

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

_____ is acknowledged as the new operator of the above named lease containing the surface pit

Permit No.: _____ . Recommended action: _____

permitted by No.: _____ .

Date: _____

Date: _____

Authorized Signature

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		
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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: _____

STATE OF KANSAS)
) SS.
COUNTY OF SCOTT)

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale, and Conveyance (“**Assignment**”), dated effective August 1, 2024 at 7:00am CDT (“**Effective Time**”), is from **Slawson Exploration Company, Inc., Alameda Energy, Inc., and Slawson Resources Company**, 245 N. Waco Ave., Suite 400, Wichita, KS 67202 (collectively, “**Assignor**”) to **Spiral Petroleum, LLC**, 5800 W. 29th St. N., Wichita, KS 67205 (“**Assignee**”). Assignor and Assignee may be referred to individually as a “**Party**” or collectively as the “**Parties.**”

For \$100.00 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor grants, bargains, sells, conveys, assigns, transfers, sets over and delivers unto Assignee, effective as of the Effective Time, all of Assignor’s right, title, and interest in, to and under the following (collectively, the “**Assets**”), excepting and reserving unto Assignor the “**Excluded Assets**”:

(a) the oil and gas lease described on Exhibit A (“**Lease**”), and any renewals, extensions, or modifications of the Lease, and the leasehold estates created by the Lease, and all of the working interest, net revenue interest, operating rights, and record title attributable or allocable to the Lease or leasehold interests of Assignor thereunder;

(b) the oil and gas well and salt water disposal well listed on **Exhibit B** (“**Well**” and “**SWD**”), including all personal property, equipment and facilities located on or used in association with the Lease, Well, and SWD (collectively, the “**Equipment**”);

(c) all oil, gas, condensate and/or other liquid or gaseous hydrocarbons or any combination thereof or products therefrom (collectively, “**Hydrocarbons**”), if any, produced from or attributable to the Lease after the Effective Time, and proceeds from such Hydrocarbons. **Accordingly, Assignor is entitled to proceeds attributable to the Hydrocarbons stored in the tanks as of the Effective Time.**

(d) to the extent transferable or assignable, all presently existing and valid unitization, communitization, and pooling orders and agreements, and the units created thereby which relate to the Lease, including, but not limited to, any and all units formed under orders, regulations, rules, and other official acts of the governmental authority having jurisdiction, together with any right, title, and interest created thereby in the Lease;

(e) to the extent transferable, all contracts, product sales agreements, product transportation agreements, processing agreements, agreements, easements, permits, licenses, rights-of-way, pipelines, surface leases, and any other surface rights and estates that are associated with the Lease, Well, and SWD, including the contracts described on **Exhibit C (“Contracts”)**;

(f) copies of all files, title materials, maps, books, records, non-proprietary and non-interpretive geological and geophysical data used or obtained in connection with the Lease, Well, and SWD (**“Records”**).

The Excluded Assets. Assignor specifically reserves and retains and the Assets do not include the following (the **“Excluded Assets”**):

- i. proceeds attributable to the oil in stock as of the Effective Time.

**TO HAVE AND TO HOLD THE ASSETS UNTO ASSIGNEE AND ITS SUCCESSORS AND ASSIGNS
FOREVER.**

This Assignment is made subject to the following terms and conditions, and the Parties agree as follows:

1. This Assignment is subject to the terms of the Letter Agreement between the Parties dated effective August 1, 2024 (**“Agreement”**). Capitalized terms used in this Assignment but not defined shall be given the meaning ascribed to such term in the Agreement. If there is a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control to the extent of the conflict. Accordingly, the terms of the Agreement shall remain separate and distinct from and not merge with the terms of this Assignment.

2. Assignor warrants title to the Assets from and against all persons claiming by, through and under Assignor, but not otherwise, and except for that warranty, this Assignment is made without warranty of any kind, express, implied or statutory.

3. Assignor expressly disclaims and negates any warranty as to the condition of any of the Equipment, including without limitation, (i) any implied or express warranty of merchantability, (ii) any implied or express warranty of fitness for a particular purpose, (iii) any implied or express warranty of conformity to models or samples of materials, (iv) any rights of Assignee under applicable statutes to claim diminution of consideration, and (v) any claim by Assignee for damages because of defects, whether known or unknown, it being expressly understood by Assignee that said Equipment is being conveyed to Assignee **“AS IS, WHERE IS,”** with all faults and in its present condition and state of repair.

4. This Assignment shall inure to the benefit of, be binding upon, and be enforceable by the Parties and their respective successors, assigns, and legal representatives.

5. The terms, covenants, and conditions hereof shall be covenants running with the land and with each subsequent sale, transfer or assignment of the Assets, or any part thereof.

6. In entering into this Assignment, Assignee acknowledges and affirms that it has relied and will rely solely upon its independent analysis, evaluation and investigation of, and judgment with respect to, the Records, the business, economic, legal, tax or other consequences of acquisition of the Assets, including its own estimate and appraisal of the extent and value of the petroleum, natural gas and other reserves of the Assets, the value of the Assets and future operation, maintenance and development costs associated with the Assets. Assignee is aware of the geologic and operational risks associated with owning interests in oil and gas wells in the area of the Assets.

7. Assignee is a knowledgeable and sophisticated investor in the oil and gas business. Assignee understands and accepts the risks and absence of liquidity inherent in ownership of the Assets. Assignee acknowledges that the Assets are or may be deemed to be "securities" under the Securities Act of 1933, as amended, and certain applicable state securities or Blue Sky laws and that resales thereof may be subject to the registration requirements of such acts. The Assets are being acquired solely for Assignee's own account for the purpose of investment and not with a view to resale, distribution or granting a participation therein in violation of any securities laws.

8. Assignee assumes and agrees to pay, perform, fulfill and discharge its proportionate share of all claims, costs, expenses, liabilities and obligations accruing or relating to the owning, developing, exploring, operating or maintaining of the Assets before and after the Effective Time, including without (i) all environmental, plugging, abandonment, and reclamation costs associated with the Well, SWD and Lease and (2) all obligations arising under agreements covering or relating to the Assets ("**Assignee's Assumed Obligations**").

9. Assignee agrees to defend, indemnify, save and hold harmless, and release Assignor from all Losses arising from or related to Assignee's Assumed Obligations. "**Losses**" include, but are not limited to, any actual losses, costs, expenses (including litigation costs and fees), liabilities, damages, demands, suits, claims, and sanctions of every kind and character (including civil fines) arising from, related to or reasonably incident to matters indemnified against.

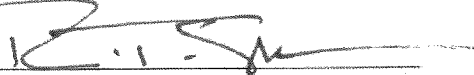
10. If either Party is required to obtain an attorney to enforce the provisions hereof, the non-prevailing Party agrees to pay the prevailing Party's reasonable attorney's fees and costs.

11. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute one Assignment.

[Signature Pages Follow.]

EXECUTED on the dates contained in the acknowledgments below, to be effective for all purposes as of the Effective Time.

ASSIGNOR:
SLAWSON EXPLORATION COMPANY, INC.

By: 
Name: R. Todd Slawson
Title: President

ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25 day of JULY, 2024, by R. Todd Slawson as President of Slawson Exploration Company, Inc., a Kansas Corporation, on behalf of the corporation.

WITNESS my hand and official seal.

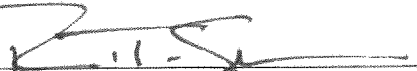
My commission expires: 6/8/2026



Notary Public

**JAMES CULBERTSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184024088
MY COMMISSION EXPIRES 06/08/2026**

**ASSIGNOR:
ALAMEDA ENERGY, INC.**

By: 
Name: R. Todd Slawson
Title: President


ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25th day of JULY, 2024, by R. Todd Slawson as President of Alameda Energy, Inc., a Kansas Corporation, on behalf of the corporation.

WITNESS my hand and official seal.


My commission expires: ~~6/8/2024~~
6/8/2026



Notary Public

**JAMES CULBERTSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184024088
MY COMMISSION EXPIRES 06/08/2026**

**ASSIGNOR:
SLAWSON RESOURCES COMPANY**

By: 
Name: R. Todd Slawson
Title: Vice President


ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25th day of JULY, 2024, by R. Todd Slawson as Vice President of Slawson Resources Company, a Kansas Corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires: 6/8/2026



Notary Public

**JAMES CULBERTSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184024088
MY COMMISSION EXPIRES 06/08/2026**

ASSIGNEE:
SPIRAL PETROLEUM, LLC

By: Francis Hitschmann
Name: Francis Hitschmann
Title: Managing-Member

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS.
COUNTY OF Barton)

The foregoing instrument was acknowledged before me this 15 day of July, 2024, by Francis Hitschmann as Managing-Member of Spiral Petroleum, LLC, a Kansas Limited Liability Company, on behalf of the company.

WITNESS my hand and official seal.

My commission expires: 7-6-2027

Staci Jo Urban
Notary Public
Staci Jo Urban

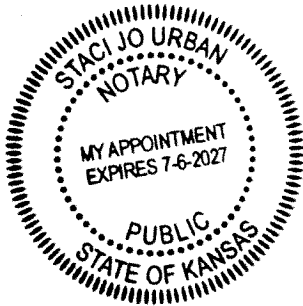


EXHIBIT A

LEASE

SECI Lease No. KS12610

Lessor: T. A. Gruver and Neva M. Gruver, his wife

Lessee: Donald C. Slawson

Date: June 22, 1988

Lands: Township 17 South, Range 31 West
Section 27: The Southwest Quarter (SW1/4);
Containing 160.00 acres, more or less.

County, State: Scott, Kansas

Recording: Book 86, Page 82

EXHIBIT B

WELL AND SWD

Operator: Slawson Exploration Company, Inc.

County, State: Scott, Kansas

Well Name	API No.	Well Type	Location
Gruver 'P' 1	15-171-20378	Oil	T17S, R31W, Sec. 27: NESWSW
Hermes 'S' 1	15-171-20344	SWD	T17S, R31W, Sec. 34: NENENE

EXHIBIT C

CONTRACTS

Salt Water Disposal Lease and Easement dated October 25, 1986 by and between Agnes D. Hermes and Raymond C. Hermes, her husband, as Lessor, and Donald C. Slawson, Oil Producer, as Operator, covering the NE of Section 34, Township 17 South, Range 31 West, Scott County, Kansas, recorded in Book 77, Page 54 on November 14, 1986 in the real property records of Scott County, Kansas.

Unrecorded Salt Water Disposal Agreement dated November 1, 2019 by and between Slawson Exploration Company, Inc. and Joe Gerstner Oil, LLC, as amended.