

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:

- 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: _____

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 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 _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* 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)
		Circle: FSL/FNL	Circle: FEL/FWL		
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

A separate sheet may be attached if necessary.

* 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.

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: _____

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS

COUNTY OF ELK

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This ASSIGNMENT AND BILL OF SALE (this “*Assignment*”) is effective as of May 1, 2021, at 12:01 a.m. local time at the location of the Assets (the “*Effective Time*”), from ENTRANSCO RESOURCES, LLC, a limited liability company whose address is P.O. Box 578, Dewey, OK 74029 and ENTRANSCO ENERGY, LLC, a limited liability company whose address is P.O. Box 578, Dewey, Oklahoma 74029 (“*Assignor*”), to REDBUD ENERGY PARTNERS, LLC, a Delaware limited liability company (“*Assignee*”) whose address is 16000 Stuebner Airline Road, Suite 320, Spring, Texas 77379. Assignor and Assignee are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*”.

FOR AND IN CONSIDERATION of the sum of TEN Dollars (\$10.00) plus the additional purchase price set forth on the attached **Schedule 1** (such aggregate amount, the “*Purchase Price*”), the mutual promises, covenants, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms set forth herein, Assignor does hereby GRANT, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER unto Assignee all of Assignor’s right, title, and interest in, to, and under the following (less and except for the Excluded Assets, collectively, the “*Assets*”):

- (a) the oil, gas and mineral leases described on the attached **Exhibit A**, including all working interests, reversionary interests, royalty interests, overriding royalty interests, net revenue interests, farmout rights, options and other rights to the leases, fee minerals in place and all other interests of any kind or character associated with the lands covered by such leases on **Exhibit A** (collectively, the “*Leases*”) together with any and all interests in and to the lands covered by the Leases, any lands pooled or unitized therewith, and any such pools or units (the “*Lands*”);
- (b) all oil and gas wells, water wells and other wells (including any inactive, shut-in, and/or previously plugged or abandoned wells) located on or under the Leases and/or Lands, including the oil and gas wells more fully described on the attached **Exhibit B** (the “*Wells*”), and all Hydrocarbons produced from the Wells, Leases or Lands on or after the Effective Time and all proceeds attributable thereto;
- (c) all written contracts to the extent related to, or which are binding upon, any of the Assets (excluding the Leases and Surface Rights, the “*Contracts*”);
- (d) all surface fee interests, easements, rights-of-way, permits, licenses, surface use agreements, water rights, and other surface and subsurface rights to the extent used or held for use in connection with the ownership or operation of any of the Wells, including those set forth on the attached **Exhibit C** (the “*Surface Rights*”);
- (e) all inventory, supplies, tools, spare parts, fixtures, vehicles, rolling stock, equipment and facilities used or held for use in connection with the ownership, use or operation of any of the Assets, including all such wellhead equipment, pumps, pumping units, hydrocarbon measurement facilities, compressors, tanks, buildings, treatment facilities, injection facilities, disposal facilities, compression facilities, pipe, parts, tools, telemetry devices, and other tangible personal property;
- (f) all Hydrocarbons produced from the Wells that are in storage or existing in stock tanks, pipelines or plants (including inventory) as of the Effective Time, and all proceeds attributable thereto;
- (g) all claims, causes of actions, audit rights, warranties, rights to payment, refund, or indemnity with respect to the Assets, in each case, to the extent (i) related to any Assumed Liabilities or (ii) accruing or attributable to any period after the Effective Time; and
- (h) to the extent related to the ownership, use or operation of the Assets, the following: lease files; land files; well files; gas and oil sales contract files; gas processing files; division order files; abstracts; title opinions; land surveys; logs; maps; engineering data and reports; and other books, records, data, files, and accounting records; but, in each case, excluding (i) any books, records, data, files, maps and accounting records to the extent disclosure or transfer is restricted or

prohibited by third-party agreement or applicable law (provided Assignor has used commercially reasonable efforts, at no out-of-pocket cost to Assignor, to obtain waivers of such restrictions), (ii) employee files and records, (iii) attorney-client privileged communications and work product of Assignor's legal counsel (other than title opinions), and (iv) records relating to the negotiation and consummation of the sale of the Assets by Assignor other than those of Assignee (subject to such exclusions, the "Records").

Notwithstanding the foregoing, the Assets do not include, and Assignor hereby reserves and retains, all of the following ("Excluded Assets"): (a) all corporate, financial, income Tax, and franchise Tax records of Assignor (other than title records pertaining to the Assets), and all other information, records, and data that relate to Assignor's business generally (and not the Assets); (b) except to the extent related to any Assumed Liabilities, all accounts receivable, trade accounts, audit rights, warranties, claims, and rights to payment, refund, or indemnity, in each case, accruing or attributable to any period before the Effective Time or to any Excluded Assets, and all rights, claims, and causes of action relating to the foregoing; (c) all production of Hydrocarbons from or attributable to the Assets with respect to any period before the Effective Time (other than Hydrocarbons in storage at the Effective Time) and all proceeds attributable thereto; (d) except to the extent related to any Assumed Liabilities, all insurance policies and all rights, claims, payments, and proceeds thereunder; (e) all deposits, specifically including electrical deposits, surety bonds, letters of credit, and collateral pledged to secure any Liability of Assignor in respect of the Assets; (f) all books, records, data, files, and records of the types described in subparts (i) through (iv) of the preceding paragraph; (g) all claims of Assignor or its Affiliate for refunds of or loss of carry forwards in respect of any Taxes for which Assignor is liable for payment; (h) all office furniture, office supplies, personal computers and associated peripherals, licensed software, radio and telephone equipment, and cell phones; (i) all hedge contracts and agreements, and all rights and Liabilities thereunder; (j) all contracts and instruments of Assignor or any of its Affiliates evidencing any indebtedness for borrowed money, deferred payment of purchase price, or carry obligation, or any guaranty, endorsement, assumption, or other contingent obligation in respect of indebtedness of others, and all Liabilities thereunder; and (k) a copy of all Records.

It is the intent of the Parties that Assignor convey, and this Assignment hereby conveys, to Assignee, from and after the Effective Time, the Assets, regardless of errors in description, any incorrect or misspelled names, or any mistranscribed or incorrect recording references.

TO HAVE AND TO HOLD all and singular the Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereto appertaining unto Assignee and its successors and assigns forever, subject only to the terms and provisions of this Assignment.

1. Limitations on Representations and Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR IN SECTION 4, ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION 1 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW.

2. Assumption and Retention of Liabilities. Assignee assumes and hereby agrees to fulfill, perform, pay, assume, and discharge (or cause to be fulfilled, performed, paid, and discharged) the liabilities set forth on Schedule 2 and any and all Liabilities (known or unknown or absolute or contingent) under, attributable or allocable to, arising out of, based upon, or otherwise relating to (i) the ownership, use or operation of the Assets from and after the Effective Time, or (ii) any P&A Obligations related to the Assets (the "Assumed Liabilities"). Assignor retains and hereby agrees to fulfill, perform, pay, retain, and discharge (or cause to be fulfilled, performed, paid, and discharged) any and all Liabilities (known or unknown or absolute or contingent) under, attributable or allocable to, arising out of, based upon, or otherwise relating to the ownership, use or operation of the Assets prior to the Effective Time, including any Environmental Liabilities, but excluding any P&A Obligations related to the Assets (the "Retained Liabilities").

3. Revenues, Expenses and Taxes; Settlement. All production from the Assets occurring during periods prior to the Effective Time (except for Hydrocarbons in storage or existing in stock tanks, pipelines or plants as of the Effective Time) and all proceeds from the sale of such production shall be the property of Assignor. Assignor shall be responsible for payment of all Property Expenses and Asset Taxes that are attributable to the ownership, use or operation of the Assets or production occurring (except for those Assets Taxes payable out of or measured by Hydrocarbons in storage or existing in stock tanks, pipelines or plants as of the Effective Time) during the period prior to the Effective Time, other than the Asset Taxes listed on Schedule 2.

All production from the Assets occurring during the periods on or after the Effective Time (and all Hydrocarbons in storage or existing in stock tanks, pipelines or plants as of the Effective Time) and the proceeds from the sale of such production shall be the property of Assignee. Assignee shall be responsible

for payment of all Property Expenses and Asset Taxes attributable to the ownership, use or operation of the Assets at or after the Effective Time and those Assets Taxes payable out of or measured by Hydrocarbons in storage or existing in stock tanks, pipelines or plants as of the Effective Time.

4. Representations and Warranties of the Parties. Each of Assignor and Assignee hereby represents and warrants to the other as of the date hereof the following: (i) such Party is duly organized, validly existing and in good standing under the laws of the state of its formation and is duly qualified and/or licensed, as may be required, and in good standing in all jurisdictions in which it carries on business or owns assets, including the state of Kansas; (ii) such Party has the adequate power, authority, and legal right to enter into this Assignment and to consummate the transactions contemplated herein, and such Party has taken all necessary action to authorize the execution, delivery, and performance of this Assignment; (iii) this Assignment is legal, valid, and binding with respect to such Party and enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, or similar Laws affecting creditors' rights generally or by principles of equity; (iv) such Party's execution and delivery of this Assignment does not, and the fulfillment of and compliance with the terms and conditions hereof will not (whether with or without the giving of notice, the passage of time, or otherwise) (a) violate or conflict with any provision of such Party's governing documents, (b) result in default (with due notice or lapse of time or both) or the creation of any lien or encumbrance or give rise to any right of termination, cancellation or acceleration under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, other financing instrument, license or agreement to which such Party is a party, or (c) violate any Law, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any Governmental Body applicable to such Party; and (v) there are no bankruptcy, reorganization, or arrangement proceedings pending, being contemplated by, or, to such Party's knowledge, threatened against such Party or any of its Affiliates.

5. Assignor Indemnity. Assignor shall be responsible for, shall pay on a current basis, and shall DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS Assignee, its Affiliates and its and their directors, partners, managers, members, stockholders, officers, employees, agents, advisors, and attorneys (collectively, the "Indemnified Assignee Parties") for, from, and against any and all Liabilities incurred, suffered, or paid by, or asserted against, or resulting to any of the Indemnified Assignee Parties and which result from, arise out of or in connection with, are based upon or related to, or exist by reason of (i) any breach by Assignor of its representations, warranties, covenants or agreements contained in this Assignment; or (ii) the Retained Liabilities.

6. Assignee Indemnity. Assignee shall be responsible for, shall pay on a current basis, and shall DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS Assignor, its Affiliates and its and their directors, partners, managers, members, stockholders, officers, employees, agents, advisors, and attorneys (collectively, the "Indemnified Assignor Parties") for, from, and against any and all Liabilities incurred, suffered, or paid by, or asserted against, or resulting to any of the Indemnified Assignor Parties and which result from, arise out of or in connection with, are based upon or related to, or exist by reason of: (a) any breach by Assignee of its representations, warranties, covenants or agreements contained in this Assignment; or (b) the Assumed Liabilities.

7. EXPRESS NEGLIGENCE. WITHOUT LIMITING OR ENLARGING THE SCOPE OF THE PROVISIONS SET FORTH IN SECTION 5 OR SECTION 6 ABOVE, TO THE FULLEST EXTENT PERMITTED BY LAW, AN INDEMNIFIED PARTY WILL BE ENTITLED TO INDEMNIFICATION HEREUNDER IN ACCORDANCE WITH THE TERMS OF SECTION 5 OR SECTION 6, REGARDLESS OF WHETHER THE ACT, OCCURRENCE, OR CIRCUMSTANCE GIVING RISE TO ANY SUCH INDEMNIFICATION OBLIGATION IS THE RESULT OF THE SOLE, ACTIVE, PASSIVE, CONCURRENT, OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY, BREACH OF DUTY (STATUTORY OR OTHERWISE), OR OTHER FAULT OR VIOLATION OF ANY LAW OF OR BY ANY SUCH INDEMNIFIED PARTY, PROVIDED THAT NO SUCH INDEMNIFICATION SHALL BE APPLICABLE TO THE EXTENT OF ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY.

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

9. Exhibits. The Exhibits to this Assignment are hereby incorporated by reference and constitute a part of this Assignment. The Parties agree that this conveyance includes all lands covered by each instrument, regardless of whether such lands are particularly or accurately described in any Exhibit.

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

11. Further Assurances. Assignor shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, to Assignee, and Assignee shall execute, acknowledge, and deliver, and cause to be executed, acknowledged, and delivered to Assignor, such further documents and

instruments, and take such other and further actions, as may be reasonably requested by each such Party in order to convey and deliver the Assets to Assignee and to accomplish the orderly transfer of the Assets to Assignee (including operatorship thereof) in the manner contemplated by this Assignment, and to more fully effect the assumption and performance by Assignee of the Assumed Liabilities, in each case, subject to the terms and provisions of this Assignment.

12. Entire Agreement. This Assignment (including the Exhibits attached hereto) contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and all prior and contemporaneous negotiations, understandings, and agreements between the Parties on the matters contained herein are expressly merged into and superseded by this Assignment. The provisions of this Assignment may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. No Party shall be liable or bound to any other Party in any manner by any representations, warranties, covenants, or agreements relating to such subject matter except as specifically set forth in this Assignment.

13. Amendment; Waiver; Cumulative Rights. This Assignment may not be amended except by a written agreement of the Parties that is identified as an amendment to this Assignment. The Parties' rights under this Assignment may not be waived except by an instrument in writing signed by the Party to be charged with the waiver. No waiver of, or consent to a change in, or modification of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of, or consent to a change in, or modification of other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. The rights of the Parties under this Assignment shall be cumulative, and the exercise or partial exercise of any such right shall not preclude the exercise of any other right.

14. Legal Fees. If either Party or its affiliates or representatives institutes a proceeding against the other Party relating to the provisions of this Assignment, the party to such proceeding which does not prevail will reimburse the prevailing party therein (regardless of whether the prevailing party is the plaintiff or the defendant in such proceeding) for the reasonable expenses of attorneys' fees and disbursements incurred by the prevailing party. The applicable Governmental Body shall be empowered to designate the prevailing party for purposes of this Section 14.

15. Certain Expenses. Except as otherwise expressly set forth herein, each Party will pay its own attorney fees and other expenses incurred in connection the negotiation and consummation of the transactions contemplated by this Assignment. Assignee shall bear and pay all (a) recording costs and filing fees for this Assignment and (b) any Transfer Taxes on the transactions contemplated by this Assignment.

16. GOVERNING LAW; JURISDICTION; JURY WAIVER. THIS ASSIGNMENT WILL BE INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA (EXCEPT AS TO TITLE MATTERS, WHICH SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE ASSETS ARE LOCATED), WITHOUT GIVING EFFECT TO RULES OR PRINCIPLES OF CONFLICTS OF LAW THAT MIGHT OTHERWISE REFER TO THE LAWS OF ANOTHER JURISDICTION. EACH PARTY CONSENTS TO THE EXERCISE OF JURISDICTION *IN PERSONAM* BY THE COURTS OF THE STATE OF OKLAHOMA FOR ANY ACTION ARISING OUT OF THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. ALL PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS ASSIGNMENT SHALL BE EXCLUSIVELY LITIGATED IN COURTS HAVING SITES IN BARTLESVILLE, WASHINGTON COUNTY, TEXAS, AND EACH PARTY WAIVES ANY OBJECTION IT MAY HAVE TO VENUE OR JURISDICTION THEREIN. EACH OF PARTY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

17. Definitions. As used in this Assignment, the following terms have the meanings ascribed to them below:

(a) "Affiliate" means, with respect to a Party, any person or entity directly or indirectly controlled by, controlling, or under common control with, such Party, including any subsidiary of such Party and any "affiliate" of such Party within the meaning of Reg. §240.12b-2 of the Securities Exchange Act of 1934, as amended. As used in this definition, "control" means possession, directly or indirectly, of the power to direct or cause the direction of management, policies, or action through ownership of voting securities, contract, voting trust, or membership in management or in the group appointing or electing management or otherwise through formal or informal arrangements or business relationships. The terms "controlled by," "controlling," and other derivatives shall be construed accordingly.

(b) "Asset Taxes" means ad valorem, property, excise, severance, production, sales, real estate, use, personal property and similar Taxes (including any interest, fine, penalty or

additions to tax imposed by governmental bodies in connection with such Taxes) based upon the operation, use or ownership of the Assets, the production of Hydrocarbons or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, income or franchise Taxes based upon, measured by, or calculated with respect to net income, profits, capital, or similar measures (or multiple bases, including corporate, franchise, business and occupation, business license, or similar taxes, if net income, profits, capital, or a similar measure is one of the bases on which such Tax is based, measured, or calculated).

(c) “Environmental Law” means any applicable Laws relating to protection of human health, workplace safety, occupational health, or pollution or the protection of the environment, including those Laws relating to the presence, storage, handling, and use of Hazardous Materials and those Laws relating to the generation, processing, treatment, storage, transportation, disposal or other management thereof.

(d) “Environmental Liability” means all Liabilities and other responsibilities arising from or under either Environmental Laws or third party claims relating to the environment or pollution, and which relate to the Assets or the ownership or operation of the same, but excluding P&A Obligations.

(e) “Governmental Body” means any (i) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

(f) “Hazardous Materials” means any (i) chemical, constituent, material, pollutant, contaminant, substance, or waste that is regulated by any Governmental Body or may form the basis of liability under any Environmental Law; and (ii) petroleum, Hydrocarbons, or petroleum products.

(g) “Hydrocarbons” means oil and gas and other hydrocarbons (including condensate) produced or processed in association therewith (whether or not such item is in liquid or gaseous form), or any combination thereof, and any minerals produced in association therewith.

(h) “Law” means any federal, state, local, municipal, foreign, international, or multinational law, order, constitution, ordinance, or rule, including rules of common law, regulation, statute, treaty, or other legally enforceable directive or requirement.

(i) “Liabilities” means any and all claims, suits, proceedings, demands, causes of action, payments, charges, judgments, assessments, obligations, losses, diminution in value, liabilities, damages, penalties, fines, expenses, costs, fees, settlements, and deficiencies, including any attorneys’ fees, legal, and other costs and expenses suffered or incurred therewith.

(j) “Property Expenses” means all operating expenses and capital expenditures incurred in the ownership and operation of the Assets in the ordinary course of business and, where applicable, in accordance with the relevant operating or unit agreement, if any, and overhead costs charged by Third Party operators to the Assets under the relevant operating agreement or unit agreement, if any, but excluding Liabilities attributable to (i) personal injury or death, property damage, other legal tort, or violation of any Law, Lease, or Contract, (ii) Environmental Liabilities, (iii) plugging, replugging, removal, abandonment, decommissioning, disposal, dismantling, capping, burying, or surface restoration (“P&A Obligations”), (iv) obligations with respect to wellhead, pipeline, processing or transportation imbalances, (v) third party funds held in suspense, (vi) Assignor’s or its Affiliates overhead and general and administrative costs, (vii) title curative costs, or (viii) Taxes.

(k) “Permitted Encumbrances” means any of the following to the extent and only to the extent that the same do not, individually or in the aggregate, (i) reduce Assignor’s net revenue interest or net mineral acres, or increase its working interest (without at least a proportionate corresponding increase in its net revenue interest) in any of the Assets or (ii) materially impair the ownership, use, or operation of the Assets as currently owned, used or operated:

(i) rights of reassignment arising upon final intention to abandon or release the Assets to the extent not yet triggered as of the date hereof;

(ii) liens for Taxes not yet due;

(iii) all rights to consent by, required notices to, filings with, or other actions by Governmental Bodies in connection with the conveyance of the Leases or Wells, if the same are customarily sought and received after assignment;

(iv) all Laws and all rights reserved to or vested in any Governmental Body (i) to control or regulate any Asset in any manner; (ii) by the terms of any right, power, franchise, grant, license or permit, or by any provision of law, to terminate such right, power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any of the Assets; (iii) to use such property in a manner which does not materially impair the use of such property for the purposes for which it is currently owned and operated; or (iv) to enforce any obligations or duties affecting the Assets to any Governmental Body with respect to any right, power, franchise, grant, license or permit;

(v) rights of a common owner of any interest currently held by Assignor and such common owner as tenants in common or through common ownership;

(vi) easements, conditions, covenants, restrictions, servitudes, permits, rights-of-way, surface leases, and other rights in the Assets for the purpose of operations, facilities, roads, alleys, highways, railways, pipelines, transmission lines, transportation lines, distribution lines, power lines, telephone lines, removal of timber, grazing, logging operations, canals, ditches, reservoirs and other like purposes, or for the joint or common use of real estate, rights-of-way, facilities and equipment;

(vii) vendors, carriers, warehousemen's, repairmen's, mechanics', workmen's, materialmen's, construction or other like liens arising by operation of law in the ordinary course of business or incident to the construction or improvement of any property in respect of obligations which are not yet due;

(viii) encumbrances created under Leases or any joint operating agreements applicable to the Assets or by operation of law in respect of obligations that are not yet due;

(ix) the terms and provisions of the Leases, Surface Rights, and Contracts, including any calls on Hydrocarbon production under existing Contracts; and

(x) the operation of any maintenance of uniform interest provision in an operating agreement.

(l) **"Taxes"** means (i) any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, assessments, unclaimed property and escheat obligations and other governmental charges imposed by any Governmental Body, including income, profits, franchise, alternative or add-on minimum, gross receipts, environmental (including taxes under Section 59A of the US Tax Code), registration, withholding, employment, social security (or similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated, unemployment, severance, compensation, utility, stamp, premium, windfall profits, transfer, gains, production and excise taxes, and customs duties, together with any interest, penalties, fines or additions thereto and (ii) any successor or transferee liability in respect of any items described in clause (i) above.

(m) **"Transfer Taxes"** means all transfer, documentary, sales, use, stamp, registration and similar Taxes (but excluding income Taxes) and fees arising out of, or in connection with, the transfer of the Assets.

18. **Interpretation.** References in this Assignment to articles, sections, and exhibits, are to articles, sections, and exhibits of this Assignment unless otherwise specified. The words (a) "this Assignment", "hereby", "hereof", "herein", "hereunder", and similar words refer to all of this Assignment, including the exhibits, and not to any particular article, section, or other subdivision of this Assignment, and (b) "include", "includes", and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of similar import. The word "or" is not necessarily exclusive. Assignor and Assignee acknowledge and declare that this Assignment is the result of extensive negotiations between them. Accordingly, if there is any ambiguity in this Assignment, there shall be no presumption that this instrument was prepared solely by either Assignor or Assignee.

19. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed valid and binding with respect to the signatories thereto, and all of which together shall constitute one and the same conveyance.

[Signature and Acknowledgment Pages Follow]

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

ASSIGNOR:

ENTRANSCO RESOURCES, LLC

By: *James E. Kitchel*
Name: James E. Kitchel
Title: Manager/CEO

ENTRANSCO ENERGY, LLC

By: *James E. Kitchel*
Name: James E. Kitchel
Title: Manager/CEO

ACKNOWLEDGMENT

THE STATE OF OKLAHOMA §
 §
COUNTY OF Washington §



This instrument was acknowledged before me this 7th day of May, 2021, by James E. Kitchel, known to me to be the Manager/CEO of ENTRANSCO RESOURCES, LLC, a limited liability company, who affirmed that the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such company.

Martin Cumings
Notary Public in and for the State of Oklahoma

ACKNOWLEDGMENT

THE STATE OF OKLAHOMA §
 §
COUNTY OF Washington §



This instrument was acknowledged before me this 7th day of May, 2021, by James E. Kitchel, known to me to be the Manager/CEO of ENTRANSCO ENERGY, LLC, a limited liability company, who affirmed that the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such company.

Martin Cumings
Notary Public in and for the State of Oklahoma

ASSIGNEE:

REDBUD ENERGY PARTNERS, LLC

By: 
Name: Thomas R. Kaetzer
Title: Chief Executive Officer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me this 16th day of May, 2021, by Thomas R. Kaetzer, known to me to be the Chief Executive Officer of **RedBud Energy Partners, LLC**, a Delaware limited liability company, who affirmed that the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such company.


Notary Public in and for the State of Texas



Schedule 1

Additional Purchase Price - \$0

Schedule 2

Assumed Liabilities

Asset Taxes Payable per County Records
ALLEN COUNTY TREASURER
CHAUTAQUA COUNTY TREASURER
GREENWOOD COUNTY TREASURER
LABETTE COUNTY TREASURER
NEOSHO COUNTY CLERK
WILSON COUNTY TREASURER

Exhibit A

Leases

EXHIBIT A
 (Leases)
 Elk County, Kansas

COUNTY	LESSOR/GRANTOR	LESSEE/GRANTEE	DATED	BOOK	PAGE	SEC	TWP	RGE	DESCRIPTION
ELK	John A and Joy D Fuqua	Cody Oil and Gas Corporation	5/23/2002	MS 57	471	36		9E	NE/4; N/2 SE/4
ELK	John A and Joy D Fuqua	Cody Oil and Gas Corporation	5/23/2002	MS 57	471	31		10E	SW/4; W/2 SE/4
ELK	John A and Joy D Fuqua	Cody Oil and Gas Corporation	5/23/2002	MS 57	471	1		9E	E/2 NE/4

END OF EXHIBIT A

Exhibit B

Wells

EXHIBIT B
(Wells)
Elk County, Kansas

API Number	Lease and Well Name	Location S-T-R	County	State
15-049-22397-00-00	FUQUA 10-36 28-9	36-28S-09E	Elk	Kansas
15-049-22559-00-00	FUQUA 9-36	36-28S-09E	Elk	Kansas
15-049-22400-00-00	FUQUA WDW 10-36 28-9	36-28S-09E	Elk	Kansas

END OF EXHIBIT B

Exhibit C

Surface Rights

EXHIBIT C
(Surface Rights)
Elk County, Kansas

All surface fee interests, easements, rights-of-way, permits, licenses, surface use agreements, water rights, and other surface and subsurface rights to the extent used or held for use in connection with the ownership or operation of any of the Wells.