

For KCC Use:

Effective Date: \_\_\_\_\_

District # \_\_\_\_\_

SGA?  Yes  No

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form C-1

March 2010

Form must be Typed  
Form must be Signed  
All blanks must be Filled

NOTICE OF INTENT TO DRILL

Must be approved by KCC five (5) days prior to commencing well

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Expected Spud Date: \_\_\_\_\_  
month day year

OPERATOR: License# \_\_\_\_\_

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

CONTRACTOR: License# \_\_\_\_\_

Name: \_\_\_\_\_

Well Drilled For:

Well Class:

Type Equipment:

- |                                                     |                                   |                                    |                                     |
|-----------------------------------------------------|-----------------------------------|------------------------------------|-------------------------------------|
| <input type="checkbox"/> Oil                        | <input type="checkbox"/> Enh Rec  | <input type="checkbox"/> Infield   | <input type="checkbox"/> Mud Rotary |
| <input type="checkbox"/> Gas                        | <input type="checkbox"/> Storage  | <input type="checkbox"/> Pool Ext. | <input type="checkbox"/> Air Rotary |
|                                                     | <input type="checkbox"/> Disposal | <input type="checkbox"/> Wildcat   | <input type="checkbox"/> Cable      |
| <input type="checkbox"/> Seismic ; _____ # of Holes | <input type="checkbox"/> Other    |                                    |                                     |
| <input type="checkbox"/> Other: _____               |                                   |                                    |                                     |

If OWWO: old well information as follows:

Operator: \_\_\_\_\_

Well Name: \_\_\_\_\_

Original Completion Date: \_\_\_\_\_ Original Total Depth: \_\_\_\_\_

Directional, Deviated or Horizontal wellbore?  Yes  No

If Yes, true vertical depth: \_\_\_\_\_

Bottom Hole Location: \_\_\_\_\_

KCC DKT #: \_\_\_\_\_

Spot Description: \_\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  E  W  
(Q/Q/Q/Q) \_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Is SECTION:  Regular  Irregular?

(Note: Locate well on the Section Plat on reverse side)

County: \_\_\_\_\_

Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

Field Name: \_\_\_\_\_

Is this a Prorated / Spaced Field?  Yes  No

Target Formation(s): \_\_\_\_\_

Nearest Lease or unit boundary line (in footage): \_\_\_\_\_

Ground Surface Elevation: \_\_\_\_\_ feet MSL

Water well within one-quarter mile:  Yes  No

Public water supply well within one mile:  Yes  No

Depth to bottom of fresh water: \_\_\_\_\_

Depth to bottom of usable water: \_\_\_\_\_

Surface Pipe by Alternate:  I  II

Length of Surface Pipe Planned to be set: \_\_\_\_\_

Length of Conductor Pipe (if any): \_\_\_\_\_

Projected Total Depth: \_\_\_\_\_

Formation at Total Depth: \_\_\_\_\_

Water Source for Drilling Operations:

Well  Farm Pond  Other: \_\_\_\_\_

DWR Permit #: \_\_\_\_\_

(Note: Apply for Permit with DWR  )

Will Cores be taken?  Yes  No

If Yes, proposed zone: \_\_\_\_\_

AFFIDAVIT

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq.

It is agreed that the following minimum requirements will be met:

1. Notify the appropriate district office **prior** to spudding of well;
2. A copy of the approved notice of intent to drill **shall be** posted on each drilling rig;
3. The minimum amount of surface pipe as specified below **shall be set** by circulating cement to the top; in all cases surface pipe **shall be set** through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.
4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary **prior to plugging**;
5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within **120 DAYS** of spud date. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing must be completed within 30 days of the spud date or the well shall be plugged. **In all cases, NOTIFY district office** prior to any cementing.

Submitted Electronically

**For KCC Use ONLY**

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

Conductor pipe required \_\_\_\_\_ feet

Minimum surface pipe required \_\_\_\_\_ feet per ALT.  I  II

Approved by: \_\_\_\_\_

**This authorization expires:** \_\_\_\_\_  
(This authorization void if drilling not started within 12 months of approval date.)

Spud date: \_\_\_\_\_ Agent: \_\_\_\_\_

Remember to:

- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.

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

E  
 W

**For KCC Use ONLY**

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

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

In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator: \_\_\_\_\_

Lease: \_\_\_\_\_

Well Number: \_\_\_\_\_

Field: \_\_\_\_\_

Number of Acres attributable to well: \_\_\_\_\_

QTR/QTR/QTR/QTR of acreage: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Location of Well: County: \_\_\_\_\_

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  E  W

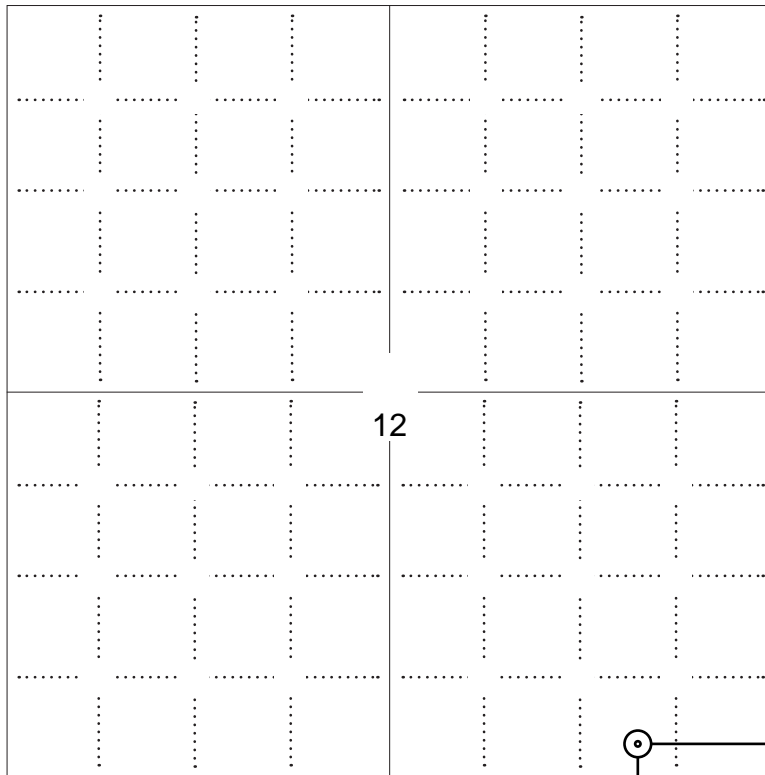
Is Section:  Regular or  Irregular

**If Section is Irregular, locate well from nearest corner boundary.**

Section corner used:  NE  NW  SE  SW

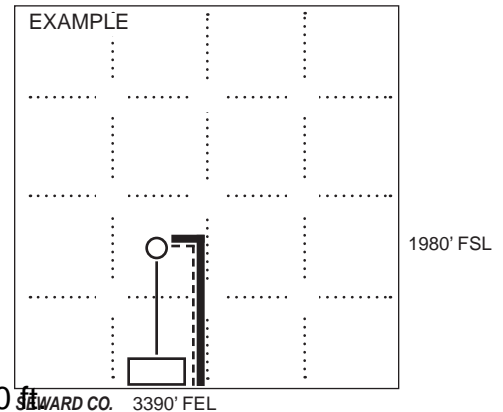
**PLAT**

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032). You may attach a separate plat if desired.



**LEGEND**

- Well Location
- Tank Battery Location
- Pipeline Location
- Electric Line Location
- Lease Road Location



**NOTE: In all cases locate the spot of the proposed drilling location.**

233 ft.

**In plotting the proposed location of the well, you must show:**

1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
3. The distance to the nearest lease or unit boundary line (in footage).
4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.

**KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION  
APPLICATION FOR SURFACE PIT**

Form CDP-1  
May 2010  
Form must be Typed

*Submit in Duplicate*

Operator Name: _____		License Number: _____	
Operator Address: _____			
Contact Person: _____		Phone Number: _____	
Lease Name & Well No.: _____		Pit Location (QQQQ): _____ - _____ - _____ - _____	
Type of Pit: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How is the pit lined if a plastic liner is not used?		_____	
Pit dimensions (all but working pits):    _____ Length (feet)    _____ Width (feet) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) <input type="checkbox"/> No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit: _____ feet    Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input type="checkbox"/> KDWR	
<b>Emergency, Settling and Burn Pits ONLY:</b> Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Drilling, Workover and Haul-Off Pits ONLY:</b> Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ _____ Drill pits must be closed within 365 days of spud date.	
<h2>Submitted Electronically</h2>			

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

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1  
July 2021  
**Form Must Be Typed**  
**Form must be Signed**  
**All blanks must be Filled**

**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

*This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.*

Select the corresponding form being filed:  C-1 (Intent)  CB-1 (Cathodic Protection Borehole Intent)  T-1 (Transfer)  CP-1 (Plugging Application)

OPERATOR: License # \_\_\_\_\_  
Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_  
Email Address: \_\_\_\_\_

Well Location:  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West  
County: \_\_\_\_\_  
Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

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

**Surface Owner Information:**

Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

*When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.*

*If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.*

**Select one of the following:**

- I certify that, pursuant to the Kansas Surface Owner Notice Act (see Chapter 55 of the Kansas Statutes Annotated), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

I Submitted Electronically

I



State of Kansas, Gray County  
This instrument filed  
04/05/2023 at 11:23 AM  
Book 103 Page 164-167  
Fee: \$72.00

*Renee L Shrinier*

Renee L Shrinier, Register of Deeds

When Recorded, Return To:  
Raymond Oil Company, Inc.  
P.O. Box 48788  
Wichita, KS 67201-8878

**OIL AND GAS LEASE**

AGREEMENT, made and entered into this 22nd day of March, 2023, by and between Roger W. Yost and Marilee J. Yost, husband and wife whose mailing address is 21505 8 Road, Montezuma, KS 67867, hereinafter called lessor (whether one or more), and Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201, hereinafter called lessee.

1. Lessor, in consideration of Ten Dollars (\$ 10.00) and more, in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, underground 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 temporary 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 Gray, State of Kansas, described as follows, to wit:

**Township 27 South, Range 30 West**

- Tract #1: Section 12: SW/4    SS1 # 5020
- Tract #2: Section 12: SE/4    SS1 # 5030
- Tract #3: Section 12: NW/4    SS1 # 5040
- Tract #4: Section 13: NE/4    SS1 # 5050
- Tract #5: Section 13: SE/4    SS1 # 5060

In Section XXXX, Township XXXX, Range XXXX and containing 800.00 Gross Acres, more or less, and all accretions thereto.

2. Subject to the provisions herein contained, this lease shall remain in force for a term of Three (3) years from **this date** (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.
3. In consideration of these premises lessee covenants and agrees:
  - a. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
  - b. To pay lessor for gas of whatsoever nature or kind produced and sold or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.
4. 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.
5. 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 to lessor only in the proportion which lessor's interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil and water produced on the leased premises for lessee's operations thereon, except water from wells of lessor.
7. When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.
8. No well shall be drilled nearer than 200 feet to a house or barn now on said premises without the written consent of the lessor.
9. Lessee shall pay for all damages caused by lessee's operations to growing crops on said land.
10. 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.
11. 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 lands or assignment of rentals or royalties shall be binding on 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.

12. 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.
13. 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.
14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this leases is made, as recited herein.
15. 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 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated, an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.
16. If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of **Twenty Dollars (\$20.00)** 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 **Two (2)** year(s) from the end of the primary term hereof. 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.

17. Lessee, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commencing operations.
18. Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and restoring terraces disturbed by operations.
19. If any part of the leased premises are subject to or enrolled in the Conservation Reserve Program, Lessee shall reseed to grass all acres thereof affected by Lessee's operations and hold Lessor harmless from penalties or liquidated damages assessed under the Conservation Reserve Program as a result of Lessee's operations.
20. It is understood and agreed by Lessor and Lessee that this lease shall be treated as a separate lease for each of the above-described tracts.

**SEE ADDENDUM TO OIL AND GAS LEASE ATTACHED HERETO AND MADE A PART HEREOF**

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

X: *Roger W Yost*  
 Roger W. Yost

X: *Marilee J. Yost*  
 Marilee J. Yost

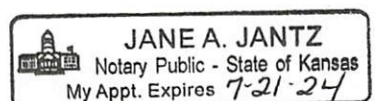
STATE OF Kansas )  
 )  
 COUNTY OF Gray )

ss: Acknowledgment for Individual (KS, OK, CO)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 30<sup>th</sup> day of March, 2023, personally appeared **Roger W. Yost and Marilee J. Yost, husband and wife** to me personally known to be the identical person(s) who executed the within foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act(s) and deed(s) for the uses and purposes therein set forth.

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

*Jane A. Jantz*  
 Notary Public  
 My commission expires: 7-21-24



## ADDENDUM TO OIL AND GAS LEASE

**THIS ADDENDUM** is an essential part of that certain oil and gas lease dated March 22<sup>nd</sup>, 2023, between **ROGER W. YOST and MARILEE J. YOST, husband and wife** as **LESSOR** and **RAYMOND OIL COMPANY, INC.** as **LESSEE**, covering the following described real estate situate in Gray County, Kansas:

**Township 27 South, Range 30 West**

Tract #1: Section 12: SW/4

Tract #2: Section 12: SE/4

Tract #3: Section 12: NW/4

Tract #4: Section 13: NE/4

Tract #5: Section 13: SE/4

and any conflict between the lease provisions printed on the attached form and the provisions provided in this addendum, shall be resolved in favor of the provisions contained herein, and the following provisions shall control.

1. Royalty, as that term is used and wherever it may appear in the above identified lease, shall refer to the net one-eighth (1/8th) portion of all mineral production from the leased premises, based upon the fair market value thereof, free of any and all costs into the pipeline or into or on-board any other means of transportation utilized by the purchaser thereof.

2. The rights, whether expressed or implied, acquired by Lessee hereunder to use any part of the surface of the leased premises are limited to an access road along such route as Lessor shall designate, that shall not be hard surfaced; an area of reasonable size for a well location and reasonable temporary adjacent area necessary for Lessee's drilling operations, together with the right to lay and maintain one gathering pipeline and one power line along and adjacent to the access road; and such area in the corners of the leased premises as shall be reasonably necessary for the location and construction of any and all other surface structures incident and necessary to Lessee's reasonable operations hereunder. All such rights acquired by Lessee hereunder shall be and remain subservient to the rights of Lessor to use the surface for all reasonable uses and operations incident to their farming and agriculturally related activities as now or hereafter conducted on the leased premises.

3. Lessor reserves all rights to grant, lease, mine and/or produce and market any and all other minerals from said lands except interests in gas and oil and their constituent products herein leased to Lessee. Nothing herein will preclude Lessor from leasing for wind-turbine-electrical purposes in which event Lessor agrees such installations shall not interfere with Lessee's operations.

4. Lessee shall pay for all actual permanent damages caused by Lessee in its operations hereunder to any buildings, fences, roads, culverts, merchantable timber, growing crops, or any other improvements, or to livestock on the leased premises. If Lessor is the surface owner, then Lessee agrees to pay to Lessor Two-Thousand Dollars (\$2,000.00) per well location prior to spudding the well for damages caused or created by reason of the reasonable and customary ingress, egress, drilling, completion, production and maintenance operations associated with the well and facilities, and Ten Dollars (\$10.00) per rod for any pipeline or electrical crossing or road easement damages. In the event Lessee uses existing roads of surface owner, Lessee shall maintain such roads. Upon Lessor's request, Lessee shall fence the well site to turn livestock. If damages exceed such amounts, Lessee shall pay Lessor for any additional damages.

5. At such time as Lessee desires to commence drilling operations thereon, Lessee shall consult with Lessor in regard to and shall conduct its operations in such a manner as will least disturb, interfere with, or damage Lessor's irrigations system or the surface contours of the leased premises. Lessee shall promptly restore any damage caused by it to any irrigation system and/or surface contours to their former condition as nearly as possible including restoration of topsoil. In the event of production and continued use of the surface, Lessee will restore or prepare the surface so that Lessee's use thereof will not prohibit use of remaining ground. Lessee shall consult with Lessor in regard to the route of ingress and egress on said premises for the purposes of drilling and production as to use of the surface for such ingress and egress. No seismographing operations shall be had on the leased premises without the agreement of Lessor as to the timing of when Lessee or Lessee's agents may enter the premises for conducting such operations so as to cause the least amount of damage to the premises.

6. Lessee covenants not to interfere with any center pivot irrigation system now or hereafter installed upon the leased premises. When requested by Lessor, his heirs, successors or assigns, Lessee shall immediately install and place in operation a "low profile pumping unit".

7. Notwithstanding anything contained in this lease to the contrary, this lease shall terminate one (1) year after expiration of the primary term hereinabove stated as to any and all zones or strata below the deepest zone penetrated by Lessee with regard to this land or with regard to any land unitized with the above described land. Provided however, production from land unitized with the above described land, shall be considered production from the above described land as to the zone or strata so producing.

8. Lessee shall pay as shut-in royalty payment within the time provided, a sum equal to \$10.00 per year per net mineral acre owned by Lessor, commencing one hundred eighty (180) days after any well is shut-in and such payment due Lessor may be made direct. Shut-in royalty payments hereunder shall not extend beyond a period of 730 cumulative days. Thereafter, said well or wells shall be deemed abandoned and surrendered to Lessor. This limitation shall not reduce or increase the primary term of this lease.

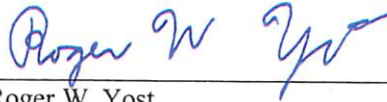
9. The use of water provided for hereunder is limited to use for drilling operations on the leased premises only. Fresh water from the leased premises shall not be used for the purpose of water flooding or injection in any water flooding program or program for secondary recovery. No well shall be used as a salt water disposal well without the written consent of Lessor and the payment to Lessor of such compensation as Lessor shall determine.

10. Lessee agrees to conduct its operations in strict compliance with all federal, state, and local environmental, health, and safety laws and will protect, indemnify, hold harmless, and defend Lessor against any claim, demand, cost, liability, loss, or damage suffered by Lessor, including reasonable attorney fees and litigation costs, arising out of or associated in any way with activities conducted by Lessee (or those having a contractual relationship with Lessee) on or impacting the leased land. Lessee's indemnity also includes any environmental problem associated with oil and gas exploration, drilling, development, production, treating, storage, transportation, marketing, processing, abandonment, and related activities at any site existing on the leased land as of the effective date of this lease. Lessee's obligations created hereby are continuing obligations which will continue in effect, and be enforceable by Lessor, even after the lease terminates or otherwise ceases to burden the leased land.

11. Regardless of the fact that Lessor's land is leased together in one Block and not by separate quarter sections, production under this lease shall only hold that particular drilling unit tract provided herein, or such other drilling unit tract as may be provided by the KCC, so that upon expiration of the Primary Term of this lease, or any extensions thereof, this lease shall expire as to all lands not then included in a producing drilling and spacing unit.

**THIS LEASE AND ADDENDUM**, and all of its terms, conditions and covenants shall extend to and be binding upon the parties, their heirs, successors, administrators, executors, trustees, legal and personal representatives and assigns.

**IN WITNESS WHEREOF**, Lessors have hereunto set their hands the day and year hereinabove stated, for identification purposes.



\_\_\_\_\_  
Roger W. Yost



\_\_\_\_\_  
Marilee J. Yost





State of Kansas, Gray County  
This instrument filed  
04/05/2023 at 11:26 AM  
Book 103 Page 168-171  
Fee: \$72.00

*Renee L Shrinier*

Renee L Shrinier, Register of Deeds

When Recorded, Return To:  
Raymond Oil Company, Inc.  
P.O. Box 48788  
Wichita, KS 67201-8878

**OIL AND GAS LEASE**

AGREEMENT, made and entered into this 22nd day of March, 2023, by and between Glen D. Yost and Lorna J. Yost, husband and wife whose mailing address is 14338 Nature Rd., West Union, IA 52175, hereinafter called lessor (whether one or more), and Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201, hereinafter called lessee.

1. Lessor, in consideration of Ten Dollars (\$ 10.00) and more, in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, underground 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 temporary 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 Gray, State of Kansas, described as follows, to wit:

**Township 27 South, Range 30 West**

- Tract #1: Section 12: SW/4 SS1 #5021
- Tract #2: Section 12: SE/4 SS1 #5031
- Tract #3: Section 12: NW/4 SS1 #5041
- Tract #4: Section 13: NE/4 SS1 #5051
- Tract #5: Section 13: SE/4 SS1 #5061

In Section XXXX, Township XXXX, Range XXXX and containing 800.00 Gross Acres, more or less, and all accretions thereto.

2. Subject to the provisions herein contained, this lease shall remain in force for a term of Three (3) years from **this date** (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.
3. In consideration of these premises lessee covenants and agrees:
  - a. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal **one-eighth (1/8)** part of all oil produced and saved from the leased premises.
  - b. To pay lessor for gas of whatsoever nature or kind produced and sold or used off the premises, or used in the manufacture of any products therefrom, **one-eighth (1/8)**, at the market price at the well, (but, as to gas sold by lessee, in no event more than **one-eighth (1/8)** of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.
4. 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.
5. 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 to lessor only in the proportion which lessor's interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil and water produced on the leased premises for lessee's operations thereon, except water from wells of lessor.
7. When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.
8. No well shall be drilled nearer than 200 feet to a house or barn now on said premises without the written consent of the lessor.
9. Lessee shall pay for all damages caused by lessee's operations to growing crops on said land.
10. 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.
11. 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 lands or assignment of rentals or royalties shall be binding on 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.~~



## ADDENDUM TO OIL AND GAS LEASE

**THIS ADDENDUM** is an essential part of that certain oil and gas lease dated **March 22<sup>nd</sup>, 2023**, between **GLEN D. YOST and LORNA J. YOST, husband and wife** as **LESSOR** and **RAYMOND OIL COMPANY, INC.** as **LESSEE**, covering the following described real estate situate in Gray County, Kansas:

**Township 27 South, Range 30 West**

Tract #1: Section 12: SW/4

Tract #2: Section 12: SE/4

Tract #3: Section 12: NW/4

Tract #4: Section 13: NE/4

Tract #5: Section 13: SE/4

and any conflict between the lease provisions printed on the attached form and the provisions provided in this addendum, shall be resolved in favor of the provisions contained herein, and the following provisions shall control.

1. Royalty, as that term is used and wherever it may appear in the above identified lease, shall refer to the net one-eighth (1/8th) portion of all mineral production from the leased premises, based upon the fair market value thereof, free of any and all costs into the pipeline or into or on-board any other means of transportation utilized by the purchaser thereof.

2. The rights, whether expressed or implied, acquired by Lessee hereunder to use any part of the surface of the leased premises are limited to an access road along such route as Lessor shall designate, that shall not be hard surfaced; an area of reasonable size for a well location and reasonable temporary adjacent area necessary for Lessee's drilling operations, together with the right to lay and maintain one gathering pipeline and one power line along and adjacent to the access road; and such area in the corners of the leased premises as shall be reasonably necessary for the location and construction of any and all other surface structures incident and necessary to Lessee's reasonable operations hereunder. All such rights acquired by Lessee hereunder shall be and remain subservient to the rights of Lessor to use the surface for all reasonable uses and operations incident to their farming and agriculturally related activities as now or hereafter conducted on the leased premises.

3. Lessor reserves all rights to grant, lease, mine and/or produce and market any and all other minerals from said lands except interests in gas and oil and their constituent products herein leased to Lessee. Nothing herein will preclude Lessor from leasing for wind-turbine-electrical purposes in which event Lessor agrees such installations shall not interfere with Lessee's operations.

4. Lessee shall pay for all actual permanent damages caused by Lessee in its operations hereunder to any buildings, fences, roads, culverts, merchantable timber, growing crops, or any other improvements, or to livestock on the leased premises. If Lessor is the surface owner, then Lessee agrees to pay to Lessor Two-Thousand Dollars (\$2,000.00) per well location prior to spudding the well for damages caused or created by reason of the reasonable and customary ingress, egress, drilling, completion, production and maintenance operations associated with the well and facilities, and Ten Dollars (\$10.00) per rod for any pipeline or electrical crossing or road easement damages. In the event Lessee uses existing roads of surface owner, Lessee shall maintain such roads. Upon Lessor's request, Lessee shall fence the well site to turn livestock. If damages exceed such amounts, Lessee shall pay Lessor for any additional damages.

5. At such time as Lessee desires to commence drilling operations thereon, Lessee shall consult with Lessor in regard to and shall conduct its operations in such a manner as will least disturb, interfere with, or damage Lessor's irrigations system or the surface contours of the leased premises. Lessee shall promptly restore any damage caused by it to any irrigation system and/or surface contours to their former condition as nearly as possible including restoration of topsoil. In the event of production and continued use of the surface, Lessee will restore or prepare the surface so that Lessee's use thereof will not prohibit use of remaining ground. Lessee shall consult with Lessor in regard to the route of ingress and egress on said premises for the purposes of drilling and production as to use of the surface for such ingress and egress. No seismographing operations shall be had on the leased premises without the agreement of Lessor as to the timing of when Lessee or Lessee's agents may enter the premises for conducting such operations so as to cause the least amount of damage to the premises.

6. Lessee covenants not to interfere with any center pivot irrigation system now or hereafter installed upon the leased premises. When requested by Lessor, his heirs, successors or assigns, Lessee shall immediately install and place in operation a "low profile pumping unit".

7. Notwithstanding anything contained in this lease to the contrary, this lease shall terminate one (1) year after expiration of the primary term hereinabove stated as to any and all zones or strata below the deepest zone penetrated by Lessee with regard to this land or with regard to any land unitized with the above described land. Provided however, production from land unitized with the above described land, shall be considered production from the above described land as to the zone or strata so producing.

8. Lessee shall pay as shut-in royalty payment within the time provided, a sum equal to \$10.00 per year per net mineral acre owned by Lessor, commencing one hundred eighty (180) days after any well is shut-in and such payment due Lessor may be made direct. Shut-in royalty payments hereunder shall not extend beyond a period of 730 cumulative days. Thereafter, said well or wells shall be deemed abandoned and surrendered to Lessor. This limitation shall not reduce or increase the primary term of this lease.

9. The use of water provided for hereunder is limited to use for drilling operations on the leased premises only. Fresh water from the leased premises shall not be used for the purpose of water flooding or injection in any water flooding program or program for secondary recovery. No well shall be used as a salt water disposal well without the written consent of Lessor and the payment to Lessor of such compensation as Lessor shall determine.

10. Lessee agrees to conduct its operations in strict compliance with all federal, state, and local environmental, health, and safety laws and will protect, indemnify, hold harmless, and defend Lessor against any claim, demand, cost, liability, loss, or damage suffered by Lessor, including reasonable attorney fees and litigation costs, arising out of or associated in any way with activities conducted by Lessee (or those having a contractual relationship with Lessee) on or impacting the leased land. Lessee's indemnity also includes any environmental problem associated with oil and gas exploration, drilling, development, production, treating, storage, transportation, marketing, processing, abandonment, and related activities at any site existing on the leased land as of the effective date of this lease. Lessee's obligations created hereby are continuing obligations which will continue in effect, and be enforceable by Lessor, even after the lease terminates or otherwise ceases to burden the leased land.

11. Regardless of the fact that Lessor's land is leased together in one Block and not by separate quarter sections, production under this lease shall only hold that particular drilling unit tract provided herein, or such other drilling unit tract as may be provided by the KCC, so that upon expiration of the Primary Term of this lease, or any extensions thereof, this lease shall expire as to all lands not then included in a producing drilling and spacing unit.

**THIS LEASE AND ADDENDUM**, and all of its terms, conditions and covenants shall extend to and be binding upon the parties, their heirs, successors, administrators, executors, trustees, legal and personal representatives and assigns.

**IN WITNESS WHEREOF**, Lessors have hereunto set their hands the day and year hereinabove stated, for identification purposes.

  
\_\_\_\_\_  
Glen D. Yost

  
\_\_\_\_\_  
Lorna J. Yost



State of Kansas, Gray County  
This instrument filed  
04/05/2023 at 11:29 AM  
Book 103 Page 172-175  
Fee: \$72.00

*Renee L Shrinier*

Renee L Shrinier, Register of Deeds

When Recorded, Return To:  
Raymond Oil Company, Inc.  
P.O. Box 48788  
Wichita, KS 67201-8878

**OIL AND GAS LEASE**

AGREEMENT, made and entered into this 22nd day of March, 2023, by and between Verlyn D. Yost and Nola R. Yost, husband and wife whose mailing address is 25304 10 Road, Montezuma, KS 67867, hereinafter called lessor (whether one or more), and Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201, hereinafter called lessee.

1. Lessor, in consideration of Ten Dollars (\$ 10.00) and more, in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, underground 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 temporary 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 Gray, State of Kansas, described as follows, to wit:

**Township 27 South, Range 30 West**

- Tract #1: Section 12: SW/4 SSI # 5022
- Tract #2: Section 12: SE/4 SSI # 5032
- Tract #3: Section 12: NW/4 SSI # 5042
- Tract #4: Section 13: NE/4 SSI # 5052
- Tract #5: Section 13: SE/4 SSI # 5062

In Section XXXX, Township XXXX, Range XXXX and containing 800.00 Gross Acres, more or less, and all accretions thereto.

2. Subject to the provisions herein contained, this lease shall remain in force for a term of Three (3) years from **this date** (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.
3. In consideration of these premises lessee covenants and agrees:
  - a. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal **one-eighth (1/8)** part of all oil produced and saved from the leased premises.
  - b. To pay lessor for gas of whatsoever nature or kind produced and sold or used off the premises, or used in the manufacture of any products therefrom, **one-eighth (1/8)**, at the market price at the well, (but, as to gas sold by lessee, in no event more than **one-eighth (1/8)** of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.
4. 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.
5. 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 to lessor only in the proportion which lessor's interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil and water produced on the leased premises for lessee's operations thereon, except water from wells of lessor.
7. When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.
8. No well shall be drilled nearer than 200 feet to a house or barn now on said premises without the written consent of the lessor.
9. Lessee shall pay for all damages caused by lessee's operations to growing crops on said land.
10. 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.
11. 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 lands or assignment of rentals or royalties shall be binding on 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.



## ADDENDUM TO OIL AND GAS LEASE

**THIS ADDENDUM** is an essential part of that certain oil and gas lease dated **March 22<sup>nd</sup>, 2023**, between **VERLYN D. YOST and NOLA R. YOST, husband and wife as LESSOR** and **RAYMOND OIL COMPANY, INC. as LESSEE**, covering the following described real estate situate in Gray County, Kansas:

**Township 27 South, Range 30 West**

Tract #1: Section 12: SW/4

Tract #2: Section 12: SE/4

Tract #3: Section 12: NW/4

Tract #4: Section 13: NE/4

Tract #5: Section 13: SE/4

and any conflict between the lease provisions printed on the attached form and the provisions provided in this addendum, shall be resolved in favor of the provisions contained herein, and the following provisions shall control.

1. Royalty, as that term is used and wherever it may appear in the above identified lease, shall refer to the net one-eighth (1/8th) portion of all mineral production from the leased premises, based upon the fair market value thereof, free of any and all costs into the pipeline or into or on-board any other means of transportation utilized by the purchaser thereof.

2. The rights, whether expressed or implied, acquired by Lessee hereunder to use any part of the surface of the leased premises are limited to an access road along such route as Lessor shall designate, that shall not be hard surfaced; an area of reasonable size for a well location and reasonable temporary adjacent area necessary for Lessee's drilling operations, together with the right to lay and maintain one gathering pipeline and one power line along and adjacent to the access road; and such area in the corners of the leased premises as shall be reasonably necessary for the location and construction of any and all other surface structures incident and necessary to Lessee's reasonable operations hereunder. All such rights acquired by Lessee hereunder shall be and remain subservient to the rights of Lessor to use the surface for all reasonable uses and operations incident to their farming and agriculturally related activities as now or hereafter conducted on the leased premises.

3. Lessor reserves all rights to grant, lease, mine and/or produce and market any and all other minerals from said lands except interests in gas and oil and their constituent products herein leased to Lessee. Nothing herein will preclude Lessor from leasing for wind-turbine-electrical purposes in which event Lessor agrees such installations shall not interfere with Lessee's operations.

4. Lessee shall pay for all actual permanent damages caused by Lessee in its operations hereunder to any buildings, fences, roads, culverts, merchantable timber, growing crops, or any other improvements, or to livestock on the leased premises. If Lessor is the surface owner, then Lessee agrees to pay to Lessor Two-Thousand Dollars (\$2,000.00) per well location prior to spudding the well for damages caused or created by reason of the reasonable and customary ingress, egress, drilling, completion, production and maintenance operations associated with the well and facilities, and Ten Dollars (\$10.00) per rod for any pipeline or electrical crossing or road easement damages. In the event Lessee uses existing roads of surface owner, Lessee shall maintain such roads. Upon Lessor's request, Lessee shall fence the well site to turn livestock. If damages exceed such amounts, Lessee shall pay Lessor for any additional damages.

5. At such time as Lessee desires to commence drilling operations thereon, Lessee shall consult with Lessor in regard to and shall conduct its operations in such a manner as will least disturb, interfere with, or damage Lessor's irrigations system or the surface contours of the leased premises. Lessee shall promptly restore any damage caused by it to any irrigation system and/or surface contours to their former condition as nearly as possible including restoration of topsoil. In the event of production and continued use of the surface, Lessee will restore or prepare the surface so that Lessee's use thereof will not prohibit use of remaining ground. Lessee shall consult with Lessor in regard to the route of ingress and egress on said premises for the purposes of drilling and production as to use of the surface for such ingress and egress. No seismographing operations shall be had on the leased premises without the agreement of Lessor as to the timing of when Lessee or Lessee's agents may enter the premises for conducting such operations so as to cause the least amount of damage to the premises.

6. Lessee covenants not to interfere with any center pivot irrigation system now or hereafter installed upon the leased premises. When requested by Lessor, his heirs, successors or assigns, Lessee shall immediately install and place in operation a "low profile pumping unit".

7. Notwithstanding anything contained in this lease to the contrary, this lease shall terminate one (1) year after expiration of the primary term hereinabove stated as to any and all zones or strata below the deepest zone penetrated by Lessee with regard to this land or with regard to any land unitized with the above described land. Provided however, production from land unitized with the above described land, shall be considered production from the above described land as to the zone or strata so producing.

8. Lessee shall pay as shut-in royalty payment within the time provided, a sum equal to \$10.00 per year per net mineral acre owned by Lessor, commencing one hundred eighty (180) days after any well is shut-in and such payment due Lessor may be made direct. Shut-in royalty payments hereunder shall not extend beyond a period of 730 cumulative days. Thereafter, said well or wells shall be deemed abandoned and surrendered to Lessor. This limitation shall not reduce or increase the primary term of this lease.

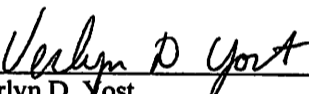
9. The use of water provided for hereunder is limited to use for drilling operations on the leased premises only. Fresh water from the leased premises shall not be used for the purpose of water flooding or injection in any water flooding program or program for secondary recovery. No well shall be used as a salt water disposal well without the written consent of Lessor and the payment to Lessor of such compensation as Lessor shall determine.

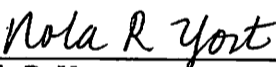
10. Lessee agrees to conduct its operations in strict compliance with all federal, state, and local environmental, health, and safety laws and will protect, indemnify, hold harmless, and defend Lessor against any claim, demand, cost, liability, loss, or damage suffered by Lessor, including reasonable attorney fees and litigation costs, arising out of or associated in any way with activities conducted by Lessee (or those having a contractual relationship with Lessee) on or impacting the leased land. Lessee's indemnity also includes any environmental problem associated with oil and gas exploration, drilling, development, production, treating, storage, transportation, marketing, processing, abandonment, and related activities at any site existing on the leased land as of the effective date of this lease. Lessee's obligations created hereby are continuing obligations which will continue in effect, and be enforceable by Lessor, even after the lease terminates or otherwise ceases to burden the leased land.

11. Regardless of the fact that Lessor's land is leased together in one Block and not by separate quarter sections, production under this lease shall only hold that particular drilling unit tract provided herein, or such other drilling unit tract as may be provided by the KCC, so that upon expiration of the Primary Term of this lease, or any extensions thereof, this lease shall expire as to all lands not then included in a producing drilling and spacing unit.

**THIS LEASE AND ADDENDUM**, and all of its terms, conditions and covenants shall extend to and be binding upon the parties, their heirs, successors, administrators, executors, trustees, legal and personal representatives and assigns.

**IN WITNESS WHEREOF**, Lessors have hereunto set their hands the day and year hereinabove stated, for identification purposes.

  
\_\_\_\_\_  
Verlyn D. Yost

  
\_\_\_\_\_  
Nola R. Yost





State of Kansas. Gray County  
This instrument filed  
04/19/2023 at 10:54 AM  
Book 103 Page 196-199  
Fee: \$72.00

*Renee L Shrinier*

Renee L Shrinier, Register of Deeds

When Recorded, Return To:  
Raymond Oil Company, Inc.  
P.O. Box 48788  
Wichita, KS 67201-8878

**OIL AND GAS LEASE**

AGREEMENT, made and entered into this 22nd day of March, 2023, by and between Roy G. Yost and Connie J. Yost, husband and wife whose mailing address is P.O. Box 333, Montezuma, KS 67867, hereinafter called lessor (whether one or more), and Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201, hereinafter called lessee.

1. Lessor, in consideration of Ten Dollars (\$ 10.00) and more, in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, underground 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 temporary 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 Gray, State of Kansas, described as follows, to wit:

**Township 27 South, Range 30 West**

- Tract #1: Section 12: SW/4 SSI # 5023
- Tract #2: Section 12: SE/4 SSI # 5033
- Tract #3: Section 12: NW/4 SSI # 5043
- Tract #4: Section 13: NE/4 SSI # 5053
- Tract #5: Section 13: SE/4 SSI # 5063

In Section XXXX, Township XXXX, Range XXXX and containing 800.00 Gross Acres, more or less, and all accretions thereto.

2. Subject to the provisions herein contained, this lease shall remain in force for a term of Three (3) years from this date (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.
3. In consideration of these premises lessee covenants and agrees:
  - a. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
  - b. To pay lessor for gas of whatsoever nature or kind produced and sold or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.
4. 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.
5. 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 to lessor only in the proportion which lessor's interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil and water produced on the leased premises for lessee's operations thereon, except water from wells of lessor.
7. When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.
8. No well shall be drilled nearer than 200 feet to a house or barn now on said premises without the written consent of the lessor.
9. Lessee shall pay for all damages caused by lessee's operations to growing crops on said land.
10. 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.
11. 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 lands or assignment of rentals or royalties shall be binding on 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.

SSI #5023 - 5063



## ADDENDUM TO OIL AND GAS LEASE

**THIS ADDENDUM** is an essential part of that certain oil and gas lease dated March 22<sup>nd</sup>, 2023, between **ROY G. YOST and CONNIE J. YOST, husband and wife** as LESSOR and **RAYMOND OIL COMPANY, INC.** as LESSEE, covering the following described real estate situate in Gray County, Kansas:

**Township 27 South, Range 30 West**

Tract #1: Section 12: SW/4

Tract #2: Section 12: SE/4

Tract #3: Section 12: NW/4

Tract #4: Section 13: NE/4

Tract #5: Section 13: SE/4

and any conflict between the lease provisions printed on the attached form and the provisions provided in this addendum, shall be resolved in favor of the provisions contained herein, and the following provisions shall control.

1. Royalty, as that term is used and wherever it may appear in the above identified lease, shall refer to the net one-eighth (1/8th) portion of all mineral production from the leased premises, based upon the fair market value thereof, free of any and all costs into the pipeline or into or on-board any other means of transportation utilized by the purchaser thereof.

2. The rights, whether expressed or implied, acquired by Lessee hereunder to use any part of the surface of the leased premises are limited to an access road along such route as Lessor shall designate, that shall not be hard surfaced; an area of reasonable size for a well location and reasonable temporary adjacent area necessary for Lessee's drilling operations, together with the right to lay and maintain one gathering pipeline and one power line along and adjacent to the access road; and such area in the corners of the leased premises as shall be reasonably necessary for the location and construction of any and all other surface structures incident and necessary to Lessee's reasonable operations hereunder. All such rights acquired by Lessee hereunder shall be and remain subservient to the rights of Lessor to use the surface for all reasonable uses and operations incident to their farming and agriculturally related activities as now or hereafter conducted on the leased premises.

3. Lessor reserves all rights to grant, lease, mine and/or produce and market any and all other minerals from said lands except interests in gas and oil and their constituent products herein leased to Lessee. Nothing herein will preclude Lessor from leasing for wind-turbine-electrical purposes in which event Lessor agrees such installations shall not interfere with Lessee's operations.

4. Lessee shall pay for all actual permanent damages caused by Lessee in its operations hereunder to any buildings, fences, roads, culverts, merchantable timber, growing crops, or any other improvements, or to livestock on the leased premises. If Lessor is the surface owner, then Lessee agrees to pay to Lessor Two-Thousand Dollars (\$2,000.00) per well location prior to spudding the well for damages caused or created by reason of the reasonable and customary ingress, egress, drilling, completion, production and maintenance operations associated with the well and facilities, and Ten Dollars (\$10.00) per rod for any pipeline or electrical crossing or road easement damages. In the event Lessee uses existing roads of surface owner, Lessee shall maintain such roads. Upon Lessor's request, Lessee shall fence the well site to turn livestock. If damages exceed such amounts, Lessee shall pay Lessor for any additional damages.

5. At such time as Lessee desires to commence drilling operations thereon, Lessee shall consult with Lessor in regard to and shall conduct its operations in such a manner as will least disturb, interfere with, or damage Lessor's irrigations system or the surface contours of the leased premises. Lessee shall promptly restore any damage caused by it to any irrigation system and/or surface contours to their former condition as nearly as possible including restoration of topsoil. In the event of production and continued use of the surface, Lessee will restore or prepare the surface so that Lessee's use thereof will not prohibit use of remaining ground. Lessee shall consult with Lessor in regard to the route of ingress and egress on said premises for the purposes of drilling and production as to use of the surface for such ingress and egress. No seismographing operations shall be had on the leased premises without the agreement of Lessor as to the timing of when Lessee or Lessee's agents may enter the premises for conducting such operations so as to cause the least amount of damage to the premises.

6. Lessee covenants not to interfere with any center pivot irrigation system now or hereafter installed upon the leased premises. When requested by Lessor, his heirs, successors or assigns, Lessee shall immediately install and place in operation a "low profile pumping unit".

7. Notwithstanding anything contained in this lease to the contrary, this lease shall terminate one (1) year after expiration of the primary term hereinabove stated as to any and all zones or strata below the deepest zone penetrated by Lessee with regard to this land or with regard to any land unitized with the above described land. Provided however, production from land unitized with the above described land, shall be considered production from the above described land as to the zone or strata so producing.

8. Lessee shall pay as shut-in royalty payment within the time provided, a sum equal to \$10.00 per year per net mineral acre owned by Lessor, commencing one hundred eighty (180) days after any well is shut-in and such payment due Lessor may be made direct. Shut-in royalty payments hereunder shall not extend beyond a period of 730 cumulative days. Thereafter, said well or wells shall be deemed abandoned and surrendered to Lessor. This limitation shall not reduce or increase the primary term of this lease.

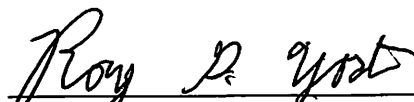
9. The use of water provided for hereunder is limited to use for drilling operations on the leased premises only. Fresh water from the leased premises shall not be used for the purpose of water flooding or injection in any water flooding program or program for secondary recovery. No well shall be used as a salt water disposal well without the written consent of Lessor and the payment to Lessor of such compensation as Lessor shall determine.

10. Lessee agrees to conduct its operations in strict compliance with all federal, state, and local environmental, health, and safety laws and will protect, indemnify, hold harmless, and defend Lessor against any claim, demand, cost, liability, loss, or damage suffered by Lessor, including reasonable attorney fees and litigation costs, arising out of or associated in any way with activities conducted by Lessee (or those having a contractual relationship with Lessee) on or impacting the leased land. Lessee's indemnity also includes any environmental problem associated with oil and gas exploration, drilling, development, production, treating, storage, transportation, marketing, processing, abandonment, and related activities at any site existing on the leased land as of the effective date of this lease. Lessee's obligations created hereby are continuing obligations which will continue in effect, and be enforceable by Lessor, even after the lease terminates or otherwise ceases to burden the leased land.

11. Regardless of the fact that Lessor's land is leased together in one Block and not by separate quarter sections, production under this lease shall only hold that particular drilling unit tract provided herein, or such other drilling unit tract as may be provided by the KCC, so that upon expiration of the Primary Term of this lease, or any extensions thereof, this lease shall expire as to all lands not then included in a producing drilling and spacing unit.

**THIS LEASE AND ADDENDUM**, and all of its terms, conditions and covenants shall extend to and be binding upon the parties, their heirs, successors, administrators, executors, trustees, legal and personal representatives and assigns.

**IN WITNESS WHEREOF**, Lessors have hereunto set their hands the day and year hereinabove stated, for identification purposes.

  
\_\_\_\_\_  
Roy G. Yost

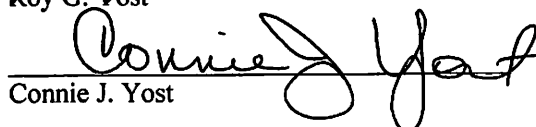
  
\_\_\_\_\_  
Connie J. Yost

PHOTO-COPIED  
INDEXED



State of Kansas. Gray County  
This instrument filed  
04/10/2023 at 11:16 AM  
Book 103 Page 180-183  
Fee: \$72.00

When Recorded, Return To:  
Raymond Oil Company, Inc.  
P.O. Box 48788  
Wichita, KS 67201-8878

*Mindy A. Faurst*  
Renee L Shriner, Register of Deeds

### OIL AND GAS LEASE

AGREEMENT, made and entered into this 22nd day of March, 2023, by and between Clayton R. Yost and Sherilyn J. Yost, as Trustees of the Clayton and Sherilyn Yost Trust dated June 23, 2008 whose mailing address is 102 S. Nite Street, Montezuma, KS 67867, hereinafter called lessor (whether one or more), and Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201, hereinafter called lessee.

1. Lessor, in consideration of Ten Dollars (\$ 10.00) and more, in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, underground 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 temporary 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 Gray, State of Kansas, described as follows, to wit:

**Township 27 South, Range 30 West**

Tract #1: Section 12: SW/4 SSI # 5024  
Tract #2: Section 12: SE/4 SSI # 5034  
Tract #3: Section 12: NW/4 SSI # 5044  
Tract #4: Section 13: NE/4 SSI # 5054  
Tract #5: Section 13: SE/4 SSI # 5064

- In Section XXXX, Township XXXX, Range XXXX and containing 800.00 Gross Acres, more or less, and all accretions thereto.
2. Subject to the provisions herein contained, this lease shall remain in force for a term of Three (3) years from **this date** (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.
  3. In consideration of these premises lessee covenants and agrees:
    - a. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal **one-eighth (1/8)** part of all oil produced and saved from the leased premises.
    - b. To pay lessor for gas of whatsoever nature or kind produced and sold or used off the premises, or used in the manufacture of any products therefrom, **one-eighth (1/8)**, at the market price at the well, (but, as to gas sold by lessee, in no event more than **one-eighth (1/8)** of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.
  4. 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.
  5. 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 to lessor only in the proportion which lessor's interest bears to the whole and undivided fee.
  6. Lessee shall have the right to use, free of cost, gas, oil and water produced on the leased premises for lessee's operations thereon, except water from wells of lessor.
  7. When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.
  8. No well shall be drilled nearer than 200 feet to a house or barn now on said premises without the written consent of the lessor.
  9. Lessee shall pay for all damages caused by lessee's operations to growing crops on said land.
  10. 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.
  11. 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 lands or assignment of rentals or royalties shall be binding on 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.

- 12. 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.
- 13. 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.
- 14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this leases is made, as recited herein.
- 15. 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 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated, an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.
- 16. If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of **Twenty Dollars (\$20.00)** 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 **Two (2)** year(s) from the end of the primary term hereof. 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.

- 17. Lessee, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commencing operations.
- 18. Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and restoring terraces disturbed by operations.
- 19. If any part of the leased premises are subject to or enrolled in the Conservation Reserve Program, Lessee shall reseed to grass all acres thereof affected by Lessee's operations and hold Lessor harmless from penalties or liquidated damages assessed under the Conservation Reserve Program as a result of Lessee's operations.
- 20. It is understood and agreed by Lessor and Lessee that this lease shall be treated as a separate lease for each of the above-described tracts.

SEE ADDENDUM TO OIL AND GAS LEASE ATTACHED HERETO AND MADE A PART HEREOF

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

the Clayton and Sherilyn Yost Trust dated June 23, 2008

X: Clayton R. Yost  
Clayton R. Yost, Trustee

X: Sherilyn J. Yost  
Sherilyn J. Yost, Trustee

STATE OF Kansas )  
 )  
COUNTY OF Gray )

ss: Acknowledgment for Individual (KS, OK, CO)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 1<sup>st</sup> day of April, 2023, personally appeared Clayton R. Yost and Sherilyn J. Yost, as Trustees of the Clayton and Sherilyn Yost Trust dated June 23, 2008 to me personally known to be the identical person(s) who executed the within foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act(s) and deed(s) for the uses and purposes therein set forth.

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



Cynthia Lujan  
Notary Public  
My commission expires: 12-05-2026

## ADDENDUM TO OIL AND GAS LEASE

**THIS ADDENDUM** is an essential part of that certain oil and gas lease dated March 22<sup>nd</sup>, 2023, between CLAYTON R. YOST and SHERILYN J. YOST, as Trustees of the CLAYTON AND SHERILYN YOST TRUST DATED JUNE 23, 2008 as LESSOR and RAYMOND OIL COMPANY, INC. as LESSEE, covering the following described real estate situate in Gray County, Kansas:

### Township 27 South, Range 30 West

Tract #1: Section 12: SW/4

Tract #2: Section 12: SE/4

Tract #3: Section 12: NW/4

Tract #4: Section 13: NE/4

Tract #5: Section 13: SE/4

and any conflict between the lease provisions printed on the attached form and the provisions provided in this addendum, shall be resolved in favor of the provisions contained herein, and the following provisions shall control.

1. Royalty, as that term is used and wherever it may appear in the above identified lease, shall refer to the net one-eighth (1/8th) portion of all mineral production from the leased premises, based upon the fair market value thereof, free of any and all costs into the pipeline or into or on-board any other means of transportation utilized by the purchaser thereof.

2. The rights, whether expressed or implied, acquired by Lessee hereunder to use any part of the surface of the leased premises are limited to an access road along such route as Lessor shall designate, that shall not be hard surfaced; an area of reasonable size for a well location and reasonable temporary adjacent area necessary for Lessee's drilling operations, together with the right to lay and maintain one gathering pipeline and one power line along and adjacent to the access road; and such area in the corners of the leased premises as shall be reasonably necessary for the location and construction of any and all other surface structures incident and necessary to Lessee's reasonable operations hereunder. All such rights acquired by Lessee hereunder shall be and remain subservient to the rights of Lessor to use the surface for all reasonable uses and operations incident to their farming and agriculturally related activities as now or hereafter conducted on the leased premises.

3. Lessor reserves all rights to grant, lease, mine and/or produce and market any and all other minerals from said lands except interests in gas and oil and their constituent products herein leased to Lessee. Nothing herein will preclude Lessor from leasing for wind-turbine-electrical purposes in which event Lessor agrees such installations shall not interfere with Lessee's operations.

4. Lessee shall pay for all actual permanent damages caused by Lessee in its operations hereunder to any buildings, fences, roads, culverts, merchantable timber, growing crops, or any other improvements, or to livestock on the leased premises. If Lessor is the surface owner, then Lessee agrees to pay to Lessor Two-Thousand Dollars (\$2,000.00) per well location prior to spudding the well for damages caused or created by reason of the reasonable and customary ingress, egress, drilling, completion, production and maintenance operations associated with the well and facilities, and Ten Dollars (\$10.00) per rod for any pipeline or electrical crossing or road easement damages. In the event Lessee uses existing roads of surface owner, Lessee shall maintain such roads. Upon Lessor's request, Lessee shall fence the well site to turn livestock. If damages exceed such amounts, Lessee shall pay Lessor for any additional damages.

5. At such time as Lessee desires to commence drilling operations thereon, Lessee shall consult with Lessor in regard to and shall conduct its operations in such a manner as will least disturb, interfere with, or damage Lessor's irrigations system or the surface contours of the leased premises. Lessee shall promptly restore any damage caused by it to any irrigation system and/or surface contours to their former condition as nearly as possible including restoration of topsoil. In the event of production and continued use of the surface, Lessee will restore or prepare the surface so that Lessee's use thereof will not prohibit use of remaining ground. Lessee shall consult with Lessor in regard to the route of ingress and egress on said premises for the purposes of drilling and production as to use of the surface for such ingress and egress. No seismographing operations shall be had on the leased premises without the agreement of Lessor as to the timing of when Lessee or Lessee's agents may enter the premises for conducting such operations so as to cause the least amount of damage to the premises.

6. Lessee covenants not to interfere with any center pivot irrigation system now or hereafter installed upon the leased premises. When requested by Lessor, his heirs, successors or assigns, Lessee shall immediately install and place in operation a "low profile pumping unit".

7. Notwithstanding anything contained in this lease to the contrary, this lease shall terminate one (1) year after expiration of the primary term hereinabove stated as to any and all zones or strata below the deepest zone penetrated by Lessee with regard to this land or with regard to any land unitized with the above described land. Provided however, production from land unitized with the above described land, shall be considered

production from the above described land as to the zone or strata so producing.

8. Lessee shall pay as shut-in royalty payment within the time provided, a sum equal to \$10.00 per year per net mineral acre owned by Lessor, commencing one hundred eighty (180) days after any well is shut-in and such payment due Lessor may be made direct. Shut-in royalty payments hereunder shall not extend beyond a period of 730 cumulative days. Thereafter, said well or wells shall be deemed abandoned and surrendered to Lessor. This limitation shall not reduce or increase the primary term of this lease.

9. The use of water provided for hereunder is limited to use for drilling operations on the leased premises only. Fresh water from the leased premises shall not be used for the purpose of water flooding or injection in any water flooding program or program for secondary recovery. No well shall be used as a salt water disposal well without the written consent of Lessor and the payment to Lessor of such compensation as Lessor shall determine.

10. Lessee agrees to conduct its operations in strict compliance with all federal, state, and local environmental, health, and safety laws and will protect, indemnify, hold harmless, and defend Lessor against any claim, demand, cost, liability, loss, or damage suffered by Lessor, including reasonable attorney fees and litigation costs, arising out of or associated in any way with activities conducted by Lessee (or those having a contractual relationship with Lessee) on or impacting the leased land. Lessee's indemnity also includes any environmental problem associated with oil and gas exploration, drilling, development, production, treating, storage, transportation, marketing, processing, abandonment, and related activities at any site existing on the leased land as of the effective date of this lease. Lessee's obligations created hereby are continuing obligations which will continue in effect, and be enforceable by Lessor, even after the lease terminates or otherwise ceases to burden the leased land.

11. Regardless of the fact that Lessor's land is leased together in one Block and not by separate quarter sections, production under this lease shall only hold that particular drilling unit tract provided herein, or such other drilling unit tract as may be provided by the KCC, so that upon expiration of the Primary Term of this lease, or any extensions thereof, this lease shall expire as to all lands not then included in a producing drilling and spacing unit.

**THIS LEASE AND ADDENDUM**, and all of its terms, conditions and covenants shall extend to and be binding upon the parties, their heirs, successors, administrators, executors, trustees, legal and personal representatives and assigns.

**IN WITNESS WHEREOF**, Lessors have hereunto set their hands the day and year hereinabove stated, for identification purposes.

*The Clayton and Sherilyn Yost Trust dated June 23, 2008*

  
\_\_\_\_\_  
Clayton R. Yost, Trustee

  
\_\_\_\_\_  
Sherilyn J. Yost, Trustee



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: Raymond Oil Co., Inc  
 Lease: Marilee Yost  
 Well Number: 12-1  
 Field: NA

Location of Well: County: Gray  
 \_\_\_\_\_ feet from  N /  S Line of Section  
 \_\_\_\_\_ feet from  E /  W Line of Section  
 Sec. 12 Twp. 27 S. R. 30  E  W

Number of Acres attributable to well: \_\_\_\_\_  
 QTR/QTR/QTR/QTR of acreage: S2 - SW - SE - SE

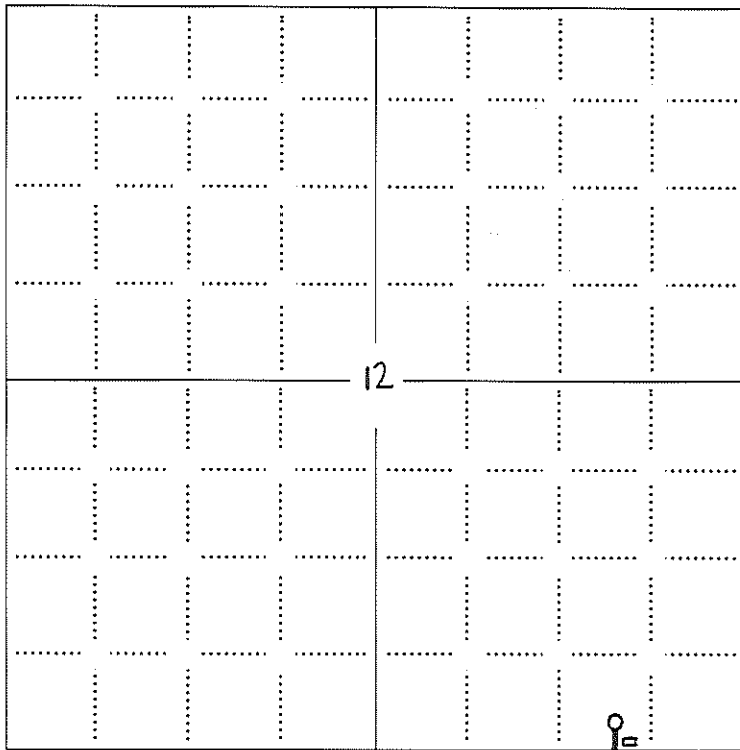
Is Section:  Regular or  Irregular

If Section is Irregular, locate well from nearest corner boundary.

Section corner used:  NE  NW  SE  SW

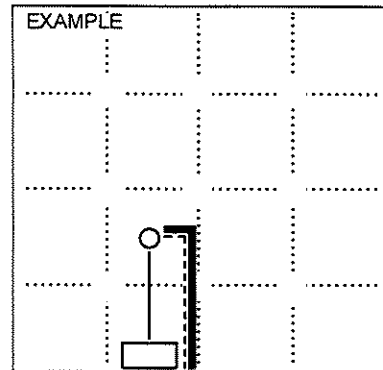
**PLAT**

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032). You may attach a separate plat if desired.



**LEGEND**

- Well Location
- Tank Battery Location
- Pipeline Location
- - - - Electric Line Location
- Lease Road Location



NOTE: In all cases locate the spot of the proposed drilling location. 940' FEL

**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: (CO-7 for oil wells; CG-8 for gas wells).
5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.

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



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

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

Laura Kelly, Governor

July 08, 2024

Robert Turner  
Raymond Oil Company, Inc.  
PO BOX 48788  
WICHITA, KS 67201-8788

Re: Drilling Pit Application  
Marilee Yost 12-1  
SE/4 Sec.12-27S-30W  
Gray County, Kansas

Dear Robert Turner:

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

District staff has recommended that the reserve pit be lined with bentonite or native clay, constructed **without slots**, the bottom shall be flat and reasonably level and the free fluids must be removed. The fluids are to be removed from the reserve pit 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.

**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 (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.