KOLAR Document ID: 1570788

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 |

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Side Two

Must Be Filed For All Wells

| KDOR Lease N | lo.: | | _ | | |
|---------------|------------------------------|---|----------------------|-----------------------------------|--------------------------------------|
| * Lease Name: | | | * Location: | | |
| Well No. | API No. (YR DRLD/PRE '67) | Footage from Sec (i.e. FSL = Feet from | | Type of Well (Oil/Gas/INJ/WSW) | Well Status (PROD/TA'D/Abandoned) |
| | | Circle: 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.

^{*} 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: 1570788

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) C | CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application) |
|---|--|
| OPERATOR: License # | Well Location: |
| Name: | |
| Address 1: | County: |
| Address 2: | |
| City: State: Zip:+ | If filing a Form T-1 for multiple wells on a lease, enter the legal description of |
| Contact Person: | the lease below: |
| Phone: () Fax: () | <u> </u> |
| Email Address: | |
| Surface Owner Information: | |
| Name: | |
| 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 tax records of the county treasurer. |
| City: | |
| the KCC with a plat showing the predicted locations of lease roads | Cathodic Protection Borehole Intent), you must supply the surface owners and so, tank batteries, pipelines, and electrical lines. The locations shown on the plat ered 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 No owner(s) of the land upon which the subject well is or will CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number, | |
| KCC will be required to send this information to the surfa | s). I acknowledge that, because I have not provided this information, the ace owner(s). To mitigate the additional cost of the KCC performing this ldress of the surface owner by filling out the top section of this form and to the KCC, which is enclosed with this form. |
| If choosing the second option, submit payment of the \$30.00 hard form and the associated Form C-1, Form CB-1, Form T-1, or Form | ndling fee with this form. If the fee is not received with this form, the KSONA-1 m CP-1 will be returned. |
| I hereby certify that the statements made herein are true and corr | rect 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 WILSON

S S S S

("<u>Assignor</u>"), to **REDBUD ENERGY PARTNERS, LLC**, a Delaware limited liability company ("<u>Assignee</u>") whose address is 16000 Stuebner Airline Road, Suite 320, Spring, Texas 77379. Assignor and Assignee are sometimes referred to herein individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>". 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

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 "<u>Assets</u>"):

- 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*"); 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 the oil, gas and mineral leases described on the attached Exhibit A, including all
- proceeds attributable thereto; 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 and/or previously plugged or abandoned wells) located on or under the all oil and gas wells, water wells and other wells (including any inactive, shut-in,
- Assets (excluding the Leases and Surface Rights, the "Contracts"); <u>ි</u> all written contracts to the extent related to, or which are binding upon, any of the
- attached Exhibit C (the "Surface Rights"); 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 **a** all surface fee interests, easements, rights-of-way, permits, licenses, surface use
- personal property; disposal facilities, compression facilities, pipe, parts, tools, telemetry devices, and other tangible any of the Assets, including all such wellhead equipment, pumps, pumping units, hydrocarbon measurement facilities, compressors, tanks, buildings, treatment facilities, injection facilities, equipment and facilities used or held for use in connection with the ownership, use or operation of all inventory, supplies, , tools, spare parts, fixtures, vehicles,
- attributable thereto; (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
- (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
- records, data, files, maps and accounting records to the extent disclosure or transfer is restricted or books, records, data, files, and accounting records; but, in each case, excluding (i) any books, files; abstracts; title opinions; land surveys; logs; maps; engineering data and reports; and other lease files; land files; well files; gas and oil sales contract files; gas processing files; division order to the extent related to the ownership, use or operation of the Assets, the following:

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 such exclusions, the "Records"). and consummation of the sale of the Assets by Assignor other than those of Assignee (subject to

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 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. contracts and agreements, and all rights and Liabilities thereunder; (j) all contracts and instruments of 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 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, or to any Excluded Assets, and all rights, claims, and causes of action relating to the foregoing; (c) all 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 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 Assignor or any of its Affiliates evidencing any indebtedness for borrowed money, deferred payment of payment, refund, or indemnity, in each case, accruing or attributable to any period before the Effective

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

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.

- BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS <u>SECTION 1</u> ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW. EXPRESSLY WAIVES, ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON MADE, AND LAW, BY STATUTE OR OTHERWISE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED AND WARRANTIES OF ASSIGNOR IN SECTION 4, ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY Limitations on Representations and Warranties. **EXCEPT FOR THE REPRESENTATIONS**
- 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" operation of the Assets from and after the Effective Time, or (ii) any P&A Obligations related to the Assets (the "Assumed Linkilities") Assignment and the Assets of the Assets of the "Assumed Linkilities". attributable or allocable to, arising out of, based upon, or otherwise relating to (i) the ownership, use or set forth on Schedule 2 and any and all Liabilities (known or unknown or absolute or contingent) under, perform, pay, assume, and discharge (or cause to be fulfilled, performed, paid, and discharged) the liabilities (or cause to be fulfilled, performed Assumption and Retention of Liabilities. Assignee assumes and hereby agrees Liabilities"). Assignor retains and hereby agrees to fulfill, perform, pay, retain, and use to be fulfilled, performed, paid, and discharged) any and all Liabilities (known or
- 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 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 during periods prior to the Effective Time (except for Hydrocarbons in storage or existing in stock tanks, Asset Taxes listed on Schedule 2. Revenues, Expenses and Taxes; Settlement. All production from the Assets occurring

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

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.

- 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 against such Party or any of its Affiliates arrangement proceedings pending, being contemplated by, or, to such Party's knowledge, threatened 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 affecting creditors' rights generally or by principles of equity; (iv) such Party's execution and delivery of 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 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 this Assignment does not, and the fulfillment of and compliance with the terms and conditions hereof will its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, or similar Laws including the state of Kansas; (ii) such Party has the adequate power, authority, and legal right Representations and Warranties of the Parties. Each of Assignor and Assignee hereby
- 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 Assignment; or (ii) the Retained Liabilities. breach by Assignor of its representations, warranties, covenants or agreements contained in
- 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 breach by Assignee of its representations, warranties, result from, arise out of or in connection with, are based upon or related to, or exist by reason of: (a) any Assignment; or (b) the Assumed Liabilities. covenants or agreements contained in
- SUCH INDEMNIFIED PARTY, PROVIDED THAT NO SUCH INDEMNIFICATION SHALL BE APPLICABLE TO SOLE, ACTIVE, PASSIVE, CONCURRENT, OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY, BREACH 7. EXPRESS NEGLIGENCE. WITHOUT LIMITING OR ENLARGING THE SCOPE OF THE PROVISIONS SET FORTH IN <u>SECTION 5</u> OR <u>SECTION 6</u> ABOVE, TO THE FULLEST EXTENT PERMITTED BY LAW, AN INDEMNIFIED PARTY WILL BE ENTITLED TO INDEMNIFICATION HEREUNDER IN ACCORDANCE THE EXTENT OF ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY. OF DUTY (STATUTORY OR OTHERWISE), OR OTHER FAULT OR VIOLATION OF ANY LAW OF OR BY ANY OR CIRCUMSTANCE GIVING RISE TO ANY SUCH INDEMNIFICATION OBLIGATION IS THE RESULT OF THE WITH THE TERMS OF SECTION 5 OR SECTION 6, REGARDLESS OF WHETHER THE ACT, OCCURRENCE, EXPRESS NEGLIGENCE WITHOUT
- the benefit of the Parties and their respective successors and assigns Successors and Assigns. This Assignment shall extend to, be binding upon, and inure to
- each instrument, regardless of whether such lands are particularly or accurately described in any Exhibit. constitute a part of this Assignment. The Parties agree that this conveyance includes all lands covered by Exhibits. The Exhibits to this Assignment are hereby incorporated by reference and
- 10. <u>Severability</u>. 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
- and cause to executed, acknowledged, and delivered, to Assignee, and Assignee shall execute, acknowledge, and deliver, be executed, acknowledged, and delivered to Assignor, such further documents and Further Assurances. Assignor shall execute, acknowledge, and deliver, or cause to be

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 to the terms and provisions of this Assignment. fully effect the assumption and performance by Assignee of the Assumed Liabilities, in each case, subject

- this Assignment may not be explained, supplemented, or qualified through evidence of trade usage or a matters contained herein are expressly merged into and superseded by this Assignment. The provisions of 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 set forth in this Assignment. representations, warranties, covenants, or agreements relating to such subject matter except as specifically prior course of dealings. No Party shall be liable or bound to any other Party in any manner Agreement. This Assignment (including the Exhibits attached hereto) contains the
- and the exercise or partial exercise of any such right shall not preclude the exercise of any other right. unless otherwise expressly provided. The rights of the Parties under this Assignment shall be cumulative, of other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of this Assignment shall be deemed or shall constitute a waiver of, or consent to a change in, or modification 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 13. <u>Amendment: Waiver: Cumulative Rights</u>. 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
- 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 prevailing party for purposes of this Section 14. incurred by the prevailing party. The applicable Governmental Body shall be empowered to designate
- 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. Certain Expenses. Except as otherwise expressly set forth herein, each Party will pay its
- 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 THE TRANSACTIONS CONTEMPLATED HEREIN. HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR DIRECTLY OR OR JURISDICTION THEREIN. EACH OF PARTY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, WASHINGTON COUNTY, TEXAS, AND EACH PARTY WAIVES ANY OBJECTION IT MAY HAVE TO VENUE INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS ASSIGNMENT OR AND IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY ASSIGNMENT SHALL BE EXCLUSIVELY LITIGATED IN COURTS HAVING SITES IN EFFECT TO RULES OR PRINCIPLES OF CONFLICTS OF LAW THAT MIGHT OTHERWISE REFER TO THE ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE ASSETS ARE LOCATED), WITHOUT GIVING OKLAHOMA (EXCEPT AS TO TITLE MATTERS, WHICH SHALL BE INTERPRETED AND CONSTRUED IN GOVERNING LAW; JURISDICTION; JURY WAIVER. THIS ASSIGNMENT BARTLESVILLE,
- to them below: Definitions. As used in this Assignment, the following terms have the meanings ascribed
- 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 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 derivatives shall be construed accordingly. or business relationships. "Affiliate" means, with respect to a Party, any person or entity directly or indirectly agement or otherwise through formal or The terms "controlled by," "controlling," and other
- use, personal property and similar Taxes" means ad valorem, property, excise, severance, production, sales, Taxes (including any interest, fine, penalty or

Tax is based, measured, or calculated). (or multiple bases, including corporate, franchise, business and occupation, business license, 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 similar taxes, if net income, profits, capital, or a similar measure is one of the bases on which such upon, measured by, or calculated with respect to net income, profits, capital, or similar measures

- or other management thereof. and those Laws relating to the generation, processing, treatment, storage, transportation, disposal (c) "<u>Environmental Law</u>" 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
- P&A Obligations. (d) "<u>Environmental Liability</u>" 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
- 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, (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 executive, judicial, legislative, police, regulatory, or taxing authority or power of
- basis of liability under any Environmental Law; and (ii) petroleum, Hydrocarbons, or petroleum contaminant, substance, or 'Hazardous Materials" means any (i) chemical, constituent, material, pollutant, waste that is regulated by any Governmental Body or may form the
- (g) "<u>Hydrocarbons</u>" 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
- multinational law, order, constitution, ordinance, or rule, including rules regulation, statute, treaty, or other legally enforceable directive or requirement. "Law" means any federal, state, local, municipal, foreign, or rule, including rules of common law. international, or
- any attorneys' fees, legal, and other costs and expenses suffered or incurred therewith. liabilities, damages, penalties, fines, expenses, costs, fees, settlements, and deficiencies, including action, payments, charges, judgments, assessments, obligations, losses, "Liabilities" means any and all claims, suits, proceedings, diminution demands, causes of
- 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 costs, or (viii) Taxes (vi) Assignor's or its Affiliates overhead and general and administrative costs, (vii) title curative wellhead, pipeline, processing or transportation imbalances, (v) third party funds held in suspense, (III) plugging, damage, other legal tort, or violation of any Law, Lease, or Contract, (ii) Environmental Liabilities, agreement, if any, but excluding Liabilities attributable to (i) personal injury or death, ging, replugging, removal, abandonment, decommissioning, disposal, dismantling, burying, or surface restoration ("P&A Obligations"), (iv) obligations with respect to "Property Expenses" means all operating expenses and capital expenditures
- the extent that the same do not, individually or in the aggregate, (i) reduce Assignor's net revenue ownership, use, or operation of the Assets as currently owned, used or operated: corresponding increase in its net revenue interest) in any of the Assets or (ii) materially impair the interest or net mineral acres, or increase its working interest (without at least a proportionate "Permitted Encumbrances" means any of the following to the extent and only to
- the Assets to the rights of reassignment arising upon final intention to abandon or release extent not yet triggered as of the date hereof;
- (ii) liens for Taxes not yet due;

- same are customarily sought and received after assignment; (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
- 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 franchise, grant, license or permit, or by any provision of law, to terminate such right, Assets to any Governmental Body with respect to any right, power, franchise, grant, license power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture to control or regulate any Asset in any manner; (ii) by the terms of any right, power, all Laws and all rights reserved to or vested in any Governmental Body (i)
- such common owner as tenants in common or through common ownership: rights of a common owner of any interest currently held by Assignor and
- use of real estate, rights-of-way, facilities and equipment; 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 facilities, roads, alleys, surface leases, easements, conditions, covenants, restrictions, servitudes, permits, rightsand other rights in the Assets for the purpose of operations, highways, railways, pipelines, transmission lines, transportation
- 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 vendors, carriers, warehousemen's, repairmen's, mechanics', workmen's,
- applicable to the Assets or by operation of law in respect of obligations that are not yet due; encumbrances created under Leases or any joint operating agreements
- including any calls on Hydrocarbon production under existing Contracts; and the terms and provisions of the Leases, Surface Rights, and Contracts,
- operating agreement the operation of any maintenance of uniform interest provision in an
- additions thereto and (ii) any successor or transferee liability in respect of any items described in production and excise taxes, and customs duties, together with any interest, penalties, fines unemployment, severance, compensation, utility, stamp, premium, windfall profits, transfer, gains, services, use, real or personal property, similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and franchise, alternative or add-on minimum, gross receipts, environmental (including taxes ur Section 59A of the US Tax Code), registration, withholding, employment, social security (1) "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, capital stock, license, branch, payroll,
- (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.
- 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 presumption that this instrument was prepared solely by either Assignor or Assignee. negotiations between them. Accordingly, if there is any ambiguity in this Assignment, there shall be no exclusive. Assignor and Assignee acknowledge and declare that this Assignment is the result of extensive or not they are in fact followed by such words or words of similar import. The word "or" is not necessarily Interpretation. References in this Assignment to articles, sections, and exhibits, are to s, and exhibits of this Assignment unless otherwise specified. The words (a) "this
- shall constitute one and the same conveyance 19. <u>Counterparts</u>. 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

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

Name: James E. Kitchel

Title: Manager/CEO

ENTRANSCO ENERGY, LLC

Name James E. Kitchel Title: Manager/CEO

By:

ACKNOWLEDGMENT

THE STATE OF OKLAHOMA §

COLUMN CO

This instrument was acknowledged before me this 4 day of 4 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.

ACKNOWLEDGMENT

Notary Public in and for the State of

THE STATE OF OKLAHOMA

COUNTY OF Washington

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

Notary Public in and for the State of Ala home

ASSIGNEE:

REDBUD ENERGY PARTNERS, LLC

<u>ACKNOWLEDGMENT</u>

THE STATE OF TEXAS

COUNTY OF THUS

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This instrument was acknowledged before me this the day of 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.

AMY E. RYAN

MY COMMISSION EXPIRES

JUNE 16, 2022 NOTARY ID: 125728239

Notary Public in and for the State of

Schedule 1

Additional Purchase Price - \$0

Schedule 2

Assumed Liabilities

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

Exhibit A

Leases

A TIBIHX3

(Leases) Wilson County, Kansas

| t/WN Z/N | 1 9E | 308 | 13 | 6ST | ZST | 3/30/2001 | bniwdtuo2 | Harold D. Jantz et ux | MIFRON |
|---|-------------|-----|-----|-------------|-------------|--------------|-----------------------|-----------------------|--------|
| acres) | | | | | | | | | |
| NE/4 less cemetery in NE corner (2 | 17E | 308 | L | 12 6 | ZST | 3/30/2001 | bniwdtuo2 | Harold D. Jantz et ux | MIFZON |
| 2\2 NE\4 SW\4 | | | | | | | | | |
| 2E/4 SW/4 and E/2 SW/4 SW/4 and | 37£ | 308 | S | 6ST | ZST | 3/30/2001 | bniwdtuo2 | Harold D. Jantz et ux | MITZON |
| N\2 NW/4 12-30S-16E | T 9E | 308 | 12 | STS | 526 | 4/29/2003 | Savage Resources, LLC | Harold D. Jantz et ux | MITZON |
| 30 2 -17E, less | | | | | | | | | |
| N/2 NE/4 and N 40 A. of S/2 NE/4 8- | | ľ | | | | | | | |
| A. of S/2 NE/4 8-305-17E | | | | | | | | | |
| of N/2 NE/4 and N 40 | | | | | | | | (Amendment to Lease) | |
| A 02 S :sears lanoitibbs sulq evedA | JZE | 305 | 8 | 916 | 191 | Z/4/5001 | Southwind | Garold L. Jantz et ux | MIFSON |
| th. W 500' to point of beg. | | | | | | | | | |
| ; N 280'; dieg of 100' dt | | | | | | |) | | |
| 8-302-17/E, th. S 280°; th. E 500°; th. | | | | | | | | | |
| tr. Beg. 336'E of NW corner of NE/4 | | | | | | | | | |
| N60 A. of NE/4 8-305-17E, less | JZE | 302 | 8 | | ZST | 3/37/5000 | Southwind | Garold L. Jantz et ux | MUCCUM |
| 17E | 320 | 300 | | | | 0000/10/0 | b attdte 3 | with stack bloses | MIFRON |
| NE/4 NE/4 SS-308-11E E/S SS-308- | 3/1 | 308 | 77 | 123 | E9T | 1002/22/8 | Southwind | Walter D. Hash et ux | MITZON |
| NE/4 gnd SE/4 22-30S-17E | JZE | 305 | 77 | 149 | 59 T | 7007/L/9 | Savage Resources, LLC | Walter D. Hash et ux. | MITZON |
| | | | | | | | | | |
| SW/4 SE/4 9-30S-17E | JZE | 305 | 6 | LLS | 191 | 4/30/2001 | Southwind | Dale H. Gildart et al | MIFSON |
| | | | | | | | | | |
| 2E\t 2E\t 12-302-1\f | JZE | 308 | ST | 451 | ZST | 0002/22/9 | bniwdtuo2 | Doris L. Cox et al | MIFZON |
| 2M\4 2M\4 T2-302-1\E | | | | | | | | | |
| SW/4 NW/4; NW/4 SW/4; AND | 3/T | 302 | ST | 58 T | 797 | £00Z/TT/6 | Savage Resources, LLC | Paul A Chrisman et al | MIFZON |
| DESCRIPTION | ВСЕ | чwт | SEC | PAGE | воок | G3TAQ | LESSEE/GRANTEE | LESSOR/ GRANTOR | типоэ |

| | | | | | 1 | | | | |
|------------------------------------|--------------|-----|------------|-----------------|-----|------------|--------------------------|---|--------|
| 2\2 NE/4 and N\2 SE/4 16-30S-17E | 3/1 | SOE | 9T | 57 7 | ZST | 0007/91/9 | Southwind | Frances E. Thornton | MITSON |
| Newland | | | | | | | | | |
| ME corner owned by Stafford & | | | | | | | | 1 | |
| ni ASI seel 4/WN | 3/T | 308 | 72 | 68 | 8ST | 11/10/5000 | Savage Resources, LLC | Larry D. South | MITZON |
| | | | | | | | | | |
| NW/4 of NW/4 4-30S-17E | 17E | 305 | 7 | 165 | 303 | 10/15/5006 | Petrol oil and Gas, Inc. | Dustin L. & Johnny L. & Lettie LeRea Pierce | MIFSON |
| E\2 SE\4 & S\2 NE\4 | 17E | 308 | 6 | 781 | ZST | 3/24/2000 | Southwind | John T. Mitchell et al. | MILSON |
| 7/5 | JZE | 305 | OT | 781 | ZST | 3/24/2000 | Southwind | John T. Mitchell et al. | MITZON |
| 2/2 SW/4 and SE/4 23-305-17E | JZE | 308 | 23 | 633 | 09T | 4/5/2001 | Savage Resources, LLC | Robert J. Leck et ux | MIFSON |
| road | | | | | | | | Keighley Trust Agr. Dated 10/03/01 | |
| N/2 SE/4 ROW for public Hwy or | 17E | 308 | ST | 302 | ₽9T | 2/3/2002 | Savage Resources, LLC | Lela Eileen Keighley, Trustee of Lela E. | MIFSON |
| E\2 NE\4 | 3 Z T | 308 | Z T | 191 | ZST | 3/37/5000 | Southwind | Blakeslee D. Jaynes et ux | MIFZON |
| t/MN | JZE | 305 | 91 | T9T | ۷ST | 3/31/2000 | Southwind | Blakeslee D. Jaynes et ux | MITZON |
| SW/4 and NW/4 SE/4 | JZE | 308 | 6 | 191 | ZST | 3/37/2000 | Southwind | Blakeslee D. Jaynes et ux | MIFSON |
| 5/2 SE/4 and Lot 2 in SW/4 | | | | | | | | | |
| S 40 A. in NE/4 and N/2 SE/4 and | 3/1 | S05 | 8 | T9T | ΖST | 3/37/2000 | Southwind | Blakeslee D. Jaynes et ux | MIFSON |
| NE\4 15-302-19E | 1 9E | 308 | 15 | ETS | 657 | 4/28/2003 | Savage Resources, LLC | Milton R. Jantz et ux | MITSON |
| NE/4 to point of beg. | | | | | | | | | |
| NE/4; th. W along N line of said | | | | | | | | | |
| 295'; th. N 295; to N line of said | | | | | | | | | |
| along W line of said NE/4; th. E | 7- | | | | | | | | |
| 7-30S-17E; th. S 295' | | | | | | | | | |
| Tr. Beg. At NW corner of NE/4 Sec. | 3 / T | 305 | L | τζτ | 6ST | τοοτ/οε/τ | Southwind | Harold D. Jantz et ux | MIFZON |
| 10.000 | | | | | | | | JDO of InambnamA) | |
| t/MN Z/N | T 9E | 305 | 13 | 69T | 6ST | 1/30/2001 | Southwind | Harold D. Jantz et ux | MILSON |
| scres) | | | | | | | | (JอO of tnembnemA) | |
| NE/4 less cemetery in NE corner (2 | 3/T | 308 | L | 69T | 6ST | τοοz/οε/τ | Southwind | Harold D. Jantz et ux | MITZON |
| 2\2 NE\4 2W\4 | | | | | | | | (Amendment to OGL) | |
| SE/4 SW/4 and E/2 SW/4 SW/4 and | JZE | 302 | S | 69T | 6ST | 1/30/2001 | Southwind | Harold D. Jantz et ux | MITZON |

| 3/T | S0E | Z T | £S | 978 | ۲002/5/0 <u>۲</u> | Petrol oil and Gas, Inc. | Blakeslee D. Jaynes, et al (Ratification and Amendment of Oil and Gas Lease) | NOSTIM |
|--------------|---|---|---|--|---------------------------|---|---|---|
| | | | | | | | | |
| | | | | | | | Amendment of Oil and Gas Lease) | |
| JZE | 305 | 9T | 23 | 316 | 10/2/500L | Petrol oil and Gas, Inc. | | MILSON |
| | | | | | | | Cas Lease) | |
| | | | | | | | has liO to and Amendment of Oil and | |
| 3/T | S05 | 6 | 23 | 316 | 10/2/5001 | Petrol oil and Gas, Inc. | Blakeslee D. Jaynes, et al | MIFZON |
| | | | | | | | Саз Lease) | |
| | | | | | | | has lio to anothenent of Oil and | |
| 3 Z T | 30S | 8 | 23 | 918 | 10/2/5007 | Petrol oil and Gas, Inc. | Blakeslee D. Jaynes, et al | MIFZON |
| | | | | | | | (Disposal Well Agreement) | |
| 3 / T | 30S | 72 | 817 | 316 | 7/31/2007 | Petrol oil and Gas, Inc. | Robert J. Leck | MICSON |
| | | | | | | | Gas Lease) | |
| | | | | | | | bns liO to tnembnemA bns noitsoititsA) | |
| 3 / T | 30S | 72 | 8£ | 316 | 7/31/2007 | Petrol oil and Gas, Inc. | Ворег Ј. Сеск | MITZON |
| | | | | | | | (даз Гедзе) | |
| | | | | | | | bns liO to tnembnemA bns noitscititsA) | |
| 37E | 308 | ΟŢ | 72 | 316 | 10/2/5007 | Petrol oil and Gas, Inc. | . le tə lləhəiM .T nhol | MIFZON |
| 3/T | 308 | OT | 172 | ZST | 4/7/2000 | Southwind | Karl and Nancy Thornton | MIFSON |
| 37£ | 308 | 77 | 457 | ZST | 2\16\2000 | Southwind | Frances E. Thornton | MIFSON |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | (Salt Water Disposal Well Agreement) | |
| 3/T | 308 | 91 | 242 | 872 | 7/28/2004 | Savage Resources, LLC | Frances E. Thornton | MIFZON |
| | 3/T 3/T 3/T 3/T 3/T 1/E 1/E | 302 JYE 302 JYE 303 JYE 304 JYE 305 JYE 306 JYE 307 JYE 308 JYE 308 JYE | 3ΔT SOE 9T 3ΔT SOE 6 3ΔT SOE ΔΖ 3ΔT SOE ΔΖ 3ΔT SOE ΟΤ 3ΔT SOE ΟΤ 3ΔT SOE ΔΖ 3ΔT SOE ΔΖ | 3ΔΤ SOE 9T ES 3ΔΤ SOE 6 ES 3ΔΤ SOE ΔΖ 8b 3ΔΤ SOE ΔΖ 8E 3ΔΤ SOE ΟΤ ΔΖ 3ΔΤ SOE OT ΤΖ 3ΔΤ SOE ΟΤ ΤΖ 3ΔΤ SOE ΔΖ ΔΖ | 3/T SOE 9T ES 9TE | 3/1 SOE 91 ES 91E LOOZ/S/OT 3/1 SOE 6 ES 91E LOOZ/S/OT 3/1 SOE Z 84 91E LOOZ/TE/L 3/1 SOE LZ 88 91E LOOZ/TE/L 3/1 SOE OT LZ 91E LOOZ/TE/L 3/1 SOE OT TLZ LST OOOZ/L/7 3/1 SOE LZ LZT LST OOOZ/9T/S 3/1 SOE LZ LZT LST OOOZ/9T/S | Southwind Southwind 5/16/2007 316 53 16 305 17E Petrol oil and Gas, Inc. 10/5/2007 316 53 8 305 17E Petrol oil and Gas, Inc. 10/5/2007 316 53 8 305 17E Petrol oil and Gas, Inc. 10/5/2007 316 53 8 305 17E Petrol oil and Gas, Inc. 10/5/2007 316 53 8 305 17E Petrol oil and Gas, Inc. 10/5/2007 316 53 8 305 17E Petrol oil and Gas, Inc. 10/5/2007 316 53 8 305 17E | Clair Water Disposal Well Agreement) Clair Water Disposal Well Agreement of Oil and Gas, Inc. 10/5/2007 316 53 17 305 17 17 305 17 305 17 305 17 305 |

| | · · · · · | | | | | 1 | | 1,000 | r |
|---|------------|-----|----|-----|-----|------------|----------------------------|--------------------------------------|-----------|
| 707.007.07.17070 | 767 | 667 | | | | | | notgnibbo | |
| NSNE4 SP-58-12E | JST | S67 | 97 | T9T | 124 | 2/10/1983 | Conquest Cherokee, LLC | Carl G. Coddington and Kathryn D. | MILSON |
| 225W4 and W25E4 23-295-15E | JSE | S67 | 23 | 513 | 122 | Z861/E1/01 | Conquest Cherokee, LLC | George Eisele Trust | MIFZON |
| ESSW4 26-29S-15E | JST | S6Z | 97 | 323 | 130 | 2/28/1985 | Conquest Cherokee, LLC | Jerry Duane Hall and Phyllis Hall | MIFZON |
| M2SW4 26-29S-15E | 3ST | 562 | 97 | TΖ | Ιττ | 2/19/1990 | Conquest Cherokee, LLC | Francis E. Speaks and Mary M. Speaks | MIFZON |
| N2NW4 35-29S-15E | JZE | 295 | 35 | SST | ₽ST | 8661/1/4 | Conquest Cherokee, LLC | Francis E. Speaks and Mary M. Speaks | MITRON |
| E5NM4 56-29S-15E | JSE | S6Z | 97 | 197 | 125 | E861/11/9 | Conquest Cherokee, LLC | Francis E. Speaks and Mary M. Speaks | MIFSON |
| Tract C: S2N2NW4 | 39T | S67 | 30 | S/7 | 272 | 5/10/2004 | Conquest Cherokee, LLC | H. Dean Harp and Lois M. Harp | MITZON |
| 72-29S-26E | | | | | | | | | |
| Tract B: NW4NE4 and NZNE4NE4 | 39Z | S6Z | 52 | S74 | 272 | \$\J0\Z004 | Conquest Cherokee, LLC | H. Dean Harp and Lois M. Harp | MILSON |
| Tract A: N2N4NW4 30-295-16E | J9T | 295 | 30 | SZÞ | 272 | 2\10\5004 | Conquest Cherokee, LLC | H. Dean Harp and Lois M. Harp | MIFSON |
| W2NW4 7-29S-16E | 19E | S6Z | | 322 | 672 | 11/19/2004 | Conquest Cherokee, LLC | Ted L. Wolf and Donna R. Wolf | MIFRON |
| MS2M4 7-295-16E | 19E | 295 | L | 649 | 987 | 7/30/2005 | Conquest Cherokee, LLC | Mark R. Wescott and Toni L. Wescott | MIFZON |
| 220 feet, North 420 feet to POB 7- 295-16E | | | | | | | | | |
| East 220 feet, South 420 feet, West | | | | | | | | | |
| NW/Corner of said NE4SW4, thence | | | | | | | | | |
| NE4SW4 less beginning at the | 3ST | 567 | L | 318 | 987 | S00Z/TT/Z | Conquest Cherokee, LLC | Fred E Louia and Geneva P. Louia | MIFSON |
| NE4NM4 7-29S-16E | | | | | | | | | 110511/11 |
| 5 acres of the NW4SE4 and all the | 39T | S6Z | L | 18 | 987 | S007/S/L | Conquest Cherokee, LLC | Frank Baughn and Charlene Baughn | MIFZON |
| SM4SE4 and the SE4SW4 7-295-16E | 19E | S6Z | L | 737 | 687 | 5002/81/6 | Conduest Cherokee, LLC | Gregory W. Houser | MIFSON |
| record | | | | | | | | | |
| easements and restrictions if any of | | | | | | | | | |
| ROW, oil and gas leases, and all | | | | | | | | | |
| acres, more or less, subject to road | | | | | | | | | |
| NE/4 to point of beg., containing 2 | | | | | | | | | |
| N line of NE/4; th. W along N line of | | | | | | | | | |
| of NE/4; th. E 295 '; then N 295' to | | | | | | | | | |
| 7-305-17E; th, 5 295 ' along W line | | | | | | | - | | |
| Corner NE/4 | | | | | | | | | |
| WN grinning bed as beginning WW | 3/1 | 302 | , | τ∠τ | 6ST | 1/30/2001 | Southwind Exploration, LLC | VD 12 71UDC (4 DIQ IDU | 11007146 |
| Valia natinating in badisasah tagaT | 766 | 306 | | 141 | 150 | 1/30/2004 | 211 goiterolay3 baiwdtuo2 | xu tə stnsl D. Harold | MIFSON |

| SSNEtNEt | TZE | S67 | 52 | SZŧ | 272 | 2/10/5004 | Conquest Cherokee, LLC | H. Dean Harp and Lois M. Harp | MIFRON |
|---|-------------|------|-----|-------------|-------------|-----------------------|--------------------------|--|--------|
| MNZ/S 'Z/S | 3/T | SOE | 7 | SZS | 283 | 10/23/2004 | Savage Resources LLC | DH and Jeanne Forbes | MIFZON |
| E/S/NE | 13E | 285 | 98 | 965 | 767 | 9007/8/7 | Carroll Energy LLC | Mailliam L Mailliam | MITZON |
| E5252Et | 3ST | S6Z | 77 | 113 | 293 | 12/28/2005 | Integrity Oil & Gas, LLC | Ronald Lynn Johnson, et ux | MICSON |
| twstws | JST | 285 | 97 | 526 | 167 | 12/8/2005 | Carroll Energy, LLC | Darrell W. Odell, Jr., et ux | MIFZON |
| 22SE4 | 3ST | 285 | 72 | 526 | 162 | 12/8/2005 | Carroll Energy, LLC | Darrell W. Odell, Jr., et ux | MITZON |
| ESNETNET | 19E | 285 | 30 | 123 | 567 | 9007/01/7 | Carroll Energy, LLC | Danny R. and lanet A. Cox | MITSON |
| NZNZ | J 9E | 285 | 67 | T23 | 567 | 9007/01/7 | Carroll Energy, LLC | Danny R. and Janet A. Cox | MITZON |
| SW4 and S2SE4 and S2NW4 | 39T | 285 | 50 | TZ3 | 567 | 9007/01/7 | Carroll Energy, LLC | Danny R. and lanet A. Cox | MITSON |
| and N2SE4SW4 and SE4NE4 E2SE4 and NW4SE4 and NE4SW4 | 391 | \$8Z | 6T | 123 | S67 | 9007/01/7 | Carroll Energy, LLC | Danny R. and Janet A. Cox | MIFSON |
| SETMET | 14E | S67 | 98 | τs | T9Z | E/17/2003 | Conquest Cherokee, LLC | Laura L. Bingham and Dana R. Bingham | MITZON |
| NSNM4 [,] ESNM4 and NE4 and | JSE | S6Z | 18 | τς | T9 Z | £00Z/LT/9 | Conquest Cherokee, LLC | Laura L. Bingham and Dana R. Bingham | MIFSON |
| SEASEA | JSE | S6Z | 30 | ŢS | 197 | 6/17/2003 | Conquest Cherokee, LLC | Laura L. Bingham and Dana R. Bingham | MITZON |
| All of the SW4 Except 1 acre as described in original lease | JSE | S67 | 18 | τs | T9Z | £00Z/LT/9 | Conduest Cherokee, LLC | Laura L. Bingham and Dana R. Bingham | MIFSON |
| SETMET | 34E | S6Z | 98 | ۷S | 197 | 4/16/2003 | Conquest Cherokee, LLC | William R. Vandever, et al | MITZON |
| MZNM4, EZNW4 and NE4 and | JSE | S67 | 3.1 | ۷S | 797 | £00Z/9T/ b | Conduest Cherokee, LLC | William R. Vandever, et al | MIFZON |
| SE4SE4 | JZE | 295 | 30 | ۷S | 797 | 4/16/2003 | Conquest Cherokee, LLC | William R. Vandever, et al | MIFZON |
| All of the SW4 Except 1 acre as described in original lease | JSE | S6Z | 81 | ۷S | T97 | £00Z/9T/ b | Conduest Cherokee, LLC | William R. Vandever, et al | MIFZON |
| 2M4NE4 | JZE | 295 | 97 | L pp | 176 | 8\20\1983 | Conduest Cherokee, LLC | Hazel Frankenberry, et, al | MIFRON |
| 2M4NE4 | JSE | S67 | 97 | Stt | 126 | 8\29\1983 | Conduest Cherokee, LLC | Clark A. Frankenberry and Marjorie Frankenberry | NOSTIM |

END OF EXHIBIT A

Exhibit B

Wells

EXHIBIT B(Wells) Wilson County, Kansas

| Wilson Kansas | 10-30S-17E 10-30S-17E 10-30S-17E 12-30S-16E 12-30S-16E 12-30S-16E 12-30S-16E 15-30S-17E 15-30S-17E 16-30S-17E | JAYNES 17 1 COX 20-D4 COX 20-B2 COX 20-B4 HASH 22-1 HASH 22-2 | 15-205-27045-00-00 15-205-25547-00-00 15-205-25603-00-00 |
|---|--|--|--|
| | | 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | 15-205-27045-00-00 15-205-25547-00-00 |
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| | | 1 | |
| | | | 15-205-26934-00-00 |
| | | 1 | 15-205-26933-00-00 |
| | | 1 | 15-205-26935-00-00 |
| | | LYANCES LACKINION I-X | 15-205-25632-00-00 |
| | | EBANICES THORNTON 1 A | 15-205-25531-00-00 |
| | | JAYNES 16-3 | 15-205-26034-00-00 |
| | | JAYNES 16-2 | 15-205-25341-00-00 |
| | | FRANCES THORNTON 16-3 | 15-205-26033-00-00 |
| | | FRANCES THORNTON 16-2 | 15-205-25398-00-01 |
| | | FRANCES THORNTON 16-1 | 15-205-25343-00-00 |
| | | KEIGHLEY 15-2 | 15-205-26136-00-00 |
| | | KEIGHLEY 15-1 | 15-205-25602-00-00 |
| | | CHRISMAN 15-1 | 15-205-25951-00-00 |
| | | COX 15-1 | 15-205-25385-00-00 |
| | | CHRISMAN 15-2 | 15-205-25667-00-00 |
| | | MILTON JANTZ 12-1 | 15-205-25617-00-00 |
| | | M JANTZ 12-2 | 15-205-25670-00-00 |
| | | M JANTZ 12 3 | 15-205-26205-00-00 |
| | | H JANTZ 12 2 | 15-205-25669-00-00 |
| | | H JANTZ 12 1 | 15-205-25618-00-00 |
| | | MITCHELL C 10-4 | 15-205-26773-00-00 |
| | | MITCHELL C 10-2 | 15-205-25673-00-00 |
| | | KARL THRONTON 10-1 | 15-205-25549-00-00 |
| | | KARL THORNTON 10-3 | 15-205-27249-00-00 |
| | | KARL THORNTON 10-2 | 15-205-25608-00-00 |
| | _ | MITCHELL C 9-3 | 15-205-26370-00-00 |
| | | MITCHELL C 9-1 | 15-205-25532-00-00 |
| | | JAYNES 9-1 | 15-205-25340-00-00 |
| | | GILDART-WILKERSON 1-A | 15-205-25687-00-00 |
| | | JAYNES SWD 1 | 15-205-25686-00-00 |
| 4 | | JAYNES 8 2 | 15-205-25672-00-00 |
| _ | | JAYNES 8 1 | 15-205-25671-00-00 |
| | | G JANTZ 8-2 | 15-205-25647-00-00 |
| _ | | | 15-205-25570-00-00 |
| ┸ | | JANTZ | 15-205-25640-00-00 |
| \perp | | HAROLD D JANTZ 7-2 | 15-205-25633-00-00 |
| 4 | | HAROLD D JANTZ 7-1 | 15-205-25348-00-00 |
| Wilson Kansas | | PLYMESSER SWD-1 | 15-205-28341-00-00 |
| | 07-29S-16F | LOUIA C-1 | 15-205-26757-00-00 |
| Wilson Kansas | 07-29S-16F | HOUSER C-1 | 15-205-26686-00-00 |
| \perp | 07-29S-16F | HOUSER 7-B4 | 15-205-27190-00-00 |
| | 07-29S-16E | BAUGHN C-1 | 15-205-26571-00-00 |
| 4 | 07-29S-16E | WOLF C-1 | 15-205-26564-00-00 |
| \perp | 07-29S-16E | T C-1 | 15-205-26687-00-00 |
| | 05-30S-17E | HAROLD D JANTZ 5-1 | 15-205-25648-00-01 |
| Wilson Kansas | 04-30S-17E | FORBES 4-5 | 15-205-26336-00-00 |
| | 04-30S-17E | FORBES 4-4 | 15-205-26335-00-00 |
| | 04-30S-17E | FORBES 4-3 | 15-205-26133-00-00 |
| \perp | 04-30S-17E | FORBES 4-2 | 15-205-26132-00-00 |
| ᆫ | 04-30S-17E | FORBES 4-1 | 15-205-26131-00-00 |
| County State | Location S-T-R | Lease and Well Name | API Number |

| Kansas | Wilson | 36-28S-13E | HOUDYSHELL C-2 | 15-205-26866-00-00 |
|--------|---------|------------|----------------------|--------------------|
| Kansas | Wilson | 36-28S-13E | HOUDYSHELL C-1 | 15-205-26863-00-00 |
| Kansas | | 35-29S-15E | SPEAKS A1 | 15-205-21472-00-00 |
| Kansas | | 35-29S-15E | | 15-205-26071-00-00 |
| Kansas | | 35-29S-15E | SOUTH SPEAKS 1 | 15-205-25186-00-00 |
| Kansas | Wilson | 31-29S-15E | VANDEVER 3 | 15-205-23091-00-00 |
| Kansas | Wilson | 31-29S-15E | VANDEVER C-1 | 15-205-26867-00-00 |
| Kansas | Wilson | 31-29S-15E | VANDEVER 2 | 15-205-23080-00-00 |
| Kansas | Wilson | 30-29S-16E | HARP C-3 | 15-205-26756-00-00 |
| Kansas | Wilson | 30-29S-15E | VANDEVER 1 | 15-205-23079-00-00 |
| Kansas | Wilson | 29-28S-16E | COX 29-C1 | 15-205-26936-00-00 |
| Kansas | Wilson | 29-28S-16E | 71 | 15-205-26874-00-00 |
| Kansas | Wilson | 27-30S-17F | ROBERT LECK 27 SWD 1 | 15-205-25619-00-00 |
| Kansas | VARSON | 27-303-175 | LECK 3 | 15-205-28428-00-00 |
| Kansas | Wilson | 27-30S-17E | LUCX - | 15-205-28429-00-00 |
| Kansas | Wilson | 27-30S-17F | SOUTH 2 | 15-205-28437 00 00 |
| Kansas | | | SOUTH 1 | 15-205-25550-00-00 |
| Kansas | | 27-30S-17E | R LECK 27-2 | 15-205-26252-00-00 |
| Kansas | | 27-30S-17E | | 15-205-25551-00-00 |
| Kansas | | 27-30S-17E | F THORNTON 27 1 | 15-205-25607-00-00 |
| Kansas | Wilson | 27-28S-15E | ODELL C-2 | 15-205-26755-00-00 |
| Kansas | Wilson | 26-29S-15E | SPEAKS SWD-1 | 15-205-26155-00-00 |
| Kansas | Wilson | 26-29S-15E | SPEAKS 5 | 15-205-24746-00-00 |
| Kansas | Wilson | 26-29S-15E | SPEAKS 4 | 15-205-24747-00-00 |
| Kansas | Wilson | 26-29S-15E | SPEAKS 3 | 15-205-24877-00-00 |
| Kansas | | 26-29S-15E | SPEAKS 1 "W1" | 15-205-24844-00-00 |
| Kansas | _ | 26-29S-15E | HALL H6 | 15-205-25010-00-00 |
| Kansas | Wilson | 26-29S-15E | HALL H4 | 15-205-24421-00-00 |
| Kansas | Wilson | 26-29S-15E | HALL H3 | 15-205-24338-00-00 |
| Kansas | Wilson | 26-29S-15E | HALL 1 | 15-205-24198-00-00 |
| Kansas | Wilson | 26-29S-15E | FRANKENBERRY 3 | 15-205-23876-00-00 |
| Kansas | Wilson | 26-29S-15E | | 15-205-23736-00-00 |
| Kanaa | Wilson | 26-29S-15E | | 15-205-23655-00-00 |
| Kansas | Wilson | 26-293-15E | E SPEAKS 3 | 15-205-23986-00-00 |
| Kansas | Wilson | 26-295-15E | ESPEAKS 2 | 15-205-23592-00-00 |
| Kansas | Wilson | 26-29S-15E | CODDING ON 3 | 15-205-23192-00-00 |
| Kansas | Milson | 26-29S-15E | | 15-205-23350-00-00 |
| Kansas | Wilson | 26-29S-15E | CODDINGTON 1-W | 15-205-25195-00-01 |
| Kansas | Wilson | 26-29S-15E | CODDINGTON 1 | 15-205-23349-00-00 |
| Kansas | Wilson | 26-29S-15E | WEST SPEAKS 5 | 15-205-25009-00-00 |
| Kansas | Wilson | 26-29S-15E | SPEAKS C4 | 15-205-24940-00-00 |
| Kansas | Wilson | 26-29S-15E | HALL 26-B3 | 15-205-26903-00-00 |
| Kansas | Wilson | 26-29S-15E | FRANKENBERRY 5 | 15-205-23985-00-00 |
| Kansas | Wilson | 26-29S-15E | FRANKENBERRY 4 | 15-205-23997-00-00 |
| Kansas | Wilson | 26-29S-15E | CODDINGTON C-1 | 15-205-26570-00-00 |
| Kansas | Wilson | 26-29S-15E | SPEAKS 2 | 15-205-24876-00-00 |
| Kansas | Wilson | 26-28S-15E | ODELL C-1 | 15-205-26754-00-00 |
| Kansas | Wilson | 25-29S-15E | HARP C-2 | 15-205-26563-00-00 |
| Kansas | Wileon | 25-29S-15F | HARP C-1 | 15-205-26569-00-00 |
| Kansas | Wilson | 23-29S-15F | EISELE | 15-205-23518-00-01 |
| Kansas | VVIISON | 23-293-130 | GEORGE FISELE 3 | 15-205-23351-00-00 |
| Kansas | Wilson | 23-29S-15E | GEORGE EIGELE / | 15-205-23310-00-00 |
| Kansas | Wilson | 23-29S-15E | EISELE | 15-205-24852-00-00 |
| Kansas | Wilson | 23-29S-15E | EISELE | 15-205-26688-00-00 |
| Kansas | Wilson | 23-29S-15E | EISELE | 15-205-26905-00-00 |
| | | | | 1 |

Exhibit C

Surface Rights

EXHIBIT C

(Surface Rights) Wilson County, Kansas

| ged fo trioq | 273 | 09T | t/4/500J | Savage Pipeline, LLC | Agreement | nosliW |
|---|------|------|-----------------------|----------------------------|---|--------|
| 141); th. S. 80'; th. E 100" th N 80' th W 100' to the | | | | | Carl V. Morgan Ground Lease and Pipeline Easement | |
| easement dated 5/13/57, recorded in Book 78, Page | | | | | | |
| (which pipeline exists pursuant to that certain | | | | | | |
| P\WW biss to anil yrabnuod M att sassors &L 5ec 18 | | | | | | |
| a northerly/southerly direction near the NW/c of | | | | | | |
| in snur hoint where an existing pipeline, which runs in | | | | | | |
| 18; th. S 295' th. W 295" to point of beg. Tr. 2 Beg. | | | | | | |
| Tr. 1: Beg. At a point 1300' E of NW/c of NW/4 Sec | | | | | | |
| | | | | | | |
| 30, Range 17 East | | | 1002/21/11 | Savage Pipeline, LLC | Wilson County Kansas County Highway ROW | nosliW |
| corner of Sections 14, 15, 22, and 23 in Township | | | | | | |
| Anderson road at a point 85' north of the common | | | | | | |
| Signed Doc. Board of County Commissioners Cross | | | | | | |
| t/MS | ۲3 | 787 | 2/28/2002 | Southwind Exploration, LLC | Frances E. Thornton ROW & Easement | nosliW |
| 16-305-17E S/2 NE/4; and in Sec 27-305-17E N/2 | | | | | | |
| point of beginning | 45 | 526 | \$007/6/ b | Savage Pipeline, LLC | Garold L. Jantz et ux ROW and Easement | nosliW |
| NE/4; fP: 8 280; fP:E 200; fP: N: 280; fP: M 200, fo | | | 3333, 3, 3 | | , and 1 100 m to start higher | |
| 8-30S-17E exc. TR. Beg. 336' E of NW corner of said | | | | | | |
| | Page | YOOG | 2190 | 2211010/22027 | Lanuaria di Cara | farmas |
| Legal Description | aned | Book | Date | Lessee/Grantee | Lessor/Grantor | County |

| If any, of record (the "Leased Premises") | TZT | 6ST | 1/30/2001 | Southwind Exploration LLC | Ground Lease | nosliW |
|---|-----|-----|-----------|---------------------------|---|--------|
| oil and gas leases, and all easments and restrictions, | | | | | Harold D. Jantz and E. June Jantz a/k/a Emma J. Jantz | |
| (2) acres, more or less, subject to road right-of-way, | | | | | | 590 |
| owt gniniston to the point of beginning, containing two | | | | | | |
| of said NE/4; thence West along the North Line of | | | | | | |
| said NE/4; thence North 295 feet to the North Line | | | | | | |
| East, thence South 295 feet along the West Line of | | | | | | |
| NE/4 of Section 7, Township 30 South, Range 17 | | | | | | |
| A tract described as beginning at the WWV of the | | | | | | |
| | | | | | | |
| | | | | | | |

END OF EXHIBIT C