

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 _____
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KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

Form Must Be Typed

Form must be Signed

All blanks must be Filled

**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: \_\_\_\_\_

63U (Rev. 1993)

9903

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 4th day of June, 2014 by and between the Wayne L. Carpenter Trust No, 1, dated October 1, 1992 by: (Wayne L. Carpenter and Leisha K. Carpenter), Trustees AND the Leisha K. Carpenter Trust No, 1, dated October 1, 1992 by: (Leisha K. Carpenter and Wayne L. Carpenter), Trustees AND Carpenter Cattle Company, Inc., a KS Corporation AND Wayne L. Carpenter and Leisha K. Carpenter, husband and wife

whose mailing address is 2257 County RD 2 Brewster, KS 67732 hereinafter called Lessor (whether one or more), and, Red Oak Energy, INC. P.O. Box 783140 Wichita, KS 67278 hereinafter called Lessee:

Lessor, in consideration of ten and more Dollars (\$ 10.00 + ) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest,

therein situated in the County of Thomas State of Kansas described as follows, to-wit:

\*See 'Exhibit A' attached hereto and made a part hereof;

In Section XXX Township XXX Range XXX and containing 1203.4 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three(3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retainer hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operations thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove casing and tubing from said premises including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the right of assignment in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or the ownership of royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns the lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by the lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres in the event of a gas well. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of the acreage placed in the unit bears to the total acreage so pooled in the particular unit involved.

\*See "Addendum" attached hereto and made a part hereof;

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Witnesses:

X: Leisha K. Carpenter (Leisha K. Carpenter), Individually, and as Trustee of the Wayne L. Carpenter Trust No, 1, dated October 1, 1992 AND as Trustee of the Leisha K. Carpenter Trust No, 1, dated October 1, 1992

X: Wayne L. Carpenter (Wayne L. Carpenter), Individually, and as Trustee of the Wayne L. Carpenter Trust No, 1, dated October 1, 1992 AND as Trustee of the Leisha K. Carpenter Trust No, 1, dated October 1, 1992

Carpenter Cattle Company, Inc., a Kansas Corporation

X: Wayne L. Carpenter (Wayne L. Carpenter), President

Attached to and made a part hereof a certain Oil and Gas Lease dated June 4<sup>th</sup>, 2014, by and between, the Wayne L. Carpenter Trust No. 1, dated October 1, 1992, by: (Wayne L. Carpenter and Leisha K. Carpenter), Trustees, AND the Leisha K. Carpenter Trust No. 1, dated October 1, 1992, by: (Leisha K. Carpenter and Wayne L. Carpenter), Trustees, AND Carpenter Cattle Company, Inc., a Kansas Corporation, AND Wayne L. Carpenter and Leisha K. Carpenter, husband and wife, as Lessors, and Red Oak Energy, INC., as Lessee, covering the following described property in Thomas County, Kansas to wit:

### Exhibit 'A'

#### Township 07 South – Range 36 West

(Tract 1) Section 04: SE/4

(Tract 2) Section 04: SW/4 AND Section 05: A TRACT of land in the NW/4, described as follows: Beginning at the SW corner of said NW/4 thence North 400 feet to the point of beginning: from said point of beginning thence North 300 feet; thence East 500 feet; thence South 300 feet; thence West 500 feet to the point of beginning.

(Tract 4) Section 08: SW/4

(Tract 4) Section 09: NE/4

(Tract 5) Section 09: SE/4

(Tract 6) Section 09: NW/4

(Tract 7) Section 17: W/2NE/4 AND E/2NW/4 AND W/2NW/4



**FILE NUMBER 20141277 BK 239 PG 375 - 379**  
**RECORDED 6/13/2014 at 1:26 PM**  
**RECORDING FEE: \$ 24.00**  
**Thomas County, KANSAS**  
**KARLA SULLIVAN, DEPUTY** *Karla Sullivan Deputy*  
**LORA L. VOLK, REGISTER OF DEEDS**

INDEXED  
MICROFILMED

Attached to and made a part hereof an Oil and Gas Lease dated June 4th, 2014, by and between, the Wayne L. Carpenter Trust No. 1, dated October 1, 1992 by: (Wayne L. Carpenter and Leisha K. Carpenter), Trustees AND the Leisha K. Carpenter Trust No. 1, dated October 1, 1992 by: (Leisha K. Carpenter and Wayne L. Carpenter), Trustees AND Carpenter Ca, as Lessors, and Red Oak Energy, INC., as Lessee, covering the aforementioned property in Thomas County, Kansas to wit:

## ADDENDUM TO OIL & GAS LEASE

### PROPERTY, WARRANTY AND BREACH

- A. Addendum controls. In the event of any conflict, inconsistency, or incongruity between the provisions of the addendum and any of the provisions of this lease, the provisions of the addendum shall in all respects govern and control.
- B. Warranty. It is expressly agreed between the parties hereto that no warranty of title to the land covered hereby or to the oil or gas therein or produced therefrom is made by Lessor, nor shall any guarantee of title be created by or arise from this lease. Lessor agrees to refund any rentals or royalties from the land to which title may fail.
- C. Termination of the lease. The Lessee agrees to comply with the requirements of K.S.A. 55- 201 at its expense.

### LOCATION AND MAINTENANCE OF THE WELLSITE

- D. Lessee agrees to remove all trash and debris from the pit on any drill site, fill the dry pit and cover evenly with the original top soil, and add additional top soil from other sites if necessary to return the same to as near the original condition as possible. Any and all salt water produced on leased premises will be disposed of properly.
- E. All traffic will be restricted to a thirty foot (30') wide right-of-way from the well site to the county road. The location of this roadway will be mutually agreed upon by surface owner or agent and Lessee. If this roadway becomes impassable, Lessee will reconstruct the road, as deemed reasonable, without damage to property outside the right-of-way.
- F. Lessee agrees that upon completion of any test or dry hole or upon abandonment of any producing well to restore the premises to as close to the original contour as reasonably possible ("Restoration Operations"). Such Restoration Operations shall restore the leased premises to such condition that it may be used by the surface owner(s) in much the same manner as it was prior to operations conducted by lessee under this lease. Lessee agrees to replace topsoil
- G. The parties shall mutually agree to the location of any roads or right-of-way over and across the subject premises prior to the beginning of any construction. Consent will not be unreasonably withheld.
- H. Easements of rights-of way for construction and maintenance of pipelines for the delivery of gas are expressly excluded from this lease, except for lines necessary for production of wells located on the subject premises.
- I. Location of pipelines shall cross the most economical and practical direction as mutually agreed upon by surface owner or agent and Lessee.
- J. No pumping stations or other structures will be constructed without approval of surface owner. This does not include structures required at the well site. When practical, Lessee shall install such structures near the closest roadway.
- K. It is hereby agreed, by and between Lessor and Lessee; that Lessee or its assigns, shall be permitted to use any wellbore located on the leased premises, as a salt water disposal well, to dispose of water or brines produced from the leased premises or any surrounding lands owned by Lessor. No outside water or brines produced from lands or leases, not owned by Lessor, in the surrounding area, may be disposed of, without the written consent of Lessor and without compensating Lessor for the use thereof.
- L. The parties hereto shall mutually agree to the location of any electric lines, tanks, power houses, compressor stations, fixtures and other structures to be erected by the Lessee on said lands. Any well drilled within the land irrigated by an irrigation sprinkler will be equipped with a pumping system designed to not interfere with the irrigation sprinkler system.

### WATER

- M. The Lessee shall have no right to any water from the Ogallala formation without the consent of Lessor and shall be liable for damages to the said Ogallala formation caused by Lessee's sole operation.

### LIVESTOCK

- N. Lessee shall indemnify and hold Lessor harmless against damage to Lessee's equipment or personnel caused by livestock or injury and/or death incurred by Lessee's personnel while on the leased premises.
- O. When livestock is present, Lessee will be responsible for keeping gates closed and repairing fences that Lessee may open, to keep livestock from escaping or straying. Should livestock escape due to the negligence of Lessee, the livestock owner will be reimbursed for the time required to gather and sort said livestock, and Lessee shall be liable for all damages and causes of actions resulting from Lessee's sole operation on the leased premises or Lessee's gross negligence.
- P. Lessee shall construct fences to keep livestock away from drill sites or well sites. This will include fencing around open pits until such are filled and reclaimed.
- Q. After any well is completed, the drilling site will be restored to its original topography and surface condition as nearly as practicable within (6) six months after completion date or as soon as pit dries sufficiently to fill and cover properly. This requirement applies whether said drilling results in production or not. Lessee agrees to pay to Tenant Farmer a minimum of \$1,500.00 in advance per three (3) acre drill-site location for damages. If additional acreage is needed for a drill-site location an additional sum of \$500.00 per acre will be paid in advance. It is further understood that if the Lessor feels the damages paid are not sufficient to cover actual damages then Lessee will negotiate with Lessor for additional damages provided such damage can be substantiated.
- R. Lessor does hereby grant to Lessee, its successors and/or assigns, the option to extend the primary term of this Lease and all rights hereunder for three (3) additional years. Lessee shall exercise this option by tendering to Lessor an additional bonus payment equal to \$30.00 per Lessor's net mineral acre covered by this Lease on or before the expiration date of the initial primary term of this Lease. This additional bonus payment shall be considered tendered by Lessee when deposited with the U.S. Postal Service for delivery to the Lessor by certified mail addressed to Lessor at Lessor's address stated anywhere in this Lease, or such other address provided to Lessee by Lessor shall be effective until actual receipt of such notice by the Lessee. Further, Lessee shall have no obligation hereunder to tender additional payment to Lessor if Lessee has tendered payment to the last

known address of Lessor prior to its receipt of a notice of change of address. This option to extend the primary term of the Lease shall be binding on Lessor's heirs, successors, and/or assigns. It is understood and agreed that the option to extend may be exercised individually according to the tracts herein described, with no obligation on remaining tracts.

S. It is understood and agreed that the Aforementioned Tracts shall constitute separate and individual Leases according to the terms herein established. Production on any single Tract above shall not hold any other Tract Lease by said production.

T. A sufficient dike shall be placed around tank batteries. Also tank batteries and pumping equipment units shall be fenced to restrain cattle in pastures or on ground that Lessor grazes cattle on Milo stalks or wheat. Lessee or assigns agrees to comply with all applicable Federal, State and Local laws and regulations.

U. If any part of the leased premises are subject to or enrolled in the Conservation Reserve Program, Lessee shall pay Lessor to reseed to grass all areas thereof affected by Lessee's operations and hold Lessor harmless from penalties or liquidated damages assessed the Department of Agriculture, the Soil Conservation Service or the Agricultural Stabilization and Conservation Services under the Conservation Reserve Program as a result of Lessee's operations.

V. For the same consideration recited in the first paragraph herein, the Lessor hereby grants unto the Lessee, its successors and assigns, rights-of-way over, across and through the lands herein described for the purpose of installation, operation, maintenance, repair and replacement of one or more electric lines, and as well as one or more lead lines for the collection, gathering, and/or transmission of oil, gas, brines and other substances, together with rights-of-way for ingress, egress and passage over and across said lands for the purpose of conducting oil and gas exploration, production, operation, and product transmission activities upon said lands, or upon lands adjacent thereto or in the vicinity thereof. It is specifically understood and agreed, that the rights-of-way, granted herein, are solely for the purpose of conducting oil and gas exploration and production operations, in regards to the Carpenter family lands located in Township 7 South, Range 36, only. The rights-of-way hereby granted are severable from, and independent of, the oil and gas rights herein granted and such rights-of-way shall continue in existence until the last producing well, located on any of the Carpenter family lands, located in Township 7 South, Range 36 West, Thomas County, Kansas, should cease to produce, even though the oil and gas lease rights may sooner terminate. The Lessee (or the then holder of the rights-of-way) shall pay for any and all damages on said lands caused by its utilization of the rights-of-way hereby granted.

W. If at any time within the primary term of this lease or any continuation thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease (top lease) covering all or part of the aforementioned lands, Lessee shall have the continuing option by meeting any such offer to acquire such top lease. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the top lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any top lease granted by Lessor in violation of this provision shall be null and void.

X: Leisha K. Carpenter  
(Leisha K. Carpenter), Individually, and as  
Trustee of the Wayne L. Carpenter Trust No. 1,  
dated October 1, 1992 AND Trustee of the  
Leisha K. Carpenter Trust No. 1, dated  
October 1, 1992

X: Wayne L. Carpenter  
(Wayne L. Carpenter), Individually, and as  
Trustee of the Wayne L. Carpenter Trust No. 1,  
dated October 1, 1992 AND Trustee of the  
Leisha K. Carpenter Trust No. 1, dated  
October 1, 1992

**Carpenter Cattle Company, Inc., a Kansas Corporation**

X: Wayne L. Carpenter Pres.  
(Wayne L. Carpenter), President

**AFFIDAVIT OF POSSESSION**

State of Kansas }  
County of Thomas }

We, (Wayne L. Carpenter and Leisha K. Carpenter), Individually, and as Trustees of the Wayne L. Carpenter Trust No. 1, dated October 1, 1992 AND as Trustees of the Leisha K. Carpenter Trust No. 1, dated October 1, 1992 AND (Wayne L. Carpenter), President of Carpenter Cattle Company, Inc., a Kansas Corporation, being first duly sworn, depose and say:

Our names are (Wayne L. Carpenter and Leisha K. Carpenter), Individually, and as Trustees of the Wayne L. Carpenter Trust No. 1, dated October 1, 1992 AND as Trustees of the Leisha K. Carpenter Trust No. 1, dated October 1, 1992 AND (Wayne L. Carpenter), President of Carpenter Cattle Company, Inc., a Kansas Corporation,

That we are of lawful age and reside in Thomas County, Kansas.

That we are the owners of lands situated in the County of Thomas State of Kansas, described as follows, to wit:

**\*See 'Exhibit A' attached hereto and made a part hereof;**

of Section XXX Township XXX Range XXX and containing 1203.4 acres, more or less,

That we have been in open, adverse, exclusive, continuous, and undisputed possession of said lands for more than one (1) years last past.

That we are paying taxes on, occupying and cultivating said land.

X: Leisha K. Carpenter  
(Leisha K. Carpenter), Individually, and as Trustee of the Wayne L. Carpenter Trust No. 1, dated October 1, 1992 AND Trustee of the Leisha K. Carpenter Trust No. 1, dated October 1, 1992

X: Wayne L. Carpenter  
(Wayne L. Carpenter), Individually, and as Trustee of the Wayne L. Carpenter Trust No. 1, dated October 1, 1992 AND Trustee of the Leisha K. Carpenter Trust No. 1, dated October 1, 1992 and as President of Carpenter Cattle Company, Inc., a Kansas Corporation

State of Kansas }  
County of Sherman }

SS. ACKNOWLEDGMENT FOR INDIVIDUALS

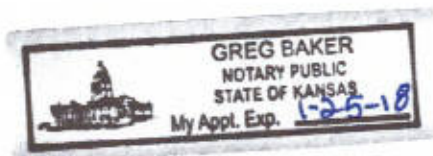
(KsOkCoNe)

Before me, the undersigned, a Notary Public, within and for said County and State on this 4<sup>TH</sup> day of June, 2014, personally appeared (Wayne L. Carpenter and Leisha K. Carpenter), Individually, and as Trustees of the Wayne L. Carpenter Trust No. 1, dated October 1, 1992 AND as Trustees of the Leisha K. Carpenter Trust No. 1, dated October 1, 1992 AND (Wayne L. Carpenter), President of Carpenter Cattle Company, Inc., a Kansas Corporation, to me personally known to be the identical person who executed the within and forgoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes therein set forth, and the same time the affiant was by me duly sworn to the forgoing Affidavit of Possession.

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

My commission expires: 1-25-2018

Greg Baker  
1-25-18, Notary Public  
GREG BAKER





Attached to and made a part hereof an Affidavit of Possession, by and between, the Wayne L. Carpenter Trust No. 1, dated October 1, 1992, by: (Wayne L. Carpenter and Leisha K. Carpenter), Trustees, AND the Leisha K. Carpenter Trust No. 1, dated October 1, 1992, by: (Leisha K. Carpenter and Wayne L. Carpenter), Trustees, AND Carpenter Cattle Company, Inc., a Kansas Corporation, AND Wayne L. Carpenter and Leisha K. Carpenter, husband and wife, as Lessors, and Red Oak Energy, INC., as Lessee, covering the following described property in Thomas County, Kansas to wit:

**Exhibit 'A'**

**Township 07 South – Range 36 West**

(Tract 1) Section 04: SE/4

(Tract 2) Section 04: SW/4 AND Section 05: A TRACT of land in the NW/4, described as follows: Beginning at the SW corner of said NW/4 thence North 400 feet to the point of beginning; from said point of beginning thence North 300 feet; thence East 500 feet; thence South 300 feet; thence West 500 feet to the point of beginning.

(Tract 4) Section 08: SW/4

(Tract 4) Section 09: NE/4

(Tract 5) Section 09: SE/4

(Tract 6) Section 09: NW/4

(Tract 7) Section 17: W/2NE/4 AND E/2NW/4 AND W/2NW/4

**AFFIDAVIT BY TRUSTEES**

---

COME NOW the undersigned. Of lawful age and upon his oath being duly sworn, and states as follows:

1. That this affidavit is made in connection with the following lands in Thomas County, Kansas. to-wit:

\*See 'Exhibit A' attached hereto and made a part hereof;

2. That we are the presently-existing Trustees of the trusts known as the

**the Wayne L. Carpenter Trust No, 1, AND the Leisha K. Carpenter Trust No, 1,**

Both dated, 10/1/1992 to which the above-described property was conveyed by deed recorded in Book \_\_\_\_\_ at page \_\_\_\_\_ of the records of the Register of Deeds of said County.

3. That said trusts are revocable and presently in existence.

4. We are authorized, without limitation, to execute and deliver to Red Oak Energy, INC., as lessee, an Oil and Gas lease or leases covering the above-described lands for a primary term of three (3) years.

5. That the original grantor-settlers of said trust were Wayne L. Carpenter and Leisha K. Carpenter.

6. Said Grantor-Settlers are both still living and presently married.

**FURTHER AFFIANTS SAITH NAUGHT:**

X: Leisha K. Carpenter  
(Leisha K. Carpenter), Trustee of the Wayne L. Carpenter Trust No, 1, dated October 1, 1992  
AND Trustee of the Leisha K. Carpenter Trust No, 1, dated October 1, 1992

X: Wayne L. Carpenter  
(Wayne L. Carpenter), Trustee of the Wayne L. Carpenter Trust No, 1, dated October 1, 1992  
AND Trustee of the Leisha K. Carpenter Trust No, 1, dated October 1, 1992

State of Kansas }  
County of Sherman }

SS. ACKNOWLEDGMENT FOR INDIVIDUALS  
(KsOkCoNe)

Before me, the undersigned, a Notary Public, within and for said County and State on this 4TH day of June, 2014, personally appeared (Wayne L. Carpenter and Leisha K. Carpenter), Trustees of the Wayne L. Carpenter Trust No, 1, dated October 1, 1992, to me personally known to be the identical person who executed the within and forgoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes therein set forth, and the same time the affiant was by me duly sworn to the forgoing Affidavit by Trustees.

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

My commission expires: 1-25-2018

Greg Baker  
GREG BAKER, Notary Public



Attached to and made a part hereof an Affidavit by Trustees, by and between, the Wayne L. Carpenter Trust No. 1, dated October 1, 1992, by: (Wayne L. Carpenter and Leisha K. Carpenter), Trustees, AND the Leisha K. Carpenter Trust No. 1, dated October 1, 1992, by: (Leisha K. Carpenter and Wayne L. Carpenter), Trustees, as Lessors, and Red Oak Energy, INC., as Lessee, covering the following described property in Thomas County, Kansas to wit:

**Exhibit 'A'**

**Township 07 South – Range 36 West**

(Tract 1) Section 04: SE/4

(Tract 2) Section 04: SW/4 AND Section 05: A TRACT of land in the NW/4, described as follows: Beginning at the SW corner of said NW/4 thence North 400 feet to the point of beginning: from said point of beginning thence North 300 feet; thence East 500 feet; thence South 300 feet; thence West 500 feet to the point of beginning.

(Tract 4) Section 08: SW/4

(Tract 4) Section 09: NE/4

(Tract 5) Section 09: SE/4

(Tract 6) Section 09: NW/4

(Tract 7) Section 17: W/2NE/4 AND E/2NW/4 AND W/2NW/4

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS                   §  
  §  
COUNTY OF THOMAS               §

This Assignment and Bill of Sale (“Assignment”) is made from **Gulf Exploration, L.L.C.** of 9701 N. Broadway Extension, Oklahoma City, Oklahoma 73114, **Garrett and Company Resources, L.L.C.** of 9701 N. Broadway Extension, Oklahoma City, Oklahoma 73114, **Come Big or Stay Home, L.L.C.** of 9701 N. Broadway Extension, Oklahoma City, Oklahoma 73114, **William P. Garrett** of 9701 N. Broadway Extension, Oklahoma City, Oklahoma 73114, **Easco, L.L.C.** of 833 S. Kelly, Suite 110, Edmond, Oklahoma 73003, **Hollberg Exploration, LLC** of 3615 S. Huron Street, Suite 203, Englewood, Colorado 80110, **Jacmor, Inc.** of 8028 N. May Avenue, Suite 202, Oklahoma City, Oklahoma 73120, **JHH, JR Oil & Gas, LLC** of 1905 Woodhill Road, Edmond, Oklahoma 73025, **Lochbuie, LLC** of 6801 Broadway Extension, Suite 300, Oklahoma City, Oklahoma 73116, **Mesquite Minerals, Inc.** of 6801 Broadway Extension, Suite 300, Oklahoma City, Oklahoma 73116, **Mid-American Oil Company** of 6801 Broadway Extension, Suite 300, Oklahoma City, Oklahoma 73116, **The Reserve Petroleum Company** of 6801 Broadway Extension, Suite 300, Oklahoma City, Oklahoma 73116, **Red Bluff Resources Operating LLC** of 3030 NW Expressway, Suite 900, Oklahoma City, Oklahoma 73112, **Santa Rosa Resources, Inc.** of 3405 Edloe, Suite 240, Houston, Texas 77027, and **Sunup, Inc.** of 324 NW 41<sup>st</sup> Street, Oklahoma City, Oklahoma 73118 (collectively “Assignor”) to **Val Energy, Inc.** of 125 N Market Street, Wichita, Kansas 67202 (“Assignee”). Assignor and Assignee are each a “Party,” and are collectively the “Parties” herein.

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms, conditions, and reservations set forth below, Assignor does hereby assign and convey to Assignee, all of Assignor’s right, title and interest in and to the **Carpenter Trust #1-9 Well** (“The Well”) located in **Section 9-7S-36W** in Thomas County, Kansas and the Oil and Gas Leases described on Exhibit “A” attached hereto, insofar and only insofar as it covers Section 9-7S-36W (“The Leases”). The Leases and the Well with the above limitations are collectively referred to as “The Assets.”

**There is expressly excepted and excluded from this conveyance and reserved by Assignor, any and all mineral, royalty, and overriding royalty interests in and to the lands covered by the Leases together with any rights appurtenant thereto. Such reserved interests shall not be considered or included as part of the Assets.**

TO HAVE AND TO HOLD unto Assignee, its successors and assigns, subject to i) any and all restrictions, easements, mineral reservations, and other matters of record, to the extent they are validly existing and applicable to the Assets and ii) the terms, conditions, and reservations set forth herein. THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED.

Assignee assumes and agrees to perform fully all of the obligations of Assignor with regard to the Assets arising from and after the Effective Date as hereinafter provided. ASSIGNEE AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY EACH ASSIGNOR AND ITS OWNERS, OFFICERS,

MANAGERS, DIRECTORS, EMPLOYEES, AND AGENTS (THE "ASSIGNOR INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, FINES, PENALTIES, REMEDIAL COSTS, JUDGMENTS, ATTORNEYS' FEES, COSTS OF DEFENSE, AND ANY OTHER COSTS OF ANY NATURE (COLLECTIVELY "LOSSES") IN ANY WAY ASSOCIATED WITH, ARISING FROM, OCCASIONED BY, OR RESULTING IN ANY MANNER FROM THE PERFORMANCE OF OR THE FAILURE TO PERFORM SUCH OBLIGATIONS ON OR AFTER THE EFFECTIVE DATE HEREOF. ASSIGNORS, AND EACH OF THEM, AGREE TO HOLD HARMLESS, DEFEND, AND INDEMNIFY ASSIGNEE, ITS SUCCESSORS AND ASSIGNS, AND THE OWNERS, OFFICERS, MANAGERS, DIRECTORS, EMPLOYEES, AND AGENTS OF EACH (THE "ASSIGNEE INDEMNITEES") FROM AND AGAINST ANY AND ALL LOSSES IN ANY WAY ASSOCIATED WITH, ARISING FROM, OCCASIONED BY, OR RESULTING IN ANY MANNER FROM THE PERFORMANCE OF OR THE FAILURE TO PERFORM SUCH OBLIGATIONS PRIOR TO THE EFFECTIVE DATE HEREOF.

Upon abandonment of each and any of the Well, Assignee agrees to properly plug same and restore the surface of the ground upon which such well(s) and production facilities are located in accordance with: i) all applicable environmental laws and regulations; ii) any local, state, or federal rules, regulations; and iii) the terms of each and every Lease and any other applicable agreements. ASSIGNEE AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY THE ASSIGNOR INDEMNITEES FROM AND AGAINST ANY AND ALL LOSSES IN ANY WAY ASSOCIATED WITH, ARISING FROM, OCCASIONED BY, OR RESULTING IN ANY MANNER FROM THE PLUGGING, ABANDONMENT, AND RESTORATION OF THE LEASE PREMISES OR THE FAILURE TO PERFORM SUCH ACTIONS.

All taxes, including but not limited to, all applicable ad valorem taxes, excise taxes, severance, and production taxes, and any other local, state, or federal taxes or assessments attributable to the Assets, including any deductions, credits, and refunds pertaining thereto, shall be apportioned between Assignor and Assignee as of the Effective Date, and Assignor and Assignee each indemnify and hold the other free and harmless from and against any such taxes as apportioned, including interests and penalties thereon.

ASSIGNEE ASSUMES ALL RISK AND LIABILITY OF ANY KIND AND NATURE INCIDENT TO, AND AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY THE ASSIGNOR INDEMNITEES FROM AND AGAINST ANY AND ALL LOSSES, INCLUDING BUT NOT LIMITED TO LOSSES RELATED TO PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH SUSTAINED BY ANY PERSON OR PERSONS WHOMSOEVER, NATURAL OR CORPORATE, IN ANY WAY ASSOCIATED WITH, ARISING FROM, OCCASIONED BY, OR RESULTING IN ANY MANNER FROM ASSIGNEE'S OWNERSHIP OF THE ASSETS OR THE OPERATIONS OF ASSIGNEE OR ITS EMPLOYEES, REPRESENTATIVES, AGENTS, SERVANTS, INVITEES, OR INDEPENDENT CONTRACTORS, RELATED TO THE ASSETS BASED ON ACTS OR EVENTS OCCURRING ON OR AFTER THE EFFECTIVE DATE, BUT NOT OTHERWISE.

This Assignment is made subject to all federal, state, and local laws, rules, orders and regulations pertaining in any way to the protection of air, water, earth, environmentally sensitive or threatened plant or animal life or any other part of the ecosystem. Assignee at its own cost shall comply with all such laws, rules, regulation, and regulations and requirements in the applicable oil and gas leases, either express or implied (each an "Obligation" and collectively the "Obligations"). ASSIGNEE SHALL DEFEND INDEMNIFY AND HOLD THE ASSIGNOR INDEMNITEES HARMLESS FROM ANY AND ALL LOSSES ARISING FROM OR CONNECTED WITH (I) ANY FAILURE TO COMPLY WITH ANY OBLIGATION ACCRUING ON OR AFTER THE EFFECTIVE DATE HEREOF (INCLUDING ALL THOSE ARISING IN CONNECTION WITH ANY NECESSARY PLUGGING AND ABANDONING OBLIGATIONS), OR (II) THE PHYSICAL CONDITION OF THE ASSETS TO THE EXTENT SUCH

CONDITION IS CAUSED, IN WHOLE OR IN PART, DUE TO THE ACTIONS OR INACTIONS OF ASSIGNEE OR ITS EMPLOYEES, REPRESENTATIVES, AGENTS, SERVANTS, INVITEES, OR INDEPENDENT CONTRACTORS ON OR AFTER THE EFFECTIVE DATE HEREOF.

THE INDEMNIFICATION PROVISIONS IN THIS ASSIGNMENT SHALL BE ENFORCEABLE REGARDLESS OF WHETHER THE LIABILITY IS BASED ON PAST, PRESENT OR FUTURE ACTS, CLAIMS OR LEGAL REQUIREMENTS (INCLUDING ANY PAST, PRESENT OR FUTURE BULK SALES LAW, ENVIRONMENTAL LAW, FRAUDULENT TRANSFER ACT, OCCUPATIONAL SAFETY AND HEALTH LAW, OR PRODUCTS LIABILITY, SECURITIES OR OTHER LEGAL REQUIREMENT), AND REGARDLESS OF WHETHER ANY PERSON (INCLUDING THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT) ALLEGES OR PROVES THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF THE PERSON SEEKING INDEMNIFICATION, OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED ON THE PERSON SEEKING INDEMNIFICATION.

All proceeds attributable to production from the Assets which occurred prior to the Effective Date shall belong to Assignor, and all proceeds attributable to production from the Assets which occurred on and subsequent to the Effective Date shall belong to Assignee.

Both Parties agree to execute and deliver all such other and additional instruments, notices, releases, acquittance, and other documents that are reasonably necessary to fully affect the assignment described herein and the original intention of both Parties and will do all such other acts and things as may be necessary to fully assure to the parties the rights and interests herein and hereby conveyed or excepted and reserved or intended so to be.

This instrument may be executed in multiple counterparts with each counterpart being considered an original for all purposes herein and binding upon the party executing same whether or not this instrument is executed by all parties hereto, and the signature and acknowledgment pages of the various counterparts hereto may be combined into one instrument for the purposes of recording this instrument in the Official Public Records of the applicable counties.

This Assignment is executed on the dates set forth in the acknowledgments below, to be effective for all purposes as of July 1, 2020 (the "Effective Date").

ASSIGNOR:

GULF EXPLORATION, L.L.C.

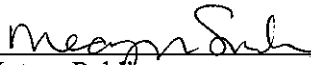
By:   
William P. Garrett, Manager

STATE OF Oklahoma  
COUNTY Oklahoma


This instrument was acknowledged before me on the 29 day of June, 2020, by William P. Garrett, Manager of Gulf Exploration, L.L.C. on behalf of said entity.

My Commission Expires:  
11-18-2020



  
Notary Public

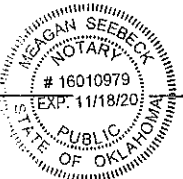
WILLIAM P. GARRETT


By: 

STATE OF Oklahoma  
COUNTY Oklahoma

This instrument was acknowledged before me on the 29 day of June, 2020, by William P. Garrett.

My Commission Expires:  
11-18-2020



  
Notary Public

GARRETT AND COMPANY RESOURCES, L.L.C.

By: [Signature]  
John W. Garrett, Manager

STATE OF Oklahoma  
COUNTY Oklahoma

This instrument was acknowledged before me on the 29 day of June, 2020, by John W. Garrett, Manager of Garrett and Company Resources, L.L.C. on behalf of said entity.

My Commission Expires:  
11-18-2020



[Signature]  
Notary Public

COME BIG OR STAY HOME, L.L.C.

By: [Signature]  
John W. Garrett, Manager

STATE OF Oklahoma  
COUNTY Oklahoma

This instrument was acknowledged before me on the 29 day of June, 2020, by John W. Garrett, Manager of Come Big or Stay Home, L.L.C. on behalf of said entity.

My Commission Expires:  
11-18-2020



[Signature]  
Notary Public



JACMOR, INC.

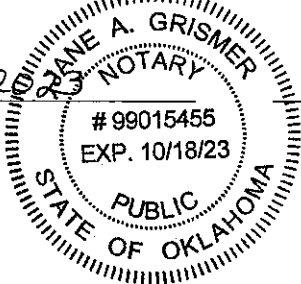
By: Jeff Trachtenberg  
Jeff Trachtenberg, President

STATE OF Oklahoma )  
COUNTY Oklahoma )

This instrument was acknowledged before me on the 1<sup>st</sup> day of July, 2020, by Jeff Trachtenberg, Manager of Jacmor, Inc., on behalf of said entity.


My Commission Expires:

October 18, 2023



Jane A. Grismer  
Notary Public

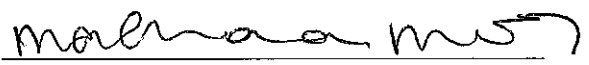
SANTA ROSA RESOURCES, INC.

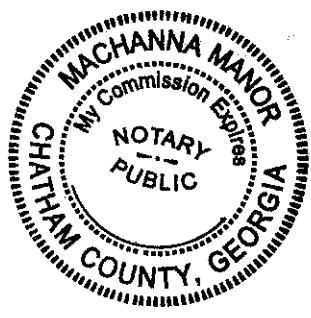
By:   
William Chambers, President

STATE OF Georgia )  
COUNTY Chatham )

This instrument was acknowledged before me on the 2<sup>nd</sup> day of July, 2020, by William Chambers, President of Santa Rosa Resources, Inc. on behalf of said entity.

My Commission Expires:  
11/15/2022

  
Notary Public



SUNUP, INC.

By: Robert McGinley  
Robert McGinley, President



STATE OF Oklahoma  
COUNTY Oklahoma

This instrument was acknowledged before me on the 6<sup>th</sup> day of July, 2020, by Robert McGinley, President of Sunup, Inc. on behalf of said entity.

My Commission Expires:  
12/17/2022

Karen Garcia  
Notary Public

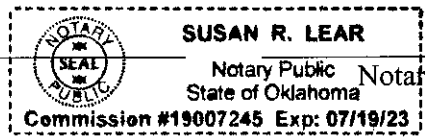
LOCHBUIE, L.L.C.

By: [Signature]  
Kyle McLain, Manager

STATE OF OKLAHOMA )  
COUNTY OKLAHOMA )

This instrument was acknowledged before me on the 7<sup>th</sup> day of July, 2020, by Kyle McLain, Manager of Lochbuie, L.L.C. on behalf of said entity.

My Commission Expires: 07/19/23



Susan R Lear

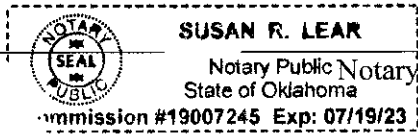
MESQUITE MINERALS, INC.

By: [Signature]  
Kyle McLain, ~~Manager~~  
Exec. Vice President

STATE OF OKLAHOMA )  
COUNTY OKLAHOMA )

This instrument was acknowledged before me on the 7<sup>th</sup> day of July, 2020, by Kyle McLain, ~~Manager~~ of Mesquite Minerals, Inc. on behalf of said entity.  
Exec. Vice President

My Commission Expires: 07/19/23



Susan R Lear

MID-AMERICAN OIL COMPANY

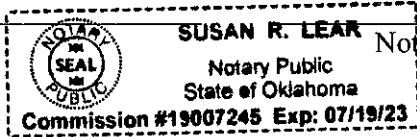
By: [Signature]  
Kyle McLain, ~~Manager~~  
Exec. Vice President

STATE OF OKLAHOMA )  
COUNTY OKLAHOMA )

This instrument was acknowledged before me on the 7<sup>th</sup> day of July, 2020, by Kyle McLain, ~~Manager~~ of Mid-American Oil Company on behalf of said entity.  
Exec. Vice President

My Commission Expires:

07/19/23



[Signature]  
Notary Public

THE RESERVE PETROLEUM COMPANY

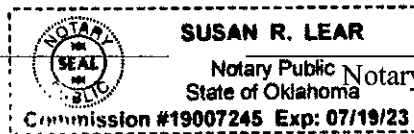
By: [Signature]  
Kyle McLain, ~~Manager~~  
Exec. Vice President

STATE OF OKLAHOMA )  
COUNTY OKLAHOMA )

This instrument was acknowledged before me on the 7<sup>th</sup> day of July, 2020, by Kyle McLain, ~~Manager~~ of The Reserve Petroleum Company on behalf of said entity.  
Exec. Vice President

My Commission Expires:

07/19/23



[Signature]  
Notary Public

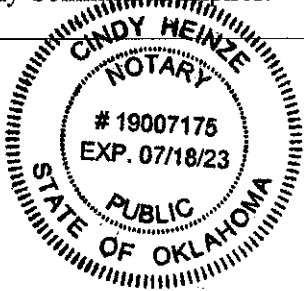
RED BLUFF RESOURCES OPERATING, L.L.C.  
a Delaware limited liability company

By: [Signature]  
Brian Exline, Vice President – Land & Business Development

STATE OF Oklahoma )  
COUNTY Oklahoma )

This instrument was acknowledged before me on the 6<sup>th</sup> day of July, 2020, by Brian Exline, Vice President – Land & Business Development of Red Bluff Resources Operating, L.L.C. a Delaware limited liability company on behalf of said entity.

My Commission Expires:



[Signature]  
Notary Public

EASCO, L.L.C.

By: J.O. Easley  
J.O. Easley, Manager

STATE OF Oklahoma )  
COUNTY Oklahoma )

This instrument was acknowledged before me on the 8<sup>th</sup> day of July, 2020, by J.O. Easley, Manager of Easco, L.L.C. on behalf of said entity.

My Commission Expires:  
10/15/22

Sarah Sellers  
Notary Public



JHH, JR OIL & GAS, L.L.C.

By: James H. Holloman, Jr.  
James H. Holloman, Jr., Manager

STATE OF Oklahoma  
COUNTY Oklahoma

This instrument was acknowledged before me on the 17 day of July, 2020, by James H. Holloman, Jr., Manager of JHH, JR Oil & Gas, L.L.C. on behalf of said entity.

My Commission Expires:  
July 20, 2021

Kay Webb  
Notary Public





HOLLBERG EXPLORATION, L.L.C.

By: *John Hollberg*  
John Hollberg, Manager

STATE OF Colorado  
COUNTY Douglas

This instrument was acknowledged before me on the 18 day of July, 2020, by John Hollberg, Manager of Hollberg Exploration, L.L.C. on behalf of said entity.

My Commission Expires: 01/25/2023

*Hector Palacios Estrada*  
Notary Public

**HECTOR SAMUEL PALACIOS ESTRADA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194003484  
MY COMMISSION EXPIRES 01/25/2023**

ASSIGNEE:

VAL ENERGY, INC.

By: K Todd Allen

STATE OF Oklahoma  
COUNTY Oklahoma

This instrument was acknowledged before me on the 4th day of August, 2020, by  
K Todd Allen on behalf of said entity.

My Commission Expires:

July 20, 2021



Kay Webb  
Notary Public

## **Exhibit "A"**

To that certain Assignment of Oil and Gas Leases effective the 1st day of July, 2020, in the NE/4 of Section 9-7S-36W Thomas County, Kansas.

### **OIL AND GAS LEASES**

Dated:	June 4, 2014
Recorded:	Book 239, Page 375
Lessor:	The Wayne L. Carpenter Trust No. 1 dated October 1, 1992 by Wayne L. Carpenter and Leisha K. Carpenter, Trustees, and the Leisha K. Carpenter Trust No. 1 dated October 1, 1992 by Leisha K. Carpenter and Wayne L. Carpenter, Trustees and Carpenter Cattle Company, Inc., a Kansas corporation, and Wayne L. Carpenter and Leisha K. Carpenter, husband and wife
Lessee:	Red Oak Energy, Inc.
Description:	NE/4 and NW/4 and SE/4 of Section 9-7S-36W