KOLAR Document ID: 1604481

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

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

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

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

| Check applicable boxes: | 1 |
|--|--|
| Oil Lease: No. of Oil Wells** | Effective Date of Transfer: |
| Gas Lease: No. of Gas Wells** | KS Dept of Revenue Lease No.: |
| Gas Gathering System: | Lease Name: |
| Saltwater Disposal Well - Permit No.: | |
| Spot Location:feet from N / S Line | SecTwpRE \[V \] |
| 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 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 | is acknowledged as |
| the new operator and may continue to inject fluids as authorized by | the new operator of the above named lease containing the surface pit |
| Permit No.: Recommended action: | permitted by No.: |
| | |
| Date: | Date: |
| Authorized Signature | Authorized Signature |
| DISTRICT EPR | PRODUCTION UIC |
| I | |

KOLAR Document ID: 1604481

Side Two

Must Be Filed For All Wells

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

A separate sheet may be attached if necessary.

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

KOLAR Document ID: 1604481

Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
July 2021
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 (Cat | thodic Protection Borehole Intent) |
|--|---|
| OPERATOR: License # | Well Location: |
| Name: | |
| Address 1: | County: |
| Address 2: | Lease Name: Well #: |
| City: | If filing a Form T-1 for multiple wells on a lease, enter the legal description of |
| Contact Person: | the lease below: |
| Phone: () Fax: () | |
| Email Address: | |
| Surface Owner Information: | |
| Name: | When filing a Form T-1 involving multiple surface owners, attach an additional |
| Address 1: | sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the |
| Address 2: | county, and in the real estate property tax records of the county treasurer. |
| City: | |
| the KCC with a plat showing the predicted locations of lease roads, tank be are preliminary non-binding estimates. The locations may be entered on the Select one of the following: | |
| ☐ I certify that, pursuant to the Kansas Surface Owner Notice A provided the following to the surface owner(s) of the land upor Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing C-1 or Form CB-1, the plat(s) required by this form; and 3) my op | n which the subject well is or will be located: 1) a copy of the in connection with this form; 2) if the form being filed is a Form |
| I have not provided this information to the surface owner(s). I a the KCC will be required to send this information to the surface of this task, I acknowledge that I must provide the name and address and that I am being charged a \$30.00 handling fee, payable to the | owner(s). To mitigate the additional cost of the KCC performing uses of the surface owner by filling out the top section of this form |
| If choosing the second option, submit payment of the \$30.00 handling fe form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 | |
| I hereby certify that the statements made herein are true and correct to the | ne best of my knowledge and belief. |
| Date: Signature of Operator or Agent: | Title: |

ASSIGNMENT OF WORKING INTERESTS IN OIL AND GAS LEASES

[STAFFORD COUNTY, KANSAS]

CASTELLI ENERGY, L.L.C., an Oklahoma limited liability company, individually and as successor-by-merger to Castelli Exploration, Inc., and MC3 Energy, L.L.C. (hereafter, "Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, convey, transfer and set over 95% of Assignor's right, title and interest in and to its working interest in the oil and gas leases described on Schedule 1 ("Leases"), attached hereto and made a part hereof by this reference, unto the following named parties (collectively, "Assignee") in the following percentages, their successors and assigns:

| GMDOC, LLC | 70% |
|---------------------|-----|
| SAAZ, LLC | 10% |
| ROBERT J. GUTRU, LP | 10% |
| DECKER OIL, LLC | 10% |

together with a like interest in the rights to pooled or unitized acreage of which the Leases and Wells (defined below) are part, and a like interest in and to the property incident and appurtenant thereto, which shall include, without limitation, all of Assignors' right, title and interest in and to:

- 1) the saltwater disposal agreements described on <u>Schedule 1</u> ("<u>SWD Agreements</u>"),
- 2) the oil and/or gas wells, and the injection and disposal wells described on Schedule 1 ("Wells"), but expressly excluding any oil and/or gas wells, injection or disposal wells, or any other well or wellbore of any kind, whether active, inactive, plugged or unplugged and abandoned, situated on the lands covered by the Leases and SWD Agreements that is not specifically described on Schedule 1;
- 3) the equipment, machinery, fixtures and other personal, and mixed property situated on the Leases and lands covered by the SWD Agreements, or otherwise appurtenant to or currently used or held for use in connection with the ownership or operation of the Leases, SWD Agreements and Wells, including, without limitation, well equipment, casing, rods, tubing, tanks, pumps, motors, fixtures, machinery, meters, inventory, separators, knock-outs, dehydrators, compressors, treaters, power lines, field

processing facilities, surface and downhole equipment, flowlines, gathering lines and systems, transmission lines and all other pipelines ("Equipment");

- 4) the unsold oil in storage attributable to the Leases ("Stored Oil");
- 5) all permits, servitudes, easements, rights-of-way, operating rights and agreements, orders, assignments, gas purchase and sale contracts, oil purchase and sale agreements, farmin and farmout agreements, transportation and marketing agreements, operating agreements, unit agreements, declarations of units, processing agreements, options, facilities or equipment leases, surface use agreements, warranties, licenses and other contracts, agreements and rights used, held for use, or appurtenant to the beneficial use and enjoyment, ownership or operation of the Leases, SWD Agreements, Wells, and Equipment, or with the production or treatment of oil, gas and saltwater from or attributable to the Leases, SWD Agreements, or Wells ("Contracts");
- 6) all of the files, records, information and data pertaining to the Leases, SWD Agreements, Wells, Equipment, or Contracts in the possession of Assignor ("Records"), including, without limitation, title records, abstracts, title opinions, title certificates, title policies, production records, severance tax records, reservoir and well information, drill stem tests, well logs, bond logs, casing pressure and mechanical integrity tests, geologic and geophysical data, and all other information relating in any way to the ownership or operation thereof.

TO HAVE AND TO HOLD the interests and property herein assigned and conveyed by Assignor to Assignee, and the successors and assigns of Assignee, according to the terms and conditions of the Leases and SWD Agreements, and together with all and singular tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining.

Assignors hereby warrants to Assignee that its working interest and net revenue interest in and to the Leases and Wells are being delivered as to all lands and depths described on Schedule 1 and at not less than working interest and net revenue interest stated therein, free and clear of liens and encumbrances. The working interests and net revenue interests in the Leases and Wells stated on Schedule 1 are for purposes of this warranty of title, but do not constitute a limitation on the interests assigned hereunder, which shall include all of Assignor's working interest in and to the Leases. Notwithstanding the foregoing warranty of title, ASSIGNOR HEREBY EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND BUYER HEREBY ACKNOWLEDGES THAT IT IS ACQUIRING THE WELLS AND EQUIPMENT "AS-IS, WHERE-IS, WITH ALL FAULTS."

This Assignment of Working Interest in Oil and Gas Leases is made in consideration of, pursuant to and in connection with, and expressly subject to the terms, conditions, representations, warranties and covenants set forth in that certain Asset Purchase and Sale Agreement dated February 24, 2022, but effective as of the end of the day on March 31, 2022 ("<u>Effective Time</u>") by and between Assignor and GMDOC, LLC. The Working Interests assigned hereunder are further subject to that certain Operating Agreement—Castelli Acquisition, dated April 1, 2022, entered

into by Darrah Oil Company, LLC and Grand Mesa Operating Company, as operator, and by Assignor and Assignee as non-operators.

IN WITNESS WHEREOF, this Assignment has been executed the date of the acknowledgments below, but shall be effective for all purposes as of the Effective Time.

"Assignor":

CASTELLI ENERGY, L.L.C.

By: _____/

Thomas P. Castelli, Manager

STATE OF (OKlahoma)

) ss.

COUNTY OF OK lahoma

This instrument was acknowledged before me on this 22nd day of April, 2022, by Thomas P. Castelli, as Manager of Castelli Energy, L.L.C., an Oklahoma limited liability company, on behalf of said company.

My commission expires:

01/28/24

Notary Public

TISHA L. LOVE

Notary Public

State of Oklahoma

Commission #08001005 Exp: 01/28/24

| "Assignee" | |
|---|---|
| GMDOC, LLC By its manager Grand Mesa Operating Company By: Michael J. Reilly, President | By: Michael L Reilly, attorney-in-fact for the James P. Reilly Revocable Trust, the General Partner of Robert J. Gutru, LP |
| STATE OF KANSAS) ss: COUNTY OF SEDGWICK This instrument was acknowledged before J. Reilly, as President of Grand Mesa Operating Co of GMDOC, LLC, a Kansas limited liability compa My commission expires: July 21, 2023 PHYLLIS E. BREWER Notary Public - State of Kansas My Appt. Expires 7-21-23 | |
| STATE OF KANSAS)) ss: COUNTY OF SEDGWICK) This instrument was acknowledged before J. Reilly, as attorney-in-fact for the James P. Rei Robert J. Gutru, LP, a Kansas limited partnership, My commission expires: July 21, 2023 | on behalf of said trust and limited partnership. |
| | Notary Public, Phyllis E. Brewer 1262 |

PHYLLIS E. BREWER
Notary Public - State of Kansas
My Appt. Expires 7-21-23

| "Assignee" | |
|--|---|
| SAAZ, LLC By: William J. Dayrah, Manager | DECKER OIL, LLC By: Stephen Decker, Manager |
| STATE OF KANSAS)) ss: COUNTY OF SEDGWICK) | |
| This instrument was acknowledged before J. Darrah, as manager of SAAZ, LLC, a Kansa company. My commission expires: 04-15-2023 | s limited liability company, on behalf of said |
| AMBER A. KEITH Notary Public - State of Kansas My Appt. Expires April 15, 2023 | Notary Public |
| STATE OF KANSAS)) ss: COUNTY OF SEDGWICK) | Mark |
| This instrument was acknowledged before Decker, as manager of Decker Oil, LLC, a Kans company. My commission expires: 9/15/2024 | e me on this day of April, 2022, by Stephen as limited liability company, on behalf of said |
| | HARLAN CLONTS NOTARY PUBLIC STATE OF KANSAS My Appt. Exp. 9/15/2024 |

SCHEDULE 1

To Assignment of Working Interests in Oil and Gas Leases

"Wells"

| NAME | WI% | OIL NRI | GAS NRI | ST:CTY-SEC | API# |
|---------------|------------|------------|------------|---------------------------|-------------------|
| SEIBERT #1-5 | 1.00000000 | 0.80000000 | 0.80000000 | KS:STAF-005-025S- 015W | API:1518523077000 |
| SEIBERT #2-5 | 0.96500000 | 0.77200000 | 0.77200000 | KS:STAF-005-025S- 015W | API:1518523167000 |
| AIKEN #1 | 0.68750000 | 0.55000000 | 0.55000000 | KS:STAF-006-025S- 015W | API:1518522455000 |
| AIKEN #2 | 0.65000000 | 0.52000000 | 0.52000000 | KS:STAF-006-025S- 015W | API:1518523078000 |
| AIKEN #3 | 0.65000000 | 0.52000000 | 0.52000000 | KS:STAF-006-025S- 015W | API:1518523145000 |
| KNUDSEN | 1.00000000 | 0.82031250 | 0.82031250 | KS:STAF-006-025S- 015W | API:1518500369000 |
| SEIBERT #3-31 | 1.00000000 | 0.80000000 | 0.80000000 | KS:STAF-031-022S- 015W | API:1518523154000 |
| SEIBERT #2-31 | 1.00000000 | 0.80000000 | 0.80000000 | KS:STAF-031-024S- 015W | API:1518523154000 |
| SEIBERT #A-1 | 1.00000000 | 0.80000000 | 0.80000000 | KS:STAF-032-024S- 015W | API:1518523085000 |
| HARRIS #1-34 | 1.00000000 | 0.82040100 | 0.82040100 | KS:STAF-034-024S- 015W | API:115020041841 |

"Leases"

Stafford County, Kansas

Lessor:

C.G. Seibert and S.L. Seibert, his wife

Lessee: Dated:

H. Ben Cox June 30, 1942 Book 17, Page 88

Recorded:

Township 24 South, Range 15 West

Description:

Section 31: S/2 SW/4 and S/2 SE/4

Lessor:

Verne Seibert and Wilma June Seibert, his wife

Lessee: Dated:

J. Fred Hambright August 18, 1997 Book 141, Page 363

Recorded:

Township 25 South, Range 15 West

Description: Section 5:

NW/4, a/d/a Lot 3 and 4 and S/2 NW/4

Lessor:

Verne Seibert and Wilma June Seibert, his wife

Lessee:

J. Fred Hambright November 27, 1996 Book 137, Page 701

Dated: Recorded:

Description:

Township 24 South, Range 15 West

Section 32: SE/4

Lessor:

Paul Case Aiken, II and Nancy B. Aiken, his wife; Patricia Aiken O'Neill

and John O'Neill, her husband; Carol Anne Preece, single

Lessee: Dated:

J. Fred Hambright December 3, 1996 Recorded: Book 141, Page 281

Description:

Township 25 South, Range 15 West

Section 6:

Lots 1 and 2 and S/2 NE/4, a/d/a NE/4; SE/4

Lessor:

Ima A. Knudsen and K.C. Knudsen, her husband

Lessee: Dated:

Alfred W. Stude August 29, 1962 Book 47, Page 385

Recorded: Description:

Township 25 South, Range 15 West

Section 6:

SW/4

Lessor: Lessee:

W.S. Harris, et ux L.K. Parrish, et al December 17, 1947

Dated: Recorded: Description:

Book 25, Page 307 Township 24 South, Range 15 West

Section 34: N/2 NE/4 Lessor:

Park Reefy Arnold, et ux

Lessee: Dated:

L.K. Parrish, et al December 17, 1947

Recorded:

Book 25, Page 309

Description:

Township 24 South, Range 15 West

Section 34: N/2 NE/4

Lessor:

Argo Oil Corporation, et al

Lessee: Dated:

L.K. Parrish, et al December 17, 1947 Book 25, Page 305

Recorded: Description:

Township 24 South, Range 15 West

N/2 NE/4

Section 34:

Lessor:

Olive Ann Beach, Guardian

Lessee:

L.K. Parrish, et al April 19, 1948

Dated:

Book 25, Page 355

Recorded: Description:

Township 24 South, Range 15 West

Section 34: N/2 NE/4

Lessor:

Olive Ann Beach, Guardian

Lessee:

L.K. Parrish, et al

Dated:

April 19, 1948 Book 25, Page 353

Recorded: Description:

Township 24 South, Range 15 West

Section 34: N/2 NE/4