KOLAR Document ID: 1663700

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form CP-111

July 2017

Form must be Typed

Form must be signed

TEMPORARY ABANDONMENT WELL APPLICATION

All blanks must be complete

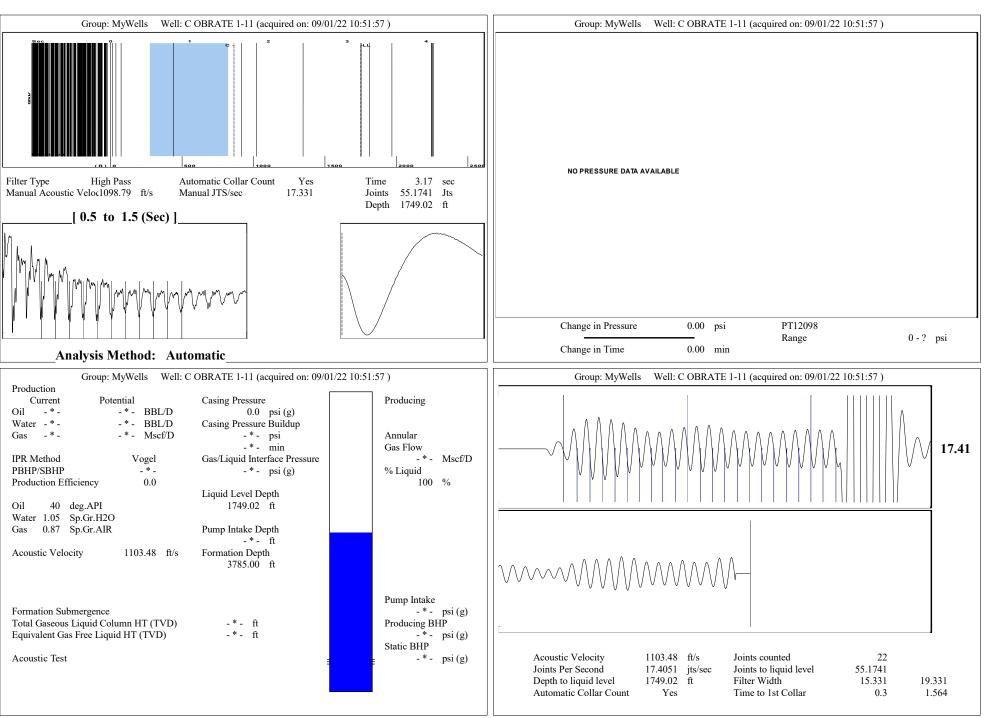
Phone 620.902.6450

Phone 785.261.6250

OPERATOR: License#				API No. 15-						
Name:		Spot Descr	Spot Description:							
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Address 2:		_	feet from N / S Line of Section							
·				T	feet from E / W Line of Section					
	City: +					GPS Location: Lat:, Long:				
				Datuili.	Datum: NAD27 NAD83 WGS84 County: Elevation: GL KB					
,	Phone:() Contact Person Email:				Lease Name: Well #:					
				- NACH Times	Well Type: (check one) Oil Gas OG WSW Other: ENHR Permit #: ENHR Permit #:					
Field Contact Person:				SWD P						
Field Contact Person Phone: ()				Gas Sto	Gas Storage Permit #: Spud Date: Date Shut-In:					
	Conductor	Surface		Production	Intermediate	Liner	Tubing			
Size										
Setting Depth										
Amount of Cement										
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Casing Fluid Level from Surf	ace:		How Determine	ed?			Date:			
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Do you have a valid Oil & Ga	as Lease?	No								
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Type Completion: ALT.										
Packer Type:										
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Geological Date:										
Formation Name	Formation	Formation Top Formation Base			Completion Information					
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Do NOT Write in This	OT Write in This Date Tested: Results:				Date Plugged:	Date Repaired: D	Date Put Back in Service:			
Space - KCC USE ONLY										
Review Completed by:			Co	mments:						
TA Approved: Yes	Denied Date:									
		Mail to t	he Appropria	te KCC Conserv	/ation Office:					
Territor System States States States State State States States States	KCC Dist	rict Office #1 - 210	E. Frontview,	Suite A, Dodge Ci	uite A, Dodge City, KS 67801					
4	KCC Diet	riot Office #2 24	50 N. Pook Po	ad Building 600 9	Suite 601 Wichita	VC 67226	Phone 316 337 7400			

KCC District Office #3 - 137 E. 21st St., Chanute, KS 66720

KCC District Office #4 - 2301 E. 13th Street, Hays, KS 67601-2651



IN THE DISTRICT COURT OF GRAHAM COUNTY, KANSAS

O'BRATE ROYALTY, INC.,

Plaintiff.

VS.

Case No. 2008-CV-17

GEORGE R. EICHMAN, et al,

Defendants.

SHERIFF'S DEED

KNOW ALL MEN BY THESE PRESENTS, THAT a certain action to partition the mineral interest in and to the real estate described below has heretofore been filed in the above-captioned action in the District Court of Graham County, Kansas. Further, that an Order of Partition was filed in the above matter on December 17, 2010. In compliance with, and pursuant to said order, the Honorable William B. Elliott, Chief Judge of the Graham County, Kansas, issued an order to B. Cole Presley, Sheriff of Graham County, Kansas, to advertise and sell said property, all according to law. The Graham County Sheriff gave notice of this sale by advertisement and publication of notice of sale in The Hill City Times, a newspaper printed in Graham County, Kansas, and which had been continuously and uninterruptedly published in Graham County, Kansas, for fifty-two (52) weeks prior to the first publication notice, all according to law. The Graham County Sheriff, B. Cole Presley, thereafter sold to O'Brate Royalty, LLC, for the highest and best bid obtainable on May 20, 2011, all of the oil, gas or other minerals located in, on or under, or may be produced from, the following described real property for the amount shown: The Southeast Quarter (SE1/4) of Section 11, Township 9 South, Range 21 West of the 6th P.M., Graham County, Kansas, for \$51,000.00

THEREAFTER, the Graham County Sheriff made return of the order of sale, and the proceedings of sale were returned to the Graham County District Court, and after examination of the proceedings, and finding that the sale was made in all respects in conformity with the law applicable, the District Court of Graham County, Kansas confirmed the sale and the proceedings made thereto on July 15, 2011.

THEREAFTER, and according to law, the Sheriff of Graham County, Kansas was ordered to execute this good and sufficient deed to the purchaser, O'Brate Royalty, LLC.

I, B. Cole Presley, Sheriff of Graham County, Kansas, therefore do hereby give, grant, sell and convey to O'Brate Royalty, LLC, its heirs, successors and assigns forever the above-described real estate located in Graham County, Kansas, together with all and singular tenements, hereditaments and appurtenances thereto or in any way pertaining, to have and to hold the same unto said O'Brate Royalty, LLC, its heirs, successors and assigns forever.

IN WITNESS WHEREOF, I, B. Cole Presley, Sheriff of Graham County, Kansas, have hereunto set my hand this <u>Lin</u> day of July, 2011.

B. Cole Presley, Sheriff of Graham County, Kansas

STATE OF KANSAS, COUNTY OF GRAHAM, SS:

BE IT REMEMBERED, that on this A day of July, 2011 before me came B. Cole Presley, Sheriff of Graham County, Kansas, who is personally known to me to be the same person who executed the within and foregoing instrument of writing as grantor, and such person duly acknowledged to me that the same was his voluntary act and deed, and that he duly executed the same for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Clerk District Court of Graham County, Kansas

Pursuant to K.S.A. 79-1437e(10), a Real Estate Validation Questionnaire is not required.

STATE OF KANSAS GRAHAM COUNTY KANSAS JUANITA TOU JUANITA TOUL REGISTER OF DEEDS JUANITA TOU Book: 251 Page: 762 763

Receipt *: 33184 Recording Fee: \$12.00

Pages Recorded: 2

Date Recorded: 8/19/2011 3:39:05 PM

Entered For Transfer In My Office

This ____

4...

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 4th day of Ma	arch, 20 12 between
O'Brate Royalty, LLC	
P.C. Box 399	
Garden City, KS 67846	
Lessor, in consideration of Dollars in hand paid, receipt of which is of the lessee herein contained, hereby grants, leases and lets exclusively unto be prospecting drilling, mining and operating for and producing oil, liquid hydro other fluids, and air into subsurface strata, laying pipe lines, storing oil, build to produce, save, take care of, treat, manufacture, process, store and transport other products manufactured therefrom, and housing and otherwise caring for	hereinafter called Lessee: is here acknowledged and of the royalties herein provided and of the agreements lessee for the purpose of investigating, exploring by geophysical and other means, scarbons, all gases, and their respective constituent products, injecting gas, water, ling tanks, power stations, telephone lines, and other structures and things thereon is aid oil, liquid hydrocarbons, gases and their respective constituent products and for its employees, the following described land, together with any reversionary Graham State of Kansas, and described as follows
The Southeast Quarter (SE	Et)
term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respecti land with which said land is pooled. If, due to circumstances beyond Lessee's	t, and containing 160 acres, more or less, and all accretions thereto. In in force for a term of three (3) years from this date (called "primary tive constituent products, or any of them, is or can be produced from said land or so control. Lessee is unable to obtain a rotary drilling rig prior to the expiration of at to exceed ninety (90) days, within which to obtain such rotary drilling rig and
In consideration of the premises the said lessee covenants and agrees: 1 st . To deliver to the credit of lessor, free of cost, in the pipeline to all oil produced and saved from the leased premises. 2 st . To pay lessor for gas of whatsoever nature or kind produced therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas soltessee from such sales), for the gas sold, used off the premises, or in the manueither before or after the expiration of the primary term of this lease, if there is term "gas weil" shall include wells capable of producing natural gas, condens governmental authority) and such well or wells are shut-in, before or after producint sixty (60) days after the end of each yearly period during which such go net mineral acre retained hereunder, for the acreage then held under this lease, are made, it shall be considered under all provisions of this lease that gas is being the within the term of this lease or any extension thereof, the lessee shall dispatch, and if oil or gas, or either of them, be found in paying quantities, the completed within the term of years first mentioned. If said lessor owns a less interest in the above described land tha provided for shall be paid the said lessor only in the proportion which lessor's in Lessee shall have the right to use, free of cost, gas, oil and water profit lessor. Lessee shall bury lessee's pipetines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now lamages caused by lessee's operations to said land. Lessee shall have the right at any time to remove all machinery and the said lessor caused the right at any time to remove all machinery and the said lessee shall have the right at any time to remove all machinery and the said lessee shall have the right at any time to remove all machinery and the said lessee shall have the right at any time to remove all machinery and the said lessee shall have the right at any time to remove all machinery and the said lessee shall have the right at any time	out further payment or drilling operations. If the lessee shall commence to drill a have the right to drill such well to completion with reasonable diligence and his lease shall continue and be in force with like effect as if such well had been an the entire and undivided fee simple estate therein, then the royalties herein interest bears to the whole and undivided fee. Introduced on said land for lessee's operation thereon, except water from the wells are on said premises without written consent of lessor. Lessee shall pay for 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 stend to their heirs, executors, administrators, successors or assigns, but no chinding on the lessee until after the lessee has been furnished with a written trachole or in part, lessee shall be relieved of all obligations with respect to the assistance may at any time execute and deliver to lessor or place of recommenders and thereby surrender this lease as to such portion or portions and be remises and thereby surrender this lease as to such portion or portions and be remised and thereby surrender this lease shall be subject to all hall not be terminated, in whole or in part, nor lessee held liable in damages, for the result of, any such Law, Order, Rule or Regulation. Lessor herby warrants and agrees to defend the title to the lands had been for lessor, by payment any mortgages, taxes or other liens on the above to the rights of the holder thereof, and the undersigned lessors, for themselves a cover and homestead in the premises described herein, in so far as said right of a made, as recited herein. Lessee, at its option, is hereby given the right and power to pool or classe or leases in the immediate vicinity thereof, when in lessee's judgment it is asseptionally the promises so as to promote the conservation of oil, gas or other minerals in the premises and the premises are premises so as to promote the conservation of oil, gas or other minerals in the premises and the promote the conservation of oil, gas or other minerals in the premises and the promote the conservation of oil, gas or other minerals in the premises and the promote the conservation of oil, gas or other minerals in the premises and the promote the conservation of oil, gas or other minerals in the premises and the promote the conservation of oil, gas or other minerals in the premises and the promote the conservation of oil, gas or other minerals in the premises and the promote the conservation of oil, gas or other minerals in the promote the conservation of oil, gas or	f assigning in whole or in part is expressly allowed, the covenants hereof shall thange in the ownership of the land or assignment of rentals or royalties shall be ransfer or assignment or a true copy thereof. In case lessee assigns this lease, in signed portion or portions arising subsequent to the date of assignment, cord a release or releases covering any portion or portions of the above described relieved of all obligations as to the acreage surrendered. Federal and State Laws, Executive Orders, Rules or Regulations, and this lease for failure to comply therewith, if compliance is prevented by, or if such failure therein described, and agrees that the lessee shall have the right at any time to described lands, in the event of default of payment by lessor, and be subrogated and their heirs, successors and assigns, hereby surrender and release all right of of dower and homestead may in any way affect the purposes for which this lease combine the acreage covered by this lease or any portion thereof with other land, is necessary or advisable to do so in order to properly develop and operate said in and under and that may be produced from said premises, such pooling to be
to a unit or units not exceeding 40 acres each in the event of an oil well, or int all execute in writing and record in the conveyance records of the county in w e pooled acreage. The entire acreage so pooled into a tract or unit shall be to soled unit, as if it were included in this lease. If production is found on the po e well or wells be located on the premises covered by this lease or not. In lies	to a unit or units not exceeding 640 acres each in the event of a gas well. Lessee which the land herein leased is situated an instrument identifying and describing reated, for all purposes except the payment of royalties on production from the cooled acreage, it shall be treated as if production is had from this lease, whether the of the royalties elsewhere herein specified, lessor shall receive on production e amount of his acreage placed in the unit or his royalty interest therein on an

255 63

STATE OF Kansas			. 1
COUNTY OF Finney) ss:	<u>.</u>		• 12
The foregoing was acknowledged before me on the			, 20 <u>12</u> , by
Cecil O'Brate, Manager of O'Brate	Royalty, LIC		
		11/1/	(2)
My commission expires /-22-14	Ctol	ute tak	
My continues on expires	Robert	E. Noll	(Notary Public)
ROBERT E. NOLL NOTARY PUBLIC STATE OF KANSAS MY ADDIL EXP. 1-22-14	•		
STATE OF			
COUNTY OF			
			70
The foregoing was acknowledged before me on the	Gay of		, 20, by
My commission expires			(Notary Public)
	to the		
STATE OF)			
COUNTY OF			
The foregoing was acknowledged before me on the			
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M		 	
My commission expires			(Notary Public)

AFFIDAVIT OF PRODUCTION

Cecil O'Brate, of lawful age, being first duly sworn upon his oath, deposes and says:

That he is the president of American Warrior, Inc., a Kansas corporation, which is the owner/operator of the following oil and gas lease located in Graham County, Kansas, to-wit:

DATED:

March 4, 2012

LESSOR:

O'Brate Royalty, LLC

LESSEE:

American Warrior, Inc.

DESCRIPTION:

SE/4 Section 11-9S-21W

RECORDING: -

Book 255, Page.62 &.63

Prior to the expiration of the above leases, a test well was commenced at a location approximately 475 feet from South Line and 370 feet from East Line of Section 11, Township 9 South, Range 21 West, Graham County, Kansas, known as the C O'Brate #1-11. The well was successfully completed as a producer and is currently producing oil and/or gas in paying quantities and said lease is perpetuated into its secondary term as a result of said producing well.

This Affidavit is made for the purpose of compliance with K.S.A. 55-205.

Cecil O'Brate

STATE OF KANSAS COUNTY OF FINNEY

The foregoing instrument was acknowledged before me on this 2nd day of August, 2012, by Cecil O'Brate.

My commission expires:

MARY L. WATTS

My Appl. Exp. 8 - 7 - 2-014

(Notary Public)

STATE OF KANSAS GRAHAM COUNTY KANSAS JUANITA TOLL REGISTER OF DEEDS JUANITA TOLL REGISTER OF DEEDS

Receipt ": 34280 Pages Recorded: 1 Recording Fee: \$8.00

a Recorded: 8/14/2012 3:26:59 PM

48 1,58

RATIFICATION OF OIL & GAS LEASE

THAT, the following Oil and Gas Lease, hereinafter referred to as oil and gas lease, located in Graham County, Kansas, was made, executed, and delivered, to-wit:

DATED:

March 4, 2012

LESSOR:

O'Brate Royalty, LLC

LESSEE:

American Warrior, Inc.

DESCRIPTION:

SE/4 Section 11-9S-21W

RECORDING:

Book 255, Page 62

NOW THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, does hereby ratify, adopt and confirm the hereinabove described oil and gas lease, in all of its terms and provisions and hereby recognizes said oil and gas lease as being valid and in full force.

Said oil and gas lease in all its terms and provisions is binding on the undersigned and said oil and gas lease is valid and in full force, and this instrument shall be binding upon the respective heirs, executors, administrators and successors or assigns of the undersigned.

Executed this day of September, 2022.
O'Brate Royalty, LLC
Cecil O'Brate, Manager
STATE OF KANSAS COUNTY OF FINNEY The foregoing instrument was acknowledged before me on this day of September, 2022, by Cecil O'Brate, Manager of O'Brate Royalty, LLC.
My commission expires: (Notary Public)

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



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

Laura Kelly, Governor

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

September 12, 2022

Octavio Morales American Warrior, Inc. PO BOX 399 GARDEN CITY, KS 67846-0399

Re: Temporary Abandonment API 15-065-23793-00-00 C. O'BRATE 1-11 SE/4 Sec.11-09S-21W Graham County, Kansas

Dear Octavio Morales:

- "Your temporary abandonment (TA) application for the well listed above has been approved. In accordance with K.A.R. 82-3-111 the TA status of this well will expire 09/12/2023.
- * If you return this well to service or plug it, please notify the District Office.
- * If you sell this well you are required to file a Transfer of Operator form, T-1.
- * If the well will remain temporarily abandoned, you must submit a new TA application, CP-111, before 09/12/2023.

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

Very truly yours,

RICHARD WILLIAMS"