

For KCC	Use:
Effective	Date:
District #	·
SGA?	Yes No

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

1040529

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

#### NOTICE OF INTENT TO DRILL

Expected Spud Date:	Spot Description:
month day year	
ODERATOR, Licensett	(Q/Q/Q/Q) 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: Zip: +	(Note: Locate well on the Section Plat on reverse side)
Contact Person:	County:
Phone:	Lease Name: Well #:
CONTRACTOR: License 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 MSI
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
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:
	Surface Pipe by Alternate: I II
If OWWO: old well information 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:
	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:	( <b>Note:</b> Apply for Permit with DWR)
KCC DKT #:	Will Cores be taken? Yes No
	If Yes, proposed zone:
ΔΕΕ	IDAVIT
	TIDAVIT
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

Spud date: \_

If well will not be drilled or permit has expired (See: authorized expiration date)
please check the box below and return to the address below.

Well will not be drilled or Permit Expired	Date:
Signature of Operator or Agent:	

Side Two



For KCC Use ONLY	
API # 15	

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

In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	SecTwp S. R
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
lease roads, tank batteries, pipelines and electrical lines, as requ	ease or unit boundary line. Show the predicted locations of uired by the Kansas Surface Owner Notice Act (House Bill 2032). parate plat if desired.  LEGEND  O Well Location  Tank Battery Location  Pipeline Location
	Electric Line Location Lease Road Location
10	EXAMPLE
	1980' FSL
<b>⊙</b>	2560 ft

#### In plotting the proposed location of the well, 1/40 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.

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

- 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).
- 5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



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

1040529

Form CDP-1
May 2010
Form must be Typed

#### **APPLICATION FOR SURFACE PIT**

Submit in Duplicate

Operator Name:			License Number:
Operator Address:			
Contact Person:			Phone Number:
Lease Name & Well No.:			Pit Location (QQQQ):
Type of Pit:	Pit is:		
Emergency Pit Burn Pit	Proposed	Existing	SecTwp R
Settling Pit Drilling Pit	If Existing, date co	nstructed:	Feet from North / South Line of Section
Workover Pit   Haul-Off Pit   (If WP Supply API No. or Year Drilled)	Pit capacity:		Feet from East / West Line of Section
		(bbls)	County
Is the pit located in a Sensitive Ground Water Area? Yes No			Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)
Is the bottom below ground level?  Artificial Liner?			How is the pit lined if a plastic liner is not used?
		No	
Pit dimensions (all but working pits):	Length (fe	et)	Width (feet)N/A: Steel Pits
Depth from ground level to deepest po			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.			dures for periodic maintenance and determining cluding any special monitoring.
Distance to nearest water well within one-mile of	of pit:	Depth to shallo Source of infor	west fresh water feet. nation:
feet Depth of water well	feet	measured	well owner electric log KDWR
Emergency, Settling and Burn Pits ONLY:		Drilling, Work	over and Haul-Off Pits ONLY:
Producing Formation:		Type of materia	l utilized in drilling/workover:
Number of producing wells on lease:		Number of work	king pits to be utilized:
Barrels of fluid produced daily:		Abandonment	procedure:
Does the slope from the tank battery allow all s flow into the pit? Yes No	pilled fluids to	Drill pits must b	e closed within 365 days of spud date.
Submitted Electronically			
	ксс	OFFICE USE O	NLY Liner Steel Pit RFAC RFAS
Date Received: Permit Num	her·	Permi	t Date: Lease Inspection: Yes No



#### Kansas Corporation Commission Oil & Gas Conservation Division

1040529

Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

#### CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (C	Cathodic Protection Borehole Intent)		
OPERATOR: License #	Well Location:		
Name:	SecTwpS. R		
Address 1:	County:		
Address 2:	Lease Name: Well #:		
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of		
Contact Person:	the lease below:		
Phone: ( ) Fax: ( )			
Email Address:			
Surface Owner Information:			
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional		
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the		
Address 1: owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.			
City: State: Zip:+			
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and batteries, pipelines, and electrical lines. The locations shown on the plat in the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.		
I certify that, pursuant to the Kansas Surface Owner Notice Adowner(s) of the land upon which the subject well is or will be lo CP-1 that I am filing in connection with this form; 2) if the form b form; and 3) my operator name, address, phone number, fax, are	ct (House Bill 2032), I have provided the following to the surface potential:  1) a copy of the Form C-1, Form CB-1, Form T-1, or Form the being filed is a Form C-1 or Form CB-1, the plat(s) required by this end email address.  1) cknowledge that, because I have not provided this information, the		
KCC will be required to send this information to the surface ow	ner(s). To mitigate the additional cost of the KCC performing this fee, payable to the KCC, which is enclosed with this form.		
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1	fee with this form. If the fee is not received with this form, the KSONA-1 1 will be returned.		
Submitted Electronically			

OPERATOR: Samuel Gary Jr & Associates, Inc 1515 Wynkoop Street, Suite 700

Denver, Colorado 80202 office: 303-831-4673; fax: 303-863-7285

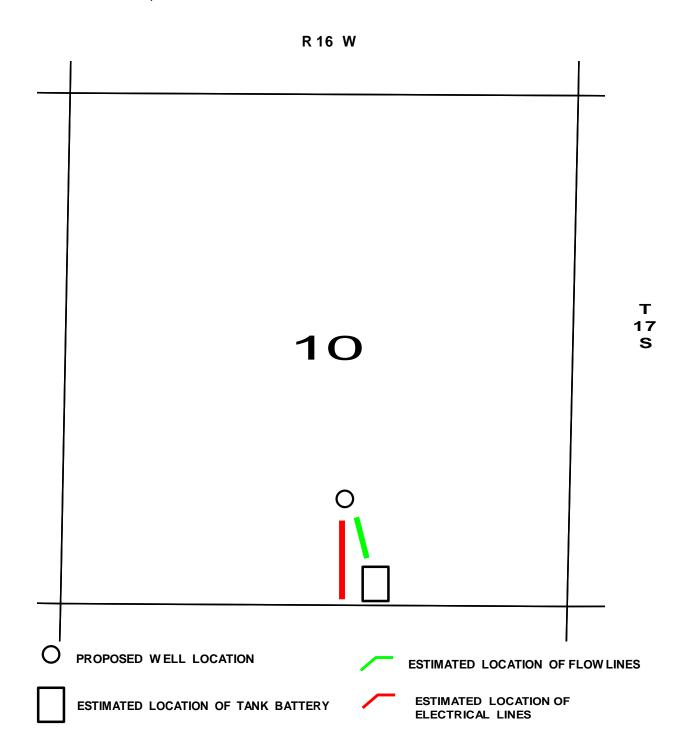
WELL NAME: BRACK ET AL 1-10

LOCATION: 1100 FSL / 2560 FEL Sec. 10 - 17S - 16W RUSH COUNTY

SURFACE OWNER: BRACK FAMILY FARMS

c/o First National Bank, Don Peters, Box N

Attn: Trust Dept Pratt, KS 67124



## 944

## OIL AND GAS LEASE

AGREEMENT, Made and entered into the	L3th	day of		November		2008
by and between	BRACK FAMILY	ILY FARMS INC.	/o Fi	t Nati	al Bank,	
where mailing address is	223 S. N	223 S. Main, Box N, P	ratt,	Kansas 6	V F 7 1 2 4 heremañer celled Lessor (whether one or	r more),
Will	1560 Broadwa	iv, Suite 2100, Denve	r, CO 80202		hereinafter called	Lessee:
tion of Teach provided and a procedure, breein provided and in procedure, dralling, mining pipe lines, storing oil, hydrocarbons, gases and any reversionary rights an	n and Other Valuable C of the agreements of the Lexice h ing and operating for and produci building tanks, power stations, tel their respective constituent produ d'after-acquired interest.	Valuable Considerations so the Lease herein contained, hereby go for and producing oil, liquid hydrocarbon ower stations, telephone lines, and other stations products and other products maintenent products and other products maintenest.	grants, leases and le mr, all gases, and the structures and things ramufactured therefore	i (0.00) ii secolasively unto Lease, ir respective convituent thereon to produte, save on, and housing and oth	Dollars (\$\frac{\mathbb{F}}{10.00}\$) in hand paid, receipt of which is grants, leases and lets evolutively unto Leases for the purpose of investigating explorant, and their respective countituent products, injecting gas, water, other flurantiactures and things thereon to produce, save, take care of treat, manufacture, process manufactured therefrom, and housing and otherwise carring for its employees, the fo	hereby loring by nids, and sst, store ollowing
SEE EXHIBIT "A"		AND MAD	State of EA PART HEREOF F	Kansas FOR PROPERTY DES	described as follows Y DESCRIPTION.	s to-wit:
accretions thereto.	/ South	Range	and	ming	4.00 acrez, more or less,	, and all
Subject to the provisions berein contained, this lease s hydroarbons, gas or other respective occasitinent propriorisons hereof.  In consideration of the premises the said Lesser coven 1st. To deliver to the credit of Lessor, free of cost, in premises.	leare shall remain in force ent products, or any of th covenuts and agreeu: cost, in the pipe line to wh	ce for a term of Three (3): them, is produced from said land of which Lessee may connext wells on	3) years fron nd or land pooled th	years from this date (called "primary tenral pooled therewith or this lease is otherwith and pooled therewith or this lease is otherwith said land, the equal one-eighth (1.8) part of all	mary term") and as long thereafter as oil, li colherwise maintained in effect pursuant to ut of all oil produced and saved from the le	il, liquid int to the int to the
2nd. To pay Less.or for gas, (including easinglyes (1/2), at the market price at the well, (but, as to gas sold by part of the production, severance, or other excise haves an otherwise including any such gas merchanishe) for the gas a	ad gas) of whatsoever nary. Lessee, in no event more the cost incurred by L. sold, used off the premise	ture or kind produced and solic ter than one-eighth (1.8) of the essee in delivering treating for es, or in the manufacture of pro-	Ler used off the pre- net proceeds received r the removal of nitro- ducts therefrom	uses, or used in the man by Lessee from such sal gen, helium or other in navments to be made in	infacture of any perchaes therefrom, one les, such net proceeds to be less a propopututies in the gas, processing, compre-	om, one-eighth proportionate ompressing or
This lease may be maintained during the primary the leaved premises or on screage pooled or unitized there continuously prosecuted on the leased parames or on acredity shall elapse between the completion or alradorment pooled or unitized therewith, the production should cause behave or unitized therewith, the production should cause behave or unitized there with the production should cause behave or unitized there are also so that the day of the search shall continue in full force and effect as long as of or gas it.	term hereof without fur rewith but Lesses is ther eage pooled or unitized t of one well and the begin of one well and the begin of production or from th is produced from the least	ther payment or drilling operate a engaged in drilling revorbing revorbing revorbing the revorbing revorbing revorbing revorbing revorbing revorbing revorbing revorbing revorbing reprint the drill ming compared resease that this lesses sing a deals of completion of a day end and or on precise the revorbing revorbin	ions. If at the expirations are considered to be considered to be ing of a subsequent I not terminate if Le I hole. If oil or gas still each in manufaction of the consistent	payments to be made into the primary term of the primary term of the primary term continuously prosecuted bell. If after discovery of see commences additionall be discovered and printly the primary of the primary properties additional to the primary prim	of this lease, oil or gas is not being produced of this lease, oil or gas is not being produced of finitume in force so long as operations are being into more than one hundred and twenty (12 foil or gas on the leased premises or on acrea and drilling or reworking operations within on odduced as a result of such operations, this hea	fuced on the being thy (120) that acreage tithin one this lease
If after the primary term one or more wells on this lease premises or lands pooled or unitized therewith are eapelle of producing oil or gas or other autstances covered hereby, but such well or wells are the wells are producing the propose of maintaining the leave. If for a period of minery (so minery days such wells are shul in or producion therefrom is not sold by Lease, the Leases the Leases well and any of the propose of maintaining the leave. If for a period of minery (so minery of any such wells are shul in or production therefrom is not sold by Leases, the Leases the Leaves the Le	to lease premises or land of by Lesses, such well on ion therefrom is not sold of y date of this lease next in is not being sold by Le rand pooled or unitize Lessee's failure to prope	pooled or unitized therearing the vells shall nevertheless be definited and Lesses shall partially after the expiration of stage, provided that if this least of she spenish, no shut-in royalty pay shut-in royalty shall re	ure capable of producement of the said ninety (50) of it is not ninety (50) of it is not ninety (50) of it is not ninety (50) of it is ninety ferror shall be due until the oder Lessee liable for	rar.  The property of the property of the property of the property of the bollar (  To of otherwise being matter of the next for the meant of the next following the amount due, but shall the amount due, but shall the property of the prope	Trainteer covered hereby, but such well craw training the leave. If for a period of ninety of 2000 per acte that covered by this lease, as on or before such ami-varsay date of this le intained by operations, or if production is but ami versary date of this lease that covarior. It not operate to terminate this leave.	remell. nety (90) ase, noth his lease is being
If and Lexact owns a less interest in the above che paid the said Lexact only in the proportion which Lexact's Lexace whall have the right to use, free of onst, gar	escribed land than the er interest bears to the who is, oil and water produced	thre and undivided fee simple le and undivided fee.  I on aid land for Lessee's oper	estate therein, then the attention thereon, except	e royalties (including an	g shut-in royalties) herein provided for . Lessor.	shall be
When requested by Lessor, Lessee shall bury Les Wo well shall be drilled neurer than 200 feet to th Lessee shall pay for dunages caused by Lessee's	sees's pipe lines below plee house or barn now on a operations to growing or	low depth. eaid premises without written cope on said land.	ensent of Legent.			
Lessee shall have the right at any time to remove If the estate of either party bareto is assigned, a successors or assigns, but no change in the ownership of assignment or a true copy thereof. In case Leave assigns of sesignment.	all machinery and fixtur and the privilege of assig f the land or assignment this lease, in whole or in:	es placed on said premises, inc yning in whele or in part is es of rentals or resalties aball b part, Lessee shall be relieved o	luding the right to dr tyressly allowed, the e binding on the Les fall obligations with	w and remove casing covenants hereof shall covenants there the Lesser respect to the assigned p	extend to their bein, executors, edminit e has been furnished with a written tran ortion or portions areing subsequent to	distrators, ansfer or
Lesses may at any time execute and deliver to La such portion or portions and be relieved of all obligations as	ersor or place of record as to the acreage nurend	a release or releases covering a pred.	my portion or portion	s of the above described	premises and thereby surrender this lea	are as to
All express or implied covenants of this lease shall be subject to all Federal and State Laws, Excentive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part nor and production along the comply therewith, it compliance is pre-ented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, including restrictions on the drilling prevented or order. The production of the practice of compliance covered hereby. When drilling, reworking, production of other persentions or obligations under this lease as production of order persentions or obligations or orders, or by inability to obtain necessary permits, equipment, services, married, married, married, field, access, or essements, or by an act of Order statism, as mention, or the public results of the public enemy, was. Biokaded, public roll, eligitating, first, storm, flood or other act of nature, explosion, governmental editor, governmental elegants, to chain as satisfactor, market for production, or failure of purchasers or carriers to take or transport and production, or by an act of production, or by an action government of preventions are all not terminate because of such prevention or delay, and, at Lessee stall incomply or elegance.	all be subject to all Fede with, if complaints is provided in a suportation of oil, gas or or orders, or by inability to public enemy, war, public org, market for production org, market for production reasonably within count	and State Laws, Executive seemed by, or if and failure is other aubstance covered hereby obtain necessary pennits, equivalent, prof. ightening, faw, puble roof, lightening, faw, or failure of purchavers or is of Lessee, this lease shall may be abeath of any provision or in a breach of any provision or in	Orders, Rules or Rether Pash of any and the result of any and the result of any and phone defined, restricting the story of activities to take or to the retrience of a terminate because the properties of the contential of the co	ulations, and this lease so I Law, Order, Rule or Farings, or Conduction or The area of th	shall not be terminated, in whole or in It Regulation, including restrictions on the sar operations or obligations under this likel, access, or essements, or by an action, governmental action, governmental action, governmental or any or by any other causes, whether of it has a mit, at Lessee's option, in the period production, or other operations are so production, or other operations are so pr	part, nor e drilling lease are of God, al delay, he kind to such re-ented
Lessor here's warrant; and agrees to defend the suchar hers on the above described lands, in the event of successors and assigns, hereby; surrender and release all rig which this lesse is made, as recited herein.	title to the land: herein of default of payment by ight of dower and homest	lescribed, and agrees that the I Lessor, and be subrogated to rad in the premises described.	#3see shall have the the rights of the hole herein, in #0 far as sa	the right at any time to redeem for Lessor, by per tholder thereof, and the understand Lesson, for as said right of wover and homestead may in any	m for Lesser, by perment any mertagge raigned Lesson, for themselves and the mestead may in any way affect the purp	er, taxes er hen., pcs fo
Lesses, at its option, is hereby given the right and thereof, when in Lesses's judgment it it necessary or advunder and that may be produced from said premises, not or min a unit or utils not exceeding 640 acres each in the instrument identifying and describing the pooled or mities from the pooled unit, as if it were included in this lease. If on the premises covered by this lease or not. In lieu of this is mount of his acreage placed in the unit is the unit of the imposition.	d power to pool, unities isable to do so in order polonie, or unitiation to event of a gas well. Less de acreage. The entire acid production is found on the proposition is found on the collection in the proposition is found interest therein on an acr	rocombine the acreage correre to properly develop and opera- be of that's contiguous to orr- be chall execute in writing an reage so pooled or unitized inti- microper and proper a serege, in specified, Lessor shall rec- eage basis bears to the total are	i by this leare or any te said lease premises another and to be in treord in the converse of a treord in the converse is shall be treated as vive on preduction fit was no provided or un	portion thereof with oths of so as to promote the co of a unit or units not exceed and exceeded the count of the performance only in a unit so protect only itsed in the perfocial on the	or lark, lexe or leases in the immediate cuser-action of oil, gas, or other miner all seeding 40 acros each in the event of an of an inty in which the lexal herein leased is sittle seed to be succeed to the payment of roy allies on por this lease, whether the vell or wells be "yeld portion of the royalty stipulated hit modived."	s vicinity ls in and oil well, tuated an oduction e located
Lessor agrees to give written notice to Lewes, if, during the primary term of this lease, Lessor receives a borne fide other which Lessor substances covered they this lease and covering all or a stortion of said and herein, with the lease becoming effective upon expiration of this issue. Lessor hereb agrees to notice due to the said offer immediately, including in the notice the name and address of the office, the price offered and to ther pretinent tensing and conditions of the soffice. Lesses, for period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the period of the control of the said of the said according to the period of the said of th	f, during the primary tem eved by this lease and oc 3, including in the notices of the prior and preferred la le up to and including the le on to first Lessor in writin 's collection draft payabl of, Lessor shall promptly	of this lease, Lessur receives are the serious and setting and address of the origin and optical to purchase the pright and optical to purchase the pright and optical to purchase the principal and the fellowing by mail of telegram prior the eto Lessor in pryment of the sexecute soid lease and return	a bona fide offer wheland herein, with the fiferor, the price offer a lease or part thereof this lease shall be a or printing of this lease shall be a or printing of said 1: presified amount as of presified amount as of the same along with the sa	ch Lessor is willing to a lease becoming effective defant all other pertinent or interest therein, cover bleet to the terms and or chay period. Lesses that manderation for the new manderation for the new	tocept from any party offering to purche to upon expiration of this lease. Leason terms and coordinors of the offer. Leason red by the offer at the price and according the price and execution of this paragraph. Should Leason nititions of this paragraph. Should Leason all promptly thereafter fromith to Leason lease, such draft being subject only to a see" representative or through Leason's	or hereby see, for a ng to the see elect the new approval
This lease may be aigned in any number or mun notwithstanding some of the Leworz above named who maithough not named above.	nbers of counterparts an any not have joined in the	d shall be effective as to each execution hereof. The word	Lessor on execution Lessor" as used in the	hereof as to his or her is lease shall mean the p	interest and shall be binding on those signinarty or parties who execute this lease as Less	signing, s Lessor,
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 and geophysical or geological instruments, terts or procedures, for the purpose of secund geophysical information. All information obtained by Lessee as a result of such advirty shall be the exclusive property of Lessee, may disseminate or sell such information where the constant agree that a portion of the consideration paid before by payment of vasual and outstonary damages associated with assimograph operations (i.e., if may extraordinary damages a heard occurrent of vasual and outstonary damages as tenent) will be compensation.	the land herein described, serimograph explosions, between an erall of an the consideration yaid he extraordinary damages s	i by geological, geophyrical of, magnetometer, or other geogo che activity shall be the exchusion activity shall be the exchusion is for advance payment of rem is for advance payment of the clid occur, at Lesson's discre	r other methods, whe thy ical or geological or we property of Lesse fusual and customartion, Lesson or its te	ther similar to those here instruments, tests or pro- , and Lessee may dissen- damages associated wif lant (if Lessor has a term	ein specified or not and whether now know cocklres, for the purpose of securing sychloy mate or sell auch information without Leash seismograph operations (i.e.; tire tracks in ani) will be compensated accordingly, or Le	mown or reological Lessor's das in the or Lessee
Lescor (and Lessee) herein agree to less and est licreinabove desorthed lease premise. Lessor further agre- solated facilities.  CEG DATHDATA (4.4.2.2.4. PERMA CHITAL	corpt from the terms of the terms of the that Lessee shall not be that the terms of	his Oil and Gas Lease any or be liable nor shall Larase have	rrently existing cil a the obligation to plug	ndor gas well(s), bore I and abandon any of taid	note(s) or other related facilities located teristing oil and/or gas wells(s), bore lu	located on the bore liole(s) or
ATTACHED	HEKETO AND	F. F.	HOF FOR	IONAL .	TERMS AND PROVISIONS.	
Witnesses:		rack ation	Family Bank	Area Eranning Iran	Co. c/o First represented by	
		on	ters,	ъ	•	

### EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated November 13, 2008, by and between, BRACK FAMILY FARMS INC., as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.

## PROPERTY DESCRIPTION:

# TOWNSHIP 17 SOUTH - RANGE 16 WEST

### SECTION 10:

That certain tract or parcel of land estimated to contain 314.00 acres, more or less, being described as the East Half (E/2) of Section 10, Township 17 South, Range 16 West, Rush 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 which Lessor may acquire in the same, by prescription of nonuse. It is the intention of this lease to cover and include any mineral interest which the Lessor may

# ADDITIONAL TERMS AND PROVISIONS:

- The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- Lessee shall bury and maintain all pipelines below ordinary plow depth (36"). 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. 3
- 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 \$15.00 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

### Ë E GA AND

AGREEMENT, Made and entered into the		day of	December	er 2008	80
oy and between	EOGENE MAN	ECULINE MANELLE and MAKY JO MANETH, husband and wife	J.H. husband and	i wife	
where mailing address is	961 NW 100 <sup>th</sup> I	961 NfW 100th Road, Olmitz, Kansas 67564		hereinafter called Lesson (whether one or more)	(allo
and	High Plains En	High Plains Energy Partners, LLC			5
	1560 Broadway	1560 Broadway, Suite 2100, Denver, CO 80202	202	, hereinafter called Lewiee:	1996
Lessor, in consideration of acknowledged and of the royalties herein provide or why give and other means are considered.	Ten and Other Valuable Considerations and of the agreements of the Lesce herein contained, beneb	le Considerations Do	ollars (\$ 10.00 and lets exclusively uni	Leason, in consideration of Ten and Other Valuable Considerations  Dollars (\$\frac{10.00}{10.00}\$) in hand paid, receipt of which is hereby assured and of the agreements of the Leasee herein contained, bereby gants, leases and lets exclusively unto Leases for the purpose of investigating, exploring by	ereby 1g by

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Sas described as follows to	ROPERTY DESCRIPTION.
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80.00 and containing 16 West 16 West Range Range South South 17 1 Township qirlsaw 10 thereto In Section accretions In Section accretions

and as long thereafter as oil, maintained in effect pursuent led "primer; term") lease is otherwise r (calle years from this date pooled therewith or for a term of Three (3) em, is produced from said land or force for of the isions herein contained, this lease shall remain in to other respective constituent products, or any Subject to the provi hydrocarbons, gas o provisions hereof.

and agrees: 00 premises 1 nsideration of the 5

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and saved from oil produced a part of all (1/8) one-eighth ( the equal said land, S 8 which Less 2 in the pipe line of cost of Lessor, free 1st. To deliver to the

2nd To pay Lesear for gas, (including exangles agas) of whatever nature or kind prochoed and sold, or used off the premises, or used in the manufacture of any prochects therefrom, one-eighth (18) 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 accises taxels and the cost incurred by Lessee in delivering for the removal of nitrogen, helium or other impurities in the gas, processing, conjursating, or the production, severance, or other accises taxels and the cost incurred by Lessee in delivering for the removal of nitrogen, helium or other impurities in the gas, processing conjursating of the primary term hereof without further payment or drilling operations. If at the expiration of the monthly.

This lesse may be maintained during the primary term hereof without further payment or drilling operations. If at the expiration of the lessee, oil or gas is not being produced or or on accessing produced or unified therwith and the payment of the drilling of a advancement of the further of none that or the drilling of a advancement of the further of none that or on accessing the primary term, this lesse shall continue in force and form the drilling of none with the production or advancement of one well and the beginning of operations about a produced or unified and twenty (120) days, then the date of consecution of production of a day production of a day had be discovered and produced as a result of much lessed premises of on acrose productions in this lesse shall be discovered and produced as a result of much lessed premises of on accessing productions whilm one account of a gay in the lesses of the account of a gay in the lesses of the account of a

If after the primary term one wells, so the described herewith are capable of producing oil or gas or other substances covered hereby, but such well or mere thereform is not before the mere and the east premises or lands pooled or unitized therewith are capable of producing for the purpose of manifaming the lease. If for a particle of mine; of consecutive days such well or wells shall received be deared to be purpose of manifaming the lease. If for a particle day is such well or wells are the covered by this lease, supermet to be made to Leaser our or before the minerary date of this lease not cashing all or the expiration of the state is an its primary term or producing thereform is not being sold by Leases, provided that if this lease is an its primary term or otherwise being maniformatical therewith, no shut-in royalty shall be done that the rest and the leased permises of lands pooled or unitized therewith, no shut-in royalty shall be done that the next following amiversary date of this lease that the cash manifold be and the leased permises of lands pooled or unitized therewith, no shut-in royalty shall be done that on the more producing therefore an interest in the above described land than the enter and undivided dec.

If aid Leasor owns a less interest in the above described that the whole and undivided dec.

If aid Leasor owns in the proportion whole, Leases's interest bears to the whole and undivided dec.

Leases shall have the right to use, free of cost, gas, oil and water produced on said land for Leases's operation thereon, accept water from the wells of Leases's appel ince, below plow depth.

No well shall be drilled nearer than 200 feet to the house or hummony and grammies, including the right to draw and remove casing.

Leases shall have the right at any time to remove all machinery and grammes, without written consent of Leaser.

If the estate of either party here is assigned, and the privilege of assigning in whole or in part, Leasees until offer the Leases has been furnished with a writing of

unistrators, transfer or to the date

Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby aurender this lesse as to the acreage aurendered.

All express or implied covenants of this lesse shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lesse shall not be terminated, in whole or in part, nor much production of wells, and regulation of the preventh, in compily therewith, it compliance prevented or delayed by such laws, rules, regulations of the public enemy, was in the formal production of the production of the public enemy, was included the lesses are preferred to a part of the public enemy, was included to the public enemy, and the public role public role (algorithms to the public role) and a statistically enamental disturbance, as statistically enamental and in the production of the public role (algorithms to the public role) and the public role (algorithms to the public role) and a statistically enamental and the production, or observant and the public role (algorithms to manifold) and a statistically enamental above or otherway, which is not reaconably within control of Lesses, this lesses thall not terminate because of such prevention or other production, or other operations are so prevented or delayed.

payment any mortgages, taxes for themselves and their heirs, any way affect the purposes for Lessor hereby warrants and agrees to defend the title to the lands berein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by 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 understoned Lessor, 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 awhich this lease is made, as recited herein.

Lesses, at its option is hereby given the right and power to pool, unitize or combine the acreage covered by this lease or any portion thereof with other land, lesse or leases in the inmediate vicinity under the receipt and of each sold in order to properly develop and operate said lease premise; so as to promote the consentation of oil, gas or other minerals in and control and the receipt of the count of the receipt of a gas well. Lessee shall except man to the count of this the lead of the receipt of a gas well. Lessee shall except minist and to come, and the receipt of the count, in which the land here it leased is found on the pooled or unitized acreage is count of the count, or which the land here it leased is found the pooled or unitized acreage is opposed or unitized into a tract or unit stall be treated, for all purposes except the payment of rotalities on production is found on the pooled or unitized acreage is opposed or unitized acreage. The entities acreage is production is lad from this leave. If production is found on the pooled or unitized acreage is opposed or unitized acreage is opposed or unitized acreage is opposed or unitized and the production is lead from this leave. If production is found on the pooled or unitized in the production is lead from this leave whether the well or wells be located the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bean to the total acreage so pooled or unitized in the particular unit involved.

Lessor agrees to give written notice to Lessee, if, during the primary term of this lease, Lessor receives a bona fide offer which Lessee in writing of add offer inmediately, including in the notice the name and address of the offer or interest thereu, covered by the offer in agrees to part thereof or interest thereu, covered by the offer in writing of add offer inmediately, including in the notice the name and educes of the production of said lease present to the terms, hereto, it shall so notify Lessor in writing by mail or

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

herein specified or not and whether now known or procedures, for the purpose of securing geological seconnate or sell such information without Lescor's with seismograph operations (i.e.; fire tracks in the tenant) will be compensated accordingly, or Lessee Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those had including the drilling of holes, use of torsion balance, seamograph explosions, magnetometer, or other geophysical or geological instruments, tests or rand good polyment and histornation. All information, All information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee may disconcent Lessor and Lessee brenin ague that a portion of the consideration paid herein is for advance payment of usual and custornary damages associated wheat, pasture or field, road use, compaction etc.). If any extraordinary damages should occur, at Lessee's discretion, Lessor or its tenant (if Lessor has a tenant the damages in licut of compensation.

other related I Lessor (and Lesses) herein agree to less and except from the terms of this Cil and Gas Lesse any currently existing oil and/or gas well(s), bore hole(s) or thereinshors described lesses premises. Lessor further agrees that Lessee shall not be liable nor shall Lessee hare the obligation to plug and abandon any of said existing related holying each opposite the contraction of the contraction

AND PROVISIONS ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS

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## EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated December 1, 2008, by and between EUGENE MANETH, ET UX, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.

## PROPERTY DESCRIPTION:

#### FRACT 1:

# TOWNSHIP 17 SOUTH - RANGE 16 WEST

### SECTION 1:

That certain tract or parcel of land estimated to contain <u>80.00</u> acres, more or less, being described as the South Half of the Northeast Quarter (S/2 of the NE/4) of Section 1, Township 17 South, Range 16 West, Rush County, Kansas.

### TRACT 2:

# TOWNSHIP 17 SOUTH - RANGE 16 WEST

## SECTION 10:

That certain tract or parcel of land estimated to contain 160.00 acres, more or less, being described as the East Half of the West Half (E/2 of the W/2) of Section 10, Township 17 South, Range 16 West, Rush County, Kansas.

# ADDITIONAL TERMS AND PROVISIONS:

- The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- Lessee shall bury and maintain all pipelines below ordinary plow depth (36"). ۲i
- 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 \$15.00 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 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 4
- 5. This lease is subject to a side letter agreement.