

Thompson, Arthur, Davidson & Katz
Attorneys at Law

DENNIS R. DAVIDSON*
CHASEN R. KATZ

MARK ARTHUR, JR. (1940-2019)
MARVIN E. THOMPSON (1920-2006)

*Also licensed to practice in Nebraska

525 NORTH MAIN STREET
P.O. BOX 111
RUSSELL, KANSAS 67665-0111
TELEPHONE (785) 483-3195
FAX (785) 483-3504

September 13, 2024

Received
KANSAS CORPORATION COMMISSION

SEP 16 2024

CONSERVATION DIVISION
WICHITA, KS

Kelcey A. Marsh
Litigation Counsel
Conservation Division
Kansas Corporation Commission
266 N. Main Street, Ste 220
Wichita, KS 67202-1513

Re: Waldo Waterflood Unit, Russell County, Kansas

Mr. Marsh:

I am filing along with this letter the Unit Agreement for the Waldo Waterflood Unit in Russell County, Kansas, which has been approved by all mineral and royalty owners and all working interest owners. I am filing a copy of the Unit Agreement pursuant to K.S.A. 55-1317. I am also filing a Notice of Intention to Conduct Unit Operations which has been personally delivered or mailed by United States mail, first class, postage prepaid, to all working interest owners. Upon receipt of a docket number for this filing, I will cause notice to be published in the *Wichita Eagle* and the *Russell County News* in accordance with KCC Regulations.

Sincerely,

THOMPSON, ARTHUR, DAVIDSON & KATZ



By _____
Dennis R. Davidson

DRD/cr
Enc.
cc: John O. Farmer, Inc.

SEP 16 2024

CONSERVATION DIVISION
WICHITA, KS

WALDO WATERFLOOD UNIT

NOTICE OF INTENTION TO CONDUCT UNIT
OPERATIONS PURSUANT TO K.S.A. 55-1317

TO: All Working Interest Owners

You, and each of you, are hereby notified that all mineral and royalty owners and all working interest owners have approved in writing a contract for the unit operation of the Waldo Waterflood Unit with the intention to conduct unit operations to unitize the oil rights in and to the unitized formations all as provided therein. John O. Farmer, Inc., operator of the Waldo Waterflood Unit, has filed a copy of the Unit Agreement for the Waldo Waterflood Unit dated May 13, 2024, with the Kansas Corporation Commission pursuant to K.S.A. 55-1317. The Unit Area to be operated by John O. Farmer, Inc. is as follows, to-wit:

Tract 1:

The Southeast Quarter (SE/4) of Section Ten (10), Township Twelve (12) South, Range Thirteen (13) West of the 6th P.M., Russell County, Kansas;

Tract 2:

The Northwest Quarter (NW/4) of Section Fourteen (14), Township Twelve (12) South, Range Thirteen (13) West of the 6th P.M., Russell County, Kansas;

Tract 3:

The Northeast Quarter (NE/4) of Section Fifteen (15), Township Twelve (12) South, Range Thirteen (13) West of the 6th P.M., Russell County, Kansas;

You have the right to institute proceedings within thirty (30) days after receipt of this Notice to have the matter determined by the State Corporation Commission. Any working interest owner may, within thirty (30) days after receipt of this Notice, institute proceedings before the State Corporation Commission to determine the matter in accordance with the provisions of K.S.A. 55-1301, et seq., and amendments thereto. If no such proceedings are instituted within the thirty (30) day period, the Unit Agreement shall become effective.

THOMPSON, ARTHUR, DAVIDSON & KATZ

By /s/ Dennis R. Davidson

Dennis R. Davidson, Supreme Court #10619

525 North Main Street, P.O. Box 111

Russell, Kansas 67665-0111

(785) 483-3195; Fax (785) 483-3504

dennis.tad@eaglecom.net

Attorneys for John O. Farmer, Inc.

CERTIFICATE OF SERVICE

I, Dennis R. Davidson, hereby certify that on this 13th day of September, 2024, I caused the foregoing Notice of Intention to Conduct Unit Operations Pursuant to K.S.A. 55-1317 to be personally delivered at 370 West Wichita Avenue, Russell, Kansas, to the following:

JOHN O. FARMER, INC.
JOHN O. FARMER TRUST PROPERTIES, LLC
JOHN O. FARMER TRUSTS' RESOURCES, LLC
JOHN O. FARMER III REVOCABLE TRUST
J & D OIL, LP
ANDREA KRUG KRAUSS

and deposited in the United States mail, first class, postage prepaid, and properly addressed to the following persons:

FOUR JC'S, LLC
3507 A Chaumont Drive
Hays, KS 67601

PENGUIN PETROLEUM, INC.
1200 Main Street, Ste 404
Hays, KS 67601

PINNACLE RESOURCES, LLC
7337 W 33rd St
Wichita, KS 67205

SANDRA L. KRUG
18298 15th St Rd
Russell, KS 67665

CHARLES BURTON BEERY
PO Box 166
Gorham, KS 67640

PEGGY L. FITZGIBBONS
1304 Harrison St
Goodland, KS 67735-3444

CHRISTOPHER BRUNGARDT
PO Box 871
Russell, KS 67665

RICHARD L. SHIELDS LIVING TRUST DTD 7/2/09
Geraldine L. Shields, Trustee
326 N Main St
Russell, KS 67665

WILMETTA I. GIDEON TRUST DTD 10/24/05
Glenn Gideon/Donna Sue Bauer &
Doris Dorene Jackson, Trustees
512 W 17th St
Russell, KS 67665-1107

JACK D. DRISCOLL
PO Box 427
Russell, KS 67665

STEVEN W. HALL TRUST DATED 3/8/07
1215 Meadowlark Valley
Manhattan, KS 66502

FRENZL TRUST
12042 S Valley Rd
Olathe, KS 66061

LEON F. WEIGEL TRUST
Leon F. Weigel, Trustee
PO Box 878
Russell, KS 67665

STEINLE FAMILY TRUST DTD 12/6/21
Richard Brent Steinle &
Tiffany Anne Steinle, Trustees
803 NW Rockcrest Rd
Ankeny, IA 50023-6010

RICHARD STEINLE
Richard Brent Steinle, POA
Tonya K. Buehler, POA
803 NW Rockcrest Rd
Ankeny, IA 50023

J2K OIL INC
PO Box 69
Russell, KS 67665-0069

REDDIG ENTERPRISES INC
4235 177th Street
Gorham, KS 67640-9044

THOUVENELLE BLACK GOLD REVOCABLE TRUST
Mason C. Ashby & Noel Ashby Nodolny, Co-Trustees
1625 E Church St
Bonneau, SC 29431

RANDY WALL
321 S Elm Street
Russell, KS 67665-3005

who together comprise 100 percent of the working interest owners in the oil and gas leases covering acreage in unit area.

A handwritten signature in black ink, appearing to read "Dennis R. Davidson", written over a horizontal line.

Dennis R. Davidson

Computer
Numerical 13
Misc. _____



Elizabeth Gilmore, Register of Deeds
Russell County - State of Kansas
Book: 0229 Page: 833-870

Receipt #: 80109 Total Fees: \$650.00

Pages Recorded: 38

Cashier Initials: egilmore

Date Recorded: 8/15/2024 2:06:48 PM

ELIZABETH GILMORE

UNIT AGREEMENT

Waldo Water Flood
Russell County, Kansas

THIS AGREEMENT, entered into as of the 13th day of May, 2024.

WHEREAS, in the interest of the public welfare and to promote conservation and increase the ultimate recovery of Unitized Substances from the Waldo and Waldo North Fields, in Russell County, Kansas, and to protect the rights of the owners of interests therein, it is deemed necessary and desirable to unitize the Oil and Gas Rights in and to the Unitized Formations in order to conduct Unit Operations as herein provided

NOW, THEREFORE, it is provided as follows:

ARTICLE 1 DEFINITIONS

As used in this Agreement:

1.1. **Unit Area** is the land identified by tracts in Exhibit A as to which this Agreement applies.

1.2. **Unitized Formations** means the subsurface portion of the Unit Area described as the common source of supply of oil and gas underlying the unit area known as the Waldo Water Flood Unit and more specifically identified as the Lansing-Kansas City Formation and all formations above the bottom of the Lansing Kansas City Formation.

1.3. **Unitized Substances** are all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate, and all associated and constituent substances other than Outside Substances within or produced from the Unitized Formations.

1.4. **Tract Participation** is the percentage shown on Exhibit A for allocating Unitized Substances to a Tract.

1.5. **Unit Participation** of a Working Interest Owner is the sum of the percentages obtained by multiplying the Working Interest of such Working Interest Owner in each Tract by the Tract Participation of such Tract.

ARTICLE 2 CREATION AND EFFECT OF UNIT

2.1. **Oil and Gas Rights Unitized.** All Oil and Gas Rights of Royalty Owners in and to the lands identified in Exhibit A, and all Oil and Gas Rights of Working Interest Owners in and to said lands, are hereby unitized insofar as the respective Oil and Gas Rights pertain to the Unitized Formations, so that Unit Operations may be conducted with respect to the Unitized Formations as if the Unit Area had been included in a single lease

executed by all Royalty Owners, as lessors, in favor of all Working Interest Owners, as lessees, and as if the lease contained all of the provisions of this Agreement.

2.2. **Personal Property Excepted.** All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by Working Interest Owners. The rights and interests therein as among Working Interest Owners are set forth in the Unit Operating Agreement.

2.3. **Amendment of Leases and Other Agreements.** The provisions of the various leases, agreements, division and transfer orders, or other instruments pertaining to the respective Tracts or the production therefrom are amended to the extent necessary to make them conform to the provisions of this Agreement, but otherwise shall remain in effect.

2.4. **Continuation of Leases and Term Interests.** Production from any part of the Unitized Formation, except for the purpose of determining payments to Royalty Owners, or other Unit Operations shall be considered as production from or operations upon each Tract, and such production or operations shall have the same effect under the terms of each lease or mineral or royalty interest grant as to all lands and formations covered thereby just as if there were production from or operations upon each Tract.

2.5. **Titles Unaffected by Unitization.** Nothing herein shall be construed to result in any transfer of title to Oil and Gas Rights.

2.6. **Injection Rights.** Working Interest Owners are hereby granted the right to inject into the Unitized Formations any substances in whatever amounts Working Interest Owners deem expedient for Unit Operations, together with the right to drill, use, and maintain injection wells in the Unit Area, and to use for injection purposes any nonproducing or abandoned wells or dry holes, and any producing wells completed in the Unitized Formation.

ARTICLE 3 UNIT OPERATIONS

3.1. **Unit Operator.** John O. Farmer, Inc. is hereby designated as the initial Unit Operator. Unit Operator shall have the exclusive right to conduct Unit Operations, which shall conform to the provisions of this Agreement and the Unit Operating Agreement. If there is any conflict between such agreements, this Agreement shall govern.

ARTICLE 4
TRACT PARTICIPATIONS

4.1. **Tract Participations.** The Tract Participation of each Tract is shown in Exhibit A.

ARTICLE 5
ALLOCATION OF UNITIZED SUBSTANCES

5.1. **Allocation to Tracts.** All Unitized Substances produced and saved shall be allocated to the several Tracts in accordance with the respective Tract Participations effective during the period that the Unitized Substances were produced. The amount of Unitized Substances allocated to each Tract, regardless of whether the amount is more or less than the actual production of Unitized Substances from the well or wells, if any, on such Tract, shall be deemed for all purposes to have been produced from such Tract.

5.2. **Distribution Within Tracts.** The Unitized Substances allocated to each Tract shall be distributed among, or accounted for to, the Persons entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions as they would have participated and shared in the production from such Tract, or in the proceeds thereof, had this Agreement not been entered into, and with the same legal effect. If any Oil and Gas Rights in a Tract hereafter become divided and owned in severalty as to different parts of the Tract, the owners of the divided interests, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated to the Tract, or in the proceeds thereof, in the proportion to the surface acreage of their respective parts of the Tract.

5.3. **Taking Unitized Substances in Kind.** The Unitized Substances allocated to each Tract may be taken in kind by the respective Persons entitled thereto by virtue of the ownership of Oil and Gas Rights therein or by purchase from such owners. Such Persons shall have the right to construct, maintain, and operate within the Unit Area all necessary facilities for that purpose, provided they are so constructed, maintained, and operated as not to interfere with Unit Operations. Any extra expenditure incurred by Unit Operator by reason of the delivery in kind of any portion of Unitized Substances shall be borne by the owner of such portion. If any person fails to take in kind or separately dispose of such Person's share of Unitized Substances, Unit Operator shall have the right, but not the obligation, for the time being and subject to revocation at will by the Person owning the share, to purchase or sell to others such share; however, all contracts of sale by Unit Operator of any other Person's share of Unitized Substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances,

but in no event shall any such contract be for a period in excess of one year. The proceeds of the Unitized Substances so disposed of by Unit Operator shall be paid to the Working Interest Owners of each affected Tract or a Person designated by such Working Interest Owners who shall distribute such proceeds to the Persons entitled thereto.

ARTICLE 6
PRODUCTION AS OF THE EFFECTIVE DATE

6.1. **Oil or Liquid Hydrocarbons in Lease Tanks.** Unit Operator shall gauge or otherwise determine the amount of merchantable oil or other liquid hydrocarbons produced from the Unitized Formations that are in lease tanks as of 7:00 a.m. on the Effective Date. Oil or other liquid hydrocarbons in treating vessels, separation equipment, and tanks below pipeline connections shall not be considered merchantable. Any merchantable oil or other liquid hydrocarbons that were produced from the wells prior to the effective date shall remain the property of the persons entitled thereto.

ARTICLE 7
USE OR LOSS OF UNITIZED SUBSTANCES

7.1. **Use of Unitized Substances.** Working Interest Owners may use or consume Unitized Substances for Unit Operations, including but not limited to the injection thereof into the Unitized Formation.

7.2. **Royalty Payments.** No royalty, overriding royalty, production, or other payments shall be payable on account of Unitized Substances used, lost, or consumed in Unit Operations.

7.3 **Loss of Unitized Substances.** It is recognized that, notwithstanding the use of good engineering and production practices, enhanced recovery operations utilizing the injection of fluids into the Unitized Formations could cause Unitized Substances to migrate to well bores outside the Unit Area, whether or not said operations result in increased recovery of Unitized Substances from unit wells. No working interest, royalty, overriding royalty, production, or other payments shall be payable on account of Unitized Substances that migrate outside the Unit Area due to the injection of fluids into the Unitized Formations and the Unit Operator shall have no liability therefor.

ARTICLE 8
TITLES

8.1. **Warranty and Indemnity.** Each Person who, by acceptance of produced Unitized Substances or the proceeds thereof, may claim to own a Working Interest or Royalty Interest in and to any Tract or in the Unitized Substances allocated thereto, shall be deemed to have warranted its title to such interest, and, upon receipt of the Unitized Substances or the proceeds thereof to the credit of such interest, shall indemnify and hold harmless all other Persons in interest from any loss due to failure, in whole or in part, of its title to any such interest.

8.2. **Transfer of Title.** Any conveyance of all or any part of any interest owned by a Person with respect to any Tract shall be subject to this Agreement. No change of title shall be binding upon Unit Operator, or upon any Person other than the Person so transferring, until 7:00 a.m. on the first day of the calendar month next succeeding the date of receipt by Unit Operator of a certified copy of the recorded instrument evidencing such change in ownership.

ARTICLE 9
EASEMENTS OR USE OF SURFACE

9.1. **Grant of Easements.** Working Interest Owners shall have the right to use as much of the surface of the land within the Unit Area as may be reasonably necessary for Unit Operations and the removal of Unitized Substances from the Unit Area.

9.2. **Use of Water.** Working Interest Owners shall have and are hereby granted free use of water from the Unit Area for Unit Operations, except fresh water from any well, lake, pond, or irrigation ditch of a Royalty Owner.

ARTICLE 10
RELATIONSHIPS OF PERSONS

10.1. **No Partnership.** All duties, obligations, and liabilities arising hereunder shall be several and not joint or collective. This Agreement shall not be construed to create an association or trust, or to impose a partnership or fiduciary duty, obligation, or liability. Each Person affected hereby shall be individually responsible for its own obligations.

ARTICLE 11
FORCE MAJEURE

11.1. **Force Majeure.** All obligations arising hereunder, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part, by a labor dispute, fire, war, civil disturbance, act of God; by Federal, state, or municipal

laws; by any rule, regulations, or order of a governmental agency; by inability to secure materials; or by any other cause or causes, whether similar or dissimilar, beyond reasonable control of the Person. No Person shall be required against his will to adjust or settle any labor dispute. Neither this Agreement nor any lease or other instrument subject hereto shall be terminated by reason of suspension of Unit Operations due to any one or more of the causes set forth in this Article.

ARTICLE 12
EFFECTIVE DATE

12.1. **Effective Date.** This Agreement shall become effective as of the date determined by Working Interest Owners in accordance with the voting provisions of the Unit Operating Agreement. Such determination by Working Interest Owners shall be made in accordance with an order approving this unit by the Kansas Corporation Commission; provided, however, that if this Agreement has been approved in writing by all Royalty Owners and Working Interest Owners, all provisions of this Agreement pertaining to regulatory approval shall be disregarded.

12.2. **Ipsa Facto Termination.** If this unit is not made effective on or before June 1, 2025, this Agreement shall ipso facto terminate on that date (hereinafter called "termination date") and thereafter be of no further effect, unless prior thereto Working Interest owners owning a combined Unit Participation of at least 51% have approved this Agreement and Working Interest Owners owning 51% or more of that percent have decided to extend the termination date for a period not to exceed one year. If the termination date is so extended and this unit is not made effective on or before the extended termination date, this Agreement shall ipso facto terminate on the extended termination date and thereafter be of no further effect. For the purpose of this Section, Unit Participation shall be as calculated on the basis of Tract Participations shown on the original Exhibit A.

12.3. **Certificate of Effectiveness.** Unit Operator shall file with the Register of Deeds and for record in the county in which the land affected is located a certificate stating the Effective Date.

ARTICLE 13
TERM

13.1. **Term.** This Agreement shall remain in effect so long as Unitized Substances are produced in paying quantities or so long as other Unit Operations are conducted unless sooner terminated by Working Interest Owners owning a combined Unit Participation of 51% or more whenever such Working Interest Owners determine that Unit Operations are no longer economically feasible.

13.2. **Effect of Termination.** Upon termination of this Agreement, the further development and operation of the Unitized Formation as a unit shall cease. The relationships among owners of Oil & Gas Rights shall thereafter be governed by the term and provisions of the leases and other instruments, not including this Agreement, affecting the separate Tracts.

13.3. **Salvaging Equipment Upon Termination.** If not otherwise granted by the leases or other instruments affecting the separate Tracts, Working Interest Owners shall have a reasonable period of time after the date of termination of this Agreement within which to salvage and remove Unit Equipment.

13.4. **Certificate of Termination.** Upon termination of this Agreement, Unit Operator shall file with the Register of Deeds and for record in the county in which the land affected is located a certificate that this Agreement has terminated, stating its termination date.

ARTICLE 14 APPROVAL

14.1. **Original, Counterpart, or Other Instrument.** An owner of Oil and Gas Rights may approve this Agreement by signing the original, a counterpart thereof, or other instrument approving this Agreement. The signing of any such instrument shall have the same effect as if all Persons had signed the same instrument.

14.2. **Commitment of Interests to Unit.** The approval of this Agreement by a Person shall bind that Person and commit all interests owned or controlled by that Person as of the date of such approval, and additional interests thereafter acquired.

ARTICLE 15 GENERAL

15.1. **Laws and Regulations.** This Agreement shall be subject to all applicable federal, state and municipal laws, rules, regulations and orders.

15.2. **Governing Law.** This Agreement and all matters pertaining hereto, including but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the laws of the state of Kansas.

15.3. **Amendments Affecting Working Interest Owners.** Amendments hereto relating wholly to Working Interest Owners may be made if signed by all Working Interest Owners unless otherwise provided herein.

15.4. **Severability of Provisions.** The provisions of this Agreement are severable and if any section, sentence, clause or part thereof is held to be invalid for any

reason, such invalidity shall not be construed to affect the validity of the remaining provisions of this Agreement.

ARTICLE 16
SUCCESSORS AND ASSIGNS

16.1. **Successors and Assigns.** This Agreement shall extend to, be binding upon, and inure to the benefit of the Royalty Owners and Working Interest Owners and their respective heirs, devisees, legal representatives, successors and assigns, and shall constitute a covenant running with the lands, leases, and interests covered hereby.

IN WITNESS WHEREOF, the Persons hereto have approved this Agreement on the dates opposite their respective signatures.

JOHN O. FARMER, INC.

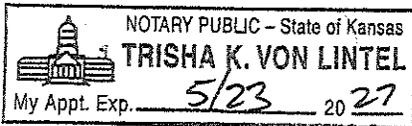
Date 5-13-2024

By *John O. Farmer IV*
John O. Farmer IV, President

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on May 13th, 2024, by John O. Farmer IV, President of John O. Farmer, Inc.



Trisha K. VonLintel
Notary Public (Printed Name) Trisha K. VonLintel
My appointment expires: 5/23/27

JOHN & JUDITH FINKENBINDER IRREVOCABLE TRUST

Date 6/5/24

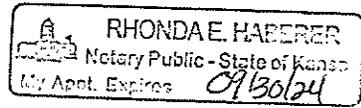
By Dustin L. Finkenbinder TTEE
Dustin L. Finkenbinder, Trustee

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on June 5, 2024, by Dustin L. Finkenbinder, Trustee of the John & Judith Finkenbinder Irrevocable Trust.

Rhonda E. Haberer
Notary Public (Printed Name) Rhonda E. Haberer
My appointment expires: 09/30/24



BERAN BROTHERS, A PARTNERSHIP

Date 5-23-24

By Craig Beran
Craig Beran, a Partner

Date 5-23-24

By Terry Beran
Terry Beran, a Partner

Date 5-23-24

By Gerald Beran
Gerald Beran, a Partner

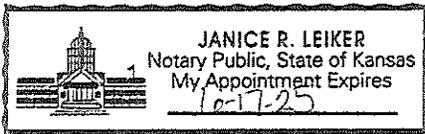
Date 5-23-24

By Kevin Beran
Kevin Beran, a Partner

ACKNOWLEDGMENT

STATE OF Kansas, COUNTY OF Barton:

This instrument was acknowledged before me on May 23, 2024, by **Craig Beran**, a Partner of Beran Brothers, a Partnership.

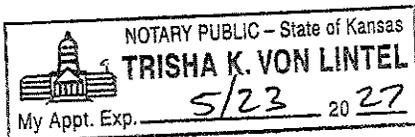


Janice R. Leiker
Notary Public (Printed Name) Janice R. Leiker
My appointment expires: 6-17-25

ACKNOWLEDGMENT

STATE OF Kansas, COUNTY OF Russell:

This instrument was acknowledged before me on May 23, 2024, by **Terry Beran**, a Partner of Beran Brothers, a Partnership.

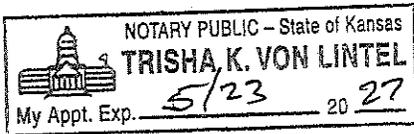


Trisha K. VonLintel
Notary Public (Printed Name) Trisha K. VonLintel
My appointment expires: 5/23/27

ACKNOWLEDGMENT

STATE OF Kansas, COUNTY OF Russell:

This instrument was acknowledged before me on May 23, 2024, by **Gerald Beran**, a Partner of Beran Brothers, a Partnership.

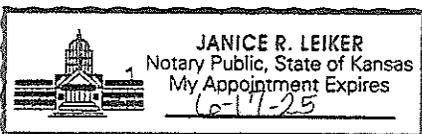


Trisha K. VonLintel
Notary Public (Printed Name) Trisha K. VonLintel
My appointment expires: 5/23/27

ACKNOWLEDGMENT

STATE OF Ks, COUNTY OF Barton:

This instrument was acknowledged before me on 5-23-24, 2024, by **Kevin Beran**, a Partner of Beran Brothers, a Partnership.



Janice R. Leiker
Notary Public (Printed Name) Janice R. Leiker
My appointment expires: 6-17-25

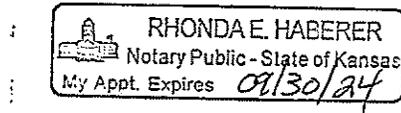
Abigail Hopper
Abigail Hopper

ACKNOWLEDGMENT

STATE OF Kansas, COUNTY OF Russell:

This instrument was acknowledged before me on June 25, 2024, by Abigail Hopper.

Rhonda E. Haberer
Notary Public (Printed Name) Rhonda E. Haberer
My appointment expires: 09/30/24




Ashley Dockstader Hopper

ACKNOWLEDGMENT

STATE OF Kansas, COUNTY OF Russell:

This instrument was acknowledged before me on June 25th, 2024, by Ashley Dockstader Hopper.

Notary Public ~~xxxxxxxxxxxx~~ Adrienne Schremmer
My appointment expires: 6/17/2028
Adrienne Schremmer



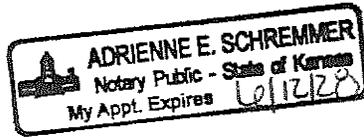
Janae Hopper (mom/Parent)
Janae Hopper

ACKNOWLEDGMENT

STATE OF Kansas, COUNTY OF Russell:

This instrument was acknowledged before me on June 25th, 2024, by Janae Hopper.

Notary Public ~~(State of Kansas)~~ Adrienne Schremmer
My appointment expires: 6/12/28
Adrienne Schremmer



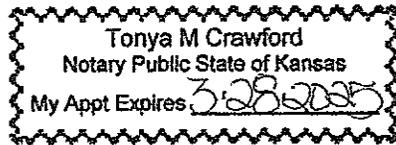
Patricia Krape
Patricia Krape

ACKNOWLEDGMENT

STATE OF Ks, COUNTY OF Russell:

This instrument was acknowledged before me on June 25, 2024, by Patricia Krape.

Tonya M Crawford
Notary Public (Printed Name) Tonya M Crawford
My appointment expires: 3.28.2025



JOHN O. FARMER III REVOCABLE TRUST

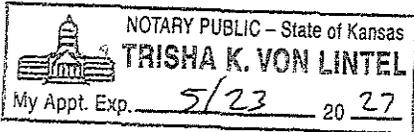
Date 7-9-2024

By [Signature]
John O. Farmer III, Trustee

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on July 9th, 2024, by John O. Farmer III, Trustee of the John O. Farmer III Revocable Trust.



[Signature]
Notary Public (Printed Name) Trisha K. Von Lintel
My appointment expires: 5/23/27

JOHN O. FARMER, INC.

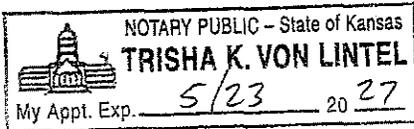
Date 7-3-2024

By [Signature]
John O. Farmer IV, President

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on July 3rd, 2024, by John O. Farmer IV, President of John O. Farmer, Inc.



[Signature]
Notary Public (Printed Name) Trisha K. Von Lintel
My appointment expires: 5/23/27

JOHN O. FARMER TRUST PROPERTIES, LLC

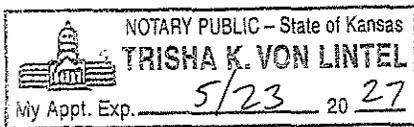
Date 7-9-2024

By [Signature]
John O. Farmer III, Manager

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on July 9th, 2024, by John O. Farmer III, Manager of John O. Farmer Trust Properties, LLC.



[Signature]
Notary Public (Printed Name) Trisha K. Von Lintel
My appointment expires: 5/23/27

JOHN O. FARMER TRUSTS' RESOURCES, LLC

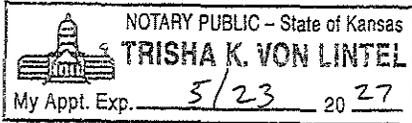
Date 7-3-2024

By [Signature]
John O. Farmer IV, Manager

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on July 3rd, 2024, by John O. Farmer IV, Manager of John O. Farmer Trusts' Resources, LLC.



[Signature]
Notary Public (Printed Name) Trisha K. VonLintel
My appointment expires: 5/23/27

J & D OIL, LP

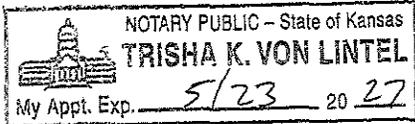
Date 7-3-2024

By [Signature]
John O. Farmer IV, President
John O. Farmer Inc., General Partner

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on July 3rd, 2024, by John O. Farmer IV, President of John O. Farmer, Inc., General Partner of J & D Oil, LP.



[Signature]
Notary Public (Printed Name) Trisha K. VonLintel
My appointment expires: 5/23/27

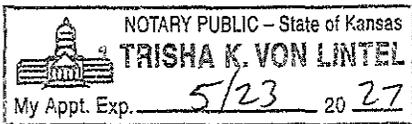
Date 07-09-24

[Signature]
Andrea Krug Krauss

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on July 9th, 2024, by Andrea Krug Krauss.



[Signature]
Notary Public (Printed Name) Trisha K. VonLintel
My appointment expires: 5/23/27

MATTHEW L. DREILING REVOCABLE TRUST

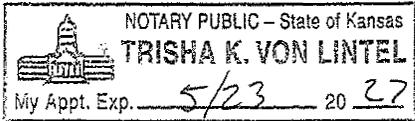
Date 7/3/24

By *M.L. Dreiling*
Matthew L. Dreiling, Trustee

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on July 3rd, 2024, by Matthew L. Dreiling, Trustee of the Matthew L. Dreiling Revocable Trust.



Trisha K. Von Lintel
Notary Public (Printed Name) Trisha K. Von Lintel
My appointment expires: 5/23/27

JOHN O. FARMER, INC. ORRI POOL

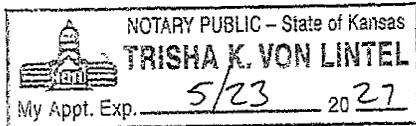
Date 7/3/2024

By *John O. Farmer IV*
John O. Farmer IV, President of
John O. Farmer, Inc. for John O. Farmer, Inc.
ORRI Pool

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on July 3rd, 2024, by John O. Farmer IV, President of John O. Farmer, Inc. for John O. Farmer, Inc. ORRI.



Trisha K. Von Lintel
Notary Public (Printed Name) Trisha K. Von Lintel
My appointment expires: 5/23/27

JOHN O. FARMER IV REVOCABLE TRUST

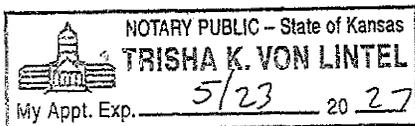
Date 7/3/2024

By *John O. Farmer IV*
John O. Farmer IV, Trustee

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on July 3rd, 2024, by John L. Farmer IV, Trustee of the John O. Farmer IV Revocable Trust.



Trisha K. Von Lintel
Notary Public (Printed Name) Trisha K. Von Lintel
My appointment expires: 5/23/27

FOUR JC'S, LLC

Date 7.22.24

By *Nancy Talbott*
Nancy Talbott, Member

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF ELLIS:

This instrument was acknowledged before me on 7.22.24, 2024, by Nancy Talbott, Member of Four JC's, LLC.

Jennifer Dawn Gallegos
Notary Public (Printed Name) Jennifer Dawn Gallegos
My appointment expires: 03.09.2027

PENGUIN PETROLEUM, INC.

Date 07.22.24

By *W.C. Talbott*
William C. Talbott, President

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF ELLIS:

This instrument was acknowledged before me on 7.22.24, 2024, by William C. Talbott, President of Penguin Petroleum, Inc.



Jennifer Dawn Gallegos
Notary Public (Printed Name) Jennifer Dawn Gallegos
My appointment expires: 03.09.2027

PINNACLE RESOURCES, LLC

Date 7/10/24

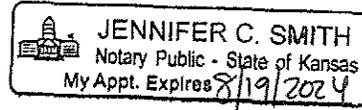
By *Kirk T. Rundle*
Kirk T. Rundle, Trustee of the Kirk T. Rundle
Revocable Trust, Manager

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF SEDGWICK:

This instrument was acknowledged before me on July 10th, 2024, by Kirk T. Rundle, Trustee of the Kirk T. Rundle Revocable Trust, Manager of Pinnacle Resources, LLC.

Jennifer C. Smith
Notary Public (Printed Name) Jennifer C. Smith
My appointment expires: 8/19/2024



Date 8-8-24

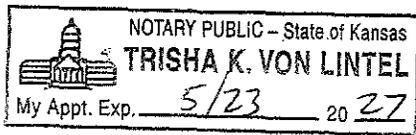
Sandra L. Krug
Sandra L. Krug

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on August 8th, 2024, by Sandra L. Krug.

Trisha K. VonLintel
Notary Public (Printed Name) Trisha K. VonLintel
My appointment expires: 5/23/27



Date 7-12-24

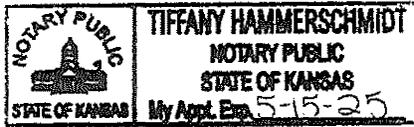
Charles Burton Beery
Charles Burton Beery

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF Russell :

This instrument was acknowledged before me on 7-12, 2024, by Charles Burton Beery.

Tiffany Hammerschmidt
Notary Public (Printed Name) Tiffany Hammerschmidt
My appointment expires: 5-12-25



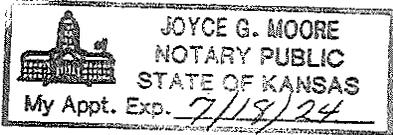
Date 7-9-2024

Peggy L. Fitzgibbons
Peggy L. Fitzgibbons

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF Sherman:

This instrument was acknowledged before me on July 10, 2024, by Peggy L. Fitzgibbons.



Joyce G. Moore
Notary Public (Printed Name) Joyce G. Moore
My appointment expires: 7/18/24

Date 7/10/24

Kirk T. Rundle
Kirk T. Rundle

Date 7/10/24

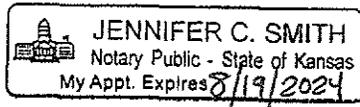
Rebecca L. Rundle
Rebecca L. Rundle

ACKNOWLEDGMENT

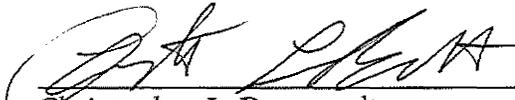
STATE OF KANSAS, COUNTY OF SEDGWICK:

This instrument was acknowledged before me on July 10th, 2024, by Kirk T. Rundle and Rebecca L. Rundle, husband and wife.

Jennifer C. Smith
Notary Public (Printed Name) Jennifer C. Smith
My appointment expires: 8/19/2024



Date 7/3/2024

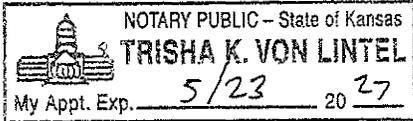

Christopher L. Brungardt

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on July 3rd, 2024, by Christopher L. Brungardt.


Notary Public (Printed Name) Trisha K. Von Linde
My appointment expires: 5/23/27



RICHARD L. SHIELDS LIVING TRUST DTD 7/2/09

Date 7-18-24

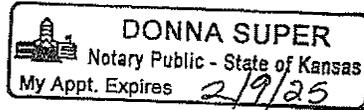
By *Geraldine L. Shields*
Geraldine L. Shields, Trustee

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on July 19, 2024, by Geraldine L. Shields, Trustee of the Richard L. Shields Living Trust Dtd 7/2/09.

Donna Super
Notary Public (Printed Name) Donna Super
My appointment expires: 2/9/2025



WILMETTA I. GIDEON TRUST DTD 10/24/05

Date 7-9-2024

By Glenn Gideon
Glenn Gideon, Trustee

Date 7-9-2024

By Donna Sue Bauer, Trustee
Donna Sue Bauer, Trustee

Date 7-9-2024

By Doris Dorene Jackson, Trustee
Doris Dorene Jackson, Trustee

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on 7/9/2024, 2024, by **Glenn Gideon**, Trustee of the Wilmetta I. Gideon Trust dtd 10/24/05.

Adrienne Schremmer
Notary Public (Printed Name) Adrienne Schremmer
My appointment expires: 10/12/2028



ACKNOWLEDGMENT

STATE OF Kansas, COUNTY OF Russell:

This instrument was acknowledged before me on 7/9/2024, 2024, by **Donna Sue Bauer**, Trustee of the Wilmetta I. Gideon Trust dtd 10/24/05.

Adrienne Schremmer
Notary Public (Printed Name) Adrienne Schremmer
My appointment expires: 10/12/2028



ACKNOWLEDGMENT

STATE OF Kansas, COUNTY OF Russell:

This instrument was acknowledged before me on 7/9/2024, 2024, by **Doris Dorene Jackson**, Trustee of the Wilmetta I. Gideon Trust dtd 10/24/05.

Adrienne Schremmer
Notary Public (Printed Name) Adrienne Schremmer
My appointment expires: 10/12/2028



Date July 30-24

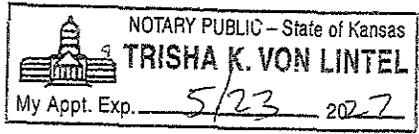
Jack D. Driscoll
Jack D. Driscoll

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on 7/31, 2024, by Jack D. Driscoll.

Trisha K. VonLintel
Notary Public (Printed Name) Trisha K. VonLintel
My appointment expires: 5/23/27



STEVEN W. HALL TRUST DATED 3/8/07

Date July 11, 2024

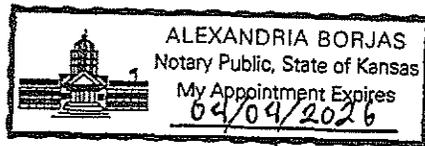
By Steven W. Hall ~~Trustee~~
Steven W. Hall, Trustee

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF Riley:

This instrument was acknowledged before me on July 11th, 2024, by Steven W. Hall, Trustee of the Steven W. Hall Trust Dated 3/8/07.

Alexandria Borjas
Notary Public (Printed Name) Alexandria Borjas
My appointment expires: 04/04/2026



FRENZL TRUST

Date July 16, 2024

By Ronald L. Frenzl
Ronald L. Frenzl, Trustee

Donna M Frenzl
Donna M Frenzl, trustee

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF Johnson:

This instrument was acknowledged before me on July 16th, 2024, by Ronald and Donna, Trustee of the Frenzl Trust.

Beth Muset
Notary Public - State of Kansas
My Commission Expires 9-18-2027

Beth Muset
Notary Public (Printed Name) Beth muset
My appointment expires: 9-18-2027

LEON F. WEIGEL TRUST

Date 8-9-24

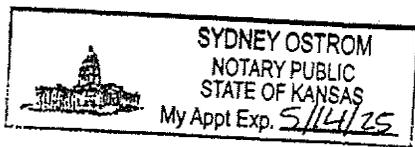
By Leon F. Weigel, Trustee
Leon F. Weigel, Trustee

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on 8th day of August, 2024, by Leon F. Weigel, Trustee of the Leon F. Weigel Trust.

Sydney Ostrom
Notary Public (Printed Name) Sydney Ostrom
My appointment expires: 5/14/25



STEINLE FAMILY TRUST DTD 12/6/21

Date 7/24/

By Richard Brent Steinle
Richard Brent Steinle, Trustee

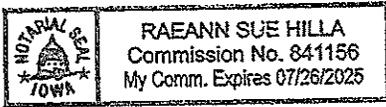
Date 7-24-2024

By Tiffany Anne Steinle, Trustee
Tiffany Anne Steinle, Trustee

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK:

This instrument was acknowledged before me on July 24, 2024, by Richard Brent Steinle, Trustee of the Steinle Family Trust Dtd 12/6/21.

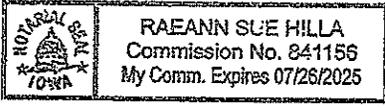


RaeAnn Sue Hilla
Notary Public (Printed Name) RaeAnn Sue Hilla
My appointment expires: 07/26/2025

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK:

This instrument was acknowledged before me on July 24, 2024, by Tiffany Anne Steinle, Trustee of the Steinle Family Trust Dtd 12/6/21.



RaeAnn Sue Hilla
Notary Public (Printed Name) RaeAnn Sue Hilla
My appointment expires: 07/26/2025

Date 8/13/24

Richard Brent Steinle Attorney in Fact
Richard Brent Steinle, Attorney-in-Fact for Richard Steinle

KANSAS

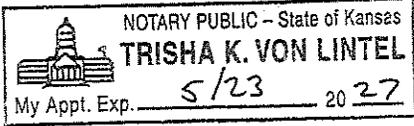
ACKNOWLEDGMENT

STATE OF ~~IOWA~~, COUNTY OF RUSSELL :

This instrument was acknowledged before me on August 13th, 2024, by Richard Brent Steinle, Attorney-in-Fact for Richard Steinle.

Trisha K. Von Lintel

Notary Public (Printed Name) Trisha K. Von Lintel
My appointment expires: 5/23/27



J2K OIL, INC.

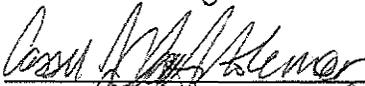
Date July 9, 2024

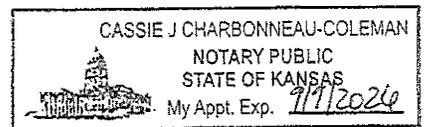
By 
Ken Cole, President

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on July 9, 2024, by Ken Cole, President of J2K Oil, Inc.


Notary Public (Printed Name) Cassie J. Charbonneau Coleman
My appointment expires: 9-9-2026



REDDIG ENTERPRISES, INC.

Date 7/20/24

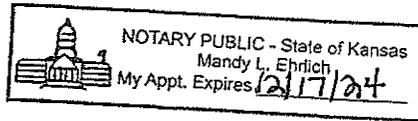
By Brian Reddig
Brian Reddig, President

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on July 20th, 2024, by Brian Reddig, President of Reddig Enterprises, Inc.

Mandy L Ehrlich
Notary Public (Printed Name) Mandy L Ehrlich
My appointment expires: 12/17/2024



BLACK GOLD OIL & GAS, LLC

Date 7-10-24

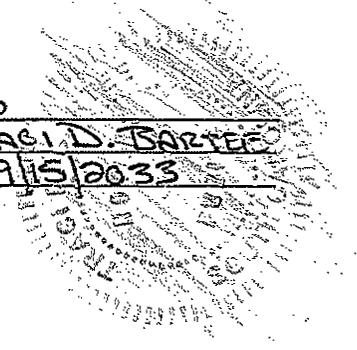
By *Mason Christopher Ashby*
Mason Christopher Ashby, Manager

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA, COUNTY OF BERKELEY :

This instrument was acknowledged before me on JULY 10, 2024, by Mason Christopher Ashby, Manager of Black Gold Oil & Gas, LLC.

Tracie D. Barteo
Notary Public (Printed Name) TRACIE D. BARTEO
My appointment expires: 9/15/2033



Date 7/10/24 Randy Wall
Randy Wall

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL:

This instrument was acknowledged before me on July 10, 2024, by Randy Wall.

Sandra L. Batt
Notary Public (Printed Name) Sandra L. Batt
My appointment expires: 2/6/2026

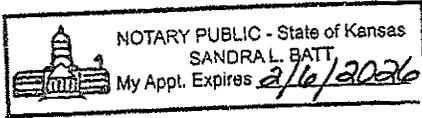


EXHIBIT A TO UNIT AGREEMENT

Waldo Water Flood Unit

Russell County, Kansas

TRACTS AND TRACT PARTICIPATIONS

Tract participation is based upon a unitization formula which contains the following, equally weighted factors:

- 1/3 **Current Production:** Oil production from November 1, 2023 – February 29, 2024.
- 1/3 **Cumulative Production:** Total cumulative production to December 31, 2023.
- 1/3 **Well Count**

Tract Number	Tract Operator	Tract Name	Description	Tract Participation
1	John O. Farmer, Inc.	Scott	See below	31.95690%
2	John O. Farmer, Inc.	Dockstader	See below	26.60756%
3	John O. Farmer, Inc.	Beran Brothers	See below	41.43554%
				100.000%

Tract 1:

The Southeast Quarter (SE/4) of Section Ten (10), Township Twelve (12) South, Range Thirteen (13) West of the 6th P.M.

Tract 2:

The Northwest Quarter (NW/4) of Section Fourteen (14), Township Twelve (12) South, Range Thirteen (13) West of the 6th P.M.

Tract 3:

The Northeast Quarter (NE/4) of Section Fifteen (15), Township Twelve (12) South, Range Thirteen (13) West of the 6th P.M.

Waldo Water Flood
T12S R13W-Russell County, KS

EXHIBIT B

