

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: _____

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 _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

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 (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 OF
ASSETS**

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE OF ASSETS ("Assignment"), dated effective October 19th, 2018 (the "Effective Date") is from Empire Energy E&P, LLC, a Pennsylvania limited liability company; Dowfort LLC; Langham, Pepper & Associates, Inc.; Randall D. Rudy; Russell T. Rudy Energy, L.L.C.; Fischer Interests, L.C.; and 2009 TexKan Energy, LLC (hereinafter referred to as "**Assignor**"), to Bear Petroleum, LLC (hereinafter "**Assignee**").

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains and conveys to Assignee all of Assignor's right, title and interest in and to the following (all of which are called the "Assets"):

1. Assignor's right, title and interest (Assignor's interests) in and to the oil and gas leases specifically described in Exhibit "A" (collectively, the "Leases"), the royalties, net profits interests, production payments and other interests, if any, owned by Assignor burdening the Leases, and any and all right, title and interest in and to the oil, gas and all other hydrocarbons in, on or under the lands covered by the Leases (the "Lands") and other hydrocarbons and products, whether liquid or gaseous, produced in association therewith ("Hydrocarbons") after the Effective Date and all other minerals of whatever nature in, on or under the Leases and Lands and lands pooled or unitized therewith; subject to Lessor's mineral interests, royalty and overriding royalty interests of record.

2. Assignor's right, title and interest (Assignor's interests) in and to the oil and gas wells, injection and disposal wells located on the Leases and Lands, or lands pooled or unitized therewith, whether producing or non-producing and whether fully or properly described or not (the "Wells"), including the wells described in Exhibit "A," and all personal property and equipment associated with the Wells as of the Effective Date.

3. The rights, to the extent transferable, in and to all existing and effective unitization, pooling and communitization agreements, declarations and orders, and the properties covered and the units created thereby to the extent that they relate to or affect Assignor's interests described in Paragraphs 1 and 2 or the production of Hydrocarbons, if any, attributable to said properties and interests after the Effective Date.

4. The rights, to the extent transferable, in and to existing and effective oil, gas, liquids, condensate, casinghead gas and natural gas sales, purchase, exchange, gathering, transportation and processing contracts, operating agreements, balancing agreements, joint venture agreements, partnership agreements, farmout agreements and other contracts, agreements and instruments insofar only as they relate to Assignor's interests described in Paragraphs 1, 2 and 3, excluding, however, any insurance contracts.

5. All of the personal property, fixtures, improvements, permits, licenses, approvals, servitudes, rights-of-way and easements, including, without limitation the rights of way and

easements, surface leases and other surface rights (including, but not limited to, any wells, tanks, boilers, buildings, injection facilities, salt water disposal facilities, compression facilities, gathering systems, other appurtenances and facilities) located on or used in connection with or otherwise related to the exploration for or production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or water produced from the properties and interests described in Paragraphs I through 4 to the extent that they are located on or used in the operation of the Assets as of the Effective Date, and all contract rights (including rights under leases to third parties) related thereto.

This Assignment is made and accepted expressly subject to the following terms and conditions:

A. THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY AS TO THE VALIDITY OF THE LEASES OR CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, FIXTURES AND ITEMS OF MOVABLE PROPERTY COMPRISING ANY PART OF THE ASSETS, INCLUDING (i) MERCHANTABILITY OR CONDITION, (ii) FITNESS FOR A PARTICULAR PURPOSE, (iii) CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF ASSIGNEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (v) ANY CLAIM BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT SAID LEASES, PERSONAL PROPERTY, FIXTURES, EQUIPMENT, AND ITEMS ARE BEING CONVEYED TO ASSIGNEE "AS IS", "WHERE IS", WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

B. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given by others with respect to the Assets. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce such covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

C. Assignee assumes all claims, costs, expenses, liabilities and obligations accruing or relating to the owning, developing, exploring, operating or maintaining of the Assets or the producing, transporting and marketing of Hydrocarbons from the Assets, including, without limitation, environmental obligations and liabilities, the obligation to plug and abandon all Wells and reclaim all Well sites, and all obligations arising under all agreements covering or relating to the Assets. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any claim, liability, fine, penalty, damage or cost arising out of any of the matters assumed by Assignee in this paragraph. The references herein to liens, encumbrances, burdens, defects and other matters shall not be deemed to ratify or create any rights in third parties.

D. Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the county in which the Assets are located.

E. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and

the same instrument.

EXECUTED on the dates contained in the acknowledgment of this instrument, to be effective for all purposes as of the Effective Date.

[Signature pages following]

IN WITNESS WHEREOF the Assignor and the Assignee have duly executed this Assignment by their respective proper officers, all by authorization duly given, on the dates provided in their respective acknowledgments, but to be effective for all purposes as of the Effective Date.

ASSIGNOR:

Empire Energy E&P, LLC, a Pennsylvania limited liability company

By: *J.A. Farthing*
Name: J.A. Farthing
Title: Vice President, Mid-Continent Region

ACKNOWLEDGMENT

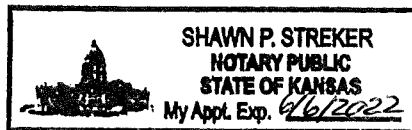
STATE OF Kansas)
) ss.
COUNTY OF Sedgwick)

This instrument was acknowledged before me on OCTOBER 18TH, 2018 by J.A. Farthing as Vice President, Mid-Continent Region of Empire Energy E&P, LLC, a Pennsylvania limited liability company.

My commission expires: 6/6/2022

Shawn P. Streker
Notary Public

Seal:



Dowfort LLC

By: _____
Name: ROBYN JONES
Title: VICE-PRESIDENT.

ACKNOWLEDGMENT

STATE OF QUEENSLAND)
COUNTY OF AUSTRALIA) ss.

This instrument was acknowledged before me on 25 OCTOBER, 2018 by ROBYN L JONES as VICE PRESIDENT of Dowfort LLC

My commission expires: _____



Shirley C. Dee
Notary Public

Seal:

Fischer Interests, L.C.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss.

This instrument was acknowledged before me on _____ by _____ of Fischer Interests, L.C.

My commission expires: _____

Notary Public

Seal:

Langham, Pepper & Associates, Inc.

By: R. John Pepper
Name: R. John Pepper
Title: President

ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me on October 25, 2018 by
R. John Pepper as President
of Langham, Pepper & Associates, Inc.

My commission expires: 3/9/2019

Suzanne White
Notary Public

Seal:



Randall D. Rudy
by Russell T. Rudy

ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me on October 25, 2018 by Randall D. Rudy
Russell T. Rudy, Agent and Attorney in Fact for Randall D. Rudy.

My commission expires: 3/9/2019

Suzanne White
Notary Public

Seal:



Russell T. Rudy Energy, L.L.C.

By: R. John Pepper
Name: R. John Pepper
Title: Manager

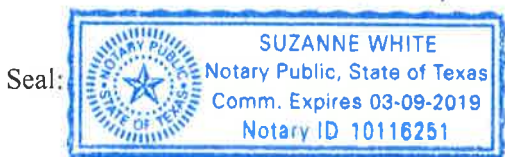
ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me on October 25, 2018 by
R. John Pepper as Manager
of Russell T. Rudy Energy, L.L.C.

My commission expires: 3/9/2019

Suzanne White
Notary Public



2009 TexKan Energy, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, _____ by
_____ as _____
of 2009 TexKan Energy, LLC

My commission expires: _____

Notary Public

Seal:

Russell T. Rudy Energy, L.L.C.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____ as _____ of Russell T. Rudy Energy, L.L.C.

My commission expires: _____
Notary Public

Seal:

2009 TexKan Energy, LLC

By: M. Drayton Prator, III
Name: M. DRAYTON PRATOR, III
Title: PRESIDENT

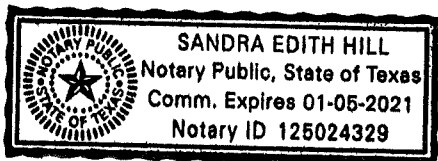
ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me on October 18, 2018 by M. DRAYTON PRATOR, III as PRESIDENT of 2009 TexKan Energy, LLC

My commission expires: 1/5/21
Notary Public

Seal:



ASSIGNEE

Bear Petroleum, LLC

By: [Signature]
Name: R. A. Schremmer
Title: President

ACKNOWLEDGMENT

STATE OF Kansas)
COUNTY OF Seelywick) ss.

This instrument was acknowledged before me on October 19, 2018 by
R. A. Schremmer as President
of Bear Petroleum, LLC

My commission expires: 3/10/2020

[Signature]
Notary Public - Shannon Howland

Seal:



EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance of Assets, dated effective October 19th, 2018, from Empire Energy E&P, LLC, a Pennsylvania limited liability company, et al, Assignor, to Bear Petroleum, LLC, Assignee.

Leases

Comanche County, Kansas

Lessor	Elin Bryant, et vir
Lessee	George A. Angle, d/b/a Frontier Oil Company
Date	July 6, 1983
Recording Information	Book 59, Page 581
Legal Description	SE/4 Section 32, Township 33 South, Range 17 West

Lessor	Elin Bryant, et vir
Lessee	George A. Angle, d/b/a Frontier Oil Company
Date	July 6, 1983
Recording Information	Book 59, Page 579
Legal Description	NE/4 Section 5, Township 34 South, Range 17 West

Lessor	Katherine Beals Harper, et vir
Lessee	George A. Angle, d/b/a Frontier Oil Company
Date	June 22, 1983
Recording Information	Book 59, Page 491
Legal Description	N/2 NW/4; SE/4 NW/4 Section 5, Township 34 South, Range 17 West

Lessor	Katherine Beals Harper, et vir
Lessee	George A. Angle, d/b/a Frontier Oil Company
Date	June 22, 1983
Recording Information	Book 59, Page 495
Legal Description	SW/4 Section 32, Township 33 South, Range 17 West

Lessor	Katherine Beals Harper, et vir
Lessee	George A. Angle, d/b/a Frontier Oil Company
Date	June 22, 1983
Recording Information	Book 59, Page 487
Legal Description	N/2 Section 32, Township 33 South, Range 17 West

EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance of Assets, dated effective October 19th, 2018, from Empire Energy E&P, LLC, a Pennsylvania limited liability company, et al, Assignor, to Bear Petroleum, LLC, Assignee.

Wells

Comanche County, Kansas

Well Name	API Number	Description	Section	Township	Range
BRYANT # 2	15-033-01000-0001	SW SW SE	32	33 S	17 W
BRYANT # 3	15-033-20702-0001	W2 W2 SE	32	33 S	17 W
BRYANT # 4	15-033-20727-0000	SE SE	32	33 S	17 W
HARPER # 1	15-033-01002-0002	NE NW	5	34 S	17 W
HARPER A # 1	15-033-20677-0001	S2 SE NE	32	33 S	17 W
HARPER A # 2	15-033-01005-0003	SE NW	32	33 S	17 W