

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>	<i>Circle:</i>		
		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		
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		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: \_\_\_\_\_

## CONVEYANCE, ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS                    §  
  §            KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF MORTON            §

THAT, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Scout Energy Group I, LP, a Texas limited partnership, and Scout Energy Partners I-A, LP, a Delaware liability partnership, whose address is 13800 Montfort Drive, Suite 100, Dallas, Texas 75240 (hereinafter referred to collectively as "Assignor"), does hereby sell, assign and transfer to Martin's Resources, LLC., an Oklahoma limited liability company whose address is 202929 East County Road 43, Woodward, Oklahoma, 73801, ("Assignee"), its successors and assigns, subject to the terms of this Conveyance and Assignment and Bill of Sale (this "Assignment"), the following (the "Properties"):

(i) all of Assignor's right, title and interest in and to the oil and gas lease described on Exhibit A attached hereto and incorporated herein by reference ("Subject Leases");

(ii) all of Assignor's right, title and interest in and to all personal property and other improvements appurtenant to or located on the Subject Leases and lands pooled therewith, including, without limitation, the wells listed on Exhibit A and lease equipment, facilities and fixtures associated therewith;

(iii) all right, title and interest of Assignor in and to all rights-of-way, easements or similar interests appurtenant to the Subject Leases; and

(iv) all of Assignor's right, title and interest in all contracts, agreements or other instruments and contract rights associated with or incident to the Subject Leases other than (A) master services agreements, and (B) commodity hedging agreements.

The Properties assigned hereby are subject to all the terms, conditions, limitations and the lessor's royalty set forth in the Subject Leases assigned pursuant hereto.

**Assignor warrants title to the Properties against claims by all parties claiming by, through, or under Assignor, but not otherwise and only to the extent of such claims by, through, or under Assignor for which Assignee gives Assignor written notice within six (6) months of the date hereof.**

**Assignee agrees to indemnify and hold Assignor harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character ("Assumed Liabilities") related to the Properties and (a) arising out**

of, incident to, or in connection with the ownership, use, occupancy, operation or abandonment of the Properties, or the maintenance, use, handling or resale of the equipment, and to the extent timely written notice is not given to Assignor pursuant to the immediately following paragraph, that, in each case, arises before the Effective Date, (b) without limiting Assignee's remedies for Environmental Defects under the Letter Agreement (as defined below), incurred or imposed pursuant to any environmental law ("Environmental Liabilities") to the extent arising from, based upon, related to or associated with the Properties, regardless of whether such Environmental Liabilities are deemed to have arisen or accrued or are attributable to periods before, on or after the Effective Date, and (c) related to the plugging, abandonment and remediation of any well(s) on the Subject Leases or lands pooled therewith, including but not limited to those listed on Exhibit A of this Assignment. If it becomes necessary to plug and abandon or remediate any well(s) on the Subject Leases or lands pooled therewith, including but not limited to those listed on Exhibit A of this Assignment, Assignee, at Assignee's sole risk and expense, will plug and abandon and remediate said well(s) in accordance with all local, state and federal laws, rules and regulations and will restore the premises pursuant to the terms and provisions contained in the applicable Subject Leases described on Exhibit A attached hereto.

Except to the extent constituting an Assumed Liability, Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all liabilities arising out of, incident to, or in connection with use, occupancy or operation of the Properties before the Effective Date, but limited to the extent that Assignee gives Assignor written notice of such liability within six (6) months of the date hereof.

**THE INDEMNIFICATION, RELEASE AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS ASSIGNMENT SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE ACTIVE, PASSIVE, COMPARATIVE, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF THE PARTIES HERETO.**

Assignor agrees to execute and deliver all such other notices, releases and other documents, and will do all such other acts and things, as may be necessary more fully to assure to Assignees, or their successors or assigns, all of the respective rights herein granted or intended to be granted.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment is entered into pursuant to that certain letter agreement between Assignor and Assignee dated August 22, 2023 (the "Letter Agreement"). In the event of a conflict between the terms of the Letter Agreement and this Assignment, the Letter Agreement will control.

This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction.

All exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such exhibits to instruments on file in the public records are made for all purposes.

EXECUTED this 21<sup>st</sup> day of September 2023, to be effective, however, as of 12:01 a.m., July 1, 2023 (the "Effective Date").

[SIGNATURE PAGES TO FOLLOW]

**ASSIGNOR:**

SCOUT ENERGY GROUP I, LP

By: Scout Energy Group I GP LLC, its General Partner

By: Todd Flott

Name: Todd Flott  
Managing Director

SCOUT ENERGY PARTNERS I, LP

By: Scout Energy Group I, LP, its General Partner

By: Scout Energy Group I GP LLC, its General Partner

By: Todd Flott

Name: Todd Flott  
Managing Director

STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

This instrument was acknowledged before me this 21<sup>st</sup> day of September, 2023, by Todd Flott, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as the Managing Director of Scout Energy Group I GP, LLC, which is the General Partner of Scout Energy Group I, LP, which is in turn the General Partner of Scout Energy Partners I-A, LP, a Delaware limited partnership, as the act and deed of said limited liability company and limited partnerships, for the purpose and consideration therein expressed.

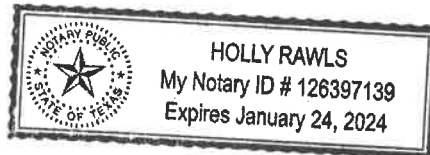
In witness whereof, I hereunto set my hand and official seal.

Holly Rawls

Notary Public of the State of Texas

My Commission Expires:

January 24, 2024



**ASSIGNEE:**

Martin's Resources, LLC

By: [Signature]  
Name: Jasen Martins  
Title: Owner

STATE OF Oklahoma      §  
   §  
COUNTY OF Woodward   §

This instrument was acknowledged before me on the 15<sup>th</sup> day of September, 2023, by Jasen Martins, Owner of Martin's Resources, LLC an Oklahoma Limited Liability Company.

[Signature]  
Notary Public, State of Oklahoma

My Commission Expires:  
03-01-2024

TONI DEVINE  
NOTARY PUBLIC - STATE OF OKLAHOMA  
COMMISSION #16002343  
MY COMMISSION EXPIRES 03-01-2024



**RELEASE OF NET PROFITS OVERRIDING ROYALTY INTEREST**

Scout Energy Partners I-B, LP join in this Conveyance, Assignment and Bill of Sale (this "Assignment") for the limited purpose of releasing the interests assigned by this Assignment from any Conveyance of Net Profits Overriding Royalty Interest conveyed to Scout Energy Partners I-B, LP, whether recorded in the records of Morton County, Kansas or not, such that Assignee shall receive the interests conveyed by this Assignment free and clear from any burden related to such Conveyance of Net Profits Overriding Royalty Interest.

**SCOUT ENERGY PARTNERS I-B, LP**

By: Scout Energy Group I, LP, its General Partner

By: Scout Energy Group I GP, LLC, its General Partner

By: Todd Flott

Name: Todd Flott  
Managing Director

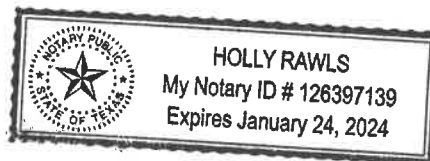
**ACKNOWLEDGMENT**

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

This instrument was acknowledged before me this 21<sup>st</sup> day of September, 2023, by Todd Flott, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as the Managing Director of Scout Energy Group I GP, LLC, which is the General Partner of Scout Energy Group I, LP, which is in turn the General Partner of Scout Energy Partners I-B, LP, a Delaware limited partnership, as the act and deed of said limited liability company and limited partnerships, for the purpose and consideration therein expressed.

In witness whereof, I hereunto set my hand and official seal.

Holly Rawls  
Notary Public of the State of Texas  
My Commission Expires:  
January 24, 2024



### Exhibit "A" Wells

Attached to that certain Assignment Bill of Sale effective dated August 1, 2023 between Scout Energy Group I, LP and Scout Energy Partners I-A, LP as Sellers and Martin's Resources, LLC. as Buyer.

Well	Operator	API	State	County
NW FLATS 2-4	Scout Energy Management, LLC	1512900170	Kansas	Morton
NW FLATS 5B-1	Scout Energy Management, LLC	1512900555	Kansas	Morton
NW FLATS 3B-1	Scout Energy Management, LLC	1512900556	Kansas	Morton
NW FLATS 5-2	Scout Energy Management, LLC	1512920762	Kansas	Morton
NW FLATS UNIT 1-3A	Scout Energy Management, LLC	1512921954	Kansas	Morton
NW FLATS 2-5	Scout Energy Management, LLC	1512921873	Kansas	Morton
NW FLATS 3-3	Scout Energy Management, LLC	1512921874	Kansas	Morton
NW FLATS 3-4	Scout Energy Management, LLC	1512921879	Kansas	Morton
NW FLATS 8-8	Scout Energy Management, LLC	3513922284	Oklahoma	Texas
NW FLATS 13-2	Scout Energy Management, LLC	3513920877	Oklahoma	Texas
NW FLATS 14-1	Scout Energy Management, LLC	3513920885	Oklahoma	Texas
NW FLATS 9-8	Scout Energy Management, LLC	3513921927	Oklahoma	Texas
NW FLATS 11-5	Scout Energy Management, LLC	3513924525	Oklahoma	Texas
NW FLATS 7-1	Scout Energy Management, LLC	3513935697	Oklahoma	Texas
NW FLATS 13-3	Scout Energy Management, LLC	3513922100	Oklahoma	Texas
NW FLATS 9-10	Scout Energy Management, LLC	3513922220	Oklahoma	Texas
NW FLATS 8-7	Scout Energy Management, LLC	3513922248	Oklahoma	Texas
NW FLATS 7-2	Scout Energy Management, LLC	3513935698	Oklahoma	Texas
NW FLATS 7-4	Scout Energy Management, LLC	3513935700	Oklahoma	Texas
NW FLATS 9-3	Scout Energy Management, LLC	3513935753	Oklahoma	Texas
NW FLATS 8-9	Scout Energy Management, LLC	3513922413	Oklahoma	Texas
NW FLATS 13-4	Scout Energy Management, LLC	3513922429	Oklahoma	Texas
NW FLATS 9-13	Scout Energy Management, LLC	3513922455	Oklahoma	Texas
NW FLATS 11-3	Scout Energy Management, LLC	3513924443	Oklahoma	Texas
NW FLATS 7-5	Scout Energy Management, LLC	3513924510	Oklahoma	Texas
NW FLATS 11-4	Scout Energy Management, LLC	3513924511	Oklahoma	Texas
NW FLATS 5-3	Scout Energy Management, LLC	1512921087	Kansas	Morton
NW FLATS 9-7	Scout Energy Management, LLC	3513922010	Oklahoma	Texas
NW FLATS 9-16	Scout Energy Management, LLC	3513924504	Oklahoma	Texas
NW FLATS 7-6	Scout Energy Management, LLC	3513924526	Oklahoma	Texas
NW FLATS 7-10	Scout Energy Management, LLC	3513924530	Oklahoma	Texas
NW FLATS 7-7	Scout Energy Management, LLC	3513924523	Oklahoma	Texas
NW FLATS 7-9	Scout Energy Management, LLC	3513924531	Oklahoma	Texas
NW FLATS 9-9	Scout Energy Management, LLC	3513922099	Oklahoma	Texas
NW FLATS 8-10A	Scout Energy Management, LLC	3513922462	Oklahoma	Texas
NW FLATS 8-11	Scout Energy Management, LLC	3513924444	Oklahoma	Texas
NW FLATS 7-8	Scout Energy Management, LLC	3513924524	Oklahoma	Texas
NW FLATS 7-11	Scout Energy Management, LLC	3513924597	Kansas	Osage
NW FLATS 12-1	Scout Energy Management, LLC	3513930062	Oklahoma	Texas
NW FLATS 13-1	Scout Energy Management, LLC	3513930170	Oklahoma	Texas
NW FLATS 8-6	Scout Energy Management, LLC	3513930258	Oklahoma	Texas

<b>Well</b>	<b>Operator</b>	<b>API</b>	<b>State</b>	<b>County</b>
NW FLATS 10-1	Scout Energy Management, LLC	3513935694	Oklahoma	Texas
NW FLATS 9-11	Scout Energy Management, LLC	3513922316	Oklahoma	Texas
NW FLATS 9-12	Scout Energy Management, LLC	3513922332	Oklahoma	Texas
NW FLATS 9-14	Scout Energy Management, LLC	3513924502	Oklahoma	Texas
NW FLATS 9-1	Scout Energy Management, LLC	3513935749	Oklahoma	Texas
NW FLATS 9-2	Scout Energy Management, LLC	3513935751	Oklahoma	Texas
NW FLATS 9-15	Scout Energy Management, LLC	3513924503	Oklahoma	Texas
NW FLATS 9-4	Scout Energy Management, LLC	3513935755	Oklahoma	Texas
NW FLATS 8-1	Scout Energy Management, LLC	3513935773	Oklahoma	Texas
NW FLATS 8-2	Scout Energy Management, LLC	3513935774	Oklahoma	Texas
NW FLATS 8-3	Scout Energy Management, LLC	3513935775	Oklahoma	Texas
NW FLATS 8-4	Scout Energy Management, LLC	3513935776	Oklahoma	Texas
NW FLATS 8-5	Scout Energy Management, LLC	3513935777	Oklahoma	Texas
NW FLATS 11-1	Scout Energy Management, LLC	3513936011	Oklahoma	Texas

**Exhibit "A" Leases**  
**Attached to that certain Assignment Bill of Sale effective dated August 1, 2023 between Scout Energy Group I, LP and Scout Energy Partners I-A, LP as Sellers and Martin's Resources, LLC as Buyer.**

LESSOR	LESSEE	BOOK	PAGE	COUNTY	STATE	S	T	R	Description
MINNIE F BROWN	EDWIN L COX	7/21/1953	301	26	TEXAS	OKLAHOMA	24	6N	11E NE/4
E R BUCK & TRESSIE H BUCK	EDWIN L COX	7/15/1953	301	10	TEXAS	OKLAHOMA	13	6N	11E E/2
DICK G WILLIAMS ET UX	EDWIN L COX	9/4/1953	301	41	TEXAS	OKLAHOMA	13	6N	11E NW/4
EDGAR B WILLIAMS ET UX	EDWIN L COX	7/27/1953	301	40	TEXAS	OKLAHOMA	13	6N	11E SW/4
JOHN E HEATLEY & MARY K HEATLEY	EDWIN L COX	5/21/1957	312	15	TEXAS	OKLAHOMA	24	6N	11E NW/4
VEDA H HOOPINGARNER	THE CARTER OIL COMPANY	12/7/1955	305	577	TEXAS	OKLAHOMA	24	6N	11E NW/4 SE/4
RUTH L SWANSON	STATEX PETROLEUM	11/25/1957	312	363	TEXAS	OKLAHOMA	14	6N	11E NE/4
ESTHER BRODINE	STATEX PETROLEUM	11/25/1957	312	362	TEXAS	OKLAHOMA	14	6N	11E NE/4
USA OKNM 31416	BASIL W REAGEL	9/1/1977	529	335	TEXAS	OKLAHOMA	12	6N	11E LOTS 1 and 2
							18	35S	41W E/2 and NW/4
M F CAVANAUGH ET UX	CITIES SERVICE OIL COMPANY	6/18/1943	10	435	MORTON	KANSAS	19	35S	41W LOT 1
J E HEINTZ	CITIES SERVICE OIL COMPANY	7/15/1943	11	138	MORTON	KANSAS	19	35S	41W LOT 2
FRED M BARNES	JOHN C JOHNSON	3/9/1956	19	367	MORTON	KANSAS	18	35S	41W LOTS 3 and 4, E/2 SW/4
FEDERAL LAND BANK OF WICHITA	JOHN C JOHNSON	3/9/1956	19	423	MORTON	KANSAS	18	35S	41W LOTS 3 and 4, E/2 SW/4
							24	35S	42W LOTS 1 and 2
ROSINA MOTHE	L C SLEEPER	2/4/1954	18	277	MORTON	KANSAS	13	35S	42W W/2 and SE/4

## CONTRACT OPERATING AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2023, but effective as of the 1st day of October, 2023, by and between Formation Resources Field Services LLC, whose address is 18340 se 164thstNewalla, OK, 74857, hereinafter referred to as "OPERATOR", and Martins Resources, LLC, , whose address is 20299 cr 43 Woodward, OK, 73801, hereinafter referred to as "NON-OP".

1. Effective the first day of October, 2023, OPERATOR, as an independent contractor, agrees to operate the wells owned by NON-OP. OPERATOR is to perform such work duties in connection therewith as are customarily performed in the usual course of operating oil and gas wells, to wit: handling joint interest billing, dispersing revenue, managing pumpers, paying production taxes, handling regulatory matters, and any other activity necessary to the operations of oil and gas wells. OPERATOR shall conduct its activities under the Agreement as a reasonably prudent operator, in a good and workmanlike manner with due diligence and dispatch, in accordance with good oilfield practice, and in compliance with applicable law and regulation, but in no event shall it have any liability as Operator to the other party for losses sustained or liabilities incurred except such as may result from gross negligence or willful misconduct.
2. NON-OP shall not be liable for any losses sustained to the property of OPERATOR caused directly or indirectly by Acts of God, fire, storm, flood, explosion, strike, riot, rebellion, insurrection, theft, robbery or any other cause whatsoever unless such other cause is the result of some negligent, willful or malicious act of an employee of NON-OP, in which latter event NON-OP shall be liable for such losses sustained as a result of any such act. This paragraph shall in no way be construed to relieve NON-OP of its obligations as a working interest owner in the wells listed on Exhibit "A".
3. OPERATOR and NON-OP agree that all expenses incurred by OPERATOR in the operations of the wells listed on Exhibit "A", will be borne by NON-OP. OPERATOR will operate the wells on the wells on Exhibit "A" on a breakeven basis. It is the intent of both the OPERATOR and NON-OP that OPERATOR will neither make a profit from the operation of the wells on Exhibit "A", or suffer a loss from its operations of those wells on Exhibit "A". NON-OP and OPERATOR exclude from this agreement the revenue to be derived by both NON-OP and OPERATOR from NON-OP's interest in the wells on Exhibit "A".
4. OPERATOR agrees to carry Workmen's Compensation and Employer's Liability Insurance in such form and amounts as may be necessary so as to cover all liability for any and all claims arising out of the injury, by, or death of OPERATOR and/or OPERATOR's employees resulting from the performance of work hereunder.
5. OPERATOR shall permit NON-OP or its duly authorized representative, at NON-OP's sole risk and cost, full and free access at reasonable times to all operation of every kind and character being conducted for the wells listed on Exhibit "A". Such access rights shall not be exercised in a manner interfering with OPERATOR's conduct of an operations hereunder and shall not obligate OPERATOR to furnish any geologic or geophysical data of an interpretative nature unless the cost of preparation of such interpretative data was charged to the joint account.
6. Either party of this Agreement may terminate this same by giving the other party thirty (30) days written notice to the effect, mailed to such other party at the address above set out.



Such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first day of the calendar month following the expiration of the thirty (30) days after the giving of notice.

7. This Agreement is not assignable by either party in whole or in part without the written consent of the other party thereto. No oral agreement amending, revising or supplementing this contract shall be binding on either party unless reduced to writing and duly executed by both parties.

OPERATOR:

NON-OP

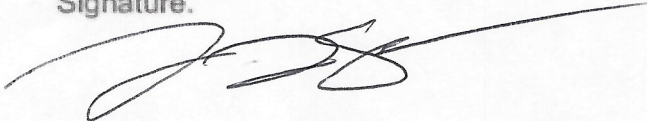
Formation Resources Field Services LLC.

Martin's Resources LLC

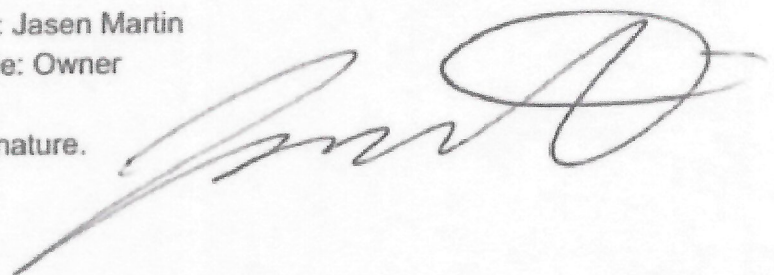
By: Larry Smith.  
Title: Manager.

By: Jasen Martin  
Title: Owner

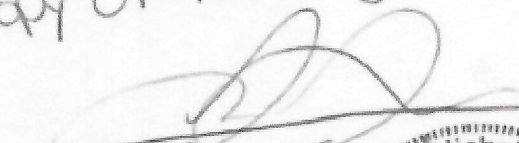
Signature.



Signature.



State of Oklahoma  
County of Woodward  
On this 17<sup>th</sup> day of 2024.  
I certify that the  
Contract Operating Agreement  
document is true and exact  
copy of the original.

  
Notary Public Signature

