

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: _____

Title: _____

Date: _____

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: _____. Recommended action: _____

Date: _____
Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit
permitted by No.: _____.

Date: _____
Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle:</i> FSL/FNL	<i>Circle:</i> FEL/FWL		
_____	_____	_____	_____	_____	_____
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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: _____

AFFIDAVIT OF NON-PRODUCTION

Richard H. Willoughby, of lawful age, being first duly sworn under oath, states he is familiar with the following described property, to-wit:

The East One-Half (E1/2) of the North One-Half (N1/2) of the Northeast One-Quarter (NE1/4) of Section Twenty-Five (25), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, in Douglas County, Kansas,

which property is covered by the following described Oil and Gas Lease:

Dated: October 2, 2008
Recorded: Book 1042, Page 4667
Lessors: Richard H. Willoughby
Lessee: J&J Operating Company

Affiant also knows of his own knowledge that no oil or gas had been produced from the above described real property for several years, and that production of both oil and gas from the above described oil and gas lease and also an any other oil and gas leases granted prior to the execution of this Affidavit has ceased, that said oil and gas leases were abandoned by the owners thereof and that said oil and gas leases have expired by their own terms. This affidavit is made for the purpose of providing public notice that all oil and gas leases granted prior to the date of this Affidavit including the above described oil and gas lease have terminated by their own terms and that said leases are no longer valid and existing oil and gas leases upon the above described real property.

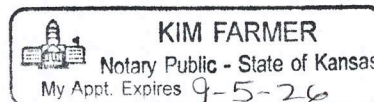
Richard H. Willoughby
Richard H. Willoughby

STATE OF KANSAS
COUNTY OF Douglas, ss:

This instrument was subscribed, sworn to and acknowledged before me on 4 day of ~~January~~ April, 2023, by Richard H. Willoughby.

Kim Farmer
Notary Public

Appointment/Commission Expires:



OIL LEASE

THIS OIL LEASE (the "Lease") is dated the 4th day of APRIL, 2023 (the "Effective Date"). The parties to this Lease are Richard H. Willoughby, a single person, as Lessor (whether one or more), whose address is 1991 N. 1100 Rd., Eudora, Kansas 66025 and Burbank Energy Ascent, LLC, as Lessee, whose address is 3137 Virginia Road, Wellsville, Kansas 66092.

1. For the consideration \$10 Dollars and other valuable consideration, the receipt of which Lessor acknowledges, and the covenants and agreements of Lessee in this Lease, Lessor grants, demises, leases and lets exclusively to Lessee, the lands described below (the "Lands"), for the purposes of mining, exploring by geological, geophysical and other methods, operating for, producing, and taking care of, removing and selling all oil with rights of way and easements for laying pipelines, and the erection of structures necessary or convenient to produce, save, store, make merchantable and transport all the oil produced from the Lands. The Lands covered by this Lease are located in Douglas County, Kansas, and are described as follows:

The East One-Half (E/2) of the East One-Half (E/2) of the North One-Half (N/2) of the Northeast One-Quarter (NE/4) of Section Twenty-Five (25), Township Thirteen (13) South, Range Twenty (20), East of the Sixth Principal Meridian, Douglas County, Kansas.

AND

The East 165 feet of the West One-Half (E/2) of the East One-Half (E/2) of the North One-Half (N/2) of the Northeast One-Quarter (NE/4) of Section Twenty-Five (25), Township Thirteen (13) South, Range Twenty (20), East of the Sixth Principal Meridian, Douglas County, Kansas. IT BEING EXPRESSLY UNDERSTOOD THAT LESSEE SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF THIS 165 FOOT STRIP. THIS 165 STRIP OF REAL PROPERTY IS INCLUDED IN THIS LEASE TO ALLOW LESSEE TO DRILL UPON THE ENTIRETY OF THE ABOVE DESCRIBED 20-ACRE TRACT OF LAND WITHOUT ANY WELL SET BACK RESTRICTIONS TO THE PROPERTY LOCATED ADJACENTLY TO THE WEST OF SAID TRACT.

The Lands contain 20 acres, more or less.

2. This Lease shall remain in full force and effect for a primary term of two (2) years (the "Primary Term") from the Effective Date and as long thereafter as oil is produced from the leased premises in paying quantities, or drilling or reworking operations are continued as provided in this Lease.

3. This is a PAID UP Lease. For the consideration paid to Lessor, Lessee is not obligated to commence and/or continue any operations on the Lands during the Primary Term, or to make any rental payments during the Primary Term. Lessee may at any time or times during or after the Primary Term surrender this Lease as to all or a portion of the Lands by delivering to Lessor, or by filing for record in the county where the Lands are located a release or releases of the Lease, and then be relieved of all accruing obligations as to the portion of the Lands surrendered. The Lease shall continue in force and effect as to all of the Lands not surrendered.

4. Lessee agrees to pay Lessor a royalty on production as follows:

a. Lessee shall deliver to the credit of Lessor as royalty, free of cost, in the pipeline to which Lessee may connect its wells, or into Lessee's storage tanks a 16% part of all oil produced and saved from the Lands. Lessee will pay to Lessor as royalty 16% of the proceeds of the sale of oil at the storage tanks.

b. Lessee shall pay Lessor, as royalty on gas sold from each well, 16% of the proceeds if gas is sold at the well, or if marketed by Lessee off the Lands, 16% of the value received for gas sold off the Lands.

c. Lessee shall pay Lessor 16% of the proceeds received by Lessee from the sale of casinghead gas produced from any oil well and 16% of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas produced from any oil well and used by Lessee off the Lands for any purpose or used on the Lands by Lessee for purposes other than the development and operation of the Lease.

d. Lessee will pay Lessor 16% of the proceeds from the sale of all other products of oil and gas not provided for above. In no event, in the payment of proceeds for royalty, shall Lessee ever be obligated to pay to Lessor, a sum greater than 16% of the sum Lessee actually receives for the sale of oil.

5. Despite anything in this Lease to the contrary, Lessor expressly agrees that if Lessee commences operations for drilling a well at any time while this Lease is in force, this Lease shall remain in force and its term shall continue as long as the operations are prosecuted as provided in this paragraph. If production results from the well, this Lease shall remain valid and in force as long as production continues from the Lands.

6. If at the expiration of the Primary Term oil is not being produced but Lessee is engaged in drilling or reworking operations on the Lands, this Lease shall continue in force so long as those operations are being continuously prosecuted on the Lands. Drilling Operations shall be considered

to be continuously prosecuted if not more than 60 days elapse between the completion or the abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil is discovered and produced as a result of operations at or after the expiration of the Primary Term, this Lease shall continue in force so long as oil, gas, or the products of oil or gas are produced from the Lands.

7. When requested by the owner of the surface of the Lands, Lessee will bury pipelines across cultivated lands below normal plow depth. No well shall be drilled nearer than 200 feet to any house or barn located on the Lands as of the Effective Date of this Lease without the written consent of Lessor. Lessee will pay for damages caused by Lessee's operations to growing crops on the Lands. Lessee shall have the right, at any time, to remove all machinery, equipment and fixtures placed on the Lands, including the right to draw and remove casing.

8. The rights of Lessor and Lessee may be assigned in whole or in part. However, no change in ownership of Lessor's interest in the Lands shall be binding on Lessee until 60 days after Lessee has been furnished with written notice, accompanied by certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of title to Lessor's interest, and then only with respect to payments made after Lessee's actual receipt of the notice. No other notice of any kind, actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portion or parcels of the Lands shall operate to enlarge the obligations or diminish the rights of Lessee. All of Lessee's operations may be conducted without regard to any division of ownership by Lessor. If all or any part of this Lease is assigned by Lessee, no leasehold owner shall be liable for any act or omission on the part of any other leasehold owner. 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 payments and/or royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased 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 is now or may hereafter be divided by sale, devise, or otherwise, or to furnish separate meters, tanks or other measuring devices for oil and/or gas produced from such separate tracts. Lessee may, at any time, cancel or surrender this Lease in whole or in part by delivering or mailing such release to Lessor or by filing the same of record in the Register of Deeds Office in the above-referenced county.

9. All express or implied covenants of this Lease shall be subject to all federal and state laws, executive orders, rules, or regulations of governmental bodies having jurisdiction. This Lease shall not terminate in whole or in part, nor shall Lessee be held liable in damages, for failure to comply with any Lease terms if compliance is prevented as the result of any law, order, rule, or regulation.

10. Lessor expressly warrants and agrees to defend the title to the Lands and agrees Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes, or other liens on the Lands in the event of failure of payment by the Lessor, and Lessee shall be subrogated to the rights of the holder of any mortgage, taxes or other liens. Lessee may reimburse itself for payments out of any royalties or rentals payable to a Lessor for any amounts paid by Lessee for Lessor for or on any mortgage, taxes, or liens.

11. All the provisions of this Lease shall be binding on the heirs, successors, assigns, and legal representatives of the Lessor and Lessee.

12. Upon the execution of this Lease the existing wells, oil and gas related equipment, pump jacks, tanks, separators and other oil and gas related fixtures and personal property shall become the sole property of Lessee and may be used by Lessee its operations hereunder.

Richard Willoughby
Richard H. Willoughby

Lessor

BURBANK ENERGY ASCENT, LLC

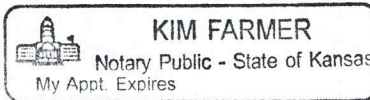
By: Isaac Burbank

Lessee

STATE OF KANSAS
COUNTY OF Douglas, ss:

This instrument was acknowledged before me on the 4 day of April, 2023, by Richard H. Willoughby, a single person.

Appointment/Commission Expires: 9/15/26
Kim Farmer Notary Public



STATE OF KANSAS
COUNTY OF Douglas, ss:

This instrument was acknowledged before me on the 4 day of April, 2023, by Isaac Burbank of Burbank Energy Ascent, LLC, a Kansas limited liability company.

Appointment/Commission Expires: Kaylynn White Notary Public

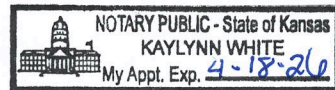


EXHIBIT A

This is an OIL ONLY lease.

Lessee and its successors and assigns shall conduct all operations on the leased premises as a reasonable and prudent operator and in such a way as to cause a minimum of damage to the land and improvements thereon. Lessee shall promptly repair ruts and clean up any spills, and will not allow unused equipment or junk to accumulate on the property. Lessee shall, weather permitting, promptly fill and level any area damages as a result of Lessee's operations to the fullest practical extent, including filling and leveling holes, pits, ruts, roads or excavations in areas no longer used by Lessee. Upon termination of this lease, Lessee shall fully repair all damaged lands not already repaired to as near as is practically possible to the condition it was prior to the commencement of such operations.

At least one week, but not more than two months, prior to commencing any drilling operations on the leased premises Lessee shall inform Lessor of Lessee's intentions. Lessee shall compensate Lessor for actual damages or injury done or caused by Lessee during its operations hereunder to any livestock, growing crops, pasture land, hay meadow, timber, structures, landscaping and/or other improvements as a result of Lessee's operations. This provision shall not limit Lessor's remedies under the law to recover any additional damages that may be incurred by Lessor.

Lessee shall repair any gates, waterways, terraces, pasture or fences damaged by Lessee's operations. All roads and locations shall be kept free of litter, brush debris, weeds and shall at all times be well maintained. Lessee, whenever possible shall use existing access roads and maintain or improve such roads where necessary.

Lessee agrees to fix any squeaky pump or offensive noise upon request by landowners in the vicinity.

All routes of ingress and egress for Lessee's operations shall never consist of landowner's main driveways.

Lessee shall not drill above a stock water pond without the consent of Lessor and Lessee shall be responsible for any and all damages caused to any stock water ponds by Lessee's operations.

Lessee shall notify Lessor of operations and provide maps outlining all routes of lines and wells put on the lands and repair all damages done to the right of ways.

Lessor shall not be responsible for any damages to pipelines, electric lines or any equipment or personal property on the leased premises unless caused by Lessor's negligence or willful acts.

Lessee shall bury all electric lines and lead lines at least 30 inches deep on said lease. No overhead electric lines shall be used without the written permission of Lessor.

This Lease may not be assigned in part or in its entirety without written consent of Lessor, which consent shall not be unreasonably withheld by Lessor. Consideration for such consent shall not be requested nor paid to Lessor, and instead Lessor's consent shall be given based upon the experience of the operator to whom Lessee proposes to assign this lease. Notwithstanding the foregoing, Lessee shall be entitled to assign this Lease in whole or in part to any affiliate of Lessee or to any company which is in whole or in part under common ownership or control as Lessee without the prior written consent of Lessor.

Lessee shall have no right to hunt, fish or camp, or bring dogs, firearms on the leased premises.

Lessee shall indemnify and hold Lessor harmless from any and all claims, causes of action, liens, and environmental liability asserted by any third party (not including Lessor or its tenants or invitees) or governmental agency, arising out of Lessee's operations under the terms of this Lease.

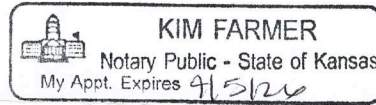
IN ADDITION TO THE
"OIL" ONLY LEASE
FOR 1991 N. 1100 RD
EUDORA, KS. 66025

LESSOR

RICHARD H. WILLOUGHBY
Richard Willoughby

Notarized state of Kansas, county of Douglas
on April 4 2023

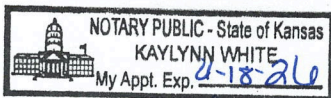
Kimi Farmer



Lessee

Isaac Burbank

Isaac



Kaylynn White