

THIS AGREEMENT, Entered into this the 15th day of January #258 1958

between Joe T. Juhan, 1131 Palmer Avenue, Glenwood Springs, Colorado CO-2371-C

hereinafter called lessor,  
and Wasatch Development Co., (a Colorado Corporation) hereinafter called lessee, does witness:  
Dollars (\$ 10.00),

1. That lessor, for and in consideration of the sum of ----- Ten ----- Dollars (\$ 10.00),  
in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants,  
leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe  
lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of  
such substances, and for housing and boarding employees, the following described tract of land in Garfield  
County, Colorado to-wit: See attached description

Township 6 South, Range 94 West of the 6th P.M.

- Sec. 25: SE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$
- Sec. 26: N $\frac{1}{2}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$
- Sec. 27: Lot 7, SE $\frac{1}{4}$ SE $\frac{1}{4}$ , except that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  lying Northwesterly of the County Highway as the same was on March 14, 1911, constructed over, through and across said 40 acre tract, said excepted portion containing about 15 acres;
- Sec. 34: E $\frac{1}{2}$ W $\frac{1}{2}$ , W $\frac{1}{2}$ E $\frac{1}{2}$
- Sec. 36: W $\frac{1}{2}$ E $\frac{1}{2}$ , E $\frac{1}{2}$ W $\frac{1}{2}$

Township 7 South, Range 94 West of the 6th P.M.

- Sec. 1: NE $\frac{1}{4}$

Insofar only as said above described lands cover the oil and gas rights from the surface to a depth of two thousand (2,000) feet below the surface, and providing also that the Juhan Ranch property has the first right to gas out of the presently drilled and existing gas wells for ranch use, including the right to pump water with gas.

any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

11. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

12. If within the primary term of this lease production of the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date, or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the proper county.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

15. This lease shall not be terminated, in whole or in part, nor shall lessee be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by, or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the primary term hereof, such term has not been extended by production or drilling as in this lease provided, and lessee, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the primary term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that lessee is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

16. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise any option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on the said part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above-described land included in such unit in the same manner as though produced from the above-described land under the terms of this lease.

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

Joe T. Juhan

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