

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

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:	year	Spot Description:	
	,	Sec Twp S. R E	
PERATOR: License#		feet from N / S Line of S	
ame:			ectio
ddress 1:			
ldress 2:			
ty: State: Zip: _		County:	
ontact Person:		Lease Name: Well #:	
none:		Field Name:	
ONTRACTOR: License#		Is this a Prorated / Spaced Field?	No
ame:		Target Formation(s):	
Well Drilled For: Well Class: Typ	e Equipment:	Nearest Lease or unit boundary line (in footage):	
Oil Enh Rec Infield	Mud Rotary	Ground Surface Elevation:fee	t MS
Gas Storage Pool Ext.	Air Rotary	Water well within one-quarter mile:	N
Disposal Wildcat	Cable	Public water supply well within one mile:	N
Seismic ; # of Holes Other	_ ====	Depth to bottom of fresh water:	
Other:		Depth to bottom of usable water:	
		Surface Pipe by Alternate: I II	
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	al Depth:	Formation at Total Depth:	
		Water Source for Drilling Operations:	
Directional, Deviated or Horizontal wellbore?	Yes No	Well Farm Pond Other:	
Yes, true vertical depth:		DWR Permit #:	
Sottom Hole Location:		- (Note: Apply for Permit with DWR)	
(CC DKT #:		- Will Cores be taken? Yes	N
		If Yes, proposed zone:	
	ΔΙ	FIDAVIT	
The undersigned hereby affirms that the drilling, comp			
is agreed that the following minimum requirements v		logging of the front this comply with the state of our coq.	
 Notify the appropriate district office <i>prior</i> to spu A copy of the approved notice of intent to drill s. 		sh drilling rig:	
		t by circulating cement to the top; in all cases surface pipe shall be set	
through all unconsolidated materials plus a min			
		strict office on plug length and placement is necessary prior to plugging;	
5. The appropriate district office will be notified be			
		ed from below any usable water to surface within 120 DAYS of spud date.	
·	-	#133,891-C, which applies to the KCC District 3 area, alternate II cementing	
must be completed within 30 days of the spud of	ate or the well shall	be plugged. In all cases, NOTIFY district office prior to any cementing.	
described Electronically			
ubmitted Electronically			
For KCC Use ONLY		Remember to:	
For KCC Use ONLY		- File Certification of Compliance with the Kansas Surface Owner Notification	
API # 15		Act (KSONA-1) with Intent to Drill;	
Conductor pipe required	feet	- File Drill Pit Application (form CDP-1) with Intent to Drill;	
Minimum surface pipe requiredfe		- 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; 	
Approved by:		 Notify appropriate district office 46 flours prior to workover or re-entry, Submit plugging report (CP-4) after plugging is completed (within 60 days); 	
This authorization expires:	on of approval data	 Obtain written approval before disposing or injecting salt water. 	
(This authorization void if drilling not started within 12 month	ıs от арргоvат дате.)	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.	

Side Two



SEWARD CO. 3390' FEL

For KCC Use ONLY	
API # 15	

Operator: _

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.

Location of Well: County: _

feet from N / S Line of Section
feet from E / W Line of Section
SecTwpS. R 🗌 E 🗍 W
Is Section: Regular or Irregular
If Section is Irregular, locate well from nearest corner boundary. Section corner used: NE NW SE SW
LAT lease or unit boundary line. Show the predicted locations of quired by the Kansas Surface Owner Notice Act (House Bill 2032). eparate plat if desired. 2310 ft.
LEGEND O Well Location Tank Battery Location Pipeline Location Electric Line Location Lease Road Location
O- 130 ft. EXAMPLE 1980' FSL
1

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

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 081968

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	Pit is:	Existing	SecTwp R		
Settling Pit Drilling Pit	If Existing, date con		Feet from North / South Line of Section		
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:	(bbls)	Feet from East / West Line of Section County		
Is the pit located in a Sensitive Ground Water A	rea? Yes N	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)		
Is the bottom below ground level? Yes No	Artificial Liner?	0	How is the pit lined if a plastic liner is not used?		
Pit dimensions (all but working pits):	Length (fee	t)	Width (feet) N/A: Steel Pits		
Depth fro	om ground level to deep	pest point:	(feet) No Pit		
If the pit is lined give a brief description of the line material, thickness and installation procedure.	ilei		dures for periodic maintenance and determining ncluding any special monitoring.		
Distance to nearest water well within one-mile of	of pit:	Depth to shallo	west fresh water feet. mation:		
feet Depth of water well	feet	measured	well owner electric log KDWR		
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	over and Haul-Off Pits ONLY:		
Producing Formation:		Type of material utilized in drilling/workover:			
Number of producing wells on lease:		Number of working pits to be utilized:			
Barrels of fluid produced daily:		Abandonment p	procedure:		
Does the slope from the tank battery allow all splow into the pit? Yes No	pilled fluids to	Drill pits must be closed within 365 days of spud date.			
Submitted Electronically					
	ксс	OFFICE USE OI	NLY Steel Pit RFAC RFAS		
Date Received: Permit Numb	ber:	Permi	t Date: Lease Inspection: Yes No		



Kansas Corporation Commission Oil & Gas Conservation Division

1081968

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:	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 county, and in the real estate property tax records of the county treasurer.			
Address 2:				
City: State: Zip:+				
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				

Additional Surface Owners for Rosenboom Et Al 1-18:

Linda M. Sander 1615 Longhorn Drive Garden City, KS 67846

Cheryl L. Eden 2113 Squire Street Longmont, CO 80501

Daniel R. Stecklein 3512 SW Willowbrook Lane Topeka, KS 66614

AND GAS LEASE

of Ten and Other Valuable Considerations sterein provided and of the agreements of the Jessee herein contained, hereby grants, leases and lets exclusively unto lessee for the remeans, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective conto subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things the ss, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactur syees, the following described land, together with any reversionary rights and after-acquired interest, Ellis State of Kansas described and together with any reversionary rights and after-acquired interest, A TTA CHED HER FTO AND MADE A DAPT HER FOR FOR DED TY DESCREE	1515 Wynkoop, Suite 700, Denver, CO 80202 , hereinafter called Lessee:	3 address is	1615 Lonohorn Drive Garden City Kansas 67846	Linds M. Sander wife of Robert Sander	AGREEMENT, Made and entered into the 25 th day of May 2010
acknowledged and of the royalties herein provexploring by geophysical and other means, progas, water, other fluids, and air into subsurface care of treat, manufacture, process, store and and otherwise caring for its employees, the foll herein situated in County of SEE EXHIBIT "A" A County in Section	Lessor, in consideration of	Lessor, in consideration of	one or more), and Lessor. in consideration of	whose mailing address is one or more), and Lessor, in consideration of	by and between

constituent products, or any of them, is produced from said land or land pooled therewith or this lease is otherwise maintained in effect liquid hydrocarbons, gas or other pursuant to the provisions hereof.

its and agrees: consideration of the premises the said lessee

produced 중 one-eighth (1/8) part of all ednal the said land, wells on which Lessee of cost, in the pipe line to credit of Lessor, free 1st. To deliver to the the leased premises.

2nd. To pay Lessor for gas, (including casinghead gas) of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, re-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 net proceeds received by Lessee from such sales, such net proceeds received by Lessee from such sales, such net proceeds received by Lessee in the proportionate part of the production, severance, or other excise taxes and the cost incurred by Lessee in delivering, treating for the removal of nitrogen, helium or other impurities in e.g.s., processing, compressing, or otherwise making any such gas merchantable) for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be ade monthly.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, revorking operations then the less than the leased premises or on acreage pooled or unitized therewith, and operations shall be considered to be continuously prosecuted if not more hundred and twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on the leased premises or on acreage pooled or unitized therewith, the production should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred and twenty (120) days from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations, this lease shall force and effect so long as oil or gas is produced from the leased premises or on acreage pooled or unitized therewith.

If after the primary term one or more wells on the lease premises or lands pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby, but such for a period of mixed of or production therefrom is not being sold by Lessee, such well or wells are either shut in or production therefrom is not sold by Lessee, the Lessee shall pay an aggregate shut-in royally of One Dollar (\$11.00) per acre then covered by this lease, such well or wells are shut in or production therefrom is not sold by Lessee, the Lessee shall pay an aggregate shut-in royally of One Dollar (\$13.100) per acre then covered by this lease, such payment to be made to Lessor on or before the anniversary date of this lease while the well or wells are shut in or production therefrom is not being sold by Lessee, provided that if this lease is in its primary term or otherwise being maintained by operations, or if production is being sold by Lessee from another well on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the end of the next following anniversary date of this lease that cessation of such operations or production occurs, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

Fred model If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in royalties) herein prov 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.

Mirmorland

Charled

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 fixtuires placed on said premises, including the right to draw and remove casing.

to their heirs, e e has been furnis to the assigned r 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 administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royaltes shall be brinding on the lessee until after the lessee) 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 portions arising subsequent to the date of assignment.

described premises and thereby surrender 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 lease 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 lease 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 Tansportation of oil, gas or other substance covered hereby. When drilling, reworking, production or other operations or obligations moder this lease reprevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, sequipment, services, material, water, electricity, fuel, access or easements, or by an act of God, strike, lockout, or other indistribance, act of the public enemy, war, blockade, public not, governmental delay, restraint or inaction, or by mability to obtain a satisfactory market for production, or failure of purchasers or carriers to there were or the rease, whether of the kind specifically enumerated above or otherwise, which is not reasonably within control of Lessee, this lease shall not teaminate because of such prevention or delay, and, at Lessee is option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not the reach of any prevention 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 liess 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 themselves and their heirs, successors and assigns, heleby 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, 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, gas or other minierals in and under and that may be produced from said permises, such pooling or unitization to be of tracts configuous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or min a unit or units not exceeding 640 acres each in the event of a gas well. Lessee stall exceute 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 or unitized acreage. The entire acreage so pooled or unitized 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 or unitized acreage is production is found on the pooled only such premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor 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 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 information balance, seismograph explosions, magnetometer, or other geophysical or geophysical information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee may dissemmate or such a region without Lessor so 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 (e. fire 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

3 PAGE

2010,	10 × 10	, 2010,	Samuel Gary, Jr. & Associates, Inc. 1515 Wynkoop, Suite 700, Denver, CO 80202 Acadian Land Services, L.L.C. 101 W. Farrel EdBlog. 1 - 70508		, 2010,	
52	IN S. COLVIN RY PUBLIC SE KANSAS SE MANANA SE	ore me this day ofand	No. of Acree County County County County This instrument was filed for record on the AS at LO. OO o-clock A., and duly recorded in Book THS the recorded of this office. By When recorded, return to		re me this day of	corporation, on behalf of the corporation.
The foregoing instrument was acknowledged before me this byand	STATE OF	COUNTY OF The foregoing instrument was acknowledged before me this by	OIL AND GAS LEASE TO TO TWP. Rection Twp. Rection Twp. Rection Twp.	100	I ne foregoing instrument was acknowledged before me this by of	aMy commission expires

STATE OF KONGOL

BOOK 745 PAGE 654

Attached to and made a part of that Certain Oil and Gas Lease dated May 25, 2010, by and between, LINDA M. SANDER, WIFE OF ROBERT SANDER, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 14 SOUTH - RANGE 17 WEST

SECTION 17:

That certain tract or parcel of land estimated to contain 240.00 acres, more or less, and being described as the South Half of the Northwest Quarter (S/2 of the NW/4) and the Southwest Quarter (SW/4) of Section 17, Township 14 South, Range 17 West, Ellis County, Kansas.

- The provisions of this EXHTBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- Lessee shall bury and maintain all pipelines below ordinary plow depth (36"). ri
- 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. က
- provided, it shall be considered for all purposes as though this lease originally provided for a term of essee is hereby granted the option to extend the primary term of this lease for an additional two (2) ears from the expiration of the original primary term. This option may be exercised by Lessee, in years from the expiration of the original primary term. This option may be exercised by Lessee, in total, on or before the expiration date of lease by paying and delivering to Lessor at the above address, the sum of \$15.00 per acre covered by the lease. In the event Lessee exercises this option, Should this option be exercised as herein Lessee must renew all acreage covered by this lease. 4,

LEASE OIL AND GAS

by and between	May 2010
hose mailing address is	n. husband of Kathy L. Stecklein
hose mailing address is	
Lessor, in consideration of Ten and Other Valuable Considerations chrowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grant exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hy as, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building ranks, power stations, tele are of treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective const	rook Lane Topeka, KS 66614 hereinafter called Lessor (whether
Lessor, in consideration of Ten and Other Valuable Considerations Chowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grant cyloring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hy as, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, tele are of treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective const	y Partners, LLC
Lessor, in consideration of Ten and Other Valuable Considerations knowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grant profiting by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hy is, water, other fluids, and air into subsurface strain, laying pue lines, storing oil, building tanks, power stations, tele ure of treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective const	uite 700, Denver, CO 80202
and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest,	Lions Dollars (\$10.00) in hand paid, receipt of which is hereby contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, I producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting takes, power stations, telephone lines, and other structures and things thereon to produce, save, take and their respective constituent products and other products manufactured therefrom, and housing ionary rights and after-acquired interest,
herein situated in County of Ellis State of Kan	Kansas described as follows to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPERTY DESCRIPTION ining .

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 the leased premises.

"primary term") and as long thereafter as oil, or this lease is otherwise maintained in effect ontained, this lease shall remain in force for a term of Three (3) years from this date (called respective constituent products, or any of them, is produced from said land or land pooled therewith cSubject to the provisions herein liquid hydrocarbons, gas or othe pursuant to the provisions hereof

one-eighth (1/8) part of all oil produced and saved from

said land, the equal

뜅 wells (

may

2nd. To pay Lessor for gas, (including casinghead gas) of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, 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 net proceeds received by Lessee from such sales, such net proceeds to be less a proportionate part of the production, severance, or other excise taxes and the cost incurred by Lessee in delivering, treating for the removal of nitrogen, helium or other impurities in the gas, processing, compressing, or otherwise making any such gas merchantable) for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly.

This lease may be maintained during the primary term hereof without flurther payment or drilling operations. If at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, reworking operations thereon, then this lease shall continue in force so long that operations are being continuously prosecuted of not not so operations are being continuously prosecuted if not more than one thundred and twenty (120) days shall elapse between the completion or abandoament of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on the leased premises of on acreage pooled or unitized therewith, the production should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred and twenty (120) days from the date of cessition of production or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations, this lease shall continue in full force and effect so long as oil or gas is produced from the leased premises or on acreage pooled or unitized therewith.

If after the primary term one or more wells on the lease premises or lands pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby, but such well sare either into production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining the lease. If for a period of nitety (90) consecutive days used well or wells are shut in or production therefrom is not sold by Lessee, the Lessee shall pay an aggregate situr-in royalty of Cho Edolar (\$1.00) per acte then covered by this lease, such payment to be made to Lessor on or before the aminversary date of this lease next ensuing after the expiration of the said ninety (90) day period and thereafter on or before each anniversary date of this lease while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is in its primary term or otherwise being maintained by operations, or if production is being sold by Lessee from another well on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be deemed the rease may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

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

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

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th Director

Americal A

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.

I to their heirs, executors, ee has been furnished with to the assigned portion or 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 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 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 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 surrendered this lease 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 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 persons 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, electricity, fuel, access or easements, or by an et of God, strike, lockout, or other industrial disturbance, act of the public ceremy, war, blockade, public not lightening, fire, storm, flood or delay and or of the kind specifically enumerated above or otherwise, which or production, or failure of purchasers or carners to the kard or transportation or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provision or implied coverants 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 es, taxes or other lens 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 each their heirs, successors and assigns, hereby surrender and release all right of dower and lomestead in the premises described herein, in so far as said right of dower and any any affect the purposes for which this lease is made, as recited herein. mortgages, taxes themselves and themselves and themselves

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, gas or other minerals in and under and that may be produced from said premises, such pooling or unitization to be of tracts configuous to one another and to be 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 herent leased is stuated an instrument identifying and describing the pooled or unitized acreage. The entire acreage so pooled or unitized into a tract or unit shall shall be treated as if production is found on the pooled or unitized acreage, it shall be treated as if production is found on the pooled or unitized acreage. If production is found on the pooled or unitized when a variety of the royalties elsewhere hereit or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor 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 or unitized in the particular unit involved.

This lease may be signed in any number of 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 no 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 purpos of securing peological and geophysical information. All information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee may dissemmate associated with seismograph operators (eiter Lessor and Lessee herein agree that a portion of the consideration paid herein is for advance payment of usual and customary damage associated with seismograph operations (if eiter tracks in the wheat, pasture or field, road use, compaction etc.) If any extraordinary damages should occur, at Lessor's discretion, Lessor or 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.

ne this instrument as of the day and year first above written IN WITNESS WHEREOF, the undersigned exec 5 30A9 G 1 7

KATHYI

knowledged before me Section Twp. Rec.	Klein, 52010,	the records of this office. By Ale. 00 Registry of Deeds. Samuel Gary, Jr. & Associates, Inc. 1515 Wynkoop, Suite 700, Denver, CO 80202	yoration.
was acknowledged before me how of Acree — Term	Notary Public	STATE OF STATE OF STATE OF OLD THE STATE OLD THE STATE OF OLD THE STATE OF OLD THE STATE OF OLD THE STATE OLD THE STATE OF OL	rporation, or
mission expires. Brian C Brian C Brian C Notary Notary Y OF Wy Appt. Expires Going instrument oing instrument oing instrument	xpires ((c) (D) ian Cummins Notary Public State of Kansas plres ((c) (D) Turment was acknowledged before me	Section Twp. Rec.	was acknowledged before me

STATE OF KS

COUNTY OF

745 PAGE 660 800K

Attached to and made a part of that Certain Oil and Gas Lease dated May 25, 2010, by and between, DANIEL R. STECKLEIN, HUSBAND OF KATHY L. STECKLEIN, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 14 SOUTH – RANGE 17 WEST

SECTION 17:

That certain tract or parcel of land estimated to contain 240.00 acres, more or less, and being described as the South Half of the Northwest Quarter (S/2 of the NW/4) and the Southwest Quarter (SW/4) of Section 17, Township 14 South, Range 17 West, Ellis County, Kansas.

- The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- Lessee shall bury and maintain all pipelines below ordinary plow depth (36"). d
- 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.
- Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee, in total, on or before the expiration date of lease by paying and delivering to Lessor at the above address, the sum of \$15.00 per acre covered by the lease. In the event Lessee exercises this option, provided, it shall be considered for all purposes as though this lease originally provided for a term of Should this option be exercised as herein Lessee must renew all acreage covered by this lease. five (5) years. 4.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the	31 st	day of	AUGUST		2010
by and between	SHERRY	<u> E. ROSE</u> N	BOOM & STE	VEN C. DEHAAN.	
hose mailing address is					after called Lessor (whether one or mor
d	High Plains	vnkoon Sui	te 700 Denver	CO 80202	
Lessor, in consideration of Ten an eknowledged and of the royalties herein provided an exploring by geophysical and other means, prospecting as, water, other fluids, and air into subsurface strata, are of treat, manufacture, process, store and transported otherwise caring for its employees, the following of	d of the agreements of the g drilling, mining and ope laying pipe lines, storing of t said oil, liquid hydrocar	e lessee herein co crating for and profil, building tanks bons, gases and	ntained, hereby grants, oducing oil, liquid hyd s, power stations, telepi their respective constit	leases and lets exclusively un recarbons, all gases, and their none lines, and other structure ment products and other products	nto lessee for the purpose of investigation respective constituent products, injects and things thereon to produce save to
erein situated in County of Ellis	State of		Kans	sas	described as follows to-wit
SEE EXHIBIT "A" ATTAC	CHED HERETO A	ND MADE	A PART HERE	OF FOR PROPERT	
Section18Township	14 South	Range	17 West	and containing 64.6	acres, more or less, and all
Subject to the provisions herein contained, th liquid hydrocarbons, gas or other respective a pursuant to the provisions hereof.	is lease shall remain in fo constituent products, or as	rce for a term of ny of them, is pro	Three (3) yed	ars from this date (called "pr or land pooled therewith or t	imary term") and as long thereafter as this lease is otherwise maintained in eff
In consideration of the premises the said lesse	e covenants and agrees:				
1st. To deliver to the credit of Lessor, free of e leased premises.	cost, in the pipe line to w	hich Lessee may	connect wells on said	land, the equal one-eighth (1/	8) part of all oil produced and saved fr
2nd. To pay Lessor for gas, (including casing ne-eighth (1/8), at the market price at the well, (but, a be less a proportionate part of the production, severa eas, processing, compressing, or otherwise making age monthly.					
This lease may be maintained during the prim oduced on the leased premises or on acreage pooled operations are being continuously prosecuted on the an one hundred and twenty (120) days shall elapse sesses commences additional drilling or reworking op oil or gas shall be discovered and produced as a restreage pooled or unitized therewith.	ary term hereof without fi or unitized therewith but leased premises or on acc between the completion creage pooled or unitized erations within one hundr sult of such operations, th	rther payment or Lessee is then er leage pooled or ur or abandonment therewith, the pred and twenty (1) is lease shall con	drilling operations. If agaged in drilling, rewentized therewith; and of of one well and the coduction should cease 20) days from the date time in full force and	at the expiration of the primar riking operations thereon, the operations shall be considered beginning of operations for ti from any cause after the prir of cessation of production or effect so long as oil or gas is	ry term of this lease, oil or gas is not bein this lease shall continue in force so le to be continuously prosecuted if not me drilling of a subsequent well. If af nary term, this lease shall not terminate from the date of completion of a dry he produced from the leased premises or
If after the primary term one or more wells on ell or wells are either shut in or production therefrom r a period of ninety (90) consecutive days such well or acre then covered by this lease, such payment to be reafter on or before each anniversary date of this lead otherwise being maintained by operations, or if pro- te until the end of the next following anniversary data all render Lessee liable for the amount due, but shall	the lease premises or lan is not being sold by Less or wells are shut in or pro per made to Lessor on or be ase while the well or wells duction is being sold by L te of this lease that cessati not operate to terminate t	ds pooled or unitiee, such well or valuation therefron efore the anniver are shut in or pressee from anothon of such operathis lease.	ized therewith are capa wells shall nevertheless in is not sold by Lessee, sary date of this lease oduction therefrom is re- er well on the leased prions or production occ-	ble of producing oil or gas or be deemed to be producing f the Lessee shall pay an aggre next ensuing after the expirat of being sold by Lessee; prov emises or lands pooled or uni urs, as the case may be. Less	other substances covered hereby, but so or the purpose of maintaining the lease, gate shut-in royalty of One Dollar (\$1.2) ion of the said ninety (90) day period a ided that if this lease is in its primary to tized therewith, no shut-in royalty shall se's failure to properly pay shut-in royalty
If said lessor owns a less interest in the above or shall be paid the said lessor only in the proportion w					ling any shut-in royalties) herein provid
Lessee shall have the right to use, free of cost,	, gas, oil and water produc	ed on said land fo	or lessee's operation the	ereon, except water from the v	wells of lessor.
When requested by lessor, lessee shall bury le No well shall be drilled nearer than 200 feet to	- -	-	ithont written consent	of lessor	i Divers
Lessee shall pay for damages caused by lessee		-		JI ROSOI.	a sacrate
Lessee shall have the right at any time to remo	-	-		-	•
If the estate of either party hereto is assigne iministrators, successors or assigns, but no change in written transfer or assignment or a true copy thereo artions arising subsequent to the date of assignment.	ed, and the privilege of as the ownership of the land f. In case lessee assigns t	ssigning in whole or assignment of his lease, in who	e or in part is expressl frentals or royalties sh le or in part, lessee sh	y allowed, the covenants her all be binding on the lessee ur all be relieved of all obligation	eof shall extend to their heirs, execute til after the lessee has been furnished w ns with respect to the assigned portion
Lessee may at any time execute and deliver to ase as to such portion or portions and be relieved of a	lessor or place of record all obligations as to the ac	a release or releas	ses covering any portio	n or portions of the above des	cribed premises and thereby surrender t
All express or implied covenants of this lease a part, nor lessee held liable in damages, for failure to estrictions on the drilling and production of wells, are perations or obligations under this lease are prevente lectricity, fuel, access or easements, or by an act of ther act of nature, explosion, governmental action, go ake or transport such production, or by any other cause minate because of such prevention or delay, and, a rovision or implied covenants of this lease when drilling the second of	shall be subject to all Fed	eral and State La	ws, Executive Orders,	Rules or Regulations, and this	lease shall not be terminated, in whole
Lessor hereby warrants and agrees to defend tortgages, taxes or other liens on the above described temselves and their heirs, successors and assigns, homestead may in any way affect the purposes for whi	the title to the lands here lands, in the event of def hereby surrender and rele	ein described, and ault of payment b ase all right of d	l agrees that the lesses by lessor, and be subro lower and homestead	shall have the right at any tracted to the rights of the holdern the premises described her	me to redeem for lessor, by payment are thereof, and the undersigned lessors, ein, in so far as said right of dower a
Lessee, at its option, is hereby given the right mediate vicinity thereof, when in lessee's judgment as or other minerals in and under and that may be pro 0 acres each in the event of an oil well, or into a unit is county in which the land herein leased is situated to treated, for all purposes except the payment of royulall be treated as if production is had from this lease, hall receive on production from a unit so pooled only asis bears to the total acreage so pooled or unitized in	at and power to pool, unit it is necessary or advisab- duced from said premises or units not exceeding 64 an instrument identifying alties on production from whether the well or wells y such portion of the roya the particular unit involve	ize or combine the to do so in orde, such pooling or 0 acres each in the and describing the pooled unit, be located on the try stipulated hered.			
This lease may be signed in any number or megning, notwithstanding some of the Lessors above recent this lease as Lessor, although not named above	umbers of counterparts an named who may not have e.	d shall be effecti joined in the ex	ve as to each Lessor or ecution hereof. The w	execution hereof as to his or yord "Lessor" as used in this	her interest and shall be binding on th lease shall mean the party or parties v
Lessee shall have the exclusive right to exploration or not, including the drilling of holes, use of tor a securing geological and geophysical information. It such mormation without Lessor's consent. Lessociated with seismograph operations (ie: tire tracks nant (if Lessor has a tenant) will be compensated acc SEE EXHIBIT "A" ATTACHED H	re the land herein describe rsion balance, seismograp All information obtained sor and Lessee herein ag in the wheat, pasture or f cordingly, or Lessee may e	d by geological, g h explosions, mag by Lessee as a re ree that a portion ield, road use, co lect to repair the	geophysical or other magnetometer, or other gesult of such activity shows the consideration of the consideration of the consideration of consi	ethods, whether similar to thosophysical or geological instruance and the exclusive property paid herein is for advance pextraordinary damages should opensation.	se herein specified or not and whether n ments, tests or procedures, for the purp of Lessee, and Lessee may disseminate ayment of usual and customary dama occur, at Lessor's discretion, Lessor or
N WITNESS WHEREOF, the undersigned execute th					
		A	heury E. I	Rosenboon	

BOOK 759 PAGE 825

STATE OF <u>KS</u>	DAVID V. SCHMIDT NOTARY PUBLIC STATE OD MANSAS.
COUNTY OF SILIS	STATE OF KANSAS My App. Exp & 110 14
The foregoing instrument was acknowledged before me this _ By Sherry E. Rosenboom	9 day of Sephener, 2010,
My commission expires 8/10/2014	Notary Public
STATE OF KS	DAVID V. SCHMIDT
COUNTY OF 2111S	STATE OF KANSAS My App. Exp
The foregoing instrument was acknowledged before me this _ By Steven C. De Haan	9 day of Septenber, 2010,
My commission expires 8/10/2014	Law VShir
STATE OF <u>KS</u>	Notary Public
COUNTY OF $\frac{500}{100}$	
The foregoing instrument was acknowledged before me this _ By	day of
My commission expires	Notary Public
OIL AND GAS LEASE FROM TO Date Section Twp. Term No. of Acres County County	STATE OF POLICE COUNTY This instrument was filed for record on the OZ day of Deep rater. This instrument was filed for record on the OZ day of Deep rater. The instrument was filed for record on the OZ and of Oz the records of this office. The octock Am, and duly recorded the records of this office. Repair of Deeds. By Ilo. OD Samuel Gary, Jr. & Associates, Inc. 1515 Wynkoop, Suite 700, Denver, CO 80202
COUNTY OF	
The foregoing instrument was acknowledged before me this _ by of	
acorp	oration, on behalf of the corporation.
My commission expires	Notary Public

Attached to and made a part of that Certain Oil and Gas Lease dated August 31, 2010, by and between, SHERRY E. ROSENBOOM & STEVEN C DEHAAN, HUSBAND AND WIFE, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 14 SOUTH - RANGE 17 WEST

SECTION 18:

A tract of land situated on a portion of the Northeast Quarter (NE/4) of Section 18, Township Fourteen (14) South, Range Seventeen (17) West of the 6th P.M., Ellis County, Kansas more particularly described as follows, to wit: BEGINNING at the Southeast corner of said Northeast Quarter; Thence west along the South line of said Northeast Quarter a distance of 1255.5 feet; Thence North on a bearing of N 02 degrees 23' 48" E a distance of 370.6 feet; Thence East parallel with the South line of said Northeast Quarter on a bearing of N 88 degrees 59' 29" E a distance of 1240 feet to the East line of said Northeast Quarter, Thence South along the East line of said Northeast Quarter a distance of 370 feet to the POINT OF BEGINNING. Said tract contains 10.60 acres, more or less.

A tract of land situated on a portion of the Northeast Quarter (NE/4) of Section 18, Township Fourteen (14) South, Range Seventeen (17) West of the 6th P.M., Ellis County, Kansas more particularly described as follows, to wit: Commencing at the Southeast corner of said Northeast Quarter; Thence North along the East line of said Northeast Quarter a distance of 370 feet; Thence West on a bearing of S 88 degrees 59' 25" W a distance of 792.91 feet for a POINT OF BEGINNING; Thence continuing West of the last described course a distance of 447.09 feet; Thence West on a bearing of N 87 degrees 41' 17" W a distance of 163.12 feet; Thence North on a bearing of N 00 degrees 48' 21" W a distance of 930.95 feet; Thence Northwest on a bearing of N 25 degrees 05' 21" W a distance of 1456.31 feet to the North line of said Northeast Quarter; Thence East along the North line of said Northeast Quarter a distance of 2033.73 feet to the Northeast corner of said Northeast Quarter; Thence South along the East line of said Northeast Quarter a distance of 657.21 feet; Thence West on the bearing of S 87 degrees 41' 28" W a distance of 785.27 feet; Thence South on a bearing of S 00 degrees 17' 34" W a distance of 1595.46 feet to the POINT OF BEGINNING. Said tract contains 54.00 acres, more or less.

The above stated tracts, in aggregate, contain 64.60 acres, more or less.

- 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 \$15.00 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the30 th	day of	AUGUST	2010
by and between	DANIEL R. STECKI	EIN, a single person	
whose mailing address isone or more), and	3512 S.W. Willowbro	ook Lane, Topeka, KS 66614 tergy Partners, LLC te 700, Denver, CO 80202	hereinafter called Lessor (whether
	1515 Wynkoop, Suit	e 700, Denver, CO 80202	hereinafter called Lessee:
Lessor, in consideration of <u>Ten and Othe</u> acknowledged and of the royalties herein provided and of the apexploring by geophysical and other means, prospecting drilling, gas, water, other fluids, and air into subsurface strata, laying pip care of treat, manufacture, process, store and transport said oil, and otherwise caring for its employees, the following described to the contraction of t	mining and operating for and pro e lines, storing oil, building tanks, liquid hydrocarbons, gases and the and, together with any reversionar	ducing oil, liquid hydrocarbons, all gase power stations, telephone lines, and othe neir respective constituent products and y rights and after-acquired interest,	s, and their respective constituent products, injecting r structures and things thereon to produce, save, take other products manufactured therefrom, and housing
			described as follows to-wit:
SEE EXHIBIT "A" ATTACHED I	HERETO AND MADE	A PART HEREOF FOR PRO	OPERTY DESCRIPTION.
In Section 18 Township 14.5 accretions thereto.	South Range	_17 West and containing _	95.4 acres, more or less, and all
Subject to the provisions herein contained, this lease st liquid hydrocarbons, gas or other respective constituen pursuant to the provisions hereof. In consideration of the premises the said lessee covenant 1st. To deliver to the credit of Lessor, free of cost, in the leased premises. 2nd. To pay Lessor for gas, (including casinghead gas) one-eighth (1.8), at the market price at the well, (but, as to gas so to be less a proportionate part of the production, severance, or other gas, processing, compressing, or otherwise making any such made monthly. This lease may be maintained during the primary term by	ts and agrees: ne pipe line to which Lessee may of of whatsoever nature or kind produced by Lessee, in no event more the her excise taxes and the cost incur in gas merchantable) for the gas so	connect wells on said land, the equal one used and sold, or used of the premises, or an one-eighth (1/8) of the net proceeds rered by Lessee in delivering, treating for told, used off the premises, or in the man	eighth (1/8) part of all oil produced and saved from r used in the manufacture of any products therefrom, ceived by Lessee from such sales, such net proceeds he removal of nitrogen, helium or other impurities in ufacture of products therefrom, said payments to be
This lease may be maintained during the primary term he produced on the leased premises or on acreage pooled or unitize as operations are being continuously prosecuted on the leased priman or, hundred and twenty (120) days shall elapse between discovery of oil or gas on the leased premises or on acreage polessee commences additional drilling or reworking operations with oil or gas shall be discovered and produced as a result of succeeding pooled or unitized therewith.			
If after the primary term one or more wells on the lease well or wells are either shut in or production therefrom is not bei for a period of ninety (90) consecutive days such well or wells are per acre then covered by this lease, such payment to be made to thereafter on or before each anniversary date of this lease while to or otherwise being maintained by operations, or if production is due until the end of the next following anniversary date of this le shall render Lessee liable for the amount due, but shall not opera	premises or lands pooled or unitizing sold by Lessee, such well or we shut in or production therefrom b Lessor on or before the annivers he well or wells are shut in or probeing sold by Lessee from another ease that ecssation of such operative to terminate this lease.	ted therewith are capable of producing of alls shall nevertheless be deemed to be p is not sold by Lessee, the Lessee shall pary date of this lease next ensuing after duction therefrom is not being sold by Le well on the leased premises or lands poons or production occurs, as the case may	or gas or other substances covered hereby, but such roducing for the purpose of maintaining the lease. If y an aggregate shut-in royalty of One Dollar (\$1.00) the expiration of the said ninety (90) day period and ssee; provided that if this lease is in its primary term pled or unitized therewith, no shut-in royalty shall be be. Lessee's failure to properly pay shut-in royalty
If said lessor owns a less interest in the above described for shall be paid the said lessor only in the proportion which less	land than the entire and undivided	d fee simple estate therein, then the royal	ties (including any shut-in royalties) herein provided
Lessee shall have the right to use, free of cost, gas, oil as			from the wells of lessor.
When requested by lessor, lessee shall bury lessee's pip-	e lines below plow depth.	•	from the wells of lessor.
No well shall be drilled nearer than 200 feet to the house	e or barn now on said premises wit	hout written consent of lessor.	A Direct And Annual Revenue Annual Revenue Annual Revenue Annual Revenue Annual
Lessee shall pay for damages caused by lessee's operation			the with set
Lessee shall have the right at any time to remove all man	chinery and fixtures placed on said	premises, including the right to draw an	d 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 assignment 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 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, electricity, fuel, access or easements, or by an act of God, strike, lockout, or other industrial disturbance, act 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 textually or the remainded of the 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 terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any 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 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, 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, gas or other minerals in and under and that may be produced from said premises, such pooling or unitization to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 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 or unitized acreage. The entire acreage so pooled or unitized 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 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 shall be 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 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, reismograph explosions, magnetometer, or other geophysical or geological instruments, seeks 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.

DANIEL R. STECKLEIN

STATE OF KONSAS		
COUNTY OF SALWINEC		
The foregoing instrument was acknowledged before me this 2° By Daniel R. Stecklein ar	7th day of October	
My commission expires 12-10-12	Notary Public	
STATE OF	NOTARY PUBLIC State of Kansa ALISHA KOCI My Appt. Exp. 18 (3-)	
COUNTY OF		
The foregoing instrument was acknowledged before me thisBy		_, 20,
My commission expires	Notary Public	
COUNTY OF		
The foregoing instrument was acknowledged before me this	day of	_, 20,
My commission expires	Notary Public	
OIL AND GAS LEASE FROM TO Date Section No. of Acres County County	STATE OF COUNTY County This instrument was filed for record on the 15 This instrument was filed for record on the 15 day of Novemban 2010. at 10:00 o.clock A.m. and duly recorded in Book 758 Page 481 of the records of this office. By When recorded, return to	Samuel Gary, Jr. & Associates, Inc. 1515 Wynkoop, Suite 700, Denver, CO 80202 (Ew.)
COUNTY OF	(CE) (SE)	
The foregoing instrument was acknowledged before me this		_, 20,
a of corporati		
My commission expires	Notary Public	

Attached to and made a part of that Certain Oil and Gas Lease dated August 30th, 2010, by and between, DANIEL R. STECKLEIN, A SINGLE PERSON, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 14 SOUTH - RANGE 17 WEST

SECTION 18:

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 18, Township 14 South, Range 17 West, Ellis County, Kansas.

Less and Except: that certain tract or parcel of land estimated to contain 10.6 acres, more or less, being situated on a portion of the Northeast Quarter (NE/4) of Section 18, Township 14 South, Range 17 West, Ellis County, Kansas, more particularly described as follows: A tract of land situated on a portion of the Northeast Quarter (NE/4) of Section Eighteen (18), Township Fourteen (14) South, Range Seventeen (17) West of the 6th P.M.., Ellis County, Kansas more particularly described as follows: Beginning at the Southeast corner of said Northeast Quarter; Thence West along the South line of said Northeast Quarter a distance of 1255.5 feet; Thence North on a bearing of N 02" 23' 48" E a distance of 370.6 feet; Thence East parallel with the South line of said Northeast Quarter on a bearing of N 88°89' 25" E a distance of 1240 feet to the East line of said Northeast Quarter; Thence South along the East line of said Northeast Quarter a distance of 370 feet to the POINT OF BEGINNING and;

Less and Except: that certain tract or parcel of land estimated to contain 54.00 acres, more or less, being situated on a portion of the Northeast Quarter (NE/4) of Section 18, Township 14 South, Range 17 West, Ellis County, Kansas, more particularly described as follows: Commencing at the Southeast corner of said Northeast Quarter; Thence North along the East line of said Northeast Quarter a distance of 370 feet; Thence West on a bearing of S 88°59' 25" W a distance of 792.91 feet for a POINT OF BEGINNING; Thence continuing West of the last described course a distance of 447.09 feet; Thence West on a bearing of N 87° 41' 17" W a distance of 163.12 feet; Thence North on a bearing of N 00° 48' 21" W a distance of 930.95 feet; Thence Northwest on a bearing of N 25° 05' 21" W a distance of 1456.31 feet to the North line of said Northeast Quarter; Thence East along the North line of said Northeast Quarter a distance of 2033.73 feet to the Northeast corner of said Northeast Quarter; Thence South along the East line of said Northeast Quarter a distance of 657.21 feet; Thence West on a bearing of S 87° 41' 28" W a distance of 785.27 feet; Thence South on a bearing of S 00° 17' 34" W a distance of 1595.46 feet to the POINT OF BEGINNING.

Leaving a balance of <u>95.4</u> acres, more or less.

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.

- 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 \$15.00 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.

by and between

AGREEMENT, Made and entered into the 30th

OIL AND GAS LEASE

day of

AUGUST

2010

by and between			CHERY	L L. EDEN.	, a single perso	on		
	-							
whose mailing	address is		2113 Sq	uire Street,	Longmont, CC	80501	hereinafte	r called Lessor (whether one or
more), and			High !	<u>Plains Energ</u>	<u>y Partners, LI</u>	<u>.C </u>		
			1515 W	/ynkoop, Su	ite 700, Denv	er, CO 80202		hereinafter called Lessee:
exploring by ge gas, water, othe care of treat, m and otherwise of	and of the royalties cophysical and other fluids, and air int anufacture, proces aring for its emplo	s herein provided a er means, prospecti to subsurface strata s, store and transp yees, the following	nd of the agreements of the ing drilling, mining and op , laying pipe lines, storing ort said oil, liquid hydroca ; described land, together v	e lessee herein of erating for and p oil, building tank arbons, gases and with any reversion	ontained, hereby gra producing oil, liquid as, power stations, to their respective con ary rights and after-	nts, leases and lets exclushydrocarbons, all gases, a lephone lines, and other sastituent products and other acquired interest,	sively unto lessee and their respective tructures and thing er products manuf	paid, receipt of which is hereby for the purpose of investigating, e constituent products, injecting is thereon to produce, save, take actured therefrom, and housing
herein situated	in County of	Elli	S State o	f	K	ansas		_ described as follows to-wit:
			CHED HERETO					
In Section	18 to.	Township	14 South	Range	17 West	and containing	95.4	acres, more or less, and all
In cons	sideration of the produced deliver to the creatises.	s nereor. omises the said less dit of Lessor, free o	see covenants and agrees: of cost, in the pipe line to	which Lessee ma	y connect wells on s	aid land, the equal one-e	ghth (1/8) part of	") and as long thereafter as oil, to therwise maintained in effect all oil produced and saved from
2nd. To one-eighth (1/8) to be less a project the gas, process made monthly.	o pay Lessor for ga), at the market pri portionate part of the sing, compressing,	as, (including casing ce at the well, (but, he production, seve or otherwise maki	ghead gas) of whatsoever is as to gas sold by Lessee, wance, or other excise taxeng any such gas merchant	nature or kind proin no event more s and the cost incable) for the gas	oduced and sold, or than one-eighth (1/8 curred by Lessee in a sold, used off the p	used off the premises, or used off the net proceeds receively of the net proceeds receivering, treating for the remises, or in the manufacture.	ised in the manufa- ived by Lessee fro removal of nitrog acture of products	cture of any products therefrom, m such sales, such net proceeds an, helium or other impurities in therefrom, said payments to be
This le produced on the as operations are than one hundre discovery of oil Lessee commer If oil or gas sha acreage pooled	ase may be mainta e leased premises of the being continuous ed and twenty (12 lor gas on the lear nees additional dril all be discovered a or unitized therew.	ined during the print or on acreage pooles by prosecuted on the control of days shall elapsed premises or on ling or reworking cond produced as a rith.	mary term hereof without it and or unitized therewith but he leased premises or on as se between the completion acreage pooled or unitize operations within one hund esult of such operations, it	further payment of t Lessee is then a creage pooled or n or abandonmen d therewith, the p lived and twenty (his lease shall co	or drilling operations engaged in drilling, a unitized therewith; a unitized to one well and to oroduction should or 120) days from the ontinue in full force	. If at the expiration of the cworking operations then not operations shall be con the beginning of operation are from any cause after late of cessation of produce and effect so long as oil of the control of the cont	e primary term of eon, then this leas usidered to be confused for the drilling the primary term, ction or from the corfus as is produced	this lease, oil or gas is not being shall continue in force so long inuously prosecuted if not more of a subsequent well. If after this lease shall not terminate if ate of completion of a dry hole, from the leased premises or on
If after well or wells ar for a period of a per acre then of thereafter on or or otherwise be due until the en shall render Les	the primary term of e either shut in or primary (90) consectivered by this least before each anniving maintained by d of the next followsee liable for the a	one or more wells of production therefro utive days such well e, such payment to ersary date of this l operations, or if pr wing anniversary d mount due, but sha	on the lease premises or lam is not being sold by Les il or wells are shut in or probe made to Lessor on or ease while the well or well oduction is being sold by I atte of this lease that cessat il not operate to terminate	nds pooled or uni see, such well or oduction therefro before the annive is are shut in or p essee from anoth ion of such opera this lease.	tized therewith are c wells shall neverthem is not sold by Les ersary date of this le roduction therefrom her well on the lease ations or production	apable of producing oil of eless be deemed to be pro- see, the Lessee shall pay ase next ensuing after the is not being sold by Less d premises or lands poole occurs, as the case may be	r gas or other subs lucing for the purp an aggregate shut- expiration of the ee; provided that is d or unitized there e. Lessee's failure	tances covered hereby, but such tose of maintaining the lease. If in royalty of One Dollar (\$1.00) said ninety (90) day period and f this lease is in its primary term with, no shut-in royalty shall be to properly pay shut-in royalty
								nut-in royalties) herein provided
Lessee	shall have the righ	nt to use, free of cos	st, gas, oil and water produ	ced on said land	for lessee's operatio	n thereon, except water fr	om the wells of les	sor. OK
			lessee's pipe lines below p		-	-		sor.
No we	ll shall be drilled n	earer than 200 feet	to the house or barn now o	on said premises v	without written cons	ent of lessor.		KK.
Lessee	shall pay for dama	ages caused by less	ee's operations to growing	crops on said lan	nd.			RH
Lessee	shall have the righ	nt at any time to ren	nove all machinery and fix	tures placed on s	aid premises, includ	ing the right to draw and i	emove casing.	717 - 1071 md, 1838.
								extend to their heirs, executors,

dministrators, 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 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 ortions 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 e 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, fiel, access or easements, or by an act of God, strike, lockout, or other industrial disturbance, act 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 terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any 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 ortgages, 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 emselves 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 mestead 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, gas or other minerals in and under and that may be produced from said premises, such pooling or unitization to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of a noil 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 country 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 acreage, and the 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 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 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 write

Cheryl L. Clen

STATE OF COLORADO EL SOTARIO		
COUNTY OF Bouldar		
The foregoing instrument was acknowledged before medias Cale By Cheryl L. Eden and Cheryl	day of	_, 2010,
My commission expires 7.24.14	Musay Sooro	
STATE OF		
COUNTY OF		
The foregoing instrument was acknowledged before me thisBy		_, 20,
My commission expires STATE OF	Notary Public	
COUNTY OF		
The foregoing instrument was acknowledged before me this	day of	_, 20,
My commission expires	Notary Public	
OIL AND GAS LEASE FROM TO Date Section Twp. Term County County	STATE OF SOUR SOUR County County County This instrument was filed for record on the LS This instrument was filed for record on the LS This instrument was filed for record on the LS This instrument was filed for recorded on the LS This instrument was filed for recorded or choice Repaired Deeds. By Elb. OO Repaired Deeds. When recorded, return to	Samuel Gary, Jr. & Associates, Inc. 1515 Wynkoop, Suite 700, Denver, CO 80202 SMJ. And Angelian Samuels
The foregoing instrument was acknowledged before me this	day of	, 20 ,
My commission expires		

Notary Public

Attached to and made a part of that Certain Oil and Gas Lease dated August 30th, 2010, by and between, CHERYL L. EDEN, A SINGLE PERSON, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 14 SOUTH - RANGE 17 WEST

SECTION 18:

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 18, Township 14 South, Range 17 West, Ellis County, Kansas.



Less and Except: that certain tract or parcel of land estimated to contain 10.6 acres, more or less, being situated on a portion of the Northeast Quarter (NE/4) of Section 18, Township 14 South, Range 17 West, Ellis County, Kansas, more particularly described as follows: A tract of land situated on a portion of the Northeast Quarter (NE/4) of Section Eighteen (18), Township Fourteen (14) South, Range Seventeen (17) West of the 6th P.M.., Ellis County, Kansas more particularly described as follows: Beginning at the Southeast corner of said Northeast Quarter; Thence West along the South line of said Northeast Quarter a distance of 1255.5 feet; Thence North on a bearing of N 02" 23' 48" E a distance of 370.6 feet; Thence East parallel with the South line of said Northeast Quarter on a bearing of N 88°89' 25" E a distance of 1240 feet to the East line of said Northeast Quarter; Thence South along the East line of said Northeast Quarter a distance of 370 feet to the POINT OF BEGINNING and;

Less and Except: that certain tract or parcel of land estimated to contain 54.00 acres, more or less, being situated on a portion of the Northeast Quarter (NE/4) of Section 18, Township 14 South, Range 17 West, Ellis County, Kansas, more particularly described as follows: Commencing at the Southeast corner of said Northeast Quarter; Thence North along the East line of said Northeast Quarter a distance of 370 feet; Thence West on a bearing of S 88°59' 25" W a distance of 792.91 feet for a POINT OF BEGINNING; Thence continuing West of the last described course a distance of 447.09 feet; Thence West on a bearing of N 87° 41' 17" W a distance of 163.12 feet; Thence North on a bearing of N 00° 48' 21" W a distance of 930.95 feet; Thence Northwest on a bearing of N 25° 05' 21" W a distance of 1456.31 feet to the North line of said Northeast Quarter; Thence East along the North line of said Northeast Quarter a distance of 2033.73 feet to the Northeast corner of said Northeast Quarter; Thence South along the East line of said Northeast Quarter a distance of 657.21 feet; Thence West on a bearing of S 87° 41' 28" W a distance of 785.27 feet; Thence South on a bearing of S 00° 17' 34" W a distance of 1595.46 feet to the POINT OF BEGINNING.

Leaving a balance of <u>95.4</u> acres, more or less.

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.

- 1. The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- 2. Lessee shall bury and maintain all pipelines below ordinary plow depth (36").
- Lessee shall pay all damages, caused by Lessee's operations hereunder to crops, including grass, and restore as nearly as practical, said premises to the same conditions and contour as previously existed, upon termination of this lease.
- 4. Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee, in total, on or before the expiration date of lease by paying and delivering to Lessor at the above address, the sum of \$15.00 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.

OIL AND GAS LEASE

							_		
AGREEM	ENT, Made and entered	into the	30 th	·	day of	AUGUS	T		2010
by and between			<u>L</u>	INDA M.	SANDE	R, wife of Ro	bert Sander		
whose mailing addre	ess is		1	615 Long High P	horn Driv	e, Garden Ci	ty, Kansas 67846	5hereins	after called Lessor (whether one
				1515 Wyr	koop, Su	ite 700, Deny	ver, CO 80202		hereinafter called Lessee:
Lessor, in of acknowledged and of exploring by geophy gas, water, other flu care of treat, manuf	consideration of of the royalties herein pysical and other means, ids, and air into subsuri	Ten and provided and prospecting face strata, land transport	of the agreen drilling, minitarying pipe line said oil, liqui	aluable Conents of the lesting and operates, storing oil, id hydrocarbor	onsiderations see herein coing for and publishing tank	Ons ontained, hereby groducing oil, liquid s, power stations, their respective or	Dollars (\$ 1 rants, leases and lets ex. I hydrocarbons, all gase telephone lines, and othe postiment products and	0.00) in hand p clusively unto lessee f es, and their respective	paid, receipt of which is hereby or the purpose of investigating, constituent products, injecting s thereon to produce, save, take actured therefrom, and housing
herein situated in Co	ounty of	Ellis		State of		K	Cansas		_ described as follows to-wit:
							EREOF FOR PR		
									acres, more or less, and all
Subject to t	the provisions herein co ocarbons, gas or other the provisions hereof.	ontained, this respective or	s lease shall re onstituent pro-	emain in force ducts, or any	for a term of of them, is pr	f <u>Three (3)</u> roduced from said	years from this date land or land pooled the	(called "primary term rewith or this lease is	") and as long thereafter as oil, otherwise maintained in effect
In consider	ation of the premises th	e said lessee	covenants and	d agrees:					
1st. To deli the leased premises.	ver to the credit of Les	sor, free of o	cost, in the pip	e line to whic	h Lessee may	y connect wells on	said land, the equal one	e-eighth (1./8) part of a	all oil produced and saved from
2nd. To pay one-eighth (1/8), at to be less a proportion the gas, processing, made monthly.	A Lessor for gas, (include the market price at the conate part of the product compressing, or other	ling casinghowell, (but, as tion, several wise making	ead gas) of what to gas sold by ace, or other early such gas	natsoever natur y Lessee, in no xcise taxes an merchantable	re or kind pro o event more d the cost inc e) for the gas	duced and sold, or than one-eighth (1/ urred by Lessee in sold, used off the	used off the premises, (8) of the net proceeds r delivering, treating for premises, or in the mar	or used in the manufaceceived by Lessee from the removal of nitrogenufacture of products to	ture of any products therefrom, m such sales, such net proceeds n, helium or other impurities in therefrom, said payments to be
This lease r produced on the leas as operations are beinthan one hundred a discovery of oil or g Lessee commences: If oil or gas shall be acreage pooled or un	nay be maintained during the premises of on acressing continuously prosecuted twenty (120) days as on the leased premised ditional drilling or readiscovered and productived therewith.	ng the prima age pooled of outed on the shall elapse ses or on ac working ope ced as a resu	ry term hereof or unitized the leased premise between the c reage pooled rations within alt of such ope	f without furth crewith but Le es or on acreas completion compositive or unitized the one hundred erations, this l	er payment or ssee is then e ge pooled or u abandonmen erewith, the p and twenty (I case shall con	r drilling operation ngaged in drilling, unitized therewith; t of one well and roduction should of (20) days from the ntinue in full force	s. If at the expiration of reworking operations that operations shall be the beginning of operates from any cause at date of cessation of programd effect so long as continuous.	f the primary term of thereon, then this lease considered to be continuous for the drilling term, duction or from the drilling as is produced to gas is produced.	his lease, oil or gas is not being shall continue in force so long nuously prosecuted if not more of a subsequent well. If after this lease shall not terminate if ate of completion of a dry hole from the leased premises or on
If after the well or wells are eith for a period of ninet per acre then covere thereafter on or befor or otherwise being not until the end of shall render Lessee !	primary term one or moner shut in or production (90) consecutive days do by this lease, such piere each anniversary data aintained by operation the next following annius lable for the amount du	ore wells on in therefrom a such well of ayment to be see of this less s, or if producersary date to, but shall it	the lease premise not being so wells are shown and to Lesse while the working of this lease to to perate to	nises or lands pold by Lessee, it in or products sor on or before ell or wells are sold by Lesse that cessation terminate this	pooled or unit such well or stion therefron re the annive e shut in or pr ee from anoth of such opera lease.	tized therewith are wells shall neverth in is not sold by Le reary date of this l roduction therefron her well on the leas tions or production	capable of producing or eless be deemed to be p ssee, the Lessee shall p ease next ensuing after n is not being sold by L ed premises or lands po n occurs, as the case ma	il or gas or other subst producing for the purpor ay an aggregate shut-in the expiration of the sessee; provided that if oled or unitized therevy be. Lessee's failure	ances covered hereby, but such ose of maintaining the lease. If n royalty of One Dollar (\$1.00) said ninety (90) day period and this lease is in its primary term with, no shut-in royalty shall be to properly pay shut-in royalty
If said lesso	or owns a less interest in said lessor only in the p	the above o	described land	than the entir	e and undivid	led fee simple estat	te therein, then the roya	lties (including any sh	ut-in royalties) herein provided
							on thereon, except water	r from the wells of less	sor.
When reque	ested by lessor, lessee s	hall bury les	see's pipe line	s below plow	depth.				RK
No well sha	ll be drilled nearer than	200 feet to	the house or b	arn now on sa	id premises v	vithout written con	sent of lessor.		CMA
Lessee shal	l pay for damages cause	ed by lessee'	s operations to	growing crop	os on said lan	d.			inter as FIII)
Lessee shal	l have the right at any t	ime to remov	ve all machine	ry and fixtures	s placed on sa	id premises, includ	ling the right to draw an	nd remove casing.	70 m. July
If the estate administrators, succe a written transfer or portions arising subs	e of either party hereto essors or assigns, but no assignment or a true o equent to the date of as	is assigned change in to copy thereof. ssignment.	, and the priv he ownership In case lesse	ilege of assig of the land or e assigns this	ning in whol assignment o lease, in who	e or in part is exp frentals or royaltie de or in part, lesse	eressly allowed, the covers shall be binding on the shall be relieved of a	venants hereof shall en the lessee until after the ll obligations with res	xtend to their heirs, executors, lessee has been furnished with pect to the assigned portion or
Lessee may lease as to such port	at any time execute an ion or portions and be r	d deliver to l elieved of al	lessor or place I obligations a	of record a re s to the acreas	lease or relea se surrendered	ses covering any p 1.	ortion or portions of the	above described prem	nises and thereby surrender this
All avarage	or implied covenants of	fthin lacca o	hall be aubice	t to all Eadams	l and State T -	Enganting Oni	lone Dules on Description		

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orderc, 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, electricity, fitel, access or easements, or by an act of God, strike, lockout, or other industrial disturbance, act 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 terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any 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 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, 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, gas or other minerals in and under and that may be produced from said premises, such pooling or unitization to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or 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 40 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 or unitized acreage. The entire acreage so pooled or unitized acreage, it 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 had from this lease, whether the viell or well be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor 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 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.

LINDA M. SANDER

ROBERT SANDER, husband of Linda M. Sander

BOOK 759 PAGE 828

STATE OF AMAIN	
COUNTY OF FINNLY	
The foregoing instrument was acknowledged before me this day of day of day of	, 2010
By Linda M. Sander and Robert Scinder	
My commission expires 2/23/2012 Yall Notary Public	
STATE OF DIANE N. HALL OFFICIAL MY COMMISSION EXPIRES 2/23/2/0/7	
COUNTY OF	
The foregoing instrument was calmovaled and before weathing	
The foregoing instrument was acknowledged before me this day of	, 20
My commission expires	
Notary Public	
STATE OF	
COUNTY OF	
The foregoing instrument was acknowledged before me this day of	20
By	, 20,
My commission expires	
Notary Public 75)
Date JO Section TO TO No. of Acres No. of Acres This instrument was filed for recorded in Book TESS Any of December. This instrument was filed for recorded in Book TESS Any of December. Relief of December.	Samuel Gary, Jr. & Associates, Inc. 1515 Wynkoop, Suite 700, Denver, CO 80202
he foregoing instrument was acknowledged before me this day of,	20,
yof	
corporation, on behalf of the corporation.	
fy commission expires	

Notary Public

Attached to and made a part of that certain Oil and Gas Lease dated August 30, 2010, by and between, LINDA M. SANDER, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 14 SOUTH - RANGE 17 WEST

SECTION 18:

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 18, Township 14 South, Range 17 West, Ellis County, Kansas.

Less and Except: that certain tract or parcel of land estimated to contain 10.6 acres, more or less, being situated on a portion of the Northeast Quarter (NE/4) of Section 18, Township 14 South, Range 17 West, Ellis County, Kansas, more particularly described as follows: A tract of land situated on a portion of the Northeast Quarter (NE/4) of Section Eighteen (18), Township Fourteen (14) South, Range Seventeen (17) West of the 6th P.M..., Ellis County, Kansas more particularly described as follows: Beginning at the Southeast corner of said Northeast Quarter; Thence West along the South line of said Northeast Quarter a distance of 1255.5 feet; Thence North on a bearing of N 02" 23' 48" E a distance of 370.6 feet; Thence East parallel with the South line of said Northeast Quarter on a bearing of N 88°89' 25" E a distance of 1240 feet to the East line of said Northeast Quarter; Thence South along the East line of said Northeast Quarter a distance of 370 feet to the POINT OF BEGINNING and;

Less and Except: that certain tract or parcel of land estimated to contain 54.00 acres, more or less, being situated on a portion of the Northeast Quarter (NE/4) of Section 18, Township 14 South, Range 17 West, Ellis County, Kansas, more particularly described as follows: Commencing at the Southeast corner of said Northeast Quarter; Thence North along the East line of said Northeast Quarter a distance of 370 feet; Thence West on a bearing of S 88°59' 25" W a distance of 792.91 feet for a POINT OF BEGINNING; Thence continuing West of the last described course a distance of 447.09 feet; Thence West on a bearing of N 87° 41' 17" W a distance of 163.12 feet; Thence North on a bearing of N 00° 48' 21" W a distance of 930.95 feet; Thence Northwest on a bearing of N 25° 05' 21" W a distance of 1456.31 feet to the North line of said Northeast Quarter; Thence East along the North line of said Northeast Quarter a distance of 2033.73 feet to the Northeast corner of said Northeast Quarter; Thence South along the East line of said Northeast Quarter a distance of 657.21 feet; Thence West on a bearing of S 87° 41' 28" W a distance of 785.27 feet; Thence South on a bearing of S 00° 17' 34" W a distance of 1595.46 feet to the POINT OF BEGINNING.

Leaving a balance of <u>95.4</u> acres, more or less.

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 \$15.00 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.

BOOK 759 PAGE 830

OIL AND GAS LEASE

		OILA	ND GA	O LLASI	-	
AGREEMENT, Made and en	tered into the 25 th		day of	May	,	2010
by and between	<u> </u>	Cheryl L. I	Eden, a sing	le women		
whose mailing address is called Lessor (whether one or more).		2113 Squir	e Street, Lo	ngmont, CO 80	501	hereinafter
and		High Plains	s Energy Pa	rtners, LLC		
		1515 Wynl	koop, Suite	700, Denver, C	O 80202	hereinafter called Lessee:
acknowledged and of the royalties he exploring by geophysical and other m gas, water, other fluids, and air into st care of treat, manufacture, process, st and otherwise caring for its employee	rein provided and of the teans, prospecting drillin absurface strata, laying p tore and transport said o s, the following describes	agreements of the le g, mining and operation pe lines, storing oil, l, liquid hydrocarbo i land, together with	essee herein conti ting for and prod building tanks, p ns, gases and the any reversionary	ained, hereby grants, lucing oil, liquid hydro bower stations, telepho eir respective constitu- rights and after-acqui	eases and lets exclusively ocarbons, all gases, and to one lines, and other struct ent products and other praired interest,	in hand paid, receipt of which is hereby y unto lessee for the purpose of investigating, heir respective constituent products, injecting ures and things thereon to produce, save, take roducts manufactured therefrom, and housing
herein situated in County of	Ellis	State of		Kansa	as	described as follows to-wit:
SEE EXHIBIT '	'A" ATTACHED	HERETO AN	ID MADE A	A PART HERE	OF FOR PROPE	RTY DESCRIPTION.
In Section17 accretions thereto.	_Township	14 South	Range	17 West	and containing	240.00 acres, more or less, and all
Subject to the provisions her liquid hydrocarbons, gas or o pursuant to the provisions her	ein contained, this lease other respective constitue eof.	shall remain in force ont products, or any	e for a term of _ of them, is produ	Three (3) yeauced from said land o	rs from this date (called r land pooled therewith o	"primary term") and as long thereafter as oil, or this lease is otherwise maintained in effect
In consideration of the premi-	ses the said lessee coven:	ints and agrees:				
me teased premises.						(1/8) part of all oil produced and saved from
						in the manufacture of any products therefrom, by Lessee from such sales, such net proceeds oval of nitrogen, helium or other impurities in e of products therefrom, said payments to be
This lease may be maintained produced on the leased premises or or as operations are being continuously than one hundred and twenty (120) discovery of oil or gas on the leased Lessee commences additional drilling if oil or gas shall be discovered and pacreage pooled or unitized therewith.	I during the primary term a acreage pooled or uniti recounted on the leased lays shall elapse betwee premises or on acreage p or reworking operations produced as a result of si	hereof without furth zed therewith but Le premises or on acrea n the completion or cooled or unitized the within one hundred ach operations, this h	ner payment or di ssee is then enging per pooled or unitally abandonment of erewith, the proton and twenty (120 lease shall continuate the proton of the payment of the pay	rilling operations. If a aged in drilling, reword ized therewith; and of one well and the bluction should cease of a days from the date of the in full force and e	t the expiration of the pri- king operations thereon, perations shall be conside- genuing of operations for from any cause after the particular form any cause after the particular of fects of long as oil or ga-	mary term of this lease, oil or gas is not being then this lease shall continue in force so long red to be continuously prosecuted if not more or the drilling of a subsequent well. If after primary term, this lease shall not terminate if or from the date of completion of a dry hole. s is produced from the leased premises or on

If after the primary term one or more wells on the lease premises or lands pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be decimed to be producing for the purpose of maintaining the lease. If for a period of ninety (90) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, the Lessee shall pay an aggregate shut-in royalty of One Dollar (\$1.00) per acre then covered by this lease, such payment to be made to Lessor on or before the anniversary date of this lease next ensuing after the expiration of the said ninety (90) day period and thereafter on or before each anniversary date of this lease while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is in its primary term or otherwise being maintained by operations, or if production is being sold by Lessee from another well on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the end of the next following anniversary date of this lease that cessation of such operations or production occurs, as the case may be. Lessee's failure to properly pay shut-in royalty shall read Lessee liable for the amount due, but shall not operate to terminate this lease.

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

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 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 therevith, 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, etcicity, fuel, access or easements, or by an act of God, strike, lockout, or other industrial disturbance, act 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 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 be liable for breach of any 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 mortgages, taxes or other lieus on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessor 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 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, gas or other minerals in and under and that may be produced from said premises, such pooling or unitization to be of tracts contiguous to one another and to be into a unit or units not exceeding 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 or unitized acreage. The entire acreage so pooled or unitized in a tract or unit shall be treated, so 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 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 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.

ROOK 745 PAGE 662

Cheryl K. Ellen

PK

R.

STATE OF Colorado	2		
COUNTY OF Boulds	Ĺ		
The foregoing instrument was by Sylven	acknowledged before me this	7th day of June	, 2010
My commission expires <u>O</u> 4	OT DO 13 LA A. F.	Cecilia a Notary Public	Sloves
STATE OF	STATE OF COLO		
COUNTY OF			
The foregoing instrument was a	cknowledged before me this	day of	, 2010,
My commission expires			
		Notary Public	3 -
		1-	Company of the Compan
OIL AND GAS LEASE FROM TO	Date Section Twp. Rge. No. of Acres County	STATE OF Kaudaaa Solia This instrument was filed for record on the AS at 10:00 octock A., and duly recorded in Book 745 Page 62 of	Samuel Gary, Jr. & Associates, Inc. 1515 Wynkoop, Suite 700, Denver, CO 80202
STATE OF		STATE OF OR DE CO	
COUNTY OF			
The foregoing instrument was ac by	of	· · · · · · · · · · · · · · · · · · ·	
My commission expires		tion, on behalf of the corporat	ion.

Notary Public

BOOK 745 PAGE 663

Attached to and made a part of that Certain Oil and Gas Lease dated May 25, 2010, by and between, CHERYL L. EDEN, A SINGLE WOMAN, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 14 SOUTH - RANGE 17 WEST

SECTION 17:

That certain tract or parcel of land estimated to contain 240.00 acres, more or less, and being described as the South Half of the Northwest Quarter (S/2 of the NW/4) and the Southwest Quarter (SW/4) of Section 17, Township 14 South, Range 17 West, Ellis County, Kansas.

ADDITIONAL TERMS AND PROVISIONS:

- 1. The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- 2. Lessee shall bury and maintain all pipelines below ordinary plow depth (36").
- Lessee shall pay all damages, caused by Lessee's operations hereunder to crops, including grass, and restore as nearly as practical, said premises to the same conditions and contour as previously existed, upon termination of this lease.
- 4. Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee, in total, on or before the expiration date of lease by paying and delivering to Lessor at the above address, the sum of \$15.00 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.

BOOK 745 PAGE 664

OIL AND GAS LEASE

of all oil 1 eighth (1/8) part said land, of cost, in the pipe line to 1st. To deliver to the credit of Lessor, free the leased premises.

2nd. To pay Lessor for gas, (including casinghead gas) of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (18), at the market price at the well, (but, as to gas sold by Lessee, in no event more than one-eighth (18) of the net proceeds received by Lessee from such sales, such net proteceds to be less a production, severance, or other excise taxes and the cost incurred by Lessee in delivering, treating for the removal of nitrogen, helium or other impurities in the gas, processing, compressing, or otherwise making any such gas merchantable) for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, reworking operations thereon, then this lease shall continue in force so long as operations stall be considered to be orininusly prosecuted in tou more than one hundred and twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after the sease commences additional drilling or envoyching operations within one hundred and twenty (120) days shall be completion or adverted the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred and twenty (120) days from the date of cossition or from the date of completion of a dry hole, if it oil or gas shall be discovered and produced as a result of such operations, this lease shall continue in full force and effect so long as oil or gas is produced from the leased premises or on acreage pooled or unitized therewith.

If after the primary term one or more wells on the lease premises or lands pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining the lease. If the a period of minety (90) conscentive days such well or wells are shut in or production therefrom is not sold by Lessee, the Lessee shall pay an aggregate state-in royality of Cho. Dollar (\$1.00) per acre then covered by this lease, such payment to be made to Lessor on or before the amiversary date of this lease next rensuing after the expiration of the said ninety (90) day period and or otherwise being maintained by operations, or if production is being sold by Lessee from another well on the leased premises or lands pooled or unitized therewith, no shut-in royality shall be due until the end of the next following amiversary date of this lease that essation of such operations or production occurs, as the case may be. Lessee's failure to properly pay sfult-in royality shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

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

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

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

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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 theirs, executors, administrators or assigns, but no change in the ownership of the land or assignment of rentals or royaltres 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 assignment.

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 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 sease 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 perspection of well-space covered bereby. When diffining, reworking, production or other operations or obligations ander this lease are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public rod, lightening, free, storm, flood or other act or nature, explosion, governmental delay, restraint or inaction, or by inability to obtain a satisfactory market for production, or purposes or carriers to the read above or otherwise, which is not reasonably within control of Lessee, this lease shall not be table for breach of any 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 an 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 themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead m 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, unitize or combine the acreage covered by this lease or any portion thereof with other land, lease or lesses 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, as or other minerals in and under and that may be produced from said premises, such pooling or unitization to be of thats configuous to one another and to be 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 herent lessed is stuated an instrument identifying and describing the pooled or unitized acreage. The entire acreage so pooled or unitized into a tract or unit shall 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. If production is found on the pooled or unitized acreage, it shall receive on production from the acreage to expect the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor 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 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 exchasive 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 soil securing geological and geophysical information. All information obtained by Lessee as at seast of such activity shall be the exclusive property of Lessee, and Lessee herein agree that a portion of the consideration paid herein is for advance payment of usual and enstormary damages associated with seismograph operations (e. circle 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.

Tobet Aander

6 5 6

LINDA M. SANDER, wife of Robert Sander

. day of [[]ay , 2010,	Berzenis S. Collein.	day of, 2010,	blic	County This instrument was filed for record on the day of the cordect Am, and duly recorded in Book THS Page DSC of the recorded of this office. By Register oddeds. Samuel Gary, Jr. & Associates, Inc. Samuel Gary, Jr. & Associates, Inc. 1515 Wynkoop, Suite 700, Denver, CO 80202		of day of, 2010, of corporation, on behalf of the corporation.
25	16 AOLL BENJAMIN COLVIN STATE OF YANSHADUL	knowledged before me this	TON SANSAS SUPER	Date Section Twp. Ree No. of Acres County County		was acknowledged before me this d of
COUNTY OF AMES	ssion expires Ne.	STATE OF COUNTY OF The foregoing instrument was ac	My commission expires	OIL AND GAS LEASE	STATE OF	The foregoing instrument was acl bya

STATE OF LA

BOOK 745 PAGE 657

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Attached to and made a part of that Certain Oil and Gas Lease dated May 25, 2010, by and between, LINDA M. SANDER, WIFE OF ROBERT SANDER, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 14 SOUTH - RANGE 17 WEST

SECTION 17:

That certain tract or parcel of land estimated to contain 240.00 acres, more or less, and being described as the South Half of the Northwest Quarter (S/2 of the NW/4) and the Southwest Quarter (SW/4) of Section 17, Township 14 South, Range 17 West, Ellis County, Kansas.

- The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- Lessee shall bury and maintain all pipelines below ordinary plow depth (36"). ri
- 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
- 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 provided, it shall be considered for all purposes as though this lease originally provided for a term of In the event Lessee exercises this option, Should this option be exercised as herein address, the sum of \$15.00 per acre covered by the lease. Lessee must renew all acreage covered by this lease. 4

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

Denver, Colorado 80202 office: 303-831-4673; fax: 303-863-7285

WELL NAME: ROSENBOOM ET AL 1-18

LOCATION: 2310 FNL / 130 FEL Sec. 18-14S-17W ELLIS COUNTY

SURFACE OWNER: Sherry E. Rosenboom

1053 Toulon Ave Hay, KS 67601 Linda M. Sander 1615 Longhorn Dr. Garden City, KS 67846

R 17 W ESTIMATED LOCATION OF FLOW LINES PROPOSED WELL LOCATION **ESTIMATED LOCATION OF ELECTRICAL LINES ESTIMATED LEASE ROAD ESTIMATED LOCATION OF TANK BATTERY**