

For KCC	Use:	
Effective	Date:	
District #		
SGA?	Yes No	

#### KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1143898

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

### NOTICE OF INTENT TO DRILL

	e (5) days prior to commencing well s Surface Owner Notification Act, MUST be submitted with this form.				
Expected Spud Date:	Spot Description:				
month day year					
	(Q/Q/Q/Q) section   N / S Line of Section				
OPERATOR: License#	feet from E / W Line of Section				
Name:	Is SECTION: Regular Irregular?				
Address 1:					
Address 2: State: Zip: +	(Note: Locate well on the Section Plat on reverse side)				
Contact Person:	County				
Phone:	Lease Name: Well #:				
CONTRACTOR: Lineary	Field Name:				
CONTRACTOR: License#	is the different operation.				
Name:	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 MSL				
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:				
Disposal Wildcat Cable	Public water supply well within one mile: Yes No				
Seismic ;# of Holes Other	Depth to bottom of fresh water:				
Other:	Depth to bottom of usable water:				
	Surface Pipe by Alternate: II 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:				
Ong Ong Ong Ong	Water Source for Drilling Operations:				
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:				
If Yes, true vertical depth:					
Bottom Hole Location:	(Note: Apply for Permit with DWR )				
KCC DKT #:					
	If Yes, proposed zone:				
	FIDAVIT				
The undersigned hereby affirms that the drilling, completion and eventual pl	ugging of this well will comply with K.S.A. 55 et. seq.				
It 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 <b>shall be</b> posted on each	h drilling rig;				
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					
, , ,	strict office on plug length and placement is necessary <i>prior to plugging</i> ;				
5. The appropriate district office will be notified before well is either plug	ged or production casing is cemented in; ed 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				
	e plugged. <i>In all cases, NOTIFY district office</i> prior to any cementing.				
, , , ,					
Submitted Electronically					
districted Electronically					
For KCC Use ONLY	Remember to:				
	- File Certification of Compliance with the Kansas Surface Owner Notification				
API # 15	Act (KSONA-1) with Intent to Drill;				
Conductor pipe requiredfeet	- File Drill Pit Application (form CDP-1) with Intent to Drill;				
Minimum surface pipe required feet per ALT.	<ul> <li>File Completion Form ACO-1 within 120 days of spud date;</li> <li>File acreage attribution plat according to field proration orders;</li> </ul>				
	Notify appropriate district office 48 hours prior to workover or re-entry;				
Approved by:	- Submit plugging report (CP-4) after plugging is completed (within 60 days);				
This authorization expires:	- Obtain written approval before disposing or injecting salt water.				
(This authorization void if drilling not started within 12 months of approval date.)	If well will not be drilled as permit bee expired (See: authorized expiration data)				

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

Spud date: \_

If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.

Well will not be drilled or Permit Expired	Date:
Signature of Operator or Agent:	

m

Side Two



For KCC Use ONLY	
API # 15	

#### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

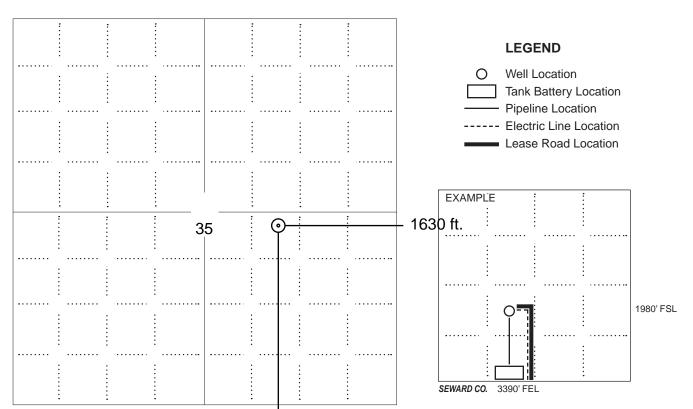
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	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.

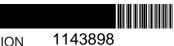


NOTE: In all cases locate the spot of the proposed drilling locaton.

#### 2450 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

Form CDP-1 May 2010 Form must be Typed

### **APPLICATION FOR SURFACE PIT**

Submit in Duplicate

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



1143898

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:+	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 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: ARMBRUSTER 1-35

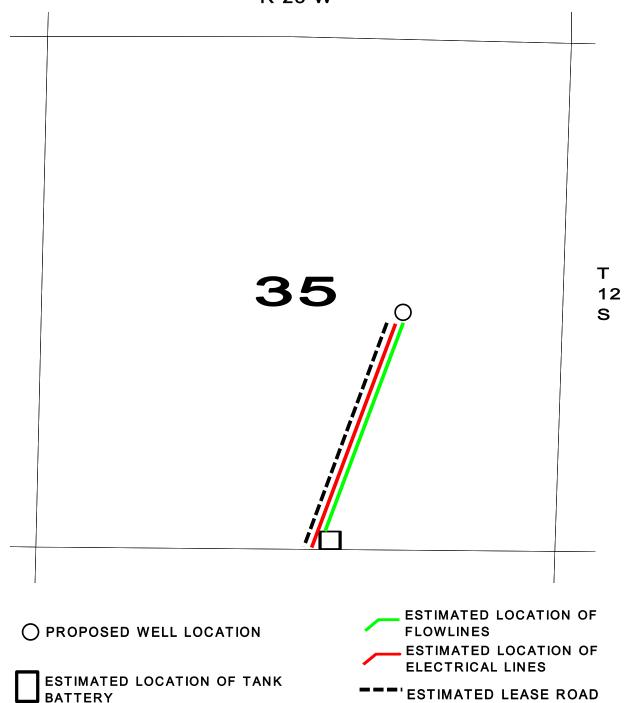
LOCATION: 2450 FSL / 1630 FEL Sec. 35-12S-23W TREGO COUNTY

SURFACE OWNER: GERALD H. ARMBRUSTER, SR. & LEONA M. ARMBRUSTER

27071 L. ROAD

WAKEENEY, KS 67672

R 23 W



			OI	L AND	GAS LE	ASE		
AGREI	EMENT, Made an	d entered into the	13 <sup>th</sup>	day of _		<u>N</u>	/larch	2012
by and between_			GERALD H. husband and	<u>. ARMBRUS</u>	STER, SR, and	LEONA M. A	RMBRUSTER,	2012
and			High Plains I	d, Wakeeney Energy Partn op Street, Su	, Kansas 6./67 ers, LLC ite 700, Denve	2 x, CO 80202	hereinafter ça	lled Lessor (whether one or more)
of treat, manufac	ter, outer thicks, as fure, process, stor	nd air into subsurface	and Other Value of the agreements of the other means, prospecting,	able Conside c Lessee herein condrilling, mining and storing oil, placing	rations ontained, hereby gran nd operating for and p g tanks, power station	Dollars (\$ 1 ts, leases and lets exproducing oil, liquid less, at the producing oil before the state of the s	0.00 \(\) in har pair clusively unto Lessee, togeth bydrocarbons, all pases, and the	d, receipt of which is hereby er with ingress and egress, for the eir respective constituent products thereon to produce, save, take care m, regardless of the source of said
therein situated in	1 County of		Trego		State of	K	ansas	described as follows to-wit:
	SEE EXH	IBIT "A" ATT	ACHED HERET	O AND MA	DE A PART I	IEREOF FOR	PROPERTY DESCI	RIPTION.
In Sectionaccretions thereto	35	Township	12 South	Range	23 West	and containing	160.00	acres, more or less, and all
In consi 1st. To a premises.	deration of the pre deliver to the cree	emises the said Lessee dit of Lessor, free of	e covenants and agrees: cost, in the pipe line to	which Lessee may	connect wells on sai	d land, the equal one	e-eighth (1/8) part of all oil pr	nd as long thereafter as oil, liquic aintained in effect pursuant to the roduced and saved from the leased
2nd. To (1/8), at the mark part of the produc otherwise making	pay Lessor for ga et price at the wel ction, severance, of gany such gas men	is, (including casingh l, (but, as to gas sold or other excise taxes ( rchantable) for the gas	ead gas) of whatsoever n by Lessee, in no event m and the cost incurred by a sold, used off the verni	tature or kind produce than one-eight Lessee in delivering	luced and sold, or use h (1/8) of the net pro- ng, treating for the re	ed off the premises, of ceeds received by Le moval of nitrogen, h	or used in the manufacture of a ssee from such sales, such net elium or other impurities in th	my products therefrom, one-eighth proceeds to be less a proportionate e gas, processing, compressing, or
This lea the leased premis continuously pro- days shall elapse pooled or unitize hundred and twe- shall continue in	se may be maintained or on acreage secuted on the lear between the comput therewith, the porty (120) days from the control of	ined during the prima pooled or unitized th sed premises or on ac- pletion or abandonmer roduction should cea- m the date of cessatic ct so long as oil or one	ry term hereof without fuerewith but Lessee is the creage pooled or unitized at of one well and the begse from any cause after an of production or from	rther payment or en engaged in dril therewith; and op gimning of operation the primary term, the date of complete.	frilling operations. If ling, reworking opera- erations shall be com- ns for the drilling of a  this lease shall not te- etion of a dry hole. I	at the expiration of a tions thereon, then t sidered to be continu a subsequent well. If arminate if Lessee co foil or gas shall be o	atts to be made monthly.  the primary term of this lease, his lease shall continue in for- ously prosecuted if not more f after discovery of oil or gas or mmences additional drilling oilscovered and produced as a r	oil or gas is not being produced or ce so long as operations are being han one hundred and twenty (120) in the leased premises or on acreage r reworking operations within one cesult of such operations, this lease
are either shut in consecutive days payment to be may while the well or sold by Lessee fir such operations of	or production the such well or well ade to Lessor on o wells are shut in om another well o or production occu	one of more weath on refrom is not being so are shut in or produce to before the anniversi- or production therefore in the leased premises rs, as the case may be	ute lease premises or land old by Lessec, such well ction therefrom is not sol ary date of this lease nex om is not being sold by I or lands pooled or unitiz . Lessee's failure to prop	os pooled or unitize wells shall neve d by Lessee, the L t ensuing after the essee; provided th ed therewith, no s perly pay shut-in re	and therewith are capa artheless be deemed to essee shall pay an ag expiration of the said lat if this lease is in it hut-in royalty shall be oyalty shall render Le	ble of producing oil of the producing for the gregate shut-in royald in ninety (90) day perion or other the until the end of see liable for the am	or gas or other substances cove e purpose of maintaining the le by of One Dollar (\$1.00) per ac- cod and thereafter on or before herwise being maintained by of the next following anniversary tount due, but shall not operate	ered hereby, but such well or wells ease. If for a period of ninety (90) rer then covered by this lease, such each anniversary date of this lease perations, or if production is being of date of this lease that cessation of to terminate this lease.
If said I paid the said Less	essor owns a less sor only in the pro	interest in the above portion which Lessor	described land than the described land than the described land than the wi	entire and undivid tole and undivided	ed fee simple estate ti fee.	herein, then the royal	ties (including any shut-in roy	ralties) herein provided for shall be
Lessee s	shall have the righ	t to use, free of cost, a	gas, oil and water produc	ed on said land for	Lessee's operation th	iereon, except water	from the wells of Lessor.	
			essee's pipe lines below the house or barn now or		hout written consent	off orang		
			's operations to growing			oi Lassoi.		
			ve all machinery and fixt					
If the e successors or ass assignment or a t of assignment.	state of either par signs, but no char rue copy thereof.	ty hereto is assigned ige in the ownership in case Lessee assign	, and the privilege of ass of the land or assignments this lease, in whole or it	signing in whole out of rentals or ro n part, Lessee shal	or in part is expressly yalties shall be bindi I be relieved of all ob	vallowed, the coven- ing on the Lessee unt ligations with respect	ants hereof shall extend to the til after the Lessee has been f t to the assigned portion or por	eir heirs, executors, administrators urnished with a written transfer o tions arising subsequent to the date
Lessee such portion or p	may at any time e ortions and be reli	xecute and deliver to ieved of all obligation	Lessor or place of recons as to the acreage surren	d a release or relea idered.	ases covering any por	tion or portions of th	e above described premises an	d thereby surrender this lease as t
All exp Lessee held liabl and production o prevented or del- strike, lockout, o governmental de of the kind spec of such preventic prevented or del-	of wells, and regular ayed by such law or other industrial alay, restraint or in ifically enumerate on or delay shall it	ovenants of this lease failure to comply the ation of the price or tre- s, rules, regulations of disturbance, act of to action, or by inability d above or otherwise, be added to the term in	shall be subject to all Ferewith, if compliance is an sportation of oil, gas or orders, or by inability he public enemy, war, by to obtain a satisfactory, which is not reasonably hereof. Lessee shall not	deral and State La prevented by, or if or other substance of to obtain necessar slockade, public ri market for product within control of libe liable for breach	ws, Executive Orders such failure is the re- covered hereby. Whe y permits, equipment ot, fire, storm, impai tion, or failure of pur Lessee, this lease shal ch of any provision o	s, Rules or Regulation sult of, any such Lawn drilling, reworking, services, material, red surface condition chasers or carriers to I not terminate becau r implied covenants	ns, and this lease shall not be it, Order, Rule or Regulation, it, production or other operation water, electricity, fuel, access us, flood or other act of naturake or transport such product see of such prevention or delay of this lease when drilling, profits the seed of the seed o	terminated, in whole or in part, no noluding restrictions on the drillin, s or obligations under this lease ar or easements, or by an act of Go e, explosion, governmental actior ion, or by any other cause, whethe, and, at Lessee's option, the perio oduction, or other operations are s
WHICH HIS MASS	is made, as recite	I HOIQHI,						r, by payment any mortgages, taxe cors, for themselves and their hein y in any way affect the purposes for
Lessee, thereof, when in under and that in or into a unit or leased is suitated royalties on prowell or wells be royalty stipulated	at its option, is he Lessee's judgmentary be produced fit units not exceeding a mistrument id- luction from the production from the produced on the pro- d herein as the am	ereby given the right; nt it is necessary or a rom said premise; su g 640 acres each in the entifying and describe soled unit, as if it we emises covered by the ount of his acreage pl	and power to pool, unitiz dvisable to do so in orde ch pooling or unitization he event of a gas well or in ing the pooled or unitized re included in this lease, its lease or not. In lieu o aced in the unit or his roy	e or combine the a er to properly deve to be of tracts cora a horizontal well, d acreage. The ent If production is for f the royalties else yalty interest there:	creage covered by the elop and operate said triguous to one anothe Lessee shall execute are acreage so pooled and on the pooled or where herein specific in on an acreage basis	is lease or any portion lease premises so as er and to be into a un- in writing and record or unitized into a tra- unitized acreage, it seed, Lessor shall recei- bears to the total acr	n thereof with other land, lease to promote the conservation it or units not exceeding 40 ac d in the conveyance records of act or unit shall be treated, for hall be treated as if production record or production from a unit was so pooled or unitized in it	cor leases in the immediate vicinity of oil, gas or other minerals in an axes each in the event of an oil well the county in which the land here all purposes except the payment of the fact of the payment of the particular unit involved.
Lessor, a lease of	agrees to give win covering any or al Lessee in writing of days after receipt tions specified in the ease pursuant to the on on behalf of Log to the terms then	I of the substances of	overed by this lease and	covering all or a	essor receives a bona portion of said land h	tide offer which Le erein, with the lease	ssor is willing to accept from a becoming effective upon exp	any party offering to purchase froi iration of this lease. Lessor herebonditions of the offer. Lessee, for fler at the price and according to this this paragraph. Should Lessee ele- thereafter firmish to Lessor the ne- draft being subject only to approve intative or through Lessor's bank of
maiough not mil	aca accep,							shall be binding on those signing es who execute this lease as Lesso
Lessee not, including th and geophysical consent. Lessor wheat, pasture o may elect to rep	shall have the exceeding of holes information. All and Lessee herein field, road use, cair the damages in	clusive right to explo s, use of torsion balan information obtained n agree that a portion compaction etc.). If a lieu of compensation	re the land herein descrit ce, seismograph explosic by Lessee as a result of of the consideration paid my extraordinary damage	bed by geological, ons, magnetometer such activity shall herein is for adva- ss should occur, at	geophysical or other , or other geophysica be the exclusive pro- be payment of usual Lessee's discretion, I	methods, whether si l or geological instru- pend of Lessee, and and customary dama Lessor or its tenant (i	milar to those herein specified ments, tests or procedures, for Lessee may disseminate or sel ages associated with seismogra f Lessor has a tenant) will be of	or not and whether now known of the purpose of securing geological such information without Lessor ph operations (i.e.: tire tracks in the compensated accordingly, or Lesso
I essor	(and Lesses) here	ein some to less and	excent from the terms of	Sahia Oil and Ga	. I			

Lessor (and Lessee) herein agree to less and except from the terms of this Oil and Gas Lease any currently existing oil and/or gas well(s), bore hole(s) or other related facilities located on the hereinabove described lease premises, unless Lessee in its sole discretion chooses to utilize any such well or bore holes. Lessor further agrees that unless Lessee in its sole discretion chooses to utilize any such well or bore holes. Lessee shall not be liable nor shall Lessee have the obligation to plug and abandon any of said existing oil and/or gas wells(s), bore hole(s) or related facilities.

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

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

GERALD H. ARMBRUSTER, SR.

Siona) M Gunhaus two
LEONA M. ARMBRUSTER

COUNTY OF Trego				
The foregoing instrument was GERALD H. ARMBRU	s acknowledged before me USTER, SR, and LEONA M	this <u>13<sup>th</sup></u> day of <u>13<sup>th</sup></u> ARMBRUSTER, husb	March ward and wife	, 2012,
My commission expires	7/6/2014	Notary Publ	lic Damien S. McCo	275 ormick
TATE OF	_		IOTARY PUBLIC - State of DAMIEN S. MCCORN My Appt. Expires 1	of Kansas AICK/ ///////
OUNTY OF	-			
he foregoing instrument was	acknowledged before me t	his day of		, 2010
ly commission expires		Notary Publ	ic	
OIL AND GAS LEASE FROM TO	Section Twp. Ree.	STATE OFCounty  CountyThis instrument was filed for record on the	at o-clockM., and duly recorded in Book Page of the records of this office.	By  When recorded, return to  Samuel Gary, Jr. & Associates, Inc.  1515 Wynkoop, Suite 700, Denver, CO 80202
OUNTY OF				
ne foregoing instrument was		of		
y commission expires		corporation, on behalf of	the corporation.	

Notary Public

#### EXHIBIT "A"

Attached to and made a part of that Certain Oil and Gas Lease dated March 13, 2012, by and between, GERALD H. ARMBRUSTER, SR., ET UX, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.

#### **PROPERTY DESCRIPTION:**

# **TOWNSHIP 12 SOUTH - RANGE 23 WEST**

### **SECTION 35:**

That certain tract or parcel of land estimated to contain 160.00 acres, more or less, and being described as the Northeast Quarter (NE/4), of Section 35, Township 12 South, Range 23 West, Trego 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, by mailing on or before the expiration date of lease to Lessor at the above address, the sum of \$35 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.



Page 1 of 1

Cate Kecorded: 5/18/2012 4:30:00 PW

	OIL AN	D GAS LEA	SE	
AGREEMENT, Made and entered into the		of	March	2012
by and between	GERALD H. ARMBI husband and wife	RUSTER, SR. and L	EONA M. ARMBRUSTER,	2012
whose mailing address isand	High Dlains E. D	eney, Kansas 67672	hereinafter called	Lessor (whether one or more),
acknowledged and of the royalties herein provided and purpose of investigating, exploring by geophysical and injecting gas, water, other fluids, and air into subsurfac of treat, manufacture, process, store and transport said products or location of said wells, the following describ	of the agreements of the Lessee here other means, prospecting, drilling, min as strata, laying pipe lines, storing oil, poil, liquid hydrocarbons, gases and the ded land, together with any reversionary	siderations ein contained, hereby grants, ing and operating for and producing tanks, power stations, te eir respective constituent producing tanks, and after acquired inches	Dollars (\$ 10.00 ) in hand paid, leases and lets exclusively unto Lessee, together with the paid, in liquid hydrocarbons, all gases, and their relephone lines, and other structures and things ther uncts and other products manufactured therefrom, respectively.	receipt of which is hereby with ingress and egress, for the respective constituent products, con to produce, save, take care egardless of the source of said
therein situated in County of SEE EXHIBIT "A" AT	TACHED HERETO AND	State of	Kansas REOF FOR PROPERTY DESCRIE	_ described as follows to-wit:
In Section 35 Township	12 South Range	23 West	REOF FOR PROPERTY DESCRIFT and containing 160,00	PTION.
Subject to the provisions herein contained, this hydrocarbons, gas or other respective constitution provisions hereof.	s lease shall remain in force for a term of uent products, or any of them, is prod	of Three (3) luced from said land or land	years from this date (called "primary term") and a pooled therewith or this lease is otherwise mainta	acres, more or less, and all
in consideration of the premises the said Lesser	e covenants and appear			
1st. To deliver to the credit of Lessor, free of premises.	cost, in the pipe line to which Lessee	may connect wells on said lar	nd, the equal one-eighth (1/8) part of all oil produc	ced and saved from the leased
(1/8), at the market price at the well, (but, as to gas sold part of the production, severance, or other excise taxes otherwise making any such gas merchantable) for the severance.	nead gas) of whatsoever nature or kind by Lessee, in no event more than one- and the cost incurred by Lessee in deli	produced and sold, or used of eighth (1/8) of the net proceed ivering, treating for the remov	f the premises, or used in the manufacture of any particles of the process of the	products therefrom, one-eighth eeds to be less a proportionate
continuously prosecuted on the leased premises or on actions shall elapse between the completion or abandourner pooled or unitized therewith, the production should ceal hundred and twenty (120) days from the date of cessatic shall continue in full force and effect so lone as of each	crewith but Lessee is then engaged in creage pooled or mitized therewith; an and of one well and the beginning of oper se from any cause after the primary tea on of production or from the date of co-	drilling, reworking operations do operations shall be consider rations for the drilling of a sub rm, this lease shall not termin uppletion of a dry hole. If oil	to expiration of the primary term of this lease, oil of is thereon, then this lease shall continue in force so ed to be continuously prosecuted if not more than esquent well. If after discovery of oil or gas on the after it Lessee commences, additional drilling or rew or gas shall be discovery.	r gas is not being produced on o long as operations are being one hundred and twenty (120) leased premises or on acreage torking operations within one
consecutive days such well or wells are shut in or product payment to be made to Lessor on or before the anniverse while the well or wells are shut in or production therefore sold by Lessee from another well on the leased premises such operations or production occurs, as the case may be.	old by Lessee, such well or wells shall is ction therefrom is not sold by Lessee, il ary date of this lease next ensuing after om is not being sold by Lessee; provide or lands pooled or unitized therewith, i Lessee's failure to properly asychute.	nevertheless be deemed to be the Lessee shall pay an aggrega- the expiration of the said nine and that if this lease is in its print the shut-in royalty shall be due	producing for the purpose of maintaining the lease, the shut-tin royalty of One Dollar (\$1.00) per acre the y (90) day period and thereafter on or before each mary term or otherwise being maintained by operatund the end of the next following anniversary date.	hereby, but such well or wells If for a period of ninety (90) en covered by this lease, such anniversary date of this lease ions, or if production is being tof this lease that
1 a person only at me brobottion which Dessot.	s interest bears to the whole and undivi	ded fee	s mon me royannes (including any shut-in royalties	) herein provided for shall be
Lessee shall have the right to use, free of cost, g When requested by Lessor, Lessee shall bury Le	essee a pipe lines below plow depth.			
No well shall be drilled nearer than 200 feet to t	he house or barn now on said premises	without written consent of Les	SSOT.	
Lessee shall pay for damages caused by Lessee' Lessee shall have the right at any time to remove	's operations to growing crops on said la e all machinery and furnises placed on a	and,		
If the estate of either party hereto is assigned, successors or assigns, but no change in the ownership of assignment or a true copy thereof. In case Lessee assigns of assignment.	and the privilege of assigning in who	le or in part is expressly all-	madelle i a a e e e	rs, executors, administrators, ed with a written transfer or
Lessee may at any time execute and deliver to I such portion or portions and be relieved of all obligations	Lessor or place of record a release or re as to the acreage surrendered.	cleases covering any portion of	portions of the above described premises and then	cby surrender this leave as to
All express or implied covenants of this lease sl Lessee held liable in damages, for failure to comply there and production of wells, and regulation of the price or tra prevented or delayed by such laws, rules, regulations or strike, lockout, or other industrial disturbance, act of the governmental delay, restraint or inaction, or by inability to of the kind specifically enumerated above or otherwise, we of such prevention or delay shall be added to the term he prevented or delayed.	hall be subject to all Federal and State swith, if compliance is prevented by, or nsportation of oil, gas or other substanc orders, or by inability to obtain necess e public enemy, war, blockade, public to obtain a satisfactory market for produ which is not reasonably within control or areof. Lessee shall not be liable for bro	Laws, Executive Orders, Ruler if such failure is the result of ecovered hereby. When drill sary permits, equipment, servier tot, fire, storm, impaired su action, or failure of purchasers this lease shall not the each of any provision or implied.	s or Regulations, and this lease shall not be termin, any such Law, Order, Rule or Regulation, including, reworking, production or other operations or obecs, material, water, electricity, fuel, access or ease rface conditions, flood or other act of nature, exp or carriers to take or transport such production, or arminate because of such prevention or delay, and, and ed covenants of this lease when drilling, production.	ated, in whole or in part, nor ng restrictions on the drilling oligations under this lease are ements, or by an act of God, losion, governmental action, by any other cause, whether at Lessee's option, the period
or other liens on the above described lands, in the event of uccessors and assigns, hereby surrender and release all rivhich this lease is made, as recited herein	title to the lands herein described, and of default of payment by Lessor, and bight of dower and homestead in the pres	agrees that the Lessee shall have subrogated to the rights of a mises described herein, in so the	ive the right at any time to redeem for Lessor, by put the holder thereof, and the undersigned Lessors, to are as said right of downer and bearing and lessors.	ayment any mortgages, taxes r themselves and their heirs,
hereof, when in Lessee's judgment it is necessary or advander and that may be produced from said premises, such in into a unit or units not exceeding 640 acres each in the eased is situated an instrument identifying and describing oyalties on production from the pooled unit, as if it were vell or wells be located on the premises covered by this oyalty situated herein as the amount of his acreage place.	d power to pool, unitize or combine the visable to do so in order to properly de pooling or unitization to be of tracts co event of a gas well or a horizontal well g the pooled or unitized acreage. The ce included in this lease. If production is lease or not. In lieu of the royalties et ed in the unit or his events, interests et ed in the unit or his events.	acreage covered by this lease evelop and operate said lease; ontiguous to one another and it. Leasee shall execute in writ ntire acreage so pooled or unit found on the pooled or unitize sewhere herein specified, Less	or any portion thereof with other land, lease or least oremises so as to promote the conservation of oil, o be into a unit or units not exceeding 40 acres eaching and record in the conveyance records of the courized into a tract or unit shall be treated, for all purd acreage, it shall be treated as if production is had sor shall receive on production from a unit so pool of the couries of the control of the c	ses in the immediate vicinity gas or other minerals in and h in the event of an oil well, inty in which the land herein poses except the payment of from this lease, whether the
Lessor agrees to give written notice to Lessee, if essor, a lease covering any or all of the substances covering essor, a lease covering any or all of the substances covered to the control of fifteen days after receipt of the notice, shall have the sand conditions specified in the offer. All offers mad purchase the lease pursuant to the terms, hereto, it shall ase for execution on behalf of Lessor along with Lessee? It title according to the terms thereof. Upon receipt there could be a seen to the same the same thereof.	diving the primary term of this lease, and by this lease and covering all or a y, including in the notice the name and the prior and preferred right and option the up to and including the last day of the so notify Lessor in writing by mail or to so coliction draft payable to Lessor in of, Lessor shall promptly execute said of, Lessor shall promptly execute said of the said of	Lessor receives a bona fide or portion of said land herein, vaddress of the offeror, the price is to proceed the offeror of this lease of participation of this lease shall be primary term of this lease shall be primary term of the specified amout a payment of the specified amout ease and return the same along the same along the same along the specified amout ease and return the same along the specified amout ease and return the same along	of the total acreage so pooled or unitized in the partifier which Lessor is willing to accept from any partifier which lesse becoming effective upon expiration at offered and all other pertinent terms and condition thereof or interest therein, covered by the offer at the libe subject to the terms and conditions of this parasaid 15-day period. Lessee shall promptly thereaft int as consideration for the new lease, such draft be with the endorsed draft to the state of the properties of the properties of the state of the properties	cular unit involved.  ty offering to purchase from of this lease. Lessor hereby so of the offer. Lessee, for a see price and according to the agraph. Should Lessee elect or furnish to Lessor the new ing subject only to approval
otwithstanding some of the Lessors above named who ma though not named above.	nbers of counterparts and shall be effe ay not have joined in the execution here	ctive as to each Lessor on exect, The word "Lessor" as use	ecution hereof as to his or her interest and shall bed in this lease shall mean the party or parties who	e binding on those signing,
Lessee shall have the exclusive right to explore to including the drilling of holes, use of torsion balance, and geophysical information. All information obtained by the season and Lessee herein agree that a portion of the heat, pasture or field, road use, compaction etc.). If any any elect to repair the damages in lieu of compensation.	the land herein described by geological seismograph explosions, magnetomete Lessee as a result of such activity shal the consideration paid herein is for adva extraordinary damages should occur, at	l, geophysical or other method or, or other geophysical or geo li be the exclusive property of ance payment of usual and cus t Lessee's discretion, Lessor o	s, whether similar to those herein specified or not logical instruments, tests or procedures, for the pur Lessee, and Lessee may disseminate or sell such in tomary damages associated with seismograph oper r its tenant (if Lessor has a tenant) will be commens	and whether now known or pose of securing geological iformation without Lessor's ations (i.e.: tire tracks in the
Lessor (and Lessee) herein agree to less and excercinabove described lease premises, unless Lessee in its ich well or bore holes Lessee shall not be liable nor shall lessee EXHIBIT "A" ATTACHED I	cept from the terms of this Oil and Ga sole discretion chooses to utilize any s Lessee have the obligation to who are	as Lease any currently existing such well or bore holes. Lesses	g oil and/or gas well(s), bore hole(s) or other relator further agrees that unless Lessee in its sole discre	ted facilities located on the
SEE EXHIBIT "A" ATTACHED I	and confining to bing and s	TOUR OUT OUT A OT SWITT CX IXLUID V.	il and/or gas wells(e) have bala(a) 1 . 10	and the second second

HMOS M Um brustes
LEONA M. ARMBRUSTER

178 344

knowledged before me this _ ER, SR. and LEONA M. AR	13 <sup>th</sup> day of <u>March</u> MBRUSTER, husband and wife	, 2012,
6/2014	Notary Public Damien S. M	AcCormick
	DAMII My A	PUBLIC - State of Kansas EN S. MCCORMICK ppt. Expires 7/4/19
		Taga a manananan ng paga ng ggi ka mangang a ng paga ng
nowledged before me this	day of	٠
	Notary Public	
Section Twp. Rge.  No. of Acres County	STATE OF  County  This instrument was filed for record on the  day of  at o.clockM, and duly recorded in Book Page of	When records of this office.  By  When recorded, return to  Samuel Gary, Jr. & Associates, Inc.  1515 Wynkoon, Suite 700, Denver, CO 80202
	ER, SR. and LEONA M. AR  6/2014  County and	Notary Public Damien S. M. Damie May A. Damie May A. M. and daly recorded day of

Notary Public

## **EXHIBIT "A"**

Attached to and made a part of that Certain Oil and Gas Lease dated March 13, 2012, by and between, GERALD H. ARMBRUSTER, SR., ET UX, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.

# PROPERTY DESCRIPTION:

# TOWNSHIP 12 SOUTH - RANGE 23 WEST

#### **SECTION 35:**

That certain tract or parcel of land estimated to contain 160.00 acres, more or less, and being described as the Southeast Quarter (SE/4), of Section 35, Township 12 South, Range 23 West, Trego 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, by mailing on or before the expiration date of lease to Lessor at the above address, the sum of \$35 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.

Date Recorded: 5/18/2012 4:30:00 PM 0017800044 Receipt #: 9261

Pages Recorded: 3

Evea M. Rumpel:

Total Fees: \$16

Page 1 of 1

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



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

Sam Brownback, Governor

Mark Sievers, Chairman Thomas E. Wright, Commissioner Shari Feist Albrecht, Commissioner

June 03, 2013

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

Re: Drilling Pit Application ARMBRUSTER 1-35 SE/4 Sec.35-12S-23W Trego County, Kansas

#### Dear CLAYTON CAMOOZI:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, the bottom shall be flat and reasonably level, and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as practical after drilling operations have ceased. KEEP PITS away from draw/drainage.

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

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

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