KOLAR Document ID: 1580184

Kansas Corpora Oil & Gas Conse	April 2019				
REQUEST FOR CHANGE OF OPERATOR All blanks must be Signed All blanks must be Filled TRANSFER OF INJECTION OR SURFACE PIT PERMIT Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,					
Check applicable boxes: MUST be submitt					
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:				
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:				
Gas Gathering System:					
Saltwater Disposal Well - Permit No.:	Lease Name:				
Spot Location: feet from N / S Line	Sec Twp R E W				
feet from E / W Line	Legal Description of Lease:				
Enhanced Recovery Project Permit No.:					
Entire Project: Yes No	County:				
Number of Injection Wells**	Production Zone(s):				
Field Name:	Injection Zone(s):				
** Side Two Must Be Completed.					
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:				
	Date:				
Title:	Signature:				
New Operator's License No	Contact Person:				
New Operator's Name & Address:	Phone:				
	Oil / Gas Purchaser:				
New Operator's Email:	Date:				
Title:	Signature:				
Acknowledgment of Transfer: The above request for transfer of injection noted, approved and duly recorded in the records of the Kansas Corporation C Commission records only and does not convey any ownership interest in the a	Commission. This acknowledgment of transfer pertains to Kansas Corporation				
is acknowledged as	is acknowledged as				
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit				
Permit No.: Recommended action:	permitted by No.:				
 Date:	Date:				
Authorized Signature	Authorized Signature				
DISTRICT EPR F	PRODUCTION UIC				

Side Two

Must Be Filed For All Wells

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

A separate sheet may be attached if necessary.

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

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KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

	Form KSONA-
	July 2014
1	Form Must Be Typed
F	orm must be Signed
All b	lanks must be Filled

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

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

OPERATOR: License #	Well Location:			
Name:				
Address 1:	County:			
Address 2:	Lease Name: Well #:			
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:			
Contact Person:				
Phone: () Fax: ()				
Email Address:				
Surface Owner Information:				
Name:	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.			
Address 1:				
Address 2:				
City: State: Zip:+				

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

Select one of the following:

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

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

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

Date: ______ Signature of Operator or Agent: ______



7424 S Lewiston St. Aurora, CO 80016 303-906-1107 brady@elevateenergy.ltd

May 5th, 2021

- To: Lario Oil & Gas Company 301 S Market St. Wichita, KS 67202
- Re: Hanna 'C', Coldwater-Hanna, and Wasinger 'A' Purchase Offer Sec. 14 & 23, T14S-R31W, Gove County, KS and Sec. 11, T20S-R33W, Scott County, KS

Pursuant to prior discussions and negotiations, this Letter Agreement ("Agreement") between Elevate Energy Ltd., a Colorado LLC located at 7424 S Lewiston St, Aurora, CO 80016 ("Buyer") and Lario Oil and Gas Company, a Kansas corporation located at 301 S Market St., Wichita, KS 67202 ("Seller"), when signed and returned by Seller, shall serve to confirm acceptance of the purchase offer to sell up to 100% working interest of the Hanna 'C', Coldwater-Hanna, and Wasinger 'A' leases, contracts, wells, equipment, materials, and other personal property ("Assets") for the cash consideration of **\$85,000**. The terms and conditions of the sale are described below:

- 1. Seller agrees to deliver all rights, title and interest in the Assets, free and clear of all liens, mortgages, encumbrances, or other claims of any nature.
- 2. Assets are further described as the Hanna 'C' oil and gas lease(s) covering, but not limited to, the SW/4 of Sec. 14-T14S-R31W, Gove County, KS, the Coldwater-Hanna oil and gas lease(s) covering, but not limited to, the SE/4 of Sec. 14 and the NE/4 of Sec. 23-T14S-R31W, Gove County, KS, and the Wasinger 'A' oil and gas lease(s) covering, but not limited to, the NE/4 Sec. 20-T11S-R23W, Scott County, KS; the Hanna 'C' 1-14 (API# 15-063-21979), the Coldwater Hanna 1-23 (API# 15-063-22045), and the Wasinger 'A' 1-11 (API# 15-171-20211-0001), all associated downhole and surface equipment, surface use agreements, saltwater disposal agreement(s), associated salt water disposal equipment and infrastructure, and all governing contracts, materials and other personal property as pertains to the aforementioned lease(s) and wells.
- 3. Any 3D seismic owned by Seller covering the Wasinger A lease(s) in Scott County, KS is included in this sale and is considered an Asset. Any 3D seismic owned by Seller covering the Hanna 'C' and Coldwater-Hanna lease(s) is NOT included in this sale and is NOT considered an Asset. All other well data, production data, land data, geologic data, and other pertinent information directly concerning the Assets is considered part of the sale and will be made available by Seller to the Buyer at least two weeks prior to the effective date.
- 4. Buyer agrees to purchase the Assets for \$85,000 on the basis of delivering 100% working interest. Seller agrees to offer all non-operated working interest owners in the Assets the opportunity to sell alongside Seller at the same price and terms. Seller agrees to act as an intermediary between Buyer and all such interested parties. Should Seller be unable to deliver 100% working interest, the purchase price will be proportionately reduced per property at the following breakdown: Hanna 'C' 100% working interest value is \$6,500; Coldwater-Hanna 100% working interest value is \$6,500, and the Wasinger 'A' 1-11 100% working interest value is \$72,000. Seller will deliver the working interest at the current net revenue interest.
- 5. The interests will be delivered in a mutually acceptable form of assignment. Any intermediary assignments taken by Seller and its non-operated working interest owners participating in the sale will be taken with a similar form.
- 6. Seller acknowledges that Buyer is entering into this Agreement with the expressed intention of becoming the operator of the Assets on the effective date. Should the operations of the Assets not be delivered on the effective date, for any reason whatsoever, including any existing working

interest owner in the Assets, participating in this Agreement or not, unwilling to elect Buyer as the new operator, this Agreement will terminate with no recourse or compensation to Seller.

- 7. The effective date of the sale will be set for June 1st, 2021. This date can be adjusted if mutually agreed upon in writing by Buyer and Seller. The closing date of the sale will be mutually agreed upon by Buyer and Seller.
- 8. Seller agrees to produce and operate the Assets up to the effective date in a manner as to preserve and deliver held-by-production underlying oil and gas leases.
- 9. Buyer and Seller will allow for an adjustment to the final closing cost for Seller's share of the marketable oil in the stock tanks and Seller's share of 2021 ad valorem taxes (to be estimated off the actual 2020 ad valorem tax amount) as of the effective date. Buyer and Seller agree to settle the post-closing adjustments within 60 days after the effective date.
- 10. Upon acceptance of this Agreement, Seller agrees to give Buyer full access to the Assets and all pertinent information as defined in paragraph 3 in order for Buyer to run its due diligence on the Assets. Buyer may request an adjustment to purchase price or terminate the deal entirely should it uncover any defects to title, equipment, production, wellbore integrity, or any other issue whatsoever.
- 11. Buyer will assume the Seller's share of plugging and environmental liabilities. Buyer will not assume any accounting liabilities from Seller.
- 12. Upon the closing of this deal and successful transfer of Assets from Seller to Buyer, Seller agrees to release Buyer from the Confidentiality Agreement dated April 5th, 2021, and upon the closing of this deal, no information or data delivered with the Assets is to be considered covered by said Confidentiality Agreement.
- 13. Upon signed acceptance of this Agreement, it shall govern the transaction of the Assets through the post-closing adjustment, after which time it shall terminate.

This Agreement will be invalid if not accepted, signed, and returned to Buyer by May 14th, 2021. Please confirm your agreement with the foregoing by signing this Agreement in the space provided below and returning to the undersigned at your earliest convenience.

Sincerely.

Brady Pfeiffer, Managing Member

Accepted and Agreed to this 12th day of May, 2021:

BT

Mechanel W. O Strangh nos

Lario Oil and Gas Company,

Title: CEO