

For KCC Use:

Effective Date: _____

District #: _____

SGA? ☐ Yes ☐ No

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

1074977

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

NOTICE OF INTENT TO DRILL

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

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Expected Spud Date: _____
month day year

OPERATOR: License# _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _ _ _ _

Contact Person: _____

Phone: _____

CONTRACTOR: License# _____

Name: _____

Well Drilled For:	Well Class:	Type Equipment:
<input type="checkbox"/> Oil	<input type="checkbox"/> Enh Rec	<input type="checkbox"/> Infield
<input type="checkbox"/> Gas	<input type="checkbox"/> Storage	<input type="checkbox"/> Pool Ext.
	<input type="checkbox"/> Disposal	<input type="checkbox"/> Wildcat
<input type="checkbox"/> Seismic ; _____ # of Holes	<input type="checkbox"/> Other	<input type="checkbox"/> Mud Rotary
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Air Rotary
		<input type="checkbox"/> Cable

☐ If OWWO: old well information as follows:

Operator: _____

Well Name: _____

Original Completion Date: _____ Original Total Depth: _____

Directional, Deviated or Horizontal wellbore? ☐ Yes ☐ No

If Yes, true vertical depth: _____

Bottom Hole Location: _____

KCC DKT #: _____

Spot Description: _____

_____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ ☐ E ☐ W
(Q/Q/Q/Q) _____ feet from ☐ N / ☐ S Line of Section

_____ feet from ☐ E / ☐ W Line of Section

Is SECTION: ☐ Regular ☐ Irregular?

(Note: Locate well on the Section Plat on reverse side)

County: _____

Lease Name: _____ Well #: _____

Field Name: _____

Is this a Prorated / Spaced Field? ☐ Yes ☐ No

Target Formation(s): _____

Nearest Lease or unit boundary line (in footage): _____

Ground Surface Elevation: _____ feet MSL

Water well within one-quarter mile: ☐ Yes ☐ No

Public water supply well within one mile: ☐ Yes ☐ No

Depth to bottom of fresh water: _____

Depth to bottom of usable water: _____

Surface Pipe by Alternate: ☐ I ☐ II

Length of Surface Pipe Planned to be set: _____

Length of Conductor Pipe (if any): _____

Projected Total Depth: _____

Formation at Total Depth: _____

Water Source for Drilling Operations:

☐ Well ☐ Farm Pond ☐ Other: _____

DWR Permit #: _____

(Note: Apply for Permit with DWR ☐)

Will Cores be taken? ☐ Yes ☐ No

If Yes, proposed zone: _____

AFFIDAVIT

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

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

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

Submitted Electronically

For KCC Use ONLY
API # 15 - _____
Conductor pipe required _____ feet
Minimum surface pipe required _____ feet per ALT. <input type="checkbox"/> I <input type="checkbox"/> II
Approved by: _____
This authorization expires: _____ (This authorization void if drilling not started within 12 months of approval date.)
Spud date: _____ Agent: _____

Remember to:

- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.

☐ **Well will not be drilled or Permit Expired** Date: _____

Signature of Operator or Agent: _____

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

☐ E
☐ W



1074977

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: _____

Lease: _____

Well Number: _____

Field: _____

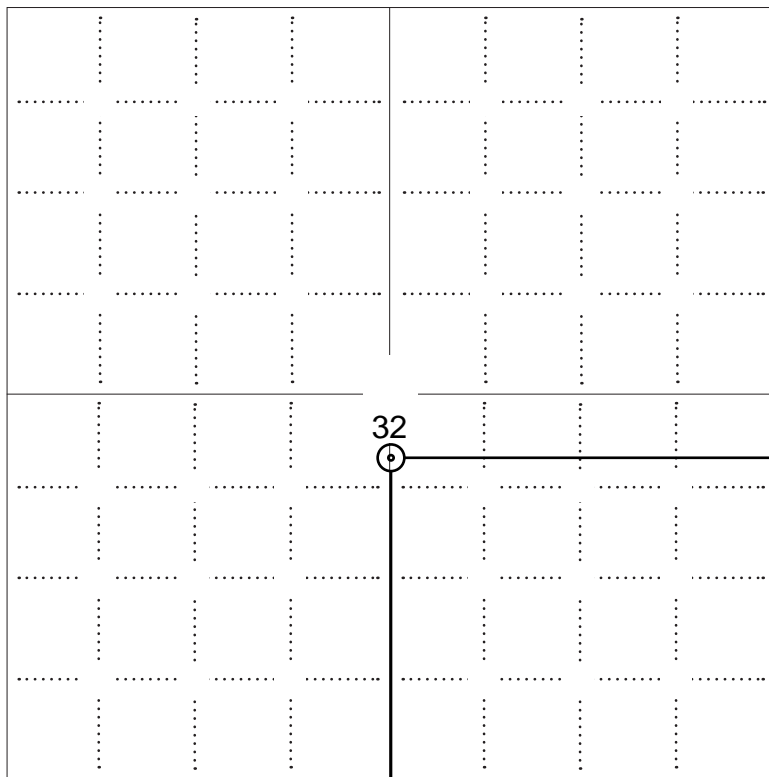
Number of Acres attributable to well: _____

QTR/QTR/QTR/QTR of acreage: _____ - _____ - _____ - _____

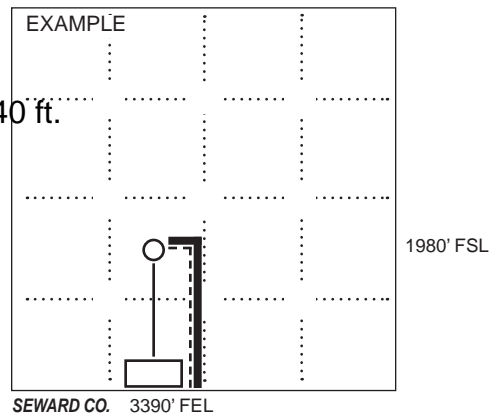
Location of Well: County: _____

_____ feet from ☐ N / ☐ S Line of Section_____ feet from ☐ E / ☐ W Line of SectionSec. _____ Twp. _____ S. R. _____ ☐ E ☐ WIs Section: ☐ Regular or ☐ Irregular**If Section is Irregular, locate well from nearest corner boundary.**Section corner used: ☐ NE ☐ NW ☐ SE ☐ SW**PLAT**

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032). You may attach a separate plat if desired.

**LEGEND**

- ☐ Well Location
- ☐ Tank Battery Location
- ☐ Pipeline Location
- ☐ Electric Line Location
- ☐ Lease Road Location

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

2200 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

1074977

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): ____ - ____ - ____ - ____ Sec. ____ Twp. ____ R. ____ <input type="checkbox"/> East <input type="checkbox"/> West ____ Feet from <input type="checkbox"/> North / <input type="checkbox"/> South Line of Section ____ Feet from <input type="checkbox"/> East / <input type="checkbox"/> West Line of Section ____ County	
Type of Pit: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)		
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l (For Emergency Pits and Settling Pits only)	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No	Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	How is the pit lined if a plastic liner is not used?	
Pit dimensions (all but working pits): _____ Length (feet) _____ Width (feet) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) <input type="checkbox"/> No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit: _____ feet Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input type="checkbox"/> KDWR	
Emergency, Settling and Burn Pits ONLY: Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ Drill pits must be closed within 365 days of spud date.	
Submitted Electronically			

KCC OFFICE USE ONLY

☐ Liner ☐ Steel Pit ☐ RFAC ☐ RFAS

Date Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: ☐ Yes ☐ No

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



KANSAS CORPORATION COMMISSION 1074977
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2010

Form Must Be Typed
Form must be Signed
All blanks must be Filled

**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: ☐ C-1 (Intent) ☐ CB-1 (Cathodic Protection Borehole Intent) ☐ T-1 (Transfer) ☐ CP-1 (Plugging Application)

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Well Location:

____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ ☐ East ☐ West

County: _____

Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

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

Select one of the following:

☐ I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.

☐ I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

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

Submitted Electronically

STATE OF KANSAS
COUNTY OF TREGO

EXTENSION OF OIL AND GAS LEASE

WHEREAS, an Oil and Gas Lease dated **February 27, 2008** covering that certain tract of land containing an aggregate of **160.00 acres**, more or less, being described as the **Southwest Quarter (SW/4) of Section 32, Township 11 South, Range 21 West, Trego County, Kansas** was executed by **Norbert Armbruster**, a single man, whose mailing address is 36018 G Road, Ellis, KS 67637, as Lessor in favor of **KPB Consulting Services, Inc.**, whose address is **130 N. Ash, Russell, KS 67665**, as Lessee, and being recorded in COB 150, Page 664 of the official records of Trego County, Kansas and being referred to hereinafter as the Subject Lease; and

WHEREAS, **KPB Consulting Services, Inc.**, assigned the subject lease to **High Plains Energy Partners, LLC.**, whose mailing address is 1515 Wykoop, Suite 700, Denver, Colorado 80202 dated effective as of May 1, 2008, and duly recorded in COB 152, Page 451, of the official records of Trego County, Kansas; and

WHEREAS, the Subject Lease was granted for a primary term of three (3) years and no (0) months and would expire and terminate on February 27, 2011; and

WHEREAS, Lessor and Lessee have agreed to extend the primary term of the Subject Lease for an additional two (2) years with an option to extend said extension for an additional one (1) year. This option may be exercised by Lessee, in total, on or before the expiration date of lease extension 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 six (6) years.

NOW THEREFORE, in consideration of Ten Dollars and No/100 and Other Good and Valuable Consideration (\$10.00 & OVC) the receipt and adequacy of which are hereby acknowledged, said Lessor, **Norbert Armbruster**, whose mailing address is 36018 G Road, Ellis, KS 67637, does hereby amend, modify and reform the Subject Lease, as follows:

The Term and Habendum Clause of the Subject Lease shall be and is hereby amended, modified and reformed to provide for a primary term of Five (5) Years and Zero (0) Months.

1. It is expressly declared to be in the intention of the parties that the Subject Lease be extended for twenty four (24) additional months, to the same extent and effect as though the Subject Lease has been granted in the first instance for a primary term of five (5) years.

2. Lessor herein acknowledges that the Subject Lease, as amended is in full force and effect, and except as expressly amended, modified and reformed herein, the Subject Lease shall remain in full force and effect in accordance with its original terms and provisions. That, the Lessor hereby adopts, ratifies and confirms the Subject Lease, and further grants, leases and lets unto **High Plains Energy Partners, LLC.**, whose mailing address is 1515 Wykoop, Suite 700, Denver, Colorado 80202, as Lessee, in accordance with the terms and provisions of the Subject Lease.

This instrument may be signed by any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this instrument; and the failure of any party named herein as Lessor to sign this instrument shall not affect the validity as to those whose signatures appear hereon or on a counterpart hereof.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

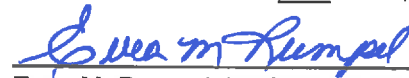
IN WITNESS WHEREOF, this instrument is executed on September 15, 2010.

LESSOR:


Norbert Armbruster



STATE OF KANSAS SS
COUNTY OF TREGO
THIS INSTRUMENT WAS FILED
FOR RECORD THIS 27th DAY OF
December, 2010 AT 8:30 AM
AND RECORDED IN BOOK 166 OF
RECORDS AT PAGE 723 FEE \$ 12.00


Evea M. Rumpel, REGISTER OF DEEDS

No. _____

OIL AND GAS LEASE

FROM

TO

Date _____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

County _____

STATE OF _____

County _____

This instrument was filed for record on the _____

day of _____

at _____ o'clock _____ M., and duly recorded

in Book _____ Page _____ of _____

the records of this office.

Register of Deeds.

By _____

When recorded, return to _____

166 724

2

My commission expires _____

By _____

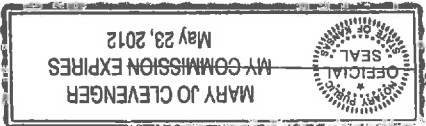
The foregoing instrument was acknowledged before me this _____ day of _____ 2010

COUNTY OF _____

STATE OF _____

My commission expires _____

By Norbert Armbruster



Notary Public

The foregoing instrument was acknowledged before me this 20 day of Sept 2010

COUNTY OF Irigo

STATE OF Kansas

166 724

63U (Rev. 1993)

OIL AND GAS LEASE

AGREEMENT, Made and entered into the

27th

day of

February

2008

by and between

Norbert Armbruster, a single person

whose mailing adress is

36018 G. Road Ellis, Ks. 67637
516 S. Denver, Rush Center, Ks. 67575

hereinafter called Lessor (whether one or more),

and

kpb Consulting Services, Inc.

130 N. Ash, Russell, Ks. 67665

hereinafter called Lessee:

Lessor, in consideration of **One & Other Valuable Considerations** Dollars (**\$1.00**) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of **Trego** State of **Kansas** described as follows to-wit:

The Southwest Quarter (SW1/4)

In Section **32** Township **11 South** Range **21 West** and containing **160** acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of **3** years from this date (called "primary term") and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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

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

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Daller (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

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

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

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

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, 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 a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or 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 lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All expressed 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.

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 and 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 under signed lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and 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 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 judgement 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, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 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 conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it 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, lessee shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

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 instrument, test 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 compensated accordingly, or at our discretion we may elect to repair the damages in lieu of compensation.

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

Witnesses:

Norbert Armbruster



STATE OF

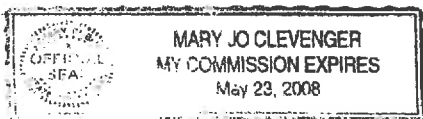
COUNTY OF

The foregoing instrument was acknowledged before me this
by Norbert Armbruster, a single person

ACKNOWLEDGEMENT FOR INDIVIDUAL (Ks Ok Co Ne)

27 day of February, 2008

My commission expires



Mary Jo Clevenger
Notary Public

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this
by

ACKNOWLEDGEMENT FOR INDIVIDUAL (Ks Ok Co Ne)

My commission expires

Notary Public

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this
by

ACKNOWLEDGEMENT FOR INDIVIDUAL (Ks Ok Co Ne)

My commission expires

Notary Public

STATE OF

COUNTY OF

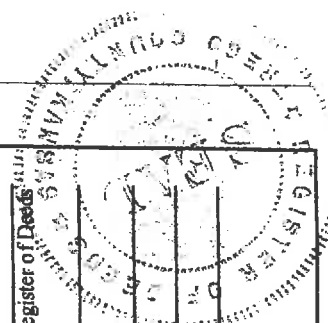
The foregoing instrument was acknowledged before me this
by

ACKNOWLEDGEMENT FOR INDIVIDUAL (Ks Ok Co Ne)

My commission expires

Notary Public

No. _____	OIL AND GAS LEASE	FROM	TO	Date	Section _____ Twp. _____ Rng. _____	No. of Acres _____ Term _____	County _____	STATE OF _____ Kansas	County _____ Trego	This instrument was filed for record on the _____ 11th day of _____ March, 2008	at _____ 9:15 o'clock _____ A _____ M., and duly recorded in Book _____ 150 Page _____ 664 of the records of this office. Fee \$ 12.00	Evea M. Rumpel Register of Deeds	By _____	When recorded, return to _____



STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this
by

ACKNOWLEDGEMENT FOR CORPORATION (Ks Ok Co Ne)

of _____ a corporation, on behalf of the corporation.

My commission expires

Notary Public

STATE OF KANSAS
COUNTY OF TREGO

EXTENSION OF OIL AND GAS LEASE

WHEREAS, an Oil, Gas and ~~Mineral~~ Lease dated **March 4, 2008** covering that certain tract of land containing an aggregate of **160.00 acres**, more or less, being described as the **Southeast Quarter (SE/4) of Section 32, Township 11 South, Range 21 West, Trego County, Kansas** was executed by **Norbert Armbruster and Gene Knieling, Co-Trustees of the Armbruster Survivor's Trust, U/T/I February 28, 2002 and Norbert Armbruster and Gene Knieling, Co-Trustees of the Frederick Armbruster Family Trust, February 28, 2002**, whose mailing address is **518 S. Denver, Rush Center, KS 67575**, as Lessor in favor of **KPB Consulting Services, Inc.**, whose address is **130 N. Ash, Russell, KS 67665**, as Lessee, and being recorded in COB 150, Page 662 of the official records of Trego County, Kansas and being referred to hereinafter as the Subject Lease; and

WHEREAS, **KPB Consulting Services, Inc.**, assigned the subject lease to **High Plains Energy Partners, LLC.**, whose mailing address is **1515 Wykoop, Suite 700, Denver, Colorado 80202** dated effective as of May 1, 2008, and duly recorded in COB 152, Page 451, of the official records of Trego County, Kansas; and

WHEREAS, the Subject Lease was granted for a primary term of three (3) years and no (0) months and would expire and terminate on March 4, 2011; and

WHEREAS, Lessor and Lessee have agreed to extend the primary term of the Subject Lease for an additional two (2) years with an option to extend said extension for an additional one (1) year. This option may be exercised by Lessee, in total, on or before the expiration date of lease extension 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 six (6) years.

NOW THEREFORE, in consideration of Ten Dollars and No/100 and Other Good and Valuable Consideration (\$10.00 & OVC) the receipt and adequacy of which are hereby acknowledged, said Lessor, **Norbert Armbruster and Gene Knieling, Co-Trustees of the Armbruster Survivor's Trust, U/T/I February 28, 2002 and Norbert Armbruster and Gene Knieling, Co-Trustees of the Frederick Armbruster Family Trust, February 28, 2002**, whose mailing address is **518 S. Denver, Rush Center, KS 67575**, does hereby amend, modify and reform the Subject Lease, as follows:

The Term and Habendum Clause of the Subject Lease shall be and is hereby amended, modified and reformed to provide for a primary term of Five (5) Years and Zero (0) Months.

1. It is expressly declared to be in the intention of the parties that the Subject Lease be extended for twenty four (24) additional months, to the same extent and effect as though the Subject Lease has been granted in the first instance for a primary term of five (5) years.

2. Lessor herein acknowledges that the Subject Lease, as amended is in full force and effect, and except as expressly amended, modified and reformed herein, the Subject Lease shall remain in full force and effect in accordance with its original terms and provisions. That, the Lessor hereby adopts, ratifies and confirms the Subject Lease, and further grants, leases and lets unto **High Plains Energy Partners, LLC.**, whose mailing address is **1515 Wykoop, Suite 700, Denver, Colorado 80202**, as Lessee, in accordance with the terms and provisions of the Subject Lease.

This instrument may be signed by any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this instrument; and the failure of any party named herein as Lessor to sign this instrument shall not affect the validity as to those whose signatures appear hereon or on a counterpart hereof.

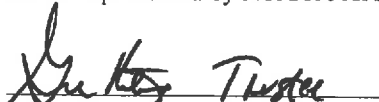
The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed on September 15, 2010.

LESSOR:



ARMBRUSTER SURVIVOR'S TRUST AND FREDERICK ARMBRUSTER FAMILY TRUST,
herein represented by Norbert Armbruster, Co-Trustee



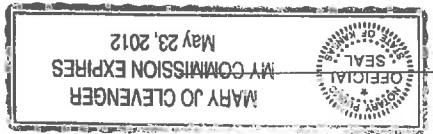
ARMBRUSTER SURVIVOR'S TRUST AND FREDERICK ARMBRUSTER FAMILY TRUST,
herein represented by Gene Kneiling, Co-Trustee

STATE OF Kansas
COUNTY OF Trego

The foregoing instrument was acknowledged before me this 28 day of Sept. 2010

By Norbert Armbruster, Co-trustee of Frederick Armbruster Family Trust and Armbruster Survivor's Trust and

My commission expires



Notary Public

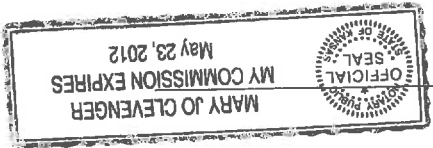
Mary Jo Clevenger

STATE OF Kansas
COUNTY OF Trego

The foregoing instrument was acknowledged before me this 28 day of Sept. 2010

By Armbruster Survivor's Trust and Frederick Armbruster Family Trust

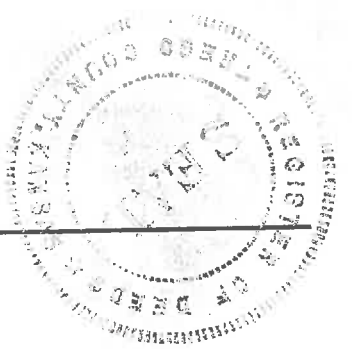
My commission expires



Notary Public

Mary Jo Clevenger

STATE OF KANSAS
COUNTY OF TREGO SS
THIS INSTRUMENT WAS FILED
FOR RECORD THIS 27th DAY OF
December, 2010 AT 8:30 AM
AND RECORDED IN BOOK 166 OF
RECORDS AT PAGE 735 FEE \$12.00
Evea M. Rumpel
Evea M. Rumpel, REGISTER OF DEEDS



OIL AND GAS LEASE

No. _____
FROM

TO

Date _____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

County _____

STATE OF _____

County _____

This instrument was filed for record on the _____
day of _____
at _____ o'clock _____ M., and duly recorded
in Book _____ Page _____ of
the records of this office.

Register of Deeds.

By _____

When recorded, return to _____

150 662

63U (Rev. 1993)

OIL AND GAS LEASE

AGREEMENT, Made and entered into the

4th

day of

March

2008

by and between

Norbert Armbruster and Gene Knieling, Co-Trustees of the Armbruster Survivor's Trust, U/T/I February 28,
2002 And Norbert Armbruster and Gene Knieling, Co-Trustees of the Fredrick Armbruster Family Trust, U/T/I
February 28, 2002

whose mailing address is

518 S. Denver, Rush Center, Ks. 67575

hereinafter called Lessor (whether one or more),

and

kpb Consulting Services, Inc.

130 N. Ash, Russell, Ks. 67665

hereinafter called Lessee:

Lessor, in consideration of **One & Other Valuable Considerations** Dollars (**\$1.00**) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of **Trego** State of **Kansas** described as follows to-wit:

The Southeast Quarter (SE1/4)

In Section **32** Township **11 South** Range **21 West** and containing **160** acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of **3** years from this date (called "primary term") and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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

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

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Daller (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

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

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

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

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, 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 a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or 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 lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All expressed 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.

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 and 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 under signed lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and 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 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 judgement 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, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 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 conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it 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, lessee shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

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 instrument, test 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 compensated accordingly, or at our discretion we may elect to repair the damages in lieu of compensation.

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

Witnesses:

Norbert Armbruster, Trustee

Gene Knieling, Trustee

150 662

2023

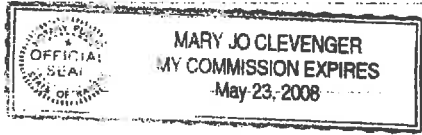
STATE OF Kansas

COUNTY OF Trego

The foregoing instrument was acknowledged before me this 4 day of March, 2008
by Norbert Ambruster, Trustee and Gene Knieling, Trustee

ACKNOWLEDGEMENT FOR INDIVIDUAL (Ks Ok Co Ne)

My commission expires



Mary Jo Clevenger
Notary Public

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____
by _____ and _____

ACKNOWLEDGEMENT FOR INDIVIDUAL (Ks Ok Co Ne)

My commission expires

Notary Public

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____
by _____ and _____

ACKNOWLEDGEMENT FOR INDIVIDUAL (Ks Ok Co Ne)

My commission expires

Notary Public

STATE OF

COUNTY OF

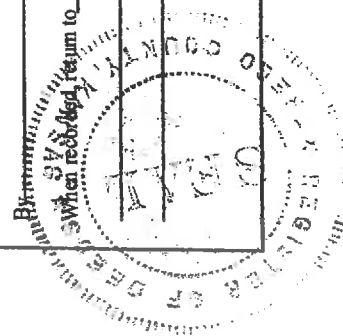
The foregoing instrument was acknowledged before me this _____ day of _____
by _____ and _____

ACKNOWLEDGEMENT FOR INDIVIDUAL (Ks Ok Co Ne)

My commission expires

Notary Public

No. _____	OIL AND GAS LEASE	_____
FROM		_____
TO	_____	_____
Date	_____	_____
Section	_____	_____
No. of Acres	_____	_____
County	_____	_____
STATE OF	Kansas	_____
County	Trego	_____
This instrument was filed for record on the <u>11th</u> day of <u>March</u> , 2008		
at	<u>9:15</u> o'clock <u>A</u> M., and duly recorded	_____
in Book	<u>150</u> Page <u>662</u> of	_____
the records of this office. Fee \$12.00		
<i>Evea M. Rumpel</i> Register of Deeds		
Evea M. Rumpel		



STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____

by _____
of _____
corporation, on behalf of the corporation.

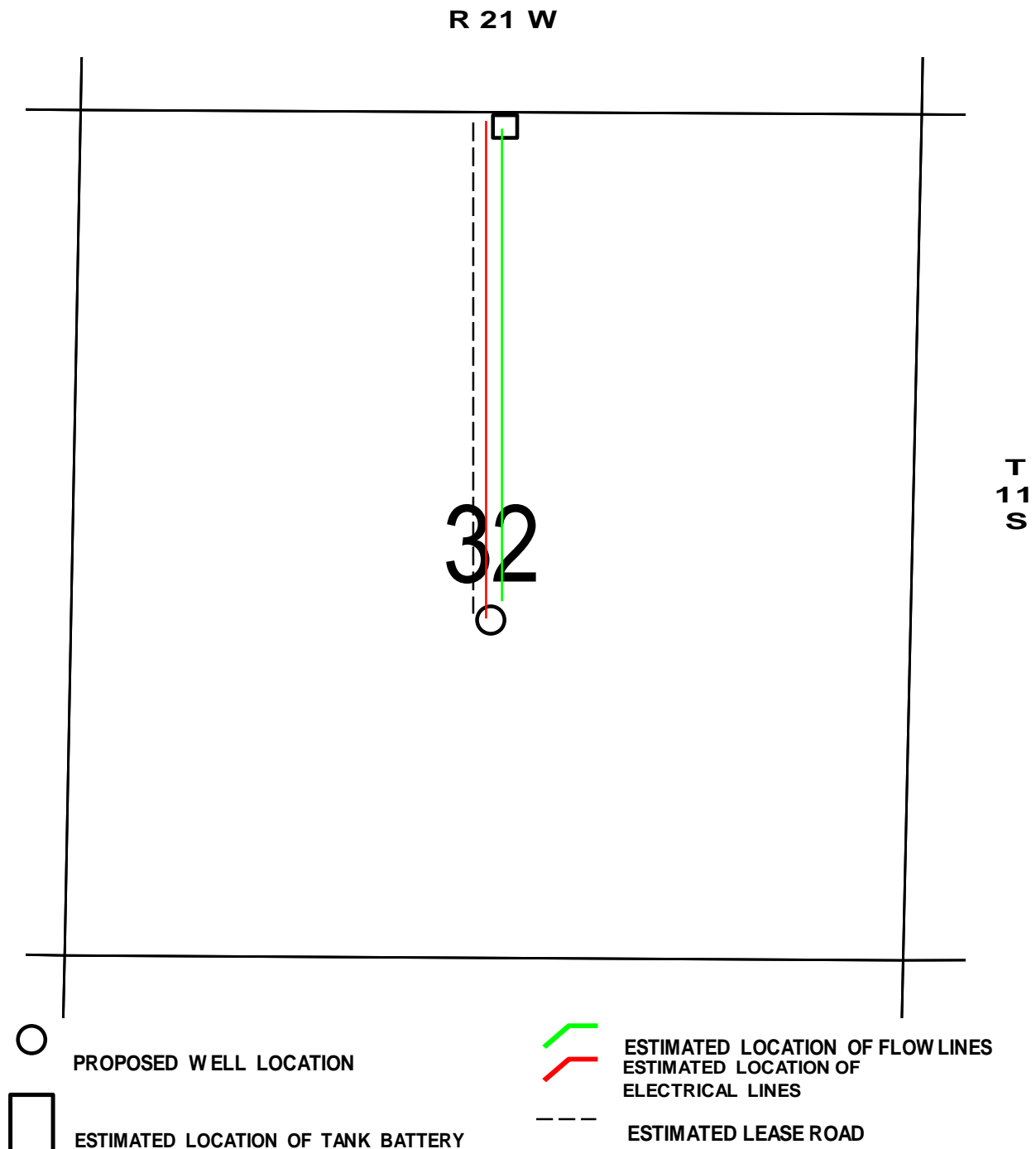
My commission expires

Notary Public

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

LOCATION : 2200 FSL / 2640 FEL Sec. 32-11S-21W TREGO COUNTY

SURFACE OWNER : NORBERT ARMBRUSTER
36018 G Road
Ellis, KS 67637



February 29, 2012

CLAYTON CAMOZZI
Samuel Gary Jr. & Associates, Inc.
1515 WYNKOOP, STE 700
DENVER, CO 80202

Re: Drilling Pit Application
ARMBRUSTER ET AL 1-32
S/2 Sec.32-11S-21W
Trego County, Kansas

Dear CLAYTON CAMOZZI:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, 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.