### KOLAR Document ID: 1778321

For KCC Use:

Effective	Date:
District #	

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:			Spot Description:	
	month day	year		EW
OPERATOR: License#			feet from N /	S Line of Section
Name:			feet from E /	W Line of Section
Address 1:			Is SECTION: Regular Irregular?	
Address 2:			(Note: Locate well on the Section Plat on reverse s	ide)
City:			County:	,
Contact Person:			Lease Name: We	
Phone:			Field Name:	
CONTRACTOR: License#			Is this a Prorated / Spaced Field?	Yes No
Name:			Target Formation(s):	
			Nearest Lease or unit boundary line (in footage):	
Well Drilled For:	Well Class:	Type Equipment:	Ground Surface Elevation:	
Oil Enh Rec	Infield	Mud Rotary	Water well within one-quarter mile:	
Gas Storage	Pool Ext.	Air Rotary	Public water supply well within one mile:	
Disposal	Wildcat	Cable	Depth to bottom of fresh water:	
Seismic ; # of Ho			Depth to bottom of usable water:	
Other:			Surface Pipe by Alternate:	
If OWWO: old well info	rmation as follows:		Length of Surface Pipe Planned to be set:	
Operator:			Length of Conductor Pipe (if any):	
Well Name:			Projected Total Depth:	
Original Completion Date:	Original	Iotal Depth:	Formation at Total Depth:	
Directional, Deviated or Horizor	ntal wellbore?	Yes No	Water Source for Drilling Operations:	
If Yes, true vertical depth:			Well Farm Pond Other:	
Bottom Hole Location:			DWR Permit #:	
KCC DKT #:			( <b>Note:</b> 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.
Approved by:	
This authorization expires:	
(This authorization void if drilling not started wit	hin 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.

ш

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

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

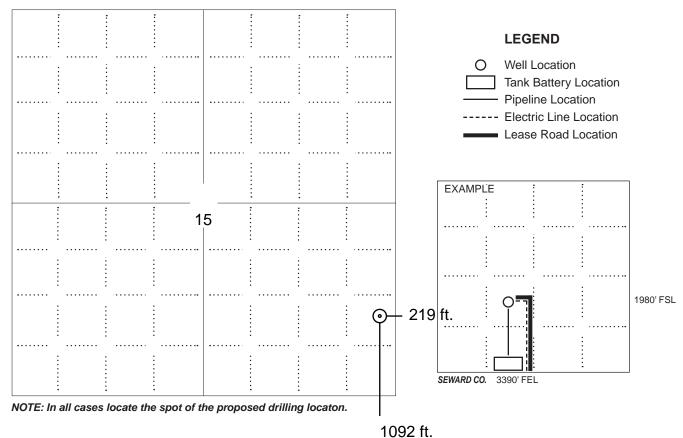
### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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.



### 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.

### KOLAR Document ID: 1778321

# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form CDP-1 May 2010 Form must be Typed

# APPLICATION FOR SURFACE PIT

	Su	bmit in Duplicat		
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?	
	Yes 1	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.		liner integrity, ir	ncluding any special monitoring.	
Distance to nearest water well within one-mile c	of pit:	Depth to shallo Source of infor	west fresh water feet. mation:	
feet Depth of water well	feet	measured	well owner electric log KDWR	
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	over and Haul-Off Pits ONLY:	
Producing Formation:		Type of material utilized in drilling/workover:		
Number of producing wells on lease:		Number of working 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	oilled fluids to	Drill pits must be closed within 365 days of spud date.		
Submitted Electronically				
	КСС	OFFICE USE O	NLY	
Date Received: Permit Numl	ber:	Permi	t Date: Lease Inspection: Yes No	

# KOLAR Document ID: 1778321

# 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:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:
Contact Person: 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

248.8FORM 88 - (PRODU (PAID-UP) 63U (Rev. 19	1	OIL	AND GAS	LEASE		B	Kansas Blue Print 700 S. Broadway PO Box 793 Wichita, KS 67201-0793 316:264-9344 264 5185 fax www.kbp.com - kbp@sbp.com
AGREEMENT, Made and en	tered into the 10th	day of Sep	tember				2022
by and between		Properties, LLC,	A COLUMN TO A COLUMNT TO A COLUMNT TO A COLUMNT TO A COLUMNT TO A COLUMN TO A COLUMNT TO A COLUMNTT	reth, Member	te a constant a constant		
whose mailing address is	and the second second second second	Golden Colorado			herein		or (whether one or more)
und	and the second se	212 N. Market St.	Ste 320 Wichi	a, KS 67202 Dollars (\$		1.00+	ereinafter called Lessee.
Lessor, in consideration eccipt of which is here acknot he purpose of investigating, espective constituent product tructures and things thereon and other products manufactur interest, therein situated in Co	owledged and of the royal , exploring by geophysica its, injecting gas, water, of to produce, save, take car red therefrom, and housing	al and other means, prosp ther fluids, and air into su ro of, treat, manufacture, p g and otherwise caring for	ecting drilling, minit bsurface strata, layin rocess, store and trar	e lessee herein contr g and operating for g pipe lines, storing sport said oil, liquid lowing described lan	ained, hereby grants, r and producing oil, oil, building tanks, i hydrocarbons, gase	leases and lets liquid hydrocar power stations, s and their respe reversionary rig	bons, all gases, and the telephone lines, and othe ctive constituent produc
		<u>Township</u> Secti Secti	29 South, Ran ion 23: NW/4-' ion 22: E/2SE/4	ge 11 West Fract #1 I- Tract #2			
Each of the tracts set forth	i in the oil and gas lease		ion 15: E/2SE/4 te oil and gas lease		ne tract will not ex	tend productio	n on any other tract.
n Section XXX	Township	XXX Range	xxx	and containing 32	20 acres	, more or less an	d all accretions thereto
Subject to the provision	ns herein contained, this le	ease shall remain in force for	oratern of Three	(3) year	rs from this date (call	ed "primary term	a"). and as long thereafte
s oil, liquid hydrocarbons, ga			the second se	and the second sec	vith which said land i	is pooled.	
	premises the said lessee co redit of lessor, free of cost,	ovenants and agrees: , in the pipe line to which l	lessee may connect w	ells on said land, the	e equal one-eighth (1)	/8) part of all oil	produced and saved fro
narket price at the well, (but, a the manufacture of produc Dollars (\$10.00) per year per roduced within the meaning	as to gas sold by lessee, in its therefrom, said paymen net mineral acre retained of the preceding paragraph tained during the primary	nts to be made monthly. W hereunder, for a maximum h. term hereof without furthe	ighth (1/8) of the pro vhere gas from a wel of 24 consecutive m r payment or drilling	ceeds received by les I producing gas only onths and if such pa operations. If the les	ssee from such sales) y is not sold or used yment or tender is m ssee shall commence	, for the gas sold , lessee may pay ade it will be co to drill a well w	I, used off the premises, or tender as royalty To insidered that gas is bein ithin the term of this lear
puantities, this lease shall con If said lessor owns a le	tinue and be in force with ess interest in the above d	like effect as if such well h escribed land than the enti	ad been completed w ire and undivided fee	ithin the term of yea	rs first mentioned.		
essor only in the proportion v Lessee shall have the rip		s to the whole and undivide s, oil and water produced o		s operation thereon,	except water from the	e wells of lessor	
When requested by less	or, lessee shall bury lessee	e's pipe lines below plow d	epth.				
No well shall be drilled	nearer than 200 feet to the	e house or barn now on said	d premises without w	ritten consent of less	or.		
Lessee shall pay for dar	nages caused by lessee's o	operations to growing crops	on said land.				
Lessee shall have the right	ght at any time to remove	all machinery and fixtures	placed on said premi-	es, including the rig	ht to draw and remov	e casing.	
If the estate of either p dministrators, successors or with a written transfer or assi portion or portions arising sub	assigns, but no change in t ignment or a true copy the	ereof. In case lessee assign	r assignment of renta	is or royalties shall b	e binding on the less	ce until after the	lessee has been furnishe
Lessee may at any time his lease as to such portion or		ssor or place of record a re of all obligations as to the a		ring any portion or p	portions of the above	described prem	ises and thereby surrende
All express or implied or in part, nor lessee held liab		Il be subject to all Federal to comply therewith, if com					
Lessor hereby warrants nortgages, taxes or other lien or themselves and their heirs nomestead may in any way af	s on the above described la s, successors and assigns, h	hereby surrender and releas	t of payment by lesse se all right of dower a	r, and be subrogated	to the rights of the h	older thereof, ar	d the undersigned lessor
Lessee, at its option, is i ricinity thereof, when in lesse ther minerals in and under an n the event of an oil well, or i n which the land herein leas xeept the payment of royalti ad from this lease, whether t rom a unit so pooled only su creage so pooled in the partic	ee's judgment it is necessar nd that may be produced f into a unit or units not exc ed is situated an instrumer es on production from the the well or wells be locate uch portion of the royalty s	rom said premises, such po eeding 640 acres each in the nt identifying and describing pooled unit, as if it were in d on the premises covered	order to properly dev boling to be of tracts he event of a gas well ing the pooled acreage included in this lease by this lease or not. I	elop and operate said contiguous to one an Lessee shall execut to The entire acreage If production is fou n lieu of the royaltie	I lease premises so as other and to be into a e in writing and reco so pooled into a tra and on the pooled acr s elsewhere herein sp	s to promote the a unit or units no rd in the convey et or unit shall b reage, it shall be pecified, lessor s	conservation of oil, gas of ot exceeding 40 acres ead ance records of the count be treated, for all purpose treated as if production hall receive on production
	SEE ADDI	ENDUM ATTACH	IED HERETO	AND MADE	A PART HER	EOF	
IN WITNESS WHEREOF, the un Vitnesses	dersigned execute this instrum	ent as of the day and year first	- statuster	strumber.	Dominton of D	uppds Pratt	County, Kansas
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No.

# Book: 520 Page: 76

### EXHIBIT A

Addendum to Oil and Gas Lease dated <u>September 19<sup>th</sup> 2022</u>, by and between <u>Hiskett Family Properties</u> <u>LLC</u>, by <u>Dennis Hildreth</u>, <u>Member</u>, as Lessor and <u>David Barker</u>, as Lessee. This addendum is a part of that certain oil and gas lease identified above by date and parties to the same extent as if the provisions hereof had originally been written in said lease. In the event of conflict between the lease provisions and the provisions provided in this addendum, the provisions of this addendum shall be binding, covering the following described property in <u>Pratt</u> County, Kansas, to wit:

> Township 29 South, Range 11 West Section 23: NW/4 Tract # 1 Section 22: E/2SE/4 Tract # 2 Section 15: E/2SE/4 Tract # 3

- Lessee shall not deduct from royalty payments due to Lessor any costs, including but not limited to
  compression, dehydration, transportation and gathering, or such other costs to produce gas or oil, and
  their constituents products, or costs to place such gas or oil in a marketable condition, only as such
  costs are incurred on the leased premises. However, certain costs actually paid by Lessee for
  processes applied after the point of sale which enhance the product and results in both Lessor and
  Lessee receiving a better price for the product may be deducted from the Lessor's royalty in
  proportion to Lessor's royalty share.
- Lessee shall bury pipelines and utility lines to a depth of not less than thirty-six (36) inches below the surface. All slush pits shall be filled and leveled in a workmanlike manner within 60 days of receipt of Kansas Corporation Commission (KCC) permission to execute the same.
- Lessee reserves the right to designate all routes of ingress and egress. Prior to the construction of any roads, pipelines, tank battery installations, or installation of other equipment on the leased premises, Lessee shall consult and agree with the surface owner as to the location and direction of the same.
- 4. No well drilled on the leased premises shall be used for the disposal of salt water from wells off of the leased premises without the written consent of Lessor and without compensating Lessor for its use. This paragraph does not apply to disposal of waters from wells of Lessor on said lease premises.
- 5. 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, the Lessee shall fill all pits, ponds, remove all structures and reasonably restore the premises to the condition existing at the time the lease was executed. Within six (6) months after the expiration of the lease by its terms, Lessee shall have the obligation to restore, as nearly as practical.
- 6. Lessee shall maintain all roads, well sites and production facilities in a clean and respectable condition, reasonably free of weeds and trash.
- 7. Should a well drilled on the premises be abandoned for any reason, Lessee shall have six (6) months (weather permitting) from the date of abandonment to remove all materials, including buried pipelines. Any such materials remaining on the premises after six (6) months shall become the property of Lessor.

- 8. Lessee agrees that it will comply with all regulations and statutes of all governmental entities having jurisdiction over compliance with environmental legislation. Lessee further agrees to accept the leased premises in its "as is" condition. It is acknowledged that Lessee has been advised to inspect the property to determine that is suitable for the purpose intended arid to ascertain that no environmental hazards or toxins are now present.
- 9. Lessee shall indemnify and hold Lessor harmless from any claims, damages, actions or clauses of action from any environmental damage or contamination caused or contributed to by Lessee subsequent to the commencement of this lease. Lessor shall indemnity and hold Lessee harmless from any claims, damages, actions or clauses of action from any environmental damage or contamination caused or contributed to by Lessor or by previous parties Lessor may have leased property to prior to the commencement of this lease.
- 10. It is understood and agreed that the Lessee agrees to pay for damages 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 at least \$2,500.00 which will cover one well site of not more than three (3) acres and road totaling not over one (1) acre. Any land damages or use in excess of such four acres shall be paid for separately immediately after completion of drilling operations. Damages shall be equally applicable to cultivated lands and native grasses and pasture.
- 11. It is understood and agreed that any shut in royalties due and payable under the terms of this lease shall be computed and paid on the basis of ten dollars (\$10.00) per net mineral acre covered hereby. Notwithstanding any other provisions of this lease, it is expressly understood and agreed that after the primary term, this lease cannot be maintained in force solely by the payment of shut in gas royalty for any one period in excess of two (2) years, consecutive or otherwise.
- 12. When preparing development locations, the top soil 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.
- 13. A sufficient dike shall be placed around tank batteries. Also 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 agrees to comply with all applicable Federal, State and Local laws and regulations.
- 14. Lessee or assigns will consult with Lessor as to the location of all roads on the property and will locate roads so as to minimize interference with farming operations.
- 15. The lands covered hereby are not presently irrigated by the use of an overhead sprinkler system. Should the Lessor install hereafter, at the sole cost of the Lessor, Lessee's operation and equipment shall be reconstructed in such a manner as to not interfere with Lessor's farming or irrigation operations on said land. Lessee's operations and equipment for production will be placed on this land at places, or at such height and level, which will permit the irrigation sprinklers to normally operate on this land. If the property is irrigated, during growing season Lessee shall conduct no drilling, completion or rework operations except such activities necessitated by emergency on the property without written consent of the Lessor which consent shall not be unreasonably withheld. No pits will be dug in the sprinkler wheel tracks.
- 16. Lessee agrees to furnish Lessor promptly, upon written request, a true copy of all of the following information pertaining to the leased premises or land unitized therewith, copies of any filings made to the Kansas Corporation Commission.

17. It is agreed and understood by all parties that this lease consists of separate leases and separate tracts. Production on one tract shall not hold any other tract by its production beyond the primary term or extension thereof.

Signed for Identification:

x: Dui A Hellet

### ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

THAT <u>David A. Barker</u>, hererinafter called Assignor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, convey, and set over unto <u>Quail Oil & Gas LC</u>. Hereinafter called Assignee, all right title and interest, subject to the overriding royalty reservation hereinafter set out, in and to those oil and gas mining leases, all located in <u>Pratt County</u>, Kansas, which said lease:

> Lessor:Nicholas Panek and Travis Panek, members of Panek Ranch, LLC Lease Date: July 25<sup>th</sup>, 2022 Lessee: David A. Barker Description: W/2 of Section 11 and the W/2 of Section 14 all in Township 29 South, Range 11 West, 640 acres. Recorded : Book 520, pages 79-83,

are listed and shown above, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.  $1/16^{th}$  of  $7/8^{th}$ 's The Assignor herein expressly excepts, reserves, and retains title to an undivided of all oil, gas and casing head gas produced, saved and marketed from the above described land under the provisions of the aforesaid leases, or any extension or renewal thereof, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production there from.

The assignment is made without covenants of warranty, either express or implied.

EXECUTED this 22th day of August 2023.

Davis L. (Barlen

David A. Barker

STATE OF KANSAS

### COUNTY OF SEDGWICK

The foregoing instrument was acknowledged before me this <u>22th day of August 2023</u>, <u>David A. Barker</u>



honor philiplus

Notary Public Register of Deeds Pratt County, Kansas Sherry L. Henrich Book: 528 Page: 473 Receipt #: 40491 Pages Recorded: 1 Date Recorded: 9/13/2023 10:40:17 AM

248.8FORM 88 - (PRODUCER'S SPEC (PAID-UP) 63U (Rev. 1993)	DIAL)	OIL AND	GAS LEASE		B	Kansas Blue Print 700 S. Broadway PO Box 793 Wichita, KS 67201-0793 316-264-9344 264- 5185 fax www.tbp.com-htpgstp.com
						2020
AGREEMENT, Made and entered into the by and between <u>Nicholas I</u>		_ <sup>day of</sup> _July s Panek, Members o	of Panek Ranch, LLC			2022
hose mailing address is 405 Dresde	en Cunningham	, KS 67035		hereina		sor (whether one or more
nd David Barl	ker 212 N. Mark	cet St. Ste 320 Wic	hita, KS 67202			hereinafter called Lessee:
Lessor, in consideration of eccept of which is here acknowledged and he purpose of investigating, exploring b espective constituent products, injecting, tructures and things thereon to produce, , and other products manufactured therefrom nterest, therein situated in County of	by geophysical and oth gas, water, other fluids save, take care of, treat	er means, prospecting drill s, and air into subsurface st t, manufacture, process, stor erwise caring for its employe	ing, mining and operating for rata, laying pipe lines, storin the and transport said oil, liqu tes, the following described h	tained, hereby grants, or and producing oil, g oil, building tanks, j id hydrocarbons, gases	liquid hydroca power stations, s and their resp reversionary rig	rbons, all gases, and the telephone lines, and oth ective constituent produc
		Section 11 Section 14	: W/2			
n Section XXX Town	nship XXX	Range XXX	and containing	640 acres,	, more or less ar	nd all accretions thereto
Subject to the provisions herein con s oil, liquid hydrocarbons, gas or other re: In consideration of the premises the 1st. To deliver to the credit of lesson he leased premises. 2nd. To pay lessor for gas of whats tarket price at the well, (but, as to gas sof) the manufacture of products therefrom, bollar (\$1.00) per year per net mineral acr aragraph.	spective constituent pro said lessec covenants a r, free of cost, in the pip oever nature or kind pri id by lessee, in no event said payments to ber	ducts, or any of them, is pro nd agrees: pe line to which lessee may oduced and sold, or used of more than one-eighth (1/8) made monthly. Where gas f	connect wells on said land or land connect wells on said land, th I the premises, or used in the of the proceeds received by	with which said land i the equal one-eighth (1/ manufacture of any pr essee from such sales), ly is not sold or used,	s pooled. /8) part of all oi roducts therefro , for the gas sol , lessee may pa	om, one-eighth (1/8), at t d, used off the premises, y or tender as royalty O
This lease may be maintained during any extension thereof, the lessee shall antities, this lease shall continue and be If said lessor owns a less interest in	have the right to drill : in force with like effect	such well to completion wit t as if such well had been co	th reasonable diligence and o mpleted within the term of ye	ispatch, and if oil or g ars first mentioned.	gas, or either of	f them, be found in pay
essor only in the proportion which lessor's Lessee shall have the right to use, fro			for lessee's operation thereon	except water from the	e wells of lesso	r.
When requested by lessor, lessee shi						
No well shall be drilled nearer than 2	200 feet to the house or	barn now on said premises	without written consent of le	sor.		
Lessee shall pay for damages caused	d by lessee's operations	to growing crops on said lar	nd.			
Lessee shall have the right at any tin	ne to remove all machin	nery and fixtures placed on s	aid premises, including the ri	ght to draw and remov	e casing.	
If the estate of either party hereto in dministrators, successors or assigns, but r vith a written transfer or assignment or a ortion or portions arising subsequent to th	true copy thereof. In a	ship of the land or assignme	nt of rentals or royalties shall	be binding on the less	ee until after the	e lessee has been furnish
Lessee may at any time execute and tis lease as to such portion or portions and				portions of the above	described preu	nises and thereby surrence
All express or implied covenants of r in part, nor lessee held liable in damage						
Lessor hereby warrants and agrees t nortgages, taxes or other liens on the abov or themselves and their heirs, successors omestead may in any way affect the purp	ve described lands, in th and assigns, hereby sur	e event of default of payme render and release all right	nt by lessor, and be subrogate of dower and homestead in th	d to the rights of the h	older thereof, a	nd the undersigned lesso
Lessee, at its option, is hereby given icinity thereof, when in lessee's judgment ther minerals in and under and that may h the event of an oil well, or into a unit or n which the land herein leased is situated xcept the payment of royalties on produc ad from this lease, whether the well or w tom a unit so pooled only such portion of creage so pooled in the particular unit inv	t it is necessary or advi- be produced from said if runits not exceeding 64 d an instrument identify tion from the pooled us rells be located on the p f the royalty stipulated	sable to do so in order to pro premises, such pooling to be 0 acres each in the event of ring and describing the pool nit, as if it were included in remises covered by this least	operly develop and operate sa of tracts contiguous to one of a gas well. Lessee shall exect ed acreage. The entire acrea this lesse. If production is fo se or not. In lieu of the royalt	id lease premises so as nother and to be into a ste in writing and recor- te so pooled into a trac- und on the pooled acr es elsewhere herein sp	s to promote the a unit or units a rd in the convey ct or unit shall reage, it shall be pecified, lessor	e conservation of oil, gas tot exceeding 40 acres ca yance records of the cour be treated, for all purpos e treated as if production shall receive on producti
	SEE EXHIBIT "A	" ATTACHED HERETO A	ND MADE A PART HERE	OF		
IN WITNESS WHEREOF, the undersigned exec Witnesses Panek Ranch, LLC		e day and year first above writter	n			
Allar.	Para	· ·		<u> </u>		
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Register of Deeds Pratt County, Kansas Sherry L. Wenrich Book: 520 Page: 79-83 Receipt #: 38113 Pages Recorded: 5 Date Recorded: 10/24/2022 2:30:13 PM

	Book: 520 Page: 80
STATE OF	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF the foregoing instrument was	s acknowledged before me this day of,,
by	
My commission expires	
	, Notary Public
	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe
COUNTY OF the foregoing instrument was	s acknowledged before me this day of,,
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	Notary Public
STATE OF	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe
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OIL AND GAS LEASE FROM TO	Date       Date         Section       Twp.         No. of Acres       Term         No. of Acres       Term         No. of Acres       Term         STATE OF       County         STATE OF       Ounty         STATE OF       Ounty         STATE OF       Ounty         Ounty       Ounty         This instrument was filed for record on the       day of         Book       Page       of in the         Book       Page       of in the         By       Register of Deeds       hen recorded, return to
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STATE OF KANSAS COUNTY OF KINGMAN the foregoing instrument war by Nicholas Panek and Trav of Panek Ranch, LLC on bel	Date       Date       Date         Date       Section       No. of Acres         Section       Twp.       Twp.         No. of Acres       County       County         No. of Acres       No. of Acres       No. of Acres         Section       This instrument was filed for record on the       Rection         By       By       N. and duly recorded         Nhen recorded, return to       Register of Destination
OIT AND GAS LEAD	Date       Date       Date         Date       Section       No. of Acres         Section       Twp.       Twp.         No. of Acres       County       County         No. of Acres       No. of Acres       No. of Acres         Section       This instrument was filed for record on the       Rection         By       By       N. and duly recorded         Nhen recorded, return to       Register of Destination
STATE OF KANSAS COUNTY OF KINGMAN the foregoing instrument war by Nicholas Panek and Trav of Panek Ranch, LLC on bel	D1-2023       Adv       State       No. of Acres       No. of Acres         No. of Acres       No. of Acres       No. of Acres       No. of Acres         No. of Acres       No. of Acres       No. of Acres       No. of Acres         No. of Acres       No. of Acres       No. of Acres       No. of Acres         No. of Acres       No. of Acres       No. of Acres       No. of Acres         No. of Acres       No. of Acres       No. of Acres       No. of Acres         No. of Acres       No. of Acres       No. of Acres       No. of Acres         No. of Acres       No. of Acres       No. of Acres       No. of Acres         No. of Acres       No. of Acres       No. of Acres       No. of Acres         No. of Acres       No. of Acres       No. of Acres       No. of Acres         No. of Acres       No. of Acres       No. of Acres       No. of Acres         No. of Acres       No. of Acres       No. of Acres       No. of Acres         No. of Acres       No. of Acres       No. of Acres       No. of Acres         No. of Acres       No. of Acres       No. of Acres       No. of Acres         No. of Acres       No. of Acres       No. of Acres       No. of Acres         No. of Acres       No. of Acres

### EXHIBIT A

Addendum to Oil and Gas Lease dated <u>July 25, 2022</u>, by and between <u>Nicholas Panek and Travis Panek</u>. <u>Members of Panek Ranch, LLC</u>, as Lessors and <u>David Barker</u>, as Lessee. This addendum is a part of that certain oil and gas lease identified above by date and parties to the same extent as if the provisions hereof had originally been written in said lease. In the event of conflict between the lease provisions and the provisions provided in this addendum, the provisions of this addendum shall be binding, covering the following described property in Pratt County, Kansas, to wit:

> Township 29 South, Range 11 West Section 11: NW/4 Tract #1, SW/4 Tract #2 Section 14: NW/4 Tract #3, SW/4 Tract #4

- Lessee shall not deduct from royalty payments due to Lessor any costs, including but not limited to compression, dehydration, transportation and gathering, or such other costs to produce gas or oil, and their constituents products, or costs to place such gas or oil in a marketable condition, only as such costs are incurred on the leased premises. However, certain costs actually paid by Lessee for processes applied after the point of sale which enhance the product and results in both Lessor and Lessee receiving a better price for the product may be deducted from the Lessor's royalty in proportion to Lessor's royalty share.
- Lessee shall bury pipelines and utility lines to a depth of not less than thirty-six (36) inches below the surface. All slush pits shall be filled and leveled in a workmanlike manner within 60 days of receipt of Kansas Corporation Commission (KCC) permission to execute the same.
- 3. Lessee reserves the right to designate all routes of ingress and egress. Prior to the construction of any roads, pipelines, tank battery installations, or installation of other equipment on the leased premises, Lessee shall consult and agree with the surface owner as to the location and direction of the same.
- 4. No well drilled on the leased premises shall be used for the disposal of salt water from wells off of the leased premises without the written consent of Lessor and without compensating Lessor for its use. This paragraph does not apply to disposal of waters from wells of Lessor on said lease premises.
- 5. 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, the Lessee shall fill all pits, ponds, remove all structures and reasonably restore the premises to the condition existing at the time the lease was executed. Within six (6) months (weather permitting) after the expiration of the lease by its terms, Lessee shall have the obligation to restore, as nearly as practical.
- 6. Lessee shall maintain all roads, well sites and production facilities in a clean and respectable condition, reasonably free of weeds and trash.
- 7. Should a well drilled on the premises be abandoned for any reason, Lessee shall have six (6) months (weather permitting) from the date of abandonment to remove all materials, including buried pipelines. Any such materials remaining on the premises after six (6) months shall become the property of Lessor.

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- 8. Lessee agrees that it will comply with all regulations and statutes of all governmental entities having jurisdiction over compliance with environmental legislation. Lessee further agrees to accept the leased premises in its "as is" condition. It is acknowledged that Lessee has been advised to inspect the property to determine that is suitable for the purpose intended arid to ascertain that no environmental hazards or toxins are now present.
- 9. Lessee shall indemnify and hold Lessor harmless from any claims, damages, actions or clauses of action from any environmental damage or contamination caused or contributed to by Lessee subsequent to the commencement of this lease. Lessor shall indemnity and hold Lessee harmless from any claims, damages, actions or clauses of action from any environmental damage or contamination caused or contributed to by Lessee or contributed to by Lessee subsequent to the sections or clauses of action from any environmental damage or contamination caused or contributed to by Lessee or by previous parties Lessor may have leased property to prior to the commencement of this lease.
- 10. It is understood and agreed that the Lessee agrees to pay for damages 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 at least \$2,500.00 which will cover one well site of not more than three (3) acres and road totaling not over one (1) acre. Any land damages or use in excess of such four acres shall be paid for separately immediately after completion of drilling operations. Damages shall be equally applicable to cultivated lands and native grasses and pasture.
- 11. It is understood and agreed that any shut in royalties due and payable under the terms of this lease shall be computed and paid on the basis of ten dollars (\$10.00) per net mineral acre covered hereby. Notwithstanding any other provisions of this lease, it is expressly understood and agreed that after the primary term, this lease cannot be maintained in force solely by the payment of shut in gas royalty for any one period in excess of two (2) years, consecutive or otherwise.
- 12. When preparing development locations, the top soil 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.
- 13. A sufficient dike shall be placed around tank batteries. Also 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 agrees to comply with all applicable Federal, State and Local laws and regulations.
- 14. Lessee or assigns will consult with Lessor as to the location of all roads on the property and will locate roads so as to minimize interference with farming operations.
- 15. The lands covered hereby are not presently irrigated by the use of an overhead sprinkler system. Should the Lessor install hereafter, at the sole cost of the Lessor, Lessee's operation and equipment shall be reconstructed in such a manner as to not interfere with Lessor's farming or irrigation operations on said land. Lessee's operations and equipment for production will be placed on this land at places, or at such height and level, which will permit the irrigation sprinklers to normally operate on this land. If the property is irrigated, during growing season Lessee shall conduct no drilling, completion or rework operations without written consent of the Lessor which consent shall not be unreasonably withheld. No pits will be dug in the sprinkler wheel tracks.
- 16. Lessee agrees to furnish Lessor promptly, upon written request, a true copy of all of the following information pertaining to the leased premises or land unitized therewith, copies of any filings made to the Kansas Corporation Commission.

17. It is agreed and understood that each of the above described tracts shall be treated as separate leases and one tract shall not hold the other tracts by its production beyond the primary term or extension thereof and each tract shall be subject to all other terms and provisions herein.

Signed for Identification:

Panek Ranch, LLC

Jane Str X:

Nicholas Panek, Member

220 X:

Travis Panek, Member

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### ASSIGNMENT OF OIL AND GAS LEASES

### KNOW ALL MEN BY THESE PRESENTS:

THAT <u>David A. Barker</u>, hereinafter called Assignor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, convey, and set over unto <u>Quail Oil and Gas LC</u>, hereinafter called Assignee, all right, title and interest, subject to the overriding royalty reservation hereinafter set out, in and to those oil and gas mining leases, all located in <u>PRATT COUNTY</u> <u>KANSAS</u>, which said leases are listed and shown on Exhibit "A" attached hereto and made a part hereof, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

The Assignor herein expressly excepts, reserves, and retains title to an undivided <u>1/16 th of 7/8 ths</u>, of all oil, gas and casinghead gas produced, saved and marketed from the above described land under the provisions of the aforesaid leases, or any extension or renewal thereof, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom. The assignment is made without covenants of warranty, either express or

implied.

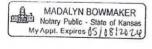
EXECUTED THIS 17th day of January, 2024

vin A. Baler

### STATE OF KANSAS COUNTY OF SEDGWICK

The foregoing instrument was acknowledged before me this <u>17th</u> day of <u>January</u>, 2024, by <u>David A. Barker</u>.

My commission expires: 05 08 2020



- Notary Public



Register of Deeds Pratt County, Kansas Sherry L. Wenrich Book: 532 Page: 451-454 Receipt #: 41526 Total Fees: 472.00 Pages Recorded: 4 Date Recorded: 2/5/2024 1:05:21 PM

LESSOR	LESSEE	LEGAL	LEASE DATE	ACRES (more or less)	BOOK & PAGE
Steve W. Randle and Nicole Andrea Randle, Trustees of the Randle Family Revocable Trust, dated the 17 <sup>th</sup> day of March, 2022	David A. Barker	Township 29 South, Range 11 West Section 10: E/2SE/4	08-18-2022	80/3years	B522, P521- 523
Trevor Simons and Lynn Simons, Trustees of the Trevor and Lynn Simons Revocable Trust, dated Nov. 25, 2019	David A. Barker	Township 29 South. Range 11 West Section 14: SE/4	09-27-2022	160/3 years	B521 P236- 238
Nicholas Panek and Travis Panek, Members of Panek Ranch, LLC	David A. Barker	Township 29 South. Range 11 West Section 11: W/2, Section 14: W/2	07-25-2022	640/3 years	8520 p 79- 83
Allan A. Schnitker and Louise Schnittker, husband and wife	Panther Energy Inc.	Township 29 South. Range 11 West Section 24: NW/4	02-10-2023	160/3 years	B522, P577- 579
Kevin J. Vierthaler, and Sherry Vierthaler, a married couple.	David A. Barker	<u>Township 29 South, Range 11 West</u> Section 23: NE/4	12-05-2022	160/3 years	B521, P241- 243
Hiskett Family Properties, LLC, by Dennis Hildreth, Member	David A. Barker	Township 29 South, Range 11 West Section 23: NW/4-Tract #1, Section 22: E/2SE/4-Tract #2, Section 15: E/2SE/4-Tract #3	09-19-2022	320/ 3 years	BS20-P74- 78

EXHIBIT "A"

# OIL AND GAS LEASES

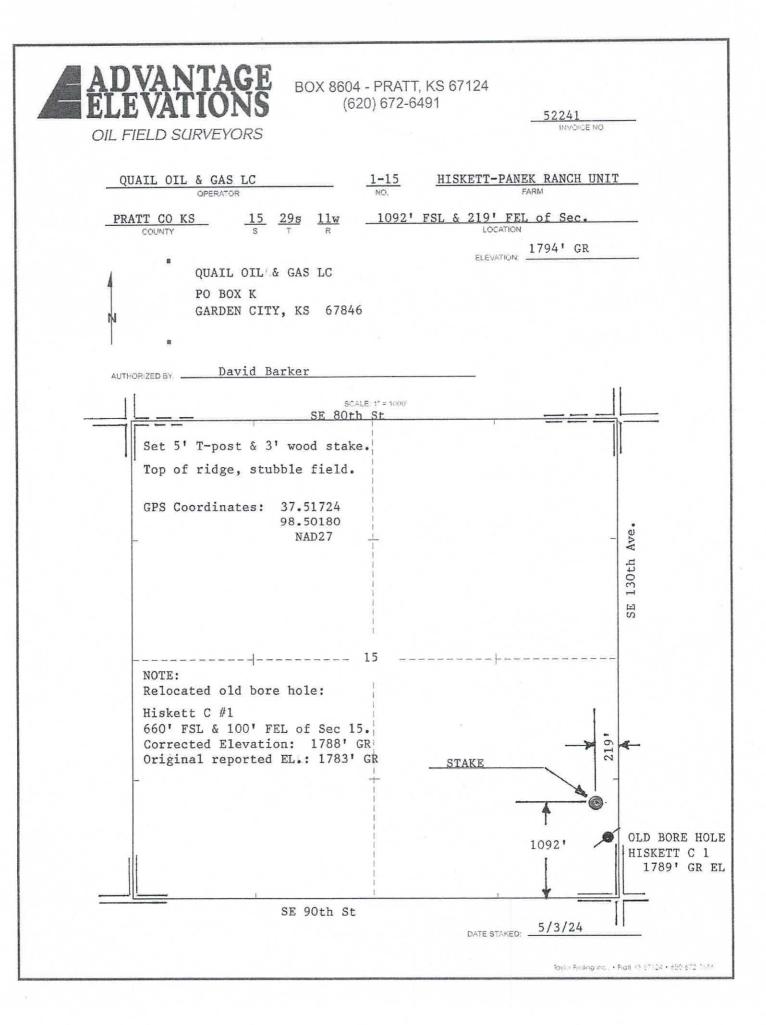
# STATE OF: KANSAS

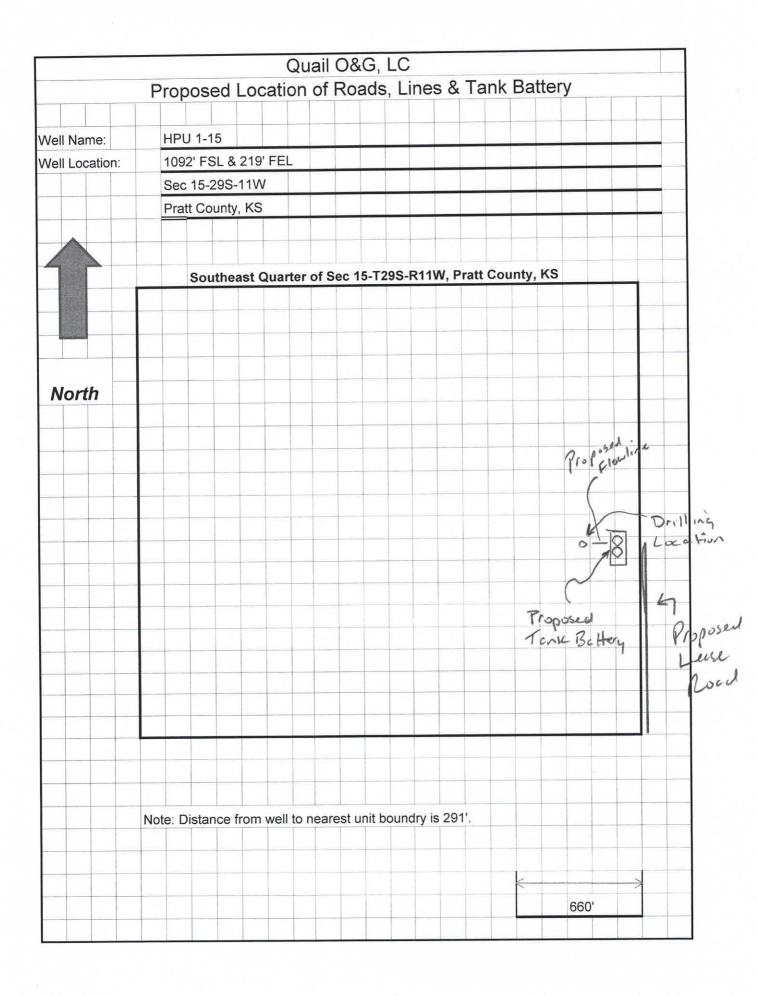
	Stanley W. Adelhardt and Renee Adelhardt, husband and wife	Dale R. Adelhardt, a/k/a Dale Adelhardt and Tanna L. Adelhardt, Trustees under the Dale Adelhardt and Tanna L. Adelhardt Living Trust, dated September 8, 2021	Scotty Wayne Branum and Denice L. Branum, husband and wife	Steven R. Vierthaler, a single man	Gay Simpson and Roger Simpson, a married couple	Kevin J. Vierthaler, and Sherry Vierthaler, a married couple.	Gayl Lynn Lee, a widowed woman	Trevor Simons and Lynn Simons, Trustees of the Trevor and Lynn Simons Revocable Trust, dated Nov. 25, 2019	Alan Theis and Jana Theis, a married couple	LESSOR
	David A. Barker	d David A. Barker e	, David A. Barker	David A. Barker	1 David A. Barker	David A. Barker	David A. Barker	of David A. Barker	David A. Barker	LESSEE
۲ ۲	Township 29 South, Range 11 West Section 10: E/2NE/4	Township 29 South, Range 11 West Section 10: E/2NE/4	Township 29 South, Range 11 West Section 22: E/2 NE/4,	Township 29 South, Range 11 West Section 23: S/2SE/4	Township 29 South, Range 11 West Section 23: SW/4	Township 29 South. Range 11 West Section 23: N/2SE/4	Township 29 South, Range 11 West Section 24: SW/4	Township 29 South. Range 11 West Section 25: NW/4	Township 29 South. Range 11 West Section 15: E/2NE/4	LEGAL
	02-23-2023	02-23-2023	08-02-2022	02-23-2023	02-14-2023	02-13-2023	02-08-2023	07-26-2023	01-06-2023	LEASE DATE
	80/3years	80/3years	80/3years	80/3 years	160/3 years	80/3 years	160/3 years	160/3 years	80/3 years	ACRES (more or less)
	B527 P56- 58	B527, P52- 54	B522 P572- 574	B527 P62- 64	B527 P65- 66	8527 P59- 61	BS22 pS16- 517	B527, P554- 556	B522, P518- 520	BOOK & PAGE

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	Section 10: E/2NE/4		wife	
02-23-2023 80/3 years	David A. Barker Township 29 South, Range 11 West	David A. Barker	Joe Adelhardt and Jane Adelhardt, husband and	





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

Andrew J. French, Chairperson Dwight D. Keen, Commissioner Annie Kuether, Commissioner May 22, 2024

> Wray Valentine Quail Oil & Gas, LC PO BOX K PO BOX K GARDEN CITY, KS 67846-9633

Re: Drilling Pit Application HPU 1-15 SE/4 Sec.15-29S-11W Pratt County, Kansas

**Dear Wray Valentine:** 

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 <u>without slots</u>, the bottom shall be flat and reasonably level and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as the Hutchinson Salt section has been drilled through and displacement of the fluids into the reserve pit has occurred. The fluids should be removed again within 72 hours after drilling operations have ceased.

KEEP PITS away from draw/drainage. KEEP PITS on any except, East side of stake.

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

The fluids should be taken to an authorized disposal well. Please call the District Office at (620) 682-7933 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

A copy of this letter should be posted in the doghouse along with the approved Intent to **Drill**. If you have any questions or concerns please feel free to contact the District Office at (620) 682-7933.



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

Laura Kelly, Governor