

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

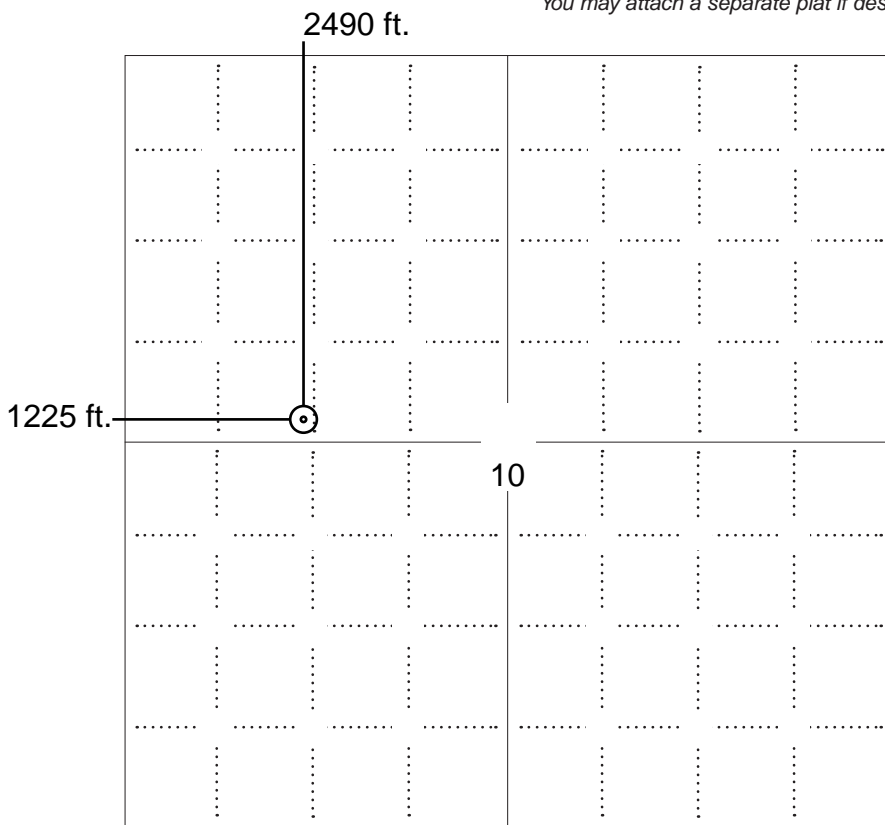
Is Section: Regular or Irregular

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.

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: <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			
		<input type="checkbox"/> Liner <input type="checkbox"/> Steel Pit <input type="checkbox"/> RFAC <input type="checkbox"/> RFAS	
Date Received: _____		Permit Number: _____	
Permit Date: _____		Lease Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No	

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



OIL FIELD SURVEYORS

BOX 8604 - PRATT, KS 67124
(620) 672-6491

111231
INVOICE NO.

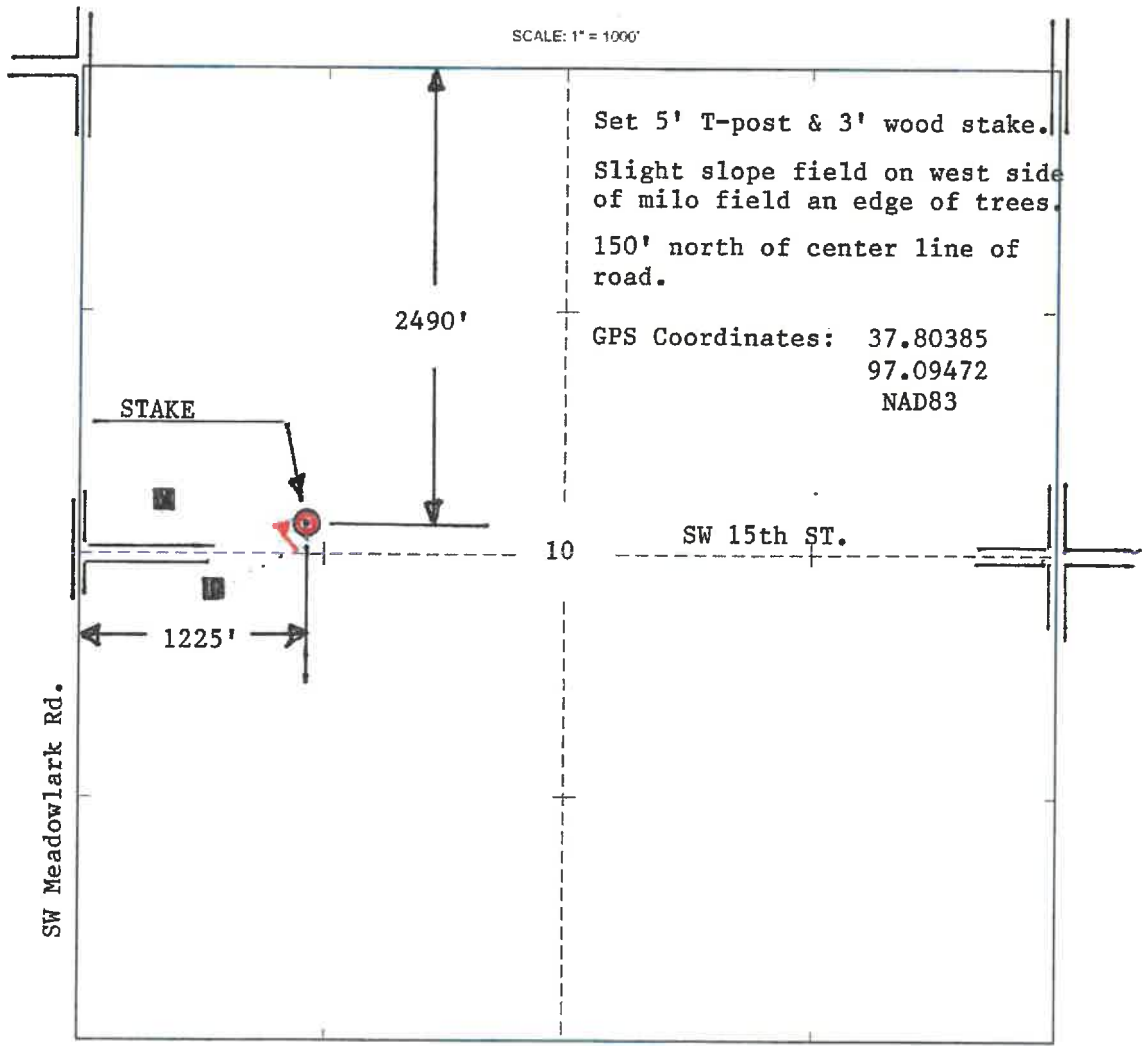
<u>FALCON EXPLORATION INC.</u>				<u>1</u>	<u>MASSEY</u>
OPERATOR				NO.	FARM
<u>BUTLER CO KS</u>	<u>10</u>	<u>26s</u>	<u>3e</u>	<u>2490' FNL & 1225' FWL of Sec.</u>	
COUNTY	S	T	R	LOCATION	

ELEVATION: 1340' GR

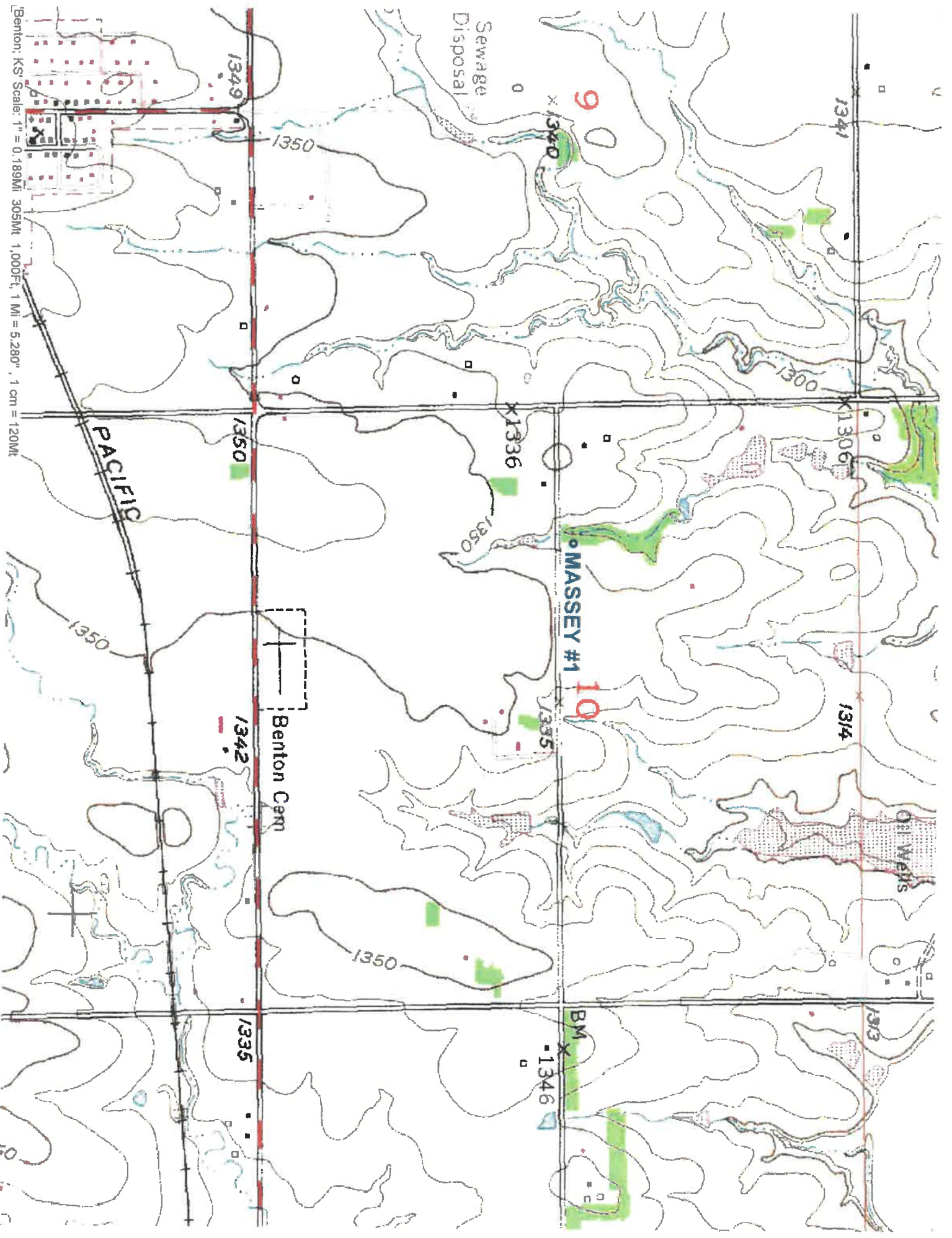


Falcon Exploration inc.
125 N Market St. Ste 1252
Wichita, KS 67202

AUTHORIZED BY: Dan Fredland



DATE STAKED: 11/3/23



Benton, KS' Scale: 1" = 0.189Mi, 305Mt, 1,000Ft, 1 Mi = 5,280', 1 cm = 120Mt

by: *Jacques Roberts*

Date Recorded: 3/16/2021 3:39:55 PM

Form 88 - (ROCI Special) (PAID-UP)

RTN: Hi Lewis
ENV: 348 N. Roosevelt St.
(2) Wichita, KS 67208



OIL AND GAS LEASE

AGREEMENT, Made and entered into **February 23, 2021** by and between **Deanna L. Massey, a widow**, whose mailing address is **13954 SW 15th Street, Benton, KS 67017** hereinafter called Lessor (whether one or more), and **Zeal Oil Development, LLC**, whose mailing address is **212 N. Market, Suite 312, Wichita, KS 67202**, hereinafter called Lessee.

Lessor, in consideration of one and other considerations 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 Butler, State of Kansas** described as follows to-wit:

Township 26 South, Range 3 East

Section 10: Two tracts situated in the Northwest Quarter (NW/4) more particularly described as follows:

Tract One: Beginning at the Southwest Corner of the Northwest Quarter of Section 10, Township 26 South, Range 3 East of the 6th p.m., in Butler County, Kansas; thence North 00 degrees 4 minutes 37 seconds East, a distance of 1044.17 feet; thence South 89 degrees 56 minutes 40 seconds East, a distance of 828.99 feet; thence South 00 degrees 3 minutes 13 seconds West, a distance of 1049.27 feet; thence West 829.43 feet to the point of beginning;

AND

Tract Two: Beginning at a point on the South line of the Northwest Quarter of Section 10, Township 26 South, Range 3 East of the 6th p.m., in Butler County, Kansas, said point being 829.43 feet East of the Southwest corner of said Northwest Quarter; thence North 0 degrees 3 minutes 13 seconds East a distance of 1049.27 feet; thence South 89 degrees 56 minutes 40 seconds East, a distance of 828.99 feet; thence South 0 degrees 1 minute 50 seconds West, a distance of 1054.37 feet; thence West 829.43 feet to a point of beginning.

and containing 40.00 acres more or less (the "Lands" or "Leased Premises")

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 state therein, then the royalties herein provided for shall be paid to 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.

If the leased premises are now or shall hereafter be owned in severalty 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 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, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.

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 purpose 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 judgement it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

In the event that there is a presently existing oil and gas lease covering some part or all of the leased premises, this Lease shall be subject to such prior oil and gas lease insofar as the same is valid and in effect. The interest of Lessor leased hereunder specifically is intended to, and does, include any and all remainder and reversionary interest and after-acquired title.

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

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF


Deanna L. Massey

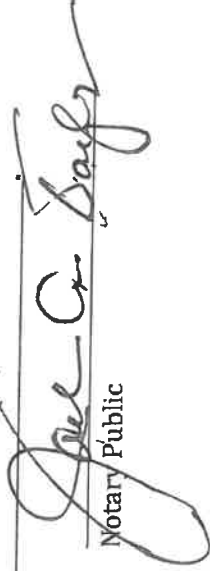
ACKNOWLEDGEMENT

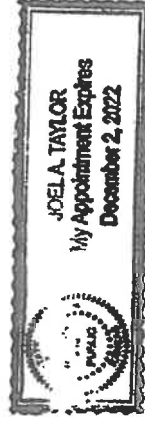
STATE OF Kansas }
COUNTY OF Butler } S.S. }

This instrument was acknowledged before me this 7 day of March 2021
by Deanna L. Massey, a widow

My commission expires: 12-2-2022

[SEAL]


Notary Public



ADDENDUM

1. When preparing development locations, the topsoil shall be segregated to be replaced on the surface upon completion of drilling activities. Any terraces driven over or altered for drilling or tank locations shall be restored to original height and contour as nearly as is practicable.
2. In the event of drilling operations on said land, Lessee or assigns agree to backfill all slush-pits, level the location and restore the surface as nearly as is practicable. Lessee or assigns agrees to pay for all damages of any nature arising from its operations on the above land.
3. It is understood and agreed that upon the termination of production on the leased premises all equipment of Lessee shall be removed within six (6) months and all sites shall be restored to their original condition as nearly as is practicable.
4. A sufficient dike shall be placed around tank batteries. In addition, tank batteries and pumping equipment units shall be fenced to restrain cattle in pastures or on ground that Lessor grazes cattle on milo stalks or wheat. Lessee or assigns agree to comply with all applicable Federal, State and Local laws and regulations.
5. The installation of any saltwater disposal equipment by Lessee in the operation of the lease shall be subject to the approval of Lessor. Lessee shall not be permitted to use any well drilled on the leased premises as a saltwater disposal well without the written consent of Lessor and without compensating Lessor for the use thereof. Provided, however, the terms of this paragraph do not apply to the disposal of saltwater produced from wells located on lands covered by this lease, but do apply to lands unitized and consolidated with lands covered by this lease.
6. Prior to the construction of any roads, pipelines, tank battery installations or installation of other equipment on the leased premises, Lessee, its successors and assigns shall consult with the surface owner and/or the tenant as to the location and direction of same. There shall be no oil road surface or hard surfacing of any access roads without the written consent of Lessor.

END OF ADDENDUM



by: *Jacque Roberts*

Form 88 - (ROCI Special) (PAID-UP)

RTN: Hi Lewis
ENV: 348 N. Roosevelt St.
(2) Wichita, KS 67208

Date Recorded: 3/16/2021 3:39:54 PM

OIL AND GAS LEASE

AGREEMENT, Made and entered into February 23, 2021 by and between Linda G. Nelson, a widow, whose mailing address is 18901 Sunrise Drive, Belton, Missouri 64012 hereinafter called Lessor (whether one or more), and Zeal Oil Development, LLC, whose mailing address is 212 N. Market, Suite 312, Wichita, KS 67202, hereinafter called Lessee.

Lessor, in consideration of one and other considerations 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 Butler, State of Kansas described as follows to-wit:

Township 26 South, Range 3 East

Section 10: Two tracts situated in the Northwest Quarter (NW/4) more particularly described as follows:

Tract One: Beginning at the Southwest Corner of the Northwest Quarter of Section 10, Township 26 South, Range 3 East of the 6th p.m., in Butler County, Kansas; thence North 00 degrees 4 minutes 37 seconds East, a distance of 1044.17 feet; thence South 89 degrees 56 minutes 40 seconds East, a distance of 828.99 feet; thence South 00 degrees 3 minutes 13 seconds West, a distance of 1049.27 feet; thence West 829.43 feet to the point of beginning;

AND

Tract Two: Beginning at a point on the South line of the Northwest Quarter of Section 10, Township 26 South, Range 3 East of the 6th p.m., in Butler County, Kansas, said point being 829.43 feet East of the Southwest corner of said Northwest Quarter; thence North 0 degrees 3 minutes 13 seconds East a distance of 1049.27 feet; thence South 89 degrees 56 minutes 40 seconds East, a distance of 828.99 feet; thence South 0 degrees 1 minute 50 seconds West, a distance of 1054.37 feet; thence West 829.43 feet to a point of beginning.

and containing 40.00 acres more or less (the "Lands" or "Leased Premises")

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 state therein, then the royalties herein provided for shall be paid to 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.

If the leased premises are now or shall hereafter be owned in severalty 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 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 measuring or receiving tanks.

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 purpose 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

ADDENDUM

1. When preparing development locations, the topsoil shall be segregated to be replaced on the surface upon completion of drilling activities. Any terraces driven over or altered for drilling or tank locations shall be restored to original height and contour as nearly as is practicable.
2. In the event of drilling operations on said land, Lessee or assigns agree to backfill all slush-pits, level the location and restore the surface as nearly as is practicable. Lessee or assigns agrees to pay for all damages of any nature arising from its operations on the above land.
3. It is understood and agreed that upon the termination of production on the leased premises all equipment of Lessee shall be removed within six (6) months and all sites shall be restored to their original condition as nearly as is practicable.
4. A sufficient dike shall be placed around tank batteries. In addition, tank batteries and pumping equipment units shall be fenced to restrain cattle in pastures or on ground that Lessor grazes cattle on milo stalks or wheat. Lessee or assigns agree to comply with all applicable Federal, State and Local laws and regulations.
5. The installation of any saltwater disposal equipment by Lessee in the operation of the lease shall be subject to the approval of Lessor. Lessee shall not be permitted to use any well drilled on the leased premises as a saltwater disposal well without the written consent of Lessor and without compensating Lessor for the use thereof. Provided, however, the terms of this paragraph do not apply to the disposal of saltwater produced from wells located on lands covered by this lease, but do apply to lands unitized and consolidated with lands covered by this lease.
6. Prior to the construction of any roads, pipelines, tank battery installations or installation of other equipment on the leased premises, Lessee, its successors and assigns shall consult with the surface owner and/or the tenant as to the location and direction of same. There shall be no oil road surface or hard surfacing of any access roads without the written consent of Lessor.
7. Lessor also owns all of the oil, gas and other minerals in and under a tract of land that is located immediately south of the leased premises. Lessor has advised Lessee that Lessor may file an application with the Kansas Corporation Commission, pursuant to KAR 82-3-108, asking for a well location exception enabling Lessee to drill a well on the leased premises at a location that is less than 330' from the Lessor's land located to the south. Lessor hereby waives and relinquishes Lessor's right to object or protest such an application by Lessee, and hereby consents to the drilling of a well at a location less than 330' from Lessor's land south of the leased premises.

END OF ADDENDUM

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

IN THE MATTER OF THE APPLICATION)	Docket No. 24-CONS- <u>3127</u> CWLE
OF FALCON EXPLORATION, INC.)	
FOR A WELL LOCATION EXCEPTION)	
FOR THE MASSEY #1 WELL IN)	License No. 5316
SECTION 10, TOWNSHIP 26 SOUTH, RANGE)	
3 EAST, BUTLER COUNTY, KANSAS)	CONSERVATION DIVISION
_____)	

APPLICATION

Falcon Exploration, Inc. ("Falcon") submits this Application, pursuant to K.A.R. §§ 82-3-108 and 82-3-203, for a well location exception and the assignment of an allowable for the Massey #1 well in Butler County, Kansas. In support of this Application, Falcon states as follows:

1. Falcon is a Kansas corporation with its principal place of business being at 125 N. Market Street, Suite 1252, Wichita, Kansas 67202.

2. Falcon is the owner and operator of oil and gas leases in Butler County, Kansas, covering 40 acres in the S/2 NW/4 of Section 10, Township 26 South, Range 3 East, Butler County, Kansas. Falcon seeks a well location exception for the drilling and production of oil from the Massey #1 well located on said oil and gas leases. The Massey #1 well will be located as follows:

2,490' FNL and 1,225' FWL of Section 10, Township 26 South, Range 3 East, Butler County, Kansas.

Said well will be drilled to and produce oil from the Mississippian formation.

3. There is no oil or gas production within one-half (1/2) mile of the Massey #1 location.

4. The location for the Massey #1 well was selected by Falcon as the most desirable location for the discovery and production of oil in commercial quantities based on Falcon's analysis and interpretation of all available geologic and geophysical data and information.

5. Pursuant to K.A.R. § 82-3-108(e), a plat showing the property on which the Massey #1 well is sought to be drilled, all other wells located on that property, and all other wells located on all adjacent properties is attached hereto as Exhibit "A."

6. K.A.R. § 82-3-108(a) provides that oil wells shall be located not less than 330' from any lease or unit boundary line. Pursuant to K.A.R. § 82-3-108(c) & (d), Falcon seeks an exception to the general well location restrictions for the Massey #1 well.

7. Because the Massey #1 will be located less than 330' from the nearest lease boundary a well location exception is necessary.

8. The land that is located less than 330' from the Massey #1 well is unleased. The owner of the minerals in and under that land is Linda G. Nelson, who also owns and undivided one-half (1/2) of the minerals in the land on which the Massey #1 well will be located. The oil and gas lease covering Ms. Nelson's interest in the 40-acre tract in the NW/4 of Section 10 contains the following provision:

Lessor also owns all of the oil, gas and other minerals in and under a tract of land that is located immediately south of the leased premises. Lessor has advised Lessee that Lessor may file an application with the Kansas Corporation Commission, pursuant to K.A.R. 82-3-108, asking for a well location exception enabling Lessee to drill a well on the leased premises at a location that is less than 330' from the Lessor's land located to the south. Lessor hereby waive and relinquishes Lessor's right to object or protest such an application by Lessee, and hereby consents to the drilling of a well at a location less than 330' from Lessor's land south of the leased premises.

Linda G. Nelson's mailing address is 18901 Sunrise Drive, Belton, MO 64012. A copy of this Application has been mailed to Ms. Nelson.

8. Because the owner of the mineral rights in the land located less than 330' from the Massey #1 well also owns mineral rights in the land on which that well will be located, has expressly consented to the drilling of that well at that location, and has waived her right to object or protest this Application, Falcon contends that producing oil from that well will not violate correlative rights.

9. Falcon requests that the allowable for the Massey #1 well be governed by the provisions of K.A.R. § 82-3-203(a), and that it be granted a full allowable.

10. Notice of this Application will be published in The Wichita Eagle newspaper and in the Butler County Times-Gazette, the official county newspaper in Butler County, Kansas.

11. The name and address of the owner of the minerals in the land that is located less than 330' from the Massey #1 well is shown in paragraph 7 above, and that land is unleased.

12. The production of oil from the Massey #1 well will neither cause waste nor violate correlative rights. In fact, granting the well location exception requested herein will prevent physical and economic waste.

WHEREFORE, for the reasons set forth herein, Falcon prays that, if no written protest is received by the Conservation Division within fifteen (15) days after notice of this Application has been duly published and served, this Commission grant Falcon's Application for a well location exception for the Massey #1 well as requested herein in accordance with the laws of the State of Kansas and the rules, regulations, and orders of this Commission.

FALCON EXPLORATION, INC.



David E. Bengtson (#12184)

STINSON LLP

1625 N. Waterfront Pkwy., Suite 300

Wichita, Kansas 67206-6620

(316) 265-8800

Fax: (316) 265-1349


David.bengtson@stinson.com

Attorneys for Falcon Oil Company, Inc.

VERIFICATION

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

David E. Bengtson, of lawful age, being first duly sworn upon oath states: that he is attorney for the Applicant named in the foregoing Application and is duly authorized to make this verification; that he has read the foregoing Application and knows the contents thereof and that the facts set forth therein are true and correct to the best of his information and belief.



David E. Bengtson

SUBSCRIBED AND SWORN to before me this 19th day of October, 2023.





Notary Public

My Appointment Expires:

August 9, 2025

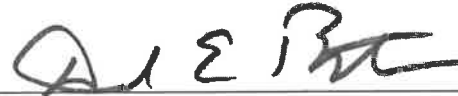
AFFIDAVIT OF MAILING

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

David E. Bengtson, of lawful age, being first duly sworn upon oath states:

That on October 19, 2023, a true and correct copy of the Application and Notice of Filing of Application was mailed by U.S. Mail, postage prepaid, to the following:

Linda G. Nelson
18901 Sunrise Drive
Belton, MO 64012.



David E. Bengtson

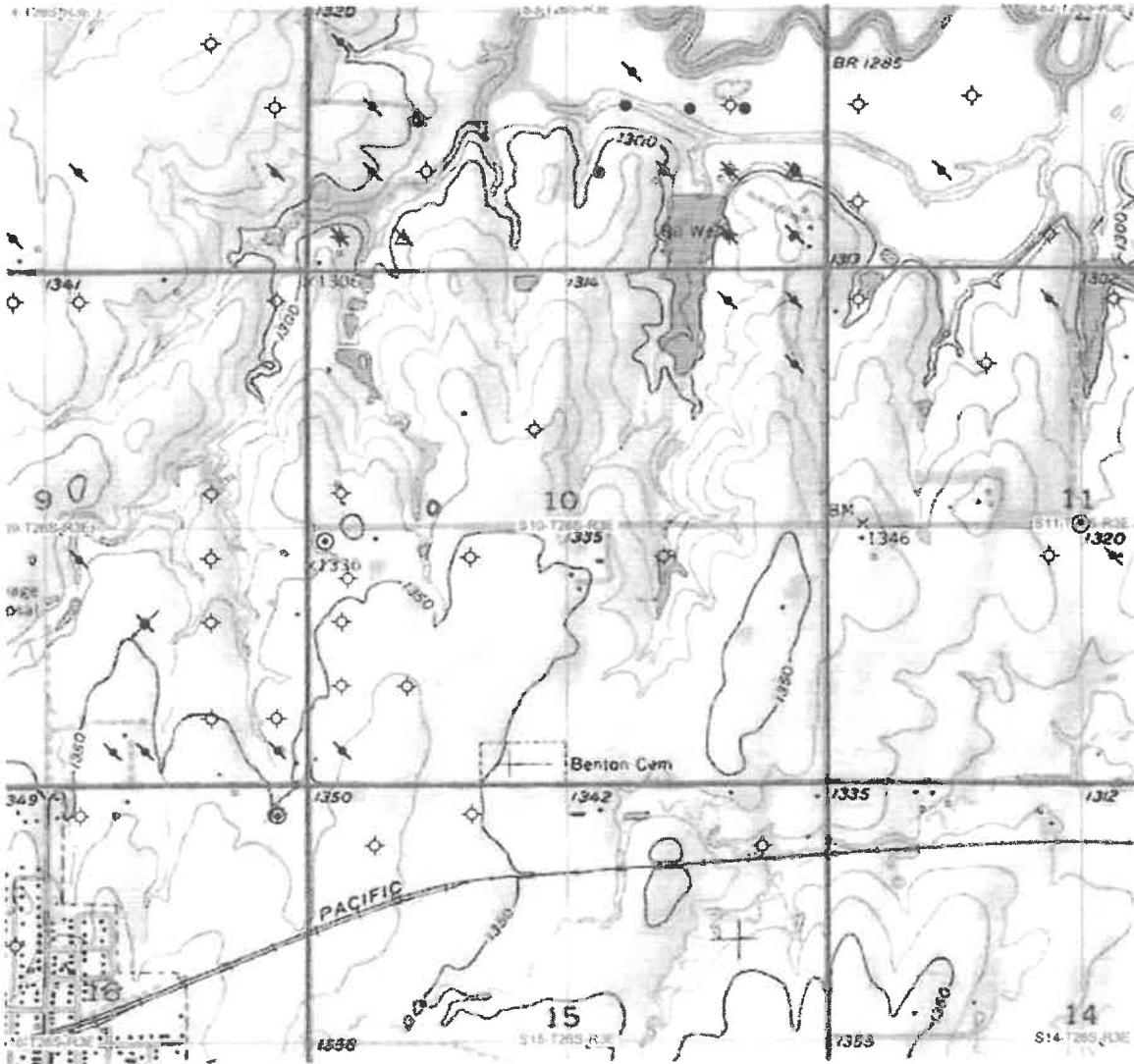
SUBSCRIBED AND SWORN to before me this 19th day of October, 2023.


Notary Public

My Appointment Expires:

August 9, 2025

Exhibit A



O Location of the #1 Massey

NOTICE

Nearest Lease or Unit Boundary Line

K.A.R. 82-3-108 provides that all oil and gas well locations must comply with setback requirements, unless an exception has been granted by the Commission. Depending upon whether the subject well is an oil well or gas well, and also depending upon the county in which the well is located, the setback may be 330 feet or 165 feet from the nearest lease or unit boundary.

This Intent to Drill (“C-1”) form indicates that the distance between the well and the nearest lease or unit boundary will comply with the setback requirement. Accordingly, the C-1 has been approved. However, the C-1 also stated that the well location is very near a boundary line of a Section or a Quarter-Section. This notice is being sent as a courtesy reminder, in case an error was made on the C-1.

As the operator of the proposed well, you must independently verify that the proposed well location complies with the applicable regulatory setback. If at any time it should appear that a well does not comply with the regulatory setback, the well may be subject to being shut-in pending Commission approval of an application for a well location exception. In addition, if such an application is not granted by the Commission, you may be required to plug the well.

If the proposed well location will comply with the regulatory setback, this notice may be disregarded. Please contact the KCC Production Department with any questions or concerns.

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



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

Andrew J. French, Chairperson
Dwight D. Keen, Commissioner
Annie Kuether, Commissioner

Laura Kelly, Governor

November 21, 2023

Rosann Schippers
Falcon Exploration, Inc.
125 N MARKET STE 1252
WICHITA, KS 67202-1719

Re: Drilling Pit Application
Massey 1
NW/4 Sec.10-26S-03E
Butler County, Kansas

Dear Rosann Schippers:

District staff has inspected the above referenced location and has determined that an unsealed condition will present a pollution threat to water resources.

District staff has recommended that the reserve pit be lined with bentonite or native clay, 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 after drilling operations have ceased.

KEEP ALL PITS EAST OF STAKE.

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 (316) 337-7400 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 (316) 337-7400.