

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

For KCC	Use:	
Effective	Date:	
District #	<u> </u>	
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

Expected Spud Date:	Spot Description:
month day year	
DPERATOR: License#	(0/0/0/0) feet from N / S Line of Section
Vame:	feet from E / W Line of Section
Address 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
City:	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:
	Surface Pipe by Alternate: III
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
Directional, Deviated or Horizontal wellbore?	Water Source for Drilling Operations:
Yes, true vertical depth:	Well Farm Pond Other:
Bottom Hole Location:	DWR Permit #:(Note: Apply for Permit with DWR)
(CC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
	IDAVIT
The undersigned hereby affirms that the drilling, completion and eventual plug	gging of this well will comply with K.S.A. 55 et. seq.
is agreed that the following minimum requirements will be met:	
Notify the appropriate district office <i>prior</i> to spudding of well;	dellica e ei ec
2. A copy of the approved notice of intent to drill shall be posted on each	0 0 .
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202



For KCC Use ONLY	
API # 15	-

Operator: _

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Location of Well: County: __

Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	SecTwpS. R 🗌 E 🗍 W
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
Show location of the well. Show footage to the nearest lease roads, tank batteries, pipelines and electrical lines, as red	LAT lease or unit boundary line. Show the predicted locations of quired by the Kansas Surface Owner Notice Act (House Bill 2032). reparate plat if desired.
1320 ft.	LEGEND O Well Location Tank Battery Location Pipeline Location Electric Line Location Lease Road Location
26	EXAMPLE 1980' 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

Form CDP-1 May 2010 Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

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



1114736

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

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

Select the corresponding form being filed: C-1 (Intent) CB-1 (C	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and batteries, pipelines, and electrical lines. The locations shown on the plat the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
Select one of the following:	
owner(s) of the land upon which the subject well is or will be loc CP-1 that I am filing in connection with this form; 2) if the form be form; and 3) my operator name, address, phone number, fax, and I have not provided this information to the surface owner(s). I ack KCC will be required to send this information to the surface owner(s).	cknowledge that, because I have not provided this information, the rner(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

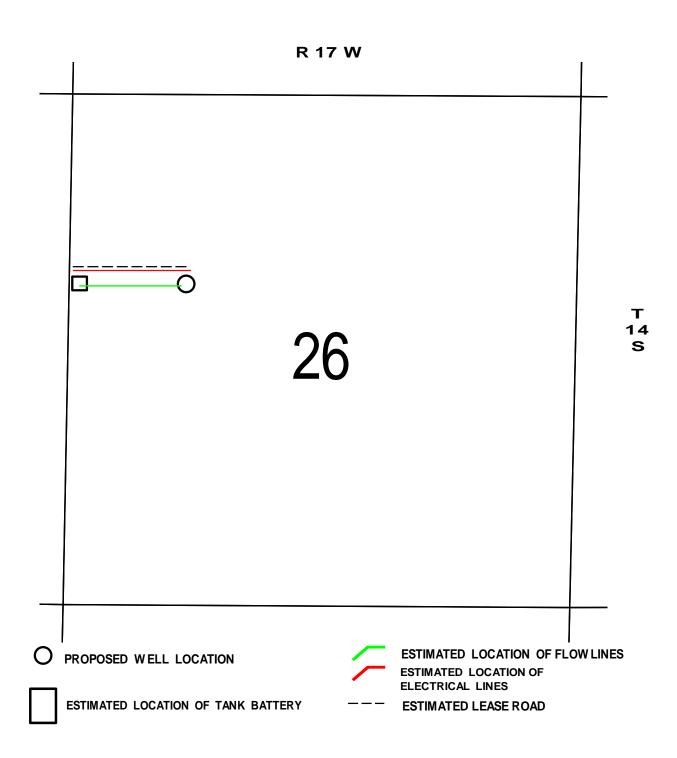
WELL NAME: HARLAN ET AL 1-26

LOCATION: 2025 FNL / 1320 FWL Sec. 26-14S-17W ELLIS COUNTY

SURFACE OWNERS: Harlan Dinkel

861 Pfeifer Ave. Victoria, KS 67671

Vernon Pfannenstiel 846 280th Ave. Hays, KS 67601



HARLAN ET AL 1-26 ADDITIONAL SURFACE OWNER:

VERNON PFANNENSTIEL 846 280TH AVENUE HAYS, KS 67601

EXTENSION OF OIL AND GAS LEASE

STATE OF KANSAS]
COUNTY OF ELLIS	}

KNOW ALL MEN BY THESE PRESENTS:

THAT, an Oil and Gas Lease dated <u>November 8, 2007</u> covering that certain tract of land containing an aggregate of <u>160.00</u> <u>acres</u>, more or less, being situated in the <u>West Half of the West Half (W/2 of the W/2)</u> of Section <u>26</u>, Township <u>14</u> South, Range <u>17</u> West, Ellis County, Kansas, was executed by:

HARLAN DINKEL, a single person, whose address is declared to be 861 Pfeifer Avenue, Victoria, Kansas 67671, 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 688, Page 833, of the official records of the Register of Deeds, Ellis 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 <u>Three (3) years with option to extend for two (2) years</u>; and

WHEREAS, Lessee exercised its option to extend the Subject Lease for two (2) years; and

WHEREAS, Lessor has agreed to grant a second extension of the Subject Lease for an additional One (1) year;

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>Three (3)</u> additional 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>Six</u> (6) years with the intent that the Lease term shall expire <u>November 8, 2013.</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 Samuel Gary, Jr. & Associates, Inc., 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 September 15, , 2010

LESSOR:

Harlan Dinkel

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70	Date	Section	No. of Acres		STAT	County Thi	day of	in Book	the st	By .	Wher	1515
OIL AND GAS LEASE		ă 	Acre		STATE OF	This instrument was filed for record on the	-	in Book 1	the records of this office	200	When recorded, return to	Samuel Gary, Jr. & Associates, Inc. 1515 Wynkoop, Suite 700, Denver, CO 80202
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Harlan J. Dinkel								Y	_			

STATE OF KANSAS

OIL AND GAS LEASE

AGREEMENT, Made	and entered into the	8th day of _		November			2007
by and between		HARLAN I	DINKEL, a single	e person			
whose mailing address isand		861 Pfeifer	Avenue, Victoria	L Kansas 67671		hereinafter called Le	ssor (whether one or more),
and		1560 Broad	way, Suite 2100,	Denver, CO 80202			, hereinafter called Lessee:
Lessor, in consideration of acknowledged and of the royaltin geophysical and other means, pro air into subsurface strata, laying and transport said oil, liquid hydescribed land, together with any	es herein provided and o ospecting drilling, mini- pipe lines, storing oil, l drocarbons, gases and t	of the agreements of the ng and operating for a building tanks, power: their respective constit	ne Lessee herein contain and producing oil, liquid stations, telephone lines ment products and other	I hydrocarbons, all gases, and s, and other structures and th	d lets exclusively unto Less d their respective constituer ings thereon to produce, sa	see for the purpose of it products, injecting ve, take care of treat,	investigating, exploring by gas, water, other fluids, and manufacture, process, store
therein situated in County of		Ellis		State of	Kansas		lescribed as follows to-wit:
	SEE EXHIBIT "A	" ATTACHED HI	ERETO AND MAI	DE A PART HEREOF	FOR PROPERTY DE	SCRIPTION.	
In Section 26 accretions thereto.	Township	14 South	Range	17 West	and containing	160.00	acres, more or less, and all
provisions hereof.				Three (3) years from said land or land poole	from this date (called "pried therewith or this lease i	mary term") and as l s otherwise maintain	ong thereafter as oil, liquic ed in effect pursuant to the
In consideration of the	-			omeet wells on said land, th	ne eanal one-eighth (1/8) no	art of all oil produced	and coved from the leaced
2nd. To pay Lessor for (1/8), at the market price at the v part of the production, severance otherwise making any such gas it							
This lease may be main the leased premises or on acrea continuously prosecuted on the lease shall clapse between the copooled or unitized therewith, the hundred and twenty (120) days is shall continue in full force and et							
If after the primary term are either shut in or production to consecutive days such well or we payment to be made to Lessor or while the well or wells are shut it sold by Lessee from another well such operations or production oc	n one or more wells on herefrom is not being se ells are shut in or produ- nor before the annivers in or production therefri I on the leased premises curs, as the case may be	the lease premises or lold by Lessee, such we ction therefrom is not any date of this lease nom is not being sold by or lands pooled or unit. Lessee's failure to p	ands pooled or unitized ill or wells shall nevert sold by Lessee, the Les ext ensuing after the ex y Lessee; provided that tized therewith, no shu toperty pay shut-in roya	therewith are capable of pro- theless be deemed to be produ- see shall pay an aggregate shorration of the said nucty (5 if this lease is in its primary tim royalty shall be due unity alty shall render Lessee liable	oducing oil or gas or other s ucing for the purpose of ma ut-in royalty of Two Dollar NO) day period and thereafte term or otherwise being m the end of the next follow for the amount due, but sh	ubstances covered he intaining the lease. I (\$2.00) per acre their on or before each a aintained by operation an universary date o all not operate to term	reby, but such well or wells f for a period of ninety (90) covered by this lease, such miversary date of this lease as, or if production is being f this lease that cessation of innate this lease.
If said Lessor owns a le paid the said Lessor only in the p	ess interest in the above	described land than th	e entire and undivided	fee simple estate therein, the	en the royalties (including a	ny shut-in royalties)	herein provided for shall be
Lessee shall have the rig	ght to use, free of cost, (gas, oil and water prod	uced on said land for L	essee's operation thereon, ex	cept water from the wells o	f Lessor.	Photo Sym
When requested by Les	sor, Lessee shall bury L	essee's pipe lines belo	w plow depth.				Direct
No well shall be drilled	nearer than 200 feet to	the house or barn now	on said premises witho	ut written consent of Lessor.			In Direct
Lessee shall pay for dar							Numerical OUT
If the estate of either p successors or assigns, but no ch- assignment or a true copy thereof of assignment.				remises, including the right to in part is expressly allowed, ties shall be binding on the e relieved of all obligations v		extend to their heirs ee has been furnishe portion or portions ar	executors, administrators, d with a written transfer or ising subsequent to the date
Lessee may at any time such portion or portions and be re	execute and deliver to elieved of all obligation	Lessor or place of reco	ord a release or release: endered.	s covering any portion or por	rtions of the above describe	d premises and there	by surrender this lease as to
	covenants of this lease: or failure to comply their ulation of the price or tra- ws, rules, regulations of al disturbance, act of the lility to obtain a satisfact or otherwise, which is no	shall be subject to all it rewith, if compliance is ansportation of oil, gas r orders, or by inability e public enemy, war, it ctory market for produ- tions and the complex within or	rederal and State Laws s prevented by, or if su or other substance cov y to obtain necessary p slockade, public riot, li cition, or failure of pu	Executive Orders, Rules or ch failure is the result of, any cred hereby. When drilling, ermits, equipment, services, glitening, fire, storm, flood relasers or carriers to take classe shall not terminate beca- town or implied covenants	y such Law, Order, Kule or reworking, production or of material, water, electricity, or other act of nature, explo or transport such production	Regulation, including ther operations or obli- fuel, access or easer osion, governmental a m, or by any other of	g restrictions on the drilling igations under this lease are nents, or by an act of God, action, governmental delay, ause, whether of the kind
Lessor hereby warrants or other liens on the above descr successors and assigns, hereby st which this lease is made, as recite	and agrees to defend the ribed lands, in the event arrender and release all ed herein.	e title to the lands here t of default of paymen right of dower and hor	in described, and agree t by Lessor, and be sub- nestead in the premises	s that the Lessee shall have brogated to the rights of the described herein, in so far a	the right at any time to rede holder thereof, and the und s said right of dower and he	em for Lessor, by pay ersigned Lessors, for omestead may in any	ment any mortgages, taxes themselves and their heirs, way affect the purposes for
Lessee, at its option, is i thereof, when in Lessee's judgm under and that may be produced or into a unit or units not exceed instrument identifying and descri from the pooled unit, as if it were on the premises covered by this i the amount of his acreage placed	ing 640 acres each in the bing the pooled or uniti- included in this lease.	e event of a gas well. zed acreage. The entire If production is found he must lies elsewhere	essee shall execute in acreage so pooled or u on the pooled or unities	writing and record in the cor mitized into a tract or unit sh ed acreage, it shall be treated	all be treated, for all purpos as if production is had from	nty in which the land es except the paymen in this lease, whether	herein leased is situated an t of royalties on production
In the event that Lessor, of the substances covered by this said offer immediately, including of the notice, shall have the prior the offer. All offers made up to a terms, hereto, it shall so notify Lessor along with Lesse's collecthereof. Upon receipt thereof, Le	during the primary terr lease and covering all in the notice the name and preferred right and	n of this lease, receive or a portion of said lar and address of the off option to purchase the	s a bona fide offer which id, herein, with the least or, the price offered a lease or part thereof o	th Lessor is willing to accept se becoming effective upon of and all other pertinent terms a r interest therein, covered by	from any party offering to perceivation of this lease. Leand conditions of the offer, the offer at the price and a	purchase from Lesson ssor hereby agrees to Lessee, for a period ecording to the terms	and conditions specified in
This lease may be signe notwithstanding some of the Less although not named above.	ed in any number or nu	imhere of counterparts	and chall be offertive	es to each I	A		24-20 22 2
Lessee shall have the end including the drilling of hole and geophysical information. All consent. Lessor and Lessee herei wheat, pasture or field, road use, may elect to repair the damages in	exclusive right to explore exclusive right to explore exclusive that a portion of compaction etc.) If any in lieu of compensation.	e the land herein descr e, seismograph explos by Lessee as a result o f the consideration pai y extraordinary damag	ibed by geological, geo ions, magnetometer, or f such activity shall be d herein is for advance es should occur, at Les	ophysical or other methods, v other geophysical or geolog the exclusive property of Le- payment of usual and custon sor's discretion, Lessor or its	whether similar to those he ical instruments, tests or pr ssee, and Lessee may dissenary damages associated wi s tenant (if Lessor has a ten	rein specified or not a ocedures, for the pur minate or sell such in th seismograph opera ant) will be compensa	and whether now known or pose of securing geological formation without Lessor's tions (i.e.: tire tracks in the ated accordingly, or Lessee
Lessor and Lessee herein Lessee further agree that Lessee s	n agree to less and exce hall not be liable nor sh	pt any currently existing all Lessee have the obl	ng oil and/or gas well(s igation to plug and aba), bore hole(s) or other relate ndon any said existing oil an	ed facilities located on the h d/or gas well(s), bore hole(s	ereinabove described) or related facilities	lease premises. Lessor and

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

2419

BOOK 688 PAGE 833

 $\overline{\text{IN}}$ WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

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OIL AND GAS LEASE	도		Twp.	ర	1	nty Ellis This instrument was filed for record on the of Makel	o-clock P.M., and duly recorded	the records of this office.	When recorded, return to
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UNTY OF _		as acknowledged	before me th					34	, _, =

Notary Public

EXHIBIT "A"

Attached to and made a part of that Certain Oil and Gas Lease dated November 8, 2007, by and between, HARLAN DINKEL, as Lessor, and SAMUEL GARY, JR. & ASSOCIATES, INC., as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 14 SOUTH - RANGE 17 WEST

SECTION 26:

That certain tract or parcel of land estimated to contain <u>160.00</u> acres, more or less, and being described as the West Half of the West Half (W/2 of the W/2) of Section 26, Township 14 South, Range 17 West, Ellis 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.
- 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 \$12 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.

EXTENSION OF OIL AND GAS LEASE

STATE OF KANSAS	}
COUNTY OF ELLIS	}



KNOW ALL MEN BY THESE PRESENTS:

THAT, an Oil and Gas Lease dated November 14, 2007 covering that certain tract of land containing an aggregate of 120.00 acres, more or less, being situated in the East Half of the Northwest Quarter (E/2 of the NW/4) and the Northeast Quarter of the Southwest Quarter (NE/4 of the SW/4) of Section 26, Township 14 South, Range 17 West, Ellis County, Kansas, was executed by:

OLIVA PFANNENSTIEL REVOCABLE LIVING TRUST, dated August 18, 1997, herein represented by: Oliva Pfannenstiel, as Trustee, whose address is declared to be 874 Main Munjor Street, Hays, Kansas 67601, 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 689, Page 128, of the official records of the Register of Deeds, Ellis 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 <u>Three (3) years with option to extend for two (2) years</u>; and

WHEREAS, Lessee exercised its option to extend the Subject Lease for two (2) years; and

WHEREAS, Lessor has agreed to grant a second extension of the Subject Lease for an additional One (1) year;

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>Three (3)</u> additional 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>Six (6)</u> years with the intent that the Lease term shall expire <u>November 14, 2013.</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 Samuel Gary, Jr. & Associates, Inc., 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 ________, 2010

LESSOR:

OLIVA PFANNENSTIEL REVOCABLE LIVING TRUST, dated August 18, 1997, herein represented by:

Oliva Pfannenstiel, as Trustee

Verson A

BOOK 762 PAGE 981

COUNTY OF ELLIS The foregoing instrument was acknowledged before me this 2	3rd day of November	, 2010,
by Oliva Pfannenstiel Revocable Living Trust, dated		
overy A Oliva Pfannenstiel, as Trustee		
My commission expires NOTARY PUBLIC - State of Kansas DON C. STAAB My Appl. Exp: Feb 20, 2014	Notary Public	
STATE OF		
COUNTY OF		
*		
The foregoing instrument was acknowledged before me this	day of	, 2010.
byand		
My commission expires	P _e	
	Notary Public	
PROM TO TO No. of Acres County County	STATE OF FOLLOWS County County This instrument was filed for record on the 13 day of Octock M. and duly recorded in Book 762 Page 981 of the records of this office. By 812.00 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	2010
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a corpora		
- Josephine	,	

BOOK 762 PAGE 982

Notary Public

OIL AND GAS LEASE

AGREEMENT, Made and entered into the	14thday of	November		2007
by and between	OLIVA PFANNESTI	EL REVOCABLE LIVING TR	UST dated August 18, 1997, he	erein represented
	by: Oliva Pfannensti	el, trustee		
whose mailing address isand	O 10 Y 0 A	eet, Hays, Kansas 67601 ssociates, Inc.		
		e 2100, Denver, CO 80202		
Lessor, in consideration of	and of the agreements of the Lessee her mining and operating for and producing oil, building tanks, power stations, telep and their respective constituent products	oil, liquid hydrocarbons, all gases, and their hone lines, and other structures and things the	exclusively unto Lessee for the purpose of respective constituent products, injecting hereon to produce, save, take care of treat,	investigating, exploring b gas, water, other fluids, an manufacture, process, stor
therein situated in County of				lescribed as follows to-wit:
		ND MADE A PART HEREOF FOR PRO		
In Section 26 Township accretions thereto.	14 South Rang	re 17 West and co	mtaining 120.00	acres, more or less, and al
Subject to the provisions herein contained, hydrocarbons, gas or other respective corprovisions hereof.	this lease shall remain in force for a tern stituent products, or any of them, is p	m of Three (3) years from roduced from said land or land pooled then	this date (called "primary term") and as I rewith or this lease is otherwise maintain	ong thereafter as oil, liquied in effect pursuant to th
In consideration of the premises the said L 1st. To deliver to the credit of Lessor, free		see may connect wells on said land, the equ	al one-eighth (1/8) part of all oil produced	l and saved from the lease
premises. 2nd. To pay Lessor for gas, (including cas (1/8), at the market price at the well, (but, as to gas part of the production, severance, or other excise to otherwise making any such gas merchantable) for the	singhead gas) of whatsoever nature or k sold by Lessee, in no event more than o we sand the cost incurred by Lessee in the new says sold used off the promises or in the	ind produced and sold, or used off the premi ne-eighth (1/8) of the net proceeds received the delivering, treating for the removal of nitrog he manufacture of products therefore, exist	ises, or used in the manufacture of any pro by Lessee from such sales, such net procee gen, helium or other impurities in the gas,	ducts therefrom, one-eight ds to be less a proportional processing, compressing, o
This lease may be maintained during the p the leased premises or on acreage pooled or unitize continuously prosecuted on the leased premises or days shall elapse between the completion or abando pooled or unitized therewith, the production should hundred and twenty (120) days from the date of ces shall continue in full force and effect so long as oil of	rimary term hereof without further pays ed therewith but Lessee is then engaged on acreage pooled or unitized therewith ament of one well and the beginning of it cease from any cause after the primar ssation of production or from the date or gas is produced from the leased premi	nent or drilling operations. If at the expiration in drilling, reworking operations thereon, it and operations shall be considered to be cooperations for the drilling of a subsequent we yetrm, this lease shall not terminate if Less completion of a dry hole. If oil or gas shall sees or on acreage pooled or unitized therewit	on of the primary term of this lease, oil or g then this lease shall continue in force so lontinuously prosecuted if not more than on ell. If after discovery of oil or gas on the le ee commences additional drilling or rewo il be discovered and produced as a result of.	as is not being produced or ong as operations are being e hundred and twenty (120 ased premises or on acreag- rking operations within on f such operations, this leas
If after the primary term one or more wells are either shut in or production therefrom is not be consecutive days such well or wells are shut in or payment to be made to Lessor on or before the anni while the well or wells are shut in or production the sold by Lessee from another well on the leased pren such operations or production occurs, as the case may	s on the lease premises or lands pooled on good by Lessee, such well or wells should be therefrom is not sold by Lesse wersary date of this lease next ensuing a prefrom is not being sold by Lessee; promises or lands pooled or unitized therewing by Lessee is failure to properly pay is a preference or sold by Lessee; by the control of the property pay is the Lessee is failure to properly pay is the control of the property pay is the control of the property pay is the control of the property pay is the p	or unitized therewith are capable of producing tall nevertheless be deemed to be producing to, the Lessee shall pay an aggregate shut-in riter the expiration of the said ninety (90) day vided that if this lease is in its primary term th, no shut-in royalty shall be due until the e hut-in royalty shall render Lessee liable for the control of the cont	g oil or gas or other substances covered he for the purpose of maintaining the lease. I royalty of Two Dollar (\$2.00) per acre ther y period and thereafter on or before each a or otherwise being maintained by operatio and of the next following anniversary date of he amount due, but shall not operate to term	reby, but such well or well f for a period of ninety (90 a covered by this lease, such miversary date of this lease as, or if production is being if this lease that cessation of ninate this lease.
	bove described land than the entire and	undivided fee simple estate therein, then the		herein provided for shall b
Lessee shall have the right to use, free of c	ost, gas, oil and water produced on said	land for Lessee's operation thereon, except w	vater from the wells of Lessor.	Pharo Milli
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No well shall be drilled nearer than 200 fee	et to the house or barn now on said prem	ises without written consent of Lessor.		Numerica AND
Lessee shall pay for damages caused by Le				Chicked V
If the estate of either party hereto is assignment or assigns, but no change in the owners assignment or a true copy thereof. In case Lessee as	gned, and the privilege of assigning in ship of the land or assignment of rental	on said premises, including the right to draw whole or in part is expressly allowed, the c is or royalties shall be binding on the Lesse see shall be relieved of all obligations with re	ovenants hereof shall extend to their heirs	d with a written transfer o
of assignment. Lessee may at any time execute and delive such portion or portions and be relieved of all obligs.	er to Lessor or place of record a release ations as to the acreage surrendered.	or releases covering any portion or portions	of the above described premises and there	by surrender this lease as t
B 200 FOR	case shall be subject to all Federal and S therewith, if compliance is prevented by or transportation of oil, gas or other sub ms or orders, or by inability to obtain n of the public enemy, war, blockade, put itsfactory market for production, or fai is not reasonably within control of Les	stance covered hereby. When drilling, rewoil ceessary permits, equipment, services, mate- blic riot, lightening, fire, storm, flood or oth lure of purchasers or carriers to take or tra- see, this lease shall not terminate because of	n Law, Order, Rule or Regulation, includin king, production or other operations or obl- rial, water, electricity, fuel, access or ease er act of nature, explosion, governmental ansport such production, or by any other, f such prevention or delay, and, at Lessee'	g restrictions on the drilling ligations under this lease ar ments, or by an act of God action, governmental delay cause, whether of the kind s option, the period of suc-
Lessor hereby warrants and agrees to defeor or other liens on the above described lands, in the successors and assigns, hereby surrender and releas which this lease is made, as recited herein.	nd the title to the lands herein described event of default of payment by Lessor, e all right of dower and homestead in th	and agrees that the Lessee shall have the rig and be subrogated to the rights of the holde e premises described herein, in so far as said	ght at any time to redeem for Lessor, by pa r thereof, and the undersigned Lessors, for right of dower and homestead may in any	yment any mortgages, taxe themselves and their heirs way affect the purposes for
Lessee, at its option, is hereby given the ri- thereof, when in Lessee's judgment it is necessary under and that may be produced from said premises or into a unit or units not exceeding 640 acres each instrument identifying and describing the pooled or from the pooled unit, as if it were included in this to on the premises covered by this lease or not. In lie the amount of his acreage placed in the unit or his ro	or advisable to do so in order to prope s, such pooling or unitization to be of tre in the event of a gas well. Lessee shall unitized acreage. The entire acreage so case. If production is found on the poole to of the royalties elsewhere herein speci	acts contiguous to one another and to be into execute in writing and record in the conveya pooled or unitized into a tract or unit shall be d or unitized acreage, it shall be treated as if fied, Lessor shall receive on production from	so as to promote the conservation of oil, a a unit or units not exceeding 40 acres each nee records of the county in which the lame treated, for all purposes except the payme production is had from this lease, whether in a unit so pooled only such portion of the	gas or other minerals in and in the event of an oil well I herein leased is situated an int of royalties on production the well or wells be locate
In the event that Lessor, during the primar of the substances covered by this lease and coverin said offer immediately, including in the notice the rof the notice, shall have the prior and preferred righthe offer. All offers made up to and including the leterms, hereto, it shall so notify Lessor in writing by Lessor along with Lessee's collection draft payable thereof. Upon receipt thereof, Lessor shall promptly	g all or a portion of said land, herein, w name and address of the offeror, the pric at and option to purchase the lease or par ast day of the primary term of this lease; y mail or telegram prior to expiration o to Lessor in payment of the specified a	e offered and all other pertinent terms and or it thereof or interest therein, covered by the of shall be subject to the terms and conditions of f said 15-day period. Lessee shall promptly umount as consideration for the new lease, si	ation of this lease. Lessor hereby agrees to onditions of the offer. Lessee, for a period offer at the price and according to the terms of the Section. Should Lessee elect to purch or thereafter furnish to Lessor the new lease such draft being subject only to approval of	o notify Lessee in writing of of fifteen days after receipt and conditions specified it asset the lease pursuant to the for execution on behalf of title according to the term
	or numbers of counterparts and shall b	e effective as to each Lessor on execution l	hereof as to his or her interest and shall b	e binding on those signing
Lessee shall have the exclusive right to enot, including the drilling of holes, use of torsion by and geophysical information. All information obtain consent. Lessor and Lessee herein agree that a port wheat, pasture or field, road use, compaction etc.) may elect to repair the damages in lieu of compensa	alance, seismograph explosions, magne ined by Lessee as a result of such activi tion of the consideration paid herein is fa If any extraordinary damages should or	ogical, geophysical or other methods, wheth tometer, or other geophysical or geological it by shall be the exclusive property of Lessee, or advance payment of usual and customary of cur, at Lessor's discretion, Lessor or its tena	nstruments, tests or procedures, for the pur and Lessee may disseminate or sell such in damages associated with seismograph oper	rpose of securing geological aformation without Lessor ations (i.e.: tire tracks in the
Lessor and Lessee herein agree to less and Lessee further agree that Lessee shall not be liable n	l except any currently existing oil and/or nor shall Lessee have the obligation to pl	gas well(s), bore hole(s) or other related fac- ug and abandon any said existing oil and/or a	rilities located on the hereinabove described gas well(s), bore hole(s) or related facilities	d lease premises. Lessor an
		DE A PART HEREOF FOR ADDITION		
IN WITNESS WHEREOF, the undersigned exec	cute this instrument as of the day and	Oliva PFANNENSTI	Plannenstiel, trustee	ed August 18, 1997,
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BOOK 689 PAGE 128

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Notary Public

EXHIBIT "A"

Attached to and made a part of that Certain Oil and Gas Lease dated November 14, 2007, by and between, OLIVA PFANNENSTIEL REVOCABLE LIVING TRUST dated August 18, 1997, as Lessor, and SAMUEL GARY, JR. & ASSOCIATES, INC., as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 14 SOUTH - RANGE 17 WEST

SECTION 26:

That certain tract or parcel of land estimated to contain 120.00 acres, more or less, and being described as the East Half of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter (E/2 of the NW/4 and the NE/4 of the SW/4) of Section 26, Township 14 South, Range 17 West, Ellis 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 \$12 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.