



For KCC Use:
 Effective Date: _____
 District # _____
 SGA? Yes No

KANSAS CORPORATION COMMISSION 1056701
 OIL & GAS CONSERVATION DIVISION

Form C-1
 March 2010

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

NOTICE OF INTENT TO DRILL

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

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

Expected Spud Date: _____
 month day year

OPERATOR: License# _____
 Name: _____
 Address 1: _____
 Address 2: _____
 City: _____ State: _____ Zip: _____ + _ _ _ _ _
 Contact Person: _____
 Phone: _____

CONTRACTOR: License# _____
 Name: _____

Well Drilled For:	Well Class:	Type Equipment:
<input type="checkbox"/> Oil	<input type="checkbox"/> Enh Rec	<input type="checkbox"/> Infield
<input type="checkbox"/> Gas	<input type="checkbox"/> Storage	<input type="checkbox"/> Pool Ext.
	<input type="checkbox"/> Disposal	<input type="checkbox"/> Wildcat
<input type="checkbox"/> Seismic ; _____ # of Holes	<input type="checkbox"/> Other	<input type="checkbox"/> Mud Rotary
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Air Rotary
		<input type="checkbox"/> Cable

If OWWO: old well information as follows:

Operator: _____
 Well Name: _____
 Original Completion Date: _____ Original Total Depth: _____

Directional, Deviated or Horizontal wellbore? Yes No
 If Yes, true vertical depth: _____
 Bottom Hole Location: _____
 KCC DKT #: _____

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

Is SECTION: Regular Irregular?

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

County: _____

Lease Name: _____ Well #: _____

Field Name: _____

Is this a Prorated / Spaced Field? Yes No

Target Formation(s): _____

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

Ground Surface Elevation: _____ feet MSL

Water well within one-quarter mile: Yes No

Public water supply well within one mile: Yes No

Depth to bottom of fresh water: _____

Depth to bottom of usable water: _____

Surface Pipe by Alternate: I II

Length of Surface Pipe Planned to be set: _____

Length of Conductor Pipe (if any): _____

Projected Total Depth: _____

Formation at Total Depth: _____

Water Source for Drilling Operations:

Well Farm Pond Other: _____

DWR Permit #: _____

(Note: Apply for Permit with DWR)

Will Cores be taken? Yes No

If Yes, proposed zone: _____

AFFIDAVIT

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

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

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

Submitted Electronically

For KCC Use ONLY

API # 15 - _____

Conductor pipe required _____ feet

Minimum surface pipe required _____ feet per ALT. I II

Approved by: _____

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

Spud date: _____ Agent: _____

Remember to:

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

Well will not be drilled or Permit Expired Date: _____

Signature of Operator or Agent: _____

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

E
W



1056701

For KCC Use ONLY

API # 15 - _____

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

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

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

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

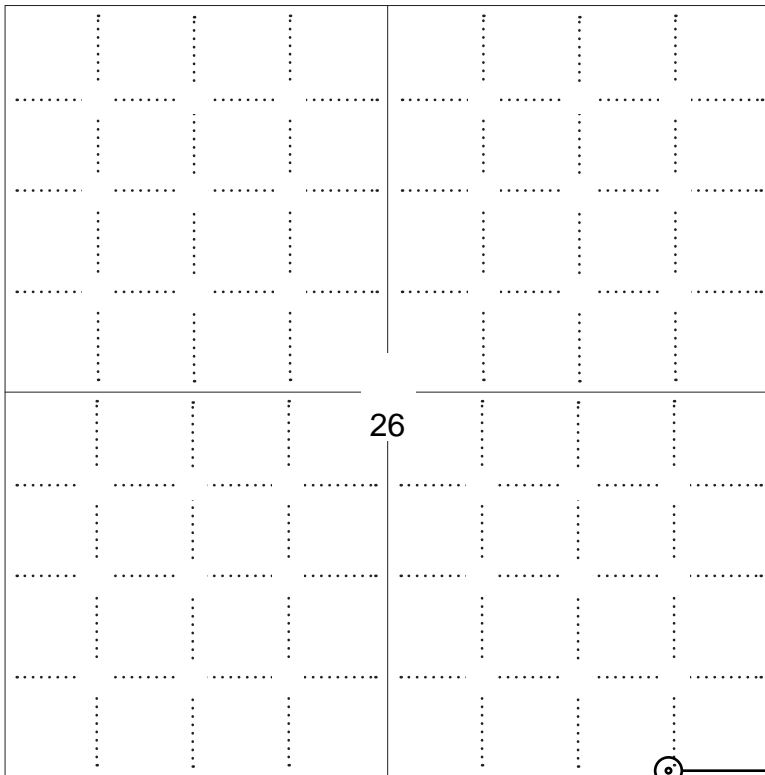
Is Section: Regular or Irregular

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

Section corner used: NE NW SE SW

PLAT

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



LEGEND

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



SEWARD CO. 3390' FEL

1980' FSL

715 ft.

50 ft.

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

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

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



KANSAS CORPORATION COMMISSION 1056701
OIL & GAS CONSERVATION DIVISION

Form CDP-1
May 2010
Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

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

KCC OFFICE USE ONLY

Liner Steel Pit RFAC RFAS

Date Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: Yes No



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 am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

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

I Submitted Electronically

I

R. Evan Noll
(Petroleum Landman)

P.O. Box 1351
Hays, KS 67601
(785) 628-8774

May 27, 2011

Walt Salmans – Good Earth Ranch, Inc.
P.O. Box 128
Hanston, KS 67849

RE: Good Earth Brate #1-26
50' SL & 715' EL
Section 26-22S-23W
Hodgeman County, Kansas

Dear Mr. Salmans:

Prior to issuing a permit to drill, the Kansas Corporation Commission is requiring the property owner be notified. The operator of the captioned well is:

American Warrior, Inc.
P. O. Box 399
Garden City, KS 67846
Contact Man: Joe Smith – (620) 271-2258 – jsmith@pmtank.com

I'm enclosing a copy of the intent to drill filed with the KCC, a plat showing the Well, Lease Road, Pipe & Electric Line and Tank Battery locations. These locations are non-binding and preliminary, being there simply to satisfy State requirement. The actual locations will be determined by the dirt man.

Lowell Foons with Lowell Foons Oilfield Tractor Works, Bazine, Kansas, will build the Lease Road and Well Site locations in accordance with the staking survey.

If you want to be involved in the locations, contact Mr. Lowell Foons (785) 731-5612, reference the captioned well name and coordinate with him.

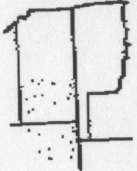
Yours very truly,



R. Evan Noll

Contract Landman with American Warrior, Inc.

Pro-Stake LLC
 Oil Field & Construction Site Staking
 P.O. Box 2324
 Garden City, Kansas 67846
 Office/Fax: (620) 276-6159
 Cell: (620) 272-1499



A052611h
 PLAN NO.

9382
 INVOICE NO.

American Warrior
 OPERATOR
Hodgeman County, KS
 COUNTY

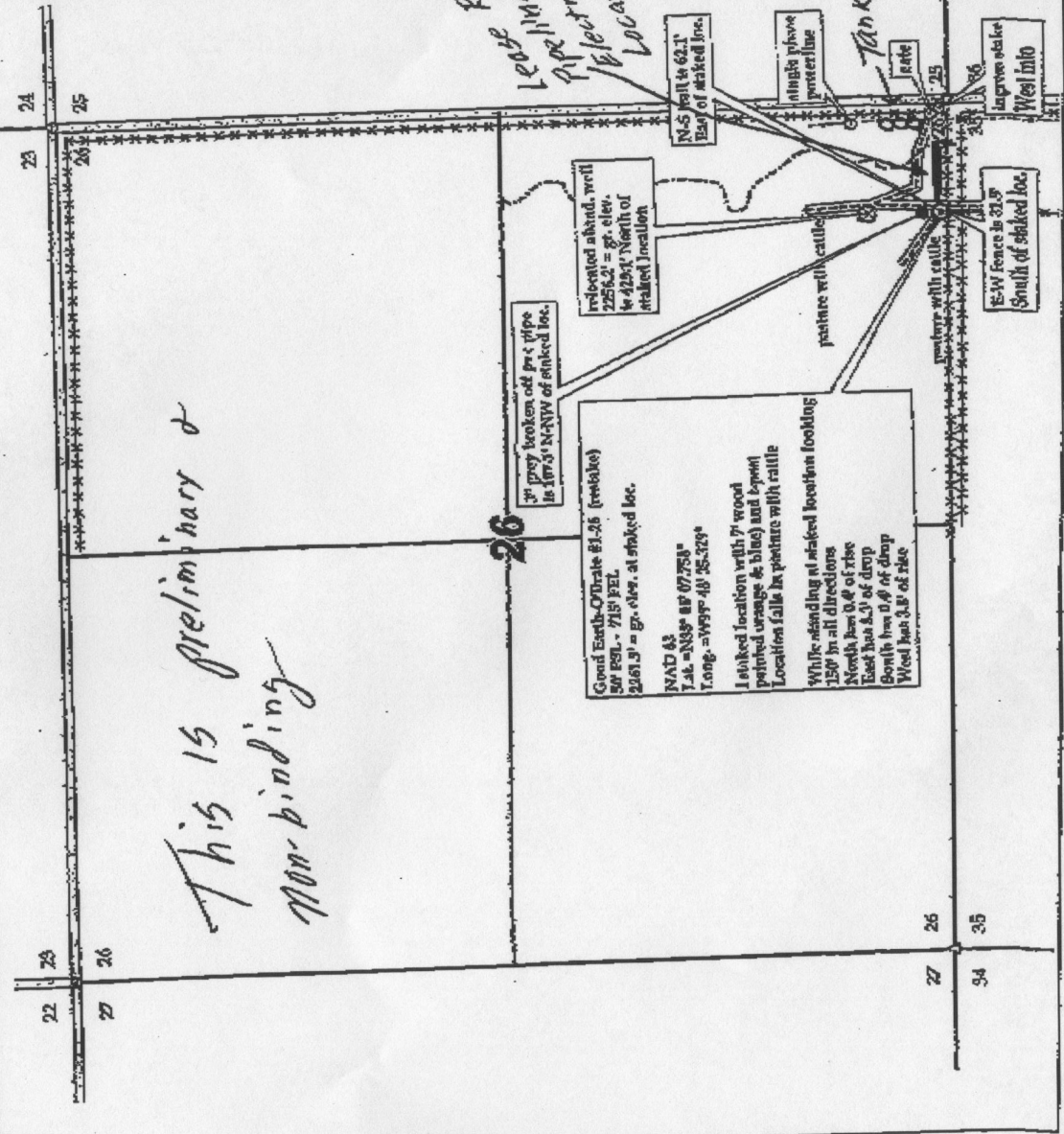
Good Earth-O'Brate #1-26 (restake)
 LEASE NAME
50' ISL & 715' FEL
 LOCATION SPOT

SCALE 1"=1000'
 DATE STAKED May 26th 2011
 MEASURED BY Lalike R.
 DRAWN BY Burt W.
 AUTHORIZED BY Cecil O.

GR. ELEVATION: 2261.9'

Directions: From the North side of Ictimore, KS, at the intersection of Hwy 156 & Hwy 283 - Now go 4.8 miles East on Hwy 156 - Now go 0.6 miles North on 223 Rd to the Southeast corner of section 26-22s-23w & ingress stake West into - Now go 0.1 mile NW on trail - Now go 0.1 mile South of trail - Now go 62' West through pasture into staked location.
 Final ingress must be verified with land owner or Operator.

*This drawing does not constitute a recommended survey or a land survey plan.
 This drawing is for construction purposes only.*



This is preliminary & non-binding

*Left hand side
 pipe line
 electronic
 locations*

Tank Battery

Good Earth-O'Brate #1-26 (restake)
 50' ISL - 715' FEL
 2261.9' = gr. elev. at staked loc.
 NAD 83
 T.A. = N83° 48' 07.753"
 Long. = W99° 48' 35.329"
 1 staked location with 7" wood pointed orange & black and 1" wood
 Location falls in pasture with cattle
 While standing at staked location looking
 150' in all directions
 North has 0.6' of rise
 East has 3.3' of drop
 South has 0.9' of drop
 West has 3.8' of rise

3" grey broken old pvc pipe is 100' N-NW of staked loc.

relocated abandoned well 2256.2' = gr. elev. to 425' North of staked location

N-S well is 62.1' East of staked loc.

single phase power line

gate

25

26

ingress stake West into

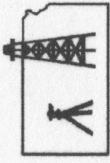
E-W fence is 33.9' South of staked loc.

pasture with cattle

pasture with cattle

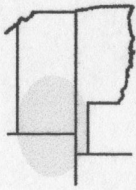
27 26

34 35



Pro-Stake LLC
Oil Field & Construction Site Staking

P.O. Box 2324
Garden City, Kansas 67846
Office/Fax: (620) 276-6159
Cell: (620) 272-1499



A052611h
FLAT NO.

9382
INVOICE NO.

American Warrior

OPERATOR

Hodgeman County, KS

COUNTY

Good Earth-O'Brate #1-26 (restake)

LEASE NAME

50' FSL & 715' FEL

LOCATION SPOT

SCALE: **1"=1000'**

DATE STAKED: **May 26th, 2011**

MEASURED BY: **Luke R.**

DRAWN BY: **Burt W.**

AUTHORIZED BY: **Cecil O.**

GR. ELEVATION: **2261.9'**

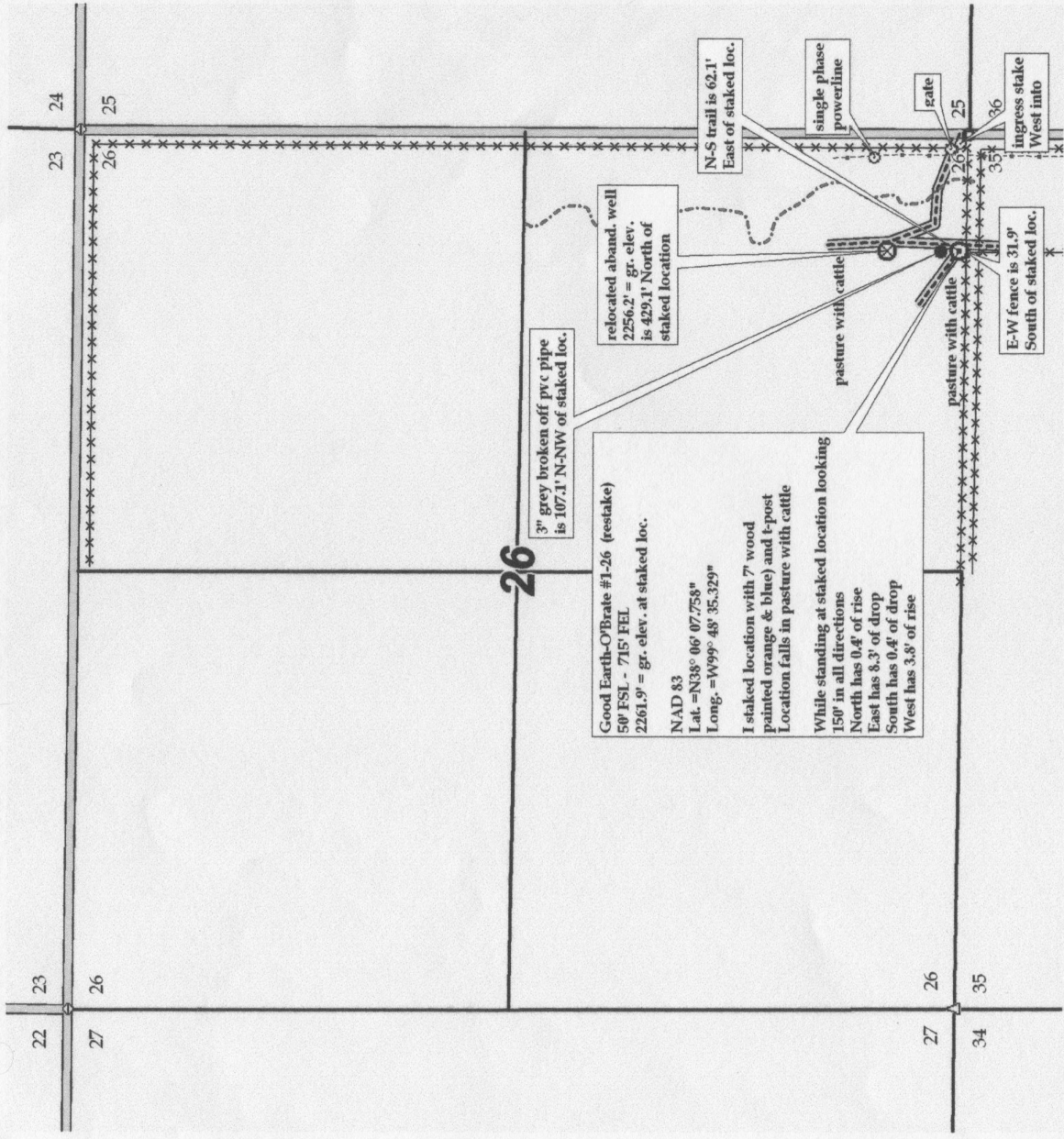


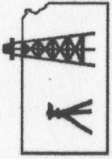
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Final ingress must be verified with land owner or Operator.

This drawing does not constitute a monumented survey or a land survey plat.

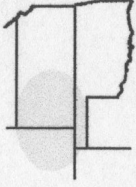
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PLAT NO.

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Good Earth-O'Brate #1-26 (restake)

Hodgeman County, KS
COUNTY

LEASE NAME
50' FSL & 715' FEL
LOCATION SPOT

Sec. **26** Twp. **22s** Rng. **23w**

SCALE: N/A
DATE STAKED: May 26th, 2011
MEASURED BY: Luke R.
DRAWN BY: Burt W.
AUTHORIZED BY: Cecil O.

GR. ELEVATION: 2261.9'

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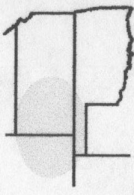
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LEASE NAME

Hodgeman County, KS
COUNTY

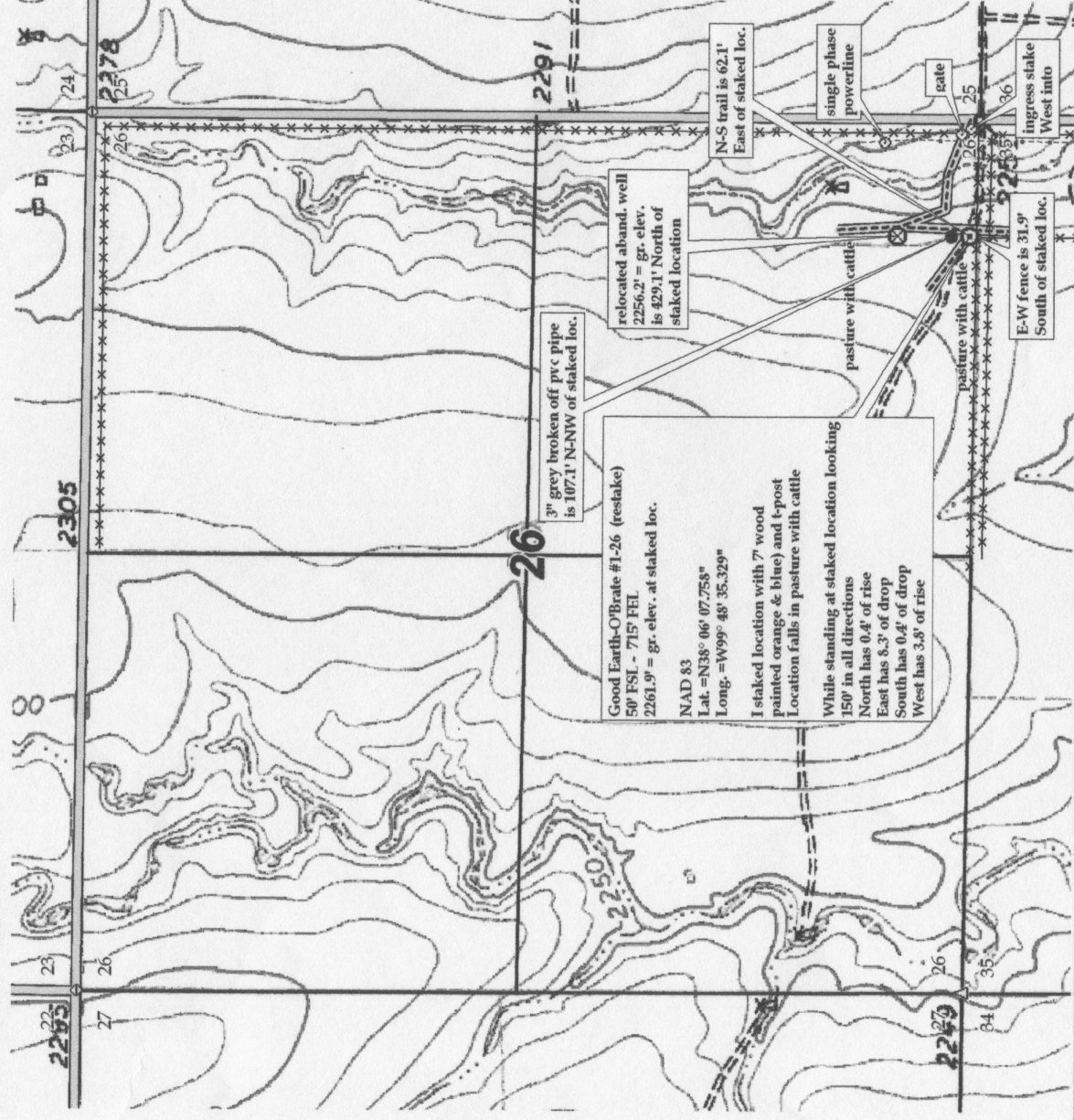
26 22s 23w 50' FSL & 715' FEL
Sec. Twp. Rg. LOCATION SPOT

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DATE STAKED: May 26th, 2011
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AWI-REG LEASE

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 15th day of April, 2010

O'Brate Realty, LLC

P.O. Box 399

Garden City, KS 67846

hereinafter called Lessor (whether one or more), and

American Warrior, Inc.

of the lease herein contained, hereby grant, lease and let exclusively unto Lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, mining and operating for and producing oil, liquid hydrocarbons, all forms and their respective constituent products, including gas, water, other fluids, and air into subsurface strata, buying pipe lines, staking oil, building tanks, other structures, telephone lines, and other structures and things thereon to produce, save, take care of, work, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise staying for its use the following described land, together with any reveršionary rights and after-acquired interest, therein situated in the County of Woodson, State of Kansas, and described as follows:

See Description Rider attached hereto and made a part hereof.

In Section XXX, Township XXX, Range XXX, and containing 1787.44 acres, more or less, and all accretions thereon, (more or less) hereinafter called Lessee, in consideration of Dollars in hand paid, receipt of which is hereby acknowledged, and of the covenants and conditions herein provided and of the agreements and stipulations contained herein, Lessee, on this day of April, 2010, at Garden City, Kansas, hereby grants, leases and lets exclusively unto Lessor for the purpose of investigating, exploring by geophysical and other means, prospecting, mining and operating for and producing oil, liquid hydrocarbons, all forms and their respective constituent products, including gas, water, other fluids, and air into subsurface strata, buying pipe lines, staking oil, building tanks, other structures, telephone lines, and other structures and things thereon to produce, save, take care of, work, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise staying for its use the following described land, together with any reveršionary rights and after-acquired interest, therein situated in the County of Woodson, State of Kansas, and described as follows:

In consideration of the premises the said Lessee covenants and agrees: 1. To deliver to the credit of Lessor, free of cost, in the pipeline 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. 2. To pay Lessor for gas of whatever 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. At any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and, for the purposes of this clause, the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shown, in whole or in part, to be producing gas, Lessor or any assignee hereunder may pay or tender monthly, written sixty (60) days after the end of each yearly period during which such gas well or wells are shown, in whole or in part, to be producing gas, an amount not less than the mineral acre measured hereunder, for the acreage then held under this lease, by the party making such payments or tenders, and, if such payments or tenders are made, it shall be considered under all provisions of this lease that gas is being produced from the leased premises, in paying quantities, in paying quantities.

This lease may be maintained during the primary term hereof without further payments 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 Lessee owns a less interest in the above described land than the entire and undivided fee estate therein, then the expenses herein provided for shall be paid by 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 operations thereon, except water from the wells of Lessor.

Lessee shall bury Lessee's pipelines below plow depth. No well shall be drilled nearer than 200 feet to the house of then now on said premises without written consent of Lessor. Lessee shall pay for damages caused by Lessee's operations 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 engines, extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of interests or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written instrument or assignment of 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 acting subsequent to the date of assignment.

Lessee may at any time execute and deliver to Lessor or other 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 interpreted, 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.

Lessee 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 reconvey to Lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessee, 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 owned or leased to 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 produce the contemplated oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding 40 acres such in the event of an oil well, or into a unit or units not exceeding 800 acres such in the event of a gas well. Lessee shall execute in writing and record in the appropriate 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 unit or unit shall be treated, for all purposes except the payment of royalties or production on production from the well or wells so 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 from a well or wells so included only such portion of the royalty stipulated herein as the amount of the acreage placed in the unit or the royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

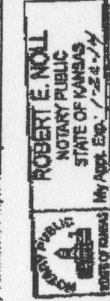
IN WITNESS WHEREOF, we sign the day and year first above written.

Cecil O'Brate
Cecil O'Brate, Manager of
O'Brate Realty, LLC

STATE OF Kansas)
 COUNTY OF Woodsome) SS:

The foregoing was acknowledged before me on the 15th day of April 2010 by
 Cecil L. O'Brate, Manager of O'Brate Realty, LLC

My commission expires: 1-28-14



Robert E. Noll
 (Notary Public)

DESCRIPTION RIDER

Township 22 South, Range 23 West

Section 13: E/2

Section 25: SW/4

Section 34: E/2

Section 35: ALL, except a tract in SE/4, described as follows: Commencing on the East line of said SE/4 at a point 720 feet North of the SE corner thereof and running thence South to the SE corner of said SE/4, thence West along the South line of said SE/4, a distance of 650 feet, thence North on a line parallel with the East line of said SE/4, a distance of 720 feet, thence East on a line parallel with the South line of said SE/4, a distance of 650 feet to the point of beginning, said excepted tract containing 10.764 acres, more or less

Section 36: All that part of the W/2, lying North of the abandoned Kansas & Oklahoma Railroad Right-of-Way, except a tract of land described as follows: Commencing at the NW corner of said Section 36, thence on the assumed bearing of South 00°00'00" East, along the West line of the NW/4 of said Section, for a distance of 2066.00 feet to the point of beginning, thence on the bearing of North 89°56'59" East for a distance of 266.50 feet, thence on a bearing of South 00°44'28" West for a distance of 128.69 feet, thence on a bearing of South 87°00'46" East for a distance of 45.17 feet, thence on a bearing of South 00°38'50" West for a distance of 44.77 feet, thence on a bearing of South 89°42'05" East for a distance of 21.18 feet, thence on a bearing of South 00°45'32" East for a distance of 119.28 feet, thence on a bearing of North 89°49'50" West for a distance of 342.50 feet to the West line of the Northwest Quarter, thence North along said West line to the point of beginning, said excepted tract containing 2.051 acres, more or less

Township 23 South, Range 23 West

Section 2: Lots 3, 4, S/2 NW/4, &/d/a NW/4

Cecil O'Brate
 Cecil O'Brate, Manager of O'Brate Realty, LLC



STATE OF KANSAS, HODGEMAN COUNTY, SS
 PAULA LOWMEYER, REGISTER OF DEEDS

Book: 0565 Page: 42

Pages Received: 2

Recording Fee: \$12.00

Date Recorded: 4/16/2010 1:17:06 PM

INDEXED

OIL AND GAS LEASE

Recorder No. 09-115 Kansas Blue Print 710 S. Broadway, PO Box 700 Topeka, Kansas 66602-0700 www.ksp.com

AGREEMENT, Made and entered into the 13th day of April, 2010 by and between Good Earth Ranch, Inc.

whose mailing address is P.O. Box 128, Hanston, KS 67849 and American Warrior, Inc.

Lessee, in consideration of Ten & more Dollars (\$ 10.00+) hereby called Lessor (whether one or more), herinafter called Lessor (whether one or more), herinafter called Lessee:

The East Half (E 1/2) of Section 26 Township 22 South Range 23 West and containing 320 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 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) 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 net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the Lessee shall commence to drill a well within the term of this lease or any extension thereof, the Lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

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

When requested by Lessee, Lessee shall bury Lessee's pipe lines below plow depth. No well shall be drilled deeper 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 herein 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 of 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 covenants 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.

Lessee, 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 said land that may be produced from said premises, such pooling to be of such combination to one another and to be into a unit or units in the conveyance records of the county in which the land herein leased is situated and to be subject to the provisions of the pooling agreement. If production is pooled this is a unit and shall be treated as a unit for the purposes of this lease. If production is not pooled this is not a unit and shall be treated as separate acreage. Royalties otherwise herein specified, Lessee shall receive on production from a unit so pooled only such portion of the net royalty stipulated herein as the amount of his acreage placed in the unit or this royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

It is further understood and agreed that Lessor shall have an option, but not an obligation, to purchase up to a ten percent (10.00%) working interest on well(s) drilled on the leased premises.

This lease shall be considered a separate lease for each of the following tracts: a) NE 1/4 Section 26-22S-23W and b) SE 1/4 Section 26-22S-23W, Hodgeman County, Kansas.

If at the expiration of the primary term or any time thereafter and this lease is being perpetuated by unitized production only, Lessee or its assigns agrees to release all of the leased premises, except that part that is included in said unitized tract.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. Witnesses: Good Earth Ranch, Inc. BY: Walt Selmons Walt Selmons, President

STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____
by _____ and _____
My commission expires _____
Notary Public

STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____
by _____ and _____
My commission expires _____
Notary Public

STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____
by _____ and _____
My commission expires _____
Notary Public

STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____
by _____ and _____
My commission expires _____
Notary Public

OIL AND GAS LEASE

No. _____ FROM _____ TO _____
Date _____
Section _____ Twp. _____ Rge. _____
Term _____
No. of Acres _____
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 _____
the records of this office.
Book: 0665 Page: 8B
PAULA LONNBERG, REGISTER OF DEEDS
STATE OF KANSAS, HODGEMAN COUNTY, SS
Recording Fee: \$12.00
Date Recorded: 5/13/2010 10:08:40 AM
Pages Recorded: 2
Paula Lonnberg



STATE OF Kansas ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
COUNTY OF Hodgeman
The foregoing instrument was acknowledged before me this 13th day of April 2010
by Walt Salmons, President
of Good Earth Ranch, Inc.
corporation, on behalf of the corporation.
My commission expires _____
Robert E. Noll Notary Public

