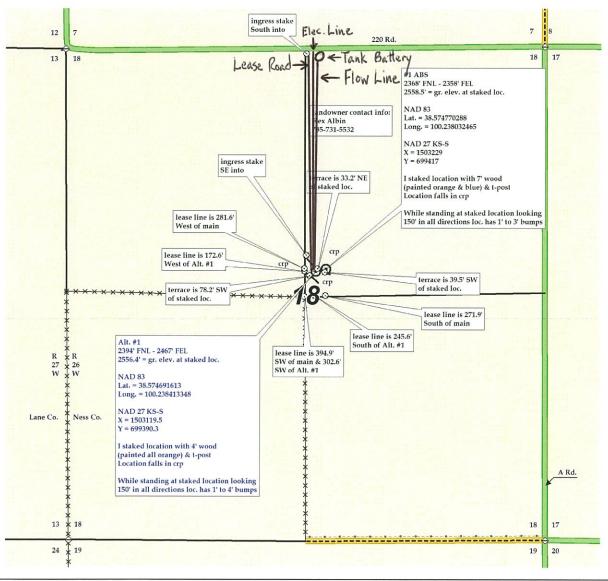
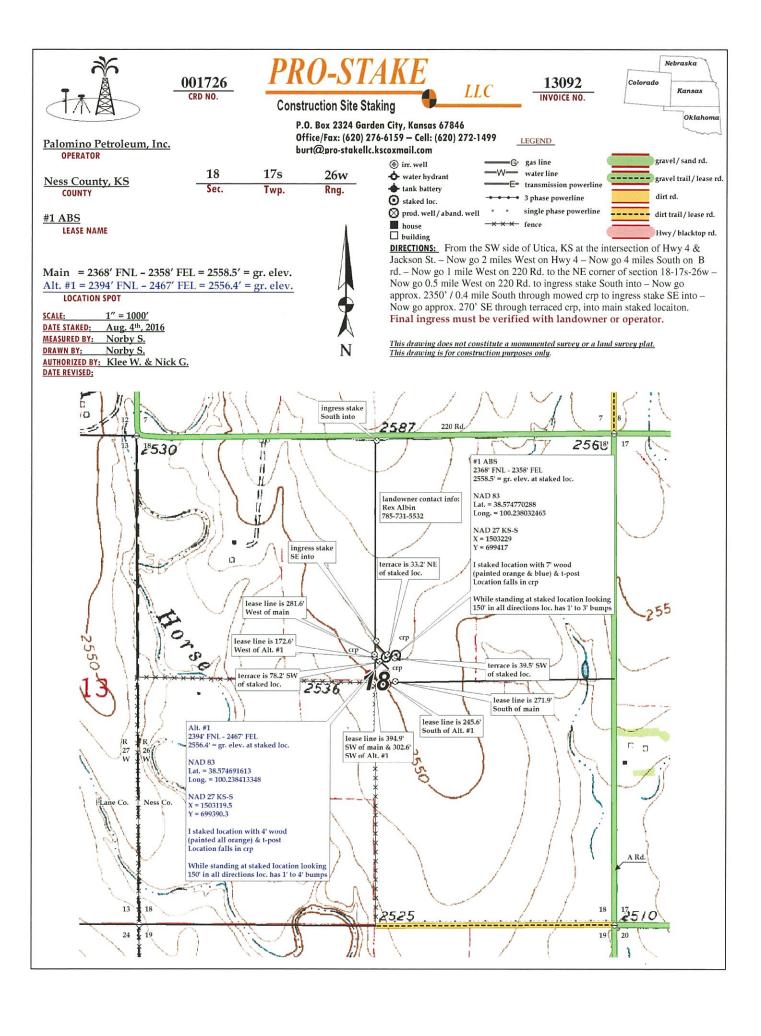


Nebraska

Kansas

Oklah





63U (Rev. 1993)



OIL AND G	AS LEASE
AGREEMENT, Made and entered into the day of	2013
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.	
	, hereinafter caiter Leusee:
Lessor, in consideration of One and More shere acknowledged and of the royalties herein provided and of the agreements of the lesse restricting and the state of the state of the royalties herein provided and of the agreements of the lesse ronstituent products, injecting 334, water, other fluids, and air into subsurface strata, laying p and things thereon to produce, save, take care of, treat, manufacture, process, store and transp roducts manufactured therefrom, and housing and otherwise cating for its employees, the fe herein situated in County of Ness State S	od operating for and producing oil, liquid hydrocarbons, all gazes, and their respective fipe lines, storing oil, building tanks, power stutions, telephone lines, and oiler structures or asid oil, liquid hydrocarbons, gazes and their respective constituent products and other fillowing described land, together with any revensionary tights and after-acquired interest.
	th, Range 26 West
in Section, Township, Runge	and containing 320 ncres, more or leas, and all
Subject to the provisions herein contained, this lease shall remain in force for a term is oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is pu	of 3 (three) years from this date (called "primary term"), and us long thereafter reduced from said land or land with which said land is pooled.
In consideration of the premises the said lessee covenants and agrees;	my connect wells on said land, the equal one-eighth (%) part of all oil produced and soved
from the lessed premises. 2nd. To pay lessor for you of whatsoever patters or kind produced and sold, or use	d off the premises, or used in the manufacture of any products therefrom, one-eighth (%),
at the market price of the well, thut, as to gas sold by lessee, in no event more than one-cig rormiscs, or in the manufacture of products thereform, asid payments to be made monthly, as royalty. One Bollar (\$1.00) per year per net mineral acre retained hereunder, and if suc meaning of the preceding paragraph.	thith (48) of the proceeds received by lessee from such safes), for the gas soid, used out the Where gas from a well producing gas only is not said or used, lessee may pay or tender h payment or tender is made it will be considered that gas is being produced within the
This leave may be maintained during the primary term hereof without further pay of this leave or any extension thoreof, the leaves shall have the right to drill such well to or found in paying quantities, this leave shall continue and be in force with like effect as if such	ment or drilling operations. If the leaver shall commence to drill a well within the term impletion with reasonable diligence and dispatch, and if all or gas, or either of them, be been completed within the term of your first monitoned.
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 royalties herein provided for shall be paid
Lesses shall have the right to use, free of cost, gas, oil and water produced on said is	
When requested by lessor, lessee shall bury lessee's pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premis	sen without written consent of lessor.
Lessee shall pay for damages caused by lessee's operations to growing crops on said Lessee shall have the right at any time to remove all machinery and fixtures placed	
	whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, and or assignment of rentals or royalities shall be binding on the lessee until after the ane lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations
	or telenses covering any portion or portions of the above described premises and thereby
All express or implied covenants of this lease shall be subject to all Federal and St in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if co	ate flaws. Executive Orders, Rules or Regulations, and this lease shall not be terminated,
ony mortgoges, taxes or other liens on the above described lands, in the event of default of signed lessors, for themselves and their heirs, successors and assigns, hereby surrender a	nd release all right of dower and homestead in the premises described herein, in so tar
as said right of dower and homestead may in any way affect the purposes for which this less. Lessee, at its option, is hereby given the right and power to pool or combine the no	reage covered by this lease or any portion thereof with other land, lease or leases in the
immediate vicinity thereof, when in leasee's judgment it la 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 40 acres each in the event of an oil well, or into a unit or units nor record in the conveyance records of the county in which the land herein leased in situation pooled into a tract or unit shall be treated, for all purposes except the payment of royaltieries found on the pooled acceage, it shall be treated as if production is had from this lease, whether poyalties elsewhere berein specified, leaser shall receive on production from a unit so p palaced in the unit or bis propalty interest therein on an acreage basis bears to the total acrea,	id premises, such pooling to be of tracts consignous to one anterer and to be into a unit accreating foll cares each in the event of a gas well. Lessee shall execute in writing and ed an instrument identifying and describing the pooled acresses. The entire acreage so on production from the pooled unit, as if it were included in this lease. If production is her the well or wells be located on the premises covered by this lesses or not. In lies of the booled only such portion of the royalty subjusted herein as the amount of his acresse
This lease is comprised of two (2) separate leases described as the	
Township 17 South, Range 26 West 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	each tract.
IN WITNESS WHEREOF, the undersigned execute this instrument as of the day an Witnessey:	d year first above written.
Ket Wallin	Warda O. Hlbin
Rex D. Albin	Verda Albin a/k/a Verda-
्र देवरा	



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

Notary Public

STATE OF Kansas	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkÇoNe)
COUNTY OF	s 16th day of September 2013
hy Rex D. Albin	verda Albin a/k/a Verda J. Albin
March 12, 2017	Notary Public K W109
PATE OF	
OUNTY OF	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
he foregoing instrument was acknowledged before me this	sday of
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ly commission expires	
3 Commission Capties	Notary Public
FATE OF	
JUNITY OF	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
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MALE OF	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
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y commission expires	Notary Public
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OIL TO TO Date Section	STATE OF County This in: day of at in Book the recards When record
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TO TO Date Sective	K B . Ep
ATE OF	
UNTY OF	ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNo)
foregoing instrument was acknowledged before me this .	day of
	n
poration, on behalf of the corporation.	



	63U	(Rev. 1993)	C	IL AND	GAS LEASE	09-115		316-264-9344-254-5163 laz www.kbp.com - kbp@kbp.com
AGREE		ade and entered into t		day of April				2014
by and between	Gordo	on J. Breit and M	ary L. Breit, his	wife				
P-1111111								
		21344 A Road	Utica, KS 675	84				
whose mailing a and Palomii		oleum, Inc.			.,	hereinal	ier celled Tess	or (whether one or more)
		ation of One and i	viore		Dall	One (\$1.00) ي مع		hereinafter caller Lesses: nd paid, receipt of which
of investigating, constituent prod and things there:	exploring ucts, Inject on to prod	ting gas, water, other fuce, save, take care of,	other means, prospect luids, and air into sul treat, manufacture, p	ting drilling, mining bourface strata, layin rocess, atore and tra for its employees, th	ssee herein contained, hereb 3 and operating for and prod 3 pipe lines, storing oil, build supon sald oil, liquid hydroca e following described land, to State of Kansas	y grands, leases and leas lucing oil, liquid hydrox ling tanks, power station abons, gases and their re	exclusively un ≥rbons, all ga u, telephone l spective const onary rights ar	nto lessee for the purpose uses, and their respective lines, and other structures dittent products and other
		Town	<u>ship 17 Sοι</u> on 18: SW/4		<u>26 West</u>			
						160		
In Section	la.	, Township		Range	3 (three)	98		cres, more or less, and all
Subject : as oil, liquid hyd In consi	to the prov Irocarhoni deration o	visions berein containe 1, gas or other respecti I the premises the said	d, this lease shall rei ve constituent produc lesses covenants an	nain in force for a t its, or any of them, i d agrees:	erm of 3 (three) year a produced from said land or	a from this which said is	'primary lerm nd is pooled.	"), and as long theresister
from the leased	premiaes.				e may connect wells on said l			
at the market propriet or in the	rice at the the manul Dollar (\$1	well, (but, as to gas s acture of products the .00) per year per net i	old by lessee, in no e refram, said paymen	rvent more than one to to be made month	used off the premises, or used egighth (56) of the proceeds re- ally. Where gos from a well pi- such payment or tender is m	recived by leasee from a roducing gas only is not	uch anles), for Laold or used,	the gas sold, used off the leasee may pay or tender
of this lease or : found in paying	any exten quantitie	sion thereof, the lessee 1, this lesse shall conti	ahall have the right noe und be in force v	t to drill such well t with like effect on if	payment or drilling operation of completion with reasonable such well had been completed	e diligence and dispatch, I within the term of year	, and if oil or a first mention	gas, or either of them, be und.
the said fessor o	aly in the	proportion which leas	or's interest beura to	the whole and undir	and undivided fee simple eau rided fee. d land for lessee's operation t			
When re	quested by	y leasor, leaces aball bi	ry lesace's pipe lines	helaw plow depth.	mises without written conscr			
Lessee s	hall pay (or damages caused by	lessee's operations to	growing crops on a			remove casin;	g.
If the executors, admir lessee has been	state of ei nistrators, furnished	ther party hereto is a	ssigned, and the pri t, but no change in r or assignment or a	vilege of assigning the ownership of the true copy thereof, i	in whole or in part is expre to land or assignment of ror in case lessee assigns this lea	essly allowed, the cover- tials or royalties shall b	ants hereof si se binding on	uall extend to their heirs, the lessee until after the
surrender this le	ase as to	auch portion or portion	e and be relieved of s	all obligations as to	te or releases covering any p the acreage surrendered.			
in whole or in p Regulation,	art, nor le	ssee held liable in dar	nages, for failure to	comply therewith, it	State Laws, Executive Orde compliance is prevented by,	or if such failure is the	result of, any	auch Law, Order, Rule or
any mortgoges, signed lessors, t	taxes or o for themse	ther liens on the abov lives and their heirs, s	e described lands, in successors and assign	the event of defaul na, hereby surrende	d, and agrees that the lesses to f payment by lessor, and it and release all right of do	he aubrogated to the rig! wer and homestead in t	hts of the hold	er thereof, and the under
Lessee, immediate vicin	at its opti	on, is hereby given the	right and power to	pool or combine the	lease is made, as recited here acreage covered by this less do so in order to properly	se or any portion thereof develop and operate ani	d leasa premi	ses as us to promote the
or units not exe record in the co pooled into a tra found on the po royalties elsewh	eeding 40 inveyance act or uni aled acrea sere hereis	acres each in the eve records of the county t shall be treated, for ge, it shall be treated of a specified, lessor sha	nt of an oil well, or i In which the land all purposes except t is if production is he It receive on produc	nto a unit or units : herein lessed is sit he payment of roya id from this lesse, w Ition from a unit s	said premises, such pooling not exceeding 640 acres each unted an instrument identify ities on production from the hether the well or wells be to o pooled only such portion	in the event of a gas w ying and describing the pooled unit, as if it were cated on the premises co of the royalty stipulated	ell. Lessee shi pooled acres included in t wered by this	all execute in writing and ge. The entire acreage as his lease. If production is lease or not. In lieu of the
placed in the un	it or his re	oyally interest therein	on an acreage basis l	bears to the total ac	renge so pooled in the particu	lar unit involved.		
IN WIT: Witnesses:	NESS WH	EREOF, the undersign	ned execute this instr	ument as of the day	and year first above written			
Gordon J. E	Zo	rdonf	Breit		Dary Bary	v L. B	reet	·
- Condon J. I	JI GIL				Mary L. Diell	:		
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State of Kansus - Ness County

Book: 370 Page: 77

Receipt #: 49531 Recording Fee: \$12.00
Pages Recorded: 2
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Date Recorded: 4/11/2014 9:40:00 AM

Notary Public

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TO TO Date Date No. of A	County . This day of in Book the recor . By When ree
TE OFAC	CKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
foregoing instrument was acknowledged before me this	
poration, on behalf of the corporation.	day of,,,

63U (Rev. 1993)

OIL AND GAS LEASE



			····		
AGREEMENT, Made and	entered into the	September Septem	9r		2013
		D. Schwindt, her husba	nd		
nd between					
DO Day 27	Litias I/C C7E94			***************************************	
PO Box 37	Utica, KS 67584				
se mailing address is				hereinafte	r called Lessor (whether one or more)
Palomino Petroleum,	, Inc.				
	One and More		Delles (One (\$1.00)) in hand paid, receipt of which
Lessor, in consideration of tre acknowledged and of the m	oyalties herein provided a	nd of the agreements of the less	as been appropriated because or	inte lancar and lets &	refusively upon lessee for the number
nv⇔tigating, exploring by geo	physical and other means	s, prospecting annual, annual	the operating for all product	ig on, negata nyaroca	telephone lines and other stoucture
		execute, process, store and traits se earing for its employees, the	following described land, togot		pective constituent products and othe nary rights and after-acquired interest
ein sinusted in County of Ne	288	s	ute of Kansas		described as follows to-wit
		Township 17 So	uth, Range 26 We	est	
		Section 18: NW/		<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	
		Section 10.1117			
ection	Township	, Range	and containing	160	acres, more or less, and a
etions thereto.		-	3 (three)		
Subject to the provisions h il. liquid hydrocarbons, gas or	terein contained, this least tother respective constitue	e shall remain in force for a ter ent products, or any of them, is		m this date (cared I with which said lan	primary term"). and as long thereafte d is pooled.
In consideration of the pro	emises the said leases cove	enants and agrees:			
s the legged premiers					(%) part of all oil produced and save
2nd. To pay leasor for g	as of whataoever nature o	r kind produced and sold, or u	eed off the premises, or used in which (%) of the proceeds receive	the manufacture of a red by leasee from au	ny products therefrom, one-eighth (% ch sales), for the gas sold, used off th sold or used, lessee may pay or tende
he market price at the West, to mises, or in the manufacture of	of products therefrom, said	d payments to be made monthl	y. Where gas from a well produ	cing gas only is not	sold or used, lessee may pay or tende that gas is being produced within th
royalty One Dellar (23-86) per ming of the preceding paragra	year per net minerillar	(fex) WP	icu baliusus os ectoes la mace	10 MIN DE CONSIDERCE	ch sales), for the gas soid, used off in sold or used, lessee may pay or tende that gas is being produced within the nmence to drill a well within the ten
ture teams may be manife	Blued during ale primary	di i i i i i i i i i i i i i i i i i i	t-sion with responsible dil	datennih bere eneri	and if all or cas, or either of them, b
nd in paying quantities, this le	ase shall continue and be	in force with like effect as if so	ch well had been completed wi	hin the term of years	first mentioned.
If said lessor owns a less said lessor only in the proport	; interest in the above de tion which lessor's interes:	scribed land than the entire at t bears to the whole and undivi	ded fee.	merena, men the roya	777
Lessee shall have the righ	at to use, free of cost, gas,	oil and produced on said	land for leasee's operation ther	on <u>except weter fee</u> e	maken medilo melekanor.
When requested by leason	, leasee shall bury leasee's	pipe lines below plow depth, c	oises without written consent o	lessor.	lities heroin provided for ahall be partitioned.
Leave shall pay for dama	ages caused by lessee's ope	erations (a	id land.		lease e
I seem aball boug the righ	ht at any time to vemous n	ill machinery and fixtures place	d on said premises, including t	he right to draw and	remove casing until (6) MOS aff
If the estate of either pa	irty hereto in amigned, a	no the bunitede of meethuring	III whole of its pare is expressi	ar mysiting shall be	binding on the leasee until after th
iee has been furnished with a	written transfer or assign on or nortions arising sub-	sequent to the date of assignment	nL		
Leases may at any time	aranta and deliver to les	sor or place of record a release	or releases covering any porti	on or portions of the	above described premises and thereb
		elieved of all obligations as to the		Rules or Regulations,	and this lease shall not be terminate
whole or in part, nor lesece he	ld liable in damages, for	failure to comply therewith, is	eemphance is prevented by, or	It does toware in oic	
Lessor hereby warronts a	nd agrees to delend the ti	tle to the lands herein described	, and agrees that the lesses sha	I have the right at an	y time to redeem for lessor, by payme to of the holder thereof, and the unde se premises described herein, in so f
morigoges, taxes or other lie	ns on the above described of their beirs, successors	and assigns, hereby surrender	and release all right of dower	and homestead in th	re premises described herein, in so f
said right of dower and homes	tead may in any way are	et the purposes for which this t	and and the state of the same of	r any partian thereof	with other land lease or leases in the
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ord in the conveyance records oled into a tract or unit shall	he treated, for all purpose	es except the payment of royall	ies on production from the poo	ted unit, as if it were	included in this lease. If production
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iced in the unit of his royalty i	Merest thereni on an acre	STUDE	, , , , , , , , , , , , , , , , , , , ,		
ssee shall not pool lea	sed acreage withou	ut written permission of	Lessor.		
eccee is not given auth	ority or rights unde	r this lease to inject salt	water or to conduct se	ismic testing wit	hout first entering into
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:parate witter agreem	om(o).				
	and what a time	a this furthermore on a file down	and was first show written	. o R	p
IN WITNESS WHEREO	F, the undersigned execut	e this instrument on of the day	and year first above written.		-
	F, the undersigned execut	e this instrument as of the day	and year first above written. Richard	a Shew	udo
inegues: Tasy O Shu	F, the undersigned execut	e this instrument on of the day	and year first above written. Richard D. Schwind	Shu	uk
	F, the undersigned execut	e this instrument as of the day	and year first above written. Ruhad Richard D. Schwind	a She	udo

State of Kunsus Ness County
Book: 367 Page: 199
Receipt *: 46352
Pages Recording Fee: \$12.01)
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Notary Public

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y commission expire	·s	24-2017		FRANK PUBLIC			h
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JNTY OF							
		lged before me this .					

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 9th, 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 4th, 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. 7-2-17