

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the matter of an order to show cause issued) Docket No.: 25-CONS-3139-CSHO
to Cyclone Petroleum, Incorporated regarding)
responsibility for unplugged wells.) CONSERVATION DIVISION
)
_____) License Nos.: 30253

**MOTION FOR AN ORDER TO SHOW CAUSE, DESIGNATION OF A PRESIDING
OFFICER, AND SCHEDULING OF A PREHEARING CONFERENCE**

Staff of the Kansas Corporation Commission (Staff and Commission, respectively) moves the Commission for an Order to Show Cause, the designation of a presiding officer, and the scheduling of a prehearing conference in this matter. In support of the motion, Staff states as follows:

I. JURISDICTION & LEGAL STANDARD

1. The Commission has jurisdiction to regulate oil and gas production in Kansas under Chapter 55 of the Kansas Statutes Annotated and the General Rules and Regulations for the Conservation of Crude Oil and Natural Gas, K.A.R. 82-3-100 *et seq.*

2. K.S.A. 55-162 provides the Commission with jurisdiction to institute proceedings to enforce the laws of Kansas and Commission rules, regulations, and orders.

3. K.S.A. 55-179 provides the Commission with jurisdiction to cause persons to come before it at a hearing to determine the persons legally responsible for the proper care and control of oil and gas wells, including the responsibility to plug the wells.

4. K.S.A. 55-179(b) provides that a person who is legally responsible for the proper care and control of an abandoned well shall be limited to, one or more of the following:

- a. Any person causing pollution or loss of usable water through the well, including any operator of an injection well, disposal well or pressure maintenance program;
- b. The most recent operator to produce from or inject or dispose into the well, but if no production or injection has occurred, the person that caused the well to be drilled. A person shall not be legally responsible for a well pursuant to this paragraph if: (A) such person can demonstrate that the well was physically operating or was in compliance with temporary abandonment regulations immediately before such person transferred or assigned the well to an operator with an active operator's license; and (B) a completed report of transfer was filed pursuant to Commission regulations if transferred or assigned after August 28, 1997;
- c. The person that most recently accepted responsibility for the well by accepting an assignment or by signing an agreement or other written document between private parties, in which the person accepted responsibility. Accepting an assignment of a lease, obtaining a new lease or signing an agreement or any other written document between private parties shall not in and of itself create responsibility for a well located upon the land covered thereby unless such instrument adequately identifies the well and expressly transfers responsibility for such well.
- d. The operator that most recently filed a completed report of transfer with the Commission in which such operator accepted responsibility for the well or if no completed report of transfer has been filed, the operator that most recently

filed a well inventory with the Commission in which such operator accepted responsibility for the well;

- e. The operator that most recently plugged the well, if no Commission funds were used; and
- f. any person that does any of the following to an abandoned well without authorization from the Commission: (A) tampers with or removes surface or downhole equipment that was physically attached to the well or inside the well bore; (B) intentionally destroys, buries or damages the well; (C) intentionally alters the physical status of the well in a manner that will result in more than a de minimis increase in plugging costs; or (D) conducts any physical operations upon the well.

II. STAFF'S ALLEGATION OF FACTS

5. At issue is the operator legally responsible for the Swaim #1, API #15-035-23624, and Swaim #B-1, API #15-035-23712, wells located in Section 7, Township 35 South, Range 3 East, Cowley County, Kansas (Subject Wells):

6. Inspections conducted by District #2 Staff have found the Subject Wells to be abandoned and unplugged. Cyclone Petroleum, Incorporated (Operator) appears responsible for the Subject Wells as the most recent operator to produce from or inject or dispose into the wells pursuant to K.S.A. 55-179(b)(2). Additionally, Operator appears responsible for the Subject Wells as the person that most recently accepted responsibility for the Subject Wells by accepting an assignment or by signing an agreement or other written document, between private parties, in which the person accepted responsibility pursuant to K.S.A. 55-179(b)(3).

7. On July 23, 2024, Commission Litigation Counsel sent a letter to Operator regarding the responsibility of the Subject Wells.¹ The letter requested that Operator file Well Plugging Application (CP-1) forms by August 30, 2024, and that Operator would have 30 days thereafter to plug the Subject Wells. To date, the no CP-1 forms have been filed and the Subject Wells remain unplugged.

III. CONCLUSION

8. Based on the above, Staff believes that the Commission should cause Operator to come before it at a hearing to show why it should not be responsible for plugging the Subject Wells. Therefore, Staff respectfully requests the Commission issue an order to show cause, designate a presiding officer, and schedule a prehearing conference.

Respectfully submitted,

/s/ Kelcey Marsh
Kelcey A. Marsh, #28300
Litigation Counsel | Kansas Corporation Commission
266 N. Main, Suite 220 | Wichita, Kansas 67202
Phone: 316-337-6200 | Email: Kelcey.Marsh@ks.gov

¹ Exhibit A.

Andrew J. French, Chairperson
Dwight D. Keen, Commissioner
Susan K. Duffy, Commissioner

Laura Kelly, Governor

July 23, 2024

James M C Haver
Cyclone Petroleum, Incorporated
1030 W. Main St.
Jenks, OK 74037-3525

**Re: Swaim #1, API #15-035-23624; and
Swaim #B-1, API #15-035-23712**

Operator,

Commission Staff have determined that Cyclone Petroleum, Incorporated appears to be a responsible party for the referenced wells located in Section 7, Township 35 South, Range 3 East, Cowley County, Kansas. Cyclone Petroleum appears to be a responsible party for these two wells pursuant to K.S.A. 55-179(b)(2) as the most recent operator to produce from or inject or dispose into the well. Additionally, Cyclone Petroleum appears to be a responsible party pursuant to K.S.A. 55-179(b)(3) as the person that most recently accepted responsibility for the well by accepting an assignment or by signing an agreement or other written document, between private parties, in which the person accepted responsibility. For reference, I have attached the relevant statutory authority and the documentation that was provided indicating that Cyclone Petroleum is responsible for these wells.

There are two ways that this issue can be resolved. First, Cyclone Petroleum can file Well Plugging Application (CP-1) forms for the referenced wells by August 30, 2024. Once the Commission receives the CP-1 forms, you will have 30 days to plug the wells, unless we have agreed to more time. Second, if Cyclone Petroleum fails to timely file CP-1 forms for the referenced wells or fails to timely plug the wells, then Staff will file a motion for show cause where you would be required to appear before the Commission to present evidence why you should not be required to plug the wells or reimburse Staff's incurred costs of plugging the wells. I am hopeful we can resolve this matter without the Commission taking formal enforcement action.

You are welcome to contact me by phone at 316.337.6200 or email at Kelcey.Marsh@ks.gov to discuss this matter in further detail.

Sincerely,

/s/ Kelcey Marsh

Kelcey Marsh, #28300
Litigation Counsel
Conservation Division
Kansas Corporation Commission

cc: Jeff Klock, District #2

2021 Kansas Statutes

55-179. Same; responsibility for remedial actions; hearings; orders; plugging. (a) If the commission determines that a well is an abandoned well and has reason to believe that any person is legally responsible for the proper care and control of such well, the commission shall cause any such person to come before the commission in accordance with the provisions of the Kansas administrative procedure act. If the commission finds that any person is, in fact, legally responsible for the proper care and control of such well, the commission may issue any orders obligating any such person to plug the well or to otherwise cause such well to be brought into compliance with all rules and regulations of the commission and may order any other remedies as may be just and reasonable. Proceedings for reconsideration and judicial review of any order shall be conducted in the manner provided pursuant to K.S.A. 55-606, and amendments thereto.

(b) A person that is legally responsible for the proper care and control of an abandoned well shall be limited to one or more of the following:

- (1) Any person causing pollution or loss of usable water through the well, including any operator of an injection well, disposal well or pressure maintenance program;
- (2) the most recent operator to produce from or inject or dispose into the well, but if no production or injection has occurred, the person that caused the well to be drilled. A person shall not be legally responsible for a well pursuant to this paragraph if: (A) Such person can demonstrate that the well was physically operating or was in compliance with temporary abandonment regulations immediately before such person transferred or assigned the well to an operator with an active operator's license; and (B) a completed report of transfer was filed pursuant to commission regulations if transferred or assigned after August 28, 1997;
- (3) the person that most recently accepted responsibility for the well by accepting an assignment or by signing an agreement or other written document, between private parties, in which the person accepted responsibility. Accepting an assignment of a lease, obtaining a new lease or signing an agreement or any other written document between private parties shall not in and of itself create responsibility for a well located upon the land covered thereby unless such instrument adequately identifies the well and expressly transfers responsibility for such well;
- (4) the operator that most recently filed a completed report of transfer with the commission in which such operator accepted responsibility for the well or, if no completed report of transfer has been filed, the operator that most recently filed a well inventory with the commission in which such operator accepted responsibility for the well. Any modification made by commission staff of any such documents shall not alter legal responsibility unless the operator was informed of such modification and approved of the modification in writing;
- (5) the operator that most recently plugged the well, if no commission funds were used; and
- (6) any person that does any of the following to an abandoned well without authorization from the commission: (A) Tamper with or removes surface or downhole equipment that was physically attached to the well or inside the well bore; (B) intentionally destroys, buries or damages the well; (C) intentionally alters the physical status of the well in a manner that will result in more than a de minimis increase in plugging costs; or (D) conducts any physical operations upon the well.

(c) If the commission determines that no person is legally responsible for the proper care and control of an abandoned well, or that each legally responsible person is dead, no longer in existence, insolvent or can no longer be found, then the commission shall cause such well

to be plugged as funds become available. The cost of such plugging shall be paid by the commission from the abandoned oil and gas well fund created pursuant to K.S.A. 55-192, and amendments thereto.

(d) The validity of any order issued by the commission prior to July 1, 2021, shall not be affected by the provisions of this section but shall apply to any determination of responsibility regarding any abandoned well.

(e) As used in this section, "abandoned well" means a well that is not claimed on an operator's license that is active with the commission and is unplugged, improperly plugged or no longer effectively plugged.

History: L. 1986, ch. 201, § 31; L. 1988, ch. 356, § 165; L. 1993, ch. 62, § 1; L. 1996, ch. 263, § 7; L. 2001, ch. 191, § 6; L. 2021, ch. 28, § 6; July 1.

FORM 88 -- (PRODUCER'S SPECIAL) (PAID-UP)

63U (Rev. 1993)

OIL AND GAS LEASE

Reorder No.
09-115KANSAS BLUE PRINT CO. INC.
315-264-9344 • P.O. Box 790 • Wichita, KS 67201-0790AGREEMENT, Made and entered into the 18th day of July 2002by and between William P. Swaim, Trustee forThe William P. Swaim Revocable Trust Agreement Dated November 1, 1991whose mailing address is 2500 Hummingbird Lane - Ponca City, OK 74601

hereinafter called Lessor (whether one or more),

and MARTIN MCCORGARY

hereinafter called Lessee:

Lessor, in consideration of -----Ten and More----- Dollars (\$10.00 & More) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Cowley State of Kansas described as follows to-wit:

The Southeast Quarter(SE $\frac{1}{4}$)

In Section 7 Township 35 South Range 3 East and containing 160 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of one(1) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate, therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

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 their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. 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.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, 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 above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty 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 so pooled in the particular unit involved.

In the event that a compressor is installed on the leased premises, Lessor shall bear no part of the expense for the installation or operation of said compressor. Lessor is to receive a full one-eighth(1/8) of the proceeds received by the Lessee for the sale of oil and gas products produced from the leased premises.

Lessee acknowledges the responsibility for surface damages incurred during drilling. No gravel shall be used on roads.

No drilling shall be done until three(3) existing wells are produced or plugged.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Witnesses:

Soc. Sec. No. 514-24-2949

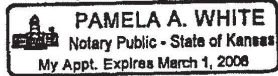
William P. Swaim

(William P. Swaim, Trustee of The William P. Swaim Revocable Trust Agreement Dated November 1, 1991)

1200 Martin E. McCorgary, 1180 322nd Rd, Arkansas City KS 67405

STATE OF OKLAHOMA KANSAS ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
 COUNTY OF COWLEY
 The foregoing instrument was acknowledged before me this 22 day of JULY, 2002,
 by William P. Swaim, Trustee of The William P. Swaim Revocable Trust Agreement
 Dated November 1, 1991

My commission expires 3-1-06 Pamela A. White
 Notary Public



STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
 COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____,
 by _____ and _____

My commission expires _____
 Notary Public

STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
 COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____,
 by _____ and _____

My commission expires _____
 Notary Public

STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
 COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____,
 by _____ and _____

My commission expires _____
 Notary Public

004130
 No. _____
 OIL AND GAS LEASE

FROM

TO

COMPARED _____
 NUMERICAL _____
 DIRECT _____
 INDIRECT _____
 REGISTRATION _____

STATE OF Kansas
 County Cowley

This instrument was filed for record on the 22nd

day of July, 2002
 at 2:10 o'clock P. M., and duly recorded
 in Book 651 Page 521 of

the records of this office.

By Nancy C. Swaim Register of Deeds.
 When recorded, return to 1800 1/2 S. 1st Ave
4.00

STATE OF _____ ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
 COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____,
 by _____
 of _____ a _____
 corporation, on behalf of the corporation.
 My commission expires _____
 Notary Public

Mid-Continent Association Form B

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

MARTIN MCCORGARY

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto SUNDANCE OIL & GAS LLC

(hereinafter called Assignee), all right, title and interest in and to the oil and gas lease dated July 18, 2002, from William P. Swaim, Trustee for
The William P. Swaim Revocable Trust Agreement Dated November 1, 1991

lessor
to MARTIN MCCORGARY, lessee
recorded in book 654, page 521 insofar as said lease covers the following described land in Cowley County, State of Kansas:

The Southeast Quarter(SE1)

COMPARED _____
NUMERICAL /
DIRECT /
INDIRECT /
REGISTRATION /

of Section 7 Township 35 South Range 3 East and containing 160 acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed,

EXECUTED, This 1st day of August, 2002

MARTIN MCCORGARY
MARTIN MCCORGARY

STATE OF KANSAS } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF COWLEY
Before me, the undersigned, a Notary Public, within and for said County and State, on this 1st day of August, 2002, personally appeared MARTIN MCCORGARY and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires December 20, 2004

Robert W. Morgan
Robert W. Morgan Notary Public

STATE OF KANSAS } ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF COWLEY
Be it remembered that on this 12/20/04 day of December, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came _____ president of _____

a corporation of the State of _____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires _____ Notary Public

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

COPY

Operator: License # 30253
Name: CYCLONE PETROLEUM, INC.
Address: 1030 W. Main
City/State/Zip: Jenks, OK 74037
Purchaser: SEMINOLE TRANSPORTATION
Operator Contact Person: James Haver
Phone: (918) 291-3200
Contractor: Name: Summit Drilling
License: 30141
Wellsite Geologist: NA

Designate Type of Completion:
☒ New Well ☐ Re-Entry ☐ Workover
☐ Oil ☐ SWD ☐ SIOW ☐ Temp. Abd.
☒ Gas ☐ ENHR ☐ SIGW
☐ Dry ☐ Other (Core, WSW, Expl., Cathodic, etc)

If Workover/Re-entry: Old Well Info as follows:

Operator: _____
Well Name: _____

Original Comp. Date: _____ Original Total Depth: _____

☐ Deepening ☐ Re-perf. ☐ Conv. to Enhr./SWD

☐ Plug Back ☐ Plug Back Total Depth

☐ Commingled ☐ Docket No. _____

☐ Dual Completion ☐ Docket No. _____

☐ Other (SWD or Enhr.?) ☐ Docket No. _____

9/26/02 10/6/02 10/25/02
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API No. 15 - 035-24169-00-00

County: COWLEY

SW SW SE/4 Sec. 7 Twp. 35 S. R. 3 ☒ East ☐ West

330 feet from (S) / N (circle one) Line of Section

2310 feet from (E) / W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:

(circle one) NE (SE) NW SW

Lease Name: SWAIM-SUNDANCE Well #: 7

Field Name: Murphy

Producing Formation: Cleveland

Elevation: Ground: 1187 Kelly Bushing: _____

Total Depth: 3825 Plug Back Total Depth: _____

Amount of Surface Pipe Set and Cemented at 300 Feet

Multiple Stage Cementing Collar Used? ☒ Yes ☐ No

If yes, show depth set 2300' Feet

If Alternate II completion, cement circulated from _____

feet depth to _____ w/ _____ sx cmf.

Drilling Fluid Management Plan
(Data must be collected from the Reserve Pit)

Chloride content _____ ppm Fluid volume _____ bbls

Dewatering method used _____

Location of fluid disposal if hauled offsite: _____

Operator Name: _____

Lease Name: _____ License No.: _____

Quarter _____ Sec. _____ Twp. _____ S. R. _____ ☐ East ☐ West

County: _____ Docket No.: _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature: _____

Title: President Date: 7-23-03

Subscribed and sworn to before me this 23 day of July

2003

Notary Public: B. Hampton

Date Commission Expires: _____

Notary Public Oklahoma
OFFICIAL SEAL
B. HAMPTON
TULSA COUNTY

KCC Office Use ONLY

N Letter of Confidentiality Attached

If Denied, Yes ☐ Date: _____

V Wireline Log Received

N Geologist Report Received

____ UIC Distribution

Exhibit A
Page 7 of 8

Operator Name: CYCLONE PETROLEUM, INC. Lease Name: SWAIM-SUNDANCE Well #: 7
 Sec. 7 Twp. 35 S. R. 3 ☒ East ☐ West County: COWLEY

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken ☐ Yes ☒ No
 (Attach Additional Sheets)

Samples Sent to Geological Survey ☐ Yes ☒ No

Cores Taken ☐ Yes ☒ No

Electric Log Run ☒ Yes ☐ No
 (Submit Copy)

List All E. Logs Run:

Dual Induction Log
 Dual Comp. Porosity Log

RECEIVED

JUL 25 2003

KCC WICHITA

☐ Log Formation (Top), Depth and Datum ☐ Sample

Name	SEVERY LIME SEVERY SAND TOPEKA LIME TOP HOOVER BASE HOOVER DOUGLAS ITAN LIME STALNAKER LAYTON	1420 1485-1505 1600 1920* 2115 2125 2240 2290 2735 2720 - If good drilling break. Drill 10' core. Samples 15-25-35" samples	Datum
	MARMATION CLEVELAND SAND OSWEGO BARTLESVILLE B.V. MCCO (CHERT) MISS SOLED SIMPSON SAND	2955' 3055-75 Possible oil or gas 3115 3400 (Should have 5 SW/bbl LCM in Mud before drilling 3455 3445 3745 *Drill 10' drilling bit. Core samples 20-40-60" 3800-3825	

CASING RECORD ☐ New ☐ Used

Report all strings set-conductor, surface, intermediate, production, etc.

Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
SURFACE	12 1/4	8 5/8		318	Class A	175	3% Cac12 & Flocele
PROD.	7 7/8	4 1/2	11.6	3550	Class A	240	2% Gel, 2% Cac12, Gilsonite 4#/sk

ADDITIONAL CEMENTING / SQUEEZE RECORD

Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate				
<input type="checkbox"/> Protect Casing				
<input type="checkbox"/> Plug Back TD				
<input type="checkbox"/> Plug Off Zone				

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
2	2151'-2153'	115 Sks Class A, 20/40 Sand	
2	3074'-3082', Cast Iron # 3150'	100 Sks Class A	

TUBING RECORD	Size	Set At	Packer At	Liner Run
	2 3/8		2137'	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of First, Resumed Production, SWD or Enhr.	Producing Method
NONE	<input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)

Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity

Disposition of Gas METHOD OF COMPLETION Production Interval

☐ Vented ☐ Sold ☐ Used on Lease
 (If vented, Submit ACO-18.)

☐ Open Hole ☐ Perf. ☐ Dually Comp. ☐ Commingled
☐ Other (Specify) _____

CERTIFICATE OF SERVICE

25-CONS-3139-CSHO

I, the undersigned, certify that a true and correct copy of the attached Motion for an Order to Show Cause, Designation of a Presiding Officer, and the Scheduling of a Prehearing Conference has been served to the following by means of first class mail and electronic service on October 14, 2024.

DANIEL FOX, COMPLIANCE OFFICER, KCC DISTRICT 2
KANSAS CORPORATION COMMISSION
DISTRICT OFFICE NO. 2
3450 N. ROCK RD BLDG 600 STE 601
WICHITA, KS 67226
dan.fox@ks.gov

JAMES M C HAVER
CYCLONE PETROLEUM INCORPORATED
1030 W MAIN ST
JENKS, OK 74037-3525
lordhaver@gmail.com

JEFF KLOCK
KANSAS CORPORATION COMMISSION
DISTRICT OFFICE NO. 2
3450 N. ROCK RD BLDG 600 STE 601
WICHITA, KS 67226
jeff.klock@ks.gov

KELCEY MARSH, LITIGATION COUNSEL
KANSAS CORPORATION COMMISSION
CENTRAL OFFICE
266 N. MAIN ST, STE 220
WICHITA, KS 67202-1513
kelcey.marsh@ks.gov

JONATHAN R. MYERS, ASSISTANT GENERAL COUNSEL
KANSAS CORPORATION COMMISSION
266 N. Main St., Ste. 220
WICHITA, KS 67202-1513
jon.myers@ks.gov

/s/ Paula J. Murray
Paula J. Murray