

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: _____

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

_____ is acknowledged as 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 _____

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: _____

STATE OF KANSAS §

COUNTY OF MEADE §

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (this "*Assignment*") is from **King Operating Partners II LP**, a Texas limited partnership, with a mailing address of 15301 Dallas Parkway, Suite 900, Dallas, Texas 75001 (hereinafter referred to as "*Assignor*"), to **Elm III, LLC** whose address is 1249 East 33rd, Edmond, Oklahoma 73013 (hereinafter referred to as "*Assignee*").

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby bargains, assigns, conveys, and transfers unto Assignee all of Assignor's right, title, and interest in and to the Oil and Gas Leases and Wells more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the "*Leases and Wells*"), together with all casing, tubing, rods, storage tanks, tank battery systems, pumps, flow lines, water lines, gas lines, buildings, fixtures, machinery, gas gathering or processing systems or pipelines, easements, power lines, telephone lines, electric meter loops, and all other fixtures and improvements appurtenant to the Leases and Wells (collectively, the "*Assets*").

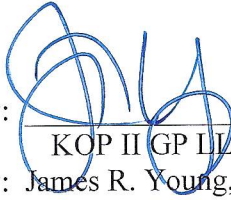
TO HAVE AND TO HOLD the Assets unto Assignee, its successors, and assigns, forever. Assignor agrees to warrant and defend title to the Assets against the lawful claims and demands of all persons or entities claiming the same or to any part thereof by, through, or under Assignor, but not otherwise, with full rights of substitution and subrogation to Assignor's rights to any title warranties previously given by others.

NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY IN ANY OTHER PROVISION OF THIS ASSIGNMENT, IT IS THE EXPLICIT INTENT OF EACH PARTY HERETO THAT ASSIGNOR IS NOT MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND IT IS UNDERSTOOD THAT, WITHOUT LIMITING SUCH EXPRESS REPRESENTATIONS AND WARRANTIES, ASSIGNEE TAKES THE ASSETS AS IS AND WHERE IS AND WITH ALL FAULTS AND ASSIGNEE EXPRESSLY ASSUMES ALL LIABILITIES AND OBLIGATIONS RELATED THEREO OR ARISING THEREFROM REGARDLESS OF WHEN SUCH LIABILITY OR OBLIGATION AROSE. ASSIGNOR HEREBY (I) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO THE CONDITION OF THE ASSETS (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, OR THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS IN OR ON, OR DISPOSED OF OR DISCHARGED FROM, THE ASSETS; AND (II) NEGATES ANY RIGHTS OF ASSIGNEE UNDER STATUTES TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY ASSIGNOR FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE ASSETS ARE TO BE ACCEPTED BY ASSIGNEE IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

EXECUTED on the dates of the acknowledgements, but effective as of the Effective Date, May 1, 2024.

ASSIGNOR:

KING OPERATING PARTNERS II LP

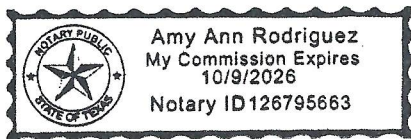
By:  _____
KOP II GP LLC, Managing Partner
By: James R. Young, Managing Member

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me this 29 day of April 2024, by James R. Young, in his capacity as Managing Member of KOP II GP LLC, Managing Partner of King Operating Partners II LP, on behalf of said company.



 _____
Notary Public in and for the State of Texas

ASSIGNEE:

By: *Edward L. Markwell III*

ACKNOWLEDGMENT

STATE OF OKLAHOMA §

COUNTY OF *Oklahoma* §

This instrument was acknowledged before me this *30* day of *April* 2024,
by *EDWARD L. MARKWELL III*, in his capacity.

Autumn LeA Abernathy
Notary Public in and for the State of Oklahoma

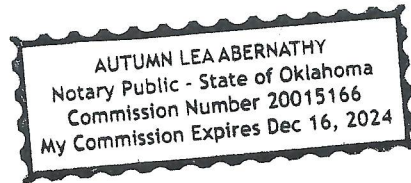


Exhibit A Leases

- (1) Oil & Gas Lease dated February 13, 1987, between Raymond E. Adams, Jr., et al, Lessor, and DiNardo & Markham, Lessee, covering the SE/4 of Section 9-35S-30W, Meade County, Kansas, said lease recorded in Book 71, Page 30, Register of Deeds, Meade County.
- (2) Oil and Gas Lease dated February 13, 1987, between Raymond E. Adams, Jr., et al, Lessor, and DiNardo & Markham, Lessee, covering the NW/4 and Lots 3 and 4 of Sec. 15-35S-30W, Meade County, Kansas, said lease recorded in Book 71, Page 37, Register of Deeds, Meade County.
- (3) Oil and Gas Lease dated February 13, 1987, between Raymond E. Adams, Jr., et al, Lessor, and DiNardo & Markham, Lessee, covering the NE/4 and Lots 1 and 2 of Section 15-35S-30W, Meade County, Kansas, said lease recorded in Book 71, Page 42, Register of Deeds, Meade County.
- (4) Oil and Gas Lease dated February 13, 1987, between Raymond E. Adams, Jr., et al, Lessor, and DiNardo & Markham, Lessee, covering the NW/4 and Lots 3 and 4 of Section 16-35S-30W, Meade County, Kansas, said lease recorded in Book 71, Page 47, Register of Deeds, Meade County.
- (5) Oil and Gas Lease dated February 13, 1987, between Raymond E. Adams, Jr., et al, Lessor, and DiNardo & Markham, Lessee, covering the NE/4 and Lots 1 and 2 of Sec. 16-35S-30W, Meade County, Kansas, said lease recorded in Book 71, Page 52, Register of Deeds, Meade County.

Assignment of the above subject to:

- (1) Farmout Agreement dated January 14, 1991, between Anadarko Petroleum Corporation and H & L Operating Company, and Assignment made pursuant therewith dated May 23, 1991, from Anadarko to H & L, recorded in Book 81, Page 144 of the office of the Register of Deeds, Meade County, Kansas.
- (2) Letter Agreement and Operating Agreement dated the 4th day of February, 1991, wherein H & L Operating Company is Operator and Bar 3S Energy, Ltd., et al, are Non-Operators.
- (3) Gas Purchase Agreement dated in May, 1991, between H & L Operating Company, Seller, and Anadarko Trading Company, Buyer.

Wells

The Adams Ranch No. 2-15 Well (API #15-119-21037); the Adams Ranch No. 4-15 Well (API #15-119-21050); and the Adams Ranch No. 5-15 Well (API #15-119-21051) located in Section 15, Township 35 South, Range 30 West, Meade County, Kansas.