

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 _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

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 (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: _____

EXHIBIT A

TRACT I:

A TRACT OF LAND IN THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 21 EAST OF THE 6TH P.M., IN LEAVENWORTH COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE NORTH 89 DEGREES 54'10" EAST 1325.60 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 04' WEST 437.00 FEET; THENCE SOUTH 89 DEGREES 54'10" WEST 250.48 FEET; THENCE NORTH 51 DEGREES 04'50" WEST 217.62 FEET; THENCE SOUTH 89 DEGREES 54'10" WEST 906.00 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 17'32" EAST 300.00 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART TAKEN FOR ROAD RIGHT-OF-WAY. AS PER SURVEY BY HERRING SURVEY COMPANY, DATED MAY 30, 1979, AND ABOVE SET FORTH.

AND

TRACT II:

A TRACT OF LAND IN THE SOUTHEAST QUARTER (SE) OF SECTION TWENTY-TWO (22), TOWNSHIP EIGHT (8) SOUTH, RANGE TWENTY-ONE (21) EAST OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT S 00° 17' 32" W 300.00 FEET OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER, THENCE N 89° 54' 10" E 906.00 FEET, THENCE S 51° 04' 50" E 217.62 FEET; THENCE N 89° 54' 10" E 250.48 FEET; THENCE S 00° 04' 00" W 220.00 FEET, THENCE S 89° 54' 10" W, 1327.37 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE N 00° 17' 32" E 300.00 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART TAKEN FOR ROAD RIGHT-OF-WAY.

KCC WICHITA
MAR 16 2017
RECEIVED

RECEIVED
KANSAS CORPORATION COMMISSION

SEP 10 2013

CONSERVATION DIVISION
WICHITA, KS

RELEASE OF OIL AND GAS LEASE

FOR VALUE RECEIVED the undersigned hereby release, surrender and discharge the following real property from any and all claims, and rights of the undersigned, as expressed in certain Oil and Gas Lease described as follows, to-wit:

Dated: October 14, 2015
Recorded: Doc# 2015R08829
Lessors: Linda S. Land and David L. Land Revocable Trust dated July 31, 2007
Lessee: WFA LLC
Description: See Exhibit 'A.'

IN WITNESS WHEREOF, the undersigned have signed this Release this 25 day of March, 2021.

AD ASTRA OIL, LLC.

S&P CAPITAL LLC

By: [Signature]
David Oliver Managing Member

By: [Signature]

STATE OF KANSAS
COUNTY OF Johnson, ss:

This instrument was acknowledged before me on the 25th day of March, 2021, by: David Oliver, as Managing Member of Ad Astra Oil LLC, a Kansas limited liability company.

Appointment/Commission Expires: 09/29/24

[Signature]
Notary Public

STATE OF KANSAS
COUNTY OF Johnson, ss:

ALYSSA CLAIRE MORGAN
Notary Public - State of Kansas
My Appointment Expires 09/24

This instrument was acknowledged before me on the 25th day of March, 2021, by: Sandeep Laddha Managing Member of S&P Capital LLC, a Kansas limited liability company.

Appointment/Commission Expires: 09/29/24

[Signature]
Notary Public

ALYSSA CLAIRE MORGAN
Notary Public - State of Kansas
My Appointment Expires 09/24

AGREEMENT

Mark Andrew Gifford and Anne Wells Gifford (collectively "Gifford"), and Ad Astra Oil LLC and S&P Capital LLC (collectively "Ad Astra" and Gifford and Ad Astra collectively the "Parties") enter into this Agreement effective January 1, 2021. Ad Astra is the owner of the following oil and gas leases covering real property owned in whole or in part by Gifford described as follows:

Dated: October 14, 2015
Recorded: Doc# 2015R08829
Lessors: Linda S. Land and David L. Land Revocable Trust dated July 31, 2007
Lessee: WFA LLC
Description: See Exhibit '1.'

(the "Lease"). Gifford has requested Ad Astra to release the Lease in exchange for a monetary payment by Gifford and Gifford's agreement to either plug well API: 1510320288 (the "Well") at Gifford's sole cost and expense, or transfer the Well to another operator.

1. Upon the execution of this Agreement Gifford will pay to Ad Astra the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) by wire transfer. Upon the execution of this Agreement Ad Astra shall deliver an executed release of the Lease in the form attached hereto as Exhibit 'A' representing the entirety of the overriding royalty interests, working interests, or similar interests carved out of the working interest in the Lease, to Gifford's attorney, Alan Claus Anderson to be held in escrow until the work to be completed by Gifford as set forth in paragraph 3 below has been fully completed. At such time, the release shall be recorded in the office of the Register of Deeds and a recorded copy of such release shall be delivered to Ad Astra.

2. All equipment, materials, gravel, lines, or other personal property, equipment or fixtures of any kind which are located on the Lease at the execution of this Agreement shall become the sole and absolute property and responsibility of Gifford.

3. Within 120 days after the execution of this Agreement, Gifford shall at Gifford's sole cost and expense either: **1)** (a) complete the plugging of Well API: 1510320288 (the "Well") in accordance with all applicable laws, including but not limited to, the Kansas Corporation Commission rules and regulations, and complete all regulatory filings, (b) remove all oil and gas related equipment and materials from the Lease and cut all well casings off below ground level, (c) restore the surface of the Lease as nearly as possible to the condition it was in prior to the granting of the Lease, and (d) remediate and restore any areas of the Lease that require action under any state or federal law, rule or regulation; **OR 2)** prepare and file a Request for Change of Operator for the Well with the Kansas Corporation Commission transferring the Well to another Kansas licensed operator.

4. The Parties agree to cooperate fully and to execute any and all supplementary documents, including any T-1 form transferring the Well, and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms of this Release.

5. Ad Astra represents and warrants that the Lease has been operated according to Kansas Corporation rules and regulations and the lands upon which the Lease is located are in such condition as would be reasonably expected using good oil field practices in this area and Ad

Astra does not know of any condition upon such lands that would be deemed differing from what would be reasonably expected under such good oil field practices. The Parties are each aware that the produced water tank located on the lease is an open top tank and rain water has in the past caused such tank to overflow and spill over, however such spills have been contained horizontally by the berm surrounding such tank. Both parties are aware of this issue and such event shall not be considered to be a violation of Ad Astra's representations and warranties set forth above. Subject to the preceding, on behalf of themselves and also their successors and assigns, Gifford hereby accepts the release of the Lease in full compromise, settlement and satisfaction and the Parties do forever discharge and release each other, their members, affiliates, joint venturers, parent corporations, subsidiaries, shareholders, officers, directors, employees, agents, successors and assigns of each of those entities of and from any and all actions or causes of action, suits, claims, counterclaims, contracts, promises, liabilities, debts, damages, sums of money, accounts and demands, and claims which the Parties have against one another and their members, affiliates, joint venturers, parent corporations, subsidiaries, shareholders, officers, directors, employees, agents, successors and assigns of each of those entities, including, relating to, arising out of, or in connection with Ad Astra's operation of the Lease compliance with the terms thereof and use of the real property for such purposes, and the condition of the real property after Ad Astra has ceased operations thereon. The Parties both represent and warrant that they have full authority to enter into this Release, and that this release is a material part of the consideration for Ad Astra's agreement to release the Lease and allow Gifford to plug the Well. Except as set forth above, It is expressly understood and agreed that Gifford is accepting all responsibility and liability for plugging the Well and for remediating and restoring the real property encumbered by the Lease as required by any applicable law, rule or regulation, and Gifford shall hold harmless and indemnify Ad Astra from and against any and all damages claims or attorney fees incurred by Ad Astra arising from Gifford's failure to adequately plug the Well, remediate or restore any real property or to remove any oil and gas related equipment from the real property encumbered by the Lease.

6. This Agreement is the final and complete agreement of the Parties with regard to its subject matter. All prior written and oral negotiations, representations and agreements, related to or pertaining to this Agreement and the subject matter hereof, are superseded by and merged into this Agreement. No alteration or modification to any of the provisions of this Agreement shall be valid unless made in writing and signed by both parties. The Parties have had the opportunity to negotiate the terms of this Agreement, and no Party shall be deemed the drafter of all or any portion of this Agreement for purposes of interpretation. Both Parties have had the opportunity to consult with legal counsel and have entered into this Agreement as their free and voluntary act and deed without any undue compulsion, and without reliance upon any representations or understandings provided by the other party or their agents or attorneys. The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. In any legal proceeding instituted by any Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney fees, costs and expenses incurred in connection with such proceeding.

[Signature Page Follows]

AD ASTRA OIL, LLC

By: *David Oliver*
David Oliver Managing Member

Mark Andrew Gifford

S&P CAPITAL LLC

By: *Sandeep Laddha*

Anne Wells Gifford

Alyssa Claire Morgan

ALYSSA CLAIRE MORGAN
Notary Public - State of Kansas
My Appointment Expires 09/24

* FOR SIGNATURES LISTED
EXCEPT MARK ANDREW
GIFFORD + ANNE WELLS
GIFFORD *

RELEASE OF OIL AND GAS LEASE

FOR VALUE RECEIVED the undersigned hereby release, surrender and discharge the following real property from any and all claims, and rights of the undersigned, as expressed in certain Oil and Gas Lease described as follows, to-wit:

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Lessors: Linda S. Land and David L. Land Revocable Trust dated July 31, 2007
Lessee: WFA LLC
Description: See Exhibit 'A.'

IN WITNESS WHEREOF, the undersigned have signed this Release this ____ day of _____, 2021.

AD ASTRA OIL, LLC.

S&P CAPITAL LLC

By: _____
David Oliver Managing Member

By: _____

STATE OF KANSAS
COUNTY OF _____, ss:

This instrument was acknowledged before me on the ____ day of _____, 2021, by: David Oliver, as Managing Member of Ad Astra Oil LLC, a Kansas limited liability company.

Appointment/Commission Expires: _____ Notary Public

STATE OF KANSAS
COUNTY OF _____, ss:

This instrument was acknowledged before me on the ____ day of _____, 2021, by: _____, as _____ of S&P Capital LLC, a Kansas limited liability company.

Appointment/Commission Expires:

Notary Public