

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 \_\_\_\_\_

Side Two

**Must Be Filed For All Wells**

KDOR Lease No.: \_\_\_\_\_

\* Lease Name: \_\_\_\_\_ \* Location: \_\_\_\_\_

Well No.	API No. (YR DRLD/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)
		<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	_____
_____	_____	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	_____

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 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 \_\_\_ day of \_\_\_\_\_, 2022, and is entered into by and between SPIRAL ENERGY CORP (“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).

- 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 Exhibit A;
- b) all saltwater disposal agreements described on Exhibit A.
- c) the oil and/or gas wells, and the injection and disposal wells described on Article 2 (“Wells”);
- 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 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, 2022 ("Effective Time").

1.3 Purchase Price. As consideration for the Assets, at Closing Buyer shall pay to

## **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 2021, and all prior years. The Taxes for calendar year 2022 shall be prorated to closing based upon the 2021 taxes with Buyer being given a credit at closing for taxes owed by Seller. Buyer will then be responsible for paying the 2022 taxes.

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, 2022, (“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, runsheets, 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 accounts.

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 Sellers 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 12, 2022.

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

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:     Spiral Energy, Corp.  
                  Attn: Ron Amini  
                  130 Spring Park Dr. Suite 100  
                  Midland, TX 79705

To Buyer:     Gore, LLC  
                  202 S. St. Francis  
                  Wichita, KS 67202

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.

TexKan Exploration

Well Name	First Prod Date	Producing well count	Injector Count	Reservoir	NRI	County	Section	Township	Range	Total Acres	Jan 2022 Lease Total	Historical Lease Cum.	Well Cum Prod Thru 7/1/22	Disposal for Lease
Hurlbut #2, #3 & #4	7/29/2011	3		LKC	0.8203	Graham	21	9S	24W	160	92	213891	8289	Off-site
Leased Acreage										160				
Keith #1 Injector			1	LKC		Graham	21	9S	24W					
Totals										320				

Well Name	First Prod Date	Producing well count	SWD Count	Reservoir	NRI	County	Section	Township	Range	Gross Total Acres	June 2022 Lease Total	Historical Lease Cum.	Well Cum Prod Thru 7/1/22	Disposal for Lease	Annual SWD Fee	Annual Easement Fee	Polymer Treatments
Bragg #8 & Milfred #1-33	9/6/2013	2		ARB	0.845	Graham	33	9S	21W	160	43	569,135	8,970	DeYoung - Kuehnl			0
Cooley #1	12/30/2012	1		ARB	0.845	Graham	7	9S	21W	160	65	387,691	16,290	Thompson	\$ 2,400.00		1
Desair #1 & #2	11/1/2012	2		ARB	0.845	Graham	34	9S	21W	80	110	519,404	26,957	Desair			1 on #2
Desair-SWD			1	Cedar Hills		Graham	34	9S	21W								
DeYoung #2	5/17/2013	1		ARB	0.805	Graham	32	9S	21W	160	46	51,421	9,812	DeYoung			1
DeYoung SWD			1	Cedar Hills		Graham	32	9S	21W								
DeYoung - Kuehnl SWD			1	ARB		Graham	34	9S	21W								
Eichman #1	1/18/2013	1		ARB	0.810	Graham	32	9S	21W	40	69	67,054	18,335	DeYoung	\$ 1,200.00		1
Kuehnl #1, #2, #3 & #4	8/16/2013	4		ARB	0.823	Graham	34	9S	21W	160	215	447,403	44,390	DeYoung - Kuehnl	\$ 4,800.00		0
Pfeifer "A" #1	9/19/2013	1		Lansing	0.825	Graham	21	9S	25W	80	76	6,309	12,600	E&B offsite	\$ 300.00	\$ 500.00	N/A
Rudman #1	4/15/2013	1		ARB	0.808	Graham	5	10S	21W	80	23	10,227	7,090	DeYoung	\$ 1,200.00		1
Thompson SWD			1	ARB		Graham	7	9S	21W								
Truan Johnson #1 & #2	9/19/2012	2		ARB	0.800	Ellis	28	11S	18W	160	147	128,711	28,094	TexKan SWD		\$ 3,500.00	1 on #2
Totals		15	4							1,080	794	2,787,355	172,538		\$ 9,900.00	\$ 4,000.00	

Spiral 3

Well Name	Operator	First Prod Date	Producing well count	Reservoir	NRI	County	Section	Township	Range	Gross Total Acres	June 2022 Lease Total	Well Cum Prod Thru 7/1/22	Disposal for Lease
Groff Trust #1-26	Spiral Energy Corp	4/22/2016	1	Marmaton	0.8300	Trego	26	14S	21W	10	22 * only on 10 days	7,919	Off-site
Nelson North #1-17 & Nelson South #1-20 Lease	Spiral Energy Corp	4/24/2016	1 - Active (1-20) 1 - Inactive (1-17)	LKC	0.8000	Graham	17	9S	23W	20	28 * only on 17 days	11,836	Off-site
Berland #1	TexKan Exploration	9/28/2007	1	LKC	0.8450	Graham	33	7S	21W	160	67	28,387	Off-site
Totals			3 + 1 Inactive							190	117	48,142	



ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Spiral Energy Corp., for and in consideration of One Dollar, the receipt whereof is hereby acknowledged and the mutual promises set forth herein, does hereby sell, assign, transfer and set over unto Gore, LLC., all right, title, and interest in and to all of First Parties' working interest in and under the following Oil and Gas Lease, to-wit:

See Exhibit A attached

This assignment shall also assign the Saltwater Disposal Agreement and Easements listed on Exhibit A attached.

This assignment shall be subject to the outstanding overriding royalty interests as appear of record, or assigned prior to closing, if any. This assignment shall be effective as of August 1, 2022.

Together with the rights, incident thereto and the personal property located thereon, appurtenant thereto, or used or obtained in connection with the development and operation thereof, any contracts and agreements, relating to said oil and gas leases, lands and wells, including but not limited to operating agreements, gas purchase contracts and all rights and claims thereunder, crude oil sale agreements, farm-out agreements, salt water disposal agreements, easements, right of ways, and any and all other agreements pertaining to any of the aforesaid.

This assignment is made, executed, and delivered "as is", without warranty of any kind and no warranty shall be implied.

IN WITNESS WHEREOF, this instrument is executed as of the 29<sup>th</sup> day of July, 2022.

Spiral Energy Corp.

*[Handwritten Signature]*  
Ron Amini, President



STATE OF KANSAS GRAHAM COUNTY, KANSAS

DANI ROEDER REGISTER OF DEEDS

Book: 298 Page: 838-841

Receipt#: 43724

Pages Recorded: 4

Recording Fee: \$72.00

Date Recorded: 8/8/2022 9:54:22 AM

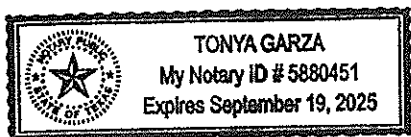
*[Handwritten Signature]*  
Jerry Cikanek

298/839

STATE OF TEXAS, MEDLAND COUNTY) ss:

The above and foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 2022, by Ron Amini, President of Spiral Energy Corp.

Tonya Garza  
Notary Public



STATE OF KANSAS, ELLIS COUNTY, SS  
Rebecca Herzog, Registrar of Deeds

**Book: 1015 Page: 766-769**

Receipt #: 256796  
Pages Recorded: 4

Total Fees: \$72.00

Rebecca Herzog

Date Recorded: 8/12/22 9:05:06 AM



Photo ✓  
Direct pp  
In Direct pp  
Numerical pp  
Checked ✓

Exhibit A  
Spiral Energy Corp to Gore, LLC

Lease Name	Lessor	Lessee	Lease Date	S-T-R	Description	County	State	Book	Page
Bragg # 8 & Milfred #1-33	Milfred D. DeYoung and Norma Jean DeYoung, Trustees of Milfred D. DeYoung Living Trust, dated March 13, 2001, and Trustees of the Norma Jean DeYoung Living Trust, dated March 13, 2001	J. Fred Hambricht, Inc.	6/21/2013	33-95-21W	SE/4	Graham	KS	262	546-547
Coolley #1	Windry Hill, LLC and Prairie Orlton, LLC	J. Fred Hambricht, Inc.	11/2/2012	7-95-21W	SE/4	Graham	KS	258	925-926
Desair #1 & #2	Henry F. Desair and Mary C. Desair, his wife	Spiral Energy Corp.	8/3/2012	31-95-21W	SE/4	Graham	KS	256	923-925
DeYoung #2	Milfred D. DeYoung and Norma Jean DeYoung, Trustees of the following Trusts: 1. Milfred D. DeYoung Living Trust, dated March 13, 2001; 2. Norma Jean DeYoung Living Trust, dated March 13, 2001	Blackwoods Oil Investments, LLC	5/20/2009	32-95-21W	SE/4	Graham	KS	239	291-292
Rudman #1	Jane E. Adams	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	832-833
Rudman #1	Michael Stivers and Michelle Stivers	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	834-835
Rudman #1	Barkley R. Walker	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	836-837
Rudman #1	Wayne A. Stites and Sherry L. Stites	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	838-839
Rudman #1	Wilbur R. Stites and Barbara J. Stites	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	840-841
Rudman #1	Melva Jean Vermich, Trustee of the Melva Jean Vermich Revocable Trust, dated November 11, 1999	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	842-843
Rudman #1	Christopher J. Cummings	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	844-845
Rudman #1	Allen K. Trekle and Carol Trekle	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	846-847
Rudman #1	Charles M. Stites and Sandy A. Stites	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	848-849
Rudman #1	Max A. Rudman and Julie A. Rudman	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	850-851
Rudman #1	Young Living Trust, c/o Joye Young	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	852-853
Rudman #1	Garry B. Donart and Glenda A. Donart, Trustees of the Garry B. Donart and Glenda A. Donart Trust, dated April 2, 2002	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	854-855
Rudman #1	Carole J. Strve	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	856-857
Rudman #1	Katherine Crosby	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	858-859
Rudman #1	Linda Chapman	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	860-861
Rudman #1	Cameron Crosby	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	862-863
Rudman #1	Michelle Kioepfel, f/n/a Michelle Roach	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	864-865
Rudman #1	Fay L. Talarco	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	866-867
Rudman #1	Frank Missiner	Texkan Exploration, LLC	3/1/2012	5-105-21W	S/2 NE/4	Graham	KS	256	868-869

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Exhibit A  
Spiral Energy Corp to Gore, LLC

Rudman #1	Marguerite E. Irby	Texkan Exploration, LLC	3/1/2012	5-10S-21W	S/2 NE/4	Graham	KS	256	870-871
Rudman #1	Phyllis A. Trembley and Joe A. Trembley, Life Estate and Remainder Man Andrea Lynn Trembley	Texkan Exploration, LLC	3/1/2012	5-10S-21W	S/2 NE/4	Graham	KS	256	872-873
Rudman #1	Marlys K. Voss and Roy L. Voss	Texkan Exploration, LLC	3/1/2012	5-10S-21W	S/2 NE/4	Graham	KS	256	874-875
Rudman #1	Vera T. Rudman	Texkan Exploration, LLC	3/1/2012	5-10S-21W	S/2 NE/4	Graham	KS	256	876-877
Rudman #1	Suzan E. Patton and Michael L. Patton	Texkan Exploration, LLC	3/1/2012	5-10S-21W	S/2 NE/4	Graham	KS	256	878-879
Rudman #1	Richard L. Rudman and Shiley J. Rudman	Texkan Exploration, LLC	3/1/2012	5-10S-21W	S/2 NE/4	Graham	KS	256	880-881
Rudman #1	Patrick C. Stivers and Kimberly Stivers	Texkan Exploration, LLC	3/1/2012	5-10S-21W	S/2 NE/4	Graham	KS	256	882-883
Rudman #1	Sally M. Pfifer and Gary D. Pfifer	Texkan Exploration, LLC	3/1/2012	5-10S-21W	S/2 NE/4	Graham	KS	256	884-885
Rudman #1	Yvonne Stivers	Texkan Exploration, LLC	3/1/2012	5-10S-21W	S/2 NE/4	Graham	KS	256	886-887
Rudman #1	Stephen Huffman and Kathryn Huffman	Texkan Exploration, LLC	3/1/2012	5-10S-21W	S/2 NE/4	Graham	KS	257	571-572
Rudman #1	Daniel Harrington, as Attorney-in-Fact for Tinkham Veale, II, single	J. Fred Hambricht, Inc.	9/12/2012	5-10S-21W	S/2 NE/4	Graham	KS	257	693-694
Rudman #1	Charles F. Strye and Carole J. Strye, his wife	J. Fred Hambricht, Inc.	9/21/2012	5-10S-21W	S/2 NE/4	Graham	KS	259	113-114
Rudman #1	Michael J. O'Leary and Sondra L. O'Leary, his wife	J. Fred Hambricht, Inc.	11/2/2012	5-10S-21W	S/2 NE/4	Graham	KS	258	921-922
Rudman #1	Anita Woodworth, c/o Stephen Huffman	Texkan Exploration, LLC	10/29/2012	5-10S-21W	S/2 NE/4	Graham	KS	259	520-521
Rudman #1	John O'Leary and Leslie O'Leary, his wife	J. Fred Hambricht, Inc.	12/19/2012	5-10S-21W	S/2 NE/4	Graham	KS	259	526-527
Rudman #1	Shane A. Rudman and Gina C. Rudman, husband and wife	Texkan Exploration, LLC	1/7/2013	5-10S-21W	S/2 NE/4	Graham	KS	260	89-90
	Roger Keith Eichman and Jean Eichman, his wife, Robert Baer and Sondra Baer, Trustees of the Robert and Sondra Baer Living Trust dated September 1, 2004 and Sondra Gale Baer and Robert Baer, her husband	J. Fred Hambricht, Inc.	12/28/2010	32-9S-21W	NE/4 NE/4	Graham	KS	249	9-12
Kuehl #1, #2, #3, & #4	Kuenl Family Limited Partnership, Charles M. Kuenl, GP	Mark Voss	6/17/2013	34-9S-21W	SW/4	Graham	KS	262	228-229
Pfeifer "A" #1	Allen Pfeifer and Alfrieda Pfeifer, his wife	J. Fred Hambricht, Inc.	10/15/2021	21-9S-25W	N/2 SW/4	Graham	KS	356	452-454
Truan Johnson #1 & #2	Donald W. Johnson and Joyce C. Johnson, his wife	Meridian Energy, Inc.	7/3/2008	28-11S-18W	NW/4 ✓	Ellis	KS	698	649-650
Thompson SWD	Timothy C. Tompson and Karen Thompson, husband and wife	Blake Exploration, LLC		7-9S-21W	NE/4	Graham	KS		
Desair SWD				34-9S-21W		Graham	KS		
DeYoung SWD				32-9S-21W		Graham	KS		
DeYoung-Kuehl SWD				34-9S-21W		Graham	KS		

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