

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1

July 2014

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 SectionType 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: _____

Title: _____

Oil / Gas Purchaser: _____

Date: _____

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 _____

KDOR Lease No.: _____

[illegible]

* 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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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, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS
COUNTY OF MORTON

§
§
§

KNOW ALL BY THESE PRESENTS:

This Assignment, Bill of Sale and Conveyance (this "Assignment"), dated effective as of June 1, 2019, at 7:00 a.m. Central Standard Time (the "Effective Time"), is made by **Wynn-Crosby Partners III, Ltd.**, ("Assignor"), a Texas limited partnership, with a notice address of 1601 Bryan Street, Suite 4300, Dallas, Texas 75201-3477, to **Bear Petroleum LLC**, a Kansas limited liability company ("Assignee"), with a notice address of PO Box 438, Haysville, Kansas 67060.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby **GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER** unto Assignee all of Assignor's right, title, and interest in and to the oil and gas leases being described in Exhibit "A" attached hereto and made a part hereof (the "Leases"), including the interests attributable thereto and the following (collectively the "Properties"):

- (1) All presently existing unitization and pooling agreements and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, which relate to the Leases, and the interests in and to the lands covered or units created thereby which are attributable to the Leases;
- (2) All presently existing and valid oil, casinghead gas and gas sales, operating, farmout, pooling, purchase, exchange and processing contracts and agreements, joint venture agreements and any other contracts, agreements and instruments which pertain to the Leases or any interests pooled or unitized therewith, and all rights granted to Assignor under any participation agreement, farmout agreement, or any other agreement of any kind affecting the Leases and/or the lands covered thereby;
- (3) All oil and gas and associated hydrocarbons produced, marketed, and saved from the Leases, or any interests pooled or unitized therewith, from and after the Effective Time;

- (4) All easements, permits, licenses, servitudes, rights of way, pipelines, power lines, telephone and telegraph lines, communications facilities and all other rights and appurtenances situated on or used in connection with the Leases or any interests pooled or unitized therewith;
- (5) All wells being described in Exhibit "B", attached hereto and made a part hereof, (the "Wells"), and all tangible personal property, equipment, fixtures and improvements, including, but not by way of limitation, all oil and gas wells, injection wells, salt water, disposal facilities, well heads, casing, tubing, pumps, motors, gauges, valves, heater treaters, gathering lines, flow lines, gas lines, gas processing and compression facilities (specifically including the existing processing and compression facility), water lines, vessels, tanks, boilers, separators, fixtures, platforms, machinery, tools, treating equipment, compressors and other equipment, pipelines, powerlines, telephone and telegraph lines, transportation and communication facilities, and other appurtenances situated upon the lands covered by the Leases or any land or lands pooled or unitized therewith or used or obtained in connection with the production, treating, storing, transportation, or marketing of oil, gas and other hydrocarbons or minerals therefrom.
- (6) all of Assignor's right, title, and interest in and to (i) the Leases described in Exhibit "A" hereby, the lands covered thereby, the Wells described in Exhibit "B" hereto, and the properties and assets described in items (1) through (5) above, regardless of errors in description, any incorrect or misspelled names or any transcribed or incorrect recording references in this Assignment or Exhibits "A" or "B"
- (7) all of Assignors right, title and interest in and to any and all leases, wells and related equipment, personal property, gathering lines, flow lines, pipelines and other property similar to those items listed in item (5) above, located on or related to the lands covered by the Leases.

TO HAVE AND TO HOLD all and singular such Properties together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever; subject to the following matters:

- (1) All Lessors' royalties, overriding royalties and other burdens, reversionary interests and similar burdens as shown of record;
- (2) All easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations;
- (3) The terms and conditions of the Leases and other agreements affecting the Properties;

- (4) All rights reserved to or vested in any municipality or governmental, tribal, statutory or public authority to control or regulate any of the Properties in any manner, and all applicable laws, rules and orders of governmental and tribal authority.

Assignee agrees to perform all obligations and assume all liabilities of Assignor that are attributable to the Properties, regardless of whether such obligations or liabilities arose prior to or subsequent to the Effective Time, including, but not limited to (i) valid royalty burdens, overriding royalty burdens, and other production burdens upon the Leases that are of public record in the applicable jurisdictions as of the Effective Time (ii) the plugging and abandonment of wells located on lands that are part of the Properties, (iii) the environmental condition of Properties, or (iv) the restoration of the surface estate of lands related to the Properties (all such assumed obligations and liabilities may be hereinafter referred to collectively as the "Assumed Obligations").

Assignee agrees to indemnify and hold harmless Assignor and its shareholders, partners, members, directors, officers, managers, employees, representatives, affiliates, successors, and assigns from and against any and all claims, demands, causes of action, liabilities, losses and/or expenses (including reasonable attorneys' fees and other expenses of litigation) arising from, based upon, or attributable to (a) Assignee's ownership and/or operation of the Properties for all periods of time and (b) the Assumed Obligations.

ASSIGNEE SHALL INDEMNIFY ASSIGNOR AND ITS SHAREHOLDERS, MEMBERS, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AND EACH OF THEIR SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITIES ARISING FROM, BASED UPON, RELATED TO OR IN ANY WAY CONNECTED WITH (I) ASSIGNEE'S OWNERSHIP, USE AND OPERATION OF THE PROPERTIES, LEASES AND WELLS ON OR AFTER THE EFFECTIVE DATE; PROVIDED, ASSIGNEE'S INDEMNITY SHALL EXTEND TO CLAIMS MADE BY THIRD PARTIES RELATING TO ASSIGNOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR ASSIGNOR'S STRICT LIABILITY FOR MATTERS OR ACTIONS UNDERTAKEN BY ASSIGNOR PRIOR TO THE EFFECTIVE DATE.

The term "Environmental Laws", as used herein, shall mean any and all laws, statutes, ordinances, rules, regulations, orders or determinations of any Governmental Authority (as hereinafter defined) pertaining to the environment, including without limitation, the Clean Air Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), the Federal Water Pollution Control Act, as amended, the Occupational Safety and Health Act of 1970, as amended, the Resources Conservation and Recovery Act of 1976, as amended (RCRA"), the Safe Drinking Water Act, as amended, the Toxic Substances Control Act, as amended, the Hazardous and Solid Waste Amendments Act of 1984, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, the Hazardous Material Transportation Act, as amended, and all other environmental, conservation or protection laws as may be in effect or applicable to the Properties as of the

Effective Time. The term "Governmental Authority" includes the United States of America, the State of Kansas, and any county, city and political subdivisions in which the Properties are located or which exercises jurisdiction over the Properties, together with any agency, department, commission, board, bureau or instrumentality, or any of them, which exercises jurisdiction over the Properties.

EXCEPT AS MAY BE SPECIFICALLY PROVIDED OTHERWISE IN THIS ASSIGNMENT, THE WELLS AND PROPERTIES ARE CONVEYED AND ACCEPTED HEREUNDER ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS AND DEFECTS, WHETHER LATENT OR PATENT, AND WITHOUT ANY EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTY OR REPRESENTATION AS TO THE CONDITION, QUANTITY, QUALITY, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, OR MERCHANTABILITY OF ANY OF THE INTERESTS OR THEIR FITNESS FOR ANY PURPOSE.

THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE OF ANY KIND, EITHER EXPRESS OR IMPLIED.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date of the acknowledgment hereto, but effective for all purposes as of the Effective Time.

ASSIGNOR:
Wynn-Crosby Partners III, Ltd.

By: 
Dan Koontz
Vice President of Land and
Business Development

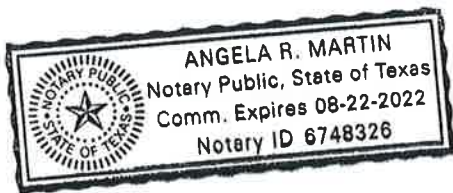
ASSIGNEE:
Bear Petroleum LLC

By: 
Name: R.A. Schremmer
Title: President

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 13th day of June, 2019, by Dan Koontz, as Vice President of Land and Business Development, of WYNN-CROSBY PARTNERS III, LTD., a Texas limited partnership, on behalf of said limited partnership.



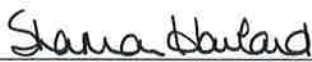


Notary Public, State of TEXAS

THE STATE OF KANSAS §
 §
COUNTY OF Sedgwick §

This instrument was acknowledged before me on this 4th day of June, 2019, by R.A. Schremmer as President of Bear Petroleum LLC, a Kansas limited liability company





Notary Public, State of Kansas

EXHIBIT "A"

Attached and made a part of that certain
ASSIGNMENT OF OIL AND GAS INTERESTS
between Wynn-Crosby Partners III, Ltd., as Assignor, and
Bear Petroleum LLC, as Assignee, effective June 1, 2019

THE LEASES

MORTON COUNTY, KANSAS									
Well	Lessor	Lessee	Lease Date	Book	Page	Township	Range	Sec	Legal Description
Lemon Trust A1	J. C. Lemon & Josephine C. Lemon, his wife, P. L. Miller,, a widow	Joe E. Denham	02/19/1947	OG13	157	32S	40W	32	Section 32, 32S-40W, Morton County, Kansas: NW/4
Davison B-2	Moss Jensen, a single man	T. J. Wagner, Jr.	04/19/1944	OG11	250	33S	39W	17	Section 17, 33S-39W, Morton County, Kansas: W/2
Santa Fe Trail A Unit	The United States of America Department of the Interior Bureau of Land Management KS NM 67923	Matagorda Island Exploration Corp.	05/25/1987	42	273	33S	40W	6	Section 6, 33S-40W, Morton County, Kansas: Lots 3, 4, 5, SE/4 NW/4
Santa Fe Trail A Unit	The United States of America Department of the Interior Bureau of Land Management KS NM 67924	Matagorda Island Exploration Corp.	05/25/1987	42	414	33S	40W	7	Section 7, 33S-40W, Morton County, Kansas: Lots 1, 2, 3 & 4, E/2 & E/2 W/2.
Santa Fe Trail B Unit	The United States of America Department of the Interior Bureau of Land Management KS NM 67932	Matagorda Island Exploration Corp.	05/25/1987	42	330	33S	40W	18	Section 18, 33S-40W, Morton County, Kansas: N/2, W/2 SW/4, SE/4 SW/4, SE/4
Santa Fe Trail B Unit	The United States of America Department of the Interior Bureau of Land Management KSBLM - 024255	Panhandle Eastern Pipeline Co.	09/01/1951	16	473	33S	40W	18	NESW
USA Eagle D-2	The United States of America Department of the Interior Bureau of Land Management KS NM 77182	Matagorda Island Exploration Corp.	10/13/1989	45	18	33S	41W	2	Section 2, 33S-41W, Morton County, Kansas: Lots 1 & 2 & S/2 NE/4
USA Eagle D-2	The United States of America Department of the Interior Bureau of Land Management KS NM 78018	Matagorda Island Exploration Corp.	10/13/1989	45	108	33S	41W	2	Section 2, 33S-41W, Morton County, Kansas: Lot 3, E/2 NW/4, SW/4 NW/4
Cherokee 1B	The United States of America Department of the Interior Bureau of Land Management KS NM 77185	Mesa Operating Limited Partnership	10/13/1989	45	243	33S	41W	12	Section 12, 33S-41W, Morton County, Kansas: W/2
Cherokee 1B	The Cherokee & Pittsburg Coal and Mining Company, a Kansas corporation	Anadarko Production Company	06/30/1976	12	14	33S	41W	12	Section 12, 33S-41W, Morton County, Kansas: SE/4
Cherokee 1B Santa Fe Trail A Unit	Orrel M. Tucker & wife, Gertrude Tucker	Panhandle Eastern Pipe Line Company	03/13/1952	16	529	33S	41W	12	Section 12, 33S-41W, Morton County, Kansas: NE/4
	Bernard Howard Bennett, et ux, June S. Bennett	Panhandle Eastern Pipe Line Company	05/17/1954	18	298	34S	42W	36	Section 36, 34S-42W, Morton County, Kansas: NE/4, SW/4, NW/4

EXHIBIT "B"

Attached and made a part of that certain
ASSIGNMENT OF OIL AND GAS INTERESTS
between Wynn-Crosby Partners III, Ltd., as Assignor, and
Bear Petroleum LLC, as Assignee, effective June 1, 2019

THE WELLS

Lease/Well Name	ST	County	API Number	Location
CHEROKEE 1B	KS	MORTON	15129203130000	S 33.0/W 41.0/SEC 12.0 C NW SE
DAVISON B-2	KS	MORTON	15129204980000	S 33.0/W 39.0/SEC 17.0 NW
KNELLER B-1	KS	MORTON	15129203990000	S 34.0/W 41.0/SEC 4.0 C SE SE
LEMON TRUST A-1	KS	MORTON	15129211430000	S 32.0/W 40.0/SEC 32.0 C N2 NW
SANTA FE TRAIL A UNIT 1-1	KS	MORTON	15129201810000	S 33.0/W 40.0/SEC 6.0
SANTA FE TRAIL A UNIT 1-3	KS	MORTON	15129205660000	S 33.0/W 40.0/SEC 6.0
SANTA FE TRAIL A UNIT 2-3	KS	MORTON	15129205770002	S 33.0/W 40.0/SEC 6.0
SANTA FE TRAIL B UNIT 1-2	KS	MORTON	15129002970000	S 33.0/W 40.0/SEC 18.0
SANTA FE TRAIL B UNIT 1-3	KS	MORTON	15129002960000	S 33.0/W 40.0/SEC 18.0
SANTA FE TRAIL B UNIT 1-5	KS	MORTON	15129202990000	S 33.0/W 40.0/SEC 18.0
SANTA FE TRAIL B UNIT 2-1	KS	MORTON	15129102150002	S 33.0/W 40.0/SEC 18.0
SANTA FE TRAIL B UNIT 3-2	KS	MORTON	15129002820001	S 33.0/W 40.0/SEC 7.0
USA EAGLEY D 2L	KS	MORTON	15129214500000	S 33.0/W 41.0/SEC 2.0 C NE NE