KOLAR Document ID: 1604524

OIL & GAS CONSE	ATION COMMISSION Form T-1 April 2019 RVATION DIVISION Form must be Signed Form must be Signed
TRANSFER OF INJECTION Form KSONA-1, Certification of Compliance w	NGE OF OPERATOR All blanks must be Filled I OR SURFACE PIT PERMIT ith the Kansas Surface Owner Notification Act,
Check applicable boxes: MUST be submit	ted with this form.
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	
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:	
** Side Two Must Be Completed.	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:
	Date:
Title:	Signature:
New Operator's License No	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
	 Date:
New Operator's Email:	
Title:	Signature:
	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation 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 F	PRODUCTION UIC

Side Two

Must Be Filed For All Wells

* 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		
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		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		

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.

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KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

Form KSONA-
July 202
Form Must Be Typed
Form must be Signed
All blanks must be Filled

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:
Contact Person:	ine 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: State: Zip:+	

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 (see Chapter 55 of the Kansas Statutes Annotated), 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: ______

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, "<u>Assignor</u>"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, convey, transfer and set over <u>95%</u> of Assignor's right, title and interest in and to its working interest in the oil and gas leases described on <u>Schedule 1</u> ("<u>Leases</u>"), attached hereto and made a part hereof by this reference, unto the following named parties (collectively, "<u>Assignee</u>") 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 <u>Schedule 1</u> ("<u>Wells</u>"), 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 <u>Schedule 1</u>;
- 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 ("<u>Records</u>"), 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 <u>Schedule</u> <u>1</u> 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 <u>Schedule 1</u> 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 ("Effective Time") 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 ()Klahoma)) SS. COUNTY OF CK Choma

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

sha

Notary Public

OTAR TISHA L. LOVE SEAL Notary Public State of Oklahoma UBL Commission #08001005 Exp: 01/28/24

"Assignee"

GMDOC, LLC By its manager Grand Mesa Operating Company

By: Michael J. Reilly, President

STATE OF KANSAS)) ss: COUNTY OF SEDGWICK) ROBERT J. GUTRU, LP

By:

Michael J. Reilly, attorney-in-fact for the James P. Reilly Revocable Trust, the General Partner of Robert J. Gutru, LP

May

This instrument was acknowledged before me on this <u>3rd</u> day of <u>April</u>, 2022, by Michael J. Reilly, as President of Grand Mesa Operating Company, a Kansas corporation, as the manager of GMDOC, LLC, a Kansas limited liability company, on behalf of said corporation and company.

My commission expires: July 21, 2023

PHYLLIS E. BREWER Notary Public - State of Kansas My Appt. Expires 7 71-22

Notary Public, Phyllis E. Brewer (126

1262

STATE OF KANSAS)) ss: COUNTY OF SEDGWICK)

May

This instrument was acknowledged before me on this <u>3rd</u>day of April, 2022, by Michael J. Reilly, as attorney-in-fact for the James P. Reilly Revocable Trust, as the general partner of Robert J. Gutru, LP, a Kansas limited partnership, on behalf of said trust and limited partnership.

My commission expires: July 21, 2023

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

Notary Public, Phyllis E. Brewer 1262

"Assignee"

SAAZ, LLC	DECKER OIL, LLC
By: William J. Darrah, Manager	By: Stephen Decker, Manager
STATE OF KANSAS)	
) ss:	
COUNTY OF SEDGWICK)	1 01 - 1
This instrument was acknowledged before J. Darrah, as manager of SAAZ, LLC, a Kansas	me on this <u>3</u> day of <u>April</u> , 2022, by William limited liability company, on behalf of said
company.	Λ Λ Λ
My commission expires: 04 - 15 - 2023	Umber Cl. Letto
AMBER A. KEITH Notary Public - State of Kansas My Appt. Expires April 15, 2023	Notary Public
STATE OF KANSAS)	
) ss:	
COUNTY OF SEDGWICK)	
	May.
	me on this $\frac{3^{20}}{2}$ day of April, 2022, by Stephen
Decker, as manager of Decker Oil, LLC, a Kansa	as limited liability company, on behalf of said

company.

My commission expires: 9/15/2024

Notary Public

0 n HARLAN CLONTS NOTARY PUBLIC STATE OF KANSAS My Appt. Exp. 21/15/202-13,41.

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	0.8000000	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	0.8000000	KS:STAF-031-022S- 015W	API:1518523154000
SEIBERT #2-31	1.00000000	0.80000000	0.8000000	KS:STAF-031-024S- 015W	API:1518523154000
SEIBERT #A-1	1.0000000	0.80000000	0.8000000	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: Lessee: Dated: Recorded: Description:	C.G. Seibert and S.L. Seibert, his wife H. Ben Cox June 30, 1942 Book 17, Page 88 <u>Township 24 South, Range 15 West</u> Section 31: S/2 SW/4 and S/2 SE/4
Lessor: Lessee: Dated: Recorded: Description:	Verne Seibert and Wilma June Seibert, his wife J. Fred Hambright August 18, 1997 Book 141, Page 363 <u>Township 25 South, Range 15 West</u> Section 5: NW/4, a/d/a Lot 3 and 4 and S/2 NW/4
Lessor: Lessee: Dated: Recorded: Description:	Verne Seibert and Wilma June Seibert, his wife J. Fred Hambright November 27, 1996 Book 137, Page 701 <u>Township 24 South, Range 15 West</u> Section 32: SE/4
Lessor: Lessee: Dated: Recorded: Description:	 Paul Case Aiken, II and Nancy B. Aiken, his wife; Patricia Aiken O'Neill and John O'Neill, her husband; Carol Anne Preece, single J. Fred Hambright December 3, 1996 Book 141, Page 281 <u>Township 25 South, Range 15 West</u> Section 6: Lots 1 and 2 and S/2 NE/4, a/d/a NE/4; SE/4
Lessor: Lessee: Dated: Recorded: Description:	Ima A. Knudsen and K.C. Knudsen, her husband Alfred W. Stude August 29, 1962 Book 47, Page 385 <u>Township 25 South, Range 15 West</u> Section 6: SW/4
Lessor: Lessee: Dated: Recorded: Description:	W.S. Harris, et ux L.K. Parrish, et al December 17, 1947 Book 25, Page 307 <u>Township 24 South, Range 15 West</u> Section 34: N/2 NE/4

Lessor:	Park Reefy Arnold, et ux
Lessee:	L.K. Parrish, et al
Dated:	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:	L.K. Parrish, et al
Dated:	December 17, 1947
Recorded:	Book 25, Page 305
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
Recorded:	Book 25, Page 355
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
Recorded:	Book 25, Page 353
Description:	Township 24 South, Range 15 West
-	Section 34: N/2 NE/4