



14-17s-26w BAR-999
CRD NO.

00-17s-26w
DMT NO.

PRO-STAKE

LLC

Construction Site Staking

P.O. Box 2324 Garden City, Kansas 67846
Office/Fax: (620) 276-6159 – Cell: (620) 272-1499
burt@prostakellc.com

13722
INVOICE NO.



Palomino Petroleum Inc.
OPERATOR

Ness County, KS
COUNTY

NBS Unit #1
LEASE NAME

2506' FNL - 1786' FWL
LOCATION SPOT

2508.6'
GR ELEVATION

38.559674405
NAD 83 LAT

100.168299531
NAD 83 LONG

23 17s 26w
Sec. Twp. Rng.

SCALE: 1" = 1000'
DATE STAKED: March 16th, 2018
MEASURED BY: Bryen M.
DRAWN BY: Bryen M.
AUTHORIZED BY: Nick G.
DATE REVISED:



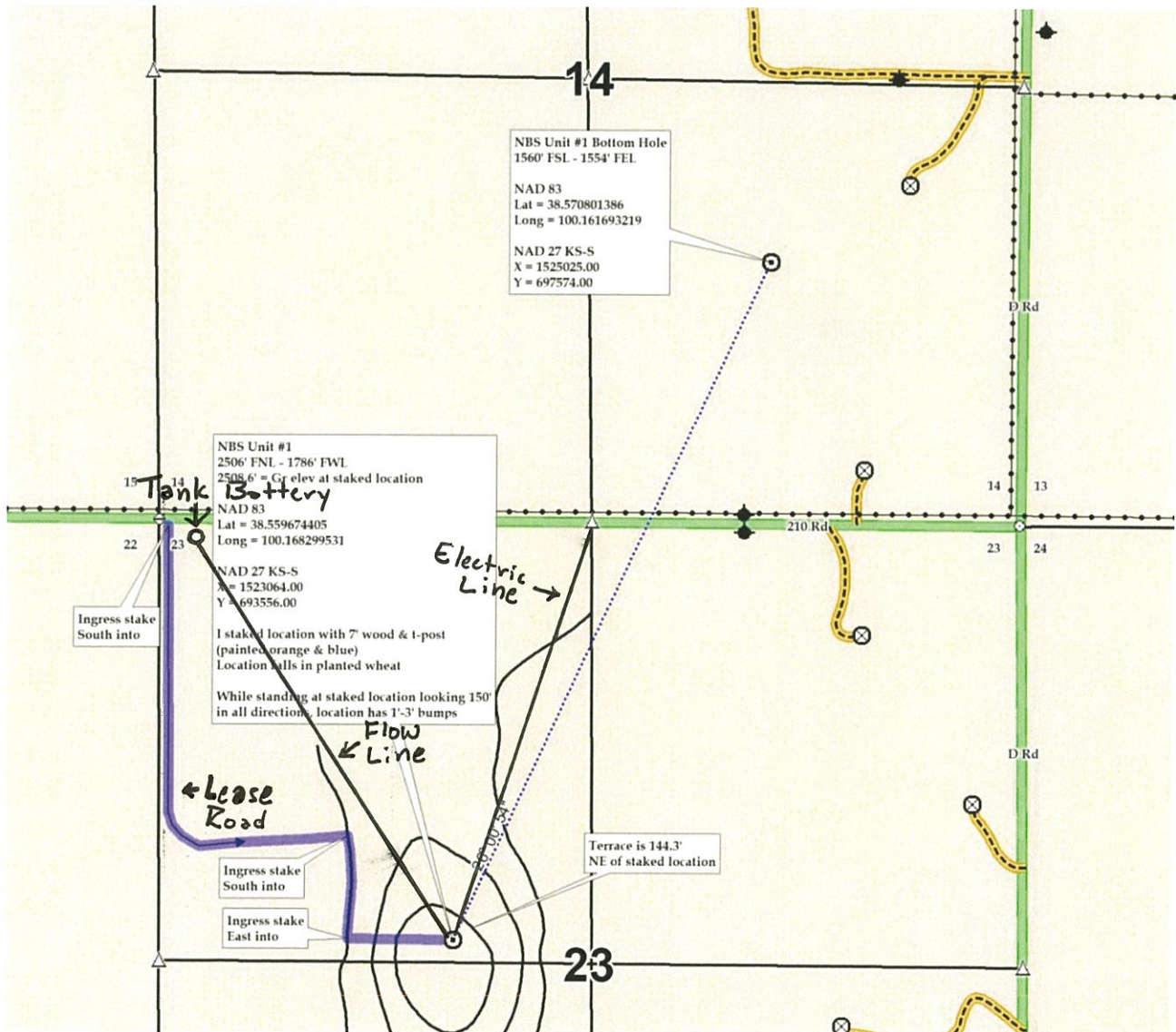
LEGEND

- ⊙ irr. well
- ⊕ water hydrant
- ⊙ tank battery
- ⊙ staked loc.
- ⊗ prod. well/aband. well
- house
- building
- G— gas line
- W— water line
- E— transmission powerline
- 3 phase powerline
- * * single phase powerline
- x—x— fence
- ▬ gravel/sand rd.
- ▬ gravel trail/lease rd.
- ▬ dirt rd.
- ▬ dirt trail/lease rd.
- ▬ Hwy/blacktop rd.

DIRECTIONS: From the East side of Utica, KS at the intersection of Hwy 4 & D Rd – Now go 5 miles South on D Rd to the NE corner of section 23-17s-26w – Now go 1 mile West on 210 Rd to ingress stake South into at gate – Now go South then East on two track trail through CRP for 2900' to ingress stake South into – Now go approx. 600' south along terrace to ingress stake East into – Now go approx. 630' East 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.*

LANDOWNER/CONTACT: Randy Norton – (785)391-1000





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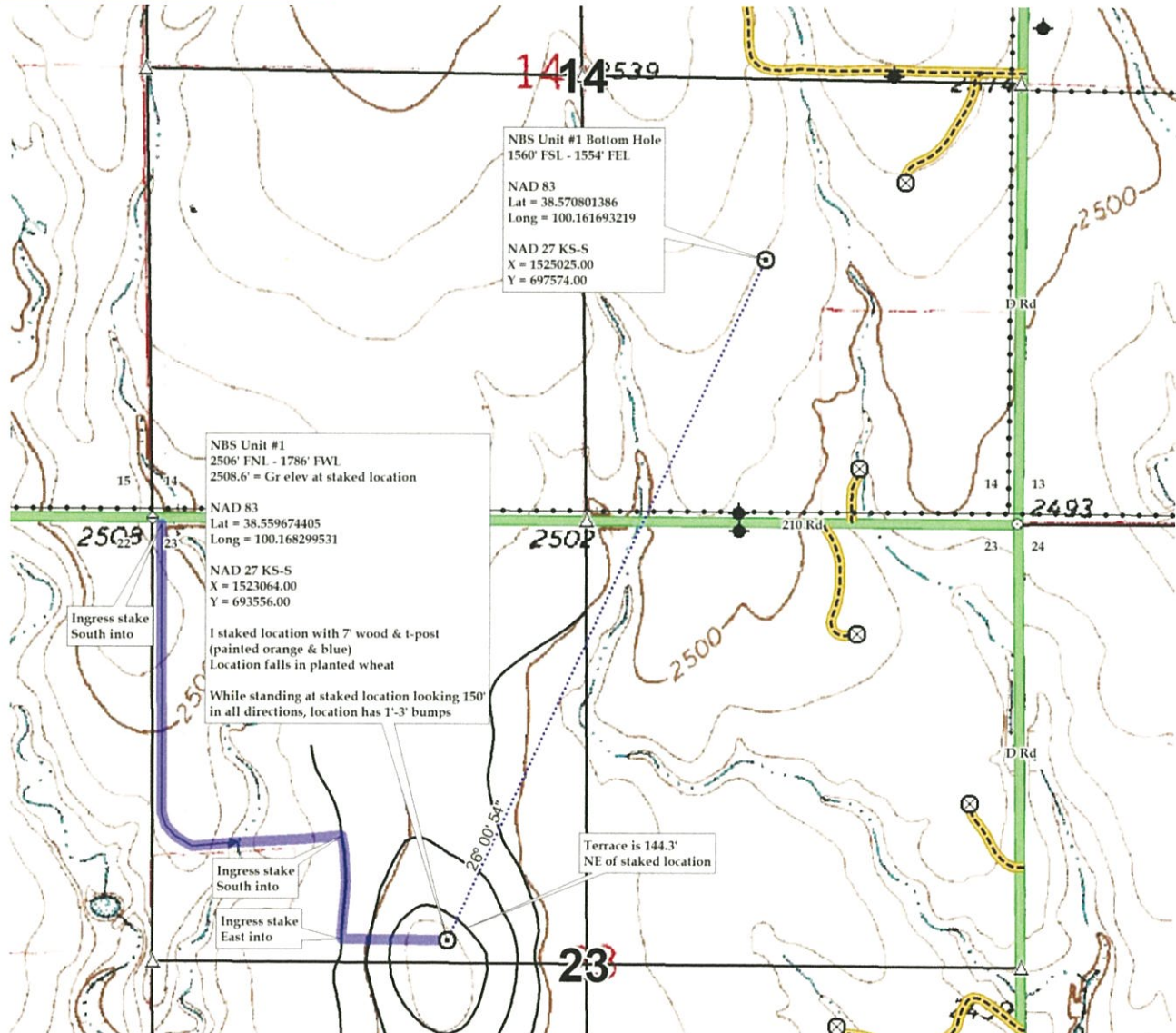
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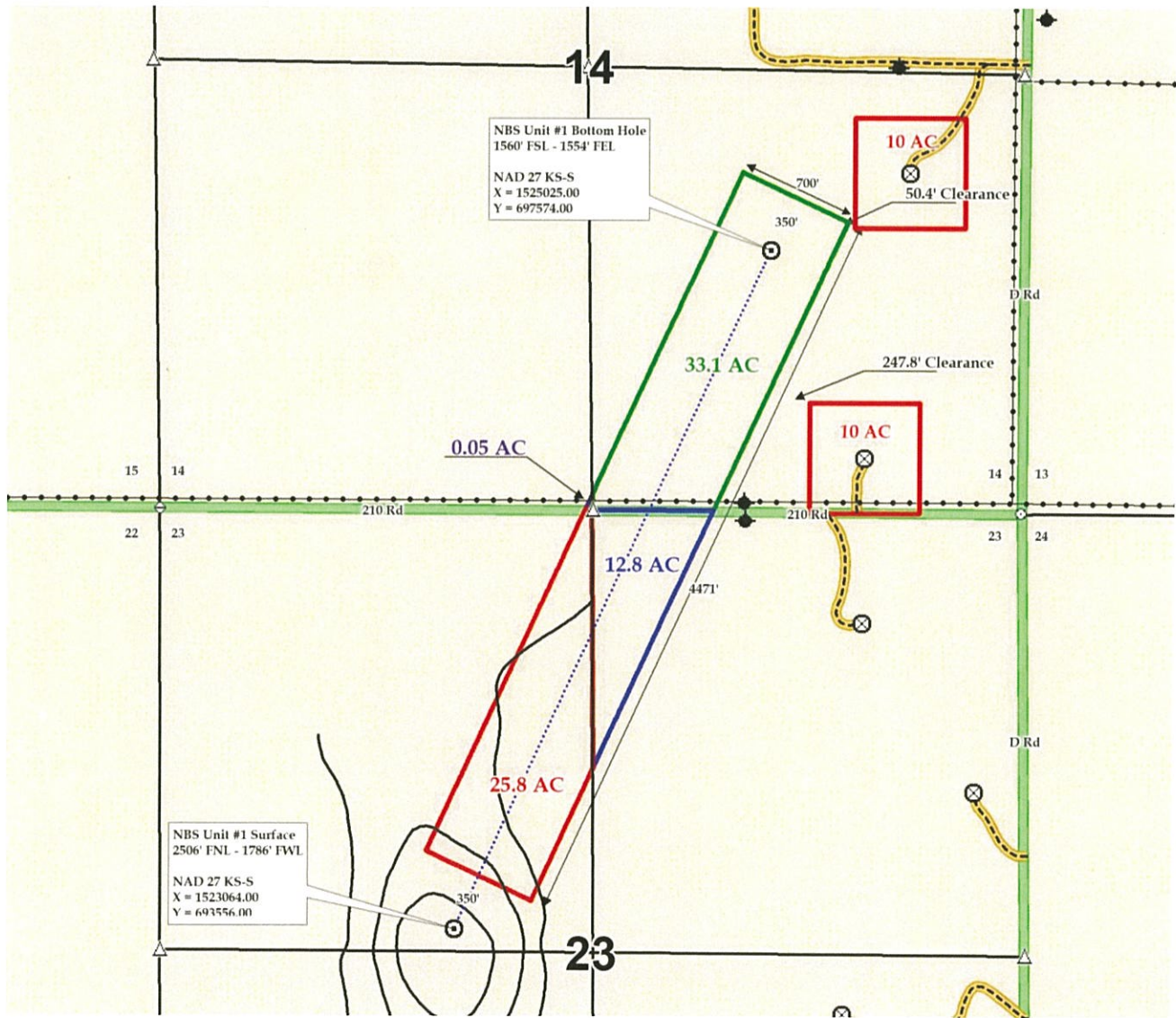
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LANDOWNER/CONTACT: Randy Norton – (785)391-1000





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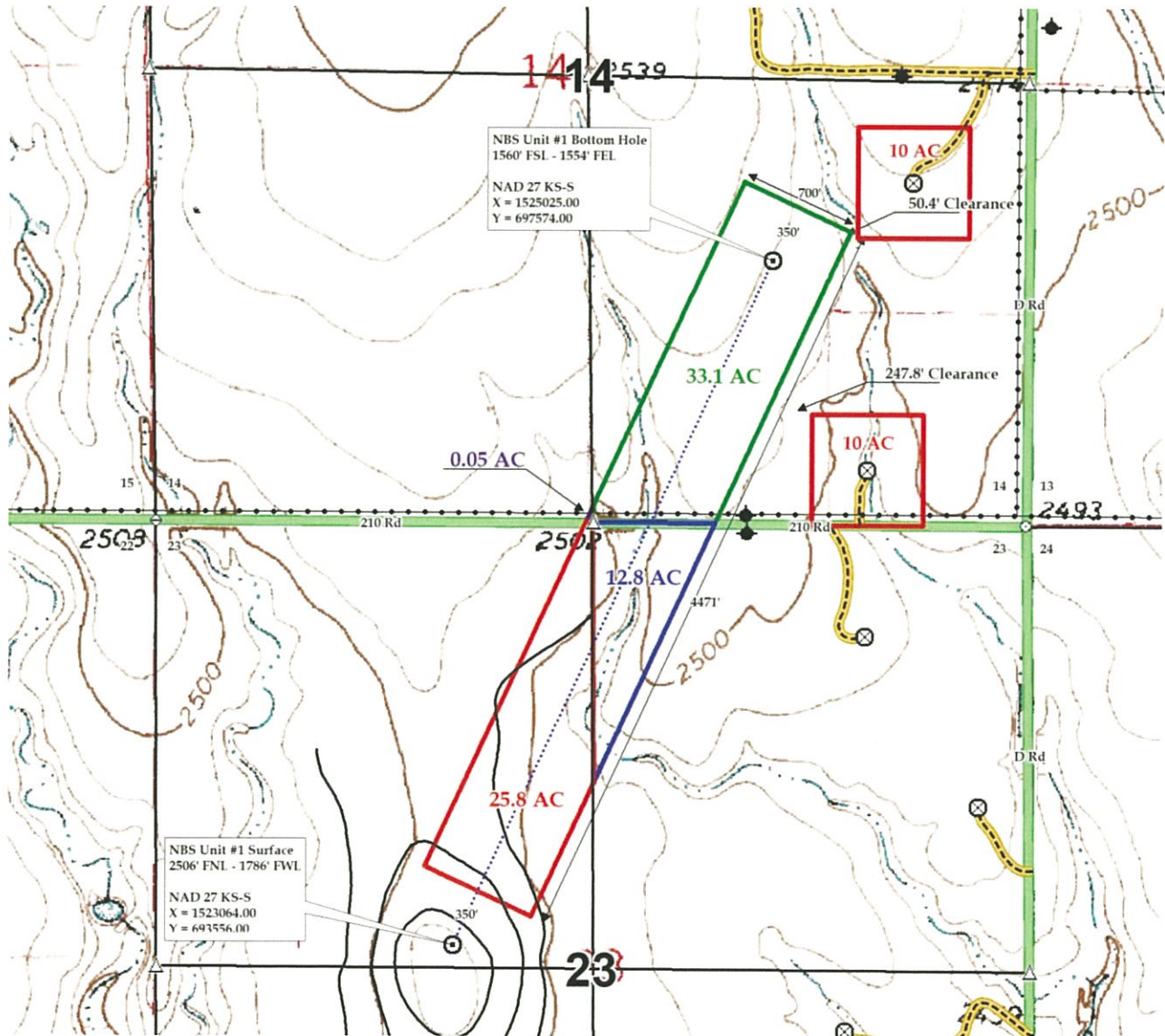
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LANDOWNER/CONTACT: Randy Norton – (785)391-1000



63U (Rev. 1993)

OIL AND GAS LEASE

Reorder No. 09-115



Kansas Blue Print 700 S. Broadway, PO Box 779 Wichita, KS 67201-0779 316-264-6344 234-5183 fax www.kbp.com - kbp@kbp.com

AGREEMENT, Made and entered into the 30th day of January 2018 by and between Randall A. Norton and Judith K. Norton, his wife

whose mailing address is 5279 200 Road Ulica, KS 67584 hereinafter called Lessor (whether one or more), and Palomino Petroleum, Inc.

Lessor, in consideration of One and More Dollars (\$ One (\$1.00)) in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Ness State of Kansas described as follows to-wit:

Township 17 South, Range 26 West Section 23: NW/4

In Section Township Range and containing 160 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of 3 (three) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced 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 cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8) of the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessor's operation thereon, except water from the wells of lessor.

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 premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lease has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver in lessor or place of record a release or releases covering any portion or portions 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 acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, 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 compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessor, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

Should a horizontal well be drilled, a unit or units not exceeding 640 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 utilization 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.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Witness: Randall A. Norton

Witness: Judith K. Norton



State of Kansas - Ness County Book: 395 Page: 621 Receipt #: 73796 Recording Fee: \$30.00 Pages Recorded: 2 Cashier Initials: MH Date Recorded: 2/28/2018 10:00:00 AM

AMENDMENT TO OIL AND GAS L...

WHEREAS, the following oil and gas lease:

Lessor: Randall A. Norton and Judith K. Norton, his wife
County: Ness County, KS
Lessee: Palomino Petroleum, Inc.
Date: May 8, 2015
Lease Recorded: Book 379, Page 791

Legal Description: SW/4 Section 14, Township 17 South, Range 26 West


was executed and delivered by the lessor(s) named therein, and the undersigned now desires to amend 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:

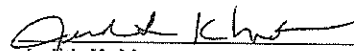
"Should a horizontal well be drilled, a unit or units not exceeding 640 acres shall be used for the land covered by this lease, or any portion thereof, with other land covered by another lease or leases, for unitization of oil. Lessee shall execute in writing and file for record in the county in which 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 4th day of August, 2017, to be effective as of this date.



Randall A. Norton



Judith K. Norton

ACKNOWLEDGEMENT

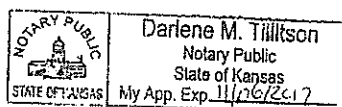
STATE OF Kansas) COUNTY OF Ness)

The foregoing instrument was acknowledged before me this 4 day of August, 2017, by Randall A. Norton and Judith K. Norton, his wife.

Notary public

Typed name: Darlene M. Tilltson

My commission expires: Nov. 6, 2017





AMENDMENT TO OIL AND GAS LEASES

WHEREAS, the following Oil and Gas Leases and Ratifications of said Oil and Gas Leases:

Lessors: M. Faye Bauer and Dave W. Bauer, Co-Trustees of the Bauer Family Trust
County: Ness County, Kansas
Lessee: Pickrell Drilling Company, Inc.
Date: August 23, 1993
Lease Recorded: Book 239, Page 17; as Ratified in Book 239, Page 369; Book 239, Page 370; Book 239, Page 371; Book 239, Page 372; Book 239, Page 373; and Book 239, Page 374
Legal Description: Northeast Quarter (NE/4) Section 23, Township 17 South, Range 26West,

Lessors: Lee Norton and Delphine Norton, his wife
County: Ness County, Kansas
Lessee: Pickrell Drilling Company, Inc.
Date: April 21, 1994
Lease Recorded: Book 242, Page 219
Legal Description: Southeast Quarter (SE/4) Section 23, Township 17 South, Range 26West,

Lessors: Judith A. Carter and Herbert L. Carter, her husband
County: Ness County, Kansas
Lessee: Pickrell Drilling Company, Inc.
Date: April 21, 1994
Lease Recorded: Book 242, Page 221
Legal Description: Southeast Quarter (SE/4) Section 23, Township 17 South, Range 26West,

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

The Oil and Gas Leases are already subject to a Consolidation and Unitization Agreement, dated February 24, 1995 as recorded in Book 246, at Page 707.

NOW, THEREFORE, the undersigned do hereby amend said oil and gas leases by adding the following "pooling paragraph":

"Should a horizontal well be drilled, a unit or units not exceeding 640 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

AMENDMENT TO OIL AND GAS LEASES - cont. page 2

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 do hereby ratify and confirm said leases, as amended, to be in full force and effect according to the terms thereof.

This Amendment may be executed in counterpart and shall be binding on all those who execute it.

Executed as set out in the following notarizations, but to be effective as of 1st day of May, 2017.

X _____
Robert Wolf, Trustee of the Bauer
Family Trust



Randall A. Norton



Judith K. Norton

Acknowledgements

STATE OF _____) COUNTY OF _____)


The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by **Robert Wolf, Trustee of the Bauer Family Trust.**

Notary Public
Printed Name: _____

My commission expires: _____

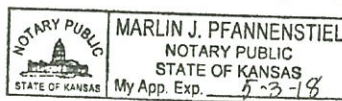
STATE OF Kansas) COUNTY OF Ness)

The foregoing instrument was acknowledged before me this 1st day of June, 2017, by **Randall A. Norton and Judith K. Norton, husband and wife.**



Notary Public
Printed Name: Marlin J. Pfannenstiel

My commission expires: 5-3-18



PLEASE SIGN AND RETURN

Recorded at request, KSA 58-2221.
See last deed of record (238/235)
showing last named Trustees, David W.
Bauer and M. Faye Bauer. No documents
filed to change name of Trustees.

State of Kansas - Ness County
Book: 392 Page: 606
Receipt #. /0960
Pages Recorded: 2
Cashier: Infinita, MH
Recording Fee: \$32.00
Date Recorded: 7/13/2017 10:30:02 AM



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WHEREAS, the following Oil and Gas Leases and Ratifications of said Oil and Gas Leases:

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County: Ness County, Kansas
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Date: August 23, 1993
Lease Recorded: Book 239, Page 17; as Ratified in Book 239, Page 369; Book 239, Page 370; Book 239, Page 371; Book 239, Page 372; Book 239, Page 373; and Book 239, Page 374
Legal Description: Northeast Quarter (NE/4) Section 23, Township 17 South, Range 26West,

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County: Ness County, Kansas
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The Oil and Gas Leases are already subject to a Consolidation and Unitization Agreement, dated February 24, 1995 as recorded in Book 246, at Page 707.

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This Amendment may be executed in counterpart and shall be binding on all those who execute it.

Executed as set out in the following notarizations, but to be effective as of 1st day of May, 2017.

Robert Wolf
Robert Wolf, Trustee of the Bauer Family Trust

X _____
Randall A. Norton

X _____
Judith K. Norton

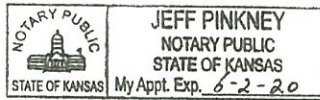
Acknowledgements

STATE OF Kansas) COUNTY OF Ellis)

The foregoing instrument was acknowledged before me this 8 day of May, 2017, by **Robert Wolf, Trustee of the Bauer Family Trust.**

Jeff Pinkney
Notary Public
Printed Name: Jeff Pinkney

My commission expires: 6-2-20



STATE OF ✓) COUNTY OF ✓)

The foregoing instrument was acknowledged before me this ✓ day of ✓, 2017, by **Randall A. Norton and Judith K. Norton, husband and wife.**

Notary Public
Printed Name: ✓

My commission expires: ✓

PLEASE SIGN AND RETURN

AMENDMENT TO OIL AND GAS LEASE

WHEREAS, the following oil and gas lease:

Lessor: Laurel R. Sargent and Darlene Sargent, his wife

County: Ness County, KS

Lessee: Palomino Petroleum, Inc.

Date: August 23, 1993

Lease Recorded: Book 239, Page 19

Legal Description: SE/4 Section 14, Township 17 South, Range 26 West

was executed and delivered by the lessor(s) named therein, and the undersigned now desires to amend said lease as set out below.

NOW, THEREFORE, the undersigned does hereby amend said oil and gas lease by adding the following paragraph:

"The following terms shall apply only to one well (or its replacement should a replacement well be required) designated the 'Norton-Bauer-Sargent Unit #1'. Should a horizontal well be drilled, a unit or units not exceeding 640 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 March, 2018, to be effective as of this date.

[Signature]
Lynn R. Sargent, Trustee
Lynn R. Sargent Trust dated 12-14-06

ACKNOWLEDGEMENT

STATE OF Kansas) COUNTY OF Ness)

The foregoing instrument was acknowledged before me this 14 day of March, 2018, by Lynn R. Sargent, Trustee of the Lynn R. Sargent Trust dated 12-14-06.

Notary public
Typed name: Chris Chaney

My commission expires: 8-5-2018



[Signature]
Witness to Signature

3-14-18
Date



State of Kansas - Ness County
Book: 395 Page: 783
Receipt #: 73980 Recording Fee: \$21.00
Pages Recorded: 1
Cashier Initials: MH
Date Recorded: 3/15/2018 8:15:00 AM