KOLAR Document ID: 1538851

KANSAS CORPORA OIL & GAS CONSE REQUEST FOR CHA TRANSFER OF INJECTION <i>Form KSONA-1, Certification of Compliance wi</i>	April 2015 RVATION DIVISION Form must be Typed NGE OF OPERATOR Form must be Signed OR SURFACE PIT PERMIT All blanks must be Filled
Check applicable boxes: MUST be submitte	
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:
Gas Gathering System:	
Saltwater Disposal Well - Permit No.:	Lease Name:
Spot Location:	
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells**	Production Zone(s):
Field Name:	
** Side Two Must Be Completed.	Injection Zone(s):
Surface Pit Permit No.:	feet from N / S Line of Section feet from E / W Line of Section] Haul-Off Workover Drilling
Past Operator's License No	Contact Person:
Past Operator's Name & Address:	Phone:
	Date:
Title:	Signature:
New Operator's License No	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
New Operator's Email:	Date:
Title:	Signature:
Acknowledgment of Transfer: The above request for transfer of injection a	
noted, approved and duly recorded in the records of the Kansas Corporation C Commission records only and does not convey any ownership interest in the a	
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: Authorized Signature	Date:
DISTRICT EPR P	PRODUCTION UIC

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)
		<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		

A separate sheet may be attached if necessary.

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

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KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License #	Well Location:			
Name:				
Address 1:	County:			
Address 2:	Lease Name: Well #:			
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:			
Contact Person:				
Phone: () Fax: ()				
Email Address:				
Surface Owner Information:				
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional			
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the			
Address 2:	county, and in the real estate property tax records of the county treasurer.			
City: State: Zip:+				

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

Select one of the following:

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

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

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

Date: ______ Signature of Operator or Agent: ______

Wellbore 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 December 1, 2020, is made from **MM Resources, LLC**, an Oklahoma Limited Liability Corporation whose mailing address is PO Box 20194, Oklahoma City, OK 73156 and **ELM III, LLC**, an Oklahoma Limited Liability Corporation, whose mailing address is 1249 East 33rd, Edmond, OK 73013 (the "Assignor"), to **Derrick Resources, Inc.**, an Oklahoma Corporation, whose address is P.O. Box 306, Henryetta, OK 74437 (the "Assignee").

ARTICLE I

Granting and Habendum

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

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

D. All existing and effective sales, purchase, exchange, gathering, compressor rental and service agreements and other contracts, agreements and instruments which specifically relate, and only insofar as they relate, to the properties and interests listed in Sections A and B above;

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.

ARTICLE II

Acceptance and Assumption

Assignee hereby accepts the assignment of the Assets and hereby assumes, and agrees to defend, indemnify and hold harmless Assignor from and against, any and all Claims (as defined below) attributable to or resulting from the ownership or operation of the Assets, whether arising before or after the date of this Assignment. For purposes hereof, "<u>Claims</u>" means any and all demands, losses, liabilities, damages, obligations, expenses, fines, penalties, costs, claims, causes

ARTICLE III Disclaimer

ANYTHING CONTAINED TO THE Section 3.01 NOTWITHSTANDING CONTRARY IN ANY OTHER PROVISION OF THIS ASSIGNMENT, IT IS THE EXPLICIT INTENT OF EACH PARTY HERETO THAT ASSIGNOR IS NOT MAKING ANY WHATSOEVER, EXPRESS. IMPLIED, REPRESENTATION OR WARRANTY OTHERWISE, THOSE REPRESENTATIONS OR STATUTORY BEYOND OR WARRANTIES EXPRESSLY GIVEN IN THIS ASSIGNMENT, AND IT IS UNDERSTOOD THAT. WITHOUT LIMITING SUCH EXPRESS REPRESENTATIONS AND WARRANTIES, ASSIGNEE TAKES THE ASSETS AS IS AND WHERE IS AND WITH ALL FAULTS. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR HEREBY (I) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO THE CONDITION OF THE ASSETS (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, OR THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS IN OR ON, OR DISPOSED OF OR DISCHARGED FROM, THE ASSETS); AND (II) NEGATES ANY RIGHTS OF ASSIGNEE UNDER STATUTES TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN. IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE ASSETS ARE TO BE ACCEPTED BY ASSIGNEE IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

ARTICLE IV Miscellaneous

Section 4.01 <u>No Third Party Beneficiaries</u>. 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.

Section 4.02 <u>Assignment</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 4.03 <u>Governing Law</u>. 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 December 1, 2020.

ASSIGNOR:

MM Resources, LLC

ELM III, LLC

Edward L. Markwell, III, President

STATE OF OKLAHOMA § COUNTY OF OKLAHOMA §

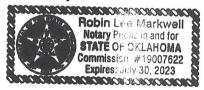
The foregoing instrument was acknowledged before me this <u>&</u> day of December, 2020, by Mike Murphy, as President of MM Resources, LLC, on behalf of said limited liability company.

WITNESS my hand and official seal. 111111 Robin Lee Markwell Notary Public in and for STATE OF OK Notary Public, State of Oklahoma commission dit 007622 Expires: Jul Printed Name: KObin Mar 30 2023 My Commission Expires:

STATE OF OKLAHOMA § COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me this $\underline{\&}$ day of December, 2020, 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: KOb in Jark W 30 My Commission Expires:

STATE OF OKLAHOMA § COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me this _____ day of December, 2020, by Vince Coble, as President of Derrick Resources, Inc. on behalf of said Company and in the capacity therein stated.

WITNESS my hand and official seal.



Notary Public, State of Oklahoma

Printed Name: <u>Kobin Markwell</u> My Commission Expires: <u>July 30</u>, 2023

Exhibit "A" To that certain Assignment and Bill of Sale from MM Resources, LLC and ELM III, Assignor to Derrick Resources, Inc., Assignee, Effective December 1, 2020 located in Hamilton County, Kansas

It is Assignor's intent to convey all right, title and wellbore interest in and to all wellbore rights in