

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
July 2014

Form must be Typed
Form must be Signed
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.

Check Applicable Boxes:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

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

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

_____ Sec. _____ Twp. _____ R. E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Type of Pit: Emergency Burn Settling Haul-Off Workover Drilling

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

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

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

Date: _____
Authorized Signature

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

Date: _____
Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

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

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Well Location:

____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West

County: _____

Lease Name: _____ Well #: _____

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

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: _____ Signature of Operator or Agent: _____ Title: _____

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, **JONES GAS CORPORATION**, whose address is 111 South Whittier, Suite 110, Wichita, KS 67207, hereinafter referred to as "Assignor", for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto **REDBUD ENERGY PARTNERS, LLC**, whose address is 16000 Stuebner Airline Road, Suite 320, Spring, TX 77379, hereinafter referred to as "Assignee", all of its right, title and interest in and to the oil and gas leases covering lands situated in Montgomery County, Kansas, described on **Exhibit "A"**, attached hereto, together with all rights incident thereto and the personal property thereon, appurtenant thereto, or obtained in connection therewith (the "Leases"), subject to the royalty interests of record.

SEE EXHIBIT "B" WELL LIST ATTACHED HERETO AND MADE A PART OF THIS ASSIGNMENT.

SEE EXHIBIT "C" AGREEMENTS LIST ATTACHED HERETO AND MADE A PART OF THIS ASSIGNMENT.

And for the same consideration, Assignor covenants with Assignee, its successors and assigns: That said Leases are valid and subsisting leases of the lands described in Exhibit "A"; that all rentals and royalties due hereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that Assignor is the lawful owner of the interest herein assigned in and to said Leases, estates, rights, and property, free and clear from all liens, encumbrances or adverse claims caused or created by Assignor. This assignment is made without warranty either express or implied as to:

- (a) title to the lands and leases subject hereto;
- (b) the quality, quantity, size, weight, suitability, fitness serviceability or recoverability of any tubing, casing, materials, machinery, equipment, or other fixtures or personal property to be sold, transferred and conveyed hereunder; and,
- (c) the performance, fitness or suitability of any well for the production of oil or gas, or the injection and disposal of salt water.

In further consideration of the interests conveyed hereunder, Assignee expressly agrees to:

- (i) assume, be responsible for, and perform at its sole risk and expense all liabilities, obligations and covenants of the lessee expressly contained in or arising by implication out of, the Leases and interests assigned;
- (ii) operate, plug and abandon all wells now or hereafter located upon the Leases assigned, in the manner of a prudent operator, and in strict accordance with the laws of the State of Kansas and the rules, regulations and orders of the Kansas Corporation Commission or other federal, state, and local governmental agencies or authorities having requisite Jurisdiction; and,
- (iii) protect, defend, indemnify, and hold Assignor, its employees, agents and representatives harmless from and against any and all claims, demands, loss, risk or expense of any nature whatsoever arising from the leases without limitation, those incident to or resulting from the plugging or failure to plug, and the abandonment of any well now or hereafter located upon the Leases, performance or nonperformance by Assignee of any of the terms, covenants, or obligations of the Leases, whether express or implied, the transportation, storage, containment and disposal of salt water or other deleterious substances, and the repair or removal of any material or equipment



✓

therefrom.

It is the intent of the Assignor herein to Assign to the said Assignee, all of its existing right, title and interest in and to the oil and gas leases, wells (and associated equipment and facilities), right of way easements and agreements located in Montgomery County, Kansas whether listed in the attached Exhibits or not. **Assignor also hereby assigns all of its right, title and interest in and to the gas gathering system known as the Jones Gas Corporation Sycamore Field Area Pipeline Gas Gathering System to said Assignee.**

The provisions of this assignment shall be binding upon, and inure to the benefit of the successors and assigns of Assignor and Assignee, and shall run with the lands and Leases subject hereto.

EXECUTED THIS 17th DAY OF NOVEMBER, 2017, to be effective as of November 1, 2017, at 7:00 a.m.

JONES GAS CORPORATION

By: *George R. Jones*
George R. Jones, President

AGREED TO AND ACCEPTED BY:

REDBUD ENERGY PARTNERS, LLC

By: *Thomas R. Kaetzer*
Thomas R. Kaetzer, President and CEO

ACKNOWLEDGMENT FOR A CORPORATION

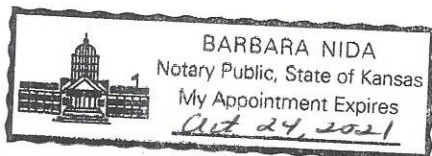
STATE OF KANSAS)
)SS:
SEDGWICK COUNTY)

Before me, the undersigned, a Notary Public, within and for said county and state, on this 17th day of November, 2017, personally appeared George R. Jones, President of Jones Gas Corporation, a Corporation in the State of Kansas, personally known to me to be the personal who executed as such officer the foregoing instrument of writing on behalf of said corporation and that he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Barbara Nida
Notary Public

My commission expires:



State of Kansas, Montgomery County
This instrument was filed for
Record on November 21, 2017 2:50 PM
Recorded in Book 665 Page 856 - 864
Fee: \$130.00 201703939



Marilyn Calhoun
Marilyn Calhoun, Register of Deeds

ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Harris)SS:

Before me, the undersigned, a Notary Public, within and for said county and state, on this 20th day of November, 2017, personally appeared Thomas R. Kaetzer, President and CEO of RedBud Energy Partners, LLC, a limited liability company in the State of Texas, personally known to me to be the person who executed as such officer the foregoing instrument of writing on behalf of said company and that he duly acknowledged the execution of the same for himself and for said company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Amy E. Ryan
Notary Public

My commission expires:



ATTACHED TO AND MADE A PART OF THE ASSIGNMENT, CONVEYANCE AND BILL OF SALE FROM JONES GAS CORPORATION TO REDBUD ENERGY PARTNERS, LLC.

Oil & Gas Lease dated November 22, 1989, executed by Joyce W. Miller, Conservator of the estate of Duane S. Miller, as lessor, to Stroud Oil Properties, Inc., as lessee, covering the East Half of the Northeast Quarter (E/2 NE/4) in Section 27, except a tract beginning at the SE/corner of the NE/4 NE/4 of said Section 27, thence north 40 rods to the center of the ravine, thence Southwesterly down center of said ravine to the center of Sycamore Creek, thence South-Southeasterly down center of said Sycamore Creek to where it crosses the East Line of said Section 27, thence North to place of beginning. The Northwest Quarter (NW/4) of Section 26, except a tract beginning 100 feet east of the NW/corner of the NW/4 of Section 26, thence East 1320 feet, thence South 330 feet, thence West 1320 feet, thence North 330 feet to point of beginning. All in **Township 31 South, Range 15 East**, Montgomery County, Kansas, and which lease was filed of record in November 27, 1989, in Book 108, Oil, Page 25 of the records in the office of the Register of Deeds of Montgomery County, Kansas.

Oil and Gas Lease dated June 23, 1989, executed by Steven D. Miller, Joyce R. Miller, his wife, Joyce R. Miller, as conservator for Duane S. Miller, a minor, as Lessors, to Stroud Oil Properties, Inc., as Lessee, covering the East Half of the Northeast Quarter (E/2 NE/4) in Section 27, except a tract beginning at the SE/corner of the NE/4 NE/4 of said Section 27, thence north 40 rods to the center of ravine, thence Southwesterly down center of said ravine to center of Sycamore Creek, thence South-Southeasterly down center of said Sycamore Creek to where it crosses the East Line of said Section 27, thence North to place of beginning. The Northwest Quarter (NW/4) of Section 26, except a tract beginning 100 feet east of the NW/corner of the NW/4 of Section 26, thence East 1320 feet, thence South 330 feet, thence West 1320 feet, thence North 330 feet to point of beginning. All in **Township 31 South, Range 15 East**, Montgomery County, Kansas, which lease was filed of record on July 21, 1989, in Book 107, Page 264 of the records in the office of the Register of Deeds of Montgomery County, Kansas.

Oil and Gas Lease dated November 22, 1989, executed by Joyce W. Miller, Conservator of the estate of Jonathan Edwin Miller, as lessor, to Stroud Oil Properties, Inc., as lessee, covering the West Half of the Southwest Quarter (W/2 SW/4) and the North 30 Acres of the East Half Southwest Quarter (No. 30 ac. of E/2 SW/4) in Section 26; and the East Half Southeast Quarter (E/2 SE/4) of Section 27, **Township 31 South, Range 15 East**, Montgomery County, Kansas, and which lease was filed of record on November 27, 1989, in Book 108 Oil, Page 24 of the records in the office of the Register of Deeds of Montgomery County, Kansas.

Oil and Gas Lease dated November 22, 1989, executed by Joyce W. Miller, Conservator of the estate of David Andrew Miller, as lessor, to Stroud Oil Properties, Inc., as lessee, covering the West Half of the Southwest Quarter (W/2 SW/4) and the North 30 Acres of the East Half Southwest Quarter (No. 30 Ac. of E/2 SW/4) in Section 26; and the East Half Southeast Quarter (E/2 SE/4) of Section 27, **Township 31 South, Range 15 East**, Montgomery County, Kansas, and which lease was filed of record on November 27, 1989, in Book 108 Oil, Page 23 of the records in the office of the Register of Deeds of Montgomery County, Kansas.

Oil and Gas Lease dated July 10, 1989, executed by Joe S. Miller, a/k/a Joseph S. Miller and Margaret A. Miller, his wife, Margaret A. Miller as Conservator for Jonathan Edwin Miller and David Andrew Miller, Minors, as Lessors, to Stroud Oil Properties, Inc. as lessee, covering the West Half of the Southwest Quarter (W/2 SW/4) and the North 30 acres of the East Half Southwest Quarter (No. 30 Ac. Of E/2 SW/4) of Section 26; and the East Half Southeast Quarter (E/2 SE/4) of Section 27, **Township 31 South, Range 15 East**, Montgomery County, Kansas, which lease was filed of record on July 21, 1989, in Book 107, Page 265 of the records in the office of the Register of Deeds of Montgomery County, Kansas.

EXHIBIT "A" (Page 2 of 4)

Oil and Gas Lease dated January 1, 1990, executed by Dolores E. Bean Living Trust, Dolores E. Bean, Trustee, as Lessor, to Stroud Oil Properties, Inc., as lessee, covering the West Half of the Northwest Quarter (W/2 NW/4) of Section 35; and the East Half of the Northeast Quarter (E/2 NE/4) of Section 34, **Township 31 South, Range 15 East**, Montgomery County, Kansas; and recorded in Book 108, of Oil, Page 108 of the records in the office of the Register of Deeds of Montgomery County, Kansas; as Ratified by Ratification of Oil and Gas Mining Lease dated May 25, 1990, executed by Dolores E. Bean, Trustee of the Dolores E. Bean Revocable Trust dated June 30, 1981, and recorded in Book 108 of Oil, Page 253 of the records in the office of the Register of Deeds of Montgomery County, Kansas.

Oil and Gas Lease dated October 24, 1990, executed by Wayne Blake, a single man, as lessor, and Stroud Oil Properties, Inc., as lessee, on and covering the South 50 acres of the East Half of the Southwest Quarter (So. 50 ac. E/2 SW/4) and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 26, **Township 31 South, Range 15 East**, Montgomery County, Kansas, and recorded in Book 109 of Oil, Page 217, of the records in the office of the Register of Deeds of Montgomery County, Kansas.

Oil and Gas Lease dated March 19, 2002, executed by Helen E. McDaniel, Trustee of the Elizabeth G. McDaniel Revocable Trust, dated March 22, 1991, as lessor, to Jones Gas Corporation, as Lessee, and recorded in Book 516, Page 469, of the Records in the office of the Register of Deeds of Montgomery County, Kansas, and covering The Northwest Quarter; The West Half of the Northeast Quarter; the North 825 feet of the East Half of the Southwest Quarter and the North 825 feet of the West Half of the Southeast Quarter, all in Section 33, **Township 31 South, Range 15 East**, Montgomery County, Kansas.

Oil and Gas Lease dated March 19, 2002, executed by Helen McDaniel, a single person, as lessor, to Jones Gas Corporation, as Lessee, and recorded in Book 516, Page 471, of the Records in the office of the Register of Deeds of Montgomery County, Kansas, and covering The SW/4 except 25 acres off North side of NE/4 of SW/4 and except a tract commencing 400 feet South and 300 feet East of the Northwest corner of the SW/4 of the SW/4, East 208.7 feet, north 208.7 feet, West 208.7 feet, South to beginning, Section 33, **Township 31 South, Range 15 East**, as extended by Extension of Oil and Gas Lease dated November 24, 2003, and recorded in Book 536, Page 37, of the Records in the office of the Register of Deeds of Montgomery County, Kansas.

Oil and Gas Lease dated March 19, 2002, executed by Helen McDaniel, a single person, as lessor, to Jones Gas Corporation, as Lessee, and recorded in Book 516, Page 472, of the Records in the office of the Register of Deeds of Montgomery County, Kansas, and covering The SE/4 of the SE/4 of Section 29; the S/2 of the NE/4 and 15 acres off the East end of the N/2 of the SE/4 and all of the NE/4 of the NE/4 of Section 32, all in **Township 31 South, Range 15 East**, Montgomery County, Kansas.

Oil and Gas Lease dated March 19, 2002, executed by Helen E. McDaniel, Trustee of the Elizabeth G. McDaniel Revocable Trust, dated March 22, 1991, as Lessor, to Jones Gas Corporation, as Lessee, and recorded in Book 516, page 468, of the Records in the office of the Register of Deeds of Montgomery County, Kansas, and covering The South 1,980 feet of the Southwest Quarter and the West one-half of the Southeast Quarter all in Section 28, **Township 31 South, Range 15 East**, Montgomery County, Kansas.

Oil and Gas Lease dated March 19, 2002, executed by Helen E. McDaniel, a single person, as Lessor, to Jones Gas Corporation, as Lessee, and recorded in Book 516, Page 470, of the Records in the office of the Register of Deeds of Montgomery County, Kansas, and covering the E/2 of the NE/4; and SW/4 of the NE/4; Section 28, **Township 31 South, Range 15 East**, as extended by Extension of Oil and Gas Lease dated November 24, 2003, and recorded in Book 536, Page 38, of the Records in the office of the Register of Deeds of Montgomery County, Kansas.

EXHIBIT "A" (Page 3 of 4)

Oil and Gas Lease dated July 31, 1990, executed by John T. Hinson or Theta D. Hinson, his wife, as Lessors, and Stroud Oil Properties, Inc., as Lessee, on and covering the West Half of the Southeast Quarter (W/2 SE/4) of Section 27; and the Northwest Quarter of the Northeast Quarter (NW/4 NE/4) and the Northeast Quarter of the Northwest Quarter (NE/4 NW/4) of Section 34; all in **Township 31 South, Range 15 East**, Montgomery County, Kansas, and recorded in Book 109, of Oil, Page 33, of the records in the office of the Register of Deeds of Montgomery County, Kansas.

Oil and Gas Lease dated February 7, 2001, executed by Gail D. Leyda and Donna D. Leyda, his wife, as Lessors, to Jones Gas Corporation, as Lessee, covering the Southeast Quarter of the Northwest Quarter (SE/4 NW/4) and the Southwest Quarter of the Northeast Quarter (SW/4 NE/4) of Section 34, **Township 31 South, Range 15 East**, and Recorded in Book 503, Page 494, of the Records in the office of the Register of Deeds of Montgomery County, Kansas.

Oil and Gas Lease dated May 19, 2001, executed by Robert R. McDaniel and Z. Elaine McDaniel, his wife, as Lessors, to Jones Gas Corporation, as Lessee, and recorded in Book 506, Page 484, of the Records in the office of the Register of Deeds of Montgomery County, Kansas, as amended by Change of Lease Description dated October 31, 2001, recorded in Book 512, Page 228 of the Records of the Register of Deeds of Montgomery County, Kansas, and covering the SE/4 of the NE/4 and the SE/4 of Section 33, **Township 31 South, Range 15 East**, Montgomery County, Kansas, except the North 25 Acres of the NW/4 of said SE/4 in Section 33, and Except beginning at the Southeast corner of said Section 33, thence North 302.0 feet; thence West 353.0 feet; thence South 302.0 feet; thence East 353.0 feet to beginning.

Oil and Gas Lease dated August 7, 1990, executed by Oakhurst Farms, Incorporated, as Lessors, and Stroud Oil Properties, Inc., as Lessee, on and covering the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) and the Northeast Quarter (NE/4) except beginning at the Northwest corner of the NE/4, thence South along the West line of said NE/4 825.0 feet, thence deflecting to the left on an angle of 89 deg. 12' Easterly 493.0 feet, thence deflecting to the right on an angle of 89 deg. 32' Southerly 95.8 feet, thence deflecting to the left on an angle of 91 deg. 24' Easterly 249.8 feet, thence North 911.6 feet to the North line of Section 26; thence West 760.0 feet to the point of beginning, ALL in Section 26, **Township 31 South, Range 15 East** of the 6th P.M., Montgomery County, Kansas, and recorded in Book 109 of Oil, Page 205, of the records in the office of the Register of Deeds of Montgomery County, Kansas.

Oil and Gas Lease dated August 24, 2001, executed by Louise B. Sheldon Trust dated October 4, 1990, as Lessors, to Jones Gas Corporation, as Lessee, covering the Southwest Quarter (SW/4) of Section 34, **Township 31 South, Range 15 East**, and recorded in Book 510, Page 322, of the Records in the office of the Register of Deeds of Montgomery County, Kansas.

Oil and Gas Lease dated February 7, 2001, executed by Sherwin Farms Incorporated, as Lessors, to Jones Gas Corporation, as Lessee, covering the West Half of the Northwest Quarter (W/2 NW/4) of Section 34, less 5 acres in the NW corner; and the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section 33, all in **Township 31 South, Range 15 East**, and recorded in Book 503, Page 493, of the Records in the office of the Register of Deeds of Montgomery County, Kansas.

Oil and Gas Lease dated July 10, 2002, executed by Sherwin Farms, Inc., as Lessor, to Jones Gas Corporation, as Lessee, and recorded in Book 520, Page 443, of the Records in the office of the Register of Deeds of Montgomery County, Kansas, and covering the West Half of the Southwest Quarter (W/2 SW/4) and the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section 16, **Township 31 South, Range 15 East**, Montgomery County, Kansas.

D

EXHIBIT "A" (Page 4 of 4)

Oil and Gas Lease dated July 10, 2002, executed by Sherwin Farms, Inc., as lessor, to Jones Gas Corporation, as Lessee, and recorded in Book 520, Page 444, of the Records in the office of the Register of Deeds of Montgomery County, Kansas, and covering the East Half (E/2) of Section 20, **Township 31 South, Range 15 East**, Montgomery County, Kansas.

Oil and Gas Lease dated July 10, 2002, executed by Sherwin Farms, Inc., as Lessor, to Jones Gas Corporation, as Lessee, and recorded in Book 520, Page 442, of the Records in the office of the Register of Deeds of Montgomery County, Kansas, and covering the Southeast Quarter (SE/4) of Section 17, **Township 31 South, Range 15 East**, Montgomery County, Kansas.

Oil and Gas Lease dated May 10, 1989, executed by Vernon E. Gordon and Ruth L. Gordon, his wife, as lessors, to Stroud Oil Properties, Inc., as lessee, covering the Southeast Quarter of the Northwest Quarter (SE/4 NW/4) and the Northeast Quarter of the Southwest Quarter (NE/4 SW/4) of Section 9, **Township 33 South, Range 16 East**, Montgomery County, Kansas, and recorded in Book 107 Oil, Page 205, in the office of the Register of Deeds of Montgomery County, Kansas.

End of Exhibit "A"

D

EXHIBIT "B" (Wells)

Montgomery County, Kansas

Attached to and made a part of the Assignment, Conveyance and Bill of Sale from
JONES GAS CORPORATION to REDBUD ENERGY PARTNERS, LLC

WELL NAME	SPOT LOC.	SEC	Twp	Rge	API No.	KDOR CODE
BEAN 1	W/2 NE NE	34	31S	15E	15-125-29295-00-00	216699
BEAN 2	E/2 NW NW	35	31S	15E	15-125-29495-00-01	217290
BLAKE 1	S/2 SE SW	26	31S	15E	15-125-29494-00-01	217291
H MCDANIEL 1	C W/2 E/2	33	31S	15E	15-125-30108-00-00	223921
H MCDANIEL 2	NE NE NW	33	31S	15E	15-125-30142-00-00	223977
H MCDANIEL A 1	NW NW SW	33	31S	15E	15-125-30512-00-00	225029
H MCDANIEL A 2	SW NE SW	33	31S	15E	15-125-30724-00-01	226134
H MCDANIEL B 1	SE SE	29	31S	15E	15-125-30411-00-00	224578
H MCDANIEL B 2	C SW NE	32	31S	15E	15-125-30596-00-01	225253
H MCDANIEL B 3	SE NE NE	32	31S	15E	15-125-30727-00-00	226015
H MCDANIEL C 1	NW SE SW	28	31S	15E	15-125-30214-00-01	224118
H MCDANIEL C 2	App. SW SE	28	31S	15E	15-125-30269-00-00	224320
H MCDANIEL C 3	C. W/2 SW	28	31S	15E	15-125-30270-00-01	224343
H MCDANIEL C 4	APP NW SE	28	31S	15E	15-125-30598-00-00	225249
H MCDANIEL D 1	NE NE	28	31S	15E	15-125-30519-00-00	225086
H MCDANIEL D 2	C SE SE NE	28	31S	15E	15-125-30824-00-01	226356
HINSON 1	C NW SE	27	31S	15E	15-125-29358-00-00	217294
HINSON 2	C NW SE	34	31S	15E	15-125-29357-00-00	217295
LEDYA 1	SE NW	34	31S	15E	15-125-30005-00-00	223337
MCDANIEL 1	C SE NE	33	31S	15E	15-125-30037-00-01	223605
MCDANIEL 2	SE NW SE	33	31S	15E	15-125-30825-00-00	226357
J MILLER 2	W/2 SE SE	27	31S	15E	15-125-29294-00-01	217298
J MILLER 3	C NE SW	26	31S	15E	15-125-29297-00-00	217299
J MILLER 4	C SW SW	26	31S	15E	15-125-29298-00-00	217300
S MILLER 1	C SE NE	27	31S	15E	15-125-29205-00-00	216178
S MILLER 2	N/2 NE NE	27	31S	15E	15-125-29228-00-01	217301
S MILLER 3 SWD	AP. C E/2	27	31S	15E	15-125-29236-00-00	SWD
S MILLER 4	NE SW NW	26	31S	15E	15-125-29299-00-002	217302
OAKHURST 2	C W/2 NE	26	31S	15E	15-125-29402-00-01	217304
SHELDON 1	C NW SW	34	31S	15E	15-125-30038-00-00	223606
SHERWIN 1	S/2 NW NW	34	31S	15E	15-125-30030-00-00	223459
SHERWIN A 2	SE SW	16	31S	15E	15-125-30528-00-00	225055
SHERWIN B 1	S/2 S/2 NE SE	20	31S	15E	15-125-30268-00-00	224344
SHERWIN B 2	C SW NE	20	31S	15E	15-125-30410-00-00	224579
SHERWIN B 3	C SW SE	20	31S	15E	15-125-30409-00-00	224580
SHERWIN B 4 SWD	SE SE SE SE	20	31S	15E	15-125-30422-00-00	SWD
SHERWIN B 5	NW SE NE NE	20	31S	15E	15-125-30726-00-00	226097
SHERWIN C 1	C NW SE	17	31S	15E	15-125-30514-00-00	225250
SHERWIN C #2	C SE SE	17	31S	15E	15-125-30725-00-00	226096

End of Exhibit B

D

EXHIBIT "C"

**ATTACHED TO AND MADE A PART OF THE ASSIGNMENT, CONVEYANCE AND
AND BILL OF SALE FROM JONES GAS CORPORATION TO REDBUD ENERGY PARTNERS, LLC**

Montgomery County, Kansas

PART 1 - EASEMENTS, GRANTS AND RIGHT OF WAY AGREEMENTS

GRANTOR	GRANTEE	DATE	TYPE OF DOCUMENT	LEGAL DESCRIPTION	RECORDING DATA	
					BOOK	PAGE
WILLIAM WARNER	STROUD OIL	1/12/1991	GRANT OF RIGHT OF WAY	50' EAST OF COUNTY ROAD ROW ALONG RR TR. TH. SW 75' TO ROW IN NW/4 SW/4 36-31S-15E	81	6
EZRA & BETTY CLINGAN	STROUD OIL	1/22/1991	GRANT OF RIGHT OF WAY	50' NO OF RR & COUNTY ROAD INTERSECTION THENCE ANGLE TO 50' ALONG RR ROW IN NW SW WEST OF RR SEC. 36-31S-15E	81	7
WAYNE BLAKE	STROUD OIL	3/22/1991	RIGHT OF WAY EASEMENT	30' X 10' LOCATED ALONG SO LINE OF SW/4 SE/4 SEC. 26-31S-15E	81	177
WILLIAM ETTER	STROUD OIL	4/15/1991	GRANT OF ROW	TR. 10' WIDE BY 2640' LONG ON WEST LINE OF NW/4 SEC. 1-32S-15E	81	224
WILLIAM ETTER NOW SHERMAN FREEMAN	JONES GAS	9/28/2012	GAS TREATMENT SITE AGREEMENT	TR. 7 X 7 WITHIN A 30' BY 60' TRACT LOCATED WITHIN 33.5 ACRES BEING EAST 575' SE/4 SEC. 2-32-15E	608	1432-1434
WILLIAM WARNER	JONES GAS	12/10/2003	TANK SITE AGREEMENT	TR. 20' X20' APPROX. 1000' NO SW/4 SW/4 SEC. 36-31S-15E	537	51
FRED SMITH	JONES GAS	5/14/2003	RIGHT OF WAY EASEMENT	50' X 50' IN NE/CORNER OF NE/4 SEC. 29 & W/2 NW/4 SEC.28 & NO 660' OF SW/4 SEC. 28-31-15E	530	498
WILLIAM O'MALLEY	JONES GAS	1/1/2004	TANK SITE AGREEMENT	20' X 20' ON SOUTHSIDE OF WHICH IS IS 250' NORTH OF SW/CORNER OF NW/4 SEC. 1-32S-15E	537	50
FRED SMITH	JONES GAS	5/14/2003	ROAD USE PERMIT	W/2 NW 28; N 600' SW SE 28-31-15	530	499
UNION PACIFIC	JONES GAS	2/26/1991	UNDERGROUND PIPELINE AGREEMENT	AT RR CROSSING SEC. 36-31-15E		

PART II - OTHER AGREEMENTS

NOTICE OF AFFIDAVIT OF OIL & GAS UNIT AGREEMENT		4/17/2014	UNITIZATION AGREEMENT	TRACTS OF LAND IN SEC. 26 ;27; 33; 34 & 35-31S-15E	628	883-909
CERTIFICATE OF UNIT		5/2/2014	CERTIFICATE OF UNIT	TRACTS OF LAND IN SEC 26; 27; 33; 34 & 35-31S-15E	629	53-57
AMENDMENT TO OIL & GAS LEASES		3/21/2014	AMENDMENT	E/2 NE SEC. 27-31-15E; SW NW SEC. 26-31-15E EXC TR; W/2 SW/4 & NO 30 AC. E/2 SW/4 SEC. 26; E/2 SE SEC. 27-31S-15E	628	910-916

End of Exhibit "C"