For KCC Use:
Effective Date:
District #
CA2 Vos No

# Kansas Corporation Commission Oil & Gas Conservation Division

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

# NOTICE OF INTENT TO DRILL

	On at Description.
Expected Spud Date: month day year	Spot Description:         Sec.         Twp.         S. R TE W
	Sec Twp S. R E W
DPERATOR: License#	feet from E / W Line of Section
ddrees 1:	Is SECTION: Regular Irregular?
ddress 1:ddress 2:	
State: Zip: +	(Note: Locate well on the Section Plat on reverse side)
Contact Person:	County: Well #:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet MSL
Oil Enh Rec Infield Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary	Public water supply well within one mile:
Disposal Wildcat Cable Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
Outer.	Surface Pipe by Alternate:
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
	Water Source for Drilling Operations:
irectional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
Yes, true vertical depth:	DWR Permit #:
Sottom Hole Location:	(Note: Apply for Permit with DWR )
(CC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
AFI	FIDAVIT
he undersigned hereby affirms that the drilling, completion and eventual plu	
is agreed that the following minimum requirements will be met:	355
<ol> <li>Notify the appropriate district office <i>prior</i> to spudding of well;</li> <li>A copy of the approved notice of intent to drill <i>shall be</i> posted on each</li> </ol>	drilling rig:
3. The minimum amount of surface pipe as specified below <i>shall be set</i>	<b>0 0</b> .
through all upperpolidated materials after a minimum of OC for the the	e underlying formation
through all unconsolidated materials plus a minimum of 20 feet into the	o underlying termidation.
4. If the well is dry hole, an agreement between the operator and the dist	trict office on plug length and placement is necessary prior to plugging;
<ul><li>4. If the well is dry hole, an agreement between the operator and the dist</li><li>5. The appropriate district office will be notified before well is either plugg</li></ul>	trict office on plug length and placement is necessary <b>prior to plugging</b> ; ged or production casing is cemented in;
<ul><li>4. If the well is dry hole, an agreement between the operator and the dist</li><li>5. The appropriate district office will be notified before well is either plugg</li><li>6. If an ALTERNATE II COMPLETION, production pipe shall be cemente</li></ul>	trict office on plug length and placement is necessary <i>prior to plugging;</i> ged or production casing is cemented in; d from below any usable water to surface within <i>120 DAYS</i> of spud date.
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Signature of Operator or Agent:

1980' FSL

SEWARD CO. 3390' FEL

Side Two

For KCC Use ONLY	
API # 15	_

### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

Operator:				f Well: County: _	
Lease:					_
Well Number: Field:					feet from E / W Line of Section S. R
Number of Acres attribu QTR/QTR/QTR/QTR of	table to well:		Is Section:		or Irregular
				is Irregular, loc	ate well from nearest corner boundary.  NE NW SE SW
			PLAT		
		s and electrical lines,	arest lease or unit boo	ansas Surface O	w the predicted locations of wner Notice Act (House Bill 2032).  LEGEND
	tank batteries, pipeline	s and electrical lines, You may attac	arest lease or unit bot as required by the Ka ch a separate plat if d	ansas Surface Orlesired.	wner Notice Act (House Bill 2032).

2390 ft. NOTE: In all cases locate the spot of the proposed drilling locaton.

### 165 ft.

### In plotting the proposed location of the well, you must show:

- 1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
- 2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
- 3. The distance to the nearest lease or unit boundary line (in footage).
- 4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
- 5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.

# Kansas Corporation Commission Oil & Gas Conservation Division

Form CDP-1 May 2010 Form must be Typed

## **APPLICATION FOR SURFACE PIT**

Submit in Duplicate

Operator Name:			License Number:	
Operator Address:				
Contact Person:		Phone Number:		
Lease Name & Well No.:			Pit Location (QQQQ):	
Type of Pit:	Pit is:			
Emergency Pit Burn Pit	Proposed	Existing	SecTwp R	
Settling Pit Drilling Pit	If Existing, date cor	nstructed:	Feet from North / South Line of Section	
Workover Pit Haul-Off Pit  (If WP Supply API No. or Year Drilled)	Pit capacity:	(bbls)	Feet from East / West Line of SectionCounty	
Is the pit located in a Sensitive Ground Water A	rea? Yes	No	Chloride concentration: mg/l  (For Emergency Pits and Settling Pits only)	
Is the bottom below ground level?  Yes No	Artificial Liner?	lo	How is the pit lined if a plastic liner is not used?	
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet) N/A: Steel Pits	
Depth fro	om ground level to dee	pest point:	(feet) No Pit	
material, thickness and installation procedure.			cluding any special monitoring.	
Distance to nearest water well within one-mile of	of pit:	Depth to shallo Source of infor	west fresh water feet. nation:	
feet Depth of water well	feet	measured	well owner electric log KDWR	
Emergency, Settling and Burn Pits ONLY:		Drilling, Work	ver and Haul-Off Pits ONLY:	
Producing Formation:		Type of materia	l utilized in drilling/workover:	
Number of producing wells on lease:		Number of worl	king pits to be utilized:	
Barrels of fluid produced daily:		Abandonment p	procedure:	
Does the slope from the tank battery allow all s flow into the pit? Yes No	pilled fluids to	Drill pits must b	e closed within 365 days of spud date.	
Submitted Electronically				
	KCC	OFFICE USE O	NLY  Liner Steel Pit RFAC RFAS	
Date Received: Permit Numl	ber:	Permi	t Date: Lease Inspection:	

### Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
January 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed:	athodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	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
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	
If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathod the KCC with a plat showing the predicted locations of lease roads, tank are preliminary non-binding estimates. The locations may be entered on Select one of the following:	batteries, pipelines, and electrical lines. The locations shown on the plat
owner(s) of the land upon which the subject well is or will be lo	ct (House Bill 2032), I have provided the following to the surface cated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form eing filed is a Form C-1 or Form CB-1, the plat(s) required by this id email address.
KCC will be required to send this information to the surface own	knowledge that, because I have not provided this information, the ner(s). To mitigate the additional cost of the KCC performing this of the surface owner by filling out the top section of this form and CC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handling to form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1	iee with this form. If the fee is not received with this form, the KSONA-1 will be returned.
Submitted Electronically	



# BOX 8604 - PRATT, KS 67124 (620) 672-6491

OIL FIELD SURVEYORS

422194 INVOICE NO.

LOTUS OPERATING CO LLC

OPERATOR

PRATT

COUNTY

S

LOTUS OPERATING CO LLC
100 S Main, Ste 420
Wichita, KS 67202

#2

PERKINS

FARM

165' FSL & 2390' FWL of Sec

LOCATION

ELEVATION: 1995' GR

AUTHORIZED BY: \_\_

Tim Hellman

SCALE: 1" = 1000' Set 5' T-post and 3' wood stake. Moderate slope wheat field. Stake is west of waterway. Used bright quarter! GPS Coordinates: 37.514569 -98.913178 NAD83 Lease road and lead lines Tank Battery for #1 and #2 Perkins STAKE 2390 165 2016.5 GR 1 4 mi. east to 4/25/19 DATE STAKED: . Coats, KS

# **LOTUS OPERATING** Legend PERKINS #2 37.515036 -98.916872 165' FSL & 2390' FWL OF SEC. PRATT CO, KS GPS DATUM: NAD83 SW-100th-Ave 37.5145686 -98.91317882 SW-90th-St-Google Earth © 2018 Google @ 2018 Google

Register of Deeds Pratt County, Kansas Sherry L. Wenrich Ok: 472 Page: 576-577 pt #: 27367 Total Fees: \$38.00 Book: Receipt #: 27367 Pages Recorded: 2

Date Recorded: 4/6/2018 10:10:57 AM



When Recorded, Return To: **HOP Energies, LLC** PO Box 47911 Wichita, Ks 67201

### OIL AND GAS LEASE

AGREEMENT, made and entered into this 29th day of March, 2018, by and between Norma Lee Perkins and Harold R. Perkins, wife and husband whose mailing address is 2606 El Rancho Rd. Sidney, NE 69162, hereinafter called lessor (whether one or more), and Lotus Operating Co., LLC., 100 S. Main, Suite 420, Wichita, KS 67202 , hereinafter called lessee.

1. Lessor, in consideration of Ten Dollars (\$ 10.00) and more, in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, underground 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 temporary housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of Pratt, State of Kansas, described as follows, to wit:

Township 29 South, Range 15 West

Section 13: SW/4 Section 24: S/2NW/4

In Section XXXX, Township XXXX, Range XXXX and containing 240.00 Acres, more or less,

- Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.
- In consideration of these premises lessee covenants and agrees:
  - To deliver to the credit of lessor, free of cost, in the pipeline 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.
  - 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 to lessor only in the proportion which lessor's interest bears to the whole and undivided fee.
- 6. 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.
- 7. When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.
- No well shall be drilled nearer than 200 feet to a house or barn now on said premises without the written
- Lessee shall pay for all damages caused by lessee's operations to growing crops on said land.
- 10. 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.

63 U-HPKN (Rev. 1993, ATH 1/24/2012)

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- 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, but no change in the ownership of the lands or assignment of rentals or royalties shall be binding on 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.
- 12. 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.
- 13. 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.
- 14. 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 leases is made, as recited herein.
- 15. 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 or into a unit or units not exceeding 640 acres each in the event of a horizontal oil or gas well provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leases 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. Production, drilling or reworking operations anywhere on the unit or pooled acreage, which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises. 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.
- 16. Lessee, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commencing operations.
- 17. Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and restoring terraces disturbed by operations.
- 18. In the event some or all of the lands covered by this lease are enrolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall comply with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate Lessor for CRP penalties or CRP withdrawal reimbursements resulting directly from Lessee's operations hereunder.

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

Morma Lee Pe	r Lie Perkiñs	_	Harold R. Perkins		
STATE of COUNTY of	Nebraska L'heyenne	) ) )	ss:	Acknowledgment for Individual (KS, OK, CO)	

Before me, the undersigned, a Notary Public, within and for said County and State, on this <u>29<sup>th</sup></u> day of <u>March, 2018</u>, personally appeared <u>Norma Lee Perkins and Harold R. Perkins, wife and husband</u>, to me personally known to be the identical person(s) who executed the within foregoing instrument and acknowledged to me that <u>thev</u> executed the same as <u>their</u> free and voluntary act(s) and deed(s) 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

GENERAL NOTARY - State of Nebraska
CLINT N. NORMAN
My Comm. Exp. July 28, 2018

Notary Public

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

63U (Rev. 1993)

### OIL AND GAS LEASE





	ade and entered into the <u>30th</u> day of	January	20 <u><b>07</b></u>
and between	Patricia Kay Hatfield and Ross D. I	Hatfield, her husband	
	5178 SW Old Orchard Rd.	A CANADA	
•	Port Orchard, WA 98367		
nose mailing address	s is	hereinafter called	d Lessor (whether one or more),
ıd	Cross Bar Energy, LLC		
	PO Box 400, Valley Center, KS 6	7147-0400	, hereinafter called Lessee
ne agreements of the ther means, prospectivater, other fluids, and o produce, save, take roducts manufactured equired interest, there The West Ha	lessee herein contained, hereby grants, leases and ing drilling, mining and operating for and produci d air into subsurface strata, laying pipe lines, storic care of, treat, manufacture, process, store and trai		ng, exploring by geophysical an onstituent products, injecting ga- ther structures and things thereo we constituent products and other any reversionary rights and after
Section 24	, Township 29 South, Range 15	West and containing 160 acres, more of	or less, and all accretions thereto
nereafter as oil, liquid In consideration of 1st. To deliver to roduced and saved fr 2nd. To pay lessor ighth (1/8), at the ma or the gas sold, used o	I hydrocarbons, gas or other respective constituent the premises the said lessee covenants and agrees the credit of lessor, free of cost, in the pipe line on the leased premises. for gas of whatsoever nature or kind produced an arket price at the well, (but, as to gas sold by lesse off the premises, or in the manufacture of products	force for a term of <u>three (3)</u> years from this date (cal products, or any of them, is produced from said land or land to which lessee may connect wells on said land, the equal sold, or used off the premises, or used in the manufacture e, in no event more than one-eighth (1/8) of the proceeds receive therefrom, said payments to be made monthly. Where gas solved per year per net mineral acre retained hereunder, and if so	with which said land is pooled.  al one-eighth (1/8) part of all o e of any products therefrom, one evived by lessee from such sales from a well producing gas only is
This lease may be e term of this lease of	at gas is being produced within the meaning of the maintained during the primary term hereof without or any extension thereof, the lessee shall have the	ut further payment or drilling operations. If the lessee shall	commence to drill a well with
rst mentioned.  If said lessor owns aid the said lessor on Lessee shall have the	found in paying quantities, this lease shall continue a less interest in the above described land than the aly in the proportion which lessor's interest bears to the right to use, free of cost, gas, oil and water products.	e and be in force with like effect as if such well had been con- e entire and undivided fee simple estate therein, then the royal to the whole and undivided fee. duced on said land for lessess's operation thereon, except war	ompleted within the term of year alties herein provided for shall b
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Register of Deeds
Pratt County, Kansas
Sherry L. Wenrich
Book: 328 Page: 402
Receipt #: 8430 Total Fees: \$12.00
Pages Recorded: 2
Date Recorded: 2/13/2007 11:40:31 AM



KS PR-0141-30573-00

ATE OF Washing lon ACKN	day of febuary Ross AHattield (MsOkCoNe)
foregoing instrument was acknowledged before me this	day of telouary
pantionaghartiera	and Ross William French
Nels 7 2010	1 2 2 M
commission expires July 7, 2010	Notary Public
	William Co.
TE OF	ARTE IN A SECOND
INTY OF	NOWLEDGMENT FOR INDIVIDUAL ROOKS NO
foregoing instrument was acknowledged before me this	
	SOLUTION OBLICE
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poration, on behalf of the corporation.	_ a

My commission expires \_\_\_

Book: 328 Page: 403

Register of Deeds Pratt County, Kansas Sherry L. Wenrich ok: 472 Page: 578-579 pt #: 27367, Total Fees: \$38.00 Receipt #: 27367 Pages Recorded: 2 Date Recorded: 4/6/2018 10:10:58 AM



When Recorded, Return To: **HOP Energies, LLC** P.O. Box 47911 Wichita, KS 67201

### OIL AND GAS LEASE

3rd day of April AGREEMENT, made and entered into this \_ <u>, 2018</u>, by and between Robert A. Kenworthy, a single man whose mailing address is 90395 SW 90th St., Coats, Kansas 67028 hereinafter called lessor (whether one or more), and Lotus Operating Company, LLC , hereinafter called lessee.

Lessor, in consideration of Ten Dollars (\$ 10.00) and more, in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, underground 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 temporary housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of Pratt, State of Kansas, described as follows, to wit:

> Township 29 South, Range 15 West Section 24: N/2NW/4

In Section _	XX	, Township	XX_	, Range	XX	and containing	80.000	_Acres, more or	r less, and all
accretions t	hereto.								

- Subject to the provisions herein contained, this lease shall remain in force for a term of \_three (3)\_ years from this date (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.
- In consideration of these premises lessee covenants and agrees:
  - To deliver to the credit of lessor, free of cost, in the pipeline 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.
  - 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 there from, 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 to 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 the leased premises for lessee's operations thereon, except water from wells of lessor.
- When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.
- No well shall be drilled nearer than 200 feet to a house or barn now on said premises without the written consent of the lessor.
- Lessee shall pay for all damages caused by lessee's operations to growing crops on said land.
- 10. 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.
- 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, but no change in the ownership of the lands or assignment of rentals or royalties shall be binding on lessee until after

63 U (Rev. 1993, ATH 11/2011)

- 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.
- 12. 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.
- 13. 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.
- 14. 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 leases is made, as recited herein.
- 15. 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 leases 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 WITNESS V	VHEREOF, the undersign	ned execute this instrum	nent as of the day	y and year first writte	en above.
X Asbull	Then on the				
Robert A. Ken	worthy				
STATE of COUNTY of	Kansas Pratt	) ) ss: Acknowledg )	ment for Individ	lual (KS, OK, CO)	
Notary Public, o man, personally	emembered that on thisi duly commissioned, in an v known to me to be such the duly acknowledged the	d for the county and sta person, and to be the s	ate aforesaid, can ame person who	ne Robert A. Kenwe executed the forego	orthy, a single ing instrument
	VHEREOF, I have hereur expiresy ANIEL F. DROGKS	×	mo Al	and year last above	written.
My Ap	NOTARY PUBLIC STATE OF KANSAS pt. Exp. 2-15-2022	Dagaret I .		2.3000	

Register of Deeds Pratt County, Kansas Sherry L. Wenrich OOK: 473 Page: 80-81

Books 80 - 81Receipt #: 27422 Total Fees: \$38.00 Pages Recorded: 2 Date Recorded: 4/18/2018 10:05:42 AM



When Recorded, Return To: HOP Energies, LLC PO Box 47911 Wichita, Ks 67201

### **OIL AND GAS LEASE**

AGREEMENT, made and entered into this 2<sup>nd</sup> day of April, 2018, by and between Patricia Kay Hatfield, a single person whose mailing address is 5178 SW Old Clifton Road Port Orchard, WA 98367, hereinafter called lessor (whether one or more), and Lotus Operating Co., LLC., 100 S. Main, Suite 420, Wichita, KS 67202 , hereinafter called lessee.

Lessor, in consideration of Ten Dollars (\$ 10.00) and more, in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, underground 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 temporary housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of Pratt, State of Kansas, described as follows, to wit:

### Township 29 South, Range 15 West Section 24: S/2NW/4 & W/2NE/4

In Section XXXX , Township XXXX , Range XXXX and containing 162.00 Acres, more or less, and all accretions thereto.

- Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.
- 3. In consideration of these premises lessee covenants and agrees:
  - To deliver to the credit of lessor, free of cost, in the pipeline 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.
  - 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 to 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 the leased premises for lessee's operations thereon, except water from wells of lessor.
- When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.
- No well shall be drilled nearer than 200 feet to a house or barn now on said premises without the written consent of the lessor.
- Lessee shall pay for all 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.

63 U-HPKN (Rev. 1993, ATH 1/24/2012)

PR-141-30573-04

- change in the ownership of the lands or assignment of rentals or royalties shall be binding on 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.
- 12. 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.
- 13. 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.
- 14. 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 leases is made, as recited herein.
- 15. 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 or into a unit or units not exceeding 640 acres each in the event of a horizontal oil or gas well provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leases 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. Production, drilling or reworking operations anywhere on the unit or pooled acreage, which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises. 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.
- 16. Lessee, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commencing operations.
- 17. Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and restoring terraces disturbed by operations.
- 18. In the event some or all of the lands covered by this lease are enrolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall comply with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate Lessor for CRP penalties or CRP withdrawal reimbursements resulting directly from Lessee's operations hereunder.

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

Patricia Kay H	a Kay Watte	ld		
STATE of	K WAShington	)		
COUNTY of	x Kitsop	)	ss:	Acknowledgment for Individual (KS, OK, CO)
April, 2018, peridentical person	ersonally appeared <u>Patri</u> (s) who executed the with	cia Kay nin forego	Hatfield, a oing instru	a and for said County and State, on this <u>k</u> day of a single person, to me personally known to be the ment and acknowledged to me that <u>she</u> executed the
				hand and official seal the day and year last above

My commission expires MWCh 02,2022

Notary Public
State of Washington
KRISTI S NORTON
MY COMMISSION EXPIRES
March 02, 2022

Notary Public

63U (Rev. 1993)

# **OIL AND GAS LEASE**





316-264-9344 • P.O. Box 793 • Wichita. KS 67201-0793

Box 400, Valley Center, KS 67147    Box 400, Valley Center, KS 67147   Box 400, Valley Center, KS 67147   Box 400, Valley Center, KS 67147   Box 400, Valley Center, KS 67147   Box 400, Valley Center, KS 67147   Box 400, Valley Center, KS 67147   Box 400, Valley Center, KS 67147   Box 400, Valley Center, KS 67147   Box 400, Valley Center, KS 67147   Box 400, Valley Center, KS 67147   Box 400, Valley Center, KS 67147   Box 400, Valley Center, KS 67147   Box 400, Valley Center, KS 67147   Box 400, Valley Center, V	AGREEMENT, Made and entered into the 28th day ofJ	uly , 2006
Port Crohard, MA 98367    CROSS BRR ENERGY, LLC	by and between Patricia Kay Hatfield and Ross	D. Hatfield, her husband
here making address is    GRGS BAR ENERGY, LIG   Exc. \$4.00, Valley Certer, \$3.67147	5178 SW Old Clifton Rd.	
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the contribution of the co	andCROSS BAR ENERGY, LLC	
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Subject to the provisions herein contained, this lease shall remain in force for a term of Live 96 3. years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbone, gas or other respective consistent products, or any of them, is produced from said land of und with which add fund is pooled.  The control of the primary term", and as long thereafter as oil, liquid hydrocarbone, gas or other respective consistents; or any of them, is produced from said land of und with which add fund is pooled.  The control of the control of leaver, fee of cost, in the pipe line to which leaves may connect wells on said land, the equal onceighth (6) part of all oil produced and saved from the leased premises.  2nd. To pay leave for gas of whitesever nature or kind produced and oed, or used of the premises, or used in the manufacture of any products therefrom, one-eighth (6), at the market price at the well, (list, as to gas sold by leaves, in no event more than one-eighth (6) and the primary leaves of the premises of the well, (list, as to gas sold by leaves, in no event more than one-eighth (6) and the primary leaves of the premises of the well, (list, as to gas sold by leaves, in no event more than one-eighth (6) and the primary leaves of the premises of the well (list, gas to gas sold by leaves, in no event market price at the well, (list, as to gas sold by leaves, in no event market price at the well, (list, as to gas sold by leaves, in no event market price at the well, (list, as to gas sold by leaves, in no event market price at the well, (list, as to gas sold by leaves, in no event market price at the well, (list, as to gas sold by leaves, in no event market price at the well, (list, as to gas sold by leaves, in no event market price at the well, as the price of the price o	The West Half $(W/2)$ of the Southeast Qu	marter (SE/4)
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of this lease or any extension thereof, the leases 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 contains and be infrest with the effect as if sach well had been completed within the term of years first mentioned. If and leaser own a less interest in the above described lead than the entire and undivided fee aimple estate therein, then the royalities herein provided for shall be paid to the state of the paying th	2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, of at the market price at the well, (but, as to gas sold by lessee, in no event more than of premises, or in the manufacture of products therefrom, said payments to be made more	ne-eighth (1/4) of the proceeds received by lessee from such sales), for the gas sold, used off the 1thly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender
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When requested by Jessor, lessee shall bury Jessee's pipe lines below plow depth.  No well shall be drilled nearer than 200 feto to the house or barn own on asid premises without written consent of lessor.  Lessee shall pay for damages caused by lessee's operations to growing crops on asid land.  Lessee thall have the right at any time to remove all machinery and fixtures placed on axid 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 bereof shall extend to their heirs, executors, administrators, successors or assignment or a true copy thereof. In case lessee assigns this lesse, in whole or in part, lessee shall be relieved of all obligations as to the land or assignment or persons arising on between the lessee shall have the right of the same as the such protino or portions arising subsequent to the date of assignment of the assignment of the same party of the same and a supplied of the same and th	the said lessor only in the proportion which lessor's interest bears to the whole and und	divided fee.
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 eithr party hereto is assignaned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall ested to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment or transled with a written transfer or assignment or at recopy thereof. In case lessee assigns this lesse, 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 security of the control of the provision of portions arising subsequent to the date of assignment.  Lessee may at any time security of the control of the provision of portions arising subsequent to the date of assignment.  All express or implied overants of this lesses shall be written to all Federal and State Laws. Executive Orders, Rules or Regulations, and this lesses shall not be terminated, in whole or in part, nor lesses 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, Rules or Regulation.  Lessee, at law of the such assignment of the lesses shall be very dependent of the such control of the such parts	When requested by lessor, lessee shall bury lessee's pipe lines below plow depth	
executors, administrators, successors or assignan, but no change in the ownership of the land or assignment of rentalse or royalities shall be binding on the leases until after the leases has been furnished with a written transfer or assignment or a true copy thereof. In case leases assigns this lease, in whole or in part, leases shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.  Lease may at any time execute and deliver to leasor or places or releases covering any portion or portions of the above described premises and thereby surrented rules are shall be subject to all Federia and State Laws. Executive Orders, Rules or Regulations, and this lease shall not be terminated, in All express or implied coverants of this lease shall be any activated to all Federia and State Laws. Executive Orders, Rules or Regulations, and this lease shall not be terminated. The complainment of the state of	Lessee shall have the right at any time to remove all machinery and fixtures p	laced on said premises, including the right to draw and remove casing.
Lessee may at any time execute and deliver to lesso or place of record a release or creleases covering any portion or portions and be relieved of all obligations as to the acrosege surrendered.  All express or implied covenants of this lesse shall be subject to all Federal and State Laws. Executive Orders, Rules or Regulations, and this lesse 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 lesses 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 down and homested may in any way affect the purposes for which this lesse is made, as recited herein.  Lesses, at its option, is hereby given the right and power to pool or combine the acrosege overed by this lesse or any portion thereof with other land, lesse or lesses in the immediate vicinity thereof, when in lesses's judgment it is necessary or advisable to do so in order to properly develop and operate said less premises or as to particular vicinity thereof, when in lesses's judgment it is necessary or advisable to do so in order to properly develop and operate asid less premises or as to particular vicinity thereof, when in lesses is judgment it is necessary or advisable to do so in order to properly develop and operate asid less premises or as to particular vicinity thereof, when in lesses is judgment is a necessary or advisable to do so in order to properly develop and operate asid less premises or as to particular vicinity thereof, and the understand the premise developed to the pr	executors, administrators, successors or assigns, but no change in the ownership of lessee has been furnished with a written transfer or assignment or a true copy thereof	the land or assignment of rentals or royalties shall be binding on the lessee until after the f. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations
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any mortgages, taxes or other liens on the above described lands, in the event of afcault 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, herebys surreder 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 care contiguous to non another and to be into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 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 for this not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and form of the pooled acreage, it shall be treated as if production is an organized an instrument as the event of a gas well. Lessee shall execute in writing and form of the pooled acreage, it shall be treated as if production is had from this lease. He thereof well on the production of the production of the event of a gas well. Lessee shall execute in the interest production for a unit approach to the production of the event of a production for a unit approach and the event of a production for a unit approach and the event of a production for a unit approach and the event of a production for a unit a	All express or implied covenants of this lease shall be subject to all Federal a in whole or in part, nor lessee held liable in damages, for failure to comply therewith, Regulation.	nd State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or
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 instruct 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 it 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 royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.  Lessors grant Lessee the option to renew this lease at the rate of \$10.00 per net mineral acre for a period of one year beyond the primary term.  Register of Deeds Pratt County, Kansas Sherry L. Wenrich  Book: 320 Page: 478  Receipt #: 7423  Total Fees: \$12.00  Pages Recorded: 2  Date Recorded: 8/11/2006 4:30:11 PM  IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.  Witnesses:  Witnesses:	any mortgages, taxes or other liens on the above described lands, in the event of defa signed lessors, for themselves and their heirs, successors and assigns, hereby surren-	ult of payment by lessor, and be subrogated to the rights of the holder thereof, and the under- der and release all right of dower and homestead in the premises described herein, in so far
mineral acre for a period of one year beyond the primary term.  Register of Deeds Pratt County, Kansas Sherry L. Wenrich Book: 320 Page: 478 Receipt #: 7423 Total Fees: \$12.00 Pages Recorded: 2 Date Recorded: 8/11/2006 4:30:11 PM  IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.  Witnesses:  X Patricia Kay Hatfield  X Patricia Kay Hatfield	immediate vicinity thereof, when in lessee's judgment it is necessary or advisable conservation of oil, gas or other minerals in and under and that may be produced froor units not exceeding 40 acres each in the event of an oil well, or into a unit or unit record in the conveyance records of the county in which the land herein leased is pooled into a tract or unit shall be treated, for all purposes except the payment of rog found on the pooled acreage, it shall be treated as if production is had from this lease, royalties elsewhere herein specified, lessor shall receive on production from a unit	to do so in order to properly develop and operate said lease premises so as to promote the me said premises, such pooling to be of tracts contiguous to one another and to be into a unit s not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and situated an instrument identifying and describing the pooled acreage. The entire acreage so yalties on production from the pooled unit, as if it were included in this lease. If production is whether the well or wells be located on the premises covered by this lease or not. In lieu of the so pooled only such portion of the royalty stipulated herein as the amount of his acreage
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My commission expires

Conservation Division 266 N. Main St., Ste. 220 Wichita, KS 67202-1513



Phone: 316-337-6200 Fax: 346-337-6211 http://kcc.ks.gov/

Laura Kelly, Governor

Dwight D. Keen, Chair Shari Feist Albrecht, Commissioner Susan K. Duffy, Commissioner

May 09, 2019

Tim Hellman Lotus Operating Company, L.L.C. 100 S MAIN ST, STE 420 WICHITA, KS 67202-3737

Re: Drilling Pit Application Perkins 2 SW/4 Sec.13-29S-15W Pratt County, Kansas

### Dear Tim Hellman:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed <u>without slots</u>, the bottom shall be flat and reasonably level and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as the Hutchinson Salt section has been drilled through and displacement of the fluids into the reserve pit has occurred. The fluids should be removed again within 72 hours after drilling operations have ceased.

KEEP PITS away from draw/drainage.

If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (620) 682-7933 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

A copy of this letter should be posted in the doghouse along with the approved Intent to **Drill**. If you have any questions or concerns please feel free to contact the District Office at (620) 682-7933.