

PRODUC. AS 88—(SPECIAL)  
COLO., UTAH  
F.V. 8-64  
062-0277OIL AND GAS LEASE  
(Paid-up Lease—No Delay Rentals)

BOOK 811 PAGE 613

THIS AGREEMENT, made and entered into this 21st day of January, 19 91, by and between  
EXXON CORPORATION, P.O. Box 2305, Houston, Texas 77252-2305X  
BARRETT RESOURCES CORPORATION, 1125 17th St., Denver, Colorado 80202, hereinafter called lessor (whether one or more), and  
hereinafter called lessee,WITNESSETH: that lessor, for and in consideration of Ten and no/100 DOLLARS (\$ 10.00)  
in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets  
exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining,  
operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and  
any substance, whether similar or dissimilar, produced in gaseous state, together with the right to construct and maintain pipe lines, telephone and elec-  
tric lines, tanks, power, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive  
right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, in-  
cidental to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of  
oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of  
Garfield  
State of Colorado, and being described as follows, to-wit:Township 7 South, Range 95 West, 6th P.M.  
Section 5: SE/4from the surface to the base of the  
Mesaverde formation

SUBJECT TO THE ATTACHED ADDENDUM

X of Section 5, Township 7S, Range 95W, P.M. 6, containing 80.00 acres, 160 Acres  
to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described, to which is the sec-  
tion or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 80.00 acres.Subject to the other provisions herein contained, this lease shall remain in force for a term of one year from this date (herein called  
"primary term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously  
prospected as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of  
a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to  
be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement  
of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above  
described land but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted;  
and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced. If, after  
the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then  
prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force  
as long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the  
above described land.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth  
(1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-  
eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and  
other liquid hydrocarbons are run from the lease.2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced  
from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead  
gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.The consideration paid to lessor for this lease includes consideration in lieu of delay rental provisions and the rights and obligations of the parties  
hereunder shall be the same as if this lease contained provisions for the payment of periodic delay rentals throughout the primary term hereof and each  
such delay rental had been timely paid and accepted by lessor.If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consoli-  
dated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no oil or gas-condensate  
therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well  
on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in,  
whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable  
of being produced from such shut-in well but shall be under no obligation to market gas or gas and gas-condensate capable of being produced from such  
lessee's judgment exercised in good faith, or unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of  
each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to \$1.00 per acre for the acreage  
covered by this lease as to which the entire royalty interest in such acreage, such payments shall be such part (calculated on a royalty-acre basis) of said  
lessor owns less than the full and entire royalty interest in such acreage, such payments shall be such part (calculated on a royalty-acre basis) of said  
amount as lessor's royalty interest bears to the full and entire royalty interest in such acreage; and provided further that, if gas or gas-condensate from  
such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained  
in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said  
sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's  
credit in the at P.O. Box 1547, Houston, Texas 77001.which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or the right to receive royalty hereunder.  
Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties en-  
titled to receive such payment.If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not  
such less interest is referred to or described herein, all royalties herein provided shall be paid lessor only in the proportion (calculated on a royalty-acre  
basis) which the royalty interest owned by him in said land bears to the full and entire royalty interest in said land.X If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the ex-  
press and implied covenants hereof shall extend to the assignees, successors and assigns of the parties; and in the event of an assignment or subletting  
by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any  
of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land or royalties, however accomplished, shall  
operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding  
any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive royalties hereunder, or of  
any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except of lessee's option in any particular  
case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as  
a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or  
proceedings necessary in lessee's opinion to establish the ownership of the claiming party.Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased  
premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obli-  
gations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release.X Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land  
covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part  
of the owners thereof or by the exercise of a right to pool by the lessee), when in lessee's judgment it is necessary or advisable in order to pro-  
mote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental  
agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease,  
and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling  
shall be of abutting or cornering tracts and shall not exceed 640 acres (plus or minus a tolerance of 10%) for gas or gas-condensate and shall not exceed 160 acres  
(plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe a spacing  
pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage  
per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The  
area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or  
counties in which the pooled area is located. Such pooling shall be effective as of the date such declaration is filed unless a later effective date is specified  
in such declaration. In lieu of the royalties elsewhere herein specified, except that, if a well is drilled, lessor shall receive on production from an area