

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:
monun day year	
PERATOR: License#	feet from N / S Line of Section
lame:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
State:	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
ame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet MS
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  Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
Outer.	Surface Pipe by Alternate: I
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	
Original Completion Date.	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR )
(CC DKT #:	
CCC DKT #:	
	Will Cores be taken?  If Yes, proposed zone:
AF	Will Cores be taken?  If Yes, proposed zone:  FIDAVIT
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Side Two



feet from

N /

S Line of Section

For KCC Use ONLY	
API # 15	

Operator: \_

Lease: \_

### 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.

Location of Well: County: \_\_

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				
Show location of the well. Show footage to the neares lease roads, tank batteries, pipelines and electrical lines, as r	PLAT st lease or unit boundary line. Show the predicted locations of required by the Kansas Surface Owner Notice Act (House Bill 2032). a separate plat if desired. 1040 ft.				
	LEGEND				
	O Well Location Tank Battery Location Pipeline Location				
	Electric Line Location  Lease Road Location				
	EXAMPLE				
20					
	O=1 1980' FSL				
	SEWARD CO. 3390' FEL				

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

058730

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)	Pit is:  Proposed Existing  If Existing, date constructed:  Pit capacity:  (bbls)		SecTwpR East WestFeet from North / South Line of SectionFeet from East / West Line of SectionCounty		
Is the pit located in a Sensitive Ground Water A	rea? Yes	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)		
Is the bottom below ground level?	Artificial Liner?	No	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		
If the pit is lined give a brief description of the li material, thickness and installation procedure.	om ground level to dee	Describe proce	dures for periodic maintenance and determining any special monitoring.		
		Depth to shallo Source of infor	west fresh water feet. mation:		
		measured	well owner electric log KDWR		
Producing Formation: Type of r  Number of producing wells on lease: Number  Barrels of fluid produced daily: Abandor  Does the slope from the tank battery allow all spilled fluids to flow into the pit? Yes No Drill pits			Drilling, Workover and Haul-Off Pits ONLY:  Type of material utilized in drilling/workover:  Number of working pits to be utilized:  Abandonment procedure:  Drill pits must be closed within 365 days of spud date.		
KCC OFFICE USE ONLY					
Date Received: Permit Num	ber:		Liner Steel Pit RFAC RFAS  t Date: Lease Inspection: Yes No		



### Kansas Corporation Commission Oil & Gas Conservation Division

1058730

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:	SecTwpS. R East				
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 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				
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:					
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and k 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

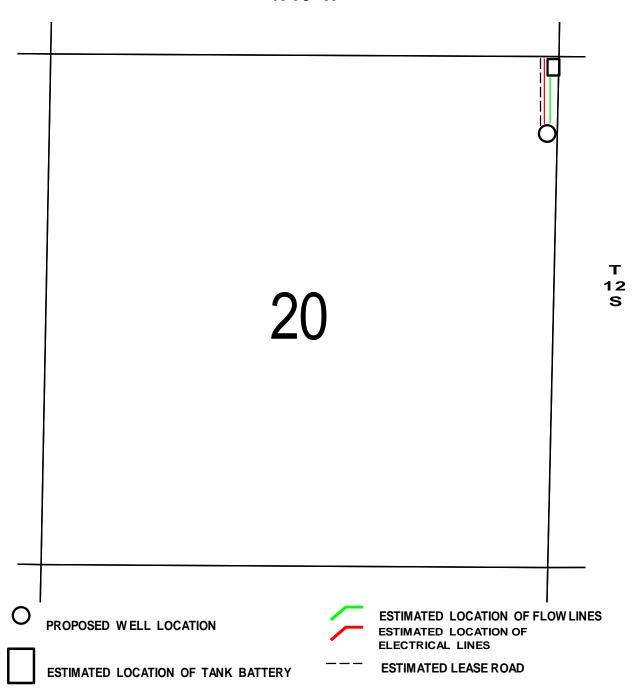
WELL NAME: CHRISLER ET AL 1-20

LOCATION: 1040 FNL / 75 FEL Sec. 20-12S-16W ELLIS COUNTY

SURFACE OWNER: Donald Chrisler

2076 Severin Road Gorham, KS 67640

**R16 W** 



# **OIL AND GAS LEASE**

AGREEMENT, Made and entered into the	10th day of	August bu	t made effective August 2	6 <sup>th</sup> 2008
by and between				
				77.114
whose mailing address is	2776 Severin Road, Gorha High Plains Energy Partne	m Kansas 67640		
and				
	1560 Broadway, Suite 210	0, Denver, CO 8020	)2	, hereinafter called Lessea:
Lessor, in consideration of Ten a acknowledged and of the revolties herein provided and of the	nd Other Volumble Consider			
geophysical and other means, prospecting drilling, mining a air into subsurface strata, laying pipe lines, storing oil, buil and transport said oil, liquid hydrocarbons, gases and their described land, together with any reversionary rights and affi	and operating for and producing oil, liqui ling tanks, power statious, telephone line respective constituent products and oth er-acquired interest,	d hydrocarbons, ail gazes, an	nd lets exclusively unto Lessee for the distribution of their respective constituent produce.	e purpose of investigating, exploring by
therein situated in County of				described as follows to-wit:
SEE EXHIBIT "A" ATTA	CHED HERETO AND MAI	DE A PART HERE	OF FOR PROPERTY DE	SCRIPTION
In Section 20 Township accretions thereto.	12 South Range	16 West aux	d containing 160.00	acres, more or less, and all
Subject to the provisions herein contained, this leastly throcarbons, gas or other respective constituent provisions hereof.	products, or any of them, is produced			
In consideration of the premises the said League co	venants and agrees:			
1st. To deliver to the credit of Lessor, free of cost premises.	t, in the pipe line to which Lessee may	connect wells on said land, t	he equal one-eighth (1/8) part of all	oil produced and saved from the leased
2nd To pay Lessor for gas, (including casinghead (1/8), at the market price at the well, (but, is to gas sold by part of the production, severance, or other exists takes and otherwise making any such gas merchantable) for the gas sold.  This lesse may be maintained during the primary.	gas) of whatsoever nature or kind produ- lessee, in no event more than one-eighth the cost incurred by Lessee in delivering ld, used off the premises, or in the manuf	ced and sold, or used off the (1/3) of the net proceeds rec treating for the removal of acture of preducts therefron;	premises, or used in the manufacture bened by Lessee from such sales, such mitrogen, belium or other imperities said payments to be made morthly	e of any products therefrom, one-eighth hast proceeds to be less a proportionate in the gas, processing, compressing, or
the leased premises or on accease pooled or unitived there continuously prosecuted on the leased premises or on acrea days shall elapse between the completion or abandonment o pooled or unitized therewith, the production should cease in hundred and twenty (120) days from the date of cessation of shall continue in full force and effect so long as oil or gas is	with but Lessee is then engaged in drilling goods for unitized therewith, and ege pooled or unitized therewith, and ege from well and the beginning of egeration from any cause after the primary term, if production or from the date of complete the budget from the lessed received.	alling operations. If at the ex- ing, reworking operations the nations shall be considered to a for the drilling of a subsect is lease shall not terminate ion of a dry hole. If oil or g	spiration of the primary term of this leaves that continue is to be continued to be continued to the continu	case, oil or gas is not being produced on in force so long as operations are being once than one hundred and twenty (120) gas on the leased premises or on acreage ing or reworking operations within one as a result of such operations. this lease
are either shut in or production therefrom is not being sold I consecutive days such well or wells are shut in or synchicition between to be made to Lesser on or before fits aminerary while the well or wells are shut in or presinction therefrom sold by Lessee from another well or the lessee premises or I such operations or production occurs, as the case may be. L	by Lessee, such well or wells shall never in thereform is not sold by Lessee, the Le date of this lease real enuing after the e s not being sold by Lessee; provided the lands pooled or unitized therewith, no sho cases a faiture to properly pay shut-in roy	in the with are capable of pri- heless be deemed to be pro- sisted shall pay an accregate s appration of the sold musty (t if this lease is in its primary the in royalty shall be due uni- alty shall render Lessee liably	oditions oil or gas or other substances busing for the purpose of maintaining faut. In royalty of One Bellar (\$1.00)   or other bellar (\$1.00)   or otherwise being maintained if the end of the next following armive to for the paragraph of the large and the end of the next following armive to for the analysis of the large state of the set of the analysis of the set of the analysis of the for the analysis of the set of	s covered hereby, but such well or wells the lease. If for a period of ninety (90) per sear then covered by this lease, such store each anniversary date of this lease by operations, or if production is being many date of this lease that cessation of
paid the said Lessor only in the proportion which Lessor's in	iterest bears to the whole and undivided f	e ree armbra eauste tuerem, tu	ien the royalties (including any shut-i	n royalties) herein provided for shall be
Lessee shall have the right to use, free of cost, gas,	oil and water produced on said land for I	essee's operation thereon, ex	xcept water from the wells of Lesser.	safe selection
When requested by Lessor, Lessee shall bury Lesse No well shall be drilled nearer than 200 feet to the	te's pipe lines below plow depth.	and an internal and a first		Dive Charles and Some
Lessee shall pay for damages caused by Lessee's o	perations to growing crops on said land.	all written consent of Lessor	•	Divide Control of the
Lessee shall have the right at any time to remove al	I machinery and fixtures placed on said r	remises, including the right (	to draw and remove easing	the standard 1/
If the estate of either party hereto is assigned, an successors or exsigns, but no change in the ownership of the assignment or a true copy thereof. In case Lessee assigns this of assignment.	d the privilege of assigning in whole or he land or assignment of rentals or roys s lease, in whole or in part, Lessee shall l	in part is expressly allowed lies shall be binding on the se relieved of all obligations	t, the covenants have of shall extend to Lassee until after the Lessee has be with respect to the assigned portion of	their heirs, executors, administrators, sen furnished with a written transfer or r portions arising subsequent to the date
Lessee may at any time execute and deliver to Les such portion or portions and be relieved of all obligations as	sor or place of record a release or release to the acreage surrendered	s covering any portion or po	ortions of the above described premise	es and thereby surrender this lease as to
All express or implied covenants of this lease shall Lessee held liable in damages, for failure to comply thereon and production of wells, and requirition of the price or transprevented or delayed by such faws, rules, regulations or or strike, lockout, or other industrial distributions, act of the prestraint or inaction, or by anability to obtain a satisfactor specifically enumerated above or otherwise, which is not represention or delay shall be added to the term hereof. Lesse or delayed.	l be subject to all Federal and State Law, th, if compliance is presented by, or if storted and of cil. gas or other extestance coders, or by inability to obtain necessary ablice enemy, war, blockade, public riot, war, blockade, public riot, war, blockade, public riot, among the production, or failure of prasential that the table for breach of any presental that he table for breach of any presentations.	pered hereby. When drilling permits, equipment, services ignifering, fire, atom, flood notasers or carriers to take ease shall not terminate becoverion or implied covernant	reworking, production or other open, meternal, water, electricity, fiel, ac or other act of nature, explosion, go or thansport auch production, or by mase of such prevention or delay, you as of this lease when dailing, producti	striums or obligations under this lease are lease or essements, or by an act of God, wernmental action, governmental delay, any other cause, whether of the kind at Lessee's option, the period of such out, or other operations are so prevented
Leasor hereby warrants and agrees to defend the ti- or other liens on the above described lands, in the event of successors and assigns, hereby surrender and release all righ which this lease is made, as recited herein.	le to the lands herein described, and agre default of payment by Lessor, and be su t of dower and homestead in the premise	es that the Lessee shall have brogated to the rights of the s described herein, in so far :	the right at any time to redeem for L holder thereof, and the undersigned as said right of dower and homestead	essor, by payment any mortgages, taxes Lessors, for themselves and their heirs, may in any way affect the purposes for
Lessee, at its option, is hereby given the right and thereof, when in Lessee's judgment it is necessary or advisumed and that may be produced from said preases, such por into a unit or units not exceeding 540 acres each in the evinstrument identifying and describing the pooled or unitized from the pooled unit, as if it were included in this lesse. If port the premises covered by this lesse or not. In lieu of the reheamount of his acreage placed in the unit or his royalty in the amount of his acreage placed in the unit or his royalty in the second spread to the second sp	ent of a gas well. Lesses shall encoute it acreage. The entire acreage so pooled or unitiouslike electrical, Lesses therein specified, Lesses therein specified.	writing and record in the co unitized into a treet or unit sl zed acreage, it shall be treate or shall receive on production	any eyance records of the county in with the little treated, for all purposes excepted as if production is had from this lead in fixed a unit so peoled only such post of the county and the county are the county and the county are the county are the county and the county are t	to suce each in the event of an oil well, nich the land herein leased is situated an the pryment of royalties on production se, whether the well or wells be located ortion of the royalty stimulated herein as
Lessor agrees to give written notice to Lesses, if, of Lessor, a lease covering any or all of the substances cover agrees to notify Lessee in writing of said offer immediately, period of fifteen days after receipt of the notice, shall have it terms and conditions specified in the offer. All offers made to purchese the lease pursuant to the terms, heacto, it shall selease for execution on behalf of Lessor along with Lesser's of title according to the terms thereof. Upon receipt thereof, record for payment.	during the primary term of this lease, Lead by this lease and covering all or a point of the prior and preferred right and option to up to and including the least day of the pri oratify Leasor is writing by mail or teles collection that payable to Lessor in paying the past of Leasor in the payable to Lessor in paying the payable to the payabl	for receives a bona fide offi- tion of said land herein, wit tend of the officor, the price of purchase the lease or part the many term of this lease shall amn prior to expination of sa- tient of the specified amount and return the same along sa-	r which Lessor is willing to accept fr h the lesse becoming effective upon offered and all other pertinent terms a recof or interest therein, covered by the be subject to the terms and conditions id 15-day period. Leave shall proom as consideration for the new lesse, si with the endorsed sind to Lessee's rep with the endorsed sind to Lessee's rep	on any party offering to purchase from expiration of this leave. Lessor hereby no conditions of the offer. Lessee, for a se offer at the price and according to the softhis paragraph. Should Lessee electivity the matter furnish to Lessor the new condition to the softhis paragraph. Should Lessor should not be useful and the providence of the paragraph. Should Lessor's bank of
This lease may be signed in any number or numb notwithstanding some of the Leasurs above named who may although not named above.	ers of counterparts and shall be effective not have joined in the execution hereof.	e as to each Lessor on execution the word "Lesson" at used	ution hereof as to his or her interest in this lease shall mean the party or p	and shall be binding on those signing, parties who execute this lease as Lessor,
Lesses shall have the exclusive right to explore the not, including the drilling of holes, use of torsion balance, as and geophysical information. All information obtained by I consent. Lessor and Lesses herein ague that a portion of the wheat, pasture or field, road use, compaction etc.). If any enual pelect to repair the damages in lieu of compensation.	e land herein described by geological, ge eismograph explosions, magnetometer, c essee es a result of such activity shall be e consideration paid herein is for advance tracedinary damages should occur, at Le	ophysical or other methods, r other geophysical or geolo- the exclusive property of La payment of usual and custo seee's discretion, Lessor or i	whether similar to those herein spec gical instruments, tests or procedures essee, and Lessee may disseminate on mary damages associated with seism its tenant (if Lessor has a tenant) will	ified or not and whether now known or , for the purpose of securing geological sell such information without Lessor's ograph operations (i.e.: tire tracks in the be compensated accordingly, or Lessee
Lessor (and Lessee) herein agree to less and ence hereinabove described lesse promises. Lessor further agrees related facilities.				
SEE EXHIBIT "A" ATTACHED H	ERETO AND MADE A PA	RT HEREOF FOR	ADDITIONAL TERMS	AND PROVISIONS.
IN WITNESS WHERFOF, the undersigned execute this inst	rument as of the day and year first above	written.		
DONALD RALPH CHRISLER		MARGARETO	aut Chrosler HRISLER	/

BOOK 704 PAGE 266

### **EXHIBIT "A"**

Attached to and made a part of that certain Oil and Gas Lease dated August 10, 2008, but made effective August 26, 2008, by and between DONALD RALPH CHRISLER, ET UX, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.

### **PROPERTY DESCRIPTION:**

### TOWNSHIP 12 SOUTH - RANGE 16 WEST

### **SECTION 20**

That certain tract or parcel of land estimated to contain <u>160.00</u> acres, more or less, and being described as the Northeast Quarter (NE/4) of Section 20, Township 12 South, Range 16 West, Ellis County, Kansas.

It is the intention of this lease to cover and include any mineral interest which the Lessor may own in and to the above described tract, including streets, roads, canals, drainage ditches, rights of way or other servitudes, including, but not limited to, any reversionary interest which Lessor may acquire in the same, by prescription of nonuse.

### **ADDITIONAL TERMS AND PROVISIONS:**

- 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 \$18.00 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 three (5) years.

## **OIL AND GAS LEASE**

AGREEMENT, Made and entered into the	day of		August		2008
by and between	DONALD RALPH CHI	RISLER and MAI			fe.
					· · · · · · · · · · · · · · · · · · ·
whose mailing address isand	2776 Severin Road, Gor	ham, Kansas 676	40	hereinefter called Lea	anne (sub est
and	High Plains Energy Part	ners, LLC		north and based Les	ssor (whether one or more),
Leave in case of the Control of the	1500 Broadway, Suite 2	100, Denver, CO	80202		, hereinafter called Lessee:
Lessor, in consideration of Tel acknowledged and of the royalties herein provided and geophysical and other means, prospecting drilling, mini air into subsurface strata, laying pipe lines, storing oil, land transport said oil, liquid hydrocarbons, gases and it described land, together with any reversionary rights and	ng and operating for and producing oil, li building tanks, power stations, telephone their respective constituent products and d after-acquired interest,	iquid hydrocarbons, all gr lines, and other structure other products manufact	uses, and their respective con s and things thereon to produ ured therefrom, and housing	to Lessee for the purpose of stituent products, injecting a	investigating, exploring by
therein situated in County of	Ellis	State of	Kansas	d	escribed as follows to-wit:
SEE EXHIBIT "A" ATT	CACHED HERETO AND M	ADE A PART H	EREOF FOR PROP	ERTY DESCRIPT	ION
In Section 21 Township accretions thereto.	12 South Range	16 West	and containing	160.00	acres, more or less, and all
Subject to the provisions herein contained, this hydrocarbons, gas or other respective constitutions hereof.	lease shall remain in force for a term of nent products, or any of them, is produc	Three (3) ed from said land or lan	years from this date (calle d pooled therewith or this le	d "primary term") and as le ease is otherwise maintaine	ong thereafter as oil, liquid d in effect pursuant to the
In consideration of the premises the said Lesser  1st. To deliver to the credit of Lessor, free of		. 47			
1st. To deliver to the credit of Lessor, free of premises.	tost, in the pipe inte to which Lessee in	ay connect wells on said	land, the equal one-eighth (1	1/8) part of all oil produced	and saved from the leased
2nd. To pay Lessor for gas, (including casingh (1/8), at the market price at the well, (but, as to gas sold part of the production, severance, or other excise taxes otherwise making any such gas merchantable) for the ga	ead gas) of whatsoever nature or kind pr by Lessee, in no event more than one-eig and the cost incurred by Lessee in delive s sold, used off the premises, or in the ma	oduced and sold, or used that (1/8) of the net procesting, treating for the remutacture of products the	off the premises, or used in eds received by Lessee from oval of nitrogen, helium or o refrom, said payments to be n	the manufacture of any proc such sales, such net proceed other impurities in the gas, p nade monthly.	ducts therefrom, one-eighth is to be less a proportionate processing, compressing, or
the leased premises or on acreage pooled or unitized it continuously prosecuted on the leased premises or on a days shall elapse between the completion or abandonme pooled or unitized therewith, the production should ceahundred and twenty (120) days from the date of cessatishall continue in full force and effect so long as oil or as	serewith but Lessee is then engaged in di creage pooled or unitized therewith; and at of one well and the beginning of operat se from any cause after the primary term on of production or from the date of com- sis translated from the lessed regretions are	or drilling operations. If a rilling, reworking operation operations shall be considered from the drilling of a so, this lease shall not templetion of a dry hole. If a	t the expiration of the primar ons thereon, then this lease slered to be continuously pro- subsequent well. If after disc ninate if Lessee commences oil or gas shall be discovered	y term of this lease, oil or g shall continue in force so lo secuted if not more than one overy of oil or gas on the lea additional drilling or rewor and produced as a result of	as is not being produced on ong as operations are being hundred and twenty (120) ised premises or on acreage king operations within one such operations, this lease
are either shut in or production therefrom is not being a consecutive days such well or wells are shut in or produ- payment to be made to Lessor on or before the annivers while the well or wells are shut in or production therefro sold by Lessee from another well on the leased premises such operations or production occurs, as the case may be	old by Lessee, such well or wells shall ne ction therefrom is not sold by Lessee, the ary date of this lease next ensuing after the om is not being sold by Lessee; provided a or lands pooled or unitized therewith, not. Lessee's failure to properly pay shut-in	wertheless be deemed to lease to lease shall pay an aggrate expiration of the said nath that if this lease is in its so shut-in royalty shall be deroyalty shall render Less	te or producing oil or gas or one producing for the purpose egate shut-in royalty of One imety (90) day period and the primary term or otherwise be the until the end of the next fee liable for the amount due to the primary term or the samount due.	of maintaining the lease. If Dollar (\$1.00) per acre then creater on or before each an ing maintained by operation oldowing anniversary date of but shall not oversit to term.	reby, but such well or wells f for a period of ninety (90) covered by this lease, such miversary date of this lease is, or if production is being f this lease that cessation of
paid the said Lessor only in the proportion which Lessor	's interest bears to the whole and undivide	ed fee.	rem, then the royalties (inclu	ding any shut-in royalties) l	nerein provided for shall be
Lessee shall have the right to use, free of cost, When requested by Lessor, Lessee shall bury L	gas, oil and water produced on said land f	or Lessee's operation the	reon, except water from the w	rells of Lessor.	YIJA
No well shall be drilled nearer than 200 feet to		vithout written consent of	Lessor.		in time IIII
Lessee shall pay for damages caused by Lessee	s's operations to growing crops on said lar	ıd.			Manusien III
Lessee shall have the right at any time to remov	e all machinery and fixtures placed on sa	id premises, including the	right to draw and remove ca	sing.	
If the estate of either party hereto is assigned successors or assigns, but no change in the ownership assignment or a true copy thereof. In case Lessee assign of assignment.					
Lessee may at any time execute and deliver to such portion or portions and be relieved of all obligation					
All express or implied covenants of this lease. Lessee held liable in damages, for failure to comply their and production of wells, and regulation of the price or in prevented or delayed by such laws, rules, regulations of strike, lockout, or other industrial disturbance, act of the restraint or inaction, or by inability to obtain a satisfaspecifically enumerated above or otherwise, which is ne prevention or delay shall be added to the term hereof. I or delayed.	ansportation of oil, gas or other substance r orders, or by inability to obtain necessa e public enemy, war, blockade, public ri- ctory market for production, or failure of ot reasonably within control of Lessee, the essee shall not be liable for breach of an	covered hereby. When one permits, equipment, so tightening, fire, storm of purchasers or carriers his lease shall not terminate provision or implied co	brilling, reworking, production crvices, material, water, election of the act of nature to take or transport such protection to take or transport such protection of this lease when drawn of this l	in or other operations or obli- bricity, fuel, access or easen explosion, governmental a duction, or by any other c an or delay, and, at Lessee's illing, production, or other of	greamenous on the drilling gations under this lease are sents, or by an act of God, action, governmental delay, ause, whether of the kind option, the period of such operations are so prevented
Lessor hereby warrants and agrees to defend the or other liens on the above described lands, in the even successors and assigns, hereby surrender and release all which this lease is made, as recited herein.	right of dower and homestead in the pren	nises described herein, in	so far as said right of dower	and homestead may in any	way affect the purposes for
Lessee, at its option, is hereby given the right a thereof, when in Lessee's judgment it is necessary or as under and that may be produced from said premises, suc or into a unit or units not exceeding 640 acres each in the instrument identifying and describing the pooled or unit from the pooled unit, as if it were included in this lease, on the premises covered by this lease or not. In lieu of the amount of his acreage placed in the unit or his royalt.	th pooling or unitization to be of tracts or e event of a gas well. Lessee shall execu- ized acreage. The entire acreage so pooled If production is found on the pooled or un- the royalties elsewhere herein specified, I y interest therein on an acreage basis bear	ntiguous to one another a te in writing and record in lor unitized into a tract of nitized acreage, it shall be essor shall receive on pro- to the total acreage so no	and to be into a unit or units a the conveyance records of it runit shall be treated, for all a treated as if production is he oduction from a unit so pook colled or unitized in the partie	the conservation of oil, glaot exceeding 40 acres each the county in which the land purposes except the payment ad from this lease, whether the donly such portion of the state with the county and the state of the state with the state of the state with the state of the state with the state of the state o	as or other minerals in and in the event of an oil well, herein leased is situated an t of royalties on production the well or wells be located royalty stipulated herein as
Lessor, a lease covering any or all of the substances co agrees to notify Lessee in writing of said offer immediat period of fifteen days after receipt of the notice, shall ha terms and conditions specified in the offer. All offers me to purchase the lease pursuant to the terms, hereto, it shall ease for execution on behalf of Lessor along with Lesso of title according to the terms thereof. Upon receipt the record for payment.	if, during the primary term of this lease, wered by this lease and covering all or a cly, including in the notice the name and eve the prior and preferred right and option due up to and including the last day of the all so notify Lessor in writing by mail or the second of the content of the	Lessor receives a bona fi portion of said land here address of the offeror, the to purchase the lease or primary term of this less ellegram prior to expirationally appropriate the same and return the same is a both the same and return the same is a said to the same and return the same and return the same is a said to the said	de offer which Lessor is will in, with the lease becoming price offered and all other per part thereof or interest therein e shall be subject to the terms no f said 15-day period. Les amount as consideration for the along with the endorsed draft	ing to accept from any party effective upon expiration of ertinent terms and conditions, a covered by the offer at the sand conditions of this para, see shall promptly thereafte the new lease, such draft bein to Lessee's representative of	t mis lease. Lessor hereby s of the offer. Lessee, for a e price and according to the graph. Should Lessee elect r furnish to Lessor the new ing subject only to approval at through Lessor's bank of
This lease may be signed in any number or notwithstanding some of the Lessors above named who although not named above.	•	77024 2308501 8	es esses nu emp regae antiti més	nt me harry or harmes who e	xecute this lease as Lessor,
Lessee shall have the exclusive right to explor not, including the drilling of holes, use of torsion balans and geophysical information. All information obtained consent. Lessor and Lessee herein agree that a portion of wheat, pasture or field, road use, compaction etc.). If an may elect to repair the damages in lieu of compensation.	by Lessee as a result of such activity shall	Il be the exclusive proper	ly of Lessee, and Lessee may	s or procedures, for the purp disseminate or sell such in	pose of securing geological formation without Lessor's
Lessor (and Lessee) herein agree to less and of hereinabove described lesse premises. Lessor further agreelated facilities.			mon to bred and something with	or sam existing on suctor 5	gas wells(s), bore hole(s) or
SEE EXHIBIT "A" ATTACHED	HERETO AND MADE A	PART HEREOF	FOR ADDITIONAL	L TERMS AND PR	OVISIONS.
IN WITNESS WHEREOF, the undersigned execute this Handle Angel Chr			and Ch.	- 1 P - 1	
DONALD RALPH CHRISTER		MARGAR	yard Che		

BOOK 704 PAGE 275 KS4170016

### **EXHIBIT "A"**

Attached to and made a part of that certain Oil and Gas Lease dated August 10, 2008, by and between DONALD RALPH CHRISLER, ET UX, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.

### PROPERTY DESCRIPTION:

### **TOWNSHIP 12 SOUTH - RANGE 16 WEST**

### **SECTION 21**

That certain tract or parcel of land estimated to contain 160.00 acres, more or less, and being described as the Northwest Quarter (NW/4) of Section 21, Township 12 South, Range 16 West, Ellis County, Kansas.

It is the intention of this lease to cover and include any mineral interest which the Lessor may own in and to the above described tract, including streets, roads, canals, drainage ditches, rights of way or other servitudes, including, but not limited to, any reversionary interest which Lessor may acquire in the same, by prescription of nonuse.

### **ADDITIONAL TERMS AND PROVISIONS:**

- 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 \$18.00 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 three (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/

Sam Brownback, Governor

Mark Sievers, Chairman Ward Loyd, Commissioner Thomas E. Wright, Commissioner

June 30, 2011

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

Re: Drilling Pit Application CHRISLER ET AL 1-20 NE/4 Sec.20-12S-16W Ellis 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 the Hutchinson Salt section has been drilled through and displacement of the fluids into the reserve pit has occurred. The fluids should be removed again 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.