KOLAR Document ID: 1759137

## 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:	1				
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:				
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:				
Gas Gathering System:	Lease Name:				
Saltwater Disposal Well - Permit No.:					
Spot Location:feet from N / S Line	SecTwpRE \[ V \]				
feet from E /W Line	Legal Description of Lease:				
Enhanced Recovery Project Permit No.:					
Entire Project: Yes No	County:				
Number of Injection Wells**	Production Zone(s):				
Field Name:	Injection Zone(s):				
** Side Two Must Be Completed.	injection Zene(e).				
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:				
	Date:				
Title:	Signature:				
New Operator's License No	Contact Person:				
New Operator's Name & Address:	Phone:				
	Oil / Gas Purchaser:				
New Operator's Email:	Date:				
	Signature				
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	is acknowledged as				
the new operator and may continue to inject fluids as authorized by	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				
I					

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#### 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)
		Circle: FSL/FNL	<i>Circle:</i> FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _	_	
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL _		
			FEL/FWL _		
			FEL/FWL		

A separate sheet may be attached if necessary.

<sup>\*</sup> 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.

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## 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:	CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	
Address 1:	County:
Address 2:	
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	
Address 1:	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
Address 2:	county, and in the real estate property tax records of the county treasurer.
City:	
the KCC with a plat showing the predicted locations of lease road	(Cathodic Protection Borehole Intent), you must supply the surface owners and ds, tank batteries, pipelines, and electrical lines. The locations shown on the plat tered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
provided the following to the surface owner(s) of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I a	Notice Act (see Chapter 55 of the Kansas Statutes Annotated), I have land upon which the subject well is or will be located: 1) a copy of the am filing in connection with this form; 2) if the form being filed is a Form 3) my operator name, address, phone number, fax, and email address.
the KCC will be required to send this information to the	er(s). I acknowledge that, because I have not provided this information, surface owner(s). To mitigate the additional cost of the KCC performing nd address of the surface owner by filling out the top section of this form able to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 has form and the associated Form C-1, Form CB-1, Form T-1, or For	andling fee with this form. If the fee is not received with this form, the KSONA-1 rm CP-1 will be returned.
I hereby certify that the statements made herein are true and co	rrect to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

January 2nd, 2024

#### **Purchase and Sale Agreement**

Whitetail Crude, Inc. 14216 N US HWY 283, PO BOX 544 Ness City, KS 67560

This letter is to put into writing our agreement whereby Whitetail Crude, Inc. (Purchaser) agrees to purchase from Trans Pacific Oil Corporation, et al (Seller), certain leases(Leases) 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 return the original to Trans Pacific Oil Corporation along with a security deposit of

- 1. Purchaser agrees to pay Seller ("Purchase Price") for the Leases and any equipment, lines, wellbores, or other property associated with the Leases effective January 1, 2024, as described on Exhibit "A" (the "Lease").. Seller also grants, sells, conveys and transfers unto Purchaser all of Seller's right, title and interest in and to all easements, right-of-ways, lease agreements and any other agreement used or in any way pertaining to operation of the Leases transferred herein. 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 January 1st, 2024 ("Effective Date"). All saleable oil on the lease whether in the stock tanks or in the separator shall remain the property of the Seller and shall be removed prior to close. Any oil remaining after close shall become the property of Purchaser.
- Closing shall occur on or before January 30<sup>th</sup>, 2024 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.
- All costs and expenses incurred for operations in any way attributable to the Leases after the Effective Date will be paid by Purchaser.
- Any of the leases on Exhibit A that are sharing or using facilities that will continue to be operated
  by Seller, such as disposal wells or tank pads, will require a separate agreement to be provided and
  executed prior to close.

- 6. Purchaser acknowledges that it has examined the Leases and Seller is delivering the Leases and all associated equipment AS IS, WHERE IS, including any defects, whether known or unknown by Seller. Seller 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, known or unknown, including reasonable attorney's fees and court costs, arising from the operation of, or in any way pertaining to the Leases. Purchaser assumes full responsibility for 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 "

  ) 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 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.

	Whitetail Crude, Inc.
ATTEST: Amile Joenthein	Agreed and accepted this 3rd day of January, 2024.
	By: Mike Fritzler
	Mile f Futiler President Title
	Trans Pacific Oil Corporation
ATTEST:  Docusigned by:  Peter Espinosa	Agreed and accepted this day of 2024.
	By: Alan D. Banta, President
	alan D Banta

Attached to and made a part of that certain Purchase and Sales Agreement dated January 2<sup>nd</sup>, 2024 by and between Whitetail Crude, Inc., ("Purchaser") and Trans Pacific Oil Corporation, et al ("Seller").

#### **EXHIBIT "A"**

**Buena Vista** 

DATE: December 31, 2002

LESSOR: Buena Vista I, LLC and Buena Vista II, LLC, Kansas corporation

LESSEE: J. Fred Hambright, Inc.

BOOK: 279 PAGE: 4

DESCRIPTION: The Northwest Quarter (NW/4) of Section 17,19S, 24W, Ness County, Kansas

<u>Dinges</u>

DATE: February 3, 2004

LESSOR: Darren R. Dinges and Brenda K. Dinges, his wife

LESSEE: J. Fred Hambright, Inc.

BOOK: 285 PAGE: 321

DESCRIPTION: The Northwest Quarter (NW/4) and the North Half of the Southwest Quarter (N/2SW/4) of Section 18-

19S-24W, Ness County, Kansas

### Albin C #1-14

DATE: May 20th, 2008

LESSOR: Rex D. Albin ad Verda O. Albin, husband and wife

LESSEE: Wint Harris

BOOK:159 PAGE: 408-409

DESCRIPTION: NE/4 Section 14-14S-27W, Gove County, KS