

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 _____

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: _____

Return to:
ELM III, LLC
1249 East 33rd
Edmond, OK 73013

Assignment, Bill of Sale and Conveyance

STATE OF KANSAS §
 §
COUNTY OF STEVENS §

KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this “Assignment”), effective as of 7:00 a.m. (local time) on May 1, 2025 (the “Effective Time”), is made from **HICKS EXPLORATION, LLC (“Assignor”)**, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby sell, assign, transfer and convey to **ELM III, LLC**, whose mailing address is 1249 East 33rd, Edmond, OK 73034 (“Assignee”), all of Assignor’s right title and interest in and to the Oil and Gas Leases, wells and equipment, rights of way described in Exhibits A and B attached hereto, covering the following described lands located in Stevens County, Kansas:

ARTICLE I Granting and Habendum

For 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, transfer, convey, set over, assign and deliver unto Assignee, its successors and assigns, effective for all purposes as of the Effective Time and subject to the matters set forth herein, the Assets. The term “Assets” shall mean all of Assignor’s right, title and interest in and to the following:

A. The oil, gas and/or mineral leases and fee mineral interests specifically described in Exhibit A (the “Leases”), including without limitation all leasehold estates and interests, all royalty, overriding royalty, production payment, reversionary, net profit, contractual working interests and other similar rights and estates therein, the lands described in Exhibit A (the “Lands”) and the oil, gas and other hydrocarbons (the “Hydrocarbons”) attributable to the Leases or Lands, including all rights in any pooled, unitized or communitized acreage by virtue of the Lands or Leases being a part thereof and all Hydrocarbons produced from the pool or unit allocated to any such Lands or Leases;

B. The wells specifically described in Exhibit A (the “Wells”), together with all other oil and gas wells and all water, injection and disposal wells on the Lands or on lands pooled, communitized or unitized therewith, whether producing, shut-in or temporarily abandoned, and all personal property, equipment, fixtures, improvements, permits, water discharge permits, gathering lines, rights-of-way and easements located on the Lands or used in connection with the production, gathering,

treatment, processing, storing, transportation, sale or disposal of Hydrocarbons or water produced from the properties and interests described in Section A above;

C. The unitization agreements, operating agreements and unit operating agreements and all other such agreements relating to the properties and interests described in Sections A and B above and to the production of Hydrocarbons, if any, specifically attributable to said properties and interests, (the “Contracts”) but excluding any contracts, agreements or instruments to the extent transfer would result in a violation of applicable law or is subject to a Required Consent that is not waived by Assignee or obtained or otherwise satisfied by Assignor;

D. All existing and effective sales, purchase, exchange, gathering, compressor rental and service agreements and other contracts, agreements and instruments which specifically relate, and only insofar as they relate, to the properties and interests listed in Sections A and B above.

E. All original files, records and data, including without limitation lease and well files, abstracts, title reports, memoranda and opinions, and environmental records and reports relating to the items described above maintained by Assignor, but excluding (i) Assignor’s company files, financial records, and tax related records to the extent not relevant to the Assets, and (ii) records and data to the extent transfer thereof is prohibited by unaffiliated third party contractual restrictions on transfer (the “Records”); and

F. All rights, titles, claims and interests of Assignor or any affiliate of Assignor under any policy or agreement of insurance, any bond or any insurance or condemnation proceeds or awards related to the properties and interests described in Sections A and B above.

TO HAVE AND TO HOLD the Assets, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

ARTICLE II

Special Warranty of Title and Disclaimers

Section 2.01 Disclaimer. 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, BEYOND THOSE REPRESENTATIONS OR WARRANTIES EXPRESSLY GIVEN IN THIS ASSIGNMENT, 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. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, 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 ASSIGNEE 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.

ARTICLE III
Miscellaneous

Section 3.01 Construction. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. Assignor and Assignee acknowledge that they have participated jointly in the negotiation and drafting of this Assignment and as such they agree that if an ambiguity or question of intent or interpretation arises hereunder, this Assignment shall not be construed more strictly against one party than another on the grounds of authorship. It is Assignor's intent to convey all its right, title and interest to Assignee whether or not same is fully or completely described herein.

Section 3.02 No Third-Party Beneficiaries. Nothing in this Assignment shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties hereto that this Assignment shall otherwise not be construed as a third party beneficiary contract.


Section 3.03 Assignment. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. It is assignor's intent to convey all right, title and interest to assignee, whether or not same is fully or completely described herein.

Section 3.04 Governing Law. This Assignment, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, this Assignment is executed by the parties on the date of their respective acknowledgments below, but shall be effective for all purposes as of the Effective Time.

ASSIGNOR

HICKS EXPLORATION, LLC



Michael Hicks, *Managing Member*

ASSIGNEE

ELM III, LLC

Edward L. Markwell III
Edward L. Markwell, III, President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 1st day of May, 2025, by Michael Hicks, as managing member of HICKS EXPLORATION, LLC, on behalf of said Limited Liability Corporation and in the capacity therein stated.

WITNESS my hand and official seal.

My Commission Expires:
1-28-29



Matthew Matthews
Notary Public # 25001060

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 21st day of May, 2025, by Edward L. Markwell, III, as President of ELM III, LLC, on behalf of said Limited Liability Corporation and in the capacity therein stated.

WITNESS my hand and official seal.

My Commission Expires:
December 28, 2028

Autumn L. Abernathy
Notary Public # 24015478

Exhibit A

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, effective May 1, 2025, by and between Hicks Exploration, LLC, as Assignor, to ELM III, LLC, as Assignee, covering lands located in Stevens County, Kansas.

Guyer C-1A, Section 3-T32S-R38W, API# 15-189-21775

HJV Butcher A-1, SE ¼ Section 29-T32S-R38W, API# 15-189-22418-00-01

Exhibit B

Lessor: Raymond D. Gustafson & Gladys A. Gustafson, H&W
Lessee: Missouri Valley Gas Corporation
Date: February 2, 1937
Recorded: Book: 8 Page: 183
Description: SE ¼ Section 29-T32S-R38W, Stevens County, KS

Lessor: W.M. Guyer & Alta Guyer, H&W
Lessee: Panhandle Eastern Pipeline Company
Date: April 24, 1952
Recorded: Book: 23 Page: 273
Description: Section 3-T32S-R38W, Stevens County, Kansas

Lessor: W.M. Guyer & Alta Guyer, H&W
Lessee: Panhandle Eastern Pipeline Company
Date: April 24, 1952
Recorded: Book: 23 Page: 275
Description: Section 3-T32S-R38W, Stevens County, Kansas

Lessor: W.M. Guyer & Alta Guyer, H&W
Lessee: Panhandle Eastern Pipeline Company
Date: September 22, 1954
Recorded: Book: 23 Page: 387
Description: Section 3-T32S-R38W, Stevens County, Kansas