# KOLAR Document ID: 1482067

KANSAS CORPORATION COMMISSION
<b>OIL &amp; GAS CONSERVATION DIVISION</b>

REQUEST FOR CHAI	
TRANSFER OF INJECTION Form KSONA-1, Certification of Compliance with	
Check Applicable Boxes: MUST be submitte	
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:
Gas Gathering System:	Lease Name:
Saltwater Disposal Well - Permit No.:	
Spot Location:	R E W Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells **	Production Zone(s):
Field Name:	
** 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:
	Date:
Title:	Signature:
New Operator's License No.	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
	Date:
Title:	
Acknowledgment of Transfer: The above request for transfer of injection and noted, approved and duly recorded in the records of the Kansas Corporation C	
Commission records only and does not convey any ownership interest in the at	
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 pit
Permit No.: Recommended action:	permitted by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR PI	

Side Two

#### Must Be Filed For All Wells

* Lease Name:			* Location:		
Well No.	API No. (YR DRLD/PRE '67)		Footage from Section Line (i.e. FSL = Feet from South Line)		Well Status (PROD/TA'D/Abandoned)
		<i>Circle</i> FSL/FNL	<i>Circle</i> 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		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FOL/FINL			

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.

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# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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 #	Well Location:			
Name:				
Address 1:	County:			
Address 2:	Lease Name: Well #:			
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of			
Contact Person:	the lease below:			
Phone: ( ) Fax: ( )				
Email Address:				
Surface Owner Information:				
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional			
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:	county, and in the real estate property tax records of the county treasurer.			
City: State: Zip:+				

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

#### Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

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

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

Date: \_\_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_\_

# ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS

**COUNTY OF HAMILTON** 

## KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated EFFECTIVE November1, 2019, is made from Wanda Smith (the "Assignor"), to ELM III, LLC, an Oklahoma Limited Liability Corporation, whose mailing address is 1249 East 33rd, Edmond, OK 73013 (the "Assignee").

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, transfer, convey, set over, assign and deliver unto Assignee, its successors and assigns, effective for all purposes as of the Effective Time and subject to the matters set forth herein, the Assets.

A. The oil, gas and/or mineral leases specifically described in <u>Exhibit A</u> (the "<u>Leases</u>"), and all rights to produce hydrocarbons in and from the wells described in <u>Exhibit A</u> and the oil, gas and other hydrocarbons (the "<u>Hydrocarbons</u>"), including all rights in any pooled, unitized or communitized acreage by virtue of the Lands or Leases being a part thereof and all Hydrocarbons produced from the pool or unit allocated to any such wellbore.

B. The wells specifically described in Exhibit A (the "Wells"), together with all other oil and gas wells and all water, injection and disposal wells on the Lands or on lands pooled, communitized or unitized therewith, whether producing, shut-in or temporarily abandoned, and all personal property, equipment, fixtures, improvements, permits, water discharge permits, gathering lines, rights-of-way and easements located on the Lands or used in connection with the production, gathering, treatment, processing, storing, transportation, sale or disposal of Hydrocarbons or water produced from the properties and interests described in Section A above;

C. The unitization agreements, operating agreements and unit operating agreements and all other such agreements relating to the properties and interests described in Sections A and B above and to the production of Hydrocarbons, if any, specifically attributable to said properties and interests, (the "<u>Contracts</u>") but excluding any contracts, agreements or instruments to the extent transfer would result in a violation of applicable law or is subject to a Required Consent that is not waived by Assignee or obtained or otherwise satisfied by Assigner;

TO HAVE AND TO HOLD the Assets, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

Assignee hereby accepts the assignment of the Assets and hereby assumes, and agrees to defend, indemnify and hold harmless Assignor from and against, any and all Claims (as defined below) attributable to or resulting from the ownership or operation of the Assets, whether arising before or after the date of this Assignment. For purposes hereof, "<u>Claims</u>" means any and all demands, losses, liabilities, damages, obligations, expenses, fines, penalties, costs, claims, causes of action and judgments for: (a) breaches of contract; (b) loss or damage to property, injury to or death of persons (including illness and disease), and other tortious injury; (c) violations of applicable laws, rules, regulations, orders or any other legal right or duty actionable at law or equity; and (d) attorneys' fees, court costs, and other costs resulting from the investigation or defense of any Claim described in the preceding clauses (a) through (c).

Nothing in this Assignment shall provide any benefit to any third party or entitle any thirty party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties hereto that this Assignment shall otherwise not be construed as a third party beneficiary contract.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Assignment, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, this Assignment is executed by the parties on the date of their respective acknowledgments below and shall be effective November 1, 2019.

ASSIGNOR:

niel Wanda Smith

ASSIGNEE:

ELM III, LLC

Edward L. Markwell, III, President

## ACKNOWLEDGMENTS

### STATE OF KANSAS COUNTY OF HAMILTON

80 80

The foregoing instrument was acknowledged before me this  $\beta = \frac{1}{2} \frac{\eta}{\eta}$  day of December, 2019, by Wanda Smith.

WITNESS my hand and official seal.

mo 100 Notary Public, State of Kansas Printed Name: Janice imon My Commission Expires: 3-3

		1
2	JANICE A. SIMON	>
2	Notary Public	
2	State of Kansas	>
~	My Appointment Expires 337-23	2
1	Selection and the selection of the selec	

### STATE OF OKLAHOMA COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this  $\underline{\mu}$  day of December, 2019, by Edward L. Markwell, III, as President of ELM III, LLC, on behalf of said limited liability company.

\$ \$

WITNESS my hand and official seal.

Notary Public, State of Oklahoma Printed Name: <u>Christiq</u> My Commission Expires: <u>11</u> 19/2=72

#### Exhibit "A"

# To that certain Assignment and Bill of Sale from Wanda Smith, Seller to ELM III, LLC, Buyer, Effective November 1, 2019 located in Hamilton County, Kansas

Lessor: Jeanette Glover, et vir
 Lessee: Phillips Petroleum Company
 Date: May 15, 1972
 Book: 20 Page: 240
 Legal Description: NE¼ Section 23-T24S-R41W, Hamilton County, Kansas

2. Lessor: Eugene T. Overton, et ux
Lessee: Phillips Petroleum Company
Date: April 13, 1972
Book: 20 Page: 228
Legal Description: SW¼ & W½ SE ¼ & E ½ SE ¼ Section 23-T24S-R41W, Hamilton
County, Kansas

3. Lessor: Thomas P. Overton, et ux
Lessee: Phillips Petroleum Company
Date: April 13, 1972
Book: 20 Page: 188
Legal Description: NE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> & S<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub> & SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> & S<sup>1</sup>/<sub>2</sub> Section 26-T24S-R41W,
Hamilton County, Kansas

4. Lessor: Agnis Oliver and Glenn Oliver, husband
Lessee: Phillips Petroleum Company
Date: April 18, 1972
Book: 20 Page: 206
Legal Description: NE¼ NE¼ & S½ NE¼ & SE ¼ NW ¼ & S½ Section 26-T24S-R41W,
Hamilton County, Kansas

5. Lessor: Jeanette Glover and E.C. Glover, husband
Lessee: Phillips Petroleum Company
Date: April 18, 1972
Book: 20 Page: 239
Legal Description: NE¼ NE¼ & S½ NE¼ & SE¼ NW¼ & S½ Section 26-T24S-R41W,
Hamilton County, Kansas

6. Lessor: Chloe Underwood and Fred Underwood, husband
Lessee: Phillips Petroleum Company
Date: April 18, 1972
Book: 20 Page: 235
Legal Description: NE¼ NE¼ & S½ NE¼ & SE¼ NW¼ & S½ Section 26-T24S-R41W,
Hamilton County, Kansas

Lessor: Fern Patton Royer, a single woman
Lessee: Phillips Petroleum Company
Date: April 17, 1972
Book: 20 Page: 195
Legal Description: NE¼ NW¼ & NW¼ NE¼ Section 26-T24S-R41W, Hamilton County, Kansas

Lessor: Ralph D. Monger and Esther Monger, H&W
 Lessee: J. Fred Hambright
 Date: May 24, 1976
 Book: 25 Page: 13
 Legal Description: Section 35-T24S-R41W, Hamilton County, Kansas

9. Lessor: U.S. Department of the Interior
Lessee: E. Lyle Johnson
Date: June 22, 1965
Book: 18 Page: 83
Legal Description: Lots 5, 6, 7, & 8 Section 10-T24S-R41W, Hamilton County, Kansas

Lessor: Tommy Overton, et al
 Lessee: N. Adams
 Date: June 19, 1956
 Book: 12 Page: 215
 Legal Description: Lots 5, 6, 7, & 8 Section 10-T24S-R41W, Hamilton County, Kansas

Lessor: Arthur E. Carter
 Lessee: N. Adams
 Date: June 19, 1956
 Book: 12 Page: 187
 Legal Description: N<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>2</sub> Section 10-T24S-R41W, Hamilton County, Kansas

Lessor: Murlin Carter
 Lessee: N. Adams
 Date: June 19, 1956
 Book: 12 Page: 181
 Legal Description: Lots 1,2,3,4 &9 Section 10-T24S-R41W, Hamilton County, Kansas

13. Lessor: E.W. McNeill
Lessee: N. Adams
Date: June 19, 1956
Book: 12 Page: 183
Legal Description: SE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> Section 10-T24S-R41W, Hamilton County, Kansas

14. Lessor: State of Kansas
Lessee: Hamilton Bros. LTD
Date: February 8, 1960
Book: 14 Page: 161
Legal Description: Arkansas River Bed in T24S-R41W, Hamilton County, Kansas

15. Lessor: Tommy Overton, et al
Lessee: N. Adams
Date: June 19, 1956
Book: 12 Page: 217
Legal Description: Lots 5, 6, 7 & S<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub> Section 11-T24S-R41W, Hamilton County, Kansas

16. Lessor: U.S. Department of the Interior
Lessee: The Superior Oil Company
Date: April 1, 1960
Book: 14 Page: 186
Legal Description: Lots 5, 6, 7 & S<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub> and accretions in Section 11-T24S-R41W,
Hamilton County, Kansas

17. Lessor: George N. Starkey, et ux
Lessee: N. Adams
Date: June 26, 1956
Book: 12 Page: 342
Legal Description: Lots 2, 3, 4 & S<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub> and accretions and riparian rights in Section 11-T24S-R41W, Hamilton County, Kansas

Lessor: Charles H. Brogan and Letha Brogan
 Lessee: Kenneth R. Swenson
 Date: January 12, 1960
 Book: 14 Page: 153
 Legal Description: Lot 1 & N½ N½ Section 11-T24S-R41W, Hamilton County, Kansas

Glover Unit NE ¼ Section 23-T24S-R41W, API # 15-075-20163

Overton Unit C NE¼ Section 26-T24S-R41W, API # 15-075-20169

Carter 1041 SE¼ NE¼ NE¼ NW¼ Section 10-T24S-R41W, API # 15-075-30030-0001

1141 Starkey SE¼ NW¼ Section 11-T24S-R41W, API # 15-075-30031-0001

Monger SWD Section 35-T24S-R41W, API # 15-075-20275

Newton SWD SW¼ SW¼ & NE¼ NE¼ Section 32-T24S-R41W, API # 15-075-20562-0001