

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: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Oil / Gas Purchaser: _____

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 _____

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: _____

produced in association with these substances (“Hydrocarbons”) or waste produced therefrom or attributable thereto (collectively, the “Equipment”);

3) to the extent not prohibited by third party contracts, the unitization, pooling and operating agreements, and the units created thereby which relate to the Leases or which relate to units or wells located on the Leases, including, without limitation, the units formed under orders, regulations, rules, and other official acts of any federal, state, municipal, local or similar governmental authority, regulatory or administrative agency or court (“Governmental Authority”) having jurisdiction, together with any right, title, and interest created thereby in the Leases;

4) to the extent not prohibited by third party contracts, all of Assignor’s right, title and interest in and to all contracts and contractual rights relating to the Property to the extent valid and subsisting;

5) the gathering lines, liquid and gas lines, taps, meters and all other equipment, supplies, machinery, materials or facilities appurtenant to or considered part of such lines used in connection with the Interests (the “Gathering System”);

6) all rights-of-way, easements, and surface use leases appurtenant to the Leases and Gathering System;

7) to the extent not prohibited by third party contracts, equipment leases and rental contracts related to the Leases or used in connection with the production, treatment, sale or disposal of Hydrocarbons or waste produced therefrom or attributable thereto;

8) to the extent not prohibited by third party contracts, all lease files, land files, well files, product purchase and sale contracts, division order files, abstracts, reports, maps, logs, and well records contained in Assignor’s files relating to the Interests; provided, that Assignor has rights to make and retain copies of such Records as Assignor may desire prior to the delivery of the Records to Assignee and access to the Records as Assignee may have in its possession in the future;

9) written permits, licenses, franchises, registrations, variances and approvals related to the Leases, issued by any Governmental Authority (to the extent the same are assignable); and

10) gas gathering agreements, gas processing agreements, contracts and other agreements of a similar nature used in connection with the Leases, the Equipment, and the Gathering System (to the extent the same are assignable).

TO HAVE AND TO HOLD the Interests subject to the following terms and conditions:

1. Disclaimers of Warranties.

(a) Effective as of the date hereof, the Interests are conveyed by Assignor “WHERE IS” and “AS IS”, and without any warranty of title, express or implied, except Assignor does hereby warrant and forever defend all and singular title to the Interests unto Assignee, its successors and assigns against any claims made by, through or under Assignor, subject, however, to the following: (i) lessor’s royalties, overriding royalties, production payments, and reversionary interests; (ii) sales contracts covering oil, gas or associated Hydrocarbons produced from the

Interests; (iii) preferential rights to purchase and required third party consents to assignments and similar agreements with respect to which (A) waivers or consents have been obtained from the appropriate parties prior to the date hereof, or (B) required notices have been given to the holders of such rights and the appropriate time period for asserting such rights expired without an exercise of such rights prior to the date hereof; (iv) liens for current taxes or assessments not yet due as of the date hereof; (v) all rights to consent by, required notices to, filings with, or other actions by governmental agencies in connection with the sale or conveyance of oil and gas leases or interests therein or the sale of production therefrom if the same are customarily obtained subsequent to such sale or conveyance; (vi) easements, rights-of-way, servitudes, permits, surface leases, and other rights in respect of surface operations on or over any of the Interests which do not operate to materially interfere with current operations on the Interests; (vii) liens of operators relating to obligations not yet due or pursuant to which Assignor is not in default, and materialmen's, mechanics, repairmen's, or other similar liens or charges arising in the ordinary course of business incidental to construction, maintenance or operation of the Interests and with respect to which Assignor is not in default.

(b) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT OR IN THIS ASSIGNMENT, WITHOUT LIMITING THE GENERALITY OF CLAUSE (a) ABOVE, ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIMS AND NEGATES ANY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO (i) MERCHANTABILITY OF THE INTERESTS, (ii) FITNESS OF THE INTERESTS FOR ANY PARTICULAR PURPOSE, (iii) CONDITION OF THE INTERESTS, (iv) CONFORMITY OF THE INTERESTS TO MODELS OR SAMPLES OF MATERIALS AND (v) TITLE TO THE INTERESTS.

2. Monies and Proceeds.

(a) ASSIGNOR EXPRESSLY EXCEPTS FROM THIS CONVEYANCE, AND RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, all monies or proceeds (including refunds of taxes or gas marketing costs) held in suspense by, due from or determined and decreed to be due from, any Governmental Authority or taxing authority (whether local, state or federal), pipeline, gatherer or producer of oil, gas or casinghead gas products that are attributable to production from the Interests prior to the Effective Time, and all right, title and interest in and to such refunds, proceeds, refunds, suspense funds and choses in action therefor, are hereby retained by Assignor, its successors and assigns, and excepted from this Assignment.

(b) Assignor shall be entitled to the proceeds of all Hydrocarbons, plant products and residue gas produced or attributable to the Interests and saved for any period prior to the Effective Time, and shall be entitled to the volume of natural gas, natural gas liquids, condensate, liquid Hydrocarbons and other constituents which is contained in the Gathering System associated with production from the Interests and applicable pipelines, if any, as of the Effective Time, all at the prices specified in the Purchase and Sale Agreement. Assignee shall be entitled to the proceeds of Hydrocarbons, plant products and residue gas produced or attributable to the Interests and saved for any period after the Effective Time.

3. Agreements. This Assignment is made subject to and is burdened by the terms, covenants and conditions contained in all valid and subsisting licenses, farmouts, farmins, options, orders, and other contracts or agreements of a similar nature, included in the definition of Interests, that

will be binding on Assignee following the date of this Assignment or otherwise burden the Interests, and Assignee agrees to be bound by and assume the obligations arising thereunder.

4. Compliance with Laws. This Assignment is made subject to all applicable laws, statutes, ordinances, rules, regulations, codes, or binding judicial precedents that are legally promulgated or issued by any Governmental Authority. Assignee hereby assumes, and does hereby agree to become responsible for, the plugging and abandoning of any well(s) for which Assignor is responsible and for any reclamation of the lands after plugging and abandoning operations are completed on any such well(s), and that at such time as any such well(s) covered by the Lease assigned hereby are abandoned, such will be properly plugged in accordance with the applicable rules and regulations of the State of Kansas or other jurisdictional authorities and provisions of the Leases, if any, effective at the time the well(s) are plugged and abandoned. Further, Assignee does hereby agree to register this Assignment to Assignee with the appropriate agencies having jurisdiction over oil and gas operations and shall obtain the release of the Leases conveyed by this Assignment from any bond presently made by or on behalf of Assignor with respect to such portion, and agrees to substitute in place thereof each Assignee's bond with the State of Kansas.

6. Successors and Assigns. The terms, covenants and conditions contained in this Assignment are binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns, and such terms, covenants and conditions are covenants running with the land and with each subsequent transfer or assignment of the Interests or any part thereof.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Neither Assignor nor Assignee shall be bound until such time as both Assignor and Assignee have executed counterparts of this Assignment.

8. Unrecorded Agreements. The unrecorded agreements described on Exhibit B are referenced in the chain of title to the Leases. The Parties wish to clarify that all of the terms and conditions of the said unrecorded agreements have been fully performed and that said agreements are of no further force and effect. No party has any continuing rights or obligations under said unrecorded agreements which affect the title or ownership of the Leases.

-Signature Page Follows-

EXHIBIT A

Doherty Lease

Dated: September 4, 1980
Filed: September 5, 1980
Recorded: Book 281, Page 260
Lessors: Earl D. Doherty and Pearl E. Doherty, his wife
Lessee: Howard Paskowitz
Description: Northwest Quarter of Section 24, Township 17, Range 22, Miami County, Kansas

Joeckel Lease

Dated: March 28, 1980
Filed: March 28, 1980
Recorded: Book 279, Page 117
Lessors: Albert W. Joeckel and Frances Earlene Joeckel, his wife
Lessee: Robert Edwards
Description: Southwest Quarter and the South Half of the Southeast Quarter, Section 13, Township 17, Range 22, Miami County, Kansas

Harbison Lease

Date: June 28, 2012
Book/Page: Book 2012, Page 2919
Lessor: Darlene Sutherland Trust dated October 1991 and James E. Sutherland Trust dated July 1992
Lessee: Petroleum Production Corporation
Description: The North East Quarter, Section 6, Township 17 South, Range 22 East of the 6th PM, containing 160 acres, more or less, in Miami County, Kansas,

which lease was amended by and through that certain Addendum to Oil and Gas Lease dated July 10, 2013, and recorded in Book 2013 at Page 3514 in the office of the register of deeds for Miami County, Kansas; and was extended and clarified by and through that certain Notice of Extension of Oil and Gas Lease and Clarification of the Terms Thereof dated December 23, 2013, and recorded in Book 2013 at Page 6085 in the office of the register of deeds of Miami County, Kansas

EXHIBIT B

That certain Assignment of Oil and Gas Lease appearing in the Office of the Register of Deeds of Miami County, Kansas, between Town Oil company, Sub S Corporation, et. al., as Assignors, and RSFF, L.P., as Assignee, Recorded in Book 2014 at Page 00976 was made subject to an unrecorded "Purchase and Sale Agreement" dated December 12, 2013.

That certain Assignment of Oil and Gas Lease appearing in the Office of the Register of Deeds of Miami County, Kansas, between Town Oil company, Sub S Corporation, et. al., as Assignors, and Jericho Oil (Kansas) Corp., as Assignee, Recorded in Book 2014 at Page 00974 was made subject to an unrecorded "Purchase and Sale Agreement" dated December 12, 2013.

That certain Partial Assignment of Oil and Gas Lease appearing in the Office of the Register of Deeds of Miami County, Kansas, between RSFF, L.P., as Assignor, and Kansas Resource Development Company., as Assignee, Recorded in Book 2014 at Page 01354 was made subject to an unrecorded "Acquisition and Development Agreement dated as of November 14, 2013 between Assignee and Assignor."

That certain Partial Assignment of Oil and Gas Lease appearing in the Office of the Register of Deeds of Miami County, Kansas, between Jericho Oil (Kansas) Corp., as Assignor, and Kansas Resource Development Company., as Assignee, Recorded in Book 2014 at Page 01348 was made subject to an unrecorded "Acquisition and Development Agreement dated as of November 14, 2013 between Assignee and Assignor."

That certain Assignment of Oil and Gas Lease appearing in the Office of the Register of Deeds of Miami County, Kansas, between Petroleum Production Corporation, as Assignor, and RSFF, L.P., as Assignee, Recorded in Book 2014 at Page 02484 was made subject to an unrecorded "Exploration and Development Agreement" dated December 24, 2013.

That certain Assignment of Oil and Gas Lease appearing in the Office of the Register of Deeds of Miami County, Kansas, between Petroleum Production Corporation, as Assignor, and Jericho Oil (Kansas) Corp., as Assignee, Recorded in Book 2014 at Page 02483 was made subject to an unrecorded "Exploration and Development Agreement" dated December 24, 2013.

That certain Partial Assignment of Oil and Gas Lease appearing in the Office of the Register of Deeds of Miami County, Kansas, between RSFF, L.P., as Assignor, and Kansas Resource Development Company., as Assignee, Recorded in Book 2014 at Page 03438 was made subject to an unrecorded "Acquisition and Development Agreement dated as of November 14, 2013 between Assignee and Assignor."

That certain Partial Assignment of Oil and Gas Lease appearing in the Office of the Register of Deeds of Miami County, Kansas, between Jericho Oil (Kansas) Corp., as Assignor, and Kansas Resource Development Company., as Assignee, Recorded in Book 2014 at Page 03437 was made subject to an unrecorded "Acquisition and Development Agreement dated as of November 14, 2013 between Assignee and Assignor."

That certain Partial Assignment of Oil and Gas Lease appears in the Office of the Register of Deeds of Miami County, Kansas, between, as RSFF, L.P., Assignor, and Petroleum Production Corporation, as

Assignee, Recorded in Book 2016 at Page 02816 was made subject to an unrecorded "Exploration and Development Agreement" dated December 24, 2013.

That certain Partial Assignment of Oil and Gas Lease appears in the Office of the Register of Deeds of Miami County, Kansas, between, as Jericho Oil (Kansas) Corp., Assignor, and Petroleum Production Corporation, as Assignee, Recorded in Book 2016 at Page 02817 was made subject to an unrecorded "Exploration and Development Agreement" dated December 24, 2013.

ASSIGNMENT OF OIL AND GAS LEASES AND BILL OF SALE

STATE OF KANSAS

§

COUNTY OF MIAMI

§

§

ss.

This Assignment of Oil and Gas Leases (this "*Assignment*") is from Kansas Resource Development Company, a Nevada corporation, ("*Assignor*") to Justin Energy Corporation, a Kansas corporation ("*Assignee*"), whose address is 40971 W. 247th Street, Wellsville, KS 66092, and effective as of 12:01 a.m. (Central Time) on May 1, 2021 (the "*Effective Time*").

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Assignee all of Assignor's right, title and interest (real, personal, mixed, contractual or otherwise) in and to the following:

1) the oil and gas leases, leasehold interests, overriding royalty interests, rights and all other interests attributable or allocable to the oil and gas leases or leasehold interests (including, without limitation, any rights created by virtue of pooling, unitization, communitization, operating agreements, licenses, permits and other agreements) and other properties and interests described on Exhibit A attached hereto (the "Leases"), together with identical undivided interests in and to the property and rights incident thereto, including, without limitation, as of the Effective Time, all rights in, to, and under all licenses, farmouts, farmins, options, orders, and other contracts or agreements of a similar nature insofar as the same cover or relate to the Leases;

2) the wells, equipment, materials, fixtures and improvements on the Leases as of the Effective Time, or used or obtained exclusively in connection with the Leases or in connection with the production, treatment, sale or disposal of all crude oil, natural gas, casinghead gas, condensate, distillate, natural gas liquids and other liquid or gaseous hydrocarbons and all products refined or extracted therefrom, including, without limitation, helium, together with all minerals

produced in association with these substances ("Hydrocarbons") or waste produced therefrom or attributable thereto (collectively, the "Equipment");

3) to the extent not prohibited by third party contracts, the unitization, pooling and operating agreements, and the units created thereby which relate to the Leases or which relate to units or wells located on the Leases, including, without limitation, the units formed under orders, regulations, rules, and other official acts of any federal, state, municipal, local or similar governmental authority, regulatory or administrative agency or court ("Governmental Authority") having jurisdiction, together with any right, title, and interest created thereby in the Leases;

4) to the extent not prohibited by third party contracts, all of Assignor's right, title and interest in and to all contracts and contractual rights relating to the Property to the extent valid and subsisting;

5) the gathering lines, liquid and gas lines, taps, meters and all other equipment, supplies, machinery, materials or facilities appurtenant to or considered part of such lines used in connection with the Interests (the "Gathering System");

6) all rights-of-way, easements, and surface use leases appurtenant to the Leases and Gathering System;

7) to the extent not prohibited by third party contracts, equipment leases and rental contracts related to the Leases or used in connection with the production, treatment, sale or disposal of Hydrocarbons or waste produced therefrom or attributable thereto;

8) to the extent not prohibited by third party contracts, all lease files, land files, well files, product purchase and sale contracts, division order files, abstracts, reports, maps, logs, and well records contained in Assignor's files relating to the Interests; provided, that Assignor has rights to make and retain copies of such Records as Assignor may desire prior to the delivery of the Records to Assignee and access to the Records as Assignee may have in its possession in the future;

9) written permits, licenses, franchises, registrations, variances and approvals related to the Leases, issued by any Governmental Authority (to the extent the same are assignable); and

10) gas gathering agreements, gas processing agreements, contracts and other agreements of a similar nature used in connection with the Leases, the Equipment, and the Gathering System (to the extent the same are assignable).

TO HAVE AND TO HOLD the Interests subject to the following terms and conditions:

1. Disclaimers of Warranties.

(a) Effective as of the date hereof, the Interests are conveyed by Assignor "WHERE IS" and "AS IS", and without any warranty of title, express or implied, except Assignor does hereby warrant and forever defend all and singular title to the Interests unto Assignee, its successors and assigns against any claims made by, through or under Assignor, subject, however, to the following: (i) lessor's royalties, overriding royalties, production payments, and reversionary interests; (ii) sales contracts covering oil, gas or associated Hydrocarbons produced from the

Interests; (iii) preferential rights to purchase and required third party consents to assignments and similar agreements with respect to which (A) waivers or consents have been obtained from the appropriate parties prior to the date hereof, or (B) required notices have been given to the holders of such rights and the appropriate time period for asserting such rights expired without an exercise of such rights prior to the date hereof; (iv) liens for current taxes or assessments not yet due as of the date hereof; (v) all rights to consent by, required notices to, filings with, or other actions by governmental agencies in connection with the sale or conveyance of oil and gas leases or interests therein or the sale of production therefrom if the same are customarily obtained subsequent to such sale or conveyance; (vi) easements, rights-of-way, servitudes, permits, surface leases, and other rights in respect of surface operations on or over any of the Interests which do not operate to materially interfere with current operations on the Interests; (vii) liens of operators relating to obligations not yet due or pursuant to which Assignor is not in default, and materialmen's, mechanics, repairmen's, or other similar liens or charges arising in the ordinary course of business incidental to construction, maintenance or operation of the Interests and with respect to which Assignor is not in default.

(b) **EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT OR IN THIS ASSIGNMENT, WITHOUT LIMITING THE GENERALITY OF CLAUSE (a) ABOVE, ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIMS AND NEGATES ANY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO (i) MERCHANTABILITY OF THE INTERESTS, (ii) FITNESS OF THE INTERESTS FOR ANY PARTICULAR PURPOSE, (iii) CONDITION OF THE INTERESTS, (iv) CONFORMITY OF THE INTERESTS TO MODELS OR SAMPLES OF MATERIALS AND (v) TITLE TO THE INTERESTS.**

2. Monies and Proceeds.

(a) ASSIGNOR EXPRESSLY EXCEPTS FROM THIS CONVEYANCE, AND RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, all monies or proceeds (including refunds of taxes or gas marketing costs) held in suspense by, due from or determined and decreed to be due from, any Governmental Authority or taxing authority (whether local, state or federal), pipeline, gatherer or producer of oil, gas or casinghead gas products that are attributable to production from the Interests prior to the Effective Time, and all right, title and interest in and to such refunds, proceeds, refunds, suspense funds and choses in action therefor, are hereby retained by Assignor, its successors and assigns, and excepted from this Assignment.

(b) Assignor shall be entitled to the proceeds of all Hydrocarbons, plant products and residue gas produced or attributable to the Interests and saved for any period prior to the Effective Time, and shall be entitled to the volume of natural gas, natural gas liquids, condensate, liquid Hydrocarbons and other constituents which is contained in the Gathering System associated with production from the Interests and applicable pipelines, if any, as of the Effective Time, all at the prices specified in the Purchase and Sale Agreement. Assignee shall be entitled to the proceeds of Hydrocarbons, plant products and residue gas produced or attributable to the Interests and saved for any period after the Effective Time.

3. Agreements. This Assignment is made subject to and is burdened by the terms, covenants and conditions contained in all valid and subsisting licenses, farmouts, farmins, options, orders, and other contracts or agreements of a similar nature, included in the definition of Interests, that

will be binding on Assignee following the date of this Assignment or otherwise burden the Interests, and Assignee agrees to be bound by and assume the obligations arising thereunder.

4. Compliance with Laws. This Assignment is made subject to all applicable laws, statutes, ordinances, rules, regulations, codes, or binding judicial precedents that are legally promulgated or issued by any Governmental Authority. Assignee hereby assumes, and does hereby agree to become responsible for, the plugging and abandoning of any well(s) for which Assignor is responsible and for any reclamation of the lands after plugging and abandoning operations are completed on any such well(s), and that at such time as any such well(s) covered by the Lease assigned hereby are abandoned, such will be properly plugged in accordance with the applicable rules and regulations of the State of Kansas or other jurisdictional authorities and provisions of the Leases, if any, effective at the time the well(s) are plugged and abandoned. Further, Assignee does hereby agree to register this Assignment to Assignee with the appropriate agencies having jurisdiction over oil and gas operations and shall obtain the release of the Leases conveyed by this Assignment from any bond presently made by or on behalf of Assignor with respect to such portion, and agrees to substitute in place thereof each Assignee's bond with the State of Kansas.

6. Successors and Assigns. The terms, covenants and conditions contained in this Assignment are binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns, and such terms, covenants and conditions are covenants running with the land and with each subsequent transfer or assignment of the Interests or any part thereof.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Neither Assignor nor Assignee shall be bound until such time as both Assignor and Assignee have executed counterparts of this Assignment.

8. Unrecorded Agreements. The unrecorded agreements described on Exhibit B are referenced in the chain of title to the Leases. The Parties wish to clarify that all of the terms and conditions of the said unrecorded agreements have been fully performed and that said agreements are of no further force and effect. No party has any continuing rights or obligations under said unrecorded agreements which affect the title or ownership of the Leases.

-Signature Page Follows-

EXECUTED on this 20 day of MAY, 2021, but effective as of the Effective Time.

ASSIGNOR

Kansas Resource Development Company

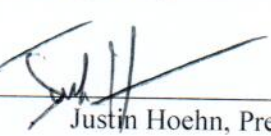
BY: _____


Bradley Kramer, Chief Operating Officer

ASSIGNEE

Justin Energy Corporation

BY: _____


Justin Hoehn, President

STATE OF KANSAS §
 §
COUNTY OF MIAMI §

This instrument was acknowledged before me this 20 day of MAY, 2021 by Bradley Kramer, Chief Operating Officer of Kansas Resource Development Company, on behalf of said company.

Phillip Frick

Notary Public



STATE OF KANSAS §
 §
COUNTY OF MIAMI §

This instrument was acknowledged before me this 20 day of MAY, 2021 by Justin Hoehn, President of Justin Energy Corporation, on behalf of said company.

Phillip Frick

Notary Public



EXHIBIT A

Doherty Lease

Dated: September 4, 1980
Filed: September 5, 1980
Recorded: Book 281, Page 260
Lessors: Earl D. Doherty and Pearl E. Doherty, his wife
Lessee: Howard Paskowitz
Description: Northwest Quarter of Section 24, Township 17, Range 22, Miami County, Kansas

Joeckel Lease

Dated: March 28, 1980
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Lessors: Albert W. Joeckel and Frances Earlene Joeckel, his wife
Lessee: Robert Edwards
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Harbison Lease

Date: June 28, 2012
Book/Page: Book 2012, Page 2919
Lessor: Darlene Sutherland Trust dated October 1991 and James E. Sutherland Trust dated July 1992
Lessee: Petroleum Production Corporation
Description: The North East Quarter, Section 6, Township 17 South, Range 22 East of the 6th PM, containing 160 acres, more or less, in Miami County, Kansas,

which lease was amended by and through that certain Addendum to Oil and Gas Lease dated July 10, 2013, and recorded in Book 2013 at Page 3514 in the office of the register of deeds for Miami County, Kansas; and was extended and clarified by and through that certain Notice of Extension of Oil and Gas Lease and Clarification of the Terms Thereof dated December 23, 2013, and recorded in Book 2013 at Page 6085 in the office of the register of deeds of Miami County, Kansas

EXHIBIT B That certain Assignment of Oil and Gas Lease appearing in the Office of the Register of Deeds of Miami County, Kansas, between Town Oil company, Sub S Corporation, et. al., as Assignors, and RSFF, L.P., as Assignee, Recorded in Book 2014 at Page 00976 was made subject to an unrecorded "Purchase and Sale Agreement" dated December 12, 2013.

That certain Assignment of Oil and Gas Lease appearing in the Office of the Register of Deeds of Miami County, Kansas, between Town Oil company, Sub S Corporation, et. al., as Assignors, and Jericho Oil (Kansas) Corp., as Assignee, Recorded in Book 2014 at Page 00974 was made subject to an unrecorded "Purchase and Sale Agreement" dated December 12, 2013.

That certain Partial Assignment of Oil and Gas Lease appearing in the Office of the Register of Deeds of Miami County, Kansas, between RSFF, L.P., as Assignor, and Kansas Resource Development Company., as Assignee, Recorded in Book 2014 at Page 01354 was made subject to an unrecorded "Acquisition and Development Agreement dated as of November 14, 2013 between Assignee and Assignor."

That certain Partial Assignment of Oil and Gas Lease appearing in the Office of the Register of Deeds of Miami County, Kansas, between Jericho Oil (Kansas) Corp., as Assignor, and Kansas Resource Development Company., as Assignee, Recorded in Book 2014 at Page 01348 was made subject to an unrecorded "Acquisition and Development Agreement dated as of November 14, 2013 between Assignee and Assignor."

That certain Assignment of Oil and Gas Lease appearing in the Office of the Register of Deeds of Miami County, Kansas, between Petroleum Production Corporation, as Assignor, and RSFF, L.P., as Assignee, Recorded in Book 2014 at Page 02484 was made subject to an unrecorded "Exploration and Development Agreement" dated December 24, 2013.

That certain Assignment of Oil and Gas Lease appearing in the Office of the Register of Deeds of Miami County, Kansas, between Petroleum Production Corporation, as Assignor, and Jericho Oil (Kansas) Corp., as Assignee, Recorded in Book 2014 at Page 02483 was made subject to an unrecorded "Exploration and Development Agreement" dated December 24, 2013.

That certain Partial Assignment of Oil and Gas Lease appearing in the Office of the Register of Deeds of Miami County, Kansas, between RSFF, L.P., as Assignor, and Kansas Resource Development Company., as Assignee, Recorded in Book 2014 at Page 03438 was made subject to an unrecorded "Acquisition and Development Agreement dated as of November 14, 2013 between Assignee and Assignor."

That certain Partial Assignment of Oil and Gas Lease appearing in the Office of the Register of Deeds of Miami County, Kansas, between Jericho Oil (Kansas) Corp., as Assignor, and Kansas Resource Development Company., as Assignee, Recorded in Book 2014 at Page 03437 was made subject to an unrecorded "Acquisition and Development Agreement dated as of November 14, 2013 between Assignee and Assignor."

That certain Partial Assignment of Oil and Gas Lease appears in the Office of the Register of Deeds of Miami County, Kansas, between, as RSFF, L.P., Assignor, and Petroleum Production Corporation, as

Assignee, Recorded in Book 2016 at Page 02816 was made subject to an unrecorded "Exploration and Development Agreement" dated December 24, 2013.

That certain Partial Assignment of Oil and Gas Lease appears in the Office of the Register of Deeds of Miami County, Kansas, between, as Jericho Oil (Kansas) Corp., Assignor, and Petroleum Production Corporation, as Assignee, Recorded in Book 2016 at Page 02817 was made subject to an unrecorded "Exploration and Development Agreement" dated December 24, 2013.