

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: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Date: _____

Title: _____

Signature: _____

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

_____ is acknowledged as
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: _____

**RECORDING REQUESTED BY
AND WHEN RECORDED SEND TO:**

**Independence Energy, LLC
2851 Joe DiMaggio Blvd, Suite 30
Round Rock, TX 78665**

(Space Above This Line For Register's/Recorder's/Clerk's Use)

**ASSIGNMENT AND BILL OF SALE
OIL AND GAS LEASES**

(Montgomery and Wilson Counties, Kansas)

THIS ASSIGNMENT AND BILL OF SALE (“Assignment”) is made and entered into and made effective as of the Effective Date defined hereinbelow, by and between **ELYSIUM NATURAL RESOURCES, LLC**, a New York limited liability company, whose address is 1608 Norris Road, Bakersfield, California 93308, referred to elsewhere herein as “Assignor”, on the one hand, and, Independence Energy, LLC, a Kansas limited liability company, whose address is 2851 Joe DiMaggio Blvd., Suite 30, Round Rock TX 78665, referred to elsewhere herein as “Assignee”, on the other hand.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey, transfer, and set over unto Assignee, and Assignee does hereby accept, all of Assignor’s right, title and interest in and to the oil and gas leases, properties and assets described as follows and sometimes referred to elsewhere herein as the “Oil and Gas Assets”:

a. the oil and gas leases and oil, gas and mineral leases described and defined as the Leases as set forth in Exhibit “A” A-1, attached hereto and made a part hereof for all purposes, including assumption of all liabilities, responsibilities, and obligations associated with or arising thereunder, together with all of Seller’s other right, title and interest in and to the land covered by such Leases, including without limitation, all mineral, royalty and overriding royalty interests and all other interests in or rights to payments from or out of production, and all rights, privileges and obligations appurtenant to those interests (collectively, the “Leases”);

b. all rights and interests in any unit or pooled area in which the Leases are included, to the extent that these rights and interests arise from and are

associated with the Leases, including without limitation all rights derived from any unitization, pooling, operating, communitization or other agreement or from any declaration or order of any governmental authority (the "Units");

c. all oil, gas and condensate wells (whether producing or not producing, but excluding and excepting all wells wherever located which have been plugged and abandoned prior to the Effective Date, water source, water injection and other injection or disposal wells and systems located on the Leases or lands unitized or pooled with the Leases, including but not necessarily limited to such wells set forth in Exhibit "A" A-2 attached hereto and made a part hereof for all purposes (the "Wells");

d. all equipment, facilities, pipelines, pipeline laterals, gathering systems, platforms, well pads, tank batteries, improvements, fixtures, inventory, spare parts, tools, materials and other personal property on the Leases or used in developing or operating the Leases or producing, treating, storing, compressing, processing or transporting hydrocarbons on or from the Leases insofar and only insofar as the same relate to the Leases, including without limitation, those items listed in Exhibit "A" A-3 attached hereto and made a part hereof for all purposes (the "Equipment"). The Equipment shall include all movable equipment, vehicles, rolling stock, inventory, parts, tools, materials and other personal property that may be located upon and removable from the premise Leases as shown and defined in Exhibit "A" A-1 attached hereto;

e. to the extent assignable or transferable, all easements, rights-of-way, licenses, permits, servitudes, surface leases, and similar interests insofar and only insofar as the same relate to or are applicable to or are used in operating the Leases, the lands unitized or pooled with the Leases, the Equipment, the Wells, the Units, or the gathering system as set forth in Exhibit "A" A-4 attached hereto and made a part hereof for all purposes (the "Surface Agreements");

f. to the extent assignable or transferable, all contracts and contractual rights, obligations and interests, insofar and only insofar as the same relate to the Leases or the lands unitized or pooled with the Leases, the Equipment, the Wells, or the Surface Agreements, including, without limitation, (i) all unit agreements, farmout agreements, farm-in agreements, operating agreements, and hydrocarbon sales, purchase, gathering, transportation, treating, marketing, exchange, processing and fractionating agreements, (ii) surface leases, and (iii) operating agreements, whether of record or not, including without limitation, as set forth in Exhibit "A" A-5 hereto (the "Contracts");

g. all of Seller's right, title and interest in Seller's share of all funds held in suspense by Assignor or others with respect to any and all of the Leases; and

h. all other tangibles, miscellaneous interests or other assets on or used in connection with the Leases, Units, Wells, Equipment, Fee Interests, Surface Agreements and/or Contracts, including, without limitation, all lease files, land files, well files, production records, division order files, abstracts, title opinions, contract files, maps, logs, interpretative data, geophysical and geological data, analysis, processed data, well spot maps, prospect files, seismic and related technical data and information, and

production data (each of which shall be provided in tangible printed copies and electronic form by Seller to Buyer), insofar as they are directly related to the items described in subsections (a) through (h) hereof.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, according to the terms and conditions of said Leases, and Assignor does hereby bind itself, its successors and assigns, to warrant and forever defend, subject to the terms hereof, the interests conveyed hereby unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

1. This Assignment is made subject to the terms and conditions of that certain unrecorded Oil & Gas Assets Purchase and Sale Agreement of even date herewith by and between Elysium Natural Resources, LLC, as "Seller", and, Independence Energy, LLC, as "Buyer" (the "Purchase and Sale Agreement"), all of the applicable terms, conditions and provisions of which are incorporated herein by reference as though fully set forth herein. To the extent there is any conflict between this Assignment and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall prevail.

2. This Assignment is also made subject to the following additional terms and provisions:

(a) Notwithstanding any other provision in this Assignment, the Oil and Gas Assets are conveyed to Assignee in their present condition and state of repair, and Assignee is accepting the Assets "AS IS, WHERE IS," "WITH ALL FAULTS" without any representations or warranties by Assignor, except for the warranty of title to the Leases and the Equipment. Assignee is entering into this transaction solely on the basis of Assignee's own expertise, inspection, evaluation, familiarity with and knowledge of the Oil and Gas Assets.

(b) Assignor warrants and represents to Assignee that Assignor has good and marketable title to the Leases.

(c) Assignor warrants and represents to Assignee that, to the best of Assignor's knowledge, Assignor has good and marketable title to the Equipment.

(d) Assignor warrants and represents to Assignee with respect to the Leases and the Equipment there are no undischarged obligations of Assignor affecting said Leases or Equipment, including, but not necessarily limited to, mortgages, deeds of trust, security interests or any other liens or encumbrances of any kind whatsoever, or royalty, overriding royalty and production payments due on account of the production of oil and gas from or attributable to said Leases or obligations due under any operating agreements or other contracts affecting said or taxes of any kind whatsoever, as to any time prior to the Effective Date, the Leases are in good standing and effect and there are no defaults or asserted defaults of any lease covenants, terms or provisions of any of the said Leases or any contracts related to or affecting said Leases, and Assignor has paid, or

shall pay prior to and through the Effective Date, all taxes of every kind whatsoever owed by Assignor on account of said Leases, the Equipment and the production of oil, gas, hydrocarbons and other mineral substances from or attributable to said Leases. Other than the landowner royalty interests reserved therein, the Leases are free and clear of all royalty interests, overriding royalty interests, production payments and all other burdens on production and the proceeds thereof and shall remain so through the Effective Date.

3. Effective on and after the Effective Date of this Assignment, Assignee hereby agrees to assume, pay and perform all liabilities and obligations arising in connection with the ownership or operations of the Oil and Gas Assets, and Assignee agrees to indemnify and hold Assignor and its officers, directors, employees and agents harmless from and against any and all claims arising out of, or related to, such liabilities and obligations.

4. The terms and conditions contained herein shall constitute covenants running with the land, and shall be binding upon and inure to the benefit of the successors and assigns of Assignor and Assignee.

5. This Assignment may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single Assignment, and the execution of one counterpart by any party hereto shall have the same force and effect as if such party had signed all the other counterparts. The parties hereto may deliver signature pages and notary pages by facsimile or by electronic means with the manually signed signature pages and notary pages to be delivered to the other party within a reasonable time thereafter. The signature pages and notary pages delivered by facsimile or by electronic means shall be deemed original pages.

6. The effective date of the assignment, conveyance and transfer of the Oil and Gas Assets as provided for in this Assignment for all purposes shall be 12:01 a.m., local Independence, Kansas time on October 1, 2023 (the "Effective Date").

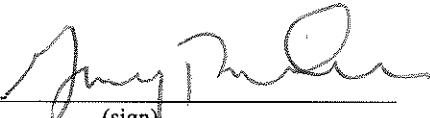
7. The parties hereto, Assignor and Assignee, hereby agree to execute and deliver, each to the other, any further instruments or documents which may become necessary to effectuate this Assignment.

[Remaining Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR


ELYSIUM NATURAL RESOURCES, LLC

By: 
(sign)

Gary Richardson
Authorized Representative

ASSIGNEE

INDEPENDENCE ENERGY, LLC

By: 

Name: Matthew Layton

Title: President

Acknowledgment

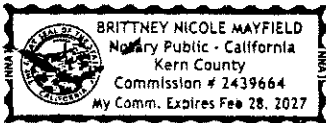
A notary public or other officer completing the certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Kern)

On September 21, 2023, before me, Brittney Nicole Mayfield, Notary Public, personally appeared Gary Richardson who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]

Notary Public for the
State of California
My Commission expires on

Feb. 28, 2027

Acknowledgment

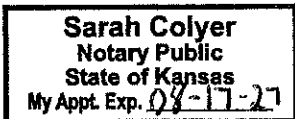
A notary public or other officer completing the certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Kansas)
~~California~~) ss
County of Crawford)

On September 27, 2023, before me, Sarah Colyer, Notary Public, personally appeared Matthew Layton who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]

Notary Public for the
State of ~~California~~ Kansas
My Commission expires on

Aug 17, 27

EXHIBIT "A"

A-1 Oil and Gas Leases

(Attached to and made a part of that certain Assignment and Bill of Sale dated to be effective as of October 1, 2023 by and between Elysium Natural Resources, LLC as Assignor and Independence Energy, LLC as Assignee)

LEASES

Merrick

Lease # KS185-001.00
NAME: South Merrick Lease
LESSOR: Walter F. Merrick, et.ux
LESSEE: Forrest N. Miller and Jack A. McCartney
DATE: June 19, 1980
RECORDED: Book 83, Oil, Page 27
PROPERTY: All of Section 13; N/2 SE/4 of Section 24; NE/4 and the East 60 acres of the NW/4 of Section 25, Township 31 South, Range 13 East; Lots 3 and 4 in Section 19, Township 31 South, Range 14 East, all in Montgomery County, Kansas

Markle

Lease # KS185-002.00
NAME: N. Markle (Friley) Lease
LESSOR: Wm. R. Friley and Dora Friley
LESSEE: Giles Overton and Halley Overton
DATE: October 6, 1953
RECORDED: Book 53, Oil, Page 533
PROPERTY: Lots 9, 10, 11, and 12 in Section 31, Township 31 South, Range 17 East, all in Montgomery County, Kansas.

Dodson

Lease # KS185-003.00
NAME: Dodson Lease
LESSOR: Dodson Production Company, et al
LESSEE: Kelt Energy, Inc.
DATE: October 18, 1985
RECORDED: Book 101, Oil, Page 244
PROPERTY: NE/4 of Section 13, Township 31 South, Range 16 East, all in Montgomery County, Kansas

Estes

Lease # KS185-004.00
NAME: Estes Lease
LESSOR: A.R. Estes and Hazel A. Estes
LESSEE: Waunetta Silverstein
DATE: November 13, 1959
RECORDED: Book 80, Misc., Page 689
PROPERTY: N/2 NW/4 of Section 24, Township 29 South, Range 16 East, all in Wilson County, Kansas

Barsch

Lease # KS185-005.01
NAME: Barsch Lease
LESSOR: Adam Barsch and Margaret Barsch
LESSEE: Edgar Zinc Company
DATE: March 8, 1911
RECORDED: Book 6, Oil, Page 145
PROPERTY: SE/4 of Section 12, Township 31 South, Range 16 East, all in Montgomery County, Kansas

Sheldon

NAME:
LESSOR:

LESSEE:

DATE:

RECORDED:

PROPERTY:

Lease # KS185-006.00

Sheldon Lease

James E. Sheldon and Louise Bowen Sheldon, husband and wife, and Charles S. and Ann Bowen Arthur, husband and wife

Lawrence R. Dodson and Margarete Dodson

July ?? , 1971

Book 73, Oil, Page 386

SE/4 and S/2 SW/4 of Section 13, Township 31 South, Range 16 East, all in Montgomery County, Kansas

Umbarger

NAME:
LESSOR:

LESSEE:

DATE:

RECORDED:

PROPERTY:

Kansas

Lease # KS185-007.00

Umbarger Lease

V.G. Umbarger and Gertrude L. Umbarger

Gordon J. Willis, W.P. Callahan, Jr., Paul Heese, and E.S. Faulkner

April 17, 1953

Book 67, Page 487

SW/4 of Section 36, Township 28 South, Range 16 East, all in Wilson County,

Barnett

NAME:
LESSOR:

LESSEE:

DATE:

RECORDED:

PROPERTY:

Lease # KS185-008.00

Barnett Lease

Nellie G. Barnett

John T. Davis

February 24, 1977

Book 114, Misc., Page 125

NW/4 of Section 1, Township 29 South, Range 16 East, all in Wilson County, Kansas

EXHIBIT "A"

A-2 – Wells

(Attached to and made a part of that certain Assignment and Bill of Sale dated to be effective as of October 1, 2023 by and between Elysium Natural Resources, LLC as Assignor and Independence Energy, LLC as Assignee)

All oil and gas and other wells located on the Leases only (but excluding and excepting all wells wherever located which have been plugged and abandoned prior to the Effective Date), including, but not necessarily limited to the following wells on the Leases:

[INSERT]

EXHIBIT "A"

A-2 - Wells

All oil and gas and other wells located on the Leases only (but excluding and excepting all wells wherever located that have been plugged and abandoned prior to the Effective Date), including, but not necessarily limited to the following wells on the leases:

WELLS

| Lease Name | API Number | Field | Well Name | Well Type | Sec | T | R | Well Location | County | Status |
|------------|--------------|---------|-----------|-----------|-----|-----|-----|------------------------------------|--------|-----------|
| UMBARGER | 15-205-20183 | Altoona | C-13 | OIL | 36 | 28S | 16E | NE NW NE SW, 2324 South, 3331 East | Wilson | Inactive |
| UMBARGER | 15-205-24534 | Altoona | KCAU-1 | OIL | 36 | 28S | 16E | NW NW NW SW, 2475 South, 5115 East | Wilson | Producing |
| UMBARGER | 15-205-24535 | Altoona | KCAU-2 | OIL | 36 | 28S | 16E | NW NE NW SW, 2475 South, 4455 East | Wilson | Producing |
| UMBARGER | 15-205-24562 | Altoona | KCAU-8 | OIL | 36 | 28S | 16E | NW SE SE SW, 495 South, 3135 East | Wilson | Producing |
| UMBARGER | 15-205-20525 | Altoona | K-11 | OIL | 36 | 28S | 16E | NW NW SE SW, 1027 South, 3634 East | Wilson | Inactive |
| UMBARGER | 15-205-20841 | Altoona | R-11 | OIL | 36 | 28S | 16E | SW NW NE SW, 2081 South, 3668 East | Wilson | Inactive |
| UMBARGER | 15-205-20842 | Altoona | R-13 | OIL | 36 | 28S | 16E | SE NW NE SW, 2080 South, 3334 East | Wilson | Inactive |
| UMBARGER | 15-205-24540 | Altoona | KCAU-7 | OIL | 36 | 28S | 16E | NW SW SE SW, 495 South, 3795 East | Wilson | Producing |

| | | | | | | | | | | |
|----------|-----------------------|---------|--------|-----|----|-----|-----|---|--------|---------------------------------|
| UMBARGER | 15-205-20840 | Altoona | R-7 | OIL | 36 | 28S | 16E | SE NE NW SW, 2105 South, 4034 East | Wilson | Producing |
| UMBARGER | 15-205-20523 | Altoona | I-15 | OIL | 36 | 28S | 16E | SE SE NE SW, 1352 South, 2948 East | Wilson | Inactive |
| UMBARGER | 15-205-24538 | Altoona | KCAU-5 | OIL | 36 | 28S | 16E | SW NE SW SW, 825 South, 4455 East | Wilson | Producing |
| UMBARGER | 15-205-20172- 0001 | Altoona | W 1 | SWD | 36 | 28S | 16E | SW NW SW, 1568 South, 5070 East | Wilson | Authorized Injection Well |
| UMBARGER | 15-205-01030 | Altoona | I-2 | GAS | 36 | 28S | 16E | SW SW NW SW, 1382 Southth, 5176 East | Wilson | Inactive |
| UMBARGER | 15-205-01032 | Altoona | I-9 | OIL | 36 | 28S | 16E | SE SE NW SW, 1384 South, 4009 East | Wilson | Inactive |
| UMBARGER | 15-205-01033 | Altoona | I-11 | OIL | 36 | 28S | 16E | SW SW NE SW, 1380 South, 3657 East | Wilson | Inactive |
| UMBARGER | 15-205-01034 | Altoona | I-13 | OIL | 36 | 28S | 16E | SE SW NE SW, 1380 South, 3316 East | Wilson | Inactive |
| UMBARGER | 15-205-01035 | Altoona | G-11 | OIL | 36 | 28S | 16E | NE SE NW SW, 1752 South, 4059 East | Wilson | Inactive |
| UMBARGER | 15-205-01037 | Altoona | G-15 | OIL | 36 | 28S | 16E | NW SE NE SW,1700 South, 2953 East | Wilson | inactive |
| UMBARGER | 15-205-24539- 0001 | Altoona | KCAU-6 | OIL | 36 | 28S | 16E | NW SW SW SW, 495 South, 5115 East | Wilson | Producing |
| UMBARGER | 15-205-01042- 0001 | Altoona | H 12 | OIL | 36 | 28S | 16E | SW, 1920 South, 3490 East | Wilson | Inactive |
| UMBARGER | 15-205-01043 | Altoona | J 10 | EOR | 36 | 28S | 16E | NW SE SW, 1206 South, 3816 East | Wilson | Authorized Injection Well |

| | | | | | | | | | | |
|--------------|-----------------------|---------|---------|-----|----|-----|-----|---|--------|-----------|
| BARNETT KCAB | 15-205-24608 | Altoona | 13 | OIL | 1 | 29S | 16E | NW NW SE NW, 3833 South, 3796 East | Wilson | Producing |
| BARNETT KCAB | 15-205-24609 | Altoona | 15 | OIL | 1 | 29S | 16E | NW SW SE NW, 3176 South, 3802 East | Wilson | Inactive |
| BARNETT | 15-205-24564 | Altoona | KCAB 2 | OIL | 1 | 29S | 16E | NE NE NW NW, 5127 South, 4126 East | Wilson | Inactive |
| BARNETT KCAB | 15-205-19754 | Altoona | 30 | OIL | 1 | 29S | 16E | NW NW SE NW, 3939 South, 3880 East | Wilson | Inactive |
| BARNETT KCAB | 15-205-19756 | Altoona | 32 | OIL | 1 | 29S | 16E | NE SW SE NW, 3262 South, 3321 East | Wilson | Inactive |
| BARNETT KCAB | 15-205-19755 | Altoona | 31 | OIL | 1 | 29S | 16E | SW SW NE NW, 4153 South, 3661 East | Wilson | Producing |
| BARNETT KCAB | 15-205-19757 | Altoona | 33 | OIL | 1 | 29S | 16E | NW SW SE NW, 3204 South, 3700 East | Wilson | Inactive |
| BARNETT KCAB | 15-205-24568- 0001 | Altoona | KCAB 6 | OIL | 1 | 29S | 16E | NW SW NE NW, 4480 South, 3865 East | Wilson | Producing |
| BARNETT KCAB | 15-205-24571- 0001 | Altoona | KCAB 11 | OIL | 1 | 29S | 16E | NW NE SE NW, 3832 South, 3142 East | Wilson | Producing |
| ESTES | 15-205-24558 | Altoona | KCAE 1 | OIL | 24 | 29S | 16E | NW NE NW NW, 5090 South, 4447 East | Wilson | Producing |
| ESTES | 15-205-24561 | Altoona | KCAE 4 | OIL | 24 | 29S | 16E | NW SW NE NW, 4480 South, 3796 East | Wilson | Inactive |

| | | | | | | | | | | |
|------------|--------------|----------|---------|-------------|----|-----|-----|------------------------------------|------------|-----------|
| ESTES | 15-205-24560 | Altoona | KCAE 3 | OIL | 24 | 29S | 16E | NE SE NW NW, 4469 South, 4182 East | Wilson | Producing |
| ESTES KCAE | 15-205-19753 | Altoona | 21 | OIL | 24 | 29S | 16E | SE SE NW NW, 4147 South, 4080 East | Wilson | Inactive |
| ESTES KCAE | 15-205-19752 | Altoona | 20 | OIL | 24 | 29S | 16E | SW SW NE NW, 4164 South, 3677 East | Wilson | Inactive |
| BARSCH | 15-125-28755 | Neodesha | KCDB 3 | OIL | 12 | 31S | 16E | NW NE NW SE 2475 South, 1815 East | Montgomery | Producing |
| BARSCH | 15-125-28757 | Neodesha | KCDB 5 | OIL | 12 | 31S | 16E | NW SE NW SE 1833 South, 1787 East | Montgomery | Producing |
| BARSCH | 15-125-28754 | Neodesha | KCDB 15 | OIL | 12 | 31S | 16E | NW SW NW SE, 1815 South, 2475 East | Montgomery | Producing |
| BARSCH | 15-125-28444 | Neodesha | KCDB 1 | Other-Water | 12 | 31S | 16E | NE SE SE SE, 495 South, 165 East | Montgomery | Inactive |
| BARSCH | 15-125-28892 | Neodesha | KCDB 14 | OIL | 12 | 31S | 16E | NE SW NE SE, 1815 South, 825 East | Montgomery | Inactive |
| BARSCH | 15-125-28762 | Neodesha | KCDB 10 | OIL | 12 | 31S | 16E | NW NW SE SE, 1155 South, 1155 East | Montgomery | Inactive |
| BARSCH | 15-125-28758 | Neodesha | KCDB 6 | Other-TA | 12 | 31S | 16E | NW SW NE SE, 1815 South, 1155 East | Montgomery | Producing |
| BARSCH | 15-125-02320 | Neodesha | 12-30 | OIL | 12 | 31S | 16E | SE SE SE SE, 169 South, 172 East | Montgomery | Inactive |
| BARSCH | 15-125-02321 | Neodesha | 12-31 | OIL | 12 | 31S | 16E | SW NW SE SE, 687 South, 1162 East | Montgomery | Inactive |
| BARSCH | 15-125-02322 | Neodesha | 12-32 | OIL | 12 | 31S | 16E | NE NW NE SE, 2471 South, 778 East | Montgomery | Inactive |

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| DODSON | 15-125-28098 | Neodesha | KDF-1 | OIL | 13 | 31S | 16E | NE NE NE, 4785 South, 495 East | Montgomery | Producing |
| DODSON | 15-125-28101 | Neodesha | KDF-4 | OIL | 13 | 31S | 16E | NE NW NE, 4785 South, 1655 East | Montgomery | Producing |
| DODSON | 15-125-28252 | Neodesha | KDF-20 | OIL | 13 | 31S | 16E | SE NE NE, 4125 South, 165 East | Montgomery | Producing |
| DODSON | 15-125-20228 | Neodesha | 1 | OIL | 13 | 31S | 16E | NW NW NE, 4710 South, 2497 East | Montgomery | Producing |
| DODSON | 15-125-20295 | Neodesha | 4 | OIL | 13 | 31S | 16E | NW NW NE, 5110 South, 2133 East | Montgomery | Producing |
| DODSON | 15-125-20230 | Neodesha | 3 | OIL | 13 | 31S | 16E | NW SW NE, 3802 South, 2496 East | Montgomery | Producing |
| DODSON | 15-125-20229-0002 | Neodesha | 2 | EOR | 13 | 31S | 16E | SW NW NE, 4300 South, 2461 East | Montgomery | Authorized Injection Well |
| SHELDON | 15-125-20976 | Neodesha | 11 | OIL | 13 | 31S | 16E | NE NW SW SE, 1140 South, 2090 East | Montgomery | Inactive |
| SHELDON | 15-125-21066 | Neodesha | 14 | OIL | 13 | 31S | 16E | NE SW SW SE, 495 South, 2090 East | Montgomery | Producing |
| SHELDON | 15-125-20523 | Neodesha | 5 | OIL | 13 | 31S | 16E | NW NW SW SE, 1155 South, 2475 East | Montgomery | Inactive |
| SHELDON | 15-125-20780 | Neodesha | 10 | OIL | 13 | 31S | 16E | SE SW NW SE, 1485 South, 2090 East | Montgomery | Inactive |
| SHELDON | 15-125-20546 | Neodesha | 7 | OIL | 13 | 31S | 16E | NW SW NW SE, 1815 South, 2475 East | Montgomery | Producing |
| SHELDON | 15-125-20370 | Neodesha | 1 | OIL | 13 | 31 | 16E | NE NE NE SE, 2475 South, 165 East | Montgomery | Inactive |
| SHELDON | 15-125-20554 | Neodesha | 9 | OIL | 13 | 31S | 16E | NW NW NW SE, 2475 South, 2475 East | Montgomery | Producing |

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| SHELDON | 15-125-20424 | Neodesha | 2 | OIL | 13 | 31S | 16E | NW NE NE SE, 2475 South, 495 East | Montgomery | Producing |
| SHELDON | 15-125-22250 | Neodesha | 17 | OIL | 13 | 31S | 16E | NW NW NE SE, 2475 South, 1155 East | Montgomery | Inactive |
| SHELDON | 15-125-20439 | Neodesha | 3 | OIL | 13 | 31S | 16E | NE NW NE SE, 2475 South, 880 East | Montgomery | Producing |
| SHELDON | 15-125-20487- 0002 | Neodesha | 4 | OIL | 13 | 31S | 16E | NE SE SW, 1140 South, 2850 East | Montgomery | Producing |
| SHELDON | 15-125-02328 | Neodesha | A | OIL | 13 | 31S | 16E | NE NW SE SE, 998 South, 931 East | Montgomery | Inactive |
| SHELDON | 15-125-02329 | Neodesha | 13-40 | OIL | 13 | 31S | 16E | NE SW SW SE, 471 South, 2304 East | Montgomery | Inactive |
| SHELDON | 15-125-02330 | Neodesha | O-3 | OIL | 13 | 31S | 16E | SW NE SE SW, 795 South, 3275 East | Montgomery | Producing |
| SHELDON | 15-125-02331 | Neodesha | 13-42 | OIL | 13 | 31S | 16E | SE NE SE SW, 797 South, 2966 East | Montgomery | Inactive |
| SHELDON | 15-125-21070- 0001 | Neodesha | 15 | OIL | 13 | 31S | 16E | SE SW SW SE, 165 South, 2090 East | Montgomery | Inactive |
| SHELDON | 15-125-21059- 0002 | Neodesha | 13 | EOR | 13 | 31S | 16E | NW SW SE, 858 South, 2055 East | Montgomery | Authorized Injection Well |
| MARKLE | 15-125-28136 | Coffeyville- Cherryvale | KDR-2 | OIL | 31 | 31S | 17E | SW NW SW, 1829 South, 7460 East | Montgomery | Producing |
| MARKLE | 15-125-28121 | Coffeyville- Cherryvale | KDR-1 | OIL | 31 | 31S | 17E | SW NW SW, 1497 South, 7457 East | Montgomery | Producing |
| MARKLE | 15-125-28160 | Coffeyville- Cherryvale | KDR-4 | OIL | 31 | 31S | 17E | SW NW SW, 1856 South, 7132 East | Montgomery | Producing |
| MARKLE | 15-125-03237 | Coffeyville- Cherryvale | KDR OW1 | OIL | 31 | 31S | 17E | SE NW SW, 1771 South, 6525 East | Montgomery | Producing |

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| MERRICK KHES | 15-125-26049 | Elk City | B-1 | OIL | 13 | 31 | 13E | NW NW SE, 2151 South, 2551 East | Montgomery | Producing |
| MERRICK KHES | 15-125-29707 | Elk City | (-1)-13 | OIL | 13 | 31 | 13E | SW SE NE SW, 1468 South, 3106 East | Montgomery | Producing |
| MERRICK KHES | 15-125-29685 | Elk City | 1-13 | OIL | 13 | 31 | 13E | SW NE NW SE, 2100 South, 1930 East | Montgomery | Producing |
| MERRICK KHES | 15-125-29669 | Elk City | 10-13 | OIL | 13 | 31 | 13E | NE SE SW NE, 3266 South, 1426 East | Montgomery | Producing |
| MERRICK KHES | 15-125-29934 | Elk City | 102-13 | OIL | 13 | 31 | 13E | SE SE SW SW, 225 South, 4508 East | Montgomery | Producing |
| MERRICK KHES | 15-125-29931 | Elk City | 103-13 | OIL | 13 | 31 | 13E | SW SW SE SW, 192 South, 3816 East | Montgomery | Producing |
| MERRICK KHES | 15-125-29684 | Elk City | 11-13 | OIL | 13 | 31 | 13E | SW SE NW NE, 3985 South, 1898 East | Montgomery | Producing |
| MERRICK KHES | 15-125-29675-0002 | Elk City | 12-13 | EOR | 13 | 31 | 13E | NE NE SW NE, 3866 South, 1341 East | Montgomery | Authorized Injection Well |
| MERRICK KHES | 15-125-29674-0001 | Elk City | 13-13 | EOR | 13 | 31 | 13E | NE NW SE NE, 3907 South, 778 East | Montgomery | Authorized Injection Well |
| MERRICK KHES | 15-125-29706-0001 | Elk City | 14-13 | EOR | 13 | 31 | 13E | SW SW NW SE, 1579 South, 2448 East | Montgomery | Authorized Injection Well |
| MERRICK KHES | 15-125-29687 | Elk City | 2-13 | OIL | 13 | 31 | 13E | SW NW NE SE, 2181 South, 1287 East | Montgomery | Producing |
| MERRICK KHES | 15-125-29929 | Elk City | 203-13 | OIL | 13 | 31 | 13E | SW NW SE SW, 847 South, 3800 East | Montgomery | Producing |
| MERRICK KHES | 15-125-29930 | Elk City | 204-13 | OIL | 13 | 31 | 13E | SW NE SE SW, 813 South, 3158 East | Montgomery | Producing |

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| MERRICK KHES | 15-125-28958 | Elk City | 3-13 | OIL | 13 | 31 | 13E | NE SW SW NE, 3295 South, 2008 East | Montgomery | Producing |
| MERRICK KHES | 15-125-28957 | Elk City | 4-13 | OIL | 13 | 31 | 13E | NE SW SE NE, 3287 South, 850 East | Montgomery | Producing |
| MERRICK KHES | 15-125-29671-0001 | Elk City | 5-13 | OIL | 13 | 31 | 13E | SW SW SW NE, 2699 South, 2584 East | Montgomery | Producing |
| MERRICK KHES | 15-125-28955-0001 | Elk City | 6-13 | OIL | 13 | 31 | 13E | SE NW NE SE, 2010 South, 674 East | Montgomery | Producing |
| MERRICK KHES | 15-125-29670 | Elk City | 7-13 | OIL | 13 | 31 | 13E | SE SW SW NE, 2721 South, 2002 East | Montgomery | Producing |
| MERRICK KHES | 15-125-29672-0001 | Elk City | 8-13 | EOR | 13 | 31 | 13E | SE SW NE, 2729 South, 1365 East | Montgomery | Authorized Injection Well |
| MERRICK KHES | 15-125-29936 | Elk City | 811-13 | OIL | 13 | 31 | 13E | NW SE NE NE, 4457 South, 350 East | Montgomery | Producing |
| MERRICK KHES | 15-125-29673 | Elk City | 9-13 | OIL | 13 | 31 | 13E | SE SW SE NE, 2748 South, 844 East | Montgomery | Producing |

EXHIBIT "A"

A-3 – Equipment

(Attached to and made a part of that certain Assignment and Bill of Sale dated to be effective as of October 1, 2023 by and between Elysium Natural Resources, LLC as Assignor and Independence Energy, LLC as Assignee)

Independence, KS Vehicles

| <u>Unit #</u> | <u>Year</u> | <u>Weight</u> | <u>Make</u> | <u>Model</u> | <u>Equipment Type</u> | <u>VIN & License</u> |
|---------------|-------------|---------------|-------------|---|-----------------------|-------------------------------------|
| 909280 | 1995 | 20000 | GMC | 1955 Fred E. Cooper Single Drum Servicing Unit Mounted on a 1995 GMC Truck | Pulling Unit | 1GDG6H1J4SJ517166 License 845FNR |
| 909810 | 2013 | | Chevrolet | Silverado 2500 4x4 | Truck | 1GCOKXCG4DR206632 License 882KWG |
| 909880 | 2013 | | | Millertime 7' x 20' Tandem axle trailer | Trailer | License 146FNV |
| 910480 | 1993 | | John Deere | 1993 John Deere Backhoe Model 310D (Inoperative) | Backhoe | TO31ODA776602 |
| 910760 | 2011 | | Ford | Crew Cab F150 | Truck | 1FTFW1EF8BFC91889 |
| | | | Ford | Red 1 Ton Flatbed Truck (Inoperative and untitled) | Truck | |

EXHIBIT "A"

A-4 – Surface Agreements

(Attached to and made a part of that certain Assignment and Bill of Sale dated to be effective as of October 1, 2023 by and between Elysium Natural Resources, LLC as Assignor and Independence Energy, LLC as Assignee)

RIGHTS OF WAY, EASEMENTS, LICENSES, PERMITS AND AGREEMENTS

1. Right of Way granted May 20, 1919, by G.D. Waters and Laura Waters to The Southwestern Gas Company relating to the West Half of the Southwest Quarter of Section 25, Township 31 South, Range 13 East, Montgomery County, Kansas.
2. Right of Way granted November 12, 1947, by B.H. Huser and Beatrice Huser to Union Gas System, Inc., relating to the Southwest Quarter of Section 25, and the Northeast Quarter of Section 36, Township 31 South, Range 13 East, Montgomery County, Kansas.
3. Right of Way granted April 1, 1924, by G.D. Waters and Laura Waters to The Southwestern Utilities Corporation and The Independence Gas Transporting Company relating to the West Half of the Southwest Quarter of Section 25, Township 31 South, Range 13 East, Montgomery County, Kansas.
4. Pipeline Easement granted May 3, 1988, by John L. Allen and Charlene Allen to Bert Carlson relating to the West side of the Southwest Quarter of Section 25, Township 31 South, Range 13 East, Montgomery County, Kansas.
5. Highway Permit Agreement Work Acceptance Notice, Permit #4-7293-63, granted August 9, 1989, by the Kansas Department of Transportation to UNI Exploration and Development on US-160 at reference point 386.1 in Montgomery County, Kansas.
6. County Road Agreement, #88-005 granted February 25, 1988, by the Board of County Commissioners of Montgomery County, Kansas, to UNI Exploration and Development, Inc., relating to Sections 7, 18, 19 and 30, Township 31 South, Range 14 East, and Section 31, Township 32 South, Range 14 East, Montgomery County, Kansas.

EXHIBIT “A”

A-5 – Contracts

(Attached to and made a part of that certain Assignment and Bill of Sale dated to be effective as of October 1, 2023 by and between Elysium Natural Resources, LLC as Assignor and Independence Energy, LLC as Assignee)

1. Compliance Agreement between E&B Natural Resources Management Corporation and Kansas Corporation Commission approved 2/06/2020.
2. ARM Energy Management LLC Contract No. AEM-EB-APR2022 and Amendment dated March 24, 2023 for the purchase of crude oil.