

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
July 2014

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: _____

Title: _____

Signature: _____

Oil / Gas Purchaser: _____

Date: _____

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 _____
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Form KSONA-1

July 2014

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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 (House Bill 2032), 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: _____

Quitclaim, Conveyance and Bill of Sale

This Quitclaim, Conveyance and Bill of Sale Agreement ("Agreement"), dated November 16, 2018 is made by and between Carl O. Clapp, dba Clapp Oil (collectively "Clapp") with an address of 27064 308th Road, Cedarvale, KS 67024, and Belport Oil, Inc. ("Belport"), with an address of 10835 E. 45th Street, Suite 206, Tulsa, OK 74146-3809

WITNESSETH:

BACKGROUND: Belport once owned a leasehold working interest in and to the Zimmerman R oil & gas lease ("Lease") located in the NE/4 of Section 9 - 34s - 8e, Cowley County, KS. This Lease has expired and has been terminated for non-production. There were three wells on this Lease when Belport it was producing by Belport. Belport recently plugged two of those three wells. This Agreement pertains to the remaining wellbore located in the NE/4 of Section 9 - 34s- 8e; this well is the Zimmerman R-2. Clapp has purchased the land and minerals under the said NE/4 and now wishes to operate and produce the Zimmerman R-2 as a registered Kansas Operator.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

- 1) Closing Time and Place: The closing ("Closing") of this transaction will occur when this Agreement is signed and executed by both Parties.
- 2) Transfer and Sale of Assets: At said closing, Belport will sell, assign, convey, transfer, quitclaim and deliver all (100%) of its interest, if any, in and to the Zimmerman R-2 wellbore and its appurtenant lease and well equipment (collectively "R-2") unto Clapp, free and clear of all liens, claims and encumbrances to the extent, and only to the extent that such were created by, through and/or under Belport, and Clapp will purchase, acquire and accept all of the Belport's right, title and interest, if any, in and to the R-2.
- 3) Effective Date: The sale, assignment, conveyance and transfer of the R-2 to the Clapp, as herein provided, shall be made effective as of 7:00 AM, May 1, 2018.
- 4) NO Warranties re Title or Equipment: Belport's transfer, conveyance and quitclaim of the R-2 to Clapp is made on an "AS IS, WHERE IS" basis without warranties as to Ownership, Fitness or Suitability. CLAPP agrees to accept and assume ownership of the R-2 wellbore, equipment and related facilities in their present condition without warranty as to said equipment's merchantability, suitability for a particular purpose, or serviceability, either express or implied.
- 5) Consideration: The purchase price paid by Clapp to Belport is TEN DOLLARS (\$10) and other good and valuable consideration, the receipt of which is hereby acknowledged.
- 6) Production Entitlements: Seller shall be entitled to all Production and the proceeds of all oil produced prior to the Effective Date. Purchaser shall be entitled to all Production and the proceeds thereof as of the Effective Date. All oil in the tanks, knockouts and gunbarrel as of 7:00 am, October 1, 1989 will become the property of Beresco.
- 7) Expense Liabilities: Belport shall be solely responsible for all liabilities, obligations, costs, taxes and expenses incurred before the Effective Date. Clapp shall be solely responsible for all liabilities, obligations, costs, taxes and expenses attributable to the ownership of the R-2 which arise or accrue on or after the Effective Date and shall indemnify and hold Belport and its officers and owners harmless therefrom. Upon closing, Clapp shall assume all plugging and other operational liabilities as of the effective date and shall restore the R-2 to production before December 1, 2018. Clapp also will take all action required to cause Clapp to become recognized as the official operator of the R-2 by the State of Kansas.

- 8) Indemnification: Clapp and its successors and assigns agree and warrant to indemnify and hold Belport and its officers, directors, owners, employees and successors and assigns harmless from all claims, demands, loss, risk, expense or liability of any kind arising out of Clapp's ownership and operation of the R-2. This indemnity shall cover all of Clapp's operations of the R-2, including but not limited to, producing the R-2, disposing of salt water and other wastes produced by the R-2, plugging and abandoning the R-2, salvaging its equipment, and restoring its premises to their previous use, all from and after the effective date of this sale. This indemnity shall extend to costs and reasonable attorney's fees.
- 9) Modification: This Agreement contains the entire agreement among the parties hereto with respect to the transactions contemplated herein and there are no agreements, warranties or representations which are not set forth herein. All prior negotiations, agreements and understandings are superseded hereby. This Agreement may not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.
- 10) Binding Effect: This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
- 11) Paragraph Headings: The paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATTEST:

CARL O. CLAPP, dba CLAPP OIL

Carl O. Clapp
Carl O. Clapp

ATTEST:

BELPORT OIL, INC.

Secretary

Mr. George L. Davenport
Mr. George L. Davenport, President

STATE OF KANSAS)
)
COUNTY OF COWLEY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 23 day of November, 2018, personally appeared Mr. Carl O. Clapp to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires 9-17-20.

Nancy G. Luis
Notary Public



