Resources, Inc.	8-Mar-11	708165	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Warren W. Wilkinson, a single man	Diamond Resources, Inc.	8-Mar-11	708165	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Alicia F. Mickelson, a/k/a Alice F. Mickelson, a/k/a Lisa F. Mickelson, a married woman	Diamond Resources, Inc.	11-Mar-11	709509	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Alicia F. Mickelson, a/k/a Alice F. Mickelson, a/k/a Lisa F. Mickelson, a married woman	Diamond Resources, Inc.	11-Mar-11	709509	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Crown Financial Networks, Inc., as Successor Trustee of the inter vivos trust created by John Beard by Trust Agreement	Diamond Resources, Inc.	6-Apr-11	709853	155N	100W	22	W2NW4	Williams	ND	80	JAGUAR 1-22H
Crown Financial Networks, Inc., as Successor Trustee of the inter vivos trust created by John Beard by Trust Agreement	Diamond Resources, Inc.	6-Apr-11	709853	155N	100W	20	S2NE4	Williams	ND	80	LEOPARD 20-17 1H
Crown Financial Networks, Inc., as Successor Trustee of the inter vivos trust created by John Beard by Trust Agreement	Diamond Resources, Inc.	6-Apr-11	709853	155N	100W	20	SE4NW4	Williams	ND	40	LEOPARD 20-17 1H
Glenn L. Legrand as Personal Representative of the Estate of Thomas Fugere	Diamond Resources, Inc.	20-Apr-11	710895	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Glenn L. Legrand as Personal Representative of the Estate of Thomas Fugere	Diamond Resources, Inc.	20-Apr-11	710895	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Michael M. Morton, a married man	Diamond Resources, Inc.	29-Mar-11	711403	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Michael M. Morton, a married man	Diamond Resources, Inc.	29-Mar-11	711403	155N	100W	14	S2	Williams	ND	320	LION 1-14H
Gloria A. Covlin, a single woman	Diamond Resources, Inc.	12-May-11	712686	155N	100W	22	NE4	Williams	ND	160	JAGUAR 1-22H
Joel Leapaltd, a widower	Diamond Resources, Inc.	15-Apr-11	712691	154N	99W	29	A 5 acre tract in SE4 MFD Book 141 Page 337	Williams	ND	5	NIELS 32-29 1H
Joel Leapaltd, a widower	Diamond Resources, Inc.	15-Apr-11	712691	154N	99W	29	E2SE4	Williams	ND	80	NIELS 32-29 1H
Joel Leapaltd, a widower	Diamond Resources, Inc.	15-Apr-11	712691	154N	99W	29	E2SW4	Williams	ND	80	NIELS 32-29 1H
Joel Leapaltd, a widower	Diamond Resources, Inc.	15-Apr-11	712691	154N	99W	29	SE4NW4	Williams	ND	40	NIELS 32-29 1H
Joel Leapaltd, a widower	Diamond Resources, Inc.	15-Apr-11	712691	154N	99W	29	W2SE4 less 5 acre tract MFD 141	Williams	ND	75	NIELS 32-29 1H
Heather A. Isham, f/k/a Heather Morton, a married woman	Diamond Resources, Inc.	8-Mar-11	713606	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Heather A. Isham, f/k/a Heather Morton, a married woman	Diamond Resources, Inc.	8-Mar-11	713606	155N	100W	14	S2	Williams	ND	320	LION 1-14H
G. John Schmitz, a married man	Diamond Resources, Inc.	8-Jul-11	715464	154N	99W	19	NE4	Williams	ND	160	GEORGE 19-30 1H
G. John Schmitz, a married man	Diamond Resources, Inc.	8-Jul-11	715464	154N	99W	19	NW4SE4	Williams	ND	40	GEORGE 19-30 1H
Merrilee M. Pettinger	Diamond Resources, Inc.	6-Sep-11	718455	153N	99W	5	Lot 1	Williams	ND	40	BRUCE 5-8 1H
Merrilee M. Pettinger	Diamond Resources, Inc.	6-Sep-11	718455	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
June LaValleur, a married woman	Diamond Resources, Inc.	6-Sep-11	718962	155N	100W	14	NE4	Williams	ND	160	LION 1-14H
June LaValleur, a married woman	Diamond Resources, Inc.	6-Sep-11	718962	155N	100W	14	S2	Williams	ND	320	LION 1-14H
William Keane, a/k/a William A. Keane, a widower	Diamond Resources, CO.	1-Feb-12	728624	153N	99W	5	Lot 1	Williams	ND	40	BRUCE 5-8 1H
William Keane, a/k/a William A. Keane, a widower	Diamond Resources, CO.	1-Feb-12	728624	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Roger A Duval, a/k/a Roger Duval, a married man	Diamond Resources, Inc.	1-Feb-12	729144	153N	99W	5	Lot 1	Williams	ND	40	BRUCE 5-8 1H
Roger A Duval, a/k/a Roger Duval, a married man	Diamond Resources, Inc.	1-Feb-12	729144	153N	99W	5	SE4NE4	Williams	ND	40	BRUCE 5-8 1H
Joan Stenehjem widow of Kenneth Stenehjem	Zavanna, LLC	16-Apr-12	734440	155N	100W	32	S2N2, NW4SW4, E2SE4	Williams	ND	280	BEAGLE 1-32H
Patricia Schultz	Zavanna, LLC	11-Apr-12	734441	155N	100W	32	S2N2, NW4SW4, E2SE4	Williams	ND	280	BEAGLE 1-32H
Dixon Bieri	Zavanna, LLC	18-Apr-12	734442	155N	100W	32	S2N2, NW4SW4, E2SE4	Williams	ND	280	BEAGLE 1-32H

Exhibit A - Lease Schedule
Only As Relates to Wellbores

Lessor	Lessee	Effective	Recording	Twsp	Range	Section	Description	County	State	Gross	Wellbore(s)
Maurice M. Nickerson and Merlee S. Nickerson	Zavanna, LLC	11-Apr-12	734444	155N	100W	32	a 2.00 acre tract MFD in doc # 474499	Williams	ND	2	BEAGLE 1-32H
Robert J. Stenehjem	Zavanna, LLC	11-Apr-12	New1	155N	100W	32	S2N2, NW4SW4, E2SE4	Williams	ND	280	BEAGLE 1-32H
Peggy Anderson	Zavanna, LLC	18-Apr-12	New2	155N	100W	32	SW4SW4	Williams	ND	40	BEAGLE 1-32H
Diane Carlson	Zavanna, LLC	18-May-12	New3	155N	100W	32	SW4SW4	Williams	ND	40	BEAGLE 1-32H
Linda Hill	Zavanna, LLC	18-May-12	New4	155N	100W	32	SW4SW4	Williams	ND	40	BEAGLE 1-32H
Emil Greengard, a married man	Diamond Resources, Inc.	7-Jul-10		155N	100W	14	NE4	Williams	ND	160	LION 1-14H
Emil Greengard, a married man	Diamond Resources, Inc.	7-Jul-10		155N	100W	14	S2	Williams	ND	320	LION 1-14H

EXHIBIT 1 – PART 3

EXHIBIT B-1

Wells

- See attached.

PROPNUM	LEASE	FIELD	RESERVOIR	OPERATOR	COUNTY	STATE	TOWN	RANGE	SECTION	LOCATION	API	DATE_SPUD	DATE_COMP	FIRST_PROD	STATUS	RES CAT	PROSPECT	FUND	OWN_WI (%)	OWN_NRI (%)
L79N5ABGAE	NYCARD 16-36H	ELIDAH	MIDDLE BAKKEN	XTO	MCKENZIE	ND	152N	98W	36	36 152N 98W SE	3305302908	25-Oct-08	21-Jan-09	01-Jan-09 Active	1PDP	WILD BASIN	BIF	1.4463230	1.0847420	
L79N5AEGAE	NYCARD FEDERAL 42749	ELIDAH	MIDDLE BAKKEN	SLAWSON	WILLIAMS	ND	152N	100W	26	14 152N 100W SE	3305302715	22-Apr-09	21-Aug-10	01-Jan-11 Active	1PDP	WILD BASIN	BIF	1.2830250	1.1423850	
L79N5AOHDE	PUMA 1-26H	STONY CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	155N	100W	26	26 155N 100W NW	3310501690	22-Nov-08	18-Feb-09	01-Dec-08 Active	1PDP	CATWALK CREEK	BIF	3.7083340	2.9789650	
L79N5ARGBE	PIRANHA 1-4H	SQUAW GAP	MIDDLE BAKKEN	SLAWSON	MCKENZIE	ND	146N	104W	04	4 146N 104W NW	3305302839	03-Feb-08	26-Mar-08	01-Mar-08 Active	1PDP	TALISMAN	BIF	7.6174200	6.9039400	
L7QNHTQB8UO	TIGER 1-23H	STONY CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	155N	100W	23	23 155N 100W NW	3310501724	27-Mar-10	19-Jun-10	01-Jun-10 Active	1PDP	CATWALK CREEK	BIF	2.7544370	2.1897770	
L8BG6TCD4E	BERQUIST 34-27H	BANKS	MIDDLE BAKKEN	OASIS	MCKENZIE	ND	152N	98W	3427	34 152N 98W SE	3305303105	16-Feb-10	09-Aug-10	01-Aug-10 Active	1PDP	WILD BASIN	BIF	0.9951440	0.7463580	
L8BG6JMT8A	BERQUIST 33-28H	BANKS	MIDDLE BAKKEN	OASIS	MCKENZIE	ND	152N	98W	3328	33 152N 98W SW	3305303158	28-Feb-11	22-Jun-11	01-Jun-11 Active	1PDP	WILD BASIN	BIF	1.6677250	1.2507940	
L8BG6JRUC2A	COUGAR 1-35H	STONY CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	155N	100W	35	35 155N 100W NW	3310501722	15-Dec-10	08-Jul-11	01-Jul-11 Active	1PDP	CATWALK CREEK	BIF	1.4124560	1.1199980	
L8BQ11HEE	MARLIN 27-34 1H	STONY CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	154N	99W	2734	27 154N 99W NW	3310501886	21-Aug-10	15-Jul-11	01-Jul-11 Active	1PDP	STOCKYARD CREEK	BIF	1.0273480	4.0326340	
L8BGK1UHD6	LYNX 1-27H	STONY CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	155N	100W	27	27 155N 100W SE	3310501709	16-Jan-11	18-Jul-11	01-Jul-11 Active	1PDP	CATWALK CREEK	BIF	1.9765310	1.5629050	
L8BGK2CKNA	LION 1-14H	STONY CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	155N	100W	14	10 155N 100W SE	3310501723	03-Dec-11	24-May-12	01-May-12 Active	1PDP	CATWALK CREEK	BIF	2.0953100	1.6657700	
L8BGKCHKOA	JAGUAR 1-22H	STONY CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	155N	100W	22	16 155N 100W SE	3310501727	14-Aug-11	29-Mar-12	01-Mar-12 Active	1PDP	CATWALK CREEK	BIF	2.5804370	2.0509890	
L8BGKPSM68	BRUCE 5-8 1H	STOCKYARD CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	153N	99W	0508	5 153N 99W NE N	3310502049	27-Mar-11	22-Jan-12	01-Jan-12 Active	1PDP	STOCKYARD CREEK	BIF	4.1897990	3.1423490	
L8BGKPSM48	THELMA 1-21H	STOCKYARD CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	154N	99W	21	21 154N 99W SE	3310502139	13-Dec-11	24-Jun-12	01-Jun-12 Active	1PDP	STOCKYARD CREEK	BIF	0.9843750	0.7382110	
L8BHANS4S	RFLPSRD 2-21H	BANKS	MIDDLE BAKKEN	OASIS	MCKENZIE	ND	152N	97W	0706	7 152N 97W SE S	3305303107	15-Feb-10	04-Jul-10	01-Jul-10 Active	1PDP	WILD BASIN	BIF	0.9957800	0.6718350	
M28HTHF0QO	GUST 2-11 1H	LONG CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	153N	99W	0811	2 153N 99W NW N	3310502048	02-May-11	26-Mar-12	01-May-12 Active	1PDP	STOCKYARD CREEK	BIF	1.9951350	1.4983350	
M28LT71ECB	CHEETAH 1-10H	STONY CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	155N	100W	10	10 155N 100W SE	3310501726	10-Nov-11	26-May-12	01-May-12 Active	1PDP	CATWALK CREEK	BIF	2.2500000	1.7895700	
M28NB799HO	LEOPARD 20-17 1H	STONY CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	155N	100W	2017	20 155N 100W SW	3310502307	27-Feb-12	25-Jul-12	01-Jul-12 Active	1PDP	CATWALK CREEK	BIF	2.6857890	2.1362900	
M2NIR48G1K	L. TUFTO 7-6 1-H	COW CREEK	MIDDLE BAKKEN	STAITOL	WILLIAMS	ND	155N	100W	0706	7 155N 100W SE	3310501939	26-Nov-10	07-Jun-11	01-Jun-11 Active	1PDP	CATWALK CREEK	BIF	0.2000000	0.0034070	
M31L5JEQGC	NELSON 3-10 1H	LONG CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	153N	99W	0310	3 153N 99W NW N	3310502075	01-May-12	30-Aug-12	01-Aug-12 Active	1PDP	STOCKYARD CREEK	BIF	0.2251400	1.7793860	
M31R6EAYE	PANTHER 16-21 1H	STONY CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	155N	100W	1622	16 155N 100W NW	3310502306	11-Oct-11	30-Apr-12	01-Apr-12 Active	1PDP	CATWALK CREEK	BIF	0.0093750	0.0078130	
M38NL3EJUH	NIELS 32-29 1H	STOCKYARD CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	154N	99W	3229	32 154N 99W SE	3310502132	11-Jul-11	23-Apr-12	01-Apr-12 Active	1PDP	STOCKYARD CREEK	BIF	5.3118850	3.9852440	
M38Q49B8NW	FERETT 1-18H	STOCKYARD CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	154N	99W	1415	15 154N 99W SE	3310502130	07-May-11	20-Jan-12	01-Jan-12 Active	1PDP	NORTH STOCKYARD CREEK	BIF	1.0326350	1.4759170	
M41M0385RU	BILLABONG 2-13-14HBK	STOCKYARD CREEK	MIDDLE BAKKEN	SAMSON	WILLIAMS	ND	154N	99W	1314	13 154N 99W SW	3310502874	19-Apr-13	15-Mar-15	01-Mar-15 Active	1PDP	NORTH STOCKYARD CREEK	BIF	0.2387750	0.1853660	
M41M05T8TU	SAIL AND ANCHOR 4-13-14HBK	STOCKYARD CREEK	MIDDLE BAKKEN	SLAWSON	WILLIAMS	ND	154N	99W	1314	13 154N 99W SW	3310502975	22-Apr-13	18-Sep-13	01-Sep-13 Active	1PDP	NORTH STOCKYARD CREEK	BIF	0.2357750	0.1853660	
M41M0706KU	LITTLE CREATURE 1-15-14H	STOCKYARD CREEK	MIDDLE BAKKEN	SLAWSON	WILLIAMS	ND	154N	99W	1415	10 154N 99W SE	3310503254	11-Oct-13	04-Feb-14	01-Feb-14 Active	1PDP	NORTH STOCKYARD CREEK	BIF	0.2411540	0.1895110	
M41M438ABU	IRONBANK 5-14-13TFH	STOCKYARD CREEK	THREE FORKS	SLAWSON	WILLIAMS	ND	154N	99W	1314	14 154N 99W NW	3310503496	29-Sep-14	10-Dec-14	01-Dec-14 Active	1PDP	NORTH STOCKYARD CREEK	BIF	0.2347950	0.1849450	
M41M43EATU	BLACKDOG 3-13-14H	STOCKYARD CREEK	MIDDLE BAKKEN	SLAWSON	WILLIAMS	ND	154N	99W	1314	13 154N 99W SE	3310502976	27-Apr-13	12-Apr-14	01-Apr-14 Active	1PDP	NORTH STOCKYARD CREEK	BIF	0.2342210	0.1841770	
M41M43QAAU	BOOTLEG 4-14-15TFH	STOCKYARD CREEK	THREE FORKS	SLAWSON	WILLIAMS	ND	154N	99W	1415	14 154N 99W NE	3310503461	26-Apr-14	13-Sep-14	01-Sep-14 Active	1PDP	NORTH STOCKYARD CREEK	BIF	0.2312750	0.1782630	
M41M4389EJ	COFFEE 2-15-14HBK	STOCKYARD CREEK	MIDDLE BAKKEN	SLAWSON	WILLIAMS	ND	154N	99W	1415	10 154N 99W SE	3310503130	20-Aug-13	24-Feb-14	01-Feb-14 Active	1PDP	NORTH STOCKYARD CREEK	BIF	0.2385060	0.1867820	
M41M44J9S5	TOHONEY 2-14-14HBK	STOCKYARD CREEK	MIDDLE BAKKEN	SLAWSON	WILLIAMS	ND	154N	99W	1415	10 154N 99W SE	3310503131	23-Apr-14	24-Feb-14	01-Feb-14 Active	1PDP	NORTH STOCKYARD CREEK	BIF	0.2385060	0.1867820	
M9KKO0L7M	POMPEY 17-18H	BRIAR CREEK	MADISON	ZAVANNA	WILLIAMS	ND	152N	104W	1718	21 152N 104W NE	3310501661	10-Dec-07	11-Mar-08	01-Mar-08 Active	1PDP	LEWIS AND CLARK	BIF	1.4132490	1.1312940	
M9KK01BSB6	MCCOY 44-36H	SIVERSTON	THREE FORKS	XTO	MCKENZIE	ND	151N	98W	3625	36 151N 98W SE	3305302918	29-Aug-08	26-Nov-08	01-Nov-08 Active	1PDP	WILD BASIN	BIF	0.2771150	0.2078360	
M9KK01NUC6	FT. BUFORD 1-16H	BRIAR CREEK	MADISON	ZAVANNA	WILLIAMS	ND	152N	104W	16	17 152N 104W NE	3310501646	21-Aug-07	21-Oct-07	01-Oct-07 Active	1PDP	LEWIS AND CLARK	BIF	1.3204340	1.0563470	
M9KK022OD6	CEYNAR 29-32H	BANKS	MIDDLE BAKKEN	OASIS	MCKENZIE	ND	152N	98W	2932	29 152N 98W NW	3305303223	16-Oct-10	09-Mar-11	01-Mar-11 Active	1PDP	WILD BASIN	BIF	6.3192700	4.7394530	
M9KK02CR6E	A. JOHNSON 12-1H	BANKS	MIDDLE BAKKEN	OASIS	MCKENZIE	ND	152N	98W	1201	12 152N 98W SE	3305303311	16-Feb-11	30-Jun-11	01-Jun-11 Active	1PDP	WILD BASIN	BIF	1.0478890	0.7859170	
M9KK02E5F6	NORDENG 24-13H	BANKS	MIDDLE BAKKEN	OASIS	MCKENZIE	ND	152N	98W	0112	24 152N 98W SW	3305303380	04-Jan-11	10-Jul-11	01-Jul-11 Active	1PDP	WILD BASIN	BIF	1.4594230	1.4559670	
M9KK03L5Z2	STILETTRAY FEDERAL 1-29H	MONDAK	MIDDLE BAKKEN	OASIS	MCKENZIE	ND	148N	104W	29	29 148N 104W SE	3305302679	17-Mar-06	17-Mar-06	01-Jun-06 Active	1PDP	TALISMAN	BIF	13.2300000	10.5840000	
M9KK03TJ62	STRINGRAY FEDERAL 1-32H	SQUAW GAP	MIDDLE BAKKEN	SLAWSON	MCKENZIE	ND	147N	104W	32	32 147N 104W SE	3305302764	10-Jan-07	04-Apr-07	01-Apr-07 Active	1PDP	TALISMAN	BIF	11.9070000	9.9296000	
M9KK03DM72	CHARBONNEAU 1-14H	BRIAR CREEK	MADISON	ZAVANNA	WILLIAMS	ND	152N	104W	14	14 152N 104W NW	3310501630	30-Jun-07	10-Sep-07	01-Sep-07 Active	1PDP	LEWIS AND CLARK	BIF	1.5000000	1.2000000	
M9TJKFARM2	HAGEN 31-30H	BANKS	MIDDLE BAKKEN	OASIS	MCKENZIE	ND	152N	98W	3130	31 152N 98W SW	3305303575	29-Jul-11	09-Nov-11	01-Nov-11 Active	1PDP	WILD BASIN	BIF	1.9469990	1.4602600	
M9UC7OWRA1	MCCOY 44X-36D	SIVERSTON	MIDDLE BAKKEN	XTO	MCKENZIE	ND	151N	98W	3625	36 151N 98W SE	3305305537	24-Jan-14	14-Jun-14	01-Jun-14 Active	1PDP	WILD BASIN	BIF	0.1938850	0.1454854	
MA2H5JTR57	GRIDLEY 33-A-4-1H	WILDCAT ROOSEVELT	RATCLIFFE	WHITING	ROOSEVELT	MT	28N	59E	33	33 28N 59E NE S	2508521721	07-Jan-08	02-Mar-08	01-Mar-08 Active	1PDP	BIG SKY	BIF	3.9854500	7.5188300	
MBM3JK5E43	SJOL 5-8 1H	WILLISTON	MIDDLE BAKKEN	STAITOL	WILLIAMS	ND	154N	100W	0508	5 154N 100W NW	3310502284	26-Aug-11	11-Jun-12	01-Jun-12 Active	1PDP	STOCKYARD CREEK	BIF	0.0735900	0.0585400	
MSDCEJPD12	MARK 4-9 #19H	STOCKYARD CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	154N	100W	02	3 154N 100W NW	3310502653	25-Mar-15	19-Dec-16	01-Dec-16 Active	1PDP	CATWALK CREEK	BIF	0.1011710	0.0789250	
NSCOTRJE8R	SABERTooth 1-24H	STONY CREEK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	155N	100W	24	23 155N 100W NE	3310502561	01-Apr-12	10-Aug-12	01-Jul-12 Active	1PDP	CATWALK CREEK	BIF	0.7111400	0.5653560	
NSMG7M02XZ	BEAGLE 1-32H	SPRINGBROOK	MIDDLE BAKKEN	ZAVANNA	WILLIAMS	ND	155N	100W	3229	32 155N 100W SW	3310502600	27-May-12	18-Sep-12	01-Sep-12 Active	1PDP	CATWALK CREEK	BIF	1.6801160	1.3540760	
NSMG92CPMM	MELISSA 31-30 #1-H	EAST FORK	MIDDLE BAKKEN	STAITOL	WILLIAMS	ND	156N	100W	3130	31 156N 100W S2	3310502468	19-Feb-12	21-May-12	01-May-12 Active	1PDP	CATWALK CREEK	BIF	0.0200410	0.0159330	
NSMGN88MVJ	STALIELE 8-3328H	WILDCAT ROOSEVELT	MIDDLE BAKKEN	EOG	ROOSEVELT	MT	28N	59E	3328	33 28N 59E SE S	2508521771	24-Mar-12	27-Jun-12	01-Jun-12	1PDP	BIG SKY	BIF	0.9407570	0.7526050	
O1IEGBLPC5	A. TUFTO 18-19 1-H	COW CREEK	MIDDLE BAKKEN	STAITOL	WILLIAMS	ND	155N	100W	1819	7 155N 100W SE	3310502025	28-Dec-10	29-May-11	01-May-11 Active	1PDP	CATWALK CREEK	BIF	0.0000000	0.0056390	
O1IEGCTKXK	GEORGE 19-30 1H	STOCKYARD CREEK	MIDDLE BAKKEN	ZAVANNA																

EXHIBIT B-2

Units

- See attached.

Upside locations based on assumed wells per section less existing wells, non-consent wells, and sold AFEs

Blue Text = Hardcoded

If wells in same unit have different interests, the newest well's WI was used

Signifies units where the undeveloped acreage has been sold - Coachman still owns PDPs in these units and they are a part of this sale

DO NOT sum gross unit acres and net unit acres - will result in double counting in some cases

TenOaks DSU #	TenOak's DSU Name	Transaction	Township	Range	Section	County	State	Operator	Unit Acres	Calc. Net Acres
10	Stateline Unit		28N	59E	28 & 33	Roosevelt	MT	EOG Resources	1,280	12.04
11	Melissa Unit		156N	100W	30 & 31	Williams	ND	Statoil	1,280	0.26
12	Ruth Unit		156N	100W	28 & 33	Williams	ND	Statoil	1,280	0.53
13	Syverson 30 - 31 Unit		156N	99W	30 & 31	Williams	ND	Petro-Hunt	1,280	1.67
14	L Tufto Unit		155N	100W	6 & 7	Williams	ND	Statoil	1,280	-
18	Bengal/Shepard Unit		155N	100W	2, 3 & 11	Williams	ND	Zavanna	1,920	1.94
19	Syverson 1 -12 Unit		155N	100W	1 & 12	Williams	ND	Statoil	1,280	3.68
24	Panther/Mastiff/Rover Unit		155N	100W	16 & 21	Williams	ND	Zavanna	1,280	0.12
31	Jarold Unit		155N	101W	25 & 36	Williams	ND	Statoil	1,280	0.23
37	SJOL Unit		154N	100W	5 & 8	Williams	ND	Statoil	1,280	0.94
38	Mark Unit		154N	100W	4 & 9	Williams	ND	Statoil	1,280	0.12
42	Bootleg Three Forks Unit		154N	99W	14 & 15	Williams	ND	Slawson	960	2.22
43	Ironbank Three Forks Unit		154N	99W	13 & 14	Williams	ND	Slawson	960	2.25
58	Cheryl Unit		152N	98W	17 & 20	McKenzie	ND	Statoil	1,280	13.40
65	Rolfsrud Unit		152N	97W	6 & 7	McKenzie	ND	Oasis Petroleum	1,280	11.47
67	Rolfsrud Federal Unit		152N	97W	18 & 19	McKenzie	ND	Oasis Petroleum	1,280	5.29
68	McCoy Unit		151N	98W	25 & 36	McKenzie	ND	XTO Energy	1,280	2.48
69	Pompey Unit		152N	104W	17 & 18	Williams/McKenzie	ND	Zavanna	960	13.57
70	Ft. Buford Unit		152N	104W	15 & 16	Williams/McKenzie	ND	Zavanna	1,280	17
71	Stubbs Unit		152N	104W	21 & 28	Williams/McKenzie	ND	Statoil	1,280	6.28
72	Houston Unit		152N	104W	2 & 11	Williams	ND	Statoil	1,280	4.26
74	Stiletto Federal Unit		148N	104W	29	McKenzie	ND	Slawson	640	84.67
75	Maverick Federal Unit		147N	105W	14	McKenzie	ND	Slawson	640	84.67
76	Stingray Federal Unit		147N	104W	32	McKenzie	ND	Slawson	640	84.67
77	Piranha Unit		146N	104W	4	McKenzie	ND	Slawson	640	48.75

Fund	BIF WI (dec)	BIF NRI (dec)	BDF III WI (dec)	BDF III NRI (dec)	BDF IV WI (dec)	BDF IV NRI (dec)	CEL II WI (dec)	CEL II NRI (dec)	Feet Across	Total WI (Exisiting HZ well, dec)	Total Coachman NRI (dec)	ORRI
BIF	0.009408	0.007526							5,280	0.00940757	0.00752605	-
BIF	0.000200	0.000159							5,280	0.00020041	0.00015933	-
BIF	0.000417	0.000234							5,280	0.00041667	0.00023438	-
BIF	0.001308	0.001040							5,280	0.00130784	0.00103973	-
BIF									5,280	-	-	0.00003407
BIF	0.001012	0.000759							Various	0.00101170	0.00075878	-
BIF	0.002876	0.002287							5,280	0.00287631	0.00228667	-
BIF	0.000094	0.000078							5,280	0.00009380	0.00007810	-
BIF	0.000183	0.000145							5,280	0.00018287	0.00014538	-
BIF	0.000736	0.000585							5,280	0.00073590	0.00058507	-
BIF	0.000093	0.000074							5,280	0.00009335	0.00007425	-
BIF	0.002313	0.001783							5,280	0.00231275	0.00178263	-
BIF	0.002348	0.001878							5,280	0.00234795	0.00187836	-
BIF	0.010472	0.003613							5,280	0.01047241	0.00361330	-
BIF	0.008958	0.006718							5,280	0.00895780	0.00671835	-
BIF	0.004135	0.003101							5,280	0.00413500	0.00310125	-
BIF	0.001939	0.001456							5,280	0.00193900	0.00145600	-
BIF	0.014141	0.011313							5,280	0.01414062	0.01131250	-
BIF	0.013204	0.010564							5,280	0.01320434	0.01056350	-
BIF	0.004905	0.002759							5,280	0.00490534	0.00275930	-
BIF	0.003331	0.001794							5,280	0.00333051	0.00179430	-
BIF	0.132300	0.105840							5,280	0.13230000	0.10584000	-
BIF	0.132300	0.105840							5,280	0.13230000	0.10584000	-
BIF	0.132300	0.105840							5,280	0.13230000	0.10584000	-
BIF	0.076174	0.060939							5,280	0.07617420	0.06093940	-

E-W
N-S
NW-SE

Locations						
Three Forks DUCs	2nd Three Forks DUCs	Bakken Locations	Three Forks Locations	2nd Three Forks Locations	Lateral Length (miles)	Lateral Direction
-		5	6	0	2	N-S
-		2	3	6	2	N-S
-		2	2	6	2	N-S
-		1	4	6	2	N-S
-		5	6	6	2	N-S
-		5	9	11	1	NW-SE
-		2	2	6	2	N-S
-		2	3	6	2	N-S
-		4	4	6	2	N-S
-		5	6	6	2	N-S
-		0	3	6	2	N-S
-		0	1	6	1.5	E-W
-		0	0	6	1.5	E-W
-		1	2	6	2	N-S
-		5	6	6	2	N-S
-		5	6	6	2	N-S
-		4	5	6	2	N-S
-		6	6	0	1.5	E-W
-		6	6	0	2	E-W
-		5	6	0	2	N-S
-		5	6	0	2	N-S
-		4	5	0	1	NW-SE
-		4	5	0	1	NW-SE
-		4	5	0	1	NW-SE
-		4	5	0	1	NW-SE

EXHIBIT C

Material Agreements

- See attached.

Exhibit "C"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated effective November 1, 2017
 by and between Bakken Income Fund LLC and Zavanna, LLC
 covering lands in Williams County, North Dakota, McKenzie County, North Dakota, and Roosevelt County, Montana

Contract	Prospect	Date of Contract	Parties	Township-Range-Sections
Agency Agreement	Catwalk Creek Stockyard Creek North Stockyard Creek Lewis & Clark	12/1/2014	Coachman Energy Administrator, LLC and Baken Drilling Fund III, LP, et al	Multiple
Participation Agreement	Stockyard Creek	7/7/2007	Zavanna, LLC and Rockmont Oil Properties, LLC, et al	<u>153N-99W:</u> 1, 2, 3, 4, 5 and 6 <u>154N-99W:</u> 19, 20, 21, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36
Joint Operating Agreement	Stockyard Creek	7/7/2007	Zavanna, LLC, as Operator and Rockmont Oil Properties, LLC, et al as Non-Operators	<u>153N-99W:</u> 1, 2, 3, 4, 5 and 6 <u>154N-99W:</u> 19, 20, 21, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36
Participation Agreement	Catwalk Creek	9/5/2008	Zavanna, LLC and Rockmont Oil Properties, LLC, et al	<u>155N-100W:</u> 2, 3, 8, 9, 10, 11, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35 and 36
Joint Operating Agreement	Catwalk Creek	9/5/2008	Zavanna, LLC, as Operator and Rockmont Oil Properties, LLC, et al as Non-Operators	<u>155N-100W:</u> 2, 3, 8, 9, 10, 11, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35 and 36
Participation Agreement	North Stockyard Creek	11/17/2006	Zavanna, LLC and Rockmont Oil Properties, LLC, et al	<u>154N-99W:</u> 13, 14, 15, 22, 23, 24
Joint Operating Agreement	North Stockyard Creek	11/1/2006	Zenergy, Inc., as Operator and Zavanna, LLC, et al as Non-Operators	<u>154N-99W:</u> 13, 14, 15, 22, 23, 24
Participation Agreement	North Stockyard Creek	8/18/2008	Zavanna, LLC and Coachmanan Energy, LLC, et al	<u>154N-99W:</u> 13, 14, 15, 22, 23, 24
Joint Operating Agreement	North Stockyard Creek	8/1/2008	Zavanna, LLC and Coachmanan Energy, LLC, et al	<u>154N-99W:</u> 13, 14, 15, 22, 23, 24
Joint Operating Agreement	BERQUIST 33-28H	2/15/2011	Zenergy, Inc., as Operator and Rockmont Oil Properties, LLC, et al as Non-Operator	<u>152N-98W:</u> 28, 33
Joint Operating Agreement	BERQUIST 34-27H	2/1/2010	Zenergy, Inc., as Operator and Rockmont Oil Properties, LLC, et al as Non-Operator	<u>152N-98W:</u> 27, 34

Joint Operating Agreement	CEYNAR 29-32H	9/1/2010	Zenergy, Inc., as Operator and Rockmont Oil Properties, LLC, et al as Non-Operator	<u>152N-98W:</u> 29, 32
Joint Operating Agreement	HOUSTON 11-2 Unit	7/1/2015	Statoil Oil & Gas LP, as Operator and Bakken Income Fund LLC, et al as Non-Operators	<u>152N-104W:</u> 2, 11
Joint Operating Agreement	MELISSA 31-30 Unit	7/1/2015	Statoil Oil & Gas LP, as Operator and Bakken Income Fund LLC, et al as Non-Operators	<u>156N-100W:</u> 30, 31
Joint Operating Agreement	RUTH 28-33 Unit	5/20/2015	Statoil Oil & Gas LP, as Operator and Bakken Income Fund LLC, et al as Non-Operators	<u>156N-100W:</u> 28, 33
Joint Operating Agreement	Wild Basin	1/21/2005	Zinke & Trumbo, Inc, as Operator and Zavanna, LLC, et al as Non-Operators	Multiple
Participation Agreement	Wild Basin	1/21/2005	Split Creek Enterprises, LLC, and Zzavanna, LLC, et al	Multiple
Participation Agreement	Wild Basin	9/16/2008	Horizon Drilling, LLC and Rockmont Oil Properties, LLC, et al	<u>152N-98W:</u> 9, 25, 36 <u>151N-98W:</u> 25, 36
Participation Agreement	Big Sky	11/5/2007	Zavanna, LLC and Rockmont Oil Properties, LLC, et al	<u>28N-59E:</u> 33
Joint Operating Agreement	Big Sky	5/31/2005	Petro-Hunt, LLC, as Operator and Zavanna, LLC, as Non-Operator	<u>28N-59E:</u> 33

EXHIBIT D

Form of Assignment, Bill of Sale, and Conveyance

- See attached.

EXHIBIT D

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this “**Assignment**”), effective as of 12:00 a.m. Mountain Daylight Time on [●], 2018 (the “**Effective Time**”), is made by **Bakken Income Fund LLC**, with an address of 5251 DTC Parkway, Suite 200, Greenwood Village, Colorado 80111 (“**Assignor**”) to and in favor of **Zavanna, LLC**, with an address of 1200 17th Street, Suite 1100, Denver, Colorado 80202 (“**Assignee**”).

NOW, THEREFORE, for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Assignor does hereby SELL, ASSIGN, CONVEY, TRANSFER, SET OVER and DELIVER unto Assignee, effective as of the Effective Time, all of Assignor’s undivided right, title, and interest in, to, under or derived from the following (collectively, the “**Assets**”):

A. The oil, gas, and/or mineral leases and any extensions, renewals, ratifications or amendments to such leases described on **Exhibit A** attached hereto, together with all other rights, titles and interests of Assignor in and to the Leases including all working interest, royalty interests, overriding royalty interests, net profits interests, production payments, mineral interests, non-consent interests, forced pooled interests, and interests acquired under Contracts, whether or not such interests are listed on **Exhibit A** (the “**Leases**”) covering the lands described on **Exhibit A** (the “**Lands**”); provided, however, that all of the foregoing are subject to the limitations, if any, described in said **Exhibit A**;

B. all of the oil and gas wells, salt water disposal wells, injection wells and other wells and wellbores located on or attributable to the Leases or Lands or on lands pooled, unitized or communitized with the Lands, whether producing, in progress, plugged or unplugged, shut-in or permanently or temporarily abandoned, including those wells identified on **Exhibit B** (the “**Wells**,” and, together with Leases and Lands, the “**Properties**”);

C. the oil, gas, casinghead gas, coal bed methane, condensate, and other gaseous and liquid hydrocarbons or any combination thereof, sulphur extracted from hydrocarbons, and all other lease substances (“**Hydrocarbons**”) under the Properties and that may be produced and saved under or otherwise be allocated or attributed to the Properties from and after the Effective Time;

D. all equipment, machinery, fixtures and other tangible personal property and improvements located on the Properties and primarily used or held for use for the production, gathering, treatment, processing, storage, sale, disposal and other handling of Hydrocarbons attributable thereto, including any wellhead equipment, wells, tanks, boilers, buildings, fixtures, injection facilities, saltwater disposal facilities, compression facilities, pumping units and engines, flow lines, pipelines, gathering systems, gas and oil treating facilities, machinery, power lines, telephone lines, roads, and other appurtenances, improvements, and facilities related thereto (collectively, the “**Equipment**”);

E. all permits (to the extent assignable), surface leases, surface use agreements, rights-of-way, licenses, servitudes, easements and other surface rights agreements that are primarily related to the use, ownership, or operation of the Properties or the Equipment, including those Contracts described on **Exhibit C** (collectively, the “**Surface Contracts**”);

F. to the extent assignable to Assignee and to the extent the transfer or disclosure thereof to Assignee would not be restricted by binding obligations of confidentiality against Assignor, all seismic records, gravity maps, gravity meter surveys, seismic surveys, well logs, and other similar geological or geophysical surveys or data owned or licensed by Assignor and covering any portion of the Properties, including any processed or reprocessed data;

G. to the extent transferable and to the extent the transfer or disclosure thereof to Assignee would not be restricted by binding obligations of confidentiality against Assignor, all existing and effective Applicable Contracts, including those Contracts described on **Exhibit C**;

H. to the extent transferable and to the extent the transfer or disclosure thereof to Assignee would not be restricted by binding obligations of confidentiality against Assignor, originals, to the extent available, or copies of all the files, records, and data relating to the items described in paragraphs A through G, which records include: lease records; well records; division order records; well files; contract files; title records (including abstracts of title, title opinions and memoranda, and title curative documents); engineering records; correspondence; electronic data files (if any); maps; production records; electric logs; core data; core samples; pressure data; decline curves and graphical production curves; and reserve reports (collectively, the “**Records**”); and

I. all rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses) whether arising before, on, or after the Effective Time to the extent such rights, claims, and causes of action relate to any of the Assumed Liabilities.

TO HAVE AND TO HOLD the Assets herein conveyed unto Assignee, its successors and assigns forever; provided, however, that this Assignment is executed without warranty of title express or implied, except that Assignor warrants and agrees to defend title to the Assets unto Assignee, its successors and assigns, against any and all persons or entities lawfully claiming or to claim the Assets or any portion thereof, by, through or under Assignor but not otherwise. In addition, to the maximum extent permitted by applicable law. Assignee shall be subrogated to all of Assignor’s rights in and to representations, warranties and covenants given with respect to the Assets; and Assignor hereby grants and transfers to Assignee, its successors and assigns, to the maximum extent so transferable and permitted under applicable law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor (and such right shall not exclude any right of Assignor to enforce the same).

EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT AND ASSIGNOR’S SPECIAL WARRANTY OF TITLE SET FORTH IN THE PARAGRAPH ABOVE, ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY AND RESPONSIBILITY AND ASSIGNEE ACKNOWLEDGES AND AGREES THAT THE

ASSETS ARE BEING TRANSFERRED, ASSIGNED AND CONVEYED FROM ASSIGNOR TO ASSIGNEE "AS-IS, WHERE-IS," AND WITH ALL FAULTS IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITHOUT RECOURSE. EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT AND ASSIGNOR'S SPECIAL WARRANTY OF TITLE SET FORTH IN THE PARAGRAPH ABOVE, ASSIGNOR HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES CONCERNING THE ASSETS, INCLUDING WITHOUT LIMITATION, CONDITION, QUALITY, COMPLIANCE WITH LAWS, ABSENCE OF DEFECTS (LATENT OR PATENT), SAFETY, STATE OF REPAIR, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND ASSIGNEE (ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS) IRREVOCABLY WAIVES ANY AND ALL CLAIMS IT MAY HAVE AGAINST ASSIGNOR ASSOCIATED WITH THE SAME. Assignor and Assignee agree that the preceding disclaimers of warranty are "conspicuous" disclaimers for purposes of any applicable law, rule or order.

Effective as of the Effective Time, Assignee does hereby assume and agree to fulfill, perform, pay and discharge the Assignor's obligations with respect to the Lands and Leases including, without limitation, obligations under the Leases, Surface Contracts and Applicable Contracts.

Separate assignments of the Assets may be executed on official approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed in this Assignment.

It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee, subject to the reservations and conditions set forth herein, all of Assignor's right, title and interest on the Effective Time in and to the Assets, regardless of the omissions or errors in the descriptions thereof, any incorrect or misspelled names or any transcribed incorrect recording references. Assignor will execute and deliver all such other and additional instruments, notices, releases, acquittances, and other documents, and will do all such other acts and things as may be reasonably requested in order more fully and effectively to assure to Assignee or its successor and assigns all of the respective rights and interests conveyed by this Assignment or intended to be so conveyed.

This Assignment is subject to the terms and conditions of the Purchase and Sale Agreement dated [●], 2018, between Assignor and Assignee (the "**Purchase Agreement**") which shall not merge into this Assignment and shall survive the execution and delivery hereof as provided herein. No provision set forth in this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement, and any conflict between this Assignment and the Purchase Agreement will be governed by the Purchase Agreement. Any capitalized term contained in this Assignment, but not defined in this Assignment, shall have the meaning ascribed to such term in the Purchase Agreement.

This Assignment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.

This Assignment and the provisions contained herein shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and assigns.

[Signature Pages Follow]

This Assignment is executed on the date set forth in the acknowledgments, but is effective for all purposes as of the Effective Time.

ASSIGNOR:

BAKKEN INCOME FUND LLC

By: Coachman Energy Managing General Partners LLC, Sole Manager

By: _____
Name: Randall D. Kenworthy
Its: Chief Executive Officer

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____ 2018, by Randall D. Kenworthy, as the Chief Executive Officer of Coachman Energy Managing General Partners LLC, the Sole Manager of Bakken Income Fund LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____

ASSIGNEE:

ZAVANNA, LLC

By: _____
Name: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2018, by _____, _____ of Zavanna, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT E

Form of Buyer's Officer Certificate

[Please insert]

EXHIBIT F

Form of Seller's Officer Certificate

- See attached.

EXHIBIT F

SELLER'S OFFICER CERTIFICATE

I, Randall D. Kenworthy, the CEO of Coachman Energy Managing General Partners, LLC, the Sole Manager of Bakken Income Fund LLC, on this _____ day of [●], 2018, do hereby certify in accordance with the terms contained in the Purchase and Sale Agreement dated effective [●], 2018 by and between Bakken Income Fund LLC, as Seller, and Zavanna, LLC, as Buyer (the “**Agreement**”), that (a) Seller’s representations and warranties given in the Agreement are true and correct in all material respects, on and as of the date hereof (except to the extent any representations and warranties of Seller contained in the Agreement were made as of a specified date, in which case such representations and warranties were true and correct as of such specified date); and (b) Seller has performed and satisfied in all material respects all covenants and agreements required by the Agreement to be performed and satisfied by Seller on or before the date hereof.

BAKKEN INCOME FUND LLC

By: Coachman Energy Managing General
Partners, LLC, Sole Manager

Name: Randall D. Kenworthy
Title: Chief Executive Officer

EXHIBIT G

Form of Certificate of Non-Foreign Status

- See attached.

EXHIBIT G

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a buyer of a United States real property interest must withhold tax if the seller is a foreign person. To inform **Zavana, LLC** (“Buyer”) that withholding of tax is not required upon the disposition of a United States real property interest owned by **Bakken Income Fund LLC** (“Seller”), the undersigned hereby certifies the following on behalf of the Seller;

1. Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
2. The United States employer identification number of the Seller is [●].
3. The home office address of Seller is 5251 DTC Parkway, Suite 200, Greenwood Village, Colorado 80111.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

BAKKEN INCOME FUND LLC

By: Coachman Energy Managing General Partners,
LLC, Sole Manager

By: _____

Name: Randall D. Kenworthy

Title: CEO

Date: _____

EXHIBIT H

Form of Estoppel Certificate

[Please insert]

DISCLOSURE SCHEDULES

Schedule 2.2 - Allocated Values

[Please insert]

Schedule 6.2(a)(1) - Executory Contracts; Cure Amounts¹

Executory Contracts:

- See Exhibit A of the Seller's Disclosure Schedule and Exhibits, which is hereby incorporated by reference into this Schedule 6.2(a)(1).
- See Exhibit C of the Seller's Disclosure Schedule and Exhibits, which is hereby incorporated by reference into this Schedule 6.2(a)(1).
- Administration Agreement, by and between the Seller and Coachman Energy Administrator.
- Oil and Gas Administration Agreement, by and between the Seller and Coachman Energy Administrator.
- Management Agreement, by and between the Seller and Coachman Energy Managing General Partners.
- Investment Management Agreement, by and between Seller and Coachman Energy Partners LLC.

Cure Amounts:

- The estimated Cure Amounts for each executory contract incorporated by reference hereto is \$0.00.

¹ NTD: This Schedule is subject to further review and comment by the Seller and its counsel.

Schedule 6.2(a)(2) - Purchase Contracts

[Please insert]

Schedule 7.6 - Capital Projects; AFEs

- See attached.

Schedule 7.6 - Capital Projects; AFEs

Well	Date Received	Election Due Date	Election Returned Date	Operator	Location	County	Formation	Working Interest	Total Gross Amount	Total Net Amount	Est. Spud Date	Notes
RUTH 28-33 1-H	5/2/17	6/1/17	5/5/17	Statoil	T156N-R100W Sec 28 & 33	Williams (ND)	Middle Bakken	0.04167%	\$ 350,000.00	\$ 145.83	9/18/11	Convert from RP to ESP artificial lift to improve production potential
EVERETT 1-15H	5/12/17	6/12/17	5/15/17	Zavanna	T154N-R99W Sec 15	Williams (ND)	Middle Bakken	7.25261%	\$ 170,000.00	\$ 12,329.44	5/7/11	Pump change and heel cleanout to return well to production
STILETTO FEDERAL 1-29H	5/15/17	6/14/17	6/5/17	Slawson	T148N-R104W Sec 29	McKenzie (ND)	Middle Bakken	11.90700%	\$ 96,400.00	\$ 11,478.35	3/17/06	Put well back in NDIC compliance by fixing inadequate bonding across Dakota Group
HAGEN 31-30H	6/12/17	7/12/17	6/15/17	Oasis Petroleum	T152N-R98W Sec 30 & 31	McKenzie (ND)	Middle Bakken	1.94700%	\$ 3,006,119.00	\$ 58,529.11	7/29/11	Re-Fracture stimulation to increase production and partially repressurize reservoir
NIELS 32-29 1H	6/21/17	7/21/17	6/27/17	Zavanna	T154N-R99W Sec 29 & 32	Williams (ND)	Middle Bakken	5.31188%	\$ 495,000.00	\$ 26,293.83	7/11/11	Shut-In/TA for offset frac; cleanout after offset frac
BRUCE 5-8 1H	6/21/17	7/21/17	6/27/17	Zavanna	T153N-R99W Sec 5 & 8	Williams (ND)	Middle Bakken	4.18980%	\$ 495,000.00	\$ 20,739.51	3/27/11	Shut-In/TA for offset frac; cleanout after offset frac
NIELS 32-29 1H	7/24/17	8/20/17	7/24/17	Zavanna	T154N-R99W Sec 29 & 32	Williams (ND)	Middle Bakken	5.31188%	\$ 35,000.00	\$ 1,859.16	7/11/11	Additional costs for pump change
BENGAL 1-2H	7/24/17	8/20/17	7/24/17	Zavanna	T155N-R100W Sec 2	Williams (ND)	Middle Bakken	0.30393%	\$ 405,300.00	\$ 1,231.83	12/31/11	Additional costs to TA and flowback for off-set frac (Shepherd 3-11 pad)
NELSON 3-10 1H	7/31/17	8/30/17	8/3/17	Zavanna	T153N-R99W Sec 3 & 10	Williams (ND)	Middle Bakken	2.35954%	\$ 450,000.00	\$ 10,617.92	5/1/12	Convert from gas lift to rod pump
EVERETT 1-15H	8/14/17	8/15/17	8/16/17	Zavanna	T154N-R99W Sec 15	Williams (ND)	Middle Bakken	7.25261%	\$ 237,500.00	\$ 17,224.95	5/7/11	Supplement to 5/11/17 WO AFE
CEYNAR 29-32H	8/15/17	9/14/17	8/31/17	Oasis Petroleum	T152N-R98W Sec 29	McKenzie (ND)	Middle Bakken	6.31927%	\$ 3,328,151.00	\$ 210,314.85	10/16/10	Re-Fracture stimulation to increase production and partially repressurize reservoir
BEAGLE 1-32H	8/24/17	9/23/17	8/28/17	Zavanna	T155N-R100W Sec 32	Williams (ND)	Middle Bakken	1.68012%	\$ 285,000.00	\$ 4,788.33	5/27/12	Pump change and replace tubing
NELSON 3-10 1H	9/26/17	N/A	N/A	Zavanna	T153N-R99W Sec 3 & 10	Williams (ND)	Middle Bakken	2.35954%	\$ 35,000.00	\$ 825.84	5/1/12	Repair/replace current flare system on location
JEAN BAPTISTE 1-11H	9/28/17	10/28/17	10/9/17	Zavanna	T152N-R104W Sec 11	Williams (ND)	Middle Bakken	1.09767%	\$ 270,500.00	\$ 2,969.20	7/20/08	Attempt to retrieve fish and re-establish connection with the reservoir
COUGAR 1-35H	10/11/17	11/10/17	10/16/17	Zavanna	T155N-R100W Sec 35	Williams (ND)	Middle Bakken	1.41246%	\$ 146,200.00	\$ 2,065.01	12/15/10	Replace tubulars and reinstall rod pump BHA to return well to production
SAKAKAWEA 1-21H	10/17/17	11/16/17	N/A	Zavanna	T152N-R104W Sec 21	Williams (ND)	Middle Bakken	1.49334%	\$ 82,260.00	\$ 1,228.42	10/19/07	Supplemental AFE from Plug & Abandon of well
CEYNAR 29-32H	10/23/17	11/22/17	10/31/17	Oasis Petroleum	T152N-R98W Sec 29	McKenzie (ND)	Middle Bakken	6.31927%	\$ 3,328,151.00	\$ 210,314.85	10/16/10	Re-Ballot of Re-Fracture stimulation to increase production and partially repressurize reservoir
BENGAL 1-2H	10/24/17	11/23/17	10/25/17	Zavanna	T155N-R100W Sec 2	Williams (ND)	Middle Bakken	0.30393%	\$ 174,000.00	\$ 528.84	12/31/11	Change pump and fishing tubing
FT. BUFORD 1-16H	10/25/17	11/25/17	10/30/17	Zavanna	T152N-R104W Sec 16	Williams (ND)	Madison	1.32043%	\$ 30,000.00	\$ 396.13	8/21/07	Roundtrip rods to replace insert pump
LYNX 1-27H	11/1/17	12/1/17	11/7/17	Zavanna	T155N-R100W Sec 27	Williams (ND)	Middle Bakken	1.97653%	\$ 56,950.00	\$ 1,125.63	1/16/11	Replace downhole pump
PUMA 1-26H	11/29/17	12/29/17	12/13/17	Zavanna	T155N-R100W Sec 26	Williams (ND)	Middle Bakken	3.70833%	\$ 58,000.00	\$ 2,150.83	11/22/08	Repair hole in tubing; replace pump
CHEETAH 1-10H	1/18/18	2/17/18	1/30/18	Zavanna	T155N-R100W Sec 10	Williams (ND)	Middle Bakken	3.00000%	\$ 253,500.00	\$ 7,605.00	11/10/11	Remove and replace tubing & rods; clean heel with venturi tool; return to production
BERQUIST 33-28H	1/23/18	2/22/18	2/19/18	Oasis Petroleum	T152N-R98W Sec 28 & 33	McKenzie (ND)	Middle Bakken	1.66773%	\$ 3,981,971.00	\$ 66,408.33	2/28/11	Re-Fracture stimulation to increase production and partially repressurize reservoir
LION 1-14H	1/31/18	N/A	N/A	Zavanna	T155N-R100W Sec 14	Williams (ND)	Middle Bakken	2.79375%	\$ 170,500.00	\$ 4,763.34	12/3/11	Replace tubing, rod, and downhole pump
SJOL 5-8F #2H	3/1/18	4/30/18		Statoil	T154N-R100W Sec 5 & 8	Williams (ND)	Middle Bakken	0.07359%	\$ 8,423,009.76	\$ 6,198.83	3/10/18	Election deadline extension to 4/30/18 per Busch Thoma 3/14/18
SJOL 5-8F #3TFH	3/1/18	4/30/18		Statoil	T154N-R100W Sec 5 & 8	Williams (ND)	Three Forks	0.07359%	\$ 8,442,249.76	\$ 6,212.99	3/23/18	Election deadline extension to 4/30/18 per Busch Thoma 3/14/18
SJOL 5-8F #4TFH	3/1/18	4/30/18		Statoil	T154N-R100W Sec 5 & 8	Williams (ND)	Three Forks	0.07359%	\$ 8,431,167.76	\$ 6,204.83	4/5/18	Election deadline extension to 4/30/18 per Busch Thoma 3/14/18
SJOL 5-8F #5H	3/1/18	4/30/18		Statoil	T154N-R100W Sec 5 & 8	Williams (ND)	Middle Bakken	0.07359%	\$ 8,407,212.76	\$ 6,187.20	4/18/18	Election deadline extension to 4/30/18 per Busch Thoma 3/14/18
SJOL 5-8F #6TFH	3/1/18	4/30/18		Statoil	T154N-R100W Sec 5 & 8	Williams (ND)	Three Forks	0.07359%	\$ 8,472,931.76	\$ 6,235.57	5/1/18	Election deadline extension to 4/30/18 per Busch Thoma 3/14/18
SJOL 5-8F #7H	3/1/18	4/30/18		Statoil	T154N-R100W Sec 5 & 8	Williams (ND)	Middle Bakken	0.07359%	\$ 9,456,784.76	\$ 6,959.63	5/14/18	Election deadline extension to 4/30/18 per Busch Thoma 3/14/18
SJOL 5-8F XW #1TFH	3/6/18	4/30/18		Statoil	T154N-R100W Sec 5, 6, 7, & 8	Williams (ND)	Three Forks	0.02790%	\$ 8,448,386.76	\$ 2,356.68	2/25/18	Election deadline extension to 4/30/18 per Busch Thoma 3/14/18
SJOL 5-8F XE #1TFH	3/6/18	4/30/18		Statoil	T154N-R100W Sec 4, 5, 8, & 9	Williams (ND)	Three Forks	0.03226%	\$ 8,447,056.76	\$ 2,725.19	5/20/18	Election deadline extension to 4/30/18 per Busch Thoma 3/14/18
BENGAL 1-2H	3/7/18	N/A	N/A	Zavanna	T155N-R100W Sec 2	Williams (ND)	Middle Bakken	0.30393%	\$ 132,000.00	\$ 401.19	12/31/11	Replace tubing, rod, and downhole pump
THELMA 1-21H	3/28/18	N/A	N/A	Zavanna	T154N-R99W Sec 21	Williams (ND)	Middle Bakken	0.98438%	\$ 190,200.00	\$ 1,872.28	12/13/11	Repair hole in tubing; return to production
BERQUIST 34-27H	4/3/18	5/3/18		Oasis Petroleum	T152N-R98W Sec 27 & 34	McKenzie (ND)	Middle Bakken	0.99514%	\$ 3,046,552.00	\$ 30,317.58	2/16/10	Re-Fracture stimulation to increase production and partially repressurize reservoir
MARK 4-9 #1H	4/9/18	5/9/18		Statoil	T154N-R100W Sec 4 & 9	Williams (ND)	Middle Bakken	0.00934%	\$ 2,593,045.00	\$ 242.06	2/11/12	Re-Fracture stimulation to protect wellbore and increase production and reserves
MARK 4-9 #2TFH	4/9/18	5/9/18		Statoil	T154N-R100W Sec 4 & 9	Williams (ND)	Three Forks	0.00934%	\$ 2,216,900.00	\$ 206.95	5/3/13	Re-Fracture stimulation to protect wellbore and increase production and reserves

Schedule 7.7(b) - Notice of Defaults or Termination

- None.

Schedule 7.9(a) - Consents to Assign

- See attached.

Schedule 7.9(a) - Consent to Assign

Document Name	Counterparty	Area	Date
Participation Agreement (North Stokyard Creek)	Zavanna LLC	154N-99W:13, 14, 15, 22, 23, 24	8/18/2008
Joint Operating Agreement (North Stokyard Creek)	Zavanna LLC	154N-99W:13, 14, 15, 22, 23, 24	8/1/2008
Participation Agreement (Big Sky / GRIDLEY 33-A-4-1H)	Zavanna LLC	T28N-R59E:33	11/5/2007

Schedule 7.9(b) - Preferential Rights

Document Name	Counterparty	Area	Date
Preferential Rights Agreement	Zavanna LLC	All	4/10/2017

Schedule 7.9(b) - Preferential Rights

- See attached.

Schedule 7.9(a) - Consent to Assign

Document Name	Counterparty	Area	Date
Participation Agreement (North Stokyard Creek)	Zavanna LLC	154N-99W:13, 14, 15, 22, 23, 24	8/18/2008
Joint Operating Agreement (North Stokyard Creek)	Zavanna LLC	154N-99W:13, 14, 15, 22, 23, 24	8/1/2008
Participation Agreement (Big Sky / GRIDLEY 33-A-4-1H)	Zavanna LLC	T28N-R59E:33	11/5/2007

Schedule 7.9(b) - Preferential Rights

Document Name	Counterparty	Area	Date
Preferential Rights Agreement	Zavanna LLC	All	4/10/2017

Schedule 7.15 - Property Expenses²

- The Seller owes Property Expenses to the following parties in the amount listed next to each party's respective name below:
 - EOG Resources - \$528.94
 - Oasis Petroleum - \$14,970.78
 - Petro-Hunt - \$578.24
 - Slawson Exploration Company - \$12,752.23
 - XTO Energy - \$456.71

² NTD: This Schedule is subject to further review and comment by the Seller and its counsel.

Schedule 7.12 - Non-Consent Elections

- See attached.

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Schedule 7.12 - Non-Consent Elections

Lease / Well Name	Operator	Township	Range	Section	County	State	WI	NRI	Notes
CHERYL 17-20 #5H	STATOIL OIL & GAS LP	152N	98W	17 & 20	MCKENZIE	ND	1.05%	0.36%	This interest is non-consent due to late election
CHERYL 17-20 #6TFH	STATOIL OIL & GAS LP	152N	98W	17 & 20	MCKENZIE	ND	1.05%	0.36%	This interest is non-consent due to late election
CHERYL 17-20 #7H	STATOIL OIL & GAS LP	152N	98W	17 & 20	MCKENZIE	ND	1.05%	0.36%	This interest is non-consent due to late election
CHERYL 17-20 #8TFH	STATOIL OIL & GAS LP	152N	98W	17 & 20	MCKENZIE	ND	1.05%	0.36%	This interest is non-consent due to late election
CHERYL 17-20 XE #1H	STATOIL OIL & GAS LP	152N	98W	17 & 20; 16 & 21	MCKENZIE	ND	0.48%	0.36%	This interest is non-consent due to late election
MARK 4-9 3H	STATOIL OIL & GAS LP	154N	100W	4 & 9	WILLIAMS	ND	0.01%	0.01%	Missed election deadline (not returned); Non-Consent
MARK 4-9 4TFH	STATOIL OIL & GAS LP	154N	100W	4 & 9	WILLIAMS	ND	0.01%	0.01%	Missed election deadline (not returned); Non-Consent
MARK 4-9 5H	STATOIL OIL & GAS LP	154N	100W	4 & 9	WILLIAMS	ND	0.01%	0.01%	Missed election deadline (not returned); Non-Consent
MARK 4-9 6TFH	STATOIL OIL & GAS LP	154N	100W	4 & 9	WILLIAMS	ND	0.01%	0.01%	Missed election deadline (not returned); Non-Consent
MARK 4-9 7H	STATOIL OIL & GAS LP	154N	100W	4 & 9	WILLIAMS	ND	0.01%	0.01%	Missed election deadline (not returned); Non-Consent
MARK 4-9 8TFH	STATOIL OIL & GAS LP	154N	100W	4 & 9	WILLIAMS	ND	0.01%	0.01%	Missed election deadline (not returned); Non-Consent
MARK 4-9F XE #1H	STATOIL OIL & GAS LP	154N	100W	3 & 4 & 9 & 10	WILLIAMS	ND	0.00%	0.00%	Missed election deadline (not returned); Non-Consent
MELISSA 31-30 #2H	STATOIL OIL & GAS LP	156N	100W	30 & 31	WILLIAMS	ND	0.02%	0.02%	Missed election deadline (no election received); Non-Consent
MELISSA 31-30 #3TFH	STATOIL OIL & GAS LP	156N	100W	30 & 31	WILLIAMS	ND	0.02%	0.02%	Missed election deadline (no election received); Non-Consent
MELISSA 31-30 #4H	STATOIL OIL & GAS LP	156N	100W	30 & 31	WILLIAMS	ND	0.02%	0.02%	Missed election deadline (no election received); Non-Consent
MELISSA 31-30 #5TFH	STATOIL OIL & GAS LP	156N	100W	30 & 31	WILLIAMS	ND	0.02%	0.02%	Missed election deadline (no election received); Non-Consent
MELISSA 31-30 #6H	STATOIL OIL & GAS LP	156N	100W	30 & 31	WILLIAMS	ND	0.02%	0.02%	Missed election deadline (no election received); Non-Consent
MELISSA 31-30 #7TFH	STATOIL OIL & GAS LP	156N	100W	30 & 31	WILLIAMS	ND	0.02%	0.02%	Missed election deadline (no election received); Non-Consent
RUTH 28-33 5H	STATOIL OIL & GAS LP	156N	100W	28 & 33	WILLIAMS	ND	0.04%	0.02%	Non-Consent
RUTH 28-33 6TFH	STATOIL OIL & GAS LP	156N	100W	28 & 33	WILLIAMS	ND	0.04%	0.02%	Non-Consent
TIGER 1-23H	ZAVANNA LLC	155N	100W	23	WILLIAMS	ND	2.75%	2.19%	Did not make election into April 2015 Recompletion

Schedule 11.2(g) - Title Defects on Buyer-Operated Properties

- None.³

³ NTD: This Schedule is subject to further review and comment by the Seller and its counsel.

Schedule 14.1 - Ongoing Audits

- None.

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLORADO

IN RE:

BAKKEN INCOME FUND LLC,
EIN: 45-2586259

Debtor.

Case No. 16-20212 EEB

Chapter 11

**NOTICE OF (A) POTENTIAL ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (B) CURE AMOUNTS**

You are receiving this notice because you may be a counterparty to an executory contract or unexpired lease with the above-captioned debtor (the “Debtor”). Please read this notice carefully as your rights may be affected by the transactions described herein.

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On _____, 2018, the Debtor filed a *Motion For Order (I) Authorizing and Approving Purchase and Sale Agreement; (II) The Sale of Assets Free and Clear of Liens, Claims, Encumbrances, and Interests; (III) The Assumption and Assignment of Certain Executory Contracts and Leases; and (IV) Granting Related Relief* (the “Sale Motion”) (Docket No. __)¹ seeking, among other things, the sale of substantially all assets of the Debtor as described in the Purchase and Sale Agreement between the Debtor and Zavanna, LLC (“Zavanna”) (the “Assets”).

2. The United States Bankruptcy Court for the District of Colorado (the “Bankruptcy Court”) scheduled the hearing to approve the sale of the Assets (the “Sale Hearing”) for _____, 2018 at __:__ .m. (prevailing Mountain Time). The Bankruptcy Court will consider the sale of the Assets and the assumption and assignment of any related executory contracts and unexpired leases at the Sale Hearing. The Sale Hearing may be adjourned from time to time, for some or all of the Assets, without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by the filing of a notice of adjournment with the Bankruptcy Court prior to the commencement of the Sale Hearing.

3. The Debtor may assume and/or assign one or more of the executory contracts and unexpired leases listed on Exhibit A annexed hereto (collectively, the “Potentially Assigned Agreements” and each a “Potentially Assigned Agreement”) pursuant to section 365 of the Bankruptcy Code. Listing an agreement on the attached Exhibit A does not mean that Zavanna ultimately will identify such agreement as an executory contract or unexpired lease to be assumed and/or assigned.²

¹ Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Sale Motion.

² The schedule of Potentially Assigned Agreements and related Cure Amounts (as defined below) may be amended or supplemented by the Debtor from time to time.

4. The Debtor identified on the attached Exhibit A the amounts that the Debtor believes must be paid to cure all defaults and pay all amounts accrued under the Potentially Assigned Agreements as and to the extent required by sections 365(b)(1) and 365(f)(2)(A) of the Bankruptcy Code (in each instance, the “Cure Amounts”) in the event that such agreements are assumed and assigned to Zavanna.

5. Objections, if any, to the proposed assumption and assignment of the Potentially Assigned Agreement, including, but not limited to, objections relating to the Cure Amount and/or adequate assurances of future performance (an “Assumption and Cure Objection”), must (a) be in writing; (b) state with specificity the nature of such objection and the alleged Cure Amount (with appropriate documentation in support thereof); (c) comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules of this Court; and (d) be filed with the Court on or before _____, **2018 at 3 p.m.** (prevailing Mountain Time) (the “Deadline”).

6. Unless a non-debtor party to a Potentially Assigned Agreement has timely and properly filed and served an objection to the assumption and assignment of its Potentially Assigned Agreement or the Cure Amounts, the Cure Amounts set forth on Exhibit A shall be binding upon the non-debtor parties to the Potentially Assigned Agreements for all purposes in these cases and shall constitute a final determination of the total Cure Amounts required to be paid in connection with the assumption and assignment of the Potentially Assigned Agreements as of the applicable Assumption and Cure Objection Deadline (unless a portion of such costs are paid or satisfied in any manner, in which case the Cure Amounts shall be reduced).

7. Unless an Assumption and Cure Objection is filed and served before the Assumption and Cure Objection Deadline, all parties shall (a) be forever barred from objecting to the Cure Amounts and from asserting any additional cure amounts with respect to the Potentially Assigned Agreements, and the Debtor and each purchaser(s) shall be entitled to rely solely upon the Cure Amounts; and (b) be forever barred and estopped from asserting or claiming against the Debtor or the purchaser(s) that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under such Potentially Assigned Agreements or that there is any objection or defense to the assumption and assignment of such Potentially Assigned Agreements.

8. Where a non-debtor counterparty to a Potentially Assigned Agreement files an objection asserting a cure amount higher than the proposed Cure Amounts (the “Disputed Cure Amount”), then the amount to be paid under section 365 of the Bankruptcy Code with respect to such Disputed Cure Amount will be determined by the Bankruptcy Court prior to the Closing. All other objections to the proposed assumption and assignment of a Potentially Assigned Agreement will be heard at the Sale Hearing.

9. If you agree with the Cure Amounts indicated on Exhibit A, and otherwise do not object to the Debtor’s assignment of your lease or executory contract, you need not take any further action.

10. The Debtor’s decision to assume and assign the Potentially Assigned Agreements is subject to Bankruptcy Court approval and consummation of the sale of the Assets, and the decision of Zavanna. Accordingly, the Debtor shall be deemed to have assumed

(if not previously assumed) and assigned each of the Potentially Assigned Agreements only as of the date of, and effective and conditioned upon, the closing of the sale of the Assets, and only if Zavanna chooses to assume such Potentially Assigned Agreement. Absent such closing, each of the Potentially Assigned Agreements shall neither be deemed assumed nor assigned and shall in all respects be subject to further administration under the Bankruptcy Code except to the extent that such agreements have been assumed or rejected pursuant to a separate order of the Bankruptcy Court.

11. Inclusion of any document on the list of Potentially Assigned Agreements shall not constitute or be deemed to be a determination or admission by the Debtor or Zavanna that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and all rights with respect thereto are being expressly reserved.

12. Zavanna retains the right up until closing of the sale of the Assets to choose whether to assume any Potentially Assigned Agreement.

Dated: _____, 2018

Respectfully submitted,

BAKER, DONELSON, BEARMAN, CALDWELL
& BERKOWITZ, PC

/s/

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Attorneys for Debtor

CERTIFICATE OF SERVICE

I hereby certify that on this the ___ day of _____, 2018, a copy of the foregoing was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. All other parties will be served by regular U.S. Mail. Parties may access this filing through the Court's electronic filing system.

/s/ _____

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

In re:)	
)	Case No. 16-20212-EEB
BAKKEN INCOME FUND LLC,)	
)	
Debtor.)	Chapter 11

ORDER (A) AUTHORIZING AND APPROVING: (I) THE PURCHASE AND SALE AGREEMENT; (II) THE SALE OF THE DEBTOR’S ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS; AND (III) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (B) GRANTING RELATED RELIEF

Upon consideration of the Debtor’s Motion for Order (A) Authorizing and Approving: (I) the Purchase and Sale Agreement; (II) the Sale of the Debtor’s Assets Free and Clear of Liens, Claims, Encumbrances, and Interests; and (III) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (B) Granting Related Relief [Docket No. ____] (the “Motion”) and the Declarations of _____ and _____ in support of the Motion [Docket Nos. ____ and ____];¹ and the Court having conducted a hearing (the “Sale Hearing”) on April __, 2018; and all creditors and parties in interest having been heard or having had the opportunity to be heard regarding the Motion; and it appearing that adequate and proper notice of the Motion has been given and that no other or further notice need be given; and the Sale Hearing having been held to consider the relief requested in the Motion; and the Court having considered objections, if any, to the sale (the “Sale Objections”); and upon the record of the Sale Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtor, the estate, its

¹ Capitalized terms used but not defined herein shall have the meanings set forth in the Motion or the Purchase and Sale Agreement (as defined below). In the event of a conflict between a defined term used in the Motion or the Purchase and Sale Agreement, the definition used in the Purchase and Sale Agreement will prevail.

creditors, and all other parties in interest; and that the legal and factual bases set forth in the Motion, the Declarations of _____ and _____, and the testimony adduced at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing for the relief granted herein,

IT IS HEREBY FOUND AND DETERMINED THAT:²

A. Jurisdiction. The Court has jurisdiction to hear and determine the Motion and to grant the relief requested in the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(b).

B. Venue. Venue of this case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

C. Statutory Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105, 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§101, *et seq.* (the “Bankruptcy Code”), and Rules 2002, 6004, 6006, 9006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

D. Notice. Notice of the Motion and the Sale Hearing has been provided to: (i) all parties that expressed interest in the possible purchase of any of the Assets; (ii) counsel for the Office of the United States Trustee for this district (the “United States Trustee”); (iii) all entities known by the Debtor to have filed a notice of appearance or a request for receipt of chapter 11 notices and pleadings filed in the Debtor’s Chapter 11 Case as of the date hereof; (iv) all federal, state and local regulatory and taxing authorities and recording offices which have a known

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact to the fullest extent of the law. *See* Fed. R. Bankr. P. 7052.

interest in the relief requested in the Motion; (v) the United States Attorney's Office for the State of North Dakota; (vi) the Attorney General's Office for the State of North Dakota; (vii) the United States Securities and Exchange Commission; (viii) all holders of possible preferential purchase rights; (ix) all other parties on the Debtor's Master Service List; (x) any entity known or reasonably believed to have asserted a security interest in or lien against any of the Assets (and their counsel, if known); (xi) the Internal Revenue Service; (xii) all known lessors to the Debtor's oil and gas leases; and (xiii) all known third parties owning a working interest in the Assets and/or net revenue interests in the Assets (collectively, the "Notice Parties").

E. Purchase and Sale Agreement. The Debtor and Buyer have entered into a Purchase and Sale Agreement dated April ___, 2018 (the "Purchase and Sale Agreement"), which is attached as an exhibit to the Sale Order.

F. Notice Sufficient. Based upon the affidavits of service previously filed with the Court and the evidence presented at the Sale Hearing, adequate and sufficient notice of the Motion, Sale Hearing, the Sale, and the transactions contemplated thereby, including without limitation, the assumption and assignment of the Purchased Contracts under and as defined in the Purchase and Sale Agreement, has been provided in accordance with sections 105(a), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9006. A reasonable opportunity to object and be heard with respect to the Sale, the Motion and the relief requested therein has been afforded to all interested persons, including the Notice Parties.

G. Assets Property of the Estate. The Assets sought to be transferred and/or assigned by the Debtor to the Buyer pursuant to the Purchase and Sale Agreement are property of the Debtor's estate and title thereto is vested in the Debtor's estate.

H. Sufficiency of Marketing. The Debtor and their professionals marketed the Assets and conducted the marketing and sale process in a reasonable manner. Based upon the record of these proceedings, all creditors and other parties in interest and all prospective buyers have been afforded a reasonable and fair opportunity to bid for the Assets.

I. The Sale Process. The Debtor conducted the sale process without collusion.

J. Corporate Authority. Subject to the entry of this Sale Order, the Debtor: (i) has full power and authority to execute the Purchase and Sale Agreement and all other documents contemplated thereby; (ii) has all of the power and authority necessary to consummate the transactions contemplated by and otherwise perform under the Purchase and Sale Agreement (collectively, the “Transactions”), and (iii) has taken all company action necessary to authorize and approve the Purchase and Sale Agreement and the sale of the Assets, and any actions required to be performed by the Debtor in order to consummate the Transactions. No consents or approvals, other than those expressly provided for in the Purchase and Sale Agreement or this Sale Order, are required for the Debtor to consummate the Sale.

K. Arm’s-Length Sale and Buyer’s Good Faith. The Purchase and Sale Agreement was negotiated and is undertaken by the Debtor and the Buyer at arm’s length without collusion or fraud, and in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Buyer is not an insider of the Debtor as that term is defined by section 101(31) of the Bankruptcy Code. The Buyer recognized that the Debtor was free to deal with any other party interested in acquiring the Assets. All payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale have been disclosed. As a result of the foregoing, the Buyer is a good faith Buyer within the meaning of

section 363(m) of the Bankruptcy Code, and as such, is entitled to all of the protections afforded thereby, including in the event this Sale Order or any portion thereof is reversed or modified on appeal, and the Buyer otherwise has proceeded in good faith in all respects in connection with the Sale specifically and this Chapter 11 Case generally.

L. Sale Highest or Best Offer. The total consideration provided by the Buyer for the Assets as reflected in the Purchase and Sale Agreement is the highest and best offer for the Assets. No other person has offered to purchase the Assets for an amount that would provide greater value to the Debtor than the Buyer. The Court's approval of the Motion, the Purchase and Sale Agreement, and the Transactions maximizes the Debtor's recovery for the Assets, and, thus, is in the best interests of the Debtor and its estate, creditors and all other parties in interest.

M. No Fraudulent Transfer. The Purchase Price constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act and any other applicable law, and may not be avoided under section 363(n) of the Bankruptcy Code. The Purchase and Sale Agreement was not entered into, and the Sale is not being consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtor under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Debtor nor the Buyer has entered into the Purchase and Sale Agreement or is consummating the Sale with any fraudulent or otherwise improper purpose.

N. No Liability under Section 363(n). The Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction. Neither the Debtor nor the Buyer engaged in any conduct that would cause or permit the Purchase and Sale Agreement or the consummation of

the Sale to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

O. Transfer of Assets Free and Clear. Except as otherwise provided in the Purchase and Sale Agreement or this Order, the transfer of each of the Assets to the Buyer will be, as of the Closing Date, a legal, valid, and effective transfer of the Assets, which transfer vests or will vest the Buyer with all right, title, and interest of the Debtor to the Assets free and clear of, among other things, all liens, statutory or otherwise, including as defined in Section 101(37) of the Bankruptcy Code), Encumbrances (as defined in the Purchase and Sale Agreement), Liabilities (as defined in the Purchase and Sale Agreement), debts, claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties, options, rights, contractual commitments, covenants (whether running with the land or otherwise), restrictions, interests, rights of setoff or recoupment, profit sharing interests, rights of first refusal, purchase or repurchase rights or options, preferential purchase rights (collectively, “Interests”), whether arising prior to or subsequent to the commencement of the Debtor’s Chapter 11 Cases, relating to, accruing or arising any time prior to or on the Closing Date, with the exception of Permitted Encumbrances and Assumed Liabilities.

P. Free and Clear Findings Required by Buyer. The Buyer would not have entered into the Purchase and Sale Agreement and would not consummate the Transactions if the sale of the Assets to the Buyer were not free and clear of any and all Interests (other than Permitted Encumbrances or Assumed Liabilities) pursuant to section 363(f) of the Bankruptcy Code, or if the Buyer would, or in the future could, be liable for any of such Interests. A sale of the Assets other than one free and clear of all Interests would yield substantially less value for the Debtor’s estate, with less certainty, than the Sale as contemplated. Therefore, the Sale

contemplated by the Purchase and Sale Agreement maximizes the Debtor's recovery on the Assets, and, thus, is in the best interests of the Debtor and its estate, creditors and all other parties in interest.

Q. Satisfaction of Section 363(f) Standards. With the exception of Permitted Encumbrances and Assumed Liabilities, the Debtor may sell the Assets free and clear of all Interests because, with respect to each creditor or other person or entity asserting an Interest, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests who did not object (or who ultimately withdrew their objections, if any) to the Sale or the Motion and those holders of preferential purchase rights are deemed to have consented to the Motion and Sale pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests who did object or that exercised an alleged preferential purchase right fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

R. No Successor or Similar Liability. The Buyer is not holding itself out to the public as a continuation of the Debtor and is not an insider or affiliate of the Debtor, as those terms are defined in the Bankruptcy Code, and no common identity of incorporators, directors or stockholders exists now or has ever existed between the Buyer and the Debtor. The conveyance of the Assets does not amount to a consolidation, merger or de facto merger of the Buyer and the Debtor and/or Debtor's estate, there is not substantial continuity between the Buyer and the Debtor, there is no continuity of enterprise between the Debtor and the Buyer, the Buyer is not a mere continuation of the Debtor or its estate, and the Buyer does not constitute a successor to the Debtor or its estate. The Buyer's acquisition of the Assets shall be free and clear of any successor liability claims of any nature whatsoever, whether known or unknown and whether asserted or

unasserted as of the Closing. The Buyer's operations shall not be deemed a continuation of the Debtor's business as a result of the acquisition of the Assets. The Buyer would not have acquired the Assets but for the foregoing protections against potential claims based upon successor liability theories.

S. Purchased Contracts. Each and every provision of the Purchased Contracts or applicable non-bankruptcy law that purports to prohibit, restrict, condition, or could be construed as prohibiting, restricting, or conditioning, assignment of any Purchased Contract has been satisfied or is otherwise unenforceable under section 365 of the Bankruptcy Code. All counterparties of the Purchased Contracts who did not or do not timely file an objection are deemed to consent to the assumption by the Debtor of their respective Purchased Contract and the assignment thereof to the Buyer, and the Buyer shall enjoy all of the rights and benefits under each such Purchased Contract as of the applicable date of assumption and assignment without the necessity of obtaining such non-debtor party's written consent to the assumption or assignment thereof. Upon the assignment and sale to the Buyer, the Purchased Contracts shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Sale Order, and shall be assigned and transferred to the Buyer, notwithstanding any provision in the Purchased Contracts prohibiting or otherwise restricting assignment or transfer. It is an exercise of the Debtor's sound business judgment to assume and assign the Purchased Contracts to the Buyer, and the assumption and assignment of the Purchased Contracts is in the best interests of the Debtor, its estate and creditors, and other parties in interest. The Purchased Contracts being assigned to the Buyer are an integral part of the Sale of the Assets and, accordingly, their assumption and assignment are reasonable and an enhancement to the value of the Debtor's estate.

T. Cure/Adequate Assurance. The Cure Amounts will be paid by Buyer as provided in the Purchase and Sale Agreement. The Buyer has demonstrated adequate assurance of future performance of all Purchased Contracts within the meaning of section 365 of the Bankruptcy Code, including its promise to perform the Debtor's obligations under the Purchased Contracts for periods on and after the Closing. Any objections to the Cure Amounts, to the extent not otherwise resolved, are hereby overruled. To the extent that any counterparty failed to timely object to its Cure Amount or to raise any other alleged default or breach of contract, such counterparty is deemed to have consented to such Cure Amount and to the assignment of its respective Purchased Contract to the Buyer and to have waived any other defaults or breaches. With respect to all the Purchased Contracts, the payment of the Cure Amounts as provided in the Purchase and Sale Agreement is appropriate and is deemed to fully satisfy the Debtor's obligations under sections 365(b) and 365(f) of the Bankruptcy Code. Accordingly, all of the requirements of sections 365(b) and 365(f) of the Bankruptcy Code have been satisfied for the assumption by the Debtor, and the assignment by the Debtor to the Buyer, of each of the Purchased Contracts to be assumed and assigned to the Buyer as of Closing.

U. Assets Assignable. Each and every provision of the documents governing the Assets or applicable non-bankruptcy law that purports to prohibit, restrict, condition, or could be construed as prohibiting, restricting, or conditioning, assignment of any of the Assets, if any, have been satisfied or are otherwise unenforceable under section 365 of the Bankruptcy Code.

V. Sale as Exercise of Business Judgment. Entry into and consummation of the Purchase and Sale Agreement constitute the exercise by the Debtor of sound business judgment, and such acts are in the best interests of the Debtor, its estate and creditors, and all parties in interest. The Court finds that the Debtor has articulated good and sufficient business reasons

justifying the Sale of the Assets to the Buyer. Additionally: (i) the Purchase and Sale Agreement constitutes the highest and best offer for the Assets; (ii) the Purchase and Sale Agreement and the closing thereon presents the best opportunity to realize the maximum value of the Assets and avoid a decline and devaluation of the Assets; (iii) there is risk of deterioration of the value of the Assets if the Sale is not consummated promptly; and (iv) the Purchase and Sale Agreement and the closing thereon will provide a greater recovery for the Debtor's creditors than would be provided by any other presently available alternative. The Debtor has demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the Sale prior to, and outside of, a plan of reorganization. Because the entry into and consummation of the Purchase and Sale Agreement constitutes the exercise by the Debtor of sound business judgment, the Debtor, its respective members, officers, directors, employees, advisors, professionals or agents, shall have or incur no liability to the estate or any holder of a Claim or equity interest for any act or omission in connection with, related to, or arising out of the negotiations of the Purchase and Sale Agreement or the consummation of the Transactions, other than liability arising out of or relating to any act or omission that constitutes a breach of the Purchase and Sale Agreement, willful misconduct, fraud or gross negligence, in each case as determined by a court of competent jurisdiction.

W. Compelling Reasons for an Immediate Sale. Good and sufficient reasons for approval of the Purchase and Sale Agreement have been articulated by the Debtor. The Debtor has demonstrated compelling circumstances for the Sale outside: (a) the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code; and (b) a plan of reorganization, in that, among other things, the immediate consummation of the Sale to the Buyer is necessary and appropriate to preserve and to maximize the value of the Debtor's estates. To maximize the value

of the Assets and preserve the viability of the businesses to which the Assets relate, it is essential that the Sale occur promptly. Time is of the essence in consummating the Sale.

X. No Sub Rosa Plan. The Sale does not constitute a sub rosa chapter 11 plan. The Sale neither impermissibly restructures the rights of the Debtor's creditors nor impermissibly dictates a liquidating plan of reorganization for the Debtor.

Y. Final Order. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, that this Sale Order is not stayed, and expressly directs entry of judgment as set forth herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. **Motion Granted.** The relief requested in the Motion is GRANTED and the Sale is approved, as set forth in this Sale Order.
2. **Objections Overruled.** All objections, if any, to the relief sought in the Motion that have not been withdrawn, waived, settled or otherwise dealt with as expressly provided herein or on the record at the Sale Hearing are hereby overruled on the merits, with prejudice.
3. **Approval.** Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Purchase and Sale Agreement, the assumption and assignment of the Purchased Contracts to the Buyer as of the Closing Date, the Sale of the Assets to the Buyer and the other Transactions are hereby approved and the Debtor is authorized and directed to consummate, and shall be deemed for all purposes to have consummated, the Sale, including the sale, transfer and assignment of all of the Debtor's right, title and interest in the Assets to the Buyer free and clear of any and all Interests

(other than Permitted Encumbrances and the Assumed Liabilities) in accordance with the terms of the Purchase and Sale Agreement and this Sale Order. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtor and the Buyer are each hereby authorized and directed to take any and all actions necessary or appropriate to: (a) consummate the Sale of the Assets to the Buyer and the Closing of the Sale, the Purchase and Sale Agreement and this Sale Order, (b) assume and assign the Purchased Contracts to be assumed and assigned to the Buyer as of the Effective Time, and (c) perform, consummate, implement and close fully the Purchase and Sale Agreement together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase and Sale Agreement. The Debtor is hereby authorized and directed to perform each of its respective covenants and undertakings as provided in the Purchase and Sale Agreement prior to or after the Closing of the Sale without further order of the Court. The Buyer shall have no obligation to close the Sale except as is contemplated and provided for in the Purchase and Sale Agreement. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Purchase and Sale Agreement or any other sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the provisions of this Sale Order.

4. Transfer Free and Clear. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, upon the Closing, neither the Buyer nor its respective successors and assigns shall have any liability for any Interest, except for Permitted Encumbrances and Assumed Liabilities, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, whether as a successor, vicariously or otherwise, of any kind, nature or character whatsoever.

5. Section 363(f). With the exception of Permitted Encumbrances and Assumed Liabilities, the Debtor may sell the Assets free and clear of all Interests because, in each case, one or more of the standards set forth in Section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied.

6. BOKF, NA dba Bank of Oklahoma. Notwithstanding anything else in this Sale Order, the Sale shall be free and clear of the Mortgages (as defined in the Purchase and Sale Agreement) only if BOKF, NA dba Bank of Oklahoma (the “Bank”) receives at closing the Initial Purchase Price (as defined in Purchase and Sale Agreement) or such other amount that it is willing to accept in its sole and absolute discretion. If the Bank receives at closing the Initial Purchase Price or such other amount acceptable to it in its sole discretion, the Bank shall deliver at closing the executed releases for each of the Mortgages in recordable form. As provided in the Purchase and Sale Agreement, the Buyer is not obligated to close if the Debtor fails to deliver a release of the Mortgage in recordable form.

7. Surrender of Possession. Any and all Assets in the possession or control of any person or entity, including any vendor, supplier or employee of the Debtor shall be transferred to the Buyer free and clear of all Interests, except for Permitted Encumbrances and Assumed Liabilities, and shall be delivered to the Buyer and deemed delivered at the time of Closing (or such other time as provided in the Purchase and Sale Agreement).

8. Valid Transfer. Effective upon the Closing, the transfer to the Buyer of the Debtor’s right, title and interest in the Assets pursuant to the Purchase and Sale Agreement shall be, and hereby is deemed to be, a legal, valid and effective transfer of the Debtor’s right, title and interest in the Assets, and vests with or will vest in the Buyer all right, title and interest of the Debtor in

the Assets, free and clear of all Interests (other than Permitted Encumbrances and Assumed Liabilities).

9. Injunction. All persons are hereby enjoined from taking any action that would interfere with or adversely affect the ability of the Debtor to transfer the Assets in accordance with the terms of the Purchase and Sale Agreement and this Sale Order. Following the Closing, no holder of an Interest against the Debtor shall interfere with the Buyer's title to or use and enjoyment of the Assets. Except as expressly provided in the Purchase and Sale Agreement or by this Sale Order, effective upon the Closing all persons and entities shall be and hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing any claims against the Buyer or any of its respective affiliates, agents, advisors, representatives, officers, controlling persons, successors and assigns, the Assets, or the interests of the Debtor or the Buyer in such Assets, including, without limitation, taking any of the following actions with respect to an Interest (other than, with respect to the Buyer only, the Permitted Encumbrances and Assumed Liabilities):

a. commencing or continuing in any manner any action or other proceeding against the Buyer or their respective affiliates, agents, advisors, representatives, officers, controlling persons, successors, assigns, assets or properties, including the Assets;

b. enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Buyer or any of their respective affiliates, agents, advisors, representatives, officers, controlling persons, successors, assigns, assets or properties, including the Assets;

c. creating, perfecting or enforcing any liens, claims, encumbrances or other interests against the Buyer or their respective affiliates, agents, advisors, representatives, officers, controlling persons, successors, assigns, assets or properties, including the Assets;

d. asserting a Claim as a setoff, right of subrogation or recoupment of any kind against any obligation due the Buyer or its affiliates, agents, advisors, representatives, officers, controlling persons, successors or assigns; or

e. commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Sale Order or the agreements or actions contemplated or taken in respect thereof.

10. Good Faith Buyer. The Purchase and Sale Agreement has been entered into by the Buyer in good faith and the Buyer is a good faith Buyer of the Assets as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein of the Sale shall neither affect the validity of this Sale nor the transfer of the Assets to Buyer, free and clear of Interests, nor the other provisions of this Sale Order that benefit the Buyer, unless such authorization is duly stayed before the Closing pending such appeal. The Buyer is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code, and the Buyer otherwise has proceeded in good faith in all respects in connection with the Sale specifically and this Chapter 11 Case generally.

11. No Bulk Sales. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated by the Purchase and Sale Agreement, the Motion and this Sale Order.

12. Fair and Equivalent Value. The consideration provided by the Buyer for the Assets under the Purchase and Sale Agreement shall be deemed for all purposes to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law, and the Sale may not be avoided, or costs or damages imposed or awarded under section 363(n) or any other provision of the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act or under any other law of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law.

13. Transfer of Marketable Title. Upon the Closing, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of all of the Debtor's right, title and interest in the Assets and/or a bill of sale transferring good and marketable title in such Assets to the Buyer at the Closing pursuant to the terms of the Purchase and Sale Agreement, free and clear of all Interests (other than Permitted Encumbrances or Assumed Liabilities).

14. No Successor Liability. The consummation of the Sale does not amount to a consolidation, merger or de facto merger of the Buyer and the Debtor and/or its estate, there is not substantial continuity between the Buyer and the Debtor, there is no continuity of enterprise between the Debtor and the Buyer, the Buyer is not a mere continuation of the Debtor or its estate, and the Buyer does not constitute a successor to the Debtor or its estate. Upon the Closing, the Buyer's acquisition of the Assets shall be free and clear of any successor liability claims of any nature whatsoever, whether known or unknown and whether asserted or unasserted as of the time of the Closing. The Buyer's operations shall not be deemed a continuation of the Debtor's business as a result of the acquisition of the Assets.

15. Authorization to Assign. Notwithstanding any provision of any contract governing the Assets or any Purchased Contract to be assumed and assigned to the Buyer as of the Closing Date, pursuant to section 365(f) of the Bankruptcy Code or applicable non-bankruptcy law that prohibits, restricts, or conditions the assignment of the Assets or the Purchased Contracts, the Debtor is authorized to (a) assign the Assets to the Buyer and (b) assume and assign the Purchased Contracts to the Buyer as of the Closing Date, in each case, which assignments shall take place on and be effective as of the Closing Date or as otherwise provided by a separate order of this Court.

a. There shall be no accelerations, assignment fees, increases, or any other fees charged to the Buyer or the Debtor as a result of the assumption and assignment of the Assets and the Purchased Contracts.

b. The Debtor has met all of the requirements of section 365(b) of the Bankruptcy Code for each of the Purchased Contracts to be assumed and assigned to the Buyer as of Closing.

c. The Buyer's assumption of the Purchased Contracts is subject to the consummation of the Sale of the Assets to the Buyer.

16. Purchased Contracts. As of the Closing, subject to the provisions of this Sale Order, the Buyer shall succeed to the entirety of the Debtor's rights and obligations in the Purchased Contracts to be assumed and assigned to the Buyer first arising and attributable to the time period occurring on or after the Closing and shall have all rights thereunder.

a. Upon Closing, (i) all defaults (monetary and non-monetary) under the Purchased Contracts shall be deemed cured and satisfied in full through the payment of the Cure Amounts,

(ii) no other amounts will be owed by the Debtor, its estate or the Buyer with respect to amounts first arising or accruing during, or attributable or related to, the period before Closing with respect to the Purchased Contracts and (iii) any and all persons or entities shall be forever barred and estopped from asserting a claim against the Debtor, its estate, or the Buyer or the Assets that any additional amounts are due or defaults exist under the Purchased Contracts that arose or accrued, or relate to or are attributable to the period before the Closing. The Buyer's promise pursuant to the terms of the Purchase and Sale Agreement to pay the Cure Amount and to perform the Debtor's obligations under the Purchased Contracts for the period on or after the Closing shall constitute adequate assurance of its future performance under the Purchased Contracts being assigned to it as of the Closing within the meaning of sections 365(b)(1)(C) and (f)(2)(B) of the Bankruptcy Code.

b. Upon assumption of those Purchased Contracts to be assumed by the Debtor and assigned to the Buyer as of Closing, such Purchased Contracts shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Sale Order, and shall be assigned and transferred to the Buyer, notwithstanding any provision in such Purchased Contracts or other restrictions prohibiting assignment or transfer. To the extent any executory contract or unexpired lease is assumed and assigned to the Buyer under this Sale Order, such assumption and assignment will not take effect until the Closing.

c. The Buyer may amend the list of Purchased Contracts in accordance with the terms of the Purchase and Sale Agreement.

17. Release of Interests. Effective upon the Closing, this Sale Order: (a) is and shall be effective as a determination that all Interests (other than Permitted Encumbrances or Assumed

Liabilities) of any kind or nature whatsoever existing as to the Assets prior to the Closing have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected; (b) is and shall be binding upon and shall govern the acts of all entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Assets conveyed to the Buyer, and all recorded Interests (other than Permitted Encumbrances or Assumed Liabilities) against the Assets shall be deemed stricken from such entities records, official and otherwise.

18. Approval to Release Interests. If any person or entity that has filed financing statements, mortgages, mechanic's liens or other documents or agreements evidencing Interests in, Liens on, or Claims against the Assets shall not have delivered to the Debtor before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Interests (other than Permitted Encumbrances or Assumed Liabilities) that the person or entity has or may assert with respect to the Assets, the Debtor and the Buyer are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Assets. The Buyer is hereby authorized to file, register or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of

all Interests against the Assets other than the Permitted Encumbrances and the Assumed Liabilities. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state or local government agency, department or office.

19. Allocation of Assets. The Buyer is hereby authorized, in its sole discretion, to allocate the Assets, including the Purchased Contracts, among its affiliates, designees, assigns, and/or successors; and to assign, lease, sublease, license, sublicense, transfer, or otherwise dispose of any of the Assets, including the Purchased Contracts, to its affiliates, designees, assignees and/or successors with all of the rights and protections accorded to the Buyer under this Sale Order and the Purchase and Sale Agreement with respect thereto; and the Debtor shall cooperate with and take all actions reasonably requested by the Buyer to effectuate any of the foregoing.

20. Governmental Authorization to Effectuate Sale and Assignments. Each and every federal, state and governmental agency or department, and any other person or entity, is hereby authorized to accept any and all documents and instruments in connection with or necessary to consummate the transactions contemplated by the Purchase and Sale Agreement.

21. Inconsistencies with Prior Orders, Pleadings or Agreements. To the extent this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in this Chapter 11 Case, the terms of this Sale Order shall govern. To the extent there is any inconsistency between the terms of this Sale Order and the terms of the Purchase and Sale Agreement (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

22. Subsequent Orders and Plan Provisions. This Sale Order shall not be modified by any chapter 11 plan confirmed in this Chapter 11 Case or any subsequent order(s) of this Court.

23. Binding Effect of Sale Order. This Sale Order and the Purchase and Sale Agreement shall be binding in all respects upon the Debtor, its estate, all creditors of, and holders of equity interests in, the Debtor, any holders of Liens, Claims or other Interests in, against or on all or any portion of the Assets (whether known or unknown), the Buyer and all successors and assigns of the Buyer, the Assets and any trustees, examiners, responsible persons or other fiduciaries appointed in the Chapter 11 Case or upon a conversion to chapter 7 under the Bankruptcy Code, and the Purchase and Sale Agreement shall not be subject to rejection or avoidance under any circumstances. If any order under section 1112 of the Bankruptcy Code is entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that this Sale Order, including the rights granted to the Buyer hereunder, shall remain effective and, notwithstanding such dismissal, shall remain binding on parties in interest.

24. Failure to Specify Provisions. The failure specifically to include or make reference to any particular provisions of the Purchase and Sale Agreement or any related ancillary document in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase and Sale Agreement and all related ancillary documents are authorized and approved in their entirety.

25. Retention of Jurisdiction. Except as provided in Section 4.5 (Title Disputed Matters) and Section 5.2 (Environmental Disputed Matters) of the PSA, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Sale Order, including, without limitation, the authority to: (i) interpret, implement and enforce the terms and provisions

of this Sale Order (including the exculpation, release and injunctive provisions in this Sale Order) and the terms of the Purchase and Sale Agreement, all amendments thereto and any waivers and consents thereunder; (ii) protect the Buyer, or the Assets, from and against any Interests (other than Permitted Encumbrances or Assumed Liabilities); (iii) compel delivery of all Assets to the Buyer; (iv) compel the Debtor and the Buyer to perform all of their respective obligations under the Purchase and Sale Agreement; and (v) resolve any disputes arising under or related to the Purchase and Sale Agreement or the Sale, including any disputes regarding lien priority claims and claims to the escrowed proceeds of the Sale.

26. No Material Modifications. The Purchase and Sale Agreement and any related agreements, documents or other instruments may be modified, amended, or supplemented through a written document signed by the parties thereto in accordance with the terms thereof without further order of the Court; provided, however, that any such modification, amendment or supplement is neither material nor materially changes the economic substance of the transactions contemplated hereby.

27. Immediate Effect. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding any provision in the Bankruptcy Rules to the contrary, the Court expressly finds there is no reason for delay in the implementation of this Sale Order and, accordingly: (i) the terms of this Sale Order shall be immediately effective and enforceable upon its entry; (ii) the Debtor is not subject to any stay in the implementation, enforcement or realization of the relief granted in this Sale Order; and (iii) the Debtor may, in its discretion and without further delay, take any action and perform any act authorized under this Sale Order.

28. Provisions Non-Severable. The provisions of this Sale Order are nonseverable and mutually dependent.

29. Satisfaction of Conditions Precedent. Neither the Buyer nor the Debtor shall have an obligation to close the Transactions until all conditions precedent in the Purchase and Sale Agreement to each of their respective obligations to close the Transactions have been met, satisfied, or waived in accordance with the terms of the Purchase and Sale Agreement.

Dated: _____, 2018.

BY THE COURT:

Elizabeth B. Brown,
United States Bankruptcy Judge