

For KCC Use:

Effective Date: _____

District # _____

SGA? Yes No

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form C-1

March 2010

Form must be Typed
Form must be Signed
All blanks must be Filled

NOTICE OF INTENT TO DRILL

Must be approved by KCC five (5) days prior to commencing well

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Expected Spud Date: _____
month day year

OPERATOR: License# _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: _____

CONTRACTOR: License# _____

Name: _____

Well Drilled For:

Well Class:

Type Equipment:

- | | | | |
|---|-----------------------------------|------------------------------------|-------------------------------------|
| <input type="checkbox"/> Oil | <input type="checkbox"/> Enh Rec | <input type="checkbox"/> Infield | <input type="checkbox"/> Mud Rotary |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Storage | <input type="checkbox"/> Pool Ext. | <input type="checkbox"/> Air Rotary |
| | <input type="checkbox"/> Disposal | <input type="checkbox"/> Wildcat | <input type="checkbox"/> Cable |
| <input type="checkbox"/> Seismic ; _____ # of Holes | <input type="checkbox"/> Other | | |
| <input type="checkbox"/> Other: _____ | | | |

If OWWO: old well information as follows:

Operator: _____

Well Name: _____

Original Completion Date: _____ Original Total Depth: _____

Directional, Deviated or Horizontal wellbore? Yes No

If Yes, true vertical depth: _____

Bottom Hole Location: _____

KCC DKT #: _____

Spot Description: _____

_____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ E W
(Q/Q/Q/Q) _____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Is SECTION: Regular Irregular?

(Note: Locate well on the Section Plat on reverse side)

County: _____

Lease Name: _____ Well #: _____

Field Name: _____

Is this a Prorated / Spaced Field? Yes No

Target Formation(s): _____

Nearest Lease or unit boundary line (in footage): _____

Ground Surface Elevation: _____ feet MSL

Water well within one-quarter mile: Yes No

Public water supply well within one mile: Yes No

Depth to bottom of fresh water: _____

Depth to bottom of usable water: _____

Surface Pipe by Alternate: I II

Length of Surface Pipe Planned to be set: _____

Length of Conductor Pipe (if any): _____

Projected Total Depth: _____

Formation at Total Depth: _____

Water Source for Drilling Operations:

Well Farm Pond Other: _____

DWR Permit #: _____

(Note: Apply for Permit with DWR)

Will Cores be taken? Yes No

If Yes, proposed zone: _____

AFFIDAVIT

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq.

It is agreed that the following minimum requirements will be met:

1. Notify the appropriate district office **prior** to spudding of well;
2. A copy of the approved notice of intent to drill **shall be** posted on each drilling rig;
3. The minimum amount of surface pipe as specified below **shall be set** by circulating cement to the top; in all cases surface pipe **shall be set** through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.
4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary **prior to plugging**;
5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within **120 DAYS** of spud date. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing must be completed within 30 days of the spud date or the well shall be plugged. **In all cases, NOTIFY district office** prior to any cementing.

Submitted Electronically

For KCC Use ONLY

API # 15 - _____

Conductor pipe required _____ feet

Minimum surface pipe required _____ feet per ALT. I II

Approved by: _____

This authorization expires: _____
(This authorization void if drilling not started within 12 months of approval date.)

Spud date: _____ Agent: _____

Remember to:

- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.

Well will not be drilled or Permit Expired Date: _____
Signature of Operator or Agent:

E
 W

For KCC Use ONLY

API # 15 - _____

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

QTR/QTR/QTR/QTR of acreage: _____ - _____ - _____ - _____

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Sec. _____ Twp. _____ S. R. _____ E W

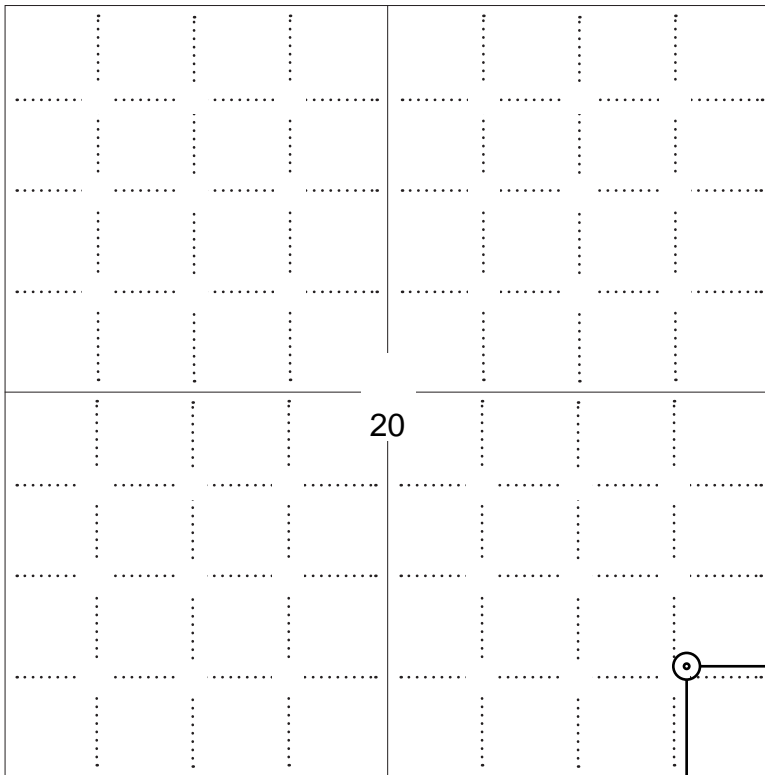
Is Section: Regular or Irregular

If Section is Irregular, locate well from nearest corner boundary.

Section corner used: NE NW SE SW

PLAT

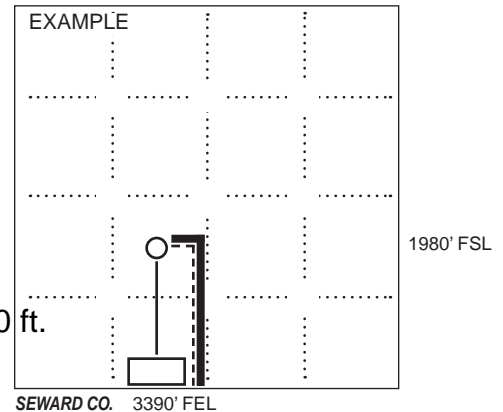
Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032). You may attach a separate plat if desired.



NOTE: In all cases locate the spot of the proposed drilling locaton.

LEGEND

- Well Location
- Tank Battery Location
- Pipeline Location
- Electric Line Location
- Lease Road Location



763 ft.

In plotting the proposed location of the well, you must show:

1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
3. The distance to the nearest lease or unit boundary line (in footage).
4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.

**KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
APPLICATION FOR SURFACE PIT**

Form CDP-1
May 2010
Form must be Typed

Submit in Duplicate

Operator Name: _____		License Number: _____	
Operator Address: _____			
Contact Person: _____		Phone Number: _____	
Lease Name & Well No.: _____		Pit Location (QQQQ): _____ - _____ - _____ - _____	
Type of Pit: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How is the pit lined if a plastic liner is not used?		_____	
Pit dimensions (all but working pits): _____ Length (feet) _____ Width (feet) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) <input type="checkbox"/> No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit: _____ feet Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input type="checkbox"/> KDWR	
Emergency, Settling and Burn Pits ONLY: Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ _____ Drill pits must be closed within 365 days of spud date.	
Submitted Electronically			

KCC OFFICE USE ONLY			
		<input type="checkbox"/> Liner <input type="checkbox"/> Steel Pit <input type="checkbox"/> RFAC <input type="checkbox"/> RFAS	
Date Received: _____	Permit Number: _____	Permit Date: _____	Lease Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1
January 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # _____
Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____
Contact Person: _____
Phone: (_____) _____ Fax: (_____) _____
Email Address: _____

Well Location:
____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West
County: _____
Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

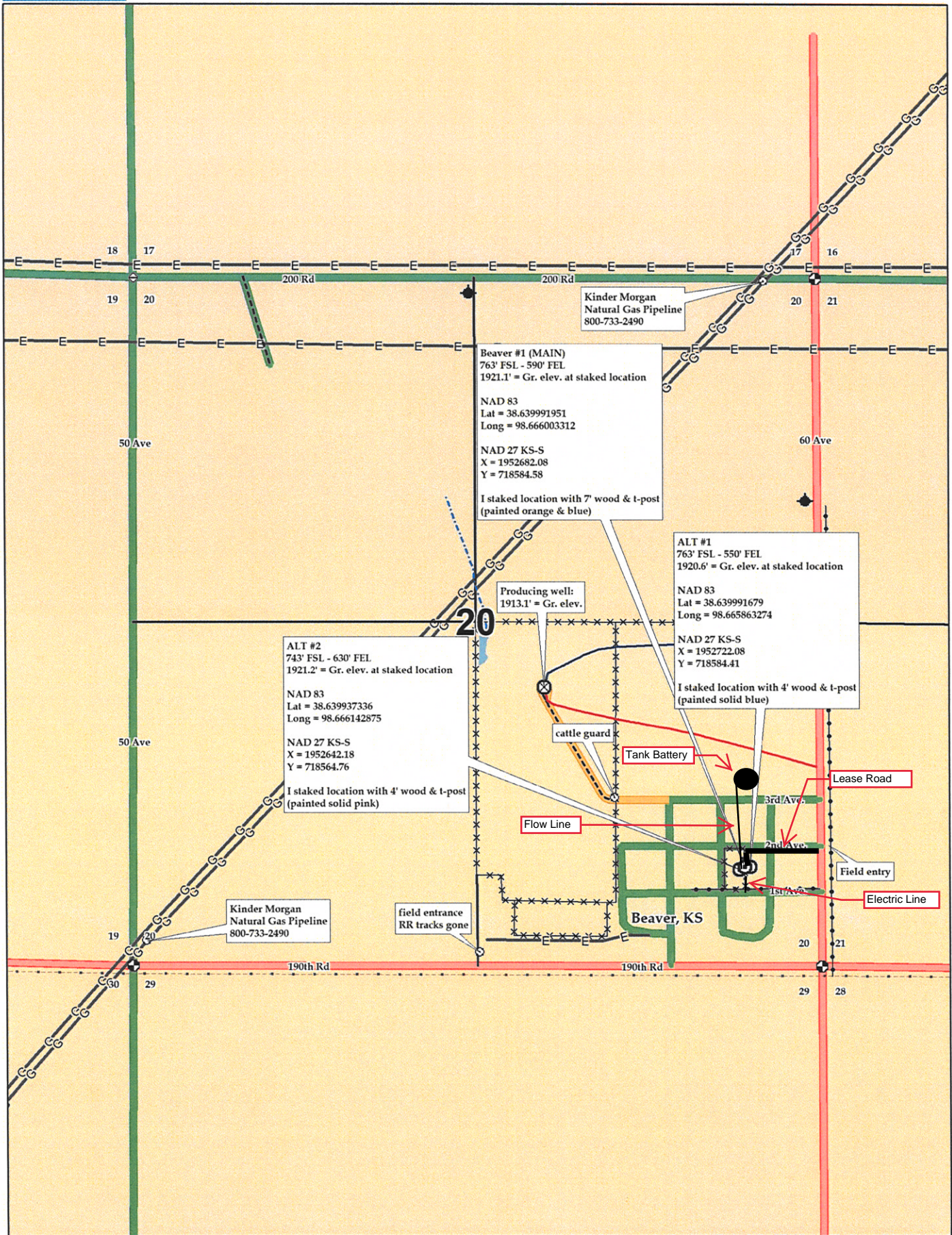
Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I Submitted Electronically

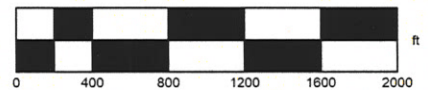
I



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www.delorme.com



Data Zoom 14-0

Index PW
Numerical CB
Cross _____
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned CB



**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 19th day of March, 2019, by and between **John Balderston and Mary Balderston, husband and wife**, ⁵⁸⁴~~592~~ 2nd Ave., Beaver, KS 67525 ; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15 in Block 6;
Lots 6, 7, 8, 9, 10 in Block 7;
Lots 11, 12 in Block 8;
Lot 18 in Block 10; and
Lots 8, 9, 10, 11, 12 in Block 11,

along with any interest in adjacent streets, alleys, and vacated alleys, all located in the town of Beaver, Kansas, in Section 20, Township 16 South, Range 12 West,

and containing 4.63 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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 Lessors, 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 80 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 unitization of oil. Lessee shall execute in writing and file for record in the county in which the lands is situated an instrument indentifying and describing the pooled acreage. The entire acreage so pooled into a unit or units 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 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 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.
Witnesses:

John Balderston
John Balderston

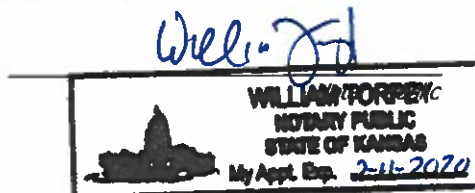
Mary Balderston
Mary Balderston

STATE OF KANSAS
COUNTY OF BARTON

ACKNOWLEDGMENT FOR INDIVIDUAL

The foregoing instrument was acknowledged before me this 20th day of March, 2019,
by John Balderston and Mary Balderston, husband and wife.

My commission expires 2-11-2020



STATE OF KANSAS
COUNTY OF _____

ACKNOWLEDGMENT FOR CORPORATION

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by
_____ President of _____
a _____ corporation, on behalf of the corporation

My commission expires _____

Notary Public

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
Block 6	Lots 1-8, 15	John and Mary Balderston, 584 2nd Ave. Beaver, KS	100%~
6	Lots 9-12		LEASED: Palomino
6	Lot 15		EXP: 3/19/2022
7	Lot 7		
Block 11	Lots 8-12	PROBATES:	
		Dave Gallart, #11764, Cart 284, Frame 2072	
		J. B. Frederick, #3609, Cart 205, Frame 3708	
		Klaas Christians, Case 45116, Cart 219, Frame 2314	
		Ida A. Christians, #12058,, Casrt 238, Frame 630	
		Leo C. Meyeres, #77-PR-184, Cart 292, Frame 2933	
		Felicitas Meyeres Starbuck, #81-P-258, Cart 301, Frame 4845	

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
Block 7	Lots 6, 8, 9, 10	1/6th~ Mary E. Balderston, 584 2nd Ave., Beaver, KS 67525	Leased: Palomino EXP: 3/19/2022
Block 8	Lots 11-12	1/6th~ Francis L. (Joe) Meyeres, 817 E. Cothrell St., Olathe, KS 66061 (913.200.3994)	Leased: Palomino EXP: 3/27/2022
Block 10	Lot 18	1/6th~ Barbara Urban, 407 E. 5th, Hoisington, KS 67544 (620-617-3096),	Leased: Palomino EXP: 3/27/2022
		1/6th~ Leonella Gilkey, PO Box 105, Garfield, KS 67529 (620.569.2410); (620.569.1000)~ Dave email (elkanexploration@hotmail.com)	Leased: Palomino EXP: 4/15/2022
		1/6th~Larae Connor, 3923 NW Ponderosa, Lees Summit, MO 64064 (816.373.3137)	Leased: Palomino EXP: 3/27/2022
		1/12th: Lennie Thompson (sole child of Karen Sue Thompson a/k/a Yeager, record owner, deceased, see Heirship), 739 E. Second, Hoisington, KS 67544 (620.292.7117)	Leased: Palomino EXP: 5/15/2022
		1/12th: Craig Yeager, Wamego, KS, surviving spouse of Karen Sue Thompson a/k/a Yeager	Trying to locate
		PROBATES:	
		Leo C. Meyeres, #77-PR-184, Cart 292, Frame 2933	
		Felicitas Meyeres Starbuck, #61-PR-230, Cart 301, Frame 1045	
		<i>See AFF of Heirship for Karen Sue Thompson, a/k/a Yeager</i>	

TORPCO, LLC
OIL & GAS LEASES
3 Tanglewood Ln., Hutchinson, KS 67502
316.772.6511~ torpco@yahoo.com

INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.
Date: June 10, 2019
County: Barton
State: Kansas

INVOICE #
PPI.B.005

BEAVER TOWNSITE

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15 in Block 6;
Lots 6, 7, 8, 9, 10 in Block 7;
Lots 11, 12 in Block 8;
Lot 18 in Block 10; and
Lots 8, 9, 10, 11, 12 in Block 11,

along with any interest in adjacent streets, alleys, and vacated alleys, all located in the town of Beaver, Kansas

GROSS ACRES: **4.63** NET ACRES COVERED BY LEASE: **2.619**

1/6th in Lots 6, 7, 8, 9, 10 in Block 7; Lots 11, 12 in Block 8; Lot 18 in Block 10 (.036 acres) and ALL of the rest (2.583)

LEASE COST: **\$ 550.00 (@ * per lot)**
COMMISSION: **\$ -0-**
RECORDING FEES: **\$ 38.00**
BANK CHARGES: **\$ -0-**

TOTAL COST OF LEASE: **\$ 588.00 ✓**

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPI.B.005**

Attached are the following documents:

- 1) One (1) recorded Oil & Gas Lease dated March 19, 2019, from **John Balderston and Mary Balderston, husband and wife**, to **Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) Two (2) ownership reports; and
- 3) One (1) receipt for consideration paid.


*NOTE: Consideration for this lease is based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned.

RECEIPT

Received of **TORPCO, LLC**, the sum of **\$550.00** (Check No. 3532) being full cash consideration for an Oil and Gas Lease dated March 19, 2019, covering the following described land in Barton County, KS:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15 in Block 6;	\$350.00
Lots 6, 7, 8, 9, 10 in Block 7;	\$45.00
Lots 11, 12 in Block 8;	\$20.00
Lot 18 in Block 10; and	\$10.00
Lots 8, 9, 10, 11, 12 in Block 11,	\$125.00

in the town of Beaver, KS.


John Balderston

Index SD
Numerical CB
Cross _____
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned CB



**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 26th day of March, 2019, by and between **Beaver Township** in Barton County, Kansas, c/o Gerald Schauf, Trustee; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 16 and 17 in Block 2, in town of Beaver, Kansas

along with any interest in adjacent streets and alleys,
in Section 20, Township 16 South, Range 12 West,

and containing 0.48 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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.

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
2	Lots 16-17	Beaver Township	100%~
		c/o Gerald Schauf, 481 NE 190 Road, Hoisington, KS; 620.791.7973	LEASED: Palomino
			EXP: 3/26/2022

TORPCO, LLC
OIL & GAS LEASES
3 Tanglewood Ln., Hutchinson, KS 67502
316.772.6511~ torpco@yahoo.com

INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.
Date: June 10, 2019
County: Barton
State: Kansas

INVOICE #
PPI.B.015

BEAVER TOWNSITE

Lots 16 & 17 in Block 2 in the town of Beaver, KS, including any interest in streets and alleys

GROSS ACRES: 0.48 NET ACRES COVERED BY LEASE: 0.48

LEASE COST: \$ 100.00 (@ * per lot)

COMMISSION: \$ -0-

RECORDING FEES: \$ 38.00

BANK CHARGES: \$ -0-

TOTAL COST OF LEASE: \$ 138.00

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPI.B.015**

Attached are the following documents:

- 1) One (1) recorded Oil & Gas Lease dated March 26, 2019, from **Beaver Township, to Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) One (1) ownership report; and
- 3) One (1) receipt for consideration paid.

*NOTE: Consideration for this lease is based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned.

RECEIPT

Received of **TORPCO, LLC**, the sum of **\$100.00** (Check No. 3536) being full cash consideration for an Oil and Gas Leases dated March 26, 2019, covering the following described land in Barton County, KS:

Lots 16 and 17 in Block 2

in the town of Beaver, KS.

BEAVER TOWNSHIP

✓ Gerald Schauf Trustee
Gerald Schauf, Trustee

index PW
Numerical CB
Cross _____
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned CB



**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 26th day of March, 2019, by and between **BMIG, LLC**, a Texas limited liability company, PO Box 1128, Huffman, TX 77336; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 14, 15, and 16 in Block 7 in the town of Beaver, Kansas,
along with any interest in adjacent streets and alleys, in Section 20, Township 16 South, Range 12 West,

and containing 0.654 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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 Lessors, 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.

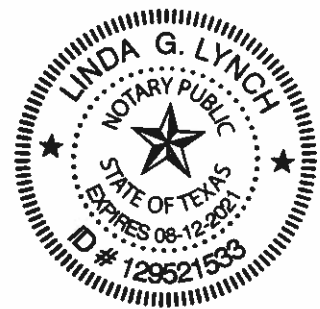
Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate 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 80 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 unitization of oil. Lessee shall execute in writing and file for record in the county in which the lands is situated an instrument indentifying and describing the pooled acreage. The entire acreage so pooled into a unit or units 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 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 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.
Witnesses:

BMIG, LLC

BY: [Signature]
Mark W. Boswell, manager



STATE OF TEXAS
COUNTY OF Harris

ACKNOWLEDGMENT FOR INDIVIDUAL

The foregoing instrument was acknowledged before me this 9th day of April, 2019, by Mark W. Boswell, manager, BMIG, LLC, a Texas limited liability company on behalf of the limited liability company.

My commission expires 08/12/2021

[Signature]
Notary Public
Linda G. Lynch

STATE OF KANSAS
COUNTY OF _____

ACKNOWLEDGMENT FOR CORPORATION

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ President of _____ a _____ corporation, on behalf of the corporation

My commission expires _____

Notary Public

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
Block 7	Lots 14-16	BMIG, LLC PO Box 1128, Huffman, TX 77336; Mark Boswell, 281.312.1314 Houston Oil & Gas 281.360.7108	100%~
			LEASED: Palomino
			EXP: 3/26/2022

TORPCO, LLC
OIL & GAS LEASES
3 Tanglewood Ln., Hutchinson, KS 67502
316.772.6511~ torpco@yahoo.com

INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.
Date: June 10, 2019
County: Barton
State: Kansas

INVOICE #
PPL.B.011

BEAVER TOWNSITE

Lots 14, 15, and 16 in Block 7 in the town of Beaver, Kansas,
along with any interest in adjacent streets and alleys

GROSS ACRES: **0.654** NET ACRES COVERED BY LEASE: **0.654**

LEASE COST: \$ **150.00** (@ * per lot)

COMMISSION: \$ **-0-**

RECORDING FEES: \$ **38.00**

BANK CHARGES: \$ **-0-**

TOTAL COST OF LEASE: \$ 188.00

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPL.B.011**

Attached are the following documents:

- 1) One (1) recorded Oil & Gas Lease dated March 26, 2019, from **BMIG, LLC**, to **Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) One (1) ownership report; and
- 3) One (1) receipt for consideration paid.

*NOTE: Consideration for this lease is based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned.

RECEIPT

Received of **TORPCO, LLC**, the sum of **\$150.00** (Check No. 3554) being full cash consideration for an Oil and Gas Lease dated March 26, 2019, covering the following described land in Barton County, KS:

Lots 14, 15 and 16 in Block 7,

in the town of Beaver, KS.

BMIG, LLC

BY  _____

Index PW
Numerical CB
Cross _____
CG Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned CB



**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 27th day of March, 2019, by and between **Larae Connor, a single person**, 3923 NW Ponderosa, Lees Summit, MO 64064; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 6, 8, 9 and 10 in Block 7; Lots 11 and 12 in Block 8; and Lot 18 in Block 10, all in the town of Beaver, Kansas, along with any interest in adjacent streets and alleys, in Section 20, Township 16 South, Range 12 West,

and containing 2.16 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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.

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
Block 7	Lots 6, 8, 9, 10	1/6th~ Mary E. Balderston, 584 2nd Ave., Beaver, KS 67525	Leased: Palomino EXP: 3/19/2022
Block 8	Lots 11-12	1/6th~ Francis L. (Joe) Meyeres, 817 E. Cothrell St., Olathe, KS 66061 (913.200.3994)	Leased: Palomino EXP: 3/27/2022
Block 10	Lot 18	1/6th~ Barbara Urban, 407 E. 5th, Hoisington, KS 67544 (620-617-3096),	Leased: Palomino EXP: 3/27/2022
		1/6th~ Leonella Gilkey, PO Box 105, Garfield, KS 67529 (620.569.2410); (620.569.1000)~ Dave email (elkanexploration@hotmail.com)	Leased: Palomino EXP: 4/15/2022
		1/6th~Larae Connor, 3923 NW Ponderosa, Lees Summit, MO 64064 (816.373.3137)	Leased: Palomino EXP: 3/27/2022
		1/12th: Lennie Thompson (sole child of Karen Sue Thompson a/k/a Yeager, record owner, deceased, see Heirship), 739 E. Second, Hoisington, KS 67544 (620.292.7117)	Leased: Palomino EXP: 5/15/2022
		1/12th: Craig Yeager, Wamego, KS, surviving spouse of Karen Sue Thompson a/k/a Yeager	Trying to locate
		PROBATES:	
		Leo C. Meyeres, #77-PR-184, Cart 292, Frame 2933	
		Felicitas Meyeres Starbuck, #81-PR-258, Cart 501, Frame 4945	
		See AFF of Heirship for Karen Sue Thompson, a/k/a Yeager	

TORPCO, LLC
OIL & GAS LEASES
3 Tanglewood Ln., Hutchinson, KS 67502
316.772.6511 ~ torpco@yahoo.com

INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.
Date: June 12, 2019
County: Barton
State: Kansas

INVOICE #
PPI.B.019

BEAVER TOWNSITE

Lots 6, 8, 9 and 10 in Block 7; Lots 11 and 12 in Block 8;
and Lot 18 in Block 10, all in the town of Beaver, Kansas,
along with any interest in adjacent streets and alleys

GROSS ACRES: **2.16** NET ACRES COVERED BY LEASE: **.36 (1/6th)**

LEASE COST: \$ **50.00** (@ * per lot)

COMMISSION: \$ **-0-**

RECORDING FEES: \$ **38.00**

BANK CHARGES: \$ **-0-**

TOTAL COST OF LEASE: \$ 88.00 ✓

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPI.B.019**

Attached are the following documents:

- 1) One (1) recorded Oil & Gas Lease dated March 27, 2019, from **Larae Connor, single**, to **Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) One (1) ownership report; and
- 3) One (1) receipt for consideration paid.

*NOTE: Consideration for this lease is based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned. In some cases, I paid a minimum of \$50 as consideration.

RECEIPT

Received of **TORPCO, LLC**, the sum of **\$50.00** (Check No. 3563) being full cash consideration for an Oil and Gas Lease dated March 27, 2019, covering the following described land in Barton County, KS:

Lots 6, 8, 9 and 10 in Block 7;
Lots 11 and 12 in Block 8; and
Lot 18 in Block 10, all in the town of Beaver, Kansas,

✓
Larae Connor
Larae Connor

Index PW
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CC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
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**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 15th day of April, 2019, by and between **Leonella Gilkey and David Gilkey, her husband**, PO Box 105, Garfield, KS 67529; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 6, 8, 9 and 10 in Block 7; Lots 11 and 12 in Block 8; and Lot 18 in Block 10, all in the town of Beaver, Kansas, along with any interest in adjacent streets and alleys, in Section 20, Township 16 South, Range 12 West,

and containing 2.16 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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.

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
Block 7	Lots 6, 8, 9, 10	1/6th~ Mary E. Balderston, 584 2nd Ave., Beaver, KS 67525	Leased: Palomino EXP: 3/19/2022
Block 8	Lots 11-12	1/6th~ Francis L. (Joe) Meyeres, 817 E. Cothrell St., Olathe, KS 66061 (913.200.3994)	Leased: Palomino EXP: 3/27/2022
Block 10	Lot 18	1/6th~ Barbara Urban, 407 E. 5th, Hoisington, KS 67544 (620-617-3096),	Leased: Palomino EXP: 3/27/2022
		1/6th~ Leonella Gilkey, PO Box 105, Garfield, KS 67529 (620.569.2410); (620.569.1000)~ Dave email (elkanexploration@hotmail.com)	Leased: Palomino EXP: 4/15/2022
		1/6th~Larae Connor, 3923 NW Ponderosa, Lees Summit, MO 64064 (816.373.3137)	Leased: Palomino EXP: 3/27/2022
		1/12th: Lennie Thompson (sole child of Karen Sue Thompson a/k/a Yeager, record owner, deceased, see Heirship), 739 E. Second, Hoisington, KS 67544 (620.292.7117)	Leased: Palomino EXP: 5/15/2022
		1/12th: Craig Yeager, Wamego, KS, surviving spouse of Karen Sue Thompson a/k/a Yeager	Trying to locate
		PROBATES:	
		Leo C. Meyeres, #77-PR-184, Cart 292, Frame 2933	
		Felicitas Meyeres Starbuck, #61-PR-236, Cart 301, Frame 1845	
		See AFF of Heirship for Karen Sue Thompson, a/k/a Yeager	

TORPCO, LLC
OIL & GAS LEASES
3 Tanglewood Ln., Hutchinson, KS 67502
316.772.6511~ torpco@yahoo.com

INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.
Date: June 12, 2019
County: Barton
State: Kansas

INVOICE #
PPL.B.018

BEAVER TOWNSITE

Lots 6, 8, 9 and 10 in Block 7; Lots 11 and 12 in Block 8;
and Lot 18 in Block 10, all in the town of Beaver, Kansas,
along with any interest in adjacent streets and alleys

GROSS ACRES: **2.16** NET ACRES COVERED BY LEASE: **.36 (1/6th)**

LEASE COST: \$ **50.00** (@ * per lot)

COMMISSION: \$ **-0-**

RECORDING FEES: \$ **38.00**

BANK CHARGES: \$ **-0-**

TOTAL COST OF LEASE: \$ 88.00 ✓

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPL.B.018**

Attached are the following documents:

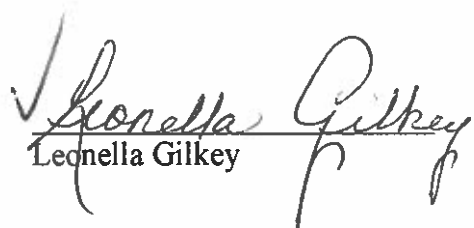
- 1) One (1) recorded Oil & Gas Lease dated April 15, 2019, from **Leonella Gilkey, et vir**, to **Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) One (1) ownership report; and
- 3) One (1) receipt for consideration paid.

*NOTE: Consideration for this lease is based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned. In some cases, I paid a minimum of \$50 as consideration.

RECEIPT

Received of **TORPCO, LLC**, the sum of **\$50.00** (Check No. 3556) being full cash consideration for an Oil and Gas Lease dated April 15, 2019, covering the following described land in Barton County, KS:

Lots 6, 8, 9 and 10 in Block 7;
Lots 11 and 12 in Block 8; and
Lot 18 in Block 10, all in the town of Beaver, Kansas,


Leonella Gilkey

Index PW
Numerical CB
Cross _____
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned CB



**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 29th day of April, 2019, by and between **Michael Drake, Attorney-In-Fact for Almeda Ann Glinka, f/k/a Almeda A. Drake, a widow**, PO Box 178, Tonganoxie, KS 66086; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 17 and 18 in Block 7,

along with adjacent streets and alleys, all located in the town of Beaver, Kansas, in Section 20, Township 16 South, Range 12 West,

and containing 0.567 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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.



Index PW
Numerical CB
Cross _____
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned CB

PROOF OF DEATH & HEIRSHIP

State of Kansas

} §

County of Barton

AFFIDAVIT OF HEIRSHIP OF GENE C. DRAKE, DECEASED.

Gail Drake, of Tonganoxie, Kansas, being of lawful age and being first duly sworn, deposes and says:

That the statements hereafter set forth, including answers to questions below, constitute a true, correct and complete statement of the family history of the person hereinafter named as decedent and of the estate of such decedent, to the best of my knowledge.

The name of the decedent is **Gene C. Drake** who died intestate: That I was acquainted with him for more than 13 years. At the time of his death on June 25, 1991, he was married to **Almeda A. Drake**, now known as **Almeda Ann Glinka**. I was related to the deceased and well acquainted with his family.

The decedent was previously married to the following: NONE

The decedent had the following children, born to or adopted by the decedent, whether alive or deceased:

Michael Drake, a/k/a Michael K. Drake	Son	Living
Cheryl Mosher	Daughter	Living
Marcia Tuter	Daughter	Living

That the sole heirs at law shown above are of legal age and are of sound mind, and that none of them were incompetent on his date of death.

Affiant knows of her own knowledge that there were no unpaid debts or claims against the estate of **Gene C. Drake**.

That at the time of his death, **Gene C. Drake** owned an interest in the following described real estate, located in Barton County, Kansas, to-wit:

Lots 17 & 18 in Block 7 in the town of Beaver, Kansas.

Further affiant saith not.

Gail Drake
Gail Drake

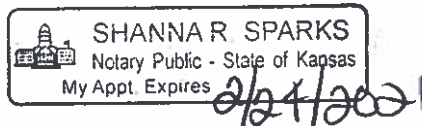
ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF KANSAS
COUNTY OF LEAVENWORTH

This instrument was acknowledged before me on this 24th day of May, 2019, by Gail Drake and at the same time the affiant was by me duly sworn to the foregoing affidavit.

My commission expires: 2/24/2021

Shanna R. Sparks
Notary Public
Shanna R. Sparks



Book: 620 Page: 6952

Receipt #: 150123
Pages Recorded: 1

Total Fees: \$21.00

Date Recorded: 6/4/2019 9:35:04 AM

Index PW
Numerical _____
Cross _____
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned CB

Entered in Transfer Record in my office this

5th day of June, A.D., 2019
Kanna Zimmerman
by Ben Schneider County Clerk
Asst Deputy

QUITCLAIM DEED

THIS DEED, made May 24, 2019, between Cheryl Mosher, a married woman dealing with her sole and separate property and whom has never resided in the State of Kansas during her current married life ("Grantor"), and Almeda Ann Glinka, f/k/a Almeda A. Drake ("Grantee"), c/o Michael K. Drake, PO Box 178, Tonganoxie, KS 66086

NOW, THEREFORE, the Grantor, for and in consideration of Ten and more dollars, the receipt and sufficiency of which are hereby acknowledged, has granted, remised, released, sold, assigned, conveyed and QUITCLAIMED, and by these does grant, remise, release, sell, assign, convey and QUITCLAIM unto the Grantee, her heirs, successors and assigns, forever, all the right title, and interest of Grantor in and to the following described lands in Barton County, Kansas, to wit:

LOTS 17 & 18 IN BLOCK 17, IN THE TOWN OF BEAVER, KANSAS. INCLUDING ANY INTEREST IN ADJACENT STREETS AND ALLEYS

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining forever.

IN WITNESS WHEREOF, the Grantor has executed this deed on this 24th day of May, 2019.

Cheryl Mosher
Cheryl Mosher

REAL ESTATE SALES VALIDATION QUESTIONNAIRE NOT REQUIRED PURSUANT TO K.S.A. 79-1437e(a)(12) (Transfer by way of quit claim for purpose of clearing title encumbrance)

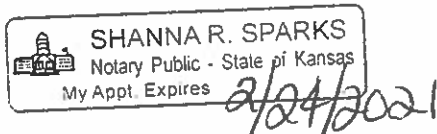
ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF Leavenworth

The foregoing instrument was acknowledged before me this 24th day of May, 2019, by Cheryl Mosher, a married woman dealing with her sole and separate property and whom has never resided in the State of Kansas during her current married life.

My Commission Expires 2/24/2021

Shanna R. Sparks
Notary Public
Shanna R. Sparks



AFFIDAVIT OF SCRIVENER'S ERROR

State of Kansas)
County of Barton)

William Torpey, being first duly sworn deposes and says:

My name is William Torpey: I am of lawful age and reside in Reno County, Kansas.

That I was the scrivener of three (3) Quitclaim Deeds described as follows:

- 1) QCD dated 5/24/2019, recorded in Book 620 at Page 6952, from Cheryl Moser, a married woman dealing with her sole and separate property and whom has never resided to the State of Kansas during her current married life, as Grantor; and Almeda Ann Glinka, f/k/a Almeda A Drake as Grantee;
- 2) QCD dated 5/24/2019, recorded in Book 620 at Page 6953, from Michael K. Drake and Gail Drake, his wife, as Grantor; and Almeda Ann Glinka, f/k/a Almeda A Drake, as Grantee; and
- 3) QCD dated 5/24/2019, recorded in Book 620 at Page 6954, from Marcia Tuter, a widow, as Grantor; and Almeda Ann Glinka, f/k/a Almeda A Drake, as Grantee;

and that the legal description contained in the deeds were each described as follows:

LOTS 17 &18 IN BLOCK 17, IN THE TOWN OF BEAVER, KANSAS.

That Affiant knows of his own knowledge, that as scrivener of the above documents, that there is a typo-graphical error in each deed where the BLOCK was described as 17, when in fact it should have been described as BLOCK 7; Affiant knows of his own knowledge that in fact there is no BLOCK 17 located in the town of Beaver, KS; and that the Grantor's each intended to convey any interest they may own in LOTS 17 & 18 IN BLOCK 7, IN THE TOWN OF BEAVER, KANSAS.

Further affiant saith not.



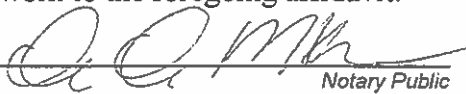
William Torpey

INDIVIDUAL ACKNOWLEDGMENT

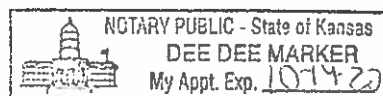
STATE OF KANSAS)
) ss
COUNTY OF RENO)

This instrument was acknowledged before me on this 10 day of June, 2019, by William Torpey, and at the same time the affiant was by me duly sworn to the foregoing affidavit.

My Commission Expires: 10-14-20



Notary Public



TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
7	Lots 17, 18	Almeda Ann Glinka, f/k/a Almeda A. Drake, a widow c/o Michael Drake, Tonganoxie, KS	100% LEASED: Palomino EXP: 4/29/2022
		TITLE NOTES: Gene C. Drake and Almeda A. Drake owned this 2/3rds as JT, 1/3rd as tenants in common. He is deceased, no probate. I have obtained a proof of death and heirship for Gene Drake, who left three children. I had all 3 children sign QCD's to their mother.	

DURABLE GENERAL POWER OF ATTORNEY

(K.S.A. 58-650 et. seq.)

THIS IS A DURABLE GENERAL POWER OF ATTORNEY AND THE AUTHORITY OF MY ATTORNEY IN FACT, WHEN EFFECTIVE, SHALL NOT TERMINATE OR BE VOID OR VOIDABLE IF I AM OR BECOME DISABLED OR INCAPACITATED OR IN THE EVENT OF LATER UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE

KNOW ALL MEN BY THESE PRESENTS:

I, ALMEDA ANN GLINKA, of 909 Maine Street, Lawrence, KS 66044 (hereinafter sometimes referred to as "Principal"), do hereby delegate, make, constitute and appoint my son, MICHAEL K. DRAKE, as my true and lawful attorney in fact (hereinafter sometimes referred to as "Attorney in fact") for me, and in my name, place and stead to:

A. Powers Exercisable by Attorney in fact

Attorney in fact is given and granted hereby general powers and is further granted the power to act with respect to all lawful subjects and purposes and the authority of the Attorney in fact acting under this power of attorney shall extend to and include each and every action or power which an adult who is nondisabled may carry out through an agent specifically authorized in the premises, with respect to any and all matters whatsoever, except as provided in paragraph B below.

Without limiting the grant herein to Principal's Attorney in fact of general powers for all subjects and purposes, Principal's Attorney in fact is expressly authorized to engage in the following actions:

- (1) to execute, amend or revoke any trust agreement;
- (2) to fund with the Principal's assets any trust not created by the Principal;
- (3) to make or revoke a gift of the Principal's property in trust or otherwise;
- (4) to disclaim a gift or devise of property to or for the benefit of the Principal;
- (5) to create or change survivorship interests in the Principal's property or in property in which the Principal may have an interest;
- (6) to designate or change the designation of beneficiaries to receive any property, benefit or contract right on the Principal's death;
- (7) to give or withhold consent to an autopsy or postmortem examination;
- (8) to make a gift of, or decline to make a gift of, the Principal's body parts under the revised uniform anatomical gift act, K.S.A. 2009 Supp. 65-3220 through 65-3244, and amendments thereto;

**ALMEDA ANN GLINKA
Durable General Power of Attorney**

(9) to nominate a guardian or conservator, including Principal's Attorney in fact, for the Principal;

(10) to give consent on behalf of the Principal to the sale, gift, transfer, mortgage or other alienation of the Principal's homestead or interest therein if:

(A) the Principal's spouse, personally or through such spouse's attorney in fact, has also consented to such alienation;

(B) the power of attorney specifically describes the homestead by reference to a legal description and the street address of the property; and

(C) the Principal's spouse, in a written document duly acknowledged by the spouse, has stated such spouse's consent that the attorney in fact may alienate the interests, in whole or in part, of the Principal in the described homestead and, further, the spouse agrees that the consent of the attorney in fact will constitute the consent of the Principal required by Article 15, Section 9 of the Kansas Constitution. Nothing herein shall be construed as a limitation or abridgement of the right of the spouse of the Principal to consent or withhold such spouse's consent to the alienation of the spouse's homestead, or any rights therein, under Article 15, section 9 of the Kansas Constitution;

(11) to designate one or more substitute or successor or additional attorneys in fact;

(12) to delegate any or all powers granted in a power of attorney pursuant to subsection (a) of K.S.A. 58-660, and amendments thereto; or

(13) to have the right of sepulcher over Principal's body and custody and control of Principal's body upon Principal's death, to make arrangements for the disposition of Principal's body, and to pay reasonable expenses incurred for the funeral and burial or other disposition of the body of Principal.

B. Powers NOT Exercisable by Attorney in fact

Attorney in fact shall NOT have the power to undertake the following acts on behalf of the Principal:

(1) to make, publish, declare, amend or revoke a will for the Principal;

(2) to make, execute, modify or revoke a declaration under K.S.A. 65-28,101 et seq., and amendments thereto, for the Principal or to make, execute, modify or revoke a do not resuscitate directive under K.S.A. 65-4941, and amendments thereto, for the Principal or to make, execute, modify or revoke a durable power of attorney for health care decisions pursuant to K.S.A. 58-625, et seq., and amendments thereto, for the Principal;

(3) to require the Principal, against the Principal's will, to take any action or to refrain from taking any action; or

(4) to carry out any actions specifically forbidden by the Principal while not under any disability or incapacity.

C. Effective Time

This DURABLE GENERAL POWER OF ATTORNEY shall become effective immediately upon the execution hereof.

ALMEDA ANN GLINKA
Durable General Power of Attorney

If at any time Principal shall amend this DURABLE GENERAL POWER OF ATTORNEY to provide that said DURABLE GENERAL POWER OF ATTORNEY shall become effective only upon the occurrence of Principal's incapacity, Principal shall be deemed to be incapacitated if at any time two (2) physicians certify in writing that Principal has become physically or mentally incapacitated and is unable to manage her affairs in her best interest, whether or not a court of competent jurisdiction has declared Principal incompetent, mentally ill or in need of a conservator or guardian.

D. Severability

In the event that any provision herein is invalid, the remaining provisions shall nonetheless be in full force and effect.

E. Limitation of Liability

For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent and/or other party to act in accordance with the powers granted in this DURABLE GENERAL POWER OF ATTORNEY, the Principal hereby represents, warrants and agrees that, if this DURABLE GENERAL POWER OF ATTORNEY is terminated for any reason whatsoever, the Principal and the Principal's heirs, distributees, legal representatives, successors and assigns will hold such party or parties harmless from any loss suffered or liability incurred by such party or parties in acting in accordance with this DURABLE GENERAL POWER OF ATTORNEY prior to such party's or parties' receipt of written notice of any such termination.

F. Nomination of Conservator or Guardian

If a conservator or guardian is to be appointed for me, I nominate the person(s) named herein as Principal's Attorney in fact to serve as conservator or guardian for me, to serve without bond or security.

G. Revocation

Any DURABLE GENERAL POWER OF ATTORNEY I have previously made is hereby revoked. This DURABLE GENERAL POWER OF ATTORNEY in no way conflicts with the DURABLE POWER OF ATTORNEY FOR HEALTH CARE DECISIONS executed by me this date pursuant to K.S.A. 58-625, and these instruments in no way are intended to be in conflict, one with the other, or otherwise cancel, modify or affect the other; it being the intention of the

ALMEDA ANN GLINKA
Durable General Power of Attorney

undersigned to have both instruments in full force and effect until later revoked by me by an instrument in writing executed and acknowledged in the same manner as required herein.

H. Signature by Attorney in fact

When signing on behalf of Principal under this DURABLE GENERAL POWER OF ATTORNEY, Attorney in fact shall sign as follows:

"ALMEDA ANN GLINKA by MICHAEL K. DRAKE, her Attorney in fact"

I. Nomination of Successor Attorney in fact

If the person delegated and appointed above to be Principal's Attorney in fact should at any time for any reason be unable or unwilling to act or to continue to act as Attorney in fact, then I delegate and appoint as successor Attorney in fact the following:

First Successor:

Principal's daughter-in-law, GAIL A. DRAKE

Second Successor:

Principal's granddaughter, JOLEEN K. McNETT

The condition under which any person named above as successor Attorney in fact may exercise any powers set forth herein is that any person who is at the time authorized hereunder to act as Principal's Attorney in fact shall be unable or unwilling to act or to continue to act as Attorney in fact. Then, in the order specified above, the first person named above as successor Attorney in fact who is able and willing to act as such Attorney in fact shall be fully authorized to act hereunder and shall have all of the powers granted originally to Principal's Attorney in fact and the term "Attorney in fact" shall refer to such person so acting. Any successor Attorney in fact may execute an affidavit that Principal's Attorney in fact is unable or unwilling to act or continue to act and such affidavit shall be conclusive evidence, insofar as third parties are concerned, of the facts set forth therein, and in such event any person acting in reliance upon such affidavit shall incur no liability to my estate, heirs, distributees, legal representatives, successors and assigns because of such reliance. Principal's Attorney in fact shall be entitled to reasonable compensation for services rendered as Attorney in fact under this power of attorney; however, any Attorney in fact may waive his, her or its right to such compensation.

**ALMEDA ANN GLINKA
Durable General Power of Attorney**

If all of the successor Attorney in fact(s) set forth above shall be unable or unwilling to act as a successor Attorney in fact, the successor Attorney in fact last entitled to act as set forth above shall be entitled to designate a successor Attorney in fact, which successor Attorney in fact shall have the right to exercise the powers set forth herein, including, but not limited to, the right to designate a successor Attorney in fact.

J. Declaration of Principal

Principal declares that the following is correct:

(1) Principal has been advised in regard to this DURABLE GENERAL POWER OF ATTORNEY,

(2) Principal understands that this DURABLE GENERAL POWER OF ATTORNEY gives to Attorney in fact nominated herein broad powers to dispose, sell, convey and encumber Principal's real and personal property, which powers, unless amended to the contrary, arise immediately upon the execution hereof,

(3) Principal understands that the powers set forth in this DURABLE GENERAL POWER OF ATTORNEY will exist for an indefinite period of time after Principal's disability or incapacity, unless their duration has been limited in this document, and

(4) Principal hereby declares that the authority granted to Principal's Attorney in fact herein shall be limited so as to prevent this power of attorney from causing Principal's Attorney in fact to be taxed on my income and/or causing my estate or the estate of Principal's Attorney in fact to be subject to a general power of appointment as that term is defined in Section 2041 of the Internal Revenue Code of 1986, as amended from time to time.

K. Execution

Executed this 30th day of APRIL, 20 14.

 _____

ALMEDA ANN GLINKA, Principal
909 Maine Street, Lawrence, KS 66044
County of DOUGLAS

**ALMEDA ANN GLINKA
Durable General Power of Attorney**

TORPCO, LLC
OIL & GAS LEASES
3 Tanglewood Ln., Hutchinson, KS 67502
316.772.6511~ torpco@yahoo.com

INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.
Date: June 12, 2019
County: Barton
State: Kansas

INVOICE #
PPI.B.030

BEAVER TOWNSITE

Lots 17 and 18 in Block 7
in the town of Beaver, Kansas, along with any interest in adjacent streets and alleys,

GROSS ACRES: **0.567** NET ACRES COVERED BY LEASE: **0.567**

LEASE COST: **\$ 100.00 (@ * per lot)**

COMMISSION: **\$ -0-**

RECORDING FEES: **\$ 142.00**

BANK CHARGES: **\$ -0-**

TOTAL COST OF LEASE: \$ 242.00 ✓

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPI.B.030**

Attached are the following documents:

- 1) One (1) recorded Oil & Gas Lease dated April 29, 2019, from **Michael Drake, A-I-F for Almeda Ann Glinka, f/k/a Almeda A. Drake, a widow**, to **Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) One (1) ownership report;
- 3) One (1) receipt for consideration paid in form of cancelled check;
- 4) One (1) recorded Affidavit of Heirship;
- 5) Copies of 3 QCD's to perfect title;
- 6) Copy of Affidavit by Scrivener to correct description in deeds;
- 7) Copy of POA (unrecorded)

*NOTE: Consideration for this lease is based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned.



5/10/2019 7:47 AM

TORPCO LLC

xxxxxxx7486

TORPCO LLC
PH. 318-772-8511
3 TANGLEWOOD LN
HUTCHINSON, KS 67502

3564
03-13/1011

4/29/2019 Date

CHECK AMOUNT

Pay to the Order of Almeda Ann Glinka

\$ 100.00

ONE HUNDRED + 00/100

Dollars



Phone
Rate
to pay
by account

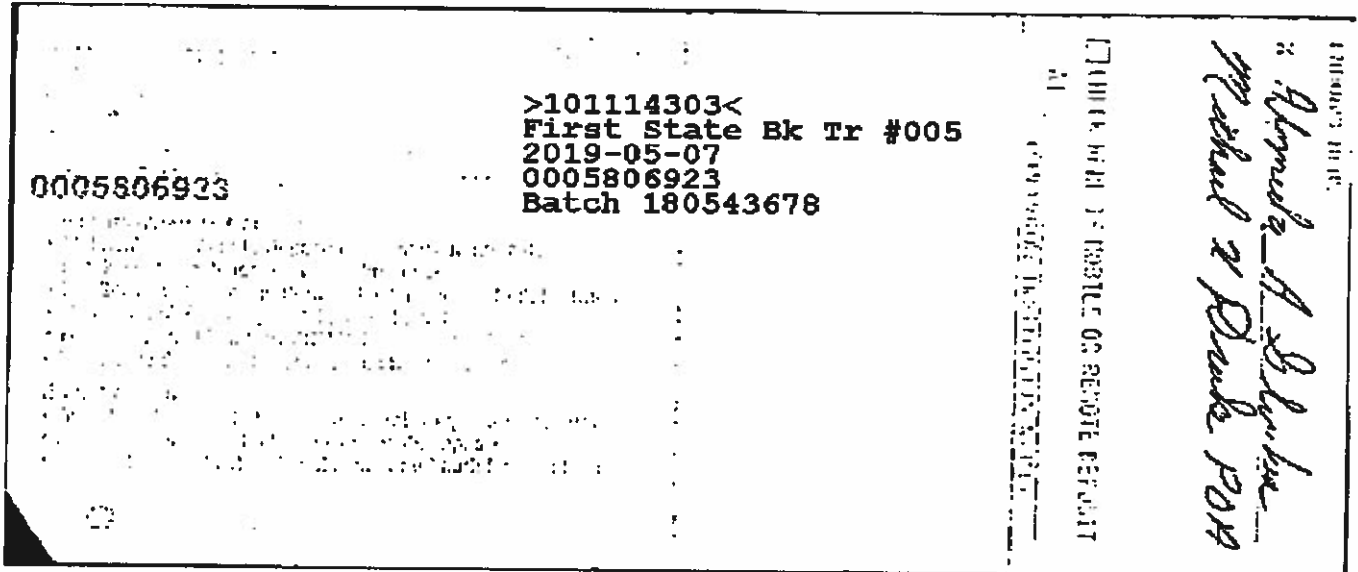


FIRST NATIONAL BANK
OF HUTCHINSON
P.O. BOX 913
HUTCHINSON, KS 67504-0913

Considered a fee
collected April 25
2019
lets 17+18 on check 7, Beside

W. J. J.

⑆ 001100171⑆ 003 748 6⑆ 3564



Amount: -100.00

Description: CHECK

Check Number: 3564

Posted Date: 5/8/2019

Transaction Type: History

Index PW
Numerical CB
Cross _____
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned CB



**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 29th day of March, 2019, by and between **Marlin R. Hitschmann and Michelle R. Hitschmann, husband and wife**, 312 E 6th St., Hoisington, KS 67544; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 9, 10, 11, and 12 in Block 1 and
Lots 1, 2, 3, 4, 5, 6, and the W. 38' of Lots 7, 8, 9, 10, 11 & 12 in Block 9, all in the town of Beaver, Kansas, along with any interest in adjacent streets and alleys,
located in Section 20, Township 16 South, Range 12 West,

and containing 3.181 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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.

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
BLOCK 1	Lots 9-12	Surface + 1/10th~ Curtis L. Hitschmann Revocable Trust, PO Box 328, Hoisington, KS 67544 #620-793-2540	LEASED: Palomino EXP: 3/29/2022
		1/2 MINS: Everett Hitschmann (620.653.7664); 648 E. State Rd. 4, Hoisington, KS 67544	LEASED: Palomino EXP: 3/29/2022
		1/10th MINS: Marlin R. Hitschmann (620.786.0508)	LEASED: Palomino EXP: 3/29/2022
		1/10th MINS: Tina M. Johnson (620.786.9549)	LEASED: Palomino EXP: 3/29/2022
		1/0th MINS: Kim Hoffman (620.786.1720); PO Box 67, Stafford, KS 67578 kimberly.hoffman@logisticusgroup.com	LEASED: Palomino EXP: 3/29/2022
		1/0th MINS: Craig A. Hitschmann (785-885-8042); PO Box 308, Natoma, KS 67651	LEASED: Palomino EXP: 3/29/2022
		PROBATES:	
		Veronica Hitschmann, 94-PR-132, Cart 558, Frame 4783	
		Frank Hitschmann, 82-P-123, Cart 300, Frame 2052	
		Urban Hitschman, 04-PR-79	
		See Affidavit on Celestine Hitschmann at Book 615-3854	

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
Block 9	Lots 1-6, W. 38' of 7-12	Sur + 1/5th: Richard L. and Jane A. Schreiber	LEASED: Palomino EXP: 3/19/2022
	3.181 acres, m/l	1/5th MINS: Marlin R. Hitschmann (620.786.0508)	LEASED: Palomino EXP: 3/29/2022
		1/5th MINS: Tina M. Johnson (620.786.9549)	LEASED: Palomino EXP: 3/29/2022
		1/5th MINS: Kim Hoffman (620.786.1720) kimberly.hoffman@logisticusgroup.com	LEASED: Palomino EXP: 3/29/2022
		1/5th MINS: Craig A. Hitschmann (785.885.8042)	LEASED: Palomino EXP: 3/29/2022
		PROBATE:	
		Urban Hitschman, 04-PR-79	

TORPCO, LLC
OIL & GAS LEASES
3 Tanglewood Ln., Hutchinson, KS 67502
316.772.6511~ torpco@yahoo.com

INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.
Date: June 12, 2019
County: Barton
State: Kansas

INVOICE #
PPI.B.023

BEAVER TOWNSITE

Lots 9, 10, 11, and 12 in Block 1 (1.214 acres) and
Lots 1, 2, 3, 4, 5, 6, and the W. 38' of Lots 7, 8, 9, 10, 11 & 12 in Block 9 (1.967 acres), all in the town of
Beaver, Kansas, along with any interest in adjacent streets and alleys,

GROSS ACRES: **3.181** NET ACRES COVERED BY LEASE: **0.3934**
(1/5th Block 9; 1/10th Block 1)

LEASE COST: \$ 100.00 (@ * per lot)

COMMISSION: \$ -0-

RECORDING FEES: \$ 38.00

BANK CHARGES: \$ -0-

TOTAL COST OF LEASE: \$ 138.00 ✓

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPI.B.023**

Attached are the following documents:

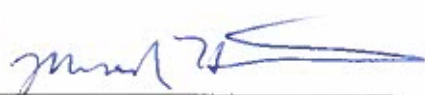
- 1) One (1) recorded Oil & Gas Lease dated March 29, 2019, from **Marlin Hitschmann, et ux**, to **Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) One (1) ownership report; and
- 3) One (1) receipt for consideration paid.

*NOTE: Consideration for this lease is based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned.

RECEIPT

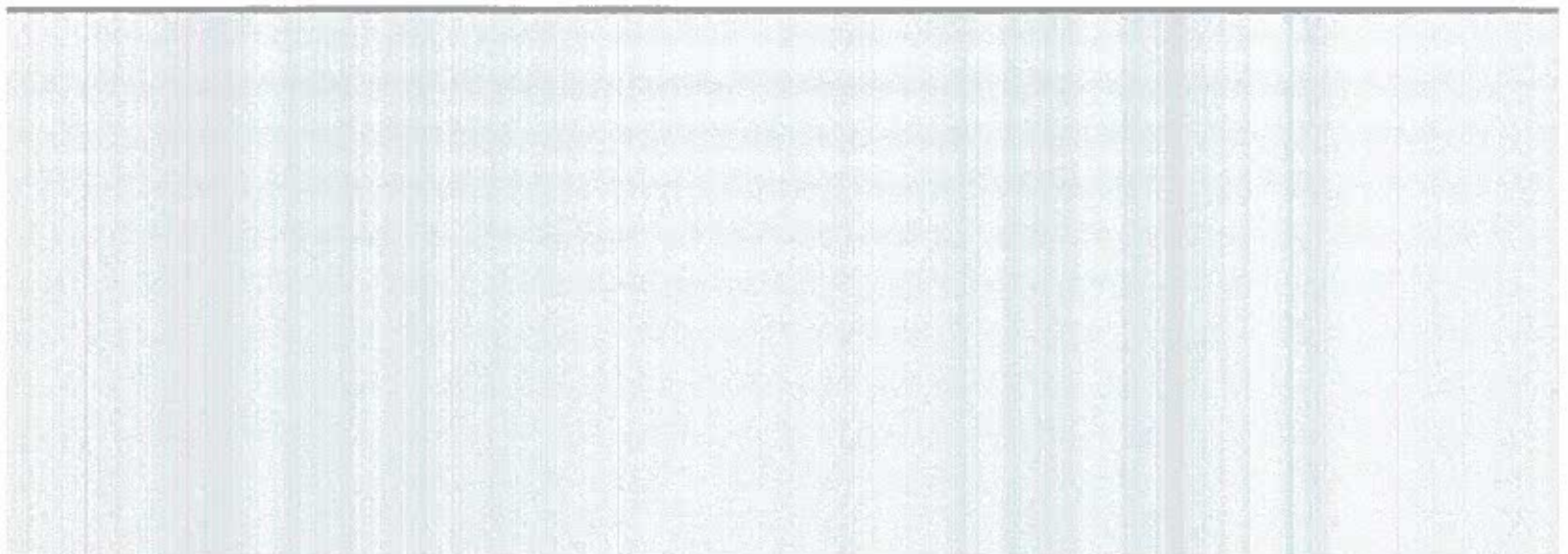
Received of **TORPCO, LLC**, the sum of **\$100.00** (Check No. 3542) being full cash consideration for an Oil and Gas Lease dated March 29, 2019, covering the following described land in Barton County, KS:

Lots 9, 10, 11, and 12 in Block 1; and
Lots 1, 2, 3, 4, 5, 6, and the W. 38' of Lots 7, 8, 9, 10, 11 & 12 in Block 9
in the town of Beaver, KS.

✓ 

Marlin R. Hitschmann

10/30
3-29-19



Index SW
Numerical CB
Gross _____
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned CB



**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 29th day of March, 2019, by and between **Craig A. Hitschmann and Ronda Hitschmann, his wife**, PO Box 308, Natoma, KS 67651; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 9, 10, 11, and 12 in Block 1 and
Lots 1, 2, 3, 4, 5, 6, and the W. 38' of Lots 7, 8, 9, 10, 11 & 12 in Block 9, all in the town of Beaver, Kansas, along with any interest in adjacent streets and alleys,
located in Section 20, Township 16 South, Range 12 West,

and containing 3.181 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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.

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
BLOCK 1	Lots 9-12	Surface + 1/10th~ Curtis L. Hitschmann Revocable Trust, PO Box 328, Hoisington, KS 67544 #620-793-2540	LEASED: Palomino EXP: 3/29/2022
		1/2 MINS: Everett Hitschmann (620.653.7664); 648 E. State Rd. 4, Hoisington, KS 67544	LEASED: Palomino EXP: 3/29/2022
		1/10th MINS:Marlin R. Hitschmann (620.786.0508)	LEASED: Palomino EXP: 3/29/2022
		1/10th MINS: Tina M. Johnson (620.786.9549)	LEASED: Palomino EXP: 3/29/2022
		1/0th MINS: Kim Hoffman (620.786.1720); PO Box 67, Stafford, KS 67578 kimberly.hoffman@logisticusgroup.com	LEASED: Palomino EXP: 3/29/2022
		1/0th MINS: Craig A. Hitschmann (785-885-8042); PO Box 308, Natoma, KS 67651	LEASED: Palomino EXP: 3/29/2022
		PROBATES:	
		Veronica Hitschmann, 94-PR-132, Cart 558, Frame 4783	
		Frank Hitschmann, 82-P-123, Cart 300, Frame 2052	
		Urban Hitschman, 04-PR-79	
		See Affidavit on Celestine Hitschmann at Book 615-3854	

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
Block 9	Lots 1-6, W. 38' of 7-12	Sur + 1/5th: Richard L. and Jane A. Schreiber	LEASED: Palomino EXP: 3/19/2022
	3.181 acres, m/l	1/5th MINS: Marlin R. Hitschmann (620.786.0508)	LEASED: Palomino EXP: 3/29/2022
		1/5th MINS: Tina M. Johnson (620.786.9549)	LEASED: Palomino EXP: 3/29/2022
		1/5th MINS: Kim Hoffman (620.786.1720) kimberly.hoffman@logisticusgroup.com	LEASED: Palomino EXP: 3/29/2022
		1/5th MINS: Craig A. Hitschmann (785.885.8042)	LEASED: Palomino EXP: 3/29/2022
		PROBATE:	
		Urban Hitschman, 04-PR-79	

**TORPCO, LLC
OIL & GAS LEASES**

3 Tanglewood Ln., Hutchinson, KS 67502
316.772.6511 ~ torpco@yahoo.com

INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.
Date: June 12, 2019
County: Barton
State: Kansas

**INVOICE #
PPI.B.024**

BEAVER TOWNSITE

Lots 9, 10, 11, and 12 in Block 1 (1.214 acres) and
Lots 1, 2, 3, 4, 5, 6, and the W. 38' of Lots 7, 8, 9, 10, 11 & 12 in Block 9 (1.967 acres), all in the town of
Beaver, Kansas, along with any interest in adjacent streets and alleys,

GROSS ACRES: **3.181** NET ACRES COVERED BY LEASE: **0.3934**
(1/5th Block 9; 1/10th Block 1)

LEASE COST: \$ **100.00** (@ * per lot)

COMMISSION: \$ **-0-**

RECORDING FEES: \$ **38.00**

BANK CHARGES: \$ **-0-**

TOTAL COST OF LEASE: \$ 138.00 ✓

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPI.B.024**

Attached are the following documents:

- 1) One (1) recorded Oil & Gas Lease dated March 29, 2019, from **Craig A. Hitschmann, et ux**, to **Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) One (1) ownership report; and
- 3) One (1) receipt for consideration paid.

*NOTE: Consideration for this lease is based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned.

RECEIPT

Received of **TORPCO, LLC**, the sum of **\$100.00** (Check No. 3566) being full cash consideration for an Oil and Gas Lease dated March 29, 2019, covering the following described land in Barton County, KS:

Lots 9, 10, 11, and 12 in Block 1; and
Lots 1, 2, 3, 4, 5, 6, and the W. 38' of Lots 7, 8, 9, 10, 11 & 12 in Block 9
in the town of Beaver, KS.



Craig Hitschmann



Index PW
Numerical CB
Cross _____
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned CB



**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 29th day of March, 2019, by and between **Kimberly Hoffman, a/k/a Kim Hoffman, and James Hoffman, her husband**, Po Box 67, Stafford, KS 67578; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 9, 10, 11, and 12 in Block 1 and
Lots 1, 2, 3, 4, 5, 6, and the W. 38' of Lots 7, 8, 9, 10, 11 & 12 in Block 9, all in the town of Beaver, Kansas, along with any interest in adjacent streets and alleys,
located in Section 20, Township 16 South, Range 12 West,

and containing 3.181 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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.

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TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
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		1/2 MINS: Everett Hitschmann (620.653.7664); 648 E. State Rd. 4, Hoisington, KS 67544	LEASED: Palomino EXP: 3/29/2022
		1/10th MINS:Marlin R. Hitschmann (620.786.0508)	LEASED: Palomino EXP: 3/29/2022
		1/10th MINS: Tina M. Johnson (620.786.9549)	LEASED: Palomino EXP: 3/29/2022
		1/0th MINS: Kim Hoffman (620.786.1720); PO Box 67, Stafford, KS 67578 kimberly.hoffman@logisticusgroup.com	LEASED: Palomino EXP: 3/29/2022
		1/0th MINS: Craig A. Hitschmann (785-885-8042); PO Box 308, Natoma, KS 67651	LEASED: Palomino EXP: 3/29/2022
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		Veronica Hitschmann, 94-PR-132, Cart 558, Frame 4783	
		Frank Hitschmann, 82-P-123, Cart 300, Frame 2052	
		Urban Hitschman, 04-PR-79	
		See Affidavit on Celestine Hitschmann at Book 615-3854	

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
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	3.181 acres, m/l	1/5th MINS: Marlin R. Hitschmann (620.786.0508)	LEASED: Palomino EXP: 3/29/2022
		1/5th MINS: Tina M. Johnson (620.786.9549)	LEASED: Palomino EXP: 3/29/2022
		1/5th MINS: Kim Hoffman (620.786.1720) kimberly.hoffman@logisticusgroup.com	LEASED: Palomino EXP: 3/29/2022
		1/5th MINS: Craig A. Hitschmann (785.885.8042)	LEASED: Palomino EXP: 3/29/2022
		PROBATE:	
		Urban Hitschman, 04-PR-79	

TORPCO, LLC
OIL & GAS LEASES

3 Tanglewood Ln., Hutchinson, KS 67502
316.772.6511~ torpco@yahoo.com

INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.

Date: June 12, 2019

County: Barton

State: Kansas

INVOICE #

PPL.B.025

BEAVER TOWNSITE

Lots 9, 10, 11, and 12 in Block 1 (1.214 acres) and
Lots 1, 2, 3, 4, 5, 6, and the W. 38' of Lots 7, 8, 9, 10, 11 & 12 in Block 9 (1.967 acres), all in the town of
Beaver, Kansas, along with any interest in adjacent streets and alleys,

GROSS ACRES: **3.181** NET ACRES COVERED BY LEASE: **0.3934**
(1/5th Block 9; 1/10th Block 1)

LEASE COST: \$ **100.00** (@ * per lot)

COMMISSION: \$ **-0-**

RECORDING FEES: \$ **38.00**

BANK CHARGES: \$ **-0-**

TOTAL COST OF LEASE: \$ 138.00 ✓

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPL.B.025**

Attached are the following documents:

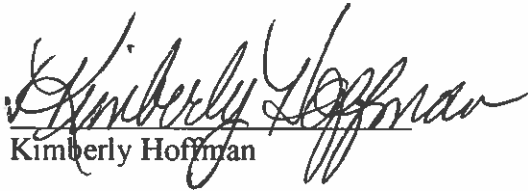
- 1) One (1) recorded Oil & Gas Lease dated March 29, 2019, from **Kimberly Hoffman, et vir**, to **Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) One (1) ownership report; and
- 3) One (1) receipt for consideration paid.

*NOTE: Consideration for this lease is based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned.

RECEIPT

Received of **TORPCO, LLC**, the sum of **\$100.00** (Check No. 3552) being full cash consideration for an Oil and Gas Lease dated March 29, 2019, covering the following described land in Barton County, KS:

Lots 9, 10, 11, and 12 in Block 1; and
Lots 1, 2, 3, 4, 5, 6, and the W. 38' of Lots 7, 8, 9, 10, 11 & 12 in Block 9
in the town of Beaver, KS.


Kimberly Hoffman

Index PW
Numerical CB
Cross _____
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned CB



**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 29th day of March, 2019, by and between **Tina M. Johnson, a single person**, 1208 N. Main St., Hoisington, KS 67544; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 9, 10, 11, and 12 in Block 1 and
Lots 1, 2, 3, 4, 5, 6, and the W. 38' of Lots 7, 8, 9, 10, 11 & 12 in Block 9, all in the town of Beaver,
Kansas, along with any interest in adjacent streets and alleys,
located in Section 20, Township 16 South, Range 12 West,

and containing 3.181 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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.

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
BLOCK 1	Lots 9-12	Surface + 1/10th~ Curtis L. Hitschmann Revocable Trust, PO Box 328, Hoisington, KS 67544 #620-793-2540	LEASED: Palomino EXP: 3/29/2022
		1/2 MINS: Everett Hitschmann (620.653.7664); 648 E. State Rd. 4, Hoisington, KS 67544	LEASED: Palomino EXP: 3/29/2022
		1/10th MINS:Marlin R. Hitschmann (620.786.0508)	LEASED: Palomino EXP: 3/29/2022
		1/10th MINS: Tina M. Johnson (620.786.9549)	LEASED: Palomino EXP: 3/29/2022
		1/0th MINS: Kim Hoffman (620.786.1720); PO Box 67, Stafford, KS 67578 kimberly.hoffman@logisticusgroup.com	LEASED: Palomino EXP: 3/29/2022
		1/0th MINS: Craig A. Hitschmann (785-885-8042); PO Box 308, Natoma, KS 67651	LEASED: Palomino EXP: 3/29/2022
		PROBATES:	
		Veronica Hitschmann, 94-PR-132, Cart 558, Frame 4783	
		Frank Hitschmann, 82-P-123, Cart 300, Frame 2052	
		Urban Hitschman, 04-PR-79	
		See Affidavit on Celestine Hitschmann at Book 615-3854	

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
Block 9	Lots 1-6, W. 38' of 7-12	Sur + 1/5th: Richard L. and Jane A. Schreiber	LEASED: Palomino EXP: 3/19/2022
	3.181 acres, m/l	1/5th MINS: Marlin R. Hitschmann (620.786.0508)	LEASED: Palomino EXP: 3/29/2022
		1/5th MINS: Tina M. Johnson (620.786.9549)	LEASED: Palomino EXP: 3/29/2022
		1/5th MINS: Kim Hoffman (620.786.1720) kimberly.hoffman@logisticusgroup.com	LEASED: Palomino EXP: 3/29/2022
		1/5th MINS: Craig A. Hitschmann (785.885.8042)	LEASED: Palomino EXP: 3/29/2022
		PROBATE:	
		Urban Hitschman, 04-PR-79	

TORPCO, LLC
OIL & GAS LEASES
3 Tanglewood Ln., Hutchinson, KS 67502
316.772.6511 ~ torpco@yahoo.com

INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.
Date: June 12, 2019
County: Barton
State: Kansas

INVOICE #
PPI.B.026

BEAVER TOWNSITE

Lots 9, 10, 11, and 12 in Block 1 (1.214 acres) and
Lots 1, 2, 3, 4, 5, 6, and the W. 38' of Lots 7, 8, 9, 10, 11 & 12 in Block 9 (1.967 acres), all in the town of
Beaver, Kansas, along with any interest in adjacent streets and alleys,

GROSS ACRES: **3.181** NET ACRES COVERED BY LEASE: **0.3934**
(1/5th Block 9; 1/10th Block 1)

LEASE COST: \$ **100.00** (@ * per lot)

COMMISSION: \$ **-0-**

RECORDING FEES: \$ **38.00**

BANK CHARGES: \$ **-0-**

TOTAL COST OF LEASE: \$ 138.00 ✓

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPI.B.026**

Attached are the following documents:

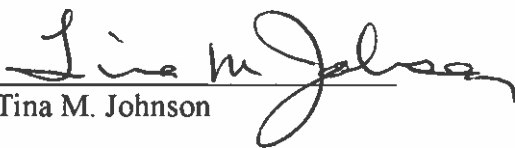
- 1) One (1) recorded Oil & Gas Lease dated March 29, 2019, from **Tina M. Johnson, single**, to **Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) One (1) ownership report; and
- 3) One (1) receipt for consideration paid.

*NOTE: Consideration for this lease is based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned.

RECEIPT

Received of **TORPCO, LLC**, the sum of **\$100.00** (Check No. 3541) being full cash consideration for an Oil and Gas Lease dated March 29, 2019, covering the following described land in Barton County, KS:

Lots 9, 10, 11, and 12 in Block 1; and
Lots 1, 2, 3, 4, 5, 6, and the W. 38' of Lots 7, 8, 9, 10, 11 & 12 in Block 9
in the town of Beaver, KS.


Tina M. Johnson

Index PW
 Numerical CB
 Cross _____
 DC Book _____
 Plat Book _____
 Military Book _____
 Art of Inc Book _____
 Scanned CB



**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 27th day of March, 2019, by and between **Francis Meyeres, a/k/a Francis L. Meyeres, a/k/a Francis L. (Joe) Meyeres, and Monica Meyeres, his wife**, 817 E. Cothrell St., Olathe, KS 66061; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 6, 8, 9 and 10 in Block 7; Lots 11 and 12 in Block 8; and Lot 18 in Block 10, all in the town of Beaver, Kansas, along with any interest in adjacent streets and alleys, in Section 20, Township 16 South, Range 12 West,

and containing 2.16 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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.

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
Block 7	Lots 6, 8, 9, 10	1/6th~ Mary E. Balderston, 584 2nd Ave., Beaver, KS 67525	Leased: Palomino EXP: 3/19/2022
Block 8	Lots 11-12	1/6th~ Francis L. (Joe) Meyeres, 817 E. Cothrell St., Olathe, KS 66061 (913.200.3994)	Leased: Palomino EXP: 3/27/2022
Block 10	Lot 18	1/6th~ Barbara Urban, 407 E. 5th, Hoisington, KS 67544 (620-617-3096),	Leased: Palomino EXP: 3/27/2022
		1/6th~ Leonella Gilkey, PO Box 105, Garfield, KS 67529 (620.569.2410); (620.569.1000)~ Dave email (elkanexploration@hotmail.com)	Leased: Palomino EXP: 4/15/2022
		1/6th~Larae Connor, 3923 NW Ponderosa, Lees Summit, MO 64064 (816.373.3137)	Leased: Palomino EXP: 3/27/2022
		1/12th: Lennie Thompson (sole child of Karen Sue Thompson a/k/a Yeager, record owner, deceased, see Heirship), 739 E. Second, Hoisington, KS 67544 (620.292.7117)	Leased: Palomino EXP: 5/15/2022
		1/12th: Craig Yeager, Wamego, KS, surviving spouse of Karen Sue Thompson a/k/a Yeager	Trying to locate
		PROBATES:	
		Leo C. Meyeres, #77-PR-184, Cart 292, Frame 2933	
		Francis L. Meyeres Starbuck, #81-PR-236, Cart 301, Frame 4845	
		<i>See AFF of Heirship for Karen Sue Thompson, a/k/a Yeager</i>	

TORPCO, LLC
OIL & GAS LEASES
3 Tanglewood Ln., Hutchinson, KS 67502
316.772.6511~ torpco@yahoo.com

INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.

Date: June 12, 2019

County: Barton

State: Kansas

INVOICE #

PPI.B.020

BEAVER TOWNSITE

Lots 6, 8, 9 and 10 in Block 7; Lots 11 and 12 in Block 8;
and Lot 18 in Block 10, all in the town of Beaver, Kansas,
along with any interest in adjacent streets and alleys

GROSS ACRES: **2.16** NET ACRES COVERED BY LEASE: **.36 (1/6th)**

LEASE COST: \$ **50.00** (@ * per lot)

COMMISSION: \$ **-0-**

RECORDING FEES: \$ **38.00**

BANK CHARGES: \$ **-0-**

TOTAL COST OF LEASE: \$ 88.00 ✓

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPI.B.020**

Attached are the following documents:

- 1) One (1) recorded Oil & Gas Lease dated March 27, 2019, from **Francis Meyeres (+ a/k/a's), et ux,** to **Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) One (1) ownership report; and
- 3) One (1) receipt for consideration paid in form of cancelled check.

*NOTE: Consideration for this lease is based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned. In some cases, I paid a minimum of \$50 as consideration.

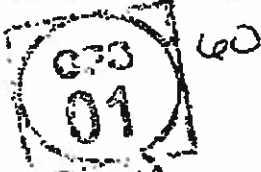


4/22/2019 11:13 AM

TORPCO LLC

xxxxxxx7486

TORPCO LLC
PH. 316-772-6511
3 TANGLEWOOD LN
HUTCHINSON, KS 67502



3538
03-17-1911

3/27/2019
Date

CHECK NUMBER

Pay to the Order of Francis Meyeres + Monica Meyeres \$ 50.00
Fifty + 00/100 Dollars



Consideration
For \$50.00
3/27/2019
HUTCHINSON, KS 67504-0019
lets in Room 15

W. J. J.

⑆ 001 1001 71⑆ 003 748 6⑆ 3538

Security Features

⑆ 001 1001 71⑆

3538

003 748 6⑆

Security Features exceed industry standards and include:
• The Security Weave pattern on back designed to deter fraud
• Microprint (MP) lines printed on front and back
• The words ORIGINAL DOCUMENT across the back
• Photo Safe Deposit icon visible on front and back

Do not cash if:

- Any of the features listed above are missing or appear altered
- Fugitive ink on back looks pink or has dark grey tint
- Brown stains and colored spots appear on both front and back



ENDORSE HERE
 CHECK HERE IF DEPOSITED AT
 MOBILE OR REMOTE DEPOSIT
 AT _____
 INSTITUTION NAME _____
Monica Meyeres
Francis Meyeres

Amount: -50.00
 Description: CHECK
 Check Number: 3538
 Posted Date: 4/8/2019
 Transaction Type: History

index Sw
Numerical CB
Cross _____
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned CB



**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 19th day of March, 2019, by and between **Leonard L. Moeder and Linda M. Moeder, Trustees of the Leonard L. & Linda M. Moeder Revocable Trust dated April 5, 2018, 572 1st Ave., Beaver, KS 67525**; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 1, 2, 3, 4 in Block 3;
S. 10' of Lot 5, all Lot 6 in Block 5;
Lots 7 and 8 in Block 12,
including any interest in adjacent streets and alleys, all located in the town of Beaver, Kansas,
in Section 20, Township 16 South, Range 12 West

and containing 1.676 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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 Lessors, 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 80 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 unitization of oil. Lessee shall execute in writing and file for record in the county in which the lands is situated an instrument indentifying and describing the pooled acreage. The entire acreage so pooled into a unit or units 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 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 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.
Witnesses:

Leonard L. Moeder TRUSTEE
Leonard L. Moeder, Trustee

Linda M. Moeder TRUSTEE
Linda M. Moeder, Trustee

STATE OF KANSAS
COUNTY OF BARTON

ACKNOWLEDGMENT FOR INDIVIDUAL

The foregoing instrument was acknowledged before me this 19th day of March, 2019, by Leonard L. Moeder and Linda M. Moeder, Trustees of the Leonard L. & Linda M. Moeder Revocable Trust dated April 5, 2018.

My commission expires 2-11-2020

William Torpey
Notary Public
WILLIAM TORPEY
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 2-11-2020

STATE OF KANSAS
COUNTY OF _____

ACKNOWLEDGMENT FOR CORPORATION

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ President of _____ a _____ corporation, on behalf of the corporation

My commission expires _____

Notary Public

Index SW
Numerical CB
Cross CB
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned CB



AFFIDAVIT BY TRUSTEE(S)

COMES NOW the undersigned, of lawful age and upon their oath being first duly sworn, and state as follows:

1. That this affidavit is made in connection with the following lands in Barton County, Kansas, to-wit:

Lots 1, 2, 3, 4 in Block 3;
S. 10' of Lot 5, all Lot 6 in Block 5;
Lots 7 and 8 in Block 12

along with adjacent streets and alleys, all located in the town of Beaver, Kansas,

2. That we are the presently-existing trustees of that trust known as the Leonard L. and Linda M. Moeder Revocable Trust dated April 5, 2018 to which the above-described property was conveyed by deed recorded in Book 620, Page 1978 of the records of the Register of Deeds of said county.

3. That said trust is revocable and is presently in existence.

4. That we are authorized, without limitation, to execute and deliver to Palomino Petroleum, Inc. as lessee, an oil and gas lease covering the above-described

(NOTE: Complete the following only if the trust is revocable.)

5. That the original grantor-settlors of said trust were Leonard L. and Linda M. Moeder, husband and wife

6. (If grantor-settler living) They are the same husband and wife who joined in execution of the deed of said lands into the trust.

7. (If grantor-settler deceased) _____ is deceased and has/has not remarried. If remarried, name of current spouse is _____.

FURTHER AFFIANT(S) SAITH NAUGHT.

Leonard L. Moeder
Leonard L. Moeder

Linda M. Moeder
Linda M. Moeder

INDIVIDUAL ACKNOWLEDGMENT

STATE OF KANSAS)
) ss
COUNTY OF BARTON)

This instrument was acknowledged before me on this 19th day of March, 2019 by Leonard L. Moeder and Linda M. Moeder, and at the same time the affiants were by me duly sworn to the foregoing affidavit.

My Commission Expires: 2-11-2020

William Torpey
Notary Public
WILLIAM TORPEY
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 2-11-2020

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
Block 3	Lots 1-4	Leonard L. & Linda M. Moeder Revocable Trust dated 4/5/18, 572 1st Ave., Beaver, KS 67525	100%~
Block 5	S. 10' of Lot 5, All-Lot 6		LEASED: Palomino
Block 12	Lots 7, 8		EXP: 3/19/2022
		PROBATES:	
		Veronica Hitschmann, 94-P-132, Cart 558, Frame 4783	
		E. L. Jacobs, #8173, Cart 260, Frame 994	
		John Frederick, #3609, Cart 205, Frame 3708	
		Josie Frederick, #?#, Cart237, Frame 707	
		Urban L. Hitschmann, 2004-PR-79	
	Lot 2, Block 3	Frank Hitschmann, 82-P-123, Cart 300 , Frame 2052	
		C. W. Christians, #10908, Cart 279, Frame 2352	
		Ferdinand Prosser, #6212, Cart 240, Frame 198	
		Lawrence Schremmer, Case #86-P-20, Cart 399, Frame 3267	
		SEE AFF regarding Celestine Hitschmann, Bk-615-3854	
		NOTE: In Lot 2, Block 3, it is possible that 1/4 interest is out to Everett Hitschmann- will try to confirm.	

TORPCO, LLC
OIL & GAS LEASES
3 Tanglewood Ln., Hutchinson, KS 67502
316.772.6511~ torpco@yahoo.com

INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.
Date: June 10, 2019
County: Barton
State: Kansas

INVOICE #
PPI.B.001

BEAVER TOWNSITE

Lots 1, 2, 3, 4 in Block 3;
S. 10' of Lot 5, all Lot 6 in Block 5;
Lots 7 and 8 in Block 12,
including any interest in adjacent streets and alleys, all located in the town of Beaver, Kansas

GROSS ACRES: **1.676** NET ACRES COVERED BY LEASE: **1.676**

LEASE COST: **\$260.00 (@ * per lot)**

COMMISSION: **\$ -0-**

RECORDING FEES: **\$ 59.00**

BANK CHARGES: **\$ -0-**

TOTAL COST OF LEASE: \$319.00 ✓

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPI.B.001**

Attached are the following documents:

- 1) One (1) recorded Oil & Gas Lease dated March 19, 2019, from **the Leonard L. and Linda M. Moeder Revocable Trust**, to **Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) One (1) ownership report;
- 3) One (1) recorded Affidavit by Trustee; and
- 4) One (1) receipt for consideration paid.

*NOTE: Consideration for this lease is based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned.

RECEIPT

Received of **TORPCO, LLC**, the sum of **\$260.00** (Check No. 3523) being full cash consideration for an Oil and Gas Lease dated March 19, 2019, covering the following described land in Barton County, KS:

Lots 1, 2, 3, 4 in Block 3;
S. 10' of Lot 5, all Lot 6 in Block 5;
Lots 7 and 8 in Block 12,
including any interest in adjacent streets and alleys, all located in the town of Beaver, Kansas,
in Section 20, Township 16 South, Range 12 West

all located in the town of Beaver, KS.



Leonard L. Moeder, Trustee

Mail PW
 Index B
 Proofed PW/CB
 Deeds to Clerk _____
 Numerical CB
 Cross _____
 Scanned CB
 DC Book _____
 Military Book _____
 Plat Book _____

**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 2nd day of July, 2019, by and between **Morris Kay, as Trustee under and pursuant to the Last Will and Testament of Morris Garvin, deceased**, PO Box 1773, Lawrence, KS 66044; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lot 18 in Block 2 in the town of Beaver, Kansas,

along with any interest in adjacent streets and alleys, in Section 20, Township 16 South, Range 12 West,

and containing 0.349 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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

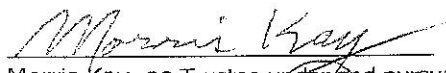
damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

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 Lessors, 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 80 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 unitization of oil. Lessee shall execute in writing and file for record in the county in which the lands is situated an instrument indentifying and describing the pooled acreage. The entire acreage so pooled into a unit or units 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 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 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.
Witnesses:



Morris Kay, as Trustee under and pursuant to the Last Will and Testament of Morris Garvin, deceased

STATE OF KANSAS
COUNTY OF DOUGLAS

ACKNOWLEDGMENT FOR INDIVIDUAL

The foregoing instrument was acknowledged before me this 13/sep/2019 day of ~~July~~, 2019, by Morris Kay, as Trustee under and pursuant to the Last Will and Testament of Morris Garvin, deceased.

My commission expires 3/16/22


REBECCA FULBRIGHT Notary Public
Notary Public - State of Kansas
My Appointment Expires 3/16/22

Mail ow
Index CB
Proofed PWCB
Deeds to Clerk _____
Numerical CB
Cross _____
Scanned CB
DC Book _____
Military Book _____
Plat Book _____

AFFIDAVIT BY TRUSTEE

COMES NOW the undersigned, of lawful age and upon his oath being first duly sworn, and state as follows:

1. That this affidavit is made in connection with the following lands in Barton County, Kansas, to-wit:

Lot 18 in Block 2 in the town of Beaver, Kansas,

2. That I am the presently-existing trustee of that trust created pursuant to the Last Will and Testament of Morris Garvin, deceased, as shown in Probate Case #78-P-19, Stafford County, Kansas.

3. That said trust is irrevocable and is presently in existence.

4. That I am authorized, without limitation, to execute and deliver to Palomino Petroleum, Inc. as lessee, an oil and gas lease covering the above-described

FURTHER AFFIANT SAITH NAUGHT.

Morris Kay
Morris Kay

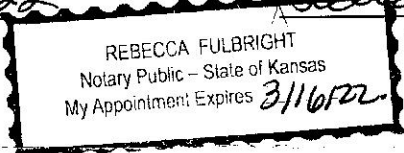
9-13-19

INDIVIDUAL ACKNOWLEDGMENT

STATE OF KANSAS)
) ss)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on this 13 day of Sep., 2019 by Morris Kay, and at the same time the affiant was by me duly sworn to the foregoing affidavit.

My Commission Expires: 3/16/22 Rebecca Fulbright Notary Public



Index SW
 Numerical CB
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 DC Book _____
 Plat Book _____
 Military Book _____
 Art of Inc Book _____
 Scanned CB



**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 19th day of March, 2019, by and between **Richard L. Schreiber and Jane A. Schreiber, husband and wife, doing business as Richlan Drilling**, 582 2nd Ave., Beaver, KS 67525; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 1, 2, 3, 4, 5, 6, 7 and 8 in Block 2; and
 Lots 11, 12 in Block 7
 including any interest in adjacent streets and alleys; and
 all located in the town of Beaver, Kansas,
 in Section 20, Township 16 South, Range 12 West,

and containing 1.423 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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.

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
Block 2	Lots 1-8	Richlan Drilling, 598 2nd Ave., Beaver, KS 67525	100%~
Block 7	Lots 11-12		LEASED: Palomino
			EXP: 3/19/2022
		PROBATES:	
		R. W. Polzin, #10496, Cart280, Frame1418	
		John R. Christians, #6028, Cart 238, Frame 620	
		Nina F. Christians, #87-P-187, Cart 411, Frame 2207	
		Edwin Kirmer, #7496, Cart 275, Frame 3436	
		NOTE: Several term mineral reservations, all expired	

TORPCO, LLC
OIL & GAS LEASES
3 Tanglewood Ln., Hutchinson, KS 67502
316.772.6511~ torpco@yahoo.com

INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.
Date: June 10, 2019
County: Barton
State: Kansas

INVOICE #
PPI.B.004

BEAVER TOWNSITE

Lots 1, 2, 3, 4, 5, 6, 7 and 8 in Block 2; and
Lots 11, 12 in Block 7
including any interest in adjacent streets and alleys; and
all located in the town of Beaver, Kansas,
in Section 20, Township 16 South, Range 12 West,

GROSS ACRES: **1.423** NET ACRES COVERED BY LEASE: **1.423**

LEASE COST: \$ **250.00** (@ * per lot)

COMMISSION: \$ **-0-**

RECORDING FEES: \$ **38.00**

BANK CHARGES: \$ **-0-**

TOTAL COST OF LEASE: \$ 288.00 ✓

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPI.B.004**

Attached are the following documents:

- 1) One (1) recorded Oil & Gas Lease dated March 19, 2019, from **the Richard L. Schreiber and Jane A. Schreiber, h/w, doing business as Richlan Drilling**, to **Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) One (1) ownership report; and
- 3) One (1) receipt for consideration paid.

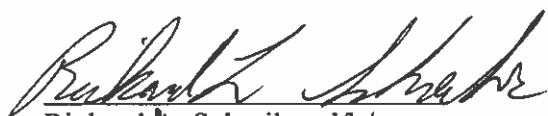
*NOTE: Consideration for this lease is based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned.

RECEIPT

Received of **TORPCO, LLC**, the sum of **\$250.00** (Check No. 3528) being full cash consideration for an Oil and Gas Leases dated March 19, 2019, covering the following described land in Barton County, KS:

Lots 1-8 in Block 2; Lots 11, 12 in Block 7,

in the town of Beaver, KS.



Richard A. Schreiber d/b/a
RICHLAN DRILLING

Index SW
Numerical CB
Cross _____
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned CB



**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 19th day of March, 2019, by and between **Richard L. Schreiber and Jane A. Schreiber, husband and wife**, 582 2nd Ave., Beaver, KS 67525; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 1, 2, 3, 4, 5, 6, and the West 38' of Lots 7, 8, 9, 10, 11, 12 in Block 9, along with any interest in adjacent streets and alleys; and all located in the town of Beaver, Kansas, in Section 20, Township 16 South, Range 12 West,

and containing 1.967 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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.

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
Block 9	Lots 1-6, W. 38' of 7-12	Sur + 1/5th: Richard L. and Jane A. Schreiber	LEASED: Palomino EXP: 3/19/2022
	3.181 acres, m/l	1/5th MINS: Marlin R. Hitschmann (620.786.0508)	LEASED: Palomino EXP: 3/29/2022
		1/5th MINS: Tina M. Johnson (620.786.9549)	LEASED: Palomino EXP: 3/29/2022
		1/5th MINS: Kim Hoffman (620.786.1720) kimberly.hoffman@logisticusgroup.com	LEASED: Palomino EXP: 3/29/2022
		1/5th MINS: Craig A. Hitschmann (785.885.8042)	LEASED: Palomino EXP: 3/29/2022
		PROBATE:	
		Urban Hitschman, 04-PR-79	

TORPCO, LLC
OIL & GAS LEASES
3 Tanglewood Ln., Hutchinson, KS 67502
316.772.6511~ torpco@yahoo.com

INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.
Date: June 10, 2019
County: Barton
State: Kansas

INVOICE #
PPI.B.003

BEAVER TOWNSITE

Lots 1, 2, 3, 4, 5, 6, and the West 38' of Lots 7, 8, 9, 10, 11, 12 in Block 9,
along with any interest in adjacent streets and alleys; and
all located in the town of Beaver, Kansas

GROSS ACRES: **1.967** NET ACRES COVERED BY LEASE: **0.3934 (1/5th interest)**

LEASE COST: \$ **75.00** (@ * per lot)

COMMISSION: \$ **-0-**

RECORDING FEES: \$ **38.00**

BANK CHARGES: \$ **-0-**

TOTAL COST OF LEASE: \$ 113.00 ✓

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPI.B.003**

Attached are the following documents:

- 1) One (1) recorded Oil & Gas Lease dated March 19, 2019, from **the Richard L. Schreiber and Jane A. Schreiber, h/w**, to **Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) One (1) ownership report; and
- 3) One (1) receipt for consideration paid.


*NOTE: Consideration for this lease is based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned.

RECEIPT

Received of **TORPCO, LLC**, the sum of **\$1,812.50** (Check No. 3550) being full cash consideration for three (3) Oil and Gas Leases dated March 19, 2019, covering the following described land in Barton County, KS:

1) Lots 1, 2, 3, 4, 5, 6, and the West 38' of Lots 7, 8, 9, 10, 11, 12 in Block 9 (partial 1/5 th minerals) Hitschmann	\$75.00
2) Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 8, Lots 13, 14, 15, 16 and 17 in Block 10 (1/4 mins of Schreiber Farms, LLC)	\$187.50
3) Lots 1, 2, 3, 4, 5, 6 in Block 1; (\$300) S/2 of Lot 2, all Lot 3 in Block 5; (\$75) Lot 13 in Block 7; (\$50) E. 102' of Lots 7, 8, 9, 10, 11, and 12 in Block 9; (\$200) Lots 1-12 in Block 10; (\$300) the S. 15' of Lot 3, All of Lots 4-7, 13-18 in Block 11; (\$425) and Lots 1, 4, 5, and 6 in Block 12 (\$200)	\$1,550 \$1,762.50 1, 812.50

all located in the town of Beaver, KS.



Richard L. Schreiber

**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 19th day of March, 2019, by and between **Robert A. Schreiber and Denise Schreiber, husband and wife**, 268 NE 220 Road, Hoisington, KS 67544; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 1, 2, 3, 4 and 5 in Block 7,
along with adjacent streets and alleys, all located in the town of Beaver, Kansas,
in Section 20, Township 16 South, Range 12 West,

and containing 0.717 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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.

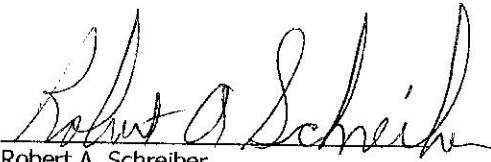
Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, 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 80 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 unitization of oil. Lessee shall execute in writing and file for record in the county in which the lands is situated an instrument indentifying and describing the pooled acreage. The entire acreage so pooled into a unit or units 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 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 net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

Lessee agrees to set Surface pipe to a minimum of 500 feet on any well drilled on the leased premises

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


Robert A. Schreiber


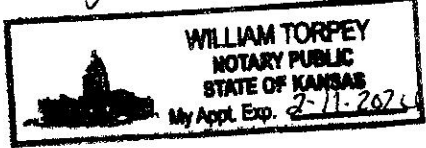

Denise Schreiber

STATE OF KANSAS
COUNTY OF BARTON

ACKNOWLEDGMENT FOR INDIVIDUAL

The foregoing instrument was acknowledged before me this 20th day of February, 2020,
by Robert A. Schreiber and Denise Schreiber, husband and wife.

My commission expires 2-11-2024


Notary Public


Index SW
Numerical CB
Cross _____
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned CB



**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 19th day of March, 2019, by and between **Richard L. Schreiber and Jane A. Schreiber, husband and wife**, 582 2nd Ave., Beaver, KS 67525; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 8,
Lots 13, 14, 15, 16 and 17 in Block 10
along with any interest in the adjacent streets and alleys, all located in the town of Beaver, Kansas,
in Section 20, Township 16 South, Range 12 West,

and containing 4.036 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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.

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
Block 8	Lots 1-10	Richard L. Schreiber	25%~LEASED: Palomino EXP: 3/19/2022
Block 10	Lots 13-17	Catherine A. Folmnsbee; 8700 Waverly, Oklahoma City, OK 73120	25%~LEASED: Palomino EXP: 3/19/2022
		Robert A. Schreiber	25%~LEASED: Palomino EXP: 3/19/2022
		Kristine M. Beran; Otis, KS	25%~LEASED: Palomino EXP: 3/19/2022
		PROBATES:	
		Regina Prosser, #7257, Cart 250, Frame 3893	
		Mary Ann Schreiber, Case #2012-PR-101	
		Richard J. Schreiber, Case #94-P-123, Frame 558, Frame 4308	
		Leo C. Meyeres 77-PR-184, Cart 292, Frame 2933	

TORPCO, LLC

OIL & GAS LEASES

3 Tanglewood Ln., Hutchinson, KS 67502

316.772.6511 ~ torpco@yahoo.com

INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.

Date: June 10, 2019

County: Barton

State: Kansas

INVOICE #

PPI.B.007

BEAVER TOWNSITE

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 8,

Lots 13, 14, 15, 16 and 17 in Block 10

along with adjacent streets and alleys, all located in the town of Beaver, Kansas

GROSS ACRES: **4.036** NET ACRES COVERED BY LEASE: **1.009 (1/4th)**

LEASE COST: **\$ 187.50 (@ * per lot)**

COMMISSION: **\$ -0-**

RECORDING FEES: **\$ 38.00**

BANK CHARGES: **\$ -0-**

TOTAL COST OF LEASE: \$ 225.50 ✓

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPI.B.007**

Attached are the following documents:

- 1) One (1) recorded Oil & Gas Lease dated March 19, 2019, from **Richard L. Schreiber and Jane A. Schreiber, husband and wife**, to **Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) One (1) ownership report; and
- 3) One (1) receipt for consideration paid.

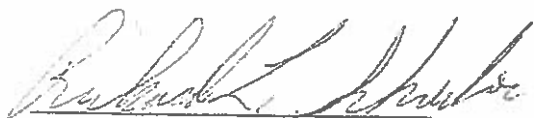
- *NOTE: Consideration for this lease is based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned.

RECEIPT

Received of TORPCO, LLC, the sum of \$1,812.50 (Check No. 3550) being full cash consideration for three (3) Oil and Gas Leases dated March 19, 2019, covering the following described land in Barton County, KS:

- 1) Lots 1, 2, 3, 4, 5, 6, and the West 38' of
Lots 7, 8, 9, 10, 11, 12 in Block 9
(partial 1/5th minerals) Hirschmann \$75.00
- 2) Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 8,
Lots 13, 14, 15, 16 and 17 in Block 10
(1/4 mins of Schreiber Farms, LLC) \$187.50
- 3) Lots 1, 2, 3, 4, 5, 6 in Block 1; (\$300) \$1,550
S/2 of Lot 2, all Lot 3 in Block 5; (\$75) \$1,762.50
Lot 13 in Block 7; (\$50) 1, 912.50
E. 102' of Lots 7, 8, 9, 10, 11, and 12 in Block 9; (\$200)
Lots 1-12 in Block 10; (\$300)
the S. 15' of Lot 3, All of Lots 4-7, 13-18 in Block 11; (\$425)
and Lots 1, 4, 5, and 6 in Block 12 (\$200)

all located in the town of Beaver, KS.


Richard L. Schreiber

Index SW
Numerical CB
Cross _____
CC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned CB



**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 19th day of March, 2019, by and between **Richard L. Schreiber and Jane A. Schreiber, husband and wife**, 582 2nd Ave., Beaver, KS 67525; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 1, 2, 3, 4, 5, 6 in Block 1; S/2 of Lot 2, all Lot 3 in Block 5; Lot 13 in Block 7
E. 102' of Lots 7, 8, 9, 10, 11, and 12 in Block 9; Lots 1-12 in Block 10; the S. 15'
of Lot 3, All of Lots 4-7, 13-18 in Block 11; and Lots 1, 4, 5, and 6 in Block 12
along with any interest in adjacent streets and alleys; and
all located in the town of Beaver, Kansas,
in Section 20, Township 16 South, Range 12 West,

and containing 8.504 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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

Block	LOT	MINERAL OWNER	Notes
Block 1	Lots 1-6	Richard L. Schreiber and Jane A. Schreiber, 598 2nd Ave., Beaver, KS 67525	100% Minerals Leased: Palomino EXP: March 19, 2022
Block 5	S/2 Lot 2, All Lot 3		
Block 7	Lots 13		
Block 9	E, 102' of Lots 7-12		
Block 10	Lots 1-12		
Block 11	S. 15' of Lot 3, All of Lots 4-7, 13-18		
Block 12	Lots 1, 4, 5, 6		
		Mary Ann Schreiber, Case #2012-PR-101	
		Richard J. Schreiber, Case #94-P-123, Frame 558, Frame 4308	
		Klaas Christians, Case 45116, Cart 219, Frame 2314	
		Ida A. Christians, #12058, Cart 238, Frame 630	
		Joe F. Kaiser #83-P-258 (deceased joint tenant)	
		Otto R. Whitmer #7198, Cart 251, Frame 2526	
		Mary E. Whitmer #8809, Cart 264, Frame 4772	
		Anna Polzin #3035, Cart 200, Frame 4215	
		R. W, Polzin #10496, Cart 280, Frame 1418	
		J. B. Frederick #3609, Cart 205, Frame 3708	
		Edwin Kirmer #7496, Cart 275, Frame 3436	
		Christ Christians #10908, Casrt 279, Frame 1403	
		NOTE: Term mineral reservations expired when no longer any production in Beaver Townsite.	

TORPCO, LLC
OIL & GAS LEASES
3 Tanglewood Ln., Hutchinson, KS 67502
316.772.6511~ torpco@yahoo.com

INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.
Date: June 10, 2019
County: Barton
State: Kansas

INVOICE #
PPI.B.002

BEAVER TOWNSITE

Lots 1, 2, 3, 4, 5, 6 in Block 1; S/2 of Lot 2, all Lot 3 in Block 5; Lot 13 in Block 7
E. 102' of Lots 7, 8, 9, 10, 11, and 12 in Block 9; Lots 1-12 in Block 10; the S. 15'
of Lot 3, All of Lots 4-7, 13-18 in Block 11; and Lots 1, 4, 5, and 6 in Block 12
along with any interest in adjacent streets and alleys; and
all located in the town of Beaver, Kansas

GROSS ACRES: **8.504** NET ACRES COVERED BY LEASE: **8.504**

LEASE COST: **\$1,550.00 (@ * per lot)**

COMMISSION: \$ **-0-**

RECORDING FEES: \$ **38.00**

BANK CHARGES: \$ **-0-**

TOTAL COST OF LEASE: \$1,588.00 ✓

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPI.B.002**

Attached are the following documents:

- 1) One (1) recorded Oil & Gas Lease dated March 19, 2019, from **the Richard L. Schreiber and Jane A. Schreiber, h/w**, to **Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) One (1) ownership report; and
- 3) One (1) receipt for consideration paid.

*NOTE: Consideration for this lease is based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned.

RECEIPT

Received of **TORPCO, LLC**, the sum of **\$1,812.50** (Check No. 3550) being full cash consideration for three (3) Oil and Gas Leases dated March 19, 2019, covering the following described land in Barton County, KS:

1) Lots 1, 2, 3, 4, 5, 6, and the West 38' of Lots 7, 8, 9, 10, 11, 12 in Block 9 (partial 1/5 th minerals) Hitschmann	\$75.00
2) Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 8, Lots 13, 14, 15, 16 and 17 in Block 10 (1/4 mins of Schreiber Farms, LLC)	\$187.50
3) Lots 1, 2, 3, 4, 5, 6 in Block 1; (\$300) S/2 of Lot 2, all Lot 3 in Block 5; (\$75) Lot 13 in Block 7; (\$50) E. 102' of Lots 7, 8, 9, 10, 11, and 12 in Block 9; (\$200) Lots 1-12 in Block 10; (\$300) the S. 15' of Lot 3, All of Lots 4-7, 13-18 in Block 11; (\$425) and Lots 1, 4, 5, and 6 in Block 12 (\$200)	\$1,550 \$1,762.50 1,812.50

all located in the town of Beaver, KS.


Richard L. Schreiber

Mail PW
Index CB
Proofed PW/SW
Deeds to Clerk _____
Numerical CB
Cross _____
Scanned CB
DC Book _____
Military Book _____
Plat Book _____



**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 15th day of May, 2019, by and between **Lennie Thompson, a single person**, 739 E. Second St., Hoisington, KS 67544; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 6, 8, 9 and 10 in Block 7; Lots 11 and 12 in Block 8; and Lot 18 in Block 10, all in the town of Beaver, Kansas, along with any interest in adjacent streets and alleys, in Section 20, Township 16 South, Range 12 West,

and containing 2.16 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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.

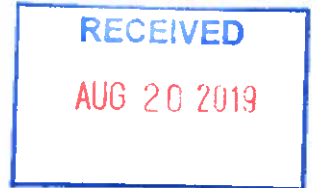
Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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.

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
Block 7	Lots 6, 8, 9, 10	1/6th~ Mary E. Balderston, 584 2nd Ave., Beaver, KS 67525	Leased: Palomino EXP: 3/19/2022
Block 8	Lots 11-12	1/6th~ Francis L. (Joe) Meyeres, 817 E. Cothrell St., Olathe, KS 66061 (913.200.3994)	Leased: Palomino EXP: 3/27/2022
Block 10	Lot 18	1/6th~ Barbara Urban, 407 E. 5th, Hoisington, KS 67544 (620-617-3096),	Leased: Palomino EXP: 3/27/2022
		1/6th~ Leonella Gilkey, PO Box 105, Garfield, KS 67529 (620.569.2410); (620.569.1000)~ Dave email (elkanexploration@hotmail.com)	Leased: Palomino EXP: 4/15/2022
		1/6th~Larae Connor, 3923 NW Ponderosa, Lees Summit, MO 64064 (816.373.3137)	Leased: Palomino EXP: 3/27/2022
		1/12th: Lennie Thompson (sole child of Karen Sue Thompson a/k/a Yeager, record owner, deceased, see Heirship Affidavit), 739 E. Second, Hoisington, KS 67544 (620.292.7117)	Leased: Palomino EXP: 5/15/2022
		1/12th: Craig Yeager, 60 1/2 Huron Circle, Council Bluffs, IA 51501 (ph 402.305.9842) {surviving spouse of Karen Sue Thompson Yeager~ see Heirship Affidavit}	Leased: Palomino EXP: 6/17/2022
		PROBATES:	
		Leo C. Meyeres, #77-PR-184, Cart 292, Frame 2933	
		Felicitas Meyeres Starbuck, #81-P-258, Cart 301, Frame 4845	
		See AFF of Heirship for Karen Sue Thompson, a/k/a Yeager	

TORPCO, LLC
OIL & GAS LEASES
3 Tanglewood Ln., Hutchinson, KS 67502
316.772.6511~ torpco@yahoo.com



INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.
Date: August 19, 2019
County: Barton
State: Kansas

INVOICE #
PPI.B.031

BEAVER TOWNSITE

Lots 6, 8, 9 and 10 in Block 7; Lots 11 and 12 in Block 8;
and Lot 18 in Block 10, all in the town of Beaver, Kansas,
along with any interest in adjacent streets and alleys

GROSS ACRES: 2.16 NET ACRES COVERED BY LEASE: .18 (1/12th)

LEASE COST: \$ 50.00 (@ * per lot)

COMMISSION: \$ -0-

RECORDING FEES: \$ 59.00

BANK CHARGES: \$ -0-

TOTAL COST OF LEASE: \$ 109.00

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPI.B.031**

Attached are the following documents:

- 1) One (1) recorded Oil & Gas Lease dated May 15, 2019, from **Lennie Thompson**, to **Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) One (1) ownership report;
- 3) One (1) receipt for consideration paid; and
- 4) One (1) recorded Heirship Affidavit.

*NOTE: Consideration leases in Beaver are based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned. In some cases, I paid a minimum of \$50 as consideration.

RECEIPT

Received of **TORPCO, LLC**, the sum of **\$50.00** (Check No. 3574) being full cash consideration for an Oil and Gas Lease dated May 15, 2019, covering the following described land in Barton County, KS:

Lots 6, 8, 9 and 10 in Block 7;
Lots 11 and 12 in Block 8; and
Lot 18 in Block 10, all in the town of Beaver, Kansas,



Lennie Thompson

6/24/09

Index PW
Numerical CB
Cross _____
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned CB



**OIL AND GAS LEASE
(Paid-up)**

AGREEMENT, made and entered into this 27th day of March, 2019, by and between **Barbara E. Urban, a/k/a Barbara Urban, and Thomas J. Urban, her husband**, 407 E. 5th St. Holsington, KS 67544; hereinafter called Lessor (whether one or more), and **PALOMINO PETROLEUM, INC.**, hereinafter called Lessee.

Lessor, in consideration of Ten & Dollars (\$10.00) and other valuable consideration, 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 the County of **BARTON**, State of **KANSAS**, described as follows, to wit:

Lots 6, 8, 9 and 10 in Block 7; Lots 11 and 12 in Block 8; and Lot 18 in Block 10, all in the town of Beaver, Kansas, along with any interest in adjacent streets and alleys, in Section 20, Township 16 South, Range 12 West,

and containing 2.16 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or 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), at 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 to the 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 Lessee's operations thereon, except water from wells of Lessor.

When requested by the 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 the 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 Lessee 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 to 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.

TOWN OF BEAVER

BLOCK	LOT	MINERAL OWNER	STATUS
Block 7	Lots 6, 8, 9, 10	1/6th~ Mary E. Balderston, 584 2nd Ave., Beaver, KS 67525	Leased: Palomino EXP: 3/19/2022
Block 8	Lots 11-12	1/6th~ Francis L. (Joe) Meyeres, 817 E. Cothrell St., Olathe, KS 66061 (913.200.3994)	Leased: Palomino EXP: 3/27/2022
Block 10	Lot 18	1/6th~ Barbara Urban, 407 E. 5th, Hoisington, KS 67544 (620-617-3096),	Leased: Palomino EXP: 3/27/2022
		1/6th~ Leonella Gilkey, PO Box 105, Garfield, KS 67529 (620.569.2410); (620.569.1000)~ Dave email (elkanexploration@hotmail.com)	Leased: Palomino EXP: 4/15/2022
		1/6th~Larae Connor, 3923 NW Ponderosa, Lees Summit, MO 64064 (816.373.3137)	Leased: Palomino EXP: 3/27/2022
		1/12th: Lennie Thompson (sole child of Karen Sue Thompson a/k/a Yeager, record owner, deceased, see Heirship), 739 E. Second, Hoisington, KS 67544 (620.292.7117)	Leased: Palomino EXP: 5/15/2022
		1/12th: Craig Yeager, Wamego, KS, surviving spouse of Karen Sue Thompson a/k/a Yeager	Trying to locate
		PROBATES:	
		Leo C. Meyeres, #77-PR-184, Cart 292, Frame 2933	
		Francis Meyeres Starbuck, #81-PR-236, Cart 301, Frame 4045	
		<i>See AFF of Heirship for Karen Sue Thompson, a/k/a Yeager</i>	

TORPCO, LLC
OIL & GAS LEASES
3 Tanglewood Ln., Hutchinson, KS 67502
316.772.6511~ torpco@yahoo.com

INVOICE & LEASE SUBMITTAL

TO: PALOMINO PETROLEUM, INC.
Date: June 12, 2019
County: Barton
State: Kansas

INVOICE #
PPI.B.021

BEAVER TOWNSITE

Lots 6, 8, 9 and 10 in Block 7; Lots 11 and 12 in Block 8;
and Lot 18 in Block 10, all in the town of Beaver, Kansas,
along with any interest in adjacent streets and alleys

GROSS ACRES: 2.16 NET ACRES COVERED BY LEASE: .36 (1/6th)

LEASE COST: \$ 50.00 (@ * per lot)

COMMISSION: \$ -0-

RECORDING FEES: \$ 38.00

BANK CHARGES: \$ -0-

TOTAL COST OF LEASE: \$ 88.00 ✓

PLEASE MAKE CHECK PAYABLE TO: **TORPCO, LLC** and show invoice #**PPI.B.021**

Attached are the following documents:

- 1) One (1) recorded Oil & Gas Lease dated March 27, 2019, from **Barbara E. Urban (+ a/k/a), et vir,** to **Palomino Petroleum, Inc.**, for a term of three (3) years;
- 2) One (1) ownership report; and
- 3) One (1) receipt for consideration paid in form of cancelled check.

*NOTE: Consideration for this lease is based on consideration at the rate of \$25 per 140' X 25' lot; and \$50 per 140' X 50' lot. Interest for lots that were not full lots were approximately proportioned. In some cases, I paid a minimum of \$50 as consideration.

1 FIRST NATIONAL BANK
OF HUTCHINSON

TORPCO LLC

XXXXXXXX7486

4/22/2019 11:09 AM

TORPCO LLC
PH. 318-772-6511
3 TANGLEWOOD LN
HUTCHINSON, KS 67502

3543
83-171011

3/30/2019 Date

CHECK NUMBER

Pay to the Order of BARBARA E URBAN
fifty + 00/100

\$ 50.00

Dollars



Microprint
of the
check number
Transfer on back

1 FIRST NATIONAL BANK

OF HUTCHINSON
P.O. BOX 913
HUTCHINSON, KS 67504-0913

*Cons. checked 3/21/19
for OK with Bank KS*

Will J. J.

⑆ 101100171⑆ 003 748 6⑆ 3543

35 1003 04/03/2019 09:07:23

>101103880<
Wilson State Bank
Wilson, KS 67490
Phone: 785-658-3441
Bus Date: 04/03/2019

Branch/Teller 1003/0035
04/03/2019 09:07:24
P.E.G.

VOID IF FOLDED OR REPROTE DEPOSIT

Barbara E Urban

Amount: -50.00
Description: CHECK
Check Number: 3543
Posted Date: 4/4/2019
Transaction Type: History

Conservation Division
266 N. Main St., Ste. 220
Wichita, KS 67202-1513



Phone: 316-337-6200
Fax: 316-337-6211
<http://kcc.ks.gov/>

Andrew J. French, Chairperson
Dwight D. Keen, Commissioner
Susan K. Duffy, Commissioner

Laura Kelly, Governor

October 12, 2021

Klee Robert Watchous
Palomino Petroleum, Inc.
4924 SE 84TH ST
NEWTON, KS 67114-8827

Re: Drilling Pit Application
Beaver 1
SE/4 Sec.20-16S-12W
Barton County, Kansas

Dear Klee Robert Watchous:

According to the drilling pit application referenced above, no earthen pits will be used at this location. Steel pits will be used. Please inform the Commission in writing as to which disposal well you utilized to dispose of the contents in the steel pits and the amount of fluid that was disposed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, within 30 days of fluid removal.

Should a haul-off pit be necessary please file form CDP-1 (April 2004), Application for Surface Pit, through KOLAR. This location will have to be inspected prior to approval of the haul-off pit application.

A copy of this letter should be posted in the doghouse along with the approved Intent to Drill. If you have any questions or concerns please feel free to contact the District Office at (785) 261-6250.

HAUL-OFF PIT APPLICATION FILING REQUIREMENTS

82-3-607.

DISPOSAL OF DIKE AND PIT CONTENTS.

(a)

Each operator shall perform one of the following when disposing of dike or

pit

contents:

- (1) Remove the liquid contents to a disposal well or other oil and gas operation approved by the commission or to road maintenance or construction locations approved by the department;
- (2) dispose of reserve pit waste down the annular space of a well completed according to the alternate I requirements of K.A.R. 82-3-106, if the waste to be disposed of was generated during the drilling and completion of the well;

or

- (3) dispose of the remaining solid contents in any manner required by the commission. The requirements may include any of the following:
 - (A) Burial in place, in accordance with the grading and restoration requirements in K.A.R. 82-3-602 (f);
 - (B) removal and placement of the contents in an on-site disposal area approved by the commission;
 - (C) removal and placement of the contents in an off-site disposal area

on

acreage owned by the same landowner or to another producing

lease

or unit operated by the same operator, if prior written permission

from

the landowner has been obtained; or

approved (D) removal of the contents to a permitted off-site disposal area
by the department.

- (b) Each violation of this regulation shall be punishable by the following:
- (1) A \$1,000 penalty for the first violation;
 - (2) a \$2,500 penalty for the second violation; and
 - (3) a \$5,000 penalty and an operator license review for the third violation.

File Haul-Off Pit Application in KOLAR. Review the information below and attach all required documents to the pit application when submitting through KOLAR. This form will automatically generate and fill in from questions asked in KOLAR.

Haul-off pit will be located in an on-site disposal area: ___Yes ___No

Haul-off pit is located in an off-site disposal area on acreage owned by the same landowner: ___Yes ___No If yes, written permission from the land owner must be obtained. Attach written permission to haul-off pit application.

Haul-off pit is located in an off-site disposal area on another **producing** lease or unit operated by the same operator: ___Yes ___No If yes, written permission from the land owner must be obtained. Attach permission and a copy of the lease assignment that covers the acreage where the haul-off pit is to be located, to the haul-off pit application.