

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 _____
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Side Two

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 _____	_____
_____	_____	FSL/FNL _____	FEL/FWL _____	_____
_____	_____	FSL/FNL _____	FEL/FWL _____	_____
_____	_____	FSL/FNL _____	FEL/FWL _____	_____
_____	_____	FSL/FNL _____	FEL/FWL _____	_____
_____	_____	FSL/FNL _____	FEL/FWL _____	_____
_____	_____	FSL/FNL _____	FEL/FWL _____	_____
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_____	_____	FSL/FNL _____	FEL/FWL _____	_____
_____	_____	FSL/FNL _____	FEL/FWL _____	_____
_____	_____	FSL/FNL _____	FEL/FWL _____	_____
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_____	_____	FSL/FNL _____	FEL/FWL _____	_____
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_____	_____	FSL/FNL _____	FEL/FWL _____	_____
_____	_____	FSL/FNL _____	FEL/FWL _____	_____
_____	_____	FSL/FNL _____	FEL/FWL _____	_____
_____	_____	FSL/FNL _____	FEL/FWL _____	_____
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_____	_____	FSL/FNL _____	FEL/FWL _____	_____
_____	_____	FSL/FNL _____	FEL/FWL _____	_____
_____	_____	FSL/FNL _____	FEL/FWL _____	_____
_____	_____	FSL/FNL _____	FEL/FWL _____	_____
_____	_____	FSL/FNL _____	FEL/FWL _____	_____
_____	_____	FSL/FNL _____	FEL/FWL _____	_____

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

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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: _____

Additional Landowner

**Glenda K. & Forrest Goodwin
30815 Main St.
Arkansas City, KS 67005**

(u) \$38.00 EnV
Bear Petroleum LLC

Filed at Request of Filer

Direct
Index
Compared



**OIL AND GAS LEASE
(Paid-Up)**

THIS AGREEMENT made this 29 day of May, 2020, between Jack R. Meyer and Catherine L. Meyer, husband and wife, herein called Lessor (whether one or more), and Bear Petroleum LLC, Lessee:

WITNESSETH:

1. Lessor, IN CONSIDERATION OF Ten Dollars (\$10.00) in hand paid, receipt of which is here acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases, demises, and lets exclusively unto Lessee the land hereinafter described with the exclusive right for the purposes of mining, exploring by geophysical and other methods, operating for, producing, and taking care of all oil, gas, and all of the products of oil and gas, with rights of way and easements for laying pipelines and the erection of structures thereon necessary or convenient to produce, save, and take care of all said products in that certain tract of land situated in the County of Cowley, State of Kansas, described as follows, to-wit:

West Half of the Northeast Quarter (W/2 NE/4)

in Section 29, Township 30S, Range 5E, and containing approximately 79.9 acres, more or less, and all accretions thereto.

2. It is agreed that this lease shall remain in full force and effect for a primary term of one (1) years from this date, and as long thereafter as oil, gas, or the products of oil or gas, or any of them, is produced from said land or lands with which said land is pooled.

3. This is a PAID-UP lease. Lessor agrees that Lessee shall not be obligated to commence or continue any operations during the primary term or to make any rental payments during the primary term.

4. Lessee agrees to pay Lessor a royalty on production covered hereby as follows: (a) on oil, and other liquid hydrocarbons saved at the well, one-eighth (1/8) of that produced and saved from said land, same to be delivered free of cost at the wells or to the credit of Lessor in the pipe line to which the wells may be connected; and (b) on gas, including casinghead gas and all gaseous substances covered hereby, one-eighth (1/8) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of the production, severance, and other excise taxes and the cost incurred by Lessee in processing, gathering, treating, compressing, dehydrating, transporting, and marketing, or otherwise making such gas or other substances ready for sale or use, such payments to be made monthly. During any period after expiration of the primary term when gas is not being so sold or used and the well or wells are shut in, whether or not such wells are shut in before or after production, and there is no current production of oil or operations on said land sufficient to keep this lease in force, Lessee may pay or tender to Lessor a royalty of One Dollar (\$1.00) per year per net mineral acre retained hereunder, such payment or tender to be made on or before the later of the anniversary date of the well or wells becoming shut in or the anniversary date of this lease during the period such well or wells is shut in. When such payment or tender is made it will be considered that gas is being produced in paying quantities within the meaning of the entire lease.

5. If at the expiration of the primary term oil, gas, or the products or oil or gas are not being produced in paying quantities on the leased land or on lands pooled therewith but Lessee is conducting drilling, completing, or reworking operations thereon, this lease shall continue in force so long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered, this lease shall continue as long thereafter as oil, gas, the products of oil or gas, or any of them is produced. If, after discovery of oil or gas or the products of oil or gas on said land or on acreage pooled therewith, the production therefrom ceases totally for any cause (other than a force majeure event), this lease shall not terminate if Lessee commences or resumes any drilling, completing, or reworking operations or production within ninety (90) days after such cessation, and if production of oil, gas, the products of oil or gas, or any of them is resumed, this lease shall continue as long thereafter as oil, gas, the products of oil or gas, or any of them is produced.

6. Lessee is hereby granted the right to pool or consolidate the leased premises, or any portion or portions thereof, as to all strata, or any stratum or strata, with other lands as to all strata, or any stratum or strata, such pooling to be in units not exceeding eighty (80) acres as to oil rights, plus a tolerance of ten percent (10%), and not exceeding six hundred forty (640) acres as to gas rights, plus a tolerance of ten percent (10%), to conform to Governmental Survey quarter sections. Lessee shall file written unit designations in the county in which the premises are located. Such units may be designated either before or after the completion of wells. Drilling operations and production on any part of the pooled acreage shall be treated as if such drilling operations were upon or such production was from the land described in this lease whether the well or wells be located on the land covered by this lease or not. The entire acreage pooled into a unit shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease. In lieu of the royalties herein provided, Lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his or her acreage placed in the unit or his or her royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

7. Lessee is hereby granted free use of oil, gas, and water from said land, except water from Lessor's wells and tanks, for all operations hereunder, including repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee also has the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee agrees to bury all pipe lines below ordinary plow depth. Lessee agrees pay for damages caused by its operations to growing crops on said land. Lessee agrees not to drill any well within two hundred feet (200 ft.) of any residence or barn now on said land without Lessor's consent. Lessor shall have the privilege, at his or her risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns. No such change or division in the ownership of the land, rentals, or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting his or her claim of title from the original Lessor. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all rentals and royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devise, descent, or otherwise to furnish separate measuring or receiving tanks. In the event of an assignment of this lease as to a segregated portion of said land, any rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such Lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease in so far as it covers a part of said lands upon which Lessee or any assignee thereof shall make payment of said rentals.

9. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to an event of force majeure. The term "force majeure" as employed herein shall mean: any act of God including but not limited to storms, floods, washouts, landslides, and lightning; acts of the public enemy; wars, blockades, insurrections, or riots; strikes or lockouts; epidemics or quarantine regulations; laws acts, orders or requests of federal, state, municipal or other governments or governmental officers or agents under color of authority; freight embargoes or failures; exhaustion or unavailability or delays in delivery of any product, labor, service, or material. If Lessee is required or ordered or directed by any federal, state or municipal law, executive order, rule, regulation, or request enacted or promulgated under color of authority to cease drilling operations, reworking operations, or producing operations on the land covered by this lease, or if Lessee by force majeure is prevented from conducting drilling operations, reworking operations, or producing operations, then until such time as law, order, rule, regulation, request, or force majeure is terminated, and for a period of ninety (90) days after such termination, each and every provision of this lease that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.

10. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. In case a Lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided for shall be paid the said Lessor only in the proportion that his or her interest bears to the whole and undivided fee; however, such royalty shall be increased at the next succeeding lease anniversary after the acquisition of any additional interest in the above-described property, whether it be by reversion or after-acquired title, or if such additional acquisition occurs after production be obtained, then the royalty shall be increased to cover the interest so acquired. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11. Lessee and Lessee's successors and assigns shall have the right at any time to surrender or release this lease, in whole or in part, to Lessor or his or her heirs and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, expressed or implied, of this lease as to the acreage so surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

12. This lease is subject to any valid lease of record, and Lessor assigns to Lessee all of his, her, or their interest in any oil and gas equipment on said premises.

13. Lessee will do its best to put land back as near like condition as it was before drilling of wells.

IN WITNESS WHEREOF, we sign the day and year first above written.

Jack R Meyer
Jack R. Meyer

Deceased
Catherine L. Meyer

Acknowledgment

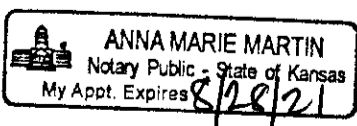
STATE OF Kansas)
COUNTY OF Butter)ss.

Be it remembered that on the 29 day of May, 2020, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Jack R. Meyer, personally known to me to be the same person who executed the foregoing instrument of writing, and he duly acknowledged the execution of the same for himself for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My Commission Expires: 8/28/21

Anna Marie Martin
Notary Public



(4) \$72.00 Env
Bear Petroleum

Direct
Index
Compared



OIL AND GAS LEASE
(Paid-Up)

THIS AGREEMENT made this 15th day of June, 2020, between Glenda K. Goodwin and Forrest Goodwin, husband and wife, herein called Lessor (whether one or more), and Bear Petroleum LLC, Lessee:

WITNESSETH:

1. Lessor, IN CONSIDERATION OF Ten Dollars (\$10.00) in hand paid, receipt of which is here acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases, demises, and lets exclusively unto Lessee the land hereinafter described with the exclusive right for the purposes of mining, exploring by geophysical and other methods, operating for, producing, and taking care of all oil, gas, and all of the products of oil and gas, with rights of way and easements for laying pipelines and the erection of structures thereon necessary or convenient to produce, save, and take care of all said products in that certain tract of land situated in the County of Cowley, State of Kansas, described as follows, to-wit:

East Half of the Northeast Quarter (E/2 NE/4)

in Section 29, Township 30S, Range 5E, and containing approximately 79.1 acres, more or less, and all accretions thereto.

2. It is agreed that this lease shall remain in full force and effect for a primary term of one (1) years from this date, and as long thereafter as oil, gas, or the products of oil or gas, or any of them, is produced from said land or lands with which said land is pooled.

3. This is a PAID-UP lease. Lessor agrees that Lessee shall not be obligated to commence or continue any operations during the primary term or to make any rental payments during the primary term.

4. Lessee agrees to pay Lessor a royalty on production covered hereby as follows: (a) on oil, and other liquid hydrocarbons saved at the well, one-eighth (1/8) of that produced and saved from said land, same to be delivered free of cost at the wells or to the credit of Lessor in the pipe line to which the wells may be connected; and (b) on gas, including casinghead gas and all gaseous substances covered hereby, one-eighth (1/8) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of the production, severance, and other excise taxes and the cost incurred by Lessee in processing, gathering, treating, compressing, dehydrating, transporting, and marketing, or otherwise making such gas or other substances ready for sale or use, such payments to be made monthly. During any period after expiration of the primary term when gas is not being so sold or used and the well or wells are shut in, whether or not such wells are shut in before or after production, and there is no current production of oil or operations on said land sufficient to keep this lease in force, Lessee may pay or tender to Lessor a royalty of One Dollar (\$1.00) per year per net mineral acre retained hereunder, such payment or tender to be made on or before the later of the anniversary date of the well or wells becoming shut in or the anniversary date of this lease during the period such well or wells is shut in. When such payment or tender is made it will be considered that gas is being produced in paying quantities within the meaning of the entire lease.

5. If at the expiration of the primary term oil, gas, or the products of oil or gas are not being produced in paying quantities on the leased land or on lands pooled therewith but Lessee is conducting drilling, completing, or reworking operations thereon, this lease shall continue in force so long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered, this lease shall continue as long thereafter as oil, gas, the products of oil or gas, or any of them is produced. If, after discovery of oil or gas or the products of oil or gas on said land or on acreage pooled therewith, the production therefrom ceases totally for any cause (other than a force majeure event), this lease shall not terminate if Lessee commences or resumes any drilling, completing, or reworking operations or production within ninety (90) days after such cessation, and if production of oil, gas, the products of oil or gas, or any of them is resumed, this lease shall continue as long thereafter as oil, gas, the products of oil or gas, or any of them is produced.

6. Lessee is hereby granted the right to pool or consolidate the leased premises, or any portion or portions thereof, as to all strata, or any stratum or strata, with other lands as to all strata, or any stratum or strata, such pooling to be in units not exceeding eighty (80) acres as to oil rights, plus a tolerance of ten percent (10%), and not exceeding six hundred forty (640) acres as to gas rights, plus a tolerance of ten percent (10%), to conform to Governmental Survey quarter sections. Lessee shall file written unit designations in the county in which the premises are located. Such units may be designated either before or after the completion of wells. Drilling operations and production on any part of the pooled acreage shall be treated as if such drilling operations were upon or such production was from the land described in this lease whether the well or wells be located on the land covered by this lease or not. The entire acreage pooled into a unit shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease. In lieu of the royalties herein provided, Lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his or her acreage placed in the unit or his or her royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

7. Lessee is hereby granted free use of oil, gas, and water from said land, except water from Lessor's wells and tanks, for all operations hereunder, including repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee also has the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee agrees to bury all pipe lines below ordinary plow depth. Lessee agrees pay for damages caused by its operations to growing crops on said land. Lessee agrees not to drill any well within two hundred feet (200 ft.) of any residence or barn now on said land without Lessor's consent. Lessor shall have the privilege, at his or her risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns. No such change or division in the ownership of the land, rentals, or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting his or her claim of title from the original Lessor. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all rentals and royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devise, descent, or otherwise to furnish separate measuring or receiving tanks. In the event of an assignment of this lease as to a segregated portion of said land, any rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such Lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease in so far as it covers a part of said lands upon which Lessee or any assignee thereof shall make payment of said rentals.

9. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to an event of force majeure. The term "force majeure" as employed herein shall mean any act of God including but not limited to storms, floods, washouts, landslides, and lightning; acts of the public enemy; wars, blockades, insurrections, or riots; strikes or lockouts; epidemics or quarantine regulations; laws, acts, orders or requests of federal, state, municipal or other governments or governmental officers or agents under color of authority; freight embargoes or failures; exhaustion or unavailability or delays in delivery of any product, labor, service, or material. If Lessee is required or ordered or directed by any federal, state or municipal law, executive order, rule, regulation, or request enacted or promulgated under color of authority to cease drilling operations, reworking operations, or producing operations on the land covered by this lease, or if Lessee by force majeure is prevented from conducting drilling operations, reworking operations, or producing operations, then until such time as law, order, rule, regulation, request, or force majeure is terminated, and for a period of ninety (90) days after such termination, each and every provision of this lease that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.

10. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. In case a Lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided for shall be paid the said Lessor only in the proportion that his or her interest bears to the whole and undivided fee; however, such royalty shall be increased at the next succeeding lease anniversary after the acquisition of any additional interest in the above-described property, whether it be by reversion or after-acquired title, or if such additional acquisition occurs after production be obtained, then the royalty shall be increased to cover the interest so acquired. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11. Lessee and Lessee's successors and assigns shall have the right at any time to surrender or release this lease, in whole or in part, to Lessor or his or her heirs and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, expressed or implied, of this lease as to the acreage so surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

12. This lease is subject to any valid lease of record, and Lessor assigns to Lessee all of his, her, or their interest in any oil and gas equipment on said premises.

13. Lessee will do its best to put land back as near like condition as it was before drilling of wells.

14. This Lease subject to attached 2 page Exhibit A.

IN WITNESS WHEREOF, we sign the day and year first above written.

Glenda K Goodwin
Glenda K. Goodwin

Forrest Goodwin
Forrest Goodwin

Acknowledgment

STATE OF Kansas)
COUNTY OF Cowley) ss.

Be it remembered that on the 15th day of June, 2020, before me, the undersigned, a Notary Public, duly and Forrest Goodwin commissioned, in and for the county and state aforesaid, came Glenda K Goodwin, personally known to me to be the same person who executed the foregoing instrument of writing, and he duly acknowledged the execution of the same for himself for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My Commission Expires:

ANNETTE K. ROACH
Notary Public - State of Kansas
My Appt. Expires 12-03-2021

Annette K Roach
Annette K Roach
Notary Public

Exhibit A

Page 1 of 2

EXHIBIT A

THIS EXHIBIT A is attached thereto and made a part of that certain Oil and Gas Lease (Paid Up) ("Lease") dated the 15 day of June, 2020, by and between Glenda K. Goodwin and Forrest Goodwin, husband and wife, as Lessors, and Bear Petroleum LLC, as Lessee. Where used herein, "Lessor" or "Lessors" shall mean and include the undersigned and the surface owners of the leased premises if the undersigned do not own the surface rights of the leased premises as well.

LEGAL DESCRIPTION of the leased land:

The East Half of the Northeast Quarter (E/2NE/4) of Section 29, Township 30 South, Range 5 East of the 6th P.M., Cowley County, Kansas

CONSERVATION RESERVE PROGRAM: Should any part of the leased premises fall within or subsequently be enrolled in the Conservation Reserve Program (CRP), Lessor must give written permission to Lessee and Lessee must receive written permission from Lessor prior to undertaking any oil and gas activity which would disturb or disrupt the surface of such land. Such permission will not be unreasonably withheld.

FENCES/GATES: Lessee shall promptly replace any fences removed or damaged by Lessee during its operations on said land and further, upon Lessor's request, Lessee shall install dual lockable gates, to be kept locked at all times, and/or cattle guards, which shall become the property of Lessor at the termination of this lease, on all access roads and pipeline routes on said land; Lessor shall be provided keys for each located gate on the leased premises.

LEASE APPEARANCE: No open salt-water pits or ditches shall ever be maintained on the premises. All storage tanks, separators and compressors shall be kept as a group on the above described drilling and operation sites located on the lease premises and all oil or gas wells shall be neatly, attractively, and adequately fenced and enclosed by Lessee so as to reasonably protect livestock from injury. Lessee shall not allow any noxious or unsightly weeds or grasses to grow or accumulate on or along the roadways, well sites, tank batteries, access roads or any other parcel of ground used in Lessee's operations. Lessee shall at all times conduct and keep all of its operations, including said equipment, neat in appearance, in proper condition, and well painted to blend in as naturally as possible with the surroundings and as to not lower the land value of the areas for agriculture and/or industrial use, and consistent with the highest and best standards of the oil and gas industry. No unused equipment or materials shall be stored on the premises.

ROAD MAINTENANCE: Lessee will maintain any roads constructed by Lessee or any existing roads of Lessor's used by Lessee in its operations, so that the roads are maintained in such condition as to adequately provide for Lessee's operations. Lessee shall not make any road that exceeds twenty (20) feet in width. Existing roads may be used and maintained by Lessee.

SHUT-IN GAS CLAUSE AMENDMENT: Following the primary term, or any extension thereof, when gas from a well is shut-in and is not sold or used, Lessee's right to hold the Lease under the shut-in gas royalty provisions shall not extend to a period in excess of two (2) consecutive years.

NO ADDITIONAL RIGHTS-OF-WAY: It is agreed that the right to lay pipelines and power lines and to build tanks and other structures on the leased premises extends only to pipelines, power lines, tanks and other structures required for drilling operations on and carrying production from the leased premises only, and it shall be non-assignable by Lessee. Lessee agrees to pay Lessors for all new pipeline laid, constructed or otherwise placed upon the leased premises by Lessee the sum of \$35.00 per rod of such pipeline located upon the leased premises, putting no more than three pipelines per right of way ditch. Lessee further agrees to bury and maintain all pipelines at least 36 inches below the surface upon request of the Lessor.

RELEASE OF DEPTHS BELOW PRODUCTION: It is understood and agreed that one (1) year after the expiration of the primary term of this lease or the expiration of any extension or renewal of this lease, or after cessation of drilling operations or operations for drilling as provided herein, whichever occurs last, Lessee shall release all rights lying below the stratigraphic equivalent of one hundred feet (100') below the base of the deepest producing formation in any well drilled on the leased premises or on lands with which the leased premises has been pooled or unitized. The production of shallow gas (from a formation 1,500 feet deep or less) shall only extend this Lease into the secondary term to the depth and wellbore of such shallow gas wells, the lease expiring at the end of the primary term as to other formations not produced.

LESSOR'S WATER: Lessee shall have no right to use water from Lessor's water well or wells, ponds, or streams located on the leased premises, without prior written consent from the Lessor. Lessee shall tender and deliver intact to Lessor without cost any water well it has drilled when Lessee has no further use for the well. Lessee shall only use Lessor's subsurface fresh water in drilling and completion operations, not in secondary recovery operations, at a negotiated cost.

PROPERTY RESTORATION AND EQUIPMENT REMOVAL: Lessee agrees that as soon as is reasonably possible, following completion of its drilling and other operations, Lessee shall restore its well site, tank battery site, and all other sites utilized and established by Lessee in its operations under this Lease, as near as possible to its original condition and land contour, including restoring separately stored top soil to the surface of all such restoration sites. This obligation shall survive termination of this lease.

Lessee specifically agrees to remove within one hundred eighty (180) days of the date of termination of this Lease. Any equipment or other personal property not removed within one (1) year from the date of termination of this Lease, or from the date salt water is last disposed into a well bore on the leased acreage, which ever date shall last occur, shall be deemed abandoned by the Lessee, its successors and assigns, and shall thereupon become the property of Lessor.

VENUE: This lease shall be governed, construed, interpreted, and enforced according to the laws of the State of Kansas with jurisdiction contractually consented to by the parties to be the District Court of Cowley County, Kansas, and venue contractually designated as Cowley County. If an action is initiated to enforce this Lease or any right or obligation created herein, the prevailing party shall be entitled to *recover costs of litigation*, including attorney fees and expert fees, as determined reasonable by the court.

INJECTION OR STORAGE WELL PROVISIONS IN NW/4 OF SECTION 29-T30S-R5E: Lessee shall not install a gas processing plant, salt water disposal, injection well, or dehydration plant except by separate written agreement for agreed compensation. Provided, however, that in the event Lessee chooses to utilize an existing well bore on the leased acreage as a salt-water disposal well, during the term of this Lease, Lessee shall be entitled to utilize that well bore to dispose of salt water produced from wells located in the Northwest Quarter of Section 29, Township 30 South, Range 5 East of the 6th P.M., Cowley County, Kansas without paying a disposal fee to Lessor.

SALT WATER FROM OTHER LAND: If the a well bore on the leased acreage is used for salt water disposal during the term of this Lease, Lessee shall be entitled to utilize that well bore to dispose of salt water produced from wells located on other acreage if the lease covering such land is operated by Lessee, and in which case Lessee shall pay the Lessor a fee per barrel disposed as measured by meters at the well bore site, the amount of which shall be negotiated between Lessor and Lessee prior to such disposal.

USE OF A SALT WATER DISPOSAL WELL IF PRODUCTION IN PAYING QUANTITIES CEASES: If Lessee ceases to produce oil or gas in paying quantities from this Lease, but at that time Lessee has already equipped and is using a well bore on the leased acreage for salt water disposal, and if Lessee has paid the amounts set forth for salt water disposal to Lessor, then, and in such event, Lessee's use of that existing well bore for disposal of salt water produced from other lands shall serve to continue this Lease as to a two (2) acre tract immediately surrounding the well bore, provided that Lessee delivers to Lessor a properly executed release all other acreage covered by this Lease.

MANDATORY RELEASE CLAUSE: At the time of the lapse of this Lease by any of its terms or provisions, Lessee agrees to promptly execute and deliver to Lessor, or file for record in the public land records office of the county and state where this property lies, a written release and surrender of this Lease save and except that portion maintained by virtue of any provisions of this lease.

TERMINATION OF LEASE: This Lease shall terminate when the records of the Kansas Tax Commission, the Kansas Corporation Commission, or the Kansas Geological Survey show non-production or non-marketing of production in paying quantities over any twelve consecutive months period or more, subject to the provisions for extension of this Lease as to acreage on which a salt water disposal well may be located.

NO WARRANTY OF TITLE: Notwithstanding any language to the contrary, Lessor does not warrant title to the leased premises, Lessee being free to determine title and ownership from public records.

LESSORS:

Glenda K Goodwin Forrest Goodwin 6-15-20
Glenda K. Goodwin Date 6/15/20 Forrest Goodwin Date

LESSEE:

Bear Petroleum LLC

BY: [Signature] 6-18-2020
Date