

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)
		Circle: FSL/FNL	Circle: 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: \_\_\_\_\_

**GAS LEASE**

THIS AGREEMENT, made and entered into this ~~27~~<sup>28</sup> day of May 2022 (the "Effective Date"), by and between Dei Vitae Enterprises, LLC, a North Carolina limited liability company, hereinafter called "**Lessor**", and Crypto Colo Center Corp., a Kansas corporation, hereinafter called "**Lessee**".

1. Lessor, for and in consideration of FIVE THOUSAND DOLLARS (\$5,000.00) cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto Lessee, for the sole and only purposes of investigating, exploring by geophysical and other means, drilling, producing, saving, taking, owning, gathering, transporting, storing, handling, processing, treating, and marketing all gases (including, but not limited to, casinghead gas, methane gases from coals and shales, helium and all other constituents and substances produced therewith) and, to the extent reasonably necessary or convenient to enable Lessee to carry out said purposes, the right of constructing, operating and maintaining pipelines, flowlines, gathering lines, compressors, tank batteries, electric lines, roadways, metering facilities and equipment, facilities for the injection of water, other fluids and gaseous substances into subsurface strata, and other facilities, structures, and equipment required by Lessee for said purposes; all of the following described land, together with any reversionary rights and after acquired interest therein, situated in the County of Jefferson, State of Kansas described as follows, to wit:

Lot 1 of the Northeast Fractional Quarter of Section 5, Delaware Trust Lands  
AND The Northeast Fractional Quarter South of the Delaware Reserve Line of  
Section 5, Delaware Reserve Lands, Township 10 South, Range 20 East of the 6<sup>th</sup>  
PM, Jefferson County, Kansas, EXCEPT any part lying in a tract described as the  
East 8.16 acres of the Northeast Fractional Quarter of Section 5, lying both North  
and South of the Delaware Reserve Line;

and containing 81 acres, more or less (herein called the "leased premises").

2. This lease shall remain in full force for a term of ten (10) years from the Effective Date, and as long thereafter as the payments described in paragraph 3, below, are made by Lessee and gas is produced from the leased premises.

3. In consideration of these premises Lessee covenants and agrees to pay Lessor, in lieu of royalty and in full consideration for gas produced from the leased premises, the sum of \$10,000.00 per year. The payment or tender of such sum shall be due on or before each anniversary of the Effective Date of this lease and this lease shall not terminate for a failure of Lessee to pay or tender payment pursuant to this provision, but lessee shall be obligated to promptly pay Lessor the amount of the shut-in royalty due. If any payment made hereunder shall be erroneous in any regard (whether deposited in the wrong depository, paid to parties other than the ones entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise) or shall not be timely made, this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within 60 days after receipt by Lessee of written notice from such Lessor of such error

accompanied by any documents or other evidence necessary to enable Lessee to make proper payment.

4. Lessee agrees to bury all pipelines associated with this lease below normal plow depth.

5. Lessee agrees to pay for damages caused by Lessee's operations to the leased premises.

6. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of gas with or without distillate. However, no unit for the production primarily of gas, with or without distillate, shall embrace more than 160 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, lessee shall pay lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit.

7. This is a paid up lease. In consideration of the cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. All of Lessee's operations shall be conducted at the sole cost and expense of Lessee.

8. If, at the expiration of the primary term of this lease, there is no well on the leased premises which is capable of producing gas in paying quantities, but Lessee is then engaged in drilling or reworking operations, then this lease shall continue in force so long after the primary term as drilling or reworking operations are being conducted on said land and drilling or reworking operations shall be considered to be conducted if not more than one-hundred-twenty (120) consecutive days shall lapse between the completion or abandonment of a well and the beginning of operations for the drilling or reworking of the well or another well whether such completion or abandonment occurred during or after the primary term.

9. If, after the expiration of the primary term, at any time, or from time to time, there is no production from Lessee's well(s), and there is no well on the leased premises which is capable of producing gas in paying quantities and there are no drilling or reworking operations being conducted on the leased premises, this lease shall continue in effect if, within 365 days from the date of cessation of production or drilling or reworking operations, Lessee restores the

capability of a well to produce in paying quantities, or if Lessee has commenced additional drilling or reworking operations or other operations designed to restore production, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then this lease shall remain in force as long as such production continues.

10. If said Lessor owns a less interest in the leased premises than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire lease area. 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 hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the gas produced from such separate tracts.

11. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to its heirs, executors, administrators, successors or assigns. However, no change in or division of the ownership of the right to receive royalties, delay rentals or other payment to Lessors hereunder, whether such change is by assignment, partition or otherwise, shall operate to increase or enlarge the obligation or to diminish the rights of Lessee hereunder. No change in the ownership of the land or assignment of royalties shall be binding on Lessee until after Lessee has been furnished with a written transfer or deed or a true copy thereof. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission on the part of any other leasehold owner. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

12. For the same consideration, Lessor expressly grants to Lessee the right to inject water, brine or other fluids produced from the leased premises and from lands other than the leased premises for disposal. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water.

13. If, at any time within the primary term of this lease and while this lease otherwise remains in force and effect, Lessor receive any bona fide offer which Lessor is willing to accept from any party offering consideration to Lessor for a lease (top lease) covering any or all of the substances covered by this lease or covering all or a portion of the land described herein, with the lease to become effective upon the expiration of this lease, Lessor hereby agrees to immediately notify Lessee in writing of said offer, setting forth the proposed lessee's name, the bonus and royalty to be paid for such lease, and Lessor shall include a copy of the lease form to be utilized which form shall reflect all of the terms of said top lease. Lessee shall have thirty (30) days after receipt of such written notice from Lessor to advise Lessor in writing of its election to enter into an oil and gas lease or to extend the primary term of this lease with Lessor on equivalent terms and conditions as set forth in the top lease. If lessee fails to timely notify Lessor of its election to meet such bona fide offer, Lessor shall have the right to accept such offer. It is understood that any top lease acquired by Lessee herein pursuant to this provision shall not limit the term of or otherwise affect the validity of this lease. Any top lease granted by Lessor to a third party without strict compliance with the notification provisions set forth herein shall be null and void.

14. Lessee may at any time and from time to time surrender this lease as to all or any part of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper county, and thereafter Lessee shall be relieved of all obligations accruing hereunder as to the portion of the leased premises so surrendered. This lease shall continue in full force and effect as to all of the leased premises not surrendered. Lessee shall have the right to use, free of cost, gas, and water produced on the leased premises for Lessee's operations thereon, except water from wells of Lessor, or from ponds of Lessor without Lessor's consent. Lessee shall have the right at any time to remove all equipment and fixtures placed on the leased premises, including the right to draw and remove casing.

15. In the event the Lessor, at any time, considers that operations are not being conducted in compliance with this lease or that Lessee is otherwise in breach of, or in non-compliance with, any term of this lease, either express or implied, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach or non-compliance hereof, and Lessee shall have 60 days after receipt of such notice in which to remedy the breach or commence any operations or other activities that are then legally necessary to comply with the requirements hereof. No default of Lessee with respect to any well or part of the leased premises shall impair Lessee's rights as to any other well or part of the leased premises.

16. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and producing of wells, and the price of gas and other substances covered hereby. When drilling, reworking, producing or other operations are prevented or delayed by such laws, rules, regulations or orders, or by operation of force majeure, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and if such prevention or delay shall occur during the primary term the period of such prevention or delay shall be added to the primary term hereof. If any such prevention or delay should commence after the primary term hereof, Lessee shall have a period of 120 days after the termination of such period of prevention or delay within which to commence or resume drilling, producing or other operations hereunder, and this lease shall remain in force during such period and thereafter in accordance with the other provisions of this lease. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, producing or other operations are so prevented, delayed or interrupted.

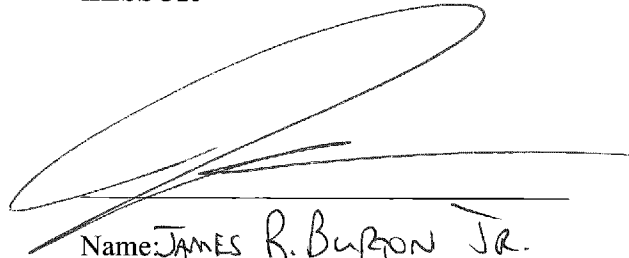
17. Lessor hereby grants and warrants to the Lessee all of the rights granted to the Lessee under this lease and warrants that Lessor has merchantable title to the leased premises, subject to mortgages and easements of record, and that Lessor has full and exclusive right to lease the same. Lessor further warrants and agrees to defend the title to the leased premises and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment, any mortgages, taxes or other liens on the leased premises, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. Lessee may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty, shut-in royalty, or rentals accruing hereunder.

18. This lease shall be effective as to each Lessor on execution hereof as to its interest and shall be binding on those signing, regardless of whether it is signed by any other Lessor party. This lease shall at all times and in all respects be subject to valid orders, rules, and regulations of any duly constituted authority having jurisdiction of the subject matter hereof. This instrument contains the entire agreement of the parties and it may not be changed or modified except by subsequent written agreement signed by both parties.

19. It is expressly agreed that oil shall be excluded from coverage under the terms of this lease. Where Lessee finds oil only, Lessee shall fully inform Lessor of all technical data relating thereto, but Lessee shall be under no obligation to produce said oil. However, Lessee shall be allowed to produce and sell under this lease all said oil from any gas wells operated by Lessee.

**IN WITNESS WHEREOF**, this lease agreement is signed and executed on the day and year first above written:

**LESSOR**

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

Name: JAMES R. BURSON JR.

Title: MANAGING DIRECTOR DVE



STATE OF North Carolina

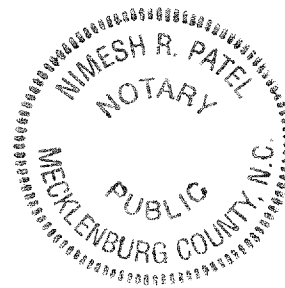
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me on this 24 day of May, 2022, by James R. Burton Jr

WITNESS my hand and official seal the day and year first above written.

Nimesh R. Patel  
Notary Public

My commission expires: Nov 7, 2024



**2022R1726**

DELIA HESTON, REGISTER OF DEEDS  
JEFFERSON COUNTY, KS

RECORDED ON:

06/03/2022 03:28:35 PM

REC FEE: 123.00

INDEBT: 0.00

PAGES: 7

**OIL LEASE**

THIS AGREEMENT, made and entered into this 31<sup>st</sup> day of May 2022 (the "Effective Date"), by and between Dei Vitae Enterprises, LLC, a North Carolina limited liability company, hereinafter called "**Lessor**", and Major Victor Group, LLC, a Delaware limited liability company, hereinafter called "**Lessee**", covenant and agree as follows:

1. Lessor, for and in consideration of FIVE THOUSAND DOLLARS (\$5,000.00) in hand paid, the receipt and sufficiency of which are hereby acknowledged, and of the covenants and agreements hereinafter contained to be performed by Lessee, has granted, leased, and let and by these presents does grant, lease, and let exclusively unto Lessee, for the purposes of investigating, exploring by geophysical and other means, drilling, producing, saving, taking, owning, storing, and marketing oil and liquid hydrocarbons (including, but not limited to, distillates, condensates, associated gas, and all other constituents and substances produced therewith) and to the extent reasonably necessary or convenient to enable Lessee to carry out said purposes, the right of constructing, operating and maintaining pipelines, tank batteries, electric lines, roadways, equipment, facilities for the injection of water, other fluids and gaseous substances into subsurface strata, and other facilities, structures, and equipment required by Lessee for said purposes, all of the following described land, together with any reversionary rights and after acquired interest therein, situated in the County of Jefferson, State of Kansas described as follows, to wit:

Lot 1 of the Northeast Fractional Quarter of Section 5, Delaware Trust Lands  
AND The Northeast Fractional Quarter South of the Delaware Reserve Line of  
Section 5, Delaware Reserve Lands, Township 10 South, Range 20 East of the 6<sup>th</sup>  
PM, Jefferson County, Kansas, EXCEPT any part lying in a tract described as the  
East 8.16 acres of the Northeast Fractional Quarter of Section 5, lying both North  
and South of the Delaware Reserve Line

containing 81 acres, more or less (herein called leased premises).

DB02/80 3391000 174314 00.2  
CORE352 4 794 0002 1 74 574 0 351

2. This lease shall remain in full force for a term of ten (10) years from the Effective Date, and as long thereafter as oil is or can be produced from the leased premises or acreage pooled therewith or the leased premises are being developed or operated or this lease is otherwise perpetuated as provided herein.

3. In consideration of these premises Lessee covenants and agrees:

(a) To deliver to the credit of Lessor into the tanks or into the pipeline to which Lessee may connect its wells, one-eighth (1/8<sup>th</sup>) of the oil produced and saved from said land, Lessor's interest to bear one-eighth of the cost of treating the oil to render it marketable pipeline oil, or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said land and pay Lessor one-eighth of the net amount realized by Lessee from said sale, computed at the wellhead.

(b) To pay Lessor as royalty, one-eighth (1/8<sup>th</sup>) of the net amount realized by the Lessee, computed at the wellhead, from the sale of any other substances of whatsoever nature or kind produced from said land with the oil and sold. As used in this Lease, the term "net amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of said other substances minus post-production costs incurred by Lessee between the wellhead and the point of sale.

4. Lessee agrees to pay Lessor for any damages caused by Lessee's operations to the leased premises.

5. If there shall be a well on the leased premises that is capable of producing oil, whether or not said well is capable of producing oil in paying quantities, but from which Lessee has elected in, its sole discretion, not to market such oil (which well is herein referred to as a "shut-in" oil well), Lessee shall pay or tender to Lessor, as shut-in oil well royalty, a yearly sum of \$10.00 per net mineral acre. Payment is a covenant and obligation of Lessee. The first such payment of shut-in oil well royalty shall be made on or before thirty (30) days after the day on which such well was shut-in by Lessee. Succeeding payments shall be made annually thereafter on or before the anniversary of the due date of the first such payment; and when such shut-in oil well royalty is paid or tendered as provided herein, it shall be considered for purposes of this lease that such well is producing oil in paying quantities for a period of one (1) year from the due date of such payment, and for like annual periods thereafter. This lease shall not be maintained in effect solely by the payment of shut-in oil well royalty for any one period of more than two (2) years or for a cumulative time of more than two (2) years in the aggregate.

6. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises, or any portion thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil. However, no unit for the production primarily of oil shall embrace more than 160 acres; provided, that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises

are located. Operations upon and production from the unit shall be treated as if operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in oil royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, lessee shall pay lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit.

7. This is a paid up lease. In consideration of the cash down payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

8. If, at the expiration of the primary term of this lease, there is no well on the leased premises which is capable of producing oil in paying quantities, but Lessee is then engaged in drilling or reworking operations, then this lease shall continue in force so long after the primary term as drilling or reworking operations are being conducted on said land and drilling or reworking operations shall be considered to be conducted if not more than one-hundred-twenty (120) consecutive days shall lapse between the completion or abandonment of a well and the beginning of operations for the drilling or reworking of the well or another well whether such completion or abandonment occurred during or after the primary term.

9. If, after the expiration of the primary term, at any time, or from time to time, there is no production from Lessee's well(s), and there is no well on the leased premises which is capable of producing oil in paying quantities and there are no drilling or reworking operations being conducted on the leased premises, this lease shall continue in effect if, within 365 days from the date of cessation of production or drilling or reworking operations, Lessee restores the capability of a well to produce in paying quantities, or if Lessee has commenced additional drilling or reworking operations or other operations designed to restore production, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then this lease shall remain in force as long as such production continues.

10. If said Lessor owns a less interest in the leased premises than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire lease area. 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 hereafter be divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks for the oil produced from such separate tracts.

11. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to its heirs, executors, administrators, successors or assigns. However, no change in or division of the ownership of the

right to receive royalties, delay rentals or other payment to Lessors hereunder, whether such change is by assignment, partition or otherwise, shall operate to increase or enlarge the obligation or to diminish the rights of Lessee hereunder. No change in the ownership of the land or assignment of royalties shall be binding on Lessee until after Lessee has been furnished with a written transfer or deed or a true copy thereof. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission on the part of any other leasehold owner. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

12. For the same consideration, Lessor expressly grants to Lessee the right to inject water, brine or other fluids produced from the leased premises and from lands other than the leased premises for disposal. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water.

13. Intentionally deleted.

14. If, at any time within the primary term of this Lease and while this Lease otherwise remains in force and effect, Lessor receive any bona fide offer which Lessor is willing to accept from any party offering consideration to Lessor for a lease (top lease) covering any or all of the substances covered by this lease or covering all or a portion of the land described herein, with the lease to become effective upon the expiration of this lease, Lessor hereby agrees to immediately notify Lessee in writing of said offer, setting forth the proposed lessee's name, the bonus and royalty to be paid for such lease, and Lessor shall include a copy of the lease form to be utilized which form shall reflect all of the terms of said top lease. Lessee shall have thirty (30) days after receipt of such written notice from Lessor to advise Lessor in writing of its election to enter into an oil and gas lease or to extend the primary term of this lease with Lessor on equivalent terms and conditions as set forth in the top lease. If lessee fails to timely notify Lessor of its election to meet such bona fide offer, Lessor shall have the right to accept such offer. It is understood that any top lease acquired by Lessee herein pursuant to this provision shall not limit the term of or otherwise affect the validity of this lease. Any top lease granted by Lessor to a third party without strict compliance with the notification provisions set forth herein shall be null and void.

15. Lessee may at any time and from time to time surrender this lease as to all or any part of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper county, and thereafter Lessee shall be relieved of all obligations accruing hereunder as to the portion of the leased premises so surrendered. This lease shall continue in full force and effect as to all of the leased premises not surrendered. Lessee shall have the right to use, free of cost, gas, oil and water produced on the leased premises for Lessee's operations thereon, except water from wells of Lessor, or from ponds of Lessor without Lessor's consent. Lessee shall have the right at any time to remove all equipment and fixtures placed on the leased premises, including the right to draw and remove casing.

16. In the event the Lessor, at any time, considers that operations are not being conducted in compliance with this lease or that Lessee is otherwise in breach of, or in non-compliance with, any term of this lease, either express or implied, Lessor shall notify Lessee in

writing of the facts relied upon as constituting a breach or non-compliance hereof, and Lessee shall have 60 days after receipt of such notice in which to commence any operations or other activities that are then legally necessary to comply with the requirements hereof. No default of Lessee with respect to any well or part of the leased premises shall impair Lessee's rights as to any other well or part of the leased premises.

17. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and producing of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, producing or other operations are prevented or delayed by such laws, rules, regulations or orders, or by operation of force majeure, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and if such prevention or delay shall occur during the primary term the period of such prevention or delay shall be added to the primary term hereof. If any such prevention or delay should commence after the primary term hereof, Lessee shall have a period of 120 days after the termination of such period of prevention or delay within which to commence or resume drilling, producing or other operations hereunder, and this lease shall remain in force during such period and thereafter in accordance with the other provisions of this lease. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, producing or other operations are so prevented, delayed or interrupted.

18. Lessor hereby grants and warrants to the Lessee all of the rights granted to the Lessee under this lease and warrants that Lessor has merchantable title to the leased premises, subject to mortgages and easements of record, and that Lessor has full and exclusive right to lease the same. Lessor further warrants and agrees to defend the title to the leased premises and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment, any mortgages, taxes or other liens on the leased premises, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. Lessee may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty, shut-in royalty, or rentals accruing hereunder.

19. This lease shall be effective as to each Lessor on execution hereof as to its interest and shall be binding on those signing, regardless of whether it is signed by any other Lessor party. This lease shall at all times and in all respects be subject to valid orders, rules, and regulations of any duly constituted authority having jurisdiction of the subject matter hereof. This instrument contains the entire agreement of the parties and it may not be changed or modified except by subsequent written agreement signed by both parties.

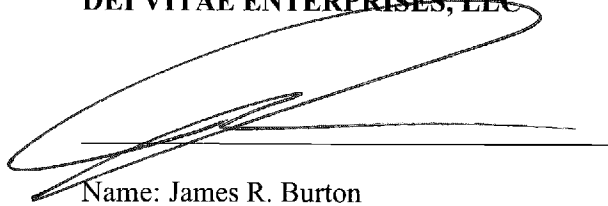
***[LEASE CONTINUES ON THE NEXT PAGE]***

20. It is expressly agreed that gases of all kind (but excluding casinghead gas or associated gas) shall be excluded from coverage under the terms of this lease. Where Lessee finds gas only, Lessee shall fully inform Lessor of all technical data relating thereto, but Lessee shall be under no obligation to produce said gas. Moreover, Lessee shall be allowed to produce and sell under this lease all said gas from any oil wells operated by Lessee; provided, however, that Lessee may vent or flare gas produced incidental to its oil production operations when, in Lessee's judgment, said gas cannot be produced in paying quantities.

**IN WITNESS WHEREOF**, this lease agreement is signed and executed on the day and year first above written.

**LESSOR**

**DEI VITAE ENTERPRISES, LLC**

A large, stylized handwritten signature in black ink, appearing to read 'James R. Burton', is written over a horizontal line.

Name: James R. Burton


Title: Managing Director

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me on this 01 day of JUNE, 2022, by James R. Burton, as Managing Director of Dei Vitae Enterprises, LLC, a North Carolina limited liability company, on behalf of said limited liability company.

WITNESS my hand and official seal the day and year first above written.

  
\_\_\_\_\_

Notary Public

Name: LUIS BARTOLOME

My Commission Expires: 11/03/2025

[NOTARY SEAL]





KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION



**OPERATOR WELL INVENTORY  
(FORM OWI-1)**

Lease Name*	Well No.*	API No.**	Year Drilled*	Year Assumed Responsibility*	Depth*	County*	Section-Township-Range*	Spot Location* (Q/Q/Q/Q)	Footage from Section Line* (i.e. FSL = Feet from South Line)	Type of Well* (Oil/Gas/INJ/CB/WSW)	Well Status* (PROD/Active/Inactive)	KDOR Lease Code(s)	Latitude	Longitude	Datum
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ALL FOOTAGES MUST BE CALCULATED FROM THE SECTION LINE

KDOR = Kansas Department of Revenue

\*REQUIRED FIELD

\*\* REQUIRED IF DRILLED 1967 OR LATER

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## OPERATOR WELL INVENTORY (FORM OWI-1) Instructions

### General Instruction.

Oil and gas operators shall use this form to report to the Commission their complete inventory of all drilled, unplugged wells that they operate in Kansas. The information required on the form is divided into two categories: **1) Required Fields** (all fields marked with an asterisk (\*) on the form) and **2) Optional Fields** (all fields not marked with an asterisk (\*) on the form).

### 1. Required Fields.

The reporting operator must complete each of the following fields for every well operated in Kansas at the time of the filing:

- 1a. **Page \_\_\_\_ of \_\_\_\_.** This is where the operator reports the current page number and the total number of pages in the Well Inventory. Enter the current page number in the first blank, and enter the total number of pages in the Well inventory in the second blank. (E.g., Page 1 of 1, Page 1 of 2, Page 2 of 2, etc.)
- 1b. **KCC License No.** Enter the operator's license number. To verify KCC operator license information, check the Commission's website at [http://kcc.ks.gov/conservation/oil\\_license.cgi](http://kcc.ks.gov/conservation/oil_license.cgi), or contact the Conservation Division's Licensing Department at (316) 337-6194.
- 1c. **Company/Individual Name.** Enter the operator's full name. Include any designations such as LLC or Inc. In addition, include any applicable trade names that the operator does business under (E.g., XYZ, LLC, doing business as ABC, LLC).
- 1d. **Lease Name.** Enter the name of the lease where each well is located.
- 1e. **Well No.** Enter the Well No. for each well.
- 1f. **API No.** For all wells drilled after 1966, enter the API No. assigned to each well. API Nos. are available from the KCC Library or the KGS online database. Contact the KCC Library at (316) 337-6200, or visit the KGS online database at <http://www.kgs.ku.edu/Magellan/Qualified/index.html>.
- 1g. **Year Drilled.** Enter the year in which each well, in its current state of completion, was drilled or when re-completion was finished.
- 1h. **Year Assumed Responsibility.** Enter the year in which the reporting operator assumed operator responsibility for each well.
- 1i. **Depth.** Enter the total depth of each well in its current state of completion.
- 1j. **County.** Enter the county in which each well is located.
- 1k. **Section-Township-Range.** Enter the Section, Township, and Range in which each well is located. Mark the appropriate box to indicate if the Range is east or west of the Sixth Principal Meridian.
- 1l. **Spot Location.** Enter the spot location of each well by  $\frac{1}{4}$   $\frac{1}{4}$   $\frac{1}{4}$  section. For example, if the footage location is 3630'FSL- 990'FEL, the quarter calls will be NWSENE. A location plat is available online at <http://kcc.ks.gov/conservation/forms/index.htm>.
- 1m. **Footage from Section Line.** Enter the number of feet each well is located from the South ("FSL") or North ("FNL") section line and mark the appropriate box to indicate from which section line the measurement was taken. Enter the number of feet each well is located from the East ("FEL") or West ("FWL") section line and mark the appropriate box to indicate from which section line the measurement was taken.
- 1n. **Type of Well.** Enter the well type for each well. Categories include oil, gas, EOR, SWD, WSW (water supply well), CB (cathodic borehole), CM (coal bed methane), and GS (gas storage).
- 1o. **Well Status.** Enter whether the well is producing (PROD), active disposal or injection (ACT), approved temporarily abandoned (TA'D), Declaratory Order Well (TX), or Inactive (IN) if not producing or being injected into.

### 2. Optional Fields.

The reporting operator may complete each of the following fields:

- 2a. **KDOR Lease Code.** Enter the lease code through which production data is reported to the Kansas Department of Revenue for severance tax purposes. KDOR Lease Code information is available from the KCC Library and the KGS online database. Contact the KCC Library at (316) 337-6200, or visit the KGS database at <http://www.kgs.ku.edu/Magellan/Qualified/index.html>.
- 2b. **Latitude/Longitude.** Only provide the well's GPS latitude/longitude values. Do not provide latitude/longitude values computed from topographical maps or conversion tools such as LEO.
- 2c. **Datum.** This is a required field if latitude/longitude values are provided.

### 3. Signature / Date.

The form must be signed by an officer or an authorized agent for the licensed operator to verify the information being submitted.



KCC License No.: 999999 \*

Company/Individual Name: XYZ Company \*

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION  
**OPERATOR WELL INVENTORY**  
**(FORM OWI-1)**

Lease Name*	Well No.*	API No.**	Year Drilled*	Year Assumed Responsibility*	Depth*	County*	Section-Township-Range*	Spot Location* (Q/Q/Q/Q)	Footage from Section Line* (i.e. FSL = Feet from South Line)	Type of Well* (Oil/Gas/INJ/CB/WSW)	Well Status* (PROD/Active/Inactive)	KDOR Lease Code(s)	Latitude	Longitude	Datum	
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**EXAMPLE - How to complete this form.**