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3472212 04/30/2007 02:21P Weld County, CO
1 of 15 R 76.00 D 0.00 Steve Moreno Clerk & Recorder

OIL AND GAS LEASE
(PAID UP)

THIS OIL AND GAS LEASE (the "Lease") is executed as of February 1, 2006, between ANADARKO E&P COMPANY LP, a Delaware limited partnership and ANADARKO LAND CORP., a Nebraska corporation, both of whose address is P. O. Box 1330, Houston, Texas 77251-1330 (hereafter collectively referred to as "Lessor") and UNITED STATES EXPLORATION, INC., a Delaware corporation, whose address is 1625 Broadway, Suite 2000, Denver, CO 80202 ("Lessee").

WITNESSETH:

1. LEASED PREMISES. For and in consideration of One Hundred dollars (\$100.00), the adequacy, receipt and sufficiency of which are hereby acknowledged, and in consideration of the royalties herein provided and of the agreement of Lessee herein contained and subject to the limitations set forth herein, Lessor hereby grants, leases and lets exclusively unto Lessee one hundred percent (100%) of Lessor's right, title and interest in and to the oil and gas, including, without limitation, nitrogen, carbon dioxide, hydrogen sulfide, and other gaseous substances (except steam, helium and all coalbed methane gas producible from coal formations or seams) and products associated therewith, and associated liquid hydrocarbons contained therein (all such substances are sometimes collectively referred to herein as "covered minerals") in and under the following described property (the "Leased Premises"):

Township 4 North-Range 67 West
Section 19: N/2NE, N/2SE/NE; All Depths
Section 19: Lot 1 (W/2NW), N/2 of Lot 2 (NW/SW), E/2NW, NE/SW,
SW/NE and S/2SE/NE; Below the base of the Codell formation
Weld County, Colorado

for the purposes of exploring, drilling, operating, producing and saving, the covered minerals produced from the Leased Premises; provided, however, Lessor reserves all rights, horizons, strata and formations which are not affected by this Lease, including, but not limited to, the right to the concurrent use of the drill pad and surface and the right to drill through the covered interval; and further provided, Lessee shall have the non-exclusive right to conduct geophysical operations and evaluations upon the Leased Premises; and further provided, Lessee shall have the non-exclusive right to construct, maintain and remove pipelines, roads, buildings, tanks, power and telephone lines and other structures and facilities on the Leased Premises as may be necessary to explore and drill for, produce, save, treat, store and transport, the covered minerals produced hereunder; and further provided that this Lease is made subject to all existing roads, easements and any other property interests in the Leased Premises and is further subject to any restrictions or limitations set forth in any recorded instruments affecting the Leased Premises. For shut-in royalty payment purposes only, the Leased Premises shall be deemed to contain 160 acres, whether it actually comprises more or less.

2. DELAY RENTALS. This is a paid-up lease and there shall be no requirement for Lessee to pay delay rentals.

3. PRIMARY TERM. Subject to the other provisions herein contained, this Lease shall be for a primary term expiring at 12:00 a.m., MST on November 30, 2010 (the "Primary Term") and shall continue in full force and effect as long thereafter as oil, gas, or associated liquid hydrocarbons or any of them are produced from the Leased Premises in paying quantities hereunder, or as long as this Lease is maintained in force in any other manner as provided for herein. Unless otherwise provided in this Lease, "paying quantities" shall mean quantities sufficient to pay the cost of overhead, plus a reasonable profit, exclusive of drilling and completion costs.

4. ROYALTIES AND STATEMENTS. Subject to the right of election reserved to Lessor below to take its share of production in kind, the royalties to be paid by Lessee are twenty percent (20%) of eight-eighths of the value of all covered minerals produced and saved from the Leased Premises, delivered free and clear of all costs at the tailgate of the plant to which the covered minerals are delivered or, for covered minerals that are not processed, at the inlet of the market transmission pipeline to which the same are delivered, said value being determined as follows: (a) for any oil and liquid hydrocarbons recovered at the well, the greater of the market value at the well or the amount realized from the sale