

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

_____ is acknowledged as 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 _____

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:	Circle:		
		FSL/FNL	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 2021

Form Must Be Typed

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**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 (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: _____ Title: _____

State of KANSAS
County of COWLEY

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (this “Assignment”), executed as of the date the Assignor receives from the Assignee the consideration due hereunder (the “Closing”), but effective as of 7:00 a.m., local time, on 04/01/2022 (the “Effective Time”), is from ENDEAVOR ENERGY RESOURCES, L.P., a Texas limited partnership, whose address is 110 North Marienfeld, Midland, Texas 79701 (the “Assignor”), to REDBUD ENERGY PARTNERS, LLC, a ~~TEXAS LLC~~ **DELAWARE LLC**, whose address is 16000 STUEBNER AIRLINE, SUITE 320, SPRING, TX 77379, (the “Assignee”).

**PART I
GRANTING AND HABENDUM CLAUSES**

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has transferred, bargained, conveyed, and assigned, and does hereby transfer, bargain, convey and assign to Assignee, without warranty of title of any kind, expressed or implied, and subject to the terms and conditions hereinafter set out, effective for all purposes as of the Effective Time, all of the right, title and interest of Assignor in and to the following properties and assets (collectively, the “Assets”):

- a. Any and all leasehold interests, working interests, operating rights interests, or cost-bearing interests in those oil and gas leases; oil, gas, and mineral leases; subleases and other leaseholds; carried interests; farmout rights; options; and other properties and interests described on Exhibit “A” (collectively, the “Leases”), together with each and every kind and character of right, title, claim, and interest that Assignor has in and to the Leases, **insofar and only insofar** as those Leases cover those lands and depths that are described on Exhibit “A”, and those lands pooled, unitized, communitized, or consolidated therewith (collectively, the “Lands”);
- b. All oil, gas, water or injection wells, whether producing, drilling, shut-in, or temporarily abandoned located on the Lands to the extent covered by the Leases, including, without limitation, those wells described on Exhibit “A-1” attached hereto (collectively, the “Wells”);
- c. Those leasehold interests in or to any pools or units that include any portion of the Lands or all or a part of any Leases, **insofar and only insofar** as they cover the Lands, or include any of the Wells (collectively, the “Units”), and including those interests of Assignor in production from any such Unit, whether such Unit production comes from Wells located on or off of a Lease, and all tenements, hereditaments, and appurtenances belonging to the Leases and Units (said Units, together with the Leases, Lands, and Wells, to be collectively referred to herein as the “Properties”);
- d. All contracts, agreements, and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties, to the extent solely applicable to the Properties, rather than Assignor’s other properties, including, but not limited to, operating agreements, unitization, pooling, and communitization agreements, declarations and orders, joint venture agreements, farmin and farmout agreements, water rights agreements, exploration agreements, participation agreements, exchange agreements, transportation or gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas, or processing agreements, to the extent applicable to the Properties, or the production of oil and gas and other minerals and products produced in association therewith from the Properties (collectively, the “Contracts”), but excluding any contracts, agreements, and instruments to the extent transfer is restricted by third-party agreement or applicable law and the necessary consents to transfer have not been obtained, including, without limitation, those Contracts described on Exhibit “A-2” attached hereto;

- e. All easements, permits, licenses, servitudes, rights-of-way, and surface leases (collectively, the “**Easements**”) appurtenant to, and used or held for use solely in connection with the Properties, excluding any permits and other appurtenances to the extent transfer is restricted by third-party agreement or applicable law and the necessary consents to transfer have not been obtained, including, without limitation, those Easements described on Exhibit “A-3” attached hereto;
- f. All equipment, machinery, fixtures, and other tangible personal property, and improvements located on the Properties or used or held for use solely in connection with the operation of the Properties, including any wells, tanks, boilers, buildings, fixtures, injection facilities, saltwater disposal facilities, compression facilities, pumping units and engines, flow lines, pipelines, gathering systems, gas and oil treating facilities, machinery, power lines, telephone and telegraph lines, roads, and other appurtenances, improvements, and facilities (collectively, the “**Equipment**”), but excluding (i) vehicles, and (ii) any computers and related peripheral equipment; and
- g. All oil, gas, condensate, and other minerals produced from, or attributable to the Leases, Lands, and Wells from and after the Effective Time, and all oil, gas, condensate, and imbalances with co-owners and/or pipelines and all make-up rights with respect to take-or-pay payments received from and after the Effective Time (collectively, the “**Hydrocarbons**”);

Provided, however, that the following interests in real and personal property (collectively, the “**Excluded Assets**”) are specifically excluded from the definition of “**Assets**” and reserved to the Assignor:

- i. All of Assignor’s fee simple mineral interests, royalty interests, non-participating royalty interests, overriding royalty interests, net profits interest, production payments, and other similar obligations and burdens payable out of production from the Leases and Lands;
- ii. All of Assignor’s fee simple interests in the surface estate of any of the Lands;
- iii. All corporate, financial, income, and franchise tax and legal records of Assignor that relate to Assignor’s business, generally (whether or not relating to the Assets), and all books, records, and files that relate to the Excluded Assets, with such books, records, and files to be retained by Assignor;
- iv. All trade credits, accounts receivable, notes receivable and other receivables attributable to Assignor's interest in the Assets with respect to any period of time prior to the Effective Time; all deposits, cash, checks in process of collection, cash equivalents and funds attributable to Assignor's interest in the Assets with respect to any period of time prior to the Effective Time; all proceeds, benefits, income, or revenues accruing (and any security or other deposits made) with respect to the Assets prior to the Effective Time; and all bonds, letters of credit and guarantees, if any, posted by Assignor or its affiliates with governmental authorities and relating to the Assets;
- v. All claims and causes of action of Assignor arising from acts, omissions, or events, or damage to or destruction of the Assets, occurring prior to the Effective Time;
- vi. All rights, titles, claims, and interests of Assignor relating to the Assets prior to the Effective Time under any policy or agreement of insurance or indemnity; under any bond; or to any insurance or condemnation proceeds or awards;
- vii. All Hydrocarbons produced from or attributable to the Assets with respect to all periods prior to the Effective Time, together with all proceeds from or of such Hydrocarbons;

- viii. Claims of Assignor for refund of or loss carry forwards with respect to production, windfall profit, severance, ad valorem or any other taxes attributable to any period prior to the Effective Time, or income or franchise taxes;
- ix. All amounts due or payable to Assignor as adjustments or refunds under any contracts or agreements affecting the Assets, respecting periods prior to the Effective Time;
- x. All amounts due or payable to Assignor as adjustments to insurance premiums related to the Assets with respect to any period prior to the Effective Time;
- xi. All proceeds, benefits, income or revenues accruing (and any security or other deposits made) with respect to the Assets, and all accounts receivable attributable to the Assets, prior to the Effective Time;
- xii. All of Assignor's intellectual property, including, but not limited to, proprietary computer software, patents, trade secrets, copyrights, names, marks and logos
- xiii. All area-wide permits and licenses or other permits, licenses or authorizations used in the conduct of Assignor's business generally;
- xiv. All privileged attorney-client (A) communications, files or records and (B) other documents (excluding, however, any title opinions, copies of which will be included with the Assets);
- xv. All materials and information that cannot be disclosed to Assignee as a result of confidentiality obligations to third parties;
- xvi. All analyses, bidder lists and communications with marketing advisers or other bidders in connection with marketing the Assets;
- xvii. All third party indemnities where Assignor is an indemnified party and the proceeds afforded thereby to the extent relating to the Excluded Assets;
- xviii. All of Assignor's radio towers, automobiles, trucks, and trailers located on the Properties;
- xix. All seismic, geological and geophysical data, even if related to the Leases and Lands; and
- xx. All properties, assets and interests not specifically included in the definition of Assets.

TO HAVE AND TO HOLD, subject to the terms, exceptions and other provisions herein stated, the Assets, specifically excluding the Excluded Assets, unto Assignee, and its successors and assigns, forever; subject, however, to the following terms and conditions, all of which are material to Assignor:

PART II MISCELLANEOUS

- A. **Interests of Record.** Assignor conveys the Assets to Assignee subject to all instruments and agreements by, through, or under which Assignor acquired its title to the Assets.
- B. **Disclaimer of Warranty; Subrogation.** The assignments and conveyances made by this Assignment are made without warranty of title, express, implied, or statutory, and without recourse, even as to the return of the purchase price or other consideration, but with full substitution and subrogation of Assignee, and all persons claiming by, through and under Assignee, to the extent assignable, in and to all covenants and warranties of Assignor's

predecessors in title and with full subrogation of all rights accruing under the applicable statutes of limitation or prescription under the laws of the state where the Assets are located and all rights of actions of warranty against all former owners of the Assets. Any covenants or warranties implied by statute or law by the use of the words "transfer", "convey", "bargain" or "assign" or other similar words used in this Assignment are hereby expressly disclaimed, waived and negated. In the absence of warranties, Assignee is responsible for conducting its own due diligence. In the event of a failure of title or a subsequent discovery that the Assignor owned or owns a lesser interest, or no interest, in the Assets as of the Effective Time, all liability and loss for such a failure shall vest in Assignee, and, in the absence of the agreement of the Assignor (acting in its sole discretion), Assignor shall have no obligation whatsoever to refund or tender to Assignee any portion of the consideration paid to Assignor for this Assignment.

- C. **Further Disclaimers.** Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. The Assets are assigned to Assignee without recourse (even as to the return of the purchase price or other consideration), covenant or warranty of any kind, express, implied or statutory. **ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNEE HEREBY EXPRESSLY DISCLAIMS, NEGATES, AND HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO (1) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, SECONDARY OR TERTIARY RECOVERY OPPORTUNITIES, DECLINE RATES, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ASSETS, (2) THE ACCURACY, COMPLETENESS OR MATERIALITY OR SIGNIFICANCE OF ANY INFORMATION, DATA, GEOLOGICAL OR GEOPHYSICAL DATA (INCLUDING ANY INTERPRETATIONS OR DERIVATIVES BASED THEREON) OR OTHER MATERIALS (WRITTEN OR ORAL) CONSTITUTING PART OF THE ASSETS, NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, (3) THE CONDITION, INCLUDING, THE ENVIRONMENTAL CONDITION OF THE ASSETS, AND (4) THE COMPLIANCE OF ASSIGNOR'S PAST PRACTICES WITH THE TERMS AND PROVISIONS OF ANY CONTRACT, PERMIT OR AGREEMENT OR APPLICABLE LAWS, INCLUDING ENVIRONMENTAL LAWS AND LAWS NOW OR HEREAFTER IN EFFECT, RELATING TO THE PROTECTION OF NATURAL RESOURCES. WITHOUT LIMITING THE EXPRESS PROVISIONS HEREOF, ASSIGNEE SPECIFICALLY AGREES THAT ASSIGNOR IS CONVEYING THE ASSETS ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS AND WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED AT COMMON LAW, BY STATUTE OR OTHERWISE, OR STATUTORY, ALL OF WHICH ASSIGNOR HEREBY DISCLAIMS, RELATING TO TITLE, TRANSFERABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN OR QUALITY, COMPLIANCE WITH SPECIFICATIONS OR CONDITIONS REGARDING OPERATION, FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, ABSENCE OF LATENT DEFECTS, NOT EVEN FOR THE RETURN OF THE PURCHASE PRICE OR ANY PART THEREOF. ASSIGNEE HEREBY AGREES TO WAIVE ANY SUCH EXPRESS OR IMPLIED WARRANTY, ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, OR LAWS RELATING TO THE PROTECTION OF THE ENVIRONMENT, HEALTH, SAFETY OR NATURAL RESOURCES RELATING TO THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, INCLUDING ANY MATERIAL CONTAINING, LEAD BASED PAINT OR MERCURY AND ANY OTHER HAZARDOUS SUBSTANCES OR WASTES OR ANY OTHER MATTER WHATSOEVER. ASSIGNOR AND ASSIGNEE HEREBY ACKNOWLEDGE AND AGREE THAT THERE ARE NO, AND HEREBY EXPRESSLY DISCLAIM AND NEGATE ANY, REPRESENTATIONS OR WARRANTIES MADE BY ASSIGNOR OR ASSIGNEE PRIOR TO THE EFFECTIVE TIME OR THE DATE OF EXECUTION OF THIS**

ASSIGNMENT, WHICH CONCERN THE ASSETS OR THE TRANSACTION CONTEMPLATED BY THIS ASSIGNMENT. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY ASSIGNEE AND ASSIGNOR AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES OF ASSIGNOR, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE ASSETS THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE. ASSIGNEE WILL NOT HAVE ANY RIGHT ON ACCOUNT OF ANY VICE OR DEFECT IN THE ASSETS TO RESCIND THIS ASSIGNMENT, REDUCE THE PURCHASE PRICE OR RECOVER ANY EXPENSES OR DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES).

- D. **Substitution and Subrogation.** To the extent transferable, Assignor conveys and transfers to Assignee any and all rights and actions of warranty that Assignor may hold with respect to any of the Assets, based upon warranties or representations made to Assignor by any of its predecessors-in-interest.
- E. **Assumption of Liabilities.** This Assignment is accepted subject to, and Assignee agrees to assume and perform, any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor in connection with the Assets, including, but not limited to, any and all obligations (1) to perform all of the terms and express and implied conditions of the Leases, with the specific obligation to assume responsibility for the payment of any payment obligations under the Leases, including, but not limited to, rentals, royalties, shut-in royalties, advance royalties, flat-rate royalties, sliding scale royalties, overriding royalty interests, minimum royalties, production payments, non-participating royalty interests, net profit payments, and other non-participating burdens on production; (2) in connection with or arising out of balancing of overproduction or underproduction from the Assets; and (3) in compliance with all laws and governmental regulations with respect to the Assets including, but not limited to, the lawful plugging and abandonment of oil and gas wells and the restoration of the surface of the land as nearly as possible to its condition prior to the execution of the Leases, **WHETHER OR NOT SUCH LIABILITIES AND OBLIGATIONS, OR ALLEGED OR THREATENED LIABILITIES AND OBLIGATIONS, ARE CAUSED BY THE ACTIVE, PASSIVE, SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ASSIGNOR (INCLUDING ANY DEFECTS, WHETHER OR NOT PRE-EXISTING, LATENT, OR APPARENT), AND INCLUDING ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNOR AND WHETHER OR NOT SUCH LIABILITIES AND OBLIGATIONS, OR ALLEGED OR THREATENED LIABILITIES AND OBLIGATIONS, ARISE DURING THE PERIOD OF, OR FROM, OR IN CONNECTION WITH ASSIGNOR'S OWNERSHIP OR OPERATION OF THE ASSETS.** Assignee acknowledges that the Leases, Lands, and other Assets have been used for the purposes of production and development of oil and gas and that there may have been spills of crude oil, produced waters, or other materials. In addition, Assignee acknowledges that oil and gas-producing formations may contain naturally occurring radioactive material ("NORM") and that some oil field production equipment and/or facilities may contain asbestos, NORM, or other contaminants from the oil field production equipment and properties in which it may be found. Assignee assumes all liability for and in connection with the assessment, remediation, removal, transportation, and disposal of any such materials and will conduct these and other associated activities in accordance with all rules, regulations, and requirements of all laws and governmental regulations. **WITHOUT LIMITATION OF THE FOREGOING, ASSIGNEE AGREES TO ASSUME AND PERFORM ANY AND ALL OF THE LIABILITIES AND OBLIGATIONS, OR ALLEGED OR THREATENED LIABILITIES AND OBLIGATIONS, OF ASSIGNOR FOR CLAIMS, LOSSES, DAMAGES, COSTS, EXPENSES, DIMINUTIONS IN VALUE, SUITS, AND CAUSES OF ACTION OF ANY KIND OR CHARACTER, WITH RESPECT TO THE ENVIRONMENTAL CONDITIONS OF THE ASSETS, REGARDLESS OF WHEN THE EVENTS OCCURRED THAT CAUSED SUCH CONDITION TO EXIST AND WHETHER OR NOT CAUSED BY OR**

ATTRIBUTABLE TO THE ACTIVE, PASSIVE, SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ASSIGNOR (INCLUDING ANY DEFECTS, WHETHER OR NOT PRE-EXISTING, LATENT, OR APPARENT), AND INCLUDING ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNOR. ASSIGNEE SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, PROTECT, DEFEND, INDEMNIFY, AND HOLD ASSIGNOR AND ITS SHAREHOLDERS, MEMBERS, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS, EXPENSES, DIMINUTIONS IN VALUE, SUITS, CAUSES OF ACTION, OR JUDGMENTS OF ANY KIND OR CHARACTER WITH RESPECT TO ANY AND ALL LIABILITIES AND OBLIGATIONS OR ALLEGED OR THREATENED LIABILITIES AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, ANY INTEREST, PENALTY, AND ATTORNEYS' FEES AND OTHER COSTS AND EXPENSES INCURRED IN CONNECTION WITH INVESTIGATING OR DEFENDING ANY CLAIMS OR ACTIONS, WHETHER OR NOT RESULTING IN ANY LIABILITY, ATTRIBUTABLE TO, OR ARISING OUT OF (X) OWNERSHIP OR OPERATION OF THE ASSETS PRIOR TO, ON OR AFTER THE EFFECTIVE TIME, AND (Y) ASSIGNEE'S ASSUMPTION OF ANY LIABILITY OR OBLIGATION IN ACCORDANCE WITH THIS PART II(E) AND (Z) REGARDLESS OF WHETHER ATTRIBUTABLE TO OR ARISING OUT OF THE ACTIVE, PASSIVE, SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ASSIGNOR (INCLUDING ANY DEFECTS, WHETHER OR NOT PRE-EXISTING, LATENT, OR APPARENT), AND INCLUDING ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNOR.

THE INDEMNIFICATION, RELEASE, AND ASSUMPTION PROVISIONS FOUND IN THIS ASSIGNMENT SHALL BE APPLICABLE REGARDLESS OF WHETHER OR NOT THE LIABILITIES, LOSSES, COSTS, EXPENSES, AND DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE ACTIVE, PASSIVE, SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF ASSIGNOR (INCLUDING ANY DEFECTS, WHETHER OR NOT PRE-EXISTING, LATENT, OR APPARENT), AND INCLUDING ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNOR.

F. **Post-Closing Operations.** In order to fulfill the obligations undertaken by Assignee above, Assignee expressly agrees to:

- (1) Within five (5) days of the Closing, obtain and provide evidence of all required bonds or sureties covering all operations to be assumed by the Assignee to the Assignor and the ~~Texas Railroad~~ Commission, or any successor agency having jurisdiction over such operations; *Kansas Corporation*
- (2) Within five (5) days of the Closing, file such forms as are required to effect the administrative transfer of the operation of the Assets with the ~~Texas Railroad~~ Commission, or any successor agency having jurisdiction over such operations, and provide copies of any such forms to the Assignor for its records; *Kansas Corporation*
- (3) On or before the first day of the first month following the Closing, assume full and complete responsibility for all operations of the Assets;
- (4) On or before the first day of the first month following the Closing, assume full responsibility for the reporting of all production and the payment of revenues arising from such production; and
- (5) Within ninety (90) days of the Closing, prepare and present to Assignor a full and complete settlement statement allocating all revenues and expenses attributable to the Assets, with such statement to be subject to acceptance by the Assignor, acting in its sole and absolute discretion, and, following the Assignor's acceptance of such

statement, with the parties to tender to one another such payments as are required as to reflect the allocation shown on such statement.

- G. Taxes.** With respect to the payment of taxes, Assignor and Assignee agree as follows:
- (1)** Assignor and Assignee agree that this transaction is not subject to the reporting requirement of Section 1060 of the Internal Revenue Code of 1986, as amended, and that, therefore, IRS Form 8594, Asset Acquisition Statement, is not required to be and will not be filed for this transaction. In the event that the Assignor and Assignee mutually agree that a filing of Form 8594 is required, those parties will confer and cooperate in the preparation and filing of their respective forms to reflect a consistent reporting of the agreed upon allocation.
 - (2)** Assignor shall be responsible for and shall pay all taxes attributable to or arising from the ownership or operation of the Assets prior to the Effective Time. Assignee shall be responsible for and shall pay all taxes attributable to or arising from the ownership or operation of the Assets after the Effective Time. Either party which pays such taxes for the other party shall be entitled to prompt reimbursement upon evidence of such payment. Each party shall be responsible for its own federal income taxes, if any, as may result from this transaction.
 - (3)** If this transaction is determined to result in state sales or transfer taxes, Assignee shall be solely responsible for any and all such taxes due on the Assets acquired by Assignee by virtue of this transaction. If Assignee is assessed such taxes, Assignee shall promptly remit same to the taxing authority. If Assignor is assessed such taxes, Assignee shall reimburse Assignor for any such taxes paid by Assignor to the taxing authority.
- H. Further Assurances.** The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. So long as authorized by applicable law so to do, Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, governmental assignment forms, notices, division orders, transfer orders, and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively convey and assign to Assignee the Assets conveyed hereby or intended so to be conveyed.
- I. Successors and Assigns.** This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
- J. Governing Law.** This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction, except to the extent that it is mandatory that the law of some other jurisdiction, wherein the Assets are located, shall apply.
- K. Exhibits.** All exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located.
- L. Captions.** The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment.
- M. Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

{The remainder of this page is left blank intentionally. Execution pages follow.}

EXECUTED on the dates of the acknowledgments below, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

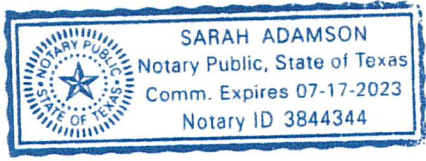
ENDEAVOR ENERGY RESOURCES, L.P.


By: 
Name: **R. Ben Carter**
Title: **Vice President-Land**

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 16TH day of JUNE 2022 by R. Ben Carter, Vice President-Land of Endeavor Energy Resources, L.P., a Texas limited partnership, on behalf of said limited partnership.

SEAL




Name: _____
Notary Public
My Commission Expires: _____

ASSIGNEE:

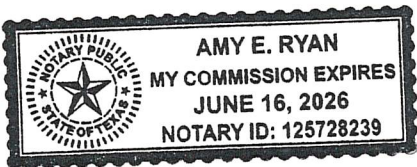
RedBud Energy Partners, LLC

By: Thomas R. Kaetzer
Name/Title: Thomas R. Kaetzer - President/CEO

STATE OF Texas
COUNTY OF Harris

§
§
§

The foregoing instrument was acknowledged before me on June 30th, 2022, by Thomas R. Kaetzer, President/CEO of **RedBud Energy Partners, LLC**, a Texas LLC, on behalf of said LLC.



Amy E. Ryan
Notary Public In and For
The State of Texas

My Commission Expires: June 16, 2026

Lot 95881

**EXHIBIT "A"
LEASES**

PROSPECT	DEED LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	COUNTY	STATE	TOWNSHIP	RANGE	SECTION	SECTION DESCRIPTION
CYCLONE	KSCOW1131L001	ELIZABETH SUE BERRY AND JAMES R. BERRY, HER HUSBAND	HAVECO OIL AND GAS PROPERTIES	8/31/2005	752	834	COWLEY	KS	35S	3E	4	N/2 N/2 NW4
CYCLONE	KSCOW1131L002	STEPHEN A. COLLINSON, A SINGLE MAN	SUNDANCE OIL & GAS LLC	4/23/2001	615	380	COWLEY	KS	35S	3E	6	LOTS 3 & 4
CYCLONE	KSCOW1131L002A	CRAIG B. COLLINSON AND KATE COLLINSON, HIS WIFE	SUNDANCE OIL & GAS LLC	4/23/2001	619	529	COWLEY	KS	35S	3E	6	LOTS 3 & 4
CYCLONE	KSCOW1131L003	ERNEST J. TAUSCHER AND BEVERLY J. TAUSCHER	LARS LARSON, JASK ALSIP	11/5/1988	412	155	COWLEY	KS	34S	3E	34	EAST 53 ACS OF THE SW/4
CYCLONE	KSCOW1131L004	GRAINLAND FARMS, INC.	HAMP OIL COMPANY	3/20/1989	416	97	COWLEY	KS	34S	3E	33	S/2 SE/4
CYCLONE	KSCOW1131L004	GRAINLAND FARMS, INC.	HAMP OIL COMPANY	3/20/1989	416	97	COWLEY	KS	34S	3E	34	W/26.66 ACS IN SW/4
CYCLONE	KSCOW1131L005	JOHN RICHARD BAIRD AND KAY S. BAIRD, HUSBAND AND WIFE	DRAKE EXPLORATION	11/8/2005	758	755	COWLEY	KS	34S	3E	29	SE/4
CYCLONE	KSCOW1131L006	MARK A. BRUCE AND JERI L. BRUCE	DRAKE EXPLORATION	1/8/2009	827	695	COWLEY	KS	34S	3E	29	NW/4
CYCLONE	KSCOW1131L007	ERNEST E. GILBERT AND RAMONA GILBERT, HUSBAND AND WIFE	RICHARD D. SMITH	8/13/1975	200	572	COWLEY	KS	34S	3E	3	SW/4 NE/4, LOT 2 & 3
CYCLONE	KSCOW1131L008	WILLIAM P. SWAIM, TRUSTEE FOR THE WILLIAM P. SWAIM REVOCABLE TRUST DATED NOVEMBER 1, 1991	MARTIN MCCORGARY	7/1/2002	654	521	COWLEY	KS	35S	3E	7	SE/4
CYCLONE	KSCOW1131L009	B. ERNESTINE REYNOLDS AND ROBERT A. REYNOLDS HER HUSBAND	BILLINGSLEY AND ASSOCIATES	10/4/1983	244	588	COWLEY	KS	34S	3E	34	EAST 53 1/3 ACRES OF THE W/2 SW/4, WEST 26 2/3 ACRES OF THE 1/2 SW/4
CYCLONE	KSCOW1131L009A	PHILLIP & SHARON JEFFREYS, HUSBAND AND WIFE, AND ERNESTINE REYNOLDS	DAWSON-MARKWELL EXPLORATION CO.	4/20/2001	611	448	COWLEY	KS	34S	3E	34	SW/4 SW/4

END OF EXHIBIT "A"

**EXHIBIT "A-1"
WELLS**

EER PROP #	API	WELL NAME	WELL NUMBER	COUNTY	STATE	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION
5950.009	15-035-24170	COLLINSON	9	COWLEY	KS	6	35S	3E	1190' FNL 330' FWL
5970.001	15-035-21019	GILBERT	1	COWLEY	KS	3	34S	3E	1980' FNL 1980' FEL
5970.002	15-035-24221	GILBERT	2	COWLEY	KS	3	34S	3E	3960' FSL 2310' FEL
5962.001	15-035-23878	GRAINLAND FARM	1-34	COWLEY	KS	34	34S	3E	990' FSL 5171' FEL
5968.001	15-035-24265	JD BAIRD	1	COWLEY	KS	29	34S	3E	1320' FSL 1980' FEL
5968.002	15-035-24600	JD BAIRD	2	COWLEY	KS	29	34S	3E	710' FSL 660' FEL
5969.002	15-035-24325	PETERS	29-2	COWLEY	KS	29	34S	3E	330' FNL 330' FWL
5969.003	15-035-24376	PETERS	29-3	COWLEY	KS	29	34S	3E	1190' FNL 330' FWL
5969.004	15-035-24381	PETERS	29-4	COWLEY	KS	29	34S	3E	2310' FNL 330' FWL
5969.007	15-035-19432	PETERS	29-7	COWLEY	KS	29	34S	3E	3558' FSL 3733' FEL
5961.002	15-035-23863	REYNOLDS	2	COWLEY	KS	34	34S	3E	330' FSL 3860' FEL
5949.002	15-035-24169	SWAIM-SUNDANCE	7	COWLEY	KS	7	35S	3E	330' FSL 2310' FEL
5960.001	15-035-23864	TAUSCHER	1	COWLEY	KS	34	34S	3E	2310' FSL 3181' FEL

END OF EXHIBIT "A-1"

**EXHIBIT "A-2"
CONTRACTS**

AGREEMENT TYPE	GRANTOR/ FARMOR	GRANTEE/ FARMEE	DATE	VOL/PAGE	COUNTY	STATE	DESCRIPTION	PROSPECT
COMPLIANCE AGREEMENT	STAFF OF THE CORPORATION COMMISSION OF THE STATE OF KANSAS	ENDEAVOR ENERGY RESOURCES, L.P.	1/13/2015	NOT RECORDED	COWLEY & SUMNER	KS	MULTIPLE WELLS	CYCLONE
GAS GATHERING AND PURCHASE CONTRACT AMENDMENT	ENDEAVOR ENERGY RESOURCES, L.P.	ACME ENERGY, INC. DBA OK GAS	1/1/2007	NOT RECORDED	MULTIPLE COUNTIES	KS	MULTIPLE WELLS	
GAS GATHERING AND PURCHASE CONTRACT	ENDEAVOR ENERGY RESOURCES, L.P.	ACME ENERGY SERVICES, INC. DBA OK GAS	1/1/2008	NOT RECORDED	MULTIPLE COUNTIES	KS	MULTIPLE WELLS	

END OF EXHIBIT "A-2"

**EXHIBIT "A-3"
EASEMENTS**

AGREEMENT TYPE	GRANTOR / OWNER	GRANTEE	DATE	VOL/PAGE	COUNTY	STATE	WELL / LEGAL DESCRIPTION	PROSPECT
ROW GRANT (PIPELINE)	WILLIAM P. SWAIM	SUNDANCE OIL & GAS, LLC	3/21/2005	738273	COWLEY	KS	SE/4 SECTION 7-35S-3E	CYCLONE
SWD AGREEMENT	MARK BRUCE	ENDEAVOR ENERGY RESOURCES, L.P.	2/27/2015	NOT RECORDED	COWLEY	KS	BAIRD LEASE	CYCLONE
SWD AGREEMENT	MARTIN MCCORGARY	ENDEAVOR ENERGY RESOURCES, L.P.	3/15/2012	NOT RECORDED	COWLEY	KS	MULTIPLE TRACTS	CYCLONE

END OF EXHIBIT "A-3"

ENERGYNET SERVICES LLC
7201 I-40 WEST, SUITE 319
AMARILLO TX 79106



State of KANSAS
County of SUMNER

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (this “Assignment”), executed as of the date the Assignor receives from the Assignee the consideration due hereunder (the “Closing”), but effective as of 7:00 a.m., local time, on 04/01/2022 (the “Effective Time”), is from ENDEAVOR ENERGY RESOURCES, L.P., a Texas limited partnership, whose address is 110 North Marienfeld, Midland, Texas 79701 (the “Assignor”), to REDBUD ENERGY PARTNERS, LLC, a ~~TEXAS LLC~~ DELAWARE LLC, whose address is 16000 STUEBNER AIRLINE, SUITE 320, SPRING, TX 77379, (the “Assignee”).

**PART I
GRANTING AND HABENDUM CLAUSES**

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has transferred, bargained, conveyed, and assigned, and does hereby transfer, bargain, convey and assign to Assignee, without warranty of title of any kind, expressed or implied, and subject to the terms and conditions hereinafter set out, effective for all purposes as of the Effective Time, all of the right, title and interest of Assignor in and to the following properties and assets (collectively, the “Assets”):

- a. Any and all leasehold interests, working interests, operating rights interests, or cost-bearing interests in those oil and gas leases; oil, gas, and mineral leases; subleases and other leaseholds; carried interests; farmout rights; options; and other properties and interests described on Exhibit “A” (collectively, the “Leases”), together with each and every kind and character of right, title, claim, and interest that Assignor has in and to the Leases, **insofar and only insofar** as those Leases cover those lands and depths that are described on Exhibit “A”, and those lands pooled, unitized, communitized, or consolidated therewith (collectively, the “Lands”);
- b. All oil, gas, water or injection wells, whether producing, drilling, shut-in, or temporarily abandoned located on the Lands to the extent covered by the Leases, including, without limitation, those wells described on Exhibit “A-1” attached hereto (collectively, the “Wells”);
- c. Those leasehold interests in or to any pools or units that include any portion of the Lands or all or a part of any Leases, **insofar and only insofar** as they cover the Lands, or include any of the Wells (collectively, the “Units”), and including those interests of Assignor in production from any such Unit, whether such Unit production comes from Wells located on or off of a Lease, and all tenements, hereditaments, and appurtenances belonging to the Leases and Units (said Units, together with the Leases, Lands, and Wells, to be collectively referred to herein as the “Properties”);
- d. All contracts, agreements, and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties, to the extent solely applicable to the Properties, rather than Assignor’s other properties, including, but not limited to, operating agreements, unitization, pooling, and communitization agreements, declarations and orders, joint venture agreements, farmin and farmout agreements, water rights agreements, exploration agreements, participation agreements, exchange agreements, transportation or gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas, or processing agreements, to the extent applicable to the Properties, or the production of oil and gas and other minerals and products produced in association therewith from the Properties (collectively, the “Contracts”), but excluding any contracts, agreements, and instruments to the extent transfer is restricted by third-party agreement or applicable law and the necessary consents to transfer have not been obtained, including, without limitation, those Contracts described on Exhibit “A-2” attached hereto;

- e. All easements, permits, licenses, servitudes, rights-of-way, and surface leases (collectively, the “**Easements**”) appurtenant to, and used or held for use solely in connection with the Properties, excluding any permits and other appurtenances to the extent transfer is restricted by third-party agreement or applicable law and the necessary consents to transfer have not been obtained, including, without limitation, those Easements described on Exhibit “A-3” attached hereto;
- f. All equipment, machinery, fixtures, and other tangible personal property, and improvements located on the Properties or used or held for use solely in connection with the operation of the Properties, including any wells, tanks, boilers, buildings, fixtures, injection facilities, saltwater disposal facilities, compression facilities, pumping units and engines, flow lines, pipelines, gathering systems, gas and oil treating facilities, machinery, power lines, telephone and telegraph lines, roads, and other appurtenances, improvements, and facilities (collectively, the “**Equipment**”), but excluding (i) vehicles, and (ii) any computers and related peripheral equipment; and
- g. All oil, gas, condensate, and other minerals produced from, or attributable to the Leases, Lands, and Wells from and after the Effective Time, and all oil, gas, condensate, and imbalances with co-owners and/or pipelines and all make-up rights with respect to take-or-pay payments received from and after the Effective Time (collectively, the “**Hydrocarbons**”);

Provided, however, that the following interests in real and personal property (collectively, the “**Excluded Assets**”) are specifically excluded from the definition of “**Assets**” and reserved to the Assignor:

- i. All of Assignor’s fee simple mineral interests, royalty interests, non-participating royalty interests, overriding royalty interests, net profits interest, production payments, and other similar obligations and burdens payable out of production from the Leases and Lands;
- ii. All of Assignor’s fee simple interests in the surface estate of any of the Lands;
- iii. All corporate, financial, income, and franchise tax and legal records of Assignor that relate to Assignor’s business, generally (whether or not relating to the Assets), and all books, records, and files that relate to the Excluded Assets, with such books, records, and files to be retained by Assignor;
- iv. All trade credits, accounts receivable, notes receivable and other receivables attributable to Assignor’s interest in the Assets with respect to any period of time prior to the Effective Time; all deposits, cash, checks in process of collection, cash equivalents and funds attributable to Assignor’s interest in the Assets with respect to any period of time prior to the Effective Time; all proceeds, benefits, income, or revenues accruing (and any security or other deposits made) with respect to the Assets prior to the Effective Time; and all bonds, letters of credit and guarantees, if any, posted by Assignor or its affiliates with governmental authorities and relating to the Assets;
- v. All claims and causes of action of Assignor arising from acts, omissions, or events, or damage to or destruction of the Assets, occurring prior to the Effective Time;
- vi. All rights, titles, claims, and interests of Assignor relating to the Assets prior to the Effective Time under any policy or agreement of insurance or indemnity; under any bond; or to any insurance or condemnation proceeds or awards;
- vii. All Hydrocarbons produced from or attributable to the Assets with respect to all periods prior to the Effective Time, together with all proceeds from or of such Hydrocarbons;

- viii. Claims of Assignor for refund of or loss carry forwards with respect to production, windfall profit, severance, ad valorem or any other taxes attributable to any period prior to the Effective Time, or income or franchise taxes;
- ix. All amounts due or payable to Assignor as adjustments or refunds under any contracts or agreements affecting the Assets, respecting periods prior to the Effective Time;
- x. All amounts due or payable to Assignor as adjustments to insurance premiums related to the Assets with respect to any period prior to the Effective Time;
- xi. All proceeds, benefits, income or revenues accruing (and any security or other deposits made) with respect to the Assets, and all accounts receivable attributable to the Assets, prior to the Effective Time;
- xii. All of Assignor's intellectual property, including, but not limited to, proprietary computer software, patents, trade secrets, copyrights, names, marks and logos
- xiii. All area-wide permits and licenses or other permits, licenses or authorizations used in the conduct of Assignor's business generally;
- xiv. All privileged attorney-client (A) communications, files or records and (B) other documents (excluding, however, any title opinions, copies of which will be included with the Assets);
- xv. All materials and information that cannot be disclosed to Assignee as a result of confidentiality obligations to third parties;
- xvi. All analyses, bidder lists and communications with marketing advisers or other bidders in connection with marketing the Assets;
- xvii. All third party indemnities where Assignor is an indemnified party and the proceeds afforded thereby to the extent relating to the Excluded Assets;
- xviii. All of Assignor's radio towers, automobiles, trucks, and trailers located on the Properties;
- xix. All seismic, geological and geophysical data, even if related to the Leases and Lands; and
- xx. All properties, assets and interests not specifically included in the definition of Assets.

TO HAVE AND TO HOLD, subject to the terms, exceptions and other provisions herein stated, the Assets, specifically excluding the Excluded Assets, unto Assignee, and its successors and assigns, forever; subject, however, to the following terms and conditions, all of which are material to Assignor:

PART II MISCELLANEOUS

- A. **Interests of Record.** Assignor conveys the Assets to Assignee subject to all instruments and agreements by, through, or under which Assignor acquired its title to the Assets.
- B. **Disclaimer of Warranty; Subrogation.** The assignments and conveyances made by this Assignment are made without warranty of title, express, implied, or statutory, and without recourse, even as to the return of the purchase price or other consideration, but with full substitution and subrogation of Assignee, and all persons claiming by, through and under Assignee, to the extent assignable, in and to all covenants and warranties of Assignor's

predecessors in title and with full subrogation of all rights accruing under the applicable statutes of limitation or prescription under the laws of the state where the Assets are located and all rights of actions of warranty against all former owners of the Assets. Any covenants or warranties implied by statute or law by the use of the words "transfer", "convey", "bargain" or "assign" or other similar words used in this Assignment are hereby expressly disclaimed, waived and negated. In the absence of warranties, Assignee is responsible for conducting its own due diligence. In the event of a failure of title or a subsequent discovery that the Assignor owned or owns a lesser interest, or no interest, in the Assets as of the Effective Time, all liability and loss for such a failure shall vest in Assignee, and, in the absence of the agreement of the Assignor (acting in its sole discretion), Assignor shall have no obligation whatsoever to refund or tender to Assignee any portion of the consideration paid to Assignor for this Assignment.

- C. **Further Disclaimers.** Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. The Assets are assigned to Assignee without recourse (even as to the return of the purchase price or other consideration), covenant or warranty of any kind, express, implied or statutory. **ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNEE HEREBY EXPRESSLY DISCLAIMS, NEGATES, AND HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO (1) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, SECONDARY OR TERTIARY RECOVERY OPPORTUNITIES, DECLINE RATES, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ASSETS, (2) THE ACCURACY, COMPLETENESS OR MATERIALITY OR SIGNIFICANCE OF ANY INFORMATION, DATA, GEOLOGICAL OR GEOPHYSICAL DATA (INCLUDING ANY INTERPRETATIONS OR DERIVATIVES BASED THEREON) OR OTHER MATERIALS (WRITTEN OR ORAL) CONSTITUTING PART OF THE ASSETS, NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, (3) THE CONDITION, INCLUDING, THE ENVIRONMENTAL CONDITION OF THE ASSETS, AND (4) THE COMPLIANCE OF ASSIGNOR'S PAST PRACTICES WITH THE TERMS AND PROVISIONS OF ANY CONTRACT, PERMIT OR AGREEMENT OR APPLICABLE LAWS, INCLUDING ENVIRONMENTAL LAWS AND LAWS NOW OR HEREAFTER IN EFFECT, RELATING TO THE PROTECTION OF NATURAL RESOURCES. WITHOUT LIMITING THE EXPRESS PROVISIONS HEREOF, ASSIGNEE SPECIFICALLY AGREES THAT ASSIGNOR IS CONVEYING THE ASSETS ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS AND WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED AT COMMON LAW, BY STATUTE OR OTHERWISE, OR STATUTORY, ALL OF WHICH ASSIGNOR HEREBY DISCLAIMS, RELATING TO TITLE, TRANSFERABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN OR QUALITY, COMPLIANCE WITH SPECIFICATIONS OR CONDITIONS REGARDING OPERATION, FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, ABSENCE OF LATENT DEFECTS, NOT EVEN FOR THE RETURN OF THE PURCHASE PRICE OR ANY PART THEREOF. ASSIGNEE HEREBY AGREES TO WAIVE ANY SUCH EXPRESS OR IMPLIED WARRANTY, ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, OR LAWS RELATING TO THE PROTECTION OF THE ENVIRONMENT, HEALTH, SAFETY OR NATURAL RESOURCES RELATING TO THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, INCLUDING ANY MATERIAL CONTAINING, LEAD BASED PAINT OR MERCURY AND ANY OTHER HAZARDOUS SUBSTANCES OR WASTES OR ANY OTHER MATTER WHATSOEVER. ASSIGNOR AND ASSIGNEE HEREBY ACKNOWLEDGE AND AGREE THAT THERE ARE NO, AND HEREBY EXPRESSLY DISCLAIM AND NEGATE ANY, REPRESENTATIONS OR WARRANTIES MADE BY ASSIGNOR OR ASSIGNEE PRIOR TO THE EFFECTIVE TIME OR THE DATE OF EXECUTION OF THIS**

ASSIGNMENT, WHICH CONCERN THE ASSETS OR THE TRANSACTION CONTEMPLATED BY THIS ASSIGNMENT. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY ASSIGNEE AND ASSIGNOR AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES OF ASSIGNOR, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE ASSETS THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE. ASSIGNEE WILL NOT HAVE ANY RIGHT ON ACCOUNT OF ANY VICE OR DEFECT IN THE ASSETS TO RESCIND THIS ASSIGNMENT, REDUCE THE PURCHASE PRICE OR RECOVER ANY EXPENSES OR DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES).

- D. **Substitution and Subrogation.** To the extent transferable, Assignor conveys and transfers to Assignee any and all rights and actions of warranty that Assignor may hold with respect to any of the Assets, based upon warranties or representations made to Assignor by any of its predecessors-in-interest.
- E. **Assumption of Liabilities.** This Assignment is accepted subject to, and Assignee agrees to assume and perform, any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor in connection with the Assets, including, but not limited to, any and all obligations (1) to perform all of the terms and express and implied conditions of the Leases, with the specific obligation to assume responsibility for the payment of any payment obligations under the Leases, including, but not limited to, rentals, royalties, shut-in royalties, advance royalties, flat-rate royalties, sliding scale royalties, overriding royalty interests, minimum royalties, production payments, non-participating royalty interests, net profit payments, and other non-participating burdens on production; (2) in connection with or arising out of balancing of overproduction or underproduction from the Assets; and (3) in compliance with all laws and governmental regulations with respect to the Assets including, but not limited to, the lawful plugging and abandonment of oil and gas wells and the restoration of the surface of the land as nearly as possible to its condition prior to the execution of the Leases, **WHETHER OR NOT SUCH LIABILITIES AND OBLIGATIONS, OR ALLEGED OR THREATENED LIABILITIES AND OBLIGATIONS, ARE CAUSED BY THE ACTIVE, PASSIVE, SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ASSIGNOR (INCLUDING ANY DEFECTS, WHETHER OR NOT PRE-EXISTING, LATENT, OR APPARENT), AND INCLUDING ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNOR AND WHETHER OR NOT SUCH LIABILITIES AND OBLIGATIONS, OR ALLEGED OR THREATENED LIABILITIES AND OBLIGATIONS, ARISE DURING THE PERIOD OF, OR FROM, OR IN CONNECTION WITH ASSIGNOR'S OWNERSHIP OR OPERATION OF THE ASSETS.** Assignee acknowledges that the Leases, Lands, and other Assets have been used for the purposes of production and development of oil and gas and that there may have been spills of crude oil, produced waters, or other materials. In addition, Assignee acknowledges that oil and gas-producing formations may contain naturally occurring radioactive material ("NORM") and that some oil field production equipment and/or facilities may contain asbestos, NORM, or other contaminants from the oil field production equipment and properties in which it may be found. Assignee assumes all liability for and in connection with the assessment, remediation, removal, transportation, and disposal of any such materials and will conduct these and other associated activities in accordance with all rules, regulations, and requirements of all laws and governmental regulations. **WITHOUT LIMITATION OF THE FOREGOING, ASSIGNEE AGREES TO ASSUME AND PERFORM ANY AND ALL OF THE LIABILITIES AND OBLIGATIONS, OR ALLEGED OR THREATENED LIABILITIES AND OBLIGATIONS, OF ASSIGNOR FOR CLAIMS, LOSSES, DAMAGES, COSTS, EXPENSES, DIMINUTIONS IN VALUE, SUITS, AND CAUSES OF ACTION OF ANY KIND OR CHARACTER, WITH RESPECT TO THE ENVIRONMENTAL CONDITIONS OF THE ASSETS, REGARDLESS OF WHEN THE EVENTS OCCURRED THAT CAUSED SUCH CONDITION TO EXIST AND WHETHER OR NOT CAUSED BY OR**

ATTRIBUTABLE TO THE ACTIVE, PASSIVE, SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ASSIGNOR (INCLUDING ANY DEFECTS, WHETHER OR NOT PRE-EXISTING, LATENT, OR APPARENT), AND INCLUDING ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNOR. ASSIGNEE SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, PROTECT, DEFEND, INDEMNIFY, AND HOLD ASSIGNOR AND ITS SHAREHOLDERS, MEMBERS, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS, EXPENSES, DIMINUTIONS IN VALUE, SUITS, CAUSES OF ACTION, OR JUDGMENTS OF ANY KIND OR CHARACTER WITH RESPECT TO ANY AND ALL LIABILITIES AND OBLIGATIONS OR ALLEGED OR THREATENED LIABILITIES AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, ANY INTEREST, PENALTY, AND ATTORNEYS' FEES AND OTHER COSTS AND EXPENSES INCURRED IN CONNECTION WITH INVESTIGATING OR DEFENDING ANY CLAIMS OR ACTIONS, WHETHER OR NOT RESULTING IN ANY LIABILITY, ATTRIBUTABLE TO, OR ARISING OUT OF (X) OWNERSHIP OR OPERATION OF THE ASSETS PRIOR TO, ON OR AFTER THE EFFECTIVE TIME, AND (Y) ASSIGNEE'S ASSUMPTION OF ANY LIABILITY OR OBLIGATION IN ACCORDANCE WITH THIS PART II(E) AND (Z) REGARDLESS OF WHETHER ATTRIBUTABLE TO OR ARISING OUT OF THE ACTIVE, PASSIVE, SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ASSIGNOR (INCLUDING ANY DEFECTS, WHETHER OR NOT PRE-EXISTING, LATENT, OR APPARENT), AND INCLUDING ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNOR.

THE INDEMNIFICATION, RELEASE, AND ASSUMPTION PROVISIONS FOUND IN THIS ASSIGNMENT SHALL BE APPLICABLE REGARDLESS OF WHETHER OR NOT THE LIABILITIES, LOSSES, COSTS, EXPENSES, AND DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE ACTIVE, PASSIVE, SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF ASSIGNOR (INCLUDING ANY DEFECTS, WHETHER OR NOT PRE-EXISTING, LATENT, OR APPARENT), AND INCLUDING ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNOR.

F. Post-Closing Operations. In order to fulfill the obligations undertaken by Assignee above, Assignee expressly agrees to:

- (1) Within five (5) days of the Closing, obtain and provide evidence of all required bonds or sureties covering all operations to be assumed by the Assignee to the Assignor and the ~~Texas Railroad~~ Commission, or any successor agency having jurisdiction over such operations; *Kansas Corporation*
- (2) Within five (5) days of the Closing, file such forms as are required to effect the administrative transfer of the operation of the Assets with the ~~Texas Railroad~~ Commission, or any successor agency having jurisdiction over such operations, and provide copies of any such forms to the Assignor for its records; *Kansas Corporation*
- (3) On or before the first day of the first month following the Closing, assume full and complete responsibility for all operations of the Assets;
- (4) On or before the first day of the first month following the Closing, assume full responsibility for the reporting of all production and the payment of revenues arising from such production; and
- (5) Within ninety (90) days of the Closing, prepare and present to Assignor a full and complete settlement statement allocating all revenues and expenses attributable to the Assets, with such statement to be subject to acceptance by the Assignor, acting in its sole and absolute discretion, and, following the Assignor's acceptance of such

statement, with the parties to tender to one another such payments as are required as to reflect the allocation shown on such statement.

G. Taxes. With respect to the payment of taxes, Assignor and Assignee agree as follows:

- (1) Assignor and Assignee agree that this transaction is not subject to the reporting requirement of Section 1060 of the Internal Revenue Code of 1986, as amended, and that, therefore, IRS Form 8594, Asset Acquisition Statement, is not required to be and will not be filed for this transaction. In the event that the Assignor and Assignee mutually agree that a filing of Form 8594 is required, those parties will confer and cooperate in the preparation and filing of their respective forms to reflect a consistent reporting of the agreed upon allocation.
- (2) Assignor shall be responsible for and shall pay all taxes attributable to or arising from the ownership or operation of the Assets prior to the Effective Time. Assignee shall be responsible for and shall pay all taxes attributable to or arising from the ownership or operation of the Assets after the Effective Time. Either party which pays such taxes for the other party shall be entitled to prompt reimbursement upon evidence of such payment. Each party shall be responsible for its own federal income taxes, if any, as may result from this transaction.
- (3) If this transaction is determined to result in state sales or transfer taxes, Assignee shall be solely responsible for any and all such taxes due on the Assets acquired by Assignee by virtue of this transaction. If Assignee is assessed such taxes, Assignee shall promptly remit same to the taxing authority. If Assignor is assessed such taxes, Assignee shall reimburse Assignor for any such taxes paid by Assignor to the taxing authority.

H. Further Assurances. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. So long as authorized by applicable law so to do, Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, governmental assignment forms, notices, division orders, transfer orders, and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively convey and assign to Assignee the Assets conveyed hereby or intended so to be conveyed.

I. Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

J. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction, except to the extent that it is mandatory that the law of some other jurisdiction, wherein the Assets are located, shall apply.

K. Exhibits. All exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located.

L. Captions. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment.

M. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

{The remainder of this page is left blank intentionally. Execution pages follow.}

EXECUTED on the dates of the acknowledgments below, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

ENDEAVOR ENERGY RESOURCES, L.P.

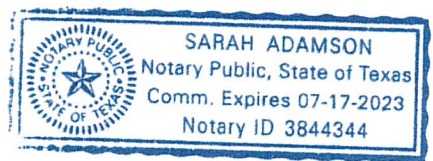
By: *R. Ben Carter*
Name: **R. Ben Carter**
Title: **Vice President-Land**

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 16TH day of JUNE 2022 by R. Ben Carter, Vice President-Land of Endeavor Energy Resources, L.P., a Texas limited partnership, on behalf of said limited partnership.

SEAL

Sarah Adamson
Name: _____
Notary Public
My Commission Expires: _____



ASSIGNEE:

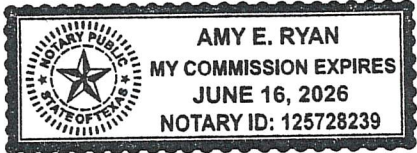
RedBud Energy Partners, LLC

By: *Thomas R. Kaetzer*
Name/Title: Thomas R. Kaetzer - President/CEO

STATE OF Texas
COUNTY OF Harris

§
§
§

The foregoing instrument was acknowledged before me on June 30th, 2022, by Thomas R. Kaetzer, President/CEO of RedBud Energy Partners, LLC, a Texas LLC, on behalf of said LLC.



Amy E. Ryan
Notary Public In and For
The State of Texas

My Commission Expires: June 16, 2026

Lot 95881

**EXHIBIT "A"
LEASES**

PROSPECT	SEEK LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	COUNTY	STATE	TOWNSHIP	RANGE	SECTION	SECTION DESCRIPTION
CYCLONE	KSSUM1131L001	E. W. STALNAKER, TRUSTEE OF THE E. W. STALNAKER TRUST UAD 10-0-192002 AND DAVID L. STALNAKER AND WIFE, PEGGY A. STALNAKER	NEWKUMET EXPLORATION, INC.	10/1/2011	855	517	SUMNER	KS	34S	2E	21	S/2
CYCLONE	KSSUM1131L002	WILLIS THOMAS AND BELVA THOMAS, HUSBAND AND WIFE	ALEXANDER CONSTRUCTION COMPANY	6/1/1979	227	336	SUMNER	KS	34S	2E	19	NE/4
CYCLONE	KSSUM1131L003	VIRGINIA F. MCLAUGHLIN, WIDOW	ALEXANDER CONSTRUCTION COMPANY	6/1/1979	226	602	SUMNER	KS	34S	2E	19	SE/4
CYCLONE	KSSUM1131L004	HERMAN M. WOLF AND VERA P. WOLF, HUSBAND AND WIFE	JEFFERSON-WILLIAMS ENERGY CORP.	1/10/1975	165	270	SUMNER	KS	34S	2E	29	NW/4
CYCLONE	KSSUM1131L005	HELEN WORK	LEE DENNY	3/24/1980	236	52	SUMNER	KS	34S	2E	29	S/2
CYCLONE	KSSUM1131L006	EDNA LESPERANCE	LEE DENNY	6/17/1977	195	250	SUMNER	KS	34S	2E	32	NW/4
CYCLONE	KSSUM1131L007	WILMA J. NUGEN TRUSTEE OF THE WILMA J. NUGEN TRUST OF JUNE 27, 1990	HAVECO OIL AND GAS	10/29/2004	670	211	SUMNER	KS	34S	2E	28	NW/4, NW/4 SW/4
CYCLONE	KSSUM1131L007A	HAZEL C. CHAPMAN, BARBARA A. LISIECKI, F/K/A BARBARA A. HARRELD, AND JUDY L. BROWN, AS CO-TRUSTEES OF HAZEL C. CHAPMAN LIVING TRUST UNDER INDENTURE DATED AUGUST 19, 1997	HAVECO OIL AND GAS PROPERTIES	10/29/2004	670	214	SUMNER	KS	34S	2E	28	NW/4, NW/4 SW/4
CYCLONE	KSSUM1131L008	PEGGY JOY VENUS AND PATSY JEWELL HICKMAN, INDIVIDUALLY AND AS CO-TRUSTEES OF THE A. C. LAWSON IRREVOCABLE TRUST INDENTURE DATED 03-30-1973	INTEGRATED ENERGY SERVICES	9/9/1993	454	471	SUMNER	KS	35S	2E	2	N/2
CYCLONE	KSSUM1131L008	PEGGY JOY VENUS AND PATSY JEWELL HICKMAN, INDIVIDUALLY AND AS CO-TRUSTEES OF THE A. C. LAWSON IRREVOCABLE TRUST INDENTURE DATED 03-30-1973	INTEGRATED ENERGY SERVICES	9/9/1993	454	471	SUMNER	KS	35S	2E	11	NE/4, E/2 NW/4, W.2 SW/4 NW/4, SE/4 SW/4 NW/4 NW/4 NW/4, NE/4 SW/4 NW/4
CYCLONE	KSSUM1131L008	PEGGY JOY VENUS AND PATSY JEWELL HICKMAN, INDIVIDUALLY AND AS CO-TRUSTEES OF THE A. C. LAWSON IRREVOCABLE TRUST INDENTURE DATED 03-30-1973	INTEGRATED ENERGY SERVICES	9/9/1993	454	471	SUMNER	KS	35S	2E	12	N/2 SW/4, NW/4

**EXHIBIT "A"
LEASES**

PROSPECT	LEASER NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	COUNTY	STATE	TOWNSHIP	RANGE	SECTION	SECTION DESCRIPTION
CYCLONE	KSSUM1131L008	PEGGY JOY VENUS AND PATSY JEWELL HICKMAN, INDIVIDUALLY AND AS CO-TRUSTEES OF THE A. C. LAWSON IRREVOCABLE TRUST INDENTURE DATED 03-30-1973	INTEGRATED ENERGY SERVICES	9/9/1993	454	471	SUMNER	KS	35S	2E	16	SW/4 SE/4, N/2 SE/4, NE/4
CYCLONE	KSSUM1131L012	ROGERS PORK, INC.	EDWARD L. BOYLES	12/2/2005	701	647	SUMNER	KS	34S	2E	20	SE/4
CYCLONE	KSSUM1131L013	EVA J. ROSECRANS, SINGLE, V. J. ROSECRANS & ELIZABETH D. ROSECRANS, HUSBAND & WIFE	F. P. PHELPS	10/19/1950	21	186	SUMNER	KS	35S	2E	17	SW/4, W/2 SE/4
CYCLONE	KSSUM1131L015	RICHARD K. RUYLE, II AND CONSTANCE G. RUYLE, HIS WIFE	HAVECO OIL AND GAS PROPERTIES	3/12/2004	653	385	SUMNER	KS	35S	2E	3	LOTS 3 & 4 IN N/2 NW/4
CYCLONE	KSSUM1131L016	FRED KOESTLE AND SYLVIA KOESTLE	LEE DENNY	6/3/1977	195	365	SUMNER	KS	34S	2E	31	NE/4
CYCLONE	KSSUM1131L016A	WARREN J. HASLOUER AND WIFE JOAN HASLOUER	LEE DENNY	6/17/1977	195	252	SUMNER	KS	34S	2E	31	NE/4
CYCLONE	KSSUM1131L017	FRED MCLAUGHLIN AND HIS WIFE, MARJORIE MCLAUGHLIN	J. FRED HAMBRIGHT, INC.	11/1/2006	728	634	SUMNER	KS	35S	2E	2	SE/4
CYCLONE	KSSUM1131L017A	MARTHA HELEN BROOKS, A SINGLE PERSON	J. FRED HAMBRIGHT, INC.	10/23/2006	728	632	SUMNER	KS	35S	2E	2	SE/4
CYCLONE	KSSUM1131L017B	GALEN MCLAUGHLIN AND HIS WIFE, MARJORY MCLAUGHLIN	J. FRED HAMBRIGHT, INC.	11/1/2006	737	416	SUMNER	KS	35S	2E	2	SE/4
CYCLONE	KSSUM1131L017C	MARVIN H. MCLAUGHLIN AND HIS WIFE, DONNA M. MCLAUGHLIN	J. FRED HAMBRIGHT, INC.	8/21/2005	706	566	SUMNER	KS	35S	2E	2	SE/4
CYCLONE	KSSUM1131L017D	DONNA L. RINDT, TRUSTEE OF THE DONNA L. RINDT REV. TRUST, DATED 09-01-1997	J. FRED HAMBRIGHT, INC.	7/18/2005	694	312	SUMNER	KS	35S	2E	2	SE/4
CYCLONE	KSSUM1131L017E	FRED RINDT, REVOCABLE TRUST, FRED RINDT, TRUSTEE	J. FRED HAMBRIGHT, INC.	7/18/2005	694	310	SUMNER	KS	35S	2E	2	SE/4
CYCLONE	KSSUM1131L018	DAVID STALNAKER	HAVECO OIL AND GAS L.L.C.	9/1/2003	637	474	SUMNER	KS	35S	2E	11	W/2 SE/4
CYCLONE	KSSUM1131L018A	SHARON K. SHELTON, TRUSTEE	HAVECO OIL AND GAS L.L.C.	9/1/2003	637	476	SUMNER	KS	35S	2E	11	W/2 SE/4
CYCLONE	KSSUM1131L018B	LAWRENCE L. STALNAKER	HAVECO OIL AND GAS L.L.C.	9/1/2003	637	478	SUMNER	KS	35S	2E	11	W/2 SE/4
CYCLONE	KSSUM1131L018C	CAROLYN SUE MOBLEY	HAVECO OIL AND GAS L.L.C.	9/1/2003	637	480	SUMNER	KS	35S	2E	11	W/2 SE/4
CYCLONE	KSSUM1131L018D	E.W. STALNAKER REV. TRUST UAD 10-01-02	HAVECO OIL AND GAS L.L.C.	9/1/2003	637	482	SUMNER	KS	35S	2E	11	W/2 SE/4
CYCLONE	KSSUM1131L018E	P.C. OR R.E. STALNAKER, TRUSTEE	HAVECO OIL AND GAS L.L.C.	9/1/2003	637	484	SUMNER	KS	35S	2E	11	W/2 SE/4
CYCLONE	KSSUM1131L018F	R.E. OR P.C. STALNAKER	HAVECO OIL AND GAS L.L.C.	9/1/2003	637	486	SUMNER	KS	35S	2E	11	W/2 SE/4

**EXHIBIT "A"
LEASES**

PROSPECT	DEED LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	COUNTY	STATE	TOWNSHIP	RANGE	SECTION	SECTION DESCRIPTION
CYCLONE	KSSUM1131L018G	ROSALJE DARLENE PUDDEN, TRUSTEE/TRUST	HAVECO OIL AND GAS L.L.C.	9/1/2003	637	488	SUMNER	KS	35S	2E	11	W/2 SE/4
CYCLONE	KSSUM1131L018H	ESTATE OF PATRICIA ANN WILLIAMS	HAVECO OIL AND GAS	9/1/2003	637	472	SUMNER	KS	35S	2E	11	W/2 SE/4
CYCLONE	KSSUM1131L019	THE CITY OF WINFIELD, KANSAS, GREG THOMPSON, MAYOR, AND THE CITY OF ARKANSAS CITY, KANSAS, CHARLES JENNINGS, MAYOR C/O STROTHER FIELD	SUNDANCE OIL & GAS LLC	3/5/2001	565	281	SUMNER	KS	34S	2E	36	NW/4
CYCLONE	KSSUM1131L020	THE CITY OF WINFIELD, KANSAS, GREG THOMPSON, MAYOR, AND THE CITY OF ARKANSAS CITY, KANSAS, CHARLES JENNINGS, MAYOR C/O STROTHER FIELD	SUNDANCE OIL & GAS LLC	5/24/2000	550	355	SUMNER	KS	34S	2E	36	SE/4
CYCLONE	KSSUM1131L023	MARY ELLEN MCCORGARY AND EUGENE E. MCCORGARY, WIFE & HUSBAND	B&B ENERGY, INC.	1/1/1993	419	591	SUMNER	KS	34S	2E	26	SW/4
CYCLONE	KSSUM1131L024	HELEN L. BARTON, A WIDOW	B&B ENERGY, INC.	4/29/2000	545	683	SUMNER	KS	35S	2E	1	SE/4
CYCLONE	KSSUM1131L025	EARL W. HORTON AND DONNA L. HORTON, HUSBAND AND WIFE ALSO KAREN HORTON, A SINGLE PERSON	ROCK RIDGE DRILLING	10/13/2008	773	498	SUMNER	KS	35S	2E	15	NW/4
CYCLONE	KSSUM1131L026	ERVIN & MARVA WORK	MCGOWAN, ED D/B/A MCGOWAN OIL	2/24/2004	650	566	SUMNER	KS	34S	2E	29	S/2 SE/4
CYCLONE	KSSUM1131L027	THOMAS D. FORBECK AND ELVENA I. FORBECK, HIS WIFE	JAED PRODUCTION CO., INC	1/10/1998	536	436	SUMNER	KS	35S	2E	15	E/2 SW/4
CYCLONE	KSSUM1131L027A	LORETTA KAY LATHERS, A SINGLE PERSON	JAED PRODUCTION CO., INC	1/10/1998	502	138	SUMNER	KS	35S	2E	15	E/2 SW/4
CYCLONE	KSSUM1131L028	M.J. STALNAKER, A SINGLE PERSON	PSAPPA ENERGY INC	7/11/1991	398	231	SUMNER	KS	35S	2E	11	SW/4

END OF EXHIBIT "A"

EXHIBIT "A-1"
WELLS

EER PROP #	API	WELL NAME	WELL NUMBER	COUNTY	STATE	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION
5943.005	15-191-19057	ANDERSON WOODS	5	SUMNER	KS	11	35S	2E	660' FNL 330' FEL
5943.009	15-191-22314	ANDERSON-WOODS	9	SUMNER	KS	11	35S	2E	2970' FSL 660' FEL
5965.005	15-191-22306	ATKINS	5	SUMNER	KS	20	34S	2E	340' FSL 1255' FEL
5965.004	15-191-30114	ATKINS OWWO	4	SUMNER	KS	20	34S	2E	2324' FSL 2446' FEL
5950.002	15-191-22353	BARTON SUNDANCE	2	SUMNER	KS	1	35S	2E	2310' FSL 450' FEL
5942.004	15-191-21446	CHAPMAN	4	SUMNER	KS	28	34S	2E	4290' FSL 4950' FEL
5946.008	15-191-19001	DEAN	B8	SUMNER	KS	12	35S	2E	4950' FSL 4950' FEL
5947.001	15-191-22339	DEAN	C-1	SUMNER	KS	12	35S	2E	2970' FSL 1550' FWL
5967.001	15-191-10828	E ROSECRANS	1	SUMNER	KS	17	35S	2E	330' FSL 1650' FEL
5967.007	15-191-10837	E ROSECRANS	7	SUMNER	KS	17	35S	2E	869' FSL 2088' FEL
5939.003	15-191-20976	HERMAN WOLF	3	SUMNER	KS	29	34S	2E	4950' FSL 4950' FEL
5939.005	15-191-21737	HERMAN WOLF	5	SUMNER	KS	29	34S	2E	4290' FSL 3630' FEL
5939.004	15-191-21236	HERMAN WOLF B	4	SUMNER	KS	29	34S	2E	330' FNL 330' FWL
6038.003	15-191-20070	HOMESTEAD	3	SUMNER	KS	2	35S	2E	330' FNL 990' FEL
6039.001	15-191-10888	HORTON	1	SUMNER	KS	15	35S	2E	1980' FNL 1980' FWL
6039.002	15-191-10889	HORTON	2	SUMNER	KS	15	35S	2E	1650' FNL 990' FWL
6039.003	15-191-10891	HORTON	4	SUMNER	KS	15	35S	2E	4290' FSL 4950' FEL
6039.004	15-191-22291	HORTON	EH 1	SUMNER	KS	15	35S	2E	3960' FSL 4950' FEL
5944.003	15-191-22072	LAWSON	1-A	SUMNER	KS	2	35S	2E	4214' FSL 366' FEL
5941.002	15-191-20776	LESPEANCE	2	SUMNER	KS	32	34S	2E	4950' FSL 4620' FEL
5937.005	15-191-21346	MCLAUGHLIN	5	SUMNER	KS	19	34S	2E	990' FSL 1650' FEL
5964.004	15-191-20760	METZINGER	4	SUMNER	KS	26	34S	2E	2220' FSL 330' FWL
5959.001	15-191-00027	RINDT	1	SUMNER	KS	2	35S	2E	330' FSL 330' FEL
5967.003	15-191-10833	ROSECRANS	3	SUMNER	KS	17	35S	2E	1650' FSL 1650' FEL
5967.008	15-191-22379	ROSECRANS	8	SUMNER	KS	17	35S	2E	1720' FSL 1795' FEL
5966.010	15-191-20616	SETTERSTROM	1	SUMNER	KS	3	35S	2E	4820' FSL 4600' FEL
5948.001	15-191-20377	STALNAKER	1	SUMNER	KS	11	34S	2E	990' FSL 3630' FEL
6536.004	15-191-22334	STALNAKER	4	SUMNER	KS	11	35S	2E	900' FSL 1740' FEL
5950.011	15-191-22414	STALNAKER-SUNDANCE	11	SUMNER	KS	11	35S	2E	1400' FSL 1400' FEL
5950.003	15-191-22357	STROTHER-SUNDANCE	3	SUMNER	KS	36	34S	2E	330' FSL 800' FEL
5950.004	15-191-22359	STROTHER-SUNDANCE	4	SUMNER	KS	36	34S	2E	1550' FNL 850' FWL
5936.003	15-191-21915	THOMAS	3	SUMNER	KS	19	34S	2E	4290' FSL 990' FEL
5939.006	15-191-22439	WOLF	6	SUMNER	KS	29	34S	2E	4276' FSL 4237' FEL
5939.007	15-191-22440	WOLF	7	SUMNER	KS	29	34S	2E	4950' FSL 3630' FEL
5939.008	15-191-22445	WOLF	8	SUMNER	KS	29	34S	2E	4950' FSL 4290' FEL

**EXHIBIT "A-1"
WELLS**

EER PROP #	API	WELL NAME	WELL NUMBER	COUNTY	STATE	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION
5939.009	15-191-22461	WOLF	9	SUMNER	KS	29	34S	2E	3960' FSL 2970' FEL
5939.01	15-191-22468	WOLF	10	SUMNER	KS	29	34S	2E	3630' FSL 2970' FEL
5939.011	15-191-22470	WOLF	11	SUMNER	KS	29	34S	2E	3630' FSL 3630' FEL
5940.005	15-191-22469	WORK	5	SUMNER	KS	29	34S	2E	2310' FSL 3630' FEL
5940.006	15-191-22477	WORK	6	SUMNER	KS	29	34S	2E	2310' FSL 4290' FEL
5940.007	15-191-22489	WORK	7	SUMNER	KS	29	34S	2E	1650' FSL 990' FWL
5940.008	15-191-22532	WORK	8	SUMNER	KS	29	34S	2E	1550' FSL 430' FWL
5940.004	15-191-22464	WORK	4-29	SUMNER	KS	29	34S	2E	2310' FSL 2310' FEL

END OF EXHIBIT "A-1"

**EXHIBIT "A-2"
CONTRACTS**

AGREEMENT TYPE	GRANTOR/ FARMOR	GRANTEE/ FARMBE	DATE	VOL/PAGE	COUNTY	STATE	DESCRIPTION	PROSPECT
COMPLIANCE AGREEMENT	STAFF OF THE CORPORATION COMMISSION OF THE STATE OF KANSAS	ENDEAVOR ENERGY RESOURCES, L.P.	1/13/2015	NOT RECORDED	COWLEY & SUMNER	KS	MULTIPLE WELLS	CYCLONE
GAS GATHERING AND PURCHASE CONTRACT AMENDMENT	ENDEAVOR ENERGY RESOURCES, L.P.	ACME ENERGY, INC. DBA OK GAS	1/1/2007	NOT RECORDED	MULTIPLE COUNTIES	KS	MULTIPLE WELLS	
GAS GATHERING AND PURCHASE CONTRACT	ENDEAVOR ENERGY RESOURCES, L.P.	ACME ENERGY SERVICES, INC. DBA OK GAS	1/1/2008	NOT RECORDED	MULTIPLE COUNTIES	KS	MULTIPLE WELLS	
YARD & SHOP LEASE	ROCKRIDGE DRILLING LLC	ENDEAVOR ENERGY RESOURCES, L.P.	3/1/2012	NOT RECORDED	SUMNER	KS	NE/4 SECTION 33-34S-2E	CYCLONE

END OF EXHIBIT "A-2"

**EXHIBIT "A-3"
EASEMENTS**

AGREEMENT TYPE	GRANTOR / OWNER	GRANTEE	DATE	VOL/PAGE	COUNTY	STATE	WELL / LEGAL DESCRIPTION	PROSPECT
ROW GRANT (PIPELINE)	A. C. LAWSON, INC	CONCORD RESOURCES CORPORATION	5/18/1994	442/564	SUMNER	KS	NW/4 SECTION 2-35S-2E, N/2 SECTION 11-35S-2E; N/2 SW/4 SECTION 12-35S-2E	CYCLONE
ROW GRANT (PIPELINE)	BILL J. AND DOROTHY H. METZINGER	CONCORD RESOURCES CORPORATION	3/29/1994	444/379	SUMNER	KS	SW/4 SECTION 35-34S-2E	CYCLONE
ROW GRANT (PIPELINE)	CAPTOLA M. YUST	HAVECO OIL AND GAS PROPERTIES	5/22/2004	NOT RECORDED	SUMNER	KS	LOTS 1 & 2, SECTION 3-35S-2E	CYCLONE
ROW GRANT (PIPELINE)	E. ANTHONY SMITH, ET AL	CONCORD RESOURCES CORPORATION	4/1/1994	444/369	SUMNER	KS	TRACT IN SECTION 12-35S-2E	CYCLONE
ROW GRANT (PIPELINE)	MARVIN H. MCLAUGHLIN	CONCORD RESOURCES CORPORATION	3/30/1994	444/375	SUMNER	KS	S/2 SW/4 SECTION 2-35S-2E	CYCLONE
ROW GRANT (PIPELINE)	RICHARD K. AND CONSTANCE G. RUYLE	HAVECO OIL AND GAS PROPERTIES	10/15/2008	774/572	SUMNER	KS	NW/4 SECTION 3-35S-2E, SW/4 SECTION 34-34S-2E	CYCLONE
ROW GRANT (PIPELINE)	VIKKI METZINGER	CONCORD RESOURCES CORPORATION	4/4/1994	444/377	SUMNER	KS	NW/4 SECTION 35-34S-2E	CYCLONE
ROW GRANT (PIPELINE)	WEBSTER S. AND MARGARITE L. BALL	CONCORD RESOURCES CORPORATION	3/30/1994	444/372	SUMNER	KS	TRACT IN THE SE/4 SECTION 12-35S-2E	CYCLONE

END OF EXHIBIT "A-3"

AFTER RECORDING, RETURN TO:



**ENERGYNET SERVICES LLC
7201 I-40 WEST, SUITE 319
AMARILLO TX 79106**