1045715

For KCC Use:
Effective Date: 10/25/2010
District # 4
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: 11/15/2010 (month day year)

OPERATOR: License# 4629
Name: Brito Oil Company, Inc.
Address 1: 1700 N WATERFRONT PKWY
Address 2: Bldg 300 Suite C
City: WICHITA State: KS Zip: 67206 + _ _ _ _
Contact Person: Raul F Brito
Phone: 316-263-8787

CONTRACTOR: License# 6039
Name: L.D. Drilling, Inc.

Well Drilled For:		*Well Class:*	*Type Equipment:*
☒ Oil	☐ Enh Rec	☐ Infield	☐ Mud Rotary
☐ Gas	☐ Storage	☐ Pool Ext.	☐ Air Rotary
	☐ Disposal	☐ Wildcat	☐ Cable
☐ Seismic ; ____ # of Holes		☐ Other	

☐ 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: _____
W2 - NW - NW - SE (Q/Q/Q/Q) Sec. 36 Twp. 15 S. R. 33 ☐ E ☐ W
2310 feet from ☐ N / ☐ S Line of Section
2541 feet from ☐ E / ☐ W Line of Section
Is SECTION: ☐ Regular ☐ Irregular?

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

County: Logan
Lease Name: Fairleigh "B" Well #: 1-36
Field Name: Wildcat
Is this a Prorated / Spaced Field? ☐ Yes ☐ No
Target Formation(s): Lansing, Marmaton & Cherokee
Nearest Lease or unit boundary line (in footage): 99
Ground Surface Elevation: 2882 Surveyed Surveyed 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: 150
Depth to bottom of usable water: 1200
Surface Pipe by Alternate: ☐ I ☐ II
Length of Surface Pipe Planned to be set: 225
Length of Conductor Pipe (if any): _____
Projected Total Depth: 4600
Formation at Total Depth: Mississippi
Water Source for Drilling Operations:
☐ Well ☐ Farm Pond ☐ Other: Haul
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 - 15-109-20951-00-00
Conductor pipe required 0 feet
Minimum surface pipe required 200 feet per ALT. ☐ I ☐ II
Approved by: NAOMI JAMES 10/20/2010
This authorization expires: 10/20/2011
(This authorization void if drilling not started within 12 months of approval date.)

Spud date: _____ Agent: _____

Mail to: KCC - Conservation Division,
130 S. Market - Room 2078, Wichita, Kansas 67202

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:

36 15 33 ☐ E ☐ W

Side Two

1045715

For KCC Use ONLY
API # 15 - 15-109-20951-00-00

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: Brito Oil Company, Inc.
Lease: Fairleigh "B"
Well Number: 1-36
Field: Wildcat

Number of Acres attributable to well: 10
QTR/QTR/QTR/QTR of acreage: W2 - NW - NW - SE

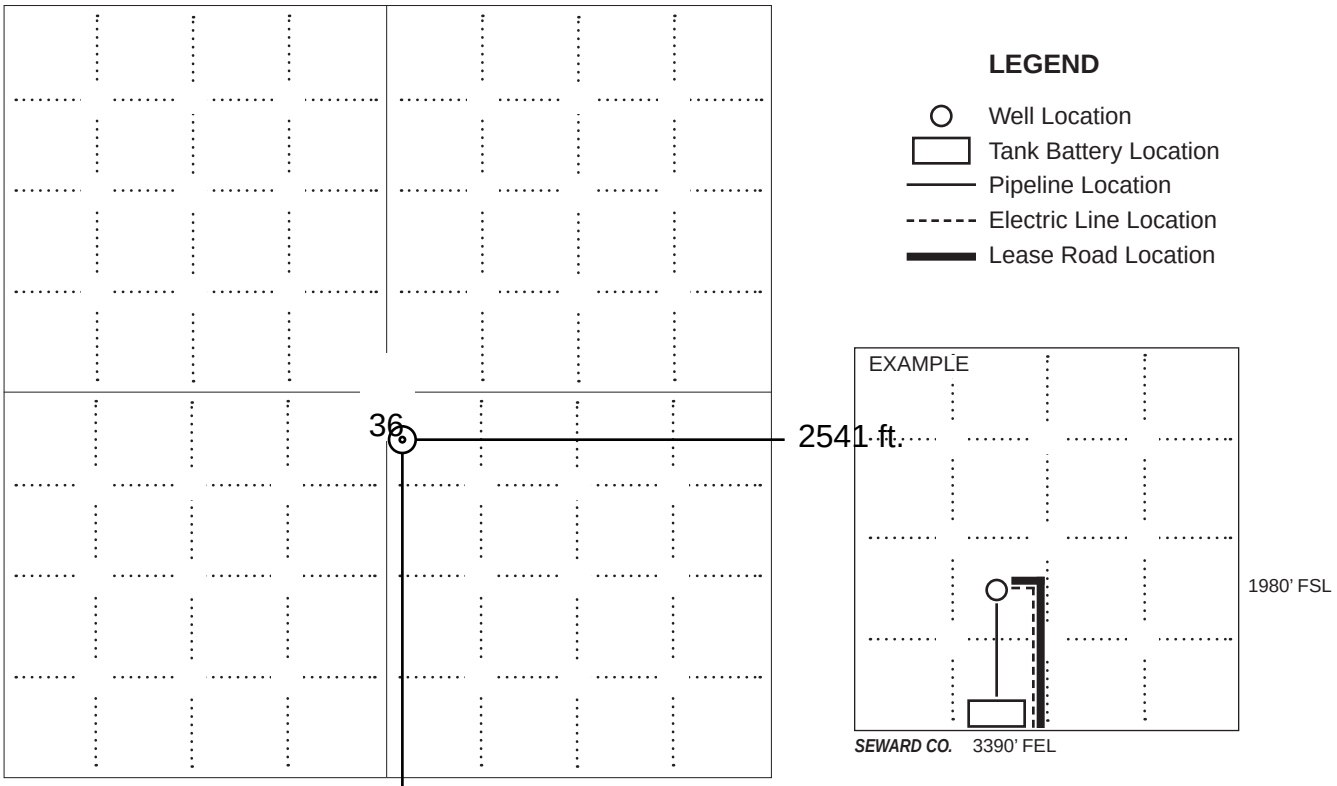
Location of Well: County: Logan
2310 feet from ☐ N / ☐ S Line of Section
2541 feet from ☐ E / ☐ W Line of Section
Sec. 36 Twp. 15 S. R. 33 ☐ E ☐ W

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.

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.

1045715

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form CDP-1
May 2010
Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name: Brito Oil Company, Inc.
License Number: 4629

Operator Address: 1700 N WATERFRONT PKWY Bldg 300 Suite C WICHITA KS 67206

Contact Person: Raul F Brito
Phone Number: 316-263-8787

Lease Name & Well No.: Fairleigh "B" 1-36

Pit Location (QQQQ): W2 - NW - NW - SE

Sec. 36 Twp. 15 R. 33 ☐ East ☐ West

2310 Feet from ☐ North / ☐ South Line of Section

2541 Feet from ☐ East / ☐ West Line of Section

Logan County

Type of Pit:
☐ Emergency Pit ☐ Burn Pit
☐ Settling Pit ☐ Drilling Pit
☐ Workover Pit ☐ Haul-Off Pit
(If WP Supply API No. or Year Drilled)

Pit is:
☐ Proposed ☐ Existing
If Existing, date constructed:

Pit capacity: 600 (bbls)

Is the pit located in a Sensitive Ground Water Area? ☐ Yes ☐ No

Chloride concentration: _____ mg/l
(For Emergency Pits and Settling Pits only)

Is the bottom below ground level? ☐ Yes ☐ No

Artificial Liner? ☐ Yes ☐ No

How is the pit lined if a plastic liner is not used?
Bentonite $ Solids from drlg ops seal pits

Pit dimensions (all but working pits): 100 Length (feet) 100 Width (feet) ☐ N/A: Steel Pits

Depth from ground level to deepest point: 4 (feet) ☐ 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:
4939 feet Depth of water well 75 feet

Depth to shallowest fresh water 10 feet.
Source of information:
☐ measured ☐ well owner ☐ electric log ☒ 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? ☐ Yes ☐ No

Drilling, Workover and Haul-Off Pits ONLY:

Type of material utilized in drilling/workover: Bentonite

Number of working pits to be utilized: 4

Abandonment procedure: Allow pits to evaporate until dry then backfill & level when conditions allow.

Drill pits must be closed within 365 days of spud date.

Submitted Electronically

KCC OFFICE USE ONLY

☐ Liner ☐ Steel Pit ☐ RFAC ☐ RFAS

Date Received: 10/19/2010 Permit Number: 15-109-20951-00-00 Permit Date: 10/20/2010 Lease Inspection: ☐ Yes ☐ No

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

1045715

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1
July 2010
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 # 4629
Name: Brito Oil Company, Inc.
Address 1: 1700 N WATERFRONT PKWY
Address 2: Bldg 300 Suite C
City: WICHITA State: KS Zip: 67206 + _ _ _ _
Contact Person: Raul F. Brito
Phone: (316) 263-8787 Fax: (316) 351-7701
Email Address:

Well Location:
W2 - NW - NW - SE Sec. 36 Twp. 15 S. R. 33 ☐ East ☐ West
County: Logan
Lease Name: Fairleigh "B" Well #: 1-36

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

Surface Owner Information:
Name: Fairligh Ranch Corp c/o John Fairleigh
Address 1: 516 Main Stree
Address 2:
City: Scott Cit State: Kansas Zip: 67871 + _ _ _ _

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 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.

Submitted Electronically

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

148 495

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

63U (Rev. 1993)

Reorder No. 09-115

Kansas Blue Print
700 S. Broadway PO Box 793
Wichita, KS 67201-0793
316-264-9344 · 264-5165 fax
www.kbp.com · kbp@kbp.com

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 13th day of April, 2008, by and between Fairleigh Ranch Corporation, a Kansas corporation;

whose mailing address is _____ hereinafter called Lessor (whether one or more),

and PETEX, INC., _____, hereinafter caller Lessee:

Lessor, in consideration of Ten or more---------- Dollars ($ 10.00) 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 Logan State of Kansas described as follows to-wit:

See Exhibit A attached

In Section _____, Township _____, Range _____, and containing 7,799 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 (⅛) 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 (⅛), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (⅛) 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:

FAIRLEIGH RANCH CORPORATION

Taxpayer ID# 48-0870489

By: John Fairleigh, President

EXHIBIT A

Attached to and made a part of one certain Oil & Gas Lease dated April 13, 2008, by and between, Fairleigh Ranch Corporation, a Kansas corporation; and Petex, Inc., a Missouri corporation, and covering the following described land:

Township Fifteen (15) South; Range Thirty-Two (32) West, Logan County, Kansas

Tract #1	The North Half of the Northeast Quarter (N/2 NE/4) of Section Seven (7) and the Northwest Quarter (NW/4) of Section Seven (7)
Tract #2	The Southwest Quarter (SW/4) Section Seven (7) and the West Half of the Southeast Quarter (W/2 SE/4) of Section Seven (7)
Tract #3	The South Half of the Northwest Quarter (S/2 NW/4) of Section Eight (8) and the Southwest Quarter (SW/4) of Section Eight (8)
Tract #4	The Northwest Quarter (NW/4) of Section Seventeen (17)
Tract #5	The Southwest Quarter (SW/4) of Section Seventeen (17)
Tract #6	The Northwest Quarter (NW/4) of Section Eighteen (18)
Tract #7	The Northeast Quarter (NE/4) of Section Eighteen (18)
Tract #8	The Southeast Quarter (SE/4) of Section Eighteen (18)
Tract #9	The Southwest Quarter (SW/4) of Section Eighteen (18)
Tract #10	The Northwest Quarter (NW/4) of Section Nineteen (19)
Tract #11	The Northeast Quarter (NE/4) of Section Nineteen (19)
Tract #12	The Southeast Quarter (SE/4) of Section Nineteen (19)
Tract #13	The Southwest Quarter (SW/4) of Section Nineteen (19)
Tract #14	The Northwest Quarter (NW/4) of Section Twenty (20)
Tract #15	The Southwest Quarter (SW/4) of Section Twenty (20)
Tract #16	The Northwest Quarter (NW/4) of Section Twenty-nine (29)
Tract #17	The Northeast Quarter (NE/4) of Section Twenty-nine (29), except two tracts described on Exhibit B attached.
Tract #18	The Southeast Quarter (SE/4) of Section Twenty-nine (29), except a tract described on Exhibit B attached.
Tract #19	The Southwest Quarter (SW/4) of Section Twenty-nine (29)
Tract #20	The Northwest Quarter (NW/4) of Section Thirty (30)
Tract #21	The Northeast Quarter (NE/4) of Section Thirty (30)
Tract #22	The Southeast Quarter (SE/4) of Section Thirty (30)
Tract #23	The Southwest Quarter (SW/4) of Section Thirty (30)
Tract #24	The Northwest Quarter (NW/4) of Section Thirty-one (31)
Tract #25	The Northeast Quarter (NE/4) of Section Thirty-one (31)
Tract #26	The Southeast Quarter (SE/4) of Section Thirty-one (31)
Tract #27	The Southwest Quarter (SW/4) of Section Thirty-one (31)
Tract #28	The West Half (W/2) of Section Thirty-two (32), except a tract described on Exhibit B attached.

Township Fifteen (15) South; Range Thirty-Three (33) West, Logan County, Kansas

Tract #29	The Northwest Quarter (NW/4) of Section Twelve (12)
Tract #30	The Northeast Quarter (NE/4) of Section Twelve (12)
Tract #31	The Southeast Quarter (SE/4) of Section Twelve (12)
Tract #32	The Southwest Quarter (SW/4) of Section Twelve (12)
Tract #33	The Northwest Quarter (NW/4) of Section Thirteen (13)
Tract #34	The Northeast Quarter (NE/4) of Section Thirteen (13)
Tract #35	The Southeast Quarter (SE/4) of Section Thirteen (13)
Tract #36	The Southwest Quarter (SW/4) of Section Thirteen (13)
Tract #37	The Northwest Quarter (NW/4) of Section Twenty-four (24)
Tract #38	The Northeast Quarter (NE/4) of Section Twenty-four (24)
Tract #39	The Southeast Quarter (SE/4) of Section Twenty-four (24)
Tract #40	The Southwest Quarter (SW/4) of Section Twenty-four (24)
Tract #41	The Northwest Quarter (NW/4) of Section Twenty-five (25)
Tract #42	The Northeast Quarter (NE/4) of Section Twenty-five (25)
Tract #43	The Southeast Quarter (SE/4) of Section Twenty-five (25)
Tract #44	The Southwest Quarter (SW/4) of Section Twenty-five (25)
Tract #45	The Northwest Quarter (NW/4) of Section Thirty-six (36)
Tract #46	The Northeast Quarter (NE/4) of Section Thirty-six (36)
→ Tract #47	The Southeast Quarter (SE/4) of Section Thirty-six (36)
→ Tract #48	The Southwest Quarter (SW/4) of Section Thirty-six (36)

and containing 7,799 net mineral acres, more or less.

Exhibit A
Fairleigh Ranch Corporation, Lessor
Petex, Inc., Lessee
Date: April 13, 2008

1. It is understood and agreed that the above described Tracts shall constitute separate and individual Leases according to the terms herein established. Production on any single Tract above shall not hold any other Tract Lease by said production.

2. It is understood and agreed that if a 3-D seismic survey has not commenced on the above described Tracts within 18 months of the Lease date, an additional $10 per net mineral acre will need to be paid to Lessor for the remaining 18 month term. Should a 3-D survey -*- See Below have commenced within the 18 month initial period, the additional 18 month term will vest.

Fall & Associates

Stake and Elevation Service
719 W. 5th Street
P.O. Box 404
Concordia, KS. 66901
1-800-536-2821

Date 10-12-10

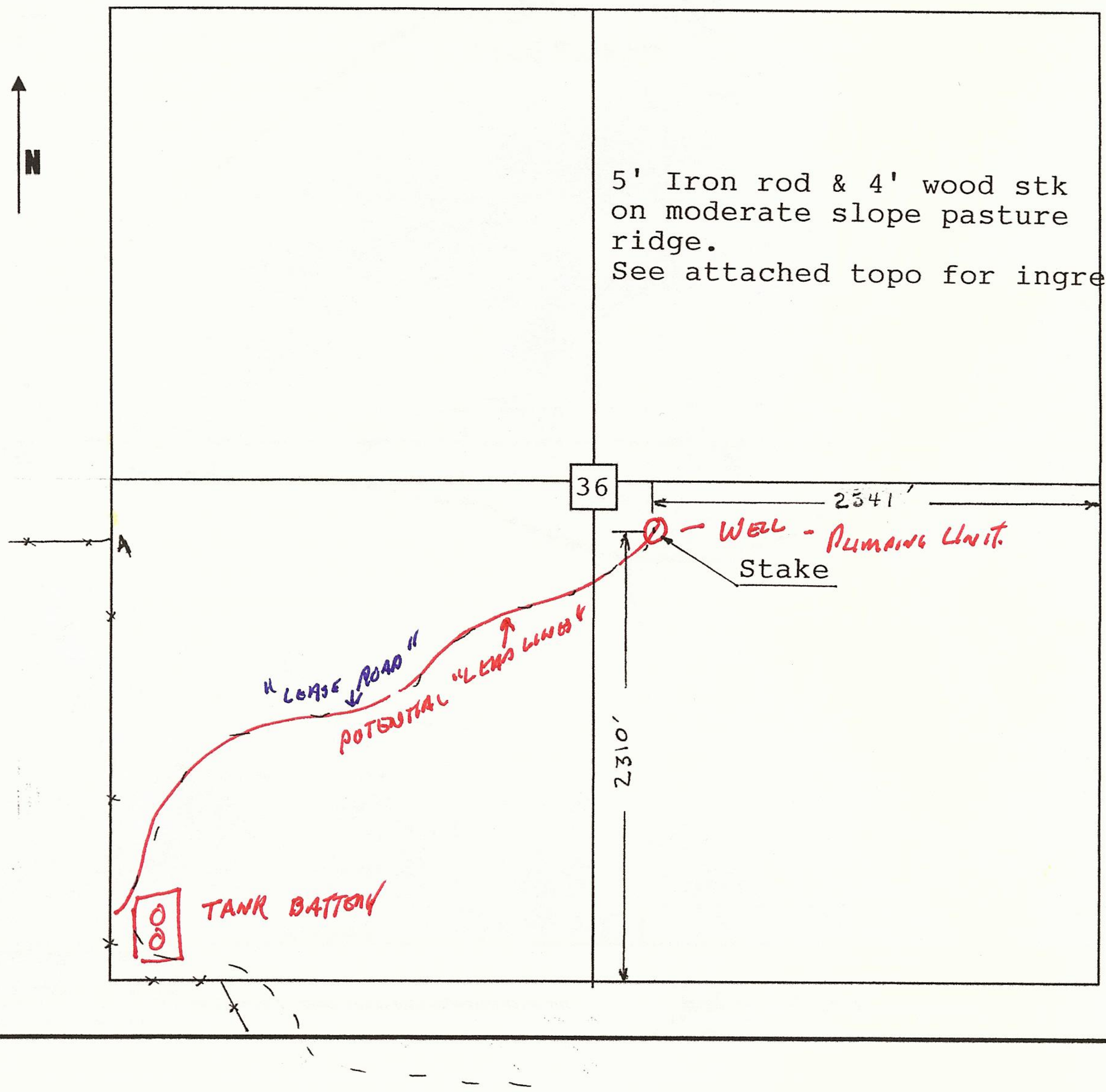
Invoice Number 0930101

BRITO OIL COMPANY	1-36	Fairleigh
Operator	Number	Farm Name

Logan-KS	36	15s	33w	2310'FSL 2541'FEL
County-State	S	T	R	Location

Elevation 2882 Gr.

Ordered By: Raul

Brito Oil Company
1700 N. Waterfront Pkwy
Bldg. 300 Suite C
Wichita, KS. 67202

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