



PLM - OKC
3030 NW Expressway, #800
Oklahoma City, OK 73112
t 405-896-2733
purplelandmgmt.com

August 2, 2019

The Jacqueline Oliver Family Trust dated August 31, 2012
c/o David Richard Oliver
706 Vista Palacio
Camarillo, CA 93012

Re: **Oil & Gas Lease, Ellis County, Oklahoma**
Section 27, Township 17 North, Range 22 West

Dear Mr. Oliver,

Please notarize or sign and date the enclosed documents:

1. Oil and Gas Lease (sign, date and Notarize)
2. Order of Payment (sign and date)

Please keep the copies I have enclosed for your records. Also, return the executed Oil and Gas Lease and Order of Payment in the enclosed postage stamped envelope.

If you have any questions, please call me at 405-550-3911 or email me at:
dvaughn@purplelandmgmt.com

Thank you,

DeWayne Vaughn

PLM CORPORATE | FORT WORTH, TX
PLM BAKKEN | DICKINSON, ND
PLM MID-CONTINENT | OKLAHOMA CITY, OK

PLM NORTH | CANONSBURG, PA
PLM NORTH | CANTON, OH

PLM NORTH | ST. CLAIRSVILLE, OH
PLM NORTH | MORGANTOWN, WV

PLM PERMIAN | MIDLAND, TX
PLM ROCKIES | DENVER, CO

PLM SOUTH | HOUSTON, TX
PLM WEST | BAKERSFIELD, CA



COPY

Se.cb (JFL Ind)

**OIL AND GAS LEASE
(PAID-UP)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2019 by and between Jacqueline Joan Oliver, David Richard Oliver and Lauralin Gail McCormick, as Co-Trustees of The Jacqueline Oliver Trust, dated August 31, 2012
706 Vista Palacio
Camarillo, CA 93012
hereinafter called Lessor (whether one or more) and Peregrine Petroleum Partners, Ltd., of 2929 Allen Parkway, Suite 3100, Houston, Texas 77019 hereinafter called Lessee.

WITNESSETH That the said Lessor, for and in consideration of Ten and More DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let exclusively unto the said Lessee, for the purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casing head gas, helium, coal bed methane gas, and all other constituents), and for laying pipelines, and building tanks, power stations, structures thereon, the right to use existing well bores, flow lines and other production related equipment, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Ellis, State of Oklahoma, described as follows, to-wit:

**Lot No. 2 (7.45 ac), Lot No. 3 (37.75 ac), Lot No. 4 (10.50 ac), Lot No. 5 (39.00 ac),
Lot No. 6 (14.25 ac), Lot No. 7 (39.80 ac), SE/4 NW/4, SW/4 NW/4 & NW/4 SW/4**

Section 27, Township 17 North, Range 22 West, and containing 268.75 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Three (3) years from the date above (hereinafter referred to as "primary term") and as long thereafter as oil or gas, or either of them, is produced from said land, or lands spaced or unitized therewith or the leased premises are being developed.

2. In consideration of the premises the said Lessee covenants and agrees: to deliver to the credit of Lessor, in the pipeline to which it may connect its wells, the 1/5th part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises, less a proportionate deduction for any transportation or other fees or taxes charged to the Lessee; to pay Lessor for gas (including casing head gas and coal bed methane gas) of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises or used in the manufacture of products therefrom, 1/5th of the gross proceeds received from any party (whether or not an affiliate of Lessee) for the gas sold, used off the premises, or in the manufacture of products therefrom, less a proportionate part, of any production, severance and other excise taxes and costs and/or fees incurred by Lessee in making marketable Lessor's share of gas, and/or in gathering, transporting, processing, compressing or otherwise marketing Lessors share of gas, but in no event more than 1/5th of the net amount actually received by the Lessee from any such party. Said payments to be made to Lessor at the address stated above. During any period (whether before or after the expiration of the primary or extended term hereof) when neither oil nor gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or gas or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net acre retained hereunder such payment or tender to be made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made, it will be considered that oil or gas is being produced within the meaning of the entire lease.

3. If, at the expiration of the primary term, Lessee is engaged in operations for the drilling, testing or reworking of any well on the lands covered by this lease or on lands spaced or unitized herewith, this lease nevertheless shall continue in force and effect so long as the operations for drilling, testing or reworking of any well are being conducted with no cessation of more than ninety (90) consecutive days and, if such operations result in production, so long thereafter as oil, gas or other hydrocarbons are produced from the leased premises or from acreage spaced or unitized herewith. If, during any extension or continuation of the primary term of this lease, by production or otherwise, a change in spacing or in the well pattern, as prescribed by the Oklahoma Corporation Commission or other governmental authority would otherwise result in all or a portion of the land covered by this lease being no longer held by production or otherwise subject to the terms hereof, Lessee shall have the right to conduct the following continuous drilling operations and maintain this lease as to all lands covered hereby. For a period of ninety (90) days after such order or regulation changing the spacing or well pattern affecting all or a part of the land covered hereby becomes final, Lessee shall have the right to commence drilling operations on that part of the land covered hereby which would no longer be held by production or on other lands spaced or unitized with the lands which would no longer be held by production, and if such operations result in production, as to such land, this lease shall be extended for so long thereafter as oil, gas, or other hydrocarbons is produced.

4. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres plus a tolerance of ten-percent thereof, or for the production primarily of gas with or without distillate more than 640 acres plus a tolerance of ten-percent thereof; provided that if any governmental authority shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee is also hereby granted the right, at any time, to amend, modify, alter or cancel said unitization agreement as may be necessary in Lessee's judgment to include or exclude different strata, royalty owners or lands or such other information as is deemed necessary by Lessee. Operations upon and production from the unit shall be treated as if such operations were upon or such production was from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. With respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of Lessors' acreage placed in the unit bears to the total acreage in the unit.

5. Lessee shall retain a continuing right-of-way and easement over, upon and across all of the leased premises to the extent necessary for Lessee and/or its gas purchaser to conduct its operations on the leased premises or lands spaced therewith, regardless if part of the leased premises revert or be released to Lessor.

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

7. Lessee shall have the right to use, free of cost, gas, oil and water produced from said land for its operations thereon, except water from wells of Lessor.
8. When requested by Lessor, Lessee shall bury its pipelines below plow depth.
9. No well shall be drilled nearer than 200 feet to the house or barn now on the leased premises, without the written consent of the Lessor.
10. Lessee shall pay for all damages caused by its operations to growing crops on said land.
11. 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.
12. 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. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or true copy thereof. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations to the assigned portion or portions arising subsequent to the date of assignment.
13. If, at any time within the primary term of this lease and while the same remains in force and effect, Lessor receives any bona fide offer, which Lessor is willing to accept from any party offering consideration to Lessor for a lease (top lease) covering any or all of the substances covered by this lease or covering all or a portion of the land described herein, with the top lease becoming effective upon the expiration of this lease, Lessor hereby agrees to immediately notify Lessee in writing of said offer, setting forth the proposed Lessee's name, bonus consideration and royalty to be paid for such lease, and Lessor shall include a copy of the lease form to be utilized which form shall reflect all pertinent and relevant terms and conditions of the top lease. Lessee shall have fifteen (15) days after receipt from Lessor, of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease or extend the primary term of this lease with Lessor on equivalent terms and conditions as made in the top lease. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. It is understood that any top lease acquired by Lessee herein pursuant to this provision, shall not limit the term or otherwise affect the validity of this lease. Any top lease granted by Lessor to a third party without, prior notification to Lessee, as set out above, shall be null and void.
14. When operations or production are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or lack of market in the field for the minerals produced, or as a result of any Federal or State law, or of some order, rule, regulation, requisition or necessity of any government or governmental authority, or any official acting thereunder, or as the result of any cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee and this lease shall remain in force during such delay or interruption and ninety (90) days thereafter, anything in this lease to the contrary notwithstanding.
15. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and 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 such failure is the result of any such Law, Order, Rule or Regulation. The provisions of this lease are contractual in nature and each party's responsibility arising out of or relating to this lease, or breach hereof, shall be limited to actual damages for breach of the provisions of this lease, and neither party shall have any liability in tort to the other party.
16. This lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.
17. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper County.
18. Lessor hereby warrants and agrees to defend the title to the lands herein described.
19. If Lessee has constructed one or more pipelines during either the primary or secondary term, of this Agreement, whichever comes later, Lessee shall have the right to retain a perpetual easement for such pipeline(s) by tendering one dollar (\$1.00) per foot per pipeline as additional consideration to Lessor its assigns prior to the construction of each such pipeline. Alternatively, if Lessee or its assigns have not constructed a pipeline during either the primary or secondary term, it shall have the optional right to acquire a perpetual right of way ("ROW") across such Lands to construct pipelines from Lessor or its assigns by tendering the additional consideration of \$1.00 per foot to Lessor or its assigns. Such optional right to acquire an easement must be exercised within ninety (90) days of the expiration of either the primary or secondary term, whichever comes later, of this Agreement.
20. Lessor 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.
21. It is the intent of the Lessor to lease, and Lessor does hereby grant, demise, and let unto Lessee, all oil, gas, and other minerals owned by Lessor in Section 27, Township 17 North, Range 22 West, Ellis County, Oklahoma, whether or not properly and completely described herein. In the event it is determined that Lessor actually owns more net mineral acres than that assumed by the parties in the calculation of the lease bonus and paid by Lessee, Lessor and Lessee agree that the Lessee shall pay Lessor for such additional net acreage at the same bonus price per acre agreed upon for the execution of this oil and gas lease. Likewise, in the event it is determined that Lessor owns less net acres, or it is determined that Lessor's acreage is currently leased under a prior oil and gas lease, then the Lessor agrees to reimburse Lessee for the bonus per acre paid for the acreage not owned by Lessor or under the prior oil and gas lease.
22. In the event Lessor considers that the Lessee has failed to comply with any obligation hereunder, express or implied, Lessor shall notify Lessee in writing, specifying in what respect Lessor claims Lessee has breached this lease. The service of such notice and elapse of sixty (60) days without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause. If, within sixty (60) days after the receipt of such notice Lessee shall meet or commence to meet the breaches alleged by Lessor, Lessee shall not be deemed to be in default hereunder.

IN TESTIMONY WHEREOF, I/we sign this the _____ day of _____, 2019.

The Jacqueline Joan Oliver Family Trust dated August 31, 2012

By: David Richard Oliver as Agent for Jacqueline Joan
Oliver, Co-Trustee, under Durable Power of Attorney

By: David Richard Oliver, Co-Trustee

By: Lauralin Gail McCormick, Co-Trustee

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by **David Richard Oliver as Agent for Jacqueline Joan Oliver, Co-Trustee of The Jacqueline Joan Oliver Family Trust dated August 31, 2012.**

My commission expires: _____

Notary Number: _____

Notary Public

IN TESTIMONY WHEREOF, I/we sign this the _____ day of _____, 2019.

The Jacqueline Joan Oliver Family Trust dated August 31, 2012

By: David Richard Oliver as Agent for Jacqueline Joan
Oliver, Co-Trustee, under Durable Power of Attorney

By: David Richard Oliver, Co-Trustee

By: Lauralin Gail McCormick, Co-Trustee

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by **David Richard Oliver, Co-Trustee of The Jacqueline Joan Oliver Family Trust dated August 31, 2012.**

My commission expires: _____
Notary Number: _____

Notary Public

COPY

IN TESTIMONY WHEREOF, I/we sign this the _____ day of _____, 2019.

The Jacqueline Joan Oliver Family Trust dated August 31, 2012

By: David Richard Oliver as Agent for Jacqueline Joan Oliver, Co-Trustee, under Durable Power of Attorney

By: David Richard Oliver, Co-Trustee

By: Lauralin Gail McCormick, Co-Trustee

State of _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by **Lauralin Gail McCormick, Co-Trustee of The Jacqueline Joan Oliver Family Trust dated August 31, 2012.**

My commission expires: _____

Notary Public

Notary Number: _____

COPY

ORDER OF PAYMENT

Date: _____

Peregrine Petroleum Partners, Ltd., ("Lessee") will tender payment to the Lessor identified in the Paid Up Lease ("Lease") as indicated herein by check within 30 days of Peregrine Petroleum Partners, Ltd., receipt of the original executed Order of Payment, the original executed Lease and completed W-9. Payment is conditioned upon title to the property interests leased being confirmed acceptable to Lessee, in its sole discretion. A title defect is a basis to render title unacceptable and shall include, but shall not be limited to, a prior unsubordinated mortgage, any inconsistencies in the leased property's chain of title, unreleased lease or delinquent property taxes. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely. Lessor shall retain a copy of this Order of Payment. No default for non-payment may be claimed by Lessor during said 30 day period.

If Lessor owns more or less than the net interest defined herein, Lessee may, without immediate notice to Lessor, increase or reduce the consideration payable hereunder proportionate to the actual interest owned by Lessor or render title unacceptable at its sole discretion.

Lessee retains the right to surrender the Lease associated with the Order of Payment at any time and for any reason. If the Lease is surrendered before payment is due under this Order of Payment, the Lessor may retain any consideration paid at the time of signing the Lease, but Lessor is not entitled to any additional amount. If the Lease has not been surrendered or payment made by the specified due date, then Lessor shall notify Lessee in writing and Lessee shall have 15 days from receipt of such written notice to make payment or surrender the Lease without any liability.

Lessor acknowledges and agrees that the Lease is a valid and binding agreement, subject to the terms and conditions contained herein. Lessor represents he/she has a full understanding of the risks involved in leasing property for oil and gas development and that Lessor has read and understands the terms and provisions of the Lease and this Order of Payment. Lessor agrees this is an arm's length transaction entered into as a result of his/her own free act and will and Lessee or anyone acting on its behalf has made no representations of value or exerted any duress or coercion. Lessor agrees that payment made hereunder is final and will not seek to amend or modify the payment, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner. Non-acceptance by Lessor of timely payment shall not serve to void the Lease.

PAY TO: The Jacqueline Oliver Trust, dated August 31, 2012

in the amount of: Twenty thousand three hundred forty-three and 75/100-----dollars **\$ 6,881.51**

Address: c/o David Richard Oliver, 706 Vista Palacio, Camarillo, CA 93012

Phone: _____ SSN/TIN: _____ Send 1099 Form to: _____

STATE Oklahoma	COUNTY Ellis	SECTION/TOWNSHIP/RANGE S27 – T17N – R22W
PROSPECT/PROJECT NAME		BONUS PER ACRE \$ 350.00
LEASE NUMBER		<input type="checkbox"/> New <input type="checkbox"/> Renewal

This payment is for the Bonus consideration for the Oil & Gas Lease dated _____, 2019
which covers property described as follows:

Legal Description: Lot No. 2 (7.45 ac), Lot No. 3 (37.75 ac), Lot No. 4 (10.50 ac), Lot No. 5 (39.00 ac),
Lot No. 6 (14.25 ac), Lot No. 7 (39.80 ac), SE/4 NW/4, SW/4 NW/4 & NW/4 SW/4

Gross Acres: 268.75 Net Acres: 19.661458 Mineral Interest 7.32 %

Lessor's Signature: _____
By David Richard Oliver as Agent for Jacqueline Joan Oliver, Co-Trustee, under Durable Power of Attorney

Lessor's Signature: _____
(if needed)

Approved By: _____

Forward to:
Peregrine Petroleum Partners,
Ltd.
2929 Allen Parkway, Suite 3100
Houston, Texas 77019

FOR INTERNAL USE ONLY	DATE PAID	PAID BY
	AMOUNT	CHECK NUMBER
	NOTE	

COPY

ORDER OF PAYMENT

Date: _____

Peregrine Petroleum Partners, Ltd., ("Lessee") will tender payment to the Lessor identified in the Paid Up Lease ("Lease") as indicated herein by check within 30 days of Peregrine Petroleum Partners, Ltd., receipt of the original executed Order of Payment, the original executed Lease and completed W-9. Payment is conditioned upon title to the property interests leased being confirmed acceptable to Lessee, in its sole discretion. A title defect is a basis to render title unacceptable and shall include, but shall not be limited to, a prior unsubordinated mortgage, any inconsistencies in the leased property's chain of title, unreleased lease or delinquent property taxes. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely. Lessor shall retain a copy of this Order of Payment. No default for non-payment may be claimed by Lessor during said 30 day period.

If Lessor owns more or less than the net interest defined herein, Lessee may, without immediate notice to Lessor, increase or reduce the consideration payable hereunder proportionate to the actual interest owned by Lessor or render title unacceptable at its sole discretion.

Lessee retains the right to surrender the Lease associated with the Order of Payment at any time and for any reason. If the Lease is surrendered before payment is due under this Order of Payment, the Lessor may retain any consideration paid at the time of signing the Lease, but Lessor is not entitled to any additional amount. If the Lease has not been surrendered or payment made by the specified due date, then Lessor shall notify Lessee in writing and Lessee shall have 15 days from receipt of such written notice to make payment or surrender the Lease without any liability.

Lessor acknowledges and agrees that the Lease is a valid and binding agreement, subject to the terms and conditions contained herein. Lessor represents he/she has a full understanding of the risks involved in leasing property for oil and gas development and that Lessor has read and understands the terms and provisions of the Lease and this Order of Payment. Lessor agrees this is an arm's length transaction entered into as a result of his/her own free act and will and Lessee or anyone acting on its behalf has made no representations of value or exerted any duress or coercion. Lessor agrees that payment made hereunder is final and will not seek to amend or modify the payment, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner. Non-acceptance by Lessor of timely payment shall not serve to void the Lease.

PAY TO: The Jacqueline Oliver Trust, dated August 31, 2012

in the amount of: Twenty thousand three hundred forty-three and 75/100-----dollars \$ 6,881.51

Address: c/o David Richard Oliver, 706 Vista Palacio, Camarillo, CA 93012

Phone: _____ SSN/TIN: _____ Send 1099 Form to: _____

STATE Oklahoma	COUNTY Ellis	SECTION/TOWNSHIP/RANGE S27 – T17N – R22W
PROSPECT/PROJECT NAME		BONUS PER ACRE \$ 350.00
LEASE NUMBER		<input type="checkbox"/> New <input type="checkbox"/> Renewal

This payment is for the Bonus consideration for the Oil & Gas Lease dated _____, 2019

which covers property described as follows:

Legal Description: Lot No. 2 (7.45 ac), Lot No. 3 (37.75 ac), Lot No. 4 (10.50 ac), Lot No. 5 (39.00 ac),
Lot No. 6 (14.25 ac), Lot No. 7 (39.80 ac), SE/4 NW/4, SW/4 NW/4 & NW/4 SW/4

Gross Acres: 268.75 Net Acres: 19.661458 Mineral Interest 7.32 %

Lessor's Signature: _____
David Richard Oliver, Co-Trustee

Lessor's Signature: _____
(if needed)

Approved By: _____

Forward to:
Peregrine Petroleum Partners,
Ltd.
2929 Allen Parkway, Suite 3100
Houston, Texas 77019

FOR INTERNAL USE ONLY	DATE PAID	PAID BY
	AMOUNT	CHECK NUMBER
	NOTE	

Request for Taxpayer
Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The Jacqueline Oliver Family Trust dated August 31, 2012	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C= C corporation, S= S corporation, P= partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) c/o David Richard Oliver, 706 Vista Palacio	Requester's name and address (optional)
	6 City, state, and ZIP code Camarillo, CA 93012	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)											
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.											
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.											
<table><tr><td colspan="2">Social security number</td></tr><tr><td><div></div></td><td><div></div></td></tr><tr><td colspan="2">or</td></tr><tr><td colspan="2">Employer identification number</td></tr><tr><td><div></div></td><td><div></div></td></tr></table>		Social security number		<div></div>	<div></div>	or		Employer identification number		<div></div>	<div></div>
Social security number											
<div></div>	<div></div>										
or											
Employer identification number											
<div></div>	<div></div>										

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶
	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ORDER OF PAYMENT

Date: _____

Peregrine Petroleum Partners, Ltd., ("Lessee") will tender payment to the Lessor identified in the Paid Up Lease ("Lease") as indicated herein by check within 30 days of Peregrine Petroleum Partners, Ltd., receipt of the original executed Order of Payment, the original executed Lease and completed W-9. Payment is conditioned upon title to the property interests leased being confirmed acceptable to Lessee, in its sole discretion. A title defect is a basis to render title unacceptable and shall include, but shall not be limited to, a prior unsubordinated mortgage, any inconsistencies in the leased property's chain of title, unreleased lease or delinquent property taxes. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely. Lessor shall retain a copy of this Order of Payment. No default for non-payment may be claimed by Lessor during said 30 day period.

If Lessor owns more or less than the net interest defined herein, Lessee may, without immediate notice to Lessor, increase or reduce the consideration payable hereunder proportionate to the actual interest owned by Lessor or render title unacceptable at its sole discretion.

Lessee retains the right to surrender the Lease associated with the Order of Payment at any time and for any reason. If the Lease is surrendered before payment is due under this Order of Payment, the Lessor may retain any consideration paid at the time of signing the Lease, but Lessor is not entitled to any additional amount. If the Lease has not been surrendered or payment made by the specified due date, then Lessor shall notify Lessee in writing and Lessee shall have 15 days from receipt of such written notice to make payment or surrender the Lease without any liability.

Lessor acknowledges and agrees that the Lease is a valid and binding agreement, subject to the terms and conditions contained herein. Lessor represents he/she has a full understanding of the risks involved in leasing property for oil and gas development and that Lessor has read and understands the terms and provisions of the Lease and this Order of Payment. Lessor agrees this is an arm's length transaction entered into as a result of his/her own free act and will and Lessee or anyone acting on its behalf has made no representations of value or exerted any duress or coercion. Lessor agrees that payment made hereunder is final and will not seek to amend or modify the payment, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner. Non-acceptance by Lessor of timely payment shall not serve to void the Lease.

PAY TO: The Jacqueline Oliver Trust, dated August 31, 2012

in the amount of: Six Thousand Eight Hundred Eighty-One and 51/100-----dollars **\$ 6,881.51**

Address: c/o David Richard Oliver for Jacqueline Oliver, 706 Vista Palacio, Camarillo, CA 93012

Phone: _____ SSN/TIN: _____ Send 1099 Form to: _____

STATE Oklahoma	COUNTY Ellis	SECTION/TOWNSHIP/RANGE S27 - T17N - R22W
PROSPECT/PROJECT NAME		BONUS PER ACRE
		\$ 350.00
LEASE NUMBER		<input type="checkbox"/> New <input type="checkbox"/> Renewal

This payment is for the Bonus consideration for the Oil & Gas Lease dated _____, **2019**
which covers property described as follows:

Legal Description: Lot No. 2 (7.45 ac), Lot No. 3 (37.75 ac), Lot No. 4 (10.50 ac), Lot No. 5 (39.00 ac),
Lot No. 6 (14.25 ac), Lot No. 7 (39.80 ac), SE/4 NW/4, SW/4 NW/4 & NW/4 SW/4

Gross Acres: 268.75 Net Acres: 19.661458 Mineral Interest 7.32 %

Lessor's Signature: _____
David Richard Oliver, Co-Trustee

Lessor's Signature: _____
(if needed)

Approved By: _____

Forward to:
Peregrine Petroleum Partners,
Ltd.
2929 Allen Parkway, Suite 3100
Houston, Texas 77019

FOR INTERNAL USE ONLY	DATE PAID	PAID BY
	AMOUNT	CHECK NUMBER
	NOTE	

ORDER OF PAYMENT

Date: _____

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Gross Acres: 258.75 Net Acres: 19.661458 Mineral Interest 7.32 %

Lessor's Signature: _____
By David Richard Oliver as Agent for Jacqueline Joan
Oliver, Co-Trustee, under Durable Power of Attorney

Lessor's Signature: _____
(if needed)

Approved By: _____

Forward to:
Peregrine Petroleum Partners,
Ltd.
2929 Allen Parkway, Suite 3100
Houston, Texas 77019

FOR INTERNAL USE ONLY	DATE PAID	PAID BY
	AMOUNT	CHECK NUMBER
	NOTE	