KOLAR Document ID: 1571286

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:	inteed with this form.
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	SecTwp R EV
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:
r dot operator o realite d'Addresse.	
	Date:
Title:	Signature:
New Operator's License No	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
New Operator's Email:	Date:
Title:	Signature:
Acknowledgment of Transfer: The above request for transfer of injection	on authorization, surface pit permit # has beer
noted, approved and duly recorded in the records of the Kansas Corporatio	n Commission. This acknowledgment of transfer pertains to Kansas Corporation
Commission records only and does not convey any ownership interest in the	e 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:	
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC
1	

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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.

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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	3-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	
Name:	· — — —
Address 1:	
Address 2:	
City: State: Zip:+	the least helping
Contact Person:	
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:	the state of the s
City:	_
	tank batteries, pipelines, and electrical lines. The locations shown on the plat ed 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 Notic owner(s) of the land upon which the subject well is or will be	ce Act (House Bill 2032), I have provided the following to the surface be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form the being filed is a Form C-1 or Form CB-1, the plat(s) required by this ex, 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 e owner(s). To mitigate the additional cost of the KCC performing this ress of the surface owner by filling out the top section of this form and he KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handl form and the associated Form C-1, Form CB-1, Form T-1, or Form C	lling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.
I hereby certify that the statements made herein are true and correct	ct 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 NEOSHO

 $\infty \infty \infty$

("<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 Assigne are sometimes referred to herein individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>". ENERGY, LLC This ASSIGNMENT AND BILL OF SALE (this "Assignment") is effective as of May 1, 2021, at 12:01. local time at the location of the Assets (the "Effective Time"), from ENTRANSCO RESOURCES, C, a limited liability company whose address is P.O. Box 578, Dewey, OK 74029 and ENTRANSCO ERGY, LLC, a limited liability company whose address is P.O. Box 578, Dewey, Oklahoma 74029 Assignor and Assignee

price set forth on the attached <u>Schedule 1</u> (such aggregate amount, the "<u>Purchase Price</u>"), 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"): FOR AND IN CONSIDERATION of the sum of TEN Dollars (\$10.00) plus the additional purchase

- 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
- (b) all oil and gas wells, water wells and other wells (including any inactive, shut-in, and/or previously plugged or abandoned wells) located on or under the Leases and/or Lands, including the oil and gas wells more fully described on the attached **Exhibit B** (the "**Wells**"), and all Hydrocarbons produced from the Wells, Leases or Lands on or after the Effective Time and all proceeds attributable thereto;
- 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**");
- personal property; disposal facilities, compression facilities, pipe, parts, tools, telemetry devices, and other tangible measurement facilities, compressors, tanks, buildings, treatment facilities, any of the Assets, including all such wellhead equipment, pumps, pumping units, hydrocarbon 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, injection facilities.
- attributable thereto; tanks, pipelines or plants (including inventory) as of the Effective Time, and all proceeds all Hydrocarbons produced from the Wells that are in storage or existing in stock
- (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 such exclusions, the "*Records*"). and consummation of the sale of the Assets by Assignor other than those of Assignee (subject to of Assignor's legal counsel (other than title opinions), and (iv) records relating to the negotiation

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

- THIS SECTION 1 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW. MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY AND WARRANTIES OF ASSIGNOR IN <u>Section 4,</u> Assignee acknowledges that Assignor has not BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN LAW, BY STATUTE OR OTHERWISE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED EXPRESSLY WAIVES, ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON 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 attributable or allocable to, arising out of, based upon, or otherwise relating to (i) the ownership, use or perform, pay, assume, and discharge (or cause to be fulfilled, performed, paid, and discharged) the liabilities set forth on Schedule 2 and any and all Liabilities (known or unknown or absolute or contingent) under, (or cause to be fulfilled, performed, paid, and discharged) any and all Liabilities (known or Assumption and Retention of Liabilities. Assignee assumes and hereby agrees iabilities") Assignor retains and hereby agrees to fulfill, perform, pay,
- 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 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

proceeds from the sale of such production shall be the property of Assignee. Assignee shall be responsible Hydrocarbons in storage or existing in stock tanks, pipelines or plants as of the Effective Time) and the 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 against such Party or any of its Affiliates arrangement proceedings pending, being contemplated by, or, to such Party's knowledge, threatened time or both) or the creation of any lien or encumbrance or give rise to any right of termination, cancellation 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 this Assignment does not, 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 owns assets, including the state of Kansas; (ii) such Party has the adequate power, authority, and legal right 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 represents and warrants to the other as of the date hereof the following: (i) such Party is duly organized, Representations and Warranties of the Parties. Each of Assignor and Assignee hereby and the fulfillment of and compliance with the terms and conditions hereof will
- Assignor Indemnity. Assignor shall be responsible for, shall pay on a current basis, and shall Defend, indemnity, 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 suffered, or paid by, or asserted against, or resulting to any of the Indemnified Assignee Parties and which Assignment; or (ii) the Retained Liabilities. Assignor of its representations, warranties, covenants or agreements contained in
- 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 Assignment; or (b) the Assumed Liabilities result from, arise out of or in connection with, are based upon or related to, or exist by reason of: (a) any Assignee of its representations, warranties, covenants or agreements contained in
- THE EXTENT OF ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY. SUCH INDEMNIFIED PARTY, PROVIDED THAT NO SUCH INDEMNIFICATION SHALL BE APPLICABLE TO SOLE, ACTIVE, PASSIVE, CONCURRENT, OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY, BREACH OF DUTY (STATUTORY OR OTHERWISE), OR OTHER FAULT OR VIOLATION OF ANY LAW OF OR BY ANY OR CIRCUMSTANCE GIVING RISE TO ANY SUCH INDEMNIFICATION OBLIGATION IS THE RESULT OF THE 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 WITH THE TERMS OF SECTION 5 OR SECTION 6, REGARDLESS OF WHETHER THE ACT, OCCURRENCE,
- 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
- 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 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
- executed, acknowledged, and delivered, to Assignee, and Assignee shall execute, acknowledge, and deliver, **Further** executed, acknowledged, and delivered to Assurances. Assignor shall execute, acknowledge, and deliver, Assignor, such further documents and 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

- set forth in this Assignment. this Assignment may not be explained, supplemented, or qualified through evidence of trade usage or a 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 entire agreement and understanding between the Parties with respect to the subject matter hereof, and all 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. <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 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
- 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, 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 HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR DIRECTLY OR WASHINGTON COUNTY, TEXAS, AND EACH PARTY WAIVES ANY OBJECTION IT MAY HAVE TO VENUE ASSIGNMENT SHALL BE EXCLUSIVELY LITIGATED IN COURTS HAVING SITES IN 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 OF 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. 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. (a) 0<u>r</u> "Affiliate" means, with respect to a Party, any person or entity directly or indirectly business relationships. The terms "controlled by," "controlling," and other
- real estate, use, personal property and similar Taxes" means ad valorem, property, excise, severance, production, sales, nal property and similar Taxes (including any interest, fine, penalty or

upon, measured by, or calculated with respect to net income, profits, capital, or similar measures (or multiple bases, including corporate, franchise, business and occupation, business license, or 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 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

- (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.
- 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. Environmental Liability" means all Liabilities and other responsibilities arising
- administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of governmental agency, branch, department, official, or entity and any court or other tribunal); government; (iii) governmental or quasi-governmental authority of any nature (including 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 multi-national organization or body; or (v) body exercising, or entitled to exercise,
- basis of liability under any Environmental Law; and (ii) petroleum, Hydrocarbons, or petroleum contaminant, substance, or waste that is regulated by any Governmental Body or may form the "Hazardous Materials" means any (i) chemical, constituent, material, pollutant,
- form), or any combination thereof, and any minerals produced in association therewith (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
- 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, of common law, international,
- any attorneys' fees, legal, and other costs and expenses suffered or incurred therewith action, payments, charges, judgments, assessments, obligations, losses, diminution in value, liabilities, damages, penalties, fines, expenses, costs, fees, settlements, and deficiencies, including means any and all claims, suits, proceedings, demands, causes of
- charged by Third Party operators to the Assets under the relevant operating agreement or unit agreement, if any, but excluding Liabilities attributable to (i) personal injury or death, property damage, other legal tort, or violation of any Law, Lease, or Contract, (ii) Environmental Liabilities, (iii) plugging, replugging, removal, abandonment, decommissioning, disposal, dismantling, 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, applicable, in accordance with the relevant operating or unit agreement, if any, and overhead costs incurred in the ownership and operation of the Assets in the ordinary course of business and, where 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
- (k) "Permitted Encumbrances" means any of the following to the extent and only to the extent that the same do not, individually or in the aggregate, (i) reduce Assignor's net revenue interest or net mineral acres, or increase its working interest (without at least a proportionate 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
- Assets to the extent not yet triggered as of the date hereof; rights of reassignment arising upon final intention to abandon or release
- (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 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, 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
- 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 (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 use of real estate, rights-of-way, facilities and equipment;
- 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 transferce liability in respect of any items described in services, use, real or personal property, similar), disability, occupation, ad valorem, property, value added, capital gains, sales, goods and (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, Section 59A of the US Tax Code), registration, withholding, employment, social security franchise, alternative or add-on minimum, gross receipts, environmental (including taxes 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
- negotiations between them. Accordingly, if there is any ambiguity in this Assignment, there shall be no or not they are in fact followed by such words or words of similar import. The word "or" is not necessarily 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) "includes", "includes", and "including" are deemed to be followed by "without limitation" whether presumption that this instrument was prepared solely by either Assignor or Assignee. exclusive. Assignor and Assignee acknowledge and declare that this Assignment is the result of extensive
- 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

James E. Kitchel

Title: Manager/CEO

ENTRANSCO ENERGY, LLC

Name: James E. Kitch
Title: Manager/CEO James E. Kitchel

ACKNOWLEDGMENT

THE STATE OF OKLAHOMA Washington

COUNTY OF

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 This instrument was acknowledged before me this that day of the 2021, by James E. Kitchel, known to me to be the Manager/CEO of ENTRANSCO RESOURCES, LLC, a limited liability

ACKNOWLEDGMENT

Notary Public in and for the State of

THE STATE OF OKLAHOMA

COUNTY OF Lishing 100

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OF OXLES

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 media. day of /// , 2021, by James E. Kitchel, known to me to be the Manager/CEO of ENTRANSCO ENERGY, LLC, a limited liability

Notary Public in and for the State of

ASSIGNEE:

REDBUD ENERGY PARTNERS, LLC

By: 1 WY 1 12 13 18 Name: Thomas R. Kaetzer
Title: Chief Executive Officer

ACKNOWLEDGMENT

THE STATE OF TEXAS

This instrument was acknowledged before me this the Mday of Muley 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. COUNTY OF LETALITIES $\infty \infty \infty$

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

EXHIBIT A (Leases)

Kansas	County,	oysoəN
	(səseə	1)

DESCRIPTION	BGE	qWT	SEC	35A9	BOOK	DATED	LESSEE/GRANTEE	LESSOR/ GRANTOR	YTNUOD
NE/4	18E	305	50	665	MIPI	τοοτ/9/Δ	Southwind Exploration, LLC	Gregory E. Carter Lease	NEOSHO
t/MS	JZE	308	II	463	132	0007/81/6	Southwind Exploration, LLC	Dale Gildart et ux. Lease	NEOSHO
t/MN	3/T	305	ττ	Z97	T35M	0002/81/6	Southwind Exploration, LLC	Dale Gildart, et al. General Oil and Gas	NEO2HO
9								әѕеәๅ	
Z/3	JZE	308	23	249	T33M	11/28/2000	Southwind Exploration, LLC	Elbert D. Goins et ux. Lease	NEO2HO
NE/4	JZE	308	97	249	T33M	11/28/2000	Southwind Exploration, LLC	Elbert D. Goins et ux. Lease	NEO2HO
Z/M	JZE	308	52	249	T33M	11/28/2000	Southwind Exploration, LLC	Elbert D. Goins et ux. Lease	NEO2HO
WOA fo tseW Bniyl 4\WN IIA ARTA fo	18E	SOE	8T	379	T35M	0007/87/2	Southwind Exploration, LLC	Elbert D. Goins et ux. Lease	NEO2HO
t/MN	17E	308	97	65	MEET	7/28/2000	Southwind Exploration, LLC	Les D. Goins, et ux. Lease	NEOSHO
t/WS	37£	305	23	65	MEET	7/28/2000	Southwind Exploration, LLC	Les D. Goins, et ux. Lease	NEOSHO
N 25 ACRES SW/4	JZE	305	77	69	MEET	7/28/2000	Southwind Exploration, LLC	Les D. Goins, et ux. Lease	NEOSHO
SW/4 EXC. RR ROW AND	TZE	S0E	52	608	MEPT	11/50/5001	Southwind Exploration, LLC	Satherine Jane Herman et vir Lease	NEO2HO
SUBIECT TO HWY ROW AND EXC. 11-A TRACT									
S/2 NW/4	JZE	308	23	751	346	\$00Z/9/T	Petrol Oil and Gas, Inc.	Mike & Yvonne Higgins Lease	NEOSHO
S/2 1444)	18E	308	70	191	WIST	6/19/2003	Savage Resources, LLC	Jack Hughes, as Trustee, et al Lease	NEOSHO
SE/4 EXC TRACT	17E	308	13	£6 7	Id2M	10/3/5001	Southwind Exploration, LLC	George W. Katzer Lease	NEO2HO
N/2 NW/4 exc. Tract	17E	308	23	IIS	142M	1007/17/6	Southwind Exploration, LLC	Edith Ann Kesterson et vir. Lease	NEOSHO
. → HIT	18E	308	71	207	MZET	0007/27/9	Southwind Exploration, LLC	Dorothy M. King et al. Lease	NEO2HO
7/5	18E	308	91	702	MZET	0007/27/9	Southwind Exploration, LLC	Dorothy M. King et al. Lease	NEO2HO
t/W2 t/WN	18E	308	ST	702	T32M	0002/27/9	Southwind Exploration, LLC	Dorothy M. King et al. Lease	NEO2HO
4/WS 2/W	37£	308	ÞΙ	SSS	MIEI	4/21/2000	Southwind Exploration, LLC	Fred R. Leck et al. Lease	NEOSHO
ZE/4	17E	SOE	ττ	523	MIEI	4/18/00	Southwind Exploration, LLC	Marvin G. Leck et al. Lease	NEO2HO
						00/27/9		Marvin G. Leck et al. Corrected Oil and	
								Gas Lease	

						r			
								Stafford LLC Corrected Lease	
₹/3S	18E	305	70	343	T35M	7/25/2000	Southwind Exploration, LLC	Stafford LLC Lease	NEO2HO
Z/N	JZE	308	13	43	MZET			John T. Mitchell et al. Oil and Gas Lease	NEO2HO
7/5	37£	308	12	£12	132M			John T. Mitchell et al. Oil and Gas Lease	NEOSHO
NW/4, & E/2 SE/4									
SE/4' E/5 SM/4' NE/4 & E/5	JZE	305	ÞΙ	43	T35M			John T. Mitchell et al. Oil and Gas Lease	NEOSHO
Z/N	JZE	305	13	187	MTET	3/24/2000	Southwind Exploration, LLC	John T. Mitchell et al. Lease	NEO2HO
7/\$	JZE	308	75	187	MIET	3/24/2000	Southwind Exploration, LLC	John T. Mitchell et al. Lease	NEO2HO
NW/4, & E/2 SE/4									
2E/4' E/5 2M/4' NE/4 & E/5	JZE	308	74	T81	MIET	3/24/2000	Southwind Exploration, LLC	John T. Mitchell et al. Lease	NEOSHO
						84/20/01		190	
tr/MS						Vck'd 2/19		Major W. McBee et ux. Correc- tion to	
S/2 SW/4 and S 26 acres W/2	JZE	308	74	191	136M	1/20/01	Savage Resources, LLC	Major W. McBee et ux. Lease	NEO2HO
M/2 NW/4	JZE	308	74	۷TS	MIEI	4/13/2000	Southwind Exploration, LLC	Robert J. Leck et al. Lease	NEO2HO
M\2 NE\4 NM\4	3/T	308	32	۷TS	MIET	4/13/2000	Southwind Exploration, LLC	Robert J. Leck et al. Lease	NEO2HO
-gaq									
S, th. 1120' W to point of									
200, N, th. 1120' E, th. 500'									
SW corner of Sec- tion; th.									
drilled in tr. Beg. 800' N of									
SW/4 exc. No well shall be									
of beg.									
500' S, th. 1120' W to point									
SW corner of Sec- tion; th.								Gas Lease	
drilled in tr. Beg. 800' N of						00/27/9		Marvin G. Leck et al. Corrected Oil and	
5W/4 exc. No well shall be	JZE	308	13	273	MTET	4\18\00	Southwind Exploration, LLC	Marvin G. Leck et al. Lease	NEO2HO

W/2 NE/4, and NW/4	JZE	SOE	32	ZTS	LAITCE	0007/CT/ +	277 (222 Index) 28mans	700 (1007 153 1000)	
			1		TSTW	4/13/2000	Savage Resources, LLC	Robert J. Leck, OGL	NEOSHO
₹/MN Z/M	17E	308	14	712	T3TM	4/13/2000	Savage Resources, LLC	Robert J. Leck, OGL	NEO2HO
M/2 SW/4	JZE	308	74	225	IddM		Southwind Exploration, LLC	Union Central Life Ins. Co.	NEOSHO
E\2 NE\4	JZE	308	SZ	321	MEPT	11/28/2001	Southwind Exploration, LLC	Jeffrey G. Wheeler et ux Lease	NEOSHO
E\2 NE\4	JZE	308	35	242	T32M	1/22/2001	Southwind Exploration, LLC	Robert C. Stafford et ux. Lease	NEOSHO
NE/2 less RR and Hwy ROW	ΊΣΕ	SOE	77	303	MZET	0007/61/2	Southwind Exploration, LLC	Randy D. Stafford et al. Lease	NEO2HO
								Jerry W. Stafford Revocable Living Trust Corrected Lease	
₽/∃S	JZE	SOE	97	٤0٤	MZET	0007/57/7	Southwind Exploration, LLC	Jerry W. Stafford Revocable Living Trust Lease	NEO2HO
t/WN 2/N	18E	308	6T	301	MZET	7/12/2000	Southwind Exploration, LLC	Janet R. Stafford et al. Lease	NEOSHO
t/W2 5/2	18E	308	18	301	MZET	7/12/2000	Southwind Exploration, LLC	Janet R. Stafford et al. Lease	NEOSHO
NW/4 AND SE/4 LESS RR AND HWY ROW	IZE	308	7 7	345	MZET	0007/57/2	Southwind Exploration, LLC	Stafford LLC Lease	NEO2HO
and Hwy ROW SE/4 20-305-17E less RR SE/4 20-305-17E less RR Hwy ROW MW/4 24-305-17E, and SE/4	JZE	SOE	54	667	MZET	00/9T/8 00/SZ/L	Southwind Exploration, LLC	Stafford LLC Lease Stafford LLC Corrected OGL	NEOSHO
SE/4 24-30S-17E less RR and Hwy ROW 25-30S-17E less RR and Hwy ROW MW/4 24-30S-17E less RR	18E	SOE	oz	66 7	MZET	00/9T/8 00/SZ/ <i>L</i>	Southwind Exploration, LLC	Stafford LLC Corrected OGL	NEOZHO

								Amendment of Oil and Gas Lease	
b/WN 2/W	JZE	308	ÞΪ	T8-9L	Z/5007/T	٤/٢	Petrol Oil and Gas, Inc.	Robert J. Leck Ratification and	NEOSHO
								eased Sab and liO fo tnembnemA	
Z/N	3/T	308	13	7 9-85	2/2007/5	/OT	Petrol Oil and Gas, Inc.	John T. Mitchell et al. Ratification and	NEOSHO
								Amendment of Oil and Gas Lease	
7/5	JZE	308	12	<i>t</i> 9-85	Z/5/00Z/S	/OT	Petrol Oil and Gas, Inc.	bohn T. Mitchell et al. Ratification and	NEO2HO
E\2 NW/4; and E\2 SE/4						.		eased Sas bns liO fo tnembnemA	
M\2 SE\4; E\2 SW\4; NE\4;	3/1	308	ÞΙ	79-85	Z007/S	/ot	Petrol Oil and Gas, Inc.	bohn T. Mitchell et al. Ratification and	NEO2HO
								Гедзе	
more or less								Ratification and Amendment of Oil & Gas	
SE/4 containing 160 acres	3/T	305	97	75-67	2007/9	τ/Δ	Petrol Oil and Gas, Inc.	Jerry W. Stafford Revocable Living Trust	NEO2HO
acres	5,000							eased Sad bil and Gas Lease	
08 gninistnoo 4/W2 S/W	3/T	308	14		2007/9	/8	Petrol Oil and Gas, Inc.	Fred R. Leck, et al Ratification and	NEO2HO
acres more or less								ease Lease li O fo InambnamA	
08 gninistnoo 4/WN 2/W	JZE	308	52	31-37	Z007/S,	/ot	Petrol Oil and Gas, Inc.	Elbert D. Goins, et al. Ratification and	NEOSHO
more or less							2	ease Lease of Oil and Gas Lease	
NE/4 containing 160 acres	37.t	308	97	31-36	Z007/S/	/OT	Petrol Oil and Gas, Inc.	Elbert D. Goins, et al. Ratification and	NEOSHO
more or less						.		ease Sand Gas Lease	
E/2 containing 320 acres	JZE	305	73	92-18	Z007/S/	′0τ	Petrol Oil and Gas, Inc.	Elbert D. Goins, et al. Ratification and	NEO2HO
ROS									
of ATSFR subject to all Hwy						. 1		ease Lease of Oil and Gas Lease	- 1
WOA fo test gniyl 4/WN llA	JZE	305	18	72-30	Z007/S/	OT	Petrol Oil and Gas, Inc.	Elbert D. Goins, et al. Ratification and	NEO2HO
						.		Amendment of Oil & Gas Lease	
t/MS	JZE	305	II	12-91	/2/5007	'0τ	Petrol Oil and Gas, Inc.	Dale Gildart, et al. Ratification and	NEO2HO
ROW containing 140 acres									ł
24- 305-17E less RR and Hwy								Amendment of Oil & Gas Lease	
NW/4 containing 160 acres;	3/T	135	50	44234	Z00Z/91	./_	Petrol Oil and Gas, Inc.	Stafford, LLC Ratification and	NEOSHO

₹MN	30E	SZZ	15	733	MEST	12/22/2003	עומבו ספט בעפונותובי דדכ	VODELL CLEONING AND ENGOS CONNIC	- OLICOTAL
DIVIN	300	320		255	1621	2002/22/21	River Gas Chanute, LLC	Robert C. Collins and Elissa Collins	NEO2HO
containing 81.5 acres total									
North 660' of the NE4									1
the W2W2SW4, and the									
	707	C/7		/.ст	INICCT	6007/6/37	077 (0201010 000 1040)		
NW4SE4, the North 660' of	30E	S72	6	137	WEST	15/9/2003	River Gas Chanute, LLC	Lewis Dale Corbett, et ux	NEO2HO
SZNEť NEťREť	20E	275	6	133	WEST	12/8/2003	River Gas Chanute, LLC	Ronald W. Olson, et ux	NEOSHO
ħΜN	20E	275	57	121	TESM	12/8/2003	River Gas Chanute, LLC	Carl E. Olson	NEOSHO
⊅MS	20E	275	50	171	MEST	12/8/2003	River Gas Chanute, LLC	Carl E. Olson	NEO2HO
225E4	20E	SYZ	61	121	MEST	12/8/2003	River Gas Chanute, LLC	Carl E. Olson	NEO2HO
NSNE4	30E	SZZ	6	121	MEST	12/8/2003	River Gas Chanute, LLC	Carl E. Olson	NEO2HO
ZE4	30Z	SZZ	75	LIS	MTST	11/2/2003	River Gas Chanute, LLC	John Bennett, et ux	NEOSHO
tract									
W2SW4 less a 1 acre M&B	30E	SZZ	ττ	۷ŢS	MIST	11/2/5003	River Gas Chanute, LLC	John Bennett, et ux	NEO2HO
tract out of the SE corner	30E	SZZ	οτ						
S2SE4 less a 5 acre M&B				LI 2	WTST	11/2/5003	River Gas Chanute, LLC	John Bennett, et ux	NEOSHO
252E4	30E	SZZ	6	LIS	MIST	11/2/2003	River Gas Chanute, LLC	John Bennett, et ux	NEOSHO
acres									
0L gainistaco stosts &&M									
NMd' MSNEd' NEDND 1622 3	30E	SZZ	ST	TZS	MIST	10/30/5003	River Gas Chanute, LLC	Helen Ericson	NEOSHO
twntwn	30E	SZZ	ĮΔ	TZS	WIST	10/30/2003	River Gas Chanute, LLC	Helen Ericson	NEOSHO
ESSM¢	30E	SZZ	ΙΙ	TZS	WIST	10/30/5003	River Gas Chanute, LLC	Helen Ericson	NEOSHO
								fnemengA	
7/N	3/1	SOE	13	SZ-0Z		\t0\\Z\\S\\O\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Petrol Oil and Gas, Inc.	John T. Mitchell, et al. Disposal Well	NEO2HO
								fnəməsıgA	31.002.1
z/s	JVE	SOE	75	SZ-0Z		ZT0Z/S/0T	Petrol Oil and Gas, Inc.	John T. Mitchell, et al. Disposal Well	NEO2HO
									01100311
E\2 NW/4; and E\2 SE/4								Agreement	
M\2 SE\4; E\2 SW\4; NE\4;	3 /1	SOE	74	SZ-0Z		ZT0Z/S/0T	Petrol Oil and Gas, Inc.	John T. Mitchell, et al. Disposal Well	NEO2HO
						=700/2/07	. 31 1.31 1.31	Il tottlessesig le te lledeting Todal	OLISONIA
NE/4 less RR and Hwy Row	3 / T	S0E	77	44420		۷,002/9۲/۲	Petrol Oil and Gas, Inc.	Stafford, LLC Disposal Well Agreement	NEO2HO
containing 240 acres								Amendment of Oil and Gas Lease	21.12.22.1
M/2 NE/4, NW/4 Sec. 35	JZE	SOE	32	T8-9Z		Z/37/2007	Petrol Oil and Gas, Inc.	Robert J. Leck Ratification and	NEO2HO

NE/d				T					
S/2 NE/4, Lots 1 and 2 of the	Z0E	SZZ	Z	6Z 7	M9tt	7/54/5002	Western Land Services	Donal E & Delma D Goff	NEOSHO
ZE/d	18E	308	70	191	MTST	8/23/2003	Savage Resources LLC	Jack Hughes and Mary Jo Hughes	NEOSHO
ROWs									
NE/4 Less the RR and HWY	JZE	308	77	303	T32M	7/12/2000	Southwind Exploration LLC	Randy and Judy Stafford	NEOSHO
NZNW4	36T	S6Z	98	819	698	9007/91/5	Carroll Energy, LLC	Kenneth M. Sexton, et ux	NEO2HO
E52E4	SIE	275	70	233	MEST	12/22/2003	River Gas Chanute, LLC	Robert C. Collins and Elissa Collins	NEOSHO
Stark less 2 one acre tracts									
Po nwot of noitibbs s'ybnug									
acres of the SW4 less						1			
06 acres, being the W. 70						1			
	SIE	SZZ	Ζī	233	TESM	17/22/2003	River Gas Chanute, LLC	Robert C. Collins and Elissa Collins	NEOSHO
side of SW4SE4									
15 acre M&B tract on W.								_	
e pue									
tract lying along West side,									
SW4 less a 1 acre irregular	50E	SZZ	13	233	MEST	12/22/2003	River Gas Chanute, LLC	Robert C. Collins and Elissa Collins	NEOSHO

END OF EXHIBIT A

Wells

EXHIBIT B(Wells)
Neosho County, Kansas

API Number	Lease and Well Name	Location S-T-R	County	State
15-133-26892-00-00	GOFF DON 2-C1	02-27S-20E	Neosho	Kansas
15-133-26730-00-00	CORBETT L 9-A3	09-27S-20E	Neosho	Kansas
15-133-26724-00-00	OLSON C 9-C1	09-27S-20E	Neosho	Kansas
15-133-26731-00-00	OLSON R 9-C2	09-27S-20E	Neosho	Kansas
15-133-25957-00-00	NORTH GILDART 1	11-30S-17E	Neosho	Kansas
15-133-25603-00-00	LECK A 1	11-30S-17E	Neosho	Kansas
15-133-25604-00-00	LECK A 2	11-30S-17E	Neosho	Kansas
15-133-25626-00-00	LECK A 3	11-30S-17E	Neosho	Kansas
15-133-26644-00-00	NORTH GILDART 11-2	11-30S-17E	Neosho	Kansas
15-133-25605-00-00	MITCHELL A NORTH 12-1	12-2/S-20E		Kansas
15-133-25621-00-00		12-30S-17E	Neosho	Kansas
15-133-25606-00-00	MITCHELL A NORTH 12-2	12-30S-17E	Neosho	Kansas
15-133-25608-00-00	MITCHELL A NORTH 12-4	12-30S-17E	Neosho	Kansas
15-133-25615-00-00	MITHCELL A NORTH SWD 1	12-30S-17E	Neosho	Kansas
15-133-25955-00-01	KATZER 1	13-30S-17E		Kansas
15-133-25631-00-00	MARVIN LECK B 1	13-30S-17E	Neosho	Kansas
15-133-25622-00-00	MITCHELL A SOUTH 13-12	13-30S-17E		Kansas
15-133-25612-00-00	MITCHELL A SOUTH 13-8	13-30S-17E	Neosho	Kansas
15-133-26011-00-00	MITCHELL A SOUTH 13-9	13-30S-17E		Kansas
15-133-25614-00-00	MITCHELL B 14-10	14-30S-17E	Neosho	Kansas
15-133-26523-00-00	MITCHELL B 14-11	14-30S-17E	Neosho	Kansas
15-133-26524-00-00	MITCHELL B 14-12	14-30S-17E	Neosho	Kansas
15-133-25611-00-00	MITCHELL B 14-7	14-30S-17E	Neosho	Kansas
15-133-25627-00-00	ROBERT LECK 14-1	14-30S-17E		Kansas
15-133-26709-00-00	ERICSON H 15-A1	15-27S-20E	Neosho	Kansas
15-133-26317-00-01	KING (15) 1	15-30S-18E		Kansas
15-133-26008-00-00	KING 16 1	16-30S-18E		Kansas
15-133-26009-00-00	KING 16 2	16-30S-18E		Kansas
15-133-25994-00-00	RING 4	17-30S-18E		Kansas
15-133-25676 00 00	KING 17 5	17-30S-18E	Neosho	Kansas
15-133-25956-00-00	KING 17-2	17-30S-18E	Neosho	Kansas
15-133-25993-00-00	KING 17-3	17-30S-18E	Neosho	Kansas
15-133-25962-00-00	KING SWD 1	17-30S-18E	Neosho	Kansas
15-133-25632-00-00	GOINS 18-1	18-30S-18E	Neosho	Kansas
15-133-26517-00-00		18-30S-18E		Kansas
15-133-25975-00-00	CARTER 2	79-30S-18E		Kansas
15-133-25871-00-00	CARTER 1	20-30S-18E	Neosho	Kansas
15-133-26054-00-00	CARTER 3	20-30S-18E		Kansas
15-133-26306-00-00	HUGHES 1	20-30S-18E		Kansas
15-133-25974-00-00	HUGHES 2	20-30S-18E	Neosho	Kansas
15-133-25868-00-00	E GOINS B 1	23-30S-17E	Neosho	Kansas
15-133-26402-00-00	GOINS B 23-2	23-30S-17E		Kansas
15-133-26319-00-00	HIGGINS 1	23-30S-17E		Kansas
15-133-25677-00-00	LES AND FRANKIE GOINS 1	23-30S-17F		Kansas
15-133-25967-00-00		24-30S-17E	Neosho	Kansas

END OF EXHIBIT B

15-133-25866-00-00	MCBEE 24-1	24-30S-17E	Neosho	Kansas
15-133-25959-00-00	RANDY STAFFORD 24 1	24-30S-17E	Neosho	Kansas
15-133-25678-00-00	STAFFORD LLC 24-1	24-30S-17E	Neosho	Kansas
15-133-26302-00-00	STAFFORD LLC 24-1A	24-30S-17E	Neosho	Kansas
15-133-26013-00-00	STAFFORD LLC 24-2A	24-30S-17E	Neosho	Kansas
15-133-23395-00-01	STAFFORD LLC OW 1 OW	24-30S-17E	Neosho	Kansas
15-133-25876-00-00	STAFFORD LLC SWD 1	24-30S-17E	Neosho	Kansas
15-133-26521-00-00	E GOINS B 25-3	25-30S-17E	Neosho	Kansas
15-133-25995-00-00	HERMAN 25-1	25-30S-17E	Neosho	Kansas
15-133-25899-00-00	WHEELER 1	25-30S-17E	Neosho	Kansas
15-133-25869-00-00	J STAFFORD 1	26-30S-17E	Neosho	Kansas
15-133-26006-00-00	L D GOINS 2	26-30S-17E	Neosho	Kansas
15-133-26592-00-00	L GOINS 26-5	26-30S-17E	Neosho	Kansas
15-133-23739-00-00	R J LECK 35-1	35-30S-17E	Neosho	Kansas
15-133-25972-00-00	R LECK 35 1	35-30S-17E	Neosho	Kansas
15-133-26318-00-00	R LECK 35 2	35-30S-17E	Neosho	Kansas
15-133-25960-00-00	ROBERT STAFFORD 35 1	35-30S-17E	Neosho	Kansas
15-133-26951-00-00	SEXTON 36-A1	36-29S-19E	Neosho	Kansas

Exhibit C

Surface Rights

EXHIBIT C

(Surface Rights) Neosho County, Kansas

Иеогро	Robert J. Leck et al. ROW & Easement	Southwind	0002/11/4	132	737	14-302-17E
0430014	7 223 6 77 30 12 42 42 42 4					M/2 NE/4 and NW/4 35-305-17E and W/2 NW/4
Neosho	Marvin G. Leck et al. ROW & Easement	Southwind	0007/27/9	732	SOZ	to pl. beg
						zection; th. 500'N, th. 1120' E, th. 500'S, th 1120'W
						shall be drilled in tr. Beg 800'N of SW corner of
						SE/3 11-305-17E and 5W/4 13-305-17E, exc no well
Neosho	Fred R. Leck et al. ROW & Easement	Southwind	7/12/2000	787	742	M/2 SW/4 14-308-17E
Neosho	Dorothy M. King et al. ROW & Easement	Southwind	9/58/5000	132	907	2M\4 12-302-18E
						All Sec. 17-305-18E; S/2 16-305-18E; and NW/4
Neosho	Edith Ann Kesterson et vir ROW	Southwind	1007/17/6	742	213	N/2 NW/4 23-30S-17E exc Tract
oysoəN	George W. Katzer ROW & Easement	Southwind	1002/2/01	142	492	SE/4 13-30S-17E exc Tract
Neosho	Jack Hughes, as Trustee, et al Easement (see Stafford LLC)	Savage Resources, LLC	6\19\2003	132	338	2E\4
оцѕоәм	and Easement	Petrol Oil and Gas, Inc	1/6/2005	346	139-143	2/2 NW/4 23-30S-17F
	Mike and Yvonne Higgins Surface Use and Damage Agreement					
Neosho	Catherine Jane Herman et vir ROW & Easement	Southwind	11/20/2001	143	308	FOW and exc. 11-A tract
						VWH of 15-30S-17E exc RR ROW and subject to Hwy
Neosho	Les D. Goins, et ux ROW & Easement	bniwdtuo2	0007/1/77	133	τ9	1λΕ
						-205 ni lls ,42 4/W2 AZZ N bns ,52 4/W2 ,62 4/WN
Neosho	Elbert D. Goins et ux. Amendment to ROW	bniwdtuo2	11/27/2001	143	872	A32TA to WOA to teew gniyl 381-208-81 4\WV IIA
Neosho	Elbert D. Goins et ux. ROW & Easement	Southwind	8/10/2000	135	324	ABL AB-305-18E lying west of ROW of ATSER
Neosho	Elbert D. Goins et ux. ROW & Easement	Southwind	11/28/2000	133	797	302-I7E
						E\2 23-30-17E; NE\4 26-308-17E; W\2 NW\4 25-
ОЧВОЭМ	Dale Gildart et ux. ROW & Easement	Southwind	9/18/2000	735	997	11-302-11 t/MN
Neosho	Dale Gildart et ux. ROW & Easement	Southwind	0002/81/6	735	T9t	2M/4 11-302-11E
Neosho	Marvin Fogleman et ux. ROW & Easement	Savage Pipeline, LLC	8/17/2003	īsī	777	M\2 SW\4 26-30S-17E
Neosho	Gregory E. Carter Access Easement	Savage Resources, LLC	10/23/2003	īsī	346	2E/4 50-302-18E
Neosho	Gregory E. Carter ROW & Easement	Southwind Exploration, LLC	τοοτ/9/Δ	Ītī	969	NE\4
County	Lessor/Grantor	Lessee/Grantee	Date	Book	Page	Legal Description

SE/4 of SW/4 11-30S-17E (2"water 61 rods) gas line across S. border of SW/4 11-30S 17E (4"gas 160 rods and 2"Water 70 rods)	72-24		7/30/2007	Petrol Oil and Gas, Inc	Dale Gildart, et al. Right of Way Easement	Neosho
both 160 rods) 2"water line along 5. Border of			1 1			
West line of SW/4 11 30S-17E (3"gas and 2"water			1			
Mitchell B line (3"gas and 2"water both 181 rods)			1 1			
Middle of SW/4 11-30S-17E from N line of SW/4 to						
Elder and Ron Stafford (2"water 99 rods)	T3-T2		7/16/2007	Petrol Oil and Gas, Inc	Stafford LLC Right of Way Easement	Neosho
17E west of Hwy (Randy Stafford) from Wheerler,		:				
(3"gas and 2"water both 80 rods) NE/4 24/305			1			
30S-17E west of hwy (Randy Safford) from Katzer						
B, Leck B & LD Goins (2"water 162 rods) NE/4 24-						
NW/4 24-305-17E from Goins						
SE/4 24-305-17E lines from Wheerler (4"gas and						
Sec 35; all in 30S-17E	787	732	0007/11/2	Savage Resources, LLC	Robert J. Leck, ROW & Easement	Иеогро
W/2 NW/4 Sec. 14; W/2 NE/4 Sec. 35; and NW/4						
W/2 NW/4 sec. 14; W/2 NE/4	675	744	11/28/2001	Southwind Exploration OGL	(.ls	Neosho
					Union Central Life Ins. Co Easement (see also Fred R. Leck et	
E\2 NE\4 25-308-17E	321	143	11/28/2001	Savage Resources, LLC	Jeffrey G. Wheerler et ux ROW & Easement	Neosho
E\2 NE\4 32-308-17E	747	132	1/55/5001	Savage Resources	Robert C. Stafford et ux. ROW & Easement	Neosho
NE/4 24-30S-17E less RR and Hwy ROW	308	135	7/31/2000	Southwind	Randy D. Stafford et al. ROW & Easement	oqsoəN
2E\4	908	737	7/31/2000	Southwind	Jerry W. Stafford Revocable Living Trust ROW & Easement	Neosho
S\2 SW\4 18-30S-18E and N\2 NW\4 19-30S-18E	790	135	000Z/T/8	Southwind	Janet R. Stafford et al. ROW & Easement	oysoəN
and Hwy ROW	338	787	8/16/2000	Southwind	Stafford LLC ROW & Easement	Neosho
NW/4 24-305-17E, and SE/4 24-305-17E less RR						, ,,
RR and Hwy ROW	338	132	8\16\2000	Southwind	Stafford LLC ROW & Easement	оцѕоәм
2E/4 20-302-18E; NW/4 and SE/4 24-30S-17E less						
17E	01⁄2	132	4/12/2000	Southwind	Inhormas Mitchell et al ROW & Easement	Neosho
SE/4 Sec. 14; S/2 Sec. 12 and N/2 Sec. 13 all in 30S-						
M/2 SE/4; E/2 SW/4; NE/4; E/2 NW/4; and E/2			2227/12/2			
1776	01⁄2	132	3\54\2000	Southwind	John T. Mitchell et al. Easement	Neosho
14 30S-17E; and S/2 Sec 12 & N/2 Sec 13, all in 30S-				I		
2\E\4' E\5' 2\M\4' \nE\4 & E\5 \nM\4 & E\5 2E\4 align	+OT	OCT	T007/07/+	277 (222 10222), 28		
TESUE DE DE MINE DIMS EIN DA GES DAG DIMS EIST	₽9T	136	t00Z/0Z/ b	Savage Resources, LLC	Major W. McBee et ux ROW & Easement	Neosho

11-302-17E SE/4	330	748	2/28/2005	Southwind Exploration, LLC	Melvin G. Leck et al Ratification of ROW Easement	Neosho
The E/2 of Sec.23; and the NE/4 of Sec. 26; and the W/2 of the NW/4 of Sec 25, all located in 30S-17E	987	143	1002/82/11	Savage Resources, LLC	Elbert D. Goins et al Amendment to ROW & Easement	Neosho
70-302-18E NE\t	331	748	5/28/2005	Southwind Exploration, LLC	Gregory E. Carter ROW	оцѕоәм
JYE	019	191	E\25\2001	Savage Pipeline, LLC	John T. Mitchell et al. Asn of P/L Easement	Neosho
2/2 Sec. 10; E/2 SE/4 & 5/2 NE/4 Sec. 9; all in 305-						
rods)	87-82		7/31/2007	Petrol Oil and Gas, Inc	Robert J Leck Right of Way Easement	Neosho
Mitchell B lease line 14-305-17E (4" water 101						
160 rods) Water line south hence southeast to						
Along W line of W/2 SW/4 14-305-17E (2" water				4 11		
line of Leck A leas S/2 12-30S-17E (4"gas 276 rods)	69-59		7/31/2007	Petrol Oil and Gas, Inc	John T. Mitchell et al. Easement	Neosho
Mitchell A(N) gas line carrying Goins A lease to E						
water line S/2 12-305-17E (2"water 39 rods)						
and 2"water 148 rods) Mitchell A9U)-from Leck A						
Mitchell A(S)-from Goings A N/2 13-305-17E (3"gas						
Leck A to SWD 14-305-17E (4"water 113 rods)						
Z"water both 349 rods) Mitchell B -water line R.						
bne seg"4) 371-305-17E (4"gas and						
177E(3" gas 20 rods)	ZS-SS		7/16/2007	Petrol Oil and Gas, Inc	Jerry W. Safford Revocable Living Trust Right of Way Easement	Neosho
line from Herman lease near SE corner of 26-305-			1 1			
4"water 120 rods and 2"water 40 rods) Water			1 1			
E boundary 5E/4 26-305-17E Common line 2" & 3"						
rods)	84-94		Z00Z/9/8	Petrol Oil and Gas, Inc	Fred R. Leck, et al Right of Way Easement	оцѕоәи
the Kesterson lease (4"gas and 2" water both 66			1			
14-305-17E diagonally from W line to 5 line serving			1			
S\2 ni sənil 19teW bns saƏ (sbo1 42L htod 19taw"S			1 1			
bne 268"4) 3\1-2U2-14 4\W2 \2\W to anii W gnoiA						
(sbor 0£1 seg "4) JLL (4" gas 130 rods)	6£-7£		7/31/2007	Petrol Oil and Gas, Inc	Elbert D. Goins, et al. Right of Way Easement	Neosho
Corner NE/423-30S-17E S. to intersection of						
(3"gas & 2"water both 3 rods) Gas line from M						
both 3 rods) SE/2 SE/4 23-30S-17E from McBee				l		
30S-17E from Stafford DW1 (3"gas and 2"water						
30S-17E (2"water 320 rods) NE Corner of NE/4 23-						
and 3"water both 146 rods) along E Line of E/2 23-						
NE/4 26-305-17E along N line from LD Goins (4"gas						
NE/4 26-305-17E along E line (2"water 160 rods)						
NE/4 26-305-17E along E line (2"water 160 rods)						

Property Line.	76-16	748	2/8/2002	Petrol Oil and Gas, Inc	Marvin G. Leck gathering line compression station lease	Neosho
and 150 feet wide as located adjacent to the South			-333,3,3		and and the maintenance of the article of the Albanda	odacold
East, a tract of land approximately 150 feet long						
2E/4 of Section 11, Township 30 South, Range 17						
14 rods to the point of beginning	203	140	10/28/2004	Georgia Pipeline, LLC	Goldie Cox Easement and ROW	Neosho
links to a sandstone 18x12x6 inches; thence east						, .,
stone 18x10x4 inches; thence South 22 rods and 21				ľ		
ZZ rods and Z1 links; thence west 14 rods to a						
the section; thence running North along said line						
Beginning at a point 48 rods North of the SE/c of						
AND EXCEPT the following described tract:						
18-302-18E E\2 SE\4 and the SW/4 SE\4, LESS						
+ (400)	60.00	000	1007/57/07	au (and nun up to to to		
7/MN	68-98	968	Z00Z/6T/0T	Petrol Oil and Gas, Inc	Robert J. Leck ROW Easement	Neosho
Parallel to the above lines and in the W/Z of the						
of the NE/4; AND the S/2 of the NW/4; AND						
32-302-17E 5/2 W/2 of NE/4; AND 5/2 of the W/2	7/5	TÞI	1/2/5007	Southwind Exploration, LLC	AA ON O3 HODDONIAN IN 32 HOUSENIA I A HUGE	01100011
SW/4 and the E/2 of the SE/4; Sec 12-30S-17E S/2;	623		1000/3/2	211 agitaralavi baiwdtuo2	Witchell et al Ratification to ROW	Neosho
Sec. 14-305-17E W/2 of the SE/4 and the E/2 of the						
24-30S-17E NE/4, lying East of HWY 169	06	745	5/17/2005	Southwind Exploration, LLC	Easement	Neosho
				. , . , . ,	Randy D. Stafford et al Ratification & Amendment of Row	odzoold
Wheeler, Elder and Ron Stafford	31-ET	968	Z00Z/6T/0T	Petrol Oil and Gas, Inc	Stafford, LLC ROW Easement	oysoəN
30S-17E West of HWY (Randy Stafford) from					1111000111 11110	1
(Randy Stafford) from Katzer; AND NE/4 of Sec 24-				1		
Goins; AND NE/4 of Sec 24-305-17E West of HWY				1		
NW/4 of Sec 24 305-17E from Goins B, Leck B & LD						
SE/4, Sec 24-305-17E line from Wheeler; AND			1			
F/AAA1 312 10 7/44	60-00	000	/007/CT/OT	2111 (cno pup lio io io io		
W/V of the NW/4	68-98	968	4007/6T/0T	Petrol Oil and Gas, Inc	fnemdnemA	Neosho
W/Z of the NE/4, and the S/Z of the NW/4; and		1		1	Loretta S. Leck, (Robert J. Leck's wife) Ratification and	
and in the S/2 of the SE/4 35-305-17E The S/2 W/2 of NE/4; and S/2 of the	рþ	918	Z00Z/ZT/0T	וו בנוסו סוו פווח ספצ' וווכ	AUGUSTA NO.	01100011
Z7-30S-17E Along the W boundary of the SE/4;	V V	716	2000/01/01	Petrol Oil and Gas, Inc	Robert J. Leck Row Easement	Neosho
127-208-17F Along the M houndary of the SEM.						

END OF EXHIBIT C