

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:

- 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 _____ **

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): _____

Field Name: _____

**** Side Two Must Be Completed.**

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: _____

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 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 _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* 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)
		<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	_____	_____
_____	_____	_____ 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

* 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 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: _____

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 (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: _____ Title: _____

HEADRICK #1

API #15-175-2249

SURFACE OWNER:

Jeffery Headrick

P.O. Bo 216

Kismet, KS 67859

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (this "Assignment") effective May 1, 2020 ("Effective Date"), is made by **BLUE STEM OIL & GAS, LLC; BPDOG, LLC; WILLIAM BRADY; BUFFALO CREEK OIL & GAS LLC; LEON O. BUTNER TRUST; CAROTHERS BROTHERS; EUGENE H. CAROTHERS; KENNETH R. CAROTHERS; JORDAN AND EMMA DISKIN; DICK HESS FAMILY TRUST #2; MJ-IV, LTD; FANNING TWO ENTERPRISES, L.L.C.; THREE TREES, LLC; GREGORY J. GLEASON; DAVID AND SARA HAYES; JEFCO INVESTMENTS, LLC; MOHICAN PETROLEUM INC.; NOLAN PROPERTIES INC.; OIL PRODUCERS, INC. OF KANSAS; OSAGE OIL & GAS, L.L.C.; PLIMENIK ESTABLISHMENT; SWANEE JOHNSON LLC; TRUE GRIT ENERGY, INC; TURKEY BEARD PETROLEUM, INC.; TERRY UNRUH**, hereinafter called "Assignors", with a mailing address of "in care of" Oil Producers, Inc. of Kansas, 1710 Waterfront Parkway, Wichita, Kansas 67206, to **ELM III, LLC**, hereinafter called "Assignee", with a mailing address of 1249 E. 33rd, Edmond, OK 73013.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby **GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER** unto Assignee, subject to the terms and reservations hereof, all of Assignors' right, title and interest in and to the following (the "Properties"):

- (1) All the Oil and Gas Leases described on Exhibit "A" attached hereto and made a part hereof, as extended or amended and the lands covered thereby (the "Leases");
- (2) All working interests, net revenue interests, farm out or farm in rights, royalty, overriding royalty or other non-working or carried interests, operating rights, and other mineral rights of every nature in and to the Leases;
- (3) 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 Assignors' interest in and to the Properties covered or units created thereby which are attributable to the Leases;
- (4) All presently existing and valid oil, casing head gas and gas sales, operating, farm out, 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;
- (5) All oil and gas and associated hydrocarbons produced from the Leases or any interests pooled or unitized therewith from and after the Effective Date;
- (6) All easements, permits, licenses, servitudes, rights of way, pipelines, power lines, telephone and telegraph lines, communications facilities, gas gathering systems and all other rights and appurtenances situated on or used in connection with the Leases or any interest pooled or unitized therewith;
- (7) All rights, obligations, liabilities, and responsibilities as to gas imbalances, if any, attributable to the Properties as of the Effective Date;

- (8) 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, 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 Leases or any land or lands pooled or unitized therewith or used or obtained in connection with the production, treating, storing, transportation or marketing of oil, gas and other hydrocarbons or minerals therefrom.

Without limiting the express provisions hereof, Assignee specifically agrees that Assignors are conveying the equipment 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 Assignors hereby disclaim, 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 Assignee and Assignors after due consideration and are intended to be a complete exclusion and negation of any representations or warranties of Assignors, 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.

It is the intent of Assignors to convey and this Assignment hereby conveys to Assignee, subject to the reservations and conditions herein contained, all of Assignors' right, title, and interest, from and after the Effective Date, in and to the Properties, regardless of the omission of any Lease or Leases, errors in description, any incorrect or misspelled names or any transcribed or incorrect recording references.

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;

Assignors do hereby bind itself, their heirs, successors and assigns, to warrant and forever defend all and singular title to the Properties unto Assignee, Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Assignors, but not otherwise. Assignors convey the Properties free and clear of any outstanding mortgage, deed of trust, lien, or encumbrance.

Assignors also hereby grant and transfer 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 Assignors are entitled to enforce with respect to Assignors' predecessors in title to the Properties.

Assignors retain liability and shall be responsible for, and shall defend, indemnify, and hold Assignee harmless from all claims arising, or due based on acts, omissions, events, or damage to or destruction of property that occurred prior to the Effective Date with respect 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 Date with respect to the Properties, including plugging and abandoning any wells on the Properties at such time as it may be required by law, at Assignee's sole risk and expense, and in accordance with all local, state, and federal laws, rules, and regulations. Assignee shall defend, indemnify and hold Assignors harmless from any and all claims arising, or due based on acts, omissions, events or damage to or destruction of property occurring on or after the Effective Date with respect to the Properties, including any claims made against or costs sought to be imposed on Assignors related to plugging requirements of wells located on the Properties.

IN WITNESS WHEREOF the undersigned have executed this instrument this 10
day of July, 2020, but shall be effective for all purposes as of the 1st day of April,
2020.

ASSIGNEE:

ELM III LLC


Ed L. Markwell III

Corporate or Trust Acknowledgment

STATE OF Okla.)
COUNTY OF Okla.) ss.

Before me, the undersigned, a Notary Public, in and for said county and State, on this
10 day of July, 2020, personally appeared Ed L. Markwell III, to me known to be the
identical person who executed the within foregoing instrument, as _____ and
acknowledged to me that he executed the same as his free and voluntary act and deed, for the
uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my
official seal the day and year first above written.

My commission expires:

Notary Public

11/19/2022



IN WITNESS WHEREOF the undersigned has executed this instrument this 9th day of June 2020.

ASSIGNOR:

ASSIGNOR:

BLUE STEM OIL & GAS, LLC

TURKEY BEARD PETROLEUM, INC.

[Signature]
David S. Jackman III, Manager

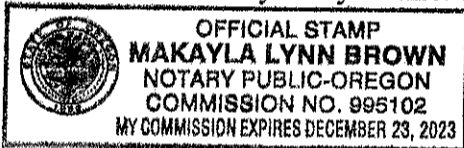
[Signature]
David S. Jackman III, President

Corporate or Trust Acknowledgment

STATE OF OREGON)
) ss.
COUNTY OF Wallowa)

Before me, the undersigned, a Notary Public, in and for said county and State, on this 9th day of June, 2020 personally appeared David S. Jackman III, to me known to be the identical person who executed the within foregoing instrument, as Manager for Blue Stem Oil & Gas, LLC and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



[Signature]
Notary Public

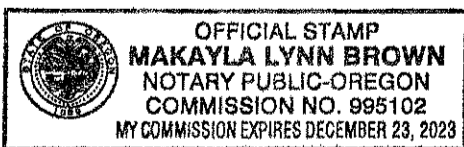
My commission expires: 12.23.23

Corporate or Trust Acknowledgment

STATE OF OREGON)
) ss.
COUNTY OF Wallowa)

Before me, the undersigned, a Notary Public, in and for said county and State, on this 9th day of June, 2020 personally appeared David S. Jackman III, to me known to be the identical person who executed the within foregoing instrument, as President of Turkey Beard Petroleum, Inc. and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

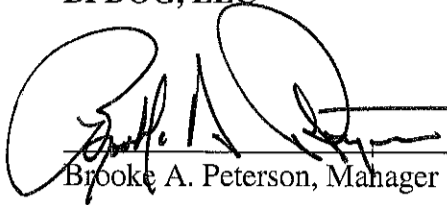


[Signature]
Notary Public

My commission expires: 12.23.2023

IN WITNESS WHEREOF the undersigned has executed this instrument this 4th day of JUNE, 2020.

BPDOG, LLC




Brooke A. Peterson, Manager

Corporate or Trust Acknowledgment

STATE OF COLORADO)
)
COUNTY OF Pitkin) ss.

Before me, the undersigned, a Notary Public, in and for said county and State, on this 4th day of ~~August~~ June, ~~2016~~ 2020, personally appeared Brooke A. Peterson, to me known to be the identical person who executed the within foregoing instrument, as Manager for BPDOG, LLC and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



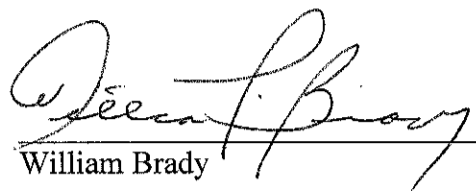
Notary Public

My commission expires: 4/5/2022

KRISTIN E CASE
Notary Public
State of Colorado
Notary ID # 20104012727
My Commission Expires 04-05-2022

IN WITNESS WHEREOF the undersigned has executed this instrument this 16th day of June, 2020.

ASSIGNOR:



William Brady

Acknowledgment

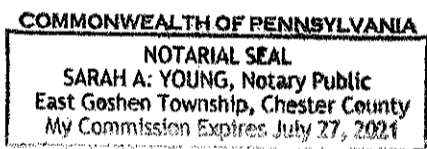
STATE OF Pennsylvania)
) **ss.**
COUNTY OF Chester)

Before me, the undersigned, a Notary Public, in and for said county and State, on this 16th day of June, 2020 personally appeared William Brady, to me known to be the identical person who executed the within foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.


Notary Public

My commission expires: July 27, 2021



IN WITNESS WHEREOF the undersigned has executed this instrument this 18 day of June, 2020.

ASSIGNOR:

Buffalo Creek Oil & Gas, LLC

Mark J. Bransfield, Member

Corporate or Trust Acknowledgment

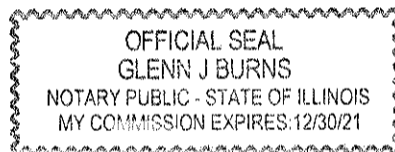
STATE OF ILLINOIS)
) ss:
COUNTY OF Cook)

Before me, the undersigned, a Notary Public, in and for said county and State, on this 18 day of June, 2020 personally appeared Mark J. Bransfield, Member, for Buffalo Creek Oil & Gas, LLC, to me known to be the identical persons who executed the within foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Notary Public

My commission expires:
12/30/2021



ASSIGNOR:

MOHICAN PETROLEUM, INC.

Mark J. Bransfield
Co-President

Acknowledgment

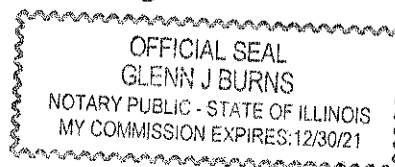
STATE OF ILLINOIS)
) ss:
COUNTY OF Cook)

Before me, the undersigned, a Notary Public, in and for said county and State, on this 18 day of June, 2020 personally appeared Mark J. Bransfield, Co-President, for Mohican Petroleum, Inc., to me known to be the identical persons who executed the within foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Notary Public

My commission expires:
12/30/2021



IN WITNESS WHEREOF the undersigned has executed this instrument this 8 day of June, 2020.

ASSIGNOR:

LEON O. BUTNER TRUST

Leon O. Butner
Leon O. Butner, Trustee

Corporate or Trust Acknowledgment

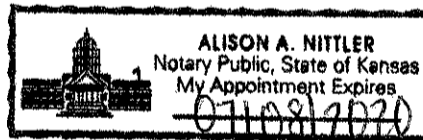
STATE OF SEDGWICK)
) ss.
COUNTY OF KANSAS)

Before me, the undersigned, a Notary Public, in and for said county and State, on this 8 day of June, 2020 personally appeared Leon O. Butner, Trustee of the Leon O. Butner, Trust to me known to be the identical persons who executed the within foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Alison A Nitler
Notary Public

My commission expires:



IN WITNESS WHEREOF the undersigned has executed this instrument this 24th day of June, 2020.

ASSIGNOR:
CAROTHERS BROTHERS

Eugene H. Carothers
Eugene H. Carothers

Acknowledgment

STATE OF KANSAS)
) ss.
COUNTY OF Sedgwick)

Before me, the undersigned, a Notary Public, in and for said county and State, on this 24th day of June, 2020 personally appeared Eugene H. Carothers for the Carothers Brothers, to me known to be the identical person who executed the within foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Marshall R. Porter
Notary Public

My commission expires: 3-28-23



ASSIGNOR:

Eugene H. Carothers
Eugene H. Carothers

Acknowledgment

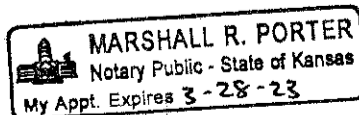
STATE OF KANSAS)
) ss.
COUNTY OF Sedgwick)

Before me, the undersigned, a Notary Public, in and for said county and State, on this 24th day of June, 2020 personally appeared Eugene H. Carothers, to me known to be the identical person who executed the within foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Marshall R. Porter
Notary Public

My commission expires: 3-28-23



IN WITNESS WHEREOF the undersigned has executed this instrument this 24th day of June, 2020.

ASSIGNOR:

Kenneth R. Carothers
Kenneth R. Carothers

Acknowledgment

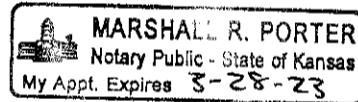
STATE OF KANSAS)
) ss.
COUNTY OF Sedgwick)

Before me, the undersigned, a Notary Public, in and for said county and State, on this 24th day of June, 2020 personally appeared Kenneth R. Carothers, to me known to be the identical person who executed the within foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Marshall R. Porter
Notary Public

My commission expires: 3-28-23



IN WITNESS WHEREOF the undersigned has executed this instrument this 4 day of June, 2020.

ASSIGNOR:

[Signature]
Jordan Diskin

[Signature]
Emma Diskin

Individual Acknowledgment

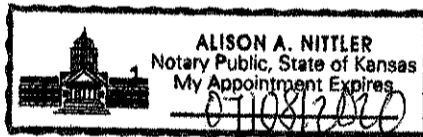
STATE OF Kansas)
COUNTY OF Sedgewick) ss.

4 Before me, the undersigned, a Notary Public, in and for said County and State, on this 4 day of June, 2020 personally appeared Jordan Diskin and Emma Diskin to me known to be the identical person who executed the within foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

[Signature]
Notary Public

My commission expires:



IN WITNESS WHEREOF the undersigned has executed this instrument this 10th day of May, 2020.

ASSIGNOR:

Dick Hess Family Trust #2

Dick Hess

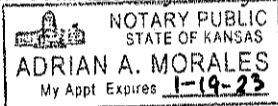
Dick Hess, Trustee

Corporate or Trust Acknowledgment

STATE OF KANSAS)
) ss.
COUNTY OF McPherson)

Before me, the undersigned, a Notary Public, in and for said county and State, on this 10th day of May, 2020 personally appeared Dick Hess, to me known to be the identical person who executed the within foregoing instrument, as Trustee of Dick Hess Family Trust #2 and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



Adrian A. Morales
Notary Public

My commission expires:
1-19-23

ASSIGNOR:

MJ-IV, Ltd.

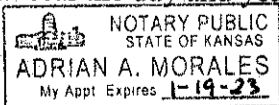
Kim McCalmon
Kim McCalmon, President

Corporate or Trust Acknowledgment

STATE OF KANSAS)
) ss.
COUNTY OF McPherson)

Before me, the undersigned, a Notary Public, in and for said county and State, on this 10th day of May, 2020 personally appeared Kim McCalmon, to me known to be the identical person who executed the within foregoing instrument, as President of MJ-IV, Ltd. and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



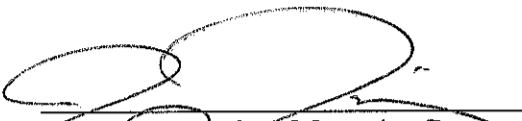
Adrian A. Morales
Notary Public

My commission expires:
1-19-23

IN WITNESS WHEREOF the undersigned has executed this instrument this 10th day of July 2020.

ASSIGNOR:

FANNING TWO ENTERPRISES, LLC

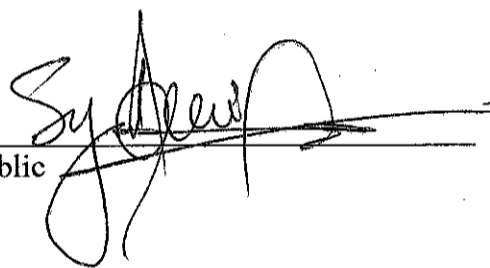

By: Jerry Fanning, Managing Partner

Corporate or Trust Acknowledgment

STATE OF TEXAS)
COUNTY OF Denton) ss.

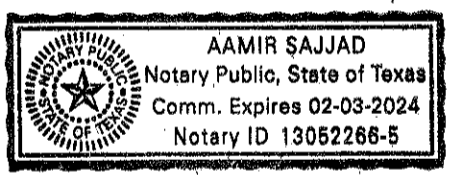
10th Before me, the undersigned, a Notary Public, in and for said county and State, on this day of July, 2020 personally appeared Jerry Fanning, to me known to be the identical person who executed the within foregoing instrument, as Managing Partner for Fanning Two Enterprises, L.L.C. and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



Notary Public

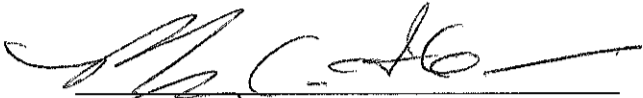
My commission expires: 2/3/2024



IN WITNESS WHEREOF the undersigned has executed this instrument this 4 day of June, 2020.

ASSIGNOR:

THREE TREES, LLC



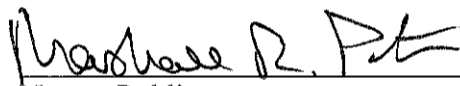
Melody C. Fletcher, Member

Corporate or Trust Acknowledgment

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

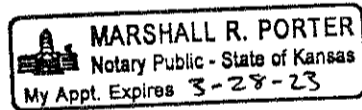
Before me, the undersigned, a Notary Public, in and for said county and State, on this 4th day of June, 2020 personally appeared Melody C. Fletcher, to me known to be the identical person who executed the within foregoing instrument, as Member of Three Trees, LLC and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



Notary Public

My commission expires: 3-28-23



IN WITNESS WHEREOF the undersigned has executed this instrument this 5 day of June, 2020.

ASSIGNOR:

Gregory J. Gleason
Gregory J. Gleason

Acknowledgment

STATE OF KANSAS)
) ss.
COUNTY OF Harvey)

Before me, the undersigned, a Notary Public, in and for said county and State, on this 5th day of June, 2020 personally appeared Gregory J. Gleason, to me known to be the identical person who executed the within foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Carlene Hawkins
Notary Public

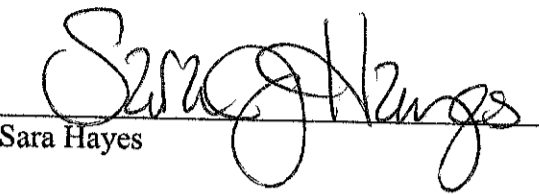
My commission expires:



IN WITNESS WHEREOF the undersigned has executed this instrument this 10th day of July, 2020.

ASSIGNOR:

David Hayes


Sara Hayes


Individual Acknowledgment

STATE OF Kansas)
COUNTY OF Sedgewick) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10th day of July, 2020 personally appeared David Hayes and Sara Hayes to me known to be the identical person who executed the within foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Marshall R. Porter
Notary Public

My commission expires: 3-28-23



IN WITNESS WHEREOF the undersigned has executed this instrument this 11 day of June, 2020.

ASSIGNOR:
JEFECO INVESTMENTS, LLC

Joe E. Freeman
~~Russell Freeman, Manager~~
Joe E. Freeman, Manger

Corporate or Trust Acknowledgment

STATE OF KANSAS)
) ss.
COUNTY OF Finney)

Before me, the undersigned, a Notary Public, in and for said county and State, on this 11 day of June, 2020 personally appeared ~~Russell Freeman~~ ^{Joe E. Freeman}, to me known to be the identical person who executed the within foregoing instrument, as Managing for Jefco Investments. LLC and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Karen Bogner
Notary Public

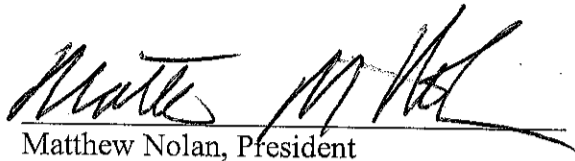
My commission expires: 10/11/20



IN WITNESS WHEREOF the undersigned has executed this instrument this 11th day of June, 2020.

ASSIGNOR:

NOLAN PROPERTIES INC.


Matthew Nolan, President

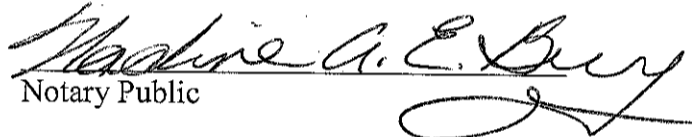
Corporate or Trust Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

NADINE A. E. BERRY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires March 14, 2022

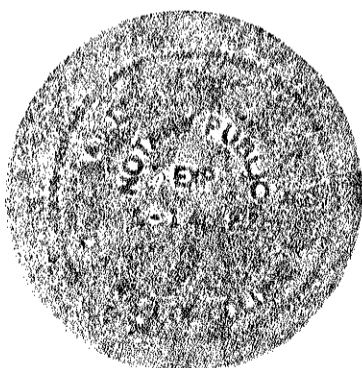
Before me, the undersigned, a Notary Public, in and for said county and State, on this 11th day of June, 2020 personally appeared Matthew Nolan, to me known to be the identical person who executed the within foregoing instrument, as President of Nolan Properties, Inc. and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.


Notary Public

My commission expires:

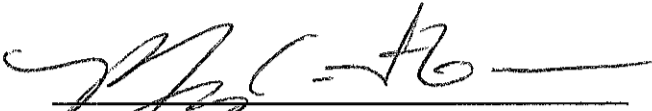
NADINE A. E. BERRY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires March 14, 2022



IN WITNESS WHEREOF the undersigned have executed this instrument this 4
day of June, 2020 but shall be effective for all purposes as of the 1st day of May, 2020.

ASSIGNOR:

OIL PRODUCERS, INC. OF KANSAS



Melody C. Fletcher
Chief Operating Officer


Corporate or Trust Acknowledgment

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

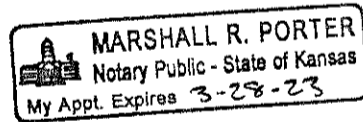
Before me, the undersigned, a Notary Public, in and for said county and State, on this 4th day of June, 2020 personally appeared Melody C. Fletcher, to me known to be the identical person who executed the within foregoing instrument, as Chief Operating Officer of Oil Producers, Inc. of Kansas and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My commission expires: 3-28-23



Marshall Porter, Notary Public



IN WITNESS WHEREOF the undersigned has executed this instrument this 24 day of JUNE, 2020.

ASSIGNOR:

Osage Oil & Gas, L.L.C.

John S. Weir
John Weir, Manager

Corporate or Trust Acknowledgment

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

Before me, the undersigned, a Notary Public, in and for said county and State, on this 24th day of June, 2020 personally appeared John Weir, to me known to be the identical person who executed the within foregoing instrument, as a Manager of Osage Oil & Gas, L.L.C., and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Jessica N. Weir
Notary Public

My commission expires:

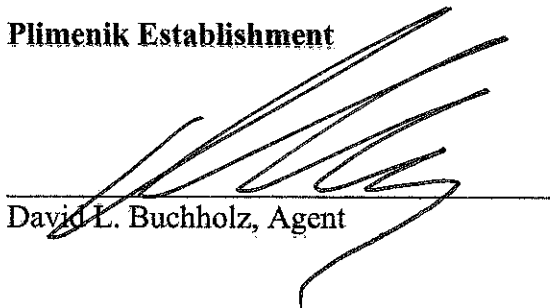


IN WITNESS WHEREOF the undersigned has executed this instrument this 1st day of

July, 2020.

ASSIGNOR:

Plimenik Establishment



David L. Buchholz, Agent

Corporate or Trust Acknowledgment

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

Before me, the undersigned, a Notary Public, in and for said county and State, on this 1 day of July, 2020 personally appeared David L. Buchholz, to me known to be the identical person who executed the within foregoing instrument, as Agent for Plimenik Establishment and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



Notary Public

My commission expires: 7/26/2020



ASSIGNOR:

SWANEE JOHNSON LLC

Janet L. Roth
Janet L. Roth, Co-Manager

Corporate or Trust Acknowledgment

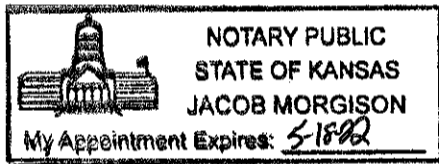
STATE OF Kansas)
) ss.
COUNTY OF Shawnee)

Before me, the undersigned, a Notary Public, in and for said county and State, on this 8th day of June, 2020 personally appeared Janet L. Roth, to me known to be the identical person who executed the within foregoing instrument, as Co-Manager of Swanee Johnson LLC and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Jacob Morgison
Notary Public

My commission expires:



~~EXHIBIT A~~
~~ATTACHED TO THAT CERTAIN ASSIGNMENT~~
~~BETWEEN OIL PRODUCERS INC. OF KANSAS, ETALS~~
~~AND ELM III, LLC, DATED MAY 1, 2020~~
~~SEWARD COUNTY, KANSAS~~

Thorp A #1, #2-14 Lease and Simonson SWD

~~Oil and Gas Lease dated March 17, 1978, between Donald D. Thorp and Donna Thorp, his wife, lessors and Nelson B. Escue, lessee, covering the Northwest Quarter (NW/4) of Section 23, Township 33 South, Range 31 West, Seward County, Kansas and recorded in Book 310, Page 12 of the records of said county.~~

IN WITNESS WHEREOF the undersigned has executed this instrument this 18 day of June, 2020.

ASSIGNOR:

TRUE GRIT ENERGY, INC.

[Signature]
Mark J. Bransfield
Co-President

Corporate or Trust Acknowledgment

STATE OF ILLINOIS)
COUNTY OF Cook) ss:

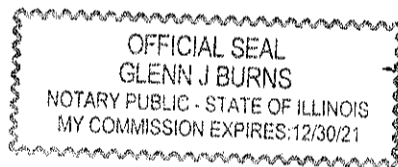
Before me, the undersigned, a Notary Public, in and for said county and State, on this 18 day of June, 2020 personally appeared Mark J. Bransfield, Co-President, for True Grit Energy, Inc. to me known to be the identical persons who executed the within foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

[Signature]
Notary Public


My commission expires:

12/30/2021



IN WITNESS WHEREOF the undersigned has executed this instrument this 3rd day of July, 2020.

ASSIGNOR:



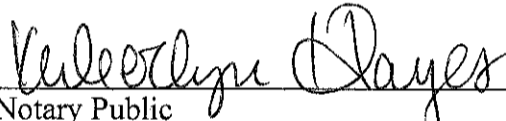
Terry Unruh

Acknowledgment

STATE OF KANSAS)
) ss:
COUNTY OF Kiowa)

3rd Before me, the undersigned, a Notary Public, in and for said county and State, on this day of JULY, 2020 personally appeared Terry Unruh to me known to be the identical person who executed the within foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.



Notary Public

My commission expires:

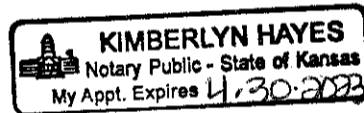


EXHIBIT 'A'
ATTACHED TO THAT CERTAIN ASSIGNMENT
BETWEEN OIL PRODUCERS INC. OF KANSAS, ETALS
AND ELM III, LLC, DATED MAY 1, 2020
SEWARD COUNTY, KANSAS

Thorp A #1, #2-14 Lease and Simonson SWD

Oil and Gas Lease dated March 17, 1978, between Donald D. Thorp and Donna Thorp, his wife, lessors and Nelson B. Escue, lessee, covering the Northwest Quarter (NW/4) of Section 23, Township 33 South, Range 31 West, Seward County, Kansas and recorded in Book 310, Page 12 of the records of said county.

Oil and Gas Lease dated March 31, 1979, between Elizabeth Sheldon, a widow, lessor and First National Oil, Inc., lessee, covering the Southwest Quarter (SW/4) of Section 14, Township 33 South, Range 31 West, Seward County, Kansas and recorded in Book 307, Page 672 of the records of said county.

*From the surface down to the base of the Hugoton pay interval (top of the Wreford) at a subsurface depth of 2934' in the above leases.

The salt water disposal well and appurtenant equipment located on the Thorp Gas Unit is also included in this assignment.

Thorp B Lease

Oil and Gas Lease dated April 26, 1999, between Donald Thorp and Donna Thorp, husband and wife, lessors and Oil Producers, Inc. of Kansas, lessee, covering the Northwest Quarter (NW/4) of Section 22, Township 33 South, Range 31 West, Seward County, Kansas and recorded in Book 506, Page 945 of the records of said county.

Oil and Gas Lease dated April 26, 1999, between William Edgar Davis and Mildred F. Davis, husband and wife, lessors and Oil Producers, Inc. of Kansas, lessee, covering the Northwest Quarter (NW/4) of Section 22, Township 33 South, Range 31 West, Seward County, Kansas and recorded in Book 506, Page 947 of the records of said county.

Oil and Gas Lease dated June 12, 1999, between Wilma V. Rinehart and Jack Rinehart, husband and wife, lessors and Oil Producers, Inc. of Kansas, lessee, covering the Northeast Quarter (NE/4) of Section 22, Township 33 South, Range 31 West, Seward County, Kansas and recorded in Book 508, Page 588 of the records of said county.

Oil and Gas Lease dated August 5, 1999, between Maxine D. Baker and James C. Baker, her husband, lessors and J. Fred Hambright, lessee, covering the Southwest Quarter (SW/4) of Section 22, Township 33 South, Range 31 West, Seward County, Kansas and recorded in Book 508, Page 494 of the records of said county.

Oil and Gas Lease dated May 17, 1999, between Earl Dean Headrick and Verna M. Headrick, his wife, lessors and J. Fred Hambright, lessee, covering the Southwest Quarter (SW/4) of Section 15, Township 33 South, Range 31 West, Seward County, Kansas and recorded in Book 507, Page 926 of the records of said county.

Oil and Gas Lease dated May 17, 1999, between Beverly H. Malin and John Malin, her husband, lessors and J. Fred Hambright, lessee, covering the Southwest Quarter (SW/4) of Section 15, Township 33 South, Range 31 West, Seward County, Kansas and recorded in Book 507, Page 931 of the records of said county.

Declaration of Unitization: The North Half (N2), and the Southwest Quarter (SW4) of Section 22; and the Southwest (SW4) of Section 15, Township 33 South, Range 31 West, Seward County, Kansas, and recorded in Book 513, page 384 of the records of said county.

Gano #1-2

Oil and Gas Lease dated February 18, 1964, between Charles E. Gano and Mary Gano, his wife, Lessors, and O. R. Whitaker, Lessee, covering insofar as said lease covers the Northeast Quarter (NE/4) of Section 2, Township 33 South, Range 31 West Seward County, KS, and recorded in Book 216, Page 161 of the records of said county and state (hereinafter the Gano Lease). API # 15-175-20248.

*Limitations and/or Reservations: This assignment is LIMITED to Assignor's rights to the St. Louis Formation in the Acreage Description; together with up to a like working Interest and Net Revenue Interest of Assignor, if any, in rights to production in and to all Formations lying from the surface to the base of the St. Louis Formation as found in the Wellbore only, of subject Well.

Headrick #1 Lease

Oil and Gas lease dated February 21, 1974, between C.E. Headrick and Nellie Headrick, his wife, lessors, and Energy Enterprises, Inc., lessee, insofar as said lease covers the North Half of the Southeast Quarter (N2/SE4) of Section 2, Township 33 South, Range 31 West, Seward County, Kansas and recorded in Book 277 Page 438 of the records of said County.

*Limitation and/or Reservations: This assignment is LIMITED to Assignor's rights to the St. Louis Formation in the Acreage Description; together with up to a like working Interest and Net Revenue Interest of Assignor, if any, in rights to production in and to all Formations lying from the surface to the base of the St. Louis Formation as found in the Wellbore only, of subject Well.