

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
April 2019
Form must be Typed
Form must be Signed
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.

Check applicable boxes:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

**** Side Two Must Be Completed.**

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

____ - ____ - ____ - ____ Sec. ____ Twp. ____ R. E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Type of Pit: Emergency Burn Settling Haul-Off Workover Drilling

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

_____ is acknowledged as the new operator and may continue to inject fluids as authorized by

Permit No.: _____ . Recommended action: _____

Date: _____

Authorized Signature

_____ is acknowledged as the new operator of the above named lease containing the surface pit

permitted by No.: _____ .

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* 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	Circle: FEL/FWL		
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

A separate sheet may be attached if necessary.
* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

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 OF OPERATORSHIP OF RECORD & WITHDRAWAL

SHELBY RESOURCES LLC

EFFECTIVE JANUARY 1, 2021

THIS ASSIGNMENT OF OPERATORSHIP OF RECORD & WITHDRAWAL is made by SHELBY RESOURCES LLC ("Assignor") to TYLUKA OPERATIONS LLC ("Assignee").

WHEREAS, Assignor and Assignee are owners, among others, in the same wells (Exhibit "A" of attached Recorded Assignments for Pawnee and Barton Counties) operated by Shelby Resources LLC, a Kansas Operator KCC License # 31725;

WHEREAS, Assignor wishes to withdraw as Operator of wells listed in Exhibit "A" of attached Recorded Assignments for Pawnee and Barton Counties from Shelby Resources LLC by an assignment to Assignee all duties, responsibilities and or obligations of an Operator to Tyluka Operations LLC

THEREFORE, in consideration of being able to withdraw as operator of wells (Exhibit "A" of attached Recorded Assignments for Pawnee and Barton Counties) and from any and all obligations and associations attributable to Shelby Resources LLC, Assignor hereby assigns and transfers to Assignee, without title warranty, all of Assignor's Operatorship effective as of January 1, 2021.

Executed this 15 day of Jan, 2022 to be effective as of January 1, 2021.

ASSIGNOR:


James A Waechter, Shelby Resources LLC

ASSIGNEE:


Chris Gottschalk, Tyluka Operations LLC

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (“Assignment”), dated effective February 1, 2021 (the “Effective Time”), is from **SHELBY RESOURCES, LLC** with an address of 3700 Quebec Street, Suite 100-376, Denver, CO 80207-1639 (“Assignor”) to **the parties listed below, in the proportion indicated** hereinafter collectively referred to as (“Assignees”).

CADDIS RESOURCES, INC. P.O. Box 219 Carbondale, CO 81623	16.00%
TWIN PETROLEUM, LLC 1103 Town Center Drive Ft. Collins, CO 80524	16.00%
JRZ ENTERPRISES, LLC P.O. Box 30 Hoisington, KS 67544	16.00%
ROYAL ARCH RESOURCES, LLC 1480 Moss Rock Place Boulder, CO 80304	16.00%
TAPP ENERGY, LLC 8720 E. 34 th Avenue Denver, CO 80238	16.00%
TY-LU-KA OPERATIONS, LLC 2308 Plum Street Hays, KS 67601	16.00%
MILE HIGH EXPLORATION, LLC 1465 Sterling Road Colorado Springs, CO 80921	4.00%
TOTAL INTEREST CONVEYED	100.00%

Mail GF
 Index GF
 Proofed GF
 Deeds to Clerk _____
 Numerical _____
 Cross _____
 Scanned GF
 DC Book _____
 Military Book _____
 Plat Book _____

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains and conveys to Assignees all of Assignors right, title and interest, in and to the following (all of

which are called the “Assets”) situated in Barton County Kansas:

1. The oil and gas leases and other leasehold interests described in Exhibit “A” (the “Leases”), all right, title and interest in and to the oil, gas and all other hydrocarbons, whether liquid or gaseous (the “Hydrocarbons”), in, on or under that may be produced from the lands covered by the Leases (the “Lands”) after the Effective Time.
2. The oil and gas wells located on the Leases and Lands, or lands pooled or unitized therewith, all injection and disposal wells on the Leases or Lands, and all personal property and equipment associated with the Wells as of the Effective Time.
3. The rights, to the extent transferable, in and to all existing and effective unitization, pooling and communitization agreements, declarations and orders, to the extent that they relate to or affect any of the interests described in Paragraphs 1 and 2 or the post-Effective Time production of Hydrocarbons from the Leases and Lands.
4. The rights, to the extent transferable, in and to Hydrocarbons sales, purchase, gathering, transportation and processing contracts, operating agreements, partnership agreements, farmout agreements and other contracts, agreements and instruments relating to the interests described in Paragraphs 1, 2, and 3, excluding however, any insurance contracts.
5. All of the personal property, fixtures, improvements, permits, licenses, approvals, servitudes, rights-of-way, easements and other surface rights located on or used in connection with the properties and interests described in Paragraphs 1 through 4, to the extent that they are located on the Leases and Lands as of the Effective Time.
6. The files, records, data and information relating to the items described in Paragraphs 1 through 5, maintained by Assignor (the “Records”).

TO HAVE AND TO HOLD the Assets unto Assignees and its successors and assigns forever.

This Assignment is made and accepted expressly subject to the following terms and conditions:

- A. This Assignment is executed without warranty of any kind, either express or implied, except Assignor specially warrants and agrees to defend Assignor’s real property title to the Assets against the lawful claims of all persons claiming by, through or under Assignor, but not otherwise.
- B. To the extent permitted by law, Assignees shall be subrogated to Assignor’s rights

in and to representations and warranties and covenants given with respect to the Assets. Assignor hereby grants and transfers to Assignees, its successors and assigns, to the extent permitted by law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

- C. **EXCEPT AS SET FORTH IN PARAGRAPH A. ABOVE, THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY AS TO THE CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, FIXTURES AND ITEMS OF MOVABLE PROPERTY COMPRISING ANY PART OF THE ASSETS, INCLUDING (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (d) ANY RIGHTS OF ASSIGNEES UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (e) ANY CLAIM BY ASSIGNEES FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN. IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEES THAT SAID PERSONAL PROPERTY, FIXTURES, EQUIPMENT, AND ITEMS ARE BEING CONVEYED TO ASSIGNEES "AS IS", "WHERE IS", WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.**
- D. Assignees shall assume, pay and perform all claims, costs, expenses, liabilities and obligations accruing or relating to the (i) owning, developing, exploring, operating or maintaining of the Assets or the producing, transporting and marketing of Hydrocarbons from the Assets (the "Expenses and Liabilities"), relating to the period after the Effective Time, including without limitation, environmental obligations and liabilities attributable to the period after the Effective Time, the obligation to plug and abandon all Wells and reclaim all Well sites, all obligations arising under agreements covering or relating to the Assets, and (ii) all environmental obligations and liabilities attributable to the period of time before the Effective Time (collectively, the "Assumed Liabilities"). Except for Assumed Liabilities, Assignor shall retain and pay for all Expenses and Liabilities relating or attributable to the period before the Effective Time ("Retained Liabilities").
- E. The references herein to liens, encumbrances, burdens, defects and other matters

are for the purpose of defining the nature and extent of Assignor's special limited warranty given in Paragraph A. above, and neither such references nor the matters set forth in Paragraph D. shall be deemed to ratify or create any rights in third parties or merge with, modify or limit the rights of Assignor or Assignees, as between themselves, as set forth in the Letter Agreement or other documents executed in connection therewith.

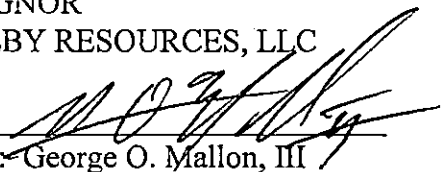
- F. Unless provided otherwise, all recording references in the Exhibit hereto are to the official real property records of the county in which the Assets are located.

This Assignment binds and inures to the benefit of Assignor and Assignees and their respective successors and assigns. Assignor and Assignees agree to take all such further action and execute all such further documents that are necessary to carry out the purpose of this Assignment .

This Assignment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.


EXECUTED on the dates contained in the acknowledgment of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR
SHELBY RESOURCES, LLC

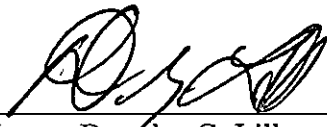
By: 
Name: George O. Mallon, III
Title: Attorney-in-Fact

ASSIGNEES:

TWIN PETROLEUM, LLC


Name: J. A. Waechter, III
Title: Managing Member

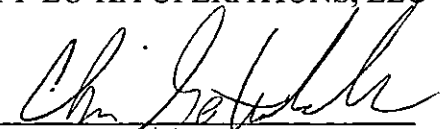
CADDIS RESOURCES, INC.


Name: Douglas G. Liller
Title: President

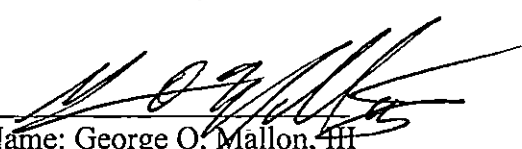
JRZ ENTERPRICES, LLC


Name: Jeffrey R. Zoller
Title: Managing Member


TY-LU-KA OPERATIONS, LLC


Name: Chris Gottschalk
Title: Managing Member

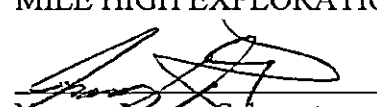
TAPP ENERGY, LLC


Name: George O. Mallon, III
Title: Managing Member

ROYAL ARCH RESOURCES, LLC


Name: Sharon L. Klipping
Title: Managing Member

MILE HIGH EXPLORATION, LLC

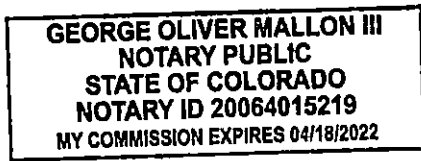

Name: Jeremy Schwartz
Title: Managing Member

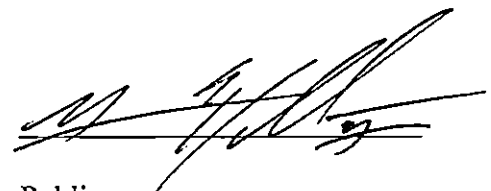
STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 12 day of February, 2021 by J. A. Waechter, III, as managing member of Twin Petroleum, LLC.

Witness my hand and official seal.

My commission expires:




Notary Public

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 12th day of February, 2021 by George O. Mallon, III, as attorney-in-fact for Shelby Resources, LLC.

Witness my hand and official seal.
My commission expires:



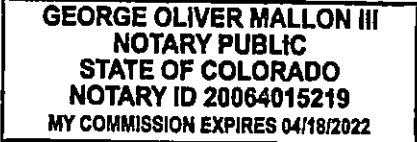
Angela Mallon

Notary Public

STATE OF COLORADO)
) SS.
COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 12 day of February, 2021 by Douglas G. Liller, as President of Caddis Resources, Inc.

Witness my hand and official seal.
My commission expires:



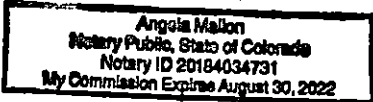
Douglas G. Liller

Notary Public

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 12 day of February, 2021 by George O. Mallon, III, as managing member for TAPP Energy, LLC.

Witness my hand and official seal.
My commission expires:



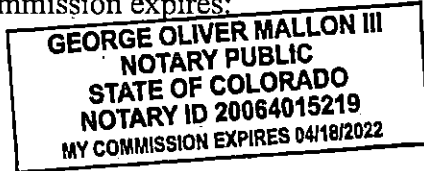
Angela Mallon

Notary Public

STATE OF COLORADO)
) SS.
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 12 day of February, 2021 by Sharon L. Klipping, as managing member of Royal Arch Resources, LLC.

Witness my hand and official seal.
My commission expires:

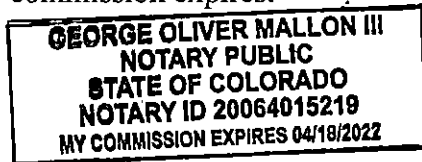


[Signature]
Notary Public

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this 12 day of February, 2021 by Jeremy Schwartz, as managing member of Mile High Exploration, LLC.

Witness my hand and official seal.
My commission expires:



[Signature]
Notary Public

STATE OF KANSAS)
) SS.
COUNTY OF ELLIS)

The foregoing instrument was acknowledged before me this 23rd day of APRIL, 2021 by Chris Gottschalk, as managing member of TY-LU-KA Operations, LLC.

Witness my hand and official seal.
My commission expires: 9-17-2021



[Signature]
Notary Public

EXHIBIT "A"

LESSOR	LEASE DATE	RECORDED	LEGAL DESCRIPTION	WELL NAME
John Clark, et ux	11/2/2011	616/7849	SE¼-24-T.17S., R 14 W 6th P.M.	Clark #6-24 & CS Unit #1
Ann Patton, et vir	10/26/2011	616/7848	SE¼-24-T.17S., R 14 W 6th P.M.	Clark #6-24 & CS Unit #1
Howard Clark, et ux	10/26/2011	616/8453	SE¼-24-T.17S., R 14 W 6th P.M.	Clark #6-24 & CS Unit #1
John L. Schlessiger, et ux	2/7/2011	616/7578	NE¼-25-T.17S., R 14 W 6th P.M.	CS Unit #1
William L. Hickey, et ux	10/15/2012	617/4043	SW¼SE¼-2-T. 18 S., R. 14 W., 6th P.M.	Hickey #1-2
Jerald Stoss, et ux	8/14/2014	618/4341	That part of the NW¼-15-T. 18S-R. 14W more particularly described as follows: Beginning at a point that lies 523' from the North Line and 1947' from the West line of said Section 15; thens East 660', thence North 523'; thence West 660'; thence South 523 ' to the point of beginning containing 7.924 acres, more or less. It is the intent of this assignment to convey all lands in this lease that are included in that certain Declaration of Unitization recorded in Book 618, at page 8624 of the Official Records of Barton County, Kansas	Jerry's Unit #1-15
Geralyn S. Hlavaty Wegener, et vir	1/15/2015	618/7485	SW¼-10-T. 18 S., R. 14 W.	Jerry's Unit #1-15
Kevin L. Hlavaty, et ux	1/15/2015	618/7486	SW¼-10-T. 18 S., R. 14 W.	Jerry's Unit #1-15
Mark Joseph Hlavaty, et ux	1/15/2015	618/7484	SW¼-10-T. 18 S., R. 14 W.	Jerry's Unit #1-15
Nancy E. Hlavaty, a single woman	4/21/2015	618/8230	SW¼-10-T. 18 S., R. 14 W.	Jerry's Unit #1-15
Warren W. Tindall, Trustee	2/28/2017	619/7172	NE¼-26-T. 18 S., R. 14 W., 6th P.M.	Tindall #1-26
Clark T. Whitmore, as A-I-F	3/20/2017	619/7776	NE¼-26-T. 18 S., R. 14 W., 6th P.M.	Tindall #1-26
William J. Stoss, et ux	2/9/2015	618/7487	SW¼, LESS AND EXCEPT a 10 acre tract of land surrounding the Johnson # 1 well located in the center of the SW¼SE¼SW¼-24, T. 18 S., R. 14 W, 6th P.M.	Stoss # 1-24 & Stoss #2-24

ALL SITUATED IN BARTON COUNTY, KANSAS

Ver KL
Num KL
Scan _____
Copy _____
Ck _____

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated effective February 1, 2021 (the "Effective Time"), is from **SHELBY RESOURCES, LLC** with an address of 3700 Quebec St., Suite 100-376, Denver, CO 80207 ("Assignor") to the parties listed below, in the proportion indicated hereinafter collectively referred to as ("Assignees").

CADDIS RESOURCES, INC. P.O. Box 219 Carbondale, CO 81623	16.00%
TWIN PETROLEUM, LLC 1103 Town Center Drive Ft. Collins, CO 80524	16.00%
JRZ ENTERPRISES, LLC P.O. Box 30 Hoisington, KS 67544	16.00%
ROYAL ARCH RESOURCES, LLC 1480 Moss Rock Place Boulder, CO 80304	16.00%
TAPP ENERGY, LLC 8720 E. 34 th Avenue Denver, CO 80238	16.00%
TY-LU-KA OPERATIONS, LLC 2308 Plum Street Hays, KS 67601	16.00%
MILE HIGH EXPLORATION, LLC 1465 Sterling Road Colorado Springs, CO 80921	4.00%
TOTAL INTEREST CONVEYED	100.00%



For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains and conveys to Assignees all of Assignors right, title and interest, in and to the following (all of which are called the "Assets") situated in Pawnee County Kansas:

1

STATE OF KANSAS, PAWNEE COUNTY, SS ni/
JOEL DAVIS, REGISTER OF DEEDS

Book: M130 Page: 58

Receipt #: 48806
Pages Recorded: 10

Total Fees: \$174.00

Document Type: AS.CONBS

Date Recorded: 4/27/2021 2:34:25 PM

1. The oil and gas leases and other leasehold interests described in Exhibit "A" (the "Leases"), all right, title and interest in and to the oil, gas and all other hydrocarbons, whether liquid or gaseous (the "Hydrocarbons"), in, on or under that may be produced from the lands covered by the Leases (the "Lands") after the Effective Time.
2. The oil and gas wells located on the Leases and Lands, or lands pooled or unitized therewith, all injection and disposal wells on the Leases or Lands, and all personal property and equipment associated with the Wells as of the Effective Time.
3. The rights, to the extent transferable, in and to all existing and effective unitization, pooling and communitization agreements, declarations and orders, to the extent that they relate to or affect any of the interests described in Paragraphs 1 and 2 or the post-Effective Time production of Hydrocarbons from the Leases and Lands.
4. The rights, to the extent transferable, in and to Hydrocarbons sales, purchase, gathering, transportation and processing contracts, operating agreements, partnership agreements, farmout agreements and other contracts, agreements and instruments relating to the interests described in Paragraphs 1, 2, and 3, excluding however, any insurance contracts.
5. All of the personal property, fixtures, improvements, permits, licenses, approvals, servitudes, rights-of-way, easements and other surface rights located on or used in connection with the properties and interests described in Paragraphs 1 through 4, to the extent that they are located on the Leases and Lands as of the Effective Time.
6. The files, records, data and information relating to the items described in Paragraphs 1 through 5, maintained by Assignor (the "Records").

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns forever.

This Assignment is made and accepted expressly subject to the following terms and conditions:

- A. This Assignment is executed without warranty of any kind, either express or implied, except Assignor specially warrants and agrees to defend Assignor's real property title to the Assets against the lawful claims of all persons claiming by, through or under Assignor, but not otherwise.
- B. To the extent permitted by law, Assignees shall be subrogated to Assignor's rights in and to representations and warranties and covenants given with respect to the

Assets. Assignor hereby grants and transfers to Assignees, its successors and assigns, to the extent permitted by law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

- C. **EXCEPT AS SET FORTH IN PARAGRAPH A. ABOVE, THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY AS TO THE CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, FIXTURES AND ITEMS OF MOVABLE PROPERTY COMPRISING ANY PART OF THE ASSETS, INCLUDING (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (d) ANY RIGHTS OF ASSIGNEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (e) ANY CLAIM BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN. IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT SAID PERSONAL PROPERTY, FIXTURES, EQUIPMENT, AND ITEMS ARE BEING CONVEYED TO ASSIGNEE "AS IS", "WHERE IS", WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.**
- D. Assignees shall assume, pay and perform all claims, costs, expenses, liabilities and obligations accruing or relating to the (i) owning, developing, exploring, operating or maintaining of the Assets or the producing, transporting and marketing of Hydrocarbons from the Assets (the "Expenses and Liabilities"), relating to the period after the Effective Time, including without limitation, environmental obligations and liabilities attributable to the period after the Effective Time, the obligation to plug and abandon all Wells and reclaim all Well sites, all obligations arising under agreements covering or relating to the Assets, and (ii) all environmental obligations and liabilities attributable to the period of time before the Effective Time (collectively, the "Assumed Liabilities"). Except for Assumed Liabilities, Assignor shall retain and pay for all Expenses and Liabilities relating or attributable to the period before the Effective Time ("Retained Liabilities").
- E. The references herein to liens, encumbrances, burdens, defects and other matters are for the purpose of defining the nature and extent of Assignor's special limited

warranty given in Paragraph A. above, and neither such references nor the matters set forth in Paragraph D. shall be deemed to ratify or create any rights in third parties or merge with, modify or limit the rights of Assignor or Assignees, as between themselves, as set forth in the Letter Agreement or other documents executed in connection therewith.


F. Unless provided otherwise, all recording references in the Exhibit hereto are to the official real property records of the county in which the Assets are located.

This Assignment binds and inures to the benefit of Assignor and Assignees and their respective successors and assigns. Assignor and Assignees agree to take all such further action and execute all such further documents that are necessary to carry out the purpose of this Assignment .

This Assignment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.


EXECUTED on the dates contained in the acknowledgment of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:
SHELBY RESOURCES, LLC

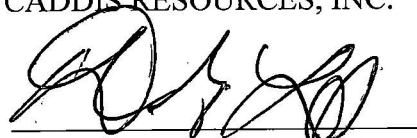
By: 
Name: George O. Mallon, III
Title: Attorney-in-Fact

ASSIGNEES:


TWIN PETROLEUM, LLC


Name: J. A. Waechter, III
Title: Managing Member

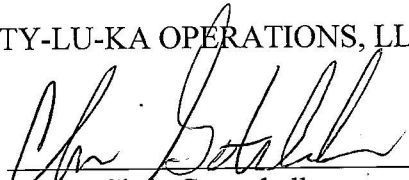
CADDIS RESOURCES, INC.


Name: Douglas G. Liller
Title: President


JRZ ENTERPRICES, LLC


Name: Jeffrey R. Zoller
Title: Managing Member


TY-LU-KA OPERATIONS, LLC


Name: Chris Gottschalk
Title: Managing Member

TAPP ENERGY, LLC


Name: George O. Mallon, III
Title: Managing Member

ROYAL ARCH RESOURCES, LLC


Name: Sharon L. Klipping
Title: Managing Member

MILE HIGH EXPLORATION, LLC

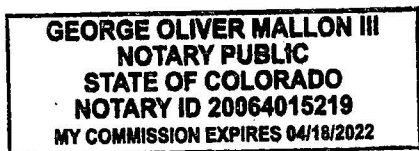

Name: Jeremy Schwartz
Title: Managing Member

STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 12 day of February, 2021 by J. A. Waechter, III, as managing member of Twin Petroleum, LLC.

Witness my hand and official seal.

My commission expires:

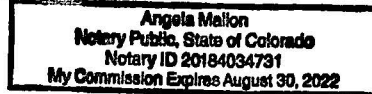



Notary Public

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 12th day of February, 2021 by George O. Mallon, III, as attorney-in-fact for Shelby Resources, LLC.

Witness my hand and official seal.
My commission expires:



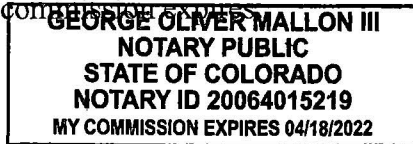
[Handwritten Signature]

Notary Public

STATE OF COLORADO)
) SS.
COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 12 day of February, 2021 by Douglas G. Liller, as President of Caddis Resources, Inc.

Witness my hand and official seal.
My commission expires:



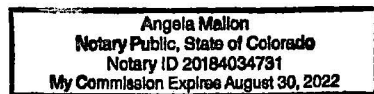
[Handwritten Signature]

Notary Public

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 12th day of February, 2021 by George O. Mallon, III, as managing member for TAPP Energy, LLC.

Witness my hand and official seal.
My commission expires:



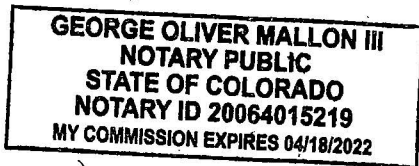
[Handwritten Signature]

Notary Public

STATE OF COLORADO)
) SS.
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 12 day of February, 2021 by Sharon L. Klipping, as managing member of Royal Arch Resources, LLC.

Witness my hand and official seal.
My commission expires:

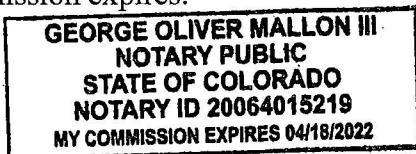


[Signature]
Notary Public

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this 12 day of February, 2021 by Jeremy Schwartz, as managing member of Mile High Exploration, LLC.

Witness my hand and official seal.
My commission expires:

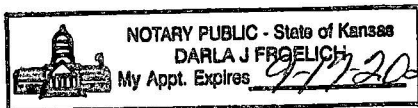


[Signature]
Notary Public

STATE OF KANSAS)
) SS.
COUNTY OF ELLIS)

The foregoing instrument was acknowledged before me this 23rd APRIL day of February, 2021 by Chris Gottschalk, as managing member of TY-LU-KA Operations, LLC.

Witness my hand and official seal.
My commission expires: 9-17-2021

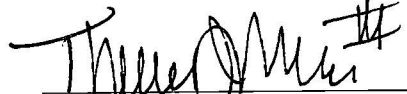


[Signature]
Notary Public

STATE OF KANSAS)
) SS.
COUNTY OF BARTON)

The foregoing instrument was acknowledged before me this 14th day of February, 2021 by Jeffrey R. Zoller, as managing member of JRZ Enterprises, LLC.

Witness my hand and official seal.
My commission expires:



Notary Public

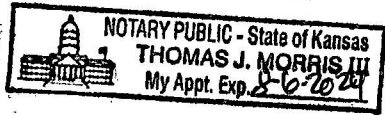


EXHIBIT "A"

LESSOR	LEASE DATE	RECORDED	LEGAL DESCRIPTION	WELL NAME
WFY Oil & Gas, LLC	4/22/2013	M121/211	N½ lying North of the Arkansas River also described as Lots 1, 2, 3, B & C-36-T. 21 S., R. 16 W., 6th P.M.	WFY #1-36
WFY Oil & Gas, LLC	1/10/2011	M115/151	A tract of land in the NE¼ of Section 3-T. 21 S., R. 16 W more particularly described as follows: Beginning at a point 1182 feet West of the NE corner of said Section 3; thence South a distance of 660'; thence East a distance of 567.41' thence NE to a point on the North line of said Section 3 580' West of the NE corner of said Section 3; thence West along the North line of said Section 3 602' to the point of beginning. It is the intent of this assignment to convey all of the lands on this lease that are included in the Ward County Unit as set forth on that certain declaration of Unitization recorded in Book MA at Page 21 in the Official records of Pawnee County, Kansas	Ward County Unit #1-3

Pawnee County Board of
Commissioners

9/23/2013 M122/161

A tract of land in the NE¼ of Section 3-T. 21 S.,
R. 16 W, 6th P.M. more particularly described as
follows:Beginning at a point on the North line of
said Section 3 which lies 522 feet West of the NE
corner of Section 3; thence South 660 feet; thence
West 92.59 feet Thence Northeasterly 660.91 feet
to a point on the North line of Section 3 which lies
580 feet West of the NE corner of Section 3;
thence East along the North line of Section 3, 58
feet to the point of beginning, containing 1.1408
acres. It is the intent to assign all lands on this
lease as contained in the 10 acres surrounding the
Ward County Unit #1-3 well.

Ward County Unit #1-3

ALL SITUATED IN PAWNEE COUNTY, KANSAS