

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 |
| <input type="checkbox"/> Seismic ; _____ # of Holes | <input type="checkbox"/> Other | | |
| <input type="checkbox"/> 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

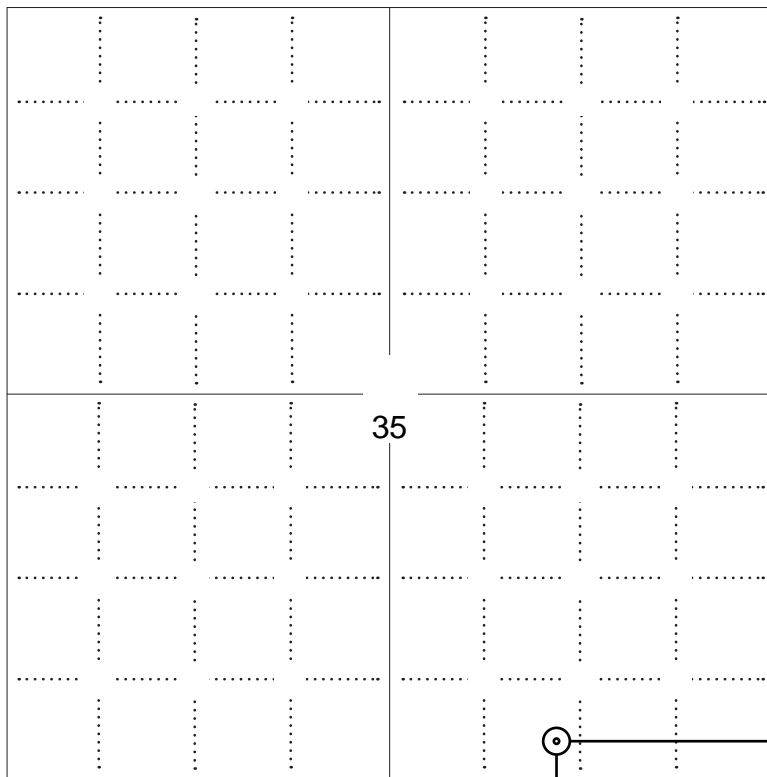
Is Section: Regular or Irregular

If Section is Irregular, locate well from nearest corner boundary.

Section corner used: NE NW SE SW

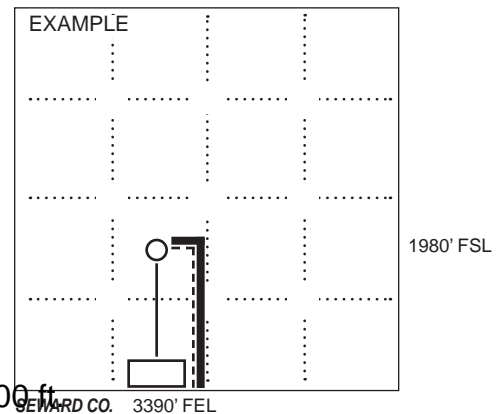
PLAT

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.



LEGEND

- Well Location
- Tank Battery Location
- Pipeline Location
- Electric Line Location
- Lease Road Location



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

265 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 DIVISION
APPLICATION FOR SURFACE PIT**

Form CDP-1
May 2010
Form must be Typed

Submit in Duplicate

Operator Name: _____		License Number: _____	
Operator Address: _____			
Contact Person: _____		Phone Number: _____	
Lease Name & Well No.: _____		Pit Location (QQQQ): _____ - _____ - _____ - _____	
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			
Date Received: _____		Permit Number: _____	
Permit Date: _____		Lease Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Liner		<input type="checkbox"/> Steel Pit <input type="checkbox"/> RFAC <input type="checkbox"/> RFAS	

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2021

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:

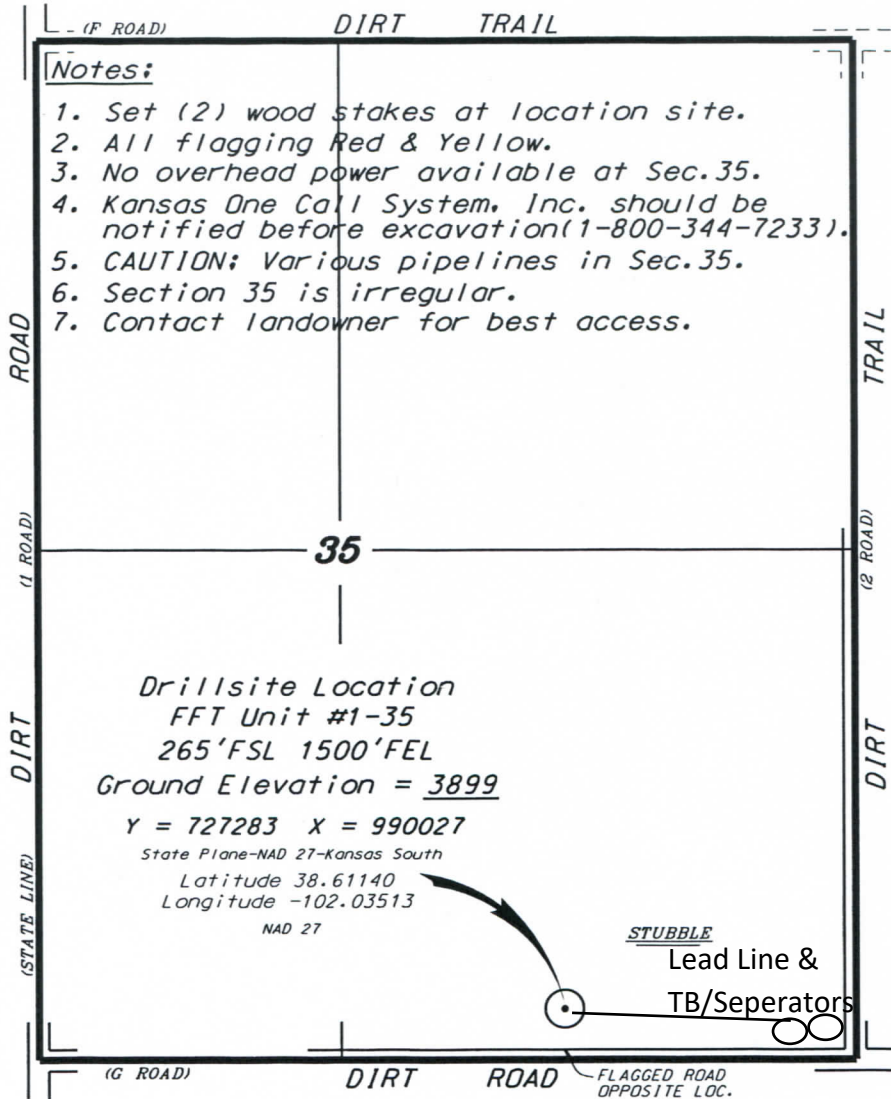
- I certify that, pursuant to the Kansas Surface Owner Notice Act (see Chapter 55 of the Kansas Statutes Annotated), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I 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

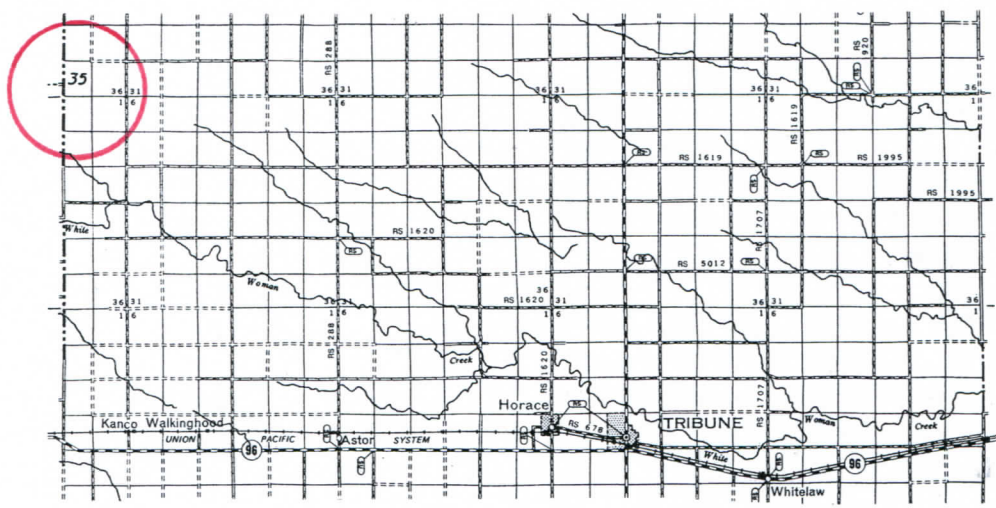
MURFIN DRILLING COMPANY, INC.
 FFT LEASE
 SE.1/4, SECTION 35, T16S, R43W
 GREELEY COUNTY, KANSAS



Notes:

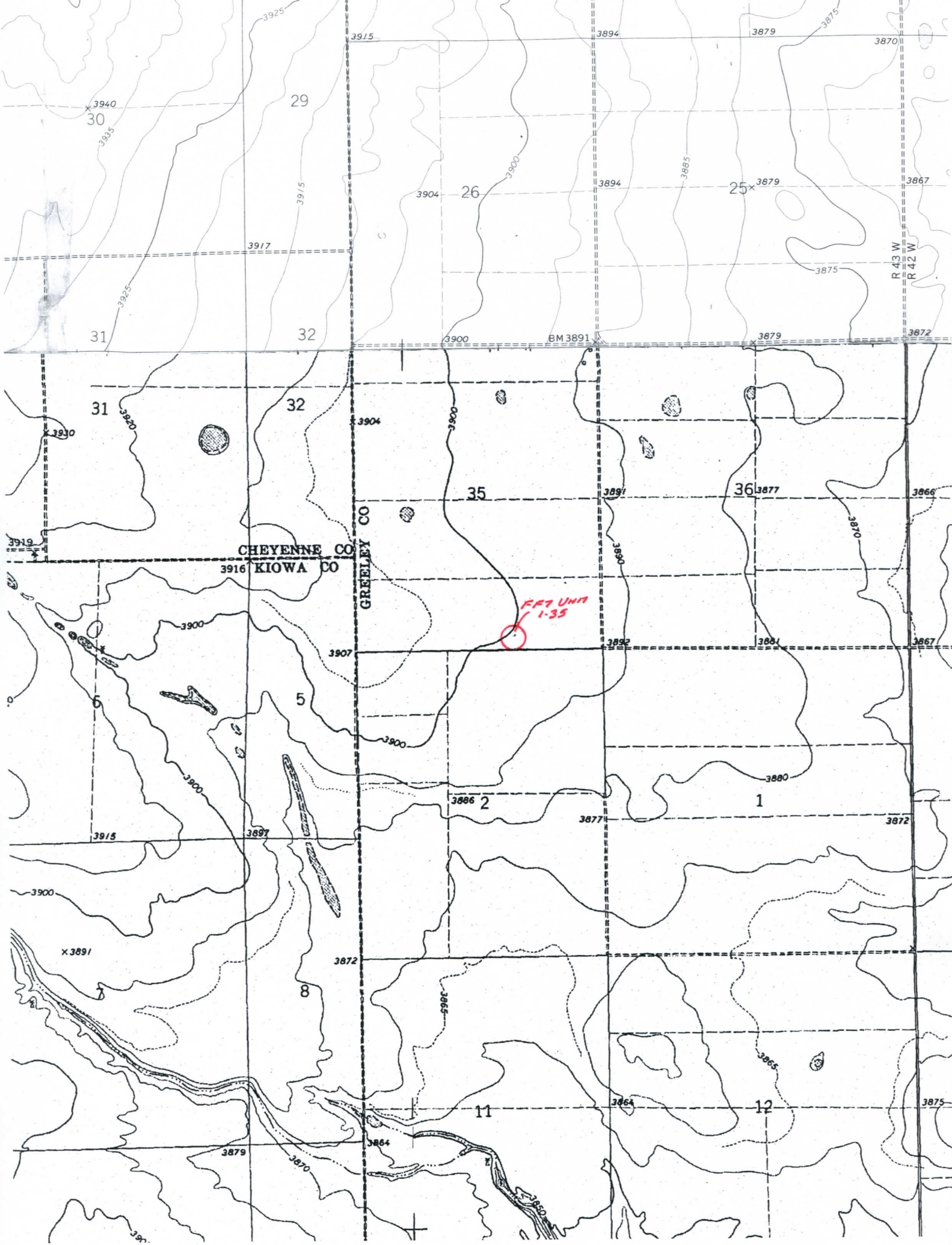
1. Set (2) wood stakes at location site.
2. All flagging Red & Yellow.
3. No overhead power available at Sec.35.
4. Kansas One Call System, Inc. should be notified before excavation(1-800-344-7233).
5. CAUTION; Various pipelines in Sec.35.
6. Section 35 is irregular.
7. Contact landowner for best access.

*Ingress and egress to location as shown on this plot is per usage only and may not be legally opened for public use. Contact landowner, tenant and county road department for access.



* Controlling data is based upon the best maps and photographs available to us and upon a regular section of land containing 640 acres.
 * Approximate section lines were determined using the normal standard of care of oilfield surveyors practicing in the state of Kansas. The section corners, which establish the precise section lines, were not necessarily located, and the exact location of the drillsite location in the section is not guaranteed. Therefore, the operator securing this service and accepting this plot and all other parties relying thereon agree to hold Central Kansas Oilfield Services, Inc., its officers and employees harmless from all losses, costs and expenses and said entities released from any liability from incidental or consequential damages.
 * Elevations derived from National Geodetic Vertical Datum.

Date February 21, 2022





63U (Rev. 1993)

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 29th day of September, 2020

by and between Foltz Farms of Colorado, LLLP

whose mailing address is P.O. Box 115, Humphrey, NE 68642 hereinafter called Lessor (whether one or more),

and Murfin Drilling Company, Inc.
250 North Water Street, Suite 300, Wichita, Kansas 67202 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 Greeley State of Kansas Described as follows to wit:

Township 17 South, Range 43 West

Section 2: Lot 1 (39.33ac), Lot 2 (39.59ac), & S/2NE/4 (a/d/a NE/4), & SE/4, a/d/a E/2

In Section XXX Township XXX Range XXX and containing 318.92 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 (1/8) 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), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable 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.

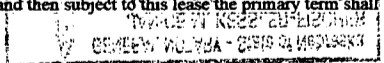
Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land; lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 80 acres each in the event of 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.

*If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum equal to the original per acre bonus paid to lessor under the initial primary term of said lease multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease the primary term shall be extended for an additional Three (3) years from the end of the primary term hereof.



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

Witnesses:

Foltz Farms of Colorado, LLLP

By: Mark Foltz
Mark W. Foltz, General Partner

By: Marcelline A. Foltz
Marcelline A. Foltz, General Partner

ACKNOWLEDGEMENT FOR INDIVIDUAL (Neb., Kans., Okla., and Colo.)

STATE OF Nebraska)

COUNTY OF Platte) ss.

Before me, the undersigned, a Notary Public, within and for said county and state on this 8 day of October, 2020, personally appeared, **Marl W. Foltz and Marcelline A. Foltz, General Partners of Foltz Farms of Colorado, LLLP**, 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 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 _____



Janice M. Kessler-Fischer
Notary Public
Janice M. Kessler-Fischer

Exhibits or Recordation Stamp:

No. _____

OIL AND GAS LEASE

FROM

TO

Date

Section

Twp.

Rge

No. of Acres

Term

County

STATE OF _____

County _____

This instrument was filed for record on the 26th day of

October, 2020

at 10:30 o'clock a M., and duly recorded fee

\$38.00

in Book 194

Page 313 - 314

of in the

records of this office

Pamela Lang, deputy
Register of Deeds

By _____

When recorded, return to _____



OIL AND GAS LEASE

STATE OF KANSAS

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF GREELEY

This agreement, made and entered into this 31st day of March, 2022, by and between XTO ENERGY INC., whose mailing address is 22777 Springwoods Village Parkway, Spring, TX 77389, hereinafter called "Lessor," and Murfin Drilling Company, Inc., whose mailing address is 250 N. Water, Suite 300, Wichita, KS 67202 hereinafter called "Lessee,"

WITNESSETH:

I.

Lessor, in consideration of Ten Dollars (\$10.00), or more, in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby GRANTS, LEASES, and LETS exclusively unto Lessee for the purpose of investigating, prospecting, drilling for, and producing oil and gas, laying pipe lines and building structures thereon to produce, save, take care of, treat, transport, and store said products, the following described land in Greeley County, Kansas, hereinafter referred to as the "leased premises," to wit:

THE EAST HALF (E/2) OF SECTION 2-17S-43W

Containing 256 acres, more or less

II.

Subject to the other provisions hereof, this lease shall be for a term of one (1) year from the date hereof, hereinafter referred to as "primary term," and as long thereafter as either i) operations are conducted upon the leased premises; or ii) oil or gas is produced in paying quantities from the leased premises, in either event with no cessation for more than ninety (90) consecutive days. Whenever used in this lease, the term "operations" shall include, but not be limited to operations for any of the following: drilling, testing, completing, reworking, recompleting, deepening, sidetracking, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas. Notwithstanding anything herein to the contrary, this lease is a fully paid up lease for the primary term stated above and may not be terminated by limitations upon, or abandonment of, the property interest herein granted during said primary term.

III.

A. The royalties to be paid Lessor are:

1. On oil, including condensate, distillate, and all hydrocarbons produced in a liquid form at the mouth of the well or recovered from oil or gas run through a separator or other equipment, 1/8th of the market value thereof, calculated at the well.
2. On gas, including casinghead gas, and any other gaseous substances, 1/8th of the market value thereof.
3. Proceeds from any sale between Lessee and any non-affiliated company or person negotiated in good faith and at arms' length shall be deemed to be market value for the purposes of this Article III.

B. Lessor may, at any time or from time to time, require that the payment of any or all of the above reserved royalties be made in kind upon sixty (60) days written notice. Any gas contract executed by Lessee shall provide that upon sixty (60) days written notice of Lessor's intention to take its royalty gas in kind, such royalty gas shall be released from the contract.

C. Lessor's royalty, including that paid in kind, is to be free and clear of all exploring, producing, developing, processing, compressing, marketing and transporting costs and of taxes, provided, however, that Lessor's royalty shall bear its proportionate part of all ad valorem, severance, gross production, gathering, windfall profits and other similar taxes levied on or measured by production from the leased premises.

D. The terms contained in this lease may not be amended or otherwise affected by any division order, notwithstanding the execution of same by Lessor, and none of the provisions contained in any division order shall serve to diminish or otherwise affect the rights, titles or interests vested in Lessor. The refusal by Lessor to execute a division order shall not afford to Lessee or oil and gas purchasers the right to withhold the prompt payment of royalties to Lessor.

Within 90 days following the first sale of oil or gas produced from the leased premises, settlement shall be made by Lessee or by its agent for royalties due hereunder with respect to such oil or gas sold off the premises, and such royalties shall be paid monthly thereafter. After said initial royalty payment, with respect to oil or gas sold during any month, royalty shall be paid hereunder on or before the last day of the second succeeding month. Failure of Lessee to pay or tender to Lessor any such royalties within the time period specified shall result in the accrual of interest on such unpaid royalties at the rate two times the prime rate established by Lessor's bank, but in no instance shall such interest be less than 15%. Acceptance by Lessor of payment of royalties which are past due shall not act as a waiver or estoppel of Lessor's rights to

receive or recover any and all interest due on such unpaid royalties as provided herein.

IV.

A. Notwithstanding anything herein to the contrary, in the event this lease is maintained in effect past the expiration of the primary term, then on the later of (a) ninety (90) days following the end of the primary term; and (b) such date as Lessee is no longer engaged in "Continuous Drilling" on the leased premises (said date to be referred to herein as the "Partial Termination Date"), this lease shall partially terminate as provided in Section IV.C, below, it being understood and agreed that such partial termination shall be the sole remedy of Lessor for Lessee's ceasing to conduct Continuous Drilling:

B. It is understood and agreed that Lessee shall be deemed to be engaged in "Continuous Drilling" for so long as Lessee conducts operations for the drilling of a well on the leased premises, or lands pooled therewith, with no lapse of more than ninety (90) days between the date that one well reaches total depth and commencement of actual drilling operations on the next succeeding well, it being understood and agreed that such operations shall only be deemed commenced upon the entry of a drillbit into the earth, and with operations for drilling on each well being conducted with no cessation of more than thirty (30) consecutive days.

C. Upon the Partial Termination Date, this lease shall terminate as to:

1) All lands except: a) Those which have been included in a pooled unit ratified or otherwise agreed to by Lessor, upon which there is located a well that is capable of production in paying quantities; b) The greater of the following acreage for each well that is capable of production in paying quantities: i) 40 acres, plus a tolerance of 10% thereof, around each oil well, and 160 acres, plus a tolerance of 10% thereof, around each gas well; and ii) Such acreage as the Commission prescribes, permits or allows by rule or order to be assigned to such well for any purpose (Lessee to provide Lessor with copies of any applicable order upon request), provided that no decrease in the amount of acreage prescribed, permitted or allowed by the Commission, following the Termination Date, shall require the reduction in size of any tract retained under the terms hereof. Each tract of land retained by Lessee under the terms hereof shall hereinafter be referred to as a "Retained Tract". Except for those Retained Tracts provided for in Section IV.C.1)a) hereof, the Retained Tracts shall be: i) determined by Lessee acting as reasonable prudent operator; ii) in the case of a vertical well be as nearly as practicable in the shape of a square; and iii) in the case of a horizontal well, be as nearly as practicable in the shape of a rectangle, which shall include the entire drain hole of such well, with the lateral boundaries being approximately equal distance from the drain hole and parallel thereto.

2) As to each Retained Tract, all depths below one hundred (100) feet below the deepest depth drilled by any well on any Retained Tract.

D. Following the Partial Termination Date: 1) This lease shall remain in effect as to each Retained Tract for so long as it is maintained under the terms of this lease as though such Retained Tract were the only land covered by this lease; and 2) Notwithstanding the termination of this lease as to any lands or depths, Lessee shall continue to have all of the rights of access and use granted hereunder for all of the lands and depths originally covered by this lease, for its operations on the Retained Tracts.

V.

Notwithstanding the automatic reverting and revesting of title into Lessor, upon the happening of the events as herein provided for in Article IV above, Lessee shall promptly make, execute and deliver to Lessor any instrument or instruments releasing and reconveying the record title to Lessor, as and when requested. Lessee hereby agrees and all persons are hereby given notice that, upon the termination of this lease (with or without an instrument of release or reconveyance) Lessor's interest in the leased premises shall be free and clear of any overriding royalty, payment out of production, net profit obligation or carried interest or any obligation to which it may have been subjected by Lessee. Any such obligations shall cease and terminate and be of no further force and effect as to such part of the leased premises released or reconveyed, notwithstanding that Lessor may have expressly or impliedly consented to the assignment or the instrument in which such obligation was reserved or created.

VI.

A. Lessee shall have the right at any time until six (6) months after the expiration of this lease to remove all property and fixtures placed by Lessee on the leased premises, including the right to draw and remove all casing.

B. LESSEE AGREES TO FULLY DEFEND, PROTECT INDEMNIFY, AND HOLD HARMLESS LESSOR, ITS EMPLOYEES AND AGENTS, FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR LAWSUIT, AND ANY LIABILITY, COST, EXPENSE, DAMAGE, OR LOSS INCLUDING COURT COSTS AND ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST LESSOR OR LESSEE BY ANY THIRD PARTY, INCLUDING LESSEE'S EMPLOYEES AND AGENTS, ARISING FROM OR ON ACCOUNT OF ANY OPERATIONS CONDUCTED BY LESSEE OR FOR THE BENEFIT OF LESSEE ON THE LEASED PREMISES. LESSEE AGREES TO ASSUME ALL RISK OF LIABILITY INCIDENT TO ALL ENVIRONMENTAL, HEALTH OR SAFETY RELATED CLAIMS OR DAMAGES RESULTING FROM ITS ACTS OR OMISSIONS, INCLUDING RELEASES OF SUBSTANCES OR DEPOSIT OF SUBSTANCES ON, INTO OR UNDER THE PROPERTIES AND TO HOLD LESSOR HARMLESS FROM ALL LOSSES, COSTS OR REMEDIATION LIABILITY RESULTING FROM SUCH ACTS OR OMISSIONS AS DEFINED BY PRESENT OR FUTURE STATE OR FEDERAL REGULATIONS. THIS INDEMNITY SHALL BE FULLY VALID AND ENFORCEABLE AS BETWEEN LESSEE AND LESSOR, NOTWITHSTANDING ANY PROVISIONS OF LAWS WHICH DENY SUCH INDEMNITY AS A DEFENSE UNDER SUCH LAWS.

C. Lessee shall plug any well either not capable or no longer capable of producing oil or gas in paying quantities and shall restore the leased premises around any such well to the reasonable satisfaction of the surface owner. In the event Lessee fails to plug any such well or fails to restore such surface around any such well to the satisfaction of Lessor, then Lessor, at its option, may plug any such well and restore such surface around any such well to its satisfaction, and Lessee shall reimburse it for any and all sums of money expended in connection therewith. Lessee shall comply with all statutory requirements and governmental rules and regulations in effect at the time of plugging any well not taken over, and Lessee agrees to fully defend, protect and indemnify, and hold Lessor harmless from and against each and every claim, demand or cause of action, expense or liability arising from Lessee's failure to plug or properly plug any such well.

D. When required by Lessor, Lessee will bury all pipelines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on the leased premises without Lessor's consent.

E. Lessee agrees to operate the leased premises as a reasonably prudent operator would under the same or similar circumstances and to protect the leased premises from drainage by reason of any well completed on adjacent or nearby lands.

F. Lessee shall allow Lessor and its representatives full access to all wells drilled hereunder, including access to the records thereof and to the derrick floor, at Lessor's sole risk and expense, and Lessor shall be furnished with samples or copies of all cores, cuttings, logs, drilling data, testing and completing data, and all other information obtained by Lessee pertaining to any well drilled hereunder including the Quad Combo (Triple Combo (GR, Resistivity, Neutron/Density) + Sonic data. Commencing with the month following the completion of the first producing well drilled hereunder, Lessee shall, upon request, furnish Lessor a statement showing all wells drilled or being drilled pursuant to the terms hereof, the status of all such wells and current production information for all producing wells including but not limited to volumes, values and purchases.

G. Until further notice Lessee shall furnish all information under paragraph VI.F. above, as follows:

Designee:

Kathleen May
XTO Energy Inc.
22777 Springwoods Village Pkwy.
Spring, TX 77389-1425

Telephone
Office: (832) 625-3582

- a. Notice by telephone of all proposed coring, drillstem testing, and logging in sufficient time for XTO Energy Inc. to have a representative present.
- b. Daily report by telecopier to (817) 882-7299 of well status and significant developments from spudding date until well is completed and potentialled.
- c. Two copies daily of any mud log if a mud logging unit is used.
- d. Two field prints or preliminary prints and two final prints of all logs run.
- e. Samples of any and all cores, if requested.
- f. At the time the well is to be spudded, your geologist in charge of the well will contact the above Designee. The purpose of this contact will be to discuss any potential modification of the requirements under this paragraph and the necessary time requirements for notification of coring, logging, testing, etc. This contact will also serve as a mutual exchange of names and phone numbers of the people who will handle the well for both you and XTO Energy Inc.
- g. Two copies of complete details of all drillstem tests taken, together with two copies of charts in bottom hole bomb.
- h. Two copies of the potential test.
- i. Two copies of completion and/or plugging report.
- j. Two copies of all other forms filed with the State Regulatory Bodies.

VII.

If any operation permitted or required hereunder, or the performance by Lessee of any covenant, agreement, or requirement hereof is delayed or interrupted directly or indirectly by any past or future acts, orders, regulations or requirements of the Government of the United States or any State or other governmental body, or any agency, officer, representative or authority of any of them, or because of delay or inability to get materials, labor, equipment or supplies, or on account of any other similar or dissimilar cause beyond the control of Lessee, the period of such delay or interruption shall

not be counted against the Lessee, and the term of this lease shall automatically be extended so long as the cause or causes for such delays or interruptions continue and for an additional sixty (60) days thereafter and thereafter so long as oil or gas is produced in paying quantities or drilling or reworking operations are conducted as provided in Section IV above, provided that production or drilling or reworking operations are restored or commenced within said additional sixty (60) days following the cessation of such delay or interruption.

VIII.

It is expressly understood that this lease is executed by Lessor without warranty, either express or implied. Lessor makes no representations or warranties regarding Lessee's right of ingress and egress to the leased premises from or across adjacent or adjoining lands.

IX.

A. Lessor reserves and is hereby given the right at any time and from time to time to purchase or designate a purchaser for all of Lessee's oil and other liquid hydrocarbons produced and saved from the leased premises. Lessor's election to purchase said oil or other liquid hydrocarbons shall be given to Lessee in writing at least thirty (30) days prior to the time purchases shall begin, and notice of discontinuance of purchase shall be given in a like manner. The option given hereby shall apply separately as to oil and as to other liquid hydrocarbons, and Lessor may purchase the oil or any liquid hydrocarbon, or any one or more of them, without purchasing the remaining products. The price paid Lessee by Lessor shall be the current competitive field posting at the wells for such production of like kind and quality. If no posting applies for the area then the price paid shall be the current competitive market price.

B. Lessor reserves and is hereby given the optional preferential right at any time and from time to time to enter into a contract to purchase or designate a purchaser for all Lessee's gas produced from the leased premises, such right to be exercised as follows. If Lessee elects to sell gas production and shall receive a bona-fide offer acceptable to Lessee to purchase such gas production, Lessee shall promptly furnish Lessor written notice thereof, and Lessor shall have ninety (90) days after receipt of such notice to elect either to enter into a contract to purchase such gas on the same terms and conditions of such offer, or to designate a third party purchaser of such gas on either the same terms and conditions or (in Lessor's sole judgment) on more favorable terms and conditions to Lessee, and if any third party purchaser is designated, such designation shall be binding on Lessee. If Lessor fails to notify Lessee within said ninety (90) day period of its election to exercise such right, then Lessor shall have no right to exercise said preferential right during the contract term. If Lessor does not exercise such optional preferential right and for any reason Lessee shall not thereafter accept said offer, or if Lessee accepts said offer and the resulting contract expires or is terminated or renegotiated, then the foregoing reservation of said optional preferential right shall apply with respect to any new offer or renegotiated offer to purchase gas from the leased premises.

X.

Upon the expiration of the primary term hereof or at any time thereafter, if there is a gas well completed hereunder and gas is not being sold or used and the well is shut-in due to lack of market and this lease is not being otherwise continued in effect under its terms, Lessee shall pay as shut-in royalty an amount per year equal to ten Dollars (\$10) per net acre or a minimum of eight hundred dollars (\$800), whichever is greater, subject to this lease to Lessor at 22777 Springwoods Village Parkway, Spring, TX 77379 and this amount shall be the same regardless of the number of wells located on the acreage subject to this lease. It will be deemed that gas is being produced for all purposes of this lease during the entire period for which any such shut-in royalty payment is made regardless of any subsequent shutting in of the well following any gas sale, sales, or use made during any such one-year period. The shut-in royalty for the first year shall be payable within sixty (60) days following the shutting in of the well and for subsequent periods in like manner annually thereafter; provided, however, in the event the gas well is shut-in across the expiration of the primary term, the first shut-in royalty payment shall be payable on or before sixty (60) days after the expiration of the primary term and in the event of a gas well being shut-in across the end of the primary term if such initial shut-in royalty is timely and properly paid, this lease shall not terminate at the end of the primary term for lack of production. It is expressly understood and agreed that the term "gas well" as used in this shut-in gas royalty paragraph means only those wells classified or capable of being classified as gas wells by the appropriate governmental regulatory authority. It is expressly understood and agreed that the payment of shut-in gas royalties shall not alter or effect the continuous development obligations described in paragraph IV.B. above and that at such time as the continuous development of the leased premises ceases, this lease shall terminate except as to each Retained Tract upon which a well capable of producing oil or gas in paying quantities has been completed regardless of the payment of shut-in gas royalties. If, during the period the lease is kept in effect by payment of the shut-in gas royalty, gas is sold and delivered in paying quantities from a well located within 1,000 feet of the leased premises and completed in the same producing reservoir or in any case in which drainage is occurring, the right to continue to extend the lease by paying the shut-in gas royalty shall cease, but the lease shall remain effective for so long as Lessee pays unto Lessor compensatory royalty, at the royalty rate provided in this lease, of the value at the well or production from the well which is causing the drainage or which is completed in the same producing reservoir and within 1,000 feet of the leased premises. The compensatory royalty is to be paid monthly to Lessor beginning on or before the last day of the month next succeeding the month in which the gas is sold and delivered from the well located within 1,000 feet of or draining the leased premises and completed in the same reservoir; if the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in gas royalty, Lessee shall pay an amount equal to the difference within 30 days from the end of the 12-month period; and none of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells.

XI.

The provisions of this lease shall extend to and bind the successors and assigns of the parties hereto and shall constitute covenants running with the land hereby leased; but no change in the ownership of the leased premises 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. However, in order to assure Lessor that operations hereunder shall be conducted by

responsible parties and that the maximum amount of production shall be obtained hereunder, Lessee agrees (1) that no assignment of Lessee's interest shall be made to any party without the prior written consent of Lessor, which shall not be arbitrarily withheld; and (2) any such assignment shall contain a limitation requiring that the written consent of Lessor must be obtained prior to any further assignment.

XII.

In the event any action in law or equity, including any action for declaratory relief, is brought by Lessor or Lessee to enforce or interpret any provision of this lease, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other costs incurred therein, which fees may be set by the court in the trial of such action or may be enforced in a separate action for that purpose, and which fees shall be in addition to any other relief which may be awarded.

XIII.

If Lessor owns less than the entire fee or mineral estate in the leased premises, then all interests reserved to Lessor under the terms of this lease, including Lessor's royalty and call on production, shall be reduced proportionately.

XIV.

Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well (other than a horizontal completion) shall not exceed 80 acres plus a maximum acreage tolerance of 10% and for a gas well or horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10% provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 15,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 15,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. In the event of operations on or production of oil or gas from any part of a pooled unit which includes land covered by this Lease, except for the payment of royalties, the operations or production shall be considered as operations on or production of oil or gas from the Land covered by this Lease, whether or not the well is located on land covered by this Lease. In the event Lessee should exercise its option to pool or unitize any portion of the Land with other lands or leases as herein provided, this Lease shall continue in force and effect after the Primary Term in accordance with the terms of this Lease as to that portion of the Land actually included in a pooled unit and said Lease shall terminate by its terms as to such other portions of the Land not included in such pooled unit, unless otherwise maintained under the terms and provisions of this Lease. There shall be allocated to the Land included in the unit that prorated portion of the oil and gas, or either of them, produced from the pooled unit which the total number of net acres of the Land covered by this Lease and included in the unit bears to the total number of surface acres included in the unit. Royalties shall be computed on the portion of production sold by Lessee and allocated to the Land covered by this Lease and included in the unit just as though the production was from the Land. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder. Any unit formed may be amended or revised by Lessee by the addition of other leases and/or the expansion or contraction or both, before or after commencement of production, provided such revised unit complies with the provisions of this Lease, and to the extent any portion of the Land included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall be adjusted accordingly effective as of the effective date of the written declaration of revision filed of record by Lessee. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this Lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

XV.

It is understood and agreed that time is of the essence in the performance of this agreement.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the date first above written.

LESSOR:

XTO ENERGY INC.

By: Kelly S. Shoulders
Title: Kelly S. Shoulders - Land Manager - Mid-Con
Attorney-in-Fact

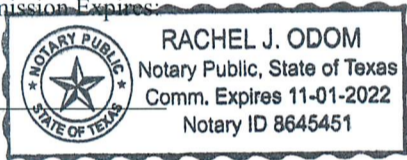
LESSEE:

By: _____
Name: _____
Title: _____

STATE OF TEXAS '
 '
COUNTY OF HARRIS '

This instrument was acknowledged before me on this 31 day of March, 2022 by Kelly S. Shoulders, as Agent and Attorney-in-Fact of XTO ENERGY INC., a Delaware corporation, on behalf of said corporation and in the capacities herein expressed.

My Commission Expires:



Rachel J. Odom
Notary Public

STATE OF _____ '
 '
COUNTY OF _____ '

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as _____ of Murfin Drilling Company, Inc., on behalf of said corporation and in the capacities herein expressed.

My Commission Expires:

Notary Public



63U (Rev. 1993)

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 6th day of October, 2020

by and between Tergin Family Properties, LLC

whose mailing address is 3501 Country Club Drive, Jefferson City, MO 65109 hereinafter called Lessor (whether one or more),

and Murfin Drilling Company, Inc.
250 North Water Street, Suite 300, Wichita, Kansas 67202 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 Greeley State of Kansas Described as follows to wit:

Township 16 South, Range 43 West

Section 35: Lot 1 (47.16ac), Lot 2 (47.24ac), Lot 3, (47.32ac), Lot 4 (47.40ac), & E/2, a/d/a ALL

In Section XXX Township XXX Range XXX and containing 509.12 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 (1/8) 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), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable 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.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land; lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 80 acres each in the event of 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.

*If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum equal to the original per acre bonus paid to lessor under the initial primary term of said lease multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease the primary term shall be extended for an additional Three (3) years from the end of the primary term hereof.

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

Witnesses:

The James G. Tergin Living Trust, dated December 23, 2008, Member of Tergin Family Properties, LLC

By: James G. Tergin
James G. Tergin, Trustee

By: Irene Tergin
Irene Tergin, Trustee

ACKNOWLEDGEMENT FOR INDIVIDUAL (Missouri, Kans., Okla., and Colo.)

STATE OF Missouri)
COUNTY OF Cole) ss.

Before me, the undersigned, a Notary Public, within and for said county and state on this 12th day of October, 2020, personally appeared, **James G. Tergin and Irene Tergin, Trustees of The James G. Tergin Living Trust, dated December 23, 2008, Member of Tergin Family Properties, LLC**, 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 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 09-16-2023

Shanell K. Falotico
Shanell K. Falotico, Notary Public

SHANELL K FALOTICO
Notary Public - Notary Seal
STATE OF MISSOURI
County of Cole
My Commission Expires 9/16/2023
Commission # 15260542

Exhibits or Recordation Stamp:

No. _____
OIL AND GAS LEASE

FROM _____
TO _____
Date _____
Section _____ Twp. _____ Rge _____
No. of Acres _____ Term _____
County _____

STATE OF _____
County _____

This instrument was filed for record on the 2nd day of November, 2020 at 10:30 o'clock A.M., and duly recorded

in Book 194 Page 344-345 of in the records of this office



Pamela Lang, deputy
Register of Deeds

By _____
When recorded, return to _____