KOLAR Document ID: 1750842

## 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 N  | lo.:                         |   | _                    |                                   |                                      |  |
|---------------|------------------------------|---|----------------------|-----------------------------------|--------------------------------------|--|
| * Lease Name: |                              |   | * Location:          |                                   |                                      |  |
| Well No.      | API No.<br>(YR DRLD/PRE '67) | Footage from Section Line (i.e. FSL = Feet from South Line) |                      | Type of Well<br>(Oil/Gas/INJ/WSW) | Well Status<br>(PROD/TA'D/Abandoned) |  |
|               |                              | Circle:<br>FSL/FNL  | Circle:<br>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              |                                   |                                      |  |
|               |                              | FSL/FNL   | FEL/FWL              |                                   |                                      |  |
|               |                              | FSL/FNL   | FEL/FWL _            |                                   |                                      |  |
|               |                              | FSL/FNL   | FEL/FWL _            |                                   |                                      |  |

A separate sheet may be attached if necessary.

<sup>\*</sup> 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) CB-1 (C  | athodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)   |  |  |  |
|--|--|--|--|--|
| OPERATOR: License #  | Well Location:   |  |  |  |
| Name:  | SecTwpS. R   |  |  |  |
| Address 1:   | County:  |  |  |  |
| Address 2:   | Lease Name: Well #:  |  |  |  |
| City:  | If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:  |  |  |  |
| Contact Person:  | ale lease polon.   |  |  |  |
| Phone: ( ) Fax: ( )  |  |  |  |  |
| Email Address:   |  |  |  |  |
| Surface Owner Information:   |  |  |  |  |
| Name:  | When filing a Form T-1 involving multiple surface owners, attach an additional   |  |  |  |
| 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:   | county, and in the real estate property tax records of the county treasurer.   |  |  |  |
| City:  |  |  |  |  |
| the KCC with a plat showing the predicted locations of lease roads, tank   | lic Protection Borehole Intent), you must supply the surface owners and batteries, pipelines, and electrical lines. The locations shown on the plat the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.                                      |  |  |  |
| provided the following to the surface owner(s) of the land up  | Act (see Chapter 55 of the Kansas Statutes Annotated), I have on which the subject well is or will be located: 1) a copy of the in connection with this form; 2) if the form being filed is a Form operator name, address, phone number, fax, and email address. |  |  |  |
| the KCC will be required to send this information to the surface   | acknowledge that, because I have not provided this information, owner(s). To mitigate the additional cost of the KCC performing ess of the surface owner by filling out the top section of this form he KCC, which is enclosed with this form.                   |  |  |  |
| If choosing the second option, submit payment of the \$30.00 handling to form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 | fee with this form. If the fee is not received with this form, the KSONA-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:

- THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, A. EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THE SPECIAL WARRANTY ASSIGNOR EXPRESSLY DISCLAIMS AND OF TITLE SET FORTH ABOVE. 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.

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

BEAR PETROLEUM, LLC

ASSIGNOR:

|           | a Kansas limited liability company                     |  |  |  |  |
|-----------|--|--|--|--|--|
|           | Printed Name: R.A. "Dick" Schremmer Title: Manager     |  |  |  |  |
| ASSIGNEE: | ELENDIL RESOURCES a Delaware limited liability company |  |  |  |  |
|           | ByPrinted Name: Chris O'Connor Title: Officer          |  |  |  |  |

| STATE OF KANSAS )  |   |
|--|---|
| COUNTY OF SEDGWICK ) ss:   |   |
| BE IT REMEMBERED that on this undersigned, a Notary Public in and for the C SCHREMMER, Manager of Bear Petroleum, LL personally known to be such officer and to be the foregoing instrument of writing on behalf of said c the same for himself and for said corporation for the   | C, a Kansas limited liability company, to me same person who executed as such officer the orporation, and acknowledged the execution of |
| last above written.    Votary Public - State of Karrass   Notary Public   Notary P | set my hand and official seal the day and year y Public   |
| My appointment expires: Printe   | d'Name: MALEICH MAISON  |
| STATE OF KANSAS ) ) ss: COUNTY OF SEDGWICK )  BE IT REMEMBERED that on this  | day of January, 2023, before me, the  |
| undersigned, a Notary Public in and for the County<br>Delaware limited liability company, to me personal<br>person who executed as such officer the forego<br>corporation, and acknowledged the execution of the<br>the uses and purposes therein set forth.   | y and State aforesaid, came, a ly known to be such officer and to be the same bing instrument of writing on behalf of said              |
| IN WITNESS WHEREOF, I have hereunto last above written.  | set my hand and official seal the day and year  |
|  | y Public d Name:  |

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

#### **BARBER COUNTY**

**LEASES** 

Lessor: George S. Lonker, a/k/a G. S. Lonker, a single man

Lessee: V. C. Rouze Record Date: 12/11/1946 Book/Page: 43/485

Legal Desc.: NE/4 – Sec. 2 – Township 33 S – Range 13 W

<u>WELLS</u>

| Well     |   | API No.      | Section | on Town | ship Rai | nge E/W | WI  | NRI |
|----------|---|--------------|---------|---------|----------|---------|-----|-----|
| Lonker A | 1 | 15-007-03309 | 2       | 33      | 13       | W       | 100 | 80  |