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

Expected Spud Date:	Spot Description:
OPERATOR: License#	Sec Twp S. R E \
Name:	In OCCUTION Described Incomplete
Address 1:	
.iddress 2:	,
Contact Person:	County
hone:	Lease Name: Well #: Field Name:
CONTRACTOR: License#	
lame:	
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet MS
Oil Enh Rec Infield Mud Rotary 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 OVANAVO, and well information as follows:	Surface Pipe by Alternate: III
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	
Well Name:	
Original Completion Date: Original Total Depth:	
irectional, Deviated or Horizontal wellbore?	Water Source for Drilling Operations: Well Farm Pond Other:
Yes, true vertical depth:	DWR Permit #:
ottom Hole Location:	
John Hole Location.	─ (Note: Apply for Permit with DWR)
	(Note: Apply for Permit with DWR ☐)Will Cores be taken?Yes ☐ N
CCC DKT #:	- Will Cores be taken? Yes
CCC DKT #:	- Will Cores be taken? Yes If Yes, proposed zone:
AF The undersigned hereby affirms that the drilling, completion and eventual p	- Will Cores be taken?
CCC DKT #:	- Will Cores be taken? Yes New
All the undersigned hereby affirms that the drilling, completion and eventual process is agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each	Will Cores be taken? If Yes, proposed zone: FFIDAVIT Slugging of this well will comply with K.S.A. 55 et. seq. ch drilling rig;
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Signature of Operator or Agent:

Side Two

For KCC Use ONLY	
API # 15	

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

In	all cases, please	fully complete this	s side of the fo	rm. Include items 1	1 through 5 at the bottom of this page.
Operator:				Location of W	/ell: County:
Lease:					feet from N / S Line of Section
Well Number:					feet from E / W Line of Section
Field:				Sec	Twp S. R
Number of Acres attribut QTR/QTR/QTR/QTR/QTR				Is Section:	Regular or Irregular
					Irregular, locate well from nearest corner boundary. er used: NE NW SE SW
			P	PLAT	
		pelines and electr	ical lines, as re		dary line. Show the predicted locations of sas Surface Owner Notice Act (House Bill 2032).
				:	
				:	LEGEND
•••••				••••••	O Well Location
					Tank Battery Location
· · · · · · · · · · · · · · · · · · ·	:			:	Pipeline Location
:	:		: :	:	Electric Line Location
				:	Lease Road Location
:	:		: : : :	:	Lease Road Location
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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.
- $2. \ \, \text{The distance of the proposed drilling location from the south / north and east / west outside section lines}.$
- 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).

89 ft.

5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.

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

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:	(111)	Feet from East / West Line of Section
		(bbls)	County
Is the pit located in a Sensitive Ground Water A	rea? Yes I	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
If the pit is lined give a brief description of the li material, thickness and installation procedure.	ilei		dures for periodic maintenance and determining cluding any special monitoring.
·		Depth to shallor Source of inforr	west fresh water feet.
feet Depth of water well	feet	measured	well owner electric log KDWR
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	ver and Haul-Off Pits ONLY:
Producing Formation:		Type of materia	l utilized in drilling/workover:
Number of producing wells on lease:		Number of work	ring pits to be utilized:
Barrels of fluid produced daily:		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			
	KCC	OFFICE USE O	NLY Liner Steel Pit RFAC RFAS
Date Received: Permit Numl	ber:	Permi	

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 (Ca	athodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R East _ West
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 the lease below:
Contact Person:	
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:	
owner(s) of the land upon which the subject well is or will be loc CP-1 that I am filing in connection with this form; 2) if the form be form; and 3) my operator name, address, phone number, fax, an I have not provided this information to the surface owner(s). I ac	batteries, pipelines, and electrical lines. The locations shown on the plat the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted. et (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
	of the surface owner by filling out the top section of this form and CC, which is enclosed with this form. The with this form. If the fee is not received with this form, the KSONA-1
Submitted Electronically	

Additional Surface Owners

Notice of Intent to Drill – Form C-1 Lease Name: Habiger-Wells Unit #1

Philip L. Habiger, Trustee The Edwin A. Habiger Living Trust 139 S. Tomahawk Road Dighton, KS 67839

Julie E. Washburn, Trustee The Edwin A. Habiger Living Trust 217 E. 13th Street LaCrosse, KS 67548

Celia Ann and James R. Wells 5540 Eisenhower Great Bend, KS 67530

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.

Lease: Habiga Well Number: Field: Number of Acres attribu	utable to well:	Company, Fr	Sec	feeli: County: Solution Solu
		elines and electrical lines,		lary line. Show the predicted locations of as Surface Owner Notice Act (House Bill 2032).
		4		LEGEND O Well Location Tank Battery Location Pipeline Location Electric Line Location Lease Road Location
			HS DES	EXAMPLE 1980' FSL
	······· i ·······			

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

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

- 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).

SEWARD CO. 3390' FEL

5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.

NUMERICAL DIRECT INDIRECT COMP. ORIG. COMPUTER STATE OF KANSAS, LANE COUNTY, SS
This instrument was filed for record on the

5 day of November

A.D. 2019 at 10 o'clock A M and
duly recorded In Book 162 on page 65

Fee 55*

Register of Deeds

When Recorded, Return To: Raymond Oil Company, Inc. P.O. Box 48788 Wichita, KS 67201-8878

OIL AND GAS LEASE

AGREEMENT, made and entered into this 10th day of October	, 2019 , by and between
The Edwin A. Habiger Living Trust, dated May 16, 2001,	whose mailing address is c/o Angelia M.
Habiger, Trustee, 1808 East 24th Street, Hays, KS 67601	, hereinafter called lessor (whether one or
more), and Raymond Oil Company, Inc., PO Box 48788, Wichita	, KS 67201 , 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 Lane , State of Kansas , described as follows, to wit:

Tract #1 – NE/4 Tract #2 – SE/4 Tract #3 – SW/4

In Section 4, Township 20S, Range 28W and containing 480 Gross 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>one (1)</u> year from November 1, 2019 (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 one-eighth (1/8) 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, 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.

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.

When requested by the lesser, lessee shall only lessee a promise serious promises 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 leased is situated, an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.
- 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.
- 19. Lessor hereby agrees to grant seismic permits to Lessee and a seismic company allowing for seismic to be shot on the subject lands. Lessee agrees to pay Lessor for any damages occurred thereby.
- 20. It is understood and agreed by Lessor and Lessee that this lease shall be treated as a separate lease for each of the above-described tracts.

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

THE EDWIN A. HABIGER LIVING TRUST, DATED MAY 16, 2001

By: Ungelex Molas Angelia M. Habiger, Trustee THE EDWIN A. HABIGER LIVING TRUST,

DATED MAY 16, 2001

Philip L. Habiger

THE EDWIN A. HABIGER LIVING TRUST, DATED MAY 16, 2001

Julie E. Washburn, Trustee

STATE OF KANSAS)		
) ss:		
COUNTY OF ELLIS)		
			6.
. Refore me the	undersigned a Notary Public, wit	hin and for said County and State, on this 30	day of
Before me, the	010 marganelly appeared Angolis	M. Habiger, Trustee of The Edwin A. Habige	r Living
Wetober, 2	organiany appeared Angena	W. Habiger, Trustee of The Edwin A. Habige	Living
Trust, dated May 16, 2	,001, to me personally known t	o be the identical person who executed the within	1
foregoing instrument an	d acknowledged to me that she ex	ecuted the same as her free and voluntary act and	deed for
the uses and purposes th			
the ases and purposes in			
DI WITNESS	WHIEDEOE I have harounte set r	ny hand and official seal the day and year last abo	ive
	WHEREOF, I have hereunto set in	Ty fialld alld official scal the day and year last doo	
written.			
My commission expires			
my commission expires		(2)	
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9-13-2021	LINDA RUDMANO NOTARY PUBLIC		
	LINDA RUDMANNI	ary Public	
	NOTARY PUBLIC		
	STATE OF KANSAS		
	STATE OF KANSAS STATE OF KANSAS My App. Exp. 9-13-2021		
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STATE OF KANSAS)		
STATE OF KANSAS	,		
<i>i-11</i>) ss:		
COUNTY OF Elli	s)		
			44
Refore me the	undersigned a Notary Public wi	thin and for said County and State, on this 30	day
Before me, the	olo	I Habigar Trustee of The Edwin A Habigar	Living
October ,2	019, personally appeared Philip	L. Habiger, Trustee of The Edwin A. Habiger	Living
Trust, dated May 16,	2001 , to me personally known	to be the identical person who executed the within	n
foregoing instrument ar	ad acknowledged to me that he ex-	ecuted the same as his free and voluntary act and	deed for
the uses and purposes the			
the uses and purposes the	ierem set form.		
IN WITNESS	WHEREOF, I have hereunto set i	ny hand and official seal the day and year last abo	ove
written.			
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My commission expires	3		
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	LINDA RUDMAN No	tary Public	
	LINDA RUDMAN		
	NOTARY PUBLIC		
-	STATE OF KANSAS		
	STATE OF KANSAS My App. Exp. 9-13-2021		
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STATE OF KANSAS)		÷
) ss:		- 1
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		ithin and for said County and State, on this 30	the c
Before me, the	e undersigned, a Notary Public, w	ithin and for said County and State, on this 30	day of
(databas	2019, personally appeared Julie	E. Washburn, Trustee of The Edwin A. Habige	er Living
Tweet dated May 16	2001 to me personally known	to be the identical person who executed the within	n
Trust, dated Way 10,	1 1 de de de ma that aba	regulard the same as her free and voluntary act ar	d deed for
		xecuted the same as her free and voluntary act an	id deed for
the uses and purposes t	therein set forth.		
IN WITNESS	WHEREOF I have hereunto set	my hand and official seal the day and year last ab	ove
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written.			
My commission expire			
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9-13-2021	<u> </u>	Linde Rudman	
	<u> </u>	Linde Rudman	
	<u> </u>		



STATE OF KANSAS, LANE COUNTY, SS
This instrument was filed for record on the
30 day of September
A.D. 3030 at 100 o'clock p M and
duly recorded In Book 165 on page 65
Fee 38.9

Register of Deeds

NUMERICAL DIRECT INDIRECT COMP. ORIG. COMPUTER

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 **Lane** County, State of Kansas.

Tract #1 – NE/4
Tract #2 – SE/4
Tract #3 – SW/4

in Section 4, Township 20 South, Range 28 West and recorded in Book 162, Page 65, of the Records of said County, and

WHEREAS, said lease expires in the absence of drilling operations on **November 1**, **2020**, and the said owner and holder desire to have the terms of said lease extended, **insofar**, and only insofar as said lease pertains to Tract #2 – SE/4.

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, does 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; and hereby lets, leases and grants to the above named party the rights and privileges granted in the above referenced lease for the same extended term, subject however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed; and that no delay rental is due and payable under the terms of this extension; and that all previous rentals due under the terms of said lease, if any, have been timely and properly paid.

IN WITNESS WHEREOF, this instrumed Suptember, 2020.	nt is signed on this <u>M</u> day of
THE EDWIN A. HABIGER LIVING TRUST, DATED MAY 16, 2001	THE EDWIN A. HABIGER LIVING TRUST, DATED MAY 16, 2001
By: angelia Mtabaga	By: And Mal-
Angelia M. Habiger, Trustee	Philip L. Habiger, Trustee

THE EDWIN A. HABIGER LIVING TRUST, DATED MAY 16, 2001

Julie E. Washburn, Trustee

STATE OF KANSAS)) ss:
COUNTY OF ELLIS)
Before me, the undersigned, a Notary Public, within and for said County and State, on this
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires
9-13-2021 Notary Public
STATE OF KANSAS STATE OF KANSAS STATE OF KANSAS STATE OF KANSAS My App. Exp. 9-13 2021 SS:
Before me, the undersigned, a Notary Public, within and for said County and State, on this day Systemboo , 2020, personally appeared Philip L. Habiger, Trustee of The Edwin A. Habiger Living Trust, dated May 16, 2001, to me personally known to be the identical person who executed the within foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last
above written.
My commission expires
9-13-2021 Siside Ruchm Notary Public
STATE OF KANSAS STATE OF KANSAS STATE OF KANSAS My App. Exp. 9-13-2021 COUNTY OF Ellic STATE OF KANSAS My App. Exp. 9-13-2021
Before me, the undersigned, a Notary Public, within and for said County and State, on this day of
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires
9-13-2021 Notary Public

LINDA RUDMAN
NOTARY PUBLIC
STATE OF KANSAS
My App. Exp. 7-13-2021

NUMERICAL DIRECT INDIRECT _COMP. ORIG. COMPUTER STATE OF KANSAS, LANE COUNTY, SS
This instrument was filed for record on the

AD. 2019 at 10 o'clock A M and
duly recorded In Book 162 on page 74

Fee 5500

Register of Deeds

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

OIL AND GAS LEASE

AGREEMENT, made and entered into this 9th day of October, 2019, by and between Celia Ann Wells and James R. Wells, wife and husband whose mailing address is 5540 Eisenhower Great Bend, KS 67530, hereinafter called lessor (whether one or more), and Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201, 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 Lane, State of Kansas, described as follows, to wit:

Township 20 South, Range 28 West Section 9: N/2NE/4 and NE/4NW/4

In Section <u>XX</u>, Township <u>XX</u>, Range <u>XX</u> and containing <u>120.00</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 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:

- 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 one-eighth (1/8) 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, 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.
- 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.

- 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

63 U (Rev. 1993, ATH 11/2011) 4650 + 4586

- 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.

"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.

X Celia Ann Wells Celia Ann Wells	James R. Wells
COUNTY of Barton)	ss: Acknowledgment for Individual (KS, OK, CO)
Before me, the undersigned, a Notary Public, within and for said County and State, on this 9th day of September, 2019 , personally appeared Celia Ann Wells and James R. Wells, wife and husband to me personally known to be the identical person(s) who executed the within foregoing instrument and acknowledged to me that they executed the same as their 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	Bret C. Turner, Notary Public

NOTARY PUBLIC - State of Kansas

BRET C. TURNER

My Apot Expires 2 1 2 2

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

4650+4586

OIL AND GAS LEASE Exhibit "A"

ADDENDUM

AGREEMENT, made and entered into this 9th day of October, 2019, by and between Celia Ann Wells and James R. Wells, wife and husband whose mailing address is 5540 Eisenhower Great Bend, KS 67530, hereinafter called lessor (whether one or more), and Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201 , hereinafter called lessee.

SLUSH/MUD PITS: It is understood and agreed that the Lessee when constructing or preparing the well site and slush (or mud) pits shall construct the same in such a manner that the topsoil is removed separate from the sub soils, and that the top soil and the sub soils will not be mixed when the well site is restored and/or the slush pit is filled. When restoring the well site or the slush pit to its prior condition, Lessee shall use sub soils first, and the top soil last, so that the well site and slush pit will be returned to or near its original condition as possible. The well site and slush pits will be constructed and filled In compliance with state regulations.

FENCE/GATE CLAUSE: Lessee shall exercise reasonable care to protect the livestock located on the leased premises from injury, death or escape. In so doing, Lessee agrees to promptly repair any portion of fence damaged or impaired as a result of its operations on the leased premises and to install gates, upon request of Lessor, on all Lessee's routes of ingress and egress. In locations where cattle are grazed and upon Lessor's request, Lessee shall fence, or otherwise prevent cattle access to, the drill site, all pits, pump jacks, tank batteries and other equipment used by Lessee.

MUTUAL CONSENT CLAUSE: If Lessor owns the surface of the leased premises, Lessor and Lessee shall make reasonable efforts to mutually agree on the location of well sites, access roads, pipelines or any above ground appurtenances that will be located on the leased premises, and neither party's consent shall be unreasonably withheld. However, in the event an agreement cannot be worked out as to a particular location, the Lessee's precise location shall prevail.

PROPERTY RESTORATION: 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. Lessee shall consult with Lessor prior to property restoration.

WATER WELL: It is understood and agreed upon that should a water well be drilled on the leased premises, Lessee agrees to leave the water well for Lessor.

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



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

Laura Kelly, Governor

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

June 30, 2021

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

Re: Drilling Pit Application Habiger-Wells Unit 1 SE/4 Sec.04-20S-28W Lane County, Kansas

Dear Clarke T. Sandberg:

District staff has inspected the above referenced location and has determined that an unsealed condition will present a pollution threat to water resources.

District staff has recommended that the reserve pit be lined with bentonite or native clay, 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 96 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.