

STATE OF Colorado
COUNTY OF Weld

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 13th day of April, 1984, personally appeared James F. Ketting & Michele F. Ketting

and _____ to me known to be the identical person _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires ~~Nov 28 1987~~ Commission Expires Nov 28 1987

Margaret A. Feuerstein
Address: 2504 2nd St
Ft. Collins, CO 80501



STATE OF _____
COUNTY OF _____

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and _____ to me known to be the identical person _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____ Notary Public.
Address: _____

STATE OF _____
COUNTY OF _____

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.
Notary Public.
Address: _____

(SEAL)
My Commission expires: _____

No.	FROM	TO	Dated _____, 19____	Term _____	This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in _____ Volume _____ Page _____ of the records of this office.		By _____ County Clerk.	When recorded return to _____ Deputy.
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ADDENDUM TO OIL AND GAS LEASE DATED APRIL 4, 1984,
NAMING JAMES E. VETTING AND MICHELE I. VETTING AS
LESSORS AND ARLO L. RICHARDSON AS LESSEE COVERING
PART OF THE NE $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 5 NORTH, RANGE
65 WEST OF THE 6TH P.M. LYING NORTH OF THE RIGHT OF WAY
OF UNION PACIFIC RAILROAD COMPANY, WELD COUNTY, COLORADO

This Attachment is made a part of the attached oil and gas lease.

1. Ancillary Rights. The attached lease includes the granting to Lessee of necessary rights incident to the exploration for and production of oil and gas which may involve the laying of necessary pipelines and the installation of necessary power lines, tanks and other producing equipment.

2. Time of Drilling and Exploration. So far as is reasonably practicable Lessee will attempt to conduct its drilling and exploration activities on the subject premises out of the crop season. Crop season is defined as April 1 to December 15, provided if crops are harvested at an earlier date or no crop is in existence for that crop year, Lessee may disregard these limitations. Nothing herein shall be deemed to be a prohibition of drilling and exploration during crop season.

3. Minimum Use of Surface. Lessee shall make all reasonable efforts to make use of the minimum amount of Lessor's property. Lessee shall attempt to use not more than three (3) acres of Lessor's property per well site. Use of Lessor's property shall include the well site itself, any roads constructed, pipelines installed, tank batteries placed or any other use of the surface of Lessor's land. This shall not be deemed a prohibition against use of more than three (3) acres, but in the event more is used Lessor may claim further damage than that provided for herein.

4. Location of Facilities and Improvements. Lessee shall make all reasonable efforts to locate all of its facilities constructed or installed under this Lease in such a manner as to minimize damage to Lessor's premises. Lessee will consult with Lessor as to the location of the same so as to minimize damages as much as reasonably practicable. As used herein the term "facilities" includes but not to the exclusion of others, all wells, roads, pipelines, pits, power lines, tanks and heater-treaters. In particular, Lessee will not drill a well nearer than 300 feet to established improvements without the consent of Lessor, unless the dictates of the requirements and regulations of the Colorado Oil and Gas Commission require otherwise. Additionally, Lessee will do everything possible to stay a safe and reasonable distance away from active irrigation facilities while at the same time complying with the requirements of the Oil and Gas Commission.

5. Roadways. Lessee whenever reasonably possible shall use established roadways on the premises. If Lessee is required for purposes of ingress and egress to the well site to establish a new roadway or if existing roadways are used and are damaged by such use, then Lessee shall improve such roadway with gravel and only high quality gravel and other suitable materials shall be used.

6. Pipelines. All pipelines shall be buried beneath plow depth and water packed upon installation. In excavating for pipelines or slush pits the soils will be separated so that the topsoil and subsurface soils shall be placed back in the proper order and leveled, with topsoil on top. So far as is reasonably possible, all pipelines shall be located so that they run parallel, rather than perpendicular to crop rows as planted or planned to be planted.

No pipeline shall be permitted which does not serve a well or wells located on the Lessor's premises.

7. Restoration. Upon completion of drilling operations and if there is to be no production or shutting-in of the well, all facilities and material brought on the leased premises shall be removed, including but not limited to all concrete, betonite and drilling mud and not just buried. All of the premises shall be restored to their original condition as completely as possible. If there is production then this obligation shall not apply to facilities necessary to produce and maintain such production until production ceases, at which time the same obligation shall apply to such production facilities. Any fences removed or damaged shall be restored to their condition prior to such removal or damage.

8. Abstracting Costs. Lessee shall pay to Lessor, upon demand, the customary charge of abstract companies in Weld County for each abstract entry which would be required to be included within Lessor's abstract by reason of Lessee causing any document to be recorded concerning this lease of the leased premises.

9. Providing Information. At Lessor's request Lessee will provide Lessor all geological information obtained from Lessee's drilling and exploration free of charge within two months after completion of a well.

10. Damages. Lessee shall pay Lessor \$10000.00 for each and every well which may be drilled on the subject premises prior to the commencement of drilling operations, assuming that drilling operations are conducted out of the crop season and assuming further that no more than three (3) acres of Lessor's property are affected per well site. This shall be deemed full and adequate compensation for the use of the surface of the subject premises in accordance with the provisions hereof. If drilling operations are conducted during crop season, Lessee shall pay Lessor all damages to the crops within 30 days of demand by Lessor. Further, if Lessee causes any other damage to Lessor's property, such as damages to improvements or interference with irrigation, Lessee shall pay Lessor all actual damages within 30 days of demand. If Lessee deems any such demands excessive then Lessee and Lessor shall each appoint one arbitrator to assess the damages, and the two arbitrators shall appoint a third arbitrator and the decision of the majority of said arbitrators as to the dollar amount of damages shall be binding on both parties hereto. Any such arbitrator selected shall be reasonably familiar with the values of the property and damages involved. It is expressly understood that the \$10000.00 per well site is all that is required to be paid by Lessee for the use of that portion of the subject premises for placement of Lessee's wells, tanks, heater treaters, pipeline or other necessary facilities, assuming the same are done out of crop season, but the \$10000.00 per well is not satisfaction for any crop damage or other damage to Lessor's property that may be caused by Lessee's activities.

11. Overhead Pivot Irrigation Systems. No well shall be located or equipped and no pumps, tanks, separators, heater-treaters, power lines nor any other facilities shall be so located on the lands covered by this lease so as to interfere with the operation of any overhead center pivot irrigation system on the lands covered by this lease. If necessary to prevent interference pumps shall be lowered below the surface of the ground.

12. Nature of Attachment. This attachment sets forth additional terms and conditions of this Lease between the parties hereto and is more specific than the attached printed form. If there is a conflict between this attachment and the attached printed form, this attachment shall control.

13. Shut-In Gas Clause. This lease shall not be extended for more than 3 years beyond the primary term by virtue of the shut-in gas clause, the provisions of paragraph 4 of the lease to the contrary notwithstanding.

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14. Lessee shall notify lessors at least ten days prior to entering upon the leased premises for the purpose of drilling operations of the date it intends to commence operations for drilling.

15. All roads and pipelines constructed on the leased premises in connection with the exploration for, production and marketing of oil or gas on or from the leased premises shall be located so that they run parallel rather than perpendicular or diagonally to crop rows as planted or planned to be planted unless otherwise agreed by lessors.

16. Wherever possible all pipelines used in connection with the drilling operations on the leased premises shall run parallel to the railroad right of way or public highways adjacent to the leased premises.