

## OIL AND GAS LEASE

AGREEMENT, made and entered into this 18<sup>th</sup> day of October, 1991, by and between

FARMERS RESERVOIR AND IRRIGATION COMPANY  
80 South 27th Avenue  
Brighton, Colorado 80601

Party of the first part, hereinafter called Lessor and Snyder Oil Corporation, 1625 Broadway, Suite 2200, Denver, Colorado 80202, Party of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessor, for and in consideration of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease, and let exclusively to the said Lessee, its successors and assigns, for the sole and only purposes of surveying and exploring by geological, geophysical, and all other methods, operating for oil, gas and other hydrocarbons, that may be produced from any well drilled by Lessee on the leased premises hereinafter described, all those certain tracts of land together with any reversionary, remainderman and springing executory rights therein, situate in the County of Weld, State of Colorado, as described on the attached Exhibit "A," by this reference made a part hereof, sometimes referred to herein as "Leased Lands."

It is agreed that this lease shall remain in force for a term of five (5) years from the date hereof, and as long thereafter as oil, gas, or other hydrocarbons or either or any of them, is produced from said lands, or premises pooled, therewith in paying quantities or drilling operations are continued as hereinafter provided by the Lessee, its successors and assigns. During the term of this lease, Lessor agrees not to enter into any oil and gas lease with any other party covering any lands covered by this lease.

In consideration of the premises the Lessor and Lessee agree as follows:

1. The Lessee shall deliver to the credit of Lessor as royalty fifteen percent (15%) of the market value of all oil, gas, casinghead gas, condensate or other price received by Lessee at the wellhead but in no event shall the price paid to Lessor be lower than a price received by any other Lessor in the same drillsite spacing unit.

2. In case Lessee delivers gas to a third party for treatment, Lessee shall pay to Lessor: (i) fifteen percent (15%) of the net natural gasoline and other liquefied hydrocarbons redelivered to or for the account of Lessee and fifteen percent (15%) of the proceeds received by Lessee for the natural gasoline and other liquefied hydrocarbons sold by such third party for Lessee's account, after deducting the reasonable costs of delivery for the sale or other disposition thereof, and (ii) fifteen percent (15%) of any proceeds received by Lessee from the sale of residual dry gas redelivered to or for the account of Lessee and sold or utilized by or for the account of Lessee. If natural gasoline or other liquefied petroleum hydrocarbons are extracted by Lessee from the natural gas produced from the Leased Land, then Lessee shall pay to Lessor fifteen percent (15%) of the market value of such natural gasoline and other liquefied petroleum hydrocarbons less the actual direct costs of such extraction. Lessee shall not flare or waste gas, except as needed for production and testing, and shall make diligent efforts to find a market for all gas produced which is not used in operations on the Leased Land.

3. If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands

covered by, or on other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or after production therefrom, and the production therefrom is not being sold or used, Lessee agrees to pay or tender to the Lessor, as royalty, the sum of Ten Dollars (\$10.00) per year under this lease. Such payment shall be made at the following time:

(a) If other portions of the drillsite spacing unit containing a portion of the Leased Lands are subject to a recorded oil and gas lease with a third party as lessor and the herein Lessee as Lessee and such oil and gas lease contains a shut-in royalty provision, then the aforementioned shut-in royalty amount shall be paid to Lessor in accordance with the same timing constraints for said third party oil and gas lease. If portions of the drillsite spacing unit are subject to more than one such oil and gas lease, then Lessee shall, at its sole selection, select one of such leases and promptly advise Lessor of the time any such shut-in royalty shall be paid. Notwithstanding the foregoing, in no event shall such payment be made more than one year after a well is shut-in, and annually thereafter unless prior to such date gas from the well is produced and sold or used.

(b) If other lands in a drillsite spacing unit containing portions of the Leased Lands are not subject to a third party recorded oil and gas lease or if any such lease does not contain a shut-in royalty clause, then the shut-in royalty described herein shall be made ninety (90) days after the well is shut-in and annually thereafter on the anniversary date of this lease, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas well remains shut-in, Lessee shall make payment of the shut-in royalty in the same amount and manner.

A shut-in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. Notwithstanding any other provision hereof, this lease shall not continue in full force and effect by any such shut-in payments for a period in excess of five years from the date the initial shut-in payment is tendered.

4. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid the Lessor only in the proportion which its interest bears to the whole and undivided fee. However, Lessor's share of such royalties shall be increased or decreased as appropriate effective at the next succeeding rental anniversary after Lessee has been notified of any revision having occurred in Lessor's interest. Any interest in the production from the above described land to which the interest of Lessor may be subject shall be deducted from the royalties provided for herein.

5. Lessee shall have the right to use, free of cost, gas and oil production on said land for its operations thereon. 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.

6. Notwithstanding any other provision hereof, no well shall be located or any other actual operations conducted upon any lands covered by this lease, without written consent of the Lessor. Lessee shall not use the access roads to, along or appurtenant to said reservoirs, canals, ditches, and diversion structures without

the prior written consent of the Lessor. Lessee will not cross the reservoirs, canals, ditches, and diversion structures with any equipment without the prior written consent of the Lessor. Lessee will not run any pipelines over, under, through or across any reservoir, canal, ditch or diversion structure without prior written consent of Lessor. In addition to being a breach of this lease, Lessee shall pay for any and all damages caused by its operations to the reservoirs, canals, ditches and diversion structures on said lands.

7. If at the expiration of the primary term of this lease, oil, gas and other hydrocarbons and all other minerals or substances are not being produced on or from said land or said pooled premises, but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of the years herein first mentioned.

8. 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 therefore 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 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 or 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.

9. Within thirty (30) days after the expiration of the primary term, Lessee will execute and deliver to Lessor a release of this lease except as to those lands described on Exhibit "A" hereto: (i) which are within a drillsite spacing unit on which there is a well producing or capable of producing in paying quantities, (ii) any lands which are pooled or unitized with lands on which there is located a well which is producing or capable of producing in paying quantities or (iii) which are within a drillsite spacing unit on which drilling operations have been commenced and are diligently prosecuted in accord with applicable lease terms.

10. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors, and assigns of the parties. No change in the ownership of the lands, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or require separate measuring or installation of separate tanks by Lessee. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no change in the ownership of said land or the right to receive royalties hereunder, or of any interest therein, shall be binding on Lessee (except at Lessee's option in any particular case) until thirty (30) days after Lessee 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 to show a complete chain of title back to Lessor to the full interest claimed, and all advance payments of bonus, rentals or royalties made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor. It is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of any royalties due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands which the said Lessee or any assignee thereof shall make due payment of said royalties.

11. All provisions hereof, express or implied, shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor Lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of a failure to comply with any of the express or implied provisions of this lease if such failure is the result of the

exercise of governmental authority, war, act of God, strike, fire, explosion, flood, or any other cause wholly beyond the control of Lessee. If Lessee shall 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 thereof, 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 beyond the control of Lessee, 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 royalties due, if any, herein provided during such extended time.

12. Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the Lessor, or by placing a release of record in the proper county and thereby be relieved of all obligations as to the acreage surrendered.

13. Lessor makes no representation or warranty with respect to title to the Leased Lands or any other matter, whether express, implied or statutory. Lessor, upon notice in writing to Lessee, shall have the right to audit Lessee's accounts and records relating to the Leased Land for any calendar year following the end of such calendar year. The Lessor shall make every reasonable effort to conduct audits in a manner which will result in a minimum of inconvenience to the Lessee at a time mutually agreed upon and at Lessee's main office. Lessee shall bear no portion of the Lessor's audit cost incurred under this paragraph, but shall cooperate fully and make available to Lessor all such information as it may reasonably request.

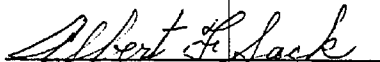
14. Subject to Lessee's safety and operational requirements, Lessor and its representatives and agents shall have the right on advance written notice and at its sole risk and expense during operating hours to enter upon the Leased Land, and lands pooled or unitized therewith, and to examine work done and in progress thereon and to inspect Lessee's works, tanks, and appliances thereon. At Lessor's expense, Lessor and its representatives and agents shall have the right to inspect logs, cores, samples and cuttings, if any, from any and all wells drilled by Lessee on the Leased Land, and lands pooled or unitized therewith, and to inspect logs of all such wells and daily drilling reports, and make copies thereof at Lessee's offices in Colorado. Lessor agrees that logs or other data will not be disclosed to third parties without Lessee's written consent.

15. Lessor hereby releases and relinquishes any right to homestead, dower or curtesy it or either of them may have in or to the leased land.

16. This lease and all its terms, conditions, and stipulations binds Lessor and shall extend to and be binding on its assigns, heirs, devisees and successors and those of the Lessee.

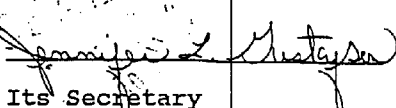
IN WITNESS WHEREOF, We sign the day and year first above written.

Farmers Reservoir and Irrigation Company



Its President

Attest:



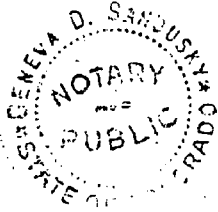
Its Secretary

STATE OF Colorado )  
COUNTY OF Adams ) SS.

Subscribed and sworn to before me this 18<sup>th</sup> day of October, 1991, by Albert F. Lick, President of the National Association of Public Health Officials.

Witness my hand and official seal.

My Commission Expires 2/6/23



James D. Landucky  
Notary Public

80 S. 27th Avenue  
Brighton, Colorado 80601

B 1315 REC 57239 10/28/91 10:12 5.00 7/007  
F 0384 MARY A FEUERSTEIN CLERK & RECORDER WELD CO, CO

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease by and between SNYDER OIL CORPORATION, as Lessee and FARMERS RESERVOIR AND IRRIGATION COMPANY (FRICO), as Lessor.

Township 4 North, Range 66 West, 6th P.M.

Section 34: A 6.90 acre tract in E $\frac{1}{2}$ SE $\frac{1}{4}$  described in  
Book: 327, Page: 14.

Township 3 North, Range 66 West, 6th P.M.

Section 4: A 8.03 acre tract in E $\frac{1}{2}$ SE $\frac{1}{4}$  described  
Book: 314, Page: 251.

Township 3 North, Range 66 West, 6th P.M.

Section 8: A 10.13 acre tract in NW $\frac{1}{4}$  described in  
Book: 335, Page: 449.

Township 3 North, Range 66 West, 6th P.M.

As to Gas Rights Only:

Section 18: A 2.23 acre tract in NE $\frac{1}{4}$  described in  
Book: 327, Page: 37 AND a 18.68 acre metes and  
bounds tract AND a 1.85 acre metes and bounds  
tract AND a 1.25 acre metes and bounds tract  
all lands within Section 18 described in  
Book: 383, Page: 556.

Township 3 North, Range 66 West, 6th P.M.

Section 26: A 5.00 acre tract in SE $\frac{1}{4}$  described in  
Book: 711, Page: 328.

Township 3 North, Range 66 West, 6th P.M.

Section 28: A 7.60 acre tract in E $\frac{1}{2}$  described in  
Book: 383, Page: 382.

Township 3 North, Range 66 West, 6th P.M.

Section 30: A 17.07 acre tract in E $\frac{1}{2}$  described in  
Book: 314, Page: 474 and Book: 314, Page: 519.

Township 3 North, Range 66 West, 6th P.M.

Section 34: A 2.20 acre tract in SW $\frac{1}{4}$  described in  
Book: 408, Page: 177.

## OIL AND GAS LEASE

THIS AGREEMENT, made this 10th day of June, 1971, between PUBLIC SERVICE COMPANY OF COLORADO, P. O. Box 840, Denver, Colorado 80201, Lessor, and AMOCO PRODUCTION COMPANY, a Delaware corporation authorized to do business in the State of Colorado, Lessee,

## WITNESSETH:

1. Lessor, for a good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling for and producing oil and gas (including therein all other related liquid and gaseous hydrocarbons), laying pipe lines, building tanks, roads, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following described land in Weld County, Colorado, to wit:

DESCRIPTION	APPROXIMATE ACRES
<u>Township 2, North, Range 66 West, 6th P.M.</u>	
Section 28: East 330 feet of S/2 SE/4	10.00
Section 21: East 225 feet of SE/4	13.54
<u>Township 3 North, Range 66 West, 6th P.M.</u>	
Section 28: East 225 feet of SE/4, and	13.64
East 225 feet of NE/4	13.64
Section 21: East 225 feet of SE/4, and	13.64
East 225 feet of NE/4	13.64
Section 8: East 300 feet and North 300 feet of SE/4	34.30
Section 8: North 300 feet of SW/4	18.18
Section 7: North 300 feet of SW/4	18.08
<u>Township 4 North, Range 66 West, 6th P.M.</u>	
Section 6: West 225 feet of SW/4	13.63
<u>Township 2 North, Range 67 West, 6th P.M.</u>	
Section 11: East 150 feet of NW/4, and	9.09
East 150 feet of SW/4	9.09
Section 14: East 150 feet of NW/4 and N/2 SW/4	13.64
Section 23: East 150 feet of SW/4	9.09
Section 26: East 150 feet of S/2 SW/4	4.545
Section 33: North 180 feet and West 180 feet of N/2	31.98
<u>Township 3 North, Range 67 West, 6th P.M.</u>	
Section 12: North 300 feet of SE/4	18.18
Section 22: West 150 feet of NE/4, and	9.09
West 150 feet of W/2 SE/4	9.09
Section 27: West 150 feet of W/2 NE/4	9.09
Section 27: West 150 feet of SE/4 lying within the boundary lines of "The Lupton Meadows Reservoir and Sullivan Reservoir No. 3" as described in deed dated November 7, 1968, recorded in Book 602, Reception No. 1523788, Deed Records of Weld County, Colorado	4.68
Section 27: That Part of the W 150 feet of SE/4 lying outside the above referred to Reservoirs	4.42
Section 34: West 150 feet of NE/4 lying within the boundary lines of "The Lupton Meadows Reservoir and Sullivan Reservoir No. 3" as described in deed dated November 7, 1968, recorded in Book 602, Reception No. 1253788, Deed Records of Weld County, Colorado, and	4.60
Section 34: West 150 feet of NE/4 except that part lying within the boundary of Reservoir as described in deed date January 27, 1969, recorded in Book 605, Reception No. 1257081, Deed Records of Weld County, Colorado,	4.61
Section 34: West 150 feet of W/2 SE/4	9.09
<u>Township 4 North, Range 67 West, 6th P.M.</u>	
Section 12: East 225 feet of E/2 SE/4, and	
a parcel of land lying in SE/4 NE/4 and NE/4 NE/4 as described in deed dated January 16, 1970, recorded in Book 620, Reception No. 1541600, Deed Records of Weld County, Colorado	23.61
Section 1: East 19.3 feet of SE/4	4.16
Total Approximate Acres	387.865



Recorded at: \_\_\_\_\_

SEP 21 1971

Rec. No.:

1575568

Ann Spomer, Recorder

BOOK

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## OIL AND GAS LEASE

THIS AGREEMENT, made this 10th day of June, 1971, between PUBLIC SERVICE COMPANY OF COLORADO, P. O. Box 840, Denver, Colorado 80201, Lessor, and AMOCO PRODUCTION COMPANY, a Delaware corporation authorized to do business in the State of Colorado, Lessee,

## WITNESSETH:

1. Lessor, for a good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling for and producing oil and gas (including therein all other related liquid and gaseous hydrocarbons), laying pipe lines, building tanks, roads, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, the following described land in Weld County, Colorado, to wit:

BOOK

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1575568

5-2

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above although not included within the boundaries of the land particularly described above. The land included within this lease shall be deemed to contain 337.465 acres, whether it actually comprises more or less.

2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development or cessation at any time of production of oil or gas, and without further payments than the rental and royalties herein provided, and notwithstanding anything else herein contained to the contrary, this lease shall be for a term of five years from this date (called "primary term") and as long thereafter as oil or gas is produced from land with which said land is pooled hereunder or as long as this lease is continued in effect as otherwise provided herein.

3. The royalties to be paid by Lessee are: (a) on oil, three-sixteenths of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for oil of like grade and gravity in the field where produced on the date of purchase; (b) on gas produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of three-sixteenths of the gas so sold or used; provided that on gas sold at the well the royalty shall be three-sixteenths of the amount realized from such sale. Lessee shall have free use of oil and gas from said land for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. It is understood and agreed that the land included within this lease is now or in the future will be used for high voltage transmission lines, which use is inconsistent with the drilling of wells thereon, and that the oil and gas is to be produced from said land through a well or wells located on neighboring lands; that the Lessor therefore releases the Lessee from any and all obligations express or implied of drilling, offsetting or development work of any nature in regard to the above

described land for so long a period as this lease remains in effect; and that in lieu of drilling upon the premises herein leased, Lessee shall have and is hereby granted the right of recovery of any oil and gas lying under said premises herein leased by means of drilling, development or other operations upon neighboring land pooled or unitized with the land covered hereby in accordance with Section 5 or Section 6 hereof.

If any part of the land covered hereby is included in a unit formed hereunder, the acreage so pooled or unitized shall be segregated from the acreage not pooled or unitized, and the provisions of this lease shall apply separately to the acreage in each unit and also to the acreage not pooled or unitized; and this lease shall cease to apply to all acreage not pooled or unitized at the expiration of the primary term.

5. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said premises, such pooling to be into a well unit or units not exceeding eighty (80) acres, plus an acreage tolerance of ten percent (10%) of eighty (80) acres, for oil, and not exceeding three hundred and twenty (320) acres, plus an acreage tolerance of ten percent (10%) of three hundred and twenty (320) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such production were from or such completion were on the land covered by this lease. For the purpose of computing the royalties to which Lessor shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the land covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained

on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

6. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands 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 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.

7. If at the expiration of the primary term, oil or gas is not being produced from land pooled herewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon, within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas, is produced from land pooled therewith. If, after the expiration of the primary term of this lease and after oil or gas is produced from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas, is produced from land pooled therewith.

If a well capable of producing gas in paying quantities is completed ✓ on land within a unit formed hereunder and is shut in on the expiration date of the primary term, Lessee or any assignee may, on or before the expiration date of the primary term, pay or tender as royalty to the Lessor at P. O. Box 840, Denver, Colorado 80201, the sum of One Dollar per acre for all acreage covered by this lease and included in the unit so formed, and if such payment or tender is made it shall be considered the legal equivalent of actual production in paying quantities from such unit and this lease shall continue in effect for a period of one year from the expiration date of the primary term. In like manner and upon like payments or tenders annually, made on or before each anniversary of the expiration date of the primary term, this lease shall continue in effect for successive periods of one year each.

8. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered.

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the successors and assigns of the parties hereto, but no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until

Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. Notwithstanding any other term or provision of this Lease, it is agreed that Lessor does not hereby convey to Lessee any rights to use the surface of the leased premises. In the event Lessee desires to use the surface of the leased premises, it shall apply to the electric department of Lessor for a license granting such permission.

11. Subject to the provisions of Paragraphs 8 and 9 hereof, Lessee agrees to pay or tender annually during the primary term on or before each anniversary date hereof as rental to the Lessor at P. O. Box 840, Denver, Colorado 80201, the sum of One Dollar per acre for all acreage covered by this lease and not included in a unit formed hereunder.

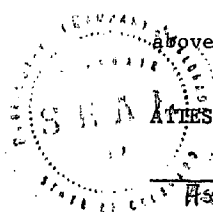
12. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee.

If, during the term of this lease, oil or gas is discovered upon land pooled herewith, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil or gas and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

13. Lessor hereby warrants title to said land against all persons claiming under it. It is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties to be paid Lessor shall be reduced proportionately.

All of the provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, this instrument in executed on the date first above written.



ATTEST:

R. J. Walker  
Asst. Secretary

PUBLIC SERVICE COMPANY OF COLORADO

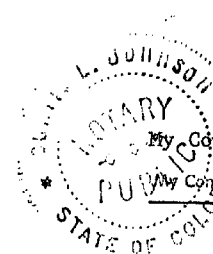
By R. J. Walker  
Vice President

STATE OF Colorado )  
City of Denver )  
COUNTY OF Denver )

SS.

The foregoing instrument was acknowledged before me this 24th day of June, 1971, by R. J. Walker, Vice President of PUBLIC SERVICE COMPANY OF COLORADO, a corporation.

WITNESS my hand and official seal.



My Commission expires:

My Commission expires Jan. 4, 1975

Charles J. Johnson  
Notary Public

APPROVED FOR EXECUTION  
LEE. BRYAN, JR. & STANFELD  
BARCLAY 16N-28HZ

By R. J. Walker

325B

325B

00042 201544055

MAR-19-70

BOOK 622

Form 88—(Producers)  
Kan. Oil & Gas. 1962 Rev. B

OIL AND

Recorded at 834 o'clock A MAR 19 1970 INDEXED  
Rec. No. 1544055 Ann Spomer, Recorder

THIS AGREEMENT, Entered into this 9th day of February 1970  
between David H. Sarchet and Joyce E. Sarchet, his wife  
Rt 2, Platteville, Colorado

and D. Kirk Tracy, 428 Patterson Bldg, Denver, Colorado 80202 hereinafter called lessor,  
hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten 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 this hereinafter described land, and 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 substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Weld

State of Colorado and described as follows:  
Township 3 North, Range 66 West  
Section 28: SE 1/4, Section 32: NW 1/4 and N 12 chains of the SW 1/4

in TOWNSHIP 3 NORTH, RANGE 66 WEST, and containing 368 acres, more or less.

2. This lease shall remain in force for a term of Five years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the month 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 the development and operation thereof, including the use of such gas for the production of electricity, and the expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

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 at the end of each 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 numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 9th day of February 1971 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 Ft. Lupton State Bank at Ft. Lupton, Colorado of 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 Three hundred sixty eight 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 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 to lessor or assignee 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 contained herein. 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 on or before the expiration of the term of this lease, and if 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 shall be paid to the lessor in the proportion which his interest bears to the entire 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 deeper 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 the 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 severalty 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 operate wells on separate tracts into which the leased premises may be divided by sale, lease, devise, 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 effect or affect this lease insofar as it covers the part of said land upon which the lessee or any assignee hereof shall make payment of said rentals. If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate in writing, in a reasonable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

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 as 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 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 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 name 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. Lessee is hereby expressly granted the right and privilege (which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease, or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of approximately 800 acres each. If such operating units are formed, Lessee agrees to apportion the gas production from each such unit to each portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or continuation of a well, or the continued operation or production of gas from an existing well, on any portion of an operating unit shall be considered and completed as the commencement or completion of a well, or the continued operation of a well, or the production of gas from a well, on each and all of the lands within and comprising such operating unit; provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay rentals with respect to portions of this premises not included in a unit, but this lease as to such portions of this premises not included in a unit, shall not terminate by the expiration of the primary term of this lease, if the leased premises are included in several units, each portion so included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the consolidated acreage.

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.

(SEAL) David H. Sarchet (SEAL)  
(SEAL) David H. Sarchet (SEAL)  
(SEAL) Joyce E. Sarchet (SEAL)  
(SEAL) Joyce E. Sarchet (SEAL)

312380-A

STATE OF Colorado  
COUNTY OF Weld

} ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 9th  
day of February, 1970, personally appeared David H. Sarchet  
and Joyce E. Sarchet, his wifeto me personally known to be the identical person S who executed the within and foregoing instrument and acknowledged to me  
that they 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 official seal the day and year last above written.  
My commission expires 7-1-73Hanes M. Dawson  
Hanes M. Dawson Notary PublicSTATE OF Colorado  
COUNTY OF Weld } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_to me personally known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ 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 official seal the day and year last above written.

My commission expires \_\_\_\_\_  
Notary PublicSTATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR CORPORATION  
COUNTY OF \_\_\_\_\_Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a  
Notary Public, duly commissioned, in and for the county and state aforesaid, came \_\_\_\_\_\_\_\_\_\_, president of \_\_\_\_\_  
a corporation of the State of \_\_\_\_\_, personally known to me to be such officer, and to be  
the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly ac-  
knowledgeed the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires \_\_\_\_\_  
Notary Public

No. 1544055

## OIL AND GAS LEASE

FROM

TO

Date \_\_\_\_\_, 19\_\_\_\_  
Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_  
No. of Acres \_\_\_\_\_ Term \_\_\_\_\_  
County \_\_\_\_\_STATE OF Colorado } ss.  
County of WeldThis instrument was filed for record on the  
day of MAR 19 1970 19\_\_\_\_  
at 8:34 o'clock A.M., and duly recorded  
in Book 622 Page \_\_\_\_\_ of  
the records of this office.By Ann Spomer  
Register of Deeds.

When recorded, return to \_\_\_\_\_

Ann Spomer  
Ann Spomer  
Ann Spomer  
THE KANSAS BLUE PRINT CO.  
117 NORTH MARKET ST. WICHITA, KANSAS  
PHOTOSTAT SERVICE-UP-TO-DATE OIL MAPSNOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.  
For acknowledgment by mark, use regular Kansas acknowledgment.STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)  
COUNTY OF \_\_\_\_\_Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_to me personally known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ 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 official seal the day and year last above written.

My commission expires \_\_\_\_\_  
Notary Public

300B  
00080 3601545956 9  
APR-22-70

**TATLOCK'S, INC.**  
Metallurgical Bldg., AM 6-1681  
Denver 2, Colorado

THIS AGREEMENT, Entered into this the 30th day of March, 19 70  
between Eunice M. Osmun, a widow  
2112 Willowwick St.  
Houston, Texas 77027

hereinafter called lessor,  
and T.S. Pace, 318 Patterson Bldg. Denver, Colorado 80202 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten 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 by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and 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 substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of \_\_\_\_\_

Weld State of Colorado and described as follows:  
Township 3 North, Range 66 West  
Section 28: NE 1/4

in Section XXX Township XXX Range XXX and containing 160 acres, more or less.

2. This lease shall remain in force for a term of Five years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty  $\frac{1}{4}$  of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty  $\frac{1}{4}$  of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty  $\frac{1}{4}$  of the proceeds from the sale of gas as such at the mouth of the well where gas is not sold or used, and where such gas is sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph 5 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph 3 hereof; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling 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 30th day of March, 19 71 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 City National Bank at Houston, Texas 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 sixty 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 assigned 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 sums 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 one entire 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 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 case 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 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 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 in writing which 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.

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.  
  
(SEAL) \_\_\_\_\_ Eunice M. Osmun (SEAL)  
(SEAL) \_\_\_\_\_ Eunice M. Osmun (SEAL)  
(SEAL) \_\_\_\_\_ (SEAL)  
(SEAL) \_\_\_\_\_ (SEAL)

312738 300

STATE OF Texas  
COUNTY OF Harris

1545956

ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

2-2

Before me, the undersigned, a Notary Public, within and for said county and state, on this 2nd  
day of April, 19 70, personally appeared  
and Eunice M. Osmun, a widow

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 6/1/71 Kathryn Williams  
Notary Public.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ 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 official seal the day and year last above written.

My commission expires \_\_\_\_\_  
Notary Public.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR CORPORATION  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_, before me, the undersigned, a Notary Public  
in and for the county and state aforesaid, personally appeared \_\_\_\_\_  
to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing  
instrument as its \_\_\_\_\_ President and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and  
voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires \_\_\_\_\_  
Notary Public.

No. 1545956

## OIL AND GAS LEASE

FROM

TO

Date \_\_\_\_\_, 19\_\_\_\_

Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_

No. of Acres \_\_\_\_\_ Term \_\_\_\_\_

County \_\_\_\_\_

STATE OF NEW YORK } ss.  
County of Columbia

This instrument was filed for record on the

day of APR 22, 1970.at 10 44 o'clock A. M., and duly recordedin Book 624 Page \_\_\_\_\_ of \_\_\_\_\_

the records of this office.

By Ann Spomer Registrar of Deeds.

When recorded, return to \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.  
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ 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 official seal the day and year last above written.

My commission expires \_\_\_\_\_  
Notary Public.