

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

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** (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 OF WORKING INTEREST

STATE OF KANSAS

COUNTY OF LOGAN

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned, **Trans Pacific Oil Corporation**, hereinafter referred to as "Assignor", is the owner of a working interest in and to the following Oil and Gas Lease (s) covering lands in Logan County, Kansas:

See Attached Exhibit "A"

and any and all well (s) and equipment located on the above-described Oil and Gas Lease (s).

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, grant, transfer and set over unto **Darrah Oil Company, LLC**, hereinafter called "Assignee", its heirs and assigns, all of Assignor's right, title and interest (excluding any royalty interest or overriding royalty interest), in and to the above described Oil and Gas Lease (s) together with all equipment located thereon and or appurtenant to, or used or obtained in connection therewith. This Assignment of Working Interest is made by Assignor and accepted by Assignee without warranty of title, either expressed or implied.

EXECUTED, this 13th day of MARCH, 2020, and made effective the 1st day of February, 2020.

Trans Pacific Oil Corporation

By: _____



Alan D. Banta

President

STATE OF KANSAS

ACKNOWLEDGMENT

COUNTY OF SEDGWICK

This instrument was acknowledged before me on March 13, 2020 by Alan D. Banta as President of Trans Pacific Oil Corporation.

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

My Commission Expires: 9/14/2022



Sarah Mohesky
Notary Public
Sarah Mohesky
Print name

Attached to and made a part of that certain Assignment of Working Interest by and between **Trans Pacific Oil Corporation** as Assignor, and **Darrah Oil Company, LLC**, as Assignee:

EXHIBIT "A"

YOUNKIN B

LESSOR: Floyd A. Younkin Family Limited Partnership
LESSEE: Black Tea Oil Leasing Inc.
DESCRIPTION: Insofar and only insofar as said lease covers the Northwest Quarter (NW/4) of Section 35-T14S-R34W, Logan County, KS
DATE: January 8, 2014
BOOK/PAGE: 173/335

YOUNKIN C

LESSOR: Floyd A. Younkin Family Limited Partnership
LESSEE: Black Tea Oil Leasing Inc.
DESCRIPTION: Insofar and only insofar as said lease covers the Southwest Quarter (SW/4) of Section 26-T14S-R34W, Logan County, KS
DATE: January 8, 2014
BOOK/PAGE: 173/335

Wells:

YOUNKIN A 1

LOCATION: NW NE SW NE Sec. 19-T14S-R33W, Logan County, KS
API#: 15-109-21135

YOUNKIN B 1

LOCATION: SE NE NE NW Sec. 35-T14S-R34W, Logan County, KS
API#: 15-109-21389

YOUNKIN C 1

LOCATION: NW NE SW SW Sec. 26-T14S-R34W, Logan County, KS
API#: 15-109-21396

YOUNKIN E 1-35 SWD

LOCATION: NW SW SE NE Sec. 35-T14S-R34W, Logan County, KS
API#: 15-109-21516

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into by and between Trans Pacific Oil Corporation, 100 S. Main, Suite 200, Wichita, KS 67202 hereinafter referred to as "Seller", and Darrah Oil Company, 125 N Market St #1425, Wichita, KS 67202, hereinafter referred to as "Buyer";

WHEREAS, Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller certain interests in oil and gas leases and wells and geophysical seismic data upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, Seller and Buyer hereby agree as follows:

ARTICLE I

Section 1. Purchase and Sale of Property, Rights and Assets. At closing, Buyer hereby agrees to purchase from Seller and Seller hereby agrees to sell, transfer, assign, and convey to Buyer, without warranty of title expressed or implied, the following properties, rights and assets (hereinafter, the "Subject Assets"):

(a) All of Seller's right, title and interest in and to the oil and gas leases and wells described on Exhibit "A" attached hereto and made a part hereof (said interests herein referred to as the "Property") , expressly excluding the leases and wells described on Exhibit "B"(the "Excluded Property") subject to the restrictions contained herein;

(b) All of Seller's right, title, and interest in and to the geophysical seismic data covering the lands outlined on Exhibit "C" attached hereto and made a part hereof. Seller retains the right to use the geophysical seismic data for its own use and the right to re-sell geophysical seismic data covering the Excluded Property ;

(c) All of Seller's interest in the Property, and all associated fixtures, personal property and equipment located thereon and used in the operation thereof including, without limitation, the well, well equipment, casing, tanks, tubing, pumping units, motors, pipelines, gathering lines, and all other machinery, equipment and improvements used in the operations thereof;

(d) All of Seller's rights, to the extent transferrable, in and to all 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, authorizations for expenditure, cost analysis and prospect data agreements and other contracts, agreements and instruments of any nature or kind, insofar only as they relate to Seller's interests described herein.

(e) All of Seller's rights and obligations under the permits, licenses, servitudes, easements, rights-of-way, orders, sales agreements, crude oil purchase and sales agreements, surface leases, operating agreements, processing agreements, options, agreements or rights which are appurtenant to or used in connection with the ownership or operation of the Property or with the production, treatment, sale or disposal of water, hydrocarbons or associated substances from the Property;

ARTICLE II

Section 2. Purchase Price. Buyer has agreed to pay to Seller at closing a total purchase price (the "Purchase Price") for the geophysical seismic data of One Hundred Thirty Thousand dollars **\$130,000.00**. Buyer has agreed to pay to Seller at closing a total purchase price for the Properties of Thirty Two Thousand and Five Hundred Dollars **\$32,500.00**. In the event Seller delivers less than one hundred percent (100%) working interest in the Properties, the Purchase Price shall be proportionately adjusted to account for the working interest percentage being assigned at closing.

ARTICLE III

Section 3.1. Effective Time. The parties have agreed that the effective time of the transfer of the Property shall be as of **12:00 AM CST on January 1, 2020** (the "Effective Time").

Section 3.2. Adjustments. The parties have agreed that all proceeds, proportionate to the Seller's interest, from production from and after the Effective Time shall belong to Buyer. The parties have agreed that all proceeds from production, proportionate to the Seller's interest, including oil inventory in the tanks, or reimbursements of expenses previously paid by Seller, received by Buyer after the date hereof, which are attributable to the Property and attributable to any period of time prior to the Effective Time, shall be paid or reimbursed to Seller, and such proceeds and reimbursements shall be agreed to by the parties immediately before the closing, and such proceeds and reimbursements shall be paid at closing by Buyer to Seller, in addition to the purchase price. The purchase price shall be adjusted at closing or anytime thereafter by an amount equal to all unpaid Ad Valorem Property Taxes attributable to the Assets, for any period ending prior to the Effective Time that are assumed by Buyer pursuant to this Agreement.

Section 3.3. Assumption of Obligations. Buyer shall be liable and responsible for all Claims made and Liabilities incurred after the Effective Time that are attributable to the interest being purchased herein, including any Claims and Liabilities based upon the condition of the Subject Assets. Buyer shall indemnify, defend and hold Seller harmless from and against and with respect to any such claims and Liabilities, the condition of the Subject Assets, and any failure of Buyer to pay, perform and discharge the obligations assumed hereunder, BUT excluding any arising from negligence or willful misconduct of Seller (including agents and employees). Subject to Claims and Liabilities which may, at any time, arise out of or in connection with the condition of the Subject Assets accepted by Buyer pursuant to Section 3.4, Seller shall be liable and responsible for all Claims made and Liabilities incurred prior to the Effective Time that are attributable to Seller's interest. Seller shall indemnify, defend, and hold Buyer harmless from and against any such Claims and Liabilities and failure of Seller to pay, perform, and discharge the obligations agreed to be paid, performed, and discharged by Seller hereunder, excluding any arising from negligence or willful misconduct of Buyer. As used in this Agreement, the term "Claims and Liabilities" means, without limitation, any and all causes of action, claims to personal property, persons or the environment, damages, demands, expenses, assessments, fines, lawsuits, liabilities, debts, liens, taxes, losses and other obligations of any kind, nature or description, whether known or unknown and which are attributable to the interest(s) being sold and purchased.

Section 3.4. Condition of Subject Assets. Buyer hereby agrees that it has been given full access to and has inspected the Subject Assets and accepts the same in their present condition on an "as is" and "where is" basis, which includes, without limitation, acceptance of the environmental condition of the Subject Assets and all property associated therewith and that Seller has made no warranty, express or implied, of quantity, quality or condition. THE PARTIES FURTHER AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS OF WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, SELLER EXPRESSLY DISCLAIMS AND NEGATES AS TO ALL PERSONAL PROPERTY, FIXTURES AND EQUIPMENT, (1) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (2) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (3) ANY CLAIM BY BUYER FOR DAMAGES BECAUSE OF DEFECTS IN ANY PERSONAL PROPERTY INCLUDED WITHIN THE SUBJECT ASSETS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY BUYER THAT PERSONAL PROPERTY, FIXTURES AND EQUIPMENT INCLUDED WITHIN THE SUBJECT ASSETS ARE BEING CONVEYED TO BUYER "AS IS," "WHERE IS," WITH ALL FAULTS, AND IN THE PRESENT CONDITION (INCLUDING ALL ENVIRONMENTAL CONDITIONS) AND STATE OF REPAIR

Section 3.5. Buyer's Independent Evaluation. In entering into this Agreement, Buyer acknowledges and affirms that it has relied and will rely solely on the terms of this Agreement and upon its independent analysis, evaluation and investigation of, and judgment with respect to, the business, economic, legal, tax or other consequences of this transaction including its own estimate and appraisal of the extent and value of the petroleum, natural gas and other reserves attributable to the Subject Assets and the value of any other assets.

Section 3.6. Access to Records Prior to Closing Seller will make the files and records relating directly to the Assets maintained by Seller, to the extent disclosure of the same to Buyer is not restricted by confidentiality, licensing or other agreements with third parties (the "Records") available to Buyer and its representatives for inspection and review at Buyer's office in Wichita, Kansas, during its normal business hours for the purpose of permitting Buyer to perform its due diligence review and to make copies of the same at Buyer's risk and expense. All original Records will be delivered to Buyer at closing. Seller does not make any warranty or representation of any kind as to the Records or any information contained therein, and Buyer agrees that any conclusions drawn therefrom shall be the result of its own independent review and judgment.

Section 3.7. Closing. Closing of the sale and purchase of the geophysical seismic data shall occur on **January 31, 2020**, at Seller's office in Wichita, Kansas, unless agreed to otherwise by the parties. Closing of the sale and purchase of the Property shall occur on **February 21, 2020**, at Seller's office in Wichita, Kansas.

Section 3.8. Further Assurances. From time to time after Closing, Seller and Buyer shall each execute, acknowledge and deliver to the other such further instruments and take such other action as may be reasonably requested in order to accomplish more effectively the purposes of the transaction contemplated by this Agreement.

Section 3.9. Abandonment of Property. Buyer agrees that it will, at such time as the Property or any well thereon is abandoned, properly plug said well or wells and upon completion of the salvaging of the property and equipment, restore the condition of the premises in accordance with the standards required by the rules and laws of the State of Kansas and the lease herein assigned.

Section 3.10. Third Party Possession of Data. Buyer acknowledges that persons other than the Seller are in possession of the geophysical seismic data and/or Records. Buyer releases any claims, suits or actions against Seller for the use of the geophysical seismic data or Records by any third party. Buyer shall be fully subrogated and substituted with reference to any lawful claim, demand or right against any third party in possession of the geophysical seismic data or Records.

ARTICLE IV

Section 4.1. Entire Agreement. This Agreement, together with the Exhibits hereto, constitute all of the promises, covenants, agreements, conditions and undertakings between the parties hereto and supersedes any and all prior agreements, either expressed or implied, or written. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

Section 4.2. Assignment. Any Assignment of Property prepared for execution by either Buyer or Seller shall be subject to the terms, conditions and in a form agreed to by the parties. If necessary Seller shall prepare all Transfer of Operator forms and other forms or reports required by any governmental agency, including the Kansas Corporation Commission, and all notices to third parties, arising out of or in connection with the sale and purchase of the Subject Assets contemplated herein. All assignments and other documents referenced herein shall be delivered at closing. Buyer shall be responsible to record and/or to provide to the pertinent governmental agencies and pertinent third parties all assignments and other documents referred to in this Section at Buyer's sole risk and expense, without recourse to Seller.

ARTICLE V

Section 5.1 Non-Compete & Confidentiality Agreement: With the exception of the Excluded Property, Seller shall not compete with Buyer for leasehold, options, farmins, or term assignments on lands located within the seismic outline described on Exhibit "C" (the "AMI") for a period of one (1) year subsequent to the expiration of the primary term of Buyer's last oil and gas lease within the AMI.

[Signatures on following page]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of this **31st** day of **January**, **2020**.

SELLER

TRANS PACIFIC OIL CORPORATION



By: Gary Sharp
Title: Vice President

BUYER

DARRAH OIL COMPANY, LLC



By: Will Darrah
Title: Manager

Exhibit "A"

Leases:

YOUNKIN B

LESSOR: Floyd A. Younkin Family Limited Partnership
LESSEE: Black Tea Oil Leasing Inc.
DESCRIPTION: Insofar and only insofar as said lease covers the Northwest Quarter (NW/4) of Section 35-T14S-R34W, Logan County, KS
DATE: January 8, 2014
BOOK/PAGE: 173/335

YOUNKIN C

LESSOR: Floyd A. Younkin Family Limited Partnership
LESSEE: Black Tea Oil Leasing Inc.
DESCRIPTION: Insofar and only insofar as said lease covers the Southwest Quarter (SW/4) of Section 26-T14S-R34W, Logan County, KS
DATE: January 8, 2014
BOOK/PAGE: 173/335

Wells:

YOUNKIN A 1

LOCATION: NW NE SW NE Sec. 19-T14S-R33W, Logan County, KS
API#: 15-109-21135

YOUNKIN B 1

LOCATION: SE NE NE NW Sec. 35-T14S-R34W, Logan County, KS
API#: 15-109-21389

YOUNKIN C 1

LOCATION: NW NE SW SW Sec. 26-T14S-R34W, Logan County, KS
API#: 15-109-21396

YOUNKIN E 1-35 SWD

LOCATION: NW SW SE NE Sec. 35-T14S-R34W, Logan County, KS
API#: 15-109-21516

Exhibit "B"

Excluded Leases:

PAHLS A 1; B 1; E 1, 2; F 1, 2

LESSOR: Dennis R. Pahls Trustee of the Dennis R. Pahls Trust #1, dated June 1, 1993
LESSEE: Black Tea Oil Leasing, Inc.
DESCRIPTION: South-Half (S/2) of Section 20-T13S-R34W; South-Half (S/2) of Section 21-T13S-R34W; All of Section 28-T13S-R34W; East-Half (E/2) of Section 33-T13S-R34W; All of Section 29-T13S-R34W, all in Logan County, KS
DATE: April 14, 2014
BOOK/PAGE: 169/318

LESSOR: Edwin Pahls Trustee of the Dennis R. Pahls Trust #1, dated June 1, 1993
LESSEE: Black Tea Oil Leasing, Inc.
DESCRIPTION: South-Half (S/2) of Section 20-T13S-R34W; South-Half (S/2) of Section 21-T13S-R34W; All of Section 28-T13S-R34W; East-Half (E/2) of Section 33-T13S-R34W; All of Section 29-T13S-R34W, all in Logan County, KS
DATE: April 14, 2014
BOOK/PAGE: 170/527

Excluded Wells:

PAHLS A 1

LOCATION: E2 W2 NW SE Sec. 20-T13S-R33W, Logan County, KS
API#: 15-109-21330

PAHLS B 1

LOCATION: NW NW NE SE Sec. 28-T13S-R34W, Logan County, KS
API#: 15-109-21331

PAHLS C 1

LOCATION: NW SE NE NE Sec. 33-T13S-R34W, Logan County, KS
API#: 15-109-21336

PAHLS D 1

LOCATION: SW NE NW SE Sec. 33-T13S-R34W, Logan County, KS
API#: 15-109-21353

PAHLS E 1

LOCATION: SW SW NE SW Sec. 21-T13S-R34W, Logan County, KS
API#: 15-109-21346

PAHLS F 1

LOCATION: NE NE NW NE Sec. 28-T13S-R34W, Logan County, KS
API#: 15-109-21350

PAHLS F 2

LOCATION: SW NE SW NE Sec. 28-T13S-R34W, Logan County, KS
API#: 15-109-21356