

Pro-Stake LLC

Oil Field & Construction Site Staking

P.O. Box 2324

Garden City, Kansas 67846 Office/Fax: (620) 276-6159

Cell: (620) 272-1499 burt@pro-stakellc.kscoxmail.com



Palomino Petroleum, Inc.

OPERATOR

15s 25w Rng. Twp.

#1 Taylor-Harris LEASE NAME

1106' FSL - 2565' FEL LOCATION SPOT

Trego County, KS

COUNTY

SCALE:

DATE:

MEASURED BY:

AUTHORIZED BY:_

DRAWN BY: _

1" = 1000 Oct. 27th, 2014 Ben R. Norby S.

361525bar

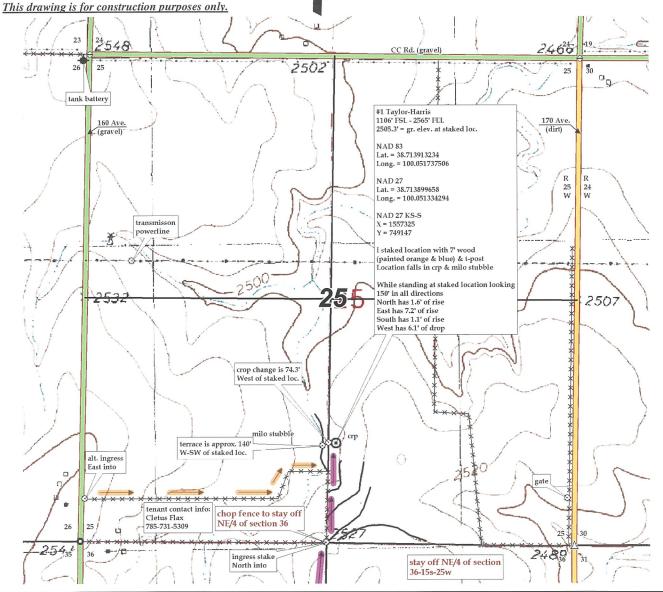
This drawing does not constitute a monumented survey or a land survey plat.

Klee W.

GR. ELEVATION: <u>2505.3'</u>

Directions: From the South side of Arnold, Ks at the intersection of Main St. and Hwy 4 - Now go 4 miles North on Main St. / K Rd. - Now go 0.4 mile West on EE Rd. - Now go 0.8 mile North on lease rd. – Now go approx. 1130' North through wheat stubble, which is 0.5 mile East of the SW corner of section 25-15s-25w and ingress stake North into - Now go approx. 1100' North through terraced crp, into staked location.

Final ingress must be verified with land owner or Operator.





Trego County, KS

COUNTY

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burt@pro-stakellc.kscoxmail.com

#1 Taylor-Harris Palomino Petroleum, Inc. LEASE NAME

> 1106' FSL - 2565' FEL 15s 25w LOCATION SPOT

25

1" = 1000" SCALE: Oct. 27th, 2014 DATE: Ben R. MEASURED BY: Norby S. DRAWN BY: Klee W. AUTHORIZED BY:_

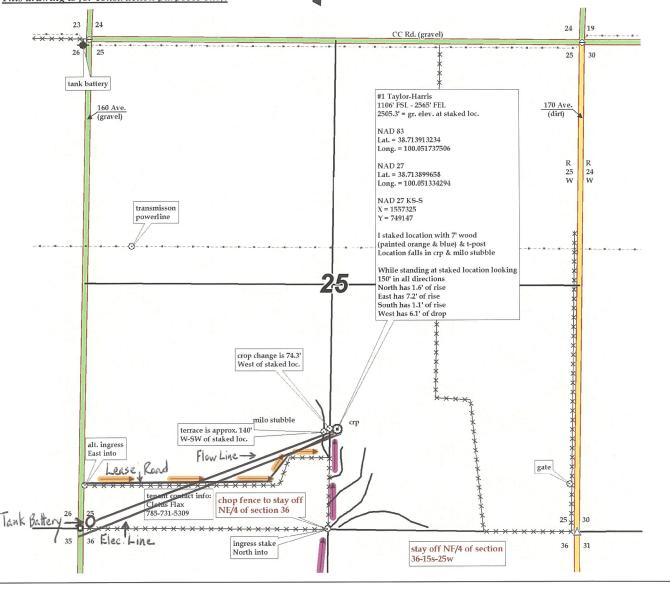
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This drawing is for construction purposes only.

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CONSENT TO UNITIZE AGREEMENT

LESSOR: Dorothy F. Taylor, a single person

LESSEE: Palomino Petroleum, Inc.

ACREAGE: SE/4; SW/4 Section 25-15S-25W

COUNTY: TREGO COUNTY, KS DATE: October 24, 2014

The undersigned hereby consent to unitize SE/4 Sec. 25-15S-25W (Trego County, KS) with SW/4 Sec. 25-15S-25W (Trego County, KS) in accordance with the base lease signed on August 29th, 2006 (Book 141, Pages 274-276).

Dorothy F. Taylor

Date

STATE OF ILLINOIS

COUNTY OF Woodford,

BE IT REMEMBERED, that on this 12 of New 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Dorothy F. Taylor, a single person, personally known to me to be the identical person who executed the foregoing CONSENT TO UNITIZE AGREEMENT and acknowledge to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

NOTARY PUBLIC -

My commission expires:

"OFFICIAL SEAL"
WESLEY R. THOMPSON
NOTARY PUBLIC—STATE OF ILLINOIS

MY COMMISSION EXPIRES DEC. 3, 2014





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Derrick D. Harris

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The following provisions are part of this Oil and Gas Lease and if there be conflict between these provisions and any of the foregoing provision, then the following provisions shall apply and take precedence:

- A. All gas constituting the share of the Lessor, except that part which the Lessor may take in kind for irrigation or other purposes, shall be delivered into a pipeline at the well head, free of cost to the Lessor.
- B. Lessor shall have the priviledge, at the risk and expense of said Lessor, of using gas from any gas well on said land or from any gas well on land with which said above described land is unitized, pooled or spaced for stoves and lights in the principal dwelling and in other buildings on the premises if used in conjunction with his farming or ranching operations, including yard lights, free of charge.
- C. After the expiration of this Lease, Lessee shall remove any property and fixtures on leased premises within one year after such expiration, and shall reasonably restore the premises to the condition existing as of the date of execution of this Lease, and that any abandoned oil or gas well shall be properly and carefully plugged and sealed under the laws of this State and under the rules and regulations of the State Agency having authority thereof (this shall include proper and careful sealing and closing of "Dry Holes"), all done in such manner as to prevent the pollution of fresh water strata by salt water or by escaping oil or gas, from a lower strata.
- D. The right of the Lessor or the Surface Owner of said land, to follow the usual pursuits of farming and ranching and practices usual thereto, including irrigation farming and terracing on said land shall not be infringed upon by Lessee, except as it may be reasonably necessary for proper depth so farming and ranching operations including irrigation farming and terracing may be safely performed.
- E. In the event this Lease is extended beyond its initial primary term, then at the end of two years from the expiration date of said primary term, Lessee agrees to release this Lease as to all rights in any formation, horizon or zone from which oil or gas in commercial quantities is not being produced.
- F. In the event of oil or gas production being had in paying quantities on adjacent land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances to protect the leased premises from drainage.
- G. Lessee may not use fresh water obtained from or under this land for the purpose of repressuring, pressure maintenance, cycling or for secondary recovery operations without express written consent of the surface owners of said above described land.
- H. Lessee shall be liable and agrees to pay for all damages to the range (including grass). livestock, crops and improvements on said land, caused by Lessee's operations on said land, and agrees to pay a minimum of $\frac{5,000.00}{}$ as location damages for each well drilled on said land, and a minimum of $\frac{25.00}{}$ per rod for any pipeline crossing damages for pipelines constructed by Lessee whether connecting to the well on the premises or not.
- I. ROYALTY GAS FOR IRRIGATION: Lessor shall have the right to take, in kind, in lieu of money royalty, gas produced from any gas well drilled on the land herein described or on any land with which it is unitized, solely for use as fuel to pump water for irrigation of crops grown on the land herein described or on other lands farmed by Lessor; which right shall be subject to the following terms and conditions:
- (1) The quantity of gas taken shall not exceed the fraction of gas produced each year which Lessor is entitled to receive as royalty from the gas produced from such well, and a corresponding reduction shall be made in gas royalty payments payable under the terms of this Lease.

- (2) Any gas so received by Lessot shall be taken by Lessor at or near the mouth of the well at a point selected by Lessee. All equipment necessary for the taking and measurement of such gas and its transportation to the place of places of consumption shall be supplied, installed and operated at the sole risk and expense of Lessor.
- (3) The equipment and facilities used in the taking, measurement and transportation of such gas and the utilization and operations thereof shall be at all times in compliance with all reasonable current requirements of Lessee.
- (4) Nothing herein contained shall impair any right Lessee would otherwise have to determine the quantity of gas it shall produce at any particular time; and the taking, transportation and use of such gas shall be without interference with or danger to Lessee's property or its rights and operations under this Lease.
- J. In case of actual production, royalty payments in any events, shall not be less than the equivalent of \$ 5.00 per acre per year, in any one year, on the net mineral acres owned by Lessor and covered by this Lease. Provided, however, that this provision shall be a covenant for the payment of royalty only, and shall in no way serve to extend the term of this Lease beyond the term otherwise provided for herein.
- K. Lessee, its successors or assigns, agree to make diligent effort to secure the best terms available for the sale of gas from the leased lands. Lessee shall upon request by Lessor make available to Lessor copies of all gas purchase contracts, supplemental agreements or amendments thereto which govern the price to be recieved for oil, natural gas, gas condensate to their constituent by-products produced under the terms of this Lease.

Lessor reserves the right to designate the direction and location of every road or roadway on the premises and no road, roadway or easement shall constructed, laid or in any manner laid to and from any well location or drillsite except as may be so designated by Lessor, provided only that such road shall upon the request of Lessee be so designated and the width thereof shall be sufficient for normal operations.

In the event that production is secured and a tank battery installation is necessary, Lessor reserves the right to designate the location of the tank battery and applicable equipment pertaining thereto so as to interefere as little as possible eith Lessor's irrigation of the premises. It is the intention of the parties hereto to reduce the amount of land used by the Lessee to a minimum.

L. In addition to their proportionate part of the landowners royalty, Lessors reserve unto themselves an additional 1/16 of 8/8ths Overriding Royalty (0.625 net Revenue Interest).