

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

1120820

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:
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Sec Twp S. R E
OPERATOR: License#	feet from N / S Line of Section
Name:	feet from E / W Line of Section
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City: State: Zip: +	County:
Contact Person:	Lease Name: Well #:
Phone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
Name:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet MSL
Oil Enh Rec Infield Mud Rotary 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:
	Surface Pipe by Alternate: I II
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore? Yes No	Well Farm Pond Other:
If Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
KCC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
ΔΕ	
	IDAVIT
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For KCC Use ONLY	
API # 15	-

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

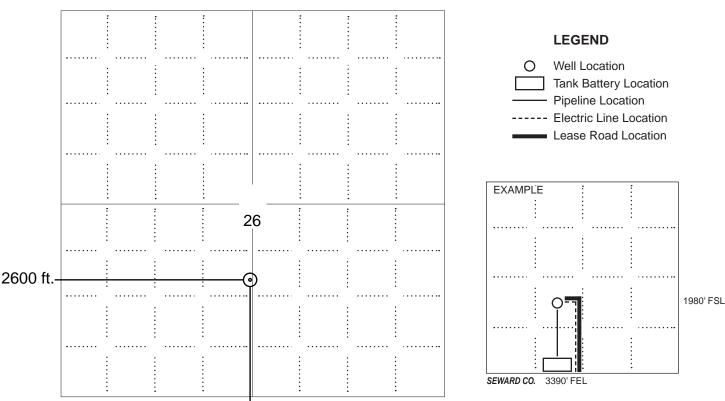
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	Sec Twp S. R
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

PLAT

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

You may attach a separate plat if desired.

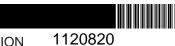


NOTE: In all cases locate the spot of the proposed drilling locaton.

1600 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

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 If Existing, date coll Pit capacity:	Existing nstructed: (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
Depth from ground level to deepest point: (feet) No Pit If the pit is lined give a brief description of the liner material, thickness and installation procedure. Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.			
Distance to nearest water well within one-mile of pit: Depth to shallowest fresh water feet. Source of information:			
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 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. Submitted Electronically		the closed within 365 days of spud date.	
	KCC	OFFICE USE O	NLY
Date Received: Permit Num	ber:	Perm	Liner Steel Pit RFAC RFAS t Date: Lease Inspection: Yes No



1120820

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 (CB-1)	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	
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.
☐ I certify that, pursuant to the Kansas Surface Owner Notice A owner(s) of the land upon which the subject well is or will be to CP-1 that I am filing in connection with this form; 2) if the form to form; and 3) my operator name, address, phone number, fax, at ☐ I have not provided this information to the surface owner(s). I at KCC will be required to send this information to the surface owner(s).	cknowledge that, because I have not provided this information, the vner(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	

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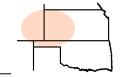
Pro-Stake LLC

Oil Field & Construction Site Staking

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

Cell: (620) 272-1499

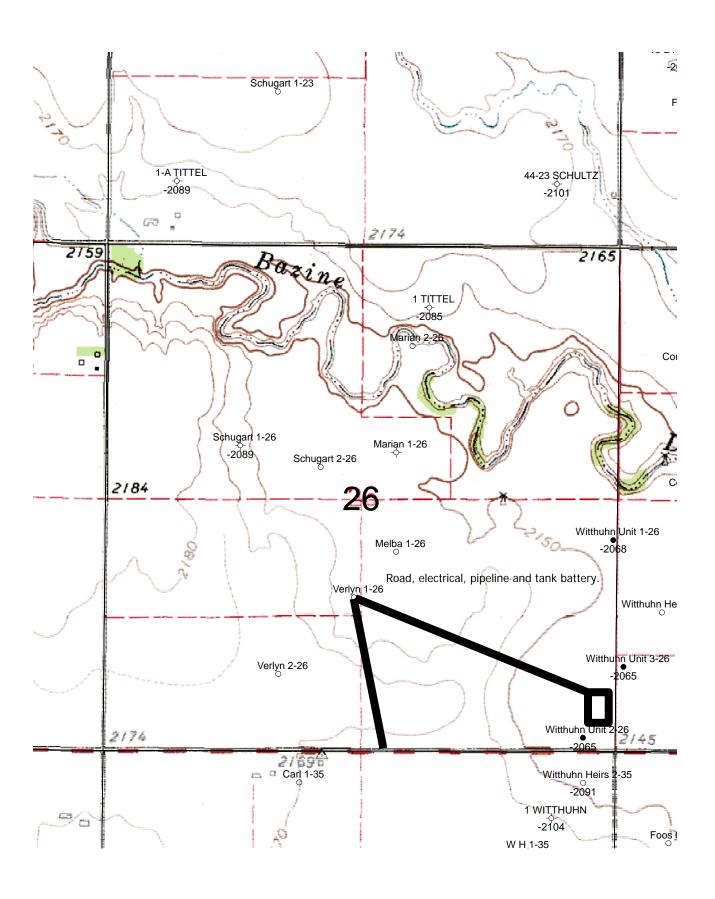
8874 INVOICE NO.



х072610-е

Verlyn #1-26 **American Warrior** LEASE NAME 2310' FSL – 1620' FWI **Ness County, KS** 26 18s 22w LOCATION SPOT COUNTY Twp. Prospect ?? 1" =1000 SCALE: GR. ELEVATION: 2168.4° PROSPECT July 26th, 2010 DATE STAKED: **Directions:** From the North side of Bazine, Ks at the intersection Ben R. MEASURED BY: of Hwy 96 & Main St. South - Now go 2.2 mile West on Hwy 96 Gabe Q. DRAWN BY: to the SW corner of section 26-18s-22w - Now go 0.5 mile North Scott C. on N BB RD to ingress East into @ field entrance - Now go 1620' AUTHORIZED BY: East through worked ground - Now go 333' South through worked This drawing does not constitute a monumented survey ground along the West side of waterway - Now go approx. 50' or a land survey plat East through grass waterway - Now go approx. 40' East through This drawing is for construction purposes only worked ground into staked location. Final ingress must be verified with land owner or **Operator**

23 E 140 RD (gravel) 27 26 25 property line is 332.8' North of staked loc. end of terrace/waterway is 70.6' crop change is 336.3 N-NW of staked loc North of staked loc wheat stubble wheat stubble ingress East into @ field entrance erraced worked worked ground ground Eastside of waterway is 37.9 Verlyn #1-26 W-NW of staked loc. 2310' FSL - 1620' FWL N BB RD 2168.4' = gr. elev. at staked loc.(gravel) terrace is 122.9' South of staked loc. Lat. = N 38° 27' 26.681085" Long = W 99° 43' 40.205031" I staked location with 7' wood (painted orange & blue) and t-post Location falls in terraced worked ground & grass waterway While standing at staked loc. looking 150' North has 2.2' of drop East has 1.7' of rise South has 2.7' of rise West has 1.4' of rise 26 25 35 36 Hwy 96 (black top) 34 35 N CC RD



OIL AND GAS LEASE

THIS AGREEMENT, E	ntered into this the 28th day of S	september		_, 20 <u>07</u>	between
Verlyn F. Witthuhn ar	d Melba I. Witthuhn, husband a	ınd wife			·
			hereinafter ca	alled Lessor (whether	er one or more),
and American Warrio	r, Inc.		· · · · · · · · · · · · · · · · · · ·		
				,hereinafter	· called Lessee:
herein provided and of investigating, exploring gases, and their respecti- tanks, power stations, te transport said oil, liquid		rein contained, hereby grap prospecting drilling, minings, water, other fluids, and as and things thereon to propective constituent product aland, together with any respective to the constituent product and the constituent pro	ants, leases and lets exclusiving and operating for and production air into subsurface strata, lay roduce, save, take care of, treats and other products manuficated.	vely unto lessee for iducing oil, liquid h lying pipe lines, stor- eat, manufacture, pr actured therefrom, a acquired interest, the	r the purpose of hydrocarbons, all ring oil, building rocess, store and and housing and
In Section 26	, Township 18 South	, Range 22 West	, and containing 160	acres more	e or less, and all
accretions thereto.					, or tops, and an
"primary term"), and as from said land or land w prior to the expiration of	ons herein contained, this lease sh long thereafter as oil, liquid hydro th which said land is pooled. If, d the primary term, Lessor agrees the ling rig and commence operations	carbons, gas or other respe lue to circumstances beyon hat Lessee shall have a reas	ective constituent products, or ad Lessee's control, Lessee is a	unable to obtain a ro	can be produced otary drilling rig

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

1st. 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.

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. 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 shut-in, before or after production therefrom, lessee or any assignee hereunder may pay or tender annually, within sixty (60) days after the end of each yearly period during which such gas well or gas wells are shut-in, as substitute gas royalty, One Dollar (\$1.00) per net mineral acre retained 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.

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.

Lessee shall bury lessee's pipelines 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 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 herby 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.

Book: 312 Page: 654

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 into a unit or units not exceeding 10 acres each in the event of an oil well, or into a unit or units not exceeding 640 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 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 an instrument identifying and describing the pooled acreage. The entire acreage so pooled in this lease or not. In lieu of the royalties elsewhere herein specified, lesser, whether the well or wells be located on the premises covered by this streage placed in the unit or his royalty interest therein no an acreage basis bears to the total acreage so pooled in the particular unit involved.

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My commission expires				•
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		612 	Hate of Kansas - Ness Book: 312 Page: R M : MH : MH	County — 00.511 \$12.00 —
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ATE OF				MOTARY PUBLIC - State of MOLICE MD
y commission expires			ANNTA PARISINA	0300M (D)
e foregoing instrument was acknowledged before me this Osrlyn F. Witthuhn, husband a	OO to yab (
OUNTY OF Ness	44	4.1	20	
VLE OF Kansas				
		SS# of Tax #:		
		S# or Tax #:		
Melba I. Witthuhn		:# xeT 10 #SS		
V Vitthuhn Vedyn F. Witthuhn		:#xaT 10 88		
DATIS 19		" E 90		
WITNESS WHEREOF, we sign the day and year first a	a spove written.			

AFFIDAVIT OF PRODUCTION - OIL

State of Kansas Book: 334 Page: 208

Receipt Receipt *: 7007 Pages Recorded: L Cashier Initials: MH

Recorded: 8/9/2010 10:10:00 AM

		 Date
STATE OF KANSAS)	
) ss:	
COUNTY OF NESS)	

Scott Corsair, of lawful age and upon first being duly sworn upon oath, deposes and states that:

- I am a Petroleum Engineer of American Warrior, Inc., and am authorized to make this Affidavit.
- 2. American Warrior, Inc., is the owner of the following Oil and Gas Leases:
 - LESSOR: Claretta E. Pfannenstiel, a single person LESSEE: American Warrior, Inc. RECORDED: Book ___ 302 at Page 266 AFFIDAVIT OF EXTENSION: Book 324 at Page 343
 - b. LESSOR: Bernice L. Moore, a single person LESSEE: American Warrior, Inc. RECORDED: Book 302 at Page 268 AFFIDAVIT OF EXTENSION: Book 324 at Page 343
 - c. LESSOR: Verlyn F. Witthuhn and Melba I. Witthuhn, husband & wife LESSEE: American Warrior, Inc. RECORDED: Book 312 at Page 653
- 3. All of the above described Oil and Gas Leases cover the Southwest Quarter (SW/4) of Section 25, Township 18 South, Range 22 West, less and except a tract of land described as follows: Beginning at the southeast corner, thence West 444 feet, thence North 490 feet, thence East 444 feet, thence South 490 feet to place of beginning and the Southeast Quarter (SE/4) of Section 26, Township 18 South, Range 22 West, Ness County, Kansas.
- 4. All of the above described Oil and Gas Leases are for the definite term therein provided and so long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced therefrom.
- 5. Public notice is given, pursuant to K.S.A. 55-205, that a well capable of producing oil in paying quantities was completed, during the definite term of each of the above described Oil and Gas Leases, and all of the above described Oil and Gas Leases have been perpetuated, as provided therein.

AMERICAN WARRIOR, INC

Scott Corsair, Petroleum Engineer

ACKNOWLEDGMENT STATE OF KANSAS

) ss: COUNTY OF NESS

This instrument was acknowledged before me on the 29th day of July , 2010 by Scott

otary Public

Corsair, Petroleum Engineer of American Warrior, Inc.

NOTARY PUBLIC - State of Kansas DENISE CORSAIR

My Appt. Exp. 🔑





OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 17th the day of August, 20	
Verlyn F. Witthuhn and Melba I. Witthuhn, Trustees of the Witthuhn Fam	nily Trust dated November 19, 2008
304 W Avenue A	
Bazine, KS 67516	hereinafter called Lessor (whether one or more),
and American Warrior, Inc.	,
	, hereinafter called Lessee:
Lessor, in consideration of Dollars in hand paid, receipt of which is he provided and of the agreements of the Lessee herein contained, hereby grants, le purpose of investigating, exploring by geophysical and other means, prospecting oil, liquid hydrocarbons, all gases, and their respective constituent products, inject subsurface strata, laying pipe lines, storing oil, building tanks, power stations, te thereon to produce, save, take care of, treat, manufacture, process, store and transtheir respective constituent products and other products manufactured therefrom employees, the following described land, together with any reversionary rights a County of Ness State of Kansas and described as follows to-wit:	eases and lets exclusively unto Lessee for the g drilling, mining and operating for and producing ecting gas, water, other fluids, and air into elephone lines, and other structures and things asport said oil, liquid hydrocarbons, gases and and housing and otherwise caring for its
The Southwest Quarter (SW/4)	
In Section 26, Township 18 South , Range 22 West , and contain accretions thereto.	ning 160 acres, more or less, and all

Subject to the provisions herein contained, this lease shall remain in force for a term of One (1) date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is or can be produced from said land or land with which said land is pooled. If, due to circumstances beyond Lessee's control, Lessee is unable to obtain a rotary drilling rig prior to the expiration of the primary term, Lessor agrees that Lessee shall have a reasonable time, not to exceed ninety (90) days, within which to obtain such rotary drilling rig and commence operations for the drilling of a well. In consideration of the premises the said Lessee covenants and agrees:

- 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.
- 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. 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 he purposes of this clause, the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance, whether completed or not completed, due to the lack of a pipeline connection, and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, before or after production therefrom, Lessee or any assignee hereunder may pay or tender annually, within sixty (60) days after the end of each yearly period during which such gas well or gas wells are shut-in, as substitute gas royalty Five Dollars (\$5.00) per net mineral acre retained 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.
- 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.
 - 6. Lessee shall bury Lessee's pipelines 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.
 - 8. Lessee shall pay for damages caused by Lessee's operations to 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.

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State of Kansas - Ness County

AWI-Regular Rev.5-08

All express or implied coverants 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 herby 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 lands, in the event of default of payment by Lessor, 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 into a unit or units not exceeding other minerals in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding detected on the wellbore, 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 series cach in this lease is situated an instrument identifying and describing the pooled acreage. The entire acreage so fix which included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, in the land of the pooled acreage, it shall be treated as if production is had from this lease, amount of his acreage placed in the premises covered by this lease or not. In lieu 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.

My commission expires	A.#10	
OUNTY OF sinstrument was acknowledged before me this	lo yab_	yd, 02 .
TATE OF		addy (M. Tromas
My commission expires		NOTARY PUBLIC - State of Kansas My Appt. Exp. 8-15-18
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TATE OF		St. St.
A Cl-C/-S soriges noiseimnos yl		Notary Public
	ANG Mitthuhn Family Trust of	ated November 19, 2008
TATE OF KANSAS		
Melba I. Witthuhn, Trustee		
Meles & Withliam		
Verlyn F. Witthuhn, Trustee	All Articles	
July Thitte		
N WITNESS WHEREOF, we sign the day and year first	t above written.	
	-	

Notary Public

Su/4 26-18-22 New exp 8-17-13

AMENDMENT EXTENDING PRIMARY TERM OF OIL AND GAS LEASE

This Amendment to Oil and Gas Lease made this 17th day of August, 2012, by and between Verlyn F. Witthuhn and Melba I. Witthuhn, Trustees of the Witthuhn Family Trust dated November 19, 2008, hereafter called Lessors, and American Warrior, Inc., hereafter called Lessee.

WHEREAS, under date of August 17, 2011, Lessors executed and delivered unto Lessee that certain Oil and Gas Lease recorded in Book 344 at Page 47 covering the Southwest Quarter (SW/4) of Section 26, Township 18 South, Range 22 West, Ness County, Kansas, hereafter called said Lease; and

WHEREAS, the parties desire to extend the primary term of said Lease,

NOW, THEREFORE, the following Amendment Extending Primary Term of Oil and Gas Lease is made:

- 1. Paragraph No. 2 of said Lease is amended, by striking therefrom "One (1) years" and substituting therefore "Two (2) years"
- In all other respects, said Lease is ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment Extending Primary Term

f Oil and Gas Lease, as of the day and year first above written.
AMERICAN WARRIOR, INC. By Cecil O'Brate, President Cecil O'Brate, President
Melba J 71) itthuhm TIEE Ielba I. Witthuhn, Trustee
ACKNOWLEDGEMENT
TATE OF KANSAS)
) SS
OUNTY OF NESS)
This instrument was acknowledged before me on the 12 day of August, 2012, by Verlyn F. Vitthuhn and Melba I. Witthuhn Trustees of the Witthuhn Family Trust dated November 19, 2008 Notary Public PUBLIC - State of Kansas Respect CORSAIR
TATE OF KANSAS) ss
COUNTY OF FINNEY)
This instrument was acknowledged before me on the day of August, 2012, y Cecil O'Brate, President of American Warrior, Inc. HOLLY SCHWADERER Notary Public - State of Kansas My Appt. Expires Of HILLY SCHWADERER



State of Kansas - Ness County Book: 357 Page: 545
Recording Fee: \$8.00

Receipt #: 21667 Pages Recorded: 1 Cashier Initials: MH