

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

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

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	
OPERATOR: License#	(Q/Q/Q/Q) feet from N / S Line of Sect
Name:	feet from E / W Line of Sect
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City:	County:
Contact Person:	Lease Name: Well #:
Phone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet M
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 Other:	Depth to bottom of usable water:
	Surface Pipe by Alternate: I III
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:
Original Completion Date: Original Total Doptin	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
f Yes, true vertical depth:	
•	DWR Permit #:
Bottom Hole Location:	DWR Permit #:
Bottom Hole Location:	DWR Permit #:(Note: Apply for Permit with DWR)
f Yes, true vertical depth:	DWR Permit #: (Note: Apply for Permit with DWR) Will Cores be taken? If Yes, proposed zone:
Sottom Hole Location: CCC DKT #:	DWR Permit #: (Note: Apply for Permit with DWR) Will Cores be taken? If Yes, proposed zone: FIDAVIT
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_ Agent: _

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:



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: Co	ounty:		
Lease:					feet from N / S Line of Section		
Well Numb	er:				feet from E / W Line of Section		
Field:				SecTwp	p S. R 🗌 E 🗌 W		
Number of	Acres attributable	to well:					
		age:		Is Section:	egular or Irregular		
				If Section is Irregu	ılar, locate well from nearest corner boundary.		
				Section corner used			
				Codion comer doce			
			PLA1	г			
	Show loca	tion of the well. Show footag			ne. Show the predicted locations of		
				-	rface Owner Notice Act (House Bill 2032).		
	,		∕ou may attach a sepai	-	,		
	:	: :	: :	:			
					LEGEND		
	:		: :	:	O Well Location		
					Tank Battery Location		
					—— Pipeline Location		
					Electric Line Location		
	:		: :	:	Lease Road Location		
					EXAMPLE		
	:	36	: :	:			
	:	30		:			
	:	: :	: :	:			
					1980' FSL		
	1 :	: : [: :	:			
		•	•	•	: : :		

150 ft.

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

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



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

050553

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: 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 A Is the bottom below ground level? Yes No	Pit is: Proposed Existing If Existing, date constructed: Pit capacity: (bbls) Area? Yes No Artificial Liner? Yes No		SecTwp R East West Feet from North / South Line of Section Feet from East / West Line of Section County County Mean County mg/l (For Emergency Pits and Settling Pits only) How is the pit lined if a plastic liner is not used?		
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet) N/A: Steel Pits		
Depth fro	m ground level to dee	epest point:	(feet) No Pit		
If the pit is lined give a brief description of the liner material, thickness and installation procedure.			dures for periodic maintenance and determining acluding any special monitoring.		
Distance to nearest water well within one-mile of	of pit:	Depth to shallo Source of infor	west fresh water feet. mation:		
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	ll utilized in drilling/workover:		
Number of producing wells on lease:		Number of working pits to be utilized:			
Barrels of fluid produced daily:		Abandonment p	procedure:		
Does the slope from the tank battery allow all splow into the pit? Yes No	pilled fluids to	,	ne closed within 365 days of spud date.		
Submitted Electronically	-				
	KCC	OFFICE USE O	NLY Liner Steel Pit RFAC RFAS		
Date Received: Permit Numl	oer:	Permi	t Date: Lease Inspection: Yes No		



Kansas Corporation Commission Oil & Gas Conservation Division

1050553

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) T-1 (Transfer) CP-1 (Plugging Application)
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 2:	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 the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
Select one of the following:	
owner(s) of the land upon which the subject well is or will be loc CP-1 that I am filing in connection with this form; 2) if the form be form; and 3) my operator name, address, phone number, fax, and I have not provided this information to the surface owner(s). I ack KCC will be required to send this information to the surface owner(s).	cknowledge that, because I have not provided this information, the rner(s). To mitigate the additional cost of the KCC performing this
task, I acknowledge that I am being charged a \$30.00 handling 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-	fee with this form. If the fee is not received with this form, the KSONA-1
Submitted Electronically	_

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

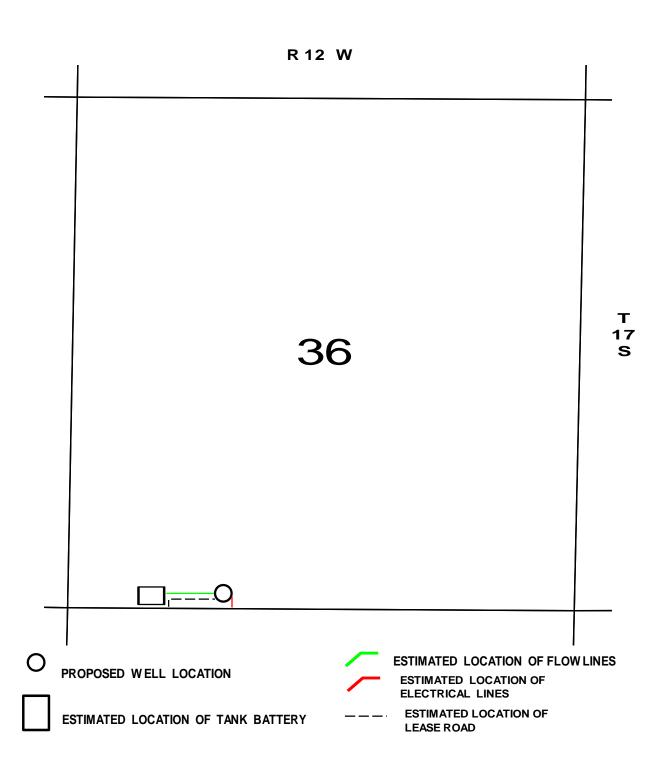
Denver, Colorado 80202 office: 303-831-4673; fax: 303-863-7285

WELL NAME: Hipp-Liebl Et Al 1-36

LOCATION: 150 FSL / 1610 FWL Sec. 36-17S-12W BARTON COUNTY

SURFACE OWNER: Janet Hipp

1120 NE 90th Rd Claflin, KS 67525



63U (Rev. 1993)

OIL AND GAS LEASE

AGREEMEN I, Made and entered into the	/LN	day of _	<u> March</u>	, 2005	 -	
by and between Thomas W. Hipp and M	<u> Iary Janet Hipp, l</u>	usband	l and wife			
whose mailing address is 1120 NE 90 Rd, (Claflin, Ks 67525				hereinafter ca	lled Lessor (whether one or more),
and Samuel Gary Jr. & Associate	es Inc.					
1670 Broadway, Suite 3300, D	Denver, Co, 80202				-4	hereinafter called Lessee:
Lessor, in consideration of Ten an in hand paid, receipt of which is here acknowledged lessee for the purpose of investigating, exploring by respective constituent products, injecting gas, water, and things thereon to produce, save, take care of treat manufactured therefrom, and housing and otherwise constituents.	geophysical and other mea	provided a ans, prospe bsurface sta re and trans to following	and of the agreements of the cting drilling, mining and op	lessee herein cont perating for and pr	oducing oil, liquid	hydrocarbons, all gases, and their
therein situated in County of Barton		_State of _	Katsei vii			described as follows to-wit:
Township 17 South – Range 12 Wes Section 36: SW1/4	st of the 6th P.M.	Begint				
In Section Township accretions thereto.		_Range		and containing _	160.00	acres, more or less, and all
Subject to the provisions herein contained, the hydrocarbons, gas or other respective constitution of the premises the said less	ee covenants and agrees:					
lst. To deliver to the credit of lessor, free of leased premises.						
2nd. To pay lessor for gas of whatsoever na market price at the well, (but, as to gas sold by lesser the manufacture of products therefrom, said paymen (\$2.00) per year per net mineral acre retained hereund	ature or kind produced and e, in no event more than on its to be made monthly. When, and if such payment or	sold, or us e-eighth (1 here gas fro tender is m	sed off the premises, or used /8) of the proceeds received om a well producing gas onlade it will be considered that	in the manufactur by lessee from suc y is not sold or us gas is being produ	re of any products ch sales), for the ga sed, lessee may pay aced within the mea	therefrom, one-eighth (1/8), at the is sold, used off the premises, or in y or tender as royalty Two Dollars aning of the preceding paragraph.
This lease may be maintained during the prir any extension thereof, the lessee shall have the right this lease shall continue and be in force with like effe-	mary term hereof without for to drill such well to compl act as if such well had been	orther payn etion with completed	nent or drilling operations. If reasonable diligence and disp within the term of years first	the lessee shall co patch, and if oil or mentioned.	mmence to drill a v	well within the term of this lease or nem, be found in paying quantities
If said lessor owns a less interest in the above only in the proportion which lessor's interest bears to	ve described land than the e	entire and u	ndivided fee simple estate th	erein, then the roy	alties herein provid	led for shall be paid the said lesson
Lessee shall have the right to use, free of cos	st, gas, oil and water produc	ed on said	land for lessee's operation th	ereon, except wate	r from the wells of	lessor.
When requested by lessor, lessee shall bury l		•				
No well shall be drilled nearer than 200 feet				of lessor.		
Lessee shall pay for damages caused by lesse	_	-				
Lessee shall have the right at any time to rem If the estate of either party hereto is assign administrators, successors or assigns, but no change i a written transfer or assignment or a true copy there portions arising subsequent to the date of assignment.	nove all machinery and fixt ned, and the privilege of as in the ownership of the land of. In case lessee assigns t	ures placed ssigning in l or assignn his lease, i	on said premises, including whole or in part is expressionent of rentals or royalties show the control of the c	the right to draw a ly allowed, the co all be binding on t	nd remove casing. venants hereof sha he lessee until after	all extend to their heirs, executors the lessee has been furnished with
portions arising subsequent to the date of assignment. Lessee may at any time execute and deliver the lease as to such portion or portions and be relieved of	to lessor or place of record	n releace o				
All express or implied covenants of this leas in part, nor lessee held liable in damages, for failure t	se shall be subject to all Fac	leral and St	rate I gue Evenutive Order	Dulas as Danielas	1011 1	
Lessor hereby warrants and agrees to defen mortgages, taxes or other liens on the above describe themselves and their heirs, successors and assigns, homestead may in any way affect the purposes for wi	d the title to the lands here ed lands, in the event of def hereby surrender and rele- hich this lease is made, as re	ein describe ault of pay ase all righ	ed, and agrees that the lessed ment by lessor, and be subro at of dower and homestead in.	e shall have the rights gated to the rights in the premises de	ght at any time to of the holder there escribed herein, in	redeem for lessor, by payment any of, and the undersigned lessors, for so far as said right of dower and
Lessee, at its option, is hereby given the rigivicinity thereof, when in lessee's judgment it is neco other minerals in and under and that may be produced event of an oil well, or into a unit or units not exceed the land herein leased is situated an instrument ider payment of royalties on production from the pooled lease, whether the well or wells be located on the prooled only such portion of the royalty stipulated her the particular unit involved.	ht and power to pool or con- essary or advisable to do so d from said premises, such- ling 640 acres each in the e- ntifying and describing the unit, as if it were included remises covered by this lea- rein as the amount of his ac-	mbine the a o in order to pooling to lead to vent of a grapooled acr in this lead use or not.	acreage covered by this lease to properly develop and oper be of tracts contiguous to on as well. Lessee shall execute reage. The entire acreage so se. If production is found on I lieu of the royalties elsewed in the unit or his royalty in	or any portion the rate said lease prese a another and to be in writing and re- pooled into a trace the pooled acrease there herein specifications as	ereof with other lar mises so as to pron- into a unit or units cord in the conveyer at or unit shall be treate eg, it shall be treate fied, lessor shall re- un acreage basis bea	id, lease or leases in the immediate toote the conservation of oil, gas of not exceeding 40 acres each in the mee records of the county in which reated, for all purposes except the das if production is had from this ceive on production from a unit says to the total acreage so pooled in
Lessee shall have the exclusive right to exple known or not, including the drilling of holes, use of of securing geological and geophysical information. sell such information without Lessor's consent. Le associated with seismograph operations (ie: tire trac compensated accordingly, or at your discretion we may	ore the land herein describe torsion balance, seismograg All information obtained essor and Lessee herein ag ets in the wheat, pasture of ay elect to repair the damag	d by geological description of the second se	gical, geophysical or other m ns, magnetometer, or other g as a result of such activity st portion of the consideration it use, etc.) If any extraordi of compensation.	ethods, whether si eophysical or geol all be the exclusive paid herein is fo nary damages may	milar to those herei ogical instruments, ve property of Less r advance paymen y occur you or you	n specified or not and whether nov test or procedures, for the purpose ee, and Lessee may disseminate o of usual and customary damages ir tenant (if you have one) will be
iex mericalP oss S Book				<u>Th</u>	(Cons.) We mas W. Hipp	
at Book ilitary Book t of Inc Book canned				Ma	Mossy ary Jamet Bij	and High

MARCIA JOHNSON
REGISTER OF DEEDS
BARTON COUNTY, KS
BOOK: 613 Page: 96
Receipt #: 73988 Total Fees: \$12.00
Pages Recorded: 2
Date Recorded: 9/23/2005 4:02:33 PM

DO 1170

EXTENSION OF OIL AND GAS LEASE

STATE OF KANSAS }			
COUNTY OF BARTON }			
KNOW ALL MEN BY THESE PRESI	ENTS:		
THAT, an Oil and Gas Lease datedaggregate of160.00 acres, more or less South, Range 12 West, Barton County, Kansas,THOMAS W_HIPP and MARY JAN Road, Claflin, Kansas 67525, as Lessor (whether	ss, being situated in the was executed by:	ne Southwest Quarter (SW/4) o	f Section 36, Township 17
in favor of	,		
SAMUEL GARY, JR. & ASSOCIATE Colorado 80202, as Lessee;	ES, INC., whose addr	ess is declared to be 1560 Broa	dway, Suite 2100, Denver,
and being recorded in Book 613, Pag Kansas, and being referred to hereinafter as the		official records of the Register	r of Deeds, Barton County,
WHEREAS, the term of the Subject Lea	se was granted for a p	period of Three (3)	years; and
WHEREAS, Lessor has agreed to extend	d the term of the Subj	ect Lease for an additional	Three (3) years;
NOW THEREFORE, in consideration of & OVC) the receipt and adequacy of which are reform the Subject Lease, as follows:			
The Term and Habendum Clause of the provide for a primary term of Six (6)	e Subject Lease shall Years and	l be and is hereby amended, Zero (0) Months.	modified and reformed to
	1.		
It is expressly declared to be the intention additional years, to the same extent and effect a term of years.	n of the parties that the as though the Subject	e Subject Lease be extended for Lease had been granted in the	first instance for a primary
It is expressly declared to be the intention less and except from the terms of the Subject I facilities located on the hereinabove described nor shall Lessee have the obligation to plug at facilities.	Lease any currently extense premises. Lesson	xisting oil and/or gas well(s), bor and Lessee further agree that	ore hole(s) or other related t Lessee shall not be liable
	2.		
Lessor herein acknowledges that the Stamended, modified and reformed herein, the Staterms and provisions. That, the Lessor hereby a lets unto Samuel Gary, Jr. & Associates, Inc., as	ubject Lease shall ren Idopts, ratifies and c	nain in full force and effect in a confirms the Subject Lease, and	ccordance with its original
This instrument may be signed by any magning regardless of whether all of the owners as Lessor to sign this instrument shall not affe hereof.	ioin in the granting of	this instrument: and the failure	of any party pamed berein
The consideration paid by Lessee to Le privileges herein granted.	ssor is accepted as fi	all and adequate consideration	for all rights, options and
IN WITNESS WHEREOF, this instrume	nt is executed on	February 22, 2008	
		LESSOR:	
		Declased - A	Octo of Death 02-260
MODELLA TOURISTER OF DEEDS	Numerical Cross Cross Cook Plat Book Military Book Art of Inc Book	MARY JANET TIPP	Date of Death 02-26-1.
MARCIA JOHNSON BARTON COUNTY, KS Book: 614 Page: 5633 pt *: 87698 Total Fees: \$12.00 Recorded: 2 Date Recorded: 3/7/2008 4:48:28 PM	Scansad		

63U (Rev. 1993)

MARCIA JUHNSUN KEGISTER OF DEED

REGISTER OF DEEDS BARTON COUNTY, KS 612 Page: 9075 Total Fees: \$16.00

Book: 6
Receipt #: 75079

OIL AND GAS LEASEges Recorded: 3
Data Book:

Date Recorded: 8/1/2005 10:21:17 AM

AGREEMENT, Made and entered into the 11th day of June, 2005		Index
by and between Todd A. Liebl and Carla K. Liebl, husband and wife		Numerical_P
		Cross
whose mailing address is 999 NE 120 Ave, Claflin, KS 67525 hereinafter called Lessor (whether one or more),		DC Book
and Samuel Gary Jr. & Associates Inc.	- A	Piat Book
and Samuel Gary 51. & Associates inc.		illitary Book
1670 Broadway, Suite 3300, Denver, Co, 80202 hereinafter called Lessee:		Art of Inc Book
		Scanned
Lessor, in consideration of <u>Ten and other consideration</u> hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein	Dollars (\$\frac{\\$10.00}{\}) in
Township 18 South, Range 12 West, of the 6 th P.M. Section 01: Lots 1, 2, 3, 4 and the S/2N/2 also described as the N/2 LESS a tract desc Commencing at the NE corner of the NW/4 of Section 1; thence on an ass along the East line of the NW/4 of said Section, a distance of 1972.78 feet thence continuing on a bearing of S. 00°04'26" E., along the East line of of 690.00 feet to the SE corner of the NW/4 of said Section;	sumed bearing of S. 00 t to the point of beginn	ing:
thence on a bearing of S. 89°35'46" W. along the South line of the NW/4 thence on a bearing of N. 00° 04'26" W., a distance of 690.00 feet; thence on a bearing of N. 89°35'46" E. a distance of 835.00 feet to the position of the NW/4 with	oint of beginning.	ance of 835.00 feet;
SEE EXHIBIT "A' ATTACHED HERETO AND MADE A	PART HEREOF	
actions mores,	containing 309.62 acres, r	
Subject to the provisions herein contained, this lease shall remain in force for a term of Three (3) years from thi hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which	s date (called "primary term") and h said land is pooled.	l as long thereafter as oil, liquid
In consideration of the premises the said lessee covenants and agrees:		

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

2nd. To pay lessor for 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 proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty Two Dollars (\$2.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the 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.

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

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

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

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of reutals or royalties shall be binding on the lessee until after the lessee has been furnished with portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease 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 in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

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 selves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and select the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, 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, gas or 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 execute in writing and record in the conveyance records of the county in which payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated, for all purposes except the lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so the particular unit involved.

Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and whether now known or not, including the drilling of holes, use of torsion balance, seismograph explosions, magnetometer, or other geophysical or geological instruments, test or procedures, for the purpose sell such information without Lessor's consent. Lessor and Lessee herein agree that a portion of the consideration paid herein is for advance payment of usual and customary damages compensated accordingly, or at your discretion we may elect to repair the damages in lieu of compensation.

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

10 1708 A

Recorded: 2 EXTENSION OF OIL AND GAS LEASE PER S Date Recorded: 3/17/2008 4:07:01 PM STATE OF KANSAS **COUNTY OF BARTON** } KNOW ALL MEN BY THESE PRESENTS: THAT, an Oil and Gas Lease dated June 11, 2005 covering those certain tracts of land containing an 309.62 acres, more or less, being described as Lots 1, 2, 3, 4 and the South Half of the North Half (Lots aggregate of 1, 2, 3, 4 and the S/2 of the N/2) also described as the North Half (N/2) of Section 1, Township 18 South, Range 12 West, Barton County, Kansas, LESS a tract described as follows: Commencing at the NE corner of the NW/4 of Section 1; thence on an assumed bearing of S. 00°04'26" E., Along the East line of the NW/4 of said Section, a distance of 1972.78 feet to the point of beginning; Thence continuing on a bearing of S. 00°04'26" E., along the East line of the NW/4 of said Section a distance of 690.00 feet to the SE corner of the NW/4 of said Section; Thence on a bearing of S. 89°35'46" W. along the South line of the NW/4 of said Section, a distance of 835.00 feet; Thence on a bearing of N. 00°04'26" W., a distance of 690.00 feet; Thence on a bearing of N. 89°35'46" E. a distance of 835.00 feet to the point of beginning, was executed by: TODD A. LIEBL and CARLA K. LIEBL, husband and wife, whose addresses is declared to be 999 NE 120 Avenue, Claflin, Kansas 67525, as Lessor (whether one or more); in favor of SAMUEL GARY, JR. & ASSOCIATES, INC., whose address is declared to be 1560 Broadway, Suite 2100, Denver, Colorado 80202, as Lessee; and being recorded in Book , Page 612 9075 of the official records of the Register of Deeds, Barton County, Kansas, and being referred to hereinafter as the Subject Lease; and WHEREAS, the term of the Subject Lease was granted for a period of ___ Three (3) WHEREAS, Lessor has agreed to extend the term of the Subject Lease for an additional Two (2) NOW THEREFORE, in consideration of Ten Dollars and No/100 and Other Good and Valuable Consideration (\$10.00 & OVC) the receipt and adequacy of which are hereby acknowledged, the undersigned Lessor does hereby amend, modify and reform the Subject Lease, as follows: The Term and Habendum Clause of the Subject Lease shall be and is hereby amended, modified and reformed to provide for a primary term of Five (5) Years and Zero (0) Months. 1. It is expressly declared to be the intention of the parties that the Subject Lease be extended for additional years, to the same extent and effect as though the Subject Lease had been granted in the first instance for a primary Five (5) _years. It is expressly declared to be the intention of the parties that the Subject Lease be further amended by Lessor to hereby less and except from the terms of the Subject Lease any currently existing oil and/or gas well(s), bore hole(s) or other related facilities located on the hereinabove described lease premises. Lessor and Lessee further agree that Lessee shall not be liable nor shall Lessee have the obligation to plug and abandon any of said existing oil and/or gas well(s), bore hole(s) or related facilities. 2. Lessor herein acknowledges that the Subject Lease, as amended is in full force and effect, and except as expressly amended, modified and reformed herein, the Subject Lease shall remain in full force and effect in accordance with its original terms and provisions. That, the Lessor hereby adopts, ratifies and confirms the Subject Lease, and further grants, leases and lets unto Samuel Gary, Jr. & Associates, Inc., as Lessee, in accordance with the terms and provisions of the Subject Lease. This instrument may be signed by any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this instrument; and the failure of any party named herein as Lessor to sign this instrument shall not affect the validity as to those whose signatures appear hereon or on a counterpart The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted. IN WITNESS WHEREOF, this instrument is executed on ___

> For a Lell Carlax - Udol

February 20, 2008

LESSOR:

EXHIBIT "A"

ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF THAT OIL AND GAS LEASE DATED JUNE 11, 2005, BY AND BETWEEN TODD A. LIEBL AND CARLA K. LIEBL HUSBAND AND WIFE, AS LESSORS AND SAMUEL GARY JR. & ASSOCIATES INC., AS LESSEE.

- 1. Lessee will consult with Lessor regarding routes of ingress and egress prior to commencing operations, reasonable consent shall not be withheld.
- 2. Minimum damages per location drilled shall be \$500.00; in addition, Lessee shall pay damages for growing crops and other collateral damages.
- 3. No geophysical operations will be conducted when the ground is deemed to be too muddy or soft enough to leave excessive tracking.

SIGNED FOR IDENTIFICATION

By: Todd A. Liebl

By: Carla K. Liebl

63U (Rev. 1993)

MARCIA JOHNSON
REGISTER OF DEEDS
BARTON COUNTY, KS
612 Page: 9076
Total Fees: \$16.00 Book:

Receipt #: 73079 Dages Recorded: 3

OIL AND GAS LEASE

Date Recorded: 8/1/2005 10:21:18 AM

AGREEMENT, Made and entered into the 11th day of June, 2005	Index
by and between Kevin M. Liebl and Nancy S. Liebl, husband and wife	Numerical_P
by and between Kevin ivi. Lieui and Ivancy S. Lieui, nusband and wife	Cross
whose mailing address is 953 NE 120 Ave, Claffin, KS 67525 hereinafter called Lessor (whether one or more),	DC Suck
	Plat Book
and Samuel Gary Jr. & Associates Inc.	Military Book
1670 Broadway, Suite 3300, Denver, Co, 80202 hereinafter called Lessee:	Art of Inc Book
	Scanned
Lessor, in consideration of <u>Ten and other consideration</u> Dollars (\$ 10.00 In the second of the agreements of the lessee herein contained, hereby grants, leases and the second of t) in
constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone line things thereon to produce, save, take care of treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired int therein situated in County of Ransas	products and other products terest,
a spendaru	_described as follows to-wit:
Township 18 South, Range 12 West, of the 6 th P.M. Section 01: Lots 1, 2, 3, 4 and the S/2N/2 also described as the N/2 LESS a tract described as follows:	
Commencing at the NE corner of the NW/4 of Section 1; thence on an assumed bearing of S. 00°	MON F
along the East line of the NW/4 of said Section, a distance of 1972.78 feet to the point of beginning	19:
thence continuing on a bearing of S. 00°04'26" E., along the East line of the NW/4 of said Section	n a distance
of 690.00 feet to the SE corner of the NW/4 of said Section; thence on a bearing of S. 89°35'46" W. along the South line of the NW/4 of said Section, a distant	non of 925 00 foots
thence on a bearing of N. 00° 04'26" W., a distance of 690.00 feet:	ice of 633.00 feet;
thence on a bearing of N. 89°35'46" E. a distance of 835.00 feet to the point of beginning.	
SEE EXHIBIT "A' ATTACHED HERETO AND MADE A PART HEREOF	
In Section Township and containing and containing acres, more accretions thereto.	re or less, and all
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 a hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.	s long thereafter as oil, liquid
In consideration of the premises the said lessee covenants and agrees:	

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

2nd. To pay lessor for 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 proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty Two Dollars (\$2.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the 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.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

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

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease 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 in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

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 ortgages, 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 omestead 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 or combine the acreage covered by this lease or any portion thereof with other land, 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, gas or 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 execute in writing and record in the conveyance records of the county in which payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this 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 so pooled in

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 and geophysical information. All 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 Lessor's consent. Lessor and Lessee herein agree that a portion of the consideration paid herein is for advance payment of usual and customary damages compensated accordingly, or at your discretion we may elect to repair the damages in lieu of compensation.

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

Nancy S. Liebl

101085 A

EXTENSION OF OIL AND GAS LEASE Recorded: 2 Date Recorded: 3/17/2008 4:07:00 PM

STATE OF KANSAS }
COUNTY OF BARTON }

KNOW ALL MEN BY THESE PRESENTS:

THAT, an Oil and Gas Lease dated _	June 11, 2005	covering those	certain tracts	of land	containin	ig an
aggregate of 309.62 acres, more or	less, being described a	is Lots 1, 2, 3, 4 and	the South Half	of the No	rth Half	(Lots
1, 2, 3, 4 and the S/2 of the N/2) also desc	ribed as the North Hal	f (N/2) of Section 1	, Township 18	South, R	ange 12 '	West.
Barton County, Kansas, LESS a tract describ	ed as follows:		• •		0	

Commencing at the NE corner of the NW/4 of Section 1; thence on an assumed bearing of S. 00°04'26" E., Along the East line of the NW/4 of said Section, a distance of 1972.78 feet to the point of beginning; Thence continuing on a bearing of S. 00°04'26" E., along the East line of the NW/4 of said Section a distance of 690.00 feet to the SE corner of the NW/4 of said Section; Thence on a bearing of S. 89°35'46" W. along the South line of the NW/4 of said Section, a distance of 835.00 feet; Thence on a bearing of N. 00°04'26" W., a distance of 690.00 feet; Thence on a bearing of N. 89°35'46" E. a distance of 835.00 feet to the point of beginning, was executed by:

KEVIN M. LIEBL and NANCY S. LIEBL, husband and wife, whose addresses is declared to be 953 NE 120 Avenue, Claflin, Kansas 67525, as Lessor (whether one or more);

, , , , , , , , , , , , , , , , , , , ,
in favor of
SAMUEL GARY, JR. & ASSOCIATES, INC., whose address is declared to be 1560 Broadway, Suite 2100, Denver. Colorado 80202, as Lessee;
and being recorded in Book 612, Page 9076 of the official records of the Register of Deeds, Barton County, Kansas, and being referred to hereinafter as the Subject Lease; and
WHEREAS, the term of the Subject Lease was granted for a period of Three (3) years; and
WHEREAS, Lessor has agreed to extend the term of the Subject Lease for an additional years;
NOW THEREFORE, in consideration of Ten Dollars and No/100 and Other Good and Valuable Consideration (\$10.00 & OVC) the receipt and adequacy of which are hereby acknowledged, the undersigned Lessor does hereby amend, modify and reform the Subject Lease, as follows:
The Term and Habendum Clause of the Subject Lease shall be and is hereby amended, modified and reformed to provide for a primary term of Five (5) Years and Zero (0) Months.
1.
It is expressly declared to be the intention of the parties that the Subject Lease be extended for

It is expressly declared to be the intention of the parties that the Subject Lease be further amended by Lessor to hereby less and except from the terms of the Subject Lease any currently existing oil and/or gas well(s), bore hole(s) or other related facilities located on the hereinabove described lease premises. Lessor and Lessee further agree that Lessee shall not be liable nor shall Lessee have the obligation to plug and abandon any of said existing oil and/or gas well(s), bore hole(s) or related facilities.

2.

Lessor herein acknowledges that the Subject Lease, as amended is in full force and effect, and except as expressly amended, modified and reformed herein, the Subject Lease shall remain in full force and effect in accordance with its original terms and provisions. That, the Lessor hereby adopts, ratifies and confirms the Subject Lease, and further grants, leases and lets unto Samuel Gary, Jr. & Associates, Inc., as Lessee, in accordance with the terms and provisions of the Subject Lease.

This instrument may be signed by any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this instrument; and the failure of any party named herein as Lessor to sign this instrument shall not affect the validity as to those whose signatures appear hereon or on a counterpart hereof.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed on ______February 20, 2008

KEVIN M. LIEBL

NANCY S LIERT

EXHIBIT "A"

ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF THAT OIL AND GAS LEASE DATED JUNE 11, 2005, BY AND BETWEEN KEVIN M. LIEBL AND NANCY S. LIEBL HUSBAND AND WIFE, AS LESSORS AND SAMUEL GARY JR. & ASSOCIATES INC., AS LESSEE.

- 1. Lessee will consult with Lessor regarding routes of ingress and egress prior to commencing operations, reasonable consent shall not be withheld.
- 2. Minimum damages per location drilled shall be \$500.00; in addition, Lessee shall pay damages for growing crops and other collateral damages.
- 3. No geophysical operations will be conducted when the ground is deemed to be too muddy or soft enough to leave excessive tracking.

SIGNED FOR IDENTIFICATION

By: Kevin M. Liebl

By: Nancy S. Lie