KOLAR Document ID: 1665532

# 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:	1			
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:			
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:			
Gas Gathering System:	Lease Name:			
Saltwater Disposal Well - Permit No.:				
Spot Location:feet from N / S Line	SecTwpRE \[ V \]			
feet from E /W Line	Legal Description of Lease:			
Enhanced Recovery Project Permit No.:				
Entire Project: Yes No	County:			
Number of Injection Wells**	Production Zone(s):			
Field Name:	Injection Zone(s):			
** Side Two Must Be Completed.	injection Zene(e).			
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:			
	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	authorization, surface pit permit # has been			
noted, approved and duly recorded in the records of the Kansas Corporation	Commission. This acknowledgment of transfer pertains to Kansas Corporation			
Commission records only and does not convey any ownership interest in the	above injection well(s) or pit permit.			
is acknowledged as	is acknowledged as			
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit			
Permit No.: Recommended action:	permitted by No.:			
Date:	Date:			
Authorized Signature	Authorized Signature			
DISTRICT EPR	PRODUCTION UIC			
I				

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#### Side Two

## Must Be Filed For All Wells

KDOR Lease No.:					
* Lease Name: _			_ * Location:		
Well No.	API No. (YR DRLD/PRE '67)	· · · · · · · · · · · · · · · · · · ·		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle:</i> FSL/FNL	Circle: 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 _		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		

A separate sheet may be attached if necessary.

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

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## Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
July 2021
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) C	CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	
Name:	
Address 1:	•
Address 2:	
City:	the lease heless:
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
Address 2:	and the same time the same to extend a same and the same and a fitting a same to the same and
City: State: Zip:+	
	s, tank batteries, pipelines, and electrical lines. The locations shown on the plat red on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
☐ I certify that, pursuant to the Kansas Surface Owner N provided the following to the surface owner(s) of the lar Form C-1, Form CB-1, Form T-1, or Form CP-1 that I are	lotice Act (see Chapter 55 of the Kansas Statutes Annotated), I have nd upon which the subject well is or will be located: 1) a copy of the m filing in connection with this form; 2) if the form being filed is a Form by my operator name, address, phone number, fax, and email address.
the KCC will be required to send this information to the si	r(s). I acknowledge that, because I have not provided this information, urface owner(s). To mitigate the additional cost of the KCC performing d address of the surface owner by filling out the top section of this form ble to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 han form and the associated Form C-1, Form CB-1, Form T-1, or Form	ndling fee with this form. If the fee is not received with this form, the KSONA-1 in CP-1 will be returned.
I hereby certify that the statements made herein are true and corre	ect to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

## OFFICE OF THE SECRETARY OF STATE



# **CERTIFICATE OF MERGER**

WHEREAS,

## SNR OPERATING, LLC

a limited liability company organized under the laws of the State of OKLAHOMA, has filed in the office of the Secretary of State duly authenticated evidence of a merger whereby said limited liability company is the survivor, as provided by the laws of the State of Oklahoma.

**NOW THEREFORE, I,** the undersigned Secretary of State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Certificate evidencing such merger.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Oklahoma.

EFFECTIVE DATE: June 30, 2022

THE STATE OF CHARLES O

Filed in the City of Oklahoma City this <u>28th</u> day of <u>June</u>, <u>2022</u>, .

Secretary Of State

06/28/2022 03:34 PM OKLAHOMA SECRETARY OF STATE





# ARTICLES OF MERGER OF SNR Central Oklahoma Operating, LLC AND SNR Kansas Operating, LLC INTO SNR Northern Oklahoma Operating, LLC

Pursuant to Section 2054 of the Oklahoma Limited Liability Company Act

SNR Northern Oklahoma Operating, LLC, as the surviving limited liability company, hereby states and certifies as follows:

1) The name, type and jurisdiction of organization of each of the business entities which are to merge is:

Name

SNR Central Oklahoma
Operating, LLC

SNR Kansas Operating, LLC

limited liability company
Oklahoma
Oklahoma

SNR Northern Oklahoma
Operating, LLC

limited liability company
Oklahoma
Oklahoma
Oklahoma
Oklahoma

- 2) An agreement of merger has been approved and executed by the domestic limited liability companies which are to merge.
- 3) The name of the surviving company is SNR Operating, LLC, as provided in the Articles of Organization of SNR Operating, LLC attached hereto as Exhibit A.
- 4) The effective time of this merger is 12:02 a.m. Central Time on June 30, 2022 (the "Effective Time").
- 5) The executed agreement of merger is on file at the principal place of business of the surviving limited liability company at 301 Northwest 63<sup>rd</sup> Street, Suite 400, Oklahoma City, Oklahoma 73116.
- 6) A copy of the agreement of merger will be furnished by SNR Northern Oklahoma Operating, LLC, on request and without cost, to any member of SNR Northern Oklahoma Operating, LLC, SNR Central Oklahoma Operating, LLC, or SNR Kansas Operating LLC, or any person holding a membership or membership, economic or ownership interest in any of SNR Northern Oklahoma Operating, LLC, SNR Central Oklahoma Operating, LLC, or SNR Kansas Operating LLC.

- 7) The Articles of Organization of SNR Northern Oklahoma Operating, LLC, as in effect immediately prior to the Effective Time, shall be amended and restated in its entirety immediately after the Effective Time to read as set forth on Exhibit A and as so amended will be the Articles of Organization of the surviving limited liability company.
- 8) The operating agreement of SNR Northern Oklahoma Operating, LLC, as in effect immediately prior to the Effective Time, shall be the operating agreement of the surviving limited liability company until duly amended in accordance with its terms and applicable law.

[Signature Page Follows]

IN WITNESS WHEREOF, SNR Northern Oklahoma Operating, LLC, as the surviving limited liability company, has caused this Agreement of Merger to be executed this 28th day of June, 2022.

SNR NORTHERN OKLAHOMA OPERATING, LLC By: Siena Natural Resources, LLC its sole manager

Name: John C. McClendon Title: Chief Executive Officer

### EXHIBIT A

# AMENDED AND RESTATED ARTICLES OF ORGANIZATION OF SNR OPERATING, LLC

This Amended and Restated Articles of Organization is filed pursuant to Section 2011 of the Oklahoma Limited Liability Company Act (the "Act") to amend and restate the Articles of Organization of SNR Operating, LLC (previously named SNR Northern Oklahoma Operating, LLC), originally filed with the Oklahoma Secretary of State on July 25, 2018.

The Articles of Organization is hereby amended and restated in its entirety to read as follows:

- 1) Name. The name of the company is SNR Operating, LLC (the "Company").
- 2) <u>Term.</u> The Company will commence on the date of filing of these Articles of Organization with the Secretary of State of Oklahoma and will continue perpetually until: (a) the dissolution of the Company in accordance with the Act, or (b) the dissolution of the Company in accordance with the provisions of any agreement (the "Operating Agreement") among the member(s) of the Company as to the affairs of the Company or the conduct of the Company's business.
- 3) <u>Purpose</u>. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be organized under the Act.
- 4) <u>Principal Location</u>. The address of the Company's principal place of business in the State of Oklahoma is 301 Northwest 63<sup>rd</sup> Street, Suite 400, Oklahoma City, Oklahoma 73116.
- 5) <u>E-Mail</u>. The e-mail address of the primary contact for the registered business is thurst@sienanaturalresources.com.
- 6) Registered Agent. The name of the Company's registered agent in the State of Oklahoma is SNR Operating, LLC, with an address at 301 Northwest 63<sup>rd</sup> Street, Suite 400, Oklahoma City, Oklahoma 73116.
- 7) <u>Management</u>. The Company will be managed either by (a) its member(s) pursuant to the Company's Operating Agreement or (b) one or more managers designated by or pursuant to the Operating Agreement.
- 8) <u>Limitation of Liability</u>. The member(s), manager(s) and officer(s) of the Company will not be liable to the Company or its member(s) for monetary damages for the breach of any fiduciary duty or any duty under the Act except personal liability for: (a) the breach of the duty of loyalty to the Company or the Company's member(s); (b) acts or omissions by such manager, member, or officer which are not in good faith, involve intentional misconduct or involve a knowing violation of law; or (c) any transaction for which the manager, member, or officer derived an improper personal benefit. No amendment or repeal of this paragraph 8 will apply to or have

any effect on the liability or alleged liability of any member, manager or officer for or with respect to any acts or omissions of such member or manager occurring prior to such amendment or repeal.

9) Indemnity. The Company will indemnify any person who is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative by reason of the fact that such person is or was a manager, member, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, manager, officer, employee or agent of another corporation, partnership, joint venture or other enterprise against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Company. The termination of any such proceeding by judgment, order, settlement, conviction or plea of nolo contendere or its equivalent will not create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Company. With respect to a suit by or in the right of the Company to procure a judgment in its favor the right of indemnification under this paragraph will be limited to the same extent as derivative actions on behalf of a corporation under the Oklahoma General Corporation Act. Each person is entitled, without demand on the Company or any action by the Company, to enforce the foregoing indemnity in an action at law against the Company. The foregoing right of indemnification is not exclusive of any rights to which any such person may now or hereafter be otherwise entitled.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned has duly executed this Amended and Restated Articles of Organization as of June 30, 2022.

SNR OPERATING, 17.2

By: Siena Natural Resources, LLG, its sole manager

Name: John C. McClendon

Title: Chief Executive Officer



# **CONSENT TO USE OF NAME**

TO: OKLAHOMA SECRETARY OF STATE 421 N.W. 13th, Suite 210 Oklahoma City, Oklahoma 73103 (405) 522-2520

I hereby execute the following consent to the use of same name or indistinguishable name pursuant to the provisions of Title 18, Section 1141.1 or Section 2008.2b or Title 54, Section 500-108A, whichever is applicable:

	Name of consenting business entity: Standby, LLC (formerly SNR Operating, LLC	)
2.	State or jurisdiction of formation of co	nsenting business entity: Oklahoma
3.	Business entity is a: (PLEASE CHE	CK ONE)
	☐ Corporation	☑ Limited Liability Company
	Limited Partnership	Limited Liability Partnership
	☐ Trade Name	Other
	Name of proposed business entity to wo	which this consent is being given:
5.	State or jurisdiction of formation of bu	siness entity receiving consent:
6.	In the event the consenting name is in (PLEASE CHECK ONE)	dentical to the proposed name, the consenting entity is about to:
	Change its name	Cease to do business
	Withdraw from Oklahoma	☐ Be wound up
	onsent to use of name must be signed signed this 24th day of JUNC	by the authorized person(s) of the consenting business entity.
Joh	Signature .	Signature
<u>Jon</u>	n C. McClendon Printed Name	Printed Name
CEO.		
	Title	Title