# KOLAR Document ID: 1780176

| OIL & GAS CONSE<br>REQUEST FOR CHA<br>TRANSFER OF INJECTION<br>Form KSONA-1, Certification of Compliance w | ATION COMMISSION<br>ERVATION DIVISION<br>NGE OF OPERATOR<br>I OR SURFACE PIT PERMIT<br>with the Kansas Surface Owner Notification Act,                               |
|--|--|
| Check applicable boxes: MUST be submit   | ted with this form.  |
| Oil Lease: No. of Oil Wells**  | Effective Date of Transfer:  |
| Gas Lease: No. of Gas Wells**  | KS Dept of Revenue Lease No.:  |
| Gas Gathering System:  |  |
| Saltwater Disposal Well - Permit No.:  | Lease Name:  |
| Spot Location:feet from N / S Line   |  |
| feet from E / W Line   | Legal Description of Lease:  |
| Enhanced Recovery Project Permit No.:  |  |
| Entire Project: Yes No   | County:  |
| Number of Injection Wells**  |  |
| Field Name:  | Production Zone(s):  |
| ** Side Two Must Be Completed.   | Injection Zone(s):   |
| Surface Pit Permit No.:  | feet from N / S Line of Section<br>feet from E / W Line of Section<br>Haul-Off Workover Drilling   |
| Past Operator's License No   | Contact Person:  |
| Past Operator's Name & Address:  | Phone:   |
|  | Date:  |
| Title:   | Signature:   |
| New Operator's License No  | Contact Person:  |
| New Operator's Name & Address:   | Phone:   |
|  | Oil / Gas Purchaser:   |
| New Operator's Email:  | Date:  |
|  | Signature:   |
| Title:   |  |
|  | authorization, surface pit permit # has been<br>Commission. This acknowledgment of transfer pertains to Kansas Corporation<br>above injection well(s) or pit permit. |
| is acknowledged as   | is acknowledged as   |
| the new operator and may continue to inject fluids as authorized by  | the new operator of the above named lease containing the surface pit   |
| Permit No.: Recommended action:  | permitted by No.:  |
| Date:  | Date:  |
|  |  |
| DISTRICT EPR F   | PRODUCTION UIC   |

Side Two

#### Must Be Filed For All Wells

| * Lease Name: _ |                              |   | _ * Location:             |                                   |                                      |
|-----------------|------------------------------|---|---------------------------|-----------------------------------|--------------------------------------|
| Well No.        | API No.<br>(YR DRLD/PRE '67) | Footage from Sec<br>(i.e. FSL = Feet from |                           | Type of Well<br>(Oil/Gas/INJ/WSW) | Well Status<br>(PROD/TA'D/Abandoned) |
|                 |                              | <i>Circle:</i><br>FSL/FNL                 | <i>Circle:</i><br>FEL/FWL |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL _                 |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL _                 |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL _                 |                                   |                                      |
|                 |                              | FSL/FNL                                   | FEL/FWL                   |                                   |                                      |
|                 |                              |   |                           |                                   |                                      |

A separate sheet may be attached if necessary.

\* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

# KOLAR Document ID: 1780176

# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

| Form KSONA-               |
|---------------------------|
| July 202                  |
| Form Must Be Typed        |
| Form must be Signed       |
| All blanks must be Filled |
|                           |

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 #        | Well Location:   |
|----------------------------|--|
| Name:                      |  |
| Address 1:                 | County:  |
| Address 2:                 | Lease Name: Well #:  |
| City: State: Zip:+         | If filing a Form T-1 for multiple wells on a lease, enter the legal description of   |
| Contact Person:            | the lease below:   |
| Phone: ( ) Fax: ( )        |  |
| Email Address:             |  |
| Surface Owner Information: |  |
| Name:                      | When filing a Form T-1 involving multiple surface owners, attach an additional   |
| Address 1:                 | sheet listing all of the information to the left for each surface owner. Surface<br>owner information can be found in the records of the register of deeds for the |
| Address 2:                 | county, and in the real estate property tax records of the county treasurer.   |
| City: State: Zip:+         |  |

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.

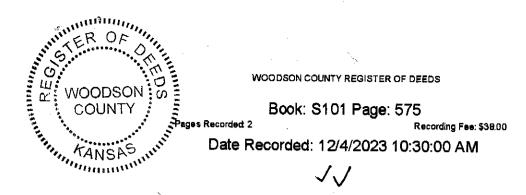
#### Select one of the following:

- □ 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: \_\_\_\_\_\_



ASSIGNMENT OF OIL AND GAS LEASE

That the Undersigned MorMeg LLC called Assignor, for in consideration of One Dollar (\$1.00) and other goods and valuable consideration, the receipt where of is hereby acknowledged, does hereby sell, assign, transfers and set over unto Owens Oil Company, LLC, 1274 202<sup>nd</sup> Road, Yates Center, Kansas 66783 hereinafter called Assignee the Working Interest in the lease per Exhibit A recorded in the office of the Register of Deeds Woodson County Kansas.

#### PER EXHIBIT "A"

This assignment is made by the Assignor without covenants or warranty of title, either expressed or implied, but is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect to the interest assigned here under.

Executed this <u>1st</u>day of <u>December</u> 2023.

MorMeg . LL C

Mark L Haas Managing Member

SS

KANSAS , County of FRANKLIN State of

This instrument was acknowledged before me on the <u>S</u> day of <u>December</u>, 2023, by <u>Mark L</u> Haas \_\_, Managing Member of MorMeg \_\_\_\_, LLC, a Kansas Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and hear last above written.

Notary

NOTARY PUBLIC - State of Kansas AMY J. MARTZ Appl. Expires March 23, 2026

## EXHIBIT A

Bob Edwards #2: Oil and Gas Lease dated March 1, 1978, from Robert E. Edwards and Alberts M. Edwards, Lessors to John Haas and H. T. Laidlaw, Lessees, recorded in book 47, page 409 in the office of the Register of Deeds, Woodson County, Kansas Northeast Quarter (NE4) of Section Three (3), Township Twenty-Four (24), Range Fourteen (14) East, Woodson County, Kansas.

Ehrhardt: Oil and Gas Lease dated August 29, 1947, from Matilda Ehrhardt, et vir, Lessors to C.C. Greene, Lessee, recorded in book 13, page 216, in the office of the Register of Deeds, Woodson County, Kansas Ehrhardt "A": The South Half of the Southeast Quarter (S2 SE4) of Section Thirty Three (33), Township Twenty Three (23), Range Fourteen (14) East of the Sixth Principal Meridian, Woodson County, Kansas. Ehrhardt "B": The South Half of the Southwest Quarter (S2 SW4) of Section Thirty-Three (33), Township Twenty-Three (23), Range Fourteen (14) East of the Sixth Principal Meridian, Woodson County, Kansas.

Ryser A: Oil and Gas Lease dated October 13, 1947, from Fred J Ryser, Lessor to C.C. Greene, Lessee, recorded in book 20, page 204 in the office of the Register of Deeds, Woodson County, Kansas The North Half of the Southeast Quarter (N2 SE4) of Section Thirty Three (33), Township Twenty Three (23), Range Fourteen (14) East of the Sixth Principal Meridian, Woodson County, Kansas.

Ryser B: Oil and Gas Lease dated October 13, 1947, from Fred J. Ryser, Lessor to C.C. Greene, Lessee, recorded in book 20, page 202 in the office of the Register of Deeds, Woodson County, Kansas The West Half of the Southwest Quarter (W2 SW4) of Section Thirty Four (34), Township Twenty Three (23), Range Fourteen (14) East of the Sixth Principal Meridian, Woodson County, Kansas.

Ryser C: Oil and Gas Lease dated September 2, 1947, from Fred J Ryser, Lessor to C.C. Greene, Lessee, recorded in book 20, page 213 in the office of the Register of Deeds, Woodson County, Kansas The South Half of the Northeast Quarter (S2 NE4) of Section Thirty Three (33), Township Twenty Three (23), Range Fourteen (14) East of the Sixth Principal Meridian, Woodson County, Kansas.

Gale Watts: Oil and Gas lease dated May 27, 1980, from Gale E. Watts and Mary Ann Watts, Lessors to Rantoul Energy Corporation, Lessee, recorded in book 50, page 369 in the office of the Register of Deeds, Woodson County, Kansas The East Half of the Southeast Quarter (E2 SE4) of Section Thirty Four (34), Township Twenty Three (23), Range Fourteen (14) East, Woodson County, Kansas.

Westlake: Oil and Gas lease dated September 24, 1947, from C. E. Westlake, Lessor to C.C. Greene, Lessee, recorded in book 21, page 24 in the office of the Register of Deeds, Woodson County, Kansas The West Half of the Southeast Quarter (W2 SE4) and the East Half of the Southwest Quarter (E2 SW4) of Section Thirty Four (34), Township Twenty-Three (23), Range Fourteen (14) East of the Sixth Principal Meridian, Woodson County, Kansas.

| NOODSON COUNTY REGISTER OF DEEDS<br>BOOK: S101 Page: 666<br>Pages Recorded: 1/31/2024 10:00:00 AM<br>Date Recorded: 1/31/2024 10:00:00 AM<br>Date Recorded: 1/31/2024 10:00:00 AM<br>ASSIGNMENT OF OIL AND GAS LEASE<br>That the Undersigned <u>Owens Oil Company. LLC</u> called Assignor, for in consideration of One Dollar (§1.00)<br>and other goods and valuable consideration, the receipt where of its hereby acknowledged, does hereby<br>sell, assign, transfers and set over unto <u>Sierra Energy. LLC</u> hereinafter called Assignee the Working<br>Interest in the lease per Exhibit A recorded in the office of the Register of Deeds Woodson County<br>Kansa.<br><b>PER EXHIBIT</b> "A"<br>This assignment is made by the Assignor without covenants or warranty of title, either<br>expressed or implied, but is made with full substitution and subrogation of Assignee in and to<br>all covenants and warranties by others heretofore given or made in respect to the interest<br>assigned here under. |
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|--|

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**Owens Oil Company, LLC** 

Bryson Owens, President

woods on County of Kansas State of

SS

by <u>Bryson Owens, President of Owens Oil Company, LLC</u>, a Kansas Limited Liability Company. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and hear last This instrument was acknowledged before me on the Iq4A day of <u>Nec Cm her</u>2023, above written.

:..

I metile Ame

A JAMIE S. MATILE EEE Notary Public - State of Kansas My Appt. Expires 1110124

Notary

# EXHIBIT A

the Register of Deeds, Woodson County, Kansas Northeast Quarter (NE4) of Section Three (3), Township Edwards, Lessors to John Haas and H. T. Laidlaw, Lessees, recorded in book 47, page 409 in the office of Bob Edwards #2: Oil and Gas Lease dated March 1, 1978, from Robert E. Edwards and Alberts M. Twenty-Four (24), Range Fourteen (14) East, Woodson County, Kansas.

County, Kansas. Ehrhardt "B": The South Half of the Southwest Quarter (S2 SW4) of Section Thirty-Three Greene, Lessee, recorded in book 13, page 216, in the office of the Register of Deeds, Woodson County, (33), Township Twenty-Three (23), Range Fourteen (14) East of the Sixth Principal Meridian, Woodson Kansas Ehrhardt "A": The South Half of the Southeast Quarter (S2 SE4) of Section Thirty Three (33), Township Twenty Three (23), Range Fourteen (14) East of the Sixth Principal Meridian, Woodson Ehrhardt: Oil and Gas Lease dated August 29, 1947, from Matilda Ehrhardt, et vir, Lessors to C.C. County, Kansas.

North Half of the Southeast Quarter (N2 SE4) of Section Thirty Three (33), Township Twenty Three (23), Ryser A: Oil and Gas Lease dated October 13, 1947, from Fred J Ryser, Lessor to C.C. Greene, Lessee, recorded in book 20, page 204 in the office of the Register of Deeds, Woodson County, Kansas The Range Fourteen (14) East of the Sixth Principal Meridian, Woodson County, Kansas.

South Half of the Northeast Quarter (S2 NE4) of Section Thirty Three (33), Township Twenty Three (23), Ryser C: Oil and Gas Lease dated September 2, 1947, from Fred J Ryser, Lessor to C.C. Greene, Lessee, recorded in book 20, page 213 in the office of the Register of Deeds, Woodson County, Kansas The Range Fourteen (14) East of the Sixth Principal Meridian, Woodson County, Kansas.

Deeds, Woodson County, Kansas The East Half of the Southeast Quarter (E2 SE4) of Section Thirty Four Gale Watts: Oil and Gas lease dated May 27, 1980, from Gale E. Watts and Mary Ann Watts, Lessors to Rantoul Energy Corporation, Lessee, recorded in book 50, page 369 in the office of the Register of (34), Township Twenty Three (23), Range Fourteen (14) East, Woodson County, Kansas. **Ryser A Land Owners** 

33-23-14

Marchelle L Birk and Thomas N Birk JT 408 N 5th St Burlington, KS 66839

Jimmie F Miller 4206 Clear Fork Dr Corpus Christi, TX 78410

Rory Roy Crumrine 1028 US Hwy 385 South Crane, TX 79731

GARY ROSING 18733 KRISTI WAY LAKE OSWEGO, OR 97035

DAVID ROSING 936 GEER RD TURLOCK, CA 95380

DEBBIE CALLAWAY 17170 MT ELIZABETH DR SONORA, CA 95370

# **OPERATING AGREEMENT**

|       | Operator: | Patriot Oil Company, LLC | Owners: | Sierra Energy, LLC<br>TomKay Holdings, |
|-------|-----------|--------------------------|---------|--|
| a 🔿 👘 |           |                          |         |  |

LLC

Effective Date: January 1, 2024.

See Exhibit A. B. and C The Lease:

1. Designation of Operator. Operator is engaged hereunder by Owners to operate for the production of oil certain working interests in the Lease owned by Owners solely as an independent contractor operating under and governed by this Agreement. Operator shall maintain its good standing with the Kansas Corporation Commission, Oil and Gas Conservation Division, and shall be listed as the operator of record for the Lease with the Oil and Gas Conservation Divisions as to the Lease, subject to paragraph 10 below. However, Operator shall not incur any liability for plugging any of the wells located upon the Lease or obtain any Ownership of the Lease or any personal property located thereon as a result of this agreement or as the designation of Operator as the operator of record for the Lease with the Kansas Corporation Commission, Oil and Gas Conservation Division.

2. Liability of Operator. Operator, shall not be liable for errors of business judgment or 2. Liability of Operator. Operator, shall not be liable for errors of business judgment of mistakes unless such errors or mistakes result from gross negligence or willful misconduct, and Operator may rely on the advice of counsel for any legal matters, and actions taken upon such advice shall be deemed in good faith. Owners agrees to indemnify, hold harmless and exonerate Operator from any and all claims by any other Owners of the Lease, any third party, or any governmental or state agency or administrative body, based upon the Operation of the Lease.

3. Operating Expenses and Production Revenue. All income and liabilities accrued and incurred in the operation of the Lease shall be borne exclusively by Owners.

4. Necessary Equipment and Materials. Operator, at its sole option may elect to 1) provide all labor, equipment and materials ancillary to the operating activities and be reimbursed tor all equipment and materials furnished by Operator at Operator's standard prices for such labor, equipment and materials; or, 2) require Owners to purchase all equipment and materials directly and subsequently provide the same to Operator to be used in operating the Lease. Owners SHALL provide all equipment and materials ancillary to the production operations upon the Lease. In the event Owners fails to provide all equipment and materials ancillary to the the Lease. In the event Owners fails to provide all equipment and materials ancillary to the production operations upon the Lease, Operator shall have the right, but not the obligation to purchase the same and to be reimbursed by Owners for said equipment and materials paid for by Operator. The Operator shall receive in addition to reimbursement for all costs incurred and also in addition to Operator's standard prices for any labor, equipment or materials supplied, an administrative fee.

5. Lien in Favor of Operator. Operator is given a first and preferred lien on the interest of the Owners in oil and gas produced and the proceeds thereof to secure the payment of all sums due from Owners. In the event Owners fails to pay any fee, cost or expense within the time limit described above, Operator, without prejudice to other existing remedies, is authorized, at its election, to collect from the purchaser or purchasers of oil or gas, the proceeds accruing to the interest of any Owner up to the amount owing by said Owner, and each purchaser of oil or gas is authorized to rely upon Operator's statement as to the amount owing by said Owner. Owners hereby grant to Operator a limited power of attorney and appoints Operator as its attorney in fact, empowered only with the limited authority to collect from the purchaser or purchasers of oil and gas, the proceeds accruing to the interest of the Owners pursuant to the authorization or consent by Owners. Owners hereby waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph. Without further authorization or consent by Owners. Owners hereby waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph. This paragraph shall in no way limit any of Operator's rights or remedies against Owners as a result of any Owners breach of this Agreement. 5. Lien in Favor of Operator. Operator is given a first and preferred lien on the interest

6. Term. This Agreement shall remain in full force and effect until either party shall elect to terminate said agreement pursuant to paragraph 10 hereof.

7. Insurance. Owners shall carry all insurance necessary to protect itself from any loss or liability relating to or resulting from the Lease, including oil and salt water spills or other environmental hazards. Operator shall not be required to carry insurance, nor shall Operator bear the risk of loss of any well or other equipment damaged by Operator while operating the wells located upon the Lease. Operator shall not be liable for any spills or damages caused by Operator while operating the wells located upon the Lease unless Operator's actions have been found to be gross negligence or willful misconduct. Owners shall be responsible for plugging all abandoned or damaged wells in accordance with the applicable rules and regulations. Owners shall be responsible for ensuring that all of the Lease comply with applicable statutes rules and regulations, all fines, penalties or orders issued by state or federal administrative agencies shall be directed to and paid directly by Owners.

8. Lease Burdens. Owners shall bear the responsibility for ensuring that all lease covenants and production requirements are complied with, Operator shall not be liable to Owners for any oil and gas lease which is terminated, forfeited, or canceled as a result of Operator's actions or inaction.

9. Termination of Agreement. Either party may terminate this agreement at any time by delivering written notice to the other party not less than ninety (90) days prior to the desired termination date. Provided however none of the individual Owners shall have the right to terminate this agreement unless the owners of not less than 75% of the working interest in the Lease elect to so terminate this agreement, any election to terminate this agreement by the owners of less than 75% of the working interest in the Lease shall be ineffective and said electing Owners shall continue to be bound by this Agreement. Upon termination of this agreement each party shall be relieved of all duties and obligations arising subsequent to the date of termination. Upon the termination of this Agreement Owners shall promptly designate a new operator with the Kansas Corporation Division, Oil and Gas Conservation Division for the Lease and all wells located thereon.

10. Mining Partnership. The liability of the parties shall be several, not joint or collective. Each Owner shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing and operating the Lease. It is not the intention of the parties to create, nor shall this agreement be construed as creating a partnership or association or to render them liable as partners or joint venturers. Owners agrees that Operator is not assuming a fiduciary relationship to Owners in performing the terms of this agreement, nor shall Operator owe any duty to Owners greater than the duty of good faith and fair dealing. In their relations with each other under this agreement, the Owners shall not be considered fiduciaries or to have established a confidential relationship but rather shall be free to act on an arm'slength basis in accordance with their own respective selfinterest, subject, however, to the obligation of the Owners to act in good faith in their dealings with each other with respect to activities nereunder

11. **Further Development.** No Owner shall cause any additional wells to be drilled upon the Lease without first giving all other Owners the opportunity to participate in the cost of drilling said well. No well which is producing in paying quantities shall be deepened, plugged, plugged back, re-completed or side tracked without the written consent of all remaining Owners.

12. Waiver of Rights to Partition. Each Owner hereto owning an undivided interest in the Lease waives any and all rights it may have to partition and have set aside to it in severalty its undivided interest therein.

13. Preferential Right to Purchase. Should any Owner desire to sell all or any part of its interest in the Lease, it shall promptly give written notice to the other parties, with full information concerning its proposed disposition, which shall include the name and address of the prospective transferee (who must be ready, willing and able to purchase), the purchase price, a legal description sufficient to identify the property, and all other terms of the offer. The other Owners shall then have an optional prior right, for a period of thirty (30) days after the notice is delivered, to purchase for the stated consideration on the same terms and conditions the interest which the other Owner proposes to sell; and, if this optional right is exercised, the purchasing Owners shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing Owners. However, there shall be no preferential right to purchase in those cases where any Owner wishes to mortgage its interests, or to transfer title to its interests to its mortgagee in lieu of or pursuant to foreclosure of a mortgage of its interests by merger, reorganization, consolidation, or by sale of

all or substantially all of its Oil and Gas assets to any party, or by transfer of its interests to a subsidiary or parent company or to a subsidiary of a parent company, or to any company in which such party or any of its employees own a majority of the stock.

14. Settlement of Claims. Operator shall have the right to compromise, settle and adjust any claim for damages which may be made by any landowner or adjoining landowner, which damage may result from the operation of the wells located upon the Lease. Owners shall reimburse Operator for any damages advanced by Operator.

15. Force Majeure. If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to make monetary payments, that party shall give prompt written notice to the other party of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as it is affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all possible diligence to remove the force majeure as quickly as possible.

16. **Counterparts.** This agreement may be executed in one or more counterparts as one agreement and shall be binding upon Operator and Owners, their heirs, devisees, legatees, administrators, executors, successors and assigns, when executed by Owners and Operator.

17. Joint Drafters. The parties shall be considered joint drafters of this Agreement so as not to construe this Agreement against one party as drafter more than the other.

18. Severability. In the event that one or more of the provisions hereof shall be held to be illegal, invalid, or unenforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.

19. Amendments. This Agreement may be amended or modified only by a written instrument executed by the Owners and Operator.

20. Applicable Law. This Agreement shall be governed, construed and enforced in accordance with the laws of Kansas. The venue of any action shall be in Miami County, Kansas.

21. Prior Agreements. This Agreement, as may be amended, and the exhibits attached hereto constitute the entire Agreement between Owners and Operator with respect to the operation of the Lease and supersedes all prior Agreements and understandings between the parties hereto relating to the subject matter hereof.

22. Waiver. No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance of this Agreement shall be constructed as a consent or waiver to or of any subsequent breach or default in the performance by such other party of the same or any other obligations hereunder.

23. Notices. All notices permitted or required hereunder shall be deemed given upon depositing said notice in the United States mail postage prepaid addressed to the other party at the address shown above or such other address as may be subsequently designated by such party.

24. Time is of the Essence. Both parties agree that time is of the essence in this Agreement and that all things to be done, must be done timely and that any delay in the performance of any obligation contained herein, no matter how slight, shall be deemed a material default under this Agreement.

25. Third Party Beneficiaries. The parties stipulate and agree that this Agreement is not intended for the benefit of any third parties and that there shall be no third-party beneficiaries to this Agreement who shall be entitled to enforce the terms of this agreement against either of the parties hereto.

This Operating Agreement shall be effective on the effective date shown above.

| <b>Operator:</b> |              |  |
|------------------|--------------|--|
| Patriot Oil      | company, LLC |  |

By:

Non-Operator: Sierra Energy, LLC

By:

Page 3 of 2

Bryson Owens, President

Tim Q He Tom Heckman

TomKay Holdings, LLC

By:

Tom

Heckman,

#### EXHIBIT C

#### STEINFORTH ESTATE LEASE

All of Assignor's interest in and to the oil and gas lease dated February 16, 1954, from Louis A. Steinforth & Pearl Steinforth, his wife; Elma M. Steinforth, a widow; Charles R. Steinforth and Marjorie Steinforth, his wife; Mildred Bacon and George Bacon, her husband, lessor, to William E. Willis, lessee, recorded in Book 25, Page 482 in the office of the Register of Deeds of Woodson County, Kansas, in so far as said lease covers the South Half (S/2) of Section 18, Township 26S, Range 15E, Woodson County, Kansas. ALSO INCLUDING:

All of Assignor's interest in and to the oil and gas lease dated February 2, 2018, from Loren Steinforth, lessor to Mormeg, LLC, lessee recorded in Book S98, Page 586 in the office of the Register of Deeds of Woodson County, Kansas, in so far as said lease covers The South Half (S/2) of Section 18, Township 26S, Range 15E, Woodson County, Kansas.

#### STEINFORTH "B" LEASE

All of Assignor's interest in and to the oll and gas lease dated June 2, 1945, from Louis A. Steinforth & Pearl Steinforth, his wife; to C.L. Sheedy, lessee, recorded in Book 18, Page 21 in the office of the Register of Deeds of Woodson County, Kansas, in so far as said lease covers the South Half of the Northeast Quarter (S/2 NE/4) of Section 13, Township 26S, Range 14E, Woodson County, Kansas.

#### STEINFORTH "A" LEASE

All of Assignor's interest in and to the oil and gas lease dated May 28, 1982, from Loren L. Steinforth & Vera Lee Steinforth, husband and wife; to Clyde Hill, lessee, recorded in Book 57, Page 146 in the office of the Register of Deeds of Woodson County, Kansas, in so far as said lease covers The North Half of Northeast Quarter (N/2 NE/4) Section 13, Township 26 South, Range 14 East, and commencing at the northwest corner of Section 18, Township 26 South, Range 15 East running thence East on section line 14 rods to Big Sandy Creek, thence down channel of said creek to where it crosses township or range line, thence north 110 rods to place of beginning.

#### STEINFORTH "C" LEASE

All of Assignor's interest in and to the oil and gas lease dated February 10, 1965, from Marie Stockebrand and Robert E. Stockebrand Jr., her husband; Loren Steinforth and Vera Lee Steinforth, his wife, lessor, to Robert E. Stockebrand Jr., lessee, recorded in Book 27, Page 183 in the office of the Register of Deeds of Woodson County, Kansas, in so far as said lease covers The East Half of the Southeast Quarter (E/2 SE/4) of Section 13, Township 26S, Range 14E, Woodson County, Kansas.

## EXHIBIT C

#### SILVER CITY "A" LEASE

All of Assignor's interest in and to the oil and gas lease dated November 12, 1954, from C.H. Lauber, a single man, Glen W. Lauber and Maxine Lauber, his wife, Myrtle A. Winters, formerly Myrtle A. Lauber and George Winters, her husband, Edna L. Mitchell and Beryl Mitchell, her husband, lessor, to Cecil Jones, lessee, recorded in Book 21, Page 533 in the office of the Register of Deeds of Woodson County, Kansas, in so far as said lease covers The Southeast Quarter (SE/4) and the North Half (N/2) of Section 19, Township 26, Range 15, Woodson County, Kansas.

ALSO INCLUDING:

All of Acsignor's interest in and to the oil and gas lease dated February 2, 2018, from Loren Steinforth, lessor, to Mormeg, LLC, lessee, recorded in Book S98, Page 570 in the office of the Register of Deeds of Woodson County, Kansas in so far as said lease covers The North Half (N/2) and the Southeast Quarter (SE/4) of Section 19, Township 26S, Range 15E, Woodson County, Kansas.

#### BREWER LEASE

All of Assignor's interest in and to the oil and gas lease dated August 12, 1947, from C.E. Stanley and Marguerite Lenora Stanley, his wife, and Morris H. Cundiff and Lorenne Cundiff, his wife, lessor, to L-M. McCormick, lessee, recorded in Book 21, Page 1 in the office of the Register of Deeds of Woodson County, Kansas, in so far as said lease covers The North Half Southwest Quarter (N/2 SW/4); and also a tract beginning at the Southwest corner of the North Half of the Southwest Quarter, thence South 45 rods to center of the Creek; thence Northeast along center of said creek to East line of said Southwest Quarter, thence West 160 rods to place of beginning, all in Section 13, Township 26, Range 14, Woodson County, Kansas.

#### STEINFORTH "ASHLEY LEASE"

All of Assignor's interest in and to the oil and gas lease dated August 12, 1947, from C.E. Stanley and Marguerite Lenora Stanley, his wife, and Morris H. Cundiff and Lorenne Cundiff, his wife, lessor, to L.M. McCormick, lessee, recorded in Book 21, Page 1 in the office of the Register of Deeds of Woodson County, Kansas, in so far as said lease covers The East Half of the Northwest Quarter (E/2 NW/4) of Section 13, Township 26, Range 14, Woodson County, Kansas;

#### SILVER CITY B/CLYDE HILL LEASE

All of Assignor's interest in and to oil and gas leases upon Southwest Quarter (SW/4) and the Northwest Quarter of the West Half (NW/4 W/2) of the Northeast Quarter (NE/4) of Section 20, Township 26, Range 15, Woodson County, Kansas.

#### SAUBERS LEASE

All of Assignor's interest in and to oil and gas leases upon the West Half of the Southeast Quarter (W/2 SE74) of Section 13, Township 26, Range 14, Woodson County, Kansas

#### EXHIBIT A

Bob Edwards #2: Oil and Gas Lease dated March 1, 1978, from Robert E. Edwards and Alberts M. Edwards, Lessors to John Haas and H. T. Laidlaw, Lessees, recorded in book 47, page 409 in the office of the Register of Deeds, Woodson County, Kansas Northeast Quarter (NE4) of Section Three (3), Township Twenty Four (24), Range Fourteen (14) East, Woodson County, Kansas.

Ehrhardt: Oil and Gas Lease dated August 29, 1947, from Matilda Ehrhardt, et vir, Lessors to C.C. Greene, Lessee, recorded in book 13, page 216, in the office of the Register of Deeds, Woodson County, Kansas Ehrhardt "A": The South Half of the Southeast Quarter (S2 SE4) of Section Thirty Three (33), Township Twenty Three (23), Range Fourteen (14) East of the Sixth Principal Meridian, Woodson County, Kansas. Ehrhardt "B": The South Half of the Southwest Quarter (S2 SW4) of Section Thirty-Three (33), Township Twenty-Three (23), Range Fourteen (14) East of the Sixth Principal Meridian, Woodson County, Kansas.

Ryser A: Oil and Gas Lease dated October 13, 1947, from Fred J Ryser, Lessor to C.C. Greene, Lessee, recorded in book 20, page 204 in the office of the Register of Deeds, Woodson County, Kansas The North Half of the Southeast Quarter (N2 SE4) of Section Thirty Three (33), Township Twenty Three (23), Range Fourteen (14) East of the Sixth Principal Meridian, Woodson County, Kansas.

Ryser C: Oil and Gas Lease dated September 2, 1947, from Fred J Ryser, Lessor to C.C. Greene, Lessee, recorded in book 20, page 213 in the office of the Register of Deeds, Woodson County, Kansas The South Half of the Northeast Quarter (S2 NE4) of Section Thirty Three (33), Township Twenty Three (23), Range Fourteen (14) East of the Sixth Principal Meridian, Woodson County, Kansas.

Gale Watts: Oil and Gas lease dated May 27, 1980, from Gale E. Watts and Mary Ann Watts, Lessors to Rantoul Energy Corporation, Lessee, recorded in book 50, page 369 in the office of the Register of Deeds, Woodson County, Kansas The East Half of the Southeast Quarter (E2 SE4) of Section Thirty Four (34), Township Twenty Three (23), Range Fourteen (14) East, Woodson County, Kansas.

# EXHIBIT B

#### **BOWER LEASE**

| LESSOR:           | Leslie B. Bower and Maxine L. Bower, husband and wife.                |
|-------------------|---|
| LESSEE:           | Ray V. Nordmeyer and Harry J. Nordmeyer                               |
| DATE:             | March 25, 1981  |
| <b>RECORDED</b> : | Book 53, Page 422   |
| LAND:             | The Southeast Quarter (SE1/4), Section 27, Township 26 S, Range 14 E. |
|                   | Containing 160 acres more or less. Woodson County, Kansas.            |

#### ECCO LEASE

| LESSOR:          | Ecco Ranch, Inc.                 |
|------------------|----------------------------------|
| LESSEE:          | White Pine Petroleum Corporation |
| DATE:            | March 28, 1984                   |
| <b>RECORDED:</b> | 61M/498                          |
| LAND:            | SW4 of Section 33-26S-15E        |

| Ecco Ranch, Inc.                 |
|----------------------------------|
| White Pine Petroleum Corporation |
| March 28, 1984                   |
| 61M/496                          |
| SE4 of Section 33-26S-15E        |
|                                  |

#### ASHLOCK LEASE

| LESSOR: | Rex R and | 1 Janetta | M Ashlock |
|---------|-----------|-----------|-----------|
|         |           |           |           |

LESSEE: Owens Petroleum II, LLC

**DATE:** June 11, 2021

RECORDED: Book: 2021, Page: 722

LAND: The Northeast Quarter (NE1/4) of Section Fifteen (15), Township Twenty-five (25) South, Range Thirteen (13), East of the Sixth Principal Meridian, in Greenwood County, Kansas.

# EXHIBIT B

| ASHLOCK 'A | -B' (NORDMEYER) LEASE   |
|------------|---|
| LESSOR:    | Ashlock, Inc., A Nevada Corporation   |
| LESSEE:    | Harry J. Nordmeyer and Ray V. Nordmeyer   |
| DATE:      | November 2, 2005  |
| RECORDED:  | Book S87, Page 253-256  |
| LAND:      | The East Half (E/2) and the East Half of the Northeast Quarter of the Southwest |
|            | Quarter (E/2 NE/4 SW/4) all in Section 14, Township 25 South, Range 13 East,    |
|            | representing 90.10 acres more or less. Woodson County, Kansas.                  |
|            | AND   |
| LESSOR:    | Harry J. Nordmeyer and Yvonne Nordmeyer, husband and with and Ray V. Nordmeyer, |
|            | a single person   |
| LESSEE:    | Nordmeyer Oil, Inc.   |
| DATE:      | January 30, 2007  |
| RECORDED:  | Book S88, Page 44-47  |
| LAND:      | The East Half (E/2) and the East Half of the Northeast Quarter of the Southwest |
|            | Quarter (E/2 NE/4 SW/4) all in Section 14, Township 25 South, Range 13 East,    |
|            | representing 249.90 acres more or less. Woodson County, Kansas.                 |