

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

UNITED STATES SECURITIES §
AND EXCHANGE COMMISSION, §

Plaintiff, §

v. §

THE HEARTLAND GROUP VENTURES, LLC; §
HEARTLAND PRODUCTION AND RECOVERY §
LLC; HEARTLAND PRODUCTION AND §
RECOVERY FUND LLC; HEARTLAND §
PRODUCTION AND RECOVERY FUND II LLC; §
THE HEARTLAND GROUP FUND III, LLC; §
HEARTLAND DRILLING FUND I, LP; CARSON §
OIL FIELD DEVELOPMENT FUND II, LP; §
ALTERNATIVE OFFICE SOLUTIONS, LLC; §
ARCOOIL CORP.; BARRON PETROLEUM §
LLC; JAMES IKEY; JOHN MURATORE; §
THOMAS BRAD PEARSEY; MANJIT SINGH §
(AKA ROGER) SAHOTA; and RUSTIN §
BRUNSON, §

Defendants, §

and §

DODSON PRAIRIE OIL & GAS LLC; PANTHER §
CITY ENERGY LLC; MURATORE FINANCIAL §
SERVICES, INC.; BRIDY IKEY; ENCYIPHER §
BASTION, LLC; IGROUP ENTERPRISES LLC; §
HARPRIT SAHOTA; MONROSE SAHOTA; §
SUNNY SAHOTA; BARRON ENERGY §
CORPORATION; DALLAS RESOURCES INC.; §
LEADING EDGE ENERGY, LLC; SAHOTA §
CAPITAL LLC; and 1178137 B.C. LTD., §

Relief Defendants. §

No. 4-21CV-1310-O-BP

**RECEIVER’S WITNESS AND EXHIBIT LIST FOR HEARING
ON JUNE 8, 2022 AT 10:00 A.M. CENTRAL**

Deborah D. Williamson (the “Receiver”), the Court-appointed Receiver in the above-captioned case, through undersigned counsel files this *Witness and Exhibit List for Hearing on June 8, 2022 at 10:00 a.m. Central.*

WITNESSES

The Receiver may call the following witnesses at the hearing:

1. Deborah D. Williamson, solely in her capacity as Receiver;
2. Rose Romero on behalf of Law Offices of Romero | Kozub;
3. Darrell R. Jones on behalf of Law Practice of Darrell R. Jones, PLLC;
4. Eric Shirk on behalf of BDO USA, LLP; and
5. Vicki Palmour on behalf of Vicki Palmour Consulting, LLC.

The Receiver reserves the right to call or not call any witnesses designated by any other party, any person attending the telephonic hearing, as well as any rebuttal witnesses.

EXHIBITS

The Receiver designates the following exhibits that may be admitted:

EXHIBIT NUMBER	DESCRIPTION	M A R K E D	O F F E R E D	O B J E C T	A D J I C E	D A T E	DISPOSITION AFTER TRIAL
1.	EnergyNet Divestment Platform Overview						
2.	Seller’s Agreement for the Sale of Oil and Gas Properties [Exhibit A to ECF No. 197]						
3.	List of Personal Property [Exhibit A to ECF No. 203]						

EXHIBIT NUMBER	DESCRIPTION	M A R K E D	O F F E R E D	O B J E C T	A D J U S T	D A T E	DISPOSITION AFTER TRIAL
4.	JPMorgan Chase Bank, N.A. – Arcooil Corp. Acct. x5581 February 2020 Bank Statement and Business Records Declaration of Desiree Kelley						

The Receiver reserves the right to use any exhibits presented by any other party. The Receiver also reserves the right to use and/or present demonstratives for any purpose. The Receiver also reserves the right to use exhibits, demonstratives, and testimony not listed here for impeachment or rebuttal purposes at the hearing.

The Receiver reserves the right to supplement or amend this Witness and Exhibit List any time prior to the hearing. Any party wishing to receive a copy of any of the foregoing exhibits should email Danielle N. Rushing at drushing@dykema.com. Requested exhibits will be provided by electronic transmission.

Dated: June 3, 2022

Respectfully submitted,

By: /s/ Danielle N. Rushing

Danielle N. Rushing
State Bar No. 24086961
drushing@dykema.com
DYKEMA GOSSETT PLLC
112 East Pecan Street, Suite 1800
San Antonio, Texas 78205
Telephone: (210) 554-5500
Facsimile: (210) 226-8395

and

Rose L. Romero
State Bar No. 17224700
Rose.Romero@RomeroKozub.com
LAW OFFICES OF ROMERO | KOZUB
235 N.E. Loop 820, Suite 310
Hurst, Texas 76053
Telephone: (682) 267-1351

COUNSEL TO RECEIVER

CERTIFICATE OF SERVICE

I hereby certify that on June 3, 2022, the foregoing and all corresponding exhibits were served via CM/ECF on all parties appearing in this case and via email on the following unrepresented parties:

James Ikey
Bridy Ikey
james.ikeyrcg@gmail.com
bridydikey@gmail.com

IGroup Enterprises LLC
c/o James Ikey
james.ikeyrcg@gmail.com

John Muratore
c/o Theodore Grannatt
McCarter & English, LLP
tgrannatt@mccarter.com

Muratore Financial Services, Inc.
c/o Theodore Grannatt
tgrannatt@mccarter.com

Thomas Brad Pearsey
c/o Theodore Grannatt
tgrannatt@mccarter.com

Manjit Singh (aka Roger) Sahota
Sunny Sahota
Harprit Sahota
Monrose Sahota
rogersahota207@gmail.com
sunnysanangelo@gmail.com

/s/ Danielle N. Rushing
Danielle N. Rushing



ENERGYNET

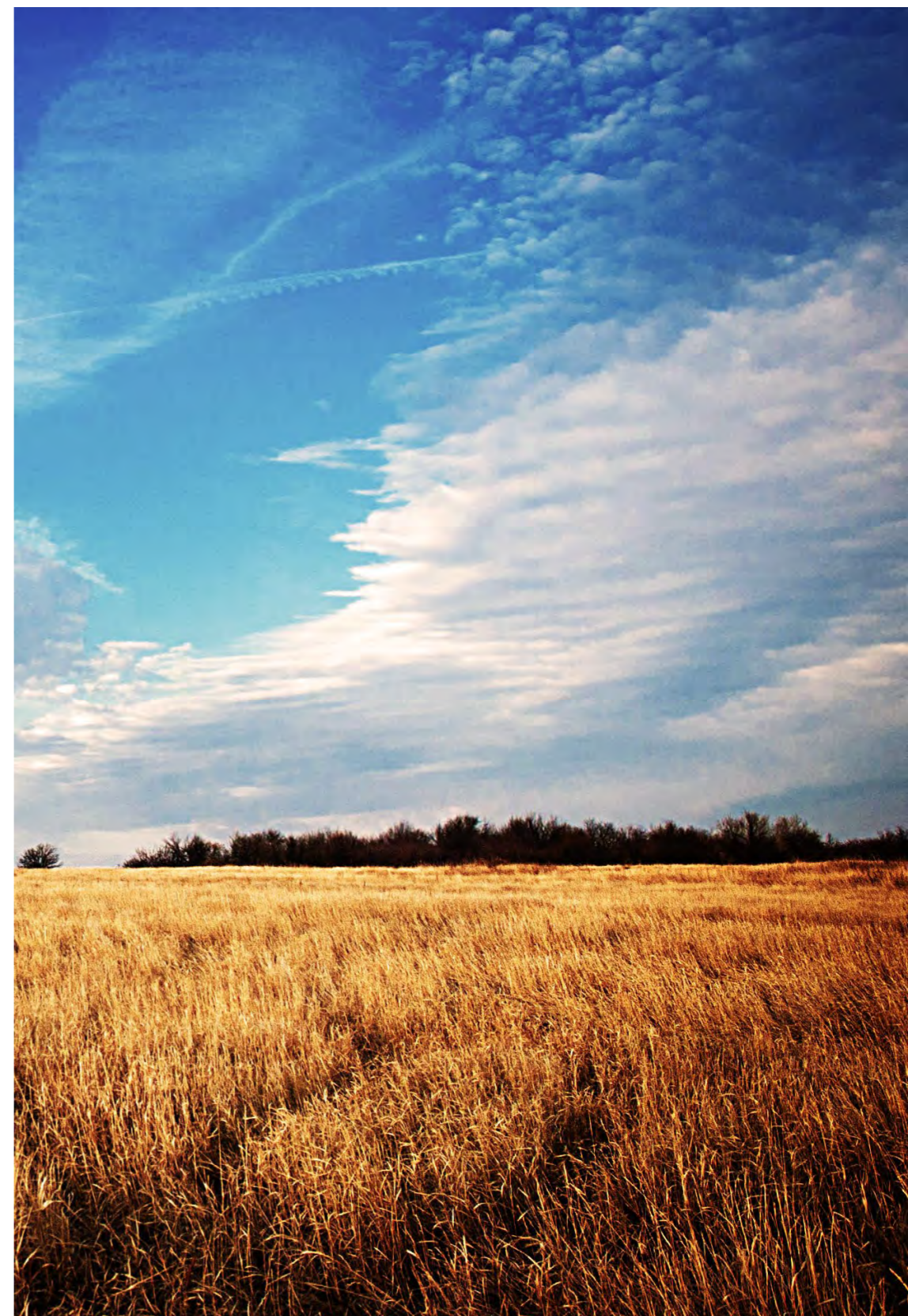
Divestment Platform Overview



EnergyNet Service Offerings

With 23+ years facilitating structured, fair, and competitive sale processes for our clients' oil and gas assets, we have earned the trust and respect of the numerous industries we serve.

- ▶ Continuous Online Auctions
- ▶ Sealed Bid Sales
- ▶ Negotiated Sales
- ▶ Private Sales
- ▶ EnergyNet **Indigo**
- ▶ Government Resource Sales



EnergyNet's Primary Divestment Advantages

Broad, deep, and frequent access to buyers in the market: 45,000+ financially qualified buyers nationwide

High 82% sales close / execution rate

Structured, competitive, and streamlined 45 to 60-day divestment process

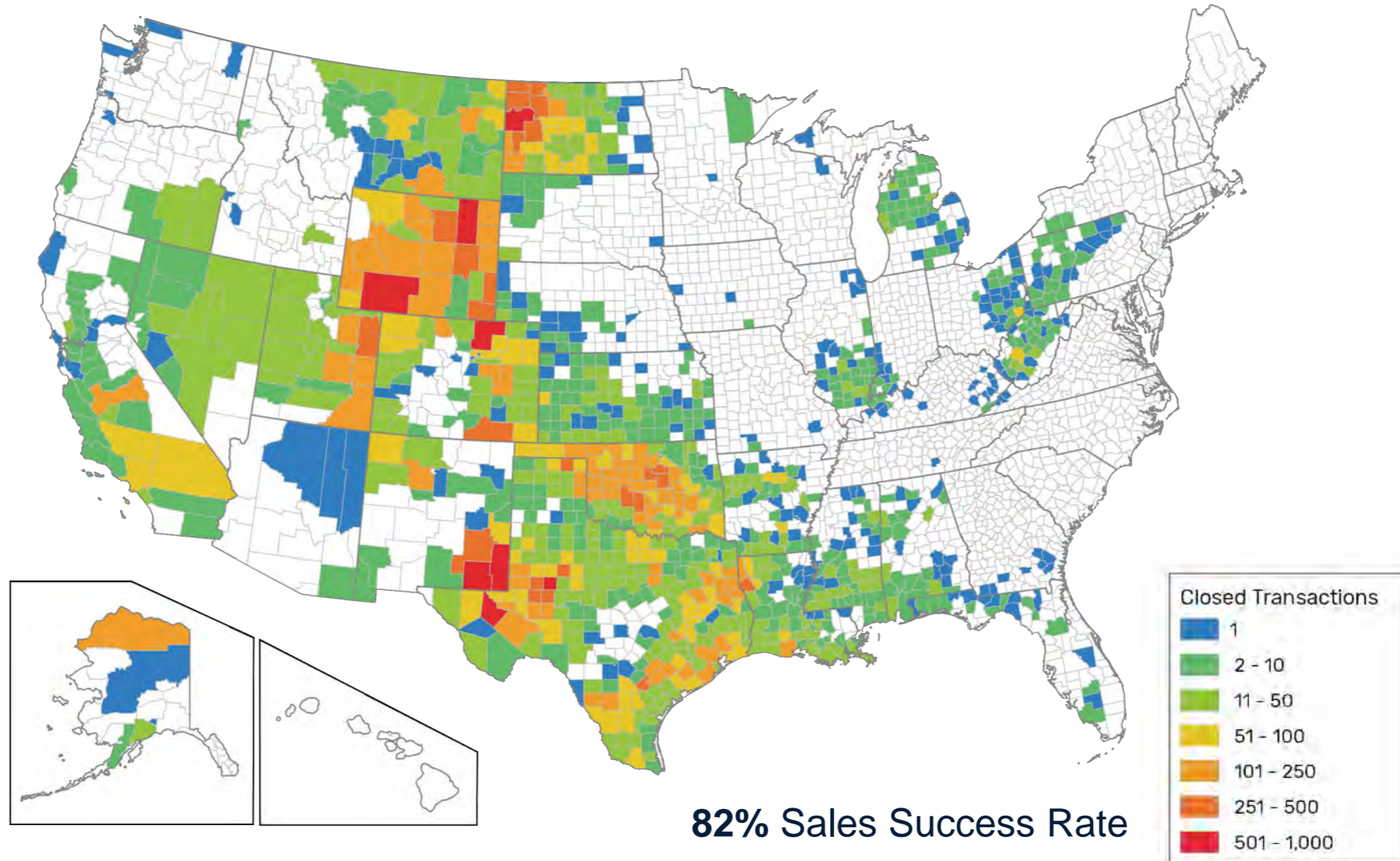
Comprehensive technical data room presentations

Technical team's ability to showcase and capture value for upside

23+ year track record consistently executing transactions for repeat sell-side clients such as ExxonMobil, Chevron, Shell, BP, ConocoPhillips, Pioneer Natural Resources, OXY, EOG Resources, Marathon, Continental Resources, Apache, Devon Energy, Coterra Energy, Hess, Ovintiv and many others

EnergyNet's Consistent Execution

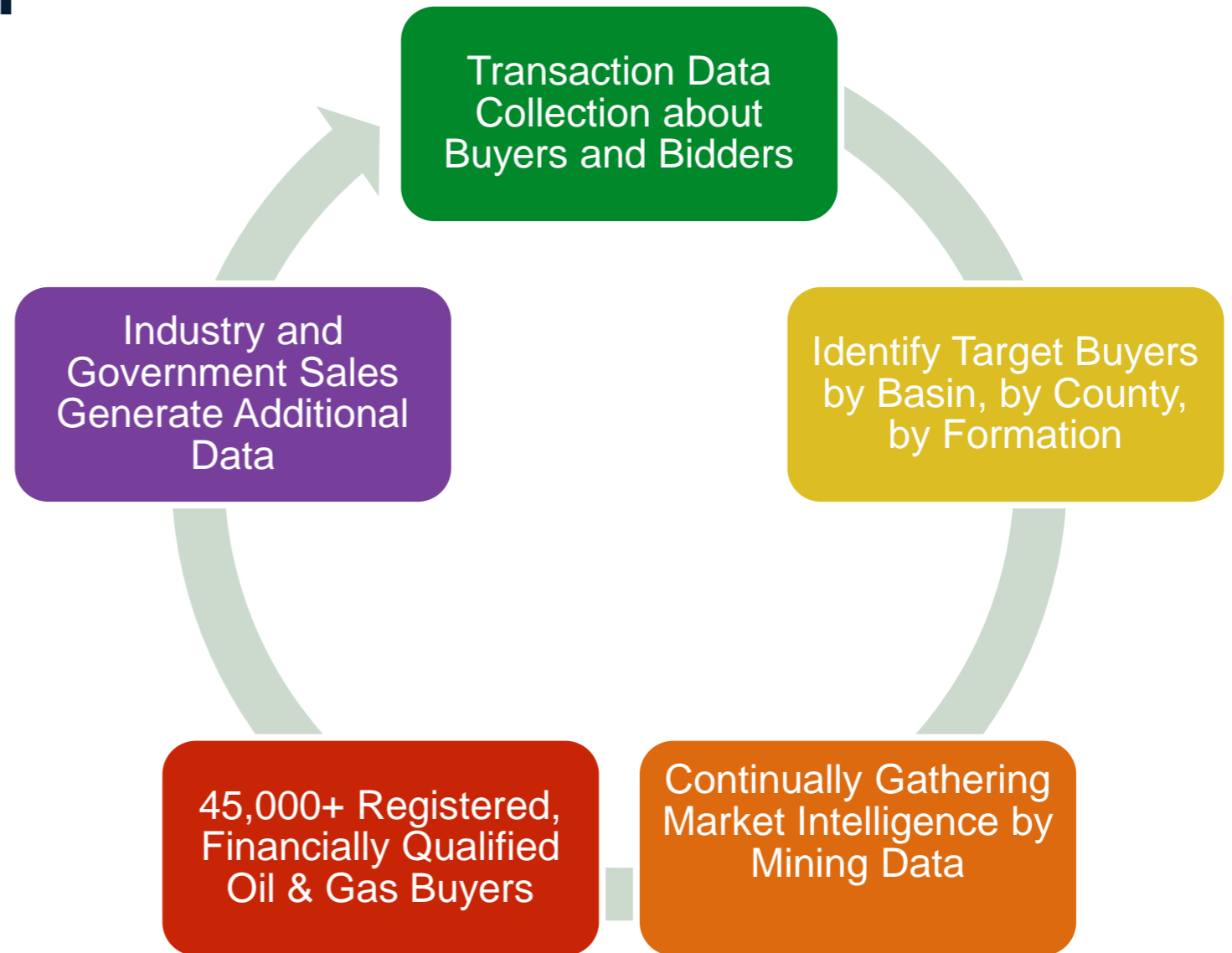
Over \$6B Oil & Gas Asset Transactions
Successfully Closed in the last 60 months



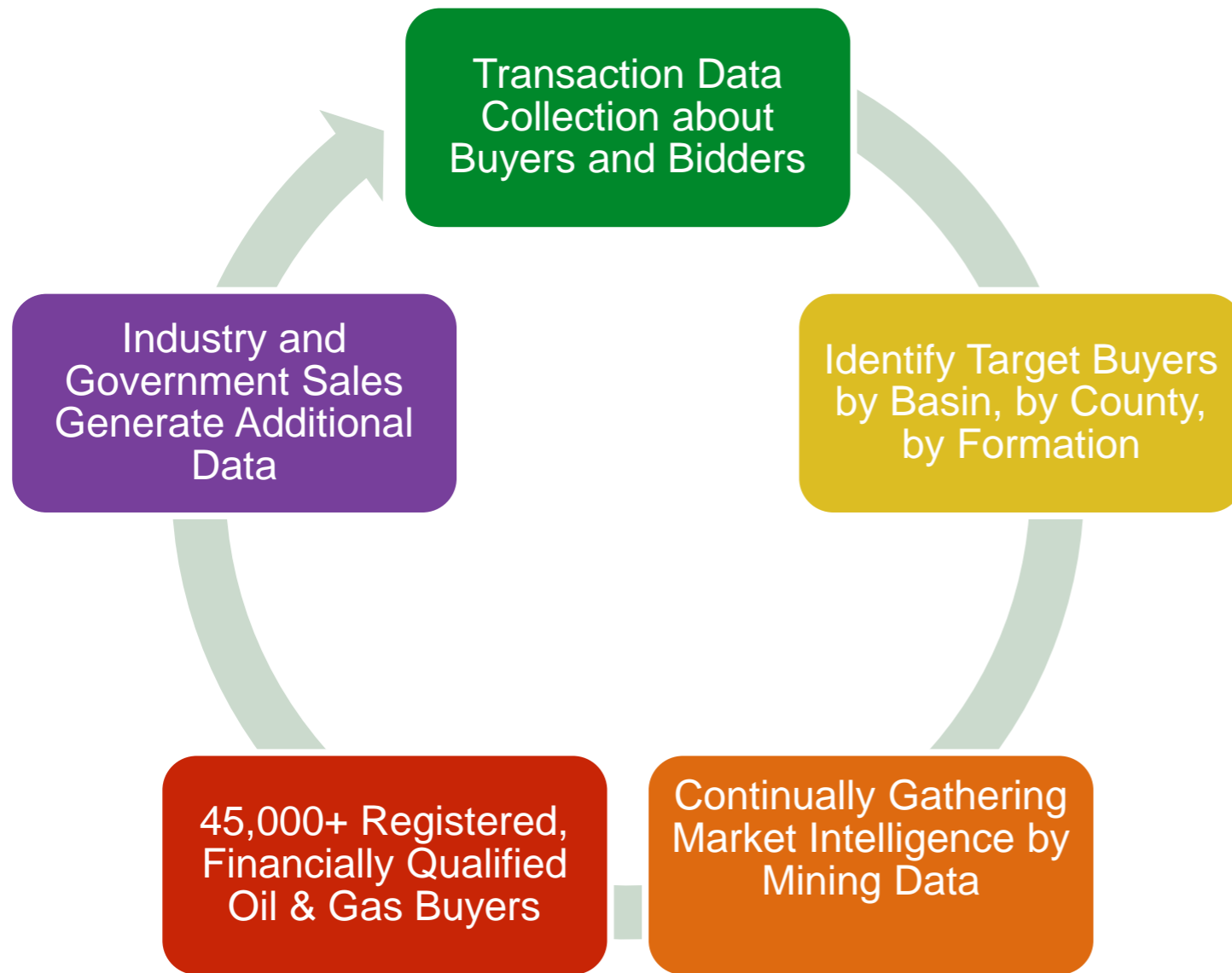
Tech-Enabled Platform Leverages Data Science to Provide Solutions for Clients

The EnergyNet Platform Advantage

- EN Largest proprietary database of properties sold in the U.S. that provides unmatched knowledge as to which buyers are active in any given basin/county/section and what those buyers bid
- EN Generating and collecting transaction data since 1999 across 225,000+ sold properties
- EN Proprietary algorithms are used to identify most likely buyers for assets being sold
- EN Tiered marketing approach efficiently and effectively notifies buyers of current acquisition opportunities
- EN Tech-enabled engine allows for rapid onboarding of properties for sale, maximizing marketing exposure to buyer universe, and extracting top value for sellers



Tech-Enabled Platform Leverages Data Science to Provide Solutions for Clients



The EnergyNet Platform Advantage Continued...

Tech-enabled process allows for rapid sales cycle of 35-60 days

- Ⓜ Providing liquidity to sellers 2x faster than other providers

2018 – 2021 YTD totals:

- Ⓜ 8,500+ closed industry transactions
- Ⓜ \$6B+ closed oil and gas asset sales
- Ⓜ 1,200,000 active user sessions
- Ⓜ 199,000 bids placed

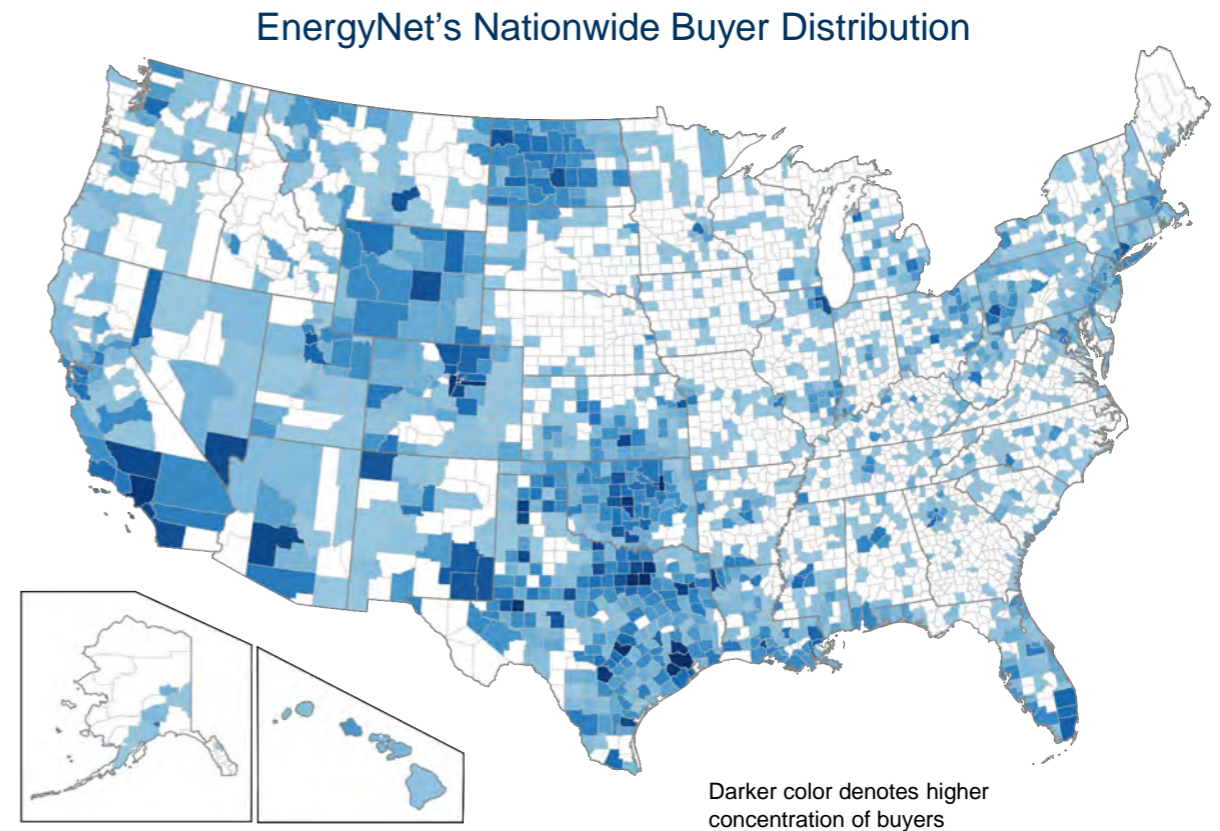
Sellers can quickly upload relevant property information, such as historical production information, offset operator performance, purchase and sale documentation, and deed of conveyance to a virtual data room with click and drag functionality, allowing for efficient diligence of properties and a rapid close.

Broad and Targeted Marketing to Identify the Most Likely Buyers



Expose your company's assets to more than 45,000+ active, sophisticated, registered, financially qualified oil and gas operators and investors.

- | | | |
|--|----------------------------------|------------------------------------|
| Top 250+ Publicly-Traded E&P Companies | Top 1,000+ Private E&P Companies | 500+ Private Equity Sponsored E&Ps |
| Institutional Investors | Regional O&G Operators | Royalty & Mineral Buyers |
| Investor Groups | International Buyers | High Net Worth Individuals |



EnergyNet – Continued Growth

In 2021 EnergyNet...

Added more than 2,000
new financially qualified
buyer accounts

Successfully closed asset
transactions for more
than 500 new selling
clients



EnergyNet Offers Access to the Entire Marketplace of Potential Buyers



1,000 Name Brand Buyers

EnergyNet Reaches All Well-Known Buyers

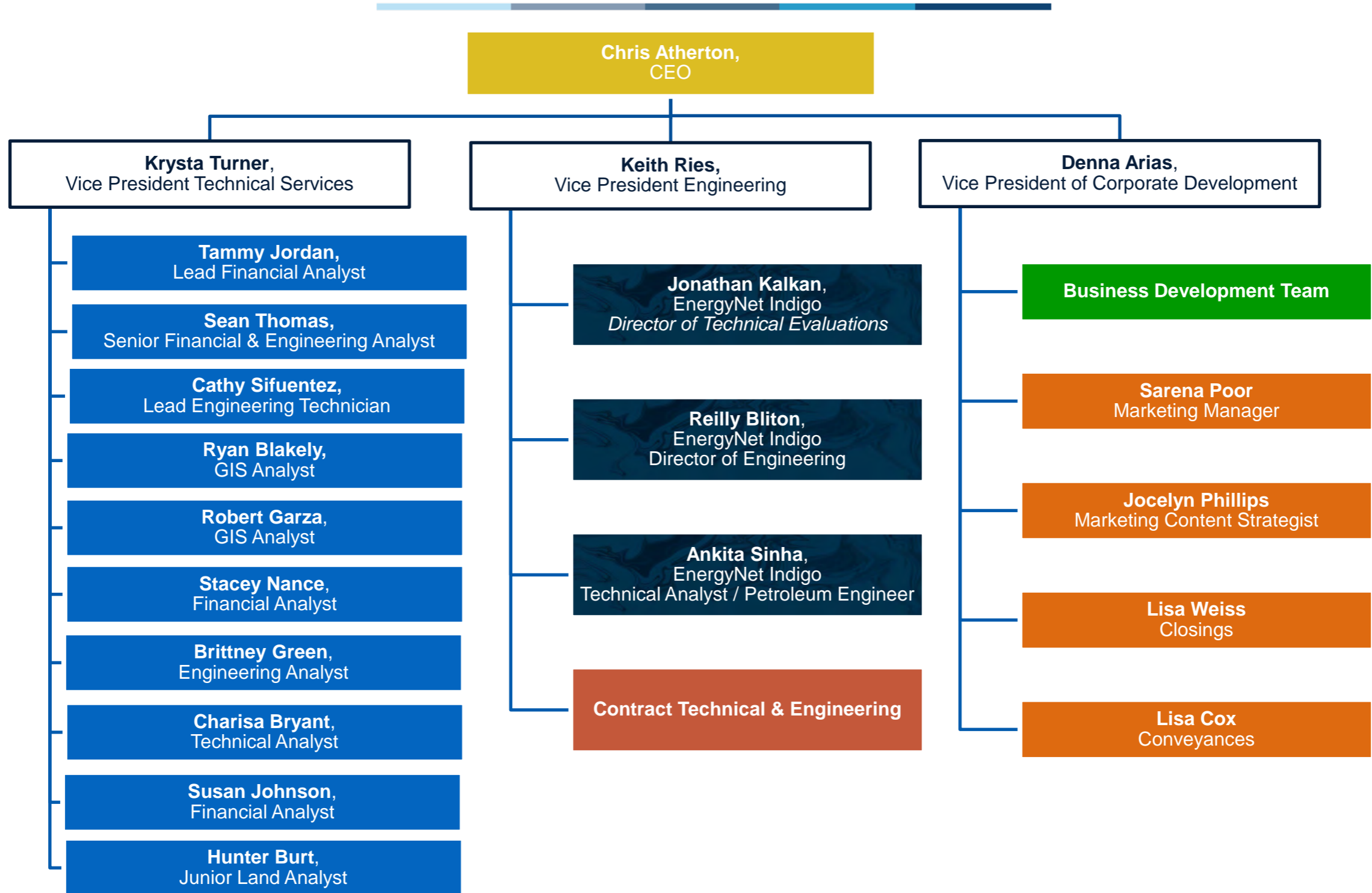
- Top 250+ Public E&P Companies
- Top 250+ Private E&P Companies
- 500 + Private Equity Backed E&P's
- Private Equity Sponsors

45,000+ Buyers

EnergyNet Also Reaches All Less Known Buyers

- Regional O&G Companies
- Royalty Aggregators
- Investor Groups
- International Buyers
- Institutions
- Funds
- High Net Worth Individuals

Dedicated Deal Team Ready to Support Your Divestment Success





INDIGO

Tech-Enabled Upstream Oil & Gas Acquisition & Divestiture Platform for Asset Deals Valued \$20MM to \$250MM+

- ▶ EnergyNet Indigo’s technology-enabled platform is tailor-made for upstream and midstream energy companies. Indigo offers a complete range of asset divestiture capabilities and strategic advisory services. Our A&D professionals and in-house engineering and geology teams have successfully executed billions of dollars of U.S. oil and gas asset transactions over the last 23+ years.
- ▶ We know that every client requires a hands-on, customized approach and that is exactly what we provide.
- ▶ EnergyNet Indigo drives superior outcomes for our clients by following our differentiated formula to achieve a successful transaction.

Unparalleled Market Insight and Real-Time A&D Activity

Access to the Industry’s Largest Community of Oil, Gas, Mineral, and Energy Buyers

Seasoned Technical Team of Petroleum Engineers and Geologists

Comprehensive Data Rooms and Management Presentations

Leading-Edge Analytics to Understand the Asset

Seamless, Customized, and Battle-Tested Competitive Selling Process

Expert Negotiation of Assets with Best Terms for a Timely Closing

EN Indigo's Consistent Execution Marketing Higher-Valued Deals

- ▶ Reputable, well-known sellers trust EnergyNet and EN Indigo to market and successfully close their asset divestments.
- ▶ We consistently deliver superior outcomes.
- ▶ In the past 48 months, the team at EnergyNet and EN Indigo, have successfully closed 155 individual transactions valued between \$10MM and \$225MM for our clients.
- ▶ These deals had significant upside stories and complexities. The EN Indigo technical team was able to explain the complexities and capture full value for the upside.



EnergyNet Indigo Technical Skill Set Drives Superior Outcomes for our Clients

We conduct detailed due diligence regarding asset valuation, basin analysis, well-level performance, lateral length, proppant per foot, type curve analysis, offset activity, future upside development etc. The EN technical team uses PHDWin, ComboCurve, ARIES, Spotfire, Enverus Geologic Overviews, Subsurface Analytics, Operator Intelligence, and other proprietary in-house tools to support the valuation.

The team creates executive summaries and development road maps for assets. EnergyNet utilizes these summaries to articulate the value proposition of acquiring the assets. The summaries are also used as a key marketing component in data room presentations.

EnergyNet's business development and marketing teams contact prospective buyers to proactively set up the technical meetings with our team.

Prospective buyers have the opportunity to schedule a technical meeting with our team to discuss the property asset attributes, ask questions, and request any additional evaluation needs.

The EnergyNet technical teams work with the seller to understand the asset prior to the sale.

EnergyNet Indigo Technical Skill Set Drives Superior Outcomes for our Clients. Our team performs:

In-depth Reviews of Single Well Economics

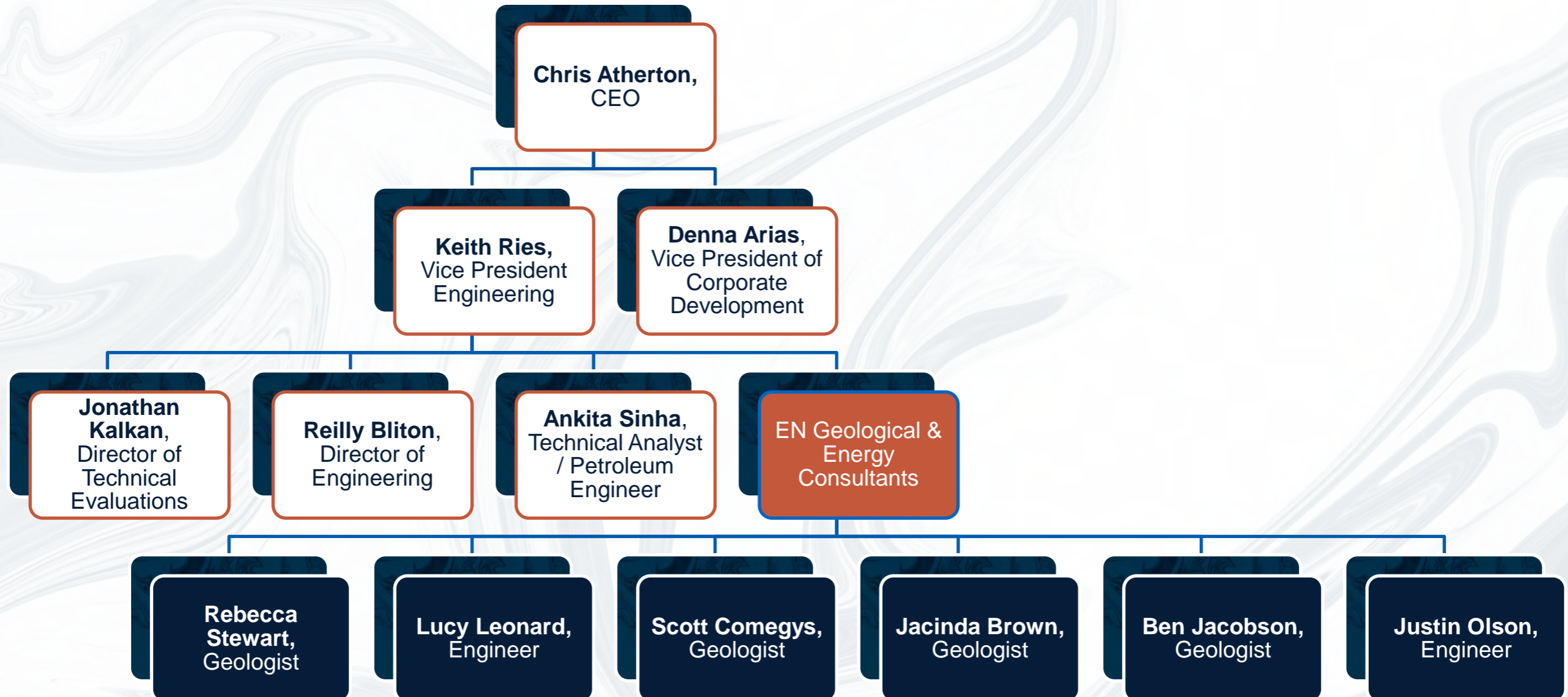
Detailed Reviews of Completion Metrics

Expert Analysis of Type Curves based on Year/Completions/Lateral Length/Spacing/Proppant per Foot

Detailed comparisons between operators, reservoirs, fields, stratigraphic columns for the asset area

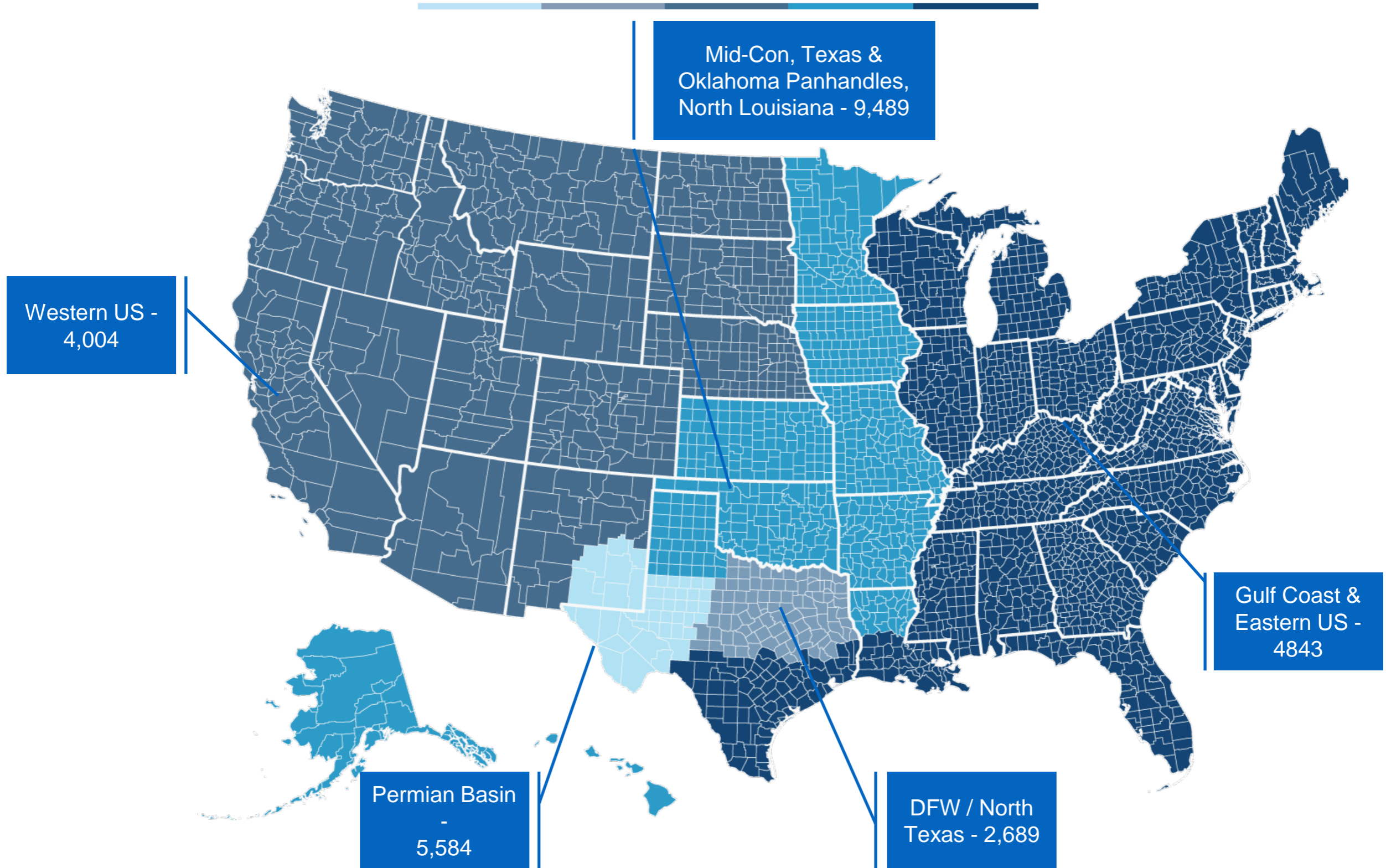
Creation of Engineering Reserves Databases Calculating and Verifying lease expense data, shrinks, yields, differentials, and Ownership.

► **Dedicated Deal Team Ready to Support Your Divestment Success**



Closed Opportunities Across the U.S.

2000 – 03/2022



EN Sale Types Comparison Chart

	EN Auction	EN Sealed Bid	EN Indigo
Asset Value: \$0 to \$10MM	✓	✓	
Asset Value: \$3 to \$20MM	✓	✓	
Asset Value: \$20MM to \$250MM+			✓
PDP Value of 75%+	✓		
Significant Upside and/or Complexity		✓	✓
Document Governing Sale: EnergyNet Buyer & Seller Agreements	✓	✓	
Document Governing Sale: Purchase and Sale Agreement (provided by Seller)		✓	✓
Sales Cycle Timing	25 - 45 Days	35 - 60 Days	45 - 90 Days
Bids Viewable By All Participants	✓		
Bids Viewable By Only Seller		✓	✓
Minimum Reserve Price: Seller Establishes an MRP; if MRP is met or exceeded a transaction will occur	✓		
Seller can accept or reject offers; Buyer and Seller must execute a Negotiated Sale Agreement agreeing to the purchase price and effective date		✓	
Seller can accept or reject offers; Buyer and Seller must execute an agreed upon Purchase and Sale Agreement (PSA) to effectuate a transaction			✓



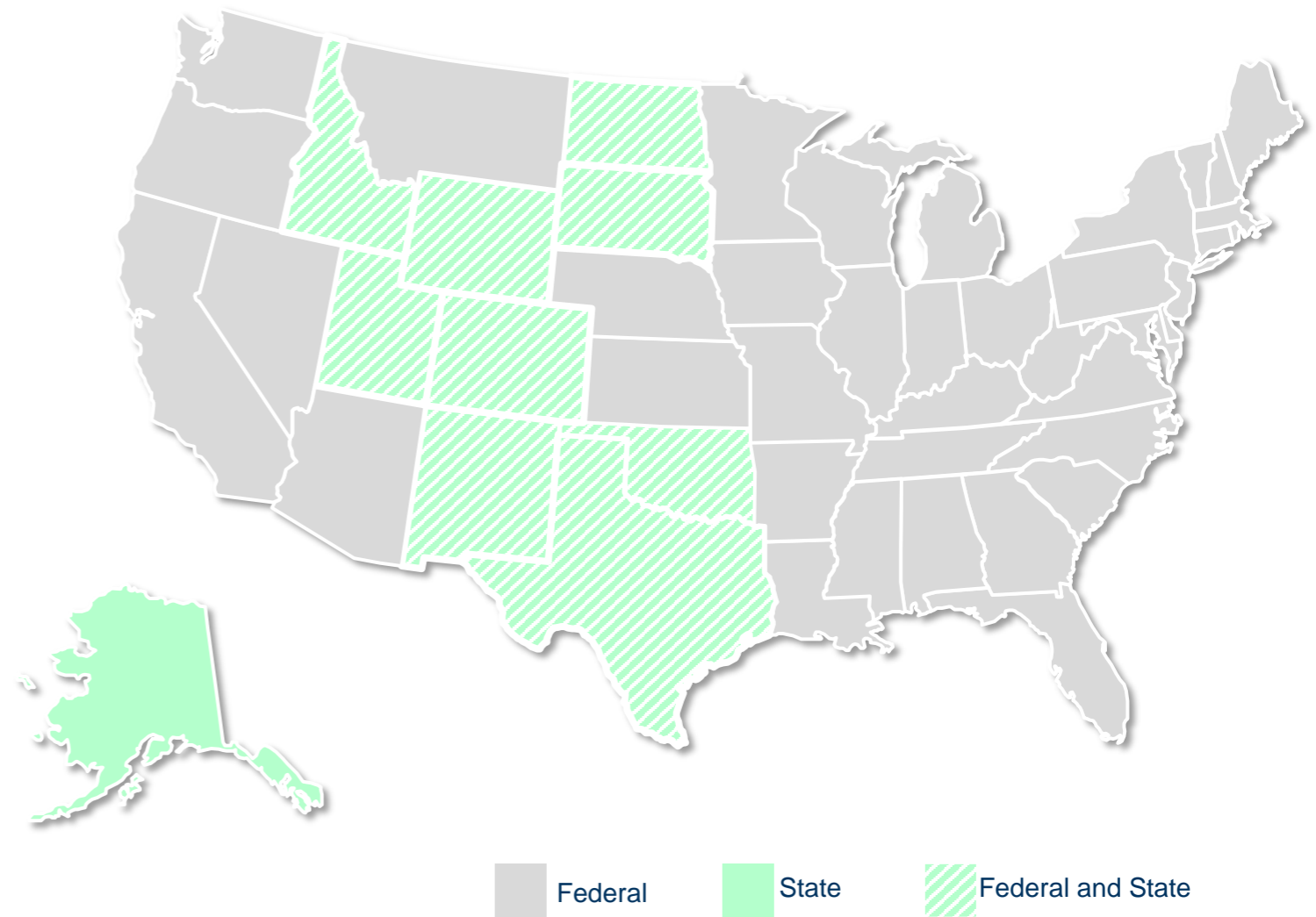
ENERGYNET

GOVERNMENT RESOURCES

Government Offerings on the EnergyNet Platform

15 Contracts
13 Federal & State Agencies

Agencies Under Contract
By Jurisdiction



BLM



- ▶ **BLM** - U.S. Department of the Interior Bureau of Land Management
- ▶ Based in **Washington D.C.** with offices in various western states
- ▶ Administers over **245 million** surface acres of land, 700 million acres of sub surface minerals mainly in **12 western states**
- ▶ Offer oil and gas leases by state via **oral lease sales** quarterly
- ▶ BLM anticipates that **online lease sales** will be offered in **2016** on EnergyNet.
- ▶ To date the BLM has sold **~\$1.6B** through the EnergyNet Marketplace.
- ▶ Non-Oil and Gas (Majority Real Estate)
2019 - \$400K | 2020 - \$4MM | 2021 - \$43MM



Texas GLO



- ▶ **Texas GLO** - Texas General Land Office (Austin)
- ▶ Oversee **13 million acres** of land and mineral rights on behalf of the Permanent School Fund
- ▶ Utilize a **sealed bid process** for their non-relinquishment leases, such as school lands, riverbeds, and offshore tracts which are now held on EnergyNet
- ▶ First online sealed bid sale was August 2015, brought in over **\$20 Million**
- ▶ A **resource** for leases in the state of Texas, with the sale proceeds going toward schoolbooks for Texas children
- ▶ To date the Texas GLO has sold **~\$355MM** through the EnergyNet Marketplace.

University Lands



- ▶ **University Lands** - The University of Texas Systems (Midland and Houston)
- ▶ Oversee **2.1 million** acres located in the 19 west Texas counties
- ▶ Revenues from oil and gas royalties, lease bonuses and rentals deposited in **Permanent University Fund**
- ▶ Utilizes a **sealed bid** sale, has contract with EnergyNet
- ▶ Suggest you keep in mind for possible future **Permian** acreage acquisitions
- ▶ To date University Lands has sold **~\$243MM** through the EnergyNet Marketplace.

Various Current Offerings

MT-FR-2022-04



State of Montana DNRC Frac Sands Permit Sale, April 8, 2022

1 Tract covering approximately 480.00 acres available for permit.

BLMNV-RE-2022-04



BLM Nevada SNPLMA Spring 2022 Land Sale, May 3 - 4, 2022

35 Parcels covering 400.815 acres available for sale.

Broker of record is Northcap Companies, Nevada License # B.0057269.LLC

AK-2022-Q2-1



Alaska DNR Alaska Peninsula Areawide 2022 Oil & Gas Lease Sale, May 19, 2022

1,004 Tracts covering an estimated 5,031,968.00 acres.

Diverse Investment Opportunities

Agricultural Leases

Hard/Precious/Strategic

Minerals

Developed and Undeveloped Hydrocarbons

Real Estate for Sale and Lease

Renewable Energy Easements

Timber Rights



Nomination Campaigns

Raising upcoming bid round awareness as early as possible

Postcards, emails, and calls to out-of-region operators, associations, and investment groups

Nomination information prominently displayed on the EnergyNet website

One-on-one meetings to introduce agency's nomination and concession procedures



Suite of Services

Highly customizable system to meet agency needs

Bidder pre-screening

Focused marketing efforts, generating increased competition

Custom sale page and individual parcel pages

Upon close of the sale, tailored reports are provided

No fees for the government agency

The screenshot displays the EN EnergyNet website's 'Government Resources Listings' page. At the top, the EN EnergyNet logo is on the left, and navigation links for 'Property Listings', 'Sell a Property', 'Sales Results', 'About Us', and 'Help' are on the right. A 'Log In or Register' button is also present. The server time is shown as 'Server Time (CDT): Oct. 29, 4:22:21p'. The main heading is 'Government Resources Listings', with a sub-note: 'This page includes all active government sale groups'. A 'Government Calendar' link is in the top right. Below this is a map of the United States with various colored markers (red, orange, blue, green) indicating active government sale groups. The map includes a 'Street Map' and 'Satellite' view toggle, a '300 mi' scale bar, and a 'Mapbox © OpenStreetMap' attribution. Below the map are filter tabs: 'Hide Map', 'Oil & Gas', 'Agriculture', 'Timber', 'Real Estate', 'Renewable', and 'Mining / Other'. The main content area lists several government sale groups, each with a state icon, a title, a description, a bidding schedule, and buttons for 'Register for this Sale' and 'View Listings'. The listings include: ND-2021-Q4 (North Dakota Oil and Gas Lease Sale, November 2, 2021), WY-2021-11 (Wyoming Office of State Lands and Investments Oil & Gas Lease Sale, November 3, 2021), UT-RE-2021-11-2 (Utah SITLA - Land Sale Auction, November 10, 2021), UT-RE-2021-11 (Utah SITLA - Sealed Bid Land Sale, November 16, 2021), NM-2021-11 (New Mexico State Land Office Oil & Gas Sealed Bid Lease Sale, November 16, 2021), GEONM-2021-Q4 (BLM New Mexico Geothermal Lease Sale, November 18, 2021), and OK-2021-Q4 (State of Oklahoma Oil, Gas and Helium Sealed Bid Lease Sale, December 8, 2021). At the bottom, there is a search prompt: 'Not finding what you are looking for? Visit our [Agency Nomination](#) page.'



Attracting New Bidders

Data Mining

- Past sales results
- Industry activity
- Association directories
- News articles
- Press releases

Outreach Campaigns

- Postcards sent to specific targets and interested parties
- Quarterly publications sent to key decision-makers
- Phone calls and emails

```
self.fingerprints = []
self.logdupes = True
self.debug = debug
self.logger = logging.getLogger(__name__)
if path:
    self.file = open(os.path.join(settings.get('job_dir', 'job_dir'), 'fingerprints.txt'), 'a')
    self.file.seek(0)
    self.fingerprints.update(fingerprints)

@classmethod
def from_settings(cls, settings):
    debug = settings.getbool('debug', False)
    return cls(job_dir(settings.get('job_dir', 'job_dir')))

def request_seen(self, request):
    fp = self.request_fingerprint(request)
    if fp in self.fingerprints:
        return True
    self.fingerprints.add(fp)
    if self.file:
        self.file.write(fp + '\n')

def request_fingerprint(self, request):
    return request_fingerprint(request)
```

Custom auction methodologies, Payment Process, and more

Texas GLO

- ▶ Sealed bid only
- ▶ Agency offers nominated tracts
- ▶ Agency sets minimum bid per tract based on their own analysis
- ▶ Sales conducted as needed
- ▶ Winning bidders pay EN; EN wires a lump sum to the Agency
- ▶ On the EN Platform since 2015

New Mexico SLO

- ▶ Sealed bid or live auction as directed by the Agency
- ▶ Agency may nominate tracts for lease
- ▶ Agency sets minimum bid per tract at its own discretion
- ▶ Monthly sales
- ▶ Winning bidders pay the Agency and EN separately
- ▶ On the EN Platform since 2016

North Dakota DTL

- ▶ Live auction only
- ▶ Agency offers nominated tracts
- ▶ Agency sets minimum bid per acre based on regulation
- ▶ One sale per quarter
- ▶ Winning bidders pays Agency; Agency wires EN its share of proceeds
- ▶ On the EN Platform since 2011



Differentiating Factors of EnergyNet

EnergyNet has been in business for more than 23 years. We employ 50 full-time upstream A&D professionals. Our team sold over 50,000 properties totaling \$6B in the last 60 months. EnergyNet has successfully sold oil and gas assets for ExxonMobil, Shell, Chevron, Total, BP, XTO Energy, Marathon, EOG Resources, Ovintiv, ConocoPhillips, Apache Corp, Devon Energy, Oxy, Hilcorp Energy, EnerVest, Pioneer Natural Resources, Hess and thousands of other oil and gas companies. We also facilitate sales for United States Bureau of Land Management (BLM), State of Texas (General Land Office & University Lands), State of North Dakota, State of Colorado, State of Utah, State of New Mexico, State of Oklahoma, State of Wyoming, Alaska Department of Natural Resources, South Dakota School and Public Lands, and the FDIC; selling oil and gas assets, leases, and other commodities. EnergyNet has a proved track-record of success.

I write all this to reinforce the fact that our company and divestment processes have been thoroughly and routinely vetted by well-known, reputable industry participants. These entities repeatedly retain our services because EnergyNet's marketing methodology, business practices and A&D platform consistently perform.

We want to earn your business. Your business is important to EnergyNet; and I personally give you my word that your project will be top priority and it will be all hands-on deck at EnergyNet to make it successful.

Respectfully,



Chris Atherton
Chief Executive Officer
EnergyNet, Inc.





ENERGYNET



INDIGO

HOUSTON | AMARILLO | DALLAS | OKLAHOMA CITY | MIDLAND
877-351-4488 | EnergyNet.com | Indigo.EnergyNet.com

Chris Atherton
President - CEO
(832) 654-6612
Chris.Atherton@energynet.com

Denna Arias
Vice President - Corporate Development
(281) 433-0843
Denna.Arias@energynet.com

Lindsay Ballard
Vice President - Business Development
Permian Basin / Western US
(512) 269-9021
Lindsay.Ballard@energynet.com

Ethan House
Vice President - Business Development
Mid-Con / TX Panhandle / N LA / Western US
(405) 255-5444
Ethan.House@energynet.com

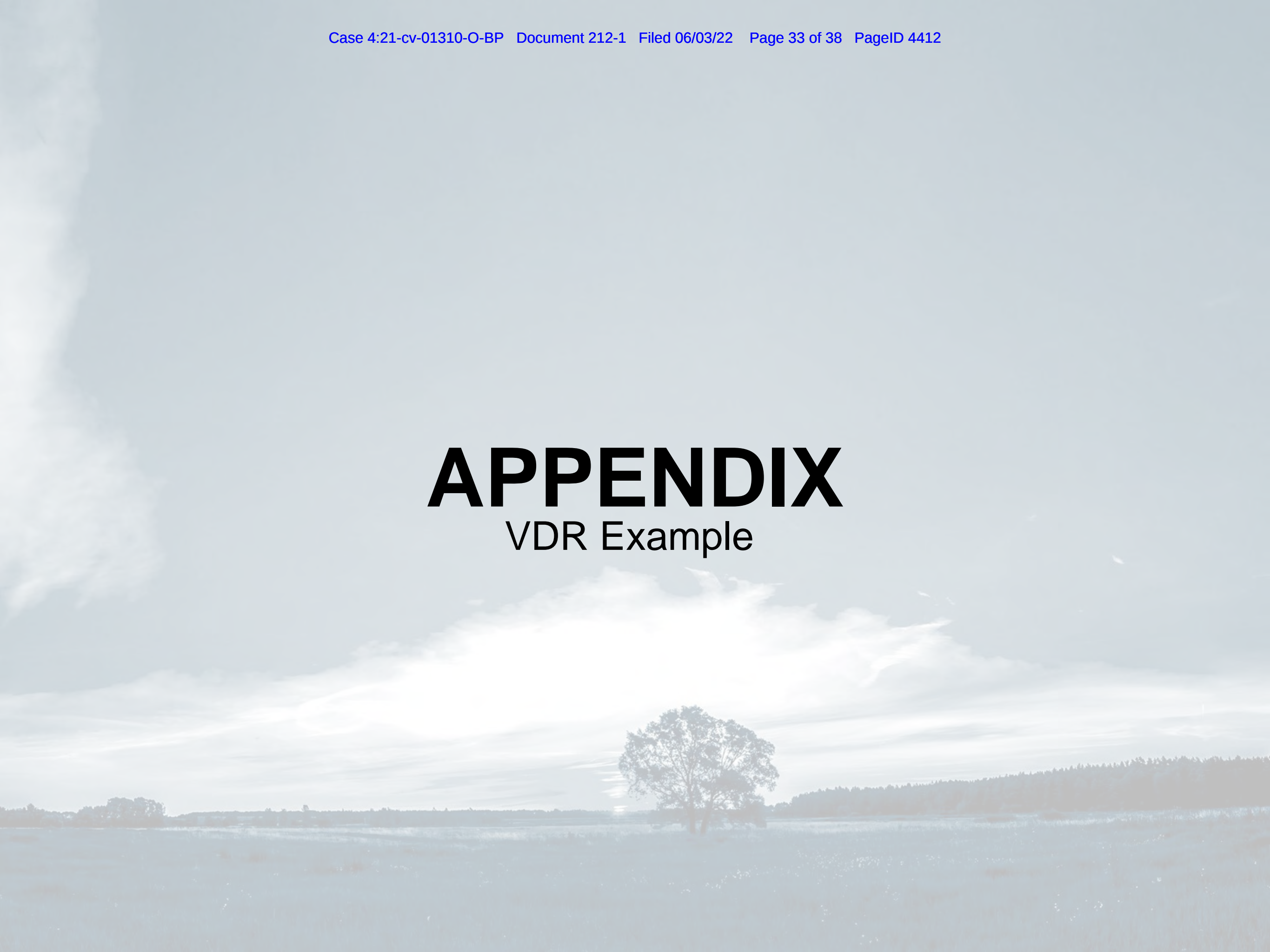
Emily McGinley
Director - Business Development
Mid-Con / TX Panhandle / N LA / Western US
(405) 795-2975
Emily.McGinley@energynet.com

Cody Felton
Vice President - Business Development
Houston / Eastern States
(281) 221-3042
Cody.Felton@energynet.com

Zachary Muroff
Vice President - Business Development
DFW / East TX
(214) 556-2065
Zachary.Muroff@energynet.com

Jewell Arias
Buyer Relations / Transaction Manager
(713) 861-1866
Jewell.Arias@energynet.com

Gus Rivero
Vice President - Government Resources
(806) 463-3616
Gus.Rivero@energynet.com

A landscape photograph of a field with a single tree in the center, under a cloudy sky. The image is faded and serves as a background for the text.

APPENDIX

VDR Example



[Hide Map](#)

Lot No.
61737

Calcasieu and Saint Landry Parishes, L...

**Alfaro Energy LLC
Receivership**
5 Well Package and 1-SWD (Non-Operated WI)



Property Schedule

Due Diligence Began
11/8/2019

Bidding Started
11/21/2019

Bidding Ended
12/4/2019 2:50 PM

[Back to Listings](#) | [Bid History](#) | [Monthly Revenue](#) | [Properties in this Lot](#) | [Internet Data Room](#) | [Data Packages](#) | [Points of Contact](#) | [Seller Comments](#)

Your Bid Status:
You have not bid on this lot

Description:
5 Well Package and 1-SWD (Non-Operated WI)

Location:
Calcasieu and Saint Landry Parishes, Louisiana

EnergyNet has been retained by Alfaro Energy LLC Receivership to offer for sale their 5 Well Package and 1-SWD (Non-Operated WI) located in Calcasieu and Saint Landry Parishes, Louisiana.

Time Remaining:
Auction has ended

Start Time:
11/21/2019 2:50 PM CST

End Time:
12/4/2019 2:50 PM CST

Reserve Status:
No reserve

Your Bid:
-

Highest Bid:
\$257,000

Starting Bid:
\$5,000

Bid Increment:
\$500

Internet Data Room:
[All Documents](#)

Conveyance document(s) available in the list of [Documents](#).

Effective Date of Sale:
12/01/2019

Total Filing, Admin and Postage Fee for This Lot (To be Paid by Buyer at Closing):
\$650.00

[Print Page](#)

Gulf Coast Basin - East Moss Lake, North Cankton and South Lake Charles Fields

This lot contains various **non-operated working interests** in five (5) wells and one (1) salt water disposal well, all located in Calcasieu and St. Landry Parishes, Louisiana. Operated by Louisiana Jordan Oil Company, Inc. of Houston, Texas and Mack Energy Co. of Lafayette, Louisiana.

Combined, these wells have produced an average of approximately **66 BOPD and 1,395 MCFPD** over the past six (6) month reported period. For more details, see the [Production History](#) and [Historical Production Curve](#). Currently, there are four (4) wells that are non-producing.

Joint Operating Agreements associated with these properties can be viewed by click on [Agreements](#).

[Click here to view Executive Overview](#)

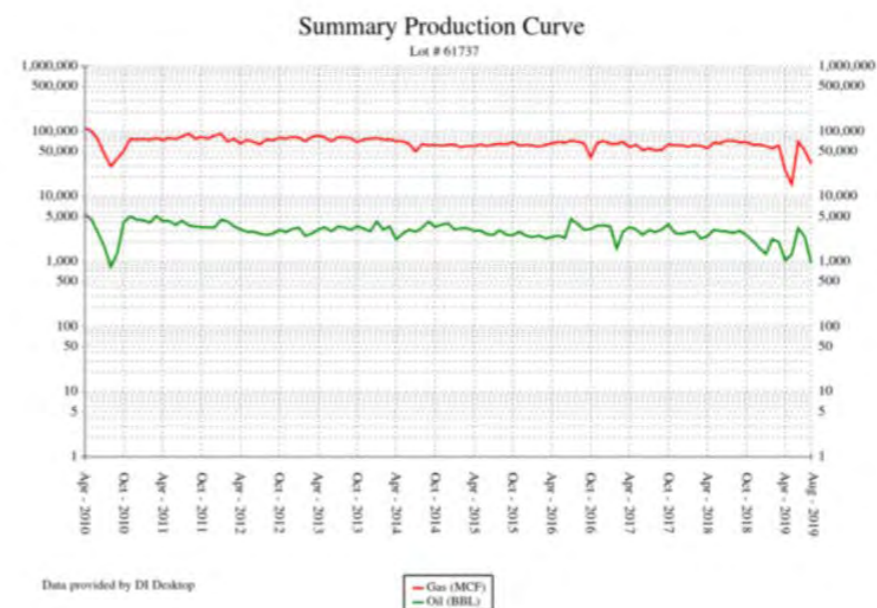
Monthly Revenues/Expenses - Lot Summary (WI)

Accounting Month	Net Revenue	L.O.E.*	Net Profit
September 2019	\$14,935.41	\$8,396.51	\$6,538.90
August 2019	\$20,668.00	\$7,092.14	\$13,575.86
July 2019	\$9,929.32	\$5,224.78	\$4,704.54
June 2019	\$8,787.77	\$11,281.67	(\$2,493.90)
May 2019	\$23,220.65	\$1,202.64	\$22,018.01
April 2019	\$7,434.35	\$15,263.61	(\$7,829.26)
March 2019	\$18,658.24	\$14,725.88	\$3,932.36

Based on information provided by Seller, the interests being sold in this lot have had an **average net income of approximately \$5,778.07/month** over the past 7-month period. In order to view the revenue and expenses, click on [Check Stubs](#) and [Lease Operating Statement](#) under Internet Data Room below.

(* Less AFE

Summary Production Curve



Seller Notes

Due to the unusual nature of this interest, the seller would like for three different points to be clarified:

Insofar as the modifications to Alfaro's rights in the operating agreement, we would like it to be clear to any prospective purchaser that the \$25,000 hold-back provision will continue to apply and the escrowed amount will transfer to the purchaser.

There is a second non-producing well that the working interest owners are required to plug and abandon in the future. This obligation is being assumed by the purchaser.

Regarding the Option Agreement with BG LAKE CHARLES OPERATIONS, LLC., although we do not know if this option well ever be exercised, we want it to be clear that the rights of Alfaro are also being transfer to the purchaser.

Properties for this Lot

Current Property Highlighted, See Property Information Sheet below; Click Data Button(s) for other properties in the lot.

Property	Location	Operator	Interest	
9800 RB SUA;Reynolds Metals 1	Calcasieu, LA	Louisiana Jordan Oil Company, Inc.	WI	0.10000000
			NRI	0.07000000
			RI	0.00000000
			ORRI	0.00000000

Property/Well Name	9800 RB SUA;Reynolds Metals 1	State Well ID Number	616176-UNIT	Average Price Received Last Month - Gas (\$/MCF)	\$0.00
Parish, State	Calcasieu, LA	Producing/Non-Producing/Shut-In	Producing	Average Daily Production Last 6 Months - 8/8ths Oil (Bbl)	38.39 Bbl
Legal Description	Section 9-T11S-R9W	Plugged Back TD (Feet)	11,160' (TMD)	Average Daily Production Last 6 Months - 8/8ths Gas (MCF)	1,395 MCF
Field Name	Moss Lake, East	BPO WI - Decimal	0.10000000	Is Water Production Volume Known? (Y/N)	No
Producing Formation	UPR 14000	BPO NRI - Decimal	0.07000000	Oil Marketer and Address	Central Crude, Inc. 4187 Highway 3059 Lake Charles, LA 70615
Completion Interval (Feet to Feet)	10,487' - 11,007'	BPO ORRI - Decimal	0.00000000	Gas Marketer and Address	Central Crude, Inc. 4187 Highway 3059 Lake Charles, LA 70615
Completion Date	01/14/2010	BPO RI - Decimal	0.00000000	Gas Imbalance? (Y/N)	No
Facility Type (Well, Compressor Station, etc.)	Well	APO WI - Decimal	0.10000000	Depth or Wellbore Restrictions? (Y/N)	No
Selling Operations (Y/N)	No	APO NRI - Decimal	0.07000000	Environmental Problems/Issues/Wetlands/etc? (Y/N)	No
Operator's Name	Louisiana Jordan Oil Company, Inc.	APO ORRI - Decimal	0.00000000	Preferential Rights? (Y/N)	No
Operator's Address	10370 Richmond Avenue, Suite 450 Houston, TX 77042	APO RI - Decimal	0.00000000	Consent to Assign? (Y/N)	No
Operator's Telephone	337-436-1000	Cumulative Production 8/8ths Oil (Bbl)	216,049 Bbl		
Type (Gas/Oil/Salt Water Disposal)	Oil and Gas	Cumulative Production 8/8ths Gas (MCF)	6,842,666 MCF		
API Number(s)	17-019-22231	Average Price Received Last Month - Oil (\$/Bbl)	\$0.00		

<input type="checkbox"/>	5100 RA SUA;Petitfils-Gardner 1	Saint Landry, LA	Mack Energy Co.	WI	0.26250000
				NRI	0.19603581
				RI	0.00000000
				ORRI	0.00000000
<input type="checkbox"/>	9800 RA SUA;Waggoner 1-Alt	Calcasieu, LA	Louisiana Jordan Oil Company, Inc.	WI	0.10000000
				NRI	0.07000000
				RI	0.00000000
				ORRI	0.00000000
<input type="checkbox"/>	S B Gardner A SWD 4	Saint Landry, LA	Mack Energy Co.	WI	0.26500000
				NRI	0.20000000
				RI	0.00000000
				ORRI	0.00000000
<input type="checkbox"/>	John E Bergstedt et al 1	Calcasieu, LA	Louisiana Jordan Oil Company, Inc.	WI	0.10000000
				NRI	0.07000000
				RI	0.00000000
				ORRI	0.00000000
<input type="checkbox"/>	HBV RF SUA;Fontenot 1	Calcasieu, LA	Louisiana Jordan Oil Company, Inc.	WI	0.22000000
				NRI	0.00000000
				RI	0.00000000
				ORRI	0.00000000

Bid History (Top 10)

Bidder	Placed	Amount
fstmd	12/4/2019 2:49:28 PM	\$257,000
rackem1	12/4/2019 2:49:57 PM	\$256,500
fstmd	12/4/2019 2:49:28 PM	\$256,000
rackem1	12/4/2019 2:49:38 PM	\$255,500
fstmd	12/4/2019 2:49:28 PM	\$102,500
yrroc	12/4/2019 2:48:32 PM	\$102,000
fstmd	12/4/2019 2:46:57 PM	\$100,000
yrroc	12/4/2019 2:48:04 PM	\$85,000
fstmd	12/4/2019 2:46:57 PM	\$54,500
yrroc	12/4/2019 2:34:23 PM	\$54,000

[View 6 earlier bids...](#)

Internet Data Room

The EnergyNet Internet Data Room (IDR) contains additional due diligence information. All information is provided by the Seller to be verified by Buyers.

All Documents [69]	View
FINAL RECORDED DOCUMENT(S) [2]	View
Agreements [9]	View
Check Stubs [2]	View
Correspondence - UPDATE [2]	View
Court Proceedings [3]	View
Executive Overview [1]	View
Historical Production Curve [4]	View
Lease Operating Statement [36]	View
Maps and Plats [2]	View
Outgoing Conveyances [2]	View
Production History [4]	View
Well Data [2]	View

Data Packages

Data Packages offer you the convenience of downloading and printing all of the data pertaining to this lot at once. The PDF document below contains all of the data pertaining to this lot that is viewable in the Internet Data Room (IDR). The ZIP file below contains any additional files available for download in the IDR.

[Click to download/view.](#)

PDF Document Download	Digital Files Download
PDF Document 510 Pages, 117.59 MB	ZIP Archive 49.08 MB

EnergyNet Point of Contact



Managing Director
Cody Felton

Email
Cody.Felton@energynet.com

Office Cell
(713) 861-1866 (281) 221-3042

EnergyNet is always willing to assist during your due diligence process. For technical questions regarding use of the EnergyNet website or the ability to access due diligence data, please call EnergyNet toll free at 1-877-351-4488. For questions regarding the data displayed on this lot or to discuss potential errors or omissions, please communicate with the contact(s) listed above.

Seller's Agreement for the Sale of Oil and Gas Properties

THIS AGREEMENT for the Sale of Oil and Gas Properties is entered into this _____ day of _____, 20_____, between EnergyNet.com, LLC, 7201 W. Interstate 40, Ste 319, Amarillo, TX 79106 and Deborah D. Williamson in her capacity as Court Appointed Receiver for the Estate of Heartland Group Ventures, LLC et al., Civil No. 4:21-CV-01310-O-BP in the United States District Court for the Northern District of Texas-Ft. Worth Division (hereinafter "SELLER") whose address is 112 East Pecan St., Ste 1800, San Antonio, Texas 78205 whose EnergyNet Seller ID (Username) is _____

IN CONSIDERATION of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, SELLER and EnergyNet.com, LLC agree as follows:

Exclusive Right to Sell

SELLER hereby grants to EnergyNet.com, LLC the exclusive right to sell the Properties of SELLER identified by SELLER on any "Property Listing Agreement" submitted by SELLER to EnergyNet.com, LLC (hereinafter "Property" or "Properties" whether used in the singular or plural tense or properties making up a lot). A Property Listing Agreement is not effective until signed by both SELLER and EnergyNet.com, LLC. An example of a Property Listing Agreement is attached as Exhibit "A". The sale of the Properties will be subject and pursuant to the terms and conditions of this Agreement as may be amended as provided herein, any additional terms as posted on the Lot, Property Narrative, Property Information Page, or Additional Information on the EnergyNet.com, LLC Website ("the Website"), and additional terms on the Property Listing Agreements that have been accepted by EnergyNet.com, LLC in a writing executed by EnergyNet.com, LLC. In the event of any conflict in terms and conditions, the terms and conditions of a Property Listing Agreement executed by both SELLER and EnergyNet.com, LLC will control.

Sale of Properties in Auction or Sealed Bid

In the Auction, Sealed Bid or other designated sale method (hereinafter "Sale Process"), SELLER may offer Properties for sale with or without a minimum reserve sales price. A specific date and time can be designated for the beginning and ending dates and times that potential BUYERS may make bids or offers on the Property in the Sale Process.

In an Auction Sale Process, the Properties are offered for sale through EnergyNet.com, LLC's auction platform conducted on the Website. BUYERS will bid on the Properties until the ending date and time of the auction. BUYER with the highest bid or offer at the ending time and date whose bid or offer meets the minimum reserve sales price (if any) or the BUYER whose bid or offer is accepted by SELLER, will be obligated to purchase the Property for that price.

In a Sealed Bid Sale Process, the SELLER will receive sealed bids offered by the BUYER. The SELLER has the right to accept or reject any offer at any time. If SELLER offers the Properties in a Sealed Bid Sale Process and SELLER chooses to accept an offer, the SELLER must accept the offer in writing. This Agreement will govern the transaction(s) between SELLER and BUYER unless and until the SELLER and BUYER execute a separate purchase and sale agreement. If SELLER and BUYER execute a separate purchase and sale agreement, the terms of the purchase and sale agreement will control over any similar or related terms in this Agreement for the Properties that are the subject of the purchase and sale agreement. If the SELLER and BUYER enter into a purchase and sale agreement, the terms of this Agreement will apply to: (1) the Properties not conveyed in the purchase and sale agreement, if any; and (2) Properties conveyed by the purchase and sale agreement but only to the extent the purchase and sale agreement is silent as to terms in this Agreement. Notwithstanding anything to the contrary in this Agreement, the terms of this Agreement will control over the terms of any purchase and sale agreement entered into between SELLER and BUYER with regard to the duties and obligations between EnergyNet.com LLC and either SELLER or BUYER. No purchase and sale agreement between SELLER and BUYER will alter Fees and Commission Schedule payable to EnergyNet.com LLC as set out in Exhibit "C".

For any Sale Process, SELLER shall prepare an assignment that conveys the Properties. SELLER hereby acknowledges and agrees that the assignment prepared by SELLER is the controlling document with regard to the interest that is conveyed by the SELLER. In the event of a conflict between the assignment and this Agreement, the assignment will control. As between SELLER and BUYER the terms and conditions of the assignment provided by the SELLER and displayed on the Website shall supersede and control over any conflicting terms and conditions in this Agreement or in the Buyer's Agreement.

Seller's Representations, Agreements, Warranties and Assurances

1. Ownership

SELLER, if an individual, represents SELLER is of legal age and has the capacity to enter into this Agreement, subject to the approval of the United States District Court for the Northern District of Texas, Fort Worth Division (the "Court"). SELLER represents it is the sole, agent, fiduciary or trustee of Properties identified by SELLER on each Property Listing Agreement submitted to EnergyNet.com, LLC. If SELLER is a corporation, partnership or limited liability company, SELLER warrants and represents that the consummation of the transactions contemplated by this Agreement will neither violate nor be in conflict with any provision of the applicable Articles of Incorporation, By-Laws, Partnership Agreements, and/or Company Agreements and that the transactions contemplated by this Agreement have been duly and validly authorized by SELLER. Except as specifically set forth in this Agreement, SELLER represents that its execution of this Agreement will not conflict with or result in any breach, violation or default of any contract, loan, note or credit agreement of SELLER. SELLER further represents that no third-party consent is required for SELLER to sell Properties. Except as set forth in this Agreement or the Property Information, SELLER further represents that there is no litigation, proceeding or investigation pending or threatened against SELLER relating in any way to the Properties. SELLER further represents that, except as set forth in the Property Information, the Properties listed are free and clear from all encumbrances, liens, mortgages, pledges, production payments, and security interests created by SELLER, and any other defects of title that adversely affect or interfere with the operation or use of the Properties as currently operated or used or the ownership or value thereof. SELLER has not incurred any obligation or liability contingent or otherwise other than those usual in day-to-day management, and SELLER has the authority to enter into this Agreement and to fully and freely convey the Properties identified on each Property Listing Agreement submitted. SELLER will not assign, dispose or encumber any Property submitted on a Property Listing Agreement during the Sale Term identified in Paragraph 19, without the prior written consent of EnergyNet.com, LLC

SELLER is to disclose to EnergyNet.com, LLC, for review by potential BUYERS, all mortgages, liens, encumbrances and contractual obligations that burden the Properties and are known to Seller. SELLER is to provide EnergyNet.com, LLC, for review by potential BUYERS, all pertinent documentation and releases as to outstanding mortgages, liens, encumbrances and contractual obligations if noted in said Property Information or if discovered by potential BUYERS ten (10) working days prior to EnergyNet.com, LLC beginning the Sale Process for the Property. SELLER agrees and acknowledges that certain Properties subject to mortgage liens may be subject to the mortgagee attending the closing, receiving funds to fully satisfy said mortgage and paying all costs associated with any such release or recording of any release. At or before closing, SELLER shall pay and fully satisfy any such liens and obtain a release of any such liens. Encumbrances are allowed for gas imbalances and preferential rights of purchase as

discussed below, SUBJECT TO FULL DISCLOSURE OF THE SAME AND ACCEPTANCE THEREOF BY BUYER. Such Acceptance by BUYER shall be by BUYER'S placement of any bid or offer on said Properties.

SELLER represents SELLER is engaged in the business of exploration for or producing oil, gas and other minerals as an ongoing business.

2. Furnishing of Information

SELLER hereby agrees to provide, if reasonably obtainable, to EnergyNet.com, LLC all well data for Properties listed on EnergyNet.com, LLC's Property Information request attached as Exhibit "B" hereto. Upon request of EnergyNet.com, LLC or a potential BUYER, SELLER agrees to cooperate and furnish all additional data requested outside of data identified on Exhibit "B", if reasonably obtainable and in SELLER'S possession, including but not limited to: all records and instruments relating to the leases such as title opinions, title reports and curative materials, gas purchase contracts, gathering and transportation agreements, processing agreements, gas balancing agreements, operating agreements, joint venture agreements, well data, production, pricing and operating expense data or other files maintained by SELLER covering such Properties. SELLER must provide the information identified in Exhibit "B" to EnergyNet.com, LLC twenty (20) working days prior to EnergyNet.com, LLC beginning the Sale Process for the Property. SELLER agrees and represents that SELLER will delete, redact or cover Personal Information included in all data and information furnished to EnergyNet.com, LLC or a potential BUYER. Personal Information includes social security numbers, driver's license numbers, credit card numbers, and information related to assets or financial accounts owned by individuals unless directly related to the Properties.

For Auction Sale Processes, SELLER must provide EnergyNet.com, LLC an original Assignment and/or Bill of Sale unilaterally executed by SELLER, leaving the name of the assignee blank, to serve as the conveyance instrument to BUYER upon a successful sale. Such Assignment should be drafted, notarized and executed in accordance with the applicable state laws in which the Properties are located. If any of the Properties include oil and gas leases from any governmental agencies, SELLER agrees to execute and deliver to BUYER an assignment of such leases on the forms prescribed by such governmental agencies, subject to the reservations or limitations listed on the applicable Property Listing Agreement or Property Information. In addition, for the sale of operated Properties, SELLER is to furnish EnergyNet.com, LLC, at least ten (10) working days prior to EnergyNet.com, LLC beginning the Sale Process for the Property, a fully executed, notarized, if required, original Change of Operator form or other form or forms necessary for the transfer of operations in the state in which the Properties are located.

For Sealed Bid Sale Processes, SELLER must provide EnergyNet.com, LLC a draft Assignment and/or Bill of Sale. Such Assignment should be drafted in accordance with the applicable state laws in which the Properties are located. If any of the Properties include oil and gas leases from any governmental agencies, SELLER agrees to execute and deliver to BUYER an assignment of such leases on the forms prescribed by such governmental agencies, subject to the reservations or limitations listed on the applicable Property Listing Agreement or Property Information. For Sealed Bid Sale Processes, SELLER must provide a fully executed original Assignment and/or Bill of Sale to EnergyNet.com, LLC prior to or on the specified closing date as mutually determined by the SELLER and BUYER.

For Auction Sale Processes, EnergyNet.com, LLC will not allow a Property or Lot to be viewed on the Website until such time as the herein required original executed conveyancing documents and other documents and information requested of SELLER hereunder are received by EnergyNet.com, LLC.

SELLER hereby consents and acknowledges that all information furnished will be available to third parties, including pre-approved prospective, qualified and accredited BUYERS, to download the information from the EnergyNet.com, LLC Website, or to receive data by other means. SELLER further consents and agrees that the Property Information and all other data furnished by SELLER may be circulated, published and distributed by EnergyNet.com, LLC. In no event will SELLER be required or obligated to deliver to any BUYER any proprietary or confidential information, including but not limited to geology, geophysical, seismic, or other information, that, in SELLER'S reasonable determination, it is prohibited from disclosing by contract.

SELLER hereby consents and grants to EnergyNet.com, LLC the limited use of its logos, trademarks and promotional designs for use on EnergyNet.com, LLC's Property Listing, information and brochures whether on the Website or published in a brochure.

SELLER will review all information and well data posted by SELLER and or EnergyNet.com, LLC and notify EnergyNet.com, LLC of any corrections or clarifications to be made by EnergyNet.com, LLC.

3. Resale of Properties

Except and unless SELLER notifies EnergyNet.com, LLC in writing to the contrary, SELLER hereby acknowledges and states that the Properties to be posted for sale on the Website by SELLER were not acquired by SELLER with a view to resale, unless the SELLER was forced to acquire the mineral or property interest in a package in order to obtain other Properties in the package.

4. No Fractionalization of Mineral Interests

SELLER hereby acknowledges and confirms that the definition of "Mineral Interest" means an interest in or under oil, gas or mining lease, fee or title, including real property from which the minerals have not been severed or contracts relating thereto. SELLER hereby acknowledges and states that the prospective sale of the Properties will not involve the fractionalization of the Mineral Interest for purposes of applicable securities laws, which means that there will be no sharing of the Mineral Interest through concurrent ownership. Where all SELLER currently owns is a partial Mineral Interest in the Properties (such as a royalty, overriding royalty, or undivided fractional working interest), this non-fractionalization requirement is met if SELLER does not retain concurrent ownership in the Properties, such as a tenancy in common or a joint tenancy. Moreover, the SELLER shall not be considered to be fractionalizing its Mineral Interest in the Properties for this purpose where SELLER retains only a royalty or an overriding royalty interest, or where the SELLER horizontally severs the Properties by retaining a Mineral Interest, including a working interest, in a separate horizontal zone that is distinguishable from the zones being conveyed or severs and sells only the wellbore.

5. Securities

SELLER hereby acknowledges and confirms that the Properties to be offered for sale are not intended or considered by EnergyNet.com, LLC to be "securities," including an investment contract, under applicable securities laws. Notwithstanding the foregoing, there can be no assurance that a judicial tribunal and/or applicable regulatory agency will not take a contrary position.

6. Environmental Liabilities

Upon the closing of the purchase of subject Properties by the BUYER, all responsibility for environmental damages and/or impacts currently existing or occurring after closing date shall pass to the BUYER

7. Royalty, Overriding Royalty and Working Interest and Contractual Liabilities and Operation Liabilities

SELLER hereby acknowledges and agrees that any and all liabilities related to SELLER'S obligations to pay royalties, overriding royalties and contractual obligations under Oil and Gas Leases, Joint Operating Agreements and liabilities associated with the ownership, condition or operation of the subject Properties remain SELLER'S liability from SELLER'S period of ownership to the effective date of the assignment. Upon closing, BUYER assumes all such liabilities associated with ownership of the Properties, accruing after the effective date of the assignment.

8. No Warranties (Express or Implied)

Notwithstanding any provision contained in this Agreement to the contrary, SELLER agrees that the conveyance of the Property, wells, equipment or other Property located thereon shall be without warranty whatsoever, express, statutory, or implied as to description, title, condition, quality, fitness for purpose, merchantability, or otherwise. SELLER makes no representation or warranty whatsoever as to the physical condition of the Property. SELLER has made no statements or representation concerning the present or future value of the anticipated income, costs, or profits, if any, to be derived from the Property. ALL PROPERTY IS SOLD ON AN "AS IS, WHERE IS" CONDITION. SELLER acknowledges and agrees that BUYER shall have the right to full substitution and subrogation in and to any and all rights and actions of warranty that SELLER has or may have against any and all preceding owners or vendors of the Property.

9. Title

Prior to EnergyNet.com, LLC beginning the Sale Process SELLER is to provide to EnergyNet.com, LLC all instruments of title to the subject Properties for review by potential BUYERS. If SELLER fails to timely deliver its assignments, the BUYER agrees to accept such assignment "AS IS", in its form and substance as prepared by SELLER when delivered by SELLER to EnergyNet.com, LLC. SELLER does not warrant title either express or implied and all title to the Property is on an "AS IS" basis. It is the duty of the BUYER to satisfy BUYER as to whether the title is marketable, defensible or acceptable to the BUYER.

SELLER represents that prior to the auction date or the receipt of sealed bids, whichever is applicable, SELLER will review the assignment provided by SELLER to EnergyNet.com, LLC to determine if there are any discrepancies between the assignment and what is represented in the Property Information. SELLER represents that it will notify EnergyNet.com, LLC of any discrepancies in writing prior to the auction date or the receipt of sealed bids.

10. Lesser Interest

SELLER hereby acknowledges and agrees that if: (1) the Properties conveyed by the SELLER is of lesser interest than what is represented in the Property Information and associated data or any modifications or changes thereto; (2) BUYER contacts the SELLER in writing within fifteen (15) days from the date of the sale objecting to the lesser interest; (3) BUYER provides adequate proof of said lesser interest; and (4) BUYER provides BUYER'S opinion of the value of the lesser interest compared to the total price paid for the full or represented interest and the basis for BUYER'S opinion; then SELLER must cure the lesser interest in one of the following three ways:

- (a) refund the value of the lesser interest, or
- (b) cure the defect that is attributed to the lesser interest, subject to the BUYER'S reasonable satisfaction of the recovery and confirmation of the lost interest, or
- (c) rescind the sale and refund to BUYER the amount paid for the Property plus all recording costs associated with the sale of the Property and BUYER will reassign the same, such assignment to be effective the same date of the SELLER'S assignment to BUYER.

SELLER has the option to choose one of the three options. In addition, SELLER must provide notice to BUYER which option SELLER has chosen within fifteen (15) days of receipt of written notification from BUYER.

If SELLER elects to cure the defect pursuant to clause (a) above, SELLER shall refund the value of the lesser interest within ten (10) days of SELLER'S election. If SELLER disagrees with BUYER'S opinion of the value of the lesser interest, SELLER shall provide to BUYER the basis for SELLER'S opinion as to the value of the lesser interest when SELLER refunds the value of the lesser interest. If SELLER does not refund to BUYER the BUYER'S opinion of the value of the lesser interest, BUYER may accept and receive SELLER'S refund of the value of the lesser interest without waiver of any right or cause of action against SELLER to make a claim that SELLER failed to refund the full value of the lesser interest. If SELLER elects to cure the defect pursuant to clause (b) above, the SELLER has sixty (60) days from the date SELLER makes the election to cure the defect. If SELLER does not cure the defect within this sixty (60) day time period, BUYER may elect either the remedy set forth in clause (a) above or the remedy set forth in clause (c) above, by providing written notice to SELLER. If SELLER does not make the election in writing within the thirty (30) day period, SELLER agrees that BUYER may elect either the remedy set forth in clause (a) above or the remedy set forth in clause (c) above, by providing written notice to SELLER within thirty (30) days after the expiration of SELLER'S option period. EnergyNet.com, LLC shall be entitled to retain any commission paid by SELLER, and BUYER'S sole remedy shall be against SELLER.

11. Gas Imbalances

All Properties shall be sold without warranty on an "AS IS, WHERE IS" basis. No adjustment in the purchase price shall be made as a result of an inaccuracy in the estimated gas imbalance amount disclosed by SELLER to EnergyNet.com, LLC for review by potential BUYERS. SELLER shall provide information it believes accurate as to the status of gas imbalances for the offered Properties but makes no representations or warranties as to the accuracy of such information.

SELLER acknowledges and agrees that Properties offered for sale may be subject to gas imbalances pursuant to Gas Balancing Agreements between working interest parties or in the absence of agreements between the working interest parties in the unit. As to interests subject to Gas Imbalance Agreements, SELLER agrees to fully disclose the Gas Balancing Agreement in the Property Information, and SELLER will present therein the last production figures available as to gas imbalances on the subject properties. It is the BUYER'S responsibility to monitor the gas imbalance from the effective date of the last Gas Balance Statement to the effective date of assignment. However, SELLER agrees to provide up to date figures on gas imbalances as they occur either prior to or during the Sale Process or subsequent negotiations. All gas imbalances are the responsibility of the BUYER upon the effective date of the assignment.

SELLER acknowledges and agrees that the consideration paid by the BUYER includes the acceptance by the BUYER of the either over or under production on the Properties. BUYER is responsible for removing or clearing any balancing obligation.

12. Indemnifications

- A. As to any breach between BUYER and SELLER as to the purchase of the Property, SELLER agrees that EnergyNet.com, LLC, its related entities and their officers, directors, employees, shareholders, agents, representatives, contractors, successors and assigns are not liable to the SELLER for any breach resulting from BUYER'S failure to close the sale of the Properties or any other breach of duty owed to the SELLER from the BUYER by nature of BUYER'S agreement with EnergyNet.com, LLC or any other agreements between the parties. SELLER'S sole remedy is against the BUYER.
- B. If prior to the date the escrowed funds are disbursed, a dispute arises between SELLER and BUYER as to the proper disbursement of such funds to be made by EnergyNet.com, LLC, EnergyNet.com, LLC is hereby authorized to receive from Escrow Bank any commission or other fees payable to EnergyNet.com, LLC as provided for herein, and EnergyNet.com, LLC shall direct Escrow Bank to retain the remaining funds until EnergyNet.com, LLC receives written instructions executed by SELLER and BUYER as to the disposition and disbursement of such funds or until ordered by final court order, decree or judgment, that has not been appealed, to deliver such funds to a particular party, in which event such funds shall be delivered in accordance with such instruction, order, decree or judgment.

13. Commission and Fees Agreement

SELLER hereby agrees to pay to EnergyNet.com, LLC the fees and/or commission as set out in Exhibit "C" attached hereto based on the gross sales price for each Property or lot sold; or by mutually agreed upon other means of sale between SELLER and EnergyNet.com, LLC in writing, including but not limited to a sale negotiated by the parties subsequent to the Sale Process. For the purpose of determining Commission, gross sales price shall mean the total of all cash, plus the fair market value of all other non-cash forms of payment received by SELLER in connection with a sale.

14. Effective Date and Closing

The date of sale for Properties sold in an Auction Sale Process is when BUYER is declared to be the successful bidder on SELLER'S Property as declared by EnergyNet.com, LLC. The date of sale for Properties sold in a Sealed Bid Sale Process is the date on which SELLER provides notice that SELLER has accepted BUYER'S bid. The date of sale for Properties sold as the result of negotiations following the Sale Process is the date SELLER and BUYER agree upon a sales price. The date of sale is different than the effective date of sale. SELLER acknowledges and agrees that the effective date of sale is the date reflected in SELLER'S assignment, which date will be the first (1st) day of the month prior to or after the date of the sale.

Closing shall occur within fifteen days after the effective date of an order by the Court approving such sale.

SELLER further agrees to provide to BUYER within ten (10) days after notification to SELLER of receipt of funds by EnergyNet.com, LLC all original files, records, information and data, whether written or electronically stored, relating to the Properties, including without limitation, all leases, contracts, well data, gas contracts and accounting files maintained by the SELLER covering the Properties. SELLER is not required to deliver to BUYER any proprietary or confidential information including, but not limited to, geological, geophysical, seismic or other information, that in SELLER'S reasonable determination is prohibited by contract from disclosing.

BUYER has the responsibility to notify any operators and or disbursers of revenue of any change in ownership. Following the effective date of a sale, SELLER agrees (1) to cooperate with BUYER as necessary to replace SELLER with BUYER as the appropriate recipient of revenue from operators and disbursers of revenue; and, (2) to execute documents as may be required by operators or disbursers of revenue to confirm any change in ownership.

SELLER acknowledges and agrees that since BUYERS are not at the physical location of the sale, the total amount of funds to purchase the Property are to be received by designated Escrow Bank (currently the Wells Fargo Bank of Amarillo, Texas; provided however, that EnergyNet.com, LLC may, from time to time, at its sole discretion, change the Escrow Bank to another bank of its choice in Texas) by one of the following methods:

- A. Wire transfer from BUYER'S bank or financing institution made payable to EnergyNet Services, LLC (the Wells Fargo Bank of Amarillo, Texas as escrow agent);
- B. Next day delivery overnight mail from BUYER to EnergyNet Services, LLC Funds must be either certified or check pre-approved by EnergyNet Services, LLC, or, made payable to EnergyNet Services, LLC (the Wells Fargo Bank of Amarillo, Texas, as escrow agent); or
- C. Hand or carrier delivered to EnergyNet Services, LLC at its offices at 7201 W. Interstate 40, Ste 319, Amarillo, TX, 79106, with funds made payable to EnergyNet Services, LLC, (the Wells Fargo Bank of Amarillo, Texas, as escrow agent).
- D. In addition to the purchase price, BUYER will, by payment of any of the methods listed above in Paragraph A, B or C and within the time provided for below, pay the applicable recording fees, sales tax, if any, and handling/administrative fees due EnergyNet Services, LLC associated with BUYER'S purchase.

Escrow Bank is to be considered as a depository only for funds escrowed pursuant to this Agreement, and it shall hold and disburse such funds solely on the basis of written instructions it receives from EnergyNet Services, LLC. Escrow Bank shall be entitled to rely at all times on the written instructions given to it by EnergyNet Services, LLC without any necessity of verifying the authority therefore. Neither SELLER nor BUYER shall have any authority to give instructions to or otherwise direct the actions of Escrow Bank with respect to the escrowed funds. ESCROW BANK SHALL NOT AT ANY TIME BE HELD LIABLE FOR ACTING IN ACCORDANCE WITH THE WRITTEN INSTRUCTIONS IT RECEIVES FROM ENERGYNET SERVICES, LLC, OR ENERGYNET.COM, LLC.

SELLER acknowledges and agrees that BUYER shall have two (2) full banking days to complete the transfer of funds, unless the parties both agree otherwise in writing.

Unless otherwise provided in the assignment to be delivered to BUYER,

- (a) SELLER is entitled to receive all production (including oil in the tanks), revenues and joint interest billings accruing prior to the effective date of the assignment to BUYER;
- (b) SELLER is obligated to pay all expenses related to operation and control of the Properties incurred prior to the effective date of said assignment;
- (c) SELLER and BUYER shall be solely responsible for all post sale settlements and adjustments, including but not limited to the proration of production, revenues and expenses; and

Upon disbursement of escrowed funds in the Escrow Bank, SELLER acknowledges and agrees that EnergyNet.com, LLC shall immediately receive its commission from Escrow Bank net of Listing Fee for Minimum Reserve Price Property Listings, if any, as set out in the EnergyNet.com, LLC's Fees and

Commission Schedule as set out in Exhibit "C", attached hereto. All other funds will be held in escrow until SELLER provides all executed documents of conveyance.

SELLER acknowledges and agrees that settlement can be withheld if SELLER fails to provide requisite assignments or conveyancing documents or if SELLER has failed to obtain waiver of preferential rights, consents to assignments, releases or subordination of encumbrances or any other duty of SELLER to assist or assign the Properties to BUYER.

The assignment is to be recorded in the applicable jurisdiction by EnergyNet.com, LLC. EnergyNet.com, LLC upon receipt of executed, conveyancing documents and mailing of same for recording will direct Escrow Bank to release all funds to EnergyNet.com, LLC for disbursement to SELLER minus commissions, sales tax, and other applicable fees, if any, associated with the sale of SELLER'S Properties incurred by EnergyNet.com, LLC, within ten (10) banking days of receipt of such funds from BUYER, provided funds have cleared the Escrow Bank or until funds are available for distribution under the terms of this Agreement. In no event shall any conveyancing document be sent for recording prior to confirmation that 100% of the applicable purchase price and all other sums due from BUYER are received by EnergyNet.com, LLC and placed in Escrow. BUYER agrees to pay sales tax, if any, recording fees and EnergyNet.com, LLC's administrative handling fee.

15. Buyer's Agreement

SELLER acknowledges and agrees that its sale of Properties is subject to terms and conditions of the Buyer's Agreement to Purchase Properties (the "Buyer's Agreement") which is attached as Exhibit "E", and hereby states that SELLER has read and understands the same.

16. Buyer's Default

SELLER acknowledges and agrees that if a BUYER defaults for any reason, including failure to tender the total purchase funds to the Escrow Bank within the required time, SELLER, and EnergyNet.com, LLC will have, in addition to all remedies at law, the option to do the following:

- A. Sell the Property to another bidder:
- B. Remove the Property from the Website and at SELLER'S election, offer the Property for resale at a future date.

SELLER acknowledges and agrees that if the BUYER has tendered full or partial funds to the Escrow Bank and then subsequently defaults as to other terms and conditions as set forth in the Buyer's Agreement, EnergyNet.com, LLC will receive its commission as set out in Exhibit "C" from the tendered funds deposited in the Escrow Bank. EnergyNet.com, LLC will be relieved of any further obligations under such sale and SELLER'S sole remedy for performance or damages is against the BUYER.

17. Commission Damages [will be subject to energynet commission proposal]As used in this Agreement, "Commission Damages" means the commissions or fees EnergyNet.com, LLC would have received if a sale had been consummated, calculated pursuant to the Fees and Commission Schedule attached as Exhibit "C" or as agreed in the Property Listing Agreement based upon the greater of: 1) the gross sales price of the Properties if SELLER sold the Properties to any party not participating in the sale pursuant to a Buyer's Agreement ("Outside Party"), or 2) the SELLER'S estimated property value as identified in the Property Listing Agreement. In the event that SELLER defaults for any reason under this Agreement, including but not limited to, the sale of any or all of the SELLER'S Property that is subject to this Agreement, or Property Listing Agreement, to any Outside Party, EnergyNet.com, LLC shall be entitled, at its sole option, to recover Commission Damages from the SELLER or to receive from the Escrow Bank its Commission Damages. In the event of default by SELLER, EnergyNet.com, LLC will also be entitled to any additional damages, costs and fees as allowed under other provisions of this Agreement, at law or in equity.

18. Preferential Rights

SELLER acknowledges and agrees that certain Properties may be subject to preferential rights of purchase, consents or permission to assign by nature of Joint Operating Agreements and other agreements between third parties and SELLER (collectively "Preferential Rights"). SELLER acknowledges and agrees that SELLER will have sixty (60) days from the date of sale to resolve Preferential Rights. If SELLER does not obtain waivers of Preferential Rights within sixty (60) days of the date of sale, BUYER will have the option to cancel the sale. If BUYER cancels the sale under this provision, SELLER agrees to pay to EnergyNet.com, LLC the commission as set forth on Exhibit "C".

SELLER agrees that upon closing of the Properties subject to preferential rights, it will within five (5) business days of the date of sale distribute the appropriate notification to the owners of all preferential rights pursuant to the terms of the preferential rights agreement. SELLER agrees to provide EnergyNet.com, LLC copies via fax or email of the Consent to Assign or Preferential Right letters as they are sent out. SELLER further agrees to advise EnergyNet.com, LLC of the status of such letters so that BUYER can be informed on a timely basis. SELLER will either obtain waivers of the preferential rights, obtain constructive waiver by failure of the third party to exercise the same within the allotted time period or will notify BUYER and EnergyNet.com, LLC of the third party's desire to purchase said Property on the same terms and conditions, which includes the payment of the commission and expenses due to EnergyNet.com, LLC. All proceeds paid by BUYER will be refunded to the BUYER upon SELLER receiving proceeds from the party exercising the preferential right to purchase.

SELLER further agrees and consents that if a Property is sold for less than \$300,000 and such Property is subject to Preferential Rights of purchase, BUYER will be required to tender 100% of the purchase price of such Property to the Escrow Bank until such time as the Preferential Right are exercised or waived by the holders of the same. SELLER further agrees and consents that if a Property is sold for \$300,000 or more and such Property is subject to Preferential Rights of purchase, BUYER will be required to tender 25% of the purchase price of such Property to the Escrow Bank until such time as the Preferential Rights are exercised or waived by the holders of same. If the Preferential Rights are exercised by a third party or parties, SELLER agrees to pay to EnergyNet.com, LLC the commission as set forth on Exhibit "C" upon tender of funds from third party or parties to SELLER. If such third parties do not exercise the Preferential Rights of purchase, SELLER shall notify EnergyNet.com, LLC and BUYER of the waiver. If the third party or parties do not exercise the Preferential Rights of purchase and BUYER previously tendered less than 100% of the purchase price of such Property to the Escrow Bank, the BUYER will tender the remaining purchase price balance to the Escrow Bank within two (2) full banking days of such notification by SELLER. SELLER agrees to pay to EnergyNet.com, LLC the commission as set forth on Exhibit "C" upon tender of funds from the BUYER to SELLER.

19. Sale Term

The Sale Term shall begin on the day SELLER submits a Property Listing Agreement and shall end sixty days following the Closing Date identified in the Property Listing Agreement or ninety days after the Sale Term begins, whichever is later. The Sale Term and the exclusivity referenced in the paragraph titled "Exclusive Right to Sell" will only apply to Properties identified on a Property Listing Agreement submitted by SELLER.

20. Sale of Properties Prior to Sale by EnergyNet

If within the Sale Term SELLER enters into a contract to sell such Property or Properties or sells, exchanges or otherwise transfers a legal or equitable interest in such Property or Properties to any person, SELLER agrees to pay EnergyNet.com, LLC Commission Damages as defined herein. The term "person" is broadly construed to include any individual or entity in any capacity.

21. No Reserve or Minimum Reserve

SELLER acknowledges and agrees that any Property or Properties posted for sale on the Website in an Auction Sale Process shall be offered for sale, at SELLER'S option, on a basis of "no reserve" or on a basis of "minimum reserve."

For the purpose of this Agreement, a "no reserve" basis sale is defined as SELLER'S acceptance of the sale of the Properties with no minimum monetary amount.

For the purpose of this Agreement, a "minimum reserve" basis sale is defined as SELLER'S request for Properties to be sold for not less than a specified minimum monetary amount as identified on a Property Listing Agreement.

SELLER agrees that Properties sold on a "no reserve" basis are to be entered into the Sale Process until sold to the highest bidder as declared by EnergyNet.com, LLC. "Minimum Reserve" Properties are sold to the highest bidder within the time period set for the Sale Process when the highest bid or offer entered equals or exceeds the minimum monetary amount for the Property, or when the high bid or offer is accepted by SELLER. "Minimum Reserve" properties failing to be sold within the time period set for the Sale Process may be sold during the Sale Term during subsequent negotiations if a Buyer makes a bid or offer meeting or exceeding the minimum reserve price for the Properties. EnergyNet.com, LLC has the sole discretion to declare the highest bidder, arbitrate disputed bids and declare any changes in the Properties or lots being sold. All sales are final when EnergyNet.com, LLC declares the BUYER to be the highest bidder on the Property.

SELLER agrees that in the event the "minimum reserve amount" is not met during the Sale Term, SELLER may list the Property in a subsequent minimum reserve Sale Process. In the event the Property is listed in a subsequent minimum reserve Sale Process, SELLER will not be required to pay an additional Listing Fee for Minimum Reserve Price Property Listings as set out in Exhibit "C" to EnergyNet.com, LLC.

22. Purchase Representatives of Buyer

SELLER acknowledges and agrees that BUYER may by executed Power of Attorney designate certain individuals to bid, make offers or negotiate and purchase Properties posted for sale on the Website.

Compensation, if any, is to be paid solely by BUYER to the representative.

23. Non-Competition of Seller

SELLER hereby acknowledges and agrees that neither SELLER nor its employees, directors, officers, shareholders, affiliates, representatives, assigns and agents will participate in the bidding or in any subsequent negotiations by making bids or offers on its Properties offered for sale.

24. Disqualification Event

- (a) SELLER represents that neither the SELLER nor its predecessors, affiliated entities, directors, executives or other officers of the SELLER, any beneficial owner of 20% or more of the SELLER's outstanding voting equity securities, calculated on the basis of voting power at the time of sale (each, a "Seller Covered Person" and together "Seller Covered Persons"), is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i)-(viii) under the Securities Act of 1933 (a "Disqualification Event"), except for a Disqualification Event covered by Rule 506 (d)(2) or (d) (3). The Disqualification Events are summarized on Exhibit "D". SELLER has exercised reasonable care to determine whether any Seller Covered Person is subject to a Disqualification Event. SELLER has complied, to the extent applicable, with its disclosure obligations under Rule 506(e) and has furnished to EnergyNet.com, LLC a copy of any disclosure provided thereunder.
- (b) SELLER is not aware of any person (other than EnergyNet.com, LLC) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of Properties.
- (c) SELLER will notify EnergyNet.com, LLC in writing prior to the Closing Date of (i) any Disqualification Event relating to any Seller Covered Person and (ii) any event that would, with the passage of time, become a Disqualification Event relating to a Seller Covered Person.

25. Miscellaneous

25.1 Governing Law and Litigation Costs. SELLER acknowledges and agrees that this Agreement and all Property Listing Agreements shall be governed by and interpreted in accordance with the laws of the State of Texas and the exclusive venue for any action arising under this Agreement shall be the Federal District Court for the Northern District of Texas, Fort Worth Division and the Texas District Courts for Potter County, Texas. The assignment and matters pertaining to the Properties will be governed by and interpreted in accordance with the laws of the states in which the Properties are located. Auctions are conducted by a registered auctioneer licensed in the State of Texas as selected by EnergyNet.com LLC. In the event that any party to this Agreement resorts to legal proceedings to enforce this Agreement, the prevailing party in such proceedings shall be entitled to recover all costs incurred by such party, including reasonable attorney fees.

25.2 Entirety and Amendments. SELLER acknowledges and agrees that this Agreement, Property Listing Agreements submitted by SELLER and accepted in writing by EnergyNet.com, LLC, and all attached Exhibits and the instruments delivered or required to be delivered pursuant hereto supersede all prior negotiations, understandings and agreements between the parties relating to the subject matter hereof and constitute the entire understanding and agreement between the parties with respect thereto; and no alterations, modifications, amendments or changes in the Agreement shall be effective or binding unless the same shall be in writing and shall have been executed by SELLER and EnergyNet.com, LLC. At any time prior to EnergyNet.com, LLC's acceptance in writing of a Property Listing Agreement, EnergyNet.com, LLC can require SELLER to execute an amended Seller's Agreement that would be applicable to any submission of Property Listing Agreements not yet accepted in writing by EnergyNet.com, LLC.

25.3 Waiver. Each party acknowledges and agrees that no waiver by either party of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other portions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

25.4 Captions. SELLER acknowledges and agrees that the titles and headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

25.5 Notices. SELLER acknowledges and agrees that any notice provided or permitted to be given under this Agreement shall be in writing, and may be served by personal delivery including, without limitation by telecopier or facsimile or by depositing same in the United States mail, addressed to the party to be notified, postage prepaid, and registered or certified with a return receipt requested. Notices deposited in the mail in the manner herein above described shall be deemed to have been given and received upon the date of delivery as shown on the return receipt. Notice served in any other manner shall be deemed to have been given and received only if and when actually received by the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to: SELLER: (Insert Mailing Address)

Deborah D. Williamson in her capacity as Court Appointed Receiver for the Estate of Heartland Group Ventures, LLC et al., Civil No. 4:21-CV-01310-O-BP in the United States District Court for the Northern District of Texas-Ft. Worth Division. 112 East Pecan St., Ste 1800, San Antonio, Texas 78205

SSN or TIN: (Must be completed)

If to: EnergyNet.com, LLC
7201 W. Interstate 40, Ste 319
Amarillo, TX 79106
Attn: Registered Principal

The address of any party for notice purposes may be changed by such party by giving two days written notice of such change to all other parties to the Agreement.

25.6 Severability. SELLER acknowledges and agrees that if any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any applicable rule or law, such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability and 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 contemplated hereby is not affected in a materially adverse manner with respect to either party.

25.7 Execution. This Agreement and Property Listing Agreements may be executed in multiple original counterparts, each of which shall be deemed an original for all purposes. No single counterpart of this Agreement need be executed by each party so long as each party shall have executed at least one counterpart. Facsimile and electronically transmitted signatures shall be valid.

In witness whereof, the parties have executed this Agreement as of the day and year first set forth above.

SELLER

ENERGYNET.COM, LLC

By: _____

By: _____

Deborah D. Williamson in her
Capacity as Court Appointed Receiver for the Estate of Heartland
Group Ventures, LLC et al., Civil No. 4:21-CV-01310-O-BP in the
United States District Court for the Northern District of Texas-
Ft. Worth Division, 112 East Pecan St., Ste 1800,
San Antonio, Texas 78205

Printed or Typed Name and Title of Registered Principal
By: _____

Printed or Typed Name and Title of Registered Representative

Exhibit "A"

Property Listing Agreement (Example)

This Property Listing Agreement is for the purpose of authorizing EnergyNet.com, LLC to prepare the below named Properties for sale and to grant EnergyNet.com, LLC the exclusive rights to sell the Properties pursuant to and subject to the SELLER'S AGREEMENT FOR THE SALE OF OIL AND GAS PROPERTIES dated ____ day of _____, 20__ by and between __, SELLER and EnergyNet.com, LLC. Except as specifically stated herein, all other terms and conditions of the Seller's Agreement govern the rights and obligations of SELLER and EnergyNet.com, LLC.

Prior to EnergyNet.com, LLC initiating the Sale Process for Properties, SELLER must confirm: (1) the accuracy and completeness of the information and data provided to EnergyNet.com, LLC for publication to BUYERS; (2) whether the Properties are offered with a reserve amount, and if so, the reserve amount; (3) the dates the Properties will be offered for sale. EnergyNet.com, LLC will provide notice and an opportunity to provide these confirmations. The confirmations must be in writing. SELLER may provide these confirmation via: email or facsimile to EnergyNet.com, LLC or by clicking the "APPROVE" button on the request for confirmation provided by EnergyNet.com, LLC to SELLER.

Lot Information

EnergyNet Lot Number: _____ Intentionally Left Blank
Lot Reserve Price: \$ _____ Intentionally Left Blank or No Reserve Price or Sealed Bid Sale Process
Closing Date: _____ Intentionally Left Blank

List of Properties

Well or Property Name: _____ Intentionally Left Blank State and County: _____ Intentionally Left Blank
Well or Property Name: _____ Intentionally Left Blank State and County: _____ Intentionally Left Blank
Well or Property Name: _____ Intentionally Left Blank State and County: _____ Intentionally Left Blank
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Well or Property Name: _____ Intentionally Left Blank State and County: _____ Intentionally Left Blank
Well or Property Name: _____ Intentionally Left Blank State and County: _____ Intentionally Left Blank

SELLER

ENERGYNET.COM, LLC

By: _____ Intentionally Left Blank
_____ Intentionally Left Blank

By: _____ Intentionally Left Blank
_____ Intentionally Left Blank

Printed or Typed Name and Title

Printed or Typed Name and Title

Exhibit “B”

Property Information

LIST OF REQUIRED INFORMATION TO BE PROVIDED BY SELLER TO ENERGYNET.COM, LLC

DO NOT FILL IN THIS PAGE. This data should be loaded into new lots created using the tools available on the EnergyNet.com website.

- Property/Well Name
- State
- County/Parish
- Section-Township.-Range or Section-Block-Survey
- Field Name
- Producing Formation
- Completion Interval (Feet to Feet)
- Completion Date
- Facility Type (Well/Compressor/Station etc.)
- Operated (Y/N)
- Operator’s Name
- Operator’s Address
- Operator’s Telephone
- Operator’s Email
- Well Type (Oil/Gas/Salt Water Disposal)
- API Number
- State Well ID Number
- Producing or Shut-In
- Plugged Back TD (Feet)
- BPO WI - Decimal
- BPO NRI - Decimal
- BPO ORRI - Decimal
- BPO RI - Decimal
- APO WI - Decimal
- APO NRI - Decimal
- APO ORRI - Decimal
- APO RI - Decimal
- Cumulative Production 8/8ths Oil (BBLS)
- Cumulative Production 8/8ths Gas (MCF)
- Average Price Received Last Month - Oil (\$/BBL)
- Average Price Received Last Month - Gas (\$/MCF)
- Average Daily Production Last 6 Months - Oil
- Average Daily Production Last 6 Months - Gas
- Average Daily Barrels Water Per Day Last 6 Months
- Payout Balance
- Payout Balance Date
- Previous 12 Months LOE (MONTHLY AVERAGE) 8/8ths
- Last Month LOE 8/8ths
- Oil Marketer and Address
- Gas Marketer and Address
- Gas Imbalance? (Y/N) If Yes state amount and date (over/under) as to interest for sale
- Depth or Wellbore Restrictions? (Y/N) If Yes state restrictions
- Environmental Problems/Issues/Wetlands/etc.? (Y/N) If Yes explain
- Preferential Rights (Y/N) If Yes give number of days & number of Preferential Right Holders
- Consent to Assign (Y/N) If Yes state holders name and address
- State Federal or Indian Jurisdiction (Y/N) If Yes state jurisdiction
- Other Outstanding Obligations including mortgages liens (Y/N) If Yes describe
- Are operations being relinquished (Y/N)
- Describe any well proposals or notices of recompletions in this unit
- Company Name
- Seller’s First/Last Name
- Seller’s Address
- Seller’s Telephone Number
- Seller’s Fax Number
- Seller’s Email Address
- Seller’s Website Address

Exhibit "C"

EnergyNet.Com, LLC Fees and Commissions

Seller shall pay EnergyNet a minimum non-refundable fee of \$10,000 prior to listing the package of properties included in the Exhibit A. Further subject to the following commission schedule, Seller shall pay EnergyNet's commission in the event the commission due exceeds the \$10,000 non-refundable fee based on the gross sales price.

PROPERTIES \$1,000,000 OR LESS

Commission Schedule for properties individually selling for less than \$1,000,000.

GROSS SALES PRICE	COMMISSION
Between \$1 and \$100,000	10.0%
\$200,000	9.50%
\$300,000	8.75%
\$400,000	8.25%
\$500,000	7.75%
\$600,000	7.25%
\$700,000	6.75%
\$800,000	6.25%
\$900,000	5.75%
\$1,000,000	5.25%
Greater than \$1,000,000	4.75%

COMMISSIONS ARE CALCULATED AND PAID BY SELLER ON THE AGGREGATE SALES PROCEEDS FROM ALL OF THE PROPERTIES LISTED ON ANY PROPERTY LISTING AGREEMENT REFERENCING THIS SELLER'S AGREEMENT WHICH ARE SOLD DURING THE TERM OF THIS AGREEMENT FOR LESS THAN \$1,000,000 EACH. THE COMMISSION RATE ON GROSS SALES PRICES FALLING BETWEEN ABOVE FIGURES WILL BE INTERPOLATED. FOR EXAMPLE ON SALES OF \$350,000 THE COMMISSION RATE IS 8.50%.

PROPERTIES GREATER THAN \$1,000,000

Commission Schedule for properties individually selling for greater than or equal to \$1,000,000.

GROSS SALES PRICE	COMMISSION
First \$ Million	4.25%
Second \$ Million	3.75%
Third \$ Million	3.25%
Fourth \$ Million	2.75%
Greater than \$ 4 Million	2.25%

COMMISSIONS ARE CALCULATED AND PAID BY SELLER ON THE AGGREGATE SALES PROCEEDS FROM ALL OF THE PROPERTIES LISTED ON ANY PROPERTY LISTING AGREEMENT REFERENCING THIS SELLER'S AGREEMENT WHICH ARE SOLD DURING THE TERM OF THIS AGREEMENT FOR GREATER THAN OR EQUAL TO \$1,000,000 EACH. FOR EXAMPLE ON A PROPERTY SELLING FOR \$2,500,000, THE COMMISSION IS CALCULATED AS: \$1,000,000 x 4.25% + \$1,000,000 x 3.75% + \$500,000 x 3.25% = \$42,500 + \$37,500 + \$16,250 = \$96,250.

THERE IS NO SALES TAX ON COMMISSIONS.

Listing Fee for Minimum Reserve Price Property Listings

- LISTING FEES ARE CHARGED IF ENERGYNET PRICING GUIDELINES ARE EXCEEDED AND ENERGYNET AND SELLER DO NOT AGREE ON THE RESERVE PRICE SET BY SELLER.
- PROPERTIES CONTAINING ONLY NON-PRODUCING LEASEHOLD WILL BE CHARGED A LISTING FEE. PLEASE CONSULT WITH YOUR BUSINESS DEVELOPMENT REPRESENTATIVE.
- COST BEARING PROPERTIES (WORKING INTERESTS) THAT ARE NEGATIVE CASH FLOW AND THAT CONTAIN A SIGNIFICANT NUMBER OF NON-PRODUCING WELLS AND/OR WELL BORES WILL BE CHARGED A LISTING FEE. PLEASE CONSULT WITH YOUR BUSINESS DEVELOPMENT REPRESENTATIVE.
- LISTING FEES ARE COLLECTED PRIOR TO ACTIVATION OF THE PROPERTY.
- LISTING FEES ARE DEDUCTED FROM COMMISSIONS (ONLY A LISTING FEE OR COMMISSION IS PAID - NOT BOTH).
- THE MINIMUM LISTING FEE IS \$300.
- WHEN THE PROPERTY OR LOT SELLS, ANY LISTING FEE WILL BE DEDUCTED FROM THE FINAL COMMISSION.

SELLER
By: _____

Printed or Typed Name and Title

ENERGYNET.COM, LLC
By: _____

Printed or Typed Name and Title

Exhibit "D"

Disqualification Events Under Rule 506(d)(1)

Set forth is a summary of the disqualifying events under Rule 506(1). For a full recitation of such events, you should review Rule 506(d)(1), which can be found on the SEC's website: www.sec.gov.

- (1) Criminal convictions within ten years in connection with the purchase or sale of any security, making of a false filing with SEC, or arising out of the conduct of business as an underwriter, broker-dealer, investment adviser, or paid solicitor;
- (2) Court injunctions and restraining orders entered within five years in connection with the activities listed above;
- (3) Final orders by state and federal regulators (including the CFTC) that (i) bar the person from association with any entity regulated by such regulator, or from engaging in the business of securities, insurance or banking, or savings association or credit union activities, or (ii) are based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct, issued within ten years;
- (4) SEC disciplinary orders relating to the registration, activities, functions, operations, or associations of broker-dealers and investment advisers;
- (5) SEC cease-and-desist orders entered into within five years in connection with any scienter-based anti-fraud provision of the federal securities laws or Section 5 of the Securities Act of 1933;
- (6) Suspension, expulsion, or a bar from association with a self-regulatory organization for the duration of the suspension, expulsion, or bar;
- (7) SEC stop orders suspending the Regulation A exemption issued within five years or in the process of being determined whether to be issued; and
- (8) U.S. Postal Service false representation orders including temporary or preliminary orders entered within five years.

Exhibit "E"

Buyer's Agreement to Purchase Properties

THIS AGREEMENT dated the ____ day of _____, 20____, between EnergyNet.com, LLC, 7201 W. Interstate 40, Ste 319, Amarillo, TX 79106 and _____ Intentionally Left Blank _____, hereinafter designated as ("BUYER"), _____ Intentionally Left Blank _____ (address),

IN CONSIDERATION of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, BUYER and EnergyNet.com, LLC agree as follows:

BUYER AGREES THAT THE WEBSITE IS MAINTAINED SOLELY FOR THE PERSONAL USE OF VISITORS. WE CANNOT GUARANTEE THE COMPLETENESS, TIMELINESS, OR ACCURACY OF THE INFORMATION CONTAINED HEREIN. NOTHING IN THIS WEBSITE OR ANY OTHER COMMUNICATION BY ENERGYNET.COM, LLC CONSTITUTES INVESTMENT ADVICE. ANY DECISIONS BASED UPON THE INFORMATION CONTAINED IN THIS WEBSITE ARE THE SOLE RISK AND RESPONSIBILITY OF THE USER.

Purchase of Properties in Auction or Sealed Bid

In the Auction, Sealed Bid or other designated sale method (hereinafter "Sale Process"), SELLER may offer Properties for sale with or without a minimum reserve sales price. A specific date and time can be designated for the beginning and ending dates and times that potential BUYERS may make bids or offers on the Property in the Sale Process.

In an Auction Sale Process, the Properties are offered for sale through EnergyNet.com, LLC's auction platform conducted on the Website. BUYERS will bid on the Properties until the ending date and time of the auction. The BUYER with the highest bid or offer at the ending time and date whose bid or offer meets the minimum reserve sales price (if any) or the BUYER whose bid or offer is accepted by SELLER, will be obligated to purchase the Property for that price.

In a Sealed Bid Sale Process, the SELLER will receive sealed bids offered by the BUYER. The SELLER has the right to accept or reject any offer at any time. If SELLER offers the Properties in a Sealed Bid Sale Process and SELLER chooses to accept an offer, the SELLER must accept the offer in writing. This Agreement will govern the transaction(s) between SELLER and BUYER unless and until the SELLER and BUYER execute a separate purchase and sale agreement. If SELLER and BUYER execute a separate purchase and sale agreement, the terms of the purchase and sale agreement will control over any similar or related terms in this Agreement for the Properties that are the subject of the purchase and sale agreement. If the SELLER and BUYER enter into a purchase and sale agreement, the terms of this Agreement will apply to: (1) the Properties not conveyed in the purchase and sale agreement, if any; and (2) Properties conveyed by the purchase and sale agreement but only to the extent the purchase and sale agreement is silent as to terms in this Agreement. Notwithstanding anything to the contrary in this Agreement, the terms of this Agreement will control over the terms of any purchase and sale agreement entered into between SELLER and BUYER with regard to the duties and obligations between EnergyNet.com LLC and either SELLER or BUYER. No purchase and sale agreement between SELLER and BUYER will alter Fees and Commission Schedule payable to EnergyNet.com LLC as set out in Exhibit "C".

For any Sale Process, SELLER shall prepare an assignment that conveys the Properties. BUYER hereby acknowledges and agrees that the assignment prepared by SELLER is the controlling document with regard to the interest that is conveyed by the SELLER. In the event of a conflict between the assignment and this Agreement, the assignment will control. As between SELLER and BUYER the terms and conditions of the assignment provided by the SELLER and displayed on the Website shall supersede and control over any conflicting terms and conditions in this Agreement or in the Seller's Agreement.

Agreement to Purchase

BUYER hereby agrees to participate as a bidder in the Sale Process for the sale of Oil and Gas Properties and any negotiations following the Sale Process pursuant to the terms of this Agreement. EnergyNet.com, LLC agrees to allow BUYER to participate in the sale based on the terms and conditions in this Agreement and any additional terms as posted on the Lot, Property Narrative, Property Information, or Additional Information on the Website. EnergyNet.com, LLC reserves the right in its sole discretion to exclude BUYER from accessing the Website or bidding on Properties

Buyer's Representations, Agreements, Warranties and Assurances

1. Sophisticated, Accredited and Qualified Investor

Properties (hereinafter "the Property" or "Properties" whether used in the singular or plural tense) offered for sale are not intended or considered by EnergyNet.com, LLC to be securities under the Securities Act of 1933 (the "Securities Act"), the Securities Exchange Act of 1934 and all state securities laws (collectively, the "Securities Laws"). Nevertheless, because the sale of the Properties pursuant to the Sale Process may be deemed to be the sale of securities under Securities Laws, the BUYER hereby acknowledges and agrees that such sale shall not be registered under Securities Laws, and that applicable exemptions from registration under the Securities Laws are based, among other things, on the BUYER being a sophisticated, accredited and qualified investor. Conveyances will be made only to BUYERS who are registered with EnergyNet.com, LLC as sophisticated, qualified and accredited investors.

Therefore, BUYER by executing this Agreement to purchase Properties hereby acknowledges and represents:

- A. It is primarily engaged in the business of exploring for or producing oil or gas or other minerals as an ongoing business;
- B. By reason of this knowledge and experience, the BUYER or its representative will evaluate the merits and risks of the Properties to be purchased and will form an opinion based solely upon its knowledge and experience and not upon any statement, representation, or printed material provided or made by EnergyNet.com, LLC and representatives or SELLER;
- C. The BUYER, being of legal age, has sufficient financial resources in order to bear the risk of loss attendant to the purchase of the Property and "Sufficient Financial Resources" are defined as follows:

Not less than an annual income of \$200,000 for any natural person in each of the two most recent years or joint income with the person's spouse of not less than \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year, and such natural person satisfies such thresholds for such three years consistently either alone or jointly with a spouse;

- OR Any natural person whose individual net worth or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000, where net worth means the fair market value of such person's total assets less such person's total liabilities; provided, that: (i) such person

must exclude the value of his primary residence as an asset; and (ii) such person may generally exclude the amount of indebtedness secured by his primary residence as a liability except that he must deduct as liabilities (A) the amount by which such indebtedness exceeds the fair market value of his primary residence; and (B) the amount of such indebtedness incurred within the 60 days preceding the purchase date (other than as a result of the acquisition of his primary residence);

- OR Any business entity (i) in which all of the equity owners have "Sufficient Financial Resources", (ii) any entity (other than a trust) not formed for the specific purpose of acquiring the Property or Properties, with total assets in excess of \$5,000,000, and that amount must be shown on its most recently prepared financial statements, or (iii) a trust not formed for the specific purpose of acquiring the Property or Properties, whose purchase is directed by a sophisticated person and with total assets in excess of \$5,000,000 and that amount must be shown on its most recently prepared financial statements. For this purpose, a sophisticated person means that such person must have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of the acquisition of the Property or Properties;
- D. BUYER agrees and acknowledges that if a Purchaser Representative is used, such Purchaser Representative:
- (1) has no business relationships with the SELLER;
 - (2) represents only the BUYER and not the SELLER;
 - (3) is compensated only by the BUYER; and
 - (4) is a designated Attorney-in-Fact for BUYER, by documentation submitted to EnergyNet.com, LLC prior to sale; and
- E. BUYER acknowledges that the purchase of Properties is suitable for the BUYER.

BUYER hereby agrees and acknowledges that EnergyNet.com, LLC has the sole discretionary power to determine that BUYER is a sophisticated, qualified and accredited investor as defined above, and BUYER further acknowledges that this is a continuing right and power and that BUYER may be disqualified at any time by EnergyNet.com, LLC. BUYER hereby agrees and acknowledges that EnergyNet.com, LLC, at any time and in its sole and absolute discretion, may revoke Buyer's access to the Website and BUYER's ability to bid or make offers on Properties.

BUYER acknowledges and agrees that it is under a continuing duty to EnergyNet.com, LLC and SELLER to notify the same if BUYER subsequently fails to qualify as a sophisticated, qualified and accredited investor.

BUYER agrees to indemnify and hold SELLER and EnergyNet.com, LLC and its related entities harmless as to any and all violations of Securities Laws that result from any misrepresentation of the BUYER being a sophisticated, qualified, and accredited investor. If it is determined by an applicable regulatory agency or a judicial tribunal that (i) the sale of the Properties constitute the sale of a security under any Securities Laws and (ii) such BUYER was not a sophisticated, qualified, and accredited investor, SELLER can rescind such sale and return 75% of the proceeds to the BUYER net of the total commission paid to EnergyNet.com, LLC. The remaining 25% of the proceeds may be retained by SELLER as liquidated damages and not as a penalty. BUYER agrees to indemnify and hold SELLER and EnergyNet.com, LLC and its related entities harmless as to any and all attorneys' fees, costs and other damages incurred by the parties in any proceeding that determines that BUYER was not a sophisticated, qualified, accredited investor.

2. No View to Resale

BUYER acknowledges and understands that the Properties are not intended or considered by EnergyNet.com, LLC to be "securities" as that term is used in Securities Laws. Nevertheless, except and unless BUYER notifies EnergyNet.com, LLC in writing to the contrary, BUYER hereby agrees and acknowledges that it is not purchasing such Properties with a view to or for resale in connection with a public offering within the meaning of any Securities Laws. Moreover, if it is determined by an applicable regulatory agency or a judicial tribunal that (i) the sale of the Properties constituted the sale of a security under any Securities Laws and (ii) such BUYER was acquiring Properties with a view to or for resale in connection with a public offering, SELLER can rescind such sale and return 75% of the proceeds to the BUYER net of the total commission paid to EnergyNet.com, LLC. The remaining 25% of the proceeds may be retained by SELLER as liquidated damages and not as a penalty. BUYER agrees to indemnify and hold SELLER and EnergyNet.com, LLC and its related entities harmless as to any and all attorneys' fees, costs and other damages incurred by the parties in any proceeding that determines that BUYER was acquiring such Properties with a view to or for resale in connection with a public offering.

BUYER further agrees that it is the sole purchaser of any Property acquired by it.

3. Due Diligence and Independent Evaluation

BUYER hereby acknowledges and agrees that it has the sole responsibility to examine all information concerning ownership and production of the Properties placed for sale by the SELLER. Further, BUYER acknowledges and agrees that if it requires more information concerning said Properties, BUYER must contact EnergyNet.com, LLC or the SELLER to obtain requested information prior to the beginning date of the Sale Process. If BUYER makes a bid or offer on any Property after requesting additional information, BUYER waives any such request.

BUYER further agrees that it will make an independent evaluation of the Property and acknowledges that SELLER and EnergyNet.com, LLC have made no statements or representations concerning the present or future value of the future income, costs or profits, if any, to be derived from the Property.

BUYER further acknowledges that in making its bid or offer in the Sale Process or any subsequent negotiations, it has relied solely upon its independent examination of the premises and public records, and BUYER'S bids and offers are based solely on BUYER'S independent inspections, estimates, computations, evaluations, reports, studies and knowledge of the Properties. Any and all information provided by SELLER or EnergyNet.com, LLC in the Property Information, data packages as well as any other information provided by SELLER or EnergyNet.com, LLC as requested by BUYER are furnished to BUYER at BUYER'S sole risk. SELLER and EnergyNet.com, LLC do not warrant or represent the accuracy or completeness of the data presented to the BUYER, and BUYER agrees to indemnify and hold SELLER and EnergyNet.com, LLC and its related entities harmless from any reliance by BUYER on data or information provided by the SELLER and/or EnergyNet.com, LLC.

BUYER agrees and represents that if BUYER receives or has access to Personal Information from EnergyNet.com, LLC or SELLER, BUYER will keep such Personal Information confidential and will not use such Personal Information for any purpose other than conducting an evaluation of the Property. BUYER also agrees and represents that BUYER will not sell or provide any information obtained from EnergyNet.com, LLC or SELLER, including Personal Information, to any other person or entity. Personal Information includes social security numbers, driver's license numbers, credit card numbers, and information related to assets or financial accounts owned by individuals unless directly related to the Property.

4. Buyer's Assurance of Capacity

BUYER represents and warrants to SELLER that it is authorized to hold title to the Properties and is in good standing and duly qualified to conduct its business in the jurisdiction where the Properties are located.

If BUYER is a corporation, partnership or limited liability company, BUYER warrants and represents that the consummation of the transactions contemplated by this Agreement will not violate nor be in conflict with any provision of the applicable Articles of Incorporation, By-Laws, Partnership Agreements, and/or Company Agreements and that the transactions contemplated by this Agreement have been duly and validly authorized by BUYER.

If such Property conveys operating rights of the Property, BUYER represents and warrants that it is duly bonded and licensed to operate oil and gas wells within any jurisdiction where the Property is located.

After the conclusion of the purchase of the Property, the SELLER will not be obligated to assist the BUYER in any way in the management or operation of the Properties, and the BUYER will be dependent solely upon its own efforts to realize a profit from the Properties.

5. Contract Compliance

BUYER further states that it will comply with all applicable Joint Operating Agreements, Unitization Agreements, Communitization Agreements and any other agreements that pertain to ownership of the Properties. BUYER is fully responsible to obtain waivers of uniform maintenance under Joint Operating

Agreements, if needed, and agrees to indemnify and hold SELLER and EnergyNet.com, LLC and its related entities harmless, if the same are not obtained by BUYER, or waived by third parties.

It is further agreed by BUYER that it is BUYER's sole responsibility to notify any operators and or disbursers of revenue of any change in ownership. Following the effective date of a sale, SELLER agrees to cooperate with BUYER as necessary to replace SELLER with BUYER as the appropriate recipient of revenue from operators and disbursers of revenue and to execute documents as may be required by operators or disbursers of revenue to confirm any change in ownership.

6. Lesser Interest

If BUYER discovers that the Properties conveyed by SELLER is of lesser interest than what was represented in the Property Information and associated data, or any modifications or changes thereto, BUYER will contact the SELLER in writing within sixty (60) days from the date of the sale and object to the lesser interest. In BUYER'S objection, BUYER shall provide: (1) adequate proof of said lesser interest; and (2) provide BUYER'S opinion of the value of the lesser interest compared to the total price paid for the full or represented interest and the basis for BUYER'S opinion. BUYER agrees that SELLER, within thirty (30) days following receipt of BUYER's objection to the lesser interest, will, at SELLER'S option and by written notice to BUYER cure the lesser interest in one of the following three ways:

- (a) refund the value of the lesser interest; or
- (b) cure the defect that is attributable to the lesser interest, subject to BUYER'S reasonable satisfaction of the recovery and confirmation of the lost interest; or
- (c) rescind the sale and BUYER shall reassign the same back to SELLER, free of any and all encumbrances of BUYER, and SELLER will refund the amount paid by BUYER upon execution and delivery of the assignment from BUYER to SELLER.

If SELLER elects to cure the defect pursuant to clause (a) above, SELLER shall refund the value of the lesser interest within ten (10) days of SELLER'S election. If SELLER disagrees with BUYER'S opinion of the value of the lesser interest, SELLER shall provide to BUYER the basis for SELLER'S opinion as to the value of the lesser interest when SELLER refunds the value of the lesser interest. If SELLER does not refund to BUYER the BUYER'S opinion of the value of the lesser interest, BUYER may accept and receive SELLER'S refund of the value of the lesser interest without waiver of any right or cause of action against SELLER to make a claim that SELLER failed to refund the full value of the lesser interest. If SELLER elects to cure the defect pursuant to clause (b) above, the SELLER has sixty (60) days from the date SELLER makes the election to cure the defect. If SELLER does not cure the defect within this sixty (60) day time period, BUYER may elect either the remedy set forth in clause (a) above or the remedy set forth in clause (c) above, by providing written notice to SELLER. If SELLER does not make the election in writing within the thirty (30) day period, BUYER may elect either the remedy set forth in clause (a) above or the remedy set forth in clause (c) above, by providing written notice to SELLER within thirty (30) days after the expiration of SELLER'S option period.

EnergyNet.com, LLC shall be entitled to retain any commission paid or payable by SELLER. In any event, BUYER'S sole remedy is against SELLER.

7. Gas Imbalances

BUYER acknowledges and agrees that Properties on which it may bid or make offers may be subject to gas imbalances pursuant to Gas Balancing Agreements between working interest parties or in the absence of agreements between the working interest parties in the unit.

All Properties shall be sold without warranty on an "AS IS, WHERE IS" basis. No adjustment in the purchase price shall be made as a result of an inaccuracy in the estimated gas imbalance amount disclosed by SELLER. SELLER shall provide information it believes accurate as to the status of gas imbalances for the offered Properties, but neither SELLER nor EnergyNet.com, LLC makes any representations or warranties as to the accuracy of such information.

As to interests subject to Gas Imbalance Agreements, SELLER agrees to fully disclose the Gas Balancing Agreement in the Property Information and SELLER will present the last production figures available as to gas imbalances on the properties. It is the BUYER'S responsibility to monitor the gas imbalance from the effective date of the last Gas Balance Statement to the effective date of assignment. However, SELLER agrees to provide up to date figures on gas imbalances as they occur either prior to or during the Sale Process. All properties sold with gas imbalances are the responsibility of the BUYER upon the effective date of the assignment.

BUYER acknowledges and agrees that the consideration paid by the BUYER includes the acceptance by the BUYER of the either over or under production on the subject Properties. BUYER is responsible for removing or clearing any balancing obligation. BUYER shall indemnify and hold SELLER and EnergyNet.com, LLC and its related entities harmless as to any and all claims of gas imbalances or liabilities either before or after the effective date of the assignment. If within sixty (60) days from the date of sale, the amount of SELLER'S over production gas imbalance is understated by at least 50% in the Property Information or in any other information provided by SELLER, and uploaded to the Website or by subsequent statements prior to sale in the Sale Process by SELLER, and BUYER notifies SELLER of the amount of overproduction within the sixty (60) day period by providing

SELLER with written evidence of said overproduction, BUYER, may, at the sole option of the BUYER, void the sale. In the event BUYER voids the sale of the Property, SELLER shall return to BUYER the purchase price plus pay all recording costs associated with the sale of said Property. BUYER will assist SELLER in the drafting and execution of any conveyancing documents, of which SELLER will pay all recording fees. In addition, SELLER agrees to pay and will be liable and responsible to pay to EnergyNet.com, LLC a sum equal to the commission that would have been realized on the sale of said Property had the sale not been declared void by the BUYER, as described and calculated in accordance with Exhibit "C" attached hereto and made a part hereof.

8. Preferential Rights

BUYER acknowledges and agrees that certain Properties may be subject to preferential rights of purchase, consents or permission to assign by nature of Joint Operating Agreements and other agreements between third parties and SELLER (collectively "Preferential Rights"). BUYER acknowledges and agrees that SELLER will have sixty (60) days from the date of sale to resolve Preferential Rights by waiver, consent or permission to assign. If SELLER does not obtain waivers of Preferential Rights within sixty (60) days of date of sale, BUYER will have the option to cancel the sale.

BUYER acknowledges and agrees that if BUYER is the successful bidder on Properties subject to preferential rights, BUYER is to allow SELLER to obtain waivers of the preferential rights. SELLER will notify BUYER and EnergyNet.com, LLC of the third parties' desire to purchase such Property on the same terms and conditions which includes the payment of the commission and expenses due to EnergyNet.com, LLC. All proceeds tendered by BUYER to Escrow Bank will be refunded to the BUYER upon SELLER receiving proceeds from the party exercising the preferential right to purchase.

BUYER further agrees and consents that if a Property is sold for less than \$300,000 and such Property is subject to a preferential right of purchase, BUYER will tender 100% of the purchase price of such Property to the Escrow Bank until such time as the preferential Rights are exercised or waived by the holders of the same. BUYER further agrees and consents that if a Property is sold for \$300,000 or more and such Property is subject to a preferential right of purchase, BUYER will tender 25% of the purchase price of such Property to the Escrow Bank until such time as the Preferential Rights are exercised or waived by the holders of same. If such third parties do not exercise the Preferential Rights of purchase, SELLER shall notify EnergyNet.com, LLC and BUYER of the waiver. If the third party or parties do not exercise the preferential right of purchase and BUYER previously tendered less than 100% of the purchase price of such Property to the Escrow Bank, the BUYER will tender the remaining purchase price balance to the Escrow Bank within two (2) full banking days of such notification by SELLER.

9. Environmental Liabilities

BUYER hereby acknowledges and agrees that after the effective date of the assignment, it is responsible for any and all losses attributable to any and all environmental events or impacts, including, without limitation, damage to property, injury or death of persons or other things, natural resource damages, CERCLA response costs, environmental remediation and restoration, costs or fines or penalties arising out of or attributable to, in whole or in part, either directly or indirectly, the ownership, condition or operation of the Properties.

BUYER acknowledges and agrees that SELLER is responsible for all environmental events or impacts that occurred during its period of ownership of the Properties prior to the effective date of the assignment of the Properties to the BUYER.

10. Royalty, Overriding Royalty, Working Interest, Contractual Liabilities and Operation Liabilities

BUYER hereby acknowledges and agrees that any and all liabilities related to obligations to pay royalties, overriding royalties and contractual obligations under Oil and Gas Leases, Joint Operating Agreements and liabilities associated with the ownership, condition or operation of the subject Properties become BUYER'S liability from the effective date of the assignment. SELLER retains liability for its period of ownership to the effective date of the assignment of the Properties.

11. No Warranties (Express or Implied)

Notwithstanding any provision contained in this Agreement to the contrary, BUYER acknowledges and agrees that it is acquiring the Properties, wells, equipment or other property located thereon from SELLER without warranty whatsoever, express, statutory, or implied as to description, title, condition, quality, fitness for purpose, merchantability, or otherwise. BUYER acknowledges and agrees that neither SELLER nor EnergyNet.com, LLC makes any representation or warranty whatsoever as to the physical condition of the Property nor any statements or representation concerning the present or future value of the anticipated income, costs, or profits, if any, to be derived from the Property. BUYER ACKNOWLEDGES AND AGREES THAT ALL PROPERTY IS SOLD ON AN "AS IS, WHERE IS" CONDITION.

12. Title

BUYER hereby acknowledges and agrees that it has the sole responsibility to examine all information concerning title to the Property and to conduct its own independent evaluation to ascertain title to the Properties and to satisfy itself that title is marketable, defensible or acceptable.

BUYER acknowledges and agrees that it will indemnify and hold SELLER and EnergyNet.com, LLC and its related entities harmless as to accuracy of any documents of title to the Properties. BUYER further acknowledges and agrees that neither SELLER nor EnergyNet.com, LLC warrants title, either express or implied, and all title to the Properties is on an "AS IS" basis.

13. Effective Date and Closing

The date of sale for Properties sold in an Auction Sale Process is when BUYER is declared to be the successful bidder on SELLER'S Property as declared by EnergyNet.com, LLC. The date of sale for Properties sold in a Sealed Bid Sale Process is the date on which SELLER provides notice that SELLER has accepted BUYER's bid. The date of sale for Properties sold as the result of negotiations following the Sale Process is the date SELLER and BUYER agree upon a sales price.

The date of sale is different than the effective date of sale. BUYER acknowledges and agrees that the effective date of sale is the date reflected in SELLER'S assignment, which date will be the first (1st) day of the month prior to or after the date of the sale.

Closing shall occur within fifteen days after the effective date of an order of the United States District Court, Northern District of Texas, Fort Worth Division, authorizing such sale.

BUYER acknowledges and agrees upon notification from EnergyNet.com, LLC of BUYER'S successful bid or offer on SELLER'S Property, BUYER is to tender, subject to Paragraph 8, the total amount of funds required hereunder to purchase the Property to the designated Escrow Bank (currently the Wells Fargo Bank of Amarillo, Texas; provided however, that EnergyNet.com, LLC may, from time to time, at its sole discretion, change the Escrow Bank to another bank) by one of the following methods;

- A. Wire transfer from BUYER'S bank or financing institution made payable to EnergyNet Services, LLC (the Wells Fargo Bank of Amarillo, Texas as escrow agent);
- B. Next day delivery overnight mail from BUYER to EnergyNet Services, LLC Funds must be either certified or check pre-approved by EnergyNet Services, LLC, made payable to EnergyNet Services, LLC (the Wells Fargo Bank of Amarillo, Texas, as escrow agent); or
- C. Hand or carrier delivered to EnergyNet Services, LLC at its offices at 7201 W. Interstate 40, Ste 319, Amarillo, TX, 79106, with funds either certified or check pre-approved by EnergyNet Services, LLC, made payable to EnergyNet Services, LLC (the Wells Fargo Bank of Amarillo, Texas, as escrow agent).
- D. In addition to the purchase price, BUYER will, by payment of any of the methods listed above in Paragraph A, B or C and within the time period provided for below, pay the applicable recording fees, sales tax, if any, and handling/administrative fees due EnergyNet Services, LLC associated with BUYER'S purchase.

Escrow Bank is to be considered as a depository only for funds escrowed pursuant to this Agreement, and it shall hold and disburse such funds solely on the basis of written instructions it receives from EnergyNet Services, LLC. Escrow Bank shall be entitled to rely at all times on the written instructions given to it by EnergyNet Services, LLC without any necessity of verifying the authority therefor. Neither SELLER nor BUYER shall have any authority to give instructions to or otherwise direct the actions of Escrow Bank with respect to the escrowed funds. ESCROW BANK SHALL NOT AT ANY TIME BE HELD LIABLE FOR ACTING IN ACCORDANCE WITH THE WRITTEN INSTRUCTIONS IT RECEIVES FROM ENERGYNET SERVICES, LLC. ENERGYNET.COM, LLC., SELLER AND BUYER AGREE TO SAVE AND HOLD ESCROW BANK HARMLESS FROM ANY LOSS AND FROM ANY CLAIMS OR DEMANDS ARISING OUT OF ACTIONS TAKEN OR OMITTED TO BE TAKEN BY ESCROW BANK PURSUANT TO SUCH WRITTEN INSTRUCTIONS AND HEREBY AGREE TO INDEMNIFY ESCROW BANK FROM ANY ALL CLAIMS, EXPENSES (INCLUDING ATTORNEY'S FEES INCURRED BY ESCROW BANK) OR DEMANDS FOR LOSSES ARISING OUT OF ITS ACTIVITIES AS ESCROW BANK.

BUYER acknowledges and agrees that BUYER shall have two (2) full banking days to complete the transfer of funds, unless SELLER, BUYER, and EnergyNet.com, LLC mutually agree otherwise, in writing.

Unless otherwise provided in the assignment to be delivered to BUYER,

- (a) SELLER is entitled to receive all production (including oil in the tanks), revenues and joint interest billings accruing prior to the effective date of the assignment to BUYER;
- (b) SELLER is obligated to pay all expenses related to operation and control of the Properties incurred prior to the effective date of said assignment;
- (c) SELLER and BUYER shall be solely responsible for all post-sale settlements and adjustments, including but not limited to the proration of production, revenues and expenses; and
- (d) SELLER AGREES TO INDEMNIFY AND HOLD BUYER HARMLESS AS TO ALL EXPENSES INCURRED PRIOR TO THE EFFECTIVE DATE OF THE ASSIGNMENT AND TO PAY BUYER'S REASONABLE COSTS, LEGAL OR OTHERWISE, RELATING TO ANY SUCH EXPENSES NOT PAID BY SELLER.

BUYER acknowledges and agrees that upon disbursement of the escrowed funds in the Escrow Bank, EnergyNet.com, LLC shall immediately receive its commission from Escrow Bank, net of Listing Fee for Minimum Reserve Price Property Listings, if any, as set out in the EnergyNet.com, LLC.'s Fees and Commissions Schedule (Exhibit "C") as set out in the SELLER'S AGREEMENT FOR THE SALE OF OIL AND GAS PROPERTIES (the "Seller's Agreement.")

BUYER agrees that all funds will be held in escrow until SELLER provides all executed documents of conveyance and any other documents that are required under the terms of this Agreement or Seller's Agreement.

BUYER acknowledges and agrees that settlement can be withheld if SELLER fails to provide requisite assignments or conveyancing documents to BUYER or if SELLER fails to obtain waivers of preferential rights, consents to assignments, releases or subordinations of encumbrances or any other requirements of SELLER under the Seller's Agreement in connection with the assignment of the Properties to BUYER.

BUYER agrees that SELLER'S assignment will be recorded by EnergyNet.com, LLC in the appropriate jurisdiction, but in no event will any conveyancing document be recorded prior to receipt of 100% of the purchase price and other sums due are received from BUYER. EnergyNet.com, LLC, upon receipt of all executed conveyancing documents, the purchase price and other sums that are due, will direct Escrow Bank to release all funds to EnergyNet.com, LLC for disbursement to SELLER minus applicable fees and commissions as set out in Exhibit "C", recording fees, sales tax, if any, or other fees or costs incurred by EnergyNet.com, LLC, within ten (10) banking days of receipt of BUYER'S total purchase price funds, provided funds have cleared the Escrow Bank or until funds are available for distribution under the terms of this Agreement.

14. Discrepancies in the Assignment

Both BUYER and SELLER have a duty to determine any discrepancies between the assignment and what is represented in the Property Information provided. If SELLER fails to timely deliver its assignment for examination prior to the sale, BUYER agrees to accept such assignment "AS IS" in the form and substance as prepared by SELLER when delivered to EnergyNet.com, LLC. BUYER agrees to indemnify and hold EnergyNet.com, LLC and its related entities harmless as to discrepancies between the assignment and Property Information provided.

15. Seller's Agreement

BUYER acknowledges and agrees that its purchase of Properties is subject to terms and conditions of the Seller's Agreement for the Sale of Oil and Gas Properties (the "Seller's Agreement") and hereby states that BUYER has read and understands the same.

If a Seller's Agreement is modified in a way that changes rights and obligations of SELLER to BUYER or BUYER to SELLER, then EnergyNet.com, LLC shall clearly provide notice in the Property Information that the Seller's Agreement has been modified and shall provide such notice prior to the beginning of the Sale Process.

16. Seller's Default

In the event that SELLER defaults for any reason whatsoever, BUYER'S sole remedy is against the SELLER only. BUYER indemnifies and holds harmless EnergyNet.com, LLC and its related entities as to any and all defaults of SELLER.

17. Buyer's Default

BUYER acknowledges and agrees that if it defaults for any reason, including failure to tender the total purchase funds to the Escrow Bank within the required time, EnergyNet.com, LLC and SELLER will have, in addition to all remedies at law, the option to do the following:

- A. Sell the Property to another bidder;
- B. Remove the Property from the Sale Process and resell the Property at a future date; or
- C. In addition, EnergyNet.com LLC may, with or without default by BUYER and at its sole option and discretion, terminate the Buyer's Agreement executed by BUYER and BUYER'S right to participate in any subsequent sale.

BUYER acknowledges and agrees that the above options are remedies for mitigation of damages and that SELLER will have the full right to seek damages against BUYER for its failure to tender the total purchase funds bid or offered by the BUYER. In the event that the Property is sold to another bidder pursuant to Paragraph 17(A), BUYER acknowledges and agrees BUYER will pay to EnergyNet.com, LLC the difference between the total purchase funds bid or offered by the BUYER and the proceeds received from the sale to the other bidder. BUYER will pay this difference within five (5) banking days after receiving notice of the difference. EnergyNet.com LLC will retain the commission on the difference as set out in the Seller's Agreement and remit the remainder to SELLER. BUYER further agrees that SELLER and EnergyNet.com, LLC will be entitled to recover all costs and attorney's fees resulting from any breach of this Agreement by BUYER.

If BUYER has tendered partial funds pursuant to the preferential rights provisions of this contract and then fails to tender the full total purchase price upon waiver or expiration of the third party rights, EnergyNet.com, LLC will be entitled to retain the partial funds towards satisfaction of its total purchase price commission as set out in the Seller's Agreement. Upon satisfaction of the commission, the remaining funds, if any, will be distributed to the SELLER as liquidated damages and not as a penalty. Retention of the partial funds does not release the BUYER from any action by the SELLER for BUYER'S breach and SELLER will be allowed the mitigation options as set out above and the right to seek damages from the BUYER for its failure to tender the total purchase funds bid or offered by the BUYER.

18. No Reserve or Minimum Reserve

BUYER acknowledges and understands that any Property or Properties offered for sale in the Sale Process shall be offered on a basis of "no reserve" or on a basis of "minimum reserve."

For the purpose of this Agreement, a "no reserve" basis sale is defined as SELLER'S acceptance of the sale of the Properties with no minimum monetary amount. "Minimum reserve" basis sale is defined as SELLER'S request for Properties to be sold for not less than a specified minimum monetary amount. "No reserve" Properties are sold to the highest bidder within the time period set for the Sale Process. "Minimum reserve" Properties are sold to the highest bidder when the highest bid or offer entered equals or exceeds the minimum monetary amount for the Property, or when the high bid or offer is accepted by SELLER. EnergyNet.com, LLC has the sole discretion to declare the highest bidder, arbitrate disputed bids or offers and declare any changes in the Properties or lots being sold.

All sales are final when EnergyNet.com, LLC declares the BUYER to be the highest bidder on the Property.

19. Purchase Representatives of Buyer

BUYER acknowledges and agrees that a pre-approved BUYER may, by executed Power of Attorney, designate certain individuals to bid or make offers and purchase Properties in the Sale Process or in any negotiations following conclusion of the Sale Process.

All Attorneys-in-Fact must be pre-approved by EnergyNet.com, LLC prior to the beginning date of the Sale Process or any subsequent negotiations.

Compensation, if any, is to be paid solely by the BUYER to such Attorney-in-Fact.

20. Indemnifications

- A. As to any breach between BUYER and SELLER as to the purchase of the Property, BUYER agrees that EnergyNet.com, LLC and its officers, directors, employees, shareholders, agents, representatives, contractors, successors and assigns are not liable to the BUYER for any breach resulting from SELLER'S failure to close the sale of the Properties or any other breach of duty owed to the BUYER from the SELLER by nature of Seller's Agreement with EnergyNet.com, LLC or any other agreements between the parties. BUYER'S sole remedy is against the SELLER.
- B. If prior to the date the escrowed funds are disbursed, a dispute arises between SELLER and BUYER as to the proper disbursement of such funds to be made by EnergyNet.com, LLC, EnergyNet.com, LLC is hereby authorized to receive from Escrow Bank any commission or other fees payable to EnergyNet.com, LLC as provided for herein, and EnergyNet.com, LLC shall direct Escrow Bank to RETAIN the remaining funds until EnergyNet.com, LLC receives written instructions executed by SELLER and BUYER as to the disposition and disbursement of such funds or until ordered by final court order, decree or judgment, that has not been appealed, to deliver such funds to a particular party, in which event such funds shall be delivered in accordance with such instruction, order, decree or judgment.
- C. BUYER HEREBY INDEMNIFIES AND AGREES TO HOLD ENERGYNET.COM, LLC AND ITS RELATED ENTITIES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY LIABILITY, SUIT, CLAIM, DAMAGE, HARM, COST OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES, AND COURT COSTS) RESULTING OR ARISING FROM BREACHES BY BUYER UNDER THIS AGREEMENT AND ANY AND ALL CAUSES OF ACTION RELATED TO OR ARISING FROM BUYER'S DUTIES UNDER THIS AGREEMENT AND AS A RESULT OF OR ARISING FROM BUYER'S DUTIES OWED TO THE SELLER OUTSIDE OF THIS AGREEMENT.

ALL INDEMNIFICATIONS EXTEND TO THE BENEFIT OF THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUCCESSORS AND ASSIGNS OF EACH INDEMNIFIED PARTY. ALL INDEMNITIES SURVIVE THE TERM OF THIS AGREEMENT.

21. Term of Agreement

The term of this Agreement, including any subsequent amendments hereto, is for one (1) year from the date BUYER executes this Agreement. Notwithstanding this one (1) year term, BUYER acknowledges and understands that the terms and provisions of this Agreement may be changed or amended from time to time by EnergyNet.com, LLC, and that BUYER'S use of EnergyNet.com, LLC's Website to bid or make offers on Properties will

be subject to and governed by the terms of the Buyer's Agreement posted on EnergyNet.com, LLC's website as of seven days prior to the beginning date of the Sale Process.

BUYER UNDERSTANDS THAT IT IS BUYER'S RESPONSIBILITY AND DUTY TO READ BUYER'S AGREEMENT TO PURCHASE OIL AND GAS PROPERTIES SEVEN DAYS PRIOR TO THE BEGINNING DATE OF ANY SALE PROCESS IN WHICH BUYER WISHES TO PARTICIPATE. BY PARTICIPATING IN SUCH SALE PROCESS OR ANY SUBSEQUENT NEGOTIATIONS, BUYER AGREES TO BE BOUND BY THE TERMS OF SUCH BUYER'S AGREEMENT.

22. Restrictions on Purchases Outside of This Agreement

Buyer will not take any action designed to prevent EnergyNet.com, LLC from receiving its commission for the sale of Properties. Buyer acknowledges that EnergyNet.com, LLC has the exclusive right to sell the Properties listed on its Website. Buyer agrees that it will not use the information on the Website for pursuing in any manner the purchase of Properties listed on the Website unless any such purchase is pursuant to this Agreement. Buyer agrees that neither Buyer nor any representative or intermediary of Buyer will offer to purchase from a Seller any Property listed by EnergyNet.com, LLC on the Website, except as provided by EnergyNet.com, LLC through its Sale Process. Any such offer constitutes an event of default by Buyer. For a period of six months from the posting of information on a particular Property on the Website, Buyer further agrees that Buyer will not purchase any such Property, other than pursuant to this Agreement or with the prior written consent of EnergyNet.com, LLC. Buyer acknowledges that EnergyNet.com, LLC has spent considerable time and expense to attract potential sellers and to acquire and assimilate the information available to Buyer on the Website. Buyer further acknowledges that the damages suffered by EnergyNet.com, LLC for Buyer's breach of any provision of this Agreement will be impossible to specifically identify. In the event that Buyer breaches any provision in this paragraph, Buyer agrees that EnergyNet.com, LLC will be entitled to recover from Buyer, as liquidated damages and not as a penalty, the amount of the commission EnergyNet.com, LLC would have received if the Buyer had purchased the Property pursuant to this Agreement.

23. Miscellaneous

23.1 Governing Law and Litigation Costs. BUYER acknowledges and agrees that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas and the exclusive venue for any action by BUYER or SELLER arising under this Agreement shall be the Federal District Court for the Northern District of Texas, Fort Worth Division and the Texas District Court for Potter County, Texas. The assignment and matters pertaining to the Properties will be governed by and interpreted in accordance with the laws of the states in which the Properties are located. Auctions are conducted by a registered auctioneer licensed in the State of Texas as selected by EnergyNet.com LLC. In the event that any party to this Agreement resorts to legal proceedings to enforce this Agreement, the prevailing party in such proceedings shall be entitled to recover all costs incurred by such party, including reasonable attorney fees.

23.2 Severability. BUYER acknowledges and agrees that if any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any applicable rule or law, such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability and 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 contemplated hereby is not affected in a materially adverse manner with respect to either party.

23.3 Waiver. Each party acknowledges and agrees that no waiver by either party of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other portions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

23.4 Captions. BUYER acknowledges and agrees that the titles and headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

23.5 Notices. BUYER acknowledges and agrees that any notice provided or permitted to be given under this Agreement shall be in writing, and may be served by personal delivery including, without limitation by telecopier or facsimile or by depositing same in the United States mail, addressed to the party to be notified, postage prepaid, and registered or certified with a return receipt requested. Notices deposited in the mail in the manner herein above described shall be deemed to have been given and received upon the date of delivery as shown on the return receipt. Notice served in any other manner shall be deemed to have been given and received only if and when actually received by the addressee. For purposes of notice, the addresses of the parties shall be as follows.

If to: BUYER:

Intentionally Left Blank

Intentionally Left Blank

If to: EnergyNet.com, LLC
7201 W. Interstate 40, Ste 319
Amarillo, TX 79106
Attn: Registered Principal

The address of any party for notice purposes may be changed by such party by giving two days written notice of such change to all other parties to the Agreement.

23.6 Entirety and Amendments. NOTWITHSTANDING PARAGRAPH 21 OR ANY OTHER LANGUAGE CONTAINED HEREIN TO THE CONTRARY, BUYER acknowledges and agrees that this Agreement and all attached Exhibits and the instruments delivered or required to be delivered pursuant hereto supersede all prior negotiations, understandings and agreements between the parties relating to the subject matter hereof and constitute the entire understanding and agreement between the parties with respect thereto; and no alterations, modifications, amendments or changes in the Agreement shall be effective or binding unless the same shall be in writing and shall have been executed by BUYER and EnergyNet.com, LLC.

23.7 Execution. This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original for all purposes. No single counterpart of this Agreement need be executed by each party so long as each party shall have executed at least one counterpart. Facsimile and electronically transmitted signatures shall be valid.

In witness whereof, the parties have executed this Agreement as of the day and year first set forth above.

BUYER

ENERGYNET.COM, LLC

By: Intentionally Left Blank

By: Intentionally Left Blank

Intentionally Left Blank

Intentionally Left Blank

Printed or Typed Name and Title

Printed or Typed Name and Title of Registered Principal

By: Intentionally Left Blank

Intentionally Left Blank

Printed or Typed Name and Title of Registered Representative

EXHIBIT A: LIST OF PERSONAL PROPERTY¹

Location	Category	Item Name	Serial Number/VIN	Description
Aircraft Hangar	Electronics	iPad 16GB	Serial: DMQJTMEJDFHW Model: MC769LL/A	Entity: Dallas Resources; found on plane
Aircraft Hangar	Electronics	DVD writer, DVD player, 3 bay charger		Entity: Dallas Resources; found on plane
Aircraft Hangar	Miscellaneous	Notepad with notes re names and insurance		
Aircraft Hangar	Miscellaneous			
Aircraft Hangar	Miscellaneous		n/a	
Aircraft Hangar	Miscellaneous		n/a	
Aircraft Hangar	Miscellaneous		n/a	
Aircraft Hangar	Miscellaneous		n/a	
Aircraft Hangar	Miscellaneous		n/a	
Aircraft Hangar	Miscellaneous		n/a	
Aircraft Hangar	Miscellaneous		n/a	
Aircraft Hangar	Miscellaneous		n/a	
AOS - Ikey's home	Electronics	Galaxy Note 10	Model Number: SM-N970U Serial Number: R58MA3YP71W IMEI: 3588 2010 1155 413	Bridy Ikey's personal phone

¹ Inventories for the Eldorado and San Angelo properties were provided by Relief Defendant Sunny Sahota.

AOS Office	Electronics	Lenovo Laptop	IdeaPad 3 14ADA05 S/N: PF2BZYGP MTM: 81W0003QUS Mfg Date: 20/06/17 Factory Id: JVHFC1	Blue
AOS Office	Electronics	Dell Power Cord		
AOS Office	Electronics	Chicony Power Cord		
AOS Office	Electronics	Galaxy Z Gold2 5g	R3CN80XPPGY; IMEI: 3579 1182 0528 336	James Ikey's personal phone; Rose gold
AOS Office	Electronics	Computer Tower	CP319121501434;RM650	Name: Becky
AOS Office	Electronics	Computer Tower	CP319121501243; RM650	Name: Amberly
AOS Office	Electronics	Computer Tower	C4190715004716; AMD RYZEN 5	Name: Madi
AOS Office	Electronics	Computer Tower	C3519081501000; AMD RYZEN 5	Name: Extra
AOS Office	Electronics	Computer Tower	MCBB520KGNNRGB1200701017; Cooler Master	Name: James Anthony
AOS Office	Electronics	Computer Tower	MCYB5P2KWGN011194800325; RM 850; COOLER MASTER	Name: Lois
AOS Office	Electronics	Computer Tower	C419071004705	Name: Amanda
AOS Office	Electronics	Computer Tower	MCYB5P2KWGN011183900693; COOLER MASTER	Name: Rachel
AOS Office	Electronics	Computer Tower	MCYB5P2KWGN011194800510; RM 850; COOLER MASTER	Name: Jaxon
AOS Office	Electronics	Computer Tower	MCYB5P2KWGN011194800506; RM 850; COOLER MASTER	Name: #Pokemon2855

AOS Office	Electronics	Computer Tower	"01193174409222"; CA-H510B-B1	Name Dustin
AOS Office	Electronics	Sceptre Computer Monitor	C275B-144RN8RF8JF9KA K39L27CBIR4879	
AOS Office	Electronics	Sceptre Computer Monitor	C248W-1920RN8RC8J58JA K26T24CBIR2038	
AOS Office	Electronics	Sceptre Computer Monitor	C248W-1920RN8RC8J58JA K26T24CBIR2024	
AOS Office	Electronics	AOC Monitor		
AOS Office	Electronics	Keyboards (Quantity: 2)		
AOS Office	Electronics	Mouses (Quantity: 2)		
AOS Office	Electronics	Monitor (Quantity: 2)		
AOS Office	Furniture	Floor Mats (Quantity: 6)		
AOS Office	Furniture	Sit/Stand Desk (Quantity: 6)		
AOS Office	Furniture	Office chair (Quantity: 6)		
AOS Office	Furniture	Monitor Stand (Quantity: 5)		
AOS Office	Furniture	Rolling Whiteboard		
AOS Office	Furniture	Large Glass Whiteboard		
AOS Office	Appliances	Microwave		
AOS Office	Electronics	Galaxy Note 10+	RF8N50JYTXY; IMEI: 3596 1910 3303 578	James Ikey's Phone; Phone number: 817- 676-5604
AOS Office	Electronics	Galaxy S21 Ultra 5G	R5CR80SPBSD; IMEI: 3555 0229 1807 564	
AOS Office	Electronics	Amy's cell phone	RF8N50V9DVW; IMEI: 3596 1910 3351 809	
AOS Office	Electronics	Galaxy s10e	R58M67FLEWA; IMEI: 3547 7410 1079 061	Madison's Phone
AOS Office	Electronics	Galaxy Note 10+	RF8M901YQWY IMEI: 3592 7210 1614 396	Victoria's Phone

AOS Office	Electronics	Galaxy Note20 Ultra 5g	R3CR401G1YM; IMEI: 3527 1228 0858 486	Bridy's Phone
AOS Office	Electronics	Galaxy Note 10+	RF8N50ZBGJM IMEI: 3596 1910 3399 394	Becky's Phone
AOS Office	Electronics	Galaxy Z Fold2 5G	R3CR70PH29L; IMEI: 3510 4317 0911 734	Hayden's Phone
AOS Office	Electronics	Gray Gram Laptop	Serial Number: 909NZHH024473 Model Number: 17Z990 Mfg. Year 2019	
AOS Office	Electronics	Asus Window Laptop	Serial Number: L1N0CV073439036 Model Number: Q526F Mfg. year 2020	Silver
AOS Office	Electronics	Acer Predator Laptop	Serial Number: NHQ53AA003937030D12600 Model Number: N1812 Mfg. Year: 9/11/2019	Black and Blue
AOS Office	Electronics	Dell G7 Laptop	Serial Number: HDNYNHS2 Model Number: P40E Mfg. Year: 7/27/2019	Black
AOS Office	Electronics	Silver Dell Laptop XPS	ST: 34DZ353EX:6795683751Mfg Year: 2020 IFT No.: RCPINAX18- 2065CNC ID: C-22445	
AOS Office	Electronics	5 Flash Drives		Found in AOS office
AOS Office	Electronics	Benq Computer Monitor	S/N: ET59L06575SL0	
AOS Office	Electronics	Benq Computer Monitor	S/N: ET59L06553SL0	

AOS Office	Electronics	Sceptre Computer Monitor	C275B-144RN8RF8JF9KA K39L27CBIR4924	
AOS Office	Electronics	Arteck wireless keyboards (quantity: 6)		
AOS Office	Electronics	Microsoft Wireless Keyboard (quantity: 1)		
AOS Office	Electronics	Logitech Wireless mice (quantity: 5)		
AOS Office	Electronics	Microsoft Wireless Mouse (quantity: 1)		
AOS Office	Electronics	Iridium Satellite Phone		
AOS Office	Electronics	Large TV (Quantity: 1)		
AOS Office	Electronics	Brother Printer	TN630	
AOS Office	Electronics	HP Printer	M553	
AOS Office	Electronics	Toshiba Printer	XM7355	
AOS Office	Electronics	Fellowes Shredder		
AOS Office	Electronics	Surge Protectors (Quantity: 4)		
AOS Office	Electronics	Speakers (Quantity: 1)		
AOS Office	Electronics	Headphones (Quantity: 10)		
AOS Office	Electronics	Brother Speed Scanner ADS 28001		
AOS Office	Miscellaneous	USPS Box full of documents		
AOS Office	Miscellaneous	Blank checks for a number of different feeder funds.		
AOS Office	Miscellaneous	Box of Wine (Quantity: 16)		Have custom Heartland labels
AOS Office	Miscellaneous	Cigar holders (Quantity: 13)		Branded for Heartland
AOS Office	Furniture	Desk Mats (Quantity: 4)		
AOS Office	Appliances	Toaster Oven		
AOS Office	Furniture	Folding Table		
AOS Office	Furniture	Step Ladder		
AOS Office	Furniture	Arm Chairs (Quantity: 2)		
AOS Office	Furniture	Trash Cans (Quantity: 13)		
AOS Office	Furniture	Fans (Quantity: 4)		
AOS Office	Furniture	Lamps (Quantity: 8)		
AOS Office	Furniture	Couch (Quantity: 1)		
AOS Office	Furniture	Big Filing Cabinet (Quantity: 2)		
AOS Office	Furniture	Organizers (Quantity: 6)		

AOS Office	Furniture	Monitor Risers (Quantity: 2)		
AOS Office	Furniture	Pillows (Quantity: 4)		
AOS Office	Furniture	Rug (Quantity: 1)		
AOS Office	Furniture	Steel Wall Shelves (Quantity: 2)		
AOS Office	Furniture	Small Shelves (Quantity: 2)		
AOS Office	Furniture	Tall metal shelves (Quantity: 2)		
AOS Office	Miscellaneous	Christmas Decorations		
AOS Office	Furniture	Ikea Conference Table		
AOS Office	Miscellaneous	Kitchen Dishes and Utensils		
AOS Office	Appliances	Refrigerators (Quantity: 2)		
AOS Office	Furniture	Utility Desks (Quantity: 2)		
AOS Office	Miscellaneous	Vacuums (Quantity: 2)		
AOS Office	Furniture	Conference Chairs (Quantity: 9)		
AOS Office	Miscellaneous	Wine Holder		
AOS Office	Miscellaneous Office Supplies	Decorative Oil Rig		
AOS Office	Miscellaneous Office Supplies	Boxes of Thank You Notes (Quantity: 3)		
AOS Office	Office Supplies	Cardboard box mailers (Quantity: 19)		
AOS Office	Miscellaneous	3 Bankers boxes with paperwork, planners, and notebooks		
AOS Storage Unit (1587 FM 157)	Furniture	Standing Desks (Quantity: 6)		
AOS Storage Unit (1587 FM 157)	Miscellaneous	Miniature oil rig		
AOS Storage Unit (SH- 360)	Collectibles	Miscellaneous cut and uncut jade (approx. 6 boxes)		
Dallas Resources's Ranch - Eldorado, TX	Electronics	Samsung Galaxy	unknown	Rogers; Black with black otterbox

Dallas Resources's Ranch - Eldorado, TX	Electronics	Apple Iphone	unknown	Harprit's; Black with black otterbox
Dallas Resources's Ranch - Eldorado, TX	Electronics	Microsoft Surface Tablet	DEVICE ID: F0C7D482-FC90-4F22-9029-8D99A77BABFA; PRODUCT ID: 00330-62896-83711-AAOEM	Silver
Dallas Resources's Ranch - Eldorado, TX	Electronics	Microsoft Surface Tablet	DEVICE ID: 5AC5A432-C3F7-42B0-A843-9D427A1911EC; PRODUCT ID: 00342-23789-89982-AAOEM	Silver
Dallas Resources's Ranch - Eldorado, TX	Electronics	Microsoft Surface Tablet	DEVICE ID: EC282F4A-ECD3-4EB3-98DE-70F6174AFD7; PRODUCT ID: 00330-63030-89741-AAOEM	Silver
Dallas Resources's Ranch - Eldorado, TX	Electronics	Apple Macbook Pro	unknown	Gray; Monroe's
Dallas Resources's Ranch - Eldorado, TX	Electronics	USBs and Micro SDHC cards	unknown	
Dallas Resources's Ranch - Eldorado, TX	Electronics	HP Pavilion	unknown	
Dallas Resources's Ranch - Eldorado, TX	Electronics	Remarkable device and pen	RM110-133-65775	
Dallas Resources's Ranch - Eldorado, TX	Electronics	Verizon 5g wireless internet	no identifying information visible	black

Dallas Resources's Ranch - Eldorado, TX	Electronics	Quantity: 3		
Dallas Resources's Ranch - Eldorado, TX	Electronics	Living Room: TV		
Dallas Resources's Ranch - Eldorado, TX	electronics	Bedroom 1: TV		
Dallas Resources's Ranch - Eldorado, TX	Electronics	Living Room: TV		Purchased 2019
Dallas Resources's Ranch - Eldorado, TX	Sports and Hobby Equipment	Quantity: 1	n/a	
Dallas Resources's Ranch - Eldorado, TX	Furniture	Living Room: Sofas (Quantity: 2)		
Dallas Resources's Ranch - Eldorado, TX	Furniture	Living Room: Chairs (Quantity: 2)		
Dallas Resources's Ranch - Eldorado, TX	Furniture	Living Room: Tables (Quantity:2)		
Dallas Resources's Ranch - Eldorado, TX	Furniture	Living Room: Bookcase		
Dallas Resources's Ranch - Eldorado, TX	Furniture	Living Room: Clock		
Dallas Resources's Ranch - Eldorado, TX	Furniture	Living Room: Rugs (Quantity: 2)		

Dallas Resources's Ranch - Eldorado, TX	Decorations	Living Room: Pictures, decorations (Quantity: 2)		
Dallas Resources's Ranch - Eldorado, TX	Furniture	Dining Room: Table		
Dallas Resources's Ranch - Eldorado, TX	Furniture	Dining Room: Chairs (Quantity: 8)		
Dallas Resources's Ranch - Eldorado, TX	Furniture	Kitchen: Lighting Fixture (Quantity: 1)		
Dallas Resources's Ranch - Eldorado, TX	Appliances	Kitchen: Stove and range hood		
Dallas Resources's Ranch - Eldorado, TX	Appliances	Kitchen: Microwave Oven		
Dallas Resources's Ranch - Eldorado, TX	Appliances	Kitchen : Refrigerator		
Dallas Resources's Ranch - Eldorado, TX	Appliances	Kitchen: Freezer		
Dallas Resources's Ranch - Eldorado, TX	Appliances	Kitchen: Dishwasher		
Dallas Resources's Ranch - Eldorado, TX	Appliances	Kitchen: Electrical Appliances (Quantity: 5)		
Dallas Resources's Ranch - Eldorado, TX	Miscellaneous	Kitchen: Pots and Pans (Quantity: 10)		

Dallas Resources's Ranch - Eldorado, TX	Miscellaneous	Kitchen: Silverware (Quantity: 10)		
Dallas Resources's Ranch - Eldorado, TX	Miscellaneous	Kitchen: Kitchen Utensils (Quantity: 10)		
Dallas Resources's Ranch - Eldorado, TX	Miscellaneous	Kitchen: Dishes (Quantity: 20)		
Dallas Resources's Ranch - Eldorado, TX	Miscellaneous	Kitchen: Glasses (Quantity: 20)		
Dallas Resources's Ranch - Eldorado, TX	Miscellaneous	Kitchen: Liquor, wines (Quantity: 4)		
Dallas Resources's Ranch - Eldorado, TX	Miscellaneous	Kitchen: Broom		
Dallas Resources's Ranch - Eldorado, TX	Miscellaneous	Kitchen: Cleaning Materials		
Dallas Resources's Ranch - Eldorado, TX	Furniture	Bedroom 1: Box spring and mattress		
Dallas Resources's Ranch - Eldorado, TX	Furniture	Bedroom 2: Box Spring and mattress		
Dallas Resources's Ranch - Eldorado, TX	Furniture	Bathrooms: Cabinets (Quantity: 2)		
Dallas Resources's Ranch - Eldorado, TX	Miscellaneous	Bathrooms: Shower Curtain (Quantity: 2)		

Dallas Resources's Ranch - Eldorado, TX	Miscellaneous	Bathrooms: Bath Mat (Quantity: 2)		
Dallas Resources's Ranch - Eldorado, TX	Miscellaneous	Bathrooms: Hair dryers (Quantity: 2)		
Dallas Resources's Ranch - Eldorado, TX	Miscellaneous	Bathrooms: Clothes Hampers (Quantity:2)		
Dallas Resources's Ranch - Eldorado, TX	Miscellaneous	Bathrooms: Linens (Quantity: 2)		
Dallas Resources's Ranch - Eldorado, TX	Furniture	Bathrooms: Mirrors (Quantity: 2)		
Dallas Resources's Ranch - Eldorado, TX	Furniture	Gun Safe (Quantity: 1)		
Dallas Resources's Ranch - Eldorado, TX	Personal Effects	Mens (Quantity: 2)		
Dallas Resources's Ranch - Eldorado, TX	Personal Effects	Womens (Quantity: 1)		
Dallas Resources's Ranch - Eldorado, TX	Appliances	Laundry Room: Washing Machine		
Dallas Resources's Ranch - Eldorado, TX	Appliances	Laundry Room: Dryer		
Dallas Resources's Ranch - Eldorado, TX	Furniture	Laundry Room: Cabinets		

Dallas Resources's Ranch - Eldorado, TX	Miscellaneous	Laundry Room: Vacuum cleaners		
Dallas Resources's Ranch - Eldorado, TX	Miscellaneous	Garage/basement/attic: Sprinklers/hoses (Quantity: 4)		
Dallas Resources's Ranch - Eldorado, TX	Miscellaneous	Garage/basement/attic : Garden tools and supplies (Quantity: 4)		
Dallas Resources's Ranch - Eldorado, TX	Miscellaneous	Garage/basement/attic: Ladder		
Dallas Resources's Ranch - Eldorado, TX	Furniture	Porch/Patio/deck: Chairs (Quantity: 2)		
Dallas Resources's Ranch - Eldorado, TX	Furniture	Porch/Patio/deck: Table		
Dallas Resources's Ranch - Eldorado, TX	Appliances	Porch/Patio/deck: Outdoor cooking equipment (Quantity: 2)		
Dallas Resources's Ranch - Eldorado, TX	Furniture	Bedroom 2: Bed and Headboard		Purchased 2016
Dallas Resources's Ranch - Eldorado, TX	Appliances	Laundry Room: Vacuum cleaners (Quantity : 2)		Purchased 2019

Graham Office	Miscellaneous	1" Red Binders with ArcoOil and Barron Petroleum Business Records (Quantity: 31)		
Graham Office	Miscellaneous	1" Binders with ArcoOil and Barron Petroleum Business Records (Quantity: 4 (black) and 1 (lime green))		
Graham Office	Miscellaneous	2" Purple Binder		Labeled "Equipment List for Insurance"
Graham Office	Electronics	Acer Aspire Computer Tower	DTBEOAA00102100A964800	
Graham Office	Electronics	APC Backup Battery Surge (Back UPS-450)	9B1915A07847	
Graham Office	Electronics	Dell Laptop – Inspiron Model	CQ62DL2	
Graham Office	Electronics	Dell Power Edge T30 Server	CN-0642XY-WS200-87M-A0AJ	
Graham Office	Electronics	HPE Office Connect 1820 Series Switch	TW95GMZ35F	
Graham Office	Miscellaneous	Banker boxes with ArcoOil and Barron Petroleum Business records (Quantity: 10)		
Graham Office	Miscellaneous	Baskets with ArcoOil and Barron Petroleum Business Records (Quantity: 2 (lime green), 2 (dark green), 1 (gray))		
Graham Office	Miscellaneous	2" Aqua Binders (Quantity: 3)		Names on binders: (1) "Equip"; (2) "Timesheets"; (3) "January-December 2018 Bank Statements"

Graham Office	Miscellaneous Documents	1" Black Binder - "Leading Edge Energy LLC Jan-Dec 2018 Bank Statements"		
Graham Office	Miscellaneous Documents	1" Red Binders with ArcoOil and Barron Petroleum Business Records (quantity: 3)		Labeled: "Inventory-Electra"; "Texas Auto Repair Bank Statement"; and "Bank Statements"
Graham Office	Miscellaneous Documents	2" Pink Binder labeled "Dallas Resources Bank Statements"		
Graham Office	Electronics	Lenovo Ideacentre Computer Tower	MJ072JUZ	
Graham Office	Electronics	Lenovo Ideacentre Computer Tower	MJ0BAFDB	
Graham Office	Electronics	PNY Thumbdrive (Orange)	10.0.18362.1350	
Graham Office	Electronics	WD Elements Drive (Black)	WX81AB8E8DJL	
Graham Residence	Electronics	SDXC Card 64 GB		
Graham Residence	Electronics	San Disk Ultra 16 GB		
Graham Residence	Electronics	Old Blackberry (Silver)		
Graham Residence	Electronics	Old Samsung Cellphone	Model: SGH-1337M IMEI: 359367/05/535979/8 S/N: RV8G11BK2TE	Missing battery but appears to have SIM card
Graham Residence	Electronics	Old Iphone (silver)	Model: A1428 FCC ID: BCG-E2599A IMEI:013435008856208	No SIM card
Graham Residence	Electronics	Old Iphone		
Graham Residence	Electronics	Amazon Fire HD 6 Tablet (4th Gen.)	Model: PW98VM FCC ID: 2AB08 Serial Number: 00DA 0807 4464 0B2F	
Graham Residence	Electronics	Data Traveler 2GB Flash Drive		

Graham Residence	Jewelry	Rolex Watches (quantity: 2)		
Graham Residence	Collectibles	Brown wood box with Coin Collection		
Graham Residence	Jewelry	Versace sunglasses still in box		
Graham Residence	Jewelry	Gucci Sunglasses		
Graham Residence	Firearm	Gun (not yet identified)		
Graham Residence	Miscellaneous	Brown moving box full of ArcoOil, Barron Petroleum, and Sahota records		
Graham Residence	Electronics	San Disk Edge 8Gb		
Graham Residence	Electronics	Televisions and kitchen appliances		More detailed inventory in progress
Heartland FW Office	Miscellaneous	6 boxes and 9 white gifts bags of Heartland Group marketing materials		The materials include various pens, branded clothing, notebooks, framed images of wells and other marketing items
Heartland FW Office	Miscellaneous	2 key cards		
Heartland FW Office	Miscellaneous	Key ring with 6 keys on it		
Heartland FW Office	Electronics	Windows Surface Pro	Serial Number: 13274603353 Model Number: 1866 Mfg Year: 2020	Kristine
Heartland FW Office	Electronics	Windows Surface Pro	Serial Number: 33213293553 Model Number: 1866 Mfg Year: 2020	Kody
Heartland FW Office	Electronics	Computer	Serial Number: MCYB5P2KSWGNO11192100612 Model Number: AMD RYZEN 5	

Heartland FW Office	Electronics	Black Flash Drive	Model Number: CCAI16LP1210T7	
Heartland FW Office	Electronics	Windows Laptop	Serial Number: 64076593857 Model Number: 1873	Brunson; color: black; has power cord with it
Heartland FW Office	Electronics	ROG Rapture GT-AX11000 802.1 ax Tri-Band Gaming Router	n/a	
Heartland FW Office	Electronics	Iphone (black)		Kristine
Heartland FW Office	Electronics	Samsung Galaxy Note 10		Wes
Heartland FW Office	Electronics	Samsung Galaxy A10e	Model Number: SM-A102U Serial Number: RF8N102DERT IMEI: 3537 5611 1105 250	Heartland Phone
Heartland FW Office	Electronics	Samsung Galaxy Phone	IMIE: 353756111863320	Color: Blue
Heartland FW Office	Electronics	60" Samsung TV		
Heartland FW Office	Electronics	Office C: Computer Monitors (Quantity: 2)		
Heartland FW Office	Electronics	Office C: Wireless keyboard & mouse		
Heartland FW Office	Electronics	Office C: Printer HP Envy 7155		
Heartland FW Office (Brunson Materials)	Miscellaneous	Wells Fargo RSA SecureId Device (Quantity: 2)		
Heartland FW Office (Brunson Materials)	Miscellaneous	Blue folder with Guatemala Spanish documents		
Heartland FW Office (Brunson Materials)	Miscellaneous	1 banker's box full of Heartland business records		

Heartland FW Office (Brunson Materials)	Electronics	San Disk Ultra USB 3.0	BP2105581644 SDCZ48	Digitized Well logs - storage unit boxes and some analysis of behind pipe production Panther City Carson
Heartland FW Office (Brunson Materials)	Electronics	Miscellaneous power cords (quantity 3)		
Heartland FW Office (Brunson Materials)	Electronics	Windows wireless mouse		
Heartland FW Office (Heartland Office)	Furniture	Conference Table		
Heartland FW Office (Heartland Office)	Furniture	Set of drawers		
Heartland FW Office (Heartland Office)	Furniture	Leather Couch	Anteks Home Furnishings; Product ID: 0127755-8-1; 8888L10 VACCLO	
Heartland FW Office (Heartland Office)	Furniture	Coffee Table (Rectangle)		
Heartland FW Office (Heartland Office)	Furniture	Brown Leather Chairs (Quantity: 2)	Kiannah Arm Chair 53004859	
Heartland FW Office (Heartland Office)	Furniture	Side Table		Modern criss cross metal base w/ black stone top
Heartland FW Office (Heartland Office)	Furniture	Blue Conference Table Chairs (Quantity: 12)		
Heartland FW Office (Heartland Office)	Furniture	Tall gold lamps (Quantity:2)	E475958; Portable Luminaire No. Q 06631067	

Heartland FW Office (Heartland Office)	Furniture	Coffee Table (uneven piece of wood)	IF10274X	Original Price: \$199.99 (price tag still on it)
Heartland FW Office (Heartland Office)	Furniture	Black Leather Chairs (Quantity: 7)	Christopher Club Chair Black 53051230	
Heartland FW Office (Heartland Office)	Furniture	Rolling Office Chair with silver details	P.O. No.: 648777 SKU No: 217-988/25327110	
Heartland FW Office (Heartland Office)	Furniture	Black Rolling Office Chairs (Quantity: 5)	P.O. No: 922020101 Item No.: 51418/VN SKU No.: 1700724	
Heartland FW Office (Heartland Office)	Furniture	Gold table lamps (Quantity: 7)	43A19 15-4047	
Heartland FW Office (Heartland Office)	Furniture	Blue table lamps (Quantity: 2)	17-3487-1-5025-64	
Heartland FW Office (Heartland Office)	Furniture	Office B: Large Desk		
Heartland FW Office (Heartland Office)	Furniture	Office B: Drawer Filing Cabinet (Quantity: 2)		
Heartland FW Office (Heartland Office)	Furniture	Office C: Desk		
Heartland FW Office (Heartland Office)	Furniture	Office C: Bookshelf		
Heartland FW Office (Heartland Office)	Furniture	Office D: Desk		
Heartland FW Office (Heartland Office)	Electronics	Office D: Benq computer monitors (Quantity: 2)		
Heartland FW Office (Heartland Office)	Furniture	Office D: Bookshelf		

Heartland FW Office (Heartland Office)	Furniture	Office E: Round table		
Heartland FW Office (Heartland Office)	Electronics	Office E: Samsung TV		
Heartland FW Office (Heartland Office)	Furniture	Office E: bookshelf		
Heartland FW Office (Heartland Office)	Furniture	Office E: drawer filing cabinet (Quantity: 2)		
Heartland FW Office (Heartland Office)	Furniture	Office E: Gray Brown Chairs (Quantity: 2)		
Heartland FW Office (Heartland Office)	Appliances	Kitchen: Refrigerator		
Heartland FW Office (Heartland Office)	Electronics	Kitchen: Brother's printer		
Heartland FW Office (Heartland Office)	Electronics	Kitchen: Shredder		
Heartland FW Office (Heartland Office)	Furniture	Office F: Bookshelf		
Heartland FW Office (Heartland Office)	Furniture	Office F: Desk		
Heartland FW Office (Heartland Office)	Electronics	Office F: Speakers (quantity: 2)		
Heartland FW Office (Heartland Office)	Electronics	Office F: Benq Computer Monitors (quantity: 2)		
Heartland FW Office (Heartland Office)	Electronics	Office F: Wireless headphones		
Heartland FW Office	Electronics	Office F: Wireless keyboard and mouse		

(Heartland Office)				
Heartland FW Office (Heartland Office)	Electronics	Office F: Brother's printer HL-L23000		
Heartland FW Office (Heartland Office)	Furniture	Office G: Bookshelf		
Heartland FW Office (Heartland Office)	Furniture	Office G: Desk		
Heartland FW Office (Heartland Office)	Electronics	Office G: Benq Computer Monitors (Quantity: 2)		
Heartland FW Office (Heartland Office)	Electronics	Office G: Speakers (Quantity: 2)		
Heartland FW Office (Heartland Office)	Electronics	Office G: Wireless keyboard and mouse		
Heartland FW Office (Heartland Office)	Electronics	Office G: docking station		
Ikey Party	Electronics	Remarkable device with charger		
San Angelo Home	Electronics	Samsung tablet	359066091366276	Black
San Angelo Home	Electronics	Apple iPad	GG7VV06YHLJK	White/Silver
San Angelo Home	Electronics	Acer Aspire One small computer	LUSDJ0D14503481EF31601	Black
San Angelo Home	Electronics	Apple iPhone	352066062348821	White with pink case
San Angelo Home	Electronics	Samsung tablet	R9WN70YW2GJ	black
San Angelo Home	Electronics	Samsung tablet	R9WNC0ZCK0J	grey
San Angelo Home	Jewelry	Jewelry from wedding was a gift and the original cost is unknown		
San Angelo Home	Furniture	Family Room: Desk		
San Angelo Home	Furniture	Family Room: Exercise Bike		Purchased 2021

San Angelo Home	Furniture	Bedroom 1: Bed and Headboard		Purchased 2016
San Angelo Home	Furniture	Bedroom 1: Box spring and mattress		Purchased 2019
San Angelo Home	Furniture	Bedroom 1: Chests		Purchased 2016
San Angelo Home	Decorations	Bedroom 1: Blankets, quilts		Purchased 2010-2020
San Angelo Home	Decorations	Bedroom 1: Linens		Purchased 2010-2020
San Angelo Home	Furniture	Bedroom 2: Box Spring and mattress		Purchased 2019
San Angelo Home	Furniture	Bedroom 2: Dressers		Purchased 2016
San Angelo Home	Decorations	Bedroom 2: Blankets, quilts		Purchased 2010-2020
San Angelo Home	Decorations	Bedroom 2: Linens		Purchased 2010-2020
San Angelo Home	Decorations	Bathrooms: Shower Curtain (Quantity: 2)		
San Angelo Home	Decorations	Bathrooms: Bath Mat (Quantity: 3)		
San Angelo Home	Decorations	Bathrooms: Linens (Quantity: 3)		
San Angelo Home	Decorations	Bathrooms: Bath Sets (Quantity: 3)		
San Angelo Home	Decorations	Bathrooms: Medicine		
San Angelo Home	Decorations	Bathrooms: Hair dryers (Quantity: 2)		
San Angelo Home	Decorations	Bathrooms: Curling Irons (Quantity: 2)		
San Angelo Home	Decorations	Bathrooms: Razor		
San Angelo Home	Decorations	Bathrooms: Clothes Hampers (Quantity: 3)		
San Angelo Home	Decorations	Bathrooms: Scale		
San Angelo Home	Decorations	Bathrooms: Toiletries (Quantity: 3)		
San Angelo Home	Furniture	Home Office: Chair		Purchased 2019
San Angelo Home	Electronics	Sunny's Apple iPhone	Unknown	white with black otterbox case
San Angelo Home	Electronics	Samsung Galaxy	Unknown	black with sea foam green otterbox case
San Angelo Home	Furniture	Home Office: Table		

San Angelo Home	Appliances	Laundry Room: Washing Machine		Purchased 2019
San Angelo Home	Appliances	Laundry Room: Dryer		Purchased 2019
San Angelo Home	Appliances	Laundry Room: Iron		Purchased 2019
San Angelo Home	Furniture	Laundry Room: Ironing Board		Purchased 2019
San Angelo Home	Appliances	Laundry Room: Sewing Machine		Purchased 2019
San Angelo Home	Appliances	Laundry Room: Fan		Purchased 2019
San Angelo Home	Miscellaneous	Garage/Basement/Attic: Sports Equipment		Purchased 2017-2020
San Angelo Home	Miscellaneous	Garage/Basement/Attic: Toys and Games (Quantity: 4 boxes)		Purchased 2017-2020
San Angelo Home	Tools	Garage/Basement/Attic: Power and Hand tools (Quantity: 2 boxes)		Purchased 2010-2020
San Angelo Home	Tools	Garage/Basement/Attic: shovel		Purchased 2019
San Angelo Home	Tools	Garage/Basement/Attic: Spreaders		Purchased 2020
San Angelo Home	Tools	Garage/Basement/Attic: sprinklers/hoses (Quantity: 5)		Purchased 2010-2020
San Angelo Home	Tools	Garage/basement/attic : Garden tools and supplies (Quantity: 10)		Purchased 2010-2020
San Angelo Home	Decorations	Garage/basement/attic : Holiday Decorations (Quantity: 2)		Purchased 2010-2020
San Angelo Home	Tools	Garage/basement/attic : Ladder (Quantity: 10)		Purchased 2016
San Angelo Home	Furniture	Porch/Patio/deck: Chairs (Quantity: 2)		
San Angelo Home	Furniture	Porch/Patio/deck: Table		
San Angelo Home	Appliances	Porch/Patio/deck: Outdoor cooking equipment (Quantity: 2)		
San Angelo Home	Decorations	Porch/Patio/Deck: Plant/Planters (Quantity: 4)		
San Angelo Home	Appliances	Kitchen: Stove and range hood		Purchased 2019
San Angelo Home	Appliances	Kitchen: Microwave Oven		Purchased 2019

San Angelo Home	Appliances	Kitchen : Refrigerator		Purchased 2019
San Angelo Home	Appliances	Kitchen: Freezer		Purchased 2019
San Angelo Home	Appliances	Kitchen: Dishwasher		Purchased 2019
San Angelo Home	Appliances	Kitchen: Electrical Appliances (Quantity: 5)		Purchased 2019
San Angelo Home	Miscellaneous	Kitchen: Pots and Pans (Quantity: 20)		Purchased 2015-2020
San Angelo Home	Miscellaneous	Kitchen: Silverware (Quantity: 2)		Purchased 2015-2020
San Angelo Home	Miscellaneous	Kitchen: Kitchen Utensils (Quantity: 20)		Purchased 2015-2020
San Angelo Home	Miscellaneous	Kitchen: Dishes (Quantity: 40)		Purchased 2015-2020
San Angelo Home	Miscellaneous	Kitchen: Glasses (Quantity: 40)		Purchased 2015-2020
San Angelo Home	Miscellaneous	Kitchen: Liquor, wines (Quantity: 40)		Purchased 2015-2020
San Angelo Home	Furniture	Dining Room: Table		Purchased 2015
San Angelo Home	Furniture	Dining Room: Chairs (Quantity:6)		Purchased 2016
San Angelo Home	Furniture	Living Room: Sofa		Purchased 2019
San Angelo Home	Furniture	Living Room: Chair		Purchased 2019
San Angelo Home	Furniture	Gun Safe (Quantity: 1)		
San Angelo Home	Furniture	Living Room: Ottomans		Purchased 2019
San Angelo Home	Decorations	Living Room: Table Accessories		Purchased 2019
San Angelo Home	Decorations	Living Room: Clock		Purchased 2017
San Angelo Home	Decorations	Living Room: Mirror		Purchased 2017
San Angelo Home	Decorations	Living Room: Pillows (Quantity: 10)		Purchased 2019
San Angelo Home	Decorations	Living Room: Pictures, Decorations (Quantity: 5)		Purchased 2010-2020
San Angelo Home	Electronics	Samsung Galaxy	Unknown	Black with black otterbox case
San Angelo Home	Electronics	Samsung Galaxy	354904080530376	Blue
San Angelo Home	Electronics	Seagate Backup Plus Portable Drive	NA9SCH6Y	black

San Angelo Home	Electronics	Home Office: Computer		
San Angelo Home	Electronics	Home Office: Printer		
San Angelo Home	Electronics	Living Room Home Theater or Stereo		Purchased 2019
San Angelo Home	Electronics	Living Room: Gaming System		Purchased 2021
Graham Residence	Furniture	Kitchen - Table		
Graham Residence	Furniture	Kitchen - Chairs (Quantity: 4)		
Graham Residence	Appliances	Lighting Fixtures (Quantity: 2)		
Graham Residence	Appliances	Stove and Range Hood		
Graham Residence	Appliances	Microwave		
Graham Residence	Appliances	Refrigerator/Freezer		
Graham Residence	Appliances	Dishwasher		
Graham Residence	Miscellaneous	Pots and Pans (appx. 9)		
Graham Residence	Miscellaneous	Silverware (Mismatched set with appx 12 place settings)		
Graham Residence	Miscellaneous	Dishes (12 person set)		
Graham Residence	Miscellaneous	Wine (2 bottles)		
Graham Residence	Appliances	Vacuum Cleaner		
Graham Residence	Appliances	Toaster		
Graham Residence	Appliances	Air Fryer		
Graham Residence	Toy/Collectible	Car Figurines (Quantity: 12)		
Graham Residence	Toy/Collectible	Ducati Motorcycle Figurine		
Graham Residence	Toy/Collectible	Metal bike figurine		
Graham Residence	Miscellaneous	Teacup (Appx. 12)		
Graham Residence	Furniture	Living Room - Sofa (Quantity 2)		
Graham Residence	Furniture	Living Room - Recliner		

Graham Residence	Furniture	Living Room - Chairs (Quantity 3)		
Graham Residence	Furniture	Living Room - Coffee Table		
Graham Residence	Electronics	Living Room - Samsung TV		
Graham Residence	Miscellaneous	Living Room - Broom		
Graham Residence	Miscellaneous	Living Room - Men's shoes (1 pair)		
Graham Residence	Furniture	Bedroom 1- Twin Bed box spring and mattress		
Graham Residence	Furniture	Bedroom 1- Rolling Office Chairs (Quantity 3)		
Graham Residence	Miscellaneous	Various Men's Clothing		
Graham Residence	Miscellaneous	Bedroom 1 - Diving Gear (Quantity 3 sets)		
Graham Residence	Miscellaneous	Bedroom 1 - Boxes of paperwork and other (Quantity 2)		
Graham Residence	Furniture	Bedroom 2 - Queen box spring and mattress		
Graham Residence	Furniture	Bedroom 2 - Bedside Table		
Graham Residence	Electronics	Bedroom 2 - Philips TV		
Graham Residence	Miscellaneous	Bedroom 2 - Storage bin with miscellaneous personal belongings (Quantity 4)		
Graham Residence	Instrument	Bedroom 2 - Epiphone guitar		
Graham Residence	Miscellaneous	Bedroom 2 - Miscellaneous Men's clothing		
Graham Residence	Miscellaneous	Bedroom 2 Bathroom - Shower curtain		
Graham Residence	Miscellaneous	Bedroom 2 Bathroom - Blow Dryer		
Graham Residence	Miscellaneous	Bedroom 2 Bathroom - Mirror		
Graham Residence	Furniture	Master Bedroom - King box spring and mattress		
Graham Residence	Furniture	Master Bedroom - Bedside Table		
Graham Residence	Miscellaneous	Master Bedroom - Storage Bin		

Graham Residence	Miscellaneous	Master Bedroom - 1 bottle of 1.75 L Bombay Sapphire		
Graham Residence	Electronics	Master Bedroom - LG Television		
Graham Residence	Furniture	Bedroom 3 - Queen box spring and mattress (Quantity 2)		
Graham Residence	Electronics	Bedroom 3 - Onn TV		
Graham Residence	Miscellaneous	Bedroom 3 - Miscellaneous Men's clothing		
Graham Residence	Miscellaneous	Bedroom 3 - MSA Explosimeter		
Graham Residence	Miscellaneous	Bedroom 3 Bathroom - Towels		
Graham Residence	Miscellaneous	Bedroom 3 Bathroom - Shower curtain		
Graham Residence	Furniture	Master Bathroom - Cabinet		
Graham Residence	Miscellaneous	Master Bathroom - Shower Curtain		
Graham Residence	Miscellaneous	Master Bathroom - Miscellaneous Men's clothing		
Graham Residence	Miscellaneous	Master Bathroom - Storage Box		
Graham Residence	Miscellaneous	Master Bathroom - Laundry Hamper		
Graham Residence	Miscellaneous	Master Bathroom - Set of Towels		
Graham Residence	Appliances	Washing Machine (Whirlpool)		
Graham Residence	Appliances	Dryer (Whirlpool)		
Graham Residence	Furniture	Cabinet		
Graham Residence	Electronics	Balcony - Vizio TV		
Graham Residence	Furniture	Balcony - Folding Chair		
Graham Residence	Furniture	Front Porch - Outdoor table and chair set (1 table/2 chairs)		
Graham Residence	Miscellaneous	Upstairs Linen Closet - Extra Bedding		
Graham Residence	Tool	Upstairs Linen Closet - Vacuum		

Graham Office	Electronics	HP Color Laser Jet Pro MFP M281fdw		
Graham Office	Electronics	Fax Machine - ES-500WR		
Graham Office	Miscellaneous	Office Supplies		
Graham Office	Furniture	Desks (Quantity 7)		
Graham Office	Electronics	Dell Computer Monitors (Quantity 2) plus keyboard		
Graham Office	Electronics	Yealink phone (Quantity 4)		
Graham Office	Decoration	Metal Welcome Oil Rig Sign on Wall		
Graham Office	Furniture	Large wooden cabinet filled with office supplies		
Graham Office	Furniture	Rolling Office Chair (Quantity 6)		
Graham Office	Furniture	4 drawer beige filing cabinets (Quantity 2)		
Graham Office	Furniture/Appliance	Indoor Electric Fireplace (Quantity 2)		
Graham Office	Electronics	Vtech Phone		
Graham Office	Office Equipment	Printer - HP Laser Jet Pro M404n		
Graham Office	Electronics	Computer Monitor (Quantity 2)		
Graham Office	Office Equipment	Logitech keyboard (quantity 1)		
Graham Office	Furniture	Black 2 drawer filing cabinet (Quantity 2)		
Graham Office	Furniture	Bathroom Cabinet		
Graham Office	Appliances	Refrigerator/Freezer		
Graham Office	Appliances	Keurig		
Graham Office	Furniture	Dining Chairs (Quantity 2)		
Graham Office	Appliances	Microwave (Frigidaire)		
Graham Office	Office Equipment	HP Photosmart Printer		
Graham Office	Appliances	Water Dispenser		
Graham Office	Office Equipment	Presentation Board		
Graham Office	Furniture	Locking 4 drawer filing cabinet (Quantity 2)		

Graham Office	Furniture	Black 4drawer filing cabinet		
Graham Office	Furniture	Black 3 drawer filing cabinet (Quantity 3)		
Graham Office	Furniture	Bookshelf (Quantity 2		
Graham Office	Furniture	Cabinet with two drawers		
Graham Office	Furniture	Gray/Beige 4 drawer filing cabinet (Quantity 3)		
Graham Office	Electronics	Samsung Computer monitors (Quantity 4)		
Graham Office	Office Equipment	Logitech wireless keyboard and mouse (quantity 2)		
Graham Office	Electronics	Epson ES-500WR		
Graham Office	Electronics	Printer MFC -L 8900 CDW		
Graham Office	Furniture	Extra wide beige 4 drawer filing cabinet		
Graham Office	Furniture	Leather Arm Chair		
Graham Office	Furniture	Brown 3 drawer filing cabinet		
Graham Office	Electronics	Brother Printer MFC-9340CDW		
Graham Office	Office Equipment	Cabinet full of old landline phones		
Graham Office	Office Equipment	Ativa Shredder		
Graham Office	Office Equipment	Swingline 67 Electric Stapler		

RCO Centralized Mail
Mail Code LA4-7300
700 Kansas Lane
Monroe, LA 71203-4774

12/23/2021

DANIELLE RUSHING
DYKEMA GOSSETT PLLC
112 E PECAN STREET, SUITE 1800
SAN ANTONIO, TX 78205

NOTICE OF ADDRESS CHANGE: Please note that as of August 2, 2021, all mail previously managed in our Indianapolis, IN, or Fort Worth, TX, facility will be managed by our centralized mail processing team in Monroe, LA.

Please update your mailing address records to the following:

RCO Centralized Mail
Mail Code: LA4-7300
700 Kansas Lane
Monroe, LA 71203-4774

Should you have questions regarding this Notice of Change, please contact us at 1-844-751-7728. We accept operator relay calls.

Case Name: UNITED STATES SECURITIES V. THE HEARTLAND GROUP VENTURES, LLC GHEARTLAND PRODUCTION AND RECOVERY LLC; HEARTLAND PRODUCTION AND RECOVERY FUNDS LLC; HEARTLAND PRODUCTION AND RECOVERY FUND II LLC; THE HEARTLAND GROUP FUND III, LLC; HEARTLAND DRILLING FUND LLP, CARSON OIL FIELD DEVELOPMENT FUND II, LP; ALTERNATIVE OFFICE SOLUTIONS, LLC; ARCOIL CORP; BARRON PETROLEUM LLC, JAMES IKEY; JOHN MURATURE; THOMAS BRAD PEARSEY; MANJIT SINGH (AKA ROGER) SAHOTA AND RUSTIN BRUNSON AND DODSON PRAIRIE OIL & GAS LLC, ET AL.

Case No.: 4:21-cv-01310-O

JPMorgan Chase File No.: SB1288461-F1

Dear Sir/Madam:

Here is the information that fulfills your request on the matter referenced above.

If you have questions, please call us at 1-844-751-7728; we accept operator relay calls. We're here to help Monday through Friday from 8:30 a.m. to 7:00 p.m. Eastern Time. Please know that we are only able to provide a status of this request. We can't verbally disclose further information related to the records and/or information provided.

Please notify our office immediately of any email address changes to avoid electronic delivery delays for future productions.

Sincerely,

Leah Lucas
Operations Manager, VP
Chase Customer Service

JPMorgan Chase Bank, N.A. Member FDIC
SUBP17

DECLARATION

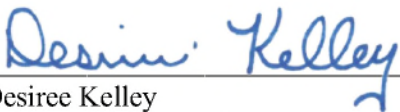
Case No. : 4:21-cv-01310-O

Desiree Kelley, certifies and declares as follows:

1. I am over the age of 18 years and not a party to this action.
2. My business address is 14800 Frye Road, Fort Worth, Texas 76155.
3. I am a Transactions Specialist III and Custodian of Records for JPMorgan Chase Bank, N.A. (hereinafter referred to as the "Bank") in the National Subpoena Processing Department located in Fort Worth, Texas.
4. Based on my knowledge of the Bank's business records practices and procedures, the enclosed records are a true and correct copy of the original documents kept by the Bank in the ordinary course of business.
5. Based on my knowledge of the Bank's business records practices and procedures, the records were made at or near the time of the occurrence of the matters set forth in the records by, or from information transmitted by a person with knowledge of those matters.
6. It is the regular practice of the Bank to make such a record of transactions in the ordinary course of business.

I declare under penalty of perjury, under the laws of the State of Texas, that the foregoing is true and correct.

Dated: 12/23/2021

By: 
Desiree Kelley
Transactions Specialist III
JPMORGAN CHASE BANK, N.A.

SB1288461-F1

SUBP52a

CHASE
 JPMorgan Chase Bank, N.A.
 P O Box 182051
 Columbus, OH 43218 - 2051

February 01, 2020 through February 28, 2020
 Account Number: ██████████ **5581**

00000190 DRI 702 211 06020 NNNNNNNNNN 1 000000000 64 0000
 ARCOOIL CORP
 1685 H ST STE 38692
 BLAINE WA 98230-5110

CUSTOMER SERVICE INFORMATION

Web site: **Chase.com**
 Service Center: **1-800-242-7338**
 Deaf and Hard of Hearing: **1-800-242-7383**
 Para Espanol: **1-888-622-4273**
 International Calls: **1-713-262-1679**



CHECKING SUMMARY

Chase Total Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$45,337.03
Deposits and Additions	5	209,821.82
Checks Paid	40	-50,872.65
ATM & Debit Card Withdrawals	25	-7,750.01
Electronic Withdrawals	32	-84,224.10
Fees	7	-48.97
Ending Balance	109	\$112,263.12

DEPOSITS AND ADDITIONS



Total Deposits and Additions **\$209,821.82**

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
18 ^		02/10	\$32.15
2242 * ^		02/21	881.61
30597 * ^		02/19	1,030.80
30651 * ^		02/05	125.00
30655 * ^		02/04	181.85
30726 * ^		02/05	14,000.00
30727 ^		02/03	4,598.97



February 01, 2020 through February 28, 2020

Account Number: [REDACTED] 5581

CHECKS PAID (continued)

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
30728 ^		02/03	80.00
30729 ^		02/03	30.84
30730 ^		02/03	507.83
30731 ^		02/05	1,250.00
30734 * ^		02/06	3,250.00
30735 ^		02/25	1,825.00
30751 * ^		02/21	50.00
30752 ^		02/12	489.39
30753 ^		02/10	100.00
30755 * ^		02/07	648.00
30756 ^		02/10	67.35
30757 ^		02/12	86.79
30758 ^		02/12	2,699.98
30759 ^		02/18	5,300.00
30760 ^		02/18	8,000.00
30777 * ^		02/12	160.00
30778 ^		02/18	866.69
30779 ^		02/19	100.20
30782 * ^		02/18	181.05
30783 ^		02/20	543.42
30787 * ^		02/21	273.36
30792 * ^		02/21	273.36
30794 * ^		02/21	273.36
30805 * ^		02/21	36.45
30806 ^		02/21	36.45
30808 * ^		02/21	91.12
30810 * ^		02/24	181.85
30811 ^		02/25	372.63
30812 ^		02/25	465.00
30813 ^		02/26	164.00
30815 * ^		02/25	197.71
30827 * ^		02/28	977.63
30836 * ^		02/28	442.81
Total Checks Paid			\$50,872.65

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements.

^ An image of this check may be available for you to view on Chase.com.

ATM & DEBIT CARD WITHDRAWALS

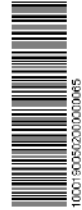
DATE	DESCRIPTION	AMOUNT
[REDACTED]	[REDACTED]	[REDACTED]



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 Account Number: [REDACTED] 5581

ATM & DEBIT CARD WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
[REDACTED]		
02/28	Card Purchase 02/27 Zales #283 Dallas TX Card 9025	3,036.39
Total ATM & Debit Card Withdrawals		\$7,750.01



ATM & DEBIT CARD SUMMARY

Harprit K Sahota Card 4992		
	Total ATM Withdrawals & Debits	\$0.00
	Total Card Purchases	\$1,102.80
	Total Card Deposits & Credits	\$0.00
Mandeep Kaur Sahota Card 6326		
	Total ATM Withdrawals & Debits	\$0.00
	Total Card Purchases	\$1,105.39
	Total Card Deposits & Credits	\$0.00
Monrose S Sahota Card 9025		
	Total ATM Withdrawals & Debits	\$0.00
	Total Card Purchases	\$5,550.04
	Total Card Deposits & Credits	\$0.00
ATM & Debit Card Totals		
	Total ATM Withdrawals & Debits	\$0.00
	Total Card Purchases	\$7,758.23
	Total Card Deposits & Credits	\$0.00



February 01, 2020 through February 28, 2020
Account Number: [REDACTED] 5581

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
[REDACTED]		

Total Electronic Withdrawals \$84,224.10

FEES

DATE	DESCRIPTION	AMOUNT
[REDACTED]		

Total Fees \$48.97

The monthly service fee of \$12.00 was waived this period because you maintained a minimum daily balance of \$1,500.00 or more.

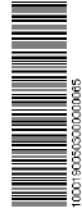
Chase Total Business Checking allows up to 100 debits, credits, and deposited items per statement period. Your transaction total for this statement period was 102 and excessive transaction fees were applied. If this level of activity is typical, please contact us so that we can explore other product options for your business.



February 01, 2020 through February 28, 2020
 Account Number: **00000200765581**

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
02/03	\$111,477.40	02/11	64,946.00	02/21	138,982.28
02/04	108,396.98	02/12	59,782.39	02/24	138,384.47
02/05	85,594.50	02/13	46,939.18	02/25	130,120.84
02/06	66,857.48	02/18	102,871.55	02/26	129,884.84
02/07	66,161.13	02/19	101,740.55	02/27	115,924.54
02/10	65,338.69	02/20	145,021.69	02/28	112,263.12



SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	97
Deposits / Credits	1
Deposited Items	4
Transaction Total	102

SERVICE FEE CALCULATION	AMOUNT
Service Fee	\$12.00
Service Fee Credit	-\$12.00
Net Service Fee	\$0.00
Excessive Transaction Fees (Above 100)	\$0.80
Total Service Fees	\$0.80

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.
 For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC

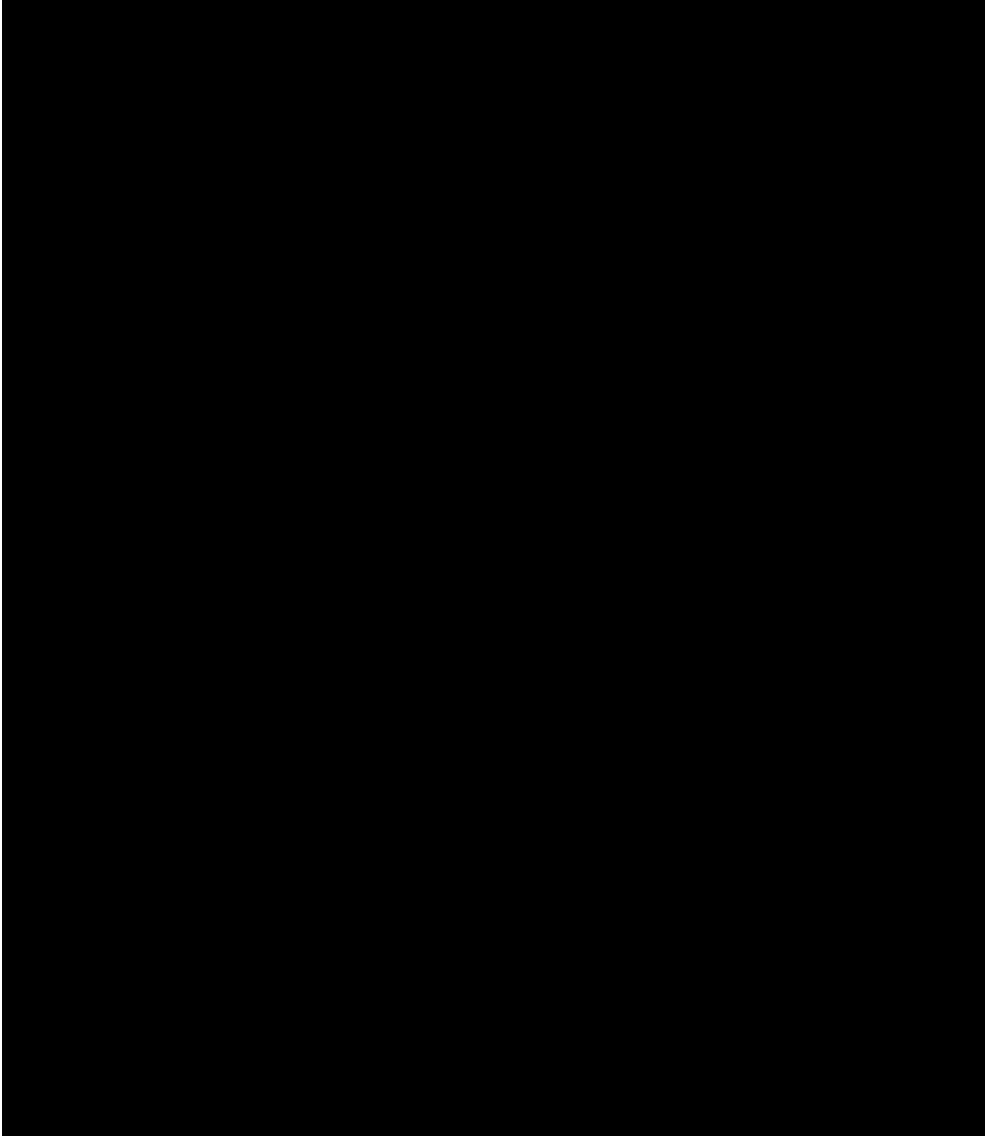


February 01, 2020 through February 28, 2020
Account Number: [REDACTED] 5581

IMAGES

ACCOUNT # [REDACTED] 5581

See both front and back images of cleared checks at Chase.com. If you're not enrolled in this free service, please enroll now.



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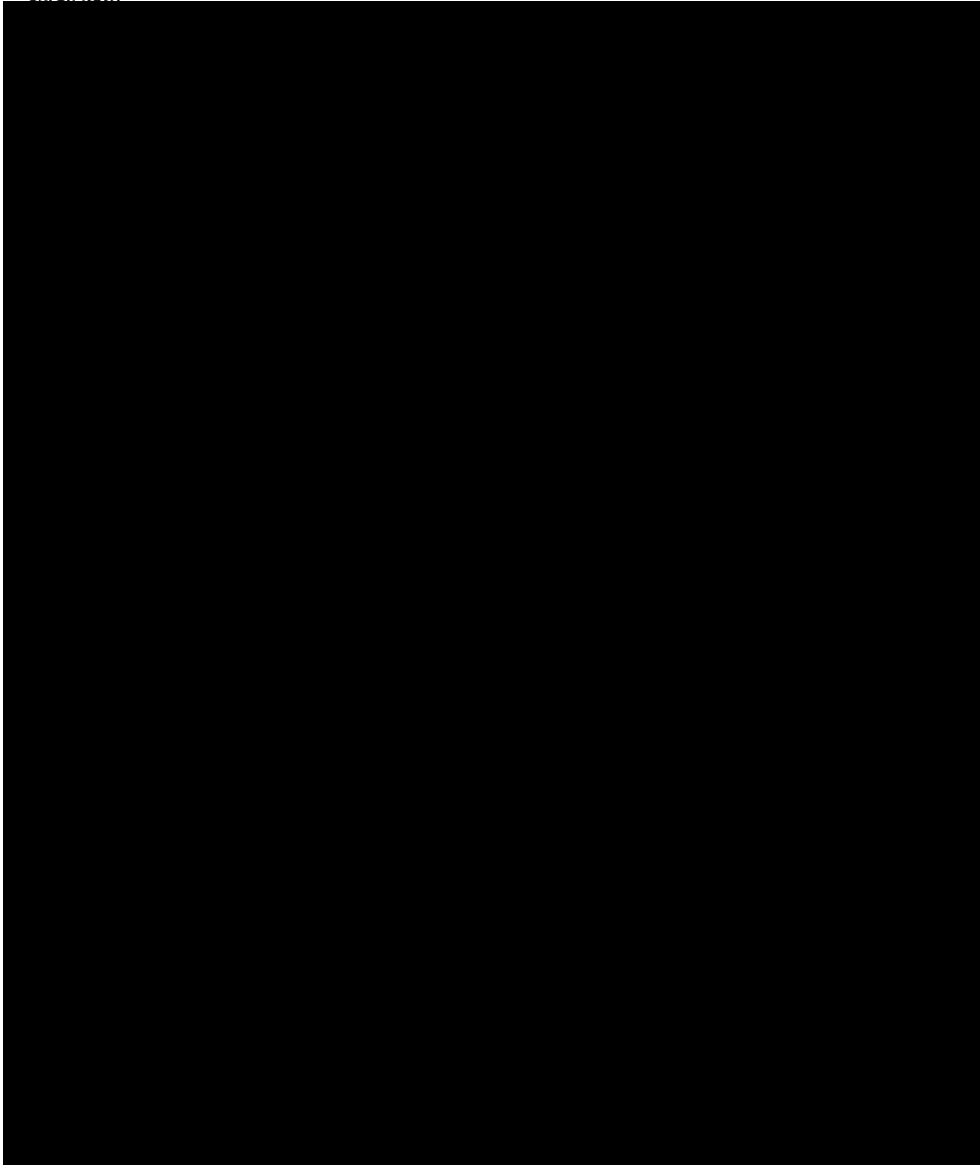


February 01, 2020 through February 28, 2020
Account Number: [REDACTED] 5581

IMAGES *(continued)*

ACCOUNT # [REDACTED] 5581

See both front and back images of cleared checks at Chase.com. If you're not enrolled in this free service, please enroll now.





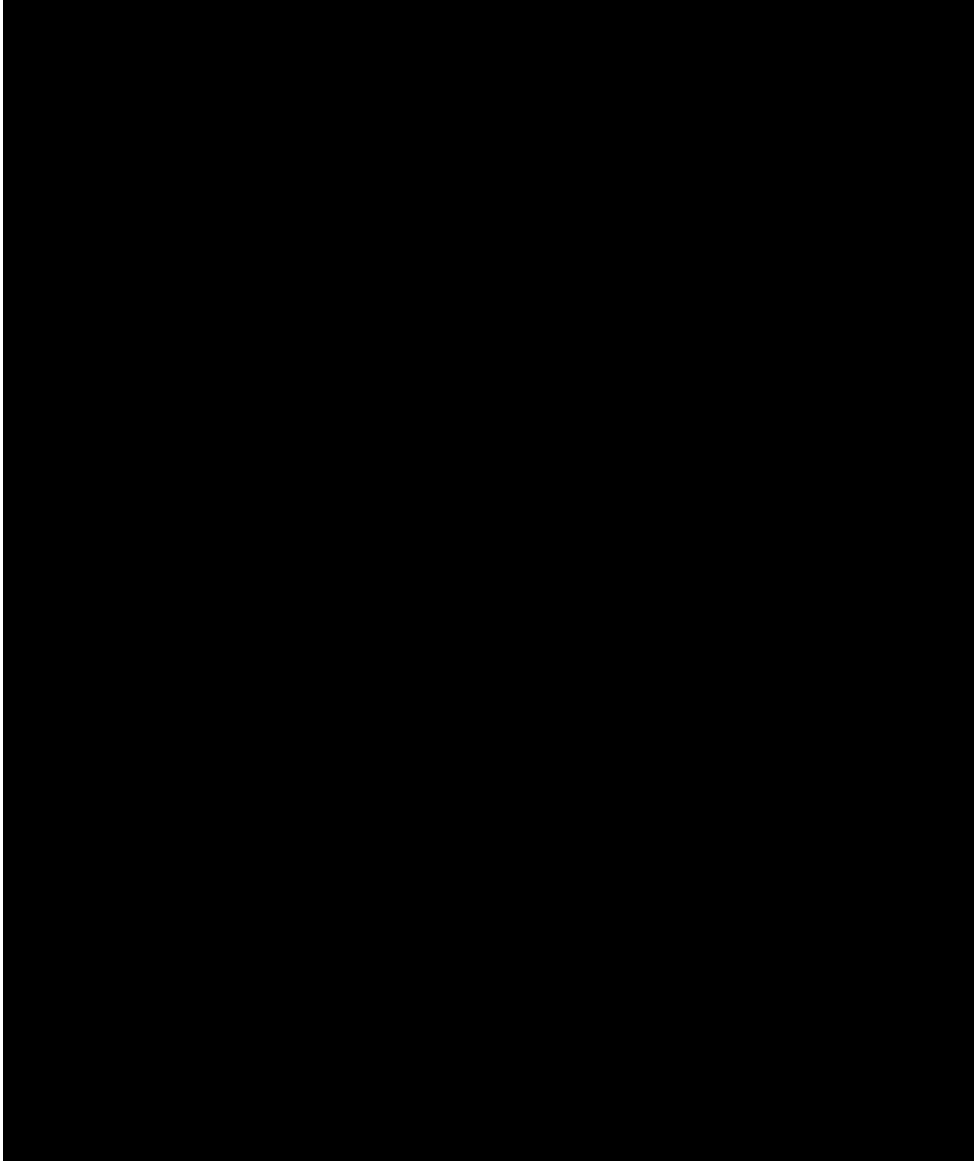
February 01, 2020 through February 28, 2020
Account Number: [REDACTED] 5581

IMAGES

(continued)

ACCOUNT # [REDACTED] 5581

See both front and back images of cleared checks at Chase.com. If you're not enrolled in this free service, please enroll now.



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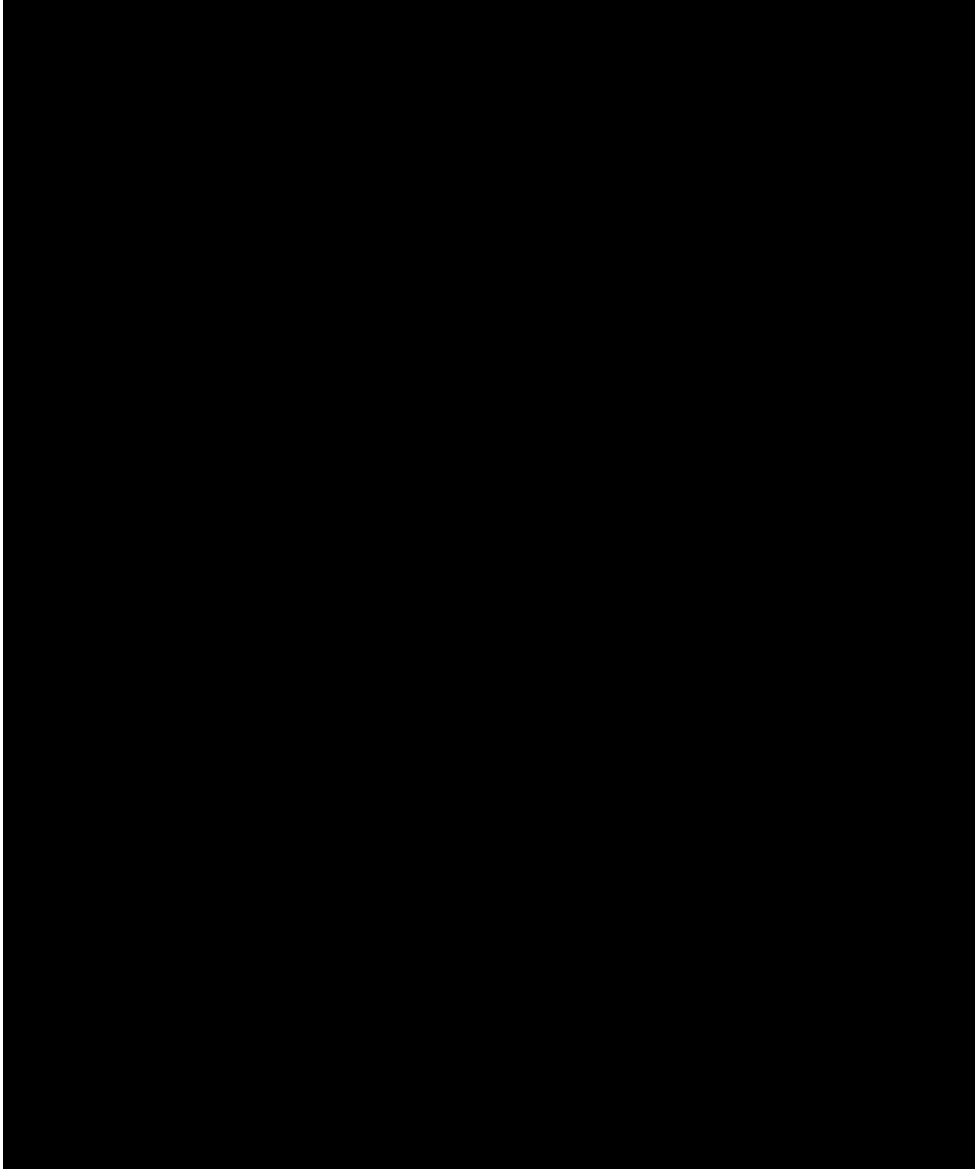
February 01, 2020 through February 28, 2020
Account Number: [REDACTED] 5581

IMAGES

(continued)

ACCOUNT # [REDACTED] 5581

See both front and back images of cleared checks at Chase.com. If you're not enrolled in this free service, please enroll now.





February 01, 2020 through February 28, 2020
Account Number: [REDACTED] 5581

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