Notice: Fill out COMPLETELY and return to Conservation Division at the address below within 60 days from plugging date.

### **KANSAS CORPORATION COMMISSION**

**OIL & GAS CONSERVATION DIVISION** 

1032514

March 2009 Type or Print on this Form Form must be Signed All blanks must be Filled

Form CP-4

### WELL PLUGGING RECORD K.A.R. 82-3-117

OPERATOR: License #:	API No. 15
Name:	Spot Description:
Address 1:	Sec Twp S. R East West
Address 2:	Feet from North / South Line of Section
City: State: Zip: +	Feet from East / West Line of Section
Contact Person:	Footages Calculated from Nearest Outside Section Corner:
Phone: ( )	NE NW SE SW
Type of Well: (Check one)       Oil Well       Gas Well       OG       D&A       Cathodic         Water Supply Well       Other:       SWD Permit #:       SWD Permit #:       Image: Comparison of the comparison of th	County: Well #: Lease Name: Well #: Date Well Completed: The plugging proposal was approved on: ( <i>Date</i> ) by: ( <i>KCC District Agent's Name</i> )
Depth to Top:         Bottom:         T.D.           Depth to Top:         Bottom:         T.D.           Depth to Top:         Bottom:         T.D.	Plugging Commenced:

Show depth and thickness of all water, oil and gas formations.

Oil, Gas or Water Records		Casing Record (Surface, Conductor & Production)			
Formation	Content	Casing Size Setting Depth Pulled Out			

Describe in detail the manner in which the well is plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If cement or other plugs were used, state the character of same depth placed from (bottom), to (top) for each plug set.

Plugging Contractor License #:		Name:		
Address 1:		Address 2:		
City:		State:	Zip:	+
Phone: ( )				
Name of Party Responsible for Plug	gging Fees:			
State of	County,	, SS.		
	(Print Name)		or or Operator on abc	
haing first duly sugars an asthe says	That I have lunavulades of the faste	statements, and matters barain contained, and the l	on of the chours described	wall is as filed and

being first duly sworn on oath, says: That I have knowledge of the facts statements, and matters herein contained, and the log of the above-described well is as filed, and the same are true and correct, so help me God.

#### Submitted Electronically

For KCC Use:

District	#	
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### KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form C-1 October 2007 Form must be Typed Form must be Signed

All blanks must be Filled

Form C-1

1031350

### NOTICE OF INTENT TO DRILL

Must be approved by KCC five (5) days prior to commencing well

Expected Spud Date:				Spot Description:	
	month	day	year	Sec TwpS. R	E W
OPERATOR: License#					
Name:					W Line of Section
Address 1:				Is SECTION: Regular Irregular?	
Address 2:				(Note: Locate well on the Section Plat on reverse	side)
City:		-		County:	
Contact Person:				Lease Name: We	ell #:
Phone:				Field Name:	
CONTRACTOR: License#				Is this a Prorated / Spaced Field?	Yes No
Name:				Target Formation(s):	
Well Drilled For:	Well Class:	Туре	Equipment:	Nearest Lease or unit boundary line (in footage):	
Oil Enh Beo	c Infield		Mud Rotary	Ground Surface Elevation:	feet MSL
Gas Storage			Air Rotary	Water well within one-quarter mile:	Yes No
			Cable	Public water supply well within one mile:	Yes No
Seismic ; # of H			Cable	Depth to bottom of fresh water:	
Other:				Depth to bottom of usable water:	
				Surface Pipe by Alternate:	
If OWWO: old well inf	ormation as follo	WS:		Length of Surface Pipe Planned to be set:	
Operator:				Length of Conductor Pipe (if any):	
Well Name:				Projected Total Depth:	
Original Completion Date:				Formation at Total Depth:	
				Water Source for Drilling Operations:	
Directional, Deviated or Horizo	ontal wellbore?		Yes No	Well Farm Pond Other:	
If Yes, true vertical depth:				DWR Permit #:	
Bottom Hole Location:				(Note: Apply for Permit with DWR )	
KCC DKT #:				Will Cores be taken?	Yes No
				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. It is agreed that the following minimum requirements will be met:

1. 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.
- 4. 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;
- 5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
- 6. 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.

#### Submitted Electronically

	Remember to:
For KCC Use ONLY	- File Drill Pit Application (form CDP-1) with Intent to Drill;
API # 15 -	- File Completion Form ACO-1 within 120 days of spud date;
Conductor pipe required feet	<ul> <li>File acreage attribution plat according to field proration orders;</li> <li>Notify appropriate district office 48 hours prior to workover or re-entry;</li> </ul>
Minimum surface pipe required feet per ALT. I II	- Submit plugging report (CP-4) after plugging is completed (within 60 days);
Approved by:	- Obtain written approval before disposing or injecting salt water.
This authorization expires:	- If this permit has expired (See: authorized expiration date) please check the box below and return to the address below.
	Well Not Drilled - Permit Expired Date:
Spud date: Agent:	Signature of Operator or Agent:
Opud date /igent	<



1031350

#### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

Side Two

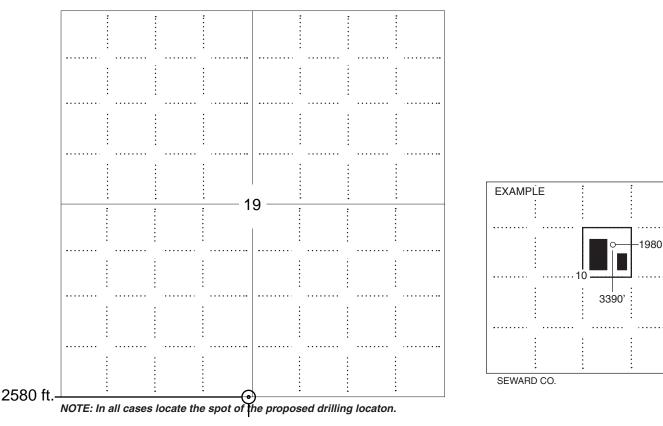
Plat of acreage attributable to a well in a prorated or spaced field

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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and wells attributed acreage attributed acreage attributed acreage attributed acreage attributed acreage attributed acreage attributed acreag

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:	Sec Twp 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.)



0 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

1031350

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:	Pit is:			
Emergency Pit Burn Pit	Proposed	Existing	SecTwpR	East West
Settling Pit Drilling Pit	If Existing, date c	constructed:	Feet from	North / South Line of Section
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:	(bbls)	Feet from [	East / West Line of Section
Is the pit located in a Sensitive Ground Water	Area? Yes	(32.3)	Chloride concentration:	county
	Ľ			Pits and Settling Pits only)
Is the bottom below ground level?	Artificial Liner?	No	How is the pit lined if a plas	stic liner is not used?
Pit dimensions (all but working pits):	Length (fe	eet)	Width (feet)	N/A: Steel Pits
Depth fr	om ground level to d	eepest point:	(feet)	No Pit
Distance to nearest water well within one-mile		Source of infor		feet. electric log KDWR
			Workover and Haul-Off Pits ONLY:	
Producing Formation:		Type of materia	al utilized in drilling/workover:	
Number of producing wells on lease:		Number of wor	king pits to be utilized:	
Barrels of fluid produced daily:		Abandonment	procedure:	
Does the slope from the tank battery allow all spilled fluids to		Drill pits must t	Drill pits must be closed within 365 days of spud date.	
Submitted Electronically				
	ксс	OFFICE USE OI	NLY Steel Pit	RFAC RFAS
Date Received: Permit Num	ber:	Permi	t Date: Lea	ase Inspection: Yes No

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## **OIL AND GAS LEASE**

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AGREEMENT, Made and entered into the 15 <sup>th</sup> day of October 2008
by and between SYLVESTER APPLEHANS and DORIS T. APPLEHANS, HUSBAND AND WIFE
whose mailing address is <u>316 E. 19<sup>th</sup> Street, Hays, KS 67601</u> hertinafter called Lessor (whether one or more), and <u>High Plains Energy Partners, LLC</u> 1560 Broadway, Suite 2100, Denver, CO 80202
(5. 10.00) in hand paid, receipt of while left exclusively until Larsec for the purpose of investigatin there respective constituent products, injecting gas, water, of the respective constituent products, injecting gas, water, or is thereon to produce, saw, take care of treat, manufacture from, and housing and otherwise caring for its employees
1004497 FIBLIS and BUET-REQUIRES.( ELLIS State of Kansas T "A" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPERTY DES
waship 15 South Runge 16 West
Subject to the provisions herein contained, this lease shall remain in force for a term of <u>Three (3)</u> 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 pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof. 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 once-eighth (1/8) part of all oil produced and saved from the leased
(including casinghead gas) of whatsoever nature <b>or kind</b> produced and sold, <b>ur used</b> off the premises, or used <b>in</b> the manufacture of any prod (but, as to gas odd by Lesser, in <b>no</b> term more than one-eighth (1/8) of the net proceeds received by Lessee from such sales, such net proceed other excise taxes and the cost incurred by Lesser in detivering for the removal of introgent. Abelium of other impurities in the gas, p manthole) for the gas sold, used off the premises, or in the mantacture of products therefrom, said payments the be made monthly.
3 during the primary term hereof without further payment or drilling, reworking operations. If at the expiration of the prime shelf or unditized therewith but Lessee is then engaged in drilling, reworking operations the expiration of the prime premises or on acrospe pooled or undited pretewith; and operations shall be considered to be continuously prior on or a bandonment of one well and the beginning of operations for all the considered to be continuously prior inction should cases from any cause after the primary (erm, this hease shall not terminate if Lessee commence the date of cessation of production or from the ace of completion of a prior of the states while the discoverse of none so of production or from the ace of completion of a prior of the states of the order.
n is not shut in ore the ore the leased
If shid Lessor over a less interest in the above described han the entire and undivided fee simple estate therein, then the royalties (including any shur-in royalties) herein provided for shall be paid the said Lessor own of the proportion which Lessor's interest bears to the whole and undivided fee. Lessee shall have the right to use, free of cost, gas, oil and water unduced on said land for Lesse's operation therein a water from the water from the water other solution of the said Lessor shall have the right to use, free of cost, gas, oil and water unduced on said land for Lesse's operation therein the recent water from the water other solution.
erst and bury Lesser's pipe lines below plaw depth.
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. 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 the 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, assignment or a rasing on the Lessee unit to the assign that lease, in whole or in part. Lessee shall obligations there estate the the reset has been deal or the lead or assignment of rentals or royatics shall be building on the Lessee unit in the ownership of the land or assignment of rentals or royatics shall be building on the Lessee unit is acteed to their with a written transite or assignment or a true copy thereof. In the savet of the land or assignment of rentals or royatics shall be building on the Lessee unit and the reset of the and or assignment of rentals or royatics and of all obligations with respect to the assigned with a writter transite or assignment or a true copy thereof. In the content of the land or assignment of rentals or royatics and of all obligations with respect to the assigned portion or portions arising subsequent to the date
or assignment. Lessee may at any time execute and deliver to Lessor or place of record a releases covering any portion or portions of the above described memises and thereby surrender this lease as to such portion or portions and be reflexed 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, not lease held liell in damages, for failure to compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, including restrictions on the drilling and production of vells, and regulations of the price or transportation of oil, gas or other subject faceby, When drilling, reworking, production of where operations or obligations under the result of any such Law, Order, Rule or Regulation, including restrictions on the drilling prevented or delayed by such its regulations or other operations or other post and production or other operations or other prior fully to obtain a statice coverated thready. Muen drilling, reworking, production or other operations or other and production or other operations or other operations or other and production or other operations. The such state are prior to the drilling records and production or other operations. The secons or easternets, or by an an of God, struct like the cover and and production or other and structures, the orbit and structures or each structure. The area operation when the area operation of other and structures are area operation. The operation of the public error prior or prior and production or other and structures area operations. The operation of the area operation of the model or other and structures are area operation. The prior of the kind prevention of the area operation operation operations or other and structures. The other area when a prior when the area operations or other and structures area operations or other and structures area operations. The other area operations or other and area operations are operations or other and area operations are operations are operations are operations or other operations are opprovented or delay
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given the right a incressary or a id premises, suc acres each in th a proved or unit a proved or unit lease, not. In lieu of unit or his royalt
otice to Lessee. if, during the primary ce substances covered by this lesses an offer immediately, including in the net notice, shall have the prior and prefer r. All offers made up to and including its, hereto, it shall so notify Lessor in the long with Lesses's collection draft par pour receipt thereof, Lessor shall prom
ry number or n we named who
Lesses shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and whether now known or and working information. All information without lessons, magnetometer, or other geological instruments, tests or procedures. For the purpose of securing geological constraint classes may disconse balance by Lesse as a result of such artivity shall be the exclusive property of Lessee, and Lessen emay disconsing and mother to whether now known or wheat, pasture or field, road use, compaction etc.). If any extraordinary damages should occur, at Lesse or its transfer size argonal or other related frames as a result of such artivity shall be the exclusive property of Lessee. The second associated with stranograph operations (i.e. for tradskin the consent. Lesson read Lessen therein agree that a portion of the consideration paid herein is for advance payment of visual and existent and exclusive property of Lessee visual and existent and the partitions (i.e. for tradskin the wheat, pasture or field, road use, compaction etc.). If any extraordinary damages should occur, at Lessor or its tenant (if Lessor has a tenant) will be compensated accordingly, or Lessee therein the dranges in licit of compression. Lessor fuel Lessee harein agree to less and except from the terms of this Oil and Gas Lease any currently existing oil and/or gas wells(i), bore hole(s) or other related facilities located on the heriter facilities located on the facilities located on the charact facilities located on the facilities located on the heriter facilities located on the facilities located on the heriter facilities located on the facilities located on the charact facilities located on the facilities located on the heriter facilities located on the facilities located on the heriter facilities located on the facilities located on the charact facilities located on the facilities located on the heriter facilities located on the facilities located on the h
Lylueter applehane
BOOK 718 PAGE 272 CONNET. APPLEHANS CONFIGURATION

KEYNA

Attached to and made a part of that certain Oil and Gas Lease dated October 15th, 2008, by and between SYLVESTER APPLEHANS, ET UX, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.

## PROPERTY DESCRIPTION:

# **TOWNSHIP 15 SOUTH - RANGE 16 WEST**

### **SECTION 19:**

That certain tract or parcel of land estimated to contain 160.00 acres, more or less, and being described as the Southwest Quarter (SW/4) of Section 19, Township 15 South, Range 16 West, Ellis County, Kansas.

own in and to the above described tract, including streets, roads, canals, drainage ditches, rights of way or other servitudes, including, but not limited to, any reversionary interest It is the intention of this lease to cover and include any mineral interest which the Lessor may which Lessor may acquire in the same, by prescription of nonuse.

# ADDITIONAL TERMS AND PROVISIONS:

- The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict. 1.
- Lessee shall bury and maintain all pipelines below ordinary plow depth (36"). ä
- Lessee shall pay all damages, caused by Lessee's operations hereunder to crops, including grass, and restore as nearly as practical, said premises to the same conditions and contour as previously existed, upon termination of this lease. ŝ
- years from the expiration of the original primary term. This option may be exercised by Lessee, in total, on or before the expiration date of lease by paying and delivering to Lessor at the above address, the sum of \$12.00 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years. Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) 4.

BOOK 718 PAGE 274

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DALE F YOUNKER AND PAULA J YOUNKER	HUSBAND AND WIFE (W) A 2 & PLU.	204 Am Street Jetmore , Kansas 67854 hereinafter called Lessor (whether one or more).
Detween		auiling address is 20. BoX 745

hereinafter called Less	e :
AUT ALT NIGOL JELMORE, Kansas 6/854	Samuel Gary Jr. & Associates, Inc

called Less 1670 Broadway, Suite 3300, Denver, CO 80202

ting Lesser, in consideration of <u>Ten and Other Valuable Considerations</u> Dollars (<u>5</u>10,00) in hand paid, receipt of which is he acknowledged and of the myabites herein provided and of the agreements of the lessee herein contained, hereby grants, lesses and lets exclusively unio lessee for the purpose of investiga exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all geses, and their respective constituent products, injecting a valer, other fluids, and after into subsurface strate, laying pipe lines, starting of, building tanks, power stations, telephone lines, and other structures and itenses and integrees, as and near structures and things thereon to produce, saw, care of treat, manufacture, process, stare and transport said oil, liquid hydrocarbons, telephone lines, and other structures and three produces, saw, and other structures and transport said oil, liquid hydrocarbons, telephone lines, and other structures and three and the produces, saw, and other structures and transport said oil, liquid hydrocarbons, telephone lines, and other structures and three produces and their expective constituent products and other products manufactured therefrom, and how and other products the following described land, together with my reversionary rights and after-acquired interest.

Ellis therein situated in County of

DESCRIPTION. A PART HEREOF FOR PROPERTY ATTACHED HERETO AND MADE "Y" SEE EXHIBIT

Kansas

State of

to-wit:

follows

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and all 160.00 and containing 16 West Range South 15 Township 6 thereto. In Section accretions

long thereafter as oil, maintained in effect is otherwise Se te "primary i of Three (3) years from this date (called produced from said land or land pooled therewith e for a term of them, is p force f 6 E. Subject to the provisions berein contained, this lease shall remain liquid hydrocarbons, gas or other respective constituent products, pursuant to the provisions hereof.

pue 욉 202 consideration of the premises the said lessee È.

saved from ЪЩ. produced oil (1/8) part of all aighth ġ. said land, 8 wells connect **Van** which Lessee of cost, in the pipe line to credit of Lessor, free lst. To deliver to the the leased premises.

2nd. To pay Lessor for gas, (including casinghead gas) of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, e-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 net proceeds received by Lessee from such sales, such net proceeds be less a proportionate part of the production, severance, or other excise **taxes and** the **cost** incurred by Lessee from such sales, such net proceeds processing, compressing, or otherwise making any such gas mechantable) for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be defended. he ga nade 

This lease may be maintained during the primary term hereof without further payment or drilling operations. If at the expiration of the primary term of this lease, oil or gas is not being protocol on the leased premises or on accessing that the expiration of the primary term of this lease, oil or gas is not being as operations are based premises or on accessing protocol or unitized threewil), and operations thereon, then this lease shall continue m force so long is soperations use based continuewers of on accessing posted or unitized threewil), and operations thereon, then this lease shall continue m force so long that one bundled and twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after the accumentations or an accessing protocol or writtend the beginning of operations for the drilling of a subsequent well. If after the order and the relevant of the leased premises or on accessing protocol or writtend the beginning of operations for the drilling of a subsequent well. If after the second contained of the leased premises or on accessing posted to the protocol as a transport of the beginning of operations should case from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations while one hundred and twenty (120) days from the date of cessions for the date of completion of a dy hole. If oil or gas in the factor of a subsequent well with the production and production of from the date of completion of a dy hole.

If after the primary term one or more wells **on the** lease premises or lands pooled or untized therewith are capable of producing oil or gas or other substances covered hereby, but such **well** are either shut in or production therefrom is not being sold by Lessee, such well or wells are either shut in or producing for the purpose of mainlaining the lease. If **for m** period of misely) consecutive days such well or wells are shut in or producion therefrom is not solut by Lessee, the Lesses that pay argregate are start in wells are either are start an evertheless be deemed to be producing for the purpose of mainlaining the lease. If per active then covered by this lease, such payment to be made to Lesseo are not being and the exportation of the said nuecy (90) day period and the reather on or before ead annuversary date of this lease of the lease extra more and the exportation of the said nuecy (90) day period and the until the ead of the next hollowing annueversary date of this lease that cost and an uneck (90) day period and the until the ead of the next hollowing annueversary date of this lease that costation so there see, provided that if this lease is not and the until the end of the next hollowing annueversary date to this lease that costation of such operations or production costary, as the **case** may be. Lessee's failure to properly pay sint-in royally shall reder Lessee liable for the amount due, but shall **not** operate to tarminate this lease.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royatties (including any shut-in royattics) herein provided shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee. 5

except water from the wells of lessor

ee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon,

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth. No well shall be drilled nearer than 200 fret 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.

casing. 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

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

nises and thereby surrender this described prem 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 as to such portion or portions and be relieved of all obligations as to the acreage surrendered. case

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 part, nor lessee held liable in damages, for failure to comply therewith, it compliance is prevented by, **or** if such failure is the result of, any such Law, Order, Rule or Regulation, including costrictions on the drining and production of wells, and regulation of the price or transportations or only and this lease shall not be terminated, in whole or other operations or obligations under drining and production of wells, and regulation of the price or transportations or of only as or other substance covered hereby. When drilling, reworking, production or other contrations or obligations under this lease are prevented or delayed by such laws, nees, regulations or other sublicity the laws. When drilling, reworking, production or other electricity, fuel, access or easements, **ar** by an act of God, strike, lockout, **or** other industributed is the public entry. **wa**, blockade, public of, the stroks for production, or by any production, or by any production, or by any production, or by any contrained action, giventance detertion the public entry. **Wa**, blockade, public of purchasers or carriers to take or transport such production, or by any other and the statements, **ar** by an act of God, strike, lockout, **or** other industrial disturbance, act of the public entry. **Wa**, blockade, public of purchasers or carriers to take or transport such production, or by any other and the statements, **ar** by an and of God, strike, lockout, **or** other industrial disturbance, act of the public entry. **Wa**, blockade, public of, the stress and the state action take or transport such production, or by any other action meeting along, trestand and the state action action of a block act of an action action action action act actions to take or transport such production, or by any action actions are so prevented or delay valut.

je je Lesson 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 i mortgages, taxes or other lieus on the above described lands, in the vertext of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, themselves and their heirs, successors and assigns, hereby surrender and release all night of dower and homestead in the premises described herein, in so far as and right of dower and homestead may in any way affect the purposes for which this lease is made, as received herein.

Lesses, at its option, is hereby given the right and power to pool, unitize or combine the acreage covered by this lesse or any portion thereof with **other** land, **lesse** or leases in the immediate vicinity thereof, when in lesses'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. **30** as to other minerals in and under and that may be produced from said premises, and to possible to do so in **order** to properly develop **and** operate said lease premises so as to promote the conservation of oil. **30** acres acching the event of an oil well, or into a unit or units not exceeding **40** acres sath in the event of a more the mease surface and the and heat and the main to a unit or units not exceeding **40** acres sath in the event of a root with **40her** land, **1** eccoult in the event of an oil well, or into a unit or units not exceeding **40** acres sath the event of a gas well. Lesses shall recould in a tract or unit shall the county in which the lead heat heat edit instrument identifying and describing the pooled or unitized acreage. The entire acreage so pooled **6 multized** in the state at the instrument identifying and describing the pooled or units lease. If production is found on the pooled **6 multized** in the state at the atreage so pooled **6 multized** in the shall be treated in this lease. If production is not the pooled **6 multized** in the state at a units pooled **6 multized** in the state at a tract or units that the event of not the pooled **6 multized** in the state at a not one of the pooled **6 multized** in the state at a not one in the pooled **6 multized** in the state at a state at a state of the more the well or wells be located on the premises covered by this lease or not. In leave other and the provide the state at a state at at a state at a state at

This lease may be signed in any numbers of counterparts and shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those as possibility on the contributing some of the Lessors above named who may not have joined in the execution hereof. The word "Lessor" as used in this lease shall mean the party or parties who executed this lease as Lessor, as used in this lease shall mean the party or parties who executed this lease as Lessor, as used in this lease shall mean the party or parties who

Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those here in specified or not and whether now known or not, including the drilling of holes, use of torsion balance, setsmograph explosions, magnetometer, or other geophysical or geological metuments, tests or procedures, for the purpose set information or hour metano and and a complexity is fail be the recuistive property of Lessee, and Lessee hard a portion of the consideration paid herein is for advance payment of nationary damages that a portion of the consideration paid herein is for advance payment of usual sectorary damages that a portion of the consideration paid herein is for advance payment of usual and customary damages that a portion of the consideration paid herein is for advance payment of usual and customary damages tenant (if Lessor has a tenand) will be complexated accordingly, or Lessee may elect to repart to a complexion for the reades in the wheat, pasture or field, road use, compaction etc.) If any extraordinary damages should occur, at Lessor's discretion, Lessor may consideration and herein is for advance payment of usual and customary damages tenant (if Lessor has a tenant) will be compensated accordingly, or Lessee may elect to repart the damages in lieu of compensation.

PROVISIONS AND SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS

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

Witnesses

formher YOUNKER DALE F. YOUNKER 0 PAULA J. Y

20 3 **G** PAGE 0 Ó BOOK

Attached to and made a part of that Certain Oil and Gas Lease dated September 15, 2006, by and between, DALE F YOUNKER, ET UX, as Lessor, and SAMUEL GARY, JR. & ASSOCIATES, INC., as Lessee.

## PROPERTY DESCRIPTION:

# **TOWNSHIP 15 SOUTH - RANGE 16 WEST**

### **SECTION 19:**

That certain tract or parcel of land estimated to contain <u>160.00</u> acres, more or less, and being described as the Southeast Quarter (SE/4) of Section 19, Township 15 South, Range 16 West, Ellis County, Kansas. It is the intention of this lease to cover and include any mineral interest which the Lessor may own in and to the above described tract, including streets, roads, canals, drainage ditches, rights of way or other servitudes, including, but not limited to, any reversionary interest which Lessor may acquire in the same, by prescription of nonuse.

# ADDITIONAL TERMS AND PROVISIONS:

- The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict. ..
- Lessee shall bury and maintain all pipelines below ordinary plow depth (36"). сi
- Lessee shall pay all damages, caused by Lessee's operations hereunder to crops, including grass, and restore as nearly as practical, said premises to the same conditions and contour as previously existed, upon termination of this lease. eri.
- Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee, in total, on or before the expiration date of lease by paying and delivering to Lessor at the above address, the sum of \$12.00 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years. 4

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(\$ 10.00 lefs exclusively unto lheir respective consti is threfore to produce	(ucut products, injecting gas, water, of 5 save, take care of treat, manufacture, of otherwise caring for its analyticase	Dollars ( $\frac{5}{5}$ 10.00 ) in hand paid, receipt of which is hereby as and lets exclusively unto Lessee for the purpose of investigating, exploring by	, hereinafter called Lessee:	<ul> <li>hereinafter called Lessor (whether one or inore).</li> </ul>
and       High Plains Energy Partners, LLC       heremafter called Lessor (whether one or more),         1515 Wynkoop, Suite 700, Denver, CO 80202       heremafter called Lessor (whether one or more),         Lessor, in consideration of       Ten and Other Valuable Considerations       heremafter called Lessoe         Lessor, in consideration of       Ten and Other Valuable Considerations       Dollars (\$10,00)       in hand paid, receipt of which is hereby grants, lesses and lets exclusively unto Lessee of the Energy of the Lessee there contained, hereby grants, lesses and lets exclusively unto Lessee of the purpose of twestigating, exploring by and manopures and only building tarks, power stations, telephone lines, and other structures and their respective constituent products and other mendeuter manufacture, hereby grants, lesses, and their respective constituent products and only including tarks, noter constituent products and only including tarks, power stations, telephone lines, and other structures and their respective constituent products and other mendeust manufacture, hereby store	air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, leferbhone lines, and approximations, and gaster respective constituent products, injecting gas, water, other fluids, and and internet respective constituent products and their respective constituent products. Injecting gas, water, other products, special and and the respective constituent products and transport an	Ten and Other Valuable Considerations in provided and of the agreenents of the Lessee herein contained, hereby grants, le ing drilling, mining and operating for and productive oil. Inuit hydrocerhons all so	1515 Wynkoop, Suite 700, Denver, CO 80202	and High Plains Energy Partners, LLC

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FOR PROPERTY DESCRIPTION. 60. MADE A PART HEREOF 16 West AND Range SEE EXHIBIT "A" ATTACHED HERETO 15 South ship 6 In Sections accretions thereto.

and all ъ 8 Three (3) from said land or land force for a term of of them, is produced

liquid to the oil, er as long thereaft ain ain and term") led "primary lease is othe (call this therewith or I years fre Subject to the provisions herein contained, this lease shall remain in hydrocarbons, gas or other respective constituent products, or any provisions hereof. the premises | in consideration of the

Ę from saved and produced <u>o</u> one-eighth (1/8) part of all equal Ę said land, I g wells ( connect **T**BY which Lessee the premises the said Lessee covenants and agrees: credit of Lessor, free of cost, in the pipe line to Ist. To deliver to the premises.

2nd. To pay Lessor for yas, (including casmulted gas) of whatsoeven 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 Lessor, in no event more than one-eighth (1/8) of the net proceeds received by Lessor four such as the sold by Lessor, in no event more than one-eighth (1/8) of the net proceeds received by Lessor four such as the sold by Lessor, in no event more than one-eighth (1/8) of the net proceeds received by Lessor from such as used not proceeds to be less a proportionate part of the production, severatore, or other excise taxes and the cost the case in the manufacture of the provident store taxes and the cost taxes and the cost and the cost as the net proceeds to be less a proportionate of the production, severatore, or other excise taxes and the cost taxes and the manufacture of the provident for the removal of nitrogen, helium or other impurities in the gas, processing, compressing, or other manufacture of the provident store taxes and the cost used off the premises, or in the manufacture of products therefrom, and payments to be made monthly.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If at the expiration of the primary term of this lease, oil or gas is not being produced on or three leases on or acreage pooled or untitacid therewith but Lessee is then emgaged in drilling, revorting operations thereon, then this lease shall continue in force so forg as operations are being produced on to the lease pooled or untitacid therewith, but Lessee is then emgaged in drilling, revorting operations thereon, then this lease shall continue in force so forg as operations are being solid elapse between the completion or abardonment of one well and twenty (120) tays is the devouted if not more than one hand one than one butter and twenty (120) pooled or untitacid therewith, the production should cone well and the beginning of operations frace and twent well. If after discovery of oir or spaced mater are are the norted and one than on

If after the primary term one or more wells on the tesse premises or lands pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production is not being sold by Lessee. Such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining it he lease. If for a period of muet (90) payment to be module or wells are such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining it herease. If for a period of muet (90) per acted and there for wells are sold by Lessee, the Lessee, the Lessee the Lessee the Lessee the Lessee the Lessee the Lesse of the purpose of maintaining it herease. The production therefore and more reproduction the more reproduction therefore and nevel by this lease, such well or wells are not and there is a marker say date of this lease. Such well the well or wells are shut in or production therefore is not shorts well and the reprose for an interview pay of the lease. If this lease is in us printary term or otherwise being mainters, or if production is being sold by Lessee. Provided that if this lease is in us printary term or otherwise being mainters, or if production is being sold by Lessee. Provided that if this lease is in us printary term or otherwise being mainters or and premises or lands production is being sold by Lessee. Provided that if this lease is in us production therefore and more space of the next following antiversary date of this fease sold by Lessee from another well on the past premises or lands production therefore is not production therewith, no shut, no value as the next following antiversary date of this production is the lease the next following antiversary date of this production is the lease that cessation of the next following antiversary date of this production is the next following antiversary date of this production is the next of the next in the next of the next of the next is on production therefore and neversatit

for shall be royalties) herein provided If said Lessor owns a less increast in the above described land than the entire and undivided for simple estate therein, then the royalties (including any shut-in paid the said Lessor ownly in the proportion which Lessor's interest bears to the whole and undivided for.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor. When requested by Lessor, Lessee shall bury Lessee's pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall have the right at any time to remove alf 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 then heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royatics shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment of a true copy thereof. In case Lessee assigns this lease, in whole or in part, Lessee shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or of assignment.

taxes lieirs. 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, or other lists on the above described lands, in the event of default of payment by Lessor, and be subtogated to the rights of the holder thereof, and the undersigned Lessors. For themselves and there successors and assigns, hereby structeds and the reserves and hower and hower and homestead in the premised sectived the structed reasors. For themselves and the successors and assigns, hereby structeds and the inselves and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purpose which this lease is made, as recited herein.

Lesses at the option, is hereby given the right and power to pool, unitize or combine the acreage covered by this lesse or any portion thereof with other land, lease or leases in the immediate vicinity under and that may be produced from said premises, such pooling or unitized to properly develop and optimates and to be mino a unit or units not exceeding 640 acres and in the event of an sixt. Lesses that more than one performance the comparison of a gas with the event of an oil well. The event of the acreage many soft exceeding 640 acres and in the event of a gas with the acreage in shall be transited. For all performances are provided that may be production in the intervention of a gas with the acreage and the compresence of the county much the land therem lass of production is held therem lass of production is held to millise and the millise on production in the premises covered by this tasse. If production is had therem lass is the amount of this acreage as pooled or unitized in the pennises covered by this tasse. If production is had therem lasses the amount of this acreage and the amount of the availy simulated herem is a failed the acreage. It is the account with the land therem lasses of the another of the another the well or wells to located the amount of this acreage to production is had the ambient lesses. If a such a state and or the another the and the ambient lesses of the amount of this areage and accenting the amount of this areage and accenting the areage and the ambient lesses. If a such and the area and a state and and the area and accenting the area and a state and and the area and accenting the area and and the area and accenting the area and antical lesses and and the area and accenting the area and area and

Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and whether now known or mot, melding the drilling of fholes, use of foreison balance, seismograph explorement, constromethy and therein specified or not and whether now known or and geophysical information. All information obtained by the sections, magnetorinetre, or other geophysical or geological information is of incomation of the purpose of securing geological cortex constrained by the function of the purpose of securing geological information of the consideration path explosions, magnetorinetre, or to task of the purpose of securing geological cortex constructions and Lessee and Lessee therin agree that a portion of the consideration path herein is for advance payment of tasks in a constant and the consideration of the consideration path herein is for advance payment of tasks and customark damages associated with actions of the consideration path herein is for advance payment. Lessor is and customark funges associated with action of the consideration path herein is for advance payment of the consideration path herein is for advance payment (if Lesser is a remain (if Lesser is compaction etc.). If any extraordinary damages should occur, Lessor on its tenant (if Lesser is tenant) with be comparations (i.e.: the index), and unsue the attender and the comparations (i.e.: the index) and tester attender the damages into of comparations (i.e.: the index) and tester attender the damages into of comparations (i.e.: the index) and tester attender the comparations (i.e.: the index).

Lessor (and Lessee) herein agree to less and except from the terms of this Oil and Gas Lease any currently existing oil and/or pas well(s), hore hole(s) or other related facilities located on the therinabove described lease premises. Lessor further agrees that Lessee shall not be liable nor shall Lessee have the obligation to plug and abandon any of said existing oil and/or gas well(s), hore hole(s) or other related facilities located on the related facilities.

PROVISIONS "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS AND SEE EXHIBIT

and year first above N WITNESS WHEREOF, the undersigned execute this instrument as of the day

STATE OF
My commission expires
STATE OF <u>Virginic</u> COUNTY OF <u>Adject V</u> ACKNOWLEDGMENT FOR INDIVIDUAL (KSOKCONE) The foregoing instrument was acknowledged before me this 22 day of <u>JUU</u>
My commission expires DN 30,2011 Van L NORMY 1 D D Commission expires DN 70,201 Commission of Nighta Not ny weble
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poration, on behalf of the corporation. / commission expires

Attached to and made a part of that certain Oil and Gas Lease dated June 29, 2009, by and between PETER F. CULVER, ET AL, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee. LESSOR NAMES AND ADDRESSES:
Peter F. Culver, marital status unknown, whose address is declared to be P.O. Box 55, Avon, CT 06001;
Elizabeth P. Culver, marital status unknown, whose address is declared to be 5236 Winter View Drive, Alexandria, Virginia 22312;
Anne P. T. Culver, marital status unknown, whose address is declared to be 24 George Street, Guilford, Connecticut 06437;
Russell C. Clark, Jr., <i>marital status unknown</i> , whose address is declared to be 1444 St. David's Lane, Vero Beach, Florida 32967;
Mary Dorothea Culver Williams, marital status unknown, whose address is declared to be address unknown;
PROPERTY DESCRIPTION:
<u>TOWNSHIP 15 SOUTH – RANGE 16 WEST</u>
SECTION 19:
That certain tract or parcel of land estimated to contain <u>160.00</u> acres, more or less, and being described as the Southwest Quarter (SW/4) of Section 19, Township 15 South, Range 16 West, Ellis County, Kansas.
It is the intention of this lease to cover and include any mineral interest which the Lessor may own im and to the above described tract, including streets, roads, canals, drainage ditches, rights of way or other servitudes, including, but not limited to, any reversionary interest which Lessor may acquire in the same, by prescription of nonuse.
ADDITIONAL TERMS AND PROVISIONS:
1. The provisions of this <b>EXHIBIT</b> "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
2. Lessee shall bury and maintain all pipelines below ordinary plow depth (36").
3. Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee, in total, on or before the expiration date of lease by paying and delivering to Lessor at the above address, the sum of \$20.00 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.

EXHIBIT 'B''	Attached to and made a part of that certain Oil and Gas Lease dated June 29, 2009, by and between PETER F. CULVER, ET AL, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.		PETER F. CULVER	ANNE P. T. CULVER	RUSSELL C. CLARK, JR.	MARY DOROTHEA CULVER WILLIAMS					
EXH	Attached to and made a part of that certain between PETER F. CULVER, ET AL, PARTNERS, LLC, as Lessee.	LESSOR NAMES AND SIGNATURES:	YURI L MORANAYA Norary Public Commonwealth of Virginia 7107924 My Commission Explose Apr 30, 2011								

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14 <sup>th</sup> day of November	SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
AGREEMENT, Made and colored into the_	by and between

2006

### ADDRESSES AND S NAMES FOR LESSOR

hereinafter called Lessor (whether one or mo-		er, CO 80202 hereinafter called Less
	Samuel Gary Jr. & Associates, Inc	1670 Broadway, Suite 3300, Denv
whose mailing address is	and	

ssor, in consideration of <u>Ten and Other Valuable Considerations</u> <u>Dollars (\$ 10,00</u>) in hand paid, receipt of which is hereby ged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, lesses and lets exclusively unto lessee for the purpose of investigating, y geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent produces, singectarg, nanufactures, store and transport side (in the store) produce, save, lake 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, lake it, manufacture, process, store and transport side oil, liquid hydrocarbons, gases and other structures and things thereon to produce, save, lake it, manufacture, process, store and transport side oil, liquid hydrocarbons, gases and their respective constituent produces and other structures and things thereon to produce, save, lake it, manufacture, process, the following described land, together with any reversionary rights and after-acquired interest. exploring by geophysical and other mean gas, water, other fluids, and air into subsu care of treat, manufacture, process, store and otherwise caring for its employees, th Lessor, in c /ledged and c

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long ") and as lo otherwise E.S of Three (3) years from this date (called "primary ter produced from said land or land pooled therewith or this lease force for a term of them, is p 년 묘.

thereafter as oil, intained in effect Subject to the provisions herein contained, this lease shall remain liquid hydrocarbons, gas or other respective constituent products, pursuant to the provisions hereof. In consideration of the premises the said lessee covenants and agree covenants and agr consideration of the premises the said lessee

oil produced and saved from one-eighth (1/8) part of all said land, the equal 5 connect wells may of cost, in the pipe line to which Lessee 1st. To deliver to the credit of Lesson, free leased premises.

<sup>2</sup>nd. To pay Lessor for gas, (including casinghead gas) of whatsoeven 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 net proceeds received by Lessee from such safes, such net proceeds to be less a proportionate part of the production, severance, or other excess taxes and the cost meutra of the preciming, treating for the removal of nitrogen, helium or other impurities in the gas, processing, compressing, or otherwise making any such gas mechantable) for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made notify.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on accesse pooled or unitized therewith but Lessen is then engaged in drilling, reworking operations thereon, then this lease shall continue in force so long the norm of the primary term of this lease, oil or gas is not being the orthously prosecuted on the leased premises or on accesse pooled or unitized therewith, and operations shall be considered to be continuously prosecuted if not more the norm of the primary term of this lease shall continue in force and operations shall be considered to a subsequent well. If after diamon on thing the drilling of a subsequent well. If after diamon or gas on the leased premises or on accesse pooled or unitized therewith, the production should decase for any case after the primary term, this lease shall not more discovery of oil or gas on the leased premises or on accesse pooled or unitized therewith, the production should decase for any case after the primary term, this lease shall not reminate if our or gas on the leased premises or on accesse pooled or unitized therewith (1/20) days from the date of constraints from the date of completion of a dry hole. If of or gas on the leased premises or on accesse pooled or unitized therewity (1/20) days from the date of cessentions of production or from the date of completion of a dry hole. If of or one shall not decay of the stall be discovered and produced as a result of such operations, this lease shall continue in full force and effect so long as oil or gas is produced from the leased premises or on accesse pooled or unitized therewith.

If after the primary term **one** or more wells **on the** lease premises or lands pooled or unitized therewith are capable of producing **oil** or gas or other substances covered hereby, but such **well or** wells are either shut in **or** production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of mantaning the lease. If **for a** period of mercy (90) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, the Lessee shall pay **an** aggregate shut-in royalty of One Dollar (51.00) thereafter on or before each annew rest. The such as a such well or wells are shut in or production therefrom is not sold by Lessee, the Lessee shall pay **an** aggregate shut-in royalty of One Dollar (51.00) thereafter on or before each annew rest. The same matches are a shut in or production therefrom is not being sold by Lessee from another well on the lesse at marety (90) day period and or otherwise being maintained by operations, **or** if production is being sold by Lessee from another well **on** the free dominers (90) thereafter on or before each annew rest. For vide that if this lease (in its primary term or otherwise being maintained by operations, **or** if production is being sold by Lessee from another well **on** the ead primises of and spoled or multized therewith. **no** shut-in royalty shall be due until the end of the next following anniversary date of this lease that cease that cost on cours, **as** the **case** may be. Lessee's failure **to** properly **pay** shut-in royalty shall be due until the end of the mount due, but shall **not operate to** terminate this lease.

provided herein royalties) ' shut-în ı royalties (including any said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the s paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee. S A llada j.

of lessor. wells Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the 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 barm now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said premises without written consent of lessor.

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 otherge in the ownership of the land or assignment of rentals or royalities shall be binding on the lesse until after the lesse has been furnished with partitions successors or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be binding on the lesse until after the descendent with 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 lesses as to such portion or portions and be releved of all obligations as to the acreage surrenderd. All express or implied covenants of this lesse shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lesse shall not be terminated, in whole or textus to the drilling and production of organizes. Orders, Rules or Regulations, and this lesse shall not be terminated, in whole or textus to the drilling and production of wells, and regulation of only ago or other substance covered hereby. When diffing, reworking, production or other experistions on the drilling and production or wells, and regulations of the substance cover dhereby. When diffing, reworking, production or other experisions or obligations are obligations of the substance cover dhereby. When diffing, reworking, production or other explorations or obligations or obligations or obligations or obligations or obligations of the taxes are been were the industrial disturbance, act of the public acreed hereby. When diffing, reworking, production or other explorations or other action are accestents, while are state, bockout, or other industrial disturbance, act of the public enemy, war, blockade, public not, lightening, fire, storm, flood or other action areadon, or by analytic or basin a satisficatory market for y relation, or by analytic fire, storm, those or dranks or transport such production, or by an at of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public not, lightening, fire, storm, to the areason of the access or string above or otherwise, which is no created action, governmential action, governmential action, governmential above, or other industrial above or otherwise, which is not overlaging or other action approduction, or by analytic above or otherwise, which is not reas

or lessor, by payment any te undersigned lessors, for s said right of dower and 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 mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subtogated to the rights of the holder thereof, and the themeelves and their herics, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as a 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, unitize or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the munediate 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 40 acres each in the event of an oil well. On time a unit or units more exceeding 40 acres each in the event of a roll well. On time a unit or units more exceeding 40 acres each in the event of an oil well. On time a unit or units more exceeding 40 acres each in the event of a gas well. Lesses shall exceen in writing and record in the converted or the formation are another and to be into a unit or units not exceeding the county in which the land here meases, with the event of an oil well. On this stated an instrument identifying and describing the pooled or unitized acreage. The entire agreege so pooled or unitized more a tract or units and index and index and the econd in the econvergation for a flat acreage and production is had from this lease, whether the well or wells be located on the premises covered by this lease. If production is hourd on the pooled on unitized acreage, if such production is not from the pooled on unitized acreage. If such a production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In flat of the royalties on production from the production and the ready and from the production is had from this lease, whether the well or wells be located on the premises covered by this lease or not in flat or the production from the product

on execution hereof as to bis or her interest and shall be binding on those word "Lessor" as used in this lease shall mean the party or parties who This lease may be signed in any number or numbers of counterparts and shall be effective as to each Lessor is gaining, notwithstanding some of the Lessors above named who may not have joined in the execution hereof. The execute this lease as Lessor, although not named above.

Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to **those herein** specified or not and whether now or not including the drilling of holes, use of torsion balance, seisnograph explosions, magnetometer, or other geophysical or geological instruments, tests or procedures. for the purpose of securing geological methods whether similar to **those herein** specified or not and whether now of securing geological instruments, tests or procedures. for the purpose self such information without Lessor soft method on of the consideration paid be the recuistor property of Lessor, and Lessee herein agee that a portion of the consideration paid before payment of usual and ensignments associated with sessor spread.

PROVISIONS AND TERMS SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL

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

Witnesses:

J alloca S TIMOTHY L. CHUMACHER SCHEMACHER TAMMY L.

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Attached to and made a part of that Certain Oil and Gas Lease dated November 14, 2006, by and between, TIMOTHY L. SCHUMACHER, ET UX, as Lessor, and SAMUEL GARY, JR. & ASSOCIATES, INC., as Lessee.	e dated November 14, 2006, by sor, and SAMUEL GARY, JR.
LESSORS NAMES AND ADDRESSES:	
TIMOTHY L. SCHUMACHER and TAMMY L. SCHUMACHER, husband and wife, whose address is 688 330 <sup>th</sup> Avenue, Victoria, Kansas 67671;	, husband and wife, whose address
JOSEPH L. SCHUMACHER, a single person, whose address is 688 330 <sup>th</sup> Avenue, Victoria, Kansas 67671.	88 330 <sup>th</sup> Avenue, Victoria, Kansas
PROPERTY DESCRIPTION:	
<u>SECTION 30:</u>	VEST
That certain tract or parcel of land estimated to contain <u>160.00</u> acres, more or less, and being described as the Northwest Quarter (NW/4) of Section 30, Township 15 South, Range 16 West, Ellis County, Kansas.	cres, more or less, and being <sup>*</sup> wnship 15 South, Range 16
It is the intention of this lease to cover and include any mineral interest which the Lessor may own in and to the above described tract, including streets, roads, canals, drainage ditches, rights of way or other servitudes, including, but not limited to, any reversionary interest which Lessor may acquire in the same, by prescription of nonuse.	iterest which the Lessor may ds, canals, drainage ditches, o, any reversionary interest
<b>ADDITIONAL TERMS AND PROVISIONS:</b>	
1. The provisions of this <b>EXHIBIT</b> " <b>A</b> " shall control and supe and gas lease when such terms conflict.	shall control and supersede the terms of the attached oil
2. Lessee shall bury and maintain all pipelines below ordinary plow depth (36")	w depth (36").
3. Lessee shall pay all damages, caused by Lessee's operations hereunder to crops, including grass, and restore as nearly as practical, said premises to the same conditions and contour as previously existed, upon termination of this lease.	under to crops, including grass, and s and contour as previously existed,
4. Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee, in total, on or before the expiration date of lease by paying and delivering to Lessor at the above address, the sum of \$12.00 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.	/ term of this lease for an additional two (2) This option may be exercised by Lessee, in ing and delivering to Lessor at the above In the event Lessee exercises this option, Should this option be exercised as herein it this lease originally provided for a term of
5. Lessors herein direct all monies accruing under the terms of this lease, whether it be Bonus, Rentals, or Royalties, to be paid in the following proportions:	f this lease, whether it be Bonus,
TIMOTHY L. SCHUMACHER and TAMMY L. SCHUMACHER	50%
JOSEPH L. SCHUMACHER	50%

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AGREEMENT.



AGREEMENT, Made and entered into the 9 <sup>th</sup> day of August 2006
by and between KENNETH G. MEDER and BEVERLY J. MEDER, husband and wife
whose mailing address is 1603 E 28 <sup>th</sup> Street Terrace, Hays, Kansas 67601 hereinafter called Lessor (whether one or more), and 1670 Broadway, Suite 3300, Denver, CO 80202 hereinafter called Lesses
Lessor, in consideration of <u>Ten and Other Valuable Considerations</u> Dollars ( <u>\$ 10.00</u> ) in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lease effor the purpose of investigating, gas, water, other fluids, and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting care of treat, manufacture, process, store and transport said oil, liquid hydrocarbons, all gases, and their respective constituent products, save, take care of treat, manufacture, process, store and transport said oil, liquid hydrocarbons, all gases, and their respective constituent products, and other structures and things thereon to produce, save, take care for the produces, the following described land, together with any reversionary rights and after-acquired interest.
therein situated in County of <u>Ellis</u> State of <u>State of Kansas</u> described as follows to-wit: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPERTY DESCRIPTION. In Section <u>30</u> Township <u>15 South</u> Range <u>16 West</u> and containing <u>200,00</u> acres, more or less, and all accretions thereto.
Subject to the provisions herein contained, this lease shall remain in force for a term of <u>Three (3)</u> 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 pooled therewith or this lease is otherwise maintained in effect In consideration of the provisions hereof. In consideration of the previses the said lessee covenants and agrees: 18t. 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, (including casinghead gas) of whatsoever nature or kind moduled and and and and the same as need in the momenta of the same as a second in the momenta of the same as a second

In hereof without further payment or drilling operations. If at the expiration of the primary term of this lease, oil or gas is not being treed therewith but Lessec is then engaged in drilling, reworking operations thereon, then this lease shall continue in force so long tree the completion or arrange probled or initized interventi, and operations shall be considered to be continuously prosecuted if not more see the completion or attandament of one well and the beginning of operations for the drilling of a subsequent well. If after pooled or unitized therewith, the production abound cases from any cause after the primary term, this lease shall not terminate if a within one hundred and twenty (120) days from the date of cossidion of production or from the date of completion of a dry hole, and operations, this lease shall continue in full force and effect so long as oil or gas is produced from the leased promises or on at the well, (but as to gas sold by Lessee, in no event more than one-eighth (18) of the net proceeds arcset of an anutature of any products therefore production, severance, or other excise taxes and the cost incurred by Lessee in a delivering, treating for the removal of nitrogen, helium or other impurities otherwise making any such gas mechaniable) for the gas sold, used off the premises, or in the manufacture of products thereform, said payments to otherwise making any such gas mechaniable) for the gas sold, used off the premises, or in the manufacture of products thereform, said payments to This lease may be maintained during the primary turn her produced on the issued premises or on acreage pooled or unitized as operations are heng continuously prosecued and the leased pre-ting one hundred and twenty (120) days shall chapse between th discovery of oil or gas on the leased premises or on acreage pool Lessee commences additional drilling or reworking operations wit for all or gas shall be discovered and produced as a result of such acreage pooled or unitized threewith. one-eighth (1/8), at the market price, to be less a proportionate part of the line gas, processing, compressing, or made monthly.

If after the primary **term** one or more wells **on the** lease premises or **lands** pooled or unitized therewith are capable of producing **oil** or gas or other substances covered hereby, but such **well** are either subtrant **term** one or more wells are the thereby are entitly are either subtrant **term** one or more wells are shall nevertheless be deemed to be producing for the purpose of maintaining the lease. If **for a** period of minety (90), consecutive days such well or replaced to the producing the the upbose of maintaining the lease. If **for a** period of minety (90), consecutive days such wells are shall in or producing the lease, the areas then covered by this lease, such approxes the bases on the subtrant or producing the lease. The second primety that leases, such approxes the bases on a made to Lessee the arowerd by this lease, such approxes the base of the standard to be producing of the standard to be produced of the such area (100 metry) of 00 metry of 00 metry of 00 metry (90), day period and thereform is not before the anniversary date of this lease will a may the second on therefore the annively solut the reform is not being sold by Lessee; provided that if this lease in its primary term due until the end of the next following atter for the arowerd day the restrict on its being sold by Lessee from another well on the reform is not being sold by Lessee; provided that if this lease in its primary term due until the end of the next following atter with, **no** shur-in royally shall be shall render Lessee liable for the amount due, but shall **not operate to** carminations or production occurs, **as the case** may be. Lessees in properly **pay** sint-in royaly shall render Lessee liable for the amount due, but shall **not operate to** anniveled at this lease that cestations or production occurs, **as the case** may be. Lessee's failure to properly **pay** sint-in royaly shall be the mount due, but shall **not operate to** anniveled at the compart of the mount of the term of the terrowith, **no** shur-in royaly shall be the

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in 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.

wells of lessor

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

and remov : warb Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to

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, executor administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royathes shall be binding on the tessee until after the lessee has been furnished wi a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be binding on the disarious with respect to the assigned portion portions arising subsequent to the date of assignment.

and thereby surrender **iises** described pre 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 lesse 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 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, includi restructions on the dilling and poduction of views. And the price or transportation of oil, gas or other substance covered hereby. When drilling, reworking, production or oil operations or obligations under this lease are prevented or delayed by such laws, regulations or orders, or by inability to obtain necessary permits, services, material, wai obta sets or easements, or by un act of God, strike, lockout, or other industrial disturbance, are of the public to obtain necessary permits. Services, material, wai to the sect of nature, services or easements, or by une and specifically enumerated above or obtain necessary permits, services, material, wai obta set of nature, services, and specifically returbance, are of the public energy, within control of Lessee, this lesses of anti-tiste of nature, services or easements, or by una structed above or obtain settisfaction, or failures for production, or failures to accurate the term and production, or by una set of God, strike, lockout, or obtain settisfactory marks for production, or failures are arriter target of antices, services or easements, and specifically enumerated above or obtevise, which is not reasonably within control of Lessee, this lesses shall the provision or implied coverable. Laws, and appecifically enumerated above or delay shall be added to the term hereof. Lessee shall a terminate because of such prevention or delay, the period of such prevention or delay shall be added to the term hereof. Lessee shall are provision or implied coverables after and and area for such as prevented or delayed.

Lesson 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 lessor, 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 and right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lesses, at its option, is hereby given the right and power to poor, unitize or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the gas or other minerals in and under and thereof with other land, lease or leases in the gas or other minerals in and under and there is accessary or advisable to do so in order to properly develop and operate said lease premises as as to promote the convervation of oil. On cares each in the event of a noil well, or into a unit or mits not exceeding 40 users each provide that may be produced from said premises, such pooling or unitization to be of tradis configuous to one another and to be into a unit or mits not exceeding 40 users each in the event of a noil well, or into a unit or mits not exceeding 40 users each in the event of a mole man base structure and the conveyance records of the county in which the land here missed an instrument identifying and describing the county in which the land here the said an instrument identifying and describing the provided or multized acreage. The entire acreage so proded or unitized acreages of production is had from this position from the pooled on unitized acreage. The entire acreage so pooled or unitized acreage is a fir in were inducted in this lease. When the pooled only such portion of the royalties elsewhere here any or wells be located on the premises covered by this lease or not. In flow on the pooled or unitized acreage is the another mater and the notal acreage and the notal acreage the rowalty such portion of the royalties therein specified, leason be able to all the particular unit involved.

This lease may be signed in any number or numbers of counterparts and shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessors above named who may not have joined in the execution hereof. The word "Lessor" as used in this lease shall mean the party or parties who execute this lease as Lessor, although not named above.

Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to **those herein** specified or not and whether **now** throw or **not**, including the drilling of holes, use of torsion balance, stismograph explosions, magnetometer, or other geophysical or geological instruments, tests or procedures, for the purpose of securing geological and geophysical antomation. All information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee may disseminate or associated with seismograph operations (ic: tire tracks in the wheat, pasture or field, road use, compaction ect.) Tai are exclusive property of Lessees. The second meter area that a portion of the consideration paid heren is for advance payment of usual and customary damages associated with seismograph operations (ic: tire tracks in the wheat, pasture **or** field, road use, compaction ect.) Tai are rearoutianty damages should occur, **at** Lessor's discretion, Lessor or its teamation to be associated with seismograph operations (ic: tire tracks in the wheat, pasture **or** field, road use, compaction ect.) Tai we endotrianty damages should occur, **at** Lessor's discretion, Lessor or its **terant** (if Lessor has a tenant) will be compensated accordingly, or Lessee **may** elect to repair the damages in lieu of compensation.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS AND PROVISIONS.

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

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Attached to and made a part of that Certain Oil and Gas Lease dated August 9, 2006, by and between, KENNETH G. MEDER, ET UX, as Lessor, and SAMUEL GARY, JR. & ASSOCIATES, INC., as Lessee.

## PROPERTY DESCRIPTION:

**SECTION 30:** 

# **TOWNSHIP 15 SOUTH - RANGE 16 WEST**

That certain tract or parcel of land estimated to contain 200.00 acres, more or less, and being described as West Half of the East Half (W/2 of the E/2) and the Southeast Quarter Of the Southeast Quarter (SE/4 of the SE/4) of Section 30, Township 15 South, Range 16 West, Ellis County, Kansas.

It is the intention of this lease to cover and include any mineral interest which the Lessor may own in and to the above described tract, including streets, roads, canals, drainage ditches, rights of way or other servitudes, including, but not limited to, any reversionary interest which Lessor may acquire in the same, by prescription of nonuse.

# ADDITIONAL TERMS AND PROVISIONS:

- The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict. ....
- Lessee shall bury and maintain all pipelines below ordinary plow depth (36"). 5
- Lessee shall pay all damages, caused by Lessee's operations hereunder to crops, including grass, and restore as nearly as practical, said premises to the same conditions and contour as previously existed, upon termination of this lease. e,
- Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee, in total, on or before the expiration date of lease by paying and delivering to Lessor at the above address, the sum of \$12.00 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years. 4