

THIS AGREEMENT made this 15th

day of June

19 71, between

Glenn F. Jesser and Mary Jo Jesser, his wife  
Gordon D. Brown and Mayvis L. Brown, his wife

of Fort Lupton, Colorado  
(Post Office Address)

herein called lessor (whether one or more), and THE ANSCHUTZ CORPORATION, INC., Denver Club Bldg., Denver, lessee:  
Ten and No/100-----Dollars (\$ 10.00 ) in hand paid, receipt of which  
is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the  
purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent  
products, including 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 care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent  
products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary  
rights and after-acquired interest, therein situated in Weld County, Colorado

TOWNSHIP 1 NORTH, RANGE 66 WEST  
Section 2: Lots 1,2, S/2N/2

In Section KXX Township KXX Range KXX and containing 320 1/5 (5) acres, more or less, and all  
sections thereto.

2. Subject to the provisions herein contained, this lease shall remain in force for a term of ~~ten~~ years from this date (called "primary term"),  
and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said  
land is pooled.

3. The royalties to be paid by lessee are: (a) on oil, and other liquid hydrocarbons saved at the well, one-eighth of that produced and saved from  
said land, same to be delivered free of cost at the wells or to the credit of lessor in the pipe line to which the wells may be connected; (b) on gas, including  
casinghead gas and all gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products there-  
from, the market value at the month of the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth  
of the amount realized from such sale; and (c) at any time, either before or after the expiration of the primary term of this lease, if there is a gas well or  
wells on the above land (and for the purposes of this clause (c) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate  
or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut in before or after production therefrom,  
lessee or any assignee hereunder may pay or tender annually at the end of each yearly period during which such gas well or gas wells are shut in, as substitute  
gas royalty, a sum equal to the amount of delay rentals provided for in this lease for the acreage then held under this lease by the party making such payments or  
tenders, and if such payments or tenders are made it shall be considered under all provisions of this lease that gas is being produced from the leased premises in  
paying quantities. Such substitute gas royalty may be paid or tendered in the same manner as provided herein for the payment or tender of delay rentals.

4. If operations for drilling are not commenced on said land or on land pooled therewith on or before one (1) year from this date, this lease shall  
terminate as to both parties, unless on or before one (1) year from this date lessee shall pay or tender to the lessor a rental of Three Hundred and  
Twenty and no/100----- Dollars (\$ 320.00 ) which shall cover the privilege of deferring commencement of such operations for  
successive periods of the same number of months, each during the primary term. Payment or tender may be made to the lessor or to the

Greeley National Bank of Greeley, Colorado which bank, or  
any successor thereof, shall continue to be the agent for the lessor and lessor's successors, heirs and assigns. If such bank (or any successor bank) shall fail, liquid-  
ate, or be succeeded by another bank, or for any reason fail or refuse to accept rental, lessee shall not be held in default until thirty (30) days after lessee  
shall deliver to lessor a recordable instrument making provision for another method of payment or tender, and any depository charge is a liability of the lessor.  
The payment or tender of rental may be made by check or draft of lessee, mailed or delivered to said bank or lessor, or either lessor if more than one, on or  
before the rental paying date. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner provided  
herein shall be binding on the heirs, devisees, executors and administrators of the lessor his successors in interest.

5. Lessee is hereby granted the right to pool or consolidate the leased premises, or any portion or portions thereof, as to all strata, or any stratum or  
strata, with other lands as to all strata, or any stratum or strata, but only as to the gas right hereunder (excluding casinghead gas produced from oil wells)  
to form one or more gas operating units of not more than 640 acres, plus a tolerance of ten per cent (10%) to conform to Governmental Survey quarter sections.  
Lessee shall file written unit designations in the county in which the premises are located. Such units may be designated either before or after the completion of  
wells. Drilling operations and production on any part of the pooled acreage shall be treated as if such drilling operations were upon or such production was from  
the land described in this lease whether the well or wells be located on the land covered by this lease or not. The entire acreage pooled into a gas unit shall be treated  
for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease. In lieu of the royalties herein provided, lessee  
shall receive on production from the 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 so pooled in the particular unit involved.

6. If, prior to the discovery of oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, on said land or land pooled therewith  
lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hydrocarbons, gas or their respective constituent products, or any of  
them, the production thereof should cease from any cause, this lease shall not terminate if lessee commences reworking or additional drilling operations within sixty  
(60) days thereafter or (if it be within the primary term) (1) in the case of a dry hole, commences or resumes the payment or tender of rentals or commences  
operations for drilling or reworking on or before the rental paying date occurring twelve (12) months after the expiration of the rental period during which such dry  
hole was drilled, or (2) in the case of cessation of production, commences or resumes the payment or tender of rentals or commences operations for drilling or  
reworking on or before the rental paying date next ensuing after the expiration of three (3) months from the cessation of production. If, at the expiration of the  
primary term, oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is not being produced on said land or land pooled therewith but  
lessee is then engaged in operations for drilling or reworking of any well thereon, this lease shall remain in force so long as drilling or reworking operations are  
prosecuted (whether on the same or different wells) with no cessation of more than sixty (60) consecutive days, and if they result in production, so long thereafter  
as oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is produced from said land or land pooled therewith.

7. Lessee shall have free use of oil, gas, and water from said land, except water from lessor's wells and tanks, for all operations hereunder, including  
representing, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee shall  
have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to  
draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth. Lessee shall pay for damages caused by its  
operations to growing crops on said land. No well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessor's  
consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling  
thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators,  
successors, and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to charge the obligations  
or diminish the rights of lease. No such change or division in the ownership of the land, rentals or royalties shall be binding upon lessee for any purpose until  
such person acquiring any interest has furnished lessee with the instrument or instruments, or certified copies thereof, constituting his claim of title from the  
original lessor. In the event of an assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportioned as between  
the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold  
owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessee of any obligations  
hereunder, and, if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such  
lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease in so far as it covers a part of said lands upon  
which lessee or any assignee thereof shall make payment of said rentals.

9. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force  
majeure" as employed herein shall mean: any act of God including but not limited to storms, floods, washouts, landslides and lightning; acts of the public enemy;  
wars, blockades, insurrections, or riots; strikes or lockouts; epidemics or quarantine regulations; laws, orders or requests of federal, state, municipal or other  
Governments or governmental officers or agents under color of authority; freight embargoes or failures; exhaustion or unavailability of delays in delivery of any  
product, labor, service, or material. If lessee is required, or ordered or directed by any federal, state or municipal law, executive order, rule, regulation or request  
enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations on the land covered by this lease or  
if lessee by force majeure is prevented from conducting drilling operations, reworking operations or producing operations on the land covered by this lease or  
rule, regulation, request or force majeure is terminated and for a period of ninety (90) days after such termination each and every provision of this lease that  
might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension  
occurs during the primary term, the time thereof shall be added to such term.

10. Lessor hereby warrants, and agrees to defend the title to said land, and agrees that lessee, at its option, may discharge any tax, mortgage, or other  
lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing  
hereunder toward satisfying same. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then  
the royalties, including substitute gas royalty, and rentals herein provided for shall be paid the said lessor only in the proportion that his interest bears to the whole  
and undivided fee; however, such rental shall be increased at the next succeeding rental anniversary after the acquisition of any reversionary interest or after-  
acquired title to cover the interest so acquired, and lessor agrees to notify lessee in writing upon acquisition of any additional interest in the above described  
property, whether it be by reversion or after-acquired title, or if such additional acquisition occurs after production be obtained, then the royalty shall be increased  
to cover the interest so acquired. Should any one or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the  
party or parties executing the same.

11. If the leased premises shall hereafter be owned in severalty or joint tenancy or tenancy in common or joint tenancy with right of survivorship, the premises, nevertheless, shall be developed and operated as one  
lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the  
acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts  
into which the land covered by this lease may be hereafter divided by sale, deed, or otherwise, or to furnish separate measuring or receiving tanks.

12. Lessee and lessee's successors and assigns shall have the right at any time to surrender this lease, in whole or in part, to lessor or his heirs and  
assigns by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon  
lessee shall be relieved from all obligations, expressed or implied, of this agreement as to the acreage so surrendered, and thereafter the rentals payable here-  
under shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

IN WITNESS WHEREOF, we sign the day and year first above written.

WITNESSES:

*Gordon D. Brown*  
Gordon D. Brown

*Glenn F. Jesser*  
Glenn F. Jesser

*Mayvis L. Brown*  
Mayvis L. Brown

*Mary Jo Jesser*  
Mary Jo Jesser

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,

3-2

STATE OF Colorado  
COUNTY OF Weld

On June 21st 1911 } ss

before me personally appeared Mayvis L. Braoun, Helen F. Jessel

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: Nov 7 1912  
OF COLORADO

*[Signature]*  
Notary Public  
Residing at: Al. B. B. Co. 80621

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana, \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: \_\_\_\_\_

Notary Public  
Residing at: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss

INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana, \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: \_\_\_\_\_

Notary Public  
Residing at: \_\_\_\_\_

No. \_\_\_\_\_  
**OIL AND GAS LEASE**  
FROM \_\_\_\_\_ TO \_\_\_\_\_  
Date \_\_\_\_\_, 19\_\_\_\_  
Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_  
No. of Acres \_\_\_\_\_ Term \_\_\_\_\_  
County \_\_\_\_\_  
STATE OF \_\_\_\_\_ } ss  
County of \_\_\_\_\_  
This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the records of this office.  
By \_\_\_\_\_ Register of Deeds.  
When recorded, return to \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss

CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska, Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana, \_\_\_\_\_, 19\_\_\_\_, before me personally came the above named \_\_\_\_\_ (who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_

a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as \_\_\_\_\_ President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: \_\_\_\_\_

Notary Public  
Residing at: \_\_\_\_\_