

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
April 2019
Form must be Typed
Form must be Signed
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.

Check applicable boxes:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

**** Side Two Must Be Completed.**

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

____ - ____ - ____ - ____ Sec. ____ Twp. ____ R. ____ E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Type of Pit: Emergency Burn Settling Haul-Off Workover Drilling

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Oil / Gas Purchaser: _____

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 _____

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)
		Circle: FSL/FNL	Circle: 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 1st day of November, 2020 (the "Effective Date"), by and between **MANUEL CORPORATION, OKMAR OIL COMPANY, ROBERT M. BEREN, L.P., MATZLIACH, L.P., BERENERGY CORPORATION, G-OIL, L.P., FRITS-OIL, L.P., JW-OIL, L.P., AND BAYBERRY OIL AND GAS LLC**, 2020 N. Bramblewood, Wichita, KS 67206, hereinafter collectively referred to as "Assignor", and **BLACKSHEEP OIL & GAS LLC**, 308 E. 13th Ave., Medicine Lodge, KS 67104, hereinafter referred to as "Assignee",

W I T N E S S E T H

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 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 estate 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, 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 solely 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.

It is Assignor's intent to convey to Assignee all of Assignor's right, title, interests, and property in, on, to, and under the Southwest Quarter (SW/4) of Section 11 and the West Half of the Northeast Quarter (W/2 NE/4) and East Half of the Northwest Quarter (E/2 NW/4) of Section 14, all in Township 33 South, Range 12 West, Barber County, Kansas, 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 before the Effective Date shall be the property of Assignor, and all oil and/or gas sold on or after the Effective Date shall be the property of Assignee; there shall be no adjustments for oil in the tanks. Assignor shall be responsible for all costs and expenses of operating the Subject Property incurred prior to the Effective Date, and Assignee shall be responsible for all costs and expenses of operating the Subject Property incurred on or after the Effective Date, provided, however, there shall be no adjustment for ad valorem taxes, which shall be the responsibility of Assignee.

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. 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.

From and after the Effective Date hereof, Assignee shall assume 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. Assignee shall defend, indemnify and hold Assignor harmless from and against any and all claims, demands, and causes of action of every kind and character, brought by or in favor of any individual, company, corporation, governmental agency or other entity, for personal injury, death, damages to the Subject Property or to the environment, for pollution of any nature, or for the condition of the lands, wells, or premises conveyed, whether surface or sub-surface, latent or patent, whether arising from or contributed to by violation of any applicable law or regulation, or by the negligence in any form by Assignor, its agents, employees, or contractors, whether in connection with Assignee's, Assignor's, or any third party('s) operations of or on the Subject Property or any portion thereof, and whether arising from incidents, conditions, actions or inactions existing or occurring before, on, or after the Effective Date hereof. Without limiting the generality of the foregoing, such indemnities shall apply to all such claims, demands or causes of action arising directly or indirectly from or incident to, the use, occupation, operation, maintenance or abandonment of the Subject Property, whether past, present, or future, regardless of whether such claims are based on acts or omissions of Assignor or its predecessors under any theory of negligence, willful misconduct, liability without fault, or otherwise, whether before, on, or after the Effective Date hereof, and shall extend and apply to any and all costs and expenses of whatsoever nature relative thereto, including, but not limited to, attorneys' fees and expenses.

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.

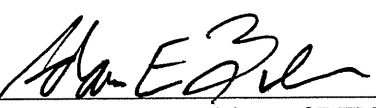
IN WITNESS WHEREOF, this Assignment is executed as of the dates of the signatures below, but is to be effective for all purposes as of the Effective Date above.

ASSIGNOR:

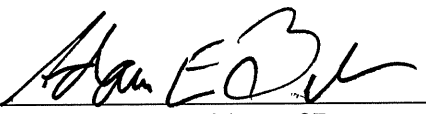
MANUEL CORPORATION

By: 
Adam E. Beren, President


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

MATZLIACH, L.P.

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

BERENERGY CORPORATION

By: [Signature]
Robert M. Goodyear, Jr., President

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

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

ASSIGNEE:

BLACKSHEEP OIL & GAS LLC

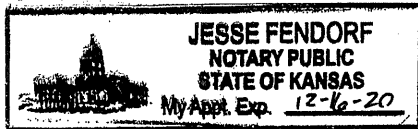
By: _____
Jon McDonald, President

STATE OF KANSAS)
) §:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 1st day of October, 2020,
by Adam E. Beren, as President of MANUEL CORPORATION, on behalf of said entity.

My Commission Expires:
12-16-2020

[Signature]
Notary Public

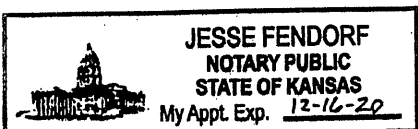


STATE OF KANSAS)
) §:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 1st day of October, 2020,
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.

My Commission Expires:
12-16-2020

[Signature]
Notary Public



BERENERGY 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

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

BAYBERRY OIL AND GAS LLC

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

ASSIGNEE:

BLACKSHEEP OIL & GAS LLC

By: _____
Jon McDonald, President

STATE OF KANSAS)
) §:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this ____ day of _____, 2020,
by Adam E. Beren, as President of MANUEL CORPORATION, on behalf of said entity.

My Commission Expires:

Notary Public

STATE OF KANSAS)
) §:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this ____ day of _____, 2020,
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.

My Commission Expires:

Notary Public

BERENERGY CORPORATION

G-OIL, L.P.

By: _____
Robert M. Goodyear, Jr., President

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

FRITS-OIL, L.P.

JW-OIL, L.P.

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

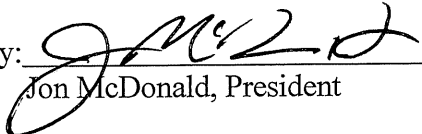
By: _____
Jaimini Beaulien, Vice President of First
Manhattan Arbitrage, Inc., General Partner

BAYBERRY OIL AND GAS LLC

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

ASSIGNEE:

BLACKSHEEP OIL & GAS LLC

By:  _____
Jon McDonald, President

STATE OF KANSAS)
) §:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this ____ day of _____, 2020,
by Adam E. Beren, as President of MANUEL CORPORATION, on behalf of said entity.

My Commission Expires: _____
Notary Public _____

STATE OF KANSAS)
) §:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this ____ day of _____, 2020,
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.

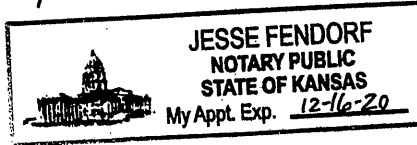
My Commission Expires: _____
Notary Public _____

STATE OF KANSAS)
) §:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 1st day of October, 2020, by Adam E. Beren, as President of Beresco Properties, Inc., Managing General Partner of ROBERT M. BEREN, L.P., on behalf of said entity.

My Commission Expires:
12-16-2020

Jesse Fendorf
Notary Public



STATE OF Colorado)
) §:
COUNTY OF Denver)

This instrument was acknowledged before me this 23rd day of September, 2020, by Robert M. Goodyear, Jr., as President of Berenergy Corporation, General Partner of MATZLIACH, L.P., on behalf of said entity.

My Commission Expires:
9/15/22

Jami Hoffman
Notary Public

STATE OF Colorado)
) §:
COUNTY OF Denver)

This instrument was acknowledged before me this 23rd day of September, 2020, by Robert M. Goodyear, Jr., as President of BERENERGY CORPORATION, on behalf of said entity.

My Commission Expires:
9/15/22

Jami Hoffman
Notary Public

STATE OF _____)
) §:
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2020, 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 KANSAS)
) §:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this ____ day of _____, 2020,
by Adam E. Beren, as President of Beresco Properties, Inc., Managing General Partner of ROBERT
M. BEREN, 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 _____, 2020,
by Robert M. Goodyear, Jr., as President of Berenergy Corporation, General Partner of
MATZLIACH, L.P., on behalf of said entity.

My Commission Expires: _____ Notary Public

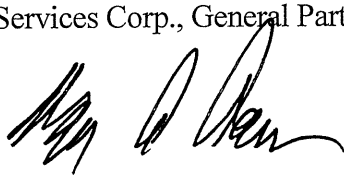
STATE OF _____)
) §:
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2020,
by Robert M. Goodyear, Jr., as President of BERENERGY CORPORATION, on behalf of said
entity.

My Commission Expires: _____ Notary Public

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

This instrument was acknowledged before me this 1st day of OCTOBER, 2020,
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 _____)
) §:
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2020,
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 _____, 2020,
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 _____, 2020,
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 Kansas)
) §:
COUNTY OF Pratt)

This instrument was acknowledged before me this 22 day of September, 2020,
by Jon McDonald, as President of BLACKSHEEP OIL & GAS LLC, on behalf of said entity.

My Commission Expires: 1-9-2024 Notary Public

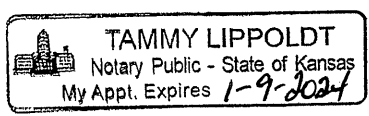


EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale from MANUEL CORPORATION, et al., as Assignor, to BLACKSHEEP OIL & GAS LLC, as Assignee, effective November 1, 2020.

Oil and Gas Lease dated October 26, 1970, by and between Arthur Johnson and Esther Lilian Johnson, husband and wife; Rachel Mary Forsyth, a widow; and Thelma Elizabeth McGuire, a widow, as Lessors, and Strong's, Inc., as Lessee, covering the Southwest Quarter (SW/4) of Section 11, Township 33 South, Range 12 West, Barber County, Kansas, and recorded in Book 138 at Page 99 of the records of said county and state.

Oil and Gas Lease dated January 5, 1971, by and between Lucy M. Ives, a widow, as Lessor, and Strong's, Inc., as Lessee, covering the West Half of the Northeast Quarter (W/2 NE/4) and the East Half of the Northwest Quarter (E/2 NW/4) of Section 14, Township 33 South, Range 12 West, Barber County, Kansas, and recorded in Book 139 at Page 39 of the records of said county and state.

END OF EXHIBIT "A"