

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

1086930

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 🔲 E 🔲 V
DPERATOR: License#	(0/0/0/0) feet from N / S Line of Section
Name:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
State:	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MS
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OWWO: old well information as follows:	Surface Pipe by Alternate: II 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 Bate Original Total Beptin	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
CCC DK1 #:	Will Cores be taken?
CCC DKT #:	Will Cores be taken? Yes 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:
The undersigned hereby affirms that the drilling, completion and eventual plu t is agreed that the following minimum requirements will be met:	If Yes, proposed zone:
AFF The undersigned hereby affirms that the drilling, completion and eventual plu	If Yes, proposed zone:
AFF The undersigned hereby affirms that the drilling, completion and eventual plu t is agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i>	If Yes, proposed zone: IDAVIT Ingging of this well will comply with K.S.A. 55 et. seq. Idrilling rig; Ingging of this well will comply with K.S.A. 55 et. seq.
AFF The undersigned hereby affirms that the drilling, completion and eventual plut is agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i> through all unconsolidated materials plus a minimum of 20 feet into the	If Yes, proposed zone: IDAVIT IDAVIT
AFF The undersigned hereby affirms that the drilling, completion and eventual plut is agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist	If Yes, proposed zone: IDAVIT In gring of this well will comply with K.S.A. 55 et. seq. In drilling rig; In y circulating cement to the top; in all cases surface pipe shall be set underlying formation. In ict office on plug length and placement is necessary prior to plugging;
AFF The undersigned hereby affirms that the drilling, completion and eventual plut is agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg	If Yes, proposed zone: IDAVIT Inging of this well will comply with K.S.A. 55 et. seq. Idrilling rig; In y circulating cement to the top; in all cases surface pipe shall be set underlying formation. In ict office on plug length and placement is necessary prior to plugging; and or production casing is cemented in;
AFF The undersigned hereby affirms that the drilling, completion and eventual plust is agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1	If Yes, proposed zone: IDAVIT Inging of this well will comply with K.S.A. 55 et. seq. Idrilling rig; In y circulating cement to the top; in all cases surface pipe shall be set underlying formation. In ict office on plug length and placement is necessary prior to plugging; Indied or production casing is cemented in; If you have the interval of t
AFF The undersigned hereby affirms that the drilling, completion and eventual plust is agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented	If Yes, proposed zone: IDAVIT Ingging of this well will comply with K.S.A. 55 et. seq. Idrilling rig; In y circulating cement to the top; in all cases surface pipe shall be set underlying formation. In ict office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement
AFF The undersigned hereby affirms that the drilling, completion and eventual plust is agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1	If Yes, proposed zone: IDAVIT Ingging of this well will comply with K.S.A. 55 et. seq. Idrilling rig; In y circulating cement to the top; in all cases surface pipe shall be set underlying formation. In ict office on plug length and placement is necessary prior to plugging; Indied or production casing is cemented in; If you have the interval of
AFF The undersigned hereby affirms that the drilling, completion and eventual plusts agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 must be completed within 30 days of the spud date or the well shall be	If Yes, proposed zone: IDAVIT Ingging of this well will comply with K.S.A. 55 et. seq. Idrilling rig; In y circulating cement to the top; in all cases surface pipe shall be set underlying formation. In ict office on plug length and placement is necessary prior to plugging; Indied or production casing is cemented in; If you have any usable water to surface within 120 DAYS of spud date. If Yes, proposed zone: In it Yes, proposed zone: It yes, proposed zone: It yes, proposed zone: If Yes, proposed z
AFF The undersigned hereby affirms that the drilling, completion and eventual plusts agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 must be completed within 30 days of the spud date or the well shall be	If Yes, proposed zone: IDAVIT Ingging of this well will comply with K.S.A. 55 et. seq. Idrilling rig; In y circulating cement to the top; in all cases surface pipe shall be set underlying formation. In ict office on plug length and placement is necessary prior to plugging; Indied or production casing is cemented in; If you have the interval of
he undersigned hereby affirms that the drilling, completion and eventual plu is agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 must be completed within 30 days of the spud date or the well shall be	If Yes, proposed zone: IDAVIT In gring of this well will comply with K.S.A. 55 et. seq. Idrilling rig; In y circulating cement to the top; in all cases surface pipe shall be set underlying formation. In ict office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plugging; In it office on plug length and placement is necessary prior to plug length and placement is necessary prior to plu
The undersigned hereby affirms that the drilling, completion and eventual plut is agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 must be completed within 30 days of the spud date or the well shall be submitted Electronically For KCC Use ONLY	IDAVIT gging of this well will comply with K.S.A. 55 et. seq. drilling rig; by circulating cement to the top; in all cases surface pipe shall be set underlying formation. ict office on plug length and placement is necessary prior to plugging; ed or production casing is cemented in; from below any usable water to surface within 120 DAYS of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing plugged. In all cases, NOTIFY district office prior to any cementing. Remember to: - File Certification of Compliance with the Kansas Surface Owner Notification
The undersigned hereby affirms that the drilling, completion and eventual plut is agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 must be completed within 30 days of the spud date or the well shall be submitted Electronically For KCC Use ONLY API # 15 -	IDAVIT gging of this well will comply with K.S.A. 55 et. seq. drilling rig; by circulating cement to the top; in all cases surface pipe shall be set underlying formation. ict office on plug length and placement is necessary prior to plugging; ed or production casing is cemented in; from below any usable water to surface within 120 DAYS of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing plugged. In all cases, NOTIFY district office prior to any cementing. Remember to: - File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
The undersigned hereby affirms that the drilling, completion and eventual plut is agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 must be completed within 30 days of the spud date or the well shall be submitted Electronically For KCC Use ONLY API # 15 -	IDAVIT aging of this well will comply with K.S.A. 55 et. seq. drilling rig; by circulating cement to the top; in all cases surface pipe shall be set underlying formation. ict office on plug length and placement is necessary prior to plugging; and or production casing is cemented in; from below any usable water to surface within 120 DAYS of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing plugged. In all cases, NOTIFY district office prior to any cementing. Remember to: - File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; - File Drill Pit Application (form CDP-1) with Intent to Drill;
The undersigned hereby affirms that the drilling, completion and eventual plut is agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 must be completed within 30 days of the spud date or the well shall be submitted Electronically For KCC Use ONLY API # 15	IDAVIT aging of this well will comply with K.S.A. 55 et. seq. drilling rig; by circulating cement to the top; in all cases surface pipe shall be set underlying formation. ict office on plug length and placement is necessary prior to plugging; and or production casing is cemented in; from below any usable water to surface within 120 DAYS of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing plugged. In all cases, NOTIFY district office prior to any cementing. Remember to: - File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; - File Drill Pit Application (form CDP-1) with Intent to Drill; - File Completion Form ACO-1 within 120 days of spud date;
AFF The undersigned hereby affirms that the drilling, completion and eventual plust is agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 must be completed within 30 days of the spud date or the well shall be **Libmitted Electronically** **For KCC Use ONLY** API # 15	IDAVIT aging of this well will comply with K.S.A. 55 et. seq. drilling rig; by circulating cement to the top; in all cases surface pipe shall be set underlying formation. ict office on plug length and placement is necessary prior to plugging; and or production casing is cemented in; from below any usable water to surface within 120 DAYS of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing plugged. In all cases, NOTIFY district office prior to any cementing. Remember to: - File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; - File Drill Pit Application (form CDP-1) with Intent to Drill;
AFF The undersigned hereby affirms that the drilling, completion and eventual plut is agreed that the following minimum requirements will be met: 1. Notify the appropriate district office prior to spudding of well; 2. A copy of the approved notice of intent to drill shall be posted on each 3. The minimum amount of surface pipe as specified below shall be set through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 must be completed within 30 days of the spud date or the well shall be Libmitted Electronically For KCC Use ONLY API # 15	IDAVIT gging of this well will comply with K.S.A. 55 et. seq. drilling rig; by circulating cement to the top; in all cases surface pipe shall be set underlying formation. ict office on plug length and placement is necessary prior to plugging; ed or production casing is cemented in; from below any usable water to surface within 120 DAYS of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing plugged. In all cases, NOTIFY district office prior to any cementing. Remember to: File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; File Drill Pit Application (form CDP-1) with Intent to Drill; File Completion Form ACO-1 within 120 days of spud date; File acreage attribution plat according to field proration orders; Notify appropriate district office 48 hours prior to workover or re-entry; Submit plugging report (CP-4) after plugging is completed (within 60 days);
AFF The undersigned hereby affirms that the drilling, completion and eventual plusts agreed that the following minimum requirements will be met: 1. Notify the appropriate district office prior to spudding of well; 2. A copy of the approved notice of intent to drill shall be posted on each 3. The minimum amount of surface pipe as specified below shall be set through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 must be completed within 30 days of the spud date or the well shall be Ibmitted Electronically For KCC Use ONLY API # 15 - Conductor pipe required	IDAVIT aging of this well will comply with K.S.A. 55 et. seq. drilling rig; by circulating cement to the top; in all cases surface pipe shall be set underlying formation. ict office on plug length and placement is necessary prior to plugging; and or production casing is cemented in; from below any usable water to surface within 120 DAYS of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing plugged. In all cases, NOTIFY district office prior to any cementing. Remember to: - File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; - File Drill Pit Application (form CDP-1) with Intent to Drill; - File Completion Form ACO-1 within 120 days of spud date; - File acreage attribution plat according to field proration orders; - Notify appropriate district office 48 hours prior to workover or re-entry;

Side Two



SEWARD CO. 3390' FEL

For KCC Use ONLY	
API # 15	_

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator:				Loc	ation of We	/ell: County:	
_ease:						feet from N / S Line of S	Section
Well Number:						feet from E / W Line of S	Section
Field:				Sed)	Twp S. R	/
Number of Acres attributa				ls S	Section: [Regular or Irregular	
					ection is I	Irregular, locate well from nearest corner boundar er used: NE NW SE SW	y.
		ipelines and electric	o the neares al lines, as r	equired by	the Kansa	dary line. Show the predicted locations of as Surface Owner Notice Act (House Bill 2032).	
			nay attach a	75 ft		⊢ 1060 ft.	
		:				LEGEND	
						O Well Location Tank Battery Location Pipeline Location Electric Line Location Lease Road Location	
	·····	······································					
		'				EXAMPLE	
	:	32					
	·	·	·				
						O-7	30' FSL

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

930 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) Is the pit located in a Sensitive Ground Water A	Pit is: Proposed If Existing, date con Pit capacity: urea? Yes	Existing nstructed: (bbls)	SecTwp R East WestFeet from North / South Line of Section Feet from East / West Line of Section County mg/l
Is the bottom below ground level?	Artificial Liner?	No	(For Emergency Pits and Settling Pits only) How is the pit lined if a plastic liner is not used?
Pit dimensions (all but working pits): Depth fro	Length (fee		
If the pit is lined give a brief description of the li material, thickness and installation procedure.	ner		dures for periodic maintenance and determining acluding 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 spilled fluids to 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 Liner Steel Pit RFAC RFAS
Date Received: Permit Num	ber:	Permi	t Date: Lease Inspection: Yes No



Kansas Corporation Commission Oil & Gas Conservation Division

1086930

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

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)		
OPERATOR: License #	Well Location:		
	County:		
Address 1:	Lease Name: Well #:		
Address 2: City: State: Zip:+			
Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:		
Phone: () Fax: ()			
Email Address:			
Surface Owner Information:			
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface		
Address 1:	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 are preliminary non-binding estimates. The locations may be entered of Select one of the following: 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 ICP-1 that I am filing in connection with this form; 2) if the form form; and 3) my operator name, address, phone number, fax, a I have not provided this information to the surface owner(s). I a	acknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this		
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 vill 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: SCHMITT ET AL 1-32

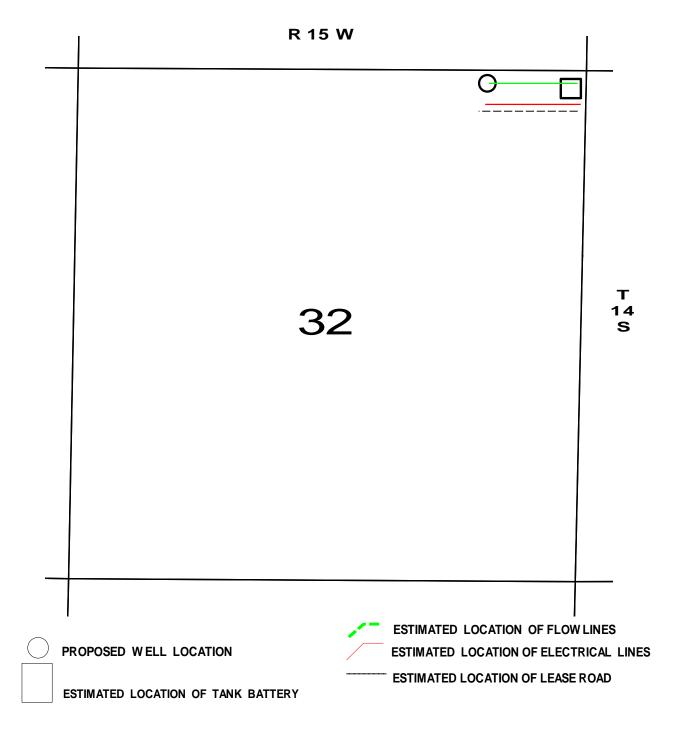
LOCATION: 75 FNL / 1060 FEL Sec. 32-14S-15W RUSSELL COUNTY

SURFACE OWNER: J.W. & Colene Schmitt Candace Ball

3898 177th 8306 Old State Route 21

Gorham, KS 67640 HIIIsboro, MO 63050

Please see attachment for additional owners.



EXTENSION OF OIL AND GAS LEASE

STATE OF KANSAS	}
COUNTY OF RUSSELL	}

KNOW ALL MEN BY THESE PRESENTS:

THAT, an Oil and Gas Lease dated <u>April 7, 2009</u> covering that certain tract of land containing an estimate of 160.00 acres, more or less, being situated in the <u>Northeast Quarter (NE/4)</u> of Section 32, Township 14 South, Range 15 West, Russell County, Kansas, was executed by:

J.W. SCHMITT and COLENE M. SCHMITT, husband and wife, whose addresses is declared to be 3898 177th Street, Gorham, Kansas 67640, as Lessor (whether one or more);

now owned by

HIGH PLAINS ENERGY PARTNERS, LLC, whose address is declared to be 1515 Wynkoop, Suite 700, Denver, Colorado 80202, as Lessee;

and being recorded in **Book** _______, Page _______ of the official records of the Register of Deeds, Russell County, Kansas, and being referred to hereinafter as the Subject Lease; and

WHEREAS, the term of the Subject Lease was granted for a period of Three (3) years; and

WHEREAS, Lessor has agreed to grant an extension of the Subject Lease for an additional Two (2) years;

NOW THEREFORE, in consideration of Ten Dollars and No/100 and Other Good and Valuable Consideration (\$10.00 & OVC) the receipt and adequacy of which are hereby acknowledged, the undersigned Lessor does hereby amend, modify and reform the Subject Lease, as follows:

1

It is expressly declared to be the intention of the parties that the Subject Lease be extended for <u>Two (2)</u> years, to the same extent and effect as though the Subject Lease had been granted in the first instance for a primary term of <u>Five (5)</u> years with the intent that the Lease term shall expire <u>April 7, 2014.</u>

It is expressly declared to be the intention of the parties that the Subject Lease be further amended by Lessor to hereby exclude from the terms of the Subject Lease any currently existing oil and/or gas well(s), bore hole(s) or other related facilities located on the hereinabove described lease premises. Lessor and Lessee further agree that Lessee shall not be liable nor shall Lessee have the obligation to plug and abandon any of said existing oil and/or gas well(s), bore hole(s) or related facilities.

2.

Lessor herein acknowledges that the Subject Lease, as amended is in full force and effect, and except as expressly amended, modified and reformed herein, the Subject Lease shall remain in full force and effect in accordance with its original terms and provisions. That, the Lessor hereby adopts, ratifies and confirms the Subject Lease, and further grants, leases and lets unto High Plains Energy Partners, LLC, as Lessee, in accordance with the terms and provisions of the Subject Lease.

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

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

IN WITNESS WHEREOF, this instrument is executed on February

4th 2012

COLENE M SCHMITT

32-14-15

212/26

Point SH - (PRESERVE SPECIAL) (PAID-UP)					
63U (Ber. 1996)	OIL AND	GAS LEAS	BE.	00-116 B	Mannas Shoo Print 101 Line in 10 In In 102 Line in 10 In In
ACCESSIONS, Med- and reduced into Sen	devel	2073			emostib mits rimiterbrand
by and belongs		Ape	1		2009
J. W. Sch	mitt and	Colene M.		- 1	
hus	band and	wife	SCHMIFF.		
	and	8469			
2000 447	- 1		13/		
when a sing sales is 3898 177th, Go and TDI 0il Operat	Phan, Ka	DERS 67640	10/ 48	Lie pour	
TOT OZI OPEFAT	lons, LL	G	161 8	181	and the same of the same of
			100	100	Indoor to a
a have achieved and of the number	addition	aal	Della ta To	OOL	-A rectabilities of the Federal
for how exclusively of any of the repetition for the SIII of the section of the s	And the state of t		Cuttering seeds part		come and their respecting faces, and other extensions in the product and after and other experient in speci, and other experient in speci, and other in fallings to age
950					
The North	esst Quar	ter (NE/4)			<u>.</u> :
					_
20					4.
o Bardon 32 Trompalay 145	Rates	159	16	0	6.76
Salignet to the presentations between contained, their forces that	morte to day to	//hman/S	Ministry 70		tweet, block or low, and pill
Saljan is the provinces been analised, this trees that a cliff specific consistency are not supported and the provinces are not respective compilators are in analism of the provinces the said larger constants in the first printing and the most of the said larger constants.	special on such of principles	a produced from said in	Advence from this dat	build "pileary tag	"A said on long thereafter
the formal stands or the property of the party of	Brook Marca des sudulata V.				and to
Said. To pay lower by per of wholesow agrees or hind		march fundament Region and	rated band, the squad	mandalah (hi) yanc od 1	og vij haspecinj navginiralj
have To pay become fair pass of whichenever menture or blad to the resident price at the well, Just, no be man odd by Lorens, let it the attacket price at the well, Just, no be man odd by Lorens, let it resolutes, or be the memorization of the memorization of the memorization of the property of the price will be produced on the promising principally. This losses may be membrated design the memory terms of the losses may be membrated out on the principal of the primary terms.	o drop (prove than a water to be made pur- ped becomes, and	are distribution of the process of t	or upon in the majoral and troubjent by lower well production you se y is made it will be	others of any sombary t Asia work unled, for the to not sold or wood,	the period of the
the party of man or business (fastern, the locates should have the a	100 100 100	A THE PERSON NAMED IN	continue, 17 the lawse	shall assessment at a	PM . 10 1.44
or reference to the second sec	had then the such	o hand worldwiden! des adjustit Evident (pas)	pioted within the less to made thereig, thes	al puter Sigl apadies the regulation havele y	resident the allest he make
Larger shed heavy the yight to turn, from at court, gues all and When majorated by horses; however shall beary leason's paper to the well shell be shelled to some whealt beary leason's paper to	White produced his of National Association (Inc.)	old field the later of a space	Can (Arreit, may b	eater fram the mails of	leng.
Lawrence of the design of the lawrence or the state of the lawrence or	r hinn tow to antid y	everleen without writers o	Propert of laws		
If the mints of either make beste is antiqual, and the parties, of physicism, according to a section, but	privilege of assignate	u in whole or in part is	circular the state to di	the and remove facing	1
To the matter of white some body bands in ambiguity and the statement of the source body bands in ambiguity, and the statement of the source of the source of the source of the source of the the respect to the ambiguity with a profitting attention of the source of the respect to the ambiguity of the source of the source of the language many is carry these manages and delivery to large or ye remains (this latter on to each profitting are purformed upon the profitting of the source of the source of the source of the source of the source of the remains (this latter on to each profitting are purformed upon the profitting of the source of the source of the source of the source of the source of the source of the source of the source of the source of the source of the source of the source of the source of the source of the source of the source of the source of the source of the source of the so	on the spensies of angles to the spic of angles	the hard or gardynamic ; In comp being andper (b	of recess, in whole or i	half to Markey at	ell count to their heirs, the leases with after the effect of all obligations
Account may see the protection in profitions articular values people. Account may see that the memorian and activery in larease any arrentates this insists on the needs portaint are purchases used by reddened at All memors used the reddened of All memors are despited protected of Original Section of the profit of the prof	full philippilare up t	ton of reference apopulary : I this acrossy's material formal	of building to building	a of the above remails	ad providing and Hamber
to the continue of the south provides are paraflored until the reflected of AM expenses or function fortenessed of first house pically by any contact or for part, now because lightly had adequately, for fulfaces to graduate. Another handly waverparts and appears to delayed the title to the graduate continues. On the continues or action of the continues.	postally theresists	d Prats Laps, Branches Freezistago is provincia	Ordere, Rober or Roger by, or K conds define	inthese, and this lesse	Antonius of test Bols
that lement, by Muches you and the learning translated product	a first served of delice	it of current by 5		hi at may have to raise	in the larger, his property
Lange, at the option, is hereby given the sight and present a	rpaneja dar selaksija (juli 8 juni) gy spanislatur sir	house in made, or realized	howin.	es in the promise du	erthad borott, in me flow
med fulful of de true good immensional may be it the vary offent the pa- factors, of the option, to being offent the major promise the sight and prome pa- cificies relicitly theorem, when is immediately seemed for the con- ception of the control of the control of the control of the con- ception of the control of the control of the control of the con- ception of the control of the control of the control of the con- trol of the control of the control of the control of the con- trol of the control of the control of the control of the con- trol of the product of the control of the control of the con- trol of the product of the control of the control of the con- trol of the control of the control of the control of the con- trol of the control of the control of the control of the con- trol of the control of the control of the control of the con- trol of the control of the control of the control of the con- trol of the control of the control of the con- trol of the control of the control of the con- trol of the control of the control of the con- trol of the control of the control of the con- trol of the control of the control of the con- trol of the control of the control of the con- trol of th		the in in make to prope a notal premium, rephysical and manufally feet never seed assembling feet never seeded an instrument in the on production from	litable or alony position ofly develop and open days in he of feet-do as reach in the preset of a mailplang and describe the product each, as if	thereof with where he are will have present ordinate in see much me well. Leaves shall are the period or was	of four or house in the or one to be into a unit consule in uniting and The order names so
ned by the unit or his regulty belowed therein set an according basis	elting from a melt : bears to the total or	or posted only such pour	to all this repulsy all	less everyod by this in pointed horses as the	on or not. In lies of the mount of his narrows

K Co (on M & Chmitt

Questions:

#?/acrepaid
for tease?

original lease?

Rec date?

BDOK 212 PAGE 0026

OIL AND GAS LEASE

AGRERAGENT NA		ND GAS LEA	· – –	
AGREEMENT, Made and entered into the	15 th	day of	July	201
y and between	ROSEMARY A. L.	ANDON, a single pers	on	201
hose mailing address isnd	1505 Alamo Avenu	e, Colorado Springs, (Colorado 80907	hereinefter cailed Larger (wheel
nd	High Plains Energy	Partners, LLC		meternater cared Lessor (whether one or mo
Lessor in consideration of	1515 WYIIKOOD SUR	eet, Suite 700, Denver	CO 80202	hereinafter called Lessor (whether one or mo
cknowledged and of the royalties herein provided and urpose of investigating, exploring by geophysical and ajecting gas, water, other fluids, and air into subsurface f treat, manufacture, process, store and transport said roducts or location of said wells, the following describ	of the agreements of the Lessee other means, prospecting, drilling, a strata, laying pipe lines, storing of oil, liquid hydrocarbons, gases and land, together with any reversion.	Onsiderations herein contained, hereby grants mining and operating for and pr il, placing tanks, power stations d their respective constituent pr any rights and after required.	Dollars (\$ 10.00), leases and lets exclusively unto I ducing oil, liquid hydrocarbons, all telephone lines, and other structure ducts and other products manufact	in hand paid, receipt of which is her lessee, together with ingress and egress, for gases, and their respective constituent produces as and things thereon to produce, save, take tured therefrom, regardless of the source of
SEE EXHIBIT "A" AT	Russell	State of	Kansas	described as follows to a
	WOLLD HEKE LO AN	D MADE A PART II	EREAE EAD DD Andra	TI DECOMPOSE
cretions thereto.	14 South Ran	ge 15 West	and containing 48	30.00 acres more or less and
Subject to the provisions herein contained, thi gas or other respective constituent products, or In consideration of the premises the said Lesse	s lease shall remain in force for a t	erm of three (3) years from	this data (ast) 44 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	
In consideration of the premises the said Lesse	any of them, is produced from said	l land or land pooled therewith o	or this lease is otherwise maintained	nd as long thereafter as oil, liquid hydrocarb in effect pursuant to the provisions hereof.
lst. To deliver to the credit of Lessor, free of	cost, in the pipe line to which Le	SSEE MAY connect wells on said	load the court of the court	
1/8), at the market price at the well, (but, as to gas sold art of the production, severance, or other excise taxes there making any such as marchantable) for the production.	nead gas) of whatsoever nature or by Lessee, in no event more than and the cost incurred by Lessee in	kind produced and sold, or used one-eighth (1/8) of the net proce a delivering, treating for the rem	off the premises, or used in the ma	mufacture of any products therefrom, one-eigales, such net proceeds to be less a proportion
ontinuously prosecuted on the leased premises or on a stys shall elapse between the completion or abandonme soled or unitized therewith, the production should ce undred and twenty (120) days from the date of cessati all continue in full force and effect to leave the	nerewith but Lessee is then engage creage pooled or unitized therewit int of one well and the beginning of ase from any cause after the prima on of production or from the date	ed in drilling, reworking operation; and operations shall be consi- f operations for the drilling of a superations for the drilling of a superation, this lease shall not tend to completion of a dry hole. If	ons thereon, then this lease shall collected to be continuously prosecuted subsequent well. If after discovery annate if Lessee commences additionally and the state of the st	of this lease, oil or gas is not being produce ontinue in force so long as operations are be if not more than one hundred and twenty () of oil or gas on the leased premises or on acre onal drilling or reworking operations within
If after the primary term one or more wells on e either shut in or production therefrom is not being s onsecutive days such well or wells are shut in or produsyment to be made to Lessor on or before the annivershile the well or wells are shut in or production therefild by Lessee from another well on the leased premise the operations or production occurs, as the case may be for a state of the same of	the lease premises or lands pooled old by Lessee, such well or wells section therefrom is not sold by Lessary date of this lease next ensuing om is not being sold by Lessee; ps or lands pooled or unitized there e. Lessee's failure to proper here.	or unitized therewith are capab inall nevertheless be deemed to see, the Lessee shall pay an aggr after the expiration of the said a ovided that if this lease is in its with, no shut-in royalty shall be	uzed merewith. e of producing oil or gas or other sibe producing for the purpose of maignets shut-in royalty of One Dollar inety (90) day period and thereafter primary term or otherwise being mutue until the end of the next following the conditions of the conditi	ubstances covered hereby, but such well or wintaining the lease. If for a period of ninety (\$1.00) per acre then covered by this lease, or on or before each anniversary date of this laintained by operations, or if production is no again to the contract of the contract o
If said Lessor owns a less interest in the above	described land than the entire and	snut-in royalty shall render Less undivided fee simple estate the	ee liable for the amount due, but she	all not operate to terminate this lease.
. Desace shall have the right to use, free of cost,	gas, oil and water produced on said	I land for I seems!	and the control of the country a	ny snut-in royaines) herein provided for shal
	-coace a pipe lines below blow den	th		f Lessor.
 No well shall be drilled nearer than 200 feet to 	the house or barn now on said nre-	mises without written	Lessor.	
Touse shall pay for damages caused by Lesse	e's operations to prouging crops on	فسما لشمم		
Lessee shall have the right at any time to remo	l, and the privilege of assigning in	ed on said premises, including the	e right to draw and remove casing,	
If the estate of either party hereto is assigned coessors or assigns, but no change in the ownership signment or a true copy thereof. In case Lessee assign assignment.	of the land or assignment of rent is this lease, in whole or in part, Le	als or royalties shall be binding ssee shall be relieved of all oblig	illowed, the covenants hereof shall on the Lessee until after the Less sations with respect to the assigned	extend to their heirs, executors, administrate has been furnished with a written transfe portion or portions arising subsequent to the
ch portion or portions and be relieved of all obligation	Lessor or place of record a releas	e or releases covering any portion	on or portions of the above describe	d premises and thereby ground at 1.
essee held liable in damages, for failure to comply the and production of wells, and regulation of the price or t eyented or delayed by such laws, rules, regulations of fike, lockout, or other industrial disturbance, act of Evernmental delay, restraint or inaction, or by inability falls kind specifically enumerated above or otherwise such prevention or delay shall be added to the term evented or delayed.	shall be subject to all Federal and receith, if compliance is prevented ransportation of oil, gas or other sub or orders, or by inability to obtain the public enemy, war, blockade, to obtain a satisfactory market for which is not reasonably within co hereof. Lessee shall not be liable	State Laws, Executive Orders, by, or if such failure is the resubstance covered hereby. When necessary permits, equipment, spublic rot, fire, storm, impaire r production, or failure of purch ntrol of Lessee, this lease shall for breach of any provision or in the state of the st	Rules or Regulations, and this lease it of, any such Law, Order, Rule or drilling, reworking, production or of ervices, material, water, electricity, d surface conditions, flood or othe asers or carriers to take or transport tot terminate because of such prever mplied covenants of this lease whe	shall not be terminated, in whole or in part, Regulation, including restrictions on the dril ther operations or obligations under this leas, fuel, access or easements, or by an act of or act of nature, explosion, governmental act such production, or by any other cause, when the production of the party of the period of the production of the period of
other liens on the above described lands, in the ever ccessors and assigns, hereby surrender and release all nich this lease is made, as recited herein.	nt of default of payment by Lessor right of dower and homestead in t	d, and agrees that the Lessee sha , and be subrogated to the right he premises described herein, in	all have the right at any time to rede s of the holder thereof, and the und so far as said right of dower and he	em for Lessor, by payment any mortgages, t ersigned Lessors, for themselves and their h omestead may in any way affect the purpose
ereof, when in Lessee's judgment it is necessary or a der and that may be produced from said premises, so into a unit or units not exceeding 640 acres each in crein leased is situated an instrument identifying and syment of royalties on production from the pooled un- hether the well or wells be located on the premises so	and power to pool, unitize or comb divisable to do so in order to prop ch pooling or unitization to be of the the event of a gas well or a horizo describing the pooled or unitized it, as if it were included in this leas vered by this lease or not in lieue.	ine the acreage covered by this erly develop and operate said le racts contiguous to one another ntal oil well. Lessee shall exec acreage. The entire acreage so e. If production is found on the fifther wells and acreage so	ease or any portion thereof with other as premises so as to promote the and to be into a unit or units not extend to be into a unit or units not extended in writing and record in the conpoled or unitized into a tract or pooled or unitized acreage, it shall	ner land, lease or leases in the immediate vici conservation of oil, gas or other minerals in ceeding 40 acres each in the event of an oil v veyance records of the county in which the unit shall be treated, for all purposes except be treated as if production.
Lessor agrees to give written notice to Lessee ssor, a lease covering any or all of the substances or condity lessee in writing of said offer immedia riod of fifteen days after receipt of the notice, shall hams and conditions specified in the offer. All offers in purchase the lease pursuant to the terms, hereto, it is see for execution on behalf of Lessor along with Less title according to the terms thereof. Upon receipt the lord for payment. This lease may be signed in any number of the payments of the conditions of the condit	if, during the primary term of this overed by this lease and covering tely, including in the notice the nar we the prior and preferred right an uade up to and including the last da all so notify Lessor in writing by n ee's collection draft payable to Les recof, Lessor shall promptly execut	I lease, Lessor receives a bona fall or a portion of said land her ne and address of the offeror, the doption to purchase the lease or yof the primary term of this leas all or telegram prior to expirath stor in payment of the specified a said lease and returns a	asis bears to the total acreage so po- de offer which Lessor is willing to be in, with the lease becoming effect, price offered and all other pertinen- part thereof or interest therein, cow- es shall be subject to the terms and c on of said 15-day period. Lessee shanount as consideration for the new	oled or unitized in the particular unit involve accept from any party offering to purchase a ive upon expiration of this lease. Lessor he it terms and conditions of the offer. Lessee, ered by the offer at the price and according to conditions of this paragraph. Should Lessee all promptly thereafter furnish to Lessor the y lease, such draft being subject on the velease. Such draft being subject on the velease such draft being subject on the velease.
hough not named above.	may not have joined in the execut	ion hereof. The word "Lessor"	on execution hereof as to his or her as used in this lease shall mean the	r interest and shall be binding on those sign
t, including the drilling of holes, use of torsion balar d geophysical information. All information obtained nsent. Lessor and Lessee herein agree that a portion neat, pasture or field, road use, compaction etc.). If a ty elect to repair the damages in lieu of compensation	re the land herein described by geo ce, seismograph explosions, magn, by Lessee as a result of such activ of the consideration paid herein is ny extraordinary damages should of	plogical, geophysical or other metometer, or other geophysical of ity shall be the exclusive proper for advance payment of usual an occur, at Lessee's discretion, Les	ethods, whether similar to those her r geological instruments, tests or pr ty of Lessee, and Lessee may disse d customary damages associated w sor or its tenant (if Lessor has a ten	rein specified or not and whether now know occdures, for the purpose of securing geolog minate or sell such information without Less the seign of the second propertions (i.e., thre tracks in the second propertions (i.e., the tracks in the second properties).
remandove described lease premises, unless Lessee in the well or bore holes Lessee shall not be liable nor sh	its sole discretion chooses to utilize	and Gas Lease any currently exe any such well or bore holes.	cisting oil and/or gas well(s), bore Lessor further agrees that unless I	hole(s) or other related facilities located on
SEE EMILEIT A ATTACHE) HERETO AND MAD	E A PART HEREOF	FOR ADDITIONAL TE	ERMS AND PROVISIONS
NWITNESS WHEREOF, the undersigned execute this	instrument as of the day and year	first above written.		
		ROSEMARY A. I	ANDON	

STATE OF COLORADO		×
COUNTY OF EL PASO		
The foregoing instrument was acknowledged before me this	day of July, 2011, by	Rosemary A. Landon
My commission expires <u>04 - 16 - 2013</u>	Notice Public Public	JUDY
STATE OF		BLOTZ
COUNTY OF		thy Commission Expires 04-16-201
The foregoing instrument was acknowledged before me thisby		, 20,
My commission expires	ā	
STATE OF	Notary Public	
COUNTY OF		
The foregoing instrument was acknowledged before me thisby	day of	, 20,
My commission expires		
	Notary Public	
OIL AND GAS LEASE FROM TO Date Section No. of Acres County County	STATE OFKansas County Russell This instrument was filed for record on the 10th and of August at 1:00 o-clock P. M., and duly recorded in Book 215 Page 808-810 of the records of this office. The records of this office. Register of Deeds of the Amely of Many and August Au	When recarded, return to Samuel Gary Jr. & Associates, Inc. 1515 Wynkoop St., Ste. 700, Denver, CO 80202
COUNTY OF		
The foregoing instrument was acknowledged before at 1.	1 - 6	
The foregoing instrument was acknowledged before me this of of	day of	, 20,
acorporatio	on, on behalf of the corporation.	
My commission expires		

Computer Numberical SS

Notary Public



SORGANIES ME

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED JULY 15, 2011, BY AND BETWEEN, ROSEMARYA. LANDON, AS LESSOR, AND HIGH PLAINS ENERGY PARTNERS, LLC, AS LESSEE.

PROPERTY DESCRIPTION:

TOWNSHIP 14 SOUTH - RANGE 15 WEST

SECTIONS 28 & 29:

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 28 Township 14 South, Range 15 West, Russell County, Kansas.

That certain tract or parcel of land estimated to contain <u>320.00</u> acres, more or less, and being described as the East half (E/2) of Section 29 Township 14 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:

- 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 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.
- 3. Lessee agrees herein to bury all pipelines to a depth below ordinary plow depth, and in no case shall any such pipeline constructed herein be buried less than thirty-six (36) inches.
- 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 \$20 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.

BOOK 215 PAGE 0810

	OIL	AND GAS LEA	SE	
AGREEMENT, Made and en	ntered into the15 th	day of	July	2011
by and between	MARIAN A. LA	YHER, widow of Rober	F. Layher	2011
whose mailing address is	206 East 20 th Str	eet, hays, Kansas 67665	h	ereinafter called Lessor (whether
and	206 East 20 th Str High Plains Ene 1515 Wynkoop	rgy Partners, LLC	G0 0000	, hereinafter called Lessee:
Lessor, in consideration of	Ten and Other Valueble	Considerations	CO 80202	, hereinafter called Lessee:
of treat, manufacture, process, store a products or location of said wells, the	Ten and Other Valuable retein provided and of the agreements of the Legeophysical and other means, prospecting, drill air into subsurface strata, laying pipe lines, storind transport said oil, liquid hydrocarbons, gase following described land, together with any reve	ing oil, placing tanks, power stations s and their respective constituent pr risionary rights and after-acquired in	, telephone lines, and other structures oducts and other products manufacturerst.	s and things thereon to produce, save, take care red therefrom, regardless of the source of said
therein situated in County of	Russell	State of	Kansas	described as follows to wit-
SEE EXHIB	OTT "A" ATTACHED HERETO	AND MADE A PART H	EREOF FOR PROPERTY	Y DESCRIPTION.
accretions thereto.	Township 14 South	Range 15 West	and containing48(0.00 acres, more or less, and all
Subject to the provisions her gas or other respective consti	rein contained, this lease shall remain in force for ituent products, or any of them, is produced from ises the said Lesses coverants and account	or a term of <u>three (3)</u> years from	this date (called "primary term") an	d as long thereafter as oil, liquid hydrocarbons,
The second second	and agrees:			
premises.	of Lessor, free of cost, in the pipe line to which	h Lessee may connect wells on said	land, the equal one-eighth (1/8) part	t of all oil produced and saved from the leased
2nd. To pay Lessor for gas, (1/8), at the market price at the well, (part of the production, severance, or otherwise making any such gas merch	(including casinghead gas) of whatsoever nature (but, as to gas sold by Lessee, in no event more other excise taxes and the cost incurred by Less antable) for the gas sold, used off the premiser, and during the primary term herrof without further	e or kind produced and sold, or used than one-eighth (1/8) of the net proce see in delivering, treating for the ren or in the manufacture of products the	off the premises, or used in the man eds received by Lessee from such sa loval of nitrogen, helium or other im refrom, said payments to be made an	nufacture of any products therefrom, one-eighth les, such net proceeds to be less a proportionate purities in the gas, processing, compressing, or
the leased premises or on acreage po continuously prosecuted on the leased days shall clapse between the complet pooled or unitized therewith, the pro- hundred and twenty (120) days from shall continue in full force and effect.	oled or unitized therewith but Lessee is then eid premises or on acreage pooled or unitized the tion or abandonment of one well and the beginniduction should cease from any cause after the the date of cessation of production or from the salong as all acres in production or from the	paged in drilling operations. If agaged in drilling, reworking operations shall be consing of operations for the drilling of a ormary term, this lease shall not ter date of completion of a dry hole. If	at the expiration of the primary term of ions thereon, then this lease shall co- dered to be continuously prosecuted subsequent well. If after discovery of minate if Lessee commences addition oil or gas shall be discovered and pro-	of this lease, oil or gas is not being produced on utinue in force so long as operations are being if not more than one hundred and twenty (120) f oil or gas on the leased premises or on acreage nal drilling or reworking operations within one opticed as a result of more presented.
consecutive days such well or wells a payment to be made to Lessor on or t while the well or wells are shut in or sold by Lessee from another well on t such operations or production occurs,	from is not being sold by Lessee, such well or were shut in or production therefrom is not sold by before the anniversary date of this lease next ensproduction therefrom is not being sold by Lesse the leased premises or lands pooled or unitized tast the case may be. Lessee's failure to properly as the case may be.	rells shall nevertheless be deemed to Lessee, the Lessee shall pay an age suing after the expiration of the said ee; provided that if this lease is in its herewith, no shut-in royalty shall be Quay shut-in royalty shall render I as	be producing for the purpose of main regate shut-in royalty of One Dollar (nuncty (90) day period and thereafter primary term or otherwise being mai due until the end of the next following	bstances covered hereby, but such well or wells nataning the lease. If for a period of ninety (90) \$1.00) per acre then covered by this lease, such on or before each anniversary date of this lease intained by operations, or if production is being g anniversary date of this lease that cessation of
If said Lessor owns a less in paid the said Lessor only in the propo	nterest in the above described land than the entirection which Lessor's interest bears to the whole	e and undivided fee simple estate th	erein, then the royalties (including ar	in not operate to terminate this lease. By shut-in royalties) herein provided for shall be
and the state of t	o asc, nee of cost, gas, on and water produced o	n said land for Lessee's operation the	ereon, except water from the wells of	Lessor
When requested by Lessor,	Lessee shall bury Lessee's pipe lines below ploy	v depth.		
Lessee shall pay for damage	rer than 200 feet to the house or barn now on sai	d premises without written consent o	f Lessor.	
Lessee shall have the right a	it any time to remove all machinery and fixtures	placed on said promises in testing a	ne right to draw and remove casing	
If the estate of either party successors or assigns, but no change assignment or a true copy thereof. In of assignment.	hereto is assigned, and the privilege of assigni in the ownership of the land or assignment of case Lessee assigns this lease, in whole or in pa	ing in whole or in part is expressly f rentals or royalties shall be bindin rt, Lessee shall be relieved of all obli	allowed, the covenants hereof shall g on the Lessee until after the Lesse gations with respect to the assigned p	extend to their heirs, executors, administrators, te has been furnished with a written transfer of portion or portions arising subsequent to the date
Lessee may at any time exe	cute and deliver to Lessor or place of record a r	elease or releases covering any porti	on or portions of the shove described	I premises and thembus are at a dist
All express or implied cove Lessee held liable in damages, for fat and production of wells, and regulation prevented or delayed by such laws, strike, lockout, or other industrial digovernmental delay, restraint or inaction of the kind specifically enumerated to of such prevention or delay shall be prevented or delayed.	enants of this lease shall be subject to all Federa ilure to comply therewith, if compliance is prev on of the price or transportation of oil, gas or of rules, regulations or orders, or by inability to o isturbance, act of the public enemy, war, block tion, or by inability to obtain a satisfactory mar above or otherwise, which is not reasonably with added to the term hereof. Lessee shall not be !	Il and State Laws, Executive Orders, ented by, or if such failure is the rester substance covered hereby. When thain necessary permits, equipment, tade, public riot, fire, storm, impairect for production, or failure of purel in control of Lessee, this lease shall iable for breach of any provision or	Rules or Regulations, and this lease ult of, any such Law, Order, Rule or idrilling, reworking, production or of services, material, water, electricity, ed surface conditions, flood or dransport not terminate because of such preven implied covenants of this lease when	shall not be terminated, in whole or in part, nor Regulation, including restrictions on the drilling her operations or obligations under this lease are fuel, access or easements, or by an act of God act of nature, explosion, governmental action such production, or by any other cause, whether the production of delay, and, at Lessee's option, the period arbilling, production, or other operations are set.
or other liens on the above described successors and assigns, hereby surrer which this lease is made, as recited h	agrees to defend the title to the lands herein de d lands, in the event of default of payment by L nder and release all right of dower and homester tersin	scribed, and agrees that the Lessee sl essor, and be subrogated to the righ and in the premises described herein.	nall have the right at any time to redects of the holder thereof, and the under n so far as said right of dower and he	em for Lessor, by payment any mortgages, taxes
Lessee, at its option, is here thereof, when in Lessee's judgment under and that may be produced from or into a unit or units not exceeding herein leased is situated an instrume payment of royalties on production f whether the well or wells be located of the royalty etimes.	by given the right and power to pool, unitize or it is necessary or advisable to do so in order to n said premises, such pooling or unitization to be 640 acres each in the event of a gas well or a least identifying and describing the pooled or un- from the pooled unit, as if it were included in thi on the premises covered by this lease or not. In	combine the acreage covered by this properly develop and operate said to of tracts continuous to one another iorizontal oil well. Lessee shall exeitized acreage. The entire acreage states. If production is found on the lieu of the royalties elsewhere herein the original of the continuous acreage.	lease or any portion thereof with oth ease premises so as to promote the crand to be into a unit or units not execute in writing and record in the control opooled or unitized into a tract or to pooled or unitized acreage, it shall be promised.	ter land, lease or leases in the immediate vicinity conservation of oil, gas or other minerals in an eceding 40 acres each in the event of an oil well veyance records of the county in which the lan unit shall be treated, for all purposes except the be treated as if production is had from this lease
agrees to notify Lessee in writing of period of fifteen days after receipt of terms and conditions specified in the to purchase the lease pursuant to the lease for execution on behalf of Less of title according to the terms thereorecord for payment.	said offer immediately, including in the notice of the notice, shall have the prior and preferred rigories. All offers made up to and including the I terms, hereto, it shall so notify Lessor in writing or along with Lessee's collection draft payable f. Upon receipt thereof, Lessor shall promptly of	ring all or a portion of said land he he name and address of the offeror, if thi and option to purchase the lease of ast day of the primary term of this le- g by mail or telegram prior to expiral to Lessor in payment of the specified execute said lease and return the same	rein, with the lease becoming effecti he price offered and all other pertinen or part thereof or interest therein, cove ase shall be subject to the terms and c tion of said 15-day period. Lessee sh d amount as consideration for the new e along with the endorsed draft to Les	accept from any party offering to purchase from vice upon expiration of this lease. Lessor hereby it terms and conditions of the offer. Lessee, for ered by the offer at the price and according to the conditions of this paragraph. Should Lessee elec- all promptly thereafter furnish to Lessor the new v lease, such draft being subject only to approve seee's representative or though Lesser's beat-
notwithstanding some of the Lessors although not named above.	above named who may not have joined in the	shall be effective as to each Lessor execution hereof. The word "Lessor"	on execution hereof as to his or her	r interest and shall be binding on those signing
Lessee shall have the exclu- not, including the drilling of holes, and geophysical information. All in consent. Lessor and Lessee herein a wheat, pasture or field, road use, cor may elect to repair the damages in lice	usive right to explore the land herein described is use of torsion balance, seismograph explosions, formation obtained by Lessee as a result of sucl gree that a portion of the consideration paid her inpaction etc.). If any extraordinary damages she cu of compensation.	by geological, geophysical or other i magnetometer, or other geophysical a activity shall be the exclusive prop- isn is for advance payment of usual a ould occur, at Lessee's discretion, L	methods, whether similar to those her or geological instruments, tests or pr erty of Lessee, and Lessee may disser and customary damages associated wi essor or its tenant (if Lessor has a ten	rein specified or not and whether now known of occdures, for the purpose of securing geologics minate or sell such information without Lessor th seismograph operations (i.e.: tire tracks in the
hereinabove described lease premise such well or bore holes Lessee shall	agree to less and except from the terms of the s, unless Lessee in its sole discretion chooses to not be liable nor shall Lessee have the obligation	is Oil and Gas Lease any currently o utilize any such well or bore holes	existing oil and/or gas well(s), bore Lessor further agrees that unless Le	hole(s) or other related facilities located on the
	'ATTACHED HERETO AND N	TADE A PAKT HEKEON	FOR ADDITIONAL TE	ERMS AND PROVISIONS.

Marian Aley Layher

COUNTY OF Ellis		
The foregoing instrument was acknowledged before me the	his 12 day of July, 2011, by Marian A. Layher.	
My commission expires 1/19/2015	Notary Public	
STATE OF	SANDRA WILSON NOTARY PUBLIC	
COUNTY OF	STATE OF KANSAS My Appt. Exp.	015
The foregoing instrument was acknowledged before me	e this day of	0
My commission expires		
STATE OF	Notary Public	
COUNTY OF		
The foregoing instrument was acknowledged before me	e this, 20	0
My commission expires		
OIL AND GAS LEASE FROM TO Date Section Twp. Term	STATE OF Kansas County Russell This instrument was filed for record on the 10th and day of August 2011. at 1:00 o.clock P.M. and duly recorded in Book 215 Page 805-807 of the records of this office. When recorded, return to \$16.00 Samuel Gary Jr. & Associates, Inc.	1515 Wynkoop St., Ste. 700, Denver, CO 80202
The foregoing instrument was acknowledged before me	e this day of, 20	,
by	_ of	′—— —
a	corporation, on behalf of the corporation.	
My commission expires	Notary Public	

STATE OF KANSAS

3080 mm 318

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED JULY 15, 2011, BY AND BETWEEN, MARIAN A. LAYHER, AS LESSOR, AND HIGH PLAINS ENERGY PARTNERS, LLC, AS LESSEE.

PROPERTY DESCRIPTION:

TOWNSHIP 14 SOUTH - RANGE 15 WEST

SECTIONS 28 & 29:

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 28 Township 14 South, Range 15 West, Russell County, Kansas.

That certain tract or parcel of land estimated to contain <u>320.00</u> acres, more or less, and being described as the East half (E/2) of Section 29 Township 14 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:

- 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 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.
- 3. Lessee agrees herein to bury all pipelines to a depth below ordinary plow depth, and in no case shall any such pipeline constructed herein be buried less than thirty-six (36) inches.
- 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 \$20 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.

State of Kansas, Russell County, ss This instrument filed for record September 2, 2011 _ M. Recorded in Page 895-896 Register of Deads \$12.00



Numberica! Misc.

OIL AND GAS LEASE

AGREEMENT, Mac	le and entered into this_	15th	day of		July	, 2011
by	Margery F. Enke					
whose mailing address is					after called Lessor (w	hether one or more):
and	High Plains Energ	y Partner	s, LLC, 1515 W	nkoop, Suite 700, De	enver, CO 80202	hereinafter called
Lessee.						
here acknowledged and of exclusively unto lessee for t and producing oil, liquid h subsurface strata, laying pip save, take care of, treat, ma and other products manufac reversionary rights and after	the purpose of investigations of investigations of the passes, all gases, all gases, and both the process, store tured therefrom, and how	vided and cong, exploring and their in their in their ing tanks, per and transpusing and other in situated in their instances.	of the agreements of the agreements of by geophysical a respective constitutions, teleport said oil, liquid herwise caring for a County of Russ	of the lessee herein and other means, prosent products, injecting thone lines, and other hydrocarbons, gases its employees, the following the sell State of K	contained, hereby grapecting drilling, mining gas, water, other structures and things and their respective llowing described lar	rants, leases and lets ing and operating for fluids, and air into s thereon to produce, constituent products
The East Half (E/2)						
of Section <u>29</u> Towr	ship <u>14 South</u> Range	15 West	and containing	320.00 acres, mo	ore or less, and all acc	retions thereto.
Subject to the provis term"), and as long thereaft	tions herein contained, the er as oil, liquid hydrocar	nis lease sha bons, gas o	ll remain in force f r their respective c	or a term of Three (3) years from this or any of them is prod	date (called "primary duced from said land

or land with which said land is pooled. In consideration of the premises the said lessee covenants and agrees:

- 1st To deliver to the credit of lessor, free of cost, in the 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, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

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

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

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor and/or 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 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 and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether thPage 2 of 2 r 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.

215 0895 Lessee agrees not to transfer ope ns of this lease without Lessor's written approva t such approval shall not be unreasonably withheld. Lessee agrees to hold Lessor harmess regarding Lessee's or Transferee's operations.

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 instrume Witnesses:	MARGERY F. ENKE LARRY E. ENKE
STATE OF COLORADO	
COUNTY OF Lasimes	
The foregoing instrument was acknowledged before me this	day of <u>July</u> 2011 by Margery F. Enke and Larry E.
Enke, wife and husband.	
My commission expires 09-17-2011	Notary Public White Way
STATE OF	Notary Public NOTAPL Z
COUNTY OF	COLORADINI
The foregoing instrument was acknowledged before me this	day of2011
Ву	
My commission expires	
	Notary Public

OIL AND GAS LEASE

			I opi escheeu	September by Gary W. Curtis, as duly autho	rized General Partner
whose mailing address isand	110085 NW 110 th R	Road, Byers	Kansas 67021	hereinafter called Lesso	r (whether one or more):
subsurface strata, laying pipe line save, take care of, treat, manufactured and other products manufactured	carbons, all gases, and es, storing oil, building cture, process, store and	d their resp tanks, powe d transport	ective constituener stations, telephosaid oil, liquid hy	pollars (\$ 10.00 & OVC) in har for the lessee herein contained, herely dother means, prospecting drilling, to products, injecting gas, water, on the lines, and other structures and the drocarbons, gases and their respectively employees, the following described the state of Kansas described to the lines and the state of Kansas described to the lines and the state of Kansas described to the lines are stated to the lesses are	nd paid, receipt of which by grants, leases and lets mining and operating for ther fluids, and air into hings thereon to produce, tive constituent products
	The No	rthwest Q	uarter (NW/4) of alf (E/2) of Sectio	Section 28 🛩	
of Section 28 &29 Town thereto.	ship <u>14 South</u> R	lange15	West and co	ntaining 480.00 acres, more or	less, and all accretions
Subject to the provisions	s herein contained, this reafter as oil, liquid hyd land is pooled.			e for a term of3 year certive constituent products, or any c	

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 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 meaning of the preceding paragraph.

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

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

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

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

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor and/or 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 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 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 a gas well. Lessee shall execute in writing and record in the conveyance 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 conveyance included in this lease, whether the well or

Page 2 of

wells be located on the premises covere. By this lease or not. In lieu of the royalties else are 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 operations of this lease without Lessor's written approval, but such approval shall not be unreasonably withheld. Lessee agrees to hold Lessor harmless regarding Lessee's or Transferee's operations.

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.

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

IN WITNESS WHEREOF, the undersigned exe	cute this instrument as of the day and year first above written.
Witnesses:	JEC ENTERPRISES, L.P.
	Sace he and
	By: Gary W. Curtis, as duly authorized General Partner
STATE OF KANSAS COUNTY OF Pratt	ACKNOWLEDGEMENT FOR INDIVIDUAL
The foregoing instrument was acknowledged before me authorized General Partner for JEC Enterprises, LF	this 30 day of September, 2011 by Gary W. Curtis, as dul
My commission expires:	
My Appt. Expires 4-2	D-14
CONTRACTOR OF THE PARTY OF THE	
State of Kansas, Russell County, ss This instrument filed for record December 21, 2011 2:15 P M. Recorded in Book 216 Page 399-401 Register of Deeds	Numberical

899K 216 MW 0400

11 4 1

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED SEPTEMBER 25, 2011, BY AND BETWEEN JEC ENTERPRISES, L.P., AS LESSOR, AND HIGH PLAINS ENERGY PARTNERS, LLC, AS LESSEE.

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 not deduct from royalty payments due to Lessor any costs, including but not limited to compression, dehydration, transportation and gathering, or such other costs to produce gas or oil, and their constituent products, or costs to place such gas or oil in a marketable condition, only as such costs are incurred on the leased premises.
- 3. No well drilled on the leased premises shall be used for the disposal of salt water from wells off of the leased premises without the written consent of Lessor and without compensating Lessor for its use.
- 4. Should a well drilled on the premises be abandoned for any reason, Lessee shall have six (6) months (weather permitting) from the date of abandonment to remove all materials, including buried pipelines. Any such materials remaining on the premises after six (6) months shall become the property of Lessor.
- 5. Lessee agrees that it will comply with all regulations and statutes of all governmental entities having jurisdiction over compliance with environmental legislation. Lessee further agrees to accept the leased premises in its "as is" condition. It is acknowledged that Lessee has been advised to inspect the property to determine that it is suitable for the purpose intended and to ascertain that no environmental hazards or toxins are now present. Lessee shall indemnify and hold Lessor harmless from any claims, damages, actions or causes of action from any environmental damage or contamination caused or contributed to by Lessee subsequent to the commencement of this lease.
- 6. It is understood and agreed that any shut in royalties due and payable under the terms of this lease shall be computed and paid on the basis of five dollars (\$5.00) per net mineral acre covered hereby. Notwithstanding any other provisions of this lease, it is expressly understood and agreed that after the primary term, this lease cannot be maintained in force solely by the payment of shut in gas royalty for any one period in excess of 2 consecutive years.
- 7. It is expressly agreed, notwithstanding anything to the contrary herein, that if this lease be in force and effect for five (5) years after the expiration of the primary term or any extension thereof, the lease shall thereupon terminate as to the oil and gas rights in all zones or formations of the leased premises below the deepest producing formation of the leased premises or lands unitized therewith. Lessee shall be obligated to file of record in the courthouse a release of the lease covering such non-producing zones or formations within sixty (60) days following written demand thereof after the expiration of the primary term or any extension thereof.
- 8. Lessee agrees to furnish Lessor promptly, upon written request, a true copy of all of the following information pertaining to the leased premises or land unitized therewith, to-wit: all gas purchases contracts and supplemental agreements or amendments thereto which govern the sale of hydrocarbons produced under the terms of this lease; full and complete records showing volumes produced and values received on gross production; gas balancing statements; gas purchase statements; operation reports; core analysis; all well logs of whatever kind; and copies of any filings made to the Kansas Corporation Commission. Lessee shall not be required to provide Lessor with interpretive and proprietary data. Lessor herein agrees to hold any data provided by Lessee in strict confidence.
- 9. It is understood by Lessor and Lessee that this lease shall be treated as a separate and distinct lease for each of the 160.00 acres tracts described in the property description paragraph and such tracts shall not exceed 160.00 acres in size and any production secured on each of these tracts shall hold only the tract where such production is obtained and the unit of which said tract is a part of.

SIGN HERE FOR IDENTIFICATION:

JEC ENTERPRISES, L.P.

By: GARY W. CURTIS, as authorized General Partner

dapted Kansas Blue Print Form 88—(Producer's Special) (PAID-UP) 63U (Rev. 1993)

of





State of Kansas, Russell County, ss
This instrument filed for record
December 12, 2011
8:15 A M. Recorded in
Book 216 Page 346-347

OIL AND GAS LEASE

\$12.00

AGREEMENT, Made and entered into this	10th	day of	July		2011	bv	and	between,
Sandra B. Leas Revocable Trust, dated October 17,	2008, J. Micl	hael Leas,	Christopher Lea	s and	Ryan D). Lea	s, as	Successor
Co- Trustees, whose mailing address is 2914 Will	ow St., Hays,	KS 67601	hereinafter call	ed Les	sor (wh	ether	one o	r more),
And High Plains Energy Partners, LLC, 1	1515 Wynkoop	Suite 700, 1	Denver, CO 8020	2	hereina	fter ca	lled L	essee.

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 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 East Half (E/2)								
Section _	_ 29	_Township _	14 South	_ Range _	15 West	and containing	320.00	acres, more or less, and all accretions thereto

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:

- 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, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

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

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

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor and/or 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 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 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether th^{page 2} of ² r 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 operations ... this lease without Lessor's written approval, but approval shall not be unreasonably withheld. Lessee agrees to hold Lessor harmless regarding Lessee's or Transferee's operations.

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.

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. Such counterparts may be filed separately or combined to form one instrument for record keeping purposes.

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)

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. Christopher Leas, as Successor Co-Trustee STATE OF KANSAS **COUNTY OF ELLIS** Му Арр. Ехр. Z_day of. August 2011, by J. Michael Leas and Ryan D. The foregoing instrument was acknowledged before me this Leas, as Successor Co-Trustees of the Sandra B. Leas Revocable Trust, dated October 17, 2008. My commission expires 29. 14 Notary Public STATE OF KANSAS COUNTY OF The foregoing instrument was acknowledged before me this ___ ____ day of __ _____2011 by Christopher Leas, as Successor Co-Trustee of the Sandra B. Leas Revocable Trust, dated October 17, 2008. My commission expires _ **Notary Public**

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 21stday of	
by Candace M. Ball, a single person, whose mailing address is	January
	8306 Old State Route 21 Hillsboro, Missouri 63050
hereinafter called Lessor (whether one or more), AndSuite 700, Denver, CO 80202, hereinafter called Lessee.	High Plains Energy Partners, LLC, 1515 Wynkoop,
, herematter called Lessee.	Exercise Authors, LLC, 1515 Wynkoop,

Lessor, in consideration of <u>Ten and Other Valuable Considerations</u> 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 producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products manufactured therefrom, and housing and other wise 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 East Half (E/2)

of Section 29 Township 14 South Range 15 West and containing 320.00 acres, more or less, and all accretions thereto.

Subject to 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 as oil, liquid hydrocarbons, gas or their respective constituent products, or any of them is produced from said land

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 proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom 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 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 like effect as if such well had been completed within the term of years first mentioned.

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

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

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

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor and/or 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 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 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, 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.

IN W.	batteries, disposal wells and other batteries, disposal wells and other all further install appropriate gates and where the expiration of the second Lessee exercises this option, Lessee must renew all vided, it shall be considered for all purposes as though this lease day and year first above written.
IN W.	day and year first above written.
Candace M. B. single person	Market Str. 1975
STATE OF MISSOURI COUNTY OF Jefferson	WILLIAM J. ZOBRIST JR. Notary Public - Notary Soci State of Missouri Jefferson County New Commission & 11209874 day of February 2012
The foregoing instrument was acknowledged before me this _3 *	day of resolving 2012
My commission expires 7/5/2015	Welling Zoht Jr. Notary Public
OIL AND GAS LEASE FROM FROM O Cection Twp. Rge. County County	This instrument was filed for record on the 29th This instrument was filed for record on the 29th This instrument was filed for record on the 29th I 8:15

BOOK 216 PAGE 0966

2

SCHMITT ET AL 1-32 ADDITIONAL SURFACE OWNERS:

CANDACE M. BALL 8306 OLD STATE ROUTE 21 HILLSBORO, MO 63050

J. MICHAEL LEAS, CHRISTOPHER LEAS, AND RYAN D. LEAS, TRUSTEES, SANDRA B. LEAS REVOCABLE TRUST 2914 WILLOW STREET HAYS, KS 67601