



Palomino Petroleum
OPERATOR

Ness County, KS
COUNTY

#1 D&P
LEASE NAME

309' ENL - 1785' FWL
LOCATION SPOT

2634.3'
GR. ELEVATION

33-16s-26w-BAR-999
CRD NO.

00-16s-26w
DMT NO.

33 Sec 16s Twp 26w Ring.

PRO-STAKE

LLC

Construction Site Staking

P.O. Box 2324 Garden City, Kansas 67846

Office/Fax: (620) 276-6159 – Cell: (620) 272-1499

hurff@nrstakelc.com

13276

INVOICE NO.

LEGEND

- irr. well
- water hydrant
- tank battery
- staked loc.
- prod. well/aband. well
- house
- building
- gas line
- water line
- transmission powerline
- 3 phase powerline
- single phase powerline
- fence
- gravel/sand rd.
- gravel trail/lease rd.
- dirt rd.
- dirt trail/lease rd.
- Hwy/blacktop rd.

DIRECTIONS: From the SW corner of Utica, KS at the intersection of Hwy. 4/ Stanley St. and Jackson St. – Now go 2 miles West on Hwy. 4/ Stanley St. – Now go 1 mile South on B Rd. to the NW corner of section 33-16s-26w and ingress stake East into – Now go .3 miles/ 1785' East on 250 Rd. (this is a two track trail) to ingress stake South into – Now go 309' South through planted wheat into staked location.

Final ingress must be verified with landowner or operator.
This drawing does not constitute a monumented survey or a land survey plat.
This drawing is for construction purposes only.

SCALE: 1" = 1000'

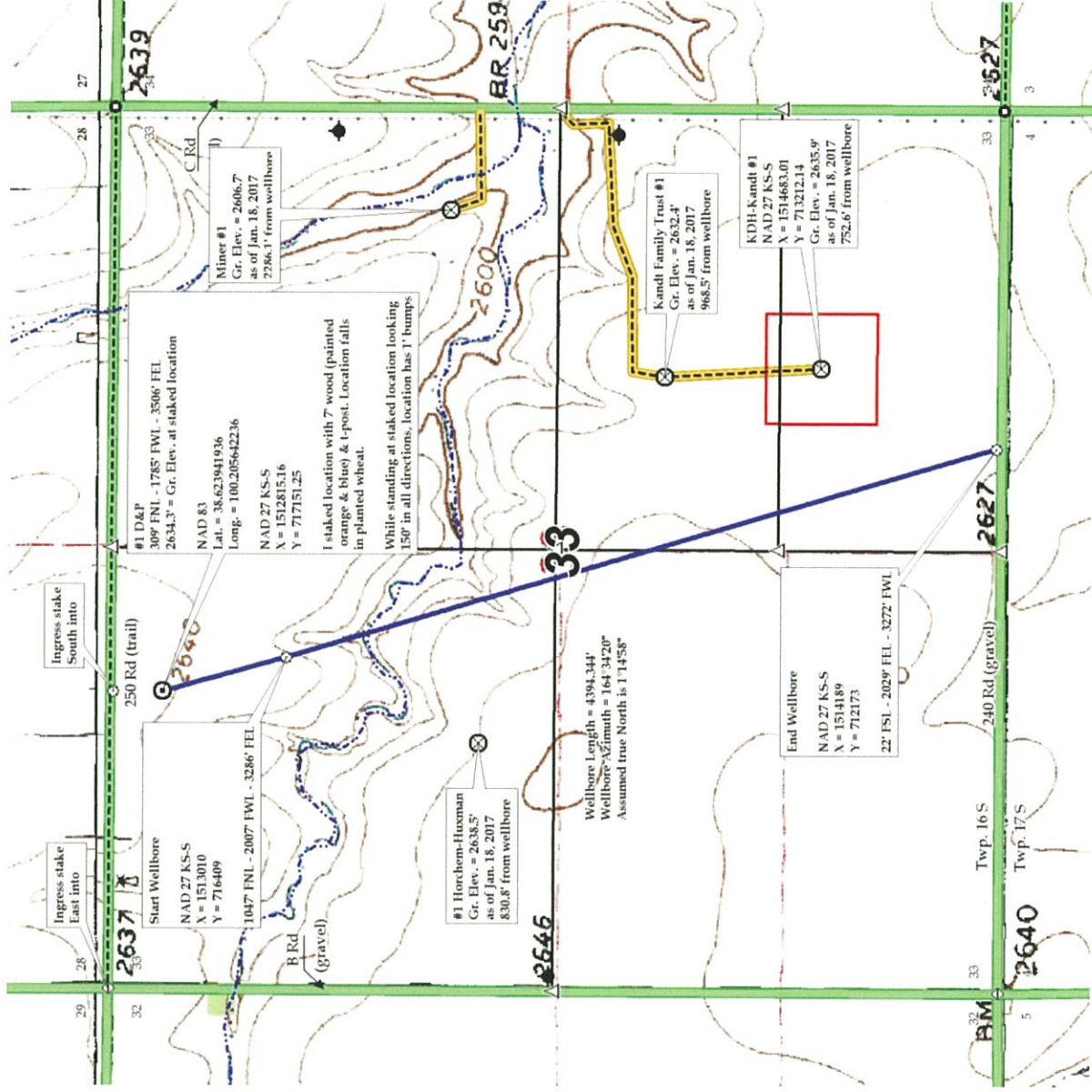
DATE STAKED: Jan. 18th, 2017

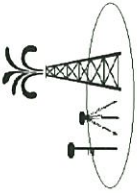
MEASURED BY: Bryen M.

DRAWN BY: Bryen M.

AUTHORIZED BY: Klee W. & Nick G

DATE REVISED:





33-16s-26w-BAR-999
CRD NO.
00-16s-26w
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PRO-STAKE LLC

Construction Site Staking

13276
INVOICE NO.

P.O. Box 2324 Garden City, Kansas 67846
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Palomino Petroleum
OPERATOR

Ness County, KS
COUNTY

33 16s 26w
Sec Twp Rng.

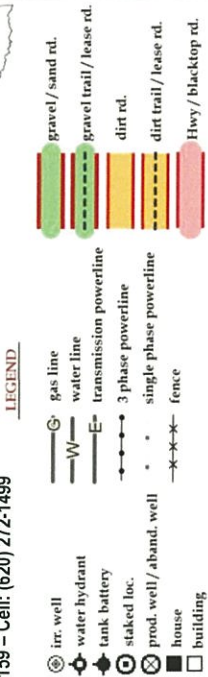
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GR. ELEVATION

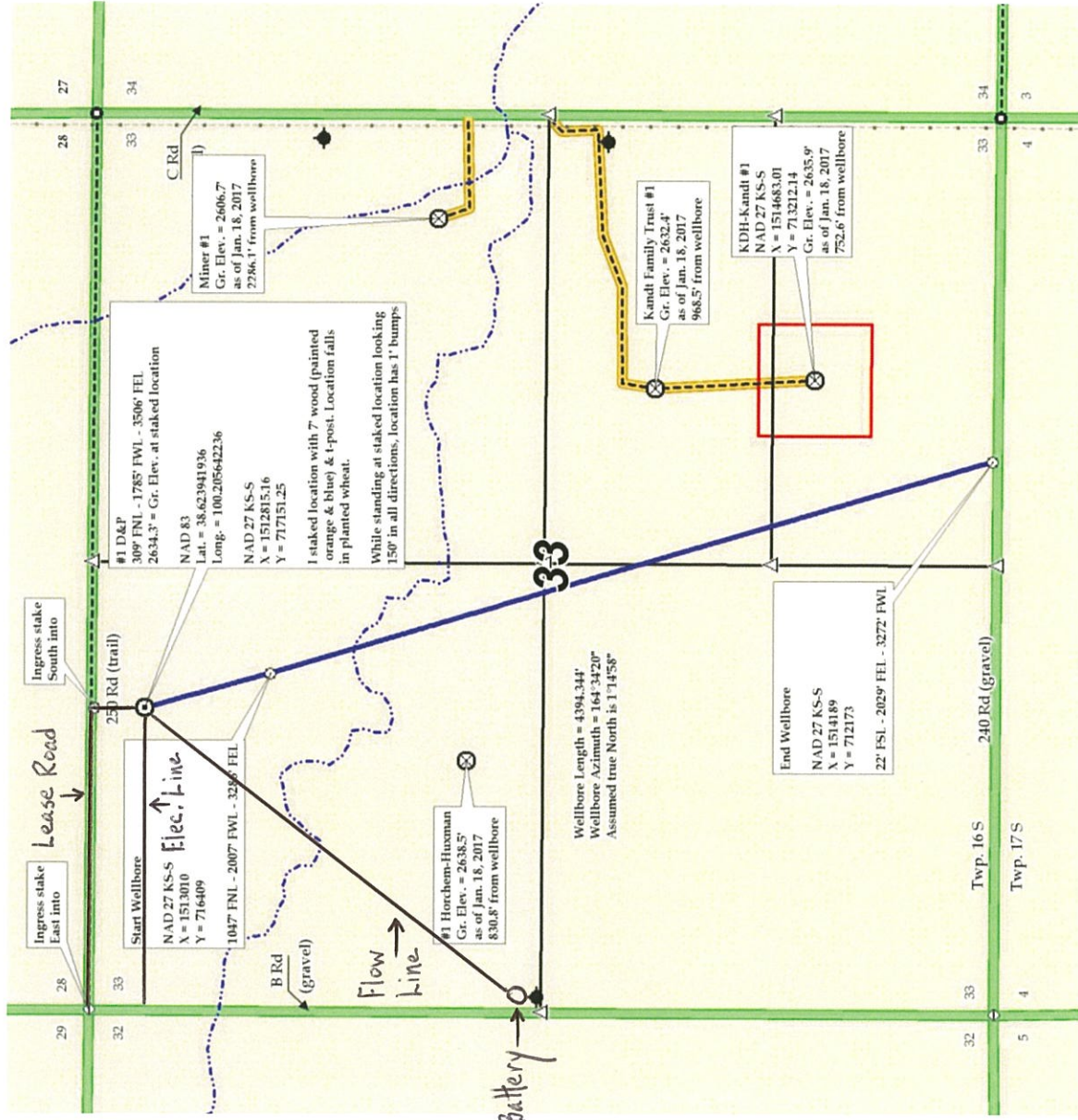


SCALE: 1" = 1000'
DATE STAKED: Jan. 18th, 2017
MEASURED BY: Bryen M.
DRAWN BY: Bryen M.
AUTHORIZED BY: Klee W. & Nick G.
DATE REVISED:



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COUNTY

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13276
INVOICE NO.

LEGEND

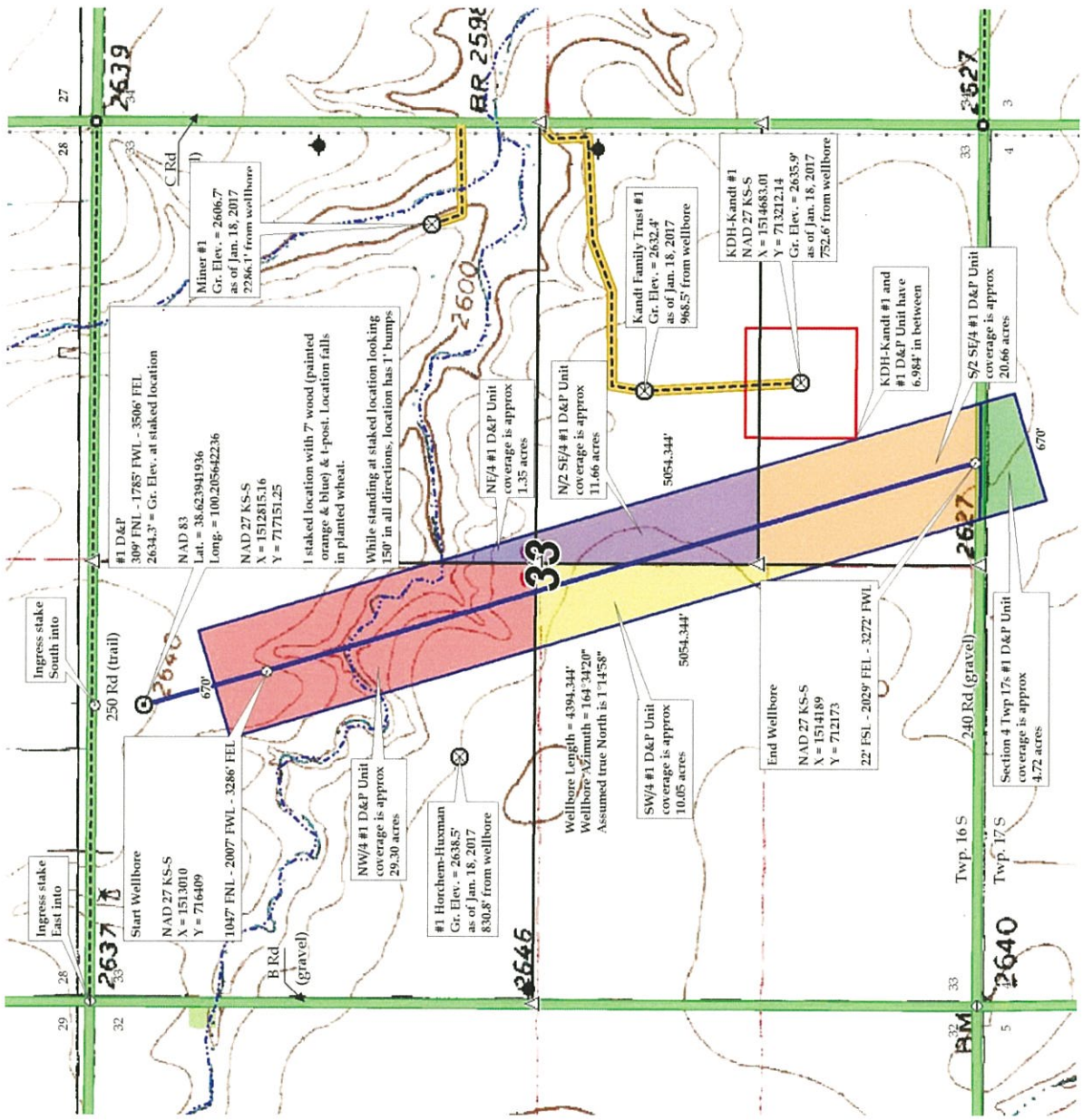
- irr. well
- water hydrant
- tank battery
- staked loc.
- prod. well/aband. well
- house
- building
- gas line
- water line
- transmission powerline
- 3 phase powerline
- single phase powerline
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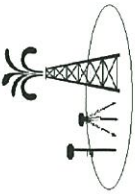
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SCALE: 1" = 100'
DATE STAKED: Jan. 18th, 2017
MEASURED BY: Bryen M.
DRAWN BY: Bryen M.
AUTHORIZED BY: Klee W. & Nick G
DATE REVISED:

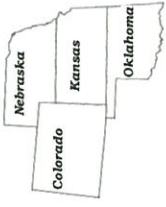




33-16s-26w-BAR-999
CRD NO.

PRO-STAKE
LLC

13276
INVOICE NO.



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COUNTY

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Sec Twp Ring.

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LOCATION SPOT

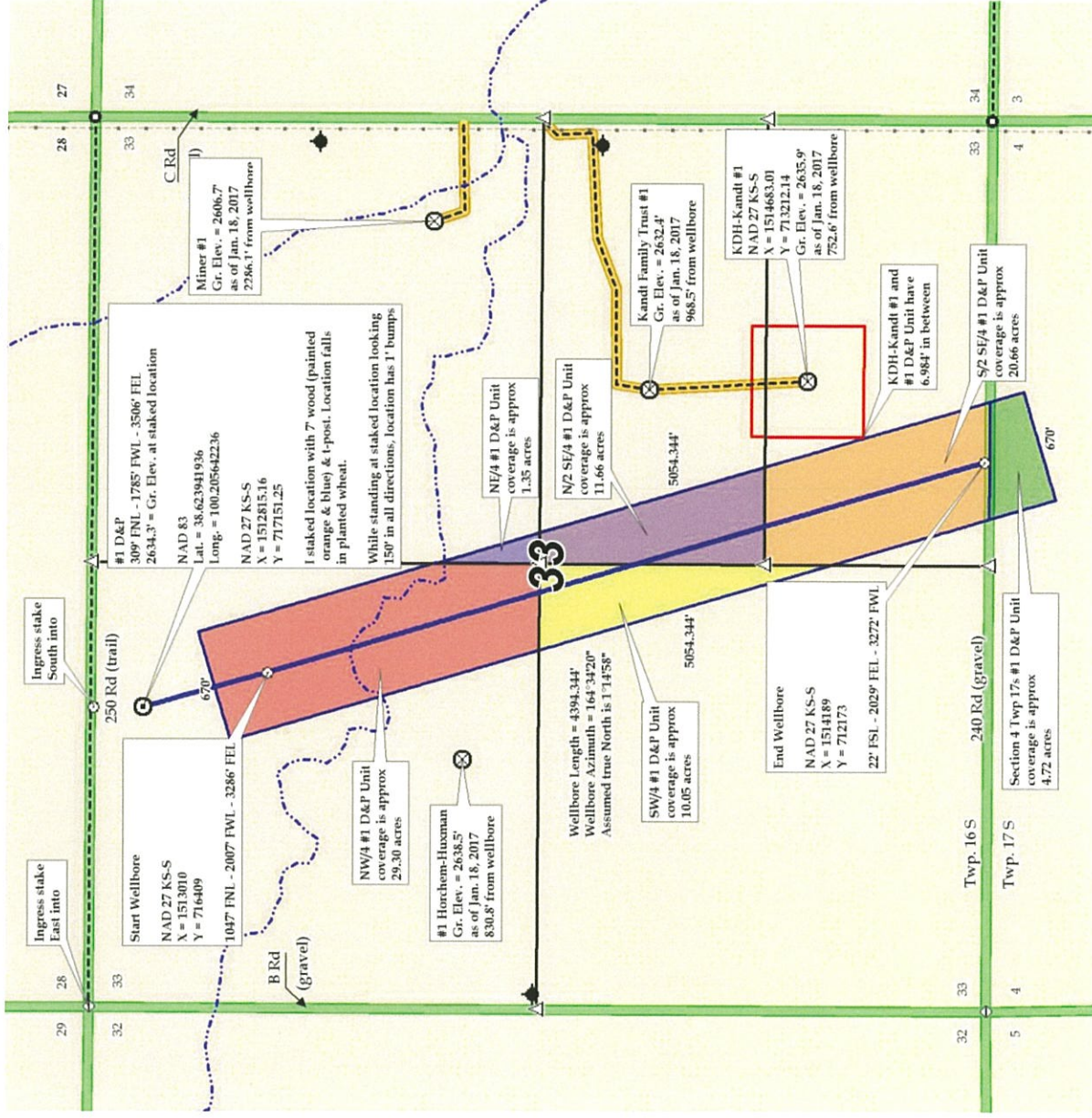
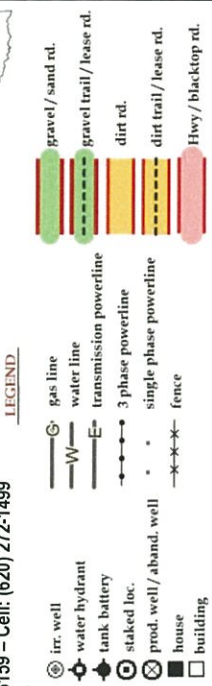
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DRAWN BY: Bryen M
AUTHORIZED BY: Klee W. & Nick G
DATE REVISED:



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AMENDMENT TO OIL AND GAS LEASE

WHEREAS, the following oil and gas lease:

Lessor: David P. Horchem, a single person
County: Ness County, KS
Lessee: Palomino Petroleum, Inc.
Date: September 29, 2006
Lease Recorded: Book 304, Page 635
Legal Description: NW/4 Section 33, Township 16 South, Range 26 West

was executed and delivered by the lessor named therein, and the undersigned now desires to amend said lease and any extensions of said lease as set out below.

NOW, THEREFORE, the undersigned does hereby amend said oil and gas lease by amending the "pooling paragraph" to add:

"Should a horizontal well be drilled, a unit or units not exceeding 80 acres shall be used for the land covered by this lease, or any portion thereof, with other land covered by another lease or leases, for unitization of oil. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved."

Said lease shall remain unchanged in all of their other terms and provisions, and the undersigned does hereby ratify and confirm said lease, as amended, to be in full force and effect according to the terms thereof.

Executed this 14 day of DECEMBER, 16, to be effective as of this date.

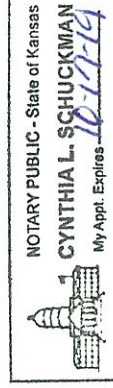
David P Horchem
David P. Horchem

ACKNOWLEDGEMENT

STATE OF Kansas) COUNTY OF Ness

The foregoing instrument was acknowledged before me this 14 day of December, 2016, by David P. Horchem, a single person.

Cynthia L. Schuckman
Notary public
Typed name: Cynthia L. Schuckman My commission expires: 10-17-19



Date Recorded: 12/23/2016 9:50:00 AM

AMENDMENT TO OIL AND GAS LEASE



WHEREAS, the following oil and gas lease:

Lessor: Paula Ann Huxman, a single person
County: Ness County, KS
Lessee: Palomino Petroleum, Inc.
Date: September 29, 2006
Lease Recorded: Book 304, Page 691
Legal Description: NW/4 Section 33, Township 16 South, Range 26 West

was executed and delivered by the lessor named therein, and the undersigned now desires to amend said lease and any extensions of said lease as set out below.

NOW, THEREFORE, the undersigned does hereby amend said oil and gas lease by amending the "pooling paragraph" to add:

"Should a horizontal well be drilled, a unit or units not exceeding 80 acres shall be used for the land covered by this lease, or any portion thereof, with other land covered by another lease or leases, for unitization of oil. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved."

Said lease shall remain unchanged in all of their other terms and provisions, and the undersigned does hereby ratify and confirm said lease, as amended, to be in full force and effect according to the terms thereof.

Executed this 14 day of December, 16, to be effective as of this date.

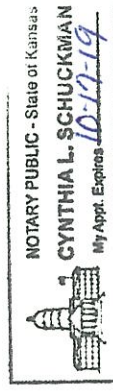
Paula Ann Huxman
Paula Ann Huxman

ACKNOWLEDGEMENT

STATE OF Kansas) COUNTY OF Ness)

The foregoing instrument was acknowledged before me this 14 day of December, 2016, by Paula Ann Huxman, a single person.

Cynthia L. Schuckman
Notary public
Typed name: Cynthia L. Schuckman My commission expires: 10-12-19



AMENDMENT TO OIL AND GAS LEASES

WHEREAS, the following oil and gas leases:

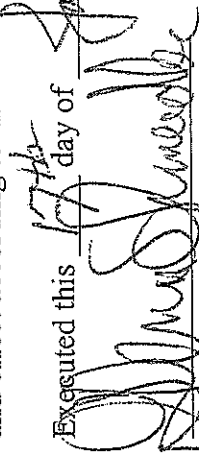

Lessors: See Exhibit A
County: Ness County, KS
Lessee: See Exhibit A
Date: March 16, 1976
Leases Recorded: See Exhibit A
Legal Description: NE/4 Section 33, Township 16 South, Range 26 West

were executed and delivered by the lessors named therein, and the undersigned now desires to amend said leases and any extensions of said leases as set out below.

NOW, THEREFORE, the undersigned does hereby amend said oil and gas lease by amending the "pooling paragraph" to add:

"Should a horizontal well be drilled, a unit or units not exceeding 80 acres shall be used for the land covered by this lease, or any portion thereof, with other land covered by another lease or leases, for unitization of oil. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved."


Said leases shall remain unchanged in all of their other terms and provisions, and the undersigned does hereby ratify and confirm said leases, as amended, to be in full force and effect according to the terms thereof.

Executed this 17th day of Jan., 2017, to be effective as of this date.

Mary J. Schmeidler, Trustee
Glenn & Mary Jane Schmeidler
Revocable Living Trust
dated September 23, 1997

Mary J. Schmeidler, Trustee
Glenn & Mary Jane Schmeidler
Revocable Living Trust
dated September 23, 1997

ACKNOWLEDGEMENT

STATE OF Kansas) COUNTY OF Ellis)

The foregoing instrument was acknowledged before me this 17 day of January 2017, Glenn L. Schmeidler, Trustee and Mary J. Schmeidler, Trustee of the Glenn & Mary Jane Schmeidler Revocable Living Trust dated September 23, 1997.


Notary public
Typed name: Gale Karlin

My commission expires: 7-17-19

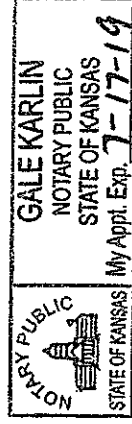


EXHIBIT A

Lease: Miner

Date: March 16, 1976
Lessor: Charles H. Miner and Louise Miner, h/w
Lessee: Sidwell Oil and Gas, Inc.
Description: Township 16 South, Range 26 West
Section 33: Northeast Quarter (NE/4)
Recorded: Book 118 at Page 229

Date: March 16, 1976
Lessor: Lois Miner, a widow
Lessee: Sidwell Oil and Gas, Inc.
Description: Township 16 South, Range 26 West
Section 33: Northeast Quarter (NE/4)
Recorded: Book 118 at Page 219

Date: March 16, 1976
Lessor: John Fred Miner and Louise Irene Miner, his wife
Lessee: Sidwell Oil and Gas, Inc.
Description: Township 16 South, Range 26 West
Section 33: Northeast Quarter (NE/4)
Recorded: Book 118 at Page 221

Date: March 16, 1976
Lessor: Harold Brent Miner & Barbara Jean Miner, his wife
Lessee: Sidwell Oil and Gas, Inc.
Description: Township 16 South, Range 26 West
Section 33: Northeast Quarter (NE/4)
Recorded: Book 118 at Page 223

Date: March 16, 1976
Lessor: Charles Dennis Miner and Judith A. Miner, his wife
Lessee: Sidwell Oil and Gas, Inc.
Description: Township 16 South, Range 26 West
Section 33: Northeast Quarter (NE/4)
Recorded: Book 118 at Page 225

Date: March 16, 1976
Lessor: Edna Miner Laird and Bill Eugene Laird, her husband
Lessee: Sidwell Oil and Gas, Inc.
Description: Township 16 South, Range 26 West
Section 33: Northeast Quarter (NE/4)
Recorded: Book 118 at Page 227

Date: March 16, 1976
Lessor: Grace Evelyn Forbes, a widow
Lessee: Sidwell Oil and Gas, Inc.
Description: Township 16 South, Range 26 West
Section 33: Northeast Quarter (NE/4)
Recorded: Book 118 at Page 231

All in Ness County, Kansas



AMENDMENT TO OIL AND GAS LEASE

WHEREAS, the following oil and gas lease:

Lessor: Patricia K. Bentley, a single person
County: Ness County, KS
Lessee: Palomino Petroleum, Inc.
Date: December 19, 2014
Lease Recorded: Book 375, Page 710
Legal Description: SW/4 Section 33, Township 16 South, Range 26 West

was executed and delivered by the lessor named therein, and the undersigned now desires to amend said lease and any extensions of said lease as set out below.

NOW, THEREFORE, the undersigned does hereby amend said oil and gas lease by amending the "pooling paragraph" to add:

"Should a horizontal well be drilled, a unit or units not exceeding 80 acres shall be used for the land covered by this lease, or any portion thereof, with other land covered by another lease or leases, for unitization of oil. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved."

Said lease shall remain unchanged in all of their other terms and provisions, and the undersigned does hereby ratify and confirm said lease, as amended, to be in full force and effect according to the terms thereof.

Executed this 16 day of December, 2016 to be effective as of this date.

Patricia K Bentley
Patricia K. Bentley

ACKNOWLEDGEMENT

STATE OF CALIFORNIA) COUNTY OF RIVERSIDE

The foregoing instrument was acknowledged before me this 16th day of DECEMBER 2016, by Patricia K. Bentley, a single person.

Corinne A. Helenius

Notary public

Typed name: CORINNE A. HELENIOUS My commission expires: 10-6-2020





AMENDMENT TO OIL AND GAS LEASE

WHEREAS, the following oil and gas lease:

Lessor: Thomas Lee Bentley, a married man never having lived in Kansas during his married life
County: Ness County, KS
Lessee: Palomino Petroleum, Inc.
Date: December 19, 2014
Lease Recorded: Book 375, Page 773
Legal Description: SW/4 Section 33, Township 16 South, Range 26 West

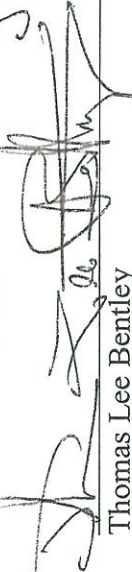
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NOW, THEREFORE, the undersigned does hereby amend said oil and gas lease by amending the "pooling paragraph" to add:

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Executed this 13th day of JANUARY, 2017, to be effective as of this date.


Thomas Lee Bentley

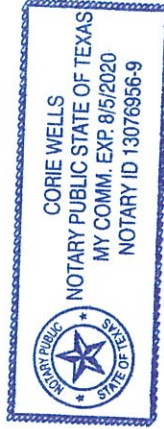
STATE OF KANSAS) COUNTY OF TRAVIS
ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 13th day of JANUARY, 2017, by Thomas Lee Bentley, a married man never having lived in Kansas during his married life.



Notary public
Typed name: CORIE WELLS

My commission expires: 8/5/2020





AMENDMENT TO OIL AND GAS LEASE

WHEREAS, the following oil and gas lease:

Lessor: Paul O. Kandt and Neoma A. Kandt, Trustees of the
Kandt Family Living Trust

County: Ness County, KS
Lessee: Palomino Petroleum, Inc.
Date: February 15, 2008

Lease Recorded: Book 314, Page 687
Legal Description: N/2 SE/4 Section 33, Township 16 South, Range 26 West

was executed and delivered by the lessor named therein, and the undersigned now desires to amend said lease and any extensions of said lease as set out below.

NOW, THEREFORE, the undersigned does hereby amend said oil and gas lease by amending the "pooling paragraph" to add:

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Executed this 14 day of December 2016, to be effective as of this date.

Paul O. Kandt TRUSTEE
Paul O. Kandt, Trustee
Kandt Family Living Trust

Neoma A. Kandt, Trustee
Neoma A. Kandt, Trustee
Kandt Family Living Trust

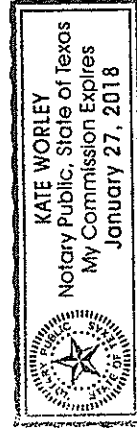
ACKNOWLEDGEMENT

STATE OF Texas) COUNTY OF Denton

The foregoing instrument was acknowledged before me this 14th day of December 2016, by Paul O. Kandt, Trustee and Neoma A. Kandt, Trustee of the Kandt Family Living Trust

Kate Worley
Notary public
Typed name: Kate Worley

My commission expires: January 27, 2018



AMENDMENT TO OIL AND GAS LEASE

WHEREAS, the following oil and gas lease:

Lessor: Karen Diane Hausman, President, K.D.H. Enterprises, LLC
Karen Diane Hausman, Manager, K&R Farms, LLC

County: Ness County, KS
Lessee: Palomino Petroleum, Inc.
Date: February 12, 2008

Lease Recorded: Book 315, Page 365
Legal Description: S/2 SE/4 Section 33, Township 16 South, Range 26 West

was executed and delivered by the lessor named therein, and the undersigned now desires to amend said lease and any extensions of said lease as set out below.

NOW, THEREFORE, the undersigned does hereby amend said oil and gas lease by amending the "pooling paragraph" to add:

"Should a horizontal well be drilled, a unit or units not exceeding 80 acres shall be used for the land covered by this lease, or any portion thereof, with other land covered by another lease or leases, for unitization of oil. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved."

Said lease shall remain unchanged in all of their other terms and provisions, and the undersigned does hereby ratify and confirm said lease, as amended, to be in full force and effect according to the terms thereof.

Executed this 16 day of December, 2016 to be effective as of this date.

Karen Diane Hausman

Karen Diane Hausman, President
K.D.H. Enterprises, LLC

Karen Diane Hausman

Karen Diane Hausman, Manager
K&R Farms, LLC

ACKNOWLEDGEMENT

STATE OF Colorado) COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 16th day of December, 2016, by Karen Diane Hausman, President, K.D.H. Enterprises, LLC and Manager, K&R Farms, LLC.

Jolene T. Holloway

Notary public

Typed name: Jolene T. Holloway

My commission expires: August 6, 2019



AMENDMENT TO OIL AND GAS LEASE

WHEREAS, the following oil and gas lease:

Lessor: Nadra Ozell Johnson and James P. Johnson

County: Ness County, KS

Lessee: Palomino Petroleum, Inc.

Date: January 25, 2006

Lease Recorded: Book 300, Page 57

Legal Description: NE/4 Section 4, Township 17 South, Range 26 West

was executed and delivered by the lessor named therein, and the undersigned now desires to amend said lease and any extensions of said lease as set out below.

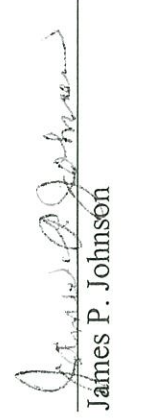
NOW, THEREFORE, the undersigned does hereby amend said oil and gas lease by amending the "pooling paragraph" to add:

"Should a horizontal well be drilled, a unit or units not exceeding 80 acres shall be used for the land covered by this lease, or any portion thereof, with other land covered by another lease or leases, for unitization of oil. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved."

Said lease shall remain unchanged in all of their other terms and provisions, and the undersigned does hereby ratify and confirm said lease, as amended, to be in full force and effect according to the terms thereof.

Executed this 27 day of Dec, 2016, to be effective as of this date.

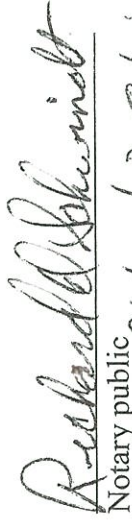

Nadra Ozell Johnson


James P. Johnson

ACKNOWLEDGEMENT

STATE OF KANSAS COUNTY OF NESS

The foregoing instrument was acknowledged before me this 17 day of January, 2017, by Nadra Ozell Johnson and James P. Johnson, her husband.


Notary public

Typed name: Richard D. Schwindt

My commission expires: 05-08-17

RICHARD D. SCHWINDT
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 05-08-17