

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 \_\_\_\_\_



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: \_\_\_\_\_

## OIL AND GAS LEASE AGREEMENT

THIS AGREEMENT, is made and entered into this 19th day of March, 1993, by and between Homer Janssen Inc. of Scott City, Kansas, hereinafter referred to as "Lessor", and Wabash Energy Corporation of Lawrence, Illinois, hereinafter referred to as "Lessee".

1. Lessor, in consideration of One and more dollars, in hand paid, receipt of which is hereby acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases, and lets exclusively unto Lessee the hereinafter described land for the purposes of investigating, exploring, prospecting, drilling and operating for and producing oil and gas and no other minerals, laying pipelines, storing oil, building tanks, power stations, telephone lines, and other structures to store and transport oil and gas produced therefrom, said tract of land being located in Scott County, Kansas, and described as follows, to wit:

North One-Half (N/2) of Section Six (6),  
Township Eighteen (18) South, Range Thirty-  
One (31) West of the 6th P.M., Scott County,  
Kansas.

For the purpose of calculating the lease payments herein provided for, the above described land is agreed to comprise three hundred (300) acres, whether it actually comprises more or less.

2. Subject to the provisions herein contained, this lease shall remain in force for a term of six (6) months from the above date (referred to as "primary term"), and as long thereafter as oil and gas, the only mineral covered by this lease, is produced from said land.

3. The Lessee shall deliver to the credit of the Lessor as royalty, free of cost, in the pipeline to which Lessee may connect its wells, the equal of one-eighth (1/8) --- part of all oil and gas produced and saved from the leased premises, or the Lessee shall pay to the Lessor for such one-eighth (1/8) ---- royalty the market price for oil and gas of like grade and gravity prevailing on the day such oil or gas is run into the pipeline, or into storage tanks. It is further agreed, if any annual royalty due under the terms of this lease is less than One Thousand Six Hundred Dollars (\$1,600.00), Lessee shall pay as additional royalty an amount sufficient to make a total royalty for the year equal to One Thousand Six Hundred Dollars (\$1,600.00) on or before the annual anniversary date of this Oil and Gas Lease Agreement.

4. If at the expiration of the primary term, oil or gas is not being produced on said land, but Lessee is then engaged in operations for drilling or reworking of any well thereon, this lease shall remain in force for so long as drilling or reworking operations are prosecuted (whether on the same or different wells) with no cessation of more than thirty (30) consecutive days, and if they result in production, so long thereafter as oil or gas is produced from said land in paying quantities. If after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not terminate if Lessee commences reworking or additional drilling within thirty (30) days thereafter, and said lease shall continue in force so long thereafter as oil or gas is produced from said land in paying quantities.

5. Lessor reserves the right to designate the direction and location of every road or roadway on the premises and no road, roadways or easements, pipelines, tank battery installations or installations of other equipment on the leased premises shall be constructed, laid out, or in any manner made or constructed to and from any well location or drill site except as may be so designated by Lessor.

Page 2 Oil and Gas Lease Agreement - Janssen/Wabash Energy Corporation

6. Lessee shall have the right at any time during this lease to remove all property and fixtures, including casing, placed by Lessee on said land. Within thirty (30) days after expiration of this lease, Lessee shall remove all property and fixtures including casing placed by Lessee on said land. Lessee shall bury all pipelines and utility lines to a depth of not less than four (4) feet below the surface, and no well or other structure shall be drilled or placed by Lessee within two hundred feet (200') of any residence, barn or other structure now on said land without Lessor's prior written consent.
7. Within thirty (30) days after determination by Lessee that production or drilling operations shall be discontinued, Lessee shall level and fill the land and restore the same to its present condition, including removal of all debris and refuse. In the event Lessee shall construct mud and evaporation pits, all the topsoil taken from any mud or evaporation pit site shall be kept separate and apart from subsoil. In leveling and restoring the land, Lessee shall backfill any pit site in such a manner that any topsoil shall be replaced at the surface of the site to lessen future crop damage.
8. Lessee shall locate any and all drilling sites in non-crop parts of the demised premises where possible and Lessee shall compensate Lessor for the fair market value of all damage caused by its operations, including but not limited to growing crop damage; and as liquidated damages Lessee shall pay Lessor the sum of One Hundred Dollars (\$100.00) for each core drilling or test hole and the sum of One Thousand Dollars (\$1,000.00) for each well drilled, payment of the above sums shall be made in advance of any drilling. All installations dangerous to livestock shall be securely fenced at all times. In entering and leaving the surface area overlying the minerals subject hereto, Lessee shall close all gates and if access is made where there are no gates, shall install adequate gates.
9. If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks.
10. In the event a well, or wells, producing oil and gas in paying quantities should be brought in on said land or on adjacent land, and not more than 330 feet from and draining the leased premises, Lessee agrees to drill such well or wells as a reasonably prudent operator would drill under the same or similar circumstances for Lessor's protection or promptly release said lease except insofar as it covers 40 acres attributed to each producing well.
11. Lessee shall not enter into any pooling agreement to pool or combine the land covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof, without the express prior written consent of Lessor.
12. Lessee may not use fresh water obtained from or under this and for the purpose of repressuring, pressure maintenance, cycling, secondary recovery operations or any other aspect of exploration, production or drilling, without the express prior written consent of the Lessor. No salt water disposal or fresh water well of any sort shall be drilled or maintained in any



## ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, **Wabash Energy Corporation, PO Box 595, Lawrenceville, IL 62439**, hereinafter called Assignor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer, assign, and convey unto, **Shakespeare Oil Company, Inc., 202 West Main St. Salem, IL 62881**, hereinafter called Assignee, all right, title, and interest in, to and under the properties described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all right, title, and interest in all wells located on the lands, it being the intention of Assignor to assign to Assignee all of its interest in the leases and the lands hereto, including all rights to any agreements, contracts, etc. associated with said wells and/or leases, together with the same proportionate interest in and to all the personal property located on the above described premises, appurtenant thereto, or used or obtained in connection therewith.

The Assignors do not warrant the title to the oil and gas leases herein assigned, either express or implied, except as against all persons claiming by, through, or under them, but the Assignee shall have the benefit of all warranties contained in the leases herein assigned and inuring to the benefit of the Assignors.

Assignor covenants with Assignee, its successors and assigns that the interests assigned hereunder are free and clear from all liens, mortgages, encumbrances, or adverse claims.

The interests assigned herein are subject to all royalty and overriding royalty interests of record.

It is specifically understood that this Assignment and Bill of Sale conveys working interest only and any royalty and overriding royalty interest owned by Assignor herein shall be excluded from this assignment.

TO HAVE AND TO HOLD THE SAME UNTO Assignee, its successors and assigns, forever.

Assignee agrees to indemnify and save and hold Assignor, and their successors, harmless from all claims, costs, expenses, and liabilities with respect to the leases which accrue or relate to the times on or after the effective date of this Assignment and Bill of Sale. Likewise, Assignor agrees to indemnify and save and hold Assignee, and its successors, harmless from all claims, costs, expenses, and liabilities with respect to the leases which accrue to the times prior to the effective date of this Assignment and Bill of Sale.

Assignor agrees to execute, acknowledge, and deliver such other instruments, documents, or other items as may be necessary or required to more fully carry out the transaction contemplated herein.

This Assignment and Bill of Sale shall be binding upon and inure to the benefit of the parties hereto together with their respective successors and assigns.

This Assignment and Bill of Sale is executed the 1st day of December, 2017, but shall be effective as of 7:00 A.M., December 1, 2017.

**ASSIGNOR:**

**WABASH ENERGY CORPORATION**

BY: E. L. Whitmer, Jr.  
E. L. Whitmer, Jr., President

**ATTEST:**

BY: Laura Buher  
Laura Buher, Secretary/Treasurer

**ASSIGNEE:**

**SHAKESPEARE OIL COMPANY, INC.**

BY: Donald R. Williams  
Donald R. Williams, Vice President

**ATTEST:**

BY: Doug Alberson  
Doug Alberson, Treasurer



STATE OF ILLINOIS )  
 )  
COUNTY OF Lawrence )

ss.

**CORPORATE ACKNOWLEDGMENT**

Before me, Cheryl R. Baer, a Notary Public in and for said State, on this 1st day of December, 2017, personally appeared E. L. Whitmer, Jr., President, and Laura Buher, Secretary/Treasurer, of Wabash Energy Corporation, a corporation, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its President and Secretary/Treasurer, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



Cheryl R. Baer  
Notary Public  
My Commission Expires: 8-11-18

STATE OF ILLINOIS )  
 )  
COUNTY OF MARION )

ss.

**CORPORATE ACKNOWLEDGMENT**

Before me, Cheryl R. Baer, a Notary Public in and for said State, on this 1st day of December, 2017, personally appeared Donald R. Williams, Vice President, and Doug Alberson, Treasurer, of Shakespeare Oil Company, Inc., a corporation, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and Treasurer, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



Cheryl R. Baer  
Notary Public  
My Commission Expires: 08-11-2018

## EXHIBIT "A"

**1. Janssen Lease (Plains Marketing #01-136985)**  
**Wells: Janzen #1, Janzen #2, Janssen #3, Janssen #4**

Oil and Gas Lease Agreement dated March 19, 1993, by and between Homer Janssen Inc., as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 115 Page 6, in the office of the Register of Deeds, Scott County, Kansas, covering the following described lands, to-wit:

Township 18 South, Range 31 West, Scott County, Kansas  
Section 6: N/2

**2. Strickert Account II Lease (Plains Marketing #01-0136986)**  
**Wells: Pearl Strickert #2, Pearl Strickert #3, Strickert #4, Strickert #5, Pearl Strickert Acct II #6, Pearl Strickert Acct II #7, Pearl Strickert Acct II #8, Strickert SWD #1, Strickert 1-WI**

Oil and Gas Lease dated June 21, 1993, by and between Pearl E. Strickert, a widow, Beverly Strickert, a widow, and Laurel Denise Binns and Richard Binns, her husband, as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 115 Page 209, in the office of the Register of Deeds, Scott County, Kansas, and as ratified by that certain Ratification of Oil and Gas Mining Lease dated July 6, 1993, recorded at Book 122 Page 142, in the office of the Register of Deeds, Scott County, Kansas, and as ratified by that certain Ratification of Oil and Gas Mining Lease dated August 12, 1993, recorded at Book 122 Page 141, in the office of the Register of Deeds, Scott County, Kansas, covering the following described lands, to-wit:

Township 17 South, Range 32 West, Scott County, Kansas  
Section 36: SE/4

Township 18 South, Range 32 West, Scott County, Kansas  
Section 1: E/2

**3. Strickert-Christy Lease (Plains Marketing #01-136988)**  
**Wells: Strickert-Christy #1**

(a) Oil and Gas Lease dated January 7, 1995, by and between Pearl E. Strickert, a widow, Beverly Strickert, a widow, and Laurel Binns and Richard Binns, her husband, as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 127 Page 174, in the office of the Register of Deeds, Scott County, Kansas, and as ratified by that certain Ratification of Oil and Gas Mining Lease dated January 31, 1995, recorded at Book 128 Page 12, in the office of the Register of Deeds, Scott County, Kansas, and as ratified by that certain Ratification of Oil and Gas Mining Lease dated April 20, 1995, recorded at Book 129 Page 202, in the office of the Register of Deeds, Scott County, Kansas.

(b) Oil and Gas Lease dated March 10, 1995, by and between Richard B. Christy and Marian E. Nolan as Trustees of the Richard B. Christy Revocable Trust dated January 13, 1983 and Adele Christy and Marian E. Nolan as Trustees of the Adele Christy Revocable Trust dated

January 13, 1983, as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 128 Page 129, in the office of the Register of Deeds, Scott County, Kansas.

which said Leases cover the following described lands:

Township 18 South, Range 32 West, Scott County, Kansas  
Section 1: NW/4

**4. Brookover Lease (Plains Marketing #01-136990)**  
**Wells: Sam Brookover Cattle #1**

Oil and Gas Lease dated April 17, 1996, but effective May 1, 1996, by and between Brookover Cattle Co., Inc., as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 136 Page 105, in the office of the Register of Deeds, Scott County, Kansas, covering the following described lands, to-wit:

Township 17 South, Range 31 West, Scott County, Kansas  
Section 31: NW/4

**5. Schowalter Account II Lease (Plains Marketing #01-136992)**  
**Wells: Schowalter #3, Schowalter #4**

Oil and Gas Lease dated February 3, 1995, by and between Schowalter Foundation, Inc., as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 128 Page 16, in the office of the Register of Deeds, Scott County, Kansas, insofar and only insofar as said lease covers the following described lands, to-wit:

Township 18 South, Range 32 West, Scott County, Kansas  
Section 12: NW NW, NW NE, SE SE, SE SW, NW SW

**6. Strickert Account III Lease (Plains Marketing #01-0136987)**  
**Wells: Strickert #9, Strickert #10, Strickert #11, Strickert SWD #2**

(a) Oil and Gas Lease dated February 13, 1996, but effective March 13, 1996, by and between Pearl E. Strickert, a widow, Laurel Denice Binns and Richard A. Binns, her husband, and Beverly A. Strickert, a widow, as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 134 Page 160, in the office of the Register of Deeds, Scott County, Kansas.

(b) Oil and Gas Lease dated February 13, 1996, but effective March 13, 1996, by and between Karyl Ann Hollister and Richard Hollister, her husband, as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 135 Page 118, in the office of the Register of Deeds, Scott County, Kansas.

(c) Oil and Gas Lease dated February 13, 1996, but effective March 13, 1996, by and between Max Dale Strickert and Linda Strickert, his wife, as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 135 Page 99, in the office of the Register of Deeds, Scott County, Kansas.

which said Leases cover the following described lands:

Township 17 South, Range 31 West, Scott County, Kansas  
Section 31: SW/4

**7. Hoeme Lease (Plains Marketing #01-136989)**  
**Wells: Robert Hoeme, Jr. #1**

Oil and Gas Lease dated March 13, 1993, by and between Robert Hoeme Jr. and Patricia Ann Hoeme, husband and wife, as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 115 Page 200, in the office of the Register of Deeds, Scott County, Kansas, and as extended by that certain Extension of Oil and Gas Lease dated February 2, 1995, recorded at Book 127, Page 173, in the office of the Register of Deeds, Scott County, Kansas, covering the following described lands, to-wit:

Township 17 South, Range 31 West, Scott County, Kansas  
Section 31: SE/4

**8. Schowalter Account I Lease (Plains Marketing #01-136991)**  
**Wells: Schowalter #2**  
**Schowalter Account III Lease (Plains Marketing #01-136993)**  
**Wells: Schowalter #6, Schowalter #7**

Oil and Gas Lease dated February 3, 1995, by and between Schowalter Foundation, Inc., as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 128 Page 16, in the office of the Register of Deeds, Scott County, Kansas, insofar and only insofar as said lease covers the following described lands, to-wit:

Township 18 South, Range 32 West, Scott County, Kansas  
Section 12: SE NW, SE NE, NW SE

**9. Dearden Lease (Plains Marketing #01-136994)**  
**Wells: Dearden #1**

Oil and Gas Lease dated March 18, 2002, by and between Clifford M. Dearden, Jr. and Virginia Dearden as Co-trustees of the Clifford M., Jr. and Virginia Dearden Revocable Trust U/T/A dated January 28, 1992, as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 177 Page 148, in the office of the Register of Deeds, Scott County, Kansas, covering the following described lands, to-wit:

Township 18 South, Range 31 West, Scott County, Kansas  
Section 7: NW/4