

02557525

IN-HOUSE/FIELD LAND CHECKLIST

RECEIVED
MAY 26 2010
COGCC

745
Fleming & Associates
Columbus, Ohio

OIL AND GAS LEASE

THIS AGREEMENT, executed this day of the 13th day of June,

Louis Dinnar and Ida Dinnar, husband and wife, Greeley, Colorado.

Martin J. Freedman, 90% Midland Savings Bldg., Denver, Colo. *Referred to as house.* *Referred to as house.*

Hold **Colorado** and described as follows:

For description of acreage covered herein see rider attached to and made a part of this lease.

See Addendum attached.

in Section _____, Township _____, Range _____ and containing \$10.00 acres more or less.
2. This lease shall remain in force for a term of 3 (three) years and making themselves as oil, gas, gas-oil, gas-condensate and

3. The lessee shall remain at lease as royalty, free of cost, on the lease, or else the pipe line to which lessee may connect it with the usual one-eighth part of all oil produced and saved from the leased premises, or on the lesser's share, pay to the lessor, for each month's royalties the sum of ten dollars per barrel of the production, and twenty-five cents per barrel of gas.

4. If the lessee fails to pay his regular lease and royalties, he shall pay to the lessor, in addition to such regular lease and royalties, the amount of the unpaid lease and royalties, plus interest thereon at the rate of six percent each month, until such time as the same is paid, and one-eighth of all of the proceeds of oil sold at his market value to the lessor. The lessor shall pay the lessee, for one-eighth (1/8) of the difference, one-half (1/2) of the lesser, from the sale of unseparated gas, produced from any oil well; the one-eighth (1/8) of the value, at the weekly or monthly rate, of the gas produced.

the payment of the annual rent, or the amount thereof, by the lessee, or by his assignee, or by any other person entitled to receive the same, at the period mentioned in the lease, the lessor will be bound to accept the same, and to give up the leased premises to the lessee, or his assigns, or to any other person entitled to receive the same, for any purpose other than the development and operation thereof, lessor shall have the privilege at his own risk and expense of removing from any part of any building or structure, located on the leased premises, by making his own arrangements, any fixtures.

If lessor gives from a well or wells, capable of producing gas only, is not sold or used for a period of three years, lessor shall pay or render to lessor, monthly, a sum equal to the daily rental as prescribed in paragraph 12, aforesaid payable annually at the end of each year, during which such gas is not sold or used, and while such results is so paid or rendered this lease shall be held as a productive property until paragraph numbered 12 heretofore.

3. It is agreed that the delivery of a car for all or part are to be accounted as sold back on or before the 15th day of June, 1916, and that the same shall terminate at such earlier time the buyer shall pay or before the date per car under to the seller or to the buyer's credit in the amount of \$100.00.

BRECKENRIDGE NATIONAL BANK, BRECKENRIDGE, COLORADO,
being the holder's agent and mail receiver at the depositary as may and at some parable under this instrument
so the successors, which Brem and his exec-
utors see the holder's agent and mail receiver at the depositary as may and at some parable under this instrument
so the successors, which Brem and his exec-

Two hundred ton & 00/100

27. If at any time polar or gas is discovered on the land and during the term of this lease, the lessee shall drill a dry well or holes on this land, this lease shall not terminate, provided, notwithstanding the fact that during certain periods of time or otherwise, or provided the lessor agrees to receive the payment of rentals in the manner and amount hereinabove provided and in this event the previous paragraph hereof, gas

3. In case such damage occurs a long distance from the place described last but the entire and undivided fee simple estate interest therein can be retained and held in trust for the benefit of the wife or husband as provided by law.

9. If the name of other party hereto is changed and the privilege or privilege in whole or in part is expressly retained, the person(s) himself shall carry on the business as before, and the party hereto shall have the right to require him to furnish to the party hereto a copy of his certificate of registration or any other document which may be required by law, and if he fails to do so, the party hereto may file a complaint in the appropriate court for injunction, damages, or other relief, and if the court grants such relief, the party hereto may sue for costs and attorney's fees.

b). Lessee hereby waives and agrees to defend the title to the land herein described as agreed that the lease, at its option, may be and discharge or which is or may have, mortgage, or cause to be levied, levied, or imposed in or against the above described lands, and, in print, or otherwise, such rights as may be exercisable by the rights of any owner or lessor, or his heirs, executors, administrators, or assigns.

11. Notwithstanding anything to the above contained in the CORPORATE, it is expressly agreed that if future staff conference applications for drilling at any time make this lease to be forced, the same shall remain in force and its terms shall continue so long as such applications are presented and, if granted.

13. If within the delivery time of the house, producer as the leased premises shall obtain 2000 sq ft room shall not permanently pre-empted or reserved for the drawing of a well shall be compensated nothing in excess of the amount necessary to cover the expenses. If

cross from one room, little room shall be furnished provided there is no fire hazard, and provided for during a fire without delay. If any fire occurs, such room, or part thereof, shall be used as a temporary shelter, even so long as protection continues.

17. The Commissioner or his/her authorized representative shall be as to the portion of the amount due retained for the arrest and prosecution of those who shall commit and commit in any manner to any offense against the United States.

In addition to the above, the Bureau has been advised that gas delivery contracts between pipeline companies and gas companies have been suspended.

12. The gas household units created by the extraction and delivery of this
13. gas "gas" part of the property, with any other gas household estate or residue in form one of more gas operating units of approximately 500 acres each
14. 12 such operating units as may be created by lease. Lessee agrees to accept and shall receive the net of gas production from each such unit gas portion
15. of such "gas" property as the number of acres of this lease placed in exclusive house to the total number of acres included in each unit. The easements
16.

which or description of a well, or the construction, operation or production of gas from such wells, or as operating such wells shall be construed and construed as the movement, storage or transportation of a well, or the construction, operation, or production of gas above, below, or on such wells, or the wells themselves, and also construed as the removal, sale, or delivery of gas from such wells, or the removal, sale, or delivery of oil, water, sand, or other materials in connection with operations of such wells, or the removal, sale, or delivery of gas or oil from such wells, which may be deemed to be a separate lease, in the event such wells are located in an area, but this lease is not included in several areas, such portion as is included shall be subject to a separate lease, and the personality assets or fixtures of such lease under such separate lease shall be held to be entitled to the benefit of this lease, and the personality assets or fixtures of such lease under such separate lease, shall be subject to the benefit of this lease.

IV. This Note and all its terms, conditions, and stipulations shall extend to and be binding on all successors or heirs, assigns and lessees.

IN WITHHELD UNTIL 2020, as can the day and year first above written.

Ida B. Wells (1862-1931) was a black woman who became a national leader in the fight against racism and segregation. She was born in Mississippi and moved to Chicago where she became a newspaper editor and activist. She exposed the practice of lynching African Americans and wrote several books on the subject. She also fought for women's suffrage and civil rights.

Louis Dinner

IN-HOUSE/FIELD LAND CHECKLIST

RECEIVED

MAY 26 2010

COGCC

RIDER

This rider attached to and made a part of Oil and Gas Lease dated June 13, 1975, from Louis Dinner and Ida Dinner, Lessors, to Martin J. Freedman, Lessee.

a) A parcel of land situated in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14, Township 4 North, Range 66 West of the 6th P.M., Weld County, Colorado, more particularly described as follows: Beginning at a point in the east line of said Section 14, 100.87 feet south of its intersection with the southeasterly right of way of the Union Pacific Railroad, said point of intersection being 713.38 feet more or less, south from the northeast corner of said Section 14; thence from said point beginning south along the east line of said section 508.86 feet, more or less, to the southeast corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence along the south line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ south 89°53' west 472.95 feet to a point marked by an iron pin, said point being 60.15 feet east of the intersection of the south line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ with the southeasterly right of way line of said railroad; thence from said point north 42°51' east 695.41 feet to the point of beginning.

b) All that part of the S $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 14, Township 4 North, Range 66 West of the 6th P.M., Weld County, Colorado, lying east of the center line of the presently existing right of way of the Union Pacific Railroad Company. Except parcel of land as conveyed to the Great Western Sugar Company by deed recorded under Reception No. 1540235 in Book 618, Weld County records

c) The SE $\frac{1}{4}$ of Section 14, Township 4 North, Range 66 West of the 6th P.M., Weld County, Colorado, excepting that part or parcel of land particularly described as follows: Commencing at the northwest corner of said tract and running thence east along the north line of said tract 634 feet to a point 50 feet west of the center line of the railroad track, thence in a southwesterly course on a line parallel with and 50 feet west from railroad track 964 feet to point on west line of said tract of land, thence north along west line of said tract 731 foot to the place of beginning. Except the right of way of the Union Pacific Railroad

d) A part of the SW $\frac{1}{4}$ of Section 14, Township 4 North, Range 66 West of the 6th P.M., Weld County, Colorado described as follows: Beginning at the south quarter corner of said Section 14, thence North 0°05' east along the east line of the said SW $\frac{1}{4}$ of Section 14 a distance of 1524.1 feet to an intersection with the southeasterly right of way line of the Union Pacific Railroad, thence south 41°14' west a distance of 1393.5 feet following said right of way line; thence south a distance of 496 feet to the south line of said Section 14; thence east a distance of 913.65 feet to the point of beginning

containing 210 acres, more or less

Notwithstanding anything to the contrary contained in this lease, all reference to Lessors royalty where designated to by 1/8th shall hereinafter be changed to read 15%.

Signed for identification

Ida Dinner
Ida Dinner

Louis Dinner
Louis Dinner

Martin J. Freedman
Martin J. Freedman

IN-HOUSE/FIELD LAND CHECKLIST

RECEIVED

MAY 26 2010

COGCC

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 19th

day of July, 1975, personally appeared

Louis Dinner

1667414

Louis Dinner, husband and wife

 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 they ... duly executed the same as their ... 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 Sept. 13, 1975

Annie Marie Dinner

Notary Public

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 September, 19th, 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

State of _____

County of _____

ACKNOWLEDGMENT (See also by Corporation)

On this 19th day of September, A. D. 19th, before me personally
appeared A. D. 19, 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 19th day of September, A. D. 19th.

(SEAL)

Notary Public

My Commission expires

No.	FROM	TO	19	County	Instrument was filed for record on the <u>19</u> day of <u>September</u> , A.D. <u>19</u> at <u>o'clock</u> M. and duly recorded in <u>Book</u> <u>Page</u> of the records of this office.	County Clerk	Deputy	When record return to
-----	------	----	----	--------	--	--------------	--------	-----------------------