

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the matter of Running Foxes Petroleum, Inc's)	Docket No. 25-CONS-3324-CMSC
(Operator) responsibility for six abandoned)	
wells located in Section 28, Township 28 South,)	CONSERVATION DIVISION
Range 22 East, Crawford County, Kansas.)	
)	License No. 33397

PRE-FILED TESTIMONY OF

TROY RUSSELL

ON BEHALF OF COMMISSION STAFF

AUGUST 15, 2025

1 **Q. What is your name and business address?**

2 A. Troy Russell, 137 West 21st Street, Chanute, Kansas 66720.

3 **Q. By whom are you employed and in what capacity?**

4 A. I am employed by the Conservation Division of the Kansas Corporation Commission,
5 District #3 Office, as the District #3 Professional Geologist (P.G.) Supervisor.

6 **Q. Would you please briefly describe your background and work experience.**

7 A. I received my Bachelor of Science degree from Kansas State University in 1989. I began
8 work with the State of Kansas as a Geologist in 1991. I received my P.G. license in 1992. I
9 came to work in the Chanute District #3 Office within the Conservation Division of the KCC
10 in 1997 as a P.G., primarily overseeing site remediation of environmental impacts to soil and
11 water resources resulting from oil & gas producing activities. I became the District #3
12 Supervisor, P.G. in 2017.

13 **Q. What duties does your position with the Conservation Division involve?**

14 A. I oversee the daily operations in District #3 as related to oil and gas activities. I supervise
15 two Public Service Administrators, eleven Environmental Compliance and Regulatory
16 Specialists (ECRS), and two District Geologists.

17 **Q. Have you previously testified before this Commission?**

18 A. Yes.

19 **Q. What is the purpose of your testimony in this matter?**

20 A. The purpose of my testimony is to discuss certain facts that appear to indicate Running Foxes
21 Petroleum (Operator) is a potentially responsible party for six wells on the Guy lease in
22 Section 28, Township 28 South, Range 22 East, Crawford County, Kansas (Subject Lease).
23 Those six wells are the Guy #I-1, API #15-037-01433; Guy #I-2, API #15-037-01434, Guy

1 #5-28B-INJ, API #15-037-22325; Guy #8, API #15-037-19395; Guy #23, API #15-037-
2 01714; and Guy #25, API #15-037-01708 (Subject Wells).

3 **Q. How were these wells brought to Staff's attention?**

4 A. The District #3 office was looking at putting together a fee fund project to plug the wells on
5 the Subject Lease. As part of that process, Mr. Russell Hine, who is the District #3
6 Abandoned Well Coordinator, will reach out to Legal Staff in order to review whether there
7 are any potentially responsible parties for the wells we are looking to include as part of the
8 project. The communication between Mr. Hine and Legal Staff includes a copy of the field
9 report created by District Staff for the wells that we are looking to include as part of the fee
10 fund project. A copy of District Staff's field report for the Subject Lease is attached to my
11 testimony as *Exhibit TR-1*.

12 **Q. How does Commission Staff utilize K.S.A. 55-179?**

13 A. Staff utilizes K.S.A. 55-179 to identify persons who would be responsible for the care and
14 control of an abandoned well. Those that are legally responsible for the care and control of
15 an abandoned well include (1) any person causing pollution or loss of usable water through
16 the well; (2) the most recent operator to produce from or injection into the well, but if no
17 production or injection has occurred, the person that caused the well to be drilled; (3) the
18 person that most recently accepted responsibility for the well by accepting an assignment or
19 by signing an agreement or other written document between private parties; (4) the operator
20 that most recently filed a complete report of transfer with the Commission in which such
21 operator accepted responsibility for the well or, if no completed report of transfer has been
22 filed, the operator that most recently filed a well inventory with the Commission in which
23 such operator accepted responsibility for the well; (5) the operator that most recently plugged

1 the well; and (6) any person that tampers with a well; intentionally destroys, buries or
2 damages a well; intentionally changes the physical status of the well that results in more than
3 a de minimis increase in plugging costs; or conducts physical operations upon the well
4 without Commission authorization.

5 Under K.S.A. 55-179(e) an abandoned well is defined as a well that is not claimed on an
6 operator's license that is active with the Commission and is unplugged, improperly plugged,
7 or no longer effectively plugged. Since the Subject Wells remain unplugged and are not
8 claimed on an active license, they are abandoned wells.

9 **Q. How was Operator identified as a potentially responsible party for the Subject Wells?**

10 A. Operator was identified as a potentially responsible party for the Subject Wells because
11 Commission records indicate Operator was the last person to inject into the Guy #I-1, Guy
12 #I-2, and Guy #5-28B-INJ wells. Attached to my testimony as *Exhibit TR-2* are Annual
13 Report of Pressure Monitoring, Fluid Injection and Enhanced Recovery (U3C) reports for
14 the Guy #I-1, Guy #I-2, and Guy #5-28B-INJ wells. The U3C reports indicate the last
15 injection into the Guy #I-1 and Guy #I-2 was by Operator in February 2017 and the last
16 injection into the Guy #5-28B-INJ was by Operator in December 2016. Additionally, while
17 Commission records do not indicate that Operator was the last operator to produce from or
18 inject into the Guy #8, Guy #23, or Guy #25 wells, Staff believes Operator is responsible for
19 the wells based upon the reasons discussed in my testimony below.

20 **Q. Did Staff send a letter to Operator regarding these wells?**

21 A. Yes. On January 31, 2025, I was cc'd on a letter from Legal Staff to Operator which indicated
22 that Operator appeared to be a potentially responsible party for the Subject Wells pursuant
23 to K.S.A. 55-179(b)(2) as the most recent operator to produce from or inject or dispose into

1 the wells, or if no production or injection has occurred, as the person that caused the well to
2 be drilled. I have attached a copy of the letter to my testimony as *Exhibit TR-3*.

3 **Q. Who is considered a potentially responsible party under K.S.A. 55-179(b)(2)?**

4 A. Under K.S.A. 55-179(b)(2) the most recent operator to produce from or inject or dispose into
5 the well is legally responsible for the proper care and control of an abandoned well. The
6 statute also provides that the person who last operated a well shall not be legally responsible
7 for the well if: (A) Such person can demonstrate that the well was physically operating or
8 was in compliance with temporary abandonment regulations immediately before such person
9 transferred or assigned the well to an operator with an active operator's license; and (B) a
10 completed report of transfer was filed pursuant to Commission regulations if transferred or
11 assigned after August 28, 1997.

12 Here, the Subject Lease was transferred from Operator to Cross Country Ventures, LLC,
13 License #35916 via a Request for Change of Operator (T-1) form that was approved by
14 Commission Staff in March 2022. I have attached a copy of the T-1 form to my testimony
15 as *Exhibit TR-4*. However, the Subject Wells were not in physical operation or in compliance
16 with temporary abandonment regulations immediately before being transferred or assigned
17 to Cross Country Ventures, LLC.

18 **Q. What are the Commission's requirements for wells to be in compliance with its**
19 **temporary abandonment regulations?**

20 A. The Commission's regulation regarding temporarily abandoned wells is found under K.A.R.
21 82-3-111. The regulation provides that within 90 days after operations cease on any well
22 drilled for the purpose of exploration, discovery, service, or production of oil, gas, or other
23 minerals, the operator of that well shall either plug the well or file an application with the

1 Conservation Division requesting temporary abandonment authority, on a form prescribed
2 by the Conservation Division.

3 **Q. Could you describe how the Subject Wells were not in physical operation or in**
4 **compliance with temporary abandonment regulations immediately before they were**
5 **transferred?**

6 A. Yes. The T-1 form attached to my testimony as Exhibit TR-4 indicates that the well status
7 for each of the Subject Wells as being an authorized injection well or inactive well at the
8 time of transfer. On the T-1 form, the Guy #I-1, Guy #I-2, Guy #5-28B-INJ, and Guy #23
9 wells have a status as authorized injection wells. Operators are required to annually submit
10 a U3C form to the Conservation Division that shows the amount of fluid that was injected
11 into each of their injection wells over the prior calendar year. As indicated by the reports
12 attached to my testimony, the Guy #I-1, Guy #I-2, and Guy #5-28B-INJ wells were inactive
13 for several years prior to being transferred and did not qualify for exception under K.A.R.
14 82-3-111(e). Additionally, there are no records that indicate the wells were approved for
15 temporary abandonment status. Thus, the wells were out of compliance with the
16 Commission's regulations regarding temporary abandonment at the time of being
17 transferred. Further, there is no indication the wells were operated by Cross Country
18 Ventures, LLC after being transferred. There are no U3C reports available for the Guy #23
19 well. It appears the Guy #23 well was inactive when the well was added to Operator's license,
20 and it was noted that the well was not authorized as an injection well at that time. However,
21 Operator filed temporary abandonment applications for the Guy #23 well in 2016, 2018,
22 2019, and 2020. I have attached a copy of these temporary abandonment applications to my
23 testimony as *Exhibit TR-5*. The most recent temporary abandonment approval for the Guy

1 #23 well expired on October 8, 2021, prior to the well being transferred to Cross Country
2 Ventures, LLC. This shows the well was not in compliance with the Commission's
3 temporary abandonment regulations at the time of transfer.

4 It also appears that the Guy #8 and Guy #25 wells have been inactive since the time they
5 were added to Operator's license. The wells were both listed as inactive when Operator added
6 the wells to its license and Commission databases do not indicate any changes to the well
7 status from the time they were added to Operator's license to the time the wells ended up on
8 the plugging list. Additionally, there are no records which indicate Operator submitted
9 temporary abandonment applications for the Guy #8 and Guy #25 wells after they were added
10 to Operator's license. However, the Guy #8 and Guy #25 wells were added to a Compliance
11 Agreement between District #3 Staff and Operator and had not been brought into compliance
12 with the terms of that agreement by Operator. Operator is responsible for bringing these wells
13 into compliance based upon the compliance agreement Operator executed with Commission
14 Staff.

15 **Q. Can you provide the Commission with any additional details regarding the compliance**
16 **agreement the Guy #8 and Guy #25 wells are included with?**

17 A. Yes. On July 21, 2020, the Commission issued an Order Approving Compliance Agreement
18 in Docket 21-CONS-3017-CMSC (Docket 21-3017). Subsequent to the compliance
19 agreement between Operator and District #3 Staff being approved by the Commission,
20 Operator requested that the Guy #8 and Guy #25 wells be added to its Commission approved
21 compliance agreement. On April 28, 2021, Commission Staff filed a Status Update in the
22 docket to add these wells to the agreement. On May 11, 2021, the Commission issued an
23 Order Approving the Addition of Wells and Extension of Final Deadline wherein the Guy

1 #8 and Guy #25 wells were added to the agreement. There has been no indication that the
2 wells have been brought into compliance with the Commission's rules and regulations since
3 being added to the agreement. Further, on April 21, 2025, Commission Staff submitted a
4 Motion to Amend Compliance Agreement in Docket 21-3017 after executing an updated
5 compliance agreement with Operator. This updated agreement was signed by me and
6 Operator and includes both the Guy #8 and Guy #25 wells. On April 29, 2025, the
7 Commission issued an Order Granting Motion to Amend Compliance Agreement in Docket
8 21-3017. I have attached a copy of Staff's Motion which includes a copy of the amended
9 agreement and the Commission's Order to my testimony as ***Exhibit TR-6***. Thus, Operator is
10 still responsible for ensuring the Guy #8 and Guy #25 wells are brought into compliance per
11 the terms of that amended compliance agreement.

12 **Q. Do you know if another potentially responsible party was identified for the wells on the**
13 **Subject lease?**

14 A. Yes. It appears that there may be multiple potentially responsible parties for wells on the
15 Subject Lease. It is my understanding that all of the wells on the Subject Lease are listed
16 under the expired and suspended license for Cross Country Ventures, LLC. In Docket 24-
17 CONS-3280-CPEN, the Commission penalized Cross Country Ventures, LLC for having
18 unplugged wells on its expired license, including the wells on the Subject Lease. Each of the
19 wells on the Subject Lease were placed on the state plugging list pursuant to this order in
20 July 2024. However, as indicated in my testimony above, Operator has also been identified
21 as a potentially responsible party for the Subject Wells on the Subject Lease.

1 **Q. Please summarize your recommendations.**

2 A. I believe the evidence presented in my testimony indicates that Operator is responsible for
3 the care and control of the Subject Wells. I would recommend that the Commission find
4 Operator to be a responsible party for the Subject Wells and require Operator to plug the
5 wells.

6 **Q. Does this conclude your testimony?**

7 A. Yes.

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Inspection Date: 10/10/2024 District: 3 Incident Number: 8788

☒ New Situation ☒ Lease Inspection
☐ Response to Request ☐ Complaint
☐ Follow-up ☒ Field Report

Operator License No: 35916 API: Q3: Q2: Q1:
Operator Name: Cross Country Ventures SEC 28 TWP 28 RGE 22 RGEDIR: E
Address: 1079 X Ray RD FSL:
City: Chetopa FEL:
State: KS Zip Code: 67336 Lease: Guy Well No.:
Phone contact: (409)-242-7374 County: CR

Reason for Investigation:

Possible fee fund project Guy lease 28-28-22E CR. Co.

Problem:

Inactive well not on an active operator's well inventory 28-28-22E CR. Co. that are in the flood plain of an unnamed creek that runs through the property.

Persons contacted:

Brian Guy (620)-724-2463

Findings:

I started my lease inspection of the Guy lease 28-28-22E CR. Co. on October 10, 2024, and finished the lease inspection on October 11, 2024. During my lease inspection I referenced 35 inactive wells not on an active operator's well inventory with GPS. The 35 wells I referenced with GPS on the Guy lease fall in the fluid plain of a large unnamed creek that runs through the property. This creek empties into Walnut Creek less than a mile west of the property. Research found that these wells are on Cross Country Ventures LLC suspended license #35916 well inventory. Cross Country Ventures license was suspended on May 23, 2024, and it appears the status of wells on their well inventory was changed to PL on July 3, 2024. Since this lease had an operator when the wells on the surrounding leases were authorized, I did not research to see if any of the wells on the Guy lease fell within the area of review of an authorized enhanced recovery well. Further research found that most of the wells on the Guy lease have a reported total vertical depth of 350 feet.

Actions / Recommendation

Follow-up Required ☐

Deadline Date:

I will refer this report to District # 3 Abandoned well coordinator Russell Hine for review. It is my recommendation that the 35 wells I referenced with GPS on the Guy lease 28-28-22E CR. Co. be considered for possible fee fund plugging. It is my further recommendation that since a large majority of the wells on the Guy lease either do not have cement present at the surface on the backside or are full of fluid on the backside that these wells be perforated before being plugged.

Photo's Taken: 70

☒ RBDMS ☒ KGS ☐ KOLAR Report Prepared By: Dallas Logan
☒ District Files ☒ Courthouse Position: E.C.R.S.

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Additional Findings:

Guy # 1 API # 15-037-19388-00-00 Lat. 37.580408 & Long. -95.015101, 2759 FSL 5148 FEL, SW SW NW. The Guy # 1 is an inactive oil well not on an active operator's well inventory constructed with 2 inch casing, a 1 inch production string, and a pump jack. See attached photo's 661 and 662.

Guy # WSW-1 API # 15-037-19409-00-00 Lat. 37.580481 & Long. -95.014685, 2785 FSL & 5029 FEL, SW SW NW. The Guy WSW-1 is an inactive water supply well not on an active operator's well inventory constructed with 4.5 casing, and 2 inch tubing that is not shut in with surface control. See attached photo's 663 and 664.

Guy # I-1 API # 15-037-01433-00-00 Lat. 37.580143 & Long. -95.014518, 2654 FSL & 4975 FEL, SW SW NW. The Guy # I-1 is an inactive enhanced recovery well not on an active operator's well inventory constructed with 2 inch casing. See attached photo's 665 and 666.

Guy # 4 API # 15-037-19391-00-00 Lat. 37.580555 & -95.014049, 2813 FSL & 4843 FEL, SW SW NW. The Guy # 4 is an inactive oil well not on an active operator's well inventory constructed with 2 inch casing, a 1 inch production string, and a pump jack. See attached photo's 667 and 668.

Guy # 5 API # 15-037-19392-00-00 Lat. 37.580710 & Long. -95.013639, 2870 FSL & 4724 FEL, SW SW NW. The Guy # 5 is an inactive oil well not on an active operator's well inventory constructed with 7 inch surface casing, 2 inch casing, a 1 inch production string, and a pump jack. This well does not have cement present at the surface between the 7 inch casing and the 2 inch casing. See attached photo's 669 and 670.

Guy # I-2 API # 15-037-01434-00-00 Lat. 37.580107 & Long. -95.013346, 2650 FSL & 4639 FEL, SW SW NW. The Guy I-2 is an inactive enhanced recovery well not on an active operator's well inventory constructed with 7 inch surface casing and 2 inch casing. See attached photo's 671 and 672.

Guy # 2 API # 15-037-19389-00-00 Lat. 37.580499 & Long. -95.012719, 2794 FSL & 4458 FEL, SE SW NW. The Guy # 2 is an inactive oil well not on an active operator's well inventory constructed with 6 inch casing, 2 inch casing, a 1 inch production string, and a pump jack. See attached photo's 673 and 674.

Guy # 14 API # 15-037-19401-00-00 Lat. 37.581045 & Long. -95.012182, 2995 FSL & 4301 FEL, SE SW NW. The Guy # 14 is an inactive oil well not on an active operator's well inventory constructed with 2 inch casing a 1 inch production string and a pump jack. See attached photo's 675 and 676.

Guy # 13 API # 15-037-19400-00-00 Lat. 37.581339 & Long. -95.012927, 2162 FSL & 4516 FEL, SE SW NW. The Guy # 13 is an inactive oil well Constructed with 6 inch casing, 2 inch casing, a 1 inch production string, and a pump jack. The area between the 6 inch and 2 inch casing is full of fluid. See attached photo's 677 and 678.

Guy # 12 API # 15-037-19399-00-00 Lat. 37.581381 & Long. -95.013956, 3113 FSL & 4814 FEL, SW SW NW. The Guy # 12 is an inactive oil well not on an active operator's well inventory constructed with 2 inch casing, a 1 inch production string, and a pump jack. See attached photo's 679 and 680.

Guy # 11 API # 15-037-19398-00-00 Lat. 37.581280 & Long. -95.014928, 3076 FSL & 5098 FEL, SW SW NW. The Guy # 11 is an inactive oil well not on an active operator's well inventory constructed with 2 inch casing, a 1 inch production string, and a pump jack. See attached photo's 681 and 682.

Guy # 5-28B-3 API # 15-037-22320-00-00 Lat. 37.582037 & Long. -95.014795, 3352 FSL & 5059 FEL, NW SW NW. The Guy # 5-28B-3 is an inactive oil well not on an active operator's well inventory constructed with 8 5/8 surface casing, 2 7/8 casing, a 1 inch production string and a pump jack. The 2 7/8 casing is full of fluid and has been leaking impacted the area around the well head. See attached photo's 683 and 684.

Guy # 5-28B-INJ API # 15-037-22325-00-00 Lat. 37.582600 & Long. -95.014240, 3557 FSL & 4898 FEL, NW SW NW. The Guy # 5-28B-INJ is an inactive enhanced recovery well not on an active operator's well inventory constructed with 8 5/8 surface casing, and 2 7/8 casing. See attached photo's 685, and 686.

Guy # 5-28B-4 API # 15-037-22321-00-00 Lat. 37.582185 & -95.013747, 3407 FSL & 4755 FEL, NW SW NW. The Guy # 5-28B-4 is an inactive oil well not on an active operator's well inventory constructed with 8 5/8 surface casing, 2 7/8 casing, a 1 inch production string and a pump jack. The 2 7/8 inch casing does have a stuffingbox installed however the 2 7/8 is full of fluid and starting to leak. See attached photo's 687

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and 688.

Guy # 13 API # 15-037-01711-00-00 Lat. 37.582337 & Long. -95.012710, 3463 FSL & 4455 FEL, NE SW NW. The Guy # 13 is an inactive oil well not on an active operator's well inventory constructed with 2 inch casing. See attached photo's 689 and 690.

Guy # 18 API # 15-037-01713-00-00 Lat. 37.582637 & Long. -95.009967, 3557 FSL & 3655 FEL, NW SE NW. The Guy # 18 is an inactive enhanced recovery well not on an active operator's well inventory constructed with 2 inch casing. See attached photo's 691 and 692.

Guy # 16 API # 15-037-19403-00-00 Lat. 37.581786 & Long. -95.011761, 3263 FSL & 4180 FEL, SE SW NW. The Guy # 16 is an inactive oil well not on an active operator's well inventory constructed with 2 inch casing, a 1 inch production string, and a pump jack. See attached photo's 693 and 694.

Guy # 16 API # 15-037-01712-00-00 Lat. 37.581071 & Long. -95.011095, 3003 FSL & 3986 FEL, SE SW NW. The Guy # 16 is an inactive enhanced recovery well not on an active operator's well inventory constructed with 2 inch casing. See attached photo's 695 and 696.

Guy # 3 API # 15-037-19390-00-00 Lat. 37.580456 & Long. -95.010468, 2781 FSL & 3806, SW SE NW. The Guy # 3 is an inactive oil well not on an active operator's well inventory constructed with 6 inch casing, 2 inch casing, a 1 inch production string and a pump jack. The area between the 6 inch casing and the 2 inch casing is full of fluid on this well. See attached photo's 697 and 698.

Guy # 15 API # 15-037-19402-00-00 Lat. 37.581238 & Long. -95.010455, 3065 FSL & 3800 FEL, SW SE NW. The Guy # 15 is an inactive oil well not on an active operator's well inventory constructed with 6 inch casing, 2 inch casing, a 1 inch production string, and a pump jack. This well has leaked and impacted the area to the north and south of the well head. See attached photo's 699 and 700.

Guy # 17 API # 15-037-19404-00-00 Lat. 37.582043 & Long. -95.009110, 3358 FSL & 3412 FEL, NW SE NW. The Guy # 17 is an inactive oil well not on an active operator's well inventory constructed with 2 inch casing, a 1 inch production string, and a pump jack. See attached photo's 701 and 702.

Guy # 18 API # 15-037-19405-00-00 Lat. 37.582902 & Long. -95.008957, 3668 FSL & 3368 FEL, NW SE NW. The Guy # 18 is an inactive oil well not on an active operator's well inventory constructed with 6 inch casing, 2 inch casing, a 1 inch production string, and a pump jack. There is not cement present at surface between the 6 inch casing and the 2 inch casing. See attached photo's 703 and 704.

Guy # 23 API # 15-037-01714-00-00 Lat. 37.582162 & Long. -95.008292, 3388 FSL & 3200 FEL, NE SE NW. The Guy # 23 is an inactive enhanced recovery well not on an active operator's well inventory constructed with 2 inch casing. See attached photo's 705 and 706.

Guy # 23 API # 15-037-01706-00-00 Lat. 37.582733 & Long. -95.007782, 3611 FSL & 3027 FEL, NE SE NW. The Guy # 23 is an inactive oil well not on an active operator's well inventory constructed with 6 inch casing, and 2 inch casing. See attached photo's 707 and 708.

Guy # 22 API # 15-037-01705-00-00 Lat. 37.583919 & Long. -95.007006, 4044 FSL & 2800 FEL, SE NE NW. The Guy # 22 is an inactive oil well not on an active operator's well inventory constructed with 6 inch casing, 2 inch casing, a 1 inch production string, and a pump jack. See attached photo's 709 and 710.

Guy # 10 API # 15-037-19397-00-00 Lat. 37.583061 & Long. -95.006940, 3731 FSL & 2783 FEL, NE SE NW. The Guy # 10 is an inactive oil well not on an active operator's well inventory constructed with 6 inch casing, 2 inch casing, a 1 inch production string, and a pump jack. See attached photo's 711 and 712.

Guy # 9 API # 15-037-19396-00-00 Lat. 37.582202 & Long. -95.006936, 3418 FSL & 2783 FEL, NE SE NW. The Guy # 9 is an inactive oil well not on an active operator's well inventory constructed with 4.5 inch casing, 2 inch casing, a 1 inch production string, and a pump jack. See attached photo's 713 and 714.

Guy # 6 API # 15-037-19393-00-00 Lat. 37.581368 & Long. -95.006921, 3116 FSL & 2777 FEL, SE SE NW. The Guy # 6 is an inactive oil well not on an active operator's well inventory constructed with 4.5 inch casing, 2 inch casing, rods, and a pump jack. This well has a stuffingbox installed however the 2 inch casing appears to be full of fluid and starting to leaking around the top of the stuffing box. See attached photo's 715

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and 716.

Guy # 8 API # 15-037-19395-00-00 Lat. 37.580554 & Long. -95.006865, 2817 FSL & 2763 FEL, SE SE NW. The Guy # 8 is an inactive oil well not on an active operator's well inventory constructed with 6 inch casing, 2 inch casing, a 1 inch production string, and a pump jack. There is not cement present at surface between the 6 inch casing and the 2 inch casing. See attached photo's 717 and 718.

Guy # 7 API # 15-037-19394-00-00 Lat. 37.580374 & Long. -95.007664, 2751 FSL & 2995 FEL, SE SE NW. The Guy # 7 is an inactive oil well not on an active operator's well inventory constructed with 6 inch casing, 2 inch casing, a 1 inch production string, and a pump jack. The area between the 6 inch casing and 2 inch casing is full of fluid and starting to leak impacting the area around the well head. See attached photo's 719 and 720.

Guy # 7 API # 15-037-01710-00-00 Lat. 37.580770 & Long. -95.008306, 2892 FSL & 3192 FEL, SE SE NW. The Guy # 7 is an inactive enhanced recovery well not on an active operator's well inventory constructed with 2 inch casing. See attached photo's 721 and 722.

Guy # 25 API # 15-037-01708-00-00 Lat. 37.580370 & Long. -95.009209, 2750 FSL & 3441 FEL, SW SE NW. The Guy # 25 is an inactive oil well not on an active operator's well inventory constructed with 2 inch casing, a 1 inch production string, and a pump jack. See attached photo's 723 and 724.

Guy # 24 API # 15-037-01707-00-00 Lat. 37.581218 & Long. -95.007892, 3060 FSL & 3058 FEL, SE SE NW. The Guy # 24 is an inactive oil well not on an active operator's well inventory constructed with 6 inch casing, 2 inch casing, a 1 inch production string, and a pump jack. The area between the 6 inch casing and 2 inch casing is full of fluid. See attached photo's 725 and 726.

Guy # 19 API # 15-037-19406-00-00 Lat. 37.583731 & Long. -95.008643, 3970 FSL & 3267 FEL, SE NE NW. The Guy # 19 is an inactive oil well not on an active operator's well inventory constructed with 2 inch casing, a 1 inch production string, and a pump jack. This well has an oil stain around the well head along with free standing fluids that appear to be coming from around the 2 inch casing. See attached photo's 727 and 728.

Guy # 21 API # 15-037-19408-00-00 Lat. 37.584724 & Long. -95.006944, 4336 FSL & 2783 FEL, SE NE NW. The Guy # 21 is an inactive oil well not on an active operator's well inventory constructed with 6 inch casing and a 1 inch production string. See attached photo's 731 and 732.

Courthouse research was conducted from present till 1982. Research did find that the first recorded oil lease on the property was December 23, 1929.

Assignment Oil & Gas June 7, 2022

Grantor: Running Foxes Petroleum Inc. Grantee: Cross Country Ventures LLC, Book 654 Page 369.

Affidavit of Production December 22, 2014

Grantor: Running Foxes Petroleum Inc. Grantee: Mildred E Guy, Book 616 Page 892.

Release Oil & Gas November 6, 2014

Grantor: Charlotte D. Sexton, Grantee: Mildred Guy, Book 616 Page 352.

Affidavit of Non-Production November 6, 2014

Grantor: Charlotte D. Sexton, Grantee: The Public, Book 616 Page 351.

Release Oil & Gas November 6, 2014

Grantor: Shawn Gumfory, Grantee: Mildred Guy, Book 616 Page 350.

Affidavit of Non-Production November 6, 2014

Grantor: Shawn Gumfory, Grantee: The Public, Book 616 Page 349.

Affidavit of Non-Production November 6, 2014

Grantee: Brian Guy, executor, Grantor: The Public, Book 616 Page 355.

Affidavit of Production July 9, 2013

Grantor: Shawn Gumfory, Grantee: The Public, Book 609 Page 790.

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Affidavit of Non-Production June 18, 2013

Grantor: Mildred E. Guy, Grantee: The Public, Book 609 Page 445.

Agreement/ Easement March 18, 2013

Grantor: Mildred E. Guy, Grantee: Running Foxes Petroleum Inc. Book 607 Page 981.

Oil & Gas Lease.

Grantor: Mildred E. Guy, Grantee: Running Foxes Petroleum Inc. Book 607 Page 980.

Affidavit of Non-Production March 18, 2013.

Grantor: Mildred E. Guy, Grantee: The Public, Book 607 Page 979.

Assignment Oil & Gas lease October 22, 2012.

Grantor: Leland Gumfory R.T. Grantee: Shawn Gumfory, Book 605 Page 773.

Assignment Oil & Gas lease June 9, 1993.

Grantor: H & G Pulling & Rotary Drilling, Grantee: Leland Gumfory or Darlene Gumfory, Book 179 Page 87.
Remarks half interest.

Assignment Oil & Gas lease June 9, 1993.

Grantor: H & G Pulling & Rotary Drilling, Grantee: Duane Gumfory or Phyllis Gumfory, Book 179 Page 86.
Remarks half interest.

Assignment Oil & Gas lease November 30, 1992.

Grantee: Imco Oil Company, Grantee: H & G Pulling & Rotary Drilling, Book 169 Page 724.

Assignment Oil & Gas lease October 27, 1992.

Grantor: Irene Price, Grantee: Imco Oil Co. Book 168 Page 100.

Notice Oil & Gas lease not Forfeited June 8, 1992.

Grantor: Price Oil Company, Grantee: The Public, Book 161 Page 330.

Notice Oil & Gas lease not Forfeited June 4, 1992.

Grantor: Imco Oil Co. Grantee: The Public, Book 161 Page 209.

Re-Record Oil & Gas Lease November 12, 1991.

Grantor: Imco Oil Company, Grantee: Irene Price, Book 151 Page 510.

Assignment Oil & Gas lease November 6, 1991.

Grantor: Imco Oil Company, Grantee: Irene Price, Book 151 Page 425.

Re-Record Assignment Oil & Gas lease February 7, 1990.

Grantor: Imco Oil Company, Grantee: Irene Price, Book 136 Page 521.

Assignment Oil & Gas lease January 8, 1990.

Grantor: Imco Oil Company, Grantee: Irene Price, Book 136 Page 183.

Assignment Oil & Gas lease February 17, 1989.

Grantor: Imco Oil Company, Grantee: Irene Price, Book 133 Page 231.

Affidavit December 23, 1988.

Grantor: James W. & Mildred E. Guy. Grantee: The Public, Book 132 Page 651.

Assignment Oil & Gas lease December 22, 1988.

Grantor: Leslie G. Rathdrum/ Arcturus Oil Co. Grantee: Imco Oil Co. Book 132 Page 649.

Assignment Oil & Gas lease December 16, 1988.

Grantor: James E. Russell Petroleum Inc. Grantee: Imco Oil Co. Book 132 Page 607.

Oil & Gas lease November 29, 1988.

KCC OIL/GAS REGULATORY OFFICES

Grantor: James W. Guy & wife, Grantee: Imco Oil Co. etal, Book 132 Page 495.

Assignment Oil & Gas lease November 12, 1986

Grantor: Lori McGown Mueller, Grantee: Leslie G. Rathdrum/ Arcturus Oil Co. Book 125 Page 227.

Assignment Oil & Gas lease June 4, 1986.

Grantor: Carolyn McGown, Grantee: Lori McGown, Book 122 Page 623.

Assignment Oil & Gas lease November 17, 1983.

Grantor: Moco Oil Co., Inc. Grantee: Carolyn McGown, Book 113 Page 589.

Assignment Oil & Gas lease November 17, 1983.

Grantor: K.L.I. Corporation, Grantee: Moco Oil Co., Inc. Book 113 Page 587.

Assignment Oil & Gas lease November 17, 1983.

Grantor: James E. Russell Petrdeum, Inc. Grantee: Moco Oil, Inc. Book 113 Page 583.

Ratification Oil & Gas lease November 17, 1983.

Grantor: James W. Guy, Mildred E. Guy, Grantee: Moco Oil Company, Book 112 page 581.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SW SW NW 28-28-22E
County: Crawford	PIC ID#: 661662
Subject: Guy # 1	PIC Orientation: South
FSL: 2759	Latitude: 37.580408
FEL: 5148	Longitude: -95.0015101
API#: 15-037-19388-00-00	
Date: October 10, 2024	Time: 9:44 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 1 is an inactive oil well constructed with 2 inch casing, a 1 inch pump string, and a pump jack. You can also see in the photo on the right that this well is not shut in.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SW SW NW 28-28-22E
County: Crawford	PIC ID#: 663
Subject: Guy # WSW-1	PIC Orientation: North
FSL: 2785	Latitude: 37.580481
FEL: 5029	Longitude: -95.014518
API#: 15-037-19409-00-00	
Date: October 10, 2024	Time: 9:48 AM
Staff: Dallas Logan	

Additional Information: In this photo you can see the area around the Guy # WSW-1. You can also see this well is constructed with 4.5 inch casing and 2 inch tubing.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SW SW NW 28-28-22E
County: Crawford	PIC ID#: 664
Subject: Guy # WSW-1	PIC Orientation: North
FSL: 2785	Latitude: 37.580481
FEL: 5029	Longitude: -95.014518
API#: 15-037-19409-00-00	
Date: October 10, 2024	Time: 9:48 AM
Staff: Dallas Logan	

Additional Information: In this photo you can see the Guy # WSW-1 is an inactive water supply well constructed with 4.5 inch casing and 2 inch tubing that is not shut in with surface control.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SW SW NW 28-28-22E
County: Crawford	PIC ID#: 665 & 666
Subject: Guy # I-1	PIC Orientation: South & Northwest
FSL: 2654	Latitude: 37.580143
FEL: 4975	Longitude: -95.014518
API#: 15-037-01433-00-00	
Date: October 10, 2024	Time: 9:52 & 9:54 AM
Staff: Dallas Logan	

Additional Information: In the photo on the left you can see the area around the Guy # I-1. In the photo on the right you can see that the Guy # I-1 is an inactive enhanced recovery well constructed with 2 inch casing.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SW SW NW 28-28-22E
County: Crawford	PIC ID#: 667 & 668
Subject: Guy # 4	PIC Orientation: Northwest
FSL: 2813	Latitude: 37.580555
FEL: 4843	Longitude: -95.014049
API#: 15-037-19391-00-00	
Date: October 10, 2024	Time: 9:57 & 9:58 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 4 is an inactive oil well constructed with 2 inch casing, a 1 inch production string, and a pump jack. In the photo on the right you can see that this well is not shut in.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SW SW NW 28-28-22E
County: Crawford	PIC ID#: 669 & 670
Subject: Guy # 5	PIC Orientation: North
FSL: 2870	Latitude: 37.580710
FEL: 4724	Longitude: -95.013639
API#: 15-037-19392-00-00	
Date: October 10, 2024	Time: 10:02 AM
Staff: Dallas Logan	

Additional Information: In the photo on the left you can see the Guy # 5 is an inactive oil well constructed with 7 inch casing, 2 inch casing, a 1 inch pump string, and a pump jack. You can also see that the area between the 7 inch casing and the 2 inch casing does not have cement present at the surface. Also the 2 inch casing is not shut in. The photo on the left shows the area around the Guy # 5.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SW SW NW 28-28-22E
County: Crawford	PIC ID#: 671 & 672
Subject: Guy # I-2	PIC Orientation: South & North
FSL: 2650	Latitude: 37.580107
FEL: 4639	Longitude: -95.013346
API#: 15-037-01434-00-00	
Date: October 10, 2024	Time: 10:07 & 10:08 AM
Staff: Dallas Logan	

Additional Information: In the photo on the left you can see the area around the Guy # I-2. In the photo on the right you can see that the Guy # I-2 is an inactive enhanced recovery well constructed with 7 inch surface casing and 2 inch casing.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SE SW NW 28-28-22E
County: Crawford	PIC ID#: 673 & 674
Subject: Guy # 2	PIC Orientation: Southeast
FSL: 2794	Latitude: 37.580499
FEL: 4458	Longitude: -95.012719
API#: 15-037-19389-00-00	
Date: October 10, 2024	Time: 10:13 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 2 is an inactive oil well constructed with 6 inch casing, 2 inch casing, a 1 inch production string, and a pump jack.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SE SW NW 28-28-22E
County: Crawford	PIC ID#: 675 & 676
Subject: Guy # 14	PIC Orientation: Southeast & North
FSL: 2995	Latitude: 37.581045
FEL: 4301	Longitude: -95.012182
API#: 15-037-19401-00-00	
Date: October 10, 2024	Time: 10:19 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 14 is an inactive oil well constructed with 2 inch casing, a 1 inch production string, and a pump jack. In the photo on the right you can see that this well is not shut in.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SE SW NW 28-28-22E
County: Crawford	PIC ID#: 677 & 678
Subject: Guy # 13	PIC Orientation: West & North
FSL: 2162	Latitude: 37.581339
FEL: 4516	Longitude: -95.012927
API#: 15-037-19400-00-00	
Date: October 10, 2024	Time: 10:23 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 13 is an inactive oil well constructed with 6 inch casing, 2 inch casing, a 1 inch production string, and a pump jack. In the photo on the right you can see that the 2 inch casing is not shut in. You can also see that the area between the 6 inch casing and 2 inch casing is full of fluid.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SW SW NW 28-28-22E
County: Crawford	PIC ID#: 679 & 680
Subject: Guy # 12	PIC Orientation: North
FSL: 3313	Latitude: 37.581381
FEL: 4814	Longitude: -95.013956
API#: 15-037-19399-00-00	
Date: October 10, 2024	Time: 10:28 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 12 is an inactive oil well constructed with 2 inch casing, a 1 inch production string, and a pump jack.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SW SW NW 28-28-22E
County: Crawford	PIC ID#: 681 & 682
Subject: Guy # 11	PIC Orientation: North
FSL: 3076	Latitude: 37.581280
FEL: 5098	Longitude: -95.014928
API#: 15-037-19398-00-00	
Date: 10/10/2024	Time: 10:32 & 10:33 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 11 is an inactive oil well constructed with 2 inch casing, a 1 inch production string, and a pump jack.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: NW SW NW 28-28-22E
County: Crawford	PIC ID#: 683 & 684
Subject: Guy # 5-28B-3	PIC Orientation: North & East
FSL: 3352	Latitude: 37.582037
FEL: 5059	Longitude: -95.014795
API#: 15-037-22320-00-00	
Date: October 10, 2024	Time: 10:36 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 5-28B-3 is an inactive oil well constructed with 8 5/8 surface casing, 2 7/8 casing, a 1 inch production string, and a pump jack. You can also see that the 2 7/8 is full of fluid allowing the well to leak and impact the area around the well head and to the north of the well head.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: NW SW NW 28-28-22E
County: Crawford	PIC ID#: 685 & 686
Subject: Guy # 5-28B-INJ	PIC Orientation: North
FSL: 3557	Latitude: 37.582600
FEL: 4898	Longitude: -95.014240
API#: 15-037-22325-00-00	
Date: October 10, 2024	Time: 10:39 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 5-28B-INJ is an inactive enhanced recovery well constructed with 8 5/8 surface casing and 2 7/8 casing.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: NW SW NW 28-28-22E
County: Crawford	PIC ID#: 687 & 688
Subject: Guy # 5-28B-4	PIC Orientation: West
FSL: 3407	Latitude: 37.582185
FEL: 4755	Longitude: -95.013747
API#: 15-037-22321-00-00	
Date: October 10, 2024	Time: 10:45 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 5-28B-4 is an inactive oil well constructed with 8 5/8 surface casing 2 7/8 casing a 1 inch production string, and a pump jack. In the photo on the right you can see there is a stuffing box installed on the 2 7/8 casing. However you can see that the 2 7/8 is full of fluid and starting to leak around the stuffing box.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: NE SW NW 28-28-22E
County: Crawford	PIC ID#: 689 & 690
Subject: Guy # 13	PIC Orientation: Northwest
FSL: 3463	Latitude: 37.582337
FEL: 4455	Longitude: -95.012710
API#: 15-037-01711-00-00	
Date: October 10, 2024	Time: 10:51 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 13 is an inactive oil well constructed with 2 inch casing.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: NW SE NW 28-28-22E
County: Crawford	PIC ID#: 691 & 692
Subject: Guy # 18	PIC Orientation: Southwest
FSL: 3557	Latitude: 37.582637
FEL: 3655	Longitude: -95.009967
API#: 15-037-01713-00-00	
Date: October 10, 2024	Time: 11:00 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 18 is an inactive enhanced recovery well constructed with 2 inch casing.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SE SW NW 28-28-22E
County: Crawford	PIC ID#: 693 & 694
Subject: Guy # 16	PIC Orientation: Northwest
FSL: 3263	Latitude: 37.581786
FEL: 4180	Longitude: -95.011761
API#: 15-037-19403-00-00	
Date: October 10, 2024	Time: 11:21 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 16 is an inactive oil well constructed with 2 inch casing, a 1 inch production string, and a pump jack.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SE SW NW 28-28-22E
County: Crawford	PIC ID#: 695 & 696
Subject: Guy # 16	PIC Orientation: South
FSL: 3003	Latitude: 37.581071
FEL: 3986	Longitude: -95.011095
API#: 15-037-01712-00-00	
Date: October 10, 2024	Time: 11:27 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 16 is enhanced recovery well constructed with 2 inch casing.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SW SE NW 28-28-22E
County: Crawford	PIC ID#: 697 & 698
Subject: Guy # 3	PIC Orientation: Southwest & Northwest
FSL: 2781	Latitude: 37.580456
FEL: 3806	Longitude: -95.010468
API#: 15-037-19390-00-00	
Date: October 10, 2024	Time: 11:32 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 3 is an inactive oil well constructed with 6 inch casing, 2 inch casing, a 1 inch production string, and a pump jack. You can see in the photo on the right that the area between the 6 inch casing and the 2 inch casing is full of fluid.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SW SE NW 28-28-22E
County: Crawford	PIC ID#: 699
Subject: Guy # 15	PIC Orientation: West
FSL: 3065	Latitude: 37.581238
FEL: 3800	Longitude: -95.010455
API#: 15-037-19402-00-00	
Date: October 10, 2024	Time: 11:46 AM
Staff: Dallas Logan	

Additional Information: In this photo you can see the area around the Guy # 15. You can see that the well head has leaked and impacted the area to the north and to the south of the well.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SW SE NW 28-28-22E
County: Crawford	PIC ID#: 700
Subject: Guy # 15	PIC Orientation: West
FSL: 3065	Latitude: 37.581238
FEL: 3800	Longitude: -95.010455
API#: 15-037-19402-00-00	
Date: October 10, 2024	Time: 11:46 AM
Staff: Dallas Logan	

Additional Information: In this photo you can see the Guy # 15 is an inactive oil well constructed with 6 inch casing, 2 inch casing, a 1 inch production string, and a pump jack.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: NW SE NW 28-28-22E
County: Crawford	PIC ID#: 701 & 702
Subject: Guy # 17	PIC Orientation: Northwest
FSL: 3358	Latitude: 37.582043
FEL: 3412	Longitude: -95.009110
API#: 15-037-19404-00-00	
Date: October 10, 2024	Time: 11:51 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 17 is an inactive oil well constructed with 2 inch casing, a 1 inch production string, and a pump jack.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: NW SE NW 28-28-22E
County: Crawford	PIC ID#: 703 & 704
Subject: Guy # 18	PIC Orientation: Northwest
FSL: 3668	Latitude: 37.582902
FEL: 3368	Longitude: -95.008957
API#: 15-037-19405-00-00	
Date: October 10, 2024	Time: 11:58 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 18 is an inactive oil well constructed with 6 inch casing, 2 inch casing, a 1 inch production string, and a pump jack. In the photo on the right you can see there is not cement present at surface between the 6 inch casing and the 2 inch casing.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: NE SE NW 28-28-22E
County: Crawford	PIC ID#: 705 & 706
Subject: Guy # 23	PIC Orientation: Northeast
FSL: 3388	Latitude: 37.582162
FEL: 3200	Longitude: -95.008292
API#: 15-037-01714-00-00	
Date: October 10, 2024	Time: 12:05 PM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 23 is an inactive enhanced recovery well constructed with 2 inch casing.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: NE SE NW 28-28-22E
County: Crawford	PIC ID#: 707 & 708
Subject: Guy # 23	PIC Orientation: West
FSL: 3611	Latitude: 37.582733
FEL: 3027	Longitude: -95.007782
API#: 15-037-01706-00-00	
Date: October 10, 2024	Time: 12:09 PM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 23 is an inactive oil well constructed with 6 inch casing, and 2 inch casing.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SE NE NW 28-28-22E
County: Crawford	PIC ID#: 709 & 710
Subject: Guy # 22	PIC Orientation: North
FSL: 4044	Latitude: 37.583919
FEL: 2800	Longitude: -95.007006
API#: 15-037-01705-00-00	
Date: October 10, 2024	Time: 12:18 PM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 22 is an inactive oil well constructed with 6 inch casing, 2 inch casing, a 1 inch production string, and a pump jack.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: NE SE NW 28-28-22E
County: Crawford	PIC ID#: 711
Subject: Guy # 10	PIC Orientation: Southeast
FSL: 3731	Latitude: 37.583061
FEL: 2783	Longitude: -95.006940
API#: 15-037-19397-00-00	
Date: October 10, 2024	Time: 12:22 PM
Staff: Dallas Logan	

Additional Information: In this photo you can see the area around the Guy # 10. This is an inactive oil well constructed with 6 inch casing, 2 inch casing, a 1 inch production string, and a pump jack.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: NE SE NW 28-28-22E
County: Crawford	PIC ID#: 712
Subject: Guy # 10	PIC Orientation: West
FSL: 3731	Latitude: 37.583061
FEL: 2783	Longitude: -95.006940
API#: 15-037-19397-00-00	
Date: October 10, 2024	Time: 12:22 PM
Staff: Dallas Logan	

Additional Information: In this photo you can see the Guy # 10 is an inactive oil well constructed with 6 inch casing, 2 inch casing, a 1 inch production string, and a pump jack.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: NE SE NW 28-28-22E
County: Crawford	PIC ID#: 713 & 714
Subject: Guy # 9	PIC Orientation: South & Southeast
FSL: 3418	Latitude: 37.582202
FEL: 2783	Longitude: -95.006936
API#: 15-037-19396-00-00	
Date: October 10, 2024	Time: 12:31 PM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 9 is an inactive oil well constructed with 4.5 inch casing, 2 inch casing, a 1 inch production string, and a pump jack.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SE SE NW 28-28-22E
County: Crawford	PIC ID#: 715 & 716
Subject: Guy # 6	PIC Orientation: South
FSL: 3116	Latitude: 37.581368
FEL: 2777	Longitude: -95.006921
API#: 15-037-19393-00-00	
Date: October 10, 2024	Time: 12:36 PM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 6 is an inactive oil well constructed with 4.5 inch casing, 2 inch casing, rods, and a pump jack. In the photo on the right you can see this well has a stuffing box installed however the 2 inch casing appears to be full of fluid and starting to leaking around the top of the stuffing box.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SE SE NW 28-28-22E
County: Crawford	PIC ID#: 717 & 718
Subject: Guy # 8	PIC Orientation: East & North
FSL: 2817	Latitude: 37.580554
FEL: 2763	Longitude: -95.006865
API#: 15-037-19395-00-00	
Date: October 10, 2024	Time: 12:39 PM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 8 is an inactive oil well constructed with 6 inch casing, 2 inch casing, a 1 inch pump string, and a pump jack. In the photo on the right you can see there is not cement present at surface between the 6 inch casing and the 2 inch casing.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SE SE NW 28-28-22E
County: Crawford	PIC ID#: 719 & 720
Subject: Guy # 7	PIC Orientation: North
FSL: 2751	Latitude: 37.580374
FEL: 2995	Longitude: -95.007664
API#: 15-037-19394-00-00	
Date: October 10, 2024	Time: 12:42 & 12:43 PM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 7 is an inactive oil well constructed with 6 inch casing, 2 inch casing, a 1 inch pump string, and a pump jack. In the photo on the right you can see the area between the 6 inch casing and 2 inch casing is full of fluid and starting to leak impacting the area around the well head.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SE SE NW 28-28-22E
County: Crawford	PIC ID#: 721 & 722
Subject: Guy # 7	PIC Orientation: West
FSL: 2892	Latitude: 37.580770
FEL: 3192	Longitude: -95.008306
API#: 15-037-01710-00-00	
Date: October 10, 2024	Time: 12:50 PM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 7 is an inactive enhanced recovery well constructed with 2 inch casing.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SW SE NW 28-28-22E
County: Crawford	PIC ID#: 723 & 724
Subject: Guy # 25	PIC Orientation: North
FSL: 2750	Latitude: 37.580370
FEL: 3441	Longitude: -95.009209
API#: 15-037-01708-00-00	
Date: October 10, 2024	Time: 12:55 PM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 25 is an inactive oil well constructed with 2 inch casing, a 1 inch pump string, and a pump jack.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SE SE NW 28-28-22E
County: Crawford	PIC ID#: 725 & 726
Subject: Guy # 24	PIC Orientation: West
FSL: 3060	Latitude: 37.581218
FEL: 3058	Longitude: -95.007892
API#: 15-037-01707-00-00	
Date: October 10, 2024	Time: 1:19 PM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 24 is an inactive oil well constructed with 6 inch casing, 2 inch casing, a 1 inch pump string, and a pump jack. In the photo on the right you can see the area between the 6 inch casing and 2 inch casing is full of fluid.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SE NE NW 28-28-22E
County: Crawford	PIC ID#: 727 & 728
Subject: Guy # 19	PIC Orientation: West & South
FSL: 3970	Latitude: 37.583731
FEL: 3267	Longitude: -95.008643
API#: 15-037-19406-00-00	
Date: October 11, 2024	Time: 9:26 AM
Staff: Dallas Logan	

Additional Information: In these two photos you can see the Guy # 19 is an inactive oil well constructed with 2 inch casing, a 1 inch pump string, and a pump jack. Also in these photos you can see that this well had an oil stain around the well. In the photo on the right you can see that there is free fluids around the well head that appear to be coming from around the 2 inch casing.

KCC DISTRICT III OFFICE FIELD REPORT PHOTO ID FORM



Operator: Cross Country Ventures LLC	KLN: 35916
Lease: Guy	Legal: SE NE NW 28-28-22E
County: Crawford	PIC ID#: 731 & 732
Subject: Guy # 21	PIC Orientation: North
FSL: 4336	Latitude: 37.584724
FEL: 2783	Longitude: -95.006944
API#: 15-037-19408-00-00	
Date: October 11, 2024	Time: 9:39 AM
Staff: Dallas Logan	

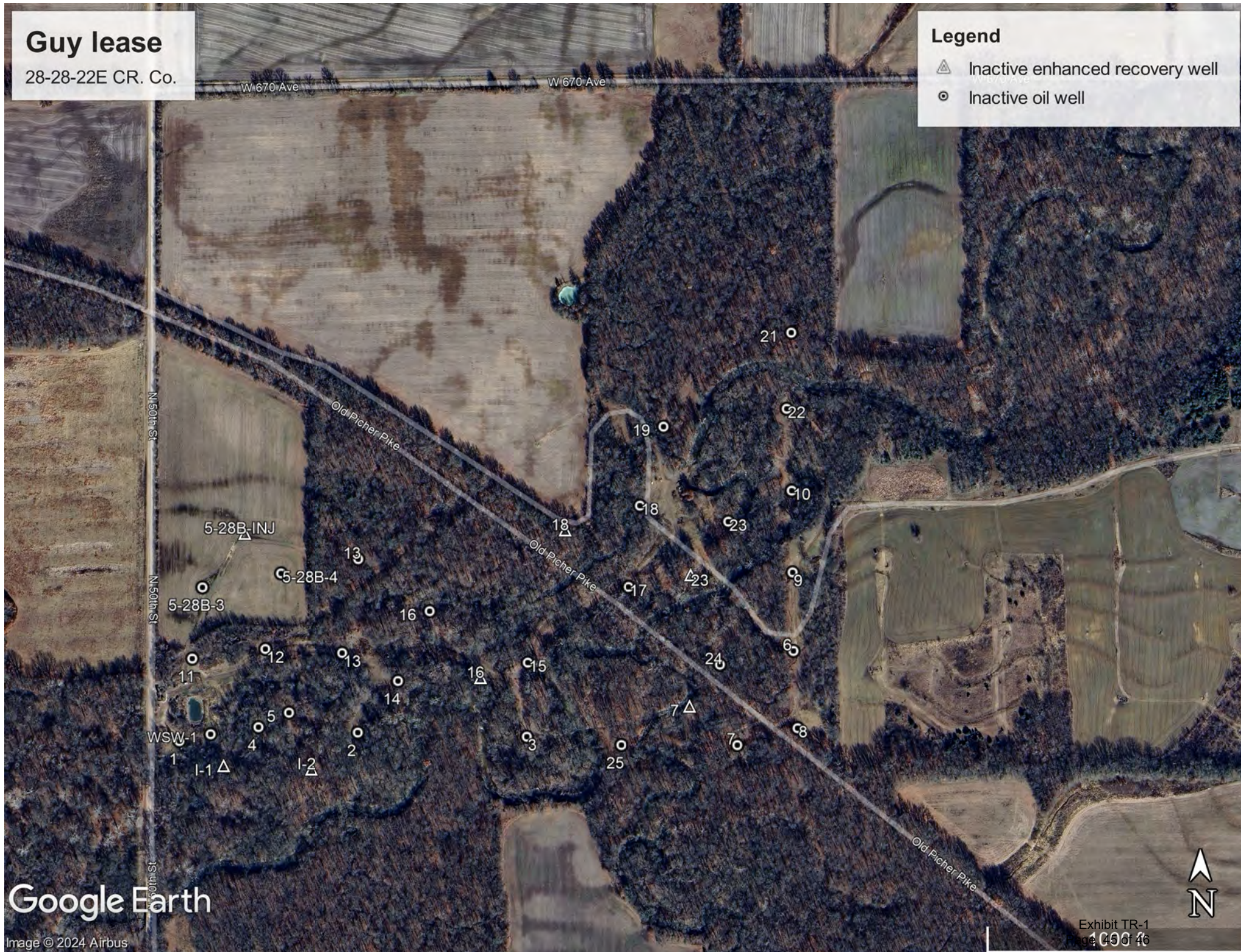
Additional Information: In these two photos you can see the Guy # 21 is an inactive oil well constructed with 6 inch casing and a 1 inch production string.

Guy lease

28-28-22E CR. Co.

Legend

- △ Inactive enhanced recovery well
- Inactive oil well



Google Earth

Image © 2024 Airbus

10/14/2024

KCC Licensing Data

License #	Status	Company Name	Address	Phone
35916	I	Cross Country Ventures LLC	1079 X RAY RD CHETOPA, KS 67336 8994	(409) 242-7374
Attention:		Original Issue Date: 02/10/2022 Renewal Date: 03/02/2023 Expiration Date: 02/28/2024		
<input checked="" type="checkbox"/> Operator		<input type="checkbox"/> Stratigraphic	<input checked="" type="checkbox"/> Plugging	<input type="checkbox"/> Casing Puller
		<input type="checkbox"/> Drilling	<input type="checkbox"/> Residential	<input type="checkbox"/> Gas Storage
		<input type="checkbox"/> Gas Gatherer	<input type="checkbox"/> Service	

7/8/24 - suspended, 24-3370 (TSK/pjm)

5/23/24 - suspended, 24-3280 (TSK/pjm) (I-EXP)

8-22-23: New address per operator, formerly 17124 S 200 Rd, Deerfield MO 64741-7700/ndb

2-24-23: This company has been purchased; former owners were Daniel S Varner, Glynda B Cutler and Lane Cutler of Fort Scott KS; former address 2433 Locust Rd, Fort Scott 66701-8122; former phone 620-223-2925; same FEIN/ndb

Contacts and History

EC	Robert Storey	(409) 242-7374	17124 S 200 Rd	Deerfield	MO	64741	7700
PR	Missouri Kansas Production, LLP	(409) 242-7374	17124 S 200 Rd	Deerfield	MO	64741	7700
PR	Robert Storey						
RA	Aaron Szapa	(913) 717-6636	21416 W 64th St	Shawnee	KS	66218	8985

Legend: AS - Authorized Signature Authority; EC - Emergency Contact; FL - Former License Number; FN - Former Company Name; PR - Partner; RA - Resident Agent; SL - Subsequent License Number

ACTIVE Tags:

12627	A	NEW	3/2/2023	2009	Dodge	3500	Pulling Unit
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KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form U3C

June 2015

Form must be Typed
Form must be completed
on a per well basis

ANNUAL REPORT OF PRESSURE MONITORING, FLUID INJECTION AND ENHANCED RECOVERY

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 33397
Name: Running Foxes Petroleum Inc.
Address 1: 14550 E EASTER AVE STE 200
Address 2: _____
City: CENTENNIAL State: CO Zip: 80112 + 4222
Contact Person: Joe Taglieri
Phone: (720) 377-0923
Lease Name: GUY
Well Number: I-1

API No.: 15-037-01433-00-00
Permit No: E04926.1
Reporting Year: 2017
(January 1 to December 31)
____ - NW - SW - SW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
2654 feet from ☐ N / ☒ S Line of Section
4975 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 180 psi Injection Zone: Cattleman
Maximum Authorized Injection Rate: 10 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: _____ (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>300</u>	<u>180</u>	<u>0</u>		<u>31</u>
	February	<u>280</u>	<u>180</u>	<u>0</u>		<u>28</u>
	March	<u>0</u>		<u>0</u>		
	April	<u>0</u>		<u>0</u>		
	May	<u>0</u>		<u>0</u>		
	June	<u>0</u>		<u>0</u>		
	July	<u>0</u>		<u>0</u>		
	August	<u>0</u>		<u>0</u>		
	September	<u>0</u>		<u>0</u>		
	October	<u>0</u>		<u>0</u>		
	November	<u>0</u>		<u>0</u>		
	December	<u>0</u>		<u>0</u>		
	TOTAL	<u>580</u>		<u>0</u>		

Submitted Electronically

Exhibit TR-2
Page 1 of 19

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form U3C

June 2015

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ANNUAL REPORT OF PRESSURE MONITORING, FLUID INJECTION AND ENHANCED RECOVERY

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 33397
Name: Running Foxes Petroleum Inc.
Address 1: 14550 E EASTER AVE STE 200
Address 2: _____
City: CENTENNIAL State: CO Zip: 80112 + 4222
Contact Person: Joe Taglieri
Phone: (720) 377-0923
Lease Name: GUY
Well Number: I-1

API No.: 15-037-01433-00-00
Permit No: E04926.1
Reporting Year: 2018
(January 1 to December 31)
____ - NW - SW - SW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
2654 feet from ☐ N / ☒ S Line of Section
4975 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 180 psi Injection Zone: Cattleman
Maximum Authorized Injection Rate: 10 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: _____ (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	February	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	March	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	April	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	May	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	June	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	July	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	August	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	September	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	October	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	November	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	December	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	TOTAL	<u>0</u>		<u>0</u>		

Submitted Electronically

Exhibit TR-2
Page 2 of 19

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form U3C

June 2015

Form must be Typed
Form must be completed
on a per well basis

ANNUAL REPORT OF PRESSURE MONITORING, FLUID INJECTION AND ENHANCED RECOVERY

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 33397
Name: Running Foxes Petroleum Inc.
Address 1: 14550 E EASTER AVE STE 200
Address 2: _____
City: CENTENNIAL State: CO Zip: 80112 + 4222
Contact Person: Joe Taglieri
Phone: (720) 377-0923
Lease Name: GUY
Well Number: I-1

API No.: 15-037-01433-00-00
Permit No.: E04926.1
Reporting Year: 2019
(January 1 to December 31)
SW - SW - NW - Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
2654 feet from ☐ N / ☒ S Line of Section
4975 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 180 psi Injection Zone: Cattleman
Maximum Authorized Injection Rate: 10 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: _____ (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	February	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	March	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	April	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	May	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	June	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	July	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	August	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	September	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	October	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	November	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	December	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	TOTAL	<u>0</u>		<u>0</u>		

Submitted Electronically

Exhibit TR-2
Page 3 of 19

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form U3C

June 2015

Form must be Typed
Form must be completed
on a per well basis

ANNUAL REPORT OF PRESSURE MONITORING, FLUID INJECTION AND ENHANCED RECOVERY

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 33397
Name: Running Foxes Petroleum Inc.
Address 1: 14550 E EASTER AVE STE 200
Address 2: _____
City: CENTENNIAL State: CO Zip: 80112 + 4222
Contact Person: Joe Taglieri
Phone: (303) 829-3041
Lease Name: GUY
Well Number: I-1

API No.: 15-037-01433-00-00
Permit No: E04926.1
Reporting Year: 2020
(January 1 to December 31)
____ - SW - SW - NW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
2654 feet from ☐ N / ☒ S Line of Section
4975 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 180 psi Injection Zone: Cattleman
Maximum Authorized Injection Rate: 10 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: _____ (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	February	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	March	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	April	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	May	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	June	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	July	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	August	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	September	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	October	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	November	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	December	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	TOTAL	<u>0</u>		<u>0</u>		

Submitted Electronically

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form U3C

June 2015

Form must be Typed
Form must be completed
on a per well basis

ANNUAL REPORT OF PRESSURE MONITORING, FLUID INJECTION AND ENHANCED RECOVERY

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 33397
Name: Running Foxes Petroleum Inc.
Address 1: 14550 E EASTER AVE STE 200
Address 2: _____
City: CENTENNIAL State: CO Zip: 80112 + 4222
Contact Person: Joe Taglieri
Phone: (303) 829-3041
Lease Name: GUY
Well Number: I-1

API No.: 15-037-01433-00-00
Permit No.: E04926.1
Reporting Year: 2021
(January 1 to December 31)
____ - SW - SW - NW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
2654 feet from ☐ N / ☒ S Line of Section
4975 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 180 psi Injection Zone: Cattleman
Maximum Authorized Injection Rate: 10 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: _____ (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	February	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	March	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	April	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	May	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	June	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	July	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	August	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	September	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	October	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	November	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	December	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	TOTAL	<u>0</u>		<u>0</u>		

Submitted Electronically

Exhibit TR-2
Page 5 of 19

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form U3C

June 2015

Form must be Typed
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on a per well basis

ANNUAL REPORT OF PRESSURE MONITORING, FLUID INJECTION AND ENHANCED RECOVERY

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 35916
Name: Cross Country Ventures LLC
Address 1: 17124 S 200 RD
Address 2: _____
City: DEERFIELD State: MO Zip: 64741 + 7700
Contact Person: Robert Storey
Phone: (409) 242-7374
Lease Name: GUY
Well Number: I-1

API No.: 15-037-01433-00-00
Permit No: E04926.1
Reporting Year: 2022
(January 1 to December 31)
____ - SW - SW - NW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
2654 feet from ☐ N / ☒ S Line of Section
4975 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 180 psi Injection Zone: CATTLEMAN SAND
Maximum Authorized Injection Rate: 10 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: 1 (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>0</u>				
	February	<u>0</u>				
	March	<u>0</u>				
	April	<u>0</u>				
	May	<u>0</u>				
	June	<u>0</u>				
	July	<u>0</u>				
	August	<u>0</u>				
	September	<u>0</u>				
	October	<u>0</u>				
	November	<u>0</u>				
	December	<u>0</u>				
	TOTAL	<u>0</u>		<u>0</u>		

Submitted Electronically

Exhibit TR-2
Page 6 of 19

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form U3C

June 2015

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**ANNUAL REPORT OF PRESSURE MONITORING,
FLUID INJECTION AND ENHANCED RECOVERY**

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 33397
Name: Running Foxes Petroleum Inc.
Address 1: 14550 E EASTER AVE STE 200
Address 2: _____
City: CENTENNIAL State: CO Zip: 80112 + 4222
Contact Person: Joe Taglieri
Phone: (720) 377-0923
Lease Name: GUY
Well Number: I-2

API No.: 15-037-01434-00-00
Permit No: E04926.2
Reporting Year: 2017
(January 1 to December 31)
____ - NW - SW - SW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
2650 feet from ☐ N / ☒ S Line of Section
4639 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 180 psi Injection Zone: Cattleman
Maximum Authorized Injection Rate: 10 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: _____ (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>300</u>	<u>100</u>	<u>0</u>		<u>31</u>
	February	<u>280</u>	<u>100</u>	<u>0</u>		<u>28</u>
	March	<u>0</u>		<u>0</u>		
	April	<u>0</u>		<u>0</u>		
	May	<u>0</u>		<u>0</u>		
	June	<u>0</u>		<u>0</u>		
	July	<u>0</u>		<u>0</u>		
	August	<u>0</u>		<u>0</u>		
	September	<u>0</u>		<u>0</u>		
	October	<u>0</u>		<u>0</u>		
	November	<u>0</u>		<u>0</u>		
	December	<u>0</u>		<u>0</u>		
	TOTAL	<u>580</u>		<u>0</u>		

Submitted Electronically

Exhibit TR-2
Page 7 of 19

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form U3C

June 2015

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Form must be completed
on a per well basis

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FLUID INJECTION AND ENHANCED RECOVERY**

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 33397
Name: Running Foxes Petroleum Inc.
Address 1: 14550 E EASTER AVE STE 200
Address 2: _____
City: CENTENNIAL State: CO Zip: 80112 + 4222
Contact Person: Joe Taglieri
Phone: (720) 377-0923
Lease Name: GUY
Well Number: I-2

API No.: 15-037-01434-00-00
Permit No: E04926.2
Reporting Year: 2018
(January 1 to December 31)
____ - NW - SW - SW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
2650 feet from ☐ N / ☒ S Line of Section
4639 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 180 psi Injection Zone: Cattleman
Maximum Authorized Injection Rate: 10 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: _____ (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	February	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	March	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	April	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	May	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	June	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	July	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	August	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	September	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	October	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	November	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	December	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	TOTAL	<u>0</u>		<u>0</u>		

Submitted Electronically

Exhibit TR-2
Page 8 of 19

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form U3C

June 2015

Form must be Typed
Form must be completed
on a per well basis

**ANNUAL REPORT OF PRESSURE MONITORING,
FLUID INJECTION AND ENHANCED RECOVERY**

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 33397
Name: Running Foxes Petroleum Inc.
Address 1: 14550 E EASTER AVE STE 200
Address 2: _____
City: CENTENNIAL State: CO Zip: 80112 + 4222
Contact Person: Joe Taglieri
Phone: (720) 377-0923
Lease Name: GUY
Well Number: I-2

API No.: 15-037-01434-00-00
Permit No: E04926.2
Reporting Year: 2019
(January 1 to December 31)
SW - SW - NW - Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
2650 feet from ☐ N / ☒ S Line of Section
4639 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 180 psi Injection Zone: Cattleman
Maximum Authorized Injection Rate: 10 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: _____ (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	February	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	March	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	April	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	May	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	June	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	July	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	August	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	September	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	October	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	November	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	December	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	TOTAL	<u>0</u>		<u>0</u>		

Submitted Electronically

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form U3C

June 2015

Form must be Typed
Form must be completed
on a per well basis

ANNUAL REPORT OF PRESSURE MONITORING, FLUID INJECTION AND ENHANCED RECOVERY

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 33397
Name: Running Foxes Petroleum Inc.
Address 1: 14550 E EASTER AVE STE 200
Address 2: _____
City: CENTENNIAL State: CO Zip: 80112 + 4222
Contact Person: Joe Taglieri
Phone: (303) 829-3041
Lease Name: GUY
Well Number: I-2

API No.: 15-037-01434-00-00
Permit No.: E04926.2
Reporting Year: 2020
(January 1 to December 31)
____ - SW - SW - NW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
2650 feet from ☐ N / ☒ S Line of Section
4639 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 180 psi Injection Zone: Cattleman
Maximum Authorized Injection Rate: 10 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: _____ (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	February	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	March	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	April	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	May	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	June	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	July	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	August	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	September	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	October	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	November	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	December	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	TOTAL	<u>0</u>		<u>0</u>		

Submitted Electronically

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form U3C

June 2015

Form must be Typed
Form must be completed
on a per well basis

ANNUAL REPORT OF PRESSURE MONITORING, FLUID INJECTION AND ENHANCED RECOVERY

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 33397
Name: Running Foxes Petroleum Inc.
Address 1: 14550 E EASTER AVE STE 200
Address 2: _____
City: CENTENNIAL State: CO Zip: 80112 + 4222
Contact Person: Joe Taglieri
Phone: (303) 829-3041
Lease Name: GUY
Well Number: I-2

API No.: 15-037-01434-00-00
Permit No.: E04926.2
Reporting Year: 2021
(January 1 to December 31)
____ - SW - SW - NW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
2650 feet from ☐ N / ☒ S Line of Section
4639 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 180 psi Injection Zone: Cattleman
Maximum Authorized Injection Rate: 10 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: _____ (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	February	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	March	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	April	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	May	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	June	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	July	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	August	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	September	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	October	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	November	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	December	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	TOTAL	<u>0</u>		<u>0</u>		

Submitted Electronically

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form U3C

June 2015

Form must be Typed
Form must be completed
on a per well basis

ANNUAL REPORT OF PRESSURE MONITORING, FLUID INJECTION AND ENHANCED RECOVERY

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 35916
Name: Cross Country Ventures LLC
Address 1: 17124 S 200 RD
Address 2: _____
City: DEERFIELD State: MO Zip: 64741 + 7700
Contact Person: Ribert Storey
Phone: (409) 242-7374
Lease Name: GUY
Well Number: I-2

API No.: 15-037-01434-00-00
Permit No: E04926.2
Reporting Year: 2022
(January 1 to December 31)
____ - SW - SW - NW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
2650 feet from ☐ N / ☒ S Line of Section
4639 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 180 psi Injection Zone: CATTLEMAN SAND
Maximum Authorized Injection Rate: 10 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: 1 (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>0</u>				
	February	<u>0</u>				
	March	<u>0</u>				
	April	<u>0</u>				
	May	<u>0</u>				
	June	<u>0</u>				
	July	<u>0</u>				
	August	<u>0</u>				
	September	<u>0</u>				
	October	<u>0</u>				
	November	<u>0</u>				
	December	<u>0</u>				
	TOTAL	<u>0</u>		<u>0</u>		

Submitted Electronically



KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

1352568

Form U3C

June 2015

Form must be Typed
Form must be completed
on a per well basis

**ANNUAL REPORT OF PRESSURE MONITORING,
FLUID INJECTION AND ENHANCED RECOVERY**

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 33397
Name: Running Foxes Petroleum Inc.
Address 1: 4B INVERNESS CT E. SUITE 120
Address 2: SUITE 120
City: ENGLEWOOD State: CO Zip: 80112 + 5328
Contact Person: Jeff Swanson
Phone: (303) 617-7242
Lease Name: GUY
Well Number: 5-28B-INJ

API No.: 15-037-22325-00-00
Permit No.: E32361.1
Reporting Year: 2016
(January 1 to December 31)
____ - NW - SW - NW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
3557 feet from ☐ N / ☒ S Line of Section
4898 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 250 psi Injection Zone: Cattleman
Maximum Authorized Injection Rate: 300 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: _____ (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>0</u>		<u>0</u>		
	February	<u>0</u>		<u>0</u>		
	March	<u>0</u>		<u>0</u>		
	April	<u>0</u>		<u>0</u>		
	May	<u>0</u>		<u>0</u>		
	June	<u>0</u>		<u>0</u>		
	July	<u>11</u>	<u>180</u>	<u>0</u>		<u>31</u>
	August	<u>14</u>	<u>190</u>	<u>0</u>		<u>31</u>
	September	<u>15</u>	<u>190</u>	<u>0</u>		<u>30</u>
	October	<u>20</u>	<u>200</u>	<u>0</u>		<u>31</u>
	November	<u>18</u>	<u>200</u>	<u>0</u>		<u>30</u>
	December	<u>16</u>	<u>200</u>	<u>0</u>		<u>31</u>
	TOTAL	<u>94</u>		<u>0</u>		

Submitted Electronically

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form U3C

June 2015

Form must be Typed
Form must be completed
on a per well basis

ANNUAL REPORT OF PRESSURE MONITORING, FLUID INJECTION AND ENHANCED RECOVERY

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 33397
Name: Running Foxes Petroleum Inc.
Address 1: 14550 E EASTER AVE STE 200
Address 2: _____
City: CENTENNIAL State: CO Zip: 80112 + 4222
Contact Person: Joe Taglieri
Phone: (720) 377-0923
Lease Name: GUY
Well Number: 5-28B-INJ

API No.: 15-037-22325-00-00
Permit No.: E32361.1
Reporting Year: 2017
(January 1 to December 31)
____ - NW - SW - NW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
3557 feet from ☐ N / ☒ S Line of Section
4898 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 250 psi Injection Zone: Cattleman
Maximum Authorized Injection Rate: 300 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: _____ (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>0</u>		<u>0</u>		
	February	<u>0</u>		<u>0</u>		
	March	<u>0</u>		<u>0</u>		
	April	<u>0</u>		<u>0</u>		
	May	<u>0</u>		<u>0</u>		
	June	<u>0</u>		<u>0</u>		
	July	<u>0</u>		<u>0</u>		
	August	<u>0</u>		<u>0</u>		
	September	<u>0</u>		<u>0</u>		
	October	<u>0</u>		<u>0</u>		
	November	<u>0</u>		<u>0</u>		
	December	<u>0</u>		<u>0</u>		
	TOTAL	<u>0</u>		<u>0</u>		

Submitted Electronically

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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June 2015

Form must be Typed
Form must be completed
on a per well basis

ANNUAL REPORT OF PRESSURE MONITORING, FLUID INJECTION AND ENHANCED RECOVERY

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 33397
Name: Running Foxes Petroleum Inc.
Address 1: 14550 E EASTER AVE STE 200
Address 2: _____
City: CENTENNIAL State: CO Zip: 80112 + 4222
Contact Person: Joe Taglieri
Phone: (720) 377-0923
Lease Name: GUY
Well Number: 5-28B-INJ

API No.: 15-037-22325-00-00
Permit No.: E32361.1
Reporting Year: 2018
(January 1 to December 31)
____ - NW - SW - NW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
3557 feet from ☐ N / ☒ S Line of Section
4898 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 250 psi Injection Zone: Cattleman
Maximum Authorized Injection Rate: 300 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: _____ (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	February	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	March	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	April	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	May	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	June	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	July	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	August	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	September	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	October	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	November	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	December	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	TOTAL	<u>0</u>		<u>0</u>		

Submitted Electronically

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form U3C

June 2015

Form must be Typed
Form must be completed
on a per well basis

ANNUAL REPORT OF PRESSURE MONITORING, FLUID INJECTION AND ENHANCED RECOVERY

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 33397
Name: Running Foxes Petroleum Inc.
Address 1: 14550 E EASTER AVE STE 200
Address 2: _____
City: CENTENNIAL State: CO Zip: 80112 + 4222
Contact Person: Joe Taglieri
Phone: (720) 377-0923
Lease Name: GUY
Well Number: 5-28B-INJ

API No.: 15-037-22325-00-00
Permit No.: E32361.1
Reporting Year: 2019
(January 1 to December 31)
NW - SW - NW - Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
3557 feet from ☐ N / ☒ S Line of Section
4898 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 250 psi Injection Zone: Cattleman
Maximum Authorized Injection Rate: 300 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: _____ (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	February	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	March	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	April	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	May	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	June	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	July	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	August	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	September	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	October	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	November	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	December	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	TOTAL	<u>0</u>		<u>0</u>		

Submitted Electronically

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form U3C

June 2015

Form must be Typed
Form must be completed
on a per well basis

ANNUAL REPORT OF PRESSURE MONITORING, FLUID INJECTION AND ENHANCED RECOVERY

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 33397
Name: Running Foxes Petroleum Inc.
Address 1: 14550 E EASTER AVE STE 200
Address 2: _____
City: CENTENNIAL State: CO Zip: 80112 + 4222
Contact Person: Joe Taglieri
Phone: (303) 829-3041
Lease Name: GUY
Well Number: 5-28B-INJ

API No.: 15-037-22325-00-00
Permit No.: E32361.1
Reporting Year: 2020
(January 1 to December 31)
____ - NW - SW - NW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
3557 feet from ☐ N / ☒ S Line of Section
4898 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 250 psi Injection Zone: Cattleman
Maximum Authorized Injection Rate: 300 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: _____ (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	February	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	March	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	April	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	May	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	June	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	July	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	August	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	September	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	October	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	November	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	December	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	TOTAL	<u>0</u>		<u>0</u>		

Submitted Electronically

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form U3C

June 2015

Form must be Typed
Form must be completed
on a per well basis

ANNUAL REPORT OF PRESSURE MONITORING, FLUID INJECTION AND ENHANCED RECOVERY

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 33397
Name: Running Foxes Petroleum Inc.
Address 1: 14550 E EASTER AVE STE 200
Address 2: _____
City: CENTENNIAL State: CO Zip: 80112 + 4222
Contact Person: Joe Taglieri
Phone: (303) 829-3041
Lease Name: GUY
Well Number: 5-28B-INJ

API No.: 15-037-22325-00-00
Permit No.: E32361.1
Reporting Year: 2021
(January 1 to December 31)
____ - NW - SW - NW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
3557 feet from ☐ N / ☒ S Line of Section
4898 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 250 psi Injection Zone: Cattleman
Maximum Authorized Injection Rate: 300 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: _____ (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	February	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	March	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	April	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	May	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	June	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	July	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	August	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	September	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	October	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	November	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	December	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	TOTAL	<u>0</u>		<u>0</u>		

Submitted Electronically

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form U3C

June 2015

Form must be Typed
Form must be completed
on a per well basis

ANNUAL REPORT OF PRESSURE MONITORING, FLUID INJECTION AND ENHANCED RECOVERY

Complete all blanks - add pages if needed. Copy to be retained for five (5) years after filing date.

OPERATOR: License # 35916
Name: Cross Country Ventures LLC
Address 1: 17124 S 200 RD
Address 2: _____
City: DEERFIELD State: MO Zip: 64741 + 7700
Contact Person: Robert Storey
Phone: (409) 242-7374
Lease Name: GUY
Well Number: 5-28B-INJ

API No.: 15-037-22325-00-00
Permit No: E32361.1
Reporting Year: 2022
(January 1 to December 31)
____ - NW - SW - NW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
(a/a/a/a)
3557 feet from ☐ N / ☒ S Line of Section
4898 feet from ☒ E / ☐ W Line of Section
County: Crawford

I. Injection Fluid:

Type (Pick one): ☒ Fresh Water ☐ Treated Brine ☐ Untreated Brine ☐ Water/Brine
Source: ☒ Produced Water ☐ Other (Attach list)
Quality: Total Dissolved Solids: _____ mg/l Specific Gravity: _____ Additives: _____
(Attach water analysis, if available)

II. Well Data:

Maximum Authorized Injection Pressure: 250 psi Injection Zone: CATTLEMAN SAND
Maximum Authorized Injection Rate: 300 barrels per day
Total Number of Enhanced Recovery Injection Wells Covered by this Permit: 1 (Include TA's)

III.	Month:	Total Fluid Injected BBL	Maximum Fluid Pressure	Total Gas Injected MCF	Maximum Gas Pressure	# Days of Injection
	January	<u>0</u>				
	February	<u>0</u>				
	March	<u>0</u>				
	April	<u>0</u>				
	May	<u>0</u>				
	June	<u>0</u>				
	July	<u>0</u>				
	August	<u>0</u>				
	September	<u>0</u>				
	October	<u>0</u>				
	November	<u>0</u>				
	December	<u>0</u>				
	TOTAL	<u>0</u>		<u>0</u>		

Submitted Electronically

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

Laura Kelly, Governor

January 31, 2025

Steven A. Tedesco
Running Foxes Petroleum, Inc.
14550 E Easter Ave, Ste. 200
Centennial, CO 80112-4222

Re: Guy Lease, Section 28, Township 28 South, Range 22 East, Crawford County

Operator,

Commission Staff have determined that Running Foxes Petroleum, Inc. appears to be a potentially responsible party for six wells on the referenced lease: the Guy #I-1, API #15-037-01433; Guy #I-2, API #15-037-01434; Guy #5-28B-INJ, API #15-037-22325; Guy #23, API #15-037-01714; Guy #8, API #15-037-19395; and Guy #25, API #15-037-01708. Specifically, Running Foxes Petroleum appears to be responsible for these wells pursuant to K.S.A. 55-179(b)(2) as the most recent operator to produce from or inject or dispose into the wells, but if no production or injection has occurred, the person that caused the well to be drilled. While the wells were transferred to a subsequent operator, there is no indication that the subsequent operator conducted any oil and gas operations on the wells. Additionally, it does not appear that these wells were in physical operation when transferred or in compliance with temporary abandonment regulations immediately before being transferred or assigned to the subsequent operator. I have attached a copy of the relevant statutory authority to this letter for your reference.

I am hopeful we can resolve this matter without the Commission taking formal enforcement action. Please ensure that the wells at issue are either remediated or placed onto your compliance agreement with Commission District 3 Staff by March 3, 2025. Failure to remediate these wells by this deadline shall result in Staff filing a motion with the Commission requesting a presiding officer be assigned and a prehearing conference set in anticipation of a formal hearing where you will be required to appear before the Commission to show why you are not responsible for remediating these wells.

You are welcome to contact me by phone at 316.337.6200 or email at Kelcey.Marsh@ks.gov to discuss this matter in further detail. Again, I am hopeful that we can resolve this matter short of the Commission taking formal enforcement action.

Sincerely,

/s/ Kelcey Marsh
Kelcey Marsh
Litigation Counsel

cc: Troy Russell, Russell Hine, Ryan Duling, District #3

2021 Kansas Statutes

55-179. **Same; responsibility for remedial actions; hearings; orders; plugging.** (a) If the commission determines that a well is an abandoned well and has reason to believe that any person is legally responsible for the proper care and control of such well, the commission shall cause any such person to come before the commission in accordance with the provisions of the Kansas administrative procedure act. If the commission finds that any person is, in fact, legally responsible for the proper care and control of such well, the commission may issue any orders obligating any such person to plug the well or to otherwise cause such well to be brought into compliance with all rules and regulations of the commission and may order any other remedies as may be just and reasonable. Proceedings for reconsideration and judicial review of any order shall be conducted in the manner provided pursuant to K.S.A. 55-606, and amendments thereto.

(b) A person that is legally responsible for the proper care and control of an abandoned well shall be limited to one or more of the following:

- (1) Any person causing pollution or loss of usable water through the well, including any operator of an injection well, disposal well or pressure maintenance program;
 - (2) the most recent operator to produce from or inject or dispose into the well, but if no production or injection has occurred, the person that caused the well to be drilled. A person shall not be legally responsible for a well pursuant to this paragraph if: (A) Such person can demonstrate that the well was physically operating or was in compliance with temporary abandonment regulations immediately before such person transferred or assigned the well to an operator with an active operator's license; and (B) a completed report of transfer was filed pursuant to commission regulations if transferred or assigned after August 28, 1997;
 - (3) the person that most recently accepted responsibility for the well by accepting an assignment or by signing an agreement or other written document, between private parties, in which the person accepted responsibility. Accepting an assignment of a lease, obtaining a new lease or signing an agreement or any other written document between private parties shall not in and of itself create responsibility for a well located upon the land covered thereby unless such instrument adequately identifies the well and expressly transfers responsibility for such well;
 - (4) the operator that most recently filed a completed report of transfer with the commission in which such operator accepted responsibility for the well or, if no completed report of transfer has been filed, the operator that most recently filed a well inventory with the commission in which such operator accepted responsibility for the well. Any modification made by commission staff of any such documents shall not alter legal responsibility unless the operator was informed of such modification and approved of the modification in writing;
 - (5) the operator that most recently plugged the well, if no commission funds were used; and
 - (6) any person that does any of the following to an abandoned well without authorization from the commission: (A) Tamper with or removes surface or downhole equipment that was physically attached to the well or inside the well bore; (B) intentionally destroys, buries or damages the well; (C) intentionally alters the physical status of the well in a manner that will result in more than a de minimis increase in plugging costs; or (D) conducts any physical operations upon the well.
- (c) If the commission determines that no person is legally responsible for the proper care and control of an abandoned well, or that each legally responsible person is dead, no longer in existence, insolvent or can no longer be found, then the commission shall cause such well

to be plugged as funds become available. The cost of such plugging shall be paid by the commission from the abandoned oil and gas well fund created pursuant to K.S.A. 55-192, and amendments thereto.

(d) The validity of any order issued by the commission prior to July 1, 2021, shall not be affected by the provisions of this section but shall apply to any determination of responsibility regarding any abandoned well.

(e) As used in this section, "abandoned well" means a well that is not claimed on an operator's license that is active with the commission and is unplugged, improperly plugged or no longer effectively plugged.

History: L. 1986, ch. 201, § 31; L. 1988, ch. 356, § 165; L. 1993, ch. 62, § 1; L. 1996, ch. 263, § 7; L. 2001, ch. 191, § 6; L. 2021, ch. 28, § 6; July 1.

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

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

Form T-1
April 2019
Form must be Typed
Form must be Signed
All blanks must be Filled

Check applicable boxes:

- ☒ Oil Lease: No. of Oil Wells 27 **
- ☐ Gas Lease: No. of Gas Wells _____ **
- ☐ Gas Gathering System: _____
- ☐ Saltwater Disposal Well - Permit No.: _____
- Spot Location: _____ feet from ☐ N / ☐ S Line
_____ feet from ☐ E / ☐ W Line
- ☒ Enhanced Recovery Project Permit No.: E-32,361.1
- Entire Project: ☒ Yes ☐ No
- Number of Injection Wells 7 **

Field Name: WALNUT SE

**** Side Two Must Be Completed.**

Effective Date of Transfer: 02/10/2022

KS Dept of Revenue Lease No.: 100394

Lease Name: GUY

_____ - _____ - _____ NW Sec. 28 Twp. 28 R. 22 ☒ E ☐ W

Legal Description of Lease:

NW/4, SEC 28, T28S R 22E (160 ACRES)

County: Crawford

Production Zone(s): CATTLEMAN

Injection Zone(s): CATTLEMAN

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from ☐ N / ☐ S Line of Section

_____ feet from ☐ E / ☐ W Line of Section

Type of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☐ Drilling

Past Operator's License No. 33397

Contact Person: Joe Taglieri

Past Operator's Name & Address: Running Foxes Petroleum Inc.
14550 E EASTER AVE STE 200 CENTENNIAL, CO 80112-4222

Phone: (303)548-1542

Date: 03/02/2022

Title: Authorized KOLAR Agent

Signature: Joe Taglieri

New Operator's License No. 35916

Contact Person: Glenda Cutler

New Operator's Name & Address: Cross Country Ventures LLC
2433 LOCUST ROAD FORT SCOTT, KS 66701-8122

Phone: (620)223-2925

Oil / Gas Purchaser: ASCENT MIDSTREAM PARTNERS

New Operator's Email: gcutler18@gmail.com

Date: 03/02/2022

Title: Authorized KOLAR Agent

Signature: Daniel Varner

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

Cross Country Ventures LLC is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: E-32,361.1. Recommended action: _____

15-037-01433, 15-037-01434, 15-037-22325: NONE 15-037-01710, 15-037-01712, 15-037-01713: NO PERMIT, TA UP-TO-DATE 15-037-01714:

Date: 03/16/2022 Loni Rees

Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit
permitted by No.: _____.

Date: _____

Authorized Signature

DISTRICT _____ EPR 03/08/2022 PRODUCTION _____ UIC 03/16/2022

Side Two

Must Be Filed For All Wells

KDOR Lease No.: 100394

* Lease Name: GUY

* Location: 28-28S-22E

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-1	15-037-01433-00-00	2654 FSL	Circle: FSL/FNL	4975 FEL	Circle: FEL/FWL	EOR	AI
I-2	15-037-01434-00-00	2650 FSL	FSL/FNL	4639 FEL	FEL/FWL	EOR	AI
22	15-037-01705-00-00	4044 FSL	FSL/FNL	2800 FEL	FEL/FWL	OIL	PR
23	15-037-01706-00-00	1625 FNL	FSL/FNL	2181 FWL	FEL/FWL	OIL	IN
24	15-037-01707-00-00	3060 FSL	FSL/FNL	3058 FEL	FEL/FWL	OIL	PR
25	15-037-01708-00-00	2750 FSL	FSL/FNL	3441 FEL	FEL/FWL	OIL	IN
7	15-037-01710-00-00	2892 FSL	FSL/FNL	3192 FEL	FEL/FWL	EOR	IN
13	15-037-01711-00-00	1868 FNL	FSL/FNL	759 FWL	FEL/FWL	OIL	PR
16	15-037-01712-00-00	3003 FSL	FSL/FNL	3986 FEL	FEL/FWL	EOR	IN
18	15-037-01713-00-00	3557 FSL	FSL/FNL	3655 FEL	FEL/FWL	EOR	IN
23	15-037-01714-00-00	3388 FSL	FSL/FNL	3200 FEL	FEL/FWL	EOR	IN
1	15-037-19388-00-00	2759 FSL	FSL/FNL	5148 FEL	FEL/FWL	OIL	PR
2	15-037-19389-00-00	2794 FSL	FSL/FNL	4458 FEL	FEL/FWL	OIL	PR
3	15-037-19390-00-00	2781 FSL	FSL/FNL	3806 FEL	FEL/FWL	OIL	PR
4	15-037-19391-00-00	2478 FNL	FSL/FNL	406 FWL	FEL/FWL	OIL	PR
5	15-037-19392-00-00	2428 FNL	FSL/FNL	506 FWL	FEL/FWL	OIL	PR
6	15-037-19393-00-00	3116 FSL	FSL/FNL	2777 FEL	FEL/FWL	OIL	PR
7	15-037-19394-00-00	2751 FSL	FSL/FNL	2995 FEL	FEL/FWL	OIL	PR
8	15-037-19395-00-00	2817 FSL	FSL/FNL	2763 FEL	FEL/FWL	OIL	IN
9	15-037-19396-00-00	3418 FSL	FSL/FNL	2783 FEL	FEL/FWL	OIL	PR
10	15-037-19397-00-00	3731 FSL	FSL/FNL	2783 FEL	FEL/FWL	OIL	PR
11	15-037-19398-00-00	3076 FSL	FSL/FNL	5098 FEL	FEL/FWL	OIL	PR
12	15-037-19399-00-00	3113 FSL	FSL/FNL	4814 FEL	FEL/FWL	OIL	IN
13	15-037-19400-00-00	2162 FNL	FSL/FNL	4516 FEL	FEL/FWL	OIL	PR

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.

Side Two

Must Be Filed For All WellsKDOR Lease No.: 100394* Lease Name: GUY * Location: 28-28S-22E

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)		
14	15-037-19401-00-00	2995 FSL	Circle: FSL/FNL	4301 FEL	Circle: FEL/FWL	OIL	PR
15	15-037-19402-00-00	3065 FSL	FSL/FNL	3800 FEL	FEL/FWL	OIL	PR
16	15-037-19403-00-00	3003 FSL	FSL/FNL	3986 FEL	FEL/FWL	OIL	PR
17	15-037-19404-00-00	3358 FSL	FSL/FNL	3412 FEL	FEL/FWL	OIL	PR
18	15-037-19405-00-00	3668 FSL	FSL/FNL	3368 FEL	FEL/FWL	OIL	PR
19	15-037-19406-00-00	3970 FSL	FSL/FNL	3267 FEL	FEL/FWL	OIL	PR
21	15-037-19408-00-00	4336 FSL	FSL/FNL	2783 FEL	FEL/FWL	OIL	IN
WSW-1	15-037-19409-00-00	2785 FSL	FSL/FNL	5029 FEL	FEL/FWL	WSW	PR
5-28B-3	15-037-22320-00-00	1886 FNL	FSL/FNL	165 FWL	FEL/FWL	OIL	PR
5-28B-4	15-037-22321-00-00	1886 FNL	FSL/FNL	495 FWL	FEL/FWL	OIL	PR
5-28B-INJ	15-037-22325-00-00	3557 FSL	FSL/FNL	4898 FEL	FEL/FWL	EOR	AI
			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.

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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 # 33397
Name: Running Foxes Petroleum Inc.
Address 1: 14550 E EASTER AVE STE 200
Address 2: _____
City: CENTENNIAL State: CO Zip: 80112 + 4222 _____
Contact Person: Joe Taglieri
Phone: (303) 548-1542 Fax: (_____) _____
Email Address: JOE.TAGLIERI@RUNNINGFOXES.COM

Well Location:
____ - ____ - ____ - NW Sec. 28 Twp. 28 S. R. 22 ☒ East ☐ West
County: Crawford
Lease Name: GUY Well #: See T1 Side Two

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

NW/4, SEC 28, T28S R 22E (160 ACRES)

Surface Owner Information:

Name: Brian Guy
Address 1: 695 N 50th St
Address 2: _____
City: Walnut State: KS Zip: 66780 + _____

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 hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: 03/02/2022 Signature of Operator or Agent: Joe Taglieri Title: Authorized KOLAR Agent

PURCHASE AND SALE AGREEMENT

Between

RUNNING FOXES PETROLEUM

And

CROSS COUNTRY VENTURES, LLC

For Assets located in Crawford County, Kansas, USA

January 1, 2022


RT.
Seller's Initials

KBC
Buyer's Initials

3/1/2022
Date

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Buyer's Initials


Date

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EXHIBITS

Exhibit A Wells

Exhibit B T-1


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 iii
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 Date

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement"), is dated as of January 1st, 2022, by and between Running Foxes Petroleum Inc. 14450 East Easter Ave., Ste 200 Centennial CO 80112 (the, "Seller") and Cross Country Ventures, 2433 Locust Rd., Fort Scott, KS 66701 (the "Buyer"). Seller and Buyer are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

- A. Seller is the owner of certain oil and gas wells located in Crawford County, Kansas described on Exhibits A and B attached hereto, (collectively, the "Assets").
- B. Seller desires to sell all of the Assets to Buyer and Buyer wishes to purchase the Assets from the Company.
- C. Buyer has conducted an independent investigation of the Company and the obligations and liabilities associated therewith.
- D. Seller will convey to Buyer or its designees all wells "as is" "where is".

AGREEMENT

NOW THEREFORE, in consideration of the mutual representations, covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1 DEFINITIONS

Some of the defined terms used in this Agreement are:

- 1.1 "Assignment" is defined in Section 2.4.
- 1.2 "Closing" means the consummation of the transactions contemplated by this Agreement as provided in Section 7.
- 1.3 "Closing Date" is defined in Section 7.1.
- 1.4 "Contracts" means all presently existing and valid contracts, agreement and instruments insofar as such contracts, agreements and instruments cover, bind, are attributable to or relate to the Leases.
- 1.5 "Effective Date" means January 1st, 2022.
- 1.6 "Wells" are those oil and gas leases described on Exhibit A.
- 1.7 "Purchase Price" is the total cash consideration specified in Section 2.2 to be paid by Buyer to Seller for the Leases


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Date

**SECTION 2
PURCHASE AND SALE OF COMPANY**

2.1 Agreement for Purchase and Sale. Subject to the terms and conditions contained in this Agreement, Seller agrees to sell, assign, transfer, convey, set over and deliver, or cause to be sold, assigned, transferred, conveyed, set over and delivered, to Buyer, and Buyer agrees to purchase, acquire, and accept the Leases from Seller.

2.2 Purchase Price. The Purchase Price for the Leases shall be Forty Thousand Dollars (USD) (\$40,000.00). Funds shall be sent by certified or cashier's check or by wire transfer of immediately available funds to an account or accounts designated in writing by each of the companies comprising Seller.

**SECTION 3
DUE DILIGENCE; WAIVER**

Following the execution of this Agreement, Seller shall provide Buyer with reasonable access to the Leases and to Seller's title, accounting, environmental and operating records, including property files related thereto, so that Buyer may confirm Seller's title to the Leases and that there are no adverse environmental conditions with respect to the Leases. Buyer acknowledges that, upon Closing, Buyer waives any objection to such matters. NO WARRANTY OF ANY KIND IS MADE BY SELLER AS TO THE INFORMATION AND DATA SUPPLIED TO BUYER, OR TO THE COMPLETENESS THEREOF, AND BUYER EXPRESSLY AGREES THAT ANY CONCLUSIONS DRAWN THEREFROM SHALL BE THE RESULT OF ITS OWN INDEPENDENT REVIEW AND JUDGMENT.

**SECTION 4
REPRESENTATIONS AND WARRANTIES OF SELLER**

The Seller, Running Foxes Petroleum Inc., represents and warrants to Buyer, as follows:

4.1 Organization and Standing. Seller is duly organized, validly existing and in good standing under the laws of its state of organization.

4.2 Authority. Seller has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement and the other documents and agreements contemplated hereby, and to perform its obligations under this Agreement and the other documents and agreements contemplated hereby. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, any provision of its governing documents or any agreement or instrument to which it is a party or by which it is bound or any judgment, decree, order, statute, rule or regulation applicable to Seller.

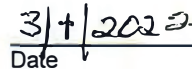
4.3 Validity. This Agreement, and all documents and instruments required hereunder to be executed and delivered by Seller at the Closing, constitute legal, valid and binding obligations of Seller in accordance with their respective terms, subject to applicable bankruptcy and other similar laws of general application with respect to creditors.

4.4 No Violation. The execution, delivery and performance of this Agreement and the transactions contemplated hereunder have been duly and validly authorized by all requisite authorizing action on the part of Seller.

4.5 Brokers. Seller has not retained any brokers with respect to this Agreement and agrees to indemnify Buyer against any claim by any third person for any commission, brokerage, finder's fee or any other payment based upon any agreement or understanding between such third person and Seller.


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Date

4.6 **Taxes.** All tax returns required to be filed by Seller with respect to the Purchased Property have been timely filed with the appropriate governmental entity in all jurisdictions in which such tax returns are required to be filed, and all taxes due with respect to such tax returns have been paid, except those being contested in good faith.

4.7 **Claims and Litigation.** Seller has not received any written notice of any material claims with respect to any continuing or uncured breach, default or violation by Seller of any of the Leases or applicable law, which would adversely affect the ownership, operation or value of the Purchased Property or the transactions contemplated by this Agreement

4.8 **Preferential Rights.** Except for governmental consents and approvals of assignments that are customarily obtained after assignment, there are no preferential rights to purchase or consents to assignment (including third party and governmental preferential rights or consents) burdening the Purchased Property.

4.9 **Operations.** Seller has not conducted and is not conducting any operations upon the lands covered by the Leases, and Seller has not received any written authorization for expenditures for operations upon such lands.

4.10 **No Breaches.** To Seller's knowledge, neither Seller nor any other party to any Lease, Contract, surface right, permit or other obligation: (i) is in breach or default of or with the lapse of time or the giving of notice, or both, would be in breach or default of such Lease, Contract, surface right, permit or other obligation; or (ii) has given or threatened to give notice of any default under or made any inquiry into any possible default under, or action to alter, terminate, rescind or procure a judicial reformation of any Lease, Contract, surface right, permit or other obligation.

4.11 **Compliance with Laws.** To Seller's knowledge, with respect to Seller's ownership of the Wells, Seller is in compliance in all material respects with all laws, ordinances, rules, regulations, orders, decisions and decrees of governmental authorities that are applicable to the Leases.

4.12 **Survivability.** The foregoing representations and warranties of Seller shall survive the Closing for a period of one (1) year after the Closing Date.

SECTION 5 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as of the date hereof and the Closing Date that:

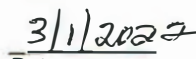
5.1 **Organization and Standing.** Buyer is duly organized, validly existing and in good standing under the laws of the State of Kansas and duly qualified to carry on its business in the State of Kansas.

5.2 **Authority.** Buyer has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement and the other documents and agreements contemplated hereby, and to perform its obligations under this Agreement and the other documents and agreements contemplated hereby. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, any provision of Buyer's articles of organization and operating agreement(s) or governing documents, or any material agreement or instrument to which Buyer is a party or by which it is bound, or any judgment, decree, order, statute, rule or regulation applicable to Buyer.

5.3 **Validity.** This Agreement and all documents and instruments required hereunder to be executed and delivered by Buyer at the Closing, constitute legal, valid and binding obligations of Seller in accordance with their respective terms, subject to applicable


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Date

bankruptcy and other similar laws of general application with respect to creditors.

5.4 **No Violation.** The execution, delivery and performance of this Agreement and the transactions contemplated hereunder have been duly and validly authorized by all requisite authorizing action on the part of Buyer.

5.5 **Securities Matters.** Buyer acknowledges that the Leases may be deemed to be "securities" under the Securities Act of 1933, as amended, and certain applicable state securities or Blue Sky laws and that resale thereof may therefore be subject to the registration requirements of such acts. Buyer is acquiring the Leases for its own account, not with a view toward, nor for the sale in connection with, any distribution thereof, nor with the intention of distributing or selling any interests in the Leases in violation of the Securities Act of 1933 or any other applicable federal or state securities laws and regulations. In entering into this transaction Buyer has complied with all applicable federal and state securities laws and regulations.

5.6 **Independent Investigation.** Buyer is an experienced and knowledgeable investor, and is or has access to personnel who are experienced in the acquisitions and operations in the oil and gas business, is aware of its risks, and is capable of independently evaluating the merits and risks of the investment contemplated by this Agreement. Buyer has, or will have by the Closing, been afforded the opportunity to examine the Leases. Buyer acknowledges that as to the Leases, Buyer is acquiring all of the risks associated with oil and gas industry operations.

5.7 **Brokers.** Buyer has not retained any brokers with respect to this Agreement and agrees to indemnify Seller against any claim by any third person for any commission, brokerage, finder's fee or any other payment based upon any agreement or understanding between such third person and Buyer.

5.8 **Survivability.** The foregoing representations and warranties of Buyer shall survive the Closing for a period of thirty (30) days after the Closing Date.

SECTION 6 CONDITIONS PRECEDENT TO CLOSING

6.1 **Seller's Conditions to Closing.** The obligations of Seller under this Agreement are subject to the fulfillment (unless waived in writing by Seller) of the following conditions precedent prior to or on the Closing:

- a) Buyer or an Affiliate shall have purchased the Assets and is responsible for all of its assets, records and data.
- b) **Performance of Obligations.** Seller shall have performed all material respects of all agreements and covenants required by this Agreement to be performed by Seller prior to or on the Closing Date.
- c) **Representations and Warranties.** The representations and warranties made by Buyer in this Agreement shall be true and correct at and as of the date of this Agreement and at and as of the Closing Date and with the same force and effect as though made on the Closing Date.
- d) **Pending Legal Action.** On the Closing Date, there shall be no pending or threatened third party claim, suit, action or other proceeding before any court or governmental agency seeking to obtain damages in connection with, or to restrain, prohibit, invalidate, or set aside, in whole or in part, the consummation of this Agreement or the transactions contemplated under this Agreement.


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Buyer's Initials


Date

6.2 **Buyer's Closing Conditions.** The obligations of Buyer under this Agreement are subject to the fulfillment (unless waived in writing by Buyer) of the following conditions precedent prior to or on the Closing.

- a) **Performance of Obligations.** Seller shall have performed all material respects of all agreements and covenants required by this Agreement to be performed by Seller prior to or on the Closing Date.
- b) **Representations and Warranties.** The representations and warranties made by Seller as set forth in this Agreement shall be true and correct at and as of the date of this Agreement and at and as of the Closing Date, and with the same force and effect as though made on the Closing Date.
- c) **Pending Legal Action.** On the Closing Date, there shall be no pending or threatened third party claim, suit, action or other proceeding before any court or governmental agency seeking to obtain damages in connection with, or to restrain, prohibit, invalidate, or set aside, in whole or in part, the consummation of this Agreement or the transactions contemplated under this Agreement.
- d) **Government Agency Approval Not a Condition.** It is expressly agreed by the Parties that any necessary Federal or State governmental agency approval or authorization for BUYER to receive assignment of the Leases shall not be a condition precedent to BUYER's obligations under this Agreement.

SECTION 7 CLOSING

7.1 **Closing Time and Place.** Unless the Parties agree in writing to close sooner, the closing of the transactions contemplated by this Agreement (the "Closing") shall occur at 10:00 a.m. MST on or before January 1st, 2022 at the offices of the SELLER. The date on which Closing actually occurs is the "Closing Date." Failure to close on or before the "Closing Date" this agreement will be null and void.

7.2 **Seller's Obligations at Closing.** At the Closing:

- a) **Assignments.** Seller shall deliver to Buyer (1) the Assignments for leases and pipelines, and (2) all well records, (3) signed T-1 to transfer operatorship of the wells, (4) copies of leases and right of ways.

7.3 **Buyer's Obligations at Closing.** At the Closing: Wire transfer or cashier's check for \$10.

SECTION 8 POST CLOSING OBLIGATIONS

8.1 **Consents.** Seller shall use its best commercially reasonable efforts after the Closing to obtain timely approval of any consents from those Federal, State and other agencies whose consent to assign the Leases is required. Buyer agrees to cooperate fully with Seller in obtaining such consents from the applicable Federal, State or other agencies.


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Buyer's Initials


Date

SECTION 9 TERMINATION

9.1 **Termination.** This Agreement and the transactions contemplated hereby may be terminated at any time prior to the Closing Date by:

- a) The mutual written consent of the Parties.
- b) Seller, if any of Seller's conditions to Closing set forth in Section 6.1 have not been satisfied at or prior to Closing.
- c) Buyer, if any of Buyer's conditions to Closing set forth in Section 6.2 have not been satisfied at or prior to Closing.

9.2 **Effect of Termination.** If this Agreement is terminated as provided above, this Agreement shall become void and of no further force or effect and neither Party shall have any further obligation or liability to the other Party except as provided in this Agreement and except as to those provisions that survive Closing.

SECTION 10 DISPUTE RESOLUTION

Any dispute arising under or in connection with this Agreement or the subject matter hereof ("Dispute") shall be referred to and resolved by binding arbitration in Kansas City, Kansas, to be administered by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Arbitration shall be initiated within the applicable time limits set forth in this Agreement and not thereafter or if no time limit is given, within the time period allowed by the applicable statute of limitations, by one Party ("Claimant") giving written notice to the other Party ("Respondent") and to the Denver Regional Office of the AAA, that the Claimant elects to refer the Dispute to arbitration. The Parties shall attempt to agree on a single arbitrator but in the event that they are unable to do so within thirty (30) days of the first letter by a Party proposing name(s) of potential arbitrators, then each Party shall choose within fifteen (15) days thereafter one arbitrator qualified to act as such under this Section and these two arbitrators shall choose a third within fifteen (15) days after their selection. All arbitrators must be neutral disinterested parties who have never been officers, directors or employees or attorneys of the Parties or any of their Affiliates, must have not less than ten (10) years experience in the oil and gas industry, and must have a formal financial/accounting, petroleum engineering or legal education. The hearing shall be commenced within thirty (30) days after the selection of the arbitrator(s). The Parties and the arbitrators shall proceed diligently and in good faith in order that the arbitral award shall be made as promptly as possible. The interpretation, construction and effect of this Agreement shall be governed by the Laws of Wyoming, and to the maximum extent allowed by law, in all arbitration proceedings the Laws of Wyoming shall be applied, without regard to any conflicts of laws principles. All statutes of limitation and of repose that would otherwise be applicable shall apply to any arbitration proceeding. The tribunal shall not have the authority to grant or award indirect or consequential damages, punitive damages, exemplary or special damages.

This Section 10 shall survive the Closing.


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Buyer's Initials

6


Date

**SECTION 11
MISCELLANEOUS**

11.1 Further Assurances. The Parties agree that each shall use its reasonable efforts to take or cause to be taken all such actions that may be necessary to consummate and make effective the transactions contemplated by this Agreement.

11.2 Notices. All notices, demands, and other communications required or permitted under this Agreement shall be in writing and delivered by facsimile transmission, air express service, or registered or certified mail. All notices, demands, and other communications by a Party under this Agreement shall be effective when received by the other party. Any Party may change the address and/or person to which notices, demands, and other communications are to be sent upon written notice to the other Party or Parties. Notices shall be sent to:

To SELLER:

Attn: Joe Taglieri

To BUYER:

Attn.: Glenda Cutter
Email: gcutler18@gmail.com
Cell: 620 223 2925

Running Foxes Petroleum Inc.

Attn.: Joe Taglieri, President
14550 East Easter Ave., Ste 200
Centennial, CO 80112

Email: joe.taglieri@runningfoxes.com
Cell: 720 889 0510

11.3 Entire Agreement; Amendments. This Agreement, the documents to be executed hereunder, and the Exhibits and Schedules attached hereto constitute the entire agreement between the Parties concerning the subject matter referred to herein and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties concerning such subject matter. No supplement, amendment, alteration, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Parties hereto.

11.4 Expenses. Each Party shall be solely responsible for expenses incurred by it in connection with this Agreement and shall not be entitled to reimbursement by the other Party.

11.5 Governing Law. This Agreement, the Assignment and any other instruments executed in accordance with the Agreement shall be governed by and interpreted according to the laws of the State of Kansas.

11.6 Waiver of Consequentials. EACH PARTY HEREBY EXPRESSLY WAIVES, RELEASES AND DISCLAIMS ANY AND ALL RIGHTS TO RECOVER FROM THE OTHER PARTY ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR ANY BREACH OF OR FAILURE TO PERFORM UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, LOST SALES, INCOME, PROFIT, REVENUE, PRODUCTION, RESERVES OR OPPORTUNITY.

11.7 Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.


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Buyer's Initials


Date

11.8 Captions. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

11.9 Assignment of Agreement. Neither Party shall assign this Agreement or any part thereof without the prior written consent of the other Party, which consent shall not unreasonably be withheld, and any assignment made without such consent shall be void. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

11.10 Counterparts. This Agreement may be executed in multiple original counterparts, all of which shall together constitute a single agreement and each of which, when executed, shall be binding for all purposes thereof on the executing Party and its successors and assigns.

11.11 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any materially adverse manner to either Party.

11.12 Not to be Construed Against Drafter. The Parties acknowledge that they have had an adequate opportunity to review each and every provision contained in this Agreement and to submit the same to legal counsel for review and comment. The Parties agree with each and every term contained in this Agreement. Based on the foregoing, the parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

11.13 No Third-Party Beneficiaries. This Agreement is not intended to confer any rights or remedies upon any person other than the Parties and their respective permitted successors and assigns.

11.14 Sales Taxes and Recording Fees. The Purchase Price provided for hereunder is net of any sales taxes or other taxes in connection with the sale of the Leases. BUYER shall be liable for any sales tax or other transfer tax, as well as any applicable conveyance, transfer and recording fees, and real estate transfer stamps or taxes imposed on the transfer of the Leases pursuant to this Agreement. BUYER shall indemnify and hold SELLER harmless with respect to the payment of any of those taxes including any interest or penalties assessed thereon.

11.15 Plugging Obligations. In the event after closing and Buyer's acquisition of the wells listed in Exhibit A and Exhibit B shall be liable both corporately and personally to plug said wells and hold SELLER harmless to any costs incurred either through actions or requests by landowners, Kansas Corporation Commission, Environmental Protection Agency or any other governmental agency whether Township, County, State and Federal. BUYER shall bear all costs of plugging and clean-up of said wells in Exhibit A and B.


Seller's Initials


Buyer's Initials


Date

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

SELLER:


Running Foxes Petroleum Inc.

By: 
Joe Taglieri
President

BUYER:

CROSS COUNTRY VENTURES, LLC.

By: 
Glenda Cutler
Operating Member


Seller's Initials


Buyer's Initials

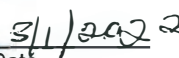

Date

Exhibit "A"
Wells

	Lease Name	Well No.	API Number	County	Sec	Twp	Rge	Dir	Well Type	Well Status
1	GUY	1	15-037-19388	Crawford	28	28	22	E	OIL	PR
2	GUY	10	15-037-19397	Crawford	28	28	22	E	OIL	PR
3	GUY	11	15-037-19398	Crawford	28	28	22	E	OIL	PR
4	GUY	12	15-037-19399	Crawford	28	28	22	E	OIL	IN
5	GUY	13	15-037-01711	Crawford	28	28	22	E	OIL	PR
6	GUY	13	15-037-19400	Crawford	28	28	22	E	OIL	PR
7	GUY	14	15-037-19401	Crawford	28	28	22	E	OIL	PR
8	GUY	15	15-037-19402	Crawford	28	28	22	E	OIL	PR
9	GUY	16	15-037-01712	Crawford	28	28	22	E	EOR	IN
10	GUY	16	15-037-19403	Crawford	28	28	22	E	OIL	PR
11	GUY	17	15-037-19404	Crawford	28	28	22	E	OIL	PR
12	GUY	18	15-037-01713	Crawford	28	28	22	E	EOR	IN
13	GUY	18	15-037-19405	Crawford	28	28	22	E	OIL	PR
14	GUY	19	15-037-19406	Crawford	28	28	22	E	OIL	PR

3/1/2022
Date

ABC
Buyer's Initials

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Seller's Initials

15	GUY	2	15-037-19389-0000	Crawford	28	28	22	E	OIL	PR
16	GUY	21	15-037-19408-0000	Crawford	28	28	22	E	OIL	IN
17	GUY	22	15-037-01705-0000	Crawford	28	28	22	E	OIL	PR
18	GUY	23	15-037-01706-0000	Crawford	28	28	22	E	OIL	IN
19	GUY	23	15-037-01714-0000	Crawford	28	28	22	E	EO	IN
20	GUY	24	15-037-01707-0000	Crawford	28	28	22	E	OIL	PR
21	GUY	25	15-037-01708-0000	Crawford	28	28	22	E	OIL	IN
22	GUY	3	15-037-19390-0000	Crawford	28	28	22	E	OIL	PR
23	GUY	4	15-037-19391-0000	Crawford	28	28	22	E	OIL	PR
24	GUY	5	15-037-19392-0000	Crawford	28	28	22	E	OIL	PR
25	GUY	5-288-3	15-037-22320-0000	Crawford	28	28	22	E	OIL	PR
26	GUY	5-288-4	15-037-22321-0000	Crawford	28	28	22	E	OIL	PR
27	GUY	5-288-INJ	15-037-22325-0000	Crawford	28	28	22	E	EO	AI
28	GUY	6	15-037-19393-0000	Crawford	28	28	22	E	OIL	PR
29	GUY	7	15-037-01710-0000	Crawford	28	28	22	E	EO	IN
30	GUY	7	15-037-19394-0000	Crawford	28	28	22	E	OIL	PR
31	GUY	8	15-037-19395-0000	Crawford	28	28	22	E	OIL	IN
32	GUY	9	15-037-19396-0000	Crawford	28	28	22	E	OIL	PR
33	GUY	I-1	15-037-01433-0000	Crawford	28	28	22	E	EO	AI
34	GUY	I-2	15-037-01434-0000	Crawford	28	28	22	E	EO	AI
35	GUY	WSW-1	15-037-19409-0000	Crawford	28	28	22	E	WSW	PR


2

3/1/2022
Date

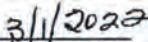
gbc
Buyer's Initials

gbc
Seller's Initials

Exhibit "B"
T-1


Seller's Initials

 1
Buyer's Initials


Date

TEMPORARY ABANDONMENT WELL APPLICATION

OPERATOR: License# 33397
Name: Running Foxes Petroleum Inc.
Address 1: 6855 S HAVANA ST, STE 400
Address 2: _____
City: CENTENNIAL State: CO Zip: 80112 + _____
Contact Person: Joe Taglieri
Phone: (303) 617-7242
Contact Person Email: _____
Field Contact Person: _____
Field Contact Person Phone: (_____) _____

API No. 15- 15-037-01714-00-00
Spot Description: _____
- - - SW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W
1868 feet from ☒ N / ☐ S Line of Section
2060 feet from ☐ E / ☒ W Line of Section
GPS Location: Lat: _____, Long: _____
(e.g. xx.xxxxx) (e.g. -xxx.xxxxx)
Datum: ☐ NAD27 ☐ NAD83 ☐ WGS84
County: Crawford Elevation: _____ ☐ GL ☐ KB
Lease Name: GUY Well #: 23
Well Type: (check one) ☐ Oil ☐ Gas ☐ OG ☐ WSW ☐ Other: _____
☐ SWD Permit #: _____ ☒ ENHR Permit #: NA
☐ Gas Storage Permit #: _____
Spud Date: _____ Date Shut-In: 01/01/2013

	Conductor	Surface	Production	Intermediate	Liner	Tubing
Size	NA	NA	NA	NA	NA	NA
Setting Depth						
Amount of Cement						
Top of Cement						
Bottom of Cement						

Casing Fluid Level from Surface: 0 How Determined? NA Date: 01/01/2013
Casing Squeeze(s): _____ to _____ w / _____ sacks of cement, _____ to _____ w / _____ sacks of cement. Date: _____
(top) (bottom) (top) (bottom)
Do you have a valid Oil & Gas Lease? ☒ Yes ☐ No
Depth and Type: ☐ Junk in Hole at _____ (depth) ☐ Tools in Hole at _____ (depth) Casing Leaks: ☐ Yes ☐ No Depth of casing leak(s): _____
Type Completion: ☐ ALT. I ☒ ALT. II Depth of: ☐ DV Tool: _____ w / _____ sacks of cement ☐ Port Collar: _____ w / _____ sack of cement
(depth) (depth)
Packer Type: _____ Size: _____ Inch Set at: _____ Feet
Total Depth: 0 Plug Back Depth: _____ Plug Back Method: _____

Geological Date:

Formation Name

Formation Top Formation Base

Completion Information

1. _____ At: _____ to _____ Feet Perforation Interval 0 to 0 Feet or Open Hole Interval _____ to _____ Feet
2. _____ At: _____ to _____ Feet Perforation Interval _____ to _____ Feet or Open Hole Interval _____ to _____ Feet

UNDER PENALTY OF PERJURY I HEREBY ATTEST THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Submitted Electronically

Do NOT Write in This
Space - KCC USE ONLY

Date Tested: _____ Results: _____ Date Plugged: _____ Date Repaired: _____ Date Put Back in Service: _____

Review Completed by: Russell Hine Comments: no pipe information, no formation informationTA Approved: ☐ Yes ☒ Denied Date: 04/07/2016

Mail to the Appropriate KCC Conservation Office:

	KCC District Office #1 - 210 E. Frontview, Suite A, Dodge City, KS 67801	Phone 620.225.8888
	KCC District Office #2 / UPGS - 3450 N. Rock Road, Building 600, Suite 601, Wichita, KS 67226	Phone 316.630.4000
	KCC District Office #3 - 1500 SW Seventh Steet, Chanute, KS 66720	Phone 620.432.2300
	KCC District Office #4 - 2301 E. 13th Street, Hays, KS 67601-2651	Phone 785.625.0550

April 07, 2016

Joe Taglieri
Running Foxes Petroleum Inc.
6855 S HAVANA ST, STE 400
CENTENNIAL, CO 80112

Re: Temporary Abandonment
API 15-037-01714-00-00
GUY 23
SW/4 Sec.28-28S-22E
Crawford County, Kansas

Dear Joe Taglieri:

Your application for Temporary Abandonment (TA) of the above-listed well is denied for the following reasons(s):

Lack of Surface Control/Needs Shut-In with Swedge and Valve

In accordance with K.A.R. 82-3-111, this well must be plugged or returned to service by May 07, 2016.

Sincerely,

Russell Hine

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form must be Typed

Form must be signed

All blanks must be complete

TEMPORARY ABANDONMENT WELL APPLICATION

OPERATOR: License# 33397

Name: Running Foxes Petroleum Inc.

Address 1: 14550 E EASTER AVE STE 200

Address 2: _____

City: CENTENNIAL State: CO Zip: 80112 + 4222

Contact Person: Joe Taglieri

Phone: (720) 377-0923

Contact Person Email: _____

Field Contact Person: _____

Field Contact Person Phone: (_____) _____

API No. 15- 15-037-01714-00-00

Spot Description: _____

NE SE NW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W

3402 feet from ☐ N / ☒ S Line of Section

3174 feet from ☒ E / ☐ W Line of Section

GPS Location: Lat: _____, Long: _____
(e.g. xx.xxxxx) (e.g. -xxx.xxxxx)

Datum: ☐ NAD27 ☐ NAD83 ☐ WGS84

County: Crawford Elevation: _____ ☐ GL ☐ KB

Lease Name: GUY Well #: 23

Well Type: (check one) ☐ Oil ☐ Gas ☐ OG ☐ WSW ☐ Other: _____

☐ SWD Permit #: _____ ☒ ENHR Permit #: NA

☐ Gas Storage Permit #: _____

Spud Date: _____ Date Shut-In: 1/1/2013

	Conductor	Surface	Production	Intermediate	Liner	Tubing
Size	NA	NA	2	NA	NA	NA
Setting Depth			350			
Amount of Cement			60			
Top of Cement			0			
Bottom of Cement			350			

Casing Fluid Level from Surface: 25 How Determined? Weighted String Date: 7/6/2018

Casing Squeeze(s): _____ to _____ w / _____ sacks of cement, _____ to _____ w / _____ sacks of cement. Date: _____
(top) (bottom) (top) (bottom)

Do you have a valid Oil & Gas Lease? ☒ Yes ☐ No

Depth and Type: ☐ Junk in Hole at _____ ☐ Tools in Hole at _____ Casing Leaks: ☐ Yes ☐ No Depth of casing leak(s): _____
(depth) (depth)

Type Completion: ☐ ALT. I ☒ ALT. II Depth of: ☐ DV Tool: _____ w / _____ sacks of cement ☐ Port Collar: _____ w / _____ sack of cement
(depth) (depth)

Packer Type: _____ Size: _____ Inch Set at: _____ Feet

Total Depth: 350 Plug Back Depth: _____ Plug Back Method: _____

Geological Date:

Formation Name	Formation Top	Formation Base	Completion Information
1. _____	At: _____	to _____ Feet	Perforation Interval <u>365</u> to <u>381</u> Feet or Open Hole Interval _____ to _____ Feet
2. _____	At: _____	to _____ Feet	Perforation Interval _____ to _____ Feet or Open Hole Interval _____ to _____ Feet

UNDER PENALTY OF PERJURY I HEREBY ATTEST THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Submitted Electronically

Do NOT Write in This Space - KCC USE ONLY	Date Tested: _____	Results: _____	Date Plugged: _____	Date Repaired: _____	Date Put Back in Service: _____
	Review Completed by: <u>Dallas Logan</u> Comments: _____				
TA Approved: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Denied Date: <u>07/12/2018</u>					

Mail to the Appropriate KCC Conservation Office:

	KCC District Office #1 - 210 E. Frontview, Suite A, Dodge City, KS 67801	Phone 620.682.7933
	KCC District Office #2 - 3450 N. Rock Road, Building 600, Suite 601, Wichita, KS 67226	Phone 316.337.7400
	KCC District Office #3 - 137 E. 21st St., Chanute, KS 66720	Phone 620.902.6450
	KCC District Office #4 - 2301 E. 13th Street, Hays, KS 67601-2651	Phone 785.261.6250

STATE OF KANSAS

CORPORATION COMMISSION
CONSERVATION DIVISION
DISTRICT OFFICE No. 3
137 E. 21st STREET
CHANUTE, KS 66720



PHONE: 620-902-6450
<http://kcc.ks.gov/>

GOVERNOR JEFF COLYER, M.D.

SHARI FEIST ALBRECHT, CHAIR | JAY SCOTT EMLER, COMMISSIONER | DWIGHT D. KEEN, COMMISSIONER

July 12, 2018

Joe Taglieri
Running Foxes Petroleum Inc.
14550 E EASTER AVE STE 200
CENTENNIAL, CO 80112-4222

Re: Temporary Abandonment
API 15-037-01714-00-00
GUY 23
NW/4 Sec.28-28S-22E
Crawford County, Kansas

Dear Joe Taglieri:

Your application for Temporary Abandonment (TA) for the above-listed well is denied for the following reasons(s):

**High Fluid Level
needs casing integrity test for approval**

Pursuant to K.A.R. 82-3-111, the well must be plugged, or returned to service, or obtain temporary abandonment status by August 09, 2018.

This deadline does NOT override any compliance deadline given to you in any Commission Order.

You may contact me if you have any questions.

Sincerely,
Dallas Logan
KCC DISTRICT 3

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

TEMPORARY ABANDONMENT WELL APPLICATION

OPERATOR: License# 33397

Name: Running Foxes Petroleum Inc.

Address 1: 14550 E EASTER AVE STE 200

Address 2: _____

City: CENTENNIAL State: CO Zip: 80112 + 4222

Contact Person: Joe Taglieri

Phone: (720) 377-0923

Contact Person Email: _____

Field Contact Person: _____

Field Contact Person Phone: (_____) _____

API No. 15- 15-037-01714-00-00

Spot Description: _____

NE SE NW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W

3402 feet from ☐ N / ☒ S Line of Section

3174 feet from ☒ E / ☐ W Line of Section

GPS Location: Lat: _____, Long: _____
(e.g. xx.xxxxx) (e.g. -xxx.xxxxx)

Datum: ☐ NAD27 ☐ NAD83 ☐ WGS84

County: Crawford Elevation: _____ ☐ GL ☐ KB

Lease Name: GUY Well #: 23

Well Type: (check one) ☐ Oil ☐ Gas ☐ OG ☐ WSW ☐ Other: _____

☐ SWD Permit #: _____ ☒ ENHR Permit #: NA

☐ Gas Storage Permit #: _____

Spud Date: _____ Date Shut-In: 1/1/2013

	Conductor	Surface	Production	Intermediate	Liner	Tubing
Size	NA	NA	2	NA	NA	NA
Setting Depth			350			
Amount of Cement			60			
Top of Cement			0			
Bottom of Cement			350			

Casing Fluid Level from Surface: 25 How Determined? Weighted String Date: 7/6/2018

Casing Squeeze(s): _____ to _____ w / _____ sacks of cement, _____ to _____ w / _____ sacks of cement. Date: _____
(top) (bottom) (top) (bottom)

Do you have a valid Oil & Gas Lease? ☒ Yes ☐ No

Depth and Type: ☐ Junk in Hole at _____ ☐ Tools in Hole at _____ Casing Leaks: ☐ Yes ☐ No Depth of casing leak(s): _____
(depth) (depth)

Type Completion: ☐ ALT. I ☒ ALT. II Depth of: ☐ DV Tool: _____ w / _____ sacks of cement ☐ Port Collar: _____ w / _____ sack of cement
(depth) (depth)

Packer Type: _____ Size: _____ Inch Set at: _____ Feet

Total Depth: 350 Plug Back Depth: _____ Plug Back Method: _____

Geological Date:

Formation Name Formation Top Formation Base Completion Information

1. _____ At: _____ to _____ Feet Perforation Interval 365 to 381 Feet or Open Hole Interval _____ to _____ Feet

2. _____ At: _____ to _____ Feet Perforation Interval _____ to _____ Feet or Open Hole Interval _____ to _____ Feet

UNDER PENALTY OF PERJURY I HEREBY ATTEST THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Submitted Electronically

Do NOT Write in This Space - KCC USE ONLY	Date Tested: _____	Results: _____	Date Plugged: _____	Date Repaired: _____	Date Put Back in Service: _____
	Review Completed by: <u>Dallas Logan</u> Comments: _____				
TA Approved: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Denied Date: <u>09/20/2018</u>					

Mail to the Appropriate KCC Conservation Office:

	KCC District Office #1 - 210 E. Frontview, Suite A, Dodge City, KS 67801	Phone 620.682.7933
	KCC District Office #2 - 3450 N. Rock Road, Building 600, Suite 601, Wichita, KS 67226	Phone 316.337.7400
	KCC District Office #3 - 137 E. 21st St., Chanute, KS 66720	Phone 620.902.6450
	KCC District Office #4 - 2301 E. 13th Street, Hays, KS 67601-2651	Phone 785.261.6250

STATE OF KANSAS

CORPORATION COMMISSION
CONSERVATION DIVISION
DISTRICT OFFICE No. 3
137 E. 21ST STREET
CHANUTE, KS 66720



PHONE: 620-902-6450
<http://kcc.ks.gov/>

GOVERNOR JEFF COLYER, M.D.

SHARI FEIST ALBRECHT, CHAIR | JAY SCOTT EMLER, COMMISSIONER | DWIGHT D. KEEN, COMMISSIONER

September 20, 2018

Joe Taglieri
Running Foxes Petroleum Inc.
14550 E EASTER AVE STE 200
CENTENNIAL, CO 80112-4222

Re: Temporary Abandonment
API 15-037-01714-00-00
GUY 23
NW/4 Sec.28-28S-22E
Crawford County, Kansas

Dear Joe Taglieri:

"Your temporary abandonment (TA) application for the well listed above has been approved. In accordance with K.A.R. 82-3-111 the TA status of this well will expire 09/20/2019.

- * If you return this well to service or plug it, please notify the District Office.
- * If you sell this well you are required to file a Transfer of Operator form, T-1.
- * If the well will remain temporarily abandoned, you must submit a new TA application, CP-111, before 09/20/2019.

You may contact me at the number above if you have questions.

Very truly yours,

Dallas Logan"

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

TEMPORARY ABANDONMENT WELL APPLICATION

OPERATOR: License# 33397

Name: Running Foxes Petroleum Inc.

Address 1: 14550 E EASTER AVE STE 200

Address 2: _____

City: CENTENNIAL State: CO Zip: 80112 + 4222

Contact Person: Joe Taglieri

Phone: (720) 377-0923

Contact Person Email: _____

Field Contact Person: _____

Field Contact Person Phone: (_____) _____

API No. 15- 15-037-01714-00-00

Spot Description: _____

NE SE NW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W

3402 feet from ☐ N / ☒ S Line of Section

3174 feet from ☒ E / ☐ W Line of Section

GPS Location: Lat: _____, Long: _____
(e.g. xx.xxxxx) (e.g. -xxx.xxxxx)

Datum: ☐ NAD27 ☐ NAD83 ☐ WGS84

County: Crawford Elevation: _____ ☐ GL ☐ KB

Lease Name: GUY Well #: 23

Well Type: (check one) ☐ Oil ☐ Gas ☐ OG ☐ WSW ☐ Other: _____

☐ SWD Permit #: _____ ☒ ENHR Permit #: NA

☐ Gas Storage Permit #: _____

Spud Date: _____ Date Shut-In: 1/1/2013

	Conductor	Surface	Production	Intermediate	Liner	Tubing
Size	NA	NA	2	NA	NA	NA
Setting Depth			350			
Amount of Cement			60			
Top of Cement			0			
Bottom of Cement			350			

Casing Fluid Level from Surface: 50 How Determined? Weighted String Date: 9/6/2019

Casing Squeeze(s): _____ to _____ w / _____ sacks of cement, _____ to _____ w / _____ sacks of cement. Date: _____
(top) (bottom) (top) (bottom)

Do you have a valid Oil & Gas Lease? ☒ Yes ☐ No

Depth and Type: ☐ Junk in Hole at _____ ☐ Tools in Hole at _____ Casing Leaks: ☐ Yes ☐ No Depth of casing leak(s): _____
(depth) (depth)

Type Completion: ☐ ALT. I ☒ ALT. II Depth of: ☐ DV Tool: _____ w / _____ sacks of cement ☐ Port Collar: _____ w / _____ sack of cement
(depth) (depth)

Packer Type: _____ Size: _____ Inch Set at: _____ Feet

Total Depth: 350 Plug Back Depth: _____ Plug Back Method: _____

Geological Date:

Formation Name **Formation Top** **Formation Base** **Completion Information**

1. _____ At: _____ to _____ Feet Perforation Interval 365 to 381 Feet or Open Hole Interval _____ to _____ Feet

2. _____ At: _____ to _____ Feet Perforation Interval _____ to _____ Feet or Open Hole Interval _____ to _____ Feet

UNDER PENALTY OF PERJURY I HEREBY ATTEST THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Submitted Electronically

Do NOT Write in This
Space - KCC USE ONLY

Date Tested: _____ Results: _____ Date Plugged: _____ Date Repaired: _____ Date Put Back in Service: _____

Review Completed by: Alan Dunning Comments: _____

TA Approved: ☒ Yes ☐ Denied Date: 09/20/2019

Mail to the Appropriate KCC Conservation Office:

	KCC District Office #1 - 210 E. Frontview, Suite A, Dodge City, KS 67801	Phone 620.682.7933
	KCC District Office #2 - 3450 N. Rock Road, Building 600, Suite 601, Wichita, KS 67226	Phone 316.337.7400
	KCC District Office #3 - 137 E. 21st St., Chanute, KS 66720	Phone 620.902.6450
	KCC District Office #4 - 2301 E. 13th Street, Hays, KS 67601-2651	Phone 785.261.6250

September 20, 2019

Joe Taglieri
Running Foxes Petroleum Inc.
14550 E EASTER AVE STE 200
CENTENNIAL, CO 80112-4222

Re: Temporary Abandonment
API 15-037-01714-00-00
GUY 23
NW/4 Sec.28-28S-22E
Crawford County, Kansas

Dear Joe Taglieri:

"Your temporary abandonment (TA) application for the well listed above has been approved. In accordance with K.A.R. 82-3-111 the TA status of this well will expire 09/20/2020.

- * If you return this well to service or plug it, please notify the District Office.
- * If you sell this well you are required to file a Transfer of Operator form, T-1.
- * If the well will remain temporarily abandoned, you must submit a new TA application, CP-111, before 09/20/2020.

You may contact me at the number above if you have questions.

Very truly yours,

Alan Dunning"

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form must be Typed

Form must be signed

All blanks must be complete

TEMPORARY ABANDONMENT WELL APPLICATION

OPERATOR: License# 33397

Name: Running Foxes Petroleum Inc.

Address 1: 14550 E EASTER AVE STE 200

Address 2: _____

City: CENTENNIAL State: CO Zip: 80112 + 4222

Contact Person: Joe Taglieri

Phone: (720) 377-0923

Contact Person Email: _____

Field Contact Person: _____

Field Contact Person Phone: (_____) _____

API No. 15- 15-037-01714-00-00

Spot Description: _____

NE SE NW Sec. 28 Twp. 28 S. R. 22 ☒ E ☐ W

3402 feet from ☐ N / ☒ S Line of Section

3174 feet from ☒ E / ☐ W Line of Section

GPS Location: Lat: _____, Long: _____
(e.g. xx.xxxxx) (e.g. -xxx.xxxxx)

Datum: ☐ NAD27 ☐ NAD83 ☐ WGS84

County: Crawford Elevation: _____ ☐ GL ☐ KB

Lease Name: GUY Well #: 23

Well Type: (check one) ☐ Oil ☐ Gas ☐ OG ☐ WSW ☐ Other: _____

☐ SWD Permit #: _____ ☒ ENHR Permit #: NA

☐ Gas Storage Permit #: _____

Spud Date: _____ Date Shut-In: 1/1/2013

	Conductor	Surface	Production	Intermediate	Liner	Tubing
Size	NA	NA	2	NA	NA	NA
Setting Depth			350			
Amount of Cement			60			
Top of Cement			0			
Bottom of Cement			350			

Casing Fluid Level from Surface: 50 How Determined? Weighted String Date: 9/18/2020

Casing Squeeze(s): _____ to _____ w / _____ sacks of cement, _____ to _____ w / _____ sacks of cement. Date: _____
(top) (bottom) (top) (bottom)

Do you have a valid Oil & Gas Lease? ☒ Yes ☐ No

Depth and Type: ☐ Junk in Hole at _____ ☐ Tools in Hole at _____ Casing Leaks: ☐ Yes ☐ No Depth of casing leak(s): _____
(depth) (depth)

Type Completion: ☐ ALT. I ☒ ALT. II Depth of: ☐ DV Tool: _____ w / _____ sacks of cement ☐ Port Collar: _____ w / _____ sack of cement
(depth) (depth)

Packer Type: _____ Size: _____ Inch Set at: _____ Feet

Total Depth: 350 Plug Back Depth: _____ Plug Back Method: _____

Geological Date:

Formation Name **Formation Top** **Formation Base** **Completion Information**

1. _____ At: _____ to _____ Feet Perforation Interval 365 to 381 Feet or Open Hole Interval _____ to _____ Feet


2. _____ At: _____ to _____ Feet Perforation Interval _____ to _____ Feet or Open Hole Interval _____ to _____ Feet

UNDER PENALTY OF PERJURY I HEREBY ATTEST THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Submitted Electronically

Do NOT Write in This Space - KCC USE ONLY	Date Tested: _____	Results: _____	Date Plugged: _____	Date Repaired: _____	Date Put Back in Service: _____
	Review Completed by: <u>Alan Dunning E.C.R.S.</u> Comments: _____				
TA Approved: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Denied Date: <u>10/28/2020</u>					

Mail to the Appropriate KCC Conservation Office:

	KCC District Office #1 - 210 E. Frontview, Suite A, Dodge City, KS 67801	Phone 620.682.7933
	KCC District Office #2 - 3450 N. Rock Road, Building 600, Suite 601, Wichita, KS 67226	Phone 316.337.7400
	KCC District Office #3 - 137 E. 21st St., Chanute, KS 66720	Phone 620.902.6450
	KCC District Office #4 - 2301 E. 13th Street, Hays, KS 67601-2651	Phone 785.261.6250

October 28, 2020

Joe Taglieri
Running Foxes Petroleum Inc.
14550 E EASTER AVE STE 200
CENTENNIAL, CO 80112-4222

Re: Temporary Abandonment
API 15-037-01714-00-00
GUY 23
NW/4 Sec.28-28S-22E
Crawford County, Kansas

Dear Joe Taglieri:

"Your temporary abandonment (TA) application for the well listed above has been approved. In accordance with K.A.R. 82-3-111 the TA status of this well will expire 10/28/2021.

- * If you return this well to service or plug it, please notify the District Office.
- * If you sell this well you are required to file a Transfer of Operator form, T-1.
- * If the well will remain temporarily abandoned, you must submit a new TA application, CP-111, before 10/28/2021.

You may contact me at the number above if you have questions.

Very truly yours,

Alan Dunning E.C.R.S."

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the matter of a Compliance Agreement) Docket No.: 21-CONS-3017-CMSC
between Running Foxes Petroleum, Inc.)
(Operator) and Commission Staff regarding) CONSERVATION DIVISION
bringing 27 wells into compliance with)
K.A.R. 82-3-111.) License No.: 33397

MOTION TO AMEND COMPLIANCE AGREEMENT

The Staff of the Kansas Corporation Commission (Staff and Commission, respectively) moves the Commission to approve the Updated Compliance Agreement attached to this motion.

In support of its motion, Staff states the following:

1. On July 21, 2020, the Commission approved a Compliance Agreement (Agreement) between Staff and Operator. As part of the Agreement Operator was required to bring 27 wells into compliance with K.A.R. 82-3-111 at a rate of three wells per quarter with the first quarterly deadline being September 30, 2020. This would result in all of the wells being returned to compliance by September 30, 2022.

2. Between November 19, 2020, and December 24, 2024, Staff filed multiple Status Updates and the Commission issued multiple Orders which added a total of 62 wells to the Agreement. This brought the total number of wells to be brought into compliance with K.A.R. 82-3-111 to 89 wells. These additions also extended the final deadline of the Agreement to December 31, 2027. To date, Operator has returned 57 wells to compliance with K.A.R. 82-3-111 and is currently in compliance with the terms of the Agreement.

3. Paragraph 9 of the Agreement states that once the Agreement has been in effect for two years, Staff may reopen negotiation with Operator about the terms of this Agreement at any time, upon giving Operator written notice of Staff's intent to do so. Based on that provision,

Staff reopened negotiations regarding the terms of the Agreement and have executed an updated Compliance Agreement (Updated Agreement), which is attached to this motion as **Exhibit A**.

4. The Updated Agreement requires Operator to bring 85 wells into compliance with K.A.R. 82-3-111. The Updated Agreement requires Operator to bring one well into compliance with K.A.R. 82-3-111 by September 30, 2025, and an additional four wells per quarter thereafter, resulting in all 85 wells being brought into compliance by December 31, 2030. The list of wells included in the Updated Agreement includes the remaining wells out of compliance with the Agreement and additional wells that were found to be out of compliance with K.A.R. 82-3-111 which Staff and Operator agreed to include in the Updated Agreement.

5. The Updated Agreement is beneficial to both Operator and Staff. The Updated Agreement includes additional wells under Operator's license which are out of compliance with the Commission's regulations. The Updated Agreement increases the number of wells to be brought into compliance each quarter and provides additional flexibility regarding the wells that are included as part of the agreement.

WHEREFORE, for the reasons set forth above, Staff requests the Commission approve the Updated Agreement in this docket. The Updated Agreement is an updated version of the Agreement which was signed in 2020, and Staff believes it provides a fair and efficient resolution of the issues included as part of the Agreement.

Respectfully submitted,

/s/ Kelcey A. Marsh
Kelcey A. Marsh, #28300
Litigation Counsel | Kansas Corporation Commission
266 N. Main, Suite 220 | Wichita, Kansas 67202
Phone: 316-337-6200 | Email: kelcey.marsh@ks.gov

COMPLIANCE AGREEMENT

This Agreement is between Running Foxes Petroleum, Inc. (Operator) (License #33397) and Kansas Corporation Commission Staff (Staff). If the Kansas Corporation Commission (Commission) does not approve this Agreement by a signed order of the Commission, this Agreement shall not be binding on either party.

A. Background

1. Operator is responsible for the 85 wells (Subject Wells) on the attached list. All of the Subject Wells are out of compliance with K.A.R. 82-3-111. Operator has asked for an agreement to avoid penalties while Operator works to plug the Subject Wells, return them to service, or repair and obtain temporary abandonment (TA) status for such Subject Wells if eligible. Staff is supportive of an agreement to this effect with the Operator.

B. Terms of Compliance Agreement

2. By September 30, 2025 Operator shall plug, return to service, or repair and obtain TA status for one of the Subject Wells. Operator shall plug, return to service, or repair and obtain TA status for an additional four Subject Wells within each three calendar months thereafter, resulting in all Subject Wells being returned to compliance by December 31, 2030. Obtaining TA status shall include application for, and Commission approval of, an exception to the 10-year limit on TA status if applicable. Staff may prioritize the order in which the Subject Wells are addressed pursuant to this Agreement by indicating priority on the attached list and may adjust the prioritization at any time during this Agreement should a Subject Well or Wells become known to Staff to have a heightened pollution or public safety threat. Operator shall notify Staff in writing of all Subject Wells returned to service during each three-calendar-month period throughout the term of this Agreement.
3. Operator may request an extension of time to achieve compliance for up to 30 days from an applicable deadline established under this Agreement upon good cause shown. Staff will grant or deny such request. If granted, Staff shall cause a status update to be filed in the docket created for this matter, stating what deadline has been extended. No further extensions of the extended deadline are permitted. If denied, and Operator is out of compliance with this Agreement, or if Operator is out of compliance with this Agreement for any reason, Staff shall immediately send a Notice of License Suspension to Operator, which shall suspend the Operator's license and become effective 10 days from the date of the Notice of License Suspension. Operator's license shall remain suspended until Operator is in compliance with the compliance schedule, including any modifications contained in any status update. If Staff finds that Operator is conducting oil and gas operations after 10 days from the date of a Notice of License Suspension, and Operator's license remains suspended, Staff is authorized to seal all of Operator's oil and gas operations and may seek assessment of a penalty from the Commission.
4. The terms of this Agreement shall remain binding upon Operator even if its interests in the Subject Wells are conveyed. Specifically, Operator shall remain responsible for any Subject Well transferred to another operator which has not been returned to compliance in accordance with this Agreement. However, any Subject Well transferred and then brought into compliance with K.A.R. 82-3-111 shall no longer be the responsibility of

Operator under this Agreement, and shall count towards Operator meeting its compliance obligations under this Agreement.

5. Except as provided by and under this Agreement, Staff will not pursue Operator for any violation of K.A.R. 82-3-111 for the Subject Wells prior to September 30, 2030, except for wells brought into compliance after Commission approval of this Agreement that subsequently fall out of compliance and remain Operator's responsibility under Operator's license.
6. This Agreement may be amended to add additional wells with the written consent of the District Supervisor. If this Agreement is amended, then Staff shall file a status update in the Commission docket created for this matter, also indicating that Operator is not opposed to the addition of the wells. The addition of wells may not change the number of wells to be brought into compliance each calendar quarter, but may extend the final compliance deadline. Any changes to a previously approved timeline will be included in the status update.
7. Operator may bring more than four wells into compliance during any three calendar month term. The excess number of wells brought into compliance will be attributed to the subsequent three-month compliance period.
8. Seven of the Subject Wells to be brought into compliance hereunder are currently authorized for injection. Upon Commission approval of this Agreement, Staff shall revoke Operator's injection authorization for such Subject Wells that are to be plugged. These Subject Wells are highlighted in yellow on the attached list, and have an "x" marked in the far right column.
9. After this Agreement has been in effect for two years, Staff may reopen negotiation with Operator about the terms of this Agreement at any time, upon giving Operator written notice of Staff's intent to do so. If Staff and Operator are unable to agree to new terms, and to submit those terms within 90 days of Staff's written notice, to the Commission for its consideration and possible approval, then this Agreement shall be terminated upon Staff's filing a statement to that effect in the Commission docket for this matter.

Commission Staff

By: 

Printed Name: Troy A. Russell

Title: District #3 Supervisor, P.G.

Date: 4/8/2025

Operator & License #

RUNNING FOXES PETROLEUM, INC (33397)

By: 

Printed Name: Steven A. J. Brown

Title: CEO

Date: 4/7/2025

Proposed Amemdment To Running Foxes Ordered Agreement_KCC_20-CONS-3017-CMS

WELL NAME API # COUNTY LEGAL DESCRIPTION WELL TYPE QUARTERLY OBJECTIVE

UIC WELLS HIGHLIGHTED IN YELLOW AND MARKED BY "X" SHALL BE BROUGHT INTO COMPLIANCE FIRST.

DICKERSON	15-22 SWD	15001303480000	AL	22	24	21	UIC_SWD	4	X
SCHAFF	15-15 SWD	15011232390000	BB	15	26	23	UIC_SWD	4	X
CARAWAY	1	15103208950001	LV	1	10	22	UIC_SWD	4	X
HEIM C	7	15103206720003	LV	19	8	22	UIC_SWD	4	X
RUNNEBAUM	1-22 SWD	15103213980000	LV	22	9	22	UIC_SWD	4	X
SOUTH HOPPE	1	15103202750001	LV	29	8	22	UIC_SWD	4	X
C HEIM	2-19 INJ2	15103213830000	LV	19	8	22	UIC_EOR	4	X

AFTER THE PRIORITIZED UIC WELLS HIGHLIGHTED IN YELLOW ABOVE HAVE BEEN ADDRESSED THE REMAINING NON UIC WELLS MAY BE ADDRESSED BY THE OPERATOR IN THE MOST EFFICIENT MANNER FOR THEIR OPERATIONS UNLESS STAFF OBTAINS INFORMATION INDICATING A HIGHER PRIORITY ENVIRONMENTAL IMPACT NEEDS ADDRESSED SOONER.

DICKERSON	10-22B	15001301220000	AL	22	24	21	OIL	4	
DICKERSON	10-22B-1	15001303600000	AL	22	24	21	OIL	4	

DICKERSON	10-22B-2	15001303610000	AL		22	24	21	OIL	
DICKERSON	10-22B-3	15001303620000	AL		22	24	21	OIL	4
DICKERSON	10-22B-4	15001303630000	AL		22	24	21	OIL	4
DICKERSON	10-22C-2	15001303640000	AL		22	24	21	OIL	4
DICKERSON	10-22C-3	15001303650000	AL		22	24	21	OIL	4
DICKERSON	16-22D	15001301310000	AL		22	24	21	OIL	4
JACK JOHNSON	1	15011215480000	BB		33	23	25	OIL	4
JACK JOHNSON	2	15011215610000	BB		33	23	25	OIL	4
JACK JOHNSON	3	15011215890000	BB		32	23	25	OIL	4
JACK JOHNSON	6	15011216120000	BB		32	23	25	OIL	4
MCCLINTICK	3	15-037-19384-00-00	CR	NENENWSW	28	28	22	OIL	4
B EMMERSON	1-03	15011229520000	BB		26	24	25	GAS	4

B EMMERSON	12-25	15011230170000	BB	25	24	25	GAS
B EMMERSON	5-25	15011230150000	BB	25	24	25	GAS
EMMERSON FARMS	6-22	15011230130000	BB	22	24	25	GAS
HILL	1-03	15011229530000	BB	23	24	25	GAS
HILL	2-03	15011229580000	BB	23	24	25	GAS
MEECH TRUST	35-21	15011230190000	BB	35	23	23	GAS
WADE	16-30	15011233240000	BB	30	24	24	GAS
BANNON LAND CATTLE	5-15	15049224080000	EK	15	30	8	GAS
C HEIM	11	15103208190000	LV	30	8	22	GAS
C HEIM	12	15103208920000	LV	30	8	22	GAS
C HEIM	13	15103210950000	LV	30	8	22	GAS
C HEIM	5	15103204500000	LV	19	8	22	GAS
C HEIM	6	15103205990000	LV	19	8	22	GAS

C HEIM	8	15103206730000	LV	19	8	22	GAS
C HEIM	9	15103207160000	LV	19	8	22	GAS
CARAWAY	2	15103209560000	LV	1	10	22	GAS
CECILIA SCHNEIDER	1	15103206760000	LV	23	9	22	GAS
DAVIS UNIT	1	15103210050000	LV	14	9	22	GAS
DOCKENDORFF	3	15103209570000	LV	1	10	22	GAS
GRUENDEL	1	15103209130000	LV	12	10	22	GAS
GRUENDEL	2	15103209360000	LV	12	10	22	GAS
GRUENDEL	3	15103210910000	LV	12	10	22	GAS
HEIM C	1-31	15103203140000	LV	31	8	22	GAS
HEIM C	14	15103210960000	LV	24	8	21	GAS
HILL-KIMBALL UNIT	1	15103211650000	LV	12	10	22	GAS
HOPPE	3	15103204410001	LV	29	8	22	GAS
J HEIM	4	15103208170000	LV	20	8	22	GAS

J HEIM	5	15103208910000	LV		20	8	22	GAS
JOHNSON	1	15103204680000	LV		14	9	22	GAS
JOURNEY	1	15103208290000	LV		14	9	22	GAS
KRAFT	1	15103208300000	LV		11	10	22	GAS
KRAFT	3	15103208320000	LV		2	10	22	GAS
KRAFT	4	15103208390000	LV		2	10	22	GAS
LAMBORN	3	15103206960000	LV		23	9	22	GAS
OLBERDING	1	15-103-20473-00-00	LV	SWNENW	8	9	22	GAS
RUNNEBAUM	E-1	15103205430002	LV		23	9	22	GAS
RUNNEBAUM	E-2	15103206080000	LV		23	9	22	GAS
RUNNEBAUM	E-3	15103207180000	LV		23	9	22	GAS
RUNNEBAUM	E-4	15103207190000	LV		23	9	22	GAS
RUNNEBAUM	E-5	15103211420000	LV		23	9	22	GAS
RUNNEBAUM	W-1	15103203610000	LV		22	9	22	GAS

RUNNEBAUM W-3	15103207250000	LV		22	9	22	GAS	4
RYAN 3	15103206700000	LV		33	8	22	GAS	4
S. HOPPE 4	15103203660000	LV		29	8	22	GAS	4
SEUSER 1	15103206950000	LV		23	9	22	GAS	4
STUCKEY 2-1	15103209860000	LV		29	9	23	GAS	4
STUCKEY 2-2	15-103-21045-00-00	LV	NWNWSW	29	9	23	GAS	4
THEIS 1-1	15103203150000	LV		19	8	22	GAS	4
ZOCH 1	15103208050000	LV		13	9	22	GAS	4
QUINN BILL 1	15133252590000	NO		2	27	17	GAS	4
BRAUN 1-34	15011229800000	BB		34	24	24	CM	4
MARTIN TRUST 14-14	15011230520000	BB		14	26	23	CM	4
STEWART 6-34 CBM	15011234410000	BB		34	23	22	CM	4

WELL NAME	API #	COUNTY	LEGAL DESCRIPTION	WELL TYPE	QUARTERLY OBJECTIVE
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DUNLOP	1-12	15-011-23853-00-00	BB	NENE	12	24	22	OIL	4
W B SELL	1	15-011-20027-00-00	BB	SESWNWSE	33	23	25	OIL	4
GUY	25	15-037-01708-00-00	CR	SWSENW	28	28	22	OIL	4
GUY	8	15-037-19395-00-00	CR	SESENW	28	28	22	OIL	4
MCCLINTICK	8	15-037-19387-00-00	CR	NWNWNES	28	28	22	OIL	4
SNOW	11-5D-3	15-107-24439-00-00	LN	SENESEW	5	22	25	OIL	4
SNOW	14-5A-1	15-107-24468-00-00	LN	NESESEW	5	22	25	OIL	4
LIN-LEA	7-12	15-107-24541-00-00	LN	SWNE	12	23	23	GAS	4
HOPPE	2	15-103-20388-00-00	LV	SWSENW	29	8	22	GAS	4
HOPPE	4	15-103-20457-00-00	LV	E2SWNW	29	8	22	GAS	4

S. HOPPE 3

15-103-20360-00-00

LV

S2N2SW

29

8

22

GAS

Exhibit A
4

**Proposed Well Inventory For Amended
Agreement**

85

CERTIFICATE OF SERVICE

21-CONS-3017-CMSC

I, the undersigned, certify that a true and correct copy of the attached Motion has been served to the following by means of first class mail and electronic service on April 21, 2025.

RYAN DULING
KANSAS CORPORATION COMMISSION
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137 E. 21ST STREET
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STEVEN A. TEDESCO
RUNNING FOXES PETROLEUM INC.
14550 E EASTER AVE STE 200
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steventedesco@runningfoxes.com

/s/ Paula J. Murray
Paula J. Murray

**THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

Before Commissioners: Andrew J. French, Chairperson
 Dwight D. Keen
 Annie Kuether

In the matter of a Compliance Agreement between) Docket No: 21-CONS-3017-CMSC
Running Foxes Petroleum, Inc. (Operator) and)
Commission Staff regarding bringing 27 wells) CONSERVATION DIVISION
into compliance with K.A.R. 82-3-111.)
_____) License No: 33397

**ORDER GRANTING MOTION
TO AMEND COMPLIANCE AGREEMENT**

The Commission rules as follows:

1. On July 21, 2020, the Commission approved a Compliance Agreement wherein Operator was to bring 27 wells into compliance with K.A.R. 82-3-111, at a rate of three wells every three months, with all wells in compliance by September 30, 2022.¹ Since then, 62 additional wells have been added to the agreement, and the final deadline has been extended to December 2027.²
2. Operator is presently in compliance with the agreement; 57 wells have been returned to compliance – meaning 32 wells remain to be addressed.³
3. On April 21, 2025, pursuant to the agreement, Commission Staff motioned for approval of an amended agreement. The amended agreement includes the 32 wells remaining to be addressed, and adds an additional 53 wells, for a total of 85 wells. Under the amended agreement, Operator is to bring one well into compliance by September 30, 2025, and four additional wells into compliance every calendar quarter thereafter, resulting in a final deadline of December 31, 2030.⁴

¹ See Order Approving Compliance Agreement (Jul. 21, 2020).

² See Motion to Amend Compliance Agreement (Apr. 21, 2025).

³ See *id.*

⁴ See *id.*

4. Staff states the amended agreement is beneficial to both Operator and Staff;⁵ the Commission finds the amended agreement to be reasonable.

THEREFORE, THE COMMISSION ORDERS:

- A. Staff's Motion to Amend Compliance Agreement is granted.
- B. The amended Compliance Agreement is approved and incorporated into this Order.

BY THE COMMISSION IT IS SO ORDERED.

French, Chairperson; Keen, Commissioner; Kuether, Commissioner

Dated: 04/29/2025



Celeste Chaney-Tucker
Executive Director

Mailed Date: 04/29/2025

JRM

⁵ Id at ¶ 5.

CERTIFICATE OF SERVICE

21-CONS-3017-CMSC

I, the undersigned, certify that a true copy of the attached Order has been served to the following by means of first class mail and electronic service on 04/29/2025.

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STEVEN A. TEDESCO
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/S/ KCC Docket Room

KCC Docket Room

CERTIFICATE OF SERVICE

25-CONS-3324-CMSC

I, the undersigned, certify that a true and correct copy of the attached Testimony has been served to the following by means of electronic service on August 15, 2025.

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/s/ Sara Graves

Sara Graves