

COLORADO OIL AND GAS LEASE

THIS AGREEMENT, made this 3 day of March 2011 between Larson Farms LLC,
29470 Weld County Road 66, Gill, Colorado, 80624 hereinafter called Lessor, and Saint James
Oil Ltd., 11177 Eagle View Dr, Suite 150, Sandy, Utah, 84092 hereinafter called Lessee, does
witness:

(1) That lessor, for and in consideration of the sum often dollars (\$10) or more in hand paid and of the covenants and agreements hereafter contained to be performed by the lessee, has this day granted, leased, and let and be these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize 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 gasses and their respective constituent vapors, and for construction roads, laying pipelines, building tanks, storing oil 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 substances, said tract of land with any reversionary rights therein being situated in the County of Weld . State of Colorado, containing 335 acres, more or less and described as follows:

net mineral lease in

That portion of Section 24, Township 6 North, Range 64 West of the 6th PM, lying to the East of the Crow Creek traversing the Section, comprising 335 acres more or less.

[illegible]

See additional terms in Exhibit "A".

(2) It is agreed that this lease shall remain in full force for a term of two (2) years from the date of this lease, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

(3) In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect his wells, the equal to _____ of all oil produced and saved from the leased premises.

(4) The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, Royalty of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then Royalty of its market value at the well. The lessee shall pay the lessor: (a) Royalty of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) Royalty of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph (2) hereof.

(5) However, this is a Paid-up Lease. Inconsideration of the cash down payment as acknowledged herein, Lessor agrees that Lessee shall not be obligated, except as provided herein, to commence or continue any operations during the primary term. If operations for the drilling of a well for oil or gas are not commenced on said land on or before twenty-four (24) months, from the date of this lease, (assuming Lease is not prohibited from drilling for reasons outside his control) then this lease shall terminate as to both parties. Lessee may at any time execute and deliver, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease to such portion, or portions and be relieved of all obligations as to the acreage surrendered.

(6) If Lessor is restricted from developing the Lease during the primary term by regulatory acts, government imposed restrictions, drilling moratoriums placed in effect by any county, local, state or federal government entity, inaccessibility of drilling equipment, lockouts, or acts of God, then such time periods as such conditions exist, shall not be included in the

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calculation of the primary term of this lease, and shall act as extension of time to the primary term.

Should the first well drilled on the above describe land be a dry hole, and in that event, if a second well is not commenced on said land within 12 months of expiration of the primary term for which has been paid, this lease will terminate as to both parties, unless the lessee on or before expiration of said twelve months shall resume the commercial operations. And it is agreed upon the resumption of payment the effect thereof shall continue the Lease in force just as though there had been no interruption in payments.

(7) If 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 shall be paid the 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, at market rates, gas, oil and water found on said land for its operations therein, except water from the wells of the lessor. When required by the lessor the lessee shall bury its pipelines 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 exploration 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. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

(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, shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

(10) Lessor hereby warrants and agrees to defend the title to the land herein described in so far as lessor represents that he has not previously conveyed the current mineral interests to any other party. Lessor further agrees that the lessee, at its option, may pay in 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 its self 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 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.

If within the primary term of this lease production on the lease premises shall cease from any cause, this lease shall not terminate provided operation 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 manor and the 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 reworking or drilling a well within ninety (90) 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.

(12) Lessee is hereby given the right at its option, at any 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 (10) acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an

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instrument identifying a unitized area. Any well drilled or operations conducted on any part of any 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 portion 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 the entire acreage of such unit and its 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 form the portion of the above described land included in such unit in the same manor as though produced from the above described land under the terms of this lease.

(13) This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who sign this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date appearing above.

Signed and acknowledged.

x Jack Larson
Larson Farms LLC
Jack Larson, Managing Director

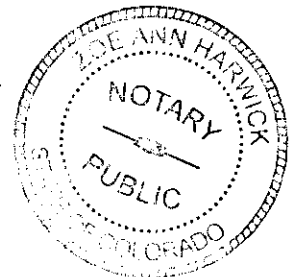
Date March 3, 2011

STATE OF COLORADO)
)SS:
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On this, the 3rd day of March, 2011, before me, a Notary Public, the undersigned officer, personally appeared Jack Larson, as manager, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires: Feb. 8, 2014

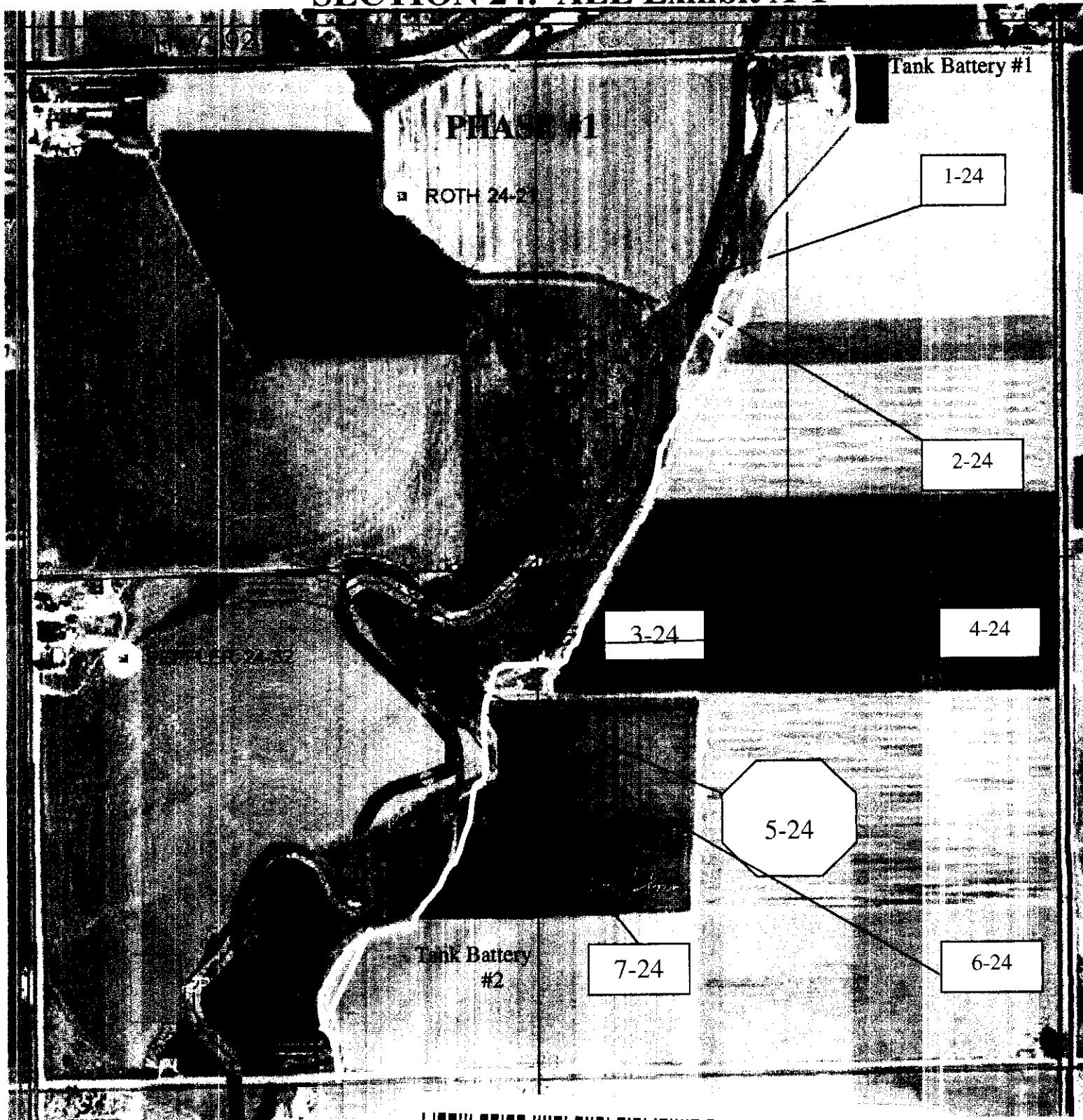
Zoe Ann Harwick
Notary Public



THIS PLAT SHOWS THE RELATIONSHIP AND LOCATIONS OF THE BOTTOM HOLE LOCATIONS AND THE TOP HOLE WELLS. THIS WELL TO TANK BATTERY PLANS ARE DESCRIBED BELOW.

TOWNSHIP 6 NORTH, RANGE 64 WEST, 6TH P.M.

SECTION 24: ALL Exhibit A-1



 TANK BATTERY

 FLOW LINES



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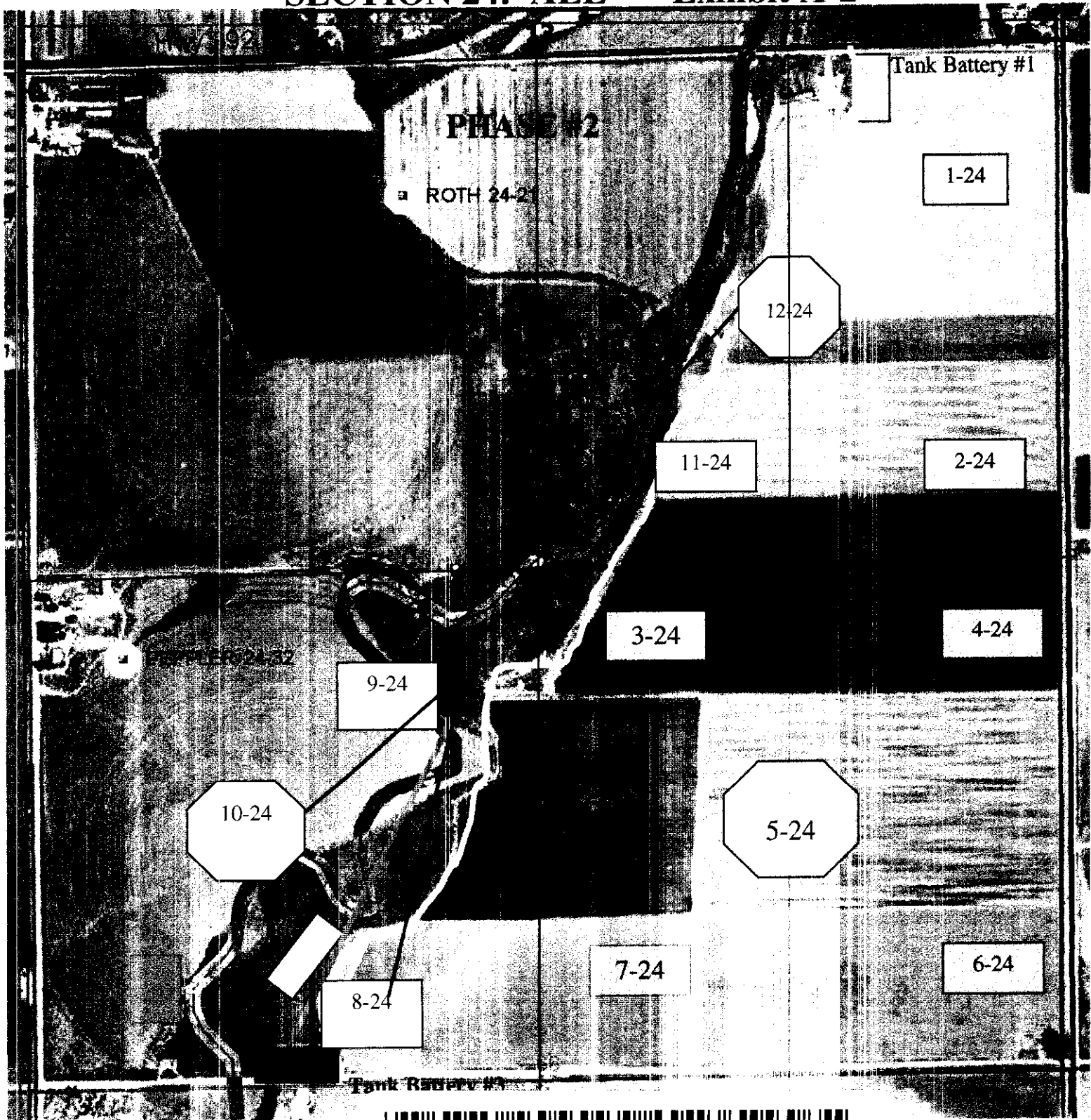
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TOWNSHIP 6 NORTH, RANGE 64 WEST, 6TH P.M.

SECTION 24: ALL Exhibit A-2



TANK BATTERY

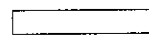


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