From: J. Kahle Becker

To: Kourtney Romine

Cc: Mike Christian; JJ Winters; External - Joy M. Vega; James Thum; James Piotrowski; Mick Thomas; Amy Hardee

Subject: Re: Case No. CC 2023-OGR-001-001

Date: Friday, September 08, 2023 10:16:18 AM

Attachments: Notice of Dismissal Gross LBF.pdf

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Ms. Romine,

Attached for filing in this matter is a Notice of Dismissal filed on behalf of the Gross's and Little Buddy Farm. You can remove us from any further mailings in this matter.

J. Kahle Becker Eagles Center 223 N. 6th Street, # 325, Boise, Idaho 83702

Phone: 208-345-8466 Fax: (208) 906-8663

kahle@kahlebeckerlaw.com http://www.kahlebeckerlaw.com

****CONFIDENTIALITY NOTICE: This email contains confidential information that is protected by the attorney-client and/or work product privilege, and that is exempt from disclosure under applicable law. It is intended only for the use of the individual(s) named as recipients. If you are not the intended recipient of this email, please notify the sender, please do not deliver, distribute or copy this email, or disclose its contents, or take any action in reliance on the information it contains.

From: James Piotrowski <james@idunionlaw.com>

Sent: Wednesday, August 23, 2023 2:36 PM **To:** Kourtney Romine kromine@idl.idaho.gov>

Cc: Mike Christian <mike@hpk.law>; jj.winters@ag.idaho.gov <jj.winters@ag.idaho.gov>; J. Kahle

Becker <kahle@kahlebeckerlaw.com>; Vega, Joy <joy.vega@ag.idaho.gov>

Subject: RE: Case No. CC 2023-OGR-001-001

Ms. Romine,

Please accept this as a "notice of errata." The document I just sent you a few minutes ago had a number of errors in the certificate of service. I have corrected those, and would prefer if you would file THIS version instead of the one previously sent.

James M. Piotrowski Piotrowski Durand, PLLC P.O. Box 2864 Boise, Idaho 83701 Phone: 208-331-9200

From: James Piotrowski

Sent: Wednesday, August 23, 2023 1:32 PM **To:** Kourtney Romine kromine@idl.idaho.gov>

Cc: Mike Christian <mike@hpk.law>; 'Fugate, Kristina' <kristina.fugate@ag.idaho.gov>;

jj.winters@ag.idaho.gov; J. Kahle Becker <kahle@kahlebeckerlaw.com>

Subject: Case No. CC 2023-OGR-001-001

Ms. Romine,

Please find for filing in this matter a witness and exhibit list from the undersigned.

James M. Piotrowski Piotrowski Durand, PLLC P.O. Box 2864 Boise, Idaho 83701

Phone: 208-331-9200

J. KAHLE BECKER (ISB # 7408)

Attorney at Law

223 N. 6th St., Suite 325

Boise, Idaho 83702 Phone: (208) 345-8466 Fax: (208) 906-8663

Email: <u>kahle@kahlebeckerlaw.com</u> Attorney for Objecting Property Owners

Jordan A. and Dana C. Gross and Little Buddy Farm, LLC

BEFORE THE IDAHO OIL AND GAS CONSERVATION COMMISSION

)
In the Matter of the Application of Snake River) Docket No. CC-2023-OGR-O1 -001
Oil and Gas, LLC to Integrate Unleased)
Mineral Interest Owners in the Spacing Unit) NOTICE OF DISMISSAL
Consisting of Section 24, Township 8 North,)
Range 5 West, Boise Meridian, Payette)
County, Idaho	
)

COME NOW, Objecting Property Owners, Jordan A. and Dana C. Gross and Little Buddy Farm, LLC (the Gross's) by and through their attorney of record, J. Kahle Becker, and file their Notice of Dismissal. Jordan A. and Dana C. Gross and Little Buddy Farm, LLC have reached a settlement with the Applicant as reflected in the attached leases. They have also received the attached checks from an entity known as Atlanta Oil Company. Jordan A. and Dana C. Gross and Little Buddy Farm, LLC have no further objections to assert in these proceedings and hereby withdraw as parties thereto. There is no need to send additional filings in this matter to them or their counsel.

DATED this 8th day of September 2023.

By: /s/ J. Kahle Becker

J. KAHLE BECKER

Attorney for Objecting Property Owners

Jordan A. and Dana C. Gross and

Little Buddy Farm LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 8^{th} day of September 2023, a true and correct copy of the foregoing **NOTICE OF DISMISSAL** was served upon opposing counsel as follows:

Snake River Oil & Gas LLC c/o Michael Christian Hardee, Pinol & Kracke PLLC 1487 S. David Lane Boise ID 83705 mike@hpk.law and amy@,hpk.law	US Mail Personal Delivery Facsimile X Email
Idaho Department of Lands Attn: Mick Thomas 300 N. 6th Street, Suite 103 P.O. Box 83720 Boise, ID 83720 e-mail: kromine@idl.idaho.gov and mthomas@idl.idaho.gov	US Mail Personal Delivery Facsimile X Email
Joy Vega Deputy Attorney General PO Box 83720 Boise ID 83720-0010 joy.vega@ag.idaho.gov	US Mail Personal Delivery Facsimile X Email
JJ Winters Deputy Attorney General PO Box 83720 Boise ID 83720-0010 JJ.Winters@ag.idaho.gov	US Mail Personal Delivery Facsimile X Email
James Thum Idaho Department of Lands PO Box 83720 Boise ID 83720-0050 jthum@idl.idaho.gov	US Mail Personal Delivery Facsimile X Email
James Piotrowski Piotrowski Durand, Pllc P.O. Box 2864 Boise,ID 83701 James@idunionlaw.com	US Mail Personal Delivery Facsimile X Email

Idaho Oil and Gas Conservation Commission	
Betty Coppersmith	US Mail
Ray Hinchcliff	Personal Delivery
James Classen	Facsimile
Dustin Miller	X_Email
Jennifer Riebe	
300 N 6 th St, Suite 103,	
Boise, Idaho 83702	
jthum@idl.idaho.gov	
and the Deputy Attorney Generals listed abov	e

/s/ J. Kahle Becker
J. KAHLE BECKER
Attorney for Objecting Property Owners,
Jordan A. and Dana C. Gross and Little
Buddy Farm, LLC

OIL AND GAS LEASE

This Oil and Gas Lease ("Lease") is made this 25 day of August, 2023, by and between JORDAN A. GROSS AND DANA C. GROSS, husband and wife, whose address 2820 NW 4th Avenue, Fruitland, ID 83619, ("Lessor"), and Snake River Oil & Gas, LLC, 4415 Jefferson, Suite A, Texarkana, Arkansas 71854, ("Lessee").

WITNESSETH, For and inconsideration of ONE HUNDRED FIFTY DOLLARS (\$150.00) per net mineral acre as paid up rent, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby lease exclusively unto said Lessee, with the exclusive rights for the purposes of operating for and producing therefrom oil and all gas or other similar hydrocarbon products of whatsoever nature or kind (including casinghead gas, casinghead gas condensate, and coalbed gas) (collectively "Oil or Gas") conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in Payette County, <a href="Lightoutonge-light-legal-right-legal

SEE EXHIBIT "A" FOR DESCRIPTION OF SAID LANDS SEE EXHIBIT "B" ADDITIONAL PROVISIONS TO SAID LEASE SEE EXHIBIT "C" ILLUSTRATION OF FLOWLINE ROUTE

And containing 43.2817 acres, more or less, (the "Premises").

- 1. It is agreed that this Lease shall remain in force for a term of three (3) years from this date ("Primary Term") and as long thereafter as oil or gas of whatsoever nature or kind is produced in paying quantities from the Premises or on acreage pooled or unitized therewith, or operations are continued as hereinafter provided. If, at the expiration of the Primary Term, oil or gas is not being produced in paying quantities from the Premises or from acreage pooled or unitized therewith but Lessee is then engaged in drilling, re-working or dewatering operations on acreage pooled or unitized with other premises, then this Lease shall continue in force so long as such operation are being continuously prosecuted. Operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operation for the drilling of a subsequent well. If after discovery of oil or gas on the Premises or on acreage pooled or unitized therewith, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from the date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced in paying quantities as a result of such operation at or after the expiration of the Primary Term, this Lease shall continue in force so long as oil or gas is produced in paying quantities from the Premises or on acreage pooled or unitized therewith. For Purposes of this Lease, "paying quantities" means quantities sufficient to pay the cost of overhead exclusive of drilling and completion costs and pay royalties as contemplated herein.
- 2. This is a **PAID-UP LEASE**. In consideration of the payment made of \$150 per acre or any part thereof of less than one acre paid by Lessee concurrently with execution of this Lease, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the Primary Term. Lessee may at any time or times during or after the Primary Term surrender this lease as to all or any portion of the Premises, and as to any strata or stratum, by delivering to Lessor and by filing for record a release or releases and be relieved of all obligations arising after the date of the release as to the acreage surrendered, and Lessor shall have no obligation to return consideration received for such released acreage.
- 3. Lessee covenants and agrees to pay royalty to the Lessor as follows:
 - a. On crude oil ("Oil"), five thirty-seconds (5/32nd) of the amount realized from the Oil.. Lessor's interest in oil shall not bear any share of the cost of all transporting, gathering, treating, storage or marketing of the Oil.
 - b. On Gas of whatsoever nature or kind, including coalbed gas, natural gas liquids and other plant products, and other gases, condensate or other liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substances, produced and saved from the Premises and acreage pooled or unitized therewith ("Gas") Lessee shall pay at its election as royalty: (i) for Gas produced and saved, five thirty-seconds (5/32nd) of the amount realized from Gas so sold or used, with Lessor's interest in such Gas not bear any part of the cost of all compressing, processing, treating, dehydrating, fractionating, gathering, transporting, storing, or marketing incurred in processing, selling or delivering the Gas; (ii) for Gas sold at the well, five thirty-seconds (5/32nd) of the amount realized from such sale.
 - c. Royalties shall be due from Lessee on all production of Oil and/or Gas from the Premises or acreage pooled or unitized therewith, except such production actually consumed for the direct operation of the producing well and such production that is lost through no reasonable fault of the Lessee. The royalties from Oil shall be calculated upon the reasonable market value of the Oil which shall not be deemed to be less than the price actually paid or agreed to be paid to Lessee by its purchasers at an arms' length transaction, but in no event shall the royalties be based upon a market value that is less than the posted price in the field for such Oil, or in the absence of a posted price in the field for such Oil, upon a market value that is less than the prevailing price received by other producers in the field for Oil of like grade and gravity at the time such Oil is run into pipelines or storage tanks. The royalties for Gas shall be calculated upon the reasonable market value or the price received by Lessee, whichever is greater of all such gas produced and saved from the premises and acreage pooled or unitized therewith. No deductions whatsoever shall be charged on royalty gas for processing, dehydration or marketing.
- 4. Where Gas from a well capable of producing Gas, or from a well in which dewatering operations have commenced, is not sold or used after the expiration of the Primary Term, Lessee shall pay or tender as royalty to Lessor at the address set forth above One Dollar (\$1.00) per year per net mineral acre, such payment or tender to be made on or before the anniversary date of this Lease next ensuing after the expiration of ninety (90) days from the date such well is shut in or dewatering operations are commenced and thereafter on or before the anniversary date of this Lease during the period such well is shut in or dewatering operations are being conducted. If such payment or tender is made, it will be considered that Gas is being produced within the meaning of this lease, but only for a period of two (2) years after the cessation of oil and gas production from the premises and acreage pooled or

unitized therewith. Failure to properly or timely pay or tender such shut in royalty shall render Lessee liable for the amount due but shall not operate to terminate this lease.

- 5. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
- 6. No well shall be drilled nearer than three hundred (300) feet to the house or barn now on the Premises without written consent of Lessor and the owner of said house or barn.
- 7. Lessee shall pay for damages caused by Lessee's operations to growing crops on the Premises.
- 8. The rights of Lessor and Lessee hereunder may be assigned in whole or in part and liability for breach of any obligation hereunder shall rest exclusively upon the party who commits such breach. No change in ownership of Lessor's or Lessee's interest (by assignment or otherwise) shall be binding on Lessee or Lessor until Lessee or Lessor has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor or Lessee, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee or Lessor. No present or future division of Lessor's ownership as to different portions or parcels of the Premises shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this Lease is assigned and the notification required by this paragraph is received by lessor, no leasehold owner shall be liable for any act or omission of any other leasehold owner.
- 9. Lessee is hereby granted the right at any time and from time to time to unitize the Premises or any portion or portions thereof, as to all stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Operations upon and production from the units shall be treated as if such operations were upon or such production were from the Premises. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this Lease except that the royalty on production from the unit shall be calculated as below provided, and except that in calculating the amount of any shut-in gas royalties, only that part of the acreage originally leased and then embraced by this Lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor's royalty interest therein, on an acreage basis bears to the total acreage in the unit. Lessee is granted the right to execute all necessary ratifications of any unit agreement and/or unit operating agreements as may be necessary to obtain the approval of the Governmental Regulatory Body for the creation of a field-wide unit without regard to the size of such field-wide unit.
- 10. All express or implied covenants of this Lease shall be subject to all Federal and Idaho 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. Any reasonable delay or interruption caused by storm, flood, act of God or other event of force majeure shall not be counted against Lessee. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from conducting operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding. Neither Lessee's financial condition or any failure of any of Lessee's agents, operators, employees, contractors, subcontractors or any party with whom Lessee contracts shall be an event excusing the performance of any act.
- 11. Lessor hereby agrees that Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the Premises, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof to the extent of the amount of the payment made by Lessee hereunder, 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, insofar as said right of dower and homestead may in any way affect the purposes for which this Lease is made, as recited herein.
- 12. Should any one or more the parties named as Lessor herein fail to execute this Lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this Lease, shall mean all of the parties who execute this Lease as Lessor. All the provisions of this Lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

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

Lessee:

SNAKE RIVER OIL AND GAS, LLC

By: Richard Brown

Its: Managing Member

Lessor:

Dana C. Gross

Jordan A. Gross

UNIFORM ACKNOWLEDGMENT - INDIVIDUAL COUNTY OF Payette The foregoing instrument was acknowledged before me this 25 day of August , 2023 by OVACO GVOSS & Dana GVOSS CINDEE K HEMBD Notary Public, State of Icalus O State of Idaho Notary Public, State of Icalus O Commission No. 20220628 of Notary Printed Cindel K Hembod
STATE OF
COUNTY OF}
The foregoing instrument was acknowledged before me this
as
ofan
corporation, on behalf of the corporation.
Notary Public, State of
My Commission Expires: Name of Notary Printed
STATE OF Arkansas UNIFORM ACKNOWLEDGMENT - OTHER
COUNTY OF Columbia }
The foregoing instrument was acknowledged before me this 5th day of September ,2023 by
Richard Brown as Managing Member
Spake Piver Oil & Gas LLC

3

on behalf of the corporation.

My Commission Expires: 4-22-2031

ROYCE DIXON
NOTARY PUBLIC-STATE OF ARKANSAS
NEVADA COUNTY
My Commission Expires 04/22/2031
Commission # 12382566

Arkansas Notary Public, State of

Royce Dixon Name of Notary Printed _

EXHIBIT A

Attached to and made a part of that certain Oil and Gas Lease, effective August 25 2023, by and between Jordan A. Gross and Dana C. Gross, husband and wife, as Lessor, and Snake River Oil & Gas, LLC, as Lessee.

TRACT ONE: 24.7417 acres of land, more or less, situated in Section 24, Township 8N, Range 5W, of the Boise Meridian, Payette County, Idaho, being that same land described in that certain General Warranty Deed, dated April 18, 2019, from Mike E. Koto and Mary Lou Koto, Trustees of the Mike E. and Mary Lou Koto Family Trust, to Jordan A. Gross and Dana C. Gross, husband and wife, recorded as Instrument Number 420548, Deed Records, Payette County, Idaho.

TRACT TWO: 19.65 acres of land, more or less, situated in Section 24, Township 8N, Range 5W, of the Boise Meridian, Payette County, Idaho, being that same land described in that certain General Warranty Deed, dated October 4, 2018, from Jacob S. Brown, a single man, to Jordan A. Gross and Dana C. Gross, husband and wife, recorded as Instrument Number 417182, Deed Records, Payette County, Idaho

ALL LESS AND EXCEPT 1.11 acres of land, more or less, situated in Section 24, Township 8N, Range 5W of the Boise Meridian, Payette County, Idaho, being that same land described in that certain Warranty Deed recorded December 27, 2022, as Instrument No. 449109, records of Payette County, Idaho, by and between Jordan A. Gross and Dana Gross, husband and wife, Grantor, and Juan Sanchez and Jessica Christen Ishida-Sanchez, husband and wife, Grantee.

It is the intent of Lessor to lease, to Lessee, all of the Lessor's interest in and to all Oil, Gas and associated hydrocarbons in Section 24, Township 8 North, Range 5 West, whether described correctly herein or not,

Containing 43.2817 acres of land, more or less.

EXHIBIT B

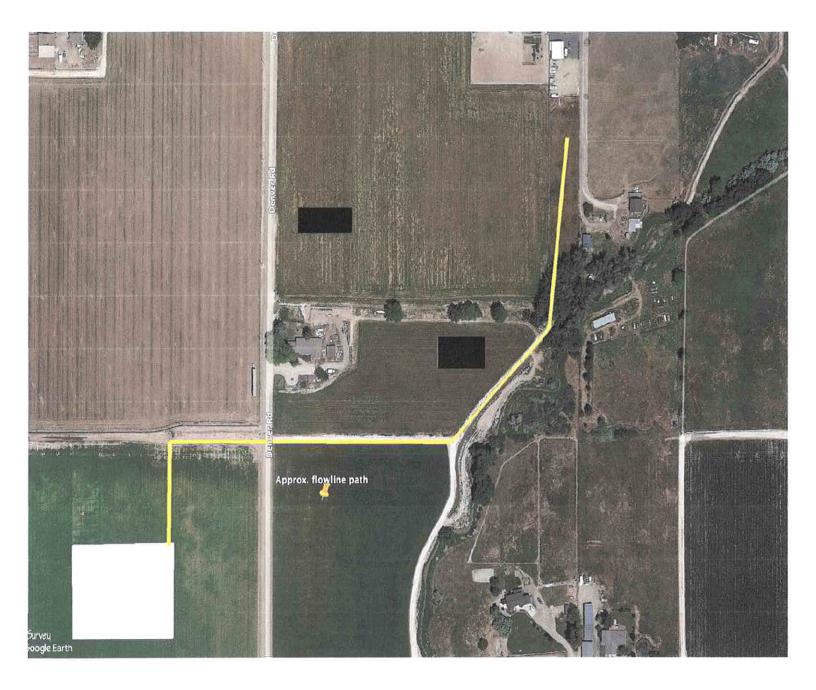
NOTWITHSTANDING ANYTHING CONTAINED IN THE FOREGOING OIL AND GAS LEASE TO THE CONTRARY, THE FOLLOWING PROVISIONS SHALL APPLY AS AN EXHIBIT TO THE FOREGOING OIL AND GAS LEASE AND SHALL BE IN FORCE AND EFFECT AS A PART OF SAID LEASE.

- SURFACE EFFECTS AND IMPACTS: Lessee shall take all reasonable precautions to avoid pollution and other adverse impacts to the premises including any
 residents, residences, and agricultural activities on the Premises. Except as expressly provided in paragraph 16, below, surface operations on the Premises will only
 be authorized as mutually agreed upon by Lessor and Lessee in writing, and shall require a separate Surface Use Agreement to be entered into by and between
 Lessor and Lessee prior to any surface operations being conducted. Lessee shall pay the surface owner for damages to growing crops (including perennial crops),
 grass, buildings, livestock, fences and other improvements and personal property caused by Lessee's operations.
- PROTECTION AND USE OF WATER: Lessee shall follow the best practices and principles used in the oil and gas industry to protect
 freshwater strata from contamination and to protect the surface from exposure to produced water and other contaminants. Lessee shall not use water from
 Lessor's irrigation and domestic wells or from the aquifers supplying said wells without Lessor's written consent. Produced water may be used for any purpose
 allowed by applicable laws and regulations.
- 3. NOTIFICATION OF BREACH: In the event Lessor considers that Lessee has failed to comply with any obligation hereunder, express or implied, Lessor shall notify Lessee in writing specifying in what respect Lessor claims Lessee has breached this Lease. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breach(es) alleged by Lessor or attempt to prove that the alleged breach(es) do(es) not exist. The service of said notice shall be precedent to the bringing of any action by Lessor on said Lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breach(es) shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.
- REGULATIONS: All operations conducted under this Lease, including permitting, drilling, production, pooling and unitization, plugging and abandonment of wells, and surface reclamation, shall be done pursuant to and in accordance with applicable federal, Idaho state and local rules and regulations.
- 5. Royalty Payments: Lessee shall submit to Lessor royalty payments in full by 45 days following the month of production for the oil or gas and shall comply with Idaho Code 47-332 and 47-333 including providing a report showing the amount of oil or gas produced and saved during that month, the price obtained therefore, and the total amount of all sales, including whether any bonus or other increase in price was paid or agreed to be paid. If Lessee does not pay any royalty in full when due, Lessee shall pay Lessor in addition to the royalty one and a half percent (1.5%) times the unpaid royalty for each calendar month or fraction thereof, compounded monthly.
- Sublease: Any sublease must be expressly subject to the terms and conditions of this Lease and shall become effective only when Lessor receives a written, signed copy of the sublease.
- 7. Liability: Lessee shall indemnify, defend and hold harmless Lessor from any and all liability, charge, expense, fine, claim, suit or loss, including attorney's fees and costs on appeal, caused by or resulting from any negligent or otherwise wrongful act or omission of Lessee, its assigns, sublessees, agents, operators, employees, contractor, or any party with whom Lessee contracts. Lessee shall pay when due, any and all taxes lawfully assessed and levied under federal, Idaho state, or local law upon Lessee's interest in the leased premises, including any leased deposits and oil or gas production. This section 7 shall survive termination of this Lease.
- 8. LIABILITY INSURANCE: If Lessee or its agents conduct any operations on the Leased Premises then Lessee shall maintain, at Lessee's expense, for the duration of Lessee's operations on the Leased Premises, public liability insurance with adequate coverage for personal injury and damage to real property with respect to Lessee's operations. If requested by Lessor, Lessee shall deliver appropriate evidence to Lessor, prior to entrance on the Leased Premises that such insurance is in force.
- Title: Lessor makes no representation or warranty whatsoever with respect to title to the Premises, and Lessee shall be solely responsible for satisfying itself with
 respect to the ownership thereof; and, if subsequently divested of said title, Lessor shall incur no liability by virtue of this Lease for any loss or damage to Lessee.
- 10. Sale or Lease: Lessor may sell or lease all or any part of the premises during the term of this Lease. Such sale or lease will be subject to the terms and conditions of this Lease.
- 11. Legal Fees: In the event Lessor shall institute and prevail in any action or suit for enforcement of this Lease, Lessee will pay to Lessor a reasonable sum for costs and attorney's fees incurred on account thereof, including any costs and fees incurred on appeal.
- Cumulative Remedies: During this Lease, Lessor shall have all rights provided by this Lease and Idaho law, in law or in equity. Lessor may pursue all of its rights
 without being compelled to resort to any one remedy in advance of any other remedy.
- 13. Non-waiver: No waiver of a breach of any provision in this Lease shall be construed to be a waiver of any succeeding breach of this Lease.
- 14. Lessee Practices: Lessee shall at all times conduct all operations and other actions relative to this Lease as a reasonable prudent operator and shall conform to the best practices and engineering principles currently in use in the oil and gas industry and as contemporaneously as they are improved from time to time. Lessee shall at all times use all reasonable precautions necessary to prevent waste of Oil and Gas.
- 15. On completion of any operation, Lessee shall clean up the lease premises and remove all debris, equipment, and personal property which Lessee placed on the lease premises (except for equipment needed for the operation of producing wells, which shall be removed within sixty (60) days after a well permanently ceases to produce) and leave the lease premises in a neat and clean condition. While conducting operations, Lessee shall keep the premises in a neat and clean condition. Equipment as used herein shall include machinery, casing, fixtures and any other items used by Lessee in conducting production operations.
- 16. No Premises Operations: Notwithstanding anything contained in this Lease to the Contrary, Lessee understands and agrees that Lessee its successors, assigns, and sublessees have no authority or other authorization to enter upon or to use the premises for conducting any operation or other activity above ground, on the surface of the Premises, except as expressly provided herein. Lessee does have the right to drill beneath said surface as long as it encounters said property at a depth of 100' or deeper in order to access prospective horizon(s) via potential directional drilling This lease also permits one below plow depth (40"-48" in depth) flowline on Tract

6

1 described in Exhibit A attached hereto, as illustrated on Exhibit C attached hereto, in order to extract product. Lessee shall have a temporary license to enter the premises along the flowline route solely for purposes of trenching, boring, and and installation of the flowline and any necessary maintenance or repairs of the flowline. Lessee shall notify Lessor prior to any such operations related to the flowline and shall cooperate reasonably with Lessor in the conduct of such operations. Lessee shall stake the flowline route and at Lessor's request shall survey the flowline route and provide a copy of such survey to Lessor.

EXHIBIT C



OIL AND GAS LEASE

This Oil and Gas Lease ("Lease") is made this ______ day of <u>August</u>, <u>2023</u>, by and between **LITTLE BUDDY FARM**, **LLC**, whose address <u>2820</u> NW 4th Avenue, Fruitland, ID 83619, ("Lessor"), and <u>Snake River Oil & Gas, LLC</u>, 4415 Jefferson, Suite A, Texarkana, Arkansas 71854, ("Lessee").

WITNESSETH, For and inconsideration of ONE HUNDRED FIFTY DOLLARS (\$150.00) per net mineral acre as paid up rent, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby lease exclusively unto said Lessee, with the exclusive rights for the purposes of operating for and producing therefrom oil and all gas or other similar hydrocarbon products of whatsoever nature or kind (including casinghead gas, casinghead gas condensate, and coalbed gas) (collectively "Oil or Gas") conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in Payette County, Idaho, described as follows, to-wit:

SEE EXHIBIT "A" FOR DESCRIPTION OF SAID LANDS SEE EXHIBIT "B" ADDITIONAL PROVISIONS TO SAID LEASE

And containing 33.7425 acres, more or less, (the "Premises").

- 1. It is agreed that this Lease shall remain in force for a term of three (3) years from this date ("Primary Term") and as long thereafter as oil or gas of whatsoever nature or kind is produced in paying quantities from the Premises or on acreage pooled or unitized therewith, or operations are continued as hereinafter provided. If, at the expiration of the Primary Term, oil or gas is not being produced in paying quantities from the Premises or from acreage pooled or unitized therewith but Lessee is then engaged in drilling, re-working or dewatering operations on acreage pooled or unitized with other premises, then this Lease shall continue in force so long as such operation are being continuously prosecuted. Operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operation for the drilling of a subsequent well. If after discovery of oil or gas on the Premises or on acreage pooled or unitized therewith, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from the date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced in paying quantities as a result of such operation at or after the expiration of the Primary Term, this Lease shall continue in force so long as oil or gas is produced in paying quantities from the Premises or on acreage pooled or unitized therewith. For Purposes of this Lease, "paying quantities" means quantities sufficient to pay the cost of overhead exclusive of drilling and completion costs and pay royalties as contemplated herein.
- 2. This is a **PAID-UP LEASE**. In consideration of the payment made of \$150 per acre or any part thereof of less than one acre paid by Lessee concurrently with execution of this Lease, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the Primary Term. Lessee may at any time or times during or after the Primary Term surrender this lease as to all or any portion of the Premises, and as to any strata or stratum, by delivering to Lessor and by filing for record a release or releases and be relieved of all obligations arising after the date of the release as to the acreage surrendered, and Lessor shall have no obligation to return consideration received for such released acreage.
- Lessee covenants and agrees to pay royalty to the Lessor as follows:
 - a. On crude oil ("Oil"), five thirty-seconds (5/32nd) of the amount realized from the Oil. Lessor's interest in oil shall not bear any share of the cost of all transporting, gathering, treating, storage or marketing of the Oil.
 - b. On Gas of whatsoever nature or kind, including coalbed gas, natural gas liquids and other plant products, and other gases, condensate or other liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substances, produced and saved from the Premises and acreage pooled or unitized therewith ("Gas") Lessee shall pay at its election as royalty: (i) for Gas produced and saved, five thirty-seconds (5/32nd) of the amount realized from Gas so sold or used, with Lessor's interest in such Gas not bear any part of the cost of all compressing, processing, treating, dehydrating, fractionating, gathering, transporting, storing, or marketing incurred in processing, selling or delivering the Gas; (ii) for Gas sold at the well, five thirty-seconds (5/32nd) of the amount realized from such sale.
 - c. Royalties shall be due from Lessee on all production of Oil and/or Gas from the Premises or acreage pooled or unitized therewith, except such production actually consumed for the direct operation of the producing well and such production that is lost through no reasonable fault of the Lessee. The royalties from Oil shall be calculated upon the reasonable market value of the Oil which shall not be deemed to be less than the price actually paid or agreed to be paid to Lessee by its purchasers at an arms' length transaction, but in no event shall the royalties be based upon a market value that is less than the posted price in the field for such Oil, or in the absence of a posted price in the field for such Oil, upon a market value that is less than the prevailing price received by other producers in the field for Oil of like grade and gravity at the time such Oil is run into pipelines or storage tanks. The royalties for Gas shall be calculated upon the reasonable market value or the price received by Lessee, whichever is greater of all such gas produced and saved from the premises and acreage pooled or unitized therewith. No deductions whatsoever shall be charged on royalty gas for processing, dehydration or marketing.
- 4. Where Gas from a well capable of producing Gas, or from a well in which dewatering operations have commenced, is not sold or used after the expiration of the Primary Term, Lessee shall pay or tender as royalty to Lessor at the address set forth above One Dollar (\$1.00) per year per net mineral acre, such payment or tender to be made on or before the anniversary date of this Lease next ensuing after the expiration of ninety (90) days from the date such well is shut in or dewatering operations are commenced and thereafter on or before the anniversary date of this Lease during the period such well is shut in or dewatering operations are being conducted. If such payment or tender is made, it will be considered that Gas is being produced within the meaning of this lease, but only for a period of two (2) years after the cessation of oil and gas production from the premises and acreage pooled or unitized therewith. Failure to properly or timely pay or tender such shut in royalty shall render Lessee liable for the amount due but shall not operate to terminate this lease.

- If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
- No well shall be drilled nearer than three hundred twolve hundred (300) feet to the house or barn now on the Premises without written consent of Lessor and the owner of said house or barn.
- Lessee shall pay for damages caused by Lessee's operations to growing crops on the Premises. 7.
- The rights of Lessor and Lessee hereunder may be assigned in whole or in part and liability for breach of any obligation hereunder shall rest 8. exclusively upon the party who commits such breach. No change in ownership of Lessor's or Lessee's interest (by assignment or otherwise) shall be binding on Lessee or Lessor until Lessee or Lessor has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor or Lessee, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee or Lessor. No present or future division of Lessor's ownership as to different portions or parcels of the Premises shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this Lease is assigned and the notification required by this paragraph is received by lessor, no leasehold owner shall be liable for any act or omission of any other leasehold owner.
- Lessee is hereby granted the right at any time and from time to time to unitize the Premises or any portion or portions thereof, as to all stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Operations upon and production from the units shall be treated as if such operations were upon or such production were from the Premises. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this Lease except that the royalty on production from the unit shall be calculated as below provided, and except that in calculating the amount of any shut-in gas royalties, only that part of the acreage originally leased and then embraced by this Lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of Lessor's acreage placed in the unit, or Lessor's royalty interest therein, on an acreage basis bears to the total acreage in the unit. Lessee is granted the right to execute all necessary ratifications of any unit agreement and/or unit operating agreements as may be necessary to obtain the approval of the Governmental Regulatory Body for the creation of a field-wide unit without regard to the size of such field-wide unit.
- 10. All express or implied covenants of this Lease shall be subject to all Federal and Idaho 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. Any reasonable delay or interruption caused by storm, flood, act of God or other event of force majeure shall not be counted against Lessee. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from conducting operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding. Neither Lessee's financial condition or any failure of any of Lessee's agents, operators, employees, contractors, subcontractors or any party with whom Lessee contracts shall be an event excusing the performance of any act.
- 11. Lessor hereby agrees that Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the Premises, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof to the extent of the amount of the payment made by Lessee hereunder, 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, insofar as said right of dower and homestead may in any way affect the purposes for which this Lease is made, as recited herein.
- 12. Should any one or more the parties named as Lessor herein fail to execute this Lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this Lease, shall mean all of the parties who execute this Lease as Lessor. All the provisions of this Lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

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

SNAKE RIVER OIL AND GAS, LLC

Richard Brown

Managing Member

Lessor

LITTLE BUDDY FARM, LLC

By Jordan A. Gross, Governor

	CINDEE K HEMBD Notary Public State of Idaho Demmission No. 20220628 Name of Notary Printed Cin Lee K Hembod	
STATE OF	UNIFORM ACKNOWLEDGMENT - CORPORATE	
}		
COUNTY OF		
The foregoing instrument was acknowledged before me this	day of	
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of	an	
corporation, on behalf of the corporation.		
	Notary Public, State of	
My Commission Expires:	Name of Notary Printed	
	rame of rotaly filling	
UNIFORM ACKNOWLEDGMENT – OTHER		
STATE OF Arkansas	NATION CONTRACTOR OF THE PROPERTY OF THE PROPE	
COUNTY OF Calmahia		
COUNTY OFColumbia} The foregoing instrument was acknowledged before me this	5th day of September ,2023 by	
Richard Brown	Managing Member	
Snake River Oil & Gas	as LLC	
on behalf of the corporation.	Reixe Dilon	
	Notary Public, State ofArkansas	
My Commission Expires: 4-22-2031	24 to 1940 € 16 to 1940 € 194	

ROYCE DIXON
NOTARY PUBLIC-STATE OF ARKANSAS
NEVADA COUNTY
My Commission Expires 04/22/2031
Commission # 12382566

EXHIBIT A

Attached to and made a part of that certain Oil and Gas Lease, effective August 252023, by and between Little Buddy Farm, LLC, as Lessor, and Snake River Oil & Gas, LLC, as Lessee.

TRACT ONE: 33.0325 acres of land, more or less, situated in Section 24, Township 8N, Range 5W, of the Boise Meridian, Payette County, Idaho, being that same land described in that certain Corrective Grant Deed, dated August 6, 2018, from Jordan Gross and Dana Gross, "Grantors", to Little Buddy Farm, LLC, recorded as Instrument Number 416308, Deed Records, Payette County, Idaho.

TRACT TWO: 0.710 acres of land, more or less, situated in Section 24, Township 8N, Range 5W, of the Boise Meridian, Payette County, Idaho, being that same land described in that certain Warranty Deed, dated February 12, 2020, from Neil D. Lake, an unmarried man, to Little Buddy Farm, LLC, recorded as Instrument Number 426353, Deed Records, Payette County, Idaho.

It is the intent of Lessor to lease, to Lessee, all of the Lessor's interest in and to all Oil, Gas and associated hydrocarbons in Section 24, Township 8 North, Range 5 West, whether described correctly herein or not,

Containing 33.7425 acres of land, more or less.

EXHIBIT B

NOTWITHSTANDING ANYTHING CONTAINED IN THE FOREGOING OIL AND GAS LEASE TO THE CONTRARY, THE FOLLOWING PROVISIONS SHALL APPLY AS AN EXHIBIT TO THE FOREGOING OIL AND GAS LEASE AND SHALL BE IN FORCE AND EFFECT AS A PART OF SAID LEASE.

- SURFACE EFFECTS AND IMPACTS: Lessee shall take all reasonable precautions to avoid pollution and other adverse impacts to the premises including any
 residents, residences, and agricultural activities on the Premises. Surface operations on the Premises will only be authorized as mutually agreed upon by Lessor and
 Lessee in writing, and shall require a separate Surface Use Agreement to be entered into by and between Lessor and Lessee prior to any surface operations being
 conducted. Lessee shall pay the surface owner for damages to growing crops (including perennial crops), grass, buildings, livestock, fences and other
 improvements and personal property caused by Lessee's operations.
- PROTECTION AND USE OF WATER: Lessee shall follow the best practices and principles used in the oil and gas industry to protect
 freshwater strata from contamination and to protect the surface from exposure to produced water and other contaminants. Lessee shall not use water from
 Lessor's irrigation and domestic wells or from the aquifers supplying said wells without Lessor's written consent. Produced water may be used for any purpose
 allowed by applicable laws and regulations.
- 3. NOTIFICATION OF BREACH: In the event Lessor considers that Lessee has failed to comply with any obligation hereunder, express or implied, Lessor shall notify Lessee in writing specifying in what respect Lessor claims Lessee has breached this Lease. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breach(es) alleged by Lessor or attempt to prove that the alleged breach(es) do(es) not exist. The service of said notice shall be precedent to the bringing of any action by Lessor on said Lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breach(es) shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.
- REGULATIONS: All operations conducted under this Lease, including permitting, drilling, production, pooling and unitization, plugging and abandonment of wells, and surface reclamation, shall be done pursuant to and in accordance with applicable federal, Idaho state and local rules and regulations.
- 5. Royalty Payments: Lessee shall submit to Lessor royalty payments in full by 45 days following the month of production for the oil or gas and shall comply with Idaho Code 47-332 and 47-333 including providing a report showing the amount of oil or gas produced and saved during that month, the price obtained therefore, and the total amount of all sales, including whether any bonus or other increase in price was paid or agreed to be paid. If Lessee does not pay any royalty in full when due, Lessee shall pay Lessor in addition to the royalty one and a half percent (1.5%) times the unpaid royalty for each calendar month or fraction thereof, compounded monthly.
- Sublease: Any sublease must be expressly subject to the terms and conditions of this Lease and shall become effective only when Lessor receives a written, signed copy
 of the sublease.
- 7. Liability: Lessee shall indemnify, defend and hold harmless Lessor from any and all liability, charge, expense, fine, claim, suit or loss, including attorney's fees and costs on appeal, caused by or resulting from any negligent or otherwise wrongful act or omission of Lessee, its assigns, sublessees, agents, operators, employees, contractor, or any party with whom Lessee contracts. Lessee shall pay when due, any and all taxes lawfully assessed and levied under federal, Idaho state, or local law upon Lessee's interest in the leased premises, including any leased deposits and oil or gas production. This section 7 shall survive termination of this Lease.
- 8. LIABILITY INSURANCE: If Lessee or its agents conduct any operations on the Leased Premises then Lessee shall maintain, at Lessee's expense, for the duration of Lessee's operations on the Leased Premises, public liability insurance with adequate coverage for personal injury and damage to real property with respect to Lessee's operations. If requested by Lessor, Lessee shall deliver appropriate evidence to Lessor, prior to entrance on the Leased Premises that such insurance is in force.
- Title: Lessor makes no representation or warranty whatsoever with respect to title to the Premises, and Lessee shall be solely responsible for satisfying itself with
 respect to the ownership thereof; and, if subsequently divested of said title, Lessor shall incur no liability by virtue of this Lease for any loss or damage to Lessee.
- 10. Sale or Lease: Lessor may sell or lease all or any part of the premises during the term of this Lease. Such sale or lease will be subject to the terms and conditions of this Lease.
- 11. Legal Fees: In the event Lessor shall institute and prevail in any action or suit for enforcement of this Lease, Lessee will pay to Lessor a reasonable sum for costs and attorney's fees incurred on account thereof, including any costs and fees incurred on appeal.
- 12. Cumulative Remedies: During this Lease, Lessor shall have all rights provided by this Lease and Idaho law, in law or in equity. Lessor may pursue all of its rights without being compelled to resort to any one remedy in advance of any other remedy.
- 13. Non-waiver: No waiver of a breach of any provision in this Lease shall be construed to be a waiver of any succeeding breach of this Lease.
- 14. Lessee Practices: Lessee shall at all times conduct all operations and other actions relative to this Lease as a reasonable prudent operator and shall conform to the best practices and engineering principles currently in use in the oil and gas industry and as contemporaneously as they are improved from time to time. Lessee shall at all times use all reasonable precautions necessary to prevent waste of Oil and Gas.
- 15. On completion of any operation, Lessee shall clean up the lease premises and remove all debris, equipment, and personal property which Lessee placed on the lease premises (except for equipment needed for the operation of producing wells, which shall be removed within sixty (60) days after a well permanently ceases to produce) and leave the lease premises in a neat and clean condition. While conducting operations, Lessee shall keep the premises in a neat and clean condition. Equipment as used herein shall include machinery, casing, fixtures and any other items used by Lessee in conducting production operations.
- 16. No Premises Operations: Notwithstanding anything contained in this Lease to the Contrary, Lessee understands and agrees that Lessee its successors, assigns, and sublessees have no authority or other authorization to enter upon or to use the premises for conducting any operation or other activity above ground, on the surface of

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the Premises, except as expressly provided herein. Lessee does have the right to drill beneath said surface as long as it encounters said property at a depth of 100' or deeper in order to access prospective horizon(s) via potential directional drilling.

ATLANTA OIL COMPANY 4035 JEFFERSON AVENUE TEXARKANA, AR 71854

FARMERS BANK & TRUST MAGNOLIA, ARKANSAS 71753 81-163/829

22499

Security features included. Details on

8/22/23

PAY TO THE ORDER OF

Little Buddy Farm

\$ **5,061.38

DOLLARS

Little Buddy Farm 2820 NW 4th Avenue Fruitland ID 83619

VOID AFTER 90 DAYS

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MEMO

AUTHORIZED SIGNATURE

ATLANTA OIL COMPANY Little Buddy Farm

Little Buddy Farm - Grand Vallejo

8/22/23

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ATLANTA OIL COMPANY Little Buddy Farm

Little Buddy Farm - Grand Vallejo

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8/22/23

PAY TO THE ORDER OF

Jordan & Dan Gross

\$

**6,492.26

****** DOLLARS

Jordan & Dan Gross 2820 Nw 4th Avenue Fruitland ID 83619

VOID AFTER 90 DAYS

MEMO

AUTHORIZED SIGNATURE

ATLANTA OIL COMPANY Jordan & Dan Gross

Jordan & Dan Gross - Grand Vallejo

8/22/23

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ATLANTA OIL COMPANY Jordan & Dan Gross

Jordan & Dan Gross - Grand Vallejo

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