

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: _____

Title: _____

Signature: _____

Oil / Gas Purchaser: _____

Date: _____

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 DRDL/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)
		<i>Circle</i> FSL/FNL	<i>Circle</i> 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.

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

Form Must Be Typed

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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: _____



June 4, 2020

ARP Operating, LLC
1444 Wazee St, Suite 125
Denver, CO 80202

To Whom it May Concern:

Consistent with communications and negotiations between your company and Trans Pacific Oil Corporation, this letter will set out in written form, the terms and conditions of ARP Operating, LLC's (Buyer) final offer to purchase Trans Pacific Energy Partners LP and other working interest owners' interests (Seller) in the oil and gas leases listed on the attached Exhibit "A". Buyer's purchase offer is as follows:

Purchase Price: \$47,500 payable in total upon closing either by wire transfer or check at Seller's preference for 100% of the working interest in the leases listed on Exhibit "A" attached hereto. Should less than 100% interest be delivered, the purchase price will be adjusted proportionately.

Effective Date of Sale: May 1, 2020

Indemnification: Buyer agrees to indemnify Seller and hold it harmless from all claims, demands, losses, costs, risks or expenses incident to, or resulting from further operations on the leases to be sold for the drilling of additional wells, production of oil or gas, the abandonment and plugging of any well or wells thereon, or the removal of any materials therefrom, from and after the effective date of sale. Buyer has examined the lease locations and is knowledgeable of the condition of the leases and accepts the leases in an "as-is" condition. Buyer further indemnifies Seller from any expenses or claims associated with any environmental issues that may or may not have occurred on said lease.

Closing: To take place at a mutually agreeable location on or before June 19, 2020 unless otherwise agreed to by the parties.

Oil in Stock: All oil in stock at the time of the effective date shall remain the property of Seller. The closing statement delivered and executed at closing shall reflect the oil in stock calculation.

Taxes: Ad Valorem taxes for 2020 shall be estimated on the Closing statement and reduced from the Purchase Price at Closing.

Assignments: Seller will deliver assignments at Closing to effectuate the sale. The assignments will contain indemnification language similar

to that set out above and will be in a format acceptable to the both parties. Any assignment(s) will be subject to Joint Operating Agreements and other agreements to which the leases are subject.

Environmental:

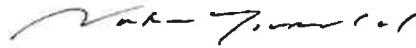
Prior to Closing, Buyer will inspect the properties and will accept them in as-is condition.

Commission:

Seller agrees that this sale is subject to a 6.5% broker's commission in favor of Mid-Continent Energy Exchange. Said commission to be paid by Seller.

Should you have any questions, do not hesitate to contact the undersigned.

Sincerely,



Nate Jiwanlal, Land Manager

AGREED TO AND ACCEPTED BY:

ARP Operating, LLC

By: 

Name and Title: Rich Tabaka



Exhibit "A"

Leases:

Schaben A Unit 1-12

LESSOR: Johnette Schaben, a widow
LESSEE: Trans Pacific Oil Corporation
DESCRIPTION: S/2SW/4 less and except the SE/4SW/4SW/4 and the SW/4SE/4SW/4 of Section 12 T20S-R22W,
Ness County, Kansas
DATE: May 3rd, 2011
BOOK/PAGE: 340/571

Schaben B Unit 2-12

LESSOR: Johnette Schaben, a widow
LESSEE: Trans Pacific Oil Corporation
DESCRIPTION: S/2SW/4 of Section 12 T20S-R22W, Ness County, Kansas; insofar and only insofar as said lease
covers the SE/4SW/4SW/4 and the SW/4SE/4SW/4 of Section 12 T20S-R22W, Ness County,
Kansas
DATE: May 3rd, 2011
BOOK/PAGE: 340/571

LESSOR: Johnette Schaben, a widow
LESSEE: Trans Pacific Oil Corporation
DESCRIPTION: NW/4 of Section 13 T20S-R22W, Ness County, Kansas; insofar and only insofar as said lease cover
the NE/4NW/4NW/4 and the NW/4NE/4NW/4 of Section 13 T20S-R22W, Ness County, Kansas
DATE: May 3, 2011
BOOK/PAGE: 340/573

Schaben C 1-13

LESSOR: Johnette Schaben, a widow
LESSEE: Trans Pacific Oil Corporation
DESCRIPTION: NW/4 less and except the NE/4NW/4NW/4 and the NW/4NE/4NW/4 of Section 13 T20S-R22W,
Ness County, Kansas
DATE: May 3, 2011
BOOK/PAGE: 340/573

Uehling

Date: October 23, 2002
Lessor: Edna E. Uehling, a widow
Lessee: J. Fred Hambright, Inc.
Book: 277
Page: 501

*Extension recorded in Book 296, Page 104

Description: The Southeast Quarter (SE/4) of Section 11, Township 20 South, Range 22 West,
Ness County, Kansas

Wittman

Date: December 21, 1961
Lessor: John Wittman, Jr. and Lucinda Wittman, husband and wife
Lessee: Vyrl W. Levan
Book: Misc. 54
Page: 429
Description: Insofar and only insofar as said lease covers the West Half of the Southeast Quarter (W/2 SE/4),

from the surface of the ground down to the stratigraphic equivalent of a point one hundred (100) feet below the top of the Mississippian formation, the top of the Mississippian formation being identified at a depth of 4,344 feet in the A. Scott Ritchie #1 Wittman well located in the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 12, Township 20 South, Range 22 West, Ness County, Kansas

DO

ASSIGNMENT OF OIL AND GAS LEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned, **Trans Pacific Energy Partners LP, Henry J. Freede, LLC, Infinity Resources Company, LLC, JWZ Investments, LTD, Legacy Oil, LLC, Limbo, Inc., Moon Royalty, LLC, Productive Resources, LLC, and Sarita Energy Resources Kansas, LLC** hereinafter referred to as "Assignor", are the owner of a working interest in and to the following Oil and Gas Lease (s) covering lands in Ness County, Kansas:

Schaben B Unit 2-12

LESSOR: Johnette Schaben, a widow
LESSEE: Trans Pacific Oil Corporation

DESCRIPTION: S/2SW/4 of Section 12 T20S-R22W, Ness County, Kansas; insofar and only insofar as said lease covers the SE/4SW/4SW/4 and the SW/4SE/4SW/4 of Section 12 T20S-R22W, Ness County, Kansas

DATE: May 3rd, 2011
BOOK/PAGE: 340/571

LESSOR: Johnette Schaben, a widow
LESSEE: Trans Pacific Oil Corporation

DESCRIPTION: NW/4 of Section 13 T20S-R22W, Ness County, Kansas; insofar and only insofar as said lease cover the NE/4NW/4NW/4 and the NW/4NE/4NW/4 of Section 13 T20S-R22W, Ness County, Kansas

DATE: May 3, 2011
BOOK/PAGE: 340/573

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 Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, grant, transfer and set over unto **ARP Operating, LLC**, hereinafter referred to as "Assignee", its heirs and assigns, all of its right, title and working interest (excluding any royalty interest or overriding royalty interest), in and to the above described Oil and Gas Leases together with all equipment located thereon and or appurtenant to, or used or obtained in connection therewith.

Assignor also grants, sells, conveys and transfers unto Assignee all of Assignor's right, title and interest in and to all easements, right of ways, salt water disposal agreements and any other agreement used or in any way pertaining to the oil and gas leasehold estates transferred herein.

This Assignment of Oil and Gas Lease and Bill of Sale is executed without any warranty of title, either express or implied, without any express or implied warranty or representation as to the condition of the leases, wells, fixtures and appurtenances or their fitness for any purpose. It is understood and agreed that Assignee has inspected or had sufficient opportunity to inspect the assigned interests and is satisfied as to its physical and environmental condition, both surface and subsurface, and that Assignee accepts all of the same in AS IS, WHERE IS condition. Assignor makes no warranty or representation, express or implied, as to the accuracy or completeness of any data, information or materials heretofore or hereafter furnished Assignee in connection with the interests, or as to the quality or quantity of hydrocarbon reserves (if any) attributable to the interests or the ability of the interests to produce hydrocarbons, any and all such data, information and other materials furnished by Assignor is provided to Assignee as a convenience and any reliance on or use of the same shall be at Assignee's sole risk.

Assignee shall, (1) assume and be responsible for and comply with all duties and obligations of Assignor, express or implied, arising out of obligations or occurrences with respect to the assigned interests, including, without limitation, those arising under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority (specifically including, without limitation, any governmental or Lessors request or requirement to plug, re-plug and/or abandon any well of whatsoever type, status or classification or take any clean-up or other action, with respect to the assigned interests, including the removal of all structures, wells and foundations) and (2) defend, indemnify and hold Assignor harmless from any and all claims, obligations and liabilities in connection therewith.

This Assignment of Oil and Gas Lease and Bill of Sale and all rights and covenants in connection herewith shall be binding upon the parties hereto, their successors and assigns, and Assignee is to have to hold all interest assigned herein in accordance with the terms of the Oil and Gas Leases.

Assignor hereby waives execution of transfer orders and agrees that a copy of this assignment may be attached to any transfer order and such copy shall be conclusively deemed execution of such waiver by Assignor.

IN WITNESS WHEREOF, this Assignment of Oil and Gas Lease and Bill of Sale shall be effective as of the 1st day of May, 2020.

[Signatures on Following Pages]

Infinity Resources Company, LLC

Brandon S. Stephens, Member/Manager

STATE OF Oklahoma }
 }S.S.
COUNTY OF Cleveland }

The foregoing instrument was acknowledged before me, a Notary Public, on this 17th day of June, 2020, by Brandon S. Stephens, Member/Manager of
Infinity Resources Company, LLC.

My appointment expires: 6/14/2020

[SEAL]

Stephanie Curtright
Notary Public



Henry J. Freede, LLC

By: Josephine Freede

Josie Freede, Manager

STATE OF OKLAHOMA)

) SS

COUNTY OF OKLAHOMA)

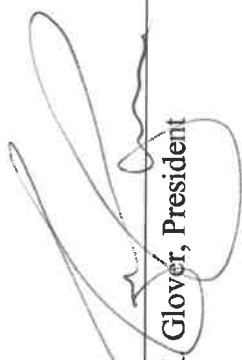
The foregoing instrument was acknowledged before me, a Notary Public, on this 22nd day of June, 2020, by Josie Freede, as Manager of Henry J. Freede, LLC.

My appointment expires: 07/03/2023

Sharon L. Smith

Notary Public





Aaron K. Glover, President

STATE OF Oklahoma }
 } S.S.
COUNTY OF Oklahoma }

The foregoing instrument was acknowledged before me, a Notary Public, on this 13 day of July, 2020, by Aaron K. Glover, President of Productive Resources, LLC.

My appointment expires: 4/20/21



Notary Public



JWZ Investments, LTD

By: [Signature]
J.W. Zaslav, President

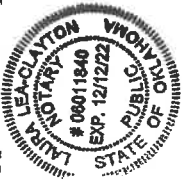
STATE OF Oklahoma)

) SS

COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me, a Notary Public, on this 16th day of June, 2020, by J.W. Zaslav, as President of JWZ Investments, LTD.

My appointment expires: 12-12-22



[Signature]
Notary Public

Kent M. Berkley
Kent M. Berkley, President

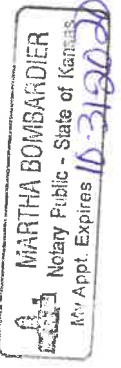
STATE OF Kansas }
 } S.S.
COUNTY OF Saline }

The foregoing instrument was acknowledged before me, a Notary Public, on this 15th day of June, 2020, by Kent M. Berkley, President of Limbo, Inc.

Martha Bombardier
Notary Public

My appointment expires: 10-31-2022

[SEAL]




Steve Fellhoeiter, Member

STATE OF Kansas }
 } S.S.
COUNTY OF Rooks }

The foregoing instrument was acknowledged before me, a Notary Public, on this 11th day of June, 2020, by Steve Fellhoeiter, Member of Legacy Oil, LLC.


My appointment expires: 3/26/24


Notary Public

[SEAL]



STATE OF Oklahoma }
COUNTY OF Oklahoma } S.S.



C. S. Collier, Manager

The foregoing instrument was acknowledged before me, a Notary Public, on this 15th day of June, 2020, by C. S. Collier, Manager of Moon Royalty, LLC.

My appointment expires: 07/07/2022

Notary Public

[SEAL]





Alan D. Banta, President of Trans Pacific Management III, LLC, the General Partner of Trans Pacific Energy Partners, LP.

STATE OF KANSAS }
 } S.S.
COUNTY OF SEDGWICK }

The foregoing instrument was acknowledged before me, a Notary Public, on this 17th day of June, 2020, by Alan D. Banta, President of Trans Pacific Management III, LLC, the General Partner of Trans Pacific Energy Partners, LP.

My appointment expires: 9/14/2022

[SEAL]


Notary Public

