KOLAR Document ID: 1549619

For KCC Use:

Effective	Date

District	#	

SGA? Yes 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

Must be approved by KCC five (5) days prior to commencing well Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Expected Spud Date:				Spot Description:	
	month	day	year		E W
OPERATOR: License#				feet from N /	S Line of Section
Name:				feet from E /	W Line of Section
Address 1:				Is SECTION: Regular Irregular?	
Address 2:				(Note: Locate well on the Section Plat on reverse	e side)
City:	State: _	Zip:		County:	
Contact Person:				Lease Name: V	
Phone:				Field Name:	
CONTRACTOR: License#_				Is this a Prorated / Spaced Field?	Yes No
Name:				Target Formation(s):	
		Nearest Lease or unit boundary line (in footage):			
Well Drilled For:	Well Class		e Equipment:	Ground Surface Elevation:	
Oil Enh R			Mud Rotary	Water well within one-quarter mile:	
Gas Storag			Air Rotary	Public water supply well within one mile:	Yes No
Dispos			Cable	Depth to bottom of fresh water:	
Other: # 0				Depth to bottom of usable water:	
				Surface Pipe by Alternate:	
If OWWO: old well i	nformation as foll	OWS:		Length of Surface Pipe Planned to be set:	
Operator:				Length of Conductor Pipe (if any):	
Well Name:				Projected Total Depth:	
Original Completion Dat				Formation at Total Depth:	
		g	··	Water Source for Drilling Operations:	
Directional, Deviated or Hor	zontal wellbore?		Yes No	Well Farm Pond Other:	
If Yes, true vertical depth:				DWR Permit #:	
Bottom Hole Location:				(Note: Apply for Permit with DWR)	
KCC DKT #:				Will Cores be taken?	Yes No
				If Yes, proposed zone:	

AFFIDAVIT

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq.

It is agreed that the following minimum requirements will be met:

- 1. Notify the appropriate district office *prior* to spudding of well;
- 2. A copy of the approved notice of intent to drill shall be posted on each drilling rig;
- 3. The minimum amount of surface pipe as specified below **shall be set** by circulating cement to the top; in all cases surface pipe **shall be set** through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.
- 4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary prior to plugging;
- 5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
- 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within 120 DAYS of spud date. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing must be completed within 30 days of the spud date or the well shall be plugged. In all cases, NOTIFY district office prior to any cementing.

Submitted E	Electronically
-------------	----------------

For KCC Use ONLY	
API # 15	
Conductor pipe required	feet
Minimum surface pipe required	feet per ALT.
Approved by:	
This authorization expires: (This authorization void if drilling not started	
Spud date: Agen	:

Remember to:

- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.

ш

Well will not be drilled or Permit Expired Date: _ Signature of Operator or Agent: For KCC Use ONLY

API # 15 -_

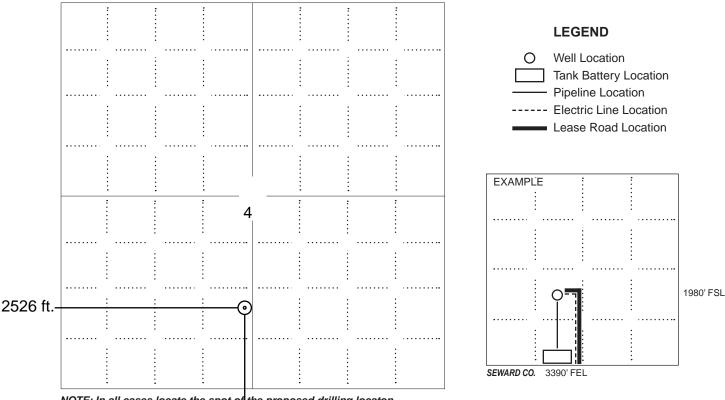
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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
Well Number:	feet from E / W Line of Section
Field:	Sec Twp S. R E 📃 W
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). You may attach a separate plat if desired.



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

1109 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.

KOLAR Document ID: 1549619

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form CDP-1 May 2010 Form must be Typed

APPLICATION FOR SURFACE PIT

	Su	bmit in Duplicat	e
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	SecTwpR East West
Settling Pit Drilling Pit	If Existing, date co	nstructed:	Feet from North / South Line of Section
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:		Feet from East / West Line of Section
		(bbls)	County
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?	Artificial Liner?		How is the pit lined if a plastic liner is not used?
		No	
Pit dimensions (all but working pits):			Width (feet)N/A: Steel Pits
Depth fro	-		dures for periodic maintenance and determining
material, thickness and installation procedure.			
		Depth to shallo Source of inforr	west fresh water feet. nation:
feet Depth of water wellfeet		measured	well owner electric log KDWR
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	over and Haul-Off Pits ONLY:
Producing Formation:		Type of materia	I utilized in drilling/workover:
Number of producing wells on lease: Nu		Number of worl	king pits to be utilized:
Barrels of fluid produced daily: Aba		Abandonment p	procedure:
Does the slope from the tank battery allow all spilled fluids to flow into the pit? Yes No		Drill pits must b	e closed within 365 days of spud date.
Submitted Electronically			
	ксс	OFFICE USE O	NLY
Date Received: Permit Numl	per:	Permi	t Date: Lease Inspection: Yes No

KOLAR Document ID: 1549619

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License #	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 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

Submitted Electronically

For KCC Use ONLY

API # 15 -.

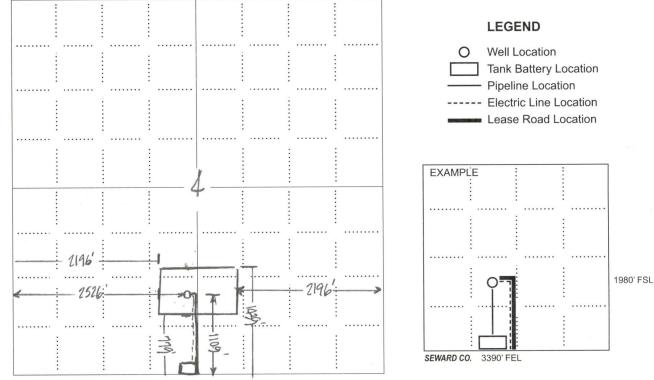
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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:
Number of Acres attributable to well: QTR/QTR/QTR/QTR of acreage:	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). You may attach a separate plat if desired.



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.

Side Two

INDEXED



STATE OF KANSAS, HODGEMAN COUNTY, SS PAULA LONNBERG, REGISTER OF DEEDS Book: OG75 Page: 64 Receipt #: 161573 Pagee Recorded: 3 Recording Fee: \$37.00 Pagee Recorded: 3

Date Recorded: 3/9/2016 2:36:20 PM

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

OIL AND GAS LEASE

AGREEMENT, made and entered into this 5th day of <u>January, 2016</u>, by and between <u>Thomas A. Frusher</u> and <u>Susan R. Frusher</u>, <u>husband and wife</u> whose mailing address is <u>19887 10 Rd Ness City, KS 67560</u>, hereinafter called lessor (whether one or more), and <u>Raymond Oil Company, Inc., PO Box 48788, Wichita, KS</u> <u>67201</u>, 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 Hodgeman, State of Kansas, described as follows, to wit:

Township 21 South, Range 23 West Section 4: SW/4

In Section <u>XX</u>, Township <u>XX</u>, Range <u>XX</u> and containing <u>160.00</u> Acres, more or less, and all accretions thereto.

- 2. Subject to the provisions herein contained, this lease shall remain in force for a term of <u>Five (5)</u> years from . March 8, 2016 (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:
 - a. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal <u>one-eighth (1/8)</u> part of all oil produced and saved from the leased premises.
 - b. 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, <u>one-eighth (1/8)</u>, at the market price at the well, (but, as to gas sold by lessee, in no event more than <u>one-eighth (1/8)</u> 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.
- 4. 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.
- 5. 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.
- 8. 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.
- 9. 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) 15-642-7541-00 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 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. It is understood and agreed that this lease is subject to the rights and privileges of that certain Oil and Gas Lease recorded in Book <u>65</u> at Page <u>14</u> in the Hodgeman County Register of Deeds office See Exhibit "A" attached hereto and made apart hereof

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

ss:

Thomas A. Frusher

Kansas

Ness

STATE of COUNTY of

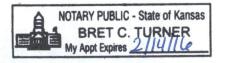
<u>Killoan R Furpher</u> Susan R. Frusher

Acknowledgment for Individual (KS, OK, CO)

Before me, the undersigned, a Notary Public, within and for said County and State, on this <u>5th</u> day of <u>January, 2016</u>, personally appeared <u>Thomas A. Frusher and Susan R. Frusher, husband and wife</u> to me personally known to be the identical person(s) who executed the within foregoing instrument and acknowledged to me that <u>they</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



Turner , Notary Public

OIL AND GAS LEASE Exhibit "A"

ADDENDUM

Attached hereto and made a part of that certain Oil and Gas Lease dated this <u>5th</u> day of <u>January, 2016</u>, by and between <u>Thomas A. Frusher and Susan R. Frusher, husband and</u> wife whose mailing address is <u>19887 10 Rd Ness City, KS 67560</u>, hereinafter called lessor (whether one or more), and <u>Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201</u>, hereinafter called lessee.

- 1. Lessee shall restore its well site location to its original height and contour, as nearly as is practicable. Lessee shall fill all pits, ponds, and remove all its above ground structures and equipment on the leased premises within six (6) months weather permitting after Lessee's abandonment of the formerly producing lease.
- 2. It is understood and agreed by Lessor and Lessee that if the above described acreage shall be pooled, the Lessee should have a minimum of fifty percent of the Lessors acreage included in the pool. Should the amount of acreage be less than fifty percent, the Lessee shall obtain express written consent in order to pool the acreage.
- 3. After expiration of the primary term hereof, if the shut-in provision in the Lease is being exercised by Lessee, it is agreed that said shut-in royalties may not hold this Lease for more than three (3) years after the expiration of the primary term.
- 4. Lessee agrees to pay for all damages caused by its operations on the leased premises, including damage to personal property, appurtenances, improvements, livestock, crops, grasses, and trees. Lessee agrees to pay a minimum of \$2,000.00 per well site.
- 5. It is understood and agreed upon by Lessor and Lessee that no drilling or seismic operations shall be conducted between April 1st and November 1st without express written consent of lessor.
- 6. It is agreed upon that the Lessor shall be paid \$10.00 per acre for seismic work. Seismic work shall not be conducted on wet surfaces without the express written consent of lessor.
- 7. Lessee shall consult with Lessor in the placement of lease roads and tank batteries.

63 U (Rev. 1993, ATH 11/2011) 15-042-7541-00



STATE OF KANSAS, HODGEMAN COUNTY, SS PAULA LONNBERG, REGISTER OF DEEDS Book: OG75 Page: 34 Receipt #: 161437 Recording Fee: \$20.00 Pagee Recorded: 2 Page: Jambag

NDEXED

Date Recorded: 12/15/2015 9:20:28 AM

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

3.

OIL AND GAS LEASE

AGREEMENT, made and entered into this 12th day of <u>November, 2015</u>, by and between <u>D. Allen Frame,</u> <u>Trustee of the Testamentary Trust under the will of Marion E.S. Lewis, dated May 9, 1989 and Lucinda E.</u> <u>Longstreth, Jonathan A. Train, David H.S. Train, Michael Train, and Elizabeth Kent Train, by D. Allen</u> <u>Frame Attorney-in-Fact.</u>whose mailing address is <u>P.O. Box 37 Kinsley, KS 67547</u>, hereinafter called lessor (whether one or more), and <u>Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201</u>, 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 Hodgeman, State of Kansas, described as follows, to wit:

Township 21 South, Range 23 West Section 4: SE/4

- In Section <u>XX</u>, Township <u>XX</u>, Range <u>XX</u> and containing <u>160.00</u> Acres, more or less, and all accretions thereto.
- 2. Subject to the provisions herein contained, this lease shall remain in force for a term of <u>three (3)</u> 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:
 - a. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal <u>one-eighth (1/8)</u> part of all oil produced and saved from the leased premises.
 - b. 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, <u>one-eighth (1/8)</u>, at the market price at the well, (but, as to gas sold by lessee, in no event more than <u>one-eighth (1/8)</u> 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.
- 4. 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.
- 5. 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.
- 8. 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.
- 9. 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 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.
- 16. 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 <u>Twenty (25.00</u>) 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 <u>two (2)</u> year(s) from the end of the primary term hereof. 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 written above.

Testamentary Trust under the will of Marion	E.S. Lewis
X D, Allen Frame, Trustee	Lucinda E. Longstreth, By D. Allen Frame, AIF
Jonathan A. Train, By D. Allan Frame, AIF	David H.S. Train, By D. Allen Frame, AIF
X M, alm Frame, AIF	X M Ally Frame, AIF Elizabeth Kent Train, By D. Allen Frame, AIF
STATE of Kansas) COUNTY of Edwards)	ss: Acknowledgment for Individual (KS, OK, CO)
November, 2015, personally appeared <u>D. Alle</u> Marion E.S. Lewis, dated May 9, 1989 and Lu Michael Train, and Elizabeth Kent Train, by identical person(s) who executed the within fore same as <u>his</u> free and voluntary act(s) and	thin and for said County and State, on this <u>12th</u> day of n Frame, Trustee of the Testamentary Trust under the will of icinda E. Longstreth, Jonathan A. Train, David H.S. Train, D. Allen Frame Attorney-in-Fact to me personally known to be the going instrument and acknowledged to me that <u>he</u> executed the deed(s) for the uses and purposes therein set forth. unto set my hand and official seal the day and year last above
My commission expires NOTARY PUBLIC - State of BRET C. TURN My Appt Expires 2/14/	Kansas ER Bret C. Turner, Notary Public

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



STATE OF KANSAS, HODGEMAN COUNTY, SS PAULA LONNBERG, REGISTER OF DEEDS Book: MO99 Page: 138 Receipt#: 168648 Pages Recorded: 1 Date Recorded: 6/1/2020 1:19:45 PM

EXTENSION OF OIL AND GAS LEASE

WHEREAS, **Raymond Oil Company, Inc.**, is the owner and holder of an oil and gas lease on the following described land in **Hodgeman County**, **State of Kansas**:

SE/4

of Section 4, Township 21 South, Range 23 West, and recorded in Book OG75 at Page 34 of the records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on **November 12, 2020**, and the said owner and holder desires to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for themselves, their heirs, executors, administrators and assigns, for and in consideration of Ten and more Dollars (\$10.00 & more), in hand paid, the receipt whereof is hereby acknowledged, do hereby agree that the said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of **one (1) year** from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is produced from any well on the land covered by said lease; subject, however, in all other respects, to the provisions and conditions of said lease or said lease as modified or extended, if any modification or extension thereof may have been heretofore executed.

IN WITNESS WHEREOF, this instrument is signed on this the day of may , 2020.

TESTAMENTARY TRUST UNDER THE WILL OF MARION E.S. LEWIS, DATED MAY 9, 1989 LUCINDA E. LONGSTRETH

By: Mark R. Frame, Trustee

JONATHAN A. TRAIN

Mark R. Frame, Attorney-in-Fact

SS

MICHAEL TRAIN

By: Mark R. Frame, Attorney-in-Fact

STATE OF KANSAS

COUNTY OF EDWARDS

Bv: Mark R. Frame, Attorney-in-Fact

DAVID H.S. TRAIN

Mark R. Frame, Attorney-in-Fact

ÉLIZABETH KENT TRAIN

By Mark R. Frame, Attorney-in-Fact

Before me, the undersigned, a Notary Public, within and for said County and State, on this day of May , 2020, personally appeared Mark R. Frame, Trustee of the Testamentary Trust under the Will of Marion E.S. Lewis, dated May 9, 1989; and Lucinda E. Longstreth, Jonathan A. Train, David H.S. Train, Michael Train and Elizabeth Kent Train by Mark R. Frame, Attorney-in-Fact, to me personally known to be the identical person who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes thereon set forth.

My Commission Expires:

MONIG 11 202

BUIN Notary Public MINDY D. BURNS My Appt. Expires <u>1-11-202-9</u>





STATE OF KANSAS, HODGEMAN COUNTY, SS PAULA LONNBERG, REGISTER OF DEEDS Book: MO99 Page: 139 Receipt#: 168648 Recording Fee: \$21.00 Pages Recorded: 1 Row he La

Date Recorded: 6/1/2020 1:19:46 PM

EXTENSION OF OIL AND GAS LEASE

WHEREAS, Raymond Oil Company, Inc., is the owner and holder of an oil and gas lease on the following described land in Hodgeman County, State of Kansas:

SE/4

of Section 4, Township 21 South, Range 23 West, and recorded in Book OG75 at Page 34 of the records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on November 12, 2020, and the said owner and holder desires to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for themselves, their heirs, executors, administrators and assigns, for and in consideration of Ten and more Dollars (\$10.00 & more), in hand paid, the receipt whereof is hereby acknowledged, do hereby agree that the said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of one (1) year from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is produced from any well on the land covered by said lease; subject, however, in all other respects, to the provisions and conditions of said lease or said lease as modified or extended, if any modification or extension thereof may have been heretofore executed.

That we are the presently-existing trustees of the trust known as the Train Family Trust dated 1/4/17, to which the N/2SE/4 of Section 4, Township 21 South, Range 23 West, Hodgeman County, Kansas was conveyed by deed of record in Book D60, at Page 54 of the records of the Register of Deed's Office of the above county.

That said trust is revocable and is presently in existence.

SS.

That we are authorized, without limitation, to execute and deliver to Raymond Oil Company, Inc., as lessee, this Extension Oil and Gas Lease covering the above-described lands for a primary term of one (1) year from November 12, 2020.

That the original grantors of the trust were Jonathan A. Train and Mary K. Train, husband and wife. Said grantors are both presently living. That grantors-settlors are married and are the same persons who joined in execution of the deed of said lands into the trust.

IN WITNESS WHEREOF, this instrument is signed on this the 20th day of May, 2020.

TRAIN FAMILY TRUST DATED 1/4/17

Jourfher A. V want By: Jonathan A. Train, Trustee

TRAIN FAMILY TRUST DATED 1/4/1/7 Mary K. Train, Trustee

STATE OF INDIANA COUNTY OF HARRISON

Before me, the undersigned, a Notary Public, within and for said County and State, on this day of <u>Mey</u>, 2020, personally appeared **Jonathan A. Train and Mary K. Train** ___, 2020, personally appeared Jonathan A. Train and Mary K. Train, Trustees of the Train Family Trust dated 1/4/17, to me personally known to be the identical persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes) thereon/set forth.

My Commission Expires:

1-16-27

(Carth
 Notary Public
CHRISTOPHER S. ROWAN
NOTARY PUBLIC
SEAL
STATE OF INDIANA
MY COMMISSION EXPIRES JAN, 16, 2027



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

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

February 10, 2021

Clarke T. Sandberg Raymond Oil Company, Inc. PO BOX 48788 WICHITA, KS 67201-8788

Re: Drilling Pit Application Frusher-Lewis Trust Unit 1 SW/4 Sec.04-21S-23W Hodgeman County, Kansas

Dear Clarke T. Sandberg:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, 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 within 96 hours of completion of drilling operations.

KEEP PITS on West side of stake.

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.