For KCC Use:

Eff	e	ct	iv	е	Date
<b>—</b> ·					

District	#	

SGA?	Yes	No

Form

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

March 2010 Form must be Typed Form must be Signed All blanks must be Filled

Form C-1

1061024

# NOTICE OF INTENT TO DRILL

Must be approved by KCC five (5) days prior to commencing well

NKSONA-1, Certification of Compliance with th	Kansas Surface Owner Notification	Act, MUST be submitted with this form
---	-----------------------------------	---------------------------------------

Expected Spud Date:	Spot Description:
month day year	
OPERATOR: License#	feet from N / S Line of Section
Name:	feet from E / W Line of Section
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City: State: Zip: +	County:
Contact Person:	Lease Name: Well #:
Phone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
Name:	Target Formation(s):
	Nearest Lease or unit boundary line (in footage):
Well Drilled For: Well Class: Type Equipment:	Ground Surface Elevation: feet MSL
Oil Enh Rec Infield Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary	
Disposal Wildcat Cable	
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OWWO: old well information as follows:	Surface Pipe by Alternate:
	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:
Directional, Deviated or Horizontal wellbore?	Water Source for Drilling Operations:
If Yes, true vertical depth:	Well Farm Pond Other:
Bottom Hole Location:	DWR Permit #:
KCC DKT #:	(Note: Apply for Permit with DWR )
100 Ditt #	Will Cores be taken?
	If Yes proposed zone:

## **AFFIDAVIT**

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq.

It is agreed that the following minimum requirements will be met:

- 1. Notify the appropriate district office *prior* to spudding of well;
- 2. A copy of the approved notice of intent to drill shall be posted on each drilling rig;
- 3. The minimum amount of surface pipe as specified below shall be set by circulating cement to the top; in all cases surface pipe shall be set through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.
- 4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary prior to plugging;
- 5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
- 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within 120 DAYS of spud date. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing must be completed within 30 days of the spud date or the well shall be plugged. In all cases, NOTIFY district office prior to any cementing.

# Submitted Electronically

For KCC Use ONLY	
API # 15	
Conductor pipe required	feet
Minimum surface pipe required	feet per ALT. II
Approved by:	
This authorization expires:	rted within 12 months of approval date.)
Spud date: Age	ent:

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

#### Remember to:

- 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);
- Obtain written approval before disposing or injecting salt water.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.

ш

Well will not be drilled or Permit Expired Date: \_ Agent:

Signature of	Operator	or <i>i</i>	μ



For KCC Use ONLY

API # 15 - \_\_\_\_

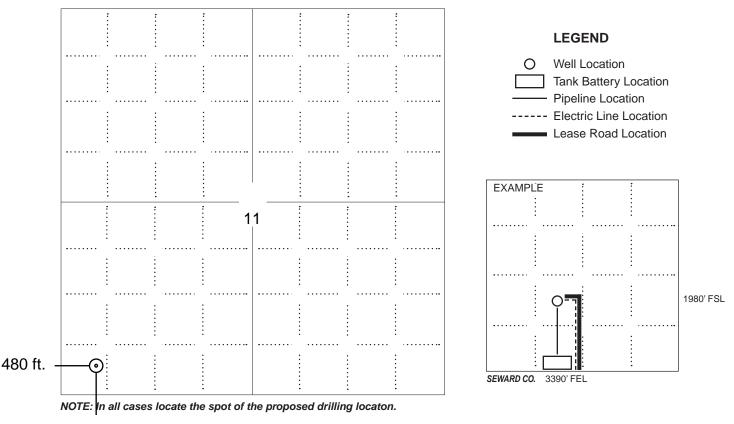
# IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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 E 📃 W
Number of Acres attributable to well: QTR/QTR/QTR/QTR of acreage:	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.



# 400 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.

Side Two



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION 1061024

Form CDP-1 May 2010 Form must be Typed

# **APPLICATION FOR SURFACE PIT**

Submit in Duplicate

			License Number:		
Operator Address:					
Contact Person:			Phone Number:		
Lease Name & Well No.:			Pit Location (QQQQ):	Pit Location (QQQQ):	
Type of Pit: F	Pit is:				
Emergency Pit Burn Pit	Proposed	Existing	SecTwpR East West		
	If Existing, date cor	nstructed:	Feet from North / South Line of Section		
(If WP Supply API No. or Year Drilled)	Pit capacity:		Feet from East / West Line of Section		
		(bbls)		County	
Is the pit located in a Sensitive Ground Water Area	a? Yes	No	Chloride concentration: (For Emergency F	Pits and Settling Pits only)	
Is the bottom below ground level?	Artificial Liner?	10	How is the pit lined if a plastic li	ner is not used?	
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet)	N/A: Steel Pits	
Depth from (	ground level to dee	epest point:	(feet)	No Pit	
Distance to nearest water well within one-mile of pi	.it-	Denth to shallo	west fresh water	feet	
		Source of inforr	nation:		
feet Depth of water well	feet	measured		ectric log KDWR	
Emergency, Settling and Burn Pits ONLY:		_	ver and Haul-Off Pits ONLY:		
Producing Formation:			Type of material utilized in drilling/workover:		
Number of producing wells on lease:           Barrels of fluid produced daily:		Abandonment procedure:			
Does the slope from the tank battery allow all spille					
flow into the pit? Yes No Drill pits			Drill pits must be closed within 365 days of spud date.		
Submitted Electronically					
KCC OFFICE USE ONLY         Liner       Steel Pit       RFAC       RFAS					
Date Received: Permit Number:	:	Permi	t Date: Lease	Inspection: Yes No	

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



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1061024

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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:		
Name:			
Address 1:	County:		
Address 2:	Lease Name: Well #:		
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of		
Contact Person:	the lease below:		
Phone: ( ) Fax: ( )			
Email Address:			
Surface Owner Information:			
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional		
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the		
Address 2:	county, and in the real estate property tax records of the county treasurer.		
City: State: Zip:+			

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

#### Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- □ I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

# Submitted Electronically

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FORM 88 - (PRODUCER'S SPECIAL) (PAID-L

63U (Rev. 1993)

### OIL AND GAS LEASE

AGREEMENT, Made and entered into the ard day of September

by and between	Phil C. Schmeidler and Brenda S. Schmeidler
	husband and wife
whose mailing address is	2320 Catherine Road, Hays, KS 67601 hereinafter celled Lassor (whether sale or more), High Plains Energy Partners, LLC 1515 Wynkoop, Suite 700, Denver, C/) 80202 hereinafter called Lesses:

Lessor, in consideration of Ten and Other Valuable Considerations Lessor, in consideration of <u>Ten and Other Valuable Considerations</u> Dollars (<u>10.00</u>) in hand paid, receipt of which is hereby acknowledged and of the royalites herein provided and of the agreements of the lease herein contained, hereby grants, leases and lets exclusively unto lease for the purpose of investigating, gas, water, other fluids, and air into subsurface strats, laying pipe lines, storing oil, building tanks, power stations, talephone lines, and other structures and things tharron to produce, save, take care of treat, meanfacture, process, store and transport and oil, liquid hydrocarbone, gases and their respective constituent produces, save, take and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest,

herein situated in County of	Ellis	State of	Kansas	
SEE EXHIBIT "			Kalisas	described as follows to-wit:
CANA GARLINGI	A MIACHED HE	CICETO AND MA	DE A PART HEREOF FOR PRO	PERTY DESCRIPTION.

In Section <u>15</u> Township <u>12 South</u> Range <u>17 West</u> and containing \_\_\_\_\_ 160.00 acres, more or less, and sll

Subject to the provisions herein contained, this lease shall remain in force for a term of <u>Three (3)</u> years from this date (called "primary term") and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from anid land or land pooled therewith or this lease is otherwise maintained in effect

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 whataoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefore on-exighth (1/8), at the market price at the well, (but, as to gas sold by Lessoe, in no event more than one-eighth (1/8) of the net proceeds received by Lessee from such sales, such and proof to be less a processing, compressing, or otherwise making any such gas merchantable) for the gas sold, used off the premises, or in the manufacture of products therefore, such and any such gas merchantable) for the gas sold, used off the premises, or in the manufacture of products therefore, such any sold and the cost incurred by Lessee in delivering, transing for the removal of nitrogen, height or other impurities made monthly. ucts therefrom s in

This lease may be maintained during the primary term hareof without further payment or drilling operations. If at the expiration of the primary term of this lesse, oil or gas is not being an operations are being continuously prosecuted on the lessed results of the primary term of this lesse, oil or gas is not being that continues in force so long that the set of the primary term of this lesse, oil or gas is not being an operations are being continuously prosecuted on the lessed premises or on acroage pooled or unitized that many backdonment of one well and the beginning of operations that the discovery of the the lessed premises or on acroage pooled or unitized that well and the beginning of operations that the discovery of a subsequent well. If at the beginning of operations the thin its lesse that more than one handred and twenty (120) days shall elasse between the completion well, and the beginning of operations for the drilling or a subsequent well. If the beginning of operations for the drilling or a subsequent well. If the beginning of operations of the drilling or a subsequent well. If the beginning of operations of the drilling or the drilling of a subsequent well. If the beginning of operations of the drilling of a subsequent well. If the beginning of operations for the drilling of a subsequent well. If the drilling of reworking operations within one hundred and there the drilling of reworking operations within one hundred and the drill (120) days from the date of conselection of a dry hole, arreage pooled or unitized therewith.

If share the primary team one or more wells on the lease premises or lands pooled or unitized therewith are capable of producing for the purpose of maintaining the lease. If for a period of maky (90) consective days such well or wells are shut in or production therefore is not sold by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining the lease. If per acre than coverait by this lease, such well or wells are shut in or production therefore is not sold by Lessee, the Lessee shall pay as aggregate alture in royally of Cae Dealars (31,00) thereafter on or before each autiversary date of this lease while the well or wells are shut in or production therefore is not being sold by Lessee, the Lessee shall pay as aggregate alture in royally of Cae Dealars (31,00) thereafter on or before each autiversary date of this lease while the well or wells are shut in or production therefore is not being sold by Lessee, the Lessee that an interval of the sold main (90) day period and or otherwise being maintained by operations, or if production is being sold by Lessee from another well on the lesse of lands pooled or unitized therewilk, no shut-in royally shall be aball trended Lessee liable for the smouth the, 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 lassee'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 bans now on said premises without written consent of lessor.

mm Diret al 1.1.1

2010

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 beirs, executors, a written immediate or assigned in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written immediate or assignment or a time copy thread. In case lessee assigns this lesse, in whole or in part, lessee shall be relieved of all oblightions with respect to the assigned portions or portions arising subsequent to fine date of assignment.

Lease 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.

lease as to such portion or portions and be renewed of all obligations as to the acreage surrenosmed. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Bacoutive Orders, Rules or Regulations, and this lease shall not be termineted, in whole or restrictions on the drilling and production of wells, and regulation of the price or theseportation of out, season of the state o

Lessor hereby warrants and spress to defend the title to the lands herein described, and agrees that the lesses shall have the right at any time to redeem for lessor, by payment any 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 thereof, and the undersigned lessor, for themselves and their here, successors and assigns, hareby surrader and release all right of dower and homestead in the premises described herein, in so far as said right of dower and hereita.

Lesses, at its option, is hereby gives the right and power to pool, unitize or combine the screage covered by this lesse or any portion thereof with other land, lesse or lesses in the immediate vicinity thereof, when in lesses's judgment it is necessary or advisable to do so in order to properly develop and operate said lesse premises so as to premote the occusarvation of oil, ages or other minerals in and under and their may be produced from seid promises, such pooling or unitized in the event of an oil with other land, lesse or lesses in the gas or other minerals in and the right is produced from seid promises, and pooling or unitized in the event of a gas well. Lesses shall second a such as a to premote the occusarvation of oil, 40 acres such in the event of an oil well statud an instrument identifying and describing its pooled or unitized acreage. The entire acreage so pooled or unitized and any most is a such or united to minited in the event of a gas well. Lesses shall be transing and record in food wells on and the or united acreage, it shall be transid as if produced in a form this lesse, whether the well or wells be located on the presides or united acreage, it shall recorve ou production from a unit so pooled of wells be located on the premises oovered by this lesse or of. In lieu of the royalities elsewhere hermin specified, lesses the total acreage so pooled or unitized acreage. It shall recorve ou production from a unit so pooled of the royality singleted herean as the annoted in the interest. The second in the total acreage so pooled or unitized acreage is a statud acreage and provide the royality instruct acreage is a statud acreage and the royalities elsewhere hermin specified, lesses or shall be transid as if production is a pooled on runitized acreage. It shall recorve ou production from a unit so pooled of runitized acreage acreage based on the total acreage so pooled or unitized acreage acreage based acreage acreages are to be total acreages acreage acreage acreage acreages are to t

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 lesse shall mean the party or parties who accente 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 nimiter to those herein specified or not and whether now of scoring geological and geophysical information. All information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee into therein ages that a portion of the consideration provide the state of the consideration of

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	7	6	O page	61	

Witnesses

Phil C Schmaller Blenda Schmeller

The foregoing instrument By	was acknowledged before me this	3 <sup>rd</sup> day ofSeptember	2010
	Phil C. Schmeidler and	day of September Brenda S. Schmeidler	, 2010
My commission expires	MAY 18, 2014	BSGL	
STATE OF	CALL ANIN'S CODU	BENJAMIN S. COLVIN	
COUNTY OF			N S. COLVIN RY PUBLIC CE KANSASIU
The foregoing instrument v By	vas acknowledged before me this	state of KANBAS MY App. Exp	, 20,
My commission expires		······	
STATE OF		Notary Public	
COUNTY OF			
The foregoing instrument w	as acknowledged before me this	day of	20
By	······		
My commission expires			$\sim$
	$\frown$	Notary Public	]
OIL AND GAS LEASE FROM	Date TwpReeReeRee	STATE OF LALAN CUNT. W STATE OF LALAN CUNT. W County Course the for record on the Co day of Doce Mast 2010 at 12:30 o-clock P.M., and duly recorded in Book 7160 Page 61 of the reverse of this office.	When revorded, retarn to When revorded, retarn to Samuel Gary, Jr. & Associates, Inc. 1315 Wynkoop, Suite 700, Denver, CO 80202 EW: M. Acau drein Jauel Jonue
STATE OF			
COUNTY OF			
The forments - 1			
Y	s acknowledged before me this	day of	
	OT	n, on behalf of the corporation.	
ly commission expires		K	
		Notary Dubli-	
		Notary Public	

Attached to and made a part of that Certain Oil and Gas Lease dated September 3<sup>rd</sup>, 2010, by and between, PHIL C. SCHMEIDLER, ET UX, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

## **PROPERTY DESCRIPTION:**

# TOWNSHIP 12 SOUTH - RANGE 17 WEST

#### SECTION 15:

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 15, Township 12 South, Range 17 West, Ellis County, Kansas.

# 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").
- Lessoe 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.

FORM 88 - (PRODUCER'S SPECIAL) (PAID-UF.

63U (Rev. 1993)

OIL	AND	GAS	LEASE
-----	-----	-----	-------

AGREEMENT, Made and untered into the 12<sup>th</sup> \_day of \_ October 2010

by and between	Robert E. Schmidt and Patricia Schmidt
	husband and wife
whose mailing address is	2902 County Lane. Hays, KS 67601 Mereinafter called Lessor (whether one or more),
and	High Plains Energy Partners, LLC
	1515 Wynkoop, Suite 700, Denver, CO 80202 hereinsiter called Lesses:

Lessor, in consideration of \_ Ten and Other Valuable Considerations Lessor, in consustantian or <u>LESS PROPERTY ALLERATED AND A</u> Dallars (\$ 10.00

herein situate	d in County of	Ellis	State of	Ka	nsas	
	SER EXHIBIT "A" A	TTACUED HER			1345	described as follows to-wir
		II IACHED HER	GIU AND M	ADE A PART HEF	EOF FOR PROPERTY D	ESCRIPTION.

In Section 14 Township 12 South Range 17 West and containing 180.00 acres, more or less, and all

Subject to the provisions herein contained, this lesse shall remain in force for a term of <u>Three (3)</u> years from this date (called "primary term") and as long thereafter as oil, liquid hydromethons, gas or other respective constituent products, or any of them, is produced from and land or land pooled therewith or this lense is otherwise maintained in effect

In consideration of the premises the said lorsee covenants and agrees:

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

2nd. To pay Lessor for gas, (including casinghead gas) of windsoever nature or kind produced and sold, or used aff the premises, or used in the manufacture of any products therefor last a proportionate part of the production, severance, or other excise taxes and the cost incurred by Lessee in delivering, treating for the removied firstogan, helium or other impurities as processing, compressing, or otherwise making any such gas merchastable) for the gas sold, used off the premises, or is the manufacture of products therefore, 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, all or gas is not being as operations are being continuously processing of the leased premises or on accesse pooled or multized therewith but Leasee is these engaged in drilling, reworking operations thereon, then this lease head continuously processing on the leased premises or on accesse pooled or multized therewith the Leasee is these engaged in drilling, reworking operations thereon, then this lease head continuously processing on the leased premises or on accesse pooled or multized therewith, and operations the beginning of operations the field continue in force so long discovery of old or gas on the leased premises or an accesse pooled or multized therewith, the beginning of operations the field continue of a subsequent veli. If after Leasee commences additional drilling or neworking operations thereon, the drilling of a subsequent well. If after Leasee commences additional drilling or two driven the second premises or an accesse pooled or multized therewith, the production should cease from any cance the primary term the field by the second premises or an accesse pooled or multized therewith, the production should cease from any cance the primary term the field or terminet is the second and the second premises or an accesse pooled or multized therewith, the contact of a contact terminet or the drilling of a subsequent well. If after the operations are the primary term the field or gas on the based production within the second and the second production at the second and production of a dry hole. As the second and produced as a result of such operations, this lease shall continue in full force and effects to long are of or as is produced form the field or premises or on the field or premises or the premise or terminet is the second and the second or production or

If after the primary term one or more wells on the lease premises or lands pooled or unitized therewith are expeole of producing oil or gas or other substances covered hereby, but such for a period of namely (90) consecutive days such well or wells are shut in or production thereform in not cold by Leases, such well or wells shall nevertheless be desmed to be producing for the purpose of maintaining the lease. If per are then covered by this lease, such well or wells are shut in or production thereform in not cold by Leases, such well or wells are shut in or production therefore the anniversary date of this lease while the well or wells are shut in or production therefore the anniversary date of this lease while the well or wells are shut in or production therefore the anniversary date of this lease while the well or wells are shut in or production therefore the anniversary date of this lease in the such stands of the such make (90) day period and or otherwise their maintained by coperations, are if production is being sold by Leases from another well on the leased premises or leads pooled or unitized therewith, no shut-in royalty shall be ashall reader Leases liable for the amount due, but shall not operate to terminate the lease.

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

and white book and the right to the, here on cost, gas, on and white produced on said land for lesses's onerging therean and	and according from a state and the second statement therein
When excepted by lower 1 and the second gas, of and water produced on said land for lessee's operation thereon, exc	of wards. TLOUD AND ANGUTS OIL 19884
When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.	
2.4. million million	

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

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

Lescee 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, auxiliary institutions, successors or assigns, but no change in the ownership of the land or assignment of renaits or royalites shall be binding on the lease or toop thereof. In case lease assigns this lease, in whole or in part, lease shall be relieved of all obligations with respect to the assignment or the date of assignment or the date of assignment of the lease of the lease of the lease of the date of assignment or the date of assignment or the date of assignment of the lease of the leas

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any parties or portions of the above described premises and thereby surrender this lesse as to such parties or portions and be relieved of all obligations as to the acceage surrendered.

Lesse as to such portion or portions and be relieved of all obligations as to the accesses automated.
All express or implied covenants of this lease shall be neligiest to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or reminications on the drifting such productions of wells, and regulation of the price of transportations of the states performed by, or if such relieved of the price of transportations of the states performed by or if such relieved to the state explored to a data by the price of transportations of orders, Rules or Regulations, and this lease shall not be terminated, in whole or reminicitors on the drifting such production of wells, and regulation of the price of transportations of orders, and the result of, any such Law, Order, Rule or Regulation, including operations or ordigingtions under this less are prevented or datayed by the integration of the price of transportations or orders, not by insbility to obtain necessary permits, equipated, services, material exits, exploring and productions, governmental action, governmental action activation of active the hist lease of active the hist lease

Lessor hereby wirrants and agrees to defend the title to the iands hardin described, and serves that the lasse shall have the right at any time to redeem for lessor, by payment any fikemetives and their heirs, macessor and resigns, hereby surroted re and relates all hight of dower and homestead may in any affect the purposes for which this lesse is made, as recited herein.

Indifferences may its any way struct use purposes for watch this period point in the series of any postion thereof with other land, lease or leases in the immediate within thereof, when it along the series in the series of a series of a series of any postion thereof with other land, lease or leases in the gas or other mineral in and index of sedent may be produced from self provides, and pooling of a series o

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

Lesses all have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to hose herein specified or not and whether now of sociaring geological and geophysical information. All information obtained by Lesses as a result of such activity and be the social instruments, tests or procedures, for the purpose estimation with asismograph operations (see the tracks in the wheth, pasture or field, read use, compaction etc.) If any extraordinary damages should occus, at Lessor's discriming 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

ROBERT & SCHMEDT PATRICIA Scimultaka Patricia A. Schmidt Ů

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and and

BOOK 760 PAGE 399

Witnesseer

STATE OF KANSAS		28 N.
COUNTY OF		
The foregoing instrument was acknowledged before me this	9714 day of 2010 2010	
My commission expires6/28/13	On Gaulen	
STATE OF KANSAS Wy Appl Era 6/28/13	Notary Public ANN GASCHLER	
COUNTY OF <u>ELUS</u>		
The foregoing instrument was acknowledged before me this By	day of day of	20
My commission expires		
STATE OF	Notary Public	
COUNTY OF		
The foregoing instrument was acknowledged before me this By	day of, 2	:0,
My commission expires	Notary Public	2
No	STATE OF CALLOAN 61 County 690 - 690 - 600 - 600 This instrument was filed for record on the LO day of 0322 a model and duty recorded in Book 750 Pause 339 of the provide of this office. By 716.00 Reptieds of Operate When recorded, roturn to 8200 - 600	1515 Wynkoop, Suite 700, Denver, CO 80202
STATE OF		
COUNTY OF		
The foregoing instrument was acknowledged before me this	day of 20	
a of	, on behalf of the corporation.	
My commission expires		
	Notary Public	_
BOOK 760 FAGE 400		

Attached to and made a part of that Certain Oil and Gas Lease dated October 12th, 2010, by and between, ROBERT E. SCHMIDT, ET UX, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.

### **PROPERTY DESCRIPTION:**

# TOWNSHIP 12 SOUTH - RANGE 17 WEST

#### SECTION 14:

That certain tract or parcel of land estimated to contain <u>180.00</u> acres, more or less, and being described as The North Half of the Northwest Quarter (N/2 of the NW/4) and the North Half of the South Half of the Northwest Quarter (N/2 of the S/Z of the NW/4) and the North Half of the Southwest Quarter of the Northeast Quarter (N/2 of the SW/4 of the NE/4) and the Northwest Quarter of the Northeast Quarter (NW/4 of the NE/4) of Section 14, Township 12 South, Range 17 West, Ellis County, Kansas.

# 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").
- 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.

#### FORM 88 -- (PRODUCER'S SPECIAL) (PAID-U)

#### 63U (Rev. 1993)

# **OIL AND GAS LEASE**

Qtb AGREEMENT, Made and entered into the day of October

		2010
by and between	The Leon J. Rohleder Revocable Living Trust,	
	dated September 5, 2007, herein represented	
	by Leon J. Rohleder, as trustee	
······································		
whose mailing address is	1585 Toulon Avenue, Hays, Kansas 67601	bereinafter called Lessor (whether one or more),
and	High Plains Energy Partners, LLC	and a straight and the straight faile the of the of the straight
	1515 Wynkoop, Suite 700, Denver, CO 80202	Jutrainafter called Lessen

Lessor, in consideration of \_ Ten and Other Valuable Considerations LESSOF, IN COMMENTION OF <u>A FEIT REPLACEMENT V REPLACED TO CONSIDER TRANS</u>, DOURT (S. LU.VU ) in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lesses have a contained, hereby grants, lesses and lets exclusively unto lesses for the purpose of investigating, exploring by goophysical and other means, pruspecting of filling, muining and operating for and producing oil, liquid hydrovarboas, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things fuereon to produces, save, take care of treat, manufacture, process, store and transport said oil, liquid hydrocarboas, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, Dollars (<u>\$ 10.00</u>) in hand paid, receipt of which is hereby

here's situated in Cranty of State of	Kansas	described as follows to wit:
SEE EXHIBIT "A" ATTACHED HERETO AN	D MADE A PART HEREOF FOR PRO	PERTY DESCRIPTION.

In Section Township nooretions thereto.	<u>12 South</u> Range	17 West	and containing	320.00 scres, more or less, and all
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Subject to the provisions herein contained, this lease shall remain in force for a term of <u>Three (3)</u> years from this date (called "primary term") and as long thereafter as oil, inquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land pooled therewith or this lease is ofdeerwise maintained in effect

In consideration of the premises the said leasee covenants and agrees:

Ist. To deliver to the crudit 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 pressines, or used in the manufacture of any products therefrom, one-sighth (1/8), at the market price at the well, (but, as to gas sold by Lessee, in no event more than one-sighth (1/8) of the net proceeds received by Lessee from such sales, such set proceeds the pas, processing, compressing, or otherwise making any such gas merohamable) for the gas sold, used off the premises, or in the unamifacture of products therefrom, 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 less, oil or gas is not being as operations are being continuously processed on the lessed promises or on access pooled or unitized finerewith but Lessee is then engaged in drilling, reworking operations thereon, then this lesse shall continue in force as long than one hundred and twenty (120) days shall ekpes between the completion or shandcomment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on the lessed promises or on access pooled or unitized therewith, and operations should cease from any cause after the primary term his less that termine the discovery of oil or gas on the lessed promises or on access pooled or unitized therewith, the beginning of operations for the drilling of a subsequent well. If after Lessee commences additioned dailing or rom access pooled or unitized therewith, the primary term is less that its less that the termine the termine the termine of the lessed promises or on access pooled or unitized therewith, the date of commission in the date of completion or should cease from any cause after the primary term, this less that its termine termine. If all or gas shall be discovered and produced as a result of such operations, this less shall continue in full force and effect so long as oil or gas is produced from the lessed from the lesses of rom access produced or unitized therewith.

If after the primary term one or more wells on the lease premises or kinds pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby, but such well or wells are either stori in or production therefrom is not being sold by Lease, such well or wells shall arevertiseless be desmed to be producing for the purpose of maintaining (the lease. If for a period of ninety (90) connective days such well or wells are shut in or production therefrom is not sold by Lease, the Lease shall pay an aggregate shut in royally of Ome Dollar (31,00) for a period of ninety (90) connective days such well or wells are shut in or production therefrom is not sold by Lease, the Lease shall pay an aggregate shut in tryally of Ome Dollar (31,00) hereafter 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 Lease. If or otherwise being maintained by operations, or if production is being sold by Lease from another well on the lease of the same shut in the primary term doe multi the end of the next following anniversary date of this lease 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 royaltics) 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 pressines without written consent of lessor.

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



2010

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 assignment in whole or in part is expressly allowed, the ovenants hereof shall extend to their heirs, exce administrators, successors or assign, but no change in the ownership of the land or assignment of reatisk or royalites shall be theilding on the lease or and the privilege of assignment of the lease or assignment of a white transition and the privilege of assignment of the lease or assignment of and the rest of a state of the least or assignment of a white transition and the lease or assignment of a white transition of the lease or assignment of the lease of assignment of the lease or assignment of the lease of assignment of the lease of assignment of the lease of assignment of the date of assignment of the lease of assignment of the date of assignment of the date of assignment of the lease of t

Lesses may at any time executs and deliver to lessor or place of record a release overlag any portion or postions of the above described premises and thereby surrender this lesse as to such portion or postions and be relieved of all obligations as to the acreage surrendered.

Itesses as to such portnom or portons and the reserved or an congenitous so to use average sufficience. All gorness or implied covenants of this lease shall be subject to all Federal and State Law, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or reservicines in part, are lesses held lights 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 Regulations, including operations or oblighting and production of wells, and regulation of the price of transportation of oil, gas or other substance covered hardery. When drilling, revorking, production or other electricity, field, access or quere miss, equipments leave are prevented or delayed by such laws, rules, regulations, active of the price of transportations or electricity, field, access or quere the substance or prevented or delayed by such laws, rules, regulations or other substance covered hardery. When drilling, revorking, production or other substance or oblight of the price of th

Lessor hereby warrants and agrees to defend the title to the lands bernin described, and agrees that the lesses shall have the right at any time to redeem for lessor, by payment any rigages, taxes or other here to make above described hands, in the event of default of payment by lessor, and be subrogated to the rights at any time to redeem for lessor, by payment any maleva and their lesirs, successors and assigns, hereby surreder and milease all right of dower and homestead in the premises described herein, in so far as said right of dower and nestead may in any way affect the parposes for which this lesse is made, as recited herein.

Indicating the production as purposes or vance this reace as many, as records necess. Lessos, as its option, is hearby given the right and power to pool, unitize or combine the acreage powered by this lesse or any purtion thereof with other land, lesse or lesses in the immundate vicinity thereof, when is lesses's judgment it is secessary or advisable to do so in order to property develop and operate said lesse premises so as to promote the conservation of oil. By a collest minorals in assisted or multile the conservation of the source of the constraints of the source of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lesses shall be treats contiguous to use smother and to be into a unit or units not exceeding 640 acres each in the event of a gas well. Lesses the land becault from the and that new be into a unit or units not exceeding 640 acres each in the event of a gas well. Lesses that lesses to contain the event of in the event of the production is the fourth on the event of in the event of in the event of in the event of the production is found of the production is a shall for the event of in the event of the production is the event of the event of the production is there to produce of the production is the event of the s

This issues 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 effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those execution hereof. The word "Lessor" as used in this lesses shall mean the party or parties who

Linsee shall have the exclusive right to excluse 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, asimograph explorations, magnetonieser, or other geophysical or geological instruments, tosio 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 acclusive property of Lessee, and Lessee for their ageodities of the consideration paid herein in for advance payment of used and there in the same age that a portion of the consideration paid herein is for advance payment of used and outcomery damages associated with seismograph operations (ic: the tracks in the wheat pasture or field, road use, compaction etc.) If any extraordinary damages should occur, at Lessen's discretion, Lessor or its tenant (if Lessor has a tenant) will be compensated accordingly, or Lessee may elect to repair the damages in live 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.

The Leon J. Rohfeder Revocable Living Trust, dated September 5, 2007

Herein represented by Leon J. Rohleder, as trustee

The foregoing instru- by <u>LEON J. RO</u>	ument was acknowledged befo HLEDER, TRUSTEE	and and and	ay of <u>OCTOBE</u>	R
My commission exp	ires JULY 6, 2014	- L		Melon
STATE OF	L	DAMIEN S. MCCOR My Appt. Expires	Million and	
COUNTY OF				
by	nent was acknowledged befor	e me this day	/ of	
	65			
			/ Public	
OIL AND GAS LEASE	TO Date	County Courses	This instrument was filed for record on the 10 day of <u>De 8 when</u> 2010 at <u>8:00</u> o-clock <u>AM</u> , and duly recorded in Book <u>7100</u> Page <u>373</u> of the records of this office.	By 1810.00 Revinier of Teedu. When recurded, return to Samociates, Inc.
TATE OF				~
AT DIME OF				
OUNTY OF				

Notary Public

á.

Attached to and made a part of that Certain Oil and Gas Lease dated October 9, 2010, by and between, LEON J. ROHLEDER REVOCABLE LIVING TRUST, DATED SEPTEMBER 5, 2007, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.

## PROPERTY DESCRIPTION:

# TOWNSHIP 12 SOUTH - RANGE 17 WEST

### SECTION 11:

That certain tract or parcel of land estimated to contain <u>320.00</u> acres, more or less, and being described as West Half (W/2), of Section 11, Township 12 South, Range 17 West, Ellis County, Kansas.

# 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").
- Lessee shall pay all damages 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.

# **OIL AND GAS LEASE**

AGRE EMENT, Made and entered into the	16 <sup>m</sup> 4ay of	December 2010
by and between	JOHN C. HERMAN.	
	A Single Person	
whose mailing address is	P.O. Box 998 Hays, Kansas 67601	La bada and ba
ad	High Plains Energy Partners, LLC	hereinafter called Leaver (whether one or more),
	1515 Wynkoop Street, Suite 700, Denver, CO 80202	

Lesson, in consideration Ten and Other Valuable Considerations \_\_\_\_\_\_Dollars (\$\_\_\_\_\_10.00 threader alternated in Property of -

meteria presenteq m	-		Ellis		State of	Kansas	
	SER EXHI	BIT "A" ATT	ACHED MEDE		DT 4 DADO	HEREOF FOR PROPERTY DESC	described as follows to-wit:
	AND AND ALL A		ACHED HERE	U AND MA	DE A PART	HEREOF FOR PROPERTY DESC	CRIPTION.
In Section	10	The second states	12 Courth				

ocretions thereto. Range \_17 West \_ and containing \_\_\_\_\_ 160.00 acces, more or less, and all

Subject to the provisions herein contained, this lease shall remain in force for a tenn of \_\_\_\_\_\_\_\_Three (3) \_\_\_\_\_\_years from this date (radied "primary tenn") and as long thereafter as eil, tiquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from taid land or land pooled therewifs or this lease is otherwise maintained in effect pursuant to the

In consideration of the premises the said Lessue covenants and agrees:

Int. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lassee may connect wells on said land, the equal one-nighth (1/8) part of all oil produced and saved from the lessed

2.ud. To pay Lessor for gas, (including casinghead gas) of winaisoever natures or kind produced and sold, or used off the premises, or meed in the manufacture of say products therefrom, one-s at the market price at the well, (for, it is pas sold by Lessee, in no event more than one-splith (1/3) of the net protocols received by Lessee from such sales, such net protocols to be less a proport of the productive, sevenance, or offset excise taxes and the cost instanced by Lessee in delivering, treating the the removal of nitrogen, heliant or other impurities in the gas, processing, compressi wide making any such gas merchanishle) for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be rade monthly. (1/8).

Underwood instating any souch gest merchanismus (r) has use gas been, unch of use production, of an pite unmunimente or production, one payments to be more incomentary. This lenses may be maintained during the primary term henced without further payment or diffigure operations. If at the explanation of the primary term of this lense, oil or gas in not being pro-continuously proceeded on the field of primary term henced without further payment or diffigure operations. If at the explanation of the primary term of this lense, oil or gas in not being pro-continuously proceeded on the field of primary term henced without further payment or diffigure operations. If at the explanation of the primary term that cause, all or gas in not being pro-dense shall elapse between the completion or alamdowneys pooled or unitized therewith; and operations in for the drilling of a subsequent well. If this related interval the the gaining of other particles of the eminate it is an ended of the set of provide the set of the primary term the beginning of the primary term, their set of the set of provide the set of the primary term the tense of the primary term. This lense shall cause contractions in our of the dense of provide terms the tense of the set of primary term the tense of the set of provide terms the tense of the primary term, this fines shall not terminate it is as a set of the set of provide terms the tense of the set of provide terms the tense of the primary term, this fines shall not terminate it is as a set of the set of provide terms the set of provide terms the set of provide terms the tense of provide terms the set of completion of a set of the set of provide terms ter are being enty (120) nisce or on ac

If after the primary term one or more wells on the lease premiers or lands pooled or mainized therewith are capable of producing oil or gats or other substances covered hereby, but such the state in or production therefrom is not being and by Lease, such well or wills that user therewith are capable of producing oil or gats or other substances covered hereby, but such the state in or production therefrom is not being and by Lease, such well or wills that user thereas the be producing oil or gats or other substances covered hereby, but such the state by Lease, the Leane of the production therefrom is not being and by Lease, such well or wills that user thereas the descende to be producing the box production therefrom is not being and by Lease. If for a period of the state there expiration of the state and anteely (0) days period and thereas thereafter on or before the amiveney date of the lease must be predicted to the state and by Lease. There expiration of the state anteely thereas thereafter on or before the amiveney date of the lease must by Lease, provided that if the lease has in its primary term or otherwise being must be of an of the state thereafter on the best provided to there of the anti-or operation the thereafter on the best provided to the thereafter on the best provided thereafter on the best provided to the thereafter on the best provided to the thereafter on the best provided thereafter on the best provided to thereafter on the best provided thereafter on the best provided to the thereafter on the best provided thereafter on the best provided to the thereafter on the best provided to the thereafter on the best provided thereafter on the best provide -(90) saich

If said Lessor owns a less interest in the above described land than the entire and undivided for simple estate therein, then the royalties (including any shot-in royalties) herein provided for shall be prid the said Lessor only in the properties which Lessor's interest beam to the whole and undivided for. ... ptc

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Lessen shall have the right to use, free of cost, gas, oil and weier produced on said hand for Lessee's operation thereon, except water from the wells of Lessor.

When requested by Lessor, Lesser shall bury Lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now an asid 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 down and remove casing.

If the eviate of cither party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants here of aball evices that is expressly allowed, the covenants here of aball evices that here has been furnished with a written is assignment of retained or a true copy thereof. In case Lensee nations this lease, in while or in part, Lensee shall be relieved of all obligations with respect to the assigned portion or portions acising subsequent to of assignment.

Lesses may st any time casents and deliver to Lessor or place of record a release or releases covering any portions or particus of the above described premises and thereby surrender this less

such position or portiones and be relievent of all congettions as to the acresse summanness. All express or implied coverants of this lesse shall be subject to all Pederal and State Laws, Encendive Ordars, Ruines or Regulations, and this lesse shall not be termission, in whole or in part, nor and production of wells, and regulation of the price or transportation of oil, gas or other substance ordered hards. When thilling, reversing, or evaluations, they for the part of a sub-prevented or delayed by such fishers, rules, regulations or ordering, the price or transportation of oil, gas or other substance overceal hards. When thilling, reversing, molecular of substance overceal hards, wells, they could fish a substance overceal hards. The price of the public ones are supervised or delayed by such fishers presented or delayed by such as a substance overceal hards. The price of the public ones or transportation of oil, gas or other substance overceal hards. When thilling, reversing, order conduction, governmental action, gov

Lesson hereby warmants and sproves to defend the title to the lands haven described, and sprese that the Lerror shall have the right st any time to redeem far Lesson, by payment any mortgages, haven ar other lieus on the above described hands, in the event of default of payment by Lesson, and he todrogated to the rights of the holder thereof, and the undersigned Lesson, for the successors and analysis, hereby parently parently payment by Lesson, and he todrogated to the rights of the holder thereof, and the undersigned Lesson, for themselves and their helm, which this lease is made, as recited bernin.

While use reasons and interpret an interpret provide a secondary given the right and power to pool, unitize or combine the accesses of so promote the conservation of oil, gas or other hand, lease or leasons adjacent, when in Leasons a indigeneat it is upcomment is upcommery develop and operate suit in the interpret of the conservation of oil, gas or other mitterals is and under ad the may be exceeding 16 deares each in the served or gas well or a horizontal only in the careage or provide deares each in the vector of an outly well, or into a run or units and instrument identifying and dearbing the pooled or unitized acreage. The entire ancesses op order or units and to a mer or units and to a mer or unit shall be breaked from a provide the conservation of its lease, where it is not accessed in the premises of and the server of a gas well or a horizontable of up of or unitized acreage. The entire accesses on pooled or unitized acrease or unit shall be breaked from a provide the conservation of the lower of the order of the inter accesses of the order of the unit or units and interment identifying and dearbing the pooled or unitized acreage. The entire acreage so pooled or unitized acrease, it is production is had from the poole acrease in this lease. If production a pooled or unit and the pretione is add from the poole and on the poole of or unitized acrease. It is production is had from the poole acrease of the transfer acrease is advected acrease in white a data to be a trace or unit shall be breaked at the add from the poole of or unitized acrease. It is production is had from the poole acrease in the issue of the transfer acrease acrease the production is had from the poole of the poole of the transfer acrease bears bears bears and acrease as a base shall receive on production is had from the poole of the royality stipulated here acrease is pooled or unitized acrease. The acress and acress a base bears to the total acrease and the prediction is make interpret acress and the acressed in the usif or his royalit

the amount of his accesso placed in the unit or his royally insertest fibercia on an accesso basis bears to the total accesso as pooled or unitized in the particular unit involved. Lessor, a long or all of the hashesness overcess of the primary terms of this lesso. Lessor reserves a hours fide offer which Lessor is willing to accept firms any party officing to particular in the particular unit involved. Lessor, a long or all of the hashesness overcessor by this lesse and covering at or a period of runnitized in the particular unit involved. Lessor, a long or all of the hashesness overcessor by this lesse and covering at or a period of run is and hardren, with the lesse base boosting effective nions committing of said (fifth invariation), including in the notice the name and addrens of the officer which lesses period of fitheress and conditions of the officer of the lesses period of milesses therein, every diverge the running of said (fifth invariations), including the hashes period of the advectory of the officer of the solutions of the officer of the solution of the officer of the solution of the officer of the solution of the officer of the solutions of the officer of the solution of the officer of the solution of the officer of the solution of the officer of the advectory of the officer of the solution of the solution of the officer of

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 the tanting some of the Lessors above named who may not have joined in the execution hereof. The word "Lesser" as used in this lease shall mean the party or parties who execute this lease

Lesses shall have the exclusive right to explore the land faceria described by geological, geophysical or other methods, whether initiat to these bards are observed whether now income of faceria described by lesses and faceria described by geological, geophysical or other geophysical ergenous the state are provided and been and the purpose of accuring geological for the state are properly of lesses, and less the purpose of accuring geological for the purpose of accuring geological for the purpose of accuring geological for the state are provided and the purpose of accuring geological for the state are properly of lesses, and lesses here are stated in the purpose of accuring geological for the state are properly of lesses, and lesses here are stated and lesse here are stated and lesses here are are stated and lesses here are stated and less here are stated and lesses here are stated and less here are

Lessor (and Lessor) herein agree to less and except from the terms of this Oil and Oca Lesse any currently existing oil and/or gas well(s), here hole(s) or other related facilities located on the above described lesse premites. Lessor forther agrees that Lesses shall not be liable nor abili Lessee have the obligation to plag and abandon any of said existing oil and/or gas wells(s), bore hole(s) or

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 Gry and your first above with

TOHIN C. HERALAN 800M 764-PAGE 564

The foregoing instrument was ack byJOHN C. HERM	nowledged before me this 16 <sup>th</sup> _	day of	December		
My commission expiresM	Y 18. 2014	Benjam	Sch		
STATE OF	STATE OF KANGAG	Notary Public: BENIAMIN S. CO	DLVIN		
COUNTY OF					
The foregoing instrument was ackn by	owledged before me this	day of		, 20	a
My commission expires		······································			
STATE OF		Notary Public			
COUNTY OF					
-					
The foregoing instrument was acknown by	wledged before me this	day of		, 20,	
My commission expires					
		Notary Public			2
OIL AND GAS LEASE	Date	BTATE OF Courses County Course of the for record on the Of This instrument was filed for record on the Of This instrument was filed for record on the Of an of the Of Course of the for record of the recorded	The fin Broad of this office. The residue of this office. By H 20.00 Revealed. When recorded, return to	Samuel Gary Jr. & Associates, Inc. 1515 Wynkoop St., Ste. 700, Denver, CO 80202	= ENV. = Arachan Land Enuca
COUNTY OF					
he foregoing instrument was acknow y	IO			., 20,	
	of corporation, (				

Attached to and made a part of that Certain Oil and Gas Lease dated December 16<sup>th</sup>, 2010, by and between, JOHN C. HERMAN, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

### **PROPERTY DESCRIPTION:**

## TOWNSHIP 12 SOUTH - RANGE 17 WEST

#### SECTION 10:

That certain tract or parcel of land estimated to contain <u>160.00</u> acres, more or less, and being described as the Southeast Quarter (SE/4) of Section 10, Township 12 South, Range 17 West, Ellis County, Kansas.

# 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").
- 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.
- 5. PLEASE SEE OTHER PAGE FOR PROVISON NUMBER FIVE (5)

BOOK 764 MGE 566

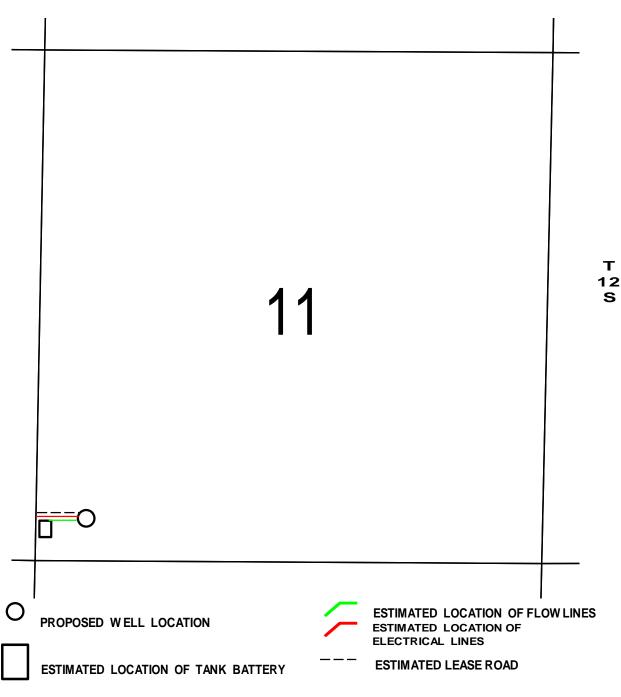
### Page Two to Exhibit A of Oil and Gas Lease

5. This property is currently being considered for a separate contract being negotiated to lease the herein demised property for wind energy development, which negotiations are with an unrelated third party. While any such anticipated wind energy lease, if same comes to fruition, will of necessity be subject to the terms of this oil and gas lease, it is expressly understood and agreed that the consent of the lessee herein, or any of its assigns, shall not be required or necessary for the lessor herein to be able to complete negotiations with such a wind energy development and execute a valid and subsisting lease on the same premises as are the subject matter of this lease on such terms and conditions as those parties may agree, understanding that same shall in no fashion significantly impair the rights granted to the lessee hereunder. As such, the landowner will be entitled to enter into a valid and subsisting lease of the property for wind energy development without the consent, permission, ratification or subordination of this lessee or its assigns being required. In the events such a wind energy lease, during the term of this lease (or any extension or renewal thereof) is subsequently executed by landowner and development under such wind energy lease occurs; this lessee, its successors and assigns, agrees to cooperate in such wind energy development without additional consideration or other akin charges with such wind energy developer and to provide all reasonable accommodations so that the demised premises can be used and developed for both, nonexclusive purposes contemporaneously. Provided, however, that nothing contained in this paragraph shall be interpreted to prohibit this lessee from being able to negotiate and settle or otherwise resolve with any such wind energy developer its actual out-of-pocket expenses incurred by this lessee in providing all such reasonable accommodations contemplated hereunder and referred to in this paragraph. Any wind energy lease of landowner will contain a similar cooperation clause. This paragraph shall in no manner be construed to prohibit Lessee from exercising all its rights under the terms of this lease.

800K 764 PAGE 567

 OPERATOR: Samuel Gary Jr & Associates, Inc 1515 Wynkoop Street, Suite 700 Denver, Colorado 80202 office: 303-831-4673; fax: 303-863-7285
 WELL NAME: ROHLEDER TRUST ET AL 1-11
 LOCATION: 400 FSL / 480 FWL Sec. 11-12S-17W ELLIS COUNTY
 SURFACE OWNER: Leon J. Rohleder Rev Liv Tst

1585 Toulon Ave Hays, KS 67601



R 17 W