

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

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**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **April 17, 2019**

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**TRANSATLANTIC PETROLEUM LTD.**

(Exact name of registrant as specified in its charter)

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**Bermuda**

(State or other jurisdiction of  
incorporation)

**001-34574**

(Commission File Number)

**None**

(IRS Employer  
Identification No.)

**16803 Dallas Parkway**

**Addison, Texas**

(Address of principal executive offices)

**75001**

(Zip Code)

Registrant's telephone number, including area code: **(214) 220-4323**

(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01 Entry into a Material Definitive Agreement.**

On April 17, 2019 and effective as of August 1, 2017, TransAtlantic Petroleum Ltd. (the “Company”) and its subsidiaries and Longfellow Energy, LP, Viking Drilling, LLC, Riata Management, LLC, LFN Holdco LLC, Red Rock Minerals, LP, Red Rock Minerals II, LP, Red Rock Advisors, LLC, Production Solutions International Limited, and NexLube Operating, LLC and their subsidiaries (collectively, the “Riata Entities”) entered into the Third Amendment (the “Third Amendment”) to the Service Agreement, dated August 6, 2008 and effective as of May 1, 2008 (the “Service Agreement”), as previously amended by the Amendment, dated February 9, 2009 and effective as of October 1, 2008 (the “First Amendment”), and the Second Amendment, dated and effective as of March 20, 2017 (the “Second Amendment”). The Third Amendment added and removed certain of the Riata Entities. Each of the Riata Entities is an affiliate of N. Malone Mitchell 3<sup>rd</sup>, the Company’s chairman and chief executive officer.

The foregoing description of the Third Amendment is qualified in its entirety by reference to the Third Amendment, which is filed herewith as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Descriptions of the Service Agreement and the First Amendment are included in the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on February 12, 2009 (the “February 12, 2009 Form 8-K”). The descriptions of the Service Agreement and the First Amendment are qualified in their entirety by reference to the full text of the Service Agreement and the First Amendment, which were filed as Exhibits 10.1 and 10.2, respectively, to the February 12, 2009 Form 8-K and are incorporated herein by reference.

A description of the Second Amendment is included in the Company’s Annual Report on Form 10-K filed with the SEC on March 22, 2017 (the “March 22, 2017 Form 10-K”). The description of the Second Amendment is qualified in its entirety by reference to the full text of the Second Amendment, which was filed as Exhibit 10.22 to the March 22, 2017 Form 8-K and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) *Exhibits.*

<b>Exhibit No.</b>	<b>Description of Exhibit</b>
10.1	<a href="#"><u>Third Amendment to Service Agreement, dated April 17, 2019 and effective as of August 1, 2017, by and among TransAtlantic Petroleum Ltd. and its subsidiaries and Longfellow Energy, LP, Viking Drilling, LLC, Riata Management, LLC, LFN Holdco LLC, Red Rock Minerals, LP, Red Rock Minerals II, LP, Red Rock Advisors, LLC, Production Solutions International Limited, and NexLube Operating, LLC and their subsidiaries</u></a>

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: April 17, 2019

### TRANSATLANTIC PETROLEUM LTD.

By: /s/ Tabitha T. Bailey  
Tabitha T. Bailey  
Vice President, General Counsel, and Corporate Secretary

### THIRD AMENDMENT TO SERVICE AGREEMENT

This Third Amendment to Service Agreement (this “*Agreement*”), executed on April 17, 2019 (the “*Execution Date*”) and effective August 1, 2017 (the “*Effective Date*”), is by and among, TransAtlantic Petroleum Ltd., a Bermuda exempted company, and its subsidiaries (“*TransAtlantic*”) and Longfellow Energy, LP, a Texas limited partnership (“*Longfellow*”), Viking Drilling, LLC, a Nevada limited liability company (“*Viking*”), Riata Management, LLC, an Oklahoma limited liability company (“*Riata*”), LFN Holdco LLC, a Texas limited liability company (“*LFN*”), Red Rock Minerals, LP, a Delaware limited partnership (“*RRM*”), Red Rock Minerals II, LP, a Delaware limited partnership (“*RRM II*”), Red Rock Advisors, LLC, a Texas limited liability company (“*RRA*”), Production Solutions International Limited, a Bermuda exempted company (“*PSIL*”), and NexLube Operating, LLC, a Delaware limited liability company (“*NexLube*”), and their subsidiaries (collectively, the “*Riata Entities*”).

#### RECITALS:

WHEREAS, on August 6, 2008, TransAtlantic, Longfellow, Viking, Longe Energy Limited, a Bermuda limited liability company (“*Longe Energy*”), and Riata entered into that certain Service Agreement, dated effective May 1, 2008 (as amended, the “*Service Agreement*”);

WHEREAS, on February 9, 2009, TransAtlantic Longfellow, Viking, Longe Energy, Medoil Supply LLC, a Texas limited liability company (“*MedOil*”), and Riata entered into that certain Amendment to Service Agreement, dated effective October 1, 2008;

WHEREAS, on March 20, 2017, TransAtlantic, Longfellow, Viking, Riata, Longfellow Nemaha, LLC, a Texas limited liability company (“*Longfellow Nemaha*”), RRM, RRA, PSIL, and NexLube entered into that certain Second Amendment to Service Agreement, dated effective March 20, 2017;

WHEREAS, on May 31, 2018 and effective June 5, 2018, each of TransAtlantic and Longfellow Nemaha agreed to terminate their rights with respect to one another under the Service Agreement;

WHEREAS, TransAtlantic and the Riata Entities wish to amend the Service Agreement to remove Longfellow Nemaha as a party and to add LFN and RRM II and their subsidiaries as parties to the Service Agreement and amend certain provisions of the Service Agreement;

WHEREAS, pursuant to the Service Agreement, the Riata Entities may provide certain services to TransAtlantic in connection with TransAtlantic’s operations; and

WHEREAS, pursuant to the Service Agreement, TransAtlantic may provide certain services to the Riata Entities in connection with the Riata Entities’ operations;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the parties hereto (collectively, the “*Parties*” and each individually a “*Party*”) agree as follows:

1. Longfellow Nemaha is hereby removed as a party to the Service Agreement effective June 5, 2018.
  2. LFN is hereby added as a party to the Service Agreement.
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3. RRM II is hereby added as a party to the Service Agreement.

4. Section 11.02 of the Service Agreement is hereby amended by deleting subsections (a) and (b) and replacing them with the following:

a. “If to the Riata Entities:  
Riata Management, LLC  
Attn: Michael Haynes  
16803 North Dallas Parkway  
Addison, TX 75001  
972.590.9931 – Telephone  
972.590.9931 – Facsimile  
[michael.haynes@riatacg.com](mailto:michael.haynes@riatacg.com)”

b. “If to TransAtlantic:  
TransAtlantic Petroleum Corp.  
Attn: Tabitha Bailey  
16803 North Dallas Parkway  
Addison, TX 75001  
214.265.4708 – Telephone  
214.265.4708 – Facsimile  
[tabitha.bailey@tapcor.com](mailto:tabitha.bailey@tapcor.com)”

5. Except as modified and amended hereby, the Parties acknowledge and agree that the Service Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date Effective Date hereof.

***[Signature Pages to Follow]***

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**TRANSATLANTIC:**

TransAtlantic Petroleum Ltd.  
A Bermuda exempted company

By: /s/ Tabitha T. Bailey  
Tabitha T. Bailey, Vice President

**RIATA ENTITIES:**

Longfellow Energy, LP  
A Texas limited partnership  
By: Deut 8, LLC, Its General Partner

By: /s/ N. Malone Mitchell 3<sup>rd</sup>  
N. Malone Mitchell 3<sup>rd</sup>, Manager

Viking Drilling, LLC  
A Nevada limited liability company

By: /s/ N. Malone Mitchell 3<sup>rd</sup>  
N. Malone Mitchell 3<sup>rd</sup>, Manager

Riata Management, LLC  
An Oklahoma limited liability company

By: /s/ N. Malone Mitchell 3<sup>rd</sup>  
N. Malone Mitchell 3<sup>rd</sup>, Manager

LFN Holdco LLC  
A Texas limited liability company

By: /s/ N. Malone Mitchell 3<sup>rd</sup>  
N. Malone Mitchell 3<sup>rd</sup>, Manager

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Red Rock Minerals, LP  
A Delaware limited partnership  
By: Red Rock GP, LP  
Its: General Partner  
By: Red Rock UGP, LLC  
Its: General Partner  
By: Stack Play Minerals Management, LLC  
Its: Manager

By: /s/ Noah M. Mitchell 4<sup>th</sup>  
Noah M. Mitchell 4<sup>th</sup>, Manager

Red Rock Minerals II, LP  
A Delaware limited partnership  
By: Red Rock GP, LP  
Its: General Partner  
By: Red Rock UGP, LLC  
Its: General Partner  
By: Stack Play Minerals Management, LLC  
Its: Manager

By: /s/ Noah M. Mitchell 4<sup>th</sup>  
Noah M. Mitchell 4<sup>th</sup>, Manager

Red Rock Advisors, LLC  
A Texas limited liability company  
By: Stack Play Minerals Management, LLC  
Its: Manager

By: /s/ Noah M. Mitchell 4<sup>th</sup>  
Noah M. Mitchell 4<sup>th</sup>, Manager

Production Solutions International Limited  
A Bermuda exempted company

By: /s/ N. Malone Mitchell 3<sup>rd</sup>  
N. Malone Mitchell 3<sup>rd</sup>, Director

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NexLube Operating, LLC  
A Delaware limited liability company  
By: NexLube Management, LLC  
Its: Manager

By: /s/ N. Malone Mitchell 3<sup>rd</sup>  
N. Malone Mitchell 3<sup>rd</sup>, Manager