



956

## OIL AND GAS LEASE

Exh. 1

into the 1st day of January, 1997, by and between

Julius Pluss and Bruce Kauffman

Whose post office address is P. O. Box 22253, Denver, CO 80222 hereinafter called Lessor (whether one or more) and DJ Production Services whose post office address is P. O. Box 1204, Ft. Morgan, CO hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and no/100 ----- DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Weld State of Colorado described as follows, to-wit:

S/2 Section 25 - T2N - R63W

NE/4 Section 25 - T2N - R63W

2535956 B-1594 P-78 03/04/1997 12:49P PG 1 OF 3 REC DOC Weld County CO JA Suki Tsukamoto Clerk &amp; Recorder 16.00

RECORDER'S MEMORANDUM  
THIS DOCUMENT WAS FOUND  
TO BE INADEQUATE FOR  
SCANNING OR MICROFILMING  
PURPOSES.

and containing 480 acres, more or less. one year

1. It is agreed that this lease shall remain in force for a term of ten years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises. RI & Per Attached Addendum.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

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

4. If at any time during the term of this lease, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

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

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

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

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

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

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

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

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

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

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

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

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

Julius Pluss

Attest

Bruce Kauffman

Attest

See addendum attached to and made part of this lease.

Exh. 1-A

**ADDENDUM TO OIL AND GAS LEASE**

2535956 B-1594 P-78 03/04/1997 12:49P PG 2 OF 3

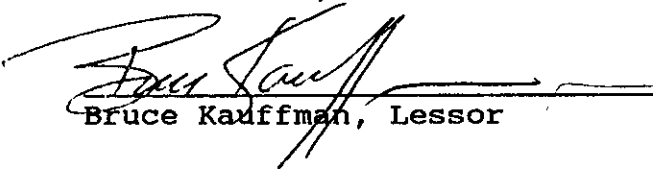
THIS ADDENDUM made and entered into this 8<sup>th</sup> day of February, 1997, amending the terms and provisions of a certain Oil and Gas Lease dated January 1, 1997, between Julius Pluss and Bruce Kauffman, as Lessors, and DJ Production Services, Inc., as Lessee.

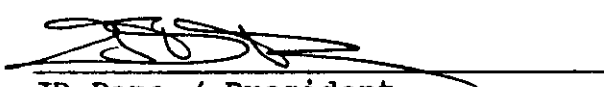
Notwithstanding the terms and provisions of the Oil and Gas Lease, Lessee covenants and agrees to the following terms and provisions.

1. Lessee agrees to pay a cash payment of \$4000.
2. To pay Lessor a 15% Royalty Interest on all oil and/or gas produced from said lands covered by the Oil and Gas Lease.
3. Lessee agrees to commence the drilling of a well and/or production of existing wells covered by the Oil and Gas Lease on or before one year from the date of the Addendum to the Oil and Gas Lease.

DATED the day and year first above written.

\_\_\_\_\_  
Julius Pluss, Lessor

  
\_\_\_\_\_  
Bruce Kauffman, Lessor

  
\_\_\_\_\_  
JD Pape / President  
DJ Production Services, Inc.  
Lessee

Exh. #175

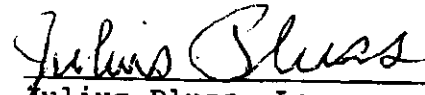
ADDENDUM TO OIL AND GAS LEASE

THIS ADDENDUM made and entered into this 8<sup>th</sup> day of February, 1997, amending the terms and provisions of a certain Oil and Gas Lease dated January 1, 1997, between Julius Pluss and Bruce Kauffman, as Lessors, and DJ Production Services, Inc., as Lessee.

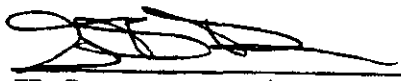
Notwithstanding the terms and provisions of the Oil and Gas Lease, Lessee covenants and agrees to the following terms and provisions.

1. Lessee agrees to pay a cash payment of \$4000.
2. To pay Lessor a 15% Royalty Interest on all oil and/or gas produced from said lands covered by the Oil and Gas Lease.
3. Lessee agrees to commence the drilling of a well and/or production of existing wells covered by the Oil and Gas Lease on or before one year from the date of the Addendum to the Oil and Gas Lease.

DATED the day and year first above written.

  
Julius Pluss, Lessor

\_\_\_\_\_  
Bruce Kauffman, Lessor

  
JD Pape / President  
DJ Production Services, Inc.  
Lessee



Exh. 2

176 440  
**ASSIGNMENT  
AND BILL OF SALE**

**THIS ASSIGNMENT AND BILL OF SALE** made and entered into this 18<sup>th</sup> day of June, 2001 by and between Bruce D. Reed and Bonnie L. Reed whose address is 1850 Southern Street, Brighton, CO 80601 hereinafter referred to as Assignors, and Reed Real Estate L. P. whose address is 1850 Southern Street, Brighton, CO 80601, hereinafter referred to as Assignee.

**WITNESSETH:**

**WHEREAS**, Assignor own an interest in and to the Oil and Gas Lease covering lands in Weld County, Colorado as set forth on Exhibit "A" attached hereto and made part hereof for all purposes, **INSOFAR AND ONLY INSOFAR** as said lease cover those lands more specifically described in said Exhibit "A".

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Assignors hereby assigns, transfers and conveys their entire Overriding Royalty Interest which is a 15% total Overriding Royalty Interest, of the right, title and interest in and to said lease as set out on the attached and incorporated Exhibit "A", together with the proportionate rights incident thereto, the personal property thereon, appurtenant thereto, or used or obtained in connection therewith unto the Assignee.

**THIS ASSIGNMENT AND BILL OF SALE**, and the interest assigned hereby, shall be subject to all of the terms, covenants and conditions contained in the leases assigned hereby:

**EXECUTED AND DELIVERED** the \_\_\_\_\_ day of \_\_\_\_\_, 2001, but effective as of September 6, 2000, without warranty of title, either expressed or implied, other than Assignor does warrant the Assignor owns the interests herein conveyed and that the interest assigned are not burdened by any liens or other encumbrances by reason of their ownership thereof.

**ASSIGNORS**

**ATTEST:**

**BRUCE D. REED**

Janel W. Sharp

Bruce D Reed

**ATTEST:**

**BONNIE L. REED**

Janel W. Sharp

Bonnie L Reed

**ASSIGNEE**

**ATTEST:**

**REED REAL ESTATE L. P.**

Janel W. Sharp

Bruce D Reed

**BY:**



2858176 06/18/2001 12:24P JA Suki Tsukamoto  
2 of 2 R 10.00 D 0.00 Weld County CO



2862440 07/02/2001 04:31P JA Suki Tsukamoto  
2 of 2 R 10.00 D 0.00 Weld County CO

**EXHIBIT "A"**

Attached to and made a part of that certain Assignment of Oil and Gas Lease effective September 6, 2000, between Bruce D. Reed and Bonnie L. Reed as Assignors and Reed Real Estate L.P. as Assignee.

TO HAVE AND TO HOLD said lease acreage unto the Assignees, their successors and assigns, subject to the terms and covenants and conditions hereinabove set forth.

**SARGENT FARMS A#1**

Township 2 North, Range 63 West  
Section 25: NW/SE  
Weld County, Colorado

**SARGENT FARMS A#2**

Township 2 North, Range 63 West  
Section 25: SE/SE  
Weld County, Colorado

**SARGENT FARMS B#2**

Township 2 North, Range 63 West  
Section 25: SE/NE  
Weld County, Colorado

**SARGENT FARMS D#1**

Township 2 North, Range 63 West  
Section 25: SE/SW  
Weld County, Colorado

438  
174  
**ASSIGNMENT  
AND BILL OF SALE**

THIS ASSIGNMENT AND BILL OF SALE made and entered into this 18<sup>th</sup> day of June, 2001 by and between The Citizens State Bank, a Colorado Corporation whose address is P. O. Box 229, Keenesburg, CO 80643 hereinafter referred to as Assignor, and Bruce D. Reed and Bonnie L. Reed whose address is 1850 Southern, Brighton, CO 80601, hereinafter referred to as Assignees.

**WITNESSETH:**

**WHEREAS**, Assignor own an interest in and to the Oil and Gas Lease covering lands in Weld County, Colorado as set forth on Exhibit "A" attached hereto and made part hereof for all purposes, **INSOFAR AND ONLY INSOFAR** as said lease cover those lands more specifically described in said Exhibit "A".

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Assignor hereby assigns, transfers and conveys his entire Overriding Royalty Interest which is a 7.5% total Overriding Royalty Interest, of the right, title and interest in and to said lease as set out on the attached and incorporated Exhibit "A", together with the proportionate rights incident thereto, the personal property thereon, appurtenant thereto, or used or obtained in connection therewith unto the Assignee.

**THIS ASSIGNMENT AND BILL OF SALE**, and the interest assigned hereby, shall be subject to all of the terms, covenants and conditions contained in the leases assigned hereby:

**EXECUTED AND DELIVERED** the \_\_\_\_ day of \_\_\_\_\_, 2001, but effective as of September 6, 2000, without warranty of title, either expressed or implied, other than Assignor does warrant the Assignor owns the interests herein conveyed and that the interest assigned are not burdened by any liens or other encumbrances by reason of their ownership thereof.

**ASSIGNOR**

ATTEST:

The Citizens State Bank

BY: [Signature]

**ASSIGNEES**

ATTEST:

[Signature]  
Janet D. Sharp

[Signature]  
Bruce D. Reed

ATTEST:

[Signature]  
Janet D. Sharp

[Signature]  
Bonnie L. Reed

**EXHIBIT "A"**

Attached to and made a part of that certain Assignment of Oil and Gas Lease effective September 6, 2000, between The Citizens State Bank as Assignor, and Bruce D. Reed and Bonnie L. Reed as Assignees.

TO HAVE AND TO HOLD said lease acreage unto the Assignees, their successors and assigns, subject to the terms and covenants and conditions hereinabove set forth.

**SARGENT FARMS A#1**

Township 2 North, Range 63 West  
Section 25: NW/SE  
Weld County, Colorado

**SARGENT FARMS A#2**

Township 2 North, Range 63 West  
Section 25: SE/SE  
Weld County, Colorado

**SARGENT FARMS B#2**

Township 2 North, Range 63 West  
Section 25: SE/NE  
Weld County, Colorado

**SARGENT FARMS D#1**

Township 2 North, Range 63 West  
Section 25: SE/SW  
Weld County, Colorado

Exh. 4

2858173 06/18/2001 12:24P JA Suki Tsukamoto  
1 of 2 R 10.00 D 0.00 Weld County CO

2862437 07/02/2001 04:31P JA Suki Tsukamoto  
1 of 2 R 10.00 D 0.00 Weld County CO

ASSIGNMENT  
AND BILL OF SALE

173 437

THIS ASSIGNMENT AND BILL OF SALE made and entered into this 18<sup>th</sup> day of June, 2001 by and between Julius A. Pluss whose address is P. O. Box 22253, Denver, CO 80222, hereinafter referred to as Assignor, and Bruce D. Reed and Bonnie L. Reed whose address is 1850 Southern, Brighton, CO 80601, hereinafter referred to as Assignees.

WITNESSETH:

WHEREAS, Assignor own an interest in and to the Oil and Gas Lease covering lands in Weld County, Colorado as set forth on Exhibit "A" attached hereto and made part hereof for all purposes, **INSOFAR AND ONLY INSOFAR** as said lease cover those lands more specifically described in said Exhibit "A".

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Assignor hereby assigns, transfers and conveys his entire Overriding Royalty Interest which is a 75% total Overriding Royalty Interest, of the right, title and interest in and to said lease as set out on the attached and incorporated Exhibit "A", together with the proportionate rights incident thereto, the personal property thereon, appurtenant thereto, or used or obtained in connection therewith unto the Assignee.

THIS ASSIGNMENT AND BILL OF SALE, and the interest assigned hereby, shall be subject to all of the terms, covenants and conditions contained in the leases assigned hereby:

EXECUTED AND DELIVERED the 21<sup>st</sup> day of May, 2001, but effective as of September 6, 2000, without warranty of title, either expressed or implied, other than Assignor does warrant the Assignor owns the interests herein conveyed and that the interest assigned are not burdened by any liens or other encumbrances by reason of their ownership thereof.

ASSIGNOR

ATTEST:

Levy Caslow Julius A. Pluss  
JULIUS A. PLUSS

ASSIGNEES

ATTEST:

Jane D. Sharp Bruce D. Reed  
Bruce D. Reed

ATTEST:

Jane D. Sharp Bonnie L. Reed  
Bonnie L. Reed



**EXHIBIT "A"**

Attached to and made a part of that certain Assignment of Oil and Gas Lease effective September 6, 2000, between Julius A. Pluss as Assignor, and Bruce D. Reed and Bonnie L. Reed as Assignees.

TO HAVE AND TO HOLD said lease acreage unto the Assignees, their successors and assigns, subject to the terms and covenants and conditions hereinabove set forth.

**SARGENT FARMS A#1**

Township 2 North, Range 63 West  
Section 25: NW/SE  
Weld County, Colorado

**SARGENT FARMS A#2**

Township 2 North, Range 63 West  
Section 25: SE/SE  
Weld County, Colorado

**SARGENT FARMS B#2**

Township 2 North, Range 63 West  
Section 25: SE/NE  
Weld County, Colorado

**SARGENT FARMS D#1**

Township 2 North, Range 63 West  
Section 25: SE/SW  
Weld County, Colorado



2858175 06/18/2001 12:24P JA Suki Tsukamoto  
1 of 2 R 10.00 D 0.00 Weld County CO

Exh. 5

**ASSIGNMENT  
AND BILL OF SALE**

175

**THIS ASSIGNMENT AND BILL OF SALE** made and entered into this 21<sup>st</sup> day of MAY, 2001 by and between Bruce E. Kauffman, whose address is P. O. Box 1743, Ogdensburg, NY 13669, hereinafter referred to as Assignor, and The Citizens State Bank, whose address is P. O. Box 299, Keenesburg, CO 80643, hereinafter referred to as Assignee.

**WITNESSETH:**

**WHEREAS**, Assignor own an interest in and to the Oil and Gas Lease covering lands in Weld County, Colorado as set forth on Exhibit "A" attached hereto and made part hereof for all purposes, **INSOFAR AND ONLY INSOFAR** as said lease cover those lands more specifically described in said Exhibit "A".

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Assignor hereby assigns, transfers and conveys his entire Overriding Royalty Interest which is a 75% total Overriding Royalty Interest, of the right, title and interest in and to said lease as set out on the attached and incorporated Exhibit "A", together with the proportionate rights incident thereto, the personal property thereon, appurtenant thereto, or used or obtained in connection therewith unto the Assignee.

**THIS ASSIGNMENT AND BILL OF SALE**, and the interest assigned hereby, shall be subject to all of the terms, covenants and conditions contained in the leases assigned hereby:

**EXECUTED AND DELIVERED** the 21<sup>st</sup> day of MAY, 2001, but effective as of September 27, 1999, without warranty of title, either expressed or implied, other than Assignor does warrant the Assignor owns the interests herein conveyed and that the interest assigned are not burdened by any liens or other encumbrances by reason of their ownership thereof.

**ASSIGNOR**

**ATTEST:**

Sarah L. Weimer

Bruce E. Kauffman  
Bruce E. Kauffman

**ASSIGNEE**

**ATTEST:**

[Signature]

**CITIZENS STATE BANK**

By: [Signature]

**EXHIBIT "A"**

Attached to and made a part of that certain Assignment of Oil & Gas Lease effective September 27, 1999, between Bruce E. Kauffman as Assignor and The Citizen State Bank as Assignee.

TO HAVE AND TO HOLD said lease acreage unto the Assignees, their successors and assigns, subject to the terms and covenants hereinabove set forth.

**SARGENT FARMS A#1**

Township 2 North, Range 63 West  
Section 25: NW/SE  
Weld County, Colorado

**SARGENT FARMS A#2**

Township 2 North, Range 63 West  
Section 25: SE/SE  
Weld County, Colorado

**SARGENT FARMS B#2**

Township 2 North, Range 63 West  
Section 25: SE/NE  
Weld County, Colorado

**SARGENT FARMS D#1**

Township 2 North, Range 63 West  
Section 25: SE/SW  
Weld County, Colorado

Billing Inquiries: (800) 972-2437  
FAX: (800) 941-7493

Invoice No. 00028924

Date 12/11/01

P.O. #

REED REAL ESTATE LP

BRUCE D. REED  
1850 SOUTHERN ST  
BRIGHTON, CO 80601

Account #: 00003477

THE DAILY JOURNAL

| DATE     | CAPTION  | AD TYPE           | TOTAL |
|----------|--|-------------------|-------|
| 12/11/01 | OIL & GAS COMM NOTICE OF<br>HEARING CAUSE #1 DOCKET #0201-GA-01 PUB 12/11/01<br>#553 (2) | Legal Advertising | 80.37 |

PD  
12/24/01

|                    |       |
|--------------------|-------|
| TOTAL CHARGES:     | 80.37 |
| AGENCY COMMISSION: | 0.00  |
| LESS CREDITS:      | 0.00  |
| AMOUNT DUE:        | 80.37 |

(Keep top portion for your records)

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

**OFFICIAL USE**

|   |         |               |
|---|---------|---------------|
| Postage   | \$ 0.34 | UNIT ID: 0379 |
| Certified Fee                                     | 2.10    |               |
| Return Receipt Fee<br>(Endorsement Required)      | 1.50    |               |
| Restricted Delivery Fee<br>(Endorsement Required) |         |               |
| Total Postage & Fees                              | \$ 3.94 | 10/23/01      |

Sent To **JAY PAPE**  
Street, Apt. No., or PO Box No. **PO BOX 1204**  
City, State, ZIP+ 4 **80701**

PS Form 3800, January 2001 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PAPE  
PO BOX 1204  
80701

2. Article Number

(Transfer from service label)

7001 1140 0001 9910 2839

PS Form 3811, August 2001

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

\***Pandora Richmeier**

B. Received by (Printed Name)

**Pandora Richmeier**

C. Date

D. Is delivery address different from item 1? If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Mail
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

Exh. b

Page: 1

Report Date 12/11/01 ...

Report totals: Paid

A.777

134,686.46

134,686.46

$$\begin{array}{r} 0.4120 \\ \times 1.1 \\ \hline \end{array}$$

**Colorado**  
**Oil & Gas Conservation Commission**

**COGIS - Monthly Well Production**
**PRODUCTION DATA REPORT -- GIS**

|                |                             |             |                |
|----------------|-----------------------------|-------------|----------------|
| API #:         | 05-123-05046                | Location:   | NWSE 25 2N 63W |
| Field:         | ROGGEN                      | Field Code: | 74310          |
| Facility Name: | SARGENT FARMS "A"           | Facility #: | 1-A            |
| Operator Name: | D J PRODUCTION SERVICES INC | Operator #: | 22400          |

**PRODUCTION YEAR: 2000**

|       |           |           |             |           |                  | OIL   |          |      |           |      |         | Water Prod       | Water (psig) |
|-------|-----------|-----------|-------------|-----------|------------------|-------|----------|------|-----------|------|---------|------------------|--------------|
|       |           |           |             |           |                  | BOM   | Produced | Sold | Adj.      | EOM  | Gravity |                  | Tbg. Csg.    |
| Month | Formation | Sidetrack | Well Status | Days Prod | Product          | GAS   |          |      |           |      |         | Water Disp. Code | Gas (psig)   |
|       |           |           |             |           |                  | Prod  | Flared   | Used | Shrinkage | Sold | BTU     |                  | Tbg. Csg.    |
| Jan   | J SAND    | 00        | PR          | 31        | Oil -><br>Gas -> |       |          |      |           |      |         |                  |              |
| Feb   | J SAND    | 00        | SI          |           | Oil -><br>Gas -> |       |          |      |           |      |         |                  |              |
| Mar   | J SAND    | 00        | SI          |           | Oil -><br>Gas -> |       |          |      |           |      |         |                  |              |
| Apr   | J SAND    | 00        | SI          |           | Oil -><br>Gas -> |       |          |      |           |      |         |                  |              |
| May   | J SAND    | 00        | SI          |           | Oil -><br>Gas -> |       |          |      |           |      |         |                  |              |
| Jun   | J SAND    | 00        | PR          | 30        | Oil -><br>Gas -> | 100   |          | 19   | 30        | 51   | 1,415   |                  |              |
| Jul   | J SAND    | 00        | PR          | 31        | Oil -><br>Gas -> | 300   |          | 53   | 91        | 156  | 1,415   |                  |              |
| Aug   | J SAND    | 00        | PR          | 31        | Oil -><br>Gas -> | 1,230 |          | 105  | 423       | 702  | 1,415   |                  |              |
| Sep   | J SAND    | 00        | SI          |           | Oil -><br>Gas -> |       |          |      |           |      |         |                  |              |
| Oct   | J SAND    | 00        | SI          |           | Oil -><br>Gas -> |       |          |      |           |      |         |                  |              |
| Nov   | J SAND    | 00        | SI          |           | Oil -><br>Gas -> |       |          |      |           |      |         |                  |              |
| Dec   | J SAND    | 00        | PR          | 31        | Oil -><br>Gas -> | 456   |          | 65   | 137       | 254  | 1,432   |                  |              |

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**Colorado**  
**Oil & Gas Conservation Commission**

**COGIS - Monthly Well Production**
**PRODUCTION DATA REPORT - GIS**

|                |                             |             |                |
|----------------|-----------------------------|-------------|----------------|
| API #:         | 05-123-08263                | Location:   | SENE 25 2N 63W |
| Field:         | ROGGEN                      | Field Code: | 74310          |
| Facility Name: | SARGENT FARMS "B"           | Facility #: | 2-B            |
| Operator Name: | D J PRODUCTION SERVICES INC | Operator #: | 22400          |

**PRODUCTION YEAR: 2000**

|       |           |           |             |           |                  | OIL  |          |      |           |      |         | Water Prod       | Water (psig) |
|-------|-----------|-----------|-------------|-----------|------------------|------|----------|------|-----------|------|---------|------------------|--------------|
|       |           |           |             |           |                  | BOM  | Produced | Sold | Adj.      | EOM  | Gravity |                  | Tbg. Csg.    |
| Month | Formation | Sidetrack | Well Status | Days Prod | Product          | GAS  |          |      |           |      |         | Water Disp. Code | Gas (psig)   |
|       |           |           |             |           |                  | Prod | Flared   | Used | Shrinkage | Sold | BTU     |                  | Tbg. Csg.    |
| Jan   | J SAND    | 00        | SI          |           | Oil -><br>Gas -> |      |          |      |           |      |         |                  |              |
| Feb   | J SAND    | 00        | SI          |           | Oil -><br>Gas -> |      |          |      |           |      |         |                  |              |
| Mar   | J SAND    | 00        | PR          | 31        | Oil -><br>Gas -> | 50   |          | 4    | 19        | 27   | 1,415   |                  |              |
| Apr   | J SAND    | 00        | SI          |           | Oil -><br>Gas -> |      |          |      |           |      |         |                  |              |
| May   | J SAND    | 00        | PR          | 31        | Oil -><br>Gas -> | 22   |          | 4    | 6         | 12   | 1,415   |                  |              |
| Jun   | J SAND    | 00        | PR          | 30        | Oil -><br>Gas -> | 18   |          | 5    | 6         | 7    | 1,415   |                  |              |
| Jul   | J SAND    | 00        | PR          | 31        | Oil -><br>Gas -> | 47   |          | 2    | 4         | 41   | 1,415   |                  |              |
| Aug   | J SAND    | 00        | PR          | 31        | Oil -><br>Gas -> | 404  |          | 33   | 133       | 238  | 1,415   |                  |              |
| Sep   | J SAND    | 00        | PR          | 30        | Oil -><br>Gas -> | 120  |          | 15   | 43        | 62   | 1,415   |                  |              |
| Oct   | J SAND    | 00        | PR          | 31        | Oil -><br>Gas -> | 107  |          | 12   | 35        | 60   | 1,432   |                  |              |
| Nov   | J SAND    | 00        | SI          |           | Oil -><br>Gas -> |      |          |      |           |      |         |                  |              |
| Dec   | J SAND    | 00        | SI          |           | Oil -><br>Gas -> |      |          |      |           |      |         |                  |              |

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**Colorado**  
**Oil & Gas Conservation Commission**

**COGIS - Monthly Well Production**
**PRODUCTION DATA REPORT - GIS**

|                |                             |             |                |
|----------------|-----------------------------|-------------|----------------|
| API #:         | 05-123-08261                | Location:   | SESE 25 2N 63W |
| Field:         | ROGGEN                      | Field Code: | 74310          |
| Facility Name: | SARGENT FARMS "A"           | Facility #: | 2-A            |
| Operator Name: | D J PRODUCTION SERVICES INC | Operator #: | 22400          |

**PRODUCTION YEAR: 2000**

|       |           |            |             |           |                  | OIL         |          |           |           |             |               | Water Prod       | Water (psig) |
|-------|-----------|------------|-------------|-----------|------------------|-------------|----------|-----------|-----------|-------------|---------------|------------------|--------------|
|       |           |            |             |           |                  | BOM         | Produced | Sold      | Adj.      | EOM         | Gravity       |                  | Tbg. Csg.    |
| Month | Formation | Slidetrack | Well Status | Days Prod | Product          | GAS         |          |           |           |             |               | Water Disp. Code | Gas (psig)   |
|       |           |            |             |           |                  | Prod        | Flared   | Used      | Shrinkage | Sold        | BTU           |                  | Tbg. Csg.    |
| Jan   | J SAND    | 00         | PR          | 31        | Oil -><br>Gas -> | 132<br>94   |          | 13        |           | 34<br>47    | 1,369         |                  |              |
| Feb   | J SAND    | 00         | PR          | 29        | Oil -><br>Gas -> | 132<br>86   | 4        | 7         |           | 33<br>46    | 1,415         |                  |              |
| Mar   | J SAND    | 00         | PR          | 31        | Oil -><br>Gas -> | 136<br>71   | 8        | 7         |           | 27<br>37    | 1,415         |                  |              |
| Apr   | J SAND    | 00         | PR          | 30        | Oil -><br>Gas -> | 144<br>84   | 6        | 11        |           | 31<br>42    | 1,415         |                  |              |
| May   | J SAND    | 00         | PR          | 31        | Oil -><br>Gas -> | 150<br>80   | 6        | 12        |           | 25<br>43    | 1,415         |                  |              |
| Jun   | J SAND    | 00         | PR          | 30        | Oil -><br>Gas -> | 156<br>80   | 10       |           |           | 166         |               |                  |              |
| Jul   | J SAND    | 00         | PR          | 31        | Oil -><br>Gas -> | 166<br>72   | 4        | 98        |           | 72<br>42.8  |               |                  |              |
| Aug   | J SAND    | 00         | PR          | 31        | Oil -><br>Gas -> | 72<br>45    | 93       |           |           | 24<br>42.3  |               |                  |              |
| Sep   | J SAND    | 00         | PR          | 30        | Oil -><br>Gas -> | 24<br>1,019 | 20       | 105       |           | 44<br>608   | 1,415         |                  |              |
| Oct   | J SAND    | 00         | PR          | 31        | Oil -><br>Gas -> | 44<br>1,150 | 22       | 126       |           | 66<br>659   | 1,432         |                  |              |
| Nov   | J SAND    | 00         | PR          | 30        | Oil -><br>Gas -> | 66<br>1,300 | 19       | 112       |           | 85<br>1,094 | 1,432         |                  |              |
| Dec   | J SAND    | 00         | PR          | 31        | Oil -><br>Gas -> | 85<br>1,895 | 21       | 78<br>265 |           | 28<br>555   | 45.7<br>1,075 | 1,432            |              |

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# Colorado Oil & Gas Conservation Commission



## COGIS - Monthly Well Production

### PRODUCTION DATA REPORT - GIS

|                |                             |             |                |
|----------------|-----------------------------|-------------|----------------|
| API #:         | 05-123-08282                | Location:   | SESW 26 2N 63W |
| Field:         | ROGGEN                      | Field Code: | 74310          |
| Facility Name: | SARGENT FARMS "A"           | Facility #: | 1-D            |
| Operator Name: | D J PRODUCTION SERVICES INC | Operator #: | 22400          |

### PRODUCTION YEAR: 2000

|       |           |           |             |           |                  | OIL          |          |            |           |            |               | Water Prod       | Water (psig) |
|-------|-----------|-----------|-------------|-----------|------------------|--------------|----------|------------|-----------|------------|---------------|------------------|--------------|
|       |           |           |             |           |                  | BOM          | Produced | Sold       | Adj.      | EOM        | Gravity       |                  | Tbg. Csg.    |
| Month | Formation | Sidetrack | Well Status | Days Prod | Product          | GAS          |          |            |           |            |               | Water Disp. Code | Gas (psig)   |
|       |           |           |             |           |                  | Prod         | Flared   | Used       | Shrinkage | Sold       | BTU           |                  | Tbg. Csg.    |
| Jan   | J SAND    | 00        | PR          | 31        | Oil -><br>Gas -> | 74<br>110    |          | 14         |           | 40<br>56   | 1,369         |                  |              |
| Feb   | J SAND    | 00        | PR          | 29        | Oil -><br>Gas -> | 74<br>100    |          | 4<br>7     |           | 78<br>39   | 1,415         |                  |              |
| Mar   | J SAND    | 00        | PR          | 31        | Oil -><br>Gas -> | 78<br>75     |          | 6<br>8     |           | 84<br>39   | 1,415         |                  |              |
| Apr   | J SAND    | 00        | PR          | 30        | Oil -><br>Gas -> | 84<br>100    |          | 6<br>14    |           | 90<br>49   | 1,415         |                  |              |
| May   | J SAND    | 00        | PR          | 31        | Oil -><br>Gas -> | 90<br>90     |          |            |           | 90<br>49   | 1,415         |                  |              |
| Jun   | J SAND    | 00        | PR          | 30        | Oil -><br>Gas -> | 100<br>70    | 14       |            |           | 114<br>36  | 1,415         |                  |              |
| Jul   | J SAND    | 00        | PR          | 31        | Oil -><br>Gas -> | 114<br>400   | 7        | 85<br>68   |           | 36<br>220  | 42.8<br>1,415 |                  |              |
| Aug   | J SAND    | 00        | PR          | 31        | Oil -><br>Gas -> | 36<br>1,622  | 65       | 88<br>139  |           | 13<br>926  | 42.3<br>1,415 |                  |              |
| Sep   | J SAND    | 00        | PR          | 30        | Oil -><br>Gas -> | 13<br>1,205  | 34       |            |           | 47<br>718  | 1,415         |                  |              |
| Oct   | J SAND    | 00        | PR          | 31        | Oil -><br>Gas -> | 47<br>1,005  | 36       |            |           | 83<br>581  | 1,432         |                  |              |
| Nov   | J SAND    | 00        | PR          | 30        | Oil -><br>Gas -> | 83<br>1,038  | 30       |            |           | 113<br>720 | 1,432         |                  |              |
| Dec   | J SAND    | 00        | PR          | 31        | Oil -><br>Gas -> | 113<br>1,195 | 34       | 100<br>170 |           | 47<br>669  | 45.7<br>1,432 |                  |              |

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# Colorado Oil & Gas Conservation Commission



## COGIS - Company Detail

### COMPANY DETAIL REPORT - Employee List

D J PRODUCTION SERVICES INC - #22400  
1025 BURLINGTON AVE  
FORT MORGAN, CO 80701  
PHONE (970) 867-7139 FAX (970) 867-9510

### APPROVED OPERATION(S) - 4 record(s) returned.

| Operation Type      | Start Date |
|---------------------|------------|
| INJECTION WELL OPER | 2/25/1999  |
| LEVY PAYOR          | 2/25/1999  |
| OPERATOR            | 2/25/1999  |
| PRODUCER            | 2/25/1999  |

### SURETY INFORMATION - 1 record(s) returned.

| Surety ID | Status | Bond Type | Amount      | Coverage | Received | Inst.#    |
|-----------|--------|-----------|-------------|----------|----------|-----------|
| 1995-0061 | ACTIVE | PLUGGING  | \$30,000.00 | BLANKET  | 3/7/1995 | NO NUMBER |

mailed certified  
copy to this  
address \_\_\_\_\_ date

fax copy 2/5/02  
date B

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) *B.J. Guite!* B. Date of Delivery

C. Signature *B.J. Guite!* X Agent ☒ Addressee ☐

D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, give delivery address below:

3. Return Receipt for Merchandise ☐ Express Mail ☐ Registered Mail ☐ Insured Mail ☐ C.O.D. ☐ Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

102595-00-M-0952

**SENDER: COMPLETE THIS SECTION**

1. Article Addressed to:  
*Jay Pape  
DJ Production Svc, Inc  
PO Box 1204  
Ft. Morgan, CO 80701*

2. Article Number (Copy from service label)  
*1099 3400 0015 1439 4054*

PS Form 3811, July 1999

Fort Morgan  
970-867-7111  
post office  
unclaimed  
1st 1.17.02  
2nd 2.1.02  
sent 2.11.02

### U.S. Postal Service

### CERTIFIED MAIL

(Domestic Mail Only; No Insurance Coverage Provided)

mailed 1/16/02

Postage \$

Certified Fee

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees \$

Postmark Here

Recipient's Name (Please Print Clearly) (to be completed by mailer)  
*Jay Pape / DJ Production Svc, Inc*

Street, Apt. No., or PO Box No.  
*PO Box 1204*

City, State, ZIP+4  
*Ft. Morgan, CO 80701*

PS Form 3800, February 2000 See Reverse for Instructions