

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

_____ is acknowledged as the new operator of the above named lease containing the surface pit

Permit No.: _____ . Recommended action: _____

permitted by No.: _____ .

Date: _____

Date: _____

Authorized Signature

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: _____

June 13th, 2023

Purchase and Sale Agreement

Compass Exploration LLC
2777 US Highway 24
Hill City, KS 67642

This letter is to put into writing our agreement whereby **Compass Exploration LLC, (Purchaser)** agrees to purchase from **Trans Pacific Oil Corporation, et al (Seller)**, certain lease as described on the attached Exhibit "A", under the below listed terms and conditions. If the following terms and conditions properly state the Agreement between Purchaser and Seller, please so indicate by executing this Letter Agreement in the space provided on the last page of said Agreement, and Seller should return the original to Trans Pacific Oil Corporation.

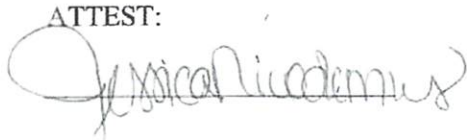
If the following terms and conditions are properly stated between Purchaser and Seller, please so indicate by executing this letter agreement in the space provided below and return with a security deposit of [REDACTED].

1. Purchaser agrees to pay Seller [REDACTED] ("Purchase Price") for the leases as described on Exhibit "A" (the "Lease") and subject to all overrides, royalties, releases and assignments of record. This Purchase Price is based upon 100% of the working interest associated with the Leases. Seller does not warrant its ability to deliver 100% of the working interest associated with the Leases at close. In the event Seller cannot deliver 100% of the working interest, the Purchase Price will be proportionately reduced to reflect the lower working interest delivered at closing.
2. The Effective Date will be July 1, 2023 ("Effective Date"). All oil produced on and after the Effective Date shall be the property of the Purchaser. All oil in the stock tanks above the pipeline connection at 7 a.m. on July 1, 2023 shall remain the property of the Seller and shall be credited to the Seller at closing.
3. Closing shall occur on or before July 1, 2023 at the office of Trans Pacific Oil Corporation. If Purchaser is unable to close, due to lack of funds or for any other reason, this Agreement shall become null and void
4. All ad valorem property taxes shall be prorated, 6/12ths paid by the Seller and 6/12ths paid by the Purchaser, and Seller's estimated share will be deducted from the Purchase Price. Buyer shall immediately inform the Treasurer's office in Graham County, of this change of ownership upon closing of this sale. All 2023 and future ad valorem taxes will be paid by Purchaser.
5. All costs and expenses incurred for operations in any way attributable to the Leases after the Effective Date will be paid by Purchaser
6. Purchaser acknowledges that it has examined the Property and Seller is delivering the Property AS IS, WHERE IS, including any defects, whether known or unknown by Seller. Purchaser expressly disclaims all warranties, whether express, implied or statutory. Purchaser does hereby agree to protect, indemnify and hold Seller, its employees, agents and contractors free and harmless from any and all losses, claims, damages, demands and causes of action arising directly or indirectly in connection with the Leases and to relieve

Seller, its employees, agents and contractors from any and all liability incurred directly or indirectly as a result of Leases.

7. On, after and as of the Effective Date, Purchaser shall assume full responsibility for the property purchased and shall protect, defend, indemnify and hold Seller, its assignees and working interest owners in the Leases, their officers, employees or agents, harmless from and against any and all losses, claims, demands, suits, causes of action and sanctions of every kind including reasonable attorney's fees and court costs, arising from the operation of, or in any way pertaining to the Leases after the Effective Date. This shall include all plugging, restoration and clean-up of the lease and production facilities.
8. Upon execution of this Agreement, Purchaser agrees to tender an earnest money down payment in the amount of ~~One Hundred Thousand Dollars (\$100,000)~~ to Seller. This amount shall be non-refundable in the event closing does not occur.
9. Upon closing, Purchaser shall tender to Seller, the remaining purchase price of ~~Three Hundred Twenty-Five Thousand Dollars (\$325,000)~~ along with any other adjustments described herein.
10. Upon closing and payment in full, Seller will deliver to Purchaser, executed T-1 forms as required by the Kansas Corporation Commission citing Purchaser as Operator from the closing date. Seller shall file the executed T-1 forms to the Kansas Corporation Commission and shall provide a copy of the approved T-1 form to the Purchaser upon receipt from the Kansas Corporation Commission.
11. Upon closing and payment in full, Seller will deliver to Purchaser fully executed assignments of working interest.
12. Unless otherwise provided herein, these terms and conditions will be binding on, and inure to the benefit of Purchaser and Seller and their respective heirs, representatives, successors and assigns.

ATTEST:



ATTEST:

Compass Exploration LLC

Agreed and accepted this 20th
day of June, 2023.

By: Ryan J. Pfeifer



Trans Pacific Oil Corporation

Agreed and accepted this 30
day of June, 2023.

By: Alan D. Banta, President


DocuSigned by:
9F8D18945502404...

Attached to and made a part of that certain Purchase and Sales Agreement dated June 13th, 2023 by and between Compass Exploration LLC, (“Purchaser”) and Trans Pacific Oil Corporation, et al (“Seller”).

EXHIBIT “A”

Bell A

LESSOR: Grace Keith and John R. Keith, et al
LESSEE: M. W. Smith
DESCRIPTION: The NW/4 of Section 11-T9S-R24W, Graham County, Kansas
DATE: June 19, 1973
BOOK/PAGE: 69/493

LESSOR: George Hensley, Conservator of the Estate of Dulcie B. Clark
LESSEE: M. W. Smith
DESCRIPTION: The NW/4 of Section 11-T9S-R24W, Graham County, Kansas
DATE: June 19, 1973
BOOK/PAGE: 70/200