

Well will not be drilled or Permit Expired Date: \_

Signature of Operator or Agent:

For KCC	Use:	
Effective	Date:	
District #		
SGA?	Yes No	

# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1314606

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

# NOTICE OF INTENT TO DRILL

Expected Spud Date:	Spot Description:
month day year	,SecTwpS. REV
DPERATOR: License#	(O/O/O/O) feet from N / S Line of Section
Name:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
State:	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MS
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OWWO: old well information as follows:	Surface Pipe by Alternate: I II
	Length of Surface Pipe Planned to be set:  Length of Conductor Pipe (if any):
Operator:	Projected Total Depth:
Well Name: Original Total Depth:	Formation at Total Depth:
Original Completion Date Original Total Deptil	Water Source for Drilling Operations:
irectional, Deviated or Horizontal wellbore?	Well   Farm Pond   Other:
Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	( <b>Note:</b> Apply for Permit with DWR)
(CC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
AFF	If Yes, proposed zone:
	IDAVIT
The undersigned hereby affirms that the drilling, completion and eventual plu	IDAVIT
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The undersigned hereby affirms that the drilling, completion and eventual plu	FIDAVIT gging of this well will comply with K.S.A. 55 et. seq.
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For KCC Use ONLY	
API # 15	

## IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
ease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	SecTwp S. R 🗌 E 🔲 W
Number of Acres attributable to well:	
	If Section is Irregular, locate well from nearest corner boundary.  Section corner used: NE NW SE SW  PLAT
lease roads, tank batteries, pipelines and electrical lines, a	rest lease or unit boundary line. Show the predicted locations of as required by the Kansas Surface Owner Notice Act (House Bill 2032).  The has separate plat if desired.
	LEGEND
	O Well Location  Tank Battery Location  Pipeline Location  Electric Line Location  Lease Road Location
18	2467 (KAMPLE
	1980' FSL
	SEWARD CO. 3390' FEL

 ${\it NOTE: In all \ cases \ locate \ the \ spot \ of \ the \ proposed \ drilling \ locaton.}$ 

### In plotting the proposed location of the well, you must show:

- 1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
- 2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
- 3. The distance to the nearest lease or unit boundary line (in footage).
- 4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
- 5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form CDP-1 May 2010 Form must be Typed

# **APPLICATION FOR SURFACE PIT**

Submit in Duplicate

Operator Name:			License Number:
Operator Address:			
Contact Person:			Phone Number:
Lease Name & Well No.:			Pit Location (QQQQ):
Type of Pit:  Emergency Pit Burn Pit  Settling Pit Drilling Pit  Workover Pit Haul-Off Pit  (If WP Supply API No. or Year Drilled)	Pit is:  Proposed  If Existing, date cor  Pit capacity:	Existing nstructed: (bbls)	SecTwp R East WestFeet from North / South Line of Section Feet from East / West Line of Section County
Is the pit located in a Sensitive Ground Water A	rea? Yes	No	Chloride concentration: mg/l  (For Emergency Pits and Settling Pits only)
Is the bottom below ground level?  Yes No	Artificial Liner?	lo	How is the pit lined if a plastic liner is not used?
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet)
Depth fro	om ground level to dee	epest point:	(feet) No Pit
material, thickness and installation procedure.			acluding any special monitoring.
Distance to nearest water well within one-mile of	of pit:	Depth to shallo Source of infor	west fresh water feet. mation:
feet Depth of water well	feet	measured	well owner electric log KDWR
Emergency, Settling and Burn Pits ONLY:		Drilling, Work	over and Haul-Off Pits ONLY:
Producing Formation:		Type of materia	ıl utilized in drilling/workover:
Number of producing wells on lease:		Number of world	king pits to be utilized:
Barrels of fluid produced daily:		Abandonment ¡	procedure:
Does the slope from the tank battery allow all s flow into the pit?  Yes  No	pilled fluids to	Drill pits must b	e closed within 365 days of spud date.
Submitted Electronically			
	KCC	OFFICE USE O	NLY Steel Pit RFAC RFAS
Date Received: Permit Num	ber:	Permi	t Date: Lease Inspection:  Yes No



1314606

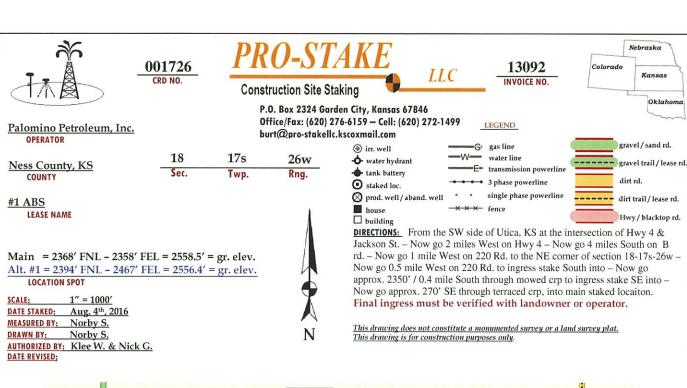
Form KSONA-1 January 2014 Form Must Be Typed Form must be Signed All blanks must be Filled

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

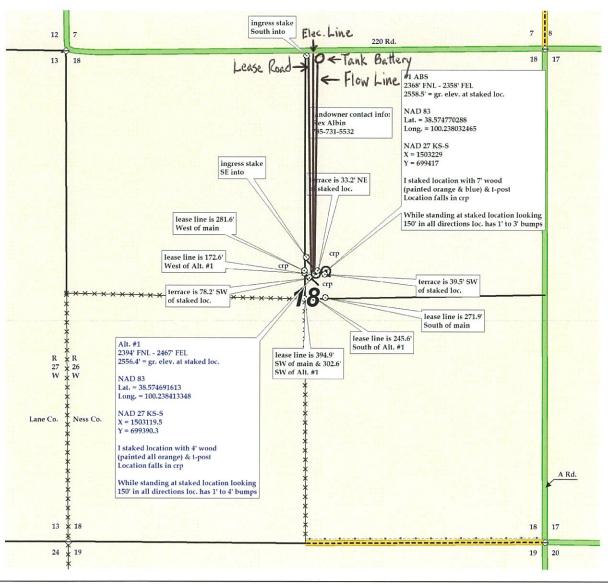
Select the corresponding form being filed: C-1 (Intent) CB-	1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	_ Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	_
Email Address:	-
Surface Owner Information:	
Name:	
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	-
the KCC with a plat showing the predicted locations of lease roads, to are preliminary non-binding estimates. The locations may be entered.  Select one of the following:  I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be CP-1 that I am filing in connection with this form; 2) if the form form; and 3) my operator name, address, phone number, fax.  I have not provided this information to the surface owner(s). KCC will be required to send this information to the surface	I acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this ess of the surface owner by filling out the top section of this form and
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ing fee with this form. If the fee is not received with this form, the KSONA-1 P-1 will be returned.
Submitted Electronically	

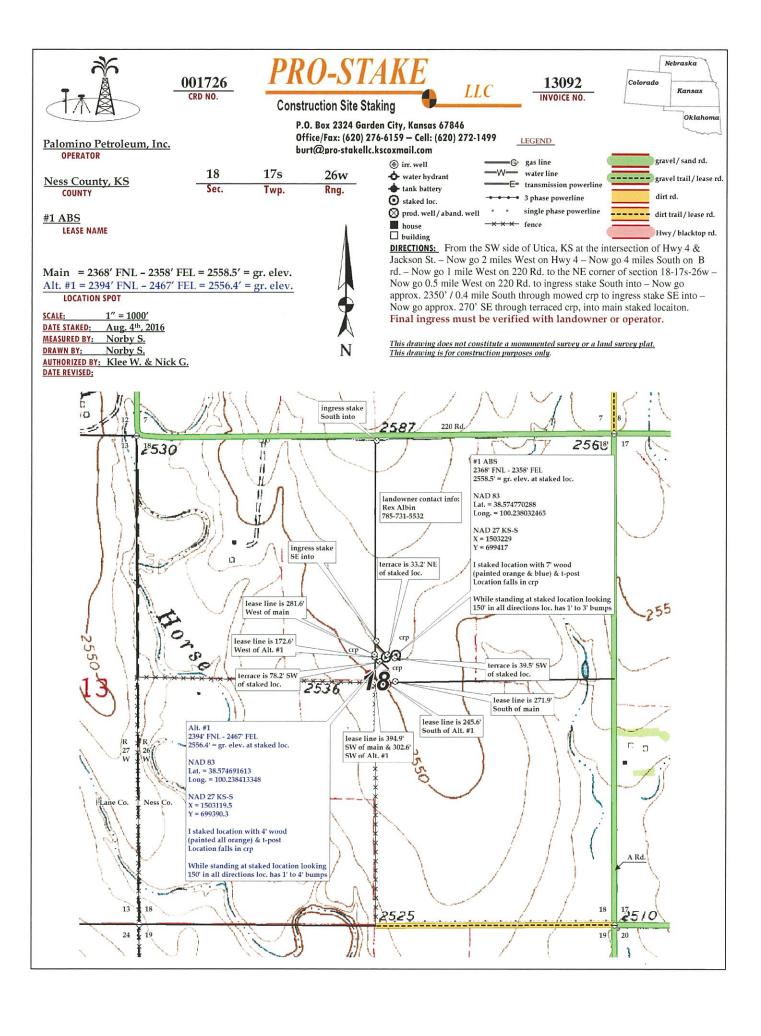


Nebraska

Kansas

Oklah





63U (Rev. 1993)



OIL AND G	AS LEASE WWW.kbp.com - hby@thp.com
AGREEMENT, Made and entered into the day of	2013
y and between Rex D. Albin and Verda Albin a/k/a Verda J. Albin, his v	vife
409 W. 8th Street Quinter, KS 67752	
whose mailing address is	hereinaster culled Lessor (whether one or more),
Palomino Petroleum, Inc.	
One and Mare	, hereinafter caller Lessee:
Lessor, in consideration of One and More  shere acknowledged and of the royalties herein provided and of the agreements of the lesse remarking action of the royalties herein provided and of the agreements of the lesse constituent products, injecting 334, water, other fluids, and air into aubsurface strata, laying pi and things thereon to produce, save, take care of, treat, manufacture, process, store and transproducts manufactured therefrom, and housing and otherwise cating for its employees, the fo herein situated in County of Ness  Sta	d operating for and producing oil, liquid hydrocarbons, all gazes, and their respective pe lines, storing oil, building tanks, power studions, telephone lines, and oiler structures or said oil, liquid hydrocarbons, gazes and their respective constituent products and other liowing described land, together with any revensionary tights and afer-acquited interest.
	th, Range 26 West
in Section Runge	and containing 320 ncres, more or less, and all
necretions thereto. Subject to the provisions hereix contained, this lease shall remain in force for a term as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is pr	of 3 (three) years from this date (called "primary term"), and us long thereafter oduced from said land or land with which said land is pooled.
In consideration of the premises the said lessee covenants and agrees;  1st. To deliver to the credit of lessor, free of coal, in the pipe line to which lessee m	ay connect wells on said land, the equal one-eighth (%) part of all oil produced and soved
from the leused premises.  2nd. To pay lessor for gas of whatsnever nature or kind produced and sold, or user at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eig premises, or in the manufacture of products therefrom, said payments to be made monthly. as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such	Where gas from a well producing gas only is not sold or used, lessee may pay or tender
meaning of the preceding paragraph.	ment or drilling aperations. If the leaver shall commence to drill a well within the term muletion with resonable diligence and dispatch, and if oil or gas, or either of them, be
If said lessor owns a less interest in the above described land than the entire and the said lessor only in the proportion which lessor's interest bears to the whole and undivide	undivided fee simple estate therein, then the rayalties berein provided for shall be paid d fee.
Lessee shall have the right to use, free of cost, gas, oil and water produced on said la When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.	nd for lessee's operation thereon, except water from the wells of lessor.
No well shall be dritted nearer than 200 feet to the house or barn now on said premis Lessee shall pay for damages caused by lessee's operations to growing crops on said	
Leasee shall have the right at any time to remove all machinery and fixtures placed	on said premises, including the right to draw and remove cosing.  whole or in part is expressly allowed, the covenants hereof shall extend to their heire, and or assignment of reatible or royating shall be binding on the lessee until after the
with respect to the nesigned portion or portions arising subsequent to the date of sesignment	r releases covering any partian or partians 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 All express or implied expendents of this lease shall be subject to all Federal and St	acreage surrendered. ate flaws. 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 cut Regulation,	ppliance is prevented by, or it such failure is the result of, any such Law, Order, Rule or
Lessor hereby warrants and agrees to defend the tille to the hands herein deacribed, a non mortgoges, taxes or other liens on the above deacribed lands, in the event of default of signed lessors, for themselves and their heirs, successors and assigns, hereby surrender ar as sold right of dower and homestead may in any way affect the purposen for which this lea.	id release all right of dower and homestead in the premises described herein, in so tar
Lessee, at its option, is hereby given the right and power to pool or combine the ne immediate vicinity thereof, when he lessee is judgment it is necessary or advisable to do conservation of oil, gas or other minerals in and under and that may be produced from as or units not exceeding 60 acres each in the event of an oil well, or into a unit or units not record in the conveyance records of the county in which the land herein lensed in situat pool into a tract or unit shall be treated, for all purposes except the payment of royalties found on the pooled acrossing, it shall be treated as if production is had from this lease, whet royalties elsewhere berein specified, lesser shall receive on production from a unit so p placed in the unit or his populy interest therein on an acrosse basis beans to the total across	id premises, such pooling to be of tracts consignous to one another and to be into a unit carcerding followers each in the event of a gas well. Lessee shall execute in writing and ed an instrument identifying and describing the pooled acresse. The entire acreage as on production from the pooled unit, as if it were included in this lease, if production is her the well or well be located on the premises covered by this lesses or not. In ties of the ooled only such portion of the royalty subjusted herein as the amount of his acreage
This lease is comprised of two (2) separate leases described as the	following tracts:
<u>Township 17 South, Range 26 West</u> Tract 1) Section 18: NE/4 Tract 2) Section 18: SE/4	
This lease shall be considered for all purposes a separate lease on e	aach tract
IN WITNESS WHEREOF, the undersigned execute this instrument as of the day an	d yenr first above written.
Williams & DOLLA	7) and B Allain
Rex D. Albin	Verda Albin a/k/a Verda- <b>4</b> Albin
- TEE	



State of Kansau News County
Book: 367 Page: 255
Recording Fee, \$12,00
Pages Recorded: 2
Cashior Initials: 111

Date Recorded: 10/30/2013 10:20:02 AM

Notary Public

STATE OF Kansas	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkÇoNe)
COUNTY OF	me this 16th day of September 2013
hy Rex D. Albin	ine this tay of tend Verda Albin a/k/a Verda J. Albin
March 12, 2017	Molary Public K Willy
PATE OF	_
OUNTY OF	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
he foregoing instrument was acknowledged before r	ne this day of and
	and
ly commission expires	
S Commission exputes	Notary Public
FATE OF	<b>-</b>
JUNTY OF	
16 foregoing instrument was acknowledged before n	ne this day of
	ind
y commission expires	•
, commission expires	Notary Public
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JUNIT OF	
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	and
y commission expires	Notary Public
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<b>-</b>           .	R Ruth Rate       Ruth Rate
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OIL AND G	Section Twp.  No. of Acres  County  This instrument was fi day of  of the records of this office.  When recorded, return to  When recorded, return to
5	Section ————————————————————————————————————
	Section
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ATE OF	
UNTY OF	ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNo)
e foregoing instrument was acknowledged before me	e this day of,
poration, on behalf of the corporation.	The state of the s

63U (Rev. 1993)



OIL AND GA	AS LEASE SIGNAL POLICIES for which be com- tap@kbp.com
AGREEMENT, Made and entered into theday of	2014
by and between Gordon J. Breit and Mary L. Breit, his wife	
N-MAN-	
whose mailing address is 21344 A Road Utica, KS 67584	hereinaster called Lessor (whether one or more),
and Palomino Petroleum, Inc.	
One and New	One (54 00), hereinafter caller Leuseu:
Lessor, in consideration of One and More is here acknowledged and of the mysilites herein provided and of the agreements of the lessee of investigating, exploring by geophystical and other means, prospecting drilling, mining and constituent products, injecting gas, water, other fluids, and air into subsurface atrata, laying pip and things thereon to produce, save, take care of, treat, manufacture, process, actor and transportedures manufactured therefrom, and housing and otherwise caring for its employees, the following the care of the care	o operating for and producing oil, liquid hydrocarbons, all gazes, and their respective so lines, noting oil, building tanks, power stations, telephone lines, and other structures as all oil, liquid hydrocarbons, gases and their respective constituent products and other lowing described land, together with any tremstonary rights and after-acquired interest.
therein situated in County of Ness State	e of Kansas described as follows to with
Township 17 South, Range 26 Section 18: SW/4	West
	160
In Section, Township, Runge accretions thereto.	and containing 100 ucres, more or less, and all 3 (three)
successions thereto.  Subject to the provisions herein contained, this lease shall remain in force for a term in so all, liquid hydrocarhons, gas or other respective constituent products, or any of them, is pro	of
In consideration of the premises the said lesses covenants and agrees:  1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee mafrom the lessed premises.	y connect wells on said land, the equal one-eighth (%) part of all oil produced and saved
2nd. To pay leasor for gas of whatsoever nature or kind produced and sold, or used at the market price at the well that as to gos sold by lease. In no event mare then one-sigh	off the premises, or used in the manufacture of any products therefrom, one-eighth (%), ath (%) of the proceeds received by lessee from such sales), for the gas sold, used off the
premises, or in the manufacture of products therefrom, and payments to be made monthly. Versity one Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such meaning of the preceding paragraph.	When gos from a well producing gas only is not sold or used, lessee may pay or tender payment or tender is made it will be considered that gas is being produced within the
of this lease or any extension thereof, the lease shall have the right to drill such well to con-	ment or drilling operations. If the leaser shall commence to drill a well within the term apletion with reasonable diligence and dispatch, and if oil or gas, or either of them, be
found in paying quantities, this lesse shall continue and be in force with like effect as if such If said lessor owns a less interest in the above described land than the entire and	undivided fee simple satate therein, then the royalties herein provided for shall be paid
the said lessor only in the proportion which lessor's interest beurs to the whole and undivided Lessee shall have the right to use, free of cost, gos, oil and water produced on said lan	
When requested by leaser, leases aball bury leases's pipe lines below plow depth.  No well shall be drilled nearer than 200 feet to the house or barn now on said premise	es without written consent of leasor.
Lessee shall pay for damages caused by lessee's operations to growing crops on said li Lessee shall have the right at any time to remove all machinery and fixtures placed o	
	whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, and or assignment of rentals or royalties shall be binding on the lessee until after the
Lessee may at any time execute and deliver to lessor or place of record a release or surrender this lesse as to such portion or portions and be relieved of all obligations as to the a	releases covering any portion or portions of the above described premises and thereby creage surrendered.
All express or implied covenants of this lease shall be subject to all Federal and Statin whole or in part, nor lessee held liable in damages, for failure to comply therewith, if com Regulation,	te Laws, Executive Orders, Rules or Regulations, and this lesse shall not be terminated, pliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or
ny mortgoges, taxes or other liens on the above described lands, in the event of default of p signed lessors, for themselves and their heirs, accessors and assigns, hereby surrented as a said right of dower and homestend may in any way affect the purposen for which this least	d release all right of dower and homostead in the premises described herein, in so far
Leases, at its option, is hereby given the right and power to peol or combine the acre immediate vicinity thereof, when in trace's judgment it is necessary or advisable to do a	eage covered by this lease or any portion thereof with other land, lease or leases in the so in order to properly develop and operate and lease premises so us to promote the
conservation of oil, gas or other minerals in and under and that may be produced from axis or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not a record in the conveyance records of the county in which the land herein lessed is situated pooled into a tract or unit shall be treated, for all purposes except the payment of royaltic found on the pooled acresage, it shall be treated as if production is had from this lease, wheth royalties elsewhere berein specified, lessor shall receive on production from a unit so pooled cat not unit or his royalty interest therein on an acresage basis beans to the total acresage	I premises, such pooling to be of tracts contiguous to one another and to be into a unit- screeding field acres each in the event of a gas well. Leaves shall execute in writing and d an instrument identifying and describing the pooled acresgs. The entire acresgs so on production from the pooled unit, as if it were included in this lease. If production is er the well or wells be located on the premises covered by this lease or not. In iteu of the old only such portion of the royalty subputed herein as the amount of his acresgs
IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and Witnesses:	•
Lordon J. Breit	Mary L. Breet
Gordon J. Breit	Mary L. Breit
Contract Con	

State of Kansus - Ness County
Book: 370 Page: 77
Receipt #: 49531
Pages Recorded: 2
Cushion Initials: MH
Date Recorded: 4/11/2014 9:40:90 AM

Notary Public

The foregoing instrum	ent was acknowledged before me	this day of Ori		2014 <u>2</u>
W			Mary L. Breit, his wife	
ly commission expira	× 2-2-17	NOTARY PUBLIC - State of Kansas ELIZAGETH DELANEY My Appt. Exp. 2-2-17	Eliza beth Doll Notary Public	ney-
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OIL AND	TO	No. of Acres Country Country This instrument was file	day of	When recorded, return

63U (Rev. 1993)

## OIL AND GAS LEASE



10000	SCONE III	9th	September		2013
	MENT, Made and Mary J. Sch		day of D. Schwindt, her husband		
and between					
		-			
	PO Box 37	Utica, KS 67584			
	. 4.4 !			hercin	after called Lessor (whether one or more),
se mailing a Palomii	no Petroleum,	Inc.			
		· · · · · · · · · · · · · · · · · · ·			hereinafter caller Lesses
		One and More		Dollars (5 One (\$1.00)	
ere acknown nvestigating, stituent prod things there ducts manuf:	exploring by gen lucts, injecting gas,	physical and other means, water, other fluids, and at e, take care of, treat, manut and housing and otherwis	, prospecting diffiling, bliffing and ir late subsurface strate, laying pip facture, process, store and transpor e earling for its employees, the foli	herein contained, hereby grants, leases and let operating for and producing oil, liquid hydr lines, storing oil, building tanks, power statistically oil, liquid hydrocarbons, gases and their owing described land, together with any reveror of Kansas	s exclusively unto lessee for the purpose pearbons, all gases, and their respective ons, telephone lines, and other structures respective constituent products and other
CIT SIMILES	in coomy or		Township 17 Sout		
			Section 18: NW/4	ii, italige zo west	
			Section 10. NVVI4		
				160	
Section retions there	da	Township	Range	and containing	acres, more or less, and al
Subject il, liquid hy	to the provisions h drocarbons, gas or	nerein contained, this icase other respective constitue	e shall remain in force for a term of nt products, or any of them, is pro-	of 3 (three) years from this date (called duced from said land or land with which said	d "primary term"), and as long thereofte land is pooled.
lat. To	deliver to the cre	emises the suid lessee cove dit of lessor, free of cost, i	n the pipe line to which lessee ma	y connect wells on said land, the equal one-eig	hth (%) part of all oil produced and suve
the leased 2nd, T		as of whatsoever nature or	r kind produced and sold, or used	off the premises, or used in the manufacture of the (%) of the proceeds received by lessee from the control of the process are the control of the premise of the control of	of any products therefrom, one-eighth (%
royalty the ming of the This lease or and in paying If said	preceding paragra ase may be maint uny extension that quantities, this le tessor owns a less only in the proport	ph. #10. #10. #10. #10. #10. #10. #10. #10	term hereof without further pays the right to drill such well to core in force with like effect as if such scribed land than the entire and	My here past from a well producing gas only is a payment or tender is made it will be considered to the considered to the lesses shall project on with reasonable diligence and dispate well had been completed within the term of youndivided fee simple estate therein, then the results of the considered the confidence of	commence to drill a well within the terr th, and if oil or gas, or either of them, b are first mentioned.
		TOTA MILICIA TENEDE & MITELERE	ocurs to the Mode will allerance	Acc.	775
Lessee When r			-th d d and land	d for leaven's operation thereon avecut water	incomplies of the sour.
When r No well	shall have the righ equested by lessor, I shall be drilled no	nt to use, free of cost, gas, a , leasee shall bury leases's earer than the feet to the b	ocil emproduced on asid lan pipe lines below plow depth, couse or barn now on gaid premise	d for lessee's operation thereon assent water least 34". The swithout written consent of lessor.	issaatha meile mhisteann. White e
When r No well Lessee Lessee If the e- cutors, adm	shall have the right equested by lessor, I shall be drilled no shall pay for dama shall have the right estate of either patinistrators, success furnished with a	nt to use, free of cost, gas, , , , , , , , , , , , , , , , , , ,	oil and was fooduced on said lan pipe lines below plow depth, couse or barn now on said premise rations to make the properties of the ill machinery and fixtures placed o dd the privilege of sesigning in w name in the ownership of the la ment or a true copy thereof. In ca-	od for lessee's operation thereon are ont week.  Reasi 36". The substitute of lessor.	nd remove casing Utili (6) MS 454 enants bereof shall extend to their hein the binding on the lessee until after the
When r No well Lessee Lessee If the e cutors, adm ee has been respect to	shall have the right equested by leasor, I shall be drilled an shall have the right estate of either pa inistrators, success furnished with a the assigned portion	It to use, free of cost, gas, e, leasee shall bury leaser; earer than the best to the frages caused by leaser's open at at any time to remove airry hereto in assigned, are one or assigna, but no ci written transfer or assign on or portions arising subreceute and deliver to leave	oil and was fooduced on and lan pipe lines below plow depth, and the nouse or born now on and premise and the privilege of assigning in was a proper of the land the privilege of assigning in was a proper of the land ment or a true copy thereof. In carequent to the date of assignment.	id for leasee's operation thereon are placed in the without written consent of leasor, and, and, and are placed in the placed in the placed in the placed in part is expressly allowed, the cov ond or assignment of rentals or royalities also se leaser assigns this lease, in whole or in part releases covering any portion or portions of	nd remove cosing Urtil (6) MS 4CH cases eather the control of the
When r No well Lessee If the e cutors, adm ee has been it respect to Lessee render this ! All exp	shall have the right equisited by leasor, I shall be drilled an shall pay for dame shall pay for dame shall pay for dame inistrators, success furnished with a the assigned porti- may at any time lease as to such pa recas or implied cor- part, nor lessee he	At to use, free of cost, gas, e, leasee shall bury leaser's earer than the free to the fages caused by leaser's open to at at any time to remove all the face of t	oil and manageroduced on axid lan pipe lines below plow depth, colouse or born now on axid lan limited by the lines below plow depth, colouse or born now on axid li li machinery and fixtures placed of the he privilege of assigning in vanage in the ownership of the la ment or a true copy thereof. In can capture to the date of assignment, sor or place of record a release or lieved of all obligations as to the a lieved of all obligations as to the a bablect to all Pederal and Statistics of the subject to all Pederal and Statistics of the comply therewith, if com	d for lessee's operation thereon anapplement of the without written consent of lessor. and, nead premises, including the right to draw a whole or in part is expressly allowed, the covid or assignment of rentals or royalities shales lesser assigns this lesse, in whole or in part releases covering any portion or partions of treeage surrendered.  Laws, Executive Orders, Rules or Regulatio pliance is prevented by, or if such failure is t	nd remove cosing until (6) Mos 4At- enants bereof shall extend to their heir I be binding on the lessee until after the i, lessee shall be relieved of all obligation the above described premises and thereb ns, and this lesse shall not be terminate the result of, any such Law, Order, Rule of
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### CONSENT TO UNITIZE AGREEMENT

### LESSORS:

Mary J. Schwindt and Richard D. Schwindt, her husband.

LESSEE: Palomino Petroleum, Inc.

ACREAGE: NW/4 Section 18, Township 17 South, Range 26 West

COUNTY: NESS COUNTY, KS DATE: August 2, 2016

The undersigned hereby consent to unitize NW/4 Section 18, Township 17 South, Range 26 West, Ness County, KS, in accordance with base lease dated September 9<sup>th</sup>, 2013 (Book 367, Page 199) with NE/4; SE/4; SW/4 Section 18, Township 17 South, Range 26 West, Ness County, KS, in accordance with base leases dated September 9, 2013 (Book 367, Page 255) and April 4<sup>th</sup>, 2014 (Book 370, Page 77).

It is further agreed that access road(s) and any tank battery for said unit drilling operation referenced above will not be located on NW/4 Section 18, Township 17 South, Range 26 West, Ness County, KS.

Mary J. Schwindt	08/12/16
Mary J. Schwindt	Date
Ruchard Dhurands	08/12/16
Richard D. Schwindt	Date

STATE OF KANSAS
COUNTY OF N < 55 , ss:

BE IT REMEMBERED, that on this 12 of <u>August</u>, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came <u>Mary J. Schwindt and Richard D. Schwindt, her husband</u>, personally known to me to be the identical persons who executed the foregoing CONSENT TO UNITIZE AGREEMENT and acknowledge to me that they executed the same as their 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.

NOTABY DITRITO

My commission expires: 7-22-2017

DEBRA FRANK
NOTARY PUBLIC
STATE OF KANSAS
My Appl. Exp. 7-12-17

Conservation Division 266 N. Main St., Ste. 220 Wichita, KS 67202-1513



Phone: 316-337-6200 Fax: 316-337-6211 http://kcc.ks.gov/

Sam Brownback, Governor

Jay Scott Emler, Chairman Shari Feist Albrecht, Commissioner Pat Apple, Commissioner

August 23, 2016

Klee Robert Watchous Palomino Petroleum, Inc. 4924 SE 84TH ST NEWTON, KS 67114-8827

Re: Drilling Pit Application ABS 1 NE/4 Sec.18-17S-26W Ness County, Kansas

### Dear Klee Robert Watchous:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed <u>without slots</u>, the bottom shall be flat and reasonably level, and the free fluids must be removed. The fluids are to be removed from the reserve pit within 96 hours of completion of drilling operations.

KEEP PITS away from draw/drainage.

If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (620) 225-8888 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

A copy of this letter should be posted in the doghouse along with the approved Intent to Drill. If you have any questions or concerns please feel free to contact the District Office at (620) 225-8888.