

For KCC	Use:		
Effective	Date:		
District #			

Spud date: _

_ Agent: _

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form C-1 October 2007 Form must be Typed

SGA? Yes No Mus		NTENT TO DRILL All blanks must be Filled to the (5) days prior to commencing well
Expected Spud Date:		Spot Description:
month day	year	· · · Sec Two S.B. F.W.
ODEDATOR II		feet from N / S Line of Section
OPERATOR: License# Name:		feet from E / W Line of Section
Address 1:		Is SECTION: Regular Irregular?
Address 2:		
City: State: Zi		(Note: Locate well on the Section Plat on reverse side)
Contact Person:		County: Well #:
Phone:		Field Name:
CONTRACTOR: License#		
Name:		Target Formation(s):
		Nearest Lease or unit boundary line (in footage):
Well Drilled For: Well Class:	Type Equipment:	Ground Surface Elevation:
Oil Enh Rec Infield	Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext.	Air Rotary	Public water supply well within one mile:
Disposal Wildcat	Cable	Depth to bottom of fresh water:
Seismic ; # of Holes Other		Depth to bottom of usable water:
Other:		Surface Pipe by Alternate: I II
If OWWO: old well information as follows:		Length of Surface Pipe Planned to be set:
		Langeth of Conductor Directification
Operator:		Projected Total Depth:
Well Name: Original Completion Date: Original	Total Donth:	
Original Completion Date Original	iotai Deptii	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Yes No	Well Farm Pond Other:
If Yes, true vertical depth:		
Bottom Hole Location:		(Note: Apply for Permit with DWR)
KCC DKT #:		- Will Cores be taken?
		If Yes, proposed zone:
The undersigned hereby affirms that the drilling, c		FFIDAVIT lugging of this well will comply with K.S.A. 55 et. seq.
It is agreed that the following minimum requirement		
 Notify the appropriate district office <i>prior</i> to A copy of the approved notice of intent to dr The minimum amount of surface pipe as sp through all unconsolidated materials plus a 	rill shall be posted on each ecified below shall be se	t by circulating cement to the top; in all cases surface pipe shall be set
4. If the well is dry hole, an agreement betwee	en the operator and the dis	strict office on plug length and placement is necessary prior to plugging;
5. The appropriate district office will be notified		, ,
		ed from below any usable water to surface within 120 DAYS of spud date. #133,891-C, which applies to the KCC District 3 area, alternate II cementing
		pe plugged. <i>In all cases, NOTIFY district office</i> prior to any cementing.
must be completed main so days of the op		plaggod. In all cases, reprint all all of the prior to any completely
Submitted Electronically		
Jabililited Electronically		Damanharta
For KCC Use ONLY		Remember to:
		- File Drill Pit Application (form CDP-1) with Intent to Drill;
API # 15		- File Completion Form ACO-1 within 120 days of spud date; - File acreage attribution plat according to field proration orders;
Conductor pipe required	feet	Notify appropriate district office 48 hours prior to workover or re-entry;
Minimum surface pipe required	feet per ALT. I	Submit plugging report (CP-4) after plugging is completed (within 60 days);
Approved by:		- Obtain written approval before disposing or injecting salt water.
		- If this permit has expired (See: authorized expiration date) please
This authorization expires:	months of approval data	check the box below and return to the address below.

Well Not Drilled - Permit Expired Date: _ Signature of Operator or Agent:



IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

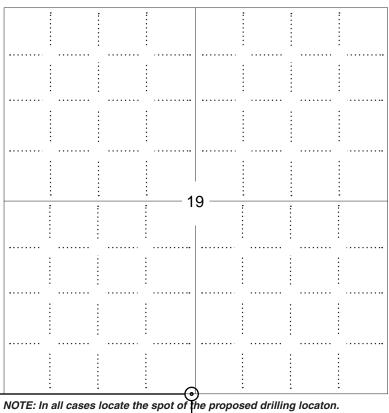
Plat of acreage attributable to a well in a prorated or spaced field

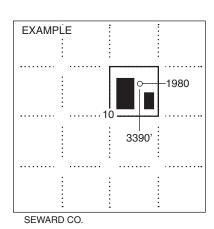
If the intended well is in a prorated or spaced field, please fully complete this side of the form. If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please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

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

PLAT

(Show location of the well and shade attributable acreage for prorated or spaced wells.) (Show footage to the nearest lease or unit boundary line.)





2580 ft.

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,
- 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: Emergency Pit Burn Pit Settling Pit Drilling Pit Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled) Is the pit located in a Sensitive Ground Water Is the bottom below ground level? Yes No Pit dimensions (all but working pits): Depth from If the pit is lined give a brief description of the material, thickness and installation procedure	Artificial Liner? Yes No Length (feet) from ground level to deepest point: e liner Describe proce				
		ccgy,			
Distance to nearest water well within one-mile	of pit	Depth to shallo	west fresh waterfeet.		
feet Depth of water well	feet		redwell owner electric logKDWR		
Emergency, Settling and Burn Pits ONLY: Producing Formation: Number of producing wells on lease: Barrels of fluid produced daily: Does the slope from the tank battery allow all flow into the pit? Yes No Submitted Electronically		Type of material Number of work Abandonment	bover and Haul-Off Pits ONLY: al utilized in drilling/workover:		
	KCC (OFFICE USE OF	NLY Steel Pit RFAC RFAS		
Date Received: Permit Num	ber:	Permi	it Date: Lease Inspection:		

AGREEMENT, Made

OIL AND GAS LEASE

AGREEMENT, Made used entered into the 15th day of October	2008
by and between. SYLVESTER APPLEHANS and DORIS T. APPLEHANS, HUSBAN	HUSBAND AND WIFE
57601 ber	hereinather called Lessor (whether one or more),
and High Plains Energy Partners, LLC 1560 Broadway, Suite 2100, Denver, CO 80202	, hereinafter called Lessee
Dollars (\$\frac{10.00}{10.00}\$) in hunts, leases and left exclusively unto Lessee for all gases, and their respective constituent products and things thereon to produce, save, take judicetured therefrom, and housing and otherwin	und paid, receipt on much purpose of investigations, injecting gas, where care of treat, manulaise caring for its emp
ELLIS Sue of Tracher Heberto Ann Mans A bast used of	described as follows to-wit;
NATIONAL TENETO AND MADE A PART HEREOF Numbrip 15 South Range 16 West and con	FOR PROPERTY DESCRIPTION. Maining 160.00 acres, more or less, and all
o the provisions herein contained, this lease shall remain in force for a term of Three (3) years from this date bons, gas or other respective constituent products, or any of them, is produced from said land or land pooled therewith or is hereof.	(called "primary term") and as long thereafter as oil, liquid this lease is otherwise maintained in effect pursuant to the
of Lesso	(1/8) part of all oil produced and saved from the leased
ncludi it, as i her ex itable,	the manufacture of any products therefrom, one-eighth state, such net proceeds to be less a proportionate other impurities in the gas, processing, compressing, or 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 of the leased premises or on acreage pooled or unitized therewith but Lessee is then urgaged in drilling, reworking operations therefor, then this lease shall continue in force s continuously prosecuted if not more than days shall elapse between the completion or abandonment of one well and the beginning of operations in the chilling of a subsequent well. If after discovery of oil or gas on the pooled or unitized therewith, the production subunded case from any cause after the primary term, this lease shall not termmane if Lessee commences additional drilling or revhanded and produced as production or from the date of completion of a type between the date of cessation of production or from the leased premises or on acreage pooled or unitized therewith.	ty term of this lease, oil or gas is not being produced on stall continue in force so tong as operations are being secured if not more than one hundred and twenty (120) covery of oil or gas on the leased premises or on acreage additional drilling or reworking operations within one d and produced as a result of such operations, this lease
m is r shut; fore th oduct	other substances covered hereby, but such well or wells of maintaining the lease. If for a period of ninety (90) bollar (31,00) per acts then covered by this lease, such recaller on on before each anniversary date of this lease eight maintained by operations, or if production is being following anniversary date of this lease thing the castalon of
t not case may oc. Lessee statute to property pay studen objainty shall render Lessee table for the rest in the above described land than the entire and undivided fee simple estate therein, then the re on which Lesson's interest bears to the whole and undivided fee.	but shall not operate to terminate this lease. uding my shut-in royalties) herein provided for shall be
to use, free of cost, gas, oil and water produced on said land for Lessee's operation is Lessee shall bury Lessee's pipe lines below plow depth.	wells of Lessor.
rer than 2001 teet to the banse or harn now on said premises without written consent of Lesson, as caused by Lessee's operations to growing crops on said land.	Somerical III
Lessee shall have the right to turnove all machinery and fixtures placed on said premises, including the right to draw and remove casing. If the estate of cither party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend successors of assigns, but no change in the ownership of the land or assignment of rentals or royaltes, shall be binding on the Lessee unit after the Lessee has assignment or a true copy thereof. In case Lessee assigns this lesse, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion of assignment.	ing. shall extend to their heirs, exe Lessee has been furnished wif gned portion or portions arising
Lessee may at amy time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described mem such portion or portions and be relieved of all obligations as to the acreage surrendered.	escribed premises and thereby surrender this lease as to
nants of this lease shall be subject to all Federal and State Laws, Executive Orders, R lure to comply therewith, if compliance is prevented by, or if such failure is the result on to the price or transportation of oil gas or other substance covered hereby. When dules, regulations or orders, or by inability to obtain necessary permits, equipment, entrance, act of the public enterny, was, blockade, public including, fire, subject, of the public enterny, was, blockade, public including, fire, subject to obtain a staffedory market for production, of failure of purchasers or exeries; it owes, which is not reasonably within control of Lessee, this lease shall not terminat the term hereof. Lessee shall not be liable for breach of any provision or implied tow	ules or Regulations, and this lease shall not be terminated, in whole or in part, nor of, any such Law, Order, Rule or Regulation, including restrictions on the drilling rilling, rewarking, production or other operations or obligations under this lease are ryces, material, water, electricity, fitel, access or easements, or by an act of God Hood or other act of nature, explosion, governmental action, governmental delay, a lake ar transport such production, or by any other cause, whether of the kind e because of such prevention or delay, and, at Lessee's option, the period of such examins of this lease when drilling, production, or other operations are so prevented
rees to defend the title to the lands herein described, and agrees that the Lessee shall hads. in the event of default of payment by Lessor, and be subrogated to the rights of the rights of a rad release all right of dower and homestead in the premises described herein, in so in.	awe the right at any time to redeem for Lessor, by payment any mortgages, taxes the holder thereof, and the undersigned Lessors, for themselves and their heir, far as said right of dower and homestead may in any way affect the purposes for
given the right as a necessary or ad and premises, such acres each in the epooled or unitized in this lease. I not. In lieu of the mit or his royalty mit or his royalty	with other land, lease or leases in the immediate vicinity the the conservation of Oi, gas or other minerals in and not exceeding 40 acres each in the event of an oil well, the county in which the land herein leased is situated an purposes except the payment of royalties on production and from his lease, whether the well or wells be located led only such portion of the royalty stipulated herein as oulsa unit involved.
totice to Lessee. If, during the primary term of this lease. Lesson receives a bona fide offer which Lesson is willin to substances covered by this lease and covering all or a portuon of said land herein, with the lease becoming el of offer mmediately, including in the notice the name and address of the offeror, the price offered and all other per protice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein. F. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms at ms. hereto, it shall so notify Lesson in writing by mail or telegram prior to expuration of said 15-day period. Lesson done with Lessee's collection draft payable to Lesson in payment of the specified amount as consideration for the John receipt thereof, Lesson shall promptly execute said lease and return the same along with the endorsed draft to	ling to accept from any party offering to purchase from effective upon expiration of this lease. Lessee, for a nerthernic terms and conditions of the offer. Lessee, for a in, covered by the offer at the price and according to the see shall promptly thereafter furnish to Lessor the new the new lease, such draft being subject only to approval to Lessee's representative or through Lessor's bank of
This lease may be signed in any number or numbers of counterparts and shall be effective as in each Leasor on execution hereof as to his or her interest notwithstanding some of the Leasons above named who may not have joined in the execution bereat. The word "Leasor" as used in this lease shall mean the party or although not named above.	or he
Lesses that 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 know the drilling of hotes, use of torstoo balance, estomograph explosions, magnetometer, or other reconhercist or geological instruments, tests or procedures, for the purpose of securing geological information. All information or sessee as a result of such activity shall be the exclusive property of Lessee, and Lessee herein agree that a portion of the consideration paid herein is for advance payment of isual and customary damages associated with seismograph operations (i.e., for tracks, wheat, pasture or field, road use, comparedor of the consideration paid herein is for advance payment of isual and customary damages associated with seismograph operations (i.e., for tracks, may elect to repair the damages in lieu of compensated accordingly, or I	ose herein specified or not and whether now known or is or procedures, for the purpose of securing geological y disseminate or sell such information without Lessor's afted with seisingraph operations (i.e., the tracks in the is a tenant) will be compensated accordingly, or Lessee as a tenant)
ree to less and except from the terms of this Oil and Gas Lease any currently existing oil and/or gas well(s).), bore hole(s) or other related facilities located on the y of said existing oil and/or gas wells(s), bore hole(s) or
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS	L TERMS AND PROVISIONS.

BOOK 718 PAGE 272

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

Witnesses:

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.

- 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"). ď
- 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. ω,
- 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.

(Rev.

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	OIL AND GAS LEASE	In Direct Manney
AGREEMENT, Made and entered into the15th	day of September	Charles
by and between	HUSBAND AND WIFE	7 C 10 11
whose mailing address is R_0 . $R_0 \times R_0$	204 Am Street Jetmore, Kansas 67854 hereinafter called Lessor (whether one or more), Samuel Gary Jr. & Associates. Inc	alled Lessor (whether one or more),
	1670 Broadway, Suite 3300, Denver, CO 80202	hereinafter called Le

hereby grants, leases and lets exclusively unto lease for the purpose of investigating, oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting stations, telephone lines, and other structures and things thereon to produce, save, take pective constituent products and other products and things thereon to produce, save, take pective constituent products and other products manufactured therefrom, and housing PART HEREOF FOR PROPERTY DESCRIPTION acknowledged and of the roughless bearing provided and of the agreements of the lesses berein contained, hereby exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquary, other fluids, and air into subscurface strats, laying pipe lines, strong oil, building tanks, power stations care of treat, manufacture, process, store and transport and oil, liquid hydrocarbons, gases and their respective and otherwise caring for its employees, the following described land, together with any reversionary rights and at ¥ AND MADE ATTACHED HERETO "Y" EXHIBIT SEE

	described as follows to-wit:	
ייפיים יייניין מפלחתים יייניין יייניין	Kansas	
	State of	
	Ellis	
	therein situated in County of	A STATE OF THE PARTY OF THE PAR

160,00 Pug 6 West South 6 Section 5 %

as l vise m") and a S E "primary or this lear of Three (3) years from this date (called produced from said land or land pooled therewith for a term of them, is J force fam of ĕ ₽. Subject to the provisions berein contained, this lease shall remain liquid hydrocarbons, gas or other respective constituent products, pursuant to the provisions hereof.

consideration of the premises the said less

oil (1/8) part of all B 18 鲁 said land, 8 wells connect which Lessee of cost, in the pipe line to lst. To deliver to the credit of Lessor, free 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, 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 sales, such net proceeds to be less a proportionate part of the production, severance, or other excise taxes and the cost incurred by Lessee in delivering, treating for the removal of nitrogen, helium or other impurities in the gas, processing, compressing, or otherwise making any such gas merchantable) for the gas sold, used off the premises, or in the manufacture of products therefrom, said 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 protection the teased premises or our accessing the instance of the instance of the primary term of the leased premises or on accessing protection with the district of the confined with the leased premises or on accessing protection or the beginning of operations stories of the drilling of a subsequent well. If after the completion or abandonness of oil or gas on the leased premises or on accesse pound or unitared therewith, the production about cease from any cause after the primary term, this lease shall not remained if after the discovered and produced as a result of such operations, this lease shall not be maintained of production of from the date of completion of a dry hole. If of gas shall 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 acreage possible that the completion of a dry hole.

Well or wells are either shut in or production therefrom is not being soil by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining the lease. If the period of maintaining the lease is a period of minety (90) consecutive days such well or wells are shut in no production therefrom is not soil by Lessee, the Lessee shall pay an aggregate shut-in noyalty of One Dollar (\$1.00) per acre then covered by this lease, such payment to be made to Lessor on or before the amiversary date of this lease, such payment to be made to Lessor on or before the amiversary date of this lease, such payment to be apprehensiated by operations, or if production is being soil by Lessee, provided that if this lease is in its primary term of otherwise being maintained by operations, or if production is being soil by Lessee, from another well on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be until the act following amiversary date of this lease that cessation of such operations or production occurs, as the case may be. Lessee's failure to property pay shut-in royalty shall render Lessee inable for the amount due, but shall not operate to terminate 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 royalties) herein provided shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee. except water from the wells of lesson 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 feet to the house or harn 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.

in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, tals or royaltus shall be binding on the lessee until after the lessee has been furnished with 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 lessee 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.

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 station to 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, including soft that regulations on the drilling, and production of wells, and regulation of the price or transportation of oil, gas or other substance covered hereby. When drilling, reworking, production or other operations or other prevented or delayed by such laws, rules, requiations or orders, or by inability to obtain necessary permits, equipment, services, material, water, of the price or delayed by such laws, rules, requiations or orders, or by inability to obtain a substance covered by the control of the kind specifically enumerated above or otherwise, which is not reasonably within control of Lessee, this lease shall not be remained because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay within control of Lessee shall not perations are so 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 lesson, by payment mortgages, taxes or other lieus on the above described hands, in the verteit of default of payment by lesson, and be subrogated to the nights of the holder thereof, and the undersigned lessons, themselves and their heirs, successors and assigns, thereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower 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 lesse or any portion thereof with other land, lessee in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lesse premises so as to promote the conservation of only and intended in any order and that may be produced from said premises, such pooling or unitization to be of tracks contiguous to one another and to be into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall exceute in writing and record in the to conveyance records of the county in which the land heren leased is situated an instrument identifying and describing the pooled or unitized acreage. The entire acreage so pooled or unitized acreage is the reated as if production is found on the pooled or unitized acreage. The enter acreage is found on the pooled or unitized acreage so pooled only such portion of the royality supulated herein as the amount of his acreage placed in the unit or his royality interest therein on an acreage bears to the total acreage so pooled or unitized unit novolved.

This lease may be signed in any number 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 form or not, including the drilling of holes, use of torsion balance, seismograph explosions, magnetometer, or other geophysical or geological instruments, tests or procedures, for the purpose of securing geological and geophysical information. All information obtained by Lessee as a result of sinch activity shall be the reculsive property of Lessee, and Lessee may disseminate or associated with seismograph operations (i.e. tracks in the wheat, pasture or field, road use, compaction etc.) If any extraordinary damages should occur, at Lessor's discretion, Lessor or its tenant (if Lessor has a tenant) will be compensated accordingly, or Lessee may elect to repair the damages in lieu of compensation.

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

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

G PAGE BOX

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YOUNKER PAULA J.

DALE F. YOUNKER

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 160.00 acres, more or less, and being described as the Southeast Quarter (SE/4) of Section 19, Township 15 South, Range 16 West, Ellis County,

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.

- 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"). c;
- 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.
- 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

LEA GAS AND

AUKEEMENT, Made and entered into the 29" day of June 2009
by and between SEE EAHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LESSORS NAMES AND ADDRESSES
whose mailing address is hereinafter called Lessor (whether one or more), and
1515 Wynkoop, Suite 700, Denver, CO 80202 hervinafter called Lessee:
Lessor, in consideration of Ten and Other Valuable Considerations advanced and of the agreements of the Lessee herein contained, hereby grants, lesses and lets exclusively unto Lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, waier, other fluids, and are mining and operating for and producing oil, liquid hydrocarbons, all liquid hydrocarbons, gases and their respective constituent products and other structures and things thereon to produce, save, take care of treat, manufacture, process, store described land, together with any reversionary rights and after respective distributions and other products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following
therein situated in County of Ellis State of Kansas
RT HEREOF FOR PROPERTY DESCRIP
In Sections 19 Township 15 South Range 16 West and containing 160.00 acres, more or less, and all accretions thereto.
Collision to the managing and a second of the second of th

which ises the said Lessee covenants and agrees: of Lessor, free of cost, in the pipe line to 1st. To deliver to the

Subject to the provisions berein contained, this lease shall remain in force for a term of Three (3) years from this date (called 'primary term') and as long thereafter as out, liquid provisions here; as or other respective constituent products, or any of them, is produced from said and or land pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions here;

consideration of the

۽ ē one-eighth (1/8) part of all land, wells

2nd. To pay Lessor for gas, (including casinglead gas) of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (18) of the net proceeds received by Lesser from such sales, such not proceeds to be less a proportionate part of the production, soverance, or other excise taxes and the cost meured by Lessee in delivering, reating for the removal of nitrogen, helium or other impurities in the gas, processing, compressing, or other was used to gas, processing, or in the manufacture of products therefrom, said payments to be made monthly.

This lease may be maintained during the primary term hereof without further payment or drilling, reworking operations. If at the expiration of the primary term of this lease, oil or gas operations are being continuously prosecuted in the pressed premises or on accessed premises of on acreage pooled or untrized therewith and operations shall be considered to be continuously prosecuted if not more than one hundred and twentry (120) days shall elapse between the completion or abandoment or force well and the beginning of poperations for the drilling of a subsequent well. If after discovery of oil or gas ago in the leased premises or on acreage probled or untrized therewith, the production should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations, within one hundred and twenty (120) days from the date of cessation of production or from the date of completion or a dry hole. If oil or gas shall 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 acreage pooled or unitized therewith.

Li 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 shall nevertheless be deemed to be producing for the purpose of maintaining the lease. If for a period of ninety (30) processes that the purpose of maintaining the lease. If for a period of ninety (30) per acre then covered by this lease, such progression of the lease next ensuing after the expiration of the sard miver (90) day period and theresteller on or before each anniversary date of this lease next ensuing after the expiration of the sard miver (90) day period and theresteller on or before each anniversary date of this lease ensuing after the expiration of the sard miver (90) day period and therestell on or before each anniversary date of this lease is not solved that if this lease is not solved and therestell on or before each anniversary date of this lease sold by Lessee. provided that if this lease is not solved or or otherwise being maintained by operations, or if production is being such operations or production occurs, as the case may be. Lessee's failure to properly pay shul-in royally shall render Lessee liable for the amount due, but shall not operate to tenminate this lease.

If said Lessor owns a less interest in the above described and than the entire and undivided fee simple estate therein, then the royalties (including any shut-in royalties) herein provided for shall be add Lessor owns a less interest bears to the whole and undivided fee simple estate therein, then the royalties (including any shut-in royalties) herein provided for shall be add Lessor owns a less interest bears to the whole and undivided fee simple estate therein, then the royalties (including any shut-in royalties) herein provided for shall be add Lessor shall have the right to use, free of cost, gas, oil and water produced on said farmises without written consent of Lessor.

When requested by Lessor, Lessee shall bury Lessee's operations to growing crops on said land.

Lessee shall be drilled nearer than 200 feet to the house or barn now on said farmises 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 assignment and in party, Lessee shall be binding on the Lessee has been furnished with a written transfer or of assignment of remals or royalties shall be binding on the Lessee has been furnished with a written transfer of 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 and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this bease shall be subject to all Federal and State Laws, Executive Orders. Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor more production of wells, and regulation to comply therewith, if compliance is prevented by such laws, such Law Order. Rule or Regulation, including restrictions on the definition and production of wells, and regulations or orders, or by mability to definit occasing the production of their operations or obligations under this lease are strained or delayed by such faws, rules, regulations or orders, or by mability to obtain necessary permits, equipment, services, material, water, electricity, finel, access or easterneds, or by an act of Cod, restant or institution of the public renew, was the confirmance of the public renew, and of productions or other actions of the public renew, and responsibly within control of Lessee, this lease shall not terminate because of such prevented above or otherwise, which is not reasonably within control of Lessee, this lease shall not terminate because of such prevented or delay, and, at Lessee's option, the period of such prevented or delay shall be added to the term hereof. Lessee shall not be liable for breach or amplied covenants of this lease when dilling, production, or other action or delay.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that Lesses shall have the right at any time to redeem for Lessor. By payment any mortgages, successors on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purpos

Lessee, at its option, is hereby given the right and power to pool, untize or combine the acceage covered by this lease or any portion thereof with other land lease or leases in the immediate vicinity under and to the man and the right and power to pool, untize or combine the accessed of the promote the conservation of old, age or other the right and describing the pooling or unitization to be of tracts contiguous to one another and to be more accessed to the event of an old well with the ball to the county on which the land there the accord of the county on which the land there the accessed in the event of a gas well accessed to a gas well and the control of the county on which the land there the accessed to the county on which the land there the accessed to a service of the county of the

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 can be followed to the purpose of securing geological and contents, tests or procedures, for the purpose of securing geological and constants. As a second obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee have disseminate or sell such information without Lesson without Lesson content. Lessee herein agree that a portion of the consideration paid been is for advance payment of usus and customary damages associated with sensiongraph operations (i.e., me tracks in him the compensation.) If any extraordinary damages should occur, at Lessee to discretion. Lesson its tenant (if Lesson has a tenant) will be compensated accordingly, or Lessee to repair the damages in lieu of compensation.

Lessor (and Lessee) herem 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 retainbove 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 wells(s), bore hole(s) or elled facilities.

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

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

STATE OF COUNTY OF The foregoing instrument was acknowledged before me this The foregoing instrument was acknowledged before me this When recented of this office. ACKNOWLEDOMENT FOR CORPORATION (\$600CONG) When recented of this office. By When recented of this office. By When recented of the office. By When recented of the fellows By When recented of return to	STATE OF COUNTY OF The foregoing instrument was acknowledged before me this day of and	My commission expires The foregoing instrument was acknowledged before me this My commission expires Well i wording fraction for the foreging instrument was acknowledged before me this My commission expires Wy commission expires	STATE OF VICGUIG COUNTY OF ACKNOWLEDGMENT FOR INDIVIDUAL (KSOKCONE) The foregoing instrument was acknowledged before me this ZZ day of JUL	COUNTY OF The foregoing instrument was acknowledged before me this day of and and and and and and and
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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;

marital status unknown, whose address is declared to be 1444 St. David's Lane, Russell C. Clark, Jr., marit Vero Beach, Florida 32967;

Mary Dorothea Culver Williams, marital status unknown, whose address is declared to be address

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. 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.

- 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").
- 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. Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) 6

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 PARTINERS, LLC, as Lessee.

LESSOR NAMES AND SIGNATURES:

PETER F. CULVER CLICABLIA	ANNE P. T. CULVER	RUSSELL C. CLARK, JR.	MARY DOROTHEA CULVER WILLIAMS			
YURI I MORATAYA Notary Public Commonwealth of Virginia 7107824 My Commission Expires Apr 30, 2011						

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In Direct ,

AGREEMENT, Made and entered into the 14 th	o the 14 th	day of	November			2006
by and between		SEE EXHIBIT "A",	ATTACHED HE	RETO AND MAI	SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF	
		FOR LESSORS NAMES AND ADDRESSES.	MES AND ADDI	ESSES.		
whose mailing address is				here	hereinafter called Lesson (whether one or more)	or more)
pur		Samuel Gary Jr. & Associates, Inc	ssociates, Inc			"Carolling
		1670 Broadway, Suite 3300, Denver, CO 80202	e 3300, Denver, (O 80202	hereinafter called Lessee:	Lesse:
Lessor, in consideration of Ten and Other Valuable Considerations Dollars (\$ 10.00) in hand paid, recript of which is hereby acknowledged and of the recript of the lesses herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and earlier process, sore and target safe and other structures and things thereon to produce, save, take are of treat, another process, sore and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other structures and things thereon to produce, save, take the constituent products and other products manufactured therefrom, and housing and other products and other products manufactured therefrom, and housing	ided and Other agriculture is strata, laying pipe is strata, laying pipe is it ansport said oil, it is strata, laying pipe it ansport said oil, it is it is strata, laying pipe it is strata, laying pip	Ten and Other Valuable Considerations rovided and of the agreements of the lesse herein contains prospecting drilling, mining and operating for and product ace strata, laying pipe lines, storing oil, building tanks, power dramspon said oil, liquid hydrocarbons, gases and their parts.	ntained, hereby grants, he oducing oil, liquid hydros, power stations, telephotheir respective constitution	Dollars (\$\frac{10.00}{10.00}\$ eases and lets exclusively carbons, all gases, and in ne lines, and other structum to products and other products and other products and other products and other products.	Dollars (\$\frac{\gamma}{10.00}\) in hand paid, receipt of which is hereby leases and lets exclusively unto lessee for the purpose of investigating, ocarbons, all gases, and their respective constituent products, injecting one lines, and other structures and things thereon to produce, save, take ent products and other products manufactured therefrom, and housing	is hereby stigating, injecting save, take d housing

store and transport said oil, liquid hydrocarboi es, the following described land, together with care of freat, manulacture, process, and otherwise caring for its employe

	described as follows to-wit:	RIPTION.	acres, more or less, and all
		PERTY DESC	160.00
dance mission,	Kansas	EOF FOR PRO	and containing
	K	3 A PART HER	Range 16 West and containing 160.00
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TOTAL PARTY AND THE PARTY AND	lisState of_	BIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPERTY DESCRIPTION.	Township 15 South
	B	T "A" ATTA	Township
	in County of	SEE EXHIBI	30
	therein situaled		In Section

thereafter as oil, intained in effect long ") and as lo E.S. (3) years from this date (called "primary tersaid land or land pooled therewith or this lease oduced from se or ord force for a term of any of them, is p ਰ ≘. contained, this lease shall remain a respective constituent products, Subject to the provisions herein coliquid hydrocarbons, gas or other pursuant to the provisions hereof.

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accretions

oil produced and saved from one-eighth (1/8) part of all the equal said land, 5 connect wells may which Lessee of cost, in the pipe line to 1st. To deliver to the credit of Lesson, free lessed 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, 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 sales, such net proceeds to be less a proportionale part of the production, severance, or other excise taxes and the cost mourred by Lessee in delivering, treating for the removal of nitrogen, helium or other impurities in the gas, processing, compressing, or otherwise making any such gas merchantable) for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be

This tease 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 an acreage pooled or untized therewith and operations thereof, then this lease shall continue in force so long the appropriate of premises or on acreage pooled or untized therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred 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 case of operations for the drilling of a subsequent well. If after the case of the primary term, this lease shall not terminate if and one and any cause after the primary term, this lease shall not terminate if if one are additional drilling or reworking operations within one hundred and twenty (120) days from the date of cossation of from the date of completion of a dry hole. If one are shall not be accessed in the produced 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

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 for a period well or wells such well or wells shall nevertheless be deemed to be producing for the purpose of mandaming the lease. If for a period of ninety (90) consecutive days such well or wells are shall not production it not production in the producing shall nevertheless be deemed to be producing for the purpose of mandaming the loans of the sack in the producing shall be made to Lessor on or before the anniversary date of this lease is such parament to be made to Lessor on or before the anniversary date of this lease while the well or wells are shull in or production is not being sold by Lessee; provided that if this lease is in its primary term on otherwists on the production is being sold by Lessee from another well on the leased premises or lands pooled or unitized therewith, to shull in read to this lease that costation of such operations or production occurs, as the case may be. Lessee's failure to properly pay shull not operate to terminate this lease.

royalties) If said lessor owns a less interest in the above described land than the entire and undivided lee strate therein, then the royalties (including any shut-in be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Ilahs 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 barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covernants hereof shall extend to their heirs, executors, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the tessee has been furnished with portions a written fransfer or assignment or a true copy thereof in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assignment

Lessee may at any time execute and deliver to lessor or place of record a release covering any portion or portions of the above described premises and thereby 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 restrictions on the drilling and production of wells, and regulation of the price or transportation of only substance covered hereby. When drilling, reworking, production or other estrictions on the drilling and production of wells, and regulations of the price or transportation of only such laws, rules, regulations or other esteroids of the price or transportation of the public cohers, or by inability to obtain necessary permits, equipment, services, material wells, other act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public not lightening. Int., storm, flood or lake or transport such production, or by any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within control of Lessee, into lease shall not delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provision or implied covenants of this lease when drilling, production, or other operations are so prevented or delayed.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lossee, at its option, is hereby given the right and power to pool, unitize or combine the acceage covered by this lease or any portion thereof with other hand, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil 40 acres sea and that may be produced from said premises, such pooling or untitization to be of tracts contiguous to one another and to be into a unit or units not exceeding 640 acres seals in the event of an oil well, or into a unit or units not exceeding 640 acres seals in the event of a gas well. Lessee shall exceed in writing and record in the conveyance records of the reached as it production is fluid on instrument identifying and describing the pooled or unitized acceage. The entire agreege so pooled or unitized and a tract or unit shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease. If production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In her of the toyalties object or unitized arcage, and is acreage placed in the unit or his royalty interest therein on an acceage basis bears to the total acreage pooled or unitized in the particular unit involved.

on execution hereof as to his 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 signing, 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 of securing geological instruments, tests or procedures, for the purpose of securing geological and geophysical information obtained by Lessee as result of such activity shall be the exclusive property of Lessee, and Lessee may disseminate or associated without Lessor's consent. Lesson and Lessee herein agree that a portion of the consideration paid herein is for advance payment of usual and eustomation associated with seismograph operations (ie: tire tracks in the wheat, pasture or field, road use, compaction etc.) If any extraordinary damages should occur, at Lessor's discretion, Lessor or is tenant) will be compensated accordingly, or Lessee may elect to repair the damages in lieu of compensation.

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

TIMOTHY L. SCHUMACHER

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

6 PAGE

TAMMY L. SCHEMACHER

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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.

LESSORS NAMES AND ADDRESSES:

TIMOTHY L. SCHUMACHER and TAMMY L. SCHUMACHER, husband and wife, whose address is 688 330th Avenue, Victoria, Kansas 67671;

JOSEPH L. SCHUMACHER, a single person, whose address is 688 330th Avenue, Victoria, Kansas

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 16 WEST

SECTION 30:

That certain tract or parcel of land estimated to contain 160.00 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.

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.

- 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"), 7
- 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. Э.
- 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, provided, it shall be considered for all purposes as though this lease originally provided for a term of Should this option be exercised as herein Lessee must renew all acreage covered by this lease. 4
- 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: Š.

TIMOTHY L. SCHUMACHER and TAMMY L. SCHUMACHER	%05
JOSEPH L. SCHUMACHER	%05



AND GAS LEASE

AGREEMENT, Made and entered into the 9 th day of August 2006	KENNETH G. MEDER and BEVERLY J. MEDER, husband and wife	1603 E 28th Street Terrace, Hays, Kansas 67601 hereinafter called Less Samuel Gary Jr. & Associates, Inc. 1670 Broadway Suite 3300 Denver CO 20202	Ten and Other reein provided and of the agreements, prospecting drilling, musurface strata, laying pipe latore and transport said oil, list, the following described lan	SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPERTY DESCRIPTION. 30 Transchip 15 South 16 Sout
AGREEMENT, Made and enter	by and between	whose mailing address isand	Lessor, in consideration of acknowledged and of the royalities herei exploring by geophysical and other mea gas, water, other fluids, and air into subscare of treat, manufacture, process, ston and otherwise caring for its employees,	therein situated in County ofSEE EXHIBIT "A In Section 30

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

nts and agrees: said less consideration of the premises the

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

gas) of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, gas sold by Lessee from such sales, such net proceeds or the sakes in no event more than one-eighth (1/8) of the net proceeds received by Lessee from such sales, such net proceeds or other excise taxes and the cost incursed by Lessee in delivering, treating for the removal of nitrogen, helium or other impurities in y such gas merchantable) for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be 2nd. To pay Lessor for gas, (including casinghead gone-eighth (1/8), at the market price at the well, (but, as to go be less a proportionate part of the production, severance, (the gas, processing, compressing, or otherwise making any 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 an operations thereon, then this lease shall continue in force so long an operations are being continuously prosecuted in the leased premase or on accepta produce to minized therewith, and operations shall be considered to be continuously prosecuted if not more discovery of oil or man one hundred and twenty (120) days faill elapse between the completion of attaindenment of one well and the beginning of operations for the drilling of a subsequent well. If after Lesses commences additional drilling of a subsequent well. If after Lesses commences additional drilling of a subsequent well. If after Lesses commences additional drilling of a sease shall not terminate if If oil or gas shall be discovered and produced as a result of such operations, this lease shall continue in full force and effect so long as so lor gas is produced from the leased premises or on acceage pooled or unitized therewith.

Vell or wells are either shu time 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 for wells are either shu time or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining the lease. If for a period of ninety (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 (§1.10) thereafter on or overed by this lease, such payment to be made to Lessoe on or before the anniversary date of this lease while the well or well or well so therefrom is not being sold by Lessee should be Lessee from another well on the lease of printiated by operations, or if production is being sold by Lessee from another well on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be the unit life end of the next following anniversary date of this lease that essations or production occurs, as the case may be. Lessee's failure to properly pay shut-in royalty shall be shall ender Lessee liable for the amount due, but shall not operate to terminate 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 royalties (including any shur-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 tessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the bouse or barn now 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

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

If the extate of either party bereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to theirs, executors, successors or assigns, but no change in the ownership of the land or assignment of rentals or royaltics shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

and remov

and thereby surrender this described pn 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 sease 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 in control or other substance covered hereby. When drilling, reworking, production or oth operations on the diffing and production or wells, and regulation of the price or transportation of the public orders are preventing, production or when drilling, reworking, production or other states, or by an act of God, strike, lockout, or other industral disturbance, and of the public enemy, war, blockade, public not, lightering, fire, storm, flood take or transport such production, or by any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within control of Lessee, this lease shall not be liable for breach or delay shall be added to the term hereof. Lessee shall not be liable for breach of a provision or implied covenants of this lease when drilling, production, or other operations are so prevented or delay shall be added to the term hereof. Lessee shall not be liable for breach of a provision or implied covenants of this lease when drilling, production, or other operations are so prevented or delay shall be added to the term hereof. Lessee shall not be liable for breach of a

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 themselves are other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool, unitize or combine the acrage covered by this lesse or any portion thereof with other land, lesse or lesses in the importance, when it is becessary or advisable to do so in order to properly develop and operate said lesse premises so as to promote the conservation of oil of a gas or other minierals in and under and that may be produced from said premises, such pooling or unitization to be of tracts contiguous to one another and to be into a unit or units not exceeding 640 acres each in the levent of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall exceute in writing and record in the conveyance records of the county in which the land herein lessed is situated an instrument identifying and describing the pooled or unitized acreage. The entire acreage so pooled or unitized acreage is at it were included in this lesse. If production is had from this is ease, whether the well on wells be located on the premises covered by this lesse or not. In licu of the pooled or unitized acreage, it is shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage as pooled or unitized in the particular unit involved.

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 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 of securing geological instruments, tests or procedures, for the purpose of securing geological instruments, tests or procedures, for the purpose of securing geological and geophystical information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee may disseminate or sell such information without Lessors's consecure. Lessor and Lessee herein agree that a portion of the consideration paid herem is for advance payment of usual and customary damages associated with seismograph operations (ie: tree tracks in the wheat, pasture or field, road use, compaction etc.) If any extraoribinary damages should occur, at Lessor's discretion, Lessor or its tenant (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:

TOWNSHIP 15 SOUTH - RANGE 16 WEST

SECTION 30:

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 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.

- 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"). 7
- 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
- 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