

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

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

SGA?

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#	feet from N / S Line of Section
Name:	feet from E / W Line of Sectio
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City: State: +	County:
Contact Person:	Lease Name: Well #:
Phone:	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 MS
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: II 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:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
KCC DKT #:	Will Cores be taken? Yes N
	If Yes, proposed zone:
AFF	FIDAVIT
The undersigned hereby affirms that the drilling, completion and eventual plu	gging of this well will comply with K.S.A. 55 et. seq.
t is agreed that the following minimum requirements will be met:	
1. Notify the appropriate district office <i>prior</i> to spudding of well;	drilling ria:
 Notify the appropriate district office <i>prior</i> to spudding of well; A copy of the approved notice of intent to drill <i>shall be</i> posted on each The minimum amount of surface pipe as specified below <i>shall be set</i> 	by circulating cement to the top; in all cases surface pipe shall be set
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202



For KCC Use ONLY	
API # 15	

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

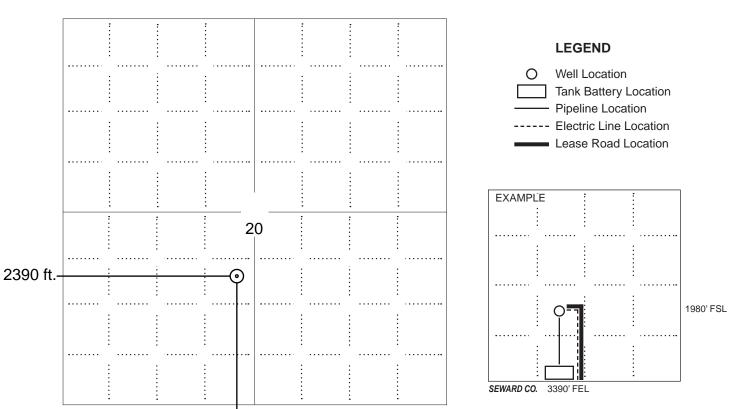
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	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. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032).

You may attach a separate plat if desired.



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

1760 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).
- 5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1054266

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	Pit is:		Sec. Twp R
Settling Pit Drilling Pit	If Existing, date cor	nstructed:	Feet from North / South Line of Section
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:	(bbls)	Feet from East / West Line of SectionCounty
Is the pit located in a Sensitive Ground Water A	rea? Yes I	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)
Is the bottom below ground level? Yes No	Artificial Liner?	lo	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 lir material, thickness and installation procedure.			dures for periodic maintenance and determining cluding any special monitoring.
Distance to nearest water well within one-mile o	f pit:	Depth to shallo Source of inforr	west fresh water feet. nation:
feet Depth of water well	feet	measured	well owner electric log KDWR
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	ver and Haul-Off Pits ONLY:
Producing Formation:		Type of materia	l utilized in drilling/workover:
Number of producing wells on lease:		Number of worl	king pits to be utilized:
Barrels of fluid produced daily:		Abandonment p	procedure:
Does the slope from the tank battery allow all sp flow into the pit?	pilled fluids to	Drill pits must b	e closed within 365 days of spud date.
Submitted Electronically			
	KCC (OFFICE USE O	NLY Liner Steel Pit RFAC RFAS
Date Received: Permit Numb	per:	Permi	t Date: Lease Inspection: Yes No



Kansas Corporation Commission Oil & Gas Conservation Division

1054266

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 (CB-1)	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)			
OPERATOR: License #	Well Location:			
Name:				
Address 1:	County:			
Address 2:	Lease Name: Well #:			
City:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:			
Contact Person:				
Phone: () Fax: ()				
Email Address:				
Surface Owner Information:				
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional 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 county, and in the real estate property tax records of the county treasurer.			
Address 1:				
Address 2:				
City:				
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and a 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 A owner(s) of the land upon which the subject well is or will be to CP-1 that I am filing in connection with this form; 2) if the form to form; and 3) my operator name, address, phone number, fax, at ☐ I have not provided this information to the surface owner(s). I at KCC will be required to send this information to the surface owner(s).	cknowledge that, because I have not provided this information, the vner(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

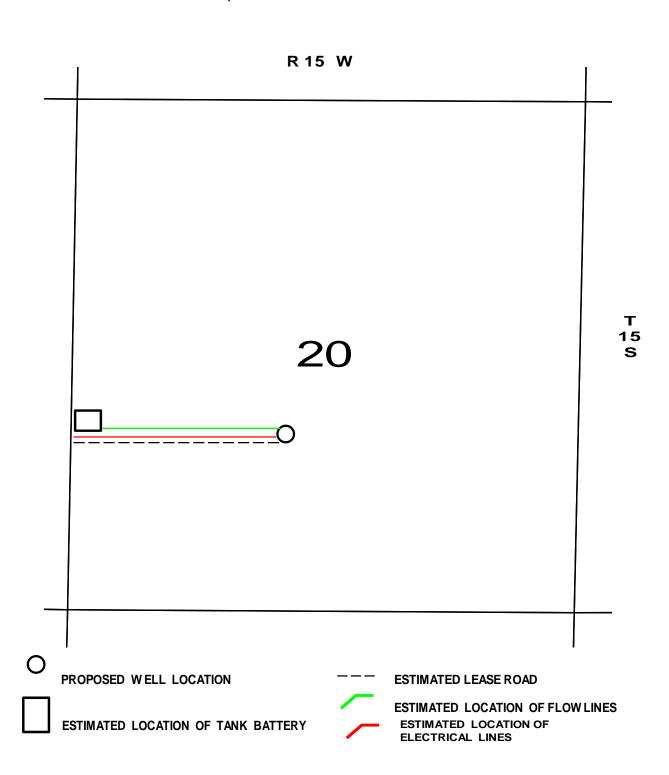
WELL NAME: Maier Trust Et Al 1-20

LOCATION: 1760 FSL/2390 FWL Sec. 20-15S-15W RUSSELL COUNTY

SURFACE OWNER: Albert Maier

3119 26th Street

Great Bend, KS 67530



OIL AND GAS LEASE

AGREEMENT, Made and entered into	the 28th	day of		June	2	2010
by and between		er Vivos Trust by Albert A.	of Albert A. M Maier and Verr	aier, dated May 2 a L. Maier, truste	24, 2007, ees.	
whose mailing address isand	3119 26	ith St. Great B	end Kansas 67	530 harrainathan an	1-4 Y / 1 - d	more),
						after called Lessee:
Lessor, in consideration of <u>Te</u> acknowledged and of the royalties herein provide exploring by geophysical and other means, progas, water, other fluids, and air into subsurface a care of treat, manufacture, process, store and trand otherwise caring for its employees, the following the content of the content of the care of treat, manufacture, process, store and trand otherwise caring for its employees, the following the care of the car	specting drilling, mining and operata, laying pipe lines, storing ansport said oil liquid hydroc	perating for and program, building tanks, arbons, gases and t	ducing oil, liquid hyd power stations, teleph	recarbons, all gases, and none lines, and other stru	bly unto lessee for the purpo their respective constituent	ose of investigating products, injecting
herein situated in County of					described	d as follows to-wit:
SEE EXHIBIT "A" AT	TACHED HERETO	AND MADE	A PART HERE	EOF FOR PROPE	ERTY DESCRIPTION	ON.
In Section Township _ accretions thereto.	15 South	Range	15 West	and containing	140.00 acres, more or	less, and all
Subject to the provisions herein contain liquid hydrocarbons, gas or other responsions to the provisions hereof.			Three (3) yeduced from said land	ears from this date (called or land pooled therewith	d "primary term") and as lot or this lease is otherwise n	ng thereafter as oil naintained in effec
In consideration of the premises the said						
1st. To deliver to the credit of Lessor, the leased premises.						
2nd. To pay Lessor for gas, (including one-eighth (1/8), at the market price at the well, to be less a proportionate part of the production, the gas, processing, compressing, or otherwise made monthly.						
This lease may be maintained during the produced on the leased premises or on acreage as operations are being continuously prosecuted than one hundred and twenty (120) days shall discovery of oil or gas on the leased premises. Lessee commences additional drilling or rework If oil or gas shall be discovered and produced a acreage pooled or unitized therewith.	e primary term hereof without pooled or unitized therewith be on the leased premises or on a elapse between the completic or on acreage pooled or unitize ting operations within one hunds as a result of such operations, to	further payment or at Lessee is then en acreage pooled or un no or abandonment det therewith, the pro- dred and twenty (12 this lease shall cont	drilling operations. If gaged in drilling, rewelling, rewelling the drilling, rewell and the loduction should cease 0) days from the date inue in full force and	at the expiration of the p orking operations thereor operations shall be consist oeginning of operations from any cause after the of cessation of productic effect so long as oil or a	rimary term of this lease, oil then this lease shall continued to be continuously pro- for the drilling of a subseq primary term, this lease shown or from the date of complians is produced from the lease	l or gas is not being nue in force so long secuted if not more nuent well. If after all not terminate it letion of a dry hole ased premises or or
If after the primary term one or more we well or wells are either shut in or production the for a period of ninety (90) consecutive days suc per acre then covered by this lease, such paymethereafter on or before each anniversary date of or otherwise being maintained by operations, or due until the end of the next following annivers shall render Lessee liable for the amount due, by	rells on the lease premises or la refrom is not being sold by Le h well or wells are shut in or present to be made to Lessor on or this lease while the well or we- if production is being sold by ary date of this lease that cessa at shall not operate to terminate	ands pooled or unitic ssee, such well or wooduction therefrom before the anniversalls are shut in or produces Lessee from anothe tion of such operation to this lease.	zed therewith are capa vells shall nevertheless is not sold by Lessee, sary date of this lease duction therefrom is n r well on the leased prons or production occ	ble of producing oil or g be deemed to be produc the Lessee shall pay an next ensuing after the er tot being sold by Lessee; emises or lands pooled o urs, as the case may be.	as or other substances cover- ing for the purpose of maint aggregate shut-in royalty of privation of the said ninety (provided that if this lease is or unitized therewith, no shut Lessee's failure to properly	ed hereby, but such taining the lease. I One Dollar (\$1.00) (90) day period and in its primary term t-in royalty shall be pay shut-in royalty
If said lessor owns a less interest in the for shall be paid the said lessor only in the proportion lessee shall have the right to use, free or	above described land than the ortion which lessor's interest be	entire and undivide ears to the whole an	d fee simple estate the d undivided fee.	erein, then the royalties (including any shut-in royalti	ies) herein provided
When requested by lessor, lessee shall			ressee s operation th	creon, except water from	the wens of lessor.	
No well shall be drilled nearer than 200 Lessee shall pay for damages caused by				of lessor.		
Lessee shall have the right at any time				the right to draw and rem	ove casing	
If the estate of either party hereto is a administrators, successors or assigns, but no che a written transfer or assignment or a true copy portions arising subsequent to the date of assign	assigned, and the privilege of ange in the ownership of the lar thereof. In case lessee assigns	assigning in whole nd or assignment of this lease, in whol	or in part is expressiventals or royalties she or in part, lessee she	ly allowed, the covenant all be binding on the less all be relieved of all obli	s hereof shall extend to the ee until after the lessee has l gations with respect to the	eir heirs, executors been furnished with assigned portion o
Lessee may at any time execute and de lease as to such portion or portions and be reliev	liver to lessor or place of recorded of all obligations as to the a	d a release or releas	es covering any portio	n or portions of the abov	e described premises and the	ereby surrender this
All express or implied covenants of thi in part, nor lessee held liable in damages, for fa restrictions on the drilling and production of w operations or obligations under this lease are predectricity, fuel, access or easements, or by an other act of nature, explosion, governmental act take or transport such production, or by any oth terminate because of such prevention or delay, provision or implied covenants of this lease whe	s lease shall be subject to all Fullure to comply therewith, if cells, and regulation of the pricevented or delayed by such la act of God, strike, lockout, or ion, governmental delay, restract cause, whether of the kind and at Lesses's ortion the property of the complete the strength of the second strike the complete the second strike	ederal and State Lavompliance is prevented or transportation was, rules, regulation other industrial distant or inaction, or be specifically enumer	ws, Executive Orders, ted by, or if such fail of oil, gas or other sul as or orders, or by ina turbance, act of the pu y inability to obtain a ated above or otherwi	Rules or Regulations, an ure is the result of, any so estance covered hereby. bility to obtain necessar blic enemy, war, blocks satisfactory market for p se, which is not reasonal added to the term herec	d this lease shall not be term such Law, Order, Rule or Ro When drilling, reworking, y permits, equipment, servic de, public riot, lightening, f roduction, or failure of purc oly within control of Lessee, ff. Lessee shall not be liabl	ninated, in whole or egulation, including production or other ces, material, water fire, storm, flood or hasers or carriers to this lease shall no te for breach of any
Lessor hereby warrants and agrees to mortgages, taxes or other liens on the above detections and their heirs, successors and asshomestead may in any way affect the purposes	tor willen und leade is made, as	recited lierelli,				
Lessee, at its option, is hereby given t immediate vicinity thereof, when in lessee's jud gas or other minerals in and under and that may 40 acres each in the event of an oil well, or into the county in which the land herein leased is si be treated, for all purposes except the payment shall be treated as if production is had from this shall receive on production from a unit so pool basis bears to the total acreage so pooled or unit	the right and power to pool, ur genent it is necessary or advise be produced from said premise a unit or units not exceeding of tuated an instrument identifyin of royalties on production fro lease, whether the well or well ed only such portion of the roy ized in the particular unit invol	nitize or combine the ble to do so in orders, such pooling or 1640 acres each in the grand describing the method the pooled unit, a label ble blocated on the valty stipulated here toed.	ne acreage covered by r to properly develop unitization to be of trae e event of a gas well. pooled or unitized as is if it were included it premises covered by the in as the amount of his	this lease or any portion and operate said lease protest contiguous to one and Lessee shall execute in creage. The entire acreage in this lease. If production is lease or not. In lieu of a creage placed in the use acreage placed in the use of the control of the	n thereof with other land, le emises so as to promote the ther and to be into a unit or writing and record in the cor e so pooled or unitized into n is found on the pooled or f the royalties elsewhere her unit or his royalty interest th	case or leases in the conservation of oil units not exceeding nveyance records or a tract or unit shal unitized acreage, i ein specified, lesson erein on an acreage
This lease may be signed in any numb signing, notwithstanding some of the Lessors a execute this lease as Lessor, although not named	d above.	ve joined in the ext	cution hereof. The v	vord Lessor as used in	this lease shall mean the p	party or parties who
Lessee shall have the exclusive right to known or not, including the drilling of holes, us of securing geological and geophysical information without Lessor's consen associated with seismograph operations (ie: tire tenant (if Lessor has a tenant) will be compensate				-p extourion,		
SEE EXHIBIT "A" ATTACHI	ED HERETO AND M	ADE A PAR	Γ HEREOF FO	R ADDITIONAL	TERMS AND PRO	OVISIONS.
IN WITNESS WHEREOF, the undersigned exc	The Rev	ocable Inter Vi	vos Trust of Albe lbert A. Maier, tr	rt A. Maier, dated l ustee.		
	herein re	presented by V	erna L. Maier, tru	istee.	·	

STATE OF <u>KANSAS</u>		2 2 300
COUNTY OF Russell		
The foregoing instrument was acknowledged before me this28 By Albert A. Maier, Trustee & Vern	3th day of	
My commission expiresMAY 18, 2014	Bergenier S. Goleen Notary Public	
STATE OF BENJAMIN S. COLVIN NOTARY PUBLIC STATE OF KANSAS OL	BENJAMIN S. COLVIN	
COUNTY OF STATE OF KANSAS My App. Exp	·71	
The foregoing instrument was acknowledged before me thisBy	day of	_>
My commission expires		
STATE OF	Notary Public	
COUNTY OF		
The foregoing instrument was acknowledged before me thisBy	day of	_?
My commission expires	Notary Public	
OIL AND GAS LEASE FROM TO Date Twp Rge	County Russell This instrument was filed for record on the 11thed day of October 2010. at 8:15 o.clock A.M., and duly recorded in Book 214 Page 150-153 of the records of this office. Occ. Character of Deeds. By \$\$20.00 When recorded, return to \$\$20.00 When recorded, return to \$\$20.00 Samuel Gary, Jr. & Associates, Inc. 1515 Wynkoop, Suite 700, Denver, CO 80202	
STATE OF	day of day	
COUNTY OF The foregoing instrument was acknowledged before me this	Imberic	
The foregoing instrument was acknowledged before me this of of	day of RUSSE 20	_>
	ion on behalf of the corneration	

Notary Public

My commission expires

OK 214 PAGE UI

Attached to and made a part of that Certain Oil and Gas Lease dated, 2010, by and between, THE REVOCABLE INTER VIVOS TRUST OF ALBERT A. MAIER, DATED MAY 24, 2007, HEREIN REPRESENTED BY ALBERT A. MAIER AND VERNA L. MAIER, HUSBAND AND WIFE, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 15 WEST

SECTION 20:

That certain tract or parcel of land estimated to contain <u>140.00</u> acres, more or less, and being described as the North 140 acres of the Southwest Quarter (N 140 ac. of the SW/4) of Section 20, Township 15 South, Range 15 West, Russell County, Kansas.

- The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease
 when such terms conflict.
- 2. Lessee shall bury and maintain all pipelines below ordinary plow depth (36").
- 3. 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.
- 4. 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 provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.

AFFIDAVIT OF TRUSTEE(S)

Albert A. Maier and Verna L. Maier as Co-Trustees, of the The Revocable Inter Vivos Trust of Albert A. Maier, dated May 24, 2007. Affidavit in re:

Township 15 South, Range 15 West, Section 20: N 140.00 acres of the SW/4

Russell County, Kansas

- I, Albert A. Maier and Verna L. Maier, being duly sworn and under oath, state of our personal knowledge that:
- 1. We are the trustees, under trust dated May 24, 2007
- 2. Said trust is a revocable living trust.
- 3. We are the present existing trustees under the trust and any amendments thereto, and I am authorized to execute that certain Oil and Gas Lease dated June 28, 2010, to High Plains Energy Partners, LLC.
- 4. The trust is in existence and we are trustees and are authorized to execute the Oil and Gas Lease covering the above described real estate.
- 5. The original Grantors-Settlors of the trust are Albert A. Maier and Verna L. Maier Said Grantors-Settlors, Albert A. Maier and Verna L. Maier are living.

Albert A. Maier

Verna L. Maier

Verna L. Maier

STATE OF KANSAS				
COUNTY OF Russell)	SS.			
Sworn and subscribed to me by Albert A. Main 28 th day of June, 2010.	er and Verna L. Maier, on the			
Notary Public: Benjamin S. Colvin	bey S GL			
My Commission Expires: May 18th 2014				

OIL AND GAS LEASE

AGR	EEMENT, Made ar	nd entered into the	28th	day of		June		2010
y and betwee	en	T	he Revocable In erein represente	ter Vivos Tru	st of Verna L . Maier and	Maier, dated N Verna L. Maier	May 24, 2007, trustees.	
vhose mailing	address is							
nd			High I	Plains Energy	Partners, LL	C	nafter called Lessor (whe	
т.								
xploring by g as, water, oth are of treat, r nd otherwise	geophysical and oth her fluids, and air in manufacture, process caring for its emplo	er means, prospectir to subsurface strata, ss, store and transpo byces, the following	g drilling, mining and laying pipe lines, storii tt said oil, liquid hydro described land, togethe	operating for and p ng oil, building tank ocarbons, gases and r with any reversion	ontained, hereby go roducing oil, liquing s, power stations, their respective contary rights and after	rants, leases and lets ed hydrocarbons, all gatelephone lines, and of constituent products an exacquired interest,	exclusively unto lessee fuses, and their respective	paid, receipt of which is herebor the purpose of investigatin constituent products, injecting thereon to produce, save, take actured therefrom, and housing
erein situated	I in County of	Russ	sells	tate of		Kansas		described as follows to-wit
	SEE EXHIBI	T "A" ATTA(CHED HERETO	AND MADI	E A PART H	EREOF FOR P	ROPERTY DES	CRIPTION.
Section cretions ther								res, more or less, and all
					f <u>Three (3</u> roduced from said	years from this dat land or land pooled the	te (called "primary term herewith or this lease is	") and as long thereafter as of otherwise maintained in effe
			e covenants and agrees					
								ll oil produced and saved from
2nd. 7 ne-eighth (1/2 be less a pro- e gas, proces ade monthly	To pay Lessor for g 8), at the market pri opportionate part of t ssing, compressing,	as, (including casing ce at the well, (but, he production, sever or otherwise makin	head gas) of whatsoeve as to gas sold by Lesse ance, or other excise ta g any such gas mercha	er nature or kind pro e, in no event more xes and the cost inc antable) for the gas	oduced and sold, of than one-eighth (1 surred by Lessee in sold, used off the	r used off the premises /8) of the net proceeds idelivering, treating for premises, or in the m	s, or used in the manufacts received by Lessee from the removal of nitroge anufacture of products	ture of any products therefron n such sales, such net proceed n, helium or other impurities i therefrom, said payments to b
This I oduced on the operations a an one hund scovery of o assee comme oil or gas shoreage pooled	ease may be mainta he leased premises are being continuou fred and twenty (12 iil or gas on the lea ences additional dril nall be discovered a d or unitized therew	nined during the primor on acreage pooled sly prosecuted on the 20) days shall elaps sed premises or on a ling or reworking of and produced as a re ith.	ary term hereof without or unitized therewith eleased premises or one between the complet creage pooled or unitiperations within one husult of such operations	at further payment of but Lessee is then e acreage pooled or a ion or abandonmer zed therewith, the p ndred and twenty (1 , this lease shall con	or drilling operation engaged in drilling unitized therewith, at of one well and order of one should 120) days from the ntinue in full force	as. If at the expiration, reworking operations, and operations shall be the beginning of opecase from any cause a date of cessation of per and effect so long as	of the primary term of to thereon, then this lease be considered to be conti- crations for the drilling after the primary term, roduction or from the da oil or gas is produced	his lease, oil or gas is not bein shall continue in force so lon unously prosecuted if not mon of a subsequent well. If afth this lease shall not terminate the of completion of a dry holo from the leased premises or o
If after all or wells a raperiod of a racre then continued of the continue	er the primary term are either shut in or ninety (90) consec- covered by this leas or before each annive eing maintained by and of the next follo essee liable for the a	one or more wells of production therefron utive days such well e, such payment to ersary date of this le operations, or if pro wing anniversary da umount due, but shal	n the lease premises or n is not being sold by I or wells are shut in or be made to Lessor on a ase while the well or w duction is being sold b te of this lease that ces not operate to termina	lands pooled or unit essee, such well or production therefrom or before the annive rells are shut in or pro- y Lessee from anoth sation of such opera- te this lease	tized therewith are wells shall nevert m is not sold by L creary date of this roduction therefron er well on the lea- ations or production	capable of producing heless be deemed to be essee, the Lessee shall lease next ensuing aften is not being sold by sed premises or lands in occurs, as the case in	oil or gas or other subst producing for the purp pay an aggregate shut-i er the expiration of the : Lessee; provided that if pooled or unitized there hay be. Lessee's failure	ances covered hereby, but success of maintaining the lease. In royalty of One Dollar (\$1.00 and ninety (90) day period and this lease is in its primary terrowith, no shut-in royalty shall be to properly pay shut-in royalty.
r shall be pai	id the said lessor on	ly in the proportion	described land than the which lessor's interest	e entire and undividual to the second security to the whole a	ded fee simple esta ind undivided fee.	ate therein, then the roy	yalties (including any sh	ut-in royalties) herein provide
Lesse	e shall have the righ	it to use, free of cost	, gas, oil and water pro	duced on said land i	for lessee's operati	on thereon, except war	ter from the wells of less	sor.
			ssee's pipe lines below the house or barn now					
			e's operations to growing			isent of lessor.		
			ove all machinery and			ding the right to draw	and remove casing	
If the lministrators written trans ortions arisin	estate of either pa , successors or assignment of g subsequent to the	rty hereto is assigned gas, but no change in or a true copy therecondate of assignment.	ed, and the privilege of the ownership of the l f. In case lessee assign	f assigning in whole and or assignment on this lease, in who	le or in part is ex of rentals or royalti ole or in part, less	pressly allowed, the c les shall be binding on ee shall be relieved of	ovenants hereof shall e the lessee until after the all obligations with res	xtend to their heirs, executor lessee has been furnished wi pect to the assigned portion
Lesse ase as to sucl	e may at any time e	xecute and deliver to s and be relieved of	lessor or place of reco	ord a release or relea	ases covering any p	portion or portions of t	he above described pren	nises and thereby surrender th
All expart, nor lesstrictions on perations or electricity, fue ther act of na like or transportminate becarovision or in	spress or implied cosee held liable in d the drilling and probbligations under the lack obligations under the lack of easems ture, explosion, governments of such preventation, as the preventation of the lack of such preventation of the lack of th	venants of this lease amages, for failure to oduction of wells, an its lease are preventents, or by an act of /ernmental action, go or by any other cau tion or delay, and, a this lease when drill	shall be subject to all o comply therewith, if and regulation of the prid or delayed by such i god, strike, lockout, o overnmental delay, rest se, whether of the king t Lessee's option, the ing, production, or other	Federal and State Licompliance is previce or transportation laws, rules, regulation of the industrial diraint or inaction, or dispecifically enumeriod of such preversions are so operations are so	aws, Executive Or ented by, or if such of oil, gas or oth ons or orders, or tis isturbance, act of it by inability to obt terated above or of ention or delay sh prevented or delay	ders, Rules or Regulat h failure is the result of er substance covered ly y inability to obtain n the public enemy, war ain a satisfactory mark herwise, which is not a all be added to the ter red.	ions, and this lease shall of, any such Law, Order hereby. When drilling, ecessary permits, equip, belokade, public rot, je tet for production, or fair reasonably within controm thereof. Lessee shall	not be terminated, in whole c , Rule or Regulation, includin reworking, production or othe nent, services, material, wate ightening, fire, storm, flood c ure of purchasers or carriers t I of Lessee, this lease shall ne not be liable for breach of an
ortgages, tax emselves an omestead ma	tes or other liens on d their heirs, succe y in any way affect	the above described essors and assigns, I the purposes for wh	l lands, in the event of ereby surrender and r ich this lease is made.	nerein described, an default of payment elease all right of a s recited herein	d agrees that the by lessor, and be dower and homes	lessee shall have the r subrogated to the right tead in the premises of	ight at any time to rede s of the holder thereof, a described herein, in so	em for lessor, by payment ar and the undersigned lessors, for far as said right of dower ar
Lesse nmediate vicilities or other miles of a county in the county in the treated, for all be treated hall receive of asis bears to the county in the county	e, at its option, is I inity thereof, when inerals in and under in the event of an o which the land here all purposes excep d as if production is on production from the total acreage so	nereby given the rigin lessee's judgment and that may be pro il well, or into a unit in leased is situated the payment of roy had from this lease, a unit so pooled onlipooled or unitized ir	at and power to pool, it is necessary or advi- duced from said premi or units not exceeding an instrument identifyl alties on production fr whether the well or we y such portion of the re the particular unit inv	unitize or combine table to do so in ord ses, such pooling or 640 acres each in the ng and describing to the pooled unit, alls be located on the youlty stipulated her olved.	the acreage covered to properly dever unitization to be the event of a gas when pooled or unitial as if it were include premises covered the amount of the covered	ed by this lease or any relop and operate said of tracts contiguous to well. Lessee shall exe- zed acreage. The entire ded in this lease. If pr i by this lease or not. I of his acreage placed	portion thereof with of lease premises so as to p one another and to be in cute in writing and recon e acreage so pooled or u on lieu of the royalties els in the unit or his royalty	ther land, lease or leases in the romote the conservation of oito a unit or units not exceeding d in the conveyance records of intized into a tract or unit shate pooled or unitized acreage, where herein specified, lesson, interest therein on an acreage
gning, notwi ecute this le	thstanding some of ase as Lessor, altho	in any number or not the Lessors above above above above above.	umbers of counterparts named who may not h	and shall be effect ave joined in the ex	ive as to each Les recution hereof.	sor on execution hereo The word "Lessor" as	of as to his or her interest used in this lease shall	t and shall be binding on thos mean the party or parties wh
Lesse nown or not, f securing ge ell such infor ssociated with mant (if Lesse	e shall have the exc including the drillin ological and geoph mation without Le h seismograph oper or has a tenant) will	lusive right to explor ng of holes, use of to ysical information. ssor's consent. Les ations (ie: tire tracks be compensated acc	re the land herein descr rsion balance, seismog All information obtain, sor and Lessee herein in the wheat, pasture of cordingly, or Lessee ma	ribed by geological, raph explosions, ma ed by Lessee as a re agree that a portion or field, road use, con any elect to repair the	geophysical or oth agnetometer, or oth esult of such activ on of the consider ompaction etc.) If damages in lieu o	ner methods, whether s ner geophysical or geolity shall be the exclusi ation paid herein is for any extraordinary dan f compensation.	imilar to those herein sp logical instruments, tests ive property of Lessee, a or advance payment of nages should occur, at L	ecified or not and whether no cor procedures, for the purpos and Lessee may disseminate of usual and customary damage essor's discretion, Lessor or i
SEE EX	HIBIT "A" A	TTACHED H	ERETO AND N	MADE A PAR	RT HEREOF	FOR ADDITIO	NAL TERMS A	ND PROVISIONS.
N WITNESS	WHEREOF, the un	dersigned execute th	is instrument as of the	day and year first al	bove written.	? .		
			The Reherein r	vocable Inter V	ivos Trust of V	Verna L. Maier, d	ated May 24, 2007	
			The Reherein r	vocable Inter V represented by V	ivos Trust of Verna L. Maie	Verna L. Maier, der, trustee.	ated May 24, 2007	

STATE OF Kansas		
0		
COUNTY OF Russell		
The foregoing instrument was acknowledged before me this _28.	th day of Inno 201	
by <u>Albert A. Maier, Trustee</u> and <u>Ve</u>	rna L. Maier, Trustee	.0,
My commission expires <u>May 18th 2014</u>	Benyan S Col Notary Public	
STATE OF STATE OF MY App. Exp 7181 2014	Benjamin S. Colvin	
COUNTY OF		
The foregoing instrument was acknowledged before me this byand	day of	0,
My commission expires	Notary Public	Authorgon
	•	
OIL AND GAS LEASE PROM TO Section Twp. Refe. County County	STATE OF Kansas County Russell This instrument was filed for record on the 11th day of October 2010. at 8:15 o-clock A M., and duly recorded in Book 214 Page 154-157 of the records of this office. Note Out the recorded, return to \$20.00 When recorded, return to \$20.00 Samuel Gary, Jr. & Associates, Inc. 1515 Wynkoop, Suite 700, Denver, CO 80202	
STATE OF	SOA ACTION	
The foregoing instrument was acknowledged before me this),
by of	hala 16 - Cul	
corporation	n, on behalf of the corporation.	

Notary Public

My commission expires

Attached to and made a part of that Certain Oil and Gas Lease dated, 2010, by and between, THE REVOCABLE INTER VIVOS TRUST OF VERNA L. MAIER, DATED MAY 24, 2007, HEREIN REPRESENTED BY ALBERT A. MAIER AND VERNA L. MAIER, TRUSTEES, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 15 WEST

SECTION 20:

That certain tract or parcel of land estimated to contain <u>140.00</u> acres, more or less, and being described as the North 140 acres of the Southwest Quarter (N 140 ac. of the SW/4) of Section 20, Township 15 South, Range 15 West, Russell County, Kansas.

- The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease
 when such terms conflict.
- 2. Lessee shall bury and maintain all pipelines below ordinary plow depth (36").
- 3. 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.
- 4. 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 provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.

AFFIDAVIT OF TRUSTEE(S)

Albert A. Maier and Verna L. Maier as Co-Trustees, of the The Revocable Inter Vivos Trust of Verna L. Maier, dated May 24, 2007. Affidavit in re:

Township 15 South, Range 15 West,
Section 20: N 140.00 acres of the SW/4

Russell County, Kansas

- I, Albert A. Maier and Verna L. Maier, being duly sworn and under oath, state of our personal knowledge that:
- 1. We are the trustees, under trust dated May 24, 2007
- 2. Said trust is a revocable living trust.
- 3. We are the present existing trustees under the trust and any amendments thereto, and I am authorized to execute that certain Oil and Gas Lease dated June 28, 2010, to High Plains Energy Partners, LLC.
- 4. The trust is in existence and we are trustees and are authorized to execute the Oil and Gas Lease covering the above described real estate.
- 5. The original Grantors-Settlors of the trust are Albert A. Maier and Verna L. Maier Said Grantors-Settlors, Albert A. Maier and Verna L. Maier are living.

Albert A. Maier

Verna L. Maier

Verna L. Maier

STATE OF KANSAS)
COUNTY OF Russell) ss.)
Sworn and subscribed to me by Albert A. 1 28 th day of June, 201	Maier and Verna L. Maier, on the 0.
Notary Public: Benjamin S. C	Colvin Ben S. Coli
My Commission Expires: May 18	th 2014
	BENJAMIN S. COL NOTARY PUBLIC STATE OF KANSAS STATE OF KANSAS My App. Exp

OIL AND GAS LEASE

1125-080C
2010
H 2009, HEREIN
r called Lessor (whether one or more),
hereinafter called Lessee:
hand paid, receipt of which is hereby essee for the purpose of investigating, pective constituent products, injecting d things thereon to produce, save, take manufactured therefrom, and housing
described as follows to-wit:
DESCRIPTION.
00 acres, more or less, and all
ry term") and as long thereafter as oil, ease is otherwise maintained in effect
art of all oil produced and saved from
nanufacture of any products therefrom, see from such sales, such net proceeds nitrogen, helium or other impurities in oducts therefrom, said payments to be
erm of this lease, oil or gas is not being is lease shall continue in force so long be continuously prosecuted if not more rilling of a subsequent well. If after term, this lease shall not terminate if n the date of completion of a dry hole, duced from the leased premises or on
er substances covered hereby, but such the purpose of maintaining the lease. If the shut-in royalty of One Dollar (\$1.00) of the said ninety (90) day period and that if this lease is in its primary term of the the think of the
any shut-in royalties) herein provided
s of lessor.
ng. shall extend to their heirs, executors, fter the lessee has been furnished with with respect to the assigned portion or
ed premises and thereby surrender this
se shall not be terminated, in whole or , Order, Rule or Regulation, including rilling, reworking, production or other , equipment, services, material, water, c riot, lightening, fire, storm, flood or , or failure of purchasers or carriers to a control of Lessee, this lease shall not be shall not be liable for breach of any
to redeem for lessor, by payment any ereof, and the undersigned lessors, for in so far as said right of dower and
with other land, lease or leases in the as to promote the conservation of oil, to be into a unit or units not exceeding ald record in the conveyance records of led or unitized into a tract or unit shall d on the pooled or unitized acreage, it littles elsewhere herein specified, lessor to royalty interest therein on an acreage
interest and shall be binding on those se shall mean the party or parties who
erein specified or not and whether now ats, tests or procedures, for the purpose

AGREEMENT, Made and entered into the 6th THE LARRY AND JUDY DUMLER REVOCABLE TRUST, DATED MARCH 4TH REPRESENTED BY LARRY DUMLER, TRUSTEE whose mailing address is 2708 Country Acres Drive, Dodge City, KS 67801 and High Plains Energy Partners, LLC 1515 Wynkoop, Suite 700, Denver, CO 80202 Lessor, in consideration of Ten and Other Valuable Considerations acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto le exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products and other structures and care of treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, Russell herein situated in County of _State of_ SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPERTY 15 South ___ Township _ Range 15 West Subject to the provisions herein contained, this lease shall remain in force for a term of Three (3) years from this date (called "primar liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land pooled therewith or this leave pursuant to the provisions hereof. 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) p the leased premises. 2nd. To pay Lessor for gas, (including casinghead gas) of whatsoever nature or kind produced and sold, or used off the premises, or used in the mone-eighth (1/8), at the market price at the well, (but, as to gas sold by Lessee, in no event more than one-eighth (1/8) of the net proceeds received by Less to be less a proportionate part of the production, severance, or other excise taxes and the cost incurred by Lessee in delivering, treating for the removal of the gas, processing, compressing, or otherwise making any such gas merchantable) for the gas sold, used off the premises, or in the manufacture of promade monthly. This lease may be maintained during the primary term hereof without further payment or drilling operations. If at the expiration of the primary terp produced on the leased premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, reworking operations thereon, then this as operations are being continuously prosecuted on the leased premises or on acreage pooled or unitized therewith; and operations shall be considered to be than one hundred and twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the discovery of oil or gas on the leased premises or on acreage pooled or unitized therewith, the production should cease from any cause after the primary Lessee commences additional drilling or reworking operations within one hundred and twenty (120) days from the date of cessation of production or from If oil or gas shall be discovered and produced as a result of such operations, this lease shall continue in full force and effect so long as oil or gas is producing production acreage pooled or unitized therewith. If after the primary term one or more wells on the lease premises or lands pooled or unitized therewith are capable of producing oil or gas or otherwise tither shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing for the for a period of ninety (90) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, the Lessee shall pay an aggregate per acre then covered by this lease, such payment to be made to Lessor on or before the anniversary date of this lease next ensuing after the expiration thereafter on or before each anniversary date of this lease while the well or wells are shut in or production therefrom is not being sold by Lessee; provided or otherwise being maintained by operations, or if production is being sold by Lessee from another well on the leased premises or lands pooled or unitized due until the end of the next following anniversary date of this lease that cessation of such operations or production occurs, as the case may be. Lessee's shall render Lessee liable for the amount due, but shall not operate to terminate this lease. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including 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 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 casin 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 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 a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations of 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 describ 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 leas 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, restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas or other substance covered hereby. When droperations or obligations under this lease are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, electricity, fuel, access or easements, or by an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public other act of nature, explosion, governmental action, governmental delay, restraint or inaction, or by inability to obtain a satisfactory market for production take or transport such production, or by any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee provision or implied covenants of this lease when drilling, production, or other operations are so prevented or delayed. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder th themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, homestead may in any way affect the purposes for which this lease is made, as recited herein. Lessee, at its option, is hereby given the right and power to pool, unitize or combine the acreage covered by this lease or any portion thereof 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 gas or other minerals in and under and that may be produced from said premises, such pooling or unitization to be of tracts contiguous to one another and 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing an the county in which the land herein leased is situated an instrument identifying and describing the pooled or unitized acreage. The entire acreage so pool be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royal shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his basis bears to the total acreage so pooled or unitized in the particular unit involved. This lease may be signed in any number or numbers of counterparts and shall be effective as to each Lessor on execution hereof as to his or her signing, notwithstanding some of the Lessors above named who may not have joined in the execution hereof. The word "Lessor" as used in this lease execute this lease as Lessor, although not named above. Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and whether now known or not, including the drilling of holes, use of torsion balance, seismograph explosions, magnetometer, or other geophysical or geological instruments, tests or procedures, for the purpose of securing geological and geophysical information. All information obtained by Lessee as a result of 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 associated with seismograph operations (ie: tire tracks in the wheat, pasture or field, road use, compaction etc.) If any extraordinary damages should occur, at Lessor's discretion, Lessor or its tenant (if Lessor has a tenant) will be compensated accordingly, or Lessee may elect to repair the damages in lieu of compensation. SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS AND PROVISIONS. IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written Je 2201 LARRY D. DUMLER, Trustee

STATE OF Kansas	_		
COUNTY OF Ford	_	51	
The foregoing instrument was	acknowledged before me thisand	9th day of July	,2010,
My commission expires 3	1212013	Notary Public	Schriner
STATE OF	-	TAME	IC - State of Kansas E SCHRINER Exp. 3/2/2013
COUNTY OF	-		
The foregoing instrument was		day of	
My commission expires			
		Notary Public	
OIL AND GAS LEASE FROM TO	Section Twp. Rge. No. of Acres County	STATE OF Kansas County Russell This instrument was filed for record on the 27th october at 8:15 o-clock A M., and duly recorded in Book 214 Page 287-290 of	the records of this office. Han Han Madhine of Deeds. By Contact Anna Samuel Gary, Jr. & Associates, Inc. 1515 Wynkoop, Suite 700, Denver, CO 80202
STATE OF COUNTY OF The foregoing instrument was a by	cknowledged before me this	day of	201 0,
a	corpor	ration, on behalf of the corporation	
My commission expires			<u></u>

Notary Public

Attached to and made a part of that Certain Oil and Gas Lease dated, July 6, 2010, by and between, THE LARRY AND JUDY DUMLER REVOCABLE TRUST, DATED MARCH 4TH 2009, HEREIN REPRESENTED BY LARRY DUMLER, TRUSTEE, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 15 WEST

SECTION 20:

That certain tract or parcel of land estimated to contain <u>140.00</u> acres, more or less, and being described as the North 140 acres of the Southwest Quarter (N 140 ac. of the SW/4) of Section 20, Township 15 South, Range 15 West, Russell County, Kansas.

- 1. The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- 2. Lessee shall bury and maintain all pipelines below ordinary plow depth (36").
- 3. 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.
- 4. 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 provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.

AFFIDAVIT OF TRUSTEE(S)

The Larry and Judy Dumler Revocable Trust, dated March 4, 2009, herein represented by Larry Dumler, Trustee
Affidavit in re:

Township 15 South, Range 15 West, of the 6th P.M. Section 20: N 140.00 acres of the SW/4

Russell County, Kansas

- I, Larry Dumler, being first duly sworn and under oath, state of our personal knowledge that:
- 1. I am the trustee, under trust dated March 4, 2009
- 2. Said trust is a revocable trust.
- 3. I am the presently existing trustee under the trust and any amendments thereto, and I am authorized to execute that certain Oil and Gas Lease dated July 6, 2010, to High Plains Energy Partnership, LLC
- 4. The trust is in existence and I am the trustee and I am authorized to execute the Oil and Gas Lease covering the above-described real estate.
- 5. The original Grantor-Settlor of the trust is Larry Dumler. Said Grantor-Settlor, Larry Dumler is living.

LAKRY DUMLER, Trustee

STATE OF KANSAS
COUNTY OF Ford) ss.
Sworn and subscribed to me by Larry Dumler on the6 th day ofJULY, 2010.
Notary Public: Sicol Swoot.
My Commission Expires: 03 (15/2011
NOTARY PUBLIC - State of Kansas JERAD BUSCH My Appt. Exp. 0515(2611

OIL AND GAS LEASE

AGREEMENT, Made and entered into the	12th_	day of	July	2010
by and between	JAM	IES F. DUMLER AN	D MARY E. DUMLER	
	husb	and and wife		
whose mailing address isand	Hig	<u>n Plains Energy Partr</u>	iers, LLC	called Lessor (whether one or more),
	151	5 Wynkoop, Suite 70	00, Denver, CO 80202	hereinafter called Lessee:
exploring by geophysical and other means, prospecting di gas, water, other fluids, and air into subsurface strata, layic care of treat, manufacture, process, store and transport sa and otherwise caring for its employees, the following desc	rilling, mining a ng pipe lines, st id oil, liquid hy ribed land, toge	of the lessee herein contained operating for and producing oil, building tanks, power drocarbons, gases and their nother with any reversionary riginals.	a, hereby grants, leases and lets excluge oil, liquid hydrocarbons, all gases, or stations, telephone lines, and other espective constituent products and other and after-acquired interest,	and their respective constituent products, injecting structures and things thereon to produce, save, take her products manufactured therefrom, and housing
herein situated in County of Russell		_State of	Kansas	described as follows to-wit:
SEE EXHIBIT "A" ATTACH	ED HERE	TO AND MADE A P	ART HEREOF FOR PRO	PERTY DESCRIPTION.
				100.00 acres, more or less, and all
Subject to the provisions herein contained, this le	ease shall remai	n in force for a term of T	hree (3) warm from this day (-	11 - 3 - 6

liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

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

2nd. To pay Lessor for gas, (including casinghead gas) of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefro one-eighth (1/8), at the market price at the well, (but, as to gas sold by Lessee, in no event more than one-eighth (1/8) of the net proceeds received by Lessee from such sales, such net proceed to be less a proportionate part of the production, severance, or other excise taxes and the cost incurred by Lessee in delivering, treating for the removal of nitrogen, helium or other impurities made monthly.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled or unitized therewith, and operations shall be considered to be continuously prosecuted if not more discovery of oil or gas on the leased premises or on acreage pooled or unitized therewith, the production should cease from any cause after the primary term, this lease shall not terminate it Lessee commences additional drilling or reworking operations within one hundred and twenty (120) days from the date of cessation of production or from the date of continuously prosecuted in order to the primary term, this lease shall not terminate it lesses of the primary term of this lease shall not terminate in full force and effect so long as oil or gas is produced from the leased premises or on acreage pooled or unitized therewith.

If after the primary term one or more wells on the lease premises or lands pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining the lease. If per acre then covered by this lease, such payment to be made to Lessor on or before the anniversary date of this lease have in the reafter on or before each anniversary date of this lease while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is in its primary term or otherwise being maintained by operations, or if production is being sold by Lessee from another well on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in royalties) herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

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, a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee 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, including operations or obligations under this lease are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, servoices, material, water, other act of nature, explosion, governmental action, governmental delay, restraint or inaction, or by inability to obtain a satisfactory market for production, or failure of purchasers or carriers to take or transport such production, or by any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within control of Lessee's option, the period of such prevention or delay, and, at Lessee's option, the period of such prevention or delay, and, at Lessee's option, the period of such prevention or delay, and, at Lessee's option, the period of such prevention or delay, and, at Lessee's option, the period of such prevention or delay, and, at Lessee's option, the period of such prevention or delay, and, at Lessee's option, the period of such prevention or delay, and, at Lessee's option, the period of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provision or implied covenants of this lease when drilling, production, or other operations are so prevented or delayed.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any emselves 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 many any agreement of the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool, unitize or combine the acreage covered by this 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, 40 acres each in the event of an oil well, or into a unit or units not exceeding of the country in which the land herein leased is situated an instrument identifying and describing the pooled or unitized acreage. The entire acreage so pooled or unitized into a tract or unit shall shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or any portion thereof with other land, lease or leases in the gas or other minerals in and under and that may be produced from said premises, such pooling or unitization to be of tracts contiguous to one another and to be into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of be treated, for all purposes except the payment of royalties on production from the pooled or unitized acreage. The entire acreage so pooled or unitized into a tract or unit shall shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor basis bears to the total acreage so pooled or unitized in the particular unit involved.

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

Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and whether now of securing geological 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 associated with seismograph operations (ie: the tracks in the wheat, pasture or field, road use, compaction etc.) If any extraordinary damages should occur, at Lessor's discretion, Lessor or its tenant (if Lessor has a tenant) will be compensated accordingly, or Lessee may elect to repair the damages in lieu of compensation.

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

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

BOOK 214 FAGE 0307

Attached to and made a part of that Certain Oil and Gas Lease dated, July 12, 2010, by and between, JAMES F. DUMLER, ET UX, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 15 WEST

SECTION 20:

That certain tract or parcel of land estimated to contain <u>80.00</u> acres, more or less, and being described as the West Half of the Southeast Quarter (W/2 of the SE/4) of Section 20, Township 15 South, Range 15 West, Russell County, Kansas and;

That certain tract or parcel of land estimated to contain <u>20.00</u> acres, more or less, and being described as the South 20 acres of the Southwest Quarter (S 20 ac. of the SW/4) of Section 20, Township 15 South, Range 15 West, Russell County, Kansas.

Leaving a balance of 100.00 acres, more or less.

- 1. The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- 2. Lessee shall bury and maintain all pipelines below ordinary plow depth (36").
- 3. 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.
- 4. 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 provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.

Conservation Division Finney State Office Building 130 S. Market, Rm. 2078 Wichita, KS 67202-3802



phone: 316-337-6200 fax: 316-337-6211 http://kcc.ks.gov/

Thomas E. Wright, Chairman Ward Loyd, Commissioner Corporation Commission

Sam Brownback, Governor

April 21, 2011

CLAYTON CAMOZZI Samuel Gary Jr. & Associates, Inc. 1515 WYNKOOP, STE 700 DENVER, CO 80202

Re: Drilling Pit Application
MAIER TRUST ET AL 1-20
SW/4 Sec.20-15S-15W
Russell County, Kansas

Dear CLAYTON CAMOZZI:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed <u>without slots</u>, the bottom shall be flat and reasonably level, and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as practical after drilling operations have ceased. Keep pits away from draw/drainage.

If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (785) 625-0550 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

A copy of this letter should be posted in the doghouse along with the approved Intent to Drill. If you have any questions or concerns please feel free to contact the District Office at (785) 625-0550.