

THIS AGREEMENT, Entered into this the 18th day of July, 1989
between Central Bank Grand Junction, N.A. Successor Trustee under the Last Will and
Testament of Orville V. Mahaffey, deceased
P. O. Box 608, Grand Junction, CO 81502
and Barrett Energy Company, 1125 17th St., Suite 2100, Denver, CO 80202 hereinafter called lessor,
hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of TEN AND MORE 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 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 power 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 Garfield and Mesa
State of Colorado, and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Recorded at 10 o'clock P. M. SEP 05 1989

Reception No. 405307 MILDRED ALSDORF, RECORDER
GARFIELD COUNTY, COLORADO

1522622 08:49 AM 08/11/89
E. SAWYER, CLK&REC MESA COUNTY CO

and containing 487.65 acres, more or less.
2. It is agreed that this lease shall remain in full force for a term of seven (7) years from 9/19/89, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.
3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, 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 mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and 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 on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and, in that event, if a second well is not commenced on said land, while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof. * (See Exhibit "A")

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 19th day of September 1990, 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 Central Bank Grand Junction Bank at Grand Junction, CO 81502, 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

-----\$487.65----- 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 assignee thereof, mailed 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 rental 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. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, 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. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with the 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. 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 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 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 so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the 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 re-working or 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.

13. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization: provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

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

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

Witness:
April Rose
BY: April Rose
Assistant Trust Officer

Central Bank Grand Junction, N.A.
Successor Trustee Under the Last Will &
Testament of Orville V. Mahaffey, dec'd
Markley G. Metzger VP & TO
BY: Markley G. Metzger
Vice President and Trust Officer

STATE OF _____ }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____
day of _____, 19_____, personally appeared _____

and _____
_____, to me known to be the identical person _____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____ Notary Public.
Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____
day of _____, 19_____, personally appeared _____

and _____
_____, to me known to be the identical person _____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____ Notary Public.
Address: _____

STATE OF COLORADO }
COUNTY OF MESA } ss.

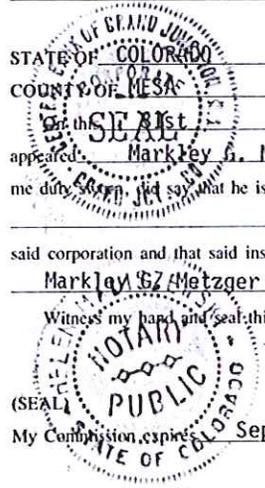
ACKNOWLEDGMENT (For use by Corporation)

On the _____ day of July, A.D. 19 89, before me personally
appeared Markley B. Metzger, to me personally known, who, being by
me duly sworn, that he is the V.P. & Trust Officer of Central Bank Grand Junction, N.A.

and that the seal affixed to said instrument is the corporate seal of
said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said
Markley B. Metzger acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 31st day of July, A.D. 19 89.
Eileen Maliszewski
Notary Public.
Address: 422 White, Grand Junction, CO 81501

My Commission expires September 23, 1990



FROM _____ TO _____
No. _____
Dated _____, 19_____,
No. Acres _____ County _____
Term _____
This instrument was filed for record on the _____ day of _____, 19_____, at _____ o'clock _____ M., and duly recorded in _____ volume _____ of the records of this office.
County Clerk _____
By _____ Deputy.
When recorded return to _____

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated July 18, 1989 from Central Bank Grand Junction, N.A., Successor Trustee Under the Last Will and Testament of Orville V. Mahaffey, deceased.

DESCRIPTION:

TOWNSHIP 6 SOUTH, RANGE 95 WEST, 6TH P.M.

Section 25: That part of Lot 1 lying South of the southerly boundary of the right of way of the Denver and Rio Grande Western Railroad Company and lying westerly of the westerly boundary of the Garfield County road as said right of way and county road pass over and across Lot 1.

That part of lots 2 and 3 and the S/2SW/4 lying South of the southerly boundary of the Denver and Rio Grande Western Railroad Company right of way passing over and across said Section 25.

Section 36: Lot 2,
That part of Lot 3 lying South of the southerly boundary of the Denver and Rio Grande Western Railroad Company right of way passing over and across Lot 3.

57 acres of Meander land lying South of the South line of Lots 2 and 3 and North of the center line of the Colorado River.

TOWNSHIP 7 SOUTH, RANGE 96 WEST, 6TH P.M.

Section 22: Lots 6, 7, 8, 10, 11, N/2SE/4

Section 27: NW/4NW/4

TOWNSHIP 8 SOUTH, RANGE 97 WEST, 6TH P.M.

Section 23: SW/4NE/4

The total of which contains 487.65 acres, more or less, including any meander lands, lands derived by accretion rights, or otherwise contiguous to the above described lands as the same may be owned or claimed by lessor, whether or not specifically described above.

ADDITIONAL PROVISIONS:

* (Paragraph 4, continued)

Provided, however, that in the event a gas well or wells is shut-in for a period greater than two (2) consecutive years beyond the primary term of this lease, lessee shall pay or tender as royalty, an amount equal to five (5) times the delay rental as provided in paragraph 5 hereof.

1. In Paragraph 3 and 4 of this lease the fraction "one-eighth (1/8)" shall be deleted and the fraction "one-sixth (1/6)" shall be substituted in its place in every instance.

SIGNED FOR IDENTIFICATION:

CENTRAL BANK GRAND JUNCTION, N.A.,
SUCCESSOR TRUSTEE UNDER THE LAST
WILL & TESTAMENT OF ORVILLE V.
MAHAFFEY, DECEASED

BY: Markley G. Metzger VP & TO
Markley G. Metzger
Vice President and Trust Officer