

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

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

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form C-1 March 2010 Form must be Typed Form must be Signed All blanks must be Filled

NOTICE OF INTENT TO DRILL

Expected Spud Date:		Spot Description:
	month day yea	Sec. Twp. S. R E \
OPERATOR: License#		(0/0/0/0) feet from N / S Line of Section
		foot from F / W Line of Socie
		LOSOTION D. L. D. L. O.
	State: Zip: + .	
Contact Person:		Lease Name: Well #:
Phone:		Field Name:
CONTRACTOR: License#	#	
Name:		Target Formation(s):
14/ 11 5 :11 1 5	W # 01	Negroot League or unit boundary line (in feetage):
Well Drilled For:	Well Class: Type Equipme	Ground Surface Elevation:feet MS
Oil Enh		Water well within one-quarter mile:
Gas Stora		Public water supply well within one mile:
Disp		Depth to bottom of fresh water:
Seismic ;#		Depth to bottom of usable water:
Other:		Surface Pipe by Alternate: I II
If OWWO: old wel	Il information as follows:	Length of Surface Pipe Planned to be set:
_		
•		D. L. IT. I.D. II
	Pate: Original Total Depth:	
Original Completion D	ate Original Total Deptil	Water Source for Drilling Operations:
Directional, Deviated or He	orizontal wellbore?	/es No Well Farm Pond Other:
If Yes, true vertical depth:		
Bottom Hole Location:		(Note: Apply for Permit with DWR)
KCC DKT #:		
		If Yes, proposed zone:
		A FEID AVIIT
The undersianed hereby	office that the deiling completion and	AFFIDAVIT
	• •	eventual plugging of this well will comply with K.S.A. 55 et. seq.
_	wing minimum requirements will be met:	
	iate district office <i>prior</i> to spudding of w	
17 11	roved notice of intent to drill shall be pos	sted on each drilling rig; shall be set by circulating cement to the top; in all cases surface pipe shall be set
	solidated materials plus a minimum of 20	, , , , , , , , , , , , , , , , , , , ,
_	•	and the district office on plug length and placement is necessary <i>prior to plugging</i> ;
		either plugged or production casing is cemented in;
		be cemented from below any usable water to surface within 120 DAYS of spud date.
		sing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing well shall be plugged. <i>In all cases, NOTIFY district office</i> prior to any cementing.
must be complete	a within 30 days of the spud date of the	well shall be plugged. In all cases, NOTIFT district office prior to any cementing.
uhmitted Flectro	nically	
ubmitted Electro	nically	- Remarks at the
ubmitted Electro	nically	Remember to:
For KCC Use ONLY		- File Certification of Compliance with the Kansas Surface Owner Notification
For KCC Use ONLY API # 15 -	·	- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
For KCC Use ONLY API # 15 Conductor pipe required	feet	 File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; File Drill Pit Application (form CDP-1) with Intent to Drill;
For KCC Use ONLY API # 15 Conductor pipe required	·	- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
For KCC Use ONLY API # 15 Conductor pipe required Minimum surface pipe re	feet	- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; - File Drill Pit Application (form CDP-1) with Intent to Drill; - File Completion Form ACO-1 within 120 days of spud date;
API # 15 Conductor pipe required Minimum surface pipe re	feet equiredfeet per ALT. [- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; - File Drill Pit Application (form CDP-1) with Intent to Drill; - File Completion Form ACO-1 within 120 days of spud date; - File acreage attribution plat according to field proration orders; - Notify appropriate district office 48 hours prior to workover or re-entry; - Submit plugging report (CP-4) after plugging is completed (within 60 days);
For KCC Use ONLY API # 15 Conductor pipe required Minimum surface pipe re Approved by: This authorization expire	feet equiredfeet per ALT. [- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; - File Drill Pit Application (form CDP-1) with Intent to Drill; - File Completion Form ACO-1 within 120 days of spud date; - File acreage attribution plat according to field proration orders; - Notify appropriate district office 48 hours prior to workover or re-entry; - Submit plugging report (CP-4) after plugging is completed (within 60 days);

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

Spud date: _

Side Two



For KCC Use ONLY	
API # 15	-

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

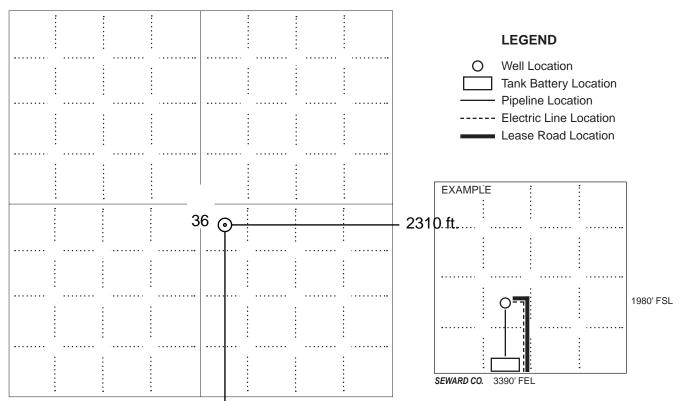
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	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.

2350 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

1060065

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)		SecTwp R East WestFeet from North / South Line of SectionFeet from East / West Line of Section County	
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?			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	
			dures for periodic maintenance and determining any special monitoring.	
Distance to nearest water well within one-mile of pit:		Depth to shallo Source of infor	west fresh water feet. mation:	
feet Depth of water well	feet	measured	well owner electric log KDWR	
Emergency, Settling and Burn Pits ONLY: Producing Formation: Number of producing wells on lease: Barrels of fluid produced daily: Does the slope from the tank battery allow all spilled fluids to flow into the pit? Yes No Submitted Electronically		Type of materia Number of work Abandonment p Drill pits must b	over and Haul-Off Pits ONLY: all utilized in drilling/workover: king pits to be utilized: procedure: de closed within 365 days of spud date.	
	KCC	OFFICE USE O	NLY	
Date Received: Permit Num	ber:		Liner Steel Pit RFAC RFAS t Date: Lease Inspection: Yes No	



Kansas Corporation Commission Oil & Gas Conservation Division

1060065

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).

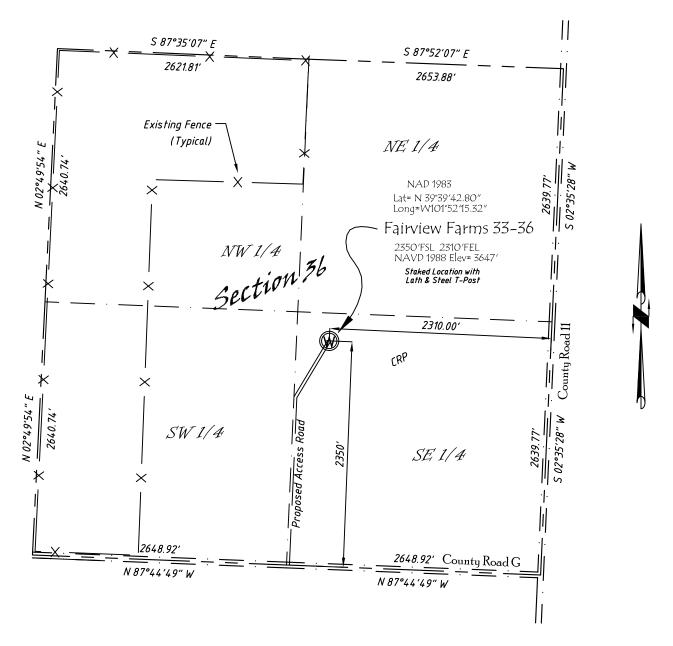
Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1	(Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)		
OPERATOR: License #	Well Location:		
	County:		
Address 1:	Lease Name: Well #:		
Address 2: City: State: Zip: +			
Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:		
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		
Address 1:			
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, tan are preliminary non-binding estimates. The locations may be entered of Select one of the following: 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 I CP-1 that I am filing in connection with this form; 2) if the form form; and 3) my operator name, address, phone number, fax, a I have not provided this information to the surface owner(s). I a KCC will be required to send this information to the surface or	Act (House Bill 2032), I have provided the following to the surface located: 1) a copy of the Form C-1, Form CB-1, Form CB-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address. Cacknowledge that, because I have not provided this information, the wner(s). To mitigate the additional cost of the KCC performing this gree, payable to the KCC, which is enclosed with this form.		
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-	fee with this form. If the fee is not received with this form, the KSONA-1 will be returned.		
Submitted Electronically			
	_		

Well Location Map

Fairview Farms 33-36

NW 1/4, SE 1/4, Section 36, T4S, R41W, 6th P.M. Cheyenne County, Kansas 2350' FSL - 2310' FEL Elev=3647'



Directions:

From the Intersection of the River Road & Hwy 36 West of St. Francis, KS, Go Southwesterly on River Road 3.25 miles to County Road 11, then go S 5.5 miles to County Road G, then W 0.5 miles, Then N 2350' to Staked location.

This Drawing is for Construction Purposes Only

Noble Energy, Inc. DRAWN DATE Section 3

DRAWN DATE 7/28/11		Section 36 T+S, R+1W, 6th P.M.
PB B76 P22	RQ HiPro	Cheyenne County, K.S.
SCALE	SHEET	PROJECT NO.
11-10001	1 -f. 1	1570 105



Copyright (2011

VOL 155 PAGE 288

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into the 23rd day of August, 2007, by and between Fairview Farms, Inc., whose address is c/o John Lampe, RR 2, Box 131, St. Francis, KS 67756, hereinafter called Lessor (whether one or more), and NOBLE ENERGY, INC., whose address is 1625 Broadway, Suite 2000, Denver, CO 80202 hereinafter called Lessee.

WITNESSETH, that the Lessor, for and in consideration of ____ acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the lands hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the lands hereinafter described, with the exclusive right for the purpose of carrying on geological and other exploratory work, including core defilling, and the drilling, mining, operating for, producing and saving of oil, gas, gas condensate, gas distillate, cashighead gas, cashighead gasoline, coabled methane gas, and all other gases and their constituent parts, and other minerals produced from the leased premises into the subsurface strata, with rights of way and easement for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, ponds, roadway and other fixtures or structures for producing, treating and desting for street present saids and the producing of the subsurface strata, with rights and say with larger producing. treating and caring for such products, and any and all other rights and privileges necessary, incident to or convenient in the economical or efficient operation, alone or conjointly with other lands, of said land for the production of said products or substances and the erection of structures thereon to produce, save and take care of said products and substances and the injection of water, brine and other substances produced from the leased premises into the substances strata of said tract of land, together with any reversionary rights therein, said tract of land being situated in the County of <u>Cheyenne</u>, State of <u>Kansas</u>, and described as follows, to-wit:

v TOWNSHIP 4 SOUTH, RANGE 41 WEST, 6TH P.M.

TOWNSHIP 4 SOUTH, RANGE 40 WEST, 6TH P.M. Section 31: Lot 1(41.32), Lot 2(41.40) & E/2NW/4, A/D/A NW/4

See Exhibit "A" attached hereto and made a part hereof.

Where the term one-eighth (1/8) appears in this lease, it is hereby amended to read fifteen percent (15%).

In addition to the land described above, Lessor hereby grants, leases and lets exclusively unto Lessee, to the same extent as if specifically described, land which is owned or claimed by Lessor by one of the following reasons: (1) all land and rights acquired or retained by Lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the land described above; (2) all riperian land and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream or river traversing or adjoining the land described above by virtue of Lessor's ownership of the land described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the land described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; and (4) all strips or tracts of land adjacent or contiguous to the land described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the land is located.

For purposes of payment of rentals and royalties, Lessor and Lessee agree that this lease shall be treated as covering 482.72 acres, whether more or less.

1. It is agreed that this lease shall remain in force for a term of three (3) years (herein called the primary term) from this date and as long thereafter as oil, gas, gas condensate, gas distillate, cosinghead gas, casinghead gasoline, coalbed methane gas, all other gases or their constituent parts, or other minerals are produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. For purposes of this lease, "drilling operations" from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinalter provided. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening, or plugging back of a well or hole or other operations conducted in an effort to establish, resume, or reestablish production of oil aid gas. If, at the expiration of the primary term of this lease, oif or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling operations thereon, this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith, and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall clapse between the completion, testing, or abandonment of drilling operations on one well and the beginning of drilling operations on another well. If, after discovery of oil or gas on said lands or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling operations within ninety (90) days from the date of cessation of production, provided, however, that any drilling or reworking operations commenced under this provision shall continue, without cessation of more than sixty (60) consecutive days, until such drilling or reworking operations are completed. If oil and gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas as produced from the leased premises or on acreage pooled therewith. lease, this lease shall cominue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-DP LEASE. In consideration of the each down payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and he relieved of all obligations thereafter accruing as to the acreage surrendered,

3. In consideration of the premises the Lessee covenants and agrees;
To deliver to the credit of Lessor, free of cost into the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or at Lessec's option to pay the Lessor for such one-eighth (1/8) the market price at the wellhead for oil of a like grade or gravity prevailing on the day such oil is run into the pipe line or storage tanks:

To pay Lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, a sum equal to one-eighth (1/8) of the amount realized for gas sold at the wellhead or, if not sold at the wellhead, one-eighth (1/8) of the market value of the gas at the wellhead. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by Lessee and a gas purchaser for such term and under such conditions as are customary in the industry at the location where the well is located. "Price" shall mean the not amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event Lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises. Lessee, in computing royally due for gas, may deduct from such price a charge that is customary in the area for each such function performed.

4. If, at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on land covered by this lease, or on other land with which land covered by this lease is pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate and it shall nevertheless be considered that oil or gas is being produced from land covered by this lease during all times while the well is shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shutin well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. When this lease is continued in force in this manner, Lessee shall pay or tender to the Lessor, or Lessor's successors or assigns, an amount equal to per year per net mineral acre covered by this lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or this lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, Lessee shall make payment of shut-in royalty in the same amount and manner. The terms "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by each, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render Lessee liable for the amount due but shall not operate to terminate this lease. The shut-in gas clause appearing in this paragraph

shall not operate to maintain this lease for periods in excess of three (3) years after the expiration of the primary term.

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

6. 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 wells of

When requested by Lessor, Lessee shall bury Lessee's pipe line below plow-depth;-Thirty-six inches unless a lesser depth is agreed upon in writing by

8. No well shall be drilled neater than 200 feet to the house or barn now on said premises without written consent of Lessor. Unless waived in writing by Lessor, Lessee shall construct fences to keep livestock away from drill sites or well sites. This will include fencing around open pits until such are filled reclaimed.

9. Lessue shall pay for damages caused by Lessee's operations to growing crops on said land, growing crops, grasses, fences, livestock and for damages to other personal property.

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

11. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents, and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcets of said land shall

operate to enlarge the obligations or diminish the rights of Lessée, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unifize the leasehold estate and the mineral estate covered by of any part of the rains described neighbors and the stranger of the production of oil and gas, or separately for the production of critter, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any mins proviously territors to include territories to producing an expectation of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut-in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling reworking operations or a weat sint-in for want of a market anywhore on a time vincin includes an or a part of this lease, shall be respectively including shut-in gas royalties, Lesson shall receive on production from the unit so pooted royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described land as to one or more of the formations thereunder with other hand in the same general area by entering lint a cooperative or unit plan of development or operations approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement. If the lease is committed to such a cooperative or unit plan of development or operation, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved ecoperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance or unit pian of development or operation and, particularly, and unit pian of development requirements of such plan or agreement, and this lesses shall not terminate or expire during the life of such plan or agreement, in the event that lands described above, or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation where the production therefrom is allocated to different portions of the land covered by said plan, the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lesson's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

43. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be a condition precedent to the bringing of any action by Lessor on this lesse for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of said notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and Lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

14. All express and implied covenants of this lesse shall be subject to all federal, state, county or municipal laws, executive orders, rules and regulations,

and Lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, an Act of God, adverse field, weather or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by Lessee, and this lease shall not be terminated in whole or in part, nor Lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which Lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

15. Lessor hereby warrants and agrees to defend the title to the land herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described land, in the event of default of payment by Lessor and he subrogated to the rights of the holder thereof. The undersigned, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described therein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made.

16. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be blidding upon all such parties who do execute it as Lessor. The word "Lessor" as used in this lease shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of

this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

17. Lessor hereby grants Lessee the exclusive option and right to renew this lease for an additional three (3) year period anytime prior to the expiration of the primary term, or if operations are being conducted on the leased premises at the expiration of the primary term in such manner as to maintain this Lease in force, within thirty (30) days of cessation such operations. Said option may be exercised by notifying Lessor in writing of Lessee's election and by paying Lessor as consideration the same bonus amount tendered at the inception of this lease. Said payment to be made directly to the Lessor or their successor. In the event Lessee exercises Lessee's option to extend the primary term as provided herein, all other terms and conditions of this Lease shall remain unchanged.

18. Easements or rights-of-way for construction and maintenance of pipelines for the delivery of gas or the installation of electric lines are expressly excluded from this lease, except for electric lines or pipelines necessary for production of wells located on the subject premises or lands pooled therewith. Any additional easements for electric fines or pipelines shall be separately negotiated under the terms and for the consideration agreed upon.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x	Fairview Farms, Inc. X

CORPORATE ACKNOWLEDGMENT

STATE OF

On this 27 day of Aug., 2007. I certify that I know or have satisfactory evidence that __loan Lampe_ is the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument as the President of Fairyiew Farms, Inc. and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS HEREOF, I have hereinto set my hand and affixed my notarial seal the day and year last above written.

My commission expires

NATALIE ROGERS State of Kansas

When recorded please return to: c/o Kurt Linhof Interzone Energy, Inc. 5401 E. Dakota Ave., Unit 12 Denver, CO 80246

VAL 155 PAGE 290

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated 23rd day of August, 2007, by and between, Fairview Farms, Inc. whose address is c/o John Lampe, RR 2, Box 131, St. Francis, KS 67756, hereinafter called Lessor (whether one or more), and NOBLE ENERGY, INC., whose address is 1625 Broadway, Suite 2000, Denver, CO 80202 hereinafter called Lessoe.

Notwithstanding any other provisions of this lease, the lands described herein shall be treated as separately leased tracts with each separate tract being covered by a separate and distinct lease. All of the provisions of this lease agreement shall be applicable to each separate tract and be construed as if a separate lease agreement had been made and executed to cover each separate tract. The lands covered by this lease shall be divided into separate tracts as follows:

TRACT #	TOWNSHIP	RANGE	SECTION	TRACT DESCRIPTION
1	4	41	. 36	NE/4
2	4	41	36	SE/4
3	4	40	31	NW/4

- 1. Lessee or its assigns and successors (hereinafter referred to as "Lessee") agree to pay Lessor a surface damage payment of prior to the drilling of each well located on the leased lands. In the event that any drillsite exceeds two acres, including roads, Lessee shall pay as additional surface damages, the sum of for each acre or fraction thereof in excess of two acres.
- 2. In the event Lessee enters onto leased lands and the then current crop or crops have not been harvested, Lessee shall pay Lessor additional compensation for crop loss caused by Lessee's operations based upon Lessor's reasonable estimate of yield and the local market price for said crop or crops.
- 3. Lessee agrees to consult with Lessor as to the placement of access roads prior to any drilling operation in order to minimize, without undue hardship to Lessee, disturbance of the ground surface or the disruption of Lessor's farming and/or ranching operations. Lessee will provide Lessor with a written agreement covering the placement of access roads prior to the commencement of road construction on the leased premises. Lessee agrees that such roads will not be graveled or paved-without the prior written consent of Lessor.
- 4. Lessee agrees that while performing all excavations on the leased lands, it will segregate the topsoil horizon from lower soil horizon and stockpite these soils separately. Upon restoration, Lessee agrees to place all soils to their original position and contour as nearly as practicable and reasonable.
- 5. Lessee agrees to reimburse Lessor for any costs, expenses, losses or penalties to Lessor resulting from Lessee's operations on any portion of the leased lands which are covered by a Conservation Reserve Program contract, including any reseeding expenses.
- 6. Lessee agrees at all times to use best efforts in conducting operations on leased premises so as to protect the rights and property of the Lessor. All land which may be disturbed for Lessee's operations shall be treated so as to prevent erosion. Any equipment discarded by drilling contractor during the process of exploring for and/or producing oil or gas shall not be buried on said land, but shall be removed from the premises. Any fences cut by Lessee shall be repaired or replaced by Lessee so that such section equals or exceeds its original condition, and upon Lessor's request, all pits and equipment will be fenced in order to adequately hold livestock. Any oil and/or paraffin resulting from Lessee's operations shall be contained in pit(s) and removed from leased lands as soon as practical. Any and all salt water discovered on leased premises will be disposed of properly. No salt water shall be disposed of by dumping or otherwise releasing it on the land surface.
- 7. After a well is drilled, all areas which were disturbed by drilling and/or completion operations, and which are not needed for production operations, are to be reclaimed as close to their original condition, as nearly as is practicable and reasonable, no later than six months after completion of such operations, unless agreed to by Lessor. Any pits used for Lessee's drilling and/or reworking operations shall be filled and leveled as soon as conditions reasonably permit and the surface shall be returned as nearly as is practicable and reasonable to its original condition and contour following the completion of Lessee's operations.
- 8. Final reclamation is to be completed within six months after the plugging and abandonment of a well and Lessee shall be required to remove all production equipment, close access reads, re-grade and re-contour the wellsite and access roads, and re-seed any non-crop land with native grass:
- 9. Should Lessee's negligence on the leased lands result in death or injury to livestock, the stock owner will be reimbursed at a fair market value agreed upon by said owner and lessee. If a fair market value cannot be negotiated, a neutral arbitrator will be chosen by both parties and the owner will be reimbursed at one hundred percent (100%) of the value the arbitrator determines.

exhibita.doo

Page Left2

- A .74
- 10. No well drilled on said leased premises will be used as a salt water disposal well except for the disposal of salt water from the leased premises. In the event lessee desires to use a non-producing well as a salt water disposal well on the leased lands, for salt water from land not owned by Lessor, then Lessor and Lessee shall enter into a separate written agreement for the same setting forth the terms and compensation agreed upon.
- 11. Nothing contained in this oil and gas lease shall prohibit the Lessor from leasing the leased premises or otherwise making arrangements for power production through wind generation equipment and facilities. It is agreed, however, that any such lease or other arrangement for wind generation shall be subordinate to this oil and gas lease and that Lessee shall be notified prior to the construction or installation of such wind generation equipment or facilities.
- 12. In the event this lease expires without production, Lessee shall file a release of this lease with the Register of Deeds of Cheyenne County, Kansas.
- 13. Noble Energy, Inc. will maintain the well site and all areas utilized by Noble Energy, Inc. in its operations free and clear of all weeds and particularly noxious weeds, without the use of chemicals or salt to sterilize the soil.
- 14. Noble Energy, Inc., it's assigns, contractors and employees will not hunt on the leased lands without the written consent of Owner.
- 15. Noble Energy, Inc. will pay a separate per rod payment for the installation of any electrical line not placed in the same excavation as a pipeline, flow line or gathering line.
- 16. Noble Energy, Inc. agrees to promptly notify Lessor when a drilling permit is obtained from the State of Kansas for the drilling of any well on the "Lands" and will also give Lessor not less than 72 hours notice of the actual drilling of any well on the "Lands". All responsibility for notification of any crop insurance in effect on the "Lands" shall be that of Owner and/or Tenant.
- Noble Energy, Inc. hereby releases and discharges Owner and their respective agents, their successors or assigns, from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which arise out of, are incidental to, or result from, the operations of or on behalf of Noble Energy, Inc. on the premises, or that may arise out of or be occasioned by Noble Energy, Inc.'s breach of any of the terms or provisions of this surface use agreement, or by any other negligent act or omission of Noble Energy, Inc. for which Noble Energy, Inc. may be held strictly liable. Further, Noble Energy, Inc. hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless Owner and their respective agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, including attorneys' fees and other legal expenses, including those related to environmental hazards on the premises or in any way related to Noble Energy, Inc.'s failure to comply with any and all environmental laws; those arising from or in any way related to Noble Energy, Inc.'s operations or any other of Noble Energy, Inc.'s activities on the premises; those arising from Noble Energy, Inc.'s use of the surface of the premises; and those that may arise out of or be occasioned by Noble Energy, Inc.'s breach of any of the terms or provisions of this surface use agreement or any other act or omission of Noble Energy, Inc., its agents, contractors, guests or invitees. Each assignee of this surface use agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless Owner, and their respective agents in the same manner provided above in connection with the activities of such Noble Energy, Inc., its officers, employees, and agents as described in this Paragraph.

This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors, agents, assigns, tenants and buyers. Owners may execute this Surface Use Agreement in counterpart and the originals of each such executed counterpart may be combined to form a single Agreement.

IN WITNESS WHEREOF, the Parties hereunto set their hands, the day and year first above written.

Fairview Farms, Inc.

John Lamy

Noble Energy

(SEAL)

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

at // 30 o'clock A.M. and recorded

In Book 155 Page 288

Re: Interzone Energy

Denver, CO