

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 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) 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 (see Chapter 55 of the Kansas Statutes Annotated), 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: _____

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



*Filed in the City of Oklahoma City this
28th day of June, 2022, .*

Secretary Of State

06/28/2022 03:34 PM

OKLAHOMA SECRETARY OF STATE



SOS



55233620002

**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:

<u>Name</u>	<u>Type of Entity</u>	<u>Jurisdiction of Formation</u>
SNR Central Oklahoma Operating, LLC	limited liability company	Oklahoma
SNR Kansas Operating, LLC	limited liability company	Oklahoma
SNR Northern Oklahoma Operating, LLC	limited liability company	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 63rd 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

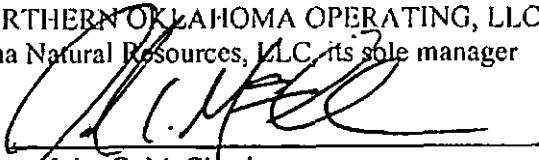
By: 
Name: John C. McClendon
Title: Chief Executive Officer

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) Term. 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) Purpose. 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) Principal Location. The address of the Company’s principal place of business in the State of Oklahoma is 301 Northwest 63rd Street, Suite 400, Oklahoma City, Oklahoma 73116.
- 5) E-Mail. 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 63rd Street, Suite 400, Oklahoma City, Oklahoma 73116.
- 7) Management. 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) Limitation of Liability. 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, LLC

By: Siena Natural Resources, LLC, its sole manager

By: 

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:

1. Name of consenting business entity:
SNR Standby, LLC (formerly SNR Operating, LLC)

2. State or jurisdiction of formation of consenting business entity: Oklahoma

3. Business entity is a: (PLEASE CHECK ONE)

Corporation

Limited Liability Company

Limited Partnership

Limited Liability Partnership

Trade Name

Other

4. Name of proposed business entity to which this consent is being given:
SNR Operating, LLC

5. State or jurisdiction of formation of business entity receiving consent: Oklahoma

6. In the event the consenting name is identical to the proposed name, the consenting entity is about to:
(PLEASE CHECK ONE)

Change its name

Cease to do business

Withdraw from Oklahoma

Be wound up

The consent to use of name must be signed by the authorized person(s) of the consenting business entity.

Signed this 24th day of June, 2022 by:



Signature

John C. McClendon

Printed Name

CEO

Title

Signature

Printed Name

Title