

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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

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

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

Check applicable boxes:

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

Field Name: _____

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

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

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

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

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

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

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

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

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

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

Permit No.: _____ . Recommended action: _____

Date: _____

Authorized Signature

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

permitted by No.: _____ .

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2021

Form Must Be Typed

Form must be Signed

All blanks must be Filled

**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

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

Select the corresponding form being filed: C-1 (Intent) CB-1 (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: _____

**CONTRACT FOR SALE OF OIL AND GAS LEASE WORKING
INTEREST**

THIS CONTRACT FOR SALE OF OIL AND GAS LEASE WORKING INTEREST is made and entered into this 20th day of February, 2023, by and between Kim H. Zinszer (55.3262565%), individually, and Kim H. Zinszer as attorney-in-fact for ~~Armar A. Archbold~~ ^{KHZ} (9.375%), Lawson Oil, LLC (1.5271885%), Russell T. Rudy Limited (3.125%), RWK Oil, LLC (8.5134325%), and Perry S. Henman and Robin D. Henman (13.6956225%), hereinafter called "Sellers," and Player One Energy, LLC, 11290 S. 72nd East Court, Bixby, Oklahoma 74008, hereinafter called "Buyer."

WHEREAS, Sellers are together the owners of 91.5625 percent of the working interest in the following described oil and gas lease hereinafter referred to as the "Dirks B Lease Interest," to-wit:

An oil and gas lease dated April 2, 1952, from Fred H. Dirks, et ux., lessors, to J.F. Mergen, lessee, recorded in Book 54 at page 445 in the office of the Register of Deeds for Rush County, Kansas, insofar as said lease covers the following described real estate, to-wit:

The South Half of the Northwest Quarter (S/2 NW/4)
of Section Fifteen (15), Township Eighteen (18)
South, Range Eighteen (18) West of the 6th P.M.,
Rush County, Kansas,

together with the equipment situated thereon, appurtenant hereto and used and obtained in connection therewith;

AND WHEREAS, Sellers desire to sell and Buyer desires to purchase the said Dirks B Lease Interest upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of these presents, Sellers agree to sell and Buyer agrees to purchase the above described Dirks B Lease Interest in accordance with the following terms and provisions:

1. **Purchase Price.** Sellers agree to sell and Buyer agrees to purchase the above described Dirks B Lease Interest for an amount which is the product of the percentage of the working interest being sold and \$20,000. Accordingly, the purchase price for a 91.5625 percent working interest is \$18,312.50. It is recognized that the purchase price will be adjusted if less than 91.5625 percent of the working interest isn't available to be sold. Buyer shall also pay \$1,000.00 to Zinszer Oil Company, Inc. as partial reimbursement of the legal fees it has incurred with respect to this sale.

2. **Effective Date.** This sale shall be effective and title shall transfer from Sellers to Buyer on the 1st day of March, 2023.

3. **Operations.** Buyer has appointed Merica Oil Operating Company, LLC, 5 Cowboys Way, Suite 300-6, Frisco, Texas 75034, License No. 35814, to operate the oil and gas lease for Buyer. Sellers shall cause operation of the oil and gas lease to be transferred from Zinszer Oil Company, Inc. to Merica Oil Operating Company, LLC effective the 1st day of March, 2023.

4. **Ad Valorem Taxes.** Ad valorem taxes assessed against the Dirks B Lease Interest for the first half of the year 2022 have been paid. Ad valorem taxes assessed against the Dirks B Lease Interest for the second half of the year 2022 shall be due and payable May 15, 2023. Buyer shall be responsible for and assumes all liability for the payment of the second half of the ad valorem taxes for the year 2022.

5. **Disclaimer of Warranty.** This sale is made without warranty of any kind, express or implied, by Sellers, including, but not by way of limitation, any warranty or representation as to the quantity, quality or condition of the oil and gas lease, the well bores and such surface equipment that may be located on said oil and gas lease or the fitness thereof for the use for which it was made or for any use which Buyer may intend to make of it.

6. **Representations.** Sellers represent that Sellers have neither created nor allowed to be created any lien or encumbrance on the Dirks B Lease Interest (and if any was created, it has been released) and that Sellers have not previously conveyed Sellers' interest in the Dirks B Lease Interest.

7. **Contingency.** This Contract for Sale of Oil and Gas Lease Working Interest and the sale of the Dirks B Lease Interest is contingent upon Kim H. Zinszer obtaining a properly executed power of attorney to sell the interests of the parties named hereinabove. If for any reason, Kim H. Zinszer is unable to obtain a power of attorney to sell the interest of any of said parties, Sellers shall be excused from any obligation to sell the interest of the non-consenting parties. Buyer may, at Buyer's option, elect to purchase the interest of the consenting parties in which case the purchase price shall be reduced by the percentage of working interest not selling. If Buyer does not elect to purchase the interest available to be sold, this Contract for Sale of Oil and Gas Lease Working Interest shall automatically be canceled and Sellers and Buyer shall be excused from any further performance under this Contract.

8. **Shut-in Royalty.** Buyer acknowledges that gas produced from the well on the Dirks B Lease has not been sold and that therefore the continued validity of the Lease is

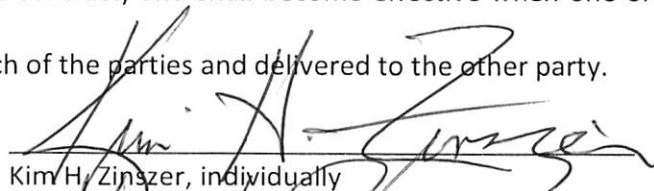
dependent upon the payment of an annual shut-in royalty in the amount of \$160.00 due on or before April 1st each year.

9. **Entire Agreement.** This Contract for Sale of Oil and Gas Lease Working Interest shall be and constitute the entire and inseparable agreement by and between Sellers and Buyer concerning the subject matter of this Contract. This Contract for Sale of Oil and Gas Lease Working Interest shall not be subject to any alteration or modification except in writing, signed by each of the parties hereto, and shall inure to and be binding upon the heirs, executors, administrators, devisees, successors and assigns of the parties here.

10. **Governing Law.** This Contract for Sale of Oil and Gas Lease Working Interest and its validity, construction and performance shall be governed by the laws of the State of Kansas. Any claim or lawsuit arising from or relating to this Contract for Sale of Oil and Gas Lease Working Interest shall be filed and maintained in a court of competent jurisdiction in Ellis County, Kansas.

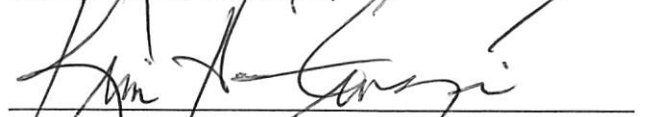
11. **Counterparts.** This Contract for Sale of Oil and Gas Lease Working Interest may be executed in counterparts (each of which shall be deemed to be an original but all of which together shall constitute one and the same contract) and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

Date February 21, 2023



Kim H. Zinszer, individually

Date February 27, 2023




Kim H. Zinszer, Attorney In Fact For
~~Armar A. Archbold~~, Lawson Oil, LLC, Russell T.
Rudy Limited, RWK Oil, LLC, Perry S. Henman
and Robin D. Henman

Date 2/20/2023

SELLERS

PLAYER ONE ENERGY, LLC

By 
Todd Hagopian,
Chief Operating Officer

BUYER

CONTRACT OPERATING AGREEMENT

This Contract Operating Agreement (this "**Agreement**"), dated as of Feb 13, 2023 (the "**Effective Date**"), is made by and between Merica Oil Company, LLC, with offices Located 5 Cowboys way Suite 300-6 Frisco, TX 75034 ("**Operator**"), and Player One Energy, with offices at 8166 S Memorial drive Tulsa, Ok 74133 ("**Owner**", and together with Operator, each a "**Party**" and together the "**Parties**"), on Owner's own behalf and on behalf of its direct and indirect Subsidiaries (as defined in the Services Agreement (as defined below)).

RECITALS:

WHEREAS, contemporaneous with the execution of this Agreement, Owner has entered into a Shared Services Agreement with Merica Oil Operating company, a Texas limited liability company (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "**Services Agreement**"). All capitalized terms that are used herein and not defined herein shall have the meaning assigned to them in the Services Agreement, except that each reference therein to "Company" shall be read as a reference to Owner and each Subsidiary of Owner (to the extent not duplicative) and each reference therein to "Manager" or "MOOC" shall be read as a reference to Operator, as appropriate and as the context requires.

WHEREAS, Owner owns, directly or indirectly through its Subsidiaries, certain producing and non-producing oil, gas and mineral leases and related assets and desires to engage Operator to develop, manage and operate the Properties consisting of Oil and Gas Properties.

WHEREAS, Operator is experienced in oil and gas operations, and its employees have expertise in drilling wells and producing oil and gas.

WHEREAS, with respect to the development, management, and operation of the Properties, Operator has agreed — in its capacity as an independent contractor — to either (i) develop, manage, and operate the Properties consisting of Oil and Gas Properties or a portion thereof itself or (ii) engage a reasonable and prudent operator to do so.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENTS

Appointment as Operator

(A). Pursuant to the terms and conditions of this Agreement, Owner hereby appoints Operator to, and Operator hereby agrees that it may (prior to the In-Service Date) and shall (on and after the In-Service Date) when one or more of the Properties consisting of Oil and Gas Properties (other than Oil and Gas Properties that are Midcon Assets) are developed and operated (a "**Relevant Property**") either: (i) develop, manage and operate such Relevant Property, or (ii) engage a reasonable and prudent operator ("**Third Party Operator**") to develop, manage and operate such Relevant Property. Owner acknowledges and agrees that the development, management, and operation of Relevant Properties may be performed by either Operator or a Third-Party Operator.

(B) This Agreement supersedes any other Agreements and or Operating Agreements by or between Operator (Merica Oil Operating Company, LLC) and Player One energy, (Owner) as an Indefinite delivery and indefinite quantity contract between both Merica Oil Operating company and Player one Energy with two month front loaded payment of administrative overhead and or its subsidiaries for MOOC to operate all wells within in the Lower forty eight states for Player one energy until MOOC is paid to P & A the well and Relinquishment of the well to MOOC.

(c) The Parties acknowledge and agree that, as of the Effective Date, Operator may not be able to provide all the services contemplated hereunder and the Parties intend to transition certain of the services performed as of the Effective Date from Player one Energy, to Operator or its Affiliates. Accordingly, Operator shall notify Owner of the In-Service Date if and when such transition, in Operator's reasonable determination, has been completed or waived by Operator. The Parties agree that the "*In-Service Date*" shall be the date specified in a Notice given by Operator to Owner prior to such date. The In-Service Date may be conditioned upon the occurrence of the "In Service Date" under and as defined in the Services Agreement, as specified by Operator in such Notice. Each of the Parties acknowledges and agrees that there are a number of contingencies that may affect the actual In-Service Date. Accordingly, neither Party will have any right or remedy under this Agreement against the other Party if the In-Service Date does not occur or occurs later than any estimated or expected In-Service Date, except that if the In-Service

(d) Notwithstanding anything in this Agreement to the contrary, until the In-Service Date, it shall be a condition precedent to Operator's agreements and obligations under this Agreement that: (i) the Transition Date (as defined in the Transition Agreement) shall have occurred, (ii) Operator shall have retained a sufficient number of individuals, as determined by Operator, to assist in the performance of the services hereunder, either through the retention of Eligible Employees (as defined in the Transition Agreement) or otherwise and (iii) the "In-Service Date" under and as defined in the Services Agreement shall have occurred. If any of these conditions precedent is not satisfied to the satisfaction of Operator or waived by Operator, in its sole discretion, Operator shall have the right to terminate this Agreement on 30 days' written Notice to Owner.

(E) The Parties understand and agree that until the In-Service Date, Operator is under no obligation to provide any of the services. Notwithstanding the foregoing, Operator may, in its sole discretion, perform any service contemplated herein to the extent that Owner or its Subsidiaries fail to adequately and timely perform such services or request Operator to provide such services.

(f) Operator agrees to use its commercially reasonable efforts to conduct its activities and operations in accordance with the Approved Budget (for the purposes of this Agreement, an Approved Budget includes a prior year's Approved Budget if an Approved Budget for the current year is not yet in effect, as provided in the Services Agreement), if any, it being understood and agreed by the Parties that the Approved Budget is to be used as a guideline in conducting activities and operations and not as a limit on amounts payable to or by Operator hereunder; *provided, however*, that notwithstanding anything herein to the contrary, in no event shall Operator or any of its Affiliates be required to modify their respective method or manner of providing services (including its method of allocating resources or employees) and whenever any provisions of this Agreement or an Approved Budget permits Operator to make an expenditure or conduct a Development Activity or other operation, or Operator is authorized under this Agreement or otherwise to take any action or to perform a service, Operator will be permitted to make such expenditure and require 100 % deposits plus cost plus billing on expenditures in excess of \$ 5,000.00 USD to conduct such Development Activity or other operation, take such action or perform such service notwithstanding that there is no Approved Budget for the relevant period (or no budgeted amounts therefor) or the aggregate or any individual expenditures during any Approved Budget period exceed the amount set forth in the

Approved budget for such period for such Development Activity or other operation, action or service, and Owner shall be responsible for all costs and expenses associated therewith (including with respect to costs and expenses associated with Emergencies) in accordance with the provisions of this Agreement and Section of the Services Agreement, subject to the provisions of Section 9 of the Services Agreement; *provided, further*, that notwithstanding anything herein to the contrary, Operator and its Affiliates shall maintain sole and complete discretion with respect to the retention and dismissal of their respective employees, utilization of such employees to perform services, and compensation determinations with respect to such employees and, to the extent any related costs and expenses are Overhead Costs, Owner shall be responsible therefor in accordance with the provisions of this Agreement and Section of the Services Agreement, subject to the provisions of Section 9 of the Services Agreement. For the avoidance of doubt, in no event shall Owner be entitled to challenge or dispute any amounts payable hereunder on the grounds that Operator has not complied with this Section 1(f), unless any amount results from any Development Activities or operations on Owner's behalf (other than Emergencies and Development Activities and operations in accordance with the Approved Budget) that Owner timely directed Operator in writing not to perform or cause to be performed (to the extent within Operator's control), and such direction would not be in conflict with or cause Operator, an Affiliate of Operator, Owner or any Subsidiary of Owner to violate or breach any Legal Requirement or contract to which Operator, an Affiliate of Operator, Owner or any Subsidiary of Owner is a party or under which Operator or its Affiliates may be liable.

Duties of Operator

(g) If Operator is performing services with respect to a Relevant Property pursuant to Section 1, Operator shall be responsible for performing all services with respect to operating, developing, and producing such Relevant Property.

XI providing land, geologic and reservoir engineering expertise;

XII conducting development and operations of such Relevant Property;

XIII obtaining all Permits to conduct the development, operation, and production of such Relevant Property;

XIV performing any and all duties and providing any and all services that may otherwise be required of the operator

(h) Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of \$1,000,000 except to the extent contemplated in the Company's budget; (with respect to such year and any future years until the adoption of an Approved Budget if applicable), in the Approved Budget or otherwise approved by the Board or in connection with the drilling, Sidetracking, Reworking, Deepening, Completing, Recompleting or Plugging Back of a well that has been previously authorized by or pursuant to this Agreement, the relevant budget or the Board; *provided, however*, that, in case of explosion, fire, flood or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency to safeguard life and property but Operator, as promptly as possible, shall report the emergency to the Board.

Standard of Care

. When development, management and operation of a Relevant Property is performed by Operator:

- (i) Operator shall conduct all operations of such Relevant Property in compliance with the terms and conditions of the safety manual and requirements.
- (j) Operator will have no liability to Owner or its Subsidiaries for losses sustained or liabilities incurred in connection with Operator's operation of such Relevant Property except to the extent that such losses or liabilities arise from the gross negligence, willful misconduct, or fraudulent conduct of Operator.

Insurance

. Operator shall always while conducting operations hereunder carry and pay for insurance in such amounts and covering such risks, as it deems applicable, with the following minimum requirements:

(k) Statutory Worker's Compensation Insurance in accordance with the laws of the state in which the Relevant Property is located and Employer's Liability Insurance with limits not less than \$500,000 for any one person and not less than \$500,000 for any one accident.

(l) Commercial General Liability Insurance with limits of not less than \$1,000,000 each occurrence and a \$1,000,000 general aggregate. This coverage to include care,

(l) Custody and control insurance being a legal and contractual liability for the property of others in Operator's care, custody, or control (included to a separate \$1,000,000 limit of liability).

(m) Automobile Public Liability Insurance with limits of not less than \$1,000,000 any one occurrence combined with a single limit for bodily injury and property damage.

(n) Operator shall require all other contractors or subcontractors conducting operations hereunder to carry insurance of such types and in such amounts as Operator deems adequate to protect the Parties hereto. No liability shall attach to the Operator in the exercise of its good faith judgment as to the types and amounts of insurance, if any, to be required of such other contractors.

(o) Without limiting any other provisions of this Agreement, Losses for which no insurance is required to be carried or in excess of the limits set forth above shall be charged to and borne by Owner.

Fees

1.2 Compensation. The compensation payable by Owner to Operator for the services provided by Operator hereunder and under the current agreement allows for administrative overhead to be no less than fifteen hundred dollars per month and can be increased based up on the complexity of the well and overall production and is determined on a well-by-well basis along with an Overriding royalty interest in each well managed at a minimum of 10 percent gross amount (quantity) sold or used plus agreed upon amount per well basis on price any lease uses provided in the JOA. MOOC will be paid on a cost-plus basis for any expenses to third party contractors, sub-contractors, representatives, or internal labor charges incurred. MOOC will get to keep and distribute any and all oil produced off of any lease managed through this agreement and will be responsible to Market and pay all of the Royalties Overrides and Working interest in accordance with Copas.

1.3 Account Access. In addition to the foregoing, Operator may pay (a) all costs and expenses incurred in connection with its performance of the services provided by Operator hereunder and (b) all financial obligations of Owner or its Subsidiaries that may be due and owing either out of Owner's bank account(s) (the "**Accounts**") or out of its own funds; *provided, however*, that Owner shall fully reimburse Operator for any and all costs and expenses Operator pays out of its own funds. Owner shall ensure that Operator is duly authorized to draw upon all of the Accounts (and shall make all necessary arrangements with its financial institution(s)) for purposes of permitting Operator to pay (or reimburse itself for) any costs or expenses due and owing to Operator hereunder, as determined by Operator. In the event Operator reasonably anticipates that the funds in the Accounts are not sufficient to pay (or reimburse itself for) any costs or expenses due for any month or other period, then Operator shall request Owner to cause sufficient funds to be deposited in the Accounts to cover all such anticipated costs or expenses and shall provide Owner with reasonable documentation to support such request. Owner shall cause such funds to be deposited in the Accounts within 15 days of Operator's request; it being understood that if Owner fails to make such deposits, Operator shall not be liable in any manner for any costs, expenses or other liabilities Owner, its Subsidiaries or Operator may incur as a result of Owner's failure to timely deposit such funds. Notwithstanding anything to the contrary contained herein, Operator shall have no obligation to pay any costs and expenses referenced above out of its own funds (and seek reimbursement from Owner), it being intended instead that Owner, at Operator's request, will ensure that the funds to pay such costs and expenses are deposited in the Accounts as described above.

Owner Representations

. Owner hereby represents and warrants to Operator, as of the Effective Date, that:

(a) Owner (i) is, together with each Subsidiary, validly existing and in good standing under the laws of the State of Delaware or other applicable jurisdiction of organization or formation, as the case may be, and (ii) has all requisite power and authority, and is duly authorized, to enter into this Agreement and to carry out the transactions contemplated hereby

(b) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary action, including by Special Approval (as defined in the Operating Agreement), on the part of Owner.

(c) The execution, delivery and performance by Owner of this Agreement and the consummation of the transactions contemplated by this Agreement do not (i) violate in any material respect any provision of any Legal Requirement applicable to Owner or any Subsidiary, or violate its certificate of formation or Operating Agreement (or similar organizational documents, as the case may be) or any order, judgment or decree of any court or other Governmental Authority binding on Owner or any Subsidiary; (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contract or agreement to which Owner or any Subsidiary is a party or by which its assets are bound; (iii) result in or require the creation or imposition of any Lien upon any of the properties or assets of Owner or any Subsidiary or result in the acceleration of any indebtedness owed by Owner or any Subsidiary; (iv) result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any Permit material to Owner's or any Subsidiary's operations or any of its properties; or (v) require any approval of equity holders or any approval or consent of any Person under any contract or agreement to which Owner or any Subsidiary is a party or by which its assets are bound or the certificate of formation or Operating Agreement (or similar organizational documents, as the case may be) of Owner or any Subsidiary, except for such approvals or consents which have been obtained or are otherwise contemplated by this Agreement.

(d) This Agreement has been duly executed and delivered by Owner and is the legal, valid, and binding obligation of Owner, enforceable against Owner in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability (whether enforcement is sought in equity or at law)

Operator Representations

. Operator hereby represents and warrants to Owner, as of the Effective Date, that:

(e) Operator (i) is validly existing and in good standing under the laws of the State of Texas and (ii) has all requisite power and authority, and is duly authorized, to enter into this Agreement and to carry out the transactions contemplated hereby.

(f) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of Operator.

(g) The execution, delivery and performance by Operator of this Agreement and the consummation of the transactions contemplated by this Agreement do not (i) violate in any material respect any provision of any Legal Requirement applicable to Operator, or violate its certificate of incorporation or bylaws or any order, judgment or decree of any court or other Governmental Authority binding on Operator; (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contract or agreement to which Operator is a party or by which its assets are bound; (iii) result in or require the creation or imposition of any Lien upon any of the properties or assets or result in the acceleration of any indebtedness owed by Operator; (iv) result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any Permit material to Operator's operations or any of its properties; or (v) require any approval of equity holders or any approval or consent of any Person under any contract or agreement to which Operator is a party or by which its assets are bound or the certificate of incorporation or bylaws of Operator, except for such approvals or consents which have been obtained or are otherwise contemplated by this Agreement.

(h) This Agreement has been duly executed and delivered by Operator and is the legal, valid, and binding obligation of Operator, enforceable against Operator in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability (whether enforcement is sought in equity or at law).

Relationship of the Parties

1.4 Independent Contractor. Operator is an independent contractor, free of control and supervision by Owner as to the means and manner of performing all services hereunder, Owner having contracted herein solely for the result of such services. Except as otherwise provided in the Transition Agreement, neither Operator nor any Person used or employed by Operator shall be deemed for any purpose to be the employee, agent, servant or representative of Owner or any Subsidiary of Owner in performance of any work or services, or any part thereof, under this Agreement. Neither Owner or any Subsidiary of Owner nor any Person used or employed by Owner, or any Subsidiary of Owner shall be deemed for any purpose to be the employee, agent, servant, or representative of Operator in performance of any work or services, or part thereof, under this Agreement. Except as otherwise provided in the Services Agreement or the Transition Agreement, the actual performance and supervision of all work or services performed hereunder shall be by the Operator.

1.5 No Partnership. This Agreement is not intended to create and shall not be construed to create, a relationship of partnership, joint venture, mining partnership, agency or any type of a fiduciary relationship, or any association for profit between the Parties.

Disputed Charges;

(a) THE MANAGEMENT MAY, ONLY WITHIN 180 DAYS AFTER PAYMENT, RECEIPT OF AN INVOICE FROM OPERATOR OR WITHDRAWAL BY OPERATOR FROM THE ACCOUNTS, AS APPLICABLE, TAKE WRITTEN EXCEPTION TO ANY CHARGE, ON THE GROUND THAT THE SAME WAS NOT AN ACTUAL COST OR EXPENSE INCURRED BY OR DUE TO OPERATOR, OR ON ACCOUNT OF ANY ERROR OR INACCURACY ON ANY INVOICE. WITH RESPECT TO ANY INVOICES, PAYMENTS OR WITHDRAWALS MADE IN ADVANCE OF THE PERFORMANCE OF ANY SERVICES OR INCURRENCE OF EXPENSES, SUCH 180 DAY PERIOD SHALL COMMENCE UPON THE CONCLUSION OF THE MONTH IN WHICH SUCH SERVICES WERE RENDERED OR EXPENSES INCURRED, AS THE CASE MAY BE. OWNER SHALL NEVERTHELESS PAY OPERATOR ANY INVOICED OR OTHER AMOUNT IN FULL WHEN DUE OR REQUESTED, OR DEPOSIT SUCH AMOUNTS INTO THE ACCOUNTS WHEN SO REQUESTED FOR WITHDRAWAL BY OPERATOR. SUCH PAYMENT OR DEPOSIT SHALL NOT BE DEEMED A WAIVER OF THE RIGHT OF OWNER TO RECOUP OR RECEIVE CREDIT FOR ANY CONTESTED PORTION OF ANY AMOUNT SO PAID. IF THE AMOUNT AS TO WHICH SUCH WRITTEN EXCEPTION IS TAKEN, OR ANY PART THEREOF, IS ULTIMATELY DETERMINED NOT TO BE AN ACTUAL COST OR EXPENSE INCURRED BY OR DUE OPERATOR, OR IS OTHERWISE AN ERROR OR INACCURACY, SUCH AMOUNT OR PORTION THEREOF (AS THE CASE MAY BE) SHALL BE CREDITED AGAINST FUTURE AMOUNTS DUE HEREUNDER OR, UPON EXPIRATION OR TERMINATION OF THIS AGREEMENT AFTER ALL SUCH CREDITS HAVE BEEN APPLIED, REFUNDED BY OPERATOR TO OWNER. OWNER SHALL HAVE NO RIGHT TO DISPUTE ANY PAYMENT, INVOICE OR WITHDRAWAL AFTER SUCH 180 DAY PERIOD, AND SHALL BE DEEMED TO HAVE WAIVED ANY CLAIMS OR RIGHTS WITH RESPECT TO SUCH AMOUNTS TO THE EXTENT NOT DISPUTED WITHIN SUCH PERIOD.

Limitation of Liability; Indemnification

(a) Notwithstanding Operator's agreement to perform, or cause to be performed, the services hereunder in accordance with the provisions hereof, Owner acknowledges, on its own behalf and on behalf of its Subsidiaries, that performance by Operator or any other Person of services pursuant to this Agreement will not subject Operator, its Affiliates or their respective equity holders, directors, officers, members, agents or employees (each, an "**Operator Party**") to any Losses whatsoever (including, without limitation, any Losses arising under a JOA due to the breach or default by a third party under such JOA), except as directly caused by the gross negligence, willful misconduct or fraudulent conduct on the part of such Operator Party; *provided, however*, that Operator's and each other Operator Party's aggregate liability, collectively, as a result of such gross negligence, willful misconduct or fraudulent conduct will be limited as set forth above of the Services Agreement. For the purposes of this Agreement and the Services Agreement each Operator Party shall be deemed a Manager Party under the Services Agreement.

. (b) EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, OWNER, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUBSIDIARIES, HEREBY RELEASES, AND AGREES TO INDEMNIFY AND HOLD HARMLESS EACH OPERATOR PARTY FROM ANY AND ALL LOSSES ARISING FROM, IN CONNECTION WITH OR RELATING TO (i) THE PROVISION OR USE OF ANY SERVICE OR PRODUCT PROVIDED PURSUANT TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY LOSSES ARISING UNDER A JOA FORM OR THIRD PARTY JOA DUE TO THE BREACH OR DEFAULT BY A THIRD PARTY UNDER SUCH JOA FORM OR THIRD PARTY JOA), TO THE EXTENT NOT DIRECTLY CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT CONDUCT OF SUCH OPERATOR PARTY AND (ii) ANY MATERIAL BREACH, VIOLATION OR INACCURACY OF ANY COVENANT, REPRESENTATION OR WARRANTY OF OWNER OR ITS AFFILIATES HEREUNDER

(c) EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND SUBJECT TO THE PROVISIONS OF SECTION 12.1(a) HEREIN AND SECTION 9(c) OF THE SERVICES AGREEMENT, OPERATOR HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER AND ITS SUBSIDIARIES AND AFFILIATES AND EACH OF THEIR RESPECTIVE EQUITY HOLDERS, MANAGERS, OFFICERS, UNITHOLDERS, AGENTS AND EMPLOYEES (EACH, AN "**OWNER PARTY**") FROM ANY AND ALL LOSSES TO THE EXTENT ARISING FROM, IN CONNECTION WITH, OR RELATING TO AN OPERATOR PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT CONDUCT IN OPERATOR'S PERFORMANCE OF THE SERVICES DESCRIBED HEREIN.

(d) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 12.1(b) AND SECTION 12.1(h), THE INDEMNITY OBLIGATION IN SECTION 12.1(b) AND SECTION 12.1(h) SHALL APPLY REGARDLESS OF CAUSE OR OF ANY NEGLIGENT ACTS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, SOLE NEGLIGENCE, CONCURRENT NEGLIGENCE OR STRICT LIABILITY), BREACH OF DUTY (STATUTORY OR OTHERWISE), VIOLATION OF LAW OR OTHER FAULT OF ANY INDEMNIFIED PERSON OR ANY PRE-EXISTING DEFECT; *PROVIDED, HOWEVER*, THAT, SOLELY WITH RESPECT TO SECTION 12.1(b), THIS PROVISION SHALL NOT APPLY TO THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT CONDUCT OF ANY INDEMNIFIED PERSON OR IN ANY WAY LIMIT OR ALTER ANY QUALIFICATIONS SET FORTH IN SUCH INDEMNITY OBLIGATION EXPRESSLY RELATING TO GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT CONDUCT. BOTH PARTIES AGREE THAT THIS STATEMENT COMPLIES WITH THE REQUIREMENT KNOWN AS THE "EXPRESS NEGLIGENCE RULE" TO EXPRESSLY STATE IN A CONSPICUOUS MANNER AND TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS AGREEMENT HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF ANOTHER PARTY.

(e) NO PARTY SHALL BE LIABLE TO ANY OTHER PERSON UNDER THIS AGREEMENT FOR EXEMPLARY, PUNITIVE, CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM IN WHICH ANY ACTION IS BROUGHT. FOR ANY DAMAGES TO THE EXTENT SUCH PARTY IS REQUIRED TO PAY SUCH DAMAGES TO A THIRD PARTY IN CONNECTION WITH A MATTER FOR WHICH SUCH PARTY IS OTHERWISE ENTITLED TO INDEMNIFICATION UNDER SECTION 12.1(b) OR SECTION 12.1(h), AS THE CASE MAY BE.

(F) OWNER, ON ITS OWN BEHALF AND ON BEHALF OF EACH SUBSIDIARY, ACKNOWLEDGES AND AGREES THAT OPERATOR MAY UTILIZE OWNER OR SUBSIDIARY EMPLOYEES FOR THE PROVISION OF, OR ASSISTING IN PROVIDING, THE SERVICES HEREUNDER NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL ANY OPERATOR PARTY HAVE ANY LIABILITY OR BE RESPONSIBLE FOR ANY LOSSES ARISING FROM THE ACTS OR OMISSIONS OF OWNER OR SUBSIDIARY EMPLOYEES, REGARDLESS OF THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT CONDUCT OF ANY OPERATOR PARTY, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD EACH OPERATOR PARTY HARMLESS FROM ANY LOSSES RESULTING OR ARISING FROM ANY SUCH ACTS OR OMISSIONS. OWNER, ON ITS OWN BEHALF AND ON BEHALF OF EACH SUBSIDIARY, FURTHER ACKNOWLEDGES THAT OPERATOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR FAILURE TO PROVIDE SERVICES TO THE EXTENT OWNER OR SUBSIDIARY EMPLOYEES ARE UTILIZED OR FOR ENSURING ANY LEVEL OF SERVICE OR QUALITY FROM ANY OWNER OR SUBSIDIARY EMPLOYEE, IT BEING UNDERSTOOD OWNER OR SUCH SUBSIDIARY SHALL REMAIN RESPONSIBLE FOR ITS EMPLOYEES AND THE QUALITY AND LEVEL OF SERVICE PROVIDED BY SUCH EMPLOYEES.

Confidentiality; Competition and Corporate Opportunities

(a) **Owner Confidential Information.** Operator shall maintain the confidentiality of all nonpublic or confidential information (x) furnished to Operator or its representatives by or on behalf of Owner or (y) prepared by Owner (and disclosed to Operator) or at the direction of the Board by Operator or its Affiliates for Owner in the performance of the services hereunder utilizing the information referred to in clause (x) above (in each case irrespective of the form of communication and whether such information is furnished on or after the Effective Date) (the “**Confidential Information**”); *provided, however*, that Operator may disclose such Confidential Information (i) to its Affiliates to the extent deemed by Operator to be reasonably necessary or desirable to enable it to perform the services hereunder (*provided, however*, that such Affiliate has entered into a confidentiality agreement containing terms no less favorable than set forth in this Section 13 or such Affiliate is informed of the confidentiality and non-use provisions of this Agreement and agrees to comply with such provisions); (ii) to the extent necessary for Operator or its Affiliates to provide services for third parties that have interests in the Properties; (iii) in any judicial or alternative dispute resolution proceeding to resolve disputes between Operator or its Affiliates and Owner or its Affiliates arising hereunder; (iv) to the extent disclosure is legally required under applicable Legal Requirements (*provided, however*, that prior to making any legally required disclosures in any judicial, regulatory or dispute resolution proceeding, Operator shall promptly Notify the partners thereof and, if requested by the partners, at Owner’s sole cost and expense, seek a protective order or other relief to prevent or reduce the scope of such disclosure); (v) to Operator’s or its Affiliates’ existing or potential lenders, investors, joint interest owners, purchasers or other parties with whom Operator or its Affiliates may enter into contractual relationships, to the extent deemed by Operator to be reasonably necessary or desirable to enable it to perform the services hereunder or to obtain the financing or to pursue such other transaction or contractual arrangement for which such disclosure is necessary or desirable, as applicable (*provided, however*, that such third party has entered into a confidentiality agreement for the benefit of Owner containing terms no less favorable than set forth in this Section 13); (vi) if authorized by the Board or Officers, as appropriate, in writing; and (vii) to the extent such Confidential Information was already known to Operator or its Affiliates (through a source other than Owner or its representatives or Affiliates) or becomes publicly available (other than through a breach by Operator of its obligations arising under this Section 13.1(a)) or is independently made known to Operator or its Affiliates (by a source not known by Operator or such Affiliate, as the case may be, to be in breach of a confidentiality obligation with respect to such disclosure).

Operator acknowledges and agrees that (x) the Confidential Information is being furnished to it for the sole and exclusive purpose of enabling it to perform the services hereunder and (y) the Confidential Information may not be used by it for any other purposes unless disclosure.

(b) Operator Confidential Information. Owner shall maintain the confidentiality of all Operator Confidential Information (as defined below); *provided, however*, that Owner may disclose Operator Confidential Information (i) in order to permit Operator to perform the services hereunder as determined in advance by Operator in writing (*provided, however*, that if Operator does not consent to such disclosure and as a result thereof, Operator is not able to perform the services hereunder, Owner shall not be in breach of this Agreement as a result thereof); (ii) in any judicial or alternative dispute resolution proceeding to resolve disputes between Operator or its Affiliates and Owner or its Affiliates arising hereunder; (iii) to the extent disclosure is legally required under applicable Legal Requirements (*provided, however*, that prior to making any legally required disclosures in any judicial, regulatory or dispute resolution proceeding, Owner shall promptly notify Operator thereof and, if requested by Operator, at Operator's sole cost and expense, seek a protective order or other relief to prevent or reduce the scope of such disclosure); (iv) if authorized by Operator in writing; and (v) to the extent such Operator Confidential Information was already known to Owner (through a source other than Operator or its representatives or Affiliates) or becomes publicly available (other than through a breach by Owner of its obligations arising under this Section 13 or is independently made known to Owner or its Affiliates (by a source not known by Owner or such Affiliate, as the case may be, to be in breach of a confidentiality obligation with respect to such disclosure). Owner acknowledges and agrees that (x) the Operator Confidential Information is being furnished to it for the sole and exclusive purpose of enabling Operator to perform the services hereunder and (y) the Operator Confidential Information may not be used by Owner for any other purposes, unless disclosure is permitted by clauses above, and in such event may be used solely to the extent contemplated by such clauses, or by clause. For the purposes of this Agreement, the term "***Operator Confidential Information***" shall have the meaning given to the term "Manager Confidential Information" in the Services Agreement, and references to "Services" therein shall be deemed to include the services hereunder.

1.12 Remedies and Enforcement. Operator and Owner each acknowledge and agree that a breach by it of its obligations under this Section 13 would cause irreparable harm to the other Party and that monetary damages could be adequate to compensate the other Party. Accordingly, Operator and Owner agree that the other Party shall be entitled to immediate monetary and equitable relief, including, with limitation, on temporary or permanent injunction, to prevent any threatened, likely, or ongoing violation of this Section 13, without the necessity of posting bond or other security. Operator's and Owner's right to equitable and monetary relief shall be in addition to other rights and remedies available to Operator or Owner, for monetary damages and or otherwise.

Business Conduct

1.13 Business Conduct. Nothing in this Section 13 shall prohibit Operator or any of its Affiliates or other Persons to whom it provides similar services from conducting business in the areas where the Properties are located or otherwise competing with Owner or its Affiliates. Each Party and its Affiliates are and shall be free to engage in any business activity whatsoever, including, without limitation, those that may be in direct competition with the other Party and its Affiliates. The Parties further understand and agree that Operator and its Affiliates provide or may provide services similar to the services provided hereunder to certain of its present and former Affiliates. To the extent of any conflict of interest between the Parties or their Affiliates or in the event of any other corporate or business opportunity (including, without limitation, a corporate or business opportunity that might otherwise constitute an Asset Acquisition opportunity), the Parties agree that a Party and its Affiliates may resolve any such conflict in a manner and on terms that it deems appropriate, in its sole discretion and without any further liability to the other Party or

any other Person. Each Party, on its own behalf and on behalf of its Subsidiaries, hereby waives any interest with respect to any such matter to the same extent as if such matter had been presented to and rejected by such Party and such Party's Subsidiaries and such Party and such Party's Subsidiaries had then consented to the other Party or any of such other Party's Affiliates acting as it determines in its sole discretion and whether on behalf of itself or any of its present or former Affiliates.

Owner:

Player One Energy

Kevin Hobbie

8166 S Memorial drive Tulsa, Ok 74133

Telephone: 405-230-7644

Email: kevin@playerone.energy

Attn: Chief Executive Officer

If to Operator:

Merica Oil Operating Company, LLC.

5 Cowboys Way Suite 300-6

Telephone: 1.800.240.0622

Email: F.Ronnie@mericaoilcompany.com

Attention: Franz Ronnie

Attn: Kevin Hobbie & Franz Ronnie

Any such address may be changed at any time by giving the other Party Notice of the new address in the manner set forth above. Each Notice hereunder shall be treated as being effective or having been given (i) when delivered if delivered personally, (ii) when sent, if sent by electronic mail or facsimile on a Business Day (or, if not sent on a Business Day, on the next Business Day after the date sent by electronic mail or facsimile), (iii) on the next Business Day after dispatch, if sent by a nationally recognized overnight courier guaranteeing next Business Day delivery, or (iv) if sent by mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and postage prepaid as aforesaid.

1.16 Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns; *provided, however*, that (a) Owner may not assign its rights hereunder without the written consent of Operator, and (b) Operator may not assign its rights and obligations hereunder without the written consent of the owner, such consent not to be unreasonably withheld, except that Operator may assign any such rights and obligations to any of its Affiliates; *provided, further*, that nothing herein shall be deemed to prohibit Operator from subcontracting its obligations hereunder to third parties or delegating the performance of any services hereunder to its Affiliates or to third parties.

1.17 Jointly Drafted. This Agreement, and all the provisions of this Agreement, shall be deemed drafted by both of the Parties, and shall not be construed against either Party on the basis of that Party's role in drafting this Agreement

1.18 Further Assurances. In connection with this Agreement, each Party shall execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or appropriate to effectuate and perform the provisions of this Agreement.

1.19 No Third-Party Beneficiaries; Subsidiary Obligations. Nothing in this Agreement shall provide any benefit to any third party (including, for the avoidance of doubt, any Subsidiary of Owner) or entitle any third party to any claim, cause of action, remedy or right of any kind (except for each Operator Party and Owner Party under Section 12), it being the intent of the Parties that this Agreement shall not be construed as a third-party beneficiary contract. To the extent applicable, Owner shall cause its Subsidiaries to comply with each such Subsidiary's respective obligations, covenants, and agreements hereunder.

1.21 Unenforceability. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or invalidity without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

1.22 Survival of Agreements. Owner's and Operator's various representations, warranties, covenants, agreements, and duties in and under this Agreement shall survive the execution and delivery of this Agreement and terminate upon termination or expiration of this Agreement, except for liability for breaches, violations or inaccuracies of any representations, warranties or covenants hereunder prior to termination or expiration, covenants, which by their nature are intended to survive termination or expiration.

Governing Law; Submission to Process.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

(b) EACH OF OPERATOR AND OWNER (i) SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN Denton COUNTY, TEXAS, (ii) AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT BY ANY MEANS ALLOWED UNDER TEXAS OR FEDERAL LAW, AND (iii) WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH PROCEEDING BEING IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

1.24 Waiver of Jury Trial

EACH OF OPERATOR AND OWNER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY

(a) WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY THE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR ASSOCIATED HEREWITH

(b) CERTIFIES THAT NO PARTY NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS; AND

(c) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION.

1.25 Entire Agreement. This Agreement and the Related Contracts to which the Parties are a party as of the Effective Date set forth the entire agreement of the Parties with respect to the subject matter hereof and thereof and any prior agreements, understandings, negotiations, and discussions, written or oral, relating thereto are hereby superseded.

1.26 Laws and Regulations. Notwithstanding any provision of this Agreement to the contrary, neither Party shall be required to take any act, or fail to take any act, under this Agreement if the effect thereof would be to cause such Party to be in violation of any applicable Legal Requirements.

1.27 No Recourse Against Officers, Directors, Managers or Employees. For the avoidance of doubt and notwithstanding anything herein to the contrary, the provisions of this Agreement shall not give rise to any right of recourse against any officer, director, manager, or employee of either Party or any of their respective Affiliates.

1.28 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if both of the signatory Parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

1.29 Survival of Agreement. This Agreement shall survive any merger, business combination or other similar transaction, including a transaction in which Owner is converted into a limited partnership, and be binding on Owner or its successor, as applicable. To the extent any successor in such transaction would not be bound by this Agreement by operation of law, as a condition precedent to such transaction, such successor entity shall be required to execute and deliver an instrument, in a form acceptable to Operator, agreeing to be bound by this Agreement to the same extent as Owner.

1.30 Conspicuousness of Provisions. The Parties acknowledge and agree that the provisions contained in this Agreement that are set out in capital letters or “bold” satisfy the requirement of the “express negligence rule” and any Legal Requirement or equitable doctrine that provisions contained in a contract be conspicuously marked or highlighted.

1.31 First right of refusal to receive or buy lease, acreage and or equipment, tanks, tubing and pump jacks from owner upon beginning operatorship or working to Plug or abandon the lease.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

OWNER:

Player One Energy

By: Kevin Hobbie

Name: Kevin Hobbie

Title: Chief Executive Officer,

Signature  Date 2/13/2023
DocuSigned by: Kevin Hobbie
1F4D2E9919784FB...


OPERATOR:

Merica Oil Operating Company, LLC

By: Franz Ronnie

Name: Franz Ronnie

Title: President & Founder

Signature  Date 2/13/2023
DocuSigned by: Franz Ronnie
8E8893C47415498

Acknowledged and agreed solely

Signature Page to Contract Operating Agreement

EXHIBIT A

Joint Operating Agreement for the Dirks B Lease
Kansas Lease at NW/4 of 15-18S-18W-RH

EXHIBIT B

None