For KCC Use:

Eff	e	ct	iv	е	Date
-					

District	#	

SGA?	Yes	No

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

1061993

NOTICE OF INTENT TO DRILL

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

Form KSONA-1, Certification of Com	pliance with	the Kansas	Surface Owner	Notification Act, MUS	Γ 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 L 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):
Well Drilled For: Well Class: Type Equipment: Oil Enh Rec Infield Mud Rotary Gas Storage Pool Ext. Air Rotary Disposal Wildcat Cable Seismic ; # of Holes Other Other:	Nearest Lease or unit boundary line (in footage): Ground Surface Elevation: Yearest Lease or unit boundary line (in footage): Ground Surface Elevation: Yearest Lease or unit boundary line (in footage): Ground Surface Elevation: Yes No Public water supply well within one mile: Yes No Depth to bottom of fresh water: Depth to bottom of usable water: Surface Pipe by Alternate: I Il Length of Surface Pipe Planned to be set: Length of Conductor Pipe (if any): Projected Total Depth: Formation at Total Depth:
Directional. Deviated or Horizontal wellbore?	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	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.
Approved by:	
This authorization expires:	
Spud date: Agent:	

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.
 - Well will not be drilled or Permit Expired Date: _ Signature of Operator or Agent:

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



For KCC Use ONLY

API # 15 - ____

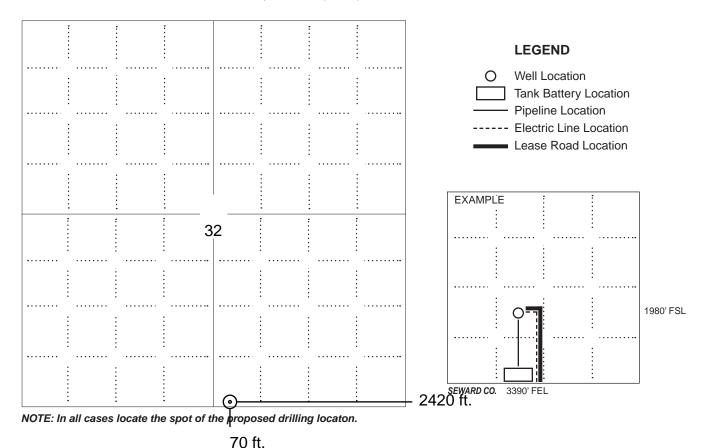
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

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



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 1061993

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:	Pit is:		· · · · ·	
Emergency Pit Burn Pit	Proposed	Existing	SecTwpREast West	
Settling Pit Drilling Pit	If Existing, date co	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 A	vrea? Yes	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)	
Is the bottom below ground level?	Artificial Liner?	٩o	How is the pit lined if a plastic liner is not used?	
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet)N/A: Steel Pits	
Depth fro	om ground level to dee	epest point:	(feet) No Pit	
If the pit is lined give a brief description of the li material, thickness and installation procedure.	ner		edures for periodic maintenance and determining networking networking.	
		inter integrity, in		
Distance to nearest water well within one-mile of pit:		Depth to shallo Source of inforr	west fresh water feet. mation:	
feet Depth of water well	feet	measured	well owner electric log KDWR	
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	over and Haul-Off Pits ONLY:	
Producing Formation:		Type of material utilized in drilling/workover:		
Number of producing wells on lease:		Number of working pits to be utilized:		
Barrels of fluid produced daily:		Abandonment p	procedure:	
Does the slope from the tank battery allow all spilled fluids to flow into the pit? Yes No		Drill pits must be closed within 365 days of spud date.		
Submitted Electronically				
,				
	KCC	OFFICE USE O	NLY	
Date Received: Permit Num	ber:	Permi	it 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 1061993

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: 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
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

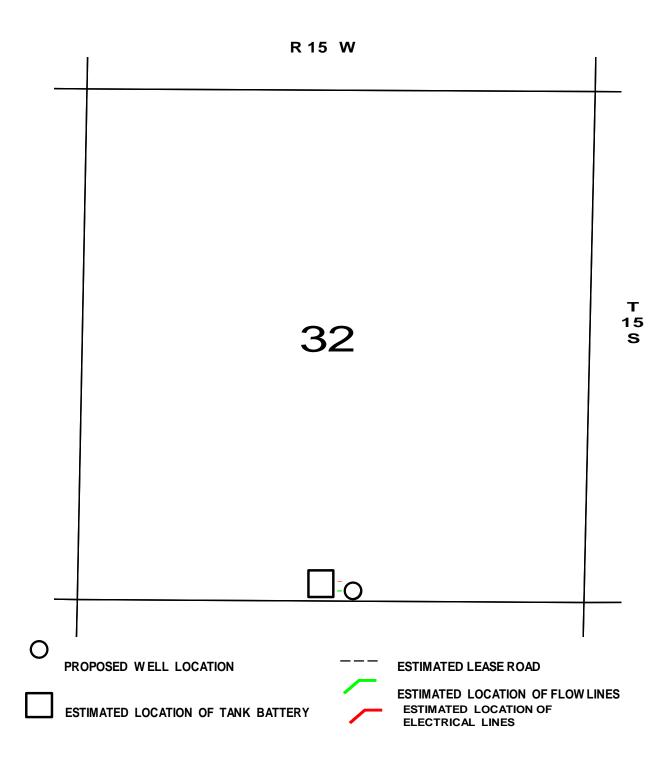
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OPERATOR: Samuel Gary Jr & Associates, Inc 1515 Wynkoop Street, Suite 700 Denver, Colorado 80202 office: 303-831-4673; fax: 303-863-7285 WELL NAME: Hopkins et al 1-32

LOCATION: 70' FSL / 2420' FEL Sec. 32-15S-15W Russell County

SURFACE OWNER : Dennis J. Hopkins 4120 Marshall Rd. Rock Hill, SC 29730







<u>Memorandum of Lease</u>

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into as of August 3, 2010, by and between Dennis J. Hopkins, whose address for the purposes hereof is 4120 Marshall Road Rock Hill, SC 29730 ("Lessor"), and High Plains Energy Partners, LLC whose address for the purposes hereof is 1515 Wynkoop, Suite 700, Denver, Colorado 80202 ("Lessee").

- Lease. For the term and upon the provisions set forth in that Oil and Gas Lease between Lessor and Lessee (the "Agreement"), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain real property (the "Property") located in the Counties of Barton, Rush and Russell. State of Kansas, as more particularly described in Exhibit <u>A</u> attached hereto, together with all rights of ingress and egress and all other rights appurtement to the Property, as more particularly described in the Agreement. Ϊ.
- Notice. This Memorandum is prepared for the purpose of giving notice of the Agreement and in no way modifies the express provisions of the Agreement. Lessor, hereby acknowledges and hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, 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 thereon to produce, save, take care of treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other manufacture, process, store and therefrom the following described lands, together with any reversionary rights and after-acquired interest. d
- years from this date (called "brimary term") and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions stated in the lease agreement. Two (2) Term. Subject to the provisions herein contained, this lease shall remain in force for a term of from this date (called "primary term") and as long thereafter as oil, liquid hydrocarbons, ga ė
- Successors and Assigns. Lessor and Lessee intend that the covenants, conditions, and restrictions contained in the Agreement shall be both personal to Lessor and Lessee and binding on their successors and assigns. Each successive owner of the Property or of any portion thereof, and each person or entity having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions and restrictions for the benefit of the Property. 4
- **Counterparts.** This lease may be signed in any number or numbers of counterparts and shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessors above named who may not have joined in the execution hereof. The word "Lessor" as used in this lease shall mean the party or parties who execute this lease as Lessor, although not named above. Ś

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LESSEE:

HIGH PLAINENERGY PARTNERS, LLC

By: <

Craig Ambler, Chief Operating Officer

KINS EO P LESSOR:

State of Kansas, Russell County, ss This instrument filed for record September 3, 2010 123;45 P M. Recorded in Book 214 Page 24-26

BOOK

D-1

\$16.00

Register of Deeds

OTAR 1515 Wynkoop St., Ste. 700, Denver, CO 80202 Samuel Gary Jr. & Associates, Inc. 3 When recorded, return to È --- vя Register of Deeds. the records of this office. 50 Septembre . эдаЧ – in Book o-clock ------ W., and duly recorded — 1в anerka — јо кер Public 100 This instrument was filed for record on the _____ day of The foregoing instrument was acknowledge Muc Grone Sign Expires 2600 2013 day of Notary County Conner Hopkins 30 ATATS acknowledged before me this 264h 0100 40 RAKO NOTAR PUBLIC County Ы Term No. of Acres Dennis STA .qwT Rection 420 11010 918(I 3 2 2 0 20 5 0 MOUC Amble 0 was Denver STATE OF LOCONDO ОT XUU instrument My commission expires My commission expires Nort A Craig FROM COUNTY OF The foregoing COUNTY OF STATE OF STATE OF **JEAND GAS LEASE** by ' ď. '0N

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BOOK

EXHIBIT A TO MEMORANDUM OF LEASE LEGAL DESCRIPTION OF PROPERTY

*

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF LEASE dated August 3, 2010, by and between Dennis J. Hopkins as Landowner, and High Plains Energy, LLC as Lessee.

All that real property located in Barton, Rush, Russell Counties, Kansas, described as follows:

1 being 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 6, Township 16 South, Range 15 West, Barton County, Kansas.

That certain tract or parcel of land estimated to contain <u>240.00</u> acres, more or less, and being described as the Southwest Quarter (SW/4) and the West Half of the Northwest Quarter (W/2 of the NW/4) of Section 14, Township 16 South, Range 16 West, Rush County, Kansas.

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 16 South, Range 16 West, Rush County, Kansas.

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 (SW/4) of Section 31, Township 15 South, Range 15 West, Russell County, Kansas.

7 That certain tract or parcel of land estimated to contain <u>160.00</u> acres, more or less, and being described as the West Half of the Southwest Quarter (W/2 of the SW/4) and the Southeast Quarter of the Southwest Quarter (SE/4 of the SW/4) and the Southwest Quarter of the Southeast Quarter (SW/4 of the SE/4) of South, Range 15 West, Russell County, Kansas.

Total aggregate of all tracts herein described 880.00 acres, more or less.

BOOK 214 PAGE 0026

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FORM 88 - (PRODUCER'S SPECIAL) (PAID-U Second Contry, NS 63U (Rev. 1993) Receipt 2: 19700
Pages Recorded: 3 10tal Fees: \$16.00 OIL AND GAS LEASE Date Recorded: 2/15/2011 2.39:59 PM
AGREEMENT, Made and entered into the <u>13th</u> day of <u>October</u> 2010
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LESSORS NAMES AND ADDRESSES,
bereinafter called Lessor (whether com. Suite 700 Deriver CO 20000
tri lephor
Barton State of Kat
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPERTY DESCRIPTION. In Section 5 Township 16 South Range 15 West and containing 160.00 acres, more or less, and all accretions thereto.
the provisions herein contained, this lease shall remain in force for a term of $\overline{Three}(3)$ years from this date (called "primary term") and as long thereafter as occarbons, gas or other respective constituent products, or any of them, is produced from said land or land pooled therewith or this lease is otherwise maintained in e ation of the provisions the said lesse covenants and agrees:
Ist. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1.8) part of all oil produced and saved from 2nd. To pay Lessor for gas, (including casinghead gas) of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, to be less a proportionate part of the producing, severance, or other excise taxes and the cost in the gas log by Lessee in the products therefrom, to be less a proportionate part of the producing, severance, or other excise taxes and the cost interred by Lessee from such sales, such net proceeds the provesing, or otherwise making any such as more and the cost interred by Lessee from such sales, and herefrom, the less a proportions, compressing, or other wise making any such gas mechaniable) for the gas sold, used off the test proceeds received by Lessee from such sales, such net proceeds the fract proceeds received by Lessee from such sales, and herefrom, the density of the sale off the tax proceeds received by Lessee from such sales, and herefrom, the density and such as four of the gas sold, used off the tax proceeds received by Lessee from such sales, and herefrom, the density of the sale of the tax proceeds received by Lessee from such sales, and herefrom, the less and the cost interred by Lessee from such sales, and herefrom or other sales and the cost in second off the tax proceeds received by Lessee from such sales, and herefrom or other sales and the cost in second off the tax proceeds received by Lessee from such sales.
during the primary term hereof without further payment or drilling operations. If at the expiration of the primary term of this lease, oil or gas accreage pooled or unitized therewith but Lessee is then engaged in drilling, revorking operations thereon, then this lease shall continue in a syst shall be considered to be continuously prosecutes are associated on the leased premises or on acreage pooled or unitized therewith, and operations shall be considered to be continuously prosecutes are associated on the leased premises or on acreage pooled or unitized therewith, and operations shall be considered to be continuously prosecutes are associated on the lease pooled or unitized therewith and the beginning of operations for the drilling of a subsecute are are associated on a secretage pooled or unitized therewith the production should case from any cause after the primary term, this lease shall not or reversity and preserves from any cause after the primary term, this lease shall not or detected as a result of such operations within one hundred and twenty (120) dys from the date of cossistion of production of hour the date of completion contracted from the lease of the area of a subsections at the section any cause after the primary term, this lease shall not orduced as a result of such operations within one hundred and twenty (120) dys from the date of cossistion of production of hour the date of completion contracted from the lease of the date of the other state of the date of the
r more wells on the lease premises or lands pooled or unitized therewith are capable of producing oil or gas or other substances covered here ction therefrom is not being sold by Lessee, such well or wells shall nevertheless be demed to be producing for the purpose of matrixining days such well or wells are shut in or production therefrom is not sold by Lessee, the Lessee shall pay an aggregate shurt in royalty of One Di th payment to be made to Lessor on or before the anniversary date of this lesse the Lessee shall pay an aggregate shurt in royalty of One Di date of this lesse while the well or wells are shut in or production therefrom is not being sold by Lessee, the Lessees in the second by Lessee, provided that if this lesse is in its fuction, or if production is being sold by Lessee from another well on the fraction their from sold by Lessee, provided that if this lesse is in the anniversary date of this lesse that cessation of such or production occurs, as the case may be. Lessee's failure to subture in optime-in roy it due, but shall not operate the terminate this lesse.
the above of roportion w ree of cost, i all burv less
emises without writte said land.
If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be binding on the lessee until after the lessee has been furnished with portions arising subsequent to the date of assignment.
and deliver to lessor or be relieved of all obligat
All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or restrictions in part, nor lessee held inplat in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, including operations on the drilling and production of wells, and regulation of the price or transportations of only age or other substance covered hereby. When drilling, reworking, production of only methy these, regulations of only age or other substance covered hereby. When drilling, reworking, production or other operations under this lease are prevented or delayed by such laws, rules, regulations or other sublicity fuely access or easements, or by an act of God, strike, lockout, or other industrial disturbance, act of the public ency, war, blockade, public rot, lightening, fire, storm, flod or take or transport or other act of nature, explosion, governmental ection, strattant to meeting to obtain a satisfactory market for production, or by an act of God, strike, lockout, or other industrial disturbance, act of the public ency, war, blockade, public rot, lightening, fire, storm, flod or take or transport such production, or by an act of God, strike, lockout, or other industrial disturbance, act of the public ency, war, blockade, public rot, lightening, fire, storm, flod or take or transport such prevention or obtain a satisfactory market for production, or burned of actives prevented above or otherwise, which is not reasen. Whether of the kind specifically enumerated above or otherwise, which is not reasonably within control of Lessee, this lease shall not broution, or delay, and, at Lessee's option, the period of such prevention or delay above, or otherwise, which is not reasonably within control of Lessee, this lease shall not provision or induction or other optic robal.
ees to defend the title t ove described lands, in nd assigns, hereby sur poses for which this lea
given the right and power to pool, unitize or combine the acreage covered by this lease or any portion thereof with other la ee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promo at may be produced from said intermises, such pooling or unitization to be of tracts contiguous to one another and to be into a or into a unit or units not exceeding 640 acres each in the event of a gas well. Lesses plat excoute in writing and record in syment of royalities to royality and descriping the pooled or unitized acreage. The entire acreage so pooled or unitize ayment of royalities to rowall or well or well or well of the royality strated an instrument identifying and descriping the pooled or unitized ayment of royalities to production from the pooled unit, as if it were included in this lease. If production is found on the poor on this lease, whether the well or well or wells to reall of the royality stipulated here included by this lease or not. In lieu of the royality stipulated for unitized only such portion of the royality stipulated herein as the amount of his acreage placed in the unit or his royally inter to unitized in the particular unit involved.
v 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 essors above named who may not have joined in the execution hereof. The word "Lessor" as used in this lease shall mean the party or partie at named above. The number of the execution hereof. The word "Lessor" as used in this lease shall mean the party or parties right to explore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and whethe
The information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lor and Lessee herein agree that a portion of such activity shall be the exclusive property of Lessee, and Lor the whest, pasture or field, road use, compaction etc.) If any extraordinary damages should occur, at Lessor' dingly, or Lessee may elect to repair the damages in lieu of compensation. The ADDF ADDF ADAPP ADAPP ADAPP and Lor RETO AND MADF ADAPP THEPOPP ECOP ADAPPT TATA
ned execute this instrument as of the day and year first abov ovember 25, 2009
By: Onter H. Wanner H. Wanner B. OF O. Oneer H. Whowever Cross LARRY R. WAGNER, as trustee BC 5334 By: Contract
DALE D. WAGNER
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EXHIBIT "A"

and between, WAGNER FAMILY TRUST, dated November 25, 2009, ET AL, as Lessor, and Attached to and made a part of that Certain Oil and Gas Lease dated October 13th, 2010, by HIGH PLAINS ENERGY PARTNERS, LLC., as Lessee.

NAMES AND ADDRESSES OF LESSORS:

WAGNER FAMILY TRUST, dated November 25, 2009, herein represented by Larry R. Wagner and Ribée Dale D. Wagner, as trustees, whose address is P.O. Box 331, Otis, Kansas 67565, 1177 Le 702, 20127

, whose address is 1314 DUTME & KADE DALE D. WAGNER, husband of Marta D. Wagner LARRY R. WAGNER, husband of Charlotte M. Wagner

, whose address is 11486 SAN JOAQUIN RIDO

PROPERTY DESCRIPTION:

TOWNSHIP 16 SOUTH - RANGE 15 WEST **SECTION 5:**

That certain tract or parcel of land estimated to contain <u>160.00</u> acres, more or less, and being described as the North Half of the North Half(N/2 N/2) of Section 5, Township 16 South, Range 15 West, Barton County, Kansas.

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

ADDITIONAL TERMS AND PROVISIONS:

- The provisions of this **EXHIBIT** "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict. -
- 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. d
- Lessee agrees herein to bury all pipelines to a depth below ordinary plow depth, and in no case shall any such pipeline constructed herein be buried less than thirty-six (36) inches. ė
- 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. Lessee is hereby granted the option to extend the primary term of this lease for an additional 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. 4

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63U (Rev. 1993)

OIL AND GAS LEASE

4100 Marshall Road, Rosh Hill, South Crutilin, 29730 Januarda culot land (cholar or operation) 1000 Land Valuable Considerations. 1000 Land Valuable Cons	AGREEMENT, Made and entered into the by and between	DENNIS I HOPKINS	
4120 Marshall Road, Rock Hill, South Caroling 2070 Jone Jake 1120 March NIS Bargers Jone Jake Description 2000 Description 2000 1120 March NIS Bargers Jone Jake Description 2000 Description 2000 1120 March Michael No. Jone Jake Description 2000 Description 2000 120 March Market No. Jone Jake Description 2000 Description 2000 2000 March Market No. Jone Jake Market No. Description 2000 Description 2000 2000 March Market No. Jone Jake Market No. Description 2000 Description 2000 2000 March Market No. Jone A Market No. Description 2000 Description 2000 2000 March Market No. Jone A Market No. Description 2000 Description 2000 2000 March Market No. Jone A Market No. Description 2000 Description 2000 2000 March Market No. Jone A Description 2000 Description 2000 Description 2000 2000 March Market No. Jone A Description 2000 Description 2000 Description 2000 2000 March Market No. Description 2000 March Market No. Description 2000 Description		VIEW IOTT 'E CENTRE	
The the constant of the	whose mailiry address is and	20 Marshall Road, Rock Hill, South Carolina 29730 hereinafter called Lessor (whether IGH PLAINS ENERGY PARTNERS, LLC 570 Broadway, Suite 3300, Denver, CO 80202 hereinafter	
BRIOD Site of KID Container List South List South <thlist south<="" th=""> <th list<="" td=""><td>rein p leans, losurf ore a s, the</td><td>and Other Valuable Considerations Dollars (<u>\$ 10.00</u>) in hand paid, receipt of which is hereby tand of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating etting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting port said oil, liquid hydrocarbons, gases and their respective constituent products, indecting ad described land, together with any reversionary rights and after-acourtied interest.</td></th></thlist>	<td>rein p leans, losurf ore a s, the</td> <td>and Other Valuable Considerations Dollars (<u>\$ 10.00</u>) in hand paid, receipt of which is hereby tand of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating etting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting port said oil, liquid hydrocarbons, gases and their respective constituent products, indecting ad described land, together with any reversionary rights and after-acourtied interest.</td>	rein p leans, losurf ore a s, the	and Other Valuable Considerations Dollars (<u>\$ 10.00</u>) in hand paid, receipt of which is hereby tand of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating etting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting port said oil, liquid hydrocarbons, gases and their respective constituent products, indecting ad described land, together with any reversionary rights and after-acourtied interest.
 By the provide interfactor and interfactor in the prior in theprior in the prior in the prior in the prior in the prior in	"A"	arton State of Kansas described as follows to-with ACHED HERETO AND MADE A PART HEREOF FOR PROPERTY DESCRIPTION, 16 South Range 15 West and containing 160.00 acres more or less and all	
 All and the first first of the first first state of the first state of the first first state of the first state of	the provisions herein contain incertions, gas or other respec o the provisions hereof. ration of the premises the said liver to the credit of Lessor, f	this lease shall remain in force for a term of $TWO(2)$ years from this date (called "primary term") and as long to constituent products, or any of them, is produced from said land or land pooled therewith or this lease is otherwise main see covenants and agrees: of cost, in the pipe line to which Lessee may connect wells on said land, the equal 15.625% near of all oil movies and	
The thread of the first of t	reased premuses. 2nd. To pay Lessor for gas. (including cas 15.025% at the marker price at the well, (but, as proportionate part of the production, severance, or processing, compressing, or otherwise making an monthly.	ghead gas) of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of a size sold by Lessee, in no event more than 15,625% of the net proceeds received by Lessee from such sales, such n ther excise taxes and the cost incurred by Lessee of the premises, or the removal of introgen, helium or othe such gas merchantable) for the gas sold, used off the premises, or in the manufacture of products therefrom, sale	
 The optimization of the spectra of the	This lease may be maintained during the i produced on the leased premises or on acreage po are operations are being continuously prosecuted or than one hundred and twenty (L30) days shall ef discovery of oil or gas on the leased premises or Lessee commences additional drilling or reworkin fool or gas shall be discovered and produced as acreage pooled or unitized therwith.	rimary term hereof without further payment or drilling operations. If at the expiration of the primary term of this lease, oil or gas is not bein loled or mutized therewith but Lessee is then engaged in drilling, reworking partitions thereon, then this lease shall continue in force so long it the leased premises or on acreage pooled or untificad therewith and operations shared to be continuously prosecuted if not more puse between the completion or abandomment of one well and the beginning of operations for the drilling of a subsequent well. If afte on acreage pooled or untificad therewith, the production should cease from any cause after the primary term, this lease shall be acreage pooled or untificad therewith, the production should cease from any cause after the primary term, this lease shall not terminate i g operations within one hundred and lwenty (120) days from the date of cossition of production of from the date of completion of a dry hole a result of such operations, this lease shall continue in full force and effect so long as oil or gas is production of the visites of the prises of the prises of the prises of the leased premises or on the scale of the method.	
Gr and by print and severe and many offer and severe descripted lead (much search is made individual descent in the works area of many offer lead (severe, up and any offer lead). The many provide offer and (severe and) and (severe and many offer lead). The many provide offer and (severe and) and (severe and and (severe and)	If after the primary term one or more well well or wells are either shut in or production there for a period of minety (90) consecutive days such ty ger acre then covered by this lease, such payment thereafter on or before each anniversary date of thi of the west being maintained by operations, or if due until the end of the next following antiversary shall render Lessee liable for the amount due, but	s on the lease premises or lands pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby, but suc from is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining the lease. I of the other are shuft in or production therefrom is not sold by Lessee, the Lessee shall pay an aggregate shuft in royalty of One Dollar (\$1.00 to be made to Lessor on or before the anniversary date of this lease next ensuing after the expiration of the said minety (90) day period an sease while the well or wells are shuft in or production therefrom is not being sold by Lessee, provided that if this lease is in spratary for production is being sold by Lessee from another well on the leased premises or lands pooled or unitized that if this lease is in spratary for production is being sold by Lessee from another well on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be date of this lease that cessation of such operations or production occurs, as the case may be. Lessee's failure to properly pay shut-in royalty fail hall no operate to terminate this lease.	
 We will shall be drafter transmission to growing crops on and jorning. We will shall be drafter transmission to growing crops on and jorning crops on and jorning. Lase and joy for dramage ensured to the privipe of the model on and promises of promote or and promote or any promote o	If said lessor owns a less interest in the at for shall be paid the said lessor only in the proport Lessee shall have the right to use, free of When requested by lessor lessee shall hum	ove described land than the entire and undivided fee simple estate therein, then the royaltics (including any shut-in royaltics) herein provide on which lessor's interest bears to the whole and undivided fee. tost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.	
Loses onlin uve the right at more the monore all machinery and futures placed on said premises, including the right to draw and remove casing and the refer of the reference of	No well shall be drilled nearer than 200 fr Lessee shall pay for damages caused by k	y researce s puper nuces because proven uppun. et to the house or barn now on said premises without written consent of lessor. ssee's operations to growing crops on said land.	
The area one of any four exercise and lower bisereds are followed by the starts and how by arrender the version of the showed described permistes and there is here a stall by a start of State Jave, Exerciting Poders, Raise of regulations, and this hase stall by a start of State Jave, Exerciting Poders, Raise of the showed described permistes and the subset of the lowed described permistes and the state of the lowed described permistence of the lowed described permission and the lowed described permissing descripting the lowed described permission and the	Lessee shall have the right at any time to If the estate of either party hereto is ass administrators, successors or assigns, but no chang a written transfer or assignment or a true copy th portions arising subsequent to the date of assignment	emove all machinery and fixtures placed on said premises, including the right to draw and remove casing. Egned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executor, e in the ownership of the land or assignment of rentals or royalities shall be binding on the lessee until after the lessee has been furnished wit reof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion o nt.	
The two insides of the analysis of the production of white a set of the production of the production of white a set of the production of white a set of the production of the producting of the phole of the production of the pr	Lessee may at any time execute and deliv lease as to such portion or portions and be relieved All eveness or immind account of starts	st to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender thi of all obligations as to the acreage surrendered.	
Lessor here, writes and agrees of depend the tile to the lards herein described, and agrees that the lessee stall have the right at any time to redeen for lessor, by governant and the premises described heren, in so far as said right of dower and tomestead may in my vay affect the parposes from the right and power to pool, unitize or extended relet. The offer as short part of the relet of relevance of the right of dower and the relevance of the right of the relevance and series of the right of dower and the relevance of the right of the relevance and series and the right and power to pool, unitize or extended relevance of the right of the right and power to pool, unitize or constraint or constraint of the relevance of the right of the relevance of the right of the relevance of the right of the relevance and the right and power to pool, unitize or extended of the relevance of the right of the relevance and relevance of the right of the relevance and right of the relevance and right of the right and power to pool, unitize or exceeding the relevance of the right of the right and power to pool, unitize or relevance of the right of the right and power to pool, or right or constraint or constraint or constraint or relevance of the right of the right and power to pool, unitized events of the second right of the right and the right and power to pool, unitized events of the right and power to pool, unitized events of the right and power to pool, unitized events of the right and power to pool of or unitized events of the right and power to pool of or unitized events of the right and the right and power to pool of or unitized events and hard more the right and the right and power to pool of or unitized events and right of the right and the right and power to pool of or unitized events and right and the	All express or implied coverants of this line part, nor lessee held liable in damages, for fail, restrictions on the drilling and production of well restrictions on the drilling and production of well expertisions to obligations under this lease are prevelectively, fuel, access or easements, or by an act other act of nature, explosion, governmental action ther act of nature, explosion, governmental action therminate because of such prevention or delay, an provision or implied covenants of this lease when	ase shall be eubject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or as to compy therewith, if complance is prevented by or if such failure is the result of any such Law. Order, Rule or Regulation, includin , and regulation of the price or transportation of oil, gas or other substance covered hereby. When drilling, reworking, production or othe ented or delayed by the price or transportation of oil, gas or other substance covered hereby. When drilling, reworking, production or othe ented or delayed by tuch laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, vale of God, strike, lockout, or othe indistrubance, est of the public energy, war, holckade, public roch juriesting, fragmenta, free, storm, flood c governmental delay, restringtical, whether of the kind specifically enumerated above or othera as a whether of the brind springer, storm, above or otherwise, which is not reasonably within control of Lesses, this lease stall at d_{a} at Lesse's option, the period of such prevention or explored on the control is production or a distrubance or burket above or otherwise, which is not reasonably within control of Lesses, this lease stall at d_{a} at Lesse's option, the period of such prevention or delay shall be added to the term hereof. Lesses shall not be liable for breach or failer stated or delayed.	
Lesse, it is option, is hereby given the right and power to pool, unlize or combine the acreage covered by this lesse or any portion thereof with other land, lesse or lasses in the and laster avoid beforms. The several of a part of the restor of an intervent of a nistrument is nate indused memics on a promote the conservation of our several of a part of the restor of an intervent of a nistrument is nate indused memics on a promote the conservation of the constrained memics on a promote the restored an instrument identifying and describing the premises one and the mines one and the	Lessor hereby warrants and agrees to de: mortgages, strase or other lenso on the above descr themselves and their heirs, successors and assign homestead may in any way affect the purposes for	end the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment an used lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, fr s, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower an which this lease is made, as recirch herein.	
This lease may be signed in any mumber 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 execute this lease as Lessor, although nor named shove. Lesses shall have the excelusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and whether no of securing geological and geophysical or other methods, whether similar to those herein specified or not and whether no of securing geological and geophysical or other methods, magnetometer, or other geophysical or geological instruments, tests or proceedures, for the pupor of securing geological and geophysical or down and the considered by the pupor of securing geological instruments, tests or proceedures, for the pupor of securing geological and geophysical or geological instruments, tests or proceedures, for the pupor of securing geological and geophysical or geological instruments, tests or proceedures, for the pupor second and prevent information obtained by reases as a result or such activity shall be the exclusive property of Lessor and Lessor	Lessee, at its option, is hereby given the immediate vicinity thereof, when in lessee's judgn gas or other minerals in and under and hat may be 40 acres each in the event of an oil well, or into a the county in which the land herein leased is situa the county in which the land herein leased is situa the treated, for all purposes except the payment of shall be treated as if production is had from this le shall receive on production from a unit so pooled basis bears to the total acreage so pooled or unitize.	right and power to pool, unitize or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the test if is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of opproduced from said premises, such pooling or unitization to be of tracts contiguous to one another and to be into a unit or units not exceeding for or mits not exceeding 640 acres each of a gas well. Lesses shall excent is niviting and record in the conveyance records of a mist unit to runits not exceeding 640 acres each in the event of a gas well. Lesses shall excent in a writing and record in the conveyance records of a mistument identifying and describing the pooled or unitization the safe. The entire acreage so pooled or unitized into a tract or unit sha acreage, so pooled or unitized or mit shall excent a site, whether the well or wells are describing the pooled or unitized acreage. The entire acreage so pooled or unitized into a tract or unit sha areading the pooled or unitized acreage. The entire acreage so pooled or unitized into a tract or unit sha and on the probled or unitized into a tract or unit sha and the probled or unitized into a tract or unit sha and on the pooled or unitized into a tract or unit sha and on the pooled or unitized acreage. The entire acreage so pooled or unitized into a tract or unit sha and on the pooled or unitized acreage. The entire acreage so pooled or unitized into a tract or unit sha areage or pooled or unitized acreage. The entire acreage so pooled or unitized into a tract or unit sha areage and the travally signated or the portion is found on the portion of the royally signated or the premises covered by this lease or not. In lieu of the novally interest therein acreage only such portion of the royally signated herein as the amount of his acreage placed in the unit or his royalty interest therein on an arrang a dir the particular unit involved.	
Income the exclusive right to explore the lead herein described by geological, geophysical or other methods, whether similar to those herein specified or not and whether not consideration to the individual gue drifted instruments, tests or proceedures, for the purpose set such information. All information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee may disseminate associated with stammach theory the state property of the consideration paid herein is for advance payment of used. The whether may evaluate the associated with stammach theorem theory of Lessee, and Lessee may election of the consideration paid herein is for advance payment of used. The state associated with stammach the stammach of the state as a result of sole activity the the exclusive property of Lessee, and Lessee may election the consideration paid herein is for advance payment of usual and customary damage store that a proton of the compensation of the comparation generation generatin generation genera	This lease may be signed in any number signing, notwithstanding some of the Lessors ab execute this lease as Lessor, although not named a	x 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 thos ve named who may not have joined in the execution hereof. The word "Lessor" as used in this lease shall mean the party or parties wh bove.	
ersigned execute this instrument as of the day and year first above written.	Lessee shall have the exclusive right to ex known or not, including the drilling of holes, use to of securing geological and geophysical informatic sell such information without Lessor's consent. associated with seismograph operations (ie: the tri tremant (if Lessor has a tenant) will be compensated SEE EXHIBIT "A" ATTACHEL	plore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and whether nor f forsion balance, seismograph explosions, magnetometer, or other geophysical or geological instruments, tests or procedures, for the pupos n. All information obtained by Lessees as result of such activity shall be the exclusive property of Lessee, and Lessee may disseminate of Lessor and Lessee herein agree that a portion of the consideration paid herein is for advance payment of usual and customary damage octs in the wheat, pasture or field, road use, compaction etc.) If any extinedinary damages should occur, at Lessor's discretion, Lessor or if accordingly, or Lessee may elect to repair the damages in lieu of compensation.	
Confirmed of the formation of the format	IN WITNESS WHEREOF, the undersigned execu Witnesses:		
		BERNIS J. HOPKING	

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OIL AND GAS LEASE

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np	00 acres, more or less, and ai rry term") and as long thereafter as o lease is otherwise maintained in effe lease is otherwise maintained in effe of all oil produced and saved from t manufacture of any products therefro ich asles, such net proceeds to be less i, helium or other impurities in the gis i, therefrom, said payments to be man
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·	term of this lease, oil or gas is not bein iis lease shall continue in force so lon be continuously prosecuted if not mo drilling of a subsequent well. If aft y term, this lease shall not terminate m the date of completion of a dry hol oduced from the leased premises or
e or more wells on the lease premises or lands pooled or unitized therewith are capable of poluction therefrom is not being sold by Lessee, such well or wells shall neverthaless be deve days such payment to be made to Lesson on or before that anniversary date of this lease exact ranging that of this lease exact ranging the of this lease exact ranging anniversary date of this lease exact evant and the other the anniversary date of this lease evat capable of any date of this lease that is evaluations, or if production is being sold by Lessee from another well on therefrom is not being anniversary date of this lease that evaluations, or if production is being sold by Lessee from another well on the leased premises our data in or production occurs, as our data will not operate to terminate this lease.	roducing oil or gas or other substances covered hereby, but such med to be producing for the purpose of manifaining the lease. If sees shall pay an aggregate stur-in rayalty of One Dollar (\$1.00) usuing after the expuration of the said minety (90) day period and g sold by Lessee: provided that if this lease is in its primary term or lands pooled or untitzed therewith, no shur-in royalty stall be the case may be. Lessee's failure to properly pay shur-in royalty is
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 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 lesses's pipe lines below plow depth.	g any shut-in royalties) herein provid is of lessor.
No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises. including the right to draw and semons notion	
If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the coverands hereto faull extend to their heirs, executors a administrators, successors or assignment or change in the ownership of the land or assignment of rentiates shall be blinding on the lessee until after the lessee has been furnished with portions arising unsequent to the date of assignment.	us. shall extend to their heirs, executor after the lessee has been furmished wi with respect to the assigned portion.
Lusses may any tune execute and deriver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this less as to surrender the soft of portion or portions of the above described premises and thereby surrender the soft of soft of the subject of all obligations as to the acreage surrendered. The store as the implied coverands of this lesse shall be subject to all Pederal and State Laws, Executive Orders, Rules or Regulations, and this lesse shall not be terminated, in whole or in part, not lessere held inhole of damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any rouch Law. Order, Rules or obligations, under this lesse are prevented or delayed by used have the or Regulation or obligations of the protection of the price or transportation of oil, gas or obligations covered hereby. When drilling, reworking, production or other electricity, fuel, access, or estatents, or ay an act of God, strike, lookout, or other industrances are of the multic result.	Ded premises and thereby surrender the ses shall not be terminated, in whole ", Order, Rule or Regulation, includi- frilling, reworking, production or off, sequipment, services, material, wath
take or transport such production, or by any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within terminate because of such production, or by any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay, shall be added to the term hereof. Lesse provision or implied covenants of this lease when drilling, production, or other operations are so prevented or delayed. Lessen because thereby warrants and grees to defend the title to the rands herein described, and agrees that the lessee shall have the right at any time motorbases, arres or other liens on the above decend the title to the rands herein described, and agrees that the lessee shall have the right at any time	to the source and the source and the source and the source of the source of the second source of the second source of a shall not be liable for breach of a to breach of a to breach of a source of the second source of th
the meters and their heaves or other, usuant on above eacembed lands, in the event of default of payment by fessor, and be subrogated to the infinit of the hold are thereof, and the undersigned lessors, homeweys, and their heaves and assigns, hereby surrender and release all right of dower and homestead may in any vary affect the purposes for which this lease is made, as recited herein. It is of a as said right of dower at these exceeded mather the provident and the undersigned lessors, homestead may in any vary affect the purposes for which this lease is made, as recited herein. It is of a as said right of dower at Lesses, at its option, is hereby given the right of dower to be accessed to the premises described herein, in so far as said right of dower at Lesses, at its option, is hereby given the right and power to pool, unitize or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in immediate vicinity thereof, thereof, such other tand, lease or leases in ggs or other minerals in and under and three produced from said premises, such monime or universition to fravio and opticed the produced from said premises, such monime or minivertion to he of the and opticed the produced from said premises, such monime or minivertion to frave and opticed parts from the produced from said premises.	Determinent and the undersigned lessors, 1, in so far as said right of dower a suit router land, lesse or leases in t with other land, lease or leases in t of as to promote the conservation of c of as to promote the conservation of c
do acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units the county in the event of an oil well, or into a unit or units the county in the county in which the land herein leased is situaturent identifying and describing the pooled or unitsed acreage. It exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyate the county in which the land herein leased is situaturent identifying and describing the pooled or unitsed acreage. The entire acreage so pooled or unitzed into a trace shall be treated in the lasse. If production is hund on the pooled on the premises covered by this lesser. If production is hund on the pooled on the premises covered by this lesser. If production is had from this lesse, whether the well or wells be located nuits as if it were included in this lasse. If production is hund on the pooled on the premises covered by this lesses or not. In lieu of the pooled on the premises covered by this lesses or not. In lieu of the royalties elsewhere herein substants the terin splate the pooled on the premises covered by this lesser or not. In lieu of the royalties elsewhere herein splate the total acreage placed in the unit or this royalty interest therein splates the terin splate the total acreage of the provided or units acreage placed in the unit or this royalty interest therein splates the term is the total acreage placed in the unit or this royalty interest therein splates the term is the total acreage placed in the unit or the royalty interest therein splates therein splates therein in the lass.	to be into a unit or units not exceeding nd record in the conveyance records of led or unit shall on the pooled or unit shall aftes elsewhere herein specified, lesson s royally interest therein on an acreage s royally interest therein on an acreage
signing, now withstanding your second manufactor 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 execute this lease as Lessor, although not named above. During not have joined in the execution hereof. The word "Lessor" as used in this lease shall mean the party or parties who Execute this lease as Lessor, although not named above. The described by geological, geophysical or other methods, whether similar to those herein specified or not and whether now Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and whether now	r interest and shall be binding on thos se shall mean the party or parties wh erein specified or not and whether nov
or securing geological and geologystical information. All information obtained by Lesses as a result of such activity shall be the exclusive property of Lesse associated with seismograph operations (ie: the racks in the wheat, pasture or field, road use, compaction of the consideration paid heren is for advance payment tenant (if Lessor has a tenant) will be compensated accordingly, or Lesse may elect to repair the damages in lieu of compensation. SEE EXHIBIT "A" ATTACHED HERETO AND MADF. A PART HERETOF FOR ADDRATTONIAL TEDAACO	e, and Lessee may c of usual and custor t Lessor's discretion
dersigned execute this instrument as of the day and year first above written.	ANUISINU FRUVISIONS.
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