

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

For KC	C Use:			
Effective	Date:			_
District #	‡			_
SGA?	Yes	No		

SGA?

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form C-1 March 2010 Form must be Typed Form must be Signed All blanks must be Filled

NOTICE OF INTENT TO DRILL

month day year	Spot Description:
PERATOR: License#	foot from N / S Line of Soction
ame:	feet from L E / W Line of Section
ddress 1:	_ Is SECTION: Regular Irregular?
ddress 2:	
Sity:	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: License#	_ Is this a Prorated / Spaced Field? Yes No
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet MS
Oil Enh Rec Infield Mud Rotary 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:
	Surface Pipe by Alternate: II II
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
(CC DKT #:	Will Golds be taken:
	If Yes, proposed zone:
A	FFIDAVIT
The undersigned hereby affirms that the drilling, completion and eventual	plugging of this well will comply with K.S.A. 55 et. seq.
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 shall be posted on ea	5 5 .
3. The minimum amount of surface pipe as specified below shall be s	et by circulating cement to the top; in all cases surface pipe shall be set
the such all consequent literates to a fall and the second for the fall and the	the underlying formation.
through all unconsolidated materials plus a minimum of 20 feet into	listrict office on plug length and placement is necessary prior to plugging:
4. If the well is dry hole, an agreement between the operator and the d	listrict office on plug length and placement is necessary <i>prior to plugging;</i>
4. If the well is dry hole, an agreement between the operator and the d5. The appropriate district office will be notified before well is either plu	, , , , , , , , , , , , , , , , , , , ,
 If the well is dry hole, an agreement between the operator and the office to the appropriate district office will be notified before well is either plue. If an ALTERNATE II COMPLETION, production pipe shall be cemer Or pursuant to Appendix "B" - Eastern Kansas surface casing order 	agged or production casing is cemented in; attended from below any usable water to surface within 120 DAYS of spud date. #133,891-C, which applies to the KCC District 3 area, alternate II cementing
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For KCC Use ONLY	
API # 15	

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

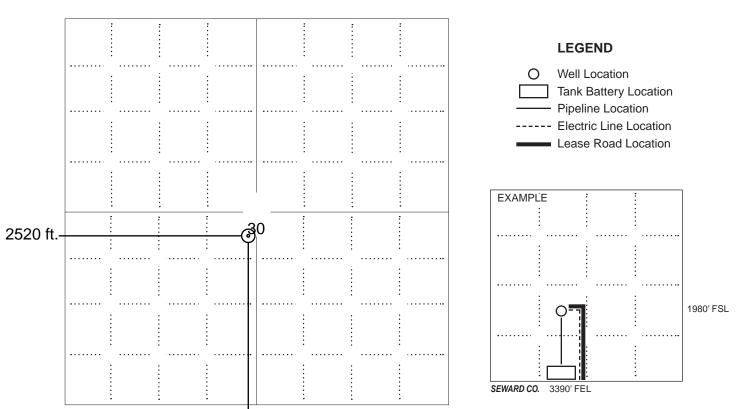
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	Sec Twp S. R
Number of Acres attributable to well:	Is Section: Regular or Irregular
	If Section is Irregular, locate well from nearest corner boundary. Section corner used: NE NW SE SW

PLAT

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

You may attach a separate plat if desired.



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

2310 ft.

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

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



Kansas Corporation Commission Oil & Gas Conservation Division

7263 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 Workover Pit Haul-Off Pit	Pit is: Proposed Existing If Existing, date constructed: ———		SecTwp R East		
(If WP Supply API No. or Year Drilled)	Pit capacity:	(bbls)	County		
Is the pit located in a Sensitive Ground Water A	Area? Yes	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)		
Is the bottom below ground level?	Artificial Liner?	No	How is the pit lined if a plastic liner is not used?		
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet) N/A: Steel Pits		
Depth fro	om ground level to dee	epest point:	(feet) No Pit		
If the pit is lined give a brief description of the li material, thickness and installation procedure.	dures for periodic maintenance and determining ncluding any special monitoring.				
Distance to nearest water well within one-mile	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:		Drilling, Work	over and Haul-Off Pits ONLY:		
Producing Formation:		Type of material utilized in drilling/workover:			
Number of producing wells on lease:		Number of working pits to be utilized:			
Barrels of fluid produced daily:		Abandonment procedure:			
Does the slope from the tank battery allow all spilled fluids to flow into the pit? Yes No		Drill pits must be closed within 365 days of spud date.			
Submitted Electronically					
	KCC	OFFICE USE O			
Date Received: Permit Num	ber:	Permi	Liner Steel Pit RFAC RFAS it Date: Lease Inspection: Yes No		



1107263

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

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

Select the corresponding form being filed: C-1 (Intent) CB-1 (CB-1)	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)				
OPERATOR: License #	Well Location:				
Name:	SecTwpS. R East				
Address 1:	County:				
Address 2:	Lease Name: Well #:				
City: State: Zip:+	9				
Contact Person:	the lease below:				
Phone: () Fax: ()					
Email Address:					
Surface Owner Information:					
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional				
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the				
Address 2:	county, and in the real estate property tax records of the county treasurer.				
City:					
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and k batteries, pipelines, and electrical lines. The locations shown on the plat in the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.				
☐ I certify that, pursuant to the Kansas Surface Owner Notice A owner(s) of the land upon which the subject well is or will be to CP-1 that I am filing in connection with this form; 2) if the form to form; and 3) my operator name, address, phone number, fax, at ☐ I have not provided this information to the surface owner(s). I at KCC will be required to send this information to the surface owner(s).	cknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this				
task, I acknowledge that I am being charged a \$30.00 handling If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-	fee with this form. If the fee is not received with this form, the KSONA-1				
Submitted Electronically					

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

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

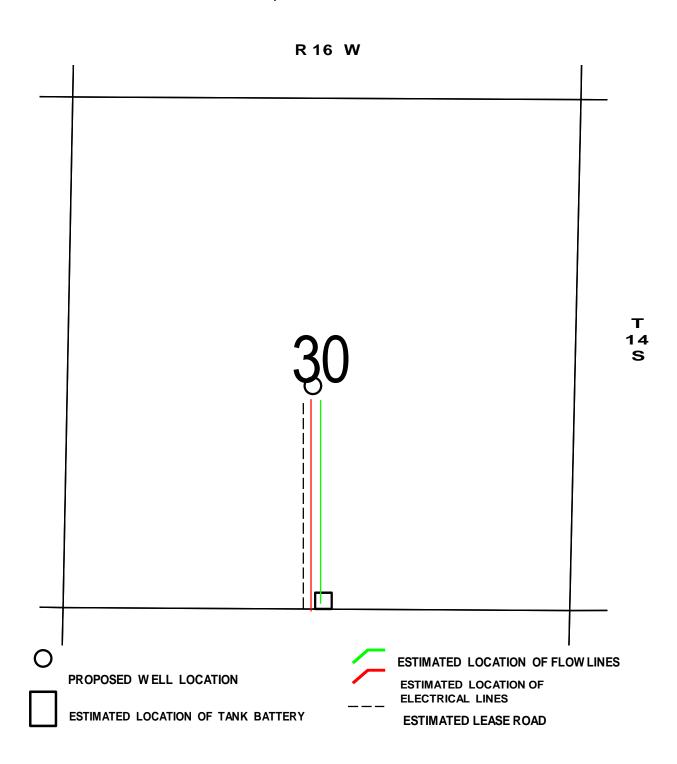
WELL NAME: Brungardt Et Al 1-30

LOCATION: 2310 FSL/2520 FWL Sec. 30-14S-16W ELLIS COUNTY

SURFACE OWNER: Gerald A. & Mary J. Brungardt

808 Grant

Victoria, KS 67671



ALS Kansas - (PAID-UP)

OIL AND GAS LEASE

AGREEMENT, Made and entered into the		of			2011
by and between	THE EVELYN L. SCI	HUMACHER RE	VOCABLE TRUST	dated Sentemb	er 24 2001
whose mailing address is	nerem represented ny l	rveivn I. Schiim	achor on Tenatoo		
		ays, Kansas 6760)1	hereinafter calle	ed Lessor (whether one or more).
rad	High Plains Energy Pa	rtners IIC			
		Suite 700, Denve	er, CO 80202		, hereinafter called Lessee:
Lessor, in consideration of Tel cknowledged and of the royalties herein provided and cophysical and other means, prospecting drilling, minimates.	and Other Valuable Cons	iderations	Dollars (\$ 10.00) in hand paid,	receipt of which is hereby
ecophysical and other means, prospecting drilling, mini- ir into subsurface strata, laying pipe lines, storing oil, h	ng and operating for and producing oil	contained, nereby grants, liquid hydrocarbons, all	, icases and lets exclusively u gases, and their respective co	nto Lessee for the purpo Instituent products, injec	se of investigating, exploring by
ind transport said oil. liquid hydrocarbons, gages and t	heir reconnection constituent and Justice	ne lines, and other structual other products manufa	res and things thereon to pro- ctured therefrom, and housin	iuce, save, take care of	treat, manufacture, process, store
herein situated in County of		State of	Kansas		described as follows to-wit:
SEE EXHIBIT "A" ATT	ACHED HERETO AND I	MADE A PART I	HEREOF FOR PRO	PERTY DESCR	IPTION.
Section 30 Township cretions thereto.	14 South Range _	16 West	and containing	80.00	acres, more or less, and all
Subject to the provisions herein contained, this hydrocarbons, gas or other respective constitute provisions hereof.					
		and hom said land of t	and booten meterin or mis	lease is otherwise mail	ntained in effect pursuant to the
In consideration of the premises the said Lessee lst. To deliver to the credit of Lessor, free of remises.		may connect wells on sai	id land the envel one sinksh	(1/9)	
2nd To nay Lessor for our (including against	and and of the	- J	a and the edusi one-eighth	(no) hart of an on broo	nuced and saved from the leased
2nd. To pay Lessor for gas, (including casingher), at the market price at the well, (but, as to gas sold art of the production, severance, or other excise taxes at therwise making any such gas merchantable) for the gas. This less way he maintained during the case way he maintained during the case.	cau gas) or whatsoever nature or kind by Lessee, in no event more than one-t md the cost incurred by Lessee in deli sold, used off the premises, or in the n	produced and sold, or use eighth (1/8) of the net pro- vering, treating for the re nanufacture of products the	ed off the premises, or used in ceeds received by Lessee from moval of nitrogen, helium or nerefrom, said navments to be	n the manufacture of any a such sales, such net prother impurities in the made mouthly	y products therefrom, one-eighth occeds to be less a proportionate gas, processing, compressing, or
This lease may be maintained during the primar	ry term hereof without further payment	or drilling operations. If	at the expiration of the prima	my term of this lease, oil	or gas is not being produced or
This lease may be maintained during the priman released premises or on acreage pooled or unitized thoutinuously prosecuted on the leased premises or on acys shall elapse between the completion or abandonmen cooled or unitized therewith, the production should cear undered and twenty (120) days from the date of cessatio all continue in full force and effect so long as oil or gas all or the primary from one or more wells on.	reage pooled or unitized therewith, and to one well and the beginning of open to from any cause after the prunary ten of production or from the date of co	d operations shall be con- ations for the drilling of a rm, this lease shall not te mpletion of a dry hole	mons thereon, then this lease sidered to be continuously pro- a subsequent well. If after dis arminate if Lessee commences foil or gas shall be discovered	shall continue in force esecuted if not more that covery of oil or gas on the additional drilling or re-	so long as operations are being n one hundred and twenty (120) he leased premises or on acreage eworking operations within one
If after the primary term one or more wells on t	is produced from the leased premises	or on acreage pooled or u	nitized therewith.	u and produced as a res	unt or such operations, this lease
e either shut in or production therefrom is not being so onsecutive days such well or wells are shut in or produc	ld by Lessee, such well or wells shall ; tion therefrom is not sold by Lessee, the	nitized therewith are capa nevertheless be deemed to	ble of producing oil or gas or be producing for the purpos	other substances covered of maintaining the leas	ed hereby, but such well or wells se. If for a period of ninety (90)
If after the primary term one or more wells on t ceither shut in or production therefrom is not being so unsecutive days such well or wells are shut in or production syment to be made to Lessor on or before the anniversabile the well or wells are shut in or production therefro lid by Lessee from another well on the leased premises the operations or production occurs, as the case may be. If said Lessor owns a less interest in the above.	ry date of this lease next ensuing after m is not being sold by Lessee; provide or lands pooled or unitized therewith, a	the expiration of the said of that if this lease is in it so shut-in royalty shall be	ninety (90) day period and the primary term or otherwise be due until the end of the next	Dollar (\$1.00) per acre tereafter on or before ea eing maintained by oper following anniversary d	then covered by this lease, such ch anniversary date of this lease rations, or if production is being ate of this lease that consection of
If said Lessor owns a less interest in the above id the said Lessor only in the proportion which Lessor's	described land than the entire and undi-	in royalty shall render Les vided fee simple estate the	see liable for the amount due, terein, then the royalties (incl	but shall not operate to uding any shut-in royalt	terminate this lease. ies) herein provided for shall be
Lessee shall have the right to use, free of cost, g		oou icc.			Or
When requested by Lessor, Lessee shall bury Le	ssee's pipe lines below plow depth.	and a special in	except water from the	wens of Lessor.	This thin
No well shall be drilled nearer than 200 feet to the	he house or barn now on said premises	without written consent o	of Lessor.		in Direct
Lessee shall pay for damages caused by Lessee'					in Direct College
Lessee shall have the right at any time to remove	all machinery and fixtures placed on	said premises, including t	he right to draw and remove c	asing.	
If the estate of either party hereto is assigned, cessors or assigns, but no change in the ownership of igument or a true copy thereof. In case Lessee assigns assignment.	and the privilege of assigning in whole f the land or assignment of rentals or this lease, in whole or in part, Lessee s	le or in part is expressly royalties shall be bindin hall be relieved of all obli	allowed, the covenants hereog g on the Lessee until after the gations with respect to the ac-	of shall extend to their le te Lessee has been furn signed portion or portion	neirs, executors, administrators, ished with a written transfer or as arising subsequent to the date
Lessee may at any time execute and deliver to I ch portion or portions and be relieved of all obligations	essor or place of record a release or re as to the acreage surrendered.	eleases covering any porti	ion or portions of the above d	escribed premises and th	hereby surrender this lease as to
All express or implied covenants of this lease all assee held liable in damages, for failure to comply there do production of wells, and regulation of the price or transvented or delayed by such laws, rules, regulations or like, lockout, or other industrial disturbance, act of the straint or inaction, or by inability to obtain a satisfact ecifically enumerated above or otherwise, which is not evention or delay shall be added to the term hereof. Le delayed.	hall be subject to all Federal and State	Laws, Executive Orders, r if such failure is the rest to covered hereby. When sary permits, equipment, iot, lightening, fire, storn of purchasers or carriers this lease shall not termin my provision or implied c	Rules or Regulations, and that of, any such Law, Order, It drilling, reworking, productive services, material, water, eleen, flood or other act of nature to take or transport such prate because of such preventiovenants of this lease when d	is lease shall not be term kule or Regulation, inclu- nor or other operations or stricity, fuel, access or e- c., explosion, governmer oduction, or by any off on or delay, and, at Lea- rilling, production, or of	ninated, in whole or in part, nor uding restrictions on the drilling obligations under this lease are assements, or by an act of God, stal action, governmental delay, her cause, whether of the kind see's option, the period of such ther operations are so prevented
Lessor hereby warrants and agrees to defend the other liens on the above described lands, in the event cessors and assigns, hereby surrender and release all rinich this lease is made, as recited herein.	title to the lands herein described, and of default of payment by Lessor, and i ight of dower and homestead in the pre	agrees that the Lessee she subrogated to the righ mises described herein, i	all have the right at any time is of the holder thereof, and t n so far as said right of dower	to redeem for Lessor, by the undersigned Lessors, and homestead may in	y payment any mortgages, taxes for themselves and their heirs, any way affect the purposes for
Lessee, at its option, is hereby given the right an ereof, when in Lessee's judgment it is necessary or adder and that may be produced from said premises, such into a unit or units not exceeding 640 acres each in the rein leased is situated an instrument identifying and dyment of royalties on production from the pooled unit, bether the well or wells be located on the premises cover the royalty stipulated herein as the amount of his acreas.	pooling or unitization to be of tracts of event of a gas well or a horizontal of escribing the pooled or unitized acrea as if it were included in this lease. If p red by this lease or not. In lieu of the n	ontiguous to one another il well. Lessee shall exer ge. The entire acreage so roduction is found on the oyalties elsewhere herein	and to be into a unit or units ute in writing and record in to pooled or unitized into a tra pooled or unitized acreage, if specified, Lessor shall receive	not exceeding 40 acres the conveyance records to the conveyance records to to runit shall be treated as if present on production from a production from a production from a present con production from a present control contro	oil, gas or other minerals in and each in the event of an oil well, of the county in which the land led, for all purposes except the ochection is had from this lease, unit so pooled only such portion
Lessor agrees to give written notice to Lessee, it ssor, a lease covering any or all of the substances coveres to notify Lessee in writing of said offer immediated of fifteen days after receipt of the notice, shall have me and conditions specified in the offer. All offers may purchase the lease pursuant to the terms, hereto, it shall see for execution on behalf of Lessor along with Lessee title according to the terms thereof. Upon receipt there yord for payment.	iduring the primary term of this lease cred by this lease and covering all or y, including in the notice the name and the prior and preferred right and optic to up to and including the last day of the so notify Lessor in writing by mail or s collection draft payable to Lessor in of, Lessor shall promptly execute said	Lessor receives a bona is a portion of said land her address of the offeror, the to purchase the lesse on a primary term of this leatelegram prior to expination payment of the specified lease and return the same	dide offer which Lessor is will rein, with the lease becoming e price offered and all other p part thereof or interest thereis se shall be subject to the term on of said 15-day period. Le amount as consideration for along with the endorsed draft	ling to accept from any effective upon expiration and conditions of this see shall promptly then to he new lease, such draft to Lessee's representation.	party offering to purchase from on of this lease. Lessor hereby tions of the offer. Lessee, for a ut the price and according to the paragraph. Should Lessee elect after furnish to Lessor the new tening subject only to approval teening subject only to approval ive or through Lessor's bank of
This lease may be signed in any number or nur twithstanding some of the Lessors above named who m hough not named above.	nhere of counterparts and shall be aff				
Lessee shall have the exclusive right to explore of including the drilling of holes, use of torsion balance d geophysical information. All information obtained by meent. Lessor and Lessee herein agree that a portion of heat, pasture or field, road use, compaction etc.). If any ay elect to repair the damages in lieu of compensation.	the land herein described by geologica, seismograph explosions, magnetomet / Lessee as a result of such activity she the consideration paid herein is for advextraordinary damages should occur,	al, geophysical or other meter, or other geophysical of all be the exclusive properance payment of usual areas thessee's discretion, Le	nethods, whether similar to the or geological instruments, test rty of Lessee, and Lessee may not customary damages associates ssor or its tenant (if Lessor ha	ose herein specified or is s or procedures, for the disseminate or sell suc- uted with seismograph of a a tenant) will be comp	not and whether now known or purpose of securing geological h information without Lessor's perations (i.e.: tire tracks in the tensated accordingly, or Lessee
Lessor (and Lessee) herein agree to less and ex teinabove described lease premises. Lessor further agre lated facilities.	cept from the terms of this Oil and G es that Lessee shall not be liable nor sk	as Lease any currently e	xisting oil and/or gas well(s) ation to plug and abandon any	, bore hole(s) or other i	related facilities located on the for gas wells(s), bore hole(s) or
SEE EXHIBIT "A" ATTACHED	HERETO AND MADE A	PART HEREOF	FOR ADDITIONAL	L TERMS AND	PROVISIONS

BOOK 758 PAGE 756

VELYN SCHUMACHER, as Trustee of the Evelyn L. Schumacher Revocable Trust, lated Sentember 24, 2001

;

EXHIBIT "A"

Attached to and made a part of that Certain Oil and Gas Lease dated March 5, 2011 by and between, THE EVELYN L. SCHUMACHER REVOCABLE TRUST, dated September 24, 2001, as Lessor, and High Plains Energy Partners, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 14 SOUTH - RANGE 16 WEST

SECTION 30:

That certain tract or parcel of land estimated to contain <u>80.00</u> acres, more or less, and being described as the West Half of the Southeast Quarter (W/2 of the SE/4) of Section 30, Township 14 South, Range 16 West, Ellis County, Kansas.

ADDITIONAL TERMS AND PROVISIONS:

- 1. The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- Lessee shall bury and maintain all pipelines below ordinary plow depth (36").
- 3. Lessee shall pay all damages, caused by Lessee's operations hereunder to crops, including grass, and restore as nearly as practical, said premises to the same conditions and contour as previously existed, upon termination of this lease.
- 4. Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee, in total, on or before the expiration date of lease by paying and delivering to Lessor at the above address, the sum of \$20.00 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.

STATE OF KANSAS		
COUNTY OF Ellis		
The foregoing instrument was acknowledged before me thisS ByEvelyn L. Schumacher, as Trustee	day of March	, 2011,
My commission expires 9-29-14	Notary Public	<u>(</u>
STATE OF	RY PURE DAVID C. DEFFENBAUGH	ر
COUNTY OF	STATE OF KANSAS, 4	
The foregoing instrument was acknowledged before me thisBy	day of	, 20,
My commission expires	Notary Public	
STATE OF	Tiomy I dollo	
COUNTY OF		
The foregoing instrument was acknowledged before me this	day of	
My commission expires		
OIL AND GAS LEASE FROM TO Date Section Twp. Ree. No. of Acres County County	STATE OF This instrument was filed for record on the 27 day of County This instrument was filed for record on the 27 day of Colock Am, and duly recorded in Book 768 Page 756 of the recorded of this office. When recorded, return to	Samuel Gary, Jr. & Associates, Inc. 1515 Wynkoop, Suite 700, Denver, CO 80202 Acadian Land Services, L.L.C. 101 W. Farvel Rd. Blog. 1 · 70508 Post Office Box 80487 Lafayette, LA 70598-0487
STATE OF		
COUNTY OF		
The foregoing instrument was acknowledged before me this of of corporation		
My commission expires		

Notary Public

ÁLS Kansas - (PAID-UP)

OIL AND GAS LEASE

	UEN I, Made and en		10	day of	·	Marc		2011
by and between		<u> </u>	PLEASE SEI	E EXHIBIT "A"	'ATTACHE	D HERETO AN	D MADE A PART	HEREOF
whose mailing addr	ress is		FOR NAME	S AND ADDRE	ESSES	D HERETO AN		
and			High Plains I	Energy Partners,	LLC		hereinafter called	Lessor (whether one or more)
			<u> 1313 Wynko</u>	ob oneer onice	<u>700, Denver.</u>	CO 80202		hereinafter called I essee
air into subsurface : and transport said o	consideration of of the royalties here ner means, prospect strata, laying pipe libit, liquid hydrocari	Ten a ein provided and of ing drilling, mining ines, storing oil, buil bons, gases and thei	and Other Valuation agreements of the and operating for and dring tanks, never the	able Considerati Lessee herein contained producing oil, liquid h	ONS d, hereby grants, le ydrocarbons, all ga	Dollars (\$ 10.00 asses and lets exclusiveluses, and their respective) in hand paid, y unto Lessee for the purpose constituent products, inject	receipt of which is hereby e of investigating, exploring by ing gas, water, other fluids, and eat, manufacture, process, ston or its employees, the following
therein situated in C	County of		Ellis		State of	Kans	as	described as follows to-wit:
	SEE EXHIB	IT "A" ATTA	CHED HERET	O AND MADE	A PART HI	EREOF FOR PR	OPERTY DESCRI	TION.
n Section	30	_ Township				and containing		acres, more or less, and all
Subject to hydrocarbo provisions			se shall remain in force t products, or any of					as long thereafter as oil, liquicalized in effect pursuant to the
1st. To del remises.	liver to the credit o		st, in the pipe line to v					aced and saved from the leased
2nd. To pa 1/8), at the market part of the production otherwise making an	ay Lessor for gas, (i price at the well, (b on, severance, or of my such gas mercha	including casinghead ut, as to gas sold by ther excise taxes and ntable) for the gas so	l gas) of whatsoever n Lessee, in no event m the cost incurred by old, used off the premis	ature or kind produced ore than one-eighth (1/ Lessee in delivering, tr ses, or in the manufactu	and sold, or used 8) of the net proces eating for the rema are of products ther	off the premises, or use eds received by Lessee to oval of nitrogen, helium efrom, said payments to	d in the manufacture of any from such sales, such net pro or other impurities in the g be made monthly.	products therefrom, one-eightle ceeds to be less a proportionate as, processing, compressing, or
he leased premises continuously prosect lays shall clapse be cooled or unitized to nundred and twenty shall continue in full	or on acreage poo- uted on the leased tween the completion therewith, the produ- (120) days from the I force and effect so	led or unitized there premises or on acres on or abandonment o action should cease to date of cessation o along as oil or gas is	with but Lessee is the uge pooled or unitized if one well and the beg from any cause after tof production or from produced from the les	rther payment or drilling, m engaged in drilling, therewith; and operation for inning of operations for the primary term, this I the date of completion used premises or on acm	ng operations. If at reworking operations shall be consider the drilling of a sease shall not term of a dry hole. If ceage pooled or unit	the expiration of the pro- ons thereon, then this lo- lered to be continuously ubsequent well. If after tinate if Lessee comme- oil or gas shall be discov- ized therewith.	imary term of this lease, oil lease shall continue in force of prosecuted if not more than discovery of oil or gas on the discovery of oil or discovery of oil or discovery of discovery of discovery discovery of discovery	or gas is not being produced or so long as operations are being one hundred and twenty (120 le leased premises or on acreage working operations within one lt of such operations, this lease
If after the re either shut in or consecutive days surayment to be made while the well or we cold by Lessee from such operations or n	primary term one of production therefre ch well or wells are to Lessor on or be ells are shut in or pu another well on the	or more wells on the orn is not being sold shut in or production fore the anniversary roduction therefrom the classed premises or sthe case may be	lease premises or land by Lessee, such well on therefrom is not sold date of this lease next is not being sold by L lands pooled or unitize	Is pooled or unitized that wells shall nevertheld by Lessee, the Lessee ensuing after the expinessee; provided that if ed therewith, no shut-it	erewith are capable ess be deemed to be shall pay an aggre- ration of the said no this lease is in its p a royalty shall be d	e of producing oil or gase be producing for the pur- gate shut-in royalty of inety (90) day period an orimary term or otherwi- uc until the end of the n	s or other substances covered pose of maintaining the lease One Dollar (\$1,00) per acre to dithereafter on or before each se being maintained by open ext following anniversary da	I hereby, but such well or wells. If for a period of ninety (90) then covered by this lease, such a number and any date of this lease thions, or if production is being to of this lease that cessation of terminate this lease.
aid the said Lessor	only in the proport	ion which Lessor's i	scribed land than the e uterest bears to the wh	intire and undivided fee ole and undivided fee.	e simple estate ther	ein, then the royalties (i	including any shut-in royalti	terminate this lease, es) herein provided for shall be
			oil and water produce ee's pipe lines below p		ee's operation ther	eon, except water from	the wells of Lessor.	Firect ZZZZZ
No well sh	all be drilled nearer	than 200 feet to the	house or barn now on	said premises without	written consent of	Lessor.		in Direct
			perations to growing (isar including the	right to draw and remo		thoused
If the estat accessors or assign ssignment or a true f assignment.	te of either party his, but no change in copy thereof. In ca	ereto is assigned, an a the ownership of the se Lessee assigns thi	d the privilege of assi he land or assignmen is lease, in whole or in	igning in whole or in p t of rentals or royalties part, Lessee shall be re	part is expressly all s shall be binding clieved of all obliga	lowed, the covenants h on the Lessee until after ations with respect to the	ereof shall extend to their her the Lessee has been furnice assigned portion or portion	eirs, executors, administrators, shed with a written transfer or s arising subsequent to the date
Lessee may uch portion or porti	y at any time executors and be relieved	te and deliver to Les l of all obligations as	sor or place of record to the acreage surrend	a release or releases collected.	overing any portion	or portions of the above	ve described premises and th	creby surrender this lease as to
All express essee held liable in nd production of wo wevented or delayer trike, lockont, or of estraint or inaction pecifically enumers revention or delay r delayed.	s or implied covena a damages, for failu ells, and regulation d by such laws, rul ther industrial distu , or by inability to ated above or other shall be added to the	note of this lease shall re to comply therew of the price or transges, regulations or or or bance, act of the problem a satisfactor wise, which is not rue term hereof. Less	Il be subject to all Fed ith, if compliance is proportation of oil, gas or ders, or by inability to ablic enemy, war, blo y market for producti easonably within control ee shall not be liable if	eral and State Laws, E revented by, or if such other substance covere o obtain necessary per ckade, public riot, light onde, public riot, light or of lessee, this lease or breach of any provis	xecutive Orders, R failure is the result of hereby. When d nits, equipment, se tening, fire, storm, tasers or carriers to be shall not terminal sion or implied cov	utles or Regulations, and tof, any such Law, Ord rilling, reworking, productives, material, water, flood or other act of mo take or transport such because of such prevenants of this lease who	d this lease shall not be term er, Rule or Regulation, inclu- uction or other operations or electricity, fuel, access or e- ature, explosion, governmen in production, or by any oth ention or delay, and, at Less en drilling, production, or other	inated, in whole or in part, nor ding restrictions on the drilling obligations under this lease are assements, or by an act of God, tal action, governmental delay, er cause, whether of the kind ee's option, the period of such ther operations are so prevented
Lessor here r other liens on the uccessors and assig		grees to defend the ti ands, in the event of er and release all righ						payment any mortgages, taxes for themselves and their heirs, my way affect the purposes for
under and that may be into a unit or u	be produced from s is not exceeding 64 ated an instrument ou production from smalls be located on	aid premises, such p 0 acres each in the c identifying and des n the pooled unit, as	cooling or unitization to event of a gas well or cribing the pooled or if it were included in	to properly develop at to be of tracts contiguous a horizontal oil well. I unitized acreage. The this lease. If production	nd operate said lears to one another at Lessee shall execute entire acreage so parties found on the parties of	se premises so as to pro nd to be into a unit or use in writing and record pooled or unitized into cooled or unitized acreas	omote the conservation of or nits not exceeding 40 acres of in the conveyance records of a tract or unit shall be treat ge, it shall be treated as if pro-	eases in the immediate vicinity il, gas or other minerals in and ach in the event of an oil well, if the county in which the land ed, for all purposes except the douction is had from this lease, nit so pooled only such portion the particular unit involved.
Lessor agreesor, a lease cove grees to notify Less	ees to give written a ring any or all of the see in writing of said	notice to Lessee, if, a he substances covered d offer immediately,	placed in the unit of it furing the primary ten ed by this lease and co including in the notice	is royany interest there in of this lease, Lessor overing all or a portion of the name and address	in on an acreage ba receives a bona fid tof said land here of the offeror, the	isis bears to the total acr le offer which Lessor is in, with the lease becom price offered and all oth	eage so pooled or unitized in willing to accept from any paint sing effective upon expiration or pertinent terms and condi-	nit so pooled only such portion the particular unit involved. party offering to purchase from n of this lease. Lessor hereby ions of the offer. Lesses for a
eriod of fifteen day erms and conditions o purchase the lease ease for execution of fittle according to ecord for payment.	s after receipt of the s specified in the of e pursuant to the ter on behalf of Lessor the terms thereof.	e notice, shall have the control of	he prior and preferred up to and including the notify Lessor in writ collection draft payab Lessor shall promptly	right and option to pure e last day of the primar ing by mail or telegran le to Lessor in paymen y execute said lease and	chase the lease or p y term of this lease a prior to expiration t of the specified a d return the same a	art thereof or interest the shall be subject to the to n of said 15-day period, mount as consideration long with the endorsed	erein, covered by the offer a erms and conditions of this p Lessee shall promptly there for the new lesse, such draft draft to Lessee's representati	and particular unit involved. and of this lease. Lessor hereby ions of the offer. Lessee, for a the price and according to the saragraph. Should Lessee elect after furnish to Lessor the new being subject only to approval we or through Lessor's bank of
Ithough not named	above.	ove named with may	mot have joined in (iii	e execution hereor. 12	e word "Lessor" as	i used in this lease shall	mean the party or parties wi	l be binding on those signing, no execute this lease as Lessor,
Lessee shal not, including the dr and geophysical info onsent. Lessor and wheat, pasture or fie may elect to repair the	rmation. All information. Lessee herein agre	mation obtained by I e that a portion of th action etc.). If any e	e land herein describe eismograph explosion essee as a result of st e consideration paid h atraordinary damages	d by geological, geoph s, magnetometer, or of ach activity shall be the erein is for advance pa should occur, at Lesset	ysical or other me her geophysical or exclusive property yment of usual and s's discretion, Less	thods, whether similar t geological instruments, y of Lessee, and Lessee customary damages ass or or its tenant (if Lesse	o those herein specified or netests or procedures, for the may disseminate or sell succeptated with seismograph of the has a tenant) will be compared to the seismograph of the seismogr	not and whether now known or purpose of securing geological information without Lessor's crations (i.e.: tire tracks in the ensated accordingly, or Lessee
	-	-	ept from the terms of that Lessee shall not	this Oil and Gas Lease be liable nor shall Less	e any currently exi ee have the obligat	isting oil and/or gas we ion to plug and abandor	ll(s), bore hole(s) or other r any of said existing oil and	elated facilities located on the for gas wells(s), bore hole(s) or
						FOR ADDITION	IAL TERMS AND	PROVISIONS.
Serulo	ear	gned execute this inst	•	und year first above wri	itten.			
Brungardt Life Estat	e Liles	- Dees	us			an	ndffe	200
2 COLEN DA	000	4	<u> </u>			RANDY	LAND B	20° ungardt
FERALD A. BRUN	GARDT	remouro	BOOK	768 PAGE	760	MARY J.	BRUNGARDT	angarar

STATE OF KANSAS	
COUNTY OF E7/15	
The foregoing instrument was acknowledged before me this 16 day of March By Gerald A. Brungardt, POA	, 2011,
My commission expires 9-29-14 Notary Public	
STATE OF CS DAVID C. DEFFENI	BAUGH
COUNTY OF E7/15 STATE OF KANSAS My App. Exp. 7-25	-14
The foregoing instrument was acknowledged before me this 16 day of March By Gerald A. Brungardt and Mary J. Brungard	, 20 <u>11</u> ,
My commission expires 9-29-14	20
STATE OF NOTARY PLANTAGE OF KANSAS MY App. Exp.	
COUNTY OF ETI'S	
The foregoing instrument was acknowledged before me this 16 day of March By Mary Ellen Davis & Randy C. Davis	, 20,
My commission expires 9-29-14 CARY PUBLIC DAVID C. DEF ENBAUGH NOTARY PUBLIC	
Date Section TO TO TO TO Section Twp. Reference Section To of Acres County County This instrument was filed for record on the Seventy of the Office. The records of this office. Reference Reference Source Reference Reference To octock Reference To octock Reference To octock Reference Reference To octock Reference To octock Reference To octock Reference Reference To octock Reference To octock Reference To octock Reference Reference Reference Reference To octock Reference Reference	When recorded, return to Samuel Gary, Jr. & Associates, Inc. 1515 Wynkoop, Suite 700, Denver, CO 80202
STATE OF	_
COUNTY OF	
The foregoing instrument was acknowledged before me this day of by of	
a corporation, on behalf of the corporation.	
My commission expires Notary Public	

EXHIBIT "A"

Attached to and made a part of that Certain Oil and Gas Lease dated March 16, 2011, by and between, THE HERMAN J. BRUNGARDT LIFE ESTATE, ET AL, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.

LESSORS NAMES AND ADDRESSES:

HERMAN J. BRUNGARDT LIFE ESTATE, herein represented by Gerald A. Brungardt, as Power of Attorney, whose address is declared to be 808 Grant Street, Victoria, KS 67671.

GERALD A. BRUNGARDT, husband of Mary J. Brungardt, as remainderman, whose address is declared to be 806 Grant Street, Victoria, KS 67671.

MARY ELLEN DAVIS, wife of Randy L. Davis, as remainderman, whose address is declared to be 5780 230th Avenue, Hays, KS 67601

PROPERTY DESCRIPTION:

TOWNSHIP 14 SOUTH - RANGE 16 WEST

SECTION 30:

That certain tract or parcel of land estimated to contain <u>160.00</u> acres, more or less, and being described as the Southwest Quarter (SW/4) of Section 30, Township 14 South, Range 16 West, Ellis County, Kansas.

ADDITIONAL TERMS AND PROVISIONS:

- 1. The provisions of this EXHIBIT "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.
- 2. Lessee shall bury and maintain all pipelines below ordinary plow depth (36").
- 3. Lessee shall pay all damages to crops, including grass, and restore as nearly as practical, said premises to the same conditions and contour as previously existed, upon termination of this lease.
- 4. Lessee is hereby granted the option to extend the primary term of this lease for an additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee, in total, on or before the expiration date of lease by paying and delivering to Lessor at the above address, the sum of \$20.00 per acre covered by the lease. In the event Lessee exercises this option, Lessee must renew all acreage covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years.
- 5. Lessors herein direct all monies accruing under the terms of this lease, whether it be Bonus, Damages, Rentals, or Royalties, to be paid in the following proportions:

HERMAN J. BRUNGARDT LIFE ESTATE	0%
GERALD A. BRUNGARDT	100%
MARY ELLEN DAVIS	0%