

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: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

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 2021

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 (see Chapter 55 of the Kansas Statutes Annotated), 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 ("Letter Agreement")

Effective April 13, 2022

Charter Energy, Inc.
P. O. Box 252
Great Bend, Kansas 67530-0252

Gentlemen:

This Letter Agreement summarizes a proposal whereby Trans Pacific Oil Corporation and all of the remaining working interest owners ("Seller") of the oil and gas leases described in Exhibit "A" of the Assignment, Conveyance, Bill of Sale and Release ("Assignment") (a copy of which is attached) offer to sell and Charter Energy, Inc. ("Purchaser") offers to purchase the same, under the below listed terms and conditions.

1. Purchaser agrees to pay Seller \$30,000.00 ("purchase price") for all of Seller's right, title and interest in the oil and gas leases described in Exhibit "A" of the Assignment together with all of Seller's right, title and interest in the tubing, casing, and other equipment associated with the oil and gas leases ("properties"). **Seller makes no representations or warranties whatsoever regarding the properties.**
2. Purchaser has conducted a thorough due diligence inspection of the properties and is satisfied in accepting the same subject to the terms and provisions set forth in the Assignment.
3. This Letter Agreement is subject to the Purchaser's ability to obtain an oil and gas lease and a salt water disposal lease covering the Northwest Quarter (NW/4) of Sec. 24-T20S-R16W, Pawnee County, prior to closing.
4. The closing of this matter shall take place on or before April 20, 2022, or such other date as the Seller and Purchaser agree in writing. The closing shall be held at the offices of Trans Pacific Oil Corporation or at such other place as Seller and Purchaser may agree upon in writing. At that time, Seller shall deliver the fully executed Assignment to Purchaser and Purchaser shall execute the same. Purchaser shall pay Seller the purchase price by a certified or bank cashier's check made payable to Trans Pacific Oil Corporation at that time.
5. This Letter Agreement and the transactions contemplated by this Letter Agreement shall be terminated if Purchaser is unable to satisfy itself regarding the matters set forth in 3. above. In that event, there shall be no further liability whatsoever between Seller and Purchaser.
6. Unless otherwise provided herein, these terms and conditions shall be binding on, and inure to the benefit of Seller and Purchaser and their respective heirs, devisees, legatees, personal representatives, successors and assigns.

If the foregoing terms and conditions are acceptable, please so indicate by executing this Letter Agreement in the space provided below, and return the original to Seller. This offer shall remain valid through the close of business on April 13, 2022.

“Seller”

“Purchaser”

Trans Pacific Oil Corporation
for and on behalf of itself and
for and on behalf of the
remaining working interest
owners of the oil and gas leases
described in Exhibit “A” of
the Assignment

Charter Energy, Inc.

P.O. Box 252
Great Bend, Kansas 67530-0252

Steve Baize, President

100 South Main, Suite 200
Wichita, Kansas 67202



Alan D. Banta, President


ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 12 day of April, 2022, by Alan D. Banta, President of Trans Pacific Oil Corporation for and on behalf of itself and for and on behalf of the remaining working interest owners of the oil and gas leases described in Exhibit “A” of the Assignment.

My Commission expires:





Notary Public

STATE OF KANSAS)
) ss:
COUNTY OF BARTON)

This instrument was acknowledged before me this ____ day of April, 2022, by Steve Baize, President of Charter Energy, Inc.

My Commission expires:

Notary Public

ASSIGNMENT, CONVEYANCE, BILL OF SALE, AND RELEASE

This Assignment, Conveyance, Bill of Sale, and Release (the "Assignment") dated to be effective April __, 2022 (the "Effective Date"), is from Trans Pacific Oil Corporation, the "Assignor", whose address is 100 South Main, Suite 200, Wichita, Kansas 67202, to Charter Energy, Inc., the "Assignee", whose address is P. O. Box 252, Great Bend, Kansas 67530.

Assignor desires to assign to Assignee all of its right, title and interest in and to the oil and gas leases described in Exhibit "A" attached hereto and incorporated herein by reference, together with the rights associated with the same as specifically described below (collectively the "Assets", as that term is defined below).

To accomplish the foregoing, Assignor and Assignee agree as follows:

ASSIGNMENT AND AGREEMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor sells, assigns, transfers, delivers, and conveys to Assignee the following, all of which are collectively called the "Assets":

- a. All of Assignor's right, title and interest in the oil and gas leases described in Exhibit "A".
- b. All of Assignor's right, title and interest in the tubing, casing, and other equipment associated with the oil and gas leases.

Assignor and Assignee further agree as follows:

1. REAL PROPERTY WARRANTY. THIS ASSIGNMENT IS MADE AND ACCEPTED WITHOUT WARRANTIES OF ANY KIND, IMPLIED, EXPRESS OR STATUTORY INCLUDING WARRANTIES RELATING TO TITLE TO THE ASSETS.

2. GENERAL DISCLAIMER. ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, IMPLIED, EXPRESS OR STATUTORY, WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR MATERIALITY OF THE INFORMATION, RECORDS, AND DATA NOW, PREVIOUSLY, OR LATER MADE AVAILABLE TO ASSIGNEE IN CONNECTION WITH THE ASSETS, INCLUDING WITHOUT LIMITATION, ANY DESCRIPTION OF THE ASSETS, QUALITY, OR QUANTITY OF PRODUCIBLE HYDROCARBONS, IF ANY, PRODUCTION RATES, DOWNHOLE CONDITION OF THE ASSETS, RECOMPLETION OPPORTUNITIES, DECLINE RATES, ALLOWABLES OR OTHER REGULATORY MATTERS, OR ANY OTHER MATTERS CONTAINED IN OR OMITTED FROM ANY OTHER MATERIAL FURNISHED BY ASSIGNOR TO ASSIGNEE. ANY AND ALL DATA, INFORMATION, AND MATERIAL FURNISHED BY ASSIGNOR IS PROVIDED AS A CONVENIENCE ONLY, AND ANY RELIANCE ON OR USE OF IT IS AT ASSIGNEE'S SOLE RISK.

3. PERSONAL PROPERTY DISCLAIMER. TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO THE ASSETS: (a) ANY IMPLIED, EXPRESS OR STATUTORY WARRANTY OF MERCHANTABILITY; (b) ANY IMPLIED, EXPRESS OR STATUTORY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND, (c) ANY IMPLIED, EXPRESS OR STATUTORY WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS. ASSIGNEE EXPRESSLY AGREES THAT THE ASSETS WILL BE

ASSIGNED AND ACCEPTED "AS IS, WHERE IS AND WITH ALL FAULTS", AND IN ITS PRESENT CONDITION AND STATE OF REPAIR. ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, IMPLIED, EXPRESS OR STATUTORY, WITH RESPECT TO THE ASSETS, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE QUALITY, QUANTITY, OR VOLUME, IF ANY, OF OIL, GAS, OR OTHER HYDROCARBONS PRODUCIBLE FROM THE ASSETS, THE DOWNHOLE CONDITION OF THE ASSETS, OR THE ENVIRONMENTAL CONDITION OF THE ASSETS.

4. PHYSICAL AND ENVIRONMENTAL CONDITIONS. ASSIGNEE HAS INSPECTED THE ASSETS FOR ALL PURPOSES AND HAS SATISFIED ITSELF AS TO ITS PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND ACCEPTS SAME IN ITS PRESENT CONDITION.

5. Assignee's Assumption of Liabilities and Obligations. Assignee specifically assumes and agrees to pay, perform, fulfill, and discharge all obligations, liabilities, costs, damages, and claims related directly or indirectly to the following: (i) all leasehold obligations related to the Assets, including the payment of all shut-in royalties, royalties, overriding royalties and other leasehold burden and all ad valorem and other taxes attributable to or arising from ownership or operation of the Assets after the Effective Date; (ii) all claims, costs, expenses, liabilities, and obligations accruing or relating to owning, operating and/or maintaining of the Assets after the Effective Date; (iii) the accounting and payment of proceeds of production from the Assets to royalty owners and working interest owners after the Effective Date; (iv) all obligations arising under agreements covering or relating to the Assets after the Effective Date; (v) all obligations and liability attributable to or resulting from pollution or contamination of soil, groundwater, or air, and any other contamination of or adverse effect on the environment; (vi) the noncompliance with applicable land use, permitting, surface disturbance, licensing, or notification requirements; and, (vii) violation of any federal, state, or local environmental laws, rules or regulations, all referred to as the "Assumed Liabilities and Obligations". The Assumed Liabilities and Obligations include, without limitation: (a) all future plugging, replugging, abandonment, removal, disposal and restoration obligations associated with the Assets; (b) the necessary and proper capping and burying of all associated flowlines associated with the Assets; and, (c) removal of any structures and equipment associated with the Assets.

6. Indemnification and Release. Assignee agrees to indemnify, hold harmless and defend Assignor from and against and release Assignor from, all claims, demands, losses, damages, punitive damages, costs, expenses, causes of action, or judgments of any kind or character with respect to all liabilities and obligations or alleged or threatened liabilities and obligations, including claims for personal injury, illness, disease, wrongful death, damage to property, environmental damage or pollution, liability based on strict liability or condition of the Assets, attributable to or arising out of : (i) the Assumed Liabilities and Obligations; and/or (ii) Assignee's acts or omissions.

7. Indemnification Claims. With respect to any claim for which an indemnifying party may be required to provide partial or full indemnity, the party shall have the right, but not the obligation, to participate fully in the defense of any claim. Reasonable attorneys' fees, court costs, interest, penalties, and other expenses incurred in connection with the defense of claims shall be included in Assignor's and Assignee's indemnities. All indemnities of Assignee shall extend to and cover the parent, subsidiary, and affiliated companies and the officers, directors, employees, agents and contractors of Assignor, and its parent, subsidiary and affiliated companies.

8. Transfer Taxes and Recording Fees. Assignee shall bear and pay: (i) all state or local government sales, documentation, transfer or similar taxes incident to or caused by the transfer of the Assets to Assignee; and, (ii) all filing, recording or registration fees for this Assignment.

9. Change of Operator Form. Assignor and Assignee shall execute the necessary governmental change of operator form of the Assets to satisfy applicable statutory and regulatory requirements.

10. Successors and Assigns. This Assignment and all of the terms, provisions, covenants, obligations and indemnities it contains shall be binding on and inure to the benefit of and be enforceable by the Assignor, Assignee, and their respective heirs, devisees, legatees, personal representatives, successors and assigns and shall be deemed to be covenants running with the land and the oil and gas leases.

This Assignment is executed by Assignor and Assignee as of the date of their signatures below, but shall be deemed effective for all purpose as of the Effective Date stated above.

TRANS PACIFIC OIL CORPORATION

CHARTER ENERGY, INC.

Alan D. Banta, President

Steve Baize, President

Date

Date

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this _____ day of April, 2022, by Alan D. Banta, President of Trans Pacific Oil Corporation.

My Commission Expires: _____

Notary Public

STATE OF KANSAS)
) ss
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of April, 2022, by Steve Baize, President of Charter Energy, Inc.

My Commission Expires: _____

Notary Public

EXHIBIT "A"
OIL AND GAS LEASES

Date: January 26, 1990
Recorded: Book M93, Page 227
Lessor: Orville L. Schultz, a single man
Lessee: Iannitti Oil Company

Date: January 26, 1990
Recorded: Book M93, Page 339
Lessor: Steven L. Schultz and Clara E. Schultz, husband and wife
Lessee: Iannitti Oil Company

Date: January 26, 1990
Recorded: Book M93, Page 363
Lessor: Stanley L. Schultz and Bernadette Schultz, husband and wife
Lessee: Iannitti Oil Company

Legal Description: South Half of the Southwest Quarter (S/2 SW/4) of Sec. 13-T20S-R16W, Pawnee County, Kansas except a radius of 200 feet from the center of Carroll Oil Production, Schultz Salt Water Disposal Well, which is registered with the K.C.C. as being 1650' FWL, 990' from E 1/2 mile line, and 660' FSL, and which is shown as being 1655' FWL and 663' FSL by Central Kansas Surveying & Mapping, Inc.'s survey dated January 25, 1990

Working Interest:
Net Revenue Interest:

Date: April 28, 2005
Recorded: Book M106, Page 219
Lessor: Bruce Dirks
Lessee: Tengasco, Inc.
Legal Description: North Half of the Southeast Quarter (N/2 SE/4); Southwest Quarter of the Southeast Quarter (SW/4 SE/4); West Half of the Southeast Quarter of the Southeast Quarter (W/2 SE/4 SE/4) excluding the East Half of the Southeast Quarter of the Southeast Quarter (E/2 SE/4 SE/4) of Sec. 14-T20S-R16W, Pawnee County, Kansas

Working Interest:
Net Revenue Interest:

Date: March 19, 1990
Recorded: Book M93, Page 413
Lessor: LaVerne Oetken
Lessee: Oetken Hay, Inc.
Legal Description: Northwest Quarter (NW/4) of Sec. 24-T20S-R16W, Pawnee County, Kansas

Working Interest:
Net Revenue Interest:

Date: January 25, 2005
Recorded: Book M106, Page 125
Lessor: Craig A. Kroeker, single
Lessee: Tengasco, Inc.
Legal Description: Northeast Quarter (NE/4) of Sec. 24-T20S-R16W, Pawnee County, Kansas

Working Interest:
Net Revenue Interest:

If the foregoing terms and conditions are acceptable, please so indicate by executing this Letter Agreement in the space provided below, and return the original to Seller. This offer shall remain valid through the close of business on April 13, 2022.

"Seller"

"Purchaser"

Trans Pacific Oil Corporation
for and on behalf of itself and
for and on behalf of the
remaining working interest
owners of the oil and gas leases
described in Exhibit "A" of
the Assignment

Charter Energy, Inc.

P.O. Box 252
Great Bend, Kansas 67530-0252


Steve Baize, President

100 South Main, Suite 200
Wichita, Kansas 67202


Alan D. Banta, President

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 12 day of April, 2022, by Alan D. Banta, President of Trans Pacific Oil Corporation for and on behalf of itself and for and on behalf of the remaining working interest owners of the oil and gas leases described in Exhibit "A" of the Assignment.

My Commission expires:




Notary Public

STATE OF KANSAS)
) ss:
COUNTY OF BARTON)

This instrument was acknowledged before me this 15th day of April, 2022, by Steve Baize, President of Charter Energy, Inc.

My Commission expires:


Notary Public

