## KOLAR Document ID: 1571304

OIL & GAS CONSE REQUEST FOR CHA TRANSFER OF INJECTION	ATION COMMISSION ERVATION DIVISION April 2019 Form must be Typed Form must be Signed All blanks must be Filled Form sust be Filled Form must be Filled Form must be Filled Form must be Filled Form must be Filled
Check applicable boxes: MUST be submit	ted 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:	
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.	
Surface Pit Permit No.:	feet from N / S Line of Section feet from E / W Line of Section
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:
New Operator's Email:	Date:
Title:	Signature:
	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation 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
DISTRICT EPR I	PRODUCTION UIC

Side Two

### Must Be Filed For All Wells

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

A separate sheet may be attached if necessary.

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

## KOLAR Document ID: 1571304

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

## CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

Form KSONA-
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

### Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: \_\_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_\_

# ASSIGNMENT AND BILL OF SALE

## STATE OF KANSAS

COUNTY OF LABETTE

So So So

This ASSIGNMENT AND BILL OF SALE (this "<u>Assignment</u>") is effective as of May 1, 2021, at 12:01 a.m. local time at the location of the Assets (the "<u>Effective Time</u>"), 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 ("<u>Assignor</u>"), to REDBUD ENERGY PARTNERS, LLC, a Delaware limited liability company ("<u>Assignee</u>") whose address is 16000 Stuebner Airline Road, Suite 320, Spring, Texas 77379. Assignor and Assignee are sometimes referred to herein individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>".

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*"); (a) 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; Θ 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, rolling stock,

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 Ð 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 ("<u>Excluded Assets</u>"): (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, CI 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 <u>Section 1</u> are "conspicuous" disclaimers for the purposes of any applicable Law. EXPRESSLY WAIVES, ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON MADE, AND 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** HEREBY

discharge 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*") (the 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 Assumed (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 retain, and

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. <u>Revenues, Expenses and Taxes; Settlement.</u> 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 5. <u>Assignor Indemnity</u>. 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 this

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 "<u>Indemnified Assignor Parties</u>") for, from, and against any and all Liabilities incurred, breach by 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 Assignce of its representations, warranties, covenants or agreements contained in this

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. <u>EXPRESS NEGLIGENCE</u>. 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 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  $\infty$ Successors and Assigns. This Assignment shall extend to, be binding upon, and inure to

constitute a part of this Assignment. The Parties agree that this conveyance includes all lands covered by و Exhibits. The Exhibits to this Assignment are hereby incorporated by reference and

10. <u>Severability</u>. If any provision of this Assignment is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed modified to the extent necessary to make it valid and enforceable and if it cannot be so modified, it shall be deemed deleted and the remainder each instrument, regardless of whether such lands are particularly or accurately described in any Exhibit.

and cause executed, acknowledged, and delivered, to Assignee, and Assignee shall execute, acknowledge, and deliver, to be executed, acknowledged, and delivered Further Assurances. Assignor shall execute, acknowledge, and deliver, or cause to be 5 Assignor, such further documents and

of this Assignment shall continue and remain in full force and effect.

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 Entire Agreement. This Assignment (including the Exhibits attached hereto) contains the by any

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 HAVE TO A 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 ASSIGNMENT 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, WILL OF BE

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

the 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 informal

real estate, Θ use, personal property and similar Taxes (including any interest, Asset 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) "<u>Environmental Law</u>" means any applicable Laws relating to protection of human health, workplace safety, occupational health, or pollution or the protection of the environment, including those Laws relating to the presence, storage, handling, and use of Hazardous Materials 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.

any nature. 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) "<u>Governmental Body</u>" 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

products. 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 E "Hazardous Materials" means any (i) chemical, constituent, material, pollutant,

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

multinational law, order, constitution, ordinance, or rule, including rules regulation, statute, treaty, or other legally enforceable directive or requirement. E "Law" means any federal, state, local, municipal, foreign, or rule, including rules of common law. international, Q

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, Ξ "Liabilities" means any and all claims, charges, judgments, assessments, obligations, losses, suits, proceedings, diminution demands, causes of in value,

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, capping, (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 property

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 E "Permitted Encumbrances" means any of the following to the extent and only to

the Assets to the Ξ 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 or permit; 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, (iv) 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; 3 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 (vii) 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; (viii) 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 X 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) "<u>Taxes</u>" 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 Ð "Transfer Taxes" means all transfer, documentary, sales, use, stamp, registration

18. Interpretation. References in this Assignment to articles, sections, and exhibits, are to articles, sections, and exhibits of this Assignment unless otherwise specified. The words (a) "this Assignment", "hereby", "hereof", "herein", "hereunder", and similar words refer to all of this Assignment, including the exhibits, and not to any particular article, section, or other subdivision of this Assignment, and (b) "include", "includes", and "including" are deemed to be followed by "without limitation" whether 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]

9°.

THE STATE OF OKLAHOMA       §         COUNTY OF Lishington       §         This instrument was acknowledged before me this       day or         E. Kitchel, known to me to be the Manager/CEO of ENTRANSCO E company, who affirmed that the foregoing instrument was signed on be execution of this instrument was the free act and deed of such company.         Notary Public in and for	THE STATE OF OKLAHOMA	ACKN		, but effective as c	IN WITNESS WHEREOF, the Parties have
THE STATE OF OKLAHOMA       §         COUNTY OF Lashington       §         This instrument was acknowledged before me time       day of lay         E. Kitchel, known to me to be the Manager/CEO of ENTRANSCO ENERGY, LLC, a limited liability company, who affirmed that the foregoing instrument was signed on behalf of such company and that the secution of this instrument was the free act and deed of such company.         Notary Public in and for the state of       OK/Chorg	THE STATE OF OKLAHOMA       §         COUNTY OF Verhag bar       §         This instrument was acknowledged before me this       This instrument was acknowledged before me this         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 secution of this instrument was the free act and deed of such company.         Notary Public in and for the State of Oth/Dark	ENTRANSCO ENERGY, LLC By: Lun Elli Lichel Name: James E. Kitchel Title: Manager/CEO	By: James E. Kitchel Title: Manager/CEO	f the Effective Time.	executed this Assignment on the dates set forth in their

**ASSIGNEE:** 

**REDBUD ENERGY PARTNERS, LLC** 

By: an Kaetzer 0

Title: Chief Executive Officer Name: Thomas R.

## ACKNOWLEDGMENT

# THE STATE OF TEXAS

 $\infty \infty \infty$ 

COUNTY OF LHOUTS

This instrument was acknowledged before me this the day of the day of the such a 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. May



Notary Public in and for the State of n A Tras

[Signature and Acknowledgment Page to Assignment and Bill of Sale]

## Schedule 1

# Additional Purchase Price - \$0

## Schedule 2

## Assumed Liabilities

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

Exhibit A Leases

## **A TIBIHX3**

## (səseəŋ)

## Labette County, Kansas

DESCRIPTION	BBE	ЧМТ	SEC	PAGE	BOOK	DATED	LESSEE/GRANTEE	яотиаяа /яоггај	<b>ΥΤΝΠΟΟ</b>
NE	<b>18E</b>	SEE	4	33	90 ZE	8/4/2002	Western Land Services Inc.	Jerry, Cathy, Roger, Staci Carnahan	LABETTE
АЦЦ НВР	36T	\$Z£	32	60T	37 OC	2002/1/9	Albert G. Metcalfe	Kenneth W. & Shirley A. Froebe	LABETTE
48H WN 2\N	36T	SEE	۲	60T	37 OC	2002/1/9	Albert G. Metcalfe	Kenneth W. & Shirley A. Froebe	<b>JTTJ8AJ</b>
S/2 NE	18E	332	13	114	320G	9007/7/6	Albert G. Metcalfe	Melvin J. Gossard	LABETTE
SE	18E	SEE	52	104	37 OC	2002/22/9	Albert G. Metcalfe	Terry J. & Leslie K Gossard	<b>JTT38AJ</b>
AL	18E	332	14	86	37 OC	2002/1/2	Horseshoe Operating Inc	Hazel A. Tucker Trust	<b>ГАВЕТТЕ</b>
MSZ/M	381	332	57	SOT	37 OC	2002/52/9	Albert G Metcalfe	Albert J. & Dora L. Thompson	LABETTE
3S	<b>18E</b>	332	53	SOT	32 00	2002/52/9	Albert G Metcalfe	Albert J. & Dora L. Thompson	<b>JTTJ8AJ</b>
N/2 NE	38T	332	98	SOT	320G	2002/52/9	Albert G Metcalfe	Albert J. & Dora L. Thompson	LABETTE
SW, ExcePart that part of	<b>18E</b>	332	ST	<u></u> ≤6	32 00	Z00Z/T/L	Horseshoe Operation Inc	Keith R. Tucker	<b>LABETTE</b>
W اying North & East of Pumpkin Creek									
NW; NW NE	W81	332	13	<u>\$6</u>	3206	Z00Z/T/L	Horseshoe Operation Inc	Keith R. Tucker	LABETTE
S/2 SE	38T	SEE	72	<u>56</u>	32 06	2002/1/2	Horseshoe Operation Inc	Keith R. Tucker	LABETTE
MN Z/S	36T	325	37	56	320G	2002/1/2	Horseshoe Operation Inc	Keith R. Tucker	<b>JTT38AJ</b>
MS Z/N <sup>(</sup> BS	18E	SEE	54	140	3206	2002/52/9	Albert G Metcalfe	William L & Shirley A Beneke Trust and mse عافره کا Beneke عدm	ЭТТЭВАЈ
SE	18E	SEE	97	611	32 00	2002/52/9	Albert G Metcalfe	Kenton Thompson	LABETTE
N/X less 3 acres in the WW WW	36T	SEE	50	τοτ	3206	2002/52/2	Albert G Metcalfe	Marvelle L. Ware Trust	LABETTE
SE	18E	SEE	14	τοτ	37 OC	2002/52/2	Albert G Metcalfe	Marvelle L. Ware Trust	<b>TTT38AJ</b>
M\Z NE	18E	SEE	57	TOT	37 OC	2/22/2005	Albert G Metcalfe	Marvelle L. Ware Trust	LABETTE
MS	38E	SEE	Γ T	172	37 OC	2002/1/9	Western Land Services Inc.	Lowell W & Patricia A Scott	<b>JTT38A</b> J

ii .									
								Trust	
E/2 W/2; Part NWWW	38E	332	72	173	320G	Z00Z/LZ/L	Albert G Metcalfe	Raymond & Daisy Johnson Revocable	LABETTE
								Trust	
M\Z NE <sup>;</sup> E\Z NM	38E	332	22	173	320G	Z00Z/LZ/L	Albert G Metcalfe	Raymond & Daisy Johnson Revocable	LABETTE
								uosuyor	
E\S NM; W 190' of NW	18E	SEE	9T	09T	9890	4/26/2002	Western Land Services Inc.	Charles D. and/or Carol J. Johnson	<b>JTT38A</b> J
Part E/2 NE	381	SEE	τ	29T	98 90	4/22/2005	Western Land Services Inc.	David W. and Michelle R. Hinkle	LABETTE
Part NW	36T	SEE	18	SST	9890	4/18/2002	Western Land Services Inc.	Barry D. & Andrea V. Bradford	<b>LABETTE</b>
SE									
E/2 SE; E 60 acres of W/2	38T	<b>SEE</b>	<b>T</b> 3	SST	9E 9O	\$128\2002	Western Land Services Inc.	Barry D. & Andrea V. Bradford	LABETTE
Part SW NE	<b>38</b> E	SEE	T	6ST	9E 90	\$13\2005	Western Land Services Inc.	Ben and Merry C. Hinkle	LABETTE
MNZ/M	18E	332	52	147	37 OC	Z00Z/ST/8	Albert G Metcalfe	The Johnson Family Trust	LABETTE
MN	<b>38</b> E	325	32	147	37 OC	2002/51/8	Albert G Metcalfe	The Johnson Family Trust	LABETTE
Part of the SW	<b>38</b> E	SEE	7	142	32 06	8/72/2005	Albert G Metcalfe	The Johnson Family Trust	LABETTE
Part SE	<b>18E</b>	SZE	34	747	37 OC	Z00Z/ST/8	Albert G Metcalfe	The Johnson Family Trust	LABETTE
E/2 SW; Part SE SE	<b>18E</b>	332	13	747	32 06	2002/ST/8	Albert G Metcalfe	The Johnson Family Trust	LABETTE
M\S 2E	18E	332	τ	147	37 OC	Z00Z/ST/8	Albert G Metcalfe	The Johnson Family Trust	LABETTE
ExcePart									
E/S SW; N/2 SE With	<b>18</b> E	SEE	53	147	35 OC	Z00Z/ST/8	Albert G Metcalfe	The Johnson Family Trust	<b>JTT38A</b> J
SE	18E	SEE	4	147	32 OC	2002/ST/8	Albert G Metcalfe	The Johnson Family Trust	LABETTE
SE less .742 acres	<b>18E</b>	SEE	10	147	35 OC	8/12/2005	Albert G Metcalfe	The Johnson Family Trust	LABETTE
SE	18E	SEE	52	120	320G	Ζ/1/Σ005	Albert G Metcalfe	Regena L. Nelson Revocable Trust	LABETTE
NW, less a .5 acre tract	18E	SEE	53	977	37 OC	2002/82/9	Albert G Metcalfe	Andy J Nelson Revocable Trust	LABETTE
bOB									
119'; TH North 155' to									
tseW HT ;'22'; TH West									
23; TH East 119'; TH									
the NW corner section									
Beginning 1255' East of	38E	332	53	110	37 OC	2002/82/9	Albert G Metcalfe	Gail A. & Bonnie S. Nelson	<b>LABETTE</b>
exception									
NW NE; NW WITh	38T	SEE	τ	<b>Z</b> TT	350G	2002/9/2	Albert G Metcalfe	Alexander M & Brenda L Ybarra	<b>LABETTE</b>

3N I	<b>18</b> E	555	6	512	30OG		Western Land Services Inc.		2112010
MS Z/3	18L 18E	SZE	25	STZ	9092 90 92			William W. & Carol Ann Johnson	LABETTE
the NE corner.	101	500		310	30.95		Western Land Services Inc.	William W. & Carol Johnson	LABETTE
NW ExcePart 10 rods off	38T	SEE	3	26T	39 00	500Z/0T/9	Western Land Services Inc.	Wayne E. Thompson	LABETTE
	38T	SEE	33	516	39 00	S007/ST/9	Western Land Services Inc.	Larry Lee & Norma Traxson	LABETTE
SW less a tract	<b>38</b> L	SEE	33	513	30 JC	S002/ST/9	Western Land Services Inc.	Larry Lee & Norma Joan Traxson	LABETTE
NW less tract	38E	332	33	513	39 00	S007/ST/9	Western Land Services Inc.	Larry Lee & Norma Joan Traxson	<b>EABETTE</b>
MNZ/M	38T	345	6	513	30 OC	S002/ST/9	Western Land Services Inc.	Larry Lee & Norma Traxson	LABETTE
Part SE	<b>18E</b>	332	33	513	30 9E	S002/ST/9	Western Land Services Inc.	Larry Lee & Norma Joan Traxson	
ε\2 ε\2	18E	SEE	35	607	36 0G	S002/71/9	Western Land Services Inc.	Norman Dale & Traxson	LABETTE
S/2 NE; SE	<b>38</b> L	SEE	30	518	30 9E	S002/ST/9	Western Land Services Inc.	James R. & Ronda Rohling	LABETTE
Pumpkin Creek									
Part S/2 NW lying W of	<b>38</b> t	SEE	67	812	30 9E	\$00Z/ST/9	Western Land Services Inc.	anildoя L. Ronda L. Rohling الم	ЭТТЭВАЛ
								Trust dated March 30, 2005	
WN the9	<b>18E</b>	SEE	6	£9T	30 9E	S00Z/L/9	Western Land Services Inc.	Eugene L. & Darlene L. Ferguson Living	LABETTE
AN	JZE	SEE	14	96T	30 OC	S00Z/L/9	Western Land Services Inc.	Kenton J. & Dawn D. Thompson	LABETTE
Creek									
niyqmu9 to W aniyl									
N/2 excePart that Part	<b>18</b> E	SEE	67	06T	30 9E		Western Land Services Inc.	Norton Family Trust	<b>TT38AJ</b>
Part SE	18E	SEE	S	56T	30 9E	S007/2/9	Western Land Services Inc.	Kenton J. & Dawn D. Thompson	LABETTE
								Trust, dated 3/30/2005	
WS they	<b>18E</b>	SEE	33	764	30 9E	· ·	Western Land Services Inc.	Eugene L. & Darlene L. Ferguson Living	<b>LABETTE</b>
MN	36T	SEE	S	502	30 OC	S002/2/9	Western Land Services Inc.	Betty Houston	LABETTE
Part NW	36T	SEE	6	502	30 OC	S00Z/L/9	Western Land Services Inc.	Betty Houston	LABETTE
Part NE	36T	SEE	6	202	30 9E		Western Land Services Inc.	Roger Kent & Mary Jane Houston	LABETTE
NW less 3.88 trc	38T	SEE	S	SZT	30 9E	S/12/2005	Western Land Services Inc.	Ronnie L Vaverka Trust	LABETTE
A/2 SE	18E	SEE	77	9 <b>2</b> T	30 9E	S002/S2/S	Western Land Services Inc.	Cinda Lynn Thompson	LABETTE
Part N/2; Part SE	<b>18E</b>	SEE	77	T9T	30 OC	S002/S2/S	Western Land Services Inc.	J.C. & Elsie Braman	LABETTE
of creek									
Part E/2 SW Lying S & E	<b>38</b> E	<b>SEE</b>	22	τ9τ	30 OC	S00Z/SZ/S	Western Land Services Inc.	ا.C. & Elsie Braman	<b>JTTJ8AJ</b>
MSZ/M	38T	55E	52	79T	30 OG		Western Land Services Inc.	Raymond L & Beth Braman	LABETTE
AE SE	36T	SZE	τε	60T	37 OC	2002/1/9	Albert G Metcalfe	Kenneth W. & Shirley A. Froebe	LABETTE
M\S 2E	38T	SEE	ST	173	907E	z00z/ <i>L</i> z/ <i>L</i>	Albert G Metcalfe	Raymond & Daisy Johnson Revocable Trust	LABETTE

t/3S t/MS	18E	332	ττ	τ6	22	L1/27/7017	Entransco Energy, LLC	յеքեւչ & Kimberly Moon	<b>LABETTE</b>
	38E	SEE	14	22	3300	£002/ST/E	Albert G. Metcalf	Darrell Leon Nelson	LABETTE
								5-99, Eileen B Johnson Trutee	
NE	38T	SEE	53	50T	320E	2002/52/9	Horseshoe Operating Inc	Eileen B Johnson Revocable Trust dtd 1-	<b>JTTJ8A</b> J
								5-99, Eileen B Johnson Trutee	
MN 7/N	<b>18</b> E	332	54	£0T	320G	2002/52/9	Horseshoe Operating Inc	Eileen B Johnson Revocable Trust dtd 1	LABETTE
AE	<b>38</b> t	SEE	56	111	320G	2002/52/9	Albert G. Metcalf	Orlyn E. Bennett	LABETTE
MS=N 'MN	<b>18</b> E	SEE	74	76	3206	Z00Z/T/L	Albert G. Metcalf	Fankie R. Hite, a widow and Gayle L. Hite	3TT38AJ
MS Z/S	<b>18E</b>	SEE	54	113	320G	2002/5/9	Albert G. Metcalf	Walter L. & Jarilyn J. Hess	LABETTE
WW Exe גע אַרע אַראַ אטאאאאש	38T	SEE	97	96	320G	2002/52/9	Albert G. Metcalf	Eugene L. & Darlene L. Ferguson	LABETTE
NC S S S S S S S S S S S S S S S S S S S	38T	SEE	ST	96	3506	2002/52/9	Albert G. Metcalf	Eugene L. & Darlene L. Ferguson	ЭТТЭ8АJ
M/3; S/2 NE	18E	SEE	98	JO	907£	S002/82/9	Western Land Services Inc.	O'Brien Rock Co	LABETTE
NM; Part SE SW; W/2 NW; W/2 E/2	<b>18</b> E	SEE	τε	Οτ	9028	<u>\$002/82/9</u>	Western Land Services Inc.	O'Brien Rock Co	ЭТТЭ8АЈ
NE; E/2 NW less; SW less	<b>18E</b>	SEE	58	OT	90 ZE	S002/82/9	Western Land Services Inc.	O'Brien Rock Co	31138AJ
E\S NE	18E	SEE	52	0T	37 06	<u>\$002/82/9</u>	Western Land Services Inc.	O'Brien Rock Co	LABETTE
MS	38T	SEE	82	£6T	30 9E	\$00Z/ST/9	Western Land Services Inc.	James R., Ronda L., Rohling	LABETTE
SE; S/2 NE less Part	381	SEE	58	۲	90 ZE	€\22\2002	Western Land Services Inc.	lames F. & Marie Banowetz	1TT38AJ
MS	<b>38</b> T	SEE	52	500	30 9E	8\54\5003	Western Land Services Inc.	H.W. (Bud) Rogers Trust dated August 24th, 2003	ЭТТЭ8АЈ
MN Z/N	18E	SZE	97	512	30 9E		Western Land Services Inc.	William W. & Carol Ann Johnson	LABETTE

### A TIBIHX3 30 GN3

Exhibit B

Wells

10

## **EXHIBIT B** (Wells) Labette County, Kansas

API Number	Lease and Well Name	Location S-T-R	County	State
15-099-24550-00-00	HINKLE 7-1	01-33S-18E	Labette	Kansas
15-099-24551-00-00	HINKLE 1-1	01-33S-18E	Labette	Kansas
15-099-24460-00-00	YBARRA 2-1	01-33S-18E	Labette	Kansas
15-099-24505-00-00	CARNAHAN 7-4	04-33S-18E	Labette	Kansas
15-099-24421-00-00	THOMPSON 14-4	04-33S-18E	Labette	Kansas
15-099-24431-00-00	HINE/HOUSTON 1	05-33S-19E	Labette	Kansas
15-099-24422-00-00	FERGUSON 6-9	09-33S-18E	Labette	Kansas
15-099-24499-00-00	JOHNSON TRUST 16-10	10-33S-18E	Labette	Kansas
15-099-24554-00-00	MOON 15-11	11-33S-18E	Labette	Kansas
15-099-24081-00-01	BRADFORD 10-13	13-33S-18E	Labette	Kansas
15-099-23874-00-00	IOHNSON 12-13	13-33S-18E	Labette	Kansas
15-099-24461-00-00	JOHNSON TRUST 14-13	13-33S-18E	Labette	Kansas
15-099-23986-00-00		13-33S-18E	Labette	Kansas
15-099-23985-00-00	TUCKER 6-13	13-33S-18E	Labette	Kansas
15-099-23228-00-00	HITE 1-14	14-33S-18E	Labette	Kansas
15-099-24077-00-00	HITE 6-14	14-33S-18E	Labette	Kansas
15-099-23984-00-01	NELSON 12-14	14-33S-18E	Labette	Kansas
15-099-23983-00-01		14-33S-18E	Labette	Kansas
15-099-23867-00-00	TUCKER 9-14	14-330-18E	Labette	Kansas
15-099-23987-00-00	TUCKER 8-14	14-33S-18E	Labette	Kansas
15-099-23950-00-00	WARE 10-14	14-33S-18E	Labette	Kansas
15-099-23949-00-01	WARE 16-14	14-33S-18E	Labette	Kansas
15-099-19071-00-01	FERGUSON Z-3	15-33S-18E	Labette	Kansas
15-099-23855-00-01	JOHNSON 2-23	23-33S-18E	Labette	Kansas
15-099-23868-00-01	JOHNSON 8-23	23-33S-18E	Labette	Kansas
15-099-23727-00-00	NELSON TRUST 4-23	23-33S-18E	Labette	Kansas
15-099-23858-00-00	THOMPSON 10-23	23-33S-18E	Labette	Kansas
15-099-24076-00-00	THOMPSON 10-23 EX	23-33S-18E	Labette	Kansas
15-099-23728-00-00	THOMPSON TRUST 16-23	23-33S-18E	Labette	Kansas
15-099-23726-00-00	JOHNSON TRUST 4-24	24-33S-18E	Labette	Kansas
15-099-23903-00-01	BENEKE 12-24	24-33S-18E	Labette	Kansas Kansas
15-099-23902-00-01	BENEKE 16-24	24-33S-18E	Labette	Kansas
15-099-24030-00-00	HESS 13-24	24-33S-18E	Labette	Kansas
15-099-23859-00-00	HESS 14-24	24-33S-18E	Labette	Kansas
15-099-23848-00-00	HESS 6-24	24-335-18E	Labette	Kansas
15-099-23939-00-00	ROGERS 12-25	25-33S-18E	Labette	Kansas
15-099-23924-00-00	GOSSARD 10-25	25-33S-18E	Labette	Kansas
15-099-23923-00-01	GOSSARD 16-25	25-33S-18E	Labette	Kansas
15-099-23921-00-01	OBRIEN 1-25	25-33S-18E	Labette	Kansas
15-099-23922-00-01	OBRIEN 8-25	25-33S-18E	Labette	Kansas
15-099-23869-00-01	BENNETT 2-26	20-330-18E	Labette	Kansas
15-099-23856-00-01	BENNETT 8-26	26-33S-18E	Labette	Kansas

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	26-33S-18E	FERGUSON 3-26	15-099-23976-00-00

END OF EXHIBIT B

Exhibit C Surface Rights

## (Surface Rights) (Surface גופאל

Labette County, Kansas

	Legal Description	Page	воок	Date	Lessee/Grantee	Lessor/Grantor	County
having an assumed bouth 06 degrees 58 couth 83 degrees 02 to the North Right-of-Way s 22 minutes East 976.9 feet, to the North Right-of-Way feet North of the feet North of the inter section, thence ine to POB, containing in ine to POB, containing in	4-335-18E S/2 of the NW/4 and SW/4 EXCEPT a par of said SW/4, the West line of said Quarter sectioon bearing of North 06 degrees 58 minutes East, thence minutes East 105.6 feet along said Sest line, thence 5 minutes East 27.5 feet, thence South 86 degrees 10 i thence South 00 degrees 32 minutes West 22.3 feet line of the existing highway, thence South 89 degree said Right of way line to a point on the East line 25.0 Southeast corner of said Quarter section, thence Sou West along said East line to the South line of said Qu North89 degrees 22 minutes West along said South 1 herce South 00 degrees 70 more on the East line S5.0 Southeast corner of said Quarter section, thence Sou Morth89 degrees 22 minutes West along said South 1 herce South 00 degrees 20 more of the South line of said Qu North89 degrees 22 minutes West along said South 1 herce South 00 degrees 20 more of the South line of said Qu North89 degrees 22 minutes West along said South 1 herce South 00 degrees 20 more of less, exclusive of th the excetion 1.12 acres, more or less, exclusive of th		24	8002/12/11	Admiral Bay (USA) Inc.	ופרסג P. Rickmeyer et al ROW	Labétte
	31-325-19E An undivided one-half interest in: The Sc NE/4 and the NW/4 of the SE/4		68	9007/77/2	Western Land Services		Labette
	14-332-18E LP6 // L	148	28	9007/9/8	Western Land Services		

14-332-18E NW/4, and NE/4 SW/4	174	τs	71/16/2012	Admiral Bay (ASU) yea lerimbA	Frankie R. Hite et al ROW	abette
13-335-18E NW/4 of the SW/4 containing 40 acres, more or less	76	38	9007/9/9	Western Land Services	Duane L. Johnson et al ROW	abette
of the Deed Records of Labette County, Kansas	183	100 T	5002/TT/2	Western Land Services	Regena L. Nelson et al rev tr ROM	abette
23-335-128 NW/4, less a .5 acre tract further described in Book 251, page 191						- + + + + + + + + + + + + + + + + + + +
56-332-18E 2E\t	68	611	9007/5/6	Western Land Services	Kenton Thompson et al ROW	atteda
aninniged fo the point of beginning	138	<i>۲</i> ۲	8002/12/11	Admiral Bay (USA) Inc.	WOA le 19 nozxen Taken NOA	abette
the SE/4, thence East along the North line of the SE/4 of Section 32 a distance						
East line of the SE/4 of Section 32 a distance of 100.00 feet to the North line of						
the SEV4 of Section 32 a distance of 10.00 feet, thence North parallel to the			1 1			
Section 32 a distance o 400.00 feet, thence West parallel to the North line of						
of 500 feet, thence West parallel to the North line of the SE/4 of Section 32 a distance of 40.00 feet, thence North parallel to the East line of the SE/4 of						
the SE/4, thence South along the East line of the SE/4 of Section 32 a distance for the SE/4 of Section 32 a distance						
32-335-18E TheE/2 E/2 and a tract of land in the SE/4 beginning at the NE/c of			1 1			
500.00 feet to the point of beginning.	<b>737</b>	<i>L</i> τ	8007/17/11	Admiral Bay (USU) Inc.	NOR nosxenT neol emiol MOR nosxenT neol emiol	abette
33, thence N alsong the W line of the SW/4 of Section 33 a distance of						
Section 33 a distance of 40.00 feet to the W line of the SW/4 of Section						
of saidSection 33, thence West paralle to the North line of the SW/4 of						
4/W2 eht fo 2/WN eht fo tse∃ teet Eet East of the WV/c of the all a point of the SW/k			1 1			
100.00 feet, thence Southwesterly parallel a distance of 400.00 feet to						
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 50.00 feet,			1 1			
tract of land in the SW/4 beginning at the WW/c of the SW/4 thence E						
79 feet 8 inches, thence N 147 feet, thence W to beginning. AND a						
W sons E 330 feet 8 inches, thence N 194 feet 6 inches, thence W			1 1			
AND EXCEPT:Beginning at NW/c of NW/4 of said Section thence S 345			1 1			
said section line to point of beginning, EXCEPT Richland Cemetery tract						
of said NW/4, thence W on Section line to NW/c thereof, thence S on						
rods to E/4 Section line, thence N on said Quarter Section line to NE/c						
through said NW/4 thence E 80 rods, thence S 18 rods, thence E 80						
West Section line of the NW/4 9 rods N of center line running E and W						
33-335-18E SE/4; SW/4; NW/4 and commencing at a point on the						
33-332-18F CE/A· C///// · ///// · ///// 33-322-28F						

## END OF EXHIBIT C

Creek	148	SZTOX	8102/2/2	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						- + + - 1
122-335-18E S/2 of the SE/4; 13-335-18E NW/4, and the NW/4 of the NE/4;						
10-332-18E NW/4	707	38	9007/87/9	Western Land Services	Kevin D. Keltz etal ROW	Labette
6-332-18E 2E\4 sud 10-332-18E 2M\4	LL	L1	10/22/2008	Admiral Bay (ASU) مات.	David H. Winters etal ROW	Labette
56-333-18E SE/4	611	68	9/2/5/6	Western Land Services	kenton Thompson et al ROW	ette Laberte
9-335-14E An undivided one-half interest in the NE/4	58T	Z4	8002/12/11	Admiral Bay (ASU) yeal simbA		Labette
23-335-18E NE/4 Containing 160 acres, more or less.	54	86	9007/77/5	Western Land Services	Eileen B. Johnson Rev Tr ROW	Labette
<ul> <li>4-335-18E NW/4; 19-335-18E NW/4 AND SW/4; 12-335-17E NW/4 AND SW/2 OF SW/4 Except 1/2 of the mineral rights; 13-335-17E SE/4; 17-335-19E NW/2 OF SW/4 Except 1/2 of the mineral rights; 13-335-17E SE/4; 17-335-19E NW/4 except the following description: beginning 140 K of the North Section line, then 6 359.97 feet to the Section line, thence West 359.5 feet to the South of the NW/C of said Section 17, then East 359.5 feet to a point 10.5 Section line, then 609 feet to the point of beginning, AND EXCEPT beginning 1308.69 South of the NW/C of said Section 17, then East 359.5 feet to a point128.97 feet to the Section line, then 8 NW/C of said Section 10.5 then Section 10.5 then 5.5 Section 10.5 the North Section 10.5 then Section 10.5 then 5.5 Section 10.5 the North Section 10.5 then 5.5 Section 10.5 Sect</li></ul>	921	τs	ΖΤΟΖ/9Τ/ΤΤ	secrvices	Jerry W. Carnahan et al ROW	Labette