

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 _____

Side Two

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)
		<i>Circle:</i> FSL/FNL	<i>Circle:</i> 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: _____

ASSIGNMENT OF OIL AND GAS LEASES AND BILL OF SALE

STATE OF KANSAS

§

COUNTY OF SEWARD

This Assignment of Oil and Gas Leases and Bill of Sale (this "Assignment") dated effective as of December 31, 2023 at 11:59 P.M. Central Standard Time (the "Effective Date") is made by Wynn-Crosby Partners III, Ltd, a Texas limited partnership, with a notice address of 1700 Pacific Avenue, Suite 1200, Dallas, Texas 75201, hereinafter referred to as "Assignor" and ELM III, LLC, with a notice address of 1249 East 33rd, Edmond, OK 73013, hereinafter referred to as "Assignee".

For and in consideration of 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, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER** unto Assignee, subject to the terms hereof, all of Assignor's right, title and interest in and to the following which may be collectively referred to as the "Assets":

1. the oil, gas and other mineral leases and lands described on Exhibit "A" hereto and made a part hereof (individually a "Lease" or collectively the "Leases") together with the wells described on Exhibit "B" attached hereto and made a part hereof (individually a "Well" or collectively the "Wells") all located in Seward County, Kansas (collectively the "Properties");
2. all unitization and pooling agreements and statutorily, judicially or administratively created drilling and/or spacing units, whether recorded or unrecorded, which relate to any Lease or Well and the interests in and to the lands covered or units created thereby which are attributable to any Lease or Well;
3. all valid oil, casinghead gas and gas sales, operating, farmout, pooling, purchase, exchange and processing contracts and agreements, joint venture agreements, disposal agreements and any other contracts, agreements and instruments which pertain to any Lease or Well or any interests pooled or unitized therewith, and all rights granted to Assignor under any participation agreement, farmout agreement, or any other agreement of any kind affecting any Lease or Well or the lands covered thereby;
4. to the extent assignable or transferable, the benefit of, and the right to enforce, the covenants and warranties, if any, which Assignor is entitled to enforce with respect to Assignors' predecessors in title in and to any Lease or Well;
5. to the extent assignable or transferable, all easements, rights-of-way, servitudes, licenses, consents, permits, surface leases and other rights in respect of surface operations related to any Lease or Well;
6. all applicable files, correspondence, title opinions, curative documents, facility and well files, and other documents in Assignor's possession relating to any Lease or Well;
7. all monies currently held in suspense by Assignor for the account of third parties in connection with any Leases or Wells, all such suspense monies shall be assumed by Assignee and Assignee assumes all responsibility and liability for all such suspense monies, including but not limited to the disbursement to the proper owners and Assignee hereby agrees to indemnify and hold Assignor harmless as to any and all claims related to such suspense monies;
8. all gas imbalances and related liabilities associated with the Leases and Wells, whether the imbalance occurred before or after the Effective Date hereof and Assignee hereby agrees to indemnify and hold Assignor harmless as to any and all claims of gas imbalances or liabilities incurred in connection therewith, whether occurring before or after the Effective Date hereof;
9. all personal property associated with the Wells, including, but not limited to the wellhead, tanks, tank battery equipment including any tanks, heater-treaters, flowlines and other producing, processing,

gathering, transportation, or downhole equipment, along with all fencing, gates and other equipment associated with the operation and maintenance of the Leases and Wells;

10. notwithstanding anything herein to the contrary Assignee shall be liable for and indemnify and hold Assignor harmless regarding the plugging and abandonment of any Well and surface restoration or remediation related to the Leases or Wells, whether such obligations arise before or after the Effective Date;

11. notwithstanding anything herein to the contrary, it is the intention of Assignor to convey hereby all its right, title and interest in the Leases and Wells and rights to produce from said Wells, Leases and lands associated therewith whether or not the Exhibit "A" and Exhibit "B" contain errors or omissions in the description of the lands or well.

Excluded from this Assignment. The following items are specifically excluded from this Assignment and are reserved to Assignor:

- A. all claims and causes of action of Assignor attributable to periods of time prior to the Effective Date;
- B. all Hydrocarbons produced and sold from the Wells with respect to all periods of time prior to the Effective Date;
- C. all rights and interests of Assignor under any policy of insurance or bond with respect to all periods of time prior to the Effective Date.

This Assignment is subject to the following:

- (a) Assignor shall be liable for all costs (including but not limited to ad valorem, production, severance or excise taxes and royalties) and entitled to all revenues and benefits attributable to any Lease or Well and arising prior to the Effective Date. Assignee shall be responsible for and entitled to the same items after the Effective Date;
- (b) all terms and conditions of the Leases and other agreements affecting any Lease or Well;
- (c) all rights reserved to or vested in any municipality or governmental, tribal, statutory or public authority to control or regulate any Lease or Well in any manner, and all applicable laws, rules and orders of governmental and tribal authority;
- (d) all lessor royalty interests, overriding royalty interests or other burdens of record that affect any Lease or Well;
- (e) except for the interests conveyed by that certain Assignment of Oil and Gas Interests dated effective January 1, 2016, recorded in Book 685, Page 859, Seward County, Kansas, and Correction to Assignment of Oil and Gas Interests dated effective January 1, 2016, as corrected February 21, 2017, recorded in Book 689, Page 580, Seward County, Kansas, Assignor does hereby warrant and defend 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 Assignor but not otherwise.
- (f) **THE ASSETS ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES FOR MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**

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

This Assignment may be executed in counterparts. If counterparts are executed, the signature pages from each counterpart may be combined into one composite instrument for all purposes and all counterparts together shall constitute one Assignment. For recording purposes, each counterpart signature may be combined with the other counterpart signatures of this instrument to facilitate the recording of a single instrument.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of the acknowledgments annexed hereto, but effective for all purposes as set out above.

ASSIGNOR:

Wynn-Crosby Partners III, Ltd.

By: [Signature]
Name: Dan Koontz
Title: Vice President Land & Business Development

ASSIGNEE:

ELM III, LLC

By: [Signature]
Name: Edward L. Markwell, III
Title: President

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this 15th day of February, 2024, by Dan Koontz, Vice President Land & Development for Wynn-Crosby Partners III, Ltd., a Texas limited partnership.

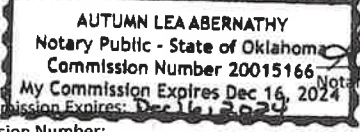
(Seal)  [Signature]
Notary Public, Angela R. Martin

My Commission Expires:
Commission Number:

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this 26 day of February, 2024, by Edward L. Markwell, III as President of ELM III, LLC, a limited liability company.

(Seal)  [Signature]
Notary Public, Autumn Abernathy

My Commission Expires: Dec 16, 2024
Commission Number: 20015166

EXHIBIT "A"

Attached and made a part of that certain
 ASSIGNMENT OF OIL AND GAS LEASES AND BILL OF SALE
 between Wynn-Crosby Partners III, Ltd, as Assignor, and
 Elm III, LLC, as Assignee, effective December 31, 2023

THE LEASES

SEWARD COUNTY, KANSAS

Lessor	Lessee	Date	Book	Page	TWN	RNG	SEC	Legal Description
Fred M Beaty et ux, Edith Lee Beaty	Chiles Service Oil Company	4/9/1943	47	547	31S	33W	31	IN SO FAR AND ONLY IN SO FAR AS IT COVERS Section 31-31S-33W: W/2, 320 Acres; AS TO ALL RIGHTS BELOW THE TOP OF THE WABALUNSEE GROUP
D L Thomas et ux, Opal Thomas	Northern Natural Gas Company	5/15/1944	69	49	31S	33W	31	NE/4, 160 Acres, AS TO ALL RIGHTS BELOW THE TOP OF THE WABALUNSEE GROUP
Santa Fe Energy Resources Inc.	Anadarko Petroleum Corporation	8/16/1993	445	1004	31S	33W	31	SE/4, 160 Acres, AS TO ALL RIGHTS BELOW THE TOP OF THE WABALUNSEE GROUP
Anna Guttridge, a widow	Panhandle Eastern Pipe Line Co.	6/11/1949	85	317	33S	34W	19	SE/4, AS TO ALL RIGHTS BELOW THE TOP OF THE WABAUNSEE GROUP
Henry Guttridge et ux, Helen Guttridge	Panhandle Eastern Pipe Line Co.	6/10/1949	85	309	33S	34W	19	N/2, 317.52 acres; AS TO ALL RIGHTS BELOW THE TOP OF THE WABALUNSEE GROUP
Henry Guttridge et ux, Helen Guttridge	Panhandle Eastern Pipe Line Co.	6/10/1949	85	312	33S	34W	19	Lots 3 & 4 and E2SW/4; AS TO ALL RIGHTS BELOW THE TOP OF THE WABAUNSEE GROUP
N G Morlan et ux Okel Morlan	Frank Parkes	3/18/1943	64	330	33S	34W	21	All .640 Acres; AS TO ALL RIGHTS BELOW THE TOP OF THE WABAUNSEE GROUP

"EXHIBIT B"

Attached and made a part of that certain
ASSIGNMENT OF OIL AND GAS LEASES AND BILL OF SALE
between Wynn-Crosby Partners III, Ltd, as Assignor, and
Elm III, LLC, as Assignee, effective December 31, 2023

THE WELLS

Lease/Well Name	ST	County	API Number	Location
BEATY TRUST A 1	KS	SEWARD	15175215290000	S 31.0/W 33.0/SEC 31.0 C S2 SW
GUTTRIDGE C 2	KS	SEWARD	15175203700000	S 33.0/W 34.0/SEC 19.0 C NW NE
MORLAN A-3	KS	SEWARD	15175204070000	S 33.0/W 34.0/SEC 21.0 C NE SE
MORLAN A-4	KS	SEWARD	15175204200000	S 33.0/W 34.0/SEC 21.0 C SW SW

End of Exhibit "B"