

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

SGA?

# Kansas Corporation Commission Oil & Gas Conservation Division

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

# **NOTICE OF INTENT TO DRILL**

Expected Spud Date:	Spot Description:
month day year	
OPERATOR: License#	(0/0/0/0) 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):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet MS
Oil Enh Rec Infield Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary	Public water supply well within one mile:
Disposal Wildcat Cable	Depth to bottom of fresh water:
Seismic ; # of Holes Other Other:	Depth to bottom of usable water:
	Surface Pipe by Alternate: I III
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
9.1g.1.a. 99.1p.a.9.1 24.0.	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore? Yes No	Well Farm Pond Other:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	( <b>Note:</b> Apply for Permit with DWR )
(CC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
ΛEE	IDAVIT
ا المحالة The undersigned hereby affirms that the drilling, completion and eventual pluç	
t is agreed that the following minimum requirements will be met:	gging of this well will comply with N.O.A. 55 ct. 364.
Notify the appropriate district office <i>prior</i> to spudding of well;	drilling rig:
<ol> <li>Notify the appropriate district office <i>prior</i> to spudding of well;</li> <li>A copy of the approved notice of intent to drill <i>shall be</i> posted on each</li> </ol>	<b>5 5</b> .
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

Spud 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:	

Side Two



For KCC Use ONLY	
API # 15	

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

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

Operator:							_ Lo	cation	n of W	/ell: Cour	nty:
Lease:							_				feet from N / S Line of Section
Well Numbe	er:						_				feet from E / W Line of Section
Field:							Se	ec		Twp	S. R B W
Number of A							– Is	Section	on:	Regu	ular or Irregular
QIR/QIR/G	ZIK/QIK	or acreag	e		- <del>-</del>					<b>Irregular</b> er used:	r, locate well from nearest corner boundary.  NE NW SE SW
					d electrica	al lines, as		y the	Kans	as Surfa	Show the predicted locations of ce Owner Notice Act (House Bill 2032).
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			•	•				•			—— Pipeline Location
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L					l				<b>├</b>	1	

#### 2550 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.

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

- 3. The distance to the nearest lease or unit boundary line (in footage).
- 4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
- 5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION 072326

Form CDP-1 May 2010 Form must be Typed

# **APPLICATION FOR SURFACE PIT**

Submit in Duplicate

Operator Name:		License Number:					
Operator Address:							
Contact Person:			Phone Number:				
Lease Name & Well No.:			Pit Location (QQQQ):				
Type of Pit:  Emergency Pit  Burn Pit  Settling Pit  Drilling Pit  Workover Pit  Haul-Off Pit  (If WP Supply API No. or Year Drilled)  Is the pit located in a Sensitive Ground Water A	Pit is: Proposed  If Existing, date con Pit capacity:  urea?  Yes	Existing nstructed: (bbls)	SecTwp R East WestFeet from North / South Line of Section Feet from East / West Line of Section County mg/l				
Is the bottom below ground level?	Artificial Liner?	No	(For Emergency Pits and Settling Pits only)  How is the pit lined if a plastic liner is not used?				
Pit dimensions (all but working pits):	Length (fee						
If the pit is lined give a brief description of the li material, thickness and installation procedure.	ner		dures for periodic maintenance and determining acluding any special monitoring.				
Distance to nearest water well within one-mile of	of pit:	Depth to shallowest fresh water feet. Source of information:					
feet Depth of water well	feet	measured	well owner electric log KDWR				
Emergency, Settling and Burn Pits ONLY:  Producing Formation:  Number of producing wells on lease:  Barrels of fluid produced daily:  Does the slope from the tank battery allow all s flow into the pit?  Yes No  Submitted Electronically		Type of materia  Number of work  Abandonment p  Drill pits must b	over and Haul-Off Pits ONLY:  all utilized in drilling/workover:  king pits to be utilized:  procedure:  de closed within 365 days of spud date.				
	KCC	OFFICE USE O	NLY  Liner Steel Pit RFAC RFAS				
Date Received: Permit Num	ber:	Permi	t Date: Lease Inspection: Yes No				



# Kansas Corporation Commission Oil & Gas Conservation Division

1072326

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

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

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

Select the corresponding form being filed: C-1 (Intent) CB-1 (CB-1)	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
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:	
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and a batteries, pipelines, and electrical lines. The locations shown on the plat in the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
☐ I certify that, pursuant to the Kansas Surface Owner Notice A owner(s) of the land upon which the subject well is or will be to CP-1 that I am filing in connection with this form; 2) if the form to form; and 3) my operator name, address, phone number, fax, at ☐ I have not provided this information to the surface owner(s). I at KCC will be required to send this information to the surface owner(s).	cknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this
task, I acknowledge that I am being charged a \$30.00 handling  If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-	fee with this form. If the fee is not received with this form, the KSONA-1
Submitted Electronically	

63U (Rev. 1993)

# **OIL AND GAS LEASE**

AGREEMENT, Made and entered in	to the 28 <sup>th</sup>	day of	May		2010
by and between	I	Ernest K. Engel and	Betty Jo Engel.		
		Trustees of the Ernes	t K. Engel and B	etty Jo Engel	
		Revocable Trust, dat	ed February 25, 1	993	
whose mailing address is		982 250 <sup>th</sup> , Hays, KS	67601	hereinafter c	alled Lessor (whether one or more
and		High Plains Energy	Partners, LLC		
		1515 Wynkoop, Sui	ite 700, Denver, (	CO 80202	hereinafter called Lessec
Lessor, in consideration of acknowledged and of the royalties herein pro exploring by geophysical and other means, progas, water, other fluids, and air into subsurfaceare of treat, manufacture, process, store and and otherwise caring for its employees, the fo	vided and of the agree cospecting drilling, mir e strata, laying pipe lin transport said oil, liqu	ments of the lessee herein co ning and operating for and pr nes, storing oil, building tanks aid hydrocarbons, gases and	ontained, hereby grants, le roducing oil, liquid hydres, power stations, telepho their respective constitu	eases and lets exclusively unto less ocarbons, all gases, and their respe one lines, and other structures and t ent products and other products me	see for the purpose of investigating ctive constituent products, injecting things thereon to produce, save taken
herein situated in County of					
				OF FOR PROPERTY D	
n Section Township accretions thereto.	15 Sou	th Range	17 West	and containing 160.00	acres, more or less, and all
Subject to the provisions herein con- liquid hydrocarbons, gas or other res pursuant to the provisions hereof.	tained, this lease shall spective constituent pro	remain in force for a term o oducts, or any of them, is pr	f <u>Two (2)</u> yea oduced from said land o	rs from this date (called "primary or land pooled therewith or this lea	term") and as long thereafter as o se is otherwise maintained in effe
In consideration of the premises the s		·			
1st. To deliver to the credit of Lesso the leased premises.	r, free of cost, in the p	ipe line to which Lessee may	connect wells on said l	and, the equal one-eighth (1/8) par	t of all oil produced and saved fro
2nd. To pay Lessor for gas, (includin one-eighth (1/8), at the market price at the we to be less a proportionate part of the production the gas, processing, compressing, or otherwise made monthly.					
This lease may be maintained during produced on the leased premises or on acrear as operations are being continuously prosecut than one hundred and twenty (120) days shi discovery of oil or gas on the leased premise Lessee commences additional drilling or rew If oil or gas shall be discovered and produce acreage pooled or unitized therewith.	the primary term here ge pooled or unitized the ed on the leased premi all elapse between the ss or on acreage pooled orking operations with d as a result of such o	of without further payment of nerewith but Lessee is then e ses or on acreage pooled or a completion or abandonment of or unitized therewith, the pin one hundred and twenty (I perations, this lease shall contact the property of the perations of the property of the perations of	r drilling operations. If a ngaged in drilling, rewo unitized therewith; and o t t of one well and the b troduction should cease (20) days from the date ntinue in full force and of	at the expiration of the primary tern rking operations thereon, then this perations shall be considered to be eginning of operations for the dri from any cause after the primary to of cessation of production or from the effect so long as oil or gas is production.	n of this lease, oil or gas is not bein lease shall continue in force so lor continuously prosecuted if not mo lling of a subsequent well. If aft erm, this lease shall not terminate the date of completion of a dry hol aced from the leased premises or of
If after the primary term one or more well or wells are either shut in or production for a period of ninety (90) consecutive days s per acre then covered by this lease, such pay thereafter on or before each anniversary date or otherwise being maintained by operations, due until the end of the next following annive shall render Lessee liable for the amount due,	wells on the lease pre therefrom is not being uch well or wells are s ment to be made to Le of this lease while the or if production is bein ersary date of this lease but shall not operate to	mises or lands pooled or unit sold by Lessee, such well or hut in or production therefro essor on or before the annive well or wells are shut in or ping sold by Lessee from anothe that cessation of such opera o terminate this lease.	tized therewith are capal wells shall nevertheless m is not sold by Lessee, orsary date of this lease r roduction therefrom is n er well on the leased pr titions or production occu	ole of producing oil or gas or other be deemed to be producing for the the Lessee shall pay an aggregate s ext ensuing after the expiration of to being sold by Lessee; provided the emises or lands pooled or unitized to rs, as the case may be. Lessee's fe	substances covered hereby, but sur purpose of maintaining the lease. thut-in royalty of One Dollar (\$1.00 the said ninety (90) day period an hat if this lease is in its primary te therewith, no shut-in royalty shall l illure to properly pay shut-in royal
If said lessor owns a less interest in t for shall be paid the said lessor only in the pro	he above described lar	nd than the entire and undivides interest bears to the whole a	ded fee simple estate the	rein, then the royalties (including a	ny shut-in royalties) herein provid
Lessee shall have the right to use, fre	e of cost, gas, oil and	water produced on said land i	for lessee's operation the	reon, except water from the wells o	of lessor
When requested by lessor, lessee sha	ll bury lessee's pipe lin	nes below plow depth.			Track and
No well shall be drilled nearer than 2				f lessor.	m Direct &
Lessee shall pay for damages caused Lessee shall have the right at any tim				no right to denue and manage acci-	Anthonical de
If the estate of either party hereto i administrators, successors or assigns, but no a written transfer or assignment or a true coportions arising subsequent to the date of assi	s assigned, and the pr change in the ownershi	ivilege of assigning in whole p of the land or assignment of see assigns this lease, in who	le or in part is expressly of rentals or royalties sha ble or in part, lessee sha	/ allowed, the covenants hereof shall be binding on the lessee until after a be relieved of all obligations with	nall extend to their heirs, executor or the lessee has been furnished wi th respect to the assigned portion
Lessee may at any time execute and lease as to such portion or portions and be rel	deliver to lessor or pla	ce of record a release or release	ases covering any portion	or portions of the above described	premises and thereby surrender the
All express or implied covenants of in part, nor lessee held liable in damages, for restrictions on the drilling and production of operations or obligations under this lease are electricity, fuel, access or easements, or by a other act of nature, explosion, governmental take or transport such production, or by any other transport such production, or by any of the provision or implied covenants of this lease we	this lease shall be subjectification to comply their wells, and regulation prevented or delayed in act of God, strike, leaction, governmental dother cause, whether of the court of the cou	ect to all Federal and State L rewith, if compliance is prev of the price or transportation by such laws, rules, regulati ockout, or other industrial di elay, restraint or inaction, or the kind specifically enume	aws, Executive Orders, lented by, or if such faile of oil, gas or other sub ons or orders, or by inal isturbance, act of the pul by inability to obtain a serated above or otherwise.	Rules or Regulations, and this lease re is the result of, any such Law, of stance covered hereby. When dril pility to obtain necessary permits, of lic enemy, war, blockade, public atisfactory market for production, e, which is not reasonably within of added to the term hereof. Lessee	shall not be terminated, in whole order, Rule or Regulation, including, reworking, production or otheouthern, services, material, wateriot, lightening, fire, storm, flood or failure of purchasers or carriers control of Lessee, this lease shall not hall not be liable for breach of an
Lessor hereby warrants and agrees to mortgages, taxes or other liens on the above themselves and their heirs, successors and a homestead may in any way affect the purpose	to defend the title to the	ne lands herein described, an event of default of payment			
Lessee, at its option, is hereby giver immediate vicinity thereof, when in lessee's j gas or other minerals in and under and that m 40 acres each in the event of an oil well, or in the county in which the land herein leased is be treated, for all purposes except the payme shall be treated as if production is had from it shall receive on production from a unit so pobasis bears to the total acreage so pooled or u	in the right and power udgment it is necessar by be produced from sitto a unit or units not estituated an instrument of royalties on produis lease, whether the voled only such portion nitized in the particular	to pool, unitize or combine by or advisable to do so in order and premises, such pooling or exceeding 640 acres each in the identifying and describing fluction from the pooled unit, well or wells be located on the of the royalty stipulated her runit involved.	the acreage covered by der to properly develop a runitization to be of trache event of a gas well. I he pooled or unitized acas if it were included in a premises covered by the rein as the amount of his	this lease or any portion thereof wand operate said lease premises so a to contiguous to one another and to essee shall execute in writing and reage. The entire acreages so poolee this lease. If production is found is lease or not. In lieu of the royalti acreage placed in the unit or his ro	ith other land, lease or leases in the stop promote the conservation of obe into a unit or units not exceeding record in the conveyance records or unitized into a tract or unit she on the pooled or unitized acreage, less elsewhere herein specified, less oyalty interest therein on an acrea.
This lease may be signed in any nun signing, notwithstanding some of the Lessor execute this lease as Lessor, although not nan	nber or numbers of cous s above named who med above.	unterparts and shall be effect hay not have joined in the en	ive as to each Lessor on xecution hereof. The we	execution hereof as to his or her in ord "Lessor" as used in this lease	nterest and shall be binding on thos shall mean the party or parties wh
Lessee shall have the exclusive right known or not, including the drilling of holes, of securing geological and geophysical inforsell such information without Lessor's consassociated with seismograph operations (ie: trenant (if Lessor has a tenant) will be compen	mation. All information cent. Lessor and Lessor tracks in the wheat, sated accordingly, or I	on obtained by Lessee as a re ee herein agree that a portic pasture or field, road use, co essee may elect to repair the	esult of such activity sha on of the consideration ompaction etc.) If any est damages in lieu of com	ophysical of geological instruments the exclusive property of Les paid herein is for advance payment straordinary damages should occur pensation.	, tests or procedures, for the purpo- issee, and Lessee may disseminate int of usual and customary damag , at Lessor's discretion, Lessor or i
SEE EXHIBIT "A" ATTACH	BED HERETO A	AND MADE A PAR	T HEREOF FOR	R ADDITIONAL TERM	S AND PROVISIONS.
IN WITNESS WHEREOF, the undersigned e	xecute this instrument	Ernest	K. Engel and Betty Jo E	ngel, Revocable Living Trust dated	February 25, 1993,
د بده دور	_	Ernest	Beth	peel, Revocable Living Trust dated	February 25, 1993,

BOOK 754 PAGE 296

		serinya noissimmos vM
	ion, on behalf of the corporation.	
° 5010°	to yeb	The foregoing instrument was acknowledged before me this
		COUNTY OF
	REGISTRATION OF THE PROPERTY O	STATE OF
Samuel Gary, Jr. & Associates, Inc. 1515 Wynkoop, Suite 700, Denver, CO 80202	County Classes  This instrument was filed for record on the Land of Catalles.  This instrument was filed for record on the Land of Land of the recorded of this office.  The records of this office.  The records of this office.  The recorded return to the land of	OIL AND GAS LEASE  FROM  TO  Date Twp Rge.  No. of Acres Term County
	Notary Public	
		My commission expires
° 7010°	то увр	The foregoing instrument was acknowledged before me this
		COUNTY OF
<i>ر</i> ٠,	Mod & wordward Dildug VistoM	STATE OF KANSAS MY APP. EXP. STATE OF KANSAS AND STATE OF KANSAS A
<u> </u>	Degran & Coli	My commission expires
, 2010,	day of Angel, Turkee	The foregoing instrument was acknowledged before me this by
		COUNTY OF CILL'S
		STATE OF Fansas

Notary Public

## **EXHIBIT "A"**

Attached to and made a part of that Certain Oil and Gas Lease dated May 28, 2010, by and between, ERNEST K. ENGEL AND BETTY JO ENGEL, TRUSTEES OF THE ERNEST K. ENGEL AND BETTY JO ENGEL REVOCABLE LIVING TRUST, DATED FEBRUARY 25, 1993, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

# **PROPERTY DESCRIPTION:**

## **TOWNSHIP 15 SOUTH – RANGE 17 WEST**

# **SECTION 06:**

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 06, Township 15 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 one (1) 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 \$10.00 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of three (3) years.

63U (Rev. 1993)

AGREEMENT, Made and entered into the

by and between

whose mailing address is

# OIL AND GAS LEASE

May

2010

n Direct OK

Sumarical ZOM.

hereinafter called Lessor (whether one or more),

day of \_

Ralph N. Engel, a single man

2101 Main Street, Hays KS 67601

and		High Plains Energ	y Partners, LLC	,		
and		1515 Wynkoop, Si	uite 700, Denve	r, CO 80202	herein	nafter called Lessee:
acknowledged and of the royals exploring by geophysical and c gas, water, other fluids, and air care of treat, manufacture, pro-	ties herein provided and of the other means, prospecting drilling into subsurface strata, laying process, store and transport said of	her Valuable Considera e agreements of the lessee herein ng, mining and operating for and pipe lines, storing oil, building ta oil, liquid hydrocarbons, gases ared land, together with any reversi	contained, hereby gra producing oil, liquid nks, power stations, te nd their respective cor	ints, leases and lets exclusi hydrocarbons, all gases, a lephone lines, and other st astituent products and other	vely unto lessee for the purp nd their respective constituen	ose of investigating, at products, injecting
herein situated in County of	Ellis	State of	K	ansas	described	as follows to-wit:
SEE EXHII	BIT "A" ATTACHEI	HERETO AND MAI	DE A PART HE	REOF FOR PROP		
In Section06 accretions thereto.	Township15	South Range	17 West	and containing	160.00 acres, more or	r less, and all
Subject to the provision liquid hydrocarbons, go pursuant to the provision	as or other respective constitu	e shall remain in force for a term uent products, or any of them, is	of <u>Two (2)</u> produced from said la	_years from this date (cal and or land pooled therew	led "primary term") and as le ith or this lease is otherwise	ong thereafter as oil, maintained in effect
In consideration of the	premises the said lessee cover	nants and agrees:				
the leased premises.		n the pipe line to which Lessee n				
made monday.		as) of whatsoever nature or kind not sold by Lessee, in no event mo rother excise taxes and the cost is such gas merchantable) for the g				
		m hereof without further paymen tized therewith but Lessee is ther I premises or on acreage pooled or een the completion or abandom pooled or unitized therewith, the swithin one hundred and twenty such operations, this lease shall				
If after the primary ter well or wells are either shut in for a period of ninety (90) cons per acre then covered by this I thereafter on or before each am or otherwise being maintained due until the end of the next fo shall render Lessee liable for the	m one or more wells on the le or production therefrom is not secutive days such well or well ease, such payment to be mad niversary date of this lease wh by operations, or if production llowing anniversary date of the amount due, but shall not op	ase premises or lands pooled or it being sold by Lessee, such well is are shut in or production thereif to Lessor on or before the annile the well or wells are shut in or is being sold by Lessee from an its lease that cessation of such opperate to terminate this lease.	unitized therewith are or wells shall neverthe from is not sold by Les iversary date of this le r production therefrom other well on the lease erations or production	capable of producing oil or eless be deemed to be prod ssee, the Lessee shall pay a ease next ensuing after the is not being sold by Less d premises or lands poole occurs, as the case may be	gas or other substances cove ucing for the purpose of mai m aggregate shut-in royalty c provided that if this lease d or unitized therewith, no sh e. Lessee's failure to properly	ered hereby, but such ntaining the lease. If of One Dollar (\$1.00) (90) day period and is in its primary term ut-in royalty shall be y pay shut-in royalty
If said lessor owns a le	ess interest in the above descri	bed land than the entire and undi lessor's interest bears to the whol	uidad faa simpla actat	e therein, then the royaltie	s (including any shut-in royal	ties) herein provided
		il and water produced on said lan		n thereon, except water fro	om the wells of lessor.	Prince Police
	ssor lessee shall bury lessee's		_	• •		Greet OK

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, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with portions arising subsequent to the date of assignment.

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

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas or other substance covered hereby. When drilling, reworking, production or other operations or obligations under this lease are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, to the content of the public enemy, war, blockade, public riot, lightening, fire, storm, flood or other act of nature, explosion, governmental action, governmental delay, restraint or inaction, or by inability to obtain a satisfactory market for production, or failure of purchasers or carriers to take or transport such production, or by any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within control of Lessee, this lease shall not provision or implied covenants of this lease when drilling, production, or other operations are so prevented or delayed.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any 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 lessors, for homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool, unitize or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the county in which the land herein leased is situated an instrument identifying and describing the pooled or unitized acreage. The entire acreage so pooled or unitized into a tract or unit shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor basis bears to the total acreage so pooled or unitized in the particular unit involved.

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

Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and whether now known or not, including the drilling of holes, use of torsion balance, seismograph explosions, magnetometer, or other geophysical or geological instruments, tests or procedures, for the purpose of securing geological and geophysical information. All information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee may disseminate or sell such information without Lessor's consent. Lessor and Lessee herein agree that a portion of the consideration paid herein is for advance payment of usual and customary damages associated with seismograph operations (ie: tire tracks in the wheat, pasture or field, road use, compaction etc.) If any extraordinary damages should occur, at Lessor's discretion, Lessor or its tenant (if Lessor has a tenant) will be compensated accordingly, or Lessee may elect to repair the damages in lieu of compensation.

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

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

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

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

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 have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

RALPH N. ENGEL / M. Grys

The fo	oregoing in	nstrum Pal	ent wa	s ackno	wledge	d befo	ore me	this _ and_	28	day	of	Nor	<u> </u>			, 2010,
Иу со	ommission	ı expire	es M	ens 1	3,7	voli	1			Ber	Public	ner	5	Col		Colvin
STAT	ГЕ <b>О</b> F		5336	or version		NOTA	RY PUI QE KA		IN DIY	Houry		. Oe	z	W:W	5.	(O(V.A
COU	NTY OF _															
	foregoing i															
Му с	commissio	n expir	es							Notary	Publi	ic		<u></u>	, , , , , , , , , , , , , , , , , , , ,	
	OIL AND GAS LEASE					E	No. of Acres Term	County	LEAST DEES	STATE OF TOWNER OF	instrum	day of July 1900.	in Book 747 Page 676 of	the records of this office.		Samuel Gary, Jr. & Associates, Inc.  1515 Wynkoop, Suite 700, Denver, CO 80202
The	UNTY OF	instru	ment w	as ack												

Notary Public

# EXHIBIT "A"

Attached to and made a part of that Certain Oil and Gas Lease dated May 28, 2010, by and between, RALPH N. ENGEL, A SINGLE MAN as Lessor, and High Plains Energy Partners, LLC, as Lessee.

# **PROPERTY DESCRIPTION:**

#### **TOWNSHIP 15 SOUTH - RANGE 17 WEST**

## **SECTION 06:**

That certain tract or parcel of land estimated to contain 160.00 acres, more or less, and being described as the Northeast Quarter (NE/4) of Section 06, Township 15 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").
- 3. Lessee shall pay all damages, caused by Lessee's operations hereunder to crops, including grass, and restore as nearly as practical, said premises to the same conditions and contour as previously existed, upon termination of this lease.
- 4. Lessee is hereby granted the option to extend the primary term of this lease for an additional one (1) 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 \$10.00 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of three (3) years.

63U (Rev. 1993)

# **OIL AND GAS LEASE**

AGREEMENT, Made and entered into the	day of	May		2010
by and between	J & A ASSOCIAT	ES, LLC, a Kans	as Limited Liability Con	npany,
	Herein Represented by	Alan M. Stecklein, as	Administrative Member	
whose mailing address isand	1075 280 <sup>th</sup> Avenue High Plains Energ	e, Hays, Kansas 67	7601 hereinafter called Lessor (wh	ether one or more),
	1515 Wynkoop, S	Suite 700, Denver,	CO 80202	hereinafter called Lessee
Lessor, in consideration of Ten at acknowledged and of the royalties herein provided at exploring by geophysical and other means, prospectigas, water, other fluids, and air into subsurface strata, care of treat, manufacture, process, store and transpoand otherwise caring for its employees, the following	and of the agreements of the lessee hereing drilling, mining and operating for an laying pipe lines, storing oil, building to put said oil, liquid hydrogathous, gases a	or contained, hereby grants d producing oil, liquid hy anks, power stations, telep	s, leases and lets exclusively unto le drocarbons, all gases, and their resistance lines, and other structures and thent products and other products	essee for the purpose of investigating pective constituent products, injecting
herein situated in County of Ellis	S State of	Kan	sas	described as follows to-wit:
SEE EXHIBIT "A" ATTA	CHED HERETO AND MAI	DE A PART HER	EOF FOR PROPERTY	DESCRIPTION.
In Section 6 Townshipaccretions thereto.	15 South Range	17 West	and containing80.00 a	icres, more or less, and all
Subject to the provisions herein contained, the hydrocarbons, gas or other respective constitute to the provisions hereof.		of <u>Two (2)</u> years ed from said land or land	from this date (called "primary term pooled therewith or this lease is of	n") and as long thereafter as oil, liqui therwise maintained in effect pursua
In consideration of the premises the said less lst. To deliver to the credit of Lessor, free o the leased premises.	_	may connect wells on said	I land, the equal one-eighth (1/8) p	art of all oil produced and saved from
2nd. To pay Lessor for gas, (including casing one-eighth (1/8), at the market price at the well, (but, to be less a proportionate part of the production, sever the gas, processing, compressing, or otherwise making.	ghead gas) of whatsoever nature or kind as to gas sold by Lessee, in no event ma rance, or other excise taxes and the cost ng any such gas merchantable) for the	produced and sold, or use ore than one-eighth (1/8) of incurred by Lessee in deli- gas sold, used off the pre-	d off the premises, or used in the m of the net proceeds received by Les ivering, treating for the removal of mises, or in the manufacture of pro-	nanufacture of any products therefron see from such sales, such net proceed nitrogen, helium or other impurities; ducts therefrom said payments to k
This lease may be maintained during the prin produced on the leased premises or on acreage poole as operations are being continuously prosecuted on than one hundred and twenty (120) days shall elaps discovery of oil or gas on the leased premises or on Lessee commences additional drilling or reworking of foil or gas shall be discovered and produced as a rearrage pooled or unitized therewith.	nary term hereof without further paymer d or unitized therewith but Lessee is the see leased premises or on acreage pooled se between the completion or abandom acreage pooled or unitized therewith, if perations within one hundred and twent esult of such operations, this lease shall	nt or drilling operations. In mengaged in drilling, rewor unitized therewith; and nent of one well and the production should cease y (120) days from the dat continue in full force and	f at the expiration of the primary te vorking operations thereon, then thi operations shall be considered to be beginning of operations for the de e from any cause after the primary e of cessation of production or fron d effect so long as oil or gas is pro	rm of this lease, oil or gas is not being is lease shall continue in force so long the continuously prosecuted if not morrilling of a subsequent well. If after term, this lease shall not terminate in the date of completion of a dry hold duced from the leased premises or of the control of th
If after the primary term one or more wells of well or wells are either shut in or production therefror for a period of ninety (90) consecutive days such well per acre then covered by this lease, such payment to thereafter on or before each anniversary date of this lead of the or otherwise being maintained by operations, or if produc until the end of the next following anniversary dishall render Lessee liable for the amount due, but sha	on the lease premises or lands pooled or m is not being sold by Lessee, such well or wells are shut in or production there be made to Lessor on or before the amease while the well or wells are shut in coduction is being sold by Lessee from a date of this lease that cessation of such of all not operate to terminate this lease.	unitized therewith are cap or wells shall nevertheles from is not sold by Lesse iiversary date of this leas or production therefrom is nother well on the leased perations or production oc	able of producing oil or gas or othess be deemed to be producing for the, the Lessee shall pay an aggregate enext ensuing after the expiration not being sold by Lessee; provided premises or lands pooled or unitized curs, as the case may be. Lessee's	er substances covered hereby, but sue purpose of maintaining the lease. shut-in royalty of One Dollar (\$1.0 of the said ninety (90) day period at that if this lease is in its primary ter it therewith, no shut-in royalty shall I failure to properly pay shut-in royal
If said lessor owns a less interest in the above for shall be paid the said lessor only in the proportion	re described land than the entire and und which lessor's interest bears to the who	livided fee simple estate the le and undivided fee.	nerein, then the royalties (including	any shut-in royalties) herein provide
Lessee shall have the right to use, free of cos	st, gas, oil and water produced on said la	nd for lessee's operation t	hereon, except water from the wells	s of lessor.
When requested by lessor, lessee shall bury l No well shall be drilled nearer than 200 feet		es without written consens	, of l	G G
Lessee shall pay for damages caused by lesse			of lessor.	David Land
Lessee shall have the right at any time to rem	nove all machinery and fixtures placed o	n said premises, including	the right to draw and remove casir	ıg.
If the estate of either party hereto is assign administrators, successors or assigns, but no change i a written transfer or assignment or a true copy there portions arising subsequent to the date of assignment				
Lessee may at any time execute and deliver to lease as to such portion or portions and be relieved of				
All express or implied covenants of this leas in part, nor lessee held liable in damages, for failure restrictions on the drilling and production of wells, a operations or obligations under this lease are preven electricity, fuel, access or easements, or by an act of other act of nature, explosion, governmental action, g take or transport such production, or by any other cat terminate because of such prevention or delay, and, provision or implied covenants of this lease when dri	e shall be subject to all Federal and Stat to comply therewith, if compliance is p and regulation of the price or transporta ted or delayed by such laws, rules, regu f God, strike, lockout, or other industria governmental delay, restraint or inaction use, whether of the kind specifically en at Lessee's option, the period of such p	e Laws, Executive Orders revented by, or if such fa tion of oil, gas or other si lations or orders, or by ir all disturbance, act of the si or orders, or by inability to obtain umerated above or otherwevention or delay shall to the simple of the simple o	Rules or Regulations, and this leathure is the result of, any such Law ubstance covered hereby. When diability to obtain necessary permits bublic enemy, war, blockade, public a satisfactory market for production vise, which is not reasonably within be added to the term hereof. Lesse	se shall not be terminated, in whole of Order, Rule or Regulation, includir illing, reworking, production or oth, sequipment, services, material, wate c not, lightening, fire, storm, flood of, or failure of purchasers or carriers to control of Lessee, this lease shall not be sh
Lessor hereby warrants and agrees to defen mortgages, taxes or other liens on the above describe themselves and their heirs, successors and assigns, homestead may in any way affect the purposes for whether the management of the second secon	d the title to the lands herein described d lands, in the event of default of payme hereby surrender and release all right	, and agrees that the lesse ent by lessor, and be subr	ee shall have the right at any time ogated to the rights of the holder th in the premises described herein,	to redeem for lessor, by payment ar ereof, and the undersigned lessors, f in so far as said right of dower a
Lessee, at its option, is hereby given the rig immediate vicinity thereof, when in lessee's judgmer gas or other minerals in and under and that may be pr 40 acres each in the event of an oil well, or into a un the county in which the land herein leased is situated be treated, for all purposes except the payment of ro shall be treated as if production is had from this lease shall receive on production from a unit so pooled on basis bears to the total acreage so pooled or unitized i	that and power to pool, unitize or combinative in the second of the seco	ne the acreage covered b order to properly develop g or unitization to be of tr in the event of a gas well ing the pooled or unitized unit, as if it were included in the premises covered by herein as the amount of the	y this lease or any portion thereof o and operate said lease premises so acts contiguous to one another and Lessee shall execute in writing ar acreage. The entire acreage so pool in this lease. If production is foun this lease or not. In lieu of the roya is acreage placed in the unit or his	with other land, lease or leases in the ast to promote the conservation of o to be into a unit or units not exceeding record in the conveyance records led or unitized into a tract or unit shed on the pooled or unitized acreage, alties elsewhere herein specified, less royalty interest therein on an acrea
This lease may be signed in any number or signing, notwithstanding some of the Lessors above execute this lease as Lessor, although not named above	numbers of counterparts and shall be eff named who may not have joined in the ve.	fective as to each Lessor of execution hereof. The	on execution hereof as to his or her word "Lessor" as used in this leas	interest and shall be binding on tho e shall mean the party or parties wh
Lessee shall have the exclusive right to explek nown or not, including the drilling of holes, use of to f securing geological and geophysical information sell such information without Lessor's consent. Le associated with seismograph operations (ie: tire track tenant (if Lessor has a tenant) will be compensated ac	ore the land herein described by geologic orsion balance, seismograph explosions. All information obtained by Lessee as sessor and Lessee herein agree that a pe is in the wheat, pasture or field, road use coordingly, or Lessee may elect to repair	cal, geophysical or other r , magnetometer, or other r a result of such activity sortion of the consideratio e, compaction etc.) If any the damages in lieu of co	nethods, whether similar to those he geophysical or geological instrumer shall be the exclusive property of L n paid herein is for advance payn extraordinary damages should occ mpensation.	erein specified or not and whether no its, tests or procedures, for the purpo essee, and Lessee may disseminate tent of usual and customary damag ur, at Lessor's discretion, Lessor or
SEE EXHIBIT A ATTACHED I	HERETO AND MADE A PA	ART HEREOF FO	OR ADDITIONAL TERM	MS AND PROVISIONS.
IN WITNESS WHEREOF, the undersigned execute to	this instrument as of the day and year fir	st above written.		
Witnesses:	_	Clan WI	Stuble	e e e e e e e e e e e e e e e e e e e

JO YTING.  10 (48)  1	ation, on behalf of the corporation.	
Section To Date AND GAS LEASE  Date Section Twp Recorded to this office:  Samuel Gary, Jr. & Associates, Inc.  Samuel Gary, Jr. & Associates, Inc.  1515 Wynkoop, Suite 700, Denver, CO 80202  Jo Aep Single Judge Section Sec	0102 ,	The foregoing instrument was acknowledged before me this
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BENJAMIN S. COLVIN STATE OF KANSAS	Colo Ci alian i (man)	SASUAN SA
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foregoing instrument was acknowledged before me this Ath day of Miss At 2010, Alon M. Steeklein, Administrative and Member of 3 & A Associate L.C.		,
		2/11 40 YTVU

Notary Public

#### **EXHIBIT "A"**

Attached to and made a part of that Certain Oil and Gas Lease dated May 27, 2010 by and between, J & A ASSOCIATES, LLC, A KANSAS LIMITED LIABILITY COMPANY, HEREIN REPRESENTED BY ALAN M. STECKLEIN, AS ADMINISTRATIVE MEMBER, as Lessor, and High Plains Energy Partners, LLC, as Lessec.

#### PROPERTY DESCRIPTION:

#### **TOWNSHIP 15 SOUTH - RANGE 17 WEST**

#### **SECTION 6:**

That certain tract or parcel of land estimated to contain <u>80.00</u> acres, more or less, and being described as the North Half of the Southeast Quarter (N/2 of the SE/4) of Section 6 Township 15 South, Range 17 West, Ellis County, Kansas.

#### **Additional Provisions**

- 1. In the event a producing well is completed on the land represented by this Lease, it is agreed that additional development wells will be commenced on the land represented by this Lease within two year intervals from the expiration of the primary term or Lessee shall release all except 40 acres around each producing well it has completed.
- 2. Lessee agrees to plug any well drilled by Lessee on land represented by this Lease within six (6) months (weather permitting) from the date such well is no longer capable of producing unless written agreement is acquired from Lessor to extend the period in which a well must be back in operation or plugged. The Lessor may have the option of filing an affidavit stating the drilled hole is necessary for salt water disposal purposes or water flood purposes, to sustain other producing wells on land represented by this Lease, or on other lands, with payments to the Lessor, as mutually agreed. At such time as a well is plugged, Lessee shall remove all unnecessary production equipment, and if such well is the only well remaining, shall remove all unnecessary production equipment.
- 3. Lessee agrees to keep well sites clean and free of all debris and to restore the surface of abandoned sites as they are abandoned, to their original condition and shall pay for any damages caused by their operations.
- 4. Prior to conducting a seismic survey on the leased premises, Lessee shall obtain Lessor's agreement as to the location of Lessee's equipment, which approval shall not be unreasonable withheld. Upon completion of seismic survey, extraordinary damages not covered subject to this lease will be settled between Lessor and Lessee.
- 5. The location of tank batteries and ingress and egress roadways on land represented by this Lease shall be by mutual agreement between Lessor and Lessee. Lessee shall bury its pipelines not less than 36 inches below the surface. Any power lines installed for the production of oil or gas shall be buried not less than 36 inches below the surface.
- 6. Upon completion of all drilling operations, all pits shall not be filled until they are sufficiently dry. All trash, debris and contaminated materials shall be removed from the pits before being filled. Lessor shall be notified prior to the filling of pits so he/she and/or Farm Tenant can inspect the area of compliance with this requirement. All topsoil shall be piled separately and returned to the surface when pits are filled.
- Any Spillage of salt water or petroleum products shall be cleaned up to comply with all applicable Federal, State and Local Regulations. Where the clean up requires removal of topsoil, the removed contaminated soil shall be replaced with equal quality topsoil that is compatible with the Lessor's land use.
- 8. The Leased premises have a Farm Tenant. Any damage settlement for crop loss shall include appropriate payments to Lessor's Tenant for damages caused by Lessee's operations.
- 9. If the premises is subject to pasturing livestock, Lessee or Assigns agree to properly fence all pits, ponds, pumps, tank batteries, etc. to adequately protect livestock from their drilling and production operations. Install steel gates and/or steel cattle guards at ingress and egress locations. Gates are to be locked at all times when livestock is on the premises.
- 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 \$20.00 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 (4) years.
- 11. The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.

A Associates, LLC

By: Alan Stecklein, Adm. Member

tecklein

Samuel Gary Jr & Associates, Inc 1515 Wynkoop Street, Suite 700 OPERATOR:

Denver, Colorado 80202 office: 303-831-4673; fax: 303-863-7285 WELL NAME: J.A.E. Et Al 1-6

LOCATION: 2550' FSL / 330' FEL Sec. 6-15S-17W ELLIS COUNTY

SURFACE OWNER: J&A Associates

By: Alan Stecklein, Member

1075 280th Ave. Hays, KS 67601

