

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

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

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

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

Check applicable boxes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

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

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

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

Authorized Signature

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



KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2021

Form Must Be Typed

Form must be Signed

All blanks must be Filled

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

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

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

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

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

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

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

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

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

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

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

Well Location:

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

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

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

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

**Surface Owner Information:**

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

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

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

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

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

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

**Select one of the following:**

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

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

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

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

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS

COUNTY OF ELLIS

THIS ASSIGNMENT AND BILL OF SALE (the "Assignment"), dated effective as of 12:00 a.m. on the 1<sup>st</sup> day of August, 2024, (the "Effective Time") is from **Nadel and Gussman Operating Company, LLC**, and Oklahoma limited liability company, whose mailing address is 15 East 5th Street, Suite 3300, Tulsa, Oklahoma 74103, (hereinafter referred to as "Assignor") to **Patterson Energy, LLC**, a Kansas limited liability company, whose mailing address is P.O. Box 400, Hays, KS 67601, (hereinafter referred to as "Assignee").

WHEREAS, Assignor owns certain oil, gas and mineral leases, wells and other assets located in Ellis County, Kansas; and

WHEREAS, Assignor desires to convey to Assignee all of Assignor's interest in and to said oil, gas and mineral leases, wells and other assets upon the terms and conditions set forth herein and subject to that certain Purchase and Sale Agreement dated June 20, 2024 by and between Assignor and Assignee (as may be amended from time to time, the "PSA").

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby GRANT, BARGAIN, SELL, TRANSFER, CONVEY, SET OVER, ASSIGN AND DELIVER to Assignee, its successors and assigns, effective for all purposes as of the Effective Time, all of Assignor's right, title and interest in and to the following (individually a "Property" and collectively the "Properties"):

- (a) (i) all of Assignor's right, title and interest in the oil, gas and mineral leases (including all leasehold estates created thereby) described in Exhibit A-1 attached hereto, (individually a "Lease" and collectively, the "Leases"), insofar as the Leases cover and relate to the land and subject to the limitations and reservations (if any) described in Exhibit A-1 and covered by the Leases (the "Lands") and (ii) corresponding interests in and to all the property and rights incident thereto, including all rights in any pooled or unitized acreage by virtue of the Lands being a part thereof, all production from the pool or unit allocated to any such Lands, and all interests in any wells within the pool or unit associated with the Lands;
- (b) (i) all of Assignor's right, title and interest in all wells, (whether producing or non-producing) located on the Leases or Lands, including but not limited to those wells described on Exhibit A-2, and (ii) corresponding interests in Assignor's interest in all equipment and facilities used in connection with the wells, including, but not limited to pumps, well equipment (surface and subsurface), saltwater disposal and/or injection wells, lines and facilities, compressors, compressor stations, dehydration facilities, treating facilities, pipeline gathering lines, flow lines, transportation lines (including long lines and laterals), valves, meters, separators, tanks, tank batteries, and other fixtures (the wells and all their equipment and facilities being collectively referred to herein as the "Wells");
- (c) all of Assignor's right, title and interest in all oil, gas, and other hydrocarbons produced from or allocated to the Wells with respect to all periods of production subsequent to the Effective Time and all proceeds therefrom; and
- (d) to the extent transferable, all of Assignor's right, title and interest in all the files and records directly pertaining to the Leases, Lands and Wells (the "Records"), which Records shall include, without limitation, all contracts and contractual rights, easements, rights of way, obligations, and interests, including all farmout and farmin agreements, operating agreements, production sales and purchase contracts, saltwater disposal agreements, surface leases, surface use agreements, division and transfer orders, geological files, daily drilling reports, well logs and other contracts or agreements covering or affecting any or all of the other Properties described herein (collectively, the "Contracts").

This Assignment made hereunder shall be made subject to the proportionate part of all valid and existing royalty and overriding royalty burdens, including those that appear of record as of the Effective Time, and to any easements, rights-of-way, salt water disposal agreements and any other surface leases and contracts associated with the Properties that appear of record as of the Effective Time.

Subject to the terms of the PSA, Assignee assumes and hereby agrees to pay, perform, fulfill, and discharge all Buyer Assumed Liabilities as such term is defined in the PSA (which includes but is not limited to the plugging, re-plugging and/or abandonment of Wells or the restoration and/or reclamation of the surface and other obligations relating to such Wells).

**IT IS THE EXPLICIT INTENT AND UNDERSTANDING OF ASSIGNOR AND ASIGNEE THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR THIS ASSIGNMENT OR THE PSA, ASSIGNOR IS NOT MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER—EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE—REGARDING THE PROPERTIES. ASIGNEE SHALL TAKE THE PROPERTIES "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS". WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCES, ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO: (i) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTIES (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, OR THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS IN OR ON, OR DISPOSED OF OR DISCHARGED FROM, THE PROPERTIES), (ii) THE PROPERTIES' PAST, PRESENT OR FUTURE COMPLIANCE WITH ENVIRONMENTAL LAW, OR (iii) ANY INFRINGEMENT BY ASSIGNOR OR ANY OF ITS AFFILIATES OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, IT BEING THE INTENTION OF ASSIGNOR AND ASIGNEE THAT THE PROPERTIES SHALL BE ACCEPTED BY ASIGNEE IN THEIR PRESENT CONDITION AND STATE OF REPAIR.**

**EXCEPT AS SET FORTH IN THIS ASSIGNMENT OR THE PSA, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY—EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE—AS TO: (i) TITLE TO ANY OF THE PROPERTIES; (ii) THE CONTENTS, CHARACTER, OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL, OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE PROPERTIES; (iii) THE QUANTITY, QUALITY, OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE PROPERTIES; (iv) ANY ESTIMATES OF THE VALUE OF THE PROPERTIES OR FUTURE REVENUES GENERATED BY THE PROPERTIES; (v) THE PRODUCTION OF HYDROCARBONS FROM THE PROPERTIES; (vi) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN, OR MARKETABILITY OF THE PROPERTIES, INCLUDING BUT NOT LIMITED TO THEIR COMPLIANCE WITH ENVIRONMENTAL LAWS OR OTHER LAWS, RULES, OR REGULATIONS; (vii) THE CONTENT, CHARACTER, OR NATURE OF ANY REPORTS, BROCHURES, CHARTS, OR STATEMENTS PREPARED BY THIRD PARTIES; AND (viii) THE ACCURACY, COMPLETENESS, PRESENCE OR ABSENCE OF THE RECORDS, THE CONTRACTS, OR ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASIGNEE OR ITS AFFILIATES, OR ITS EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES, OR ADVISORS IN CONNECTION WITH THIS ASSIGNMENT.**

Assignee shall pay all sales, transfer, use or similar taxes occasioned by the sale or transfer of the Properties and all documentary, transfer, filing, licensing, and recording fees required in connection with the processing, filing, licensing or recording of any assignments, titles or bills of sale.

This Assignment is delivered pursuant to the PSA, 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 PSA. Capitalized terms used in this Assignment shall have the meanings prescribed in this Assignment where such capitalized terms are defined; provided, however, that capitalized terms used in this Assignment and not otherwise defined shall have the meanings given to such terms in the PSA. Each defined term shall be equally applicable both to the singular and the plural forms of the term so defined. To the extent the terms and provisions of this Assignment are in conflict, or inconsistent, with the terms and provisions of the PSA, the terms and provisions of the PSA shall control.

This Assignment is made, executed and delivered without any covenant or warranty of title, either express, implied, statutory or otherwise, except that Assignor specially warrants merchantable title to such Properties unto Assignee, and their respective successors and assigns, from and against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under such Assignor, but not otherwise.

From time to time after the Effective Time, Assignor and Assignee shall each execute, acknowledge and deliver to the other such further instruments and take such other action as may be reasonably requested in order to accomplish more effectively the purposes of the transactions contemplated by this Assignment.

Assignor and Assignee shall execute any and all state, federal or agency form assignments necessary to for Assignor to convey the Properties to Assignee as contemplated herein.

The Exhibits to this Assignment are hereby incorporated by reference and constitute a part of this Assignment.

The provisions hereof shall be covenants running with the lands and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

This instrument may be signed in counterpart copies, each to be considered an original.

TO HAVE AND TO HOLD the Properties together with all and singular rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

{SIGNATURE PAGE FOLLOWS}

Executed August 1, 2024, but effective for all purposes as of the Effective Time.

**ASSIGNOR:**

**Nadel and Gussman Operating Company, LLC**

By: Nadel and Gussman Management, LLC  
Its Manager

  
By: Stephen J. Heyman, Manager

**ASSIGNEE:**

**Patterson Energy, LLC**

By: Zach Patterson, Managing Member

**ACKNOWLEDGMENTS**

STATE OF OKLAHOMA       §  
  §  
COUNTY OF TULSA       §

This instrument was acknowledged before me on August 1, 2024, by Stephen J. Heyman, as Manager of Nadel and Gussman Management, LLC, the Manager of Nadel and Gussman Operating Company, LLC.



  
Notary Public in and for the State of Oklahoma

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by Zach Patterson as Managing Member on behalf of Patterson Energy, LLC.

Notary Public in and for the State of \_\_\_\_\_

**Exhibit "A-1"**

Attached to and made a part of that certain Assignment and Bill of Sale dated effective August 1, 2024 by and between Nadel and Gussman Operating Company, LLC, as Assignor, and Patterson Energy, LLC, as Assignee.

**Leases and Lands**

All in Ellis County, Kansas:

**Carmichael Leases:**

Lessors: Hugh Carmichael and Margaret Jane Carmichael, his wife  
Lessee: John S. Barwick  
Date: October 10, 1935  
Recorded: Book 20, Page 464  
Legal Description: Insofar and only insofar as said lease covers the E/2 NE/4 of Section 11-11S-18W

**Lang Leases:**

Lessors: Emmanuel J. Lang and Amelia Lang, his wife  
Lessee: Octave Le Blanc  
Date: January 21, 1963  
Recorded: Book 204, Page 643  
Legal Description: Insofar and only insofar as said lease covers the W/2 NW/4 of Section 4-14S-17W

*End of Exhibit A-1*



**Exhibit “A-2”**

Attached to and made a part of that certain Assignment and Bill of Sale dated effective August 1, 2024 by and between Nadel and Gussman Operating Company, LLC, as Assignor, and Patterson Energy, LLC, as Assignee.

**Wells**

All in Ellis County, Kansas:

<b>API_NUMBER</b>	<b>LEASE_NAME</b>	<b>LEASE_NAME &amp; NUMBER</b>	<b>SECTION</b>	<b>TWP</b>	<b>RNG</b>
15-051-04944	CARMICHAEL	CARMICHAEL 4	11	11S	18W
15-051-04943	CARMICHAEL	CARMICHAEL 3	11	11S	18W
15-051-06406	CARMICHAEL	CARMICHAEL 1	11	11S	18W
15-051-01730-0002	CARMICHAEL	CARMICHAEL 2 RE	11	11S	18W
15-051-19122	LANG	LANG 2	4	14S	17W
15-051-02975	LANG	LANG 1	4	14S	17W

*End of Exhibit A-2*

## ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS

COUNTY OF ELLIS

THIS ASSIGNMENT AND BILL OF SALE (the "Assignment"), dated effective as of 12:00 a.m. on the 1<sup>st</sup> day of August, 2024, (the "Effective Time") is from **Nadel and Gussman Operating Company, LLC**, and Oklahoma limited liability company, whose mailing address is 15 East 5th Street, Suite 3300, Tulsa, Oklahoma 74103, (hereinafter referred to as "Assignor") to **Patterson Energy, LLC**, a Kansas limited liability company, whose mailing address is P.O. Box 400, Hays, KS 67601, (hereinafter referred to as "Assignee").

WHEREAS, Assignor owns certain oil, gas and mineral leases, wells and other assets located in Ellis County, Kansas; and

WHEREAS, Assignor desires to convey to Assignee all of Assignor's interest in and to said oil, gas and mineral leases, wells and other assets upon the terms and conditions set forth herein and subject to that certain Purchase and Sale Agreement dated June 20, 2024 by and between Assignor and Assignee (as may be amended from time to time, the "PSA").

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby GRANT, BARGAIN, SELL, TRANSFER, CONVEY, SET OVER, ASSIGN AND DELIVER to Assignee, its successors and assigns, effective for all purposes as of the Effective Time, all of Assignor's right, title and interest in and to the following (individually a "Property" and collectively the "Properties"):

- (a) (i) all of Assignor's right, title and interest in the oil, gas and mineral leases (including all leasehold estates created thereby) described in Exhibit A-1 attached hereto, (individually a "Lease" and collectively, the "Leases"), insofar as the Leases cover and relate to the land and subject to the limitations and reservations (if any) described in Exhibit A-1 and covered by the Leases (the "Lands") and (ii) corresponding interests in and to all the property and rights incident thereto, including all rights in any pooled or unitized acreage by virtue of the Lands being a part thereof, all production from the pool or unit allocated to any such Lands, and all interests in any wells within the pool or unit associated with the Lands;
- (b) (i) all of Assignor's right, title and interest in all wells, (whether producing or non-producing) located on the Leases or Lands, including but not limited to those wells described on Exhibit A-2, and (ii) corresponding interests in Assignor's interest in all equipment and facilities used in connection with the wells, including, but not limited to pumps, well equipment (surface and subsurface), saltwater disposal and/or injection wells, lines and facilities, compressors, compressor stations, dehydration facilities, treating facilities, pipeline gathering lines, flow lines, transportation lines (including long lines and laterals), valves, meters, separators, tanks, tank batteries, and other fixtures (the wells and all their equipment and facilities being collectively referred to herein as the "Wells");
- (c) all of Assignor's right, title and interest in all oil, gas, and other hydrocarbons produced from or allocated to the Wells with respect to all periods of production subsequent to the Effective Time and all proceeds therefrom; and
- (d) to the extent transferable, all of Assignor's right, title and interest in all the files and records directly pertaining to the Leases, Lands and Wells (the "Records"), which Records shall include, without limitation, all contracts and contractual rights, easements, rights of way, obligations, and interests, including all farmout and farmin agreements, operating agreements, production sales and purchase contracts, saltwater disposal agreements, surface leases, surface use agreements, division and transfer orders, geological files, daily drilling reports, well logs and other contracts or agreements covering or affecting any or all of the other Properties described herein (collectively, the "Contracts").

This Assignment made hereunder shall be made subject to the proportionate part of all valid and existing royalty and overriding royalty burdens, including those that appear of record as of the Effective Time, and to any easements, rights-of-way, salt water disposal agreements and any other surface leases and contracts associated with the Properties that appear of record as of the Effective Time.

Subject to the terms of the PSA, Assignee assumes and hereby agrees to pay, perform, fulfill, and discharge all Buyer Assumed Liabilities as such term is defined in the PSA (which includes but is not limited to the plugging, re-plugging and/or abandonment of Wells or the restoration and/or reclamation of the surface and other obligations relating to such Wells).

**IT IS THE EXPLICIT INTENT AND UNDERSTANDING OF ASSIGNOR AND ASIGNEE THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR THIS ASSIGNMENT OR THE PSA, ASSIGNOR IS NOT MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER—EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE—REGARDING THE PROPERTIES. ASIGNEE SHALL TAKE THE PROPERTIES "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS". WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCES, ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO: (i) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTIES (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, OR THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS IN OR ON, OR DISPOSED OF OR DISCHARGED FROM, THE PROPERTIES), (ii) THE PROPERTIES' PAST, PRESENT OR FUTURE COMPLIANCE WITH ENVIRONMENTAL LAW, OR (iii) ANY INFRINGEMENT BY ASSIGNOR OR ANY OF ITS AFFILIATES OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, IT BEING THE INTENTION OF ASSIGNOR AND ASIGNEE THAT THE PROPERTIES SHALL BE ACCEPTED BY ASIGNEE IN THEIR PRESENT CONDITION AND STATE OF REPAIR.**

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Assignee shall pay all sales, transfer, use or similar taxes occasioned by the sale or transfer of the Properties and all documentary, transfer, filing, licensing, and recording fees required in connection with the processing, filing, licensing or recording of any assignments, titles or bills of sale.

This Assignment is delivered pursuant to the PSA, 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 PSA. Capitalized terms used in this Assignment shall have the meanings prescribed in this Assignment where such capitalized terms are defined; provided, however, that capitalized terms used in this Assignment and not otherwise defined shall have the meanings given to such terms in the PSA. Each defined term shall be equally applicable both to the singular and the plural forms of the term so defined. To the extent the terms and provisions of this Assignment are in conflict, or inconsistent, with the terms and provisions of the PSA, the terms and provisions of the PSA shall control.

This Assignment is made, executed and delivered without any covenant or warranty of title, either express, implied, statutory or otherwise, except that Assignor specially warrants merchantable title to such Properties unto Assignee, and their respective successors and assigns, from and against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under such Assignor, but not otherwise.

From time to time after the Effective Time, Assignor and Assignee shall each execute, acknowledge and deliver to the other such further instruments and take such other action as may be reasonably requested in order to accomplish more effectively the purposes of the transactions contemplated by this Assignment.

Assignor and Assignee shall execute any and all state, federal or agency form assignments necessary to for Assignor to convey the Properties to Assignee as contemplated herein.

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The provisions hereof shall be covenants running with the lands and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

This instrument may be signed in counterpart copies, each to be considered an original.

TO HAVE AND TO HOLD the Properties together with all and singular rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

{SIGNATURE PAGE FOLLOWS}

Executed August 1, 2024, but effective for all purposes as of the Effective Time.

**ASSIGNOR:**

**Nadel and Gussman Operating Company, LLC**

By: Nadel and Gussman Management, LLC  
Its Manager

\_\_\_\_\_  
By: Stephen J. Heyman, Manager

**ASSIGNEE:**

**Patterson Energy, LLC**

  
\_\_\_\_\_  
By: Zach Patterson, Managing Member

**ACKNOWLEDGMENTS**

STATE OF OKLAHOMA       §  
  §  
COUNTY OF TULSA       §

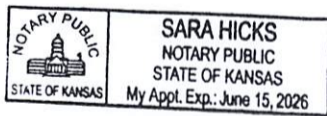
This instrument was acknowledged before me on August 1, 2024, by Stephen J. Heyman, as Manager of Nadel and Gussman Management, LLC, the Manager of Nadel and Gussman Operating Company, LLC.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

STATE OF Kansas       §  
  §  
COUNTY OF Ellis       §

This instrument was acknowledged before me on August 1, 2024, by Zach Patterson as Managing Member on behalf of Patterson Energy, LLC.

  
\_\_\_\_\_  
Notary Public in and for the State of Kansas



**Exhibit "A-1"**

Attached to and made a part of that certain Assignment and Bill of Sale dated effective August 1, 2024 by and between Nadel and Gussman Operating Company, LLC, as Assignor, and Patterson Energy, LLC, as Assignee.

**Leases and Lands**

All in Ellis County, Kansas:

**Carmichael Leases:**

Lessors: Hugh Carmichael and Margaret Jane Carmichael, his wife  
Lessee: John S. Barwick  
Date: October 10, 1935  
Recorded: Book 20, Page 464  
Legal Description: Insofar and only insofar as said lease covers the E/2 NE/4 of Section 11-11S-18W

**Lang Leases:**

Lessors: Emmanuel J. Lang and Amelia Lang, his wife  
Lessee: Octave Le Blanc  
Date: January 21, 1963  
Recorded: Book 204, Page 643  
Legal Description: Insofar and only insofar as said lease covers the W/2 NW/4 of Section 4-14S-17W

*End of Exhibit A-1*

**Exhibit "A-2"**

Attached to and made a part of that certain Assignment and Bill of Sale dated effective August 1, 2024 by and between Nadel and Gussman Operating Company, LLC, as Assignor, and Patterson Energy, LLC, as Assignee.

**Wells**

All in Ellis County, Kansas:

<b>API_NUMBER</b>	<b>LEASE NAME</b>	<b>LEASE NAME &amp; NUMBER</b>	<b>SECTION</b>	<b>TWP</b>	<b>RNG</b>
15-051-04944	CARMICHAEL	CARMICHAEL 4	11	11S	18W
15-051-04943	CARMICHAEL	CARMICHAEL 3	11	11S	18W
15-051-06406	CARMICHAEL	CARMICHAEL 1	11	11S	18W
15-051-01730-0002	CARMICHAEL	CARMICHAEL 2 RE	11	11S	18W
15-051-19122	LANG	LANG 2	4	14S	17W
15-051-02975	LANG	LANG 1	4	14S	17W

*End of Exhibit A-2*