KOLAR Document ID: 1602880

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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

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

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

Check applicable boxes:

- ☐ Oil Lease: No. of Oil Wells _____ **
- ☑ Gas Lease: No. of Gas Wells 1 **
- ☐ 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: ELWOOD

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

Effective Date of Transfer: 02/01/2022

KS Dept of Revenue Lease No.: 204630

Lease Name: BAIER, George

____-____-____-NW Sec. 25 Twp. 33 R. 14 ☐ E ☑ W

Legal Description of Lease:
Township 33 South-Range 14 West Section 23: SE/4 SE/4 Section 25: NW/4

County: Barber

Production Zone(s): MISS

Injection Zone(s): _____

Surface Pit Permit No.: _____ *(API No. if Drill Pit, WO or Haul)*

_____ feet from ☐ N / ☐ S Line of Section

_____ feet from ☐ E / ☐ W Line of Section

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

Past Operator's License No. 33168

Past Operator's Name & Address: Woolsey Operating Company, LLC

125 N MARKET STE 1000 WICHITA,KS 67202-1729

Title: Authorized KOLAR Agent

Contact Person: SCOTT FRAIZER

Phone: (316)267-4379

Date: 02/09/2022

Signature: Dean Pattisson

New Operator's License No. 35906

New Operator's Name & Address: BCE-Mach III LLC

14201 WIRELESS WAY SUITE 300 OKLAHOMA CITY,OK 73134-2521

New Operator's Email: rhughes@machresources.com

Title: Authorized KOLAR Agent

Contact Person: Rick Hughes

Phone: (405)252-8151

Oil / Gas Purchaser: TARGA PIPELINE MID-CONTINENT WESTOK

Date: 02/10/2022

Signature: Amanda Lair

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 02/28/2022 PRODUCTION _____ UIC _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: 204630

* Lease Name: BAIER, George * Location: 25-33S-14W

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
1	15-007-00106-00-00	3622 FSL *Circle:* FSL/FNL	3610 FEL *Circle:* FEL/FWL	GAS	PR
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		

A separate sheet may be attached if necessary.

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

KOLAR Document ID: 1602880

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 # 33168
Name: Woolsey Operating Company, LLC
Address 1: 125 N MARKET STE 1000
Address 2:
City: WICHITA State: KS Zip: 67202 + 1729
Contact Person: SCOTT FRAIZER
Phone: (316) 267-4379 Fax: ( )
Email Address: WOOLSEY@WOOLSEYCO.COM

Well Location:
__ - __ - __ - NW Sec. 25 Twp. 33 S. R. 14 ☐ East ☒ West
County: Barber
Lease Name: BAIER, George Well #: See T1 Side Two

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

Township 33 South-Range 14 West Section 23: SE/4 SE/4 Section 25: NW/4

Surface Owner Information:
Name: ROBERTS, CHRISTOPHER F & KATELYN M
Address 1: 17228 E 109th Ave
Address 2:
City: Commerce City State: CO Zip: 80022 + __ __ __ __

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: 02/09/2022 Signature of Operator or Agent: Dean Pattisson Title: Authorized KOLAR Agent

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

This Assignment, Conveyance and Bill of Sale ("***Assignment***") is dated as of _____, 202__ (the "***Execution Date***"), by and between Woolsey Energy Corporation ("***WEC***"), a Kansas corporation, Woolsey Five, LLC, a Kansas limited liability Company ("***Five***"), Woolsey Operating Company, LLC, a Kansas limited liability company, Bluestem Gas Marketing, L.L.C., a Kansas limited liability company, American Pipeline Company, L.L.C., a Kansas limited liability company, SPUR, LLC, a Kansas limited liability company, SPUR II, LLC, a Kansas limited liability company, and SPUR III, LLC, a Kansas limited liability company (collectively, the "***Grantor***") and BCE-Mach III LLC ("***Grantee***"), a Delaware limited liability company. Grantor and Grantee are sometimes referred to herein individually as a "***Party***" and collectively as the "***Parties***."

Capitalized teams used but not defined herein, shall have the respective meanings set forth in that certain Purchase and Sale Agreement, dated as of December 1, 2021 (the "***PSA***"), as may be amended, by and between Grantor and Grantee.

ARTICLE 1.
CONVEYANCE

Section 1.1 **Conveyance**. Subject to the terms and conditions hereof, with effect (unless another effective time is expressly stated herein) as of 7:00 a.m. Central Time on December 1, 2021 (the "***Effective Time***"), for and in consideration of the sum of Ten Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the provisions of the PSA, Grantor hereby sells, transfers, conveys and grants unto Grantee, and Grantee hereby accepts from Grantor, all of Grantor's right, title and interest in and to the following property (collectively the "***Property***", but excepting and excluding in all such instances, the Excluded Assets):

(i) the oil, gas, and mineral leases described in Exhibit A, Part 1, insofar and only insofar as those interests, rights, and leases cover and include the lands, depths, and rights described in Exhibit A, Part 1 whether producing or non-producing, together with any and all other right, title and interest of Grantor in and to the leasehold estates created thereby, including all working interests, net revenue interests, overriding royalties, production payments, net profits interests, carried interests, reversionary interests, and other Hydrocarbons interests of any kind or character derived therefrom or attributable thereto, as well as the operating rights thereunder, subject to the terms, conditions, covenants and obligations set forth in such leases (collectively, the "***Leases***");

(ii) all oil, gas, and condensate wells (whether producing, not producing, shut-in or abandoned), water source, water injection, observation and other injection or disposal wells, and systems and all equipment of Grantor located on or attributable to the Leases or the Units including without limitation those wells described in Exhibit A, Part 2 (collectively, the "***Wells***");

(iii) all rights, obligations, and interests in any units or pooled or communitized lands in which the Leases are included, to the extent that these rights, obligations, and interests arise from and are associated with the Leases, including, without limitation, all rights and obligations derived from any unitization, pooling, operating, communitization or other agreement or from any declaration or order of any Governmental Authority (collectively, the "***Units***", and together with the Leases and Wells, the "***O&G Properties***");

(iv) all saltwater disposal systems and related equipment and landowner agreements which are applicable to, used in operation with or associated with the ownership or operation of the O&G Properties, including all saltwater disposal systems and related equipment and landowner agreements which are applicable to, used in operation with or associated with the ownership or operation of the O&G Properties, including those described on Exhibit A, Part 3 (collectively, "***Saltwater Systems Interests***");

(v) to the extent assignable or transferable at no cost to Grantor (unless Grantee agrees to pay such cost on behalf of Grantor), all easements, rights-of-way, licenses, permits, servitudes, surface leases, surface use agreements, surface fee tracts, and similar rights, obligations, and interests which are applicable to, used in operation with or associated with the ownership or operation of the O&G Properties, Saltwater Systems Interests and Pipeline Assets including those described on Exhibit A, Part 4 (collectively, the "***Easements***");

(vi) all equipment, machinery, fixtures and other personal, movable and mixed property, operational and nonoperational, known or unknown, located on any of the O&G Properties or other Assets or which are applicable to, used in operation with or associated with the ownership or operation of the O&G Properties, Saltwater Systems Interests, Easements and Pipeline Assets including pipelines, gathering systems, manifolds, frac ponds, well equipment, casing, tubing, pumps, motors, fixtures, machinery, compression equipment, flow lines, processing and separation facilities, pads, structures, materials and other items used in the operation thereof (collectively, the "***Personal Property***");

(vii) to the extent assignable or transferable at no cost to Grantor (unless Grantee agrees to pay such cost on behalf of Grantor), all contracts and agreements applicable to or burdening the O&G Properties, Saltwater Systems Interests, Easements and Pipeline Assets, including farmout agreements, farmin agreements, joint operating agreements, participation agreements, gathering agreements, transportation agreements, and Hydrocarbon (as defined in Section 1.3.1 of the PSA) sales agreements, equipment rental contracts and similar agreements, including, but not limited to, those described in Exhibit A, Part 5, insofar and only insofar as such contracts or agreements cover and apply to the O&G Properties or the Easements (collectively, the "***Related Contracts***"), but excluding from such definition all master service agreements, contracts or similar agreements of Grantor or any applicable Affiliates;

(viii) all Imbalances related to the O&G Properties;

(ix) to the extent assignable at no cost to Grantor (unless Grantee agrees to pay such cost on behalf of Grantor), originals or copies (whether paper or electronic) of all land and Lease files, right-of-way files, title records, title opinions, well logs, well tests, well files, mud logs, directional surveys, core reports, daily drilling records, machinery and equipment maintenance files, health, environmental and safety information and records, production and accounting records in Excel format reflecting current ownership decks, well master files, division of interest files, working interest owner name and address files and revenue and joint interest billing account information, Tax records (other than with respect to income or franchise Taxes), insofar and only insofar as such are primarily related to any of the O&G Properties, Saltwater Systems Interests, Easements, Pipeline Assets or the Related Contracts (collectively, the "***Property Records***");

(x) the seismic, geological, geochemical or geophysical data, cores and logs in Grantor's possession relating to the O&G Properties, except as otherwise provided in *Section 1.2.1* of the PSA (collectively, the "***Data***");

(xi) all Hydrocarbons produced from or attributable to the O&G Properties, to the extent such Hydrocarbons were produced from and after the Effective Time, and all Hydrocarbons for which Grantor receives an upward adjustment to the Purchase Price pursuant to *Section 2.2.2(b)* of the PSA;

(xii) the following items located at the Yard Facility: all printers, photocopiers, scanners, plotters, equipment, inventory, materials, vehicles and rolling stock, frac-swab tanks, office equipment and furniture and contents located at such Yard Facility;

(xiii) all rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses) whether arising on or after the Effective Time to the

extent such rights, claims, and causes of action relate to any of the Assets or any Buyer's Assumed Obligations;

(xiv) certain drilling prospects identified by Grantor prior to the Execution Date and described on Exhibit A, Part 7 (collectively, "***Drilling Prospects***"); and

(xv) all pipelines which are applicable to, used in operation with or associated with the ownership or operation of the O&G Properties, including three pipelines, one inactive pipeline, and gathering systems and all related equipment, property and rights-of-way associated therewith and contracts related to the operation thereof (collectively, "***Pipeline Assets***") as described on Exhibit A, Part 8; or Exhibit A, Part 4; and all applicable linefill.

EXCEPTING AND RESERVING to Grantor, however, the Excluded Assets identified on *Schedule EA*, including a thirty-five percent (35%) non-operating leasehold interest in and to the Leases covering the Ranger Lands (referred to as the Ranger Project) more specifically described on *Schedule EA*, including the Dargel 1, Hubbell #1 and #2, McElwain #1, McFadden #1 and Kilgore #2 wells, related equipment and other assets; a thirty-five percent (35%) non-operating leasehold interest in and to the Leases covering the Eagle West Lands (referred to as the Eagle West Prospect) more specifically described on *Schedule EA*, including the Farney A-1, Farney B-1 and Farney C-1 wells, related equipment and other assets; and a thirty-five percent (35%) non-operating interest in the respective Areas of Mutual Interest (referred to as the AMIs) of the Ranger Lands and the Eagle West Lands as shown on *Schedule EA* and as governed by the Ranger Joint Operating Agreement and the Eagle West Joint Operating Agreement, respectively.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever, by, through and under Grantor or its Affiliates, subject, however, to the terms and conditions of this Assignment.

Section 1.2 **Special Warranty**. Grantor shall, until the date that is two (2) years after the Closing Date ("***Special Warranty Termination Date***"), specially warrant Defensible Title to the Leases and the Wells from and against lawful Claims of third Persons, subject to the Permitted Encumbrances, arising by, through, and under Grantor, but not otherwise (the "Special Warranty"); provided, however, the Special Warranty shall cease and terminate on the Special Warranty Termination Date. The Special Warranty shall be subject to the further limitations and provisions in Section 5.7 of the PSA. The Parties acknowledge and agree that the foregoing warranty shall constitute and be considered a limited warranty of title by, through and under Grantor under the applicable Laws of the State of Kansas EXCEPT AS PROVIDED IN THE PRECEDING SENTENCES OF THIS SECTION 1.2, GRANTOR makes no warranty or representation, express, implied, statutory or otherwise, with respect to GRANTOR' s title to any of the Property.

Section 1.3 **Disclaimers of Warranties**.

(a) EXCEPT AS EXPRESSLY SET FORTH IN THE PSA, GRANTOR WILL CONVEY THE PROPERTY TO GRANTEE WITHOUT ANY EXPRESS, STATUTORY OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND, INCLUDING WARRANTIES RELATING TO: (i) THE CONDITION OR MERCHANTABILITY OF THE PROPERTY; (ii) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; OR (iii) FREEDOM FROM OTHER DEFECTS. GRANTEE ACCEPTS THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN THE PSA, GRANTOR MAKES NO REPRESENTATION OR WARRANTY AS TO: (1) THE VALUE, QUALITY, QUANTITY, VOLUME OR DELIVERABILITY OF ANY OIL, GAS OR OTHER MINERALS OR RESERVES (IF ANY) IN, UNDER OR ATTRIBUTABLE TO THE PROPERTY (INCLUDING WITHOUT LIMITATION PRODUCTION RATES, DECLINE RATES AND RECOMPLETION OR DRILLING OPPORTUNITIES); (2) GAS BALANCING OR PAYOUT ACCOUNT INFORMATION, ALLOWABLES, OR OTHER REGULATORY MATTERS; (3) THE PHYSICAL, OPERATING, PERMITTING COMPLIANCE, REGULATORY COMPLIANCE, SAFETY OR ENVIRONMENTAL CONDITION OF THE PROPERTY; (4) PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR; OR (5) THE GEOLOGICAL OR ENGINEERING CONDITION OF THE PROPERTY OR ANY VALUE THEREOF.

(b) EXCEPT AS EXPRESSLY SET FORTH IN THE PSA, THE PARTIES EACH DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENTS OR COMMUNICATIONS (ORALLY OR IN WRITING) TO THE OTHER PARTY (INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION CONTAINED IN ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ANY SUCH PARTY BY ANY EMPLOYEE, OFFICER, DIRECTOR, AGENT, CONSULTANT, ENGINEER OR ENGINEERING FIRM, TRUSTEE, REPRESENTATIVE, PARTNER, MEMBER, BENEFICIARY, STOCKHOLDER OR CONTRACTOR OF SUCH DISCLAIMING PARTY OR ITS AFFILIATES) WHEREVER AND HOWEVER MADE, INCLUDING THOSE MADE IN ANY DATA ROOM AND ANY SUPPLEMENTS OR AMENDMENTS THERETO OR DURING ANY NEGOTIATIONS WITH RESPECT TO THE PSA OR ANY CONFIDENTIALITY, OR OTHER AGREEMENT PREVIOUSLY EXECUTED BY THE PARTIES WITH RESPECT TO THE PROPERTY. GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, OR MATERIALITY OF ANY DATA, INFORMATION OR RECORDS FURNISHED TO GRANTEE IN CONNECTION WITH THE PROPERTY. ANY DATA, INFORMATION OR OTHER RECORDS FURNISHED BY OR ON BEHALF OF GRANTOR ARE PROVIDED TO GRANTEE AS A CONVENIENCE ONLY, AND GRANTEE HAS NOT RELIED ON SUCH DATA, BUT GRANTEE HAS BEEN ADVISED BY AND HAS RELIED SOLELY ON ITS OWN EXPERTISE AND LEGAL, TAX, RESERVOIR ENGINEERING, ENVIRONMENTAL CONSULTING, AND OTHER PROFESSIONAL COUNSEL CONCERNING THIS TRANSACTION, THE PROPERTY AND THE VALUE THEREOF.

ARTICLE 2.
ASSUMPTION OF OBLIGATIONS

Section 2.1 **Assumed Obligations**.

Grantee hereby assumes and agrees to fulfill, perform, pay and discharge (or cause to be timely fulfilled, performed, paid or discharged) all of the Buyer's Assumed Obligations under the PSA upon and after the Closing Date.

Section 2.2 **Basic Documents**.

The sale, transfer and conveyance of the Property to Grantee is subject to, and Grantee agrees to be bound to and to perform, any and all obligations under the Easements, Related Contracts and all other agreements or instruments pertaining to the Property (collectively, the "***Basic Documents***"), and, subject to Grantee's rights under the PSA, hereby assumes and agrees to fulfill, perform, pay and discharge all of Grantor's obligations under the Basic Documents; provided, however, that in no event will any Basic Documents include Excluded Assets, and Grantee's assumption of such obligations shall become effective upon and after the Closing Date, unless otherwise provided for under the PSA.

ARTICLE 3.
MISCELLANEOUS

Section 3.1 **Further Assurances**.

Grantor and Grantee agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other Party for carrying out the purposes of this Assignment and the PSA.

Section 3.2 **PSA**.

This Assignment is delivered pursuant to, and hereby made subject to, the terms and conditions of the PSA. In the event that any provision of this Assignment is construed to conflict with any provision of the PSA, the provisions of the PSA shall be deemed controlling to the extent of such conflict.

Section 3.3 **Successors and Assigns**.

This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

Section 3.4 **Counterparts**.

This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. No Party shall be bound until such time as all of the Parties have executed counterparts of this Assignment.

[signature page follows]

IN WITNESS WHEREOF, this Assignment has been signed by each of the Parties on the date first above written.

(Corporate Seal)

ATTEST:

_____ (Assistant) Secretary

Woolsey Energy Corporation,
A Kansas corporation

By: Scott Frazier
Name: Scott Frazier
Title: President / Treasurer

Woolsey Five, LLC,
a Kansas limited liability company

By: Scott Frazier
Name: Scott Frazier
Title: Manager

Woolsey Operating Company, LLC, a Kansas limited liability company

By: Scott Frazier
Name: Scott Frazier
Title: Manager

Bluestem Gas Marketing, L.L.C., a Kansas limited liability company by Woolsey Companies, Inc, Manager

By: Scott Frazier
Name: Scott Frazier
Title: President / Treasurer

American Pipeline Company, L.L.C., a Kansas limited liability company by Woolsey Companies, Inc., Manager

By: Scott Frazier
Name: Scott Frazier
Title: President / Treasurer

SPUR, LLC, a Kansas limited liability company by Woolsey Energy Corporation, Manager

By: Scott Frazier
Name: Scott Frazier
Title: President / Treasurer

SPUR II, LLC, a Kansas limited liability company by Woolsey Energy Corporation, Manager

By: Scott Frazier
Name: Scott Frazier
Title: President / Treasurer

SPUR III, LLC, a Kansas limited liability company by Woolsey Energy Corporation, Manager

By: Scott Frazier
Name: Scott Frazier
Title: President / Treasurer

(Corporate Seal) **[Grantee]**

ATTEST: By:_____
Name:_____
_____ Title:_____

_____ (Assistant) Secretary

Grantor:

STATE OF KANSAS §
§
COUNTY OF Sedgwick §

BE IT KNOWN, that on this 31st day of January, 2022, before me, the undersigned authority, personally came and appeared Scott Fraizer appearing herein in his capacity as President/Treasurer of Woolsey Energy Corporation, a Kansas corporation, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said President/Treasurer said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC - State of Kansas
LINDSAY L. WEBER
My Appt. Expires 10/26/22

Printed Name: Lindsay L. Weber

Notary Public for the State of Kansas
County of Sedgwick

My commission expires: 10/26/22

Lindsay L. Weber

STATE OF KANSAS §
§
COUNTY OF Sedgwick §

BE IT KNOWN, that on this 31st day of January, 2022, before me, the undersigned authority, personally came and appeared Scott Fraizer appearing herein in his capacity as manager of Woolsey Five, LLC, a Kansas limited liability company, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said manager of said limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of its Members, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC - State of Kansas
LINDSAY L. WEBER
My Appt. Expires 10/26/22

Printed Name: Lindsay L. Weber

Notary Public for the State of Kansas
County of Sedgwick

My commission expires: 10/26/22

Lindsay L. Weber

STATE OF KANSAS §
§
COUNTY OF Sedgwick §

BE IT KNOWN, that on this 31st day of January, 2022, before me, the undersigned authority, personally came and appeared Scott Fraizer appearing herein in his capacity as manager of Woolsey Operating Company, LLC, a Kansas limited liability company, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said manager of said limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of its Members, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC - State of Kansas
LINDSAY L. WEBER
My Appt. Expires 10/26/22

Printed Name: Lindsay L. Weber

Notary Public for the State of Kansas
County of Sedgwick

My commission expires: 10/26/22

Lindsay L. Weber

STATE OF KANSAS §
§
COUNTY OF Sedgwick §

BE IT KNOWN, that on this 31st day of January, 2022, before me, the undersigned authority, personally came and appeared Scott Fraizer appearing herein in his capacity as President/Treasurer of Woolsey Companies Inc., as manager of Bluestem Gas Marketing, L.L.C., a Kansas limited liability company, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said President/Treasurer of Woolsey Companies Inc. as manager of said limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of its Members, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC - State of Kansas
LINDSAY L. WEBER
My Appt. Expires 10/26/22

Printed Name: Lindsay L. Weber

Notary Public for the State of Kansas
County of Sedgwick

My commission expires: 10/26/22

Lindsay L. Weber

STATE OF KANSAS §
§
COUNTY OF Sedgwick §

BE IT KNOWN, that on this 31st day of January, 2022, before me, the undersigned authority, personally came and appeared Scott Fraizer appearing herein in his capacity as President/Treasurer of Woolsey Companies Inc., as manager of American Pipeline Company, L.L.C., a Kansas limited liability company, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said President/Treasurer of Woolsey Companies Inc., as manager of said limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of its Members, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC - State of Kansas
LINDSAY L. WEBER
My Appt. Expires 10/26/22

Printed Name: Lindsay L. Weber

Notary Public for the State of Kansas
County of Sedgwick

My commission expires: 10/26/22

Lindsay L. Weber

STATE OF KANSAS §
§
COUNTY OF Sedgwick §

BE IT KNOWN, that on this 31st day of January, 2022, before me, the undersigned authority, personally came and appeared Scott Fraizer appearing herein in his capacity as President/Treasurer of Woolsey Energy Corporation, as Manager of SPUR, LLC, a Kansas limited liability company, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said President/Treasurer of Woolsey Energy Corporation, as Manager of said limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of its Members, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC - State of Kansas
LINDSAY L. WEBER
My Appt. Expires 10/26/22

Printed Name: Lindsay L. Weber

Notary Public for the State of Kansas
County of Sedgwick

My commission expires: 10/26/22

Lindsay L. Weber

STATE OF KANSAS §
§
COUNTY OF Sedgwick §

BE IT KNOWN, that on this 31st day of January, 2022, before me, the undersigned authority, personally came and appeared Scott Fraizer appearing herein in his capacity as President/Treasurer of Woolsey Energy Corporation, as Manager of SPUR II, LLC, a Kansas limited liability company, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said President/Treasurer of Woolsey Energy Corporation, as Manager of said limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of its Members, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC - State of Kansas
LINDSAY L. WEBER
My Appt. Expires 10/26/22

Printed Name: Lindsay L. Weber

Notary Public for the State of Kansas
County of Sedgwick

My commission expires: 10/26/22

Lindsay L. Weber

STATE OF KANSAS §
§
COUNTY OF Sedgwick §

BE IT KNOWN, that on this 31st day of January, 2022, before me, the undersigned authority, personally came and appeared Scott Fraizer appearing herein in his capacity as President/Treasurer of Woolsey Energy Corporation, as Manager of SPUR III, LLC, a Kansas limited liability company, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said President/Treasurer of Woolsey Energy Corporation, as Manager of said limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of its Members, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC - State of Kansas
LINDSAY L. WEBER
My Appt. Expires 10/26/22

Printed Name: Lindsay L. Weber

Notary Public for the State of Kansas
County of Sedgwick

Lindsay L. Weber

My commission expires: 10/26/22

EXHIBIT "A" - PART 1
(LEASES)

Contract File Number	Contract Alt. Number	Contract Lessor Name	Contract Original Lessee Name	Contract Date	Recording Information (Bk-Page)	County	State	Sec	Twn	Rng	SURVEY	BLK	Contract Legal Description
K-6352 (HBP)	SPRIGGS "B" 4 (LEASE 2)	EVELYN SPRIGGS, FORMERLY KNOWN AS EVELYN WOLKINS AND RAYMOND SPRIGGS, HER HUSBAND	TEXAS OIL & GAS CORP.	7/21/1987	234-319	Barber	KS	33	33S	13W			Township 33 South-Range 13 West Section 33: N/2 SW/4; SW/4 SW/4
K-6353 (HBP)	SPRIGGS "B" 4 (LEASE 3); SPRIGGS "D" 1, 2 (LEASE 1)	EVELYN SPRIGGS, FORMERLY KNOWN AS EVELYN WOLKINS AND RAYMOND SPRIGGS, HER HUSBAND	TEXAS OIL & GAS CORP.	7/21/1987	234-315	Barber	KS	33	33S	13W			Township 33 South-Range 13 West Section 33: NW/4
K-6354 (HBP)	SPRIGGS "D" 1, 2 (LEASE 2)	EVELYN SPRIGGS, FORMERLY KNOWN AS EVELYN WOLKINS AND RAYMOND SPRIGGS, HER HUSBAND	TEXAS OIL & GAS CORP.	10/10/1989	247-231	Barber	KS	33	33S	13W			Township 33 South-Range 13 West Section 33: NE/4
K-1375 (HBP)	SPRIGGS "E" 1	EVELYN SPRIGGS AND RAYMOND SPRIGGS, HER HUSBAND	J. FRED HAMBRIGHT, INC.	11/1/1994	267-309	Barber	KS	33	33S	13W			Township 33 South-Range 13 West Section 28: SE/4 Section 33: N/2 SE/4
K-6208a (HBP)	ELLIS "G" 1, 2, 3, 4 (LEASE 1)	ELLA E. ELLIS, A WIDOW, OLD COLONY TRUST COMPANY (TRUSTEES UNDER THE WILL OF EDWIN H. ELLIS FOR NELLIE CHENEY; A WIDOW AND HENRY ELLIS, A SINGLE MAN); ALBERT W. FINLEY AND ETHEL E. MACKIERNAN (TRUSTEES UNDER PAR .5 OF THE WILL OF THE WILL OF GEORGE H.	D.S. SHAW	3/5/1947	45-325	Barber	KS	13	33S	14W			Township 33 South-Range 14 West Section 13: S/2 SW/4 Section 24: N/2 NW/4, SW/4 NW/4, W/2 SW/4, SE/4 SW/4 Section 26: All Section 27: E/2 E/2 Section 34: E/2 E/2 Section 35: W/2, NE/4
K-6208b (HBP)	ELLIS "G" 1, 2, 3, 4 (LEASE 2)	L.E. MCCLURE, TRUSTEE FOR THE UNBORN AND UNKNOWN HEIRS OF HERBERT DALE ELLIS, DECEASED, BEING THE UNBORN ISSUE OF THE CHILDREN OF HERBERT DALE ELLIS, DECEASED	D.S. SHAW	11/6/1947	47-239	Barber	KS	13	33S	14W			Township 33 South-Range 14 West Section 13: S/2 SW/4 Section 24: N/2 NW/4, SW/4 NW/4, W/2 SW/4, SE/4 SW/4 Section 26: All Section 27: E/2 E/2 Section 34: E/2 E/2 Section 35: W/2, NE/4
K-6208c (HBP)	ELLIS "G" 1, 2, 3, 4 (LEASE 3)	L.E. MCCLURE, THE DULY APPOINTED, QUALIFIED AND ACTING GUARDIAN OF THE ESTATE OF ROBERT LEROY HARDESTY & RALPH HENRY HARDESTY, MINORS. SAID GUARDIAN ACTING PURSUANT TO AN ORDER OF THE PROBATE COURT OF BARBER CO, KANSAS SAID ORDER DATED 11-7-47	D.S. SHAW	11/7/1947	47-277	Barber	KS	13	33S	14W			Township 33 South-Range 14 West Section 13: S/2 SW/4 Section 24: N/2 NW/4, SW/4 NW/4, W/2 SW/4, SE/4 SW/4 Section 26: All Section 27: E/2 E/2 Section 34: E/2 E/2 Section 35: W/2, NE/4
K-6223 (HBP)	GEORGE BAIER 1	GEORGE BAIER AND ELLA BAIER, HIS WIFE	F.W. KAMPF	11/25/1952	60-23	Barber	KS	23	33S	14W			Township 33 South-Range 14 West Section 23: SE/4 SE/4 Section 25: NW/4

EXHIBIT "A" - PART 1
(LEASES)

Contract File Number	Contract Alt. Number	Contract Lessor Name	Contract Original Lessee Name	Contract Date	Recording Information (Bk-Page)	County	State	Sec	Twn	Rng	SURVEY	BLK	Contract Legal Description
K-6208a (HBP)	ELLIS "G" 1, 2, 3, 4 (LEASE 1)	ELLA E. ELLIS, A WIDOW, OLD COLONY TRUST COMPANY (TRUSTEES UNDER THE WILL OF EDWIN H. ELLIS FOR NELLIE CHENEY; A WIDOW AND HENRY ELLIS, A SINGLE MAN); ALBERT W. FINLEY AND ETHEL E. MACKIERNAN (TRUSTEES UNDER PAR .5 OF THE WILL OF THE WILL OF GEORGE H.	D.S. SHAW	3/5/1947	45-325	Barber	KS	24	33S	14W			Township 33 South-Range 14 West Section 13: S/2 SW/4 Section 24: N/2 NW/4, SW/4 NW/4, W/2 SW/4, SE/4 SW/4 Section 26: All Section 27: E/2 E/2 Section 34: E/2 E/2 Section 35: W/2, NE/4
K-6208b (HBP)	ELLIS "G" 1, 2, 3, 4 (LEASE 2)	L.E. MCCLURE, TRUSTEE FOR THE UNBORN AND UNKNOWN HEIRS OF HERBERT DALE ELLIS, DECEASED, BEING THE UNBORN ISSUE OF THE CHILDREN OF HERBERT DALE ELLIS, DECEASED	D.S. SHAW	11/6/1947	47-239	Barber	KS	24	33S	14W			Township 33 South-Range 14 West Section 13: S/2 SW/4 Section 24: N/2 NW/4, SW/4 NW/4, W/2 SW/4, SE/4 SW/4 Section 26: All Section 27: E/2 E/2 Section 34: E/2 E/2 Section 35: W/2, NE/4
K-6208c (HBP)	ELLIS "G" 1, 2, 3, 4 (LEASE 3)	L.E. MCCLURE, THE DULY APPOINTED, QUALIFIED AND ACTING GUARDIAN OF THE ESTATE OF ROBERT LEROY HARDESTY & RALPH HENRY HARDESTY, MINORS. SAID GUARDIAN ACTING PURSUANT TO AN ORDER OF THE PROBATE COURT OF BARBER CO, KANSAS SAID ORDER DATED 11-7-47	D.S. SHAW	11/7/1947	47-277	Barber	KS	24	33S	14W			Township 33 South-Range 14 West Section 13: S/2 SW/4 Section 24: N/2 NW/4, SW/4 NW/4, W/2 SW/4, SE/4 SW/4 Section 26: All Section 27: E/2 E/2 Section 34: E/2 E/2 Section 35: W/2, NE/4
K-6223 (HBP)	GEORGE BAIER 1	GEORGE BAIER AND ELLA BAIER, HIS WIFE	F.W. KAMPF	11/25/1952	60-23	Barber	KS	25	33S	14W			Township 33 South-Range 14 West Section 23: SE/4 SE/4 Section 25: NW/4
K-6208a (HBP)	ELLIS "G" 1, 2, 3, 4 (LEASE 1)	ELLA E. ELLIS, A WIDOW, OLD COLONY TRUST COMPANY (TRUSTEES UNDER THE WILL OF EDWIN H. ELLIS FOR NELLIE CHENEY; A WIDOW AND HENRY ELLIS, A SINGLE MAN); ALBERT W. FINLEY AND ETHEL E. MACKIERNAN (TRUSTEES UNDER PAR .5 OF THE WILL OF THE WILL OF GEORGE H.	D.S. SHAW	3/5/1947	45-325	Barber	KS	26	33S	14W			Township 33 South-Range 14 West Section 13: S/2 SW/4 Section 24: N/2 NW/4, SW/4 NW/4, W/2 SW/4, SE/4 SW/4 Section 26: All Section 27: E/2 E/2 Section 34: E/2 E/2 Section 35: W/2, NE/4