

Notice: Fill out COMPLETELY and return to Conservation Division at the address below within 60 days from plugging date.

the same are true and correct, so help me God.

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

WELL PLUGGING RECORD

)32514 Form CP-4

March 2009

Type or Print on this Form
Form must be Signed

All blanks must be Filled

	N.A	A.R. 82-3-11/					
OPERATOR: License #: 3882			API No. + 15-05	1-25915-00-00			
Name: Samuel Gary Jr. & Associate			Spot Description:		periodicina de descripe con la constanta de la		
Address 1: 1515 WYNKOOP, STE 70	0		SE_SE_SE_SW Sec	. <u>19</u> Twp. <u>15</u> S. R. <u>16</u>	East √ Wes		
Address 2:			Fe	eet from North / 🗸 S	South Line of Section		
	City: DENVER State: CO Zip: 80202 +			2,580 Feet from East / West Line of Section			
Contact Person: TOM FERTAL				m Nearest Outside Section			
Phone: (303) 831-4673			NE NE	NW SE SW			
Type of Well: (Check one) Oil Well Gas Well	OG ✓ D&A C	athodic					
Water Supply Well Other:	County:Ellis Lease Name: _APPLEHANS ET AL Well #: _1-19 Date Well Completed: 10/27/2009 The plugging proposal was approved on: (Date, by: RAY DINKEL (KCC District Agent's Name)						
ENHR Permit #: Gas St							
Is ACO-1 filed? Yes No If not, is we							
Producing Formation(s): List All (If needed attach another							
Depth to Top: Botto	om: T.D		Plugging Commenced: 10/27/2009 Plugging Completed: 10/27/2009				
Depth to Top: Botte							
Depth to Top: Botto	om: T.D		Plugging Completed:	10/27/2009			
Chau donth and thinkness of all under all and are form							
Show depth and thickness of all water, oil and gas form Oil, Gas or Water Records	nations.		D 1/0 / 0				
			Record (Surface, Conductor	 , ´ 			
Formation Content	Casing	Size	Setting Dep	oth Pulled Out			
·	SURF	8.62	50 1062	0			
					W-121-117-11-117-11-117-11-11-11-11-11-11-11		
	***************************************				and the plate of the same of the same of the same of		
Describe in detail the manner in which the well is plugg							

Describe in detail the manner in which the well is plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If cement or other plugs were used, state the character of same depth placed from (bottom), to (top) for each plug set.

CEMENT PLUGS SET THROUGH DRILL PIPE (195 SX 60/40 POZ WITH 4% GEL) 25 SX @ 3520', 50 SX @ 1112', 80 SX @ 421', 10 SX @ 40' TO THE SURFACE. 30 SX IN RATHOLE.

RECEIVED NOV 0 3 2009

KCC WICHITA

Plugging Contractor License #: 33350	Name: Southwind Drilling,	Inc.
Address 1: PO BOX 276	Address 2: 8 N MAIN ST	
City: ELLINWOOD	State: KS	zip: <u>67526</u> + <u>0276</u>
Phone: (620) 564-3800		
Name of Party Responsible for Plugging Fees: SAMUEL GARY JR. & AS	SSOCIATES, INC.	
State of COLORADO County, DENVER	, SS.	
THOMAS G. FERTAL (Print Name)	Employee of Operator	or Operator on above-described well,
being first duly sworn on oath, says: That I have knowledge of the facts statements, at	nd matters herein contained, and the log	g of the above-described well is as filed, and

Submitted Electronically



For KCC Use:	
Effective Date: .	10/05/2009
District #4	
	□

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1031350

Form C-1
October 2007
Form must be Typed
Form must be Signed
All blanks must be Filled

	NTENT TO DRILL Form must be Signed All blanks must be Filled
	ve (5) days prior to commencing well
Expected Spud Date: 11/1/2009 month day year	Spot Description:
· ·· , , - ···	$\frac{SE}{(0/0/0/0)} - \frac{SE}{0} - \frac{SE}{SE} - \frac{SW}{S} - \frac{SE}{S} - \frac{SW}{S} - \frac{19}{S} - \frac{15}{S} - \frac{16}{S} - $
OPERATOR: License#	feet from N / X S Line of Section
Name: Samuel Gary Jr. & Associates, Inc.	2,580 feet from E / W Line of Section
Address 1: 1515 WYNKOOP, STE 700	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City: DENVER State: CO Zip: 80202 +	County: Ellis
Contact Person: Tom Fertal Phone: 303-831-4673	Lease Name: APPLEHANS ET AL Weil #: 1-19
none:	Field Name: WILDCAT
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
Vame: Advise on ACO-1Must be licensed by KCC	Target Formation(s): LANSING, ARBUCKLE
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage): 330
	Ground Surface Elevation: 1921 Surveyed Surveyed feet MSL
Gas Storage Pool Ext. Air Rotary Disposal Wildcat Cable	Water well within one-quarter mile: Public water supply well within one mile: Yes No
Seismic; # of Holes Other	Depth to bottom of fresh water: 180
Other:	Depth to bottom of usable water: 400
	Surface Pipe by Alternate:
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set: 1000
Operator	Length of Conductor Pipe (if any):
Operator:	Projected Total Depth: 3650
Original Completion Date: Original Total Depth:	Formation at Total Depth: ARBUCKLE
- · · · · · · · · · · · · · · · · · · ·	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
CC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
Oil & Gas Leases w/pooling clauses attached.	
AFF	FIDAVIT
The undersigned hereby affirms that the drilling, completion and eventual plu	agging 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 prior to soudding of walk	NOV 0 3 2009
2. A copy of the appropriate district office <i>prior</i> to spadding of well,	by circulating cement to the top; in all cases surface ping that be set to underlying formation.
3. The minimum amount of surface pipe as specified below shall be set	by circulating cement to the top; in all cases surface pine what be set
through all unconsolidated materials plus a minimum of 20 feet into the	e underlying formation.
and the distriction and the distriction and the distriction	net onice on plug length and placement is necessary prior to plugarity.
5. The appropriate district office will be notified before well is either plugg	ed or production casing is cemented in;
6. If an ALTERNATE II COMPLETION, production pipe shall be cemented. Or pursuant to Appendix "B" - Fastern Kapeas surface casing order #1	d from below any usable water to surface within 120 DAYS of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing
must be completed within 30 days of the spud date or the well shall be	splugged. In all cases NOTIFY district office prior to any cementing
the state of the s	plagged. In all cases, North I district office prior to any cementing.
	·
ubmitted Electronically	
	Pomombos to.
For KCC Use ONLY	Remember to:
API # 36 - 15-051-25915-00-00	- File Drill Pit Application (form CDP-1) with Intent to Drill;
	- File Completion Form ACO-1 within 120 days of spud date;
Conductor pipe requiredfeet	File acreage attribution plat according to field proration orders;
Minimum surface pipe required 420 feet per ALT. XI III	
(CCL DC) WELLVILL III	Notify appropriate district office 48 hours prior to workover or re-entry; Submit plugging report (CP-4) after plugging is completed (within 60 days);
Approved by: Rick Hestermann 09/30/2009	- Submit plugging report (CP-4) after plugging is completed (within 60 days);
Approved by: Rick Hestermann 09/30/2009	- Submit plugging report (CP-4) after plugging is completed (within 60 days); - Obtain written approval before disposing or injecting salt water.
Approved by: Rick Hestermann 09/30/2009 This authorization expires: 09/30/2010	- Submit plugging report (CP-4) after plugging is completed (within 60 days);
Approved by: Rick Hestermann 09/30/2009	- Submit plugging report (CP-4) after plugging is completed (within 60 days); - Obtain written approval before disposing or injecting salt water If this permit has expired (See: authorized expiration date) please check the box below and return to the address below.
Approved by: Rick Hestermann 09/30/2009 This authorization expires: 09/30/2010	- Submit plugging report (CP-4) after plugging is completed (within 60 days); - Obtain written approval before disposing or injecting salt water If this permit has expired (See: authorized expiration date) please



IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

Plat of acreage attributable to a well in a prorated or spaced field

If the intended well is in a prorated or spaced field, please fully complete this side of the form. If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please show all the wells and within 1 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for oil wells.

API No. 12 - 15-051-25915-00-00	
Operator: Samuel Gary Jr. & Associates, Inc.	Location of Well: County: Ellis
Lease: APPLEHANS ET AL	
Well Number: 1-19	0 feet from N / X S Line of Section 2,580 feet from E / X W Line of Section
Field: WILDCAT	Sec. 19 Twp. 15 S. R. 16 E X W
Number of Acres attributable to well:	Is Section: Regular or Irregular
QTR/QTR/QTR of acreage: SE - SE - SW - SW	
	If Section is Irregular, locate well from nearest corner boundary. Section corner used: NE NW SE SW

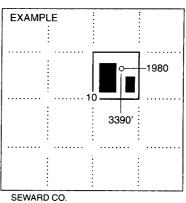
PLAT

(Show location of the well and shade attributable acreage for prorated or spaced wells.) (Show footage to the nearest lease or unit boundary line.)

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580 ft								

KCC WICHITA



0 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).



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1031350

Form CDP-1 April 2004 Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name: Samuel Gary Jr. & As	ssociates, Inc.		License Number: 3882
Operator Address: 1515 WYNKOOP, STE 700			DENVER CO 80202
Contact Person: Tom Fertal			Phone Number: 303-831-4673
Lease Name & Well No.: APPLEHAN	S ET AL 1-	19	Pit Location (QQQQ):
Type of Pit:	Pit is:		SE SE SE SW
Emergency Pit Burn Pit	Proposed	Existing	Sec. 19 Twp. 15 R. 16 East West
Settling Pit	If Existing, date constructed:		0 Feet from North / South Line of Section
Workover Pit Haul-Off Pit	Pit capacity:		2,580 Feet from East / West Line of Section
(If WP Supply API No. or Year Drilled)	4,000	(bbls)	Ellis County
Is the pit located in a Sensitive Ground Water	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? NATIVE BENTONITE CLAY
	75		
,	20.131.1 (1.1	set)	Width (feet) N/A: Steel Pits
	om ground level to de	1	
			edures for periodic maintenance and determining ncluding any special monitoring.
			DECENTED
			RECEIVED
			NOV 0 3 2009
Distance to nearest water well within one-mile	e of pit		NOV 0 3 2009 west fresh water48feeKCC WICHITA
Distance to nearest water well within one-mile 3754 feet Depth of water well	e of pit	Depth to shallor Source of infor	west fresh water 48 fee KCC WICHITA
3754	50 feet	Source of information measu	West fresh water 48 feeKCC WICHITA mation:
3754 feet Depth of water well	50feet	Source of information measu	west fresh water48feeKCC WICHITA mation: redwell ownerelectric logKDWR
feet	50feet	Source of information measu Drilling, Worker Type of materia	west fresh water48feeKCC WICHITA mation: redwell owner electric logKDWR
	50feet	Source of information measu Drilling, Worked Type of material Number of work	west fresh water48feeKCC WICHITA mation: redwell owner electric logKDWR over and Haul-Off Pits ONLY: Il utilized in drilling/workover: FRESH MUD king pits to be utilized: 3
	50 feet	Source of information measu Drilling, Worked Type of materia Number of work Abandonment p	west fresh water48feekCC WICHITA mation: redwell owner electric logKDWR over and Haul-Off Pits ONLY: Ill utilized in drilling/workover: FRESH MUD
2754 feet Depth of water well	50 feet	Source of information measu Drilling, Worked Type of materia Number of work Abandonment p	west fresh water48feekCC WICHITA mation: redwell owner electric logKDWR over and Haul-Off Pits ONLY: all utilized in drilling/workover: FRESH MUD king pits to be utilized:3 procedure: LET DRY, AND THEN BACKFILL
2754 feet Depth of water well	50 feet	Source of information measu Drilling, Worked Type of materia Number of work Abandonment p	west fresh water48feekCC WICHITA mation: redwell owner electric logKDWR over and Haul-Off Pits ONLY: all utilized in drilling/workover: FRESH MUD king pits to be utilized:3 procedure: LET DRY, AND THEN BACKFILL
	50 feet	Source of information measu Drilling, Worked Type of materia Number of work Abandonment p	west fresh water48feekCC WICHITA mation: redwell owner electric logKDWR over and Haul-Off Pits ONLY: all utilized in drilling/workover: FRESH MUD king pits to be utilized:3 procedure: LET DRY, AND THEN BACKFILL
	50 feet	Source of information measu Drilling, Worked Type of materia Number of work Abandonment p	west fresh water48feekCC WICHITA mation: redwell owner electric logKDWR over and Haul-Off Pits ONLY: all utilized in drilling/workover: FRESH MUD king pits to be utilized:3 procedure: LET DRY, AND THEN BACKFILL
	50 feet spilled fluids to	Source of information measu Drilling, Worked Type of materia Number of work Abandonment p	west fresh water

RECEIVED NOV 0 3 2009 KCC WICHITA

OIL AND GAS LEASE

AGREEN	MENT, Made and	entered into the	15 th	day of		October	2008
by and between			SYLVESTE	R APPLEHA	NS and DOR	S T. APPLEHANS, HUSBAND AND	WIFE
		·····	214 12 1010				
and	DC35 18		High Plains	treet, Hays, k Energy Partne	S 67601 ers. LLC	berrinafter called	Lessar (whether one or more
			1560 Broads	way, Suite 210	0, Denver, Co	O 80202	, hereinafter called Lessee
Lessor, in anknowledged and geophysical and off air into subsurface and transport said:	occasideration of of the royalties her ther means, prospe strata, laying pip oil, liquid hydroc	erein provided and or ecting drilling, mining lines, storing oil, but arbons, gases and the	and Other Value f the agreements of the g and operating for and	Lessee herein contail producing oil, liqui dions, telephone lime at products and oth	ations mied, hereby grants, id hydrocarbons, all	Dollars (\$ 10.00) in hand paid, r lesses and lets exclusively unto Lesses for the purpose gases, and their respective constituent products, injective and their steperor to produce, rave, take care of rectured therefrom, and bousing and otherwise caring for	eccipt of which is hereb of investigating, exploring b
therein situated in C	County of		ELLIS		State of	Kansas	_described as follows to-wit;
	SEE EXHI	BIT "A" ATTA		TO AND MAI		EREOF FOR PROPERTY DESCRIP	TION.
n Section ceretions thereto.	19	Township	15 South	Range	16 West	and containing 160.00	acres, more or less, and all
				ce for a term of them, is produced	Three (3) from said land or la	years from this date (called "primary term") and as and pooled therewith or this lease is otherwise maintai	long thereafter as oil, liquid used in effect pursuant to the
			covenants and agrees: ost, in the pipe line to	which Lessee may o	connect wells on sai	d land, the equal one-eighth (1/B) part of all oil produce	ed and saved from the learned
						d off the premises, or used in the manufacture of any preceds received by Lessee from such sales, such net processoroval of natrogen, helium or other impunities in the gas crufrom, said payments to be made monthly.	
This lease te leased premises ontinuously prosec mys shall chapse be	may be maintaine or on acreage po uted on the lease tween the comple	ed during the primary soled or unitized ther d premises or on services tion or abandonment	term hereof without fi term hereof without fi tewith but Lessee is the tage pooled or unitized of one well and the beg	ses, or in the manuli- arther payment or dr en engaged in drillu- therewith; and oper ginning of operations	acture of products the illing operations. If ing, reworking opera rations shall be cons to the drilling of a	retfrom, said payments to be made monthly, at the expiration of the primary term of this lease, ail or thous thereon, then this lease shall continue in force so idered to be continuously prosecuted if not more than o subsequent well. If after discovery of oil or gas on the Immate if Lessee commences additional drilling or rew oil or gas shall be discovered and produced as a result itized therewith.	gas is not being produced on long as operations are being me hundred and twenty (120)
undred and twenty hall continue in full	(120) days from l force and effect primary term on	duction should cease the date of cassation so long as oil or gas i or more wells on the	from any cause after to for production or from the less produced from the less e lease premises or land	the primary term, the the date of complete ased premises or on is pooled or unitized	is lease shall not te ion of a dry hole. If screage pooled or to I therewith are capal	minate if Lessee commences additional drilling or rew or gas shall be discovered and produced as a result uitized therewith.	orking operations within one of such operations, this lease
ne elitter shut in or onsecutive days sur ayment to be made thile the well or we old by Lessee from uch operations or p	production theres ch well or wells a c to Lesson on or l ells are shut in or a mother well on t reduction occurs	rom is not being sold re shut in or producti before the anniversary production therefrom the leased premises or as the case may be.	il by Lessee, such well of ion therefrom is not sol y date of this lease next is not being sold by L r lands pooled or unit? Lessee's failure to prop	or wells shall nevert d by Lessee, the Les ensuing after the en essee; provided that ed therewith, no shu erly pay shut-in roy	heless be deemed to see shall pay an agg opiration of the said if this lease is in its t-in royalty shall be alty shall render Les	interest united by the control of th	If for a period of ninety (90) in covered by this lease, such anniversary date of this lease ons, or if production is being of this lease that cessation of minate this lease.
aid the said Lessor	anty in the propo	rtion which Lesser's	interest beaus to the wh	ole and undivided fo	ice assupte estate to	erem, then the royalthes (including any abut-in royalties)	herein provided for shall be
Lessee shul When requ	il have the right to tested by Lessor, I	use, free of cost, gar ensee shall bury Les.	s, oil and water product sec's pipe lines below p	ed on said land for L Slow denth	essee's operation th	ereon, except water from the wells of Lessor.	Vinet
No well sh	all be drilled near	er than 200 fees to the	bouse or barn now on	said premises witho	ut written consent o	Lessor.	T Direct
Lessee shal	ll pay for damage: If have the right o	t caused by Lessee's	operations to growing a	or placed on each		c right to draw and remove casing.	Samerican Maria
If the estate eccessors or assign signment or a true assignment,	e of either party is, but no change copy thereof in o	hereto is assigned, m in the ownership of ase Lessee assigns th	nd the privilege of assistance the land or assignment is lease, in whole or in	igning in whole or it of rentals or royal part, Lessee shall be	n part is expressly : ties shall be hinding e relieved of all obli	e right to draw and remove casing. slowed, the covenants hereof shall extend to their heir on the Lessee until after the Lessee has been flumishe gations with respect to the assigned portion or portions a	s, executors, administrators, administrators, and with a written transfer or rising subsequent to the date
Lessee may	al any time exec	use and deliver to Le	ssor or place of record	s release or release:	covering any portion	an or portions of the above described memises and there	des encrementes della facca da ca
All express ssee held liable in d production of we evented or delayed ike, lockout, or oil straint or inaction, ecifically enumera	or implied coven damages, for fail ells, and reguland by such laws, n her industrial dist or by inability to ted above or othe	ants of this lease sha ure to comply therewe n of the price or trans ales, regulations or or urbance, act of the p o obtain a satisfactor rwise, which is not r	all be subject to all Fed with, if compliance is pi portation of oil, gas or rders, or by inability to sublic enemy, war, bloo- try market for producti- easonably within contra-	eral and State Laws, revented by, or if su- other substance cow- obtain necessary p- kade, public riot, li- on, or failure of pu- ol of Lessee, this le	Executive Orders, ch failure is the resu cred hereby. When ermits; equipment, s ghtening, fire, storm rehasers or carriers ase shall not termin	Rules or Regulations, and this lease shall not be termina it of, any such Law, Order, Rule or Regulation, including the production production or other operations or ob- cryoser, resolvent or of the production, or ob- pleted the production, or ob- lined or other act of nature, explosion, or ob- to take or transport such production, or ob- to the or transport such production, or ob- topy of the production or of edgy, and at Lessoe' venants of this lease when drilling, production, or other	sted, in whole or in part, nor ig restrictions on the drilling ligations under this lease are ments, or by an act of God, action, governmental delay, cause, whether of the kind
delayed. Lessor herel other liens on the	by warrants and a above described as, hereby surrence	grees to defend the ri lands, in the event of ler and release all righ	itle to the lands herein of default of payment by	described, and agree	s that the Lessee shirt rogated to the right	venants of this lease when drilling, production, or other ill have the right at any time to redeem for Lessor, by pa of the holder thereof, and the undersigned Lessors, for so fat as said right of dower and homestend may in any	operations are so prevented yment any mortgages, taxes themselves and their heirs.
Lessee, at it	ade, as récited her Is option, la hereb	ein. y given the right and	power to pool unitize	or combine the acres	are covered by this !	so tal as said right of dower and homestead may in any	way affect the purposes for
ereof, when in Less der and that may be unit or units strument identifying out the probled unit, i the premises cover a amount of his acre	see's judgment it to produced from not exceeding 64 to and describing to the first were inclu- tred by this lease to eage placed in the	is necessary or advi- said premises, such p 0 acres each in the ev- he pooled or unitized ded in this lease. If p or not, in lieu of the unit or his royalty in	sable to do so in order pooling or unitization to vent of a gas well. I.es: l acreage. The entire a production is found on royalties elsewhere her iterest therein on an acr	to properly develop be of macts contigu- see shall execute in ' reage so pooled or u- the pooled or unitize cut specified, Lesson cage basis bears to il	and operate said le sous to one another a writing and record in mitzed into a tract or d acreage, it shall be r shall receive on pro- te total acreage so p	ease or any portion thereof with other land, lease or lease has premises an as to promote the conservation of oil, and to be into a unit or units not exceeding 40 acres can unit shall be recentled, for the country in which the land write shall be recentled, for the propriet reased as if production is had from livery the purpose the contract of the production of the doubtion from a unit so pooled only such portion of the local contract of the particular unit involved.	es in the immediate vicinity gas or other minerals in and in the event of an oil well, therein leased is situated an it of royalties on production the well or wells be located royalty stipulated herein as
ssor, a lease covering to notify Lesse riod of liftern days rus and conditions a purchase the lease pase for execution on title according to the state of the same result for a same result for	ing any or all of the in writing of sa- after receipt of the specified in the of pursuant to the ten a behalf of Lessor te terms thereof.	tionice to Lessee, it, the substances coverned offer immediately, to notice, shall have if fer. All offers made ons, hereto, it shall sealong with Lessee's Upon receipt thereof,	during the primary term ed by this lease and co including in the notice the prior and preferred r up to and including the o notify Lessor in writh collection draft payable Lessor shall promptly	of this lease. Lesson vering all or a portion the name and addresight and option to polast day of the primag by mail or telegre to Lessor in payme execute said lease a	or receives a bona fir on of said land here ss of the offeror, the urchase the lease or ary term of this lease am prior to exputatio mut of the specified a and return the same a	noted or unitized in the particular usin more model of the offer which Lessor is willing to accept from any part in, with the less becoming effective upon expertison of the ordered and all other perment terms and condition and the ordered and all other perment of the offer at the order of t	y offering to purchase from of this lease. Lessor hereby a control of the offer. Lessee, for a e price and according to the graph. Should Lessoe elect r furnish to Lessor the new on subject only to approval
ruis tease m withstanding some and named at	hay be signed as a of the Lessons of hove,	ove named who may	cos of counterparts and not have joined in the	i shall be effective execution bereof. T	us to ench Leusor on he word "Leusor" o	t execution hereof as to his or her interest and shall be sused in this lease shall mean the party or parties who e	binding on those signing.
Lessee shalt including the drill geophysical information is sent. Lessor and	have the exclusive ling of holes, use mation All infor- essee herein agree I, road use, compa	re right to explore the of torsion balance, so to torsion balance, so that a portion of the action etc.). If any exection etc.).	e land herein described eismograph explosions, essee as a result of suc e consideration paid her traordinary durances	by geological, geop magnetometer, or the activity shall be the rein is for advance p	physical or other me other geophysical or the exclusive propert ayment of usual and	thods, whether similar to those herein specified or not a geological instruments, tests or procedures, for the pur- y of Lessee, and Lessee may disseminate or sell such in customary damages associated with seismograph opera or or its tenant (if Lessor has a tenant) will be compense	and whether now known or sost of securing geological formation without Lessor's
/ elect to repair the Lessor (and /	damages in lieu (Lessee) herein ag	of compensation.	pr from the terms of th	is Oil and Gas Lea	se any currently exi	or or its tenant (if Lessor has a tenant) will be compense	ited accordingly, or Lessee
and facilities.	icase premises.	Assor further agrees	that Lessee shall not be	liable nor shall Les	see have the obligat	sting oil and/or gas well(s), bore hole(s) or other relation to plug and abandon any of said existing oil and/or g	ed facilities located on the pas wells(s), bore hole(s) or
WINCOS WIELD	IIBII "A" A	TTACHED H	ERETO AND N	MADE A PAR d year first above wi	T HEREOF F	OR ADDITIONAL TERMS AND PR	OVISIONS.
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	BOOK	718PA	AGE 272	2 don	T. APPLEHANS	Pafflehous	

KNATH

Attached to and made a part of that certain Oil and Gas Lease dated October 15th, 2008, by and between SYLVESTER APPLEHANS, ET UX, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 16 WEST

SECTION 19:

That certain tract or parcel of land estimated to contain 160.00 acres, more or less, and being described as the Southwest Quarter (SW/4) of Section 19, Township 15 South, Range 16 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 bury and maintain all pipelines below ordinary plow depth (36").
- 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 \$12.00 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.

BOOK 718 PAGE 274

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OIL AND GAS LEASI

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	OIL AND GAS LEASE	Humarical TDD/
AGREEMENT, Made and entered into the 15th	day of September	
by and between	DALE F YOUNKER AND PAULA J YOUN	
	HUSBAND AND WIFE	1 128 RU.
whose mailing address is RO. BOX 745	204 Am Street Jetmore , Kansas 67854	ereinafter called Lessor (whether one or more),
and	Samuel Gary Jr. & Associates, Inc	
	1670 Broadway, Suite 3300, Denver, CO 8020	
exploring by geophysical and other means, prospecting drilling, n gag, water, other fluids, and air into subsurface strata, laying pipe I care of treat, manufacture, process, store and transport said oil, if and otherwise caring for its employees, the following described lar	build build northern annual of the	all gases, and their respective constituent products, injecting and other structures and things thereon to produce, save, take
	ERETO AND MADE A PART HEREOF FOR	described as follows to-wit:
In Section 19 Township 15 So		
socretions thereto.		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	I remain in force for a term of <u>Three (3)</u> years from this workers, or any of them, is produced from said land or land pool	s date (called "primary term") and as long thereafter as oil, od therewith or this lease is otherwise maintained in effect
In consideration of the premises the said lessee covenants		
	pipe line to which Lessee may connect wells on said land, the equ	
2nd. To pay Lessor for gas, (including easinghead gas) of one-eighth (1/8), at the market price at the well, (but, as to gas sold to be less a proportionate part of the production, severance, or other by processing, compressing, or otherwise making any such games monthly.	whatsoever nature or kind produced and sold, or used off the prem to by Lessee, in no event more than one-eighth (1/8) of the set produce r excise baxes and the cost incurred by Lessee in delivering, treating per merchantable) for the gas sold, used off the premises, or in the	ises, or used in the manufacture of any products therefrom, needs received by Lessee from such sales, such net proceeds g for the removal of nitrogen, belium or other impurities in e manufacture of products therefrom, said payments to be
This lease, may be maintained during the primary term her produced on the based premises or on accepts pooled or unitazed as operations are being containately prosecuted on the leased premises than one-handred and twenty (120) days shall elapse between the factovery of old or gas on the branch premises or on accepts pushed lessee commences additional drilling or reworking operations will find of agas shall be discovered and produced as a result of such c accepts produced or unitaxed therewith.	of without further payment es disling operations. If at the expiral becrevible but lessers it they engaged in disling, reveating operations as itses or on accepts peoled or unstrood therewith; and the perations as or completion or abandonisms of one well and the penning of all or unstraed therewith; the production should-cream any car mit case handed and vessely (120) days from the date of cessation operations, this lease shall ossume in full space and effect so to	ion of the primary term of this lease, oil or gas is not being ions thereon, then this lease shall continue in force so long all be considered to be continuously prosecuted if not more operations for the drilling of a subsequent well. If after use after the primary term, this lease shall not terminate in of production or from the date of completion of a dry hole, g as oil or ggs is produced from the leased premises or on
If after the primary term one or more wells on the lease prowell or wells are either shut in or production therefrom is not being for a period of ninety (90) consecutive days such well or wells are per acre then covered by this lease, such payment to be made to likerafler on or before each anniversary date of this lease while the or otherwise being maintained by operations, or if production is being the description of the production of the contract of the co	emises or lands pooled or unitized therewith are capable of product sold by Lesses, such well or wells shall nevertheless be deemed it shut in or production therefrom is not sold by Lesses, the Lesses at easter on or before the anniversary date of this lease next ensuing well or wells are shut in or production therefrom is not being sold ing sold by Lessee from another well on the leased premises or lane that cessation of such operations or production occurs, as the east to terminate this lease.	ing oil or gas or other substances covered hereby, but such obe producing for the purpose of maintaining the lease. If has a garge-gate shut-in royalty of One Dollar (\$1.00) after the expuration of the said ninety (\$90) day period and by Lessee; provided that if this lease is in its primary term disposed or untitzed therwith, no shut-in royalty shall be so may be. Lessee's failure to property pay shut-in royalty
If said lessor owns a less interest in the above described la for shall be paid the said lessor only in the proportion which lessor	nd than the entire and undivided fee simple estate therein, then the	royalties (including any shut-in royalties) herein provided
Lessee shall have the right to use, free of cost, gas, oil and	water produced on said land for lessee's operation thereon, except	
When requested by lessor, lessee shall bury lessee's pipe li	ines below plow depth.	
No well shall be drilled nearer than 200 feet to the house or Lessoe shall pay for damages caused by lessoe's operations	r barn now on said premises without written consent of lessor.	
Lessee shall have the right et any time to remove all machi-	rery and fixtures placed on said premises, including the right to do	nu and manage and a
If the estate of either party hereto is assigned, and the produministrators, successors or assigns, but no change in the ownership written transfer or assignment or a true copy thereof. In case lessorions arising subsequent to the date of assignment.	rivilege of assigning in whole or in part is expressly allowed, the pof the land or assignment of rentals or royalties shall be binding see assigns this lease, in whole or in part, lessee shall be relieved.	we am remove designs, to covenants hereof shall extend to their heirs, executors, on the lessee until after the lessee has been furnished with l of all obligations with respect to the assigned portion or
Lessee may at any time execute and deliver to lessor or pla- case as to such portion or portions and be relieved of all obligations	ce of record a release or releases covering any portion or portions	of the above described premises and thereby surrender this
All express or implied covenants of this lease shall be subjut a part, nor leases held label to indamages, for failure to comply the estrictions on the drilling and production of wells, and regulation pertations or obligations under this lease are prevented or delayed electricity, fuel, access or cascuments, or by an act of God, strike, leader act of nature, explosion, governmental action, governmental act or transport such production, or by any other cause, whether of eminiate because of such prevention or delay, and, at Lessee's op do vision or implied covenants of this lease when drilling, production	cet to all Federal and State Laws, Executive Orders, Rules or Regu- revith, if compliance is prevented by, or if such failure is the resu- of the price or transportation of oil, gas or other substance covere by such laws, rules, regulations or orders, or by mability to obtain ockout, or other industrial disturbance, act of the public enemy, v- clay, restraint or inaction, or by inability to obtain a satisfactory or the kind specifically enumerated above or otherwise, which is no tion, the period of such prevention or delay shall be added to the no, or other operations are a prevented or delayed.	ulations, and this lease shall not be terminated, in whole or alt of, any such Law, Order, Rule or Regulation, including of hereby When drilling, reworking, production or other a necessary permits, equipment, services, material, water, war, blockade, public not, lightening; fire, storm, flood or larket for production, or finature of purchasers or carriers to or terminated by within control of Lessee, this lease shall not term bereal. Lessee shall not be liable for breach of any
nortgages, taxes or other liens on the above described lands, in the senselves and their heirs, successors and assigns, lereby surrent ounestead may in any way affect the purposes for which this lease is	event of default of payment by lessor, and be subrogated to the tip der and release all right of dower and homestead in the premises is made avenied bearing to flower and homestead in the premises	ie right at any time to redoem for lessor, by payment any ghts of the holder thereof, and the undersigned lessors, for is described herein, in so far as and right of dower and
Lessee, at its option, is hereby given the right and power immediate vicinity thereof, when in lessee's judgment it is necessar as or other minerals in and under and that may be produced from so ourse each in the event of an oil well, or into a unit or units not a county in which the land herrin lessed is situated an instrument or the extension of all purposes except the payment of royalties on production and the treated as if production is had from this lesse, whether the well receive on production from a unit so pooled only such portion asis bears to the total acreage so pooled or unitized in the particular sists bears to the total acreage so pooled or unitized in the particular sists bears to the total acreage so pooled or unitized in the particular sists bears to the total acreage so pooled or unitized in the particular sists bears to the total acreage so pooled or unitized in the particular sists bears to the total acreage so pooled or unitized in the particular sists bears to the total acreage so pooled or unitized in the particular sistems.	to pool, unitize or combine the acreage covered by this lease or a y or advisable to do so in order to properly develop and operate sa dispremises, such pooling or unitization to be of tracts continuous acceding 640 acres each in the event of a gas well. Lessee shall endentifying and describing the pooled or unitized acreage. The en- uction from the pooled unit, as if it were included in this lease. If fell or wells be located on the premises covered by this lease or not of the royalty stipulated herein as the amount of his acreage plac- unit involved.	my portion thereof with other land, lease or leases in the id lease premises so as to prumote the conservation of oil, to one another and to be into a unit or units not exceeding xecute in writing and record in the conveyance records of the acreage so pooled or unitized into a tract or unit shall production is found on the pooled or unitized acreage, it. In lies of the royalies elsewhere herein specified, lessor et in the unit or his royally interest therein on an acreage et in the unit or his royally interest therein on an acreage.
gning, notwithstanding some of the Lessors above named who me keeple this lease as Lessor, although not named above	minimizers and small be effective as to each Lessor on execution her may not have joined in the execution hereof. The word "Lessor":	reof as to his or her interest and shall be binding on those as used in this lease shall mean the party or narries used
Lessee shall have the exclusive right to explore the land hen nown or not, including the drilling of holes, use of torsion balance, is securing geological and geophysical information. All information ill such information without Lessor's consent. Lessor and Lesse sociated with seismograph operations (ie: fire tracks in the wheat, and (if Lessor has a tenant) will be compensated accordingly, or L	tin described by geological, geophysical or other methods, whether seismograph explosions, magnetometer, or other geophysical or go no obtained by Lessee as a result of such activity shall be the excl- se herein agree that a portion of the consideration paid herein is pasture or beld, road use, compaction etc.] If any extraordinary of essee may elect to repair the damages in lieu of compensation.	similar to those berein specified or not and whether now cological instruments, tests or procedures, for the purpose usive property of Lessee, and Lessee may disseminate or for advance payment of usual and customary damages amages should occur, at Lessor's discretion, Lessor or its
SEE EXHIBIT "A" ATTACHED HERETO A WITNESS WHEREOF, the undersigned execute this instrument a	IND MADE A PAKT HEREOF FOR ADDIT	ONAL TERMS AND PROVISIONS.
fitnesses:	D.J. 70	<u>A.L.</u>
**************************************	DALE F. YOUNKER	7

BOOK 666 PAGE 375

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KCC WICHITA

Attached to and made a part of that Certain Oil and Gas Lease dated September 15, 2006, by and between, DALE F YOUNKER, ET UX, as Lessor, and SAMUEL GARY, JR. & ASSOCIATES, INC., as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 16 WEST

SECTION 19:

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 19, Township 15 South, Range 16 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:

- 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").
- 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 \$12.00 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.

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OIL AND GAS LEASE

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In Sections secretions thereto Subject to the hydrocarbons provisions he In considerati	19	Township	TOTAL VILLIAL		State of	Kansa	ıs	described as fallows to
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in considerati	reof.	n contained, this li spective constitue	eose shall remain in for onl products, or any of	re for a term of them, is produced	Three (3)	years from this date (co	alled "primary term") and a	acres, more or less, and all as long thereafter as oit, liquid nined in effect pursuant to the
	on of the premise	s the said Lessee	covenants and narees:					
tst. To delive remises.	r to the credit of	Lessor, free of a	ost, in the pipe line to	which Lessee may	connect wells on at	id land, the equal one-eight	h (1/8) part of all oil produ	ced and saved from the leased
2nd. To pay to 1/8), at the market properties of the production, otherwise making any	essor for gas, (in the well, (but severance, or off such pas merchan	icluding cosmulaci it. as to gas sold b les excise taxes ar	ad gas) of whatsoever in by Lessne, in no event in ad the cost incurred by	ature or kind prod ore than one-eight Lessee in deliverir	luced and sold, or us h (1/8) of the net pro ng, treating for the re	ed off the premises, or used ceeds received by Lessee fro anoval of nitrogen, belians a	in the manufacture of any point such sales, such net processor other manufacture in the	products therefrom, one-eighthereds to be less a proportionale
ne leased premises or onthinously prosecute ays shall elapse betwee ooled or unitized then undred and twenty (17 hall continue in full fo	on acreage pooled on the leased p on the completion ewith, the production (0) days from the ree and effect so	ed or unitized ther remises or on acre tor abandonment tion should cease date of cessation	rewish but Lessee is the eage pooled or unitized of one well and the beg from any cause after to of production or from	n engaged in drill therewith; and op- inning of operation he primary term, (the date of comple	ing reworking open crations shall be con ns for the dolling of this lease shall not le tion of a dry hole. I	at the expiration of the printitions thereon, then this least identified to be continuously p a subsequent well. If after differentiate if Lessee commence of oil or gas shall be discovered.	nary term of this lease, oil one shall continue in force so rescuted if not more than a secured if not more than a secured if not more than a secured in a secured in a secured and produced as a recovered a	or gas is not being produced on to long as operations are being one hundred and twenty (120) leased premises or on acreage working operations within one
onsecutive days such va ayment to be mode to hile the well or wells old by Lessee from and ach operations or products	well or wells are: Lessor on or before shut in or proof of the well on the succion occurs, as	n is not being sold shut in or production ore the anniversary duction therefrom leased premises on the case may be.	d by Lessee, such well of ion therefrom is not sole y date of this lease next n is not being sold by L r lands pooled or unitize Lessee's failure to prop	or wells shall never the Lessee, the Le ensuing after the c essee: provided the ed therewith, no shall in roy	ortheless be deemed in essee shall pay an age expiration of the said at if this lease is in it int-in royalty shall be evally thall render to	the producing for the purpo of the producing for the purpo of the purpose of the	of other substances covered to see of maintaining the lease, the Dollar (\$1.00) per user the thereafter on or before each being maintained by operat t following anniversary date.	hereby, but such well or wells if for a period of inner (90) ten covered by this lease, such a printersary date of this lease tions, or if production is being of this lease that cessation of
If said Lessor aid the said Lessor onl	owns a less inter y in the proportic	est in the above de n which Lessor's	escribed land than the e interest bears to the who	ntire and undivide	d fee simple estate (f	erein, then the royalties (inc	hiding any shut-in royalises	ennmate this lease. b) herein provided for shall be
	are the right to be	e, u ee or cost, gaq	s, on and water produce	d on said land for I	Lessee's operation th	ereon, except water from the	wells of Lesson	
when requeste	a by Lessor, Les	sec shall bury Lesi	sce's pipe lines below p	low depth.				
No well shall b	be drilled nearer (han 200 feet to the	o house or barn now on	said premises with	out written consent o	l Lessar.		
Lesses shall be	ry tor anmages ca	used by Lessee's	operations to growing o	rops on said land,				
If the estate of	f either party her	y unite to remove ; eto is assumed as	all machinery and fixtu	es placed on said p	premises, including d	ne right to draw and remove	casing.	
eccessors or assigns, b ssignment or a true cop fassignment.	nut no change in by thereof. In case	the ownership of Lessee assigns th	the land or assignment his lease, in whole or in	of tentals or roya part, Lessee shall t	in part is expressly alties shall be bindin be relieved of all obli	allowed, the covenants here g on the Lessee until after t gations with respect to the as	of shall extend to their hei he Lessee has been furnish ssigned portion or portions :	irs, executors, administrators, ned with a written transfer or arising subsequent to the date
ch portion or portions	and be relieved o	and deliver to Le fall obligations a	ssor or place of record s to the acreage surrend	a release or release cred.	rs covering any porti	on or portions of the above t	described premises and then	reby surrender this lease as to
essee held hable in day and production of wells, evented or delayed by rike, lockout, or other straint or inaction, or ecifically enumerated evention or delay shal- delayed.	propried covenant mages, for failure and regulation or such laws, tules industrial disturb by inability to c above or otherwill I be added to the	s of this lease sha to countly therew I the price or trans a regulations or or lance, act of the p brain a satisfactor ise, which is not r term hereof. Less	all be subject to all Fede with, if compliance is pur sportation of oil, gas or a rders, or by inability to unblic enemy, war, bloc try market for production casonably within contra see shall not be liable for	tral and State Laws evented by, or if subtler substance co- obtain necessary kade, public ries, law, or failure of piol of Lessee, this law or breach of any pr	s, Executive Orders, uch failure is the rest vered hereby. When petinits, equipment, lightening, fire, stort urchasers or carriers ease shall not termir ovision or implied e	Rules or Regulations, and it if on any such Law. Order, drilling, reworking, productiservices, material, water, ele 1. flood or other act of nature to take or transport such pale because of such prevent overhants of this lease when a	nis lease shall not be termin Rule or Regulation, including ion or other operations or ob- ctricity, fuel, access or east ex, explosion, governmental roduction, or by any other on or delay, and, at Lessee drilling, production, or other	nated, in whole or in oan, nor ingrestications on the drilling bligations under this lease are emeals, or by an act of God, laction, governmental delay, cause, whether of the kind e's option, the period of such ar operations are so message
other liens on the abo coessors and assigns, li lich this lease is made.	warrants and agre ove described fan hereby surrender . 89 regited herein	es to defend the ti ds. in the event of and release all rig	itle to the lands herein of I default of payment by ht of dower and homest	lescribed, and agre Lessor, and be su ead in the premise	es that the Lessee shi brogated to the right a described herein, it	all have the right at any time s of the holder thereof, and to fat as said right of dowe	to redeem for Lessor, by pathe undersigned Lessors, for and homestead may in any	ayment any mortgages, taxes or themselves and their heirs,
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This lease may be signed in any number or numbers of counterparts and shall be effective as to resolve the Lesson above named who may not have joined in the execution force. The property of the Lesson above named who may not have joined in the execution force. The property of parties who execute this lesse as Lesson.

Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and whether now known or and geophysical information. All information obtained by Lessee as a result of such activity shall be exclusive property of Lessee, and Lessee may discommand an expension of the exclusive property of Lessee, and Lessee may discommand to the exclusive property of Lessee, and Lessee may discommand to sell such information whithout Lesser's whether, pasture or field as the critical guert that a perion of the deconsideration pand herein is for advance pand to usual and customers damages absoluted with assumption the control of the

Lessor (and Lessee) herein agree to less and except from the terms of this Oil and Gas Lesse any currently existing oil and/or gas well(s), bore hole(s) or other related facilities located on the related facilities. Lessee further agrees that Lessee shall not be liable nor shall Lessee have the obligation to plug and ebandon any of said existing oil and/or gas well(s), bore hole(s) or

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

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

STATE OF			
COUNTY OF	ACKNOWLEDGMEN	NT FOR INDIVIDUAL (KaOkCoNe)	
The foregoing instrument was acknowledged by	before me this day of		
by		nnd	
My commission expires			
		Notary Public	
STATE OF VICANIA			
COUNTY OF FAIFFERX	ACKNOWLEDGMEN	T FOR INDIVIDUAL (KsOkCoNe)	
The foregoing instrument was acknowledged	before me this day of	July	2009
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My commission expires Will 30	,2011 Yunta		/
J	Commonwe	th of Victoria Not by Public	
	710	7824	
STATE OF		phrise Apr 30, 2011	
COUNTY OF	ACKNOWLEDGMEN	IT FOR INDIVIDUAL (KsOkCoNe)	
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		Notary Public	
STATE OF			
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		Notary Public	
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STATE OF	ACKNOWLEDGMEN	IT FOR CORPORATION (KsOkCoNe)	ı
COUNTY OF			
The foregoing instrument was acknowledged by			 ,
of			
corporation, on behalf of the corporation.			
My commission expires		Notary Public	
		HOLDRY FURIE	

Attached to and made a part of that certain Oil and Gas Lease dated June 29, 2009, by and between PETER F. CULVER, ET AL, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.

LESSOR NAMES AND ADDRESSES:

Peter F. Culver, marital status unknown, whose address is declared to be P.O. Box 55, Avon, CT 06001;

Elizabeth P. Culver, marital status unknown, whose address is declared to be 5236 Winter View Drive, Alexandria, Virginia 22312;

Anne P. T. Culver, marital status unknown, whose address is declared to be 24 George Street, Guilford, Connecticut 06437;

Russell C. Clark, Jr., marital status unknown, whose address is declared to be 1444 St. David's Lane, Vero Beach, Florida 32967;

Mary Dorothea Culver Williams, marital status unknown, whose address is declared to be address unknown;

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 16 WEST

SECTION 19:

That certain tract or parcel of land estimated to contain 160.00 acres, more or less, and being described as the Southwest Quarter (SW/4) of Section 19, Township 15 South, Range 16 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 bury and maintain all pipelines below ordinary plow depth (36").
- 3. 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.

NOV 0 3 2009

KCC WICHITA

Attached to and made a part of that certain Oil and Gas Lease dated June 29, 2009, by and between PETER F. CULVER, ET AL, as Lessor, and HIGH PLAINS ENERGY PARTNERS, LLC, as Lessee.

LESSOR NAMES AND SIGNATURES:

PETER F. CULVER

Notary Public
Commonwealth of Virginia
7197824
My Commission Expires Apr. 30, 2011

ANNE P. T. CULVER

RUSSELL C. CLARK, JR.

MARY DOROTHEA CULVER WILLIAMS

KCC VICTITA

OIL AND GAS LEASE

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Attached to and made a part of that Certain Oil and Gas Lease dated November 14, 2006, by and between, TIMOTHY L. SCHUMACHER, ET UX, as Lessor, and SAMUEL GARY, JR. & ASSOCIATES, INC., as Lessee.

LESSORS NAMES AND ADDRESSES:

TIMOTHY L. SCHUMACHER and TAMMY L. SCHUMACHER, husband and wife, whose address is 688 330th Avenue, Victoria, Kansas 67671;

JOSEPH L. SCHUMACHER, a single person, whose address is 688 330th Avenue, Victoria, Kansas 67671.

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 16 WEST

SECTION 30:

That certain tract or parcel of land estimated to contain 160.00 acres, more or less, and being described as the Northwest Quarter (NW/4) of Section 30, Township 15 South, Range 16 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 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 \$12.00 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, Rentals, or Royalties, to be paid in the following proportions:

TIMOTHY L. SCHUMACHER and TAMMY L. SCHUMACHER	50%
JOSEPH L. SCHUMACHER	50%

OIL AND GAS LEASE



AGREEMENT, Made and entered into the 9th day of August 2006 KENNETH G. MEDER and BEVERLY J. MEDER, husband and wife vhose mailing address is 1603 E 28th Street Terrace, Hays, Kansas 67601 hereinafter called Lessor (whether one or more), and Samuel Gary Jr. & Associates, Inc. 1670 Broadway, Suite 3300, Denver, CO 80202 hereinafter called Lessee: Ten and Other Valuable Considerations Lessor, in consideration of ICH AND CONSTRUCTIONS

Dollars (E 10.00) In hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lesses herein contained, hereby grants, leases and lets exclusively unto lesses for the purpose of investigating, exploring by geophysical and other means, prospecting driling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take carried for its employees, the following described land, together with any reversionary rights and after-acquired interest. Dollars (\$ 10.00 State of Kansas SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPERTY DESCRIPTION. 15 South In Section 30 accretions thereto, Range 16 West gninisanos bas 200.00 In consideration of the premises the said lessee covenants and egrees: 1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from 2nd. To pay Lessor for gas, (including casinghead gas) of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom to be less a proportiouste part of the production, severance, or other carcies taxes and the cost incurred lessors for the gas sold by Lessee, in the market price at the well, (but, as to gas sold by Lessee, in no event more than one-eighth (1/8) of the nat proceeds received by Lessee from such sales, such net proceeds the gas, processing, compressing, or otherwise making any such gas merchantable) for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be This bease may be maintained during the primary term bereaf without further payment or deiling operations. If at the expiration of the primary term of this lease, oil or gas is not being principled on the leased premises or on accessors of the leased premises or on accessors of the leased primary term of this lease, oil or gas is not being an operations are being continuously prosecuted at the leased primary or on accessor peopled or maintained and operations shall be considered to be continuously prosecuted in the leased primary or on accessor peopled or maintained and operations shall be considered to be continuously prosecuted in on more discovery of oil or gas as the leased primary between the completion or standowness of oil or gas as the leased primary term of this leased primary term of this leased primary term of the drilling of a subsequent well. If after leases commisses or oil accessors pooled or unitted thereoffs, the production should use any cause after the primary term than lease of continuously and the discovery of production or from the date of completion of a dry hole. If all or gas as hall be discovered and produced as a result of such operations, this lease shall continue in full force and effect so long as oil or gas is produced from the leased premises or on accesses. If after the primary term one or more wells on the lease premises or lands pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or producing the the purpose of maintaining the lease. If or a period of ninety (90) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, the Lessee shall pay an aggregate shui-in royalty of One Dollar (\$1.00) per actor then covered by this lease, such payment to be made to Lessor on or before the anniversary one of the payment and the said of this lease next enough after the expiration of the said ninety (90) day period and thereafter on or before each anniversary date of this lease while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is in its primary term or otherwise being maintained by operations, or if production is being sold by Lessee from another well on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the end of the next following anniversary date of this lease that ecssation of such operations or production occurs, as the case may be. Lessee 's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in royalties) herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, a definishment of a strength of the land or assignment of rentals or royalities shall be binding on the lessee until after the lessee has been furnished with portions arising subsequent to the date of assignment. In ease lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered. All copress or implied covenants of this lesse shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lesse shall not be terminated, in whole or in part, nor lesses held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, including and production of wells, and regulation of the price or transportation of oil, gas or other substance covered hereby. When drilling, reworking, production or other substance covered hereby. When drilling, reworking, production or other operations or obligations of the obligation Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other lieus on the above described lands, in the event of default of payment by Jessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for homestead and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein. Lesses, at its option, is hereby given the right and power to pool, unitize or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessees higherent it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, age or other initerates in and under and that may be produced from said premises, such pooling or unitization to be of tracts contiguous to one another and to be into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units and recording 640 acres each in the event of a gas well. Lesses shall exceute it unviting and record in the conveyance records of be treated, for all purposes except the payment of royalties as production from the pooled unit, at it were included in this least. If production is found on the pooled or unitized ance are all in the least of production is before on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage opposed or unitized in the particular unit involved. This lease may be signed in any number or numbers of counterparts and shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessors above named who may not have joined in the execution hereof. The word "Lessor" as used in this lease shall mean the party or parties who execute this lease as Lessor, although not named above. Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and whether now known or not, including the drilling of holes, use of torsion balance, seismograph explosions, anginetometer, or other geophysical or geological instruments, tests or procedures, for the purpose of securing geological and geophysical information. All information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee may disseminate or sell such information without Lessor's consent. Lessor and Lessee herein agree that a portion of the consideration paid herein is for advance payment of usual and customary damages associated with seismograph operations (ie: the tracks in the wheat, pasture or field, road use, compaction etc.) If any extraordinary damages should occur, at Lessor's discretion, Lessor or its tenant (if Lessor has a tenant) will be compensated accordingly, or Lessee may elect to repair the damages in lieu of compensation. 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. Witnesses KENNETH G. MEDER

KENNETH G. MEDER

BEVERLY, MEDER

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BOOK 666 PAGE

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Attached to and made a part of that Certain Oil and Gas Lease dated August 9, 2006, by and between, KENNETH G. MEDER, ET UX, as Lessor, and SAMUEL GARY, JR. & ASSOCIATES, INC., as Lessee.

PROPERTY DESCRIPTION:

TOWNSHIP 15 SOUTH - RANGE 16 WEST

SECTION 30:

That certain tract or parcel of land estimated to contain 200.00 acres, more or less, and being described as West Half of the East Half (W/2 of the E/2) and the Southeast Quarter of the Southeast Quarter (SE/4 of the SE/4) of Section 30, Township 15 South, Range 16 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:

- 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").
- 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 \$12.00 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.