

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

In the Matter of the Application of Darrah Oil	)	Docket No. 25-CONS-3342-CWLE
Company, LLC for a well location exception	)	
for its Drummond 1 Well, to be located in the	)	CONSERVATION DIVISION
S/2 SE/4 of Section 26, Township 33 South,	)	
Range 5 East, Cowley County, Kansas	)	License No. 35615

PROTESTERS' POST-HEARING MOTION

COME NOW, the following Protesters:

James O. Brown and Thomas R. Brown,
Trustees of the Second Restatement of the
George D. Brown Revocable Trust dated
January 14, 2003
11923 252nd Road
Winfield, Kansas 67156

Thomas R. Brown
30427 101st Road
Arkansas City, Kansas 67005

T. Ronny Brown, Trustee of the T. Ronny
Brown Revocable Trust Agreement dated
January 30, 2018
30427 101st Road
Arkansas City, Kansas 67005

James O. Brown, individually, and as
Trustee fo the James O. Brown Revocable
Trust Agreement dated January 30, 2018
11923 252nd Road
Winfield, Kansas 67156

and move the Commission for an order excluding certain testimony and exhibits offered by the
Applicant at the hearing on this matter held October 16, 2025.

At the hearing, Mike Atterbury, Land Manager for the Applicant, Darrah Oil Company, LLC,
testified that the Applicant could not agree to unitization of the Brown and Muret Leases, as
proposed by Protesters and more fully described in prefiled testimony of the witnesses, due to top
leases allegedly granted by the Protesters of land and mineral rights covered by the Brown Lease.
To support his testimony, Mr. Atterbury is believed to have referred to the following documents:

Memorandum of Oil and Gas Leases executed by Protesters for the benefit of VAL Energy, Inc. covering lands in Section 35, Township 33 South, Range 5 East, Cowley County, Kansas, and other lands, recorded in the office of the Register of Deeds, Cowley County, Kansas in Book 1094 at Page 819; and

Oil and Gas Lease dated February 2, 2023 from R & J Resources, LLC, as lessor, to VAL Energy, Inc., as lessee, covering the Southeast Quarter (SE/4) of Section 3, Township 34 South, Range 5 East, Cowley County, Kansas, as to rights below the base of the Mississippian Chert formation, recorded in the office of the Register of Deeds, Cowley County, Kansas in Book 1115 at Page 746.

Protesters request that the foregoing exhibits referred to by Mr. Atterbury in his testimony as “top leases” of land covered by the Brown Lease in the Northeast Quarter (NE/4) of Section 35, Township 33 South, Range 5 East, Cowley County, Kansas be removed from the record of these proceedings as irrelevant and immaterial for the following reasons:

1. The Memorandum of Oil and Gas Leases granted to VAL Energy, Inc. the right to lease lands described therein for oil and gas exploration but did not grant to VAL Energy, Inc. any lease of those rights per se. The Memorandum was amended by VAL Energy, Inc. at the request of Darrah Oil Company, LLC to remove any reference to the Northeast Quarter (NE/4) of Section 35, Township 33 South, Range 5 East pursuant to Release and Disclaimer of Interest executed by VAL Energy, Inc. on February 10, 2025 and recorded in the office of the Register of Deeds, Cowley County, Kansas in Book 1151 at Page 235. By virtue of its Release, the Memorandum did not constitute a “top lease” or otherwise assert any rights to the subject acreage contrary to those of the Applicant, and should be disregarded by the Commission as evidence of action by the Protesters interfering with Applicant’s rights. Copies of said Memorandum of Oil and Gas Leases and Release and Disclaimer of Interest were offered into evidence and admitted into the record of the hearing on October 16, 2025 as Protesters Exhibits 1 and 2, respectively, and are reproduced herewith.

2. The Oil and Gas Lease dated February 2, 2023 from R & J Resources, LLC to VAL Energy, Inc. covers land in Section 3, Township 34 South, Range 5 East, and thus has no bearing

upon or relevance to the Brown Lease or any other land, mineral rights or leases in this Docket. A copy of said Oil and Gas Lease is appended to this Motion as Protesters Exhibit 5. R & J Resources, LLC, the lessor, has no interest whatsoever in and to the land and mineral rights involved here. And R & J Resources, LLC is thus not named as a Protester herein. Reference is made to Section 35, Township 33 South, Range 5 East in the Addendum attached to this Oil and Gas Lease, but that reference is made in relation to the Memorandum of Oil and Gas Leases which, as indicated, was subsequently released and disclaimed by VAL Energy, Inc. as to Northeast Quarter (NE/4) of Section 35, Township 33 South, Range 5 East. In any event, such reference in the Oil and Gas Lease does not constitute a lease of that acreage, and the land and mineral rights actually subject to this Oil and Gas Lease fall completely outside the scope of the Application and these proceedings. Reference by Applicant's witnesses to this Oil and Gas Lease as evidence of Protesters' interference with rights to the Brown Lease claimed by the Applicant should likewise be disregarded by the Commission.

3. Protesters believe that the Applicant's witness, Mr. Atterbury, characterized these documents as "top leases", not in error, but to mislead the Commission into believing that the Protesters' unitization proposal was unreasonable and offered in bad faith, which it was not. In any event, these documents and the testimony of Mr. Atterbury in relation thereto are entirely irrelevant and immaterial to any of the issues in this proceeding, and should be rejected and excluded from the evidence considered by the Commission.

WHEREFORE, Protesters pray that the Commission exclude the documents referred to herein and the testimony of Mike Atterbury, Landman for Applicant related thereto from the evidence of the hearing on October 16, 2025, and that the Commission grant to Protesters such other and further relief as it may deem just and proper.

Respectfully submitted,

/s/Thomas M. Rhoads

Thomas M. Rhoads (S.C. 10005)
Law Offices of Thomas M. Rhoads LC
200 E. 1st Street, Suite 301
Wichita, Kansas 67202-2114
Telephone: (316) 260-4440
Facsimile: (316) 260-4419
Email: tmrhoads@sbcglobal.net

Attorney for Protesters

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on this 20th day of October, 2025 he caused the above and foregoing Protesters' Post-Hearing Motion to be filed with the Kansas Corporation Commission, Conservation Division electronically, and a copy thereof to be served in the same manner upon the following person at the email address indicated:

Jonathan R. Myers
Assistant General Counsel
Kansas Corporation Commission
266 N. Main Street, Suite 220
Wichita, Kansas 67202-1513
jon.myers@ks.gov

Kelcey Marsh
Litigation Counsel
Kansas Corporation Commission
266 N. Main Street, Suite 220
Wichita, Kansas 67202-1513
kelcey.marsh@ks.gov

Jonathan A. Schlatter
Morris Laing Law Firm
300 N. Mead, Suite 200
Wichita, Kansas 67202-2745
jschlatter@morrislaing.com

Attorney for Applicant,
Darrah Oil Company, LLC

/s/Thomas M. Rhoads

Thomas M. Rhoads

Book: 1094 Page: 819-823

Receipt #: 73756

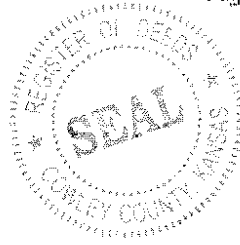
Total Fees: \$89.00

Pages Recorded: 5

Date Recorded: 1/20/2022 9:49:38 AM

\$89.00 ENV

VAL Energy, Inc
125 N Market, Ste 110
Wichita, KS 67202



Direct _____
Index _____
Compared _____

MEMORANDUM OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That,

PROTESTERS EXHIBIT 1

The following persons, as Lessors:

Thomas Ronnie Brown, a single person;
James O. Brown and T. Ronnie Brown, Trustees of the T. Ronnie Brown Revocable Trust;
Donna Elaine Fleming, a single person;
T. Ronnie Brown and James O. Brown, Trustees of the George D. Brown Revocable Trust; and
James O. Brown and Pattie A. Brown, Trustees of the James O. Brown Revocable Trust

have made and entered into, or agreed to make and enter into, Oil and Gas Leases to VAL Energy, Inc., as Lessee and operator, together covering the following-described Subject Land and oil, gas and mineral rights associated therewith, insofar and only insofar as such rights exist below the base of the Mississippian Chert formation, situated in Cowley County, Kansas:

Sections 34, 35 and the West Half of the West Half (W/2 W/2) and the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section 36, in Township 33 South, Range 5 East

✓ Lots 2, 3, 4 and the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) of Section 1, Lots 1, 2, 3 and 4, and the South Half of the North Half (S/2 N/2), also described as the North Half (N/2) of Section 2, and the Lots 1, 2, 3 and 4 and the South Half of the North Half (S/2 N/2), also described as the North Half (N/2), the Southeast Quarter (SE/4) and the East Half of the Southwest Quarter (E/2 SW/4) of Section 3, in Township 34 South, Range 5 East.

Said Oil and Gas Leases grant to Lessee the exclusive right to explore, by geophysical or other means, prospect, drill, mine, operate for and produce oil, liquid hydrocarbons, all gases, and their respective constituent products, inject gas, water and other fluids and air into subsurface strata, laying pipelines, storing oil, installing tanks, power stations, and other structures and things upon the Subject Land, and to produce, save, take care of, treat, manufacture, store and transport oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured or derived therefrom for a term of five (5) years from the effective date of Jan 13, 2022

and as long thereafter as Lessee shall fulfill the test well drilling obligations therein and hereinafter set forth, and upon completion of said drilling and development obligations, so long thereafter as oil, liquid hydrocarbons, gas or other constituent products, or any of them, is produced from the Subject Land, or the premises are being developed or operated by Lessee or its assigns.

Said Oil and Gas Leases are further subject to the following terms and conditions:

1. Lessee shall have the right to drill, or cause to be drilled, test wells for the exploration and production of oil, gas and other minerals at locations of its choice upon the Subject Land, and for each well drilled, Lessee shall have the right to conduct additional test well drilling and development operations.

2. Lessee shall initially be required to drill four (4) test wells on the Subject Land during the first year following its acquisition of all oil, gas and mineral rights for the leases to be drilled and its approval of title to the same. Thereafter, Lessee shall be required to drill no fewer than two (2) wells per year upon the Subject Land, subject to its ability to lease all oil, gas and mineral rights and its approval of title to the same. Each subsequent test well drilled by Lessee upon the Subject Land, whether completed as a producer of oil, gas or other minerals, plugged and abandoned as a dry hole, or completed for salt water injection and disposal, shall, at a minimum, extend the terms of each of the subject Oil and Gas Leases for a period of one (1) year from and after its completion, regardless of the location of the well or actual amount of time that transpires between the drilling of wells. Any well drilled which is capable of producing oil, gas and other minerals in commercial quantities shall further extend the term of the Oil and Gas Lease on which such well is drilled for so long thereafter as production continues, or the premises are being developed or operated, as to a maximum one hundred sixty (160) acre drilling and production unit surrounding such well to be designated by Lessee. Wells completed for salt water injection and disposal shall be authorized to inject and dispose of salt water produced from any well drilled and operated by Lessee upon any Oil and Gas Lease of the Subject Land at no charge to Lessee.

3. As each test well is drilled by Lessee and completed as a producer of oil, gas and other minerals, completed for salt water injection and disposal, or plugged or abandoned as a dry hole, the subject Oil and Gas Lease shall be recorded in the office of the Cowley County, Kansas Register of Deeds followed by affidavits recorded pursuant to K.S.A. 55-205 attesting to Lessee's fulfillment of its drilling and development obligations under all Oil and Gas Leases and its right to continue exploration and development of the same, and/or attesting to production of oil, gas or other minerals from the Oil and Gas Lease on which such well was drilled and designating the drilling and production unit to be held thereby, if such be the case.

4. Notice is hereby given of the subject Oil and Gas Leases of the lands and oil, gas and mineral rights herein described to be recorded, reference to which is made for all purposes, including further description of the terms, covenants, conditions and provisions of each lease.

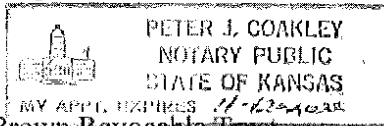
IN WITNESS WHEREOF, this Memorandum of Oil and Gas Leases has been executed by the above-named Lessors as of the date of acknowledgment by each below.

Thomas Ronnie Brown
Thomas Ronnie Brown

STATE OF KANSAS)
) SS.
COUNTY OF COWLEY)

The foregoing instrument was executed and acknowledged before me this 13th day of January, 2022 by Thomas Ronnie Brown, a single person, for the uses and purposes therein set forth.

My commission expires: November 12, 2022



The T. Ronnie Brown Revocable Trust

Peter J. Coakley
Peter J. Coakley Notary Public

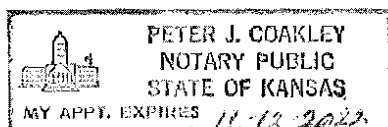
James O. Brown
James O. Brown, Trustee

T. Ronnie Brown
T. Ronnie Brown, Trustee

STATE OF KANSAS)
) SS.
COUNTY OF COWLEY)

The foregoing instrument was executed and acknowledged before me this 13th day of January, 2022 by James O. Brown and T. Ronnie Brown, Trustees of the T. Ronnie Brown Revocable Trust, for the uses and purposes therein set forth.

My commission expires: November 12, 2022



Peter J. Coakley
Peter J. Coakley Notary Public

Donna Elaine Fleming
Donna Elaine Fleming

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

The foregoing instrument was executed and acknowledged before me this 19 day of January, 2022 by Donna Elaine Fleming, a single person, for the uses and purposes therein set forth.

My commission expires: September
16, 2025

Stacy Bridgeman
Stacy Bridgeman Notary Public

STACY BRIDGEMAN
Notary Public - State of Oklahoma
Commission Number 21012237
My Commission Expires Sep 16, 2025

The George D. Brown Revocable Trust

T. Ronnie Brown

T. Ronnie Brown, Trustee

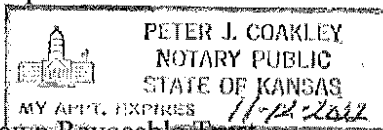
James O. Brown

James O. Brown, Trustee

STATE OF KANSAS)
) SS.
COUNTY OF COWLEY)

The foregoing instrument was executed and acknowledged before me this 13th day of January, 2022 by T. Ronnie Brown and James O. Brown, Trustees of the George D. Brown Revocable Trust, for the uses and purposes therein set forth.

My commission expires: November 12, 2022



The James O. Brown Revocable Trust

Peter J. Coakley

Peter J. Coakley Notary Public

James O. Brown

James O. Brown, Trustee

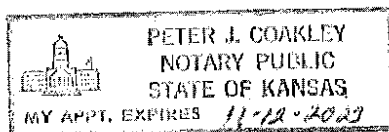
Pattie A. Brown TRUSTEE

Pattie A. Brown, Trustee

STATE OF KANSAS)
) SS.
COUNTY OF COWLEY)

The foregoing instrument was executed and acknowledged before me this 13th day of January, 2022 by James O. Brown and Pattie A. Brown, Trustees of the James O. Brown Revocable Trust, for the uses and purposes therein set forth.

My commission expires: November 12, 2022



Peter J. Coakley

Peter J. Coakley Notary Public

VAL ENERGY, INC
125 N MARKET, STE 1110
WICHITA, KS 67202

\$ 38.00

Enl
8625 E 37th S + c 104



Cowley County, KS
Register of Deeds
Toni A. Long

Book: 1151 Page: 235-236

Receipt #: 83459

Total Fees: \$38.00

Pages Recorded: 2

Date Recorded: 2/12/2025 9:55:29 AM

Direct ☒
Index ☒
Compared ☒

RELEASE AND DISCLAIMER OF INTEREST

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, the following persons, as Lessors:

PRO0TESTERS EXHIBIT 2

Thomas Ronnie Brown, a single person;
James O. Brown and T. Ronnie Brown, Trustees of the T. Ronnie Brown
Revocable Trust;
Donna Elaine Fleming, a single person;
T. Ronnie Brown and James O. Brown, Trustees of the George D. Brown
Revocable Trust; and
James O. Brown and Pattie A. Brown, Trustees of the James O. Brown
Revocable Trust

have heretofore made and entered into, or agreed to make and enter into, Oil and Gas Leases to VAL Energy, Inc., as Lessee and operator, of lands situated in Cowley County, Kansas and oil, gas and mineral rights associated therewith, insofar and only insofar as such rights exist below the base of the Mississippian Chert formation, including the following:

The Northeast Quarter (NE/4) of Section 35, Township 33 South, Range 5 East

hereinafter referred to as the "Subject Land", as evidenced by Memorandum of Oil and Gas Leases executed by the above-described Lessors and recorded in the office of the Register of Deeds, Cowley County, Kansas in Book 1094 at Page 819; and

WHEREAS, VAL Energy, Inc. desires to release and exclude from the aforementioned Memorandum of Oil and Gas Leases the Subject Land herein described as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing, VAL Energy, Inc. does hereby release, disclaim, disavow and exclude from the Memorandum of Oil and Gas Leases herein described any interest whatsoever in and to the oil, gas and mineral rights associated with the following-described land situated in Cowley County, Kansas:

The Northeast Quarter (NE/4) of Section 35, Township 33 South, Range 5 East

insofar and only insofar as such rights exist below the base of the Mississippian Chert formation.

Except as otherwise modified hereby, said Memorandum of Oil and Gas Leases shall be and remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, Val Energy, Inc. has executed this Release and Disclaimer of Interest this 10th day of February, 2025.

VAL ENERGY, INC.

By: K. Todd Allam
K. Todd Allam, President

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

Before me, the undersigned notary public, on this 10th of February, 2025, personally appeared K. Todd Allam, President of VAL Energy, Inc. a Kansas corporation, who acknowledged his execution of the foregoing instrument for himself and said corporation for the uses and purposes therein set forth.

My commission expires:



Brandi Wyer Notary Public

VAL ENERGY, INC
125 N MARKET, STE 1110
WICHITA, KS 67202
② \$ 89.00 En ✓

REGISTER OF DEEDS
SEAL
COWLEY COUNTY KANSAS

Cowley County, KS
Register of Deeds
Toni A. Long
Book: 1115 Page: 746-750
Receipt #: 77231
Pages Recorded: 5
Data Recorded: 2/8/2023 10:09:07 AM
Total Fees: \$89.00

Direct ✓
Index ✓
Compared ✓

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 2nd day of February 20 23

by and between R & J Resources, LLC

whose mailing address is 11923 252nd Road, Winfield, Kansas 67156 hereinafter called Lessor (whether one or more),

and VAL Energy Inc., 125 N. Market, Suite 1110 Wichita, Kansas 67202 hereinafter called Lessee:

Lessor, in consideration of Ten and More-----Dollars (\$ 10.00 and more) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described Land, together with any reversionary rights and after-acquired interest, therein situated in County Of Cowley State of Kansas described as follows to-wit:

Township 34 South, Range 5 East:
Section 3: The Southeast Quarter (SE/4)
Insofar as the herein described tract covers rights below the base of the Mississippian Chert formation.

of Section XXXX Township XXXXX Range XXXXX and containing 160 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of Five (5) years (called "primary term") and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, Or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil produced on said land for lessee's operation thereon, except water from the wells of lessor.

Lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for all damages caused by lessee's operations on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, from the date said land was acquired, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee or its assigns, agrees to pay for any and all damages caused by its operations on the above-described land and Lessee further agrees to consult with Lessor as to routes of ingress and egress and in the event, production is established under the terms and conditions of this lease, Lessee shall consult with Lessor as to the location of any production equipment associated with the production thereon

~~Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 320 acres each in the event of a gas well Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not in lieu of the royalties elsewhere herein specified, Lessee shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.~~

SEE ATTACHED ADDEMDUM TO OIL AND GAS LEASE FOB

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

R & J Resources, LLC

By: James O. Brown
James O. Brown, Managing Member

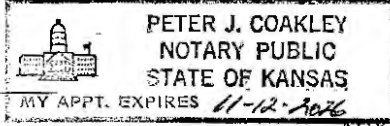
STATE OF Kansas

COUNTY OF Cowley

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 2nd day of February, 2023 by _____

James O. Brown, Managing Member

My commission expires: November 12, 2026

Peter J. Coakley Notary Public

STATE OF _____

COUNTY OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this _____ day of _____ 20_____

By _____ and _____

My commission expires: _____

Notary Public

STATE OF _____

COUNTY OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this _____ day of _____ 20_____

By _____ and _____

My commission expires: _____

Notary Public

OIL AND GAS LEASE

STATE OF

This instrument was filed for

and duly recorded

the record of this offi

Register or Deeds,

When recorded, return to

ADDENDUM TO OIL AND GAS LEASE

Addendum attached to and made a part of the Oil and Gas Lease from one or more of the following persons, as Lessor:

Thomas Ronnie Brown, a single person;
James O. Brown and T. Ronnie Brown, Trustees of the T. Ronnie Brown Revocable Trust;
Donna Elaine Fleming, a single person;
T. Ronnie Brown and James O. Brown, Trustees of the George D. Brown Revocable Trust; and
James O. Brown and Pattie A. Brown, Trustees of the James O. Brown Revocable Trust

to VAL Energy, Inc., as Lessee

The Oil and Gas Lease to which this Addendum is attached or made a part (the Lease) shall be subject to and include the following terms and provisions which shall prevail in the event conflicting provisions are contained in the Lease:

1. This Lease is one of a group or series of Oil and Gas Leases from one or more of the Lessors above-named to Lessee, collectively covering land and oil, gas and mineral rights below the base of the Mississippian Chert formation situated in Cowley County, Kansas described as follows:

Sections 34, 35 and the West Half of the West Half (W/2 W/2) and the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section 36, in Township 33 South, Range 5 East

Lots 2, 3, 4 and the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) of Section 1, Lots 1, 2, 3 and 4, and the South Half of the North Half (S/2 N/2), also described as the North Half (N/2) of Section 2, and the Lots 1, 2, 3 and 4 and the South Half of the North Half (S/2 N/2), also described as the North Half (N/2), the Southeast Quarter (SE/4) and the East Half of the Southwest Quarter (E/2 SW/4) of Section 3, in Township 34 South, Range 5 East.

(The Subject Land). Each Oil and Gas Lease, including the Lease to which this Addendum is attached and made a part, shall be subject to the additional terms and provisions set forth herein.

2. Lessee shall have the right, to drill or cause to be drilled test wells for the exploration and production of oil, gas and other minerals at locations of its choice upon the Subject Land, and for each well drilled, Lessee shall have the right to conduct additional test well drilling and development operations.

3. Lessee shall initially be required to drill four (4) test wells on the Subject Land during the first year following its acquisition of all oil, gas and mineral rights for the leases to be drilled and its approval of title to the same. Thereafter, Lessee shall be required to drill no fewer than two (2) wells per year upon the Subject Land, subject to its ability to lease all oil, gas and mineral rights and its approval of title to the same. Each subsequent test well drilled by Lessee upon the Subject Land, whether completed as a producer of oil, gas or other minerals, plugged and abandoned as a dry hole, or completed for salt water injection and disposal, shall, at a minimum, extend the terms of each of the subject Oil and Gas Leases for a period of one (1) year from and after its completion, regardless of the location of the well or actual amount of time that transpires between the drilling of wells. Any well drilled which is capable of producing oil, gas and other minerals in commercial quantities shall further extend the term of the Oil and Gas Lease on which such well is drilled for so long thereafter as production continues, or the premises are being developed or operated, as to a maximum one hundred sixty (160) acre drilling and production unit surrounding such well to be designated by Lessee. Wells completed for salt water injection and disposal shall be authorized to inject and dispose of salt water produced from any well drilled and operated by Lessee upon any Oil and Gas Lease of the Subject Land at no charge to Lessee.

4. As each test well is drilled by Lessee and completed as a producer of oil, gas and other minerals, completed for salt water injection and disposal, or plugged or abandoned as a dry hole, Lessee shall record an affidavit pursuant to K.S.A. 55-205 attesting to Lessee's fulfillment of its drilling and development obligations under all Oil and Gas Leases and its right to continue exploration and development of the same, and/or attesting to production of oil, gas or other minerals from the Oil and Gas Lease on which such well was drilled and designating the drilling and production unit to be held thereby, if such be the case.

5. Lessee shall pay for the loss of all crops, grasses, and other damage of any nature whatsoever to the land caused by its production operations hereunder. Prior to the commencement of any well, Lessee shall pay Lessor or Lessor's designee minimum damages in the amount of \$1,000.00 for pasture and \$1,500.00 for crop land per well drilled for one well site of not more than three (3) acres including new lease access road. Lessee shall further pay the sum of \$500.00 per acre or fraction thereof for the use of more than three (3) acres in connection with its well drilling operations. All drilling materials, other than those left by other operators of leases of the Subject Land, shall be removed immediately following the completion of drilling operations.

6. Pipe crossing oilfield/pasture or existing roads shall be buried or covered to a suitable depth. Only steel pipe shall be used and laid on the surface of the ground.

7. All pumping units and tank batteries shall be fenced for the protection of cattle. Lessor will have input on location of wells and tank batteries.

8. All roads used by Lessee for its operations shall be properly maintained by Lessee.

9. Tanks shall be used for reserve or circulation during drilling operations by the drilling contractor, and no pits shall be dug, subject to Lessor's approval by the Kansas Corporation Commission.

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10. Lessor and/or Tenant shall not be held liable for damage to Lessee's production equipment caused by burning of pastures.

11. Lessee shall be prohibited from injecting salt water from sources other than the Subject Land into any well upon the Subject Land for disposal or repressuring without first entering into a separate written agreement with Lessor which provides for the grant of such authority and the payment of additional consideration to Lessor therefor.