



63LJ (Rev. 1993)



OIL AND GAS LEASE
AGREEMENT, Made and entered into the 20th September 2017
by and between Stephen B. Nichepor, Managing Member, Riverside Planting, LLC
17262 T Road
Ness City, KS 67560
where mailing suddress ishereinafter colled Lessor (whether one or more), Palomino Petroleum, Inc.
Bhii
Lessor, in consideration of One and More  Lessor, in consideration of One and More  Dollars (5 One (\$1.00)  In hand paid, receipt of whitch to there acknowledged and of the royalides herein provided and of the agreements of the lessor herein contained, hereby grants, leases and less exclusively unto lessor for the purpose of investigating, exploring by geophytical and other means, prospecting drillings, mixing and operating for and producing oil, fluid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and all rinto subsurdisce strats, hydrog pipe lines, storing oil, building table, power stations, ledphone lones, and other and things thereon to produce, save, take care of, treat, manufacture, process, store and irrangenerable oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefore, and housing and otherwise earling for its employees, the following detailed land, tegether with any reversionary rights and international described in County of Mess  State of Kansas  described as follows to-wite
Township 16 South, Range 26 West Section 19: NE/4
In Section, Township
Subject to the provisions herein contained, this lease shall remain in force for a term of 1 (One)  years from this date featled "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 lease covenants and agrees:
ist. To deliver to the vieids of fessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (%) part of all oil produced and saved from the lessed premises.
2nd. To pay leaser for gas of whitsnever onture or kind produced and sold, or used off the premises, or used in the manufacture of ony products threoform, one-eighth (3), at the market price at the world, (but, as to gas sold by leasee, in one sent more than one-eighth (3) of the proceeds received by leasee from such asles), for the gas sold, used off the premises, or in the manufacture of products thereform, said payments to be made monthly. Where gas from a well preducing gas only in not said or used, lease may pay or tender as royally One Dollar (3),000 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 scane may be maintained during the primary term hereof without forther payment or drilling expectations. If the leases a shall commence to drill a well within the term of this lease or any extension in threaf, the lease shall have the right to inful such well to completion the reasonable diligence and displaces and displaces and the primary or the found in paying quantities, this lease whell continues and be in force with like effect as if such well had been compliced within the term of years first mentioned.  It said leaser owns a less interest in the abuve described hand than the cattle and undivided fee simple ratate therein, then the royalties berein provided far shall be paid the said leaser only in the proportion which leaser's interest hears to the whole and undivided fee.  Leaser shall have the right to use, free of cost, gas, oil and water produced on said land far leaser's operation thereon, except water from the wells of leaser.  When requested by leaser, leaser shall bery leaser's appearing the blow plow depth.  No well shall be drilled neater then 200 feet to the house or han now on said premises without written consent of leaser.  Leaser shall pay for damages caused by leaser's operations to growing crops on said land.  Leaser shall have the right at any time to remove all machinery and fixtures placed on said land.  Leaser shall have the right at any time to remove all machinery and fixtures placed on said land.  If the extole of either party hereto is nesigned, and the privilege of useigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administentors, successors or assigns, but no change in the ownership of the load or assignment of restales are regions this lense, in whole or in part, leases shall be relieved of all obligations with respect to the assigned portion or proviled subsequent to the date of originarment.
Lessee may at any time execute and deliver in lessor or place of record a release or releasen covering any portion or portions of the above described premises and thereby surrender this lesse as to such partien or portions and be relieved of all obligations as to the accreage surrendered.  All express or implied covernants of this lesse shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lesse shall not be terminated, in whole or in part, nor lessee shall liable in damages, for failure to comply thetewith, if complaince is prevented by, or if such failure in the result of, any such Law, Onler, Rule or
Regulation.  Leasor bereby warrants and agrees to defend the title to the londs herein described, and agrees that the leases shall have the right at any time to redeem for leasor, by payment only mortpages, taxes or other liens on the above described lands, in the event of default of payment by leasor, and be subrogated to the rights of the holder thereof, and the undersigned leasure, for the interlyes and their heire, successors and seafans, hereby suprender and relose all right of dower and homestead in the premises described herein, in so far as said right to dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.
Leave, at its option, is hereby given the right and power to pool or combine the acreage covered by this leave or any portion thereof with other land, leaves in the immediate vicinity thereof, when in leaves judgment it is necessary or advisable to do so in order to properly develop and operate said leave premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said permises, such pooling to be of texets constituous to come another and to be into a unit or units not exceeding 40 acres each in the event of a gas well. Leaves shall execute in virting and record in the correction of the county in which the land harden leaved is altusted an internal identifying and describing the pooled arreage. The entire acreage so pooled into a treat or unit shall be treated, for all purposes except the payment of royalities on production from the pooled arrea, is shall be treated as it production is had from this leave, whether the well we will be leaved on the premises covered by this leaves on to in live of the royalities classwhere herein specified, leaver shall receive on production from a unit as pooled only such portion of the royality stipulated herein as the omnum of his acreage glatest in the particular unit involved.
Should a horizontal well be drilled, a unit or units not exceeding 640 acres shall be used for the Jand covered by this lease, or any portion thereof, will other land covered by another feel of the land covered by this lease, or any portion thereof, will other land covered by another feel of the county in which the land is allusted an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units which the treated or a first propose as except the payments of royalties on production from the pooled unit, at I lik were included in this lease, if production is found on any part of his pooled acreage it shall be treated as it production to that from this lease whether any well is located on the land covered by this lease of the land of the production from the land covered by this lease of the production from the unit as pooled any such posts of the mystly alpulated herein as the amount of his not royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.
This lease shall not be assigned by Lessee without permission of Lessor. However, Lessee shall have the right to assign interests to its investors and customary assignees.
It is agreed by Lessor and Lessee that where the term "1/8th" appears in this Oil & Gas Lease, it should read "15%" in each case
If and when drilling occurs on acreage described in this lease, surface casing will be set through Dakota formation.
IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written  Witnesses.  A M G R  Stephen B. Nichepor, Managing Member
Riverside Planting, LLC  State of Kaneau Book: 393 Page: 719  Receipt *: 72499 Receipting Fac: \$32 till

Receipt \*: 72499 Reserving Fee Pages Recorded: 2 Cushion Initials: IIII Date Recorded: 1071372017 10:10:01 Aff

State of Kanada Ness County
Book: 374 Page: 568
Recording 1 on \$12.00
Pages Recording 1 on \$12.00
Capture Initials: 2
Unite Recorded: 11/25/2019 3.45.01 AB

Form 88 — (Producen's Special) (PAID-UP)

Rearder No. Kansas Blue Print

	63U	(Rev. 1993)		OIL AND	GAS LEASE	09-115	<b>3</b>	Weles, NS 6/201-6763 316-201-9344-264-5165 lat 198-432 posts - Ng Gaby com
ACRE	CUENT 1	fade and ontered in	13th	. Novemb	per			2014
by and between	Paul		id Marilyn J. Can	nbron, his wife				<del></del>
by and accorden	·		<del></del>					
whose mailing a	nddrean in	PO Box 384	Ness City, KS	67560				
	_	oleum, Inc.				Triginas	et carren terri	or (whether one or more),
								haraina Arr guiler I
Lesson (c	n constitu	One an	d More		Dell			hereinafter coller Lexaur.
is here acknowled	edged sod exploring	of the royalties her	ein provided and of d	to agreements or the le	Doll ace herein contained, berek and operating for and pro-	y grant, leases and late ducing oil, liquid hydroc	exclusively on exclusively on extens, all gr	na pala, receipt or which its leases for the purpose ises, and their respective
					g pipe lines, storing oil, butte upon sald oil, flould hydroca e following described land, to			
therein sinused	in County	of Ness	R zun entelwite Cauu	g for its employees, th	Sure of Kansas	ogeiner with any revenie		in stict-acontes interest icupad sa follows to wit
Township	p 16 S	South, Ran	ge 26 West					
Section 2	20: NI	N/4						
In Section				Ronge	And containin	160		rees, more or less, and all
nearstions there	to.							
			ctive constituent prod aid lessee covenants a		rm of 3 (three) year produced from said land or	fand with which said far	rd is poeled.	), with an last distenties
lat. To	delivee to				may connect wells on said !	land, the equal one eightl	s (iii) part of a	bayes bas beautigng He II
from the leaned   2nd, Te	o pay less	or for gas of whals	sever unture or kind p	produced and pold, or a	ned off the premises, or use	d in the manufacture of r	ny producta i	herefrom, one eighth (%).
of the market pr premises, or in t as royalty One meaning of the p	Dollar (2)	.DO) per year per n	e cold by leaser, in no herefrom, sold payme at mineral scre retain	o event more than one this to be made month ted hereunder, and if t	eighth (15) of the proceeds re ly. Where gos from a wall p with payment or lander is m	eccived by leases from an roducing gas only is not ade it will be considered	th eales), for anid or used, that gas is b	the gas sold, used off the lessee may pay or tender sing produced within the
This less of this less of	se may b nay exten	e maintained durin clan thereaf, the les	res shall have the rig	ht to drill such well to	nsyment or drilling operatio completion with ressonnis	dligence and dispatch.	and if oil or	ess, or either of them, be
feund in paying	danutitisi	s, this lease shall co	ntinue and be in force	with like effect on if a	ech well had been completed nd undivided fee simple eats	l within the term of years	: Anst mention	ed.
the said Ireser of	nly in the	proportion which is	muor's interest bears t	a the whale and undiv	ided fer. I fand for leasce's operation t			
When re	quested by	y icasor, issaes shall	bary fesses's pipe lin-	ca below plow depth.				
				barn now on said pre- to growing crops on si	muses without written consen ild land.	1s of imises.		
					ed on suid premiece, includin in whole or in part is expre			
executers, admir lessee has been i	nistrators, furnished	successors or assi with a written tran	gne, but no change is sier of assignment or	n the ownership of the	u land or nesignment of ren rease lesses assigns this ics.	stala or royalties chall b	e binding on	the lessee until after the
Leuce a	na ta yen	y time execute and	deliver to larger or p	to the date of assignm lace of record a releas	e or reference covering any p	artion or partions of the	above descrit	ed premises and thereby
All expr	eu or imp	lied covenants of t	his lesse shall be subj	ect to all Federal and	he nereage aurrendered. State Laws, Executive Order	ra, Rules or Regulations,	and this less	shall not be terminated,
in whoir or in pa Regulation.	ati, nor ic	sace held liable in i	Inmages, for fallure to	o comply therewith. If	compliance is prevented by,	or if such failure is the	result of, any	uuch Law, Order, Rulo or
nny morigusses, i signed lessors, fi	lares or o or themse	ther liens on the al	seve described lands, i s. successors and assi	in the event of default lens, hereby aurrender	i, and agrees that the lease a of payment by leaser, and b and release all right of day ease is made, as recited here	te subregated to the right	to of the hold:	r thereof, and the under-
Leasee, a	nt ils optic	on, is hereby given	the right and power t	a pool or combine the	serrage covered by this less do no in order to properly o	e or any portion thereof	with other in	nd, lease or leases in the
er units net exc	en, gas or reding 40	r other minerals to seres each in the e	and under and that n vent of an oil well, or	nay be produced from r into a unit or units n	said premises, such pooling at exceeding 640 stres each	to be of tructs contiguou In the event of a gas we	ia to one anoli ili, Leosce ahn	her and in be into a unit. Il executo in writing and
pooled into a tre	nel or unit	t shall be treated, f	or all purposce exceni	the payment of royal	ated an instrument identify ica on production from the p	pooled unit, as if it were	included in th	le lenne. El production le
LOŽU[DIB CJECMY:	ere herrin	a apecified, lessor s	hall receive on produ	iclion from a unit so	ether the well or walls be loo pooled only such pertion o rage so pooled in the particul	of the rayalty stipulated	herein as th	e amount of his acreage
					ed in force under the		this least	shall evnire
uniess Lessi	ee on a	r before the er	id of the primary	term shall pay o	r tender to Lessor, the	e sum of \$40,00 m	ultiplied by	the number of
this lease, th	ne prima	ary term shall t	e extended for a	an additional tern	d then subject to this n of two (2) years from	n the end of the or	imary term	hereof This
option to ext	tend the	primary term mary term of the	is also continger	nt upon the lesse	e having conducted s	elsmic testing on a	acreage co	ontained in this
isaac ooinig	i sue bin	mary control ti	IE ICB3C,					
Witnesses:	ESSA)H	EREOF, the unders	gned execute this last	trument as of the day	and year first above written.	0 /	,	
Sul	7/1/				Marily	a) (6. 67.	m/s	r.17
Paul L. Car	prou				Marilyn J. Cambro	n /		