

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

Signature of Operator or Agent:

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

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1072868

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	Sec Twp S. R
DPERATOR: License#	(0/0/0/0) feet from N / S Line of Section
Name:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
State:	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MS
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OWWO: old well information as follows:	Surface Pipe by Alternate: I II
	Length of Surface Pipe Planned to be set:  Length of Conductor Pipe (if any):
Operator:	Projected Total Depth:
Well Name: Original Total Depth:	Formation at Total Depth:
Original Completion Date Original Total Deptil	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	( <b>Note:</b> Apply for Permit with DWR)
CC DKT #·	
NOO DINT #	Will Cores be taken? YesN
OO DINI #	Will Cores be taken?N  If Yes, proposed zone:
AFF	If Yes, proposed zone:
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SEWARD CO. 3390' FEL

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:					L	ocation of We	II: County:			
Lease:							fe	eet from N	/ S Line	e of Section
Well Number	er:						fe	eet from E	/ W Line	e of Section
Field:					s	ec	_ Twp	S. R	E [	W
					— Is	Section:	Regular or	Irregular		
QTR/QTR/C	QTR/QTR of ac	eage:								
							regular, locate w used: NE			ndary.
	<b>.</b>				PLAT		, 0, ,			
				-			ary line. Show the			
	lease roads, tai	nk batteries,			•	-	s Surface Owner I	Notice Act (Hou	ise Bill 2032).	
			,	rou may attac	cri a separat	e plat if desire	<i>€</i> a.			
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1320 ft.		_ _			:	:		` <b>!</b> `		
	:	Y	:	:	:	:		.	•	

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

#### 950 ft.

#### In plotting the proposed location of the well, you must show:

- 1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
- 2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
- 3. The distance to the nearest lease or unit boundary line (in footage).
- 4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
- 5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

072868

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	SecTwpR East West			
Settling Pit Drilling Pit	If Existing, date co	nstructed:	Feet from North / South Line of Section			
Workover Pit Haul-Off Pit	Pit capacity:		Feet from East / West Line of Section			
(If WP Supply API No. or Year Drilled)	п и сарасну.	(bbls)	County			
Is the pit located in a Sensitive Ground Water A	rea? Yes	No	Chloride concentration: mg/l			
To the processing in a content of country training			(For Emergency Pits and Settling Pits only)			
Is the bottom below ground level?  Yes No	Artificial Liner?  Yes  N	No	How is the pit lined if a plastic liner is not used?			
			NAC data (force)			
Pit dimensions (all but working pits):	Length (feet)	,	Width (feet) N/A: Steel Pits No Pit			
If the pit is lined give a brief description of the li			dures for periodic maintenance and determining			
material, thickness and installation procedure.			cluding any special monitoring.			
Distance to nearest water well within one-mile of pit:		Depth to shallo Source of inforr	west fresh water feet. nation:			
feet Depth of water well	feet	measured	well owner electric log KDWR			
Emergency, Settling and Burn Pits ONLY:		Drilling, Workover 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						
Submitted Electronically						
	KCC	OFFICE USE O	NLY			
	11.00	513 <b>2 332 0</b> 1	Liner Steel Pit RFAC RFAS			
Date Received: Permit Num	ber:	Permi	t Date: Lease Inspection: Yes No			



#### Kansas Corporation Commission Oil & Gas Conservation Division

1072868

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

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

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

63U (Rev. 1993)

# **OIL AND GAS LEASE**

AGREEMENT, Made and entered into the	15 <sup>TH</sup>	_day ofSEF	TEMBER	2010
by and between	DONALI	D J. PFANNENSTI		PFANNENSTIEL,
4.	husband a			
whose mailing address is	1940 May	sion Dood House W	(7(01	
whose mailing address is	High Plai	ns Energy Partners	LLC	hereinafter called Lessor (whether one or mo
	1515 Wy	nkoop, Suite 700, I	Denver, CO 80202	,hereinafter called
Lessor, in consideration of Ten and	l Other Valuable	Considerations	Pollers (\$	10.00 \in bond mid
acknowledged and of the royalties herein provided and exploring by geophysical and other means, prospecting gas, water, other fluids, and air into subsurface strata, la care of treat, manufacture, process, store and transport and otherwise caring for its employees, the following do	of the agreements of the drilling, mining and open trying pipe lines, storing of said oil liquid bydrocar	lessee herein contained, he rating for and producing oi il, building tanks, power sta	reby grants, leases and le I, liquid hydrocarbons, al tions, telephone lines, an	ts exclusively unto lessee for the purpose of invest l gases, and their respective constituent products, in d other structures and things thereon to produce, sa
herein situated in County of Ellis				described as follows to
				PROPERTY DESCRIPTION.
in Section 24 Township	14 South	Range 18 W	est and contain	sing 53.00 acres, more or less, and all
				date (called "primary term") and as long thereafted therewith or this lease is otherwise maintained it
In consideration of the premises the said lessee	covenants and agrees:			
				al one-eighth (1/8) part of all oil produced and sav
2nd. To pay Lessor for gas, (including casinghone-eighth (1/8), at the market price at the well, (but, as to be less a proportionate part of the production, several the gas, processing, compressing, or otherwise making made monthly.	ead gas) of whatsoever no to gas sold by Lessee, in nce, or other excise taxes any such gas merchanta	ture or kind produced and a no event more than one-ei and the cost incurred by Le ble) for the gas sold, used	sold, or used off the prem ghth (1/8) of the net processee in delivering, treatin off the premises, or in the	ises, or used in the manufacture of any products the ceds received by Lessee from such sales, such net p g for the removal of nitrogen, helium or other impu e manufacture of products therefrom, said paymen
This lease may be maintained during the prima produced on the leased premises or on acreage pooled as operations are being continuously prosecuted on the than one hundred and twenty (120) days shall elapse discovery of oil or gas on the leased premises or on ac Lessee commences additional drilling or reworking ope ff oil or gas shall be discovered and produced as a rest acreage pooled or unitized therewith.	ry term hereof without fur or unitized therewith but leased premises or on acr between the completion reage pooled or unitized trations within one hundral ult of such operations, thi	rther payment or drilling or Lessee is then engaged in c eage pooled or unitized the or abandonment of one w therewith, the production s d and twenty (120) days fr s lease shall continue in fu	perations. If at the expirat brilling, reworking operat- rewith; and operations she ell and the beginning of hould cease from any ca om the date of cessation ill force and effect so lon	ion of the primary term of this lease, oil or gas is no const thereon, then this lease shall continue in force all be considered to be continuously prosecuted if no operations for the drilling of a subsequent well. use after the primary term, this lease shall not term of production or from the date of completion of a gas oil or gas is produced from the leased premise.
If after the primary term one or more wells on well or wells are either shut in or production therefrom for a period of ninety (90) consecutive days such well oper acre then covered by this lease, such payment to be thereafter on or before each anniversary date of this leas or otherwise being maintained by operations, or if produce until the end of the next following anniversary date shall render Lessee liable for the amount due, but shall in the standard of the standard of the shall render Lessee liable for the amount due, but shall in the standard of	the lease premises or land is not being sold by Less or wells are shut in or pro- e made to Lessor on or be se while the well or wells uction is being sold by Le- of this lease that cessation not operate to terminate it	Is pooled or unitized therever, such well or wells shall uction therefrom is not solofore the anniversary date of are shut in or production the same of such operations or projections or	rith are capable of production avertheless be deemed to by Lessee, the Lessee sof this lease next ensuing erefrom is not being sold the leased premises or lar duction occurs, as the careful to the capable of the leased premises or lar duction occurs, as the careful the leased premises or lar duction occurs, as the careful the leased premises or lar duction occurs, as the careful the leased premises or large the lease of the leased premises or large the lease of the lea	ing oil or gas or other substances covered hereby, to be producing for the purpose of maintaining the hall pay an aggregate shut-in royalty of One Dollar after the expiration of the said ninety (90) day per by Lessee; provided that if this lease is in its prime disposed or unitized therewith, no shut-in royalty se may be. Lessee's failure to properly pay shut-in
If said lessor owns a less interest in the above of for shall be paid the said lessor only in the proportion w	described land than the en hich lessor's interest bear	atire and undivided fee simples to the whole and undivide	ole estate therein, then the	royalties (including any shut-in royalties) herein p
Lessee shall have the right to use, free of cost,	gas, oil and water produce	ed on said land for lessee's	operation thereon, except	water from the wells of lessor.
When requested by lessor, lessee shall bury les				MANGE was
No well shall be drilled nearer than 200 feet to Lessee shall pay for damages caused by lessee	's operations to growing of	said premises without writ	ten consent of lessor.	inexed .
Lessee shall have the right at any time to remove			L including the right to dr	
If the estate of either party hereto is assigned administrators, successors or assigns, but no change in to a written transfer or assignment or a true copy thereof, portions arising subsequent to the date of assignment.	, and the privilege of as the ownership of the land. In case lessee assigns the	signing in whole or in par or assignment of rentals or its lease, in whole or in par	t is expressly allowed, the royalties shall be binding tt, lessee shall be relieved	on the lessee until after the lessee has been furnish it of all obligations with respect to the assigned po
Lessee may at any time execute and deliver to lease as to such portion or portions and be relieved of a	lessor or place of record a	release or releases coverin	g any portion or portions	of the above described premises and thereby surren
All express or implied covenants of this lease sin part, nor lessee held liable in damages, for failure to restrictions on the drilling and production of wells, an operations or obligations under this lease are prevented electricity, fuel, access or easements, or by an act of Cother act of nature, explosion, governmental action, governmental a	shall be subject to all Fed comply therewith, if con it regulation of the price of I or delayed by such law iod, strike, lockout, or of remmental delay, restrain 2, whether of the kind sp Lessee's option, the peri	eral and State Laws, Executual pliance is prevented by, or transportation of oil, gas, rules, regulations or ordener industrial disturbance, or inaction, or by inability or inaction, or by inability entirely enumerated abowed of such prevention or de-	ive Orders, Rules or Reg if such failure is the resi or other substance cover rs, or by inability to obta act of the public enemy, to obtain a satisfactory n e or otherwise, which is r lay shall be added to the	ulations, and this lease shall not be terminated, in walt of, any such Law, Order, Rule or Regulation, in ed hereby. When drilling, reworking, production in necessary permits, equipment, services, material war, blockade, public riot, lightening, fire, storm, larket for production, or failure of purchasers or callot reasonably within control of Lessee, this lease sterm hereof. Lessee shall not be liable for breach
Lessor hereby warrants and agrees to defend to mortgages, taxes or other liens on the above described themselves and their heirs, successors and assigns, homestead may in any way affect the purposes for which	lands, in the event of defa	in described, and agrees the ult of payment by lessor, a	r delayed. at the lessee shall have the nd be subrogated to the ri homestead in the premis	ne right at any time to redeem for lessor, by paym ghts of the holder thereof, and the undersigned less es described herein, in so far as said right of do
Lessee, at its option, is hereby given the right	and power to pool, uniti	ze or combine the acreage	covered by this lease or	any portion thereof with other land land a
immediate vicinity thereof, when in lessee's judgment is gas or other minerals in and under and that may be produced of acres each in the event of an oil well, or into a unit of the county in which the land herein leased is situated as be treated, for all purposes except the payment of royal shall be treated as if production is had from this lease, we shall receive on production from a unit so pooled only passis bears to the total acreage so pooled or unitized in the production of the producti	Ities on production from whether the well or wells I such portion of the royal the particular unit involve	the pooled unit, as if it were the located on the premises of the stipulated herein as the ad.	e included in this lease. I covered by this lease or no mount of his acreage plan	intre acreage so pooled or unitized into a tract or in f production is found on the pooled or unitized acr bt. In lieu of the royalties elsewhere herein specified and in the unit or his royalty interest therein on an
signing, notwithstanding some of the Lessors above no execute this lease as Lessor, although not named above.	amed who may not have	I shall be effective as to each joined in the execution her	ch Lessor on execution he reof. The word "Lessor"	ereof as to his or her interest and shall be binding of as used in this lease shall mean the party or part
Lessee shall have the exclusive right to explore known or not, including the drilling of holes, use of tors of securing geological and geophysical information. A sell such information without Lessor's consent. Less associated with seismograph operations (ie: tire tracks it tenant (if Lessor has a tenant) will be compensated according to the compensate	the land herein described sion balance, seismograph Il information obtained b or and Lessee herein ag n the wheat, pasture or in rdingly, or Lessee may el	by geological, geophysical explosions, magnetometer y Lessee as a result of such ee that a portion of the ce eld, road use, compaction e ect to repair the damages in	or other methods, wheth , or other geophysical or a activity shall be the exc msideration paid herein itc.) If any extraordinary lieu of compensation.	er similar to those herein specified or not and whetle geological instruments, tests or procedures, for the lusive property of Lessee, and Lessee may dissem is for advance payment of usual and customary d damages should occur, at Lessor's discretion, Lesson
SEE EXHIBIT "A" ATTACHED HI IN WITNESS WHEREOF, the undersigned execute this	s instrument as of the day	and year first above written	EOF FOK ADDIT	IONAL IEKMS AND PROVISION
	•	Dona	Mg Afin	meeted
BOOK 756 PAGE	510	Mara	ENSTIEL, husband of Do	mentiel  pald J. Pfannenstiel

# BOOK 75 6 PAGE 511

	Notary Public	· · · · · · · · · · · · · · · · · · ·
9.		My commission expires
	oration, on behalf of the corporation.	
,2010,	day of	The foregoing instrument was acknowledged before me this
		COUNTY OF
	EMSTER OF	STATE OF
(5,40.)	(g(SEAL))	5
Samuel Gary, Jr. & Associates, Inc. 1515 Wynkoop, Suite 700, Denver, CO 80202	Page - Page	OIL AND GAS LEASE FROM  TO  TO  Date Twp Rre.  No. of Acres County
es, Inc. ; CO 80202	record on the 27 nnd duly recorded S10 of Register & Deeds.	Rge
	Motary Public	condya nategyinna (an
		My commission expires
,2010,	до увр	The foregoing instrument was acknowledged before me this
		COUNTY OF
		STATE OF
	Motary Public Servin 5. Calvin	My commission expires My App. Exp STATE OF KNISAS My App. Exp STATE OF KNISAS My App. Exp STATE OF KNISAS MY App. Exp
°	STL day of September largie Phannenstiel	The foregoing instrument was acknowledged before me this by
	¥	COUNTY OF EILIS
		STATE OF

## **EXHIBIT "A"**

Attached to and made a part of that Certain Oil and Gas Lease dated September 15, 2010, by and between, DONALD J. PFANNENSTIEL AND MARGIE PFANNENSTIEL, HUSBAND AND WIFE, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

#### **PROPERTY DESCRIPTION:**

#### **TOWNSHIP 14 SOUTH - RANGE 18 WEST**

#### **SECTION 24:**

That certain tract or parcel of land estimated to contain <u>53.00</u> acres, more or less, and being described as the East Fifty Three acres of the South One Hundred and Seven acres of the Southwest Quarter (E. 53 acres of the S. 107 acres of the SW/4) of Section 24, Township 14 South, Range 18 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.

# OIL AND GAS LEASE

AGREEMENT, Made and entered into the	14 <sup>th</sup>	day of		Noven	nber	20
by and between	KENNETH J.	PFANNEN	STIEL and Al	NN H. PFANNENS	TIEL, husband a	and wife
whose mailing address is	918 270 <sup>th</sup> Ave	nua Uova V	anges 67601			
rhose mailing address is	Samuel Gary,	Jr. & Assoc	ansas 67601		hereinafter call	ed Lessor (whether one or r
	1560 Broadwa	ay, Suite 210	0, Denver, Co	0 80202		, hereinafter called La
Lessor, in consideration of Ter cknowledged and of the royalties herein provided and of ecophysical and other means, prospecting drilling, minit ir into subsurface strata, laying pipe lines, storing oil, b and transport said oil, liquid hydrocarbons, gases and the escribed land, together with any reversionary rights and	and Other Valua of the agreements of the L ng and operating for and p milding tanks, power stati heir respective constituen	ble Consider  essee herein contro  oroducing oil, liquidans, telephone line	ations uned, hereby grants, d hydrocarbons, all	Dollars (\$ 10.00 leases and lets exclusively regases, and their respective constants.	in hand paid anto Lessee for the purp onstituent products, inje	, receipt of which is I ose of investigating, explor cting gas, water, other fluid
herein situated in County of			State of	Kansa		described as follows to
SEE EXHIBIT "A" ATT						
Section 24 Township						
Subject to the provisions herein contained, this hydrocarbons, gas or other respective constitutions hereof.  In consideration of the premises the said Lessee		e for a term of hem, is produced	Three (3) from said land or 1	years from this date (ca and pooled therewith or thi	lled "primary term") an s lease is otherwise ma	d as long thereafter as oil, intained in effect pursuant
1st. To deliver to the credit of Lessor, free of remises.	_	hich Lessee may	connect wells on sa	d land, the equal one-eighth	ı (1/8) part of all oil pro	oduced and saved from the
2nd. To pay Lessor for gas, (including casingh 1/8), at the market price at the well, (but, as to gas sold part of the production, severance, or other excise taxes wherevise making any such gas merchantable) for the gas	ead gas) of whatsoever no by Lessee, in no event mo and the cost incurred by I s sold, used off the premis	ature or kind produce than one-eighth Lessee in delivering	uced and sold, or use a (1/8) of the net pro- g, treating for the re-	ed off the premises, or used ceeds received by Lessee fro moval of nitrogen, heart to	in the manufacture of an om such sales, such net p or other impurities in the	ny products therefrom, one- proceeds to be less a proport gas, processing, compressi
This lease may be maintained during the prima the leased premises or on acreage pooled or unitized the continuously prosecuted on the leased premises or on a days shall elapse between the completion or abandonmer booled or unitized therewith, the production should cea numdred and twenty (120) days from the date of cessatic shall continue in full force and effect so long as oil or ga	ry term hereof without fur erewith but Lessee is the creage pooled or unitized at of one well and the beg se from any cause after it on of production or from I	rther payment or din engaged in drill- therewith; and operation of operation the primary term, the date of comple	rilling operations. It ing, reworking operations shall be con its for the drilling of his lease shall not to tion of a dry hole.	at the expiration of the prin ations thereon, then this leas sidered to be continuously p a subsequent well. If after d arminate if Lessee commence foil or gas shall be discover	nary term of this lease, on the shall continue in force rosecuted if not more the scovery of oil or gas on the sadditional drilling or the and produced as a real and produced as a real state of the sadditional drilling or the	il or gas is not being produce eso long as operations are an one hundred and twenty the leased premises or on a reworking operations with sult of such operations, this
If after the primary term one or more wells on re either shut in or production therefrom is not being so onsecutive days such well or wells are shut in or production ayment to be made to Lessor on or before the annivers. While the well or wells are shut in or production therefro old by Lessee from another well on the leased premises uch operations or production occurs, as the case may be	the lease premises or land old by Lessee, such well of ction therefrom is not sold ary date of this lease next om is not being sold by Le or lands pooled or unitize	sed premises or on is pooled or unitized or wells shall never if by Lessee, the Le ensuing after the essee; provided the ed therewith, no sh	ad therewith are capatheless be deemed the same same as the same as the same at if this lease is in it.	nitized therewith.  the of producing oil or gas to be producing for the purpor gregate shut-in royalty of Or ninety (90) day period and is primary term or otherwise the unuil the end of the next	or other substances cove ose of maintaining the le ne Dollar (\$1.00) per aci thereafter on or before of being maintained by op tt following anniversary	red hereby, but such well or ase. If for a period of ninet te then covered by this lease each anniversary date of this erations, or if production a date of this lease that cessar
If said Lessor owns a less interest in the above aid the said Lessor only in the proportion which Lessor				ssee liable for the amount do herein, then the royalties (in	e, but shall not operate a cluding any shut-in roya	to terminate this lease. Ilties) herein provided for sl
Lessee shall have the right to use, free of cost,	gas, oil and water produce	d on said land for		nereon, except water from th	e wells of Lessor.	min min
When requested by Lessor, Lessee shall bury L No well shall be drilled nearer than 200 feet to			Out written consent	of Lessor		my mil
Lessee shall pay for damages caused by Lessee	's operations to growing o	crops on said land.				n Citaes MA
Lessee shall have the right at any time to remove If the estate of either party hereto is assigned, uccessors or assigns, but no change in the ownership ssignment or a true copy thereof. In case Lessee assigns of assignment.	we all machinery and fixtue, and the privilege of assi- of the land or assignment to this lease in whole or in	res placed on said igning in whole or t of rentals or roy	premises, including in part is expressly alties shall be bindi	the right to draw and remove allowed, the covenants her ag on the Lessee until after	e casing. reof shall extend to their the Lessee has been fur	Constant V
Lessee may at any time execute and deliver to	I accor or place of record	11				
All express or implied covenants of this lease essee held liable in damages, for failure to comply the nd production of wells, and regulation of the price or trevented or delayed by such laws, rules, regulations or trike, lockout, or other industrial disturbance, act of the straint or inaction, or by inability to obtain a satisfa pecifically enumerated above or otherwise, which is no revention or delay shall be added to the term hereof. It delayed.	ansportation of oil, gas or r orders, or by inability to e public enemy, war, blo- ctory market for producti of reasonably within cont essee shall not be liable f	other substance co o obtain necessary ckade, public riot, on, or failure of p rol of Lessee, this for breach of any p	wered hereby. Whe permits, equipment lightening, fire, stor burchasers or carrier lease shall not term provision or implied	surfor, any such Law, Order in drilling, reworking, produc, services, material, water, e m, flood or other act of nat s to take or transport such inate because of such prever covenants of this lease wher	r, Rule or Regulation, in- stion or other operations lectricity, fuel, access o ure, explosion, governm production, or by any o attion or delay, and, at L a drilling, production, or	cluding restrictions on the do or obligations under this lear reasements, or by an act o cental action, governmental other cause, whether of the essee's option, the period of other operations are so pre
Lessor hereby warrants and agrees to defend the other liens on the above described lands, in the even uccessors and assigns, hereby surrender and release all which this lease is made, as recited herein.	ne title to the lands herein t of default of payment by right of dower and homes	described, and agr y Lessor, and be s stead in the premis	ees that the Lessee subrogated to the rig- es described herein,	hall have the right at any tin tts of the holder thereof, and in so far as said right of dov	ne to redeem for Lessor, d the undersigned Lesso ver and homestead may	by payment any mortgages rs, for themselves and their in any way affect the purpo
Lessee, at its option, is hereby given the right a mereof, when in Lessee's judgment it is necessary or a mader and that may be produced from said premises, suor into a unit or units not exceeding 640 acres each in the nistrument identifying and describing the pooled or units from the pooled unit, as if it were included in this lease, in the premises covered by this lease or not. In lieu of the amount of his acreage placed in the unit or his royalty Lessor agrees to give written notice to Lessee.	and power to pool, unitize dvisable to do so in order th pooling or unitization to	or combine the ac to properly devel o be of tracts cont	reage covered by the	s lease or any portion thereo lease premises so as to pro-	f with other land, lease of mote the conservation of	or leases in the immediate v f oil, gas or other minerals
r into a unit or units not exceeding 640 acres each in the istrument identifying and describing the pooled or unition the pooled unit, as if it were included in this lease.	e event of a gas well. Les zed acreage. The entire ac If production is found on	ssee shall execute it creage so pooled or the pooled or unit	n writing and record r unitized into a trac- ized acreage, it shall	in the conveyance records of or unit shall be treated, for the treated as if production is	of the county in which the all purposes except the p	es each in the event of an oing te land herein leased is situal ayment of royalties on production
n the premises covered by this lease or not. In lieu of the amount of his acreage placed in the unit or his royalty	the royalties elsewhere he y interest therein on an ac	rein specified, Les reage basis bears t	sor shall receive on the total acreage so	production from a unit so po pooled or unitized in the pa	s had from this lease, whooled only such portion articular unit involved.	of the royalty stipulated he
essor, a lease covering any or all of the substances co grees to notify Lessee in writing of said offer immediate	if, during the primary ten vered by this lease and co ely, including in the notice	m of this lease, Le overing all or a po e the name and add	ssor receives a bona ortion of said land hall lress of the offeror.	fide offer which Lessor is yerein, with the lease become the price offered and all other	willing to accept from an	ny party offering to purchas ation of this lease. Lessor
eriod of inteen days after receipt of the notice, shall have erms and conditions specified in the offer. All offers may be purchase the lease pursuant to the terms, hereto, it sha	ve the prior and preferred ade up to and including th all so notify Lessor in writ	right and option to e last day of the pr ting by mail or tele	purchase the lease imary term of this lease	or part thereof or interest the case shall be subject to the tion of said 15-day period	rein, covered by the offerms and conditions of the	at the price and according is paragraph. Should Lesse
Lessor agrees to give written notice to Lessee, essor, a lease covering any or all of the substances co grees to notify Lessee in writing of said offer immediate eriod of fifteen days after receipt of the notice, shall ha erms and conditions specified in the offer. All offers me opurchase the lease pursuant to the terms, hereto, it saese for execution on behalf of Lessor along with Lesse f title according to the terms thereof. Upon receipt the ecord for payment.	e's collection draft payab reof, Lessor shall promptl	le to Lessor in pay y execute said leas	ment of the specifie e and return the sam	d amount as consideration for e along with the endorsed de	cessee shall promptly the or the new lease, such direct to Lessee's represen	ereafter furnish to Lessor the raft being subject only to ap tative or through Lessor's b
This lease may be signed in any number or not otwithstanding some of the Lessors above named who although not named above.	umbers of counterparts as may not have joined in th	nd shall be effecti e execution hereof	ve as to each Lesso. The word "Lessor	on execution hereof as to as used in this lease shall r	his or her interest and s nean the party or parties	shall be binding on those si who execute this lease as I
Lessee shall have the exclusive right to explor tot, including the drilling of holes, use of torsion balant and geophysical information. All information obtained consent. Lessor and Lessee herein agree that a portion of wheat, pasture or field, road use, compaction etc.). If ar any elect to repair the damages in lieu of compensation.	e the land herein describe ce, seismograph explosion by Lessee as a result of so if the consideration paid h by extraordinary damages	ed by geological, g as, magnetometer, uch activity shall b terein is for advance should occur, at L	eophysical or other or other geophysical to the exclusive prop to payment of usual essor's discretion, I	methods, whether similar to or geological instruments, i erty of Lessee, and Lessee r and customary damages asso essor or its tenant (if Lessor	those herein specified of tests or procedures, for the may disseminate or sell so- ciated with seismograph thas a tenant) will be co-	or not and whether now kno he purpose of securing geo such information without Lo n operations (i.e.: tire tracks
Lessor (and Lessee) herein agree to less and o erinabove described lease premises. Lessor further agelated facilities.	except from the terms of rees that Lessee shall not	this Oil and Gas be liable nor shall	Lease any currently Lessee have the obli	existing oil and/or gas well gation to plug and abandon	l(s), bore hole(s) or othe any of said existing oil a	er related facilities located and/or gas wells(s), bore hol
SEE EXHIBIT "A" ATTACHED	HERETO AND	MADE A P	ART HEREO	F FOR ADDITION	AL TERMS AN	D PROVISIONS.
N WITNESS WHEREOF, the undersigned execute this Witnesses:	instrument as of the day a	and year first above	e written.			
	_	Vr	Kinneth	Manne	nstul	
pnny POA		KE	NNEIH J. PFAN	A / D		<i>p</i> 3
BOOK <b>689</b> PAG	E 149	AN	N H PEANNENS	TIEL	nnonste	4/_

TE OF Kansas	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkÇoNe)
UNTY OF ELLIS	November 2007
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kenneth J. Prannenstre	11 11
commission expires July 15, 2008	B D. J. May 1 N2
commission expires	Notary Public  James D. Tidwell III  ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
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Notary Public

## **EXHIBIT "A"**

Attached to and made a part of that certain Oil and Gas Lease dated November 14, 2007, by and between, KENNETH J. PFANNENSTIEL, ET UX, as Lessor, and SAMUEL GARY, JR. & ASSOCIATES, INC., as Lessee.

#### **PROPERTY DESCRIPTION:**

# TOWNSHIP 14 SOUTH - RANGE 18 WEST

#### **SECTION 24:**

That certain tract or parcel of land estimated to contain <u>54.00</u> acres, more or less, and being described as the West 54.00 acres of the South 107.00 acres of the Southwest Quarter (SW/4) of Section 24, Township 14 South, Range 18 West, Ellis County, Kansas.

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

# ADDITIONAL TERMS AND PROVISIONS:

- 1. The provisions of this **EXHIBIT** "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- 2. Lessee shall bury and maintain all pipelines below ordinary plow depth (36").
- 3. Lessee shall pay all damages, caused by Lessee's operations hereunder to crops, including grass, and restore as nearly as practical, said premises to the same conditions and contour as previously existed, upon termination of this lease.
- 4. Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee, in total, on or before the expiration date of lease by paying and delivering to Lessor at the above address, the sum of \$12.00 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.

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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

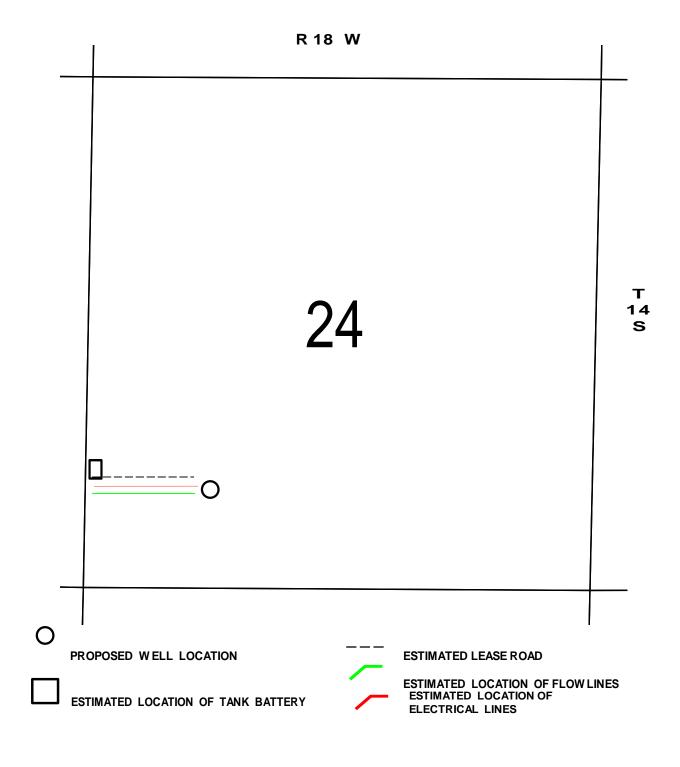
WELL NAME: Pfannenstiel et al 1-24

LOCATION: 950' FSL / 1320' FWL Sec. 24-14S-18W Ellis County

SURFACE OWNERS: Donald Pfannenstiel

1849 Munjor Rd. Hays, KS 67601

Kenneth Pfannenstiel 918 270th Ave. Hays, KS 67601



Conservation Division Finney State Office Building 130 S. Market, Rm. 2078 Wichita, KS 67202-3802



Phone: 316-337-6200 Fax: 316-337-6211 http://kcc.ks.gov/

Sam Brownback, Governor

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

January 26, 2012

THOMAS G. FERTAL Samuel Gary Jr. & Associates, Inc. 1515 WYNKOOP, STE 700 DENVER, CO 80202

Re: Drilling Pit Application
PFANNENSTIEL ET AL 1-24
SW/4 Sec.24-14S-18W
Ellis County, Kansas

#### Dear THOMAS G. FERTAL:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed <u>without slots</u>, the bottom shall be flat and reasonably level, and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as practical after drilling operations have ceased. KEEP PITS away from draw/drainage.

If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (785) 625-0550 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

A copy of this letter should be posted in the doghouse along with the approved Intent to **Drill**. If you have any questions or concerns please feel free to contact the District Office at (785) 625-0550.