

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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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: \_\_\_\_\_

**ASSIGNMENT BILL OF SALE AND CONVEYANCE**

STATE OF KANSAS                   §  
  §  
COUNTY OF WICHITA           §

KNOW ALL MEN BY THESE PRESENTS:

That **KAISER-FRANCIS OIL COMPANY**, whose address is 6733 S. Yale Ave., Tulsa, Oklahoma 74136 (hereinafter referred to as "Assignor"), for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto **High Plains Energy Partners, LLC**, whose address is 1515 Wynkoop, Suite 700, Denver, CO, 80202 (hereinafter referred to as "Assignee"), its successors and assigns, all of Assignor's undivided interests in and to the lands, Leases (as hereinafter defined) and Wells (as hereinafter defined) described on Exhibit "A", including all of Assignor's leasehold interests, operating rights, reversionary interests, net profits interests, and any contractual rights and other similar or dissimilar interest in the lands, Leases and wells, together with rights in any pooled or unitized acreage by virtue of any lands covered by the Leases being a part thereof, and including, but not limited to, all of Assignor's right, title and interest in, to, under and derived from:

- (a) the oil, gas and mineral leases described in Exhibit "A" attached hereto and made a part hereof (the "Leases"), together with corresponding interests in and to all the property and rights incident thereto, including all rights in any pooled or unitized acreage by virtue of the Leases being a part thereof, all production from the pool or unit allocated to any such Leases, and all interests in any Wells (as defined herein) within the pool or unit associated with the Leases;
- (b) all oil wells and gas wells, water injection wells and other injection or disposal wells, temporarily abandoned wells, plugged and abandoned wells, and all other wells of every nature and kind located on or attributable to the Leases or the lands, specifically limited to the wells described on Exhibit "A" attached hereto and made a part hereof (the "Wells");
- (c) the equipment and other personal and mixed property, improvements, easements and rights-of-way, permits, licenses, servitudes and any other estates situated in or upon, or used, or held for future use in connection with the exploration, development and production of oil, gas and other minerals, sulfur, associated gas from any of the Leases or the treatment, storage or transportation of such substances therefrom, including wells, casing, tubing, derricks, tanks, batteries, boilers, separators, rods, pumps, flow lines, water lines, gas lines, buildings, fixtures, machinery, gas gathering or processing systems or pipelines, power lines, telephone and telegraph lines, and all other fixtures and improvements, currently located on the Leases or lands pooled therewith or located thereon as of the Effective Time (as hereinafter defined);
- (d) Assignor's rights and obligations resulting or derived from all Leases; joint operating agreements; oil, gas, liquids, casinghead gas and condensate purchase, sales, processing, gathering, treatment, compression, and transportation agreements; farmout or farmin agreements; joint ventures; dry hole, bottom hole, acreage contribution, purchase and acquisition agreements; area of mutual interest agreements; servicing contracts, surface leases, saltwater disposal agreements, or other interests appertaining to the Leases and all other executory contracts and

agreements; insofar as the foregoing relate primarily to the Properties (as hereinafter defined);

- (e) all rights, liabilities and obligations (whether accrued, unaccrued, known, unknown, inchoate, contingent, or otherwise and whether such rights and obligations arose or arise ex contractu, ex delicto, by statute, in equity, in personam, in rem or otherwise) (i) to gas balancing for both underproduction and overproduction (in kind, in cash, or otherwise), (ii) to make up gas or deliver gas for gas balancing, (iii) to revenue sharing, and (iv) to equitable accounting, in respect of imbalances resulting from the taking or non-taking of gas from the Wells or Leases at any time prior to, on, or after the Effective Time;
- (f) all easements, rights-of-way, licenses, authorizations, permits, servitudes, and similar rights and interests applicable to, or used in connection with, any or all of the above-described interests;
- (g) all oil, gas and associated liquid and gaseous hydrocarbons stored upon or produced from the Leases on and after the Effective Time; and,
- (h) all the rights listed herein are conveyed subject to any additional restrictions and reservations of rights that may be described on the Exhibits attached hereto, including, but not limited to, depth and/or term limitations;

(the properties and rights described above being collectively referred to herein as the "Properties"); it being the intent hereof to convey to Assignee all of Assignor's interest in and to the Properties listed in Exhibit "A" less and except the Excluded Properties (as hereinafter defined).

Notwithstanding anything to the contrary contained herein, ASSIGNOR RESERVES AND EXCEPTS from the Properties herein assigned all of Assignor's mineral, royalty, overriding royalty (including without limitation, those convertible to a working interest) or fee interest that are in existence and of record as of the Effective Time (collectively "Excluded Properties").

This Assignment, Bill of Sale and Conveyance (this "Assignment") is made and accepted upon the following terms and conditions:

- (1) As used herein, 'Claims' shall include claims, rights, demands, causes of action, liabilities, obligations, damages, losses, fines, penalties, judgments or proceedings of any and every kind of character whatsoever, whether arising or founded in law, equity, statute, contract, tort, strict liability or voluntary settlement, and all expenses, costs and fees (including attorney's fees) in connection therewith; provided, that the term "Claims" shall not include any consequential, exemplary, special or punitive damages, except to the extent that such damages are obtained by a third party other than Assignor and its affiliates and all successors, heirs, and assigns of Assignor and its affiliates, and the officers, directors, and the employees or agents of any of the foregoing.
- (2) Except as otherwise provided in this Assignment, effective as of the Effective Time, Assignee hereby agrees to assume, be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the Properties, including, without limitation, those duties and obligations arising under or by virtue of (i) any gas overproduction and/or gas underproduction imbalances (including but not limited to obligations under a joint operating agreement and/or gas balancing agreement), regardless whether such obligations arose prior to, on or after the Effective Time, or (ii) the Leases, rights-of-way, any other lease, contract, agreement, document, permit, applicable statute, rule, regulation or order of any

governmental authority (specifically including, without limitation, any governmental request or requirement or lease requirement to plug, re-plug and/or abandon any well of whatsoever type, status or classification, or take any clean-up, restoration, or other action with respect to the Properties). Except as otherwise provided in this Assignment, the obligations and duties assumed hereunder include, without limitation, the payment and/or performance of all taxes, leasehold and equipment rentals and release payments, royalties, excess royalties, overriding royalty interests, production payments, net profit obligations, carried working interests and any other matters with which the Properties may be burdened, including any third party obligations, including without limitation, gas overproduction and/or gas underproduction imbalances.

- (3) Immediately following the Effective Time, Assignee shall, at Assignee's sole cost and expense: (i) secure all lease and operating bonds, permits and other similar documents necessary to operate or own the Properties which may be required by the applicable federal, state or local governmental authority having requisite jurisdiction over the Properties.
- (4) Effective as of the Effective Time, Assignee shall indemnify, defend, release and hold Assignor and its affiliates, all successors, heirs, and assigns of Assignor and its affiliates, officers, directors, and the employees or agents of any of the foregoing, harmless from and against any and all Claims relating to all duties and obligations assumed by Assignee pursuant to the duties and obligations assumed by Assignee under this Assignment, from and after the Effective Time or at such other time as specifically indicated under this Assignment that a certain duty or obligation is assumed by Assignee.
- (5) Effective as of the Effective Time, Assignee shall assume (i) all of the costs, obligations and liabilities that relate to the Properties and which are attributable to periods of time on and after the Effective Time, and (ii) all of the costs, obligations and liabilities that arise in connection with any obligation to plug and abandon the Wells and reclaim the associated lands, regardless whether such obligations arose prior to, on or after the Effective Time.
- (6) Effective as of the Effective Time, Assignee assumes all Claims, whether direct, indirect, pending, threatened, contingent or otherwise, arising from, based on, associated with or related to the presence, handling, management, storage, transportation, processing, treatment, disposal, release, migration or escape of Environmental Contaminants (as hereinafter defined) or the violation of any present or future federal, state, local or municipal law, statute, ordinance, rule or regulation, relating to the regulation or control of any Environmental Contaminant, whether or not any of such Claims involves any act, omission, event, condition or circumstance commencing, occurring or existing prior to, on or after the Effective Time, whether or not any of such Claims were caused by or connected with acts or omissions of Assignor or Assignee or their employees, representatives, agents, predecessor operators and owners or other parties, and whether or not any of such Claims are based on negligence (whether active, passive, joint, sole or concurrent), strict liability or otherwise, including, but not limited to violation of any present or future federal, state, municipal and local statutes, ordinances, rules and regulations. As used herein, the term "Environmental Contaminants" shall mean any naturally occurring radioactive material or any pollutant, waste, contaminant, or hazardous or toxic material substance or waste.
- (7) All ad valorem taxes, real property taxes and similar taxes for the calendar year that includes the Effective Time with respect to the Properties shall be prorated between Assignor and Assignee based on the Effective Time. Assignor shall be responsible for and promptly pay all such taxes attributable to the period of time

prior to the Effective Time and Assignee shall be responsible for and promptly pay all such taxes attributable to the period of time from and after the Effective Time. Notwithstanding anything to the contrary contained herein, Assignee agrees to pay any and all sales and other transfer taxes, if any, arising out of this transaction and Assignment as required by the applicable governing tax authorities.

- (8) All proceeds from the sale of production actually sold and delivered by Assignor prior to the Effective Time hereof and attributable to the Properties shall belong to Assignor and all proceeds from the sale of production actually sold and delivered after the Effective Time attributable to the Properties shall belong to Assignee. In addition, Assignee shall pay Assignor for the value of all merchantable allowable oil or other liquids in storage owned by Assignor above the pipeline connection at the Effective Time, and not previously sold by Assignor, that is credited to the Properties; such value to be the contract price or sales price, or if no contract is in effect that pertains to such stored hydrocarbons or such stored hydrocarbons are not sold, the highest posted price for such stored hydrocarbons liquids in the field in which such stored hydrocarbons were produced as of the month prior to the Closing, less taxes or gravity adjustments that would be deducted by the purchaser of such stored hydrocarbons.
- (9) Except as provided herein to the contrary, all costs, expenses and obligations relating to the Properties, which accrue prior to the Effective Time hereof, shall be paid and discharged by Assignor. Except as provided to the contrary herein, all costs, expenses and obligations relating to the Properties, which accrue after the Effective Time hereof, shall be paid and discharged by Assignee.

TO HAVE AND TO HOLD the Properties together with all and singular the rights and privileges pertaining thereto, subject to the matters set forth herein. **ASSIGNOR AGREES TO WARRANT AND DEFEND TITLE TO THE PROPERTIES UNTO ASSIGNEE, ITS SUCCESSORS AND ASSIGNS, AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING, OR TO CLAIM THE SAME, OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR OR ITS AFFILIATES; BUT NOT OTHERWISE. OTHER THAN THE FORGOING, THIS ASSIGNMENT IS MADE AND ACCEPTED WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED IN FACT OR BY LAW, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE QUANTITY, VALUE OR EXISTENCE OF RESERVES OF OIL, GAS OR OTHER MINERALS PRODUCIBLE OR RECOVERABLE FROM THE LEASES, OR OTHERWISE, CONCERNING THE LEASES OR ANY RIGHTS THEREOF. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR HEREBY (X) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON OR CIVIL LAW, BY STATUTE OR OTHERWISE, RELATING OR WITH RESPECT TO (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (ii) ANY ENVIRONMENTAL MATTERS (INCLUDING ANY ENVIRONMENTAL CONDITION) AFFECTING OR RELATING (IN ANY WAY) TO THE LEASES OR THE LANDS SUBJECT TO THE LEASES, (iii) THE ACCURACY OR COMPLETENESS OF THE INFORMATION, RECORDS, DATA AND INTERPRETATIONS NOW, HERETOFORE OR HEREAFTER MADE AVAILABLE TO ASSIGNEE IN CONNECTION WITH THIS ASSIGNMENT BY ASSIGNOR, ANY AFFILIATE OF ASSIGNOR OR ANY DIRECTOR, OFFICER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, INVESTMENT BANKER, COUNSEL, CONSULTANT OR ADVISOR OF SUCH PERSON AND (iv) ASSIGNOR'S TITLE TO ANY OF THE PROPERTIES; AND (Y) NEGATES ANY RIGHTS OF ASSIGNEE UNDER STATUTES TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY ASSIGNEE FOR DAMAGES BECAUSE OF LATENT OR HIDDEN VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE PROPERTIES**

WICHITA COUNTY, KS  
FORM: ARTI

**ARE ACCEPTED BY ASSIGNEE AS-IS IN THEIR PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.**

This Assignment is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect to the Leases or any part thereof insofar as such covenants and warranties extend beyond the Effective Time hereof.

Assignor and Assignee will execute and deliver all such other and additional instruments, notices, releases, and other documents to the Parties' respective addresses listed herein and will do all such other acts as may be necessary to more fully assign to Assignee or its successors or assigns all of the respective rights, obligations and interests herein and hereby granted or intended to be granted. In the event Assignor delivers original files and records related to the Properties to the Assignee, Assignee shall afford Assignor reasonable access to, and the right to copy any of the files and records at Assignor's sole cost and expense.

It is understood and agreed that this Assignment, Bill of Sale and Conveyance may be circulated for execution in multiple counterparts, each of which shall become valid and binding upon each party hereto who executes a counterpart, and their respective heirs, successors, and assigns, regardless of whether all of the undersigned parties execute a counterpart hereof. All counterparts may be combined to form one instrument for recording purposes.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignee and Assignor, and to their respective successors and assigns.

This Assignment shall be effective as of 7:00 a.m., local time, where the Properties are located on September 1, 2021 (the "Effective Time"), regardless of the date of execution.

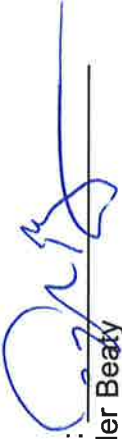
*[signatures on the following page(s)]*



IN WITNESS WHEREOF, this Assignment is executed on the respective dates indicated in the acknowledgments of the signatory parties hereto, but effective for all purposes as of the Effective Time.

**ASSIGNOR:**

Kaiser-Francis Oil Company

By:   
Tyler Beaty  
Vice President,  
Transaction Management

**ASSIGNEE:**

High Plains Energy Partners, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGMENTS**

THE STATE OF OKLAHOMA   §  
  §  
COUNTY OF TULSA       §

August, 2021 by Tyler Beaty, Vice President, Transaction Management of Kaiser-Francis Oil Company, a Delaware corporation, on behalf of such corporation.



  
Notary Public in and for  
The State of Oklahoma

THE STATE OF \_\_\_\_\_   §  
  §  
COUNTY OF \_\_\_\_\_   §

The foregoing instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, of High Plains Energy Partners, LLC, on behalf of such entity.

\_\_\_\_\_  
Notary Public in and for  
The State of \_\_\_\_\_

WICHITA COUNTY, KS  
FORM: ARTI

**EXHIBIT "A"**  
**PROPERTIES**

LEASE(S):

<b>LESSOR</b>	<b>LESSEE</b>	<b>DATE</b>	<b>ST</b>	<b>COUNTY</b>	<b>BOOK</b>	<b>PAGE</b>
Everett A. Caldwell and Rosalla Caldwell, Husband and Wife	Cameron Funk	8/21/1975	KS	WICHITA	20	515

WELL(S):

<b>WELL NAME</b>	<b>API #</b>	<b>ST</b>	<b>COUNTY</b>	<b>SEC</b>	<b>TWN</b>	<b>RNG</b>
CALDWELL C4	15-203-20124	KS	WICHITA	34	20S	38W
CALDWELL C6	15-203-20137	KS	WICHITA	34	20S	38W

END OF EXHIBIT "A"

**ASSIGNMENT BILL OF SALE AND CONVEYANCE**

STATE OF KANSAS           §  
  §  
COUNTY OF WICHITA       §

KNOW ALL MEN BY THESE PRESENTS:

That **KAISER-FRANCIS OIL COMPANY**, whose address is 6733 S. Yale Ave., Tulsa, Oklahoma 74136 (hereinafter referred to as "Assignor"), for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto **High Plains Energy Partners, LLC**, whose address is 1515 Wynkoop, Suite 700, Denver, CO, 80202 (hereinafter referred to as "Assignee"), its successors and assigns, all of Assignor's undivided interests in and to the lands, Leases (as hereinafter defined) and Wells (as hereinafter defined) described on Exhibit "A", including all of Assignor's leasehold interests, operating rights, reversionary interests, net profits interests, and any contractual rights and other similar or dissimilar interest in the lands, Leases and wells, together with rights in any pooled or unitized acreage by virtue of any lands covered by the Leases being a part thereof, and including, but not limited to, all of Assignor's right, title and interest in, to, under and derived from:

- (a) the oil, gas and mineral leases described in Exhibit "A" attached hereto and made a part hereof (the "Leases"), together with corresponding interests in and to all the property and rights incident thereto, including all rights in any pooled or unitized acreage by virtue of the Leases being a part thereof, all production from the pool or unit allocated to any such Leases, and all interests in any Wells (as defined herein) within the pool or unit associated with the Leases;
- (b) all oil wells and gas wells, water injection wells and other injection or disposal wells, temporarily abandoned wells, plugged and abandoned wells, and all other wells of every nature and kind located on or attributable to the Leases or the lands, specifically limited to the wells described on Exhibit "A" attached hereto and made a part hereof (the "Wells");
- (c) the equipment and other personal and mixed property, improvements, easements and rights-of-way, permits, licenses, servitudes and any other estates situated in or upon, or used, or held for future use in connection with the exploration, development and production of oil, gas and other minerals, sulfur, associated gas from any of the Leases or the treatment, storage or transportation of such substances therefrom, including wells, casing, tubing, derricks, tanks, batteries, boilers, separators, rods, pumps, flow lines, water lines, gas lines, buildings, fixtures, machinery, gas gathering or processing systems or pipelines, power lines, telephone and telegraph lines, and all other fixtures and improvements, currently located on the Leases or lands pooled therewith or located thereon as of the Effective Time (as hereinafter defined);
- (d) Assignor's rights and obligations resulting or derived from all Leases; joint operating agreements; oil, gas, liquids, casinghead gas and condensate purchase, sales, processing, gathering, treatment, compression, and transportation agreements; farmout or farmin agreements; joint ventures; dry hole, bottom hole, acreage contribution, purchase and acquisition agreements; area of mutual interest agreements; servicing contracts, surface leases, saltwater disposal agreements, or other interests appertaining to the Leases and all other executory contracts and

agreements; insofar as the foregoing relate primarily to the Properties (as hereinafter defined);

- (e) all rights, liabilities and obligations (whether accrued, unaccrued, known, unknown, inchoate, contingent, or otherwise and whether such rights and obligations arose or arise ex contractu, ex delicto, by statute, in equity, in personam, in rem or otherwise) (i) to gas balancing for both underproduction and overproduction (in kind, in cash, or otherwise), (ii) to make up gas or deliver gas for gas balancing, (iii) to revenue sharing, and (iv) to equitable accounting, in respect of imbalances resulting from the taking or non-taking of gas from the Wells or Leases at any time prior to, on, or after the Effective Time;
- (f) all easements, rights-of-way, licenses, authorizations, permits, servitudes, and similar rights and interests applicable to, or used in connection with, any or all of the above-described interests;
- (g) all oil, gas and associated liquid and gaseous hydrocarbons stored upon or produced from the Leases on and after the Effective Time; and,
- (h) all the rights listed herein are conveyed subject to any additional restrictions and reservations of rights that may be described on the Exhibits attached hereto, including, but not limited to, depth and/or term limitations;

(the properties and rights described above being collectively referred to herein as the "Properties"); it being the intent hereof to convey to Assignee all of Assignor's interest in and to the Properties listed in Exhibit "A" less and except the Excluded Properties (as hereinafter defined).

Notwithstanding anything to the contrary contained herein, ASSIGNOR RESERVES AND EXCEPTS from the Properties herein assigned all of Assignor's mineral, royalty, overriding royalty (including without limitation, those convertible to a working interest) or fee interest that are in existence and of record as of the Effective Time (collectively "Excluded Properties").

This Assignment, Bill of Sale and Conveyance (this "Assignment") is made and accepted upon the following terms and conditions:

- (1) As used herein, 'Claims' shall include claims, rights, demands, causes of action, liabilities, obligations, damages, losses, fines, penalties, judgments or proceedings of any and every kind of character whatsoever, whether arising or founded in law, equity, statute, contract, tort, strict liability or voluntary settlement, and all expenses, costs and fees (including attorney's fees) in connection therewith; provided, that the term "Claims" shall not include any consequential, exemplary, special or punitive damages, except to the extent that such damages are obtained by a third party other than Assignor and its affiliates and all successors, heirs, and assigns of Assignor and its affiliates, and the officers, directors, and the employees or agents of any of the foregoing.
- (2) Except as otherwise provided in this Assignment, effective as of the Effective Time, Assignee hereby agrees to assume, be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the Properties, including, without limitation, those duties and obligations arising under or by virtue of (i) any gas overproduction and/or gas underproduction imbalances (including but not limited to obligations under a joint operating agreement and/or gas balancing agreement), regardless whether such obligations arose prior to, on or after the Effective Time, or (ii) the Leases, rights-of-way, any other lease, contract, agreement, document, permit, applicable statute, rule, regulation or order of any

governmental authority (specifically including, without limitation, any governmental request or requirement or lease requirement to plug, re-plug and/or abandon any well of whatsoever type, status or classification, or take any clean-up, restoration, or other action with respect to the Properties). Except as otherwise provided in this Assignment, the obligations and duties assumed hereunder include, without limitation, the payment and/or performance of all taxes, leasehold and equipment rentals and release payments, royalties, excess royalties, overriding royalty interests, production payments, net profit obligations, carried working interests and any other matters with which the Properties may be burdened, including any third party obligations, including without limitation, gas overproduction and/or gas underproduction imbalances.

- (3) Immediately following the Effective Time, Assignee shall, at Assignee's sole cost and expense: (i) secure all lease and operating bonds, permits and other similar documents necessary to operate or own the Properties which may be required by the applicable federal, state or local governmental authority having requisite jurisdiction over the Properties.
- (4) Effective as of the Effective Time, Assignee shall indemnify, defend, release and hold Assignor and its affiliates, all successors, heirs, and assigns of Assignor and its affiliates, officers, directors, and the employees or agents of any of the foregoing, harmless from and against any and all Claims relating to all duties and obligations assumed by Assignee pursuant to the duties and obligations assumed by Assignee under this Assignment, from and after the Effective Time or at such other time as specifically indicated under this Assignment that a certain duty or obligation is assumed by Assignee.
- (5) Effective as of the Effective Time, Assignee shall assume (i) all of the costs, obligations and liabilities that relate to the Properties and which are attributable to periods of time on and after the Effective Time, and (ii) all of the costs, obligations and liabilities that arise in connection with any obligation to plug and abandon the Wells and reclaim the associated lands, regardless whether such obligations arose prior to, on or after the Effective Time.
- (6) Effective as of the Effective Time, Assignee assumes all Claims, whether direct, indirect, pending, threatened, contingent or otherwise, arising from, based on, associated with or related to the presence, handling, management, storage, transportation, processing, treatment, disposal, release, migration or escape of Environmental Contaminants (as hereinafter defined) or the violation of any present or future federal, state, local or municipal law, statute, ordinance, rule or regulation, relating to the regulation or control of any Environmental Contaminant, whether or not any of such Claims involves any act, omission, event, condition or circumstance commencing, occurring or existing prior to, on or after the Effective Time, whether or not any of such Claims were caused by or connected with acts or omissions of Assignor or Assignee or their employees, representatives, agents, predecessor operators and owners or other parties, and whether or not any of such Claims are based on negligence (whether active, passive, joint, sole or concurrent), strict liability or otherwise, including, but not limited to violation of any present or future federal, state, municipal and local statutes, ordinances, rules and regulations. As used herein, the term "Environmental Contaminants" shall mean any naturally occurring radioactive material or any pollutant, waste, contaminant, or hazardous or toxic material substance or waste.
- (7) All ad valorem taxes, real property taxes and similar taxes for the calendar year that includes the Effective Time with respect to the Properties shall be prorated between Assignor and Assignee based on the Effective Time. Assignor shall be responsible for and promptly pay all such taxes attributable to the period of time

prior to the Effective Time and Assignee shall be responsible for and promptly pay all such taxes attributable to the period of time from and after the Effective Time. Notwithstanding anything to the contrary contained herein, Assignee agrees to pay any and all sales and other transfer taxes, if any, arising out of this transaction and Assignment as required by the applicable governing tax authorities.

- (8) All proceeds from the sale of production actually sold and delivered by Assignor prior to the Effective Time hereof and attributable to the Properties shall belong to Assignor and all proceeds from the sale of production actually sold and delivered after the Effective Time attributable to the Properties shall belong to Assignee. In addition, Assignee shall pay Assignor for the value of all merchantable allowable oil or other liquids in storage owned by Assignor above the pipeline connection at the Effective Time, and not previously sold by Assignor, that is credited to the Properties; such value to be the contract price or sales price, or if no contract is in effect that pertains to such stored hydrocarbons or such stored hydrocarbons are not sold, the highest posted price for such stored hydrocarbons liquids in the field in which such stored hydrocarbons were produced as of the month prior to the Closing, less taxes or gravity adjustments that would be deducted by the purchaser of such stored hydrocarbons.
- (9) Except as provided herein to the contrary, all costs, expenses and obligations relating to the Properties, which accrue prior to the Effective Time hereof, shall be paid and discharged by Assignor. Except as provided to the contrary herein, all costs, expenses and obligations relating to the Properties, which accrue after the Effective Time hereof, shall be paid and discharged by Assignee.

TO HAVE AND TO HOLD the Properties together with all and singular the rights and privileges pertaining thereto, subject to the matters set forth herein. **ASSIGNOR AGREES TO WARRANT AND DEFEND TITLE TO THE PROPERTIES UNTO ASSIGNEE, ITS SUCCESSORS AND ASSIGNS, AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING, OR TO CLAIM THE SAME, OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR OR ITS AFFILIATES; BUT NOT OTHERWISE. OTHER THAN THE FORGOING, THIS ASSIGNMENT IS MADE AND ACCEPTED WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED IN FACT OR BY LAW, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE QUANTITY, VALUE OR EXISTENCE OF RESERVES OF OIL, GAS OR OTHER MINERALS PRODUCIBLE OR RECOVERABLE FROM THE LEASES, OR OTHERWISE, CONCERNING THE LEASES OR ANY RIGHTS THEREOF. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR HEREBY (X) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON OR CIVIL LAW, BY STATUTE OR OTHERWISE, RELATING OR WITH RESPECT TO (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (ii) ANY ENVIRONMENTAL MATTERS (INCLUDING ANY ENVIRONMENTAL CONDITION) AFFECTING OR RELATING (IN ANY WAY) TO THE LEASES OR THE LANDS SUBJECT TO THE LEASES, (iii) THE ACCURACY OR COMPLETENESS OF THE INFORMATION, RECORDS, DATA AND INTERPRETATIONS NOW, HERETOFORE OR HEREAFTER MADE AVAILABLE TO ASSIGNEE IN CONNECTION WITH THIS ASSIGNMENT BY ASSIGNOR, ANY AFFILIATE OF ASSIGNOR OR ANY DIRECTOR, OFFICER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, INVESTMENT BANKER, COUNSEL, CONSULTANT OR ADVISOR OF SUCH PERSON AND (iv) ASSIGNOR'S TITLE TO ANY OF THE PROPERTIES; AND (Y) NEGATES ANY RIGHTS OF ASSIGNEE UNDER STATUTES TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY ASSIGNEE FOR DAMAGES BECAUSE OF LATENT OR HIDDEN VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE PROPERTIES**



**ARE ACCEPTED BY ASSIGNEE AS-IS IN THEIR PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.**

This Assignment is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect to the Leases or any part thereof insofar as such covenants and warranties extend beyond the Effective Time hereof.

Assignor and Assignee will execute and deliver all such other and additional instruments, notices, releases, and other documents to the Parties' respective addresses listed herein and will do all such other acts as may be necessary to more fully assign to Assignee or its successors or assigns all of the respective rights, obligations and interests herein and hereby granted or intended to be granted. In the event Assignor delivers original files and records related to the Properties to the Assignee, Assignee shall afford Assignor reasonable access to, and the right to copy any of the files and records at Assignor's sole cost and expense.

It is understood and agreed that this Assignment, Bill of Sale and Conveyance may be circulated for execution in multiple counterparts, each of which shall become valid and binding upon each party hereto who executes a counterpart, and their respective heirs, successors, and assigns, regardless of whether all of the undersigned parties execute a counterpart hereof. All counterparts may be combined to form one instrument for recording purposes.

This Assignment, Bill of Sale and Conveyance shall bind and inure to the benefit of Assignee and Assignor, and to their respective successors and assigns.

This Assignment shall be effective as of 7:00 a.m., local time, where the Properties are located on September 1, 2021 (the "Effective Time"), regardless of the date of execution.

*[signatures on the following page(s)]*

IN WITNESS WHEREOF, this Assignment is executed on the respective dates indicated in the acknowledgments of the signatory parties hereto, but effective for all purposes as of the Effective Time.

**ASSIGNOR:**

Kaiser-Francis Oil Company

By:   
Tyler Beaty  
Vice President,  
Transaction Management

**ASSIGNEE:**

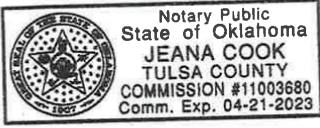
High Plains Energy Partners, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGMENTS**

THE STATE OF OKLAHOMA   §  
  §  
COUNTY OF TULSA         §

The foregoing instrument was acknowledged before me on this the 26<sup>th</sup> day of August, 2021 by Tyler Beaty, Vice President, Transaction Management of Kaiser-Francis Oil Company, a Delaware corporation, on behalf of such corporation.



  
Notary Public in and for  
The State of Oklahoma

THE STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, \_\_\_\_\_ of High Plains Energy Partners, LLC, on behalf of such entity.

\_\_\_\_\_  
Notary Public in and for  
The State of \_\_\_\_\_



IN WITNESS WHEREOF, this Assignment is executed on the respective dates indicated in the acknowledgments of the signatory parties hereto, but effective for all purposes as of the Effective Time.

**ASSIGNOR:**

Kaiser-Francis Oil Company

By: \_\_\_\_\_  
Tyler Beaty  
Vice President,  
Transaction Management

**ASSIGNEE:**

High Plains Energy Partners, LLC

By: Nicole M Johnson  
Name: Nicole M Johnson  
Its: VP Finance

**ACKNOWLEDGMENTS**

THE STATE OF OKLAHOMA §  
  §  
COUNTY OF TULSA §

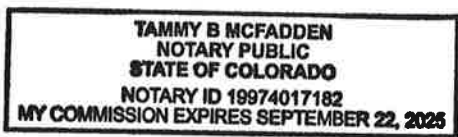
The foregoing instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021 by Tyler Beaty, Vice President, Transaction Management of Kaiser-Francis Oil Company, a Delaware corporation, on behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for  
The State of Oklahoma

THE STATE OF Colorado §  
  §  
COUNTY OF Denver §

The foregoing instrument was acknowledged before me on this the 26<sup>th</sup> day of August, 2021 by Nicole M. Johnson, VP Finance of High Plains Energy Partners, LLC, on behalf of such entity.

Tammy B McFadden  
Notary Public in and for  
The State of Colorado



**EXHIBIT "A"**  
**PROPERTIES**

LEASE(S):

LESSOR	LESSEE	DATE	ST	COUNTY	BOOK	PAGE
Everett A. Caldwell and Rosalla Caldwell, Husband and Wife	Cameron Funk	8/21/1975	KS	WICHITA	20	515

WELL(S):

WELL NAME	API #	ST	COUNTY	SEC	TWN	RNG
CALDWELL C4	15-203-20124	KS	WICHITA	34	20S	38W
CALDWELL C6	15-203-20137	KS	WICHITA	34	20S	38W

END OF EXHIBIT "A"

**AFFIDAVIT**

STATE OF COLORADO )  
) (ss.  
COUNTY OF DENVER )

Before me, the undersigned, a Notary Public in and for said County, State of Colorado, on this day personally appeared Nicole M. Johnson, Vice-President of Finance for Samuel Gary Jr & Associates, Inc., also Vice-President of Finance for High Plains Energy Partners, LLC, to me known, and who, after being by me duly sworn, deposes and says that High Plains Energy Partners, LLC is an affiliate Entity of Samuel Gary Jr. & Associates, Inc. Affiant also affirms that Oil and Gas Properties in the State of Kansas that are owned by High Plains Energy Partners, LLC are fully authorized to be operated by Samuel Gary Jr. & Associates, Inc. as the formal Operator of record.

  
Nicole M. Johnson, Affiant

**ACKNOWLEDGMENT**

STATE OF COLORADO )  
)  
COUNTY OF Denver )

Signed and sworn to before me by Nicole M. Johnson, Vice- President of Finance for High Plains Energy Partners, LLC and Samuel Gary Jr. & Associates, Inc., on this 5<sup>th</sup> day of September, 2021.

Witness my hand and official seal.

Notary Signature Tammy B McFadden (Seal)

Print Notary Name Tammy B McFadden

My appointment expires: 9.22.25

