

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 AND BILL OF SALE AND ASSUMPTION AND INDEMNITY AGREEMENT

This Assignment and Bill of Sale and Assumption and Indemnity Agreement (this “Assignment”) is among Citation 1987-II Investment LLC, a Delaware Limited Liability Company, Citation 2004 Investment LLC, a Delaware limited liability company, and Citation Oil & Gas Corp., a Delaware corporation (collectively hereinafter referred to as “Assignor”), whose collective address is 14077 Cutten Road, Houston, TX 77069-2212, and Shawn D. Evans, Inc., d/b/a Ace Oil Company, and Ace Lease Service, Inc. (collectively hereinafter referred to as “Assignee”), whose collective address is 18529 Walters Road, Russell, Kansas 67665, and is made effective as of 7:00 a.m., January 1, 2024 (the “Effective Time”).

RECITALS

WHEREAS, Assignor has agreed to transfer, and Assignee has agreed to acquire, all of Assignor’s rights and interests, together with all duties, obligations and liabilities, in respect of certain oil and gas properties and other assets hereinafter described; and

WHEREAS, as part of the consideration for the sale of such oil and gas properties to Assignee, Assignee has agreed to the assumption and indemnities set forth in this Assignment.

NOW, THEREFORE for and in consideration of the premises and other good and valuable consideration, Assignor and Assignee hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Capitalized terms used in this Assignment and not otherwise defined shall have the meanings given to such terms in Annex A attached hereto.

Section 1.2 Interpretation. When a reference is made in this Assignment to any Annex, Section or Exhibit, such reference will be to an Annex, Section or Exhibit to this Assignment unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Assignment, they will be deemed to be followed by the words “without limitation.” Unless the context otherwise requires, (a) words in the singular include the plural and vice versa, (b) the words “herein,” “hereof,” “hereby,” “hereunder” and words of similar nature refer to this Assignment as a whole and not to any particular subdivision unless expressly so limited, and (c) the use in this Assignment of a pronoun in reference to a party hereto or other person includes the masculine, feminine or neuter, as the context may require. The Annex, as well as all Exhibits hereto, will be deemed part of this Assignment and included in any reference to this Assignment.

ARTICLE II ASSIGNMENT OF ASSETS

Section 2.1 Assignment. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, assigns and transfers unto Assignee of all of Assignor’s right, title and interest in and to the following, excluding the Excluded Assets (subject to such exclusion, individually, an “Asset,” and collectively, the “Assets”):

(a) (i) the oil and gas leases described in **Exhibit A**, but expressly excluding the Excluded Assets (collectively, the “Leases”), (ii) the mineral fee interests, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests and

reversionary interests described in **Exhibit A** and any other such interests owned by Assignor and relating to lands covered by the Leases, but expressly excluding the Excluded Assets, (collectively, the “Mineral Interests”), and (iii) all communitization, unitization, or pooling agreements or orders in effect with respect to any of the Leases or Wells, and the units created thereby, but expressly excluding the Excluded Assets (collectively, the “Unit Interests”), in each case, limited to the interval(s) specified on Exhibit A;

(b) all oil and gas wells (whether or not producing, non-producing, plugged and abandoned or otherwise) located on the lands covered by or attributable to the Leases and/or Unit Interests (excluding the Excluded Assets, collectively and including the wells set forth on **Exhibit B**, the “Wells” and the Leases, Unit Interests and Wells being collectively referred to hereinafter as the “Properties”);

(c) all production facilities, power lines, power poles, structures, tubular goods, well equipment, lease equipment, production equipment, pipelines, inventory, improvements and all other personal property, fixtures and facilities, including any pits or other waste collection or disposal facilities or other areas, to the extent (and only to the extent) primarily used in connection with the Properties (excluding the Excluded Assets, collectively, the “Facilities”);

(d) to the extent assignable, all permits and licenses granted by any Governmental Authority in connection with the ownership or operation of the Properties or Facilities;

(e) all easements, rights-of-way, surface fee interests and other surface use agreements to the extent (and only to the extent) primarily used in connection with the ownership or operation of the Properties or the Facilities, including those described in **Exhibit C** (excluding the Excluded Assets, collectively, the “Surface Contracts”), such rights to be non-exclusive and shared with Assignor to the extent necessary for Assignor to access the Excluded Assets;

(f) all oil, gas and other hydrocarbons (“Hydrocarbons”) produced from or after the Effective Time and attributable to the Properties;

(g) all contracts and agreements, to the extent (and only to the extent) directly related to the properties, interests and other items described in any of the foregoing sub-sections of this Section 2.1 or sub-sections 2.1(h) or 2.1(i) below (including for the transportation, handling, storage, collection, treatment, decontamination, processing or disposal of tubulars, equipment or other items utilized in respect of the Properties and any waste material, fluid or other substance arising out of any activities in respect of the Properties, and including those crude oil sales contracts described in **Exhibit D**) (excluding the Excluded Assets, collectively, the “Asset Contracts”);

(h) all gas or pipeline imbalances relating to the Properties, if any; and

(i) all original records, files, contracts, orders, maps, and data that relate to any of the properties, interests and other items described in any other sub-section of this Section 2.1, to the extent (and only to the extent) the foregoing is in the possession of Assignor or its Affiliates (excluding the Excluded Assets, collectively, the “Files”).

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject, however, to all the terms and conditions of this Assignment.

Section 2.2 Excluded and Reserved Assets. The Assets shall not include, and Assignor hereby reserves and retains, the Excluded Assets.

ARTICLE III DISCLAIMERS

Section 3.1 Disclaimers and Subrogation of Warranties and Representations.

(a) WITH RESPECT TO THE ASSETS AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY (i) THE PARTIES ACKNOWLEDGE AND AGREE THAT ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED AND (ii) ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES (AND ASSIGNEE WAIVES ANY CLAIM FOR) ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY

OR IN WRITING) TO ASSIGNEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING, WITHOUT LIMITATION, ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY OFFICER, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES OR ANY OTHER PERSON).

(b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES (AND ASSIGNEE WAIVES ANY CLAIM FOR) ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (i) TITLE TO ANY OF THE ASSETS, (ii) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION RELATING TO THE ASSETS, (iii) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (iv) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (v) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (vi) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (vii) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (viii) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE, ITS AFFILIATES OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (ix) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT.

(c) ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES (AND ASSIGNEE WAIVES ANY CLAIM FOR) (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, (v) ANY CLAIMS BY ASSIGNEE FOR DAMAGES BECAUSE OF REDHIBITORY VICIS OR DEFECTS, WHETHER KNOWN OR UNKNOWN AS OF THE EFFECTIVE TIME OR THE DATE HEREOF AND (vi) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW; IT BEING THE EXPRESS INTENTION OF BOTH ASSIGNEE AND ASSIGNOR THAT THE ASSETS SHALL BE CONVEYED TO ASSIGNEE IN THEIR PRESENT CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, AND THAT ASSIGNEE HAS MADE OR SHALL MAKE PRIOR TO THE DATE HEREOF SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

(d) ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES (AND ASSIGNEE WAIVES ANY CLAIM FOR) ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS ASSIGNMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY. ASSIGNEE SHALL BE DEEMED (i) TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS," AND WITH ALL FAULTS, FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION AND (ii) TO HAVE MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

(e) ASSIGNOR AND ASSIGNEE AGREE THAT THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 3.1 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

Section 3.2 Subrogation. Assignor hereby transfers and assigns unto Assignee, its successors and assigns, all of its right, title and interest under and by virtue of all warranties pertaining to the Assets, express or implied (including, without limitation, title warranties and manufacturers', suppliers' and contractors' warranties), that have heretofore been made by any of Assignor's predecessors in title (excluding Assignor and any Affiliate of Assignor) or by any Third Party manufacturers, suppliers and contractors. This Assignment is made with full substitution and subrogation in and to all of the warranties that Assignor has or may have against predecessors in title (other than any Affiliate of Assignor) and with full subrogation of all rights accruing under the applicable statutes of limitations and all rights and actions of warranty against all former owners of the Assets (other than any Affiliate of Assignor).

ARTICLE IV ASSUMPTION AND INDEMNIFICATION

Section 4.1 Assumption. Assignee hereby assumes and agrees to promptly pay, perform and discharge all Liabilities attributable or in any way related to the Assets, regardless (in each case) of whether such Liabilities arose prior to, on or after the Effective Time (whether actual or alleged, known or unknown and whether arising by Law, contract, in equity or otherwise) including:

- (a) (whether arising by Law or by contract) all Liabilities relating to the obligation to properly plug and abandon all Wells and dismantle, decommission or remove all personal property, fixtures and related equipment now located on the land covered by or attributable to the Properties or other Assets or hereafter placed thereon, and all Liabilities relating to obligations to cleanup and restore such lands, and all obligations in respect of the transportation, handling, storage, collection, treatment, decontamination, processing or disposal of tubulars, equipment or other items utilized in respect of the Properties and any waste material, fluid or other substance arising out of any activities in respect of the Properties, with the specific understanding that this Assignment constitutes an agreement to accept responsibility for the plugging of the Wells pursuant to Kan. Stat. Ann. § 55-179(b)(3);
- (b) subject to section 5.2, all Liabilities for Taxes, including ad valorem Taxes, attributable to the Assets or any Hydrocarbons produced therefrom or processed in association therewith;
- (c) all Liabilities attributable to the Assets arising from, attributable to or alleged to be arising from or attributable to, a violation of or the failure to perform any obligation imposed by any Environmental Law;
- (d) all Liabilities relating to the obligation to settle any gas or pipeline imbalances with respect to the Assets;
- (e) all Liabilities for the payment of revenues attributable to co-working interests and royalties, overriding royalties and other burdens on production (in each case) related to the Assets, including the proper distribution, accounting and reporting of suspended funds;
- (f) all Liabilities under each Lease, Surface Contract and/or Asset Contract; and
- (g) all Liabilities resulting from prior spills and leaks located on the Assets.

All such assumed Liabilities described above in this Section 4.1 being hereinafter collectively referred to as the "Assumed Obligations."

Section 4.2 Indemnification. Effective as of the date hereof, Assignee hereby defends, indemnifies and holds harmless Assignor and its Affiliates and their respective members, partners, employees, agents and representatives from and against any and all Liabilities caused by, arising from or attributable to the Assumed Obligations. The indemnities contained in this Section 4.2 shall survive without time limit.

Section 4.3 Negligence and Fault. THE DEFENSE, INDEMNIFICATION AND HOLD HARMLESS OBLIGATIONS SET FORTH IN THIS ASSIGNMENT SHALL ENTITLE THE INDEMNITEES WITH RESPECT THERETO TO SUCH DEFENSE,

INDEMNIFICATION AND HOLD HARMLESS HEREUNDER IN ACCORDANCE WITH THE TERMS HEREOF, REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH OBLIGATION IS THE RESULT OF: (a) STRICT LIABILITY, (b) THE VIOLATION OF ANY LAW OR DUTY BY ANY INDEMNITEE OR BY A PRE-EXISTING CONDITION OR (c) THE SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE OF ANY INDEMNITEE.

ARTICLE V CERTAIN COVENANTS

Section 5.1 Revenues and Expenses.

(a) Assignor shall be entitled to all of the rights of ownership attributable to the Assets including the right to all production, proceeds of production and other proceeds attributable to the period of time prior to the Effective Time. Assignor shall remain responsible for all Property Expenses attributable to the period of time prior to the Effective Time. Assignee shall be entitled to all of the rights of ownership attributable to the Assets, including the right to all production, proceeds of production and other proceeds from and after the Effective Time. Assignee shall be responsible for all Property Expenses from and after the Effective Time. All Property Expenses that are: (i) incurred with respect to operations conducted or production prior to the Effective Time shall be paid by or allocated to Assignor; and (ii) incurred with respect to operations conducted or production from and after the Effective Time shall be paid by or allocated to Assignee. For avoidance of doubt, any oil production sold by Assignee which was produced on the Assets prior to the Effective Time, Assignor and Assignee agree on the following: At the Effective Time the volume of all oil contained in applicable storage tanks above the load level connection shall be multiplied by the applicable price for which the applicable production from the Assets was sold most recently prior to the Effective Time by Assignor.

(b) Within one-hundred twenty (120) days after the Effective Time, Assignor shall prepare a final settlement statement setting forth the amounts owed by Assignor to Assignee and by Assignee to Assignor in accordance with this Assignment and Section 5.1 (a) showing the final calculation of the net amount due. Within five (5) business days after such date of delivery of such final settlement statement, Assignee shall pay to Assignor, or Assignor shall pay to Assignee, in immediately available funds, the net amount due ("Final Settlement"). However, in advance of Final Settlement, if any party receives proceeds of production belonging to the other party, the party entitled to said proceeds shall maintain the ability to request the receiving party to pay the proper party within five business days after the end of the month in which such amounts were received. If such a request is made by either party, the Parties agree to deliver said proceeds in accordance with this Section 5.1 (b).

(c) Following final settlement pursuant to Section 5.1(b), If any party receives or discovers monies belonging to another party pursuant to Section 5.1(a), including proceeds of production, then such amount shall, within five business days after the end of the month in which such amounts were received, be paid by the receiving party to the proper party. If any party that pays monies for Property Expenses which are the obligation of another party pursuant to Section 5.1(a) such paying party shall be reimbursed by the party responsible for such obligation pursuant to Section 5.1(a) no later than within five business days after the end of the month in which the applicable invoice and proof of payment of such invoice were received by such responsible party. If any party receives an invoice of an expense or obligation which is owed by another party, such party receiving the invoice shall promptly forward such invoice to the party who is obligated to pay the invoice pursuant to Section 5.1(a). If an invoice or other evidence of an obligation is received by a party, which is partially an obligation of both Assignor and Assignee, then the parties shall consult with each other, and each shall promptly pay its portion of such obligation. After the Effective Time, each party shall be entitled to participate in all joint interest audits and other audits of Property Expenses for which such party is entirely or in part responsible under the terms of this Section 5.1.

(d) Assignor's obligations set forth in this Section 5.1 shall survive until the 24 month anniversary date of the Effective Time and thereafter shall be of no further force or effect except with respect to any bona fide claim brought by Assignee for any breach by Assignor of this Section 5.1 prior to such expiration date

Section 5.2 Allocation of Taxes. Assignor shall assume responsibility for, and shall bear and pay, all Asset Taxes assessed with respect to the ownership and operation of the Assets

for any period ending prior to the Effective Time. All Asset Taxes with respect to the ownership or operation of the Assets arising on or after the Effective Time shall be allocated to and borne by Assignee. Assignor shall pay to the applicable Governmental Authorities, all severance Taxes applicable to Hydrocarbons produced from and attributable to the Assets prior to the Effective Time, and Assignee shall pay to the applicable Governmental Authorities, all severance Taxes applicable to Hydrocarbons produced from and attributable to the Assets from and after the Effective Time.

Section 5.3 Prohibition Against Certain Actions. Assignee agrees not to take any action or fail to take any action that would cause any Third Party to pursue any claim against Assignor with respect to any of the Assets or the Assumed Obligations.

ARTICLE VI MISCELLANEOUS

Section 6.1 Governing Law. THIS ASSIGNMENT AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION. ALL OF THE PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE COURTS OF THE STATE OF TEXAS FOR ANY ACTION ARISING OUT OF THIS ASSIGNMENT. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.

Section 6.2 Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 6.3 Notices. All notices and communications to be made or required or permitted under this Assignment shall be in writing and shall be given or made by delivery in person, by electronic mail (provided that the acknowledgment of the receipt of such e-mail is requested and received, excluding automatic responses, with the receiving Person affirmatively obligated to promptly acknowledge receipt when received), or sent by overnight courier (providing proof of delivery) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 6.3):

If to Assignor:

Citation 1987-II Investment LLC
Citation 2004 Investment LLC
c/o Citation Oil & Gas Corp.
Attn: Mathew G. Thompson,
Senior Vice President – Business Development and Land
Telephone: (281) 891-1080

If to Assignee:

Shawn D. Evans, Inc
d/b/a Ace Oil Company
Attn: Shawn Evans,
President
Telephone: (785) 324-0502

Any notice given in accordance with this Section 6.3 shall be deemed to have been given only when delivered to the addressee in person, or by courier, during normal business hours on a business day (or if delivered or transmitted after normal business hours on a business day or on a day other than a business Day, then on the next business day), or upon actual receipt by the addressee during normal business hours on a business day after such notice has either been delivered to an overnight courier or deposited in the United States Mail or sent by e-mail transmission (provided that delivery of such e-mail is confirmed by written confirmation), as the case may be (or if delivered after normal business hours on a business day or on a day other than

a business day, then on the next business day). A party may, by notice to the other party, change the address to which such notices are to be given.

Section 6.4 Files. Assignor shall make available for pickup by Assignee Files within 90 days following the Effective Time to Assignor. Assignor and Assignee shall coordinate a mutually agreeable pick time and date at Assignors midland office location. Assignee agrees to retain originals of the Files for a period not less than three years from the Effective Time, and Assignee agrees to allow Assignor access to such Files for review and copying during normal business hours upon reasonable notice at any time during such retention period.

Section 6.5 Further Assurances. From time to time after the Effective Time, Assignor and Assignee shall each execute, acknowledge and deliver to the other such further instruments and take such other action as may be reasonably requested in order to accomplish more effectively the purposes of the transactions contemplated by this Assignment, including assurances that Assignee is financially capable of performing any indemnification required hereunder. Assignee shall obtain and maintain, for so long as Assignee owns an interest in the Assets, all bonds, security and other financial assurance as may be required by any Governmental Authority in connection with Assignee's ownership or operation of the Assets. Assignee shall be responsible for recording and filing documents associated with the transfer of the Assets to it and for all costs, taxes, and fees associated therewith, including filing the assignments with appropriate federal, state and local Governmental Authorities as required by applicable Law. Assignee shall also be responsible for the payment of any and all stamp, documentary, real property transfer, sales, gross receipts, use or similar taxes or assessments resulting from its acquisition of the Assets contemplated by this Assignment. As soon as practicable after recording or filing, Assignee shall furnish Assignor with all recording data and evidence of all required filings, including those in the applicable parishes. Assignee shall also be responsible for obtaining all consents, including customary post-closing consents, applicable to the transaction contemplated hereunder and all costs and fees associated therewith.

Section 6.6 Counterparts. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

Section 6.7 Savings Clause. In the event any term of this Assignment is determined to be illegal, void, or unenforceable by a Court of competent jurisdiction, the remaining terms of this Assignment shall remain and the Assignment shall be construed as though the illegal, void, or unenforceable provision has been stricken from the Assignment.

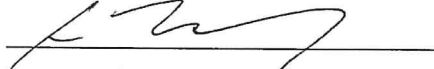
[SIGNATURE PAGE FOLLOWS]

EXECUTED as of the date of the parties' acknowledgements below, but delivered and effective as of the Effective Time.

ASSIGNOR:

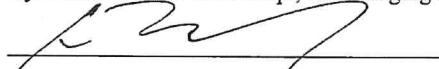
CITATION 1987-II INVESTMENT LLC

By: Citation Oil & Gas Investments LLC, its sole member
By: Citation Oil & Gas Corp., its managing member

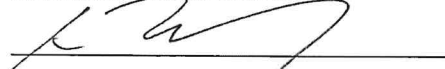

By: Mathew G. Thompson *ACE*
Title: Senior Vice President – Business Development and Land

CITATION 2004 INVESTMENT LLC

By: Citation Oil & Gas Investments LLC, its sole member
By: Citation Oil & Gas Corp., its managing member



By: Mathew G. Thompson *ACE*
Title: Senior Vice President – Business Development and Land

CITATION OIL & GAS CORP.



By: Mathew G. Thompson *ACE*
Title: Senior Vice President – Business Development and Land

ASSIGNEE:

**SHAWN D. EVANS, INC.
D/B/A ACE OIL COMPANY**

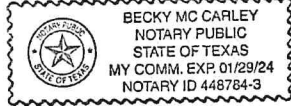

By: Shawn D. Evans
Title: President

ACE LEASE SERVICE, INC.


By: Shawn D. Evans
Title: President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

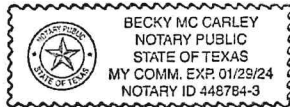
The foregoing instrument was acknowledged before me on this 5TH day of JANUARY, 2024, by MATHEW G THOMPSON as SR VICE PRESIDENT of Citation Oil & Gas Corp., a Delaware corporation, on behalf of said corporation as the managing member of Citation Oil & Gas Investments LLC, a Delaware limited liability company and sole member of Citation 1987-II Investment LLC, a Delaware limited liability company.



[Signature]
Notary Public in and for
the State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

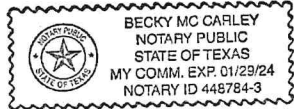
The foregoing instrument was acknowledged before me on this 5TH day of JANUARY, 2024, by MATHEW G THOMPSON as SR VICE PRESIDENT of Citation Oil & Gas Corp., a Delaware corporation, on behalf of said corporation as the managing member of Citation Oil & Gas Investments LLC, a Delaware limited liability company and sole member of Citation 2004 Investment LLC, a Delaware limited liability company.



[Signature]
Notary Public in and for
the State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 5TH day of JANUARY, 2024, by MATHEW G THOMPSON, as SR VICE PRESIDENT of Citation Oil & Gas Corp., a Delaware corporation, on behalf of said corporation.



[Signature]
Notary Public in and for
the State of Texas

STATE OF Kansas §
§
COUNTY OF Russell §

The foregoing instrument was acknowledged before me on this 5th day of January, 2024, by Shawn Evans, President of Shawn D. Evans, Inc., d/b/a Ace Oil Company, on behalf of said company.

[Signature]
Notary Public in and for
the State of Kansas

STATE OF Kansas §
§
COUNTY OF Russell §



The foregoing instrument was acknowledged before me on this 5th day of January, 2024, by Shawn Evans, President of Ace Lease Service, Inc., on behalf of said company.

[Signature]
Notary Public in and for
the State of Kansas



Annex A – Defined Terms

Defined Terms. The following terms shall have the meanings set forth below:

“**Affiliate**” shall mean any Person that, directly or indirectly, through one or more entities, controls, is controlled by or is under common control with the Person specified. For the purpose of the immediately preceding sentence, the term “control” and its syntactical variants mean the power to direct or cause the direction of the management of such Person, whether through the ownership of voting securities, by contract, agency or otherwise.

“**Asset Contracts**” has the meaning given such term in Section 2.1(g).

“**Asset Taxes**” shall mean ad valorem, property, excise, sales, use, severance, production or similar Taxes (including any interest, fine, penalty or additions to Tax imposed by a Governmental Authority in connection with such Taxes) based upon operation or ownership of the Assets or the production of Hydrocarbons therefrom. Notwithstanding the foregoing, Asset Taxes shall not include: (a) income, capital gains, franchise Taxes and similar Taxes; and (b) transfer Taxes.

“**Assets**” has the meaning given such term in Section 2.1.

“**Assignee**” has the meaning given such term in the introductory paragraph of this Assignment.

“**Assignment**” has the meaning given such term in the introductory paragraph of this Assignment.

“**Assignor**” has the meaning given such term in the introductory paragraph of this Assignment.

“**Assumed Obligations**” has the meaning given such term in Section 4.1 of this Assignment.

“**Effective Time**” has the meaning given such term in the introductory paragraph of this Assignment.

“**Environmental Laws**” shall mean applicable federal and state statutes and regulations and applicable local statutes, regulations and/or ordinances (in each case, as the same have been amended) to protect human health and the environment, including the Clean Air Act, the Clean Water Act, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Occupational Safety and Health Act of 1970, the Resource Conservation and Recovery Act of 1976, the Safe Drinking Water Act, the Toxic Substances Control Act and the Oil Pollution Act of 1990. The term “**Environmental Laws**” shall also include all amendments to any of the foregoing.

“**Excluded Assets**” shall mean (1) all of Assignor’s corporate minute books, financial and income Tax records and other business records that relate to Assignor’s business generally (including the ownership and operation of the Assets); (2) all (i) trade credits, accounts receivables, note receivables, take-or-pay receivables and all other receivables, proceeds, income or revenues attributable to the Assets with respect to any period of time prior to the Effective Time and (ii) liens and security interest of Assignor or its Affiliates, whether choate or inchoate, under any Law or contract to the extent (and only to the extent) arising from or relating to the ownership, operation or sale or other disposition of any Asset prior to the Effective Time and securing obligations for which Assignor or its Affiliates remains owed payment from a Third Party; (3) all rights, claims and causes of action (including warranty and similar claims, indemnity claims and defenses) of Assignor or any of its Affiliates to the extent such rights, claims, and causes of action relate to any of the Assets and are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (4) all rights and interests relating to the Assets (i) under any existing policy or agreement of insurance, (ii) under any bond or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property prior to the Effective Time; (5) all Hydrocarbons produced from the Assets with respect to all periods prior to the Effective Time; (6) all claims of Assignor or its Affiliates for refunds of or loss carry forwards with respect to (i) any Taxes attributable to the Assets, in each case, paid by Assignor or its Affiliates attributable to any period prior to the Effective Time, or (ii) any Taxes attributable to the Excluded Assets; (7) all personal computers, related network equipment and associated peripherals; (8) all of Assignor’s proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (9) all documents and instruments of Assignor that may be protected by an attorney-client privilege (other than title related materials such as title opinions); (10) all data that cannot be disclosed to Assignees as a result of confidentiality arrangements under agreements

with Third Parties; (11) all audit rights arising under any of the (i) Asset Contracts or otherwise with respect to any period prior to the Effective Time except with respect to the imbalances covered by subsection 2.1(h) of the definition of “Assets” or (ii) with respect to the other Excluded Assets; (12) all non-proprietary seismic data of Assignor or its Affiliates relating to the Assets; (13) documents prepared or received by Assignor or its Affiliates or their representatives with respect to (i) lists of prospective purchasers for the Assets, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by Assignor or its Affiliates of any bids submitted by any prospective purchaser, (iv) correspondence between or among Assignor, its representatives, and/or any prospective purchaser other than Assignee, and (v) correspondence between Assignor and/or any of its respective representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by this Assignment; (14) any offices, office leases and any office furniture, office supplies or other property (other than the Files) located in or on such offices excluded and/or office leases; (15) any master service agreements, blanket agreements or similar agreements; (16) all email correspondence; and (17) copies of all Files.

“**Facilities**” has the meaning given such term in Section 2.1(c).

“**Files**” has the meaning given such term in Section 2.1(i).

“**Governmental Authority**” shall mean any federal, state, local or foreign government or any court of competent jurisdiction, regulatory or administrative agency, commission or other governmental authority.

“**Hydrocarbons**” has the meaning given such term in Section 2.1(f) of this Assignment.

“**Law**” shall mean any applicable statute, law, rule, regulation, ordinance, order, code, ruling, writ, injunction, decree or other official act of or by any Governmental Authority.

“**Leases**” has the meaning given such term in Section 2.1(a).

“**Liabilities**” shall mean any and all obligations, duties, claims, causes of actions, payments, charges, judgments, assessments, liabilities, losses, damages, penalties, fines, costs and expenses, including any attorneys’ fees, legal or other expenses incurred in connection therewith and including liabilities, costs, losses and damages for personal injury, illness or death or damage to or loss of (including loss of use of) property or any natural resources.

“**Person**” shall mean an individual, corporation, partnership, association, trust, limited liability company or any other entity or organization, including government or political subdivisions or an agency, unit or instrumentality thereof.

“**Properties**” has the meaning given such term in Section 2.1(b).

“**Property Expenses**” shall mean all operating and capital expenses incurred in the ordinary course of business and attributable to the ownership or operation of the Assets; provided that Property Expenses shall not include Liabilities attributable to: (a) personal injury or death, property damage or violation of any Law; (b) obligations to plug wells and dismantle or decommission facilities; (c) the remediation of, or any other Liability with respect to, any environmental condition under applicable Environmental Laws; (d) obligations with respect to any gas or pipeline imbalances; or (e) obligations to pay working interests, royalties, overriding royalties or other interest owners’ revenues or proceeds attributable to sales of Hydrocarbons relating to the Assets, including those held in suspense.

“**Surface Contracts**” has the meaning given such term in Section 2.1(e).

“**Taxes**” shall mean any taxes, assessments and other governmental charges imposed by any Governmental Authority, including net income, gross income, profits, gross receipts, alternative or add-on minimum, ad valorem, property, transfer, real property transfer, value added, sales, use, environmental, excise, withholding, social security, unemployment, disability, payroll, fuel, excess profits, windfall profit, severance, estimated or other tax, including any interest, penalty or addition thereto.

“**Third Party**” shall mean any Person other than any Assignor or any Assignee or an Affiliate of any of Assignor or any of Assignee.

“**Unit Interests**” has the meaning given such term in Section 2.1(a).

“**Wells**” has the meaning given such term in Section 2.1(b).

Exhibit A

Attached to and made a part of that certain Assignment and Bill of Sale and Assumption and Indemnity Agreement dated effective as of 7:00 a.m., January 1, 2024, by and among Citation 1987-II Investment LLC, Citation 2004 Investment LLC and Citation Oil & Gas Corp., collectively as Assignor, and Shawn D. Evans, Inc., d/b/a Ace Oil Company, and Ace Lease Service, Inc., collectively as Assignee.

Agreement Class	Agreement Number	Lessor	Lessee	Agreement Date	Book	Page	Recording Date	Agreement Legal	State	County	Type
Lease/Deed	LKS000012-000	GOTTFRIED KNOLL AND BARBARA KNOLL	CASEY JONES	7/24/1951	44	200	8/21/1951	T10S-R25W SEC 14: S2NW	KS	GRAHAM	FEE LEASE
Lease/Deed	LKS000013-000	F J PFIEFER AND CATHERINE PFIEFER	CASEY JONES	9/1/1951	K	24	12/21/1951	T10S-R25W SEC 15: NE	KS	GRAHAM	FEE LEASE
Lease/Deed	LKS000014-000	JOHN SCHREINER & BEATA SCHREINER	D L SOMERS	2/27/1967	50	159	12/10/1968	T10S-R25W SEC 15: NENE	KS	GRAHAM	FEE LEASE
Lease/Deed	LKS000015-000	CLARA SCHREINER	D L SOMERS	3/1/1968	50	161	12/10/1968	T10S-R25W SEC 15: NENE	KS	GRAHAM	FEE LEASE
Lease/Deed	LKS000016-000	CARL KNOLL & MARY KNOLL	CASEY JONES	7/31/1951	44	187	8/21/1951	T10S-R25W SEC 15: S2NW	KS	GRAHAM	FEE LEASE
Lease/Deed	LKS000017-000	JOHN SCHREINER & BEATA SCHREINER	D I SOMERS	10/3/1956	61	139	10/13/1956	T10S-R25W SEC 15: N2NW	KS	GRAHAM	FEE LEASE
Lease/Deed	LKS000018-000	ALEX KNOLL & JOSEPHINE KNOLL	CASEY JONES	7/18/1954	56	21	11/19/1954	T10S-R25W SEC 10: SE	KS	GRAHAM	FEE LEASE
Lease/Deed	LKS000019-000	MARY DINKEL	CASEY JONES	9/6/1955	56	463	9/26/1955	T10S-R25W SEC 10: SW	KS	GRAHAM	FEE LEASE
Lease/Deed	LKS000020-000	RAYMOND B GAREY AND GRACE GAREY	WOOD RIVER OIL & REFINING CO	4/6/1954	53	506	4/10/1954	T10S-R25W SEC 9: SE	KS	GRAHAM	FEE LEASE
Lease/Deed	LKS000022-000	JOE A RIEDEL & CLARA, ET AL	CASEY JONES	8/20/1954	59	263	6/27/1956	T10S-R25W SEC 9: NE	KS	GRAHAM	FEE LEASE
Lease/Deed	LKS000023-000	JOE ROME & ELIZABETH ROME	MARION W CHIPMON	9/29/1955	56	469	9/30/1955	T10S-R25W SEC 10: NW	KS	GRAHAM	FEE LEASE
Lease/Deed	LKS000024-000	ALEX KNOLL & JOSEPHINE KNOLL	CASEY JONES	6/29/1951	44	142	7/10/1951	T10S-R25W SEC 10: E2NE T10S-R25W SEC 10: W2NE	KS	GRAHAM	FEE LEASE
Lease/Deed	LKS000025-000	PETER SAUER & MARY SAUER ET AL	EUGENE G COOMBS	5/24/1958	67	551-556	8/8/1958	T10S-R25W SEC 14: N2NW	KS	GRAHAM	FEE LEASE
Lease/Deed	LKS000027-000	JOSEPH KUHN & BARBARA KUHN	O A HUNSICKER	10/22/1951	44	313	11/8/1951	T10S-R25W SEC 3: S2SW	KS	GRAHAM	FEE LEASE
Lease/Deed	LKS000061-001	JOE A RIEDEL ET AL TRUSTEES	D L SOMERS	8/15/1951	45	334	11/24/1951	T10S-R25W SEC 9: NW	KS	GRAHAM	FEE LEASE
Lease/Deed	LKS000061-002	JOE A RIEDEL ET UX ET AL	D L SOMERS	8/18/1951	44	527	11/24/1951	T10S-R25W SEC 9: NW	KS	GRAHAM	FEE LEASE
Lease/Deed	LKS000066-001	CLARA NOONAN	CITATION 1987-II INVESTMENT LP	5/14/1998	190	65		T10S-R25W SEC 10: SW T10S-R25W SEC 14: N2NW	KS	GRAHAM	DEED-MIN/ROY
Lease/Deed	LKS000149-000	ARLENE MARIE SCHEULER ET AL	YORK STATE OIL CO INC	10/30/1946	118	225	10/10/1946	T20S-R12W SEC 24: E2SE T20S-R12W SEC 24: E2W2SE T20S-R12W SEC 24: W2W2SE	KS	BARTON	FEE LEASE
Lease/Deed	LKS000154-000	FRANK PETZ ET UX	S M ANDERSON	3/4/1930	30	78	3/5/1930	T20S-R11W SEC 7: NE	KS	BARTON	FEE LEASE
Lease/Deed	LKS000160-000	ADAM J HUMMEL ET UX	EMMETT J BAUER	2/11/1970	22	332	2/17/1970	T21S-R24W SEC 31: S2SW	KS	HODGEMAN	FEE LEASE
Lease/Deed	LKS000164-000	CHARLES M SMITH ET AL	J FRED HAMBRIGHT INC	11/7/2001	55	144	11/19/2001	T23S-R23W SEC 1: NW	KS	HODGEMAN	FEE LEASE
Lease/Deed	LKS000166-000	RICHARD K RUSSELL	JACKFORK LAND INC	11/9/2005	190	72	2/3/2006	T25S-R13W SEC 21: E2 T25S-R13W SEC 27: NW	KS	STAFFORD	FEE LEASE
Lease/Deed	LKS000167-001	MARTHA BORDEWICK ET AL	PHILLIPS PETROLEUM COMPANY	8/30/1950	30	353	10/26/1950	T22S-R14W SEC 1: NE	KS	STAFFORD	FEE LEASE
Lease/Deed	LKS000167-002	J F DARBY ET UX	PHILLIPS PETROLEUM COMPANY	11/8/1950	30	419	12/16/1950	T22S-R14W SEC 1: NE	KS	STAFFORD	FEE LEASE
Lease/Deed	LKS000168-000	LENA DRACH	THOS H ALLAN AND THE COOPERATIVE REFINER	5/26/1958	43	159	1/12/2001	T21S-R12W SEC 26: N2SW T21S-R12W SEC 26: S2NW	KS	STAFFORD	FEE LEASE
Lease/Deed	LKS000169-001	PAUL S MCMILLAN ET UX	E E MCBRIDE	3/23/1949	28	93	4/27/1949	T22S-R14W SEC 13: W2NW	KS	STAFFORD	FEE LEASE

Exhibit A

Attached to and made a part of that certain Assignment and Bill of Sale and Assumption and Indemnity Agreement dated effective as of 7:00 a.m., January 1, 2024, by and among Citation 1987-II Investment LLC, Citation 2004 Investment LLC and Citation Oil & Gas Corp., collectively as Assignor, and Shawn D. Evans, Inc., d/b/a Ace Oil Company, and Ace Lease Service, Inc., collectively as Assignee.

Agreement Class	Agreement Number	Lessor	Lessee	Agreement Date	Book	Page	Recording Date	Agreement Legal	State	County	Type
Lease/Deed	LKS000169-002	LEON G VOORHEES ET UX	PHILLIPS PETROLEUM COMPANY	5/11/1951	33	559	6/20/1951	T22S-R14W SEC 13: W2NW	KS	STAFFORD	FEE LEASE
Lease/Deed	LKS000176-001	JACOB E SIEFKES ET UX	THE COOPERATIVE REFINERY ASSOCIATION	4/22/1955	40	229	5/9/1955	T21S-R12W SEC 34: NE	KS	STAFFORD	FEE LEASE
Lease/Deed	LKS000176-002	E J GORDON ET AL	THE COOPERATIVE REFINERY ASSOCIATION	12/2/1955	40	303	12/13/1955	T21S-R12W SEC 34: NE	KS	STAFFORD	FEE LEASE
Lease/Deed	LKS000177-000	LORIN E THOMAS	MUSGROVE PETROLEUM CORP	10/25/1955	O-58	43	10/26/1956	T31S-R1W SEC 18: SE T31S-R1W SEC 18: W2NE	KS	SUMNER	FEE LEASE
Lease/Deed	LKS000182-000	BARBARA M BELSLEY ET AL	JACK RATHBONE	4/11/1957	O-58	563	5/2/1957	T31S-R2W SEC 13: NE	KS	SUMNER	FEE LEASE
Lease/Deed	LKS000208-000	C J MOORE ET AL	SKELLY OIL COMPANY	7/26/1930	2	230	8/26/1930	T27S-R11W SEC 25: SW	KS	PRATT	FEE LEASE
Lease/Deed	LKS000212-000	NANCY HANSHEW ET AL	SUNRAY OIL CORPORATION	6/3/1949	M13	167	8/18/1949	T21S-R16W SEC 27: SESWSW T21S-R16W SEC 34: SWNWNW	KS	PAWNEE	FEE LEASE
Lease/Deed	LKS000218-000	ROBERT KEENER AND SHELLY J OELKERS	J FRED HAMBRIGHT INC	4/8/2004	146	902	6/28/2004	T17S-R19W SEC 5: SW	KS	RUSH	FEE LEASE
Lease/Deed	LKS000220-000	V D WAGONRE ET UX	A P BRANN	4/22/1958	12	199		T31S-R1W SEC 18: E2SW	KS	SUMNER	FEE LEASE
Lease/Deed	LKS000221-000	PEARL TREKELL ET AL	FRED NIXON	10/17/1956	O-58	195	12/22/1950	T31S-R1W SEC 19: NE T31S-R1W SEC 19: NW	KS	SUMNER	FEE LEASE
Lease/Deed	LKS000222-000	FRANK E LITTLER	ALBERT M AUSTIN	11/1/1966	82	220	11/10/1966	T17S-R19W SEC 6: N2SE T17S-R19W SEC 8: W2NW	KS	RUSH	FEE LEASE
Lease/Deed	LKS000223-000	LEWIS W RALSTIN ET UX	WOOLSEY PETROLEUM CORPORATION	8/6/1991	20	351	9/6/1991	T28S-R20W SEC 12: E2E2 T28S-R20W SEC 12: S2SW T28S-R20W SEC 12: SWSE	KS	KIOWA	FEE LEASE
Lease/Deed	LKS000224-000	J P MORAN ET UX	ALBERT M AUSTIN	11/1/1966	82	222	11/10/1966	T17S-R19W SEC 6: S2SE	KS	RUSH	FEE LEASE
Lease/Deed	LKS000225-000	LEWIS W RALSTIN ET UX	WOOLSEY PETROLEUM CORPORATION	2/7/1991	20	311	2/27/1991	T28S-R19W SEC 18: NW T28S-R19W SEC 7: NW T28S-R19W SEC 7: SW T28S-R20W SEC 13: E2NW T28S-R20W SEC 13: NE	KS	KIOWA	FEE LEASE
Lease/Deed	LKS000237-000	SKELLY OIL COMPANY	KANSAS SHALLOW LTD	3/22/1974	144	77	5/6/1974	T27S-R10W SEC 20: S2SW	KS	KINGMAN	FEE LEASE
Lease/Deed	LKS000238-000	JACK MEYERS ET AL	FRANK M BROOKS	3/3/1973	138	119	3/28/1973	T27S-R10W SEC 20: S2SW T27S-R10W SEC 29: N2NW	KS	KINGMAN	FEE LEASE

Exhibit A

Attached to and made a part of that certain Assignment and Bill of Sale and Assumption and Indemnity Agreement dated effective as of 7:00 a.m., January 1, 2024, by and among Citation 1987-II Investment LLC, Citation 2004 Investment LLC and Citation Oil & Gas Corp., collectively as Assignor, and Shawn D. Evans, Inc., d/b/a Ace Oil Company, and Ace Lease Service, Inc., collectively as Assignee.

Agreement Class	Agreement Number	Lessor	Lessee	Agreement Date	Book	Page	Recording Date	Agreement Legal	State	County	Type
Lease/Deed	LKS000250-000	RJ GERSTNER	CITATION OIL & GAS CORP	2/1/2016	276	31	8/15/2016	T10S-R25W SEC 10: E2NE T10S-R25W SEC 10: NW T10S-R25W SEC 10: SE T10S-R25W SEC 10: SW T10S-R25W SEC 10: W2NE T10S-R25W SEC 14: N2NW T10S-R25W SEC 14: S2NW T10S-R25W SEC 15: N2NW T10S-R25W SEC 15: NE T10S-R25W SEC 15: NENE T10S-R25W SEC 15: S2NW T10S-R25W SEC 3: S2SW T10S-R25W SEC 9: NE T10S-R25W SEC 9: NW T10S-R25W SEC 9: SE	KS	GRAHAM	DEED-MIN/ROY
Lease/Deed	LKS000251-000	WENDELIN GERSTNER	CITATION OIL & GAS CORP	2/1/2016	276	918	10/17/2016	T10S-R25W SEC 10: E2NE T10S-R25W SEC 10: NW T10S-R25W SEC 10: SE T10S-R25W SEC 10: SW T10S-R25W SEC 10: W2NE T10S-R25W SEC 14: N2NW T10S-R25W SEC 14: S2NW T10S-R25W SEC 15: N2NW T10S-R25W SEC 15: NE T10S-R25W SEC 15: NENE T10S-R25W SEC 15: S2NW T10S-R25W SEC 3: S2SW T10S-R25W SEC 9: NE T10S-R25W SEC 9: NW T10S-R25W SEC 9: SE	KS	GRAHAM	DEED-MIN/ROY

Exhibit A

Attached to and made a part of that certain Assignment and Bill of Sale and Assumption and Indemnity Agreement dated effective as of 7:00 a.m., January 1, 2024, by and among Citation 1987-II Investment LLC, Citation 2004 Investment LLC and Citation Oil & Gas Corp., collectively as Assignor, and Shawn D. Evans, Inc., d/b/a Ace Oil Company, and Ace Lease Service, Inc., collectively as Assignee.

Agreement Class	Agreement Number	Lessor	Lessee	Agreement Date	Book	Page	Recording Date	Agreement Legal	State	County	Type
Lease/Deed	LKS000252-000	JOSEPH P GERSTNER	CITATION OIL & GAS CORP	9/13/2016	276	598	9/28/2016	T10S-R25W SEC 10: W2NE T10S-R25W SEC 14: N2NW T10S-R25W SEC 14: S2NW T10S-R25W SEC 15: N2NW T10S-R25W SEC 15: NE T10S-R25W SEC 15: NENE T10S-R25W SEC 15: S2NW T10S-R25W SEC 3: S2SW T10S-R25W SEC 9: NE T10S-R25W SEC 9: NW T10S-R25W SEC 9: SE T10S-R25W SEC 10: E2NE T10S-R25W SEC 10: NW T10S-R25W SEC 10: SE T10S-R25W SEC 10: SW	KS	GRAHAM	DEED-MIN/ROY
Lease/Deed	LKS000264-001	ESTATE OF ALFRED J GERSTNER	CITATION OIL & GAS CORPORATION	5/20/2019	286	528	6/17/2019	T10S-R252 SEC 9: SE T10S-R25W SEC 10: ALL T10S-R25W SEC 14: NWNW T10S-R25W SEC 14: S2NW T10S-R25W SEC 15: N2 T10S-R25W SEC 3: S2SW T10S-R25W SEC 9: N2SE	KS	GRAHAM	DEED-MIN/ROY
Lease/Deed	LKS000264-002	THE LEO J DREILING REV TRUST, JOSEPH A HESS, DENNIS L BIEKER, DONALD F HOFFMAN TRUSTEES	CITATION OIL & GAS CORPORATION	5/26/2021	286	528		T10S-R252 SEC 9: SE T10S-R25W SEC 10: ALL T10S-R25W SEC 14: NWNW T10S-R25W SEC 14: S2NW T10S-R25W SEC 15: N2 T10S-R25W SEC 3: S2SW T10S-R25W SEC 9: N2SE	KS	GRAHAM	DEED-MIN/ROY
Lease/Deed	LKS000264-003	CAROLINE KLAUS	CITATION 1987-II INVESTMENT LP	2/1/2017	281	30	11/6/2017	T10S-R25W SEC 10: ALL T10S-R25W SEC 14: NWNW T10S-R25W SEC 14: S2NW T10S-R25W SEC 15: N2 T10S-R25W SEC 3: S2SW T10S-R25W SEC 9: N2SE T10S-R25W SEC 9: SE	KS	GRAHAM	DEED-MIN/ROY
Lease/Deed	LKS000270-000	JOHN HERDT	CITATION OIL & GAS CORP	2/4/2020	621	70	2/28/2020	T20S-R11W SEC 7: NE	KS	BARTON	DEED-MIN/ROY

Exhibit B

Attached to and made a part of that certain Assignment and Bill of Sale and Assumption and Indemnity Agreement dated effective as of 7:00 a.m., January 1, 2024, by and among Citation 1987-II Investment LLC, Citation 2004 Investment LLC and Citation Oil & Gas Corp., collectively as Assignor, and Shawn D. Evans, Inc., d/b/a Ace Oil Company, and Ace Lease Service, Inc., collectively as Assignee.

CD-FLD-DESCRIPTION	Well Name	API #	State	County
ANSON SOUTHEAST	ANSON EAST UNIT B 1-01	15-191-11555	KS	SUMNER
ANSON SOUTHEAST	ANSON EAST UNIT B 2-02	15-191-11546	KS	SUMNER
ANSON SOUTHEAST	ANSON EAST UNIT B 2-04	15-191-11548	KS	SUMNER
ANSON SOUTHEAST	ANSON EAST UNIT B 2-05	15-191-11549	KS	SUMNER
ANSON SOUTHEAST	ANSON EAST UNIT B 3-02	15-191-11554	KS	SUMNER
ANSON SOUTHEAST	ANSON EAST UNIT B 3-W1 INJ	15-191-10030	KS	SUMNER
ANSON SOUTHEAST	ANSON EAST UNIT B 4-01	15-191-10032	KS	SUMNER
TREKELL	ANSON SOUTH UNIT B 1-02	15-191-12201	KS	SUMNER
TREKELL	ANSON SOUTH UNIT B 2-W02 INJ	15-191-10034	KS	SUMNER
TREKELL	ANSON SOUTH UNIT B 3-01	15-191-12170	KS	SUMNER
TREKELL	ANSON SOUTH UNIT B 3-02	15-191-12280	KS	SUMNER
ANSON SOUTHEAST	ANSON WEST UNIT B 1-01	15-191-00145	KS	SUMNER
ANSON SOUTHEAST	ANSON WEST UNIT B 1-02	15-191-22209	KS	SUMNER
ANSON SOUTHEAST	ANSON WEST UNIT B 2-01A	15-191-10028	KS	SUMNER
ANSON SOUTHEAST	ANSON WEST UNIT B 2-02	15-191-12455	KS	SUMNER
ANSON SOUTHEAST	ANSON WEST UNIT B 4-01	15-191-12479	KS	SUMNER
ANSON SOUTHEAST	ANSON WEST UNIT B 7-W01 INJ	15-191-10139	KS	SUMNER
HAMPTON	BALDWIN SWD SYSTEM D-01	15-165-20119	KS	RUSH
BATES	BATES UNIT B 1-01	15-191-30172	KS	SUMNER
BATES	BATES UNIT B 1-02	15-191-30171	KS	SUMNER
BATES	BATES UNIT B 1-04	15-191-30182	KS	SUMNER
BATES	BATES UNIT B 2-W1 INJ	15-191-30145	KS	SUMNER
BATES	BATES UNIT B 3-02	15-191-30144	KS	SUMNER
BATES	BATES UNIT B 3-03	15-191-30196	KS	SUMNER
BATES	BATES UNIT B 3-04	15-191-21393	KS	SUMNER
BATES	BATES UNIT B 4-01	15-191-30177	KS	SUMNER
BATES	BATES UNIT B 4-02	15-191-30178	KS	SUMNER
BATES	BATES UNIT B 4-05	15-191-21794	KS	SUMNER
BATES	BATES UNIT B 4-W03 INJ	15-191-19032	KS	SUMNER
BATES	BATES UNIT B 5-03	15-191-21096	KS	SUMNER
BATES	BATES UNIT B 5-04	15-191-21356	KS	SUMNER
BATES	BATES UNIT B 5-05	15-191-22195	KS	SUMNER
BATES	BATES UNIT B 5-W02 INJ	15-191-20026	KS	SUMNER
ANSON SOUTHEAST	BELSLEY AB 001	15-191-00044	KS	SUMNER
CURTIS	BORD SWD SYSTEM D-01	15-185-12394	KS	STAFFORD
CURTIS	BORDEWICK 10	15-185-23800	KS	STAFFORD
CURTIS	BORDEWICK 2	15-185-10911	KS	STAFFORD
CURTIS	BORDEWICK 3	15-185-10912	KS	STAFFORD
CURTIS	BORDEWICK 6	15-185-10915	KS	STAFFORD
CURTIS	BORDEWICK 9	15-185-23404	KS	STAFFORD
CHASE SILICA	BRYANT POOL SWD D-02	15-009-19128	KS	BARTON
OPPY SOUTH	CLIFTON BB 001	15-083-30013	KS	HODGEMAN
OPPY SOUTH	CLIFTON BB W-04 INJ	15-083-30079	KS	HODGEMAN
NORTH MAX	DRACH A 1	15-185-12432	KS	STAFFORD
NORTH MAX	DRACH A 2	15-185-20810	KS	STAFFORD
NORTH MAX	DRACH A 5	15-185-21070	KS	STAFFORD
NORTH MAX	DRACH A 6	15-185-22878	KS	STAFFORD
ELRICK	ELRICK UNIT 6-0 SWD	15-065-90128	KS	GRAHAM
ELRICK	ELRICK UNIT 7-1	15-065-03238	KS	GRAHAM
ELRICK	ELRICK UNIT 11-3	15-065-03280	KS	GRAHAM
ELRICK	ELRICK UNIT 14-1	15-065-03231	KS	GRAHAM
GREENWAY	FOOS SWD SYSTEM D-01	15-165-20363	KS	RUSH

Exhibit B

Attached to and made a part of that certain Assignment and Bill of Sale and Assumption and Indemnity Agreement dated effective as of 7:00 a.m., January 1, 2024, by and among Citation 1987-II Investment LLC, Citation 2004 Investment LLC and Citation Oil & Gas Corp., collectively as Assignor, and Shawn D. Evans, Inc., d/b/a Ace Oil Company, and Ace Lease Service, Inc., collectively as Assignee.

CD-FLD-DESCRIPTION	Well Name	API #	State	County
SCHWINDT	GREENWAY A 001	15-165-20316	KS	RUSH
SCHWINDT	GREENWAY A 003	15-165-20412	KS	RUSH
LARNED	HANSHEW A 001	15-145-00788	KS	PAWNEE
DRACH	HITZ D-01	15-185-11168	KS	STAFFORD
DRACH	HITZ 2	15-185-11169	KS	STAFFORD
DRACH	HITZ 3	15-185-11170	KS	STAFFORD
DRACH	HITZ 4	15-185-11171	KS	STAFFORD
DRACH	HITZ 5	15-185-22276	KS	STAFFORD
HUMMEL	HUMMEL BB 001	15-083-20161	KS	HODGEMAN
HUMMEL	HUMMEL POOL SWD	15-083-20159	KS	HODGEMAN
HICKMAN WEST	KRAMPE 3 INJ	15-185-19128	KS	STAFFORD
HICKMAN WEST	KRAMPE, ELINOR 1	15-185-28734	KS	STAFFORD
HICKMAN WEST	KRAMPE, NORBERT 1	15-185-28738	KS	STAFFORD
JOY STATION WEST	LEWIS RALSTIN GU 1	15-097-21352	KS	KIOWA
JOY STATION WEST	LEWIS RALSTIN GU 2	15-097-21391	KS	KIOWA
HAMPTON	LITTLER C 002	15-165-20085	KS	RUSH
HAMPTON	LITTLER C 003	15-165-20089	KS	RUSH
NORTH OSCAR	MCMILLAN A 003	15-185-01467	KS	STAFFORD
CUNNINGHAM	MEYER ROHLMAN 1	15-095-20317	KS	KINGMAN
CUNNINGHAM	MILES A1	15-081-00242	KS	KINGMAN
CUNNINGHAM	MILES B1	15-093-00179	KS	KINGMAN
CHASE SILICA	MOORE 1	15-155-02460	KS	PRATT
HAMPTON	MORAN A 002	15-165-20073	KS	RUSH
HAMPTON	MORAN A 003	15-165-20081	KS	RUSH
HAMPTON	MORAN A 004	15-165-20103	KS	RUSH
HAMPTON	MORAN A 005	15-165-21765	KS	RUSH
NORTH MAX	NORTH MAX SWD D-01	15-185-13148	KS	STAFFORD
AIR BASE EAST	NOWAK A 1	15-051-01467	KS	ELLIS
AIR BASE EAST	NOWAK A 3	15-051-23590	KS	ELLIS
AIR BASE EAST	NOWAK A 4	15-051-23895	KS	ELLIS
SOUTH SEWARD	OSCAR POOL SWD D-02	15-185-10933	KS	STAFFORD
CHASE SILICA	PETZ 6	15-009-22209	KS	BARTON
CHASE SILICA	PETZ 8	15-009-24121	KS	BARTON
CHASE SILICA	PETZ D-07 SWD	15-009-22301	KS	BARTON
PRITCHARD	ROSCOE A 001	15-009-02070	KS	BARTON
PRITCHARD	ROSCOE A 002	15-009-02071	KS	BARTON
PRITCHARD	ROSCOE A 003 INJ	15-009-02072	KS	BARTON
MCCANDLESS EXT	RUSSELL 2-27	15-185-23419	KS	STAFFORD
CHASE SILICA	SCHREPEL 3	15-009-04941	KS	BARTON
CHASE SILICA	SCHREPEL 4	15-009-04942	KS	BARTON
NORTH MAX	SIEFKES A 1	15-185-00307	KS	STAFFORD
NORTH MAX	SIEFKES A 3	15-185-13147	KS	STAFFORD
NORTH MAX	SIEFKES A 5	15-185-20960	KS	STAFFORD
OPPY SOUTH	SMITH X 002	15-085-30004	KS	HODGEMAN
CHASE SILICA	YORK MARCHAND 2	15-009-15601	KS	BARTON
CHASE SILICA	YORK MARCHAND 4	15-009-15598	KS	BARTON
CHASE SILICA	YORK MARCHAND 6	15-009-25206	KS	BARTON
CHASE SILICA	YORK SCHEUFLER 2	15-009-15603	KS	BARTON

Exhibit C

Attached to and made a part of that certain Assignment and Bill of Sale and Assumption and Indemnity Agreement dated effective as of 7:00 a.m., January 1, 2024, by and among Citation 1987-II Investment LLC and Citation Oil & Gas Corp., collectively as Assignor, and Shawn D. Evans, Inc., d/b/a Ace Oil Company, and Ace Lease Service, Inc., collectively as Assignee.

Agreement Number	Agreement Name	Agreement Date	Book	Page	Recording Date	Agreement Legal	State	County	Type
LNE000021-000	HENRY DICKE ET UX	7/1/1980	UNRCRD			T2N-R34W SEC 6: E2SWSE T2N-R34W SEC 6: SESE T2N-R34W SEC 7: E2NWNE T2N-R34W SEC 7: NENE	NE	HITCHCOCK	SURFACE USE
LNE000022-000	JOHN C DIEHL ET UX	4/1/1984	UNRCRD			T2N-R34W SEC 5: SWSW	NE	HITCHCOCK	SURFACE USE
LNE000032-000	SANDWICH ACRES INC	4/15/2003	UNRCRD			T2N-R34W SEC 4: NWNWNW	NE	HITCHCOCK	SURFACE USE

Exhibit D

Attached to and made a part of that certain Assignment and Bill of Sale and Assumption and Indemnity Agreement dated effective as of 7:00 a.m., January 1, 2024, by and among Citation 1987-II Investment LLC, Citation 2004 Investment LLC and Citation Oil & Gas Corp., collectively as Assignor, and Shawn D. Evans, Inc., d/b/a Ace Oil Company, and Ace Lease Service, Inc., collectively as Assignee.

Contract Type	Buyer	Seller	Effective Date	Duration
Crude Oil Purchase Agreement	CHS	Citation Oil & Gas Corp.	3/1/2019	Mo-Mo 30 day Evergreen

Russell 2-27

Surface Owner(s)

Address

RICHELLE ANGELIC RUSSELL	615 E JEFFERSON MANKATO, KS 66956
--------------------------	-----------------------------------