

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		
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____

*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 \_\_\_\_\_, 2024 (the "Closing Date"), but effective from and after 12:01 a.m. on June 1, 2024, 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

Scout Energy Group III, LP, A Texas limited liability company, whose mailing address is 13800 Montfort Dr, Dallas, Texas, 75254 ("Assignee").

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

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 Finney, and Kearny Counties, Kansas, including, but not limited to, the wells described and set forth in Exhibit A attached hereto 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 Finney, and Kearny 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 B 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 B;

- (c) all lands in Finney, and Kearny and 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 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);

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.

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, 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) wells, materials, and equipment located on the Assets may contain NORM; (ix) special procedures may be required for remediating, removing, transporting, and disposing of asbestos, NORM, Hazardous Materials, and other materials from the Assets; (x) Shut-In Wells may be in need of plugging, abandonment and restoration of the surface; (xi) Shut-In Wells may not be in regulatory compliance; and (xii) 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 any leases that contribute to the ownership of the Wells, and "Wells" should not be broader than those listed on the well Exhibit. 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. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignors and their respective successors and assigns.

7. 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.

8. 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.

9. 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.

10. 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

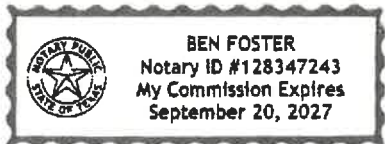
By: [Signature]  
Andy Fendley  
Vice President, Business Development

**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 day of <sup>August</sup>~~July~~, 2024, by Andy Fendley, as Vice President, Business Development, of FOUNDATION ENERGY MANAGEMENT, LLC, a Texas limited liability company, on behalf of said entity.

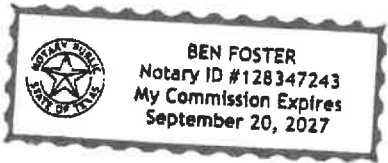


[Signature]  
Notary Public, State of Texas

My commission expires: 9-20-2027

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me this 30 day of <sup>AUGUST</sup> July, 2024, by Andy Fendley, 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.



Ben Foster  
Notary Public, State of Texas

My commission expires: 9.20.2027

**ASSIGNEE:**

SCOUT ENERGY GROUP III, LP

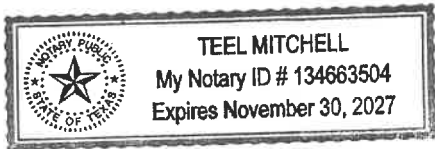
BY: SCOUT ENERGY GROUP III GP, LLC


ITS: GENERAL PARTNER

BY:   
Jon Piot  
Managing Director

STATE OF Texas §  
                                  §  
COUNTY OF Dallas §

This instrument was acknowledged before me on August 15, 2024,  
by Jon Piot, as Managing Director of Scout Energy Group III GP, LLC, a Texas limited liability  
company, the sole general partner of Scout Energy Group III, LP, a Texas limited partnership. In  
witness whereof, I hereunto set my hand and official seal.



  
Notary Public, State of Texas

My commission expires: 11/30/2027

EXHIBIT A- WELLS

Name	API	State	County	SEC	TWN	RNG	Operator
CAMPBELL 15-2	15-093-20478	KS	KEARNY	32	25S	35W	FOUNDATION ENERGY MANAGEMENT, LLC
CAMPBELL 15-31	15-093-00293	KS	KEARNY	31	25S	35W	SCOUT ENERGY MANAGEMENT LLC
CAMPBELL 15-1	15-093-21065	KS	KEARNY	31	25S	35W	SCOUT ENERGY MANAGEMENT LLC
TAYLOR RJ GU 2	15-055-20394	KS	FINNEY	12	24S	34W	SCOUT ENERGY MANAGEMENT LLC

EXHIBIT B - LEASES

Lessee	Lease	Lease Date	Book	Page	Inst #	County	State	Sec	Twp	Range	Legal Desc
EARL CAMPBELL, ET AL	JOE L. MURPHY	5/18/1936	6	537	N/A	KEARNY	KS	031	025S	035W	LOT 1, LOT 2, E2 NW4, NE4
EARL CAMPBELL, ET AL	JOE L. MURPHY	5/18/1936	4	223	N/A	KEARNY	KS	031	025S	035W	LOT 3, LOT 4, E2 SW4, SE4
EARL CAMPBELL, ET AL	JOE L. MURPHY	5/18/1936	4	223	N/A	KEARNY	KS	031	025S	035W	S2
KSELMO13848	J.D. SADLER	12/31/1938	N/A	N/A	N/A	KEARNY	KS	032	025S	035W	N/2, LIMITED TO DEPTHS AT APPROX 2,780 FT TO 2,850 FT
USA BLM-013848	J D SADLER	12/31/1938	N/A	N/A	N/A	KEARNY	KS	032	025S	035W	N2 GAS RIGHTS - FROM TOP COUNCIL GROVE TO BOTTOM COUNCIL GROVE OIL RIGHTS - ALL DEPTHS
W M BRATCHER ET UX	JAMES D CONWAY	9/13/1949	20	57	N/A	FINNEY	KS	012	024S	034W	WEST 15 ACRES OF THE N2, M/L. OF THAT PART LYING NORTH OF THE ATCHISON, TOPEKA & SANTA FE RR. RIGHT-OF-WAY DEPTH A — GAS RIGHTS ONLY — TOP OF COUNCIL GROVE FORMATION TO BASE OF COUNCIL GROVE FORMATION
DAVID H CLARE ET UX	JAMES D CONWAY	7/15/1948	18	304	N/A	FINNEY	KS	012	024S	034W	EAST 25 ACRES OF THE N2, M/L. OF THAT PART LYING NORTH OF THE ATCHISON, TOPEKA & SANTA FE RR. RIGHT-OF-WAY DEPTH A — GAS RIGHTS ONLY — TOP OF COUNCIL GROVE FORMATION TO BASE OF COUNCIL GROVE FORMATION
A H LAYMAN ET UX	KS-NEBRASKA NATURAL GAS COMPANY INC	9/28/1949	20	161	N/A	FINNEY	KS	012	024S	034W	LOT 5, CONTAINING 32 ACRES M/L. ACCORDING TO ORIGINAL GOV'T SURVEY BUT NOW ENLARGED IN AREA BY ACCRETIONS FROM THE ARK. RIVER DEPTH A — GAS RIGHTS ONLY — TOP OF COUNCIL GROVE FORMATION TO BASE OF COUNCIL GROVE FORMATION
IDA BELL LAYMAN ET AL	B W HILGARD	3/27/1937	10	218	N/A	FINNEY	KS	012	024S	034W	LOT 6 & 7 - SEC 012 LOT 6 (04.00) LOT 7 (37.75) LOT 8 (16.50) DEPTH A — GAS RIGHTS ONLY — TOP OF COUNCIL GROVE FORMATION TO BASE OF COUNCIL GROVE FORMATION
CLARE, DAVID H. ET UX	JAMES D. CONWAY	7/15/1948	18	304	N/A	FINNEY	KS	012	024S	034W	THE EAST 25 ACRES M/L. OF THAT PART LYING NORTH OF A. T. & S. F. RAILROAD ROW
BRATCHER, W. M., ET UX	JAMES D. CONWAY	9/13/1949	20	57	N/A	FINNEY	KS	012	024S	034W	THE WEST 15 ACRES OF THE N2, LYING NORTH OF THE ATCHISON, TOPEKA & SANTA FE RAILROAD
LAYMAN, A. H. & GRACE	KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.	9/28/1949	20	161	N/A	FINNEY	KS	012	024S	034W	LOT 5, CONTAINING 32 ACRES M/L. ACCORDING TO THE ORIGINAL GOVERNMENT SURVEY NOW ENLARGED IN AREA BY ACCRETIONS FROM THE ARKANSAS RIVER
LAYMAN, IDA BELL, ET AL	B. W. HILGARD	3/27/1937	10	218	N/A	FINNEY	KS	012	024S	034W	LOT 6, LOT 7, LOT 8

**EXHIBIT C- MATERIAL CONTRACTS**

Agmt No	Agmt Type	Grantor / First Party	Grantee / Second Party	Inst Date	Exp Date	State	County	Township	Range	Section	Legal
Q0016095000	COMMUNITIZATION AGREEMENT	UNITED STATES	FIN-KER OIL & GAS PROD CO	12/1/1946	12/1/1946	KS	KEARNY	025S	035W	031	N2 ALL DEPTHS
Q0016095000	COMMUNITIZATION AGREEMENT	UNITED STATES	FIN-KER OIL & GAS PROD CO	12/1/1946	12/1/1946	KS	KEARNY	025S	035W	032	N2 ALL DEPTHS
Q0016449000	ASSIGNMENTS	USA BLM 013848 (OPERATING RIGHTS)	ENERGY DEVELOPMENT CORP	6/28/1991	6/1/1991	KS	KEARNY	025S	035W	032	N2 FROM 2,780 TO 2,980 FT
Q0031189000	ASSIGNMENTS	TRIPOWER RESOURCES INC ET AL	EAGLE RIVER ENERGY CORPORATION ET AL	7/27/1995	5/1/1995	KS	KEARNY	025S	035W	031	N2 ALL DEPTHS
Q0031189000	ASSIGNMENTS	TRIPOWER RESOURCES INC ET AL	EAGLE RIVER ENERGY CORPORATION ET AL	7/27/1995	5/1/1995	KS	KEARNY	025S	035W	032	N2 ALL DEPTHS
Q0016080000	UNIT AGREEMENT(FEE/FED/STATE)	CAMPBELL 15-2	FIN-KER OIL & GAS PRODUCTION COMPANY	12/23/1946	12/23/1946	KS	KEARNY	025S	035W	031	N2 ALL DEPTHS
Q0016080000	UNIT AGREEMENT(FEE/FED/STATE)	CAMPBELL 15-2	FIN-KER OIL & GAS PRODUCTION COMPANY	12/23/1946	12/23/1946	KS	KEARNY	025S	035W	032	N2 ALL DEPTHS
Q0016450000	ASSIGNMENTS	USA BLM 013848	ENERGY DEVELOPMENT CORP	6/28/1991	6/1/1991	KS	KEARNY	025S	035W	032	N2 ALL DEPTHS
Q0009263000	JOINT OPERATING AGMT-ONSHORE	KS-NEBRASKA NATURAL GAS COMPANY INC	EXXON COMPANY USA ET AL	5/1/1978	5/1/1978	KS	KEARNY	025S	035W	031	N2 FROM 2,850 TO 99,999 FT
Q0009263000	JOINT OPERATING AGMT-ONSHORE	KS-NEBRASKA NATURAL GAS COMPANY INC	EXXON COMPANY USA ET AL	5/1/1978	5/1/1978	KS	KEARNY	025S	035W	032	N2 FROM 2,850 TO 99,999 FT
Q0063919000	ASSIGNMENTS	K N ENERGY INC	MIDLANDS GAS CORPORATION	2/22/1984	4/1/1982	KS	FINNEY	024S	034W	012	LOT 5 LOT 6 LOT 7 LOT 8 FROM 2,780 TO 2,980 FEET AND/OR FROM TOP COUNCIL GROVE TO BOTTOM COUNCIL GROVE METES & BOUND: SEE ORIGINAL.
Q0009509000	JOINT OPERATING AGMT-ONSHORE	STANOLIND OIL AND GAS COMPANY	KANSAS-NEBRASKA NATURAL GAS CO. INC.	12/7/1949	12/7/1949	KS	FINNEY	024S	034W	012	ALL FROM TOP HUGGOTON TO BOTTOM HUGGOTON