

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: _____

5. all pipelines and gathering systems used solely in connection with the Properties or located within the Designated Area, including the “Gathering System” as described on Exhibit D;

6. to the extent that they may be assigned, transferred or re-issued by Assignors (with consent, if applicable, but without the payment of any fee unless Assignee agrees in writing to pay such fee), all permits, licenses, allowances, water rights, registrations, consents, orders, approvals, variances, authorizations, servitudes, easements, rights-of-way, surface leases, other surface interests and surface rights to the extent appurtenant to or used primarily in connection with the ownership, operation, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from the Properties, the Gathering System, or any of the Assets, including those described on Exhibit E (the “Surface Rights”);

7. all equipment, machinery, fixtures and other personal, movable and mixed property located on any of the Properties, the Gathering System, [the Processing Plants,] or other Assets that is used primarily in connection therewith, including those items listed on Exhibit E, and including well equipment, casing, tubing, pumps, motors, machinery, platforms, rods, tanks, boilers, fixtures, compression equipment, flowlines, pipelines, gathering systems associated with the Wells, manifolds, processing and separation facilities, pads, structures, materials, and other items primarily used in the operation thereof (collectively, the “Personal Property”);

8. the real property described on Exhibit G and any Personal Property located thereon;

9. all vehicles described on Exhibit H;

10. all disposal wells and evaporation pits that are located on the Lands or in the Designated Area;

11. to the extent assignable (with consent, if applicable, but without the payment of any fee unless Assignee agrees in writing to pay such fee), all Applicable Contracts and all rights thereunder insofar as and only to the extent relating to the Assets;

12. all over-production or under-production or over-deliveries or under-deliveries with respect to Hydrocarbons produced from or allocated to the Assets, regardless of whether such over-production or under-production or over-deliveries or under-deliveries arise at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under production handling agreements, imbalances under processing agreements, imbalances under the Leases, and imbalances under gathering or transportation agreements (the “Imbalances”) relating to the Assets;

13. the Suspense Funds;

14. accounts receivable owed to Assignors as operator of any Wells to satisfy previous overpayments by Assignors to Third Parties, and the right to recoup same out of proceeds of production in respect of such Wells (the “Specified Receivables”);

15. originals (if available, and otherwise copies) and copies in digital form (if available) of all of the books, files, records, information and data, whether written or electronically stored, primarily relating to the Assets in Assignors’ possession, including: (i) land and title records

(including prospect files, maps, lease records, abstracts of title, title opinions and title curative documents); (ii) Applicable Contract files; (iii) correspondence; (iv) operations, environmental, production, and accounting records; (v) facility and well records; (vi) plant maintenance, compliance, and process safety management records; and (vii) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Assignee agrees in writing to pay such fee), geological and seismic data (excluding interpretive data) (collectively, "Records");

16. all Hydrocarbons in storage or existing in stock tanks, pipelines or plants (including inventory); and

17. all radio equipment, SCADA and measurement technology, and other production related mobility devices (such as SCADA controllers), well communication devices, field office information technology and equipment (including desktop computers, laptop computers, servers, networking equipment, local area network equipment and telephone equipment, but excluding in each case, licensed software, proprietary Assignor information or connections that may be located on such devices or equipment) and any other information technology systems and licenses associated with the foregoing, in each case only to the extent such assets and licenses are (i) used or held for use solely in connection with the operation of the Properties, (ii) assignable (with consent, if applicable, but without the payment of any fee unless Assignee agrees in writing to pay such fee; provided Assignor shall use commercially reasonable efforts to cause the transfer of all such rights and interests to Assignee), and (iii) located on the Properties (the "Production-Related IT Equipment").

To the extent that any of the foregoing are used or relate to both the Assets and certain of the Excluded Assets, such as, by way of example but not limitation, ingress and egress rights and road and pipeline easements, such assets or rights shall be jointly-owned by Assignors, as part of the Excluded Assets, and by Assignee, as part of the Assets.

SAVING, EXCEPTING AND RESERVING to Assignors, however, all of the following assets (the "Excluded Assets"): with respect to each Assignor, (a) all of Assignors' corporate minute books, financial records and other business records that relate to Assignors' business generally (including the ownership and operation of the Assets); (b) except to the extent related to any Assumed Liabilities, all trade credits, all accounts, all receivables of Assignors and all other proceeds, income or revenues of Assignors attributable to the Assets and attributable to any period of time prior to the Effective Time (other than the Suspense Funds and Specified Receivables); (c) except to the extent related to any Assumed Liabilities, all claims and causes of action of Assignors or their Affiliates that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (d) except to the extent related to any Assumed Liabilities and subject to Section 11.14 of the Purchase and Sale Agreement, all rights and interests of Assignors (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property; (e) Assignors' rights with respect to all Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time; (f) all claims of Assignors or any of its Affiliates for refunds of, rights to receive funds from any Governmental Body, or loss carry forwards or credits with respect to, (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Time, (ii) Income Taxes paid by Assignors or their Affiliates, or (iii) any Taxes attributable to the Excluded Assets; (g) all information

technology assets, other than the Production-Related IT Equipment; (h) all rights, benefits and releases of Assignors or their Affiliates under or with respect to any Contract that are attributable to periods of time prior to the Closing of the Purchase and Sale Agreement; (i) all of Assignors' proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (j) all documents and instruments of Assignors that may be protected by an attorney-client privilege or any attorney work product doctrine; (k) all data that cannot be disclosed to Assignee as a result of confidentiality arrangements under existing written agreements; (l) all audit rights or obligations of Assignors for which Assignors bear responsibility arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances assumed by Assignee; (m) Assignors' reserve reports and Assignors' interpretations of any geophysical or other seismic and related technical data and information relating to the Assets; (n) documents prepared or received by Assignors or their Affiliates with respect to (i) lists of prospective purchasers for such transactions compiled by Assignors, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by Assignors or their Affiliates of any bids submitted by any prospective purchaser, (iv) correspondence between or among Assignors, its Representatives, and any prospective purchaser other than Assignee, and (v) correspondence between Assignors or any of their Representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by this Assignment; (o) a copy of all Records so long as originals or a copy thereof are delivered to Assignee; (p) any Contracts that constitute master services agreements or similar contracts; (q) any Hedge Contracts; (r) any debt instruments; (s) any of Assignors' assets other than the Assets; (t) any records or data related to Available Employees other than the data to be provided in the Available Employee List; and (u) any leases, rights and other assets specifically listed in Exhibit I.

TO HAVE AND TO HOLD all and singular the Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereto appertaining unto Assignee and its successors, legal representatives, and assigns forever, subject to the following:

1. The Assets covered by this Assignment shall not include (i) the "Fee Minerals" (as such terms are defined in the Deed) covered by that certain Deed between Assignors and Assignee executed contemporaneously herewith and dated effective as of the Effective Time (the "Deed"), (ii) the "Equity Interests" (as such term is defined in the Equity Interests Assignment), covered by that certain Equity Interests Assignment between RUL and Assignee executed contemporaneously herewith and dated effective as of the Effective Time (the "Equity Interests Assignment"), and together with the Deed, and this Assignment, the "Instruments of Conveyance"). Assignors and Assignee acknowledge and agree that the Instruments of Conveyance (including any and all recorded counterparts thereof) are intended to COLLECTIVELY convey to Assignee all of the "Assets" as defined and described in the Purchase and Sale Agreement. Assignors and Assignee acknowledge and agree that the Instruments of Conveyance are not intended to effect multiple conveyances of the same properties or interests in such properties covered hereby or thereby or multiple assumptions by Assignee of the same Assumed Liabilities as described in the Purchase and Sale Agreement.

2. This Assignment is delivered pursuant to that certain Purchase and Sale Agreement dated effective July 1, 2019, by and between Assignors and Assignee (the "Purchase and Sale Agreement"), and nothing in this Assignment shall operate to limit, release, or impair any of Assignors' or Assignee's respective rights, obligations, remedies, or indemnities in the Purchase

and Sale Agreement. Capitalized terms used in this Assignment shall have the meanings prescribed in this Assignment where such capitalized terms are defined; *provided, however*, that capitalized terms used in this Assignment and not otherwise defined shall have the meanings given to such terms in the Purchase and Sale Agreement. Each defined term shall be equally applicable both to the singular and the plural forms of the term so defined. To the extent the terms and provisions of this Assignment are in conflict, or inconsistent, with the terms and provisions of the Purchase and Sale Agreement, the terms and provisions of this Assignment shall control.

3. From and after the date hereof, Assignee shall assume and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the obligations and liabilities of RUL related to the ownership and/or operation of the Assets (as defined herein) arising pursuant to Article 6 of that certain Purchase and Sale Agreement by and between RUL, as Seller and Mayzure, LLC, as Buyer, dated as of March 8, 2019 and, to the extent consistent therewith, that certain Conveyance and Term Overriding Royalty Interest from RUL to Mayzure, LLC and dated as of March 20, 2019.

4. This Assignment shall extend to, be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

5. Subject to the indemnities and limitations set forth in the Purchase and Sale Agreement, from and after the date hereof, Assignee assumes and hereby agrees to fulfill, perform, pay, assume, and discharge (or cause to be fulfilled, performed, paid and discharged) the Assumed Liabilities.

6. Assignors, severally, not jointly, hereby agree to warrant and defend Defensible Title to the Assets unto Assignee, its successors and assigns, against every Person whomsoever claiming or to claim the same or any part thereof, by, through or under Assignors, but not otherwise, and (i) only as to claims raised by Assignee in writing to Assignors pursuant to the notice provisions of the Purchase and Sale Agreement within twenty-four (24) months from the date of this Assignment, and (ii) with respect to Wells, only as to the formation producing as of August 28, 2019. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS ASSIGNMENT, THE OTHER INSTRUMENTS OF CONVEYANCE, THE CERTIFICATES DELIVERED BY ASSIGNORS AT CLOSING OR THE PURCHASE AND SALE AGREEMENT, ASSIGNORS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT, OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE (INCLUDING ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE OR THEIR AFFILIATES OR REPRESENTATIVES BY ANY AFFILIATES OR REPRESENTATIVES OF ASSIGNORS OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, ASSIGNORS' COUNSEL, OR ANY OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF ASSIGNORS). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS ASSIGNMENT, THE OTHER INSTRUMENTS OF CONVEYANCE, THE**

CERTIFICATES DELIVERED BY ASSIGNORS AT CLOSING OR THE PURCHASE AND SALE AGREEMENT, ASSIGNORS EXPRESSLY DISCLAIM AND NEGATE ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (I) THE TITLE TO ANY OF THE ASSETS, (II) THE CONDITION OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS," SUBJECT ONLY TO THE SPECIAL WARRANTY IN FIRST SENTENCE OF THIS PARAGRAPH, (III) ANY INFRINGEMENT BY ASSIGNORS OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (IV) ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ANY RIVIERA PARTY (RELATED TO THE EXISTENCE OR EXTENT OF HYDROCARBONS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL HYDROCARBON PRODUCTION AFTER THE CLOSING), (V) THE CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS AND (VI) THE PRESENCE OR ABSENCE OF ASBESTOS IN OR ON THE ASSETS IN QUANTITIES TYPICAL FOR OILFIELD OPERATIONS IN THE AREA WHERE THE ASSETS ARE LOCATED. ASSIGNEE AND ASSIGNORS AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS ASSIGNMENT ARE "CONSPICUOUS" DISCLAIMERS.

7. THIS ASSIGNMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RIGHTS, DUTIES AND THE LEGAL RELATIONS AMONG THE PARTIES HERETO AND THERETO SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION; PROVIDED, HOWEVER, THAT ANY MATTER RELATED TO REAL PROPERTY SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE SUCH REAL PROPERTY IS LOCATED. WITHOUT LIMITING THE PARTIES' AGREEMENT TO ARBITRATE IN SECTION 11.15 OF THE PURCHASE AND SALE AGREEMENT OR THE DISPUTE RESOLUTION PROCEDURE PROVIDED IN SECTION 2.05(d) OF THE PURCHASE AND SALE AGREEMENT WITH RESPECT TO DISPUTES ARISING THEREUNDER, THE PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE FEDERAL COURTS OF THE UNITED STATES LOCATED IN HOUSTON, TEXAS OR THE STATE COURTS LOCATED IN HOUSTON, TEXAS FOR ANY ACTION ARISING OUT OF THIS ASSIGNMENT, ANY TRANSACTION DOCUMENTS, OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS ASSIGNMENT, ANY TRANSACTION

DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY SHALL BE EXCLUSIVELY LITIGATED IN SUCH COURTS DESCRIBED ABOVE HAVING SITES IN HOUSTON, TEXAS AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT. EACH PARTY HERETO VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, THAT A FINAL AND NONAPPEALABLE JUDGMENT AGAINST A PARTY IN ANY ACTION OR PROCEEDING CONTEMPLATED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF SUCH JUDGMENT. TO THE EXTENT THAT A PARTY OR ANY OF ITS AFFILIATES HAS ACQUIRED, OR HEREAFTER MAY ACQUIRE, ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH PARTY (ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES) HEREBY IRREVOCABLY (I) WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS WITH RESPECT TO THIS ASSIGNMENT AND (II) SUBMITS TO THE PERSONAL JURISDICTION OF ANY COURT DESCRIBED IN SECTION 13.04 OF THE PURCHASE AND SALE AGREEMENT.

8. The Exhibits to this Assignment are hereby incorporated by reference and constitute a part of this Assignment.

9. The Parties agree to execute and deliver such further agreements, stipulations, and/or instruments of conveyance and transfer as may be necessary to accomplish the intents and purposes of this Assignment and the Purchase and Sale Agreement.

10. It is agreed between Assignor and Assignee that the Assets shall constitute a separate and identifiable property for purposes of Section 614(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code") and the parties shall cooperate for purposes of Assignee filing the separate property election pursuant to Section 614(b)(2) of the Code. Unless required to do so by reason of applicable law or pursuant to a final determination under Section 1313(a) of the Code, the parties for all federal income tax purposes shall treat and report the Assets as a separate property under Section 614(b)(2) of the Code.

11. If any provision of this Assignment is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed modified to the extent necessary to make it valid and enforceable and if it cannot be so modified, it shall be deemed deleted and the remainder of this Assignment shall continue and remain in full force and effect.

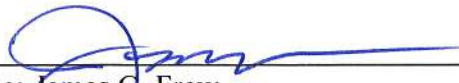
12. This Assignment may be executed and delivered in one or more counterparts, each of which shall be deemed to be an original copy of this Assignment and all of which, when taken together, shall be deemed to constitute one and the same agreement.

[Signature and Acknowledgment Pages Follow]


IN WITNESS WHEREOF, the Parties have executed this Assignment on the dates set forth in their respective acknowledgments hereto, but this Assignment shall be effective for all purposes as of the Effective Time.

ASSIGNORS:

RIVIERA UPSTREAM, LLC

By: 
Name: James G. Frew
Title: Executive Vice President and Chief Financial Officer

RIVIERA OPERATING, LLC

By: 
Name: James G. Frew
Title: Executive Vice President and Chief Financial Officer

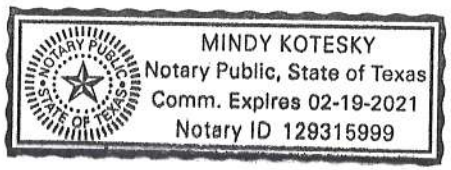
ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 22nd day of November, 2019, by James G. Frew, known to me to be the Executive Vice President and Chief Financial Officer of **Riviera Upstream, LLC**, a Delaware limited liability company, who affirmed that the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such company.



Notary Public in and for the State of Texas

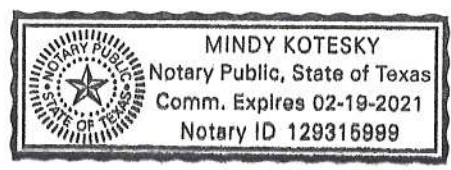


THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 22nd day of November, 2019, by James G. Frew, known to me to be the Executive Vice President and Chief Financial Officer of **Riviera Operating, LLC**, a Delaware limited liability company, who affirmed that the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such company.



Notary Public in and for the State of Texas

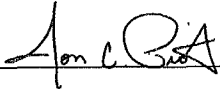


IN WITNESS WHEREOF, the Parties have executed this Assignment on the dates set forth in their respective acknowledgments hereto, but this Assignment shall be effective for all purposes as of the Effective Time.

ASSIGNEE:

SCOUT ENERGY GROUP V, LP

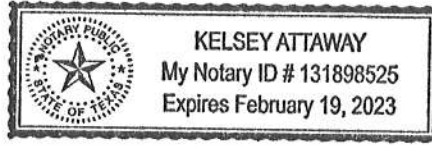
By Scout Energy Group V GP, LLC
Its general Partner

By:  _____
Name: Jon Piot
Title: Managing Director

ACKNOWLEDGMENTS

THE STATE OF TEXAS

§
§
§



This instrument was acknowledged before me this 30th day of October, 2019, by Jon Piot, known to me to be the Manager Director of Scout Energy Group V GP, LLC, a Texas limited liability company, the sole general partner of **Scout Energy Group V, LP**, a Texas limited partnership, who affirmed that the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such company.

Kelsey Attaway
Notary Public in and for the State of Texas

Exhibit A

To that certain Assignment and Bill of Sale, dated effective July 1, 2019, by and between Riviera Upstream, LLC and Riviera Operating, LLC, collectively as Assignor, and Scout Energy Group V, LP, as Assignee

Leases

LEASE NO	LESSOR	LESSEE	DATE	TWP	RNG	SEC	BOOK	PAGE	REGISTRY	STATE	COUNTY
L026201000	DARLENE HALLOWELL ET AL	DARE GAS INC	2/12/1979	032S	029W	019	49	484		KANSAS	MEADE
L026202000	HALLOWELL, DARLENE ET AL	DARE GAS INC	2/12/1979	032S	029W	019	49	481		KANSAS	MEADE
L026199000	TERRY C SENSENICH ET AL	DARE GAS INC	2/9/1979	032S	030W	024	49	475		KANSAS	MEADE
L026200000	CHARLES C RAMSEY	DARE GAS INC	5/2/1979	032S	030W	024	49	478		KANSAS	MEADE
L047417000	BARTHOLD H CORDES ET UX	MARSHALL L AUSTIN	6/2/1976	033S	029W	036	31	208		KANSAS	MEADE
L026191000	FISHER, HARRY W ET UX	ANADARKO PRODUCTION CO	12/12/1962	034S	030W	008	14	100		KANSAS	MEADE
L026192000	THE WICHITA LOAN AND INVES	GULF OIL CORPORATION	10/1/1957	034S	030W	008	10	437		KANSAS	MEADE
L026193000	BAKER, HARRY L ET UX	SOCONY MOBIL OIL COMPANY INC	12/11/1962	034S	030W	008	14	103		KANSAS	MEADE
L026194000	BAKER, HARRY L ET UX	SOCONY MOBIL OIL COMPANY INC	12/11/1962	034S	030W	008	14	102		KANSAS	MEADE
L026195000	HULL, MARY C ET AL	PANHANDLE EASTERN PIPELINE CO	6/27/1945	034S	030W	013	2	574		KANSAS	MEADE
L026196000	HULL, MARY C ET AL	PANHANDLE EASTERN PIPELINE CO	6/27/1945	034S	030W	013	2	576		KANSAS	MEADE
L026197000	HULL, MARY ET AL	PANHANDLE EASTERN PIPELINE CO	6/27/1945	034S	030W	013	2	578		KANSAS	MEADE
L026198000	HULL, MARY C ET AL	PANHANDLE EASTERN PIPELINE CO	6/27/1945	034S	030W	013	2	580		KANSAS	MEADE

Exhibit B

To that certain Assignment and Bill of Sale, dated effective July 1, 2019, by and between Riviera Upstream, LLC and Riviera Operating, LLC, collectively as Assignor, and Scout Energy Group V, LP, as Assignee

Wells

API	WELL NAME	OPERATOR	COUNTY	STATE	WI	NRI
1511920002	BAKER A 1	RIVIERA OPERATING, LLC	Meade	KS	100.0000000%	79.2968960%
1511900070	HULL B1 13	RIVIERA OPERATING, LLC	Meade	KS	100.0000000%	87.5000000%
1511920965	UTZ A 1	RIVIERA OPERATING, LLC	Meade	KS	100.0000000%	80.0000000%