## KOLAR Document ID: 1839890

OIL & GAS CONSE REQUEST FOR CHA TRANSFER OF INJECTION Form KSONA-1, Certification of Compliance w	ATION COMMISSION RVATION DIVISION NGE OF OPERATOR I OR SURFACE PIT PERMIT ith the Kansas Surface Owner Notification Act,		
Check applicable boxes: MUST be submitted	ted with this form.		
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:			
Saltwater Disposal Well - Permit No.:	Lease Name:		
Spot Location: feet from N / S Line			
feet from E / W Line	Legal Description of Lease:		
Enhanced Recovery Project Permit No.:			
Entire Project: Yes No	County:		
Number of Injection Wells**			
Field Name:	Production Zone(s):		
** Side Two Must Be Completed.	Injection Zone(s):		
Surface Pit Permit No.:	feet from N / S Line of Section feet from E / W Line of Section 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:		
Title:	Signature:		
	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation bove 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: Authorized Signature	Date:		
DISTRICT EPR F	PRODUCTION UIC		

Side Two

### Must Be Filed For All Wells

Vell No.	API No. (YR DRLD/PRE '67)	Eastage from Se			
		Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle:</i> 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 _		
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		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		

A separate sheet may be attached if necessary.

\* 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

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

Form KSONA-
July 202
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 #	Well Location:		
Name:			
Address 1:	County:		
Address 2:	Lease Name: Well #:		
City:   Zip:     Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:		
Phone: ( ) Fax: ( )			
Email Address:			
Surface Owner Information:			
Name:	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.		
Address 1:			
Address 2:			
City: State: Zip:+			

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: \_\_\_\_\_\_

### **Purchase and Sales Agreement**

3/11/2025

Michael D. Weilert Michael D. Weilert Oil Company 866 230<sup>th</sup> Ave. Hays, KS 67601

Mr. Weilert:

This letter is to put into writing an offer whereby Trans Pacific Oil Corporation, (Purchaser) offers to purchase from Michael D. Weilert Oil Company, as operator, and on behalf of certain other parties (Seller and/or Sellers) the working and net revenue interests in the Properties as described on attached Exhibit "A," under the following terms and conditions.

If the following terms and conditions are agreeable, please so indicate by executing this Purchase and Sales Agreement (Agreement) in the space provided on the last page of said Agreement and returning the same to Purchaser by the close of business on March 12, 2025.

- 1. <u>Purchase Price</u>. Purchaser agrees to pay Sellers <u>\$440,000</u> (Four Hundred and Forty Thousand Dollars), "Purchase Price", for the working interests and net revenue interests in and to the Properties on attached Exhibit "A", including, without limitation, working interests, seismic data (in all forms) on the assigned acreage, lease and well files of all types on the assigned acreage, well data of all types on the purchased properties, rights-of-way, easements, rights in unit agreements, spacing or pooling orders, title opinions, joint operating agreements, and any other related agreements, all surface and down-hole equipment, gathering systems, fixtures, and other personal property used or obtained in connection therewith. At closing, Purchaser shall pay Sellers the Purchase Price, as adjusted below.
- 2. Effective Date. The effective date of this Agreement shall be at 7:00 A.M., March 1, 2025 ("Effective Date"). Sellers shall be entitled to receive all proceeds for production occurring before the Effective Date, and Purchaser shall be entitled to all proceeds for production occurring after the Effective Date.. All costs and expenses incurred for operations in any way attributable to the Properties before the Closing Date will be paid by Sellers. All costs and expenses incurred for operations in any way attributable to the Properties on Exhibit "A" after this Effective Date will be paid by Purchaser. Any invoices that are normal/direct operating expenses shall be reimbursed by Purchaser at closing. The plugging of the #8 well, moving of the equipment to the #6 well, and acid job done to the disposal well shall not be reimbursed by the Purchaser due to being done prior to this agreement.

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- 3. <u>Property Tax</u>. Ad valorem property taxes for 2025 will be paid 2/12<sup>th</sup> by Seller and 10/12<sup>th</sup> by Purchaser based on 2024 tax amounts paid. Seller shall immediately inform the Treasurer's office in the affected counties of this change of ownership upon closing of this sale. Sellers warrant that all property taxes for previous years have been paid.
- 4. <u>Assignment</u>. Upon closing and payment in full, Sellers will deliver to Purchaser, fully executed assignments, in the format to be provided by Purchaser, reflecting the interests as defined on Exhibit "A." Purchaser shall prepare and deliver assignments to Sellers prior to closing for execution.
- 5. <u>Indemnification</u>. Prior to the closing date, Sellers shall have full responsibility for the Properties and shall protect, defend, indemnify 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 Properties. After the closing date, Purchaser shall have full responsibility for the Properties and shall protect Sellers as described above. The terms of this paragraph shall survive the closing of this transaction.
- 6. <u>Operations</u>. Purchaser shall assume operations of the Properties at closing and Sellers will deliver to Purchaser, executed T-1 forms as required by the Kansas Corporation Commission, citing Purchaser as operator.
- 7. <u>Closing Date</u>. Purchase Price (subject to adjustments described herein) will be paid in cash at closing which shall occur on or before April 1, 2025.
- 8. <u>Due Diligence</u>. This Agreement is subject to due diligence by Purchaser. Purchaser agrees to have this process completed by March 26, 2025.
- 9. <u>Title</u>. This Agreement shall be subject to title verification by Purchaser prior to closing. Purchaser agrees to have their title verification completed by March 26, 2025, giving the Sellers the opportunity to cure title by April 1, 2025. In the event that Sellers are unable to cure title to the Properties to Purchaser's complete satisfaction by closing date, Purchaser may elect to terminate this Agreement or accept the title that Purchaser is satisfied with and renegotiate the Purchase Price to reflect the reduced value of the Properties.

All costs and liability associated with the due diligence activities shall be borne solely by Purchaser. Due diligence shall include, but not be limited to, the following:

A. Inspection and verification by Purchaser that all saltwater disposal systems, gathering systems, injection wells, and other facilities are in compliance with State and Federal regulations. Purchaser shall have, in the event of non-compliance that could affect the value of any Property, the

option of either terminating this Agreement, or assuming responsibility for bringing the systems into compliance and renegotiating the Purchase Price to reflect the reduced value of each such Property due to such noncompliance.

B. Inspection and verification of environmental compliance. Should any liability be determined, that could affect the value of any Property, Purchaser shall have the option of either terminating this Agreement, or assuming responsibility for bringing each such Property into compliance and renegotiating the Purchase Price to reflect the reduced value of the Property.

C. Inspection and/or verification of production, equipment, costs, and facilities. This due diligence would include site inspections, file examination, contract review, production tests, financial audits and any other procedures deemed necessary by Purchaser. If any discrepancies arise in property, production, facilities, costs, or equipment from Seller's representations, Purchaser may terminate the Agreement or renegotiate the Purchase Price accordingly.

### 10. Miscellaneous:

A. <u>Prior Agreements</u>. Purchaser requires, and Seller agrees, that any agreements currently in place between Seller and any other party that pertain in any way to the Properties, which are not of record, shall be provided to Purchaser within five (5) business days after the execution of this Agreement for review. Purchaser shall then have five (5) business days to notify Seller of any action required by Purchaser to address and/or remediate any issues found within said agreements. Such agreements shall include, but not be limited to, any written contracts, AMI agreements, stipulations, interest back-ins or any other written or verbal agreement. At Purchaser's request, Seller agrees to terminate any agreements affecting the working and/or the net revenue interests as represented on Exhibit "A."

B. <u>Seller</u>. Sellers have all requisite power and authority to own and sell the Properties, to carry on its business as presently conducted, to execute, deliver, and perform this Agreement and each other document executed or to be executed by Sellers in connection with the transactions contemplated herein. The execution, delivery, and performance by Sellers of this Agreement and each other document executed or to be executed by Sellers in connection and the consummation by it of the transaction have been duly authorized by all necessary parties.

C. <u>Operations Prior to Closing</u>. From the date of execution hereof to the closing, Sellers will maintain the Properties in a manner consistent with past

practices. Sellers agree to maintain the insurance now in effect with respect to the Properties through the date of closing. From the date of execution of this Agreement to the closing date, Sellers shall pay its proportionate shares of all Property expenses incurred in connection with the ownership or operations of the Properties. Sellers will timely notify Purchaser of proposed activities and major capital expenditures that could reasonably be expected to cost in excess of \$10,000 per activity net to Sellers' interests conducted on the Properties and will keep Purchaser timely informed of all material developments affecting any of the Properties. If any material adverse change occurs to the condition, value, or operation of the Properties before Closing, Purchaser shall have the right to terminate this Agreement or renegotiate the Purchase Price. Without the prior written consent of Purchaser, Sellers shall not:

1. Enter into any new agreements or commitments with respect to the Properties which extend beyond the closing.

2. Commit to or incur any expenditure in excess of \$10,000 (net to Sellers' interest) with respect to any part of the Properties, except in case of an emergency.

3. Abandon any well or release (or permit to terminate) or modify or reduce its rights under all or any portion of any of the leases.

4. Enter into any agreement or instrument for the sale, treatment, or transportation of production from the Properties (except for sales agreements terminable on no more than 30 days' notice).

5. Encumber, sell, or otherwise dispose of any of the Properties, other than personal property that is replaced by equivalent property or consumed in the normal operation of the Properties; and

6. Except where necessary in the event of an emergency regarding Seller's interest in the Properties, propose (i) the drilling of any additional wells, (ii) the deepening, plugging back or reworking of any well, (iii) the conducting of any other operations which require consent under the applicable operating agreement, or (iv) the conducting of any other operations other than the normal operation of the existing wells on the Properties.

D. <u>Litigation</u>. Sellers have not received a written claim or written demand notice that has not been resolved that would adversely affect any of the Properties. There are no actions, suits, ongoing governmental investigations, written governmental inquiries or proceedings pending or, threatened against any Sellers or any of the Properties.

E. Judgments. There are no unsatisfied judgments or injunctions issued by a court of competent jurisdiction or other governmental agency outstanding against Sellers that would be reasonably expected to materially interfere with the operation of any of the Properties, or materially affect the value of any of the Properties.

F. <u>Governing Law</u>. This Agreement and this transaction and any arbitration or dispute resolution conducted pursuant hereto shall be construcd in accordance with, and governed by, the laws of the State of Kansas

G. Entire Agreement. This Agreement constitutes the entire understanding among the parties, their respective members, shareholders, officers, directors, 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. Each Exhibit attached to this Agreement is incorporated into the Agreement.

H. Agreement Assignability. Unless otherwise provided herein, these terms and conditions will be binding on, and inure to the benefit of Purchaser and Sellers and their respective heirs, representatives, successors, and assigns.

ATTEST:

Jessel & rusilent

ATTEST:

Mike Kiton

Agreed and accepted this 12+h day of March, 2025.

Michael D. Weifert Oil Company

Agreed and accepted this // #/ day of March, 2025.

and s

Trans Pacific Oil Corporation

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## Exhibit "A"

Lease	Location	WI	NRI
Riedel	SW/4 of Section 5-T14S-19W Ellis County, KS	100%	82.03125%

End of Exhibit "A"

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