





1033446

### 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: \_\_\_\_\_

Lease: \_\_\_\_\_

Well Number: \_\_\_\_\_

Field: \_\_\_\_\_

Number of Acres attributable to well: \_\_\_\_\_

QTR/QTR/QTR/QTR of acreage: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Location of Well: County: \_\_\_\_\_

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  E  W

Is Section:  Regular or  Irregular

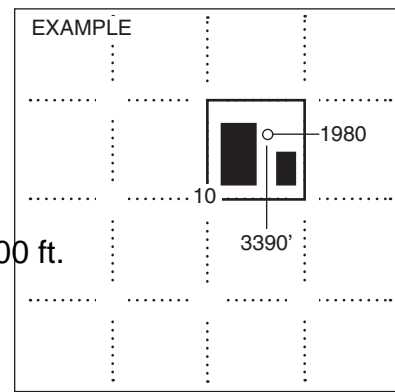
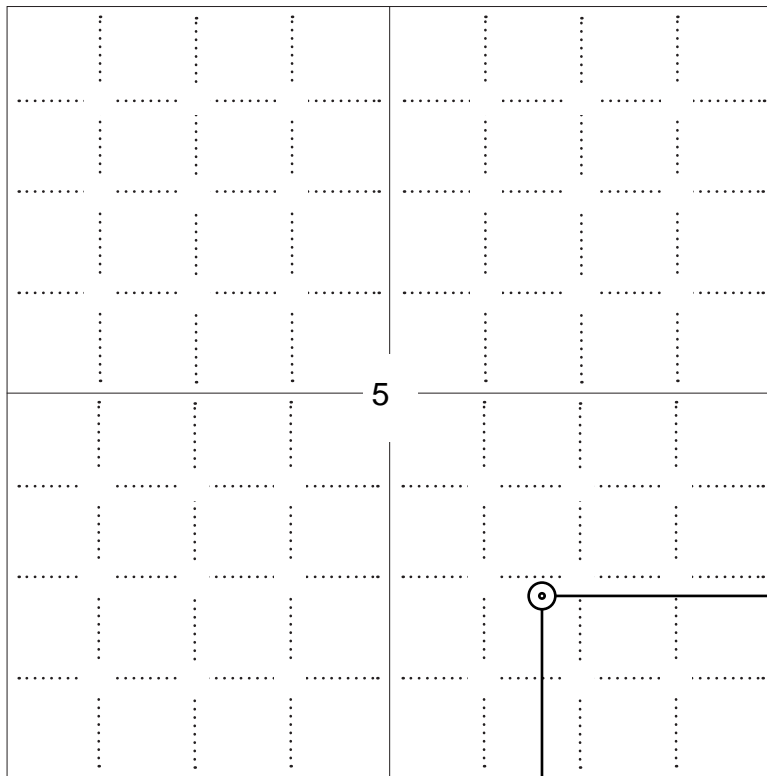
**If Section is Irregular, locate well from nearest corner boundary.**

Section corner used:  NE  NW  SE  SW

### PLAT

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

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



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

1250 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 1033446  
OIL & GAS CONSERVATION DIVISION

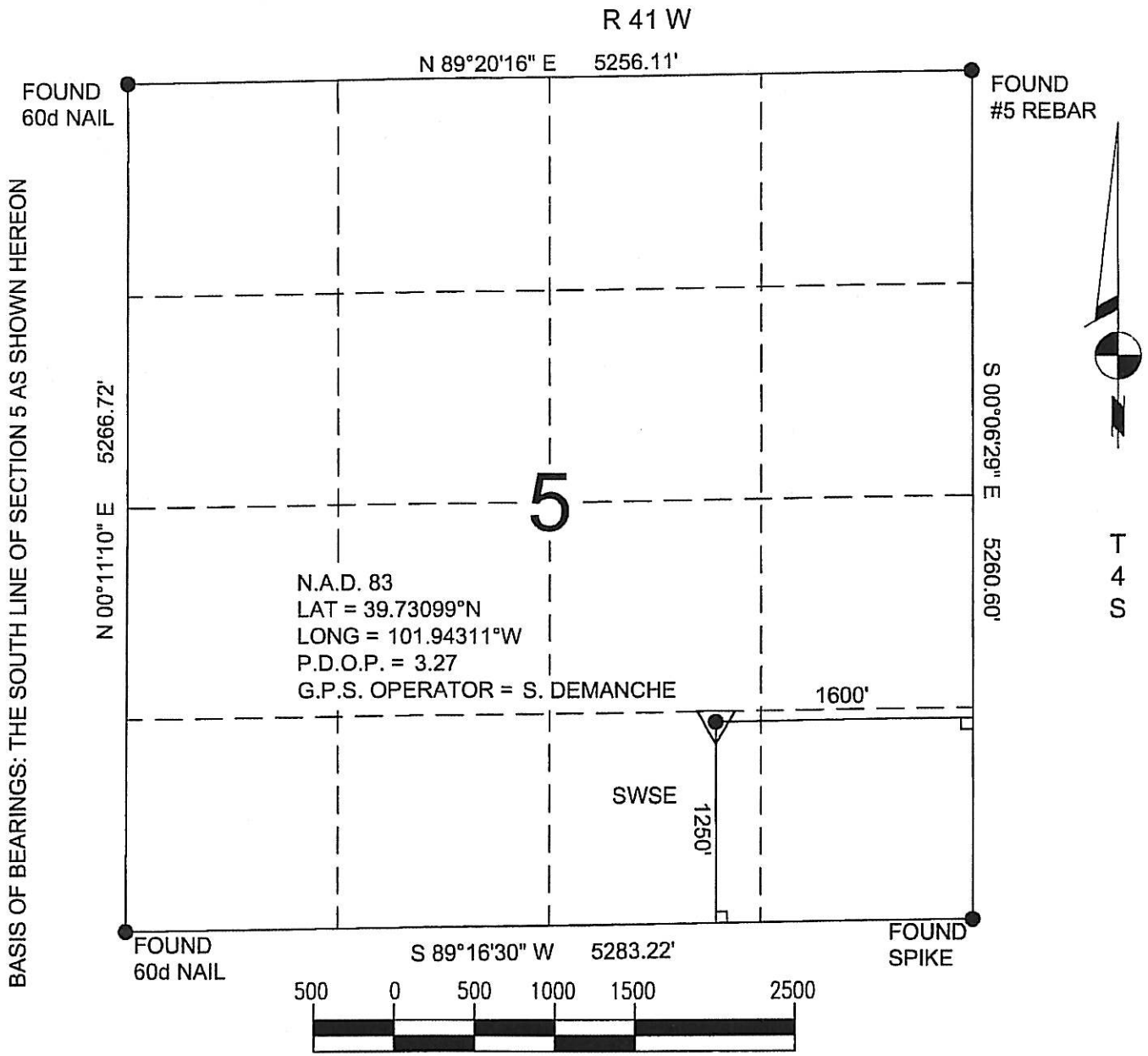
Form CDP-1  
April 2004  
Form must be Typed

**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: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How is the pit lined if a plastic liner is not used?		_____	
Pit dimensions (all but working pits): _____ Length (feet)    _____ Width (feet)    _____ N/A: Steel Pits Depth from ground level to deepest point: _____ (feet)    _____ No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit _____ feet    Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: _____ measured    _____ well owner    _____ electric log    _____ KDWR	
<b>Emergency, Settling and Burn Pits ONLY:</b> Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Drilling, Workover and Haul-Off Pits ONLY:</b> Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ _____ Drill pits must be closed within 365 days of spud date.	
Submitted Electronically			

<b>KCC OFFICE USE ONLY</b>	Steel Pit	RFAC	RFAS
Date Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No			



POWER SURVEYING COMPANY, INC. OF FREDERICK, COLORADO HAS IN ACCORDANCE WITH A REQUEST FROM DAN CASPER OF NOBLE ENERGY INC. DETERMINED THE LOCATION OF WIESE 34-5 TO BE 1250' FSL & 1600' FEL OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 41 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF CHEYENNE, STATE OF KANSAS.

**LOCATION NOTES:**  
 LOCATION FALLS IN: DRY LAND  
 IMPROVEMENTS: E-W FENCE 175' SOUTH OF LOCATION

ELEVATION DETERMINED FROM NAVD 1988  
 DATUM. GROUND ELEVATION = 3535'

DISTANCES AND BEARINGS ARE FIELD  
 MEASURED UNLESS NOTED OTHERWISE.



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

**LEGEND:**

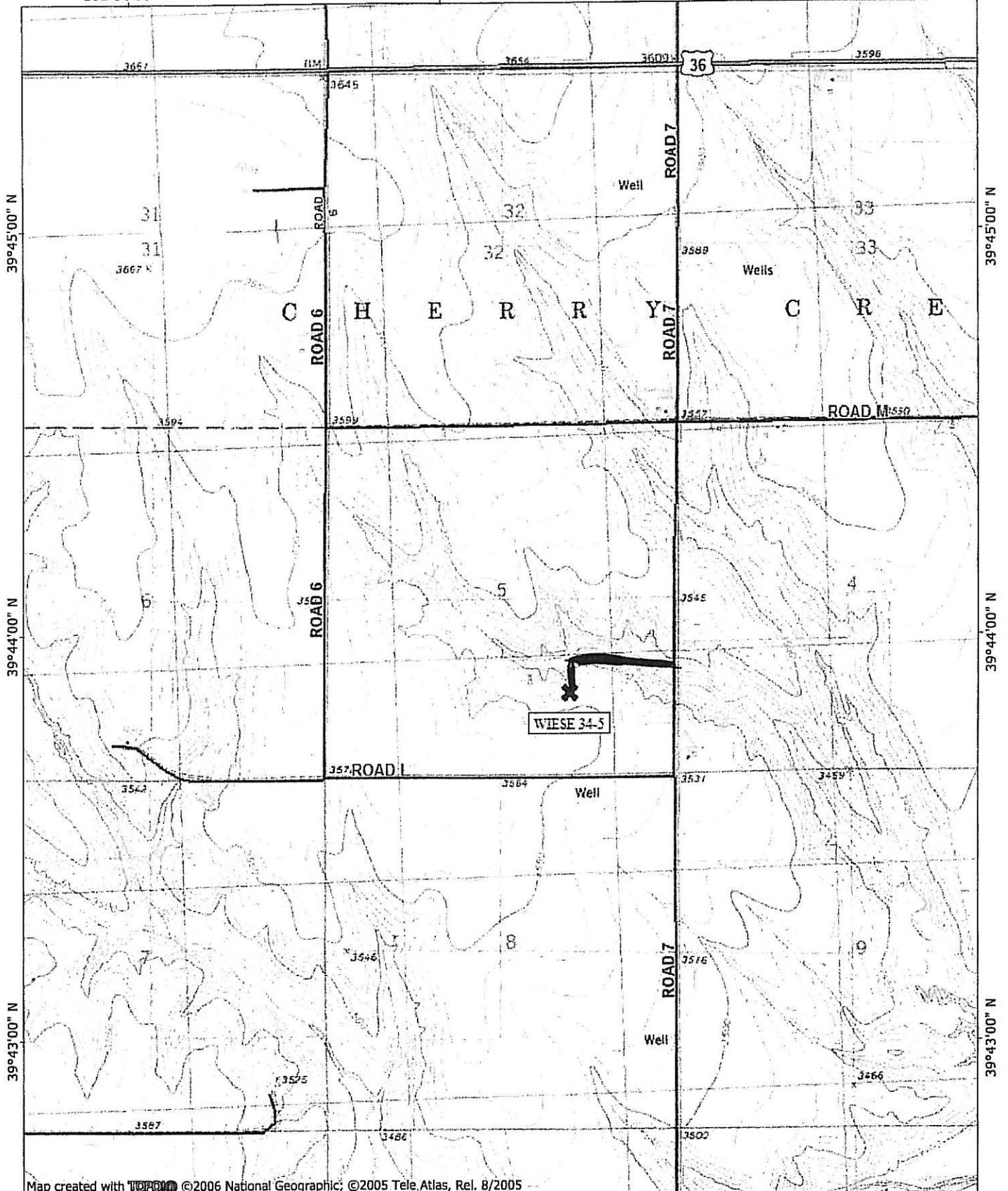
- SECTION CORNER (AS NOTED)
- ▼ PROPOSED WELL LOCATION

WORK ORDER # 501-08-771  
 FIELD DATE: 10-21-08  
 DATE OF COMPLETION: 10-22-08

101°58'00" W

101°57'00" W

WGS84 101°56'00" W



39°45'00" N

39°45'00" N

39°44'00" N

39°44'00" N

39°43'00" N

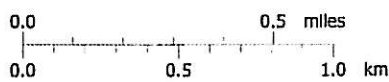
39°43'00" N

Map created with TOPO! ©2006 National Geographic; ©2005 Tele Atlas, Rel. 8/2005

101°58'00" W

101°57'00" W

WGS84 101°56'00" W

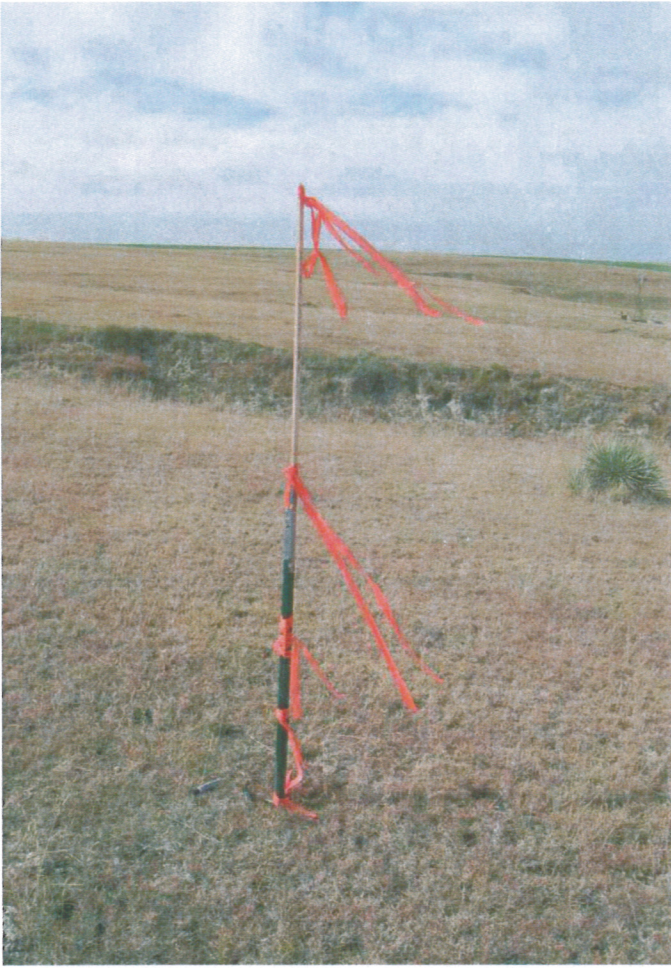


TN MN

8°

10/22/08

Wiese 34-5





in the land covered by this lease and placed in the unit bears to the total acreage in the land placed in such unit. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conducting of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

10. Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells 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. No part of the surface of the leased premises shall, without the written consent of Lessee, be let, granted or licensed by Lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

11. Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a Lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

12. Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of Lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, Lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but Lessee shall not suffer any forfeiture nor incur any liability to Lessor by reason thereof. Lessee shall have the right at any time to pay for Lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and any such payments made by Lessee for Lessor may be deducted from any amounts of money which may become due Lessor under this lease.

13. All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor Lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to the breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of Lessee.

14. Breach by Lessee of any obligations hereunder shall not constitute a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby or be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence compliance with the obligations imposed by this lease.

15. This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to Lessor and Lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as Lessor not execute this lease, it shall nevertheless be binding upon the party or parties executing same.

16. For the above consideration, Lessee is granted an option to renew this lease under the same terms and provisions for an additional three (3) years from the end of the primary term hereof, and as long thereafter as oil and gas is produced from said lands or lands pooled therewith. Lessee may exercise this option by paying to Lessor the sum of \$12.00 per net acre (as bonus and paid up rentals) prior to the expiration of said lease.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

*Kip R. Wiese*  
Kip R. Wiese

*Deonn G. Wiese*  
Deonn G. Wiese

STATE OF KANSAS )  
COUNTY OF CHRYSTIANE ) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah, Nebraska, North Dakota, South Dakota  
ACKNOWLEDGEMENT - INDIVIDUAL

On the 27th day of August, A.D. 2008, personally appeared before me Kip R. Wiese and Deonn G. Wiese, husband and wife, the signers of the above instrument, who duly acknowledged to me that they executed the same. WITNESS my hand and official seal.

My commission expires: August 24, 2008



*Janet S. Jensen*  
Notary Public  
Residing at 21st Street, Topeka, KS

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss. ACKNOWLEDGEMENT (For use by Corporation)

On the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, personally appeared before me

\_\_\_\_\_, who being duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said \_\_\_\_\_ acknowledged to me that said corporation executed same. WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_



EXHIBIT A

ADDENDUM TO OIL AND GAS LEASE

Attached hereto and made a part hereof that certain Oil and Gas Lease dated the 18<sup>th</sup> day of August, 2005, by and between Kip R. Wiese and Deonn G. Wiese, husband and wife, as LESSOR and LoneTree Energy & Associates, LLC, 950 17<sup>th</sup> Street, Suite 2000-A, Denver, CO 80202, as LESSEE, covering the following described lands to wit:

TOWNSHIP 4 SOUTH, RANGE 41 WEST, 6<sup>th</sup> P.M.

Section 3: All  
Section 5: S2  
Section 9: N2NW  
Section 13: E2

Containing 1360.00 acres more or less.

Notwithstanding the provisions of this lease to the contrary, this lease shall terminate at the end of the primary term as to all of the leased land except those lands within a producing spacing unit prescribed by law or administrative authority on which is located a well producing or capable of producing oil or gas on which lessee is engaged in drilling or reworking operations. This lease shall not terminate so long as drilling or reworking operations are being continuously prosecuted if not more than one-hundred twenty (120) days shall lapse between the completion or abandonment of one well and the beginning operations for the drilling of another well.

SIGNED FOR ACKNOWLEDGEMENT:

  
Kip R. Wiese

  
Deonn G. Wiese

STATE OF KANSAS, CHEYENNE COUNTY  
This instrument was filed for record on the  
31<sup>st</sup> day of October, 2005  
at 11:30 o'clock A.M. and recorded  
in Book 145 Page 345-347  
Register of Deeds  
Fee: 16.00  
Re: LoneTree Energy

