

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 \_\_\_\_\_

## 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)
		Circle FSL/FNL	Circle FEL/FWL		
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____

*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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Form KSONA-1

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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: \_\_\_\_\_

**Purchase and Sale Agreement  
("Agreement")**

September 5, 2018

Gore Oil Company  
Attn: Michael Harms  
PO Box 2757  
Wichita, KS 67201

Mr, Harms:

This letter is to put into writing an offer whereby Trans Pacific Oil Corporation ("Purchaser") offers to purchase from Gore Oil Company, ("Seller"), the lease(s) as set out on Exhibit "A" attached hereto and made a part hereof, under the below listed terms and conditions. If the following terms and conditions are agreeable, please so indicate by executing this Purchase and Sale Agreement in the space provided on the last page of said Agreement and return the original to Purchaser at 100 S. Main, Suite 200, Wichita, KS 67207.

**Purchase Price, Effective Date and Closing Date**

1. Purchaser agrees to pay Seller One Hundred Thirty Thousand Dollars (\$130,000.00) ("Purchase Price") for 100% of Seller's right, title and working interest in and to the properties described on Attached Exhibit "A", including, without limitation, oil and gas leasehold interests, working interests, right-of-way, easements, rights in unit agreements, spacing or pooling orders, joint operating agreements, and any other related agreements, all surface and down-hole equipment, gathering systems, fixtures, and other personal property used or obtained in connection therewith (each of which is herein referred to as a "Property", and all of which are collectively referenced to as the "Properties").
2. The effective date will be September 1, 2018 ("Effective Date"). All oil produced on and after the Effective Date shall be the property of the Purchaser. All oil in the stock tanks above the pipeline connection at 7 a.m. on September 1, 2018 shall remain the property of the Seller and shall be credited to the Seller at Closing.
3. Closing shall occur on or before October 1, 2018 ("Closing") at the office of Trans Pacific Oil Corporation. If Purchaser is unable to close for any reason, this agreement shall become null and void.

### **Taxes, Expenses and Operations**

4. Ad valorem property taxes shall be prorated, 8/12ths paid by the Seller and 4/12ths paid by the Purchaser, and Seller's estimated share will be deducted from the Purchase Price. Purchaser shall immediately inform the Treasurer's office in the effected county of this change of ownership upon closing of this sale.
5. All costs and expenses incurred for operations in any way attributable to the Properties after the Effective Date will be paid by Purchaser. All costs and expenses incurred for operations in any way attributable to the Properties before the Effective Date will be paid by Seller. Any invoices paid, dated prior to the Effective Date, by Seller for operations after the Effective Date will be reimbursed by Purchaser. Invoices received by Seller for operations after the Effective Date will be forwarded to Purchaser for payment.
6. Prior to the Effective Date, Seller shall have full operational authority and responsibility for the Properties and shall protect, defend, indemnify Purchaser from all losses, claims, demands, suits, causes of action and sanctions of every kind known or unknown, including reasonable attorney's fees and court costs, arising from the operation of, or in any way pertaining to the Properties.

### **Transfer of Documents at Closing**

7. Upon Closing and payment in full, Seller will deliver to Purchaser, fully executed assignments reflecting the working interests as defined on Exhibit "A". Purchaser shall prepare and deliver assignments to Seller prior to Closing, for review and execution.
8. Upon Closing, Seller will deliver to Purchaser, executed T-1 forms as required by the KCC, citing Purchaser as Operator from Closing date.

### **Representations, Warranties and Conditions to Close**

9. Seller fully warrants title to the Properties unto Purchaser and agrees to defend title to the leases in the event a title dispute or failure arises. The Properties shall be transferred free of all liens, encumbrances or other title defects. Purchaser will be subrogated to Seller's rights in and to the representations, warranties, and covenants given with respect to the Properties.
10. This Agreement is subject to due diligence by Purchaser. All costs and liability associated with the due diligence activities shall be borne solely by Purchaser. Due diligence shall include, but not be limited to, the following:
  - a. Title research and due diligence by Purchaser including review of all public records including, but not limited to, the applicable county Register of Deeds, Clerk's Office, and Treasurer or Appraiser's office, and review of Seller's

land and legal files to be made available upon reasonable request of Purchaser. Should title due diligence discover any material difference in the Working Interest or Net Revenue Interest as defined on Exhibit "A" being conveyed by Seller, Purchaser shall have the right to terminate this agreement or proportionately adjust in the Purchase Price to reflect the reduced interest in the Properties.

b. Inspection and verification by Purchaser that all water disposal systems, gathering systems, injection wells, and other facilities are in compliance with State and Federal regulations. Purchaser shall have, in the event of non-compliance that could materially affect the value of any Property, the option of either terminating this Agreement, or assuming responsibility for bringing the systems into compliance and renegotiating the Purchase Price to reflect the reduced value of each such Property due to such material non-compliance.

b. Inspection and verification of environmental compliance. Should any liability be determined that could materially affect the value of any Property, Purchaser shall have the option of either terminating this Agreement, or assuming responsibility for bringing each such Property into compliance and renegotiating the Purchase Price to reflect the reduced value of the Property.

c. Inspection and/or verification of production, equipment, costs and facilities. This due diligence would include site inspections, file examination, contract review, production tests, financial audits and any other procedures deemed necessary by Purchaser to verify that the Properties are as represented by the Seller. Should there be any material difference in any Property, production, facilities, costs or equipment, Purchaser shall have the option of either terminating the Agreement or negotiating the Purchase Price to reflect the change in value.

11. Seller agrees to make no material changes to the lease or the equipment located thereon prior to Closing. This Agreement is subject to inspection of lease equipment and verification of production by Purchaser.
12. Unless otherwise provided herein, these terms and conditions will be binding on, and inure to the benefit of Purchaser and Seller and their respective heirs, representatives, successors and assigns.

**Gore Oil Company**

ATTEST:

alDRy

Agreed and accepted this 5<sup>th</sup>  
day of Sept, 2018.

By: Michael A. [Signature]

Title: CFO

**Trans Pacific Oil Corporation**

ATTEST:

Hacey Thomas

Agreed and accepted this 10<sup>th</sup>  
day of SEPTEMBER, 2018.

By: [Signature]

Alan D. Banta, President

**Exhibit "A"**

<b>Lease</b>	<b>Acreage/Legal Description</b>	<b>WI</b>	<b>NRI</b>
Schindler B	NW 19-8S-17W	1.00000	82.03125