

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 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: _____

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (“Agreement”) is dated the 1st day of August, 2024, and is entered into by and between Talon Group, LLC, a Kansas limited liability company (“Seller”), and GORE, LLC, a Kansas limited liability company (“Buyer”). Seller and Buyer may hereinafter be occasionally referred to individually as a “party” and collectively as the “parties”.

BACKGROUND

- A. Seller is the owner of the Assets (defined in Article 1.1).
- B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, on the terms set forth in this Agreement, all rights, titles and interests of Seller in and to the Assets, including the right to operate the Wells (defined in Article 1.1).

AGREEMENT

In consideration of the premises, the payments required hereby, the covenants, representations, and warranties contained herein, the benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

Article 1 Purchase and Sale of Assets

- 1.1 Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign, convey, transfer and set over to Buyer, and Buyer agrees to purchase and acquire from Seller at Closing, all rights, titles, and interests of Seller in and to the following described property (collectively, the “Assets”) (As is, where is, without any warranty of any kind, and no warranty shall be implied).

Moos Lease
SE/4 Sec. 6-9S-17W
Rooks Co., Kansas

- a) the working interests in and to the oil and gas leases described on Article 1 (each, a “Lease” and collectively, the “Leases”), together with rights to any acreage pooled or unitized therewith, which shall be delivered to Buyer at not less than the working interest and net revenue interest tabulated on Exhibits A;
- b) all saltwater disposal agreements described on Exhibit B.
- c) the oil and/or gas lease, and associated wells described in Article 1.1;

d) the equipment, machinery, fixtures and other personal, and mixed property situated on the Leases and the lands covered by the SWD Agreements, or otherwise appurtenant to or currently used or held for use in connection with the ownership or operation of the Leases, SWD Agreements, or Wells, including, without limitation, well equipment, casing, rods, tubing, tanks, pumps, motors, fixtures, machinery, meters, inventory, separators, knock-outs, dehydrators, compressors, treaters, power lines, field processing facilities, surface and downhole equipment, flowlines, gathering lines and systems, transmission lines and all other pipelines ("Equipment"), insofar as they are attributable to the Leases, SWD Agreements, or Wells;

e) the unsold oil in tanks or other storage (Exhibit C) at the Effective Time (and thereafter) produced from the Leases ("Stored Oil");

f) the data acquired in the conduct of the 3D-seismic surveys more particularly described on Article 3, which seismic data shall include all geophysical, geological and seismic data obtained or otherwise in the possession of Seller in the conduct of such 3D seismic surveys, all processed, reprocessed, or interpreted data obtained, generated, produced or otherwise derived from said 3D-seismic surveys, and all interpretations and depictions thereof, and all source files, metadata, shape files, records, data and information relating to said seismic data and 3D-seismic surveys ("3D-Data");

g) all permits, servitudes, easements, rights-of-way, operating rights and agreements, orders, assignments, gas purchase and sale contracts, oil purchase and sale agreements, farmin and farmout agreements, transportation and marketing agreements, operating agreements, unit agreements, declarations of units, processing agreements, options, facilities or equipment leases, surface use agreements, warranties, licenses and other contracts, agreements and rights used, held for use, or appurtenant to the beneficial use and enjoyment, ownership or operation of the Leases, SWD Agreements, Wells, Equipment, 3D-Data, or with the production or treatment of oil, gas and saltwater from or attributable to the Leases, SWD Agreements, or Wells ("Contracts");

h) cash and other deposits representing suspense payments owing to third parties by Seller as a result of production from the Leases;

i) all of the files, records, information and data in Seller's possession pertaining to the Leases, SWD Agreements, Wells, Equipment, 3D-Data, and Contracts ("Records"), including, without limitation, title records, abstracts, title opinions, title certificates, title policies, production records, severance tax records, reservoir and well information, drill stem tests, well logs, bond logs, casing pressure and mechanical integrity tests, geologic and geophysical data, and all other information relating in any way to the ownership or operation of the Assets.

1.2 Effective Time. The Assets shall be purchased, sold, transferred, assigned and conveyed effective as of the beginning of the day on August 1, 2024 ("Effective Time").

1.3 Purchase Price. As consideration for the Assets, at Closing Buyer shall pay to Seller, U.S. \$ (U.S. Dollars) ("Purchase Price"), adjusted as provided for in Article 2.

Article 2 **Adjustments**

2.1 Proportionate Reduction. The Purchase Price is based upon the working interest in each Lease (including each Well) entitled to receive the portion of the proceeds from the sale of oil and gas production therefrom (the "net revenue interest" or "NRI") as tabulated on Article 1. The parties shall negotiate in good faith to adjust the Purchase Price in the event and to the extent any interest in any Leases (including the Wells) delivered at Closing is delivered at less than the percentage working interest and NRI tabulated on Article 1. Further, to the extent any of the other Assets are delivered at Closing having a percentage interest less than represented by Seller, the parties shall likewise negotiate in good faith to adjust the Purchase Price.

2.2 Revenues and Expenses. Seller is entitled to receive all proceeds from the sale of oil and gas from the Leases occurring prior to the Effective Time. Buyer is entitled to all proceeds from the sale of oil and gas production from the Leases occurring after the Effective Time. All costs and expenses incurred in the operation of the Assets before the Effective Time will be paid by Seller. Subject to the limitations set forth in Section 4.3, all ordinary costs and expenses incurred in the operation of the Assets after the Effective Time will be paid by Buyer. Any invoices paid by Seller for ordinary costs and expenses incurred in the operation of the Assets after the Effective Time and before Closing will be reimbursed by Buyer at Closing or paid outside of Closing by Buyer to Seller. Any revenue from the sale of oil and gas production from the Leases received by Seller after the Effective Time will be credited to Buyer at Closing or paid outside of Closing by Seller to Buyer.

2.3 Taxes. Each party shall be responsible for its own income and capital gains taxes, if any, as may result from the transactions contemplated hereby. Seller shall be responsible for the payment of real, personal property, and ad valorem taxes (collectively, "Taxes") on the Assets for calendar year 2023, and all prior years. The Taxes for calendar year 2024 shall be prorated to closing based upon the 2023 taxes with Buyer being given a credit at closing for taxes owed by Seller. Buyer will then be responsible for paying the 2024 taxes. (Exhibit D)

2.4 Settlement Statement. At least three (3) days prior to Closing, Seller will deliver to Buyer a settlement statement prepared in accordance with this Agreement ("Settlement Statement"), which sets forth the Purchase Price adjusted as provided for herein. Within 30 days after closing, Buyer and Seller shall agree on a post-closing settlement statement to settle any delayed bills or income.

Article 3

Due Diligence

3.1 Due Diligence. Buyer shall have until August 1, 2024, (“Due Diligence Period”) to conduct such due diligence as Buyer deems necessary in order to satisfy itself concerning condition of and title to the Assets.

3.2 Records of Seller. In connection with Buyer’s due diligence, Seller shall deliver or otherwise make available to Buyer at closing.

a) All Records concerning the Assets, including originals of the Leases and SWD Agreements, regulatory filings, permits, certificates and other documentation related to the Wells, and any amendments or Contracts related to the foregoing.

b) All revenue statements and joint interest billings for the Wells, Leases, and SWD Agreements for the current year and the prior two calendar years, together with the invoices supporting such joint interest billings.

c) A list of all vendors providing labor, supplies, materials, or services to the Leases, SWD Agreements, and Wells, including contact information.

d) A list of all co-owners in the Assets, if any, including the contact information of the co-owners.

e) Current division orders and divisions of interest pertaining to the payment of the proceeds of oil and gas production from the Leases and Wells, including a schedule of any proceeds held in suspense and any interests currently being paid into suspense.

f) All title evidence pertaining to the Leases, SWD Agreements, and Wells, including copies of any title opinions, drilling title opinions, division order title opinions, lease ownership reports, mineral ownership reports, run sheets, abstracts, acquisition title opinions, title insurance commitments, and title insurance policies in Seller’s possession.

g) A current listing of all accounts receivable and accounts payable pertaining to the Leases, SWD Agreements, and Wells, including accounts payable to vendors, which listing shall describe the age of the balances due in each respective account.

h) All gauge reports, production reports, disposal records, charts, meters, SPCC plans, and other reports, documents and records related to the production of oil, gas, saltwater, and other fluids from the Leases, SWD Agreements and Wells.

i) The 3D-Data, including all raw and processed data and any interpretations or depictions thereof, in possession of Seller.

3.3 Inspections. Seller shall allow Buyer, its representatives, agents, contractors, and other designees, access to the Leases, land covered by the SWD Agreements, Wells, Equipment,

and 3D-Data in possession of Seller, to conduct such inspections as Buyer deems appropriate to investigate the title and condition of said property, including the inspection of all salt water disposal systems, gathering systems, injection wells, equipment, production and other facilities to assess its condition, quality, mechanical integrity, and working order, and its compliance with State, Federal and local laws, rules and regulations. Seller shall also make available to Buyer for interview the employees and independent contractors of Seller involved in operating, producing, maintaining, improving, exploring and developing the Leases, Wells, Equipment, and 3D-Data, in possession of Seller. In the event Buyer or any agents or employees of Buyer are injured during inspections on Seller's property, Buyer agrees to hold Seller harmless for any liability in connection with the inspection of the property.

3.4 Termination. Notwithstanding the foregoing, Buyer or Seller may terminate this Agreement at any time prior to Closing by notifying Seller or Buyer of such termination. In such event, this Agreement shall terminate and be of no further force and effect. All costs and liability associated with the due diligence activities shall be borne solely by Buyer.

Article 4 **Representations, Warranties, Covenants**

4.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer at the time of the execution of this Agreement and through the Closing, that:

a) Seller is duly organized and validly existing, in good standing, under the laws of the state of its organization, and is qualified to do business in the State of Kansas, with all requisite power and authority to own, operate, and sell its interests in the Assets, and to execute, deliver, and perform this Agreement and each other document executed or to be executed by Seller in connection with the transactions contemplated herein.

b) The execution, delivery, and performance of this Agreement and each other document executed or to be executed in connection herewith, and the completing by it of the transactions contemplated hereby have been duly authorized by all necessary corporate or other company action on the part of Seller.

c) Except with respect to the Stored Oil, all Taxes imposed or assessed with respect to or measured by or charged against or attributable to the Assets due and owing as of the Closing have been, or will be, duly and timely paid by Seller.

d) The Assets are free and clear of and not burdened by any mortgages, liens, or other encumbrances, nor shall any mortgage, lien, or other encumbrance later arise from the conduct of the Seller. Seller will not claim or allow to arise a claim of an operator's lien.

e) As of Closing, Seller holds good and marketable title to the Assets, at not less than the working interest and net revenue interest as to the Leases and Wells set forth on Article 1, including any Equipment and Stored Oil related or attributable thereto or produced therefrom.

f) The Assets are fit for their intended purposes and in a condition that enables them to be used in the ordinary course of business.

g) There are no legal or equitable actions pending or threatened, or causes of action available to any party that arise from or are attributable to the ownership or operation of the Assets, nor are there any judgments entered or injunctions against Seller or its co-working interest owners related to, or attaching to the Assets.

h) There are no environmental conditions affecting the Assets to Sellers knowledge, that would give rise to any claims or liability under any federal or state environmental laws and regulations.

i) Seller is the current operator of the Leases and Wells and is duly authorized and licensed with the KCC to operate the Leases and Wells, operates such Leases and Wells under agreement with the other working interest owners of the Leases, if any, and has been authorized or otherwise has the right to transfer operations and operating rights of the Leases and Wells to Buyer.

4.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller at the time of the execution of this Agreement and through to the Closing, that:

a) Buyer is duly organized and validly existing, in good standing, under the laws of the State of Kansas, and is qualified to do business in the State of Kansas. Buyer has all requisite power and authority to own the Assets and to execute, deliver, and perform this Agreement and each other document executed or to be executed by Buyer in connection with the transactions contemplated herein.

b) The execution, delivery, and performance of this Agreement and each other document executed or to be executed in connection herewith, and the completing by it of the transactions contemplated hereby have been duly authorized by all necessary corporate or other company action on the part of Buyer.

4.3 Operations Pending Closing. Without the prior written consent of Buyer, Seller shall not:

a) Enter into any new agreements or commitments with respect to the Assets, or cancel any insurance coverage relating thereto;

b) Commit to or incur any expenditure in excess of Twenty Thousand Dollars (\$20,000 per well) with respect to any part of the Assets without the prior written consent of Buyer, except in case of an emergency;

c) Make any non-consent elections with respect to operations affecting the Assets;

d) Encumber, mortgage, sell, or dispose of any of the Assets, other than personal property that is replaced by equivalent property or consumed in the normal operation of the properties, or otherwise transfer any interest in any part of the Assets;

e) Disclose, share, replicate, copy or otherwise disseminate the 3D-Data, or any portion thereof to any third-party, or transfer, sell or assign any interest in the 3D-Data;

f) Fail to timely pay all shut-in royalties, delay rentals, lease extension options, and other payments necessary to continue to the Leases in force and effect, unless Buyer directs otherwise, or fail to timely pay any royalty, overriding royalty, or other proceeds of production from the Leases owing to third parties (except to the extent such proceeds are properly held in suspense and paid to Buyer at closing); or

g) Act in any manner with respect to the Assets other than in the normal, usual, and customary manner, consistent with prior practice, in compliance with the Leases, Contracts, and applicable law, and as a prudent operator; (b) waive, compromise, or settle any material right or claim with respect to any of the Assets that would materially and adversely affect the ownership, operation, or value of the Assets; (c) plug or abandon any Well unless required to do so by a governmental or regulatory agency; (d) modify or terminate or waive any right under any Lease or Contract; or (e) breach or default on any material obligation under any Leases or Contract.

4.4 Indemnification. Seller shall indemnify, defend, and hold harmless Buyer, and Buyer shall indemnify, defend, and hold harmless Seller, their officers, directors, shareholders, employees, representatives, agents, successors and assigns from any and all claims arising from or in any way attributable to (a) the Assets, and the operation and ownership thereof, including, without limitation, all duties, liabilities, and obligations of Seller or Buyer under the Contracts, Leases, and SWD Agreements, including the obligation to distribute royalties and revenues to the owners thereof, and to account for all royalties and revenues held in suspense, to the extent attributable to all time periods prior to the Effective Time with respect to Seller and subsequent to the effective time with respect to Buyer, (b) the breach or failure to perform or satisfy, any of Seller's or Buyer's covenants in this Agreement or in any other agreement, instrument, document, or certificate related to the Assets or executed or delivered by Seller or Buyer in connection with this Agreement, and (c) any costs and fees, including reasonable attorneys' fees, incurred by Buyer or Seller in connection with any of the foregoing.

Article 5

Closing

5.1 Time and Place of Closing. The consummation of the purchase and sale of the Assets pursuant to this Agreement ("Closing") shall be completed at a location mutually agreeable to the parties on or before August 15, 2024.

5.2 Conditions to Closing. All of the obligations of Buyer to close and to pay the Purchase Price to Seller are subject to the satisfaction of the following conditions (“Closing Conditions”) at or prior to Closing:

- a) The title and condition of the Assets has been accepted to the satisfaction of Buyer, in its sole discretion;
- b) The representations and warranties set forth in Sections 4.1 are true and correct, and the covenants set forth in Sections 4.3 and 5.5 have been performed;
- c) Evidence satisfactory to Buyer that, in its sole discretion, all vendors servicing the Assets prior to the Effective Time have been paid in full with respect to the Assets;
- d) The deliverables described in Section 5.3 have been duly executed and delivered to Buyer, and properly acknowledged and are in recordable form in the case of the deliverables described in Section 5.3(a);
- e) The Settlement Statement, including all adjustments to the Purchase Price as provided in Article 2, has been agreed to by the parties;
- f) Seller shall have obtained all requisite permissions and consents from any applicable governmental authority to transfer and assign the Assets from Seller to Buyer;
- g) The simultaneous closing of the terms of that separate agreement between Seller and Gore, LLC of even date herewith for the transfer of real and personal property located in Plainville, Kansas; and
- h) The satisfaction of such other conditions as Buyer may require as a result of its due diligence and investigation.

5.3 Deliverables—Seller. At Closing, Seller shall deliver to Buyer the following instruments and documents:

- a) Assignment of the Leases, SWD Agreements, Wells, Stored Oil, and Equipment, from Seller to Buyer, which shall be in form substantially similar to the assignment attached;
- b) Signed Assignment and Bill of Sale of the Records and Contracts and the physical delivery thereof to Buyer; and

5.4 Deliverables—Buyer. At Closing, Buyer shall deliver to Seller the Purchase Price, as adjusted per the terms of Article 2.

5.5 Transfer of Operations. Contemporaneous with the Closing the parties shall deliver for filing all Transfer of Operator forms and other forms or reports required by any governmental agency, including the Kansas Corporation Commission, to transfer and assign the Wells from Seller to Buyer, or a designee of Buyer.

5.6 Termination. If any of the terms and conditions contained herein, including the Closing Conditions, are not or cannot be met at or before the time of the Closing, then Buyer shall have the right to cancel this Agreement and thereby be relieved from any and all liabilities or obligations hereunder.

Article 6 Miscellaneous

6.1 Recitals; Attachments. The recitals set forth above are true and correct, and, together with the words and terms defined therein, and the Schedules and Exhibits attached hereto, are incorporated into the body of this Agreement by this reference. The following Schedules and Exhibits are attached:

- a) Exhibit A – Assignment of Working Interests in Oil and Gas Leases
- b) Exhibit B – List of Saltwater Disposal payments made annually
- c) Exhibit C – Stock tank inventory
- d) Exhibit D – Ad Valorem tax proration

6.2 Governing Law; Forum Selection. This Agreement and the transactions contemplated hereby shall be construed in accordance with, and governed by, the laws of the State of Kansas, without giving effect to principles of conflicts of laws. Any action or proceeding against any of the Parties hereto relating in any way to this Agreement or the subject matter hereof shall be brought and enforced exclusively in the state district court located in each of the Counties listed in the attached Exhibits A1, A2 and B, and the parties hereto consent to the exclusive jurisdiction and venue of such courts in respect to such action or proceeding.

6.3 Entire Agreement; Amendment. This Agreement, together the attached Schedules and Exhibits, constitutes the entire understanding between the parties, their respective shareholders, officers, directors, representatives, agents, and employees with respect to the subject matter hereof, superseding all written or oral negotiations and discussions, and prior agreements and understandings relating to such subject matter. This Agreement may not be amended nor any rights hereunder waived, except by an instrument in writing signed by the party to be charged with such amendment or waiver and delivered by such party to the party claiming the benefit of such amendment or waiver.

6.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6.5 Further Assurances. After Closing, each party hereto, at the request of the other, shall, from time to time, without additional consideration execute and deliver such further agreements and instruments of conveyance and take such other action as the other party hereto may reasonably request in order to convey and deliver the Assets to Buyer and to otherwise accomplish the transactions contemplated by the Agreement.

6.6 Notices. The parties agree that all notices and communications required or permitted under this Agreement shall be in writing and addressed as set forth below. Any

communication or delivery hereunder shall be deemed to have been duly made and the receiving party charged with notice (i) if personally delivered, when received, (ii) if sent by email transmission, when received, (iii) if mailed, three (3) days after mailing, or (iv) if sent by overnight courier, one day after sending.

To Seller: Talon Group, LLC
Attn: Jason Clark
PO Box 700
Hays, KS 67601-0700
(785) 259-5575

To Buyer: Gore, LLC
202 S. St. Francis
Wichita, KS 67202
(316) 263-3535

6.7 Interpretation. The headings of the sections of this Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of this Agreement. Unless the context otherwise indicates, words used in the singular include the plural, and the plural the singular.

6.8 Counterparts. This Agreement may be executed in counterparts, with each such counterpart being deemed an original, and such counterparts may be compiled into one document. Signatures delivered by electronic transmission or in electronic formats, including electronic images, shall be enforceable the same as manual signatures.

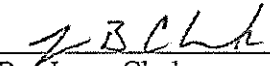
6.9 Survival. The representations, warranties, covenants, and other obligations set forth in this Agreement shall survive the Closing, and shall not merge into any the Assignments delivered in connection herewith.

6.10 Assignment. This Agreement may be assigned by Seller only upon the prior written consent of Buyer.

IN WITNESS WHEREOF the parties have entered into this Agreement as of the date first set forth above.

“SELLER”

Talon Group, LLC


By: Jason Clark

“BUYER”

Gore, LLC


By: Ashley Cooper, Director of Operations