KOLAR Document ID: 1481776

For KCC Use:	
Effective Date:	
District #	
2012 D	

# 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

month         day         year           DPERATOR: License#	Sec Twp S. R E feet from _ N / _ S Line of Section feet from _ E / _ W Line of Section
Address 1:	Is SECTION: Regular Irregular?  (Note: Locate well on the Section Plat on reverse side)
dddress 2:       State: Zip: +         Contact Person:       State: Zip:	(Note: Locate well on the Section Plat on reverse side)
City:         State:         Zip:         +           Contact Person:	,
ontact Person:	County:
1010.	Lease Name: Well #:
	Field Name:
ONTRACTOR: License#	Is this a Prorated / Spaced Field?
ame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MS
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OMMANO, and well information as fallows.	Surface Pipe by Alternate: III
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?  Yes No	Well Farm Pond Other:
Yes, true vertical depth:	DWR Permit #:
ottom Hole Location:	(Note: Apply for Permit with DWR )
00 DICT #.	Will Cores be taken?
AFI	If Yes, proposed zone:
he undersigned hereby affirms that the drilling, completion and eventual plu	gging of this well will comply with K.S.A. 55 et. seq.
is agreed that the following minimum requirements will be met:	
	by circulating cement to the top; in all cases surface pipe <b>shall be set</b> e underlying formation.  rict office on plug length and placement is necessary <b>prior to plugging</b> ; ed or production casing is cemented in;
For KCC Use ONLY  API # 15	<ul> <li>Remember to:</li> <li>File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;</li> <li>File Drill Pit Application (form CDP-1) with Intent to Drill;</li> <li>File Completion Form ACO-1 within 120 days of spud date;</li> <li>File acreage attribution plat according to field proration orders;</li> <li>Notify appropriate district office 48 hours prior to workover or re-entry;</li> </ul>
	<ul> <li>Submit plugging report (CP-4) after plugging is completed (within 60 days);</li> </ul>
This authorization expires:	<ul> <li>Submit plugging report (CP-4) after plugging is completed (within 60 days);</li> <li>Obtain written approval before disposing or injecting salt water.</li> </ul>
This authorization expires: (This authorization void if drilling not started within 12 months of approval date.)	

Well will not be drilled or Permit Expired Date: \_

Signature of Operator or Agent:

For KCC Use ONLY	
API # 15	

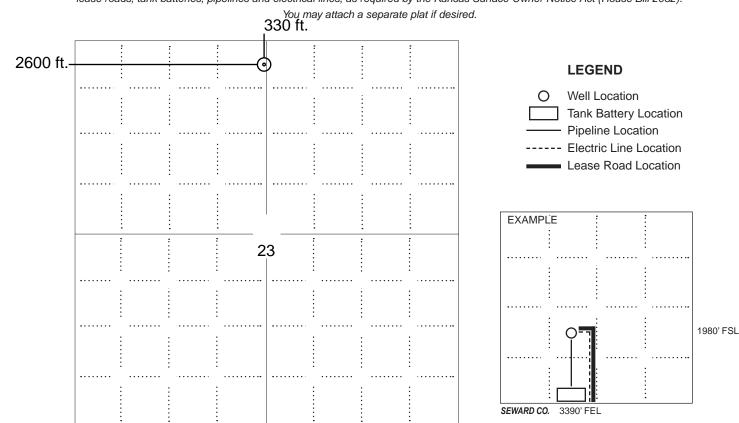
### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section feet from E / W Line of Section
Field:	Sec Twp S. R
Number of Acres attributable to well:	Is Section: Regular or Irregular
	If Section is Irregular, locate well from nearest corner boundary.  Section corner used: NE NW SE SW

### **PLAT**

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032).



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

### 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.

KOLAR Document ID: 1481776

# 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 constructed:		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 (feet)		Width (feet) N/A: Steel Pits	
Depth from ground level to deepest point:			(feet) No Pit	
material, thickness and installation procedure.			cluding any special monitoring.	
			Depth to shallowest fresh water feet. Source of information:	
feet Depth of water well			well owner electric log KDWR	
Emergency, Settling and Burn Pits ONLY:		Drilling, Work	ver and Haul-Off Pits ONLY:	
Producing Formation:		Type of material utilized in drilling/workover:		
Number of producing wells on lease:		Number of working pits to be utilized:		
Barrels of fluid produced daily:		Abandonment procedure:		
Does the slope from the tank battery allow all spilled fluids to flow into the pit? Yes No		Drill pits must be 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:	

KOLAR Document ID: 1481776

## 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

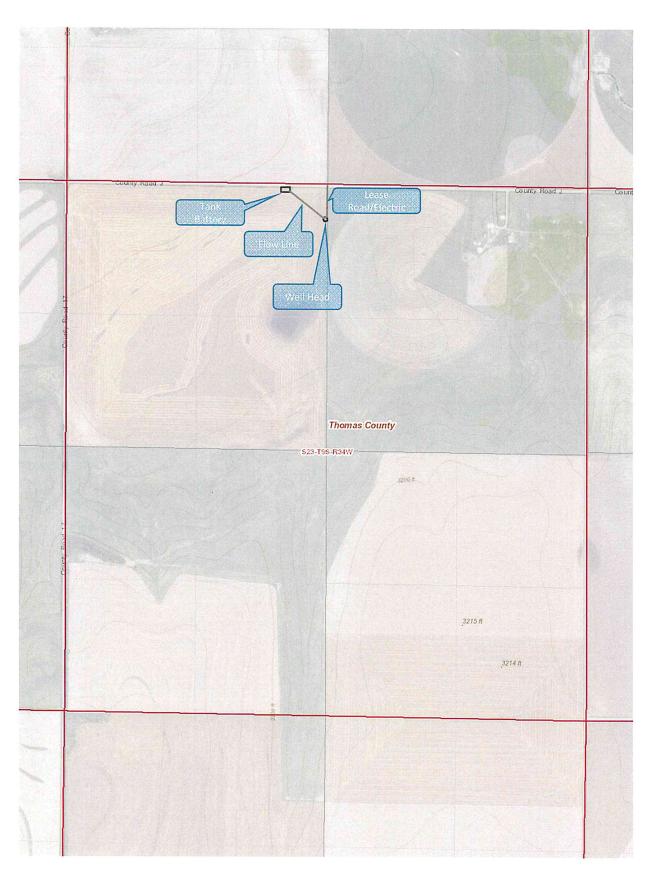
# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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: C-1 (Intent) CB-1 (C	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	

# Loblolly Unit #1-23 Proposed Roads, Tank Battery, Flow, and Electric Lines



M63U (Rev. 1981)

FILE NUMBER 27600482 BK 276 PG 482 - 483 RECORDED 9/27/2019 at 9:07 AM RECORDING FEE: \$ 38.00

Thomas County, KANSAS Lora & Valk

LORA L. VOLK, REGISTER OF DEEDS SUZANNE HERSCHBERGER, DEPUTY



# OIL AND GAS LEASE



AGREEMENT, Made and entered into the 10th day of September 2019, by and between The Towns Living Trust, dated July 16, 2007 B
Larry A. Towns and Berna D. Towns, Trusters, whose mailing address is 30. Co. Ball Coll. 100 Towns Living Trust, dated July 16, 2007 B
Larry A. Towns and Berna D. Towns, Trustees whose mailing address is 391 Co. Rd 15 Colby. KS 67701 hereinafter called Lessor (whether one or more) and Mull Drilling Company Inc., whose mailing address is 1700 N. Waterfront Pwky. Bldg. 1200 Wiehita, KS 67206, hereinafter called Lessee:
Lessor, in consideration of TENAND MORE  Dollars (S 10.00 ) in hand paid, receipt of which is here acknowledged an geophysical, including but not limited to 3-D scisnic, 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 thing 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 product manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other product manufactured thereform, 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 Thomas, State of Kansas described as follows, to-wit:
Township 9 South, Range 34 West Section 23: NW/4
In Section, Township
in Section, Township, Range, and containing 160.00 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 a least to the provisions herein contained, this lease shall remain in force for a term of Three (3)

hydrocarhous, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled. d "primary term") and as long thereafter as oil, liquid

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

1". To tender to lessor, free of cost, one-eighth (1/8) of all proceeds received by lessee for all produced and sold from the leased premises.

2. To pay leasor 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

manuscure or products interesting, 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 lesse shall committee and he in force with like offert as if such wall had been completed within the same of coars force manifests. shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

container and be in force with the client in a such wen had been completely within the term of years true mentioned.

If said lessor owned a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalities herein provided for shall be paid to 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 leasee'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 the heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties abalt he binding on the lessee until after the lessee has been furnished with a written transfer accesses of absences out to crange to the control of the control of assignment of resistance of assignment of a frue copy thereof. In case lessee assigns this lease, in whole or in part, leasee shall be relieved of all obligations with respect to the assigned portion or portions arising

Lessee may at any linie 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 morigages, faxes 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 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 80 acress each in the event of a vertical oil well and 640 acres for a horizontal oil well, or into a unit or units not exceeding 640 acres each in the event of a vertical or horizontal 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 unit and or reacted, for an purposes except one particular or explanes on production trained and or reacted 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 fleu 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.

If at the end of the primary term this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term lease; and subject to the other provisions of this lease, this lease shall thereby be modified and the primary term shall be extended for an additional term of Two (2) years from the end of the primary term. Said payment may be made by check or draft of Lessee or any assignee thereof, mailed or delivered direct to Lessor at the address first provided above, on or before the end of the primary term.

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

The Towns Living Trust

Berna D. Towns, Trustee

60th 276 FA 483

STATE OF Kansas	AUU AA 1
COUNTY OF	OWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
The foregoing instrument was acknowledged before me this 19 by The Towns Living Trust, dated July 16, 2007 By Larry A. Towns Living Trust, dated Dated By Larry A. Towns Living Trust, dated Dated By Larry A. Towns Living Trust, dated Dated By Larry A. Towns Living Trust, dated By Larry A. Towns Living Trust, dated By Larry By By Larry By By Larry By By Larry By	day of <u>September</u> , 20 <u>19,</u> was and Berna D. Towus, Trustees
My commission expires: 2/14/2020	Bret C. Turner, Notary Public

NOTARY PUBLIC - State of Kansas

BRET C. TURNER

My Appt Expires 2/14/200

### OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of October , 2019, by and between Bradshaw Properties, LLC, By John A. Bradshaw, Managing
Member whose mailing address is 7520 Pinery Cir. Colorado Springs, CO 80908 hereinafter called Lessor (whether one or more), and Mull Drilling
Company Inc., whose mailing address is 1700 N. Waterfront Pwky. Bldg. 1200 Wichita, KS 67206, hereinafter called Lessee:

Lessor, in consideration of	TEN AND MORE	Dollars /\$ 10.00	) in hand paid, receipt of which is here acknowledged and
f the royalties herein provided and of t	he agreements of the lessee herein contain	ed, hereby grants, leases and lets exclusi	yely unto lessee for the purpose of investigating, exploring by
hereon to produce, save, take care of, to	real, manufacture, process, store and trans	aying pipe lines, storing oil, building tanks	, power stations, telephone lines, and other structures and things
nanufactured therefrom, and housing and	otherwise caring for its employees, the follow	ving described land, together with any reve	and their respective constituent products and other products ersionary rights and after acquired interest, therein situated in
		,	2 Marie Mari
ounty of Thomas , State of Ka	MSAS described as follows, to-wit:		
	See Exhibi	t "A" for Legal Description	
n Section, Township	, Range	and containing	72.00 acres, more or less, and all accretions thereto.
Subject to the provisions herein con	tained, this lease shall remain in force for a	term of Three (3)	nte (-Del Se See

Three (3) 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:

1". To tender to lessor, free of cost, one-eighth (1/8) of all proceeds received by lessee for oil produced and sold from the leased premises.

2<sup>nd</sup>. 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 difigence 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 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 the 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 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 80 acres each in the event of a vertical oil well and 640 acres for a horizontal oil well, or into a unit or units not exceeding 640 acres each in the event of a vertical or horizontal 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 berein 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.

If at the end of the primary term this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term

shall pay or tender to Lessor the sum of Thirty Dollars (\$30,00) dollars multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, this lease shall thereby be modified and the primary term shall be extended for an additional term of Two (2) years from the end of the primary term. Said payment may be made by check or draft of Lessee or any assignee thereof, mailed or delivered direct to Lessor at the address first provided above, on or before the end of the primary term.

the primary term.

It is recognized that if Lessor operates an irrigation system on the above described land. Any and all activities and operations by Lessee or his agents shall not interfere with Lessor's desired use of said irrigation, including, at no cost to the Lessor, keeping said Lessee's pipe lines or laterals from interfering with said land being operated as an irrigated farm. Any tank battery placed by Lessee on the above described land shall be located near a comer or boundary thereof and in a place which will not unreasonably interfere with the operation of an irrigation system, it is also agreed upon that slosh/mud pits shall not be placed in the tracts of the irrigation system, it is also agreed upon that slosh/mud pits shall not be placed in the tracts of the irrigation system.

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

Bradshaw Properties, LLC

John A. Bradshaw, Managing Member

STATE OF X CHRACK)  COUNTY OF X G P ALX SS. ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  The foregoing instrument was acknowledged before me this X day of X Atolk 2, 2019.
by Bradshaw Properties, LLC, By John A. Bradshaw, Managing Member
My commission expires: × 11/My 1, 2033 × Jill Rand Notary Public
JILL RAND NOTARY PUBLIC STATE OF COLORADO NOTARY 10 20184018712 MY COMMISSION EXPIRES MAY 1, 2022

### Exhibit "A"

### Township 9 South, Range 34 West

### Section 23: NE/4, less a tract described as follows:

three hundredths (119.33) feet, thence S08°13'03"E for a distance of eight hundred ten and thirty hundredths (810.30) feet, thence N01°20'56"E for a distance of six hundred fifty-two and sixty-one hundredths (652.61) feet; thence S89°40'56"W for a distance of two hundred forty-four and sixty-one hundredths (244.61) feet, thence N84°58'20"W for a distance of one hundred sixty-nine and sixty hundredths (169.60) feet, thence N02°04'45"E for a distance of three hundred eighty-eight and sixty-seven hundredths (388.67) feet, thence N67°08'00"W for a distance of fifty-eight and twenty-seven hundredths (58.27) feet, thence N03°49'51"E for a distance of two hundred twenty-four and seventeen hundredths (224.17) feet, thence N06°50'05"E for a distance of five hundred twenty three and twenty-six hundredths (523.26) feet to the north line of said Section, thence S89°10'13"E, along the north line of said Section, for a distance of one thousand one hundred ninety-six and fifty-nine hundredths (1196.59) feet to the point of beginning, containing 88.93 acres, said tract being subject to county road right-of-way along its north and east boundaries.

### OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of October, 2019, by and between Steven D. Hazlett, a single person whose mailing address in
P.O. Box 217 Wiggins, CO 80654 hereinafter called Lessor (whether one or more), and Mull Drilling Company Inc. whose mailing address is 1700 N
Waterfront Pwky. Bldg. 1200 Wichita, KS 67206, hereinafter called Lessee:
Lessor, in consideration of TEN AND MORE Dollars (\$\frac{10.00}{2}\$] in hand paid, receipt of which is here acknowledged and of the revaluies 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, lackuding but not limited to 3-D seismic, and other means, prospecting, drilling, mining and operating for and producing sign, fliquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strats, laying pipe lines, storing oils, building tanks, power stations, telephone lines, and other structures and thing thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, ang guess and their respective constituent products and other products manufactured thereform, and housing and otherwise caring for its employees, the fullowing described land, together with any reversionary rights and after acquired interest, therein stuated in
County of Thomas, State of Kansas described as follows, to-wit:
See Exhibit "A" for Legal Description
In Section, Township, and containing, and containing, 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 thereafter as all liquid

cent 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:

1". To tender to lessor, free of cost, one-eighth (1/8) of all praceeds received by lessee for oil produced and sold 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 price and work form, as to gas some of reserve in in every more than one-region (1/0) or the products received by reaser from such sales), for the gas som, used the greenists, 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 aere 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.

year per net mineral acre retainen nereunder, and it 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 lease shall commence to drill a well within the term of this lease or any extension thereof, the lease 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 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.

Lessee shall have the tight at any time to temore an inactively and fatates present on any plantage, measuring in the estate of either party hereta is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royaltles 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 lessos 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 undersigned lessors, for themselves and their helrs, 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.

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 ar 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 aperate 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 80 acres each in the event of a vertical oil well and 640 acres for a horizontal oil well, or into a unit or units not exceeding 640 acres each in the event of a vertical or horizontal 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 acceage. The entire acceage 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 were included in this lease. If production is found on the pooled acceage, it shall be treated as if production is had from this lease, whether the well or welk 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 30 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.

If at the end of the primary term this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor the sum of Thirty Dollars (\$30.00) dollars multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, this lease shall thereby be modified and the primary term shall be extended for an additional term of Two (2) vears from the end of the primary term. Said payment may be made by check or draft of Lessee or any assignee thereof, mailed or delivered direct to Lessor at the address first provided above, on or before the end of

the primary term.

It is recognized that if Lessor operates an irrigation system on the above described land. Any and all activities and operations by Lessec or his agents shall not interfere with Lessor's desired use of said irrigation, including, at no cost to the Lessor, keeping said Lessec's pipe lines or laterals from interfering with said land being operated as an irrigated farm. Any tank battery placed by Lessec on the above described lead shall be located near a comer or boundary thereof and in a place which will not unreasonably interfere with the operation of an irrigation system. It is also agreed upon that slush/mud pits shall not be placed in the tracts of the irrigation system and should a well be drilled inside the irrigation circle, a low profile pumping unit shall be used.

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

Heart Valet

STATE OF	Kansas)	
COUNTY OF	Thomas )ss.	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
The foregoing instrument was acknowledged before me this 16th day of October, 2019,		
by Steven D. Hazlett, a single person		
		war and the same of the same o
My commission expi	res: <u>X 2/141/2020</u>	507-
		Bret C. Turner, Notary Public



### Exhibit "A"

## Township 9 South, Range 34 West

Section 23: NE/4, less a tract described as follows:

Beginning at the northeast comer of said Section, thence, on an assumed bearing of \$00°02'38"E, along the east line of said Section, a distance of two thousand six hundred thirty-nine and fifty-five hundredths (2639.55) feet to the southeast corner of said Quarter, thence

N89°24\*50 W, along the south line of said Quarter, for a distance of two thousand six hundred thirty-four and eighty-eight hundredths (2634.88) feet to the southwest corner of said Quarter, thence N00°01'00' W, along the west line of said Quarter, for a distance of four hundred ninety-two and eighty-four hundredths (492.84) feet, thence S53°06'58"E for a distance of one hundred forty and eighteen hundredths (140.18) feet. Thence S41°06'28"E for a distance of two hundred eleven and seventy-three hundredths (211.73) feet, thence S58°51'50"E for a distance of forty-rive and thirty-three hundredths (45.33) feet, thence N70°31'18"E for a distance of thirty-eight and thirty-three hundredths (38.33) feet, thence N20°59'17"E for a distance of one hundred thirty-nine and sixty hundredths (139.60) feet, thence N42°05'50"E for a distance of four hundred sixty-two and fifty-seven hundredths (42.57) feet, thence N75°37'20"E for a distance of two hundred twelve and eighty-two hundredths (212.82) feet, thence N51°21'55"E for a distance of one hundred nineteen and thirty-

three hundredths (119.33) feet, thence \$808°13'03"E for a distance of eight hundred ten and thirty hundredths (810.30) feet, thence \$N01°20'56"E for a distance of six hundred fifty-two and sixty-one hundredths (652.61) feet; thence \$89\forall 0.56"W for a distance of two hundred forty-four and sixty-one hundredths (244.61) feet, thence \$N84\forall 5.52.61) feet; thence \$89\forall 0.56"W for a distance of two hundredths (169.60) feet, thence \$N02\forall 4.55"E for a distance of three hundred eighty-eight and sixty-seven hundredths (388.67) feet, thence \$N67\forall 0.50"W for a distance of fifty-eight and twenty-seven hundredths (58.27) feet, thence \$N03\forall 4.951"E for a distance of two hundred twenty-four and seventeen hundredths (224.17) feet, thence \$N06\forall 5.90"05"E for a distance of five hundred twenty three and twenty-six hundredths (523.26) feet to the north line of said Section, thence \$89\forall 1.3"E, along the north line of said Section, for a distance of one thousand one hundred ninety-six and fifty-nine hundredths (1196.59) feet to the point of beginning, containing \$8.93 acres, said tract being subject to county road right-of-way along its north and east boundaries.