

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

TEMPORARY ABANDONMENT WELL APPLICATION

OPERATOR: License# _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____

Contact Person Email: _____

Field Contact Person: _____

Field Contact Person Phone: (_____) _____

API No. 15- _____

Spot Description: _____

____ - ____ - ____ - ____ Sec. _____ Twp. _____ S. R. _____ ☐ E ☐ W

_____ feet from ☐ N / ☐ S Line of Section

_____ feet from ☐ E / ☐ W Line of Section

GPS Location: Lat: _____, Long: _____

Datum: ☐ NAD27 ☐ NAD83 ☐ WGS84

County: _____ Elevation: _____ ☐ GL ☐ KB

Lease Name: _____ Well #: _____

Well Type: (check one) ☐ Oil ☐ Gas ☐ OG ☐ WSW ☐ Other: _____

☐ SWD Permit #: _____ ☐ ENHR Permit #: _____

☐ Gas Storage Permit #: _____

Spud Date: _____ Date Shut-In: _____

	Conductor	Surface	Production	Intermediate	Liner	Tubing
Size						
Setting Depth						
Amount of Cement						
Top of Cement						
Bottom of Cement						

Casing Fluid Level from Surface: _____ How Determined? _____ Date: _____

Casing Squeeze(s): _____ to _____ w / _____ sacks of cement, _____ to _____ w / _____ sacks of cement. Date: _____

(top) (bottom) (top) (bottom)

Do you have a valid Oil & Gas Lease? ☐ Yes ☐ No

Depth and Type: ☐ Junk in Hole at _____ ☐ Tools in Hole at _____ Casing Leaks: ☐ Yes ☐ No Depth of casing leak(s): _____

(depth) (depth)

Type Completion: ☐ ALT. I ☐ ALT. II Depth of: ☐ DV Tool: _____ w / _____ sacks of cement ☐ Port Collar: _____ w / _____ sack of cement

(depth) (depth)

Packer Type: _____ Size: _____ Inch Set at: _____ Feet

Total Depth: _____ Plug Back Depth: _____ Plug Back Method: _____

Geological Data:

Formation Name	Formation Top	Formation Base	Completion Information
1. _____	At: _____ to _____ Feet	Perforation Interval _____ to _____ Feet or Open Hole Interval _____ to _____ Feet	
2. _____	At: _____ to _____ Feet	Perforation Interval _____ to _____ Feet or Open Hole Interval _____ to _____ Feet	

UNDER PENALTY OF PERJURY I HEREBY ATTEST THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Submitted Electronically

Do NOT Write in This Space - KCC USE ONLY	Date Tested: _____	Results: _____	Date Plugged: _____	Date Repaired: _____	Date Put Back in Service: _____
	Review Completed by: _____ Comments: _____				
TA Approved: <input type="checkbox"/> Yes <input type="checkbox"/> Denied Date: _____					

Mail to the Appropriate KCC Conservation Office:

	KCC District Office #1 - 210 E. Frontview, Suite A, Dodge City, KS 67801	Phone 620.682.7933
	KCC District Office #2 - 3450 N. Rock Road, Building 600, Suite 601, Wichita, KS 67226	Phone 316.337.7400
	KCC District Office #3 - 137 E. 21st St., Chanute, KS 66720	Phone 620.902.6450
	KCC District Office #4 - 2301 E. 13th Street, Hays, KS 67601-2651	Phone 785.261.6250

11/16/2015
9-8-16

STATE OF KANSAS, NORTON COUNTY, SS-FILED
FOR RECORD AT 9:35 O'CLOCK A M
DEC 31 2015
195A 727-
AND RECORDED IN BOOK PAGE 729
Mark M. Vincent
REG. OF DEEDS - NORTON COUNTY, KS
28.00

LL88-1

Form 88 (producers) Rev. 4-08 (Paid-up)
Kans. — Okla. — Colo. — Texas

OIL AND GAS LEASE

© LAND SERVICE CO.

THIS AGREEMENT, Entered into this 30th day of September, 2015, and effective from: OCTOBER 30, 2015.

By and between:

The Genevieve S. Miller Revocable Living Trust dated JANUARY 17, 2001
By: Genevieve S. Miller, Trustee
505 Lancaster Street, Suite 3B
Jacksonville, Florida 32204

hereinafter called Lessor,

and MARLAW, LLC - c/o L.D. Drilling, Inc - 7 SW 26th Ave. - Great Bend, KS 67530, hereinafter called Lessee, does witness:

1. That Lessor, for and in consideration of the sum of Ten and More Dollars (\$10.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to utilize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances. Said tract of land being situated in the County of NORTON, State of KANSAS, and described as follows, to-wit:

Township 3-South, Range 23-West
Section 5: The S $\frac{1}{2}$ NE $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$

containing 160 acres, more or less.

2. This lease shall remain in force for a term of Two(2) years (called *primary term*) from the date of execution by signature of Lessor duly Acknowledged by a Notary Public in and for the county and state where such execution of this instrument is performed. And as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.
3. The lessee shall deliver to Lessor as royalty, free of any and all cost, the equal of Twelve and One-half Per Cent (12.5%) part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the Lessor for such Twelve and One-half Per Cent (12.5%) royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is sold from storage tanks.
4. The lessee shall pay to the Lessor, as a royalty, Twelve and One-Half Per Cent (12.5%) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. . .
5. This lease is a paid-up lease and may be maintained during primary term without further payments or drilling operations.
6. In the event 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 to said Lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to Lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.
7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the Lessor. When required by Lessor, the lessee shall bury its pipelines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 300 feet to the house or barn now on said premises without written consent of the Lessor.
8. 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 the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator of the estate of any deceased owner, whichever is appropriate together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to Lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of Lessor.
9. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises may nonetheless 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 obligations on the part of the lessee to offset wells on separate tracts into which the land covered by the lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage tax or other lien, any royalty accruing hereunder.

11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced with no cessation of more than one hundred-twenty(120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the Lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and terminate, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. Lessee, at its option, is hereby given the right and power to pool or combine into one or more "oil units", the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when necessary by regulation or when advisable to do so in order to properly develop and operate said lease premises. Such pooling to be in a unit or units not exceeding 80 acres each and solely for the production of oil and its constituent products and vapors.

14. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction there over, the primary term of this lease shall continue until six months after said order is suspended.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said Lessor and lessee.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

IN WITNESS WHEREOF:

I execute this instrument by signature on: 10-28-15

THE GENEVIEVE S. MILLER REVOCABLE LIVING TRUST
dated January 1-17-2001

Genevieve S. Miller
(Genevieve S. Miller, Trustee)

STATE OF FLORIDA)
COUNTY OF Duval) **§ ACKNOWLEDGMENT FOR INDIVIDUAL**

This instrument was acknowledged to me on this 28TH day of OCTOBER, 2015
By: Genevieve S. Miller, Trustee of THE GENEVIEVE S. MILLER REVOCABLE LIVING TRUST
dated January 17, 2001
To me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that SHE executed the same as HER free and voluntary act and deed for the purposes therein set forth.

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



Reserved for Notary Stamp

My Appointment Expires: 8/29/18

Stuart M. Mattocks

Notary Public
Print Name: STUART M. MATTOCKS

Address: JACKSONVILLE, FL
(City & State)

ADDENDUM

ADDENDUM to Oil and Gas lease dated September 30, 2015 by and between:

The Genevieve S. Miller Revocable Living Trust dated January 17, 2001 as LESSOR
and: MARLAW, LLC, c/o LD Drilling, Inc, Great Bend, Kansas, as Lessee

NOTIFICATION BY LESSEE

Lessee agrees to contact Lessor's Tenant prior to entry upon described lands for the purpose of conducting drilling, seismic or other exploration operations.

Tenant Contact Information: **David L. Kendall** - 1014 Truman Dr., Norton, Kansas 67654

Phone: 785-877-8202 (cell) - or- 785-877-5309 (home)

In the event Lessee or his agents desire to conduct any type or kind of seismic operations, Lessee will first obtain written permission, in the form of a "seismic permit", from Lessor prior to the conduct of such seismic operations. Lessee will consult with Lessor and/or Lessor's tenant with regards to acceptable routes of ingress/egress to and from lands covered by this lease. Lessor agrees not to un-reasonably restrict or withhold access to described lands for the intended purpose(s) of this lease agreement.

IRRIGATED LAND PROVISIONS. WHERE APPLICABLE

It is the intention of the parties hereto to cause as little interference with farming) operations on said land as possible, including but specifically not limited to the operation of pivotal irrigation sprinkler systems, or any other irrigation method. Any production equipment, including but specifically not limited to pump jacks, hydraulic lifting equipment, or any other equipment necessary to produce any oil or gas well on the above-described land, shall be of the "low profile type" so as to permit the use by Lessor of a circular irrigation sprinkler system. Further, Lessee agrees not to conduct operations of type or kind during the period of June 1st and October 1st without the written consent of Lessor. It is understood that the "No Entry Period", described above, may be modified by Lessor or completely eliminated should circumstances dictate this decision.

PIPELINES & UTILITY LINES DEPTH

Lessee shall bury and maintain pipelines and utility lines to a depth of not less than thirty-six (36) inches below the surface and so laid so as not to interfere with farming or ranching operations.

RESTORATION OF SURFACE

Lessee shall restore the surface of the lands described herein to its original contour and condition as nearly as is practicable upon completion of exploration, seismic, drilling, re-working or other operations conducted by Lessee. Further, such surface restoration shall include the rebuilding of any terrace damaged by Lessee. Lessee's assigns or agents. Top soil will be kept apart from other soil disturbed by drilling operations. When the well has been completed, the top soil will be returned to the surface of the well site. In the event there is no production in paying quantities found by any operations undertaken by Lessee during the primary term of the lease and there is an abandonment of said lease, Lessee shall fill all pits, ponds, remove all structures and reasonably restore the premises to the condition existing at the time the lease is executed. Within 6 months after the expiration of the lease by its terms, Lessee shall have the obligation to restore, as nearly as practicable, the leased premises to the same condition as received; natural wear and tear and damages by the elements excepted.

DRILL SITE AND CROP DAMAGES

It is understood and agreed that the Lessee agrees to pay for damage to property caused by the drilling of any well or placing of any pipes, pipelines, pumps and tank batteries relating to such well which shall be placed on said property. Damages shall be paid to the surface owner at the start of drilling operations and shall be \$2,000.00, which will cover one well site of not more than three acres and road totaling not over one acre. Any land damages or use in excess of such four acres shall be paid for separately immediately after completion of drilling operations. In addition to land damages, Lessee will reimburse Lessor for all crops damaged by Lessee for any reason on lands covered by this lease.

PITS

Any pits dug in connection with drilling operations shall be dug in such a manner as to prevent entry of runoff and overflow. When necessary, all pits and drill sites shall be securely fenced to the satisfaction of Lessor. After drilling operations are completed, Lessor shall have the option of using said pits for livestock ponds, and any pits so used by Lessor relieves Lessee of the obligation of returning said pits to the condition which existed prior to this lease.

DESIGNATION OF EQUIPMENT PLACEMENT AND ROADWAYS: SURFACE REQUIREMENTS

Lessee will contact Lessor and mutually agree as to the location of any pipelines, tank batteries or other equipment on the leased premises. There shall be no oil road surfaces or hard surfacing of any access roads without the written consent of Lessor. Lessor reserves the right to designate the direction and location of every roadway on the premises, and all permanent lease roads shall not exceed 15 feet in width and all temporary lease roads shall not exceed 30 feet in width. The location of such equipment, road-ways and any other facilities for producing said production shall be located in such a manner as to cause the least interference with Lessor's farming and/or ranching operations on said land. Lessee shall cause corner posts and braces to be set to Lessor's satisfaction before any fence is cut for entry of roadway on the premises. Any entry so made shall have a cattle guard placed in said entry if well is not abandoned within 90 days of commencement of drilling operations. Cattle guards shall be maintained at a level so that debris does not accumulate.

This lease and Addendum, and all its terms, conditions and stipulations shall extend to and be binding on all of the heirs, administrators, executors, trustees, successors and assigns of Lessor and Lessee.

ECHOMETER MODEL M V3.0.2
SERIAL NO: 6719
ECHOMETER COMPANY
5001 DITTO LANE
MICHITA FALLS, TEXAS 76302
PHONE 940 - 767 - 4334
FAX 940 - 723 - 7507
E-MAIL INFO@ECHOMETER.COM

POWER ON
SELF TEST
PASS
BATTERY
12.3 VOLTS

TURN
ON
CHART
DRIVE
TO
TEST
WELL

ECHOMETER COMPANY PHONE-940-767-4334

WELL
CASING PRESSURE
 ΔP
 ΔT
PRODUCTION RATE

JOINTS TO LIQUID
DISTANCE TO LIQUID
PBHP
SBHP
PROD RATE EFF, %
MAX PRODUCTION

03/11/2023
QUIET WELL
LOWER COLL
P-P 0.0
LIQUID LEV
P-P 0.1

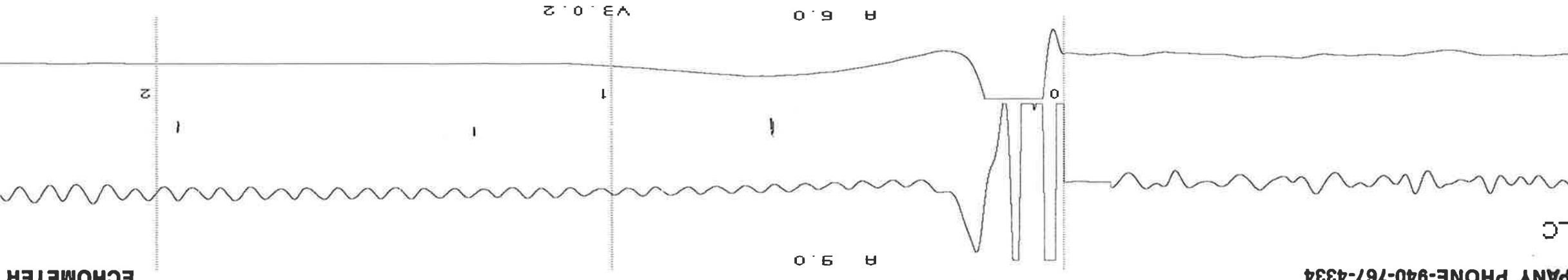
/11/2023 16:29:29
 LIET WELL
 WATER COLLARS R: 9.0
 P 0.067 mV
 LIQUID LEVEL R: 6.0
 P 0.156 mV

12.3 VOLTS

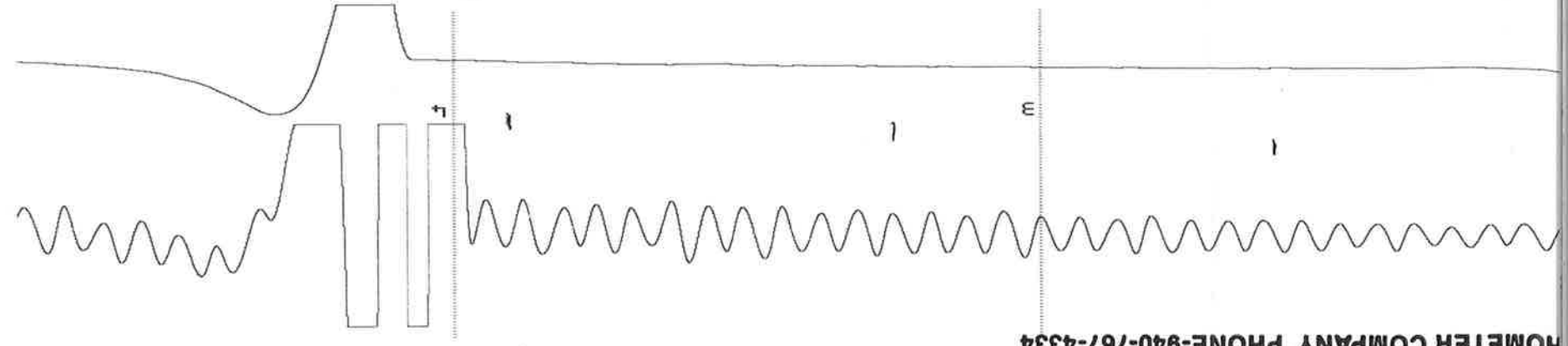
GENERATE PULSE

LC

ECHOMETER COMPANY PHONE-940-767-4334



HOMETER COMPANY PHONE-940-767-4334



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



Phone: 785-261-6250
<http://kcc.ks.gov/>

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

Laura Kelly, Governor

June 13, 2023

Rashell Patten
L. D. Drilling, Inc.
7 SW 26 Ave
GREAT BEND, KS 67530-6525

Re: Temporary Abandonment
API 15-137-20739-00-00
MILLER A 1-5
SE/4 Sec.05-03S-23W
Norton County, Kansas

Dear Rashell Patten:

"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 06/13/2024.

- * 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 06/13/2024.

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

Very truly yours,

RICHARD WILLIAMS"