KOLAR Document ID: 1482075

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:	uea wur uns iorin.			
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: feet from N / S Line	SecTwp R E W Legal Description of Lease:			
feet from E / W Line				
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:			
rasi Operator s Name & Address.				
	Date:			
Title:	Signature:			
New Operator's License No.	Contact Person:			
New Operator's Name & Address:	Phone:			
	Oil / Gas Purchaser:			
	Date:			
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 pit			
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

* Lease Name:			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle 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		
		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		
		I JL/FINL	LL/ VVL		

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

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-	1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	
Name:Address 1:	
Address 2:	
City: State: Zip:+	
Contact Person:	the lease helpw
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:	accepts, and in the week extens property toy records of the accepts traceurer
City: State: Zip:+	_
the KCC with a plat showing the predicted locations of lease roads, to	chodic Protection Borehole Intent), you must supply the surface owners and cank 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.
☐ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be	e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form m being filed is a Form C-1 or Form CB-1, the plat(s) required by this s, 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 owner(s). To mitigate the additional cost of the KCC performing this ess of the surface owner by filling out the top section of this form and e KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ng fee with this form. If the fee is not received with this form, the KSONA-1 P-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:

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 Exhibit A (the "Leases"), and all rights to produce hydrocarbons in and from the wells described in Exhibit A and the oil, gas and other hydrocarbons (the "Hydrocarbons"), 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 "Contracts") 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 Assignor;

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, "Claims" 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:

Wanda Smith

ASSIGNEE:

ELM III, LLC

Edward L. Markwell, III, President

ACKNOWLEDGMENTS

STATE OF K.	ANSAS
COUNTY OF	HAMILTON

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The foregoing instrument was acknowledged before me this \mathcal{D}^{h} day of December, 2019, by Wanda Smith.

WITNESS my hand and official seal.

Notary Public, State of Kansas

Printed Name: Janice A. Simon

My Commission Expires: 3-37-33

JANICE A. SIMON
Notary Public
State of Kansas
My Appointment Expires 327-33

STATE OF OKLAHOMA COUNTY OF OKLAHOMA

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The foregoing instrument was acknowledged before me this <u>A</u> 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: _ Christia

My Commission Expires: 11 19/2072

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: SW1/4 & W1/2 SE 1/4 & E 1/2 SE 1/4 Section 23-T24S-R41W, Hamilton

County, Kansas

Lessor: Thomas P. Overton, et ux

Lessee: Phillips Petroleum Company

Date: April 13, 1972

Book: 20 Page: 188

Legal Description: NE¼ NE¼ & S½ NE¼ & SE ¼ NW ¼ & S½ 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

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

7. Lessor: Fern Patton Royer, a single woman

Lessee: Phillips Petroleum Company

Date: April 17, 1972

Book: 20 Page: 195

Legal Description: NE1/4 NW1/4 & NW1/4 NE1/4 Section 26-T24S-R41W, Hamilton County,

Kansas

8. Lessor: Ralph D. Monger and Esther Monger, H&W

Lessee: J. Fred Hambright Date: May 24, 1976

Book: 25 Page:

Legal Description:

Section 35-T24S-R41W, Hamilton County, Kansas

Lessor: U.S. Department of the Interior

Lessee: E. Lyle Johnson Date: June 22, 1965

Book: 18 Page:

Legal Description: Lots 5, 6, 7, & 8 Section 10-T24S-R41W, Hamilton County, Kansas

10. Lessor: Tommy Overton, et al

Lessee: N. Adams Date: June 19, 1956

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Book: 12 Page:

Legal Description: Lots 5, 6, 7, & 8 Section 10-T24S-R41W, Hamilton County, Kansas

11. Lessor: Arthur E. Carter

Lessee: N. Adams

Date: June 19, 1956

Book: 12 Page: 187

Legal Description: N½ N½ Section 10-T24S-R41W, Hamilton County, Kansas

12. 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: SE¼ SE¼ 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 & S1/2 SW1/4 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 & S1/2 SW1/4 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 & S1/2 NE1/4 and accretions and riparian rights in Section 11-

T24S-R41W, Hamilton County, Kansas

18. Lessor: Charles H. Brogan and Letha Brogan

Lessee: Kenneth R. Swenson Date: January 12, 1960 Book: 14 Page: 153

Legal Description:

Lot 1 & N1/2 N1/2 Section 11-T24S-R41W, Hamilton County, Kansas

Glover Unit NE 1/4 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 SW1/4 SW1/4 & NE1/4 NE1/4 Section 32-T24S-R41W, API # 15-075-20562-0001