

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: _____

Title: _____

Signature: _____

Oil / Gas Purchaser: _____

Date: _____

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 OF OIL AND GAS LEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT OF OIL AND GAS LEASE AND BILL OF SALE is dated and effective as of September 1, 2020.

WHEREAS, H&C Oil Operating Company, Inc. is the operator and an owner of the Oil and Gas Leases described on Exhibit "A" attached hereto and made a part hereof:

NOW, THEREFORE, **H&C OIL OPERATING COMPANY, INC.**, hereinafter called Assignor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, transfer and convey unto **EDISON OPERATING COMPANY, LLC** a Kansas limited liability company, hereinafter called Assignee, all of Assignor's right, title, and interest in and to the Oil and Gas Leases and wells described on Exhibit "A" (including any ratifications and amendments thereto) attached hereto and made a part hereof; together with all equipment and rights incident thereto or used or obtained in connection with the development and operation thereof;

SEWARD COUNTY, KANSAS

To have and to hold unto Assignee, its successors and assigns, forever. This assignment is made without covenants of warranty of title, either express or implied, but is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect of the interests assigned hereunder. Assignee accepts the Oil and Gas Leases and all wells, equipment, and other property in their present "as is, where is" condition and Assignor disclaims all warranties, express or implied, including warranties of fitness and merchantability.

The leasehold interests covered hereby are assigned by the Assignors and accepted by the Assignee subject to the royalties and/or other burdens of record, and subject to the terms any agreements under which it may have been acquired by Assignor, and the Assignee hereby assume and agree to pay its proportionate part of each of said burdens to the extent that they are part or remain a burden on the lease acreage herein assigned and to comply with the terms of any agreements under which the lease acreage may have been acquired.

And it is understood that Assignee will be responsible for the payment of any and all production, ad valorem or sales taxes due or payable for the period from and after the Effective Date hereof attributable to the interest conveyed herein.

The accounting for, failure to pay, underpayment, or incorrect payment of any and all valid royalties, overriding royalties, working interests, production payments, net profits interests, and other burdens upon, measured by or payable out of production with respect to any Property attributable to the period that Hydrocarbons were produced and marketed from any Property prior to the Effective Time, shall be the responsibility of Sellers.

And Assignee assumes all obligations and responsibilities under the described oil and gas leases and wells on Exhibit "A" and all legal and regulatory obligations and responsibilities with respect to operations, including the plugging of wells, and will cause the transfer of operations to Assignee on the records of the KCC. Assignee agrees to record this Assignment of Oil and Gas Lease and Bill of Sale in the records of Seward County, Kansas.

All other rights and interests in, to or under or derived from the Leases or the Lands, even though the same may be improperly described in any records relating to same or in this Assignment, any exhibit, schedule or appendix to same or any other document signed or delivered in connection with the transactions contemplated by this Assignment; it is the express intent of the parties that all of the Assignor's right, title and interest in the described leases on Exhibit "A" be assigned to Assignee under this Assignment.

Assignor hereby assigns to Assignee, with full right of subrogation, to the extent so transferable, and the benefit and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property.

This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. Assignor agrees to sign and deliver to Assignee, from time to time, such other and additional instruments, notices, and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Assignee the described oil and gas leases.

This Assignment of Oil and Gas Lease and Bill of Sale may be executed by the parties hereto in copies or counterparts, each of which shall be deemed to be an original and all of which shall constitute one assignment, being this Assignment of Oil and Gas Lease and Bill of Sale.

H&C OIL OPERATING COMPANY, INC.

Charles Ramsay, Managing Partner

STATE OF KANSAS)
) §
COUNTY OF ELLIS)

Acknowledgment

This instrument was acknowledged before me on this _____ day of September 2020, by Charles Ramsay, as Managing Partner of H&C Oil Operating, Inc.

Notary Public

EDISON OPERATING COMPANY, LLC

David G. Withrow, Managing Partner

STATE OF KANSAS)
) §
COUNTY OF SEDGWICK)

Acknowledgment

This instrument was acknowledged before me on this _____ day of September 2020, by David G. Withrow, as Managing Partner of Edison Operating Company, LLC.

Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Lease and Bill of Sale dated September 1, 2020 by and between H&C Oil Operating, Inc., Et Al and Edison

WELLS										
Property Name		API	SECTION	TOWNSHIP	RANGE	COUNTY	STATE			
FRASER #1		1517520567	4	35S	32W	SEWARD	KS			
LEASES										
LESSOR	LESSEE	LEASE DATE	SECTION	TOWNSHIP	RANGE	QUARTERING	COUNTY	STATE	BOOK	PAGE
Elizabeth Fraser, a single woman	Robidoux Petroleum Co.	09/22/80	4	35S	32W	SE	SEWARD	KS	320	990
Gladys Pinegar, a widow	Lamotte Oil Company	05/02/81	4	35S	32W	SW	SEWARD	KS	325	129
Ross L. Pirtle and Pauline M. Pirtle, H&W	Lamotte Oil Co.	07/14/81	4	35S	32W	W2 NE	SEWARD	KS	327	194
Mildred Faye Dietrick and Ralph W. Dietrick, W&H	W.M. Bryan	08/14/74	4	35S	32W	N2	SEWARD	KS	279	900

WELLS										
WELL	Property Name	API	SECTION	TOWNSHIP	RANGE	COUNTY	STATE			
	SW COLLEGE 1-19	1517520374	19	31S	31W	SEWARD	KS			
	SW COLLEGE 3-19	1517521294	19	31S	31W	SEWARD	KS			
LEASES										
LESSOR	LESSEE	LEASE DATE	SECTION	TOWNSHIP	RANGE	QUARTERING	COUNTY	STATE	BOOK	PAGE
Sam D. Elliott and Bertha W. Elliott, H&W	Hardscrabble Associates	02/23/78	19	31S	31W	NE	SEWARD	KS	301	433
Jack A. Elliott and Esther P. Elliott, H&W	Hardscrabble Associates	02/23/78	19	31S	31W	NE	SEWARD	KS	301	438
Board of Trustees of Southwestern College	Hardscrabble Associates	01/26/78	19	31S	31W	NE	SEWARD	KS	301	443
Board of Trustees of Southwestern College	Hardscrabble Associates	01/26/78	19	31S	31W	SW	SEWARD	KS	301	435
Board of Trustees of Southwestern College	Hardscrabble Associates	01/26/78	19	31S	31W	SE	SEWARD	KS	301	440
Victor M. Ellis and Lucille B. Ellis, H&W	Hardscrabble Associates	06/08/78	19	31S	31W	NW	SEWARD	KS	303	284

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Lease and Bill of Sale dated September 1, 2020 by and between H&C Oil Operating, Inc., Et Al and Edison Operating Company,

WELLS

Property Name	API		SEC	TWN	RNG		COUNTY	ST		
LOFFLAND #1	1517520573		17	35S	31W		SEWARD	KS		
LEASES										
LESSOR	LESSEE	DATE	SEC	TWN	RNG	QTR	COUNTY	ST	BK	PG
Ralph O. Cutter and M. Maurine Cutter, his wife	Kimbark Oil & Gas Company	05/04/79	17	35S	31W	SW; SE	SEWARD	KS	309	821
Ruth L. Smith and Walter W. Smith, her husband	Kimbark Oil & Gas Company	05/04/79	17	35S	31W	SW	SEWARD	KS	309	819
Paul R. Cutter and Mary Cutter, his wife	Kimbark Oil & Gas Company	05/04/79	17	35S	31W	SW	SEWARD	KS	309	817
Silas E. Stone, a single man	Kimbark Oil & Gas Company	05/04/79	17	35S	31W	SW	SEWARD	KS	309	815
Jack R. Light, Trust Number 21-4657 by Paul A. Wolf, Ancillary Trustee, c/o United Bank of Denver, N.A.	Kimbark Oil & Gas Company	06/11/79	17	35S	31W	NE	SEWARD	KS	311	530
Ralph R. Smith, dealing in his own separate property	Kimbark Oil & Gas Company	06/15/79	17	35S	31W	W2 NW	SEWARD	KS	311	514
Dana Properties, a partnership	Kimbark Oil & Gas Company	06/29/79	17	35S	31W	W2 NW	SEWARD	KS	311	528
Flag-Redfern Oil Company	Kimbark Oil & Gas Company	08/21/80	17	35S	31W	W2 NW	SEWARD	KS	319	587
Panhandle Cooperative Royalty Co	Kimbark Oil & Gas Company	06/28/79	17	35S	31W	W2 NW	SEWARD	KS	311	526
Judy Elaine Gurley (formerly Judy Elaine Blackburn) & Roy E. Gurley, her husband Janet Sue Sanders (formerly Janet Sue Blackburn) & Jesse Sanders	Kimbark Oil & Gas Company	07/17/79	17	35S	31W	W2 NW	SEWARD	KS	311	722
Gertrude Blackburn, a widow, c/o Roy E. Gurley	Kimbark Oil & Gas Company	07/17/79	17	35S	31W	W2 NW	SEWARD	KS	311	820
Clara R. Hill, a widow	Kimbark Oil & Gas Company	03/03/80	8 9	35S	31W	8: E2 SE 9: W2; E2 NE; SE	SEWARD	KS	315	863
Charlene Mae Taylor, a single wom	Kimbark Oil & Gas Company	03/17/80	9	35S	31W	SE	SEWARD	KS	316	266
Charlene Mae Taylor, a single wom	Kimbark Oil & Gas Company	03/17/80	9	35S	31W	E2 SW; E2 NE	SEWARD	KS	316	264
Charlene Mae Taylor, a single wom	Kimbark Oil & Gas Company	03/17/80	8 9	35S	31W	8: E2 SE 9: W2 SW	SEWARD	KS	316	262
Charlene Mae Taylor, a single wom	Kimbark Oil & Gas Company	03/17/80	9	35S	31W	NW	SEWARD	KS	316	260
Robert E. McCreight, executor of the Estate of E.J. McCreight,	Kimbark Oil & Gas Company	03/03/80	8 9	35S	31W	8: E2 SE 9: W2; E2 NE; SE	SEWARD	KS	317	153
Esther Mae Hilbig, a widow	Kimbark Oil & Gas Company	05/27/80	9	35S	31W	W2; E2 NE; SE	SEWARD	KS	317	791
Darline G. Vance, individually and as Executrix of the Estate of Chas Vance, deceased	Kimbark Oil & Gas Company	05/27/80	9	35S	31W	NW; W2 SW	SEWARD	KS	318	19
J.M. Griffith and Hazel Griffith, his wife	Kimbark Oil & Gas Company	05/27/80	9	35S	31W	W2; E2 NE; SE	SEWARD	KS	318	17
Darline G. Vance, individually and as Executrix of the Estate of Chas Vance, deceased	Kimbark Oil & Gas Company	07/03/80	16	35S	31W	W2	SEWARD	KS	319	157
Esther Mae Hilbig, a widow	Kimbark Oil & Gas Company	07/03/80	8	35S	31W	E2 SE	SEWARD	KS	318	455
Esther Mae Hilbig, a widow	Kimbark Oil & Gas Company	07/03/80	16	35S	31W	W2	SEWARD	KS	319	155
R.P. Fuller, a married man dealing in his own separate property	Kimbark Oil & Gas Company	07/15/80	17	35S	31W	W2 NW	SEWARD	KS	318	457
Rex Fuller, a married man dealing in his own separate property	Kimbark Oil & Gas Company	07/15/80	17	35S	31W	W2 NW	SEWARD	KS	318	461
J.M. Griffith and Hazel Griffith, his wife	Kimbark Oil & Gas Company	07/03/80	8	35S	31W	E2 SE	SEWARD	KS	320	848
Clayton F. LeVeque and Fern LeVeque, his wife	Kimbark Oil & Gas Company	05/27/80	9	35S	31W	NW; W2 SW	SEWARD	KS	318	459
J.M. Griffith and Hazel Griffith, his wife	Kimbark Oil & Gas Company	07/03/80	16	35S	31W	W2	SEWARD	KS	319	149
Robert E. McCreight, executor of the Estate of E.J. McCreight,	Kimbark Oil & Gas Company	07/03/80	16	35S	31W	W2	SEWARD	KS	319	151
Clayton F. LeVeque and Fern LeVeque, his wife	Kimbark Oil & Gas Company	07/03/80	16	35S	31W	W2	SEWARD	KS	319	153
Charlene Mae Taylor, a single woman	Kimbark Oil & Gas Company	07/03/80	16	35S	31W	W2	SEWARD	KS	318	742
Clara R. Hill, a widow	Kimbark Oil & Gas Company	07/03/80	16	35S	31W	W2	SEWARD	KS	318	740

Exhibit "A"

Attached to and made a part of that certain Assignment of Oil and Gas Lease and Bill of Sale dated September 1, 2020 by and between H&C Oil Operating, Inc., Et Al and Edison Operating Company,

Margaret Ann Fuller Lydick (being one and the same person as Ann Fuller Cope) Frances Jane Jackson (being one and the same person as Jane Fuller Jackson) married women dealing in their own property by R.P. Fuller their Attorney-in-Fact	Kimbark Oil & Gas Company	08/01/80	17	35S	31W	W2 NW	SEWARD	KS	318	738
Glenna E. Potter, a married woman dealing in her own separate property	Kimbark Oil & Gas Company	09/12/80	8 17	35S	31W	8: S2 SW 17: E2 NW	SEWARD	KS	320	116
James Edward Potter, a single man	Kimbark Oil & Gas Company	09/12/80	8 17	35S	31W	8: S2 SW 17: E2 NW	SEWARD	KS	320	114
Jimmy L. Potter, a married man dealing in his own separate property	Kimbark Oil & Gas Company	09/12/80	8 17	35S	31W	8: S2 SW 17: E2 NW	SEWARD	KS	320	118
Alice F. Lofland, individually and as Executrix of the Estate of Ted R. Lofland, deceased	Kimbark Oil & Gas Company	09/10/80	17 18	35S	31W	17: lots 1,2,3,4 18: lots 1,2	SEWARD	KS	319	872
Mary F. Hawks, a widow and Evelyn J. Hayes	Kimbark Oil & Gas Company	09/10/80	17 18	35S	31W	17: lots 1,2,3,4 18: lots 1,2	SEWARD	KS	320	220
Clayton F. LeVeque and Fern LeVeque, his wife	Kimbark Oil & Gas Company	05/27/80	8	35S	31W	E2 SE	SEWARD	KS	320	850
Darline G. Vance, individually and as Executrix of the Estate of Chas Vance, deceased	Kimbark Oil & Gas Company	05/27/80	8	35S	31W	E2 SE	SEWARD	KS	320	846
Alice P. Lofland, a widow	Kimbark Oil & Gas Company	09/10/80	18	35S	31W	NE	SEWARD	KS	319	874
Michael Jesse Potter, a single man	Kimbark Oil & Gas Company	09/12/80	8 17	35S	31W	8: S2 SW 17: E2 NW	SEWARD	KS	320	222
Glenda Sue Robertson, a married woman dealing in her own separate property	Kimbark Oil & Gas Company	09/12/80	8 17	35S	31W	8: S2 SW 17: E2 NW	SEWARD	KS	320	383
Ladd Petroleum Corporation	Kimbark Oil & Gas Company	10/28/80	8	35S	31W	NE	SEWARD	KS	320	992
Guinn Dale Newman and Sherry Marie Newman, husband and wife	Kimbark Oil & Gas Company	09/22/80	8 17	35S	31W	8: S2 SW 17: E2 NW	SEWARD	KS	321	181
Mrs. R.C. Johnson, widow and R.C. Johnson Jr., Trustee	Kimbark Oil & Gas Company	11/20/80	17	35S	31W	W2 NW	SEWARD	KS	321	412
Jack R. Right Trust	Kimbark Oil & Gas Company	11/20/80	8	35S	31W	N2 SW; W2 SE	SEWARD	KS	321	945
Rudolph L. Smutny, a single person	Kimbark Oil & Gas Company	11/24/80	8	35S	31W	N2 SW; W2 SE	SEWARD	KS	321	883
J. Penrod Toles, Marybeth Toles Mangum and Christine Toles Elliot, married persons dealing in their own and separate property	Kimbark Oil & Gas Company	11/24/80	17	35S	31W	W2 NW	SEWARD	KS	321	885
James R. Yoxall and Constance C. Yoxall, his wife	Kimbark Oil & Gas Company	02/24/81	8	35S	31W	N2 SW	SEWARD	KS	325	861
James R. Yoxall and Constance C. Yoxall, his wife	Kimbark Oil & Gas Company	02/24/81	8	35S	31W	NW	SEWARD	KS	325	858
James R. Yoxall and Constance C. Yoxall, his wife	Kimbark Oil & Gas Company	02/24/81	8	35S	31W	W2 SE	SEWARD	KS	325	855
James R. Yoxall and Constance C. Yoxall, his wife	Kimbark Oil & Gas Company	02/24/81	8	35S	31W	W2 NE	SEWARD	KS	325	?
New ERA Royalties Co.	Kimbark Oil & Gas Company	07/08/81	18	35S	31W	NE	SEWARD	KS	327	379
Silas E. Stone, a single man	Kimbark Oil & Gas Company	07/17/81	17	35S	31W	lots 1,2	SEWARD	KS	326	928
Paul R. Cutter and Mary Cutter, his wife	Kimbark Oil & Gas Company	07/17/81	17	35S	31W	lots 1,2	SEWARD	KS	327	33
Ruth L. Smith and Walter W. Smith, her husband	Kimbark Oil & Gas Company	07/16/81	17	35S	31W	lots 1,2	SEWARD	KS	326	926
Donald D. Heitschmidt and Betty Jo Heitschmidt, husband and wife	Kimbark Oil & Gas Company	05/17/81	17	35S	31W	W2 NW	SEWARD	KS	326	333
Phyllis L. Wilson and C.W. Wilson, her husband	Kimbark Oil & Gas Company	07/30/80	8	35S	31W	S2 SW	SEWARD	KS	319	914
Phyllis L. Wilson and C.W. Wilson, her husband	Kimbark Oil & Gas Company	07/30/80	17	35S	31W	E2 NW	SEWARD	KS	319	916

ASSIGNMENT OF OIL AND GAS LEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT OF OIL AND GAS LEASE AND BILL OF SALE is dated and effective as of September 1, 2020.

WHEREAS, H&C Oil Operating, Inc. is the operator and an owner of the Oil and Gas Leases described on Exhibit "A" attached hereto and made a part hereof:

NOW, THEREFORE, *H&C OIL OPERATING, INC.*, hereinafter called Assignor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, transfer and convey unto *EDISON OPERATING COMPANY, LLC* a Kansas limited liability company, hereinafter called Assignee, all of Assignor's right, title, and interest in and to the Oil and Gas Leases and wells described on Exhibit "A" (including any ratifications and amendments thereto) attached hereto and made a part hereof; together with all equipment and rights incident thereto or used or obtained in connection with the development and operation thereof;

SEWARD COUNTY, KANSAS

To have and to hold unto Assignee, its successors and assigns, forever. This assignment is made without covenants of warranty of title, either express or implied, but is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect of the interests assigned hereunder. Assignee accepts the Oil and Gas Leases and all wells, equipment, and other property in their present "as is, where is" condition and Assignor disclaims all warranties, express or implied, including warranties of fitness and merchantability.

The leasehold interests covered hereby are assigned by the Assignors and accepted by the Assignee subject to the royalties and/or other burdens of record, and subject to the terms any agreements under which it may have been acquired by Assignor, and the Assignee hereby assume and agree to pay its proportionate part of each of said burdens to the extent that they are part or remain a burden on the lease acreage herein assigned and to comply with the terms of any agreements under which the lease acreage may have been acquired.

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The accounting for, failure to pay, underpayment, or incorrect payment of any and all valid royalties, overriding royalties, working interests, production payments, net profits interests, and other burdens upon, measured by or payable out of production with respect to any Property attributable to the period that Hydrocarbons were produced and marketed from any Property prior to the Effective Time, shall be the responsibility of Sellers.

And Assignee assumes all obligations and responsibilities under the described oil and gas leases and wells on Exhibit "A" and all legal and regulatory obligations and responsibilities with respect to operations, including the plugging of wells, and will cause the transfer of operations to Assignee on the records of the KCC. Assignee agrees to record this Assignment of Oil and Gas Lease and Bill of Sale in the records of Seward County, Kansas.

All other rights and interests in, to or under or derived from the Leases or the Lands, even though the same may be improperly described in any records relating to same or in this Assignment, any exhibit, schedule or appendix to same or any other document signed or delivered in connection with the transactions contemplated by this Assignment; it is the express intent of the parties that all of the Assignor's right, title and interest in the described leases on Exhibit "A" be assigned to Assignee under this Assignment.

Assignor hereby assigns to Assignee, with full right of subrogation, to the extent so transferable, and the benefit and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property.

This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. Assignor agrees to sign and deliver to Assignee, from time to time, such other and additional instruments, notices, and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Assignee the described oil and gas leases.

This Assignment of Oil and Gas Lease and Bill of Sale may be executed by the parties hereto in copies or counterparts, each of which shall be deemed to be an original and all of which shall constitute one assignment, being this Assignment of Oil and Gas Lease and Bill of Sale.

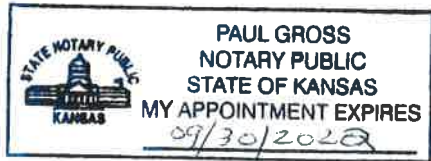
H&C OIL OPERATING, INC.

Robert E. Plante
Robert E. Plante, President

STATE OF KANSAS)
) §
COUNTY OF ROOKS)

Acknowledgment

This instrument was acknowledged before me on this 28th day of September 2020, by Robert E. Plante, as President of H&C Oil Operating, Inc.



Paul Gross
Notary Public

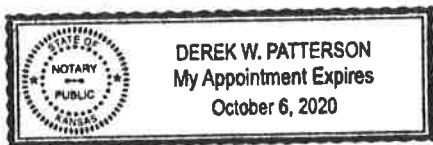
EDISON OPERATING COMPANY, LLC

David G. Withrow
David G. Withrow, Managing Partner

STATE OF KANSAS)
) §
COUNTY OF SEDGWICK)

Acknowledgment

This instrument was acknowledged before me on this 28th day of September 2020, by David G. Withrow, as Managing Partner of Edison Operating Company, LLC.



Derek W. Patterson
Notary Public