



63U (Rev. 1993)

OIL AND GAS LEASE



		OIL AND G	INO LENDE		www.kbp.com-кbp@/pp.com
AGREEMENT, I	Made and entered into the	day of April			2011
by and betweenGayl-	on E. Mendenhall and Da	rlene F. Mendenhall, Tru	ustees of the Gaylon E. N	/lendenhall Revocable 1	Trust
dated	11-22-99				
whose mailing address is	6048 Sunset Drive Gu	iymon, OK 73942		hereinafter called Less	sor (whether one or more),
and Palomino Petr	roleum, Inc.			. M. 1815	
					hereinafter caller Lessee:
of investigating, exploring constituent products, inje- and things thereon to product	mition of One and More of the royaldes herein provided a g by geophysical and other meaning gas, water, other floids, and a duce, save, take care of, treat, manu nerefrom, and housing and others!	s, prospecting drilling, mining a sir into subsurface strata, laying p ifacture, process, store and trans	und operating for and producing pipe lines, storing oil, building tar port sald oil, liquid hydrocarbons,	oli, liquid hydrocarbons, all ga nks, power stations, telephone li gases and their respective const	ises, and their respective ines, and other structures itsent products and other
therein situated in County		Sc	ute of Kansas		scribed 23 follows to-wit:
		Township 16 South, R Section 3: E/2; E/2 SV Section 4: N/2 NE/4	<u>Range 27 West</u> N/4; SE/4 NW/4; N/2 NW	<i>1</i> /4	
In Section	Township	Range	and containing 65	54	eres, more or less, and all
accretions thereto.	•	<u> </u>	T1:	this date (called "primary term	"), and or long thereafter
	ovisions herein contained, this feas is, gas or other respective constitue of the premises the asid lessee cove		roduced from said land or land w	rith which said land is pooled.	
	a the credit of leasor, free of cost, i		any connect wells on said land, th	re equal one eighth (%) part of a	li oil produced and saved
2nd. To pay less at the market price at the premises, or in the menu-	sor for gas of whatscever nature of a well, (but, as to gas sold by lesse facture of products therefrom, said 1.00) per year per net mineral acre	e, in no eyent more than one-ei	ghih (!\$) of the proceeds received . Where gas from a well producin	by leases from such spics), for my man only is not sold or used,	the gos sois, used ois the lesses may pay or tender
of this lease or any exten found in paying quantific if said lessor own	to maintained during the primary usion thereof, the lessee shall have as, this lease shall continue and be us a less interest in the above de-	the right to drill such well to c in force with like effect as if suc cribed land than the entire and	completion with reasonable dilige th well had been completed withir d undivided fee simple estate the	nce and dispatch, and if oil or ; a the term of years first mention	gas, or either of them, he led.
	e proportion which lessor's interest the right to use, free of cost, gas, o			, except water from the wells of	lessor.
	oy lessor, lessee shall bury lessee's irilled nearer than 200 feet to the h		sea without written consent of les	rior.	
	for damages caused by lessee's ope the right at any time to remove al			ight to draw and samples essing	_
If the estate of e executors, administrators lessee has been furnished	the tight at any time to remove an hither party hereto is assigned, an , successors or assigns, but no ch i with a written transfer or assigns ed portion or portions arising subs	id the privilege of assigning in sange in the ownership of the ment or a true copy thereof. In c	whole or in part is expressly all land or assignment of tentals or eac lessee assigns this lease, in w	llowed, the covenants hereof she royalties shell be binding on	all extend to their heirs, the leasee until after the
Lessee may at an	ny time execute and deliver to less auch portion or portions and be rei	or or place of record a release o	or releases covering any portion	or portions of the above describ	ed premises and thereby
All express or imp	plied covenants of this lesse shall cases held liable in damages, for fo	be subject to all Federal and St	tate Laws, Executive Orders, Ruli	es or Regulations, and this lease uch failure is the result of, any	shall not be terminated, such Law, Order, Rule or
Regulation. Lessor hereby was any mortgages, taxes or e signed lessors, for themse	rrants and agrees to defend the titl other liens on the above described elves and their heirs, successors a	e to the lands herein described, a lands, in the event of default of no assigns, hereby surrender a	and agrees that the lessee shall be I payment by lessor, and be subn nd telesse all right of dawer and	ave the right at any time to redec	em for lessor, by payment or thereof, and the under-
Leave, at its opti immediate vicinity theres conservation of oil, gas o or units not exceeding 40 record in the conveyance	is homestend may in any way uffec- ion, is hereby given the right and of, when in lessee's judgment it is to other minerols in and under an acree such in the sevent of an all records of the county in which is records of the county in which is it shall be treated, for all purposes use, it shall be treated as if product on specified, lessor shall receive o oyally interest therein on an access.	power to pool or combine the so is necessary or advisable to do d that may be produced from an well, or into a unit or units not the land herein lessed is situat	reage covered by this lease or are so in order to properly develop ild premises, such pooling to be of exceeding 640 acres each in the ted an instrument identifying or	o and operate said lease promis if tracts contiguous to one anoti event of a gas well. Lessee sha and describing the pooled acress	her and to be into a unit the execute in writing and go. The entire acreage so his lease If moduction is
	rised of two (2) separate l				
	n <u>, Renge 27 West</u> E/2; E/2 SW/4; SE/4 NW/ N/2 NW/4; Section 4: N/2				
This lease shall be	considered for all purpose	es a separate lease on e	each tract.		
See ADDENDUM a	attached hereto and made	a part hereof.			
IN WITHESS WH Witheses: Layin E. Gaylon E. Menden		this instrument as of the day on		<u>Nendonkall, J</u> (Trustee	vist <u>e</u> z)

Gaylon E. Mendenhall Revocable Trust dated 11-22-99

Gaylon E. Mendenhall Revocable Trust dated 11-22-99

COUNTY OF The foregoing instrument was acknowledged before me this 29th day of hy Gaylon E. Mendenhall and Darlene F. Mendenhall, Trustees of the Revocable Trust dated 11-22-99 My commission expires	STATE OF Oklahoma			
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STATE OF	10-12-14		Jane Dha	~ -
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Notary Public Notary	by		and	
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My commission expires	COUNTY OF	before me this day of		OkCoNe)

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Notary Public

ADDENDUM to Oil and Gas Lease, dated April 25th, 2011 by and between:

Gaylon E. Mendenhall and Darlene F. Mendenhall, Trustees of the Gaylon E. Mendenhall Revocable Trust dated 11-22-99 hereinafter referred to as Lessor and

PALOMINO PETROLEUM, INC.

hereinafter referred to as Lessee:

This Addendum is a part of that certain Oil and Gas Lease identified above by date and parties, covering the E/2; E/2 SW/4; SE/4 NW/4; N/2 NW/4 Section 3 and N/2 NE/4 Section 4 Township 16 South, Range 27 West, LANE COUNTY, KANSAS, and containing 654 acres, more or less. The following provisions are part of the above-described oil and gas lease, and if there is any conflict between these provisions and the provisions of the form Oil and Gas Lease then the following provisions shall apply, take precedence and control:

- Lessee agrees to maintain all well sites or other area used by its operations reasonably
 free of weeds and in doing so shall not use salt or any chemical which will damage or
 reduce the land's fertility.
- At the expiration of the primary term of the lease the Lessee shall release and record the same of record all zones and horizons below the deepest depth drilled on any well drilled on the leased premise or premises unitized therewith.
- 3. Lessee shall be liable for and agrees to pay for all damages to the land, livestock, crops (including grass) and improvements on said land caused by Lessee's operations and in the absence of greater damages being shown to exist agrees to pay minimum of \$1,500 for a dry hole or \$2,000 for a producing well on dryland farm land and grassland for ordinary location damages as to each well drilled on said land and a minimum of \$15 per rod on dryland farmland and grass for any pipeline right of way plus damages, if any, whether connecting to the well on the premises or not.
- 4. In case of actual production royalty payments or shut-in, royalty payments shall never 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. Any deficiency shall be promptly paid upon Lessor's request for payment.
- 5. If Lessee conducts any of its operations upon land on which there exists native grass or CRP grass, it will re-seed the grass as soon as possible after completion of its operation which damages or destroys the grass until a stand sufficient to cover the damaged area is obtained. All pits and areas containing equipment or chemicals, production facilities or equipment installed upon the land will be fenced and enclosed so as to prevent livestock from being able to reach the facilities, pits or equipment and if a break of any fence is made, Lessee will install and maintain cattle guard at the point of each such break.

- 6. In the event a well or wells producing oil and/or gas should be brought in on land adjacent to the leased premises, Lessee agrees to commence the drilling of such offset well or wells as a reasonable prudent operation would under the same or similar circumstances. If oil and /or gas is discovered on the land covered by this lease, or on lands pooled therewith, Lessee agrees to further develop said land covered by this lease as a reasonable prudent operation would under the same or similar circumstances.
- 7. Notwithstanding any provision of this lease to the contrary, this is a paid-up lease and all delay rentals necessary to extend this lease to the end of its primary term have been paid and accepted in advance.
- 8. This lease and all its terms, conditions and stipulations shall extend to and be binding on all the heirs, grantees, administrators, executors or assigns of Lessor and Lessee.

By <u>Jacky S. Mandenhall</u>, Trustee

By <u>January J. Mendenhall</u>, <u>Jacks</u>

By <u>January J. Mendenhall</u>, <u>Jacks</u>

Darlene F. Mendenhall, Trustee

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6311 (Rev. 1993



Oil	. AND GAS LEASE	09-115	Wichite, KS 67201-0792 310-201-0344-254-5105 for www.lbp.com-lbp@lbp.com
AGREEMENT, Made and entered into the 25th day	at April		2011
by and between Leland D. Chapman and Sandra J. Chap	man, Trustees of the Chapman L	iving Trust dated 3-18-10	
104 N. Jackson Avenue 140 A.			
whose mailing address is 104 N. Jackson Avenue Utica, K. Palomino Petroleum, Inc.	5 67584	heroinafter colled Les	sor (whether one or more),
and Talentino Caroleani, Mc.			
Lessor, in consideration of One and More	······································		, hereinafter caller Lesace:
Lessor, in consideration of the royalites herein provided and of the agree is here acknowledged and of the royalites herein provided and of the agree of investigating, exploring by geophysical and other means, prospecting constituent products, injecting gas, water, other fluids, and at into subsurfur and things thereon to produce, save, take care of, treat, manufacture, process products manufactured therefrom, and housing and otherwise caring for its therein situated in County of Lane	ments of the lessee herein contained, hereb drilling, mining and operating for and prod the strata, laying pipe lines, storing oil, build the storing of the storing oil build	y grants, leases and lets exclusively u lucing oil, liquid hydrocathons, all g ling unks, power stations, telephone thons, gases and their respective con- ogether with any several onary rights a	ases, and their respective lines, and other structures
<u>Townshir</u> Section 3	o 16 South, Range 27 West b: E/2; E/2 SW/4; SE/4 NW/4		
In Section, Township Ra	nge and containin	, 460	serra, more or leas, and all
accretions thereto.	Thron(3)		
Subject to the provisions herein contained, this iceae shalt remain as oil, liquid hydrocarbons, gas ar other respective constituent products, or in consideration of the premises the said leasee covenants and agri	any of them, is produced from said land or l	land with which said land is pooled.	•
lat. To deliver to the credit of lessor, free of cost, in the pipe line from the leased premises.		and, the equal one-eighth (%) part of	nil oil produced and saved
2nd. To pay leasor for gas of whatsoever nature or kind producer at the market price at the well, (but, as to gas sold by lease, in no event, premises, or in the manufacture of products thereform, soid payments to be as coyally One Dollar (\$1.00) per year per net mineral acre retained here meaning of the preceding paragraph.	more than one-eighth (%) of the proceeds re- se made monthly. Where was from a well pr	ceived by leasee from such asics), for aductor was only is not sold or used	the gas sold, used off the
This lease may be maintained during the primary term hereof wi of this lease or any extension thereof, the lease shall have the right to de	ill such well to completion with reasonable	diligence and dispatch, and if oil or	ens, or either of them, he
If said lessor owns a less interest in the above described land the	ke effect as if such well had been completed an the entire and undivided fee simple esta	within the term of years limb mention	sed.
he and itseer only in the proportion which leasor's interest bears to the wi Leases shall have the right to use, frze of cost, gas, oil and water p	hole and undivided fee.		
When requested by lessor, lessee shall bury lessee's pipe lines below No well shall be drilled nearer than 200 feet to the house or barn as	plow depth.		
Lessee shall pay for damages caused by lessee's operations to grow	ing crops on said land.		
Lessee shall have the right at any time to remove all machinery an If the estate of either party hereto is nesigned, and the privilege executors, administrators, successors or assigns, but no change in the or essee has been furnished with a written transfer or assignment or a true with respect to the assigned portion or portions arising a subrequent to the di	of sasigning in whole or in part is express wherehip of the land or sesignment of rent copy thereof. In case leases assigns this leas	aly pilowed, the covenants hereof al-	sall extend to their heirs,
Lessee may at any fims execute and deliver to lessor or place of a surrender this lesse as to such portion or portions and be relieved of all obli-	ecord a release or releases covering any po guitons as to the acreage surrendered.	rtion or partions of the above describ	ed premises and thereby
All express or implied covenants of this lease shall be subject to all a whole or in part, nor leases held liable in damages, for failure to comply	ll Federal and State Laws, Executive Orden therewith, if compliance is prevented by, c	s, Rules or Regulations, and this lease or if such fallure is the result of, any	e shall not be terminated, such Law, Order, Rule or
regulation. Leasor hereby warrants and agrees to defend the title to the lands h my mortgages, taxes or other liens on the above described lands, in the c igned leasors, for themselves and their heirs, successors and assigns, het	erein described, and agrees that the lessee st rent of default of payment by lessor, and be aby surrender and release all right of daw	nall have the right at any time to rede a subrogated to the rights of the hold er and homestead in the aremises d	em for lessor, by payment
seath night of nower and homestead may in any way affect the purposes for Lessee, at its option, is hereby given the right and power to used o	or which this lease is made, as recited hereit r combine the acressa covered by this lease	n. granv portion thereof with ather le	nd. lease or leases in the
mmediate vicinity thereof, when in lease's judgment it is necessary or onnervetion of oil, gas or other officeals in and under and that may be or units not exceeding 40 acres such in the event of an oil well, or into a record in the conveyance records of the county in which the land help pooled into a tract or unit shall be treated, for all purposes except the pay- ound on the pooled acresse, it shall be treated as if production is the pay- ound on the pooled acresse, it shall be treated as if production is not oyalities elsewhere herein specified, beser shall receive on production for olaced in the unit or his royalty interest therein on an acresse basis bears is	ireduced from said premises, such pooling tuit or units not exceeding 640 series each it leased is eituated an instrument identify ment of royalties on production from the per it this lease, whether the well or wells be loce from a unit as pooled only such portion of	o be of tracts contiguous to one anot in the event of a gas well. Lesses she ing and describing the pooled acress poled unit, as if it were included in it stard on the premises covered by this in the royalty stipulated herein as the	her and to be into a unit Il executs in writing and ye. The entire acreage so its lease. If production is ease or not. In fley of the
See ADDENDUM attached hereto and made a part here	of.		
IN WITNESS WHEREOF, the undersigned execute this instrument	us of the day and year first above written,		
Illnesses:	•	Ch. was	
eland D. Chapman, Trustee	Sandra 9. Sandra J. Chapman	ı, Trustee	-
Chapman Living Trust dated 3-18-10	Chapman Living T	rust dated 3-18-10	

My commission expires	Leland D. Chanman and San	knowledged before me thi	of the Charman I T	χ	201
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ration, on behalf of the corporation.	tion, on behalf of the corner	ntion.	D		

ADDENDUM to Oil and Gas Lease, dated April 25th, 2011 by and between:

Leland D. Chapman and Sandra J. Chapman, Trustees of the Chapman Living Trust dated 3-18-10

hereinafter referred to as Lessor and

PALOMINO PETROLEUM, INC.

hereinafter referred to as Lessee:

This Addendum is a part of that certain Oil and Gas Lease identified above by date and parties, covering the E/2; E/2 SW/4; SE/4 NW/4 Section 3 Township 16 South, Range 27 West, LANE COUNTY, KANSAS, and containing 460 acres, more or less. The following provisions are part of the above-described oil and gas lease, and if there is any conflict between these provisions and the provisions of the form Oil and Gas Lease then the following provisions shall apply, take precedence and control:

- Lessee agrees to maintain all well sites or other area used by its operations reasonably free of weeds and in doing so shall not use salt or any chemical which will damage or reduce the land's fertility.
- At the expiration of the primary term of the lease the Lessee shall release and record
 the same of record all zones and horizons below the deepest depth drilled on any well
 drilled on the leased premise or premises unitized therewith.
- 3. Lessee shall be liable for and agrees to pay for all damages to the land, livestock, crops (including grass) and improvements on said land caused by Lessee's operations and in the absence of greater damages being shown to exist agrees to pay minimum of \$1,500 for a dry hole or \$2,000 for a producing well on dryland farm land and grassland for ordinary location damages as to each well drilled on said land and a minimum of \$15 per rod on dryland farmland and grass for any pipeline right of way plus damages, if any, whether connecting to the well on the premises or not.
- 4. In case of actual production royalty payments or shut-in, royalty payments shall never 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. Any deficiency shall be promptly paid upon Lessor's request for payment.
- 5. If Lessee conducts any of its operations upon land on which there exists native grass or CRP grass, it will re-seed the grass as soon as possible after completion of its operation which damages or destroys the grass until a stand sufficient to cover the damaged area is obtained. All pits and areas containing equipment or chemicals, production facilities or equipment installed upon the land will be fenced and enclosed so as to prevent livestock from being able to reach the facilities, pits or equipment and if a break of any fence is made, Lessee will install and maintain cattle guard at the point of each such break.

- 6. In the event a well or wells producing oil and/or gas should be brought in on land adjacent to the leased premises, Lessee agrees to commence the drilling of such offset well or wells as a reasonable prudent operation would under the same or similar circumstances. If oil and /or gas is discovered on the land covered by this lease, or on lands pooled therewith, Lessee agrees to further develop said land covered by this lease as a reasonable prudent operation would under the same or similar circumstances.
- 7. Notwithstanding any provision of this lease to the contrary, this is a paid-up lease and all delay rentals necessary to extend this lease to the end of its primary term have been paid and accepted in advance.
- 8. This lease and all its terms, conditions and stipulations shall extend to and be binding on all the heirs, grantees, administrators, executors or assigns of Lessor and Lessee.

By ABA OD Chapman
Leland D. Chapman, Trustee

By <u>dandra</u> 9. Chapma Sandra J. Chapman, Trustee



63U (Rev. 1993)	OIL AND G	AS LEASE	09-115	Wicks, K5 87201-0783 318-201-8344-284-5185 fax www.kbp.com-kbp@ktp.com
A COMPANY AND A STATE OF THE ST	25th April			2011
AGRZEMENT, Made and entered into the	day ofday of	the Lorena M. Kellogg	Living Trust dated 4	15-05
- · · · · · · · · · · · · · · · · · · ·				
3306 Thunderbird	Drive Hays, KS 67601			
hose mailing address is Inc.			hereinafter colle	d Lessor (whether one or more
)4				, hereinafter caller Lesse
Lessor, in consideration of One and Mor shere acknowledged and of the royalites herein pro- of investigating, exploring by geophysical and other constituent products, injecting gas, water, other fluid- und things thereon to produce, save, take eare of, treat products manufactured therefrom, and housing and of herein situated in County of Lane	means, prospecting drilling, mining : , and air into subsurface strata, laying ; , manufacture, process, store and trans therwise caring for its employees, the	ee herein contained, hereby grand operating for and producir plpe lines, storing oil, building page said oil liquid hydrogarbor	ants, leases and lots exclusiving oil, liquid hydrocarbons, tanks, power stations, telep	, au gases, and their respective hone lines, and other structure constituent products and othe
	Township 16 South, F Section 3: E/2; E/2 S/	Range 27 West N/4; SE/4 NW/4		
n Section Township	Range	and containing	460	peres, more or less, and a
cretions thereto.		775 (20)	on this date (called "primar	
Subject to the provisions herein contained, the oil, liquid hydrocarbons, gas or other respective co. In consideration of the premises the soid less	ee covenania and agrees:			
lat. To deliver to the credit of leasor, free o				
2nd. To pay leasor for gas of wholsoover not the market price at the welf, (but, as to gas sold itemities, or in the manufacture of products therefroe a royality One Dollar (\$1.00) per year per net mine teaming of the preceding paragraph.	oy lessee, in one event more than one-e m, said payments to be made monthly ral acre retained herounder, and if su	gn(n (%) of the proceeds receiv . Where gas from a well produ ch payment or tender is made	cing gas only is not sold or it will be considered that g	used, lessee may pay or tende as is being produced within th
This lease may be maintained during the p f this lease or any extension thereof, the lease sha ound in paying quantities, this lease shall continue	rimary term horeof without further po il have the right to drill such well to	syment or drilling operations. I completion with reasonable dil	If the lessee shall commone gence and dispatch, and if	e to drill a well within the terr oil or gas, or either of them, l
If said lessor owns a less interest in the ab	ove described land than the entire an	d undivided fee simple satate t	hin the term of years first n herein, then the royalties h	eccioned. erein provided for shall be pa
he said lessor only in the proportion which lessor's l Lessee shall have the right to use, free of cos	aterest bears to the whole and analyse	EC 166.		
When requested by lessor, lessee shall bury le No well shall be drilled mearer than 200 feet	essee's pipo lines below plow depth.			
Lessee shall pay for damages caused by lesse	er's operations to growing crops on sai	d land.		1
Leasee shall have the right at any time to re- If the estate of either party hereto is assig- executors, administrators, successors or assigns, bu- essee has been furnished with a written transfer or- with respect to the essigned portion or portlons arisis	ned, and the privilege of assigning it t no change in the ownership of the assignment or a true copy thereof. In	n whole or in part is expressly land or assignment of rentals case lessee assigns this lease, i	allowed, the covenants he	reof shall extend to their heir no on the lesses until after th
Leaste may at any time execute and deliver	to lessor or place of record a release	or releases covering any portion acresses surrendered.		
All express or implied covenants of this leas n whole or in part, nor leases held liable in damage	Control for the state of the Parkers and Co.	Into Laws Suppositive Orders 1	luice or Regulations, and th I such failure is the result o	is leuse shall not be terminate of, any such Law, Order, Rule :
regulation. Lessor hereby warrants and agrees to defend my mortgages, taxes or other liens on the above de ligned ressors, for themselves and their heirs, succe	seribed lands, in the event of delauft of serious of serious and applicable to the serious of th	nd release all right of dower		
a said right of dower and homestead may in any we Lessee, at its option, is hereby given the righ manedists vicinity thereof, when its lesses's judgm conservation of oil, gas or other minerals in and ut y unis not exceeding 40 series anch in the event of ecord in the conveyance records of the county in societ into a tract or unit shall be treated, for all p aund on the pooled screnge, it shall be treated as if systilice elsewhere herein specified, icasor shall re- laced in the unit or his royality interest therein on a	ht and power to pool or combine the a sent it is necessary or advisable to di der and that may be graduced from a fan all well, or into a unit or units no which the land harela leased is situ unposes except the payment of coyalit production is had from this lease, whereive on production from a unit so	creage covered by this lease on a so in order to properly deve asid premises, such pooling to be exceeding 640 acres each in leted an instrument identifying as on production from the pool either the well or wells be locate booled only such portion of the pool of the poo	se of tracts contiguous to of the event of a gas well. Les and describing the pooled ed unit, as if it were includ d on the premises covered b the royalty stipulated hereir	se another and to be into a un see shall execute in writing ar accesse. The entire accesses ed in this lease, If production within lease or not. In lieu of it
See ADDENDUM attached hereto and				
Lorena Mtelloy	receipt this instrument as of the day s	4 Johns	Hille	99
Lorené M. Kellogg, Trustee		Wilnfer E. Kellogg, T		
Lorena M. Kellogg Living Trust date	4-15-05	Lorena M. Kellogg	Living Trust dated 4	-15-05

STATE OF Kansas		ACKNOWLEDGMENT FO	R INDIVIDUAL (KsOkCoNe)	
The foregoing instrument w	LL IS	this 3 day of	MAY	2011
by	Lorena M. Kellogg an	d Wilmer E. Kellogg, Trustees	and of the Lorena M. Kellogg	,
	Living Trust dated 4-	15-05	/ 	
My commission expires	*r	ASCHLER	In Carelle	
	A State	of Kansas 6 G/28/13	Notary Public	
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My commission expires	77		Notary Public	
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My commission expires			Notary Public	
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OTTATE OF				
STATE OF			R CORPORATION (KsOkCoNe)	
The foregoing instrument w	as acknowledged before me	this day of		
by		a		
corporation, on behalf of the	e corporation.			
My commission expires			Notary Public	

ADDENDUM to Oil and Gas Lease, dated April 25th, 2011 by and between:

Lorena M. Kellogg and Wilmer E. Kellogg, Trustees of the Lorena M. Kellogg Living Trust dated 4-15-05

hereinafter referred to as Lessor and

PALOMINO PETROLEUM, INC.

hereinafter referred to as Lessee:

This Addendum is a part of that certain Oil and Gas Lease identified above by date and parties, covering the E/2; E/2 SW/4; SE/4 NW/4 Section 3 Township 16 South, Range 27 West, LANE COUNTY, KANSAS, and containing 460 acres, more or less. The following provisions are part of the above-described oil and gas lease, and if there is any conflict between these provisions and the provisions of the form Oil and Gas Lease then the following provisions shall apply, take precedence and control:

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 reduce the land's fertility.
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Lorena M. Kellogg, Trustee

Lorena M. Kellogg, Trustee

Wilmer E. Kelloga, Trustee