

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

1085029

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

NOTICE OF INTENT TO DRILL

| Expected Spud Date: | Spot Description: |
|--|---|
| monun day year | Sec Twp S. R DE \[\bigcup_{\lambda} \text{V} |
| DPERATOR: License# | feet from N / S Line of Section |
| lame: | feet from E / W Line of Section |
| ddress 1: | Is SECTION: Regular Irregular? |
| ddress 2: | (Note: Locate well on the Section Plat on reverse side) |
| State: | County: |
| ontact Person: | Lease Name: Well #: |
| hone: | Field Name: |
| ONTRACTOR: License# | Is this a Prorated / Spaced Field? |
| lame: | Target Formation(s): |
| Well Drilled For: Well Class: Type Equipment: | Nearest Lease or unit boundary line (in footage): |
| | Ground Surface Elevation:feet MS |
| Oil Enh Rec Infield Mud Rotary | Water well within one-quarter mile: |
| Gas Storage Pool Ext. Air Rotary Disposal Wildcat Cable | Public water supply well within one mile: |
| Seismic ; # of Holes Other | Depth to bottom of fresh water: |
| Other: | Depth to bottom of usable water: |
| | Surface Pipe by Alternate: I III |
| If OWWO: old well information as follows: | Length of Surface Pipe Planned to be set: |
| Operator: | Length of Conductor Pipe (if any): |
| Well Name: | Projected Total Depth: |
| Original Completion Date: Original Total Depth: | |
| | Water Source for Drilling Operations: |
| Directional, Deviated or Horizontal wellbore? | Well Farm Pond Other: |
| Yes, true vertical depth: | DWR Permit #: |
| Sottom Hole Location: | (Note: Apply for Permit with DWR) |
| CCC DKT #: | Will Cores be taken? |
| | If Yes, proposed zone: |
| ΔF | FIDAVIT |
| The undersigned hereby affirms that the drilling, completion and eventual pli | |
| is agreed that the following minimum requirements will be met: | agging of the won win comply with the action to our coq. |
| | |
| | |
| Notify the appropriate district office <i>prior</i> to spudding of well; | n drilling rig: |
| Notify the appropriate district office <i>prior</i> to spudding of well; A copy of the approved notice of intent to drill <i>shall be</i> posted on each | 5 <i>5</i> , |
| Notify the appropriate district office <i>prior</i> to spudding of well; | by circulating cement to the top; in all cases surface pipe shall be set |
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Side Two



| 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: __

| Lease: | | | | | | | | | feet from N / S Line of Section |
|--------------------|------|--|--|------------|-------------|------------------|----------|---------------------------------------|--|
| Well Numb | er: | | | | | | | | feet from E / W Line of Section |
| Field: | | | | | | | _ s | ec | Twp S. R |
| Number of QTR/QTR/ | | | | | | | _ | Section: | Regular or Irregular |
| | | | | | | | | ection corn | er used: NE NW SE SW |
| | SI | how location | on of the w | vell. Show | footage to | the neare | PLAT | or unit boun | ndary line. Show the predicted locations of |
| | | nds, tank b | | | d electrica | l lines, as | required | | sas Surface Owner Notice Act (House Bill 2032). |
| | | : | : | : | | : | : | : | LEGEND |
| | | | ······································ | : | | : : : | | · · · · · · · · · · · · · · · · · · · | O Well Location Tank Battery Location |
| | •••• | | | : | ••••• | | : | | Pipeline Location Electric Line Location Lease Road Location |
| 1050 ft | | | : | : | | | | | EXAMPLE : : |
| 1050 II | | <u>: </u> | : : : | 2 | 20 | : : : : | : | : | - |
| | | : | : | : | | : | : | : : | |
| | | : | : : | : | | : : : | : | : | 1980' FSL |
| | | : | : | : | | : : | : : | : | |
| | | : | : | | | : | : | | |

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

- 1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
- 2. The distance of the proposed drilling location from the south / north and east / west outside section lines.

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

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



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

085029

Form CDP-1 May 2010 Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

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



Kansas Corporation Commission Oil & Gas Conservation Division

1085029

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

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

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

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

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

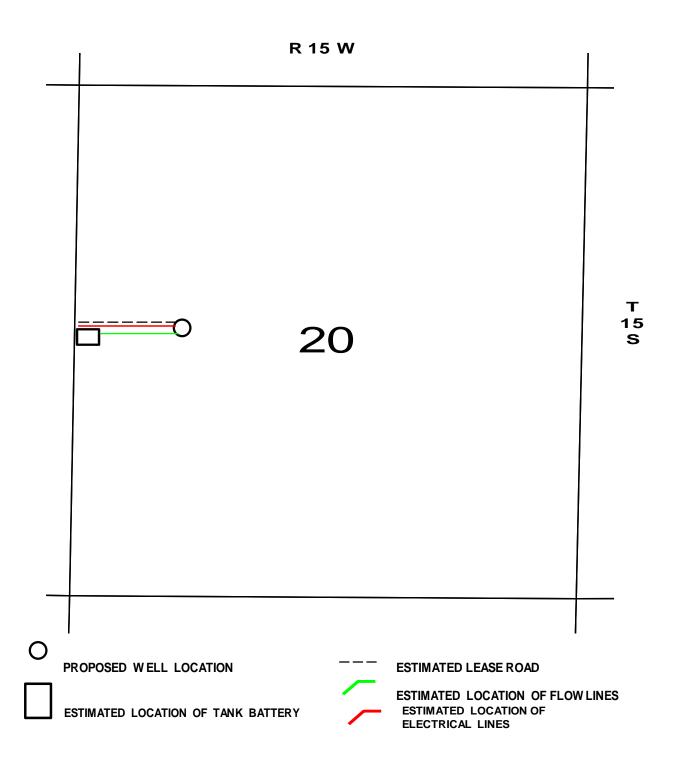
WELL NAME: Layher Trust Et Al 1-20

LOCATION: 2500 FNL / 1050 FWL Sec. 20-15S-15W RUSSELL COUNTY

SURFACE OWNER: Marian Aley Layher, Trustee

206 East 20th Street

Hays, KS 67601



4

| AGREFMENT Mode and a | and into the |
|--------------------------|--|
| CONTRACTOR I, IN | ancied into the |
| by and between between | MARIAN ALEY LAYHER LIVING TRUST, dated December 21 1999 herein represented by Marian |
| Layher, as trustee, | - 1 |
| whose mailing address is | 206 E 20 th Street Hays. Kansas 67601 |
| and | High Plains Energy Partners, LLC |
| | 1515 Wynkoop, Suite 700, Denver, CO 80202 |
| | Therefore name and the same and |

Lessor, in consideration of Ten and Other Valuable Considerations

acknowledged and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets exclusively unto Lesse for the purpose of investigating, exploring by geophysical and other means, prospective, failing, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and and transport said oil, liquid hydrocarbons, ages and their respective constituent products and other structures and things thereon to produce, save, take care of treat, manufacture, process, store described land, together with any reversionary rights and after-acquired interest,

NADE A PART HEREOF FOR PROPERTY DESCRIPTION.

Inge 15 West and containing VIAL 3600 C acres, more or term of Three (3) years from this date (called "primary term") and as long thereafter s produced from said land or land pooled therewith or this lease is otherwise maintained in effect p Russell therein s

SEE EXHIBIT "A" ATTACHED HERETO AND
20 Township 15 South Range In Section accretions

force for a term of Three (3) of them, is produced from said land or land Subject to the provisions herein contained, this lease shall remain in for hydrocarbons, gas or other respective constituent products, or any of provisions hereof.

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

and as long thereafter as oil, maintained in effect pursuant

and saved f produced oi 급 oţ one-eighth (1/8) ednal land, the said 1 0 connect wells may which Lessee

2nd To pay Lessor for gas, (including easingheed gas) of whateover nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom one-cighth (18) at the manufacture of any products therefrom to expend to the control of the seed promises and the cost incurred by Lessee in delivering, the removal of histoga. Asset from such sides, such and proceeds to be less a proportionate part of the production, severance, or other excite taxes and the cost incurred by Lessee in delivering, the removal of histoga. Asset from such sides, such and proceeds to be less a proportionate that of the production is the series of one are good of a mirred therewith but Lessee is that the primary great on the construction of a mirred therewith the Lessee is that the primary of manufacture of any product of mirred therewith the Lessee is that the primary of the series of on acreage pooled or unitized therewith. The production should cease from any sease after the primary from the lessed premises or on acreage pooled or unitized therewith the production should cease from any sease after the primary from the lessed premises or on acreage pooled or unitized therewith the production should cease from any sease after the primary from the lessed premises or on acreage pooled or unitized therewith the production should cease from any sease after the primary from the lessed premises or on acreage pooled or unitized therewith the production should cease from any sease after the primary from the lessed premises or on acreage pooled or unitized therewith the production should cease from any sease after the primary from the lessed premises or on acreage pooled or unitized therewith the production and the lessed premises or the production should cease from any sease and the lessed premises or not production therefrom is not being good by Lesse, and the lessed premises or not sease that the production therefrom is not seld by Lesse, the Lesses shall not produce the antices of the production therefrom is

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 Al 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 and production of wells, and regulation of the price or transportation of only in gas or other substance converted 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, marchal, water, electricity, first, access or easements, or by an act of God restraint or unaction, or by inability to obtain a statisfactory market for production, or failure of purchasers or carriers to lake or transport such production, or by any other cause, whole reasted above or other acts as assistation market for production, or failure of purchasers of such prevention or delay, and, at Lessee s option, the period of such prevention or delay and an exercise shall not be liable for breach of any provision commans 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 successors and successors for the management of dower and homestead any or any way affect the purposes for which this lease is made, as recited herein.

thereof, when in Lessee's plagment is increasing to advisable to do so in order to propered the partners of any order to properly develop and operate said lease premises so at to promote the conservation of oil, gas or other micrals in and or unit or units not exceeding 40 acres each in the event of an oil well, instrument 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, instrument identifying and describing the pooled 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 instrument identifying and describing the pooled or unitized acreage. The entire acreage so pooled or unitized acreage in the conveyance records of the county in which the land herein leased is situated an on the premises covered by the lases. If production is found on the pooled or unitized acreage, it is all be treated as it production is found on the pooled or unitized acreage. The production is found on the pooled or unitized acreage, it is all be treated for all purposes except the payment of treated from the is asset. It is not the treated in the unit or his royalty interest therein on an acreage basis bears to the total acreage is production from a unit so pooled or unitized in the unit or his royalty interest therein on an acreage basis bears to the total acreage is production of the substances covered by the islease met to evering any or all of the substances covered by the islease and to-verting and production of the substances covered by the islease and to-verting and production of the substances overting and the particular unit undown of the order and all other periment days after prior and preferred right and option to particle of or interest therein, covered by the order and all offices and conditions specified in the terms, hereof, it shall so nority Lessee is shall be subject to the terms and cond

This lease may be signed in any number 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, 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, all the man and 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 and complete an incomation. All unformation 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 wheat, pasture or field, not assee herein agree that a portion of the consideration paid herein is for advance payment of usual and customary damages associated with seismograph operations (i.e.: tire tracks in the may elect to repair the damages in lieu of compensation. It and the confidence of the consideration paid herein is for advance payment of usual and customary damages associated with seismograph operations (i.e.: tire tracks in the may elect to repair the damages in lieu of compensation.

Lessor (and Lessee) herein agree to less and except from the terms of this Oil and Gas Lease any currently existing oil and or gas well(s) to other related facilities located on the related facilities.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS. IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

MARIAN ALEY LAYHER LIVING TRUST, herein Represented by Marian Aley Layher, as trustee

MARIAN ALEY LAYHER LIVING TRUST, dated December 21, 1999, herein represented by Marian Aley Layher, as trustee, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Attached to and made a part of that certain Oil and Gas Lease dated May 11, 2010, by and between,

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 15 WEST

SECTION 20:

That certain tract or parcel of land estimated to contain <u>320.00</u> acres, more or less, and being described as the North Half (N/2) of Section 20, Township 15 South, Range 15 West, Russell

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

ADDITIONAL TERMS AND PROVISIONS:

- The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- Lessee shall 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. æ,
- 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 15.50 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. Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) 4.

Sign here for identification;

MARIAN'ALEY LAYHER LIVING TRUST,
herein represented by Marian Aley Layher, as trustee

AND GAS LEASE

2010 hereinafter High Plains Energy Partners, LLC, 1515 Wynkoop, Suite 700, Denver, CO 80202 8306 Highway 21 Hillsboro, Missouri 63050 S whose mailing address or more), And High Plair. AGREEMENT, Made and entered into this Candace M. Ball, a single person (whether one hereinafter called Lessee. called Lessor

Lessor, in consideration of <u>Ten and Other Valuable Considerations</u> Dollars (\$\frac{10.00}{\text{}}\) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of <u>Russell</u> State of <u>Kansas</u> described as follows to-wit:

The Northeast Quarter (NE/4)

and all accretions thereto. or less, acres, more 160.00 and containing 15 West Range 15 South Township Section

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

of the premises the said lessee covenants and agrees:

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

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

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

then the royalties sestate therein, the and undivided fee. If said lessor owns a less interest in the above described land than the entire and undivided fee simple herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole a essee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except the wells of lessor.

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

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

on said land. crops and grass Lessee shall pay for damages caused by lessee's operations to growing 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, provided the well is properly closed, structures and power lines are removed, environmental hazard or contamination is removed, and land is returned to its original condition as nearly as is reasonably possible.

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 executors, administrators, successors or assigns shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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

All 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.

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 lessor, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do in order properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether these 2072 rewells 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 in the particular unit involved.

shall approval tions of this lease without Lessor's written roval, but subticed Lessor harmless regarding Lessee's or Transfer e's operations. Lessee unreasonably

onto entry \$ (24) hours prior Lessor and/or landowner must be notified at least twenty-for control routes of ingress and egress, including permanent lease roads.

0 presently any than 200 feet from Lessee shall not drill a well or from the full level line of such ponds.

bit emergency an with battery tank any around a other barrier Lessee shall construct a dike or

ponds, drain allowed ē 10 and approved by must be All permanent lease roads other

drain can Ħ. event where agree but in mutually Lessee shall Any tank battery shall be located ponds, or other waterways.

environmental a with compliance En] Ξ. conducted be shall All drilling, completion and production activities regulations of the Kansas Corporation Commission.

unit, tank batteries, disposal wells and other and shall further install appropriate gates and pumping livestock around injury to barriers nd other Lessee shall construct appropriate fences and property which it locates on the leased premises in orcattle guards where necessary.

y term of this lease for an additional two (2) years from the expiration of the in total, on or before the expiration date of lease by paying and delivering to by the lease. In the event Lessee exercises this option, Lessee must renew all s herein provided, it shall be considered for all purposes as though this lease I the primary ter d by Lessee, in to tere covered by t Lessee is hereby granted the option to extend the original primary term. This option may be exercised by Lessor at the above address, the sum of \$25.00 per acre acreage covered by this lease. Should this option be exe originally provided for a term of five (5) years.

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

When recorded, return to William . Register of Deeds. the records of this office. Page 249-250 o-clock A.M., and duly recorded Ž day of October 22, 2010 This instrument was filed for record on the 2013 day of Kussell Commission Expires: Dec. 14, Commission # 09403705 STATE OF Kansas The foregoing instrument was acknowledged before me this County qwT J Louis -1 4 commission expires FROM COUNTY OF OIT WND GAS LEASE STATE OF Μ̈́ By

BOOK

County —

TO

No.

OIL AND GAS LEAS!

| 2010 | . 1 03007 | Suit 700 P. Action of the contract of the cont | Suite /00, Denver, CO 80202, |
|---------------------------------------|--|--|--|
| June | 21 Hillshow M. | Vimbor | w ylikoop, |
| day of | ۱ ہ | ore IIC 1516 | יייייייייייייייייייייייייייייייייייייי |
| nto this 29th | person , whose mailing address is | High Plains Energy Partn | |
| AGREEMENT, Made and entered into this | Candace M. Ball, a single person , w | d Lessor (whether one or more), And | inafter called Lessee. |
| | ۱ څ | calle | here |

Lessor, in consideration of <u>Ten and Other Valuable Considerations</u> Dollars (\$ 10.00) in hand paid, receipt of which is here unto lessee and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and otherwise earing for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of <u>Russell</u> State of <u>Kansas</u> described as follows to-wit:

The Northwest Quarter (NW/4)

acres, more or less, and all accretions thereto. 160.00 and containing Range 15 South Township of Section

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

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

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

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

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

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

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

without written premises than 200 feet to the house or barn now on said well shall be drilled nearer

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

draw Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to remove casing, provided the well is properly closed, structures and power lines are removed, environmental hazard or contamination is and land is returned to its original condition as nearly as is reasonably possible.

the covenants hereof ignment of rentals or uls or with If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants he shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of renta royalties shall be binding on the lessee until after the executors, administrators, successors or assigns shall be relieved of all obligations respect to the assigned portion or portions arising subsequent to the date of assignment. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and 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 or if such failure is the result of, any such Law, Order, Rule or Regulation. this lease s by, or if su

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 redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by and be subrogated to the rights of the holder thereof, and the undersigned lessor, for themselves and their heirs, successors and assigns, surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead any way affect the purposes for which this lease is made, as recited herein. time to lessor, a

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with and operate land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do in order properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether these 2 of 27 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 in the particular unit involved.

be shall such approval Lessee agrees not to transfer ations of this lease without Lessor's written roval, but su unreasonably withheld. Lessee agrees to nold Lessor harmless regarding Lessee's or Transferee's operations.

and Lessor and/or landowner must be notified at least twenty-four (24) hours prior to Lessee's entry onto the property control routes of ingress and egress, including permanent lease roads.

Lessee shall not drill a well or wells closer than 200 feet from any presently existing ponds or springs on said real estate measured from the full level line of such ponds.

Lessee shall construct a dike or other barrier around any tank battery with an emergency pit sufficient to contain any leaks. All permanent lease roads must be approved by Lessors and no oil shall be allowed on any roads which drain into streams, ponds,

Any tank battery shall be located where Lessors and Lessee shall mutually agree but in no event where it can drain into streams, or other waterways.

ponds, or other waterways.

Lessee shall construct appropriate fences and other barriers around pumping unit, tank batteries, disposal wells and other property which it locates on the leased premises in order to prevent injury to livestock and shall further install appropriate gates and cattle guards where necessary. All drilling, completion and production activities shall be conducted in full compliance with all environmental rules regulations of the Kansas Corporation Commission.

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 \$25.00 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.

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

Ball, a single person

| Solliet and the second | 9th day of grally 2010 | SUSAN Notary Pu | Section Twp. Ree. No. of Acres County STATE OF Ransas County Russell This instrument was filed for record on the at 11:00 o-clock A.m., and duly recorded in Book 214 Page 251-252 of the records of this office. |
|---|--|-----------------------|---|
| STATE OF M. COUNTY OF SA. HEUR | The foregoing instrument was acknowledged before me this | My commission expires | OIL AND GAS LEASE |

1/2 5-15 Page 1 of 2

RUSSIGNATURE AND STREET

State of Kansas, Russell County, ss

This instrument filed for record

October 11, 2010

8:15 A M. Recorded in

Book 214 Page 166-167

Registal of Deeds

\$12.00

Sarbater.

OIL AND GAS LEASE

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|-----------------------------|--|--|--|-------------------|
| | | hereinafter called Lessor (whether one or more): | hereinsfler called | TOTAL CITIZENCE C |
| May | | ter called Lessor | High Plains Energy Partners, LLC, 1515 Wynkoop. Suite 700, Denver CO 80202 | 70700 |
| | | hereinaf | e 700. Der | |
| | husband | 6 | koop, Suit | |
| Jt | wife and | rado 8054 | 515 Wyn | |
| day of | E. Enke | gton, Colc | S, LLC, 1 | |
| 29th | Margery F. Enke and Larry E. Enke wife and husband | 10220 NE Frontage Road, Wellington, Colorado 80549 | Partner | |
| to this | . Enke a | ontage Ro | s Energy | 1 |
| Made and entered into this_ | argery F | 220 NE Fr | igh Plain | |
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Lessor, in consideration of Ten and Other Valuable Considerations Dollars (\$\frac{10.00}{10.00}\) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Ransas described as follows to-wit:

The Northwest Quarter (NW/4)

acres, more or less, and all 160 and containing 15 West Range Township 15 South

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

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

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

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

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

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

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from 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 and grass 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, provided the well is properly closed, structures and power lines are removed, environmental hazard or contamination is removed, and land is returned to its original condition as nearly as is reasonably possible.

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 executors, administrators, successors or assigns shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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

All 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.

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 lessor, 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 way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do in order properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether th^{page} 2 of 27 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 in the particular unit involved.

Lessee agrees not to transfer a ntions of this lease without Lessor's written proval, but such approval shall not unreasonably withheld. Lessee agrees to and Lessor harmless regarding Lessee's or Transferce's operations.

Lessor and/or landowner must be notified at least twenty-four (24) hours prior to Lessee's entry onto the property and control routes of ingress and egress, including permanent lease roads.

Lessee shall not drill a well or wells closer than 200 feet from any presently existing ponds or springs on said real estate measured from the full level line of such ponds.

Lessee shall construct a dike or other barrier around any tank battery with an emergency pit sufficient to contain any overflow or leaks. All permanent lease roads must be approved by Lessors and no oil shall be allowed on any roads which drain into streams, ponds, or other waterways.

Any tank battery shall be located where Lessors and Lessee shall mutually agree but in no event where it can drain into streams, ponds, or other waterways.

All drilling, completion and production activities shall be conducted in full compliance with all environmental rules and regulations of the Kansas Corporation Commission.

Lessee shall construct appropriate fences and other barriers around pumping unit, tank batteries, disposal wells and other property which it locates on the leased premises in order to prevent injury to livestock and shall further install appropriate gates and cattle guards where necessary.

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 \$25.00 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.

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

Witnesses:

| MARGERY PENKE | LAKKY E. ENKE | |
|---------------|---------------|--|
| | | |

STATE OF COCOLOGO

COUNTY OF DENVEY

| The foregoing instrument was acknowledged before meetings of TAYON Margery F. Enkeen of Latrice | AH day of TUDE 2010 |
|---|---------------------|
| commission expires | mintal Laucon |
| | Notary Public |
| STATE OF | 8 2 |
| COUNTY OF | |
| The foregoing instrument was acknowledged before me this | day of2010 |
| ByLarry E. Enke | |
| My commission expires | Notary Public |

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1125-0158-2

Computer Mumberical



State of Kansas, Russell County, ss
This instrument filed for record
October 11, 2010
8:15 A. M. Recorded in
Book 214 Page 168-169
Register of Dage
\$12.00

OIL AND GAS LEASE

| 2010 | | ne or more). | hereinoffer colled | וומונכו כמוזכח |
|----------------------------|--|--|---|----------------|
| Mav | | hereinafter called Lessor (whether one or more): | | |
| 29th day of | largery F. Enke and Larry E. Enke wife and husband | Road, Wellington, Colorado 80549 | High Plains Energy Partners, LLC, 1515 Wynkoon, Suite 700 Denver CO 80202 | |
| Made and entered into this | Margery F. Enke and | 10220 NE Frontage Road | High Plains Energy P | |
| AGREEMENT, Mac | by | whose mailing address is | and | Lessee. |

Lessor, in consideration of Ten and Other Valuable Considerations Dollars (\$ 10.00) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface stata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise earing for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Russell State of Kansas described as follows to-wit:

The Northeast Quarter (NE/4)

acres, more or less, and all accretions thereto. 160 and containing 15 West _Range Township 15 South of Section

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

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

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

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

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

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

essee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except 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 landowner

Lessee shall pay for damages caused by lessee's operations to growing crops and grass 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, provided the well is properly closed, structures and power lines are removed, environmental hazard or contamination is removed, and land is returned to its original condition as nearly as is reasonably possible.

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 executors, administrators, successors or assigns shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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

All 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.

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 lessor, 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 way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with and other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do in order properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether themes 2027 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 in the particular unit involved.

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Lessor and/or landowner must be notified at least twenty-four (24) hours prior to Lessee's entry onto the property and shall control routes of ingress and egress, including permanent lease roads.

Lessee shall not drill a well or wells closer than 200 feet from any presently existing ponds or springs on said real estate measured from the full level line of such ponds.

Lessee shall construct a dike or other barrier around any tank battery with an emergency pit sufficient to contain any overflow or leaks. All permanent lease roads must be approved by Lessors and no oil shall be allowed on any roads which drain into streams, ponds, or other waterways.

Any tank battery shall be located where Lessors and Lessee shall mutually agree but in no event where it can drain into streams, ponds, or other waterways.

All drilling, completion and production activities shall be conducted in full compliance with all environmental rules and regulations of the Kansas Corporation Commission.

Lessee shall construct appropriate fences and other barriers around pumping unit, tank batteries, disposal wells and other property which it locates on the leased premises in order to prevent injury to livestock and shall further install appropriate gates and cattle guards where necessary.

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 \$25.00 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.

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

MARGERYE ENKE ARRY E. ENKE Witnesses:

COUNTY OF DEDNEY

STATE OF (X) CACO

| The foregoing instrument was acknowledged before me this | e me this 14th day of | of JUNE 2010 | |
|--|-------------------------|---------------|-----|
| By Margery F. Enk | Con Larly | Enke | |
| commission expires | AN TON AN TON | MARA O-Jayler | 1 |
| 5 | No | ry Public | I |
| | UBL VOID | | |
| STATE OF | Sion Expires 05/11/2013 | | |
| COUNTY OF | | | |
| The foregoing instrument was acknowledged before me this | e me this day of | of | |
| By | | | - 1 |
| My commission expires | | | - 1 |
| | Notary Public | Public | |

Computer 0

| | P | | |
|--|------|--------|---|
| LITTER OF | DEED | S | MAN KANSAS MAN |
| MANAGE STATE OF THE STATE OF TH | RUSS | ELL CO | N. H. |

State of Kansas, Russell County, so This instrument filent for record October 18, 2010 8:1

School

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A. Recorded in 800k 214 P.

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Page 225-226 Month of Dam

GAS LEASE AND

2010 Sandra B. Leas Revocable Trust, dated October 17, 2008, J. Michael Leas, Christopher Leas and Ryan D. Leas Successor C. Trustees, whose mailing address is 2914 Willow St., Hays, KS 67601 hereinafter called Lessor (whether one or more), And High Plains Energy Partners, LLC, 1515 Wynkoop, Suite 700, Denver, CO 80202 hereinafter called Lessee. \$12.00 this entered and AGREEMENT, Made

Lessor, in consideration of <u>Ten and Other Valuable Considerations</u> Dollars (\$\frac{10.00}{}\] in hand paid, receipt of which is here unto lessee and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively producing of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of <u>Russell</u> State of <u>Kansas</u> described as follows to-wit:

The Northwest Quarter (NW/4)

all accretions thereto. and a or less, acres, more 160.00 and containing 15 West Range 15 South Township

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

In consideration of the premises the said lessee covenants and

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

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

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

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

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

ot consent written without premises or barn now on said the house drilled nearer than 200 feet to well shall be landowner,

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

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and ove casing, provided the well is properly closed, structures and power lines are removed, environmental hazard or contamination is removed, land is returned to its original condition as nearly as is reasonably possible.

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 executors, administrators, successors or assigns shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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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 lessor, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of as swell. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it is all be treated as if production is had from this lease, whether there 2021 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 in the particular unit involved.

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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 \$25.00 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.

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

2010 2010 ろって day of Jun Notary Public **Public** day of Notary 30 BENJAMIN S. COLVIN The foregoing instrument was acknowledged before me this The foregoing instrument was acknowledged before me this NOTARY PUBLIC My App. Exp. MAR eas and Ryan D. Leas Christopher Leas Leas, Successor Co-Trustee Leas, Successor Co-Trustee STATE OF KANSAS a BLIC Tayon My commission expires W My commission expires J. Michael Ellis Kansas Kansas Christopher Leas, COUNTY OF COUNTY OF STATE OF STATE OF Ryan D. By

2-012 214 Page 223-224

Register of Deeds \$12.00 2010 Kensas, Russell County, This instrument filed for record 0 18, October 8:15 A Ö Book State THE DEEDS RUSSELLAND Numberical Computer depted
Kansas Blue Prim
Form 88--(Producer's Special) (PAID-UP)
63U (Rev. 1993) Misc.

2010 d October 17, 2008, J. Michael Leas, Christopher Leas and Ryan D. Leas Successor C. 2914 Willow St., Hays, KS 67601 hereinafter called Lessor (whether one or more), hereinafter called Lessee. June High Plains Energy Partners, LLC, 1515 Wynkoop, Suite 700, Denver, CO 80202 of, day LEASE **AND GAS** 30th AGREEMENT, Made and entered into this Sandra B. Leas Revocable Trust, dated October 17, Trustees, whose mailing address is

Lessor, in consideration of Ten and Other Valuable Considerations. Dollars (\$ 10.00) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Ransas described as follows to-wit:

The Northeast Quarter (NE/4)

or less, and all accretions thereto. more acres, 1 160.00 and containing Township Section

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

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

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

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draw to ci on said premises, including the right t environmental hazard or contamination said Lessee shall have the right at any time to remove all machinery and fixtures placed remove casing, provided the well is properly closed, structures and power lines are removed, and land is returned to its original condition as nearly as is reasonably possible.

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Rules or Regulations, if compliance is prever Executive Orders, comply therewith, i All express or implied covenants of this lease shall be subject to all Federal and State Laws, this lease shall not be terminated in whole or in part, nor lessee held liable in damages, for failure to by, or if such failure is the result of, any such Law, Order, Rule or Regulation. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor. by payment 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 lessor, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do in order properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated. For all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether thewes 2 or vells 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 in the particular unit involved.

Lessee agrees not to transfer of hons of this lease without Lessor's written oval, but such approval shall unreasonably withheld. Lessee agrees to hold Lessor harmless regarding Lessee's or Transferce's operations.

notified at least twenty-four (24) hours prior to Lessee's entry onto the property Lessor and/or landowner must be notified at least twenty-for control routes of ingress and egress, including permanent lease roads.

Lessee shall not drill a well or wells closer than 200 feet from any presently existing ponds or springs on said real estate from the full level line of such ponds.

contain any Lessee shall construct a dike or other barrier around any tank battery with an emergency pit sufficient to leaks, All permanent lease roads must be approved by Lessors and no oil shall be allowed on any roads which drain into streams, ponds, or other waterways.

Any tank battery shall be located where Lessors and Lessee shall mutually agree but in no event where it can drain into ponds, or other waterways.

rules environmental with all conducted in full compliance activities shall be All drilling, completion and production acregulations of the Kansas Corporation Commission.

and other gates and Lessee shall construct appropriate fences and other barriers around pumping unit, tank batteries, disposal wells and property which it locates on the leased premises in order to prevent injury to livestock and shall further install appropriate gate cattle guards where necessary.

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 \$25.00 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.

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

2010 2010 Notary Public day of day of_ Notary S. COLVIN The foregoing instrument was acknowledged before me this _ The foregoing instrument was acknowledged before me this NOTARY PUBLIC My App. Exp BENJAMIN eas and Ryan D. Leas Christopher Leas Christopher Leas, Successor Co-Trustee PABLIC, STATE OF KANSAS JENON! My commission expires I. Michael I commission expires Ellis 0 Kansas Kansas COUNTY OF COUNTY OF STATE OF STATE OF Ryan D. Σ By

GAS AND

| AGREEMENT, Made and entered into the | ne 9th | day of | ſ | July | , 2010 |
|--------------------------------------|---------------------------------------|---|----------------|-------|---|
| y and between between | Rosemary Aley Landon | y Landon | | | |
| whose mailing address is | 1505 Alamo A | venue, Colorado Sprin | gs, Colorado 8 | 30907 | 1505 Alamo Avenue, Colorado Springs, Colorado 80907 hereinafter called Lessor (whether nur or more) |
| pu | High Plains End | High Plains Energy Partners, LLC | | | (A1011) 10 4110 (A1011) 10 10 10 10 10 10 10 10 10 10 10 10 10 |
| | 1515 Wynkoop | 1515 Wynkoop, Suite 700, Denver, CO 80202 | 80202 | | hereinafter called I essee |
| Lessor, in consideration of | Ten and Other Valuable Considerations | e Considerations | Dollars (\$ 1 | 0.00 | Dollars (\$ 10.00) in hand paid, receipt of which is hereby |

grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring by ons, all gases, and their respective constituent products, injecting gas, water, other fluids, and structures and things thereon to produce, save, take care of treat, manufacture, process, store manufactured therefrom, and housing and otherwise caring for its employees, the following of the agreements of the Lessee herein contained, hereby ing and operating for and producing oil, liquid hydrocarbo building tanks, power stations, telephone lines, and other their respective constituent products and other products and after-acquired interest, acknowledged and of the royalites herein provided and geophysical and other means, prospecting chilling, mini air into subsurface strata, laying pipe lines, storing oil, and transport said oil, liquid hydrocarbons, gases and described land, together with any reversionary rights an

A PART I SEE EXHIBIT "A" ATTACHED HERETO of

8 160. West Range South 15 Тоwпѕнір In Section accretions thereto.

PROPERTY DESCRIPTION.

FOR]

HEREOF

MADE,

AND]

oil, long thereafter as one in effect pursua as I and term") "primary I (called 'this leas years from this date pooled therewith or land force for a term of Three (3) of them, is produced from said land or Subject to the provisions herein contained, this lease shall remain in hydrocarbons, gas or other respective constituent products, or any provisions hereof. consideration of the premises the said Lessee

the saved and produced <u>ie</u> of all one-eighth (1/8) part ednal the said 5 connect may which Lessee ssee covenants and agrees: 2 credit of Lessor, free To deliver to the II CC premises.

2nd. To pay Lessor for gas, (including easinghead gas) of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products thereform, said as it is so 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 excess cases and the cost inneured by Lessee in delivering, treating for the removal of introgen, helium or other impurities in the gas, processing, compressing, or otherwise making any such gas sold, used off the premises, or in the manufacture of products thereform, said payments to be made monthly.

This lesse may be maintained during the primary term hereof without further payment or drilling operations. If at the expiration of the primary term of this fease, oil or gas sold the continuously proceeded on the lessed premises or on arreage pooled or unitized therewith but Lesses is then engaged in drilling, reworking operations thereon, then this lesses hall continuously proceeded on the lessed premises or on arreage pooled or unitized therewith but Lesses is then engaged in drilling of a subsequent well. If after discovery of oil or gas is not being word to any cause after the primary term hereof with the production should cease from any cause after the primary term the date of cossation of production or from the date of competion of a dry hole. If oil or gas shall be therewith, the production should cease from any cause after the primary term the date of cossation of production or from the date of competion of a dry hole. If oil or gas shall be the primary term or more wells on production should cease from any cause after the primary term of the production thereform is not being sold by Lessee, the Use the cause of the primary term or otherwise being on the production thereform is not being sold by Lessee, the Lessee shall neverthed by an agregate shuring for the production thereform is not being sold by Lessee

the wells of Lessor.

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 1 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.

executors, administrators, with a written transfer or ising subsequent to the date 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.

Lessee shall have the right at any time to remove all machinery and fixtures placed or as in part is expressly allowed, the covenants hereof shall extend to their heirs. (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 these has been furnished and or a ruse copy thereof. In case Lessee assigns this lesse, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arisent. If the successors of assignment of assignmen

Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any 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 laws, must electricity, fuel, accessor excessor exacensments, or by an act of Yord, strike, lockout, or other industrial disturbance, act of the public enterny, war, blockade, public or or liable in damages, for strike in the processor exacensments, or by an act of Yord, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public not, lightening, fire, storm, endoer of nature, explosion, governmental action, governmental delay, 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 and at Lessee's option, the period of such prevention or delay and at Lessee's option, prevented or delayed.

Lessor hereby warrants and agrees to defend the trile 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 successors and assigns, hereby aurender and the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the understaned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all 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 thereofy, when in Lessee syladgement 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 any and premises, such boiling or unitization to be of fracts 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 exceed in a unitized and to a unit or units and exceeding 640 acres each in the event of a gas well. Lessee shall exceed in the event of a gas well. Lessee shall exceed in the event of a gas well. Lessee shall exceed in the event of a gas well. Lessee shall exceed in the event of a gas well. Lessee shall exceed in the event of a gas well. Lessee shall exceed in the event of a gas well. Lessee shall exceed in the event of a gas well. Lessee is a gas or other than the event of a gas well. Lessee is a gas of other many of the royaltive state of the conting effect of all purposes except the payment of royaltive state of the remarkable of the acreage of pooled or unitized and event of the second of the remarkable of the event of t

his or her interest and shall be binding on those signing, mean the party or parties who execute this lease as Lessor, 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 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 although not named above.

Lessee shall have the exclusive right to explore the land herein described by geological, gcophysical or other methods, whether similar to those herein specified or not and whether now known or and 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 canson and Lessee herein agree that a portion of the consideration paid herein is for advance payment of usual and customany damages associated with seismograph operations (i.e.: tire tracks in the wheat, pasture or field, road use, companied accordingly, or Lessee may elect to repair the damages in lieu of compensation.

향흥 well(s), l Gas Lease any currently existing oil and/or gas shall Lessee have the obligation to plug and aband and this Oil a be liable terms of shall not b Lessor (and Lessee) herein agree to less and except from the hereinabove described lease premises. Lessor further agrees that Lessee related facilities.

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

above 1

and year first

WITNESS WHEREOF, the undersigned execute this instrument as of the day

Skewardy (

Aley Landon, whose mailing address is 1505 Alamo Avenue, Colorado Springs, Colorado 80907, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee. Attached to and made a part of that certain Oil and Gas Lease dated July 9, 2010, by and between, Rosemary

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 15 WEST

SECTION 20:

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 20, Township 15 South, Range 15 West, Russell County, Kansas.

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

ADDITIONAL TERMS AND PROVISIONS:

- The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- Lessee shall bury and maintain all pipelines below ordinary plow depth (36"). 7
- 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. e,
- 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. 4

Sign here for identification;

osemary Aley/Landon/

LEAS **AND GAS**

| AGREEMENT, Made and entered into the | 9th da | day of July | , 2010 |
|--------------------------------------|----------------------------------|---|---|
| y and between between | Rosemary Aley Landon | ndon | |
| hose mailing address is | 1505 Alamo Avenu | 1505 Alamo Avenue, Colorado Springs, Colorado 80907 | fereing the relief of severy (several property) |
| pu | High Plains Energy Partners, LLC | artners, LLC | |
| | 1515 Wynkoop, Suit | 1515 Wynkoop, Suite 700, Denver, CO 80202 | hereinafter called Lessee. |

I paid, receipt of which is hereby the purpose of investigating, exploring by its, injecting gas, water, other fluids, and care of treat, manufacture, process, store care of treat, manufacture, process, store care of treat, manufacture, the following hand 1 for the p in (unto Lessee i 10.00 exclusively **€** #3 ; Dollars ses and b leas grants, Ten and Other Valuable Considerations and of the agreements of the Lessee herein contained, hereby mining and operating for and producing oil, liquid hydrocarby onsideration of f the royalties herein p Lessor, in con acknowledged and of th geophysical and other r

| outcis, injecting gas, water, other fluids, a ske care of treat, manufacture, process, st vise caring for its employees, the follow | |
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| g pipe lines, storting oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, say ydrocarbons. gases and their respective constituent products and other products manufactured therefrom, and housing and or eversionary rights and after-acquired interest. | |
| telephone lines, and other st aducts and other products m | |
| l. building tanks, power stations, d their respective constituent prand after-acquired interest. | - |
| ing pipe lines, storing oil, buil hydrocarbons, gases and thei any reversionary rights and af | |
| ir into subsurface strata, lay nd transport said oil, liquid escribed land, together with | |

FOR PROPERTY DESCRIPTION. HEREOF MADE A PART State of AND ACHED HERETO ATT. SEE EXHIBIT "A" of.

Range

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Township

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thereto.

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as long thereafter as ained in effect pursu and nain((called "primary this lease is other this date rewith or the in years fro pooled t and force for a term of Three (3) of them, is produced from said land or Subject to the provisions herein contained, this lease shall remain in hydrocarbons, gas or other respective constituent products, or any provisions hereof.

and all

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covenants and agrees: ation of the premises the said Lessee

the from saved and produced <u>oi</u> = ᇦ one-eighth (1/8) part equal the said 5 which Less 2 credit of Lassor, free of cost, in the pipe line To deliver to the Ħ

2nd. To pay Lessor for gas, (including easinghead 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) 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 further payment or drilling operations. If at the expiration of the primary term of this lease, oil or gas is not being produce commonsy prosecuted on the leased premises or on acreage pooled or unitized therewith and operations are being produced on the leased premises or on acreage pooled or unitized therewith; and operations has been continuously prosecuted if not more than one hundred and twemty (asks shall elapse between the completion or abandonment of one world and the beginning of operations for the drilling of a subsequent well. If after discovery of ion gas on the leased permises or on acreage the many (120) days from the date of cessation of production of from the date of completion of any 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 shall commune 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 stall nevertheless be deemed to be producing for the purpose of maintaining the lease. If for a period of ninety (90) escentive days such well or wells are that no production therefrom is not sold by Lessee, the Lessee shall pay an aggregate shul-in royalty of One Dollar (\$1.00) per acre then covered by this lease, sun ment to be made to before the aminversary date of this lease. The sard many term of the before the aminversary date of this lease are remaining after the expiration of the sard minety (90) day period and therefared nor before each aminversary date of this lease that well or wells are shul 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 an another well on the leased premises or lands pooled or unitized therewith, no shul-in royalty shall be due until the end of the next following anniversary date of this lease that cessarion of the perations occurs, as the case may be. Lessee s failure to properly pay shul-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 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 paid the

for shall be

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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 of 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.

surrender this lease as or portions of the above described premises and thereby covering any portion Lessee may at any time execute and deliver to Lessor or place of record a release or releases 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, Exceutive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor and production of wells, and regulation of the price or transportation of oil, gas or other substance covered hereby. When drilling, rewording, production or other operations or obligations under this lease are released by which laws, this is regulation of the price or transportation of oil, gas or other substance covered hereby. When drilling, rewording, production or other operations or obligations under this lease are startled, such laws, this is or other the coresand 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 roid, lightening fire, storm, flood or other act of nature, explosion, governmental action, governmental 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 is option, the period or delayed, 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 successors and the showe 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 night 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 or mine not exceeding 40 acres each in the event of an oil well in the vent of a gas well. Lessee shall execute in writing and cerodia of the county in which the land herein leased is situated an instrument infallying and describing 400 acres and in the event of a gas well. Lessee shall exceded 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, if a very mended in this lease. If production is found on the pooled or unitized acreage, if it were included in this lease. If production is found on the pooled or unitized acreage is the entire acreage so pooled or unitized acreage, in the min or his so observed by this island to a servering acreage or in the min or his oyality interest therein on an acreage basis bears to the total acreage so pooled or unitized in the particular unit involved.

Lessor, a lease covering any or all of the substances covered by this lease and covering all or a portion of said large that any or all of the substances covered by this lease and covering all or a portion of said large or particular unit molitions of the offer at the price and according to the county with the lease becoming effective upon or part of the interest therein covered by this lease, Lesson in the order and according to the corn and conditions specified in the offer. All offers made up to and including the leas do not on the price offered and all other pertinent terms and conditions specified in the erms, hereby, it shall by an an order of the price offered and all

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, not that lease shall mean the party or parties who execute this lease a 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 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 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 is sort. Lessor herein agree that a potential or other consideration paid herein is for advance payment of usual and customary damages associated with seismograph operations (i.e., the tracks in the saster of field, road use, compastion 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 elect to repair the damages in lieu of compensation.

other related f bore hole(s) or of said existing of Gas Lease any currently existing oil and or gas well(s), shall Lessee have the obligation to plug and abandon any this Oil and (be liable nor s terms of shall not Lessor (and Lessee) herein agree to less and except from the hereinabove described lease premises. Lessor further agrees that Lessee related facilities.

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

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

Z

Aumanu, Aley Landon Rosemary

Attached to and made a part of that certain Oil and Gas Lease dated July 9, 2010, by and between, Rosemary Aley Landon, whose mailing address is 1505 Alamo Avenue, Colorado Springs, Colorado 80907, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 15 WEST

SECTION 20:

That certain tract or parcel of land estimated to contain 160.00 acres, more or less, and being described as the Northwest Quarter (NW/4) of Section 20, Township 15 South, Range 15 West, Russell County, Kansas.

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

ADDITIONAL TERMS AND PROVISIONS:

- The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- Lessee shall bury and maintain all pipelines below ordinary plow depth (36"), ď
- 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. <u>ښ</u>
- 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. 4.

Sign here for identification;

Rosemary Aley Landon

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| 2010 | .007, | essor (whether one or more), | Dollars (\$\frac{10.00}{2}\] in hand paid, receipt of which is hereby asses and lets exclusively unto lessee for the purpose of investigating, carbons, all gases, and their respective constituent products, injecting ne lines, and other structures and things thereon to produce, save, take any products and other products manufactured therefrom, and housing red interest, | described as follows to-wit: |
|---------------------------------------|---|--|--|--|
| June | The Revocable Inter Vivos Trust of Albert A. Maier, dated May 24, 2007, herein represented by Albert A. Maier and Verna L. Maier, trustees. | 3119 26th St. Great Bend, Kansas 67530 hereinafter called Lessor (whether one or more), High Plains Energy Partners, LLC 1515 Wynkoop, Suite 700, Denver, CO 80202 | Lessor, in consideration of Ten and Other Valuable Considerations acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, lesses and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, | in County of Russell State of Kansas |
| 28th day of | The Revocable Inter Vivos Trus herein represented by Albert A | 3119 26th St. Great Bend, Kansas 6 High Plains Energy Partners, LLC 1515 Wynkoop, Suite 700, Denve | Ten and Other Valuable Considerations ovided and of the agreements of the lessee herein contain prospecting drilling, mining and operating for and productive strata, laying pipe lines, storing oil, building tanks, powed transport said oil, liquid hydrocarbons, gases and their oillowing described land, together with any reversionary ni | Russell State of Stat |
| AGREEMENT, Made and entered into the_ | by and between | whose mailing address isandandandandandandandandandand | Lessor, in consideration of Ten and Other Valuable Considerations Dollars (\$\frac{2}{3}\) acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and let exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and care of treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, | herein situated in County of Rus |

all HEREOF FOR PROPERTY DESCRIPTION. A PART AND MADE 15 South

containing 15 West Township.

long thereafter a e maintained in of Three (3) years from this date produced from said land or land pooled the force for a term c any of them, is p .∄ ৳ provisions herein contained, this lease shall remain rhons, gas or other respective constituent products, provisions hereof.

may connect wells on said land, the equal one-eighth (1/8) part of all which Lessee of cost, in the pipe line to In consideration of the premises the said lessee covenants and agrees: 1st. To deliver to the credit of Lessor, free the leased premises.

oil produced

e manufacture of any products therefrom, Lessee from such sales, such net proceeds of nitrogen, helium or other impurities in products therefrom, said payments to be sold, or used off the premises, or used in the ighth (1/8) of the net proceeds received by Lessee in delivering, treating for the removal of the premises, or in the manufacture of p 2nd. To pay Lessor for gas, (including casinghead gas) of whatsoever nature or kind produced and one-eighth (1/8), at the market price at the well, (but, as to gas sold by Lessee, in no event more than one-eif to be less a proportionate part of the production, severance, or other excise taxes and the cost incurred by Le the gas, processing, compressing, or otherwise making any such gas merchantable) for the gas sold, used 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 and operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted in the leased premises or on acreage pooled or unitized therewith, and operations shall be considered to be continuously prosecuted if not more discovery of oil or gas on the leased 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 foil or gas on the leased premises of one minimated 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 profit of ninety (90) consecutive days such well or wells are shut in or production is not shall nevertheless be deemed to be producing for the purpose of maniforable for Dollar (\$11.00) per acre then control of ninety (90) consecutive days such whell or wells are shut in or production is not shall per a maniforable shall pay an aggregate shut-in prograph (of Dollar (\$11.00) per acre then covered by this lease, such payment to be made to Lesser on or before the amniversary date of this lease while the well or wells are shut in or production is not being sold by Lessee; provided that if this lease in its primary term due mill the end of the next following aniversary 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 be 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 for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

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

Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to

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

Lessee may at any time execute and deliver to lessor or place of record a 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 seste 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 eventy, war, blockade, public not lightening, fire, storm, flood or other act of batter, explosion, 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 be liable for breach of any prevented or delay shall be added to the term hereof. Lessee shall not be raised or draw of any expension 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 inteir 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 premizes so as to promote the conservation of oil, 40 acres each interact 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 640 acres each in the event of an all usel, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall exceute in writing and record in the conveyance records of the readed, for all purposes except the payment of royalties on production from the pooled or unitized acreage. The entire acreage so pooled or unitized acreage is the production is found on the pooled on the premises covered by this lease. If production is found on the pooled or unitized acreage, it shall be treated as it production is found on the portion of the royalty stipulated herein as the amount of his acreage or not. In lieu of the 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 spendown or not, including the drilling of holes, use of torsion balance, seismograph explosions, magnetometer, or other geophysical or geological instruments, tests of securing geological and geophysical contraction. All information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, an sale such information without Lessor's consent. Lesson and Lessee herein agree that a portion of the consideration pad herein is for advance payment of us associated with estimograph operations (ie. the tracks in the wheat, pasture or field, toad use, compaction etc.) If any extraordinary damages should occur, at Lesten that a tenant (if Lessor has a tenant) will be compensated accordingly, or Lessee may elect to repair the damages in lieu of compensation.

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

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

24, Majer, dated May 2 The Revocable Inter Vivos Trust of Albert A. Nerein represented by Albert A. Maier, trustee. Q

The Revocable Inter Vivos Trust of Albert A. Maier, dated May 24, herein represented by Verna L. Maier, trustee.

Attached to and made a part of that Certain Oil and Gas Lease dated, 2010, by and between, THE REVOCABLE INTER VIVOS TRUST OF ALBERT A. MAIER, DATED MAY 24, 2007, HEREIN REPRESENTED BY ALBERT A. MAIER AND VERNA L. MAIER, HUSBAND AND WIFE, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 15 WEST

SECTION 20:

That certain tract or parcel of land estimated to contain 140.00 acres, more or less, and being described as the North 140 acres of the Southwest Quarter (N 140 ac. of the SW/4) of Section 20, Township 15 South, Range 15 West, Russell County, Kansas.

ADDITIONAL TERMS AND PROVISIONS:

- The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- Lessee shall bury and maintain all pipelines below ordinary plow depth (36"). તાં
- 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 'n
- 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. 4.

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| AGREEMENT, Made and entered into the 28th day of 2010 | by and between The Revocable Inter Vivos Trust of Verna L. Maier, dated May 24, 2007, herein represented by Albert A. Maier and Verna L. Maier, trustees. | whose mailing address is 3119 26th St, Great Bend, Kansas 67530 hereinafter called Lessor (whether one or more), and High Plains Energy Partners, LLC 1515 Wynkoop, Suite 700, Denver, CO 80202 hereinafter called Lessor | Lessor, in consideration of Ten and Other Valuable Considerations acknowledged and of the royalics herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting care of treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, | herein situated in County of Russell State of Gescribed as follows to-wit: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPERTY DESCRIPTION. In Section 20 Township 15 South Range 15 West and containing 140.00 acres, more or less, and all | Subject to the provisions berein contained, this lease shall remain in force for a term of Three (3) years from this date (called "primary term") and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them is made and as long as long thereafter as oil, |
|---|---|---|--|--|---|
|---|---|---|--|--|---|

produced and sold, or used off the premises, or used in the manufacture of any products the ore than one-eighth (1/8) of the net proceeds received by Lessee from such sales, such net it incurred by Lessee in delivering, treating for the removal of nitrogen, helium or other impiges sold, used off the premises, or in the manufacture of products therefrom, said paymen Oi. of all (1/8) part eighth edna) said land, the ПО wells connect тау 2nd. To pay Lessor for gas, (including casinghead gas) of whatsoever nature or kind one-eighth (1/8), at the market price at the well, (but, as to gas sold by Lessee, in no event mot to be less a proportionate part of the production, severance, or other excise taxes and the cost the gas, processing, compressing, or otherwise making any such gas merchantable) for the gamenthly. of cost, in the pipe line to which Lessee said lessee covenants and agrees: 1st. To deliver to the credit of Lessor, free ed premises. consideration of the premises the

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 so produced on the leased premises or on acreage pooled or unifized therewith but Lessee is then engaged in drilling, reworking operations thereon, then this lease shall continue in force so long 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 Lessee commences additional drilling of a subsequent well. If the degree of one of the primary term, this lease shall not terminate if If after Lessee commences additional drilling or reworking operations within one hundred and twenty (120) days from the date of cessation of production or from the date of completion of add holes acreage pooled or unitized therewith, the production and effect so long as oil or gas is produced from the leased premises or on

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 of or gas or other substances covered hereby, but such 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 (31 sol) thereafter on or before each anniversary date of this lease next ensuing 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 is not being sold by Lessee, provided that if this lease is in its primary term due until the end of the next following anniversary date of this lease that essations or or before sold pressees or lands pooled or unitzed 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 be shall be read to the annount 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 lesson's interest bears to the whole and undivided fee. except water from the wells of lessor.

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

and remove 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

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, 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 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 leszor or place of record a release or releases covering any portion or portions of the above described premises and thereby 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 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 solven or obligations under this lease are prevented or delayed by such laws, rules, regulations or other substance covered hereby. When drilling, reworking, production or other 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 not, lightening, fire, storm, flood or take or transportation, or by malpility to obtain a satisfactory market for production, or by an other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within control of Lessee, this lease shall not betain the because of such prevention or delay, and, at Lessee's topion, the period of such prevention or delay shall be added to the term hereof. Lessee 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, by payment any undersigned lessors, for said right of dower and 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 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 themselves and their, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as a homestead may no 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 gas or ofter minerals in and tunder 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 640 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 breated, for all purposes except 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 rayathes on production from the pooled out, as if it were included in this lease. If production is found on the pooled or unitized acreage is a liproduction is found on the pooled or unitized acreage. It is not acreage to production of the royathes acreage to well be located on the premises covered by this lease or not. In lieu of the royathes elsewhere herein specified, lessor basis bears to the total acreage placed in the particular unit myolved.

on execution hereof as to his or her interest and shall be binding on those word "Lessor" as used in this lease shall mean the party or parties who This lease may be signed in any number or numbers of counterparts and shall be effective as to each Lessor esigning, notwithstanding some of the Lessors above named who may not have joined in the execution hereof. The 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 second in the drilling of holes, use of forsion balance, setsinograph explosions, magnetometer, or other geophysical or geological instruments, tests or procedures, for the purposed security 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 associated 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 tenant (if Lessor has a tenant) will be compensated accordingly, or Lessee may elect to repair the damages in lieu of compensation.

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

Revocable Inter Vivos Trust of Verna L. Maier, dated May The Revocable Inter A Average herein represented by Albert A. Ma

herein represented by Albert A. Maiér, frustee.

The Revocable Inter Vivos Trust of Verna E. Maier, dated May 24, 2007, herein represented by Verna L. Maier, trustee.

THE REVOCABLE INTER VIVOS TRUST OF VERNA L. MAIER, DATED MAY 24, 2007, HEREIN REPRESENTED BY ALBERT A. MAIER AND VERNA L. MAIER, Attached to and made a part of that Certain Oil and Gas Lease dated, 2010, by and between, TRUSTEES, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 15 WEST

SECTION 20:

That certain tract or parcel of land estimated to contain 140.00 acres, more or less, and being described as the North 140 acres of the Southwest Quarter (N 140 ac. of the SW/4) of Section 20, Township 15 South, Range 15 West, Russell County, Kansas.

ADDITIONAL TERMS AND PROVISIONS:

- The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- Lessee shall 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 ë,
- 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. 4.

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OIL AND GAS LEASE

| ACIALZIANIZIA, Walue and entered into the OLD day of July 2010 |
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| by and between THE LARRY AND JUDY DUMLER REVOCABLE TRUST, DATED MARCH 4TH 2009, HEREIN REPRESENTED BY LARRY DUMLER, TRUSTEE |
| whose mailing address is 2708 Country Acres Drive, Dodge City, KS 67801 hereinafter called Lessor (whether one or more), and High Plains Energy Partners, LLC 1515 Wynkoop, Suite 700, Denver, CO 80202 ,hereinafter called Lessee. |
| Dollars (\$\frac{10.00}{\text{losses}}\) in hand paid, receipt of v. leases and lets exclusively unto lessee for the purpose o frocarbons, all gases, and their respective constituent proy hone lines, and other structures and things thereon to products and other products and other products manufactured therefror unred interest. |
| Russell State of "A" ATTACHED HERETO AND Township 15 South |
| the provisions herein contained, this lease shall remain in force for a term of Three (3) years from this date (called "primary term") and as long thereafter a coardons, gas or other respective constituent products, or any of them, is produced from said land or land pooled therewith or this lease is otherwise maintained in ration of the premises the said lessee covenants and agrees: |
| tead gas) of whatsoever s to gas sold by Lessee, mee, or other excise taxing any such gas merchan |
| ed during the primary term hereof without further payment or drilling operations. If at the on acreage pooled or unitized therewith but Lessee is then engaged in drilling, reworking for procedured on the leased premises or on acreage pooled or unitized therewith, and opera layes shall elapse between the completion or abhardonment of one well and the begind premises or on acreage pooled or unitized therewith, the production should cease from a go reworking operations within one hundred and twenty (120) days from the date of ce 1 produced as a result of such operations, this lease shall continue in full force and effect. |
| 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 bereby, but such well or wells are either shut in or production therefrom is not being solid by Lessee, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining the lease. For a period of minch (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) the acre then covered by this lease, such payment to be made to Lessoo nor 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 it ins primary term or otherwise being maintained by operations, or if production is being sold by Lessee storage premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the end of the next following amiversary date of this lease that is this lease that in this lease that the sease that the shall not operate to terminate this lease. |
| terest in the above described land than the entire and undivided fee simple estate therein, then the roi in the proportion which lesson's interest bears to the whole and undivided fee. to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except wa essee shall bury lessee's pipe lines below plow depth. |
| nises without written consent of lessor. aid land. |
| and remove casing. ovenants hereof shall extend the lessee until after the lesse all obligations with respect |
| lease as to such portion or your or passo for place or the acrage surrendered. All express or implied coverants of this lease shall be bugget and survey of place or the acrage surrendered. All express or implied coverants 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 operations or obligations under this lease are prevented or delayed by such laws, rules, regulations of the public received hereby. When drilling, reworking, production or other electricity, failure is easements, or by an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public not, lightening, fire, storm, flood or 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 delay, when drilling recoluction, or other increasing above or otherwise, which is not reasonably within control of Lessee, this lease shall not be liable for breach of any provision or delay, when drilling are so prevented or delay shall be added to the term hereof. Lessee shall not be liable for breach of any |
| Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lesses 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 thermselves and their heire, 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 fracts contiguous to one another and to be into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units of exceeding 640 acres each in the event of an oil well, or into a unit or units of exceeding 640 acres each in the event of an oil well or instrument identifying and desorbing the pooled or unitized acreage. The entire acreage so pooled or unitized into a fract or unit shall be treated as it 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 royalities observers herein specified, lessor basis bears to the total acreage so pooled or unitized in the particular unit involved. |
| This lease may be signed in any number or numbers of counterparts and shall be effective as to each Lossor 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 at Lessor, although not named above. Lesses 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 or have been a result of such activity while the exclusive property of Lessee, and Lessor and Lesso |
| one (ie: tire tracks in the wheat, pasture or field, road use, compaction etc.) If any extraordinary damages should occur, at Lessor's clip compensated accordingly, or Lessee may elect to repair the damages in lieu of compensation. TACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS AND PR righted execute this instrument as of the day and year first above written. |
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BUCK 214 MGE 0287

Attached to and made a part of that Certain Oil and Gas Lease dated, July 6, 2010, by and between, THE LARRY AND JUDY DUMLER REVOCABLE TRUST, DATED MARCH 4TH 2009, HEREIN REPRESENTED BY LARRY DUMLER, TRUSTEE, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 15 WEST

SECTION 20:

That certain tract or parcel of land estimated to contain 140.00 acres, more or less, and being described as the North 140 acres of the Southwest Quarter (N 140 ac. of the SW/4) of Section 20, Township 15 South, Range 15 West, Russell County, Kansas.

ADDITIONAL TERMS AND PROVISIONS:

- The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- Lessee shall 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 ω.
- 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 Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) years from lease originally provided for a term of five (5) years. 4.

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



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

Sam Brownback, Governor

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

June 22, 2012

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

Re: Drilling Pit Application LAYHER TRUST ET AL 1-20 NW/4 Sec.20-15S-15W Russell County, Kansas

Dear CLAYTON CAMOZZI:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, the bottom shall be flat and reasonably level and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as the Hutchinson Salt section has been drilled through and displacement of the fluids into the reserve pit has occurred. The fluids should be removed again as soon as practical after drilling operations have ceased. KEEP PITS away from draw/drainage.

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

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

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