

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

1085583

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

NOTICE OF INTENT TO DRILL

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



For KCC Use ONLY	
API # 15	

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator:	Location of Well: County:		
Lease:	feet from N / S Line of Section		
Well Number:	feet from E / W Line of Section		
Field:	SecTwp S. R 🗌 E 🔲 W		
Number of Acres attributable to well:			
QTR/QTR/QTR of acreage:	Is Section: Regular or Irregular		
	If Section is Irregular, locate well from nearest corner boundary.		
	Section corner used: NE NW SE SW		
	occion comercisca.		
ı	PLAT		
Show location of the well. Show footage to the neares	t lease or unit boundary line. Show the predicted locations of		
lease roads, tank batteries, pipelines and electrical lines, as re	equired by the Kansas Surface Owner Notice Act (House Bill 2032).		
You may attach a	separate plat if desired. 2015 ft.		
	LEGEND		
	O Well Location		
	Tank Battery Location		
	Pipeline Location		
	: Electric Line Location		
	·		
	Lease Road Location		
	EXAMPLE : :		
	EXAMPLE :		
32			
	1980' FSL		
	. SEWARD CO 3390' FEI		

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

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

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



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1085583

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 continued in the pit capacity:	Existing nstructed: (bbls)	SecTwp R East WestFeet from North / South Line of SectionFeet from East / West Line of Section County
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.	om ground level to dee	Describe proce	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. mation:
feet Depth of water well	feet	measured	well owner electric log KDWR
Emergency, Settling and Burn Pits ONLY: Producing Formation: Number of producing wells on lease: Barrels of fluid produced daily: Does the slope from the tank battery allow all s flow into the pit? Yes No Submitted Electronically		Type of materia Number of work Abandonment p Drill pits must b	over and Haul-Off Pits ONLY: all utilized in drilling/workover: king pits to be utilized: procedure: de closed within 365 days of spud date.
	KCC	OFFICE USE O	NLY
Date Received: Permit Num	ber:		Liner Steel Pit RFAC RFAS t Date: Lease Inspection: Yes No



Kansas Corporation Commission Oil & Gas Conservation Division

1085583

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 (C	Cathodic Protection Borehole Intent)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and 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 Adowner(s) of the land upon which the subject well is or will be lo CP-1 that I am filing in connection with this form; 2) if the form b form; and 3) my operator name, address, phone number, fax, are	ct (House Bill 2032), I have provided the following to the surface potential: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form the being filed is a Form C-1 or Form CB-1, the plat(s) required by this end email address. 1) cknowledge that, because I have not provided this information, the
KCC will be required to send this information to the surface ow	ner(s). To mitigate the additional cost of the KCC performing this fee, payable to the KCC, which is enclosed with this form.
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-1	fee with this form. If the fee is not received with this form, the KSONA-1 1 will be returned.
Submitted Electronically	

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

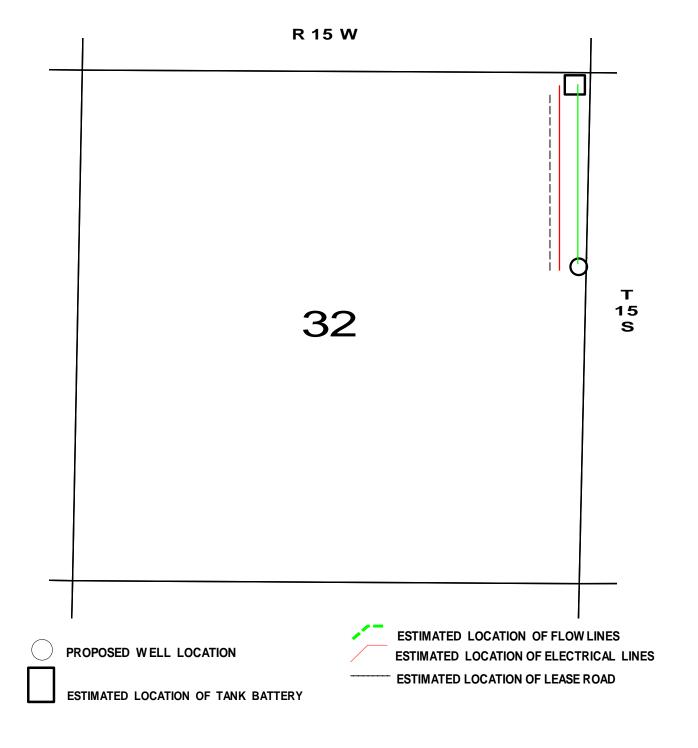
Denver, Colorado 80202 office: 303-831-4673; fax: 303-863-7285

WELL NAME: WEGELE 2-32

LOCATION: 2015 FNL / 5 FEL Sec. 32-15S-15W RUSSELL COUNTY

SURFACE OWNER: Marlene and Charles Farmer Georgina Wegele

3218 115th Avenue 321 East 12th Street SE Snohomish, WA 98230 Newton, KS 67114



OIL AND GAS LEASE

AGREEMENT, Made and entered into the	9 th	day of		July		2010
by and between	WALTER WEC		ORGINA WEC	ELE,		
whose mailing address isand	High Plains Ene	ergy Partners.	LLC	as 67114		Lessor (whether one or more),
	1515 Wynkoop	o, Suite 700, I	Denver, CO 80	202		_, hereinafter called Lessee:
Lessor, in consideration of Team acknowledged and of the royalties herein provided and geophysical and other means, prospecting drilling, min air into subsurface strata, laying pipe lines, storing oil, and transport said oil, liquid hydrocarbons, gases and described land, together with any reversionary rights at	in of the agreements of the Lesting and operating for and probuilding tanks, power station their respective constituent	ssee herein containe oducing oil, liquid l ns. telephone lines	ed, hereby grants, lea nydrocarbons, all gas and other structures	ses and lets exclusively unto es, and their respective consti	Lessee for the purpose ituent products, injecting	of investigating, exploring by g gas, water, other fluids, and
therein situated in County of	Russell		State of	Kansas		described as follows to-wit:
SEE EXHIBIT "A" AT	TACHED HERETO	AND MAD	E A PART HE	REOF FOR PROPE	ERTY DESCRIP	TION.
In Section 33 Township accretions thereto.	15 South	Range	15 West	and containing	160.00	acres, more or less, and all
Subject to the provisions herein contained, thi hydrocarbons, gas or other respective consti provisions hereof.	tuent products, or any of the	for a term of em, is produced fro	Three (3) om said land or land	years from this date (called pooled therewith or this lea	"primary term") and asse is otherwise mainta	s long thereafter as oil, liquid ined in effect pursuant to the
In consideration of the premises the said Less	ee covenants and agrees:					

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

2nd. To pay Lessor for gas, (including casinghead gas) of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth the market price at the well, (but, as to gas sold by Lessee, in no event more than one-eighth (1/8) of the net proceeds received by Lessee from such sales, such net proceeds to be less a proportionate he 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 emaking 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, peverations. If at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled or unitized therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred and twenty (120) days shall elapse between the completion or abandonment of one well and the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within lease that twenty (120) days from the date of cessation of production or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations, this lease shall continue in full force and effect so long as oil or gas is produced from the leased premises or on acreage pooled or unitized therewith.

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

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 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 or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or of assignment.

Lessee may at any time execute and deliver to Lessor or place of record a releases 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 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 strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightening, fire, storm, flood or other act of nature, explosion, governmental 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 inability to obtain a satisfactory market for production, or failure of purchasers or carriers to take or transport such production, or by other cause, whether of the kind prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provision or implied covenants of this lease when drilling, production, or other operations are so prevented or delayed.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment any mortgages, taxes 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

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 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 a gas well. Lessee shall execute in writing and record in the conveyance records of the country in which the land herein leased is situated an from the pooled unit, as if it were included in this lease. If production is found on the pooled or unitized into a tract or unit shall be treated, for all purposes except the payment of royalties on production on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled or unitized in the particular unit involved.

Lessor agrees to give written notice to Lessee, if, during the primary term of this lease, Lessor receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease or part thereof or interest therein, covered by the offer at the price and according to the to purchase the lease pursuant to the terms and conditions of the offer. Lessee, for a terms and conditions to the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph. Should Lessee elect alease for execution on behalf of Lessor along with Lessee's collection draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval record for payment.

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 geophysical information. All information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee herein agree that a portion of the consideration paid herein is for advance payment of usual and 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), bore hole(s) or other related facilities located on the ed facilities. Lessor further agrees that Lessee shall not be liable nor shall Lessee have the obligation to plug and abandon any of said existing oil and/or gas wells(s), bore hole(s) or

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

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

WALTER WEGGLE THE THE GEORGINA WEGGLE
GEORGINA WEGGLE

2 1 A PARE 1073

Motary Public	My commission expires
corporation, on behalf of the corporation.	ру ————————————————————————————————————
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	he foregoing instrument was acknowledge

EXHIBIT "A"

Attached to and made a part of that Certain Oil and Gas Lease dated July 9, 2010, by and between, Walter Wegele, et ux, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 15 WEST

SECTION 33:

That certain tract or parcel of land estimated to contain <u>160.00</u> acres, more or less, and being described as the Northwest Quarter (NW/4) of Section 33, Township 15 South, Range 15 West, Russell County, Kansas.

ADDITIONAL TERMS AND PROVISIONS:

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

OIL AND GAS LEASE

		LAND	GAS LE	ASE		
AGREEMENT, Made and entered into the				July		
by and between	WALTER W	EGELE and	GEORGINA W	EGELE,		
whose mailing address is	321 E 12th St	reet Ant # 3	202 Newton K	ansag 67114		
and	High Plains E	nergy Partne	ers, LLC	111505 0/114	hereinafter ca	alled Lessor (whether one or more
	1515 Wynko	op, Suite 70	0, Denver, CO	80202		hereinafter called Lessee
Lessor, in consideration of Tel acknowledged and of the royalties herein provided and geophysical and other means, prospecting drilling, minimair into subsurface strata, laying pipe lines, storing oil, the and transport said oil, liquid hydrocarbons, gases and the described land, together with any reversionary rights and	of the agreements of the ng and operating for and operating for and outliding tanks, power state their respective constitues after-acquired interest,	able Consident Lessee herein con producing oil, licenses	erations ntained, hereby grants quid hydrocarbons, all	Dollars (\$ 10.00), leases and lets exclusively uses, and their respective co	in hand pa nto Lessee for the pu onstituent products, in	id, receipt of which is hereb rpose of investigating, exploring b diecting gas, water, other fluids, an
therein situated in County of	Russell		State of	Kansas		described as follows to-wit:
SEE EXHIBIT "A" ATT	ACHED HERET	O AND MA	ADE A PART	HEREOF FOR PRO	PERTY DESC	'RIPTION
In Section 32 Township	15 South	Range	15 West	and containing		acres, more or less, and al
Subject to the provisions herein contained, this hydrocarbons, gas or other respective constitute provisions hereof. In consideration of the premises the said Lesser	lease shall remain in fore tent products, or any of					
1st. To deliver to the credit of Lessor, free of premises.		which Lessee ma	y connect wells on sa	id land, the equal one-eighth	(1/8) part of all oil r	roduced and caved from the local
2nd. To pay Lessor for gas, (including casingh (1/8), at the market price at the well, (but, as to gas sold part of the production, severance, or other excise taxes otherwise making any such gas merchantable) for the ear	tead gas) of whatsoever reby Lessee, in no event mand the cost incurred by	nature or kind pro- lore than one-eigh Lessee in deliver	oduced and sold, or us onth (1/8) of the net pro- ing, treating for the re	ed off the premises, or used in occeds received by Lessee from the property of the property of the property of the premises of	n the manufacture of m such sales, such ner other impurities in t	any products therefrom, one-eight proceeds to be less a proportionat he gas, processing, compressing, c
This lease may be maintained during the prima the leased premises or on acreage pooled or unitized the continuously prosecuted on the leased premises or on ac days shall clapse between the completion or abandonmer pooled or unitized therewith, the production should cea hundred and twenty (120) days from the date of cessatis shall continue in full force and effect so long as oil or ga	nt of one well and the be- se from any cause after on of production or from s is produced from the le the lease premises or lan	ginning of operati the primary term, the date of comp ased premises or ds pooled or uniti	ons for the drilling of this lease shall not to letion of a dry hole. on acreage pooled or u ized therewith are cap.	a subsequent well. If after dis- erminate if Lessee commence if oil or gas shall be discover- unitized therewith.	oscovery of oil or gas of secovery of oil or gas of secovery of oil or gas of secovery and or other substances controlled the office of the substances controlled the substances con	in the leased premises or on acreagor reworking operations within or result of such operations, this lease
If after the primary term one or more wells on are either shut in or production therefrom is not being st consecutive days such well or wells are shut in or production therefrom to be made to Lessor on or before the annivers, while the well or wells are shut in or production therefround the well or wells are shut in or production therefrould by Lessee from another well on the leased premises such operations or production occurs, as the case may be allowed. If said Lessor owns a less interest in the above	old by Lessee, such well oction therefrom is not set of this lease nex om is not being sold by I or lands pooled or unitize. Lessee's failure to property.	or wells shall never the control of	vertheless be deemed the Lessee shall pay an age expiration of the said that if this lease is in its shut-in royalty shall broyalty shall the content of the said that if the lease is in its shut-in royalty shall the content of the lease is in its shall render Lease is in its shall render Lease is in the lease is in its shall render Lease is in the lease in the	to be producing for the purpose gregate shut-in royalty of On d ninety (90) day period and it is primary term or otherwise e due until the end of the next essee liable for the amount due	se of maintaining the e Dollar (\$1.00) per a hereafter on or before being maintained by a following anniversare, but shall not operate	lease. If for a period of ninety (90 cre then covered by this lease, suc each anniversary date of this leas perations, or if production is bein y date of the lease that coesation c to terminate this lease.
If said Lessor owns a less interest in the above paid the said Lessor only in the proportion which Lessor	described land than the 's interest bears to the wh	entire and undivide	ded fee simple estate t d fee.	therein, then the royalties (inc	luding any shut-in ro	yalties) herein provided for shall b
ressee shall have the right to use, free of cost, j	gas, oil and water produc	ed on said land fo	or Lessee's operation t	hereon, except water from the	wells of Lessor.	
When requested by Lessor, Lessee shall bury L	essee's pipe lines below	plow depth.				
No well shall be drilled nearer than 200 feet to	the house or barn now or	said premises wi	ithout written consent	of Lessor.		
Lessee shall have the right at any time to some	's operations to growing	crops on said lan	d.			
Lessee shall have the right at any time to remove If the estate of either party hereto is assigned	e all machinery and fixth	res placed on sai	d premises, including	the right to draw and remove	casing.	
If the estate of either party hereto is assigned, successors or assigns, but no change in the ownership assignment or a true copy thereof. In case Lessee assigns of assignment.						
Lessee may at any time execute and deliver to such portion or portions and be relieved of all obligations	Lessor or place of record s as to the acreage surren	l a release or rele dered.	ases covering any por	tion or portions of the above	described premises ar	nd thereby surrender this lease as t
All express or implied covenants of this lease a Lessee held liable in damages, for failure to comply their and production of wells, and regulation of the price or transcription of the price or transcription of the price of th	ansportation of oil, gas of r orders, or by inability t e public enemy, war, blo ctory market for product of reasonably within cont essee shall not be liable	r other substance o obtain necessar ockade, public rio ion, or failure of trol of Lessee, thi for breach of any	covered hereby. Whe ry permits, equipment t, lightening, fire, stor purchasers or carrier is lease shall not term provision or implied	an drilling, reworking, product, services, material, water, elim, flood or other act of natures to take or transport such pinate because of such prevent covenants of this lease when	ion or other operation ion or other operation certicity, fuel, access re, explosion, govern production, or by any tion or delay, and, at drilling, production, or	including restrictions on the drillin is or obligations under this lease ar or easements, or by an act of Goo mental action, governmental delay or other cause, whether of the kin Lessee's option, the period of suc or other operations are so prevente
Lessor hereby warrants and agrees to defend the or other liens on the above described lands, in the event successors and assigns, hereby surrender and release all which this lease is made, as recited herein.	e title to the lands herein	described, and a	grees that the Lessee s	shall have the right at any time	e to redeem for Lesso	E by navment any mortages towe
Lessee, at its option, is hereby given the right a thereof, when in Lessee's judgment it is necessary or as under and that may be produced from said premises, suc or into a unit or units not exceeding 640 acres each in the instrument identifying and describing the pooled or unit from the pooled unit, as if it were included in this lease on the premises covered by this lease or not. In lieu of it the amount of his acreage placed in the unit or his royalty. Lessor agrees to give written notice to Lessee.	th pooling or unitization to e event of a gas well. Le zed acreage. The entire a If production is found on the royalties elsewhere he y interest therein on an ac	to be of tracts con ssee shall execute creage so pooled the pooled or un crein specified, Loreage basis bears	ntiguous to one another e in writing and record or unitized into a tract itized acreage, it shall essor shall receive on to the total acreage so	er and to be into a unit or unit if in the conveyance records of tor unit shall be treated, for all be treated as if production is production from a unit so po populed or unitized in the pre-	the conservation is not exceeding 40 ac f the county in which Il purposes except the had from this lease, woled only such portion	of oil, gas or other minerals in an rese each in the event of an oil wel the land herein leased is situated a payment of royalties on productio whether the well or wells be locate in of the royalty stipulated herein a
Lessor agrees to give written notice to Lessee, Lessor, a lease covering any or all of the substances co agrees to notify Lessee in writing of said offer immediate period of fifteen days after receipt of the notice, shall haverms and conditions specified in the offer. All offers me to purchase the lease pursuant to the terms, hereto, it shall ease for execution on behalf of Lessor along with Lesse of title according to the terms thereof. Upon receipt ther record for payment.	if, during the primary ter- vered by this lease and c- bly, including in the notic- ve the prior and preferred ade up to and including til Il so notify Lessor in wri- e's collection draft payal eof, Lessor shall prompti-	orm of this lease, I covering all or a pet the name and a linght and option he last day of the ting by mail or to be to Lessor in ply execute said le	Lessor receives a bona portion of said land h ddress of the offeror, to purchase the lease primary term of this lelegram prior to expira ayment of the specific ase and return the same	I fide offer which Lessor is we erein, with the lease becomin the price offered and all other or part thereof or interest therease shall be subject to the tention of said 15-day period. Let damount as consideration for the along with the endorsed drawer and the endorsed drawer and the subject to the tention of said 15-day period.	illing to accept from a geffective upon expi pertinent terms and c cin, covered by the of mand conditions of the sand conditions of the sand conditions of the same shall promptly the new lease, such aft to Lessee's represe	any party offering to purchase from iration of this lease. Lessor hereby anditions of the offer. Lessee, for fer at the price and according to the this paragraph. Should Lessee electhereafter furnish to Lessor the net draft being subject only to approve matrive or through Lessor's bank c
This lease may be signed in any number or no notwithstanding some of the Lessors above named who although not named above.	mhore of assessment					
Lessee shall have the exclusive right to explore not, including the drilling of holes, use of torsion balance and geophysical information. All information obtained toonsent. Lessor and Lessee herein agree that a portion o wheat, pasture or field, road use, compaction etc.). If an may elect to repair the damages in lieu of compensation.	e the land herein describe e, seismograph explosion by Lessee as a result of s f the consideration paid l y extraordinary damages	ed by geological, ns, magnetometer uch activity shall nerein is for adva- should occur, at	geophysical or other , or other geophysical be the exclusive prop nce payment of usual Lessee's discretion, L	methods, whether similar to a lor geological instruments, te verty of Lessee, and Lessee m and customary damages associates or its tenant (if Lessor l	those herein specified sts or procedures, for ay disseminate or sell inted with seismogra has a tenant) will be c	or not and whether now known of the purpose of securing geological such information without Lessor' ph operations (i.e.: tire tracks in the ompensated accordingly, or Lesse
Lessor (and Lessee) herein agree to less and e hereinabove described lease premises. Lessor further agr related facilities.				C I P I S I S I S I S I S I S I S I S I S	ny or suite existing on	and/or gas weris(s), bore noie(s) o
SEE EXHIBIT "A" ATTACHED	HERETO AND	MADE A F	PART HEREO	F FOR ADDITIONA	I TEDME AN	JD DDOVICIONS

BOOK 214 PAGE 0069

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commission expires	Notary Public		
	poration, on behalf of the	согрогатіоп.	
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s foregoing instrument was acknowledged before me this			° 5010
UNTY OF	Computer	william Achin	
ATE OF	erical	COUNTY, AND SOUTH AND SOUT	
OIL AND GAS LEASE FROM FROM Date Twp Rge Section Term County	STATE OF Kansas County Russell This instrument was filed for record on the 23 day of September 2010	in Book 214 Page 69-71 of the records of this office. By Register of Deeds. When recorded, return to \$16.00	Samuel Gary, Jr. & Associates, Inc. 1515 Wynkoop, Suite 700, Denver, CO 80202
	Motary Public		
commission expires		ia.	
e foregoing instrument was acknowledged before me this			7,2010
ONTY OF			
ATE OF			
DEBORAH KINGSLEY NOTARY PUBLIC NOTARY PUBLIC STATE OF KANSAS	Motary Public		
TOC-P-C-P commission expires	02900	h Kuradl	,
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EXHIBIT "A"

Attached to and made a part of that Certain Oil and Gas Lease dated July 9, 2010, by and between, Walter Wegele, et ux, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 15 WEST

SECTION 32:

That certain tract or parcel of land estimated to contain <u>80.00</u> acres, more or less, and being described as the East Half of the Northeast Quarter (E/2 of the NE/4) of Section 32, Township 15 South, Range 15 West, Russell County, Kansas.

ADDITIONAL TERMS AND PROVISIONS:

- 1. The provisions of this **EXHIBIT** "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- 2. Lessee shall bury and maintain all pipelines below ordinary plow depth (36").
- 3. Lessee shall pay all damages, caused by Lessee's operations hereunder to crops, including grass, and restore as nearly as practical, said premises to the same conditions and contour as previously existed, upon termination of this lease.
- 4. Lessee is hereby granted the option to extend the primary term of this lease for an additional 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.

WEGELE 2-32 ADDITIONAL SURFACE OWNERS:

MARLENE & CHARLES FARMER 3218 115TH AVENUE, SE SNOHOMISH, WA 98230