KOLAR Document ID: 1568288

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:	1				
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:				
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:				
Gas Gathering System:	Lease Name:				
Saltwater Disposal Well - Permit No.:					
Spot Location:feet from N / S Line	SecTwpRE				
feet from E / W Line	Legal Description of Lease:				
Enhanced Recovery Project Permit No.:	County:				
Entire Project: Yes No					
Number of Injection Wells**	Production Zone(s):				
Field Name:					
** Side Two Must Be Completed.	Injection Zone(s):				
Surface Pit Permit No.:	feet from N / S Line of Section				
(API No. if Drill Pit, WO or Haul)	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	authorization, surface pit permit # has been				
noted, approved and duly recorded in the records of the Kansas Corporation 0	Commission. This acknowledgment of transfer pertains to Kansas Corporation				
Commission records only and does not convey any ownership interest in the a	above injection well(s) or pit permit.				
is acknowledged as	is acknowledged as				
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit				
Permit No.: Recommended action:	permitted by No.:				
Date:	Date:				
Date: Authorized Signature	Authorized Signature				
DISTRICT	PROPULATION				
DISTRICT EPR I	PRODUCTION UIC				

KOLAR Document ID: 1568288

Side Two

Must Be Filed For All Wells

KDOR Lease No	D.:		_		
* 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 _		
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		FSL/FNL	FEL/FWL		
			FEL/FWL _		
			FEL/FWL _		
			FEL/FWL		

A separate sheet may be attached if necessary.

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

KOLAR Document ID: 1568288

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 #	Well Location:		
Name:			
Address 1:			
Address 2:			
City:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of		
Contact Person:	the lease below:		
Phone: () Fax: ()			
Email Address:			
Surface Owner Information:			
Name:			
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the		
Address 2:	county, and in the real estate property tax records of the county treasurer.		
City:			
are preliminary non-binding estimates. The locations may be entered select one of the following:	on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.		
☐ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be	Act (House Bill 2032), I have provided the following to the surface clocated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form to being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.		
KCC will be required to send this information to the surface of	acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this as of the surface owner by filling out the top section of this form and a KCC, which is enclosed with this form.		
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CF	ng fee with this form. If the fee is not received with this form, the KSONA-1P-1 will be returned.		
I hereby certify that the statements made herein are true and correct t	to the best of my knowledge and belief.		
Date: Signature of Operator or Agent:	Title:		



STATE OF KANSAS, NEOSHO COUNTY, SS KATHY MILNER REGISTER OF DEEDS

Book: 554 Page: 496

Receipt#: 1024597 Pages Recorded 6 Recording Fee: \$106.00

Kather Milner Date Recorded: 3/31/2021 10:18:09 AM

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, RJ ENERGY, LLC, a Kansas Limited Liability Company, hereinafter called Assignor, does hereby sell, assign, transfer and set over unto PRAIRIE ENERGY PARTNERS LP, a Missouri Limited Partnership, hereinafter called Assignee, all of Assignor's right, title and interest in and to the Oil and Gas Leases described on Exhibit A attached hereto, situated in County, Kansas, together with a like interest in and to all the rights incident and appurtenant thereto and the personal property, fixtures and equipment thereon, appurtenant thereto, or used or obtained in connection therewith, and a like interest in and to all of the oil, gas and other minerals in and under or now or hereafter produced from, or stored on, the said leases and any of them, insofar as said leases are described in said Exhibit A.

FOR THE SAME CONSIDERATION, Assignor covenants with the Assignee, its successors and assigns, that Assignor is the lawful owner of and has good title to the said leases and to the estate, right, title and interest in the above-assigned leases, and each and every one of them, as described in said Exhibit A, free and clear of all liens, encumbrances or adverse claims.

day of March, 2021. Executed this

RJ ENERGY, LLC

Jolgata Kent,

STATE OF KANSAS, ANDERSON COUNTY } ss:

SUBSCRIBED and ACKNOWLEDGED before me on the / March, 2021, by Joleata Kent, member of RJ Energy, LLC, a Kansas Limited Liability Co., for and on behalf of the company.

My appointment expires

EXHIBIT A

Attached to and being a part of Assignment of Oil and Gas Leases from RJ Energy, LLC to Prairie Energy Partners, LP

LONG:

Lessor:

Alvin L. Long and Grace Long, his wife

Lessee:

Missouri Lead - Zinc Company

Dated:

July 5, 1978

Recorded:

August 22, 1978, in Book 76M of Leases, at page 233/234 in Neosho County and on August 29, 1978, in Book 93, at page 549 in Crawford

County

Legal:

The East Half (E%) of the Northeast Quarter (NE%) of Section 27, Township 30 South, Range 21 East of the 6th P.M. in Neosho County, Kansas; and, the Northwest Quarter (NW%) of Section 26, Township 30 South, Range 21 East of the 6th P.M., except a tract

21 East of the 6th P.M., except a tract beginning at a point 724 feet north of the southwest corner of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), thence East 253 feet, thence North 200 feet, thence West 253 feet, thence South 200 feet to the point of beginning; also except the east 10 acres of the East Half (E½) of the Northwest Quarter (NW¼) of Section 26, Township 30 South, Range 21 East of the 6th P.M., in

Crawford County, Kansas

Net Revenue Interest: 0.78 of the whole

SARTIN:

Lessor:

Frankey D. Sartin and Dorothy M. Sartin, his

wife

Lessee:

Missouri Lead - Zinc Company

Dated:

April 28, 1978

Recorded:

July 26, 1978, in Book 76M of Leases, at

page 143/144 in Neosho County and in Book 93,

at page 293 in Crawford County

Legal:

The West Half (W½) of the Southwest Quarter (SW½) of Section 26, Township 30 South, Range 21 East of the 6th P.M. in Crawford County, Kansas; and, the East Half (E½) of the Southwest Quarter (SE½) Section 27. Township

Southeast Quarter (SE%) Section 27, Township 30 South, Range 21 East of the 6th P.M. in

Neosho County, Kansas

Net Revenue Interest: 0.78 of the whole.

HILLER:

Lessor: John M. Hiller and Martha Jane Hiller, his

wife

Lessee: Missouri Lead - Zinc Company

Dated: March 30, 1978

Recorded: July 11, 1978, in Book 76M of Leases, at

page 75/76 in Neosho County and in Book 93,

at page 207 in Crawford County

Legal: The West Half (W%) of the Northwest Quarter

(NW¼) of Section 35, Township 30 South, Range 21 East of the 6th P.M. in Crawford County, Kansas; and, the East Half (E½) of the Northeast Quarter (NE¼) and the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼)

and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 34,

Township 30 South, Range 21 East of the 6th

P.M. in Neosho County, Kansas

Net Revenue Interest: 0.78 of the whole.

DEVLIN:

Lessor: William M. Devlin and Mary N. Devlin, his

wife

Lessee: Missouri Lead - Zinc Company

Dated: April 10, 1978

Recorded: October 18, 1978, in Book 10 of Leases, at

page 169

Legal:

Lots 2, 3 and 4; and the North Half (N½) of the Southeast Quarter (SE¾) of the Northwest Quarter (NW¾); and the North Half (N½) of the Southwest Quarter (SW¾); and the Southwest Quarter (SW¾) of the Northwest Quarter (NW¾); and the South Half (S½) of the Southeast Quarter (SE¾) of the Northwest Quarter (NW¾); all in Section 3, Township 31 South, Range 21 East of the 6th P.M., Labette County,

Kansas.

Net Revenue Interest: 0.78 of the whole.

MCGOWN:

Lessor: Gerald R. McGown and Linda J. McGown, his

wife

Lessee: Missouri Lead - Zinc Company

Dated: January 12, 1979

Recorded: March 6, 1979, in Book 10 of Leases, at

page 228

Legal: The East Half (E%) of the Southeast Quarter

(SE%) of Section 4; and the South Half (S%) of the Southwest Quarter (SW%) of Section 3; all in Township 31 South, Range 21 East of

the 6th P.M., Labette County, Kansas.

Net Revenue Interest: 0.78 of the whole.

MCKINZIE:

Lessor: Vida McKinzie, a widow

Lessee: Hickory Creek Oil Company

Dated: August 14, 1979

Recorded: August 21, 1979, in Book 11 of Leases, at

page 43

Legal: I. The North Half (N½) of the Northwest

Quarter (NW¼) of the Southwest Quarter (SW¼)

and the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest

Quarter (SW¼) of Section 15, Township 31 South, Range 21 East of the 6th P.M., except the following 3 tracts:

- (1) Beginning at a point 52.2 feet east of the northwest corner of the Southwest Quarter (SW%) of Section 15, thence East 145.8 feet, thence South 208 feet, thence West 208 feet, thence North 93.6 feet, thence East 52.2 feet, thence North 104.4 feet to place of beginning;
- (2) Beginning at a point 208 feet east of the northwest corner of the Southwest Quarter (SW%) of Section 15, thence East 199.7 feet, thence South 228 feet at an angle of 91°19" [sic], thence West 407.7 feet at an angle of 88°41" [sic] and parallel to the north line of the Southwest Quarter (SW%), thence North 20 feet at an angle of 91°19" [sic], thence East 208 feet at an angle of 88°41" [sic] and parallel to the north line of the Southwest Quarter (SW%), thence North 208 feet to the place of beginning; and,
- (3) Beginning at the northeast corner of the Northwest Quarter (NW $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{2}$), thence South 660 feet, thence West 528 feet, thence North 660 feet, thence East 528 feet to the place of beginning.
- II. Lot 4 in Section 16, Township 31 South, Range 21 East of the 6th P.M.; and,
- III. That part of Lot 5 in Section 16, Township 31 South, Range 21 East of the 6th P.M., described as beginning at the southwest corner of Lot 5, thence North along the west line of Lot 5 to the north line of the South Half (S½) of the Southeast Quarter (SE¼), thence East 320 feet to the west bank of Hickory Creek, thence South along west bank 1360 feet to the south line of Section 16, thence West to the point of beginning.

"It is the intent of this lease to cover and include all of the lands owned by Lessor in Sections 15 and 16 in Township 31 South, Range 21 East, Labette County."

and all of said lands lying in Labette

County, Kansas

Net Revenue Interest: 0.78 of the whole.

WAMSLEY:

Lessor:

Raymond F. Wamsley and Alice C. Wamsley, his

wife

Lessee:

Missouri Lead - Zinc Company

Dated:

October 25, 1978

Recorded:

July 23, 1979, in Book 11 of Leases, at page

7

Legal:

A tract of land commencing at a point 20 rods west of the northeast corner of Section 16, Township 31 South, Range 21 East of the 6th P.M., thence West 65 rods, thence South 80 rods, thence West 75 rods, thence South 40 rods, thence East 160 rods, thence North 100 rods, thence West 20 rods, thence North 20 rods to the point of beginning; and the South

Half (S½) of the South Half (S½) of the Northeast Quarter (NE½) of Section 16,

Township 31 South, Range 21 East of the 6th

P.M., Labette County, Kansas

Net Revenue Interest: 0.78 of the whole.

It is the intent of this assignment of leases to include all of the right, title and interest of Assignor in not only the leases specifically described above, but any other lease or interest in any lease which covers any of the real estate, or any part thereof, above described in this exhibit.

The state of the s	(PRODUCERS 88 - REVISED)	
THIS AGREEMENT made and entered into this	29 th	day of	June	19.78
y and between Paul C. Flaharty	and Bernice	Flaharty, his v	vife	, lessor (whether
me or mare), and Fissouri Lead - WHATESELES That the lessor, for and in consideration of uttoring of which is hereby aknowledged, and the c	ONE	Or MOPE		
nth nems, on which is hereby acknowledged, and the conditions of the production of the production of the production of the production and saving of oil, gus, gus condensate, gus to with oil until gus operations because or as a by-production way are maximum for laying gipe lines, to the products of the	is tiliate, casinghead gas duct of oil and gas, and lephone and telegraph i and privileges necessar	, casinghead gasoline, and all old d the exclusive right of injecting ines, tanks, power houses, statio ry, incident to or convenient in of structures thereon to produce, together, with any reversionary ris	ther gases and their constituent parts, and water, brine and other fluids and substa ins, ponds, roadways and other fixtures or the economical or efficient operation, alo	other minerals produced in contection, mores into the subsurface strata, with- structures for producing, treating and ne or conjointly with other lands, of water, unbeforces and the injection of water,
Neosho	, State of	Kansas	and described as follows, to v	vit:

All that part of the Townsite of Jacksonville located in the SE/4 of Section 34 -Township 30 South - Range 21 dest, Neosho County, being described as follows: Commencing at the Sh corner of the SE/4 of said section 34, thence north 60 rods, thence west 80 rods, thence south 60 rods, thence east 80 rods to the point of beginning. It is the intent of this lease to include all of the land now owned or hereinafter owned by the Lessor in the SE/4 of Section 34 and the Townsite of Jacksonville in said SE/4.

30 South 21 East

of Section. 34. Township 30 South Range 21 East , together with all submerged lands, accretions, strips and gores adjacent or contiguous thereto and owned or claimed by the lessor, which land shall, for the purpose of calculating the amount of any money payment permitted or required by the terms of this lease he considered as containing exactly 30. Acres, whether there is more or less.

To HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of submerged lease premises or operations for the drilling or production thereafter as oil, gas, gas condensate, gas distillate, casinghead gasoline, and other minerals may be produced from said lease premises or operations for the drilling or production thereafter as oil, gas, gas condensate, gas distillate, casinghead gasoline, and other minerals may be produced from said lease premises or operations for the drilling or production thereof are continued as hereinalter provided.

1. To deliver, free of cost, to the lessor at the well or to the credit of lessor into the pipe line to which lesse emay connect its well, an equal one-eighth (Vath) produced and saved from the lease premises or at the lesses's option to pay to the lessor from such one-eighth (Vath) the market price at the wellhead for oil of a like grade and gravity prevailing on the day such oil is run into the pipe line or storage tanks.

2. On gas, gas condensate, gas distillate, casinghead gas and all other gases, including their constituent parts, produced from said and sold or used off the lease premises or in the manufacture of gasoline or other products, lessee shall pay to lessor as sum equal to one-eighth (Vath) of the gross proceeds received from the sale of such produced substances where the saine is sold at the mouth of the well, but in no event more than one-eighth (Vath) of the narket value thereof at the mouth of the well, but in no event more than one-eighth (Vath) of the lessee premises or in the manufacture of gasoline or other production the vell, then one-eig

4. On all other minerals produced and marketed, lessee shall pay one-eighth (1/4th) of the current market price at the mouth of the well, but in no event more than one-eighth (1/4th) of the net proceeds of the sale thereof.

If any gas well on the lease premises produces dry gas in excess of that needed for operations hereunder, lessor shall have the privilege, at his sole risk, cost and expense, of chi surplus gas for stoves and inside lights in the principal dwelling located upon the lease premises. Notwithstanding any of the provisions aforesaid, lessee shall have free use distribute, contensate, gas, casinghead gas, casinghead gasoline and all other petroleum products, water and other minerals and materials from the lease premises, except water from wells and tunks, for all operations hereunder.

wise provided, shall terminate as to both parties unless the lessee, on or before that date, shall pay or tender to lessor or to lessor's credit in the...

6. If operations for the drilling of a well for oil or gas are not commenced on the lease premises on or before one (1) year from the date hereof, then this lease, except as other-

this lease by payment in advance of the sum of One Hundred Dollars (\$100.00) per year. No well shall be drilled nearer than 200 feet to any house or barn now on the premises without the consent of lesser.

9. Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interest therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or a multiple production allowable from any governmental agency having control over the conservation, to properly develop or operate the land and interests to be pooled, the production allowable from any governmental agency having control over the control of the production allowable from any governmental regulation or order shall be of abutting or cornering tracts and shall not exceed 640 acres for 9as, 9as distillate or 9as condensate and shall not exceed 80 acres for any other substance covered by this lease that the production of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of gooling" (filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is fixed unless a different effective date is specified in such declaration. In the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acresses effect any transfer of any tiles to any leasehold, royably or other interest pooled pursuant hereic on production from an area so pooled only such portion of the coyalises which, in the absence of such

interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

10. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in the connership of the land, rentals or royalties, however accomplished, shall operate or be contained to enlarge or increase the obligations or burdens of the lessee, or diminish its rights. Specifically, but not by way of limitation of the foregoing, the lessee shall not be required to offset wells on separate tracts into which the land covered by this lease may have a few or turnish separate measuring or receiving tanks. Notwithstanding any actual or constructive knowledge of or notice to the lessee, no change in the ownership of said land or the right to receive rentals or royalties hereunder, or any interest therein, however accomplished, shall be binding on the lessee (except at lessee's option) until thirty (30) adays after lessee has been furnished with written notice thereof, together with the supporting or interest. Such notice shall be supported by original or certified copies of all recorded documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. All advance payments of rentals made hereunder within thirty (30) days after receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, heir or successor to the lessor. In the event of an assignment or sublease of this lease as to segregated portions of the and above described the rental payment by one shall not affect the rights of the other leasehold owners.

11. In the event lessor considers that the lessee has failed to comply with any obligation have been and the provisions of the complex with any obligation hereunder.

11. In the event lessor considers that the lessee has failed to comply with any obligation hereunder, express or implied, lessor shall notify lessee in writing, specifying in what respect lessor claims lessee has breached this lease. The service of such notice and elapse of sixty (60) days without lessee meeting or commencing to meet the alleged breaches shall be a condition pracedent to any action by lessor for any cause. If, within sixty (60) days after the receipt of such notice lessee shall meet or commence to meet the breaches alleged by lessor, lessee, shall not be deemed in default hereunder.

12. If lessor owns a less interest than the entire fee or mineral estate (whether or not a lesser interest is stated above), the rentals and royalties herein provided shall be be lessor only in the proportion that his interest bears to the entire fee or mineral estate. If, however, during the term of this lease any reversion of interest to lessor should occur, then and in that event on the next succeeding rental anniversary after lessor shall have notified lessee of the occurrence of such reversion and shall have furnished lessee with satisfactory proof thereof, the precipit shall be increased to cover the additional interest to acquired by the lessor.

13. No sociologic hereof express or implied shall be subject to all federal and state laws and the orders, rules and regulations of all governmental agencies administering the same (and imperior and proportion shall the subject to all federal and state laws and the orders, rules and regulations of all governmental agencies administering the same (and imperior and proportion shall the interest to acquired by the lessor.)

13. No sociologic hereof express or implied shall be subject to all federal and state laws and the orders, rules and regulations of all governmental agencies administering the same (and imperior proportion shall the subject to all federal and state laws and the orders, rules and regulations of all governmental agencies administering the same (and im

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gall of regulate, bijs lesas, shall nevertheless be binding upon all lessors who do execute in that any beamy season within made by the lessee to the owner of any interest subject to hereing of the spots of any such party as a party-lessor for the purpose of walving homes and all exercises homes derayant and angest to defend the title to the land above described.	t. Notwithstanding any language herein to the contrary, it is expressly understand and agreed this lease shall be sufficient payment hereunder as to such interest notwithstanding the joinder tead, dower or inchosize rights of inheritance, if any.
and normal the three incompletes on the above described land in the event of default of a manufactor here the seed of the lessor may, the lessor puper the tessor may in the lessor may be lessor that leave. IN WITHEST WHEREOF, we sign this as of the day and year first above written.	and and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, payment by the lessor and the lessee shall be subrogated to the rights of the holder thereof, at lessee's option, be deducted from any amounts of money which may become due or payable to
See Exhibit MAN attached herete and made a part hereof	Bernice Flaharty
	J.
STATE OF Kansas COUNTY OF Crawford ss.	ACKNOWLEDGMENT, Applicable for lands in Oklahoms, Kansas, Nebraska, North and South Dakota, Arizons, Colorado, Indiana, Mississippi, Oregon, Wyoning, and/or New Mexico.
BE IT REMEMBERED, That on this 28th day of forward County and State, personally appeared Paul C. F	September A. D., 1978, before me, a Notary Public in and Flaharty and Bernice Flaharty, his wife
to me known to be the	e identical person_S described in and who executed the within 7 executed the same as their free and voluntary act and
deed for the wees and burposes therein set forth.	signature and affixed my notarial seal, the day and year first
My Constitution sepires October 27, 1980	Jack L. Keane Notary Public
	3,11103
EASE	ss. 1. 19 7. 1. recorded Orderk. Deputy
S LE	County Ocumba
AND GAS FROM C. Offall Block Addition Rate Ag Rate Ag Rate Ag Rate Ag Cour	i was file of the state of the
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" Offick I Aden. " Celvin Fleherty T Offick I Broduction " dean't wracher V Pres. Hickory Out. " assign OCH " Hickory Creek ect co	To Dickory Creel vil Co. See yol. 78 m \$9267-278 To Dickory Creel vil Co. See yol. 79 m \$9267-278 See yol. 79 m \$9.261 See yol. 80 m \$9.570-572 See yol. 80 m \$9.50-305 See yol. 95 m \$9.200-205 To Daco Fernance, In . See yol. 95 m \$9.230-205 To Edwer II. Ibon \$9.40 Dev Vil. 96 m \$9.639-643
	o Edward I. Long. 10 Da Val. 96 M 39-643
" Sechordination agreement For Edward Il. Here go To	o mercentile Just Co. See Val. 97 M Pg. 146 merentile But & Just Co. See Val. 98 m Gg. 631-635
Jews Statem for Thanklin County Mich. Could To Jewish Entry & Julymost for Mercentile Boych & Thurst Co. 7 asmot O.R.P. fr. Michael Create Cil. G. To asmot O.R.P. fr. Hickory Create Cil. G. To asmo O.R.P. fr. Michael Create Cil. G. To	The Puller but 99 M 99.131-220 o Inco Resources, In et al Su Val. 99 m 39.659-689 MBTC Envay Frest Su Val. 99 m 39.659-689
assign OGL by MBTC Edning on. To (take a province sie
assign & Company to Hanna Company - D	Raymond J. Freeman: "108M JJ. 261-264 traum Every. In. "108M Og. 497-501 Williams Societimes Estp "Hol 114M Pg 566-591
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, o processes to h	Fami Carpeter Sura Sulla 121m 08. 307-310 Garage Reese Juna Sulla 134m Pa 65-68

OPERATING AGREEMENT

Operator:

RH Capital-Beets, LLC

2015 Clara Drive

Jefferson City, MO 65101

Owners:

Prairie Energy Partners, LLC

2015 Clara Drive

Jefferson City, MO 65101

Effective Date: January 01, 2021

The Leases: Strauss Leases et al (See Exhibit A)

- 1). Designation of Operator. Operator is engaged hereunder by Owner to operate for the production of oil certain working interests in the Leases owned by Owner solely as an independent contractor operating under and governed by this Agreement. Operator shall maintain its good standing with the Kansas Corporation Commission, Oil and Gas Conservation Division, and shall be listed as the operator of record for the Leases with the Oil and Gas Conservation Divisions as to the Leases, subject to paragraph 9 below. However, Operator shall not incur any liability for plugging any of the wells located upon the Leases or obtain any Ownership of the Leases or any personal property located thereon as a result of this agreement or as the designation of Operator as the operator of record for the Leases with the Kansas Corporation Commission, Oil and Gas Conservation Division.
- 2. Standard of Performance. All work or services rendered or performed by Operator shall be done with due diligence, in a good and workmanlike manner, using skilled competent and experienced workmen and supervisors and in accordance with local oil and gas field practices. Operator shall comply with all laws, rules and regulations at all times and ensure that the Leases, all wells thereon, and any subcontractors hired to perform work upon the Leases comply with all laws, rules and regulations of any kind. All materials, equipment, supplies or manufactured articles furnished by Operator shall be new (unless otherwise approved by Owner), selected and used in accordance with good oilfield practice.
- 3. Operating Expenses and Production Revenue. All income and liabilities accrued and incurred

in the operation of the Leases shall be borne exclusively by Owner. During the term hereof, Operator will perform the work and services described fully on Exhibit "B" attached hereto and made a part hereof for all purposes. Any work provided or services performed by Operator which are not set forth on Exhibit "B" shall hereinafter be referred to as "Additional Services" and the performance and cost of any Additional Services must be approved by Owners in advance.

- **4. Necessary Equipment and Materials.** Except for Additional Services that are performed in accordance with an estimate approved by Owner, all estimates provided, and work and services performed by Operator shall be based and performed on a competitive contract basis at prevailing rates in the area where the work is being performed provided, however, the parties agree that the Rate Sheet shall govern as to items reflected thereon.
- **5. Administrative Fee and Reimbursement.** Owner shall pay Operator the amount set forth in Exhibit B, on the first of every month. To the extent Operator provides Additional Services, it shall also be entitled to payment and/or reimbursement for costs and expenses of such Additional Services based on the approved estimate.
- **6. Term.** This Agreement shall remain in full force and effect until either party shall elect to terminate said agreement pursuant to paragraph 9 hereof.
- 7. Insurance. Before commencing services hereunder, Operator shall purchase and maintain for the benefit of Owner and Operator such insurance specified in Exhibit A attached hereto and made a part hereof by this reference and shall name Owner as an additional insured upon such policy. Operator will provide Owner with a certificate of such insurance and will obtain same from a company that is satisfactory to Owner. At all times while operations are conducted hereunder, Operator shall comply with the workmen's compensation law of the State where the operations are being conducted. Operator shall require all contractors engaged in work on or for the Leases to comply with the workmen's compensation laws of the State where the operations are being conducted.

Any subcontractor retained by Operator (after obtaining authorization from Owner) to provide services must likewise procure such insurance and it is Operator's obligation to ensure that such insurance is in place by submitting copies of such subcontractor's insurance certificates to Owner. Failure of Operator to comply with this provision shall be considered a material breach of the Agreement.

8. Leases Burdens. Operator shall bear the responsibility for ensuring that all Leases covenants

and production requirements are complied with.

- **9. Termination of Agreement.** Either party may terminate this agreement at any time by delivering written notice to the other party not less than ninety (90) days prior to the desired termination date. Upon termination of this agreement each party shall be relieved of all duties and obligations arising subsequent to the date of termination. Upon the termination of this Agreement Owner shall promptly designate a new operator with the Kansas Corporation Division, Oil and Gas Conservation Division for the Leases and all wells located thereon.
- 10. Mining Partnership. The liability of the parties shall be several, not joint or collective. Each Owner shall be responsible only for its obligations and shall be liable only for its proportionate share of the costs of developing and operating the Leases. It is not the intention of the parties to create, nor shall this agreement be construed as creating a partnership or association or to render them liable as partners or joint venturers. Owner agrees that Operator is assuming a fiduciary relationship to Owner in performing the terms of this agreement and shall also owe a duty to Owner of good faith and fair dealing. In its relations with Operator under this agreement, the Owner shall not be considered fiduciaries or to have established a confidential relationship to Operator but rather shall be free to act on an arm's-length basis in accordance with their own respective self-interest, subject, however, to the obligation of the Owner to act in good faith in their dealings with Operator with respect to activities hereunder. Operator shall not act as an agent for Owner, nor hold itself out as an owner of the Leases or as an agent of Owner possessing legal authority to bind Owner.
- 11. Further Development. No Owner shall cause any additional wells to be drilled upon the Leases without first giving all other Owner the opportunity to participate in the cost of drilling said well. No well which is producing in paying quantities shall be deepened, plugged, plugged back, re-completed or side-tracked without the written consent of all remaining Owner. Operator shall not have any authority to require additional development or to select the manner in which any additional development is completed or to select the contractors who are used.
- 12. Settlement of Claims. Operator shall not have the right to compromise, settle and adjust any claim for damages which may be made by any landowner or adjoining landowner, which damage may result from the operation of the wells located upon the Leases, without first obtaining Owners prior written consent to the proposed compromise or settlement
- 13. Force Majeure. If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to make monetary

payments, that party shall give prompt written notice to the other party of the *force majeure* with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as it is affected by the *force majeure*, shall be suspended during, but no longer than, the continuance of the *force majeure*. The affected party shall use all possible diligence to remove the *force majeure* as quickly as possible.

- **14. Counterparts.** This agreement may be executed in one or more counterparts as one agreement and shall be binding upon Operator and Owner, their heirs, devisees, legatees, administrators, executors, successors and assigns, when executed by Owner and Operator.
- 15. Joint Drafters. The parties shall be considered joint drafters of this Agreement so as not to construe this Agreement against one party as drafter more than the other.
- **16. Severability.** In the event that one or more of the provisions hereof shall be held to be illegal, invalid, or unenforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.
- **17. Amendments.** This Agreement may be amended or modified only by a written instrument executed by the owner and Operator.
- **18. Applicable Law**. This Agreement shall be governed, construed and enforced in accordance with the laws of Kansas. The venue of any action shall be in Greenwood County, Kansas.
- 19. Prior Agreements. This Agreement, as may be amended, and the exhibits attached hereto constitute the entire Agreement between Owner and Operator with respect to the operation of the Leases and supersedes all prior Agreements and understandings between the parties hereto relating to the subject matter hereof.
- **20. Waiver.** No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance of this Agreement shall be constructed as a consent or waiver to or of any subsequent breach or default in the performance by such other party of the same or any other obligations hereunder.
- 21. Notices. All notices permitted or required hereunder shall be deemed given upon depositing said notice in the United States mail postage prepaid addressed to the other party at the address shown above or such other address as may be subsequently designated by such party.

- **22. Time is of the Essence.** Both parties agree that time is of the essence in this Agreement and that all things to be done, must be done timely and that any delay in the performance of any obligation contained herein, no matter how slight, shall be deemed a material default under this Agreement.
- 23. Third Party Beneficiaries. The parties stipulate and agree that this Agreement is not intended for the benefit of any third parties and that there shall be no third-party beneficiaries to this Agreement who shall be entitled to enforce the terms of this agreement against either of the parties hereto.

This Operating Agreement shall be effective on the effective date shown above.

Operator: RH Capital-Beets LLC

By: /s/Troy D. Renkemeyer

Troy D. Renkemeyer Member-manager

Owner:

Prairie Energy Partners, LP

By: /s/Thomas J. Heckman

Thomas J. Heckman Member-manager

EXHIBIT A

(Description of oil and gas Leases to be Operated)

at page 293 in Crawford County

Legal: The West Half (W") of the Southwest Quarter

(SW%) of Section 26, Township 30 South, Range

21 East of the 6th P.M. in Crawford County,

Kansas; and, the East Half (E%) of the

Southeast Quarter (SE%) Section 27, Township

30 South, Range 21 East of the 6th P.M. in

Neosho County, Kansas

Net Revenue Interest:

0.78 of the whole.

HILLER:

Lessor:

John M. Hiller and Martha Jane Hiller, his wife

Lessee:

Missouri Lead - Zinc Company

Dated:

March 30, 1978

Recorded:

July 11, 1978, in Book 76M of Leases, at page 75/76 in Neosho County and in Book 93, at page 207 in Crawford County

County and in Book 93, at page 207 in Crawford County

The West Half (W%) of the Northwest Quarter (NW%) of Section 35, Township 30 South, Range

21 East of the 6th P.M. in Crawford County, Kansas; and, the East Half (E%) of the

Northeast Quarter (NE%) and the Northwest Quarter (NW%) of the Northeast Quarter (NE%) and the Northeast Quarter (NE¹L) of the Northwest Quarter (NW%) of Section 34, Township 30 South,

Range 21 East of the 6th P.M. in Neosho County, Kansas

Net Revenue Interest:

0.78 of the whole.

DEVLIN:

Lessor:

William M. Devlin and Mary N. Devlin, his wife

Lessee:

Missouri Lead - Zinc Company

Dated:

April 10, 1978

Recorded:

October 18, 1978, in Book 10 of Leases, at page 169
Quarter (SW%) of Section 15, Township 31 South, Range 21 East of the 6th P.M., except the following 3 tracts:

- (1) Beginning at a point 52 .2 feet east of the northwest corner of the Southwest Quarter (SW%) of Section 15, thence East 145.8 feet, thence South 208 feet, thence West 208 feet, thence North 93.6 feet, thence East 52 .2 feet, thence North 104.4 feet to place of beginning;
- Beginning at a point 208 feet east of the northwest corner of the Southwest Quarter (SW%) of Section 15, thence East 199.7 feet, thence South 228 feet at an angle of 91 ° 19 " [sic] , thence West 407.7 feet at an angle of 88 ° 41" [sic] and parallel to the north line of the Southwest Quarter (SWÅ) , thence North 20 feet at an angle of 91 ° 19" [sic] , thence East 208 feet at an angle of 88 ° 41" [sic] and parallel to the north line of the Southwest Quarter (SW%) , thence North 208 feet to the place of beginning; and,
- (3) Beginning at the northeast corner of the Northwest Quarter (NW%) of the Southwest Quarter (SW%), thence South 660 feet, thence West 528 feet, thence North 660 feet, thence East 528 feet to the place of beginning.

II. Lot 4 in Section 16, Township 31 South, Range 21 East of the 6th P.M.; and,

111. That part of Lot 5 in Section 16,

Township 31 South, Range 21 East of the 6th P.M., described as beginning at the southwest corner of Lot 5, thence North along the west line of Lot 5 to the north line of the South Half (S%) of the Southeast Quarter (SE%), thence East 320 feet to the west bank of Hickory Creek, thence South along west bank 1360 feet to the south line of Section 16, thence West to the point of beginning.

"It is the intent of this lease to cover and include all of the lands owned by Lessor in Sections 15 and 16 in Township 31 South, Range 21 East, Labette County." and all of said lands lying in Labette

EXHIBIT B

(fee schedule and Services to be provided by Operator)

Monthly operating/supervision charge for producing well: \$250.00 per well

Overhead charge for the drilling of a well: \$1000.00 per well

Daily charge for supervision of running surface and production casing, well completion, well recompletion and major service work on wells and facilities: \$550 per day plus mileage

EXHIBIT C

(Insurance to be carried by Operator)

GENERAL REQUIREMENTS

- A. Whether or not required by other provisions of the Contract, each of the insurance policies maintained by Operator must be endorsed as follows, in addition to any other requirements:
 - (i.) To provide to Operator thirty (30) days prior written notice of cancellation, reduction of coverage or material change.
 - (ii.) To provide adequate territorial limits for the location of the work performed under the Contract.
 - (iii.) Operator's insurance described below shall be endorsed to provide that the underwriters and/or insurers thereof waive their rights of subrogation against Owner.
 - (iv.) Owner shall be named on Operator's insurance described below as an additional insured (except with respect to Workers' Compensation Insurance).
- B. Operator shall furnish for approval by the other party appropriate certificates of insurance at the request of Owner. All said insurance coverage shall be maintained in force by Operator during the term of the Contract.
- C. All insurance shall be with an insurance company admitted to do business in the State where the services and work is to be performed and which has a Best's Insurance rating which is acceptable to Owner, to be determined in its sole discretion.

SPECIFIC INSURANCE REQUIREMENTS

A. Commercial General Liability Insurance. Occurrence form with minimum limits of liability for

bodily injury, death, and property damage of \$1,000,000 combined single limit per occurrence, and an aggregate annual minimum limit of \$2,000,000. Coverage shall include:

- (i.) Broad Form Blanket Contractual Liability specifically covering all liabilities and indemnifications assumed under this Agreement;
- (ii.) Independent Contractors Coverage for work let or sublet, with no exclusions, restrictions or limitations;
- (iii.) Premises/Operations;
- (iv.) Removal of any exclusions, restrictions, or limitation relating to explosion, collapse, or underground hazards.
- B. Commercial Automobile Liability Insurance. Minimum limits of liability for injury, death or property damage of \$1,000,000 combined single limit per occurrence; Coverage shall include:
 - (i.) Owned, hired and non-owned vehicles;

Operators's employees as Insureds.

Workers' Compensation and Employer's Liability Insurance. In accordance with statutory requirements of the states in which the work is being performed and complying with federal laws and requirements, with minimum Employer's Liability limits of \$1,000,000 per accident written to cover the employees of Operator. At minimum, Coverage shall include:

Occupational Disease;

(ii.) Voluntary Compensation;

Alternate Employer and Borrowed Servant Endorsements in favor of Owner;