

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.<br>(YR DRLD/PRE '67) | Footage from Section Line<br>(i.e. FSL = Feet from South Line) |                    | Type of Well<br>(Oil/Gas/INJ/WSW) | Well Status<br>(PROD/TA'D/Abandoned) |
|----------|------------------------------|--|--------------------|-----------------------------------|--------------------------------------|
|          |                              | Circle:<br>FSL/FNL   | Circle:<br>FEL/FWL |                                   |                                      |
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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.

Side Two

Must Be Filed For All Wells

KDOR Lease No.: \_\_\_\_\_

\* Lease Name: \_\_\_\_\_

\* Location: \_\_\_\_\_

| Well No. | API No.<br>(YR DRLD/PRE '67) | Footage from Section Line<br>(i.e. FSL = Feet from South Line) |                    | Type of Well<br>(Oil/Gas/INJ/WSW) | Well Status<br>(PROD/TA'D/Abandoned) |
|----------|------------------------------|--|--------------------|-----------------------------------|--------------------------------------|
|          |                              | Circle:<br>FSL/FNL   | Circle:<br>FEL/FWL |                                   |                                      |
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Side Two

**Must Be Filed For All Wells**

KDOR Lease No.: \_\_\_\_\_

\* Lease Name: \_\_\_\_\_ \* Location: \_\_\_\_\_

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|----------|------------------------------|--|--------------------|-----------------------------------|--------------------------------------|
|          |                              | Circle:<br>FSL/FNL   | Circle:<br>FEL/FWL |                                   |                                      |
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## Side Two

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|----------|------------------------------|--|---------------------------|-----------------------------------|--------------------------------------|
|          |                              | <i>Circle:</i><br>FSL/FNL                                      | <i>Circle:</i><br>FEL/FWL |                                   |                                      |
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KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

**Form Must Be Typed****Form must be Signed****All blanks must be Filled**

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

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

**Select the corresponding form being filed:**  **C-1** (Intent)  **CB-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: \_\_\_\_\_

Alva L. Gaston  
27716 W. Castleton Road  
Langdon, KS 67583

Phyllis A. Gaston  
27716 W. Castleton Road  
Langdon, KS 67583

G. H. Grieve Trust  
223 South Main Street  
Pratt, KS 67124

MDI Corporation  
PO Box 550  
Cheney, KS 67025

Danny F. Maxwell  
PO Box 146  
Partridge, KS 67566

Georgia L. Maxwell  
PO Box 146  
Partridge, KS 67566

Gilbert B. Clouse  
27008 W K61 Hwy  
Langdon, KS 67583

Harold J. Milburn Trust #1  
7315 N. Monroe Street  
Hutchinson, KS 67502

William K. Royce  
8837 Long Beach Cir  
Atlanta, GA 30350

Clare Johnson Royce  
8837 Long Beach Cir  
Atlanta, GA 30350

David A. Zoloty  
40 W 275 Carl Sandburg Rd  
St. Charles, IL 60175

## 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**

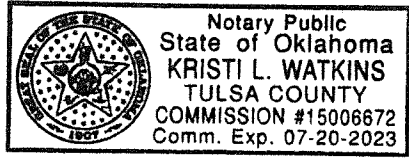
By: *Matthew B. Mahaffey*  
Name: Matthew B. Mahaffey  
Title: Chief Landman *SLMCA*

**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:**

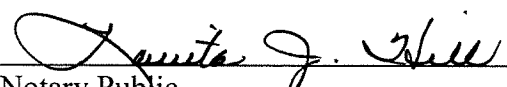
**PRAIRIE WOLF OPERATING, LLC**

By:   
Name: Daniel Scott  
Title: Managing Member

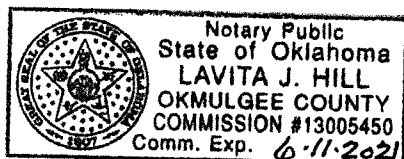
**ASSIGNEE ACKNOWLEDGMENT**

STATE OF OKLAHOMA           §  
  §  
COUNTY OF   Seena         §

The foregoing instrument was acknowledged before me on this 6<sup>th</sup> 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**

| <b>WELL NAME</b>                  | <b>API NO.</b> | <b>LEGAL DESCRIPTION</b> | <b>COUNTY</b> | <b>STATE</b> |
|-----------------------------------|----------------|--------------------------|---------------|--------------|
| 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<br>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           |



| <b>WELL NAME</b>            | <b>API NO.</b> | <b>LEGAL DESCRIPTION</b> | <b>COUNTY</b> | <b>STATE</b> |
|-----------------------------|----------------|--------------------------|---------------|--------------|
| 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"**

**SERVICE AGREEMENT FOR DRILLING,  
COMPLETING AND OPERATING OIL AND GAS WELLS**

This agreement ("Agreement") is by and between PRAIRIE WOLF OPERATING, LLC ("PRAIRIE WOLF") and HADAWAY CONSULTING AND ENGINEERING, L.L.C ("HCE"). PRAIRIE WOLF and HCE may hereinafter be referred to as a "Party" or collectively as the "Parties".

PRAIRIE WOLF, as an Owner and on behalf of its working interest co-owners in any given lease and well, is engaged in oil and gas exploration and production, and desires to engage HCE to provide services related to the drilling, completing or operating of oil and gas wells. HCE is engaged in the business of providing such services and desires to provide such services for PRAIRIE WOLF.

THEREFORE, the Parties agree as follows:

**I. Term and Termination**

- 1.0 The term of this Agreement shall be one (1) year from the Effective Date and shall continue from year to year thereafter unless sooner terminated as provided in paragraphs 1.1 or 1.2.
- 1.1 This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days written notice, without prejudice to accrued rights and obligations of either Party as of the date of termination.
- 1.2 This Agreement may be immediately terminated for material breach by either Party upon written notice; provided that such notice shall state specifically the breach alleged. The Party notified of a breach shall have ten (10) days from the date notice is served (as defined in paragraphs 13.2 and 13.3) to cure the alleged breach. If the alleged breach is cured, this Agreement shall continue in force. If

the alleged breach is not cured within ten (10) days from the date notice is served, this Agreement shall terminate, and the breaching Party shall be liable for actual damages sustained by the non-breaching Party.

- 1.3 HCE has been made the named Operator of record solely for the purpose of fulfilling its duties and obligations pursuant to this agreement. Upon termination of this agreement HCE will immediately provide PRAIRIE WOLF with the appropriate Change of Operator forms naming PRAIRIE WOLF, or another operator of PRAIRIE WOLF's choosing, to be filed with the Kansas Corporation Commission.

## **2. Relationship of the Parties**

- 2.1 In the performance of this Agreement, HCE shall be an independent contractor, with the right to control the manner, means and details of its work, and shall be answerable to PRAIRIE WOLF only as to the results achieved.
- 2.2 Neither the employees of HCE nor any contractors or subcontractors engaged by HCE in the performance of services under this Agreement shall be considered as agents, employees or servants of PRAIRIE WOLF.
- 2.3 Notwithstanding the provisions of paragraph 2.2, HCE shall have the authority to act as an agent for and on behalf of PRAIRIE WOLF in the purchase of equipment, materials and supplies, in the engagement of independent contractors for road and well site preparation, drilling services, logging services, well completion services, work-over services, repair and maintenance services, plugging services and any other services reasonably and necessarily required for the performance of this Agreement. HCE will obtain PRAIRIE WOLF'S approval of any service provided under this provision prior to initiating said

service. Provided, however, that, in case of explosion, fire, flood or other sudden emergency, whether of the same or different nature, HCE may take such steps and incur such expenses as in its opinion are reasonably required to deal with the emergency to safeguard life and property.

### **3. Standard of Care**

- 3.1 The standard of care applicable to PRAIRIE WOLF shall be that of a reasonably prudent owner of oil and gas properties.
- 3.2 The standard of care applicable to HCE shall be that of a reasonably prudent operator of oil and gas properties.
- 3.3 Neither party shall have any fiduciary duty or obligation to the other.

### **4. Designation of Properties and Services**

- 4.1 From time to time, PRAIRIE WOLF may designate oil and gas leases or mineral properties upon which it desires the services of HCE, and at the time a property is designated PRAIRIE WOLF shall provide to HCE the following, as applicable:
  - 4.1.1 A list of the services desired from HCE, other than those services specified in paragraph 5 below.
  - 4.1.2 A legal description and the access roadway of the well site upon which PRAIRIE WOLF desires that a well is to be drilled or operations performed.
  - 4.1.3 A copy of the geological plan for the well, if any.
  - 4.1.4 A copy of any geological and geophysical maps, reports and other such data which may be appropriate or necessary for HCE's use in the rendition of requested services.
  - 4.1.5 The name, address and telephone number of PRAIRIE WOLF's

geologist(s) who will provide site supervision services for the well, if any.

4.1.6 To the extent known to PRAIRIE WOLF, the names and approximate locations of available pipelines for marketing.

4.1.7 Any other data which PRAIRIE WOLF may deem appropriate for HCE's assistance and guidance in performing the requested services, including any applicable Orders of the oil and gas regulatory authorities of any applicable states, and any Surface Use and Surface Damage Agreements.

4.2 All of the documents and data provided by PRAIRIE WOLF under this Section 4 shall be and shall remain the property of PRAIRIE WOLF, shall be kept in confidence by HCE, and shall not be disclosed by HCE to any third persons except to the extent necessary to perform the requested services.

#### **5. Services to be performed by HCE**

5.1 HCE shall provide the following services as requested by PRAIRIE WOLF.

5.1.1 Preparing an engineering well plan and Authorizations for Expenditure (AFEs).

5.1.2 Preparing and filing drilling applications and other forms required by any governmental agency.

5.1.3 Contracting for preparation and maintenance of well site and access roadways.

5.1.4 Contracting with a drilling contractor.

5.1.5 Purchasing casing, tubing, wellhead equipment, tanks, and other equipment necessary for producing, processing, storing and marketing oil and gas produced.

5.1.6 Contracting for well logging services, well perforation and treatment

services and well completion services.

5.1.7 Contracting for saltwater disposal, if necessary.

5.1.8 Contracting for maintenance, repairs and workovers as necessary.

5.1.9 Filing all required regulatory applications and reports.

5.1.10 Operating the well or wells as operator of record. If PRAIRIE WOLF desires a separate Operating Agreement it shall prepare and submit same to be considered by HCE and for execution by all non-operating interest owners. In that event, HCE will provide insurance specifications to be included as an exhibit to the Operating Agreement. **If there is any conflict between this Service Agreement and any Operating Agreement, this Agreement shall control.**

5.1.11 Contracting for well plugging, but only if specifically requested by PRAIRIE WOLF. Otherwise, PRAIRIE WOLF shall be solely responsible for plugging.

5.2 It is agreed that HCE will engage independent contractors for onsite supervision of drilling, completion and work-over services and, and plugging if requested by PRAIRIE WOLF. PRAIRIE WOLF shall pay for the services of such independent contractors at their standard rates.

5.3 HCE shall see that all services are performed in compliance with all applicable laws and regulatory requirements, including the rules and regulations of any state where operations are conducted, as well as any rules and regulations for Occupational Health and Safety, and Environmental Protection.

5.4 HCE shall maintain accurate and complete records of all services performed and shall provide PRAIRIE WOLF with copies of all records that it may request.

5.5 HCE shall communicate with PRAIRIE WOLF in such manner and upon such

time intervals as may be requested by PRAIRIE WOLF.

**6. Accounting and Invoicing**

- 6.1 All third-party invoices shall be sent to HCE. HCE shall, on a weekly basis, review, adjust as necessary, and submit to PRAIRIE WOLF all third-party invoices for the review, approval and payment by PRAIRIE WOLF. HCE shall also submit to PRAIRIE WOLF for review, approval and payment of monthly invoices for HCE's services. As soon as is reasonably practical, PRAIRIE WOLF shall communicate to HCE, or HCE's designee, PRAIRIE WOLF's approval of said invoices. In the event PRAIRIE WOLF does not approve of a third-party invoice submitted by HCE, PRAIRIE WOLF shall promptly communicate its reasons for non- approval. The final decision as to whether to pay a third-party invoice shall be up to PRAIRIE WOLF.
- 6.2 **In no event shall HCE have any individual liability for payment of any costs or expenses, including drilling, completing, equipping and operating any well. PRAIRIE WOLF shall indemnify HCE against any claims, demands, damages or causes of action incurred by or asserted against HCE for the payment or nonpayment of such costs and expenses.**
- 6.3 PRAIRIE WOLF recognizes that HCE, as Operator, may incur bond, surety, credit and security obligations with governmental and regulatory agencies in which operations are conducted, for a variety of reasons, including but not limited to, plugging and abandonment, surface damages, coverage for operations and as security for various obligations.
- 6.4 **Further, PRAIRIE WOLF agrees to ultimately be responsible for all such costs and obligations, to indemnify HCE against any such obligations**

**imposed upon HCE and to defend HCE from any claims, liability, damages or other actions arising out of or connected to such bonds, surety, security or credit requirements.**

**7. Payments for HCE's Services**

7.1 PRAIRIE WOLF shall pay HCE for its services requested and performed under this Agreement as follows:

7.1.1 For engineering services before a drilling rig, completion rig, work-over rig, or equipment and subcontract personnel in need of supervision are moved onsite, PRAIRIE WOLF shall pay HCE \$200 per hour.

7.1.2 For supervision services before a drilling rig, completion rig, work-over rig, or equipment and personnel in need of supervision are moved onsite, PRAIRIE WOLF shall pay HCE the per diem charges of the independent contract supervisors engaged by HCE in accordance with HCE's current price sheet. HCE's current pricing is incorporated for reference herein as Exhibit A.

7.1.3 From the time a drilling rig, completion rig, work-over rig or equipment and subcontractor personnel in need of supervision are moved onsite, PRAIRIE WOLF shall pay HCE in accordance with HCE's current price sheet, not to exceed 4.0 hours per day per well.

7.1.4 For operating services for wells in production PRAIRIE WOLF will pay HCE \$250 per month per well. For operating services for wells that are shut in, PRAIRIE WOLF will pay HCE \$50 per month per well.

7.1.5 HCE will provide WELLEZ (web-based reporting) at \$39 per day for drilling repos and \$17 per day for completion reports.

7.1.6 PRAIRIE WOLF shall pay HCE \$48 per hour for reasonable and necessary



services of HCE's clerical staff in the performance of this Agreement.

7.1.7 HCE will invoice PRAIRIE WOLF for HCE's services under this Agreement at the end of each month and such invoices shall be paid within 30 days of receipt by PRAIRIE WOLF. Payments to HCE shall be made at its office in Canadian, Hemphill County, Texas.

7.1.8 The properties are the interests of PRAIRIE WOLF and its co-owners in the mineral estate in the land upon which HCE renders services under this Agreement (including leasehold working interests); the wellbore of any well drilled or serviced; all well equipment, including casing and tubing; all wellhead equipment; all pumps; all surface pipes and processing equipment; electrical equipment; metering equipment; storage tanks, and the working interest share of production.

## 8. Indemnity

8.1 **By HCE: Other than as set out in paragraph 6.3 above, to the extent of HCE's insurance limits as provided in Schedule A to this Agreement, HCE shall hold harmless, defend and indemnify PRAIRIE WOLF, its officers, directors, managers, members, shareholders, partners, employees, agents, representatives and working interest owners from and against any and all claims, demands, suits, causes of action and damages for personal injury, including death, or property damage, including claims by HCE's employees, agents, representatives, subcontractors, and all other third parties, arising out of or in connection with HCE's performance of this Agreement or services rendered by HCE herein, REGARDLESS OF CAUSE, INCLUDING NEGLIGENCE OF PRAIRIE WOLF, ITS OFFICERS,**

**DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, EXCEPT THAT THIS INDEMNITY DOES NOT COVER ANY LOSS OR DAMAGE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF PRAIRIE WOLF.** The Parties acknowledge that the foregoing boldfaced provisions comply with the express negligence rule and any conspicuousness requirement of any applicable law or regulation.

8.2 **By PRAIRIE WOLF:** To the extent of PRAIRIE WOLF's insurance limits as provided in Schedule A to this Agreement, PRAIRIE WOLF shall hold harmless, defend and indemnify HCE, its officers, directors, shareholders, employees, agents and representatives from and against any and all claims, demands, suits, causes of action and damages for personal injury, including death, or property damage, including claims by PRAIRIE WOLF's employees, agents, representatives, subcontractors, and all other third parties, arising out of or in connection with PRAIRIE WOLF's performance of this Agreement, **REGARDLESS OF CAUSE, INCLUDING NEGLIGENCE OF HCE, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, EXCEPT THAT THIS INDEMNITY DOES NOT COVER ANY LOSS OR DAMAGE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF HCE.** The Parties acknowledge that the foregoing boldfaced provisions comply with the express negligence rule and any conspicuous requirement of any applicable law.

8.3 PRAIRIE WOLF shall indemnify HCE against all liability, claims, damages or causes of action resulting from the failure of PRAIRIE WOLF's leasehold

**or mineral title, including, but not limited to, all reasonable attorneys' fees, costs and expenses incurred by HCE in defending or responding to such claims or actions.**

- 8.4 The indemnity obligations set forth in this Agreement shall continue after the completion of HCE's services and the termination of this Agreement.

#### **9. Insurance**

- 9.1 HCE and PRAIRIE WOLF shall have in force and maintain in force the insurance coverage listed in Schedule A to this Agreement and shall provide to each other Certificates of Insurance evidencing such coverage.

#### **10. Proprietary Rights and Confidentiality**

- 10.1 All documents and information provided by PRAIRIE WOLF or information obtained by HCE in the performance of any service rendered pursuant to this Service Agreement is confidential and proprietary information of PRAIRIE WOLF and shall be the exclusive PRAIRIE WOLF. HCE acknowledges that pursuant to this Service Agreement, no right, title, or interest in or to any confidential and/or proprietary information is transferred to HCE. Such documents and information shall include, but are not limited to, drilling records, well logs, well completion reports, cost data, market data, geological data and geophysical data, title information, including any electronically stored data.
- 10.2 Any and all confidential and/or propriety information shall be returned or delivered to PRAIRIE WOLF immediately upon conclusion of the services rendered by HCE.
- 10.3 HCE, its agents, employees and subcontractors shall treat as secret and confidential all the information referred to in paragraph 10.1 and HCE shall

require all such persons to comply with this confidentiality agreement.

- 10.4 These confidentiality requirements shall continue after the completion of HCE's services and termination of this Agreement.

**11. License of HCE**

- 11.1 HCE represents and warrants that it is or will be duly licensed, to the extent required by law, to perform the services it is to provide under this Agreement, and that such licenses shall be maintained in force during the term of this Agreement.

**12. Assignment**

- 12.1 Neither Party shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other, which will not be unreasonably withheld. Subject to the foregoing, the Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

**13. Notices**

- 13.1 The addresses, telephone numbers, fax numbers and emails of the Parties for the purpose of notices required or permitted under this Agreement are as follows:

Prairie Wolf Operating, L.L.C.  
P.O. Box 1447, Stilwell, OK 74960  
Mobile Telephone: 918-497-0972  
Email: daniel.scott@prairiewolfoperting.com  
Attn: Daniel Scott

Hadaway Consulting and Engineering, L.L.C.  
Address: 711 West Birch, Canadian, TX 79014  
or P.O. Box 188 Canadian, TX 79014  
Office Telephone: 806-323-9811  
Mobile Telephone: 806-886-7368  
Fax: 806-323-8723  
Email: narron@hadeng.com

Attn: Darrell Narron Manager

In the event of any change in address, telephone number, fax number or email, prompt notice shall be given.

- 13.2 Any notice or other formal communication required to be given hereunder by one party to the other shall be in writing and shall be sent by first class mail, postage prepaid, or by facsimile transmission, or by email to the addresses, or fax numbers, or emails as set out in paragraph 13.1, or such other address, fax number or email address as shall be furnished in writing by any such Party in accordance with this Section 13.
- 13.3 A notice served by post shall be deemed to have been served at the expiration of seventy-two (72) hours after the time it was posted. If a notice is given by facsimile it shall be deemed to have been served on the next weekday that is not a federal holiday after such notice is given, provided receipt of the facsimile transmission is verified by the sender's activity report. A notice by email shall be effective when received if received prior to 5:00 p.m. (CST) on a weekday that is not a federal holiday. If received at any other time, it shall be deemed received on the weekday that is not a federal holiday.

#### **14. Miscellaneous**

- 14.1 This Agreement, together with any Operating Agreements as contemplated by Section 5.1.10, constitutes the entire agreement between the Parties as to the subject matter hereof, superseding all prior and contemporaneous oral or written communications or agreements and no amendments, modifications or variations of this Agreement shall be of any force unless in writing and duly executed by both Parties.
- 14.2 This Agreement shall be governed, construed, and interpreted in accordance with

the laws of the state of Kansas without regard to any choice of law provisions. Any claim or lawsuit arising from or relating to this Agreement shall be filed and maintained in a court of competent jurisdiction in Reno County, Kansas.

14.3 Failure of either Party at any time or from time to time to enforce compliance with any provision of this Agreement shall not constitute a waiver of any other rights of that Party under this Agreement.

14.4 If any provision of this Agreement is held to be illegal or unenforceable by any court of competent jurisdiction, such holding shall not affect the remaining parts of this Agreement and the remaining parts shall remain in full force and effect unless the part or parts held to be illegal or unenforceable renders impossible the performance of the remaining parts of this Agreement.

**14.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL OR EXEMPLARY DAMAGES FOR BREACH OF THIS AGREEMENT, OR FOR ANY OTHER TORT, AND ANY AND ALL SUCH DAMAGES ARE EXPRESSLY WAIVED.**

14.6 This Agreement may be executed in counterpart originals delivered by first class mail, facsimile transmission or scanned email.

IN WITNESS WHEREOF, a duly authorized representative of each Party has caused this agreement to be executed and made effective as of the date shown below.

PRAIRIE WOLF OPERATING, LLC

By:   
Daniel Scott, Managing Member

Date: 5/28/21

HADAWAY CONSULTING AND ENGINEERING, LLC

By:   
Darrell Narron, Manager

Date: 5/28/2021

Exhibit A

Hadaway Consulting and Engineering, L.L.C.

Current Price Sheet

| CLIENT INVOICING BILLED BY HCE  |         |
|---|---------|
| Drilling Wellsite Supervision (24 hr)   | \$1,600 |
| Completion and Workover (12 hr)   | \$1,400 |
| Completion and Workover (24 hr)   | \$2,000 |
| Frac Wellsite Supervision (12 hr)   | \$1,700 |
| Frac Wellsite Prep (hourly)   | \$200   |
| Facilities Wellsite Supervision (12 hr)   | \$1,300 |
| Facilities Hourly Charge  | \$110   |
| Flowback (hourly)   | \$50    |
| Production Foreman (daily)  |         |
| <b>NOTE: ALL PARTNERS HOURS WILL BE BILLED AT \$200 PER HOUR. OFFICE MANAGER AND ASSISTANT BILLED AT \$48 PER HOUR.<br/>DRLG CONST CHARGE 8 DAYS FOR 7 DAYS WORK.</b> |         |
| <b>COMPL CONST CHARGE PER DIEM FOR MOTEL ONLY IF THEY HAVE TO STAY OR THEY CAN CHARGE \$45 PER DAY FOR THEIR OWN TRAILER.</b>   |         |
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