KOLAR Document ID: 1563779

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form T-1 April 2019 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:	ı				
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:				
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:				
Gas Gathering System:	Lease Name:				
Saltwater Disposal Well - Permit No.:					
Spot Location:feet from N / S Line	SecTwpRE				
feet from E / W Line	Legal Description of Lease:				
Enhanced Recovery Project Permit No.:					
Entire Project: Yes No	County:				
Number of Injection Wells**	Production Zone(s):				
Field Name:	Injection Zone(s):				
** Side Two Must Be Completed.	injection zone(s).				
Surface Pit Permit No.:	feet from N / S Line of Section				
(API No. if Drill Pit, WO or Haul)	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:				
	Date:				
Title:	Signature:				
New Operator's License No	Contact Person:				
New Operator's Name & Address:	Phone:				
·	Oil / Gas Purchaser:				
Nov. On anatoria Faraili					
New Operator's Email:	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 a	above injection well(s) or pit permit.				
is acknowledged as	is acknowledged as				
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit				
Permit No.: Recommended action:	permitted by No.:				
Date:	Date:				
Authorized Signature	Authorized Signature				
DIGITALIST	PROPULATION				
DISTRICT EPR I	PRODUCTION UIC				

KOLAR Document ID: 1563779

#### Side Two

#### Must Be Filed For All Wells

KDOR Lease No	0.:		_		
* Lease Name:			_ * Location:		
Well No. API No. (YR DRLD/PRE '67)		Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle:</i> FSL/FNL	Circle: FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		

A separate sheet may be attached if necessary.

<sup>\*</sup> When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

KOLAR Document ID: 1563779

#### 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: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:	
Contact Person:		
Phone: ( ) Fax: ( )		
Email Address:	- -	
Surface Owner Information:		
Name:	_ When filing a Form T-1 involving multiple surface owners, attach an additional	
Address 1:	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	
Address 2:	county and in the real estate property toy records of the county traceurer	
City: State: Zip:+	_	
the KCC with a plat showing the predicted locations of lease roads, to	thodic Protection Borehole Intent), you must supply the surface owners and ank batteries, pipelines, and electrical lines. The locations shown on the plat d on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.	
☐ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be	e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form m being filed is a Form C-1 or Form CB-1, the plat(s) required by this c, and email address.	
KCC will be required to send this information to the surface	I acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this ess of the surface owner by filling out the top section of this form and he KCC, which is enclosed with this form.	
If choosing the second option, submit payment of the \$30.00 handli form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ing fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.	
I hereby certify that the statements made herein are true and correct	t to the best of my knowledge and belief.	
Date: Signature of Operator or Agent:	Title:	

### **ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

STATE OF KANSAS

§

**COUNTY OF MARION** 

§

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated effective as of the 1<sup>st</sup> day of March, 2021 at 12:01 AM where the Assets, as defined herein, are located (the "Effective Time"), is from TREK AEC, LLC, a Texas Limited Liability Company, whose mailing address is 1020 E Levee St., Suite 130, Dallas, Texas 75207 ("Assignor") to C & J PRODUCTION, LLC, a Kansas Limited Liability Company, whose mailing address is 4 Fairway Drive, Marion, Kansas 66861 ("Assignee").

**NOW THEREFORE**, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby **SELL**, **ASSIGN**, **TRANSFER**, **GRANT**, **BARGAIN** and **CONVEY** to Assignee, effective as of the Effective Time, and subject to the terms of this Assignment, all of Assignor's right, title and interest in and to the following (all of which are called the "**Assets**"):

- 1. All oil and gas and mineral leases, subleases and other leasehold, royalty, overriding royalty, net profits, production payments, mineral fee, carried and other interests owned by Assignor, including but not limited to all of Assignor's interest in the leases (and any amendments thereto and ratifications thereof) described in **Exhibit A** attached hereto and made a part hereof ("**Leases**") and the lands described in said Leases and any amendments thereto ("**Lands**"), owned by Assignor associated with said Leases, Lands and/or Wells (as hereinafter defined), and all right, title and interest in and to the oil, gas and all other hydrocarbons in, on or under the Lands and non-hydrocarbons and other products, whether liquid or gaseous, produced in association therewith ("**Hydrocarbons**") after the Effective Time, even though such interests in the Leases or Lands covered thereby are incorrectly or qualitatively or quantitatively deficiently and/or insufficiently described herein or a description of any such interest in the Leases or Lands is omitted herein.
- 2. The oil and gas wells located on the Lands, including but not limited to those described on **Exhibit A**, ("**Wells**"), and all personal property and equipment located on or used or held for use in connection with the operation of the Assets as of the Effective Time.
- 3. The rights, to the extent transferable, in and to all existing and effective unitization and pooling agreements, declarations and orders, and the properties covered and the units created thereby to the extent that they relate to or affect any of Assignor's Leases, Lands, Wells, Hydrocarbons and other interests described in Paragraphs 1 and 2 or the production of Hydrocarbons, if any, attributable to said Leases, Lands, Wells, and other interests after the Effective Time.
- 4. The rights, to the extent transferable, in and to all oil, gas, liquids, condensate, casinghead gas and natural gas sales, purchase, exchange, gathering, transportation and processing contracts, joint operating agreements, balancing agreements, joint venture agreements, participation agreements, partnership agreements, farmout agreements and other contracts, agreements

and instruments, insofar and only insofar, as they relate to any of the Assets and other interests described in Paragraphs 1, 2, 3 and 5.

All personal property, fixtures, facilities, machinery, improvements, permits, licenses, approvals, orders, authorizations, franchises, servitudes, rightsof-way, easements, surface leases, road use agreements and other surface rights. All wells, tanks, boilers, buildings, pipelines, interconnects, injection facilities, saltwater disposal facilities, compression facilities, treatment facilities, processing facilities, metering or other equipment, gathering systems, other appurtenances and facilities), if any, located on or used or held for use in connection with or otherwise related to the exploration for or production, compression, gathering, treatment, processing, storing, sale, or disposal of Hydrocarbons or water produced from the Assets and other interests described in Paragraphs 1 through 4 to the extent that they are located on or used in the operation of such Assets and other interests as of the Effective Time, and all contract rights (including rights under leases to third parties) related thereto. More specifically, this Assignment does include all the personal property and improvements appurtenant to or used in connection with, including without limitation, the tanks, dehydrators, separators, compressors and other equipment located on or about the Leases.

This Assignment is made and accepted expressly subject to the following terms and conditions:

- THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE AND WITHOUT WARRANTY OF ANY OTHER KIND, EITHER EXPRESS, IMPLIED OR STATUTORY. ASSIGNEE ACKNOWLEDGES AND AFFIRMS THAT THE ASSETS HAVE BEEN UTILIZED FOR THE PURPOSE OF EXPLORATION, PRODUCTION AND DEVELOPMENT OF OIL AND GAS, AND THAT THE ASSETS ARE CONVEYED IN THEIR "AS IS, WHERE IS" CONDITION, WITH ALL EXISITING FAULTS. ASSIGNOR EXPRESSLY CONDITION, WITH ALL EXISITING FAULTS. DISCLAIMS AND NEGATES ANY WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, **FIXTURES** AND ITEMS OF MOVABLE **PROPERTY** ASSETS, ANY PART OF THE INCLUDING COMPRISING MERCHANTABILITY OR CONDITION, (ii) FITNESS FOR A PARTICULAR PURPOSE, (iii) CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF ASSIGNEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (v) ANY CLAIM BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT SAID PERSONAL PROPERTY, FIXTURES, EQUIPMENT, AND ITEMS ARE BEING CONVEYED TO ASSIGNEE "AS IS," "WHERE IS," WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.
- B. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce covenants, representations and warranties, if any, given by others with respect to the Assets, to the extent of the interests assigned hereunder.
- C. Assignee accepts the Assets subject to and assumes and agrees to pay, perform, fulfill and discharge all claims, costs (including but not limited to ad valorem, production, severance or excise taxes), expenses, liabilities (including but not limited to gas imbalances and environmental) and obligations in any way associated with or related to the Assets occurring on or after the Effective Time. Assignee shall be entitled to all revenues attributable to the Assets after the Effective Time. Assignee agrees to defend, indemnify, save and hold harmless Assignor and its affiliates, officers, directors, shareholders, representatives, employees, agents and their successors and assigns, forever from and against all claims, costs (including reasonable attorneys' fees and court costs), expenses, losses, damages and liabilities incurred by any such indemnified party for any matters arising in connection with the

Assets, with respect to events occurring on or after the Effective Time to the extent of the interest conveyed to Assignee herein.

Assignor agrees to pay, perform, fulfill and discharge all claims, costs (including but not limited to ad valorem, production, severance or excise taxes), expenses, liabilities (including but not limited to gas imbalances and environmental) and obligations in any way associated with or related to the Assets occurring prior to the Effective Time. Assignor shall be entitled to all revenues attributable to the Assets prior to the Effective Time. Assignor agrees to defend, indemnify, save and hold harmless Assignee and its affiliates, officers, directors, shareholders, representatives, employees, agents and their successors and assigns forever from and against all claims, costs (including reasonable attorneys' fees and court costs), expenses, losses, damages and liabilities incurred by any such indemnified party for any matters arising in connection with the Assets, with respect to events occurring prior to the Effective Time.

- D. Assignee agrees to assume responsibility for its proportionate share of plugging requirements or exceptions thereto, including bonding requirements in and on said Wells and all other personal property used or obtained in connection therewith, from and after the Effective Time.
- E. Unless provided otherwise, all recording references in Exhibit A hereto are to the official real property records of the county in which the Assets are located.
- F. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.
- G. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.
- H. EXCEPT FOR MATTERS OF TITLE, WHICH SHALL BE DETERMINED UNDER THE LAWS OF THE APPLICABLE LOCAL JURISDICTION, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS, WITHOUT REGARD TO ANY CONFLICTS OF LAW, RULE OR PRINCIPLE THAT MIGHT REFER SAME TO THE LAWS OF ANOTHER JURISDICTION.
- I. The parties hereto covenant that each will, without further consideration and whenever and as often as reasonably requested to do so by the other parties, their successors and assigns, use reasonable efforts to execute and deliver such additional documents and instruments of conveyance, transfer and assignment and to do or cause to be done all things necessary, proper or advisable to more effectively grant, sell, convey, assign, transfer and deliver to Assignee the Assets.
- J. Assignor and Assignee recognize that post-closing accounting adjustments may be required in accordance with the term of this Assignment, Bill of Sale and Conveyance to properly allocate revenues, expenses and ad valorem, severance or other taxes between Assignor and Assignee based on their respective ownership of the Assets relative to the Effective Time. Assignor and Assignee agree that Assignor shall be paid for its proportionate share of all oil above the load line as of the Effective Time as a post-closing accounting adjustment. Assignor and Assignee agree that the parties will periodically account to each other for such revenues, expenses and taxes, but shall in good faith attempt to conclude such post-closing settlement no later than sixty (60) days from the closing date.

TO HAVE AND TO HOLD unto said Assignee, its successors and assigns, the above described Assets, in accordance with the terms, covenants and conditions as set out above, without warranty, either express or implied, except the warranties, covenants and agreements specifically set forth herein.

IN WITNESS WHEREOF, this Assignment is executed to be effective for all purposes as of the Effective Time.

**ASSIGNOR** 

**ASSIGNEE** 

TREK AEC, LLC

By: 6 Name: Conrad Mirochna Title: Senior Vice President C & J PRODUCTION, LLC

By: 4 Name: Michael Sigel

Title: President

**ACKNOWLEDGMENTS** 

STATE OF TEXAS

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**COUNTY OF DALLAS** 

8

The foregoing instrument was acknowledged before me this 9th day of March, 2021 by Conrad Mirochna, as Senior Vice President, Operations of TREK AEC, LLC, a Texas Limited Liability Company, on behalf of said Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 9th day of March, 2021.

My commission expires:

02/05/2024 ID No 132345041

STATE OF KANSAS

8

COUNTY OF

The foregoing instrument was acknowledged before me this 2021, by Michael Sigel, as President of C & J PRODUCTION, LLC, a Kansas Limited

Liability Company, on behalf of said Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 2021.

My commission expires:

PHYLLIS FREEMAN My Appointment Expires December 6, 2022

Public, State of Kansas

#### **EXHIBIT A**

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE DATED MARCH 1, 2021 FROM TREK AEC, LLC, ASSIGNOR, TO C & J PRODUCTION, LLC, ASSIGNEE.

#### Leases

1. Lessor:

Elizabeth Frobenius, et al

Lessee:

R.C. Phillips

Date:

12/7/1954

Recording:

Book M79, Page 141

Description: NE/4 and S/2 NW/4 Section 13-21S-2E, Marion County, Kansas

Lessor:

Floyd Good, et al Robert H. Kirk

Lessee: Date:

1/28/1954

Recording:

Book M63, Page 609

Description:

W/2 NW/4 and S/2 NE/4 Section 18-21S-3E, Marion County,

Kansas

#### Wells

1. Well:

Frobenius 1

API:

15-11519099

Location:

NE/4 NE/4 Section 13-21S-2E, Marion County, Kansas

GWI:

1.00000000

NRI:

0.85500000

2. Well:

Good 1

API:

15-115-19111

Location:

SE/4 NE/4 Section 18-21S-3E, Marion County, Kansas

GWI:

1.00000000

NRI:

0.85500000

3. Well:

Good B7

API:

15-115-21043 SE/4 NE/4 Section 18, 21S-3E, Marion County, Kansas

GWI:

Location:

1.00000000 0.87500000

4. Well:

Abrahams 1 SWD

API: Location: 15-115-20747-0001 NE/4 SE/4 Section 13-21S-2E, Marion County, Kansas

GWI:

1.00000000

### **ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

8

STATE OF KANSAS

COUNTY OF MCPHERSON §

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated effective as of the 1<sup>st</sup> day of March, 2021 at 12:01 AM where the Assets, as defined herein, are located (the "Effective Time"), is from TREK AEC, LLC, a Texas limited liability company, whose mailing address is 1020 E Levee Street, Suite 130 Dallas, Texas 75207, and BUFFALO CREEK OIL & GAS, LLC, whose mailing address is 21 South Clark Street, Suite 3980, Chicago, IL 60603 (individually, "Assignor", and collectively, "Assignors") to C & J PRODUCTION, LLC, a Kansas Limited Liability Company, whose mailing address is 4 Fairway Drive, Marion, Kansas 66861 ("Assignee").

**NOW THEREFORE**, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby **SELL**, **ASSIGN**, **TRANSFER**, **GRANT**, **BARGAIN** and **CONVEY** to Assignee, effective as of the Effective Time, and subject to the terms of this Assignment, all of Assignors' right, title and interest in and to the following (all of which are called the "**Assets**"):

- 1. All oil and gas and mineral leases, subleases and other leasehold, royalty, overriding royalty, net profits, production payments, mineral fee, carried and other interests owned by Assignor, including but not limited to all of Assignor's interest in the lease (and any amendments thereto and ratifications thereof) described in **Exhibit A** attached hereto and made a part hereof ("**Lease**") and the lands described in said Lease and any amendments thereto ("**Lands**"), owned by Assignor associated with said Lease, Lands and/or Wells (as hereinafter defined), and all right, title and interest in and to the oil, gas and all other hydrocarbons in, on or under the Lands and non-hydrocarbons and other products, whether liquid or gaseous, produced in association therewith ("**Hydrocarbons**") after the Effective Time, even though such interests in the Lease or Lands covered thereby are incorrectly or qualitatively or quantitatively deficiently and/or insufficiently described herein or a description of any such interest in the Lease or Lands is omitted herein.
- 2. The oil and gas wells located on the Lands, including but not limited to those described on **Exhibit A**, ("**Wells**"), and all personal property and equipment located on or used or held for use in connection with the operation of the Assets as of the Effective Time.
- 3. The rights, to the extent transferable, in and to all oil, gas, liquids, condensate, casinghead gas and natural gas sales, purchase, exchange, gathering, transportation and processing contracts, joint operating agreements, balancing agreements, joint venture agreements, participation agreements, partnership agreements, farmout agreements and other contracts, agreements and instruments, insofar and only insofar, as they relate to any of the Assets and other interests described in Paragraphs 1, 2 and 4.
- 4. All personal property, fixtures, facilities, machinery, improvements, permits, licenses, approvals, orders, authorizations, franchises, servitudes, rights-of-way, easements, surface leases, road use agreements and other surface rights. All wells, tanks, boilers, buildings, pipelines, interconnects, injection facilities,

saltwater disposal facilities, compression facilities, treatment facilities, processing facilities, metering or other equipment, gathering systems, other appurtenances and facilities), if any, located on or used or held for use in connection with or otherwise related to the exploration for or production, compression, gathering, treatment, processing, storing, sale, or disposal of Hydrocarbons or water produced from the Assets and other interests described in Paragraphs 1 through 3 to the extent that they are located on or used in the operation of such Assets and other interests as of the Effective Time, and all contract rights (including rights under lease to third parties) related thereto. More specifically, this Assignment does include all the personal property and improvements appurtenant to or used in connection with, including without limitation, the tanks, dehydrators, separators, compressors and other equipment located on or about the Lease.

This Assignment is made and accepted expressly subject to the following terms and conditions:

- THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE AND WITHOUT WARRANTY OF ANY OTHER KIND, EITHER EXPRESS, IMPLIED OR STATUTORY. ASSIGNEE ACKNOWLEDGES AND AFFIRMS THAT THE ASSETS HAVE BEEN UTILIZED FOR THE PURPOSE OF EXPLORATION, PRODUCTION AND DEVELOPMENT OF OIL AND GAS, AND THAT THE ASSETS ARE CONVEYED IN THEIR "AS IS, WHERE IS" CONDITION, WITH ALL EXISITING FAULTS. ASSIGNORS EXPRESSLY DISCLAIM AND NEGATE ANY WARRANTY, EITHER EXPRESS OR IMPLIED. AS TO THE CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, FIXTURES AND ITEMS OF MOVABLE PROPERTY COMPRISING ANY PART OF THE ASSETS, INCLUDING (i) MERCHANTABILITY OR CONDITION, (ii) FITNESS FOR A PARTICULAR PURPOSE, (iii) CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF ASSIGNEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION. AND (v) ANY CLAIM BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS. WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT SAID PERSONAL PROPERTY, FIXTURES, EQUIPMENT, AND ITEMS ARE BEING CONVEYED TO ASSIGNEE "AS IS," "WHERE IS," WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.
- B. Assignors hereby grant and transfer to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce covenants, representations and warranties, if any, given by others with respect to the Assets, to the extent of the interests assigned hereunder.
- C. Assignee accepts the Assets subject to and assumes and agrees to pay, perform, fulfill and discharge all claims, costs (including but not limited to ad valorem, production, severance or excise taxes), expenses, liabilities (including but not limited to gas imbalances and environmental) and obligations in any way associated with or related to the Assets occurring on or after the Effective Time. Assignee shall be entitled to all revenues attributable to the Assets after the Effective Time. Assignee agrees to defend, indemnify, save and hold harmless Assignors and their affiliates, officers, directors, shareholders, representatives, employees, agents and their successors and assigns, forever from and against all claims, costs (including reasonable attorneys' fees and court costs), expenses, losses, damages and liabilities incurred by any such indemnified party for any matters arising in connection with the Assets, with respect to events occurring on or after the Effective Time to the extent of the interest conveyed to Assignee herein.

Assignors agree to pay, perform, fulfill and discharge all claims, costs (including but not limited to ad valorem, production, severance or excise taxes), expenses, liabilities (including but not limited to gas imbalances and environmental) and obligations in any way associated with or related to the Assets occurring **prior to** the Effective Time. Assignors shall be entitled to all revenues attributable to the

Assets prior to the Effective Time. Assignors agree to defend, indemnify, save and hold harmless Assignee and its affiliates, officers, directors, shareholders, representatives, employees, agents and their successors and assigns forever from and against all claims, costs (including reasonable attorneys' fees and court costs), expenses, losses, damages and liabilities incurred by any such indemnified party for any matters arising in connection with the Assets, with respect to events occurring prior to the Effective Time.

- D. Assignee agrees to assume responsibility for its proportionate share of plugging requirements or exceptions thereto, including bonding requirements in and on said Wells and all other personal property used or obtained in connection therewith, from and after the Effective Time.
- E. Unless provided otherwise, all recording references in Exhibit A hereto are to the official real property records of the county in which the Assets are located.
- F. This Assignment binds and inures to the benefit of Assignors and Assignee and their respective successors and assigns.
- G. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.
- H. EXCEPT FOR MATTERS OF TITLE, WHICH SHALL BE DETERMINED UNDER THE LAWS OF THE APPLICABLE LOCAL JURISDICTION, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS, WITHOUT REGARD TO ANY CONFLICTS OF LAW, RULE OR PRINCIPLE THAT MIGHT REFER SAME TO THE LAWS OF ANOTHER JURISDICTION.
- I. The parties hereto covenant that each will, without further consideration and whenever and as often as reasonably requested to do so by the other parties, their successors and assigns, use reasonable efforts to execute and deliver such additional documents and instruments of conveyance, transfer and assignment and to do or cause to be done all things necessary, proper or advisable to more effectively grant, sell, convey, assign, transfer and deliver to Assignee the Assets.
- J. Assignors and Assignee recognize that post-closing accounting adjustments may be required in accordance with the term of this Assignment, Bill of Sale and Conveyance to properly allocate revenues, expenses and ad valorem, severance or other taxes between Assignors and Assignee based on their respective ownership of the Assets relative to the Effective Time. Assignors and Assignee agree that Assignors shall be paid for their proportionate share of all oil above the load line as of the Effective Time as a post-closing accounting adjustment. Assignors and Assignee agree that the parties will periodically account to each other for such revenues, expenses and taxes, but shall in good faith attempt to conclude such post-closing settlement no later than sixty (60) days from the closing date.

TO HAVE AND TO HOLD unto said Assignee, its successors and assigns, the above described Assets, in accordance with the terms, covenants and conditions as set out above, without warranty, either express or implied, except the warranties, covenants and agreements specifically set forth herein.

(Signature pages attached)

**IN WITNESS WHEREOF**, this Assignment is executed to be effective for all purposes as of the Effective Time.

ASSIGNOR				
TREK AEC, LLC				
By: Conrad Mirochna Senior Vice President, Operations				
STATE OF TEXAS §				
COUNTY OF DALLAS §				
The foregoing instrument was acknowledged before me this 9 <sup>th</sup> day of March, 2021 by Conrad Mirochna, as Senior Vice President, Operations of TREK AEC, LLC, a Texas Limited Liability Company, on behalf of said Company.				
<b>GIVEN UNDER MY HAND AND SEAL OF OFFICE</b> , on this 26 <sup>th</sup> day of February, 2021.				
My commission expires:				
Micah A. Hinton My Commission Expires 02/05/2024 Notary Public, State of Texas				
<b>IN WITNESS WHEREOF</b> , this Assignment is executed to be effective for all purposes as of the Effective Time.				
ASSIGNOR				
<b>3</b>				
By:				
Name:				
Title:				
STATE OF ILLINOIS §				
COUNTY OF §				
The foregoing instrument was acknowledged before me this day of				
GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this day of, 2021.				
My commission expires:				

Notary Public, State of Illinois

conditions as set out above, without warranty, either express or implied, except the warranties, covenants and agreements specifically set forth herein.

(Signature pages attached)

**IN WITNESS WHEREOF**, this Assignment is executed to be effective for all purposes as of the Effective Time.

ASSIGNOR
By:Conrad Mirochna Senior Vice President, Operations
STATE OF TEXAS
COUNTY OF DALLAS §
The foregoing instrument was acknowledged before me this 9th day of March, 2021 by Conrad Mirochna, as Senior Vice President, Operations of TREK AEC, LLC, a Texas Limited Liability Company, on behalf of said Company.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 26th day of February, 2021.
My commission expires:
Notes Debis Obstant Torre
Notary Public, State of Texas
<b>IN WITNESS WHEREOF</b> , this Assignment is executed to be effective for all purposes as of the Effective Time.
ASSIGNOR
BUFFALO CREEK OIL & GAS, LLC
By: MJ osh
Name: MARK J. BOLANSFIELD
Title: Co. Pragident Molnican Petroleur Euc. as Managing Member
STATE OF ILLINOIS §
COUNTY OF <u>Cook</u> §
The foregoing instrument was acknowledged before me this 16 day of 2021, by Warr J. Evans is 16
GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this day of day of day.
My commission expires:  05/22/2024  Notary Public, State of Illinois
OFFICIAL SEAL MARJORIE BRANSFIELD TARY PUBLIC, STATE OF ILLINOIS COOK COUNTY  OFFICIAL SEAL MARJORIE BRANSFIEL MARJORIE BRANSFIEL NOTARY PUBLIC, STATE OF COOK COUNTY

MY COMMISSION EXPIRES

:024

MY COMMISSION EXPIRES 05/22/2024

**IN WITNESS WHEREOF**, this Assignment is executed to be effective for all purposes as of the Effective Time.

#### **ASSIGNEE**

C & J PRODUCTION, LLC

ву: <u> </u>	mil/3	
Name:	Michael S	Sizel

STATE OF KANSAS

Title: \_ Man

Notary Public, State of Kansas

My commission expires:

PHYLLIS FREEMAN
My Appointment Expires
December 6, 2022

## **EXHIBIT A**

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE DATED MARCH 1, 2021 FROM TREK AEC, LLC, ET AL, ASSIGNORS, TO C & J PRODUCTION, LLC, ASSIGNEE.

#### Lease

Lessor:

Florene D. Schmidt

Lessee:

Trek AEC, LLC

Date:

2/6/2018

Recording:

Book 667, Page 4972

Description:

Section 30-19S-1W: The SW/4 less and except a 3 acre tract more or less described as beginning at the SE corner of the said SW/4, thence North 396', thence West 330', thence South 396', thence East 330' to the point of beginning. Containing 157 acres,

more or less.

#### Wells

1. Well:

Chester Schmidt 1

API:

15-113-21134

Location:

S/2 SW/4 Section 30-19S-1W, McPherson County, Kansas

GWI:

1.00000000

NRI:

0.87500000

2. Well:

C. Schmidt 1

API:

15-113-20999

Location:

NE/4 SW/4 Section 30-19S-1W, McPherson County, Kansas 1.0000000

GWI: NRI:

0.87500000

3. Well:

D. Schmidt 1

API:

15-113-21090 NW/4 SW/4 Section 30-19S-1W, McPherson County, Kansas

Location: GWI:

1.00000000

NRI:

0.87500000