#### KOLAR Document ID: 1739742

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 Co	ompliance with	h the Kansas	Surface Ow	ner Notification Act,	MUST be submitted with this form

Expected Spud Date:	Spot Description:
month  day  year    OPERATOR:  License#	( <sup>QQQQQ</sup> ) <sup>-</sup> − − − − Sec Twp S. R E W (QQQQQ) <sup>-</sup> Feet from N / S Line of Section
Name:	feet from L E / W Line of Section
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City: State: Zip: +	County:
Contact Person:	Lease Name: Well #:
Phone:	Field Name:
CONTRACTOR: License# Name:	Is this a Prorated / Spaced Field? Yes No
Well Drilled For:    Well Class:    Type Equipment:      Oil    Enh Rec    Infield    Mud Rotary      Gas    Storage    Pool Ext.    Air Rotary      Disposal    Wildcat    Cable      Seismic ;    # of Holes    Other      Other:    If OWWO: old well information as follows:	Nearest Lease or unit boundary line (in footage):      Ground Surface Elevation:      Water well within one-quarter mile:      Yes      No      Public water supply well within one mile:      Yes      No      Depth to bottom of fresh water:      Surface Pipe by Alternate:      I      I      Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
Directional, Deviated or Horizontal wellbore? Yes No If Yes, true vertical depth: Bottom Hole Location:	Water Source for Drilling Operations: Well Farm Pond Other: DWR Permit #: (Note: Apply for Permit with DWR)
KCC DKT #:	Will Cores be taken?
	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.
Approved by:	
This authorization expires:	
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.

ш

\_ Well will not be drilled or Permit Expired Date: \_ Signature of Operator or Agent: For KCC Use ONLY

API # 15 - \_\_\_\_

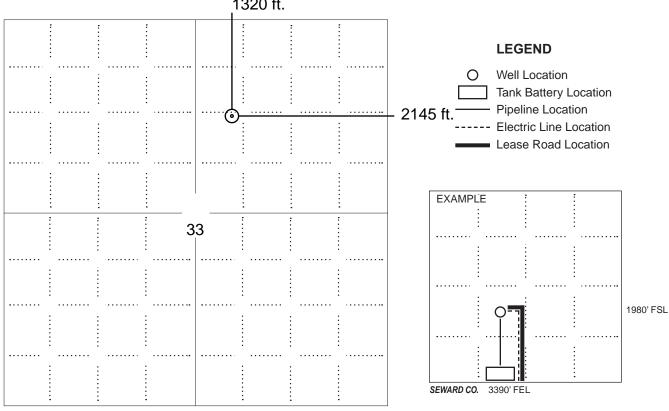
### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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: QTR/QTR/QTR/QTR of acreage:	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. 1320 ft.



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.

Side Two

### KOLAR Document ID: 1739742

## 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	SecTwpR East West				
Settling Pit Drilling Pit	If Existing, date co	nstructed:	Feet from North / South Line of Section				
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:		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?	Artificial Liner?		How is the pit lined if a plastic liner is not used?				
		No					
Pit dimensions (all but working pits):	-		Width (feet)N/A: Steel Pits				
Depth fro	m ground level to dee	epest point:	(feet) No Pit				
material, thickness and installation procedure.		inter integrity, i	cluding any special monitoring.				
Distance to nearest water well within one-mile of	of pit:	Depth to shallo Source of infor	west fresh water feet. nation:				
feet Depth of water well	feet	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	I utilized in drilling/workover:				
Number of producing wells on lease:		Number of wor	orking pits to be utilized:				
Barrels of fluid produced daily:		Abandonment	procedure:				
Does the slope from the tank battery allow all s flow into the pit?Yes No	pilled fluids to	Drill pits must b	e closed within 365 days of spud date.				
Submitted Electronically							
	ксс	OFFICE USE O					
Date Received: Permit NumI	per:	Permi	Liner Steel Pit RFAC RFAS				
			·				

## KOLAR Document ID: 1739742

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

Form KSONA-
July 202
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	
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: State: Zip:+	

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.

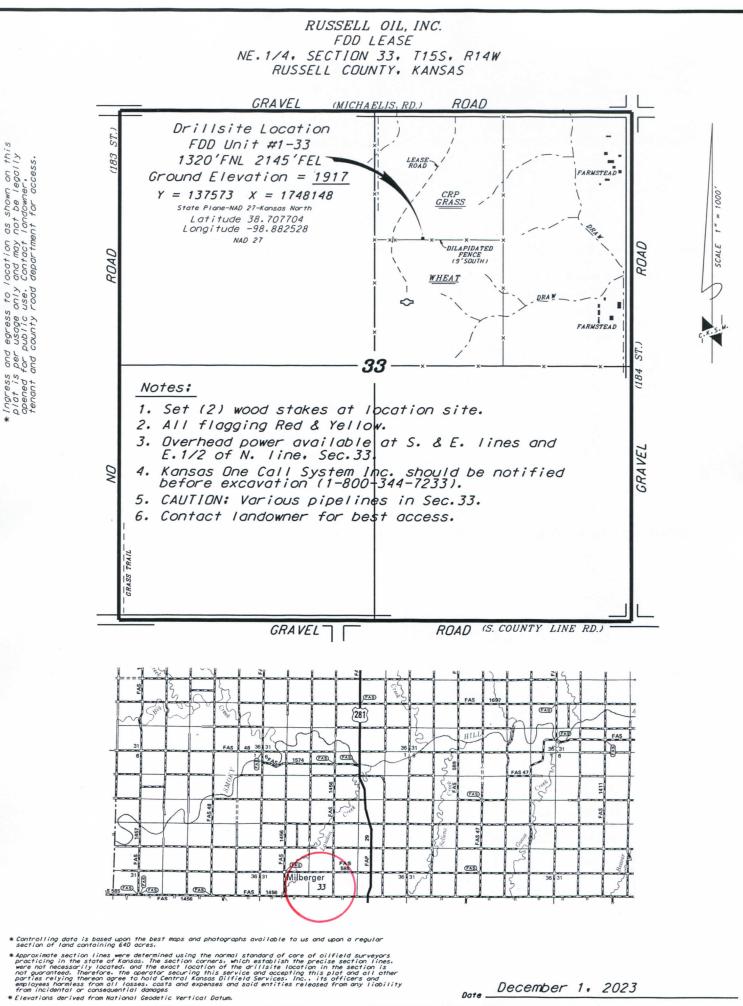
#### Select one of the following:

□ 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.

#### Submitted Electronically



CENTRAL KANSAS OILFIELD SERVICES, INC. (620)792-1977

# KSONA COMPLIANCE OWNER NOTIFICATION Form C-1 + Form CDP-1 FDD Unit #1-33 Sec. 33-T15S-R14W, Russell County, KS

# Unit acreage- S/2 NW/4 NE/4 Section 33 Wellbore location surface/mineral owner:

Frances Jane Dietz 3094 184<sup>th</sup> Street Russell, KS 67665

# Unit acreage- N/2 SW/4 NE/4 Wellbore offset location surface/mineral owner:

Deloris E. Nuss, Trustee Nuss Family Trust dtd 3/16/1995 1801 E. 27<sup>th</sup> Street, Apartment 128 Hays, KS 67601

Beorder No. 09-162	Elizabeth Gilmore, Register of Deeds Russell County - State of Kansas Book: 0229 Page: 62 Receipt #: 78571 Pages Recorded: 1
Mid-Continent Association Form B	Cashier Initials: rpasek
ASSIGNMENT OF OIL AND GAS LEA	
KNOW ALL MEN BY THESE PRESENTS:	
That the undersigned,	OF DEEDS
J. FRED HAMBRIGHT, INC.	n of One
hereinafter called Assignor (whether one or more), for and in consideration	n of One
Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby set transfer and set even unto Russell Oil Inc	ll, assign,
transfer and set over unto RUSSELL OIL LIC	RUSSELL COUNT
(hereinafter called Assignee), all right, title and	interest in and to the oil and gas lease
dated July 25. 2023 from	
Nuss Family Trust dated March 16, 1995	
J. FRED HAMBRIGHT, INC.	, lessor
0008 001	, lessee
	ar as said lease covers the following described land in Kansas
Dunty, State of	
	Computer
Township 15 South, Range 1	4 West Numberical 14
Section 33: S/2NE/4	Misc.
the Assignor is the lawful owner of and has good title to the interest above property, free and clear from all liens, encumbrances or adverse claims; land above described, and all rentals and royalties due thereunder have been in full force have been duly performed,	That said lease is a valid and subsisting lease on the en paid and all conditions necessary to keep the same
EXECUTED, This	August , 2023
	J. FRED HAMBRIGHT, INC.
	SY: Our Hourballe
	Jane L. Hornback, Vice President
	•
STATE OF SS. ACKNOWLED	GMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
Before me, the undersigned, a Notary Public, within and for said	County and State, on this
	peared
and	
to me personally known to be the identical personwho executed the with	
that	and deed for the uses and purposes therein set forth. al seal the day and year last above written.
My commission expires	
	Notary Public
STATE OF Kansas COUNTY OF Sedgwick } ss. ACKN	IOWLEDGMENT FOR CORPORATION
COUNTI OF	
Be it remembered that on this <u>28th</u> day of <u>August</u> Notary Public, duly commissioned, in and for the county and state afores	aid came Jane L. Hornback
Vice president of J. Fred Hambrigh	nt, Inc.
	personally known to me to be such officer, and to be writing in behalf of said corporation. and he duly ac- ion for the uses and purposes therein set forth. cial seal on the day and year last above written.
	Susan R. Green Notary Public
229 62	SUSAN R. GREEN NOTARY PUBLIC STATE OF KANSAS My Appt Exp. 2-9-27

Q

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63U (Rev.	1993)	

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**OIL AND GAS LEASE** 

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Kansas Blue Print 700 S. Broadway PO Box 793 Wichita, KS 67201-0793 316-264-9344 -- 264-5185 fax www.ktp.com - ktp@ktp.com

PD

and between Nuss Far	nily Trust date	ed March 1	6, 1995					
ala na serie dana da		e se en sin se			5. E	1 A.		
	W 10 10 20100			lang of	elise in attact in the	5	and the second second	·
ose mailing address is 18	01 East 27th S	treet Aparti	ment 128	– Hays, KS	67601	.e. (p	hereinafter called	d Lessor (whether one or more),
d J. Fred Hambrigh	nt, Inc. 125 N.	Market Sui	ite 1415 –	Wichita, K	S 67208			hereinafter called Lessee:
Lessor, in consideration	of	(	one and more		dollars	\$	1.00+	) in hand paid,
purpose of investigating, expective constituent products,	ploring by geophysinjecting gas, water produce, save, take	sical and other , other fluids, a care of, treat, n	means, prosp nd air into su nanufacture, p	ecting drilling, i bsurface strata, rocess, store and	nining and operating the laying pipe lines, storing transport said oil, liqu	for and produ- ng oil, buildin nid hydrocarbo	cing oil, liquid hy g tanks, power stat ons, gases and their	d lets exclusively unto lessee for drocarbons, all gases, and their tions, telephone lines, and other r respective constituent products ary rights and after-acquired
erest, therein situated in Count			Russell		State of	Kans		Described as follows to wit:
							1.11	-). Mai a
annahin 15 Couth D.	maa 14 Waat							
ownship 15 South, Ra ection 33: S/2NE/4	ange 14 west							
Section XXX	Township	XXX	Range	XXX	and containing	80	acres, more or l	less and all accretions thereto
Subject to the provisions h	nerein contained, thi	s lease shall rem	ain in force fo	or a term of	three (3) years	(call	ed "primary term")	and as long thereafter
oil, liquid hydrocarbons, gas o								14000 AN Une and
In consideration of the pres	mises the said lesses	e covenants and	agrees:					State O Carta
	t of lessor, free of c	ost, in the pipe l	ine to which l	lessee may conne	ect wells on said land, t	he equal one-	eighth (1/8) part of	all oil produced and saved from
rket price at the well, (but, as the manufacture of products t	to gas sold by lesses therefrom, said pays	e, in no event me nents to be mad	ore than one-e le monthly. W	here gas from a	e proceeds received by well producing gas of	lessee from su	ch sales), for the ga or used, lessee ma	erefrom, one-eighth (1/8), at the as sold, used off the premises, or ay pay or tender as royalty One hin the meaning of the preceding
	see shall have the r	ight to drill suc	h well to com	pletion with rea	sonable diligence and	dispatch, and	if oil or gas, or eith	well within the term of this lease her of them, be found in paying
If said lessor owns a less sor only in the proportion whi					d fee simple estate the	rein, then the	royalties herein pro	ovided for shall be paid the said
Lessee shall have the right	to use, free of cost,	gas, oil and wat	er produced o	n said land for le	ssee's operation thereou	n, except wate	r from the wells of	lessor.
When requested by lessor,	lessee shall bury les	ssee's pipe lines	below plow d	epth.				
No well shall be drilled ne	arer than 200 feet to	the house or ba	rn now on sai	d premises witho	out written consent of le	ssor.		
Lessee shall pay for damag	ges caused by lessee	's operations to	growing crops	on said land.				
Lessee shall have the right	at any time to remo	we all machiner	y and fixtures	placed on said p	remises, including the	ight to draw a	nd remove casing.	
ministrators, successors or ass	igns, but no change ment or a true copy	in the ownership thereof. In cas	o of the land o	r assignment of	rentals or royalties shal	l be binding o	n the lessee until af	extend to their heirs, executors, fter the lessee has been furnished ons with respect to the assigned
Lessee may at any time ex s lease as to such portion or po						or portions of t	he above described	d premises and thereby surrender
All express or implied cov in part, nor lessee held liable i	enants of this lease n damages, for failu	shall be subject are to comply the	to all Federal crewith, if con	and State Laws, npliance is preve	Executive Orders, Rul nted by, or if such failu	es or Regulation re is the result	ons, and this lease s of, any such Law,	shall not be terminated, in whole Order, Rule or Regulation.
ortgages, taxes or other liens or	n the above describe accessors and assign	ed lands, in the e	event of defaul der and release	It of payment by se all right of do	lessor, and be subrogat	ed to the right	s of the holder there	deem for lessor, by payment any eof, and the undersigned lessors, so far as said right of dower and
Lessee, at its option, is her cinity thereof, when in lessee's her minerals in and under and the event of an oil well, or into which the land herein leased cept the payment of royalties d from this lease, whether the	by given the right judgment it is nece that may be produce a unit or units not is situated an instru on production from well or wells be loc portion of the royal	and power to po ssary or advisab ed from said pre exceeding 640 a ment identifying the pooled unit, ated on the prer	ol or combine le to do so in mises, such p cres each in th and describin as if it were nises covered	the acreage cov order to properly ooling to be of the he event of a gas ng the pooled ac included in this by this lease or	develop and operate s acts contiguous to one well. Lessee shall exec reage. The entire acrea lease. If production is f not. In lieu of the royal	aid lease prem another and to cute in writing ge so pooled ound on the p ties elsewhere	ises so as to promo be into a unit or u and record in the c into a tract or unit ooled acreage, it sh herein specified, le	tease or leases in the immediate te the conservation of oil, gas or mits not exceeding 40 acres each conveyance records of the county shall be treated, for all purposes nall be treated as if production is essor shall receive on production n acreage basis bears to the total
rm shall pay or tender to Lesso	r, the sum equal to to ove described and the	the original per a nen subject to the	cre bonus pai	d to lessor under	the initial primary term	of said lease	multiplied by the n	or before the end of the primary number of net mineral acres nded for an additional term of
WITNESS WHEREOF, the understnesses:	signed execute this inst	rument as of the da	y and year first a	above written.				and a strate and a strate of
uss Family Trust date	ed March 16,	1995 by: De	eloris E. N	Juss, Truste	e			acana/ anast. Astribuse V HC1
x Dolor.	N GC	Du	ise		x			

228 993

State of Kansas, Russell County This instrument filed for Record 02/22/2022 at 08:00 AM Book: 228 Page(s)212-213 Fees: \$38.00

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Form 88 – (Producers Special) (Paid-Up) 63U (Rev. 1981)

Computer Numberical Misc

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GIMORE

#### OIL AND GAS LEASE

This Agreement, made and entered into the <u>8th</u> day of <u>December</u>, 2021, by and between <u>Frances Jane Dietz</u>, a <u>single person</u>, <u>3094 184<sup>th</sup> Street</u>, <u>Russell</u>, <u>KS 67665</u>, hereinafter called Lessor (whether one or more), and <u>Russell</u> <u>Oil, Inc., P.O. Box 8050, Edmond, OK 73083</u>, hereinafter called Lessee:

Lessor, in consideration of <u>Ten and more</u> Dollars (\$10.00) in hand paid, receipt of which is hereby acknowledged and 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 geological and geophysical investigating, exploring, 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 the County of **Russell**, State of **Kansas**, described as follows, to-wit:

# Township 15 South, Range 14 West

Sec. 33: N/2NE/4

and containing 80.00 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 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 which lessee may connect wells on said land, the equal one-eighth (1/8th) 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 (1/8th), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8th) of the proceeds received by lessee 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 Dollars (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operations thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.



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

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by the lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessor, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 80 acres each in the event of an oil well, or into a unit of units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

If at the end of the primary term this lease is not otherwise continued in force under the provisions hereof, the lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor the sum of <u>Twenty-five Dollars</u> (\$25.00) multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, this lease shall thereby be modified and the primary term shall be extended for an additional term of <u>Two (2) years</u> from the end of the primary term. Said payment may be made by check or draft of Lessee or any assignee thereof, mailed or delivered direct to Lessor at the address first provided above, on or before the end of the primary term. Lessee, at its sole discretion, has the option to extend any portion or the entire land herein described above. Should Lessee choose to only extend a portion of said land, they shall file a partial release of oil and gas lease in said county prior to tendering payment to Lessor and provide Lessor a copy of said partial release. The option payment tendered shall then reflect any change in net acres.

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

Frances Jane Dietz

ACKNOWLEDGEMENT

STATE OF **COUNTY OF** 

BE IT REMEMBERED, that on this 18 day of 1000, 2022, before me the undersigned, a notary public in and for the County and State aforesaid, came **Frances Jave Dietz, a single person**, who is personally known to me to be the same person who executed the above instrument, and duly acknowledged the execution of the same.

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

A KIMBERLY GINTHER My Appt. Expires 05/04/2025

(My Appt. Expires: \_\_\_\_\_\_)

State of Kansas, Russell County This instrument filed for Record 03/04/2022 at 08:00 AM Book: 228 Page(s) 227-228 Fees: \$38.00

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Form 88 – (Producers Special) (Paid-Up) 63U (Rev. 1981)

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#### OIL AND GAS LEASE

This Agreement, made and entered into the <u>8th</u> day of <u>December</u>, 2021, by and between <u>2016 John and Diana</u> <u>Edgmon Revocable Living Trust dated December 12, 2016, 144 Pembroke Drive, Triadelphia, WV 26059</u>, hereinafter called Lessor (whether one or more), and <u>Russell Oil, Inc., P.O. Box 8050, Edmond, OK 73083</u>, hereinafter called Lessee:

Lessor, in consideration of <u>Ten and more</u> Dollars (\$10.00) in hand paid, receipt of which is hereby acknowledged and 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 geological and geophysical investigating, exploring, 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 the County of <u>Russell</u>, State of <u>Kansas</u>, described as follows, to-wit:

Township 15 South, Range 14 West Sec. 33: N/2NE/4

and containing 80.00 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 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 which lessee may connect wells on said land, the equal one-eighth (1/8th) 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 (1/8th), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8th) of the proceeds received by lessee 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 Dollars (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operations thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by the lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessor, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

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

2016 John & Diana Edgmon Revocable Living Trust dated December 12, 2016

imu Diana Edgmon, Trustee

John D. Edgmon, Trustee

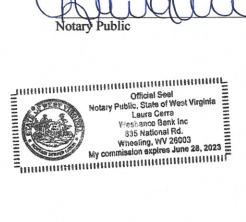
ACKNOWLEDGEMENT

STATE OF ) \$\$ COUNTY O

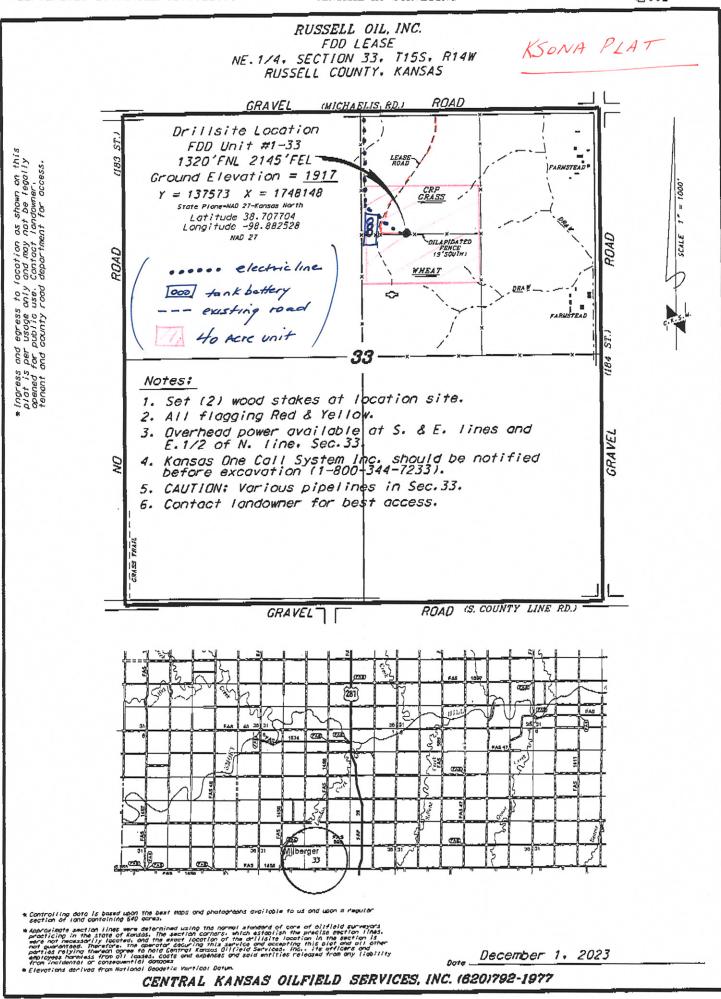
, before me the undersigned, a BE IT REMEMBERED, that on this day of Feb notary public in and for the County and State aforesaid, came Diana Edgmon and John D. Edgmon, Trustees of the 2016 John & Diana Edgmon Revocable Living Trust dated December 12, 2016, who are personally known to me to be the same persons who executed the above instrument, and duly acknowledged the execution of the same on behalf of said trust.

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

(My Appt. Expires: )UN28



CENTRAL KS SURVEYING



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

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

December 06, 2023

LeRoy Holt II Russell Oil, Inc. PO Box 8050 EDMOND, OK 73083-8050

Re: Drilling Pit Application FDD Unit 1-33 NE/4 Sec.33-15S-14W Russell County, Kansas

Dear LeRoy Holt II:

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 within 72 hours of completion of drilling operations.

# 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 (785) 261-6250 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 (785) 261-6250.



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

Laura Kelly, Governor