

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
April 2019  
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 \_\_\_\_\_ \*\*

Field Name: \_\_\_\_\_

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

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): \_\_\_\_\_

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: \_\_\_\_\_

New Operator's Email: \_\_\_\_\_

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 \_\_\_\_\_



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: \_\_\_\_\_

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (this "Assignment") effective September 1, 2021 ("Effective Date"), is made by BARBOUR ENERGY CORPORATION; DAN BIEBERLE d/b/a BIEBERLE OIL; BLUE STEM OIL & GAS, LLC; BPDOG, LLC; WILLIAM P. BRADY; BUFFALO CREEK OIL & GAS LLC; LEON O. BUTNER TRUST; CAMDEN ENERGY CORPORATION; CAROTHERS BROTHERS; EUGENE H. CAROTHERS; KENNETH R. CAROTHERS; PATRICIA CHAPMAN; JON CHRISTENSEN; BARBARA JEAN BORT CLUCK; GWENDOLYN DAVIS; DELTA GOLD INC.; JORDAN AND EMMA DISKIN; ESCUE CHILDREN'S TRUST; FANNING TWO ENTERPRISES, L.L.C.; THREE TREES, LLC; MELODY C. FLETCHER; GREGORY J. GLEASON; HANSON ENGINEERING LC; DAVID AND SARA HAYES; DICK HESS FAMILY TRUST #2; JETT RINK, LLC; VIRGIL JURGENSMEYER TRUST; TRACI MANN; MJ-IV, LTD; MOHICAN PETROLEUM INC.; M & W OIL COMPANY LLC; NOLAN PROPERTIES INC.; OIL PRODUCERS, INC. OF KANSAS; OSAGE OIL & GAS L.L.C.; PALACE EXPLORATION COMPANY; PLIMENIK ESTABLISHMENT; QUINQUE OIL & GAS PRODUCING CO.; RAVEN RESOURCES, LLC; DOUGLAS V. REH; DONALD C. ROSS; J. BURR ROSS; DONALD D. SBARRA REVOCABLE TRUST; BRENT SIROKY; SWANEE JOHNSON LLC; TRUE GRIT ENERGY, INC; TURKEY BEARD PETROLEUM, INC.; TERRY UNRUH; WHITE TRUST PROPERTIES, INC.; ZENECO INC., 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. 33<sup>rd</sup> 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 and title of working interest only 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, working or carried interests, operating rights, and other 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 or Leases 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 and title of working interest only, 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.

This Assignment shall bind and inure to the benefit of Assignors and Assignee and their respective successors and assigns.

This Agreement may be executed by Assignors and Assignee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this instrument this 10 day of September, 2021.

ASSIGNEE:

ELM III LLC

  
Ed L. Markwell III, President

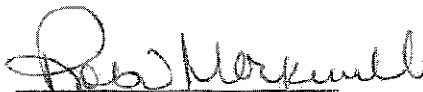
Corporate or Trust Acknowledgment

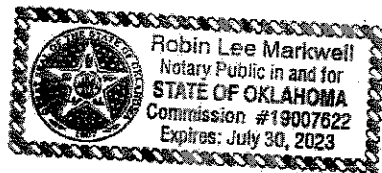
STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

10 Before me, the undersigned, a Notary Public, in and for said county and State, on this day of September, 2021 personally appeared Ed L. Markwell III, to me known to be the identical person who executed the within foregoing instrument, as President of Elm III 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.

My commission expires:  
July 30, 2023

  
Notary Public



**EXHIBIT 'A'**  
**ATTACHED TO THAT CERTAIN ASSIGNMENT**  
**BETWEEN OIL PRODUCERS, INC. OF KANSAS, ETALS**  
**AND ELM III, LLC, DATED SEPTEMBER 1, 2021**  
**SEWARD COUNTY, KANSAS**

**Carfile #4-26**

Oil and gas lease dated October 26, 1944 between Henry Blair Cooper, et al, lessors and Ben F. Brack, lessee, insofar as said lease covers the East Half of the Northwest Quarter (E/2 NW/4); the East Half of the Northeast Quarter (E/2 NE/4); the West Half of the Southwest Quarter (W/2 SW/4); and the West Half of the Southeast Quarter (W/2 SE/4) of Section 26, Township 32 South, Range 33 West, Seward County, Kansas and recorded in Book 73, Page 308, of the records of said County.

Oil and gas lease dated October 26, 1944 between Henry Blair Cooper, et al, lessors and Ben F. Brack, lessee, insofar as said lease covers the East Half of the Northwest Quarter (E/2 NW/4); the East Half of the Northeast Quarter (E/2 NE/4); the West Half of the Southwest Quarter (W/2 SW/4); and the West Half of the Southeast Quarter (W/2 SE/4) of Section 26, Township 32 South, Range 33 West, Seward County, Kansas and recorded in Book 73, Page 308, of the records of said County

Oil and gas lease dated October 26, 1944 between Henry Blair Cooper, et al, lessors and Ben F. Brack, lessee, insofar as said lease covers All of Section 26, Township 32 South, Range 33 West, Seward County, Kansas and recorded in Book 73, Page 308 of the records of said County, Assigning all their right, title and interest in and to the described lease, insofar and only insofar as said lease covers and grants gas rights and any liquids produced with the gas from below the depth of 3,500 feet, down to and including, but not below, the stratigraphic equivalent of 5,850 feet, found in the No. 1-26 Carfile, located 660 feet FNL and 560 feet FEL of Section 26, Township 32 South, Range 33 West, Seward County, Kansas

**Salley Beaty #1-19 WBO and Colburn #1-20 WBO**

Oil and Gas lease dated July 18, 1973, between Shirley J. Colburn and Harley G. Colburn, her husband, lessors and Strong's Inc, lessee, covering the East Half of the Northwest Quarter (E2/NW4), and the East Half (E/2) of Section 19; and the Northwest Quarter (NW/4) and West Half of the Southwest Quarter (W2/SW4) of Section 20, Township 33 South, Range 32 West, Seward County, Kansas and recorded in Book 274, Page 608 of the records of said County.

**\*\*LIMITATIONS AND/OR RESERVATIONS:** This assignment is LIMITED to all rights of Assignor in and to the Chase Group of Formations lying in and under the Acreage Description, only.

**Dowdy WBO**

Oil and Gas Lease dated March 24, 1975, between Rolland Jacquat and Dee Jacquat, husband and wife, lessors, and Ralph M. Reynolds, lessee, covering the Northwest Quarter (NW/4), except for a tract of land 600' x 400' in the NW Corner containing approx. 5.5 acres, in Section 3, Township 35 South, Range 33 West, Seward County, Kansas, and recorded in Book 282, Page 885, of the records of said county.

Oil and Gas Lease dated March 11, 1975, between Owen F. Dowdy and J.M. Dowdy, husband and wife, lessors, and Ralph M. Reynolds, lessee, covering the Southwest Quarter (SW/4) of Section 3, Township 35 South, Range 33 West, Seward County, Kansas, and recorded in Book 282, Page 587, of the records of said county.

**Dudrey**

Oil and Gas Lease dated May 8, 1990, executed by and between Larry A. Roehr and Roma Ann Roehr, husband and wife, lessors, in favor of Michael J. Bennett, lessee, covering all of the East Half

Exhibit A

Page 2

of the Southeast Quarter (E/2 SE/4) of Section 12, Township 33 South, Range 32 West, Seward County, Kansas, and recorded in Book 413, Page 549, of the records of said county.

Oil and Gas Lease dated May 8, 1990, executed by and between Larry A. Roehr and Roma Ann Roehr, husband and wife, lessors, in favor of Michael J. Bennett, lessee, covering all Lots 3,4, and the East Half of the Southwest Quarter (E/2 SW/4) of Section 7, Township 33 South, Range 31 West, Seward County, Kansas, and recorded in Book 413, Page 536, of the records of said county.

Oil and Gas Lease dated May 22, 1990, executed by and between THE BAPTIST FOUNDATION OF OKLAHOMA, lessor, in favor of Michael J. Bennett, lessee, covering all of the North East Quarter (NE/4) of Section 7, Township 33 South, Range 31 West, Seward County, Kansas, and recorded in Book 413, Page 546, of the records of said county.

Oil and Gas Lease dated May 22, 1990, executed by and between Alva C. Nance, a single person, lessor, in favor of Michael J. Bennett, lessee, covering all of the Southeast Quarter (SE/4) of Section 7, Township 33 South, Range 31 West, Seward County, Kansas, and recorded in Book 413, Page 543, of the records of said county.

Oil and Gas Lease dated April 17, 1991, executed by and between Pauline June Aley, dealing in her sole and separate property, lessor, in favor of FIRST NATIONAL OIL, INC., lessee, covering all of the Northwest Quarter (NW/4) of Section 17, Township 33 South, Range 31 West, Seward County, Kansas, and recorded in Book 423, Page 323, of the records of said county.

Oil and Gas Lease dated April 17, 1991, executed by and between Anna B. Morgan, dealing in her sole and separate property, lessor, in favor of FIRST NATIONAL OIL, INC., lessee, covering all of the Northwest Quarter (NW/4) of Section 17, Township 33 South, Range 31 West, Seward County, Kansas, and recorded in Book 423, Page 321, of the records of said county.

Oil and Gas Lease dated April 17, 1991, executed by and between Edward B. Kiley, dealing in his sole and separate property, lessor, in favor of FIRST NATIONAL OIL, INC., lessee, covering all of the Northwest Quarter (NW/4) of Section 17, Township 33 South, Range 31 West, Seward County, Kansas, and recorded in Book 423, Page 327, of the records of said county.

Oil and Gas Lease dated April 17, 1991, executed by and between Patrick Q. Kiley, dealing in his sole and separate property, lessor, in favor of FIRST NATIONAL OIL, INC., lessee, covering all of the Northwest Quarter (NW/4) of Section 17, Township 33 South, Range 31 West, Seward County, Kansas, and recorded in Book 423, Page 325, of the records of said county.

Oil and Gas Lease dated April 15, 1991, executed by and between Brice W. Sherer and Waneta Alma Sherer, by and through her Attorney-in-Fact Richard L. Sherer, husband and wife, as Joint Tenants, lessors, in favor of FIRST NATIONAL OIL, INC., lessee, covering the Southeast Quarter of the Northwest Quarter (SE/4 NW/4), the Northeast Quarter of the Southwest Quarter (NE/4 SW/4), and the North Half of the Southeast Quarter (N/2 SE/4) of Section 18, and the Southwest Quarter (SW/4) of Section 17, all lands located in Township 33 South, Range 31 West, Seward County, Kansas, and recorded in Book 423, Page 031, of the records of said county.

**McVey #1A-12**

Oil and Gas lease dated May 8, 1990, between Larry A. Roehr and Roma Ann Roehr, husband and wife, lessors, and Michael J. Bennett, lessee, covering INSOFAR as said lease covers the South Half of the Southeast Quarter (S2/SE4) of Section 1, Township 33 South, Range 32 West, Seward County, Kansas and recorded in Book 412 Page 534 of the records of said County.

Oil and Gas lease dated May 8, 1990, between Linden I. McVey and Lottie McVey, husband and wife, lessors, and Michael J. Bennett, lessee, covering INSOFAR as said lease covers the South Half of the Southwest Quarter (S2/SW4) of Section 1, Township 33 South, Range 32 West, Seward County, Kansas and recorded in Book 414 Page 233 of the records of said County.



Exhibit A  
Page 3

Oil and Gas lease dated May 8, 1990, between John H McVey and Florence M McVey, Trustees of the John H McVey and Florence M McVey Trust, dtd 3/31/1990, lessors, and Michael J Bennett, lessee, covering INsofar as said lease covers the South Half of the Southeast Quarter (S2/SE4) of Section 2, Township 33 South, Range 32 West, Seward County, Kansas and recorded in Book 412 Page 555 of the records of said County.

Oil and Gas lease dated May 8, 1990, between John H McVey and Florence M McVey, Trustees of the John H McVey and Florence M McVey Trust, dtd 3/31/1990, lessors, and Michael J Bennett, lessee, covering the Northeast Quarter (NE4) of Section 11, Township 33 South, Range 32 West, Seward County, Kansas and recorded in Book 412 Page 561 of the records of said County.

Oil and Gas lease dated May 8, 1990, between Larry A Roehr and Roma Ann Roehr, husband and wife, lessors, and Michael J Bennett, lessee, covering the Northwest Quarter (NW4) of Section 12, Township 33 South, Range 32 West, Seward County, Kansas and recorded in Book 412 Page 548 of the records of said County.

Oil and Gas lease dated May 8, 1990, between Robert D McVey and Janice McVey, husband and wife, lessors, and Michael J Bennett, lessee, covering the Northwest Quarter (NW4) of Section 12, Township 33 South, Range 32 West, Seward County, Kansas and recorded in Book 412 Page 579 of the records of said County.

Oil and Gas lease dated May 8, 1990, between Larry A Roehr and Roma Ann Roehr, husband and wife, lessors, and Michael J Bennett, lessee, covering the Northeast Quarter (NE4) of Section 12, Township 33 South, Range 32 West, Seward County, Kansas and recorded in Book 412 Page 541 of the records of said County.

Oil and Gas lease dated May 8, 1990, between Robert D McVey and Janice M McVey, husband and wife, lessors, and Michael J Bennett, lessee, covering the Northeast Quarter (NE4) of Section 12, Township 33 South, Range 32 West, Seward County, Kansas and recorded in Book 412 Page 573 of the records of said County.

**\*\*LIMITATIONS AND/OR RESERVATIONS:** This assignment is LIMITED to all rights of Assignor in and to the Chase Group of Formations lying in and under the Acreage Description, only.

Everson #2 WBO

Oil and Gas lease dated January 29, 1971 Marie B Everson, widow, lessor, Nelson B Escue, lessee, covering the Northeast Quarter (NE4) of Section 36, Township 33 South, Range 31 West, Seward County, Kansas and recorded in Book 261 Page 631 of the records of said County.

Feiertag #1-26 WBO

Oil and Gas Lease dated December 6, 1950, between Winnie Hill, lessor, and Skelly Oil Company, lessee, covering the Northwest Quarter (NW/4) Gas rights from base of Council Grove to 5900', extending to all except Feiertag 1-26 Wellbore, Section 26, Township 31 South, Range 32 West, Seward County, Kansas, and recorded in Book 106, Page 448, of the records of said county.

Oil and Gas Lease dated August 21, 1950, between Eva Mae Angell, et vir, lessor, and Skelly Oil Company, lessee, covering the Southwest Quarter (SW/4) Gas rights from the base of Council Grove to 5900', extending to all except Feiertag 1-26 Wellbore, Section 26, Township 31 South, Range 32 West, Seward County, Kansas, and recorded in Book 102, Page 547, of the records of said county.

Oil and Gas Lease dated August 22, 1950, between Sarah Ellen Collingwood Trust, lessor, and Skelly Oil Company, lessee, covering the Northeast Quarter (NE/4) Gas rights from base of Council Grove to 5900', extending to all except Feiertag 1-26 Wellbore, Section 26, Township 31 South, Range 32 West, Seward County, Kansas, and recorded in Book 102, Page 467, of the records of said county.

Oil and Gas Lease dated March 30, 1948, between H. F. Sutton, et ux, lessor, and Ohio Oil Company, lessee, covering the Southeast Quarter (SE/4) Gas rights from base of Council Grove to 5900', extending to all except Feiertag 1-26 Wellbore, Section 26, Township 31 South, Range 32 West, Seward County, Kansas, and recorded in Book 85, Page 86, of the records of said county.

Oil and Gas Lease dated February 1, 1990, between Sarah Ellen Collingwood Feiertag Trust, lessor, and Ensign Operating Co., lessee, covering the Right of Way in the Northeast Quarter (NE/4), not to exceed 50' in width of Section 26, Township 31 South, Range 32 West, Seward County, Kansas, and recorded in Book 421, Page 43, of the records of said county.

Oil and Gas Lease dated March 1, 1993, between Sarah Ellen Collingwood Feiertag Trust, lessor, and Ensign Operating Co., lessee, covering a 150' square along the East boundary of Section 26, North of half section line and North of tap point and master meter containing .516 acres m/l of Section 26, Township 31 South, Range 32 West, Seward County, Kansas.

Oil and Gas Lease dated April 16, 1991, between Sarah Ellen Collingwood Feiertag Trust, lessor, and Ensign Operating Co., lessee, covering the Pipeline Right of Way in the Northeast Quarter (NE/4) of Section 26, Township 31 South, Range 32 West, Seward County, Kansas, and recorded in Book 422, Page 232, of the records of said county.

**Harvey #1-7 & Harvey #2A-7**

Oil and Gas lease dated August 6, 1974, Cecil Milhon, et ux, lessor, Nelson B Escue, lessee, covering the Southeast Quarter (SE/4) and Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section 7, Township 33 South, Range 32 West, Seward County, Kansas and recorded in Book 279 Page 280 of the records of said County.

Oil and Gas lease dated August 12, 1974, W.E. Hirn, et al, lessor, Nelson B Escue, lessee, covering the Southeast Quarter (SE/4) and Southeast Quarter of the Southwest Quarter (SE/4SW/4) of Section 7, Township 33 South, Range 32 West, Seward County, Kansas and recorded in Book 279 Page 292 of the records of said County.

Oil and Gas lease dated August 29, 1974, Alice B Bramlett, et al, lessor, Ralph P Clarks, Jr, lessee, covering the Northeast Quarter (NE/4) and the South Half of the Northwest Quarter (S/2 NW/4) and the North Half of the Southwest Quarter (N/2 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section 7, Township 33 South, Range 32 West, Seward County, Kansas and recorded in Book 280 Page 824 of the records of said County.

Oil and Gas lease dated February 4, 1975, Lena E Hunt, Executrix of the Estate of AB Hunt, deceased, lessor, First National Oil, Inc., lessee, covering the North Half of the Northwest Quarter (N/2 NW/4) of Section 7, Township 33 South, Range 32 West, Seward County, Kansas and recorded in Book 281 Page 539 of the records of said County.

Oil and Gas lease dated January 28, 1975, Jack R Massoni, et ux, lessor, First National Oil, Inc., lessee, covering the North Half of the Northwest Quarter (N/2 NW/4) of Section 7, Township 33 South, Range 32 West, Seward County, Kansas and recorded in Book 281 Page 541 of the records of said County.

**\*\*Limited to the Chase Group of Formations**

**Lemert 1-34**

Oil and Gas lease dated July 15, 2003, between Betty Jo Sheafor, Annette L. Lemert and J. Rex Lemert, each individually and also doing business as B.H. Lemert & Sons, Lessors, and Oil Producers, Inc. of Kansas, Lessee, covering all of Section 34, Township 32 South, Range 33 West, Seward County, Kansas and recorded in Book 556, Page 741 of said County.

**Printz # 1-10 Lease WBO & Printz #2-10 SWD WBO**

Oil and Gas Lease dated August 1, 1944, between Thurman H. Printz, a/k/a T. H. Printz and Elsie M. Printz, his wife, lessors and Joe E. Denham, lessee, insofar and only insofar as said oil and gas lease covers the North Half of the Northeast Quarter (N/2 NE/4) of Section 10, Township 32 South, Range 33 West, Seward County, Kansas, and recorded in Book 69, Page 86 of the records of said county, as to the oil and casinghead gas rights ONLY from the top of the Heebner formation (or four hundred (400) feet below the base of the Council Grove Formation if the Heebner Shale is not present) down to the base of the Chester Formation as encountered in the Printz #1-10 well which is located N/2 NE/4 of 10-32S-33W, Seward Co., Ks.