

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

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

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1061027

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

NOTICE OF INTENT TO DRILL

Expected Spud Date:	Spot Description:
month day year	Sec Twp S. R
DPERATOR: License#	(0/0/0/0) feet from N / S Line of Section
Name:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
State:	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MS
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OWWO: old well information as follows:	Surface Pipe by Alternate: I II
	Length of Surface Pipe Planned to be set: Length of Conductor Pipe (if any):
Operator:	Projected Total Depth:
Well Name: Original Total Depth:	Formation at Total Depth:
Original Completion Date Original Total Deptil	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
CC DKT #·	
NOO DINT #	Will Cores be taken? YesN
OO DINI #	Will Cores be taken?N If Yes, proposed zone:
AFF	If Yes, proposed zone:
AFF The undersigned hereby affirms that the drilling, completion and eventual plu	If Yes, proposed zone:
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Side Two



For KCC Use ONLY	
API # 15	

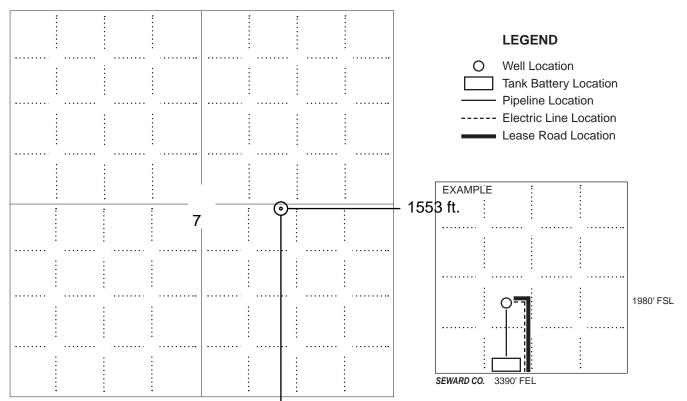
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator:	Location of Well: County:		
Lease:	feet from N / S Line of Section		
Well Number:	feet from E / W Line of Section		
Field:	SecTwpS. R 🗌 E 🔲 W		
Number of Acres attributable to well:	Is Section: Regular or Irregular		
	If Section is Irregular, locate well from nearest corner boundary. Section corner used: NE NW SE SW		
PLA	AT .		
Show location of the well. Show footage to the nearest lea	se or unit boundary line. Show the predicted locations of		
land words to be the vice wind lines and alectrical lines are well	and but he Kennes Cunfees Oursen Nation Act (House Bill 2022)		

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.

2573 ft.

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

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



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION 061027

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: 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: (bbls)		SecTwpR East WestFeet from North / South Line of SectionFeet from East / West Line of SectionCounty		
Is the pit located in a Sensitive Ground Water A	rea? Yes	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)		
Is the bottom below ground level?	Artificial Liner?	No	How is the pit lined if a plastic liner is not used?		
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet) N/A: Steel Pits		
If the pit is lined give a brief description of the li material, thickness and installation procedure.	om ground level to dee	Describe proce	dures for periodic maintenance and determining any special monitoring.		
Distance to nearest water well within one-mile of	of pit:	Depth to shallo Source of infor	west fresh water feet. mation:		
feet Depth of water well	feet	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 Submitted Electronically		Type of materia Number of work Abandonment p Drill pits must b	over and Haul-Off Pits ONLY: all utilized in drilling/workover: king pits to be utilized: procedure: de closed within 365 days of spud date.		
	KCC	OFFICE USE O	NLY		
Date Received: Permit Num	ber:		Liner Steel Pit RFAC RFAS t Date: Lease Inspection: Yes No		



Kansas Corporation Commission Oil & Gas Conservation Division

1061027

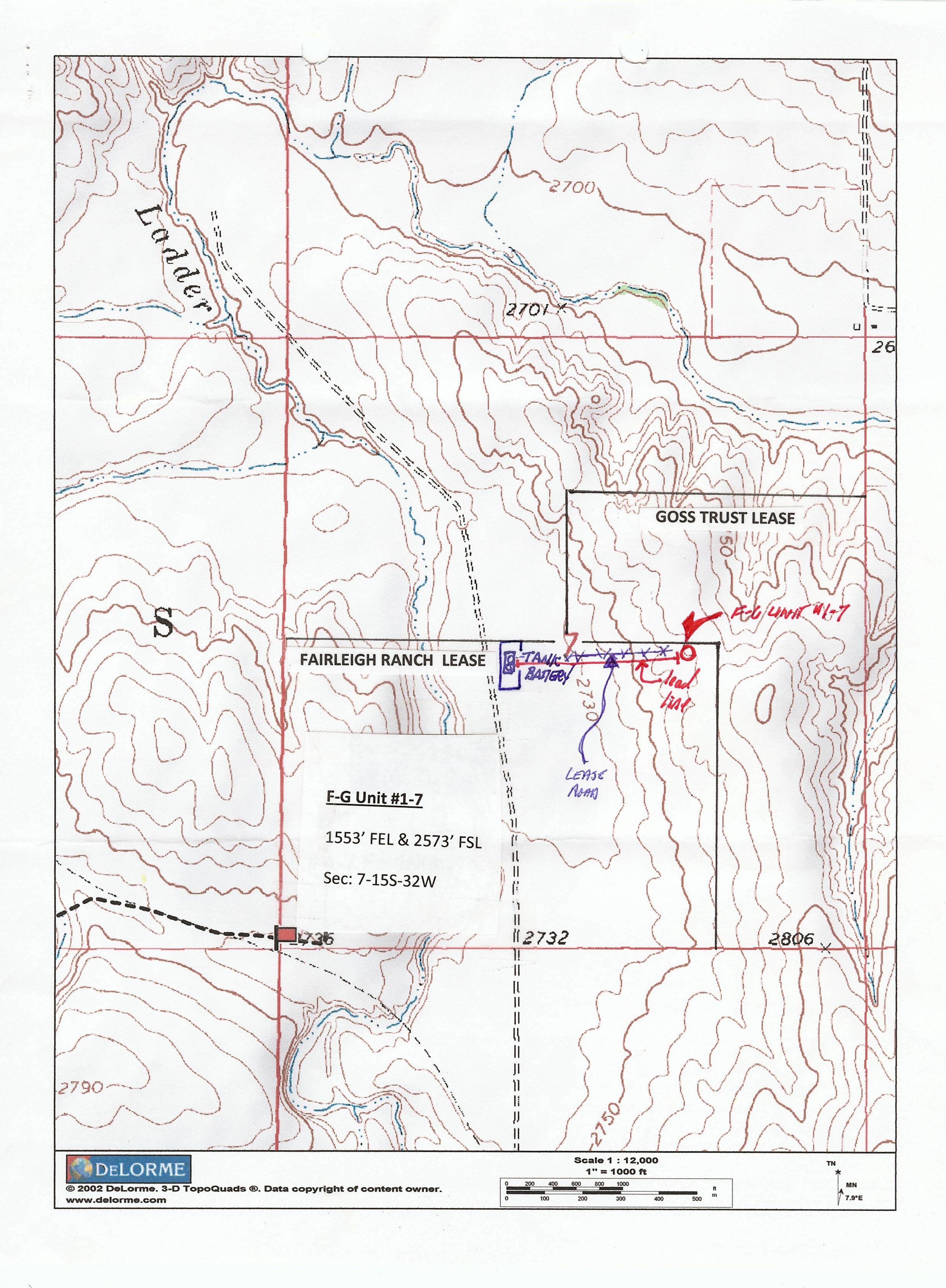
Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 (C	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R 🔲 East 🗌 West
Address 1:	County:
Address 2:	Lease Name: Well #:
City:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	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
Address 2:	county, and in the real estate property tax records of the county treasurer.
City:	
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and a batteries, pipelines, and electrical lines. The locations shown on the plat in the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
Select one of the following:	
owner(s) of the land upon which the subject well is or will be loc CP-1 that I am filing in connection with this form; 2) if the form the form; and 3) my operator name, address, phone number, fax, and I have not provided this information to the surface owner(s). I an KCC will be required to send this information to the surface owner(s).	cknowledge that, because I have not provided this information, the ner(s). To mitigate the additional cost of the KCC performing this
task, I acknowledge that I am being charged a \$30.00 handling If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-	fee with this form. If the fee is not received with this form, the KSONA-1
Submitted Electronically	



63U (Rev. 1993)

OIL AND CACLEACE

09-115



		OIL AND GA	3 LEASE		www.kbp.com · kbp@kbp.com
AGREEME	ENT. Made and entered into the	h April,	2008		
by and between	ENT, Made and entered into the 13 th Fairleigh Ranch	Corporation, a	Kansas corp	oration;	
vhose mailing add	PETEX, INC.,			hereinafter cal	led Lessor (whether one or more)
					, hereinafter caller Lessee:
constituent productions thereon products manufactu	onsideration of <u>Ten or mo</u> ged and of the royalties herein provided and eploring by geophysical and other means, s, injecting gas, water, other fluids, and air to produce, save, take care of, treat, manufaured therefrom, and housing and otherwise County of Logan	prospecting drilling, mining and interest into subsurface strata, laying pipe acture, process, store and transport caring for its employees, the following for its employees, the following for its employees.	operating for and producing tines, storing oil, building tar said oil, liquid hydrocarbons, wing described land, togethe	oil, liquid hydrocarbor nks, power stations, tele gases and their respecti r with any reversionary	is, all gases, and their respective
	See Exhi	bit A attached			
accretions thereto.	, Township				
as on, nquia nyaro	the provisions herein contained, this lease carbons, gas or other respective constituen	t products, or any of them, is prod	three (3) ears from uced from said land or land v	this date (called "prime vith which said land is	ary term"), and as long thereafter pooled.
	ration of the premises the said lessee coven eliver to the credit of lessor, free of cost, in		connect wells on said land, the	he equal one-eighth (%)	part of all oil produced and saved
me reased pre					

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 (1/2), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/2) 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

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 essee 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 er 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 in the particular unit involved.

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

Taxpayer ID#

FAIRLEIGH RANCH CORPORATION

By: John Fairleigh, President

143 40

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 Fiftee	en (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 Fifte	en (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

Page 2

- 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 have commenced within the 18 month initial period, the additional 18 month term will vest.
- 3. If at the end of the primary term, this Lease is not otherwise continued in force under the provisions hereof, this Lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of \$10.00 multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this Lease; and subject to the other provisions of this Lease, the primary term shall be extended for an additional term of Two (2) years from the end of the primary term hereof. It is understood and agreed that the option to extend may be exercised individually according to the tracts herein described, with no obligation on the remainder tracts.
- 4. All references in the lease to 1/8th as it relates to royalty or payments to the Lessors shall be deleted and replaced with 3/16ths.

FAIRLEIGH RANCH CORPORATION

* THE 910 PER NOT MINOPAL ACRES WILL BE FOR THE ENTIRE INMA LEADE ACREAGE (7799 ACRES)

NOTARY PUBLIC - State of Kansas

JEAN K. COLE
My Appl Exp. 14512012

Reorder No. (19-115) Kansas Blue Print 700 S. Broadway PO Box 793 Wichita, KS 67201-0793

63U (Rev. 1993)	OIL AND	AS LEASE	09-115	316-264-9344-264-516 www.kbp.com · kbp@kb
AGREEMENT, Made and entered into the	day of _ SEPTE	maen, 2008.		
y and between <u>Betty J. Goss, as Tru</u>	stee of the B	etty J. Goss Tr	ust, dated De	cember 2, 1999
hose mailing address is 9927 Ensley Lane	, Leawood, KS	. 66206	hereinafter c	alled Lessor (whether one or
d Brito Oil Company, Inc. a		ation		
Lessor, in consideration of Ten or More here acknowledged and of the royalties herein provided and of investigating, exploring by geophysical and other means, prostituent products, injecting gas, water, other fluids, and air in the things thereon to produce, save, take care of, treat, manufact roducts manufactured therefrom, and housing and otherwise control of the control of th	of the agreements of the lest rospecting drilling, mining nto subsurface strata, laying ture, process, store and tra- aring for its employees, the	Dollars see herein contained, hereby g and operating for and produc pipe lines, storing oil, building sport said oil, liquid hydrocarbe following described land, toge	(s 10.00 rants, leases and lets excling oil, liquid hydrocarbors tanks, power stations, tens, gases and their respective with any reversionar) in hand paid, receipt of usively unto lessee for the puons, all gases, and their resplephone lines, and other strutive constituent products and yrights and after-acquired in
erein situated in County of <u>Logan</u>			Carrier 1	described as follows t
The South Half $(S/2)$ The East Half $(E/2)$				
			<	
n Section 7 Township 15 Sout	h Range 32 W	est and containing	160	acres, more or less, a
ccretions thereto. Subject to the provisions herein contained, this lease sh soil, liquid hydrocarbons, gas or other respective constituent provided in consideration of the premises the said lessee covenance.	products, or any of them, is	rm of One (1) years for produced from said land or la	rom this date (called "printed and with which said land in	nary term"). and as long the s pooled.
lst. To deliver to the credit of lessor, free of cost, in temperature to the leased premises.	he pipe line to which lessee			
2nd. To pay lessor for gas of whatsoever nature or ki t the market price at the well, (but, as to gas sold by lessee, i remises, or in the manufacture of products therefrom, said pe s royalty One Dollar (\$1.00) per year per net mineral acre re neaning of the preceding paragraph.	in no event more than one syments to be made month	eighth (1/4) of the proceeds receily. Where gas from a well proc	lived by lessee from such ducing gas only is not sol	sales), for the gas sold, used d or used, lessee may pay or
This lease may be maintained during the primary ter this lease or any extension thereof, the lessee shall have the bund in paying quantities, this lease shall continue and be in If said lessor owns a less interest in the above describe said lessor only in the proportion which lessor's interest be Lessee shall have the right to use, free of cost, gas, oil When requested by lessor, lessee shall bury lessee's pip No well shall be drilled nearer than 200 feet to the hou	e right to drill such well the force with like effect as if a bed land than the entire a ars to the whole and undiv and water produced on sain the lines below plow depth.	o completion with reasonable duch well had been completed wand undivided fee simple estate ided ree. I land for lessee's operation the	iligence and dispatch, an- vithin the term of years fir e therein, then the royaltic ereon, except water from the	d if oil or gas, or either of th st mentioned. es herein provided for shall b
Lessee shall pay for damages caused by lessee's operat	tions to growing crops on s	aid land.		
Lessee shall have the right at any time to remove all n If the estate of either party hereto is assigned, and executors, administrators, successors or assigns, but no char essee has been furnished with a written transfer or assignme vith respect to the assigned portion or portions arising subsequently Lessee may at any time execute and deliver to lessor	the privilege of assigning age in the ownership of the nt or a true copy thereof. I uent to the date of assignm or place of record a release	in whole or in part is express te land or assignment of rents n case lessee assigns this lease ent. te or releases covering any por	ly allowed, the covenants als or royalties shall be b , in whole or in part, lesse	s hereof shall extend to their inding on the lessee until af se shall be relieved of all oblig
urrender this lease as to such portion or portions and be reliev All express or implied covenants of this lease shall be n whole or in part, nor lessee held liable in damages, for fail	subject to all Federal and	State Laws, Executive Orders	, Rules or Regulations, an r if such failure is the res	d this lease shall not be term ult of, any such Law, Order,
Regulation. Lessor hereby warrants and agrees to defend the title any mortgages, taxes or other liens on the above described la signed lessors, for themselves and their heirs, successors and	nds, in the event of defaul l assigns, hereby surrende	t of payment by lessor, and be r and release all right of dowe	subrogated to the rights or and homestead in the p	of the holder thereof, and the
as said right of dower and homestead may in any way affect t Lessee, at its option, is hereby given the right and po immediate vicinity thereof, when in lessee's judgment it is conservation of oil, gas or other minerals in and under and to or units not exceeding 40 acres each in the event of an oil we record in the conveyance records of the county in which the pooled into a tract or unit shall be treated, for all purposes e found on the pooled acreage, it shall be treated as if productic royalties elsewhere herein specified, lessor shall receive on placed in the unit or his royalty interest therein on an acreage	wer to pool or combine the necessary or advisable to that may be produced from ell, or into a unit or units is el and herein leased is sit xcepi the payment of roya on is had from this lease, w production from a unit s	acreage covered by this lease do so in order to properly de said premises, such pooling to not exceeding 640 acres each in uated an instrument identifying ties on production from the po- hether the well or wells be loca o pooled only such portion of	or any portion thereof wi velop and operate said le o be of tracts contiguous to the event of a gas well. ing and describing the po- loled unit, as if it were in ted on the premises cover the royalty stipulated he	ease premises so as to prom o one another and to be into Lessee shall execute in writi oled acreage. The entire acre cluded in this lease. If produced by this lease or not. In lieu
See Rider attached and made	a part hereof:			
		Marin Samuel America		
IN WITNESS WHEREOF, the undersigned execute th	is instrument as of the day	and year first above written.	1 7	1
Max de		192ty4. E	HORA Tru	afer
Taxpayer ID#				
The state of the s	•	Betty J. Gos	ss, as Truste ss Trust date	e of the d December 2,
MOTARY PURI IC - State of Kansas	1			

RIDER

Attached to and made a part of one certain Oil and Gas Lease of Agreement dated September 16, 2008, by and between, BETTY J. GOSS as Trustee of the BETTY J. GOSS TRUST dated December 2, 1999, and Brito Oil Company, Inc., a Kansas corporation, and covering the following described land:

Township Sixteen (15) South; Range Thirty-Three (32) West, Logan County, Kansas

The South Half (S/2) of the Northeast Quarter (NE/4) and the East Half (E/2) of The Southeast Quarter (SE/4) of Section 7.

and containing 160 net mineral acres, more or less.

- 1. If at the end of the primary term, this Lease is not otherwise continued in force under the provisions hereof, this Lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of \$20.00 multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this Lease; and subject to the other provisions of this Lease, the primary term shall be extended for an additional term of One (1) year from the end of the primary term hereof. If at the end of the first One (1) year extension the lease is not otherwise continued in force under the provisions hereof, Lessee shall have the option to extend this lease for an additional and final One (1) year under the same terms as first extension.
- 2. All references in the lease to 1/8th as it relates to royalty or payments to the Lessors shall be deleted and replaced with 3/16ths.

Betty J. Goss, as Trustee of the Betty J. Goss Trust, dated December 2, 1999.

By: Bethy J. HOSL Tyest

Plack all notes for Bethy J. Goss only on 9/22/08

