

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: \_\_\_\_\_

## ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (the “*Assignment*”), effective as of November 1, 2023 at 12:01am local time (the “*Effective Date*”), is by and between Stratakan Exploration, LLC, a Kansas limited liability company (the “*Assignor*”), with an address of 100 South Main Street, Plainville, KS 67663, and Silver Stone Energy Partners, LLC, a Texas limited liability company (the “*Assignee*”), with an address of 2911 Turtle Creek Blvd., Ste. 300, Dallas, Texas 75219. Assignor and Assignee are, collectively, the “*Parties*,” and, individually, a “*Party*.” Capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in that certain Agreement, dated as of November 2<sup>nd</sup>, 2023, by and between Assignor and Assignee (the “*Agreement*”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, and DELIVERS unto Assignee ALL of Assignor’s right, title, and interest in and to the following assets in Comanche and Sumner Counties, Kansas (collectively, the “*Assets*”):

(a) The leasehold estates created by the oil and gas leases described in Exhibit A (collectively, the “*Leases*”), the definition of Leases herein includes amendments, extensions, renewals, and ratifications of the Leases, whether or not such amendments, extensions, renewals, and ratifications are referenced in Exhibit A, including all overriding royalty interests, and the oil, gas, and all other hydrocarbons and non-hydrocarbons (“*Hydrocarbons*”) attributable to or produced from the Leases, and the lands covered thereby or the lands pooled, unitized, or communitized therewith (the “*Lands*”), and all contract rights, title and other interests of Assignor insofar, and only insofar, as the same are associated with the Leases, Hydrocarbons, and Lands;

(b) The oil, gas, monitoring, or injection wells located on the Leases and Lands whether producing, operating, plugged, abandoned, shut-in or temporarily abandoned, including but not limited to the wells described in Exhibit B (collectively, the “*Wells*”), the pipelines and facilities associated or used in connection with the Wells, and all real property, tangible personal property, equipment, fixtures, improvements, permits, rights-of-way, easements, and other rights to use the surface (including, but not limited to, those surface fee interests, rights-of-way, surface use agreements, and easements, if any, described in Exhibit C), in each case used or held for use in connection with the exploration, development, production, gathering, treatment, handling, processing, storing, transporting, sale or disposal of Hydrocarbons or water produced from the properties and interests described herein, including all equipment installed on the Leases, Lands, or Wells as of the Effective Date;

(c) The unitization, pooling, and communitization agreements, declarations and orders, and the units created thereby and all other such agreements relating to the properties and interests described herein and to the production of Hydrocarbons, if any, attributable to said properties or interests (the “*Units*,” and, together with the Leases, Lands, and Wells, the “*Properties*”);

(d) All equipment, facilities, machinery, fixtures, and other tangible personal property and improvements that are located on the Properties to the extent, and only to the extent, that they are used or held for use in connection with the ownership or operation of the Properties or any of the other Assets or the production, treatment, storage, disposal, or transportation of Hydrocarbons or other substances therefrom (including all such wellhead equipment, pumps, pumping units, Hydrocarbon measurement facilities, flowlines, gathering systems, piping, pipelines, compressors, tanks, treatment facilities, injection facilities, disposal facilities, compression facilities, and other materials, supplies, facilities and machinery not otherwise specifically mentioned in this Agreement), including, but not limited to, the items described in Exhibit D (the “*Equipment*”);

(e) All existing and effective gathering and processing contracts, operating agreements, facilities agreements, balancing agreements, farmout agreements, and any other contracts or legally binding arrangement, only to the extent they relate to the properties and interests as described herein (including, but not limited to, those contracts, if any, described in Exhibit E) (the “*Contracts*”);

(a) All records of Assignor relating to the Properties including, but not limited to: lease files; land files; contract files, division order files; abstracts, title opinions, well files, production records; electric logs, core data, pressure data; decline curve and graphical production curve information; joint interest billings, check receipts and third party disbursement records; records relating to ad valorem, excise and other production related taxes; title records, title curative documents; and all the books, files, records, documents, materials, information and data (including engineering and geological data and geophysical data and interpretations) of every kind and description (subject to the Excluded Assets, the “*Records*”); and

(b) All rights, claims, and causes of action to the extent attributable to the interests described herein insofar as such interests arise on, or after the Effective Date or relate to any Assumed Liabilities.

**EXCLUDING AND RESERVING** unto the Assignor, however, except as otherwise limited below, all of Assignor’s right, title and interest in and to the following (collectively, the “Excluded Assets”):

(a) All rights, claims, and causes of action, whether arising before, on, or after the Effective Date, to the extent such rights, claims, and causes of action relate to any of Assignor’s indemnity obligations under this Agreement;

(b) all claims and causes of action of Assignor (i) arising from acts, omissions or events related to, or damage to or destruction of, the Assets, occurring prior to the Effective Date, (ii) arising under or with respect to any of the Contracts that are attributable to periods of time prior to the Effective Date (including, without limitation, claims for adjustments or refunds), or (iii) with respect to any of the Excluded Assets;

(c) all rights, titles, claims and interests of Assignor relating to the Assets prior to the Effective Date (i) under any policy or agreement of insurance or indemnity; (ii) under any bond; or (iii) to any insurance or condemnation proceeds or awards;

(d) all Hydrocarbons produced from or attributable to the Assets with respect to all periods prior to the Effective Date, together with all proceeds from or of such Hydrocarbons;

(e) all claims of Assignor for refund of or loss carry forwards with respect to production, windfall profit, severance, ad valorem or any other taxes attributable to any period prior to the Effective Date, or income or franchise taxes;

(f) all amounts due or payable to Assignor as adjustments or refunds under any contracts or agreements (including take-or-pay claims) affecting the Assets, attributable to periods prior to the Effective Date; and

(g) any other right or interest in and to the Assets to the extent attributable to the period prior to the Effective Date.

**TO HAVE AND TO HOLD** all of the Assets, together with all rights, titles, interests, estates, remedies, powers, and privileges thereunto appertaining unto Assignee, its successors and assigns, forever, subject to, however, all the following terms and conditions:

A. Special Warranty. Assignor, its successors and assigns, warrants and agrees to defend title to the Assets unto Assignee, its successors and assigns, from all claims of any person or entity lawfully claiming or to claim the same or any part thereof, by, through or under Assignor or its affiliates, but not otherwise.

B. Agreement. This Assignment is made subject to the terms of the Agreement, including, but not limited to, certain representations and warranties as well as indemnity provisions, which will survive the execution and delivery of this Assignment to the extent, and in the manner, set forth in the Agreement and shall remain separate and distinct from, and not merge with or into, the terms of this Assignment. Any capitalized terms herein not otherwise defined herein shall be defined as stated in the Agreement. In the event of a conflict or discrepancy between the Agreement and this Assignment, the Agreement shall control to the extent of such conflict or discrepancy.

C. Entire Agreement. The Agreement, this Assignment and the Exhibits attached hereto constitute the entire understanding between the Parties with respect to the subject matter hereof, superseding all written or oral negotiations and discussions, and prior agreements and understandings related to such subject matter.

D. Subrogation. Assignor hereby assigns to Assignee all rights, claims and causes of action under title warranties given or made by Assignor's predecessors in interest with respect to the Assets, and Assignee is specifically subrogated to all rights which Assignor may have against such predecessors in interest with respect to the Assets, to the extent Assignor may legally transfer such rights and grant such subrogation.

E. Successors and Assigns. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

F. Amendment and Waiver. This Assignment may not be amended, nor any rights hereunder waived, except by an instrument in writing signed by the Party to be charged with such amendment or waiver and delivered by such Party to the Party claiming the benefit of such amendment or waiver.

G. Further Assurances. Assignor and Assignee shall each execute, acknowledge, and deliver to the other such further instruments and take such other actions as may be reasonably requested in order to accomplish more effectively the purposes of the transactions contemplated by this Assignment, including, if requested by Assignee, the conveyance or assignment of any Asset that is generally described in this Assignment and would otherwise been conveyed to Assignee except for the fact that it was not specifically listed on the Exhibits.

H. Governing Law. This Assignment, and the transactions contemplated hereby, shall be construed in accordance with, and governed by the Laws of the State of Kansas.

I. Counterparts. Assignor and Assignee may execute this Assignment in counterparts, each of which shall be deemed an original instrument, but which together shall constitute but one and the same instrument.

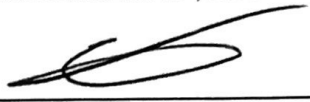
J. If any of the provisions of this Assignment are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over the subject matter hereof, such contravention or invalidity shall not invalidate the entire Assignment. Instead, this Assignment shall be construed as if it did not contain the particular provision or provisions held to be invalid, and an equitable adjustment shall be made and necessary provision added so as to give effect to the intention of the Parties as expressed in this Assignment at the time of execution of this Assignment.

*[Signature page follows]*

Each Party has executed this Assignment as of the date of such Party's acknowledgment, but this Assignment shall be effective as of the Effective Date.

**ASSIGNOR**

STRATAKAN EXPLORATION, LLC

By:   
Name: Justin Prater  
Title: Managing Member

**ASSIGNEE**

SILVER STONE ENERGY PARTNERS, LLC

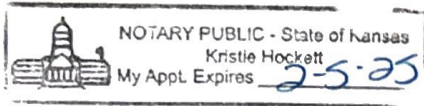
By:   
Name: Colin Wickman  
Title: Manager



**Acknowledgments**

STATE OF Kansas )  
 ) SS  
COUNTY OF Reed )

This instrument was acknowledged before me this 16 day of November 2023, by Justin Prater, as Managing Member of Stratakan Exploration, LLC, a Kansas limited liability company, on behalf of the company.



*[Handwritten Signature]*

\_\_\_\_\_  
Notary Public

My Commission Expires: 2-5-25

STATE OF TEXAS )  
 ) SS  
COUNTY OF DALLAS )

This instrument was acknowledged before me this 17<sup>th</sup> day of NOVEMBER, 2023, by Colin Wickman, as Manager of Silver Stone Energy Partners, LLC, a Texas limited liability company, on behalf of the company.

*[Handwritten Signature]*

\_\_\_\_\_  
Notary Public

My Commission Expires: 08/23/2027



**EXHIBIT A**

**LEASES**

<u>Lessor</u>	<u>Lessee</u>	<u>Date</u>	<u>Book-Page</u>	<u>County</u>	<u>Legal Description</u>
Judith A. Kerstetter	Sandridge Exploration and Production, LLC	11/3/2010	113-403	Comanche	A tract of land in located in the S/2 of 24-31S-20W and N/2 of 25-31S-20W, described as follows: commencing at the Northeast corner of the Northeast Quarter of Section 25; thence North 89°43'19" West along the north line of said Northeast Quarter for 2,541.82 feet to the true point of beginning; thence South 0° 41'9" East for 220.03 feet; thence South 87°18'30" West for 108.39 feet; thence South 1°03'47" West for 580.03 feet; thence South 67°30'35" West for 404.62 feet; thence North 38°31'54" West for 526.82 feet; thence North 63°16'27" East for 437.01 feet; thence North 5°16'33" West for 345.91 feet to a point on the north line of the Northeast Quarter of said Section 25; thence continuing North 5°16'33" West into the Southwest Quarter of said Section 24 for 18.65 feet; thence South 89°20'44" East for 356.61 feet to a point on the East line of the Southwest Quarter of said Section 24, said point being 16.22 feet North of the Southeast corner of the Southwest Quarter of said Section 24; thence continuing South 89°20'44" East into the Southeast Quarter of said Section 24 for 105.69 feet; thence South 0°41'09" East for 15.53 feet to the point of beginning, containing 10.22 acres, more or less.
Judith A. Kerstetter Trust of 2002	Sandridge Exploration and Production, LLC	11/3/2010	113-417	Comanche	All of 25-31S-20W; W/2 SW/4, SE/4 SW/4 of 24-31S-20W; and a tract of land located in the SE/4 of 24-31S-20W, described as follows: Beginning at the Southeast Corner of the SE /4 of said Section 24, said point being the true point of beginning; thence on an assumed bearing of North 89°43'19" West along the South line of said SE /4 for 2,541.82 feet thence North 0°41'09" West for 15.53 feet; thence North 89°20'44" West for 105.69 feet to a point on the west line of said SE/4, said point being 16.22 feet North of the Southwest corner of

					<p>said SE/4, thence North 1°13'03" East along the west line of said SE/4 for 1,197.34 feet; thence South 86°09'08" East for 12.82 feet thence South 63°09'58" East for 362.28 feet; thence South 89°50'05" East for 2,295.00 feet to a point on the east line of said Se/4: thence South 0°46'19" West along the East line of said SE/4 for 1,052.50 feet to the point of beginning, containing 64.36 acres, more or less. less and except a tract of land in N/2 of Section 25-31S-20W and the S/2 of 24-31S- 20W, O.D.A: a tract of land located in the South Half of Section 24 and in the North Half of Section 25, Township 31 South Range 20 West of the 6th pm, more fully described as follows: Commencing at the Northeast Corner of the Northeast Quarter of Section 25; thence North 89° 43'11" West along the north line of said Northeast Quarter for 2,541.82 feet to the true point of beginning; thence south 0°4'9" East for 220.03 feet thence South 87°18'30" West for 108.39 feet thence South 1°03'47" West for 580.03 feet; thence South 67° 30'35" West for 404.62 feet thence North 38° 31'54" West for 526.82 feet; thence North 63° 16'27" East for 437.01 feet thence North 5° 16'33" West for 345.91 feet to a point on the north line of the Northeast Quarter of said Section 25; thence continuing North 5°16'33" West into the Southwest Quarter of said Section 24 for 18.65 feet thence South 89°20'44" East for 356.61 feet to a point on the East line of the Southwest Quarter of said Section 24, said point being 16.22 feet north of the Southeast corner of the Southwest Quarter of said section 24; thence continuing South 89°20'44" East into the Southeast Quarter of said Section 24 for 105.69 feet; thence South 0°41'09" East for 15.53 feet to the point of beginning, containing 10.22 acres, more or less, together containing 814.14 acres more or less.</p>
Donald D. Kerstetter Trust of 2002	Sandridge Exploration and Production, LLC	11/3/2010	113-421	Comanche	<p>All of 25-31S-20W; W/2 SW/4, SE/4 SW/4 of 24-31S-20W; and a tract of land located in the SE/4 of 24-31S-20W, described as follows: beginning at the Southeast corner of the SE/4 of said Section 24, said point being the true point of beginning; thence on an assumed bearing of</p>

					<p>North 89°43'19" West along the south line of said SE/4 for 2,541.82 feet thence North 0°4'09" West for 15.53 feet; thence North 89°20'44" West for 105.69 feet to a point on the west line of said SE/4, said point being 16.22 feet North of the Southwest corner of said SE/4, thence North 1°13'03" East along the west line of said SE/4 for 1,197.34 feet; thence South 86°09'08" East for 12.82 feet thence South 63°09'58" East for 362.28 feet; thence South 89°50'05" East for 2,295.00 feet to a point on the east line of said SE/4: thence South 0°46'19" West along the east line of said SE/4 for 1,052.50 feet to the point of beginning, containing 64.36 acres, more or less. less and except a tract of land in N/2 of Section 25-31S-20W and the S/2 of 24-31S- 20W, O.D.A: a tract of land located in the south half of Section 24 and in the North Half of Section 25, Township 31 South Range 20 West of the 6th pm, more fully described as follows: commencing at the northeast corner of the Northeast Quarter of Section 25; thence North 89°43'19" West along the north line of said Northeast Quarter for 2,541.82 feet to the true point of beginning; thence South 0°41'9" East for 220.03 feet thence South 87°18'30" West for 108.39 feet thence South 1°03'47" West for 580.03 feet; thence South 67°30'35" West for 404.62 feet thence North 38°3'54" West for 526.82 feet; thence North 63°16'27" East for 437.01 feet thence North 5°16'33" West for 345.91 feet to a point on the north line of the Northeast Quarter of said Section 25; thence continuing North 5°51'6"33" West into the Southwest Quarter of said Section 24 for 18.65 feet thence South 89°20'44" East for 356.61 feet to a point on the east line of the said point being 16.22 feet North of the Southeast Corner of the Southwest Quarter of said Section 24; thence continuing South 89°20'44" East into the Southeast Quarter of said Section 24 for 105.69 feet; thence South 0°41'09" East for 15.53 feet to the point of beginning, containing 10.22 acres, more or less, together containing 814.14 acres more or less.</p>
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Judith A. Kerstetter Trust of 2002	Sandridge Exploration and Production, LLC	11/3/2010	113-417	Comanche	W/2 SW/4 of 24-31S-20W
Judith A. Kerstetter Trust of 2002	Sandridge Exploration and Production, LLC	11/3/2010	113-417	Comanche	SE/4 SW/4 of 24-31S-20W
Donald D. Kerstetter Trust of 2002	Sandridge Exploration and Production, LLC	11/3/2010	113-421	Comanche	W/2 SW/4 of 24-31S-20W
Donald D. Kerstetter Trust of 2002	Sandridge Exploration and Production, LLC	11/3/2010	113-421	Comanche	SE/4 SW/4 of 24-31S-20W
Bernice L. Hackney	Don G. Calvin	7/19/1977	43-65 & 129-1060	Comanche	All of 17-34S-19W
Darrel W. Girk et ux.	Sandridge Exploration and Production, LLC	9/11/2008	110-761 & 114-262	Comanche	All of 5-34S-19W
Gary W. Girk et ux.	Sandridge Exploration and Production, LLC	9/11/2008	110-769 & 114-218	Comanche	All of 5-34S-19W
Bernice Faye Bayne Life Estate and Kern Bayne, et ux.	Joseph Kornfield	12/26/1978	45-515 & 130-992 & 130-1004 & 131-97 & 131-95	Comanche	SE/4 of 5-33S-19W
Virgil L. Jellison	Robert A. Clark	12/8/1974	38-362 & 130-855 & 130-852 & 130-849 & 130-846 & 130-843 & 130-840 & 130-83	Comanche	SE/4 of 4-33S-19W surface to 5480'
Virgil L. Jellison	Robert A. Clark	12/8/1974	38-362 & 130-855 & 130-852 & 130-849 & 130-846 & 130-843 & 130-840 & 130-83	Comanche	NE/4 of 5-33S-19W

Lewis Nielsen a/k/a Louis Nielsen et ux.	Interland Resources Inc.	1/7/1980	49-367	Comanche	S/2 NE/4 of 32-32S-19W, surface to 5315'
Lewis Nielsen a/k/a Louis Nielsen et ux.	Interland Resources Inc.	1/7/1980	49-367	Comanche	SE/4 of 32-32-19, surface to 5300'
Lewis Nielsen a/k/a Louis Nielsen et ux.	Interland Resources Inc.	1/7/1980	49-367	Comanche	S/2 NE/4 of 32-32-19, 5315' to 6183'
Lewis Nielsen a/k/a Louis Nielsen et ux.	Interland Resources Inc.	1/7/1980	49-367	Comanche	SE/4 of 32-32-19, 5300' to 6183'
Mabel Upton	Lear Petroleum Exploration Inc	1/10/1980	49-91	Comanche	S/2 NE/4 of 32-32-19, surface to 5315'
Mabel Upton	Lear Petroleum Exploration Inc	1/10/1980	49-91	Comanche	S/2 NE/4 of 32-32-19, 5315' to 6183'
Mabel Upton	Lear Petroleum Exploration Inc	1/10/1980	49-91	Comanche	SE/4 of 32-32-19, surface to 5300'
Mabel Upton	Lear Petroleum Exploration Inc	1/10/1980	49-91	Comanche	SE/4 of 32-32-19, 5300' to 6183''
Mobil Oil Corporation	Lear Petroleum Exploration Inc	8/25/1983	60-257	Comanche	S/2 NE/4 of 32-32-19, surface to 5315'
Exxonmobil Oil Corporation	Trans Pacific Oil Corporation	3/18/2011	117-89	Comanche	S/2 NE/4 of 32-32-19, 5315' to 6183'
Exxonmobil Oil Corporation	Trans Pacific Oil Corporation	3/18/2011	117-89	Comanche	SE/4 of 32-32-19, 5300' to 6183'
Jerry J. Ransom	Daystar Petroleum, Inc	9/4/2001	97-589	Comanche	E/2 of 18-34-19
Richard H. Phillips et ux.	Presley Petroleum, Co.	2/16/1990	74-67	Comanche	Lot 1 (40.17 AC) and SE/4 NE/4 ADA E/2 NE/4 of 6-33-18
David Cary et ux.	Vernon T. Behrendt	2/24/1988	69-661	Comanche	Lot 3 (37.15 AC), Lot 4 (37.05 AC) and E/2 SW/4 of 31-32-18
Loren L. Cronin et ux.	Presley Petroleum Co.	9/12/1989	72-187	Comanche	S/2 NE/4 and SE/4 of 31-32-18
Geneva Lousch	Vernon T. Behrendt	2/5/1988	69-665	Comanche	Lot 2 (40.12 AC), Lot 3 (40.07 AC), Lot 4 (36.97 AC), and Lot 5 (36.82 AC) of 6-33-18
Geneva Lousch	Vernon T. Behrendt	2/5/1988	69-667	Comanche	SE/4 NW/4 and SW/4 NE/4 of 6-33-18
Coldwater Canyon Ranch, LLC	T S Dudley Land Company, Inc.	7/16/2008	111-295 & 126-749	Comanche	W/2 of 26-33-18
Coldwater Canyon Ranch, LLC	T S Dudley Land Company, Inc.	7/16/2008	111-295 & 126-749	Comanche	W/2 SE/4 of 26-33-18
Margaret H. Hamor et ux.	R. D. Marcham Energy, Inc.	6/22/2005	103-573	Comanche	E/2 SE/4 of 26-33-18

Elizabeth Herrington et ux.	R. D. Marcham Energy, Inc.	6/22/2005	103-575	Comanche	E/2 SE/4 of 26-33-18
Margaret H. Hamor et ux.	Sandridge Exploration and Production, LLC	2/3/2011	114-235	Comanche	E/2 SE/4 of 26-33-18
Margaret H. Hamor et ux.	R. D. Marcham Energy, Inc.	6/22/2005	103-573	Comanche	NE/4 of 26-33-18
Elizabeth Herrington et ux.	R. D. Marcham Energy, Inc.	6/22/2005	103-575	Comanche	NE/4 of 26-33-18
Olive B. Parkin	Sandridge Exploration and Production, LLC	9/25/2008	110-643 & 113-536 & 120-285	Comanche	SW/4 of 1-31-20
Cleon Parkin	Sandridge Exploration and Production, LLC	9/25/2008	110-663 & 113-552 & 120-289	Comanche	SW/4 of 1-31-20
Olive B. Parkin	Sandridge Exploration and Production, LLC	9/25/2008	110-667 & 113-532 & 120-279	Comanche	Lot 3 (41.01 AC) and Lot 4 (41.27 AC) and S/2 of NW/4 of 1-31-20
Randall G. Eddy	American Warrior Inc.	3/24/2000	93-195	Comanche	NE/4 of 27-31-20
Randall G. Eddy	American Warrior Inc.	3/24/2000	93-203	Comanche	W/2 of SE /4 of 27-31-20
Randall G. Eddy	American Warrior Inc.	3/24/2000	93-199	Comanche	E/2 of 27-31-20
Amada Pikus et ux.	Sandridge Exploration and Production, LLC	7/28/2011	118-535	Comanche	E/2 SE/4 of 27-31-20
The Hoffman Family Trust	T S Dudley Land Company, Inc.	7/16/2008	109-607 & 110-706 & 123-437	Comanche	W/2 SE/4 of 5-34-18
The Hoffman Family Trust	T S Dudley Land Company, Inc.	7/16/2008	109-607 & 110-706 & 123-437	Comanche	SW/4 of 5-34-18
Virginia Hadley	T S Dudley Land Company, Inc.	7/21/2008	109-175 & 126-719	Comanche	NW/4 of 5-34-18
Virginia Hadley	T S Dudley Land Company, Inc.	7/21/2008	109-175 & 126-719	Comanche	NE/4 of 5-34-18
Carolyn Marie Degolyer Mathis	T S Dudley Land Company, Inc.	7/24/2008	109-391 & 111-672 & 123-473	Comanche	E/2 SE/4 of 5-34-18
Anita Fox Hidalgo et ux.	Sandridge Exploration and Production, LLC	7/24/2012	125-635	Comanche	E/2 SE/4 of 5-34-18

Leroy Zielke et ux.	J. Fred Hambright	9/14/1998	88-31	Comanche	W/2 SW/4 of 5-31-19
Leroy Zielke et ux.	J. Fred Hambright	9/14/1998	88-31	Comanche	S/2 NW/4 of 5-31-19
Leroy Zielke et ux.	J. Fred Hambright	9/14/1998	88-31	Comanche	NE/4 NW/4 of 5-31-19
Carl E. Burkhall et ux.	J. Fred Hambright	9/15/1998	88-33	Comanche	NE/4 of 5-31-19
Harold L. McKinney et ux.	J. Fred Hambright	9/15/1998	88-65	Comanche	SE/4 of 5-31-19
Harold L. McKinney et ux.	J. Fred Hambright	9/15/1998	88-65	Comanche	E/2 SW/4 of 5-31-19
Ethel L. Hunt et ux.	J. Fred Hambright	9/24/1998	88-81	Comanche	NW/4 NW/4 of 5-31-19
Michael Eugene Netahla et ux	American Land and Title Services, LLC	2/3/2010	803-432	Sumner	SW/4 of 8-34S-4W
Earl M. Marsh et ux	Chesapeake Exploration, LLC	12/16/2011	875-311	Sumner	SE/4 of 7-34S-4W
Larry Netahla et al	Sandridge Exploration and Production, LLC	12/6/2011	865-607	Sumner	NE/4 of 7-34S-4W
Janet A. Curtis et al	Sandridge Exploration and Production, LLC	12/6/2011	865-609	Sumner	NE/4 of 7-34S-4W
Nulik Farms, a Partnership	Sandridge Exploration and Production, LLC	3/27/2014	933-189	Sumner	NW/4 of 8-34S-4W
Harvest Land and Minerals Propco, LLC	Sandridge Exploration and Production, LLC	4/29/2014	932-120	Sumner	SW/4 of 8-34S-4W
Larry A. Subera	Chesapeake Exploration, LLC	7/1/2011	853-211	Sumner	NW/4 of 17-34S-4W
Larry A. Subera	Chesapeake Exploration, LLC	7/1/2011	853-211	Sumner	SW/4 of 17-34S-4W
Johnny L. Subera et ux.	Chesapeake Exploration, LLC	7/1/2011	854-142	Sumner	NW/4 of 17-34S-4W
Johnny L. Subera et ux.	Chesapeake Exploration, LLC	7/1/2011	854-142	Sumner	SW/4 of 17-34S-4W
The Paul E. Nye Trust No. 1	Chesapeake Exploration, LLC	8/18/2011	856-682	Sumner	SW/4 of 6-34S-4W
David A. Kolarik et ux.	Sandridge Exploration and Production, LLC	8/1/2011	849-162 & 943-96	Sumner	Lots 1, 2, & E/2 NW/4 of 18-34S-4W
Johnny L. Subera et ux.	Sandridge Exploration and Production, LLC	9/25/2013	922-278	Sumner	SW/4 of 7-34S-4W
Larry A. Subera	Sandridge Exploration and Production, LLC	9/25/2013	922-276	Sumner	SW/4 of 7-34S-4W



Keith Hare	CDC Interests, Inc.	11/19/2010	822-18 & 842-205	Sumner	NW/4 of 7-34S-4W, from the surface to the base of the Mississippian formation
Judith A. Kerstetter, Trustee of the Judith A. Kerstetter Trust of 2002 and the Donald D. Kerstetter Trust of 2002	Stratakan Exploration, LLC	04/10/2021	136-905	Comanche	E/2 of 25-31S-20W and S/2 of the SE/4 of 24-31S-20W
Judith A. Kerstetter, Trustee of the Judith A. Kerstetter Trust of 2002 and the Donald D. Kerstetter Trust of 2002	Stratakan Exploration, LLC	04/10/2021	136-910	Comanche	W/2 of 25-31S-20W and NW/4 of the SW/4 of 24-31S-20W and S/2 of the SW/4 of 24-31S-20W

**END OF EXHIBIT**

**EXHIBIT B**

**WELLS**

<u>Well Name</u>	<u>Surface Location</u>	<u>County</u>	<u>API Number</u>
Kerstetter 3120 1-25H	25-31S-20W	Comanche	15-033-21581-0100
Kerstetter 3120 2-25H	36-31S-20W	Comanche	15-033-21648-0100
Kerstetter 3120 3-25H	25-31S-20W	Comanche	15-033-21701-0100
Kerstetter 3120 4-25H	25-31S-20W	Comanche	15-033-21704-0100
Hackney A #1-17	17-34S-19W	Comanche	15-033-20542-0000
Bayne 3319 5-5	5-33S-19W	Comanche	15-033-21731-0001
Bayne 3-5	5-33S-19W	Comanche	15-033-20391-0000
Bayne 4-5	5-33S-19W	Comanche	15-033-20396-0000
Crosby 3318 #1-26H	26-33S-18W	Comanche	15-033-21670-0100
Edmonston #1 SWD	28-31S-20W	Comanche	15-033-21617-0000
Iris 3120 #1-1H	1-31S-20W	Comanche	15-033-21611-0100
Jellison #2-5 SWD	5-33S-19W	Comanche	15-033-20356-0001
Jellison #1-5	5-33S-19W	Comanche	15-033-20342-0000
Jellison #2-4	4-33S-19W	Comanche	15-033-21443-0000
Jellison #3-4A	4-33S-19W	Comanche	15-033-21488-0000
Jellison #3-5	5-33S-19W	Comanche	15-033-20371-0000
Jellison #4-5	5-33S-19W	Comanche	15-033-20493-0000
Leroy 3119 #1-5H	5-31S-19W	Comanche	15-033-21623-0100
Lousch A1	6-33S-18W	Comanche	15-033-20791-0001
Lousch D1	31-32S-18W	Comanche	15-033-21043-0000
Marie 3418 #1-5H	5-34S-18W	Comanche	15-033-21655-0100
Nielson Upton 1-32	32-32S-19W	Comanche	15-033-20586-0000
Nielson Upton 2-32	32-32S-19W	Comanche	15-033-20595-0000
Nielson Upton 3-32	32-32S-19W	Comanche	15-033-21574-0001
Ransom 18-1	18-34S-19W	Comanche	15-033-21268-0000
Ransom 3419 2-18H 2L	7-34S-19W	Comanche	15-033-21771-0200
Teal 3120 #1-27H	27-31S-20W	Comanche	15-033-21632-0100
Thyme 3419 #1-5H	5-34S-19W	Comanche	15-033-21672-0100
Ransom 3419 2-18H 2L	7-34S-19W	Comanche	15-033-21771-0100

Thyme 3419 #2-5H	5-34S-19W	Comanche	15-033-21715-0100
Thyme 3419 #3-5H	5-34S-19W	Comanche	15-033-21708-0100
Duke 3404 #1-8 SWD	8-34S-4W	Sumner	15-191-22729-0000
Forrest SWD 3404 #1-7 SWD	7-34S-4W	Sumner	15-191-22730-0000
Janet 3404 #1-7H	18-34S-4W	Sumner	15-191-22748-0100
Jenny 3404 #1-6H	7-34S-4W	Sumner	15-191-22738-0100
Jenny 3404 #2-18H	7-34S-4W	Sumner	15-191-22740-0100
Jenny 3404 #3-18H	7-34S-4W	Sumner	15-191-22750-0100
Murphy 3404 #1-18 SWD	18-34S-4W	Sumner	15-191-22733-0000
Subera 3404 #1-17H	8-34S-4W	Sumner	15-191-22735-0100

**END OF EXHIBIT**

**EXHIBIT C**

**SURFACE RIGHTS**

1. Special Warranty Deed (Forrest SWD 3404 #1-7), dated May 10, 2021, from Mike Kelso Oil, Inc., to Stratakan Exploration, LLC, recorded in Book 1089, Page 60, County Clerk Records, Sumner County, Kansas.
2. Special Warranty Deed (Duke SWD 3404 #1-8), dated May 10, 2021, from Mike Kelso Oil, Inc., to Stratakan Exploration, LLC, recorded in Book 1089, Page 63, County Clerk Records, Sumner County, Kansas.
3. Special Warranty Deed (Murphy SWD 3404 #1-18), dated May 10, 2021, from Mike Kelso Oil, Inc., to Stratakan Exploration, LLC, recorded in Book 1089, Page 66, County Clerk Records, Sumner County, Kansas.

**END OF EXHIBIT**

## EXHIBIT D

### EQUIPMENT/FACILITIES

<b>Well Name</b>	<b>Quantity</b>	<b>Equipment Item on Location</b>
Ransom 2-18H 1L	1	500 bbl Fiberglass Water Tank
	2	500 bbl Steel Stock Tank
	1	125 HP Centrifugal Water Transfer Pump
	1	4' x 20' Vertical Heater Treater
	1	6' x 16' Free Water Knock Out
	1	250 psi Max Working Pressure 2-Phase Seperator
	1	12 3/4" x 240" Static Mixer
	4	300 gal Chemical Tank
	2	Meter Houses
	2	TotalFlow Meter
	1	PLC Electric Panel
	1	Baker Hughes ESP Variable Speed Drive
Thyme 3-5H	1	500 bbl Fiberglass Water Tank
	2	500 bbl Steel Stock Tank
	1	25 HP Centrifugal Water Transfer Pump
	1	4' x 20' Vertical Heater Treater
	1	72" x 180" Free Water Knock Out
	1	250 psi Max Working Pressure 2-Phase Seperator
	2	Meter House
	1	TotalFlow Meter
	1	300 gal Chemical Tank
	1	PLC Electric Panel
	1	Baker Hughes ESP Variable Speed Drive
Thyme 2-5H	1	C640-365-168TL Pumping Unit
	1	50 HP Electric Motor
	1	50 HP Variable Speed Drive
	3	300 gal Chemical Tank
	1	120 gal Chemical Tank
	1	500 bbl Fiberglass Water Tank
	2	500 bbl Steel Stock Tank
	1	25 HP Centrifugal Water Transfer Pump
	1	4' x 20' Vertical Heater Treater
	1	72" x 180" Free Water Knock Out
	1	250 psi Max Working Pressure 2-Phase Seperator
	1	12" x 20' Static Mixer
	2	Meter House
	1	TotalFlow Meter
	1	PLC Electric Panel

**EXHIBIT D (CONTINUED)**

<b>Well Name</b>	<b>Quantity</b>	<b>Equipment Item on Location</b>
Thyme 1-5H	1	456-256-120 Pumping Unit
	1	40/30/20 HP Electric Motor
	1	Lufkin Pump Off Controller
	2	120 gal Chemical Tank
	2	300 gal Chemical Tank
	2	300 bbl Fiberglass Water Tank
	4	300 bbl Steel Stock Tank
	1	25 HP Centrifugal Water Transfer Pump
	1	4' x 20' Vertical Heater Treater
	1	74" x 180" Free Water Knock Out
	1	250 psi Max Working Pressure 2-Phase Seperator
	1	12 3/4" x 240" Static Mixer
	2	Meter House
	1	TotalFlow Meter
	1	PLC Electric Panel
Ransom 18-1	1	24" x 10' 500 psi Max Working Pressure 2-Phase Seperator
	1	15' x 5' Fiberglass Open Top Water Tank
Hackney 1-17	1	15' x 5' Fiberglass Open Top Water Tank
	1	10' x 15' Shotgun Tank
	1	12' x 10' Steel Stock Tank
	1	450 psi Max Working Pressure 3-Phase Seperator
Nielson-Upton 2-32	1	30" x 10' 125 psi 2-Phase Seperator
	1	TotalFlow Meter
	1	300 bbl Steel Stock Tank
Nielson-Upton 3-32	1	300 bbl Fiberglass Water Tank
	1	300 bbl Steel Stock Tank
	1	48" x 240" Vertical Heater Treater
	1	250 psi Max Working Pressure 2-Phase Seperator
	1	Arrow C-96 Natural Gas Engine
	1	Sentry CH114D Pumping Unit
	1	48" x 10' Horizontal Heated Seperator
	1	Arrow C-66 Natural Gas Engine
	1	WellMaster Electric Meter Panel

**EXHIBIT D (CONTINUED)**

<b>Well Name</b>	<b>Quantity</b>	<b>Equipment Item on Location</b>
Nielson-Upton 1-32	1	E-160D Type Pumping Unit
	1	Arrow C-96 Natural Gas Engine
	2	Meter House
	1	200 gal Chemical Tank
	3	300 bbl Steel Stock Tank
	1	12' x 10' Fiberglass Water Tank
	1	6' x 15' Vertical Heater Treater
	2	500 psi Max Working Pressure 2-Phase Seperator
	1	16" x 10' 2" 3-Phase Seperator
	2	Scribe Gas Meter
Jellison 3-4A	1	160-169C-64 Pumping Unit
	1	20 HP Electric Motor
	1	PumpMaster Pump Control Box
Jellison 2-4	1	Meter House
	1	Scribe Gas Meter
	1	125 psi Max Working Pressure 2-Phase Seperator
	1	12' x 10' Fiberglass Water Tank
	1	Sentry CH114D Pumping Unit
	1	15 HP Electric Motor
	1	Form H20 Wellguard Control Panel
Jellison 4-5	1	C160D-200-74 Pumping Unit
	1	Arrow C-96 Natural Gas Engine
Jellison 2-5	1	Wellhead Only
Jellison 1-5	1	114D Pumping Unit
	1	National Natural Gas Engine
	2	300 bbl Steel Stock Tank
	2	15' x 5' Fiberglass Open Top Water Tank
	1	6' x 15' Vertical Heater Treater
	1	125 psi Max Working Pressure 2-Phase Seperator
	1	Meter House
	1	Scribe Gas Meter
Jellison 3-5	1	CH114D Pumping Unit
	1	C-96 Natural Gas Engine
Bayne 4-5	1	114 Big M Pumping Unit
	1	15 HP Electric Motor
	1	60 Hz Wellguard Control Panel

**EXHIBIT D (CONTINUED)**

<b>Well Name</b>	<b>Quantity</b>	<b>Equipment Item on Location</b>
Bayne 3-5	2	300 bbl Steel Stock Tank
	1	15' x 5' Fiberglass Open Top Water Tank
	1	Meter House
	1	Scribe Gas Meter
	1	48" x 20' Vertical Heater Treater
	1	30" x 10' 125 psi 2-Phase Seperator
	1	C114D-143-64 Pumping Unit
	Bayne 5-5	1
1		300 bbl Steel Stock Tank
1		30HP Centrifugal Water Transfer Pump
1		PLC Electric Panel / Pump Master Panel
1		4' x 20' Vertical Heater Treater
1		30" x 120" 250 psi Max Working Pressure 2-Phase Seperator
1		48" x 10' Horizontal Heated Seperator
1		Meter House
1		TotalFlow Meter
Lousch 'A' 1	3	12' x 10' Fiberglass Water Tank
	3	24" x 10' 500 psi Max Working Pressure 2-Phase Seperator
	2	Meter House
	3	Scribe Gas Meter
Lousch 'D' 1	1	24" x 10' 500 psi Max Working Pressure 2-Phase Seperator
	1	12' x 10' Fiberglass Water Tank
	1	Meter House
	1	Scribe Gas Meter
	1	15 HP Electric Motor
	1	CH114D Pumping Unit
Marie 3418 1-5H	2	300 bbl Fiberglass Water Tank
	4	300 bbl Steel Stock Tank
	1	125 HP Centrifugal Water Transfer Pump
	1	48" x 240" Vertical Heater Treater
	1	72" x 180" Free Water Knock Out
	1	250 psi Max Working Pressure 2-Phase Seperator
	2	300 gal Chemical Tank
	1	120 gal Chemical Tank
	2	Meter House
	1	TotalFlow Meter
	1	PLC Variable Speed Drive
	1	PLC Electric Panel



**EXHIBIT D (CONTINUED)**

<b>Well Name</b>	<b>Quantity</b>	<b>Equipment Item on Location</b>
Crosby 1-26H	2	300 bbl Fiberglass Water Tank
	4	300 bbl Steel Stock Tank
	1	125 HP Centrifugal Water Transfer Pump
	1	4' x 20' Vertical Heater Treater
	1	72" x 180" 3-Phase Seperator
	1	250 psi Max Working Pressure 2-Phase Seperator
	1	120 gal Chemical Tank
	1	300 gal Chemical Tank
	1	PLC Variable Speed Drive
	1	PLC Electric Panel
	2	Meter House
Kerstetter 4-25H	2	300 bbl Fiberglass Water Tank
	4	300 bbl Steel Stock Tank
	2	125 HP Centrifugal Water Transfer Pump
	1	4' x 20' Vertical Heater Treater
	1	72" x 130" 3-Phase Seperator
	1	30" x 120" 250 psi Max Working Pressure 2-Phase Seperator
	2	300 gal Chemical Tank
	2	Meter House
	1	PLC Variable Speed Drive
	1	PLC Electric Panel
Kerstetter 2-25H	2	300 bbl Fiberglass Water Tank
	4	300 bbl Steel Stock Tank
	1	4' x 20' Vertical Heater Treater
	1	72" x 180" 3-Phase Seperator
	1	250 psi Max Working Pressure 2-Phase Seperator
	1	12 3/4" x 240" Static Mixer
	1	535 gal Chemical Tank
	2	300 gal Chemical Tank
	2	Meter House
	1	TotalFlow Meter
	1	PLC Electric Panel

**EXHIBIT D (CONTINUED)**

<b>Well Name</b>	<b>Quantity</b>	<b>Equipment Item on Location</b>
<b>Kerstetter 3-25H</b>	1	300 bbl Fiberglass Water Tank
	3	300 bbl Steel Stock Tank
	1	4' x 20' Vertical Heater Treater
	1	72" x 180" Free Water Knock Out
	1	30" x 10' 250 psi Max Working Pressure 2-Phase Seperator
	2	Meter House
	1	PLC Electric Panel
	1	Baker Hughes ESP Variable Speed Drive
	1	300 gal Chemical Tank
<b>Kerstetter 1-25H</b>	2	300 gal Chemical Tank
	1	120 gal Chemical Tank
	2	300 bbl Fiberglass Water Tank
	4	300 bbl Steel Stock Tank
	1	30 HP Centrifugal Water Transfer Pump
	1	48" x 240" Vertical Heater Treater
	1	96" x 192" 3-Phase Seperator
	1	250 psi Max Working Pressure 2-Phase Seperator
	2	Meter House
	2	TotalFlow Meter
	1	PLC Electric Panel
<b>Teal 1-27H</b>	2	300 bbl Fiberglass Water Tank
	4	300 bbl Steel Stock Tank
	1	30 HP Centrifugal Water Transfer Pump
	1	4' x 20' Vertical Heater Treater
	1	72" x 180" Free Water Knock Out
	2	30" x 10' 250 psi Max Working Pressure 2-Phase Seperator
	1	PLC Electric Panel
	1	300 gal Chemical Tank
	2	Meter House
	2	TotalFlow Meter
<b>Edmonston 1 SWD</b>	1	400 bbl Fiberglass Water Tank

**EXHIBIT D (CONTINUED)**

<b>Well Name</b>	<b>Quantity</b>	<b>Equipment Item on Location</b>
Leroy 1-5H	2	300 bbl Fiberglass Water Tank
	4	300 bbl Steel Stock Tank
	1	125 HP Centrifugal Water Transfer Pump
	1	4' x 20' Vertical Heater Treater
	1	72" x 180" Free Water Knock Out
	1	30" x 10' 250 psi Max Working Pressure 2-Phase Separator
	1	12 3/4" x 240" Static Mixer
	2	300 gal Chemical Tank
	1	200 gal Chemical Tank
	1	120 gal Chemical Tank
	1	Baker Hughes ESP Variable Speed Drive
	1	PLC Variable Speed Drive
	1	PLC Electric Panel
	1	Wellmark Chemical Pump
	1	Meter House
	1	TotalFlow Meter
Iris 1-1H	2	300 bbl Fiberglass Water Tank
	4	300 bbl Steel Stock Tank
	1	125 HP Centrifugal Water Transfer Pump
	1	4' x 20' Vertical Heater Treater
	1	48" x 120" 250 psi Max Working Pressure CO2 Separator
	1	72" x 180" 3-Phase Separator
	1	250 psi Max Working Pressure 2-Phase Separator
	1	Meter House
	1	TotalFlow Meter
	1	PLC Variable Speed Drive
	1	PLC Electric Panel

**EXHIBIT D (CONTINUED)**

<b>Well Name</b>	<b>Quantity</b>	<b>Equipment Item on Location</b>
Forrest SWD		
Jenny 3404 1-6H		
Jenny 3404 2-18H		
Jenny 3404 3-18H		
	1	4' x 20' Vertical Heater Treater
	1	8' x 16' 250 psi Max Working Pressure Free Water Knockout
	1	30" x 120" 250 psi Max Working Pressure 2-Phase Separator
	2	500 bbl Fiberglass Water Tank
	6	500 bbl Steel Stock Tank
	3	125 HP Centrifugal Water Transfer Pump
	3	PLC Variable Speed Drive
	1	PLC Electric Panel
	1	96" x 16' Free Water Knockout
	1	8' x 16' 250 psi Max Working Pressure Free Water Knockout
	2	30" x 10' 250 psi Max Working Pressure 2-Phase Separator
	3	300 gal Chemical Tank
	3	120 gal Chemical Tank
	5	TotalFlow Meter
	3	Baker Hughes ESP Variable Speed Drive
	3	167 Transformers
Murphy SWD		
Janet 3404 1-7H		
	1	American D456F-21 Pumping Unit
	1	40 HP Electric Motor
	1	SPOC Automation Ironhorse Drive
	1	500 bbl Fiberglass Water Tank
	4	500 bbl Steel Stock Tank
	1	125 HP Centrifugal Water Transfer Pump
	2	96" x 16' Free Water Knockout
	1	4' x 20' Vertical Heater Treater
	1	30" x 10' 250 psi Max Working Pressure 2-Phase Separator
	2	TotalFlow Meter
	1	300 gal Chemical Tank
	1	120 gal Chemical Tank
	1	PLC Variable Speed Drive
	1	PLC Electric Panel

**EXHIBIT D (CONTINUED)**

<b>Well Name</b>	<b>Quantity</b>	<b>Equipment Item on Location</b>
Duke SWD		
Subera 3404 1-17H	1	500 bbl Fiberglass Water Tank
	2	500 bbl Steel Stock Tank
	1	4' x 20' Vertical Heater Treater
	2	8' x 16' 250 psi Max Working Pressure Free Water Knockout
	2	30" x 10' 250 psi Max Working Pressure 2-Phase Separator
	2	125 HP Centrifugal Water Transfer Pump
	2	PLC Variable Speed Drive
	1	PLC Electric Panel
	1	Baker Hughes ESP Variable Speed Drive
	1	120 gal Chemical Tank

**EXHIBIT E**  
**CONTRACTS**

1. Gas Purchase Contract, dated October 1, 2011, by and between [REDACTED], and DCP Midstream, LP, as amended by the Amendment to Gas Purchase Contract, dated effective as of June 1, 2014, and as amended by the Amendment to Gas Purchase Contract, dated effective as of December 1, 2014.
2. Gas Purchase Agreement, dated March 1, 2016, by and between ONEOK Field Services Company, LLC, and Sandridge Exploration & Production LLC.
3. Gas Purchase Agreement, dated May 1, 2017, by and between Targa Pipeline Mid-Continental Westok LLC and Mike Kelso Oil, Inc., as amended by the Amendment to Gas Purchase Agreement, dated effective as of December 1, 2017, and as amended by the Amendment to Gas Purchase Agreement, dated effective as of September 1, 2019.

**END OF EXHIBIT**

**OPERATING AGREEMENT**

THIS AGREEMENT, entered into by and between APEX RESOURCES LLC, hereinafter designated and referred to as "Operator", and the signatory party or parties other than Operator, sometimes hereinafter referred to individually herein as "Non-Operator", and collectively as "Non-Operators".

**WITNESSETH:**

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A," and the parties hereto have reached an agreement to explore and develop these Leases and/or Oil and Gas Interests for the production of Oil and Gas to the extent and as hereinafter provided,

NOW, THEREFORE, it is agreed as follows:

**ARTICLE I.  
DEFINITIONS**

As used in this agreement, the following words and terms shall have the meanings here ascribed to them:

A. The term "AFE" shall mean an Authority for Expenditure prepared by a party to this agreement for the purpose of estimating the costs to be incurred in conducting an operation hereunder.

B. The term "Completion" or "Complete" shall mean a single operation intended to complete a well as a producer of Oil and Gas in one or more Zones, including, but not limited to, the setting of production casing, perforating, well stimulation and production testing conducted in such operation.

C. The term "Contract Area" shall mean all of the lands, Oil and Gas Leases and/or Oil and Gas Interests intended to be developed and operated for Oil and Gas purposes under this agreement. Such lands, Oil and Gas Leases and Oil and Gas Interests are described in Exhibit "A."

D. The term "Deepen" shall mean a single operation whereby a well is drilled to an objective Zone below the deepest Zone in which the well was previously drilled, or below the Deepest Zone proposed in the associated AFE, whichever is the lesser.

E. The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in and pay its share of the cost of any operation conducted under the provisions of this agreement.

F. The term "Drilling Unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a Drilling Unit is not fixed by any such rule or order, a Drilling Unit shall be the drilling unit as established by the pattern of drilling in the Contract Area unless fixed by express agreement of the Drilling Parties.

G. The term "Drillsite" shall mean the Oil and Gas Lease or Oil and Gas Interest on which a proposed well is to be located.

H. The term "Initial Well" shall mean the well required to be drilled by the parties hereto as provided in Article VI.A.

I. The term "Non-Consent Well" shall mean a well in which less than all parties have conducted an operation as provided in Article VI.B.2.

J. The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects not to participate in a proposed operation.

K. The term "Oil and Gas" shall mean oil, gas, casinghead gas, gas condensate, and/or all other liquid or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is specifically stated.

L. The term "Oil and Gas Interests" or "Interests" shall mean unleased fee and mineral interests in Oil and Gas in tracts of land lying within the Contract Area which are owned by parties to this agreement.

M. The terms "Oil and Gas Lease," "Lease" and "Leasehold" shall mean the oil and gas leases or interests therein covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.

N. The term "Plug Back" shall mean a single operation whereby a deeper Zone is abandoned in order to attempt a Completion in a shallower Zone.

O. The term "Recompletion" or "Recomplete" shall mean an operation whereby a Completion in one Zone is abandoned in order to attempt a Completion in a different Zone within the existing wellbore.

P. The term "Rework" shall mean an operation conducted in the wellbore of a well after it is Completed to secure, restore, or improve production in a Zone which is currently open to production in the wellbore. Such operations include, but are not limited to, well stimulation operations but exclude any routine repair or maintenance work or drilling, Sidetracking, Deepening, Completing, Recompleting, or Plugging Back of a well.

Q. The term "Sidetrack" shall mean the directional control and intentional deviation of a well from vertical so as to change the bottom hole location unless done to straighten the hole or drill around junk in the hole to overcome other mechanical difficulties.

R. The term "Zone" shall mean a stratum of earth containing or thought to contain a common accumulation of Oil and Gas separately producible from any other common accumulation of Oil and Gas.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the word "person" includes natural and artificial persons, the plural includes the singular, and any gender includes the masculine, feminine, and neuter.

**ARTICLE II.  
EXHIBITS**

The following exhibits, as indicated below and attached hereto, are incorporated in and made a part hereof:

- X   A. Exhibit "A," shall include the following information:
  - (1) Description of lands subject to this agreement,
  - (2) Restrictions, if any, as to depths, formations, or substances,
  - (3) Parties to agreement with addresses and telephone numbers for notice purposes,
  - (4) Percentages or fractional interests of parties to this agreement,
  - (5) Oil and Gas Leases and/or Oil and Gas Interests subject to this agreement,
  - (6) Burdens on production.
- ~~\_\_\_\_\_~~ B. Exhibit "B," Form of Lease.
- X   C. Exhibit "C," Accounting Procedure.
- X   D. Exhibit "D," Insurance.
- ~~\_\_\_\_\_~~ E. Exhibit "E," Gas Balancing Agreement.
- X   F. Exhibit "F," Non-Discrimination and Certification of Non-Segregated Facilities.
- ~~\_\_\_\_\_~~ G. Exhibit "G," Tax Partnership.
- X   H. Other: Recording Supplement

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IN WITNESS WHEREOF, this agreement shall be effective as of the 20<sup>th</sup> day of NOVEMBER

2023

~~\_\_\_\_\_~~, who has prepared and circulated this form for execution, represents and warrants that the form was printed from and, with the exception(s) listed below, is identical to the AAPL Form 610-1989 Model Form Operating Agreement, as published in computerized form by Forms On-A-Disk, Inc. No changes, alterations, or modifications, other than those made by strikethrough and/or insertion and that are clearly recognizable as changes in Articles \_\_\_\_\_, have been made to the form.

**ATTEST OR WITNESS:**

**OPERATOR**

Apex Resources LLC

  
Juan Alejandro



COLIN WICKMAN  
Type or print name

Title PARTNER

Date 11/20/2023

Tax ID or S.S. No. \_\_\_\_\_

**NON-OPERATORS**

By \_\_\_\_\_

\_\_\_\_\_  
Type or print name

Title \_\_\_\_\_

Date \_\_\_\_\_

Tax ID or S.S. No. \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Type or print name

Title \_\_\_\_\_

Date \_\_\_\_\_

Tax ID or S.S. No. \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Type or print name

Title \_\_\_\_\_

Date \_\_\_\_\_

Tax ID or S.S. No. \_\_\_\_\_



ACKNOWLEDGMENTS

Note: The following forms of acknowledgment are the short forms approved by the Uniform Law on Notarial Acts. The validity and effect of these forms in any state will depend upon the statutes of that state.

Individual acknowledgment:

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on

\_\_\_\_\_ by \_\_\_\_\_

(Seal, if any)

\_\_\_\_\_  
Title (and Rank)

My commission expires: \_\_\_\_\_

Acknowledgment in representative capacity:

State of Texas )  
 ) ss.  
County of Dallas )

This instrument was acknowledged before me on

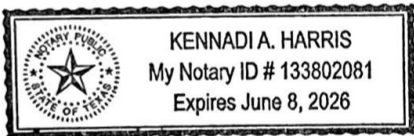
22<sup>nd</sup> of November 2023 by Colin Wickman as  
Partner of Apex resources LLC

(Seal, if any)

Kennadi A. Harris

Title (and Rank) Notary

My commission expires: 06/08/2026



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A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1989

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IN WITNESS WHEREOF, this agreement shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_,

~~\_\_\_\_\_ who has prepared and circulated this form for execution, represents and warrants that the form was printed from and, with the exception(s) listed below, is identical to the AAPL Form 610-1989 Model Form Operating Agreement, as published in computerized form by Forms On A Disk, Inc. No changes, alterations, or modifications, other than those made by strikethrough and/or insertion and that are clearly recognizable as changes in Articles \_\_\_\_\_, have been made to the form.~~

ATTEST OR WITNESS:

OPERATOR

Apex Resources LLC

By \_\_\_\_\_

\_\_\_\_\_  
Type or print name

Title \_\_\_\_\_

Date \_\_\_\_\_

Tax ID or S.S. No. \_\_\_\_\_

NON-OPERATORS

SILVER STONE ENERGY PARTNERS,

*Chad T. McNear*

By CHAD T. MCNEAR

\_\_\_\_\_  
Type or print name

Title \_\_\_\_\_

Date \_\_\_\_\_

Tax ID or S.S. No. \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Type or print name

Title \_\_\_\_\_

Date \_\_\_\_\_

Tax ID or S.S. No. \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Type or print name

Title \_\_\_\_\_

Date \_\_\_\_\_

Tax ID or S.S. No. \_\_\_\_\_

