

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: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Date: _____

Title: _____

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

_____ is acknowledged as the new operator and may continue to inject fluids as authorized by

Permit No.: _____ . Recommended action: _____

Date: _____

Authorized Signature

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

permitted by No.: _____ .

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2021

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 (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 ELENDIL 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)
)
COUNTY OF SEDGWICK) ss:

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 Maisen
Notary Public
Printed Name: KALEIGH MAISON

STATE OF TEXAS)
)
COUNTY OF HARRIS) ss:

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

PAWNEE COUNTY

LEASES

Lessor: Warren Zook, et al.
Lessee: White and Ellis Drilling, Inc.
Record Date: 05/19/1975
Book/Page: M61/37
Legal Desc.: NE/4 – Sec. 6 – Township 23 S – Range 16W

Lessor: Mark R. Powers and Julia A. Powers
Lessee: Bear Petroleum LLC
Record Date: 06/13/2014
Book/Page: M124/66
Legal Desc.: SE/4 – Sec/ 14 – Township 21 S – Range 19 W
Lessor: Sadie A. Curray, a widow
Lessee: White and Ellis Drilling, Inc.
Record Date: 02/24/1975
Book/Page: M60/185
Legal Desc.: SE/4 – Sec. 32 – Township 22 S – Range 16 W

Lessor: James Bartonek and Deanna Bartonek
Lessee: VJI Natural Resources
Record Date: 04/22/2005
Book/Page: M106/211
Legal Desc.: SE/4 – Sec. 20 – Township 20 S – Range 19 W

Lessor: Douglas L. Ditus Trust dated December 21,2007; Sharon K. Ditus Trust dated December 21, 2007; Gregory Sheldon Ditus and Glenda Ditus, husband and wife and Jeannette Sue Ditus
Lessee: Bear Petroleum LLC
Record Date: 08/24/2012
Book/Page: M120/108
Legal Desc.: S/2 – Sec. 4 – Township 22 S – Range 20 W

Lessor: Fredrick George Ditus and Vonah Ditus, husband and wife
Lessee: Bear Petroleum LLC
Record Date: November 27, 2012
Book/Page: M120/212
Legal Desc.: S/2 of Section 4, Township 22S, Range 20W, Pawnee County, Kansas

INSOFAR AS such leasehold interest covers or pertains to the well bores described as the Ditus #1, API # 15-145-00263, SE/4 of Section 4-T22S-R20W, 2342 FSL, 2308 FEL; and the well bore described as the Ditus #2-4, API # 15-145-20994, SE/4 SE/4 NW/4 SE/4 of Section 4-T22S-R20W, 1485 FSL, 1485 FEL. It is the intent of the Assignor to assign working interest in only portions of the above-described oil and gas lease/s that cover the wells described.

Lessor: Rhonda K. Jeffries and Mark Jeffries
Lessee: Bear Petroleum LLC
Record Date: 04/18/2011
Book/Page: M116/210
Legal Desc.: NW/4 – Sec. 18 – Township 20 S – Range 19 W

Lessor: Walter Mac Fox, Trustee of the Walter Mac Fox Trust dated 19th of February 2002
Lessee: Jason Dinges dba VJI Natural Resources
Record Date: 02/26/2005
Book/Page: M/106/128
Legal Desc.: NE/4 – Sec. 21 – Township 20 S – Range 19 W]

Lessor: John G. Price and Amanda I. Price, Trustees of the John G. Price Revocable Trust dated July 1, 1998
Lessee: J. Fred Hambright, Inc.
Record Date: 02/09/2000
Book/Page: M102/166
Legal Desc.: E/2 and Lots 3 and 4 and E/2 SW/4 – Sec. 19 – Township 22 S – Range 19 W

Lessor: John G. Price and Amanda I. Price, Trustees of the John G. Price Revocable Trust dated July 1, 1998
Lessee: J. Fred Hambright, Inc.
Record Date: 02/09/2000
Book/Page: M102/183
Legal Desc.: E/2 and Lots 3 and 4 and E/2 SW/4 – Sec. 19 – Township 22 S – Range 19 W

Lessor: Amy Louise Elmore and Jack E. Elmore
Lessee: J. Fred Hambright, Inc.
Record Date: 02/10/2000
Book/Page: M102/165
Legal Desc.: NE/4 and Lot 1 and Lot 2 and E/2 NW/4 – Sec 30 – Township 22 S – Range 19 W

Lessor: George Wiedemann and Dolores Wiedemann
Lessee: J. Fred Hambright, Inc.
Record Date: 02/11/2000
Book/Page: M102/168
Legal Desc.: NW/4, Lots 1 and 2 and E/2 NW/4 – Sec. 19 – Township 22 S – Range 19 W

Lessor: Joan C. Josefiak, et al.
Lessee: Carmen Schmitt Inc.
Record Date: 6/16/2008
Book/Page: M110/70
Legal Desc.: W/2 NW/4 – Sec. 10 – Township 22 S – Range 19 W

Lessor: Joe W. Powell
Lessee: Thomas Energy, Inc.
Record Date: 09/02/2008
Book/Page: M110/155
Legal Desc.: W/2 SW/4 – Sec. 3 – Township 22 S – Range 9 W

Lessor: Nelson R. Kellems and Mary Francis Kellems
Lessee: White and Ellis Drilling, Inc.
Record Date: 05/20/1975
Book/Page: M61/39
Legal Desc.: NW/4 – Sec. 7 – Township 23 S – Range 16 W

Lessor: Lyndell Rose Young and Virgil Young
Lessee: White and Ellis Drilling, Inc.
Record Date: 05/20/1975
Book/Page: M61/609
Legal Desc.: NW/4 – Sec. 7 - Township 23 S – Range 16 W

Lessor: Elaine Kellems Blackburn and Ezbon Blackburn
Lessee: White and Ellis Drilling, Inc.
Record Date: 05/20/1975
Book/Page: M61/43
Legal Desc.: NW/4 – Sec. 7 – Township 23 S – Range 16 W

Lessor: Elanor Rose Cook and Bernard Cook
Lessee: White and Ellis Drilling, Inc.
Record Date: 05/20/1975
Book/Page: M61/41
Legal Desc.: NW/4 Sec. 7 – Township 23 S – Range 16 W

Lessor: The Joseph H. Kimpler III Revocable Trust, Joseph H. Kimpler III, Trustee
Lessee: Bear Petroleum LLC
Record Date: 04/12/2011
Book/Page: M116/212
Legal Desc.: NE/4 – Sec. 14 – Township 20 S – Range 20 W

Lessor: Robert R. Hammeke and Bernadine R. Hammeke
Lessee: Bear Petroleum LLC
Record Date: 06/26/2012
Book/Page: M120/12
Legal Desc.: W/2 – Sec. 36 – Township 21 S – Range 20 W

Lessor: Gary Pelton and Donna Lynn Pelton
Lessee: Bear Petroleum LLC
Record Date: 05/01/2011
Book/Page: M116/209
Legal Desc.: SW/4 – Sec. 11 – Township 21 S – Range 20 W

Lessor: Brian V. Hallman for Johnson AG Services
Lessee: Bear Petroleum LLC
Record Date: 04/04/2011
Book/Page: M116/213
Legal Desc.: NE/4 – Sec. 24 – Township 21 S – Range 20 W

Lessor: Martha M. Scott
Lessee: Downing-Nelson Oil Co., Inc.
Record Date: 02/22/2011
Book/Page: M115/203
Legal Desc.: 10 ac. NW/4 – Sec. 15 – Township 21 S – Range 20 W

Lessor: Geoffrey Norris
Lessee: Downing-Nelson Oil Co., Inc.
Record Date: 03/15/2011
Book/Page: M115/231
Legal Desc.: 10 ac C N/2 SE/4 – Sec. 15 – Township 21 S – Range 20 W

Lessor: Lelia May Pelton
Lessee: Bear Petroleum LLC
Record Date: 05/01/2011
Book/Page: M116-208
Legal Desc.: NW/4 – Sec. 22 – Township 20 S – Range 20 W

Lessor: Greg P. Fearing and Jill D. Fearing
Lessee: Bear Petroleum LLC
Record Date: 04/20/2011
Book/Page: M116/215
Legal Desc.: NW/4 – Sec. 22 – Township 20 S -Range 19 W

Lessor: Ronald R. Pfenninger and Linda L. Pfenninger
Lessee: Bear Petroleum LLC
Record Date: 04/11/2011
Book/Page: M116/214
Legal Desc.: NW/4 SW/4 SE/4 – Sec. 8 – Township 20 S – Range 19 W

Lessor: Greg P. Fearing and Jill D. Fearing
Lessee: Bear Petroleum LLC
Record Date: 04/20/2011
Book/Page: M116/215
Legal Desc.: NW/4 – Sec. 30 – Township 20 S – Range 19 W

Lessor: Bruce F. Reiderer and Emmett Bauer
Lessee: Downing-Nelson Oil Co., Inc.
Record Date: M116/140
Book/Page: 06/27/2011
Legal Desc.: 10 AC in SE/4 SE/4 SE/4 and 10 acres C S/2 SE/4 - Sec. 10 – Township 21 S – Range 20 W

Lessor: Orville Snodgrass
Lessee: Bear Petroleum LLC
Record Date: 04/17/2011
Book/Page: M116/211
Legal Desc.: SE/4 – Sec. 3 – Township 20 S – 19 W

Lessor: Vern A. Steffen Trust No. 1 and Ruth I. Steffen Trust No. 1
Lessee: Bear Petroleum LLC
Record Date: 11/05/2010
Book/Page: M115/78
Legal Desc.: S/2 less 16 acres in SW/4 SW/4 – Sec. 8 – Township 21 S – Range 20 W

Lessor: Gary Pelton and Donna Lynn Pelton
Lessee: Bear Petroleum LLC
Record Date: 01/01/2014
Book/Page: M123/52
Legal Desc.: 16 acres SW/4 SW/4 – Sec. 8 – Township 21 S – Range 20 W

Lessor: John E. Thompson and Billie Thompson
Lessee: Carmen Schmitt, Inc.
Record Date: 02/11/2011
Book/Page: M115/178
Legal Desc.: N/2, SE/4, W/2 SW/4, NE/4 SW/4 – Sec. 3 – Township 21 S – Range 20 W

Lessor: Arlene L. Jennings Farmland Trust
Lessee: Thomas Energy, Inc.
Record Date: 08/24/2012
Book/Page: M120/90
Legal Desc.: NW/4 – Sec. 3 – Township 21 S – Range 20 W

Lessor: Arlene L. Jennings Farmland Trust
Lessee: Thomas Energy, Inc.
Record Date: 08/24/2012
Book/Page: M120/89
Legal Desc.: NE/4 – Sec. 3 – Township 21 S – Range 20 W

Lessor: Ruth L. Titus
Lessee: White and Ellis Drilling, Inc.
Record Date: 02/21/1975
Book/Page: M60/187
Legal Desc.: N/2 – Sec. 5 – Township 23 S – Range 16 W

Lessor: Glenn F. Tombaugh and Dianne Tombaugh
Lessee: Carmen Schmitt Inc.
Record Date: 12/10/2010
Book/Page: M115/134
Legal Desc.: SE/4 SW/4 – Sec. 26 – Township 20 S – Range 20 W
Lessor: Matilda M. Stejskal
Lessee: Carmen Schmitt Inc.
Record Date: 12/09/2010
Book/Page: M115/109
Legal Desc.: SW/4 SE/4 – Sec. 26 – Township 20 S -Range 20 W

Lessor: Leon E. Steffen and Beverly Steffen
Lessee: Thomas Energy, Inc.
Record Date: 07/16/2009
Book/Page: M113/181
Legal Desc.: NE/4 NW/4 – Sec. 35 – Township 20 S – Range 20 W

Lessor: Junior Dean Cooper and Lenora Jane Cooper
Lessee: Thomas Energy, Inc.
Record Date: 07/16/2009
Book/Page: M113/215
Legal Desc.: NW/4 NE/4 – Sec. 35 – Township 20 S – Range 20 W

Lessor: Gregory D. Umberger
Lessee: Bear Petroleum LLC
Record Date: 11/28/2011
Book/Page: M117/251
Legal Desc.: NW/4 – Sec. 29 – Township 20 S – Range 19 W

Lessor: Glenn Unrein
Lessee: Jason Oil, LLC
Record Date: 11/05/2013
Book/Page: M122/227
Legal Desc.: NE/4 – Sec. 25 – Township 20 S – Range 20 W

Lessor: The Loretta E. Tindall Agricultural Trust by Warren W. Tindell, Trustee
Lessee: Bear Petroleum LLC
Record Date: 03/31/2011
Book/Page: M117/7
Legal Desc.: NE/4 – Sec 25 – Township 21 S – Range 20 W

WELLS

<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>
CARR 7-8	15-145-21388	7	20	19	W	100	80
COLEMAN 1-14	15-145-20699	14	21	19	W	100	80
CLOWERS 1	15-145-20449	6	23	16	W	100	80
CURRAY 1	15-145-20433	32	22	16	W	100	80
DITUS2-4	15-145-20994	4	22	20	W	100	80
DITUS 1 SWD	15-145-00263-0002	4	22	20	W	100	NA
ECKERT 18-4	15-145-21396	18	20	19	W	100	80
FOX 2	15-145-21532	21	20	19	W	100	80
HXP1 3	15-145-21784	19	22	19	W	100	80
J-P UNIT 1	15-145-21588	10	22	19	W	100	80
KELLEMS 1	15-145-20458	7	23	16	W	100	80
KELLEMS 2	15-145-20568	7	23	16	W	100	80
KELLEMS 3	15-145-20962	7	23	16	W	100	80
KIMPLER 14-8	15-145-21399	14	20	20	W	100	80
KLEPPER 2-36	15-145-20996	36	21	20	W	100	80
LIPP, MARY KAY 1-24	15-145-20505	24	21	20	W	100	80
LIPP-STRAUSS 1	15-145-20506	11	21	20	W	100	80
LIPP-STRAUSS 2-11	15-145-20991	11	21	20	W	100	80
MOE 1-15	15-145-20726	15	21	20	W	100	80
NUCKOLLS B 1-15	15-145-21040	15	21	20	W	100	80
PELTON 22-4	15-145-21400	22	20	20	W	100	80
PFENNINGER 8-6	15-145-21378	8	20	19	W	100	80
PFENNINGER 8-10	15-145-21379	8	20	19	W	100	80
PFENNINGER 8-12	15-145-21370	8	20	19	W	100	80
PFENNINGER SWD 8-16	15-145-01009-0001	8	20	19	W	100	NA
POWERS 30-4	15-145-21390	30	20	19	W	100	80
REIDERER 1-10	15-145-20530	10	21	20	W	100	80
SNODGRASS 1-3	15-145-21475	3	20	19	W	100	80
STEFFEN 3	15-145-21061-0001	8	21	20	W	100	80
STEFFEN D 1	15-145-21737	8	21	20	W	100	80
THOMPSON UNIT 1	15-145-21705	3	21	20	W	100	80
TOMBAUGH UNIT 1	15-145-21685	26	20	20	W	100	80
TITUS 1	15-145-20382	5	23	16	W	100	80
UMBERGER 29-3	15-145-21381	29	20	19	W	100	80
WEIDE (SOUTH) 25-1	15-145-21386	25	20	20	W	100	80
WEIDE 2 (NORTH) 25-1	15-145-21401-0001	25	20	20	W	100	80
WENZEL 1-25	15-145-20623	25	21	20	W	100	80
WOELK 1-7	15-145-21513	7	22	19	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>
WENZEL 1-25	15-145-20623	25	21	20	W	100	80
WOELK 1-7	15-145-21513	7	22	19	W	100	80

EXHIBIT “B”
RIGHTS OF WAY AND EASEMENTS

PAWNEE COUNTY

EASEMENTS

Grantor	Grantee	Legal	S	T	R	Date	Book /Page
Jerry Lee Knauf	Bear Petroleum LLC	NE/4	11	21S	20W	12/28/2011	MA6 / 220
Matilda Stejskal	Bear Petroleum LLC	E/2	36	20S	20W	4/20/2011	MA6 / 106
		NE/4	2	21S	20W		
Jack E. Elmore and Amy Louise Elmore	Bear Petroleum LLC	SE/4	2	21S	20W	12/28/2011	MA6 / 219
Dean Cooper Jr. and Lenora Jane Cooper	Bear Petroleum LLC	NW/4	18	21S	20W	4/12/2011	MA6/105
		NE/4	13	21S	21W		
Darla J. Barricklow	Bear Petroleum LLC	NW/4	4	21S	21W	7/13/2012	M09/1/70
Karla Jill Johnson	Bear Petroleum LLC	NW/4	25	20S	20W	11/8/2012	M121 / 44
Matilda Stejskal	Bear Petroleum LLC	SE/4	26	20S	20W	11/28/2012	M121 / 45
Pawnee Board of County Commissioners	Bear Petroleum LLC	START NW/4 NW/4 NW/4	10	22S	19W	1/31/2013	
		END W/2 W/2	19	22S	19W		
James A. Bohart Rev. Trust and Joan C. Bohart Rev Trust	Bear Petroleum LLC	N/2	17	22S	19W	12/3/2012	
Craig P. Neeland	Bear Petroleum LLC	SE/4	25	20S	20W	4/11/2011	MA6 / 109
Ruth Painter, et al.	ONEOK Gas Processing LLC	SE/4	27	21S	17W	10/12/1978	M11 / 427
Wayne E. Beer and Esther A. Beer	ONEOK Gas Processing LLC	NE/4: E/2 NW/4	27	21S	17W	10/11/1978	M11 / 429
Robert N. Phillips, et al.	ONEOK Gas Processing LLC	W/2 NW/4	27	21S	17W	10/22/1978	M11 / 441
Bessie M. Kirby	ONEOK Gas Processing LLC	N/2 NE/4	28	21S	17W	10/11/1978	M11/ 433
David S. Kirby Liv. Trust & Susan S. Kirby Liv. Trust	ONEOK Gas Processing LLC	N/2 NW/4	28	21S	17W	10/16/1978	M11 / 431
Rita Sue Winter Rev. Trust	ONEOK Gas Processing LLC	E/2	29	21S	17W	11/6/1978	M11 / 435
Robert R. Brown and Marilyn R. Brown	ONEOK Gas Processing LLC	W/2 NW/4	29	21S	17W	11/10/1978	M11 / 437
Jack K. Gore and Debrah Gore	ONEOK Gas Processing LLC	NE/4	30	21S	17W	12/12/1978	M11 / 439
C.R. Beer, et al.	ONEOK Gas Processing LLC	S/2	19	21S	17W	12/8/1975	M61 / 523
		NE/4	24	21S	18W		
James R. Boyd	ONEOK Gas Processing LLC	SE/4	30	21S	17W	12/22/1975	M61 / 527
Jack L. Gore	ONEOK Gas Processing LLC	NE/4	30	21S	17W	12/9/1975	M61 / 525
Paul D. Baier and Connie Baier	ONEOK Gas Processing LLC	W/2 NE/4	19	21S	17W	1/31/1977	MHH / 329
Walter Mac Fox and Dorothy D. Fox	ONEOK Gas Processing LLC	LOTS 1-3,8,9: NE/4 NW/4	19	21S	17W	12/16/1975	M61 / 521

Grace Young	ONEOK Gas Processing LLC	SW/4	20	21S	17W	1/18/1977	MH/ 323
Alphonse Prusa	ONEOK Gas Processing LLC	S/2	18	21S	17W	1/21/1976	M61 / 519
Donald Froetschner and Kyrie Froetschner	ONEOK Gas Processing LLC	SW/4	7	21S	17W	12/21/1975	M61 / 551
Donald Froetschner and Kyrie Froetschner	ONEOK Gas Processing LLC	SW/4	7	21S	17W	12/4/1975	M61 / 529
Elmer W. Lucas and Irene E. Lucas	ONEOK Gas Processing LLC	S/2	13	21S	18W	3/1/1976	M61 / 699
Vera C. Bourbon	ONEOK Gas Processing LLC	S/2	13	21S	18W	3/2/1976	M61 / 701
Mildred C. Smith	ONEOK Gas Processing LLC	S/2	13	21S	18W	3/6/1976	M61 / 703
Elmer W. Lucas and Irene E. Lucas	ONEOK Gas Processing LLC	NE/4	13	21S	18W	12/11/1975	M61 / 513-A
Vera C. Bourbon	ONEOK Gas Processing LLC	NE/4	13	21S	18W	12/15/1975	M61 / 515
Mildred C. Smith	ONEOK Gas Processing LLC	NE/4	13	21S	18W	12/12/1975	M61 517
Mary E. Froetschner, et al.	ONEOK Gas Processing LLC	N/2; NW/4	18	18	17W	12/16/1975	M61 / 565
Marvel Field	ONEOK Gas Processing LLC	N/2	18	21S	17W	12/11/1975	M61 / 558
Cordella Overfield	ONEOK Gas Processing LLC	N/2	18	21S	17W	12/9/1975	M61 / 553