

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
April 2019
Form must be Typed
Form must be Signed
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

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

Check applicable boxes:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

**** Side Two Must Be Completed.**

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

____ - ____ - ____ - ____ Sec. ____ Twp. ____ R. ____ E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Type of Pit: Emergency Burn Settling Haul-Off Workover Drilling

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Oil / Gas Purchaser: _____

Title: _____

Date: _____

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by

Permit No.: _____ . Recommended action: _____

Date: _____

Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit

permitted by No.: _____ .

Date: _____

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 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 hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: _____ Signature of Operator or Agent: _____ Title: _____

FORM T3

Reorder No. 09-246 Kansas Blue Print 700 S. Broadway PO Box 703 Wichita, KS 67201-0703 316-264-9344 264-5182 fax www.kbp.com kbp@kbp.com

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 3rd day of June, 2009, a certain oil and gas lease was made, executed, and delivered by Greg Simpson and Theresa Simpson, his wife

as Lessor, to Palomino Petroleum, Inc. as Lessee, covering the following-described lands in Trego County, State of Kansas, to-wit:

Township 15 South, Range 23 West Section 16: SW/4 - the East 115 acres

Register of Deeds Trego County, Kansas Brenda L. Brock

Book: 228 Page: 135

Receipt #: 17964 Total Fees: \$21.00 Pages Recorded: 1

Brenda L. Brock

Date Recorded: 9/16/2020 8:45:00 AM



said lease being recorded in Book 157 at Page 647 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 9th day of September, 2020.

Theresa Simpson, Manager

Cyrus, LLC

STATE OF Kansas } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.) COUNTY OF Ness

Before me, the undersigned, a Notary Public, within and for said County and State, on this 9th day of September, 2020, personally appeared Theresa Simpson, Manager, Cyrus, LLC and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 01-29-2023

Lori A. Kisslinger

Notary Public

STATE OF } ss. ACKNOWLEDGMENT FOR CORPORATION COUNTY OF

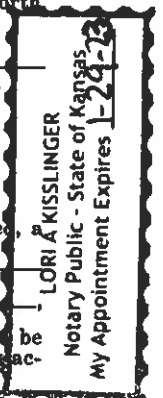
Be it remembered that on this day of before me, the undersigned, Notary Public, duly commissioned, in and for the county and state aforesaid, came president of

a corporation of the State of personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires

Notary Public



**RATIFICATION OF
OIL AND GAS LEASE**

FROM

TO

Date _____
 Section _____ Twp. _____ Rge. _____
 No. of Acres _____ Term _____
 County _____

STATE OF _____
 County of _____ } ss:

This instrument was filed for record on the

day of _____

at _____ o'clock _____ M., and duly recorded

in Book _____ Page _____ of
 the records of this office.

By _____
 Register of Deeds.

When recorded, return to _____

THE KANSAS BLUE PRINT CO.
 5 WICHITA, KANSAS
 PHOTO STAT SERVICE-UP-TO-DATE OIL MAPS

No. _____

STATE OF _____
 COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
 Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, _____, personally appeared _____ and _____
 to me personally known to be the identical person, who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
 My commission expires _____
 Notary Public _____

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____
 COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION
 Be it remembered that on this _____ day of _____, _____, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came _____ president of _____ a corporation of the State of _____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.
 My commission expires _____
 Notary Public _____

STATE OF _____
 COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
 Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, _____, personally appeared _____ and _____
 to me personally known to be the identical person, who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
 My commission expires _____
 Notary Public _____

STATE OF _____
 COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
 Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, _____, personally appeared _____ and _____
 to me personally known to be the identical person, who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
 My commission expires _____
 Notary Public _____

OIL AND GAS LEASE

Reorder No. 09-115



Kansas Blue Print 700 S. Broadway, PO Box 793 Wichita, KS 67201-0793 316-264-9344 264-5185 fax www.kbp.com kbp@kbp.com

AGREEMENT, Made and entered into the 3rd day of June 2009 by and between Greg Simpson and Theresa Simpson, his wife

whose mailing address is RR 1, Box 145 Ransom, Kansas 67572 hereinafter called Lessor (whether one or more), and Palomino Petroleum Inc.

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

Township 15 South, Range 23 West Section 16: SW/4 - the East 115 acres

In Section Township and containing 115 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, 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 the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

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

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

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

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the 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 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

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

Witnesses: Greg Simpson

Theresa Simpson Theresa Simpson

SS# 513-50-7225

SS# 513-50-5327

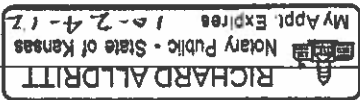
STATE OF Kansas

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOKCnE)

The foregoing instrument was acknowledged before me this 4th day of June, 2009.

by Greg Simpson and Theresa Simpson, his wife

My commission expires



Richard Aldritt
Notary Public

Richard Aldritt
Notary Public

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ and _____

My commission expires

Notary Public

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ and _____

My commission expires

Notary Public

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ and _____

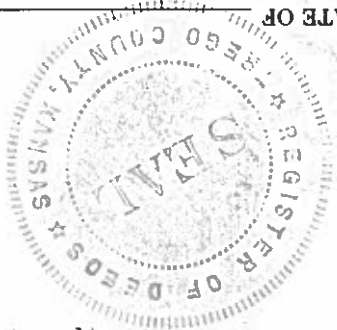
My commission expires

Notary Public

OIL AND GAS LEASE

FROM

TO



STATE OF KANSAS

COUNTY OF TREGO SS

THIS INSTRUMENT WAS FILED

FOR RECORD THIS 23rd DAY OF

June, 2009 AT 9:00 AM

AND RECORDED IN BOOK 157 OF

RECORDS AT PAGE 647 FEE \$ 12.00

Eeva M. Rumpel, REGISTER OF DEEDS

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____

corporation, on behalf of the corporation.

My commission expires

Notary Public

FORM 88 — (PRODUCER'S SPECIAL) (PAID-UP)

63U (Rev. 1993)

OIL AND GAS LEASE

Reorder No. 09-115



Kansas Blue Print 700 S. Broadway PO Box 793 Wichita, KS 67201-0793 316-264-6344 264-5185 fax www.kbp.com • kbp@kbp.com

AGREEMENT, Made and entered into the 27th day of May 2009

by and between Leslie J. Basgall and Shirley K. Basgall, his wife

whose mailing address is 308 West 3rd Street Ransom, Kansas 67572 hereinafter called Lessor (whether one or more), and Palomino Petroleum Inc.

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

Township 15 South, Range 23 West Section 16: NW/4, SW/4 - the West 45 acres

In Section Township Range and containing 205 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, 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 the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

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

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

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

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the 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 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

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

Witnesses:

Leslie J. Basgall

Shirley K. Basgall

SS# 514-42-0271

Notary Public

My commission expires _____

corporation, on behalf of the corporation.

of _____

by _____

The foregoing instrument was acknowledged before me this _____ day of _____

STATE OF _____ COUNTY OF _____

Evea M. Rumpel, REGISTER OF DEEDS

RECORDS AT PAGE 395 FEE \$ 12.00

AND RECORDED IN BOOK 157 OF

June, 2009 AT 9:00 AM

FOR RECORD THIS 4th DAY OF

THIS INSTRUMENT WAS FILED

COUNTY OF TREGO SS

STATE OF KANSAS



OIL AND GAS LEASE

FROM

No. _____

TO

Date _____

Section _____

Twp. _____

Rge. _____

No. of Acres _____

Term _____

County _____

STATE OF _____

County _____

This instrument was filed for record on the _____

day of _____

at _____ o'clock _____ M.

and duly recorded

in Book _____

Page _____ of _____

of the records of this office.

Register of Deeds.

By _____

When recorded, return to _____

Notary Public

My commission expires _____

by _____

The foregoing instrument was acknowledged before me this _____ day of _____

STATE OF _____ COUNTY OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCnE)

Notary Public

My commission expires _____

by _____

The foregoing instrument was acknowledged before me this _____ day of _____

STATE OF _____ COUNTY OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCnE)

Notary Public

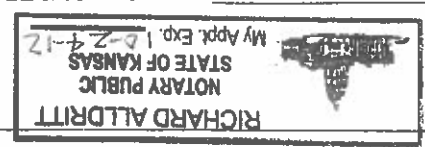
My commission expires _____

by _____

The foregoing instrument was acknowledged before me this _____ day of _____

STATE OF _____ COUNTY OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCnE)



Richard Aldritt
Notary Public

Rum AUM

My commission expires _____

Shirley K. Basgall, his wife

and Leslie J. Basgall

The foregoing instrument was acknowledged before me this _____ 27th day of _____

STATE OF Kansas COUNTY OF Ness

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCnE)

EXHIBIT "A"

Lessor: Greg Simpson and Theresa Simpson, his wife
Lessee: Palomino Petroleum, Inc.
Date: June 3, 2009
Book: 157
Page: 647

Extension recorded in Book 179, Page 204
Ratification of Oil and Gas Lease recorded in Book 228, Page 135
Legal Description: Insofar and only insofar as said lease covers an 8.83 acre tract more particularly described as beginning at point located at 2640' FSL and 1238' FWL; then East 660 feet; then South 583 feet; then West 660 feet; then North 583 feet to the POB, located in the Southwest Quarter (SW/4) of Section 16, Township 15 South, Range 23 West, Trego County, Kansas

Lessor: Leslie J. Basgall and Shirley K. Basgall, his wife
Lessee: Palomino Petroleum, Inc.
Date: May 27, 2009
Book: 157
Page: 395

Legal Description: Insofar and only insofar as said lease covers a 1.17 acre tract more particularly described as beginning at point located at 2563' FNL and 1238' FWL; then East 660 feet; then South 77 feet; then West 660 feet; then North 77 feet to the POB, located in the Northwest Quarter (NW/4) of Section 16, Township 15 South, Range 23 West, Trego County, Kansas

ASSIGNMENT OF OIL AND GAS LEASE

Simpson - Basgall

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

NICHOLAS P. GERSTNER

hereinafter called Assignor, for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

WHITETAIL CRUDE, INC.

hereinafter called Assignee, all of Assignor's right, title and interest in and to the oil and gas lease(s) described in Exhibit "A" together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This Assignment is made without warranty of title, express or implied. This assignment is limited to working interest only in and to the oil and gas lease(s) described in Exhibit "A".

This Assignment is subject to its proportionate share of overriding royalty interest of record.

This Assignment is subject to the terms of that certain Declaration of Pooling as recorded in Book 194, Pages 533-534, in the office of the Register of Deeds, Trego County, Kansas.

All of the provisions of this Assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

This Assignment shall be effective January 1, 2021.

EXECUTED this 13th day of January, 2021.

By: Nicholas P. Gerstner
Nicholas P. Gerstner

STATE OF KANSAS)
) SS
COUNTY OF HARVEY)

The foregoing instrument was acknowledged before me, a Notary Public, on this 13th day of January, 2021, by NICHOLAS P. GERSTNER.

My appointment expires:

Lauren Wilson
Notary Public

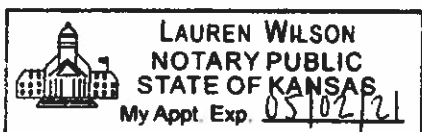


EXHIBIT "A"

Lessor: Greg Simpson and Theresa Simpson, his wife
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Date: June 3, 2009
Book: 157
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Lessor: Leslie J. Basgall and Shirley K. Basgall, his wife
Lessee: Palomino Petroleum, Inc.
Date: May 27, 2009
Book: 157
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ASSIGNMENT OF OIL AND GAS LEASE

Simpson - Basgall

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

JOSEPH E. RUPP AND LINDA C. RUPP, TRUSTEES
OF THE JOSEPH E RUPP TRUST

hereinafter called Assignor, for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

WHITETAIL CRUDE, INC.

hereinafter called Assignee, all of Assignor's right, title and interest in and to the oil and gas lease(s) described in Exhibit "A" together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This Assignment is made without warranty of title, express or implied. This assignment is limited to working interest only in and to the oil and gas lease(s) described in Exhibit "A".

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All of the provisions of this Assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

This Assignment shall be effective January 1, 2021.

EXECUTED this 22 day of January, 2021.

JOSEPH E. RUPP AND LINDA C. RUPP,
TRUSTEES OF THE JOSEPH E RUPP TRUST

By: Joseph E. Rupp
Joseph E. Rupp, trustee

By: Linda C. Rupp Trustee
Linda C. Rupp, trustee

STATE OF KANSAS)
) SS
COUNTY OF NESS)

The foregoing instrument was acknowledged before me, a Notary Public, on this 22 day of January, 2021, by JOSEPH E. RUPP and LINDA C. RUPP, trustees of the Joseph E. Rupp Trust.

My appointment expires: 6.27.2024

Emily D Hrabe
Notary Public



EXHIBIT "A"

Lessor: Greg Simpson and Theresa Simpson, his wife
Lessee: Palomino Petroleum, Inc.
Date: June 3, 2009
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Lessor: Leslie J. Basgall and Shirley K. Basgall, his wife
Lessee: Palomino Petroleum, Inc.
Date: May 27, 2009
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Lessor: Leslie J. Basgall and Shirley K. Basgall, his wife
Lessee: Palomino Petroleum, Inc.
Date: May 27, 2009
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ASSIGNMENT OF OIL AND GAS LEASE

Simpson - Basgall

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

ROSALEA GERSTNER OIL, L.L.C.

hereinafter called Assignor, for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

WHITETAIL CRUDE, INC.

hereinafter called Assignee, all of Assignor's right, title and interest in and to the oil and gas lease(s) described in Exhibit "A" together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This Assignment is made without warranty of title, express or implied. This assignment is limited to working interest only in and to the oil and gas lease(s) described in Exhibit "A".

This Assignment is subject to its proportionate share of overriding royalty interest of record.

This Assignment is subject to the terms of that certain Declaration of Pooling as recorded in Book 194, Pages 533-534, in the office of the Register of Deeds, Trego County, Kansas.

All of the provisions of this Assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

This Assignment shall be effective January 1, 2021.

EXECUTED this 21 day of January, 2021.

ROSALEA GERSTNER OIL, L.L.C.

By: Debra Stenzel

STATE OF KANSAS)
) SS
COUNTY OF NESS)

The foregoing instrument was acknowledged before me, a Notary Public, on this 21 day of January, 2021, by Debra Stenzel, manager of Rosalea Gerstner Oil, L.L.C.

My appointment expires: 6-27-2024

Emily D Hrabe
Notary Public

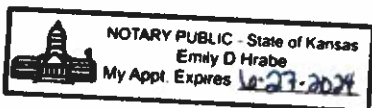


EXHIBIT "A"

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Date: June 3, 2009
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Lessor: Leslie J. Basgall and Shirley K. Basgall, his wife
Lessee: Palomino Petroleum, Inc.
Date: May 27, 2009
Book: 157
Page: 395

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ASSIGNMENT OF OIL AND GAS LEASE

Simpson - Basgall

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

PATRICK J. GERSTNER OIL, L.L.C.

hereinafter called Assignor, for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

WHITETAIL CRUDE, INC.

hereinafter called Assignee, all of Assignor's right, title and interest in and to the oil and gas lease(s) described in Exhibit "A" together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This Assignment is made without warranty of title, express or implied. This assignment is limited to working interest only in and to the oil and gas lease(s) described in Exhibit "A".

This Assignment is subject to its proportionate share of overriding royalty interest of record.

This Assignment is subject to the terms of that certain Declaration of Pooling as recorded in Book 194, Pages 533-534, in the office of the Register of Deeds, Trego County, Kansas.

All of the provisions of this Assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

This Assignment shall be effective January 1, 2021.

EXECUTED this 21 day of January, 2021.

PATRICK J. GERSTNER OIL, L.L.C.

By: Patrick J. Gerstner

STATE OF KANSAS)
) SS
COUNTY OF NESS)

The foregoing instrument was acknowledged before me, a Notary Public, on this 21 day of January, 2021, by Patrick J. Gerstner, owner of Patrick J. Gerstner Oil, L.L.C.

My appointment expires: 6-27-2024

Emily D. Hrase
Notary Public

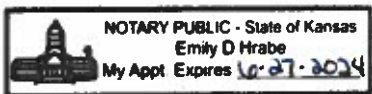


EXHIBIT "A"

Lessor: Greg Simpson and Theresa Simpson, his wife
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Date: June 3, 2009
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Lessor: Leslie J. Basgall and Shirley K. Basgall, his wife
Lessee: Palomino Petroleum, Inc.
Date: May 27, 2009
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Lessee: Palomino Petroleum, Inc.
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ASSIGNMENT OF OIL AND GAS LEASE

Simpson - Basgall

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

BD ALINN, L.L.C.

hereinafter called Assignor, for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

WHITETAIL CRUDE, INC.

hereinafter called Assignee, all of Assignor's right, title and interest in and to the oil and gas lease(s) described in Exhibit "A" together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

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All of the provisions of this Assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

This Assignment shall be effective January 1, 2021.

EXECUTED this 27 day of January, 2021.

BD ALINN, L.L.C.
By: Robert Schreiber

STATE OF KANSAS)
COUNTY OF Barton) SS

The foregoing instrument was acknowledged before me, a Notary Public, on this 25 day of January, 2021, by Robert Schreiber, owner of BD Alinn, L.L.C.

My appointment expires: 6-17-21

Janice R. Leiker
Notary Public

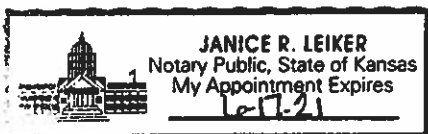


EXHIBIT "A"

Lessor: Greg Simpson and Theresa Simpson, his wife
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Lessee: Palomino Petroleum, Inc.
Date: May 27, 2009
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ASSIGNMENT OF OIL AND GAS LEASE

Simpson - Basgall

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

SCHREIBER INVESTMENTS, L.L.C.

hereinafter called Assignor, for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

WHITETAIL CRUDE, INC.

hereinafter called Assignee, all of Assignor's right, title and interest in and to the oil and gas lease(s) described in Exhibit "A" together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

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All of the provisions of this Assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

This Assignment shall be effective January 1, 2021.

EXECUTED this 22 day of January, 2021.

SCHREIBER INVESTMENTS, L.L.C.

By: Richard L Schreiber

STATE OF KANSAS)
COUNTY OF Barton) SS

The foregoing instrument was acknowledged before me, a Notary Public, on this 22 day of January, 2021, by Richard L Schreiber, owner of Schreiber Investments, L.L.C.

My appointment expires: 6-17-21

Janice R Leiker
Notary Public

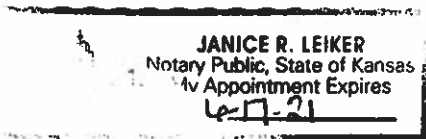


EXHIBIT "A"

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Lessor: Leslie J. Basgall and Shirley K. Basgall, his wife
Lessee: Palomino Petroleum, Inc.
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ASSIGNMENT OF OIL AND GAS LEASE

Simpson - Basgall

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

RICHMAR FOUR, L.L.C.

hereinafter called Assignor, for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

WHITETAIL CRUDE, INC.

hereinafter called Assignee, all of Assignor's right, title and interest in and to the oil and gas lease(s) described in Exhibit "A" together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

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All of the provisions of this Assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

This Assignment shall be effective January 1, 2021.

EXECUTED this 22 day of January, 2021.

RICHMAR FOUR, L.L.C.

By: Richard L. Schreder

STATE OF KANSAS)
COUNTY OF Barton) SS

The foregoing instrument was acknowledged before me, a Notary Public, on this 22 day of January, 2021, by Richard L. Schreder, Member of Richmar Four, L.L.C.

My appointment expires: 6-17-21

Janice R. Leiker
Notary Public

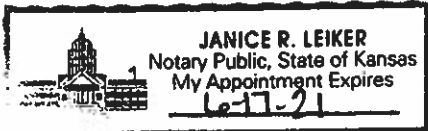


EXHIBIT "A"

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Lessor: Leslie J. Basgall and Shirley K. Basgall, his wife
Lessee: Palomino Petroleum, Inc.
Date: May 27, 2009
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ASSIGNMENT OF OIL AND GAS LEASE

Simpson - Basgall

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

RICHARD J. SAENGER, TRUSTEE OF THE SAENGER MINERAL TRUST

hereinafter called Assignor, for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

WHITETAIL CRUDE, INC.

hereinafter called Assignee, all of Assignor's right, title and interest in and to the oil and gas lease(s) described in Exhibit "A" together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

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All of the provisions of this Assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

This Assignment shall be effective January 1, 2021.

EXECUTED this 25th day of January, 2021.

RICHARD J. SAENGER TRUSTEE OF THE SAENGER MINERAL TRUST

By: Richard J. Saenger
Richard J. Saenger, Trustee

STATE OF KANSAS)
) SS
COUNTY OF Harvey)

The foregoing instrument was acknowledged before me, a Notary Public, on this 25th day of January, 2021, by RICHARD J. SAENGER, Trustee of the Saenger Mineral Trust.

My appointment expires:

Lauren Wilson
Notary Public

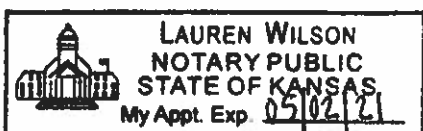


EXHIBIT "A"

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Lessor: Leslie J. Basgall and Shirley K. Basgall, his wife
Lessee: Palomino Petroleum, Inc.
Date: May 27, 2009
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EXHIBIT "A"

Lessor: Greg Simpson and Theresa Simpson, his wife
Lessee: Palomino Petroleum, Inc.
Date: June 3, 2009
Book: 157
Page: 647

Extension recorded in Book 179, Page 204
Ratification of Oil and Gas Lease recorded in Book 228, Page 135
Legal Description: Insofar and only insofar as said lease covers an 8.83 acre tract more particularly described as beginning at point located at 2640' FSL and 1238' FWL; then East 660 feet; then South 583 feet; then West 660 feet; then North 583 feet to the POB, located in the Southwest Quarter (SW/4) of Section 16, Township 15 South, Range 23 West, Trego County, Kansas

Lessor: Leslie J. Basgall and Shirley K. Basgall, his wife
Lessee: Palomino Petroleum, Inc.
Date: May 27, 2009
Book: 157
Page: 395

Legal Description: Insofar and only insofar as said lease covers a 1.17 acre tract more particularly described as beginning at point located at 2563' FNL and 1238' FWL; then East 660 feet; then South 77 feet; then West 660 feet; then North 77 feet to the POB, located in the Northwest Quarter (NW/4) of Section 16, Township 15 South, Range 23 West, Trego County, Kansas