

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

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

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

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

Check applicable boxes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Oil / Gas Purchaser: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_ is acknowledged as  
the new operator and may continue to inject fluids as authorized by  
Permit No.: \_\_\_\_\_. Recommended action: \_\_\_\_\_

Date: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit  
permitted by No.: \_\_\_\_\_.

Date: \_\_\_\_\_  
Authorized Signature

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



KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2021

Form Must Be Typed

Form must be Signed

All blanks must be Filled

**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

*This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.*

Select the corresponding form being filed:  C-1 (Intent)  CB-1 (Cathodic Protection Borehole Intent)  T-1 (Transfer)  CP-1 (Plugging Application)

OPERATOR: License # \_\_\_\_\_

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

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

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

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Well Location:

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West

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

Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*

**Surface Owner Information:**

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

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

*When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.*

*If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.*

**Select one of the following:**

- I certify that, pursuant to the Kansas Surface Owner Notice Act (see Chapter 55 of the Kansas Statutes Annotated), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: \_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_ Title: \_\_\_\_\_



(e) all equipment, machinery, fixtures, and other personal property associated with or currently or formerly used in connection with the Subject Interests or in connection with the production, treatment, compression, gathering, transportation, sale, or disposal of Hydrocarbons produced from or attributable to the Subject Interests, and any water, byproducts or waste produced therefrom or therewith or otherwise attributable thereto, and all wellhead equipment, pumps, pumping units, flowlines, gathering systems, pipe, tanks, treatment facilities, injection facilities, electrical poles, electrical facilities, electrical equipment, disposal facilities, compression facilities and other materials, associated with or used in connection with the Subject Interests and the other matters described in this definition of Assets;

(f) all surface interests in the Lands and, to the extent assignable: (i) all easements, rights-of-way, servitudes, surface leases, surface use agreements and other rights or agreements related to the use of the surface and subsurface, in each case to the extent currently or formerly used in connection with the operation of the Subject Interests; (ii) all contracts, agreements, drilling contracts, equipment leases, production sales and marketing contracts, farmout and farmin agreements, operating agreements, service agreements, unit agreements, gas gathering and transportation agreements and other contracts, agreements and arrangements, associated with or relating to the Subject Interests, and (iii) equipment leases and rental contracts, service agreements, supply agreements and other contracts, agreements and arrangements associated with or relating to the Subject Interests, in each case including, but not limited to those described in Exhibit A-3 to the Letter Agreement (as hereinafter defined) (to the extent assignable, the agreements identified in clauses (i), (ii) and (iii) above being, collectively, the "Contracts");

(g) all permits, licenses, franchises, consents, approvals and other similar rights and privileges, in each case to the extent (i) used in connection with the operation of the Subject Interests and (ii) assignable by Assignor to Assignee; and

(h) all books, records, files, and databases; all maps and well logs and data; geophysical, seismic and similar data, including all interpretations and derivatives thereof; and muniments of title, title reports, title opinions and similar documents and materials, in each case to the extent (i) relating to the other matters described in the definition of Assets and (ii) in the possession or control of Assignor or its affiliates;

provided, however, that the Assets shall not include the Excluded Assets (as hereinafter defined).

TO HAVE AND TO HOLD the Assigned Interest, together with all and singular rights, privileges, hereditaments and appurtenances thereunto unto Assignee and to its successors and assigns, forever, subject to the following:

1.02 **Excluded Assets.** Notwithstanding anything in this Assignment to the contrary, the Assets shall not include, and there is excepted, reserved and excluded from this Assignment, the following excluded properties, rights and interests (collectively, the "Excluded Assets"):

(a) (i) all corporate-level corporate, financial, tax and legal records of Assignor that relate to Assignor's business generally (whether or not relating to the Assets), (ii) any records to the extent disclosure or transfer is restricted by any third party license agreement, other third party agreement or applicable Law, (iii) computer software, (iv) corporate-level legal records and legal files of Assignor and all other work product of and attorney-client communications with any of Assignor's legal counsel (other than copies of title opinions), (v) personnel records, (vi) records relating to the sale of the Assets, including bids received from and records of negotiations with third parties, and (vii) any records with respect to the other Excluded Assets;

(b) all claims and causes of action of Assignor or any of its affiliates arising under or with respect to any Contract that are attributable to the period of time prior to the Effective Time (including claims for adjustments or refunds);

(c) all rights and interests of Assignor or its affiliates (i) under any policy or agreement of insurance or indemnity agreement, (ii) under any bond and (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property prior to the Effective Time;

(d) any taxes, tax refunds or tax carry-forward amounts attributable to the Assets prior to the Effective Time or to Assignor's businesses generally;

(e) all geophysical and other seismic and related technical data and information relating to the Assets to the extent that such geophysical and other seismic and related technical data and information is not transferable without payment of a fee or other penalty; provided that such data and information shall be assigned to Assignee with payment by Assignor of any applicable fee(s); and

(f) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property.

## ARTICLE II WARRANTY AND DISCLAIMERS

2.01 **Special Warranty of Defensible Title.** This Assignment is made without representation or warranty of title, express or implied, except that, until the first anniversary of the Effective Time, Assignor specially warrants and agrees to defend Defensible Title to the Subject Interests included in the Assigned Interest against the lawful claims and demands of all Persons claiming the same, or any part thereof, but limited to claims arising by, through, or under Assignor but not otherwise (the "Special Warranty"). Assignor assigns and grants to Assignee all rights, claims and causes of action under title or warranties of title given or made by Assignor's predecessors in interest with respect to the Subject Interests included in the Assigned Interest, and Assignee is specifically subrogated to all rights which Assignor may have against such predecessors in interest with respect to such Subject Interests, in each case to the extent Assignor may legally transfer such rights, claims and causes of action and grant such subrogation.

### 2.02 **Disclaimers.**

(a) **EXCEPT FOR THE SPECIAL WARRANTY AND EXCEPT AS SET FORTH IN SECTIONS 6 AND 7 OF THE LETTER AGREEMENT: (I) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ANY MEMBER OF BUYER GROUP (INCLUDING WITHOUT LIMITATION ANY OPINION, INFORMATION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY MEMBER OF THE SELLER GROUP).**

(b) **EXCEPT FOR THE SPECIAL WARRANTY, EXCEPT AS SET FORTH IN SECTIONS 6 AND 7 OF THE LETTER AGREEMENT AND WITHOUT LIMITING THE GENERALITY OF SECTION 2.02(A), ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, ORAL OR WRITTEN, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY**

REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE PRODUCTION OF PETROLEUM SUBSTANCES FROM THE ASSETS, OR WHETHER PRODUCTION HAS BEEN CONTINUOUS OR IN PAYING QUANTITIES, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS OR (VII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO THE BUYER GROUP IN CONNECTION WITH THIS ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE EQUIPMENT AND OTHER TANGIBLE PROPERTY TRANSFERRED HEREUNDER IN ITS PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS, AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

(c) ASSIGNOR HAS NOT AND WILL NOT MAKE (AND HEREBY DISCLAIMS) ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS AND LAWS RELATING TO THE PROTECTION OF NATURAL RESOURCES, ENVIRONMENTAL LIABILITIES, THE RELEASE OF HAZARDOUS SUBSTANCES, HYDROCARBONS OR NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM") INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS ASSIGNMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND ASSIGNEE SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

(d) ASSIGNEE ACKNOWLEDGES THAT (I) THE ASSETS HAVE BEEN USED FOR EXPLORATION, DEVELOPMENT AND PRODUCTION OF HYDROCARBONS AND THERE MAY BE PETROLEUM, PRODUCED WATER, WASTE, OR OTHER SUBSTANCES OR MATERIALS LOCATED IN, ON OR UNDER THE SUBJECT INTERESTS OR ASSOCIATED WITH THE ASSETS, (II) EQUIPMENT AND SITES INCLUDED IN THE ASSETS MAY CONTAIN ASBESTOS, NORM OR OTHER HAZARDOUS SUBSTANCES, (III) NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS AND EQUIPMENT AS SCALE, OR IN OTHER FORMS, (IV) THE WELLS, MATERIALS AND EQUIPMENT LOCATED ON THE SUBJECT INTERESTS OR INCLUDED IN THE ASSETS MAY CONTAIN NORM AND OTHER WASTES OR HAZARDOUS SUBSTANCES, (V) NORM CONTAINING MATERIAL AND/OR OTHER WASTES OR HAZARDOUS SUBSTANCES MAY HAVE COME IN CONTACT WITH VARIOUS ENVIRONMENTAL MEDIA, INCLUDING WATER, SOILS OR SEDIMENT, AND (VI) SPECIAL PROCEDURES MAY BE REQUIRED FOR THE ASSESSMENT, REMEDIATION, REMOVAL,

**TRANSPORTATION OR DISPOSAL OF ENVIRONMENTAL MEDIA, WASTES, ASBESTOS, NORM AND OTHER HAZARDOUS SUBSTANCES FROM THE ASSETS.**

(e) **ASSIGNOR ACKNOWLEDGES AND AGREES THAT (I) THE FOREGOING DISCLAIMERS ARE THE RESULT OF ARM'S-LENGTH NEGOTIATION, (II) ASSIGNOR IS SOPHISTICATED AND KNOWLEDGEABLE ABOUT THE OIL AND GAS BUSINESS AND OF THE USUAL AND CUSTOMARY PRACTICES OF OIL AND GAS PRODUCERS, INCLUDING THOSE IN THE AREAS WHERE THE ASSETS ARE LOCATED, (III) ASSIGNOR WAS REPRESENTED BY COUNSEL, AND (IV) IN MAKING THE DECISION TO ENTER INTO THIS ASSIGNMENT, ASSIGNEE HAS RELIED SOLELY ON THE BASIS OF ITS OWN INDEPENDENT DUE DILIGENCE INVESTIGATION OF THE ASSETS AND THE TERMS AND CONDITIONS OF THIS ASSIGNMENT.**

### **ARTICLE III MISCELLANEOUS**

3.01 **Subject to Letter Agreement.** This Assignment is subject to and delivered pursuant to the terms of that certain letter agreement, dated May 6, 2024, by and between Assignor and Assignee (the "**Letter Agreement**"), and nothing in this Assignment shall operate to limit, release, or impair any of Assignor's or Assignee's respective rights, obligations, remedies, or indemnities in the Letter Agreement. Capitalized terms used in this Assignment but not otherwise defined shall have the meanings given to such terms in the Letter Agreement. To the extent the terms and provisions of this Assignment conflict, or are inconsistent, with the terms and provisions of the Letter Agreement, the terms and provisions of the Letter Agreement shall control; *provided, however*, that third parties may conclusively rely on this Assignment to vest title in the Assigned Interest in Assignee. This Assignment is intended to convey all of the Assigned Interest to Assignee pursuant to, and in accordance with, the Letter Agreement.

3.02 **Construction.** The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment.

3.03 **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

3.04 **Counterparts.** This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each Party that executes the same whether or not all of such Parties execute the same counterpart. If counterparts of this Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.

3.05 **Recording.** In addition to filing this Assignment, the Parties shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable Law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assigned Interest conveyed herein.

3.06 **Conspicuous.** **ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE PROVISIONS IN THIS**



**ASSIGNMENT IN BOLD-TYPE FONT ARE "CONSPICUOUS" FOR THE PURPOSE OF ANY APPLICABLE LAW.**


3.07 **Exhibits.** Exhibits referred to herein are hereby incorporated and made a part of this Assignment for all purposes by such reference.

*[Remainder of page intentionally blank. Signature and Acknowledgment Pages follow]*

IN WITNESS WHEREOF authorized representatives of Assignor and Assignee have executed this Assignment on the dates set forth in their respective acknowledgements hereto, but this Assignment shall be effective for all purposes as of the Effective Time.

**ASSIGNOR:**

SAGE NR OK LLC

By:   
Name: Josh Anders  
President and Chief Financial Officer

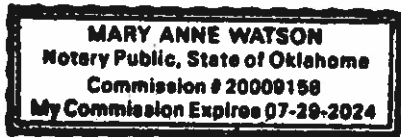
**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA

§  
§  
§

COUNTY OF TULSA

This instrument was acknowledged before me on this 11th day of June, 2024, by Josh Anders, as President and Chief Financial Officer of SAGE NR OK LLC, a Delaware limited liability company.



  
Notary Public, State of Oklahoma



**Exhibit A-1**

Attached to that certain Assignment, Bill of Sale and Conveyance, dated effective June 14, 2024, by and between Sage NR OK LLC and Midnight Energy Operating LLC

**Leases**

Agreement Number	State	County	Agreement Name	Original Lessee/Grantee	Agreement Date	Instrument No	Book	Page
111564000	OK	Osage	BIA # 14-20-G06-8624 AND SWD ESMT 14-20-G06-9912	VANCOL OIL COMPANY INC.	03/10/1981	NOT RECORDED		
	OK	Seminole	ANN LOUISE JONES	TEXAKOMA OIL & GAS CORPORATION	07/29/1987		2053	90
	OK	Seminole	ROSA THERESA STECKEL	TEXAKOMA OIL & GAS CORPORATION	07/28/1987		2053	92
	OK	Seminole	WILLIAM C. THRASH	TEXAKOMA OIL & GAS CORPORATION	07/28/1987		2053	94
	OK	Seminole	WILLIAM C. THRASH	TEXAKOMA OIL & GAS CORPORATION	07/29/1987		2057	50
111540000	OK	Tulsa	THOMPSON, A K ET AL	PHIL B DRANE	07/30/1953	150638	2397	595
111553000	OK	Tulsa	GILSTRAP, LEVI, INCOMPETENT JOHN M TUCKER GUARDIAN	SAVOY OIL COMPANY	12/23/1913	57421		40
111554000	OK	Tulsa	CHISHOLM, DAVIS	FIELD AND STIPE OIL COMPANY	04/11/1946	83899	2253	189
111555000	OK	Tulsa	BRADY, RACHEL C AND W T BRADY	FRANK WOLFE	08/15/1911	33711		
111556000	OK	Tulsa	TYNER, SUSIE, AND AARON TYNER	R H VANHOOSE	11/28/1959	1194	3030	164
111557000	OK	Tulsa	TYNER, MINNIE, A MINOR, JAMES F TYNER GAURDIAN	SURVEY OIL COMPANY OF NEW YORK CITY	11/10/1905	1119	151	
111558000	OK	Tulsa	SPENCER, ROLLEN LEE AND MARTHA LEE SPENCER	HOPE OIL INC	12/23/2004	2004153211		
111559000	OK	Tulsa	KOCH, ANNIE E	O R HOWARD, JOHN F LAWRENCE AND D VENSEL	08/17/1908			630
111560000	OK	Tulsa	LORD, AMOS	MARCUS L LOCKWOOD	08/04/1909			457
111561000	OK	Tulsa	FIELD, MICHAEL FRED	RONALD L SMITH	11/09/1981	13390	4583	1408
111562000	OK	Tulsa	SCOGGINS, ROSS E AND THELMA L SCOGGINS	ROBERT P SANTEE	10/03/1980	907432	4502	136
111566001	OK	Tulsa	TIBLOW, BERTHA, A MINOR, JOHN PRITCHARD GUARDIAN	MARCUS L LOCKWOOD	03/13/1906	1885	156	
111566002	OK	Tulsa	TIBLOW, CHARLES, A MINOR, JOHN PRITCHARD GUARDIAN	MARCUS L LOCKWOOD	03/13/1906	4999	216	
111566000	KS	Cowley	MUSSON, JUSTIN H AND LUEETTA M MUSSON	CLAUDE UTTERBACH	12/09/1985	5473	177	248

END OF EXHIBIT A-1

**Exhibit A-2**

Attached to that certain Assignment, Bill of Sale and Conveyance, dated effective June 14, 2024, by and between Sage NR OK LLC and Midnight Energy Operating LLC

**Wells**

Well Name	API	Operator	County	State	Working Interest	Net Revenue Interest
ANNA KOCH 11	35143088960000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
ANNA KOCH 15	35143056220000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
ANNA KOCH 5	35143761150000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
ANNA KOCH 7	35143761140000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
FIELD 1-A	35143223760000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
FIELDS 5	35143238700000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7332176000
GILSTRAP LEVI 24	35143056390000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
HUMMINGBIRD 1-3	35143751120000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
HUMMINGBIRD 1-4	35143751140000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
HUMMINGBIRD 2-3	35143751130000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
KOCH 1	35143750790000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
KOCH 10	35143750830000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
KOCH 2	35143750800000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
KOCH 3	35143750810000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
KOCH 9	35143750820000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
KOCH ANNA 14	35143001230000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
LORD 1	35143751030000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
LORD 3	35143751050000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
LORD 4	35143751070000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
LORD 5	35143751080000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
LORD 6	35143751090000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
LORD 7	35143761130000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000

Well Name	API	Operator	County	State	Working Interest	Net Revenue Interest
LORD 8	35143751100000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
LORD 9	35143751110000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
LORD AMOS 10	35143001240000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
LORD-THOMPSON 1	35143751040000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
LORD-THOMPSON 4	35143751060000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
SCOGGINS 1-A	35143217770000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.8000000000
SCOGGINS 4A	35143238630000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.8000000000
SCOGGINS 85-2A	35143232570000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.8000000000
SCOGGINS ROSS 10A	35143242590000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.8000000000
SCOGGINS ROSS 11-A	35143242760000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.8000000000
SCOGGINS ROSS 12-A	35143242770000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.8000000000
SCOGGINS ROSS 13-A	35143242850000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.8000000000
SCOGGINS ROSS 14-A	35143242860000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.8000000000
SCOGGINS ROSS 3A	35143238150000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.8000000000
SCOGGINS ROSS 5	35143241460000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.8000000000
SCOGGINS ROSS 6	35143242080000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.8000000000
SCOGGINS ROSS 7A	35143242350000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.8000000000
SCOGGINS ROSS 8A	35143242430000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.8000000000
SCOGGINS ROSS 9A	35143242520000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.8000000000
SPENCER 1	35143218840000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
SPENCER 2	35143218850000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
THOMPSON 2	35143001250000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
THOMPSON 3	35143001260000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
THOMPSON LORD 2-B	35143242270000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
THOMPSON LORD 3-B	35143242260000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
THOMPSON LORD 4-B	35143242250000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 1-11	35143750870000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 1-12	35143750880000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000

Well Name	API	Operator	County	State	Working Interest	Net Revenue Interest
VAN HOOSE 1-15	35143750890000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 1-16	35143750900000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 1-23	35143750910000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 1-3	35143761160000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 1-7	35143750850000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 1-8	35143750660000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 2-1	35143750930000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 2-10	35143750990000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 2-2	35143750940000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 2-3	35143750950000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 2-5	35143751390000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 2-6	35143750960000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 2-7	35143750970000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 2-9	35143750980000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 3-1	35143751000000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 3-3	35143751010000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 3-4	35143751020000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE UNIT 1-26	35143001270000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE UNIT 1-28	35143001830000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE UNIT 4-12	35143001280000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
VAN HOOSE 4-1	35143001310000	SAGE NR OK LLC	TULSA	OKLAHOMA	1.0000000000	0.7200000000
TEXAKOMA-STAFFORD 22-1	35133242270000	SAGE NR OK LLC	SEMINOLE	OKLAHOMA		
GRAYHORSE (OKLA LAND & CATTLE 29-1)	35113281030000	SAGE NR OK LLC	OSAGE	OKLAHOMA	0.3906250100	0.3347222300
OKLAHOMA LAND & CATTLE 1-a	35113283470000	SAGE NR OK LLC	OSAGE	OKLAHOMA	0.0000000000	0.0000000000
MUSSON 123 ORRI	15035244790000	SAGE NR OK LLC	COWLEY	KANSAS	0.0000000000	0.0203125000
MUSSON 1-A	15035242960000	SAGE NR OK LLC	COWLEY	KANSAS	0.5000000000	0.4000000000

Well Name	API	Operator	County	State	Working Interest	Net Revenue Interest
MUSSON 2-A	15035244790000	SAGE NR OK LLC	COWLEY	KANSAS	0.5248962000	0.4199170130
MUSSON 3-A	15035247550000	SAGE NR OK LLC	COWLEY	KANSAS	0.5259856600	0.4207885300

END OF EXHIBIT A-2