

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
July 2014

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: _____

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
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 _____

KDOR Lease No.: _____

[illegible]

* 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 2014

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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 (House Bill 2032), 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, Bill of Sale and Conveyance

Know all Men by These Presents:

That the undersigned, MM Energy, Inc., P.O. Box 21904, Oklahoma City, OK 73156 hereinafter called Assignor, for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto MM Resources, LLC, P.O. Box 21904, Oklahoma City, OK 73156, hereinafter called Assignee, all of their right, title and interest in and to the following Oil and Gas Producing Unit as described below and situated in Morton County, State of Kansas.

Ingle Gas Unit

Consisting of the following described lands:

SW/4 of Section 1

NE/4 of Section 11

N/2 of Section 24

All in Township 34 South, Range 42 West

Conveyed interest included in accordance with this Assignment being subject to the following:

1. All of Assignor's interest in rights, titles, and interest in, to and under or derived from, all presently existing and valid oil, gas and/or mineral leases along with any unitization, pooling, operating and communitization agreements, declarations and orders (including all units formed under orders, regulations, rules or other official acts of any Federal or State governmental agency having jurisdiction) relating or appurtenant to the Leases, and all of Assignor's interest in and to the properties covered and the units created thereby;
2. All of Assignor's interest in rights, titles and interest in, to and under or derived from, all presently existing and valid oil, casinghead gas, gas and/or other hydrocarbon sales, purchases, exchanges and processing contracts, and all other contracts, agreements, documents, instruments and rights related or appurtenant to the Leases (or properties pooled, communitized or unitized therewith) or to the production of oil, gas and other hydrocarbons from, or accruing or attributable to, the Leases; and
3. All of Assignors interest in rights, titles and interest in and to all equipment, fixtures, machinery, materials, lease and well equipment and other personal property and fixtures of whatsoever kind or character located on or used in connection with the Leases (including, without limitation, wells, wellhead equipment, separators, meter, gauges, flowlines, pump units, buildings, injection facilities, saltwater disposal facilities, compression facilities, gathering systems and all other equipment inventory, material supplies, goods, merchandise, tools, accessories and implements thereto) all permits, franchises, licenses, easements and other appurtenances now being used or held for use in connection with or otherwise related to the exploration, development, operation or maintenance of any of the Leases or being held for use in connection with the production, treatment, storage, transportation or marketing of oil, gas and/or other minerals producing from or allocated to the associated leases.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, full rights of substitution and subrogation of assignee in and to all rights of Assignor to all covenants and warranties heretofore given by persons other than Assignor.

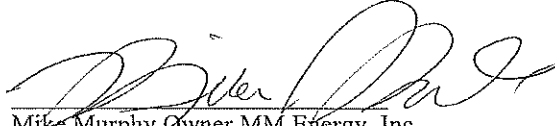
Assignor agrees to execute, acknowledge (where necessary), and deliver to Assignee all such other and additional instruments, assignments, conveyances, notices, division orders, transfer order and other documents, instruments and agreements, and to perform or cause to be performed such other and further acts and things, as may be reasonably necessary to more fully grant, convey, transfer and assign the properties intended to be conveyed and transferred hereby

By its acceptance hereof, Assignee agrees to indemnify and hold Assignor harmless from and against any and all claims, demands, causes of action, liabilities and/or losses arising from any

action or inaction of Assignor in connection with its ownership of the interest herein conveyed from and after the effective date of this instrument.

The terms and provisions hereof shall extend to and be binding upon the parties hereto, their respective heirs, representatives, successors and assigns.

Executed this 29 day of March 2018, without warranty of title, either express or implied but shall be retroactively made effective March 1, 2018.


Mike Murphy Owner MM Energy, Inc.

STATE OF Oklahoma

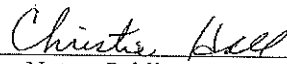
COUNTY OF Oklahoma

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29 day of March, 2018, personally appeared Mike Murphy to me known to be the identical person who signed his name as the maker thereof to the within and foregoing instrument as the owner of MM Energy, Inc. and acknowledged to me that he executed the same as his free and voluntary act and deed and for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires:

11/29/2018


Notary Public

Assignment, Bill of Sale and Conveyance

Know all Men by These Presents:

That the undersigned, **MM Resources, LLC** P O Box 21904 Oklahoma City, OK. 73156 hereinafter called Assignor, for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto **ELM 111 Operating Company LLC** PO Box 2446 Oklahoma City, OK 73101, hereinafter called Assignee, 1/2 of their right, title and interest in and to the following Oil and Gas Producing Unit as described below and situated in Morton County, State of Kansas.

Ingle Gas Unit

Consisting of the following described lands:

SW/4 of Section 1

NE/4 of Section 11

N/2 of Section 24

All in Township 34 South, Range 42 West

Conveyed interest included in accordance with this Assignment being subject to the following:

1. One half of Assignor's interest in rights, titles, and interest in, to and under or derived from, all presently existing and valid oil, gas and/or mineral leases along with any unitization, pooling, operating and communitization agreements, declarations and orders (including all units formed under orders, regulations, rules or other official acts of any Federal or State governmental agency having jurisdiction) relating or appurtenant to the Leases, and 1/2 of Assignor's interest in and to the properties covered and the units created thereby;
2. One half of Assignor's interest in rights, titles and interest in, to and under or derived from, all presently existing and valid oil, casinghead gas, gas and/or other hydrocarbon sales, purchases, exchanges and processing contracts, and all other contracts, agreements, documents, instruments and rights related or appurtenant to the Leases (or properties pooled, communitized or unitized therewith) or to the production of oil, gas and other hydrocarbons from, or accruing or attributable to, the Leases; and
3. One half of Assignors interest in rights, titles and interest in and to all equipment, fixtures, machinery, materials, lease and well equipment and other personal property and fixtures of whatsoever kind or character located on or used in connection with the Leases (including, without limitation, wells, wellhead equipment, separators, meter, gauges, flowlines, pump units, buildings, injection facilities, saltwater disposal facilities, compression facilities, gathering systems and all other equipment inventory, material supplies, goods, merchandise, tools, accessories and implements thereto) all permits, franchises, licenses, easements and other appurtenances now being used or held for use in connection with or otherwise related to the exploration, development, operation or maintenance of any of the Leases or being held for use in connection with the production, treatment, storage, transportation or marketing of oil, gas and/or other minerals producing from or allocated to the associated leases.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, full rights of substitution and subrogation of assignee in and to all rights of Assignor to all covenants and warranties heretofore given by persons other than Assignor.

Assignor agrees to execute, acknowledge (where necessary), and deliver to Assignee all such other and additional instruments, assignments, conveyances, notices, division orders, transfer order and other documents, instruments and agreements, and to perform or cause to be performed such other and further acts and things, as may be reasonably necessary to more fully grant, convey, transfer and assign the properties intended to be conveyed and transferred hereby

By its acceptance hereof, Assignee agrees to indemnify and hold Assignor harmless from and against any and all claims, demands, causes of action, liabilities and/or losses arising from any

action or inaction of Assignor in connection with its ownership of the interest herein conveyed from and after the effective date of this instrument.

The terms and provisions hereof shall extend to and be binding upon the parties hereto, their respective heirs, representatives, successors and assigns.

Executed this 30 day of March 2018, without warranty of title, either express or implied but shall be retroactively made effective March 1, 2018.


Mike Murphy Owner MM Resources, LLC

STATE OF Oklahoma

COUNTY OF Oklahoma

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30 day of March, 2018, personally appeared Mike Murphy to me known to be the identical person who signed his name as the maker thereof to the within and foregoing instrument as the owner of MM Resources, LLC and acknowledged to me that he executed the same as his free and voluntary act and deed and for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires:

11/19/2018


Notary Public