KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

All blanks must be complete

TEMPORARY ABANDONMENT WELL APPLICATION

OPERATOR: License#				API No. 15- Spot Description:														
											feet from							
									feet from E / W Line of Section									
				GPS Location: Lat:, Long:														
										Field Contact Person:				Well Type: (ch	eck one) 🗌 🤇	Dil 🗌 Gas 🗌 OG 🗌 WSW [Other:	
										Field Contact Person Phor				SWD Permit #: ENHR Permit #:				
					//					Dete Obset las								
								Spud Date:		Date Shut-In:								
	Conductor	Surface	Pro	oduction	Intermedia	ate Liner		Tubing										
Size																		
Setting Depth																		
Amount of Cement																		
Top of Cement																		
Bottom of Cement																		
Casing Fluid Level from Su	Irface:		How Determined?				Date:											
Casing Squeeze(s):	b) to w	/ sac	ks of cement,	to	ottom) w / _	sacks of cement.	Date:											
Do you have a valid Oil & 0	Gas Lease? 🗌 Yes	No																
Depth and Type: 🗌 Junk	in Hole at	Tools in Hole a	t Ca	sing Leaks: 🗌 Y	/es 🗌 No	Depth of casing leak(s):												
			,			Port Collar: w	,											
Packer Type:	Size: _		Inch	Set at:		_ Feet												
Total Depth:	Plug B	ack Depth:		Plug Back Method	:													
· · · · · · · · · · · · · · · · · · ·																		
				Completion Information														
Geological Date:	Formatio	n Top Formation E	Base		Comp	pletion Information												
Geological Date: Formation Name				ration Interval		Diletion Information Feet or Open Hole Interview	val1	oFee										

Submitted Electronically

<i>Do NOT Write in This Space -</i> KCC USE ONLY	Date Tested:	Results:	Date Plugged:	Date Repaired:	Date Put Back in Service:
Review Completed by:		Comments:			
TA Approved: 🗌 Yes 🗌 D	enied Date:				

Mail to the Appropriate KCC Conservation Office:

Norm Texts land and the set of the land the set of the land	KCC District Office #1 - 210 E. Frontview, Suite A, Dodge City, KS 67801	Phone 620.682.7933
Now has been and has been and the set of the	KCC District Office #2 - 3450 N. Rock Road, Building 600, Suite 601, Wichita, KS 67226	Phone 316.337.7400
1000 100 <td>KCC District Office #3 - 137 E. 21st St., Chanute, KS 66720</td> <td>Phone 620.902.6450</td>	KCC District Office #3 - 137 E. 21st St., Chanute, KS 66720	Phone 620.902.6450
Anno bare bare the bar	KCC District Office #4 - 2301 E. 13th Street, Hays, KS 67601-2651	Phone 785.261.6250

FORM 88 – (Producer's Special) (PAID-UP)

OIL AND GAS LEASE

AGREEMENT, Made and entered into the <u>3</u>-d day of <u>August</u>, 2021 by and between LANCE F. BRENNER AND MICHELLE L. BRENNER, HUSBAND AND WIFE, hereinafter called Lessor (whether one or more), and DOUBLE D'S, LLC hereinafter called Lessee:

Lessor, in consideration of <u>One</u> Dollars (\$1.00) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and their respective constituent products and other products and other products manufacture, process, store and transport said oil, liquid, hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Ellis, State of Kansas described as follows to-wit:

Northwest Quarter (NW/4)

In Section <u>33</u> Township <u>155</u> Range <u>20W</u> and containing <u>160</u> 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 oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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

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

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

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

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

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

When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth.

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

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

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written

transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

If the leased premises are now or hereafter owned in severalty or in any separate tracts, the premises, nevertheless, may be developed and operated as an entirety and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil produced from such separate tracts.

Lessee, at is 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 the 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.

Lessee shall have the option to extend the term of this lease for an additional term of one (1) year from the expiration of the primary term for the sum of the same dollar per acre paid for the initial term. Said money for the extension would need to be paid to Lessor(s) prior to the expiration of the primary term herein.

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

ance F. Brenner

. lot Brenner

Michelle L. Brenner

STATE OF KANSAS

COUNTY OF Ellis

) ss:

ACKNOWLEDGMENT (KsOkCoNe)

The second	1 August	
The foregoing instrument was acknowledged before me this 3rd	day of ruguest	_, 2021 by Lance F. Brenner
and Michelle L. Brenner, husband and wife.	0	

My commission expires ____ | - 28-25



Notary Public

Conservation Division District Office No. 4 2301 E. 13th Street Hays, KS 67601-2651



Phone: 785-261-6250 Fax: 785-625-0564 http://kcc.ks.gov/

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

August 03, 2021

Duane Bieker Double D's LLC 133 E 12TH HAYS, KS 67601-3607

Re: Temporary Abandonment API 15-051-26720-00-00 BRENNER B 1 NW/4 Sec.33-15S-20W Ellis County, Kansas

Dear Duane Bieker:

"Your temporary abandonment (TA) application for the well listed above has been approved. In accordance with K.A.R. 82-3-111 the TA status of this well will expire 08/03/2022.

* If you return this well to service or plug it, please notify the District Office.

* If you sell this well you are required to file a Transfer of Operator form, T-1.

* If the well will remain temporarily abandoned, you must submit a new TA application, CP-111, before 08/03/2022.

You may contact me at the number above if you have questions.

Very truly yours,

RICHARD WILLIAMS"