

For KCC	Use:		
Effective	Date:		
District #			
	\Box		

Kansas Corporation Commission Oil & Gas Conservation Division

Form C-1 October 2007 Form must be Typed

	ITENT TO DRILL All blanks must be Filled a (5) days prior to commencing well
Expected Spud Date:	Spot Description:
month day year	
	Sec Twp S. R E W
OPERATOR: License#	feet from E / W Line of Section
Name:	Is SECTION: Regular Irregular?
Address 1:	
Address 2: State: Zip: +	(Note: Locate well on the Section Plat on reverse side)
Contact Person:	County:
Phone:	Lease Name: Well #:
CONTRACTOR II	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
Name:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MSL
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile: Yes No
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OWWO: old well information as follows:	Surface Pipe by Alternate: III
II OWWO. Old well illiormation as follows.	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
Directional Designated and Having what well have 0	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore? Yes No	Well Farm Pond Other:
If Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location: KCC DKT #:	(Note: Apply for Permit with DWR)
που Βιτί π.	Will Cores be taken?
	If Yes, proposed zone:
The undersigned hereby affirms that the drilling, completion and eventual plus It is agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i> to through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the district. The appropriate district office will be notified before well is either pluggen. If an ALTERNATE II COMPLETION, production pipe shall be cemented.	drilling rig; by circulating cement to the top; in all cases surface pipe <i>shall be set</i> e underlying formation. rict office on plug length and placement is necessary <i>prior to plugging;</i> ed or production casing is cemented in; d from below any usable water to surface within <i>120 DAYS</i> of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing
For KCC Use ONLY API # 15 Conductor pipe required feet Minimum surface pipe required feet per ALT. I II Approved by:	Remember to: - File Drill Pit Application (form CDP-1) with Intent to Drill; - File Completion Form ACO-1 within 120 days of spud date; - File acreage attribution plat according to field proration orders; - Notify appropriate district office 48 hours prior to workover or re-entry; - Submit plugging report (CP-4) after plugging is completed (within 60 days); - Obtain written approval before disposing or injecting salt water.
	- If this permit has expired (See: authorized expiration date) please
This authorization expires:	check the hox helow and return to the address helow

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

_ Agent: _

Spud date: _

check the box below and return to the address below.

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



IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

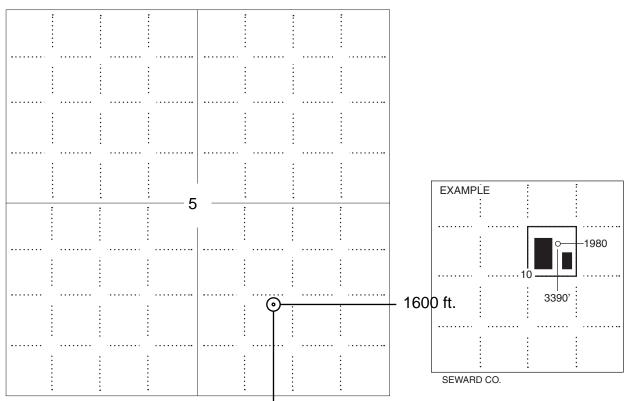
Plat of acreage attributable to a well in a prorated or spaced field

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

API No. 15	
Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	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.)



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 OIL & GAS CONSERVATION DIVISION

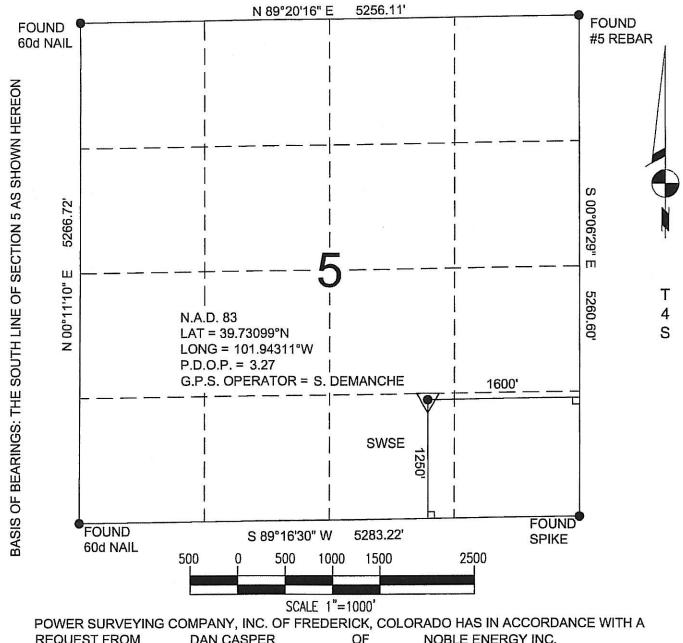
1033446

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) rom ground level to deepest point:				
material, thickness and installation procedure.					
Distance to nearest water well within one-mile	of pit	Depth to shallo	west fresh waterfeet.		
feet Depth of water wellfeet			redwell owner electric logKDWR		
Emergency, Settling and Burn Pits ONLY: Producing Formation: Number of producing wells on lease: Barrels of fluid produced daily: Does the slope from the tank battery allow all flow into the pit? Yes No Submitted Electronically		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: Number of working pits to be utilized: Abandonment procedure: Drill pits must be closed within 365 days of spud date.			
KCC OFFICE USE ONLY Steel Pit RFAC RFAS					
Date Received: Permit Num	ber:	Permi	it Date: Lease Inspection:		



DAN CASPER REQUEST FROM NOBLE ENERGY INC. **WIESE 34-5** DETERMINED THE LOCATION OF OF SECTION 1250' FSL & 1600' FEL TO BE , RANGE 41 WEST TOWNSHIP 4 SOUTH OF THE 6th PRINCIPAL MERIDIAN, CHEYENNE COUNTY OF STATE OF **KANSAS**

LOCATION NOTES:

LOCATION FALLS IN: DRY LAND

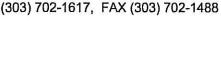
IMPROVEMENTS: E-W FENCE 175' SOUTH OF LOCATION

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

DISTANCES AND BEARINGS ARE FIELD MEASURED UNLESS NOTED OTHERWISE.

LEGEND:

SECTION CORNER (AS NOTED) PROPOSED WELL LOCATION



FREDERICK, CO 80504

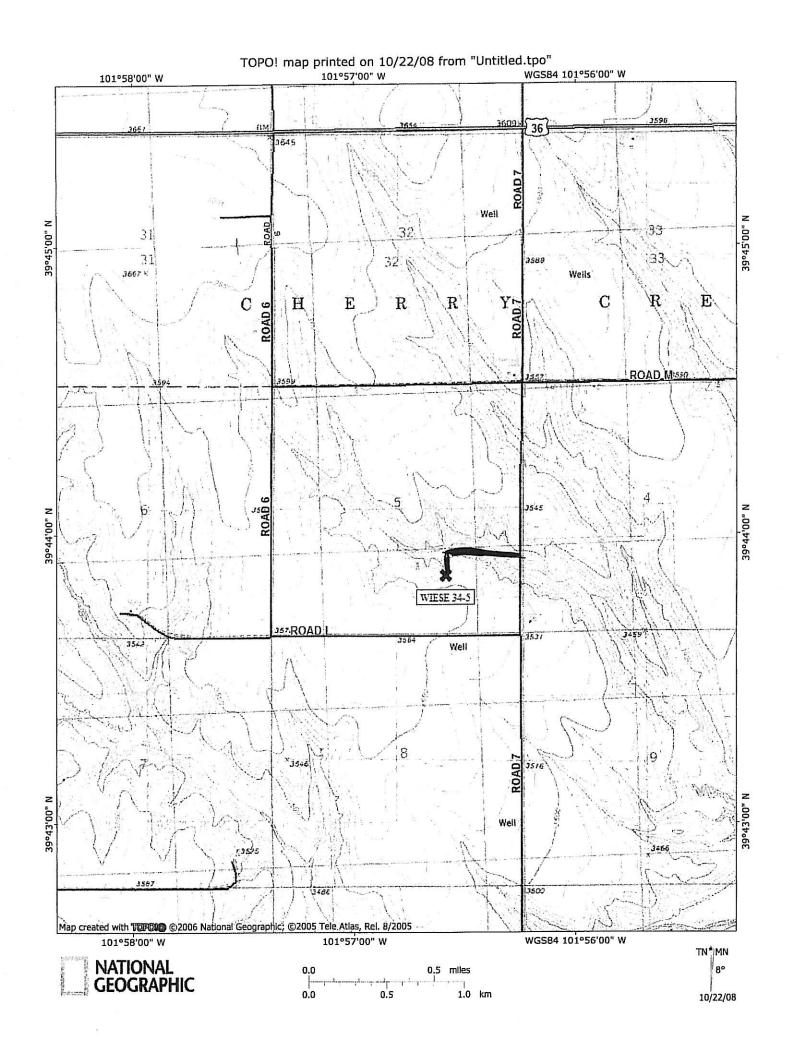
7800 MILLER DRIVE, UNIT C

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

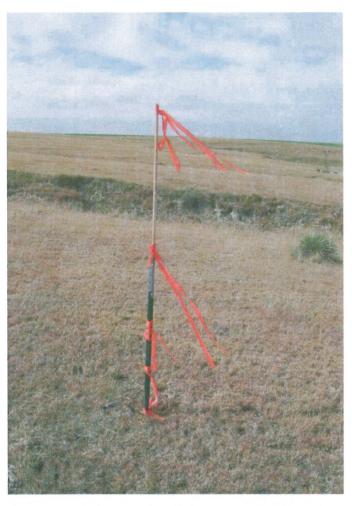
Surveying Company, Inc.

Established 1948





Wiese 34-5









OIL AND GAS LEASE

THIS AGREEMENT, is made and entered into the 18th day of August 2005, by and between Kip B. Wiese and Deapn G. Wiese, husband and whose address is 18 2, Box 54, 56, Francis, KS 62256, hereinafter called Lessor (whicher one or more) and LONETREE ENERGY & ASSOCIATES, LLC whose address is 950 17th Street, Solio 2000A, Denver, Colorado 60202, hereinafter called Lesson

TOWNSHIP 4 SOUTH, RANGE 41 WEST, 6th P.M.

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

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

It being the purpose and intent of Lessor to lease, and Lessor does hereby lease, all of the lands or interests in lands owned by Lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1360.00 acres.

- 2. Subject to the other provisions herein contained, this lease shall remain in force for a term of FIVE (5) years from this date (terrin called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or lends pooled therewith or drilling operations are confinuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling a new well, the reworking, despending or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 90 days shall elapse between the completion or abunderment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land but Lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas is not been produced. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall renain in force so long as such operations, and this lease shall renain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described from the above
- 3. Lessee shall deliver free of cost to Lessor, into the pipeline or storage tanks to which the wells may be connected, one-eighth (1/8) of all oil and other liquid hydrocarbons produced and saved from the lessed premises, or, at Lessor's option, to pay to Lessor for such oil one-eighth (1/8) of the amount received by Lessee for all oil and other liquid hydrocarbons produced and saved from the lessed premises.
- 4. Lesses thall pay to Lessor for gas, gas condensate, gas distillate, easinglized gas and all other gases, including their constituent parts, produced from the lease premises and sold or produced from sald lands and used off the lease premises or in the manufacture of either produced, a sum equal to the control of the next proceeds received by Lesses from the sale of such produced substances where the same is sold at the mouth of the well or, if not sold at the mouth of the well, then the sale thereof. Without limiting the foregoing, it is expressly agreed the Lesses shall at all times have the right to charge the Lessor's royalty share of gas produced hereunder, with a proportionate share of the casts, if any, of gathering, compression, transportation, dehydration and any other costs incurred for the delivery and transportation of such gas to the point of delivery to the first purchaser of such production, and all applicable production, severance and other taxes.
- 5. If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products then, notwithstanding any other provision to the contrary, such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during ell of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall be obligated to pay or tender to Lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so that in, as royalty, an amount equal to the manufacture tested, provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, Lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Royalty contenting the sold or used and particular annual period as shown by Lessee's reconds shall govern the determination of the party or parties entitled to receive payment.
- 6. If the interest Lessor owns in the land covered by this lease is less than the entire and undivided fee simple indiceal estate therein, then whether or not such leaser interest is referred to or described herein, all royalties herein provided shall be paid to Lessor only in the proportion which his interest bears to the whole and undivided mineral fee.
- 7. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublestees, successors and assigns of the parties; and in the event of an assignment or subletting by Lesser, Lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to Lessor thereafter occurring upon any of the covenants or conditions of this lesse, either express or implied. No change in the ownership of the land, or royalites, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or require separate measuring or installation of expresse tends by Lessee. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no change in ownership of early land or of the right to receive results or royalites hereander, or of any interest therein, whether by reason of death, convergence or any other rester, shall be binding on Lessee (except at Lessee's option in any particular case) until 90 days after Lessee has been familised written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in Lessee's opinion to establish the ownership of the claiming party.
- 8. Lesses may, at any time, execute and deliver to Lessor or place of record a release covering all or any part of the acreage embraced in the lessed premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be reflexed of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release.
- 9. Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interest thereof or by the exercise of a right to pool by the Lessees thereof) when in Lessee's judgment it is necessary or advisable in order to provide a presentation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling breunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abuting or comering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for any other substances covered by this lease; provided that if any governmental regulation or order shall presente a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on a scrage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by Lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective due is specified in such declaration, but only in the proportion, that Lessor's acreage interest . VOL 125 PAGE 345

987-0149-00

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in the land covered by this lease and placed in the unit bears to the total accesso in the land placed in such unit. Nothing herein contained shall emblorize or effect any transfer of any tills to any least-hold, royally or other interest probed pursuant hierer. The commencement of a well, the conducting of other deliling operations, the completion of a well or of a dy hole, or the operation of a producing well or the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if estid well were located on, or such drilling operations were conducted upon, or such drilling operations were conducted upon, or such drilling operations are being conducted upon, and leads. Lessee may terminate any pooling effected pursuant bereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filling 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 is not reminated in some effective manner.

- 10. Lesses shall have the right to use, five of cost, oil, gas and water produced on said land for its operations thereon except water from wells of Lessor. Lesses 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 lessed premises shall, without the written content of Lessee, be left, 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. Lesses shall bury below plow depth its pipe lines on the lessest 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 content of the owner of the surface on which such house or barn is located. Lesses 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 lesse 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 lesse the rights of any party elaming any interest in said land and exercise such rights as may be obtained thereby but Lessee shall not suffer any forfeiture nor incur any likelity to Lessor by reason thereof. Lessee shall have the right at any time to pay for Lessor, any mortgage, taxes or other line or 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 Lessor to the Lessor may be deducted from any amounts of money which may become due Leisor under this lesse.
- 13. All express provisions and implied covenants of this lesse shall be subject to all applicable laws, governmental orders, rules and regulations. This lesse shall not be terminated in whole or in part, nor Lesses 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 coverants of this lesse if such failure is the result of the exercise of governmental authority, war, sinced heatilities, lack of market, act of God, strike, civil disturbance, fire, exploiten, flood or any other cause reasonably beyond the control of Lesses.
- 14. Breach by Lesses of any obligations hereunder shall not constitute a forfeiture or termination of this lesse 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 lesse, Lessor shall notify Lesses in writing of the facts relied upon as constituting a breach hereof, and Lesses, if in default, shall have staty (60) days after receipt of such notice in which to commence compliance with the obligations imposed by this lesse.
- 15. This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successor and assigns. Reference herein to Leasor and Leasor shall include reference to their respective successors and assigns. Should any one or more of the parties named above as Leasor not execute this lease, it shall neventheless be binding upon the party or parties executing same.
- 16. For the above consideration, Lessee is granted an option to renew this lesse 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 Lestor the sum of \$12.00 per net acre (as bonus and paid up rentals) prior to the expinition of said lease.

IN WITNESS WHEREOF, this leave	is executed as of the day and year first	above writion Deorma & Wing
Kip Pl Wese		Deonn G. Wiese
1		
STATE OF ANSIS	No. of the second	Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
COUNTY OF CHEYEUX	E is	Nebrasia, North Dakota, South Dakota ACKNOWLED GENERT - INDIVIDUAL
On the	AZASAST , A.D. 2005 , 1	nerconally appeared before me Kip R. Wiese and Deonn G. Wiese, busband and wife, the
My.commission expires:	A JANETS.	
theres 24 2008	NOTARY P STATE OF My App. Exp. 2/	UBLIC ANSAS Residing at Color fections KS
STATE OF	THE PART OF THE PERSON	
COUNTY OF	As.	ACKNOWLEDGEMENT (For use by Corporation)
On thedsy of	, A.D, 20	personally appeared before me
	Manual 1414-1414 1414 1414 1414 1414 1414 1414 1414 1414 1414 1414 1414 1414 1414	who being duly swom, did say that he is thePresident of
said corporation by authority of a resc said corporation executed same. WITE	olution of its Board of Directors and sold	, a corporation, and their said instrument was signed in behalf of a chrowledged to me that
My commission expires:		
\$4000 3400		Notary Public Residing at:

....

1

EXHIBIT A

ADDENDUM TO OIL AND GAS LEASE

Attached hereto and made a part hereof that certain Oil and Gas Lease dated the 18th 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 17th Street, Suite 2000-A, Denver, CO 80202, as LESSEE, covering the following described lands to wit:

TOWNSHIP 4 SOUTH, RANGE 41 WEST, 6th 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 old 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:

Rio R. Wiese

Deonn G. Wiese

STATE OF KANSAS, CHEYENNE COUNTY
This instrument was filed for record on the

Re: Lonetree Energy

SEAL