



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

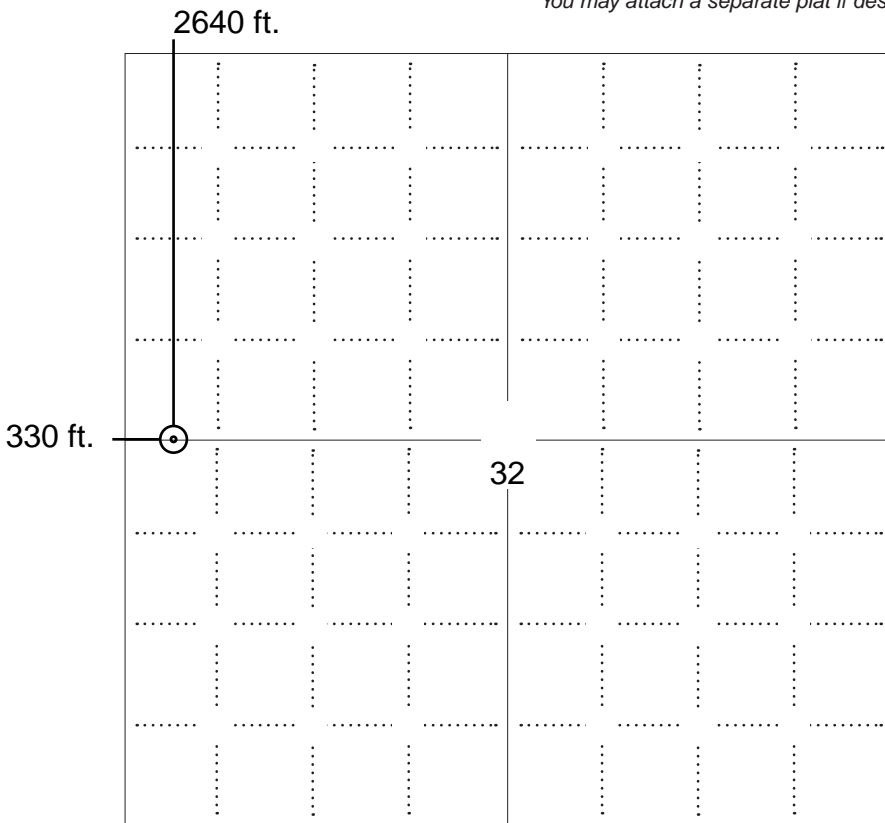
Is Section:  Regular or  Irregular

**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.**

**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	
<b>Emergency, Settling and Burn Pits ONLY:</b> 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		<b>Drilling, Workover and Haul-Off Pits ONLY:</b> 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			

**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

OIL AND GAS LEASE



AGREEMENT, Made and entered into the 20th day of June, 2012, by and between Janet Dettmer, a married woman dealing in her sole and separate property; 1933 East 1200 Road Kensington, KS 66951

whose mailing address is hereinafter called Lessor (whether one or more), and Brito Oil Company, 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 Rooks State of Kansas described as follows to-wit:

The Northwest Quarter (NW 1/4)

In Section 32 Township 6 South Range 19 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 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 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.

J.D. J.D.

Lessee shall have the right to use, free of cost, gas, or ~~oil and gas~~ 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.

J.D. J.D.

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 Exhibit A attached hereto and made a part hereof.

STATE OF KANSAS } SS ROOKS COUNTY }

This instrument was filed for record in my office at 11:30 o'clock A.M. on this 20 day of July 2012 and is duly recorded in Book 435 of records at page 26. Rosalee Spruick Register of Deeds

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

Janet Dettmer SS#

**EXHIBIT "A"**

Attached to and made a part of one certain Oil and Gas Lease dated June 20, 2012, by and between, Janet Dettmer, a married women dealing in her sole and separate property, Lessor, and Brito Oil Company, Inc., a Kansas corporation, Lessee, and covering land situated in Rooks County, Kansas.

**Township Six (6) South; Range Nineteen (19) West, Rooks County, Kansas**

**Section 32, Northwest Quarter (NW/4)**  
and containing 160 net mineral acres, more or less.

**ADDITIONAL PROVISIONS**

In the event of a conflict or inconsistency, the terms and provisions set forth on this Exhibit "A" shall control and be deemed to supersede the printed terms of Oil and Gas Lease

1. Lessee shall notify Lessor prior to commencing any drilling operations on leased premises. Such notification shall be made by mail or phone call to Lessor.
2. Lessee shall conduct all its operations in such a manner that causes the least inconvenience and interference with Lessor's use of surface. Lessee shall consult with Lessor as to the surface location of any tank batteries, roads and/or pipelines.
3. All pipelines, flow lines, power lines, and other lines which Lessee may place on cultivated land shall be buried so that the top of the line is more than 36 inches below the surface of the ground. All lines laid on uncultivated land shall be buried so that the top of the lines is more than 24 inches below the surface of the ground. When any such lines are buried or any pits are dug, Lessee shall keep the topsoil separated so that the topsoil is replaced at the surface. Parts of the surface disturbed for pipelines, pits and the like shall be restored as soon as possible.
4. Lessee shall not use any fresh water from the leased premises for water flooding and/or secondary recovery operations.
5. Lessee shall, in the event of a salt water or oil spill, commence and complete containment and cleanup operations as soon as possible after discovery of such spill.
6. Upon the completion of a producing well, Lessee shall fill in any pits not necessary for the operation of the well, remove all debris, and restore the surface around the well to its original condition, including grading and leveling, leaving the land suitable for its previous agricultural use to the extent practicable.
7. Upon the termination of this Lease, Lessee shall promptly remove its machinery, equipment, and fixtures, plug the well, remove the contents of and fill in any pits, remove all debris, remove all gravel or other substance which may have been placed at the site, and restore the surface to its original condition as practicable, including grading and leveling, leaving the land suitable for its previous agricultural use. If upon termination of this Lease, the machinery, equipment and fixtures are not removed within 90 days, of the lease termination, then such machinery, equipment and fixtures shall be deemed abandoned and Lessor may dispose of them as in any way Lessor deems appropriate. Provided, however, the removal and disposal of such machinery, equipment and/or fixtures by Lessor after they have been abandoned shall in no way obligate Lessor to plug any well or otherwise relieve Lessee of its obligations provided hereunder or by law.
8. Any drilling site shall not exceed three (3) acres. In addition to any other damages that may be due Lessor, all crop damages are to be based on the average yield for the past three years times current market prices.
9. All references in the lease to 1/8<sup>th</sup> as it relates to royalty or payments to the Lessors shall be deleted and replaced with 3/16<sup>th</sup> royalty interest.
10. If lessee decides to shoot seismic across all or any portions of the acreage, Lessor shall be paid \$3 per acre for the entire leased acreage or \$480 per quarter section regardless of the actual amount of the leased acreage that was shot.
11. Lessee shall notify Lessor prior to shooting seismic across the leased premises. Such notification shall be made by mail or phone to Lessor.

**LESSOR:**

*Janet Dettmer*  
Janet Dettmer

**LESSEE:**

BRITO OIL COMPANY, INC

by: *[Signature]*

RAUL F. BRITO, PRESIDENT

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

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whose mailing address is Brito Oil Company, Inc. hereinafter called Lessor (whether one or more), and

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 Rooks State of Kansas described as follows to-wit:

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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.

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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.

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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.

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See Exhibit A attached hereto and made a part hereof.

STATE OF KANSAS } SS ROOKS COUNTY } This instrument was filed for record in my office at 11:30 o'clock A.M. on this 20 day of July 20 12 and is duly recorded in Book 435 of records at page 29-31. Rosalene [Signature] Register of Deeds

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

Witnesses: Janet Dettmer SS#

**EXHIBIT "A"**

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**Township Six (6) South; Range Nineteen (19) West, Rooks County, Kansas**

**Section 32, Southwest Quarter (SW/4)**  
and containing 160 net mineral acres, more or less.

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3. All pipelines, flow lines, power lines, and other lines which Lessee may place on cultivated land shall be buried so that the top of the line is more than 36 inches below the surface of the ground. All lines laid on uncultivated land shall be buried so that the top of the lines is more than 24 inches below the surface of the ground. When any such lines are buried or any pits are dug, Lessee shall keep the topsoil separated so that the topsoil is replaced at the surface. Parts of the surface disturbed for pipelines, pits and the like shall be restored as soon as possible.
4. Lessee shall not use any fresh water from the leased premises for water flooding and/or secondary recovery operations.
5. Lessee shall, in the event of a salt water or oil spill, commence and complete containment and cleanup operations as soon as possible after discovery of such spill.
6. Upon the completion of a producing well, Lessee shall fill in any pits not necessary for the operation of the well, remove all debris, and restore the surface around the well to its original condition, including grading and leveling, leaving the land suitable for its previous agricultural use to the extent practicable.
7. Upon the termination of this Lease, Lessee shall promptly remove its machinery, equipment, and fixtures, plug the well, remove the contents of and fill in any pits, remove all debris, remove all gravel or other substance which may have been placed at the site, and restore the surface to its original condition as practicable, including grading and leveling, leaving the land suitable for its previous agricultural use. If upon termination of this Lease, the machinery, equipment and fixtures are not removed within 90 days, of the lease termination, then such machinery, equipment and fixtures shall be deemed abandoned and Lessor may dispose of them as in any way Lessor deems appropriate. Provided, however, the removal and disposal of such machinery, equipment and/or fixtures by Lessor after they have been abandoned shall in no way obligate Lessor to plug any well or otherwise relieve Lessee of its obligations provided hereunder or by law.
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9. All references in the lease to 1/8<sup>th</sup> as it relates to royalty or payments to the Lessors shall be deleted and replaced with 3/16<sup>th</sup> royalty interest.
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**LESSOR:**

Janet Dettmer  
Janet Dettmer

**LESSEE:**

BRITO OIL COMPANY, INC.

by: [Signature]

RAUL F. BRITO, PRESIDENT



# AFFIDAVIT OF POSSESSION



By Tenant

STATE OF Kansas  
COUNTY OF Phillips } ss.

I, Lloyd Schneider, being first duly sworn, deposes and says:

That I am of lawful age and reside in Phillips County, State of Kansas.

That I am the tenant on fee lands belonging to Janice Wilkens, a married woman; and Janet Dettmer, a married woman;

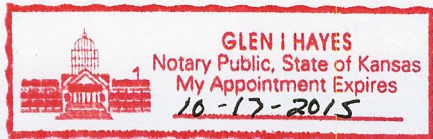
situated in the County of Rooks, State of Kansas, described as follows, to-wit:

The West Half (W $\frac{1}{2}$ )

of Section 32, Township 6South, Range 19West, and containing 320 acres, more or less, and occupy said premises only for agricultural and/or grazing purposes, and do not claim any right, title or interest in said lands except the right to use and cultivate the same for agricultural and/or grazing purposes under terms and conditions heretofore made with the said fee owner or owners or his or their duly authorized agent, and hereby state that my right to possession in no way interferes with the right of said owner or owners to lease said lands for oil and gas development purposes, and that my possession as tenant is subject to the rights of any lease or assignee under any oil and/or gas lease executed by such owner or owners.

I have occupied and cultivated said land for a period of one or more years, and know of my own personal knowledge that the said fee owner or owners and those under whom he claims title have been in open, adverse, undisputed ownership of said land during said period.

Further affiant saith not.



Lloyd Schneider  
Lloyd Schneider

STATE OF Kansas  
COUNTY OF Phillips } ss.

## ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State on this 24 day of July, 2012, personally appeared Lloyd Schneider and \_\_\_\_\_, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes therein set forth, and at the same time the affiant was by me duly sworn to the foregoing Affidavit of Possession.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 10-17-2015

Glen I Hayes  
Notary Public

OIL AND GAS LEASE



AGREEMENT, Made and entered into the 20th day of June 2012 by and between Janice Wilkens, a married woman dealing in her sole and separate property; P.O. Box 139 Holyrood, KS 67450

whose mailing address is hereinafter called Lessor (whether one or more), and Brito Oil Company, Inc.

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 Rooks State of Kansas described as follows to-wit:

The Southwest Quarter (SW 1/4)

In Section 32 Township 6 South Range 19 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 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, or ~~oil~~ 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 Exhibit A attached hereto and made a part hereof.

STATE OF KANSAS } SS  
ROOKS COUNTY }

This instrument was filed for record in my office at 11:30 o'clock A.M. on this 20 day of July 2012 and is duly recorded in Book 435 of records at page 33-37

Rozalee Smith  
Register of Deeds

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

Witnesses:

Witness lines

Janice Wilkens  
Janice Wilkens

SS# [redacted]

**EXHIBIT "A"**

Attached to and made a part of one certain Oil and Gas Lease dated June 20, 2012, by and between, Janice Wilkens, a married women dealing in her sole and separate property, Lessor, and Brito Oil Company, Inc., a Kansas corporation, Lessee, and covering land situated in Rooks County, Kansas.

**Township Six (6) South; Range Nineteen (19) West, Rooks County, Kansas**

**Section 32, Southwest Quarter (SW/4)**  
and containing 160 net mineral acres, more or less.

**ADDITIONAL PROVISIONS**

In the event of a conflict or inconsistency, the terms and provisions set forth on this Exhibit "A" shall control and be deemed to supersede the printed terms of Oil and Gas Lease

1. Lessee shall notify Lessor prior to commencing any drilling operations on leased premises. Such notification shall be made by mail or phone call to Lessor.
2. Lessee shall conduct all its operations in such a manner that causes the least inconvenience and interference with Lessor's use of surface. Lessee shall consult with Lessor as to the surface location of any tank batteries, roads and/or pipelines.
3. All pipelines, flow lines, power lines, and other lines which Lessee may place on cultivated land shall be buried so that the top of the line is more than 36 inches below the surface of the ground. All lines laid on uncultivated land shall be buried so that the top of the lines is more than 24 inches below the surface of the ground. When any such lines are buried or any pits are dug, Lessee shall keep the topsoil separated so that the topsoil is replaced at the surface. Parts of the surface disturbed for pipelines, pits and the like shall be restored as soon as possible.
4. Lessee shall not use any fresh water from the leased premises for water flooding and/or secondary recovery operations.
5. Lessee shall, in the event of a salt water or oil spill, commence and complete containment and cleanup operations as soon as possible after discovery of such spill.
6. Upon the completion of a producing well, Lessee shall fill in any pits not necessary for the operation of the well, remove all debris, and restore the surface around the well to its original condition, including grading and leveling, leaving the land suitable for its previous agricultural use to the extent practicable.
7. Upon the termination of this Lease, Lessee shall promptly remove its machinery, equipment, and fixtures, plug the well, remove the contents of and fill in any pits, remove all debris, remove all gravel or other substance which may have been placed at the site, and restore the surface to its original condition as practicable, including grading and leveling, leaving the land suitable for its previous agricultural use. If upon termination of this Lease, the machinery, equipment and fixtures are not removed within 90 days of the lease termination, then such machinery, equipment and fixtures shall be deemed abandoned and Lessor may dispose of them as in any way Lessor deems appropriate. Provided, however, the removal and disposal of such machinery, equipment and/or fixtures by Lessor after they have been abandoned shall in no way obligate Lessor to plug any well or otherwise relieve Lessee of its obligations provided hereunder or by law.
8. Any drilling site shall not exceed three (3) acres. In addition to any other damages that may be due Lessor, all crop damages are to be based on the average yield for the past three years times current market prices.
9. All references in the lease to 1/8<sup>th</sup> as it relates to royalty or payments to the Lessors shall be deleted and replaced with 3/16<sup>th</sup> royalty interest.
10. If lessee decides to shoot seismic across all or any portions of the acreage, Lessor shall be paid \$3 per acre for the entire leased acreage or \$480 per quarter section regardless of the actual amount of the leased acreage that was shot.
11. Lessee shall notify Lessor prior to shooting seismic across the leased premises. Such notification shall be made by mail or phone to Lessor.

**LESSOR:**

*Janice Wilkens*  
Janice Wilkens

**LESSEE:**

BRITO OIL COMPANY, INC.

by: 

RAUL F. BRITO, PRESIDENT

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 20th day of June 2012 by and between Janice Wilkens, a married woman dealing in her sole and separate property; P.O. Box 139 Holyrood, KS 67450

whose mailing address is Brito Oil Company, Inc. hereinafter called Lessor (whether one or more), and 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 Rooks State of Kansas described as follows to-wit:

The Northwest Quarter (NW 1/4)

In Section 32 Township 6 South Range 19 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 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.

J.W. J.W.

Lessee shall have the right to use, free of cost, gas, ~~oil~~ 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.

J.W. J.W.

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 Exhibit A attached hereto and made a part hereof.

STATE OF KANSAS } SS ROOKS COUNTY This instrument was filed for record in my office at 11:30 o'clock A.M. on this 20 day of July 2012 and is duly recorded in Book 435 of records at page 32-34 Noelle Sarvick Register of Deeds

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

Witnesses:

Janice Wilkens SS#

EXHIBIT "A"

Attached to and made a part of one certain Oil and Gas Lease dated June 20, 2012, by and between, Janice Wilkens, a married women dealing in her sole and separate property, Lessor, and Brito Oil Company, Inc., a Kansas corporation, Lessee, and covering land situated in Rooks County, Kansas.

Township Six (6) South; Range Nineteen (19) West, Rooks County, Kansas

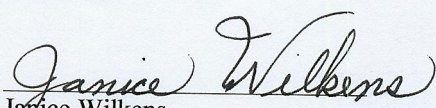
Section 32, Northwest Quarter (NW/4)  
and containing 160 net mineral acres, more or less.

**ADDITIONAL PROVISIONS**

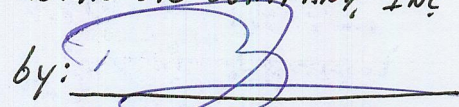
In the event of a conflict or inconsistency, the terms and provisions set forth on this Exhibit "A" shall control and be deemed to supersede the printed terms of Oil and Gas Lease

1. Lessee shall notify Lessor prior to commencing any drilling operations on leased premises. Such notification shall be made by mail or phone call to Lessor.
2. Lessee shall conduct all its operations in such a manner that causes the least inconvenience and interference with Lessor's use of surface. Lessee shall consult with Lessor as to the surface location of any tank batteries, roads and/or pipelines.
3. All pipelines, flow lines, power lines, and other lines which Lessee may place on cultivated land shall be buried so that the top of the line is more than 36 inches below the surface of the ground. All lines laid on uncultivated land shall be buried so that the top of the lines is more than 24 inches below the surface of the ground. When any such lines are buried or any pits are dug, Lessee shall keep the topsoil separated so that the topsoil is replaced at the surface. Parts of the surface disturbed for pipelines, pits and the like shall be restored as soon as possible.
4. Lessee shall not use any fresh water from the leased premises for water flooding and/or secondary recovery operations.
5. Lessee shall, in the event of a salt water or oil spill, commence and complete containment and cleanup operations as soon as possible after discovery of such spill.
6. Upon the completion of a producing well, Lessee shall fill in any pits not necessary for the operation of the well, remove all debris, and restore the surface around the well to its original condition, including grading and leveling, leaving the land suitable for its previous agricultural use to the extent practicable.
7. Upon the termination of this Lease, Lessee shall promptly remove its machinery, equipment, and fixtures, plug the well, remove the contents of and fill in any pits, remove all debris, remove all gravel or other substance which may have been placed at the site, and restore the surface to its original condition as practicable, including grading and leveling, leaving the land suitable for its previous agricultural use. If upon termination of this Lease, the machinery, equipment and fixtures are not removed within 90 days of the lease termination, then such machinery, equipment and fixtures shall be deemed abandoned and Lessor may dispose of them as in any way Lessor deems appropriate. Provided, however, the removal and disposal of such machinery, equipment and/or fixtures by Lessor after they have been abandoned shall in no way obligate Lessor to plug any well or otherwise relieve Lessee of its obligations provided hereunder or by law.
8. Any drilling site shall not exceed three (3) acres. In addition to any other damages that may be due Lessor, all crop damages are to be based on the average yield for the past three years times current market prices.
9. All references in the lease to 1/8<sup>th</sup> as it relates to royalty or payments to the Lessors shall be deleted and replaced with 3/16<sup>th</sup> royalty interest.
10. If lessee decides to shoot seismic across all or any portions of the acreage, Lessor shall be paid \$3 per acre for the entire leased acreage or \$480 per quarter section regardless of the actual amount of the leased acreage that was shot.
11. Lessee shall notify Lessor prior to shooting seismic across the leased premises. Such notification shall be made by mail or phone to Lessor.

**LESSOR:**

  
Janice Wilkens

**LESSEE:**

BRITO OIL COMPANY, INC  
by:   
RAUL F. BRITO, PRESIDENT

## AMENDMENT OF OIL AND GAS LEASE

WHEREAS, heretofore under date of June 20, 2012, **Janice Wilkens, a married woman dealing in her sole and separate property**, as Lessor, executed an Oil and Gas Lease, hereinafter referred to as "Said Lease", in favor of **Brito Oil Company, Inc.**, as Lessee, covering one hundred Sixty (160) acres of land, more or less, described as the Northwest Quarter (NW/4) of Section 32, Township 6 South, Range 19 West, Rooks County, Kansas. Said Lease being recorded in Book 435, Page 32-34 of the Records of Rooks County, Kansas and,

WHEREAS, Said Lease contains no provision for the pooling of lands for oil and gas units, and,

WHEREAS, both Lessee and Lessor desire to amend Said Lease to Incorporate a provision allowing pooling for oil and gas units;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of amending Said Lease, it is hereby agreed that the following language shall be incorporated into Said Lease, the same as if it has been a part of the original terms:

"Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases 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 such minerals in and under said land, such pooling to be in a unit or units not exceeding 40 acres each in the event of an oil well, and 320 acres each in the event of a gas well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Except, however, if a well is located on other land not covered by this lease, then Lessee agrees to immediately release all other lands that are covered by this lease except for that portion that is pooled under the provisions of this paragraph. Any well drilled on such unit shall be constitute a well hereunder. In lieu of the royalties elsewhere herein specified Lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved."

"Lessee shall not be able to pool or combine into one or more units the land covered by this lease with any land outside of the West Half (W/2) of Section 32, Township 6 South, Range 19 West, Rooks County, Kansas. The intent being Lessor not be able to form a unit or units with land(s) not owned by Lessors."

"Lessee agrees to release any and all acreage outside of any unit(s) formed on lands covered by this Lease that are not held by production at the end of the primary term of this Lease."

AND, for the same consideration, Lessor does, by these presents, adopt, ratify and confirm Said Lease as amended hereby, and does further grant, lease, let and demise unto Lessee, its successor and assigns, all of the tract of land covered by Said Lease, together with all rights thereunder, under the same terms and conditions contained in said original lease except as herein amended. This Amendment may be executed in any number of counterparts, each of which will be deemed an original instrument but all of which together shall constitute but one and the same instrument.

Received for record at 9:30 o'clock A M. on 9 day  
 State of Kansas) Aug 20 13, and recorded in Book 447 of  
 Rooks County) Records at Page 580  
 Register of Deeds Rosalie Spruck

If there is any conflict between the terms and conditions of the subject Oil and Gas Lease and this Amendment of Oil and Gas Lease, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, this instrument is executed this 23 day of July, 2013.

JANICE WILKENS

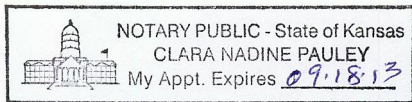
Janice Wilkens  
Janice Wilkens

COUNTY OF: Ellsworth

§

STATE OF: Kansas

This instrument was acknowledged before me on this, the 23 day of July, 2013. Janice Wilkens and XXXXXXXXXX.



Clara Nadine Pauley  
Notary Public CLARA NADINE PAULEY

My Commission Expires:

COUNTY OF: \_\_\_\_\_

§

STATE OF: \_\_\_\_\_

This instrument was acknowledged before me on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2013. \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## AMENDMENT OF OIL AND GAS LEASE

WHEREAS, heretofore under date of June 20, 2012, **Janet Dettmer, a married woman dealing in her sole and separate property**, as Lessor, executed an Oil and Gas Lease, hereinafter referred to as "Said Lease", in favor of **Brito Oil Company, Inc.**, as Lessee, covering one hundred Sixty (160) acres of land, more or less, described as the Southwest Quarter (SW/4) of Section 32, Township 6 South, Range 19 West, Rooks County, Kansas. Said Lease being recorded in Book 435, Page 29-31 of the Records of Rooks County, Kansas and,

WHEREAS, Said Lease contains no provision for the pooling of lands for oil and gas units, and,

WHEREAS, both Lessee and Lessor desire to amend Said Lease to Incorporate a provision allowing pooling for oil and gas units;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of amending Said Lease, it is hereby agreed that the following language shall be incorporated into Said Lease, the same as if it has been a part of the original terms:

"Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases 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 such minerals in and under said land, such pooling to be in a unit or units not exceeding 40 acres each in the event of an oil well, and 320 acres each in the event of a gas well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Except, however, if a well is located on other land not covered by this lease, then Lessee agrees to immediately release all other lands that are covered by this lease except for that portion that is pooled under the provisions of this paragraph. Any well drilled on such unit shall be constitute a well hereunder. In lieu of the royalties elsewhere herein specified Lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved."

"Lessee shall not be able to pool or combine into one or more units the land covered by this lease with any land outside of the West Half (W/2) of Section 32, Township 6 South, Range 19 West, Rooks County, Kansas. The intent being Lessor not be able to form a unit or units with land(s) not owned by Lessors."

"Lessee agrees to release any and all acreage outside of any unit(s) formed on lands covered by this Lease that are not held by production at the end of the primary term of this Lease."

AND, for the same consideration, Lessor does, by these presents, adopt, ratify and confirm Said Lease as amended hereby, and does further grant, lease, let and demise unto Lessee, its successor and assigns, all of the tract of land covered by Said Lease, together with all rights thereunder, under the same terms and conditions contained in said original lease except as herein amended. This Amendment may be executed in any number of counterparts, each of which will be deemed an original instrument but all of which together shall constitute but one and the same instrument.

Received for record at 9:30 o'clock A M. on 9 day  
 State of Kansas) Aug 20 13, and recorded in Book 447 of  
 Rooks County) Records at Page 578  
 Register of Deeds Rosalie Strubbs



If there is any conflict between the terms and conditions of the subject Oil and Gas Lease and this Amendment of Oil and Gas Lease, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, this instrument is executed this 23 day of July, 2013.

JANET DETTMER

Janet Dettmer  
Janet Dettmer

COUNTY OF: Phillips §  
STATE OF: Kansas

This instrument was acknowledged before me on this, the 23 day of July, 2013. Janet Dettmer and XXXXXXXXXX.



Stacey Redinger  
Notary Public

My Commission Expires:

COUNTY OF: \_\_\_\_\_ §  
STATE OF: \_\_\_\_\_

This instrument was acknowledged before me on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2013. \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

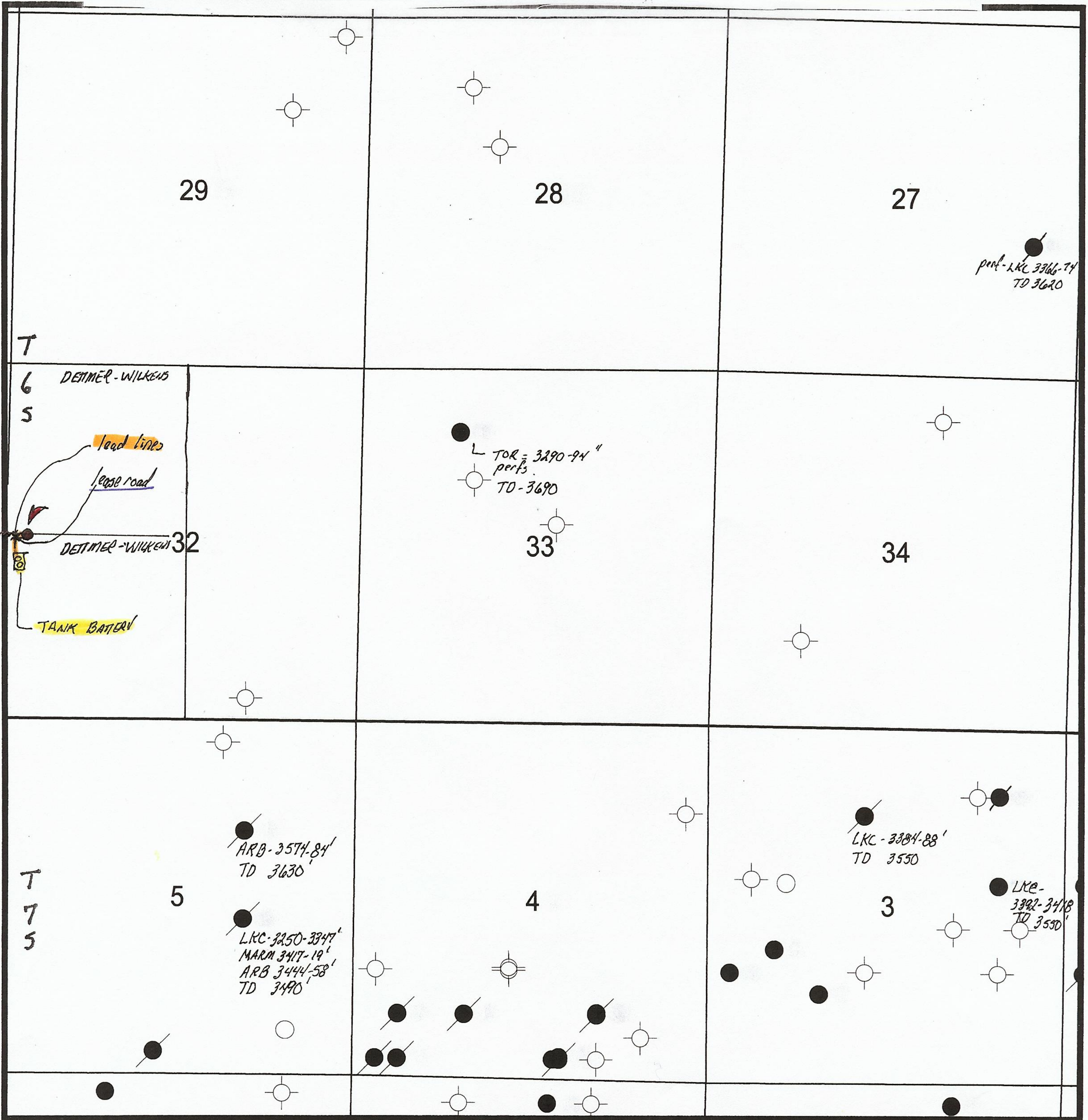
*Faint handwritten notes and dates at the bottom of the page.*

DETTMER-WILKENS #1-32

2640' FNL & 330' FWL

Sec: 32-T6S-R19W

Rooks County, KS



R 19 W