



1061027

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

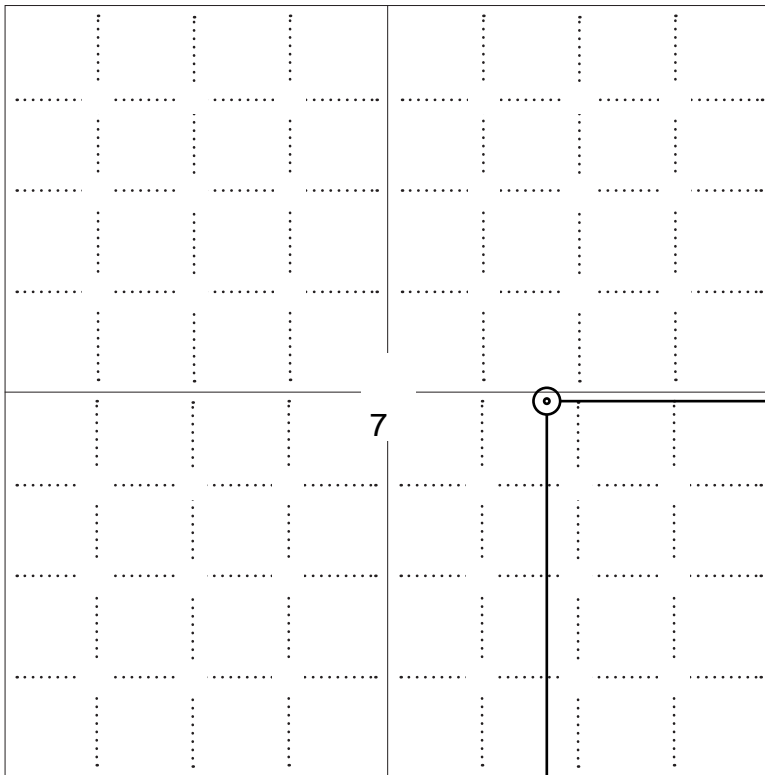
Is Section: Regular or Irregular

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

Section corner used: NE NW SE SW

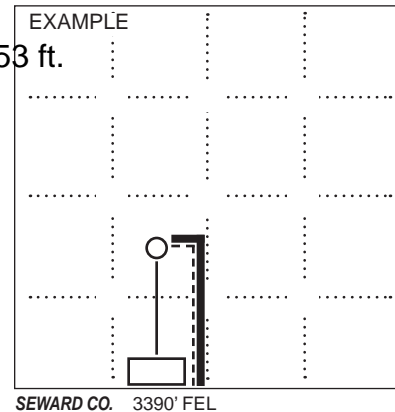
PLAT

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



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.



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.

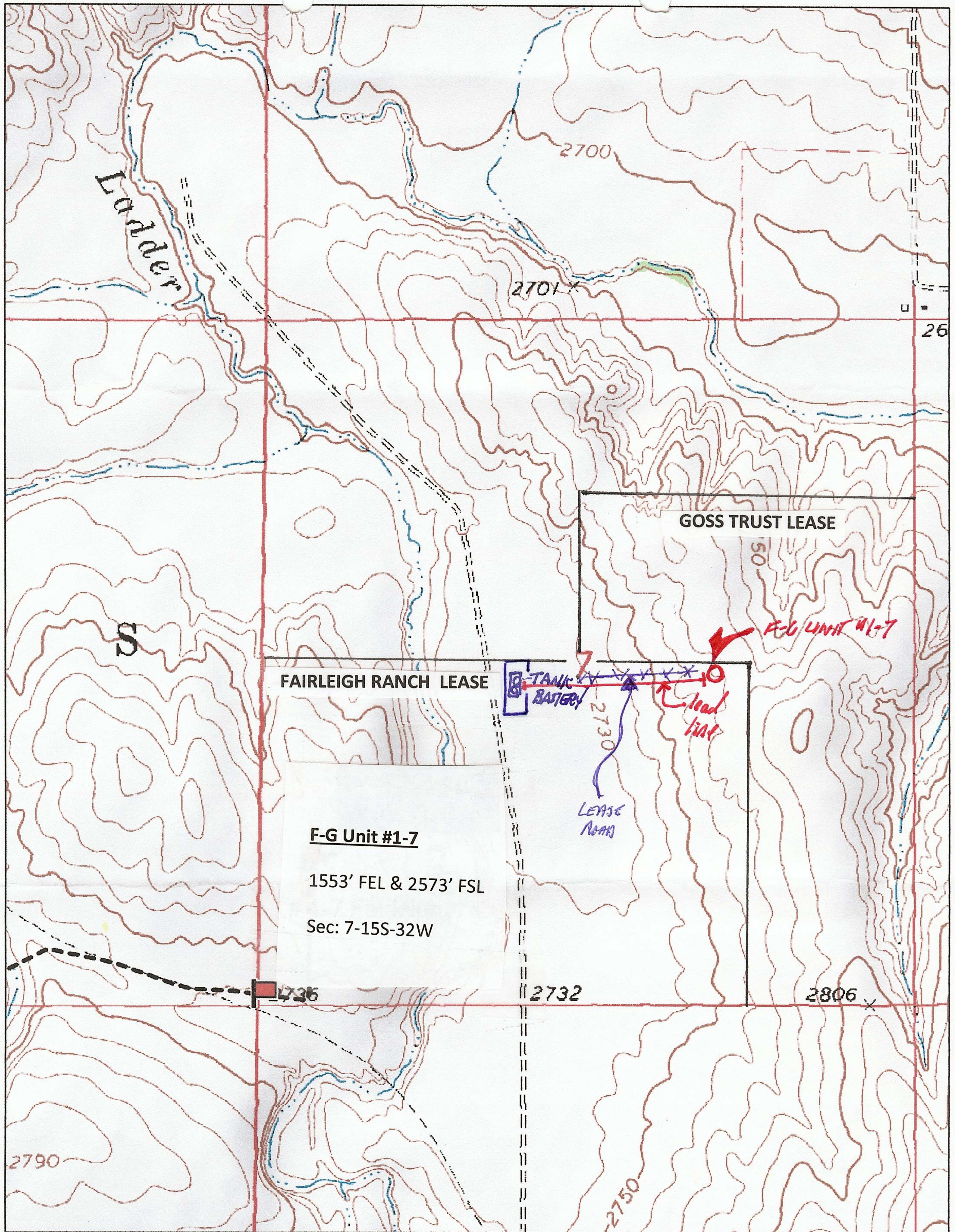
If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary 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



FAIRLEIGH RANCH LEASE

GOSS TRUST LEASE

F-G Unit #1-7

1553' FEL & 2573' FSL

Sec: 7-15S-32W

TANK
BASTERY

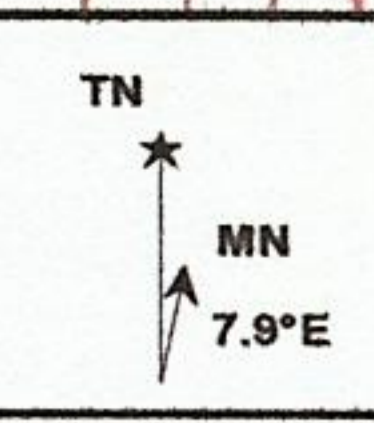
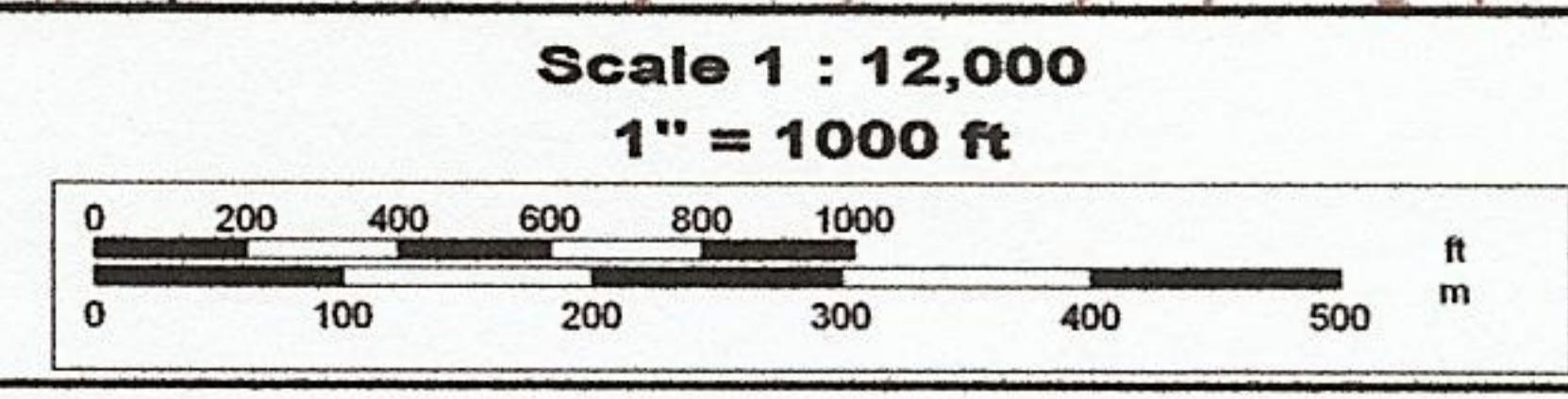
LEASE
ROAD

Lead
line

F-G UNIT #1-7



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www.delorme.com



OIL AND GAS LEASE

Reorder No. 09-115



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

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 called 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 (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

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

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

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

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

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

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

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

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

Witnesses:

FAIRLEIGH RANCH CORPORATION

Taxpayer ID#

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

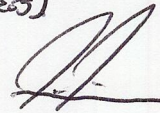
Page 2

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. ** - SEE BELOW*
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

By: _____

** THE \$10 PER NET MINERAL ACRES WILL BE FOR
 THE ENTIRE INITIAL LEASE AREA (7799 ACRES)*



OIL AND GAS LEASE

Reorder No. 09-115



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

AGREEMENT, Made and entered into the 16th day of SEPTEMBER, 2008, by and between Betty J. Goss, as Trustee of the Betty J. Goss Trust, dated December 2, 1999.

whose mailing address is 9927 Ensley Lane, Leawood, KS. 66206 hereinafter called Lessor (whether one or more), and Brito Oil Company, Inc. a Kansas Corporation

hereinafter called 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:

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

In Section 7, Township 15 South, Range 32 West, and containing 160 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of One (1) years from this date (called "primary term"). and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

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

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

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

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

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

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

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

See Rider attached and made a part hereof.

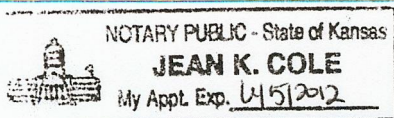
IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Witnesses: NOTARY

Jean K. Cole Taxpayer ID# [redacted]

Betty J. Goss Trustee

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



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: Betty J. Goss Trust

Jean K. Cole Notary for Betty J. Goss only on 9/22/08

