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:	I				
Oil Lease: No. of Oil Wells**	Effective Date of Transfer: KS Dept of Revenue Lease No.:				
Gas Lease: No. of Gas Wells**					
Gas Gathering System:	Lease Name:				
Saltwater Disposal Well - Permit No.:					
Spot Location:feet from N / S Line	SecTwpREV				
feet from E / W Line	Legal Description of Lease:				
Enhanced Recovery Project Permit No.:					
Entire Project: Yes No	County:				
Number of Injection Wells**	Production Zone(s):				
Field Name:	Injection Zone(s):				
** Side Two Must Be Completed.	injection zene(e).				
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:				
	Date:				
Title:	Signature:				
New Operator's License No	Contact Person:				
New Operator's Name & Address:	Phone:				
	Oil / Gas Purchaser:				
New Operator's Email:	Date:				
Title:	Signature:				
Acknowledgment of Transfer: The above request for transfer of injecti	on authorization, surface pit permit # has been				
noted, approved and duly recorded in the records of the Kansas Corporation	on Commission. This acknowledgment of transfer pertains to Kansas Corporation				
Commission records only and does not convey any ownership interest in the	ne 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:					
. Neconimonate action.					
Date:	Date:				
Authorized Signature	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 Sec (i.e. FSL = Feet from		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle:</i> FSL/FNL	Circle: FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
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		FSL/FNL	FEL/FWL		
			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.

Side Two

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* Lease Name:			_ * Location:		
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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) CE	3-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)		
OPERATOR: License #			
Name:			
Address 2:			
City: State: Zip:+			
Contact Person:	the lease below:		
Phone: () Fax: ()			
Email Address:			
Surface Owner Information:			
Name:			
Address 1:	sheet listing all of the information to the left for each surface owner. Surface		
Address 2:	country and in the real estate property toy records of the country traceurer		
City:	_		
the KCC with a plat showing the predicted locations of lease roads,	athodic Protection Borehole Intent), you must supply the surface owners and tank batteries, pipelines, and electrical lines. The locations shown on the plated on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.		
☐ I certify that, pursuant to the Kansas Surface Owner Notic owner(s) of the land upon which the subject well is or will I	ce Act (House Bill 2032), I have provided the following to the surface be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this ax, and email address.		
KCC will be required to send this information to the surface	. I acknowledge that, because I have not provided this information, the e owner(s). To mitigate the additional cost of the KCC performing this ress of the surface owner by filling out the top section of this form and the KCC, which is enclosed with this form.		
If choosing the second option, submit payment of the \$30.00 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form	lling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.		
I hereby certify that the statements made herein are true and correct	ct to the best of my knowledge and belief.		
Date: Signature of Operator or Agent:	Title:		

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is effective as of the 1st day of January, 2021 (the "Effective Date"), by and between Warhorse Petroleum, INC, a Colorado Corporation ("Purchaser"), and Mark Haas, an individual, and Mormeg LLC, a Kansas limited liability company (together referred to as the "Seller" or "Sellers").

RECITALS

- A. Seller is the owner of certain working interests and equipment related to leases lying in Greenwood County Kansas, including all oil, gas and mineral structures, improvements and related appurtenances located thereon and as legally described in *Exhibit* "A" (as further defined in Section 1.2.1, the "*Properties*").
- B. Purchaser desires to acquire the Properties and Seller is willing to sell the same to Purchaser under certain terms and conditions as set forth herein.

NOW, for and in consideration of the mutual covenants and promises hereinafter contained, Seller agrees to sell and Purchaser agrees to buy the Properties under the following terms and conditions.

ARTICLE 1 PURCHASE AND SELL

- 1.1 Agreement to Sell and Purchase. Subject to the terms and conditions of this Agreement, Purchaser agrees to purchase and receive, and Seller agrees to sell, assign, transfer, convey, and deliver, the Assets, as of the Effective Date (as defined below).
- 1.2 <u>Assets</u>. The term "Assets" as used herein shall mean, subject to the provisions of Section 1.6, all of Seller's right, title and interest in and to the following:
- 1.2.1 All working interests and overriding royalty interests (if any) pertaining to oil, gas and mineral leases, leasehold interests, operating rights, and other similar interests of whatever kind or character, whether legal or equitable, vested or contingent (collectively, "Hydrocarbon Interests"), which authorize or relate to the exploration for and production of Hydrocarbons in and under, or the right to share in production or the proceeds of production of Hydrocarbons produced from, the lands described in **Exhibit A** attached hereto, including, without limitation, those Hydrocarbon Interests described in **Exhibit A** and other Hydrocarbon Interests covering lands pooled, unitized or communitized with the lands described in **Exhibit A**. All such Hydrocarbon Interests described in this Section 1.2.1 are hereinafter collectively called the "Properties" and singularly a "Property."
- 1.2.2 All crude oil, natural gas, condensate, distillate, and every other mineral or substance, or any of them, the right to explore for which, or an interest in which, is granted pursuant to the Properties (collectively "Hydrocarbons") produced from or allocable to such interests of Seller on and after the Effective Date.

- (surface and subsurface); operating agreements; consulting agreements; exploration agreements; Hydrocarbon purchase, sales, exchange, processing, gathering, storage, treatment, compression, transportation and balancing agreements; farmout and farm-in agreements; options; joint venture agreements; participation agreements; dry hole, bottom hole, acreage contribution, purchase and acquisition agreements; area of mutual interest agreements; salt water injection and disposal agreements; service contracts; unitization, communitization or pooling agreements; permits; licenses; servitudes; and all other similar contracts and agreements and any amendments thereto relating to the Properties (collectively, the "Existing Contracts"); provided, however, that where an Existing Contract covers and relates to the Properties and to other properties, rights or interests owned by Seller, the term Existing Contract shall be limited to such rights thereunder that relate exclusively to the Properties.
- 1.2.4 All (i) surface and subsurface machinery, equipment, platforms, facilities, supplies and other personal property and fixtures of whatsoever kind or nature located on or under any of the Properties and which relate to or are useful for the production, treatment, storage, disposal or transportation of Hydrocarbons or water produced from the Properties, (ii) all oil wells, gas wells, water wells, salt water disposal wells, injection wells, plugged and abandoned or temporarily abandoned wells located on the Properties or used or operated exclusively in connection with the operation of the Properties (collectively, the "Wells"), including, without limitation, the Wells listed on Exhibit B attached hereto (where the context reasonably requires, for example, in the definition of the term "Good and Defensible Title" in Section 3.2.1, the term "Wells" shall also be deemed to include wells to be drilled at the proved undeveloped, probable and possible locations specified in Exhibit B), and (iii) all wellhead equipment, casing, tubing, rods, pumping units and engines, christmas trees, derricks, separators, compressors, dehydration units, heater-treaters, boilers, valves, gauges, meters, pumps, generators, motors, gun barrels, flow lines, tanks and tank batteries, water lines, gas lines, gas processing plants and other plants, gathering lines, laterals and trunklines, gas systems (for gathering, treating and compression), chemicals, solutions, water systems (for treating, disposal and/or injection), power plants, poles, lines, transformers, starters, controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, loading docks, loading racks and shipping facilities, equipment and facilities, and any and all additions, accessions to, substitutions and replacements of any of the foregoing, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto, located on or used exclusively in connection with the operation of the Properties (all such machinery, equipment, platforms, facilities, supplies and other property, excluding, however, the Wells, being collectively called the "Personal Property").
- 1.2.5 All of the applicable files, records and data directly relating to the items described in Sections 1.2.1 through 1.2.6 (but including only copies of the hereinafter described tax and accounting records) to the extent readily accessible to Seller and created within the five (5) year period prior to the Effective Date, including, without limitation, legal files, land and lease files, title records, division order records, contracts, geological, geophysical and seismic data, and except where the transfer or disclosure of such data and records is restricted by agreement with third parties or excluded by the terms of this Agreement (as more fully set forth in Sections 1.6 and 8.8), production records, electric logs, core data, pressure data and decline curves and graphical production curves, and all related matters in the possession of Seller

(collectively the "Records"); provided, however, that Seller has the rights with respect to such Records as provided in Section 1.5 below.

- 1.3 Effective Date. Ownership of the Assets shall be transferred from Seller to Purchaser at the Closing (as defined below), but shall be effective as provided in Section 2.4 below as of 12:01 o'clock a.m. (Central Time) on January 1, 2021 (the "Effective Date"). Except as may be otherwise specifically provided herein, Seller shall be entitled to any amounts realized from and accruing to the Assets (including contract rights, gas contract settlements, take-or-pay claims, and other claims and causes of action) for all periods prior to the Effective Date and, except as expressly assumed by Purchaser hereunder, shall be liable for the payment of all expenditures relating to the Assets and attributable to all periods prior to the Effective Date. Except as may be otherwise specifically provided herein, Purchaser shall be entitled to any amounts realized from and accruing to the Assets for all periods on and after the Effective Date, and shall be liable for the payment of all expenses relating to the Assets and attributable to all periods on and after the Effective Date.
- 1.4 <u>Gauging and Strapping</u>. Seller has caused the oil storage facilities on or utilized in connection with the Properties to be gauged or strapped as of the Effective Date for those Properties for which Seller serves as operator. Seller also has caused the gas production meter charts (or if such do not exist, the sales meter charts) on the pipelines transporting gas production from the Assets to be read as of the Effective Date for those Properties for which Seller serves as operator. For those Properties not operated by Seller, gauging or strapping records provided by the Operator(s) of the Properties or applicable state regulatory agency production reports or records shall be used to determine the amount of oil in storage or gas existing in the pipeline as of the Effective Date. Prior to the Closing, Purchaser shall be provided with access to the records of the gauging, strapping or chart reading for the purpose of verifying such records.
- Records. Seller shall deliver to Purchaser, within thirty (30) days after the Closing or such later time as Purchaser may request, but in no event later than three (3) months after the Closing, all Records; provided, however, that Seller shall have no obligation to attempt to locate and provide to Purchaser any Records which are not reasonably accessible to Seller or which were created more than five (5) years prior to the Effective Date. Seller shall have the right to make and retain such copies of the Records as Seller may desire prior to the delivery of the Records to Purchaser. Purchaser, for a period of seven (7) years after the Closing, shall further make available to Seller (at the location of such Records in Purchaser's organization) access to the Records during normal business hours, upon written request of Seller, and Seller shall have the right to copy at its own expense and retain such copies of the Records. If, however, Purchaser elects to destroy any of the Records, either before or after the expiration of such seven (7) year period, Purchaser shall give to Seller written notice of such intent at least thirty (30) days prior to such destruction, and Seller shall have the option, at its expense, of having such Records delivered to them. This obligation shall be an obligation running with the land, and Purchaser shall include the obligations set forth in this Section 1.5 as an obligation of any subsequent purchaser of any of the Properties in the applicable purchase and sale agreement with, and/or assignment to, such subsequent purchaser. Purchaser shall have no recourse or claim against Seller and shall hold Seller harmless from and against any claim of whatsoever nature as the result of the Records furnished to Purchaser by Seller.

ARTICLE 2 SALE AND PURCHASE.

- 2.1 <u>Purchase and Sale.</u> At the Closing, Seller shall sell, assign, transfer, and convey to Purchaser, and Purchaser shall purchase and pay for, the Assets. At Closing, but effective as of the Effective Date, the Purchaser shall be deemed to (a) assume and fully perform all of Seller's express or implied covenants and conditions related to the Properties, (b) assume and agree to perform all duties and obligations of Seller applicable to the Properties and the operation of the Wells, including, without limitation, those with regard to operation or abandonment of Wells and/or operation or abandonment of fixtures and equipment on lands covered by the Properties including, where applicable, the plugging and abandonment of Wells, the removal of equipment and the restoration of the surface in accordance with the provisions of the any oil and gas leases or other agreements covering the Properties and any applicable laws.
- 2.2 <u>Purchase Price</u>. The total purchase price shall be the sum of Thirty Thousand and No/100 Dollars (\$30,000.00) (the "*Purchase Price*").
- 2.3 <u>Closing Date:</u> The Closing of the transactions contemplated by this agreement, (the "*Closing*") shall take place on or before January 31, 2020, or such date as the parties hereto may otherwise agree (the "*Closing Date*").
- 2.4 <u>Determination of Adjusted Purchase Price</u>. The net purchase price for the Assets (the "Adjusted Purchase Price") shall be determined as follows (with the following adjustments being made so as not to give any duplicative effect):

2.4.1 The Purchase Price:

- 2.4.2 Plus the amount of all costs and expenses incurred by Seller on or in connection with the ownership or operation of the Assets which are attributable to periods on and after the Effective Date, including, without limitation: rentals, shut-in well payments, and other lease maintenance payments; capital costs not otherwise prohibited by the terms of this Agreement (including, without limitation, drilling costs, completion costs, acreage expenditures, acquisition expenditures, seismic expenditures, and waterflood expenditures); operating costs (including direct costs chargeable under applicable operating agreements or otherwise and consistent with the standards established by COPAS);
- 2.4.3 Plus the total amount of any Property Taxes (as defined below) paid by Seller, for its or other's account, relating to the Assets and attributable to any period of time on and after the Effective Date.
- 2.4.4 Less the amount of the actual proceeds received by Seller in the ordinary course of business that are attributable to Hydrocarbon production from the Properties on and after the Effective Date (net of severance taxes, royalties, overriding royalties, and other similar burdens upon such Hydrocarbons actually paid by or on behalf of Seller), together with any other monies or credits attributable to the ownership or operation of the Assets on and after the Effective Date:

- 2.4.5 Less all advances and deposits relating to the Assets that are received by Seller prior to the Closing Date and attributable to periods of time on or after the Effective Date:
- 2.4.6 Less the value of Seller's prorated shares of all accrued but unpaid Property Taxes relating to the Assets for the period prior to the Effective Date
- 2.5 <u>Payment of Adjusted Purchase Price</u>. At the Closing, Purchaser shall cause to be delivered by wire transfer to Seller in accordance with wire transfer instructions provided by Seller an amount in immediately available U.S. funds equal to the Purchase Price, plus or minus the adjustments provided for in Section 2.4 (to the extent then known).
- 2.6 <u>Tax Purchase Price Allocations</u>. Seller and Purchaser recognize that reporting requirements, as imposed by Section 1060 of the Internal Revenue Code of 1986, as amended (the "IRC" or "Code"), and the regulations thereunder, may apply to the transaction contemplated by this Agreement. Except as may otherwise be required by the IRC and regulations thereunder or other Applicable Laws, Seller and Purchaser agree (i) that for tax reporting purposes, the Purchase Price shall be allocated among the Assets as set forth on **Exhibit B**, and such allocation shall be used in preparing Internal Revenue Service Form 8594 ("Form 8594") pursuant to the regulations under Section 1060, and (ii) not to assert, in connection with any tax return, tax audit, or similar proceeding, any allocation of the Purchase Price that differs from that set forth in **Exhibit B**. Upon any adjustment of the Purchase Price following the execution of this Agreement, Seller and Purchaser shall adjust the allocations reflected in **Exhibit B** accordingly and report such adjustments in conformity with Section 1060 and the regulations thereunder.

ARTICLE 3 POST CLOSING ADJUSTMENTS

- 3. <u>Post-Closing Adjustments:</u> After the Closing, there may still be oil in in the tanks that was produced prior to the Effective Date but has not been transferred to and purchased by the crude oil buyer. Both parties agree that, on or before the first day of the month beginning on February 1, 2021, the Purchaser will pay the Seller an additional amount equal to the following:
 - 3.1. the amount of the value of all Hydrocarbons produced from the Properties prior the Effective Date less amounts payable as severance taxes, royalties, overriding royalties, and other similar burdens upon such Hydrocarbons, insofar as the proceeds from such production are received by the Purchaser after the Closing.
 - 3.2. Plus the amount of all costs and expenses incurred by Seller on or in connection with the ownership or operation of the Assets which are attributable to periods on and after the Effective Date, including, without limitation: rentals, shut-in well payments, and other lease maintenance payments; capital costs not otherwise prohibited by the terms of this Agreement.

3.3. Less the amount of all costs and expenses incurred by Purchaser on or in connection with the ownership or operation of the Assets which are attributable to periods on and before the Effective Date, including, without limitation: rentals, shut-in well payments, and other lease maintenance payments; capital costs not otherwise prohibited by the terms of this Agreement (including, without limitation, drilling costs, completion costs, acreage expenditures, acquisition expenditures, seismic expenditures, and waterflood expenditures); operating costs (including direct costs chargeable under applicable operating agreements or otherwise and consistent with the standards established by COPAS);

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

- 4.1. <u>Representations and Warranties of Seller</u>. Seller makes the following representations and warranties:
 - 4.1.1. <u>Right to Convey Property</u>. Seller has the good and valid right to convey the Property to Purchaser without the joinder or approval of any other person or entity whatsoever.
 - 4.1.2. <u>Authority to Execute Agreement</u>. Seller has full power and authority to execute this Agreement and carry out the transactions contemplated by it and no further action is necessary by Seller to make this obligation valid and binding upon Seller and enforceable against it in accordance with the terms hereof, or to carry out the actions contemplated hereby.
 - 4.1.3. No Pending Litigation. To Seller's actual knowledge, there is no litigation pending against Seller that arises out of the ownership of the Property. Seller shall notify Purchaser promptly of any such litigation of which Seller become aware.
 - 4.1.4. No Pending Condemnation. There is no pending condemnation or similar proceeding or action affecting the Property or any part thereof, and Seller has received no notice nor have any knowledge that any such proceeding is pending or contemplated.
 - 4.1.5. <u>No Liens or Encumbrances</u>. There are no leases, liens, mortgages, deeds of trust, security agreements, or other encumbrances which have been created by, through, or under Seller with respect to the Property.
 - 4.1.6. No Conveyance of Property to Other(s). Seller has not heretofore and shall not devise, transfer, assign, or otherwise convey the Property or any portion thereof to any other person prior to the Closing Date.
 - 4.1.7. No Breach of Other Agreements. Neither the entering into this Agreement nor the consummation of the transactions contemplated herein will cause a violation or

- breach by Seller of any contracts, agreements, or instruments to which Seller is a party or by which Seller or any of the Property are bound.
- 4.1.8. No Violation of Judgment. Neither the entering into this Agreement nor the consummation of the transactions contemplated herein constitute a violation of any order, judgment or decree to which Seller is a party or by which Seller's assets or properties are bound or affected.
- 4.1.9. <u>Taxes Paid</u>. Seller has timely prepared and filed all federal, state and local tax returns and reports as are and have been required to be filed and all taxes shown thereon to be due have been paid in full, including but not limited to, sales tax, withholding tax and all other taxes of every nature.
- 4.1.10. Good and Merchantable Title. Seller has good and merchantable title to the Property.
- 4.1.11. <u>Seller's Affirmation of Representations and Warranties</u>. Seller shall refrain from taking any action which could cause any of the foregoing representations or warranties and agreements of Seller to become incorrect or untrue at any time from the Effective Date through the Closing Date. Seller shall be deemed to have reaffirmed the representations and warranties contained in this <u>Section 4.1</u> at Closing.
- 4.2. <u>Representations and Warranties of Purchaser</u>. Purchaser makes the following representations and warranties:
 - 4.2.1. <u>Authority to Execute Agreement</u>. Purchaser has full power and authority to execute this Agreement and carry out the transactions contemplated by it and no further action is necessary by Purchaser to make this obligation valid and binding upon Purchaser and enforceable against it in accordance with the terms hereof, or to carry out the actions contemplated hereby.
 - 4.2.2. No Breach of Other Agreements. Neither the entering into this Agreement nor the consummation of the transactions contemplated herein will cause a violation or breach by Purchaser of any contracts, agreements, or instruments to which Purchaser is a party or by which Purchaser is bound.
 - 4.2.3. No Violation of Judgment. Neither the entering into this Agreement nor the consummation of the transactions contemplated herein constitute a violation of any order, judgment or decree to which Purchaser is a party or by which Purchaser's assets or properties are bound or affected.
 - 4.2.4. <u>Purchaser's Affirmation of Representations and Warranties</u>. Purchaser shall refrain from taking any action which could cause any of the foregoing representations or warranties and agreements of Purchaser to become incorrect or untrue at any time from the Effective Date through the Closing Date. Purchaser

shall be deemed to have reaffirmed the representations and warranties contained in this Section 4.2 at Closing.

- 4.3. In the event that Seller or Purchaser learn that any of said representations or warranties becomes inaccurate between the Effective Date and the Closing Date, Seller or Purchaser shall immediately notify the other party of such change and that party may either (a) terminate this Agreement and the parties shall have no further rights or obligations hereunder with respect to the Property, except for those rights or obligations which expressly survive such termination, or (b) waive such right to terminate and proceed with the transaction pursuant to the remaining terms and conditions of this Agreement.
- 4.4. Notwithstanding anything herein to the contrary, SELLER MAKES REPRESENTATIONS OR WARRANTIES, AND HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, (a) AS TO (I) THE CONTENTS, CHARACTER OR NATURE OF ANY MEMORANDUM, REPORT, OR RECORDS RELATING TO THE ASSETS, (II) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE PROPERTIES, (III) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR (IV) THE FUTURE REVENUES GENERATED BY THE ASSETS, PRODUCTION OF HYDROCARBONS FROM THE PROPERTIES, (V) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MERCHANTABILITY OF ANY ASSETS, AND (b) AS TO ANY MATTER RELATING CIRCUMSTANCE TO ENVIRONMENTAL ENVIRONMENTAL LIABILITIES, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE PROPERTIES, AND NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND PURCHASER SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" FOR ALL PURPOSES.

ARTICLE 5 TRANSACTIONS PRIOR TO CLOSING

5. Transactions Prior to closing

- 5.1. Satisfaction of Encumbrance or Lien. Seller shall deliver to Purchaser on the Closing Date a satisfaction of any encumbrance or lien on the Property satisfactory in form and substance to the Purchaser indicating that the then outstanding unpaid principal balance of any promissory note secured thereby has been paid in full prior to or simultaneously with the Closing.
- 5.2. <u>Advisement of Disclosures</u>. Between the Effective Date and the Closing Date, Seller will promptly advise Purchaser in writing of any fact which, if existing or known as of the Effective Date, would have been required to be set forth herein or disclosed pursuant to this Agreement.

- 5.3. <u>Delivery of Documentation</u>. Seller shall deliver to Purchaser at Closing such documents which are necessary to fully satisfy the objectives of this Agreement in content and form reasonably intended to do so.
- 5.4. <u>Maintenance Expenses and Prorations Paid</u>. Seller shall pay all maintenance expenses and proration(s) related to the Property, including any real property tax obligations and insurance obligations, which accrue prior to the Closing Date.
- 5.5. Costs and Expenses. Each of the parties shall pay its own cost and expenses in connection with this Agreement and the transactions contemplated hereby, including the fees and expenses of its counsel and certified public accountants.
- 5.6. Confidentiality. Any and all non-public information of any type or description, including, but not limited to, financial statements and projections of either party, proprietary or trade secret information, whether written or verbal, or any information given to a party by the other party in connection with the transactions contemplated by this Agreement, is proprietary and confidential in nature, and shall be treated as such, except with the prior written consent of the other party and except to the extent enforcement of its terms or applicable law require public disclosure. This provision shall not apply following the Closing to any such information that is or becomes publicly available through no fault of either party. Each party shall have the right to disclose any such information to its professional advisors, lenders, investors and other third parties who need to know such information for the purposes of assisting that party with the negotiation and consummation of this Agreement, provided that party advises such parties of their confidential obligations under this Agreement, and provided that party remains responsible for any violations of this Section 5.6.

ARTICLE 6

INDEMNITY

6.1. Purchaser acknowledges that the Assets have been used for the exploration, development, and production of Hydrocarbons, that there may be petroleum, produced water, wastes, hazardous materials, or other substances or materials located in, on or under the Properties or associated with the Assets, and that it has had an opportunity to inspect the Assets. AS OF CLOSING, PURCHASER AGREES TO ASSUME ALL AND LIABILITY RELATED TO THE RESPONSIBILITY INCLUDING, WITHOUT LIMITATION, RESPONSIBILITY AND LIABILITY FOR ANY OPERATIONS, ACTIVITIES, OR EVENTS ON OR RELATED TO THE PROPERTIES, AND/OR THE ENVIRONMENTAL CONDITION OF THE ASSETS, WHETHER OR NOT SUCH OPERATIONS, ACTIVITIES, OR EVENTS OCCURRED, OR SUCH CONDITION EXISTED, PRIOR TO, ON, OR AFTER THE EFFECTIVE DATE, AND AGREES TO DEFEND, INDEMNIFY AND HOLD SELLER, ITS PAST, CURRENT, AND FUTURE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, STOCKHOLDERS AND AFFILIATED ENTITIES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, SUITS,

ACTIONS, LIABILITIES, OBLIGATIONS, LOSSES, COSTS AND EXPENSES OF ANY KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, PUNITIVE, EXEMPLARY, OR OTHER SPECIAL DAMAGES, AND REASONABLE ATTORNEY'S FEES) ARISING FROM OR RELATED TO OPERATIONS, ACTIVITIES, OR EVENTS OCCURRING ON OR RELATED TO THE PROPERTIES, OR ENVIRONMENTAL CONDITION OF THE ASSETS, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF ANY ENVIRONMENTAL CONTAMINANTS WHICH MAY BE ON THE ASSETS AS THE RESULT OF OIL AND GAS OPERATIONS RELATED TO THE PROPERTIES WITHOUT REGARD TO WHEN SUCH OPERATIONS, ACTIVITIES, EVENTS, CONDITIONS OR CONTAMINATION OCCURRED, OR WHETHER BASED ON ANY THEORY OF NEGLIGENCE or STRICT LIABILITY UNLESS CAUSED SOLELY BY SELLER'S NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE OBLIGATIONS OF PURCHASER PURSUANT TO THIS SECTION 6.1 SHALL SURVIVE CLOSING

6.2. AS OF THE CLOSING, PURCHASER AGREES TO DEFEND, INDEMNIFY AND HOLD SELLER, ITS PAST, PRESENT, AND FUTURE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, STOCKHOLDERS AND AFFILIATED ENTITIES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, ACTIONS, LIABILITIES, OBLIGATIONS, LOSSES, COSTS AND EXPENSES OF ANY KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, PUNITIVE, EXEMPLARY, OR OTHER SPECIAL DAMAGES, AND REASONABLE ATTORNEY'S FEES) REGARDING THE OPERATION OF OR PLUGGING AND ABANDONMENT OF ANY WELLS ON THE PROPERTIES UNLESS CAUSED SOLELY BY SELLER'S NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE OBLIGATIONS OF PURCHASER SET FORTH IN THIS SECTION 6.2 SHALL SURVIVE CLOSING.

ARTICLE 7 GENERAL PROVISIONS

7. General Provisions

- 7.1. Survival of Representations and Warranties. Each of the parties to this Agreement covenants and agrees that its respective representations, warranties, covenants, statements, and agreements contained in this Agreement survive the Closing Date. Except as set forth herein, the exhibits hereto or in the documents and papers delivered by Seller to Purchaser in connection herewith, there are no other agreements, representations, warranties, or covenants by or among the parties hereto with respect to the subject matter hereof.
- 7.2. Waivers. No action taken pursuant to this Agreement, including any investigation by or

on behalf of any party shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein or therein and in any documents delivered in connection herewith or therewith. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

- 7.3. <u>Headings</u>. The headings contained in this Agreement are for convenience and reference purposes only and do not limit or affect the terms and provisions of this Agreement.
- 7.4. Governing Law. This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Kansas, and jurisdiction and venue for any lawsuits resulting from or arising out of this Agreement or the performance thereof shall lie solely in the courts located in Greenwood County, Kansas. In the event that litigation between the parties hereto results from or arises out of this Agreement or the performance thereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.
- 7.5. <u>Time of the Essence</u>. Time and timely performance are of the essence of this Agreement and of the covenants and provisions hereunder.
- 7.6. <u>Successors and Assigns</u>. Rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns. This agreement may be assigned to an affiliate of Purchaser upon notice thereof to Seller.
- 7.7. <u>Gender</u>. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- 7.8. Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefore may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected if done in compliance with this Article 7.8.
- 7.9. <u>Amendments</u>. This Agreement may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same is in writing and signed by or on behalf of Purchaser and Seller.
- 7.10. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class mail, postage prepaid, to the addresses below,

To Seller:

Mormeg LLC

8900 State Line Rd, #300 Leawood, KS 66206

To Purchaser:

Warhorse Petroleum Inc

10876 Maple Rd Lafayette, CO 80026 Attn: John Herring

or to such other address as such party shall have specified by notice in writing to the other party.

IN WITNESS WHEREOF, the undersigned have duly executed this Purchase and Sale Agreement effective as of the Effective Date.

SELLER:

MORMEG, LLC

a Kansas limited liability company

PURCHASER:

WARHORSE PETROLEUM INC

a Colorado corporation

Mark Haas

Address:

Chief Operating Officer

MARK HAAS

an Individual

Mark Haas Address: PO, BOX 8396 PRAIRIE VILLAGE, KS. 66208.

ASSIGNMENT OF OIL AND GAS LEASE

WHEREAS, Randall D. Bishop ("Assignor") is the owner of an undivided working interest ("WI") in the following described Oil and Gas Leases ("Leases"):

S/2 NW/4 & NE/4 NW/4 of 6-24S-10E Greenwood County, Kansas

Jerry Cartwright and Thelma Cartwright, husband and wife

NW/4 NW/4 of 6-24S-10E Greenwood County, Kansas

Jerry Cartwright and Thelma Cartwright, his wife

NE/4 of 1-24S-9E Greenwood County, Kansas

Jas. W. Teter and Sadie M. Teter, his wife

Wm. Cartwright, a single man

J.R. Robertson November 22, 1921

J.R. Robertson

A.M. Hough

November 22, 1921

November 23, 1921

Book 9, Page 215

Henry E. Brown

December 1, 1921

Book 9, Page 263

Book 9, Page 213

Book 9, Page 212

1.

2.

3.

4.

Lessors:

Lessee:

Lessors:

Lessee:

Recorded:

Lessors:

Lessee:

Recorded:

Lessors:

Lessee:

Recorded:

Date:

Date:

Date:

Legal Description:

Legal Description:

Legal Description:

Date: Recorded:

Legal Description: Insofar and only insofar as said lease covers the SE/4 of 36-23S-9E Greenwood County, Kansas 5 W.E. Heiddleston, a single man et al. I eccore. Lessee: Ward A. McGinnis Date: March 25, 1946 Recorded: Book 18, Page 130 Legal Description: SE/4 of 1-24S-9E Greenwood County, Kansas NOW THEREFORE, in consideration of the exchange of One Dollar (\$1.00) and other good and valuable consideration, of which the receipt and sufficiency is hereby acknowledged, Assignors do hereby convey and warrant to Mormeg, LLC, whose address is 8900 State Line Road, #330, Leawood, KS 66206 and its successors and assigns ("Assignee"), all Grantor's WI in the Leases, together with the rights incident thereto and the personal property thereon, appartenant thereto, or used or obtained in connection therewith, subject to all royalty interests as the same appear of record. FURTHERMORE, Grantor covenants that he is lawfully seized of all, right, title and interest to the Leases, has good right to convey the same and guarantee the quiet possession thereof, that the same are free from all encumbrances, and the Grantor will warrant and defend the same against all lawful claims. 10≥ ∫ but effective as of January 1st, 2021. Acknowledged before me this day of Appointment Expires Notary Public

> MORGAN HAAS Notary Public, State of Kansas My Appointment Expires

ASSIGNMENT OF OIL AND GAS LEASE

WHEREAS, <u>Bill and Mary Jane Kneisly Community Property Trust dated May 21, 2003</u> ("Assignor") is the owner of an undivided working interest ("WI") in the following described Oil and Gas Leases ("Leases"):

S/2 NW/4 & NE/4 NW/4 of 6-24S-10E Greenwood County, Kansas

Jerry Cartwright and Thelma Cartwright, husband and wife

Wm. Cartwright, a single man

J.R. Robertson

November 22, 1921

Book 9, Page 212

1.

2.

Lessors:

Lessee:

Recorded:

Lessors:

Legal Description:

Date:

	Lessee:	J.R. Robertson
	Date:	November 22, 1921
	Recorded:	Book 9, Page 213
	Legal Description:	NW/4 NW/4 of 6-24S-10E Greenwood County, Kansas
3.	Lessors:	Jerry Cartwright and Thelma Cartwright, his wife
	Lessee:	A.M. Hough
	Date:	November 23, 1921
	Recorded:	Book 9, Page 215
	Legal Description:	NE/4 of 1-24S-9E Greenwood County, Kansas
	regar Description.	NE74 of 1-245-9E Ofcenwood County, Kansas
.1	Ť	I. W.T. (10 11 M.T. 11 10
4,	Lessors:	Jas. W. Teter and Sadie M. Teter, his wife
	Lessee:	Henry E. Brown
	Date:	December 1, 1921
	Recorded:	Book 9, Page 263
	Legal Description:	Insofar and only insofar as said lease covers the SE/4 of 36-23S-9E
	3	Greenwood County, Kansas
		Oreenwood County, Ransas
5.	T agranus	WE Triddlesses a dealers of the
٥.	Lessors:	W.E. Heiddleston, a single man et al.
	Lessee:	Ward A. McGinnis
	Date:	March 25, 1946
	Recorded:	Book 18, Page 130
	Legal Description:	SE/4 of 1-24S-9E Greenwood County, Kansas
	5	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
66206 incide	and its successors and ass nt thereto and the persona	g, LLC, whose address is 8900 State Line Road, #330, Leawood, KS igns ("Assignee"), all Grantor's WI in the Leases, together with the rights I property thereon, appurtenant thereto, or used or obtained in connection interests as the same appear of record.
Leases	, has good right to conve	ator covenants that it is lawfully seized of all, right, title and interest to the y the same and guarantee the quiet possession thereof, that the same are the Grantor will warrant and defend the same against all lawful claims.
	Executed thisday o	, 2021, but effective as of January 1st, 2021.
	Bill and Mary Jane Kn Property Trust dated M	
	21	
	by: Oury Mary Jane Kneists,	Trustee Trustee
	V	
STATI	E OF Lawas, C	OUNTY OF O BLASA
Trustee	Acknowledged before n	ne this day of, 20 by Mary Jane Kneisly, e Kneisly Community Property Trust dated May 21, 2003.
	7-30-23	Mounter Hans
	Appointment Expires	Notary Public
	w N	
	X.	MORGAN HAAS Notary Public, State of Kansas My Appointment Expires

ASSIGNMENT OF OIL AND GAS LEASE

WHEREAS, Mormeg, LLC and Mark L. Haas ("Assignors") are the owners of 100.00% working interest ("WI") in the following described Oil and Gas Leases ("Leases"):

Wm. Cartwright, a single man

J.R. Robertson November 22, 1921

1.

Lessors:

Lessee: Date:

	Recorded:	Book 9, Page 212
	Legal Description:	S/2 NW/4 & NE/4 NW/4 of 6-24S-10E Greenwood County, Kansas
•	Y	
2.	Lessors: Lessee:	Jerry Cartwright and Thelma Cartwright, husband and wife J.R. Robertson
	Date:	November 22, 1921
	Recorded:	Book 9, Page 213
	Legal Description:	NW/4 NW/4 of 6-24S-10E Greenwood County, Kansas
3.	Lessors:	Jerry Cartwright and Thelma Cartwright, his wife
	Lessee:	A.M. Hough
	Date: Recorded:	November 23, 1921
	Legal Description:	Book 9, Page 215 NE/4 of 1-24S-9E Greenwood County, Kansas
	2	10 × 10 × 10 × 10 × 10 × 10 × 10 × 10 ×
4.	Lessors:	Jas. W. Teter and Sadie M. Teter, his wife
	Lessee: Date:	Henry E. Brown December 1, 1921
	Recorded:	Book 9, Page 263
	Legal Description:	Insofar and only insofar as said lease covers the SE/4 of 36-23S-
		9E Greenwood County, Kansas
5.	Lessors:	W.E. Heiddleston, a single man et al.
	Lessee:	Ward A. McGinnis
	Date:	March 25, 1946
	Recorded:	Book 18, Page 130
	Legal Description:	SE/4 of 1-24S-9E Greenwood County, Kansas
80026 incider	le consideration, of which the r and warrant to <u>Warhorse Pe</u> and its successors and assigns at thereto and the personal project	ideration of the exchange of One Dollar (\$1.00) and other good and eccipt and sufficiency is hereby acknowledged, Assignors do hereby etroleum, Inc., whose address is 10876 Maple Rd., Lafayette, CO ("Assignee"), 100.00% WI in the Leases, together with the rights perty thereon, appurtenant thereto, or used or obtained in connection sts as the same appear of record.
same a	Leases, have good right to co	covenant that they are lawfully seized of all, right, title and interest nvey the same and guarantee the quiet possession thereof, that the s, and the Grantors will warrant and defend the same against all
	Executed this // day of	gan., 202, but effective as of January 14, 2021.
	Mormeg, LLC	
	mi	
	By: Mark L. Haas, Managing	Member Mark L. Haas
	×.	\ 1
STATI	E OF 7 QUAS, COUN	TY OF James
	Acknowledged before me to	
individ	dually and as Managing Member	er of Mormeg, LLC.
Jernando esperante	Appointment Expires	Morata lans
	ppomiment isophes	V Month I would
400	MORGAN Notary Public, Star My Appointmen	te of Kansas

EXHIBIT "A"

Description of Properties

100.00% working interest ("WI") in the following described Oil and Gas Leases ("Leases"):

1. Lessors: Wm. Cartwright, a single man

Lessee:

J.R. Robertson

Date:

November 22, 1921

Recorded:

Book 9, Page 212

Legal Description:

S/2 NW/4 & NE/4 NW/4 of 6-24S-10E Greenwood County, Kansas

2. Lessors: Jerry Cartwright and Thelma Cartwright, husband and wife

Lessee:

J.R. Robertson

Date:

November 22, 1921

Recorded:

Book 9, Page 213

Legal Description:

NW/4 NW/4 of 6-24S-10E Greenwood County, Kansas

3. Lessors:

Jerry Cartwright and Thelma Cartwright, his wife

Lessee:

A.M. Hough

Date:

November 23, 1921

Recorded:

Book 9, Page 215

Legal Description:

NE/4 of 1-24S-9E Greenwood County, Kansas

4.

Lessors:

Jas. W. Teter and Sadie M. Teter, his wife

Lessee:

Henry E. Brown

Date:

December 1, 1921

Recorded:

Book 9, Page 263

Legal Description:

Insofar and only insofar as said lease covers the SE/4 of 36-23S-9E

Greenwood County, Kansas

5.

Lessors:

W.E. Heiddleston, a single man et al.

Lessee:

Ward A. McGinnis

Date:

March 25, 1946

Recorded:

Book 18, Page 130

Legal Description:

SE/4 of 1-24S-9E Greenwood County, Kansas

Initials:

Sellers: MM+

EXHIBIT BList of Wells

	Well Name	Well#	Туре	API#
1.	Cartwright	BW5	OIL	15-073-19724
2.	Cartwright	E7	OIL	15-073-19466
3.	Cartwright	D9	OIL	15-073-19464
4.	Cartwright	B10	OIL	15-073-19461
5.	Cartwright	D11	INJ	15-073-19729
6.	Cartwright	EW 11	OIL	15-073-19725-00001
7.	Cartwright	12	OIL	15-073-19467
8.	Cartwright	D14	OIL	15-073-19465
9.	Cartwright	BW15	OIL	15-073-19722-00002
10.	Cartwright	E16	EOR	15-073-19462
11.	Cartwright	BW 17	OIL	15-073-19723
12.	Cartwright	B14	OIL	15-073-19727
13.	Cartwright	DW3	OIL	15-073-19730

Allocation of Purchase Price

1. Equipment 20k

2. Leasehold 10K

PLAINS MARKETING, L.P. DIVISION OF INTEREST STATEMENT OF LEASE OWNERSHIP FOR 2019

GREENWOOD COUNTY, KS

OPERATOR: 0503700

HAAS PETROLEUM LLC

.10551 BARKLEY STREET 307 OVERLAND PARK KS 66212

LEASE: 153090 CARTWRIGHT

339316 INTEREST TYPE: RI OWNER:

PAY STATUS: 40 PAYABLE COBRA PETROLEUM COMPANY LP

DOI: 0.00064179 P O BOX 8049

EFFECTIVE DATE: 05/01/2007 RANCHO SANTA FE CA 92067

OWNER:

364727 INTEREST TYPE: RI
PAY STATUS: 40 PAYABLE
DOI: 0.00232330
EFFECTIVE DATE: 08/01/2003 ROST ENERGY CO INC P O BOX 615

LIGONIER PA 15658

498328 INTEREST TYPE: RI OWNER:

PAY STATUS: 40 PAYABLE ROSCOE G JACKSON II DOI: 0.05097000 116 EAST THIRD ST

EFFECTIVE DATE: 04/01/2014 EUREKA KS 67045-1747

______ 498425 INTEREST TYPE: RI OWNER:

PAY STATUS: 40 PAYABLE STEPHEN HUFFMAN DOI: 0.00029040 31 E WELTY AVE

EFFECTIVE DATE: 01/01/1998 DILLSBURG PA 17019

OWNER:

498483 INTEREST TYPE: RI
PAY STATUS: 40 PAYABLE
DOI: 0.00029040
EFFECTIVE DATE: 01/01/1998 CAROLE J STRYE 25506 CHAMPAIGN

TAYLOR MI 48180-2059

_____ INTEREST TYPE: RI 498484

OWNER: PAY STATUS: 40 PAYABLE CHRISTOPHER J CUMMINGS

DOI: 0.00116160 PO BOX 426 EFFECTIVE DATE: 01/01/1998 EUREKA KS 67045

PLAINS MARKETING, L.P. DIVISION OF INTEREST STATEMENT OF LEASE OWNERSHIP FOR 2019

LEASE: 153090 CARTWRIGHT

498542 INTEREST TYPE: RI

OWNER:

PAY STATUS: 55 ESCH NON-CURREN JOHN H GREENE

DOI: 0.00092930 4903 19 AVE W EFFECTIVE DATE: 01/01/1998 BRADENTON FL 34209

498544 INTEREST TYPE: RI OWNER:

PAY STATUS: 55 ESCH NON-CURREN MARJORIE GREENE MOORE

DOI: 0.00092930 PO BOX 354 EFFECTIVE DATE: 07/01/2016

SANDWICH NH 03227-0354

_____ 498545 INTEREST TYPE: RI OWNER:

PAY STATUS: 55 ESCH NON-CURREN DOI: 0.00092930 EFFECTIVE DATE: 01/01/1998 FRANCOIS R GREENE

PO BOX 87

CENTER TUFTONBORO NH 03816-0087

499377 INTEREST TYPE: RI OWNER:

PAY STATUS: 55 ESCH NON-CURREN MELLA J NUTTLE

DOI: 0.00020340 CONSERVATORSHIP

EFFECTIVE DATE: 01/01/1998 SHARON BELL CONSERVATOR

5003 FORSYTHE PLACE BOULDER CO 80303

499380 INTEREST TYPE: RI

OWNER: CLARA LOUISE HOUSTON

PAY STATUS: 61 DECEASED DOI: 0.00010170 EFFECTIVE DATE: 01/01/1998 111 S GREENFIELD RD NO 684

MESA AZ 85206

INTEREST TYPE: RI 499382 OWNER:

PAY STATUS: 40 PAYABLE AGNES C SISTER JEAN TETER DOI: 0.00010170

BOX 279 EFFECTIVE DATE: 01/01/1998 CONCORDIA KS 66901-0675

PLAINS MARKETING, L.P. DIVISION OF INTEREST STATEMENT OF LEASE OWNERSHIP FOR 2019

LEASE:

OWNER:

153090 CARTWRIGHT

OWNER:

MARTHA ELLEN DAVIS

C/O CHEYENNE MOUNTAIN CARE CTR

835 TENDER FOOT HILL ROAD

COLORADO SPRINGS CO 80906

499383 INTEREST TYPE: RI

PAY STATUS: 55 ESCH NON-CURREN

DOI: 0.00010170 EFFECTIVE DATE: 01/01/1998

INTEREST TYPE: RI 499384 OWNER:

BARBARA BITLER BEITZ

PAY STATUS: 40 PAYABLE DOI: 0.00030500 RR 3 BOX 98

EFFECTIVE DATE: 01/01/1998 EUREKA KS 67045-9213

499386 INTEREST TYPE: RI

LOIS AUER CLIFTON

PAY STATUS: 49 ESCH TO CURRENT
DOI: 0.00010170
EFFECTIVE DATE: 01/01/1998 515 NW 40TH ST

EL DORADO KS 67042-8301

INTEREST TYPE: RI 499388 OWNER:

PAY STATUS: 49 ESCH TO CURRENT A H TETER

DOI: 0.00027110 425 S OLD HWY 81, TRLR H-EFFECTIVE DATE: 01/01/1998 HESSTON KS 67062-9457

INTEREST TYPE: RI 499394 OWNER:

PAY STATUS: 40 PAYABLE DANIEL BITLER DOI: 0.00030500 312 N PLUM

EFFECTIVE DATE: 01/01/1998 EUREKA KS 67045-1849

499396 INTEREST TYPE: RI OWNER:

PAY STATUS: 49 ESCH TO CURRENT DOI: 0.00027110 CHARLES W TETER

DOI: 0.00027110 EFFECTIVE DATE: 01/01/1998 111 S SUMMIT ST APT C2 EL DORADO KS 67042-2570

PLAINS MARKETING, L.P. DIVISION OF INTEREST STATEMENT OF LEASE OWNERSHIP FOR 2019

LEASE: 153090 CARTWRIGHT

EUREKA KS 67045-4402

499397 INTEREST TYPE: RI OWNER:

PAY STATUS: 61 DECEASED JULIA EILEEN WILLIAMS DOI: 0.00010170 EFFECTIVE DATE: 01/01/1998 0.00010170 4022 SHORESIDE CIR

TAMPA FL 33624

499399 INTEREST TYPE: RI OWNER:

PAY STATUS: 40 PAYABLE ROBERT A ZEBOLD JR LIV TR

DOI: 0.00772720 VIRGINIA T ZEBOLD TRUSTEE EFFECTIVE DATE: 01/01/1998 7373 E 29TH ST N APT W326 WICHITA KS 67226-3460

INTEREST TYPE: RI 499621 OWNER: DAVID T PUGH

PAY STATUS: 49 ESCH TO CURRENT DOI: 0.00002540 EFFECTIVE DATE: 01/01/1998 1415 N MAIN EUREKA KS 67045

INTEREST TYPE: RI

499622 OWNER: PAY STATUS: 40 PAYABLE JAMES O PUGH

DOI: 0.00002540 3729 GREENCREST DRIVE EFFECTIVE DATE: 01/01/1998 SANTA ROSA CA 95405

499623 INTEREST TYPE: RI

PAY STATUS: 40 PAYABLE KAREN L CORNETT

DOI: 0.00002540 1361 140TH ST EFFECTIVE DATE: 01/01/1998 EUREKA KS 67045-4402

499624 INTEREST TYPE: RI
PAY STATUS: 40 PAYABLE
DOI: 0.00002550 OWNER: PEGGY L OWINGS LIFE ESTAT

DOI: 0.00002550 EFFECTIVE DATE: 01/01/1998 KARON L CORNETT TRUSTEE

1361 140TH ST

PLAINS MARKETING, L.P. DIVISION OF INTEREST STATEMENT OF LEASE OWNERSHIP FOR 2019

LEASE: 153090 CARTWRIGHT

COTTONWOOD FALLS KS 66845

501310 INTEREST TYPE: RI OWNER:

PAY STATUS: 49 ESCH TO CURRENT JAMES R NUTTLE JR

DOI: 0.00005090 2660 SW 70TH STREET EFFECTIVE DATE: 01/01/1998 EL DORADO KS 67042

OWNER:

EDA JEAN NUTTLE WOOLF

501312 INTEREST TYPE: RI
PAY STATUS: 40 PAYABLE
0.00005080 8691 NW FALCON

EFFECTIVE DATE: 12/01/1998 SAWYER KS 67134

______ 501313 INTEREST TYPE: RI

OWNER:

PAY STATUS: 40 PAYABLE JANICE NUTTLE MCNEE DOI: 0.00005080 EFFECTIVE DATE: 01/01/1998 J C MCNEE AIF

1235 160TH RD

524175 INTEREST TYPE: RI OWNER:

PAY STATUS: 40 PAYABLE RICHARD T MERK & DOI: 0.00929300 BRADFORD D PEYTON J/T

EFFECTIVE DATE: 06/01/1999 P O BOX 620052

WOODSIDE CA 94062-0052

_____ 553503 INTEREST TYPE: RI

OWNER: PAY STATUS: 40 PAYABLE DOI: 0.00046465 GARDINER G GREENE JR

DOI: 0.00046465 EFFECTIVE DATE: 02/01/2001 P O BOX 6254 LACONIA NH 03247-6254

553505 INTEREST TYPE: RI

PAY STATUS: 40 PAYABLE MARTHA G MORSE DOI: 0.00046465 P O BOX 232 EFFECTIVE DATE: 02/01/2001 NORTH CONWAY NH 03860

THIS DIVISION OF INTEREST REFLECTS THE MANNER IN WHICH SETTLEMENTS WERE LAST MADE BUT DOES NOT NECESSARILY REFLECT RECORD TITLE TO THE INTERESTS REFLECTED HEREON. IT IS FURNISHED AS AN ACCOMMODATION ONLY AND ANYONE RELYING THEREON DOES SO AT HIS OWN RISK AND WITHOUT RECOURSE AGAINST PLAINS MARKETING, L.P. OWNERSHIP AND INTEREST IS NOT BEING UPDATED ON THIS SITE. DATA IS VALID AS OF REPORT DATE ONLY.

PLAINS MARKETING, L.P. DIVISION OF INTEREST STATEMENT OF LEASE OWNERSHIP FOR 2019

LEASE: 153090 CARTWRIGHT

OWNER:

S JAVAID ANWAR - TRUSTEE

589232 INTEREST TYPE: RI
PAY STATUS: 40 PAYABLE
DOI: 0.03238410
EFFECTIVE DATE: 09/01/2002 PO BOX 3082 MIDLAND TX 79702

602224 INTEREST TYPE: WI OWNER: PAY STATUS: 40 PAYABLE

RANDALL BISHOP DOI: 0.04375000 609 EAST KANSAS EFFECTIVE DATE: 09/01/2003

YATES CENTER KS 66783

OWNER: BIG SKY MINERAL TRUST

618772 INTEREST TYPE: RI

PAY STATUS: 40 PAYABLE

DOI: 0.00022652

EFFECTIVE DATE: 05/01/2007 SERENA B KUNDYSEK TRUSTEE PO BOX 3788

ARLINGTON TX 76007-3788

INTEREST TYPE: RI 737106

PAY STATUS: 40 PAYABLE MORMEG LLC (

1 STATUS: 10 ON 10 ON

737106

INTEREST TYPE: WI
PAY STATUS: 40 PAYABLE OWNER: MORMEG LLC DOI: 0.39375000

-10551 BARKLEY ST #307 EFFECTIVE DATE: 01/01/2006 OVERLAND PARK KS 66212

OWNER: ORA NUTTLE ROSS

740779 INTEREST TYPE: RI
PAY STATUS: 40 PAYABLE
DOI: 0.00005090
EFFECTIVE DATE: 01/01/1998 6220 MARTWAY ST APT 207 MISSION KS 66202

PLAINS MARKETING, L.P. DIVISION OF INTEREST STATEMENT OF LEASE OWNERSHIP FOR 2019

LEASE: 153090 CARTWRIGHT

DALLAS TX 75370-2377

747251 INTEREST TYPE: RI OWNER:

PAY STATUS: 40 PAYABLE LINDA TETER HENDRICKSON TRUST DOI: 0.00081340 EFFECTIVE DATE: 09/01/2003 LINDA TETER HENDRICKSON TTEE

326 MISSION ROAD EUREKA KS 67045

INTEREST TYPE: RI 747259

PAY STATUS: 40 PAYABLE SALLY TETER MONNINGER TRUST DOI: 0.00081340 SALLY TETER MONNINGER TIEE

EFFECTIVE DATE: 09/01/2003 301 WOODLAWN PLACE LAWRENCE KS 66049

762584 INTEREST TYPE: RI OWNER: ROBERT L MCCULLY

PAY STATUS: 40 PAYABLE
DOI: 0.00040670
EFFECTIVE DATE: 09/01/2001 860 PAR DRIVE

EL DORADO KS 67042-4374

762587 INTEREST TYPE: RI OWNER:

PAY STATUS: 40 PAYABLE JOHN W MCCULLY DOI: 0.00040670

1320 COLLEEN TERRACE EFFECTIVE DATE: 09/01/2001

ANDOVER KS 67002

776695 INTEREST TYPE: RI OWNER:

TATUS: 40 PAYABLE DOI: 0.00064179 PAY STATUS: SOUTHWEST PETROLEUM CO LP D/B/A SOUTHWEST PETROLEUM CO

EFFECTIVE DATE: 04/01/2010 P O BOX 702377

798078 INTEREST TYPE: RI OWNER: PAY STATUS: 40 PAYABLE

TONYA LOUISE BROWN DOI: 0.00005085 715 GARFIELD EFFECTIVE DATE: 11/01/2009 EMPORIA KS 66801

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PLAINS MARKETING, L.P. DIVISION OF INTEREST STATEMENT OF LEASE OWNERSHIP FOR 2019

LEASE: 153090 CARTWRIGHT

CLARKSTON WA 99403

EUREKA KS 67045

798079 INTEREST TYPE: RI OWNER:

PAY STATUS: 55 ESCH NON-CURREN ROBERT STEPHEN TETER

DOI: 0.00005085 EFFECTIVE DATE: 11/01/2009 4261 FIRESIDE CIR IRVINE CA 92604

804322 INTEREST TYPE: WI OWNER .

PAY STATUS: 40 PAYABLE BILL AND MARY JANE KNEISLY DOI: 0.43750000

COMMUNITY PROPERTY TRUST EFFECTIVE DATE: 08/01/2010 DATED 5/21/03

MARY JANE KNEISLY TRUSTEE 2226 RIVERSIDE DRIVE

1014701 INTEREST TYPE: RI OWNER:

PAY STATUS: 40 PAYABLE PETER RICHARD STRANDBERG JR DOI: 0.00005084

1100 NW WARRENTON DRIVE #333 EFFECTIVE DATE: 11/01/2009 WARRENTON OR 97146

1014702 INTEREST TYPE: RI
PAY STATUS: 40 PAYABLE
DOI: 0.00005084 CARRIE LOUISE STRANDBERG

1100 NW WARRENTON DRIVE #333 EFFECTIVE DATE: 11/01/2009

WARRENTON OR 97146

_____ 1014722 INTEREST TYPE: RI OWNER:

PAY STATUS: 40 PAYABLE PETER RICHARD STRANDBERG DOI: 0.00010172 1100 NW WARRENTON DRIVE #333

EFFECTIVE DATE: 11/01/2009 WARRENTON OR 97146

1032199 INTEREST TYPE: RI OWNER:

PAY STATUS: 40 PAYABLE CHARLES L BITLER & CAROLYN S DOI: 0.00030500

BITLER REVOCABLE TRUST EFFECTIVE DATE: 12/01/2012

CHARLES L BITLER & CAROLYN S BITLER TRUSTEES RR NO 2 BOX 30

PLAINS MARKETING, L.P. DIVISION OF INTEREST STATEMENT OF LEASE OWNERSHIP FOR 2019

LEASE: 153090 CARTWRIGHT

MEDFORD OR 97501

MEDFORD OR 97501-8839

1055499 INTEREST TYPE: RI OWNER:

PAY STATUS: 40 PAYABLE SHERRY F CARMICHAEL

DOI: 0.00002543 11 BEN HOGAN DR EFFECTIVE DATE: 10/01/2014 HENDERSONVILLE NC 28739

1055500 INTEREST TYPE: RI OWNER:

PAY STATUS: 49 ESCH TO CURRENT KIM L ONEILL

DOI: 0.00002543 6560 WEST MESA STREET EFFECTIVE DATE: 10/01/2014 FAYETTEVILLE AR 72704

1055502 INTEREST TYPE: RI OWNER:

PAY STATUS: 40 PAYABLE DOI: 0.00002542 DEANA M GARBOW 573 JASON STREET EFFECTIVE DATE: 10/01/2014

CLINTON AR 72031

1055503 INTEREST TYPE: RI OWNER:

PAY STATUS: 40 PAYABLE DUANN C AUER RHODES DOI: 0.00002542 504 SOUTH OUEEN STREET

EFFECTIVE DATE: 10/01/2014 LANCASTER PA 17603

1065783 INTEREST TYPE: RI OWNER:

PAY STATUS: 40 PAYABLE DEAN & MARCIA CHAPMAN FAMILY

DOI: 0.00003390 TRUST DATED 8/14/14 EFFECTIVE DATE: 05/01/2016

MARCIA JOYCE CHAPMAN & DEAN WRIGHT CHAPMAN TRUSTEES 1354 S PEACH STREET

1065784 INTEREST TYPE: RI PAY STATUS: 40 PAYABLE OWNER: PAMELA R DUNLAP REVOCABLE DOI: 0.00003390 LIVING TRUST DATED 10/21/14 EFFECTIVE DATE: 05/01/2016

PAMELA R DUNLAP TRUSTEE 10 E SOUTH STAGE SPC 71

PLAINS MARKETING, L.P. DIVISION OF INTEREST STATEMENT OF LEASE OWNERSHIP FOR 2019

OWNER:

LEASE: 153090 CARTWRIGHT

ASTORIA OR 97103

SAN LUIS OBISPO CA 93401

OWNER:

1065785 INTEREST TYPE: RI
PAY STATUS: 40 PAYABLE
DOI: 0.00003390
EFFECTIVE DATE: 05/01/2016 DANA BERNY & MICHAEL BERNY **JTWROS**

36608 CHRISTIANS LANE

1077938 INTEREST TYPE: RI OWNER:

PAY STATUS: 40 PAYABLE JEAN ANN LONGABACH-DUNCAN DOI: 0.00481935 6617 MILLSTONE STREET

EFFECTIVE DATE: 01/01/2017 HIGHLANDS RANCH CO 80130

_____ INTEREST TYPE: RI 1077939

PAY STATUS: 40 PAYABLE DOI: 0.00481935 EFFECTIVE DATE: 01/01/2017 JAY O LONGABACH 280 CRESMONT DR

TOTAL INTEREST: 1.00000000
