

For KCC	Use:	
Effective	Date:	
District #		
0040		

Kansas Corporation Commission Oil & Gas Conservation Division

Form C-1 October 2007 Form must be Typed

PERATOR: Liconse#	Expected Spud Date:	da:			_	Spot Description:
Section Sect	month	day	year			Sec Twp S. R E \
arrow. State Zip	PERATOR: License#					
SECTION: Regular Iregular?					_	feet from E / W Line of Section
Wolf Prison: State: Zip: # County: Lease Name: Well #; Teld Name: Field Name: Fi						Is SECTION: Regular Irregular?
State: Zip: +						(Note: Locate well on the Section Plat on reverse side)
Lease Name:	ty: State:	Zip:	+		_	•
Field Name: Well Drilled For: Well Class: Type Equipment: Well Drilled For: Well Class: Type Equipment: Well Class: Type Equipment: Well Class: Type Equipment: Well Class: Type Equipment: Gas Storage Pool Ext. Air Rotary Well Air Rotary Well Class: Wildcat Cable Disposal Wildcat Cable Disposal Wildcat Cable Despite to bottom of fresh water: Dopth	ontact Person:				_	
Striss a Prorated / Spaced Field? String S	none:				_	
Target Formation(s): Nearest Lass or unit boundary line (in footage): Storage Pool Ext. Air Rotary Disposal Wildcat Cable Disposal Wildcat Disposal	ONTRACTOR: License#				_	
Well Drilled For: Well Class: Type Equipment: Ground Surface Elevation: Ground Surface Ploe Parandon at Total Class Elevation: Ground Surface Ploe Parandon at Total Depth: Ground Surface Ploe Parandon at Total Class Elevation: Ground Surface Plants Elevation: Ground Surface Plant	ame:				_	
Ground Surface Elevation:	Wall Drillad Fare Wall Classe	Tim	o Equipments			
Gas Storage Pool Ext. Air Rotary Storage Pool Ext. Air Rotary Pool Ext. Air Ro		Тур	1			
Gas Storage Pool Ext. Air Hotary Disposal Wildcat Cable Depth to bottom of fresh water: Depth to bottom of tresh water: Depth to Bottom of washe water: Surface Pipe by Alternate: I II Length of Surface Pipe Planned to be set: Length of Surface Pipe by Alternate: I II Length of Surface Pipe Planned to be set: Length of Conductor Pipe (if any): Projected Total Depth: Promation at Total Depth: Water Source for Drilling Operations: Water		_	i ,			
Depth to bottom of fresh water: Depth to bottom of usable water Depth to be water Depth to bottom of the water Depth to bottom of usable water Depth to bottom of usabl		_	4			·
Depth to bottom of usable water: Depth to bottom of usable water:			Cable			Depth to bottom of fresh water:
Surface Pipe by Alternate:						Depth to bottom of usable water:
Length of Surface Pipe Planned to be set: Coperator:						
Deperator: Well Name: Original Completion Date: Original Total Depth: Projected Total Depth: Formation at Total Depth: Formation at Total Depth: Water Source for Drilling Operations: Well Farm Pond Other: DWR Permit #: Water Source for Drilling Operations: (Note: Apply for Permit with DWR) Will Cores be taken? If Yes, proposed zone: Well Farm Pond Other: Well Farm Pon	If OWWO: old well information as follo	ows:				
Well Name: Original Completion Date: Original Total Depth: Poriginal Completion Date: Original Total Depth: Poriginal Completion Date: Original Total Depth: Pormation at Total Depth: Water Source for Drilling Operations: Water Source for Permit ##. Water Source	Operator					· ·
Formation at Total Depth: water Source for Drilling Operations: wettion Hole Location: DCD EXT #: ### Wetting Formation at Total Depth: Wetting Formation at Total Depth:						Projected Total Depth:
Water Source for Drilling Operations: Water Source for Drilling Operation of the Suble Devented in: Will Cores be taken? Water Source for Brill With N.S.A. 55 et. seq. Seq. Seq. Seq. Seq. Seq. Seq. Seq. Seq.						Formation at Total Depth:
rectional, Deviated or Horizontal wellbore? Yes No Well Farm Pond Other: DWR Permit #: Will Cores be taken? If Yes, proposed zone: AFFIDAVIT The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq. Is agreed that the following minimum requirements will be met: Notify the appropriate district office prior to spudding of well; 2. A copy of the approved notice of intent to drill shall be posted on each drilling rig; 3. The minimum amount of surface pipe as specified below shall be set by circulating cement to the top; in all cases surface pipe shall be set through all unconsolidated materials plus a minimum of 20 feet into the underlying formation. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary prior to plugging; The appropriate district office will be notified before well is either plugged or production casing is cemented in; If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within 120 DAYS of spud date. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #133,891-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. In all cases, NOTIFY district office prior to any cementing. **Remember to:** File Completion Form ACO-1 with Intent to Drill; File Completion Form ACO-1 within 120 days of spud date; File Completion Form ACO-1 within 120 days of spud date; File Completion Form ACO-1 within 120 days of spud date; File Completion Form ACO-1 within 120 days of spud date; File Completion Form ACO-1 within 120 days of spud date; File Completion Form ACO-1 within 120 days of spud date; File Completion Form ACO-1 within 120 days of spud date; File Completion Form ACO-1 within 120 days of spud date; File acreage attribution plat according to field proration orders; Notify appropriate dist	- 3	3				·
Will Cores be taken? Will Cores be taken? Yes Will Cores be taken? Yes Yes Will Cores be taken? Yes Yes				No)	
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bmitted Electronically For KCC Use ONLY API # 15	 is agreed that the following minimum requ Notify the appropriate district office p A copy of the approved notice of inte The minimum amount of surface pipe through all unconsolidated materials If the well is dry hole, an agreement I The appropriate district office will be If an ALTERNATE II COMPLETION, Or pursuant to Appendix "B" - Easter 	uirements worior to spuce nt to drill she as specific plus a minimulative notified beforeduction production profuss as si	ill be met: Iding of well; Itali be posted Itali be posted Itali be osted Itali be osted	on ea	ach of the distriction of the di	drilling rig; y circulating cement to the top; in all cases surface pipe shall be set underlying formation. ct office on plug length and placement is necessary prior to plugging; d or production casing is cemented in; from below any usable water to surface within 120 DAYS of spud date. 3,891-C, which applies to the KCC District 3 area, alternate II cementing
Minimum surface pipe requiredfeet per ALT. I II - Submit plugging report (CP-4) after plugging is completed (within 60 days);	For KCC Use ONLY API # 15 -				_	 File Drill Pit Application (form CDP-1) with Intent to Drill; File Completion Form ACO-1 within 120 days of spud date; File acreage attribution plat according to field proration orders;
Obtain within annually before dispersion on injecting cold water						
			•	•	"	
	Approved by:				-	- If this permit has expired (See: authorized expiration date) please

(This authorization void if drilling not started within 12 months of approval date.)

_ Agent: _

Spud date: _

check the box below and return to the address below.

Well Not Drilled - Permit Expired Date:

Signature of Operator or Agent:



IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

Plat of acreage attributable to a well in a prorated or spaced field

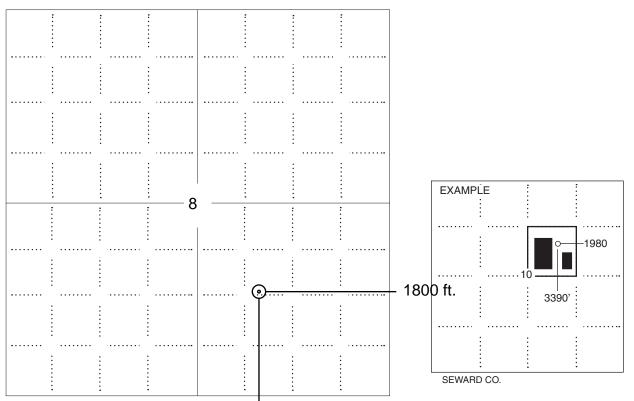
If the intended well is in a prorated or spaced field, please fully complete this side of the form. If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please show all the wells and within 1 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for oil wells.

API No. 15	
Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	SecTwp S. R 🗌 E 🗍 W
Number of Acres attributable to well:	Is Section: Regular or Irregular
	If Section is Irregular, locate well from nearest corner boundary.
	Section corner used: NE NW SE SW

PLAT

(Show location of the well and shade attributable acreage for prorated or spaced wells.)

(Show footage to the nearest lease or unit boundary line.)



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

1425 ft.

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

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



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

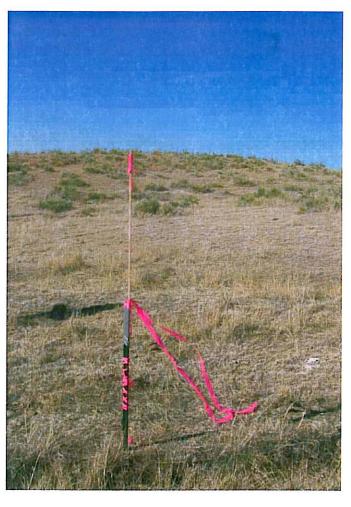
024282

Form CDP-1
April 2004
Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

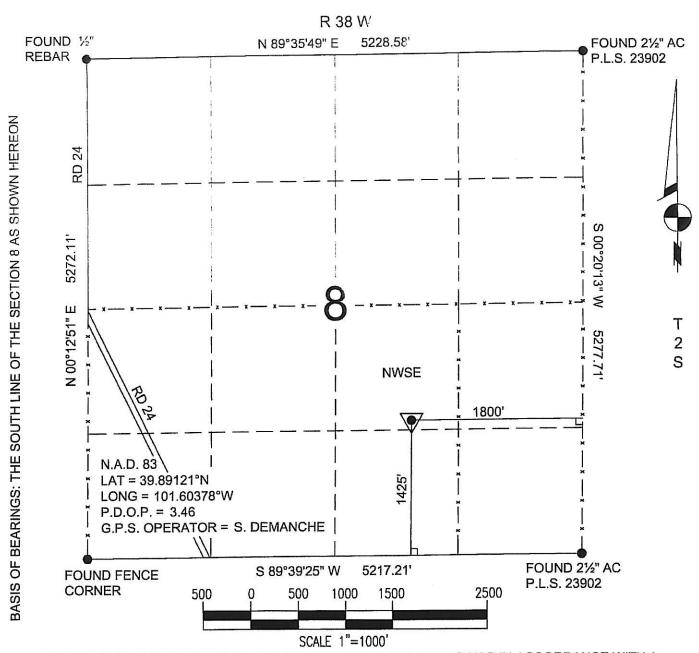
Operator Name:		License Number:			
Operator Address:		·			
Contact Person:			Phone Number:		
Lease Name & Well No.:			Pit Location (QQQQ):		
Type of Pit: Emergency Pit Burn Pit Settling Pit Drilling Pit Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled) Is the pit located in a Sensitive Ground Water Is the bottom below ground level? Yes No Pit dimensions (all but working pits): Depth from If the pit is lined give a brief description of the material, thickness and installation procedure	Artificial Liner? Yes 1 Length (feom ground level to de	No No et) Describe proce			
		ccgy,			
Distance to nearest water well within one-mile	of pit	Depth to shallo	owest fresh waterfeet.		
feet Depth of water well	feet		redwell owner electric logKDWR		
Emergency, Settling and Burn Pits ONLY: Producing Formation: Number of producing wells on lease: Barrels of fluid produced daily: Does the slope from the tank battery allow all flow into the pit? Yes No Submitted Electronically		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: Number of working pits to be utilized: Abandonment procedure: Drill pits must be closed within 365 days of spud date.			
	KCC (OFFICE USE OF	NLY Steel Pit RFAC RFAS		
Date Received: Permit Num	ber:	Permi	it Date: Lease Inspection: Yes No		











POWER SURVEYING COMPANY, INC. OF FREDERICK, COLORADO HAS IN ACCORDANCE WITH A **NOBLE ENERGY** REQUEST FROM DAN CASPER **BERRY 33-8** DETERMINED THE LOCATION OF 1425' FSL & 1800' FEL OF SECTION TO BE 2 SOUTH RANGE 38 WEST OF THE PRINCIPAL MERIDIAN, **TOWNSHIP** STATE OF KANSAS CHEYENNE COUNTY OF

LOCATION NOTES:

LOCATION FALLS IN: DRYLAND

IMPROVEMENTS: WINDMILL 150' SOUTH OF LOCATION

ELEVATION DETERMINED FROM NAVD 1988 DATUM. GROUND ELEVATION = 3397'

DISTANCES AND BEARINGS ARE FIELD MEASURED UNLESS NOTED OTHERWISE.

LEGEND:

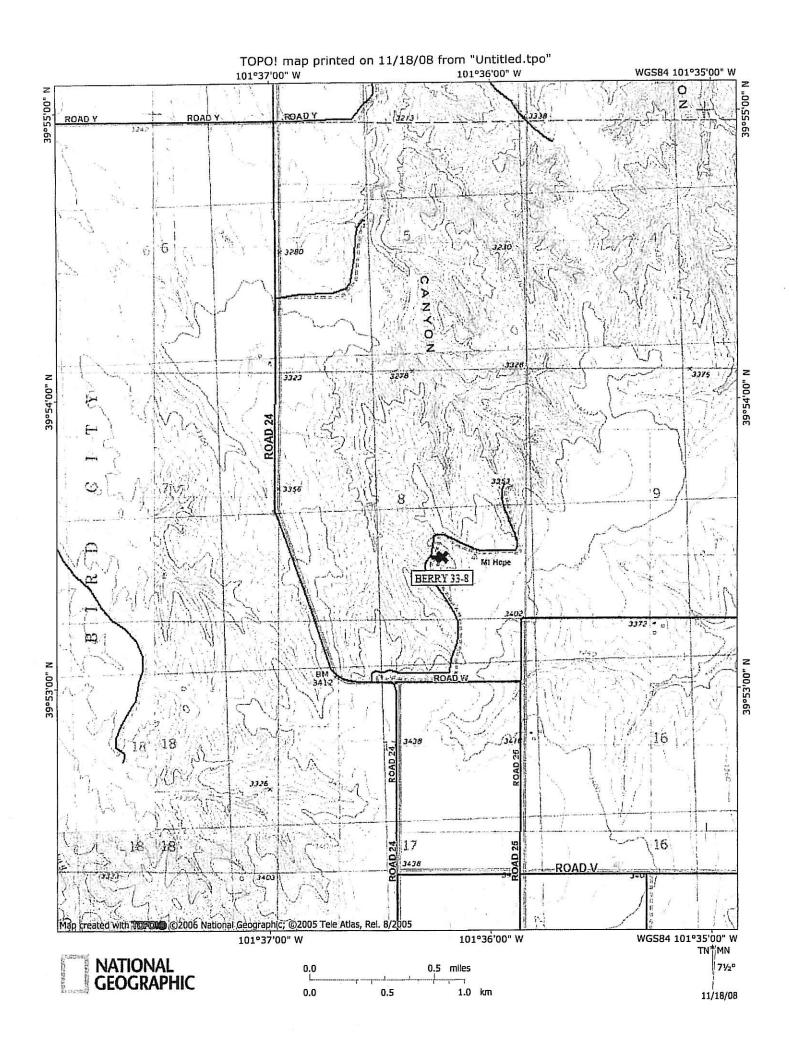
SECTION CORNER (AS NOTED) PROPOSED WELL LOCATION



7800 MILLER DRIVE, UNIT C FREDERICK, CO 80504 (303) 702-1617, FAX (303) 702-1488

WORK ORDER # 501-08-839 FIELD DATE: 11-17-08

DATE OF COMPLETION: 11-18-08



OIL AND GAS LEASE

(AND RIGHT OF WAY AGREEMENT)

	de and entered into the		December	, 2 <u>005</u> , by and betwee	en
Dale V. Lutz	and Jacquelyn D	. Lutz, husband	and wife		a whose post office address i
513 6th Avenu	ue West, Benkelr	man, NE 69021		hereinafter called Les	isor (whether one or more) and
Bill Barrett C	Corporation, whose	address is 1099 18	th St., Ste. 2300, Den	ver, CO 80202	, hereinafter called Lessee
the receipt of which demise, lease and let methods, and operat	I exclusively unto the said time for and producing th	and the covenants and a I Lessee, the land herein erefrom oil and all cas	nafter described, with the exclus of whatsoever nature or kind, w	I, has granted, demised, leased and let, ar tive right for the purpose of mining, expl vith rights of way and easements for hay in the County of <u>Cheyenne</u> , Sta	nd by these presents does grant foring by geophysical and other ing pipe lines, and erection o
TOWNSHIP	2 SOLITIJ DAN	ICE 38 WEST	6 TH P M		
	2 SOUTH, RAN NE/4, NE/4NW, N/2SE/4, SW/4S W/2SW/4 lying and west bounds NW/4NE/4	SE/4 and that pa north and east (art of the of the south	STATE OF KANSAS, C Thile Instrument year fill at 111.30 o'dlock in Book 147.	ed for record on the 1006 A.M. and recorded Page 435-436
Section 17.	11 11111111111		lett.	Denvoreb	
contiguous or a part		ribed above, whether su	ch additional lands be owned or	cluding all lands now or bereafter owned claimed by deed, limitation or otherwise	
leased premises or or being produced on it force so long as ope prosecuted if not me of n subsequent well- lease shall not termin date of completion o shall continue in for 2. This is a PAII commence or continues as all and as to un surrendered.	n acreage pooled therewish the leased permises or on a rations are being continue re than one hundred and ei I fafter discovery faith that if I lease commences I dry hole. I fail or gas shi ce so long as oil or gas is 10-UP LEASE. In considue any operations during to ty stratu or stratum by deli-	h, or drilling operations is creage pooled therewith mastly prosecuted on the ighty (180) days shall ef reas on said land or on additional drilling or reall be discovered and proproduced from the least cration of the down can the primary term. Lesse ivering to Lessur or by fi	are continued as hereinalter provious that Lessee is then engaged in the leasted premises or on acreage papes between the completion or a screage pooled therewith, the providing the produced as a result of such operated premises or on acreage pooled the payment, Lessor agrees that I e may at any time or times during for record a release or release.	creafter as oil or gas of whatsoever nature ided. If, at the expiration of the primary brilling or re-working operations thereon, tooled therewilti; and operations shall be abandoument of one well and the beginni observed of the work of the operation of the primary term surreader this see, and be relieved of all obligation there is, and be relieved of all obligation there is, and be relieved of all obligation there is, and be relieved of all obligation there	erm of this lease, oil or gas is no then this lease shall continue in considered to be continuously as of the third this continue in the drilling suse after the primary term, this feessation of production or from any term of this lease, this lease of the drilling otherwise provided herein, to lease as to all or any portion of lease as to all or any portion of
1st. To deliver to		of cost, in the pipe line	agrees: to which Lessee may connect we	ils on said land, the equal description	part of all oil produced and
cighth of the cost of 31d. To pay Less proceeds, at the mon	or on gas and casinghead p or in the manufacture of ga e, to bear one-eighth of the gathering and transporting or for gas produced from a other of the well, payable mu	g such gas and casingle any oil well and used of onthly at the prevailing	renyurating and onierwise treating ad gas from the mouth of the wi I the premises of in the manufact market rate.	e-eighth of the net proceeds derived from of the well, of	marketable or usable and one- yalty of one-eighth (1/8) of the
acre retained hereund	ler, such navment or tende	er to be made on or befor	re the anniversary date of this lear	se next ensuing after the expiration of nin	ety (90) days from the date such
gas is being produce:	d within the meaning of t	his lease.		is shut in. If such payment or tender is a	
herein provided for a 6.Lessee shall hav	thall be paid the Lessor on	aly in the proportion wh cost, gas, oil and water p	ich Lessor's interest bears to the roduced on said land for Lessee's	uple estate therein, then the royalties (inc whole and undivided fee. 's operation thereon, except water from th	
8 No well shall b	e drilled nearer than 200 (feet to the house or ban	now on sald premises without prowing crops on said land.	written consent of Lessor.	
10. Lessee shall h 11. The rights of I on I essee until Lesse complete chain of rec Lessee. No present of I essee, and all Lesse or omission of any of	ave the right at any time t Lessor and Lessee hereund se has been furnished with ord title from Lessor, and or future division of Lessor's of operations may be con- ther leasehold owner.	to remove all machinery der may be assigned in v h notice, constiting of a then only with respect to or's ownership as to diff ducted without regard in	nut fixtures placed on said pre- vhole or part. No change in own- sertified copies of oll recouled in o payments thereafter made. No ferent portions or parcels of said any such division. If all or any p	mises, including the right to draw and te crating of Lessor's Interest (by assignment struments or documents and other infor- other kind of notice, whether actual or co I land shall operate to enlarge the obligat art of this lesse is assigned, no leasehold	or otherwise) shall be binding mation necessary to establish a instructive, shall be binding on tions or diminish the rights of owner shall be liable for any act
unter adjacent lands.	or leases, when in Lessee	s tudement it is necess	ary of advisable in do so in orde	r any portion of the lands described here or to properly develop and operate this les eading forth (40) acres for an oil well plo onform to any spacing or well unit reate	se or to oblain the maximum

hundred forty (6-01) acres for n gas well plus a tolerance of 10%. Larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities. Lessee we Lessee's agent, shall record in the county where the above described lands are located an instrument identifying the unit and describing the poled acreage. All acreage pooled into a unit shall be treated for all purposes, except the payment of royalties, as if It were included in this lease. Drilling and reworking operations, production of oil, gas, or other hydrocarbons, or the completion of a well as a shut-in gas well shall be considered for all purposes, except the payment of royalties, as if the operations were on, the production from, or the completion of a well as a shut-in gas well shall be considered for all purposes, except the payment of royalties, as if the operations were on, the production from, or the completion were on the above described lands, whether or not the well or wells are located on the lands described herein covered by this fease. In this 162, including shut-in royalties, the royalty provided in this lease, including shut-in royalties, the royalty provided for in this lease, including shut-in royalties, the same consideration recited in the first paragraph above, the Lessor herety grants unto the Lessee, its successors and assigns, rights-of-way over, across, and through the land hereinabove described for the purpose of installation, operation, maintenance, repair and replacement of one or more electric lines, and as well as one or more pipelines for the collection, gathering, and/or transmission of oil, gas, brines or other substances, together with the rights-of-way for ingress, egress, and passage over and across said lands for the purpose of conducting oil and gas exploration, production, operation, maintenance, together with the rights-of-way for ingress, egress, and prossage over and across said lands for the purpose of conducting oil and gas exploration, production, operations

14. All express or implied envenants 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.

15. 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 may in any way affect the purposes for which this lease is made, as recited herein.

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16. In the event I evor considers that Lessee has not complied with all its obligations hereunder, either expuess or implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this lease. Lessee shall then have afixly (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lesser on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of said notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee nined to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has falled to perform all its obligations hereunder.

17. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it is lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee, and this lease shall cover and bind all interest of the Lessor which may be acquired subsequent to the date of this lease which I essor may hereafter acquire by way of reversion or otherwise.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

		sucquery 113. Ediz	J
STATE OF NEBRASKA	•	oklahoma, Kansas, New Mexico, Wyoming, Mo	ntana, Colorado, Utalı,
COUNTY OF DUNDY	} ss.	Nebruska, North Dakota, South Dal	cota
	ACK	NOWLEDGMENT-INDIVIDUAL	
personally appeared <u>Dale V. Lut</u> to be the identical persons described in a	z and Jacquelyn ind who executed ti	said County and State, on this <u>19</u> day of D. Lutz, husband and wife the within and foregoing instrument of writing as antary act and deed for the uses and purposes the	, to me knowledged to me
IN WITNESS WHEREOF, I have hereu	nto set my hand and	d affixed my notarial seal the day and year last :	iboye written.
My Commission Expires Aug a		- Jone & S. A.	accluse E
IAL I	MARY-State of Rebraska ET L. HARDWICK DOT Esp. ALZ 28, 2608	Address: 2195.2 40	
	APPROVED BUTTE	_Parks 716	[10904/
STATE OF)	5	ACKNOWLEDGMENT (For use by Corporation)	
COUNTY OF	i e	(1 th use by Corporation)	
On this	day of		2 . before me personally
appeared	, to me	personally known, who, being hy me duly swo	rn did sny thathe is the
seal affixed to said instrument is the corp corporation by authority of its Board of E to be free act and deed of said corporatio	porate seal of said o	orporation and that said instrument was signed ac	and that the and scaled in behalf of said knowledged said instrument
Witness my hand and seal this		,2	
My Commission Expires			
			Notary Public.
		Address:	
		4.5	A CONTRACTOR
			ALL DESCRIPTION OF THE PARTY OF

After Recording Return To: Bill Barrett Corporation 1099 18th St., Ste. 2300 Denver, CO 80202 Attn: C. Edelen

Lutz-J-D.2S-JBW B NE & other 1219051se 1