

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
April 2019
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: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Oil / Gas Purchaser: _____

Title: _____

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 _____

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)
		<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

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: _____

AGREEMENT FOR PURCHASE OF OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 20th day of December, 2016, by and between BLUE TOP ENERGY LLC, hereinafter referred to as "Seller", and KEPLEY WELL SERVICES, 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 lease, the mutual promises and agreements herein set forth, the parties agree as follows:

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

ROACH LEASE:

An oil and gas lease dated June 1, 1987, from Gloria Faith Roach and Thomas G. Roach, wife and husband, as Lessors to Panther Oil, Inc., a Kansas corporation, as Lessee, recorded in Book 104 of Miscellaneous at Pages 307-309 in the office of the Register of Deeds of Neosho County, Kansas, covering the following described real estate:
The Northwest Quarter (NW/4) of Section Twelve (12), Township Twenty-seven (27) South, Range Eighteen (18) East of the 6th P.M., Neosho County, Kansas;

FARRIS LEASE:

An oil and gas lease dated August 1, 1989, from Sharon Kay Farris, a single woman, as Lessor to Thomas W. Donahue and Errol J. Donahue as Lessee, recorded in Book 108 of Miscellaneous at Pages 681-682 in the office of the Register of Deeds of Neosho County, Kansas, covering the following described real estate:
The Southwest quarter (SW/4) of Section Twelve (12), Township Twenty-seven (27) South, Range Eighteen (18) East, less and except a tract beginning at the Southeast corner of the Southwest Quarter, thence North 884 feet, thence West 505 feet, thence South 884 feet, thence East 505 feet to point of beginning;

2. The purchase price of the above described oil and gas lease shall be THREE THOUSAND DOLLARS (\$3,000.000) payable in full at closing, in addition to any unpaid and outstanding balance due Purchaser from Seller for services provided from Purchaser to seller up and until the date of this agreement.

3. Seller warrants title to the above described oil and gas lease free and clear of any liens, charges or encumbrances. Seller does not warrant the condition of the lease which shall be sold, AS IS, in their present existing condition. The Purchaser acknowledges that it has had the opportunity to inspect the lease described herein and is purchasing the same without reliance upon any expressions or representations of the Seller.

4. It shall be Purchaser's responsibility and expense to conduct any title examination prior to closing if it deems necessary to identify marketable title to the above described lease. If

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

Purchaser has objections to the title, it shall notify the Seller in writing who shall then cure said objections at Seller's expense. If marketable title cannot be obtained on this lease prior to closing, this agreement will become null and void.

5. This agreement shall be closed and possession delivered to Seller on December, 20, 2016.

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 or assigned to the Purchaser prior to closing, and shall be responsible for the payment of electricity used prior to closing. 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 lease up to the date of closing that might form the basis of a mechanic's lien.

7. Taxes and assessments due and payable for the calendar year 2015 and all prior years, and a pro rata share of the 2016 taxes and assessments to date of closing, based on the 2015 taxes and assessments, shall be paid by Seller, and all taxes and assessments that may be levied, imposed or become payable after said date shall be assumed and paid by the Purchaser.

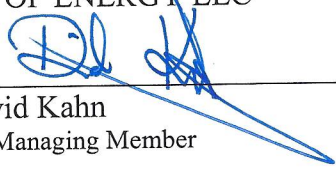
8. The terms and provisions of this agreement shall extend to and become binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

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

SELLER:

BLUE TOP ENERGY LLC

By: _____


David Kahn
Managing Member

PURCHASER:

KEPLEY WELL SERVICES, LLC

By: _____


Mike Kepley

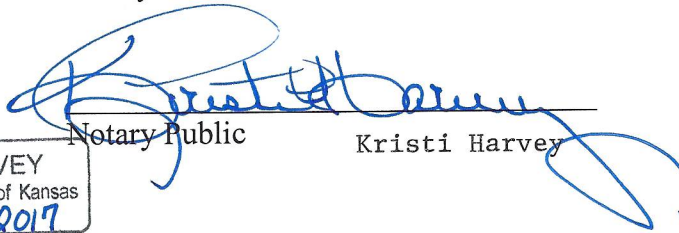
STATE OF KANSAS, COUNTY OF NEOSHO, SS:

BE IT REMEMBERED, that on this 20th day of December 2016, before me, the undersigned, a Notary Public in and for the said county and state, came Anders Almgren on

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

behalf 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 Kristi Harvey


My appointment expires:
June 28, 2017



STATE OF KANSAS, COUNTY OF NEOSHO, SS:

BE IT REMEMBERED, that on this 20th day of December, before me, the undersigned, a Notary Public in and for the said county and state, came Mike Kepley of Kepley Well Services, 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 Kristi Harvey

My appointment expires
June 28, 2017

