

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: _____
month day year

OPERATOR: License# _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: _____

CONTRACTOR: License# _____

Name: _____

Well Drilled For:

Well Class:

Type Equipment:

- | | | | |
|------------------------------|-----------------------------------|------------------------------------|-------------------------------------|
| <input type="checkbox"/> Oil | <input type="checkbox"/> Enh Rec | <input type="checkbox"/> Infield | <input type="checkbox"/> Mud Rotary |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Storage | <input type="checkbox"/> Pool Ext. | <input type="checkbox"/> Air Rotary |
| | <input type="checkbox"/> Disposal | <input type="checkbox"/> Wildcat | <input type="checkbox"/> Cable |

Seismic ; _____ # of Holes Other

Other: _____

If OWWO: old well information as follows:

Operator: _____

Well Name: _____

Original Completion Date: _____ Original Total Depth: _____

Directional, Deviated or Horizontal wellbore? Yes No

If Yes, true vertical depth: _____

Bottom Hole Location: _____

KCC DKT #: _____

Spot Description: _____

_____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ E W
(Q/Q/Q/Q)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Is SECTION: Regular Irregular?

(Note: Locate well on the Section Plat on reverse side)

County: _____

Lease Name: _____ Well #: _____

Field Name: _____

Is this a Prorated / Spaced Field? Yes No

Target Formation(s): _____

Nearest Lease or unit boundary line (in footage): _____

Ground Surface Elevation: _____ feet MSL

Water well within one-quarter mile: Yes No

Public water supply well within one mile: Yes No

Depth to bottom of fresh water: _____

Depth to bottom of usable water: _____

Surface Pipe by Alternate: I II

Length of Surface Pipe Planned to be set: _____

Length of Conductor Pipe (if any): _____

Projected Total Depth: _____

Formation at Total Depth: _____

Water Source for Drilling Operations:

Well Farm Pond Other: _____

DWR Permit #: _____

(Note: Apply for Permit with DWR)

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 Electronically

For KCC Use ONLY

API # 15 - _____

Conductor pipe required _____ feet

Minimum surface pipe required _____ feet per ALT. I II

Approved by: _____

This authorization expires: _____
(This authorization void if drilling not started within 12 months of approval date.)

Spud date: _____ Agent: _____

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.

Well will not be drilled or Permit Expired Date: _____

Signature of Operator or Agent: _____

E
 W

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: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

QTR/QTR/QTR/QTR of acreage: _____ - _____ - _____ - _____

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Sec. _____ Twp. _____ S. R. _____ E W

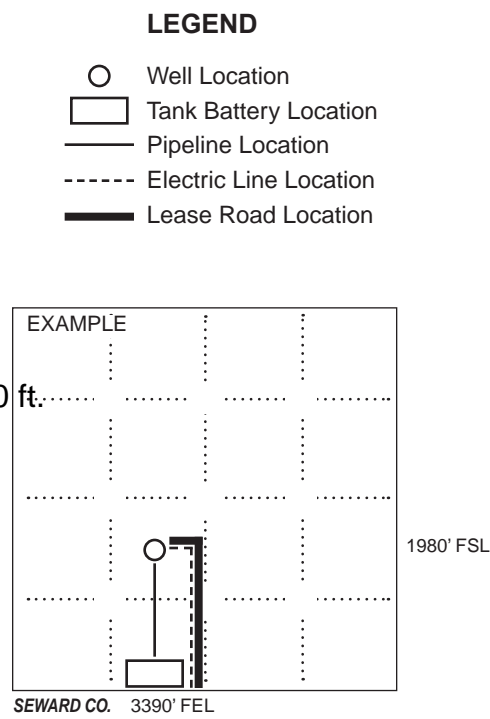
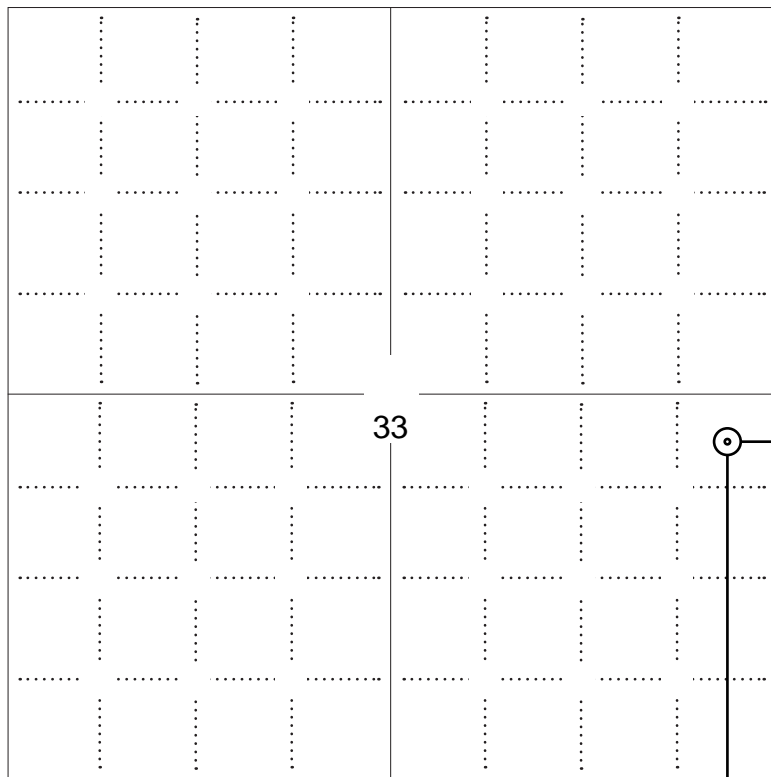
Is Section: Regular or Irregular

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.

2310 ft.

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

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

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISIONForm 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): ____ - ____ - ____ - ____ Sec. ____ Twp. ____ R. ____ <input type="checkbox"/> East <input type="checkbox"/> West ____ Feet from <input type="checkbox"/> North / <input type="checkbox"/> South Line of Section ____ Feet from <input type="checkbox"/> East / <input type="checkbox"/> West Line of Section ____ County | |
| Type of Pit: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i> | | Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls) | |
| Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No | | Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i> | |
| Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No | | Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| How is the pit lined if a plastic liner is not used? | | | |
| Pit dimensions (all but working pits): _____ Length (feet) _____ Width (feet) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) <input type="checkbox"/> No Pit | | | |
| If the pit is lined give a brief description of the liner material, thickness and installation procedure. | | Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring. | |
| Distance to nearest water well within one-mile of pit: _____ feet Depth of water well _____ feet | | Depth to shallowest fresh water _____ feet. Source of information: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input type="checkbox"/> KDWR | |
| Emergency, Settling and Burn Pits ONLY: Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No | | Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ _____ Drill pits must be closed within 365 days of spud date. | |
| Submitted Electronically | | | |

KCC OFFICE USE ONLY

 Liner Steel Pit RFAC RFASDate Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: Yes No

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISIONForm 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 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Well Location:

____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West

County: _____

Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional 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 county, and in the real estate property tax records of the county treasurer.

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.

I Submitted Electronically

I

JETER LAW FIRM

Jeter ♦ Turner ♦ Sook ♦ Baxter LLP

Norman W. Jeter (1912-2009)
Joseph W. Jeter
William W. Jeter
Tyler K. Turner***
Christopher W. Sook*
Michael J. Baxter**
Ashley D. Comeau
All licensed in Kansas
*Licensed in Missouri
**Licensed in Nebraska and Colorado
***Licensed in Nebraska

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Michael J. Baxter
Email - mbaxter@jeterlawoffice.com

January 7, 2022

Mr. Raul F. Brito, President
Brito Oil Company, Inc.
8100 E. 22nd St., North
Bldg. 600, Suite 4
Wichita, KS 67226

RE: Briney-Ross Lease - Drilling Title Opinion
S/2 of 33-4-37 Cheyenne County, Kansas

Dear Mr. Brito:

LEGAL DESCRIPTION

South Half (S/2) of Section Thirty-three (33), Township Four (4)
South, Range Thirty-seven (37) West of the 6th P.M., Cheyenne
County, Kansas

DOCUMENTS EXAMINED

1. Records in the office of the Register of Deeds (utilizing the numeric index books), Clerk of the District Court and Treasurer of Cheyenne County, Kansas, covering the above described Land, from Federal Patent to December 28, 2021 at 5:00 p.m., as described in Comment #2.

Based upon my examination of the above described records, assuming the accuracy thereof and the validity of the indexing thereof, and subject to the comments and requirements described below, I now find title good for drilling purposes as follows:

OWNERSHIP

Surface Rights

Briney – Ross Farms, Inc.

all interest in surface fee

Hays Office (Mailing Address)
Chestnut Building, Suite 101
1200 Main
P.O. Box 128
Hays, Kansas 67601

Stockton Office
420 Main Street
Stockton, Kansas 67669

Mineral Rights

Briney – Ross Farms, Inc. all interest in mineral fee

Leasehold Rights

Leased Interests

Brito Oil Company, Inc. all interest in leasehold

**Subject to the following overriding royalty interests:*

None shown of record

Unleased Interests

None

OIL AND GAS LEASES

1. Lessors: Chester Ross, President of Briney – Ross Farms, Inc.
Lessee: Brito Oil Company, Inc.
Date: March 13, 2019
Recorded: Book 208, Page 563
Royalty: 1/8th
Legal Description: Township 4 South, Range 37 West
Tract 1: Section 33: SE/4
Tract 2: Section 33: SW/4

All in Cheyenne County, Kansas
Primary Term: Three (3) years
Option to Extend: None
Pooling Provision: Yes; oil = 40 acres, gas = 640 acres
Entireties Clause: None
Lesser Interest Clause: Yes
Negation of Implied Covenant to Drill: Yes
Warranty Clause: Yes
Reversionary Clause: Yes
After-Acquired Clause: Yes
Lease Form: 248.8 Form 88 – (Producer’s Special) (Paid-up) 63U (Rev. 1993)
Rider: None
Unusual Provisions: “For the purposes of this lease, each Tract shall be considered and treated as a separate lease. Production in one tract shall not perpetuate this lease in the other parcel(s) past the primary term.”

EXTENSIONS OF OIL AND GAS LEASES

1. Extension of Oil and Gas Lease, dated November 23, 2021, filed in Book 222, Page 28, from James Ross, President of Briney – Ross Farms, Inc. to Brito Oil Company, Inc., agreeing to extend the primary term of the above described Oil and Gas Lease an additional two (2) years.

ASSIGNMENTS OF OIL AND GAS LEASES

None shown of record

AFFIDAVITS OF NON-PRODUCTION

The records reveal the following Affidavits of Non-Production which I have relied upon in my examination of the above described Land:

None shown of record

UNRELEASED OIL AND GAS LEASES

The records reveal the following oil and gas leases, the primary terms of which have expired but which have not been released of record or which are not covered by an affidavit of non-production:

1. Oil and Gas Lease, dated March 22, 1975, filed in Book 36, Page 553, from Briney Farms, Inc. to Thomas H. Connelly, covering the following described Lands in Cheyenne County, Kansas for a primary term of ten (10) years:

Township 4 South, Range 37 West
Section 33: S/2

Township 5 South, Range 37 West
Section 4: N/2 and SE/4

2. Oil and Gas Lease, dated April 17, 1985, filed in Book 73, Page 258, from Briney Farms, Inc. to Kenneth D. Luff and J. Allen Gardner, covering the following described Lands in Cheyenne County, Kansas for a primary term of five (5) years from May 4, 1985:

Township 4 South, Range 37 West
Section 33: S/2

Township 5 South, Range 37 West
Section 4: N/2 and SE/4

3. Oil and Gas Lease, dated October 19, 1992, filed in Book 98, Page 230, from Briney Farms, Inc. to Raymond Oil Company, Inc., covering the SE/4 of 33-4-37 Cheyenne County, Kansas for a primary term of three (3) years.

a. Affidavit of Production, dated May 9, 1995, filed in Book 105, Page 609, from Ted C. Bredehoft to Public, stating that National Petroleum Reserves, Inc. is owner of the above described Oil and Gas Lease and that an oil well producing oil in paying quantities was completed on or about March 9, 1995.

b. Corrective Affidavit of Production, dated June 30, 1995, filed in Book 106, Page 129, from Ted C. Bredehoft to Public, stating that National Petroleum Reserves, Inc. is owner of the above described Oil and Gas Lease, insofar as it covers the E/2 SE/4, and that an oil well producing oil in paying quantities was completed on or about March 9, 1995.

4. Oil and Gas Lease, dated September 18, 2006, filed in Book 151, Page 119, from Briney Farms, Inc. to Palomino Petroleum, Inc., covering the following described Lands in Cheyenne County, Kansas for a primary term of five (5) years:

Township 4 South, Range 37 West

Section 33: S/2

Section 35: NE/4

Township 5 South, Range 37 West

Section 4: N/2

5. Oil and Gas Lease, dated July 17, 2013, filed in Book 182, Page 582, from Briney Farms, Inc. to Raymond Oil Company, Inc., covering the SW/4 of 33-4-37 Cheyenne County, Kansas for a primary term of three (3) years.

6. Oil and Gas Lease, dated July 31, 2013, filed in Book 183, Page 109, from Briney Farms, Inc. to R.K. Pinson & Associates (KS), LLC, covering the SE/4 of 33-4-37 Cheyenne County, Kansas for a primary term of three (3) years.

EXPIRED DEFEASIBLE & RESERVED TERM MINERALS/ROYALTIES INTERESTS

The records reveal the following defeasible term mineral/royalty interests, the primary terms of which have expired but which are not covered by an affidavit of non-production:

None shown of record

MORTGAGES, LIENS, AND ENCUMBRANCES

None shown of record

EASEMENTS AND RIGHT OF WAYS

None shown of record

TAXES

1. The records in the office of the Cheyenne County, Kansas Treasurer disclose that real estate taxes for 2021 and all prior years have been paid in full.

REQUIREMENTS

Subject to satisfaction of the following requirements and obtaining a proper drilling permit, you may commence drilling operations on the above described Land in Cheyenne County, Kansas:

1. My examination of the records of the Register of Deeds Office Cheyenne County, Kansas does not cover the rights of persons claiming title through adverse possession or any other method not evidenced in the above described records.

Requirement. *You should obtain and file of record an Affidavit of Possession from all persons currently in actual possession of the above described Land which states the length and nature of their possession.*

Requirement. *You should also ascertain who is presently in possession of the above described Land under either written or oral farming arrangements so that you will know to whom damages should be paid, if any are sustained to the property as a result of your drilling and/or production activities.*

2. The above described unreleased oil and gas leases represent a cloud on title to the above described Land.

Requirement. *You should obtain and file of record, an Affidavit of Non-Production and Non-Development, from a person with actual knowledge, which states that the primary terms of the said unreleased leases have expired and that (1) no actual production of oil and/or gas or other minerals was obtained during the primary term of said leases, (2) the lands covered by said leases are not now being operated or developed for oil and/or gas or other minerals nor are they part of a producing pool or unit, and (3) there are no existing shut-in oil and/or gas wells on the lands covered by said leases from which shut-in royalty is currently being paid. Said Affidavit should cover the following described Lands in Cheyenne County, Kansas:*

Township 4 South, Range 37 West

Section 33: S/2

Section 35: NE/4

Township 5 South, Range 37 West

Section 4: N/2 and SE/4

Requirement. *You should also personally satisfy yourself that no one is currently claiming possession of said leases and that neither oil nor gas is currently being produced on said lands.*

Requirement. *You should personally inspect the lands covered by that certain prior producing Oil and Gas Lease, filed in Book 98, Page 230, and satisfy yourself that no one is currently claiming possession of said Lease and that neither oil nor gas is currently being produced from the lands covered by said Lease.*

3. The surface and minerals are currently owned by Briney – Ross Farms, Inc., which is the lessor in the above described Oil and Gas Lease. The Lease was signed by Chester Ross, as President. The records also show the above described Extension signed by James Ross, as President. In my search of the records, I have found no documentation that conclusively proves that Chester Ross was President of the corporation in 2019 or that James Ross was President of the corporation in 2021.

Requirement. *You should obtain and review a copy of Briney – Ross Farms, Inc. 's Articles of Incorporation and most recent Annual Report and satisfy yourself that, at the time the Lease was executed, Chester Ross (1) was President of the corporation and (2) had the necessary authority to execute the Lease on behalf of the corporation. You should also confirm that James Ross (1) succeeded Chester Ross as President of the corporation and (2) had the authority to execute the above described Extension. During your review, you should also satisfy yourself that the corporation is in good standing with the Kansas Secretary of State and that no Articles of Dissolution have been filed.*

If (1) Chester Ross was not President of the corporation, (2) James Ross did not succeed Chester Ross as President of the corporation; (3) Chester Ross nor James Ross had the authority to sign the Lease and Execution, (4) the corporation is not in good standing, or (5) Articles of Dissolution have been filed, you should not conduct drilling operations prior to contacting our office and discussing the matter with the undersigned.

4. This opinion does not cover or pertain to any mortgages, liens or other security interests which may encumber or pertain to prior oil and gas leases covering the above described Land.

Requirement. *If you plan to (1) re-enter or wash-down any existing wellbore or (2) utilize any personal property or equipment, which was owned by, or under the control of, a previous operator of leases located on said Land, you should first contact our office so that we can determine if said wellbores, property or equipment are subject to any existing mortgages, liens or other security interests.*

5. This opinion is based upon an examination of the above described records of Cheyenne County, Kansas only. Be advised that no visual inspection of the above described Land has been undertaken as part of this examination.

Requirement. *You should visually inspect the above described Land to make certain that there are no open and apparent environmental hazards presently on said Land. To this end you should inquire of owners and neighboring landowners, the tenant and any other persons having knowledge of the Land with regard to any possible water pollution or other hazards for which you may become responsible after you enter upon the premises and commence drilling operations for the production of oil and gas. In the event any such hazard exists, you should require that someone*

accept responsibility for the same or that the hazard be remedied prior to you taking possession of the Land.

6. On July 1, 2010, the Kansas Surface Owner Act went into effect requiring additional information be provided to the KCC on your intent to drill permit.

Requirement. *You should become familiar with the other requirements of the Act to make certain that you are properly notifying surface owners of your activities and otherwise complying with the same. If you do not have a copy of the Act, please contact our office so that one can be provided to you.*

7. Though I have provided a summary of the above described Oil and Gas Lease, additional information may be contained in said Lease which could impact your drilling operations.

Requirement. *You should read and review your Lease prior to conducting drilling operations to ensure that you comply with all terms and conditions while on the above described Land.*

COMMENTS

1. This opinion does not cover (1) liens of any kind that are not evidenced in the numerical index (unless specifically noted above), (2) bankruptcies of any kind that are not evidenced in the numerical index (unless specifically noted above), (3) acreage differences, encroachments and boundary disputes that would be shown by an accurate survey of the property and (4) the rules and regulations of the Kansas Corporation Commission (except where discussed below), Federal Energy Regulatory Commission and/or any other state or federal regulatory bodies. Further, this opinion does not address defects or any other matters affecting title not appearing in the above described records.


2. This opinion is based upon the examination of the following records (except as provided below) from Federal Patent to December 28, 2021 at 5:00 p.m.: (1) the numeric indices in the office of the Register of Deeds, (2) probate and civil case records filed with the Clerk of the District Court, and (3) tax records filed with the Treasurer of Cheyenne County, Kansas which cover and pertain to the above described Land. Unless otherwise stated, I have not relied on the examination of certified abstracts or the grantor-grantee indices in the rendering of this opinion and all information contained in said certified abstracts or the grantor-grantee indices is outside the scope of this opinion. Additionally, except for probate records and unless otherwise stated, I have limited my search of the records of the Clerk of the District Court and Treasurer of Cheyenne County, Kansas to the past ten years and all information not within said records is outside the scope of this opinion.

3. This opinion assumes the validity of all title examination standards found in the most recent edition of the Kansas Title Standards Handbook and has relied on said standards in the preparation of this opinion.

4. This opinion is given for your exclusive use and benefit in conducting drilling operations for the production of oil and gas on the above described Land and is not for the use of any other individual or company.

5. Please be aware that should you share or disclose this opinion with third parties, you will be deemed to waive any attorney-client privilege that is created pursuant to this title opinion.

Yours very truly,



MICHAEL J. BAXTER

MJB/sh.
Enc.

FLEETING PROCEED

REGISTER OF DEEDS, CHEYENNE COUNTY KANSAS
JEANNE D. DUAN

Book: 208 Page: 563

Receipt #: 10170
Pages Recorded: 2

Recording Fee: \$38.00

Date Recorded: 3/25/2019 3:07:43 PM

Jeanne D. Duan



246.BYFORM 86 - (PRODUCER'S SPECIAL)
(PAID-UP)

63U (Rev. 1993)

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 13th day of March, 2019
by and between Briney - Ross Farms, Inc., a Kansas corporation, Chester Ross, President

whose mailing address is 1102 Arcade, Goodland, KS 67735 hereinafter called Lessor (whether one or more),
and Brito Oil Company, Inc., 8100 N. 22nd St., N, Bldg. 600, Suite R, Wichita, KS 67226 hereinafter called Lessee:
Lessor, in consideration of One and More Dollars (\$ 1.00 & More) 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 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 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 Cheyenne State of Kansas Described as follows to wit:

Township 04 South, Range 37 West
Tract 1: Section 33: The Southeast Quarter (SE/4)
Tract 2: Section 33: The Southwest Quarter (SW/4)

*For the purposes of this lease, each Tract shall be considered and treated as a separate lease. Production in one tract shall not perpetuate the lease in the other parcel(s) past the primary term.

In Section XXX Township XXX Range XXX and containing 320.00 acres, more or less and all accretions thereto

Subject to the provisions herein contained, this lease shall remain in force for a term of 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 (1/8) part of all oil produced and saved from the leased premises.

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

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

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid 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 lessor'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 herein 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, lessor 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.

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.

SIGNATURE PAGE TO FOLLOW

BOOK 208 PAGE 563

SIGNATURE PAGE

BOOK 208 PAGE 564

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

Briney - Ross Farms, Inc.

X: Chester W. Ross

By: Chester Ross, President

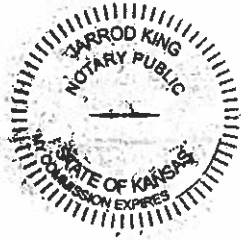
ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF STEVENSON) ss.

March Before me, the undersigned, a Notary Public, within and for said county and state on this 13 day of personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purpose 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 9/24/2020



Jarrod King
Notary Public

EXTENSION OF OIL AND GAS LEASE

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

LESSOR: Briney - Ross Farms, Inc., a Kansas corporation
LESSEE: Brito Oil Company, Inc.
DATE: March 13, 2019
LEGAL: The South Half (S/2) of Section 33, Township 4 South, Range 37 West
RECORDED: Book 208, Page 563, Office of Register of Deeds, Cheyenne County, Kansas

WHEREAS, said lease expires in the absence of drilling operations on March 13, 2022, 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 One and more Dollars (\$1.00), 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 Two (2) years 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 as modified, if any modification thereof may have been heretofore executed.

IN WITNESS WHEREOF, this instrument is signed on this the 23rd day of November, 2021

Briney - Ross Farms, Inc.

James W Ross
James Ross, President

STATE OF Kansas)
) ss.
COUNTY OF Sherman)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 23rd day of November, 2021, personally appeared James Ross, President of Briney - Ross Farms, Inc., a Kansas corporation, to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as a 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.



Kim Cole
Notary Public

My commission expires 1/20/2023

REGISTER OF DEEDS, CHEYENNE COUNTY KANSAS
JEANNE D. DUNN

Book: 222 Page: 28

Receipt #: 12323 Recording Fee: \$21.00
Pages Recorded: 1

Date Recorded: 12/10/2021 11:30:00 AM

Jeanne D. Dunn



Summary of Changes

Lease Name and Number: Briney-Ross 1-33

API/Permit #: 15-023-21566-00-00

Doc ID: 1626613

Correction Number: 1

Approved By: CeLena Peterson 02/24/2022

| Field Name | Previous Value | New Value |
|--------------------------|---------------------------------|---------------------------------|
| KCC Only - Approved By | CeLena Peterson 02/22/2022 | CeLena Peterson 02/24/2022 |
| KCC Only - Approved Date | 02/22/2022 | 02/24/2022 |
| KCC Only - Date Received | 02/18/2022 | 02/22/2022 |
| Lease Name | Birney-Ross | Briney-Ross |
| Surface Owner Name | Chester Ross-Birney Farms, Inc. | Chester Ross-Briney Farms, Inc. |

Summary of Attachments

Lease Name and Number: Briney-Ross 1-33

API: 15-023-21566-00-00

Doc ID: 1626613

Correction Number: 1

Approved By: CeLena Peterson 02/24/2022

Attachment Name