

BOOK 650

Recorded at

JUL 26 1971 INDEXED

Rec. No.

1572160

Ann Spomer, Recorder

Form 88—(Producers)
Kan., Okla. & Colo. 1942 Rev.

B w OIL AND GAS LEASE

Tasco's, Inc.
1514 COURT PLACE
DENVER, COLO. 80202
PHONE 266-1681THIS AGREEMENT, Entered into this the 2nd day of July, 19 71between Charles Ocker and Esther M. Ocker
Route 1, Box 89, Ft. Lupton, Colo.and Reed Gilmore of Kimball, Nebraska, hereinafter called lessor,
hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of \$10.00 Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with the right to utilize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such

All that part of the Northwest-quarter (NW/4) of Section 19 which lies west of the center line of the South Platte River as more specifically described in Warranty Deed dated December 13, 1937, from John M. Erger, et al, to Charles Ocker, recorded in Book 1020, Page 194, and in Quit-Claim Deed dated February 14, 1951, from Marie Ocker to Charles Ocker, Jr., et al, recorded in Book 1296, Page 81, all

including house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 2nd day of July, 19 72, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the

First Bank of Brighton at Brighton, Colorado, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said

land or in the oil and gas or in the rentals to accrue hereunder, the sum of One hundred (\$100.00) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons. *

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided, and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. 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 and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing, but lessee shall be under no obligation to do so, nor shall lessee be under any obligation to restore the surface to its original condition, where any alterations or changes were due to operations reasonably necessary under this lease.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, 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 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, devise, descent or otherwise or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part 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.

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

13. If within the primary term of this lease, production on 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 hereinabove 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.

14. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

15. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.

16. The unitization of this lease or any portion thereof with any other lease or leases or portions thereof shall be accomplished by the execution and filing by lessee in the recording office of said county of an instrument declaring its purpose to unitize and describing the leases and land unitized, which unitization by lessee 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 separate owner bears to the entire leased acreage. The royalty provided for herein with respect to gas minerals under the lands within such unitized area shall be apportioned among the owners of such royalty on minerals produced in the unitized area in the proportion that their interests in the minerals under the lands within such unitized area bear to the minerals under all of the lands in the unitized area. Any well drilled on such unit shall be for all purposes a well under this lease and shall satisfy the rental provision of this lease as to all of the land covered thereby. Provided, however, lessee shall be under no obligation, express or implied, to drill more than one gas well on said Unit.

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

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

*In no event will Paragraph 5 herein be construed as an option to extend this lease beyond the primary term of three (3) years unless production is obtained or drilling operations are being prosecuted hereunder. Rental payments must be made to maintain this lease in force during the primary term of three (3) years regardless of drilling operations.

(SEAL)

80

Charles Ocker

(SEAL)

Esther M. Ocker

(SEAL)

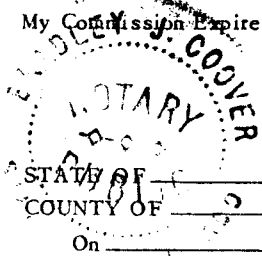
(SEAL)

612240---

STATE OF COLORADO BOOK 650 1572160 3-3
COUNTY OF ADAMS } ss
On July 16th, 1971, before me personally appeared
Charles Ocker and Esther M. Ocker,

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: July 24, 1974



Bradley J. Cover
Notary Public
Residing at: 25 South 4th
Brighton Colorado

STATE OF _____ } ss
COUNTY OF _____ } ss
On _____, 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 _____ } ss
COUNTY OF _____ } ss
On _____, 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. 1572160

OIL AND GAS LEASE

FROM

TO

Date _____, 19____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

County _____

STATE OF Colorado } ss
County of Weld }

This instrument was filed for record on the

807 day of JUL 26 1971 19

at _____ o'clock _____ M., and duly recorded

in Book 650 Page _____ of _____

the records of this office.

By _____ Register of Deeds.

When recorded, return to 473
Antelope Gas Products Co.

STATE OF _____ } ss
COUNTY OF _____ } ss
On _____, 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: _____

OIL AND GAS LEASE AMENDMENT

TOWNSHIP 1 NORTH, RANGE 66 WEST, SECTION 19

This Amendment of Oil and Gas Lease is entered into by and between Kerr-McGee Oil & Gas Onshore LP, formerly known as Kerr-McGee Rocky Mountain Corporation, with offices at 1999 Broadway, Suite 3600, Denver, Colorado, 80202 ("Lessee") and Steven S. McWilliams, 12236 WCR 8, Fort Lupton, CO 80621 ("Lessor"). Lessee and Lessor are successors in interest to the original parties to that certain Oil and Gas Lease dated July 2nd 1971, and recorded July 26th 1971, at Book 650, Reception No. 1572160 in the records of Weld County, Colorado (the "Lease"). The Lease covers the following lands ("leased premises"):

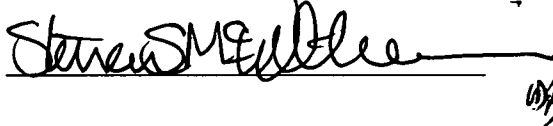
All that part of the Northwest-quarter (NW/4) of Section 19 which lies west of the center line of the South Platte River as more specifically described in Warranty Deed dated December 13, 1937, from John M. Erger, et al, to Charles Ocker, recorded in Book 1020, page 194, and in Quit-Claim Deed dated February 14, 1951, from Marie Ocker to Charles Ocker, Jr., et al, recorded in Book 1296, page 81, all

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to Lessor by Lessee, the parties do hereby amend the Lease to delete and remove any provision therein which permits Lessor any use of gas (free or otherwise) produced from a well on the leased premises for stoves and inside lights in the principal dwelling or in any other manner located on the leased premises ("the free gas clause"). It is the intent, the understanding and agreement of the Lessor and Lessee that any free gas clause shall, and is hereby deleted from the Lease in its entirety and for all purposes, whether the particular language or clause granting such right is the same or varies from that stated herein. Upon execution of this amendment Lessee agrees to promptly shut off and permanently remove any existing gas tap used by Lessor by virtue of the free gas clause and agrees that no future gas tap may ever be used by Lessor, its successors or assigns on the leased premises by connecting same to any of Lessee's oil and gas wells on the leased premises or any lands pooled therewith.

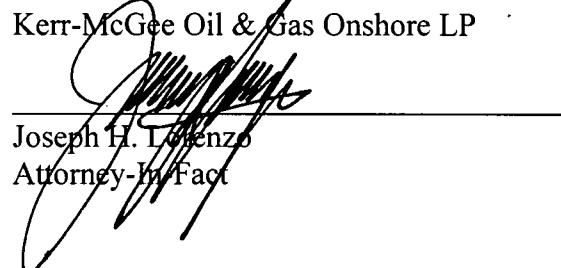
Dated and entered into this 29th day of MAY, 2007, this Amendment shall be binding on and inure to the benefit of the parties hereto, their successors and assigns.

Lessor:

Steven S. McWilliams

**Lessee:**

Kerr-McGee Oil & Gas Onshore LP


Joseph H. Lorenzo
Attorney-In-Fact



3486789 06/28/2007 04:16P Weld County, CO
2 of 2 R 11.00 D 0.00 Steve Moreno Clerk & Recorder

ACKNOWLEDGEMENTS

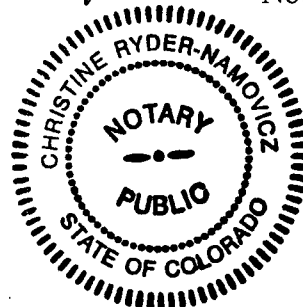
STATE OF COLORADO)
) ss
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 29TH
day of MAY 2007, by Steven S. McWilliams.

WITNESS my hand and official seal.

Christine Ryder-Namovic
Notary Public

My Commission Expires: 3/15/2011

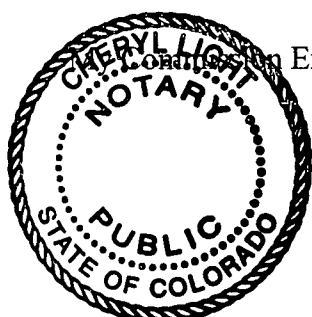


STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

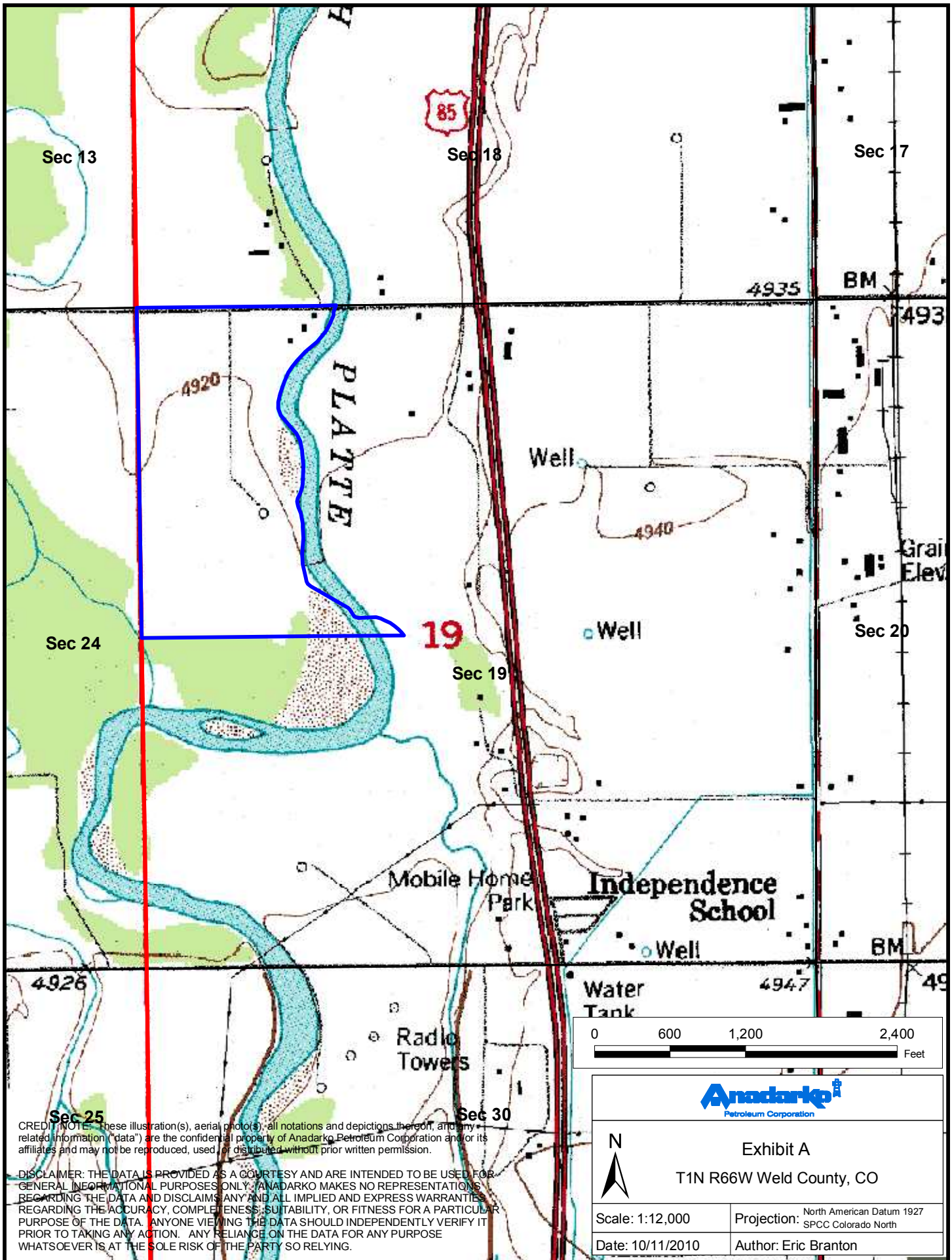
The foregoing instrument was acknowledged before me this 1ST day of June
2007, by Joseph H. Lorenzo, as Attorney-in-Fact for Kerr-McGee Oil & Gas Onshore
LP.

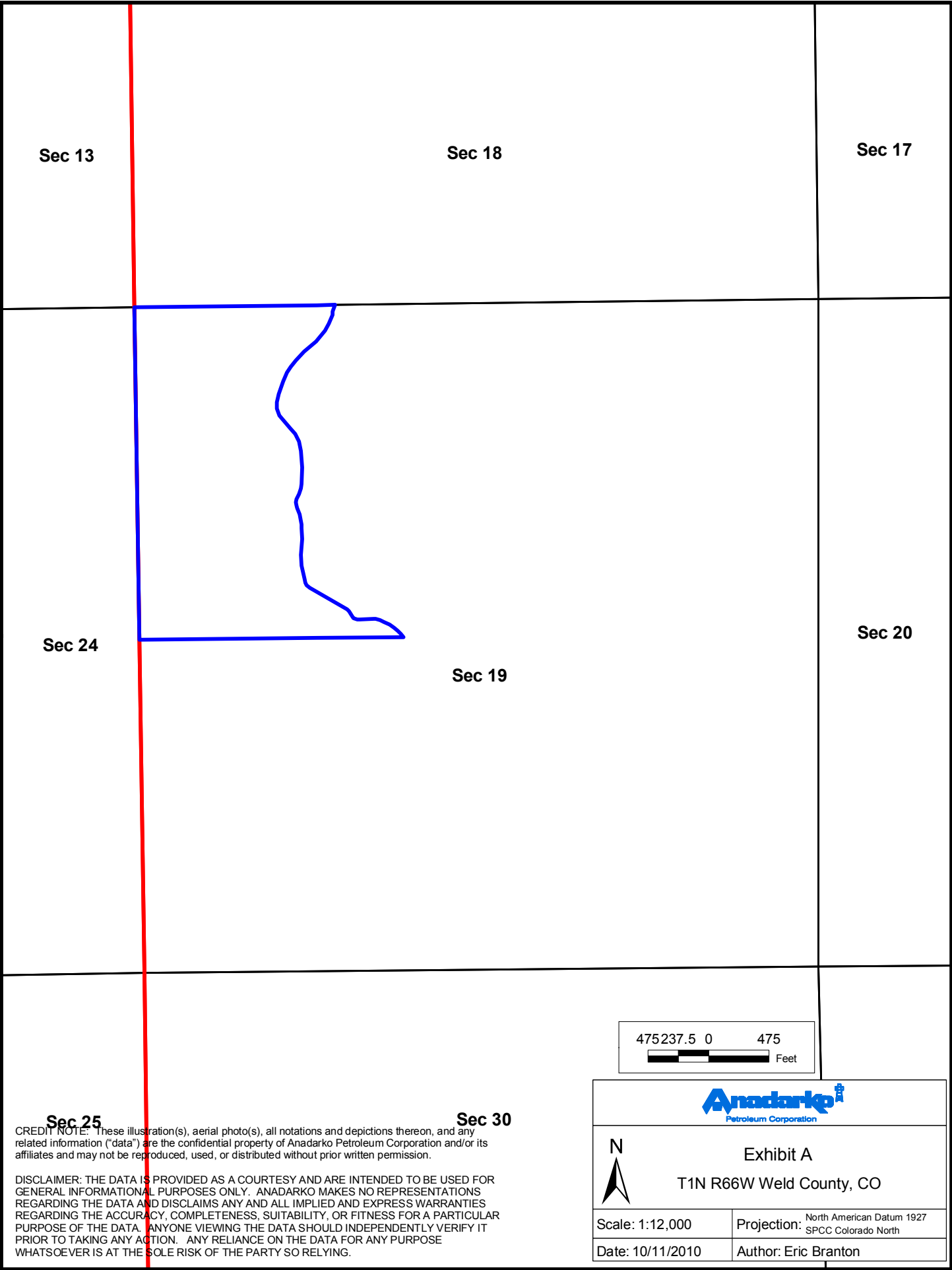
WITNESS my hand and official seal.

Cheryl Light
Notary Public



My Commission Expires 03/24/2008





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