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

Expected Spud Date:	Spot Description:
DPERATOR: License#	
lame:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
ity:	County:
ontact Person:hone:	Lease Name: Well #:
TIONS	Field Name:
ONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MS
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile: Public water supply well within one mile: Yes N Yes N
Disposal Wildcat Cable	Public water supply well within one mile: Yes No Depth to bottom of fresh water:
Seismic ; # of Holes Other	Depth to bottom of usable water:
Other:	Surface Pipe by Alternate: I III
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
On contain	Largeth of Cardynatas Rica (if ann.)
Operator:	Projected Total Depth:
Original Completion Date: Original Total Depth:	
	Water Source for Drilling Operations:
irectional, Deviated or Horizontal wellbore? Yes No	Well Farm Pond Other:
Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
(CC DKT #:	Will Cores be taken? Yes N
AE	If Yes, proposed zone:
The undersigned hereby affirms that the drilling, completion and eventual p	
t is agreed that the following minimum requirements will be met:	
5. The appropriate district office will be notified before well is either plug6. If an ALTERNATE II COMPLETION, production pipe shall be cement Or pursuant to Appendix "B" - Eastern Kansas surface casing order #	If by circulating cement to the top; in all cases surface pipe shall be set the underlying formation. Strict office on plug length and placement is necessary prior to plugging ;
 A copy of the approved notice of intent to drill shall be posted on each of the minimum amount of surface pipe as specified below shall be see through all unconsolidated materials plus a minimum of 20 feet into the second of the well is dry hole, an agreement between the operator and the district office will be notified before well is either pluge. If an ALTERNATE II COMPLETION, production pipe shall be cement Or pursuant to Appendix "B" - Eastern Kansas surface casing order # 	t by circulating cement to the top; in all cases surface pipe shall be set ne underlying formation. Strict office on plug length and placement is necessary prior to plugging ; ged or production casing is cemented in; ed from below any usable water to surface within 120 DAYS of spud date. 133,891-C, which applies to the KCC District 3 area, alternate II cementing

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

Side Two

For KCC Use ONLY
API # 15

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

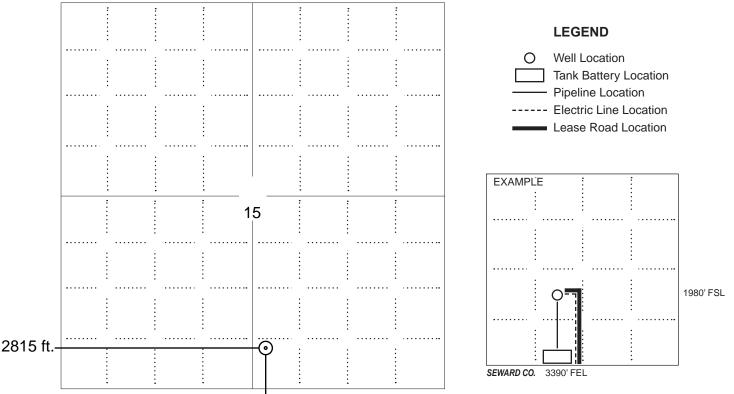
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	Sec Twp S. R 🗌 E 🔲 W
Number of Acres attributable to well:	Is Section: Regular or Irregular
	If Section is Irregular, locate well from nearest corner boundary. Section corner used: NE NW SE SW

PLAT

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032).

You may attach a separate plat if desired.



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

560 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

Form CDP-1 May 2010 Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name:			License Number:	
Operator Address:				
Contact Person:			Phone Number:	
Lease Name & Well No.:			Pit Location (QQQQ):	
Type of Pit:	Pit is:			
Emergency Pit Burn Pit	Proposed Existing		SecTwp R	
Settling Pit Drilling Pit If Existing, date con		nstructed:	Feet from North / South Line of Section	
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)			Feet from East / West Line of Section	
		(bbls)	County	
Is the pit located in a Sensitive Ground Water A	rea? Yes	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)	
Is the bottom below ground level? Yes No	Artificial Liner?	lo	How is the pit lined if a plastic liner is not used?	
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet) N/A: Steel Pits	
Depth fro	om ground level to dee	pest point:	(feet) No Pit	
If the pit is lined give a brief description of the 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:		Depth to shallow Source of inforr	west fresh water feet.	
feet Depth of water wellfeet		measured	well owner electric log KDWR	
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	ver and Haul-Off Pits ONLY:	
Producing Formation:		Type of materia	l utilized in drilling/workover:	
Number of producing wells on lease:		Number of work	king pits to be utilized:	
Barrels of fluid produced daily:		Abandonment p	procedure:	
Does the slope from the tank battery allow all spilled fluids to flow into the pit? Yes No		Drill pits must be closed within 365 days of spud date.		
Submitted Electronically				
KCC OFFICE USE ONLY			NLY Liner Steel Pit RFAC RFAS	
Date Received: Permit Numl	ber:	Permi		

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 (C	athodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R 🗌 East 🗌 West
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip: +	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City:	
the KCC with a plat showing the predicted locations of lease roads, tank are preliminary non-binding estimates. The locations may be entered on Select one of the following: □ I certify that, pursuant to the Kansas Surface Owner Notice provided the following to the surface owner(s) of the land upon	dic Protection Borehole Intent), you must supply the surface owners and batteries, pipelines, and electrical lines. The locations shown on the plat of the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted. Act (see Chapter 55 of the Kansas Statutes Annotated), I have on which the subject well is or will be located: 1) a copy of the gin connection with this form; 2) if the form being filed is a Form operator name, address, phone number, fax, and email address.
the KCC will be required to send this information to the surface this task, I acknowledge that I must provide the name and addr and that I am being charged a \$30.00 handling fee, payable to the surface of the surface	
form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1	fee with this form. If the fee is not received with this form, the KSONA-1 will be returned.
Submitted Electronically	

John Q. Farmer, Inc. Prellwitz B#1 Location Map 7/11/22

15 **Wellsite** - Lead & Electrical Line Lease Road → Tank Battery 16S11E 22



February

STATE OF KS LYON CO
'L. WEISS, REGISTER OF DEEDS
2022-00805
REC FEE: 55.00 03/04/2022 11:29 AM
PAGES: 3

, 2022_, by and between

OIL AND GAS LEASE

_ day of _

AGREEMENT, Made and entered into this 22nd

Robert R. Prellwitz, Trustee of the Margaret F. Prellwitz Revocable Living Trust dated 4/30/1997
whose mailing address is 3545 NW 86th St., Topeka, KS 66618 , hereinafter called
Lessor (whether one or more), and John O. Farmer, Inc., hereinafter called Lessee:
Lessor, in consideration of One and other Dollars (\$ 1.00+) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and 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 Lyon , State of Kansas described as follows to-wit:
FOR DESCRIPTION, REFERENCE IS MADE TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRETY HEREIN
in Section 15 , in Township 16 South , Range 11 East , and containing 42 acres, more or less, and all accretions thereto.
Subject to the provisions herein contained, this lease shall remain in force for a term of <u>three (3)</u> years from this date (called "primary term"), and at 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:
Ist. 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.
If at any time before or after expiration of the primary term there is not paying production attributable to the lease or other existing facts as would hold the lease beyond its primary term, but there is a well or wells capable of producing oil or gas and such well or wells are shut-in before or after production therefrom without surrendering this lease or portion thereof where the wells are located, Lessee shall be absolutely obligated to pay before the end of the current annual period measured by the end of the primary term and successively by such annual intervals thereafter until production is commenced or resumed. One Dollar (\$1) per year per net mineral acre retained hereunder. It will be considered an absolute binding obligation to make such payment giving rise to an enforceable debt obligation if not paid, and is in aw constructive production equivalent to actual production in paying quantities. If Lessee shall surrender this lease or any portion thereof during such annual intervals. Lessee nevertheless shall be obligated to make the current payment on the basis of acreage held at commencement of the interval, it being conclusively intended hereby that the lease was in law a producing lease with this royalty payment obligation incurred being constructive production. It is intended this shut-in provision may be used successively and to cover intervals greater than an annual interval if shut-ins continue so long, but the implied covenants are not suspended hereby. The maximum payment in an annual interval, except no actual production causes it to be exceeded, shall be the amount ecomputed according to this provision, once for each annual period. Lessee shall be entitled to credit royalties paid on actual production during an annual period against annual shut-in payments, and if not taken at the time a shut-in payment is made may take and adjust for this credit in succeeding annual periods or recoupt from royalty on equal production at any time.
This lease may be maintained during the primary term hereof without further payment of thinhis oberations. The lease 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-accomplyion-with responsible following and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force will 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 royalites 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 esser.
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 easing.
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 heir heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be hinding on the assecutor and 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, assec 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 remises and thereby surrender this lease as to such portion or portions and he relieved of all obligations as to the acreage surrendered.

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 an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 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 exceute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and

premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein,

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 humestead in the

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 the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nevertheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate receiving or measuring tanks or devices.

Lessee shall not be liable for delays or defaults in the performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" as employed herein shall mean: any act of God including, but not limited to, storms, floods, washouts, landslides and lightening, acts of the public enemy; wars, blockades, insurrections, riots; strikes or lockouts; epidemics, pandemics or quarantine regulations; laws, acts, orders, demands of federal, state, numicipal or other governments or governmental officers, or agents under cover of authority; freight embargoes or failures; exhaustion or unavailability or delays, delivery of any product, labor, service or material not the fault of Lessee; and interference by Lessor. If Lessee is required, ordered or directed by any federal, state or municipal law, executive order, rule, regulation or request, enacted or promulgated under cover of authority to cease drilling, working or producing operations, then, until such time as such law, order, rule, regulation or any other force majeure described in this clause is terminated and for a period equal to the period of the force majeure, but in no event less than ninety (90) days after its termination, each and every provision of this lease that might operate to terminate it are the estate or interest conveyed by it shall be suspended and inoperative and this lease shall continue in full force and effect. If Lessor, by any means, including litigation or physical force, shall prevent or make hazardous operations in the lease, the period of such interference shall be forgiven and the lease shall continue in full force and effect in like manner after the interference is finally removed. Litigation questioning the validity of any part of this leasehold by Lessor, or a partial Lessor holding a portion of it shall be treated as litigation preventing operations insonauch of the leasehold as is challenged by such litigation and in the entire leasehold if not already held by actual or constructive production.

The terms, covenants, and conditions hereof shall run with the land and herewith and shall be binding upon the parties hereto, their heirs, administrators, devisees, executors, successors and assigns.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the da	y and year first above written.
	Robert R. Prelluitz, Robert R. Prellwitz, Trustee of the Margaret F. Prellwitz Revocable Living Trust dated 4/30/1997
ACKNOWLEDG	MENT
STATE OF KANSAS, COUNTY OF Shawwee ss: The foregoing instrument was acknowledged before me this 23	
Robert R. Prellwitz, Trustee of the Margaret F. Prellwitz Revocable I	aving Trust duted 1930-193
My tippointaient express.	Notary Public Printed: Michael Thurlow

EXHIBIT "A"

ATTACHED TO AND BY REFERENCE MADE A PART OF THAT CERTAIN OIL AND GAS LEASE BY AND BETWEEN Robert R. Prellwitz, Trustee of the Margaret F. Prellwitz Revocable Living Trust dated 4/30/1997, AS LESSOR AND JOHN O. FARMER, INC., AS LESSEE, UNDER DATE OF FEBRUARY 22, 2022.

A tract of land in the Southeast Quarter (SE/4) of Section 15, Township 16 South, Range 11 East of the 6th P.M., described as follows: Beginning at the SW corner of said SE/4; thence North 2647 feet to a stone in the center of said section; thence East on the Quarter section line 1265 feet to a stone; thence South on the West line of Wiser Street in the City of Allen, 1920 feet to the North line of the Missouri Pacific Railway Right of Way: thence in a Southwesterly course along said right of way 1210 feet to the South line of said section; thence West on Section line 238 feet to the place of beginning, less road right of way on the North and South sides thereof, and except the following three tracts, and being more particularly described as follows: (1) A tract commencing at the stone on the South line of said SE/4 marking the SW corner of the original townsite of Allen and the West line of Wiser St. thence North (Assumed) on the West line of Wiser St. for a distance of 1830 feet to the point of beginning; thence continuing North on the West line of Wiser St. for a distance of 749.37 feet to the South right of way line of US 56 Highway; thence S89°16'57"W on the South right of way of US 56 Highway for a distance of 584.55 feet; thence South for a distance of 742.05 feet; thence East at right angles for a distance of 584.50 feet to the point of beginning, AND (2) A tract commencing at the stone on the South line of the SE/4 of said Section 15 marking the Southwest corner of the original townsite of Allen and on the West line of Wiser Street; thence N00°20'59"E on said West line (Basis of Bearings) a distance of 1475.00 feet to the true point of beginning; thence S89°20'00"W a distance of 690.00 feet; thence S63°00'00"W a distance of 158.38 feet; thence N89°39'01"W a distance of 209.44 feet; thence N00°20'59"E a distance of 440.00 feet; thence S89°39'01"E a distance of 265.00 feet; thence N00°20'59"E a distance of 200 feet; thence S89°39'01"E a distance of 150 feet; thence S00°20'57"W a distance of 536.08 feet; thence N89°20'00"E a distance of 513.82 feet; thence N63°14'11"E a distance of 125.00 feet to the West line of said Wiser Street; thence S00°20'59"W on said West line a distance of 85.00 feet to the True Point of Beginning, containing 5.155 acres, AND (3) A tract commencing at the stone at the SW corner of the original townsite of the City of Allen; thence N00°20'59"E on the West line of Wiser Street (basis of bearings) in said City for 1830.00 feet to the point of beginning; thence N89°39'01"W for a distance of 584.50 feet; thence N00°22'32"E for 200.00 feet; thence N89°39'01"W for 40.59 feet; thence S00°20'57"W for 536.08 feet; thence N89°20'00"E for a distance of 513.82 feet; thence N63°14'11"E for 125.00 feet to the West line of Wiser Street; thence N00°20'59"E on said West line for 270.00 feet to the point of beginning;

VICTORIA LOPEZ, REGISTER OF DEEDS REC FEE: \$26.00 01/15/2016

10:26:45AK

OIL AND GAS LEASE

				
AGREEMENT and between	「, Made and entered inlo this <u>15th</u>	day of	December	, 20 <u>15</u> , by
Robert R. Prellwitz a 4/30/1997	and Margaret F. Prellwitz, Trus	tees of the Marga	ret F. Prellwitz Revocab	le Living Trust dated
	3545 NW 86 th St., Topeka, KS John O. Farmer, Inc.	66618		, hereinafter called Lessor
hereinafter called Lessee:				
acknowledged and of the r unto Lessee for the purpose liquid hydrocarbons, all gar lines, storing oil, bullding manufacture, process, sto manufactured therefrom, as	eration of One and other oyalties herein provided and of the agrie of investigating, exploring by geophysic ses, and their respective constituent protanks, power stations, telephone lines are and transport said oil, liquid hydrod housing and otherwise caring for its ein situated in County of Lyon	eements of the Lessee h cal and other means, prot oducts, injecting gas, wa ,, and other structures a rocarbons, gases and t employees, the following	rerein contained, hereby grants, specting, drilling, mining and ope ler, other fluids, and air into su and things thereon to produce, heir respective constituent pro g described land, together with	leases and lets exclusively erating for and producing oil, ibsurface strata, laying pipe, , save, take care of, treat, oducts and other products any reversionary rights and
	The Sou	thwest Quarter (SW.	/4)	
in Section <u>15</u> , in Town	ship <u>16 South</u> , Range <u>11 East</u>	, and containing <u>160</u>	_ acres, more or less, and all ac	cretions thereto.
Subject to the pr	ovisions herein contained, this lease sh	all remain in force for a t	erm of <u>three (3</u>) years fro	om this date (called *primary

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

()

lie m

with which said land is pooled.

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.

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

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) 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 tease 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 hold 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, insofar 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 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.

D. John C. Farmershap

If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises may nevertheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate receiving or measuring tanks or devices.

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

Robert R. Prellwitz, Trustee of the Margaret F. Prellwit Revocable Living Trust dated 4/30/1997,	Margaret F. Prellwitz, Trustee of the Margaret F. Prellwitz Revocable Living Trust dated 4/30/1997 Margaret F. Maclarette
STATE OF KANSAS, COUNTY OF Shown 10 ss:	NOWLEDGMENT
The foregoing instrument was acknowledged before	ore me this 5th day of 2 anualy , 20.136 by
Robert R. Prellwitz and Margaret F. Prellwitz, dated 4/30/1997	Trustees of the Margaret F. Prellwitz Revocable Living Trust
My appointment expires: NOTARY PUBLIC STATE OF KANSAS MY APPT EXP. 2-25-16	Sue MEWilliams Notary Public Printed: Sue MEWilliams

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



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

Laura Kelly, Governor

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

July 15, 2022

John O. Farmer IV Farmer, John O., Inc. 370 W WICHITA AVE PO BOX 352 RUSSELL, KS 67665-0352

Re: Drilling Pit Application Prellwitz B 1 SE/4 Sec.15-16S-11E Lyon County, Kansas

Dear John O. Farmer IV:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, the bottom shall be flat and reasonably level, and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as practical after drilling operations have ceased.

If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (620) 902-6450 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

A copy of this letter should be posted in the doghouse along with the approved Intent to Drill. If you have any questions or concerns please feel free to contact the District Office at (620) 902-6450.