

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1

July 2014

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 SectionType of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☐ Drilling

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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 \_\_\_\_\_

KDOR Lease No.: \_\_\_\_\_

[illegible]

\* 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 2014  
**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 (House Bill 2032), 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: \_\_\_\_\_

**PURSUANT TO KSA 79-1437, A REAL ESTATE VALIDATION QUESTIONNAIRE IS  
NOT REQUIRED DUE TO EXEMPTION #6**

When recorded return to:  
Presidio WAB LLC  
c/o Presidio Petroleum LLC  
Attention: General Counsel and Vice President of Land  
500 W. 7th Street  
Suite 806  
Fort Worth, Texas 76102

**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE**

|                 |   |                                 |
|-----------------|---|---------------------------------|
| STATE OF KANSAS | § |                                 |
|                 | § | KNOW ALL MEN BY THESE PRESENTS: |
| COUNTY OF MEADE | § |                                 |

THAT this Assignment, Bill of Sale, and Conveyance ("**Assignment**") is effective for all purposes as of 12:01 a.m. Central time on December 1, 2018 ("**Effective Time**"), between Apache Corporation, a Delaware corporation ("**Apache**"), Cordillera Energy Partners III, LLC, a Colorado limited liability company ("**CEP III**"), and Granite Operating Company, a Texas corporation ("**GOC**," and collectively with Apache and CEP III, "**Assignor**"), whose address is 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056, and Presidio WAB LLC, a Delaware limited liability company ("**Assignee**"), whose address is 500 W. 7th Street, Suite 803, Fort Worth, Texas 76102. Assignor and Assignee may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

Assignor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANT, DEED, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee, all of Assignor's right, title and interest in and to the following assets and properties, but excluding and reserving unto Assignor the Reserved Assets (such properties, after giving effect to such exclusion and reservation, the "**Assets**");

- (a) the oil and gas leases, subleases, and other leaseholds, or portions thereof, (I) as described on **Exhibit A** or (II) on which any of the Wells listed on **Exhibit B** are located, in each case together with (i) any and all other right, title and interest of Assignor in and to the leasehold estates created thereby (such leases, the “**Leases**”), (ii) all related rights and interests in the lands covered by the Leases and any lands pooled, communitized or unitized therewith (such lands, the “**Lands**”), (iii) all contractual interests in production relating thereto, royalty interests, overriding royalty interests, production payments and other payments out of or measured by the value of oil and gas production from or attributable to the Leases or the Lands, (iv) any amendments, extensions, acreage designations, ratifications and/or partial releases affecting the Leases, (v) all rights, privileges, benefits and powers conferred upon the holder of the Leases with respect to the use and occupation of the Lands, and (vi) all tenements, hereditaments, and appurtenances belonging to such Leases and Lands;
- (b) all unitization and pooling agreements, declarations and orders and rights and interests in, under or derived therefrom with respect to any of the Leases and Wells and the units created thereby (the “**Units**”), including any pooled or unitized interests or force pooled interests;
- (c) all oil and gas wells, salt water disposal wells, injection wells, water source wells, disposal, evaporation pits and other wells and wellbores that are (i) located on the Leases, Lands or Units, including those listed on **Exhibit B**, or (ii) used in connection with but not located on the Leases, Lands or Units and listed on **Exhibit B**, in each case, whether producing, plugged or unplugged, shut in, or permanently or temporarily abandoned (together, clauses (i) and (ii) the “**Wells**”);
- (d) to the extent not used or held in connection with Reserved Assets all natural gas, casinghead gas, drip gasoline, natural gas liquids, condensate, products, crude oil, and other hydrocarbons (including produced water and carbon dioxide), whether gaseous or liquid, produced from or attributable to the Leases, Units and/or Wells (“**Hydrocarbons**”) which are in storage or line fill above the pipeline connection as of the Closing Date;
- (e) [RESERVED];
- (f) [RESERVED];
- (g) to the extent transferable (with Consent, if applicable, but without the payment of any fee unless Assignee agrees to pay such fee) and to the extent not used or held in connection with Reserved Assets, the permits, licenses, servitudes, easements, rights-of-way, easement variances, authorizations and other surface interests, surface use rights and surface agreements, in each case, to the extent used or held for use in connection with the ownership, operation, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from the Leases, Units and Wells, Hydrocarbons, and/or Mineral Interests, including those set forth on **Exhibit C** (the “**Surface Agreements**”);

- (h) to the extent not used or held in connection with Reserved Assets, all personal property, fixtures, piping, pipelines, gathering systems, flowlines, compressors, tanks, treatment facilities, injection facilities, disposal facilities, compression facilities, improvements, and facilities appurtenant to and used in connection with the ownership or operation of the Leases, Wells, Hydrocarbons, Mineral Interests, and/or Surface Agreements (collectively, the **"Equipment"**);
- (i) to the extent transferable and to the extent not used or held in connection with Reserved Assets, all contracts, agreements and instruments by which any of the Leases, Wells, Hydrocarbons, Mineral Interests, Surface Agreements, and/or Equipment are bound or which otherwise relate thereto, but only such portions thereof to the extent applicable to the Leases, Wells, Hydrocarbons, Mineral Interests, Surface Agreements, and/or Equipment rather than any other interests of Assignor or any of its Affiliates, including product purchase and sale contracts, gas gathering contracts, salt water disposal agreements, processing or treating agreements, transportation agreements, facilities sharing agreements, compression agreements, production handling agreements, equipment leases, pipeline lease agreements, farmouts and farmins, options, orders, unitization, pooling, spacing or consolidation agreements, area of mutual interest agreements and operating agreements, including those set forth on **Exhibit E** attached to the PSA (the **"Contracts"**), but excluding, however, any Lease, Surface Agreement and those Contracts set forth on **Schedule 5.6** to the PSA;
- (j) the Inventory;
- (k) any and all field offices owned by Assignor and used in connection with the ownership or operation of the Leases, Wells, Hydrocarbons, Mineral Interests, Surface Agreements, and/or Equipment;
- (l) any and all communication towers and related antennas and equipment owned by Assignor and used in connection with the ownership or operation of the Leases, Wells, Hydrocarbons, Mineral Interests, Surface Agreements, and/or Equipment;
- (m) subject to Section 3.3 of the PSA, and as listed on **Schedule 2.2(m)** attached to the PSA, all rights with respect to overproduction, underproduction, overdelivery or underdelivery of Hydrocarbons produced from or allocated to the Leases or Wells or otherwise attributable to any Equipment or Contract, regardless of when such rights arose or whether attributable to any facility, wellhead, pipeline, plant, gathering system, transportation system, or otherwise (collectively, **"Imbalances"**); and
- (n) the Records.

TO HAVE AND TO HOLD all of the Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and its successors, legal representatives, and assigns forever, subject to the terms and conditions of this Assignment.

This Assignment is made, delivered and accepted pursuant and subject to the terms and provisions of that certain Purchase and Sale Agreement dated as of May 9, 2019, between Assignor and Presidio Investment Holdings LLC, a Delaware limited liability company and predecessor-in-interest to Assignee (as such has or may hereinafter be supplemented, modified or amended from time to time, the “PSA”). The terms and conditions of the PSA, including, without limitation, representations, warranties and covenants set forth in the PSA, shall survive to the extent provided in the PSA and shall not merge with or be superseded by this Assignment, and such terms and conditions shall remain in full force and effect to the full extent provided therein, and to the extent of a conflict between the provisions of the PSA and this Assignment, the provisions of the PSA shall govern and control. Capitalized terms used herein but not otherwise defined herein and defined in the PSA shall have the meanings assigned to such terms in the PSA, and the interpretative provisions contained in Sections 14.15 and 14.16 of the PSA are incorporated herein by reference, *mutatis mutandis*. Notwithstanding the foregoing, third parties may conclusively rely on this Assignment to vest title to the Leases, Lands, Mineral Interests, Units, Wells, Hydrocarbons, Surface Agreements, Equipment, Contracts, Inventory, Imbalances and/or Records in Assignee.

Assignor hereby reserves and excepts from the sale and conveyance of the Assets and retains in favor of itself, its successors and assigns, the following (collectively, the “Reserved Assets”):

- (a) other than with respect to Imbalances, all accounts receivable arising out of, associated with, or relating to the Assets that, in accordance with GAAP, are attributable to the period prior to the Effective Time, regardless of when received, including all insurance proceeds and Third Party recoveries attributable to any event occurring prior to the Effective Time;
- (b) other than with respect to Imbalances, all claims and rights relating to overpayments or refunds of costs and expenses (including Royalties and Asset Taxes, other than refunds of Asset Taxes (which are subject to **Section 11.7** of the PSA)) arising out of, associated with, or relating to the Assets that, in accordance with GAAP, are attributable to the period prior to the Effective Time, including the right to initiate, prosecute or participate in, at Assignor’s sole cost and expense, all audits, audit claims and Asset Tax claims or Proceedings relating to or including periods prior to the Effective Time, regardless of when commenced or received, arising out of or under applicable Law, contracts and agreements or otherwise, and to recover all costs and expenses claimed or shown by such audits or Proceedings as owing to the owner of the Assets for periods prior to the Effective Time, except in each case to the extent such claims and rights form the basis for a defense to an Assumed Obligation or arise from the same facts and circumstances as an Assumed Obligation;
- (c) (i) with respect to any Contract or Surface Agreement that relates in part to the Assets and in part to other assets or interests of Assignor (such Contract or Surface Agreement, a “**Shared Use Agreement**”) that can be assigned in part to Assignee, the portions of such Shared Use Agreement that relate to such other assets or

interests of Assignor, and (ii) with respect to any Shared Use Agreement that cannot be assigned in part to Assignee, the entirety of such Shared Use Agreement;

- (d) all Records that may be retained by Assignor pursuant to **Section 2.2(n)** of the PSA or **Section 11.2** of the PSA;
- (e) any Hedge Contracts, Debt Contracts and master service agreements of Seller or its Affiliates;
- (f) all software owned by Assignor or licensed to Assignor;
- (g) any patent, patent application, logo, service mark, copyright, trade name or trademark of or associated with Assignor or any Affiliate of Assignor or any business of Assignor or of any Affiliate of Assignor;
- (h) employment records; and
- (i) the items identified on **Schedule 2.3(i)** attached to the PSA.

Assignor warrants Defensible Title to the Assets unto Assignee, its successors and assigns, against all Persons claiming or to claim the same or any part thereof BY, THROUGH, OR UNDER ASSIGNOR OR ITS SPECIFIED AFFILIATES, BUT NOT OTHERWISE; provided, however, that Assignee shall not be entitled to, and hereby disclaims, protection under this paragraph (a) against any Title Defect (i) asserted by Assignee to Assignor in a Title Defect notice delivered by Assignee pursuant to Section 6.2(a) of the PSA, or (ii) with respect to which Assignee had Knowledge but did not assert in a Title Defect notice pursuant to Section 6.2(a) of the PSA prior to the Defect Deadline or (b) to the extent the claim under this Assignment arose by, through, or under a Specified Affiliate prior to the time that such Specified Affiliate became an Affiliate of Apache.

Assignor hereby specifically assigns to Assignee all rights, claims and causes of action on title warranties given or made by Assignor's and its Specified Affiliates' predecessors-in-interest to the extent applicable to Assignor's interest in the Assets conveyed pursuant to the terms of this Assignment and Assignee is specifically subrogated to all rights which Assignor and its Specified Affiliates may have against its predecessors-in-interest to the extent applicable to Assignor's interest in the Assets, to the extent that Assignor may legally transfer such rights and grant such subrogation.

The Assets conveyed by this Assignment shall not include (w) the mineral fee interests, mineral rights and mineral servitudes conveyed by the Mineral Deed, (x) the surface fee lands conveyed by the Special Warranty Deed, (y) the vehicles conveyed by the Vehicle Bill of Sale or (z) the Surface Agreements conveyed by the Assignment and Conveyance contemplated by Section 10.3(r) of the PSA (the "**Assignment and Conveyance**"). Assignor and Assignee acknowledge and agree that the Mineral Deed, Special Warranty Deed, Vehicle Bill of Sale, Assignment and Conveyance and this Assignment (including all recorded counterparts thereof) are intended to COLLECTIVELY convey to Assignee all of the "Assets" as described in and assigned pursuant to the PSA, and that such instruments are not intended to effect multiple conveyances of the same properties or interests in the properties covered thereby. Certain Assets that are leased



from, or require the approval to transfer by, a governmental entity are conveyed under this Assignment and also are described and covered by other separate assignments made by Assignor to Assignee on officially approved forms, or forms acceptable to such entity, in sufficient multiple originals to satisfy applicable statutory and regulatory requirements. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed in this Assignment.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR IN THE PSA, THE CERTIFICATES DELIVERED BY ASSIGNOR AT CLOSING AND THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, ASSIGNEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT ASSIGNOR IS NOT MAKING AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE ASSETS, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE CONDITION, VALUE, TITLE, QUALITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE ASSETS, THE NATURE OR EXTENT OF ANY LIABILITIES WITH RESPECT TO THE ASSETS, COMPLIANCE WITH ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT INCLUDING, WITHOUT LIMITATION, NATURALLY OCCURRING RADIOACTIVE MATERIAL OR ASBESTOS, OR PROTECTION OF THE ENVIRONMENT OR HEALTH, THE EFFECTIVENESS OR THE SUCCESS OF ANY OPERATIONS WITH RESPECT TO THE ASSETS, OR THE ACCURACY OR COMPLETENESS OF ANY DOCUMENTS, PROJECTIONS, MATERIAL, OR OTHER INFORMATION (FINANCIAL OR OTHERWISE) REGARDING THE ASSETS FURNISHED TO ASSIGNEE OR ITS REPRESENTATIVES OR MADE AVAILABLE TO ASSIGNEE OR ITS REPRESENTATIVES IN ANY "DATA ROOMS," "VIRTUAL DATA ROOMS," MANAGEMENT PRESENTATIONS OR IN ANY OTHER FORM IN EXPECTATION OF, OR IN CONNECTION WITH, THE TRANSACTIONS CONTEMPLATED HEREBY, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, AND NO OFFICER, AGENT, REPRESENTATIVE, OR EMPLOYEE OF ASSIGNOR HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO MAKE ANY REPRESENTATIONS, WARRANTIES, OR AGREEMENTS NOT SPECIFICALLY SET FORTH IN THIS ASSIGNMENT, THE PSA OR IN THE CERTIFICATES DELIVERED BY ASSIGNOR AT CLOSING. IT IS THE EXPRESS INTENTION OF ASSIGNEE AND ASSIGNOR, THAT SUBJECT TO ASSIGNEE'S RIGHTS UNDER THIS ASSIGNMENT AND THE PSA AND EXCEPT AS PROVIDED IN THIS ASSIGNMENT, THE PSA OR IN THE CERTIFICATES DELIVERED AT CLOSING, THE ASSETS SHALL BE CONVEYED TO ASSIGNEE "AS IS, WHERE IS, WITH ALL FAULTS" AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR. SUBJECT TO ASSIGNEE'S RIGHTS UNDER THIS ASSIGNMENT AND THE PSA, ASSIGNEE REPRESENTS AND WARRANTS TO ASSIGNOR THAT IT HAS MADE SUCH INSPECTIONS WITH RESPECT TO THE ASSETS AS ASSIGNEE DEEMS APPROPRIATE AND ASSIGNEE WILL ACCEPT THE ASSETS "AS IS, WHERE IS, WITH ALL FAULTS," IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

EXCEPT AS PROVIDED IN THIS ASSIGNMENT, THE PSA, OR IN THE CERTIFICATES DELIVERED AT CLOSING, ASSIGNEE SPECIFICALLY DISCLAIMS THAT IT IS RELYING UPON OR HAS RELIED UPON ANY OTHER REPRESENTATIONS OR WARRANTIES THAT MAY HAVE BEEN MADE BY ANY PERSON ACTING BY OR

ON BEHALF OF ASSIGNOR OR ANY OTHER PERSON, AND ACKNOWLEDGES AND AGREES THAT ASSIGNOR HAS SPECIFICALLY DISCLAIMED AND DOES HEREBY SPECIFICALLY DISCLAIM ANY SUCH OTHER REPRESENTATION OR WARRANTY MADE BY ANY PERSON ACTING BY OR ON BEHALF OF ASSIGNOR.

ASSIGNEE SPECIFICALLY DISCLAIMS ANY OBLIGATION OR DUTY BY ASSIGNOR TO MAKE ANY DISCLOSURES OF FACT NOT REQUIRED TO BE DISCLOSED PURSUANT TO THIS ASSIGNMENT OR THE PSA.

This Assignment shall be binding upon and inure to the benefit of the Parties and their respective heirs, assigns, successors, and transferees.

THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PROVISIONS (EXCEPT THAT, WITH RESPECT TO ISSUES RELATING TO REAL PROPERTY FOR ASSETS LOCATED IN STATES OTHER THAN THE STATE OF TEXAS, THE LAWS OF THE STATE WHERE SUCH ASSETS ARE LOCATED SHALL GOVERN).

THE PARTIES STIPULATE AND HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE UNITED STATES DISTRICT COURT AND THE TEXAS STATE DISTRICT COURT SITTING IN HOUSTON, HARRIS COUNTY, TEXAS WITH RESPECT TO ALL DISPUTES IN ANY WAY ARISING OUT OF, ASSOCIATED WITH, OR RELATING TO THIS ASSIGNMENT.

All Exhibits attached hereto are hereby made part hereof and incorporated herein by this reference. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located.

This Assignment is intended to be recorded and filed of record. To facilitate recordation, there are omitted from the Exhibits to this Assignment in certain counterparts descriptions of property located in recording jurisdictions other than the jurisdiction (tax district, county, state or federal agency) in which the particular counterpart is to be filed or recorded.

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank – Signature Pages Follow]*

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed on the date set forth in their respective acknowledgement clauses below, but effective for all purposes as of the Effective Time.

ASSIGNOR:

APACHE CORPORATION <sup>9</sup>

By: Michelle Taylor  
Name: Michelle Taylor  
Title: Attorney in Fact

CORDILLERA ENERGY PARTNERS III, LLC <sup>9</sup>

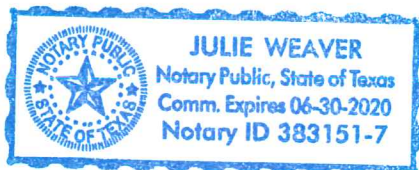
By: Michelle Taylor  
Name: Michelle Taylor  
Title: Attorney in Fact

GRANITE OPERATING COMPANY <sup>9</sup>

By: Michelle Taylor  
Name: Michelle Taylor  
Title: Attorney in Fact

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on this 8<sup>th</sup> day of July, 2019, by Michelle Taylor, as Attorney in Fact of each of Apache Corporation, a Delaware corporation, Cordillera Energy Partners III, LLC, a Colorado limited liability company, and Granite Operating Company, a Texas corporation, on behalf of each said entity.



Julie Weaver  
Notary Public in and for the State of Texas

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed on the date set forth in their respective acknowledgement clauses below, but effective for all purposes as of the Effective Time.

*ASSIGNEE:*

PRESIDIO WAB LLC

By: Presidio Investment Holdings LLC,

Its: Manager

By: \_\_\_\_\_

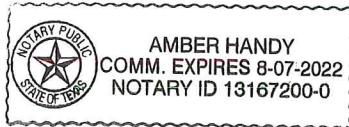
Name: Brett Barnes

Title: General Counsel and Vice President, Land

THE STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

This instrument was acknowledged before me on this 8th day of July, 2019, by Brett Barnes, as General Counsel and Vice President, Land of Presidio Investment Holdings LLC, a Delaware limited liability company, as the manager of Presidio WAB LLC, a Delaware limited liability company, on behalf of said limited liability company.



Amber Handy  
Notary Public in and for the State of Texas

**EXHIBIT A**  
**TO**  
**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE**  
**LEASES**

EXHIBIT A  
to Assignment, Bill of Sale, and Conveyance dated effective December 1, 2018, by and between Apache Corporation, et al., as Assignor, and Presidio WAB LLC, as Assignee  
LEASES

| LEASE NO | LEASE DATE | LESSOR                                  | LESSEE                        | RECORDING* |     |  | DESCRIPTION          | COUNTY | STATE |
|----------|------------|---|-------------------------------|------------|-----|--|----------------------|--------|-------|
| 2512041  | 8/20/1982  | JACK T SANDERS ET UX                    | MARK A WILLIAMS INC           | 56         | 7   |  | T32S R28W Section 20 | MEADE  | KS    |
| 2512042  | 8/20/1982  | JACK T SANDERS ET UX                    | MARK A WILLIAMS INC           | 56         | 4   |  | T32S R28W Section 20 | MEADE  | KS    |
| 2512043  | 9/26/1983  | ADA HALLOCK                             | GEORGE W ARRINGTON OIL CO INC | 60         | 247 |  | T32S R28W Section 29 | MEADE  | KS    |
| 2512044  | 9/26/1983  | ADA HALLOCK                             | GEORGE W ARRINGTON OIL CO INC | 60         | 251 |  | T32S R28W Section 29 | MEADE  | KS    |
| 2512045  | 1/12/1984  | NEUMANN-WHEATLEY FARMS INC              | MARK A WILLIAMS INC           | 61         | 531 |  | T33S R30W Section 19 | MEADE  | KS    |
| 2512046  | 1/12/1984  | NEUMANN-WHEATLEY FARMS INC              | MARK A WILLIAMS INC           | 61         | 527 |  | T33S R30W Section 19 | MEADE  | KS    |
| 57911A   | 12/22/2008 | PAMELA A ANDREWS REVOC TST DTD 12/19/97 | JACK D SULLIVAN INC           | 116        | 193 |  | T34S R27W Section 17 | MEADE  | KS    |
| 57911B   | 12/22/2008 | RUSSELL L BARBY JR 5/7/98 REVOC TST     | JACK D SULLIVAN INC           | 116        | 549 |  | T34S R27W Section 17 | MEADE  | KS    |
| 57911C   | 12/22/2008 | SHERRY BARBY 5/7/98 REVOC TST           | JACK D SULLIVAN INC           | 116        | 537 |  | T34S R27W Section 17 | MEADE  | KS    |
| 57911D   | 6/26/2009  | JEAN ANN O'BRIEN REVOC TST DTD 6/3/08   | JACK D SULLIVAN INC           | 114        | 178 |  | T34S R27W Section 17 | MEADE  | KS    |
| 57911E   | 7/28/2009  | WILLIAM C BARBY ET UX                   | JACK D SULLIVAN INC           | 117        | 431 |  | T34S R27W Section 17 | MEADE  | KS    |
| 57911F   | 10/15/2009 | ALLEN BARBY ET UX                       | JACK D SULLIVAN INC           | 117        | 604 |  | T34S R27W Section 17 | MEADE  | KS    |
| 57927A   | 1/15/2009  | WALTER THAGER ET UX                     | JACK D SULLIVAN INC           | 116        | 326 |  | T34S R27W Section 18 | MEADE  | KS    |
| 57927B   | 1/15/2009  | DONNA DAVIS                             | JACK D SULLIVAN INC           | 116        | 332 |  | T34S R27W Section 18 | MEADE  | KS    |
| 57927C   | 1/15/2009  | CLARA L DAVIS TRUST                     | JACK D SULLIVAN INC           | 116        | 320 |  | T34S R27W Section 18 | MEADE  | KS    |
| 58057    | 5/10/1973  | DELBERT DAVIS ET UX                     | SABINE OIL INDUSTRIES INC     | 25         | 381 |  | T34S R27W Section 18 | MEADE  | KS    |
| 58058    | 5/10/1973  | DELBERT DAVIS ET UX                     | SABINE OIL INDUSTRIES INC     | 25         | 402 |  | T34S R27W Section 19 | MEADE  | KS    |
| 57912A   | 12/22/2008 | PAMELA A ANDREWS REVOC TST DTD 12/19/97 | JACK D SULLIVAN INC           | 116        | 196 |  | T34S R27W Section 20 | MEADE  | KS    |
| 57912B   | 12/22/2008 | RUSSELL L BARBY JR 5/7/98 REV TST       | JACK D SULLIVAN INC           | 116        | 552 |  | T34S R27W Section 20 | MEADE  | KS    |
| 57912C   | 12/22/2008 | SHERRY BARBY 5/7/98 REVOC TST           | JACK D SULLIVAN INC           | 116        | 552 |  | T34S R27W Section 20 | MEADE  | KS    |
| 57912D   | 6/26/2009  | JEAN ANN O'BRIEN REVOC TST DTD 6/3/08   | JACK D SULLIVAN INC           | 117        | 183 |  | T34S R27W Section 20 | MEADE  | KS    |
| 57912E   | 7/28/2009  | WILLIAM C BARBY ET UX                   | JACK D SULLIVAN INC           | 117        | 426 |  | T34S R27W Section 20 | MEADE  | KS    |
| 57912F   | 10/15/2009 | ALLEN BARBY ET UX                       | JACK D SULLIVAN INC           | 117        | 610 |  | T34S R27W Section 20 | MEADE  | KS    |
| 57926A   | 1/16/2009  | WALTER THAGER ET UX                     | JACK D SULLIVAN INC           | 116        | 329 |  | T34S R28W Section 13 | MEADE  | KS    |
| 57926B   | 1/31/2009  | CLARA L DAVIS TRUST                     | JACK D SULLIVAN INC           | 116        | 434 |  | T34S R28W Section 13 | MEADE  | KS    |
| 57926C   | 1/31/2009  | DONNA DAVIS                             | JACK D SULLIVAN INC           | 116        | 416 |  | T34S R28W Section 13 | MEADE  | KS    |
| 58059    | 5/10/1973  | DELBERT DAVIS ET UX                     | SABINE OIL INDUSTRIES INC     | 25         | 396 |  | T34S R28W Section 24 | MEADE  | KS    |

\*Recording references are to the instrument or to a memorandum thereof

**EXHIBIT B**  
**TO**  
**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE**  
**WELLS**



# EXHIBIT B

to Assignment, Bill of Sale, and Conveyance, dated effective December 1, 2018, by and between Apache Corporation, et al., as Assignors, and Presidio WAB LLC, as Assignee

## WELLS

| API        | PROPERTY # | WELL NAME          | STATE  | COUNTY |
|------------|------------|--------------------|--------|--------|
| 1511921010 | 21000201   | CLAWSON TRUST 1-20 | KANSAS | MEADE  |
| 1511921252 | 1915101    | HAGER #1-13        | KANSAS | MEADE  |
| 1511921264 | 1917301    | HAGER #1-18        | KANSAS | MEADE  |
| 1511920591 | 21000301   | HALLOCK ADA 1      | KANSAS | MEADE  |
| 1511920667 | 21000401   | NEWMAN-WHEATLEY 1  | KANSAS | MEADE  |
| 1511921270 | 1917401    | OBRIEN #1-20       | KANSAS | MEADE  |

**EXHIBIT C**  
**TO**  
**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE**  
**SURFACE AGREEMENTS**

SURFACE AGREEMENTS

NONE