

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: _____

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 _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRDL/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	Circle 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	_____	_____
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_____	_____	_____ 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.

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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: _____

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") made and entered into this 15th day of January, 2019 is by and between

Carmen Schmitt Inc.
P.O. Box 47
Great Bend, KS 67530
hereinafter referred to as "Assignor", and

Spiral Petroleum, LLC

hereinafter referred to as "Assignee".

WITNESSETH:

WHEEAS, Assignor has agreed to sell and Assignee has agreed to purchase all of the Affignor's interest in the following lease(s) and well(s) ("Assets"):

LEASE

Lessor: G-S-L Inc., Larry Buster, Vice President
Lessee: Carmen Schmitt
Dated: May 7, 1986
Recorded: Book 199, Page 323
Lands: T16S-R21W, Sec. 6: NE/4

WELLS

GSL #2
GSL #3
RYAN #3 SWD

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby quitclaim, grant, bargain, sell, assign and convey unto Assignee att the right title and interest, both at law and in equity, the Assignor may own in and to the above Assets, including, but not limited to, any interest Assignor may have in any working interests in wells or leases and any associated farmout agreements, assignments, gas sales contracts, division orders, operating agreements, rights of way, easements, and any other agreements.

Assignor makes no representations or warranty as to the condition of the Assets conveyed hereby, nor as to the quality, size, quantity, weight, condition or existence of any equipment or personal property thereon related to the Assets, and Assignee accepts the same on an "AS IS, WHERE IS" basis.

Assignee hereby expressly agrees to assume any and all operating, plugging or abandonment costs hereinafter incurred on the interests hereby conveyed. Assignee, by the execution hereof, agrees to indemnify and hold harmless the Assignor from and against any and all liabilities, costs or damages which may arise after the effective date of the Assignment and Bill of Sale.

The effective date of this Assignment is January 1, 2019. All revenue on production generated after the effective date shall be owned by Assignee. Assignee further agrees to faithfully carry out all of the express and implied covenants and undertakings of the leases and/or agreements covering the Assets hereby assigned.

The terms, covenants and conditions of this Assignment shall extend to and be binding upon the successors, legal representatives and assigns of the parties hereto.

This Assignment may be executed in any number of counterparts to facilitate the recordation of the same and each such counterpart shall be deemed to be an original and all such counterparts together shall constitute but one and the same Assignment.

ASSIGNOR

Carmen Schmitt Inc.

By: Carmen Schmitt
Carmen Schmitt, Secretary

ASSIGNEE

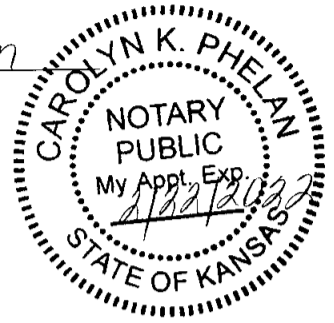
Spiral Petroleum, LLC

By: Francis Hitschmann
Francis Hitschmann, Managing Member

STATE OF KANSAS, COUNTY OF BARTON, SS.

The foregoing instrument was acknowledged before me this 21st day of December, 2018, by Carmen Schmitt, Secretary of Carmen Schmitt Inc., for the uses and purposes therein set forth.

Carolyn K. Phelan
Notary Public



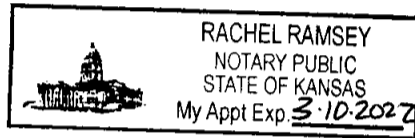
My commission expires: 2/22/2022

STATE OF KANSAS, COUNTY OF SEDGWICK, SS.

The foregoing instrument was acknowledged before me this 27 day of February 2019, by Francis Hitschmann for the uses and purposes therein set forth.

Rachel Ramsey
Notary Public

My commission expires: 3/10/2022



**ASSIGNMENT AND BILL OF SALE
FOR SALT WATER DISPOSAL AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT Rains & Williamson Oil Co., Inc., 220 W. Douglas, Suite 110, Wichita, Kansas 67202 (hereinafter called "Assignor"), for and in consideration of valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer, sell, assign and convey unto CARMEN SCHMITT INC., P. O. Box 47, Great Bend, Kansas 67530 (hereinafter called "Assignee") all of Assignor's right, title and interest in and to the certain Salt Water Disposal Agreement, dated October 11, 1995 by and between the Willa Hair Living Trust and Assignor, a copy of which is attached hereto as Exhibit "A", along with all of Assignor's right, title and interest in and to the well, well bore, pipelines, facilities, fixtures, and any and all other equipment situated upon or used in connection with operations of any kind or character related to the salt water disposal well being assigned herewith. The subject well is located as follows:

Ryan #2 Salt Water Disposal Well

The Center of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 6, Township 16 South, Range 21 West, Ness County, Kansas.

With respect to all wells, material and equipment covered hereby, this Assignment is made without warranty, expressed or implied, as to merchantability and fitness for particular purposes and Assignee accepts such wells, material and equipment "AS IS WHERE IS".

Assignee shall defend, indemnify and hold harmless Assignor from any and all losses, claims, demands, suits, liabilities and expenses arising out of or relating to the ownership or operation of the salt water disposal well herein assigned from and after the effective date hereof.

Assignee assumes all risks or liabilities related to environmental, health or safety related claims or damages resulting from acts or omissions, including releases of substances on, into or under the properties herein assigned from and after the effective date and shall indemnify and hold Assignor harmless from all loss, costs, remediation and liabilities resulting from such acts or omissions, as defined by present or future local, state or federal laws and regulations. Assignee agrees to comply with all laws, rules and regulations of the state of Kansas, and any other governmental authority.

The terms and provisions hereof shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, successors, and assigns, and such terms and provisions shall be covenants running with the interests assigned hereby.

IN WITNESS WHEREOF, this instrument is executed this 21st day of April, 2011, to be effective as of May 1, 2011, at 7:00 a.m.

ASSIGNOR

RAINS & WILLIAMSON OIL CO., INC.

By Juanita M. Green
Juanita M. Green

Title: President

ASSIGNEE

CARMEN SCHMITT INC.

By Carmen Schmitt
Carmen Schmitt

Title: Secretary



STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on the 21st day of April, 2011, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Juanita M. Green, President of Rains & Williamson Oil Co., Inc., who is personally known to me to be the same person who executed the foregoing instrument of writing in behalf of said company, and she duly acknowledged the execution of the same for herself and for said company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

By Patricia A. Thome
Patricia A. Thome, Notary Public

My Appointment Expires: 6-18-2013



STATE OF Kansas)
) ss:
COUNTY OF Barber)

BE IT REMEMBERED, that on the 25 day of April, 2011, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Carmen Schmitt, Secretary of Carmen Schmitt Inc., a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said company, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this 25 day of April, 2011.

By Debbie S. Kober
Notary Public

My Appointment Expires: Jan 3, 2014



STATE OF KANSAS }
NESS COUNTY } ss
FILED FOR RECORD THIS 30 DAY OF May
19 96 AT 10:40 O'CLOCK AM RECORDED IN
BOOK 251 PAGE 299
LUTTA SHANKLIN
REGISTER OF DEEDS
FEE \$10.00

SALT WATER DISPOSAL AGREEMENT

THIS AGREEMENT made and entered into this 11th day of October, 1995,
by and between the WILLA HAIR LIVING TRUST, as Lessor, and RAINS &
WILLIAMSON OIL CO., INC., of Wichita, Kansas, as Lessee,

WITNESSETH, THAT:

WHEREAS, Lessor, is the owner of the following described land located
in Ness County, Kansas, covering:

The Southwest Quarter (SW/4) of Section 6,
Township 16 South, Range 21 West, and
containing 160 acres, more or less

and,

WHEREAS, there is now located on a portion of said land a certain well
located in the Center of the Northwest Quarter of the Southeast Quarter of
the Southwest Quarter (C NW SE SW) of Section 6, Township 16 South, Range
21 West, Ness County, Kansas, known as the Ryan #2 well, which Lessee is
using as a water input or disposal well for the disposal of salt water produced
from wells in the vicinity, currently being disposed from.

NOW THEREFORE, in consideration of the premises and rental to be paid
by the Lessee to the Lessor, the receipt and sufficiency of which is hereby
acknowledged the parties agree as follows:

1. Lessor does hereby grant to Lessee the exclusive right to use the
aforesaid well as a disposal well for the disposal of salt water and other
deleterious substances produced from wells currently being disposed from and
to that end the Lessor does hereby lease and let unto Lessee a tract containing
approximately two (2) acres of land in the form of a square, two sides of which
run north and south and two sides of which run east and west and the center
of which square is the aforesaid well, known as the Ryan #2.

2. Lessor further grants, leases and lets unto the Lessee an easement
and right-of-way across the above described Southwest Quarter (SW/4) of
Section 6, Township 16 South, Range 21 West, Ness County, Kansas, for the
purpose of constructing, maintaining and operating and replacing pipe lines,
connections, structures and installations as may be necessary or convenient for
the transportation of salt water and other like fluids to the said disposal well
and for the operation, maintenance, cleaning, redrilling and repairing thereof
as a disposal well with full right of ingress and egress at all times.

SALT WATER DISPOSAL AGREEMENT (Ryan #2 - Rains & Williamson Oil Co., Inc.)

8. The disposal well shall be completed, operated and abandoned and plugged in accordance with the rules and regulations of the Kansas Corporation Commission and the laws of the State of Kansas.

9. It is further understood and agreed between the parties that notice to be given hereunder may be given to the Lessor at their last known address.

10. It is further understood and agreed between the parties that this Agreement and the terms and conditions hereof shall extend to and be binding upon the parties hereto, their respective heirs, executors, successors or assigns, of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto caused this Assignment to be executed on the day and year last above written.

WILLA HAIR LIVING TRUST

By: *Willa Hair Trustee*
TRUSTEE

PARTY OF THE FIRST PART

LESSOR

RAINS & WILLIAMSON OIL CO., INC.

By: *Juanita M. Green*
JUANITA M. GREEN, PRESIDENT

PARTY OF THE SECOND PART

LESSEE

STATE OF KANSAS)
) SS:
COUNTY OF NESS)

BE IT REMEMBERED, That on this 20th day of May, 1996, before me, the undersigned, a Notary Public in and for the County and State, aforesaid, came Willa Hair Trustee, Trustee of the WILLA HAIR LIVING TRUST, who is personally known to me to be the same person who executed the foregoing instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.

My Appointment Expires:
April 21, 2000

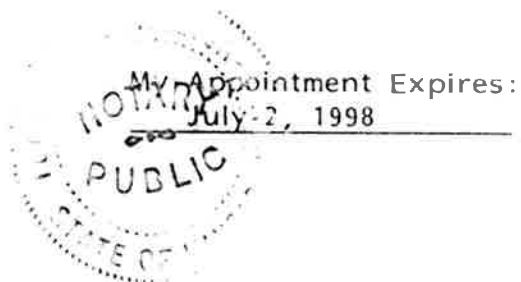
W. M. Abbey
Notary Public

SALT WATER DISPOSAL AGREEMENT (Ryan #2 - Rains & Williamson Oil Co., Inc.)

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 3rd day of May, 1996, before me, the undersigned, a Notary Public in and for the County and State, aforesaid, came JUANITA M. GREEN, PRESIDENT of RAINS & WILLIAMSON OIL CO., INC., who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said company, and she acknowledged the execution of the same for herself and for said company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year last above written.



Teresa L. Burleigh-Smith
Teresa L. Burleigh-Smith Notary Public