

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 \_\_\_\_\_

**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 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 AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE is dated effective as of the 1<sup>st</sup> day of September, 2019 (the "Effective Date"), by and between **MANUEL CORPORATION, BERESCO PROPERTIES, INC., ADAM INVESTMENTS, INC., BEREN TRUST I, LLC, OKMAR OIL COMPANY, ROBERT M. BEREN, L.P., BERENERGY CORPORATION, SHEFTAL CORPORATION, MATZLIACH, L.P., G-OIL, L.P., FRITS-OIL, L.P., HVI-OIL, L.P., JW-OIL, L.P., BAYBERRY OIL AND GAS LLC, and Allan Muchin, 2020 N. Bramblewood, Wichita, KS 67206**, hereinafter collectively referred to as "Assignor", and **ENTERRA RESOURCES, LLC, 1001 Medical Park Boulevard, Edmond, OK 73083-5278**, hereinafter referred to as "Assignee",

### WITNESSETH

Assignor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over, SUBJECT TO reservations and exceptions herein, unto Assignee, its successors and assigns:

1. All of Assignor's right, title and interest in, to and under the oil and gas leases and the leasehold estates created thereby, which are set forth and described in Exhibit "A", which is attached hereto and made a part hereof by this reference, hereinafter called the "Subject Property";

2. All of Assignor's right, title and interest in and to all oil and gas wells, salt water disposal wells and systems, leasehold equipment, tanks, pumps, pipelines, flow lines, water lines, machinery, and equipment and all other personal property and facilities located on said Subject Property, or used or obtained for use in connection therewith;

3. All of Assignor's right, title, and interest in and to all permits, licenses, servitudes, easements and rights of way of every character relating to the Subject Property, to the extent thereunto applicable; and

4. Any and all of Assignor's right, title and interest in and to any contracts or agreements affecting any of the Subject Property, to the extent thereunto applicable.

**ASSIGNOR HEREBY RESERVES AND EXCEPTS ANY AND ALL MINERAL, ROYALTY, AND/OR OVERRIDING ROYALTY INTERESTS OWNED BY ASSIGNOR IN, TO AND UNDER THE SUBJECT PROPERTY.**

It is Assignor's intent to convey to Assignee all of Assignor's right, title, interests, and property in, on, to, and under All of Section 34-30S-40W, Stanton County, Kansas, the North Half (N/2) of Section 5-31S-40W, and the Southeast Quarter (SE/4) of Section 24-31S-41W, Morton County, Kansas, limited as indicated to those depths stipulated on Exhibit "A", LESS AND EXECEPT any and all mineral, royalty, and/or overriding royalty interests owned by Assignor, but including all contractual rights therein, including but not limited to those contractual rights in and to that certain Operating Agreement dated May 20, 1976, by and between Tideway Oil Programs, Inc., as Operator, and Beren Corporation, as Non-Operator covering Section 5-31S-40W, Morton County, Kansas, as amended, regardless of the omission of any particular contract, lease or assignment under which Assignor may have acquired an interest therein, errors in specific description within such land, incorrect or misspelled names, incorrect recording references, or other errors or omissions.

All oil and/or gas sold on or after the Effective Date, shall be the property of Assignee. All expenses through the August 2019 joint operations billing shall be paid by Assignor. There shall be

no adjustment for costs incurred prior to the Effective Date, but not joint billed by the August 2019 billing, for oil in the tanks, or for ad valorem taxes.

Assignor warrants that title to the Subject Property, insofar as to claims arising by, through, or under Assignor, is free and clear of all liens, mortgages or other encumbrances created by through, or under Assignor, but not otherwise, and Assignor agrees that Assignor shall be responsible for title defects occurring or arising out of occurrences or omissions by, through, or under Assignor, but not otherwise. Except as provided in the preceding sentence, this assignment is made without covenants of warranty of title, either express or implied, but is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect of the interests assigned hereunder. Assignee accepts the Subject Property, and all wells, equipment, and other property related thereto, in their present condition, "as is, where is, and with all faults" and Assignor disclaims all warranties, express and implied, including warranties of fitness and merchantability, other than as expressly warranted above. Without limiting the generality of the foregoing, Assignor specifically makes no representation, covenant, or warranty, either express or implied, as to the validity of any of the leases, contracts or agreements covered hereby.

Assignee assumes all liabilities, obligations, and responsibilities of Assignor with respect to the Subject Property, including, but not limited to, all legal and regulatory obligations and responsibilities with respect to operations, including the plugging of wells thereon.

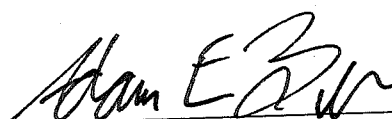
TO HAVE AND TO HOLD UNTO ASSIGNEE, subject to the terms and conditions of said leases and any and all extensions thereof, forever.

This Assignment and Bill of Sale may be executed in any number of counterparts and each counterpart hereof shall be effective as to each party that executes the same whether or not all of such parties execute the same counterpart. If counterparts of this Assignment and Bill of Sale are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment and Bill of Sale, but each counterpart shall be considered an original.

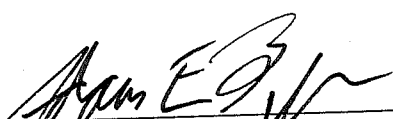
IN WITNESS WHEREOF, this Assignment is executed as of the dates of the signatures below, but is to be effective for all purposes as of the Effective Date above.

**ASSIGNOR:**

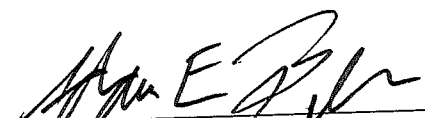
MANUEL CORPORATION

By:   
Adam E. Beren, President

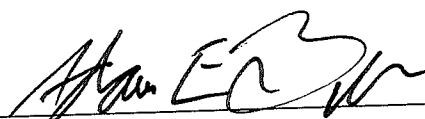
BERESCO PROPERTIES, INC.

By:   
Adam E. Beren, President

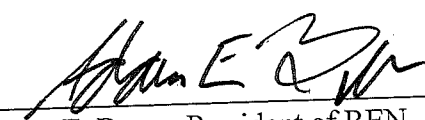
ADAM INVESTMENTS, INC.

By:   
Adam E. Beren, President

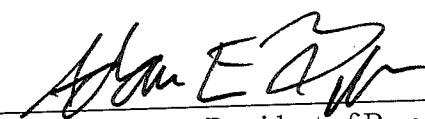
BEREN TRUST I, LLC

By:   
Adam E. Beren, Manager

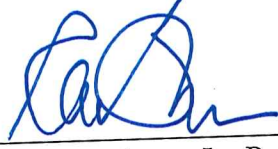
OKMAR OIL COMPANY

By:   
Adam E. Beren, President of REN Corporation, General Partner of Robert-AB, L.P., Managing General Partner


ROBERT M. BEREN, L.P.

By:   
Adam E. Beren, President of Beresco Properties, Inc., Managing General Partner

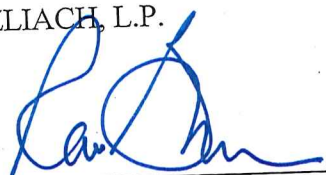
BERENERGY CORPORATION

By:   
Robert M. Goodyear, Jr., President

SHEFTAL CORPORATION

By:   
Robert M. Goodyear, Jr., President

MATZLIACH, L.P.

By:   
Robert M. Goodyear, Jr., President of  
Berenergy Corporation, General Partner

G-OIL, L.P.

By: \_\_\_\_\_  
Jaimini Beaulien, Vice President of First  
Manhattan Services Corp., General Partner

FRITS-OIL, L.P.

By: \_\_\_\_\_  
Jaimini Beaulien, Vice President of First  
Manhattan Brokerage Corp., General Partner

HVI-OIL, L.P.

By: \_\_\_\_\_  
Jaimini Beaulien, Vice President of First  
Manhattan Pension Corp., General Partner

JW-OIL, L.P.

By: \_\_\_\_\_  
Jaimini Beaulien, Vice President of First  
Manhattan Arbitrage, Inc., General Partner

BAYBERRY OIL AND GAS LLC

By: \_\_\_\_\_  
Jaimini Beaulien, Attorney-in-fact for  
Mark Zankel, Manager

\_\_\_\_\_  
Allan Muchin

**ASSIGNEE:**

ENTERRA RESOURCES, LLC

By: \_\_\_\_\_

BERENERGY CORPORATION

By: \_\_\_\_\_  
Robert M. Goodyear, Jr., President

MATZLIACH, L.P.

By: \_\_\_\_\_  
Robert M. Goodyear, Jr., President of  
Berenergy Corporation, General Partner

FRITS-OIL, L.P.

By: Jaimini Beaulien  
Jaimini Beaulien, Vice President of First  
Manhattan Brokerage Corp., General Partner

JW-OIL, L.P.

By: Jaimini Beaulien  
Jaimini Beaulien, Vice President of First  
Manhattan Arbitrage, Inc., General Partner

\_\_\_\_\_  
Allan Muchin

**ASSIGNEE:**

ENTERRA RESOURCES, LLC

By: \_\_\_\_\_

SHEFTAL CORPORATION

By: \_\_\_\_\_  
Robert M. Goodyear, Jr., President

G-OIL, L.P.

By: Jaimini Beaulien  
Jaimini Beaulien, Vice President of First  
Manhattan Services Corp., General Partner

HVI-OIL, L.P.

By: Jaimini Beaulien  
Jaimini Beaulien, Vice President of First  
Manhattan Pension Corp., General Partner

BAYBERRY OIL AND GAS LLC

By: Jaimini Beaulien  
Jaimini Beaulien, Attorney-in-fact for  
Mark Zankel, Manager

BERENERGY CORPORATION

By: \_\_\_\_\_  
Robert M. Goodyear, Jr., President

MATZLIACH, L.P.

By: \_\_\_\_\_  
Robert M. Goodyear, Jr., President of  
Berenergy Corporation, General Partner

FRITS-OIL, L.P.

By: \_\_\_\_\_  
Jaimini Beaulien, Vice President of First  
Manhattan Brokerage Corp., General Partner

JW-OIL, L.P.

By: \_\_\_\_\_  
Jaimini Beaulien, Vice President of First  
Manhattan Arbitrage, Inc., General Partner

\_\_\_\_\_  
Allan Muchin

**ASSIGNEE:**

ENTERRA RESOURCES, LLC

By: \_\_\_\_\_  
Marion F. Hutchison II  
Manager

SHEFTAL CORPORATION

By: \_\_\_\_\_  
Robert M. Goodyear, Jr., President

G-OIL, L.P.

By: \_\_\_\_\_  
Jaimini Beaulien, Vice President of First  
Manhattan Services Corp., General Partner

HVI-OIL, L.P.

By: \_\_\_\_\_  
Jaimini Beaulien, Vice President of First  
Manhattan Pension Corp., General Partner

BAYBERRY OIL AND GAS LLC

By: \_\_\_\_\_  
Jaimini Beaulien, Attorney-in-fact for  
Mark Zankel, Manager

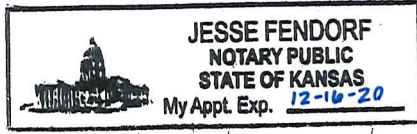


STATE OF KANSAS )  
 ) §:  
COUNTY OF SEDGWICK )

This instrument was acknowledged before me this 15<sup>th</sup> day of August, 2019, by Adam E. Beren, as President of MANUEL CORPORATION, on behalf of said entity.

Jesse Fendorf  
Notary Public

My Commission Expires: 12-16-2020

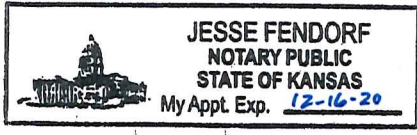


STATE OF KANSAS )  
 ) §:  
COUNTY OF SEDGWICK )

This instrument was acknowledged before me this 15<sup>th</sup> day of August, 2019, by Adam E. Beren, as President of BERESCO PROPERTIES, INC., on behalf of said entity.

Jesse Fendorf  
Notary Public

My Commission Expires: 12-16-2020

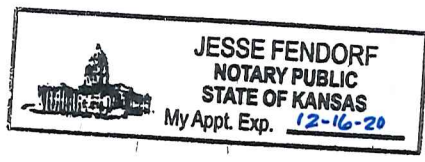


STATE OF KANSAS )  
 ) §:  
COUNTY OF SEDGWICK )

This instrument was acknowledged before me this 15<sup>th</sup> day of August, 2019, by Adam E. Beren, as President of ADAM INVESTMENTS, INC., on behalf of said entity.

Jesse Fendorf  
Notary Public

My Commission Expires: 12-16-2020

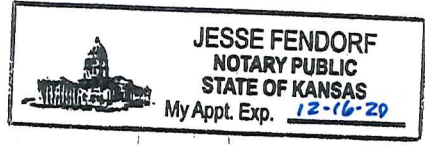


STATE OF KANSAS )  
 ) §:  
COUNTY OF SEDGWICK )

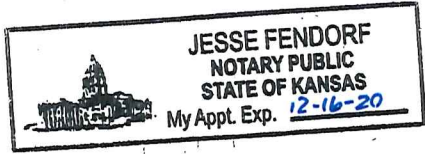
This instrument was acknowledged before me this 15<sup>th</sup> day of August, 2019, by Adam E. Beren, as Manager of BEREN TRUST I, LLC, on behalf of said entity.

Jesse Fendorf  
Notary Public

My Commission Expires: 12-16-2020



STATE OF KANSAS )  
 ) §:  
COUNTY OF SEDGWICK )

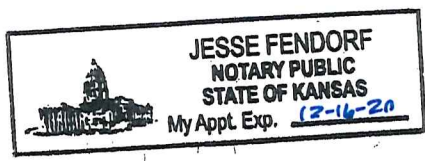


This instrument was acknowledged before me this 15<sup>th</sup> day of August, 2019, by Adam E. Beren, as President of REN Corporation, General Partner of Robert-AB, L.P., Managing General Partner of OKMAR OIL COMPANY, on behalf of said entity.

Jesse Fendorf  
Notary Public

My Commission Expires:  
12-16-2020

STATE OF KANSAS )  
 ) §:  
COUNTY OF SEDGWICK )

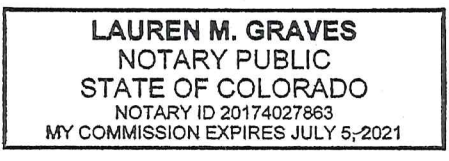


This instrument was acknowledged before me this 15<sup>th</sup> day of August, 2019, by Adam E. Beren, as President of Beresco Properties, Inc., Managing General Partner of ROBERT M. BEREN, L.P., on behalf of said entity.

Jesse Fendorf  
Notary Public

My Commission Expires:  
12-16-2020

STATE OF Colorado )  
 ) §:  
COUNTY OF Denver )

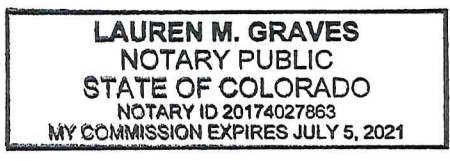


This instrument was acknowledged before me this 24<sup>th</sup> day of July, 2019, by Robert M. Goodyear, Jr., as President of BERENERGY CORPORATION, on behalf of said entity.

Lauren M. Graves  
Notary Public

My Commission Expires:  
July 5, 2021

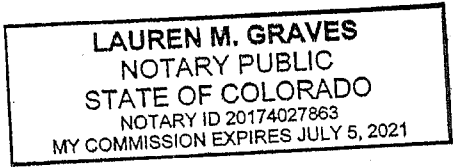
STATE OF Colorado )  
 ) §:  
COUNTY OF Denver )



This instrument was acknowledged before me this 24<sup>th</sup> day of July, 2019, by Robert M. Goodyear, Jr., as President of SHEFTAL CORPORATION, on behalf of said entity.

Lauren M. Graves  
Notary Public

My Commission Expires:  
July 5, 2021



STATE OF Colorado )  
 ) §:  
COUNTY OF Denver )

This instrument was acknowledged before me this 24<sup>th</sup> day of July, 2019, by Robert M. Goodyear, Jr., as President of Berenergy Corporation, General Partner of MATZLIACH, L.P., on behalf of said entity.

Lauren M. Graves  
Notary Public

My Commission Expires:  
July 5, 2021

STATE OF \_\_\_\_\_ )  
 ) §:  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Jaimini Beaulien, as Vice President of First Manhattan Services Corp., General Partner of G-OIL, L.P., on behalf of said entity.

My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) §:  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Jaimini Beaulien, as Vice President of First Manhattan Brokerage Corp., General Partner of FRITS-OIL, L.P., on behalf of said entity.

My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) §:  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Jaimini Beaulien, as Vice President of First Manhattan Pension Corp., General Partner of HVI-OIL, L.P., on behalf of said entity.

My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) §:  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Robert M. Goodyear, Jr., as President of Berenergy Corporation, General Partner of MATZLIACH, L.P., on behalf of said entity.

My Commission Expires:  
8/31/22

  
\_\_\_\_\_  
Notary Public

MARC A. AARONSON  
Notary Public, State of New York  
No. 02AA4730875  
Qualified in Westchester County  
Commission Expires August 31, 2022

STATE OF NEW YORK )  
 ) §:  
COUNTY OF NEW YORK )

This instrument was acknowledged before me this 18<sup>th</sup> day of JULY, 2019, by Jaimini Beaulien, as Vice President of First Manhattan Services Corp., General Partner of G-OIL, L.P., on behalf of said entity.

My Commission Expires:  
8/31/22

  
\_\_\_\_\_  
Notary Public

MARC A. AARONSON  
Notary Public, State of New York  
No. 02AA4730875  
Qualified in Westchester County  
Commission Expires August 31, 2022

STATE OF NEW YORK )  
 ) §:  
COUNTY OF NEW YORK )

This instrument was acknowledged before me this 18<sup>th</sup> day of JULY, 2019, by Jaimini Beaulien, as Vice President of First Manhattan Brokerage Corp., General Partner of FRITS-OIL, L.P., on behalf of said entity.

My Commission Expires:  
8/31/22

  
\_\_\_\_\_  
Notary Public

MARC A. AARONSON  
Notary Public, State of New York  
No. 02AA4730875  
Qualified in Westchester County  
Commission Expires August 31, 2022

STATE OF NEW YORK )  
 ) §:  
COUNTY OF NEW YORK )

This instrument was acknowledged before me this 18<sup>th</sup> day of JULY, 2019, by Jaimini Beaulien, as Vice President of First Manhattan Pension Corp., General Partner of HVI-OIL, L.P., on behalf of said entity.

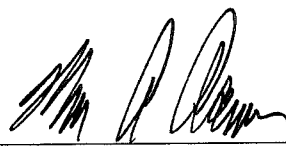
My Commission Expires:  
8/31/22

  
\_\_\_\_\_  
Notary Public

MARC A. AARONSON  
Notary Public, State of New York  
No. 02AA4730875  
Qualified in Westchester County  
Commission Expires August 31, 2022

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) §:

This instrument was acknowledged before me this 18 day of JULY, 2019, by Jaimini Beaulien, as Vice President of First Manhattan Arbitrage, Inc., General Partner of JW-OIL, L.P., on behalf of said entity.

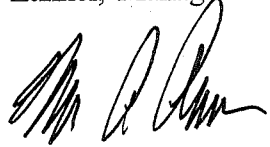


My Commission Expires: 8/31/22

Notary Public  
MARC A. AARONSON  
Notary Public, State of New York  
No. 02AA4730875  
Qualified in Westchester County  
Commission Expires August 31, 20

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) §:

This instrument was acknowledged before me this 18 day of JULY, 2019, by Jaimini Beaulien, as Attorney-in-fact for Mark Zankel, Manager of BAYBERRY OIL AND GAS, LLC, on behalf of said entity.



My Commission Expires: 8/31/22

Notary Public  
MARC A. AARONSON  
Notary Public, State of New York  
No. 02AA4730875  
Qualified in Westchester County  
Commission Expires August 31, 2022

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) §:

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Allan Muchin.

My Commission Expires: \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) §:

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of ENTERRA RESOURCES, LLC, on behalf of said entity.

My Commission Expires: \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_ )  
 ) §:  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Jaimini Beaulien, as Vice President of First Manhattan Arbitrage, Inc., General Partner of JW-OIL, L.P., on behalf of said entity.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) §:  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Jaimini Beaulien, as Attorney-in-fact for Mark Zankel, Manager of BAYBERRY OIL AND GAS, LLC, on behalf of said entity.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



STATE OF IL )  
 ) §:  
COUNTY OF COOK )

This instrument was acknowledged before me this 18<sup>th</sup> day of July, 2019, by Allan Muchin.

My Commission Expires: October 26, 2019

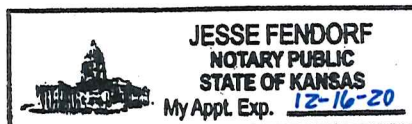
Susan Greco Costello  
\_\_\_\_\_  
Notary Public

STATE OF KANSAS )  
 ) §:  
COUNTY OF SEDGWICK )

This instrument was acknowledged before me this 29<sup>th</sup> day of August, 2019, by Marion F. Hutchison, IaB Manager \_\_\_\_\_ of ENTERRA RESOURCES, LLC, on behalf of said entity.

My Commission Expires: 12-16-2020

Jesse Fendorf  
\_\_\_\_\_  
Notary Public



## **EXHIBIT "A"**

Attached to and made a part of that certain Assignment and Bill of Sale from MANUEL CORPORATION, et al., as Assignor, to ENTERRA RESOURCES, LLC, as Assignee, effective September 1, 2019.

### **SHORE 1-34**

Oil and Gas Lease dated July 13, 1943 by and between Agnes Herrick, as Lessor, and Joe E. Denham, as Lessee, covering All of Section 34, Township 30 South, Range 40 West, Stanton County, Kansas, and being recorded in Book 3 at Page 112 of the records of said county and state, limited to the subsurface interval from the top of the Heebner Shale to the stratigraphic equivalent of 5,650 feet below the surface as measured at the location of the J. Shore #1-34 well located in the SW/4 SW/4 SW/4 of Section 34, Township 30 South, Range 40 West, Stanton County, Kansas.

### **SHORE 2-5 & 3-5**

Oil and Gas Lease dated January 21, 1974 by and between Leda Cossell and David F. Cossell, wife and husband, as Lessor, and Beren Corporation, as Lessee, covering the East Third of the North Half (E/3 N/2) of Section 5, Township 31 South, Range 40 West, Morton County, Kansas, and being recorded in Book 23 at Page 69 of the records of said county and state, limited to all formations below the subsurface depth of 2,470 feet below the surface as found in the Shore 1-5 well located 1320' FNL and 1320' FWL of Section 5, Township 31 South, Range 40 West, Morton County, Kansas.

### **WIRES**

Oil and Gas Lease dated July 16, 1984 by and between Frank A. Wires, as Lessor, and Beren Corporation, as Lessee, covering the Southeast Quarter (SE/4) of Section 24, Township 31 South, Range 41 West, Morton County, Kansas, and being recorded in Book 35 at Page 390 of the records of said county and state.

Right of Way Grant and Easement dated November 16, 1985 from Martin R. Johns and Helen Esther Johns to Berexco Inc. covering the Northeast Quarter (NE/4) of Section 25, Township 31 South, Range 41 West, Morton County, Kansas, and being recorded in Book 55 at Page 236 of the records of said county and state.

Right of Way Grant and Easement dated November 19, 1985 from Adalene Briggeman and Homer Briggeman to Berexco Inc. covering the Southeast Quarter (SE/4) of Section 25, Township 31 South, Range 41 West, Morton County, Kansas, and being recorded in Book 55 at Page 237 of the records of said county and state.

**END OF EXHIBIT "A"**