KOLAR Document ID: 1570965

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
DIGITALITY	PROPULATION
DISTRICT EPR I	PRODUCTION UIC

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Side Two

Must Be Filed For All Wells

KDOR Lease No).:		_		
* 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)
		<i>Circle:</i> FSL/FNL	Circle: FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			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: 1570965

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:	the leave below
Phone: () Fax: ()	
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:	accepts, and in the real extete preparts toy records of the accepts traceurer
City:	-
the KCC with a plat showing the predicted locations of lease roads, ta	hodic Protection Borehole Intent), you must supply the surface owners and ank batteries, pipelines, and electrical lines. The locations shown on the plat I on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
☐ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be	e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form n being filed is a Form C-1 or Form CB-1, the plat(s) required by this , and email address.
KCC will be required to send this information to the surface	I acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this iss of the surface owner by filling out the top section of this form and the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ng fee with this form. If the fee is not received with this form, the KSONA-1 P-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 LABETTE

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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"):

- 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**"); the oil, gas and mineral leases described on the attached Exhibit A, including all
- 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; 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
- (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");
- disposal facilities, compression facilities, pipe, parts, tools, telemetry devices, and other tangible measurement facilities, compressors, tanks, buildings, treatment facilities, injection facilities, any of the Assets, including all such wellhead equipment, pumps, pumping units, hydrocarbon personal property; 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:

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

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. associated peripherals, licensed software, radio and telephone equipment, and cell phones; (i) all hedge 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 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 Assignor or any of its Affiliates evidencing any indebtedness for borrowed money, deferred payment of contracts and agreements, which Assignor is liable for payment; (h) all office furniture, office supplies, personal computers and 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, payment, refund, or indemnity, in each case, accruing or attributable to any period before the Effective Time 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 production of Hydrocarbons from or attributable to the Assets with respect to any period before the Effective to any Excluded Assets, and all rights, claims, and causes of action relating to the foregoing; (c) all and all rights and Liabilities thereunder; (j) all contracts and instruments of

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 $\underline{\text{Section 1}}$ are "conspicuous" disclaimers for the purposes of any applicable Law. EXPRESSLY WAIVES, ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON AND WARRANTIES OF ASSIGNOR IN SECTION 4, ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT LAW, BY STATUTE OR OTHERWISE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE 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 Liabilities' 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 to fulfill, iabilities Assignor retains and hereby agrees to fulfill, perform, pay, , paid, and discharged) any and all Liabilities (known or
- 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 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, Asset Taxes listed on Schedule 2.

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 All production from the Assets occurring during the periods on or after the Effective Time (and all

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 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 against such Party or any of its Affiliates. arrangement proceedings pending, being contemplated by, or, to such Party's knowledge, threatened this Assignment does not, and the fulfillment of and compliance with the terms and conditions hereof will 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) 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 its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, or similar Laws this Assignment is legal, valid, and binding with respect to such Party and enforceable in accordance with owns assets, represents and warrants to the other as of the date hereof the following: (i) such Party is duly organized, 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
- suffered, or paid by, or asserted against, or resulting to any of the Indemnified Assignee Parties and which 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, 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. <u>Assignee Indemnity</u>. 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, result from, arise out of or in connection with, are based upon or related to, or exist by reason of: (a) any suffered, or paid by, or asserted against, or resulting to any of the Indemnified Assignor Parties and which Assignment; or (b) the Assumed Liabilities Assignee of its representations, warranties, covenants or agreements contained in
- 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. 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 OF DUTY (STATUTORY OR OTHERWISE), OR OTHER FAULT OR VIOLATION OF ANY LAW OF OR BY ANY SOLE, ACTIVE, PASSIVE, CONCURRENT, OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY, BREACH 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, LAW, AN INDEMNIFIED PARTY WILL BE ENTITLED TO INDEMNIFICATION HEREUNDER IN ACCORDANCE
- 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 of this Assignment shall continue and remain in full force and effect. to make it valid and enforceable and if it cannot be so modified, it shall be deemed deleted and the remainder
- executed, acknowledged, and delivered, to Assignee, and Assignee shall execute, acknowledge, and deliver, be executed, acknowledged, and delivered Further Assurances. Assignor shall execute, acknowledge, and deliver, or cause to be ō 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.

- set forth in this Assignment. this Assignment may not be explained, supplemented, or qualified through evidence of trade usage or a 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 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
- 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 14. <u>Legal Fees</u>. 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 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 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 OR JURISDICTION THEREIN. EACH OF PARTY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, WASHINGTON COUNTY, TEXAS, AND EACH PARTY WAIVES ANY OBJECTION IT MAY HAVE TO VENUE OKLAHOMA (EXCEPT AS TO TITLE MATTERS, WHICH SHALL BE INTERPRETED AND CONSTRUED IN INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE 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 TRANSACTIONS CONTEMPLATED HEREIN. TRIAL BY A JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR DIRECTLY OR SHALL BE EXCLUSIVELY LITIGATED IN COURTS HAVING SITES 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
- 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 arrangements 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 derivatives shall be construed accordingly. group appointing or (a) or business relationships. "Affiliate" means, with respect to a Party, any person or entity directly or indirectly electing management or The terms "controlled by," otherwise through formal or by," "controlling," formal or and other
- real estate, use, personal property and similar Taxes (including any interest, Taxes" means ad valorem, property, excise, severance, production, sales, fine, penalty or

Tax is based, measured, or calculated). 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 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 (or multiple bases, including corporate, franchise, business and occupation, business license, or

- (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) "<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 P&A Obligations.
- 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 (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 administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of
- 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 "Hazardous Materials" means any (i) chemical, constituent, material, pollutant,
- (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,
- 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, "Liabilities" means any and all claims, charges, judgments, assessments, obligations, losses, 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;

- (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;
- 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 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 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, 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; operations, canals, ditches, reservoirs and other like purposes, or for the joint or common lines, distribution lines, power lines, telephone lines, removal of timber, grazing, logging (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
- 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
- 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 similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and clause (i) above services, use, real or personal property, 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 (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, estimated,
- transfer of the Assets. and similar Taxes (but excluding income Taxes) and fees arising out of, or in connection with, the "Transfer Taxes" means all transfer, documentary, sales, use, stamp, registration
- 18. <u>Interpretation</u>. 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 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
- 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

[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

Name: James E. Kitchel

Title: Manager/CEO

ENTRANSCO ENERGY, LLC

Name

: James E. Kitchel

Title! Manager/CEO

ACKNOWLEDGMENT

THE STATE OF OKLAHOMA

COUNTY OF Washing

100

000 con con

This instrument was acknowledged before me this $\frac{1}{2}M$ day of $\frac{1}{2}$ 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

OK by bong

THE STATE OF OKLAHOMA

COUNTY OF Washington

000 con con

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

Notary Public in and for the state of

M

ASSIGNEE:

REDBUD ENERGY PARTNERS, LLC

Name: Thomas R. Kaetzer

Title: Chief Executive Officer

ACKNOWLEDGMENT

THE STATE OF TEXAS

This instrument was acknowledged before me this the day of the partners, LLC, a 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. COUNTY OF LHOUNS $\infty \infty \infty$

May

MY COMMISSION EXPIRES
JUNE 16, 2022
NOTARY ID: 125728239 AMY E. RYAN

Notary Public in and for the State of

Schedule 1

Additional Purchase Price - \$0

Schedule 2

Assumed Liabilities

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

Exhibit A Leases

A TIBIHX3

(Leasees) Labette County, Kansas

DESCRIPTION	RGE	σМΤ	SEC	₽AGE	BOOK	G3TAG	LESSEE/GRANTEE	геззок/ свалок	YTNUOD
NE	18E	SEE	Þ	3.1	90 48	8/4/5002	Western Land Services Inc.	Jerry, Cathy, Roger, Staci Carnahan	3TT38AJ
ABH JJA	19E	325	32	60T	37 OG	2002/1/9	Albert G. Metcalfe	Kenneth W. & Shirley A. Froebe	EABETTE
A8H WN 2\N	19E	335	L	60T	37 06	7007/1/9	Albert G. Metcalfe	Kenneth W. & Shirley A. Froebe	3TT38AJ
S\2 NE	18E	338	13	114	350G	9/2/2006	Albert G. Metcalfe	Melvin J. Gossard	LABETTE
SE	18E	SEE	52	104	37 00	7007/77/9	Albert G. Metcalfe	Terry J. & Leslie K Gossard	LABETTE
NE	18E	SEE	ÞΙ	86	37 06	7/1/2002	Horseshoe Operating Inc	Hazel A. Tucker Trust	LABETTE
W/2SW	18E	335	7.7	SOT	37 OG	7007/57/9	Albert G Metcalfe	Albert J. & Dora L. Thompson	1T38AJ
3S	18E	SEE	23	SOT	32 06	7007/57/9	Albert G Metcalfe	Albert J. & Dora L. Thompson	LABETTE
N/2 NE	18E	332	98	SOT	3706	7007/57/9	Albert G Metcalfe	Albert J. & Dora L. Thompson	3TT38AJ
SW, Excepart that part or	18E	332	ST	S 6	37 00	7007/1/2	Horseshoe Operation Inc	Keith R. Tucker	3TT38AJ
SW lying Morth & East of									
NM: NM NE	W81	335	13	S6	3506	7/1/2002	Horseshoe Operation Inc	Keith R. Tucker	3TT38AJ
3S Z/S	18E	335	12	S6	32.06	7/1/2002	Horseshoe Operation Inc	Keith R. Tucker	LABETTE
WN 2/2	36T	325	3.1	S6	3206	7/1/2002	Horseshoe Operation Inc	Keith R. Tucker	LABETTE
SE; N/2 SW	18E	SEE	24	140	3506	7002/52/9	Plbert G Metcalfe	William L & Shirley A Beneke Trust and Rodnev J Beneke asm	3TT38AJ
SE	18E	SEE	97	611	32 OG	2002/52/9	Albert G Metcalfe	Keuton Thompson	LABETTE
M/2 less 3 acres in the	1 6E	SEE	07	tot	3506	7/52/2002	Albert G Metcalfe	Marvelle L. Ware Trust	1TABETTE
SE	18E	332	74	TOT	32.06	7/25/2002	Albert G Metcalfe	Marvelle L. Ware Trust	3TT38AJ
M\2 NE	18E	SEE	7.7	tot	32 06	7/25/2002	Albert G Metcalfe	Marvelle L. Ware Trust	LABETTE
MS	18E	335	Ţ	122	37 06	Z00Z/T/9	Western Land Services Inc.	Lowell W & Patricia A Scott	3TT38AJ

								Trust	
E/2 W/2; Part NWNW	18E	SEE	12	123	3706	7/27/2002	Albert G Metcalfe	Raymond & Daisy Johnson Revocable	LABETTE
								tsu₁T	
M\2 NE; E\2 NW	18E	332	77	123	3206	7/27/2002	Albert G Metcalfe	Raymond & Daisy Johnson Revocable	3TT38AJ
								nosndol	
E/2 NW; W 190' of NW	18E	335	91	091	9850	4/26/2005	Western Land Services Inc.	Charles D. and/or Carol J. Johnson	3TT38AJ
Part E/2 NE	18E	335	τ	Z9T	98 90	4/22/2005	Western Land Services Inc.	David W. and Michelle R. Hinkle	LABETTE
WN traq	36T	335	18	SST	9890	4/18/2005	Western Land Services Inc.	Barry D. & Andrea V. Bradford	3TT38AJ
SE	lı .								
E/2 SE; E 60 acres of W/2	18E	335	13	SST	98 90	4/18/5005	Western Land Services Inc.	Barry D. & Andrea V. Bradford	3TT38AJ
Part SW NE	18E	335	Ţ	6ST	98 90	4/13/5002	Western Land Services Inc.	Ben and Merry C. Hinkle	3TT38AJ
W/2NW	18E	335	22	747	37 06	8/12/5005	Albert G Metcalfe	The Johnson Family Trust	3TT38AJ
MN	18E	325	32	747	37 06	8/12/5005	Albert G Metcalfe	The Johnson Family Trust	3TT38AJ
Wart of the SW	18E	332	7	747	37 06	8/12/5005	Albert G Metcalfe	The Johnson Family Trust	3TT38AJ
Part SE	18E	325	34	747	37 00	8/12/2002	Albert G Metcalfe	The Johnson Family Trust	LABETTE
E/2 SW; Part SE SE	18E	332	13	747	37 06	8/12/5005	Albert G Metcalfe	The Johnson Family Trust	LABETTE
M\S 2E	18E	335	τ	747	37 00	8/12/2002	Albert G Metcalfe	The Johnson Family Trust	1T38AJ
ExcePart									
E\2 SW; N\2 SE with	18E	332	23	747	32 06	8/12/5005	Albert G Metcalfe	The Johnson Family Trust	3TT38AJ
3E	18E	332	Þ	747	32 06	8/12/5005	Albert G Metcalfe	The Johnson Family Trust	ЭТТЭВАЛ
Serios SAT. acres	18E	SEE	OT	747	32.06	8/12/5005	Albert G Metcalfe	The Johnson Family Trust	ЭТТЭ8АЛ
SE	18E	335	77	150	3506	7/1/2002	Albert G Metcalfe	Regena L. Melson Revocable Trust	LABETTE
WW, less a .5 acre tract	18E	332	52	911	00.70	7007/07/0	2118212141 0 2120174		
teest eree 7 e seel \\\\\\\	301	356	33	911	37 06	7007/87/9	9lbert G Metcalfe	Andy J Melson Revocable Trust	3TT38AJ
POB									
119'; TH North 155' to									
South 155'; TH West									
23; TH East 119'; TH									
the NW corner section									
Beginning 1255' East of	18E	SEE	23	ott	35 OG	7007/87/9	Albert G Metcalfe	Gail A. & Bonnie S. Nelson	3TT38AJ
exception							3	1 14 3 1,14 5 4 16 5	1 G A I
NM NE; NM With	18 E	332	τ	4 TT	3506	7007/9/2	Albert G Metcalfe	ער אינו אין	7117017
7.7 7.117 21471114		300			3000	COOC/3/L	Albort C Mactorite	Alexander M & Brenda L Ybarra	3TT38AJ

NE	T8E	332	6	STZ	3606		Western Land Services Inc.	William W. & Carol Ann Johnson	LABETTE
E\2 SW	18E	325	32	512	90 98		Western Land Services Inc.	William W. & Carol Johnson	LABETTE
the ME corner.									
MW ExcePart 10 rods off	18E	332	3	46 T	30 98	9/10/5002	Western Land Services Inc.	Маупе Е. Thompson	LABETTE
3S	38 €	332	33	513	90 98	9/12/5002	Western Land Services Inc.	Larry Lee & Norma Traxson	3TT38AJ
SW less a tract	18E	335	33	517	90 98	9/12/5002	Western Land Services Inc.	Larry Lee & Morma Joan Traxson	3TT38AJ
MW less tract	18E	332	33	219	90 98	9/12/5002	Western Land Services Inc.	Larry Lee & Morma Joan Traxson	3TT38AJ
WN2/W	18E	345	6	513	30 98	9/12/5002	Western Land Services Inc.	Larry Lee & Norma Traxson	LABETTE
Part SE	18E	332	33	517	50 98	9/12/5002	Western Land Services Inc.	Larry Lee & Morma Joan Traxson	3TT38AJ
E\2 E\2	18E	332	32	507	90 9E	9/14/5002	Western Land Services Inc.	Norman Dale & Traxson	3TT38AJ
S\S NE; SE	J8E	332	30	218	90 9€	9/12/5002	Western Land Services Inc.	James R. & Ronda Rohling	ЗТТ38AJ
Pumpkin Creek									
Part S/2 NW lying W of	18E	332	67	218	30 98	9/12/5002	Western Land Services Inc.	James R. & Ronda L. Rohling	3TT38AJ
								Trust dated March 30, 2005	
WN theq	18E	SEE	6	163	90 9E	9/2/5002	Western Land Services Inc.	Eugene L. & Darlene L. Ferguson Living	EXBETTE
3N	JZE	335	74	96T	90 9E	9/7/2005	Western Land Services Inc.	Kenton J. & Dawn D. Thompson	3TT38AJ
Сreek				1					
lying W of Pumpkin									
N/2 excePart that Part	18E	332	67	06T	90 9E		Western Land Services Inc.	Norton Family Trust	3TT38AJ
Part SE	18E	332	S	56T	90 9E	5007/4/9	Western Land Services Inc.	Kenton J. & Dawn D. Thompson	LABETTE
								Trust, dated 3/30/2005	
W2 field	18E	332	3.1	₽ 9₹	90 98		Western Land Services Inc.	Eugene L. & Darlene L. Ferguson Living	LABETTE
MN	16E	332	S	202	30 98	9/7/2005	Western Land Services Inc.	Betty Houston	LABETTE
Part NW	19E	SEE	6	202	90 9E	5007/4/9	Western Land Services Inc.	Betty Houston	3TT38AJ
Part NE	36 T	332	6	702	90 9E		Western Land Services Inc.	Roger Kent & Mary Jane Houston	3TT38AJ
NW less 3.88 trc	18E	332	S	SZT	90 9E	2\17\5002	Western Land Services Inc.	Ronnie L Vaverka Trust	3TT38AJ
N/2 SE	18E	SEE	7.7	9 ∠ T	90 9E	2\72\7002	Western Land Services Inc.	Cinda Lynn Thompson	3TT38AJ
Part N/2; Part SE	18E	335	72	191	90 9E	2\72\7002	Western Land Services Inc.	J.C. & Elsie Braman	LABETTE
of creek									
Part E/2 SW Lying 5 & E	18E	335	77	τ9τ	30 9E	2\52\5002	Western Land Services Inc.	J.C. & Elsie Braman	LABETTE
W2SW	18E	332	77	797	36 06		Western Land Services Inc.	Raymond L & Beth Braman	LABETTE
NE 2E	19E	325	31	60T	37 OG	6/1/2002	Albert G Metcalfe	Kenneth W. & Shirley A. Froebe	TT38AJ
								Trust	
A\2 SE	38T	332	ST	153	3506	7/27/2002	Albert G Metcalfe	Raymond & Daisy Johnson Revocable	3TT38AJ

SW/4 SE/4	18E	335	II	16	SS	7/27/2017	Entransco Energy, LLC	Jeffery & Kimberly Moon	3TT38AJ
	18E	SEE	14	7£	3306	3/12/2003	Albert G. Metcalf	Darrell Leon Melson	ГАВЕТТЕ
NE	18E	SEE	53	103	350G	2002/52/9	Dorseshoe Operating Inc	Eileen B Johnson Revocable Trust dtd 1- 5-99, Eileen B Johnson Trutee	3TT38AJ
MN Z/N	18E	SEE	77	103	3002	7007/57/9	Horseshoe Operating Inc	Eileen B Johnson Revocable Trust dtd 1- 5-99, Eileen B Johnson Trutee	ЭТТЭ8 А Л
NE	18E	335	97	TTT	3506	2002/52/9	Albert G. Metcalf	Orlyn E. Bennett	1TT38AJ
NM; NESW	18E	SEE	77	7 6	9078	7007/1/2	Albert G. Metcalf	Fankie R. Hite, a widow and Gayle L. Hite	3TT38AJ
NS Z/S	18E	335	77	113	3206	7007/5/9	Albert G. Metcalf	Walter L. & Jarilyn J. Hess	3TT38AJ
NW Exe 1/2 acre in	18E	SEE	97	96	3506	2002/52/9	Albert G. Metcalf	Eugene L. & Darlene L. Ferguson	LABETTE
NW; NE Exe, E/2 SE; Part	18E	SEE	ST	96	3506	7007/57/9	Albert G. Metcalf	Eugene L. & Darlene L. Ferguson	ЭТТЭВ∀Л
M/S; S/2 NE	18E	335	98	ot	9078	9/28/2002	Western Land Services Inc.	O'Brien Rock Co	LABETTE
SW; W/2 NW; W/2 E/2	18E	SEE	3.1	от	90/2	5002/82/9	Western Land Services Inc.	O'Brien Rock Co	3TT38AJ
NE; E/2 NW less; SW less	18E	SEE	32	OT	90 78	9/58/5002	Western Land Services Inc.	O'Brien Rock Co	LABETTE
E\2 NE	18E	335	52	OT	90 75	9/28/2002	Western Land Services Inc.	O'Brien Rock Co	TT38AJ
MS	18E	332	82	193	90 98	9/12/5002	Western Land Services Inc.	James R., Ronda L., Rohling	LABETTE
SE; S/2 NE less Part	18E	332	28	L	90 75	6/22/2005	Western Land Services Inc.	James F. & Marie Banowetz	3TT38AJ
MS AAALZ/AL	18E	332	57	517	90 98	8/24/2003	Western Land Services Inc.	W.H. (Bud) Rogers Trust dated August	ЭТТЭ8А Л
MN Z/N	18E	325	97	512	90 98		Western Land Services Inc.	William W. & Carol Ann Johnson	3TT38AJ

END OF EXHIBIT A

Exhibit B

Wells

EXHIBIT B(Wells) Labette County, Kansas

1000	Labouro			
Kansas	Labette	26-33S-18E	BENNETT 8-26	15-099-23856-00-01
Kansas	Labette	23-335-18E	RUGERO 14-25	15 000 23060 00 01
Kansas	Labette	25-33S-18E	OBRIEN 8-25	15-099-23922-00-01
Kansas	Labette	25-33S-18E	OBRIEN 1-25	15-099-23921-00-01
Kansas	Labette	25-33S-18E	GOSSARD 16-25	15-099-23923-00-01
Kansas	Labette	25-33S-18E	GOSSARD 10-25	15-099-23924-00-00
Kansas	Labette	25-33S-18E	ROGERS 12-25	15-099-23939-00-00
Kansas	Labette	24-33S-18E	HESS 13-24SWD	15-099-23848-00-00
Kansas	Labette	24-33S-18E	HESS 6-24	15-099-23900-00-00
Kansas	Labette	24-33S-18E	HESS 14-24	15-099-23859-00-00
Kansas	Labette	24-33S-18E	HESS 13-24	15-099-24030-00-00
Kansas	Labette	24-33S-18E	BENEKE 16-24	15-099-23902-00-01
Kansas	Labette	24-33S-18E	BENEKE 12-24	15-099-23903-00-01
Kansas	Labette	24-33S-18E	BENEKE 10-24	15-099-23901-00-00
Kansas	Labette	24-33S-18E	JOHNSON TRUST 4-24	15-099-23726-00-00
Kansas	Labette	23-33S-18E	THOMPSON TRUST 16-23	15-099-23728-00-00
Kansas	Labette	23-33S-18E	THOMPSON 10-23 EX	15-099-24076-00-00
Kansas	Labette	23-33S-18E	THOMPSON 10-23	15-099-23858-00-00
Kansas	Labette	23-33S-18E	NELSON TRUST 6-23	15-099-23988-00-00
Kansas	Labette	23-33S-18E	NELSON TRUST 4-23	15-099-23727-00-00
Kansas	Labette	23-33S-18E	JOHNSON 8-23	15-099-23868-00-01
Kansas	Labette	23-33S-18E	JOHNSON 2-23	15-099-23855-00-01
Kansas	Labette	15-33S-18E	FERGUSON C-3	15-099-19071-00-01
Kansas	Labette	15-33S-18E	FERGUSON 2-3	15-099-19070-00-01
Kansas	Labette	14-33S-18E	WARE 16-14	15-099-23949-00-01
Kansas	Labette	14-33S-18E	WARE 10-14	15-099-23950-00-00
Kansas	Labette	14-33S-18E	TUCKER 8-14	15-099-23987-00-00
Kansas	Labette	14-33S-18E		15-099-23867-00-01
Kansas	Labette	14-33S-18E	TUCKER 14-33-18 2	15-099-23227-00-00
Kansas	Labette	14-33S-18E	NELSON 14-14	15-099-23983-00-01
Kansas	Labette	14-33S-18E	NELSON 12-14	15-099-23984-00-01
Kansas	Labette	14-33S-18E	HITE 6-14	15-099-24077-00-00
Kansas	Labette	14-33S-18E	HITE 4-14	15-099-24078-00-00
Kansas	Labette	14-33S-18E	HITE 1-14	15-099-23228-00-00
Kansas	Labette	13-33S-18E	TUCKER 6-13	15-099-23985-00-00
Kansas	Labette	13-33S-18E		15-099-23986-00-00
Kansas	Labette	13-33S-18E	JOHNSON TRUST 14-13	15-099-24461-00-00
Kansas	Labette	13-33S-18E	JOHNSON 12-13	15-099-23874-00-00
Kansas	Labette	13-33S-18E	BRADFORD 16-13	15-099-24080-00-00
Kansas	Labette	13-33S-18E	BRADFORD 10-13	15-099-24081-00-01
Kansas	Labette	11-33S-18E	MOON 15-11	15-099-24554-00-00
Kansas	Labette	10-33S-18E	JOHNSON TRUST 16-10	15-099-24499-00-00
Kansas	Labette	09-33S-18E	FERGUSON 6-9	15-099-24422-00-00
Kansas	Labette	05-33S-19E	HOUSTON 4-5A	15-099-24431-00-00
Kansas	Labette	05-33S-19E	HINE/HOUSTON 1	15-099-21665-00-00
Kansas	Labette	04-33S-18E	THOMPSON 14-4	15-099-24421-00-00
Kansas	Labette	04-33S-18E	CARNAHAN 7-4	15-099-24505-00-00
Kansas	Labette	01-33S-18E	YBARRA 2-1	15-099-24460-00-00
Kansas	Labette	01-33S-18E	SCOTT 11-1	15-099-24232-00-00
Kansas	Labette	01-33S-18E	HINKLE 1-1	15-099-24551-00-00
Kansas	Labette	01-33S-18E	HINKLE 7-1	15-099-24550-00-00
State	County	Location S-T-R	Lease and Well Name	OL LANGILLOCK

END OF EXHIBIT B

Kansas	Labette	36-33S-18E	THOMPSON 2-36	15-099-23937-00-00
Kansas	Labette	36-33S-18E	OBRIEN 8-36	15-099-23930-00-00
Kansas	Labette	36-33S-18E	OBRIEN 4-36	15-099-24075-00-00
Kansas	Labette	36-33S-18E	OBRIEN 6-36	15-099-23938-00-00
Kansas	Labette	35-33S-18E	OBRIEN 8-35	15-099-23927-00-01
Kansas	Labette	35-33S-18E	OBRIEN 6-35	15-099-23926-00-01
Kansas	Labette	35-33S-18E	OBRIEN 2-35	15-099-23925-00-00
Kansas	Labette	33-33S-18E	TRAXSON 4-33	15-099-24416-00-00
Kansas	Labette	32-33S-18E	TRAXSON 8-32	15-099-24417-00-00
Kansas	Labette	32-32S-19E	FROEBE 14-32	15-099-23733-00-01
Kansas	Labette	31-33S-19E	OBRIEN 6-31	15-099-23934-00-00
Kansas	Labette	31-33S-19E	OBRIEN 4-31	15-099-23935-00-00
Kansas	Labette	31-32S-19E	VAVERKA 10-31	15-099-23734-00-00
Kansas	Labette	29-33S-18E	NORTON 8-29	15-099-24420-00-00
Kansas	Labette	28-33S-18E	ROHLING 14-28	15-099-24423-00-00
Kansas	Labette	28-33S-18E	BANOWETZ 8-28	15-099-24418-00-00
Kansas	Labette	27-33S-18E	BRAMAN 8-27	15-099-24280-00-00
Kansas	Labette	26-33S-18E	THOMPSON 16-26	15-099-24020-00-01
Kansas	Labette	26-33S-18E	THOMPSON 10-26	15-099-23904-00-01
Kansas	Labette	26-33S-18E	FERGUSON 6-26	15-099-23977-00-01
Kansas	Labette	20-335-18E	- ELVOCOCIA 3-50	100000000000000000000000000000000000000

Exhibit C

Surface Rights

EXHIBIT C

(Surface Rights) Labette County, Kansas

Legal Description	Page	Book	Date	Lessee/Grantee	Lessor/Grantor	Connty
4-335-18E S/2 of the Ww/4 and SW/4 EXCEPT a parcel beginning at the SW/c of said SW/4, the West line of said Quarter sectioon having an assumed bearing of North 06 degrees 58 minutes East, thence South 83 degrees 02 minutes East 105.6 feet, along said Sest line, thence South 83 degrees 02 minutes East 27.5 feet, thence South 86 degrees 10 minutes East 976.9 feet, thence South 86 degrees 10 minutes East 976.9 feet, thence South 86 degrees 22 minutes East 976.9 feet, thence South 86 degrees 32 minutes East along the existing highway, thence South 89 degrees 22 minutes East along said Right of way line to a point on the East line 25.0 feet North of the Southeast corner of said Quarter section, thence South 80 degrees 32 minutes West along said East line to the South line of said Quarter section, thence South 80 degrees 32 minutes West along said East line to the South line of said Quarter section, thence						
the excetion 1.12 acres, more or less, exclusive of the existing highway. 31-325-19E An undivided one-half interest in: The South 120 acres of the		<u> </u>	800Z/TZ/TT	Admiral Bay (USA) Inc.	Jaros P. Rickmeyer et al ROW	Labette
NE/4 and the NW/4 of the SE/4	1	39	9007/77/2	Western Land Services	C. Vaverka Rev. Tr. ROW	
14-332-18E	148	7.5	3/6/2006	Western Land Services	Hazel A. Tucker Rev. Tr ROW	Labette

14-332-18E NM/4' 9uq NE/4 2M/4	ħΔΙ	ŢS	11/16/2012	Admiral Bay (USA) Inc.	Frankie R. Hite et al ROW	Labette
13-335-18E NW/4 of the SW/4 containing 40 acres, more or less	76	38	9007/9/9	Vestern Land Services		
23-335-18E NW/4, less a .5 acre tract further described in Book 251, page 191 of the Deed Records of Labette County, Kansas	183	100	2/11/2002	Vestern Land Services	Regena L. Nelson et al rev tr ROW	Labette
76-332-18E SE/4	39	611	9007/5/6	Western Land Services	Kenton Thompson et al ROW	Labette
32-335-18E TheE/2 E/2 and a tract of land in the SE/4 beginning at the NE/c of the SE/4, thence South along the East line of the SE/4 of Section 32 a distance of 500 feet, thence West parallel to the North line of the SE/4 of Section 32 a distance of 40.00 feet, thence West parallel to the Last line of the SE/4 of Section 32 a distance of 400.00 feet, thence West parallel to the North line of the SE/4 of Section 32 a distance of 10.00 feet, thence North parallel to the East line of the SE/4 of Section 32 a distance of 10.00 feet, thence East along the North line of the SE/4 of Section 32 a distance of 50.00 feet to the North line of the SE/4 of Section 32 a distance the SE/4 of Section 32 a distance of 50.00 feet to the point of beginning		Lt	800Z/TZ/TT	Admiral Bay (USA) Inc.	Morman Dale Traxson et al ROW	9t19ds1
33-335-18E SE/4; SW/4; NW/4 and commencing at a point on the West Section line of the WW/4 9 rods N of center line running E and W through said NW/4 thence E 80 rods, thence S 18 rods, thence E 80 rods to said Cuarter Section line to NE/c of said NW/4, thence W on Section line to NW/c thereof, thence S on said section line to point of beginning, EXCEPT Richland Cemetery tract AND EXCEPT:Beginning at NW/c of NW/4 of said Section thence S 345 feet, thence E 390 feet 8 inches, thence N 194 feet 6 inches, thence W 195 feet, thence W to beginning. AND a siong the N line of the SW/4 of Section 33 a distance of SO.00 feet, thence S parallel to the W line of the SW/4 of Section 33 a distance of along the N line of the SW/4 of Section 33 a distance of soluth and 40.00 feet East of the NW/c of the SW/4 of soluth 30.00 feet to the Worth line of the SW/4 of Section 33, thence Southwesterly parallel a distance of 400.00 feet to Section 33 a distance of 33, thence Nest paralle to the Worth line of the SW/4 of Section 33 a distance of 40.00 feet to the Worth line of the SW/4 of Section 33, thence Nest paralle to the W line of the SW/4 of Section 33, thence Nest paralle to the W line of the SW/4 of Section 33, thence Nest parallel to the W line of the SW/4 of Section Section 33 a distance of 40.00 feet to the W line of the SW/4 of Section Section 33 a distance of 40.00 feet to the W line of the SW/4 of Section Section 33 a distance of 40.00 feet to the W line of the SW/4 of Section Section 33 a distance of 40.00 feet to the W line of the SW/4 of Section Section 33 a distance of 40.00 feet to the SW/4 of Section Section 33 a distance of 40.00 feet to the SW/4 of Section Section 33 a distance of 40.00 feet to the SW/4 of Section Section 33 a distance of 40.00 feet to the SW/4 of Section SW/4 of SW/4 of Section SW/4 of Section SW/4 of Section SW/4 of Sectio	137	Lt	800Z/TZ/TT	Admiral Bay (USA) Inc.	Morma Joan Traxson ROW	Labette

Стеек	148	XOTS2	2/2/2018	Entransco Resources, LLC	Keith R. Tucker etal ROW	Labette
15-335-18E SW/4 except that part of the SW/4 lying N and E of Pumpkin						
12-335-18E S/2 of the SE/4; 13-335-18E NW/4, and the NW/4 of the NE/4;		<u></u>				
10-332-18E NM\4	707	38	9007/87/9	Western Land Services	Kevin D. Keltz etal ROW	Labette
8-332-18E 2E/4 9uq 10-332-18E 2M/4	LL	Lτ	10/22/2008	Admiral Bay (USA) Inc.	David H. Winters etal ROW	Labette
76-332-18E SE/4	611	68	9/2/5006	Western Land Services	kenton Thompson et al ROW	Labette
9-33S-18E An undivided one-half interest in the NE/4	139	L t	11/51/2008	Admiral Bay (USA) Inc.	NO9 le 19 Jorduinot et al ROW	Labette
23-335-18E NE/4 Containing 160 acres, more or less.	74	38	9007/77/5	Western Land Services	Eileen B. Johnson Rev Tr ROW	Labette
thence East 270 feet to the POB	9 ∠ T	Ţς	71/16/2012	Western Land Services	Jerry W. Carnahan et al ROW	Labette
S/2 NE/4 thence North 120 feet, thence West 270 feet, thence South 120 feet,						
SW/4 AND S/2 NE/4 less the following tract commencing in the SE/c of the						
Sectioon line, then North 609 feet to the point of beginning AND The N/2						
the North Section line, then South 609 feet, then West 359.5 feet to the						
lo MW/c of said Section 17, then East 359.5 feet to a point1298.97 feet South of						
feet to the point of beginning, AND EXCEPT beginning 1308.69 South of the						
South 609 feet, thence West 359.5 feet to the Section line, thence North 609)			4	
NW/c of said Section, then E 359.97 feet South of the North Section line, then			1			
WW/4 except the following description: beginning 1917.69 feet South of the					1	
W/2 OF SW/4 Except 1/2 of the mineral rights; 13-335-17E SE/4; 17-335-19E						
4-335-18E NW/4; 19-335-18E NW/4 AND SW/4; 12-335-17E NW/4 AND	l li				1	
GIAA ALMIN TOT 255 OF TALLING AND CHAIN TOT 255 OF TALLING AND 255 A		11			1	1
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END OF EXHIBIT C