

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 _____ **
- 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.: _____ .

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

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: _____

WITNESSETH:

1. Assignor, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER to Assignees in the manner described in **Section 2**, all of Assignor's right, title, interest and estate, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, in and to the following, but excluding the Excluded Assets (subject to such exclusions, the "**Assets**"):

(a) All oil and gas leases, subleases and other leaseholds; fee mineral interests; net profits interests; royalty interests; overriding royalty interests; payments out of production; contractual rights to produce; carried interests; farmout rights; options; and other properties and interests within the Designated Area, including those leases and other interests described on **Exhibit A**, subject to any reservations or depth restrictions expressly described on **Exhibit A**, and all oil and gas leases, subleases and other leaseholds; fee mineral interests; net profits interests; royalty interests; overriding royalty interests; payments out of production; contractual rights to produce; carried interests; farmout rights; options; and other properties and interests not identified in **Exhibit A** insofar and only insofar as included in any Units or attributable to the Wells; and, with respect to Scout Energy Management LLC, all fee mineral interests described on **Exhibit A** or otherwise covered by oil and gas leases, subleases and other leaseholds within the Designated Area (collectively, the "**Leases**"), together with each and every kind and character of right, title, claim and interest that Assignor has in and to the lands covered by the Leases, to the extent limited by the reservations and restrictions expressly set forth on **Exhibit A** (the "**Lands**");

(b) The oil, gas, water, disposal, injection, CO₂, monitoring, and other wells located within the Designated Area, including those shown on **Exhibit A-1** (even if not located on the Leases, Lands or Units), whether producing, shut-in, abandoned or temporarily abandoned (collectively, the "**Wells**");

(c) The plants and compressor stations used for the processing or compression of gas and/or the collection or separation of natural gas liquids, CO₂, helium or other substances produced with gas located within the Designated Area, including those shown on **Exhibit A-2** (even if not located on the Leases, Lands or Units) (collectively, the "**Plants**");

(d) All pooled or unitized acreage (including valid forced pooling arrangements) wherein the Leases are pooled, unitized or communitized, including those identified on **Exhibit A-1** (the "**Units**"; the Units, together with the Leases, Lands, Wells, the Pipelines and the Plants are referred to in this Agreement as the "**Properties**"), and including all of Assignor's interest derived from the Leases in production of Hydrocarbons from any such Unit, whether such Unit production of Hydrocarbons comes from Wells located on or off of a Lease;

(e) All contracts, agreements and instruments by which the Properties, Easements, Equipment, Personal Property or Post-Effective Time Hydrocarbons are bound, or that relate to or are otherwise applicable to the Properties, INsofar AND ONLY INsofar as such contracts are valid and existing and to the extent applicable to the Properties, Easements, Equipment, Personal Property or Post-Effective Time Hydrocarbons, including operating agreements, unitization, pooling and communitization agreements, declarations and orders, purchase and sale agreements, joint venture agreements, acreage contribution or trade agreements, farmin and farmout agreements, exploration agreements, participation agreements, exchange agreements, transportation, treatment or gathering agreements, saltwater disposal agreements, water sourcing, transportation, treatment or recycling agreements, production dedications, hydrocarbon storage agreements, agreements for the sale and purchase of oil, gas, casinghead gas, marketing agreements, balancing agreements, service agreements, facilities or equipment leases, or processing agreements to the extent applicable to, covering or otherwise affecting any or all of the Properties or the Hydrocarbons produced from the Properties, including those identified on Schedule 5.9(a) of the Purchase and Sale Agreement, but excluding (i) any contract, agreement and instrument to the extent constituting a Retained Asset (until a Delayed Closing for such Retained Asset) or a Permanently Retained Asset pursuant to the Purchase and Sale Agreement, (ii) master services agreements, (iii) any instruments constituting the Leases or Easements, (iv) Debt Contracts, (v) to the extent not binding on Assignees after Closing, any non-disclosure agreements, bids or other documents related to Assignor's process to market the Assets for sale, and (vi) Hedge Contracts (subject to such exclusions, the "**Contracts**");

(f) (i) All easements, permits, licenses, servitudes, rights-of-way, surface fee, surface leases and other surface rights located within the Designated Area and used or held for use by Assignor or its Affiliates in connection with the ownership or operation of the Properties, including those shown on **Exhibit A-3**, but excluding any permits and other aforementioned rights to the extent constituting a Retained Asset (until a Delayed Closing for such Retained Asset) or a Permanently Retained Asset pursuant to the Purchase and Sale Agreement (subject to such exclusions, the "**Easements**") and (ii) the FCC Licenses held by Seller or any of its Affiliates in connection with operations on the Assets and set forth on **Exhibit A-5** (the "**Assigned FCC Licenses**");

(g) (i) All equipment, machinery, fixtures, tools, compressors, meters, tanks, pumps, platforms, pulling machines, boilers, buildings, salt water disposal facilities, pipelines, pipes, water storage, transportation, treatment or recycling facilities, utility lines, computer and automation equipment, telecommunications equipment, field radio telemetry and associated frequencies and licenses, pressure transmitters, central processing equipment, improvements, facilities and other tangible personal property and improvements located within the Designated Area on the Execution Date or otherwise solely used or held for use in connection with the ownership or operation of the Properties (collectively, the "**Equipment**"), and (ii) all field offices and pipe yards located within the

Designated Area, including those identified on **Exhibit A-4** (collectively, the “**Field Offices and Pipe Yards**”);

(h) All gas, water and Hydrocarbon flow lines, pipelines, gathering systems and appurtenances thereto located within the Designated Area, including those gathering systems specifically identified on **Exhibit A-2** (the “**Pipelines**” and, together with the Equipment, Wells and Vehicles, the “**Personal Property**”);

(i) All Hydrocarbons produced from or attributable to the Properties from and after the Effective Time (“**Post-Effective Time Hydrocarbons**”), including merchantable Hydrocarbons stored in tanks (above the inlet flange) and pipelines attributable to the ownership and operation of the Assets that belong to Assignor as of the Effective Time;

(j) All Imbalances and, subject to the provisions of Section 2.2(b)(iv) and Section 7.15 of the Purchase and Sale Agreement, all Suspense Funds;

(k) All Included Geologic Data;

(l) Those vehicles located within the Designated Area on the Execution Date or otherwise solely used or held for use in connection with the ownership or operation of the Properties, whether owned or, to the extent assignable at no cost to Seller or its Affiliate (unless Buyer agrees in writing to pay such cost), leased, including those listed on Schedule 1.2(l) of the Purchase and Sale Agreement (the “**Vehicles**”);

(m) Electronic copies (or originals, if available) of all books, records (including Asset Tax and accounting records), data, files and records, including lease files, land files, well files, gas and oil sales contract files, gas processing files, division order files (including but not limited to joint interest statements and revenue statements pertaining to Wells not operated by Assignor or its Affiliates), files and information relating to Suspense Funds for which a downward adjustment is made to the Purchase Price, abstracts, title opinions, land surveys, logs, Third Party reports obtained to evaluate cores and materials, and maps, and cores and physical samples of materials from Wells or tests (provided that Assignor shall retain possession, custody, and control of such cores and samples), in each case to the extent related to the Assets in the balance of this **Section 1** and within Assignor’s or its Affiliates’ custody or control, but excluding (i) any records to the extent disclosure or transfer would result in a violation of applicable Law or is restricted by any Transfer Requirement that is not satisfied pursuant to Section 7.7 of the Purchase and Sale Agreement, provided in each case that Assignor shall use commercially reasonable efforts (but not including an obligation to expend funds related thereto) to obtain waivers thereof, (ii) computer or communications software or intellectual property (including tapes, codes, data and program documentation and all tangible manifestations and technical information relating thereto), (iii) attorney-client privileged communications and work product of Assignor’s or any of its Affiliates’ legal counsel (other than title opinions or memoranda), (iv) reserve studies and evaluations, (v) records relating to the negotiation and consummation of the sale of the Assets, (vi) Excluded Geologic Data, (vii) emails,

Microsoft Teams messages, and any other forms of electronic communication, in each case, except to the extent that an item otherwise included in the Records is only available as an attachment to such email or electronic correspondence, (viii) records or files that cannot, with commercially reasonable efforts, be segregated from the records and files of the retained businesses of Assignor or its Affiliates (only if such records are not reasonably necessary for the ownership, operation, management, or administration of the Assets), and (ix) Assignor's and its Affiliates' working files and other internal documentation with respect to title, environmental or safety matters intended for internal use by Assignor and its Affiliates only (only if such records are not reasonably necessary for the operation, management, or administration of the Assets) (subject to such exclusions, the "**Records**");

(n) All (i) trade credits, carbon dioxide emission reduction credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general intangibles attributable to the Assets and in each case with respect to periods of time from and after the Effective Time or pertaining to the Assumed Obligations; and (ii) liens and security interests in favor of Assignor or its Affiliates, whether choate or inchoate, under any Law or Contract to the extent arising from, or relating to, the ownership, operation, or sale or other disposition on or after the Effective Time of any of the Assets or to the extent arising in favor of Assignor as to the operator or non-operator of any Property;

(o) (i) All radio and communication towers and cellular modems and (ii) all radio and telephone equipment, SCADA and measurement technology and other production related mobility devices (such as SCADA controllers), well communication devices and any other information technology systems and, in each case, all licenses relating solely thereto, in each case, that are located within the Designated Area (the "**Communication Equipment**");

(p) To the extent related to the Assumed Obligations (and expressly excluding any such rights, claims and causes of action to the extent related to the Excluded Obligations and any matters for which Assignor retains indemnification obligations under the Purchase and Sale Agreement, whether arising before or after the Effective Time), (i) all rights of Assignor and its Affiliates to audit the records of any Person and to receive refunds or payments of any nature, and all amounts of money relating thereto, (ii) all other rights, claims and causes of action (including warranty, indemnity and similar claims) of Assignor and its Affiliates, and (iii) subject to Section 3.3 of the Purchase and Sale Agreement, all rights, claims and causes of action of Assignor and its Affiliates to condemnation proceeds or awards, in each case, whether arising before, on, or after the Effective Time; and

(q) All claims for refund of Taxes borne by Jonah Parent or Assignees or other costs or expenses borne by Jonah Parent or Assignees.

2. Notwithstanding the provisions of **Section 1** to the contrary, the Assets are hereby assigned to Assignees as follows:

(a) to EOC Assignee, (i) the Assigned FCC Licenses, (ii) the Vehicles, (iii) the Communication Equipment and (iv) the Assets described in **Sections 1(e), (g)(i), (m), (n), (p) and (q) INSOFAR AND ONLY INSOFAR** as such Assets relate to the Assigned FCC Licenses and the Vehicles;

(b) to Wellbore Assignee, the following Assets (the “*Wellbore Assets*”):

(i) the wellbore of each of the wells described on **Exhibit B** (collectively, the “*ABS Wells*”, and each, an “*ABS Well*”), as such wellbore has been completed as of Closing or may be extended or otherwise reworked or recompleted at any time thereafter, together with the right to own and maintain, and produce Hydrocarbons from each such ABS Well;

(ii) all Hydrocarbons produced from or attributable to the ABS Wells from and after 12:01 a.m. Central Time on May 1, 2026, and all proceeds or accounts receivable resulting from the sale of any such Hydrocarbons;

(iii) the Leases, in each case, **INSOFAR AND ONLY INSOFAR** as the rights thereunder are necessary or used to (A) own, operate, maintain and produce Hydrocarbons from, and continue to own the ABS Wells, (B) participate in and perform subsequent operations at any time applicable to the ABS Wells (including maintenance, repair, workovers, reworks, or extensions (including lateral extensions) of the wellbore of any ABS Well), or (C) produce, store and transport Hydrocarbons from the wellbores of the ABS Wells (such rights to and under the Leases, collectively, the “*Lease Rights*”);

(iv) any units or pooled or communitized lands arising on account of the Leases having been unitized or pooled into such units, pools or communitized lands, and all unitization, pooling or communitization agreements, declarations or designations and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, in each case, **INSOFAR AND ONLY INSOFAR** as necessary or used to (A) own, operate, maintain or continue to own, operate and maintain the ABS Wells, (B) participate in and perform subsequent operations at any time applicable to the ABS Wells (including maintenance, repair, workovers, reworks, or extensions (including lateral extensions) of the wellbore of any ABS Well), or (C) produce, store, and transport Hydrocarbons from the wellbores of the ABS Wells;

(v) all tangible personal property, fixtures, and improvements (including all wellheads, casing, tubing, pumps, motors, gauges, and valves) **INSOFAR AND ONLY INSOFAR** as are located downhole of, or constitute part of, the wellhead of such ABS Wells (collectively, the “*Well Facilities*”);

(vi) except for any Midstream Facilities, all tangible personal property, fixtures, and improvements **INSOFAR AND ONLY INSOFAR** as necessary for

or used in connection with the ownership or operation of, or for the production or transportation of Hydrocarbons from, the ABS Wells (including (i) all pumps, motors, gauges, valves, heaters, treaters, water lines, and vessels and (ii) all flowlines, pipelines, meters, separators, heater treaters, vapor recovery units, tanks, and any other associated equipment, and (iii) compression equipment (fixed or mobile), including drivers, skids, variable frequency drives, motor control centers, foundations, fuel gas systems, and appurtenant electrical and control lines), in each case, to the extent the foregoing (A) are located between the Well Facilities for any ABS Well and the location at which custody to the Hydrocarbons and other production from such ABS Well transfers to a third party;

(vii) all of Assignor's right, title and interest in and to any right-of-way, easement, access or crossing license, permit, servitude, surface use agreement or surface lease, in each case, **INSOFAR AND ONLY INSOFAR** as necessary or used to (A) own, operate, maintain or continue to own, operate and maintain the ABS Wells, (B) participate in and perform subsequent operations at any time applicable to the ABS Wells (including maintenance, repair, workovers, reworks or extensions (including lateral extensions) of the wellbore of any ABS Well), or (C) produce, store and transport Hydrocarbons from the wellbores of the ABS Wells, other than any such rights provided for in the Leases and included in the Lease Rights;

(viii) All contracts, agreements or other legally binding arrangements, whether oral or in writing (other than any Leases or any other instruments creating any oil and gas mineral interest or other real property interest), **INSOFAR AND ONLY INSOFAR** as pertaining to the ownership, production, transportation or disposition of Hydrocarbons from any of the Wellbore Assets (and not to the extent pertaining to any Excluded Assets);

(ix) Copies (but not originals) of, to the extent related to the Wellbore Assets, the following: all lease files; land files, including unrecorded agreements related thereto; well files; division order files; abstracts; title opinions; land surveys; logs; maps; and other books, records, data, files, and accounting records; but excluding any and all (a) books, records, data, files, maps, and accounting records to the extent disclosure or transfer is restricted or prohibited by third-party agreement or applicable Laws, (b) attorney-client privileged communications and work product of Assignor's legal counsel (other than title opinions), (c) reserve studies and evaluations, and (d) records relating to the negotiation and consummation of the acquisition of the Wellbore Assets pursuant to the Purchase and Sale Agreement and this Assignment; and

(x) All rights, claims, and causes of action (including all rights of indemnity, recovery, set-off or refunds) of Assignor or its Affiliates **INSOFAR**

AND ONLY INsofar as such rights, claims or causes of action relate to the Assumed Obligations with respect to the Wellbore Assets;

(c) to Midstream Assignee, (i) the Pipelines and (ii) the Assets described in **Sections 1(e), (f)(i), (g)(i), (m), (n), (p) and (q) INsofar AND ONLY INsofar** as such Assets relate to the Pipelines (*provided*, that, notwithstanding anything to the contrary set forth herein, with respect to the Easements, Pipelines, and Assets set forth on **Schedule DTA**, title to such Easements, Pipelines, and Assets shall transfer to Midstream Assignee effective as of the date Midstream Assignee accepts the applicable FERC certificate approving the acquisition of the Pipelines and Assets that are subject to the FERC Approvals) (collectively, the “*Midstream Facilities*”);

(d) to Plant Assignee, (i) the Plants and (ii) the Assets described in **Sections 1(e), (f)(i), (g)(i), (m), (n), (p) and (q) INsofar AND ONLY INsofar** as such Assets relate to the Plants (collectively, the “*Plant Assets*”); and

(e) to DevCo Assignee, the Assets to the extent such Assets are not otherwise conveyed in **Sections 2(a), (b), (c) or (d)**.

3. The Assets covered by this Assignment do not include and there is **EXCEPTED AND RESERVED** to Assignor, all of the following (collectively, the “*Excluded Assets*”):

(a) All corporate, partnership, limited liability company, financial, income and franchise tax and legal records of Assignor that relate to Assignor’s business generally (whether or not relating to the Assets), and all books, records and files that relate to the Excluded Assets and those records retained by Assignor pursuant to **Section 1(m)** and copies of any other Records retained by Assignor pursuant to Section 1.5 of the Purchase and Sale Agreement;

(b) Without limiting Section 7.20 of the Purchase and Sale Agreement, all reserve estimates, economic estimates, and, to the extent excluded from **Section 1(m)**, all interpretive data and technical evaluations;

(c) All rights to any refund of Property Costs and Taxes or other costs or expenses, in each case, borne by Assignor or Assignor’s predecessors in interest and title attributable to periods prior to the Effective Time, except to the extent related to the Assumed Obligations;

(d) Assignor’s area-wide bonds, permits and licenses or other permits, licenses or authorizations used in the conduct of Assignor’s business generally or that are not transferable to Assignees;

(e) All trade credits, carbon dioxide emission reduction credits, account receivables, note receivables, take-or-pay amounts receivable, and other receivables

attributable to the Assets, in each case, with respect to any period of time prior to the Effective Time, except to the extent related to the Assumed Obligations;

(f) All work product of Assignor's attorneys, records relating to the negotiation and consummation of the transactions contemplated hereby and documents and instruments that are subject to the attorney-client privilege (in all cases, excluding title opinions and memoranda);

(g) All claims and causes of action (including any claims for insurance proceeds) accruing in favor of Assignor and arising from acts, omissions or events or damage to or destruction of property with respect to all periods prior to the Effective Time, except to the extent related to the Assumed Obligations;

(h) Except as specifically set forth in **Sections 1(l)** and **2(a)**, all right, title and interest of Assignor in and to vehicles or vessels, whether or not used in connection with the Assets;

(i) Any agreements excluded from the definition of "Contracts" in **Section 1(e)** and any items excluded from the definition of "Records" in **Section 1(m)**;

(j) All rights, titles, claims and interests of Assignor or any Affiliate of Assignor (i) to or under any policy or agreement of insurance or any insurance proceeds, except to the extent provided in Section 3.3 of the Purchase and Sale Agreement, and (ii) to or under any bond or bond proceeds, in each case, except to the extent related to the Assumed Obligations;

(k) Any patent, patent application, logo, service mark, copyright, trade name, trademark or other intellectual property of or associated with Assignor or any Affiliate of Assignor or any business of Assignor or of any Affiliate of Assignor;

(l) All Excluded Geologic Data;

(m) All personal computers and associated peripherals and all radio and telephone equipment, but specifically excluding any SCADA or similar Equipment located within the Designated Area;

(n) All rights, claims and causes of action related to the Proceedings listed on Schedule 5.7 of the Purchase and Sale Agreement, except to the extent related to the Assumed Obligations (*e.g.*, rights, claims and causes of action related to the Proceeding listed as item 4 on Schedule 5.7 of the Purchase and Sale Agreement to the extent and only to the extent related to time periods beginning on or after the Effective Time shall be included in the Assets as a result of clause (iv) in the definition of Excluded Obligations);

(o) All assets, properties, and rights of and any equity interests in Mayzure, LLC, a Delaware limited liability company;

(p) Surface fee property ownership or surface leases acquired by SEM after the Execution Date that are not related to (A) the ownership or operation of the Assets, (B) oil and gas production, transportation or processing, or (C) any obligation to cure a Title Defect or Environmental Defect pursuant to this Agreement;

(q) All proprietary and other computer software; and

(r) All properties set forth on **Schedule EA** hereto.

As used in this Assignment, “**Designated Area**” means (i) the following Counties in the State of Kansas: Finney, Grant, Haskell, Kearny, Morton, Seward, Wichita, Stanton, Meade, Greeley, Pratt (as to Pratt County, those Leases, Lands and Wells listed on **Exhibit A, Exhibit A-1 and Exhibit B**) and Hamilton, (ii) the following Counties in the State of Oklahoma: Beaver, (iii) the following areas of Cimarron County, Oklahoma: all land lying within and north of Township 3 North, and (iv) the following areas of Texas County, Oklahoma: all land lying within and north of Township 3 North.

TO HAVE AND TO HOLD to Assignees (in the manner described herein), their successors and assigns, forever, subject to the Permitted Encumbrances and the other terms and provisions of this Assignment and of the Purchase and Sale Agreement referred to below.

4. This Assignment is made by Assignor and accepted by Assignees subject to the following terms and conditions:

(a) **Effective Time.** This Assignment is effective as of the Effective Time.

(b) **Purchase and Sale Agreement.** This Assignment is expressly made subject to the Purchase and Sale Agreement. If there is a conflict between this Assignment and the Purchase and Sale Agreement, the Purchase and Sale Agreement controls to the extent of the conflict. The execution and delivery of this Assignment by Assignor and Assignees shall not operate to release or impair any surviving rights or obligations of either Assignor, Assignees or Jonah Parent under the Purchase and Sale Agreement.

(c) **Disclaimers.**

EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT, CONFIRMED IN THE CERTIFICATE OF ASSIGNOR DELIVERED PURSUANT TO SECTION 9.2(B) OF THE PURCHASE AND SALE AGREEMENT, OR IN THIS ASSIGNMENT, (I) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEES

OR ANY OF THEIR AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEES BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES).

EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT, CONFIRMED IN THE CERTIFICATE OF ASSIGNOR TO BE DELIVERED PURSUANT TO SECTION 9.2(B) OF THE PURCHASE AND SALE AGREEMENT, OR IN THIS ASSIGNMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS, FUTURE REVENUES GENERATED BY THE ASSETS OR FUTURE COSTS ASSOCIATED WITH THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY THIRD PARTIES, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEES OR THEIR AFFILIATES, OR ANY OF THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT, SUBJECT TO ASSIGNEES' RIGHTS UNDER ARTICLE 4 AND SECTION 11.3 OF THE PURCHASE AND SALE AGREEMENT, ASSIGNEES ARE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS AND THAT ASSIGNEES HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS

AS ASSIGNEES DEEM APPROPRIATE, OR (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT.

EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT, CONFIRMED IN THE CERTIFICATE OF ASSIGNOR TO BE DELIVERED PURSUANT TO SECTION 9.2(B) OF THE PURCHASE AND SALE AGREEMENT, OR IN THIS ASSIGNMENT, (I) ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, ENVIRONMENTAL LIABILITIES, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND (II) NOTHING IN THIS AGREEMENT OR OTHERWISE WILL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND, SUBJECT TO ASSIGNEES' RIGHTS UNDER ARTICLE 4 AND SECTION 11.3 OF THE PURCHASE AND SALE AGREEMENT, ASSIGNEES ARE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

Assignor and Assignees agree that, to the extent required by applicable Law to be effective, the disclaimers of certain representations and warranties contained in this **Section 4(c)** are "conspicuous" disclaimers for the purpose of any applicable Law.

(d) **Special Warranty of Title.** This Assignment is made, executed and delivered without warranty of title, either express or implied, except that Assignor specially warrants and agrees to defend Defensible Title, as such term is defined in the Purchase and Sale Agreement, to the Assets, against the claims and demands of all Persons claiming by, through or under Assignor or its Affiliates, but not otherwise; provided, however, that Assignor's aggregate liability to Assignees in respect of such warranty for any Asset shall not exceed the Allocated Value of such Asset (the "*Special Warranty of Title*").

(e) **Assumption by Assignees.** Subject to the indemnification by Assignor under Section 11.3 of the Purchase and Sale Agreement and the other provisions of the Purchase and Sale Agreement, Assignees assume and will fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the obligations and liabilities of Assignor and its predecessors in interest, known or unknown, with respect to the Assets, regardless of whether such obligations or liabilities arose prior to, on or after the Effective Time, including but not limited to obligations to (i) furnish makeup gas according to the terms of applicable gas sales, gathering or transportation contracts, and to satisfy all other gas balancing obligations, if any, (ii) pay working interests, royalties, overriding

royalties and other interests (including, subject to the provisions of Section 7.15 of the Purchase and Sale Agreement, all Suspense Funds), (iii) properly plug and abandon the Wells, including inactive wells or temporarily abandoned wells, drilled on the Properties, as required by Law, (iv) replug any well, wellbore, or previously plugged well on the Properties to the extent required by Governmental Body, (v) dismantle, salvage and remove any equipment, structures, materials, flow lines, and property of whatever kind related to or associated with operations and activities conducted on the Properties, (vi) cleanup, restore and/or remediate the premises covered by or related to the Assets in accordance with applicable Contracts and Laws, (vii) pay all undisputed Property Costs, (viii) pay all Taxes, and (ix) perform all obligations applicable to or imposed on the lessee, owner, or operator under the Leases or related Contracts, or as required by applicable Laws (all of said obligations and liabilities, subject to the exclusions below, are referred to in this Assignment as the “**Assumed Obligations**”); provided, however, that the Assumed Obligations do not include, and Assignees have no obligation to assume, any obligations or liabilities of Assignor to the extent that they arise out of, relate to, or are attributable to the Excluded Obligations (as defined in the Purchase and Sale Agreement); provided, further, however, that, notwithstanding anything to the contrary set forth in this Assignment, Wellbore Assignee, Midstream Assignee and Plant Assignee shall assume the Assumed Obligations hereunder solely to the extent that such Assumed Obligations relate to the Wellbore Assets, the Midstream Facilities and the Plant Assets, respectively, and in each case are incurred during or otherwise attributable to the period from and after 12:01 a.m. Central Time on May 1, 2026.

(f) **Further Assignments**. Certain Assets or specific portions of the Assets that are leased from, or require the approval to transfer by, a Governmental Body are conveyed under this Assignment and are also described and covered by other separate assignments made by Assignor to Assignees on officially approved forms, or forms acceptable to such entity, in sufficient multiple originals to satisfy applicable statutory and regulatory requirements (“**Separate Assignments**”). The interests covered by such Separate Assignments are the same, and not in addition to, the interests conveyed in this Assignment. Further, such Separate Assignments are deemed to contain the Special Warranty of Title and all of the exceptions, reservations, rights, titles, power and privileges set forth in this Assignment as fully and as though they were set forth in each such Separate Assignment. Further, where separate deeds and assignments of the Assets have been or will be executed for filing in recording jurisdictions and counties, any such separate deeds and assignments shall evidence the same assignment of the applicable Assets and shall not constitute any additional assignment of the Assets.

(g) **Covenants Running with the Land**. The terms and provisions of this Assignment are covenants running with the Lands, Leases, and other interests covered by this Assignment and extend to, bind and inure to the benefit of the Parties, their heirs, successors and assigns.

(h) **Subrogation of Warranties.** To the extent transferable, Assignees shall be and is hereby subrogated to all representations, covenants and warranties of title by parties (other than Assignor's Affiliates) heretofore given or made to Assignor or its predecessors in title with respect and to the extent applicable to the Assets and/or the Assumed Obligations. To the extent provided in the preceding sentence, Assignor hereby grants and transfers to Assignees, their successors and assigns, to the extent so transferable and permitted by Law, the benefit of and the right to enforce all representations, warranties and covenants, if any, which Assignor is entitled to enforce with respect to the Assets and/or the Assumed Obligations.

(i) **Governing Law.** THIS ASSIGNMENT AND THE LEGAL RELATIONS BETWEEN ASSIGNOR AND ASSIGNEES IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCEPT THAT, WITH RESPECT TO ISSUES RELATING TO REAL PROPERTY FOR ASSETS LOCATED IN A SPECIFIC STATE, THE LAWS OF SUCH STATE SHALL GOVERN) WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS OTHERWISE APPLICABLE TO SUCH DETERMINATIONS. JURISDICTION AND VENUE WITH RESPECT TO ANY DISPUTES ARISING HEREUNDER ARE PROPER ONLY IN (A) THE EIGHTH BUSINESS COURT DIVISION LOCATED IN FORT WORTH, TARRANT COUNTY, TEXAS OR THE FIRST BUSINESS COURT DIVISION LOCATED IN DALLAS, DALLAS COUNTY, TEXAS, OR (B) IF BOTH OF SAID BUSINESS COURT DIVISIONS DO NOT OR ARE UNABLE TO ACCEPT A DISPUTE FOR ANY REASON OUTSIDE THE REASONABLE CONTROL OF ASSIGNOR AND ASSIGNEES, THEN THE STATE AND FEDERAL COURTS SITUATED IN FORT WORTH, TARRANT COUNTY, TEXAS, AND ASSIGNOR AND ASSIGNEES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED IN THIS ASSIGNMENT BROUGHT IN SUCH COURTS OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE. EACH OF ASSIGNOR AND ASSIGNEES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF ANY OTHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF.

(j) **Counterparts.** This Assignment may be executed and delivered (including by email or facsimile transmission) in counterparts, each of which is deemed an original instrument, but all such counterparts together constitute but one agreement.


[Signature Pages Follow]

IN WITNESS WHEREOF, this Assignment is executed by the duly authorized officers or representatives of the Parties as of the Execution Date.

ASSIGNOR:


SCOUT ENERGY GROUP II, LP,
a Texas limited partnership
SCOUT ENERGY PARTNERS II-A, LP,
a Delaware limited partnership

By: Scout Energy Group II GP, LLC
Their ultimate general partner

By: 
Name: Scott Gladden
Title: Attorney-in-Fact

SCOUT ENERGY GROUP III, LP,
a Texas limited partnership
SCOUT ENERGY PARTNERS III-A, LP,
a Delaware limited partnership

By: Scout Energy Group III GP, LLC
Their ultimate general partner

By: 
Name: Scott Gladden
Title: Attorney-in-Fact

SCOUT ENERGY GROUP IV, LP,
a Texas limited partnership
SCOUT ENERGY PARTNERS IV-A, LP,
a Delaware limited partnership

By: Scout Energy Group IV GP, LLC
Their ultimate general partner


By: 
Name: Scott Gladden
Title: Attorney-in-Fact

SCOUT ENERGY GROUP V, LP,
a Texas limited partnership
SCOUT ENERGY PARTNERS V-A, LP,
a Delaware limited partnership
SCOUT ENERGY GROUP CO-INVEST V, LP,
a Texas limited partnership
SCOUT ENERGY PARTNERS CO-INVEST V-A, LP,
a Delaware limited partnership
SEP V-A PLANTCO, LLC,
a Delaware limited liability company
SEP V-B PLANTCO, LLC,
a Delaware limited liability company
SEG V PLANTCO, LLC,
a Delaware limited liability company
SEP CO-INVEST V-A PLANTCO, LLC,
a Delaware limited liability company
SEP CO-INVEST V-B PLANTCO, LLC,
a Delaware limited liability company
SEG CO-INVEST V PLANTCO, LLC,
a Delaware limited liability company

By: Scout Energy Group V GP, LLC
Their ultimate general partner or the ultimate
general partner of their sole member, as applicable

By: 
Name: Scott Gladden
Title: Attorney-in-Fact

SCOUT V HELIUM, LLC,
a Delaware limited liability company

By: 
Name: Scott Gladden
Title: Attorney-in-Fact

SCOUT V HUGOTON GATHERING, LP,
a Texas limited partnership

By: Scout V Hugoton GPCo, LLC
Its general partner

By: 
Name: Scott Gladden
Title: Attorney-in-Fact

Solely for purposes of **Section 1(a), Section 1(f)(i) and Section 1(l)** hereof,

SCOUT ENERGY MANAGEMENT LLC,
a Texas limited liability company

By: 
Name: Scott Gladden
Title: Attorney-in-Fact

STATE OF TEXAS §
 §
COUNTY OF
DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Scott Gladden, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as (i) Attorney-in-Fact of Scout Energy Group II GP, LLC, in its capacity as the ultimate general partner of SCOUT ENERGY GROUP II, LP and SCOUT ENERGY PARTNERS II-A, LP, (ii) Attorney-in-Fact of Scout Energy Group III GP, LLC, in its capacity as the ultimate general partner of SCOUT ENERGY GROUP III, LP and SCOUT ENERGY PARTNERS III-A, LP, (iii) Attorney-in-Fact of Scout Energy Group IV GP, LLC, in its capacity as the ultimate general partner of SCOUT ENERGY GROUP IV, LP and SCOUT ENERGY PARTNERS IV-A, LP, (iv) Attorney-in-Fact of Scout Energy Group V GP, LLC, in its capacity as the ultimate general partner or the ultimate general partner of their sole member, as applicable, of SCOUT ENERGY GROUP V, LP and SCOUT ENERGY PARTNERS V-A, LP, SCOUT ENERGY GROUP CO-INVEST V, LP, SCOUT ENERGY PARTNERS CO-INVEST V-A, LP, SEP V-A PLANTCO, LLC, SEP V-B PLANTCO, LLC, SEG V PLANTCO, LLC, SEP CO-INVEST V-A PLANTCO, LLC, SEP CO-INVEST V-B PLANTCO, LLC, SEG CO-INVEST V PLANTCO, LLC, (v) Attorney-in-Fact of SCOUT V HELIUM, LLC, and (vi) Attorney-in-Fact of Scout V Hugoton GPCo, LLC, in its capacity as the general partner of SCOUT V HUGOTON GATHERING, LP, and SCOUT ENERGY MANAGEMENT LLC, on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of April, 2026.



Notary Public
Name: Holly Rawls

My Commission Expires: January 24, 2028



[Signature Page to Assignment, Conveyance & Bill of Sale]

DEVCO ASSIGNEE:

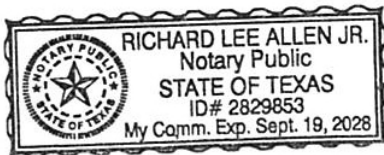
EJ HUGOTON DEVCO LLC,
a Delaware limited liability company

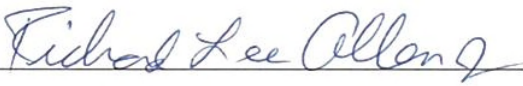
By: 
Name: Mickey Friedrich
Title: President and Chief Executive Officer

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Mickey Friedrich, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as President and Chief Executive Officer of EJ Hugoton DevCo LLC, on the day and year therein mentioned and as the act and deed of said limited liability company, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of April, 2026.




Notary Public
Name: Richard Lee Allen Jr.

My Commission Expires 09-19-28

WELLBORE ASSIGNEE:

EJ HUGOTON PRODUCTION COMPANY LLC
a Delaware limited liability company

By: 
Name: Mickey Friedrich
Title: President and Chief Executive Officer

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Mickey Friedrich, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as President and Chief Executive Officer of EJ Hugoton Production Company LLC, on the day and year therein mentioned and as the act and deed of said limited liability company, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of April, 2026.





Notary Public

Name: Richard Lee Allen Jr

My Commission Expires 05-15-28

PLANT ASSIGNEE:

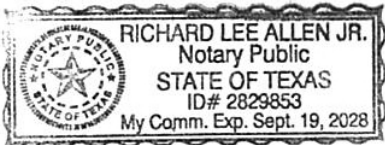
JAYHAWK PROCESSING COMPANY LLC,
a Delaware limited liability company

By: J. F.
Name: Mickey Friedrich
Title: President and Chief Executive
Officer

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Mickey Friedrich, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as President and Chief Executive Officer of Jayhawk Processing Company LLC, on the day and year therein mentioned and as the act and deed of said limited liability company, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of April, 2026.



Richard Lee Allen Jr.

Notary Public

Name: Richard Lee Allen Jr.

My Commission Expires 09-19-28

RELEASE OF NPI

Scout Energy Partners II-B, LP, Scout Energy Partners III-B, LP, Scout Energy Partners IV-B, LP, Scout Energy Partners V-B, LP, and Scout Energy Partners Co-Invest V-B, LP join in this Assignment, Conveyance and Bill of Sale for the limited purpose of releasing the assets assigned hereby from any Conveyance of Net Profits Overriding Interest conveyed to Scout Energy Partners II-B, LP, Scout Energy Partners III-B, LP, Scout Energy Partners IV-B, LP, Scout Energy Partners V-B, LP, or Scout Energy Partners Co-Invest V-B, LP, as applicable, whether recorded in the applicable County records or not, such that Assignees shall receive the assets assigned hereby free and clear from any burden related to such Conveyance of Net Profits Overriding Interest.

SCOUT ENERGY PARTNERS II-B, LP,

a Delaware limited partnership

By: Scout Energy Group II GP, LLC

Its ultimate general partner

By:  _____

Name: Scott Gladden

Title: Attorney-in-Fact

SCOUT ENERGY PARTNERS III-B, LP,

a Delaware limited partnership

By: Scout Energy Group III GP, LLC

Its ultimate general partner

By:  _____

Name: Scott Gladden

Title: Attorney-in-Fact

SCOUT ENERGY PARTNERS IV-B, LP,
a Delaware limited partnership
By: Scout Energy Group IV GP, LLC
Its ultimate general partner

By: 
Name: Scott Gladden
Title: Attorney-in-Fact

SCOUT ENERGY PARTNERS V-B, LP,
a Delaware limited partnership
SCOUT ENERGY PARTNERS CO-INVEST V-B, LP,
a Delaware limited partnership
By: Scout Energy Group V GP, LLC
Their ultimate general partner

By: 
Name: Scott Gladden
Title: Attorney-in-Fact

STATE OF TEXAS §
 §
COUNTY OF
DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Scott Gladden, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as (i) Attorney-in-Fact of Scout Energy Group II GP, LLC, in its capacity as the ultimate general partner of SCOUT ENERGY PARTNERS II-B, LP, (ii) Attorney-in-Fact of Scout Energy Group III GP, LLC, in its capacity as the ultimate general partner of SCOUT ENERGY PARTNERS III-B, LP, (iii) Attorney-in-Fact of Scout Energy Group IV GP, LLC, in its capacity as the ultimate general partner of SCOUT ENERGY PARTNERS IV-B, LP, and (iv) Attorney-in-Fact of Scout Energy Group V GP, LLC, in its capacity as the ultimate general partner of SCOUT ENERGY PARTNERS V-B, LP and SCOUT ENERGY PARTNERS CO-INVEST V-B, LP, on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of April, 2026.



Notary Public

Name: Holly Rawls

My Commission Expires: January 24, 2028



Exhibit A

Leases

(See attached.)

[Exhibit A - Leases]

Exhibit A - Leases

LEASE CODE	LESSOR	LESSEE	LEASE DATE	RECORDING INFO	COUNTY	STATE	LEGAL DESCRIPTION
L2074014	LINDA M FRENCH ET VIR ET AL	CAMERON FUNK	03/15/1976	21/198	WICHITA	KS	T20S-R38W SEC 28: E2 T20S-R38W SEC 35: NE
L2074079	DAISY L DARBRO	CAMERON FUNK	04/02/1976	21/236	WICHITA	KS	T20S-R38W SEC 29: SE
L2074000	ORVILLEET AL SPRADLING ET UX ET AL	FUNK ROBERT	08/12/1975	20/513	WICHITA	KS	T20S-R38W SEC 34: NE T20S-R38W SEC 35: SW, TO 100' BELOW BASE OF COUNCIL GROVE
L2074025	EVERETT A CALDWELL ET UX	CAMERON FUNK	08/21/1975	20/515	WICHITA	KS	T20S-R38W SEC 34: S2
L2074015	ANNA M SARGENT	CAMERON FUNK	02/23/1976	21/196	WICHITA	KS	T20S-R38W SEC 35: NW

Exhibit A-1

Wells and Units

(See attached.)

Exhibit A-1 - Wells and Units

Name	Alternative Well Name	Enertia ID	EJ Hugoton DEVCO / Yield CO ABS	State	County	Api Number	Op/NonOp
1092.197 - Spradling 1 (CG)	Spradling 1 (CG)	10920197	DevCo	KS	WICHITA	1520320061	Operated
1092.155 - Orville 1A	Orville 1A	10920155	ABS	KS	WICHITA	1520320049	Operated
1092.151 - Olga 1 H	Olga 1 H	10920151	DevCo	KS	WICHITA	1520320066	Operated
1092.153 - Olga 1B	Olga 1B	10920153	DevCo	KS	WICHITA	1520320135	Operated

Exhibit A-2

Plants and Pipelines

(See attached.)

EXHIBIT A-2 PIPELINES AND PLANTS

Plants

Jayhawk Gas Plant:

13201 E HWY 160, Ulysses, KS 67880

Satanta Gas Plant:

10565 E RD 20, Ulysses, KS 67880

Scott City Plant:

W HWY 96, Scot City, KS 67871

EXHIBIT A-2 PIPELINES AND PLANTS

Berry

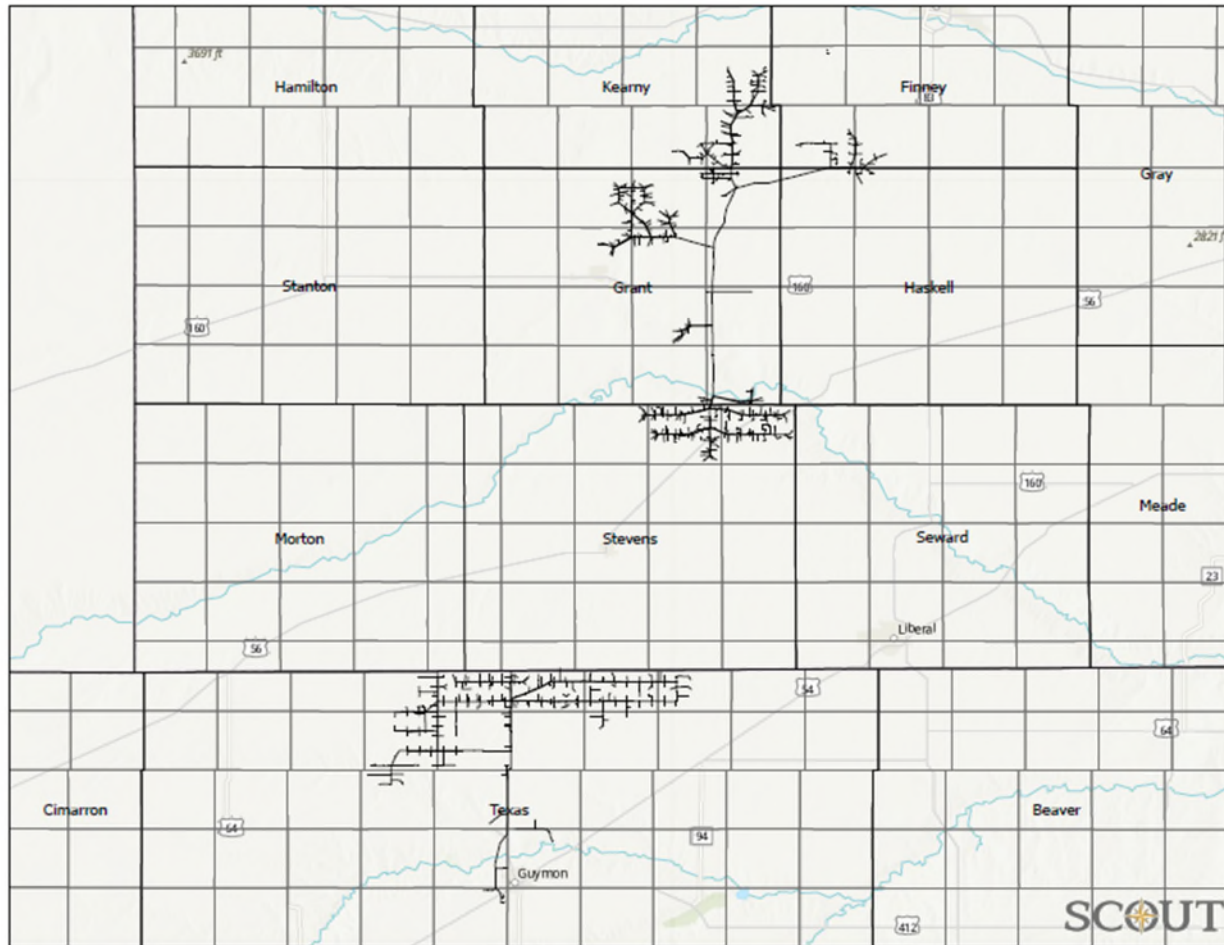


EXHIBIT A-2 PIPELINES AND PLANTS

DCP

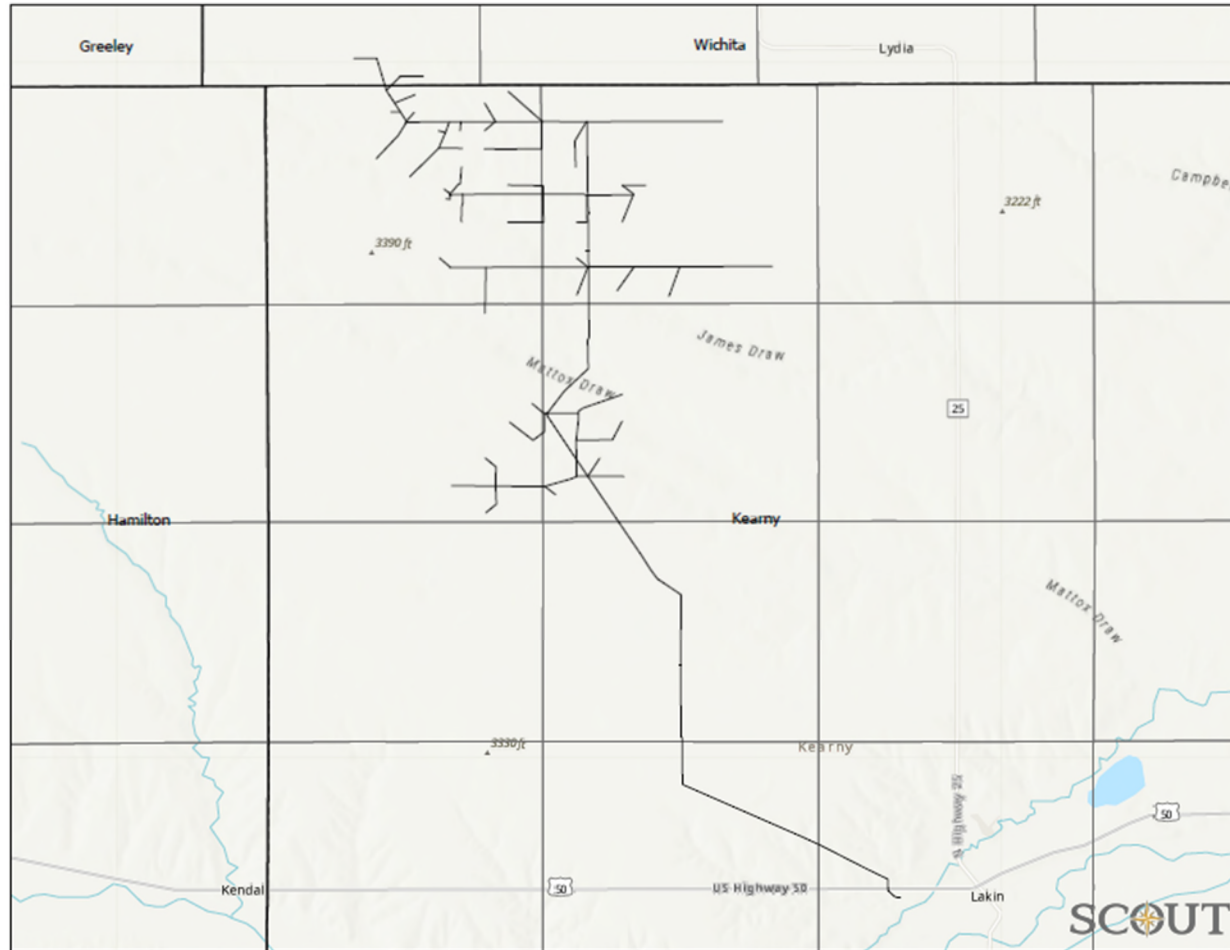


EXHIBIT A-2 PIPELINES AND PLANTS

OneOk

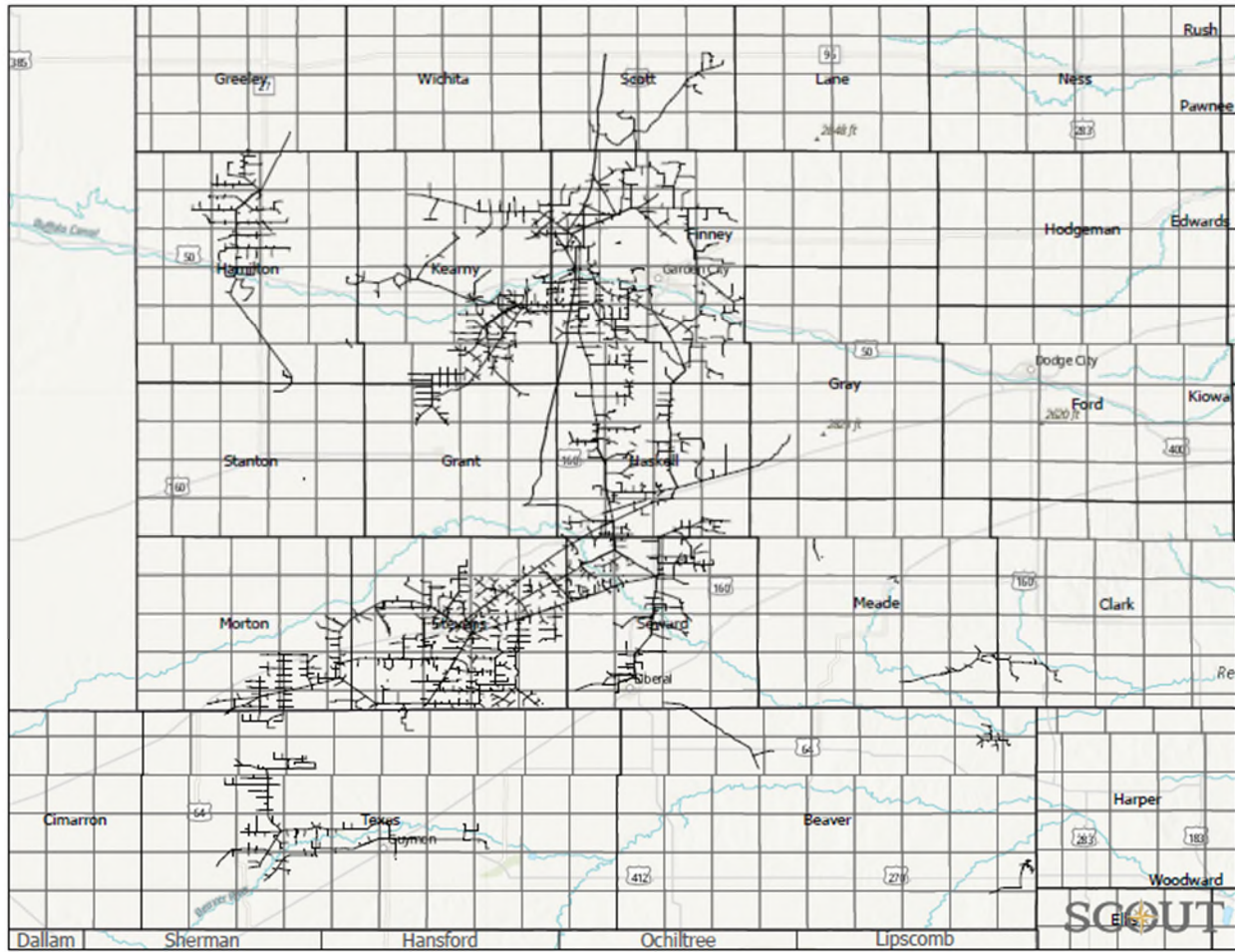


EXHIBIT A-2 PIPELINES AND PLANTS

Riviera

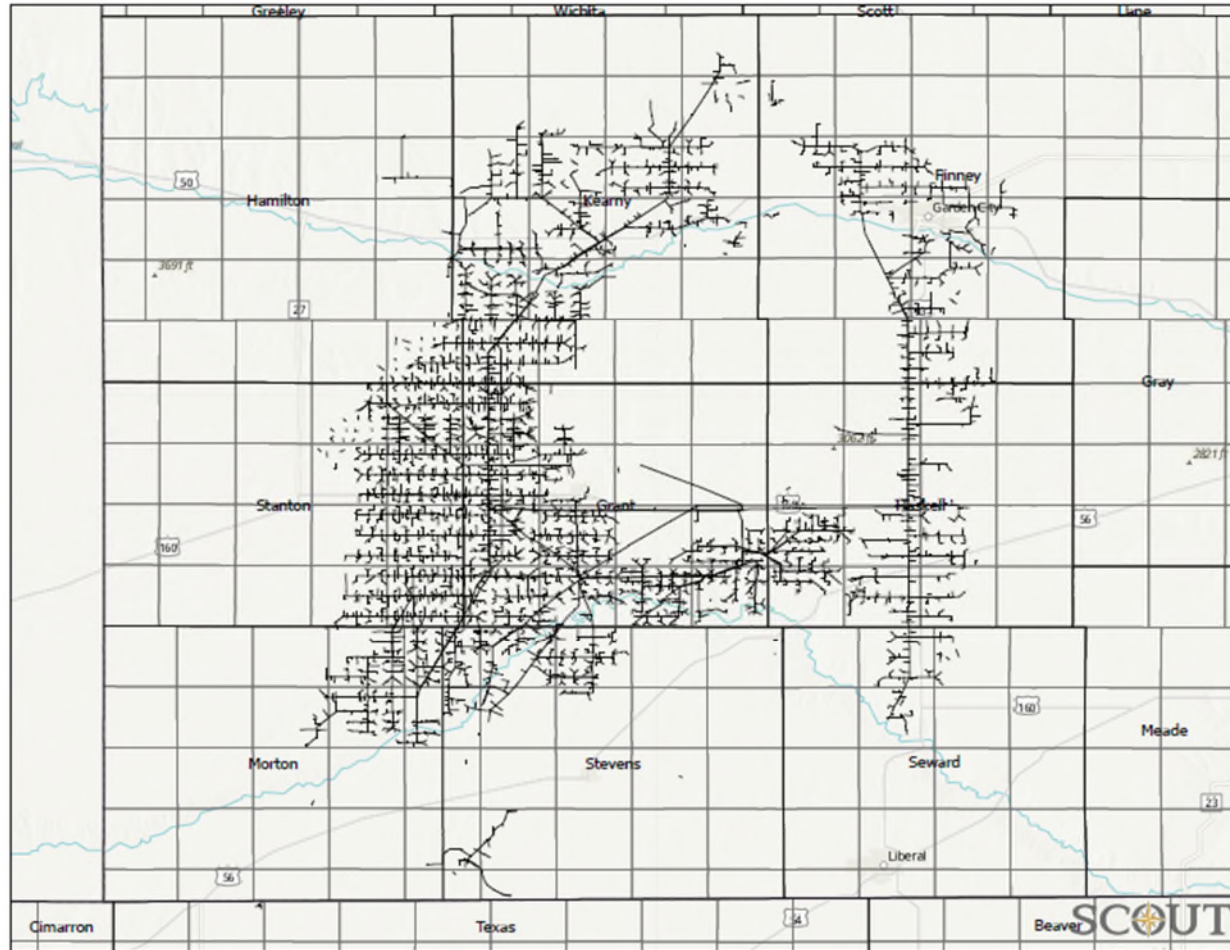


EXHIBIT A-2 PIPELINES AND PLANTS

Dorchester

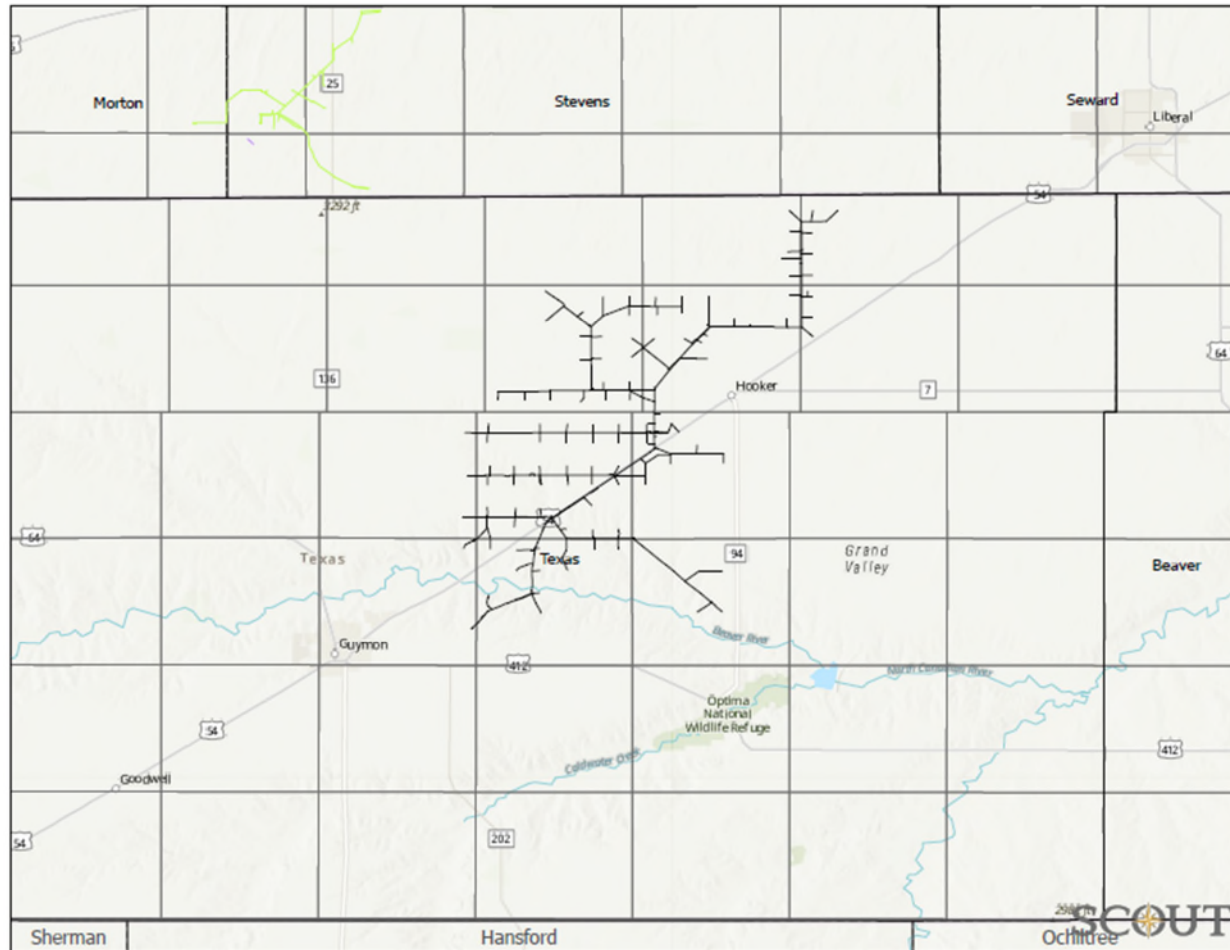


EXHIBIT A-2 PIPELINES AND PLANTS

WTG

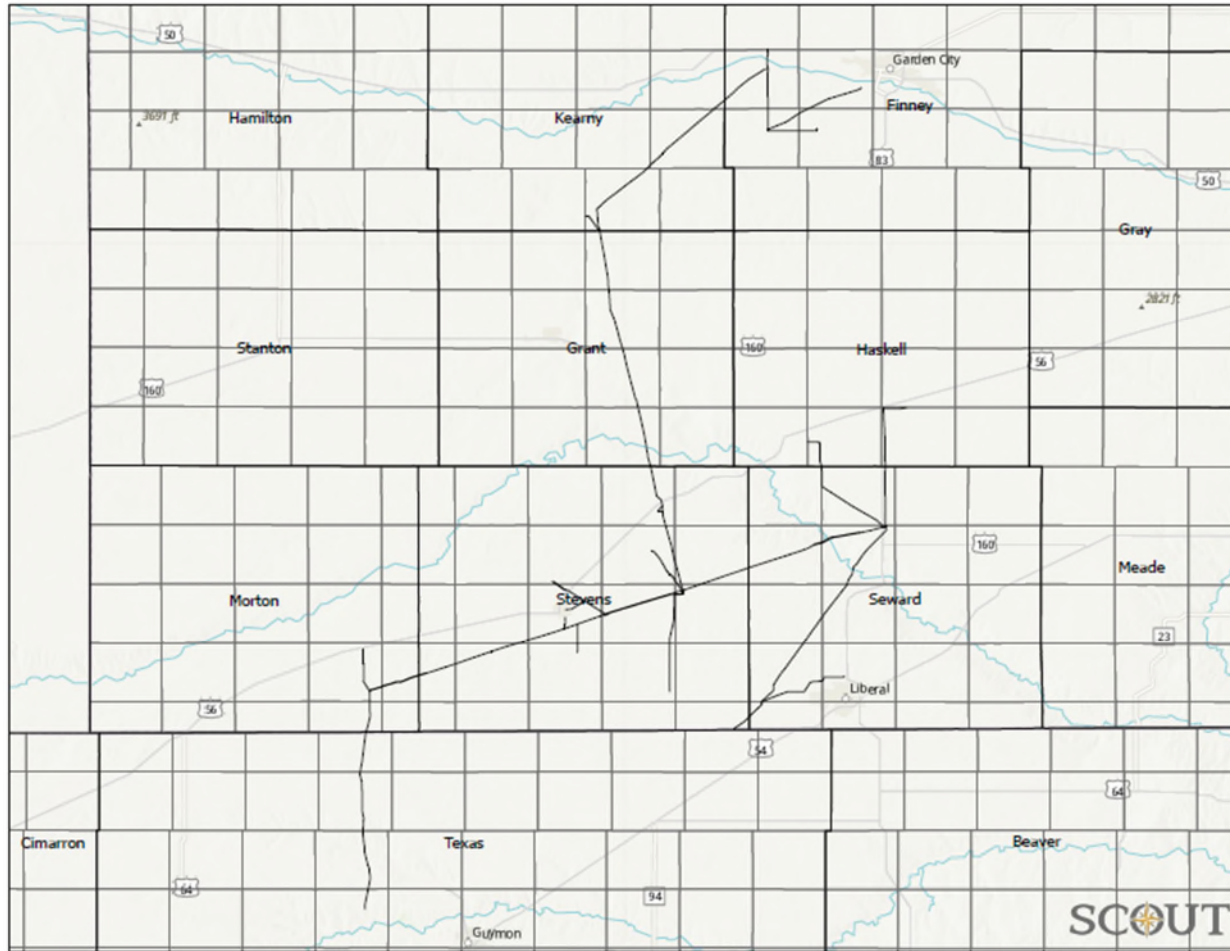


Exhibit A-3

Easements

(See attached.)

EXHIBIT A-3 - EASEMENTS - HUGOTON

CONTRACTS CODE	GRANTOR	GRANTEE	CONTRACT DATE	RECORDING	COUNTY	STATE	LEGAL DESCRIPTION
00405704	ORVILLE B. SPRADLING	PANHANDLE EASTERN PIPE LINE COMPANY	NOT SPECIFIED	NOT SPECIFIED	WICHITA	KS	T20S-R38W-S35 SW
00405706	ORVILLE B. SPRADLING	DUKE ENERGY FIELD SERVICES	3/29/1982	UNRECORDED	WICHITA	KS	T20S-R38W-S34 NE
00405707	ORVILLE B. SPRADLING, ET AL	PANHANDLE EASTERN PIPE LINE COMPANY	3/29/1982	00405707/	WICHITA	KS	T20S-R38W-S34 NE
00406223	RICKY A. CALDWELL	DUKE ENERGY FIELD SERVICES	1/8/1981	NOT SPECIFIED	WICHITA	KS	T20S-R38W-S34 SE
00406224	RICKY ALLEN CALDWELL, ET AL	PANHANDLE EASTERN PIPE LINE COMPANY	1/8/1981	00406224/	WICHITA	KS	T20S-R38W-S34 SE
00407405	EDNA E. COLLINGWOOD TRUST	PANHANDLE EASTERN PIPE LINE COMPANY	4/1/1982	00407405/	WICHITA	KS	T20S-R38W-S34 NW
A16575925	MAPLE CREEK FARMS LLC	SCOUT ENERGY GROUP III LP	06/10/2024	61/191	WICHITA	KS	LOCATED IN THE EAST FORTY (40) FEET NEAR THE QUARTER SECTION LINE OF THE NORTHEAST QUARTER (NE/4) OF SECTION 34-T20S-R38W OF THE 6TH P.M. IN WICHITA COUNTY, KANSAS, THE APPROXIMATE LOCATION OF THE RIGHT-OF-WAY EASEMENT GRANTED IS DETERMINED BY CONSTRUCTION OF GRANTEE'S FACILITY.
A16575925	MAPLE CREEK FARMS LLC	SCOUT ENERGY GROUP III, LP	6/10/2024	61/191	WICHITA	KS	T20S-R38W SEC 34: EAST 40' NEAR THE QUARTER SECTION LINE OF NE
A16577507	COOPER C BERNING	SCOUT ENERGY GROUP III LP	05/13/2024	61/176	WICHITA	KS	NORTHEAST QUARTER (NE/4) OF SECTION THIRTY FOUR (34) TOWNSHIP TWENTY (20) SOUTH, RANGE THIRTY EIGHT (38) WEST OF THE 6TH P.M., WICHITA COUNTY, KANSAS. THE EXACT LOCATION TO BE DETERMINED BY THE INSTALLATION OF GRANTEE'S FACILITIES.
A16577507	COOPER C BERNING	SCOUT ENERGY GROUP III, LP	5/13/2024	61/176	WICHITA	KS	T20S-R38W SEC 34: NE
A16577539	HUICHOL TRUST	SCOUT ENERGY GROUP III LP	03/04/2024	61/181	WICHITA	KS	SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY FIVE (35) TOWNSHIP TWENTY (20) SOUTH, RANGE THIRTY EIGHT (38) WEST OF THE 6TH P.M., WICHITA COUNTY, KANSAS. THE EXACT LOCATION TO BE DETERMINED BY THE INSTALLATION OF GRANTEE'S FACILITIES.
A16577539	HUICHOL TRUST	SCOUT ENERGY GROUP III, LP	3/4/2024	61/181	WICHITA	KS	T20S-R38W SEC 35: SW
A16578232	AMBER WAVES INC	SCOUT ENERGY GROUP III LP	05/19/2024	61/186	WICHITA	KS	NORTHWEST QUARTER (NW/4) OF SECTION THIRTY FIVE (35) TOWNSHIP TWENTY (20) SOUTH, RANGE THIRTY EIGHT (38) WEST OF THE 6TH P.M., WICHITA COUNTY, KANSAS. THE EXACT LOCATION TO BE DETERMINED BY THE INSTALLATION OF GRANTEE'S FACILITIES.
A16578232	AMBER WAVES INC	SCOUT ENERGY GROUP III, LP	5/19/2024	61/186	WICHITA	KS	T20S-R38W SEC 35: NW

A9834948	ORVILLE B SPRADLING AND BERTHA M SPRADLING HIS WIFE AND JERRY J SPRADLING AND BEVERLY J SPRADLING HIS WIFE	PANHANDLE EASTERN PIPELINE COMPANY	03/29/1982	MISC Q/457	WICHITA	KS	NE SECT 34-T20S-R38W, WICHITA CO, KS
A9834949	RICKY ALLEN CALDWELL A SINGLE PERSON DENNIS KEITH CALDWELL A SINGLE PERSON DEBRA K LANDRETH AND LARRY LANDRETH HER HUSBAND	PANHANDLE EASTERN PIPELINE COMPANY	01/08/1981	OG 24/789	WICHITA	KS	SE SECT 34-T20S-R38W, WICHITA CO, KS
A9834950	WILLIAM R MORAND & KEITH L ZODY AS TRUSTEES OF THE EDNA E COLLINGWOOD TRUST	PANHANDLE EASTERN PIPELINE COMPANY	04/01/1982	MISC Q/459	WICHITA	KS	NW SECT 34-T20S-R38W, WICHITA CO, KS
A9835107	ORVILLE B SPRADLING	PANHANDLE EASTERN PIPE LINE COMPANY	UNKNOWN	UNRECORDED	WICHITA	KS	SW SECT 35-T20S-R38W, WICHITA CO, KS

Exhibit A-4

Field Offices and Pipe Yards

(See attached.)

Exhibit A-4
Field Offices and Pipe Yards

Location Description	Full Street Address	City	State	Zip Code
Oklahoma Panhandle Operations	5221 Patricia Blvd	Guymon	OK	73942
Raley Station Office Building	1111 Mile 43 Rd	Hooker	OK	73945
Raley Station Maintenance Shop / Warehouse				
Raley Station Welding Shop				
Texas County 2	1901 Mile 22	Goodwell	OK	73939
Kendall, KS Operations	115 N. Johnson St	Kendall	KS	67857
Lakin, KS Operations Lakin Office	805 KS-25	Lakin	KS	67860
Hickok, KS Operations- Multiple Buildings	9198 E Oklahoma Ave	Ulysses	KS	67880
SW KS Operations Hugoton Office	200 West 4th Street	Hugoton	KS	67951
Syracuse Office and yard	2101 North Hwy 27	Syracuse	KS	67878
Ulysses South Office	215 E. Road 20	Ulysses	KS	67880
SW KS Operations Ulysses Main Office	2225 W. Oklahoma Ave	Ulysses	KS	67880
Office Rental In Garden City	402 E. Fulton , Ste 3	Garden City	KS	67846
Hickok Office	9180 East Hwy 160	Ulysses	KS	67880
SW KS Water Hauling Operatinos	920 S. Colorado	Ulysses	KS	67878
SW KS Operations Hugoton Station and Office	2272 Road Q	Hugoton	KS	67951
SW KS Operations Syracuse warehouse	306 North Durfee	Syracuse	KS	67878
Ulysses Central Warehouse and Office	1901 W. Oklahoma Ave.	Ulysses	KS	67880
Hugoton Pipe yard	US 56	Hugoton	KS	67951
SW KS Operations Hugoton North Office	114 W 2nd Street	Hugoton	KS	67951

Exhibit A-5

Assigned FCC Licenses

(See attached.)

Region	Tower Name	Call Sign	Expiration Date	Address	Loc No	County	State	Lat	Long	Ground Ely	Frequencies
Hugoton	Ulysses Main	KINGA82	07-06-2034	2225 W OKLAHOMA ST	1	GRANT	KS	37-34-28.9 N	101-23-08.7 W	932.0	457.875, 452.875 452.425, 457.425 453.975, 458.975 458.075, 453.975
Hugoton	Rolla Station	KINGA82	07-06-2034	1 MILE SOUTH OF THE INTERSECTION OF Z RD AND RD 23	2	MORTON	KS	37-18-03.9 N	101-38-43.6 W	1005.0	452.875, 457.875
Hugoton	Ulysses Comm 6 & Comm 7	KINGA82	07-06-2034	CO RD 33 AND CO RD E	3	KEARNY	KS	37-47-34.0 N	101-28-40.0 W	989.0	453.200, 458.200
Hugoton	Lakin West	KINGA82	07-06-2034	6.7 MILES WEST OF LAKIN, KS AT INTERSECTION OF HWY 50 AND CO RD K	4	KEARNY	KS	37-56-33.9 N	101-22-39.4 W	995.0	457.425, 452.425
Hugoton	Field sites Ulysses	KINGA82	07-06-2034	Operating within a 80.0 km radius around 37-34-31.1 N, 101-23-39.6 W ULYSSES	5	GRANT	KS	37-34-31.1 N	101-23-39.6 W	< 200.0	452.425, 457.425 452.875, 457.875 453.200, 458.200 453.075, 458.075 457.425, 452.425 45
Hugoton	Satanta	WNCN875	05-28-2032	2 MILES SE OF SATANTA KANSAS AT INT ERSECTION OF CO RD 230 AND CO RD HH (OWNED TOWER FCC# 1288528)	1	HASKELL	KS	37-24-09.1 N	100-57-51.8 W	903.0	460.450, 465.450
Hugoton	Garden City	WNCN875	05-28-2032	2307 W .MARY, GARDEN CITY, KS (LEASED TOWER FCC# 1032872)	2	FINNEY	KS	37-59-35.0 N	100-54-04.0 W	868.1	
Hugoton	Sublette	WNCN875	05-28-2032	NORTH HASKELL COUNTY, KS, INTERSECTION HWY 83 & COUNTY RD. 30	3	HASKELL	KS	37-42-30.3 N	100-51-49.3 W	882.0	457.850, 452.850
Hugoton	Satanta	WNCN875	05-28-2032	Operating within a 72.0 km radius around 37-24-59.1 N, 100-57-50.6 W SATANTA	4	HASKELL	KS	37-24-59.1 N	100-57-50.6 W	< 200.0	457.850, 452.850 460.450, 465.450
Hugoton	Garden City	WNCN875	05-28-2032	Operating within a 72.0 km radius around 37-59-35.1 N, 100-54-05.6 W GARDEN CITY	5	FINNEY	KS	37-59-35.1 N	100-54-05.6 W	< 200.0	457.850, 452.850
Hugoton	Lakin West	WNCN875	05-28-2032	6.7 MILES WEST OF LAKIN, KS AT INTERSECTION OF HWY 50 AND CO RD K	6	KEARNY	KS	37-56-33.9 N	101-22-39.4 W	995.0	465.450, 460.450
Hugoton	Lakin West	WNCN875	05-28-2032	Operating within a 50.0 km radius around 37-56-33.9 N, 101-22-39.4 W LAKIN	7	KEARNY	KS	37-56-33.9 N	101-22-39.4 W	< 200.0	465.450, 460.450
Hugoton	Guymon-Livesay	WNEK770	09-30-2028	RT 2 1 MI N of GUYMON - LIVESAY TOWER (LEASED TOWER FCC# 1011099)	1	TEXAS	OK	36-45-20.0 N	101-27-29.0 W	943.0	952.03125, 928.03125 928.04375, 952.04375
Hugoton	Hugoton	WNEK771	03-31-2033	5 MI N, 25 MI E of HUGOTON - LEASED TOWER From SBA Site ID: KS22330 - FCC# 1313774	1	STEVENS	KS	37-13-33.9 N	101-19-58.0 W	948.0	952.06625, 928.06625 952.13125, 928.13125 959.90625, 928.90625 952.05625, 928.05625
Hugoton	Garden City TV Rd	WNEV590	08-29-2032	12.5 MILES SOUTH GARDEN CITY (LEASED TOWER FCC# 1031276)	1	FINNEY	KS	37-46-40.1 N	100-52-06.0 W	876.0	952.34375, 928.34375
Hugoton	Guymon-Livesay	WNEV815	09-30-2028	RT 2 1 MI N of GUYMON - LIVESAY TOWER (LEASED TOWER FCC# 1011099)	1	TEXAS	OK	36-45-20.0 N	101-27-29.0 W	943.0	952.15625, 928.15625 952.16875, 928.16875
Hugoton	Garden City TV Rd	WNF8738	09-11-2032	12.6 MI S GARDEN CITY + 121.0 km radius (LEASED TOWER FCC# 1031276)	1	FINNEY	KS	37-46-43.2 N	100-52-10.2 W	885.8	451.750, 456.750
Hugoton	Hickok	WNF8738	09-11-2032	2 MI E ON HWY 160 + 121.0 km radius	2	GRANT	KS	37-33-45.0 N	101-11-49.0 W	931.1	451.750, 456.750
Hugoton	Hugoton	WNF8739	08-08-2035	5 MI N, 25 MI E OF HUGOTON + 121.0 km radius (LEASED TOWER FCC# 1313774)	1	STEVENS	KS	37-13-34.0 N	101-19-57.0 W	947.9	451.675, 456.675
Hugoton	Hugoton	WNF8739	08-08-2035	200 W FOURTH ST. HUGOTON + 121.0 km radius	2	STEVENS	KS	37-10-47.1 N	101-20-57.6 W	954.0	451.675, 456.675
Hugoton	Jayhawk Plant	WNP5578	07-11-2034	13201 E HWY 160 + 80.0 km radius	1	GRANT	KS	37-33-38.0 N	101-07-19.0 W	922.3	809.9125, 854.9125
Hugoton	Ulysses Main	WNP5578	07-11-2034	2225 W OKLAHOMA AVE (OWNED TOWER FCC# 1288528)	2	GRANT	KS	37-34-33.0 N	101-23-09.4 W	932.0	809.9125, 854.9125
Hugoton	Kinsler near Richfield	WNPY341	06-14-2034	KINSLER LEASE APPROX 18 MI W OF INT OF US 270 & SR 25 + 64.0 km radius	1	MORTON	KS	37-19-24.1 N	101-38-14.4 W	1003.0	809.8625, 854.8625 809.9125, 854.9125 810.1375, 855.1375
Hugoton	Smith 5 MI W of Lakin	WNPY341	06-14-2034	SMITH LEASE APPROX 5 MI W + 64.0 km radius	2	KEARNY	KS	37-54-31.1 N	101-21-16.6 W	975.0	809.8625, 854.8625 809.9125, 854.9125 810.1375, 855.1375
Hugoton	Satanta	WNPY341	06-14-2034	SANTANA TWR + 64.0 km radius	3	HASKELL	KS	37-24-59.1 N	100-57-50.6 W	902.0	809.8625, 854.8625 809.9125, 854.9125 810.1375, 855.1375
Hugoton	Ulysses Main	WNPY341	06-14-2034	2225 W OKLAHOMA ST	4	GRANT	KS	37-34-31.1 N	101-23-39.6 W	930.0	809.8625, 854.8625 809.9125, 854.9125 810.1375, 855.1375
Hugoton	Woods	WNTS393	11-27-2030	5 MILES NE of WOODS	1	STEVENS	KS	37-13-45.5 N	101-05-13.0 W	908.0	952.28875, 928.28875 952.31875, 928.31875 941.35625, 932.35625
Hugoton	Ulysses West B Stn	WNTG387	03-05-2031	8 MILES NW of ULYSSES CO RD 9 W and N RD C	1	GRANT	KS	37-37-00.4 N	101-29-38.5 W	949.9	941.34375, 932.34375
Hugoton	Lakin West	WNTS279	08-03-2028	ON US 50 6 MI W OF LAKIN	1	KEARNY	KS	37-56-32.0 N	101-22-41.6 W	994.9	952.48125, 928.48125
Hugoton	Lakin West	WNTZ430	06-27-2030	6.7 MILES WEST OF LAKIN, KS AT INTERSECTION OF HWY 50 AND CO RD K	1	KEARNY	KS	37-56-33.9 N	101-22-39.4 W	996.5	952.45625, 928.45625
Hugoton	Hickok	WNV5047	08-08-2035	HWY 160 - 3 MILES EAST OF HICKOK + 80.0 km radius (OWNED TOWER FCC# 1062473)	1	GRANT	KS	37-33-45.1 N	101-11-48.8 W	931.1	451.590, 456.590
Hugoton	Lakin East	WPJF754	06-10-2031	2 MI S & MI E OF LAKIN (LEASED TOWER FCC# 1200427)	1	KEARNY	KS	37-54-58.0 N	101-10-50.6 W	905.6	952.50625, 928.50625
Hugoton	Uly South	WPNM604	06-10-2028	E SIDE OF HWY 270 8 MI S OF ULYSSES (OWNED TOWER FCC# 1201643)	1	GRANT	KS	37-27-52.0 N	101-21-41.6 W	966.0	956.25625 941.41875, 932.41875
Hugoton	Hugoton	WQYU513	01-24-2027	5 MI N, 25 MI E OF HUGOTON (LEASED TOWER FCC# 1313774)	1	STEVENS	KS	37-11-34.0 N	101-19-57.0 W	947.9	956.38125
Hugoton	Hugoton	WRFH235	03-02-2030	8749 ROAD 9 (KS22330-A) (LEASED TOWER FCC# 1313774)	1	STEVENS	KS	37-11-34.0 N	101-19-57.0 W	947.9	952.23125, 928.23125
Hugoton	Hickok	WRFH236	03-02-2030	2 MI E ON HWY 160	1	GRANT	KS	37-33-45.9 N	101-11-50.2 W	931.2	952.24375, 928.24375
Hugoton	Hickok	WRFH239	03-02-2030	2 MI E ON HWY 160 (OWNED TOWER FCC# 1062473)	1	GRANT	KS	37-33-45.9 N	101-11-50.2 W	931.1	952.28125, 928.28125 952.29375, 928.29375 952.18125, 928.18125 952.19375, 928.19375

Exhibit B

ABS Wells

(See attached.)

Exhibit B - ABS Wells

Name	Alternative Well Name	Enertia ID	ABS	State	County	Api Number	Op/NonOp
1092.155 - Orville 1A	Orville 1A	10920155	ABS	KS	WICHITA	1520320049	Operated

Schedule EA

Excluded Assets

(See attached.)

[Schedule EA – Excluded Assets]

Part 1

The following wells, agreements and leases:

WELL NAME MYDA 1R
API 4242131158
WELL NO. 20250067

PREF AGRMT

PARTY 1/AGMT NAME	PARTY 2	CONTRACT DATE	CONTRACT TYPE	RECORDING	COUNTY	STATE
MYDA 1R	TRAVELERS OIL COMPANY	03/25/2009	FARM-OUT AGREEMENT	UNRECORDED	SHERMAN	TX

LEASES

LESSOR	LESSEE	LEASE DATE	RECORDING INFO	COUNTY	STATE	LEGAL DESCRIPTION
MARY ELIZABETH BIVINS ET AL	D D HARRINGTON	07/12/1941	55/373	SHERMAN	TX	SVY: GH&H RR CO, A-37, BLK 3B, SEC 71: ALL, LIMITED TO DEPTHS FROM THE SURFACE OF THE EARTH TO THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE BROWN DOLOMITE FORMATION

WELL NAME IVENS R 3
API 4242131218
WELL NO. 20250066

PREF AGRMT

PARTY 1/AGMT NAME	PARTY 2	CONTRACT DATE	CONTRACT TYPE	RECORDING	COUNTY	STATE
IVENS R NO 3 WELL	TRAVELERS OIL COMPANY	07/01/2013	FARM-OUT AGREEMENT	0309/0597 025848	SHERMAN	TX

LESSOR	LESSEE	LEASE DATE	RECORDING INFO	COUNTY	STATE	LEGAL DESCRIPTION
MARY ELIZABETH BIVINS ET AL	D D HARRINGTON	07/12/1941	55/373	SHERMAN	TX	SVY: GH&H RR CO, A-529, BLK 3B, SEC 4: ALL, RESTRICTED TO DEPTHS FROM THE SURFACE DOWN TO THE MEASURED DEPTH OF 3250 FEET WITHIN THE PERMIAN WOLFCAMP CHASE GROUP, WHICH INCLUDES THE BROWN DOLOMITE FORMATION

WELL NAME ARIE 1
API 4234180465
WELL NO. 20250370

PREF AGRMT

PARTY 1/AGMT NAME	PARTY 2	CONTRACT DATE	CONTRACT TYPE	RECORDING	COUNTY	STATE
PHILLIPS PETROLEUM COMPANY	KERR-MCGEE OIL INDUSTRIES INC	02/22/1949	FARM-OUT AGREEMENT	NA	MOORE	TX

LEASES

LESSOR	LESSEE	LEASE DATE	RECORDING INFO	COUNTY	STATE	LEGAL DESCRIPTION
L R SMITH ESTATE ET UX	PHILLIPS PETROLEUM COMPANY	06/22/1945	86/499	MOORE	TX	SVY: H&TC RR CO, A-177, BLK 44, SEC 203: S2
L E BYRD ET UX	W C COLLINS JR	02/08/1944	83/404	MOORE	TX	SVY: H&TC RR CO, A-177, BLK 44, SEC 203: N2
H E BRADY ET UX	W C COLLINS JR	01/22/1944	82/451	MOORE	TX	SVY: H&TC RR CO, A-177, BLK 44, SEC 203: N2

WELL NAME BRADY 1R
API 4234133240

WELL NO. 20250381

PREF AGRMT

PARTY 1/AGMT NAME	PARTY 2	CONTRACT DATE	CONTRACT TYPE	RECORDING	COUNTY	STATE
PHILLIPS PETROLEUM COMPANY	KERR-MCGEE OIL INDUSTRIES INC	02/22/1949	FARM-OUT AGREEMENT	NA	MOORE	TX

LEASES

LESSOR	LESSEE	LEASE DATE	RECORDING INFO	COUNTY	STATE	LEGAL DESCRIPTION
H E BRADY ET UX	W C COLLINS JR	01/22/1944	82/451	MOORE	TX	SVY: H&TC RR CO, A-1015, BLK 44, SEC 218
L E BYRD ET UX	W C COLLINS JR	02/08/1944	83/404	MOORE	TX	SVY: H&TC RR CO, A-1015, BLK 44, SEC 218

WELL NAME MACY 1-A
API 4242130045
WELL NO. 20250461

PREF AGRMT

PARTY 1/AGMT NAME	PARTY 2	CONTRACT DATE	CONTRACT TYPE	RECORDING	COUNTY	STATE
PHILLIPS PETROLEUM COMPANY	KERR-MCGEE OIL INDUSTRIES INC	02/22/1949	FARM-OUT AGREEMENT	NA	SHERMAN	TX

LEASES

LESSOR	LESSEE	LEASE DATE	RECORDING INFO	COUNTY	STATE	LEGAL DESCRIPTION
F NILE MACY ET UX	PHILLIPS PETROLEUM COMPANY	04/27/1945	64/408	SHERMAN	TX	SVY: T&NO RR CO, A-402, BLK 1T, SEC 437: SE
L M PRICE ET AL	TOM COLLINS	03/03/1944	60/247	SHERMAN	TX	SVY: T&NO RR CO, A-402, BLK 1T, SEC 437: W2
J NEIL MACY ET UX	PHILLIPS PETROLEUM COMPANY	04/27/1945	64/414	SHERMAN	TX	SVY: T&NO RR CO, A-402, BLK 1T, SEC 437: NE

Part 2

The following wells:

Well Name	API#	Lease ID	County	Section	Block	Survey
Bevins A75	23333045	214559	Hutchinson	53	46	H&TC
Bitzie Harvey A45-2	23333068	223968	Hutchinson	1	L	H&GN
Broadway 1	6580299	24249	Carson	94	7	I&GN
Burnett 1	6580418	24460	Carson	123	5	I&GN
Morrison Ouachita A522 1	23333106	228822	Hutchinson			Barclay, A

Part 3

Notwithstanding their inclusion in Exhibit A, the assignment of the following leases or mineral interests are limited to: (i) the wellbores listed below, (ii) the associated proration unit for such wellbores, and (iii) leasehold rights to the extent, and only to the extent, reasonably necessary to operate and produce from such wellbores. All other rights in the leases or mineral interests listed below are excluded from the Assets.

LESSOR/GRANTOR	LESSEE/GRANTEE	EFFECTIVE DATE	RECORDING INFORMATION	INSTRUMENT NUMBER	COUNTY IN TEXAS	CORRECT LEGAL DESCRIPTION	WELLBORES	API
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Schedule EA
Part I

MATTIE V DUNAWAY ET AL	J B MARRIS & W J MCKINNEY	01/12/1928	46/607	N/A	HUTCHINSON	SVY: TT RR CO, A-191, BLK Y2, SEC 5: S2, NW SVY: TT RR CO, A-192, BLK Y2, SEC 7: 220 ACRES, MORE OR LESS, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS.	BOST B 2	4223332681
MARY FRANCES DUNAWAY	J B HARRIS & W J MCKINNEY	12/30/1927	46/612	N/A	HUTCHINSON	SVY: TT RR CO, A-191, BLK Y2, SEC 5: S2, NW SVY: TT RR CO, A-192, BLK Y2, SEC 7: 220 ACRES OF LAND OUT OF THE 420 ACRE TRACT	BOST B 2	4223332681
E B JOHNSON ET AL	GEORGE E MONTGOMERY	5/29/1919	1033/331	300253	HUTCHINSON	SVY: A&B, A-610, SEC 32: SESE SVY: A&B, A-634, SEC 40: 620 ACRES, MORE OR LESS SVY: B&B, A-29, SEC 3: E2 SVY: DS&E RR CO, A-591, SEC 4: W2 SVY: EL&RR RR CO, A-1108, SEC 326: W2 SVY: J H GIBSON, A-1148, SEC 16: W2 SVY: J H GIBSON, A-354, SEC 17: 250 ACRES, MORE OR LESS SVY: J H GIBSON, A-355, SEC 15: 405 ACRES, MORE OR LESS SVY: H&TC RR CO, A-684, SEC 68: N2 SVY: H&TC RR CO, A-801, SEC 64: ALL SVY: H&TC RR CO, A-802, SEC 66: ALL SVY: H T TRIGG, A-1180, SEC 2: W2 BEING 252 ACRES, MORE OR LESS SVY: MRS E T TUMLINSON, A-391, SEC 1: NE SVY: M A WHITLEY, A-403, SEC 1: 639 ACRES, MORE OR LESS	JOHNSON E 1E	4223380280
LEE BIVINS ET UX	PRAIRIE OIL & GAS COMPANY	06/15/1925	121/513, 27/462	N/A	CARSON POTTER	POTTER CO, TX SVY: G&M, A-353, BLK M20, SEC 44: ALL SVY: G&M, A-348, BLK M20, SEC 37: ALL SVY: G&M, A-382, BLK M20, SEC 38: S2, NE SVY: G&M, A-372, BLK M20, SEC 34: E2 SVY: G&M, A-374, BLK M20, SEC 36: NE SVY: G&M, A-352, BLK M20, SEC 43: ALL SVY: G&M, A-456, BLK M20, SEC 39: N2, SE SVY: G&M, A-350, BLK M20, SEC 46: NW SVY: G&M, A-351, BLK M20, SEC 42: ALL CARSON CO, TX SVY: G&M, A-1334, BLK M20, SEC 42: ALL SVY: G&M, A-1335, BLK M20, SEC 43: ALL SVY: G&M, A-1336, BLK M20, SEC 44: ALL	BIVINS A 40 BIVINS 12 R	4237500196 4237500195
LEE BIVINS	H C TYRRELL	10/13/1925	128/491	N/A	POTTER	SVY: G&M, A-455, BLK M20, SEC 33: E2 SVY: G&M, A-456, M20, SEC 39: SW	BIVINS A236 BIVINS 13R	4237531690 4237500203
CAVALLO ENERGY LP	LINN ENERGY HOLDINGS LP	02/01/2007	208/444 (CARSON) 1408/1 (HUTCHINSON), 633/30 (MOORE), 3844/545 (POTTER)	N/A	CARSON HUTCHINSON MOORE POTTER	SVY: GB&CNG, A-261, BLK Y-2, SEC 13: NORTH 143.55 ACRES OF THE WEST 303.55 ACRES (HUTCHINSON COUNTY, TEXAS) SVY: G&M, A-372, BLK M20, SEC 34: ALL (POTTER COUNTY, TEXAS) SVY: G&M, A-374, BLK M20, SEC 36: NE (POTTER COUNTY, TEXAS) SVY: G&M, A-348, BLK M20, SEC 37: ALL (POTTER COUNTY, TEXAS) SVY: H&TC RR CO, A-94, BLK 46, SEC 91: ALL EXCEPT THE W252 AND E2 N160 ACRES (HUTCHINSON COUNTY, TEXAS) SVY: TT RR CO, A-192, BLK Y2, SEC 7: THE NORTH 420 ACRES (HUTCHINSON COUNTY, TEXAS) SVY: G&M, A-352, BLK M20, SEC 43 (POTTER COUNTY, TEXAS) SVY: G&M, A-1335, BLK M20, SEC 43: ALL (CARSON COUNTY, TEXAS) SVY: G&M, A-351, BLK M20, SEC 42: ALL (POTTER COUNTY, TEXAS) SVY: G&M, A-1334, BLK M20, SEC 42: ALL (CARSON COUNTY, TEXAS) SVY: G&M, A-382, BLK M20, SEC 38: ALL (POTTER COUNTY, TEXAS) SVY: G&M, A-455, BLK M20, SEC 33: E2 (POTTER COUNTY, TEXAS) SVY: G&M, A-456, BLK M20, SEC 39: ALL (POTTER COUNTY, TEXAS) SVY: G&M, A-353, BLK M20, SEC 44: ALL (POTTER COUNTY, TEXAS) SVY: G&M, A-1336, BLK M20, SEC 44: ALL (CARSON COUNTY, TEXAS) SVY: G&M, A-350, BLK M20, SEC 46: NW (POTTER COUNTY, TEXAS) SVY: G&M, A-349 & A-1332, BLK M20, SEC 45: NW (POTTER COUNTY, TEXAS) SVY: B&B, A-59, BLK Y2, SEC 11: SW (CARSON COUNTY, TEXAS) SVY: GB&CNG RR CO, A-1036, BLK Y2, SEC 15: W2 (MOORE COUNTY, TEXAS) SVY: H&TC RR CO, A-786, BLK 46, SEC 94: S2 (MOORE COUNTY, TEXAS) SVY: H&TC RR CO, A-14, BLK 46, SEC 93: N252 (MOORE COUNTY, TEXAS)	CARVER AREA WATERFLOOD UNIT #2 20 CARVER AREA WATERFLOOD UNIT #2 12 CARVER AREA WATERFLOOD UNIT #2 9 CARVER, W.A. 68 CARVER AREA WATERFLOOD UNIT #2 40 CARVER, W.A. 65 CARVER, W.A. 64 CARVER, W.A. B- 8 CARVER, W.A. 62 CARVER, W.A. 57 CARVER, W.A. 58 CARVER, W.A. 52 CARVER, W.A. 50 CARVER, W.A. 46 CARVER, W.A. 48 CARVER, W.A. 47 CARVER, W.A. 44 CARVER, W.A. 42 CARVER, W.A. 40D CARVER, W.A. 36 CARVER AREA WATERFLOOD UNIT #2 38 CARVER AREA WATERFLOOD UNIT #2 37 CARVER AREA WATERFLOOD UNIT #2 32 CARVER AREA WATERFLOOD UNIT #2 30 CARVER, W.A. 9 CARVER, W.A. 34 CARVER, W.A. 29	4223380879 4223380872 4223380869 4223333479 4223333463 4233333460 4223333458 4223333334 4223333277 4223333209 4223333206 4223332979 4223332959 4223332942 4223332940 4223332939 4223332899 4223332861 4223332803 4223332443 4223331988 4223331986 4223331424 4223330956 4223305911 4223305882 4223305881

Schedule EA
Part I

CAVALLO ENERGY LP	LINN ENERGY HOLDINGS LP	02/01/2007	208/444 (CARSON) 1408/1 (HUTCHINSON), 633/30 (MOORE), 3844/545 (POTTER)	N/A	CARSON HUTCHINSON MOORE POTTER	SEE LEGAL ABOVE	BIVINS A236 WARRICK A 8 WARRICK 4R CARVER, W.A. -B- 1 CARVER AREA WATERFLOOD UNIT #2 22 CARVER, W.A. 19 CARVER, W.A. 20 CARVER, W.A. 24 BIVINS B 7 BIVINS 13R CARVER, W.A. -B- 6 CARVER, W.A. -B- 2 CARVER, W.A. 25 CARVER AREA WATERFLOOD UNIT #2 12 CARVER AREA WATERFLOOD UNIT #2 5 CARVER, W.A. -A- 12 CARVER, W.A. 60 CARVER, W.A. 55 CARVER, W.A. 54 CARVER, W.A. 51 CARVER AREA WATERFLOOD UNIT #2 39 CARVER, W.A. 43 CARVER, W.A. 45 CARVER, W.A. 44 CARVER, W.A. 41 CARVER, W.A. 38 CARVER, W.A. 36	4237531690 4234132337 4234100846 4223382967 4223305858 4223305857 4223305853 4223305851 4206531973 4237500203 4223382972 4223382968 4223382298 4223380872 4223380866 4223333357 422333276 422333188 4223332993 422332980 4223332912 4223332901 4223332900 4223332899 4223332860 422332785 4223332443
CAVALLO ENERGY LP	LINN ENERGY HOLDINGS LP	02/01/2007	208/444 (CARSON) 1408/1 (HUTCHINSON), 633/30 (MOORE), 3844/545 (POTTER)	N/A	CARSON HUTCHINSON MOORE POTTER	SEE LEGAL ABOVE	CARVER AREA WATERFLOOD UNIT #2 31 CARVER AREA WATERFLOOD UNIT #2 33 CARVER, W.A. 11	4223331989 4223331585 4223305917
S B BURNETT	P H LNDERGIN ET AL	04/22/1919	21/423, 15/209	N/A	CARSON HUTCHINSON	SVY: I&GN RR CO, A-987, BLK 5, SEC 123: ALL, HUTCHINSON COUNTY, TEXASVY:	BURNETT 1	4206580418

Schedule EA
Part II

The following well, agreement and leases:

WELL NAME CAMPBELL 12
API 1509319004
WELL NO. 1100030

AGREEMENT

PARTY 1/AGMT NAME	PARTY 2	CONTRACT DATE	CONTRACT TYPE	RECORDING	COUNTY	STATE
THE FIN-KER OIL AND GAS PRODUCTION COMPANY	BEN BRACK	05/10/1946	JOINT OPERATING AGREEMENT	UNRECORDED	KEARNY	KS

LEASES

LESSOR	LESSEE	LEASE DATE	RECORDING INFO	COUNTY	STATE	LEGAL DESCRIPTION
EARL W CAMPBELL ET AL	JOE L MURPHY	05/18/1936	6/512	KEARNY	KS	T25S-R35W SEC 8: N2, TO THE EXTENT, BUT ONLY TO THE EXTENT, NECESSARY TO PRODUCE OIL, GAS AND OTHER HYDROCARBONS FROM THE CAMPBELL 12 (API 15-093-19004)
USA KSGLO09938	CARTER OIL COMPANY	11/01/1944	27/509	KEARNY	KS	T25S-R35W SEC 8: S2, TO THE EXTENT, BUT ONLY TO THE EXTENT, NECESSARY TO PRODUCE OIL, GAS AND OTHER HYDROCARBONS FROM THE CAMPBELL 12 (API 15-093-19004)

Schedule DTA

Delayed Transfer Assets

(See attached.)

[Schedule DTA – Delayed Transfer Assets]

SCHEDULE DTA – Delayed Transfer Assets

None.