

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

_____ is acknowledged as the new operator of the above named lease containing the surface pit

Permit No.: _____. Recommended action: _____

permitted by No.: _____.

Date: _____

Date: _____

Authorized Signature

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2021

Form Must Be Typed

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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 (see Chapter 55 of the Kansas Statutes Annotated), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: _____ Signature of Operator or Agent: _____ Title: _____

ASSIGNMENT, BILL OF SALE AND CONVEYANCE OF ASSETS

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE OF ASSETS (“Assignment”), dated effective January 1, 2024 (the “Effective Time”) is from BEAR PETROLEUM, LLC (hereinafter “Assignor”); and ELENLIL RESOURCES LLC (hereinafter “Assignee”).

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

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

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

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

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

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

easements set forth on Exhibit “B”, surface leases and other surface rights (including, but not limited to, any wells, tanks, boilers, buildings, injection facilities, salt water disposal facilities, compression facilities, gathering systems, other appurtenances and facilities) located on or used in connection with or otherwise related to the exploration for or production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or water produced from the properties and interests described in Paragraphs 1 through 4 to the extent that they are located on or used in the operation of the Assets as of the Effective Time, and all contract rights (including rights under leases to third parties) related thereto.

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns, and Assignor agrees to warrant and forever defend title to the Assets unto Assignee, its successors and assigns, against the claims of persons claiming by, through or under Assignee, but not otherwise.

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

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

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

C. Assignee assumes and agrees to pay, perform, fulfill and discharge all claims, costs, expenses, liabilities and obligations accruing or relating to the owning, developing, exploring, operating or maintaining of the Assets or the producing, transporting and marketing of Hydrocarbons from the Assets, relating to periods on and after the Effective Time, including, without limitation, environmental obligations and liabilities, the obligation to plug and abandon all Wells and reclaim all Well sites, and all obligations arising under all agreements covering or relating to the Assets, subject to Assignee’s rights and obligations, including without limitation, Assignee’s indemnity obligations, under the Purchase and Sale Agreement dated January 3, 2024,

between Assignor and Assignee (the "Purchase Agreement") and other documents executed in connection therewith.

D. The references herein to liens, encumbrances, burdens, defects and other matters shall not be deemed to ratify or create any rights in third parties or merge with, modify or limit the rights of Assignor or Assignee, as between themselves, as set forth in the Purchase Agreement or other documents executed in connection therewith.

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

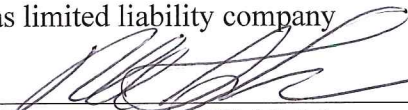
F. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

G. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement.

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

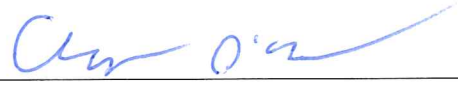
ASSIGNOR:

BEAR PETROLEUM, LLC
a Kansas limited liability company

By 
Printed Name: R.A. "Dick" Schremmer
Title: Manager

ASSIGNEE:

ELENDIL RESOURCES LLC
a Delaware limited liability company

By 
Printed Name: Christopher O'Connor
Title: Officer

STATE OF KANSAS)
)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 4 day of January, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came RICHARD SCHREMMER, Manager of Bear Petroleum, LLC, a Kansas limited liability company, to me personally known to be such officer and to be the same person who executed as such officer the foregoing instrument of writing on behalf of said corporation, and acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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



My appointment expires:

Kaleigh Maison
Notary Public
Printed Name: KALEIGH MAISON

STATE OF TEXAS)
)
) SS:
COUNTY OF HARRIS)

BE IT REMEMBERED that on this 3rd day of January, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came CHRISTOPHER O'CONNOR as Officer of Elendil Resources LLC, a Delaware limited liability company, to me personally known to be such officer and to be the same person who executed as such officer the foregoing instrument of writing on behalf of said corporation, and acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My appointment expires:

June 13, 2026

Jessica Lara
Notary Public
Printed Name: Jessica Lara

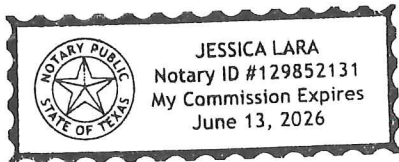


EXHIBIT “A”
OIL AND GAS INTERESTS, ASSETS, SURFACE RIGHTS

RICE COUNTY

LEASES

Lessor: Norville W. Binger and Betty L. Binger
Lessee: Marilyn Davis
Record Date: 07/17/1973
Book/Page: O&G71/258
Legal Desc.: E/2 SE/4; SW/4 SE/4 – Sec. 21 – Township 20 S – Range 10 W

Lessor: Alice V. Bryant and Delbert W. Bryant
Lessee: Marilyn Davis
Record Date: 11/19/1947
Book/Page: O&G71/74
Legal Desc.: NE/4 – Sec. 28 – Township 20 S – Range 10 W

Lessor: George H. Binger and Matilda Binger
Lessee: W.H. Gaddis
Record Date: 11/19/1947
Book/Page: M107/595
Legal Desc.: NW/4 SE/4 – Sec. 21 – Township 20 S – Range 10 W

Declaration of Unitization of the above leases recorded on November 18, 1974, in Book 75, Page 405 with the Rice County Register of Deeds.

Lessor: Karl N. Fitzpatrick and Alberta M. Fitzpatrick
Lessee: Northeastern Petroleum Co., Inc.
Record Date: 03/10/1964
Book/Page: 41/602
Legal Desc.: N/2 NE/4; E/2 NW/4 – Sec. 20 – Township 21 S – Range 8 W

Lessor: John Raymond Keeley, et al.
Lessee: Wayne Merchant
Record Date: 04/15/1964
Book/Page: 42/380
Legal Desc.: S/2 NE/4; E/2 SE/4; Lots 4,5, 30 – Sec. 30 – Township 21 S – Range 8 W

Declaration of Unitization of the above leases recorded on March 23, 1965, in Book 46, Page 549 with the Rice County Register of Deeds.

Lessor: Minnie P. Tyrrell, et vir
Lessee: E.H. Riggs
Record Date: 01/09/1961
Book/Page: 21/344
Legal Desc.: W/2 NW/4 – Sec. 30 – Township 21 S – Range 8 W

Lessor: Jay J. Fitzpatrick et ux
 Lessee: R.R. Wamhoff
 Record Date: 12/05/1960
 Book/Page: 21/280
 Legal Desc.: S/2 SW/4 – Sec. 19 – Township 21 S – Range 8 W

Lessor: Dale Hazlett, Trustee
 Lessee: Pack Oil Company, Inc.
 Record Date: 07/07/1984
 Book/Page: 104/208
 Legal Desc.: S/2 NW/4 – Sec. 36 – Township 21 S – Range 9 W

Lessor: Howard D. Haltom and Patricia A. Haltom
 Lessee: Cottonwood Energy Corp.
 Record Date: 08/03/1984
 Book/Page: 104/199
 Legal Desc.: N/2 N/2 – Sec. 36 – Township 21 S – Range 9 W

Lessor: Howard D. Haltom and Patricia A. Haltom
 Lessee: Cottonwood Energy Corp.
 Record Date: 08/03/1984
 Book/Page: 104/199
 Legal Desc.: Lots 5,6,7,8 – Sec. 36 – Township 21 S – Range 9 W

Lessor: Martha Louise Smith
 Lessee: Cottonwood Energy Corp.
 Record Date: 08/12/1984
 Book/Page: 104/95
 Legal Desc.: SE/4; S/2 NE/4 – Sec. 36 – Township 21 S – Range 9 W

Lessor: Jason D. Meyers Trust
 Lessee: Bear Petroleum LLC
 Record Date: 11/03/2017
 Book/Page: 163/244
 Legal Desc.: N/2 NE/4 – Sec. 10 – Township 20 S – Range 9 W

WELLS

Well	API No.	Section	Township	Range	E/W	WI	NRI
BINGER 1	15-159-20477	21	20	10	W	100	80
FITZ-KEELEY 1	15-159-00641	30	21	8	W	95.3125	80
FITZ-PATRICK 1	15-159-35715	19	21	8	W	100	80
FITZ-PATRICK 1-30	15-159-22563	30	21	8	W	100	80
FITZ-PATRICK B 1	15-159-06667-0001	25	21	9	W	100	80

<u>Well</u>	<u>API No.</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>E/W</u>	<u>WI</u>	<u>NRI</u>
HALTOM 1	15-159-21932	36	21	9	W	100	80
HALTOM 2	15-159-22003	36	21	9	W	100	80
HALTOM 3	15-159-21443-0001	25	21	9	W	100	80
YOUNKIN 1	15-159-21684	19	20	9	W	100	80