KOLAR Document ID: 1470538

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form T-1 July 2014 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:	ttea with this form.							
Oil Lease: No. of Oil Wells**	Effective Date of Transfer: KS Dept of Revenue Lease No.:							
Gas Lease: No. of Gas Wells**								
Gas Gathering System:	Lease Name:							
Saltwater Disposal Well - Permit No.:								
Spot Location: feet from N / S Line feet from E / W Line	SecTwp R E W Legal Description of Lease:							
Enhanced Recovery Project Permit No.:								
Entire Project: Yes No	County:							
Number of Injection Wells**								
Field Name:	Production Zone(s):							
** Side Two Must Be Completed.	Injection Zone(s):							
Surface Pit Permit No.:	feet from N / S Line of Section feet from E / W Line of Section Haul-Off Workover Drilling							
Past Operator's License No	Contact Person:							
Past Operator's Name & Address:	Phone:							
i asi Operator s marrie a Address.								
	Date:							
Title:	Signature:							
New Operator's License No.	Contact Person:							
New Operator's Name & Address:	Phone:							
	Oil / Gas Purchaser:							
	Date:							
Title	Signature:							
Title:	Signature.							
Acknowledgment of Transfer: The above request for transfer of injection noted, approved and duly recorded in the records of the Kansas Corporation Commission records only and does not convey any ownership interest in the	Commission. This acknowledgment of transfer pertains to Kansas Corporation							
is acknowledged as	is acknowledged as							
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pil							
Permit No.: Recommended action:	permitted by No.:							
Date:	Date:							
Authorized Signature	Authorized Signature							
DISTRICT EPR	PRODUCTION UIC							

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Side Two

Must Be Filed For All Wells

KDOR Lease	No.:		_								
* Lease Name:		* Location:									
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)						
		<i>Circle</i> FSL/FNL	Circle FEL/FWL								
		FSL/FNL	FEL/FWL		_						
		FSL/FNL	FEL/FWL								
		FSL/FNL	FEL/FWL								
		FSL/FNL	FEL/FWL								
		FSL/FNL	FEL/FWL								
		FSL/FNL	FEL/FWL								
		FSL/FNL	FEL/FWL								
		FSL/FNL	FEL/FWL								
		FSL/FNL	FEL/FWL								
		FSL/FNL	FEL/FWL								
		FSL/FNL	FEL/FWL								
		FSL/FNL	FEL/FWL								
		FSL/FNL	FEL/FWL								
			FEL/FWL								
			FEL/FWL								
			FEL/FWL								
			FEL/FWL								
		FSL/FNL									
		FSL/FNL									
			FEL/FWL		-						
			FEL/FWL								
		FSL/FNL	FEL/FWL								

A separate sheet may be attached if necessary

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

KOLAR Document ID: 1470538

Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB	3-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)							
OPERATOR: License #	Well Location:							
Name:	· — — —							
Address 1:								
Address 2:								
City: State: Zip:+	the lease below.							
Contact Person:								
Phone: () Fax: ()	_							
Email Address:	_							
Surface Owner Information:								
Name:								
Address 1:	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							
Address 2:								
City: State: Zip:+	_							
	tank batteries, pipelines, and electrical lines. The locations shown on the plated on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.							
owner(s) of the land upon which the subject well is or will be	ce Act (House Bill 2032), I have provided the following to the surface be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form rm being filed is a Form C-1 or Form CB-1, the plat(s) required by this ex, and email address.							
KCC will be required to send this information to the surface	I acknowledge that, because I have not provided this information, the e owner(s). To mitigate the additional cost of the KCC performing this ress of the surface owner by filling out the top section of this form and he KCC, which is enclosed with this form.							
If choosing the second option, submit payment of the \$30.00 handl form and the associated Form C-1, Form CB-1, Form T-1, or Form C	lling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.							
I hereby certify that the statements made herein are true and correct	ct to the best of my knowledge and belief.							
Date: Signature of Operator or Agent:	Title:							

AGREEMENT, BILL OF SALE, AND CONVEYANCE

This agreement, bill of sale, and conveyance (hereinafter "Agreement") is entered into by and between BLB OIL, LLC; BLUE STEM OIL & GAS, LLC; BPDOG, LLC; WILLIAM P. BRADY; BUFFALO CREEK OIL & GAS LLC; LEON O. BUTNER TRUST; CAROTHERS BROTHERS; EUGENE H CAROTHERS; KENNETH R. CAROTHERS; JORDAN & EMMA DISKIN; FANNING TWO ENTERPRISES, LLC; THREE TREES, LLC; GREGORY J. GLEASON; PHILIP B. & ISOBEL HARTLEY TRUST; DAVID & SARA HAYES; DICK HESS FAMILY TRUST #2; KENTON STEWART TRUST FBO JAMES, LLC; KENTON STEWART TRUST FBO JAN LLC; JETT RINK, LLC; MMR, MOHICAN PETROLEUM, INC.; NOLAN PROPERTIES, INC.; OIL PRODUCERS, INC. OF KANSAS; PICKRELL DRILLING CO.; PLIMENIK ESTABLISHMENT; DONALD D. SBARRA REVOCABLE TRUST; SINCLAIR LINKS LLC; KENTON J STEWART REVOCABLE MINERAL TRUST; SWANEE JOHNSON; LLC; TRUE GRIT ENERGY, INC.; TURKEY BEARD PETROLEUM, INC.; WHITE TRUST PROPERTIES, INC. (collectively hereinafter "SELLERS"), with a mailing address of "in care of" Oil Producers, Inc. of Kansas, 1710 Waterfront Parkway, Wichita, Kansas 67206, and TERENCE D. AND TAMRA J. UNRUH (hereinafter "BUYER"), with a mailing address of 9271 R Street, Greensburg, KS 67054, on this 1st day of September 2019 (hereinafter the "Effective Date").

RECITALS:

A. SELLERS are the owner and operator of an Oil and Gas Lease dated May 27, 1965, between Joe Kendall and June L. Kendall, husband and wife, lessors and P.M. Hedrick, lessee, covering the Northwest Quarter (NW/4) of Section 34, Township 29 South, Range 19 West, Kiowa County, Ks., and recorded in Book 9, Page 32 of the records of said County.

Oil and Gas Lease dated June 3, 1965, between L.N. Thorn and Fay Thorn, his wife, lessors and P.M. Hedrick, lessee, insofar and only insofar as said lease covers the Northeast Quarter (NE/4) and the Southwest Quarter (SW/4) of Section 34, Township 29 South, Range 19 West, Kiowa County, Kansas And recorded in Book 9, Page 49 of the records of said County.

Oil and Gas Lease dated May 27, 1965, between Louise Karoline Smith and Henry C. Smith, her husband, lessors and P.M. Hedrick, lessee, insofar and only insofar as said lease covers the Southeast Quarter (SE/4) of Section 34, Township 29 South, Range 19 West, Kiowa County, Kansas And recorded in Book 9, Page 48 of the records of said County.

- B. SELLERS are the owner of all tangible personal property, equipment, fixtures, and improvements currently on the Smith Unruh Gas Unit that relate to the Operation of the Smith Unruh #1 & #2 and VB Smith #1 wells. SELLERS desire to convey said property to BUYER.
- C. BUYER desires to buy SELLERS' personal property, equipment, fixtures, and improvements currently on the Smith Unruh Gas Unit that relate to the operation of the Smith Unruh #1 & #2 and the VB Smith #1 wells.
- D. Both parties agree that by entering this Agreement, BUYER will assume any and all obligations imposed by law on SELLERS as operator of the Smith Unruh Gas Unit, including but not limited to plugging obligations on the Smith Unruh #1 & #2 and VB Smith #1 wells.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SELLERS and BUYER agree as follows:

- 1. SELLERS do hereby grant, bargain, sell, convey, assign, transfer, set over, and deliver unto BUYER all of SELLERS' right, title, and interest in and to the following property related to operation of the Smith Unruh #1 & #2 and the VB Smith #1 wells on the Smith Unruh Gas Unit:
 - a. All tangible personal property, equipment, fixtures, and improvements, including but not limited to, well heads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, gathering lines, flow lines, gas lines, gas processing and compression facilities, water lines, vessels, tanks, boilers, separators, fixtures, platforms, machinery, tools, treating equipment, compressors and other equipment, pipelines, gas gathering systems, power lines, telephone and telegraph lines, transportation and communication facilities, and other appurtenances situated upon the lands covered by the Smith Unruh Gas Unit or used or obtained in connection with the past production, treating, storing, transportation or marketing of oil, gas, and other hydrocarbons or minerals therefrom.
- 2. Without limiting the express provisions hereof, BUYER specifically agrees that SELLERS are conveying the equipment described in paragraph 1.a. on an "as is, where is, with all faults" basis and without representation or warranty, either express, implied at common law, by statute or otherwise, or statutory, all of which SELLERS hereby disclaims, relating to title, transferability, fitness for any particular purpose, merchantability, design or quality, compliance with specifications or conditions regarding operation, freedom from patent or trademark infringement, absence of latent defects or any other matter whatsoever. The provisions of this section have been negotiated by BUYER and SELLERS after due consideration and are intended to be a complete exclusion and negation of any representations or warranties of SELLERS, either express, implied or statutory, with respect to the equipment that may arise pursuant to any law now or hereafter in effect or otherwise, except as expressly set forth herein.
- 3. SELLERS do hereby release all operating rights and other mineral rights of every nature in and to the Smith Unruh Gas Unit.
- 4. BUYER agrees to indemnify and hold SELLERS harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character arising out of, incident to, or in connection with the use, occupancy, operation or abandonment of the Smith Unruh Gas Unit, or the maintenance, use, handling or resale of the property listed in paragraph 1.a. that arises after the Effective Date.
- 5. At such time as it may be required by law, BUYER, at his sole risk and expense will plug and abandon the Smith Unruh #1 & #2 and the VB Smith #1 wells and restore the premises in accordance with all local, state and federal laws, rules and regulations. BUYER hereby agrees to indemnify SELLERS for any claims made against or costs sought to be imposed on SELLERS related to plugging requirements of the Smith Unruh #1 & #2 and the VB Smith #1 wells subsequent to the Effective Date.
- 6. SELLERS and BUYER hereby mutually agree to release each other from any claims pertaining to the operations of the well other than as set forth above or herein.
- 7. This Agreement shall be binding on SELLERS and BUYER and their respective successors and assigns.
- 8. This Agreement may be executed by BUYER and SELLERS in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

SELLER:				
OIL PRODUCERS, INC. OF K	ANSAS			
-M1 0				
Melody C. Pletcher, Chief Operat	ing Officer			
			•	
Corp	porate or Trus	st Acknowledg	ment	
STATE OF KANSAS)) ss.			
COUNTY OF SEDGWICK)			•
Before me, the undersigned, a No day of September, 2019, personal identical person who executed the Producers Inc of Kansas and acknowluntary act and deed, for the use	ly appeared M e within forego nowledged to n	elody C. Fletcheing instrument, ne that she exec	er, to me know as Chief Oper uted the same	n to be the ating Officer of Oi
IN WITNESS WHEREO official seal the day and year first			fficial signatu	are and affixed my
official scal the day and year mist	above written.	Maxle	es D Da	
My commission expires: 3-28	-23	Notary Pub	lic	
SELLER:		My	MARSHALL R Notary Public - St Appt. Expires 3 - 2	ALE OI LATISES!
THREE TREES, LLC				
Melody Fletcher, Managing Partn	ner			
	v.			
Corp	porate or Trus	st Acknowledg	ment	
STATE OF	-)) ss.			•
COUNTY OF	_)			
Before me, the undersigned, a No day of September, 2019, persona person who executed	lly appeared N	Ielody Fletcher	, to me knowi	te, on this n to be the identication instrument, a
Managing Partner of Three Trees her free and voluntary act and dee	s, LLC and acl	cnowledged to	me that she ex	ecuted the same a
IN WITNESS WHEREO official seal the day and year first	,		fficial signati	are and affixed my
		 Notary Pub		



Limited Liability Company 50 Annual Report KANSAS SECRETARY OF STATE

Memorial Hall, 1st Floor 120 S.W. 10th Avenue Topeka, KS 66612-1594

(785) 296-4564 kssos@ks.gov www.sos.ks.gov

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FILED BY KS SOS 05-15-2019 1 11:03:59 AM FILE#: 3221587



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1. 	Business entity ID #	This is not the Federal Number (FEIN).	Employer ID	3221587	•				
2. 	LLC name (17-76,139(a)(1))	Must match name on Kansas Secretary of S		SIERRA	MADR	E, LLC	£.		
3. 	Tax closing date	Month 12	Year 2018	4. Sta	te of c	organization	Ansas		
5. Name and address of each member who owns 5% or more of capital (Kansas LLC only) If additional space is needed,		SEE STATEMENT 4			Address State ZIP Country				
	please provide attachment. (17-76,139(a)(2))	Name City Name			Addres Addres	ZIP	Country		
		City			State	ZIP	Country		
	6. Federal Employer Identification Number (FEIN) (Not required) 48 1248239								
Sigr	I declare under penalt correct. (17-76, 1896) nature of Authorized Person the of Signer (printed or wheel)		ant to the I	aws of the	state (of Kansas tha	t the foregoing is true and		
	AMES GREY)			<u> </u>		Phone Number (Not required) 620-546-5767		

K.S.A. 17-76, 139 Rev. 7/6/17 tc

852121 04-01-18

FORM LC	MEMBE	RS WHO	NWO (MORE	THAN	5%	OF	CAPITAL	STATEMENT
NAME ADDRESS CITY STATE ZIP COUNTRY	DALLAS PRESTON 321 N. WALNUT MEDICINE LODGE KS 67104 USA								
NAME ADDRESS CITY STATE ZIP COUNTRY	TERRY UNRUH RT 1, BOX 22 GREENSBURG KS 67054 USA								
NAME ADDRESS CITY STATE ZIP COUNTRY	JAMES GREY 8520 25TH AVENUM GREENSBURG KS 67054 USA	JE							