

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
April 2019
Form must be Typed
Form must be Signed
All blanks must be Filled

REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.

Check applicable boxes:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

**** Side Two Must Be Completed.**

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

____ - ____ - ____ - ____ Sec. ____ Twp. ____ R. E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Type of Pit: Emergency Burn Settling Haul-Off Workover Drilling

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Date: _____

Title: _____

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by

Permit No.: _____ . Recommended action: _____

Date: _____

Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit

permitted by No.: _____ .

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____

* Location: _____

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle:	Circle:		
_____	_____	_____ 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	_____	_____
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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	_____	_____
_____	_____	_____ 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.

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

Form Must Be Typed

Form must be Signed

All blanks must be Filled

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

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Well Location:

____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West

County: _____

Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

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

Select one of the following:

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

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

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

Date: _____ Signature of Operator or Agent: _____ Title: _____

Douglas Overall
1408 Business Loop 70 West
Columbia, MO 65202

Betty Jean Overall
1408 Business Loop 70 West
Columbia, MO 65202

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS §
 §
COUNTIES OF KINGMAN & RENO §

THIS ASSIGNMENT AND BILL OF SALE (this “Assignment”), dated effective as of February 1, 2021 at 7:00 a.m. Central Time (the “Effective Time”), is made by UNIT PETROLEUM COMPANY, an Oklahoma corporation, whose mailing address is 8200 South Unit Drive, Tulsa, OK 74132 (“Assignor”), to PRAIRIE WOLF OPERATING, LLC, a Kansas limited liability company, whose mailing address is PO Box 1447, Stilwell, OK 74960 (“Assignee”). This Assignment is signed and delivered in connection with and under the terms of the Purchase and Sale Agreement between Assignor and Assignee (each individually, a “Party” and collectively, the “Parties”), dated as of March 30, 2021 (the “PSA”).

1. Assignment. For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby SELL, TRANSFER, ASSIGN, CONVEY, AND DELIVER unto Assignee, all of Assignor’s right, title, and interest in and to the following, subject to the terms and reservations hereof and specifically LESS AND EXCEPT, in each case, the Excluded Assets (as hereinafter defined) (collectively, the “Subject Assets”):
 - (a) the oil and gas leases described in Exhibit A, together with any leasehold interests, and other rights, titles and interests of Assignor in and to the leasehold estates created thereby (the “Leases”);
 - (b) all rights and interests in the lands covered and created by the Leases and any lands pooled or unitized therewith (such lands, the “Lands”);
 - (c) all wells (including all oil, gas, water, disposal or injection wells) located on the Lands or on any other lease or lands with which any Lease has been pooled or unitized, or on which Assignor has a leasehold estate or contract authorizing any such well if not authorized by one of the Leases and located in Reno or Stafford Counties, Kansas, whether such wells are producing, shut-in or abandoned, including the wells set forth in Exhibit B (the “Wells”);
 - (d) all rights and interests in, under or derived from all unitization or pooling agreements in effect with respect to any of the Leases or Wells and the units created thereby (the “Units”, collectively with the Leases, the Lands, and the Wells, the “Oil and Gas Interests”);
 - (e) to the extent assignable, farmouts, farmins, options, gas purchase contracts, product purchase and sale agreements, gas gathering agreements, gas processing agreements, and other similar contracts (but excluding, however, Leases, Easements, and other instrument creating or evidencing an interest in the Oil and Gas Interests) to which Assignor is bound to the extent relating primarily to such Oil and Gas Interests and that will be binding on Assignee after the Closing;
 - (f) the rights-of-way, easements, licenses, servitudes other surface interests and surface rights to the extent relating to the Leases or the Wells, including those described in Exhibit C;
 - (g) the equipment, materials, fixtures, field gathering system and other improvements located on the Lands as of the Effective Time and appurtenant thereto, or used or obtained in connection with the Leases or Wells or with the production, treatment, sale, or disposal of hydrocarbons or waste produced therefrom or attributable thereto, and other appurtenances thereunto belonging, other than leased equipment located on the Lands;
 - (h) to the extent assignable, all permits, licenses, authorizations, registrations, consents or approvals granted or issued by any governmental authority that are used or are

required or convenient in connection with the ownership or operation of the Oil and Gas Interests; and

- (i) all oil and gas and other hydrocarbons attributable to the Leases or Wells to the extent such hydrocarbons (i) were produced from and after the Effective Time, or (ii) were in pipelines or in tanks above the pipeline sales connection, in each case, as of the Effective Time.

TO HAVE AND TO HOLD all and singular such Subject Assets, together with all rights, titles, interests, estates, remedies, powers, and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever, subject to the terms of this Assignment.

2. Excluded Assets. Assignor specifically excepts from this Assignment and reserves unto itself the following (collectively, the "Excluded Assets"): (i) all of Assignor's corporate minute books and corporate financial records that relate to Assignor's business generally; (ii) all trade credits, all accounts, receivables and all other proceeds, income or revenues attributable to the Subject Assets with respect to any period of time prior to the Effective Time; (iii) all claims and causes of action of Assignor arising under or with respect to any contracts included in the Subject Assets that are attributable to periods of time prior to the Effective Time (including claims for adjustments or); (iv) all rights and interests of Assignor under any policy or agreement of insurance, under any bond, or to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property; (v) all claims of Assignor for refunds of, credits attributable to, or loss carry forwards with respect to Taxes attributable to any period (or portion thereof) prior to the Effective Time; (vi) all documents and instruments of Assignor that are protected by legal privilege (except for title opinions); (vii) all data and contracts that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with third parties; (viii) all audit rights arising under any of the contracts or otherwise with respect to any period prior to the Effective Time; (ix) all geophysical and other seismic and related technical data and information relating to the Subject Assets; (x) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (xi) Assignor's rights under contracts to the extent not related to the Subject Assets; (xii) all offices, office leases and all office furniture, equipment and office supplies (in each case) located in or around such excluded offices or office leases; (xiii) all yards of Assignor and all inventory and equipment located on or around such yards not located or situated on the Lands; (xiv) except for a trailer located on the Lands, all vehicles, and any rolling stock; (xv) all fee minerals; and (xvi) any assets described in Exhibit D.
3. Special Warranty of Title. Assignor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular Defensible Title to the Subject Assets unto Assignee and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise, subject to and except for Permitted Encumbrances (the "Special Warranty of Title"). Any claims for breach of the Special Warranty are subject to the limitations in the PSA.
4. Disclaimers.
 - 4.1 Title Waiver. EXCEPT AS PROVIDED IN THIS ASSIGNMENT OR THE PSA, THE SUBJECT ASSETS WILL BE CONVEYED AND TRANSFERRED WITHOUT ANY REPRESENTATION, WARRANTY, OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED, OR STATUTORY.
 - 4.2 No Reliance. ASSIGNEE HAS REVIEWED AND HAS ACCESS TO ALL CONTRACTS, DOCUMENTS, RECORDS, AND INFORMATION PROVIDED BY ASSIGNOR OR OF PUBLIC RECORD WHICH IT HAS DESIRED TO REVIEW IN CONNECTION WITH ITS DECISION TO ENTER INTO THIS ASSIGNMENT, AND TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY. ASSIGNEE HAS NOT RELIED UPON ANY REPRESENTATION, WARRANTY, STATEMENT, ADVICE, DOCUMENT,

PROJECTION, OR OTHER INFORMATION OF ANY TYPE PROVIDED BY ASSIGNOR, OR ITS AFFILIATES, OR ANY OF THEIR REPRESENTATIVES, EXCEPT FOR THOSE EXPRESSLY SET FORTH IN THIS ASSIGNMENT AND THE PSA. IN DECIDING TO ENTER INTO THIS ASSIGNMENT, AND TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY, ASSIGNEE HAS RELIED SOLELY UPON ITS OWN KNOWLEDGE, INVESTIGATION, AND ANALYSIS (AND THAT OF ITS REPRESENTATIVES AND ADVISERS) AND NOT ON ANY DISCLOSURE OR REPRESENTATION MADE BY, OR ANY DUTY TO DISCLOSE ON THE PART OF, ASSIGNOR OR ITS AFFILIATES, OR ANY OF THEIR REPRESENTATIVES OR ADVISERS, OTHER THAN THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR EXPRESSLY SET FORTH IN THIS ASSIGNMENT OR THE PSA.

4.3 Limited Duties. ANY AND ALL DUTIES AND OBLIGATIONS ASSIGNOR MAY HAVE TO ASSIGNEE WITH RESPECT TO OR IN CONNECTION WITH THE SUBJECT ASSETS, THIS ASSIGNMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE LIMITED TO THOSE IN THIS ASSIGNMENT AND THE PSA. THE PARTIES DO NOT INTEND (I) THAT THE DUTIES OR OBLIGATIONS OF EITHER PARTY, OR THE RIGHTS OF EITHER PARTY, WILL BE EXPANDED BEYOND THE TERMS OF THIS ASSIGNMENT ON THE BASIS OF ANY LEGAL OR EQUITABLE PRINCIPLE OR ON ANY OTHER BASIS WHATSOEVER OR (II) THAT ANY EQUITABLE OR LEGAL PRINCIPLE OR ANY IMPLIED OBLIGATION OF GOOD FAITH OR FAIR DEALING OR ANY OTHER MATTER REQUIRES EITHER PARTY TO INCUR, SUFFER, OR PERFORM ANY ACT, CONDITION, OR OBLIGATION CONTRARY TO THE TERMS OF THIS ASSIGNMENT AND THAT IT WOULD BE UNFAIR, AND THAT THEY DO NOT INTEND, TO INCREASE OR DECREASE ANY OF THE OBLIGATIONS OF ANY PARTY UNDER THIS ASSIGNMENT ON THE BASIS OF ANY IMPLIED OBLIGATION OR OTHERWISE.

4.4 Defects. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ASSIGNMENT OR THE PSA, THE SUBJECT ASSETS ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, CONFORMITY TO SAMPLES, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY ASSIGNOR AND WAIVED BY ASSIGNEE. ASSIGNOR AND ASSIGNEE RECOGNIZES THAT THE SUBJECT ASSETS HAVE BEEN USED FOR OIL AND GAS DRILLING, PRODUCTION, GATHERING, PIPELINE, TRANSPORTATION, STORAGE, AND RELATED OPERATIONS. PHYSICAL CHANGES IN THE SUBJECT ASSETS AND IN THE LANDS BURDENED THEREBY MAY HAVE OCCURRED AS A RESULT OF SUCH USES. THE SUBJECT ASSETS ALSO MAY INCLUDE BURIED PIPELINES AND OTHER EQUIPMENT, THE LOCATIONS OF WHICH MAY NOT BE KNOWN BY ASSIGNOR, OR READILY APPARENT BY A PHYSICAL INSPECTION OF THE SUBJECT ASSETS. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE WILL HAVE INSPECTED PRIOR TO THE DATE OF THIS ASSIGNMENT (OR WILL BE DEEMED TO HAVE WAIVED ITS RIGHT TO INSPECT) THE LEASES, EQUIPMENT, PIPELINES, AND THE ASSOCIATED PREMISES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE WILL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL AND MAN-MADE MATERIAL FIBERS. THE PRECEDING SENTENCE OF THIS SECTION WILL

NOT LIMIT ANY RIGHTS OF INDEMNIFICATION EITHER PARTY MAY OTHERWISE HAVE UNDER THIS ASSIGNMENT OR THE PSA.

- 4.5 Records and Reserves Disclaimers. ASSIGNOR MAKES NO REPRESENTATION, COVENANT, OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA OR RECORDS DELIVERED TO ASSIGNEE WITH RESPECT TO THE SUBJECT ASSETS, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE SUBJECT ASSETS, OR THE ABILITY OF THE SUBJECT ASSETS TO PRODUCE HYDROCARBONS, OR THE PRODUCT PRICES WHICH THE OTHER PARTY WILL BE ENTITLED TO RECEIVE FROM THE SALE OF ANY SUCH HYDROCARBONS.
- 4.6 Environmental Waiver And Release. EXCEPT AS EXPRESSLY PROVIDED IN THE PSA OR THIS ASSIGNMENT, FROM AND AFTER THE DATE OF THIS ASSIGNMENT, EACH PARTY DOES HEREBY AGREE, WARRANT, AND COVENANT TO RELEASE, ACQUIT, AND FOREVER DISCHARGE THE OTHER PARTY FROM ANY AND ALL CLAIMS, INCLUDING ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION FOR CONTRIBUTION AND INDEMNITY UNDER STATUTE OR COMMON LAW, WHICH COULD BE ASSERTED NOW OR IN THE FUTURE RELATING TO OR ARISING OUT OF ENVIRONMENTAL MATTERS OR LIABILITIES AND RELATED TO THE SUBJECT ASSETS, INCLUDING ANY AND ALL CLAIMS ATTRIBUTABLE OR ARISING OUT OF A VIOLATION OF ANY ENVIRONMENTAL LAW. EXCEPT AS EXPRESSLY PROVIDED IN THE PSA OR THIS ASSIGNMENT, FROM AND AFTER THE DATE OF THIS ASSIGNMENT, EACH PARTY WARRANTS, AGREES, AND COVENANTS NOT TO SUE OR INSTITUTE ARBITRATION AGAINST THE OTHER PARTY UPON ANY CLAIM, DEMAND, OR CAUSE OF ACTION FOR INDEMNITY AND CONTRIBUTION THAT HAVE BEEN ASSERTED OR COULD BE ASSERTED FOR ANY SUCH ENVIRONMENTAL MATTERS OR LIABILITIES.
- 4.7 Consequential Damages Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PSA OR THIS ASSIGNMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, OR SPECULATIVE DAMAGES ARISING OUT OF OR RELATING TO, IN ANY MANNER, THIS ASSIGNMENT, THE TRANSACTION CONTEMPLATED HEREUNDER, OR THE SUBJECT ASSETS, EVEN IF SUCH DAMAGES ARE CAUSED BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF THE PARTY WHOSE LIABILITY IS BEING WAIVED HEREBY; PROVIDED, HOWEVER, THAT THIS WAIVER WILL NOT APPLY WITH REGARD TO CLAIMS BY THIRD PARTIES FOR WHICH ONE PARTY HAS AGREED TO INDEMNIFY THE OTHER UNDER THE TERMS OF THE PSA OR THIS ASSIGNMENT.

5. Miscellaneous.

- 5.1 Certain Defined Terms. Capitalized terms used but not defined herein will have the meanings given such terms in the PSA. For purposes of this Assignment, the following capitalized terms will have the meaning set forth below:

“Permitted Encumbrances” means: (i) any obligations or duties reserved to or vested in any municipality or other governmental body to regulate any Oil and Gas Interest in any manner; (ii) the terms and conditions of all leases, contracts for sale, purchase, or processing of hydrocarbons, operating agreements, plant agreements, pipeline, gathering, and transportation agreements, disposal agreements, permits, licenses, rights of way, and any other agreements affecting the Oil and Gas Interests and described or referred to in this Assignment and its exhibits, but only to the extent that they do not, individually or in the aggregate operate to reduce the Net Revenue Interest in an Oil and Gas Interest below that shown in Exhibit E of the PSA, (but only as to the formation identified in Exhibit E of the PSA for such Oil and Gas Interest) or increase the Working Interest in an Oil and Gas Interest above that

shown in Exhibit E of the PSA, (but only as to the formation identified in Exhibit E of the PSA for such Oil and Gas Interest) without a proportionate increase in the Net Revenue Interest; (iii) preferential rights to purchase, consents to assignment, and other similar restrictions, including the Scheduled Consents; (iv) consents of and required notices to, or filings with, governmental authorities in connection with the consummation of the transactions contemplated by the PSA; (v) easements, rights-of-way, permits, surface leases, and other similar rights on, over, or in respect of any of the Oil and Gas Interests, as long as any such encumbrance does not interfere in any material respect with the development, operation, or use of the Oil and Gas Interests burdened thereby; (vi) lessor's royalties, overriding royalties, production payments, net profits interests, reversionary interests, and similar burdens with respect to an Oil and Gas Interest if the net cumulative effect of such burdens does not, operate to reduce the Net Revenue Interest in such Oil and Gas Interest below that shown in Exhibit E of the PSA (but only as to the formation identified on Exhibit E of the PSA for such Oil and Gas Interest) or increase Working Interest in such Oil and Gas Interest above that shown in Exhibit E of the PSA (but only as to the formation identified on Exhibit E of the PSA for such Oil and Gas Interest) as applicable, without a proportionate increase in the Net Revenue Interest; (vii) defects or irregularities of title as to which the relevant statute of limitation or prescription would bar any attack or claim against Assignor's title; (viii) liens or other encumbrances for ad valorem, property, production, severance, excise, and similar Taxes or assessments not yet delinquent or, if delinquent, that are being contested in good faith; (ix) materialman's, mechanic's, repairman's, employee's, contractor's, operator's, and other similar liens or encumbrances arising in the ordinary course of business for payments or obligations not yet due or that are contained in joint operating agreements covering any Oil and Gas Interest; (x) oil and gas production imbalances whether resulting from overproduction or underproduction, and plugging and surface restoration obligations; (xi) any maintenance of uniform interest provision in an operating agreement if waived before the date of this Assignment by the party or parties having a right to enforce that provision; (xii) conventional rights of reassignment obligating Assignor or Assignee, as applicable, to reassign its interest in any portion of an Oil and Gas Interest to a third party, if such right is only triggered when the holder expressly indicates its intention to release or abandon such interest prior to the expiration of the primary term or other termination of such interest; (xiii) (i) defects in the chain of title arising from the failure to recite marital status, omissions of successors or heirship, or the lack of probate proceedings and (ii) defects arising out of lack of corporate or other entity authorization, unless reasonable evidence shows that the defect results in a third party's actual and valid claim of title to the affected Oil and Gas Interest; (xiv) defects arising from any prior oil and gas lease relating to the lands covered by Oil and Gas Interests not being surrendered of record, unless affirmative evidence shows that such prior oil and gas lease is still in effect and could reasonably be expected to result in another person's actual and superior claim of title to the relevant Oil and Gas Interest; (xv) any mortgage lien on the fee estate or mineral fee estate from which title to the relevant Oil and Gas Interest is derived which pre-dates the creation of the Oil and Gas Interest but which is not currently subject to foreclosure or other enforcement proceedings by the holder of the mortgage lien; (xvi) defects or irregularities resulting from the failure to record releases of liens, mortgages or production payments (in each case) that have expired on their own terms or the enforcement of which are barred by applicable statute of limitations; (xvii) any defects that affect subsurface depths outside the oil and gas formation described in Exhibit E of the PSA; and (xviii) any defects waived or not asserted by Assignee under the PSA.

"Taxes" means any income taxes or similar assessments or any sales, excise, occupation, use, ad valorem, property, production, severance, transportation, employment, payroll, franchise, or other tax imposed by any federal, state, or local taxing authority, including any interest, penalties, or additions attributable thereto.

- 5.2 Further Assurances. Incidental and subsequent to the date of this Assignment, each Party will execute, acknowledge, and deliver to the other Party such further instruments, and take such other actions, as may be reasonably necessary to carry out the provisions of this Assignment.

- 5.3 Governing Law. This Assignment and the rights and obligations of the Parties hereto will be governed, construed, and enforced in accordance with the laws of the State of Oklahoma, except for matters specifically related to the Subject Assets and the assignment of same which will be governed by Kansas law, without giving effect to any choice or conflicts of law provision or rule that would cause the application of the laws of any other State. Any claim or cause of action arising from this Assignment will be brought in the State or Federal District Court of Tulsa County, Oklahoma.
- 5.4 Assignment and Binding Effect. This Assignment or any portion thereof and the rights and obligations hereunder will be assignable or delegable by either Party without the consent of the other Party. The terms, provisions, covenants, representations, and conditions of this Assignment will be binding upon and inure to the benefit of and be enforceable by the Parties hereto and their successors. Assignment or delegation will not relieve the Party assigning or delegating of their duties under the PSA unless expressly stated in writing by the other Party.
- 5.5 Conveyance Subject to the PSA. This Assignment is expressly subject to the terms and conditions of the PSA. If any provision of this Assignment is construed to conflict with any provision of the PSA, the provisions of the PSA, as applicable, will be deemed controlling to the extent of such conflict. The terms and provisions set forth in the PSA will at all times govern the rights of the parties in the Subject Assets assigned by this Assignment, and all interested parties are hereby given notice of the existence of the PSA.
- 5.6 Counterparts. This Assignment may be executed by Assignor and Assignee in any number of counterparts, each of which will be deemed an original instrument, but all of which together will constitute one and the same instrument. Any signed counterpart delivered by facsimile or other means of electronic transmission will be effective (and deemed an original) for all purposes.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, each Party has executed this instrument on the date of the acknowledgment attached hereto, but effective for all purposes as of the Effective Time.

ASSIGNOR:

UNIT PETROLEUM COMPANY

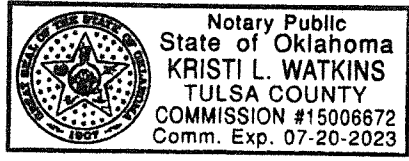
By: *Matthew B. Mahaffey*
Name: Matthew B. Mahaffey
Title: Chief Landman *SLMCA*

ASSIGNOR ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF TULSA §

The foregoing instrument was acknowledged before me on this 10th day of May, 2021, by Matthew B. Mahaffey, as Chief Landman of Unit Petroleum Company, an Oklahoma corporation, as the act and deed and on behalf of such corporation.


Kristi L. Watkins
Notary Public



My Commission Expires: 7/20/2023
Commission Number: 15006672

ASSIGNEE:

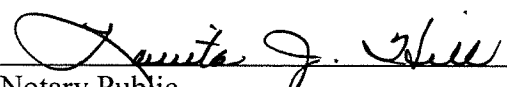
PRAIRIE WOLF OPERATING, LLC

By: 
Name: Daniel Scott
Title: Managing Member

ASSIGNEE ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF LeFlore §

The foregoing instrument was acknowledged before me on this 6th day of May, 2021, by Daniel Scott, as Managing Member of Prairie Wolf Operating, LLC, a Kansas limited liability company, as the act and deed and on behalf of such company.


Notary Public

My Commission Expires: 6-11-2021
Commission Number: 13005450

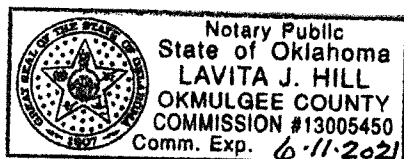


EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT AND BILL OF SALE, EFFECTIVE AS OF FEBRUARY 1, 2021,
BY AND BETWEEN UNIT PETROLEUM COMPANY, AS ASSIGNOR, AND PRAIRIE
WOLF OPERATING, LLC, AS ASSIGNEE,
COVERING LANDS IN RENO AND KINGMAN COUNTIES, KANSAS

WELLS

WELL NAME	API NO.	LEGAL DESCRIPTION	COUNTY	STATE
BLACK FARMS 4 #1H	15155216890000	4-25S-10W	RENO	KS
DEBES 20 #1H	15155216880000	29-25S-10W	RENO	KS
DEBES 29 #1H	15155216020000	29-25S-10W	RENO	KS
DEBES 32 #1H	15155216960000	29-25S-10W	RENO	KS
DYE TRUST 19 #1H	15155216720000	30-25S-10W	RENO	KS
DYE TRUST 30 #1H	15155216710000	30-25S-10W	RENO	KS
FEEDLOT 15-2H	15155217100000	15-25S-10W	RENO	KS
FEEDLOT 22-1H	15155217050000	15-25S-10W	RENO	KS
GEESLING 16 #1HXL	15155217490000	16-26S-10W	RENO	KS
HAPPY HOLLOW 18 #1H	15155215990000	18-24S-9W	RENO	KS
HAPPY HOLLOW 7 #2H	15155217090000	18-24S-9W	RENO	KS
HAW 15 #2H	15155217060000	15-25S-10W	RENO	KS
HAW 22 #1H	15155217000000	15-25S-10W	RENO	KS
HAW RANCH 29 #2H	15155216870000	29-25S-10W	RENO	KS
HAW RANCH 32 #1H	15155216810000	29-25S-10W	RENO	KS
HOLCOMB 21 #1H	15155216260000	21-24S-9W	RENO	KS
HORNBAKER 5 #1H	15155216840000	5-25S-10W	RENO	KS
ISMERT 23 #1H	15155216790000	23-25S-10W	RENO	KS
LOUDENBACK 18 #1H	15155216610000	18-25S-10W	RENO	KS
LOUDENBACK 18 #2H	15155216910000	7-25S-10W	RENO	KS
LOUDENBACK 7 #1H	15155216620000	18-25S-10W	RENO	KS
M&M FARMS 17 #1H	15155216940000	20-24S-9W	RENO	KS
M&M FARMS 17 #2H	15155217110000	20-24S-9W	RENO	KS
M&M FARMS 20 #1H	15155216080000	20-24S-9W	RENO	KS
M&M FARMS SWD #1	15155216090000	20-24S-9W	RENO	KS
MAXWELL #1 SWD	15155211830000	16-25S-9W	RENO	KS
MILLER 26 #1H	15155217200000	26-25S-10W	RENO	KS
OVERALL #1-21H	15155215850000	21-25S-10W	RENO	KS
OVERALL #2-21H	15155216900000	21-25S-10W	RENO	KS
OVERALL SWD #1	15155215820000	21-25S-10W	RENO	KS
OVERALL-MAXWELL SWD SYSTM 2014			RENO	KS
PACE 24 #1H	15155217070000	24-25S-10W	RENO	KS
ROCK CHALK FARMS 28 #1H	15155216680000	33-25S-10W	RENO	KS
ROCK CHALK FARMS 33 #1H	15155216690000	33-25S-10W	RENO	KS
ROCK CHALK FARMS 33 #2H	15155216950000	33-25S-10W	RENO	KS
ROONEY 6 #1H	15155217160000	6-26S-10W	RENO	KS
SHULTZ TRUST 10 #1H	15155216230000	15-25S-9W	RENO	KS
SHULTZ TRUST 15 #1H	15155216000000	15-25S-9W	RENO	KS
STEWART 27 #1H	15155216360000	27-25S-10W	RENO	KS
STROBERG 24 #1H	15155217430000	24-25S-10W	RENO	KS
URBAN 13 #1H	15155216750000	13-25S-10W	RENO	KS
URBAN 24 #1H	15155216740000	13-25S-10W	RENO	KS
WELLER 31 #1H	15155216770000	30-25S-10W	RENO	KS
ZINK #1	15155213010000	20-25S-9W	RENO	KS
ZINK #2	15155215280000	20-25S-9W	RENO	KS

WELL NAME	API NO.	LEGAL DESCRIPTION	COUNTY	STATE
AURELL #1-20A (LANGDON WF)	15155212760000	20-25S-9W	RENO	KS
AURELL #2-20A (LANGDON WF)	15155213120000	20-25S-9W	RENO	KS
GASTON #1-17 (LANGDON WF)	15155212800000	17-25S-9W	RENO	KS
GRIEVE TRUST 1 (LANGDON WF)	15155213630000	21-25S-9W	RENO	KS
HANSEN #1-1 (LANGDON WF)	15155211580000	21-25S-9W	RENO	KS
MAXWELL "A" #2 (LANGDON WF)	15155211450000	16-25S-9W	RENO	KS
MAXWELL "A" #5 (LANGDON WF)	15155214060000	16-25S-9W	RENO	KS
MCATEE #1 (LANGDON WF)	15155212730000	16-25S-9W	RENO	KS
MILBURN "A" #1 (LANGDON WF)	15155212340000	16-25S-9W	RENO	KS
ROYCE "A" 1 (LANGDON WF)	15155204900000	16-25S-9W	RENO	KS
ZOLOTY 17 #1H (LANGDON WF)	15155216630000	20-25S-9W	RENO	KS
LANGDON WATERFLOOD UNIT			RENO	KS

END OF EXHIBIT "B"