

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: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Oil / Gas Purchaser: _____

Title: _____

Date: _____

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 _____

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)
		Circle: FSL/FNL	Circle: FEL/FWL		
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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 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: _____

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MORTON §

THAT, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Scout Energy Group I, LP, a Texas limited partnership, and Scout Energy Partners I-A, LP, a Delaware liability partnership, whose address is 13800 Montfort Drive, Suite 100, Dallas, Texas 75240 (hereinafter referred to collectively as "Assignor"), does hereby sell, assign and transfer to Martin's Resources, LLC., an Oklahoma limited liability company whose address is 202929 East County Road 43, Woodward, Oklahoma, 73801, ("Assignee"), its successors and assigns, subject to the terms of this Conveyance and Assignment and Bill of Sale (this "Assignment"), the following (the "Properties"):

(i) all of Assignor's right, title and interest in and to the oil and gas lease described on Exhibit A attached hereto and incorporated herein by reference ("Subject Leases");

(ii) all of Assignor's right, title and interest in and to all personal property and other improvements appurtenant to or located on the Subject Leases and lands pooled therewith, including, without limitation, the wells listed on Exhibit A and lease equipment, facilities and fixtures associated therewith;

(iii) all right, title and interest of Assignor in and to all rights-of-way, easements or similar interests appurtenant to the Subject Leases; and

(iv) all of Assignor's right, title and interest in all contracts, agreements or other instruments and contract rights associated with or incident to the Subject Leases other than (A) master services agreements, and (B) commodity hedging agreements.

The Properties assigned hereby are subject to all the terms, conditions, limitations and the lessor's royalty set forth in the Subject Leases assigned pursuant hereto.

Assignor warrants title to the Properties against claims by all parties claiming by, through, or under Assignor, but not otherwise and only to the extent of such claims by, through, or under Assignor for which Assignee gives Assignor written notice within six (6) months of the date hereof.

Assignee agrees to indemnify and hold Assignor harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character ("Assumed Liabilities") related to the Properties and (a) arising out

of, incident to, or in connection with the ownership, use, occupancy, operation or abandonment of the Properties, or the maintenance, use, handling or resale of the equipment, and to the extent timely written notice is not given to Assignor pursuant to the immediately following paragraph, that, in each case, arises before the Effective Date, (b) without limiting Assignee's remedies for Environmental Defects under the Letter Agreement (as defined below), incurred or imposed pursuant to any environmental law ("Environmental Liabilities") to the extent arising from, based upon, related to or associated with the Properties, regardless of whether such Environmental Liabilities are deemed to have arisen or accrued or are attributable to periods before, on or after the Effective Date, and (c) related to the plugging, abandonment and remediation of any well(s) on the Subject Leases or lands pooled therewith, including but not limited to those listed on Exhibit A of this Assignment. If it becomes necessary to plug and abandon or remediate any well(s) on the Subject Leases or lands pooled therewith, including but not limited to those listed on Exhibit A of this Assignment, Assignee, at Assignee's sole risk and expense, will plug and abandon and remediate said well(s) in accordance with all local, state and federal laws, rules and regulations and will restore the premises pursuant to the terms and provisions contained in the applicable Subject Leases described on Exhibit A attached hereto.

Except to the extent constituting an Assumed Liability, Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all liabilities arising out of, incident to, or in connection with use, occupancy or operation of the Properties before the Effective Date, but limited to the extent that Assignee gives Assignor written notice of such liability within six (6) months of the date hereof.

THE INDEMNIFICATION, RELEASE AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS ASSIGNMENT SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE ACTIVE, PASSIVE, COMPARATIVE, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF THE PARTIES HERETO.

Assignor agrees to execute and deliver all such other notices, releases and other documents, and will do all such other acts and things, as may be necessary more fully to assure to Assignees, or their successors or assigns, all of the respective rights herein granted or intended to be granted.

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

This Assignment is entered into pursuant to that certain letter agreement between Assignor and Assignee dated August 22, 2023 (the "Letter Agreement"). In the event of a conflict between the terms of the Letter Agreement and this Assignment, the Letter Agreement will control.

This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction.

All exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such exhibits to instruments on file in the public records are made for all purposes.

EXECUTED this 21st day of September 2023, to be effective, however, as of 12:01 a.m., July 1, 2023 (the "Effective Date").

[SIGNATURE PAGES TO FOLLOW]

ASSIGNOR:

SCOUT ENERGY GROUP I, LP

By: Scout Energy Group I GP LLC, its General Partner

By: Todd Flott

Name: Todd Flott
Managing Director

SCOUT ENERGY PARTNERS I, LP

By: Scout Energy Group I, LP, its General Partner

By: Scout Energy Group I GP LLC, its General Partner

By: Todd Flott

Name: Todd Flott
Managing Director

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me this 21st day of September, 2023, by Todd Flott, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as the Managing Director of Scout Energy Group I GP, LLC, which is the General Partner of Scout Energy Group I, LP, which is in turn the General Partner of Scout Energy Partners I-A, LP, a Delaware limited partnership, as the act and deed of said limited liability company and limited partnerships, for the purpose and consideration therein expressed.

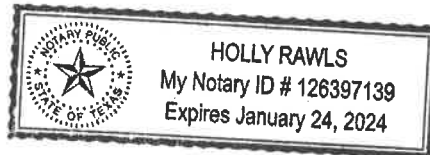
In witness whereof, I hereunto set my hand and official seal.

Holly Rawls

Notary Public of the State of Texas


My Commission Expires:

January 24, 2024




ASSIGNEE:

Martin's Resources, LLC

By: 
Name: Jasen Martins
Title: Owner

STATE OF Oklahoma §
 §
COUNTY OF Woodward §

This instrument was acknowledged before me on the 15th day of September, 2023, by Jasen Martins, Owner of Martin's Resources, LLC an Oklahoma Limited Liability Company.


Notary Public, State of Oklahoma

My Commission Expires:
03-01-2024

TONI DEVINE
NOTARY PUBLIC - STATE OF OKLAHOMA
COMMISSION #16002343
MY COMMISSION EXPIRES 03-01-2024

RELEASE OF NET PROFITS OVERRIDING ROYALTY INTEREST

Scout Energy Partners I-B, LP join in this Conveyance, Assignment and Bill of Sale (this "Assignment") for the limited purpose of releasing the interests assigned by this Assignment from any Conveyance of Net Profits Overriding Royalty Interest conveyed to Scout Energy Partners I-B, LP, whether recorded in the records of Morton County, Kansas or not, such that Assignee shall receive the interests conveyed by this Assignment free and clear from any burden related to such Conveyance of Net Profits Overriding Royalty Interest.

SCOUT ENERGY PARTNERS I-B, LP

By: Scout Energy Group I, LP, its General Partner

By: Scout Energy Group I GP, LLC, its General Partner

By: Todd Flott

Name: Todd Flott
Managing Director

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 21st day of September, 2023, by Todd Flott, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as the Managing Director of Scout Energy Group I GP, LLC, which is the General Partner of Scout Energy Group I, LP, which is in turn the General Partner of Scout Energy Partners I-B, LP, a Delaware limited partnership, as the act and deed of said limited liability company and limited partnerships, for the purpose and consideration therein expressed.

In witness whereof, I hereunto set my hand and official seal.

Holly Rawls
Notary Public of the State of Texas
My Commission Expires:
January 24, 2024

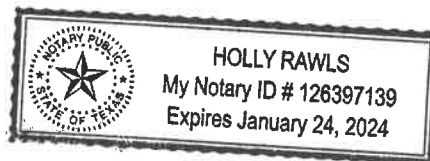


Exhibit "A" Wells

Attached to that certain Assignment Bill of Sale effective dated August 1, 2023 between Scout Energy Group I, LP and Scout Energy Partners I-A, LP as Sellers and Martin's Resources, LLC. as Buyer.

Well	Operator	API	State	County
NW FLATS 2-4	Scout Energy Management, LLC	1512900170	Kansas	Morton
NW FLATS 5B-1	Scout Energy Management, LLC	1512900555	Kansas	Morton
NW FLATS 3B-1	Scout Energy Management, LLC	1512900556	Kansas	Morton
NW FLATS 5-2	Scout Energy Management, LLC	1512920762	Kansas	Morton
NW FLATS UNIT 1-3A	Scout Energy Management, LLC	1512921954	Kansas	Morton
NW FLATS 2-5	Scout Energy Management, LLC	1512921873	Kansas	Morton
NW FLATS 3-3	Scout Energy Management, LLC	1512921874	Kansas	Morton
NW FLATS 3-4	Scout Energy Management, LLC	1512921879	Kansas	Morton
NW FLATS 8-8	Scout Energy Management, LLC	3513922284	Oklahoma	Texas
NW FLATS 13-2	Scout Energy Management, LLC	3513920877	Oklahoma	Texas
NW FLATS 14-1	Scout Energy Management, LLC	3513920885	Oklahoma	Texas
NW FLATS 9-8	Scout Energy Management, LLC	3513921927	Oklahoma	Texas
NW FLATS 11-5	Scout Energy Management, LLC	3513924525	Oklahoma	Texas
NW FLATS 7-1	Scout Energy Management, LLC	3513935697	Oklahoma	Texas
NW FLATS 13-3	Scout Energy Management, LLC	3513922100	Oklahoma	Texas
NW FLATS 9-10	Scout Energy Management, LLC	3513922220	Oklahoma	Texas
NW FLATS 8-7	Scout Energy Management, LLC	3513922248	Oklahoma	Texas
NW FLATS 7-2	Scout Energy Management, LLC	3513935698	Oklahoma	Texas
NW FLATS 7-4	Scout Energy Management, LLC	3513935700	Oklahoma	Texas
NW FLATS 9-3	Scout Energy Management, LLC	3513935753	Oklahoma	Texas
NW FLATS 8-9	Scout Energy Management, LLC	3513922413	Oklahoma	Texas
NW FLATS 13-4	Scout Energy Management, LLC	3513922429	Oklahoma	Texas
NW FLATS 9-13	Scout Energy Management, LLC	3513922455	Oklahoma	Texas
NW FLATS 11-3	Scout Energy Management, LLC	3513924443	Oklahoma	Texas
NW FLATS 7-5	Scout Energy Management, LLC	3513924510	Oklahoma	Texas
NW FLATS 11-4	Scout Energy Management, LLC	3513924511	Oklahoma	Texas
NW FLATS 5-3	Scout Energy Management, LLC	1512921087	Kansas	Morton
NW FLATS 9-7	Scout Energy Management, LLC	3513922010	Oklahoma	Texas
NW FLATS 9-16	Scout Energy Management, LLC	3513924504	Oklahoma	Texas
NW FLATS 7-6	Scout Energy Management, LLC	3513924526	Oklahoma	Texas
NW FLATS 7-10	Scout Energy Management, LLC	3513924530	Oklahoma	Texas
NW FLATS 7-7	Scout Energy Management, LLC	3513924523	Oklahoma	Texas
NW FLATS 7-9	Scout Energy Management, LLC	3513924531	Oklahoma	Texas
NW FLATS 9-9	Scout Energy Management, LLC	3513922099	Oklahoma	Texas
NW FLATS 8-10A	Scout Energy Management, LLC	3513922462	Oklahoma	Texas
NW FLATS 8-11	Scout Energy Management, LLC	3513924444	Oklahoma	Texas
NW FLATS 7-8	Scout Energy Management, LLC	3513924524	Oklahoma	Texas
NW FLATS 7-11	Scout Energy Management, LLC	3513924597	Kansas	Osage
NW FLATS 12-1	Scout Energy Management, LLC	3513930062	Oklahoma	Texas
NW FLATS 13-1	Scout Energy Management, LLC	3513930170	Oklahoma	Texas
NW FLATS 8-6	Scout Energy Management, LLC	3513930258	Oklahoma	Texas

Well	Operator	API	State	County
NW FLATS 10-1	Scout Energy Management, LLC	3513935694	Oklahoma	Texas
NW FLATS 9-11	Scout Energy Management, LLC	3513922316	Oklahoma	Texas
NW FLATS 9-12	Scout Energy Management, LLC	3513922332	Oklahoma	Texas
NW FLATS 9-14	Scout Energy Management, LLC	3513924502	Oklahoma	Texas
NW FLATS 9-1	Scout Energy Management, LLC	3513935749	Oklahoma	Texas
NW FLATS 9-2	Scout Energy Management, LLC	3513935751	Oklahoma	Texas
NW FLATS 9-15	Scout Energy Management, LLC	3513924503	Oklahoma	Texas
NW FLATS 9-4	Scout Energy Management, LLC	3513935755	Oklahoma	Texas
NW FLATS 8-1	Scout Energy Management, LLC	3513935773	Oklahoma	Texas
NW FLATS 8-2	Scout Energy Management, LLC	3513935774	Oklahoma	Texas
NW FLATS 8-3	Scout Energy Management, LLC	3513935775	Oklahoma	Texas
NW FLATS 8-4	Scout Energy Management, LLC	3513935776	Oklahoma	Texas
NW FLATS 8-5	Scout Energy Management, LLC	3513935777	Oklahoma	Texas
NW FLATS 11-1	Scout Energy Management, LLC	3513936011	Oklahoma	Texas

Exhibit "A" Leases
Attached to that certain Assignment Bill of Sale effective dated August 1, 2023 between Scout Energy Group I, LP and Scout Energy Partners I-A, LP as Sellers and Martin's Resources, LLC as Buyer.

LESSOR	LESSEE	BOOK	PAGE	COUNTY	STATE	S	T	R	Description
MINNIE F BROWN	EDWIN L COX	7/21/1953	301	26	TEXAS	OKLAHOMA	24	6N	11E NE/4
E R BUCK & TRESSIE H BUCK	EDWIN L COX	7/15/1953	301	10	TEXAS	OKLAHOMA	13	6N	11E E/2
DICK G WILLIAMS ET UX	EDWIN L COX	9/4/1953	301	41	TEXAS	OKLAHOMA	13	6N	11E NW/4
EDGAR B WILLIAMS ET UX	EDWIN L COX	7/27/1953	301	40	TEXAS	OKLAHOMA	13	6N	11E SW/4
JOHN E HEATLEY & MARY K HEATLEY	EDWIN L COX	5/21/1957	312	15	TEXAS	OKLAHOMA	24	6N	11E NW/4
VEDA H HOOPINGARNER	THE CARTER OIL COMPANY	12/7/1955	305	577	TEXAS	OKLAHOMA	24	6N	11E NW/4 SE/4
RUTH L SWANSON	STATEX PETROLEUM	11/25/1957	312	363	TEXAS	OKLAHOMA	14	6N	11E NE/4
ESTHER BRODINE	STATEX PETROLEUM	11/25/1957	312	362	TEXAS	OKLAHOMA	14	6N	11E NE/4
USA OKNM 31416	BASIL W REAGEL	9/1/1977	529	335	TEXAS	OKLAHOMA	12	6N	11E LOTS 1 and 2
							18	35S	41W E/2 and NW/4
M F CAVANAUGH ET UX	CITIES SERVICE OIL COMPANY	6/18/1943	10	435	MORTON	KANSAS	19	35S	41W LOT 1
J E HEINTZ	CITIES SERVICE OIL COMPANY	7/15/1943	11	138	MORTON	KANSAS	19	35S	41W LOT 2
FRED M BARNES	JOHN C JOHNSON	3/9/1956	19	367	MORTON	KANSAS	18	35S	41W LOTS 3 and 4, E/2 SW/4
FEDERAL LAND BANK OF WICHITA	JOHN C JOHNSON	3/9/1956	19	423	MORTON	KANSAS	18	35S	41W LOTS 3 and 4, E/2 SW/4
							24	35S	42W LOTS 1 and 2
ROSINA MOTHE	L C SLEEPER	2/4/1954	18	277	MORTON	KANSAS	13	35S	42W W/2 and SE/4