KOLAR Document ID: 1750702

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:	1						
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:						
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:						
Gas Gathering System:	Lease Name:						
Saltwater Disposal Well - Permit No.:							
Spot Location:feet from N / S Line	SecTwpRE \[V \]						
feet from E /W Line	Legal Description of Lease:						
Enhanced Recovery Project Permit No.:							
Entire Project: Yes No	County:						
Number of Injection Wells**	Production Zone(s):						
Field Name:	Injection Zone(s):						
** Side Two Must Be Completed.	injection Zene(e).						
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:						
	Date:						
Title:	Signature:						
New Operator's License No	Contact Person:						
New Operator's Name & Address:	Phone:						
· ·	Oil / Gas Purchaser:						
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	is acknowledged as						
the new operator and may continue to inject fluids as authorized by	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						
I							

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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	Circle: 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 _			
		FSL/FNL	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 _			
		FSL/FNL	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			
			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.

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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) CE	3-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	
Address 1:	
Address 2:	
City: State: Zip:+	
Contact Person:	the lease below:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	
Address 1:	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
Address 2:	country and in the real estate property toy records of the country traceurer
City:	_
the KCC with a plat showing the predicted locations of lease roads,	athodic Protection Borehole Intent), you must supply the surface owners and tank batteries, pipelines, and electrical lines. The locations shown on the plated on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
☐ I certify that, pursuant to the Kansas Surface Owner No provided the following to the surface owner(s) of the land Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am	otice Act (see Chapter 55 of the Kansas Statutes Annotated), I have d upon which the subject well is or will be located: 1) a copy of the filing in connection with this form; 2) if the form being filed is a Form my operator name, address, phone number, fax, and email address.
the KCC will be required to send this information to the sur	s). I acknowledge that, because I have not provided this information, rface owner(s). To mitigate the additional cost of the KCC performing address of the surface owner by filling out the top section of this form e to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form	lling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.
I hereby certify that the statements made herein are true and correct	ct 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.

- The references herein to liens, encumbrances, burdens, defects and other matters D. 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.
- Unless provided otherwise, all recording references in the Exhibits hereto are to the E. official real property records of the county in which the Assets are located.
- This Assignment binds and inures to the benefit of Assignor and Assignee and their F. 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

Printed Name:

R.A. "Dick" Schremmer

Title:

Manager

ASSIGNEE:

ELENDIL RESOURCES LLC

a Delaware limited liability company

Printed Name: Christopher O'Connor

Title:

Officer

STATE OF KANSAS)) ss:
COUNTY OF SEDGWICK)
BE IT REMEMBERED that on this
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written. A. KALEIGH G. MAISON Notary Public - State of Kansas My Appt. Expires a larger of Notary Public My appointment expires: Notary Public Printed Name: HALEIGH MAISON Notary Public
STATE OF TEXAS)) ss: COUNTY OF HARRIS) BE IT REMEMBERED that on this 2 day of
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My appointment expires: Notary Public Printed Name: Dessice Leve
JESSICA LARA Notary ID #129852131 My Commission Expires June 13, 2026

EXHIBIT "A" OIL AND GAS INTERESTS, ASSETS, SURFACE RIGHTS

EDWARDS COUNTY

LEASES

Lessor:

Martha E. Breitenbach, a widow, et al.

Lessee:

Alden E. Branine and F.G. Holl

Record Date: 02/13/1957

Book/Page:

41/52

Legal Desc.: W/2 of Sec. 26 and E/2 NE/4 – Sec. 27 – Township 24 S – Range 16 W

Lessor:

Keith Fisher and Hazel Fisher

Lessee:

Royal Oil Company

Record Date: 09/23/1953

Book/Page:

35/532

Legal Desc.: NW/4 and W/2 NE/4 – Sec. 27 – Township 24 S – Range 16 W

Lessor:

Velma B. Hart, widow, et al.

Lessee:

Alden E. Branine and F.G. Holl

Record Date: 10/22/1958

Book/Page:

47/53

Legal Desc.: NE/4 – Sec. 14 – Township 24 S – Range 16 W

Lessor:

Lois A. Hart, Guardian

Lessee:

Alden E. Branine and F.G. Holl

Record Date: 44/21/1958

Book/Page: 47/160

Legal Desc.: NE/4 – Sec. 14 – Township 24 S – Range 16 W

Lessor:

Nora D. Kearney, et al.

Lessee:

Fred Nixon Record Date: 04/30/1957

Book/Page:

44/109

Legal Desc.: NE/4 – Sec. 35 – Township 24 S – Range 16 W

Lessor:

Frank L. Breitenbach and Elva F. Breitenbach

Lessee:

Elva F. Johnson

Record Date: 12/05/1956

Book/Page:

43/192

Legal Desc.: SE/4 – Sec. 26 – Township 24 S – Range 16 W

Lessor:

Irvin Elmore and Jimmie Elmore

Lessee:

Francis Krone

Book/Page:

Record Date: 12/20/1956

43/247

Legal Desc.: NE/4 SW/4 – Sec. 25 – Township 24 S – Range 16 W

Lessor:Lena M. Herrmann and John L. Herrmann, husband and wife, and

Juliana Mohr, an individual

Lessee:

Bear Petroleum LLC

Date:

April 17, 2011

Book/Page: S154/49

Description: NW/4 - Sec. 6 - Township 23 S - Range 20 W

$\underline{\text{WELLS}}$

Well	API No.	Section	n Town	ship Ra	nge E/W	WI	NRI
BREITENBACH 1	15-047-00064	27	24	16	W	100	80
FISHER 1	15-047-20529	27	24	16	W	98.2	80
HART 1	15-047-50014	14	24	16	W	100	80
MILLER 1	15-047-21324	35	24	16	W	100	80
ULSH 3	15-047-20192	26	24	16	W	100	78.955078
JENSEN 3	15-047-21453	6	23	20	W	100	80