

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: _____

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: _____

AGREEMENT FOR PURCHASE OF OIL AND GAS LEASE

THIS instrument signed this 9th day of September, 2020, by and between GINTHER OIL, INC., hereinafter referred to as "Seller", and BLACK ROCK RESOURCES, LLC, hereinafter referred to as "Buyer".

WHEREAS, Seller owns the full working interest in an oil and gas lease covering the following land in Russell County, Kansas:

Krug C-W/2 SE/4 8-14-14

hereinafter referred to as the "Subject Lease". The net revenue for the working interest to the Krug C is approximately 82.03125%. Seller wishes to sell its interest in the Subject Lease to Buyer and Buyer wishes to purchase the same.

IN CONSIDERATION of the above recitals and of the benefits to be derived by each party under this Agreement, it is hereby agreed as follows:

1. Purchase Price. Buyer agrees to purchase the full working interest in the Subject Lease from Seller for the sum of Seventeen Thousand Five Hundred Dollars (\$17,500).

2. Payment. Buyer shall pay Seller the full purchase price at sale closing upon delivery of Seller's Assignment of Oil and Gas Lease.

3. Effective Time. The Effective Time for the sale is September 1, 2020 at 12:00 o'clock a.m.

4. Seller's Assignment. Seller shall convey its interest in the Subject Lease to Buyer free and clear of all liens and encumbrances. A copy of the form of the Assignment is attached for reference purposes and incorporation herein by reference.

5. Property Tax. Seller has paid all prior property taxes on its interest in the Subject Lease. The 2020 property tax for the Subject Lease will be paid by Seller when billed by the county later this year and thereafter Buyer will pay the future taxes.

6. Sale Closing. Sale closing shall occur upon execution of this Agreement. At the Closing the following shall occur:

- a. Seller shall execute, acknowledge and deliver the Assignment of Oil and Gas Lease which shall convey Seller's working interest in the Subject Lease to Buyer. Such Assignment shall be in the form attached as an exhibit.
- b. The purchase price shall be paid to Seller.
- c. All lease records in Seller's possession shall be delivered to Buyer.
- d. At the Sale Closing and thereafter as may be necessary, the parties hereto shall execute, acknowledge and deliver transfer orders and such other instruments and documents and shall take such other action as may be necessary to carry out their obligations under this Agreement.

2/AGREEMENT FOR PURCHASE OF OIL AND GAS LEASE

7. Post-Closing Adjustment. Buyer shall promptly remit to Seller any revenue or billings arising from operations prior to the Effective Time which are received by Buyer. Seller shall promptly remit to Buyer any revenue or billings arising from operations after the Effective time which are received by Seller. In performing such remittance Buyer or Seller shall prorate any revenue or billings which arise from operations which cover periods beginning prior to the Effective Time but which extend after the Effective Time. Copies of the original documents plus a written explanation of the prorate calculations shall be provided in all cases.

8. Miscellaneous Provisions.

- a. Seller shall be responsible for all claims, costs, expenses and liabilities with respect to the Subject Lease which accrue or relate to time prior to the Effective Time.
- b. Buyer shall be responsible for all claims, costs, expenses, and liabilities with respect to the Subject Lease which accrue or relate to time after the Effective Time.
- c. Ginther Oil the designated operator of the Subject Lease shall transfer operation of the lease to Buyer as provided by KCC regulations.

9. Amendments. This contract shall not be modified except by written agreement of the parties.

10. Governing Law and Time of the Essence. The laws of the State of Kansas shall govern the terms and interpretations of this contract, and time is of the essence regarding all provisions hereof.

GINTHER OIL, INC.

By:


MILTON G. GINTHER, President

Seller

BLACK ROCK RESOURCES, LLC

By:



Buyer

ASSIGNMENT OF WORKING INTEREST IN OIL AND GAS LEASE

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, GINTHER OIL, INC., a corporation organized under the laws of the State of Kansas as "Assignor", for and in consideration of Ten and More Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, transfer and set over to BLACK ROCK RESOURCES, LLC, hereinafter referred to as Assignee, all of its right, title and interest, the same being the full working interest in the oil and gas leases described as follows:

An Oil and Gas Lease from Olive M. Morton, et al., Lessor, to C.O. Triplett, Lessee, dated January 23, 1956, and recorded at Book 84, Page 203; and

An Oil and Gas Lease from H.B. Pealting, et al., Lessor, to C.O. Triplett, Lessee, dated January 21, 1956, and recorded at Book 84, Page 205; and

An Oil and Gas Lease from Marie Krug, et al., Lessor, to C.O. Triplett, Lessee, dated January 18, 1956, and recorded at Book 84, Page 204

all covering the following lands:

West Half of the Southeast Quarter (W/2 SE/4) of Section Eight (8), Township Fourteen (14) South, Range Fourteen (14) West, Russell County, Kansas;

This Assignment is made with all rights incident thereto, and personal property thereon, appurtenant thereto or used or obtained in connection therewith, including the oil in the stock tanks, but is subject to overriding royalties of record.

The Assignor covenants with Assignee, its successors and assigns, that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said leases, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; that said leases are valid and subsisting leases on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed, and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

This Assignment shall be binding on and inure to the benefit of the Assignor and Assignee and their respective heirs, legatees, personal representatives, successors and assigns.

Assignor agrees to pay all of the ad valorem taxes on the working interest of the Subject Lease billed by Russell County at the end of this year.

Executed on the ____ day of September, 2020, but effective for all purposes as of September 1, 2020 at 12:00 o'clock A.M.

GINTHER OIL, INC.

By: _____
MILTON G. GINTHER, President

STATE OF KANSAS, RUSSELL COUNTY, ss:

This instrument was acknowledged before me on this ____ day of September, 2020, by Milton G. Ginther, President of GINTHER OIL, INC.

Notary Public

My Appointment Expires: _____