KOLAR Document ID: 1597091

# 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:	I
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	SecTwpREV
feet from E / W Line	Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells**	Production Zone(s):
Field Name:	Injection Zone(s):
** Side Two Must Be Completed.	injection zene(e).
Surface Pit Permit No.:(API No. if Drill Pit, WO or Haul)	feet from N / S Line of Section  feet from E / W Line of Section
Type of Pit: Emergency Burn Settling	Haul-Off Workover Drilling
Past Operator's License No.	Contact Person:
Past Operator's Name & Address:	Phone:
	Date:
Title:	Signature:
New Operator's License No	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
New Operator's Email:	Date:
Title:	Signature:
Acknowledgment of Transfer: The above request for transfer of injecti	on authorization, surface pit permit # has been
noted, approved and duly recorded in the records of the Kansas Corporation	on Commission. This acknowledgment of transfer pertains to Kansas Corporation
Commission records only and does not convey any ownership interest in the	ne 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:	
. Neconimonate action.	
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC

KOLAR Document ID: 1597091

#### Side Two

#### Must Be Filed For All Wells

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

A separate sheet may be attached if necessary.

<sup>\*</sup> 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: 1597091

### 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) CI	B-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	
Name:	·
Address 1:	
Address 2:	
City:	the lease below.
Contact Person:	
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:	the state of the s
City: State: Zip:+	
	, tank batteries, pipelines, and electrical lines. The locations shown on the plat red on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
owner(s) of the land upon which the subject well is or will	ice Act (House Bill 2032), I have provided the following to the surface be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form orm being filed is a Form C-1 or Form CB-1, the plat(s) required by this ax, and email address.
KCC will be required to send this information to the surface	). I acknowledge that, because I have not provided this information, the ce owner(s). To mitigate the additional cost of the KCC performing this dress of the surface owner by filling out the top section of this form and the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form	dling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.
I hereby certify that the statements made herein are true and corre	ect to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

### ASSIGNMENT, CONVEYANCE AND BILL OF SALE

This Assignment, Conveyance and Bill of Sale ("Assignment") is dated as of \_\_\_\_\_\_\_\_, 202\_\_\_\_ (the "Execution Date"), by and between Woolsey Energy Corporation ("WEC"), a Kansas corporation, Woolsey Five, LLC, a Kansas limited liability Company ("Five"), Woolsey Operating Company, LLC, a Kansas limited liability company, Bluestem Gas Marketing, L.L.C., a Kansas limited liability company, American Pipeline Company, L.L.C., a Kansas limited liability company, SPUR, LLC, a Kansas limited liability company, SPUR II, LLC, a Kansas limited liability company, and SPUR III, LLC, a Kansas limited liability company (collectively, the "Grantor") and BCE-Mach III LLC ("Grantee"), a Delaware limited liability company. Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Capitalized teams used but not defined herein, shall have the respective meanings set forth in that certain Purchase and Sale Agreement, dated as of December 1, 2021 (the "PSA"), as may be amended, by and between Grantor and Grantee.

# ARTICLE 1. CONVEYANCE

- Section 1.1 <u>Conveyance</u>. Subject to the terms and conditions hereof, with effect (unless another effective time is expressly stated herein) as of 7:00 a.m. Central Time on December 1, 2021 (the "*Effective Time*"), for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the provisions of the PSA, Grantor hereby sells, transfers, conveys and grants unto Grantee, and Grantee hereby accepts from Grantor, all of Grantor's right, title and interest in and to the following property (collectively the "*Property*", but excepting and excluding in all such instances, the Excluded Assets):
- (i) the oil, gas, and mineral leases described in Exhibit A, Part 1, insofar and only insofar as those interests, rights, and leases cover and include the lands, depths, and rights described in Exhibit A, Part 1 whether producing or non-producing, together with any and all other right, title and interest of Grantor in and to the leasehold estates created thereby, including all working interests, net revenue interests, overriding royalties, production payments, net profits interests, carried interests, reversionary interests, and other Hydrocarbons interests of any kind or character derived therefrom or attributable thereto, as well as the operating rights thereunder, subject to the terms, conditions, covenants and obligations set forth in such leases (collectively, the "Leases");
- (ii) all oil, gas, and condensate wells (whether producing, not producing, shutin or abandoned), water source, water injection, observation and other injection or disposal wells, and systems and all equipment of Grantor located on or attributable to the Leases or the Units including without limitation those wells described in <u>Exhibit A</u>, <u>Part 2</u> (collectively, the "*Wells*");
- (iii) all rights, obligations, and interests in any units or pooled or communitized lands in which the Leases are included, to the extent that these rights, obligations, and interests arise from and are associated with the Leases, including, without limitation, all rights and obligations derived from any unitization, pooling, operating, communitization or other agreement or from any declaration or order of any Governmental Authority (collectively, the "Units", and together with the Leases and Wells, the "O&G Properties");

- (iv) all saltwater disposal systems and related equipment and landowner agreements which are applicable to, used in operation with or associated with the ownership or operation of the O&G Properties, including all saltwater disposal systems and related equipment and landowner agreements which are applicable to, used in operation with or associated with the ownership or operation of the O&G Properties, including those described on Exhibit A, Part 3 (collectively, "Saltwater Systems Interests");
- (v) to the extent assignable or transferable at no cost to Grantor (unless Grantee agrees to pay such cost on behalf of Grantor), all easements, rights-of-way, licenses, permits, servitudes, surface leases, surface use agreements, surface fee tracts, and similar rights, obligations, and interests which are applicable to, used in operation with or associated with the ownership or operation of the O&G Properties, Saltwater Systems Interests and Pipeline Assets including those described on Exhibit A, Part 4 (collectively, the "Easements");
- (vi) all equipment, machinery, fixtures and other personal, movable and mixed property, operational and nonoperational, known or unknown, located on any of the O&G Properties or other Assets or which are applicable to, used in operation with or associated with the ownership or operation of the O&G Properties, Saltwater Systems Interests, Easements and Pipeline Assets including pipelines, gathering systems, manifolds, frac ponds, well equipment, casing, tubing, pumps, motors, fixtures, machinery, compression equipment, flow lines, processing and separation facilities, pads, structures, materials and other items used in the operation thereof (collectively, the "Personal Property");
- (vii) to the extent assignable or transferable at no cost to Grantor (unless Grantee agrees to pay such cost on behalf of Grantor), all contracts and agreements applicable to or burdening the O&G Properties, Saltwater Systems Interests, Easements and Pipeline Assets, including farmout agreements, farmin agreements, joint operating agreements, participation agreements, gathering agreements, transportation agreements, and Hydrocarbon (as defined in Section 1.3.1 of the PSA) sales agreements, equipment rental contracts and similar agreements, including, but not limited to, those described in Exhibit A, Part 5, insofar and only insofar as such contracts or agreements cover and apply to the O&G Properties or the Easements (collectively, the "Related Contracts"), but excluding from such definition all master service agreements, contracts or similar agreements of Grantor or any applicable Affiliates;

### (viii) all Imbalances related to the O&G Properties;

- (ix) to the extent assignable at no cost to Grantor (unless Grantee agrees to pay such cost on behalf of Grantor), originals or copies (whether paper or electronic) of all land and Lease files, right-of-way files, title records, title opinions, well logs, well tests, well files, mud logs, directional surveys, core reports, daily drilling records, machinery and equipment maintenance files, health, environmental and safety information and records, production and accounting records in Excel format reflecting current ownership decks, well master files, division of interest files, working interest owner name and address files and revenue and joint interest billing account information, Tax records (other than with respect to income or franchise Taxes), insofar and only insofar as such are primarily related to any of the O&G Properties, Saltwater Systems Interests, Easements, Pipeline Assets or the Related Contracts (collectively, the "Property Records");
- (x) the seismic, geological, geochemical or geophysical data, cores and logs in Grantor's possession relating to the O&G Properties, except as otherwise provided in *Section 1.2.1* of the PSA (collectively, the "*Data*");
- (xi) all Hydrocarbons produced from or attributable to the O&G Properties, to the extent such Hydrocarbons were produced from and after the Effective Time, and all Hydrocarbons for which Grantor receives an upward adjustment to the Purchase Price pursuant to Section 2.2.2(b) of the PSA;
- (xii) the following items located at the Yard Facility: all printers, photocopiers, scanners, plotters, equipment, inventory, materials, vehicles and rolling stock, frac-swab tanks, office equipment and furniture and contents located at such Yard Facility;
- (xiii) all rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses) whether arising on or after the Effective Time to the

extent such rights, claims, and causes of action relate to any of the Assets or any Buyer's Assumed Obligations;

- (xiv) certain drilling prospects identified by Grantor prior to the Execution Date and described on Exhibit A, Part 7 (collectively, "Drilling Prospects"); and
- (xv) all pipelines which are applicable to, used in operation with or associated with the ownership or operation of the O&G Properties, including three pipelines, one inactive pipeline, and gathering systems and all related equipment, property and rights-of-way associated therewith and contracts related to the operation thereof (collectively, "*Pipeline Assets*") as described on Exhibit A, Part 8; or Exhibit A, Part 4; and all applicable linefill.

EXCEPTING AND RESERVING to Grantor, however, the Excluded Assets identified on *Schedule EA*, including a thirty-five percent (35%) non-operating leasehold interest in and to the Leases covering the Ranger Lands (referred to as the Ranger Project) more specifically described on *Schedule EA*, including the Dargel 1, Hubbell #1 and #2, McElwain #1, McFadden #1 and Kilgore #2 wells, related equipment and other assets; a thirty-five percent (35%) non-operating leasehold interest in and to the Leases covering the Eagle West Lands (referred to as the Eagle West Prospect) more specifically described on *Schedule EA*, including the Farney A-1, Farney B-1 and Farney C-1 wells, related equipment and other assets; and a thirty-five percent (35%) non-operating interest in the respective Areas of Mutual Interest (referred to as the AMIs) of the Ranger Lands and the Eagle West Lands as shown on *Schedule EA* and as governed by the Ranger Joint Operating Agreement, respectively.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever, by, through and under Grantor or its Affiliates, subject, however, to the terms and conditions of this Assignment.

Section 1.2 <u>Special Warranty</u> Grantor shall, until the date that is two (2) years after the Closing Date ("Special Warranty Termination Date"), specially warrant Defensible Title to the Leases and the Wells from and against lawful Claims of third Persons, subject to the Permitted Encumbrances, arising by, through, and under Grantor, but not otherwise (the "Special Warranty"); provided, however, the Special Warranty shall cease and terminate on the Special Warranty Termination Date. The Special Warranty shall be subject to the further limitations and provisions in Section 5.7 of the PSA. The Parties acknowledge and agree that the foregoing warranty shall constitute and be considered a limited warranty of title by, through and under Grantor under the applicable Laws of the State of Kansas EXCEPT AS PROVIDED IN THE PRECEDING SENTENCES OF THIS SECTION 1.2, GRANTOR makes no warranty or representation, express, implied, statutory or otherwise, with respect to GRANTOR's title to any of the Property.

#### Section 1.3 <u>Disclaimers of Warranties</u>.

EXCEPT AS EXPRESSLY SET FORTH IN THE PSA, GRANTOR WILL CONVEY THE PROPERTY TO GRANTEE WITHOUT ANY EXPRESS, STATUTORY OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND, INCLUDING WARRANTIES RELATING TO: (i) THE CONDITION OR MERCHANTABILITY OF THE PROPERTY; (ii) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; OR (iii) FREEDOM FROM OTHER DEFECTS. GRANTEE ACCEPTS THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN THE PSA, GRANTOR MAKES NO REPRESENTATION OR WARRANTY AS TO: (1) THE VALUE, QUALITY, QUANTITY, VOLUME OR DELIVERABILITY OF ANY OIL, GAS OR OTHER MINERALS OR RESERVES (IF ANY) IN, UNDER OR ATTRIBUTABLE TO THE PROPERTY (INCLUDING LIMITATION **PRODUCTION** RATES, **DECLINE** RECOMPLETION OR DRILLING OPPORTUNITIES); (2) GAS BALANCING OR PAYOUT ACCOUNT INFORMATION, ALLOWABLES, OR OTHER REGULATORY MATTERS; (3) PHYSICAL, OPERATING, PERMITTING COMPLIANCE, THE REGULATORY COMPLIANCE, SAFETY OR ENVIRONMENTAL CONDITION OF THE PROPERTY; (4) PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR; OR (5) THE GEOLOGICAL OR ENGINEERING CONDITION OF THE PROPERTY OR ANY VALUE THEREOF.

EXCEPT AS EXPRESSLY SET FORTH IN THE PSA, THE PARTIES EACH DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENTS OR COMMUNICATIONS (ORALLY OR IN WRITING) TO THE OTHER PARTY (INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION CONTAINED IN ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ANY SUCH PARTY BY ANY EMPLOYEE, OFFICER, DIRECTOR, AGENT, CONSULTANT, ENGINEER OR ENGINEERING FIRM, TRUSTEE, REPRESENTATIVE, PARTNER, MEMBER, BENEFICIARY, STOCKHOLDER OR CONTRACTOR OF SUCH DISCLAIMING PARTY OR ITS AFFILIATES) WHEREVER AND HOWEVER MADE, INCLUDING THOSE MADE IN ANY DATA ROOM AND ANY SUPPLEMENTS OR AMENDMENTS THERETO OR DURING ANY NEGOTIATIONS WITH RESPECT TO THE PSA OR ANY CONFIDENTIALITY, OR OTHER AGREEMENT PREVIOUSLY EXECUTED BY THE PARTIES WITH RESPECT TO THE PROPERTY. GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, OR MATERIALITY OF ANY DATA, INFORMATION OR RECORDS FURNISHED TO GRANTEE IN CONNECTION WITH THE PROPERTY. ANY DATA, INFORMATION OR OTHER RECORDS FURNISHED BY OR ON BEHALF OF GRANTOR ARE PROVIDED TO GRANTEE AS A CONVENIENCE ONLY, AND GRANTEE HAS NOT RELIED ON SUCH DATA, BUT GRANTEE HAS BEEN ADVISED BY AND HAS RELIED SOLELY ON ITS OWN EXPERTISE AND LEGAL, TAX, RESERVOIR ENGINEERING, ENVIRONMENTAL CONSULTING, AND OTHER PROFESSIONAL COUNSEL CONCERNING THIS TRANSACTION, THE PROPERTY AND THE VALUE THEREOF.

# ARTICLE 2. ASSUMPTION OF OBLIGATIONS

### Section 2.1 <u>Assumed Obligations</u>.

Grantee hereby assumes and agrees to fulfill, perform, pay and discharge (or cause to be timely fulfilled, performed, paid or discharged) all of the Buyer's Assumed Obligations under the PSA upon and after the Closing Date.

### Section 2.2 **Basic Documents**.

The sale, transfer and conveyance of the Property to Grantee is subject to, and Grantee agrees to be bound to and to perform, any and all obligations under the Easements, Related Contracts and all other agreements or instruments pertaining to the Property (collectively, the "Basic Documents"), and, subject to Grantee's rights under the PSA, hereby assumes and agrees to fulfill, perform, pay and discharge all of Grantor's obligations under the Basic Documents; provided, however, that in no event will any Basic Documents include Excluded Assets, and Grantee's assumption of such obligations shall become effective upon and after the Closing Date, unless otherwise provided for under the PSA.

# ARTICLE 3. MISCELLANEOUS

## Section 3.1 Further Assurances.

Grantor and Grantee agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other Party for carrying out the purposes of this Assignment and the PSA.

### Section 3.2 **PSA**.

This Assignment is delivered pursuant to, and hereby made subject to, the terms and conditions of the PSA. In the event that any provision of this Assignment is construed to conflict with any provision of the PSA, the provisions of the PSA shall be deemed controlling to the extent of such conflict.

### Section 3.3 Successors and Assigns.

This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

## Section 3.4 **Counterparts**.

This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. No Party shall be bound until such time as all of the Parties have executed counterparts of this Assignment.

[signature page follows]

first above written.	ament has been signed by each of the Parties on the date
(Corporate Seal)	Woolsey Energy Corporation, A Kansas corporation
	1x 1xansus corporation
ATTEST:	By: Stt Fraiz-
May be broken (Assistant) Secretary	Name: Scott Franzer Title: President / Treasurer
(Assistant) Secretary	Woolsey Five, LLC, a Kansas limited liability company
	By: Stt Fraiz-
	Name: Scott Fraiter Title: Manager
	Woolsey Operating Company, LLC, a Kansas limited liability company
	By: Stt Franz
	Name: Scott Franzer Title: Manager
	Bluestem Gas Marketing, L.L.C., a Kansas limited liability company by Woolsey Componies, In Manager  By: Stt Franker  Name: Scott Franker  Title: President / Treasurer
	American Pipeline Company, L.L.C., a Kansas limited liability company by Woolsey Companies, Inc.  Manager
	By: Stt Franze Name: Scott Franzer Title: President Tressurer
	SPUR, LLC, a Kansas limited liability company by woolsey Energy Corporation, Manager,
	By: St trais— Name: Scott Franker Title: President / Treasurer
	SPUR II, LLC, a Kansas limited liability by company Woolse, Energy Corperation,
	By: Stt Traiz- Name: Scott Fraizor Title: President / Traisvier

SPUR III,	LLC	, a Kanşas li	mited liabi	lity	
company	64	, a Kansas li Woolscy	Energy	Cerpora	tion,
	M	anager'	• •		

By: Stt Trans
Name: Scott Franzer
Title: Presidont | Treasurer

(Corporate Seal)	[Grantee]
ATTEST:	By:Name:Title:
(Assistant) Secretary	
Grantor:	
STATE OF KANSAS §	
STATE OF KANSAS § COUNTY OF <u>Sedgwick</u> §	
BE IT KNOWN, that on this me, the undersigned authority, personally caherein in his capacity as <u>President/1</u> corporation, to me personally known to be foregoing instrument as the said <u>President</u> acknowledged to me, Notary, that he executive	day of Jonuary , 20222, before appearing reasurer of Woolsey Energy Corporation, a Kansas the identical person whose name is subscribed to the dant reasure, said corporation, and declared and atted the same on behalf of said corporation with full at the said instrument is the free act and deed of the ses, purposes and benefits therein expressed.
HOTARY PUBLIC - Stee of Karses LINDSAY L. WEBER My Appl. Expires 10/26/22	Printed Name: Lindsay L. Weber
happings and real tenter or to only. Any consecutive deviated confusion control successions that are	Notary Public for the State of Kansas
My commission expires: 10/26/22	County of <u>Sedgwick</u> Lyndsay, L. Well

STATE OF KANSAS §
COUNTY OF Sedgwick §
BE IT KNOWN, that on this 31st day of January, 2022 before me, the undersigned authority, personally came and appeared Scott Fraizer appearing herein in his capacity as manager of Woolsey Five, LLC, a Kansas limited liability company, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said manager of said limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of its Members, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses purposes and benefits therein expressed.  Printed Name: Lind Say C. Weber
NOTARY PUBLIC - State of Kansas  LINDSAY L. WEBER  My Assoc Extres 10/26/22  My commission expires: 10/26/22
STATE OF KANSAS §
COUNTY OF Sedgwick §
BE IT KNOWN, that on this 31 <sup>5†</sup> day of January, 20222 before me, the undersigned authority, personally came and appeared Scott Frazer appearing herein in his capacity as manager of Woolsey Operating Company, LLC a Kansas limited liability company, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said manager of said limited liability company, and declared and acknowledged to me, Notary, that he executed the same or behalf of said limited liability company with full authority of its Members, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.
Printed Name: Lindsay L. Weber  Wy Aspit Expres 10/26/22  Notary Public for the State of Kansas

My commission expires: 10/26/27

STATE OF KANSAS COUNTY OF Sedgwick §

BE IT KNOWN, that on this 315t day of January, 20222, before me, the undersigned authority, personally came and appeared Scott Fraizer appearing herein in his capacity as resident Treasurer of woolsey companies Inc. of Bluestem Gas Marketing, L.L.C., a Kansas limited liability company, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said President/Transwer of woolsey companies Inc. of said limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of its Members, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC - State of Kansas LINDSAY L. WEBER My April Explas 10/26/22

Printed Name: Lindsay L. Weber

Notary Public for the State of Kansas County of <u>Sedquick</u>

My commission expires: 10/26/22

Lindsay J. Will

STATE OF KANSAS

COUNTY OF Sedgwick §

BE IT KNOWN, that on this 315t day of January before me, the undersigned authority, personally came and appeared Scott Fraiter appearing herein in his capacity as President/Transurer of Woolsey Companies Inc., of American Pipeline Company, L.L.C., a Kansas limited liability company, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said fresident/Treasurer of woolsey Companies Inc., as manager of said limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of its Members, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC - State of Kansas LINDSAY L. WEBER My Appl Expires 10/26/22

Printed Name: Lindsay L. Weber

Notary Public for the State of Kansas County of Sedqwick

My commission expires: 10/26/22

Lindsay L. With

STATE OF KA	NSAS	§
		§
COUNTY OF	Sedgwick	§

BE IT KNOWN, that on this 315t day of January, 20222, before me, the undersigned authority, personally came and appeared Scott Fraizer appearing herein in his capacity as President/Treasurer of Woolsey Energy Corporation, os manager of SPUR, LLC, a Kansas limited liability company, to me personally known to be the identical whose name is subscribed to the foregoing instrument as the President/Treasurer of woolsey Energy Corporation, as Manager of said limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of its Members, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC - State of Karons LINDSAY L. WEBER My Appl Bots 10/26/22

Printed Name: Lindsay L. Weber

Notary Public for the State of Kansas County of <u>Sedqwid</u>

My commission expires: 10/26/22

Lindsay L. Will

STATE OF KANSAS COUNTY OF Sedqwick §

BE IT KNOWN, that on this 3/St day of Jonuary, 2022z, before me, the undersigned authority, personally came and appeared 5cott Fraiter appearing herein in his capacity as <u>fresident/Treasurer</u> of <u>woolsey Energy Corporation</u>, as <u>Manager</u> of SPUR II, LLC, a Kansas limited liability company, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said President/Treasurer of Woslsey Energy Corporation, Os Manager of said limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of its Members, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.

MOTARY PUBLIC - State of Kandes LINDSAY L. WEBER My Appl Extes 10/26/22

Printed Name: Lindsay C. Weber

Lindsay L. Wer

Notary Public for the State of Kansas County of <u>Sedqwick</u>

My commission expires: 10/26/22

11

STATE OF KANSAS §
COUNTY OF Sedgwick §

BE IT KNOWN, that on this 31st day of January , 20222, before me, the undersigned authority, personally came and appeared Scott Fraizer appearing herein in his capacity as President/Treasurer & woolsey Energy Corporation as Manager of SPUR III, LLC, a Kansas limited liability company, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said President/Treasurer & woolsey Energy Corporation, as Manager of said limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of its Members, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC - 95% of Kansas LINDSAY L. WEBER My Appl. Expres 10/26/22

My commission expires: 10/24/22

Printed Name: Lindsay L. Weber

Notary Public for the State of Kansas County of <u>Sedqwick</u>

Lindsay L. Wen

#### EXHIBIT "A" - PART 1 (LEASES)

					Recording			T	1 .		Τ.	
Contract File			Contract Original	Contract	Information				·		'	
Number	Contract Alt. Number	Contract Lessor Name	Lessee Name	Date	(Bk-Page)	County	State	Sec	Twn	Rng	SURVEY	BLK Contract Legal Description
												Section 7: NE/4 lying South of right of way of A.T.S.F. railroad, less that portion of the following described tract which is in the NE/4:  Commencing at the Northeast corner of the Northeast Quarter of Section 7; thence South along the East line of said Northeast Quarter 1,596.73 fee for the point of beginning; thence continuing South along said section line 1,900.58 feet; thence with a deflection angle 90° 00' 00" West 399.34 feet thence with a deflection angle 91° 57' 33" right-North 320.84 feet; thence with a deflection angle 90° 53' 38" left-West 472.66 feet; thence with a
												deflection angle 158° 08' 59" right-Northwest 788.47 feet; thence with a
•		MESSENGER RANCH, INC. WILLIAM C.	WOOLSEY					İ				deflection angle 30° 07' 19" right-North 828.73 feet; thence with a
		MESSENGER AND JEANETTE R. MESSENGER,	ENERGY									deflection angle 87° 44' 18" right-East 1,245.72 feet to the point of
K-2266 (HBP)	MESSENGER 1 (LEASE 2)		CORPORATION	5/6/2006	019-134	Kingman	KS	7	305	6W		beginning.
	NICHOLAS "A" 1 (LEASE	W.H. MESSENGER AND ROSA BELLE										Township 30 South-Range 6 West
K-6231 (HBP)	2)	MESSENGER, HIS WIFE	ROBERT A. CLARK	1/16/1974	MISC 142-93	Kingman	KS	18	30S	6W		Section 18: N/2 N/2
K-6384 (HBP)	HARDER 1, 2	ROBERT L. HARDER AND J. CHRISTINE HARDER, TRUSTEES OF THE ROBERT L. HARDER REVOCABLE TRUST DATED MAY 6, 2015	HD LAND SERVICES, LLC	6/13/2018	OG48-3	Kingman	KS	31	30S	6W		TOWNSHIP 30 SOUTH, RANGE 6 WEST SECTION 31: W/2 E/2; S/2 NW/4; SW/4
IK 0304 (IIBI )	TIANDEN 1, 2	,		0/13/2018	0048-3	Kiligiliali	N3	31	303	OVV		Township 30 South-Range 7 West Section 12: SW/4 NW/4; W/2 SW/4
		HARRY A. SPRAGUE AND VIOLA SPRAGUE, HIS	DALE M.									Section 13: NW/4; W/2 NE/4
K-6244 (HBP)	SPRAGUE 1, 2	WIFE SYBLE NICHOLAS, A WIDOW; CARL W. RAIDA, A	SPRAGUE	10/1/1976	152-167	Kingman	KS	12	30S	7W	1	Section 14: E/2 NE/4; North 10 acres NE/4 SE/4
K-6230 (HBP)	1	SINGLE PERSON; CARL W. RAIDA, A SINGLE PERSON; CARL W. RAIDA TO RECEIVE ALL LEASE MONIES	TEXAS OIL & GAS	8/10/1976	MISC 152-101	Vingman	KS	13	30S	7W		Township 30 South-Range 7 West Section 13: E/2 NE/4
K 0230 (IIBI )	-1	ALL LEAGE WIONILS	CONT.	8/10/19/0	10113C 132-101	Milginan	N.S	13	303	7 00	-	Township 30 South-Range 7 West
		HARRY A. SPRAGUE AND VIOLA SPRAGUE, HIS	DALE M.									Section 12: SW/4 NW/4; W/2 SW/4 Section 13: NW/4; W/2 NE/4
K-6244 (HBP)	SPRAGUE 1, 2	WIFE	SPRAGUE	10/1/1976	152-167	Kingman	KS	13	30S	7W		Section 14: E/2 NE/4; North 10 acres NE/4 SE/4
		HARRY A. SPRAGUE AND VIOLA SPRAGUE, HIS	DALE M.									Township 30 South-Range 7 West Section 12: SW/4 NW/4; W/2 SW/4 Section 13: NW/4; W/2 NE/4
K-6244 (HBP)	SPRAGUE 1, 2	WIFE	SPRAGUE	10/1/1976	152-167	Kingman	KS	14	30S	7W		Section 14: E/2 NE/4; North 10 acres NE/4 SE/4
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K-6187 (HBP)	BINFORD "A" 1	HIS WIFE	ROBERT H. KIRK	6/25/1973	14-473	Kiowa	KS	5	285	16W		Section 5: NE/4
												Township 28 South-Range 16 West
K-6192 (HBP)	KENDALL "A" 1	ADA W. KENDALL, A WIDOW	ROBERT A. CLARK	1/21/1975	15-349	Kiowa	KS	10	285	16W		Section 10: NE/4
	LEWIS RALSTIN 1 (LEASE		WOOLSEY ENERGY									Township 28 South-Range 19 West
K-2026a (HBP)	1)	GEORGE L. RALSTIN	CORPORATION	9/23/2005	20-1708	Kiowa	KS	7	28\$	19W		Section 7: SW/4 SW/4