

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
April 2019  
Form must be Typed  
Form must be Signed  
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,  
MUST be submitted with this form.

Check applicable boxes:

- Oil Lease: No. of Oil Wells \_\_\_\_\_ \*\*
- Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*
- Gas Gathering System: \_\_\_\_\_
- Saltwater Disposal Well - Permit No.: \_\_\_\_\_  
Spot Location: \_\_\_\_\_ feet from  N /  S Line  
\_\_\_\_\_ feet from  E /  W Line
- Enhanced Recovery Project Permit No.: \_\_\_\_\_  
Entire Project:  Yes  No  
Number of Injection Wells \_\_\_\_\_ \*\*

Field Name: \_\_\_\_\_

**\*\* Side Two Must Be Completed.**

Effective Date of Transfer: \_\_\_\_\_

KS Dept of Revenue Lease No.: \_\_\_\_\_

Lease Name: \_\_\_\_\_

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ R.  E  W

Legal Description of Lease: \_\_\_\_\_

County: \_\_\_\_\_

Production Zone(s): \_\_\_\_\_

Injection Zone(s): \_\_\_\_\_

Surface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Type of Pit:  Emergency  Burn  Settling  Haul-Off  Workover  Drilling

Past Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Past Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

New Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

New Operator's Email: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

\_\_\_\_\_ is acknowledged as  
the new operator and may continue to inject fluids as authorized by

Permit No.: \_\_\_\_\_ . Recommended action: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit

permitted by No.: \_\_\_\_\_ .

Date: \_\_\_\_\_

Authorized Signature

DISTRICT \_\_\_\_\_ EPR \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_

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)
		Circle: FSL/FNL	Circle: 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 AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this “Assignment”) dated May 30, 2024 (the “Closing Date”), but effective from and after 12:01 a.m. on June 1, 2021, local time at the location of the Assets (the “Effective Time”), is between

FOUNDATION ENERGY FUND IV-A, LP, a Delaware limited partnership, FOUNDATION ENERGY FUND IV-B HOLDING, LLC, a Texas limited liability company, and FOUNDATION ENERGY MANAGEMENT, LLC, a Texas limited liability company (“Assignor Operator”),

whose mailing address is 5057 Keller Springs Rd., Suite 650, Addison, Texas 75001 (collectively “Assignor” in the singular and “Assignors” in the plural), and

EDISON OPERATING COMPANY LLC, A Kansas limited liability company, whose mailing address is 8100 East 22nd Street North, North In Building 1900, Wichita, Kansas 67226 (“Assignee”).

Assignors and Assignee are each, individually, referred to herein as a “Party” and, collectively, as the “Parties”.

Capitalized terms used but not defined herein shall have the respective meanings set forth in that certain Purchase Option Agreement dated as of May 29<sup>th</sup>, 2024, by and among Assignors and Assignee (the “Purchase Option Agreement”).

1. Assignment. For Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Assignors do hereby forever GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee, all of Assignors’ right, title and interest in and to the following as of the Effective Time (collectively, the “Assets”), except to the extent constituting Excluded Assets and subject to the overriding royalty interest reservation provided for below:

- (a) all oil and gas wells, including both producing wells and shut-in wells, which are located on lands in Grant, Finney, Hamilton, Kearny and Seward Counties, Kansas, including, but not limited to, the wells described and set forth in Exhibit A attached hereto (which wells are operated by Assignor Operator), and the wells located on lands in Kearny County, Kansas, described and set forth in Exhibit B attached hereto (which wells are operated by third-party operators), and any other wells, if any, servicing any of the foregoing described or referenced wells, such as, by way of example, salt water disposal wells and injection wells (the “Wells”), and all Hydrocarbons produced therefrom or allocated thereto from and after the Effective

Time;

- (b) all oil and gas leases and subleases covering lands in Grant, Finney, Hamilton, Kearny and Seward Counties, Kansas, including the oil and gas leases and subleases, whether currently in force and effect, covering the Wells, including those oil and gas leases and subleases described in Exhibit C attached hereto (the “Leases”), together with any and all other right, title and interest of Seller in and to the leasehold estates created thereby, subject to the terms, conditions, covenants, and obligations set forth in such Leases or in Exhibit C;
- (c) all lands in Grant, Finney, Hamilton, Kearny and Seward Counties, Kansas, including, but not limited to, the lands covered by the Leases and any lands pooled or unitized with the Leases, and including, if not covered by the foregoing, the lands comprising the location of each of the Wells described in Exhibits A and B, and the facilities, Personal Property and Surface Rights servicing or having serviced such Wells (the “Lands”);
- (d) all rights and interests in, under or derived from all communitization, unitization and pooling agreements, declarations, and orders in effect with respect to any of the Lands, Leases or Wells (the “Units”);
- (e) all minerals and royalty interests applicable to the Leases or the Lands;
- (f) to the extent that they may be assigned, transferred or re-issued by Seller (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), all permits, licenses, allowances, water rights, registrations, consents, orders, approvals, variances, authorizations, servitudes, easements, rights-of-way, surface leases, other surface interests and surface rights to the extent appurtenant to or used primarily in connection with the ownership, operation, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons from the Properties (the “Surface Rights”);
- (g) all equipment, machinery, fixtures and other personal, movable and mixed property located on any of the Assets that is used or has been used primarily in connection therewith, including well equipment, casing, tubing, pumps, motors, machinery, platforms, rods, tanks, boilers, fixtures, compression equipment, flowlines, pipelines, gathering systems associated with the Wells, manifolds, processing and separation facilities, pads, structures, materials, and other items primarily used in the operation thereof (the “Personal Property”);
- (h) all pipelines and gathering systems located on the Lands owned by Assignors, in whole or in part, servicing the Leases, Wells and Units;
- (i) all surface fee interests and surface deeds in and to the Lands (collectively, “Surface Fee Interests”);
- (j) to the extent assignable (with consent, if applicable, but without the payment of any

fee unless Buyer agrees in writing to pay such fee), all Applicable Contracts and all rights thereunder insofar as and only to the extent relating to the Assets;

- (k) all Imbalances;
- (l) originals (if available, and otherwise copies) and copies in digital form (if available) of all of the books, files, records, information and data, whether written or electronically stored, primarily relating to the Assets in Seller's possession, including: (i) land and title records (including prospect files, maps, lease records, abstracts of title, title opinions and title curative documents); (ii) Applicable Contract files; (iii) operations, environmental, production, and accounting records; (iv) facility and well records; and (v) to the extent assignable (with consent, if applicable, but without the payment of any fee unless Buyer agrees in writing to pay such fee), geological and seismic data (excluding interpretive data) (collectively, "Records");
- (m) all Hydrocarbons in storage or existing in stock tanks, pipelines, or plants (including inventory) from the Properties or any of the Assets;
- (n) To the extent that any of the foregoing are used or relate to both the Assets and certain of the Excluded Assets, such as, by way of example but not in limitation, ingress and egress rights and road and pipeline easements, such assets or rights shall be jointly owned by Seller, as part of the Excluded Assets, and by Buyer, as part of the Assets; and
- (o) Any and all claims, causes of action, demands, indemnity rights, and/or rights of contribution against Third Parties arising out of, related or attributable, to the Assumed Liabilities.

EXCEPTING AND RESERVING unto Assignors, however, in all such instances, all of Assignors' right, title, and interest in and to the following (collectively, the "Excluded Assets"): (a) all of each Assignor's corporate minute books, financial records and other business records that relate to such Assignor's business generally (including the ownership and operation of the Assets); (b) except to the extent related to any Assumed Liabilities, all trade credits, all accounts, all receivables of each Assignor and all other proceeds, income or revenues of such Assignor attributable to the Assets that are attributable to any period of time prior to the Effective Time; (c) except to the extent related to any Assumed Liabilities, all claims and causes of action of each Assignor that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (d) except to the extent related to any Assumed Liabilities, all rights and interests of Assignors (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property; (e) each Assignor's rights with respect to all Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time; (f) all claims of each Assignor for refunds of, rights to receive funds from any Governmental Body, or loss carry forwards or credits with respect to, (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Time, (ii) Income Taxes paid or economically borne by Assignors, or (iii) any Taxes attributable to the Excluded Assets; (g) all

information technology assets owned by Assignors or their Affiliates (other than the production related IT Equipment), including all desktop computers, laptop computers, servers, networking equipment and any associated peripherals and other computer hardware, or computer software and telephone equipment; (h) all rights, benefits and releases of Assignors or their Affiliates under or with respect to any Contract that are attributable to periods of time prior to the Closing; (i) all of each Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (j) all documents and instruments of each Assignor that may be protected by an attorney-client privilege or any attorney work product doctrine (save and except opinions of title, for which any attorney-client privilege is waived); (k) all data that cannot be disclosed to Assignee as a result of confidentiality arrangements with Third Parties under existing agreements, unless such Third Party waives such confidentiality restrictions in writing upon reasonable request of Assignors or such existing agreements were validly assigned to Assignee at Closing pursuant to the Purchase Option Agreement; (l) all audit rights or obligations of each Assignor for which the Assignor bears responsibility arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances assumed by Assignee; (m) each Assignor's interpretations of any geophysical or other seismic and related technical data and information relating to the Assets; (n) documents prepared or received by each Assignor with respect to (i) lists of prospective purchasers for such transactions compiled by each Assignor, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by Assignors of any bids submitted by any prospective purchaser, (iv) correspondence between or among Assignors, their Representatives, and any prospective purchaser other than Assignee, and (v) correspondence between Assignors or their Representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated under the Purchase Option Agreement; (o) any offices and office leases owned by Assignors and any personal property owned by Assignors and located in or on such offices or office leases; (p) any fee simple surface estate owned by Assignors; (q) any fee mineral interests owned by Assignors in any lands other than the Lands; (r) any Contracts owned by Assignors that constitute master services agreements or similar contracts; (s) any Hedge Contracts entered by or binding on Assignors; (t) any Debt Contracts entered by or binding on Assignors; (u) any of Assignors' assets other than the Assets; (v) any Applicable Contract, Records or production related IT equipment of an Assignor with respect to which a change in ownership in connection with an Asset sale is prohibited or subject to payment of a fee or other consideration (except to the extent such consent has been obtained and/or Assignee agrees in writing to pay such fee); (w) All claims of Assignors, or any of them, asserted in, or arising from the facts covered by, that certain lawsuit styled *Foundation Energy Fund IV-A, LP, et al, v. American Warrior, Inc., et al*, pending in 25<sup>th</sup> Judicial District Court, Kearney County, Kansas, at Case No. 2019-CV-000011; and (x) the Recovery Agreement entered between Black Stone Minerals Company, L.P., Entech Enterprises, Inc., Foundation Energy Fund IV-A, LP and Foundation Fund IV-B Holding, LLC, covering and pertaining to the lawsuit styled *Foundation Energy Fund IV-A, LP, et al, v. American Warrior, Inc., et al*, pending in 25<sup>th</sup> Judicial District Court, Kearney County, Kansas, at Case No. 2019-CV-000011, and the net profits interest created in that certain Farmout Agreement dated September 8, 1970, between Excelsior Oil Corporation and Petroleum Exploration, Inc., referenced of record in Assignment of Oil and Gas Leases recorded in Book 43, Page 303, Register of Deeds of Kearney County, Kansas, and all rights of Foundation Energy Fund IV-A, LP and Foundation Fund IV-B Holding, LLC under such Recovery Agreement.

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns, forever, subject, however, to the covenants, terms and conditions set forth herein and in the Purchase Option Agreement.

2. Effective Time. This Assignment is effective as of the Effective Time for all purposes expressly stated in this Assignment (other than transfer of title), including (i) apportionments of revenue, expenses, and production and (ii) assumptions of certain obligations, regardless of the Closing Date. Title to the Assets transfers on the Closing Date.

3. Assumed Liabilities. Without limiting Assignee's rights to defense and indemnity under the Purchase Option Agreement, and subject to the other limitations set forth in the Purchase Option Agreement, Assignee hereby assumes and agrees to fulfill, perform, pay, and discharge (or cause to be fulfilled, performed, paid or discharged) all of the Assumed Liabilities.

Assignee acknowledges that: (i) the Assets have been used in connection with the exploration for, and the development, production, treatment, and transportation of, Hydrocarbons; (ii) spills of wastes, Hydrocarbons, produced water, Hazardous Materials, and other materials and substances may have occurred in the past or in connection with the Assets; (iii) there is a possibility that there are currently unknown, abandoned wells, plugged wells, pipelines, and other equipment on or underneath the property underlying the Assets; (iv) the Shut-In Wells, or any number of them, may have no further economic life, and may be in need of plugging, abandonment, and restoration of the surface; (v) it is the intent of the Parties that all liability of Assignors associated with the matters described in the preceding clauses (i) through (iv), as well as any responsibility and liability of Assignors to decommission, plug, or replug such wells (including the Wells) in accordance with all Legal Requirements and requirements of Governmental Bodies be passed to Assignee whether arising prior to, at, or after the Effective Time and that Assignee shall assume all responsibility and liability of Assignors for such matters and all claims and demands related thereto; (vi) the Assets may contain asbestos, Hazardous Materials, or NORM; (vii) NORM may affix or attach itself to the inside of wells, materials, and equipment as scale or in other forms; (viii) special procedures may be required for remediating, removing, transporting, and disposing of asbestos, NORM, Hazardous Materials, and other materials from the Assets; (ix) Shut-In Wells may be in need of plugging, abandonment and restoration of the surface; (x) Shut-In Wells may not be in regulatory compliance; and (xi) Leases covering Shut-In Wells may no longer be in force and effect for exploration and production. From and after the Closing, regardless of whether arising prior to, at, or after the Effective Time, subject to Assignors' indemnity obligations in the Purchase Option Agreement (subject to the limitations and restrictions therein related thereto), Assignee shall assume, with respect to the Assets, all of Assignee's responsibility and liability for any assessment, remediation, removal, transportation, and disposal of these materials and associated activities in accordance with all Legal Requirements and requirements of Governmental Bodies.

4. Disclaimers. **EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE OPTION AGREEMENT, ASSIGNORS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT, OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE (INCLUDING ANY OPINION, INFORMATION, OR**



**ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE OR ITS AFFILIATES OR REPRESENTATIVES BY ANY AFFILIATES OR REPRESENTATIVES OF ASSIGNORS OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, ASSIGNORS' COUNSEL, OR ANY OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF ASSIGNORS). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE OPTION AGREEMENT OR HEREIN, ASSIGNORS EXPRESSLY DISCLAIM AND NEGATE ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (I) THE TITLE TO ANY OF THE ASSETS, (II) THE CONDITION OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS," (III) ANY INFRINGEMENT BY ASSIGNORS OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (IV) ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ANY OF THE ASSIGNORS (INCLUDING THE EXISTENCE OR EXTENT OF HYDROCARBONS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL HYDROCARBON PRODUCTION AFTER THE CLOSING), (V) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS AND (VI) THE PRESENCE OR ABSENCE OF ASBESTOS, NORM, OR OTHER WASTES OR HAZARDOUS MATERIALS IN OR ON THE ASSETS IN QUANTITIES TYPICAL FOR OILFIELD OPERATIONS IN THE AREA WHERE THE ASSETS ARE LOCATED.**

5. Further Assurances. This Assignment covers all of Assignors' right, title and interest in and to Leases and Wells, whether the Leases and Wells are described, or correctly described, in Exhibits A, B and C. Assignors and Assignee agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other Party for carrying out the purposes of this Assignment.

6. Purchase Option Agreement. This Assignment is delivered pursuant to, and is hereby made subject to, the terms and conditions of the Purchase Option Agreement, which agreement continues in force and effect after the execution and delivery of this Assignment. In the event that any provision of this Assignment is construed to conflict with any provision of the Purchase Option Agreement, the provisions of the Purchase Option Agreement shall be deemed controlling to the extent of such conflict.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignors and their respective successors and assigns.

8. Recordation. To facilitate recordation, there may be omitted from the Exhibits to certain counterparts of this Assignment descriptions of property located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be filed or recorded.

9. No Multiple Conveyances. Assignors and Assignee acknowledge and agree that they may be required to execute separate deed and assignments covering certain of the Assets conveyed hereby on forms approved by Governmental Authorities or other Persons to effect the conveyances of such Assets. Any such separate deed or assignment (a) shall evidence this Assignment and conveyance of the applicable Assets herein made and shall not constitute any additional conveyance of any of the Assets, (b) is not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment or the Purchase Option Agreement and is not intended to create, and shall not create, any additional representations, warranties or covenants of or by any Assignors or Assignee, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate deed or assignment.

10. Governing Law and Resolution of Disputes. This Assignment and any claim, controversy or dispute based upon, arising out of or relating to this Assignment, or the negotiation, execution or performance of this Assignment is governed by and interpreted in accordance with the laws of the State of Kansas, excluding any conflicts of law rule or principle that might refer construction of such provisions to the laws of another jurisdiction; *provided, however*, that any matters related to real property shall be governed by the laws of the state where such real property is located. The provisions of Section 9.07 of the Purchase Option Agreement shall govern the resolution of any dispute between the Parties that may be based upon, arise out of, or relate to this Assignment, or the negotiation, execution, or performance of this Assignment.

11. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original of this Assignment, and which together will constitute one and the same instrument; provided that no Party is bound to this Assignment unless and until all Parties have executed and delivered a counterpart. For purposes of assembling all counterparts into one document, Assignors are authorized to detach the signature page from one or more counterparts and, after signature by the respective Party, attach each signed signature page to a counterpart.

*[ Signature and acknowledgement pages follow ]*

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Assignment as of the date set forth in the respective acknowledgements below, to be effective as of the Effective Time.

**ASSIGNORS:**

**FOUNDATION ENERGY FUND IV-A, LP  
FOUNDATION ENERGY FUND IV-B HOLDING, LLC**

BY: Foundation Energy Management, LLC,  
Sole Manager

By: [Signature]  
Andy Fendley  
Vice President, Business Development

**FOUNDATION ENERGY MANAGEMENT, LLC**

By: [Signature]  
Andy Fendley  
Vice President, Business Development

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

This instrument was acknowledged before me this 30<sup>th</sup> day of May, 2024, by Andy Fendley, as Vice President, Business Development, of FOUNDATION ENERGY MANAGEMENT, LLC, a Texas limited liability company, on behalf of said entity.



Steve Kanaly  
Notary Public, State of ~~Colorado~~ **TEXAS**

My commission expires: 10/20/2026

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

This instrument was acknowledged before me this 30<sup>th</sup> day of May, 2024, by Andy Fendely, as Vice President of Business Development of FOUNDATION ENERGY MANAGEMENT, LLC, a Texas limited liability company, as sole Manager for FOUNDATION ENERGY FUND IV-A, LP, a Delaware limited partnership, FOUNDATION ENERGY FUND IV-B HOLDING, LLC, a Texas limited liability company, on behalf of said entities.



Sheila Hilburn  
Notary Public, State of ~~Colorado~~ Texas

My commission expires: 9/30/25

**ASSIGNEE:**

EDISON OPERATING COMPANY LLC

BY:

  
David G. Withrow, Manager

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this 30<sup>th</sup> day of May, 2024, by David g. Withrow, as Manager of EDISON OPERATING COMPANY LLC, on behalf of said entity.



  
Notary Public, State of ~~Colorado~~ Texas

My commission expires: 9/30/25

EXHIBIT A- OPERATED WELLS

Name	API	State	County	SEC	TWN	RNG	Operator
ADAMS 1-2	1509320409	KS	KEARNY	14	24S	38W	FOUNDATION ENERGY MANAGEMENT, LLC
BLACK 1-15	1517520255	KS	SEWARD	15	34S	31W	FOUNDATION ENERGY MANAGEMENT, LLC
BLACK 2-15	1517521872	KS	SEWARD	15	34S	31W	FOUNDATION ENERGY MANAGEMENT, LLC
BLACK 3-15	1517522181	KS	SEWARD	15	34S	31W	FOUNDATION ENERGY MANAGEMENT, LLC
BLACK 'A' 1	1517520493	KS	SEWARD	10	34S	31W	FOUNDATION ENERGY MANAGEMENT, LLC
BUCK 1-2	1509320623	KS	KEARNY	15	23S	38W	FOUNDATION ENERGY MANAGEMENT, LLC
BURNETT 1-2	1509320666	KS	KEARNY	13	23S	37W	FOUNDATION ENERGY MANAGEMENT, LLC
CAMPBELL 12-2	1509320688	KS	KEARNY	8	25S	35W	FOUNDATION ENERGY MANAGEMENT, LLC
CAMPBELL 13-2	1509320421	KS	KEARNY	24	24S	36W	FOUNDATION ENERGY MANAGEMENT, LLC
CAMPBELL 14-2	1509320690	KS	KEARNY	20	25S	35W	FOUNDATION ENERGY MANAGEMENT, LLC
CAMPBELL 5-2	1509320585	KS	KEARNY	19	24S	35W	FOUNDATION ENERGY MANAGEMENT, LLC
CAMPBELL 6-2	1509320501	KS	KEARNY	17	25S	35W	FOUNDATION ENERGY MANAGEMENT, LLC
CAMPBELL 8-2	1509320377	KS	KEARNY	24	25S	36W	FOUNDATION ENERGY MANAGEMENT, LLC

EXHIBIT A- OPERATED WELLS

Name	API	State	County	SEC	TWN	RNG	Operator
CAMPBELL 9-2	1509320530	KS	KEARNY	29	25S	35W	FOUNDATION ENERGY MANAGEMENT, LLC
CAMPBELL 'A' 3-2	1509320408	KS	KEARNY	19	25S	35W	FOUNDATION ENERGY MANAGEMENT, LLC
CONKLIN 1-2	1509320646	KS	KEARNY	7	23S	36W	FOUNDATION ENERGY MANAGEMENT, LLC
ROBERT DAVIES 1-12	1517500044	KS	SEWARD	12	34S	32W	FOUNDATION ENERGY MANAGEMENT, LLC
GOOD 1-16	1517520256	KS	SEWARD	16	34S	31W	FOUNDATION ENERGY MANAGEMENT, LLC
GOOD 2-16	1517521880	KS	SEWARD	16	34S	31W	FOUNDATION ENERGY MANAGEMENT, LLC
J. GRABER 1-2	1509320565	KS	KEARNY	7	24S	37W	FOUNDATION ENERGY MANAGEMENT, LLC
J. GRABER 3	1509320759	KS	KEARNY	7	24S	37W	FOUNDATION ENERGY MANAGEMENT, LLC
HAYS 2-9	1517521932	KS	SEWARD	9	34S	31W	FOUNDATION ENERGY MANAGEMENT, LLC
HITTLE 1	1517520146	KS	SEWARD	27	34S	32W	FOUNDATION ENERGY MANAGEMENT, LLC
HUTCHINSON NATIONAL BANK & TRUST 1-17	1517520122	KS	SEWARD	17	34S	31W	FOUNDATION ENERGY MANAGEMENT, LLC
KEATING 2-14	1517521893	KS	SEWARD	14	34S	31W	FOUNDATION ENERGY MANAGEMENT, LLC
KROFF 1-2	1509320749	KS	KEARNY	26	23S	37W	FOUNDATION ENERGY MANAGEMENT, LLC

EXHIBIT A- OPERATED WELLS

Name	API	State	County	SEC	TWN	RNG	Operator
KROPP 1-2	1509320410	KS	KEARNY	8	24S	37W	FOUNDATION ENERGY MANAGEMENT, LLC
LAYMAN 4-2	1505520400	KS	FINNEY	36	24S	34W	FOUNDATION ENERGY MANAGEMENT, LLC
LEE 12-2	1509320693	KS	KEARNY	10	26S	36W	FOUNDATION ENERGY MANAGEMENT, LLC
LEE 24-2	1509320576	KS	KEARNY	9	26S	36W	FOUNDATION ENERGY MANAGEMENT, LLC
LEE 26-2	1509320692	KS	KEARNY	4	26S	36W	FOUNDATION ENERGY MANAGEMENT, LLC
M. GRABER 1-2	1509320591	KS	KEARNY	18	24S	37W	FOUNDATION ENERGY MANAGEMENT, LLC
MASONIC HOME 1-2	1509320641	KS	KEARNY	1	26S	36W	FOUNDATION ENERGY MANAGEMENT, LLC
MASONIC HOME 2-2	1509320640	KS	KEARNY	6	26S	35W	FOUNDATION ENERGY MANAGEMENT, LLC
MASONIC HOME 'B' 5	1509300746	KS	KEARNY	34	25S	36W	FOUNDATION ENERGY MANAGEMENT, LLC
MASONIC HOME 6-2	1509320642	KS	KEARNY	2	26S	36W	FOUNDATION ENERGY MANAGEMENT, LLC
MCDOWELL 1-2X	1509320449	KS	KEARNY	16	24S	36W	FOUNDATION ENERGY MANAGEMENT, LLC
MCKEY 1-2	1509320618	KS	KEARNY	34	24S	35W	FOUNDATION ENERGY MANAGEMENT, LLC
MEYER 1-2	1506720563	KS	GRANT	9	27S	35W	FOUNDATION ENERGY MANAGEMENT, LLC



EXHIBIT A- OPERATED WELLS

Name	API	State	County	SEC	TWN	RNG	Operator
MEYER 2-2	1506720511	KS	GRANT	17	27S	35W	FOUNDATION ENERGY MANAGEMENT, LLC
MILES 1-2	1509320428	KS	KEARNY	11	24S	38W	FOUNDATION ENERGY MANAGEMENT, LLC
MILES 2-2	1509320566	KS	KEARNY	36	23S	38W	FOUNDATION ENERGY MANAGEMENT, LLC
MITCHELL 1	1517510199	KS	SEWARD	33	34S	32W	FOUNDATION ENERGY MANAGEMENT, LLC
MONNICH 1-2	1507520308	KS	HAMILTON	13	24S	39W	FOUNDATION ENERGY MANAGEMENT, LLC
MORRIS 1-2	1509320528	KS	KEARNY	29	24S	35W	FOUNDATION ENERGY MANAGEMENT, LLC
MOYLE 1-2	1507520258	KS	HAMILTON	35	25S	39W	FOUNDATION ENERGY MANAGEMENT, LLC
NEIBUHR 1-2	1509320674	KS	KEARNY	33	23S	38W	FOUNDATION ENERGY MANAGEMENT, LLC
O'LAUGHLIN 1-2	1509320455	KS	KEARNY	12	25S	36W	FOUNDATION ENERGY MANAGEMENT, LLC
RITCHEY 1-2	1509320546	KS	KEARNY	32	24S	35W	FOUNDATION ENERGY MANAGEMENT, LLC
RODERICK 1-2	1509320422	KS	KEARNY	36	24S	36W	FOUNDATION ENERGY MANAGEMENT, LLC
SAYLER 1-2	1509320445	KS	KEARNY	33	23S	37W	FOUNDATION ENERGY MANAGEMENT, LLC
SAUER 1-2	1509320670	KS	KEARNY	27	23S	37W	FOUNDATION ENERGY MANAGEMENT, LLC

EXHIBIT A- OPERATED WELLS

Name	API	State	County	SEC	TWN	RNG	Operator
SAUER 'B' 2	1509320593	KS	KEARNY	15	23S	37W	FOUNDATION ENERGY MANAGEMENT, LLC
SHELL 1-2	1509320456	KS	KEARNY	26	24S	37W	FOUNDATION ENERGY MANAGEMENT, LLC
SINGLETON 1-2	1509320563	KS	KEARNY	30	24S	35W	FOUNDATION ENERGY MANAGEMENT, LLC
STONE 1-2	1505520377	KS	FINNEY	9	24S	34W	FOUNDATION ENERGY MANAGEMENT, LLC
TATE 4-2	1509320697	KS	KEARNY	11	26S	36W	FOUNDATION ENERGY MANAGEMENT, LLC
TATE 5-2	1509320638	KS	KEARNY	12	26S	36W	FOUNDATION ENERGY MANAGEMENT, LLC
TATE 6-2	1509320411	KS	KEARNY	18	26S	35W	FOUNDATION ENERGY MANAGEMENT, LLC
TATE 7-2	1509320669	KS	KEARNY	7	26S	35W	FOUNDATION ENERGY MANAGEMENT, LLC
THOMAS 1-2	1505520406	KS	FINNEY	6	26S	33W	FOUNDATION ENERGY MANAGEMENT, LLC
THORPE 1-2	1509320508	KS	KEARNY	3	25S	36W	FOUNDATION ENERGY MANAGEMENT, LLC
D. TURNER 1-2	1509320594	KS	KEARNY	21	24S	38W	FOUNDATION ENERGY MANAGEMENT, LLC
WALTERS 1-2	1509320625	KS	KEARNY	20	24S	35W	FOUNDATION ENERGY MANAGEMENT, LLC
WHITE 1	1517520430	KS	SEWARD	22	34S	31W	FOUNDATION ENERGY MANAGEMENT, LLC

EXHIBIT A- OPERATED WELLS

Name	API	State	County	SEC	TWN	RNG	Operator
WIATT 1-2	1509320671	KS	KEARNY	24	24S	38W	FOUNDATION ENERGY MANAGEMENT, LLC
YATES 1-2	1509320621	KS	KEARNY	27	23S	38W	FOUNDATION ENERGY MANAGEMENT, LLC
YORK 'A' 1	1517510156	KS	SEWARD	27	34S	31W	FOUNDATION ENERGY MANAGEMENT, LLC

**LAYMAN 4-2\_Kansas Surface Owner Notification Act - Exhibit "B"**

<b>Well</b>	<b>County</b>	<b><u>SPOT</u></b>	<b><u>S</u></b>	<b><u>I</u></b>	<b><u>R</u></b>	<b><u>Parcel</u></b>	<b><u>Owner</u></b>	<b><u>Address</u></b>	<b><u>City</u></b>	<b><u>ST</u></b>	<b><u>Zip</u></b>
LAYMAN 4-2	FINNEY	ALL	36	24S	34W	028-257-36-0-00-00-001.00-0	FLJ VENTURE GROUP LLC	1937 Canyonpoint Ln Castle P	Castle Pines	CO	80108

**EXHIBIT A**  
**LEASES**

Attached to and made a part of that ABOS between Foundation Energy Fund IV-A, L.P., et al, as Seller and Edison Operating Company, LLC, as Purchaser, dated effective June 1,

2024

	<b>Lessor Name</b>	<b>Lessee Name</b>	<b>Lease Date</b>	<b>State</b>	<b>County</b>	<b>Book</b>	<b>Page</b>	<b>TWN</b>	<b>RNG</b>	<b>SEC</b>	<b>DESCRIPTION</b>	<b>WELL</b>	<b>UNIT</b>
1	ANNA M STANLEY ETAL	NORTHERN NATURAL GAS CO	06/08/1946	KS	FINNEY	15	378	26S	33W	6	LOTS 3-5, SENW	THOMAS 1-2	25/510
2	LEON E THOMAS	WILLIAM S MILLENER	02/24/1948	KS	FINNEY	19	255	26S	33W	5	S2		S/2 5, N/2
3	LEON E THOMAS	WILLIAM S MILLENER	02/24/1948	KS	FINNEY	19	255	26S	33W	6	LOTS 1-2, S2NE		6
1	OLIVE C STONE ET AL	JOE E DENHAM	05/21/1943	KS	FINNEY	12	306	24S	34W	9	ALL	STONE 1-2	15/546 ALL
1	IDA BELL LAYMAN ET AL	BW HILGARD	3/27/1937	KS	FINNEY	10	218	24S	34W	36	ALL	LAYMAN 4-2	NONE