

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

**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.*

Form T-1

April 2019

Form must be Typed
Form must be Signed
All blanks must be Filled

Check applicable boxes:

- ☐ Oil Lease: No. of Oil Wells _____ **
- ☐ Gas Lease: No. of Gas Wells _____ **
- ☐ Gas Gathering System: _____
- ☐ Saltwater Disposal Well - Permit No.: _____
- Spot Location: _____ feet from ☐ N / ☐ S Line
_____ feet from ☐ E / ☐ W Line
- ☐ Enhanced Recovery Project Permit No.: _____
- Entire Project: ☐ Yes ☐ No
- Number of Injection Wells _____ **

Field Name: _____

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

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

____ - ____ - ____ - ____ Sec. ____ Twp. ____ R. ____ ☐ E ☐ W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

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

_____ feet from ☐ N / ☐ S Line of Section

_____ feet from ☐ E / ☐ W Line of Section

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

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: _____. Recommended action: _____

Date: _____

Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit
permitted by No.: _____. Recommended action: _____

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

A separate sheet may be attached if necessary.

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

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2021

Form Must Be Typed

Form must be Signed

All blanks must be Filled

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: ☐ **C-1** (Intent) ☐ **CB-1** (Cathodic Protection Borehole Intent) ☐ **T-1** (Transfer) ☐ **CP-1** (Plugging Application)

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Well Location:

____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ ☐ East ☐ West

County: _____

Lease Name: _____ Well #: _____

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

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- ☐ I certify that, pursuant to the Kansas Surface Owner Notice Act (see Chapter 55 of the Kansas Statutes Annotated), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- ☐ I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: _____ Signature of Operator or Agent: _____ Title: _____

When Recorded Mail to:
Skycap Energy, LLC
720 NW 50th St., Ste. 200-B
Oklahoma City, OK 73118
Attention: Charles Paulson

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS §

COUNTY OF SEWARD §

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this “**Assignment**”), effective as of the Effective Time, is made and executed by and among **BRG Energy, Inc.**, a Delaware corporation and **BRG Petroleum LLC**, a limited liability company with an address of 7134 S. Yale Ave., Ste 600, Tulsa, Oklahoma 74136 (each, an “**Assignor**” and, collectively, the “**Assignors**”) and **Skycap Energy, LLC**, a limited liability company with an address of 720 NW 50th St., Ste. 200-B, Oklahoma City, Oklahoma 73118 (the “**Assignee**”). The Assignee and the Assignors may be referred to herein collectively as the “**Parties**”, or individually as a “**Party**”.

ARTICLE 1

ASSIGNMENT AND CONVEYANCE

Section 1.1 **Assignment and Conveyance.** Each Assignor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby, as of the Effective Time, GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER, unto Assignee and its successors and assigns, all of such Assignor’s right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, in and to the following, subject to the terms and reservations hereof and specifically LESS AND EXCEPT the Excluded Assets (collectively, the “**Properties**”):

(a) all oil and gas leases and oil, gas and mineral leases (and subleases, record title, operating rights, other leaseholds, working interests, net revenue interests, overriding royalty interests and similar interests in Hydrocarbons) owned by such Assignor and covering lands, or pooled or unitized with lands, , including, but not limited to, those described in Part I of Exhibit A-1, whether producing or non-producing, together with all amendments, renewals, extensions or ratifications thereof (collectively, the “**Real Property Interests**”);

(b) all oil and gas wells located on or within the geographical boundaries of the Lands whether producing, shut-in, plugged or abandoned, including those wells described in Part II of Exhibit A-1 (the “**Wells**”) and all tangible personal property, equipment, fixtures and improvements, including, but not by way of limitation, all injection wells, well heads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, water lines, vessels, tanks, boilers, separators, treating equipment, compressors, other equipment, automation systems including meters and related telemetry on wells, power lines, telephone and communication lines, and other appurtenances owned in connection with the production, treating, storing, transportation or marketing of Hydrocarbons from the Wells;

(c) all presently existing unitization, pooling and/or communitization agreements, declarations or designations and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, insofar as the same are attributable or allocated to the Real Property Interests and/or Wells, and all of such Assignor’s interest in and to the properties covered or units created thereby which are attributable to the Real Property Interests and/or Wells;

(d) all contracts, agreements, or other legally binding arrangements presently existing to which the Assignors are a party or are bound to the extent covering, attributable to or relating to any of the Properties and (in each case) that will be binding on the Assignee after the Closing, including, without limitation: operating agreements, crude oil, condensate, and natural gas purchase and sale agreements, gathering agreements, transportation agreements, marketing, disposal or injection agreements, farmout and farmin agreements, unitization, pooling and communitization agreements, exploration agreements, area of mutual interest agreements, exchange and processing contracts and

agreements, partnership and joint venture agreements, confidentiality agreements, and any other similar contracts, agreements and instruments (collectively, the “**Contracts**”); *provided* that “Contracts” shall exclude (i) any master service agreements, (ii) any contracts, agreements and instruments to the extent transfer is (A) restricted by their respective terms or third-party agreement and the necessary consents to transfer are not obtained pursuant to Section 2.4 of the Purchase and Sale Agreement, or (B) subject to payment of a fee or other consideration under any license agreement or other agreement with a Person other than an Affiliate of the Assignors, and for which no consent to transfer has been received or for which the Assignee has not agreed in writing to pay the fee or other consideration, as applicable, (iii) the rights and obligations in and to any contracts listed on Exhibit C of the Purchase and Sale Agreement and (iv) the instruments constituting the Real Property Interests and the assignments or conveyances in the Assignors’ chain of title to the Real Property Interests;

(e) all Hydrocarbons in, on, under or produced from the Real Property Interests or Wells or any interests pooled or unitized therewith from and after the Effective Time and the proceeds therefrom;

(f) to the extent (i) relating to the Properties and owned by the Assignors and their Affiliates, (ii) transferrable without payment of a fee or other additional consideration (or, to the extent that the Assignee agrees in writing to pay such fee or other additional consideration) if such additional consideration is required, (iii) a change in ownership or transfer is not prohibited by an agreement with a Third Party or applicable Law, or for which consent to such change in ownership or transfer has been received; *provided, however*, that the Assignors shall use commercially reasonable efforts to obtain such consent (provided further that “commercially reasonable efforts” shall not require the Assignors to incur any liability, costs or expenses that the Assignee does not agree in writing to pay) and (iv) not subject to a confidentiality arrangement prohibiting disclosure to the Assignee; *provided, however*, that Assignors shall use commercially reasonable efforts to obtain a waiver of such confidentiality arrangement (provided further that “commercially reasonable efforts” shall not require the Assignors to incur any liability, costs or expenses that the Assignee does not agree in writing to pay):

(i) easements, surface leases, subsurface leases, permits, licenses, servitudes, rights-of-way and all other rights and appurtenances situated on or used in connection with the operation of the Properties, including those described on Part III of Exhibit A-1 (“**Easements**”);

(ii) the original (or electronic paper copies where originals do not exist) title-related files, records and data (including electronic data) including title-related orders, contracts, opinions and lease and land files, well files, abstracts of title, leases, division of interest statements, maps, and similar title information, engineering and/or production files, regulatory filings, and environmental, legal and accounting records, in each case, to the extent related to the Real Property Interests, Wells, Contracts, Easements, and Assumed Obligations; *provided, however*, that the Assignors may retain the originals of such records as the Assignors have reasonably determined may be required for litigation, Tax,

accounting and auditing purposes (in which case the Assignors shall provide the Assignee with copies of such records) (“**Records**”);

(g) all rights, benefits and obligations arising from or in connection with any Gas Imbalances as of the Effective Time;

(h) to the extent the same are assignable or transferable, and further to the extent the same are related to the Real Property Interests and Wells, all of such Assignor’s interests in and to all orders, contracts, title opinions and documents, abstracts of title, leases, division of interest statements, participation agreements, and all other agreements and instruments, easements, rights-of-way, licenses, authorizations, permits and similar rights and interests, subject to the rights of Third Parties;

(i) all vehicles, including but not limited to, back hoes, trailers and other construction equipment used in connection with the Properties;

(j) the gathering lines, pipelines, transmission lines, flow lines, gas lines, gas processing and gathering line compression facilities, tubing, rolling stock, pumps, motors, gauges, valves and other systems, machinery and equipment constituting part of or comprising gas gathering systems or gathering assets, including those assets described on Exhibit A-2;

(k) all salt water disposal wells, systems and related equipment and clean water wells, systems and equipment; and

(l) the drilling rigs and related equipment, work over rigs and related equipment, tools and other equipment brought onto a well site temporarily for purposes of drilling, reworking or maintaining a well as specifically set forth in the Purchase and Sale Agreement;

TO HAVE AND TO HOLD to Assignee, its successors and assigns, forever, subject to (i) all valid and existing matters of public record affecting the Properties or any of them, (ii) the terms and provisions of the Real Property Interests, Contracts and Easements, (iii) the Permitted Encumbrances and (iv) the other terms and provisions hereof and of the Purchase and Sale Agreement referred to below.

Section 1.2 **Special Warranty**. This Assignment is made, executed and delivered without any covenant or warranty of title, either express, implied or statutory, even as to a return of the purchase price, except that each Assignor specially warrants title to the Wells unto the Assignee and its successors and assigns against every Person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under such Assignor, but not otherwise, subject, however, to the Permitted Encumbrances. All claims in respect of the special warranty are subject to the survival period set forth in Section 13.3 of the Purchase and Sale Agreement.

Section 1.3 **Subrogation**. To the extent permitted by Law, Assignee will be subrogated to Assignors’ rights in and to representations, warranties and covenants given with respect to the applicable Property. Each Assignor hereby grants and transfers to Assignee, to the extent so transferable and permitted by Law, the benefit of and the right to enforce the covenants, representations, and warranties, if any, which such Assignor is entitled to enforce with respect to the Properties.

Section 1.4 **Assumption**. Without limiting Assignee’s rights to indemnity under the Purchase and Sale Agreement or under the special warranty in Section 1.2 hereof, effective as of the Effective Time, Assignee hereby assumes all of the Assumed Obligations.

Section 1.5 **Exclusions and Reservations**. Notwithstanding any other provision of this Assignment to the contrary, the Properties shall not include and the Assignor hereby RESERVES,

EXCEPTS and EXCLUDES from this Assignment the following assets (collectively the “**Excluded Assets**”):

(a) any contracts, books, records, files, maps, information, data, software, permits, licenses (including radio licenses), or similar information (or copies thereof): (A) (i) whose change in ownership or transfer is prohibited by an agreement with a Third Party or by applicable Law, and for which no consent to such change in ownership or transfer has been received; *provided, however*, that Assignors shall use commercially reasonable efforts to obtain such consents (*provided further* that “commercially reasonable efforts” shall not require Assignors to incur any liability, costs or expenses that Assignee does not agree in writing to pay), (ii) that cannot be disclosed to Assignee as a result of confidentiality arrangements; *provided, however*, that Assignors shall use commercially reasonable efforts to obtain waivers to such confidentiality arrangements (*provided further* that “commercially reasonable efforts” shall not require Assignors to incur any liability, costs or expenses that Assignee does not agree in writing to pay), or (iii) whose change in ownership or transfer is subject to payment of a fee or other consideration by an agreement with a Third Party or by applicable Law (which Assignee has not agreed in writing to pay or exchange to or with such Third Party); (b) any contracts, books, records, files, maps, information, data, software, licenses (including radio licenses), or similar information (or copies thereof) not relating to the Properties; (c) any records or information relating to the offer, negotiation or sale of the Properties, including bids received from and records of negotiations with Assignee or Third Parties; (d) any original or copied records, information, data, software and licenses permitted to be retained by Assignors pursuant to the terms of the Purchase and Sale Agreement; (e) any of the Assignors’ (or their Affiliates’) reserve, engineering, economic or marketing evaluations or interpretations, interpretive maps, or correspondence related thereto; (v) master service contracts, software or licenses used for both the Properties and other assets of Assignors (or their Affiliates); (g) subject to the other exclusions set forth in this definition of Excluded Assets, all corporate, limited liability company, partnership or financial, tax and legal records of Assignors relating to each Assignor’s business generally (other than title records, records related to Asset Taxes or except for copies of records subject to this clause (g) to the extent substantially related to any of the Assumed Obligations and not otherwise excluded by clauses (a), (e), (i), (j), (k) or (l) hereof); (h) Assignors’ area-wide bonds, permits and licenses or other permits, licenses or authorizations used in the conduct of Assignors’ business generally; (i) any environmental studies, evaluations, reports or interpretations thereof, which were generated solely for the Assignors’ (or their Affiliates’) internal use; (j) all “virtual courthouses” or physical or virtual “data rooms” of Assignors, each Assignor’s exclusive use arrangements with title abstract facilities, all legal records and files of Assignors constituting work product of, and attorney-client communications with, Assignors’ legal counsel including documents and instruments of Assignors that may be protected by an attorney-client privilege (excluding the title documents); (k) all of Assignors’ (and their Affiliates’) proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (l) any contracts, books, records, files, maps, information, data, software, permits, or licenses (including radio licenses), or similar information (or copies thereof), to the extent relating to any of the Excluded Assets; and (m) all geological and geophysical data, including the Sellers’ interpretation of any geological and geophysical data;

(b) any existing or future refund of costs, Taxes or expenses borne by the Assignors, their Affiliates or each of their respective predecessors in title attributable to the period prior to the Effective Time;

(c) any and all proceeds from production and from the settlements of contract disputes with purchasers of Hydrocarbons or byproducts from the Real Property Interests, including, without limitation, settlement of take-or-pay disputes, insofar as said proceeds are attributable to periods of time prior to the Effective Time;

(d) all rights of the Assignors under Contracts and attributable to periods before the Effective Time insofar as such rights relate to the Assignors' indemnity obligations or other Liabilities of the Assignors retained under the Purchase and Sale Agreement;

(e) all rights and interests of any Assignor (i) under any policy or agreement of insurance or indemnity (including, without limitation, any rights, claims or causes of action of such Assignor against Third Parties under any influence or hold harmless agreements and any indemnities received in connection with such Assignor's prior acquisition of any of the Properties, (ii) under any bond, letter of credit or guarantee, except to the extent such rights and claims arise from obligations or Liabilities assumed by the Assignee under the Purchase and Sale Agreement or (iii) relating to existing claims and causes of action that may be asserted against a Third Party, except to the extent such rights and claims arise from obligations or Liabilities assumed by Assignee under the Purchase and Sale Agreement;

(f) all Hydrocarbons produced from the Properties with respect to all periods prior to the Effective Time and all proceeds from the disposition thereof other than inventory for which an adjustment is made to the Purchase Price under Section 2.6(a) of the Purchase and Sale Agreement;

(g) all audit rights (including rights to receive costs and revenues in connection therewith, in each case to the extent the Assignors are responsible for such costs under the Purchase and Sale Agreement) arising under any of the Contracts or otherwise with respect to the Properties for any period prior to the Effective Time or to any of the Excluded Assets, except for any Gas Imbalances;

(h) all trade credits, account receivables, note receivables, take-or-pay amounts receivable and other receivables attributable to the Properties (other than inventory for which an adjustment is made under Section 2.6(a) of the Purchase and Sale Agreement) with respect to any period of time prior to the Effective Time;

(i) all (i) desktop computers, laptop computers and tablets (ii) external hard drives, (iii) software licenses, (iv) email, (v) servers, and (vi) all artwork and personal effects whether located on or among the Properties;

(j) all claims of the Assignors or any of their Affiliates for refunds of or loss carry forwards with respect to (i) any Asset Taxes allocated to an Assignor pursuant to Section 5.6 of the Purchase and Sale Agreement, (ii) income or franchise Taxes or (iii) any Taxes attributable to the Excluded Assets;

(k) any other right or interest of an Assignor, including claims against Third Parties, to the extent related to the ownership of the Properties prior to the Effective Time;

(l) all vehicles not used in connection with the operation of the Properties;

(m) except as specifically set forth in the Purchase and Sale Agreement, all drilling rigs and related equipment, work over rigs and related equipment, tools and other equipment brought onto a well site temporarily for purposes of drilling, reworking or maintaining a well;

(n) it is the intent of Seller to exclude all other assets not expressly set forth on Exhibit A-1 and A-2.

Section 1.6 **Subject to Agreements.** This Assignment is expressly made subject to that certain Purchase and Sale Agreement dated as of February 17, 2026 among the Assignors and the Assignee (the "**Purchase and Sale Agreement**"), the terms of which shall survive the delivery of this Assignment as provided therein. In the event of a conflict between this Assignment and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control to the extent of such

conflict; *provided, however*, that Third Parties may conclusively rely on this Assignment to vest title to the Properties in Assignee. By executing, delivering and accepting this Assignment, Assignors and Assignee do not intend to cause a merger of the terms of the Purchase and Sale Agreement into this Assignment and all covenants, indemnities and other terms and provisions set forth in the Purchase and Sale Agreement shall remain in full force and effect on and after the date hereof to the extent set forth in the Purchase and Sale Agreement. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Sale Agreement.

ARTICLE 2

MISCELLANEOUS PROVISIONS

Section 2.1 Disclaimers.

(a) EXCEPT FOR THE EXPRESS AND SPECIFIC REPRESENTATIONS AND WARRANTIES OF THE ASSIGNORS IN ARTICLE 3 OF THE PURCHASE AND SALE AGREEMENT AND THE SPECIAL WARRANTY IN SECTION 1.2 HEREOF, THE ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNORS HAVE NOT MADE, AND EACH ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY OTHER REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE), AND THE ASSIGNEE HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON AND EXPRESSLY WAIVES, ANY SUCH OTHER REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE), OR ANY STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO THE ASSIGNEE OR ANY OF ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EQUITY OWNERS, CONSULTANTS, REPRESENTATIVES OR ADVISORS (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO THE ASSIGNEE BY ANY EMPLOYEE, AGENT, OFFICER, DIRECTOR, MEMBER, MANAGER, EQUITY OWNER, CONSULTANT, REPRESENTATIVE OR ADVISOR OF AN ASSIGNOR OR ANY OF ITS AFFILIATES).

(b) FURTHER, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE) AS TO (A) TITLE OF THE PROPERTIES, (B) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, GAS BALANCING INFORMATION, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE PROPERTIES OR SUCH ASSIGNOR'S INTEREST THEREIN, (C) THE CONTENTS, CHARACTER, NATURE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY RECORDS, INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO THE ASSIGNEE BY OR ON BEHALF OF SUCH ASSIGNOR, INCLUDING (I) ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE PROPERTIES, (II) ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY THIRD PARTIES, AND (III) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO THE ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EQUITY OWNERS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AND SALE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, (D) THE ENVIRONMENTAL OR OTHER CONDITION OF

THE PROPERTIES, AND (E) ANY ESTIMATES OF THE VALUE OF THE PROPERTIES OR FUTURE REVENUES GENERATED BY THE PROPERTIES.

(c) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF THE ASSIGNORS IN ARTICLE 3 OF THE PURCHASE AND SALE AGREEMENT AND THE SPECIAL WARRANTY IN SECTION 1.2 HEREOF, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND THE ASSIGNEE HEREBY WAIVES, AS TO PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES CONSTITUTING A PART OF THE PROPERTIES (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (D) ANY RIGHTS OF THE ASSIGNEE UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (E) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (F) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, AND (G) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF SUBSTANCES, WASTES OR MATERIALS INTO THE ENVIRONMENT, OR PROTECTION OF THE ENVIRONMENT OR HEALTH, IT BEING THE EXPRESS INTENTION OF THE ASSIGNEE AND EACH ASSIGNOR THAT THE PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES IN WHICH SUCH ASSIGNOR HAS ANY INTEREST ARE BEING ACCEPTED BY THE ASSIGNEE, "AS IS, WHERE IS, WITH ALL FAULTS" AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR, AND THE ASSIGNEE REPRESENTS TO EACH ASSIGNOR THAT THE ASSIGNEE WILL MAKE OR CAUSE TO BE MADE SUCH INSPECTIONS WITH RESPECT TO SUCH PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND OTHER PROPERTIES AS THE ASSIGNEE DEEMS APPROPRIATE.

(d) THE ASSIGNORS AND THE ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION 2.11 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY LAW, RULE OR ORDER.

(e) THE ASSIGNEE ACKNOWLEDGES AND AGREES THAT THE PROPERTIES HAVE BEEN USED FOR EXPLORATION, DEVELOPMENT, AND PRODUCTION OF OIL AND GAS AND THAT EQUIPMENT AND SITES INCLUDED IN THE PROPERTIES MAY CONTAIN ASBESTOS, NATURALLY OCCURRING RADIOACTIVE MATERIAL ("**NORM**") OR OTHER HAZARDOUS SUBSTANCES. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS, AND EQUIPMENT AS SCALE, OR IN OTHER FORMS. THE WELLS, MATERIALS, AND EQUIPMENT LOCATED ON THE PROPERTIES OR INCLUDED IN THE PROPERTIES MAY CONTAIN NORM AND OTHER WASTES OR HAZARDOUS SUBSTANCES. NORM CONTAINING MATERIAL AND/OR OTHER WASTES OR HAZARDOUS SUBSTANCES MAY HAVE COME IN CONTACT WITH VARIOUS ENVIRONMENTAL MEDIA, INCLUDING, WITHOUT LIMITATION, AIR, WATER, SOILS OR SEDIMENT. SPECIAL PROCEDURES MAY BE REQUIRED FOR THE ASSESSMENT, REMEDIATION, REMOVAL, TRANSPORTATION, OR DISPOSAL OF ENVIRONMENTAL MEDIA, WASTES, ASBESTOS, NORM AND OTHER HAZARDOUS SUBSTANCES FROM THE PROPERTIES.

Section 2.2 **Cooperation.** Assignor and Assignee each agrees to execute and deliver, or cause to be executed and delivered, such documents and do, or cause to be done, such other acts and things as might reasonably be requested by any Party to this Assignment to assure that the benefits of this Assignment are realized by the Parties.

Section 2.3 **Other Forms.** Separate governmental form assignments of the Properties may be executed on officially approved forms by Assignors and Assignee, in sufficient counterparts to satisfy statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms hereof. The interests conveyed by such separate assignments are the same as, and not in addition to, the Properties conveyed herein.

Section 2.4 **Exhibits.** All Exhibits and Schedules that are referred to herein are hereby made part of this Assignment and incorporated herein by such reference. References in such Exhibits and Schedules to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such Exhibits and Schedules are to the appropriate records of the counties in which the Properties are located. References in this Assignment to articles, sections, Exhibits and Schedules are to articles, sections, Exhibits and Schedules of this Assignment unless otherwise specified.

Section 2.5 **Choice of Law; Venue.** This Assignment will be interpreted, construed and enforced in accordance with the Laws of the State of Oklahoma, without giving effect to any rules or principles of conflicts of Law that might otherwise refer to the Laws of another jurisdiction. The venue for any action brought under this Assignment shall be Tulsa County, Oklahoma.

Section 2.6 **Jurisdiction.** Each Party consents to personal jurisdiction in any action brought in the United States federal courts located within Tulsa, Oklahoma (or, if jurisdiction is not available in the United States federal courts, to personal jurisdiction in any action brought in the state courts located in Tulsa, Oklahoma) with respect to any dispute, claim or controversy arising out of or in relation to or in connection with this Assignment, and each of the Parties agrees that any action instituted by it against the other with respect to any such dispute, controversy or claim will be instituted exclusively in the United States federal courts located within Tulsa, Oklahoma (or, if jurisdiction is not available in the United States federal courts, to personal jurisdiction in any action brought in the state courts located in Tulsa, Oklahoma).

Section 2.7 **WAIVER OF JURY TRIAL, SPECIAL DAMAGES, ETC. EACH OF THE ASSIGNEE AND THE ASSIGNORS HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY (A) WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT, THE PURCHASE AND SALE AGREEMENT, OR ANY TRANSACTION CONTEMPLATED HEREBY OR ASSOCIATED HERewith, (B) WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION OR ARBITRATION ANY "SPECIAL DAMAGES," AS DEFINED BELOW, EXCEPT TO THE EXTENT AN INDEMNIFIED PARTY IS REQUIRED TO PAY "SPECIAL DAMAGES," AS DEFINED BELOW TO A THIRD PARTY THAT IS NOT AN INDEMNIFIED PARTY (C) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR COUNSEL FOR EITHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (D) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 2.77, IN EACH CASE IT BEING THE EXPRESS INTENT, UNDERSTANDING, AND AGREEMENT OF THE PARTIES THAT SUCH WAIVERS ARE TO BE GIVEN THE FULLEST EFFECT, NOTWITHSTANDING THE**

NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY OR OTHER LEGAL FAULT OF ANY PARTY. AS USED IN THIS SECTION, "SPECIAL DAMAGES" INCLUDES ALL SPECIAL, CONSEQUENTIAL, EXEMPLARY AND PUNITIVE DAMAGES (REGARDLESS OF HOW NAMED), BUT DOES NOT INCLUDE ANY PAYMENTS OR FUNDS WHICH EITHER PARTY HERETO HAS EXPRESSLY PROMISED TO PAY OR DELIVER TO THE OTHER PARTY HERETO OR ANY CLAIMS OF ANY PERSON FOR WHICH ONE PARTY HAS AGREED TO PROVIDE INDEMNIFICATION UNDER THE PURCHASE AND SALE AGREEMENT.

Section 2.8 **Counterparts; Facsimiles; Electronic Transmission**. This Assignment may be executed in multiple counterparts, except that, to facilitate recordation, certain counterparts hereof may include only that portion of the Exhibits which contain descriptions of the Properties located in (or otherwise subject to the recording or filing requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of the Exhibits shall be included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Assignment containing the entire Exhibits have been retained by Assignors and Assignee.

Section 2.9 **Successors and Assigns**. This Assignment and its covenants shall inure to the benefit of, and be binding upon the successors and assigns of Assignors and Assignee. Assignee shall be and is hereby subrogated to all covenants, warranties, and indemnities by parties heretofore given or made to any Assignor or its predecessors in title in respect of any of the Properties.

Section 2.10 **Captions**. The headings in this Assignment are for the convenience of reference only and shall not be deemed to alter or affect any provision hereof.

Section 2.11 **Severability**. If any clause or provision of this Assignment is illegal, invalid or unenforceable under any present or future law, the remainder of this Assignment will not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provisions as is possible to make such provision legal, valid and enforceable.

Section 2.12 **Effective Time**. This Assignment shall be effective as of 7:00 a.m. Central Time, March 1, 2026.

Section 2.13 **No Third Party Beneficiaries**. The provisions of this Assignment are for the exclusive benefit of the parties hereto and their respective successors and assigns. Except for the foregoing, this Assignment is not intended to benefit or create rights in any other Person.

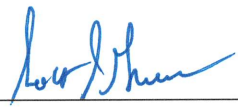
Section 2.14 **Assignors**. It is hereby understood and agreed that one or more of the Assignors may not own an interest in all leases set forth on Exhibit "A". Each of the Assignors herein have executed this Assignment with the intent of conveying their interest in any described lease and well in which such Assignor owns a record title interest (subject to the terms and exclusions stated herein).

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date set forth in the notaries' acknowledgments affixed hereto, but effective for all purposes as of the Effective Time.

“ASSIGNOR”

BRG Energy, Inc.
a Delaware corporation

By: 
Name: Scott S. Gruns
Title: Vice President - Production

ACKNOWLEDGEMENT

STATE OF OKLAHOMA §
 §
COUNTY OF TULSA §

This instrument was acknowledged before me on the 31 day of March 2026, by Scott S. Gruns as Vice President – Production of **BRG Energy, Inc.**, a Delaware corporation, on behalf of said corporation.


Notary Public, State of Oklahoma

(Seal)



Commission Expiration: 11/21/2029

Commission No.: 13010754

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date set forth in the notaries' acknowledgments affixed hereto, but effective for all purposes as of the Effective Time.

“ASSIGNOR”

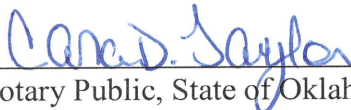
BRG Petroleum LLC
an Oklahoma limited liability company

By: 
Name: Scott S. Gruns
Title: Vice President - Production

ACKNOWLEDGEMENT

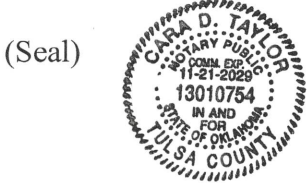
STATE OF OKLAHOMA §
 §
COUNTY OF TULSA §

This instrument was acknowledged before me on the 31 day of March, 2026, by Scott S. Gruns as Vice President - Production of **BRG Petroleum LLC**, an Oklahoma limited liability company, on behalf of said company.


Notary Public, State of Oklahoma

Commission Expiration: 11/21/2029

Commission No.: 13010754



IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date set forth in the notaries' acknowledgments affixed hereto, but effective for all purposes as of the Effective Time.

“ASSIGNEE”

SKYCAP ENERGY, LLC

By: Charles A. Paulson
Name: Charles A. Paulson
Title: President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 31 day of March, 2026, by Charles A. Paulson – President of **Skycap Energy, LLC** on behalf of said company.

(Seal)



Cara D. Taylor
Notary Public, State of Oklahoma
Commission Expiration: 11/21/2026
Commission No.: 13010754

Exhibit A-1
Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance between
BRG Energy, Inc. et al ("Assignors") and Skycap Energy, LLC ("Assignee") effective March 1, 2026

Part I - Real Property

BRGLease	Lessor	Lessee	LeaseDate	County	State	Vol	Page	Description
KS4-0001	HUGH R DOUGLAS, TSTEE OF HUGH R DOUGLAS FAMILY TRUST DTD 5/8/1996	BRG PETROLEUM LLC	9/17/2007	SEWARD	KS	607	405	SE/4 OF SECTION 11-32S-32W
KS4-0002	R. KENT FINCHAM (A.K.A. ROBERT KENT FINCHAM) AND PAMELA J. FINCHAM	HAWTHORNE ENERGY COMPANY	3/30/2006	SEWARD	KS	591	621	NE/4 OF SECTION 11-32S-32W

Exhibit A-1

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance between
BRG Energy, Inc. et al ("Assignors") and Skycap Energy, LLC ("Assignee") effective March 1, 2026

Part II - Wells

Well Number	Well Name	API	Operator	County	State	Location
41910	DOUGLAS #1-11	1517521406	BRG Petroleum LLC	SEWARD	KS	NW/4 SE/4 Sec.11-32S-32W
54826	LIGHT #1 & #3	1517520321	QUINQUE OPERATING CO	SEWARD	KS	Sec. 10-35S-32W

Exhibit A-1
Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance between
BRG Energy, Inc. et al ("Assignors") and Skycap Energy, LLC ("Assignee") effective March 1, 2026

Part III - Easements

Contract Num	Contract	Grantor	Grantee	Contr Date	County	State	Book	Page
RW4-0002	PIPELINE RIGHT OF WAY AND EASEMENT	BRUCE A. ROEHR	BRG PETROLEUM LLC	9/25/2008	SEWARD	KS	618	184
RW4-0003	PIPELINE RIGHT OF WAY AND EASEMENT	MARGRET B. IRONS	BRG PETROLEUM LLC	10/29/2008	SEWARD	KS	617	1006

Exhibit A-2
Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance between
BRG Energy, Inc. et al ("Assignors") and Skycap Energy, LLC ("Assignee") effective March 1, 2026

Pipeline Assets

WellNum	WellName	WellStatus	County	State	Active	PLType	PLFluid	ApprxLength(FT)
41910	DOUGLAS #1-11	ACT	SEWARD	KS	Y	3" poly SDR11	GAS	9,500



SKYCAP ENERGY LLC

720 NW 50TH ST. STE 200B
Oklahoma City, OK 73118
(405)-826-1735

March 31, 2026

Kansas Corporation Commission
T-1 Department
1500 SW Arrowhead Road
Topeka, KS 66604

Subject: T-1 – DOUGLAS #1-11 – API # 15-175-21406-0001

Dear KCC Staff Member,

BRG Petroleum LLC (34053) is divesting of the Douglas #1-11 (API # 15-175-21406-0001) to SkyCap Energy LLC effective March 1, 2026. A copy of the executed Assignment and Bill of Sale was attached with the T-1 submittal.

The T-1 is transferring the well from BRG Petroleum (34053) to Three R Energy (36286) which will be contract operating for SkyCap Energy LLC going forward.

If you need any additional information, please contact me at 405-826-1735 or charlie@skycapenergy.com.

Thanks,

A handwritten signature in black ink, appearing to read "Charlie Paulson".

Charlie Paulson
President