



August 1, 2012

Good, Inc.  
114 W. Walnut  
Centralia, WA 98531  
Attn: Jason Good

Dear Jason,

We are pleased to submit the following proposal whereby the Lessor described below would provide lease financing (the "Lease") to High Plains Gas, Inc. (the "Lessee"). This proposal is subject to the following terms, conditions and contingencies:

**Basic Terms and Conditions**

*Lessor:* Integrity Financial Groups, and/or its affiliates, designees, nominees or assigns.

*Lessee:* Good, Inc. or a subsidiary thereof acceptable to Lessor in its sole discretion.

*Lease Type* The lease proposed will be a "net lease" with the Lessee responsible for all expenses, including but not limited to maintenance, insurance, and taxes relating to the purchase, lease possession and use of the Equipment during the lease term.

*Equipment:* Sale Leaseback (See Schedule A)

*Equipment Cost:* Up to \$750,000

*Base Lease Term:* 36 months.

*Lease Rate Factor:* 3.245%

*Monthly Payment:* \$24,337.50

*End of Term Options:* At the end of the lease term, Lessee will (1) have the option of purchasing the Equipment for a price to be determined by Lessor

and Lessee, (2) extend the term of the lease for a minimum of one years for its then then fair market value or (3) return the equipment to a location designated by Lessor.

*Origination Fee:* Four percent (4%) of purchase price due upon close.

*Cost and Expense:* Lessee shall be responsible for all expenses including but not limited to maintenance, insurance, and taxes relating to the purchase, possession and use of the Equipment during the Lease term.

By acceptance of this letter, Lessee agrees to pay all costs, fees, and expenses incurred or to be incurred by the Lessor in connection with the examination, review, documentation, and/or closing of this transaction, including, but not limited to, counsel fees, lien searches, filing fees, titling, tags, travel, audits, appraisal and all other out-of-pocket expense.

*Index:* The Lease rates and payments are based upon the 3 year swap rate (the "Swap Rate") of 0.50%\_on July 31, 2012. Should the Swap Rates increase prior to any lease schedule documentation and closing, the Lessor shall have the right, in its sole discretion, to adjust Lease rates for those schedules to match any increase in the Swap Rates, as indicated on the Federal Reserve H 15 (web site [www.federalreserve.gov](http://www.federalreserve.gov)) taken three business days prior to funding.

*Representations and Warranties:* The Lease shall contain customary representations and warranties of the parties.

*Documentation:* All documents and instruments will be prepared by Lessor's counsel, other than required notices and third-party consents.

The following paragraphs of this proposal letter (the "Binding Provisions") are the legally binding and enforceable agreements of Lessor and Lessee:

*Cost and Expenses:* By acceptance of this letter, Lessee agrees to pay all costs, fees, and expenses incurred or to be incurred by the Lessor in connection with the examination, review, documentation, and/or closing of this transaction, including, but not limited to, counsel fees, lien searches, filing fees, travel, audits, appraisals, titling and all other out-of-pocket expense.

*Underwriting Expenses and* Upon execution of this letter, Lessee will provide an underwriting deposit

*Deposit:* of \$25,000.00 (the "Underwriting Deposit"), \$5,000.00 of which will be deemed earned by Integrity Financial Groups at the time of signing of this letter and against the remainder of which will be charged any amounts Lessee owes to Lessor or third parties for costs, fees and/or expenses related to the transaction (the "Expenses"). In the event that the Expenses exceed the initial Underwriting Deposit, upon the request of the Lessor, Lessee will provide the additional amounts requested as an additional Underwriting Deposit. The balance of the Underwriting Deposit (net of the expenses) will be: (i) returned to Lessee if Lessor elects not to commit to the lease or (ii) applied to the cost, fees and expenses owing by Lessee upon approval, commitment and processing of the Lease. In the event that the Lessee elects to finance the transaction with funds provided by anyone or any institution, other than those designated by Lessor (upon approval), or the Lease Facility fails to close for any other reason, the Lessor would retain the Underwriting Deposit as liquidated damages.

*Confidentiality:* The terms and conditions of this proposal are confidential, and may not be disclosed by Lessor, or Lessee to any third party without the prior written consent of the other parties to this transaction, save for Lessor's, or Lessee's respective brokers, legal advisers, bankers or consultants or where disclosure is required by law.

*Acceptance:* This proposal may be accepted by returning an executed copy of this letter to the undersigned prior to the expiration date.

*Proposal Expiration Date:* August 3, 2012

Thank you for allowing us the opportunity to prepare and present this transaction to you.

Sincerely,

**Integrity Financial Groups**

**Agreed and Accepted by**

\_\_\_\_\_  
Dallin Hawkins  
Managing Director of Sales

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_