# KOLAR Document ID: 1593973

OIL & GAS CONSE	ATION COMMISSION RVATION DIVISION NGE OF OPERATOR		
TRANSFER OF INJECTION	I OR SURFACE PIT PERMIT with the Kansas Surface Owner Notification Act,		
Check applicable boxes: MUST be submit	ted with this form.		
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:		
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:		
Gas Gathering System:	Lease Name:		
Saltwater Disposal Well - Permit No.:			
Spot Location: feet from N / S Line			
feet from E / W Line	Legal Description of Lease:		
Enhanced Recovery Project Permit No.:			
Entire Project: Yes No	County:		
Number of Injection Wells**	Production Zone(s):		
Field Name:	Injection Zone(s):		
** Side Two Must Be Completed.			
Surface Pit Permit No.:(API No. if Drill Pit, WO or Haul)	feet from N / S Line of Section		
Type of Pit: Emergency Burn Settling	Haul-Off Workover Drilling		
Past Operator's License No	Contact Person:		
Past Operator's Name & Address:	Phone:		
	Date:		
Title:	Signature:		
New Operator's License No	Contact Person:		
New Operator's Name & Address:	Phone:		
	Oil / Gas Purchaser:		
New Operator's Email:	Date:		
Title:	Signature:		
	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation above injection well(s) or pit permit.		
is acknowledged as	is acknowledged as		
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit		
Permit No.: Recommended action:	permitted by No.:		
Date:	Date:		
	, autorized Signature		
DISTRICT EPR F	PRODUCTION UIC		

Side Two

### Must Be Filed For All Wells

* Lease Name: _			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle:</i> FSL/FNL	<i>Circle:</i> FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		

A separate sheet may be attached if necessary.

\* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

## KOLAR Document ID: 1593973

### KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

Form KSONA-
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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

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

OPERATOR: License #	Well Location:		
Name:			
Address 1:	County:		
Address 2:	Lease Name: Well #:		
City:   Zip:     Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description o the lease below:		
Phone: ( ) Fax: ( )			
Email Address:			
Surface Owner Information:			
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional		
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.		
Address 2:			
City: State: Zip:+			

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

#### Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), 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 hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: \_\_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_\_



÷1.,

Doc #: 2021R05488 TERRILOIS MASHBURN REGISTER OF DEEDS LEAVENWORTH COUNTY, KANSAS RECORDED ON: 05/05/2021 02:38:10 PM RECORDING FEE: 72.00 PAGES: 4

### OIL AND GAS LEASE

This Agreement is made and entered into this 26 day of <u>April</u>, 2021, by and between: April Valley Farms, LLC, whose mailing address is 18432 Mount Olivet Road, Leavenworth, Kansas 66048, hereinafter called Lessor, and The Sylvester Oil Co., LLC, whose address is 2812 Pergola, League City, Texas 77573, hereinafter called Lessee.

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1. Lessor, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand, the receipt and sufficiency of which are hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto Lessee, the land hereinafter described, with the exclusive right for the purpose of exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, and other hydrocarbons and all other minerals or substances, whether similar or dissimilar, including, but not limited to, coalbed methane, helium, nitrogen, carbon dioxide, condensate, distillate, casinghead gas, casinghead gasoline and all substances produced in association therewith from coal bearing formations or elsewhere, that may be produced from any well drilled under the terms of this lease, with rights-of-way and easements for laying pipe lines and servicing or drilling other wells in the vicinity of said lands, and erection of structures thereon to produce, save and take care of said products, including the right to inject salt water, production fluids, gases and other fluids into strata below those providing fresh water from wells located on the herein leased lands or on adjacent lands, all that certain tract of land, together with any reversionary, remainder and executory rights therein, situated in Leavenworth County, State of KANSAS, described as follows:

The West One-Half (W/2) of the Southeast One-Quarter (SE/4), Section Thirteen (13), Township Eight (8) South, Range Twenty-one (21) East, containing Eighty (80) acres more or less, and

The East One-Quarter (E/4) of the East One-Half (E/2) of the Southwest One-Quarter (SW/4) of Section Thirteen (13), Township Eight (8) South, Range Twenty-one (21) East, containing Twenty (20) acres more or less, or a total of One Hundred (100) acres, more or less, all in Leavenworth, State of Kansas.

hereinafter referred to as the "Property."

2. It is agreed that this lease shall remain in force for a term of Three (3) Years from the date of this lease and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are considered to be continuously pursued on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously pursued if not more than Ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or re-working or dewatering operations within One Hundred Eight (180) days from date of cessation of the dewatering operations or production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pole days of the dewatering operations or production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage poled therewith. Any well currently existing on the Property, whether operational or not at the signing of this lease, shall be referred to as a "Theis Well."

3. This is a PAID-UP LEASE. In consideration of the cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations or to make any rental payments during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by Page 1

filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

4. In consideration of the premises Lessee covenants and agrees:

To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, equal to fifteen per cent (15%) of all oil and gas produced and sold and saved from the leased premises.

5. If Lessor owns a lesser interest in the Property than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) 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 said land for Lessee's operation thereon, except water from Lessors' wells.

7. When requested by Lessor, Lessee shall bury Lessee's pipeline below plow depth.

8. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land, except on wells sites and access roads to any well sites, production facilities and access roads to production facilities and above ground pipeline equipment and access roads to above ground pipeline equipment.

9. 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 casings. Lessee shall have the right to utilize all existing wellbores, pump jacks, tank batteries and the like without charge as long as Lessee is conducting operations on the lease.

10. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

11. Lessee shall conduct its operations in a good and workmanlike manner, as would a prudent operator under the same or similar circumstances, in compliance with all applicable rules and regulations of any regulatory body having jurisdiction on such operations. Lessee shall comply with all laws and regulations of any governmental body claiming jurisdiction over the lands covered by this lease or the person of the Lessor herein and in so complying, Lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such governmental body. In determining the residence of Lessor for the purpose of complying with laws or regulations, Lessee may rely upon the address or Lessor herein set forth or upon the last known address of Lessee. Neither any error in the determination of the residence or status of Lessor nor an error in the payment of any sums of money due or payable to Lessor under the terms of this lease which is made during the course of, or as a result of Lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against Lessee. All of Lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with federal, state, county or municipal laws, rules, regulations or Executive Order asserted as official by or under public authority claiming jurisdiction, or act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots or other conditions or circumstances not wholly controlled by Lessee, and this lease shall not be terminated in whole or in part, nor Lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which Lessee shall be prevented from conducting production, drilling, dewatering or reworking operations during the primary term of this lease, under the contingencies stated above, shall be added to the primary term of the lease.

12. 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 for damages, or 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.

13. Lessor hereby warrants it has good title to the Property and agrees to defend the title to the Property. Lessor agrees that Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the Property, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof; and Lessor hereby agrees that any such payments made by Lessee for Lessor may be deducted from any amounts of money which may become due to Lessor under the terms of this lease. The undersigned Lessors, for themselves and their heirs, successor and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as restricted herein.

14. All the provisions of this lease shall be binding on the heirs, successors and assigns of the Parties to this Lease.

15. This Lease shall be effective upon receipt of signature from all Parties to this Lease and verification that the rights of the former leasehold interest in and to the property have been terminated and the Affidavit of Non Production has been timely filed with the Register of Deeds of Leavenworth County, Kansas. Lessor shall provide Lessee a validly executed Notice to be sent to Running Fox Petroleum, Inc., as the current assignee for the former operator and a validly executed Affidavit of Non Production, which Lessee is authorized to utilize to notify Running Fox Petroleum, Inc. of the intent to file the Affidavit of Non Production. Lessor shall provide Lessee a fully executed Affidavit of Non Production. Lessor shall provide Lessee a fully executed Affidavit of Non Production. Lessor shall provide Lessee a fully executed Affidavit of Non Production. Cost of notification and of filing shall be paid by Lessee.

16. Lessee will begin operations to restore two of the Theis Wells to production, within 90 days of this lease becoming effective and valid and any and all legal claims from previous operators having been resolved and any old leasehold interests having been terminated.

17. Lessor shall have 18 months from the date of this lease becoming effective to work over the other existing wells covered under this lease not worked over in Paragraph 16. Any existing wells not having work started within 18 months of this lease becoming effective and valid and all legal claims from previous operators having been resolved and/or terminated, will be released from this lease back to the Lessor, except the injection/disposal well known as Theis #3 (API #15-103-20343). Lessee shall quarterly provide Lessor notification as to which wells on which it has commenced a work over.

18. Lessor and Lessee hereby make as express provisions of the lease, the following: It is agreed that this lease shall remain in force for a term of THREE (3) YEARS from the date of execution and as long thereafter as oil or gas or either of them, is produced from said lands by Lessee, its successor and assigns.

19. Lessee and Lessor agree that any access roads, well sites, or pipelines to be constructed under the terms of this lease shall be located after consultation with and consent of Lessor, provided however, that Lessor shall not attempt to prohibit said construction or make unreasonable requests of Lessee.

20. Lessee agrees that as soon as is reasonably possible, following completion of its operations, Lessee shall restore its well site, as nearly as possible, to its original condition and land contour.

21. Lessee agrees to be a prudent operator and will keep all surface disturbances to the minimum area necessary to conduct its operations.

22. Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, claims and environmental liability arising out of Lessee's operations under the terms of this lease.

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23. Lessee shall designate a contact person to whom any and all notices and remittances shall be directed. All royalty checks shall be drafted and made payable so that payments are equally divided between all persons with ownership interest in and to the Property.

24. All parties recognize this lease will be recorded with the Leavenworth County, Kansas Register of Deeds.

25. This document may be executed in two or more counterparts; each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Lessors:

Lessee:

The Sylvester Oil Co., LLC

Notary Public -My Appt. Expires

April Valley Farms, LLC

BY: alice L. Their

Alice L. Theis, Managing Member

STATE OF KANSAS ) ) ss. COUNTY OF LEAVENWORTH )

la la Glenn Clay Sylvester, President

of Kansas

lotary Public

BE IT REMEMBERED, that on this the Adday of 400021, before me a Notary Public, in and for said County and State, appeared April L. Theis known personally to me to be the above named parties, and who acknowledged the execution of the above said instrument individually and as Managing Member of April Valley Farms, LLC.

IN WITNESS WHEREOF, I have hereunto set my official signature and seal on the day and year written.

My Commission Expires 01 2 70023

STATE OF Kansus ) SS. COUNTY OF Douglas

Before me the undersigned, a Notary Public, for said County and State on this the <u>29</u> day of <u>April</u>, 2021 personally appeared Glenn Clay Sylvester, President of The Sylvester Oil Co., LLC, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public DeAnn E Hupe S

My Commission Expires 4-6-25 Page 112

STATE OF KANSAS ) )ss. COUNTY OF \_\_\_\_\_ )

### AFFIDAVIT

Comes now the undersigned, Alice L. Theis, Managing Member of April Valley Farm,

LLC and upon her oath, after being duly sworn, deposed and saith:

1. That the undersigned is Managing Member of April Valley Farm, LLC, a duly formed

Kansas limited liability company.

2. That April Valley Farm, LLC is the successor in interest to April Valley Farm, a

general partnership whose general partners consisted of Edmund J. Theis, Jr., Alice L. Theis,

Mark E. Theis, Joetta A. Theis, Laurence E. Theis and Nancy M. Theis, the interest of Joetta A.

Theis having been terminated and transferred to Kathleen (Kathy) L. Theis.

3. That the address for April Valley Farm, LLC is 18432 Mt. Olivet Road, Leavenworth,

Ks. 66048.

4. That April Valley Farm, LLC is the owner of the following described property, located

in Leavenworth County, Kansas:

The West One-Half (W/2) of the Southeast One-Quarter (SE/4), Section Thirteen (13), Township Eight (8) South, Range Twenty-one (21) East, containing Eighty (80) acres more or less, and

The East One-Quarter (E/4) of the East One-Half (E/2) of the Southwest One-Quarter (SW/4) of Section Thirteen (13), Township Eight (8) South, Range Twenty-one (21) East, containing Twenty (20) acres more or less, or a total of One Hundred (100) acres, more or less, all in Leavenworth, State of Kansas.

5. That April Valley Farm, the general partnership, did via the individual partners enter into an oil and gas lease on December 19, 2020 with Seahawk Petroleum, Inc., recorded with the Register of Deeds of Leavenworth County, Kansas on September 28, 1981, in Book 555, Pages 399-401.

6. That said lease listed April Valley Farm as the entity to which all members had an interest which property interest was subsequently transferred to April Valley Farm, LLC in 2008.

7. That the undersigned has been made aware that the lease had been assigned to

Running Foxes Petroleum Inc. on or about February 21, 2020 by REMCO Energy Corporation.

8. That said lease provides for royalty payments to be made at least annually.

9. That April Valley Farm, LLC has never received annual royalty payments for the operation of oil/gas wells from Running Foxes Petroleum Inc. nor from its predecessor in interest, REMCO Energy Corporation since 2019 and said lease has been terminated.

10. Affiant knows of her own knowledge that there is at present no production of oil or gas on said land and that there has been no production of oil and gas since April, 2019 and that there has been no sales of oil or gas on said land since April, 2019 and that there have been no attempts to produce, pump or rework the wells on said land since April, 2019.

11. That the undersigned did sign a notice for the previous operator, in the form attached hereto as Exhibit A, which was addressed to the Registered Agent of Running Fox Petroleum, Inc. which was sent by Registered Mail, in accordance with the receipt attached hereto as Exhibit B.

April Valley Farm, LLC

By alice L. Theis

Alice L. Theis, Managing Member

STATE OF KANSAS ) )ss. COUNTY OF LEAVENWORTH)

Before me, the undersigned, a Notary Public, within and for said County and State on this day of <u>April</u>, 2021, personally appeared Alice L. Theis, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes therein set forth, and as the Managing Member of April Valley Farm, LLC, a Kansas limited liability company, and at the same time the affiant was by me duly sworn to the foregoing Affidavit.

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

otary Public

My commission expires: <u>Ot</u>

PAULA L. POFF Notary Public - State of Kansas My Appt. Expires

### **RELEASE OF OIL AND GAS LEASE**

KNOWN BY ALL MEN BY THESE PRESENTS, that the undersigned, does hereby release, relinquish, and surrender to the lessors April Valley Farms, all right, title and interest, in and to a certain oil and gas lease, made and entered into by and between April Valley Farms, as lessor and Seahawk Petroleums Inc. as lessee, dated December 19, 1980, covering the following property to wit:

The West One-Half (W/2) of the Southeast One-Quarter (SE/4), Section Thirteen (13), Township Eight (8), Range Twenty-One (21) East, containing Eighty acres more or less, and

The East One-Quarter (E/4) of the East One-Half (E/2) of the Southwest One-Quarter (SW/4) of Section (13), Township Eight (8), Range Twenty-One (21) East, containing Twenty (20) acres more or less, or a total of One Hundred (100) acres more or less, all in the County of Leavenworth, State of Kansas.

Said lease having been filed of record on September 28, 1981 and duly recorded in Book 555 on

Page 399-401 of the records of said Leavenworth County, Kansas.

This Release of Oil and Gas Lease is executed this 154 day of September, 2021.

**REMCO ENERGY CORPORATION** 

By:

Name: Marc Vianello Title: President

STATE OF KANSAS

COUNTY OF JOHNSON

This instrument was acknowledged before me on this <u>set</u> day of <u>Set</u> 2021 by <u>,</u> on behalf of <u>,</u> a Kansas limited liability company. <u>Zr 7//</u> Remes Energy Groporation

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Notary Public

NOTARY PUBLIC - - State of Kansas ADAM NICHOLAS KEEHBAUCH

My Appt Exp. 11/27 21

Commission Expires: 11 27 21