

20094324 11/17/2009 9:45 AM Elaine Sullivan  
1 of 2 OGL R\$11.00 D\$0.00 Moffat County Clerk



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PRODUCERS 88-PAID UP  
Rev. 5-60, No 2-NXG.

## OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of August, 2009, by and between Michael G. Eberle, a single man

whose post office address is 4845 West Hwy 40, Craig, CO 81625,  
hereinafter called "Lessor" (whether one or more) and DIAMOND RESOURCES CO.  
whose post office address is P.O. Box 1938, Williston, ND 58802-1938, hereinafter called "Lessee".

WITNESSETH, That the Lessor, for and in consideration of Ten & more Dollars cash in hand (the "Bonus Consideration") paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas and all other hydrocarbons of whatsoever nature or kind, specifically including shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, with rights of way and easements for laying pipelines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in Moffat County, State of Colorado, described as follows, to-wit:

Township 6 North, Range 92 West of the 6th P.M.  
Section 12: W $\frac{1}{2}$ W $\frac{1}{2}$

containing 160.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of four (4) years from this date and as long thereafter as oil, gas, and all other hydrocarbons of whatsoever nature or kind, specifically including, without limitation, shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling, testing, completing, re-completing, re-working, deepening, plugging back or repairing operations within one hundred eighty (180) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the Bonus Consideration, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal One-Eighth (1/8th) part of all oil produced and saved by Lessee from the leased premises.

2nd. To pay Lessor One-Eighth (1/8th) of the gross proceeds each year, payable quarterly, for the gas from each well produced and saved by Lessee where gas only is found, while the same is being used off the premises, based upon the market value at the mouth of the well, and if used in the manufacture of gasoline a royalty of One-Eighth (1/8th), payable monthly at the prevailing market rate for gas computed at the mouth of the well.

3rd. To pay Lessor for gas produced and saved by Lessee from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of One-Eighth (1/8th) of the proceeds, at the mouth of the well, at the prevailing market rate.

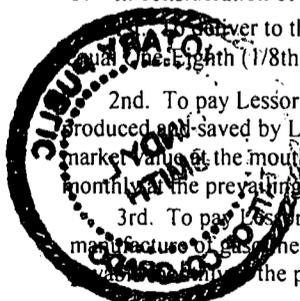
4. Where gas from a well capable of producing gas only is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of one hundred eighty (180) days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.



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Bell Rock 210

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. Except as otherwise expressly provided herein, the rights and estate of Lessor and Lessee hereunder may be assigned in whole or part, from time to time, as to any mineral or horizon, in the sole discretion of Lessor or Lessee, as the case may be, but no change or division in ownership of Lessor's land, rentals, or royalties, or Lessor's interest hereunder, however accomplished, shall operate to enlarge or diminish the obligations or rights of Lessee or Lessor hereunder. Additionally, no change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described against the claims of all persons whomsoever, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns and successive assigns of Lessor and Lessee, and by all persons or parties claiming by, through or under Lessor or Lessee.

16. It is the intent of the parties that the Lessor is leasing to the Lessee all mineral acres owned by Lessor within the Sections shown on the lease, whether described correctly or not.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSOR(S)

Michael G. Eberle  
Michael G. Eberle



ACKNOWLEDGEMENT

STATE OF Colorado )  
COUNTY OF Moffat ) SS Individual

BE IT REMEMBERED, That on this 17th day of August, 2009 before me, a Notary Public in and for said County and State, personally appeared Michael G. Eberle, a single man

to me known to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged that he executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

Cindy L. Smith  
Notary Public  
My Commission Expires: 04-30-11

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2 of 2 OGL R\$11.00 D\$0.00  
Elaine Sullivan  
Moffat County Clerk