KOLAR Document ID: 1519037

#### 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:
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 EW 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
(API No. if Drill Pit, WO or Haul)	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:
Table operator o Hamo a Address.	
	Date:
Title:	Signature:
New Operator's License No.	Contact Person:
New Operator's Name & Address:	Phone:
The special of the second seco	
	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	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:	
. neconinencea action.	permitted by No.:
Data	Data
Date: Authorized Signature	Date:
DISTRICT EPR	PRODUCTION UIC

KOLAR Document ID: 1519037

#### 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		
		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		

A separate sheet may be attached if necessary

<sup>\*</sup> 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: 1519037

#### Kansas Corporation Commission Oil & Gas Conservation Division

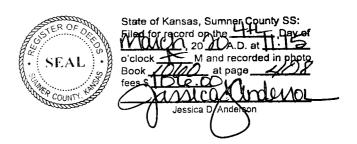
Form KSONA-1
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

# 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: State: Zip:+		
Contact Person:	the lease helpur	
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	
Address 2:	country and in the weel estate property toy records of the country traceurer	
City: State: Zip:+	_	
the KCC with a plat showing the predicted locations of lease roads, to	thodic Protection Borehole Intent), you must supply the surface owners and ank batteries, pipelines, and electrical lines. The locations shown on the plat d 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 c, 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 less of the surface owner by filling out the top section of this form and the 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	ing 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	t to the best of my knowledge and belief.	
Date: Signature of Operator or Agent:	Title:	



Prepared by:
Foreman Enterprises, Inc.
Jim Meyer
P.O. Box 30610
Edmond, Oklahoma 74355

INDEXED
DIRECT
INDIRECT
PHOTO
COMPARED WITH
COPY

## **ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

**ASSIGNOR:** 

Foreman Enterprises, Inc.

**ASSIGNEE**:

Preston Price Group LLC

Sumner Co. KS

After recording, return to: Energynet Services, LLC 7201 I-40 West, Suite 319 Amarillo TX 79106

Lot 38890

Stucky #1

## Assignment, Bill of Sale and Conveyance

State of Kansas	}	
	} §	Know All Men by These Presents:
County of Sumner	}	

Know All Men by These Presents:

This Assignment, Bill of Sale and Conveyance ("Assignment"), dated effective for all purposes as of the 1<sup>st</sup> day of January 2020, ("Effective Time"), is from Foreman Enterprises, Inc., an Oklahoma corporation, with a mailing address of P.O. Box 30610, Edmond, OK 73003, (hereinafter referred to as "Assignor") to:

PRESTON PRICE GROUP LLC PO BOX 4 MIAMI, OKLAHOMA 74355 (hereinafter referred to as "Assignee")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, without warranty of title, express or implied and subject to the reservations, conditions and covenants provided for herein, Assignor does hereby grant, bargain, sell, transfer, assign, convey, set over and deliver unto Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the oil and gas leases described in Exhibit "A" insofar as the Leases are attributable to the Stucky #1 well, following property and rights (the "Properties"), of the Stucky #1 well, API No. 15-191-22347-0000, located in the East Half of the Southeast Quarter of the Southeast Quarter (E/2 of SE/4 of SE/4) of Section 8, Township 35 South, Range 1 West, Sumner County, Kansas, and the Groucho #1 SWD well, located in the NE/4 of Section 8, Township 35 South, Range 1 West, Sumner County, Kansas along with all the equipment and material associated therewith, and production therefrom:

- (1) All of Assignor's undivided right, title and interest (including all working interests, net revenue interests, farmout or farming rights, royalty or other non-working or carried interests, operating rights and other mineral rights of every nature) in and to the Oil, Gas and Mineral (or Oil and Gas) Leases described in Exhibit "A", as extended or amended, (the "Leases"), insofar as the Leases are attributable to the Stucky #1;
- (2) All of Assignor's undivided right, title and interest in and to all presently existing unitization and pooling agreements and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, which relate to the Leases, and all of Assignor's interest in and to the property covered or units created thereby which are attributable to the Leases;
- (3) All of Assignor's undivided right, title and interest in and to all presently existing and valid oil, casinghead gas and gas sales, operating, farmout, pooling, purchase, exchange and processing contracts and agreements, partnership and joint venture agreements and any other contracts, agreements and instruments which pertain to the Leases or any interests pooled or unitized therewith;
- (4) All of Assignor's undivided interests in and to all oil and gas and associated hydrocarbons produced or stored from the Leases or any interests pooled or unitized therewith from and after the Effective Time;
- (5) All of Assignor's undivided right, title and interest in and to all easements, permits, licenses, rights of way, pipelines, and all other rights and appurtenances situated on or used in connection with the Leases or any interests pooled or unitized therewith;
- (6) All of Assignor's rights and obligations as to gas imbalances, if any, attributable to the Properties as of the Effective Time; and
- (7) All of Assignor's undivided right, title and interest in and to all tangible personal property, equipment, fixtures and improvements including, but not by way of limitation, all oil and gas wells, injection wells, salt water disposal facilities, well heads, casing, tubing, pumps, motors, gauges, valves, heater treaters, gathering lines, flow lines, gas lines, water lines, vessels, tanks, separators, fixtures, and other rights and appurtenances situated upon the lands covered by the Leases conveyed herein or any land or lands pooled or unitized therewith or used or obtained in connection with the Properties as of the Effective Time.

TO HAVE AND TO HOLD all and singular such Properties together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever; subject to the following matters:

- (a) all Lessors' royalties, overriding royalties and other burdens, reversionary interests and similar burdens as shown of record;
- (b) all easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations;
- (c) the terms and conditions of the Leases and other agreements affecting the Properties;
- (d) all rights reserved to or vested in any municipality or governmental, tribal, statutory or public authority to control or regulate any of the Properties in any manner, and all applicable laws, rules and orders of governmental and tribal authority; and
- (e) all gas contracts, crude oil purchase contracts, operating agreements, division orders and transfer orders affecting the Properties.

Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of, and the right to enforce, the covenants and warranties, if any, which Assignor is entitled to enforce with respect to Assignor's predecessors in title to the Properties.

Assignee hereby assumes and shall be responsible for and comply with all duties and obligations, express or implied, arising on or after the Effective Time with respect to the Properties, including, without limitation, those arising under or by virtue of any lease, contract, agreement, document, permit, law, statute, rule, regulation or order of any governmental authority or court (specifically including, without limitation, any governmental request or other requirement to plug, re-plug or abandon any well of whatsoever type, status or classification, or take any clean-up remedial, surface restoration upon abandonment or other action with respect to the Properties). In addition, Assignee hereby assumes and shall be responsible for and pay all claims affecting or arising, directly or indirectly, at any time in connection with the Properties for environmental cleanup, remediation, or compliance, or for any other relief, arising directly or indirectly from or incident to, the use, occupation, operation, maintenance or abandonment of or production from the Properties, or condition of the Properties, whether latent or patent, including, without limitation, contamination of Properties or premises with naturally occurring radioactive material (NORM), and whether or not arising solely from or contributed to by the negligence in any form whether active or passive, or of any kind or nature, of Assignor or its predecessors in title or their respective agents, employees or contractors; and shall defend, indemnify and hold Assignor harmless from any and all claims arising, asserted or due at any time in connection with the foregoing.

Except as otherwise provided hereinabove, it is expressly understood and agreed that Assignor shall be entitled to receive all revenues attributable to oil, gas or hydrocarbons produced from the Properties prior to the Effective Time; and Assignee shall be entitled to receive all revenues attributable to oil, gas or other hydrocarbons produced from the portion of the Properties assigned hereunder to Assignee after the Effective Time. Severance and other taxes on production attributable to the Properties shall be the obligation of the party entitled to such production. All ad valorem taxes, real property taxes, and similar obligations with respect to the tax period in which the Effective Time occurs and all applicable sales or similar taxes imposed by any state, county, municipal, or other government entity as a result of this conveyance shall be the obligation of the Assignee.

All equipment and other personal property forming any part of the Properties is hereby transferred subject to normal wear and tear and without warranties of any kind whatsoever, whether expressed or implied, and are sold 'AS IS AND WHERE IS WITH ALL FAULTS AND DEFECTS" and "WITH NO WARRANTY AS TO MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE".

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE IS MADE (I) WITHOUT ANY WARRANTY OR REPRESENTATION OF TITLE, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, (ii) WITHOUT ANY EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION AS TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY OF THE PROPERTIES OR THEIR FITNESS FOR ANY PURPOSE; AND (iii) WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY

٠,

OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE INTERESTS, OR THE ABILITY OF THE INTEREST TO PRODUCE HYDROCARBONS OR THE PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS.

This Assignment may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one Assignment. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of the acknowledgments annexed hereto, but effective for all purposes as of the Effective Time.

"Assignor":	"Assignee"
Foreman Enterprises, Inc.	PRESTON PRICE GROUP LLC
By: Jim R. Meyer, President	By: SEE ATTACHED SIGNATURE PAGE Printed Name: Title:
State of Oklahoma } County of Oklahoma }	
personally appeared <u>JIM R. MEYER</u> known to me foregoing instrument and acknowledged to me that he exetherein expressed and in the capacity therein stated.  GIVEN UNDER MY HAND AND SI	
Acknowled	gment
State of }	
personally appeared person whose name is subscribed to the foregoing executed the same for the purposes and conside therein stated.	
My Commission Expires:  Notary	Public USED

ASS		CC.
A.3.3	I TIV	r.r.

Preston Price Group LLC

By: Jordan Wilson
Name/Title: Art President

STATE OF MI'SOUN §

COUNTY OF JUSPEC §

The foregoing instrument was acknowledged before me on February 10, 2020, by Jordan Wilson., President of Preston Price Group LCC

a Oil and gas company, on behalf of said LLC

Notary Public In and For The State of MISSOUM

My Commission Expires: April 24,2023

MEGAN WALLACE Notary Public - Notary Seal Newton County - State of Missouri Commission Number 19397086 My Commission Expires Apr 24, 2023

Lot 38990

#### **EXHIBIT "A"**

Attached to and made part of that certain Assignment, Bill of Sale And Conveyance executed the 31 day of JANUARY 20°20 Effective as of the 1st day of January, 2020, From Foreman Enterprises, Inc. to

PRESTON PRICE GROUP LLC

Lessor:

Monte E. Stucky & Donna J. Stucky, his wife

Lessee:

Thomas Energy, Inc.

Date:

June 7, 1999

Recording:

Book 536, Page 530

Description:

Township 35 South, Range 1 West

Section 17: That part of the Northeast Quarter (NE/4), commencing 40 rods South of the Northeast Corner of said Quarter; thence West 40 rods; thence North 40 rods; thence West 121 rods and 2 feet; thence South 79 2/3 rods; thence East 161 rods and 2 feet; thence North 39 rods and 11 feet to the place of

beginning. Containing 70 acres, more or less.

Sumner County, Kansas

Lessor:

Monte E. Stucky & Donna J. Stucky, his wife

Lessee:

Thomas Energy, Inc.

Date:

June 7, 1999

Recording:

Book 536, Page 526 Township 35 South, Range 1 West

Description:

Section 8: The Southeast Quarter (SE/4), Containing 160 acres, more or less.

Sumner County, Kansas

Lessor:

Neva Quillin Revocable Trust dated September 25, 1991

Lessee:

**HMS Exploration Management** 

Date: Recording: September 20, 1999 Book 537, Page 273

Description:

Township 35 South, Range 1 West

Section 9: The Southwest Quarter (SW/4), Containing 160 acres, more or less.

Sumner County, Kansas

Lessor:

Margie M. Shoffner, a single woman, individually and as Personal Representative

of the Estate of Harold F. Shoffner, deceased

Lessee:

Thomas Energy, Inc.

Date:

June 7, 1999

Recording:

Book 536, Page 536

Description:

Township 35 South, Range 1 West

Section 16: The Northwest Quarter (NW/4), Containing 160 acres, more or less.

Sumner County, Kansas

Lessor:

Earl C. Rickards and Virginia L. Rickards, Trustees of the Rickards Family Trust

dated January 10, 1992

Lessee:

Thomas Energy, Inc.

Date:

June 11, 1999

Recording:

Book 536, Page 552

Description:

Township 35 South, Range 1 West

Section 17: The Northeast Quarter of the Northeast Quarter of the Northeast Quarter (NE/4 of NE/4 of NE/4) and the South Half of the Northeast Quarter

(S/2 of NE/4), Containing 90 acres, more or less.

Sumner County, Kansas

#### **END OF EXHIBIT "A"**





BOOK 1064 PAGE 0364

State of Kansas, Sumner County SS: Filed for record on the Day of 20 A.D. at 5.2

Book A at page 307 fees \$ 151.00

Jessica D. Anderson Stucky #1

#### Assignment, Bill of Sale and Conveyance

State of Kansas	}	1.
	Know All Men by These Presents:	
County of Sumner	}	
Know All Men by Th	ese Presents:	(:::::

This Assignment, Bill of Sale and Conveyance ("Assignment"), dated effective for all purposes as of the 20th day of April, 2020, ("Effective Time"), is from Preston Price Group, LLC., with a mailing address of P.O. Box 4 Miami, OK 74355, (hereinafter referred to as "Assignor") to:

ELM III LLC 1249 East 33rd Edmond, Oklahoma 73013 (hereinafter referred to as "Assignee")

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, without warranty of title, express or implied and subject to the reservations, conditions and covenants provided for herein, Assignor does hereby grant, bargain, sell, transfer, assign, convey, set over and deliver unto Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the oil and gas leases described in Exhibit "A" insofar as the Leases are attributable to the Stucky #1 well, following property and rights (the "Properties"), of the Stucky #1 well, API No. 15-191-22347-0000, located in the East Half of the southeast Quarter of the Southeast Quarter (E/2 of SE/4 of SE/4) of Section 8, Township 35 South, Range 1 West, Sumner County, Kansas and the Groucho #1 SWD well, located in the NE 1/4 of Section 17, Township 35 South, Range 1 West, Sumner County, Kansas In Book 1060, Page 0408-0413 along with all the equipment and material associated therewith, and production therefrom:

(1) All of Assignor's undivided right, title and interest (including all working interests, net revenue interests, farmout or farming rights, royalty or other non-working or carried interests, operating rights and other mineral rights of every nature) in and to the Oil, Gas and Mineral (or Oil and Gas) Leases described in Exhibit "A" as extended or amended, (the "Leases"), insofar as the Leases are attributable to the Stucky #1;

- (2) All of Assignor's undivided right, title and interest in and to all presently existing unitization and pooling agreements and statutorily, judicially or administratively created drilling, spacing an/or production units, whether recorded or unrecorded, which relate to the Leases, and all and/or production units, whether recorded or unrecorded, which relate to the Leases;
- (3) All of Assignor's undivided right, title and interest in and to all presently existing and valid oil, casinghead gas and gas sales, operating, farmout, pooling, purchase, exchange and processing contracts and agreements, partnership and joint venture agreements and any other contracts, agreements and instruments which pertain to the Leases or any interests pooled or unitized therewith;
- (4) All of Assignor's undivided interests in and to all oil and gas and associated hydrocarbons produced or stored from the Leases or any interests pooled or unitized therewith from and after the Effective Time:
- (5) All of Assignors undivided right, title and interest in and to all easements, permites, licenses, rights of way, pipelines, and all other rights and appurtenances situated on or used in connection with the Leases or any interests pooled or unitized therewith;
- (6) All of Assignor's rights and obligations as to gas imbalances, if any, attributable to the Properties as of the Effective Time; and
- (7) All of Assignor's undivided right, title and interest in and to all tangible personal property, equipment, fixtures and improvements including, but not by way of limitation, all oil and gas wells, injection wells, salt water disposal facilities, well heads, casing, tubing, pumps, motors, gauges, valves, heater treaters, gathering lines, flow lines, gas lines, water lines, vessels, tanks separators, fixtures, and other rights and appurtenances situated upon the lands covered by the Leases conveyed herein or any land or lands pooled or unitized therewith or used or obtained in connection with the properties as of the Effective Time.

TO HAVE AND TO HOLD all and singular such Properties together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever; subject to the following matters:

- (a) All Lessors' royalties, overriding royalties and other burdens, reversionary interests and similar burdens as shown of record;
- (b) All easements, rights-of way, servitudes, permits, surface leases and other rights in respect of surface operations;
- (c) The terms and conditions of the Leases and other agreements affecting the Properties;
- (d) All rights reserved to or vested in any of the Properties in any manner, and all applicable laws, rules and orders of governmental and tribal authority; and
- (e) All gas contracts, cure oil purchase contracts, operating agreements, division orders and transfer orders affecting the Properties.

Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce, the covenants and warranties, if any which Assignor is entitled to enforce with respect to Assignor's predecessors in title to the Properties.

Assignee hereby assumes and shall be responsible for and comply with all duties and obligations, express or implied, arising on or after the Effective Time with respect to the Properties, including, without limitation, those arising under or by virtue of any lease, contract. agreement, document, permit, law, statute, rule regulation or order of any governmental authority or court (specifically including, without limitation, any governmental request or other requirement to plug, re-plug or abandon any well of whatsoever type, status or classification, or tanke any clean-up remedial, surface restoration upon abandonment or other action with respect to the Properties). In addition, Assignee hereby assumes and shall be responsible for and pay all claims affecting or arising, directly or indirectly, at any time in connection with the Properties for environmental cleanup, remediation, or compliance or for any other relief, arising directly or indirectly from or incident to, the use, occupation, operation, maintenance or abandonment of or production from the Properties, or condition of the Properties, where latent or patent, including without limitation, contamination of Properties or premises with naturally occurring radioactive material (NORM), and whether or not arising solely from or contributed to by the negligence in any form whether active or passive, or of any kind or nature, of Assignor or its predecessors in title or their respective agents, employees or contractors; and shall defend, indemnify and hold Assignor harmless from any and all claims arising, asserted or due at any time in connection with the foregoing.

Except as otherwise provided hereinabove, it is expressly understood and agreed that Assignor shall be be entitled to receive all revenues attributable to oil, gas or hydrocarbons produced from the Properties prior to the Effective Time; and Assignee shall be entitled to receive all revenues attributable to oil, gas or other hydrocarbons produced from the portion of the Properties assigned hereunder to Assignee after the Effective Time. Severance and other taxes on production attributable to the Properties shall be the obligation of the party entitled to such production. All ad valorem taxes, real property taxes, and similar obligations with respect to the tax period in which the Effective Time occurs and all applicable sales or similar taxes imposed by any state, county, municipal, or other government entity as a result of this conveyance shall be the obligation of the Assignee.

All equipment and other personal property forming any part of the Properties is hereby transferred subject to normal wear and tear and without warranties of any kind whatsoever, whether expressed or implied, and are sold 'AS IS AND WHERE IS WITH ALL FAULTS AND DEFECTS" and "WITH NO WARRANTY AS TO MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE".

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE IS MADE (I) WITHOUT ANY WARRANTY OR REPRESENTATION OF TITLE, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, (ii) WITHOUT ANY EXPRESS, IMPLIED STATUTORY OR OTHER WARRANTY OR REPRESENTATION AS TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY OF THE PROPERTIES OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY OF THE PROPERTIES OR THEIR FITNESS FOR ANY PURPOSE; AND (iii) WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY

OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANTS OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE INTERESTS, OR THE ABILITY OF THE INTEREST TO PRODUCE HYDROCARBONS OR THE PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS.

This assignment may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but on Assignment. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of the acknowledgments annexed hereto, but effective for all purposes as of the Effective Time.

"Assignor":	"Assignee"
Preston Price Group, LLC.	ELM III, LLC.
By: Av Jordan Wilson, President	By: Shulwer Eu Printed Name: Ed L Markwell E Title: Partner
State of Missouri } County of Jasper }	
Before me, the undersigned, a Notary Public in and day personally appeared <u>Jordan Wilson</u> known to me subscribed to the foregoing instrument and acknowledged the purposes and consideration therein expressed and in the GIVEN UNDER MY HAND this 20th day of <u>April</u> , 20 <u>20</u> .	to be the person whose name is to me that he executed the same for
My commission Expires: 10 12 2021  SAM R GRIFFITH Notary Public - Notary Seal Jasper County - State of Missouri Commission Number 17767978 My Commission Expires Oct 12, 2021	Pany Seft 1064 PAGE 0360

BOOK 1064 PAGE 0364

Notary Public

State of Okla }	ent
County of Olla_}	
whose name is subscribed to the foregoing instrument executed the same for the purposes and consideration	and acknowledged to me that s/he
therein stated.  GIVEN UNDER MY HAND AND SE day of	EAL OF OFFICE this 2004
My Commision Expires:	Churtie Hall Notary Public

ASSIGNEE:	ELM III LLC	
	By: El Mache CC	3
STATE OF Okla.	<pre>} } }</pre>	
The foregoing instrument was  April 20 , 2020, by Ed I  FLM III Operating L  A, on behalf of	Markwell, M, president	
My Commission Expires: 1/ 1/ 9/3 02	Notary Public In and For The State of Okla.	

**EXHIBIT "A"** 

BOOK 1064 PAGE 0370

Stucky #1

## Assignment, Bill of Sale and Conveyance

Page 8

Attached to and made part of that certain Assignment, Bill of Sale And Conveyance executed

the <u>20</u> day of <u>flydd</u>, 20<u>20</u>, Effective as of the 20th day April, 2020, From Preston Price Group, LLC to

ELM III LLC.

Lessor:

Monte E. Stucky & Donna J. Stucky, his wife

Lessee:

Thomas Energy, Inc.

Date:

June 7, 1999

Recording:

Book 536, Page 530

Description:

Township 35 South, Range 1 West

Section 17: That part of the Northeast Quarter (NE/4), commencing 40 rods South of the Northeast Corner of said Quarter; thence West 40 rods; thence North 40 rods; thence West 121 rods and 2 feet; thence South 79 % rods;

Thence East 161 rods and 2 feet; thence North 39 rods and 11 feet to the place

of beginning. Containing 70 acres, more or less.

Sumner County, Kansas

Lessor:

Monte E. Stucky & Donna J. Stucky, his wife

Lessee:

Thomas Energy, Inc.

Date:

June 7, 1999

Recording:

Book 536, Page 526

Description:

Township 35 South, Range 1 West

Section 8: The southeast Quarter (SE/4), Containing 160 acres, more or less.

Sumner County, Kansas

Lessor:

Neva Quillin Revocable Trust dated September 25, 1991

Lessee:

**HMS Exploration Management** 

Date:

September 20, 1999

Recording:

Book 537, Page 273

Description:

Township 35 South, Range 1 West

Section 9: The Southwest Quarter (SW/4), Containing 160 acres, more or less.

Sumner County, Kansas

Lessor:

Margie M. Shoffner, a single woman, individually and as Personal

Representative of the Estate of Harold F. Shoffner, deceased

Lessee:

Thomas Energy, Inc.

Date:

June 7, 1999

Recording:

Book 536, Page 536

Description:

Township 35 South, Range 1 West

Section 16: The Northwest Quarter (NW/4), Containing 160 acres, more or

Less.

Sumner County, Kansas

Lessor:

Earl C. Rickards and Virginia L. Rickards, Trustees of the Rickards Family Trust

dated January 10, 1992

Lessee:

Thomas Energy, Inc.

Date:

June 11, 1999

Recording:

Book 536, Page 552

Description:

Township 35 South, Range 1 West

Section 17: The Northeast Quarter of the Northeast Quarter of the Northeast Quarter (NE/4 of NE/4 of NE/4) and the South Half of the Northeast Quarter

(S/2 of NE/4), Containing 90 acres, more or less.

Sumner County, Kansas

**END OF EXHIBIT "A"**