

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 _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____

* Location: _____

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle:</i> FSL/FNL	<i>Circle:</i> FEL/FWL		
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

A separate sheet may be attached if necessary.

* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle:</i> FSL/FNL	<i>Circle:</i> FEL/FWL		
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____

A separate sheet may be attached if necessary.

* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2021

Form Must Be Typed

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 (this "**Assignment**") is entered into as of the Effective Time set forth below by and among the following ("**Assignors**" or "**Sellers**"):

ASSIGNORS
Carl E. Gungoll Exploration, LLC (Operator) PO Box 18466, Oklahoma City, OK 73154
Claude C. Arnold Working Interest Oil & Gas Properties, L.L.C 6816 N. Robinson Avenue, Oklahoma City, OK 73116
Blake Arnold Working Interest Oil & Gas Properties, L.L.C 6816 N. Robinson Avenue, Oklahoma City, OK 73116
R. Scott Thompson Enterprises, L.L.C. 3133 Quail Creek Rd, Oklahoma City, OK 73120
Sidney R Clarke III, Revocable Trust PO Box 1117, Shawnee, OK 74802-1117
Negroni Oil, LLC PO Box 1117, Shawnee, OK 74802-1117
H W Allen Co., LLC 1517 E. 41 st Pl, Suite 200, Tulsa, OK 74105
Meara Co. 1901 Comanche Trail, Enid, OK 73703
Ned Price Enterprises LLC PO Box 18466, Oklahoma City, OK 73154
Wilson Energy, LLC 3708 Harris Drive, Edmond, OK 73013
CAX, LLC PO Box 18466, Oklahoma City, OK 73154
Ramsey W. Drake, II, LLC PO Box 18466, Oklahoma City, OK 73154
Pyxis Energy, LLC 28 Waterford Lake, The Woodlands, TX 77381
Grand Ventures LLC 1920 South Cleveland St., Enid, OK 73703
Shellbark Ventures LLC 1920 South Cleveland St., Enid, OK 73703
W. Bradley Johnston Trust Dated 2/28/2008 1709 Guilford Lane, Nichols Hills, OK 73120
Curtis C. Johnston 2410 Sleepy Hollow Drive, Enid, OK 73703
Lucinda A. Bengé 2709 Jill's Trail, Edmond, OK 73012
James B. Johnston 4987 Tamarack Trail, Venice, FL 34293

STATE OF KANSAS } FEE \$355.108.⁰
SEWARD COUNTY }

The instrument was filed for record

Jan. 11 2024

at 10:30 o'clock A. M. and recorded

In Vol. 749 at page 187

KAREN J. WARDEN, Register of Deeds

Karen J. Warden



and MULL DRILLING COMPANY, INC ("**Assignee**" or "**Buyer**"). Assignee and Assignors are collectively referred to as the "**Parties**" and sometimes individually referred to as a "**Party**."

ARTICLE 1

ASSIGNMENT AND CONVEYANCE

Section 1.1 **Assignment.** Assignors, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to the Operator, Carl E. Gungoll Exploration, LLC and distributed to the balance of the Assignors, the receipt and sufficiency of which are hereby acknowledged and confessed, do hereby, as of the Effective Time, GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER, subject to the terms hereof and any and all exceptions and reservations by Assignors herein, unto Assignee, its successors and assigns, all of Assignors' right, title, interest and estate (of whatever kind or character, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, vested or contingent, or otherwise) in and to the following, collectively the "**Assigned Interests**":

(a) All of Assignors' right, title and interest in the oil and gas leases described in Exhibit A-1 attached hereto covering the lands in Seward County, Kansas described in said Exhibit A-1 (the "**Leases**" and the lands respectively covered by the Leases, the "**Lands**"), in each case to

the depths described in Exhibit A-1 (the "**Assigned Depths**") whether or not such Leases or Lands are accurately or completely described on Exhibit A-1, together with all the property and rights incident thereto. It is hereby understood and agreed that one or more of the Assignors may not own an interest in all of the Leases and Lands set forth in Exhibit A-1, and each Assignor herein executes this assignment with the intent of conveying its interest in any described Leases and Lands in which such Assignor owns a record title interest;

(b) All of Assignors' right, title and interest in and to the wells described in Exhibit A-2 attached hereto (all such wells, the "**Wells**"), together with all of Assignors' interests in and to all of the personal property, fixtures, improvements and other property, whether real, personal or mixed, now or as of the Effective Time on, appurtenant to or used or obtained by Assignors in connection with the Leases, Lands, or Wells or with the production, injection, treatment, sale or disposal of hydrocarbons and all other substances produced therefrom or attributable thereto (collectively, the "**Equipment**"), including, without limitation, well equipment, casing, tubing, tanks, generators, boilers, buildings, pumps, motors, machinery, pipelines, gathering systems, power lines, telephone and telegraph lines, equipment leases, trailers, inventory in storage, storage yards, and all other improvements or appurtenances thereunto belonging.

(c) All of Assignors' right, title and interest in, to and under all operating agreements, pooling and unitization agreements, farmout agreements, joint venture agreements, product purchase and sale contracts, transportation, processing, treatment or gathering agreements, leases, permits, rights-of-way, surface use agreements, easements, licenses, options, declarations, orders, contracts, and instruments in any way relating to Assignor's interest in the Leases, Lands and Wells (the "**Contracts**"), including without limitation all of the Contracts listed on Exhibit B attached hereto (the "**Material Contracts**");

(d) All of Assignors' right, title and interest in the oil and gas and associated hydrocarbons ("**Oil and Gas**") in and under or otherwise attributable to the Leases and Lands or produced from the Wells after the Effective Time, and the purchase price will be increased with the value of the Oil and Gas in the tanks as of the Effective Time;

(e) To the extent assignable, all of Assignors' right, title and interest in all governmental permits, licenses and authorizations related to the Leases, Lands, and/or the Wells or the use thereof; and

(f) All of Assignors' right, title and interest in the files, records, and data of Assignors relating to the items described in subsections (a), (b), (c), (d), (e) and (f) above (the "**Records**"), including, without limitation, lease records, well records, and division order records; well files; title records (including title opinions and title curative documents); contracts and contract files; correspondence; computer software and data files; geological, geophysical and seismic records, interpretations, data, maps and information; production records, electric logs, core data, and pressure data; reserve reports; and accounting records, but excluding files and information relating to internal or external valuations of the Assets and privileged information.

TO HAVE AND TO HOLD the Assigned Interests unto Assignee and its successors and assigns, forever, subject only to the exceptions and other provisions stated herein, including but not limited to Section 1.2 and Section 1.3 hereof and the following exceptions, to the extent that such exceptions affect the Assigned Interests or any of them: (i) all valid and existing matters of public record, including orders, rules, regulations and ordinances of federal, state and other governmental agencies having jurisdiction over the lands covered by the Leases; and (ii) the terms and provisions of the Leases, Contracts and Surface Rights.

Section 1.2 Exclusions and Reservations. Notwithstanding any other provision of this Assignment to the contrary, the Assets shall not include and Assignor hereby RESERVES, EXCEPTS and EXCLUDES from this Assignment the following assets (collectively, the "**Excluded Assets**"):

(a) all rights to any refund (whether by payment, rebate, credit, offset or otherwise) of Taxes or other costs or expenses borne by Assignors or Assignors' predecessors in interest and/or title attributable to periods prior to the Effective Time;

(b) all rights, claims, indemnities, warranties, guaranties, and causes of action (including insurance claims, whether or not asserted, under policies of insurance or claims to the proceeds of insurance) that may be asserted against a Third Party and accrued during the period prior to the Effective Time, or that are attributable to (or by their terms cover) (A) liabilities retained by Assignors, or (B) actions, events or omissions prior to the Effective Time;

(c) all rights of Assignors under Contracts attributable to periods before the Effective Time insofar as such rights relate to Assignors;

(d) Assignors' area-wide Asset Bonds, permits and licenses or other permits, licenses or authorizations used in the conduct of Assignor's business generally;

(e) all trade credits, account receivables, note receivables, take-or-pay amounts receivable, and other receivables, and all other accounts, instruments and general intangibles prior to the Effective Time.

ARTICLE 2

LIMITED WARRANTY

Section 2.1 Special Warranty. This Assignment is made, executed, and delivered without covenant or warranty of title, either express, implied or statutory, except that Assignor specially warrants and agrees to defend defensible title to the Property(s) from and against the lawful claims of all third parties claiming by, through, or under Assignor, but not otherwise, subject to permitted encumbrances; provided, however, that notwithstanding anything herein to the contrary, Assignors' aggregate liability to Assignee in respect of this special warranty for any Property(s) shall not exceed the purchase price of the Property(s). Any claim for breach of the Special Warranty must be asserted in writing by Assignee on or before the second anniversary date of the Effective Time, after which date no claim may be asserted for breach of the Special Warranty.

Section 2.2 Subrogation. Assignor assigns and grants to Assignee all rights, claims and causes of action under title or warranties of title given or made by Assignors' predecessors in interest (other than Affiliates of Assignor) with respect to the Assets, and Assignee is specifically subrogated to all rights which Assignors may have against such predecessors in interest with respect to the Assets, to the extent Assignors may legally transfer such rights and grant such subrogation.

Section 2.3 Assumption. Assignee hereby assumes, and agrees to perform, pay, observe and/or discharge, all of the Assumed Obligations arising from or attributable to the Assets.

ARTICLE 3

MISCELLANEOUS PROVISIONS

Section 3.1 Disclaimers of Representations and Warranties. The express representations and warranties of Seller contained in this Agreement and the Assignment are exclusive and are in lieu of all other representations and warranties, express, implied or statutory. EXCEPT FOR THE EXPRESS REPRESENTATIONS OF SELLER IN THIS AGREEMENT AND IN THE ASSIGNMENT, BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE, AND SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND BUYER HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF OIL AND GAS, IF ANY, ATTRIBUTABLE TO THE ASSETS, (b) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO BUYER BY OR ON BEHALF OF SELLER, AND (c) THE ENVIRONMENTAL CONDITION OF THE ASSETS. EXCEPT FOR THE EXPRESS REPRESENTATIONS OF SELLER IN THIS AGREEMENT, SELLER EXPRESSLY DISCLAIMS AND NEGATES, AND BUYER HEREBY WAIVES, AS TO PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES CONSTITUTING A PART OF THE ASSETS (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 OR RETURN OF THE PURCHASE PRICE, (v) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, AND (vi) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, IT BEING THE EXPRESS INTENTION OF BUYER AND SELLER THAT THE PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES INCLUDED IN THE ASSETS SHALL BE CONVEYED TO BUYER, AND BUYER SHALL ACCEPT SAME, AS IS, WHERE IS, WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND BUYER REPRESENTS TO SELLER THAT BUYER WILL MAKE OR CAUSE TO BE MADE SUCH INSPECTIONS WITH RESPECT TO SUCH PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES AS BUYER DEEMS APPROPRIATE. SELLER AND BUYER AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

Section 3.2 Assignors and Assignee agree that, to the extent required by applicable Law to be

effective, the disclaimers of certain representations and warranties contained in this Section 3.1 are "conspicuous" disclaimers for the purpose of any applicable Law.

Section 3.3 Buyer Assumed Obligations. On the Effective Time hereof, Buyer shall assume (a) all of the costs, obligations and liabilities that relate to the Assigned Interests and which are attributable to times on and after the Effective Time, (b) all of the costs, obligations and liabilities that arise in connection with any obligation to plug and abandon the Wells and reclaim the associated Lands, regardless whether such obligations arose prior to or after the Effective Time, (c) the obligation to comply with any preferential rights to purchase the Assigned Interests that have not been obtained prior to the Effective Time hereof, and (d) the obligation to obtain any consents that have not been obtained prior to the Effective Time hereof. In addition, as of the date hereof, Buyer assumes all damages, liabilities, obligations, penalties, fines, losses, costs or expenses, whether direct, indirect, pending, threatened, contingent or otherwise, (collectively, "*Costs*") including, but not limited to, those arising from, based on, associated with or related to the presence, handling, management, storage, transportation, processing, treatment, disposal, release, migration or escape of Environmental Contaminants or, without limitation by enumeration, any other material or substance of any kind in, on or under the Assigned Interests, or lands pooled or unitized therewith ("*Property(s)*"), or the violation of any present or future federal, state, local or municipal law, statute, ordinance, rule or regulation, whether involving any act, omission, event, condition or circumstance commencing, occurring or existing prior to or after the Effective Time, whether caused by or connected with acts or omissions of Seller or Buyer or their employees, representatives, agents, predecessor operators and owners or other parties, and whether based on negligence (whether active, passive, joint, sole or concurrent), strict liability or otherwise, including, but not limited to violation of any present or future federal, state, municipal and local statutes, ordinances, rules and regulations (collectively, "*Environmental Liabilities*"). As used herein, the term "*Environmental Contaminants*" shall mean any naturally occurring radioactive material or any pollutant, hydrocarbon, brine, waste, contaminant, or hazardous or toxic material substance or waste.

Buyer assumes responsibility for and agrees: to plug and abandon the assigned wells located on the Property(s) and to restore the surface of the Property(s) in accordance with applicable governmental rules, regulations, laws and orders, and as may be required under any lease(s), contract or other agreement affecting the Property(s), whether or not the plugging or restoration obligation arises prior to or after the Effective Time.

Seller will be responsible for all ad valorem, property taxes and other taxes assessed on, based on, or attributable to production prior to the Effective Time. Buyer will be responsible for all taxes assessed on, based on, or attributable to production that occurred after the Effective Time. Whichever party receives said tax statements shall pay such taxes prior to the delinquency and the other party hereto agrees to reimburse the paying party its pro rata share thereof promptly upon receipt of an invoice accompanied by evidence of such payment. Buyer shall pay all applicable state, county, municipality or governmental sales or use taxes on the leasehold, equipment, material or personal property located thereon.

Carl E. Gungoll Exploration, LLC, as Operator, does not warrant or represent that Buyer is or will become operator of any well or portion of the Assigned Interests which are subject to an operating agreement. Buyer agrees that it will, to the extent permitted by the applicable agreements and law, immediately undertake to obtain approval from all regulatory agencies, non-operators and lessors, if necessary, to succeed Carl E. Gungoll Exploration, LLC as operator of the Assigned Interests and to assume full responsibilities therefore, and will file all bonds, requests, letters of credit, and forms necessary or helpful for designation of Buyer as operator of such Assigned Interests.

Section 3.4 Further Assurances. Assignor agrees to execute and deliver to Assignee, from time to time, all such other and additional documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Assignee the rights and interests conveyed to Assignee hereby or intended so to be.

Section 3.5 Other Forms. Separate governmental form assignments of the Assigned Interests may be executed on officially approved forms by Assignor and Assignee, in sufficient counterparts to satisfy statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms hereof. The interests conveyed by such separate assignments are the same, and not in addition to, the Assigned Interests conveyed herein.

Section 3.6 Exhibits. All Exhibits and Schedules that are referred to herein are hereby made part of this Assignment and incorporated herein by such reference. References in such Exhibits and Schedules to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located.

Section 3.7 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Kansas without regard to the rules of conflicts of law of the State

of Kansas or any other jurisdiction that would require the application of the laws of another jurisdiction.

Section 3.8 Counterparts. This Assignment may be executed in several counterparts, all of which are identical except that, to facilitate recordation, certain counterparts hereof may include only that portion of the exhibits which contain descriptions of the properties located in (or otherwise subject to the recording or filing requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of the exhibits shall be included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Assignment containing the entire exhibits have been retained by Assignors and Assignee.

Section 3.9 Successors and Assigns. This Assignment shall be a covenant that runs with the land and all provisions hereof shall be binding on and inure to the benefit of Assignors and Assignee and their respective successors and assigns.

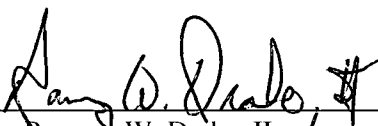
Section 3.10 Captions. The headings in this Assignment are for the convenience of reference only and shall not be deemed to alter or affect any provision hereof. References in this Assignment to articles, sections and exhibits are to articles, sections and exhibits of this Assignment unless otherwise specified.

Section 3.11 Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof such provision shall be fully severable; this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised apart hereof, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment.

Section 3.12 Effective Time. This Assignment is effective as of DECEMBER 1, 2023 at 7:00 AM, local time, where the respective Assets are located, as applicable (the "*Effective Time*"), provided that possession to the Assigned Interests shall transfer as of the date hereof.

ASSIGNORS:

Carl E. Gungoll Exploration, LLC


By: Ramsey W. Drake, II
As: President & COO

Claude C. Arnold Working Interest Oil & Gas Properties, L.L.C

By: NOT USED
As: _____

Blake Arnold Working Interest Oil & Gas Properties, L.L.C

By: _____
As: NOT USED

R. Scott Thompson Enterprises, L.L.C.

By: NOT USED
As: _____

Sidney R Clarke III, Revocable Trust

By: NOT USED
As: _____


Negrone Oil, LLC

By: NOT USED
As: _____

H W Allen Co., LLC

By: NOT USED
As: _____

Meara Co.


By: DAVID L. MEARA
As: PRESIDENT

of Kansas or any other jurisdiction that would require the application of the laws of another jurisdiction.

Section 3.8 Counterparts. This Assignment may be executed in several counterparts, all of which are identical except that, to facilitate recordation, certain counterparts hereof may include only that portion of the exhibits which contain descriptions of the properties located in (or otherwise subject to the recording or filing requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of the exhibits shall be included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Assignment containing the entire exhibits have been retained by Assignors and Assignee.

Section 3.9 Successors and Assigns. This Assignment shall be a covenant that runs with the land and all provisions hereof shall be binding on and inure to the benefit of Assignors and Assignee and their respective successors and assigns.

Section 3.10 Captions. The headings in this Assignment are for the convenience of reference only and shall not be deemed to alter or affect any provision hereof. References in this Assignment to articles, sections and exhibits are to articles, sections and exhibits of this Assignment unless otherwise specified.

Section 3.11 Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof such provision shall be fully severable; this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised apart hereof, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment.

Section 3.12 Effective Time. This Assignment is effective as of DECEMBER 1, 2023 at 7:00 AM, local time, where the respective Assets are located, as applicable (the "Effective Time"), provided that possession to the Assigned Interests shall transfer as of the date hereof.


ASSIGNORS:

Carl E. Gungoll Exploration, LLC

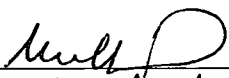
NOT USED

By: _____
As: Ramsey W. Drake, II
As: President & COO


Claude C. Arnold Working Interest Oil & Gas Properties, L.L.C


By: Blake Arnold
As: Manager

Blake Arnold Working Interest Oil & Gas Properties, L.L.C


By: Blake Arnold
As: Manager

R. Scott Thompson Enterprises, L.L.C.


By: Scott Thompson
As: Manager

Sidney R Clarke III, Revocable Trust

By: NOT USED
As: _____

Negrone Oil, LLC

By: NOT USED
As: _____

H W Allen Co., LLC

By: NOT USED
As: _____

Meara Co.

By: _____
As: _____

of Kansas or any other jurisdiction that would require the application of the laws of another jurisdiction.

Section 3.8 Counterparts. This Assignment may be executed in several counterparts, all of which are identical except that, to facilitate recordation, certain counterparts hereof may include only that portion of the exhibits which contain descriptions of the properties located in (or otherwise subject to the recording or filing requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of the exhibits shall be included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Assignment containing the entire exhibits have been retained by Assignors and Assignee.

Section 3.9 Successors and Assigns. This Assignment shall be a covenant that runs with the land and all provisions hereof shall be binding on and inure to the benefit of Assignors and Assignee and their respective successors and assigns.

Section 3.10 Captions. The headings in this Assignment are for the convenience of reference only and shall not be deemed to alter or affect any provision hereof. References in this Assignment to articles, sections and exhibits are to articles, sections and exhibits of this Assignment unless otherwise specified.

Section 3.11 Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof such provision shall be fully severable; this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised apart hereof, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment.

Section 3.12 Effective Time. This Assignment is effective as of DECEMBER 1, 2023 at 7:00 AM, local time, where the respective Assets are located, as applicable (the "Effective Time"), provided that possession to the Assigned Interests shall transfer as of the date hereof.

ASSIGNORS:

Carl E. Gungoll Exploration, LLC

NOT USED

By: _____
As: Ramsey W. Drake, II
President & COO

Claude C. Arnold Working Interest Oil & Gas Properties, L.L.C

NOT USED

By: _____
As: _____

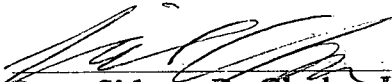
Blake Arnold Working Interest Oil & Gas Properties, L.L.C

By: NOT USED
As: _____


R. Scott Thompson Enterprises, L.L.C.

By: NOT USED
As: _____

Sidney R Clarke III, Revocable Trust

By: 
As: **Sidney R. Clarke III**
~~Trustee~~

Negroni Oil, LLC

By: 
As: **Sidney R. Clarke III**
Manager

H W Allen Co., LLC

By: _____
As: NOT USED

Meara Co.

By: _____
As: NOT USED

one and the same instrument. Complete copies of this Assignment containing the entire exhibits have been retained by Assignors and Assignee.

RECEIVED OCT 30 2023

Section 3.9 Successors and Assigns. This Assignment shall be a covenant that runs with the land and all provisions hereof shall be binding on and inure to the benefit of Assignors and Assignee and their respective successors and assigns.

Section 3.10 Captions. The headings in this Assignment are for the convenience of reference only and shall not be deemed to alter or affect any provision hereof. References in this Assignment to articles, sections and exhibits are to articles, sections and exhibits of this Assignment unless otherwise specified.

Section 3.11 Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof such provision shall be fully severable; this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised apart hereof, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment.

Section 3.12 Effective Time. This Assignment is effective as of DECEMBER 1, 2023 at 7:00 AM, local time, where the respective Assets are located, as applicable (the "Effective Time"), provided that possession to the Assigned Interests shall transfer as of the date hereof.

ASSIGNORS:

Carl E. Gungoll Exploration, LLC

Claude C. Arnold Working Interest Oil & Gas Properties, L.L.C

NOT USED

By: Ramsey W. Drake, II
As: President & COO

By: NOT USED
As: NOT USED

Blake Arnold Working Interest Oil & Gas Properties, L.L.C

R. Scott Thompson Enterprises, L.L.C.

By: NOT USED
As: NOT USED

By: NOT USED
As: NOT USED

Sidney R Clarke III, Revocable Trust

Negrone Oil, LLC

By: NOT USED
As: NOT USED

By: NOT USED
As: NOT USED

H W Allen Co., LLC

Meara Co.

By: *Philip F. Allen*
As: *Meara*

By: NOT USED
As: NOT USED

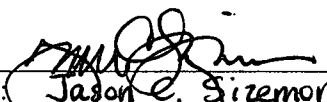
Ned Price Enterprises LLC

By: NOT USED
As: _____

CAX, LLC

By: NOT USED
As: _____

Pyxis Energy, LLC

By: 
As: Jason E. Sizemore
Manager

Shellbark Ventures LLC

NOT USED
By: _____
As: _____

Curtis C. Johnston

NOT USED

James B. Johnston

NOT USED

Wilson Energy, LLC

By: NOT USED
As: _____

Ramsey W. Drake, II, LLC

By: NOT USED
As: _____

Grand Ventures LLC

By: NOT USED
As: _____

W. Bradley Johnston Trust Dated 2/28/2008

By: NOT USED
As: _____

Lucinda A. Bengel

NOT USED

Ned Price Enterprises LLC

Ramsey W. Drake, II
By: RAMSEY W. DRAKE, II
As: MANAGER

Wilson Energy, LLC

David G. Wilson
By: David G. Wilson
As: MANAGER

CAX, LLC

Ramsey W. Drake, II
By: RAMSEY W. DRAKE, II
As: MANAGER

Ramsey W. Drake, II, LLC

Ramsey W. Drake, II
By: Ramsey W. Drake, II
As: RAMSEY W. DRAKE, II - MANAGER

Pyxis Energy, LLC

NOT USED
By: NOT USED
As: NOT USED

Grand Ventures LLC

Larry Worlington
By: Larry Worlington
As: Mgr.

Shellbark Ventures LLC

Larry Worlington
By: Larry Worlington
As: Mgr.

W. Bradley Johnston Trust Dated 2/28/2008

W. Bradley Johnston
By: W. Bradley Johnston
As: Trustee

Curtis C. Johnston

Curtis C. Johnston

Lucinda A. Bengel

NOT USED

James B. Johnston

NOT USED

Ned Price Enterprises LLC

By: NOT USED
As: _____

CAX, LLC

By: NOT USED
As: _____

Pyxis Energy, LLC

By: NOT USED
As: _____

Shellbark Ventures LLC

By: NOT USED
As: _____

Curtis C. Johnston

NOT USED

James B. Johnston

NOT USED

Wilson Energy, LLC

By: NOT USED
As: _____

Ramsey W. Drake, II, LLC

By: NOT USED
As: _____

Grand Ventures LLC

By: _____
As: NOT USED

W. Bradley Johnston Trust Dated 2/28/2008

By: NOT USED
As: _____

Lucinda A. Benge

Lucinda A Benge

Ned Price Enterprises LLC

By: NOT USED
As: _____

CAX, LLC

By: NOT USED
As: _____

Pyxis Energy, LLC

By: NOT USED
As: _____

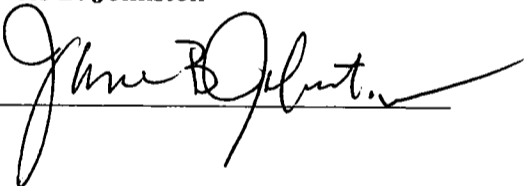
Shellbark Ventures LLC

By: NOT USED
As: _____

Curtis C. Johnston

NOT USED

James B. Johnston



Wilson Energy, LLC

By: _____
As: NOT USED

Ramsey W. Drake, II, LLC

By: _____
As: NOT USED

Grand Ventures LLC

By: _____
As: NOT USED

W. Bradley Johnston Trust Dated 2/28/2008

By: _____
As: NOT USED

Lucinda A. Bengé

NOT USED

State of Oklahoma }
 } SS:
County of _____ }

Before me, the undersigned a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, to me known to be the identical person who signed the within and foregoing instrument on behalf of **H W Allen Co., LLC**, as its _____ and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: _____
Commission #: _____

Notary Public

State of Oklahoma }
 } SS:
County of _____ }

Before me, the undersigned a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, to me known to be the identical person who signed the within and foregoing instrument on behalf of **Meara Co.**, as its _____ and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: _____
Commission #: _____

Notary Public

State of Oklahoma }
 } SS:
County of Oklahoma }

Before me, the undersigned a Notary Public in and for said County and State, on this 18 day of October, 2023, personally appeared RAMSEY W. DRAKE, II, to me known to be the identical person who signed the within and foregoing instrument on behalf of **Ned Price Enterprises LLC**, as its MANAGER and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: 6/1/27
Commission #: 11004959



Chris Fidler

Notary Public

State of OKLAHOMA }
County of OKLAHOMA } SS:

Before me, the undersigned a Notary Public in and for said County and State, on this 26 day of October, 2023, personally appeared ARTHUR C. SIZEMORE, to me known to be the identical person who signed the within and foregoing instrument on behalf of **Pyxis Energy, LLC**, as its MANAGER and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: 6/1/27
Commission #: 11004959



Chris Fidler
Notary Public

State of Oklahoma }
County of Oklahoma } SS:

Before me, the undersigned a Notary Public in and for said County and State, on this 18 day of October, 2023, personally appeared **Corry Woolington**, to me known to be the identical person who signed the within and foregoing instrument on behalf of **Grand Ventures LLC, and Shellbark Ventures LLC**, as its Manager and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: 6/1/27
Commission #: 11004959



Chris Fidler
Notary Public

State of OKLAHOMA }
County of OKLAHOMA } SS:

Before me, the undersigned a Notary Public in and for said County and State, on this 26 day of October, 2023, personally appeared W. Bradley Johnston, to me known to be the identical person who signed the within and foregoing instrument on behalf of **W. Bradley Johnston Trust Dated 2/28/2008**, as its TRUSTEE and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: 6/1/27
Commission #: 11004959



Chris Fidler
Notary Public

County of Tulsa }

Before me, the undersigned a Notary Public in and for said County and State, on this 24 day of October, 2023, personally appeared Philip B. Allen, to me known to be the identical person who signed the within and foregoing instrument on behalf of H W Allen Co., LLC, as its MANAGER and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: 10/3/26
Commission #: 14008938

Darcie Palmour
Notary Public



State of Oklahoma }
 } SS:
County of _____ }

Before me, the undersigned a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, to me known to be the identical person who signed the within and foregoing instrument on behalf of Meara Co., as its _____ and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: _____
Commission #: _____

Notary Public

State of Oklahoma }
 } SS:
County of _____ }

Before me, the undersigned a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, to me known to be the identical person who signed the within and foregoing instrument on behalf of Ned Price Enterprises LLC, as its _____ and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: _____
Commission #: _____

Notary Public

State of Oklahoma }
 } SS:
 County of Oklahoma }

Before me, the undersigned a Notary Public in and for said County and State, on this 19th day of October, 2023, personally appeared **Ramsey W. Drake, II**, to me known to be the identical person who signed the within and foregoing instrument on behalf of **Carl E. Gungoll Exploration, LLC**, as its **President, Mgr. & COO** and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: 6/1/27
 Commission #: 11004959



Chris Fidler

 Notary Public

State of Oklahoma }
 } SS:
 County of Oklahoma }

Before me, the undersigned a Notary Public in and for said County and State, on this ____ day of _____, 2023, personally appeared _____, to me known to be the identical person who signed the within and foregoing instrument on behalf of **Claude C. Arnold Working Interest Oil & Gas Properties, L.L.C**, as its _____ and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: _____
 Commission #: _____

 Notary Public

State of Oklahoma }
 } SS:
 County of Oklahoma }

Before me, the undersigned a Notary Public in and for said County and State, on this ____ day of _____, 2023, personally appeared _____, to me known to be the identical person who signed the within and foregoing instrument on behalf of **Blake Arnold Working Interest Oil & Gas Properties, L.L.C**, as its _____ and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: _____
 Commission #: _____

 Notary Public

State of Oklahoma }
 } SS:
 County of Oklahoma }

Before me, the undersigned a Notary Public in and for said County and State, on this 19th day of October, 2023, personally appeared Ramsey W. Drake, II, to me known to be the identical person who signed the within and foregoing instrument on behalf of **Carl E. Gungoll Exploration, LLC**, as its **President, Mgr. & COO** and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: _____
 Commission #: _____

 Notary Public

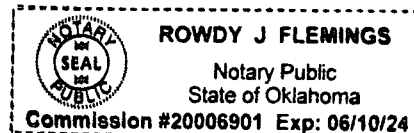
State of Oklahoma }
 } SS:
 County of Oklahoma }

Before me, the undersigned a Notary Public in and for said County and State, on this 19th day of October, 2023, personally appeared Blake Arnold, to me known to be the identical person who signed the within and foregoing instrument on behalf of **Claude C. Arnold Working Interest Oil & Gas Properties, L.L.C.**, as its Manager and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: 6-10-2024
 Commission #: 20006901

Rowdy J. Flemings
 Notary Public



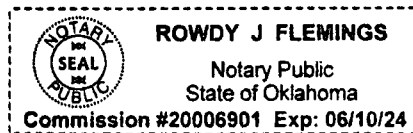
State of Oklahoma }
 } SS:
 County of Oklahoma }

Before me, the undersigned a Notary Public in and for said County and State, on this 19th day of October, 2023, personally appeared Blake Arnold, to me known to be the identical person who signed the within and foregoing instrument on behalf of **Blake Arnold Working Interest Oil & Gas Properties, L.L.C.**, as its Manager and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: 6-10-2024
 Commission #: 20006901

Rowdy J. Flemings
 Notary Public

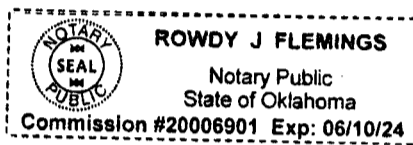


State of Oklahoma }
 } SS:
County of _____ }

Before me, the undersigned a Notary Public in and for said County and State, on this 19th day of October, 2023, personally appeared Scott Thompson, to me known to be the identical person who signed the within and foregoing instrument on behalf of **R. Scott Thompson Enterprises, L.L.C.**, as its Manager and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.
GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: 6-10-2024
Commission #: 20006901

Rowdy J. Flemings
Notary Public



State of Oklahoma }
 } SS:
County of _____ }

Before me, the undersigned a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, to me known to be the identical person who signed the within and foregoing instrument on behalf of **Sidney R Clarke III, Revocable Trust**, as its _____ and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.
GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: _____
Commission #: _____

Notary Public

State of Oklahoma }
 } SS:
County of _____ }

Before me, the undersigned a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, to me known to be the identical person who signed the within and foregoing instrument on behalf of **Negroni Oil, LLC**, as its _____ and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.
GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: _____
Commission #: _____

Notary Public

County of Tulsa }

Before me, the undersigned a Notary Public in and for said County and State, on this 24 day of October, 2023, personally appeared Philip B. Allen, to me known to be the identical person who signed the within and foregoing instrument on behalf of H W Allen Co., LLC, as its MANAGER and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: 10/3/26
Commission #: 14008938

Darcie Palmour
Notary Public



State of Oklahoma }
County of _____ } SS:

Before me, the undersigned a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, to me known to be the identical person who signed the within and foregoing instrument on behalf of Meara Co., as its _____ and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: _____
Commission #: _____

Notary Public

State of Oklahoma }
County of _____ } SS:

Before me, the undersigned a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, to me known to be the identical person who signed the within and foregoing instrument on behalf of Ned Price Enterprises LLC, as its _____ and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the limited liability company, for the uses, purposes, and consideration therein expressed and set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My Commission Expires: _____
Commission #: _____

Notary Public

Exhibit "A-1" – Leases & Land, and Assigned Depths

Attached hereto and made a part hereof that certain Assignment, Bill of Sale and Conveyance, dated effective DECEMBER 1, 2023 by and between Carl E. Gungoll Exploration, LLC, et.al. as Assignors, and MULL DRILLING COMPANY, INC, as Assignee, covering certain lands and interests located in Seward County, State of Kansas.

LEASES & LANDS:

CUTTER EAST UNIT: The West Half of the Southwest Quarter (W/2 SW/4) of Section 3, the Southeast Quarter (SE/4) and the South Half of the Southwest Quarter (S/2 SW/4) of Section 4, the East Half of the East Half (E/2 E/2) of Section 8, the Northeast Quarter (NE/4), the Northwest Quarter (NW/4), the Southwest Quarter (SW/4), the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 9, the West Half of the Northwest Quarter (W/2 NW/4) of Section 10, all in Township 31 South, Range 34 West, Seward County, Kansas.

Kansas Corporation Commission Order Granting Unitization: Docket No. 13-CONS-311-CUNI, Conservation Division, License No. 34419, Order Effective 5/6/13

All of the following Leases cover lands in Seward County, Kansas, regardless of the omission of any errors in description, incorrect, or misspelled names, scrivener's errors, or incorrect recording references:

LESSOR: Devon Energy Production Company, LP
LESSEE: Carl E. Gungoll Exploration, LLC
LEGAL: NE/4, Section 9-31S-34W, Seward County, KS
DATE: September 20, 2010
RECORDING: Book 635, Page 716 of the records of Seward County, KS
Extension of Lease recorded at Book 650, Page 1016

LESSOR: David L. Ross, Co-Beneficiary of the Mary C. Ross Revocable Trust,
Dated 12/17/2004, as amended by First Amendment dated 4/27/2005,
Second Amendment dated 11/17/2010 and otherwise
LESSEE: Carl E. Gungoll Exploration, LLC
LEGAL: SW/4, limited from the surface to 100' below the stratgraphic equivalent of the
base of Morrow Sand (as found at – 5294' in the Santa Fe "C" #1 well located in
the NE/4 of Section 9-31S-34W, Seward County, KS
DATE: February 1, 2012
RECORDING: Book 648, Page 684 of the records of Seward County, KS

LESSOR: Sue Franks, Co-Beneficiary of the Mary C. Ross Revocable Trust,
Dated 12/17/2004, as amended by First Amendment dated 4/27/2005,
Second Amendment dated 11/17/2010 and otherwise
LESSEE: Carl E. Gungoll Exploration, LLC
LEGAL: SW/4, limited from the surface to 100' below the stratgraphic equivalent of the
base of Morrow Sand (as found at – 5294' in the Santa Fe "C" #1 well located in
the NE/4 of Section 9-31S-34W, Seward County, KS
DATE: February 1, 2012
RECORDING: Book 648, Page 681 of the records of Seward County, KS

LESSOR: Brenda Scott, Co-Beneficiary of the Mary C. Ross Revocable Trust,
Dated 12/17/2004, as amended by First Amendment dated 4/27/2005,
Second Amendment dated 11/17/2010 and otherwise
LESSEE: Carl E. Gungoll Exploration, LLC
LEGAL: SW/4, limited from the surface to 100' below the stratgraphic equivalent of the
base of Morrow Sand (as found at – 5294' in the Santa Fe "C" #1 well located in
the NE/4 of Section 9-31S-34W, Seward County, KS
DATE: February 1, 2012
RECORDING: Book 648, Page 678 of the records of Seward County, KS

LESSOR: Jack C. Conover and Norma N. Conover, Trustees of The Jack C.
Conover Trust dated the 10th day of January, 1990.
LESSEE: Carl E. Gungoll Exploration, LLC
LEGAL: SW/4, limited from the surface to 100' below the stratgraphic equivalent of the
base of Morrow Sand (as found at – 5294' in the Santa Fe "C" #1 well located in
the NE/4 of Section 9-31S-34W, Seward County, KS
DATE: January 31, 2012
RECORDING: Book 648, Page 580 of the records of Seward County, KS

LESSOR: Jack C. Conover and Norma N. Conover, Trustees of The Norma N. Conover Trust dated the 10th day of January, 1990.
 LESSEE: Carl E. Gungoll Exploration, LLC
 LEGAL: SW/4, limited from the surface to 100' below the stratigraphic equivalent of the base of Morrow Sand (as found at - 5294' in the Santa Fe "C" #1 well located in the NE/4 of Section 9-31S-34W, Seward County, KS
 DATE: January 31, 2012
 RECORDING: Book 648, Page 584 of the records of Seward County, KS

LESSOR: Thomas M. Boyer and Charles G. Boyer
 LESSEE: United Producing Company, Inc.
 LEGAL: Section 4-31S-34W, N/2 S/2, Seward County, Kansas
 DATE: May 22, 1943
 RECORDING: Book 47, Page 570

LESSOR: Clinton C. Davis, a/k/a C.C. Davis and Lucy Davis, his wife
 LESSEE: United Producing Company, Inc.
 LEGAL: Section 4-31S-34W, S/2 S/2, Seward County, Kansas
 DATE: May 3, 1943
 RECORDING: Book 1, Page 483

LESSOR: Farmers & Merchants National Bank of Hooker (Hooker, Oklahoma)
 LESSEE: Fred C. Koch
 LEGAL: E/2 NE of Section 8-31S-34W, and NW of Section 9-31S-34W Seward County, Kansas
 DATE: April 8, 1944
 RECORDING: Book 1, Page 615

LESSOR: Dwight Swink and Mary E. Swink, his wife
 LESSEE: Fred C. Koch
 LEGAL: Section 9-31S-34W, Insofar as it covers the NW SE, Seward County, Kansas
 DATE: February 21, 1944
 RECORDING: Book 1, Page 496

LESSOR: O.E. Kaufman
 LESSEE: Fred C. Koch
 LEGAL: SW/4 of Section 9-31S-34W, Seward County, Kansas
 DATE: May 1, 1944
 RECORDING: Book 1, Page 621

ASSIGNED DEPTHS: All depths owned by Assignors with no depth reservations. Note, some leases are limited in depth as set-out therein.

Exhibit "A-2" – Wells and Equipment

Wells:

Lease Name	Well No.	API Number	Sec	Twp	Rge	Location	Well Status
BEHAN 'B'	1	15-175-21027-0001	9	31S	34W	NE/NE/SW	Active - ESP
BERLIER A	1	15-175-21013-0000	4	31S	34W	W2/SW/SE	Active - PCP
CUTTER EAST UNIT	409	15-175-22228-0000	4	31S	34W	SE/NE/SE	SI - Injector
CUTTER EAST UNIT	416	15-175-22264-0000	4	31S	34W	SW/SE/SE	Active - ESP
CUTTER EAST UNIT	906	15-175-22229-0000	9	31S	34W	SW/SE/NW	Active - Beam
MYERS D	1	15-175-20998-0002	9	31S	34W	C/NE/NW	SI - Injector
MYERS E	1	15-175-21162-0002	9	31S	34W	C/SW/NW	TA - Producer
SANTA FE C	1	15-175-20971-0002	9	31S	34W	NE/SW/NE	Active - Injector
SANTA FE D	1	15-175-21111-0001	9	31S	34W	NW/NE/NE	Active - Injector

Equipment:

Producing Wells	API	Pumping Units	Tanks	Treaters	Tubing
Berlier 'A' #1	15-175-21013	43M1800 PCP, VH100 Drivehead, 75 HP motor	None	None	5200' 2-7/8"
Berlier 'A' #4	15-175-21188	Apergy 100 HP 456 motor, 239 MSC 400 pump, VFD	None	None	5200' 2-7/8"
Myers 'E' #1	15-175-21162-0002	N.A.	None	None	5200' 2-7/8"
Cutter East Unit #906	15-175-22229	C228D, Arrow 96 gas engine	None	None	5230' 2-7/8"

Injection wells

Santa Fe 'C' #1	15-175-20971-0002	None	None	None	5169' 2-7/8"
Santa Fe 'D' #1	15-175-21111	None	None	None	5298' 2-7/8"
Cutter East Unit #409	15-175-22228	None	None	None	5237' 2-7/8"
Myers 'D' #1	15-175-20998	None	None	None	5165' 2-3/8"

Water Source

Behan 'B' #1 WSW	15-175-21027	BHI 216 hp, 207 stg P43 submersible pump	None	None	3500' 2-7/8"
------------------	--------------	---	------	------	--------------

Central Tank Battery	BHI 38 stage P23 Hpump, 125 hp electric motor	8 - 300 bbl oil tanks	2 - 4' x 20' heater treaters
		2 - 750 FG water tanks	1 - 8' x 20' FWKO
		1 - 210 FG water tank	

Exhibit "B" – Material Contracts

Unit Agreement - Cutter East Unit, Seward Co., KS, dated 2/8/2012
Unit Operating Agreement - Cutter East Unit, Seward Co., KS, dated 2/8/2012
Order Granting Unitization – Docket No. 13-CONS-311-CUNI, dated 5/6/2013

END OF EXHIBITS "A" & "B"