

- If well will not be drilled or permit has expired (See: authorized expiration date)

please check the box below and return to the address below.

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

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

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1175535

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

NOTICE OF INTENT TO DRILL

,	Surface Owner Notification Act, MUST be submitted with this form.
Expected Spud Date:	Spot Description:
monur day year	Sec Twp S. R E \[V
OPERATOR: License#	feet from N / S Line of Section
Name:	feet from E / W Line of Sectio
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):
W # D # 4 F	Nearest Lease or unit boundary line (in footage):
Well Drilled For: Well Class: Type Equipment:	Ground Surface Elevation:feet MS
Oil Enh Rec Infield Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary	Public water supply well within one mile:
Disposal Wildcat Cable	Depth to bottom of fresh water:
Seismic ;# of HolesOther	·
Other:	Depth to bottom of usable water:
If OWWO: old well information as follows:	Surface Pipe by Alternate: I II
<u> </u>	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:
Directional, Deviated or Horizontal wellbore?	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore? Yes No f Yes, true vertical depth:	Well Farm Pond Other:
Bottom Hole Location:	DWR Permit #:
KCC DKT #:	(Note: Apply for Permit with DWR)
	Will Cores be taken? Yes N
	If Yes, proposed zone:
AFF	IDAVIT
The undersigned hereby affirms that the drilling, completion and eventual plu	gging of this well will comply with K.S.A. 55 et. seg.
t is agreed that the following minimum requirements will be met:	
 Notify the appropriate district office <i>prior</i> to spudding of well; A copy of the approved notice of intent to drill <i>shall be</i> posted on each 	drilling via
3. The minimum amount of surface pipe as specified below <i>shall be set</i>	5 5,
through all unconsolidated materials plus a minimum of 20 feet into the	
4. If the well is dry hole, an agreement between the operator and the dist	
5. The appropriate district office will be notified before well is either plugg	ed or production casing is cemented in;
6. If an ALTERNATE II COMPLETION, production pipe shall be cemented	
	33,891-C, which applies to the KCC District 3 area, alternate II cementing
must be completed within 30 days of the spud date or the well shall be	plugged. <i>In all cases, NOTIFY district office</i> prior to any cementing.
ubmitted Electronically	
	Remember to:
For KCC Use ONLY	- File Certification of Compliance with the Kansas Surface Owner Notification
API # 15	Act (KSONA-1) with Intent to Drill;
Conductor pipe requiredfeet	- File Drill Pit Application (form CDP-1) with Intent to Drill;
	- File Completion Form ACO-1 within 120 days of spud date;
Minimum surface pipe requiredfeet per ALTIII	- File acreage attribution plat according to field proration orders;
Approved by:	- Notify appropriate district office 48 hours prior to workover or re-entry;
This authorization expires:	- Submit plugging report (CP-4) after plugging is completed (within 60 days);
(This authorization void if drilling not started within 12 months of approval date.)	 Obtain written approval before disposing or injecting salt water.

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

Agent:

Spud date: .



SEWARD CO. 3390' FEL

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.

Well Number:	Operator: _							_ Loc	ation of V	Vell: County	y:				
Field:	Lease:										fee	et from	N /	S Line	of Section
Number of Acres attributable to well:	Well Numb	er:									fee	et from	E /	W Line	of Section
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 Pipeline Location Pipeline Location Lease Road Location EXAMPLE	Field:	-ield:					Sec	D	Twp		6. R		E	W	
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 O Well Location Tank Battery Location Pipeline Location Pipeline Location Electric Line Location Lease Road Location EXAMPLE								15 3	Section:	Regula	ar or] Irregular			
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 O Well Location Tank Battery Location — Pipeline Location —— Electric Line Location —— Lease Road Location EXAMPLE												_			dary.
O Well Location Tank Battery Location Pipeline Location Lease Road Location EXAMPLE Sample		lease roa	ads, tank ba			d electrica	the neares	st lease or required by	the Kan	sas Surface		otice Act	(House Bi		
O Well Location Tank Battery Location Pipeline Location Electric Line Location Lease Road Location EXAMPLE												LEGE	END		
32 32						•••••					<u> </u>	Tank l Pipelii Electr	Battery L ne Locati ic Line Lo	on ocation	
	330 ft				3	2					EXAMPLE : :				
						••••					:				1980' FSL

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.



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:	Pit is:				
Emergency Pit Burn Pit	Proposed	Existing	SecTwp R		
Settling Pit Drilling Pit	If Existing, date co	nstructed:	Feet from North / South Line of Section		
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:		Feet from East / West Line of Section		
		(bbls)	County		
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?		How is the pit lined if a plastic liner is not used?		
Yes No	Yes N	No .			
Pit dimensions (all but working pits):	Length (fe	et)	Width (feet) N/A: Steel Pits		
	om ground level to dee				
If the pit is lined give a brief description of the li material, thickness and installation procedure.	ner		dures for periodic maintenance and determining acluding any special monitoring.		
Distance to nearest water well within one-mile of	of pit:	Depth to shallo	west fresh water feet.		
feet Depth of water well	feet	measured	well owner electric log KDWR		
Emergency, Settling and Burn Pits ONLY:		Drilling, Work	over and Haul-Off Pits ONLY:		
Producing Formation:		Type of materia	ıl utilized in drilling/workover:		
Number of producing wells on lease:		Number of working pits to be utilized:			
Barrels of fluid produced daily:		Abandonment p	procedure:		
Does the slope from the tank battery allow all s flow into the pit? Yes No	pilled fluids to	Drill pits must be closed within 365 days of spud date.			
Submitted Electronically					
Cushina Lieutionicany					
	ксс	OFFICE USE O	NLY Liner Steel Pit RFAC RFAS		
Date Received: Permit Num	hor:	Da	t Date: Lease Inspection: Yes No		



1175535

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

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (C	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	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: State: Zip:+	
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and batteries, pipelines, and electrical lines. The locations shown on the plat the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
Select one of the following:	
owner(s) of the land upon which the subject well is or will be loc CP-1 that I am filing in connection with this form; 2) if the form be form; and 3) my operator name, address, phone number, fax, and I have not provided this information to the surface owner(s). I ack KCC will be required to send this information to the surface owner(s).	cknowledge that, because I have not provided this information, the rner(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	_

Form 88 - (PRODUCER'S SPECIAL) (PAID-UP)

63U (Rev. 1993)

OIL AND GAS LEASE

Reorder No. 09-115



	1032 E+ 1000	D 1	Y WEST AND A SECOND	n her sole and separate property;
	1933 East 1200 Kensington, KS	Koad 66051		
	Renormation, Ro	00931		
whose mailing a			¥	hereinafter called Lessor (whether one or more)
and	Brito Oil Comp	any, Inc.		
	Top or	v mossa		, hereinafter caller Lessee:
of investigating, constituent produ and things therec	exploring by geophysical and o acts, injecting gas, water, other fl in to produce, save, take care of, ctured therefrom, and housing a	ther means, prospecting uids, and air into substance, manufacture, produced the otherwise caring for the otherwise caring for the otherwise caring for the other wise care wis	ordering of the lessee herein cong drilling, mining and operations, and the second through the second throug	Dollars (\$
	7	The Northwes	st Quarter (NW%)	
In Section	Township	South	Range 19 West	, and containingacres, more or less, and all
accretions thereto Subject to	the provisions herein contained	this lease shall rome	three three	ee(3)
	cocarbons, gas or other respective eration of the premises the said	- comountative products,	of any of them, is produced fro	years from this date (called "primary term"), and as long thereafter m said land or land with which said land is pooled.
1st. To a from the leased p	deliver to the credit of lessor, fre remises.	ee of cost, in the pipe li	ne to which lessee may connect	wells on said land, the equal one-eighth (1/4) part of all oil produced and saved
oremises, or in that royalty One I	e manufacture of products there	from said nayments t	o he made	remises, or used in the manufacture of any products therefrom, one-eighth (1/4), the proceeds received by lessee from such sales), for the gas sold, used off the from a well producing gas only is not sold or used, lessee may pay or tender or tender is made it will be considered that gas is being produced within the
This leas of this lease or a ound in paying o	e may be maintained during th ny extension thereof, the lessee quantities, this lease shall contin	e primary term hereof shall have the right to ue and be in force with	without further payment or dr drill such well to completion well ke effect as if such well had l	rilling operations. If the lessee shall commence to drill a well within the term with reasonable diligence and dispatch, and if oil or gas, or either of them, be been completed within the term of years first mentioned
he said lessor on	ssor owns a less interest in the ly in the proportion which lesson	above described land 's interest bears to the	than the entire and undivided whole and undivided fee.	fee simple estate therein, then the royalties herein provided for shall be paid
when req	desied by lessor, lessee shall bur	y lessee's pipe lines bel	low plow depth.	ee's operation thereon, except water from the wells of lessor.
No well s Lessee sh	hall be drilled nearer than 200 fe all pay for damages caused by le	et to the house or barn essee's operations to gre	now on said premises without	written consent of lessor.
Lessee sh If the est	all have the right at any time to ate of either party hereto is as	remove all machinery	and fixtures placed on said pre	mises, including the right to draw and remove casing.
essee has been fu with respect to the	rnished with a written transfer e assigned portion or portions ar	or assignment or a tru ising subsequent to the	ne copy thereof. In case lessee a date of assignment.	n part is expressly allowed, the covenants hereof shall extend to their heirs, ignment of rentals or royalties shall be binding on the lessee until after the ssigns this lease, in whole or in part, lessee shall be relieved of all obligations
		and be remered of all o	ongations as to the acreage sur	overing any portion or portions of the above described premises and thereby rendered.
whole or in par egulation.	is or implied covenants of this le t, nor lessee held liable in dama	ease shall be subject to ages, for failure to com	all Federal and State Laws, E ply therewith, if compliance is	executive Orders, Rules or Regulations, and this lease shall not be terminated, prevented by, or if such failure is the result of, any such Law, Order, Rule or
Lessor her ny mortgages, ta gned lessors, for s said right of do	reby warrants and agrees to defe xes or other liens on the above themselves and their heirs, su wer and homestead may in any	nd the title to the land described lands, in the ccessors and assigns, l way affect the purpose	s herein described, and agrees the event of default of payment by hereby surrender and release a s for which this lease is made	hat the lessee shall have the right at any time to redeem for lessor, by payment y lessor, and be subrogated to the rights of the holder thereof, and the underlight of dower and homestead in the premises described herein, in so far as recited herein.
nmediate vicinit	ts option, is hereby given the return the return the rest.	ight and power to poo	l or combine the acreage covere	ed by this lease or any portion thereof with other land, lease or leases in the
r units not excee ecord in the con- poled into a trac ound on the pool- oyalties elsewher	ding 40 acres each in the event veyance records of the county i t or unit shall be treated, for all ed acreage, it shall be treated as	of an oil well, or into n which the land here purposes except the p if production is had fr	a unit or units not exceeding 6 ein leased is situated an instru- ayment of royalties on product om this lease, whether the well	such pooling to be of tracts contiguous to one another and to be into a unit 40 acres each in the event of a gas well. Lessee shall execute in writing and ment identifying and describing the pooled acreage. The entire acreage so ion from the pooled unit, as if it were included in this lease. If production is or wells be located on the premises covered by this lease or not. In lieu of the
Se	ee Exhibit A atta	ached hereto	and made a par	t hereof.
				STATE OF KANSAS 3 SS
				This instrument was filed for record in my office at 11:30 o'clock A-M. on this 20 day of Owlar 2012
				and is duly recorded in Book 435 of
				Partie Santa
IN WITNE	SS WHEREOF the undersional	evecute this is a Cr	ARA NADIKE PADLET	Register of Deeds /2
itnesses:	SS WHEREOF, the undersigned	execute this instrumer	nt as of the day and year first a	bove written.
	WCAN I			Comet Dottmer
				The state of the s

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 1/8th as it relates to royalty or payments to the Lessors shall be deleted and replaced with 3/16th 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

LESSEE!

RAUL F. BRITO, ARESINGUT

FORM 88 — (PRODUCER'S SPECIAL) (PAID-UP)

63U (Rev. 1993)

OIL AND GAS LEASE

Reorder No. 09-115



		woman dearing in i	her sole and separate property;
	st 1200 Road		
Kensing	ston, KS 66951		
whose mailing address is			
Brito C	il Company, Inc.		hereinafter called Lessor (whether one or more),
	1 ,,		
			, hereinafter caller Lessee:
Lessor, in consideration of s here acknowledged and of the ro	Ten or more	SER CHIEF THE PROPERTY HAVE BEEN BEEN CHIEF THE PROPERTY HAVE BEEN BEEN CHIEF THE PROPERTY HAVE BEEN BEEN BEEN BEEN BEEN BEEN BEEN BE	Dollars (\$ 10.00) in hand paid, receipt of which ned, hereby grants, leases and lets exclusively unto lessee for the purpose or and producing oil limit by the exclusively unto lessee for the purpose
nd things thereon to produce save	water, other fluids, and air into sub	surface strata, laying pipe lines, storin	ig oil, building tanks, power stations, telephone lines, and other structures
roducts manufactured therefrom, a nerein situated in County of	and housing and otherwise caring f	or its employees, the following describ	obed land, together with any reversionary rights and after-acquired interest,
Market Comments of the Comment	CAUUN	State of	Kansas described as follows to-wit:
4	The Southw	est Quarter (SW½)	
		est quarter (bw4)	
Section 32	6 C	10.17	
Section	Township 6 South	, Range, and	containing acres, more or less, and all
Subject to the provisions he	rein contained, this lease shall rem	three	(3)
In consideration of the pren	nises the said lessee covenants and	agrees:	and or land with which said land is pooled.
lst. To deliver to the credi m the leased premises.	t of lessor, free of cost, in the pipe	line to which lessee may connect wells	s on said land, the equal one-eighth (1/k) part of all oil produced and saved
2nd. To pay lessor for gas the market price at the well, (but	of whatsoever nature or kind prod t, as to gas sold by lessee, in no ev	duced and sold, or used off the premis	ses, or used in the manufacture of any products therefrom, one-eighth (%), proceeds received by lessee from such sales), for the gas sold, used off the
emises, or in the manufacture of	producte therefrom and	the same of great (m) of the p	proceeds received by lessee from such sales), for the gas sold, used off the nawell producing gas only is not sold or used, lessee may pay or tender ender is made it will be considered that gas is being produced within the
This lease may be maintain	ned during the		
and in paying quantities, this leas	se shall continue and be in force wi	th like effect as if such well had been	completed within the term of years first montioned
	nterest in the above described land a which lessor's interest bears to the		imple estate therein, then the royalties herein provided for shall be paid
Lessee shall have the right	to use, free of cost, gas, XiXXXXXX	ex produced on said land for lesses's o	peration thereon, except water from the wells of lessor.
1 1 10	bace shall bury lessee's pipe lines b	elow plow depth.	
bessee shall pay for damage	s caused by lessee's operations to g	rn now on said premises without writt	
Lessee shall have the right a	at any time to remove all machiner	v and fixtures placed on said promises	s, including the right to draw and remove casing.
ecutors, administrators, successor	s or assigns but no change in the	lege of assigning in whole or in par	t is expressly allowed, the covenants hereof shall extend to their heirs.
th respect to the assigned portion	or portions arising subsequent to th	ne date of assignment.	is this lease, in whole or in part, lessee shall be relieved of all obligations
Lessee may at any time eye	cute and deliver to leasen an al.	of record a release or releases coveri obligations as to the acreage surrende	ng any portion or portions of the above described premises and thereby
All express or implied coven	ante of this loose shall be all to		ereu.
gulation.		arry merewish, it compliance is preve	ented by, or it such failure is the result of, any such Law, Order, Rule or
ned lessors, for themselves and t	heir heire engaggagg and	the delicate of payment by less	ne lessee shall have the right at any time to redeem for lessor, by payment or, and be subrogated to the rights of the holder thereof, and the under- th of dower and homestead in the premises described herein, in so far
said right of dower and homestead	may in any way affect the purpos	ses for which this lease is made as rec	oited berein
mediate vicinity thereof, when in	lessee's judgment it is necessary	ol or combine the acreage covered by or advisable to do so in order to p	this lease or any portion thereof with other land, lease or leases in the properly develop and operate said lease premises so as to promote the procling to be of tracet early to be of the control of th
units not exceeding 40 acres each	in the event of an oil !	i de la premises, such	pooring to be of tracts contiguous to one another and to be into a unit
oled into a tract or unit shall be i	reated for all nurnosco aver the	C C C C C C C C C C C C C C C C C C C	t identifying and describing the pooled acreage. The entire acreage so
alties elsewhere herein specified	lessor shall receive on med-le	C	ens be located on the premises covered by this lease or not. In lieu of the
	est therein on an acreage basis bea	on from a unit so pooled only such pare to the total acreage so pooled in the	e particular unit involved.
See Exhibit	A attached baset		
See Exilibit	A attached neret	o and made a part h	nereof.
			STATE OF KANSAS } SS
			This instrument was filed for record in n
			office at 11:30 o'clock A M. on th
			day of July 201
			and is duly recorded in Book 435
			records at page 29-3
			rosalle sprint
IN WITNESS WHEREOF, the	e undersigned execute this instance	ent as of the day and year first above	Register of Deeds 15
esses:	and the strument of the strume	ent as of the day and year first above	written.
	Britania de Arabania de Araban		must Vattorice?
por the second s		Idi	net Dettmer SS#

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

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- 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 1/8th as it relates to royalty or payments to the Lessors shall be deleted and replaced with 3/16th 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 Dettmer

BRITO OIL COMPANY, ING by: RAYL F. BRITO, PRESIDE

AFFIDAVIT OF POSSESSION

Reorder No. 09-208



By Tenant

COUNTY OF Phillips ss.
T. Iloud Cobneidou
I, Lloyd Schneider , being first duly sworn, deposes and says:
That I am of lawful age and reside inPhilipsCounty, State ofKansas
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 <u>Rooks</u> , State of <u>Kansas</u> , described as follows, to-wit:
The West Half (W_2^1)
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
76-73-26/S
COUNTY OF Philips ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
Before me, the undersigned, a Notary Public, within and for said County and State on this <u>24</u> day of <u>July</u> , <u>2012</u> , personally appeared <u>Lloyd Schneider</u>
and, to me personally known to be the identical
person_who executed the within and foregoing instrument and acknowledged to me that <u>he</u> 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 July Claye Notary Public

FORM 88 — (PRODUCER'S SPECIAL) (PAID-UP)

63U (Rev. 1993)

OIL AND GAS LEASE



AGREEMENT, Made and entered into the <u>20th</u> day of <u>Jun</u> and between <u>Janice Wilkens</u> , a married woman dealing in her so	ne
P.O. Box 139	r r r r r r r r r r r r r r r r r r r
Holyrood, KS 67450	
nose mailing address is	
Brito Oil Company, Inc.	hereinafter called Lessor (whether one or more),
Lessor, in consideration of Ten or more————————————————————————————————————	ig tanks, power stations, telephone lines, and other statement
The Southwest Quarter (SW4)	
Section 32 Township 6 South Range 19 West and containing Subject to the provisions herein contained, this lease shall remain in force for a term of three(3) years foil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or lar 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 lan 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 market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (%) of the proceeds reconstruction.	from this date (called "primary term"). and as long thereafter and with which said land is pooled. Ind, the equal one-eighth (1/4) part of all oil produced and saved the manufacture of any products therefrom one eighth (1/4).
oyalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made important to the preceding paragraph. This lease may be maintained during the primary term hereof without further payment or drilling operations.	lucing gas only is not sold or used, lessee may pay or tender e it will be considered that gas is being produced within the
If said lessor owns a less interest in the characteristic lessor owns a less interest in the characteristic lessor owns a less interest in the characteristic lessor owns.	ingence and dispatch, and it off or gas, or either of them, be
said lessor only in the proportion which lessor's interest hearts to the whole and undivided fee simple estate Lessee shall have the right to use, free of cost, gas, oxynxxxx produced on said land for lessee's operation ther When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.	see and the result of the resu
No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of 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 lasses of the construction of the land or assignment of the state of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly utors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals the has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, it 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 portioner 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, I hole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or i lation. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be suit elsesors, for themselves and their heirs, successors and assigns, hereby surrender and release all 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 every production of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be diate virinity thereof, when in lessee's judgment it is necessary or	the right to draw and remove casing. y allowed, the covenants hereof shall extend to their heirs, so or royalties shall be binding on the lessee until after the in whole or in part, lessee shall be relieved of all obligations on or portions of the above described premises and thereby Rules or Regulations, and this lease shall not be terminated, if such failure is the result of, any such Law, Order, Rule or all have the right at any time to redeem for lessor, by payment subrogated to the rights of the holder thereof, and the undersand homestead in the premises described herein, in so far any portion thereof with other land, lease or leases in the lop and operate said lease premises so as to promote the nee of tracts contiguous to one another and to be into a unit the event of a gas well. Lessee shall execute in writing and and describing the pooled acreage. The entire acreage so ed unit, as if it were included in this lease. If production is a on the premises covered by this lease or not. In lieu of the per posses in the amount of his acreage unit involved.
See Exhibit A attached hereto and made a part hereof	STATE OF KANSAS 3 SS ROOKS COUNTY This instrument was filed for record in moffice at 1/:30 o'clock 1/2 M. on the 20 day of 1/2 and is duly recorded in Book 1/35 and is duly recorded at page 33-3
ALA DE VORMONTE DOMENTE DE LA LA DEL CAMPA DE LA DESTADA D	Register of Deeds

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 $1/8^{th}$ as it relates to royalty or payments to the Lessors shall be deleted and replaced with $3/16^{th}$ 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.

RAUL F. BRITO, PRESIDENT

Form 88 - (PRODUCER'S SPECIAL) (PAID-UP)

63U (Rev. 1993)

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 ww.kbp.com kbp@kbp.com

by and between _		the <u>20th</u> day of ns, a married woman	dealing in her s	sole and separate	property; 2012
CYMPON, T	P.O. Box 139			CALLEGE VALUE OF GROUPS	
	Holyrood, KS	67450			
whose mailing ad	ldress is	griss in			
and	Brito Oil Com	pany, Inc.		hereinafter called I	Lessor (whether one or more),
74.1					hereinafter caller Lessoe
constituent product and things thereon	exploring by geophysical and cts, injecting gas, water, other n to produce, save, take care of tured therefrom, and housing	n provided and of the agreements of the other means, prospecting drilling, minifluids, and air into subsurface strata, lay, treat, manufacture, process, store and the and otherwise caring for its employees, Rooks	ng and operating for and proc ing pipe lines, storing oil, build ransport said oil, liquid hydroca the following described land to	y grains, leases and lets exclusively lucing oil, liquid hydrocarbons, all ing tanks, power stations, telephor rbons, gases and their respective co ogether with any reversionary rights	runto lessee for the purpose l gases, and their respective ne lines, and other structures
		The Northwest Quart	er (NW½)		
In Section3 accretions thereto.			West and containing	160	acres, more or less, and all
In consider	ration of the premises the said	ed, this lease shall remain in force for a ve constituent products, or any of them, il lessee covenants and agrees: ree of cost, in the pipe line to which less			
2nd. To p at the market price premises, or in the as royalty One Do meaning of the pre	oay lessor for gas of whatsoeve at the well, (but, as to gas se manufacture of products the ollar (\$1.00) per year per net seeding paragraph.	er nature or kind produced and sold, or old by lessee, in no event more than on refrom, said payments to be made mon mineral acre retained hereunder, and if	used off the premises, or used e-eighth (1/8) of the proceeds rec thly. Where gas from a well proceeds payment or tender is ma	in the manufacture of any product verived by lessee from such sales), fo ducing gas only is not sold or use de it will be considered that gas is	ss therefrom, one-eighth (%), or the gas sold, used off the d, lessee may pay or tender s being produced within the
found in paying qu	uantities, this lease shall conti	he primary term hereof without further shall have the right to drill such well nue and be in force with like effect as if	such well had been completed	diligence and dispatch, and if oil of within the term of years first monti	or gas, or either of them, be
the said lessor only	y in the proportion which less	e above described land than the entire or's interest hears to the whole and undiffections, gas, AXXXXXXX produced on sa	and undivided fee simple estat	e therein, then the royalties herein	provided for shall be paid
No well sha Lessee shal If the estatexecutors, administ essee has been fur with respect to the accuracy to the substraction of the substraction of the substraction. Lessee Mall express on whole or in part, Regulation. Lessor hereing mortgages, tax.	all be drilled nearer than 200 ll pay for damages caused by ll have the right at any time t te of either party hereto is a trators, successors or assigns mished with a written transfe assigned portion or portions ay at any time execute and deep as to such portion or portion or implied covenants of this, nor lessee held liable in damethy warrants and agrees to deters or other liens on the above	freet to the house or barn now on said precedes operations to growing crops on a commove all machinery and fixtures platesing, but no change in the ownership of the ror assignment or a true copy thereof, rising subsequent to the date of assignment or place of record a release and be relieved of all obligations as to lease shall be subject to all Federal and ages, for failure to comply therewith, it finds that the date of the lease shall be subject to all Federal and ages, for failure to comply therewith, it finds the date of the lands herein described to addernibed to the lands herein described to addernibed to the lands herein described to a described to the lands herein described to a described to the lands herein	emises without written consent said land. ced on said premises, including in whole or in part is express the land or assignment of rent. In case lessee assigns this least enert. se or releases covering any port the acreage surrendered. I State Laws, Executive Orders compliance is prevented by, ond, and agrees that the lessee shed.	of lessor. the right to draw and remove casisly allowed, the covenants hereof als or royalties shall be binding or in whole or in part, lessee shall be tion or portions of the above description, and this lear if such failure is the result of, an all have the right at any time to red	ng. shall extend to their heirs, n the lessee until after the e relieved of all obligations ribed premises and thereby use shall not be terminated, y such Law, Order, Rule or leem for lessor, by payment
igned lessors, for t s said right of dow Lessee, at it	themselves and their heirs, s ver and homestead may in any ts antion is hereby given the	uccessors and assigns, hereby surrende way affect the purposes for which this	r and release all right of dowe lease is made, as recited herein	subrogated to the rights of the holer and homestead in the premises	der thereof, and the under- described herein, in so far
onservation of oil, r units not exceedi ecord in the conve ooled into a tract or ound on the pooled oyalties elsewhere	gas or other minerals in anoing 40 acres each in the even eyance records of the county or unit shall be treated, for a l acreage, it shall be treated as herein specified lessor shall	ignent it is necessary or advisable to lunder and that may be produced from t of an oil well, or into a unit or units in which the land herein leased is sit ll purposes except the payment of royal if production is had from this lease, we l receive on production from a unit so n an acreage basis bears to the total acre	said premises, such pooling to not exceeding 640 acres each in wated an instrument identifyin ties on production from the po hether the well or wells be loca	velop and operate said lease prem be of tracts contiguous to one and the event of a gas well. Lessee sh g and describing the pooled acre- oled unit, as if it were included in ted on the premises covered by this	nses so as to promote the other and to be into a unit hall execute in writing and age. The entire acreage so this lease. If production is
See	e Exhibit A att	ached hereto and mad	le a part hereof	This instrument we office at //:30 day of and is duly recorde record.	as filed for record in mo'clock A.M. on thi
IN WITNES:	S WHEREOF, the undersigne	d execute this instrument as of the day	and year first above written.	Wilkens SS	#

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.
- 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.
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- 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:

Janus Vilkens

LESSEE.

BRITO OIL COMPANY INC

RAUL F. BRITO, PREDINOUT

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 ell 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 recor					day
State of Kansas)	aug		, and recorde	d in Boo	ok 4470	f
Rooks County)	Records at Page Register of Deeds	580	Rosalee	· la	51.16	
	Register of Deed.	3	· · · · · · · · · · · · · · · · · · ·	Dyo	in the	

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 , 2013.	s <u>23</u> day of
JANICE WILKENS	
Janice Wilkens	
COUNTY OF: Ellseworth STATE OF: Kansan	
STATE OF: Kansan	
This instrument was acknowledged before me on this, the	$\frac{23}{X} \text{ day of } $
NOTARY PUBLIC - State of Kansas CLARA NADINE PAULEY My Appt. Expires @ 9.18.13	Clara Dadine Lauleis Notary Public CL ARA NADINE PAULE
My Commission Expires:	
COUNTY OF:	
STATE OF:	
STATE OF:	
This instrument was acknowledged before me on this, the	
, 2013 and _	•
	Notary Public
My Commission Expires:	
wiy 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	i. on 9	_day
State of Kansas)			ded in Bool	k 447 of	***************************************
Rooks County)	Records at Page 378	- Rosalee	1	1	
	Register of Deeds	posace	our	10	

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, 2013.	s instrument is executed this <u>23</u> day of
JANET DETTMER Spend Delay Janet Dettmer	thui
county of: Phillips state of: Kansas	§
This instrument was acknowled 2013. 2013. State of Kans: My Appt. Exp. 1-1	liged before me on this, the 3 day of A Deffner and A XXXXXXX. Notary Public
COUNTY OF:STATE OF:	§
	dged before me on this, theday of
	Notary Public

DETTMER-WILKENS #1-32 2640' FNL & 330' FWL Sec: 32-T6S-R19W

Rooks County, KS

29	←28	27 pmf-kkc 3346-14 70 3620
S lead lines lease road DETIMER-WILKEN 32	TOR = 3290-94" perfs. TO-3690 33	34
ARB - 3574.84' TD 3630' 5 LKC - 3250 - 3347' MARM 3417 - 19' ARB 3444-58' TD 3490'	4	LKC - 3384-88' TD 3550 LKE- 3381-3418 TD 3550'

R 19 W