

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 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: \_\_\_\_\_

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  
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 2014

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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: \_\_\_\_\_

## AGREEMENT FOR SALE OF OIL AND GAS LEASES

THIS AGREEMENT is made and entered into this 18 day of October, 2016, by and between BLUE TOP ENERGY LLC., hereinafter referred to as "Seller", and CDC OIL, LLC, hereinafter referred to as "Purchaser".

FOR AND IN CONSIDERATION of the full and complete payment of the purchase price for the following described oil and gas leases, the mutual promises and agreements herein set forth, the parties agree as follows:

### DESCRIPTION

1. Seller agrees to sell and Purchaser agrees to purchase the entire working interest, representing 7/8 (.875) of the net revenue interest in the following described oil and gas leases, to-wit:

**BAKER LEASE:** (7/8 - .875 Net Revenue Interest)

Oil and gas lease dated February 12, 1982, from Paul H. Baker and Mary E. Baker, husband and wife, Lessor, to Roy D. Myers and Beverly L. Myers, husband and wife, Lessee, recorded in Book 55 at Page 436 in the office of the Register of Deeds of Woodson County, Kansas, covering the following real estate:

South Half of the Northeast Quarter (S/2 NE/4) of Section 16, Township 26, Range 17, Woodson County, Kansas, containing 80 acres, more or less.

**L.L. BAKER LEASE:** (3/16 - .8125 Net Revenue Interest)

Oil and Gas Lease dated October 20, 2006, from Carrol L. Baker and Rita E. Baker, husband and wife, as lessors, to Steve Finley, as lessee, covering the said N/2 of the NW/4, all in Section 15, Township 26S, Range 19E, Allen County, Kansas, filed in the office of the Register of Deeds of Allen County, Kansas, in Book A79 at page 591.

together with all equipment and personal property used therewith.

### PURCHASE PRICE

2. The purchase price for the above-described oil and gas leases shall be TEN THOUSAND DOLLARS (\$10,000.00) payable in full at closing.

**AGREEMENT FOR PURCHASE  
OF OIL AND GAS LEASE**

WARRANTY

3. Seller warrants that it has good, marketable and unencumbered title to the above described oil and gas leases, and that the same are free and clear of any liens, charges or encumbrances. Seller further warrants that said oil and gas leases are in full force and effect, and that all royalties, rentals and other payments under the leases have been timely and properly paid and all conditions necessary to keep the leases in full force and effect have been performed. Seller further warrants that it is in compliance with all laws, rules, regulations, ordinances and orders of all local, state and federal authorities having jurisdiction over said oil and gas leases. Seller does not warrant the condition of the leases, which shall be sold "as is" in their present existing condition.

PROOF OF MARKETABLE TITLE

4. Prior to closing, Purchaser shall have the right to conduct title examination of the leases, at Purchaser's expense, and provide Seller with any written objections as to the marketability of the title. If valid objections are made to the marketability of the title, Seller shall correct said objections. Seller shall have a reasonable time in which to satisfy any valid objections as to the marketability of the title, and if legal proceedings are necessary, such proceedings shall be begun promptly and shall be completed within a reasonable time. In the event Seller is unable to furnish marketable title as above provided, this agreement shall then become null and void and all parties shall thereupon be released from any further liability under this agreement.

POSSESSION

5. Possession shall be delivered to Purchaser at closing.

TRANSITION MATTERS

6. Purchaser shall have the right to all oil that is in storage tanks on date of closing and thereafter. Seller shall have the right to the entire oil check for the working interest from oil sold prior to date of closing. Seller shall have the electrical meter disconnected prior to closing, and shall be responsible for the payment of electricity up to the date of disconnection. Seller shall be responsible for all other expenses incurred on the lease up to date of closing, and shall pay for all supplies and labor utilized on behalf of said oil and gas leases up to the date of closing that might form the basis of a mechanic's lien. Purchaser shall be responsible for preparing and filing with the Kansas Corporation Commission Oil and Gas Conservation Division the Form T-

CLOSING

7. This contract shall be closed by October 21, 2016. At closing, Seller shall assign to Purchaser the above-described leases and convey all equipment, and Purchaser shall pay to Seller the entire sale proceeds.

**AGREEMENT FOR PURCHASE  
OF OIL AND GAS LEASE**

DEFAULT

8. Time is of the essence of this agreement. In the event either party fails to comply with any of the terms of this agreement, then this agreement shall, at the option of the nondefaulting party, become null and void, and all rights of the defaulting party hereunder shall terminate. If the nondefaulting party does not exercise this option to terminate this agreement, he may require specific performance and also exercise any other legal rights and remedies available under Kansas law.

TAXES

9. All taxes on said leases, including on production and personal property due and payable in 2015, and a pro rata share of the 2016 taxes, shall be paid by Seller. All taxes that may become due and payable after closing of this contract shall be paid by Purchaser.

BINDING EFFECT

10. The terms and provisions of this agreement shall extend to and become binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Seller and Purchaser have executed this agreement the day and year first above written.

SELLER:

PURCHASER:

BLUE TOP ENERGY LLC

CDC OIL, LLC

By: \_\_\_\_\_



STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

BE IT REMEMBERED, that on this \_\_\_ day of October, 2016, before me, the undersigned, a Notary Public in and for the said county and state, came \_\_\_\_\_ of Blue Top Energy LLC to me personally known to be the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same.

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

\_\_\_\_\_  
Notary Public

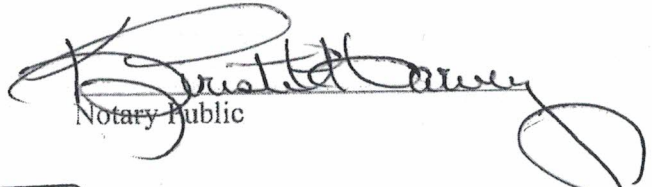
My appointment expires:

**AGREEMENT FOR PURCHASE  
OF OIL AND GAS LEASE**

STATE OF KANSAS, COUNTY OF NEOSHO, SS:

BE IT REMEMBERED, that on this 18<sup>th</sup> day of October, 2016, before me, the undersigned, a Notary Public in and for the said county and state, came Chelsea Jesseph, of CDC Oil, LLC to me personally known to be the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same.

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

  
Notary Public

My appointment expires:



AGREEMENT FOR PURCHASE  
OF OIL AND GAS LEASE

DEFAULT

8. Time is of the essence of this agreement. In the event either party fails to comply with any of the terms of this agreement, then this agreement shall, at the option of the nondefaulting party, become null and void, and all rights of the defaulting party hereunder shall terminate. If the nondefaulting party does not exercise this option to terminate this agreement, he may require specific performance and also exercise any other legal rights and remedies available under Kansas law.

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9. All taxes on said leases, including on production and personal property due and payable in 2015, and a pro rata share of the 2016 taxes, shall be paid by Seller. All taxes that may become due and payable after closing of this contract shall be paid by Purchaser.

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10. The terms and provisions of this agreement shall extend to and become binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Seller and Purchaser have executed this agreement the day and year first above written.

SELLER:

PURCHASER:

BLUE TOP ENERGY LLC

CDC OIL, LLC

By: 

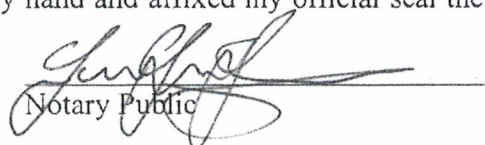
\_\_\_\_\_

STATE OF New York, COUNTY OF New York, SS:

BE IT REMEMBERED, that on this \_\_\_ day of October, 2016, before me, the undersigned, a Notary Public in and for the said county and state, came Anders Almqvist of Blue Top Energy LLC to me personally known to be the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same.

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

ANDREW HANSSON  
Notary Public, State of New York  
No. 02105087218  
Qualified in New York County

  
Notary Public

My appointment expires: 04-18-2018