

MID-CONTINENT ENERGY EXCHANGE

Oil & Gas Asset Auctions



Data Packet

Addington A1

Operated Lease in Morton County, KS

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- [Production](#)
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- [Outgoing Conveyance](#)



Lot Summary

County/State: Morton County, KS

Legal Description: Sec 31-32S-43W

Acres: 640

Lease Name: **Addington A1**

Asset Type: Operated Lease

Gross Working Interest: 64.27571%

Net Revenue Interest: 56.241235%

API: 15-129-10021

Lease #: 200092

Operator: Western Petroleum Partners, LLC

Disclaimer: Bidders must conduct their own due diligence prior to bidding at the auction. Bidders shall rely upon their own evaluations of the properties and not upon any representation either oral or written provided here. This is a summary of information provided by the seller to Mid-Continent Energy Exchange.



Production



**LARIO OIL & GAS COMPANY
MONTHLY GAS WELL REPORT**

LEASE Addington A

Prod. Well

1-31

Month

October

2022

DATE	WELL DATA							PRODUCTION			LINE	PLATE SIZE
	DOWN	CHOKE	F.T.P.	SEP.	SEP.	LINE	DIFF.	RATE	OIL	WATER		
	TIME	SIZE		PRESS.	TEMP.	PRESS.	"	MCFPD			REMARKS	
1	0		0			-3.8	13.6	23.3	0	0		
2	0		0			-3.8	11.8	22.9	0	0		
3	0		0			-3.7	7.6	23.2	0	0		
4	0		0			-3.8	11.6	24	0	0		
5	0		0			-3.8	13.2	23.4	0	0		
6	0		0			-3.8	12.4	23.1	0	0		
7	0		0			-3.7	11.8	23	0	0		
8	0		0			-3.9	13.3	22.8	0	0		
9	0		0			-3.8	12.9	23.1	0	0		
10	0		0			-3.8	12.5	23.2	0	0		
11	0		0			-3.5	12.1	22.4	0	0		
12	0		0			-3.8	12.6	23.5	0	0		
13	0		0			-3.8	13.2	22.9	0	0		
14	0		0			-3.8	12.9	22.8	0	0		
15	0		0			-3.8	13.2	22.7	0	0		
16	0		0			-3.7	12.9	22.8	0	0		
17	0		0			-3.9	12.4	22.9	0	0		
18	0		0			-3.8	12.4	22.9	0	0		
19	0		0			-3.9	12.6	22.9	0	0		
20	0		0			-3.9	12.8	23	0	0		
21	0		0			-3.9	12.3	22.9	0	0		
22	0		0			-3.9	12.4	22.9	0	0		
23	0		0			-3.8	12.6	23.1	0	0		
24	0		0			-3.8	12.3	23.1	0	0		
25	0		0			-3.8	12.1	22.5	0	0		
26	0		0			-3.8	12.4	22.7	0	0		
27	0		0			-3.7	12.6	22.8	0	0		
28	0		0			-3.5	12.1	22.9	0	0		
29	0		0			-3.8	12.2	22.5	0	0		
30	0		0			-3.7	12.0	22.3	0	0		
31	0		0			-3.8	12.1	22.4	0	0		
Total	0							688.5	0	0		

ELECTRICITY USED ON LEASE:

PRESENT READING

—

PREVIOUS READING

—

KWH USED FOR MONTH

—

Unusual Events During Month

WELL SOLD GAS FOR THE ENTIRE MONTH.



ADDINGTON 'A' 1 200092

Lease #: 200092

Lease and Production Information

State	County	Operator			
KS	MORTON	LARIO OIL & GAS COMPANY			
Location	Meridan	Quarter Call	Formation	Horizontal	Production Months
31-32S-43W	6th (west -96.28)		SHAWNEE GROUP	No	510
			Oil	Gas	
First Prod Date				1980-01-01	
Last Sale				2022-06-01	
Daily Rate				33.45	
MoM Change				372	
YoY Change				1702	
Cumulative				1686321	

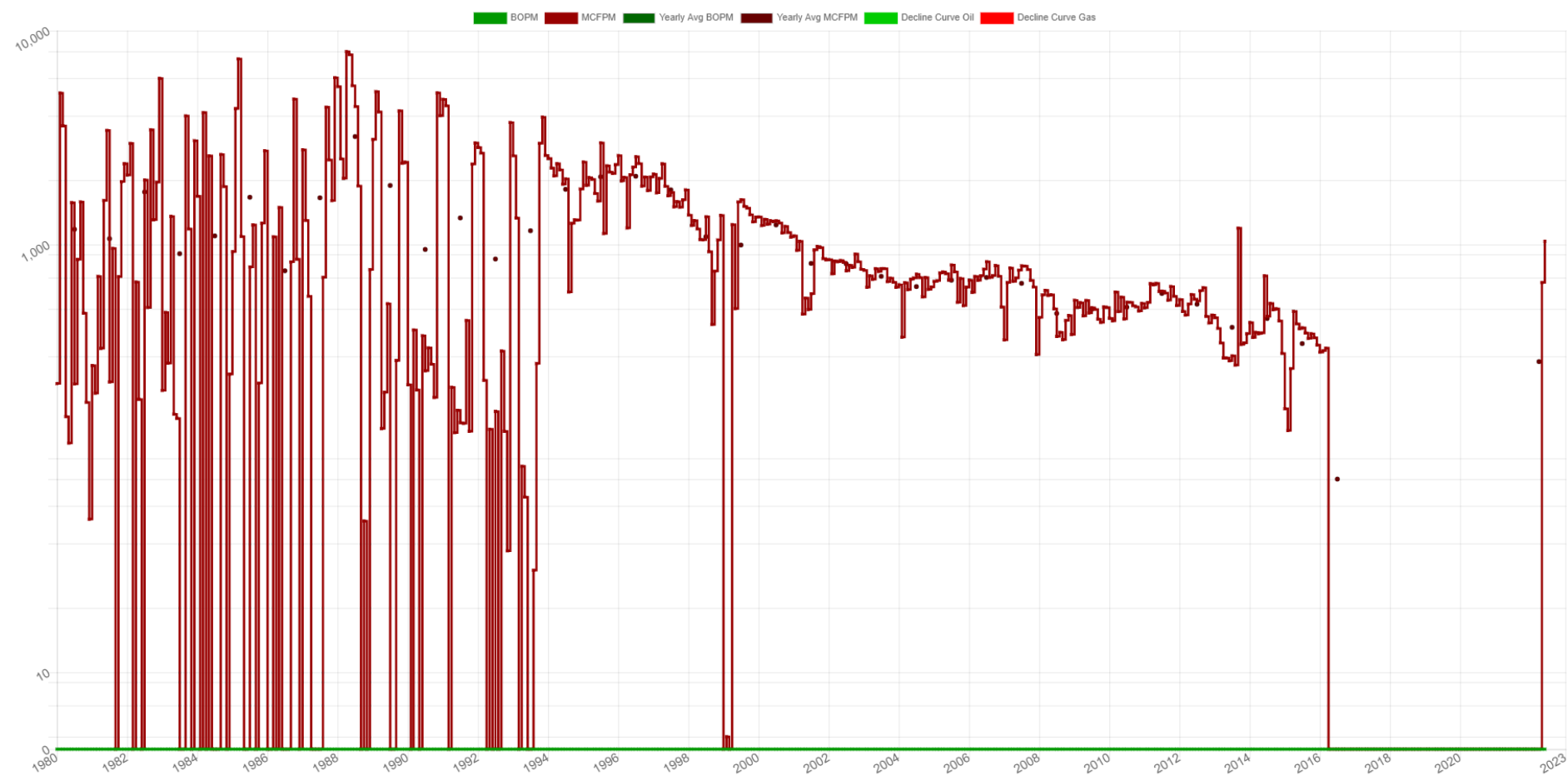
Production Snapshot

Annual Averages

Month	BOPM	MCFPM	Year	Avg BOPM	Avg MCFPM
07-2021			2013		410
08-2021			2014		451
09-2021			2015		344
10-2021			2016		80
11-2021			2022		284
12-2021					
01-2022					
02-2022					
03-2022					
04-2022					
05-2022		665			
06-2022		1037			
Average		851			



ADDINGTON 'A' 1 200092 - Production Plot





ADDINGTON 'A' 1 200092

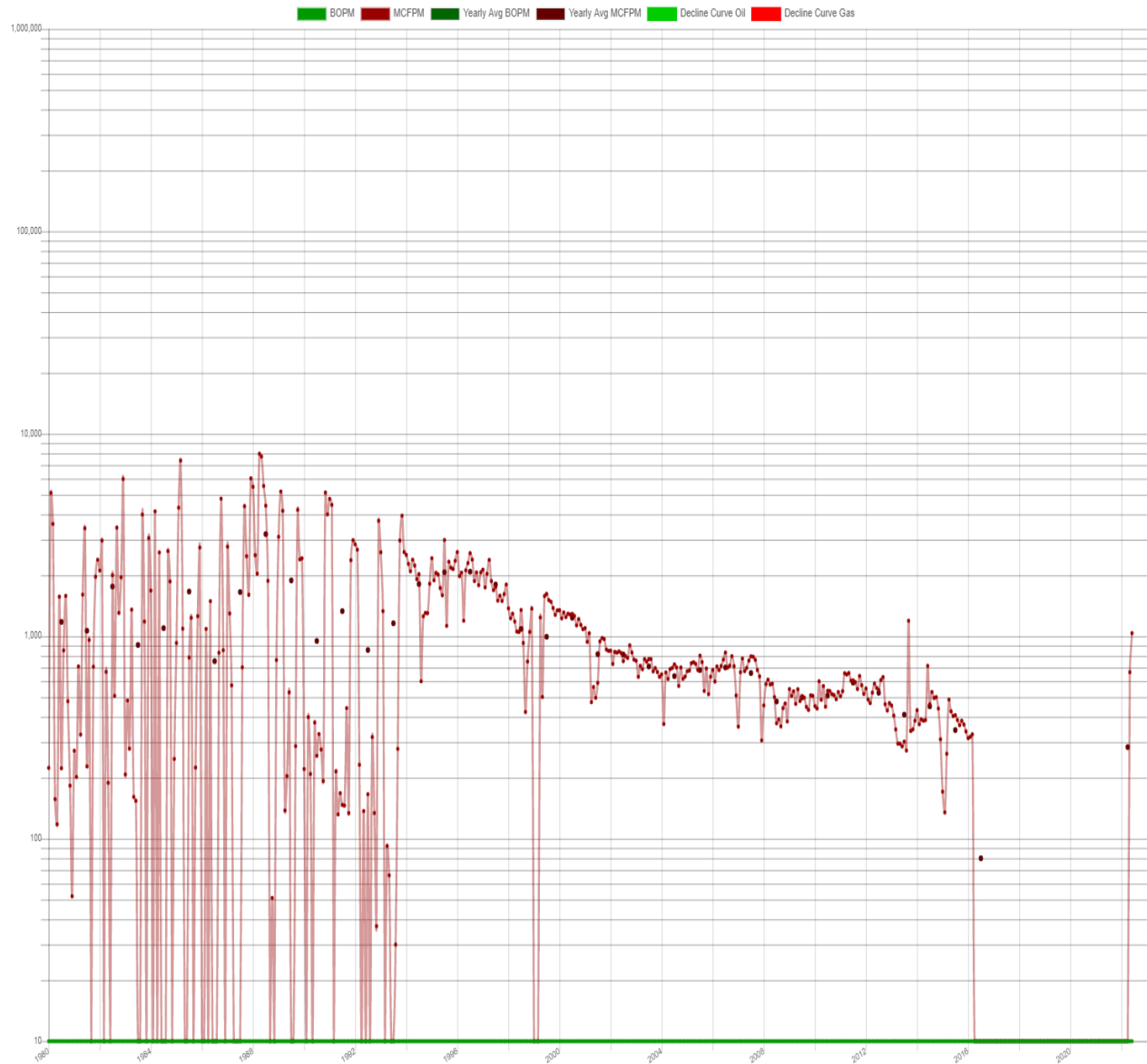
Associated Wells
Total Well Count: 1

Well Name	API		Operator			Type	Status
ADDINGTON 'A' 1	15129100210000		WESTERN PETROLEUM PARTNERS LLC			Gas P&A	Producing
Location	Spot		Foot-NS	Foot-EW	Foot-ref	Zone	
31-32S-43W	S2 SW NE		3029	-1992	SE	SHAWNEE GROUP	
Spud			Completion			First Production	
1956-12-26			1957-01-30				
Elevation	MD	TV-TD	Cmpl-Top	Cmpl-Btm	PBTD	Drill-Dir	Lateral
3631 KB		3150					



ADDINGTON 'A' 1 200092 - Lease # 200092

LARIO OIL & GAS COMPANY, SHAWNEE GROUP, 31-32S-43W, MORTON County



Production Snapshots

Oil Cum (Bo)		
Gas Cum (Mcf)		
		1,686,321
Month	Bopm	Mcfpm
07-2021		
08-2021		
09-2021		
10-2021		
11-2021		
12-2021		
01-2022		
02-2022		
03-2022		
04-2022		
05-2022		665
06-2022		1,037
Average	0	142

Year	Avg Bopm	Avg Mcfpm
2013		410
2014		451
2015		344
2016		80
2022		284

Well Snapshot




ADDINGTON 'A' 1 // 15129100210000 // Gas-P&A
1957-01-30 TD: 3150 // SHAWNEE GROUP

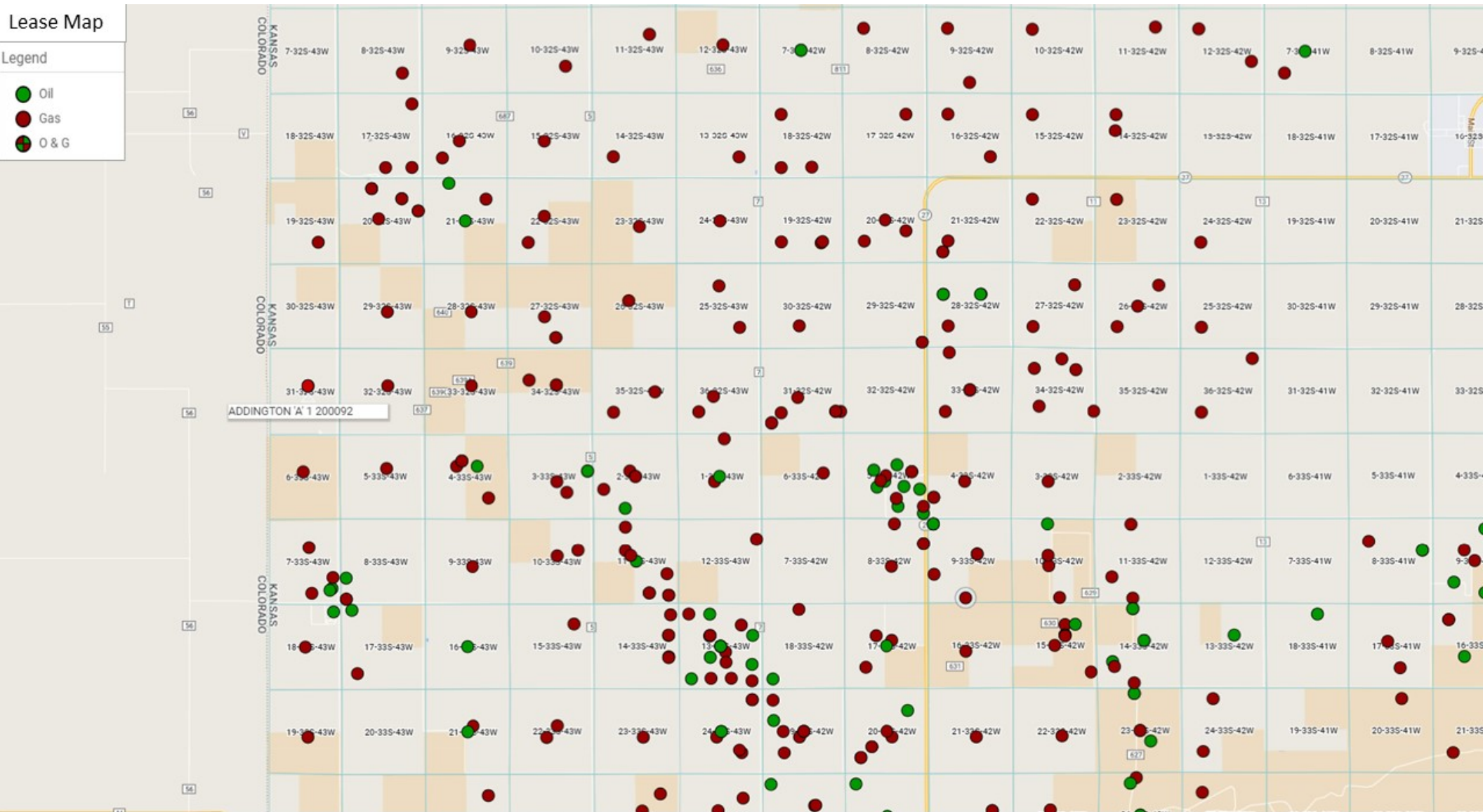


Maps



Legend

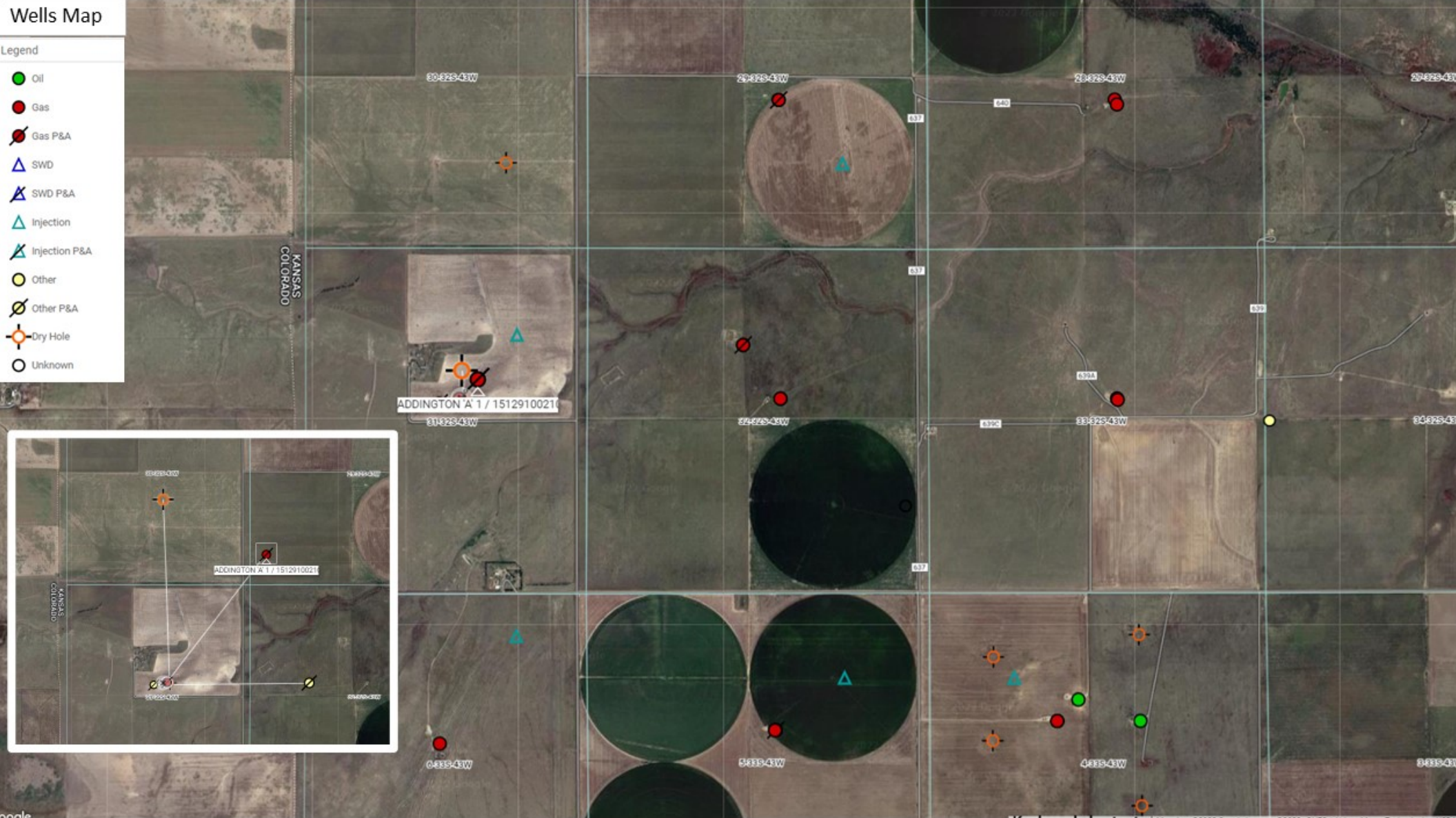
-  Oil
-  Gas
-  O & G



Wells Map

Legend

- Oil
- Gas
- Gas P&A
- SWD
- SWD P&A
- Injection
- Injection P&A
- Other
- Other P&A
- Dry Hole
- Unknown





Misc. Info



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: _____

Title: _____

Date: _____

Signature: _____

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

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

Date: _____

Authorized Signature

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

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

KDOR Lease No.: _____

* 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: _____

Recording requested by and
when recorded return to:

MCEE Land
PO Box 1984
Ardmore, OK 73042

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (hereinafter referred to as the "Assignment"), effective as of October 1, 2022, hereinafter referred to as the "Effective Time", is from Lario Oil & Gas Company, whose address is 301 S. Market Street, Wichita, KS, 67202, (hereinafter referred to as "Assignor"), to Western Petroleum Partners, LLC, whose address is 4925 S. Broadway Ave #1153, Wichita KS 67216 (hereinafter referred to as "Assignee");

WITNESSETH:

Assignor represents that it owns working interests in the oil and gas leases and the wells described in Exhibit A Parts 1 & 2, described herein as "Interests". It is Assignee's express intent to acquire 100% (100 percent) of Assignor's working interest in the "Interests" as they apply.

For valuable consideration, and the covenants and conditions set forth herein, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor hereby assigns, transfers, grants, bargains, sells and conveys to Assignee the following (all of which are herein referred to as the "Interests"):

1. An undivided 100% of Assignor's right, title and interest in and to the oil and gas leases described in Exhibit A, Part 1, attached hereto (the "Leases"), covering the lands described in Exhibit A (the "Land"), together with all the property and rights appurtenant or incident thereto, including without limitation (a) all rights of Assignor in oil, gas and associated substances and other minerals produced or producible from or attributable to the Leases or to any units, pooled areas or communitized areas that cover or include all or any portion of the Leases, and (b) all rights of Assignor in, to and under all operating agreements, exploration agreements, pooling or unitization agreements, farmout agreements, joint venture agreements, product purchase and sale contracts, pipeline and transportation agreements, processing and treatment agreements, leases, permits, rights-of-way, easements, licenses, options, orders, contracts and instruments in any relating to the Leases and the Land, and all amendments to any of the foregoing.

2. An undivided 100% of Assignor's right, title and interest in and to the certain wells described in Exhibit "A", Part 2, (herein referred to as the "Wells"), together with the personal property, fixtures, improvements and other property, whether real, personal, or mixed, now or as of the Effective Time on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, injection, treatment, sale or disposal of hydrocarbons and all other substances produced therefrom or attributable thereto, including without limitation well equipment, casing, tubing, tanks, rods, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, pumps, motors, machinery, injection facilities, disposal facilities, field separators and liquid extractors, compressors, pipelines, gathering systems, power line, telephone and telegraph lines, roads, equipment leases, trailers, inventory in storage and all other appurtenances thereunto belonging.

3. An undivided 100% of Assignor's interest in options, farmout agreements, exploration agreements and other agreements granting to Assignor the right to earn or otherwise acquire interests in the Wells.

TO HAVE AND TO HOLD the Interests unto Assignee, and its successors and assigns, forever. With respect to the Wells, personal property and equipment assigned hereby, this Assignment is made by Assignor and accepted by Assignee without representations, covenants or warranties as to title, either express or implied. This Assignment is executed by Assignor without

any express or implied warranty or representation as to the merchantability of any of the equipment or its fitness for any purpose, and without any other express or implied warranty or representation whatsoever. It is understood and agreed that Assignee shall have inspected the property and premises and satisfied itself as to its physical and environmental condition, both surface and subsurface, and that Assignee shall accept all of the same in its "as is, where is" condition. In addition, Assignor makes no warranty or representation, express or implied, as to the accuracy or completeness of any data, information or materials heretofore or hereafter furnished Assignee in connection with the Interests, or as to the quality or quantity of hydrocarbon reserves (if any) attributable to the Interests or the ability of the Interests to produce hydrocarbons. Any and all such data, information and other materials furnished by Assignor is provided Assignee as convenience and any reliance on or use of the same shall be at Assignee's sole risk.

By execution hereof, Assignee hereby assumes and agrees to pay and discharge or cause to be paid and discharged, from and after the Effective Time hereof, to perform or cause to be performed, all of Assignor's obligations and liabilities arising and attributable to times on or after Effective Time incurred in the ordinary course of the operation of the Interests on or after the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), instruments and other commitments to which the Interests are subject, and Assignor hereby agrees to pay and discharge or cause to be paid, performed and discharged, all obligations and liabilities arising and attributable to times before the Effective Time incurred in the ordinary course of the operation of the Interests before the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), pipeline construction, instruments and other commitments to which the Interests are subject. **As further consideration for this Assignment, Assignee expressly agrees to and does assume any and all liability and cost associated with the interest conveyed herein for the plugging and abandonment of the wells described in Exhibit "A", Part 2.**

Assignor will execute and deliver all such other additional instruments and documents and will do all such other acts and things as may be necessary more fully to assure to Assignee or its successors or assigns that all of the respective rights and interests herein and hereby granted or intended to be granted are granted.

By its acceptance of the terms of this Assignment and Bill of Sale, Assignee shall comply with and does hereby assume and agree to perform as to matters attributable to times on and after the Effective Time, Assignee's proportionate part of all express and implied covenants, obligations and reservations contained in the Leases, and the Interests assigned herein are subject to and shall bear their proportionate share of all of existing recorded lease burdens, overriding royalty interests and payments out of production relating to the Leases as of the Effective Time.

The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns

Executed this 5th day of October 2022, however, to be effective for all purposes as of the Effective Time.

LARIO OIL & GAS COMPANY, Assignor

WESTERN PETROLEUM PARTNERS,
LLC, Assignee

By: 

By: 

Name: Michael O'Shaughnessy *pro's*

Name: David William Gadbois

Title: ~~CEO~~ *pro's*

Title: Owner

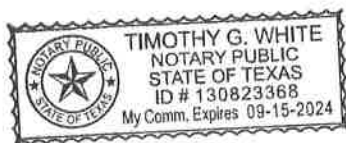
Ryan P. O'Shaughnessy *pro's*
PRESIDENT

ACKNOWLEDGEMENT

STATE OF TEXAS }
COUNTY OF Tarrant }

The foregoing instrument was acknowledged before me this 26 day of September, 2022, by David William Gadbois, as Owner of Western Petroleum Partners, LLC, a Kansas limited liability company, on behalf of said company.

Witness my hand and official seal.



[Signature]
Notary Public State of Texas
Timothy G. White
My commission expires 09/15/2024

ACKNOWLEDGEMENT

STATE OF Colorado }
COUNTY OF Denver }

The foregoing instrument was acknowledged before me this 5 day of October, 2022, by Michael O'Shaughnessy, as CEO of Lario Oil & Gas Company, a Delaware corporation, on behalf of said corporation. Michael O'Shaughnessy KE President

Witness my hand and official seal.



Kristina Jade Gatehouse
Notary Public State of Colorado
KGatehouse
My commission expires 9/1/2026

EXHIBIT "A"
PART 1

Attached to and made a part of that certain Assignment and Bill of Sale, effective as of October 1, 2022 between Lario Oil & Gas Company and Western Petroleum Partners, LLC.

Lario Lease Number: 01558
Lease Date: February 20, 1953.
Lessor: J.F. Ryman and Theresa Ryman, husband and wife.
Lessee: Globe Oil and Refining Company.
Recorded: March 18, 1953 in Bk. 17, Pg. 278, Morton County, KS.
Description: Sec. 31: SE/4, Township 32S, Range 43W, Morton County, KS, and containing 160 acres, more or less.

Lario Lease Number: 10247
Lease Date: July 22, 1948.
Lessor: Claude Addington, a single man.
Lessee: J.E. Beymer.
Recorded: September 6, 1948 in Bk. 14, Pg. 335, Morton County, KS.
Description: Sec. 31: NE/4, Township 32S, Range 43W, Morton County, KS, and containing 160 acres, more or less.

Lario Lease Number: 10248
Lease Date: May 13, 1953.
Lessor: Kathryn G. Lathrop and Charles H. Lathrop, her husband.
Lessee: Amerada Petroleum Corporation.
Recorded: June 8, 1953 in Bk. 17, Pg. 531, Morton County, KS.
Description: Sec. 31: Lot 1 and E/2NW/4, Township 32S, Range 43W, Morton County, KS, and containing 117 acres, more or less.

Lario Lease Number: 10249
Lease Date: March 4, 1948.
Lessor: Ella Waller, a widow, c/o Waller Brothers Stone Company.
Lessee: J.D. Long.
Recorded: December 16, 1948 in Bk. 14, Pg. 354, Morton County, KS.
Description: Sec. 31: Lot 2 and E/2SW/4, Township 32S, Range 43W, Morton County, KS, and containing 118.87 acres, more or less.

ALL THE ABOVE LANDS LOCATED IN MORTON COUNTY, KANSAS.

EXHIBIT "A"
PART 2

Attached to and made a part of that certain Assignment and Bill of Sale, effective as of October 1, 2022 between Lario Oil & Gas Company and Western Petroleum Partners, LLC.

WELLS:

1. Addington A 1



Conveyance Document

Please note the following draft deed/assignment has been prepared by the seller in advance of sale. The successful buyer agrees to accept title to the lots pursuant to said deeds or assignments. Seller shall not be obligated or required to modify or change said deeds or assignments unless a correction is required to properly convey the interests being sold.

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (hereinafter referred to as the "Assignment"), effective as of _____, 2022, hereinafter referred to as the "Effective Time", is from Western Petroleum Partners LLC, whose address is 123 Whitney Court, Windsor, Colorado 80550 (hereinafter referred to as "Assignor"), to _____, whose address is _____ (hereinafter referred to as "Assignee");

WITNESSETH:

Assignor represents that it owns working interests in the oil and gas leases and the wells described in Exhibit A Parts 1 & 2, described herein as "Interests". It is Assignee's express intent to acquire 100% (100 percent) of Assignor's working interest in the "Interests" as they apply.

For valuable consideration, and the covenants and conditions set forth herein, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor hereby assigns, transfers, grants, bargains, sells and conveys to Assignee the following (all of which are herein referred to as the "Interests"):

1. An undivided 100% of Assignor's right, title and interest in and to the oil and gas leases described in Exhibit A, Part 1, attached hereto (the "Leases"), covering the lands described in Exhibit A (the "Land"), together with all the property and rights appurtenant or incident thereto, including without limitation (a) all rights of Assignor in oil, gas and associated substances and other minerals produced or producible from or attributable to the Leases or to any units, pooled areas or communitized areas that cover or include all or any portion of the Leases, and (b) all rights of Assignor in, to and under all operating agreements, exploration agreements, pooling or unitization agreements, farmout agreements, joint venture agreements, product purchase and sale contracts, pipeline and transportation agreements, processing and treatment agreements, leases, permits, rights-of-way, easements, licenses, options, orders, contracts and instruments in any relating to the Leases and the Land, and all amendments to any of the foregoing.

2. An undivided 100% of Assignor's right, title and interest in and to the certain wells described in Exhibit "A", Part 2, (herein referred to as the "Wells"), together with the personal property, fixtures, improvements and other property, whether real, personal, or mixed, now or as of the Effective Time on, appurtenant to, or used or obtained by Assignor in connection with the Wells or with the production, injection, treatment, sale or disposal of hydrocarbons and all other substances produced therefrom or attributable thereto, including without limitation well equipment, casing, tubing, tanks, rods, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, pumps, motors, machinery, injection facilities, disposal facilities, field separators and liquid extractors, compressors, pipelines, gathering systems, power line, telephone and telegraph lines, roads, equipment leases, trailers, inventory in storage and all other appurtenances thereunto belonging.

3. An undivided 100% of Assignor's interest in options, farmout agreements, exploration agreements and other agreements granting to Assignor the right to earn or otherwise acquire interests in the Wells.

TO HAVE AND TO HOLD the Interests unto Assignee, and its successors and assigns, forever. With respect to the Wells, personal property and equipment assigned hereby, this Assignment is made by Assignor and accepted by Assignee without representations, covenants or warranties as to title, either express or implied. This Assignment is executed by Assignor without any express or implied warranty or representation as to the merchantability of any of the equipment or its fitness for any purpose, and without any other express or implied warranty or representation whatsoever. It is understood and agreed that Assignee shall have inspected the property and premises and satisfied itself as to its physical and environmental condition, both surface and subsurface, and that Assignee shall accept all of the same in its "as is, where is" condition. In addition, Assignor makes no warranty or representation, express or implied, as to the accuracy or completeness of any data, information or materials heretofore or hereafter furnished Assignee in connection with the Interests, or as to the quality or quantity of hydrocarbon reserves (if any) attributable to the Interests or the ability of the Interests to produce hydrocarbons. Any and all

such data, information and other materials furnished by Assignor is provided Assignee as convenience and any reliance on or use of the same shall be at Assignee’s sole risk.

By execution hereof, Assignee hereby assumes and agrees to pay and discharge or cause to be paid and discharged, from and after the Effective Time hereof, to perform or cause to be performed, all of Assignor’s obligations and liabilities arising and attributable to times on or after Effective Time incurred in the ordinary course of the operation of the Interests on or after the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), instruments and other commitments to which the Interests are subject, and Assignor hereby agrees to pay and discharge or cause to be paid, performed and discharged, all obligations and liabilities arising and attributable to times before the Effective Time incurred in the ordinary course of the operation of the Interests before the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), pipeline construction, instruments and other commitments to which the Interests are subject. **As further consideration for this Assignment, Assignee expressly agrees to and does assume any and all liability and cost associated with the interest conveyed herein for the plugging and abandonment of the wells described in Exhibit “A”, Part 2.**

Assignor will execute and deliver all such other additional instruments and documents and will do all such other acts and things as may be necessary more fully to assure to Assignee or its successors or assigns that all of the respective rights and interests herein and hereby granted or intended to be granted are granted.

By its acceptance of the terms of this Assignment and Bill of Sale, Assignee shall comply with and does hereby assume and agree to perform as to matters attributable to times on and after the Effective Time, Assignee’s proportionate part of all express and implied covenants, obligations and reservations contained in the Leases, and the Interests assigned herein are subject to and shall bear their proportionate share of all of existing recorded lease burdens, overriding royalty interests and payments out of production relating to the Leases as of the Effective Time.

The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns

Executed this _____ day of _____ 2022, however, to be effective for all purposes as of the Effective Time.

WESTERN PETROLEUM PARTNERS LLC, Assignor _____, Assignee

By: _____ By: _____

Name: David William Gadbois Name: _____

Title: CEO Title: _____

ACKNOWLEDGEMENT

STATE OF KANSAS }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, as _____ of _____, a _____ corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public State of _____

My commission expires _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____,
2022, by David William Gadbois, as CEO of Western Petroleum Partners LLC, on behalf of said corporation.

Witness my hand and official seal.

Notary Public State of _____

My commission expires _____

EXHIBIT "A"
PART 1

Attached to and made a part of that certain Assignment and Bill of Sale, effective as of _____,
2022 between Western Petroleum Partners LLC, and _____

Lario Lease Number: 01558
Lease Date: February 20, 1953.
Lessor: J.F. Ryman and Theresa Ryman, husband and wife.
Lessee: Globe Oil and Refining Company.
Recorded: March 18, 1953 in Bk. 17, Pg. 278, Morton County, KS.
Description: Sec. 31: SE/4, Township 32S, Range 43W, Morton County, KS, and containing 160 acres, more or less.

Lario Lease Number: 10247
Lease Date: July 22, 1948.
Lessor: Claude Addington, a single man.
Lessee: J.E. Beymer.
Recorded: September 6, 1948 in Bk. 14, Pg. 335, Morton County, KS.
Description: Sec. 31: NE/4, Township 32S, Range 43W, Morton County, KS, and containing 160 acres, more or less.

Lario Lease Number: 10248
Lease Date: May 13, 1953.
Lessor: Kathryn G. Lathrop and Charles H. Lathrop, her husband.
Lessee: Amerada Petroleum Corporation.
Recorded: June 8, 1953 in Bk. 17, Pg. 531, Morton County, KS.
Description: Sec. 31: Lot 1 and E/2NW/4, Township 32S, Range 43W, Morton County, KS, and containing 117 acres, more or less.

Lario Lease Number: 10249
Lease Date: March 4, 1948.
Lessor: Ella Waller, a widow, c/o Waller Brothers Stone Company.
Lessee: J.D. Long.
Recorded: December 16, 1948 in Bk. 14, Pg. 354, Morton County, KS.
Description: Sec. 31: Lot 2 and E/2SW/4, Township 32S, Range 43W, Morton County, KS, and containing 118.87 acres, more or less.

ALL THE ABOVE LANDS LOCATED IN MORTON COUNTY, KANSAS.

**EXHIBIT “A”
PART 2**

Attached to and made a part of that certain Assignment and Bill of Sale, effective as of _____,
2022 between Western Petroleum Partners LLC and _____.

WELLS:

1. Addington A 1