

**OIL & GAS LEASE**

Lease No.

THIS OIL AND GAS LEASE "Lease" is made and entered into this 19th day of June, 2018 by and between **Michael Patrick Farnen Revocable Trust, represented herein by Michael Patrick Farnen, Trustee** whose mailing address is 909 S. Jefferson, Mexico, MO 65265 hereinafter called Lessor (whether one or more), and **DPOC, LLC, a Delaware Limited Liability Company** whose mailing address is 1400 16th St, Suite 300, Denver, CO 80202, hereinafter called Lessee:

WITNESSETH, that for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid by Lessee, the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter contained, Lessor and Lessee agree as follows:

**1. LEASING CLAUSE.** Lessor does hereby grant, demise, lease and let unto the said Lessee, exclusively, its successors and assigns, the following described land for the purpose of prospecting, investigating, drilling, injecting, mining, operating for, exploring for by geological, geophysical and other exploratory methods, including core drilling, producing, saving and marketing of oil, gas, liquid hydrocarbons, and their constituent parts, including, but not as a limitation, gas condensate, gas distillate, casinghead gas, casinghead gasoline, coal bed methane gas, gob gas and all other gases whether similar or dissimilar, produced in a gaseous state, as well as other minerals and substances produced in connection with oil and gas operations hereunder, or as a by-product of oil and gas (collectively and/or individually hereinafter referred to as "Leased Substances"), and the exclusive right to drill, maintain, operate, cease to operate, plug, abandon, and remove wells, material and equipment, the right to complete, stimulate, fracture and inject gas, air, waters, brine and other fluids and substances into the subsurface strata, along with the right to convert any well into an approved disposal well, together with all rights of way, easements and use of the surface as is necessary or convenient for such operations and for the use or installation of pipe lines, flow lines, and other underground lines to gather, remove or otherwise transport the Leased Substances, electric power, telephone and other communication lines, building tanks, power houses, stations, ponds, roadways and other fixtures or structures for producing, treating, storing and caring for such products, the right to use oil, gas, and non-domestic water sources, free of cost, and any and all other rights and privileges necessary, incident to or convenient in the economical or efficient operation of said land, or lands pooled therewith or adjacent thereto, together with any reversionary rights therein or rights hereafter vested in Lessor; said tract of land being situated in the County of Weld, State of Colorado described as follows, to-wit:

**Township 09 North, Range 58 West of the 6th P.M.**

**Section 24: The West Half of the Southwest Quarter (W/2 SW/4)**

**Section 25: The West Half of the Northwest Quarter (W/2 NW/4)**

and containing ~~160.000000~~ acres, more or less (said lands are hereinafter referred to as "Leased Premises"). In addition to the lands described above and as part of the Leased Premises, Lessor hereby grants, leases and lets exclusively unto Lessee, to the same extent as if specifically described, lands which are owned or claimed by Lessor by one of the following reasons: (1) all lands and rights acquired or retained by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located. Lessor shall execute any supplemental or correctional instrument or further documents necessary to fulfill the purpose of this Lease as requested by Lessee including, without limitation, more complete or accurate descriptions of said land.

**2. LEASE TERM.** This Lease shall remain in full force and effect, subject to the provisions herein contained, for a term of Three (3) Years from June 19th, 2018 (hereafter called "Primary Term") and as long thereafter as any Leased Substances are being produced in paying quantities from the Leased Premises or lands pooled, unitized or communitized with all or a portion of the Leased Premises or this Lease is otherwise maintained in effect.

**3. CONTINUOUS OPERATIONS.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the Leased Premises or lands pooled, unitized, or communitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of this Lease or the action of any governmental authority, then in the event this Lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further Operations, as defined below, for reworking an existing well, drilling an additional well or otherwise obtaining or restoring production on the Leased Premises or lands pooled, unitized, or communitized therewith within 180 days after completion of Operations on such dry hole or within 180 days after such cessation of all production. If on or after the expiration of its Primary Term this Lease is not otherwise being maintained in force, but Lessee is either: (a) then engaged in Operations; or (b) has been engaged in Operations within 180 days prior to such date, then this Lease shall remain in force so long as any one or more Operations are prosecuted with no interruption of more than 180 consecutive days; provided, however, the interruption between the date a drilling rig capable of drilling to the objective depth is moved off location and the commencement of Completion Activities, as defined below, may be up to 360 days. If any such Operations or Completion Activities result in the production of Leased Substances, this Lease will remain in force for as long thereafter as there is production in paying quantities from the Leased Premises or lands pooled, unitized, or communitized therewith. The term "Operations" means any activity conducted on or off the Leased Premises that is reasonably calculated to obtain or restore production, including, without limitation, (i) drilling or any act preparatory to drilling (such as obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) Completion Activities; (iv) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the Leased Premises; (v) contracting for marketing services and sale of oil, gas, and associated substances; and (vi) construction of water disposal facilities and the physical movement of water produced from the Leased Premises. The term "Completion Activities" means activities or operations, commenced after a drilling rig is moved off location, that are intended to complete a well as a producer of Leased Substances including, but not limited to, obtaining casing, the setting of production casing, perforating, well stimulation, hydraulic fracturing, or production testing conducted in such operations. The term Completion Activities also includes all activities related to multi-stage completions of a well.

**4. OPTION TO EXTEND PRIMARY TERM.** In the absence of any other condition which may extend this Lease beyond its Primary Term, Lessor hereby grants to Lessee, its successors or assigns, the right and option to extend the Primary Term of this Lease, as to part or all of the Leased Premises covered hereby, for one additional term of Two (2) Years from the expiration of the Primary Term of this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the Primary Term of this Lease, Lessee pays or tenders to Lessor or to Lessor's credit an amount equal to ~~100.00%~~ of the original amount paid per net mineral acre for the lands associated with this lease, then multiplied by the number of net mineral acres owned by Lessor or assigns at the time such option to extend is exercised. Should Lessee, its successors or assigns, exercise its option to extend the Primary Term of this Lease, then this Lease and all its provisions shall remain in full force and effect as to the lands to which the extended lease applies.

**5. PAYMENTS TO LESSOR.** In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

- A. **PAID-UP LEASE:** This Lease is a paid-up lease, and Lessee has no obligation to make annual rental payments to Lessor over and above the consideration stated above and the production royalty payments described below.
  - B. **OIL ROYALTY:** For all oil and other liquid hydrocarbons that are physically produced and saved from the Leased Premises, or lands pooled, unitized or communitized therewith, and if Lessor provides at least 60 days advance written notice to Lessee that Lessor wishes to take its royalty share of such oil and other liquid hydrocarbons in-kind, which election may not be exercised more than once per calendar year, Lessor shall receive **18.75%** (such percentage is the "Royalty Percentage") of such production, to be delivered to Lessor at the pipeline connection or storage tanks installed by Lessor. If Lessor does not provide Lessee with written notice of its election to take its Royalty Percentage of such oil and other liquid hydrocarbons in-kind (or otherwise does not, or is unable to, take its Royalty Percentage of such oil and other liquid hydrocarbons in kind), then Lessor expressly authorizes Lessee to either (1) sell the Royalty Percentage of such oil and other liquid hydrocarbons to a third party or (2) purchase the Royalty Percentage of such oil and other liquid hydrocarbons in the field based on the comparable sales method whereby the purchase price is equal to the weighted average sales price in the field of all Lessee's oil and other liquid hydrocarbons produced from the field of similar grade and gravity. Lessor shall receive its (i) Royalty Percentage of the sales proceeds actually received by Lessee as to clause (1), or (ii) sales proceeds from Lessee's purchase as to clause (2), less, in the case of clauses (i) or (ii), Lessor's Royalty Percentage of all Post-Production Costs (defined below), and Lessor's Royalty Percentage of all production, severance, conservation, ad valorem, excise, or other taxes. Lessor acknowledges that there is a both an intrastate and interstate market in the field for oil and other liquid hydrocarbons.
  - C. **GAS ROYALTY.** For all Leased Substances other than oil and other liquid hydrocarbons that are physically produced and saved from the Leased Premises, or lands pooled, unitized or communitized therewith, and sold, Lessor shall receive **18.75%** (such percentage is the "Royalty Percentage") of the sales proceeds actually received by Lessee or, if applicable, its affiliate, as a result of the first sale of the affected production, less the Royalty Percentage of all Post-Production Costs and the Royalty Percentage of all production, severance, conservation, ad valorem, excise, or other taxes. The term "Post-Production Costs" means all costs incurred by Lessee or its affiliates from and after the wellhead (whether netted or separately billed) including, without limitation, all costs of gathering, marketing, compression, dehydration, transportation (including transportation from one recognized market to another, if any), removal of liquid or gaseous substances or impurities from the affected production, and any other treatment or processing required by the first party who purchases the affected production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream of the point of sale. Lessor shall not be entitled to any royalty on any Leased Substances used by Lessee on or off the Leased Premises or for that portion of the Leased Substances used as fuel or lost due to shrinkage, flaring, venting, line loss or otherwise. Lessee or its affiliates have the right to construct, maintain, and operate any facilities providing some or all of the services identified as Post-Production Costs. If this occurs, the actual costs of such facilities shall be included in the Post-Production Costs as a per barrel or per mcf charge, as appropriate, calculated by spreading the construction, maintenance and operating costs for such facilities over the reasonably-estimated total production volumes attributable to the well or wells using such facilities.
  - D. **SHUT-IN ROYALTY:** If at any time, either before or after the expiration of the Primary Term of this Lease, or any extension thereof, there is a well determined by Lessee to be capable of producing Leased Substances on the Leased Premises, or on other lands pooled, unitized or combined therewith, but the well is shut-in for any reason, whether before or after production therefrom, and this Lease is not being maintained otherwise as provided in Paragraph 2 herein, this Lease shall not expire and shall remain in full force and effect (unless released by Lessee) and it shall nevertheless be considered that Leased Substances are being produced from the Leased Premises during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the Leased Substances capable of being produced from such shut-in well, but shall be under no obligation to market the Leased Substances under terms, conditions or circumstances which, in Lessee's sole judgment, exercised in good faith, are unsatisfactory. When this Lease is continued in force in this manner, Lessee shall pay or tender to Lessor an amount equal to Five Dollars per net mineral acre per year until production is marketed and sold off the Leased Premises, or from lands pooled, unitized or combined therewith, or until such well is plugged and abandoned. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of 90 days from the date the well was shut-in, unless prior to such date Leased Substances from the well is sold or used or this Lease is otherwise maintained as provided in Paragraph 2 herein. The term "shut-in royalty payment date" means the anniversary date of this Lease. In the absence of production and notwithstanding the provisions of this provision, shut-in royalty payments shall not serve to extend this Lease more than three consecutive years from the date the well was shut-in. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render Lessee liable for the amount due but it shall not operate to terminate this Lease.
  - E. **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands within the Leased Premises, at the completion of activities on the Leased Premises. Furthermore, Lessee shall repair or replace any damaged improvements and pay for the loss of growing crops and/or marketable timber, which are caused by or in any manner arising directly from Lessee's Operations, or the Operations of contractors, subcontractors, or others at Lessee's direction or with its consent on the Leased Premises.
- 6. MANNER OF PAYMENT.** Lessee shall make or tender all payments hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment that is tendered by postal service or any comparable courier (e.g., Federal Express) is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) by the next business day is considered timely for all relative purposes herein.

**7. CHANGE IN OWNERSHIP.** The interest of either Lessor or Lessee hereunder may be assigned, devised, or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successor and assigns. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no change in the ownership of the Leased Premises, or any portion thereof, or the right to receive royalties or other payments hereunder, or any interest therein, however accomplished, shall be binding on Lessee until 60 days after Lessee has been furnished with written notice thereof, together with the original or duly authenticated copies of the documents establishing change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each. No change in Lessor's ownership shall have the effect of diminishing the rights or enlarging the obligations of Lessee hereunder.

**8. TITLE.** Lessor hereby warrants generally and shall defend title to the Leased Premises and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, any payments, including without limitation, royalty payments or shut-in royalty payments for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises. To the extent any royalty or other payment attributable to the mineral estate covered by this Lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

**9. DISCHARGE OF LIENS.** Lessee may, at its option, pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any or all of the Leased Premises; and Lessee shall be entitled to recover from the debtor, with reasonable legal costs, by deduction from any future payments to Lessor or by any other lawful means.

**10. CHARACTERIZATION OF AGREEMENT.** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor acknowledges that the payment terms, as set forth herein, and any bonus payments paid to Lessor, constitute full consideration for this Lease, and Lessor will not seek to undermine or nullify the terms of this Lease based upon any provision agreed to herein. Lessor further acknowledges that such payment terms and bonus payments are final, and Lessor will not seek to amend or modify the lease payments, seek additional consideration or register any complaint based upon any differing terms which Lessee has or will negotiate with any other lessor and/or oil and gas owner.

**11. POOLING.** Lessee, at its option is hereby granted the right, but not the obligation, from time to time as a recurring right, whether before or after the commencement of Operations, to pool, unitize, communitize or combine all or any portion of the Leased Premises and the mineral estate, as to any one or more of the formations thereunder, with other lands, whether contiguous or not contiguous, leased or unleased, whether owned or controlled by Lessee or others, when in Lessee's sole judgment it is necessary or advisable to do so in order to promote conservation, orderly development and prevent waste of the Leased Substances. Any pooling hereunder may cover all oil and gas, or any one or more of the Leased Substances and may cover one or more or all zones or formations underlying all or any portion or portions of the Leased Premises. The forming or reforming of any unit may be accomplished by Lessee executing and filing of record a declaration of such pooling, 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 have theretofore been commenced. Operations associated with a unit, or a well shut in for any reason anywhere on a unit which includes all or part of this Lease, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such Operations were conducted upon the Leased Premises whether or not such well is located upon, or such Operations are conducted upon said lands. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled royalties only on the portion of production allocated to this Lease. Such allocation shall be that proportion of the unit production that the total number of net acres covered by this Lease and included in the unit bears to the total gross acreage in such unit, but only to the extent such proportion of unit production is sold by Lessee; for such purposes, Lessee may, at its option, definitively rely on the acreage calculations of the local property tax assessment authorities. In addition to the foregoing, Lessee shall have the right to pool, unitize or combine all or any part of the Leased Premises 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. Lessee shall also have the right, but not the obligation, from time to time, while this Lease is in force, to modify or terminate any prior declaration of pooling by either increasing or decreasing the size of the pooled unit, provided, however, that this right may be exercised only to the extent that such modification or termination will result in pooled units of a size equal to any spacing pattern established by governmental regulation or order for the lands involved. Lessee may also, but is not obligated to, terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no Operations are being conducted thereon. If the Leased Premises 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. Lessee shall not be required to obtain Lessor's consent to any unit, cooperative or unit plan of development or operation adopted by Lessee, whether approved by any governmental agency or formed by contract right.

**12. DEFAULT LIMITATION OF FORFEITURE.** No litigation, civil action or proceeding shall be initiated by Lessor for damages, termination, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 60 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to substantially remedy the breach or default within such period. In the event any matter is litigated and there is a final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or cancelled in whole or in part unless and until Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to substantially do so. This Lease shall remain in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of any dispute.

**13. LEASE DEVELOPMENT.** There is no covenant to drill, prevent drainage, further develop or market production from the Leased Premises within a certain time frame, and there shall be no termination, forfeiture or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

**14. FORCE MAJEURE.** All express provisions or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When Operations, or Lessee's fulfillment of its obligations hereunder, are prevented, interrupted or delayed, whether before or after the expiration of the Primary Term, by such laws, rules, regulations or orders, including without limitation, municipal, county, state, federal or tribal regulations, rules, mandates or orders which, directly or indirectly, suspend, prohibit or delay Operations in connection with hydraulic fracturing or activities thereto, or by inability to obtain necessary permits, drilling rigs, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, inability to obtain an operations rig, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof, anything in this Lease notwithstanding. Lessee shall not be liable for breach of any provisions or implied covenants of this Lease when Operations are so prevented or delayed.

**15. SURRENDER.** Lessee may, at any time and from time to time, deliver to Lessor and file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligations shall be proportionately reduced in accordance with the net acreage interest retained hereunder, provided however, that any rights granted to Lessee by this Lease, including the rights-of-way and easements, and the right to penetrate any and all depths and formations underlying the Leased Premises, shall continue to the extent necessary for the efficient and convenient operation of the interest retained by Lessee.

**16. RIGHT OF FIRST REFUSAL.** If, during the Primary Term of this Lease, or any continuation thereof, Lessor receives any bona fide offer from a third party to purchase from Lessor a top lease covering all or any part of the Leased Premises, with such top lease to become effective upon expiration of this Lease, which Lessor is willing to accept from the offering party, Lessor shall notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered, the royalty offered, as well as a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of such lease offer. Lessee, for a period of 30 days after the receipt of said written notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions contained in the third-party offer. All offers made, up to and including the last day of the Primary Term of this Lease, or any continuation thereof, shall be subject to the terms and conditions of this paragraph. Should Lessee elect to exercise its right and option as herein provided, Lessor and Lessee shall, immediately thereafter, take all cooperative steps necessary to effectuate the consummation of said transaction. Any lease granted by Lessor in violation of this provision shall be null and void.

**17. PIPELINES AND BUILDING ZONE.** Lessee shall bury any pipelines constructed or installed by Lessee on the Leased Premises at least four feet deep when requested, in writing, by a lessor owning an interest in the surface. No well shall be drilled nearer than 500 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located.

**18. GOVERNING LAW.** This Lease shall be interpreted and construed according to, and governed by, the laws of the State of Colorado, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the State of Colorado shall have jurisdiction to hear any dispute under this Lease. EACH PARTY (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS REPRESENTATIVES) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THIS LEASE.

**19. ENTIRE CONTRACT.** The entire agreement between Lessor and Lessee is embodied herein. No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to execute or modify this Lease.

**20. SEVERABILITY.** This Lease is intended to be in conformity with all laws, rules, regulations and orders and interpreted as such. If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Lease shall remain in full force and effect. Any provision of this Lease held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**21. CAPTIONS.** The captions in this Lease are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Lease.

**22. COUNTERPARTS.** This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. Should any one or more of the parties above named as Lessor fail to execute this Lease, it shall nevertheless be binding upon all Lessors whose signatures are affixed hereto. If this Lease is delivered by e-mail delivery of a ".pdf" or similar format, such signature shall create a valid and binding obligation of that party as if the delivered signature page were an original hereof. With respect to and for the purpose of this Lease, Lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

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

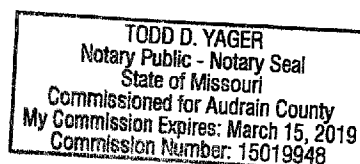
Michael Patrick Farnen Revocable Trust, represented herein by Michael Patrick Farnen, Trustee

*Michael Patrick Farnen*

Michael Patrick Farnen, Trustee

ACKNOWLEDGMENT FOR LESSOR(S)

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF AUDRAIN )



Before me, the undersigned, a Notary Public in and for said County and State on this 14 day of SEPT., 2018, personally appeared **Michael Patrick Farnen as Trustee of the Michael Patrick Farnen Revocable Trust**, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires: 3-15-19

*[Signature]*  
Notary Public



**OIL & GAS LEASE**

Lease No.

THIS OIL AND GAS LEASE "Lease" is made and entered into this 1st day of August, 2018 by and between **Midland Trust Company As Custodian FBO Paul Koenig # 6535802** whose mailing address is 1520 Royal Palm Square Blvd., #320, Fort Myers, FL 33919 hereinafter called Lessor (whether one or more), and **DPOC, LLC, a Delaware Limited Liability Company** whose mailing address is 1400 16th St, Suite 300, Denver, CO 80202, hereinafter called Lessee:

WITNESSETH, that for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid by Lessee, the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter contained, Lessor and Lessee agree as follows:

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**Township 09 North, Range 58 West of the 6th P.M.**

**Section 24: The West Half of the Southwest Quarter (W/2 SW/4)**

**Section 25: The West Half of the Northwest Quarter (W/2 NW/4)**

and containing **160.000000** acres, more or less (said lands are hereinafter referred to as "Leased Premises"). In addition to the lands described above and as part of the Leased Premises, Lessor hereby grants, leases and lets exclusively unto Lessee, to the same extent as if specifically described, lands which are owned or claimed by Lessor by one of the following reasons: (1) all lands and rights acquired or retained by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located. Lessor shall execute any supplemental or correctional instrument or further documents necessary to fulfill the purpose of this Lease as requested by Lessee including, without limitation, more complete or accurate descriptions of said land.

**2. LEASE TERM.** This Lease shall remain in full force and effect, subject to the provisions herein contained, for a term of Three (3) Years from August 1st, 2018 (hereafter called "Primary Term") and as long thereafter as any Leased Substances are being produced in paying quantities from the Leased Premises or lands pooled, unitized or communitized with all or a portion of the Leased Premises or this Lease is otherwise maintained in effect.

**3. CONTINUOUS OPERATIONS.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the Leased Premises or lands pooled, unitized, or communitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of this Lease or the action of any governmental authority, then in the event this Lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further Operations, as defined below, for reworking an existing well, drilling an additional well or otherwise obtaining or restoring production on the Leased Premises or lands pooled, unitized, or communitized therewith within 180 days after completion of Operations on such dry hole or within 180 days after such cessation of all production. If on or after the expiration of its Primary Term this Lease is not otherwise being maintained in force, but Lessee is either: (a) then engaged in Operations; or (b) has been engaged in Operations within 180 days prior to such date, then this Lease shall remain in force so long as any one or more Operations are prosecuted with no interruption of more than 180 consecutive days; provided, however, the interruption between the date a drilling rig capable of drilling to the objective depth is moved off location and the commencement of Completion Activities, as defined below, may be up to 360 days. If any such Operations or Completion Activities result in the production of Leased Substances, this Lease will remain in force for as long thereafter as there is production in paying quantities from the Leased Premises or lands pooled, unitized, or communitized therewith. The term "Operations" means any activity conducted on or off the Leased Premises that is reasonably calculated to obtain or restore production, including, without limitation, (i) drilling or any act preparatory to drilling (such as obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) Completion Activities; (iv) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the Leased Premises; (v) contracting for marketing services and sale of oil, gas, and associated substances; and (vi) construction of water disposal facilities and the physical movement of water produced from the Leased Premises. The term "Completion Activities" means activities or operations, commenced after a drilling rig is moved off location, that are intended to complete a well as a producer of Leased Substances including, but not limited to, obtaining casing, the setting of production casing, perforating, well stimulation, hydraulic fracturing, or production testing conducted in such operations. The term Completion Activities also includes all activities related to multi-stage completions of a well.

**4. OPTION TO EXTEND PRIMARY TERM.** In the absence of any other condition which may extend this Lease beyond its Primary Term, Lessor hereby grants to Lessee, its successors or assigns, the right and option to extend the Primary Term of this Lease, as to part or all of the Leased Premises covered hereby, for one additional term of Two (2) Years from the expiration of the Primary Term of this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the Primary Term of this Lease, Lessee pays or tenders to Lessor or to Lessor's credit an amount equal to ~~100.00%~~ of the original amount paid per net mineral acre for the lands associated with this lease, then multiplied by the number of net mineral acres owned by Lessor or assigns at the time such option to extend is exercised. Should Lessee, its successors or assigns, exercise its option to extend the Primary Term of this Lease, then this Lease and all its provisions shall remain in full force and effect as to the lands to which the extended lease applies.

**5. PAYMENTS TO LESSOR.** In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

- A. **PAID-UP LEASE:** This Lease is a paid-up lease, and Lessee has no obligation to make annual rental payments to Lessor over and above the consideration stated above and the production royalty payments described below.
- B. **OIL ROYALTY:** For all oil and other liquid hydrocarbons that are physically produced and saved from the Leased Premises, or lands pooled, unitized or communitized therewith, and if Lessor provides at least 60 days advance written notice to Lessee that Lessor wishes to take its royalty share of such oil and other liquid hydrocarbons in-kind, which election may not be exercised more than once per calendar year, Lessor shall receive **18.75%** (such percentage is the "Royalty Percentage") of such production, to be delivered to Lessor at the pipeline connection or storage tanks installed by Lessor. If Lessor does not provide Lessee with written notice of its election to take its Royalty Percentage of such oil and other liquid hydrocarbons in-kind (or otherwise does not, or is unable to, take its Royalty Percentage of such oil and other liquid hydrocarbons in kind), then Lessor expressly authorizes Lessee to either (1) sell the Royalty Percentage of such oil and other liquid hydrocarbons to a third party or (2) purchase the Royalty Percentage of such oil and other liquid hydrocarbons in the field based on the comparable sales method whereby the purchase price is equal to the weighted average sales price in the field of all Lessee's oil and other liquid hydrocarbons produced from the field of similar grade and gravity. Lessor shall receive its (i) Royalty Percentage of the sales proceeds actually received by Lessee as to clause (1), or (ii) sales proceeds from Lessee's purchase as to clause (2), less, in the case of clauses (i) or (ii), Lessor's Royalty Percentage of all Post-Production Costs (defined below), and Lessor's Royalty Percentage of all production, severance, conservation, ad valorem, excise, or other taxes. Lessor acknowledges that there is a both an intrastate and interstate market in the field for oil and other liquid hydrocarbons.
- C. **GAS ROYALTY.** For all Leased Substances other than oil and other liquid hydrocarbons that are physically produced and saved from the Leased Premises, or lands pooled, unitized or communitized therewith, and sold, Lessor shall receive **18.75%** (such percentage is the "Royalty Percentage") of the sales proceeds actually received by Lessee or, if applicable, its affiliate, as a result of the first sale of the affected production, less the Royalty Percentage of all Post-Production Costs and the Royalty Percentage of all production, severance, conservation, ad valorem, excise, or other taxes. The term "Post-Production Costs" means all costs incurred by Lessee or its affiliates from and after the wellhead (whether netted or separately billed) including, without limitation, all costs of gathering, marketing, compression, dehydration, transportation (including transportation from one recognized market to another, if any), removal of liquid or gaseous substances or impurities from the affected production, and any other treatment or processing required by the first party who purchases the affected production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream of the point of sale. Lessor shall not be entitled to any royalty on any Leased Substances used by Lessee on or off the Leased Premises or for that portion of the Leased Substances used as fuel or lost due to shrinkage, flaring, venting, line loss or otherwise. Lessee or its affiliates have the right to construct, maintain, and operate any facilities providing some or all of the services identified as Post-Production Costs. If this occurs, the actual costs of such facilities shall be included in the Post-Production Costs as a per barrel or per mcf charge, as appropriate, calculated by spreading the construction, maintenance and operating costs for such facilities over the reasonably-estimated total production volumes attributable to the well or wells using such facilities.
- D. **SHUT-IN ROYALTY:** If at any time, either before or after the expiration of the Primary Term of this Lease, or any extension thereof, there is a well determined by Lessee to be capable of producing Leased Substances on the Leased Premises, or on other lands pooled, unitized or combined therewith, but the well is shut-in for any reason, whether before or after production therefrom, and this Lease is not being maintained otherwise as provided in Paragraph 2 herein, this Lease shall not expire and shall remain in full force and effect (unless released by Lessee) and it shall nevertheless be considered that Leased Substances are being produced from the Leased Premises during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the Leased Substances capable of being produced from such shut-in well, but shall be under no obligation to market the Leased Substances under terms, conditions or circumstances which, in Lessee's sole judgment, exercised in good faith, are unsatisfactory. When this Lease is continued in force in this manner, Lessee shall pay or tender to Lessor an amount equal to Five Dollars per net mineral acre per year until production is marketed and sold off the Leased Premises, or from lands pooled, unitized or combined therewith, or until such well is plugged and abandoned. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of 90 days from the date the well was shut-in, unless prior to such date Leased Substances from the well is sold or used or this Lease is otherwise maintained as provided in Paragraph 2 herein. The term "shut-in royalty payment date" means the anniversary date of this Lease. In the absence of production and notwithstanding the provisions of this provision, shut-in royalty payments shall not serve to extend this Lease more than three consecutive years from the date the well was shut-in. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render Lessee liable for the amount due but it shall not operate to terminate this Lease.
- E. **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands within the Leased Premises, at the completion of activities on the Leased Premises. Furthermore, Lessee shall repair or replace any damaged improvements and pay for the loss of growing crops and/or marketable timber, which are caused by or in any manner arising directly from Lessee's Operations, or the Operations of contractors, subcontractors, or others at Lessee's direction or with its consent on the Leased Premises.

**6. MANNER OF PAYMENT.** Lessee shall make or tender all payments hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment that is tendered by postal service or any comparable courier (e.g., Federal Express) is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) by the next business day is considered timely for all relative purposes herein.

**7. CHANGE IN OWNERSHIP.** The interest of either Lessor or Lessee hereunder may be assigned, devised, or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successor and assigns. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no change in the ownership of the Leased Premises, or any portion thereof, or the right to receive royalties or other payments hereunder, or any interest therein, however accomplished, shall be binding on Lessee until 60 days after Lessee has been furnished with written notice thereof, together with the original or duly authenticated copies of the documents establishing change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each. No change in Lessor's ownership shall have the effect of diminishing the rights or enlarging the obligations of Lessee hereunder.

**8. TITLE.** Lessor hereby warrants generally and shall defend title to the Leased Premises and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, any payments, including without limitation, royalty payments or shut-in royalty payments for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises. To the extent any royalty or other payment attributable to the mineral estate covered by this Lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

**9. DISCHARGE OF LIENS.** Lessee may, at its option, pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any or all of the Leased Premises; and Lessee shall be entitled to recover from the debtor, with reasonable legal costs, by deduction from any future payments to Lessor or by any other lawful means.

**10. CHARACTERIZATION OF AGREEMENT.** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor acknowledges that the payment terms, as set forth herein, and any bonus payments paid to Lessor, constitute full consideration for this Lease, and Lessor will not seek to undermine or nullify the terms of this Lease based upon any provision agreed to herein. Lessor further acknowledges that such payment terms and bonus payments are final, and Lessor will not seek to amend or modify the lease payments, seek additional consideration or register any complaint based upon any differing terms which Lessee has or will negotiate with any other lessor and/or oil and gas owner.

**11. POOLING.** Lessee, at its option is hereby granted the right, but not the obligation, from time to time as a recurring right, whether before or after the commencement of Operations, to pool, unitize, communitize or combine all or any portion of the Leased Premises and the mineral estate, as to any one or more of the formations thereunder, with other lands, whether contiguous or not contiguous, leased or unleased, whether owned or controlled by Lessee or others, when in Lessee's sole judgment it is necessary or advisable to do so in order to promote conservation, orderly development and prevent waste of the Leased Substances. Any pooling hereunder may cover all oil and gas, or any one or more of the Leased Substances and may cover one or more or all zones or formations underlying all or any portion or portions of the Leased Premises. The forming or reforming of any unit may be accomplished by Lessee executing and filing of record a declaration of such pooling, 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 have theretofore been commenced. Operations associated with a unit, or a well shut in for any reason anywhere on a unit which includes all or part of this Lease, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such Operations were conducted upon the Leased Premises whether or not such well is located upon, or such Operations are conducted upon said lands. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled royalties only on the portion of production allocated to this Lease. Such allocation shall be that proportion of the unit production that the total number of net acres covered by this Lease and included in the unit bears to the total gross acreage in such unit, but only to the extent such proportion of unit production is sold by Lessee; for such purposes, Lessee may, at its option, definitively rely on the acreage calculations of the local property tax assessment authorities. In addition to the foregoing, Lessee shall have the right to pool, unitize or combine all or any part of the Leased Premises 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. Lessee shall also have the right, but not the obligation, from time to time, while this Lease is in force, to modify or terminate any prior declaration of pooling by either increasing or decreasing the size of the pooled unit, provided, however, that this right may be exercised only to the extent that such modification or termination will result in pooled units of a size equal to any spacing pattern established by governmental regulation or order for the lands involved. Lessee may also, but is not obligated to, terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no Operations are being conducted thereon. If the Leased Premises 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. Lessee shall not be required to obtain Lessor's consent to any unit, cooperative or unit plan of development or operation adopted by Lessee, whether approved by any governmental agency or formed by contract right.

**12. DEFAULT LIMITATION OF FORFEITURE.** No litigation, civil action or proceeding shall be initiated by Lessor for damages, termination, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 60 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to substantially remedy the breach or default within such period. In the event any matter is litigated and there is a final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or cancelled in whole or in part unless and until Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to substantially do so. This Lease shall remain in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of any dispute.

**13. LEASE DEVELOPMENT.** There is no covenant to drill, prevent drainage, further develop or market production from the Leased Premises within a certain time frame, and there shall be no termination, forfeiture or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

**14. FORCE MAJEURE.** All express provisions or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When Operations, or Lessee's fulfillment of its obligations hereunder, are prevented, interrupted or delayed, whether before or after the expiration of the Primary Term, by such laws, rules, regulations or orders, including without limitation, municipal, county, state, federal or tribal regulations, rules, mandates or orders which, directly or indirectly, suspend, prohibit or delay Operations in connection with hydraulic fracturing or activities thereto, or by inability to obtain necessary permits, drilling rigs, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, inability to obtain an operations rig, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof, anything in this Lease notwithstanding. Lessee shall not be liable for breach of any provisions or implied covenants of this Lease when Operations are so prevented or delayed.

**15. SURRENDER.** Lessee may, at any time and from time to time, deliver to Lessor and file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligations shall be proportionately reduced in accordance with the net acreage interest retained hereunder, provided however, that any rights granted to Lessee by this Lease, including the rights-of-way and easements, and the right to penetrate any and all depths and formations underlying the Leased Premises, shall continue to the extent necessary for the efficient and convenient operation of the interest retained by Lessee.

**16. RIGHT OF FIRST REFUSAL.** If, during the Primary Term of this Lease, or any continuation thereof, Lessor receives any bona fide offer from a third party to purchase from Lessor a top lease covering all or any part of the Leased Premises, with such top lease to become effective upon expiration of this Lease, which Lessor is willing to accept from the offering party, Lessor shall notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered, the royalty offered, as well as a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of such lease offer. Lessee, for a period of 30 days after the receipt of said written notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions contained in the third-party offer. All offers made, up to and including the last day of the Primary Term of this Lease, or any continuation thereof, shall be subject to the terms and conditions of this paragraph. Should Lessee elect to exercise its right and option as herein provided, Lessor and Lessee shall, immediately thereafter, take all cooperative steps necessary to effectuate the consummation of said transaction. Any lease granted by Lessor in violation of this provision shall be null and void.

**17. PIPELINES AND BUILDING ZONE.** Lessee shall bury any pipelines constructed or installed by Lessee on the Leased Premises at least four feet deep when requested, in writing, by a lessor owning an interest in the surface. No well shall be drilled nearer than 500 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located.

**18. GOVERNING LAW.** This Lease shall be interpreted and construed according to, and governed by, the laws of the State of Colorado, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the State of Colorado shall have jurisdiction to hear any dispute under this Lease. EACH PARTY (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS REPRESENTATIVES) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THIS LEASE.

**19. ENTIRE CONTRACT.** The entire agreement between Lessor and Lessee is embodied herein. No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to execute or modify this Lease.

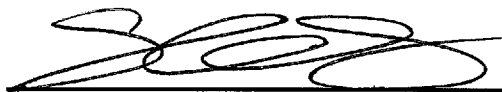
**20. SEVERABILITY.** This Lease is intended to be in conformity with all laws, rules, regulations and orders and interpreted as such. If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Lease shall remain in full force and effect. Any provision of this Lease held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**21. CAPTIONS.** The captions in this Lease are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Lease.

**22. COUNTERPARTS.** This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. Should any one or more of the parties above named as Lessor fail to execute this Lease, it shall nevertheless be binding upon all Lessors whose signatures are affixed hereto. If this Lease is delivered by e-mail delivery of a ".pdf" or similar format, such signature shall create a valid and binding obligation of that party as if the delivered signature page were an original hereof. With respect to and for the purpose of this Lease, Lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

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

Midland Trust Company As Custodian FBO Paul Koenig # 6535802



Sara Garces, IRA Administrator

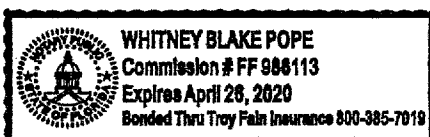
ACKNOWLEDGMENT FOR LESSOR(S)

STATE OF Florida )  
COUNTY OF Lee ) ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 3 day of October, 2018 personally appeared Sara Garces as IRA Administrator, representing Midland Trust Company as Custodian FBO Paul Koenig # 6535802, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires: 4/26/2020

Whitney Blake Pope  
Notary Public



**OIL & GAS LEASE**

Lease No.

THIS OIL AND GAS LEASE "Lease" is made and entered into this 1st day of August, 2018 by and between **Midland Trust Company As Custodian FBO Bernard Caputo #6872401** whose mailing address is 1520 Royal Palm Square Blvd., #320, Fort Myers, FL 33919 hereinafter called Lessor (whether one or more), and **DPOC, LLC, a Delaware Limited Liability Company** whose mailing address is 1400 16th St, Suite 300, Denver, CO 80202, hereinafter called Lessee:

WITNESSETH, that for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid by Lessee, the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter contained, Lessor and Lessee agree as follows:

**1. LEASING CLAUSE.** Lessor does hereby grant, demise, lease and let unto the said Lessee, exclusively, its successors and assigns, the following described land for the purpose of prospecting, investigating, drilling, injecting, mining, operating for, exploring for by geological, geophysical and other exploratory methods, including core drilling, producing, saving and marketing of oil, gas, liquid hydrocarbons, and their constituent parts, including, but not as a limitation, gas condensate, gas distillate, casinghead gas, casinghead gasoline, coal bed methane gas, gob gas and all other gases whether similar or dissimilar, produced in a gaseous state, as well as other minerals and substances produced in connection with oil and gas operations hereunder, or as a by-product of oil and gas (collectively and/or individually hereinafter referred to as "Leased Substances"), and the exclusive right to drill, maintain, operate, cease to operate, plug, abandon, and remove wells, material and equipment, the right to complete, stimulate, fracture and inject gas, air, waters, brine and other fluids and substances into the subsurface strata, along with the right to convert any well into an approved disposal well, together with all rights of way, easements and use of the surface as is necessary or convenient for such operations and for the use or installation of pipe lines, flow lines, and other underground lines to gather, remove or otherwise transport the Leased Substances, electric power, telephone and other communication lines, building tanks, power houses, stations, ponds, roadways and other fixtures or structures for producing, treating, storing and caring for such products, the right to use oil, gas, and non-domestic water sources, free of cost, and any and all other rights and privileges necessary, incident to or convenient in the economical or efficient operation of said land, or lands pooled therewith or adjacent thereto, together with any reversionary rights therein or rights hereafter vested in Lessor; said tract of land being situated in the County of Weld, State of Colorado described as follows, to-wit:

**Township 09 North, Range 58 West of the 6th P.M.**

**Section 24: The West Half of the Southwest Quarter (W/2 SW/4)**

**Section 25: The West Half of the Northwest Quarter (W/2 NW/4)**

and containing 160.000000 acres, more or less (said lands are hereinafter referred to as "Leased Premises"). In addition to the lands described above and as part of the Leased Premises, Lessor hereby grants, leases and lets exclusively unto Lessee, to the same extent as if specifically described, lands which are owned or claimed by Lessor by one of the following reasons: (1) all lands and rights acquired or retained by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located. Lessor shall execute any supplemental or correctional instrument or further documents necessary to fulfill the purpose of this Lease as requested by Lessee including, without limitation, more complete or accurate descriptions of said land.

**2. LEASE TERM.** This Lease shall remain in full force and effect, subject to the provisions herein contained, for a term of Three (3) Years from August 1st, 2018 (hereafter called "Primary Term") and as long thereafter as any Leased Substances are being produced in paying quantities from the Leased Premises or lands pooled, unitized or communitized with all or a portion of the Leased Premises or this Lease is otherwise maintained in effect.

**3. CONTINUOUS OPERATIONS.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the Leased Premises or lands pooled, unitized, or communitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of this Lease or the action of any governmental authority, then in the event this Lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further Operations, as defined below, for reworking an existing well, drilling an additional well or otherwise obtaining or restoring production on the Leased Premises or lands pooled, unitized, or communitized therewith within 180 days after completion of Operations on such dry hole or within 180 days after such cessation of all production. If on or after the expiration of its Primary Term this Lease is not otherwise being maintained in force, but Lessee is either: (a) then engaged in Operations; or (b) has been engaged in Operations within 180 days prior to such date, then this Lease shall remain in force so long as any one or more Operations are prosecuted with no interruption of more than 180 consecutive days; provided, however, the interruption between the date a drilling rig capable of drilling to the objective depth is moved off location and the commencement of Completion Activities, as defined below, may be up to 360 days. If any such Operations or Completion Activities result in the production of Leased Substances, this Lease will remain in force for as long thereafter as there is production in paying quantities from the Leased Premises or lands pooled, unitized, or communitized therewith. The term "Operations" means any activity conducted on or off the Leased Premises that is reasonably calculated to obtain or restore production, including, without limitation, (i) drilling or any act preparatory to drilling (such as obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) Completion Activities; (iv) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the Leased Premises; (v) contracting for marketing services and sale of oil, gas, and associated substances; and (vi) construction of water disposal facilities and the physical movement of water produced from the Leased Premises. The term "Completion Activities" means activities or operations, commenced after a drilling rig is moved off location, that are intended to complete a well as a producer of Leased Substances including, but not limited to, obtaining casing, the setting of production casing, perforating, well stimulation, hydraulic fracturing, or production testing conducted in such operations. The term Completion Activities also includes all activities related to multi-stage completions of a well.

**4. OPTION TO EXTEND PRIMARY TERM.** In the absence of any other condition which may extend this Lease beyond its Primary Term, Lessor hereby grants to Lessee, its successors or assigns, the right and option to extend the Primary Term of this Lease, as to part or all of the Leased Premises covered hereby, for one additional term of Two (2) Years from the expiration of the Primary Term of this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the Primary Term of this Lease, Lessee pays or tenders to Lessor or to Lessor's credit an amount equal to 100.00% of the original amount paid per net mineral acre for the lands associated with this lease, then multiplied by the number of net mineral acres owned by Lessor or assigns at the time such option to extend is exercised. Should Lessee, its successors or assigns, exercise its option to extend the Primary Term of this Lease, then this Lease and all its provisions shall remain in full force and effect as to the lands to which the extended lease applies.

**5. PAYMENTS TO LESSOR.** In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

- A. **PAID-UP LEASE:** This Lease is a paid-up lease, and Lessee has no obligation to make annual rental payments to Lessor over and above the consideration stated above and the production royalty payments described below.
  - B. **OIL ROYALTY:** For all oil and other liquid hydrocarbons that are physically produced and saved from the Leased Premises, or lands pooled, unitized or communitized therewith, and if Lessor provides at least 60 days advance written notice to Lessee that Lessor wishes to take its royalty share of such oil and other liquid hydrocarbons in-kind, which election may not be exercised more than once per calendar year, Lessor shall receive **18.75%** (such percentage is the "Royalty Percentage") of such production, to be delivered to Lessor at the pipeline connection or storage tanks installed by Lessor. If Lessor does not provide Lessee with written notice of its election to take its Royalty Percentage of such oil and other liquid hydrocarbons in-kind (or otherwise does not, or is unable to, take its Royalty Percentage of such oil and other liquid hydrocarbons in kind), then Lessor expressly authorizes Lessee to either (1) sell the Royalty Percentage of such oil and other liquid hydrocarbons to a third party or (2) purchase the Royalty Percentage of such oil and other liquid hydrocarbons in the field based on the comparable sales method whereby the purchase price is equal to the weighted average sales price in the field of all Lessee's oil and other liquid hydrocarbons produced from the field of similar grade and gravity. Lessor shall receive its (i) Royalty Percentage of the sales proceeds actually received by Lessee as to clause (1), or (ii) sales proceeds from Lessee's purchase as to clause (2), less, in the case of clauses (i) or (ii), Lessor's Royalty Percentage of all Post-Production Costs (defined below), and Lessor's Royalty Percentage of all production, severance, conservation, ad valorem, excise, or other taxes. Lessor acknowledges that there is a both an intrastate and interstate market in the field for oil and other liquid hydrocarbons.
  - C. **GAS ROYALTY.** For all Leased Substances other than oil and other liquid hydrocarbons that are physically produced and saved from the Leased Premises, or lands pooled, unitized or communitized therewith, and sold, Lessor shall receive **18.75%** (such percentage is the "Royalty Percentage") of the sales proceeds actually received by Lessee or, if applicable, its affiliate, as a result of the first sale of the affected production, less the Royalty Percentage of all Post-Production Costs and the Royalty Percentage of all production, severance, conservation, ad valorem, excise, or other taxes. The term "Post-Production Costs" means all costs incurred by Lessee or its affiliates from and after the wellhead (whether netted or separately billed) including, without limitation, all costs of gathering, marketing, compression, dehydration, transportation (including transportation from one recognized market to another, if any), removal of liquid or gaseous substances or impurities from the affected production, and any other treatment or processing required by the first party who purchases the affected production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream of the point of sale. Lessor shall not be entitled to any royalty on any Leased Substances used by Lessee on or off the Leased Premises or for that portion of the Leased Substances used as fuel or lost due to shrinkage, flaring, venting, line loss or otherwise. Lessee or its affiliates have the right to construct, maintain, and operate any facilities providing some or all of the services identified as Post-Production Costs. If this occurs, the actual costs of such facilities shall be included in the Post-Production Costs as a per barrel or per mcf charge, as appropriate, calculated by spreading the construction, maintenance and operating costs for such facilities over the reasonably-estimated total production volumes attributable to the well or wells using such facilities.
  - D. **SHUT-IN ROYALTY:** If at any time, either before or after the expiration of the Primary Term of this Lease, or any extension thereof, there is a well determined by Lessee to be capable of producing Leased Substances on the Leased Premises, or on other lands pooled, unitized or combined therewith, but the well is shut-in for any reason, whether before or after production therefrom, and this Lease is not being maintained otherwise as provided in Paragraph 2 herein, this Lease shall not expire and shall remain in full force and effect (unless released by Lessee) and it shall nevertheless be considered that Leased Substances are being produced from the Leased Premises during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the Leased Substances capable of being produced from such shut-in well, but shall be under no obligation to market the Leased Substances under terms, conditions or circumstances which, in Lessee's sole judgment, exercised in good faith, are unsatisfactory. When this Lease is continued in force in this manner, Lessee shall pay or tender to Lessor an amount equal to Five Dollars per net mineral acre per year until production is marketed and sold off the Leased Premises, or from lands pooled, unitized or combined therewith, or until such well is plugged and abandoned. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of 90 days from the date the well was shut-in, unless prior to such date Leased Substances from the well is sold or used or this Lease is otherwise maintained as provided in Paragraph 2 herein. The term "shut-in royalty payment date" means the anniversary date of this Lease. In the absence of production and notwithstanding the provisions of this provision, shut-in royalty payments shall not serve to extend this Lease more than three consecutive years from the date the well was shut-in. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render Lessee liable for the amount due but it shall not operate to terminate this Lease.
  - E. **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands within the Leased Premises, at the completion of activities on the Leased Premises. Furthermore, Lessee shall repair or replace any damaged improvements and pay for the loss of growing crops and/or marketable timber, which are caused by or in any manner arising directly from Lessee's Operations, or the Operations of contractors, subcontractors, or others at Lessee's direction or with its consent on the Leased Premises.
- 6. MANNER OF PAYMENT.** Lessee shall make or tender all payments hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment that is tendered by postal service or any comparable courier (e.g., Federal Express) is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) by the next business day is considered timely for all relative purposes herein.



**7. CHANGE IN OWNERSHIP.** The interest of either Lessor or Lessee hereunder may be assigned, devised, or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successor and assigns. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no change in the ownership of the Leased Premises, or any portion thereof, or the right to receive royalties or other payments hereunder, or any interest therein, however accomplished, shall be binding on Lessee until 60 days after Lessee has been furnished with written notice thereof, together with the original or duly authenticated copies of the documents establishing change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each. No change in Lessor's ownership shall have the effect of diminishing the rights or enlarging the obligations of Lessee hereunder.

**8. TITLE.** Lessor hereby warrants generally and shall defend title to the Leased Premises and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, any payments, including without limitation, royalty payments or shut-in royalty payments for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises. To the extent any royalty or other payment attributable to the mineral estate covered by this Lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

**9. DISCHARGE OF LIENS.** Lessee may, at its option, pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any or all of the Leased Premises; and Lessee shall be entitled to recover from the debtor, with reasonable legal costs, by deduction from any future payments to Lessor or by any other lawful means.

**10. CHARACTERIZATION OF AGREEMENT.** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor acknowledges that the payment terms, as set forth herein, and any bonus payments paid to Lessor, constitute full consideration for this Lease, and Lessor will not seek to undermine or nullify the terms of this Lease based upon any provision agreed to herein. Lessor further acknowledges that such payment terms and bonus payments are final, and Lessor will not seek to amend or modify the lease payments, seek additional consideration or register any complaint based upon any differing terms which Lessee has or will negotiate with any other lessor and/or oil and gas owner.

**11. POOLING.** Lessee, at its option is hereby granted the right, but not the obligation, from time to time as a recurring right, whether before or after the commencement of Operations, to pool, unitize, communitize or combine all or any portion of the Leased Premises and the mineral estate, as to any one or more of the formations thereunder, with other lands, whether contiguous or not contiguous, leased or unleased, whether owned or controlled by Lessee or others, when in Lessee's sole judgment it is necessary or advisable to do so in order to promote conservation, orderly development and prevent waste of the Leased Substances. Any pooling hereunder may cover all oil and gas, or any one or more of the Leased Substances and may cover one or more or all zones or formations underlying all or any portion or portions of the Leased Premises. The forming or reformation of any unit may be accomplished by Lessee executing and filing of record a declaration of such pooling, 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 have theretofore been commenced. Operations associated with a unit, or a well shut in for any reason anywhere on a unit which includes all or part of this Lease, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such Operations were conducted upon the Leased Premises whether or not such well is located upon, or such Operations are conducted upon said lands. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled royalties only on the portion of production allocated to this Lease. Such allocation shall be that proportion of the unit production that the total number of net acres covered by this Lease and included in the unit bears to the total gross acreage in such unit, but only to the extent such proportion of unit production is sold by Lessee; for such purposes, Lessee may, at its option, definitively rely on the acreage calculations of the local property tax assessment authorities. In addition to the foregoing, Lessee shall have the right to pool, unitize or combine all or any part of the Leased Premises 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. Lessee shall also have the right, but not the obligation, from time to time, while this Lease is in force, to modify or terminate any prior declaration of pooling by either increasing or decreasing the size of the pooled unit, provided, however, that this right may be exercised only to the extent that such modification or termination will result in pooled units of a size equal to any spacing pattern established by governmental regulation or order for the lands involved. Lessee may also, but is not obligated to, terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no Operations are being conducted thereon. If the Leased Premises 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. Lessee shall not be required to obtain Lessor's consent to any unit, cooperative or unit plan of development or operation adopted by Lessee, whether approved by any governmental agency or formed by contract right.

**12. DEFAULT LIMITATION OF FORFEITURE.** No litigation, civil action or proceeding shall be initiated by Lessor for damages, termination, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 60 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to substantially remedy the breach or default within such period. In the event any matter is litigated and there is a final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or cancelled in whole or in part unless and until Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to substantially do so. This Lease shall remain in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of any dispute.

**13. LEASE DEVELOPMENT.** There is no covenant to drill, prevent drainage, further develop or market production from the Leased Premises within a certain time frame, and there shall be no termination, forfeiture or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

**14. FORCE MAJEURE.** All express provisions or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When Operations, or Lessee's fulfillment of its obligations hereunder, are prevented, interrupted or delayed, whether before or after the expiration of the Primary Term, by such laws, rules, regulations or orders, including without limitation, municipal, county, state, federal or tribal regulations, rules, mandates or orders which, directly or indirectly, suspend, prohibit or delay Operations in connection with hydraulic fracturing or activities thereto, or by inability to obtain necessary permits, drilling rigs, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, inability to obtain an operations rig, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof, anything in this Lease notwithstanding. Lessee shall not be liable for breach of any provisions or implied covenants of this Lease when Operations are so prevented or delayed.

**15. SURRENDER.** Lessee may, at any time and from time to time, deliver to Lessor and file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligations shall be proportionately reduced in accordance with the net acreage interest retained hereunder, provided however, that any rights granted to Lessee by this Lease, including the rights-of-way and easements, and the right to penetrate any and all depths and formations underlying the Leased Premises, shall continue to the extent necessary for the efficient and convenient operation of the interest retained by Lessee.

**16. RIGHT OF FIRST REFUSAL.** If, during the Primary Term of this Lease, or any continuation thereof, Lessor receives any bona fide offer from a third party to purchase from Lessor a top lease covering all or any part of the Leased Premises, with such top lease to become effective upon expiration of this Lease, which Lessor is willing to accept from the offering party, Lessor shall notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered, the royalty offered, as well as a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of such lease offer. Lessee, for a period of 30 days after the receipt of said written notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions contained in the third-party offer. All offers made, up to and including the last day of the Primary Term of this Lease, or any continuation thereof, shall be subject to the terms and conditions of this paragraph. Should Lessee elect to exercise its right and option as herein provided, Lessor and Lessee shall, immediately thereafter, take all cooperative steps necessary to effectuate the consummation of said transaction. Any lease granted by Lessor in violation of this provision shall be null and void.

**17. PIPELINES AND BUILDING ZONE.** Lessee shall bury any pipelines constructed or installed by Lessee on the Leased Premises at least four feet deep when requested, in writing, by a lessor owning an interest in the surface. No well shall be drilled nearer than 500 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located.

**18. GOVERNING LAW.** This Lease shall be interpreted and construed according to, and governed by, the laws of the State of Colorado, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the State of Colorado shall have jurisdiction to hear any dispute under this Lease. EACH PARTY (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS REPRESENTATIVES) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THIS LEASE.

**19. ENTIRE CONTRACT.** The entire agreement between Lessor and Lessee is embodied herein. No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to execute or modify this Lease.

**20. SEVERABILITY.** This Lease is intended to be in conformity with all laws, rules, regulations and orders and interpreted as such. If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Lease shall remain in full force and effect. Any provision of this Lease held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**21. CAPTIONS.** The captions in this Lease are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Lease.

**22. COUNTERPARTS.** This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. Should any one or more of the parties above named as Lessor fail to execute this Lease, it shall nevertheless be binding upon all Lessors whose signatures are affixed hereto. If this Lease is delivered by e-mail delivery of a ".pdf" or similar format, such signature shall create a valid and binding obligation of that party as if the delivered signature page were an original hereof. With respect to and for the purpose of this Lease, Lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

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

Midland Trust Company As Custodian FBO Bernard Caputo #6872401



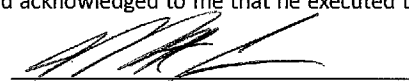
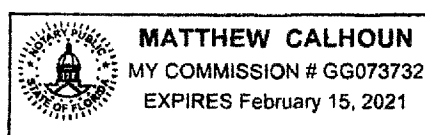
Sara Garces, IRA Administrator

**ACKNOWLEDGMENT FOR LESSOR(S)**

STATE OF Florida )  
 ) ss.  
COUNTY OF Lee )

Before me, the undersigned, a Notary Public in and for said County and State on this 26 day of September, 2018, personally appeared **Sara Garces as IRA Administrator, representing Midland Trust Company as Custodian FBO Bernard Caputo #6872401**, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires: 2/15/21

  
Notary Public


**EASEMENT, RIGHT-OF-WAY, AND SURFACE USE AGREEMENT**

This Easement, Right-of-Way and Surface Use Agreement ("**Agreement**") is entered into and effective this 7<sup>th</sup> day of September, 2018, by and Charlotte J. Norgren, Vicki Jo Schaaf, and Marilyn J. Samber, whose address is 14311 Dakota Road, Sterling, CO 80751, and Bison Oil & Gas II, LLC, ("**Operator**"), with offices at 518 17<sup>th</sup> Street, Suite 1800, Denver, CO 80202 sometimes referred to each as a "**Party**," or collectively as the "**Parties**."

**WITNESSETH:**

For and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **OWNERSHIP**. Owner is the surface owner of certain lands more particularly described as follows (the Lands):

**Township 8 North, Range 58 West, 6<sup>th</sup> P.M.**  
**Section 1: E/2, SE/4SW/4**

Containing 360.00 acres, more or less

Weld County, Colorado

Operator, or its affiliates, owns a working interest, leasehold interest, or other interest under certain oil and gas leases covering all or portions of the Lands, or lands pooled or included in a spacing unit therewith, or lands adjacent thereto (the "**Lease**," or "**Leases**").

2. **OIL AND GAS OPERATIONS ON THE LANDS**.

A. Operator desires to drill, complete, operate, produce and maintain oil or gas wells (the "**Wells**") on the Lands or the Leases, the subsurface locations of which may be under lands other than the Lands. In order for Operator, its agents, consultants, successors or assigns to explore, permit, survey, obtain consents and waivers, develop, drill, construct, complete, recomplete, produce, maintain, rework, equip, deepen, stimulate, re-stimulate, assess, evaluate, inspect, test, update, upgrade, operate, secure, and transport production from the Wells and all facilities associated therewith including, but not limited to, access roads (including existing roads on the Lands) ("**Access Roads**"), pipelines, infrastructure, equipment, surface appurtenances and production facilities including but not limited to emission control devices, vapor recovery towers, vapor recovery units, flowlines, gathering lines, transmission lines, temporary above ground water lines, temporary above ground completion fluid pipelines, separators, tank batteries, MLVTs, LACT units, electrical lines, utility lines and any other facilities or property necessary for Operator to conduct operations on the Wells (each a "**Facility**," collectively, the "**Facilities**"), Owner recognizes it is necessary that Operator, its agents, consultants, successors or assigns enter and utilize a portion of the Lands in order to operate and maintain the Wells and Facilities. Owner and Operator desire to mitigate any surface damage to the Lands and to set forth their agreements with respect to future operations on the Lands, to accommodate operations and development of the surface, and to provide for cooperation between the Parties and the mutual enjoyment of the Parties' respective rights in and to the Lands. This Agreement sets forth the Parties' rights and obligations regarding the development and use of the Lands by Owner and operations conducted by Operator.

3. **SURFACE EASEMENT AND RIGHT-OF-WAY; SUBSURFACE EASEMENT**.

A. Owner hereby grants, assigns, and conveys to Operator, its successors and assigns and each of their agents, employees, contractors and subcontractors, a terminal, non-exclusive easement and right-of-way on, over, across, and through the Lands for the purpose of drilling, completing, operating, securing, producing, evaluating, deepening, reworking, equipping, maintaining, plugging and abandoning of Wells, constructing, using and maintaining Access Roads and locating, constructing, entrenching, operating, maintaining, repairing, altering, replacing and removing the Facilities and all necessary appurtenant facilities, for the purposes specified in this Agreement including ingress and egress from the Facilities across the Lands.

B. In those circumstances where the Operator owns the minerals underlying the Lands, Owner acknowledges and understands that Operator holds a perpetual, exclusive easement and right-of-

way burdening the Lands with all the rights and privileges granted under this Agreement, the Lease, or lease associated with the Lands.

C. Owner grants Operator the right to drill, complete, operate and maintain Wells on the Lands that produce oil, natural gas, produced liquids, and associated hydrocarbons from lands other than the Lands and lands pooled with the Lands.

D. Owner further grants Operator a subsurface easement through the Lands for the purpose of drilling, completing, operating, re-stimulating, reworking and maintaining oil and gas wells that may produce and drain oil, natural gas, produced liquids and associated hydrocarbons from the Lands and lands pooled with the Lands.

E. Owner further grants Operator the right to gather to the Lands and transport from the Lands oil, natural gas, produced liquids and associated hydrocarbons produced from the Lands and lands other than the Lands and lands pooled with the Lands, and to transfer/assign such right to a third party gatherer.

#### **4. LOCATION/OIL AND GAS OPERATIONS AREA.**

The locations of Wells, the Access Roads to the Well sites and Facilities to be constructed on the Lands (the "Oil and Gas Operations Areas" or "OGOAs") shall be discussed by and between Owner and Operator prior to commencement of operations. Provided that the OGOAs and rights-of-way are consistent with the provisions of this Agreement, Owner will not unreasonably object to the location of the OGOAs and rights-of-way proposed by Operator, and Owner will not object to an OGOAs that is identified in **Exhibit A**. Material changes to the OGOAs may be made by Operator with the consent of Owner, which shall not be unreasonably withheld provided that such changes will not interfere with Owner's existing use of the Lands. It is also understood and agreed that additional Access Roads and Facilities located outside of the OGOAs may be necessary for Operator's activities and in these circumstances Owner and Operator agree to designate a mutually agreeable location for said Access Roads and Facilities. Operator agrees not to use any more of the surface of the Lands than is reasonably necessary to conduct its operations. This Agreement does not in any way limit the rights of Operator to drill future additional Wells with associated Facilities and Access Roads on the Lands or to exercise all rights consistent with its mineral ownership or lease rights.

#### **5. OPERATIONS ON OTHER LANDS.**

Owner acknowledges that Operator now owns, or may in the future acquire, oil and gas leasehold rights covering lands adjacent to or in the vicinity of the Property (the "Other Lands"), which may not be pooled with the Property. Notwithstanding anything in this Agreement to the contrary, in addition to Operator's rights of access and use granted herein for purposes relating to Operator's Operations on the Property or lands pooled therewith, Owner hereby grants Operator all of the same rights of access and use for purposes relating to Operator's Operations on the Other Lands, or lands pooled therewith, including, but not limited to, the rights of surface and subsurface ingress, egress and access to the Property and such easements and rights-of-way on, over, under and across the Property, and the right to construct and access Pads, New Roads and Lines on the Property, and the right to use Existing Roads on the Property, in each case as may be necessary or convenient for Operator's Operations on the Other Lands, or the lands pooled therewith. Operator shall compensate Owner for such access and use in connection with the Other Lands on the same terms and conditions set forth in this Agreement, provided however, that to the extent a Pad, New Road or Line is used in connection with operations on both the Property and Outside Lands, Operator shall be obligated to pay Owner for only one such usage.

#### **6. CONDUCT OF OPERATIONS.**

Operator's operations on the Lands will be conducted pursuant to the terms of the Leases, this Agreement, the rules and regulations of the Colorado Oil & Gas Conservation Commission ("COGCC"), applicable Colorado statutes and case law, and any applicable federal statutes and case law. This Agreement does not create in Owner a private right to enforce the rules and regulations of the COGCC.

#### **7. COMPENSATION AMOUNT.**

The Parties acknowledge that Operator will provide Owner with certain good and valuable consideration, as described in that confidential Letter Agreement of even date herewith, prior to the commencement of drilling operations for each Well drilled which consideration is agreed to be and constitutes full, complete and final consideration for settlement and complete satisfaction for any and all detriment, depreciation, injury, or damage of any nature to the Lands or crops growing thereon that may occur as a result from Operator's operations pursuant to this Agreement or the Leases. Subsequent operations related to the Wells including but not limited to refracs, recompletions, deepening, or

redrilling, except in case of emergency, shall require prior notice to Owner. Operator shall pay Owner actual damages caused by said subsequent operations.

#### **8. ADDITIONAL SURFACE USE PROVISIONS, ACCESS ROADS, AND FACILITIES.**

With respect to its operations on the Lands, Operator and Owner will comply with the following provisions:

##### **A. Access Roads:**

(i) Owner shall provide Operator with continuous access to the Lands, Wells, Facilities and all associated oil and gas operations, equipment and areas associated therewith.

(ii) Operator will maintain all Access Roads in good repair and condition, and in accordance with COGCC regulations, state laws, and other applicable regulatory or statutory frameworks.

##### **B. New Roads:**

Operator shall be entitled to use any existing roads located on the Property ("Existing Roads") in connection with its operations. New Roads constructed by Operator shall be limited to approximately thirty (30) feet in width unless wider roads are required by Weld County for emergency vehicle access. The right to use any New Road or Existing Road shall be exclusive to Operator, provided that Owner reserves the right to use any Existing Road or New Road on the Property for the Owner's purposes, so long as such use by Owner does not interfere with or impair Operator's Operations. Operator shall be responsible for maintaining all New Roads and any Existing Roads utilized by Operator, at Operator's sole cost and expense. Should Operator damage any Existing Road, fence or gate, Operator shall immediately repair the same to Owner's reasonable specifications at Operator's own expense.

##### **C. Lines:**

All Lines shall be buried below three (3) feet in depth and Operator shall, when reasonably practical, place all Lines in the same trench and along and adjacent to Existing Roads and/or New Roads. Operator may install as many Lines in a trench as it desires. The Property disturbed during installation, maintenance, or replacement of any Line shall be limited to approximately ninety (90) feet in width, reverting to thirty (30) feet in width upon completion of installation, maintenance or replacement operations.

##### **D. Surface Restoration:**

Operator agrees that immediately subsequent to the termination of the Easement, right-of-way, and Surface Use Agreement or abandonment of drilling and production activities that it will restore all lands utilized for such activities by removing all equipment from the lands, draining and hauling off the contents of any pits, restoring the lands to their former contours and conditions and backfilling all topsoil. On grasslands, the Operator shall successfully replant all disturbed areas with a seed mixture to be selected by the Owners, to fence off all newly seeded areas at the request of the Owners, and to remove such fencing at the Owners' request at such time as the grass is capable of sustaining livestock grazing. The Operator shall, at the request of the Owners, remove all gravel or other aggregate used for improving the existing or new roads and to reseed the subject areas as hereinabove described. The Operator shall not be required to perform any restoration upon the roads selected by the Owners to remain for the Owners' continued use.

Notwithstanding any other provisions as herein contained, the Operator shall be responsible for all death or injury to livestock resulting from the Operator's use of the premises. In addition to any other damages provided herein, the Operator shall assume and satisfy all forfeitures, penalties, and reimbursements required in the event the Operator's activities upon the lands result in a breach of the Conservation Reserve Program contracts upon the lands. Further, the Operator shall be responsible to reimburse the Owners for all CRP payments through the end of the existing contracts, which payment shall be calculated and paid in one lump sum payment.

The Operator shall be responsible to prevent all wind and water erosion occurring as a result of the Operator's activities upon the lands.

**E. Other:**

(i) Operator will install culverts on the Lands that may be necessary to maintain drainage and irrigation in a manner equivalent to conditions upon the Lands immediately prior to operations as nearly as is reasonably practicable.

(ii) If by reason of the negligence of the Operator in the conduct of its operations pursuant to this Agreement or the Leases, there is damage to personal property of the Owner, including, but not limited to, irrigation wells, fences, culverts, bridges, pipelines, ditches, or irrigation systems, and for which Owner has not been previously compensated under this Agreement, Operator will repair or replace such items after consultation with and to the reasonable satisfaction of the Owner. Owner will notify Operator of any items damaged after the Wells have been drilled and completed and Operator will repair or replace such items within 30 days of notice, unless otherwise agreed to by the Owner and Operator.

(iii) Operator agrees that all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Lands that are not necessary for continued operations of the Wells will be removed and disposed away from the Lands no later than 30 days after the completion of the Wells. No such items will be burned or buried on the Lands.

(iv) During drilling operations the well sites and any pits shall be fenced if requested by Owner. Additionally, the well sites shall be kept free and clear of all noxious weeds, unsightly growth and trash either during drilling operations or after completion and production.

(v) Operator agrees to fence off the perimeter of the well sites with temporary fencing if reasonably requested by Owner. Operator will also install cattle guards or gates where reasonably necessary.

(vi) If any of the Lands disturbed by Operator's use are subject to a Conservation Reserve Program contract (CRP) thereby causing the termination of the CRP contract or any part thereof and/or the assessment of fines, penalties or refunds of prior payments Operator shall save and hold the Owner harmless from the payment of the same and shall reimburse the Owner for all lost rents through the end of the CRP contract.

**9. DEFAULT AND RIGHT TO CURE.**

In the event of alleged default by Operator in the payment of any Compensation Amount, in obligations to be performed, or any other terms, conditions or covenants of this Agreement, Owner will notify Operator, by certified mail, return receipt requested, of the alleged default. Operator will have 60 days from receipt of the written notification in which to dispute or otherwise respond to the notification before Owner may pursue other remedies of the alleged default. If Operator cures the alleged default within 60 days of Owner's notice, or if the alleged default is of a nature that cannot be cured within 60 days, then if Operator commences curing the alleged default within that 60 day period and diligently pursues such cure, then no default shall be deemed to have occurred.

Except as otherwise agreed in writing, no waiver by Owner of any breach by the Operator of any of its obligations, agreements, or covenants hereunder will be deemed to be a waiver of any subsequent or continuing breach of the same, nor will any forbearance by Owner to seek a remedy for any breach by the Operator be deemed to be a waiver by Owner of its rights or remedies with respect to such breach.

Any damages awarded to either party under this Agreement shall be limited to only the actual damages incurred by such party, and neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages in tort or in contract, or under any legal theory, and all such damages are hereby excluded and waived by the Parties and the exercise of the rights of any party hereunder.

**10. INDEMNITY/RELEASE.**

Owner hereby releases and agrees to hold harmless Operator, its agents, successors and assigns from any and all liability and further payment, other than what has been provided in this Agreement, for damages on the Lands which arise from, out of or in connection with the Operator's operations on the Lands, but only as to those operations described in and permitted by this Agreement, and for those operations which the Compensation Amount has been paid and received by Owner pursuant to this Agreement.



Operator hereby releases and agrees to hold harmless Owner from any and all liability arising from Owner's non-negligent operations on the Lands.

Operator agrees to indemnify and hold Owner harmless from any and all claims, damages and causes of action arising out of and caused by Operator's operations on the Lands that may be asserted by any of Operator's agents, employees, subcontractors, contractors or persons entering upon the Lands at the request of Operator; with the exception of any claims, damages, and causes of action that arise from Owner's gross negligence or willful and wanton misconduct.

Owner agrees to indemnify and hold Operator, its agents, successors and assigns harmless from any and all claims, damages and causes of action arising out of and caused by Owner's operations on the Lands that may be asserted by any of Owner's agents, employees, subcontractors, contractors or persons entering upon the Lands at the request of Owner; with the exception of any claims, damages, and causes of action that arise from Operator's gross negligence or willful and wanton misconduct.

A. Owner shall not object or protest any Application for Permit to Drill (Form 2) and Oil and Gas Location Assessment (Form 2A) filed by Operator with the COGCC. Subject to this Agreement, Owner agrees to allow Operator to locate the Wells and Facilities anywhere on the Lands.

B. Owner hereby waives any right granted by COGCC rule to comment on the Form 2A, to request an extension of the comment period, to request an onsite inspection pursuant to COGCC policy, and to appeal the approval and issuance of the Form 2A, and any related Form 2.

C. Owner shall not oppose Operator, its agents, consultants, attorneys, successors and assigns in any COGCC or other administrative or governmental proceedings related to Operator's operations, including but not limited to permitting, formation of drilling units, well spacing, well density, pooling, drilling, completion, stimulation, re-stimulation, workovers, deepening and recompleting, provided that Operator's position and contemplated undertakings in such proceedings are consistent with this Agreement. Owner will provide Operator, its agents, consultants, attorneys, successors and assigns with any and all written support they may reasonably require to obtain permits from the COGCC or other applicable governmental body.

D. Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units, occupied buildings, and surface property lines, among other things. Owner hereby waives its right to object to the location of any Well, Access Roads and Facilities on the basis of setback requirements in the rules and regulations of the COGCC, including, but not limited to, the 150 foot setback from surface property lines and other requirements of rules 603.a.(2), and 604.a, except that the Parties intend to rely upon one or more exceptions of rule 604.b of the rules and regulations of the COGCC relating to property lines and urban mitigation areas or designated outside activity areas, as those terms may change or be defined and amended from time to time. For the operations contemplated by this Agreement, Owner hereby waives the Exception Zone, Buffer Zone, Urban Mitigation Area, and High Occupancy Building setback distances, as required by COGCC rules and regulations.

E. Owner grants consent to locate the Wells greater than 50 feet from an existing well pursuant to COGCC Rule 318A.c. Owner grants consent to locate Wells outside of the GWA windows as defined in COGCC Rule 318A.a.

F. Owner understands that Operator may provide a copy of this Agreement to the COGCC in order to obtain a waiver, exception location, or variance from the COGCC rules or from a local jurisdiction.

#### 11. NOTICES.

Subject to the terms, conditions, and covenants of this Agreement written Notice by either Party will be promptly served to the other Party by United States mail, postage prepaid and addressed to either Party, or to such other place as either Party may from time to time designate by notice to the other, at the following addresses:

Owner

Marilyn Samber  
14311 Dakota Road  
Sterling, CO 80751  
Phone: (970) 520-4953

Operator

Bison Oil & Gas II, LLC  
518 17<sup>th</sup> Street, Suite 1800  
Denver, CO 80202  
Phone: 720-644-6997

Attn: Land Department

Owner agrees to notify any surface tenant or other third party that may be affected by Operator's operations on the Lands and Owner may allocate the payments made hereunder with such surface tenant as mutually agreed upon between themselves. Neither this Agreement nor any operations arising hereunder shall create any rights, obligations or liability between Operator and such third parties.

**12. BINDING EFFECT.**

The terms, conditions, covenants, and provisions of this Agreement will inure to the benefit of and will be binding upon the Parties hereto, their respective heirs, agents, representatives, successors or assigns.

**13. RECORDING.**

The Parties agree Operator may record this Agreement in the real estate records of the county in which the Lands are located.

**14. ENTIRE AGREEMENT.**

Except for that certain Letter Agreement of even date herewith between Owner and Operator, this Agreement contains the entire agreement between the Parties and may not be modified orally or in any other manner other than by written agreement signed by all Parties or their successors or assigns.

**15. LETTER AGREEMENT.**

The Owners and Operator shall execute a confidential Letter Agreement, dated of even date herewith, containing the terms and conditions of the Compensation Amount arising under this Agreement.

**16. REASONABLE ACCOMMODATION.**

Owner acknowledges uses and operations upon the Lands by Operator under this Agreement are in full satisfaction of the requirement that Operator conduct its oil and gas operations in a manner that accommodates Owner. Owner further acknowledges Operator's uses and operations upon the Lands as provided herein constitute "Reasonable Accommodation" by Operator, its agents, consultants, successors and assigns as provided for under Colorado Revised Statute 34-60-127.

**17. ADVICE TO TENANTS.**

Owner agrees to contact any and all tenants of the Lands or any other third parties utilizing the surface of the Lands that may be affected by Operator's activities on the OGOA. It will be Owner's sole responsibility to advise such third parties of the existence of this Agreement.

**18. TERMINATION.**

This Agreement will terminate concurrently with the Leases as they relate to Operator's or its affiliates' rights to explore, drill, and produce oil, natural gas, and associated hydrocarbons from the Lands or lands pooled or unitized therewith or as otherwise provided herein. No act or failure to act on the part of the Operator shall be deemed to constitute an abandonment or surrender of this Agreement or of any part of it, except upon recordation by Operator of an instrument specifically terminating this Agreement. To the extent a moratorium or a restrictive governmental law, rule or regulation prevents a Party from performing the operations herein described, this Agreement shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place. Notwithstanding the termination of this Agreement, Operator may access the Lands to plug and abandon the Wells and to reclaim the Lands as provided in this Agreement and the Leases and for such other purposes as necessary to comply with any law, rule, or regulation governing Operator's operations.

**19. COUNTERPARTS.**

This Agreement may be executed by facsimile or electronic mail, in counterparts, each of which will be considered an original and enforceable against either Party.

**20. GOVERNING LAW AND VENUE.**

This Agreement will be governed by, construed and enforced in accordance with the laws of Colorado. Venue shall be deemed to be in the county where the Lands are located.

**21. AUTHORITY OF SIGNATORIES.**

The signatories below declare, warrant and represent that they have the authority to enter into this Agreement on behalf of their respective principals, if any

**22. SUCCESSORS.**

This Agreement constitutes an easement, right-of-way, and covenant running with the Lands and will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective agents, consultants, affiliates, administrators, trustees, heirs, executors, successors or assigns.

**23. ATTORNEYS' FEES.**

If any action or proceeding is instituted by either party for enforcement or interpretation of any term or provision of this Agreement, the prevailing party pursuant to a final judgment of a court of competent jurisdiction shall recover from the other party, and the other party shall pay, the prevailing party's reasonable attorneys' fees and costs as determined by the court.

**24. EXCLUSIVE VENUE.**

The Parties agree that the exclusive venue for any litigation arising from this Agreement shall be the District Court of Weld County Colorado.

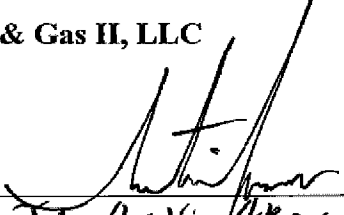
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first written above.

*(The remainder of this page is intentionally left blank).*

ACKNOWLEDGMENTS

Operator:

**Bison Oil & Gas II, LLC**

By:   
Name: John Austin Akers  
Title: CEO

Owner:

**Vicki Jo Schaaf**

By: \_\_\_\_\_

Owner:

**Charlotte J. Norgren**

By: 

Owner:

**Marilyn J. Samber**

By: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Vicki Jo Schaaf, an individual.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public

*(The remainder of this page is intentionally left blank).*

ACKNOWLEDGMENTS

Operator:

**Bison Oil & Gas II, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Owner:

**Vicki Jo Schaaf**

By: Vicki Jo Schaaf

Owner:

**Charlotte J. Norgren**

By: \_\_\_\_\_

Owner:

**Marilyn J. Samber**

By: Marilyn J. Samber

STATE OF Colorado )  
 )ss.  
COUNTY OF Morgan )

The foregoing instrument was acknowledged before me on this 12<sup>th</sup> day of September, 2018, by Vicki Jo Schaaf, an individual.

Witness my hand and official seal.

My commission expires: 4-9-2022

(SEAL) 

<b>THERESA RAYE</b> <b>NOTARY PUBLIC</b> <b>STATE OF COLORADO</b> NOTARY ID 19984034797 MY COMMISSION EXPIRES 4-9-2022
--

Theresa Raye  
Notary Public

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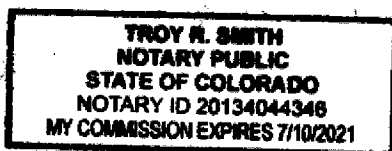
STATE OF Colorado )  
COUNTY OF Weld )ss.

The foregoing instrument was acknowledged before me on this 7<sup>th</sup> day of September, 2018, by Charlotte J. Norgren, an individual.

Witness my hand and official seal.

My commission expires: 7/10/2021

(SEAL)



[Signature]  
Notary Public

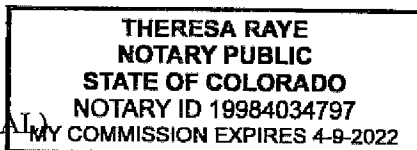
STATE OF Colorado )  
COUNTY OF Morgan )ss.

The foregoing instrument was acknowledged before me on this 6<sup>th</sup> day of September, 2018, by Marilyn J. Samber, an individual.

Witness my hand and official seal.

My commission expires: 4-9-22

(SEAL)



[Signature]  
Notary Public

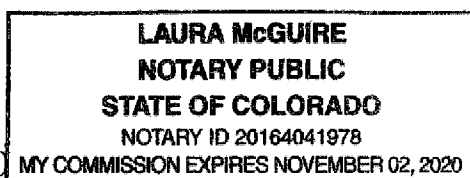
STATE OF COLORADO )  
COUNTY OF DENVER )ss.

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of September, 2018, by John Austmeters, acting as CEO on behalf of Bison Oil & Gas II, LLC.

Witness my hand and official seal.

My commission expires: 11/2/2020

(SEAL)

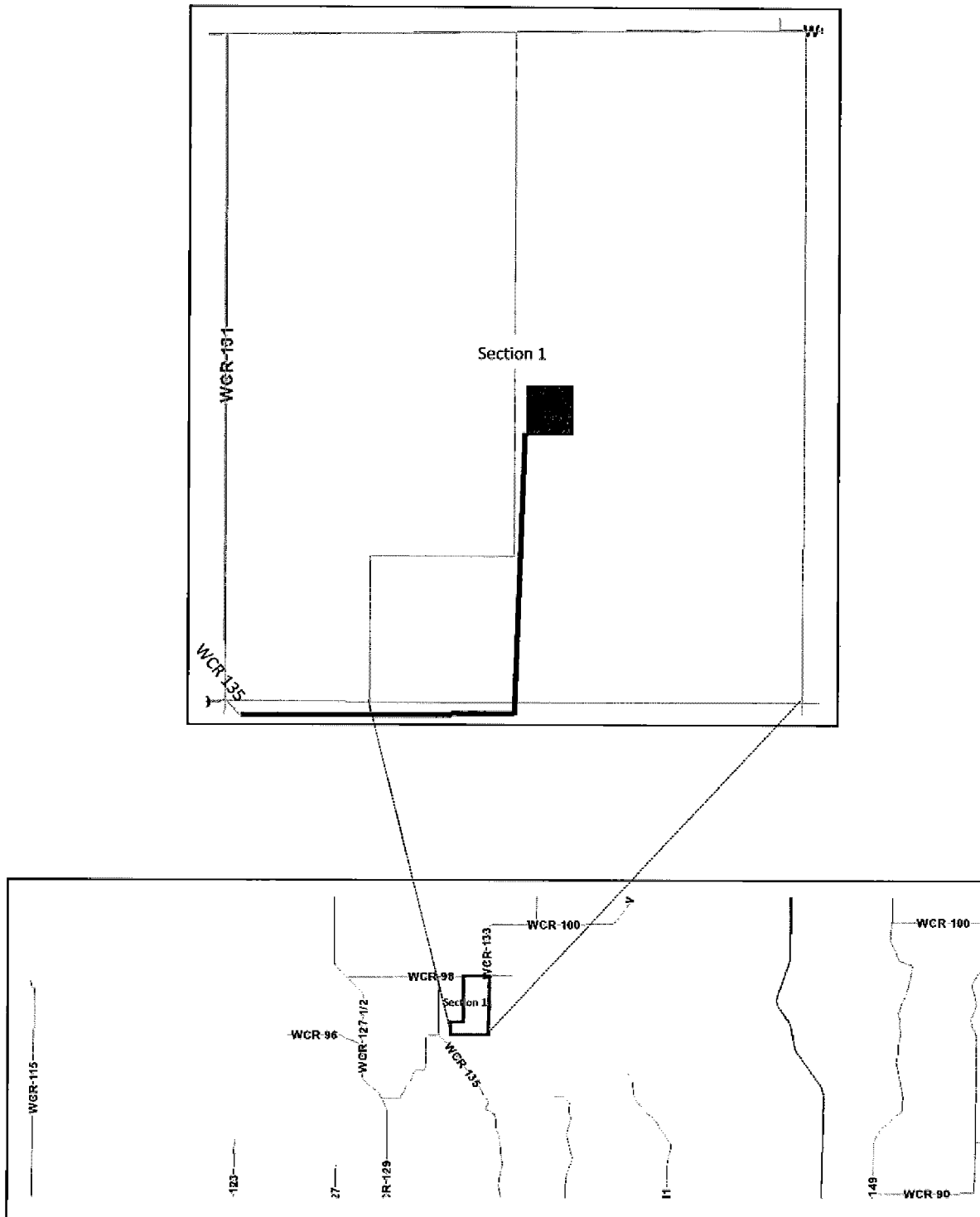




[Signature]  
Notary Public



**EXHIBIT "A"**

Township 8 North, Range 58 West 6<sup>th</sup> P.M.  
Weld County, Colorado



 = Proposed Pad Location       = Access Road/Pipeline Easement

FORM 88 - (PRODUCERS)

**OIL & GAS LEASE**

Lease No.

THIS OIL AND GAS LEASE "Lease" is made and entered into this 16th day of January, 2019 by and between **Equity Trust Company, Custodian FBO Joe E. Amen SEP-IRA #063338, represented herein by Matthew Collier, Corporate Alternate Signer** whose mailing address is 3991 CR 47, Hudson, CO 80642 hereinafter called Lessor (whether one or more), and **DPOC, LLC, a Delaware Limited Liability Company** whose mailing address is 1400 16th St, Suite 300, Denver, CO 80202, hereinafter called Lessee:

WITNESSETH, that for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid by Lessee, the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter contained, Lessor and Lessee agree as follows:

**1. LEASING CLAUSE.** Lessor does hereby grant, demise, lease and let unto the said Lessee, exclusively, its successors and assigns, the following described land for the purpose of prospecting, investigating, drilling, injecting, mining, operating for, exploring for by geological, geophysical and other exploratory methods, including core drilling, producing, saving and marketing of oil, gas, liquid hydrocarbons, and their constituent parts, including, but not as a limitation, gas condensate, gas distillate, casinghead gas, casinghead gasoline, coal bed methane gas, gob gas and all other gases whether similar or dissimilar, produced in a gaseous state, as well as other minerals and substances produced in connection with oil and gas operations hereunder, or as a by-product of oil and gas (collectively and/or individually hereinafter referred to as "Leased Substances"), and the exclusive right to drill, maintain, operate, cease to operate, plug, abandon, and remove wells, material and equipment, the right to complete, stimulate, fracture and inject gas, air, waters, brine and other fluids and substances into the subsurface strata, along with the right to convert any well into an approved disposal well, together with all rights of way, easements and use of the surface as is necessary or convenient for such operations and for the use or installation of pipe lines, flow lines, and other underground lines to gather, remove or otherwise transport the Leased Substances, electric power, telephone and other communication lines, building tanks, power houses, stations, ponds, roadways and other fixtures or structures for producing, treating, storing and caring for such products, the right to use oil, gas, and non-domestic water sources, free of cost, and any and all other rights and privileges necessary, incident to or convenient in the economical or efficient operation of said land, or lands pooled therewith or adjacent thereto, together with any reversionary rights therein or rights hereafter vested in Lessor; said tract of land being situated in the County of Weld, State of Colorado described as follows, to-wit:

**Township 09 North, Range 58 West of the 6th P.M.**

**Section 24: The West Half of the Southwest Quarter (W/2 SW/4)**

**Section 25: The West Half of the Northwest Quarter (W/2 NW/4)**

and containing **160.000000** acres, more or less (said lands are hereinafter referred to as "Leased Premises"). In addition to the lands described above and as part of the Leased Premises, Lessor hereby grants, leases and lets exclusively unto Lessee, to the same extent as if specifically described, lands which are owned or claimed by Lessor by one of the following reasons: (1) all lands and rights acquired or retained by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located. Lessor shall execute any supplemental or correctional instrument or further documents necessary to fulfill the purpose of this Lease as requested by Lessee including, without limitation, more complete or accurate descriptions of said land.

**2. LEASE TERM.** This Lease shall remain in full force and effect, subject to the provisions herein contained, for a term of Three (3) Years from January 16th, 2019 (hereafter called "Primary Term") and as long thereafter as any Leased Substances are being produced in paying quantities from the Leased Premises or lands pooled, unitized or communitized with all or a portion of the Leased Premises or this Lease is otherwise maintained in effect.

**3. CONTINUOUS OPERATIONS.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the Leased Premises or lands pooled, unitized, or communitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of this Lease or the action of any governmental authority, then in the event this Lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further Operations, as defined below, for reworking an existing well, drilling an additional well or otherwise obtaining or restoring production on the Leased Premises or lands pooled, unitized, or communitized therewith within 180 days after completion of Operations on such dry hole or within 180 days after such cessation of all production. If on or after the expiration of its Primary Term this Lease is not otherwise being maintained in force, but Lessee is either: (a) then engaged in Operations; or (b) has been engaged in Operations within 180 days prior to such date, then this Lease shall remain in force so long as any one or more Operations are prosecuted with no interruption of more than 180 consecutive days; provided, however, the interruption between the date a drilling rig capable of drilling to the objective depth is moved off location and the commencement of Completion Activities, as defined below, may be up to 360 days. If any such Operations or Completion Activities result in the production of Leased Substances, this Lease will remain in force for as long thereafter as there is production in paying quantities from the Leased Premises or lands pooled, unitized, or communitized therewith. The term "Operations" means any activity conducted on or off the Leased Premises that is reasonably calculated to obtain or restore production, including, without limitation, (i) drilling or any act preparatory to drilling (such as obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) Completion Activities; (iv) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the Leased Premises; (v) contracting for marketing services and sale of oil, gas, and associated substances; and (vi) construction of water disposal facilities and the physical movement of water produced from the Leased Premises. The term "Completion Activities" means activities or operations, commenced after a drilling rig is moved off location, that are intended to complete a well as a producer of Leased Substances including, but not limited to, obtaining casing, the setting of production casing, perforating, well stimulation, hydraulic fracturing, or production testing conducted in such operations. The term Completion Activities also includes all activities related to multi-stage completions of a well.

**4. OPTION TO EXTEND PRIMARY TERM.** In the absence of any other condition which may extend this Lease beyond its Primary Term, Lessor hereby grants to Lessee, its successors or assigns, the right and option to extend the Primary Term of this Lease, as to part or all of the Leased Premises covered hereby, for one additional term of Two (2) Years from the expiration of the Primary Term of this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the Primary Term of this Lease, Lessee pays or tenders to Lessor or to Lessor's credit an amount equal to 100.00% of the original amount paid per net mineral acre for the lands associated with this lease, then multiplied by the number of net mineral acres owned by Lessor or assigns at the time such option to extend is exercised. Should Lessee, its successors or assigns, exercise its option to extend the Primary Term of this Lease, then this Lease and all its provisions shall remain in full force and effect as to the lands to which the extended lease applies.

**5. PAYMENTS TO LESSOR.** In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

- A. **PAID-UP LEASE:** This Lease is a paid-up lease, and Lessee has no obligation to make annual rental payments to Lessor over and above the consideration stated above and the production royalty payments described below.
  - B. **OIL ROYALTY:** For all oil and other liquid hydrocarbons that are physically produced and saved from the Leased Premises, or lands pooled, unitized or communitized therewith, and if Lessor provides at least 60 days advance written notice to Lessee that Lessor wishes to take its royalty share of such oil and other liquid hydrocarbons in-kind, which election may not be exercised more than once per calendar year, Lessor shall receive **18.75%** (such percentage is the "Royalty Percentage") of such production, to be delivered to Lessor at the pipeline connection or storage tanks installed by Lessor. If Lessor does not provide Lessee with written notice of its election to take its Royalty Percentage of such oil and other liquid hydrocarbons in-kind (or otherwise does not, or is unable to, take its Royalty Percentage of such oil and other liquid hydrocarbons in kind), then Lessor expressly authorizes Lessee to either (1) sell the Royalty Percentage of such oil and other liquid hydrocarbons to a third party or (2) purchase the Royalty Percentage of such oil and other liquid hydrocarbons in the field based on the comparable sales method whereby the purchase price is equal to the weighted average sales price in the field of all Lessee's oil and other liquid hydrocarbons produced from the field of similar grade and gravity. Lessor shall receive its (i) Royalty Percentage of the sales proceeds actually received by Lessee as to clause (1), or (ii) sales proceeds from Lessee's purchase as to clause (2), less, in the case of clauses (i) or (ii), Lessor's Royalty Percentage of all Post-Production Costs (defined below), and Lessor's Royalty Percentage of all production, severance, conservation, ad valorem, excise, or other taxes. Lessor acknowledges that there is a both an intrastate and interstate market in the field for oil and other liquid hydrocarbons.
  - C. **GAS ROYALTY.** For all Leased Substances other than oil and other liquid hydrocarbons that are physically produced and saved from the Leased Premises, or lands pooled, unitized or communitized therewith, and sold, Lessor shall receive **18.75%** (such percentage is the "Royalty Percentage") of the sales proceeds actually received by Lessee or, if applicable, its affiliate, as a result of the first sale of the affected production, less the Royalty Percentage of all Post-Production Costs and the Royalty Percentage of all production, severance, conservation, ad valorem, excise, or other taxes. The term "Post-Production Costs" means all costs incurred by Lessee or its affiliates from and after the wellhead (whether netted or separately billed) including, without limitation, all costs of gathering, marketing, compression, dehydration, transportation (including transportation from one recognized market to another, if any), removal of liquid or gaseous substances or impurities from the affected production, and any other treatment or processing required by the first party who purchases the affected production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream of the point of sale. Lessor shall not be entitled to any royalty on any Leased Substances used by Lessee on or off the Leased Premises or for that portion of the Leased Substances used as fuel or lost due to shrinkage, flaring, venting, line loss or otherwise. Lessee or its affiliates have the right to construct, maintain, and operate any facilities providing some or all of the services identified as Post-Production Costs. If this occurs, the actual costs of such facilities shall be included in the Post-Production Costs as a per barrel or per mcf charge, as appropriate, calculated by spreading the construction, maintenance and operating costs for such facilities over the reasonably-estimated total production volumes attributable to the well or wells using such facilities.
  - D. **SHUT-IN ROYALTY:** If at any time, either before or after the expiration of the Primary Term of this Lease, or any extension thereof, there is a well determined by Lessee to be capable of producing Leased Substances on the Leased Premises, or on other lands pooled, unitized or combined therewith, but the well is shut-in for any reason, whether before or after production therefrom, and this Lease is not being maintained otherwise as provided in Paragraph 2 herein, this Lease shall not expire and shall remain in full force and effect (unless released by Lessee) and it shall nevertheless be considered that Leased Substances are being produced from the Leased Premises during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the Leased Substances capable of being produced from such shut-in well, but shall be under no obligation to market the Leased Substances under terms, conditions or circumstances which, in Lessee's sole judgment, exercised in good faith, are unsatisfactory. When this Lease is continued in force in this manner, Lessee shall pay or tender to Lessor an amount equal to Five Dollars per net mineral acre per year until production is marketed and sold off the Leased Premises, or from lands pooled, unitized or combined therewith, or until such well is plugged and abandoned. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of 90 days from the date the well was shut-in, unless prior to such date Leased Substances from the well is sold or used or this Lease is otherwise maintained as provided in Paragraph 2 herein. The term "shut-in royalty payment date" means the anniversary date of this Lease. In the absence of production and notwithstanding the provisions of this provision, shut-in royalty payments shall not serve to extend this Lease more than three consecutive years from the date the well was shut-in. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render Lessee liable for the amount due but it shall not operate to terminate this Lease.
  - E. **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands within the Leased Premises, at the completion of activities on the Leased Premises. Furthermore, Lessee shall repair or replace any damaged improvements and pay for the loss of growing crops and/or marketable timber, which are caused by or in any manner arising directly from Lessee's Operations, or the Operations of contractors, subcontractors, or others at Lessee's direction or with its consent on the Leased Premises.
- 6. MANNER OF PAYMENT.** Lessee shall make or tender all payments hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment that is tendered by postal service or any comparable courier (e.g., Federal Express) is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) by the next business day is considered timely for all relative purposes herein.

**7. CHANGE IN OWNERSHIP.** The interest of either Lessor or Lessee hereunder may be assigned, devised, or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successor and assigns. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no change in the ownership of the Leased Premises, or any portion thereof, or the right to receive royalties or other payments hereunder, or any interest therein, however accomplished, shall be binding on Lessee until 60 days after Lessee has been furnished with written notice thereof, together with the original or duly authenticated copies of the documents establishing change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each. No change in Lessor's ownership shall have the effect of diminishing the rights or enlarging the obligations of Lessee hereunder.

**8. TITLE.** Lessor hereby warrants generally and shall defend title to the Leased Premises and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, any payments, including without limitation, royalty payments or shut-in royalty payments for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises. To the extent any royalty or other payment attributable to the mineral estate covered by this Lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

**9. DISCHARGE OF LIENS.** Lessee may, at its option, pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any or all of the Leased Premises; and Lessee shall be entitled to recover from the debtor, with reasonable legal costs, by deduction from any future payments to Lessor or by any other lawful means.

**10. CHARACTERIZATION OF AGREEMENT.** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor acknowledges that the payment terms, as set forth herein, and any bonus payments paid to Lessor, constitute full consideration for this Lease, and Lessor will not seek to undermine or nullify the terms of this Lease based upon any provision agreed to herein. Lessor further acknowledges that such payment terms and bonus payments are final, and Lessor will not seek to amend or modify the lease payments, seek additional consideration or register any complaint based upon any differing terms which Lessee has or will negotiate with any other lessor and/or oil and gas owner.

**11. POOLING.** Lessee, at its option is hereby granted the right, but not the obligation, from time to time as a recurring right, whether before or after the commencement of Operations, to pool, unitize, communitize or combine all or any portion of the Leased Premises and the mineral estate, as to any one or more of the formations thereunder, with other lands, whether contiguous or not contiguous, leased or unleased, whether owned or controlled by Lessee or others, when in Lessee's sole judgment it is necessary or advisable to do so in order to promote conservation, orderly development and prevent waste of the Leased Substances. Any pooling hereunder may cover all oil and gas, or any one or more of the Leased Substances and may cover one or more or all zones or formations underlying all or any portion or portions of the Leased Premises. The forming or reforming of any unit may be accomplished by Lessee executing and filing of record a declaration of such pooling, 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 have theretofore been commenced. Operations associated with a unit, or a well shut in for any reason anywhere on a unit which includes all or part of this Lease, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such Operations were conducted upon the Leased Premises whether or not such well is located upon, or such Operations are conducted upon said lands. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled royalties only on the portion of production allocated to this Lease. Such allocation shall be that proportion of the unit production that the total number of net acres covered by this Lease and included in the unit bears to the total gross acreage in such unit, but only to the extent such proportion of unit production is sold by Lessee; for such purposes, Lessee may, at its option, definitively rely on the acreage calculations of the local property tax assessment authorities. In addition to the foregoing, Lessee shall have the right to pool, unitize or combine all or any part of the Leased Premises 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. Lessee shall also have the right, but not the obligation, from time to time, while this Lease is in force, to modify or terminate any prior declaration of pooling by either increasing or decreasing the size of the pooled unit, provided, however, that this right may be exercised only to the extent that such modification or termination will result in pooled units of a size equal to any spacing pattern established by governmental regulation or order for the lands involved. Lessee may also, but is not obligated to, terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no Operations are being conducted thereon. If the Leased Premises 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. Lessee shall not be required to obtain Lessor's consent to any unit, cooperative or unit plan of development or operation adopted by Lessee, whether approved by any governmental agency or formed by contract right.

**12. DEFAULT LIMITATION OF FORFEITURE.** No litigation, civil action or proceeding shall be initiated by Lessor for damages, termination, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 60 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to substantially remedy the breach or default within such period. In the event any matter is litigated and there is a final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or cancelled in whole or in part unless and until Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to substantially do so. This Lease shall remain in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of any dispute.

**13. LEASE DEVELOPMENT.** There is no covenant to drill, prevent drainage, further develop or market production from the Leased Premises within a certain time frame, and there shall be no termination, forfeiture or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

- 14. FORCE MAJEURE. All express provisions or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When Operations, or Lessee's fulfillment of its obligations hereunder, are prevented, interrupted or delayed, whether before or after the expiration of the Primary Term, by such laws, rules, regulations or orders, including without limitation, municipal, county, state, federal or tribal regulations, rules, mandates or orders which, directly or indirectly, suspend, prohibit or delay Operations in connection with hydraulic fracturing or activities thereto, or by inability to obtain necessary permits, drilling rigs, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, inability to obtain an operations rig, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof, anything in this Lease notwithstanding. Lessee shall not be liable for breach of any provisions or implied covenants of this Lease when Operations are so prevented or delayed.
- 15. SURRENDER. Lessee may, at any time and from time to time, deliver to Lessor and file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligations shall be proportionately reduced in accordance with the net acreage interest retained hereunder, provided however, that any rights granted to Lessee by this Lease, including the rights-of-way and easements, and the right to penetrate any and all depths and formations underlying the Leased Premises, shall continue to the extent necessary for the efficient and convenient operation of the interest retained by Lessee.
- 16. RIGHT OF FIRST REFUSAL. If, during the Primary Term of this Lease, or any continuation thereof, Lessor receives any bona fide offer from a third party to purchase from Lessor a top lease covering all or any part of the Leased Premises, with such top lease to become effective upon expiration of this Lease, which Lessor is willing to accept from the offering party, Lessor shall notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered, the royalty offered, as well as a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of such lease offer. Lessee, for a period of 30 days after the receipt of said written notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions contained in the third-party offer. All offers made, up to and including the last day of the Primary Term of this Lease, or any continuation thereof, shall be subject to the terms and conditions of this paragraph. Should Lessee elect to exercise its right and option as herein provided, Lessor and Lessee shall, immediately thereafter, take all cooperative steps necessary to effectuate the consummation of said transaction. Any lease granted by Lessor in violation of this provision shall be null and void.
- 17. PIPELINES AND BUILDING ZONE. Lessee shall bury any pipelines constructed or installed by Lessee on the Leased Premises at least four feet deep when requested, in writing, by a lessor owning an interest in the surface. No well shall be drilled nearer than 500 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located.
- 18. GOVERNING LAW. This Lease shall be interpreted and construed according to, and governed by, the laws of the State of Colorado, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the State of Colorado shall have jurisdiction to hear any dispute under this Lease. EACH PARTY (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS REPRESENTATIVES) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THIS LEASE.
- 19. ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein. No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to execute or modify this Lease.
- 20. SEVERABILITY. This Lease is intended to be in conformity with all laws, rules, regulations and orders and interpreted as such. If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Lease shall remain in full force and effect. Any provision of this Lease held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- 21. CAPTIONS. The captions in this Lease are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Lease.
- 22. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. Should any one or more of the parties above named as Lessor fail to execute this Lease, it shall nevertheless be binding upon all Lessors whose signatures are affixed hereto. If this Lease is delivered by e-mail delivery of a ".pdf" or similar format, such signature shall create a valid and binding obligation of that party as if the delivered signature page were an original hereof. With respect to and for the purpose of this Lease, Lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

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

Equity Trust Company, Custodian FBO Joe E. Amen SEP-IRA #063338, represented herein by Matthew Collier, Corporate Alternate Signer

Matthew Collier
MATTHEW COLLIER
Corporate Alternate Signer
Matthew Collier, Corporate Alternate Signer

ACKNOWLEDGMENT FOR LESSOR(S)

STATE OF Ohio )
) ss.
COUNTY OF Cuyahoga )

Before me, the undersigned, a Notary Public in and for said County and State on this 5 day of March, 2019, personally appeared Matthew Collier, Corporate Alternate Signer for Equity Trust Company, Custodian FBO Joe E. Amen SEP-IRA #063338, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires: JENNIFER GIBBONS
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
May 4, 2022

Notary Public

**OIL AND GAS LEASE  
Rental Lease**

TAXPAYER #61-1659350

RC-0015888-5-0

LEASE NUMBER: 08-123-18-026

AGREEMENT, Effective as of October 23, 2018, by and between: CoBank, FCB, a federally chartered instrumentality of the United States, P.O. Box 2940, Wichita, Kansas, 67201-2940, Party of the first part hereinafter called Lessor and MORNING GUN EXPLORATION LLC, 1601 ARAPAHOE STREET 4TH FLOOR, DANIELS AND FISHER TOWER, BOX-1 DENVER, CO. 80202, Party of the second part, hereinafter called Lessee.

WITNESSETH. That the said Lessor, for and in consideration of One and No/100 DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease, and let unto said Lessee for the sole and only purpose of mining and operating for oil and natural hydrocarbon gas, including methane gas produced from coal beds, and laying pipe lines, and building tanks, power stations, and structures thereon to produce, save, and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Weld, State of Colorado, described as follows, to-wit:

**TWP 008N, RGE 057W  
SECTION 05 : NW (LOTS 3,4 ; S2NW)**

of Section 05 Township 008N Range 057W and containing 197.7300 acres more or less.

It is agreed that this lease shall remain in full force for a term of five (5) years from this date, and as long thereafter as oil and natural hydrocarbon gas, or either of them, is produced from said land by the Lessee, or the premises are being developed or operated. In consideration of the premises the said Lessee covenants and agrees:

1. To deliver to the credit of Lessor, free of cost, in the pipe line or lines to which it may connect the well or wells producing hereunder, or in the containers of such other carrier as may be used in transporting the oil from the leased premises, the equal 0.1800 part of all oil produced and saved from said land, such oil to be marketable crude when so delivered; provided, however, that in the event of the storage of oil by Lessee, such storage shall be at the expense of the Lessee without charge to Lessor.

2. To pay the Lessor royalty for natural hydrocarbon gas, herein after called "gas," produced from said land including wet gas, casinghead gas and other vaporous or gaseous substances used for the extraction of gasoline, distillate, condensate, or other petroleum products as follows:

(a) If such gas is sufficiently impregnated with liquid hydrocarbons that paying quantities of such products can be separated therefrom and liquefied as a practical lease operation by means of traps, separators, or other devices used in the industry for such purpose, Lessee will install such traps, separators, or other devices and separate so much of said liquid hydrocarbons, whether gasoline, distillate, condensate, or other liquid petroleum products as can be separated from such gas by such devices, and Lessor shall receive 0.1800 of the gasoline, condensate, distillate, or other liquid petroleum products recovered in such manner, same to be delivered free of cost to credit of Lessor in the same manner as hereinabove provided for oil royalty, and 0.1800 of the market value of the gas there sold or used off the leased premises.

(b) When the gas that remains after such operation on the leased premises is not sold or used off the leased premises but is taken to an extraction plant for further processing, Lessee shall also deliver to credit of Lessor at such plant 0.1800 of the gasoline, condensate, distillate, or other petroleum products extracted therefrom less the reasonable cost of extraction, provided, however, such costs shall not exceed 50% of the market value of the products so extracted, and pay to Lessor 0.1800 of the market value at the outlet side of the plant of all residue gas remaining after such plant operation if such residue gas is sold or used off the premises.

(c) If such gas is not sufficiently impregnated with liquid hydrocarbons that paying quantities of such products can be separated therefrom and liquefied as a practical lease operation by means of traps, separators, or other devices used in the industry for such purpose before taking the gas to an extraction plant, Lessee will, at the plant, deliver to the credit of Lessor 0.1800 of all gasoline, condensate, distillate, or other petroleum products extracted therefrom subject to a reasonable charge for the cost of such extraction, provided, however, such costs shall not exceed 50% of the market value of the products so extracted, and pay to Lessor 0.1800 of the market value at the outlet side of the plant of all residue gas remaining after such plant operation, if such residue gas is sold or used off the premises.

(d) On dry natural gas to pay Lessor 0.1800 of the market value of such gas sold or used off the leased premises, free of cost, into the initial purchasers pipeline.

(e) Where there is on the leased premises a well or wells capable of producing gas, and gas is not being used off the premises or marketed therefrom and this lease is not then being maintained by other production or operations, this lease shall nevertheless remain in full force and effect for a period of 90 days after cessation of production or operations or the shutting-in of said well if on or before the expiration of said 90-day period, Lessee pays or tenders to Lessor a sum equal to the annual rental per acre hereinafter set forth for the number of acres then covered by this lease, or One Hundred Dollars (\$100) per well depending upon which sum is greater. Such payment shall maintain this lease in full force and effect for a period of six (6) months after the expiration of said 90-day period, and it will be considered that gas is being produced hereunder, and such payments or tender shall have the same effect as the production of gas, for all purposes hereof. Thereafter, semi-annually in like manner, upon like payments or tender this lease will continue in force and effect for successive periods of six (6) months each, so long as such payments are made, but not, however, exceeding six (6) such successive periods beyond the primary term of said lease. It is understood that the above provision or shut-in clause shall also apply to any well where gas-oil ratio is such that the Lessee is not permitted to operate such well without the use or sale of gas.

If no well be commenced on said land on or before October 23, 2019, this lease shall terminate as to both parties, unless the Lessee on or before that date shall pay or tender to the Lessor, or to the Lessor's credit in CoBank, FCB, at Wichita, Kansas, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum set out in the



Rental Division Order, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. All such payments or tenders of rental may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental paying day 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 privileges 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.

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 the expiration of the last 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.

As to the oil and gas leasehold estate hereby granted, Lessee is expressly granted the right and privilege to consolidate said oil and gas leasehold with any other adjacent or contiguous oil and gas leasehold estates to form a consolidated oil and gas leasehold estate which shall not exceed a total area of approximately 640 acres for gas and 80 acres for oil. If, however, the state regulatory agency having jurisdiction should issue a spacing order for horizontally drilled wells, then Lessee may include additional acreage allocated or permitted for the said well. In the event Lessee exercises the right and privilege of consolidation, as herein granted, the consolidated oil and gas leasehold estate shall be deemed, treated and operated in the same manner as though the entire consolidated leasehold estate were originally covered by and included in this lease, and all royalties which shall accrue on oil or gas, produced and marketed from the consolidated estate, including all royalties payable hereunder, shall be prorated and paid to the Lessors of the various tracts included in the consolidated estate in the same proportion that the acreage of each said Lessor bears to the total acreage of the consolidated estate, and a producing oil or gas well on any portion of the consolidated estate shall operate to continue the oil and gas leasehold estate hereby granted so long as oil or gas is produced therefrom.

It is expressly agreed that should this lease be extended by production beyond the primary term, Lessee agrees to release all formations lying below the deepest producing formation for which production is being allocated to the lease acreage not later than two (2) years after the expiration of the primary term. This shall not limit the right of the Lessee to continue the drilling and completion of any well commenced during the primary term of this lease or any extension thereof. In the event this lease acreage, or any part thereof, shall subsequently be included in any unit or cooperative plan of development, it is understood that the reconveyance of the interest in the non-producing formations above described shall be governed as provided herein regardless of the terms of any subsequent unit or cooperative plan of development agreement to the contrary.

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.

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

When requested by Lessor, Lessee shall bury its pipelines below plow depth.

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

Lessee shall pay for damages caused by its operations to growing crops on said land.

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.

If the Lessee shall commence to drill a well within the term of this lease or any extension thereof, the Lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is transferred, and the privilege of transferring in whole or in part is expressly allowed, or if the rights hereunder of either party hereto are vested by descent or devise, the covenants hereof shall extend to and be binding on the heirs, devisees, executors, administrators, successors, or assigns, but no change in the ownership of said land or of any right hereunder shall be binding on the Lessee until after Lessee has been furnished with the original or a certified copy thereof of any transfer by Lessor or with a certified copy of the will of Lessor together with a transcript of the probate thereof or, in the event Lessor dies intestate and his estate is being administered, with a transcript of the administration proceedings or, in the event of the death of Lessor and no administration being had on the estate, with an instrument satisfactory to Lessee executed by Lessor's heirs authorizing payment or deposit or tender for deposit to their credit as hereinbefore provided, at least thirty days before said rentals and royalties are payable or due, and it is hereby agreed in the event this lease shall be assigned as to a part or as to 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 the rents due from him or them, such default shall not operate to defeat or affect this lease ~~in so far as it covers a part or parts of said lands upon which the said Lessee or any assignee thereof shall make due payments~~ of said rentals. 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. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. 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 hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil produced from such separate tracts.

Lessor hereby 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 may reimburse itself from any rental or royalties accruing hereunder.

Lessor expressly does not warrant or agree to defend its title as to any interest granted herein.

The terms, covenants, and conditions hereof shall run with said land and herewith and shall be binding upon the parties

hereto, their heirs, administrators, devisees, executors, successors and assigns; however, 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 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.

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

**CoBank, FCB**

By:   
**Nancy Morford, Director, Minerals**

STATE OF KANSAS

COUNTY OF SEDGWICK

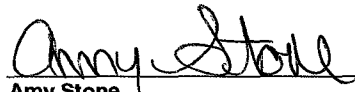
The foregoing instrument was acknowledged before me this 23rd day of October, 2018 by Nancy Morford, Director, Minerals of CoBank, FCB, a federally chartered instrumentality of the United States.

My commission expires

3-1-2020



Form 72101 R10-10

  
**Amy Stone**  
Notary Public  
P.O. Box 2940  
Wichita, KS 67201-2940

**OIL AND GAS LEASE  
Rental Lease**

**TAXPAYER #61-1659350**

**RC-0015888-5-0  
LEASE NUMBER: 08-123-18-027**

AGREEMENT, Effective as of October 23, 2018, by and between: CoBank, FCB, a federally chartered instrumentality of the United States, P.O. Box 2940, Wichita, Kansas, 67201-2940, Party of the first part hereinafter called Lessor and MORNING GUN EXPLORATION LLC, 1601 ARAPAHOE STREET 4TH FLOOR, DANIELS AND FISHER TOWER, BOX-1 DENVER, CO. 80202, Party of the second part, hereinafter called Lessee.

WITNESSETH. That the said Lessor, for and in consideration of One and No/100 DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease, and let unto said Lessee for the sole and only purpose of mining and operating for oil and natural hydrocarbon gas, including methane gas produced from coal beds, and laying pipe lines, and building tanks, power stations, and structures thereon to produce, save, and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Weld, State of Colorado, described as follows, to-wit:

**TWP 008N, RGE 057W  
SECTION 06 : NENE (LOT 1); SENE (LOT 4); NESE (LOT 5)**

of Section 06 Township 008N Range 057W and containing 141.0100 acres more or less.

It is agreed that this lease shall remain in full force for a term of five (5) years from this date, and as long thereafter as oil and natural hydrocarbon gas, or either of them, is produced from said land by the Lessee, or the premises are being developed or operated. In consideration of the premises the said Lessee covenants and agrees:

1. To deliver to the credit of Lessor, free of cost, in the pipe line or lines to which it may connect the well or wells producing hereunder, or in the containers of such other carrier as may be used in transporting the oil from the leased premises, the equal 0.1800 part of all oil produced and saved from said land, such oil to be marketable crude when so delivered; provided, however, that in the event of the storage of oil by Lessee, such storage shall be at the expense of the Lessee without charge to Lessor.

2. To pay the Lessor royalty for natural hydrocarbon gas, herein after called "gas," produced from said land including wet gas, casinghead gas and other vaporous or gaseous substances used for the extraction of gasoline, distillate, condensate, or other petroleum products as follows:

(a) If such gas is sufficiently impregnated with liquid hydrocarbons that paying quantities of such products can be separated therefrom and liquefied as a practical lease operation by means of traps, separators, or other devices used in the industry for such purpose, Lessee will install such traps, separators, or other devices and separate so much of said liquid hydrocarbons, whether gasoline, distillate, condensate, or other liquid petroleum products as can be separated from such gas by such devices, and Lessor shall receive 0.1800 of the gasoline, condensate, distillate, or other liquid petroleum products recovered in such manner, same to be delivered free of cost to credit of Lessor in the same manner as hereinabove provided for oil royalty, and 0.1800 of the market value of the gas there sold or used off the leased premises.

(b) When the gas that remains after such operation on the leased premises is not sold or used off the leased premises but is taken to an extraction plant for further processing, Lessee shall also deliver to credit of Lessor at such plant 0.1800 of the gasoline, condensate, distillate, or other petroleum products extracted therefrom less the reasonable cost of extraction, provided, however, such costs shall not exceed 50% of the market value of the products so extracted, and pay to Lessor 0.1800 of the market value at the outlet side of the plant of all residue gas remaining after such plant operation if such residue gas is sold or used off the premises.

(c) If such gas is not sufficiently impregnated with liquid hydrocarbons that paying quantities of such products can be separated therefrom and liquefied as a practical lease operation by means of traps, separators, or other devices used in the industry for such purpose before taking the gas to an extraction plant, Lessee will, at the plant, deliver to the credit of Lessor 0.1800 of all gasoline, condensate, distillate, or other petroleum products extracted therefrom subject to a reasonable charge for the cost of such extraction, provided, however, such costs shall not exceed 50% of the market value of the products so extracted, and pay to Lessor 0.1800 of the market value at the outlet side of the plant of all residue gas remaining after such plant operation, if such residue gas is sold or used off the premises.

(d) On dry natural gas to pay Lessor 0.1800 of the market value of such gas sold or used off the leased premises, free of cost, into the initial purchasers pipeline.

(e) Where there is on the leased premises a well or wells capable of producing gas, and gas is not being used off the premises or marketed therefrom and this lease is not then being maintained by other production or operations, this lease shall nevertheless remain in full force and effect for a period of 90 days after cessation of production or operations or the shutting-in of said well if on or before the expiration of said 90-day period, Lessee pays or tenders to Lessor a sum equal to the annual rental per acre hereinafter set forth for the number of acres then covered by this lease, or One Hundred Dollars (\$100) per well depending upon which sum is greater. Such payment shall maintain this lease in full force and effect for a period of six (6) months after the expiration of said 90-day period, and it will be considered that gas is being produced hereunder, and such payments or tender shall have the same effect as the production of gas, for all purposes hereof. Thereafter, semi-annually in like manner, upon like payments or tender this lease will continue in force and effect for successive periods of six (6) months each, so long as such payments are made, but not, however, exceeding six (6) such successive periods beyond the primary term of said lease. It is understood that the above provision or shut-in clause shall also apply to any well where gas-oil ratio is such that the Lessee is not permitted to operate such well without the use or sale of gas.

If no well be commenced on said land on or before October 23, 2019, this lease shall terminate as to both parties, unless the Lessee on or before that date shall pay or tender to the Lessor, or to the Lessor's credit in CoBank, FCB, at Wichita, Kansas, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum set out in the

Rental Division Order, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. All such payments or tenders of rental may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental paying day 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 privileges 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.

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 the expiration of the last 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.

As to the oil and gas leasehold estate hereby granted, Lessee is expressly granted the right and privilege to consolidate said oil and gas leasehold with any other adjacent or contiguous oil and gas leasehold estates to form a consolidated oil and gas leasehold estate which shall not exceed a total area of approximately ~~640~~ acres for gas and ~~80~~ acres for oil. If, however, the state regulatory agency having jurisdiction should issue a spacing order for horizontally drilled wells, then Lessee may include additional acreage allocated or permitted for the said well. In the event Lessee exercises the right and privilege of consolidation, as herein granted, the consolidated oil and gas leasehold estate shall be deemed, treated and operated in the same manner as though the entire consolidated leasehold estate were originally covered by and included in this lease, and all royalties which shall accrue on oil or gas, produced and marketed from the consolidated estate, including all royalties payable hereunder, shall be prorated and paid to the Lessors of the various tracts included in the consolidated estate in the same proportion that the acreage of each said Lessor bears to the total acreage of the consolidated estate, and a producing oil or gas well on any portion of the consolidated estate shall operate to continue the oil and gas leasehold estate hereby granted so long as oil or gas is produced therefrom.

It is expressly agreed that should this lease be extended by production beyond the primary term, Lessee agrees to release all formations lying below the deepest producing formation for which production is being allocated to the lease acreage not later than two (2) years after the expiration of the primary term. This shall not limit the right of the Lessee to continue the drilling and completion of any well commenced during the primary term of this lease or any extension thereof. In the event this lease acreage, or any part thereof, shall subsequently be included in any unit or cooperative plan of development, it is understood that the reconveyance of the interest in the non-producing formations above described shall be governed as provided herein regardless of the terms of any subsequent unit or cooperative plan of development agreement to the contrary.

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.

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

When requested by Lessor, Lessee shall bury its pipelines below plow depth.

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

Lessee shall pay for damages caused by its operations to growing crops on said land.

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.

If the Lessee shall commence to drill a well within the term of this lease or any extension thereof, the Lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is transferred, and the privilege of transferring in whole or in part is expressly allowed, or if the rights hereunder of either party hereto are vested by descent or devise, the covenants hereof shall extend to and be binding on the heirs, devisees, executors, administrators, successors, or assigns, but no change in the ownership of said land or of any right hereunder shall be binding on the Lessee until after Lessee has been furnished with the original or a certified copy thereof of any transfer by Lessor or with a certified copy of the will of Lessor together with a transcript of the probate thereof or, in the event Lessor dies intestate and his estate is being administered, with a transcript of the administration proceedings or, in the event of the death of Lessor and no administration being had on the estate, with an instrument satisfactory to Lessee executed by Lessor's heirs authorizing payment or deposit or tender for deposit to their credit as hereinbefore provided, at least thirty days before said rentals and royalties are payable or due, and it is hereby agreed in the event this lease shall be assigned as to a part or as to 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 the rents due from him or them, such default shall not operate to defeat or affect this lease ~~in so far as it covers a part or parts of said lands upon which the said Lessee or any assignee thereof shall make due payments~~ of said rentals. 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. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. 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 hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil produced from such separate tracts.

Lessor hereby 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 may reimburse itself from any rental or royalties accruing hereunder.

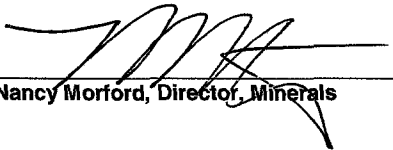
Lessor expressly does not warrant or agree to defend its title as to any interest granted herein.

The terms, covenants, and conditions hereof shall run with said land and herewith and shall be binding upon the parties

hereto, their heirs, administrators, devisees, executors, successors and assigns; however, 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 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.

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

CoBank, FCB

By:   
Nancy Morford, Director, Minerals

STATE OF KANSAS

COUNTY OF SEDGWICK


The foregoing instrument was acknowledged before me this 23rd day of October, 2018 by Nancy Morford, Director, Minerals of CoBank, FCB, a federally chartered instrumentality of the United States.

My commission expires

3-1-2020

Form 72101 R10-10



  
Amy Stone  
Notary Public  
P.O. Box 2940  
Wichita, KS 67201-2940

FORM 88 - (PRODUCERS)

## OIL & GAS LEASE

THIS OIL AND GAS LEASE "Lease" is made and entered into this 7th day of February, 2019 (the "Effective Date") by and between **Julie Anne Mackay Percy, as Trustee of the Robert C. Mackay Revocable Trust u/t/a dated August 5, 2014** whose mailing address is 174 Locust St., Denver, CO 80220 hereinafter called "Lessor" (whether one or more), and **DPOC, LLC, a Delaware Limited Liability Company** whose mailing address is 1400 16th St, Suite 300, Denver, CO 80202, hereinafter called "Lessee":

WITNESSETH, that for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid by Lessee, the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter contained, Lessor and Lessee agree as follows:

**1. LEASING CLAUSE.** Lessor does hereby grant, demise, lease and let unto the said Lessee, exclusively, its successors and assigns, the following described land for the purpose of prospecting, investigating, drilling, injecting, mining, operating for, exploring for by geological, geophysical and other exploratory methods, including core drilling, producing, saving and marketing of oil, gas, liquid hydrocarbons, and their constituent parts, including, but not as a limitation, gas condensate, gas distillate, casinghead gas, casinghead gasoline, coal bed methane gas, gob gas and all other gases whether similar or dissimilar, produced in a gaseous state, as well as other minerals and substances produced in connection with oil and gas operations hereunder, or as a by-product of oil and gas (collectively and/or individually hereinafter referred to as "Leased Substances"), and the exclusive right to drill, maintain, operate, cease to operate, plug, abandon, and remove wells, material and equipment, the right to complete, stimulate, fracture and inject gas, air, waters, brine and other fluids and substances into the subsurface strata, along with the right to convert any well into an approved disposal well, together with all rights of way, easements and use of the surface as is necessary or convenient for such operations and for the use or installation of pipe lines, flow lines, and other underground lines to gather, remove or otherwise transport the Leased Substances, electric power, telephone and other communication lines, building tanks, power houses, stations, ponds, roadways and other fixtures or structures for producing, treating, storing and caring for such products, the right to use oil, gas, and non-domestic water sources, free of cost, and any and all other rights and privileges necessary, incident to or convenient in the economical or efficient operation of said land, or lands pooled therewith or adjacent thereto, together with any reversionary rights therein or rights hereafter vested in Lessor; said tract of land being situated in the County of Weld, State of Colorado described as follows, to-wit:

**Township 09 North, Range 58 West of the 6th P.M.**

**Section 24: The South Half of the Northwest Quarter (S/2 NW/4)**

**Section 25: The East Half of the Northwest Quarter (E/2 NW/4); the East Half (E/2)**

and containing **480.000000** acres, more or less (said lands are hereinafter referred to as "Leased Premises"). In addition to the lands described above and as part of the Leased Premises, Lessor hereby grants, leases and lets exclusively unto Lessee, to the same extent as if specifically described, lands which are owned or claimed by Lessor by one of the following reasons: (1) all lands and rights acquired or retained by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located. Lessor shall execute any supplemental or correctional instrument or further documents necessary to fulfill the purpose of this Lease as requested by Lessee including, without limitation, more complete or accurate descriptions of said land.

**2. LEASE TERM.** This Lease shall remain in full force and effect, subject to the provisions herein contained, for a term of **Three (3) Years** from the Effective Date (hereafter called "Primary Term") and as long thereafter as any Leased Substances are being produced in paying quantities from the Leased Premises or lands pooled, unitized or communitized with all or a portion of the Leased Premises or this Lease is otherwise maintained in effect.

**3. CONTINUOUS OPERATIONS.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the Leased Premises or lands pooled, unitized, or communitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of this Lease or the action of any governmental authority, then in the event this Lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further Operations, as defined below, for reworking an existing well, drilling an additional well or otherwise obtaining or restoring production on the Leased Premises or lands pooled, unitized, or communitized therewith within 180 days after completion of Operations on such dry hole or within 180 days after such cessation of all production. If on or after the expiration of its Primary Term this Lease is not otherwise being maintained in force, but Lessee is either: (a) then engaged in Operations; or (b) has been engaged in Operations within 180 days prior to such date, then this Lease shall remain in force so long as any one or more Operations are prosecuted with no interruption of more than 180 consecutive days; provided, however, the interruption between the date a drilling rig capable of drilling to the objective depth is moved off location and the commencement of Completion Activities, as defined below, may be up to 360 days. If any such Operations or Completion Activities result in the production of Leased Substances, this Lease will remain in force for as long thereafter as there is production in paying quantities from the Leased Premises or lands pooled, unitized, or communitized therewith. The term "Operations" means any activity conducted on or off the Leased Premises that is reasonably calculated to obtain or restore production, including, without limitation, (i) drilling or any act preparatory to drilling (such as obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) Completion Activities; (iv) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the Leased Premises; (v) contracting for marketing services and sale of oil, gas, and associated substances; and (vi) construction of water disposal facilities and the physical movement of water produced from the Leased Premises. The term "Completion Activities" means activities or operations, commenced after a drilling rig is moved off location, that are intended to complete a well as a producer of Leased Substances including, but not limited to, obtaining casing, the setting of production casing, perforating, well stimulation, hydraulic fracturing, or production testing conducted in such operations. The term Completion Activities also includes all activities related to multi-stage completions of a well.

**4. OPTION TO EXTEND PRIMARY TERM.** In the absence of any other condition which may extend this Lease beyond its Primary Term, Lessor hereby grants to Lessee, its successors or assigns, the right and option to extend the Primary Term of this Lease, as to part or all of the Leased Premises covered hereby, for one additional term of **Two (2) Years** from the expiration of the Primary Term of this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the Primary Term of this Lease, Lessee pays or tenders to Lessor or to Lessor's credit an amount equal to **100.00%** of the original amount paid per net mineral acre for the lands associated with this lease, then multiplied by the number of net mineral acres owned by Lessor or assigns at the time such option to extend is exercised. Should Lessee, its successors or assigns, exercise its option to extend the Primary Term of this Lease, then this Lease and all its provisions shall remain in full force and effect as to the lands to which the extended lease applies.

**5. PAYMENTS TO LESSOR.** In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

- A. **PAID-UP LEASE:** This Lease is a paid-up lease, and Lessee has no obligation to make annual rental payments to Lessor over and above the consideration stated above and the production royalty payments described below.
- B. **OIL ROYALTY:** For all oil and other liquid hydrocarbons that are physically produced and saved from the Leased Premises, or lands pooled, unitized or communitized therewith, and if Lessor provides at least 60 days advance written notice to Lessee that Lessor wishes to take its royalty share of such oil and other liquid hydrocarbons in-kind, which election may not be exercised more than once per calendar year, Lessor shall receive **18.75%** (such percentage is the "Royalty Percentage") of such production, to be delivered to Lessor at the pipeline connection or storage tanks installed by Lessor. If Lessor does not provide Lessee with written notice of its election to take its Royalty Percentage of such oil and other liquid hydrocarbons in-kind (or otherwise does not, or is unable to, take its Royalty Percentage of such oil and other liquid hydrocarbons in kind), then Lessor expressly authorizes Lessee to either (1) sell the Royalty Percentage of such oil and other liquid hydrocarbons to a third party or (2) purchase the Royalty Percentage of such oil and other liquid hydrocarbons in the field based on the comparable sales method whereby the purchase price is equal to the weighted average sales price in the field of all Lessee's oil and other liquid hydrocarbons produced from the field of similar grade and gravity. Lessor shall receive its (i) Royalty Percentage of the sales proceeds actually received by Lessee as to clause (1), or (ii) sales proceeds from Lessee's purchase as to clause (2), less, in the case of clauses (i) or (ii), Lessor's Royalty Percentage of all Post-Production Costs (defined below), and Lessor's Royalty Percentage of all production, severance, conservation, ad valorem, excise, or other taxes. Lessor acknowledges that there is a both an intrastate and interstate market in the field for oil and other liquid hydrocarbons.
- C. **GAS ROYALTY.** For all Leased Substances other than oil and other liquid hydrocarbons that are physically produced and saved from the Leased Premises, or lands pooled, unitized or communitized therewith, and sold, Lessor shall receive **18.75%** (such percentage is the "Royalty Percentage") of the sales proceeds actually received by Lessee or, if applicable, its affiliate, as a result of the first sale of the affected production, less the Royalty Percentage of all Post-Production Costs and the Royalty Percentage of all production, severance, conservation, ad valorem, excise, or other taxes. The term "Post-Production Costs" means all costs incurred by Lessee or its affiliates from and after the wellhead (whether netted or separately billed) including, without limitation, all costs of gathering, marketing, compression, dehydration, transportation (including transportation from one recognized market to another, if any), removal of liquid or gaseous substances or impurities from the affected production, and any other treatment or processing required by the first party who purchases the affected production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream of the point of sale. Lessor shall not be entitled to any royalty on any Leased Substances used by Lessee on or off the Leased Premises or for that portion of the Leased Substances used as fuel or lost due to shrinkage, flaring, venting, line loss or otherwise. Lessee or its affiliates have the right to construct, maintain, and operate any facilities providing some or all of the services identified as Post-Production Costs. If this occurs, the actual costs of such facilities shall be included in the Post-Production Costs as a per barrel or per mcf charge, as appropriate, calculated by spreading the construction, maintenance and operating costs for such facilities over the reasonably-estimated total production volumes attributable to the well or wells using such facilities.
- D. **SHUT-IN ROYALTY:** If at any time, either before or after the expiration of the Primary Term of this Lease, or any extension thereof, there is a well determined by Lessee to be capable of producing Leased Substances on the Leased Premises, or on other lands pooled, unitized or combined therewith, but the well is shut-in for any reason, whether before or after production therefrom, and this Lease is not being maintained otherwise as provided in Paragraph 2 herein, this Lease shall not expire and shall remain in full force and effect (unless released by Lessee) and it shall nevertheless be considered that Leased Substances are being produced from the Leased Premises during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the Leased Substances capable of being produced from such shut-in well, but shall be under no obligation to market the Leased Substances under terms, conditions or circumstances which, in Lessee's sole judgment, exercised in good faith, are unsatisfactory. When this Lease is continued in force in this manner, Lessee shall pay or tender to Lessor an amount equal to Five Dollars per net mineral acre per year until production is marketed and sold off the Leased Premises, or from lands pooled, unitized or combined therewith, or until such well is plugged and abandoned. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of 90 days from the date the well was shut-in, unless prior to such date Leased Substances from the well is sold or used or this Lease is otherwise maintained as provided in Paragraph 2 herein. The term "shut-in royalty payment date" means the anniversary date of this Lease. In the absence of production and notwithstanding the provisions of this provision, shut-in royalty payments shall not serve to extend this Lease more than three consecutive years from the date the well was shut-in. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render Lessee liable for the amount due but it shall not operate to terminate this Lease.
- E. **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands within the Leased Premises, at the completion of activities on the Leased Premises. Furthermore, Lessee shall repair or replace any damaged improvements and pay for the loss of growing crops and/or marketable timber, which are caused by or in any manner arising directly from Lessee's Operations, or the Operations of contractors, subcontractors, or others at Lessee's direction or with its consent on the Leased Premises.

**6. MANNER OF PAYMENT.** Lessee shall make or tender all payments hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment that is tendered by postal service or any comparable courier (e.g., Federal Express) is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) by the next business day is considered timely for all relative purposes herein.

**7. CHANGE IN OWNERSHIP.** The interest of either Lessor or Lessee hereunder may be assigned, devised, or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successor and assigns. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no change in the ownership of the Leased Premises, or any portion thereof, or the right to receive royalties or other payments hereunder, or any interest therein, however accomplished, shall be binding on Lessee until 60 days after Lessee has been furnished with written notice thereof, together with the original or duly authenticated copies of the documents establishing change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each. No change in Lessor's ownership shall have the effect of diminishing the rights or enlarging the obligations of Lessee hereunder.

**8. TITLE.** Lessor hereby warrants generally and shall defend title to the Leased Premises and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, any payments, including without limitation, royalty payments or shut-in royalty payments for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises. To the extent any royalty or other payment attributable to the mineral estate covered by this Lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

**9. DISCHARGE OF LIENS.** Lessee may, at its option, pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any or all of the Leased Premises; and Lessee shall be entitled to recover from the debtor, with reasonable legal costs, by deduction from any future payments to Lessor or by any other lawful means.

**10. CHARACTERIZATION OF AGREEMENT.** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor acknowledges that the payment terms, as set forth herein, and any bonus payments paid to Lessor, constitute full consideration for this Lease, and Lessor will not seek to undermine or nullify the terms of this Lease based upon any provision agreed to herein. Lessor further acknowledges that such payment terms and bonus payments are final, and Lessor will not seek to amend or modify the lease payments, seek additional consideration or register any complaint based upon any differing terms which Lessee has or will negotiate with any other lessor and/or oil and gas owner.

**11. POOLING.** Lessee, at its option is hereby granted the right, but not the obligation, from time to time as a recurring right, whether before or after the commencement of Operations, to pool, unitize, communitize or combine all or any portion of the Leased Premises and the mineral estate, as to any one or more of the formations thereunder, with other lands, whether contiguous or not contiguous, leased or unleased, whether owned or controlled by Lessee or others, when in Lessee's sole judgment it is necessary or advisable to do so in order to promote conservation, orderly development and prevent waste of the Leased Substances. Any pooling hereunder may cover all oil and gas, or any one or more of the Leased Substances and may cover one or more or all zones or formations underlying all or any portion or portions of the Leased Premises. The forming or reforming of any unit may be accomplished by Lessee executing and filing of record a declaration of such pooling, 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 have theretofore been commenced. Operations associated with a unit, or a well shut in for any reason anywhere on a unit which includes all or part of this Lease, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such Operations were conducted upon the Leased Premises whether or not such well is located upon, or such Operations are conducted upon said lands. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled royalties only on the portion of production allocated to this Lease. Such allocation shall be that proportion of the unit production that the total number of net acres covered by this Lease and included in the unit bears to the total gross acreage in such unit, but only to the extent such proportion of unit production is sold by Lessee; for such purposes, Lessee may, at its option, definitively rely on the acreage calculations of the local property tax assessment authorities. In addition to the foregoing, Lessee shall have the right to pool, unitize or combine all or any part of the Leased Premises 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. Lessee shall also have the right, but not the obligation, from time to time, while this Lease is in force, to modify or terminate any prior declaration of pooling by either increasing or decreasing the size of the pooled unit, provided, however, that this right may be exercised only to the extent that such modification or termination will result in pooled units of a size equal to any spacing pattern established by governmental regulation or order for the lands involved. Lessee may also, but is not obligated to, terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no Operations are being conducted thereon. If the Leased Premises 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. Lessee shall not be required to obtain Lessor's consent to any unit, cooperative or unit plan of development or operation adopted by Lessee, whether approved by any governmental agency or formed by contract right.

**12. DEFAULT LIMITATION OF FORFEITURE.** No litigation, civil action or proceeding shall be initiated by Lessor for damages, termination, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 60 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to substantially remedy the breach or default within such period. In the event any matter is litigated and there is a final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or cancelled in whole or in part unless and until Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to substantially do so. This Lease shall remain in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of any dispute.

**13. LEASE DEVELOPMENT.** There is no covenant to drill, prevent drainage, further develop or market production from the Leased Premises within a certain time frame, and there shall be no termination, forfeiture or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.



**14. FORCE MAJEURE.** All express provisions or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When Operations, or Lessee's fulfillment of its obligations hereunder, are prevented, interrupted or delayed, whether before or after the expiration of the Primary Term, by such laws, rules, regulations or orders, including without limitation, municipal, county, state, federal or tribal regulations, rules, mandates or orders which, directly or indirectly, suspend, prohibit or delay Operations in connection with hydraulic fracturing or activities thereto, or by inability to obtain necessary permits, drilling rigs, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, inability to obtain an operations rig, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof, anything in this Lease notwithstanding. Lessee shall not be liable for breach of any provisions or implied covenants of this Lease when Operations are so prevented or delayed.

**15. SURRENDER.** Lessee may, at any time and from time to time, deliver to Lessor and file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligations shall be proportionately reduced in accordance with the net acreage interest retained hereunder, provided however, that any rights granted to Lessee by this Lease, including the rights-of-way and easements, and the right to penetrate any and all depths and formations underlying the Leased Premises, shall continue to the extent necessary for the efficient and convenient operation of the interest retained by Lessee.

**16. RIGHT OF FIRST REFUSAL.** If, during the Primary Term of this Lease, or any continuation thereof, Lessor receives any bona fide offer from a third party to purchase from Lessor a top lease covering all or any part of the Leased Premises, with such top lease to become effective upon expiration of this Lease, which Lessor is willing to accept from the offering party, Lessor shall notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered, the royalty offered, as well as a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of such lease offer. Lessee, for a period of 30 days after the receipt of said written notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions contained in the third-party offer. All offers made, up to and including the last day of the Primary Term of this Lease, or any continuation thereof, shall be subject to the terms and conditions of this paragraph. Should Lessee elect to exercise its right and option as herein provided, Lessor and Lessee shall, immediately thereafter, take all cooperative steps necessary to effectuate the consummation of said transaction. Any lease granted by Lessor in violation of this provision shall be null and void.

**17. PIPELINES AND BUILDING ZONE.** Lessee shall bury any pipelines constructed or installed by Lessee on the Leased Premises at least four feet deep when requested, in writing, by a lessor owning an interest in the surface. No well shall be drilled nearer than 500 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located.

**18. GOVERNING LAW.** This Lease shall be interpreted and construed according to, and governed by, the laws of the State of Colorado, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the State of Colorado shall have jurisdiction to hear any dispute under this Lease. EACH PARTY (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS REPRESENTATIVES) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THIS LEASE.

**19. ENTIRE CONTRACT.** The entire agreement between Lessor and Lessee is embodied herein. No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to execute or modify this Lease.

**20. SEVERABILITY.** This Lease is intended to be in conformity with all laws, rules, regulations and orders and interpreted as such. If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Lease shall remain in full force and effect. Any provision of this Lease held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**21. CAPTIONS.** The captions in this Lease are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Lease.

**22. COUNTERPARTS.** This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. Should any one or more of the parties above named as Lessor fail to execute this Lease, it shall nevertheless be binding upon all Lessors whose signatures are affixed hereto. If this Lease is delivered by e-mail delivery of a ".pdf" or similar format, such signature shall create a valid and binding obligation of that party as if the delivered signature page were an original hereof. With respect to and for the purpose of this Lease, Lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

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

Julie Anne Mackay Percy, as Trustee of the Robert C. Mackay Revocable Trust u/t/a dated August 5, 2014

  
Julie Anne Mackay Percy, Trustee

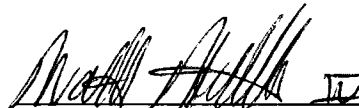
ACKNOWLEDGMENT FOR LESSOR(S)

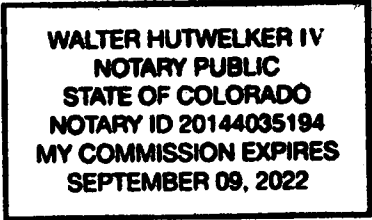
STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

Before me, the undersigned, a Notary Public in and for said County and State on this 18 day of MARCH, 2019, personally appeared **Julie Anne Mackay Percy as Trustee of the Robert C. Mackay Revocable Trust Agreement, dated August 5, 2014**, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires: 09-09-2022

  
Notary Public



### **LEASE RIDER TO OIL AND GAS LEASE**

This Rider to Oil and Gas Lease (the "Rider") is attached to and hereby made a part of that certain Oil and Gas Lease dated February 7, 2019 by and between Julie Anne Mackay Percy, as Trustee of the Robert C. Mackay Revocable Trust, u/t/a dated August 5, 2014, as Lessor, and DPOC, LLC, a Delaware Limited Liability Company, as Lessee, including that certain Order for Payment, of even date therewith (collectively, the "Lease").

For good and valuable consideration as set forth in the Lease, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby further agree as follows:

1. In the event of a conflict between the provisions of the Lease and the provisions of this Rider, the provisions of this Rider will control.

2. Notwithstanding anything contained in the Lease to the contrary, Lessor and Lessee acknowledge and agree that Lessor owns less than a 100% interest in only a portion, and not the entirety, of the property described in the Lease and owns a percentage of only the mineral rights in such portion, but no land surface rights or water rights, in connection with the acreage described in the Lease. Lessor and Lessee agree that the Lease applies in all respects only to the interest, property, and rights owned by Lessor and to no property, interest or rights not owned by Lessor.

3. Notwithstanding anything contained in the Lease to the contrary, including, without limitation, Section 8 thereof, Lessor and Lessee acknowledge and agree that Lessor does not have the necessary information to be able to provide a general warranty of title or covenant of quiet enjoyment to Lessee. Accordingly, Lessor shall only provide Lessee with a limited and special warranty of title against any and all persons and entities claiming by, through, or under, Lessor or its predecessor in title, Joanne V. Mackay, a/k/a Joanne P. Mackay.

4. Section 1 of the Lease is hereby amended by the addition of the following language after the words "(said lands are hereinafter referred to as "Leased Premises")":

"provided, however, that Lessee shall fully indemnify Lessor from and against any and all damages, costs, expenses, and claims resulting from any such aforementioned activities, actions, or work by Lessee pursuant to this Lease, and Lessee shall promptly repair any damage resulting from any such activities, actions, or work, at Lessee's sole cost and expense."

5. Section 7 of the Lease is hereby amended by the addition of the following language after the words "Lessee's usual form of division order":

"Notwithstanding anything contained in this Section 7 to the contrary, Lessor and Lessee agree that the providing to Lessee of the documents and other information necessary to establish and demonstrate a complete chain of record title from Lessor to the assignee shall constitute conclusive evidence of the ownership of the claiming party. Until the ownership of the claiming party is established pursuant to the Lease and this Rider, Lessee shall continue to comply with its obligations to Lessor pursuant to this Lease and Rider."

6. Lessee hereby warrants to Lessor that it is a duly organized, lawful, and existing limited liability company under the laws of the State of Delaware, that it has all necessary power and authority to enter into the Lease and this Rider and to perform its duties and obligations pursuant hereto, and that the individual signing the Lease and this Rider on behalf of Lessee is duly and fully authorized by all necessary company authority to sign on behalf of Lessee and to bind Lessee to all of the terms and conditions of the Lease and this Rider.

7. In the event of a default by Lessee under any of the provisions of the Lease or this Rider, Lessor shall be entitled to exercise any and all rights available at law or in equity under all applicable federal and state laws.

This Rider to Lease is entered into by and between Julie Anne Mackay Percy, as Trustee of the Robert C. Mackay Revocable Trust, u/t/a dated August 5, 2014, as Lessor, and DPOC, LLC, a Delaware Limited Liability Company, as Lessee, as of this 18<sup>th</sup> day of March, 2019.

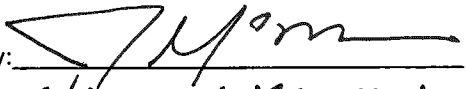
LESSOR:

Robert C. Mackay Revocable Trust u/t/a dated August 5, 2014

By: Julie Anne Mackay Percy Trustee  
Julie Anne Mackay Percy, as Trustee

LESSEE:

DPOC, LLC  
a Delaware Limited Liability Company

By:   
JAMISON MCILVAIN

Title: EXECUTIVE VICE PRESIDENT OF BUSINESS DEVELOPMENT

**END OF RIDER TO OIL AND GAS LEASE**

**EASEMENT, RIGHT-OF-WAY, AND SURFACE USE AGREEMENT**

This Easement, Right-of-Way and Surface Use Agreement ("**Agreement**") is entered into and effective **November 15th, 2018** by and between **Margaret L. Meyer, f/k/a Margaret L. Box**, whose address is **14087 Cottonwood Circle, Sterling, CO 80751**; **Charlotte J. Norgren**, whose address is **11686 CR 76, Windsor, CO 80550**; **Vicki Jo Schaaf**, whose address is **11710 Kearney Circle, Thornton, CO 80233**; **Marilyn J. Samber**, whose address is **14311 Dakota Road, Sterling, CO 80751** ("**Owner**"), and **DPOC, LLC**, with offices at **1400 16<sup>th</sup> Street, Suite 300, Denver, CO 80202** ("**Operator**") sometimes referred to each as a "**Party**," or collectively as the "**Parties**."

WITNESSETH:

For and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **OWNERSHIP.** Owner is the surface owner of certain lands more particularly described as follows:

**Township 9 North, Range 58 West of the 6<sup>th</sup> P.M.**  
**Section 25: The Southwest Quarter (SW/4)**  
**Weld County, Colorado**  
**(the "Lands").**

Operator, or its affiliates, owns a working interest, leasehold interest, or other interest under certain oil and gas leases covering all or portions of the Lands, or lands pooled or included in a spacing unit therewith, or lands adjacent thereto (the "Lease," or "Leases").

2. **OIL AND GAS OPERATIONS ON THE LANDS.**

Operator desires to drill, complete, operate, produce and maintain oil or gas wells (the "**Wells**") from a single pad on the Lands or the Leases, the subsurface locations of which may be under lands other than the Lands. The actual development area, including access road(s) to and from, that will be utilized for all drilling, completions, and interim development work, and will also be the location of all production facilities, shall be collectively known as the "**Oil and Gas Operations Area**" or "**OGOA**" henceforth. In order for Operator, its agents, consultants, successors or assigns to explore, permit, survey, obtain consents and waivers, develop, drill, construct, complete, recomple, produce, maintain, rework, equip, deepen, stimulate, re-stimulate, assess, evaluate, inspect, test, update, upgrade, operate, secure, and transport production from the Wells and all facilities associated therewith including, but not limited to, access roads (including existing roads on the Lands) ("**Access Roads**"), pipelines, infrastructure, equipment, surface appurtenances and production facilities including but not limited to emission control devices, vapor recovery towers, vapor recovery units, flowlines, gathering lines, transmission lines, temporary above ground water lines, temporary above ground completion fluid pipelines, gas lift lines, meters and housing, separators, tank batteries, MLVTs, LACT units, electrical lines, utility lines and any other facilities or property necessary for Operator to conduct operations on the Wells (each a "**Facility**," collectively, the "**Facilities**"), Owner recognizes it is necessary that Operator, its agents, consultants, successors or assigns enter and utilize a portion of the OGOA in order to operate and maintain the Wells and Facilities throughout the life of production. Owner and Operator desire to mitigate any surface damage to the Lands and therefore agree that all operations of every kind shall be conducted within the OGOA, to accommodate operations and development of the surface, and to provide for cooperation between the Parties and the mutual enjoyment of the Parties' respective rights in and to the Lands. This Agreement sets forth the Parties' rights and obligations regarding the development and use of the Lands by operations conducted by Operator.

3. **SURFACE EASEMENT AND RIGHT-OF-WAY; SUBSURFACE EASEMENT.**

A. In those circumstances where the Operator owns, or is lessee of, the minerals underlying the Lands, Owner acknowledges and understands that Operator holds a term non-exclusive easement and right-of-way burdening the Lands with all the rights and privileges granted under this Agreement, the Lease, or lease associated with the Lands which as agreed hereby will be situated on an OGOA together with Access Roads set forth.

B. Owner hereby grants, assigns, and conveys to Operator, its successors and assigns, a term, non-exclusive easement and right-of-way on, over, across, and through the OGOAs for the purpose of drilling, completing, operating, securing, producing, evaluating, deepening, reworking, equipping, maintaining, plugging and abandoning of Wells, together with constructing, using and maintaining Access Roads and locating, constructing, entrenching, operating, maintaining, repairing, altering, replacing and removing the Facilities and all necessary appurtenant facilities, for the purposes specified in this Agreement including ingress and egress from the OGOAs across the Access Roads on the Lands.

C. Owner grants Operator the right to drill, complete, operate and maintain Wells on the Lands that produce oil, natural gas, produced liquids, and associated hydrocarbons from lands other than the Lands and lands pooled with the Lands.

D. Owner further grants Operator a subsurface easement through the Lands for the purpose of drilling, completing, operating, re-stimulating, reworking and maintaining oil and gas wells that may produce and drain oil, natural gas, produced liquids and associated hydrocarbons from lands other than the Lands and lands pooled with the Lands.

E. Owner further grants Operator the right to gather to the Lands and transport from the Lands oil, natural gas, produced liquids and associated hydrocarbons produced from the Lands and lands other than the Lands and lands pooled with the Lands, and to transfer/assign such right to a third party gatherer.

#### **4. LOCATION/OIL AND GAS OPERATIONS AREA.**

The OGOA shall be discussed between Owner and Operator. Material changes to the OGOA may be made by Operator with the mutual written agreement of Owner, provided that such changes will not interfere with Owner's existing use of the Lands. It is also understood and agreed that additional Access Roads and Facilities located outside of the OGOA may be necessary for Operator's activities and in these circumstances Owner and Operator agree to mutually approve any additional location for said Access Roads and Facilities. Operator agrees not to use any more of the surface of the Lands than is reasonably necessary to conduct its operations. This Agreement does not in any way limit the rights of Operator to drill future additional Wells with associated Facilities on the OGOA and utilize Access Roads and thereon to exercise all rights consistent with its mineral ownership or lease rights.

#### **5. CONDUCT OF OPERATIONS.**

Operator's development operations on the Lands will be conducted pursuant to the terms of the Leases, this Agreement, the rules and regulations of the Colorado Oil & Gas Conservation Commission ("COGCC"), applicable Colorado statutes and case law, and any applicable federal statutes and case law.

#### **6. COMPENSATION AMOUNT.**

The Parties acknowledge that Operator will provide Owner with certain good and valuable consideration, as described in that confidential Letter Agreement of even date herewith, prior to the commencement of drilling operations for each Well drilled which except as otherwise provided herein, such consideration is agreed to be and constitutes full, complete and final consideration for settlement and complete satisfaction for any and all detriment, depreciation, injury, or damage of any nature to the Lands or crops growing thereon that may occur as a result from Operator's development operations pursuant to this Agreement or the Leases. Subsequent operations related to the Wells including but not limited to refracs, recompletions, deepening, or redrilling, except in case of emergency, shall require prior notice to Owner. Operator shall pay Owner actual damages caused by said subsequent operations.

#### **7. ADDITIONAL SURFACE USE PROVISIONS, ACCESS ROADS, AND FACILITIES.**

With respect to its operations on the Lands, Operator and Owner will comply with the following provisions:

##### **A. Existing Access Roads:**

(i) Owner shall not interfere with continuous access of Operator along Access Roads or within the, OGOA or any area subsequently added thereto by written mutual agreement signed by both parties.

(ii) Operator will maintain all Access Roads in good repair and condition, and in accordance with COGCC regulations, state laws, and other applicable regulatory or statutory frameworks.

##### **B. New Roads:**

Operator shall be entitled to use any existing roads located on the Property ("Existing Roads") in connection with its operations. New Roads constructed by Operator shall be limited to approximately 30 feet in width unless wider roads are required by Weld County for emergency access. The right to use any New Roads or Existing Roads shall be exclusive to Operator, provided that Owner reserves the right to use any Existing Road or New Road on the Property for the Owner's purpose so long as such use by Owner does not interfere with or impair Operator's development operations. Operator shall be responsible for maintaining all New Roads and any Existing Roads utilized by Operator, at Operator's sole cost and expense. Should Operator damage any Existing Road, fence or gate, Operator shall immediately repair the same to Owner's specification at Operator's own expense. Operator shall

take all reasonable steps to prevent wind or water erosion to occur upon any Existing Roads or New Roads.

**C. Lines:**

All Lines shall be buried below three feet (3') in depth and Operator shall, when reasonably practical, place all Lines in the same trench along and adjacent to Existing Roads and/or New Roads. Operator may install as many Lines in a trench as it desires. The property disturbed during installation, maintenance or replacement of any Lines shall be limited to approximately ninety feet (90') in width, reverting to thirty feet (30') in width upon completion of installation, maintenance or replacement operations.

**D. Surface Restoration:**

Operator agrees that immediately, following the termination of the Easement, right-of-way, and Surface Use Agreement or abandonment of drilling and production activities, that it will restore all lands utilized for such activities by removing all equipment from the lands, draining and hauling off the contents of any pits, restoring the lands to their former contours and conditions and backfilling all topsoil. On grasslands, the Operator shall successfully replant all disturbed areas with a seed mixture to be selected by the Owners, to fence off all newly seeded areas at the request of the Owners, and to remove such fencing at the Owners request at such time as the grass is capable of sustaining livestock grazing. The Operator shall, at the request of the Owners, remove all gravel or other aggregate used for improving the existing or new roads and to reseed the subject areas as hereinabove described. The Operator shall not be required to perform any restoration upon the roads selected by the Owners to remain for the Owners' continued use.

Notwithstanding any other provisions as herein contained, the Operator shall be responsible for all death or injury to livestock resulting from the Operator's use of the premises. In addition to any other damages provided herein, the Operator shall assume and satisfy all forfeitures, penalties, and reimbursements required in the event the Operator's activities upon the lands result in a breach of the Conservation Reserve Program contracts upon the lands.

The Operator shall be responsible to prevent all wind and water erosion occurring as a result of the Operator's activities upon the lands.

**E. Other:**

(i) Operator will install culverts on the Lands if they are deemed necessary to maintain drainage and irrigation in a manner equivalent to conditions upon the Lands immediately prior to operations as nearly as is reasonably practicable.

(ii) If by reason of Operator negligence in the conduct of its operations pursuant to this Agreement or the Leases, there is damage to personal property of the Owner, including, but not limited to, irrigation wells, fences, culverts, bridges, pipelines, ditches, or irrigation systems, and for which Owner has not been previously compensated under this Agreement, Operator will repair or replace such items after consultation with and to the reasonable satisfaction of the Owner. Owner will notify Operator of any items damaged after the Wells have been drilled and completed and Operator will repair or replace such items within 30 days of notice, unless otherwise agreed to by the Owner and Operator.

(iii) Operator agrees that all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Lands that are not necessary for continued operations of the Wells will be removed and disposed away from the Lands no later than 30 days after the completion of the Wells. No such items will be burned or buried on the Lands.

(iv) During drilling operations, the well sites and any pits shall be fenced if requested by Owner. Additionally, the well sites shall be kept free and clear of all noxious weeds, unsightly growth, and trash during drilling operations and upon cessation of production.

(v) Operator agrees to fence off the perimeter of the well sites with temporary fencing if reasonably requested by Owner. Operator will also install cattle guards or gates where reasonably necessary.

**8. DEFAULT AND RIGHT TO CURE.**

In the event of alleged default by Operator in the payment of any Compensation Amount, in obligations to be performed, or any other terms, conditions or covenants of this Agreement, Owner will notify Operator, by certified mail, return receipt requested, or by overnight delivery such as currently provided by Federal Express and or UPS, of the alleged default. Operator will have 30 days from receipt of the written notification in which to

dispute or otherwise respond to the notification before Owner may pursue other remedies of the alleged default. If Operator cures the alleged default within 30 days of Owner's notice, or if the alleged default is of a nature that cannot be cured within 30 days, then if Operator commences curing the alleged default within that 30 day period and diligently pursues such cure, then no default shall be deemed to have occurred.

Except as otherwise agreed in writing, no waiver by Owner of any breach by the Operator of any of its obligations, agreements, or covenants hereunder will be deemed to be a waiver of any subsequent or continuing breach of the same, nor will any forbearance by Owner to seek a remedy for any breach by the Operator be deemed to be a waiver by Owner of its rights or remedies with respect to such breach.

Any damages awarded to either party under this Agreement shall be limited to only the actual damages incurred by such party, and neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages in tort or in contract, or under any legal theory, and all such damages are hereby excluded and waived by the Parties and the exercise of the rights of any party hereunder.

**9. INDEMNITY/RELEASE.**

Owner hereby releases and agrees to hold harmless Operator, its agents, successors and assigns from any and all liability and further payment, other than what has been provided in this Agreement, for damages on the Lands which arise from, out of or in connection with the Operator's development operations on the Lands, but only as to those operations described in and permitted by this Agreement, and for those operations which the Compensation Amount has been paid and received by Owner pursuant to this Agreement.

Operator hereby releases and agrees to hold harmless Owner from any and all liability arising from Owner's non-negligent operations on the Lands.

Operator agrees to indemnify and hold Owner harmless from any and all claims, damages and causes of action arising out of and caused by Operator's development operations on the Lands that may be asserted by any of Operator's agents, employees, subcontractors, contractors or persons entering upon the Lands at the request of Operator; with the exception of any claims, damages, and causes of action that arise from Owner's gross negligence or willful and wanton misconduct.

Owner agrees to indemnify and hold Operator, its agents, successors and assigns harmless from any and all claims, damages and causes of action arising out of and caused by Owner's operations on the Lands that may be asserted by any of Owner's agents, employees, subcontractors, contractors or persons entering upon the Lands at the request of Owner; with the exception of any claims, damages, and causes of action that arise from Operator's development operations.

**10. WAIVER OF COGCC NOTICES AND OTHER REGULATORY MATTERS.**

[The following waivers are limited to operations within the OGOA]

**A. Owner hereby waives the following notices and consultations:**

- (i) Rule 305.a.: Notice of Intent to Conduct Oil and Gas Operations;
- (ii) Rule 305.c.(1): Oil and Gas Location Assessment Notice;
- (iii) Rule 305.c.(2): Buffer Zone Notice;
- (iv) Rule 305.f.: Statutory Notice to Surface Owners;
- (v) Rule 305.h.: Move-In, Rig-Up Notice;
- (vi) Rule 306.a.: Surface Owner Consultation and Meeting Procedures;
- (vii) Rule 305.f.(4): Notice of Subsequent Operations; and
- (viii) Any other notice or consultation requirements of the COGCC.

**B. Owner shall not object or protest any Application for Permit to Drill (Form 2) and Oil and Gas Location Assessment (Form 2A) filed by Operator with the COGCC. Subject to this Agreement, Owner agrees to allow Operator to locate the Wells and Facilities anywhere on the Lands.**

**C. Owner hereby waives any right granted by COGCC rule to comment on the Form 2A, to request an extension of the comment period, and to appeal the approval and issuance of the Form 2A, and any related Form 2.**

**D. Owner shall not oppose Operator, its agents, consultants, attorneys, successors and assigns in any COGCC or other administrative or governmental proceedings related to Operator's development operations, including but not limited to permitting, formation of drilling units, well spacing,**



well density, pooling, drilling, completion, stimulation, re-stimulation, workovers, deepening and recompleting, provided that Operator's position and contemplated undertakings in such proceedings are consistent with this Agreement. Owner will provide Operator, its agents, consultants, attorneys, successors and assigns with any and all written support they may reasonably require to obtain permits from the COGCC or other applicable governmental body.

E. Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units, occupied buildings, and surface property lines, among other things. Owner hereby waives its right to object to the location of any Well, Access Roads and Facilities within the OGOA on the basis of setback requirements in the rules and regulations of the COGCC, including, but not limited to, the 150 foot setback from surface property lines and other requirements of rules 603.a.(2), and 604.a, except that the Parties intend to rely upon one or more exceptions of rule 604.b of the rules and regulations of the COGCC relating to property lines and urban mitigation areas or designated outside activity areas, as those terms may change or be defined and amended from time to time.

F. Subject to the terms of this Agreement, Owner grants consent to locate the Wells greater than 50 feet from an existing well pursuant to COGCC Rule 318A.c within the OGOA. Owner grants consent to locate Wells outside of the GWA windows as defined in COGCC Rule 318A.a. to the extent they are within the OGOA.

G. Owner understands that Operator may provide a copy of this Agreement to the COGCC in order to obtain a waiver, exception location, or variance from the COGCC rules or from a local jurisdiction.

11. **NOTICES.**

Subject to the terms, conditions, and covenants of this Agreement written Notice by either Party will be promptly served to the other Party by United States mail, postage prepaid and addressed to either Party, or to such other place as either Party may from time to time designate by notice to the other, at the following addresses:

Owners

<b>Charlotte J. Norgren</b>	<b>Vicki Jo Schaaf</b>	<b>Marilyn J. Samber</b>	<b>Margaret L. Meyer</b>
<b>11686 CR 76</b>	<b>11710 Kearney Cir</b>	<b>14311 Dakota Road</b>	<b>14087 Cottonwood Cir</b>
<b>Windsor, CO 80550</b>	<b>Thornton, CO 80233</b>	<b>Sterling, CO 80751</b>	<b>Sterling, CO 80751</b>
<b>970-396-4625</b>	<b>303-450-4641</b>	<b>970-520-4953</b>	<b>970-522-3230</b>

Operator

**DPOC, LLC**  
**1400 16<sup>th</sup> Street, Suite 300**  
**Denver, CO 80202**  
**Attn: Land Department**  
**720-543-7951**

Owner agrees to notify any surface tenant or other third party that may be affected by Operator's development operations on the Lands and Owner may allocate all or part of the payments made hereunder to such surface tenant as agreed upon. Neither this Agreement nor any operations arising hereunder shall create any rights, obligations or liability between Operator and such third parties.

12. **ADVICE TO TENANTS.**

Owner agrees to contact any and all tenants of the Lands or any other third parties utilizing the surface of the Lands that may be affected by Operator's activities on the OGOA. It will be Owner's sole responsibility to advise such third parties of the existence of this Agreement.

13. **BINDING EFFECT.**

The terms, conditions, covenants, and provisions of this Agreement will inure to the benefit of and will be binding upon the Parties hereto, their respective heirs, agents, representatives, successors or assigns.

14. **RECORDING.**

The Parties agree that either party may record this Agreement in the real estate records of the county in which the Lands are located.

15. **ENTIRE AGREEMENT.**

Except for that certain Letter Agreement of even date herewith between Owner and Operator, this Agreement contains the entire agreement between the Parties and may not be modified orally or in any other manner other than by written agreement signed by all Parties or their successors or assigns.

**16. LETTER AGREEMENT.**

The Owners and Operator shall execute a confidential Letter Agreement, dated of even date herewith, containing the terms and conditions of the Compensation Amount arising under this Agreement.

**17. REASONABLE ACCOMMODATION.**

Owner acknowledges uses and operations upon the Lands by Operator under this Agreement are in full satisfaction of the requirement that Operator conduct its oil and gas operations in a manner that accommodates Owner. Owner further acknowledges Operator's uses and operations upon the Lands as provided herein constitute "Reasonable Accommodation" by Operator, its agents, consultants, successors and assigns as provided for under Colorado Revised Statute 34-60-127.

**18. TERMINATION.**

This Agreement will terminate concurrently with the Leases as they relate to Operator's or its affiliates' rights to explore, drill, and produce oil, natural gas, and associated hydrocarbons from the Lands or lands pooled or unitized therewith or as otherwise provided herein. No act or failure to act on the part of the Operator shall be deemed to constitute an abandonment or surrender of this Agreement or of any part of it, except upon recordation by Operator of an instrument specifically terminating this Agreement. To the extent a moratorium or a restrictive governmental law, rule or regulation prevents a Party from performing the operations herein described, this Agreement shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place. Notwithstanding the termination of this Agreement, Operator may access the OGOAs to plug and abandon the Wells and to reclaim the Lands as provided in this Agreement and the Leases and for such other purposes as necessary to comply with any law, rule, or regulation governing Operator's development operations.

**19. COUNTERPARTS.**

This Agreement may be executed by facsimile or electronic mail, in counterparts, each of which will be considered an original and enforceable against either Party.

**20. GOVERNING LAW AND VENUE.**

This Agreement will be governed by, construed and enforced in accordance with the laws of Colorado. Venue shall be deemed to be in the county where the Lands are located.

**21. AUTHORITY OF SIGNATORIES.**

The signatories below declare, warrant and represent that they have the authority to enter into this Agreement on behalf of their respective principals, if any.

**22. SUCCESSORS.**

This Agreement constitutes an easement, right-of-way, and covenant running with the Lands and will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective agents, consultants, affiliates, administrators, trustees, heirs, executors, successors or assigns.

**23. ATTORNEYS' FEES.**

If any action or proceeding is instituted by either party for enforcement or interpretation of any term or provision of this Agreement, the prevailing party pursuant to a final judgment of a court of competent jurisdiction shall recover from the other party, and the other party shall pay, the prevailing party's reasonable attorneys' fees and costs as determined by the court.

**24. EXCLUSIVE VENUE:**

The parties agree that the exclusive venue for the resolution of any disputes or litigation arising from this Agreement shall be the District Court of Weld County, Colorado.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first written above.

*(The remainder of this page is intentionally left blank)*

Owner:  
Margaret L. Meyer

By: Margaret L. Meyer  
Name: Margaret L. Meyer

**ACKNOWLEDGMENTS**

STATE OF Colorado )  
COUNTY OF Logan ) ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 15 day of November, 2018 personally appeared **Margaret L. Meyer**, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

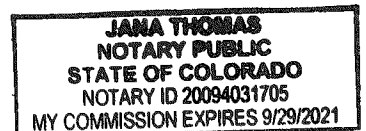
Witness my hand and official seal.

My commission expires: 9/29/21

Jana Thomas  
Notary Public

Owner:  
Marilyn J. Samber

By: Marilyn J. Samber  
Name: Marilyn J. Samber



**ACKNOWLEDGMENTS**

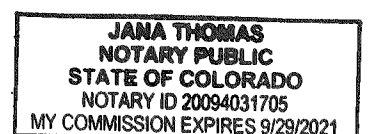
STATE OF Colorado )  
COUNTY OF Logan ) ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 15 day of November, 2018 personally appeared **Marilyn J. Samber**, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires: 9/29/21

Jana Thomas  
Notary Public



Owner:  
Charlotte J. Norgren

By: Charlotte J. Norgren  
Name: Charlotte J. Norgren

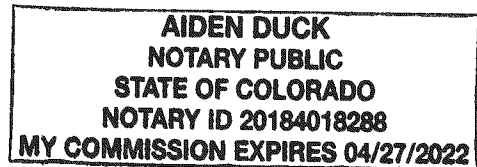
**ACKNOWLEDGMENTS**

STATE OF Colorado )  
 )ss.  
COUNTY OF Weld )

Before me, the undersigned, a Notary Public in and for said County and State on this 15 day of November, 2018, personally appeared **Charlotte J. Norgren**, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires: 04/27/2022



[Signature]  
Notary Public

Owner:  
Vicki Jo Schaaf

By: Vicki Jo Schaaf  
Name: Vicki Jo Schaaf

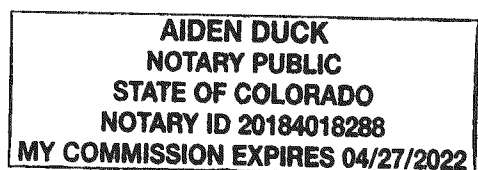
**ACKNOWLEDGMENTS**

STATE OF Colorado )  
 )ss.  
COUNTY OF Weld )

Before me, the undersigned, a Notary Public in and for said County and State on this 15 day of November, 2018, personally appeared **Vicki Jo Schaaf**, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires: 04/27/2022



[Signature]  
Notary Public

Operator:  
DPOC, LLC

By:   
Name: Jamison McIlvain  
Title: EVP of Business Development


**ACKNOWLEDGMENTS**

STATE OF COLORADO )  
 )ss.  
COUNTY OF DENVER )

Before me, the undersigned, a Notary Public in and for said County and State on this 19<sup>TH</sup> day of DECEMBER, 2018, personally appeared **Jamison McIlvain as EVP of DPOC, LLC**, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires: 2/13/22

  
Notary Public

CRISTINA CARRASCO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184007123  
MY COMMISSION EXPIRES FEBRUARY 13, 2022

## Quit Claim Deed

THIS DEED is a conveyance from the individual(s), corporation(s) or other entity(ies) named below as GRANTOR to the individual(s) or entity(ies) named below as GRANTEE(S) of whatever interest the GRANTOR may have in the real property described below.

The GRANTOR hereby sells and quit claims to the GRANTEE(S), in equal shares, as tenants in common, the real property described below with all its appurtenances.

The specific terms of this deed are:

**Grantor:** Margaret L. Meyer, f/k/a Margaret L. Box

**Grantees:** Charlotte J. Norgren  
11686 County Road 76  
Windsor, CO 80550  
  
Vicki Jo Schaaf, f/k/a Vicki Jo Box  
11710 Kearney Circle  
Thornton, CO 80233

Marilyn J. Samber  
14311 Dakota Road  
Sterling, CO 80751

**Property Description:** The Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 12, Township 8 North, Range 58 West of the 6<sup>th</sup> Principal Meridian; AND

the Southwest Quarter (SW1/4) of Section 25, Township 9 North, Range 58 West of the 6<sup>th</sup> Principal Meridian; AND

the South Half (S1/2) of the Northeast Quarter (NE1/4); the North Half (N1/2) of the Southeast Quarter (SE1/4); and the South Half (S1/2) of the Southeast Quarter (SE1/4); all in Section 26, Township 9 North, Range 58 West of the 6<sup>th</sup> Principal Meridian, County of Weld, State of Colorado.

**Reservations-Restrictions:** Reserving unto Grantor all oil, gas, other hydrocarbons, and other minerals and rights thereto owned by Grantor that are in, on or under said property.

**Documentary Fee:** No documentary fee is paid, as such conveyance is exempt under the provisions of CRS §39-13-102(2)(a) or CRS §39-13-104(b).

Executed by the Grantor on Nov. 4<sup>th</sup>, 2020.

Margaret L. Meyer  
Margaret L. Meyer, f/k/a Margaret L. Box

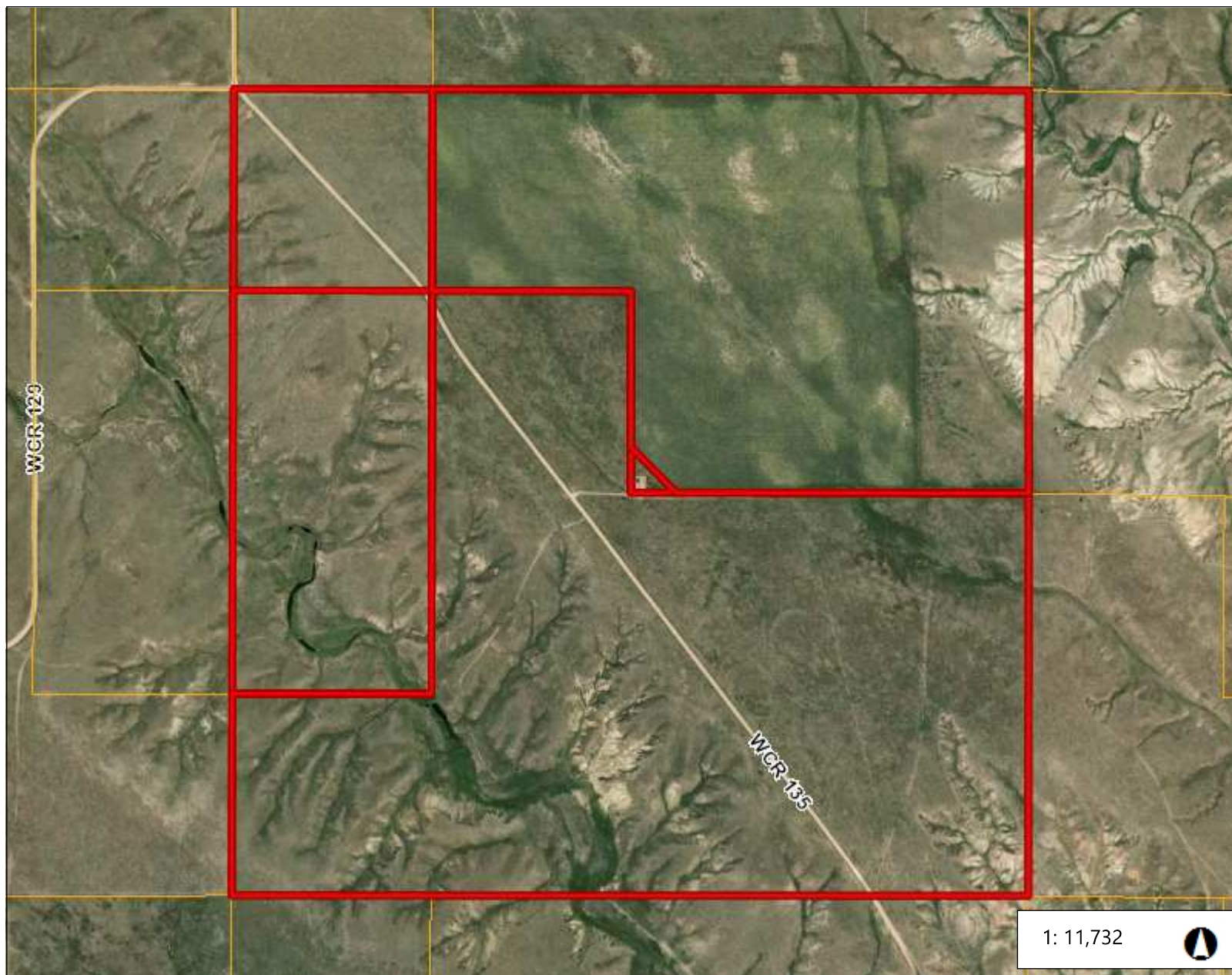
STATE OF COLORADO )  
COUNTY OF ~~WELD~~ Logan ) ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November, 2020 by Margaret L. Meyer, f/k/a Margaret L. Box.

WITNESS my hand and official seal  
My Commission Expires: 4-2-2021

Kathleen Guerin  
Notary Public

KATHLEEN GUERIN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19874078231  
MY COMMISSION EXPIRES APRIL 2, 2021



Legend

- Parcels
- Highway
- County Boundary

1: 11,732



1,955.3 0 977.65 1,955.3 Feet

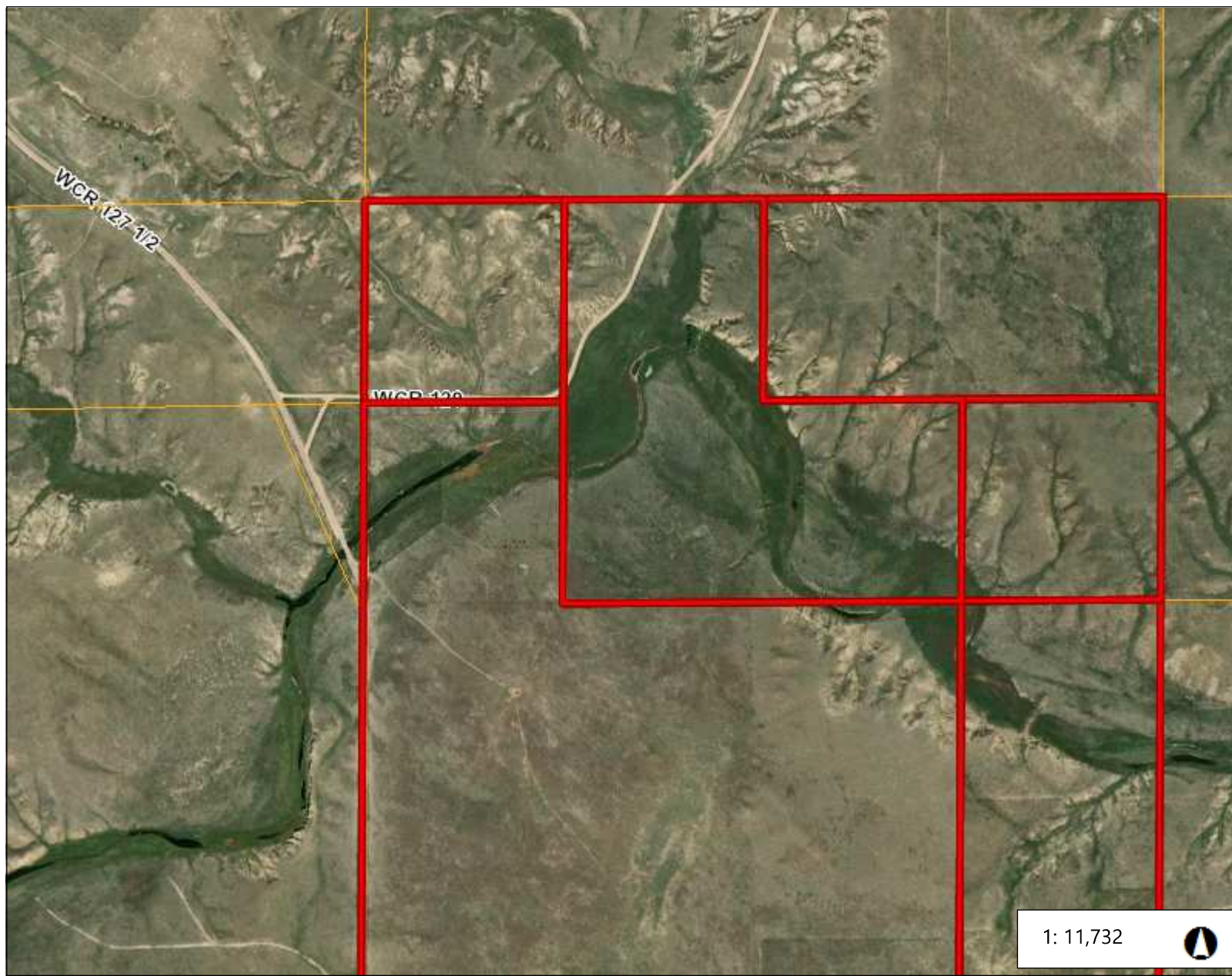
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes





1: 11,732



#### Legend

- Parcels
- Highway
- County Boundary

#### Notes

1,955.3 0 977.65 1,955.3 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



BOOK 949 RECEPTION 1870705 DATE OCT 1 1981 TIME 10 00 PM  
MARY ANN FEUERSTEIN, Clerk and Recorder, Weld County, Colorado  
2-1



Mountain Bell

Denver, Colorado  
September 24, 1981

Mrs. Mary Ann Feuerstein  
Weld County Clerk/Recorder  
P. O. Box 459  
Greeley, Colorado 80631

Dear Ms. Feuerstein:

Re: Senate Bill No. 172-1981-CRS 9-1.5-103, Establishing Procedures  
for the Protection of Underground Facilities from Damage Caused  
by Excavation Work

In compliance with Senate Bill No. 172 enacted by the General  
Assembly of Colorado, we are providing you with the following  
information:

1. Name of Operator of Underground Facilities:

Mountain Bell

2. Area Served by Mountain Bell:

See attached map

3. Telephone Number of Location Center:

226-6310

4. Job Title of Location Center Supervisor:

Assistant Manager

5. Address of Location Center:

4620 S. College Avenue  
Ft. Collins, Colorado 80525

If you have any questions or comments regarding this information,  
please contact Mike Ragan on 624-6409.

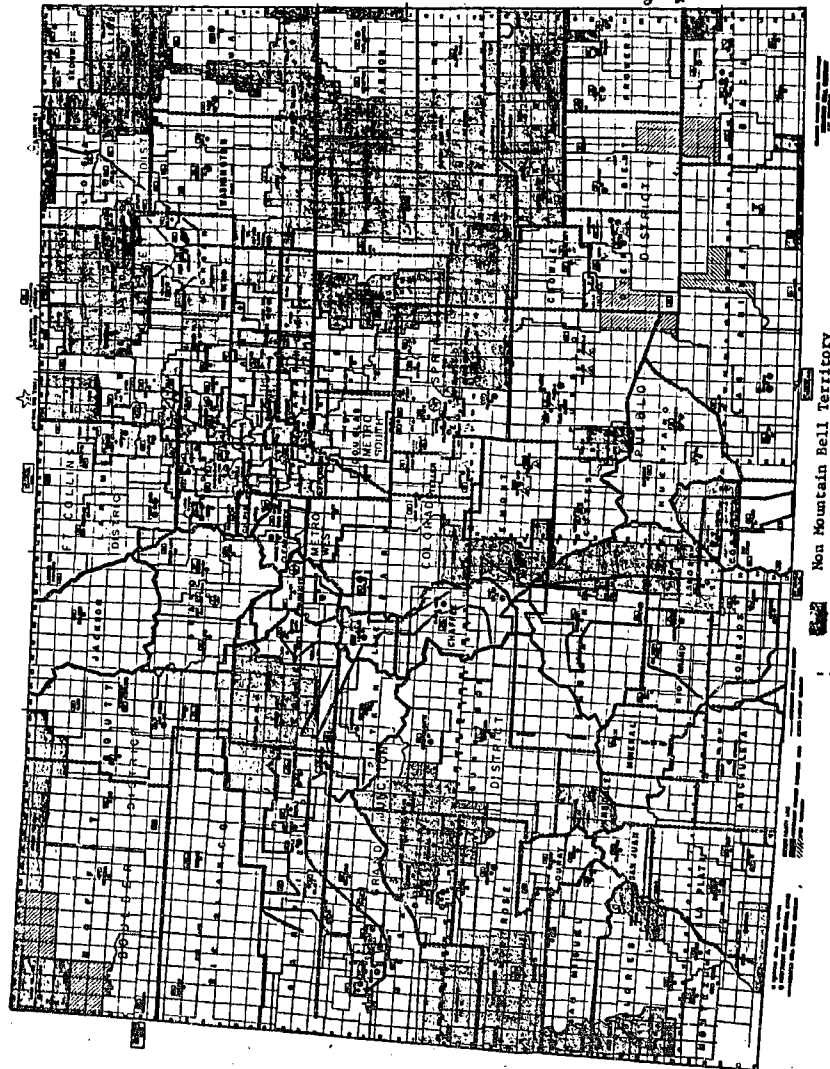
Yours truly,

*R.C. Lange*

R. C. Lange  
District Staff Manager-Distribution Services

Attachment

RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDATION, THIS IN-  
STRUMENT WAS FOUND TO BE INADEQUATE  
FOR THE BEST PHOTOGRAPHIC REPRODUCTION  
BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO  
COPY, DISCOLORED PAPER, ETC.



AR1917757

B 02990 REC 01212757 03/09/83 13 52 443.00 1/000  
F 1203 MARK AND FEUERSTEIN CLERK & RECORDER WELD CO, CO

WESTERN SLOPE GAS COMPANY  
3202 Piccadilly Road  
Aurora, Colorado 80011

March 9, 1983

Mrs. Mary Ann Feuerstein  
Weld County Clerk and Recorder  
915 10th St.  
Greeley, Colorado

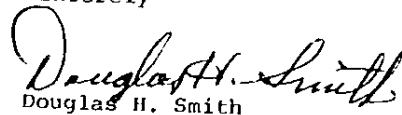
Dear Mrs. Feuerstein:

In Compliance with Senate Bill Number 172 as enacted by the General Assembly, in 1981, we wish to advise you of the "Location Center" which serves as a notification for Western Slope Gas Company facilities located in Weld County as per the attached map.

The Location Center is located at the Public Service Company building, 18201 West 10th Avenue, Golden, Colorado 80401. The dispatch telephone number is 571-7811.

Any questions regarding Western Slope Gas Company facilities may be answered by our dispatcher.

Sincerely

  
Douglas H. Smith  
Superintendent  
Mesa Division  
Western Slope Gas Co.

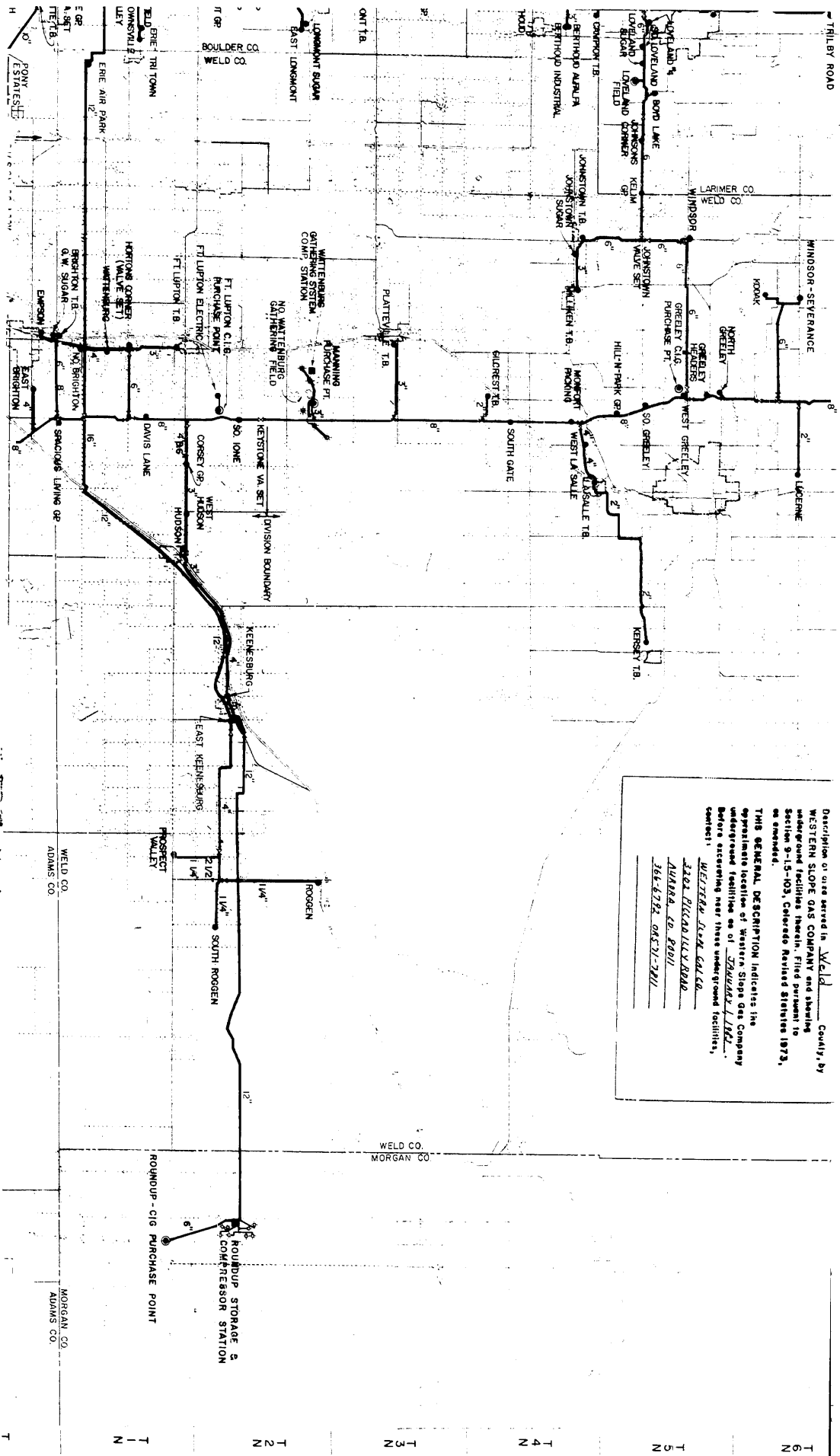
DHS:gem

RECORDERS MEMORANDUM  
AT THE TIME OF RECORATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

This map illustrates a water distribution network in Norfolk, Virginia. Key features include:

- Water Purchase Point:** Located at the top right, labeled "NORFOLK CITY WATER PURCHASE POINT".
- Transmission Lines:**
  - A main line starting from the purchase point, labeled "48 inch" and "36 inch".
  - A line labeled "24 inch" running horizontally across the middle.
  - A line labeled "12 inch" running vertically on the left side.
  - A line labeled "12 inch" running horizontally at the bottom left.
- Local Facilities and Landmarks:**
  - Cement Plant Water Set:** Located near the top center.
  - Wellington T.B.:** Located near the top center.
  - Island Feeders:** Located near the top center.
  - Amstel Hills:** Located near the top center.
  - Amstel:** Located near the top center.
  - Midway:** Located near the top center.
  - Alt City Purchase Point:** Located near the top center.
  - Cheriton Oil:** Located near the top center.
  - Western Alameda:** Located near the bottom left.
  - St. Collins:** Located near the bottom left.
  - Wood Tech School:** Located near the bottom left.
- Grid System:**
  - Range (R):** R 62 W, R 63 W, R 64 W, R 65 W, R 66 W, R 67 W, R 68 W.
  - Township (T):** T 10 N, T 11 N, T 12 N.

R60W R59W



Description of size served in Weld County, by  
 WESTERN SLOPE GAS COMPANY and showing  
 underground facilities therein. Filed pursuant to  
 Section 9-13-103, Colorado Revised Statutes 1973,  
 as amended.

THIS GENERAL DESCRIPTION indicates the  
 approximate location of Western Slope Gas Company  
 underground facilities as of January 1, 1972.  
 Before occurring near these underground facilities,  
 contact:

WESTERN SLOPE GAS CO.  
2222 HICKADILLY ROAD  
LAUREL, CO. 80601  
366-6282, 643-7170

T 6 N

T 5 N

T 4 N

T 3 N

T 2 N

T 1 N

T



**Associated Natural Gas, Inc.**

AR1974810

July 10, 1984

Weld County Clerk & Recorder  
915 10th Street  
Greeley, CO 80631

Gentlemen:

In accordance with Colorado Senate Bill No. 172 (Par. 9-1.5-103 (1)), please find attached a map showing gas pipeline facilities existing or under construction by Associated Natural Gas, Inc. in Weld County. This map supersedes the map furnished 9-22-83.

For exact location of the facilities, please contact Mr. E.F. Catron, Vice President Operations, at (303) 572-8002 in Eaton, Colorado, or contact our Denver Office at (303) 296-9645.

Sincerely,

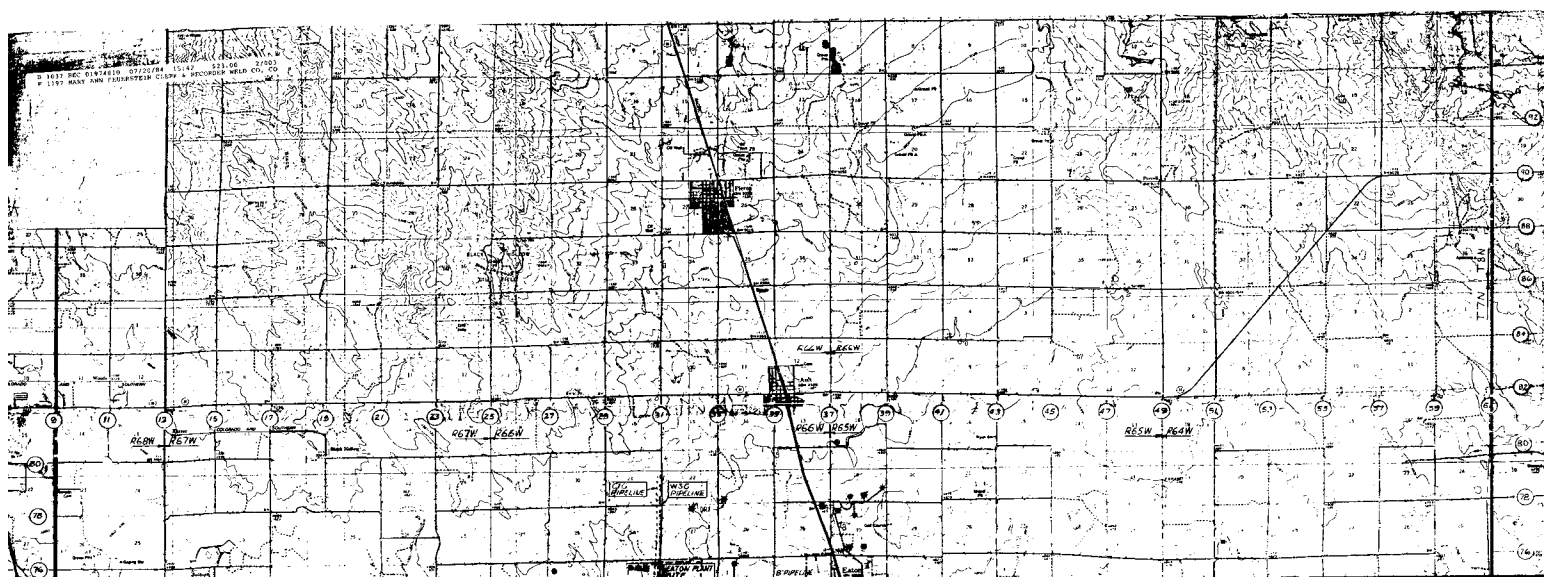


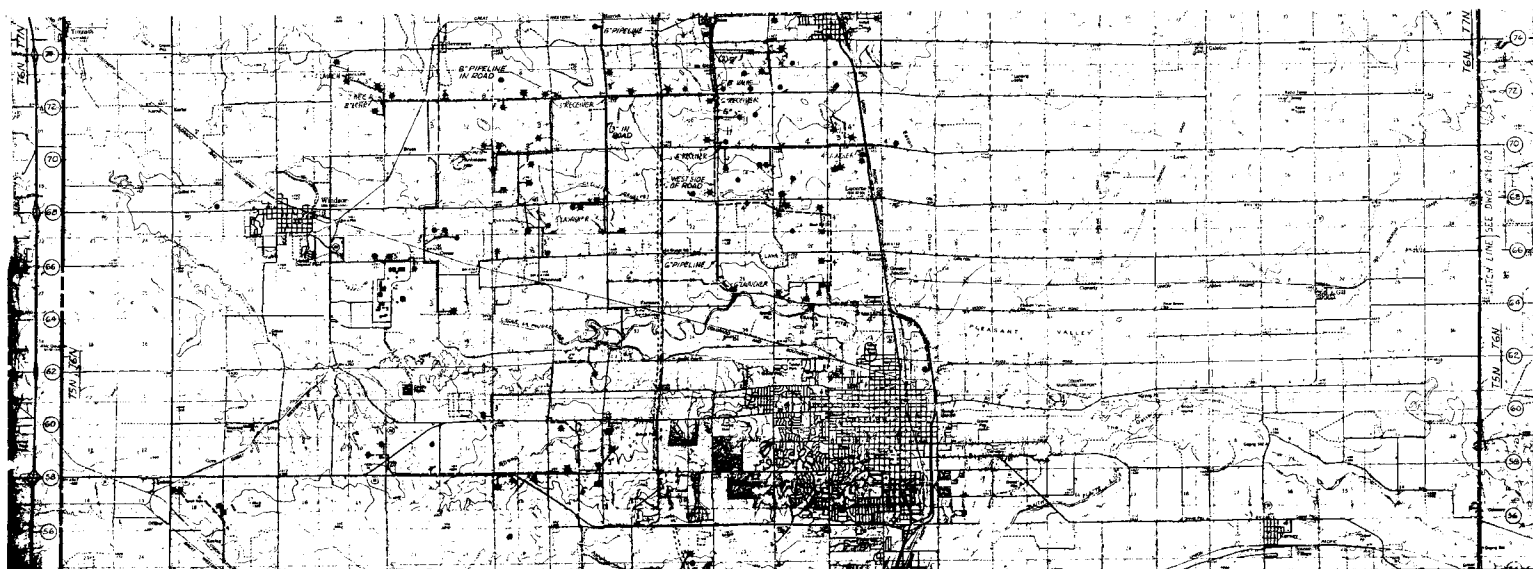
J. Richard Powell

dls

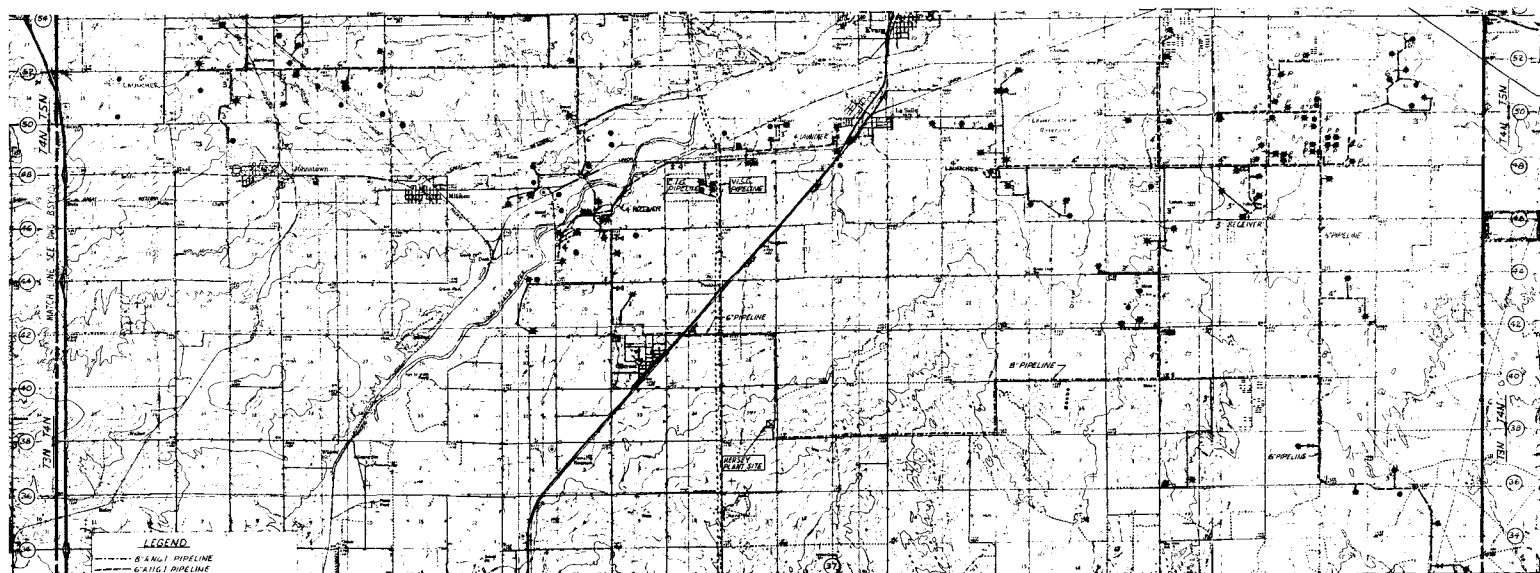
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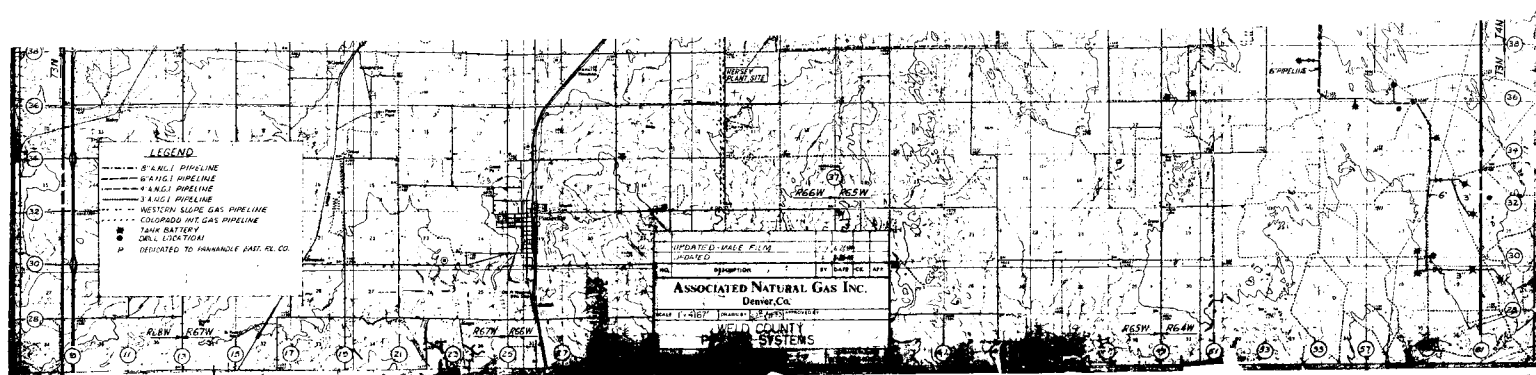
cc: J.C. deGraffenried  
E.F. Catron

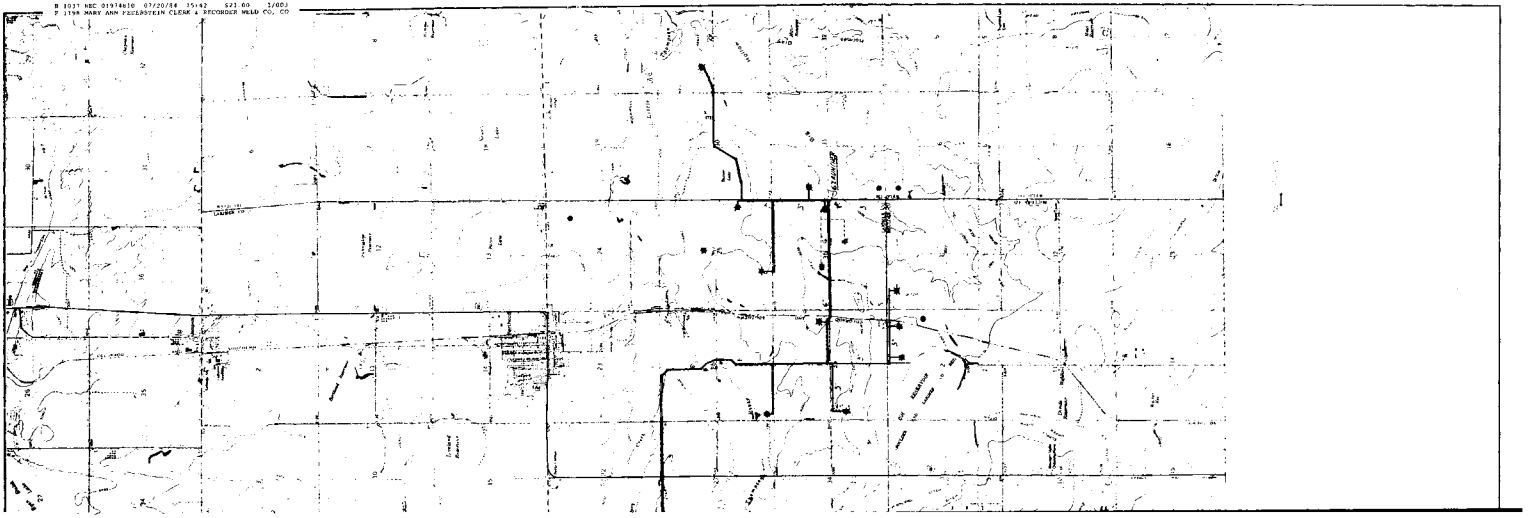














AR1983584



**Associated Natural Gas, Inc.**

B 1045 REC 01983584 10/01/84 15:52 \$23.00 1/003  
F 0339 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

September 20, 1984

Weld County Clerk & Recorder  
915 10th Street  
Greeley, CO 80631

Gentlemen:

In accordance with Colorado Senate Bill No. 172 (Par. 9-1.5-103 (1) ), please find attached a map showing gas pipeline facilities existing or under construction by Associated Natural Gas, Inc. in Boulder County. This map supercedes the map furnished 7-10-84.

For exact location of the facilities, please contact Mr. E.F. Catron Vice President Operations, at (303) 572-8002 in Eaton, Colorado, or contact our Denver Office at (303) 296-9645.

Sincerely,

*J. Richard Powell*  
J. Richard Powell

als

Attachment

cc: J.C. deGraffenried  
E.F. Catron

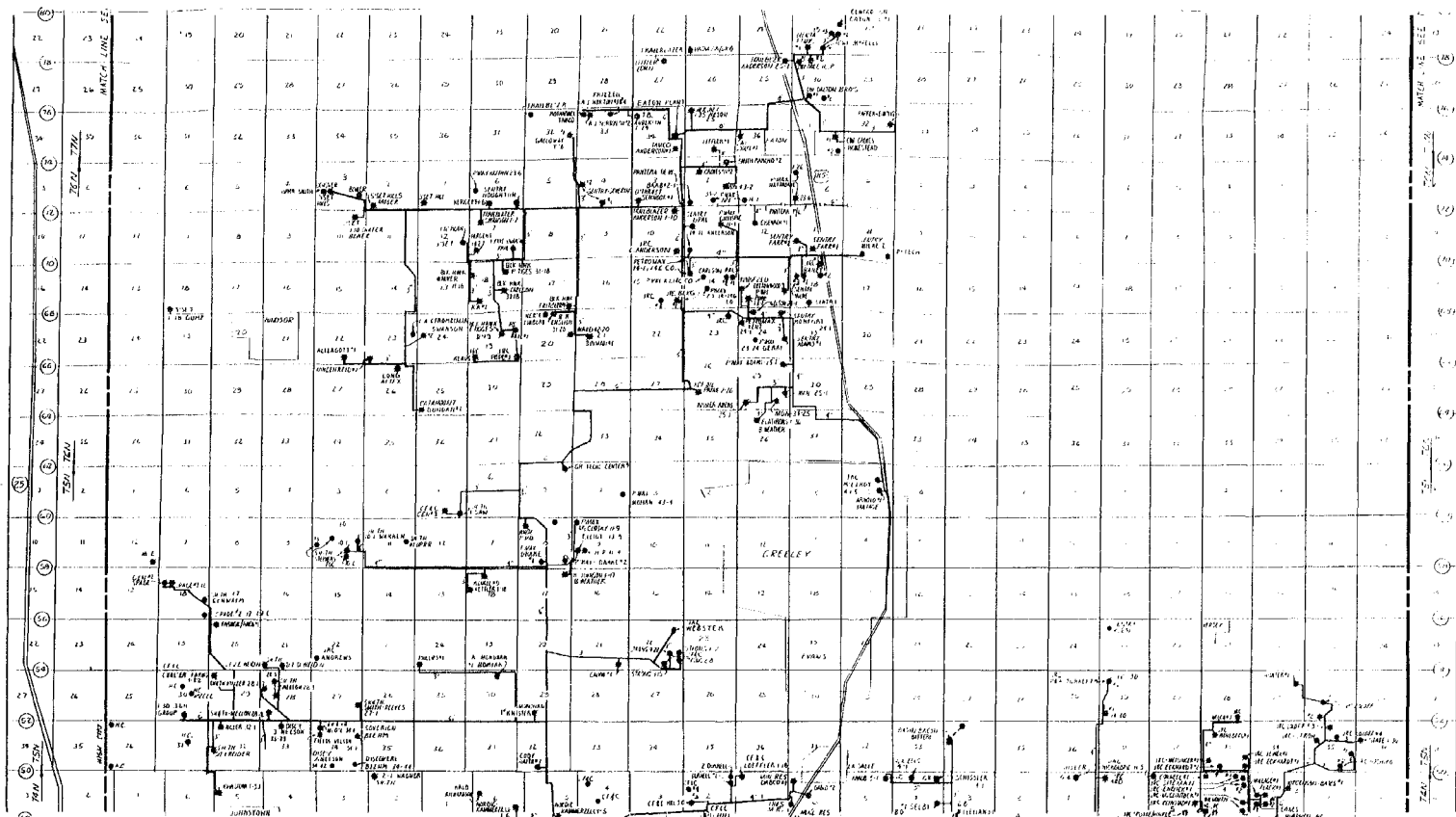
RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

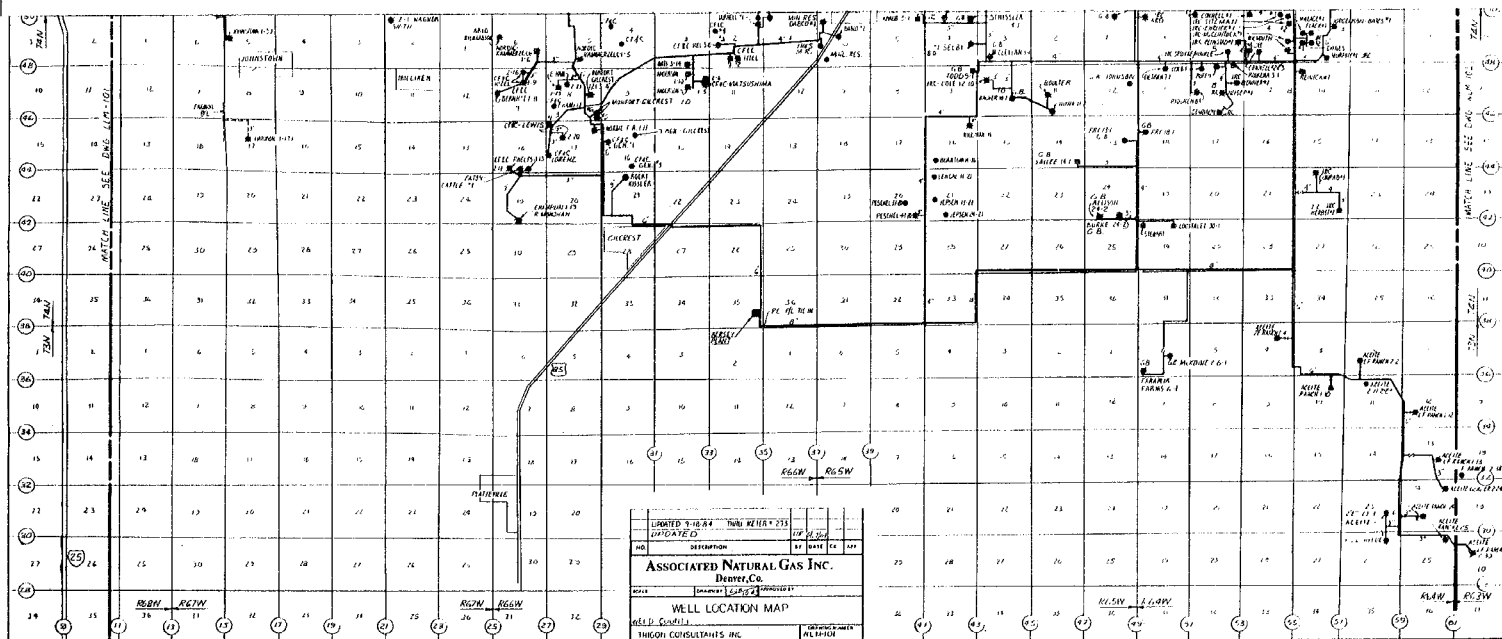
m 387  
2300 #3627  
L

Return to:  
Trigon Consulting, Inc.  
PO Box 5493  
Denver CO 80217

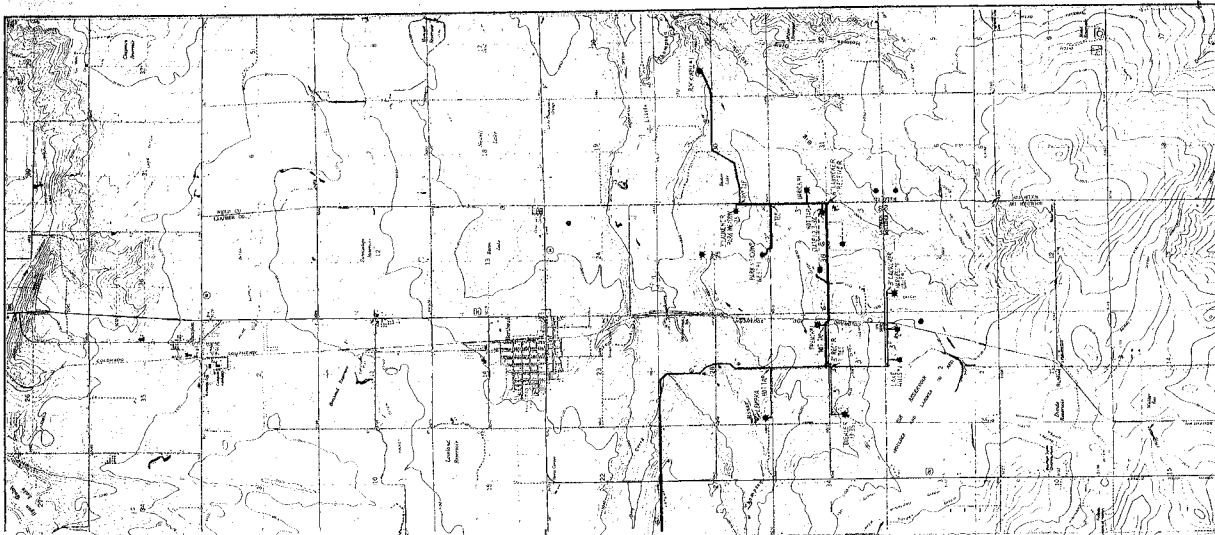
Suite 600 • 1401 Seventeenth Street • P.O. Box 5493 • Denver, Colorado 80217 • 303/292-3331





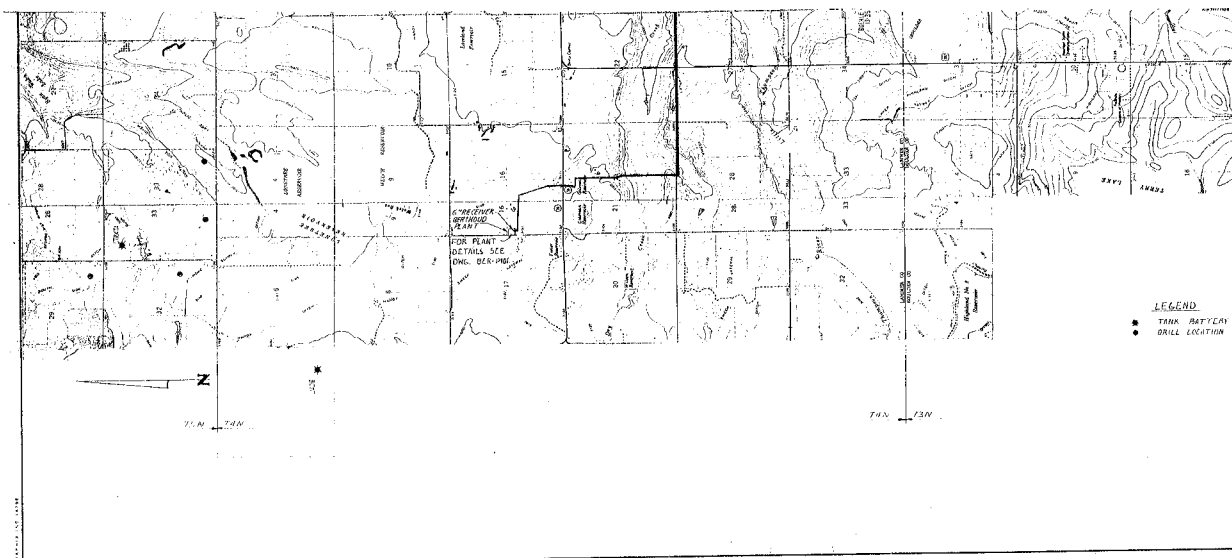






U.S. GEOLOGICAL SURVEY  
WASHINGTON, D.C. 20506

1:50,000



LEGEND  
 \* TANK BATTERY  
 • DRILL LOCATION

DATE	1/1/2007	BY	TRIGON	CHK	TRIGON
NO.	00000000	BY	TRIGON	CHK	TRIGON
<b>BERTHOUD GAS COMPANY</b> Denver, CO					
PROJECT NO. 00000000 PROJECT NAME: BERTHOUD GATHERING SYSTEM					
TRIGON CONSULTANTS, INC.					

**NATURAL GAS ASSOCIATES, INC.**

February 23, 1988

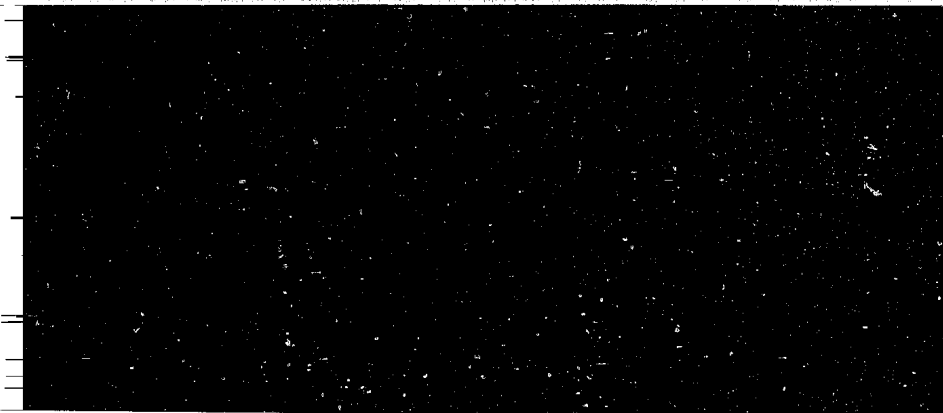
Weld County Clerk & Recorder  
915 10th Street  
Greeley, Colorado 80631

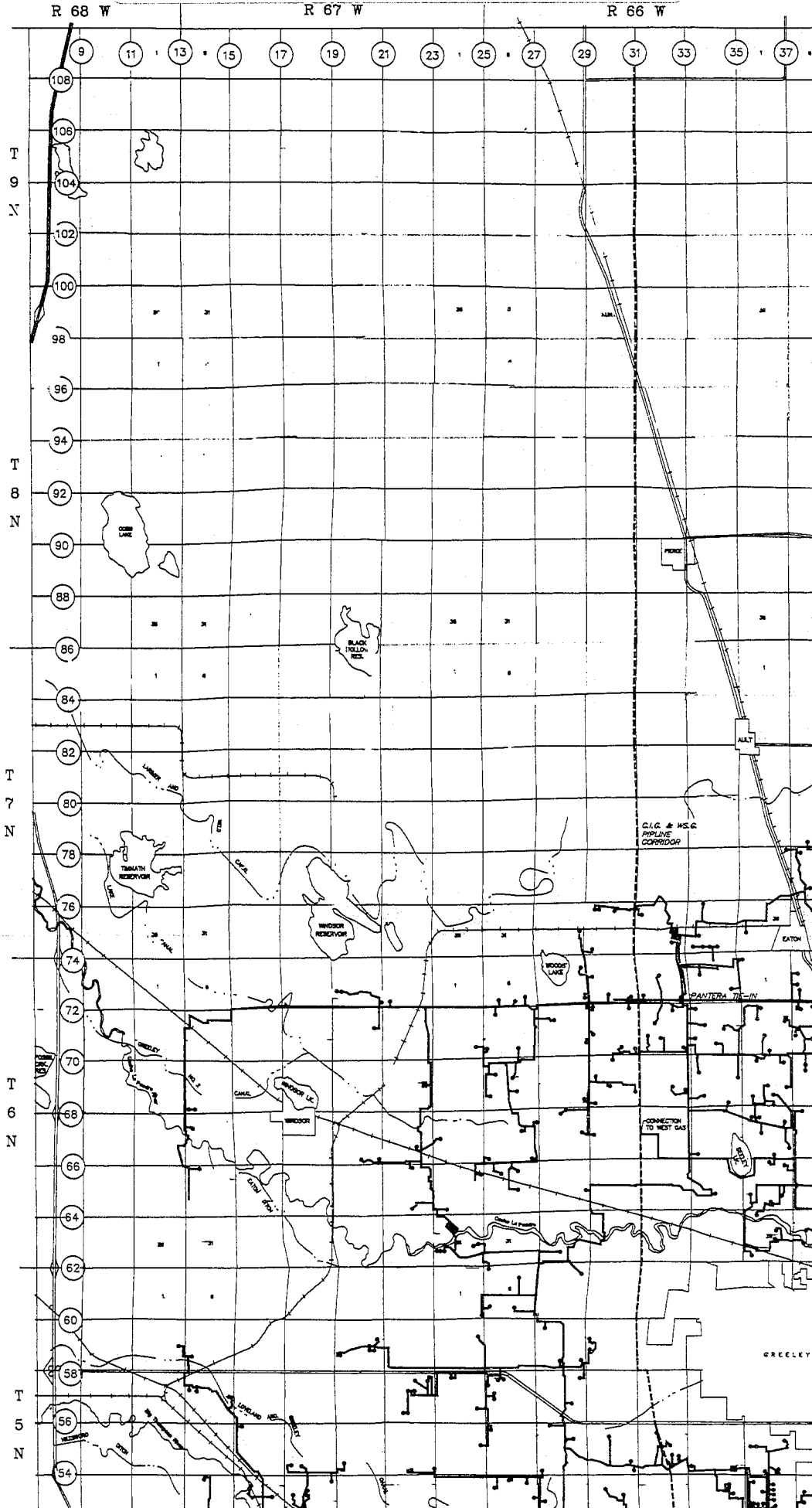
Gentlemen:

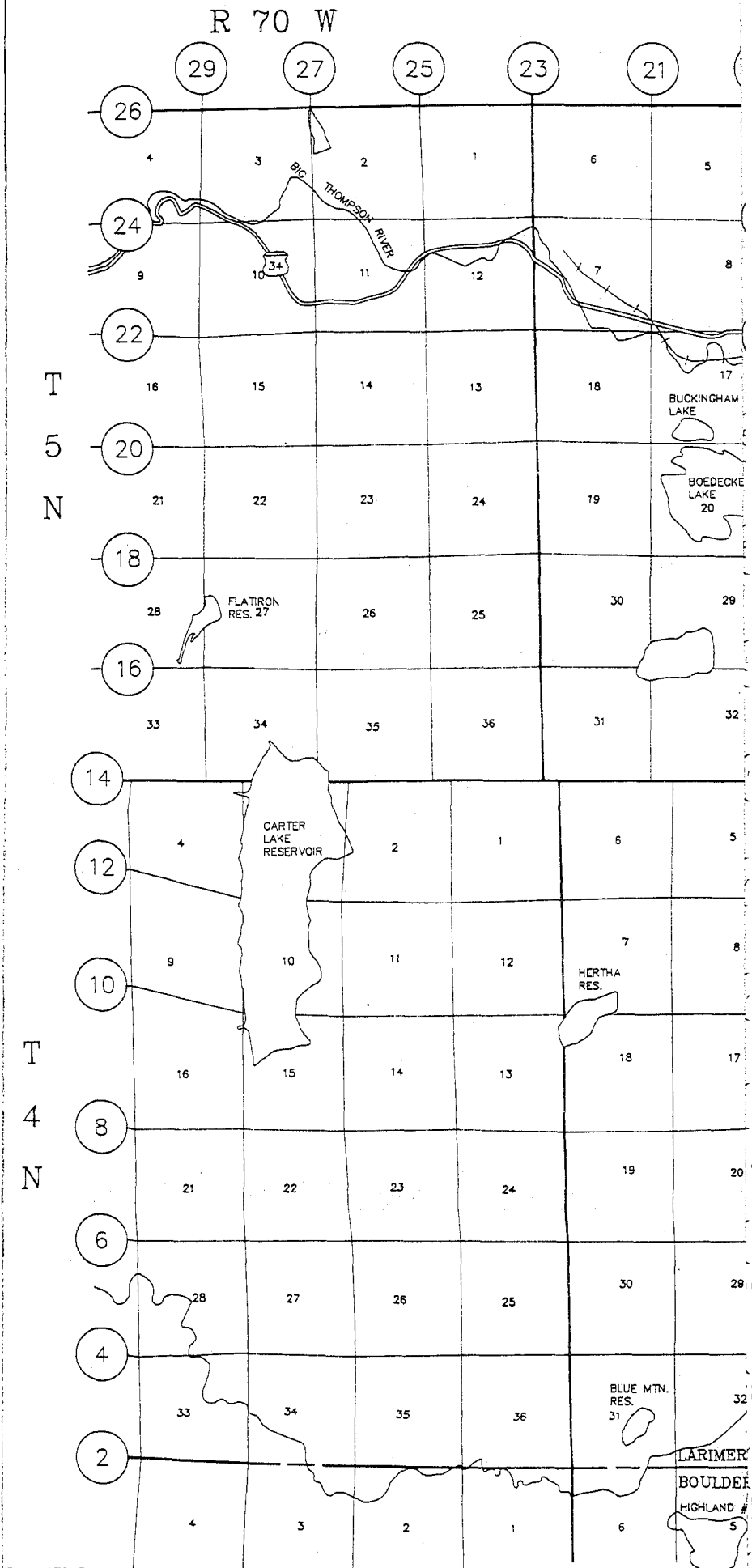
In accordance with Colorado Senate Bill No. 172 (Par. 9-1.5-103 (1)), please find attached a map showing gas pipeline facilities existing or under construction by Associated Natural Gas, Inc. in Weld County. This map supercedes the map furnished January 27, 1987.

For exact location of the facilities, please contact Mr. E. F. Catron Vice President Operations, Denver, Colorado at (303) 292-3331 or contact Trigon Consultants, Inc. Denver office at (303) 296-9645.

Sincerely,

Michael J. Quigley  
Senior Vice PresidentMJQ:ksd  
Enclosurecc: J.C. deGraffenried  
E.F. Catron1401 SEVENTEENTH STREET • SUITE 600 • DENVER, COLORADO 80202 • (303) 292-3331  
MAILING ADDRESS: P.O. BOX 5493 • DENVER, COLORADO 80217





**ASSOCIATED NATURAL GAS, INC.**

March 28, 1989

Weld County Clerk & Recorder  
915 10th Street  
Greeley, Colorado 80631

Gentlemen:

In accordance with Colorado Senate Bill No. 172 (Par. 9-1.5-103(1)), please find attached a map showing gas pipeline facilities existing or under construction by Associated Natural Gas, Inc. in Weld County. This map supercedes the map furnished January 27, 1987.

For exact location of the facilities, please contact Mr. Roland Reinick Division Manager, Greeley Colorado at (303)454-3366.

Sincerely,

A handwritten signature in cursive script, appearing to read "E.F. Catron".

E.F. Catron  
V.P. of Operations

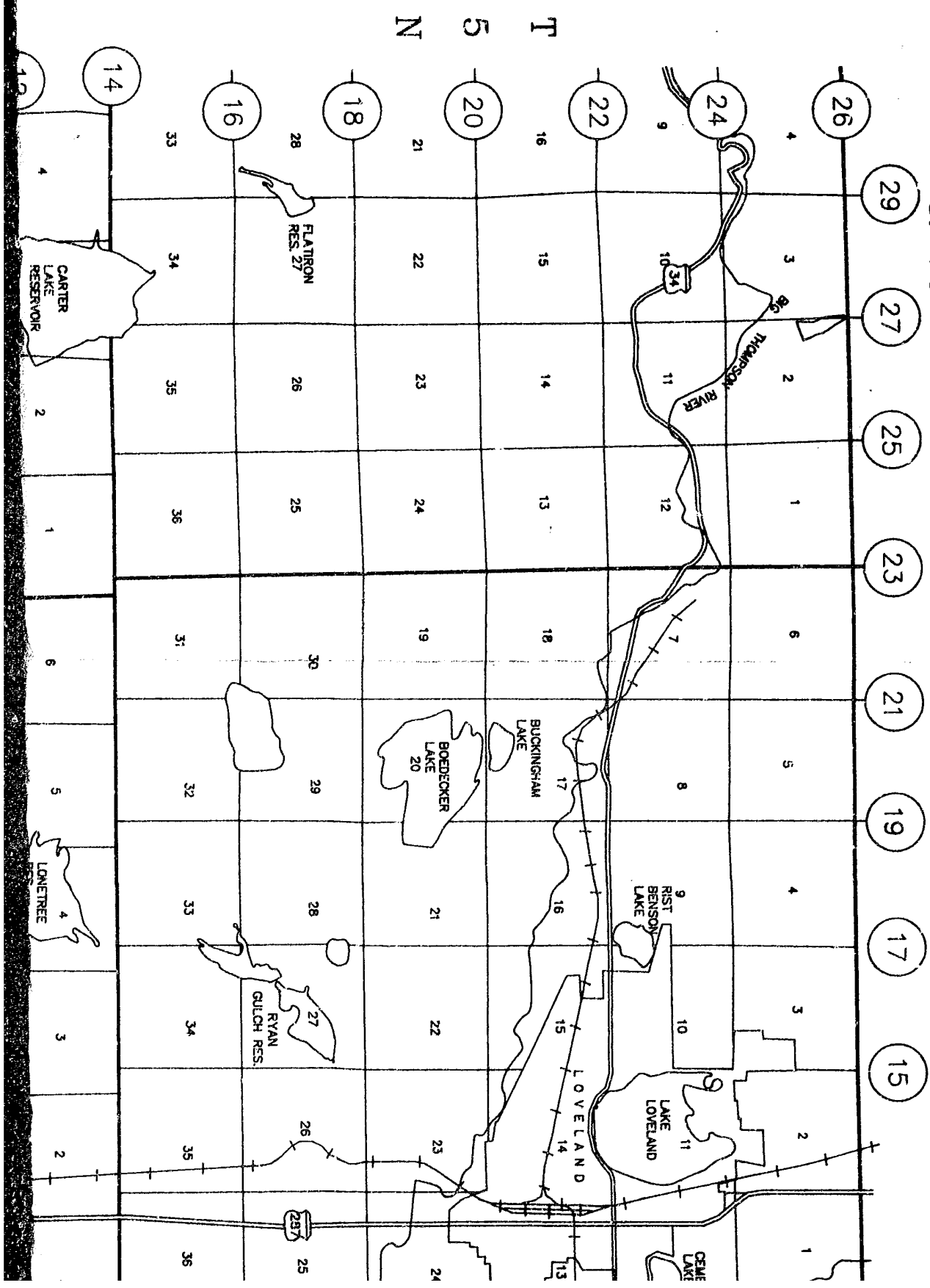
EFC:rs  
Enclosures

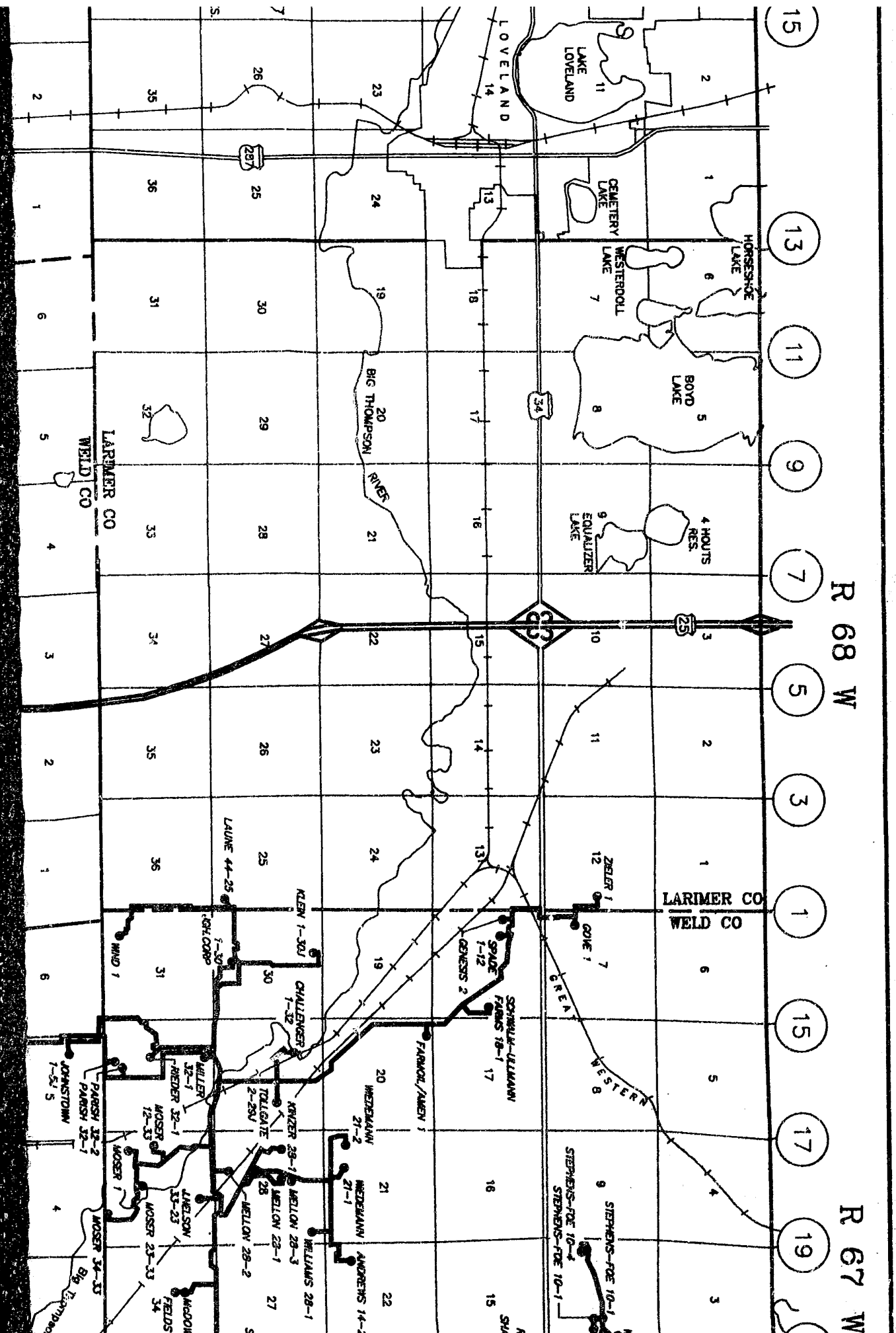
cc:File

B 1229 REC 02175917 04/10/89 08:52 \$23.00 2/003  
F 0403 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

R 70 W

R 69 W





R 68 W

R 67 W

- 15
- 13
- 11
- 9
- 7
- 5
- 3
- 1
- 15
- 17
- 19

LARIMER CO  
WELD CO

LOVELAND LAKE  
LOVELAND

CEMETERY LAKE  
WESTERHOLM LAKE

HORSESHOE LAKE

BOYD LAKE

4 HOUTS RES.  
9 EQUALTER LAKE

BIG THOMPSON RIVER

34

25

ZIELER 1  
COLE 1

9 STEPHENS-FOE 10-1  
STEPHENS-FOE 10-4  
STEPHENS-FOE 10-1

SCHWAB-ULLMANN  
FARM 18-1

21 WEDERMAN  
ANDREWS 14-1

KLEIN 1-30  
CHALLENGER 1-32

LAUNE 44-25

30

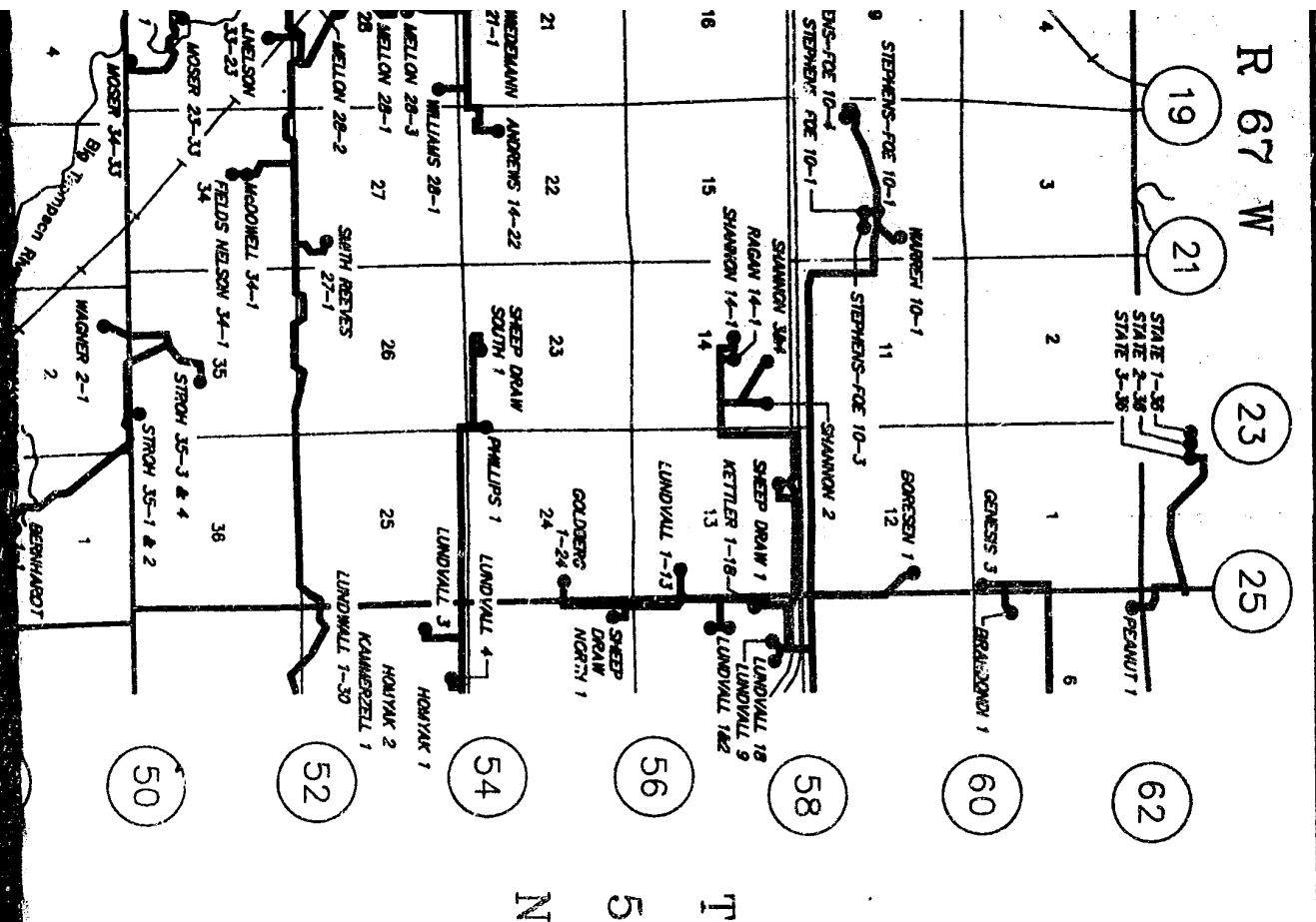
WILLIAMS 28-1

WILLIAMS 28-1

WILLIAMS 28-1

WILLIAMS 28-1





# ASSOCIATED NATURAL GAS, INC.

1401 17th, STREET SUITE 600  
DENVER, COLORADO 80202  
PHONE: (303) 292-3331

MAILING ADDRESS:  
P.O. BOX 5493  
DENVER, COLORADO 80217

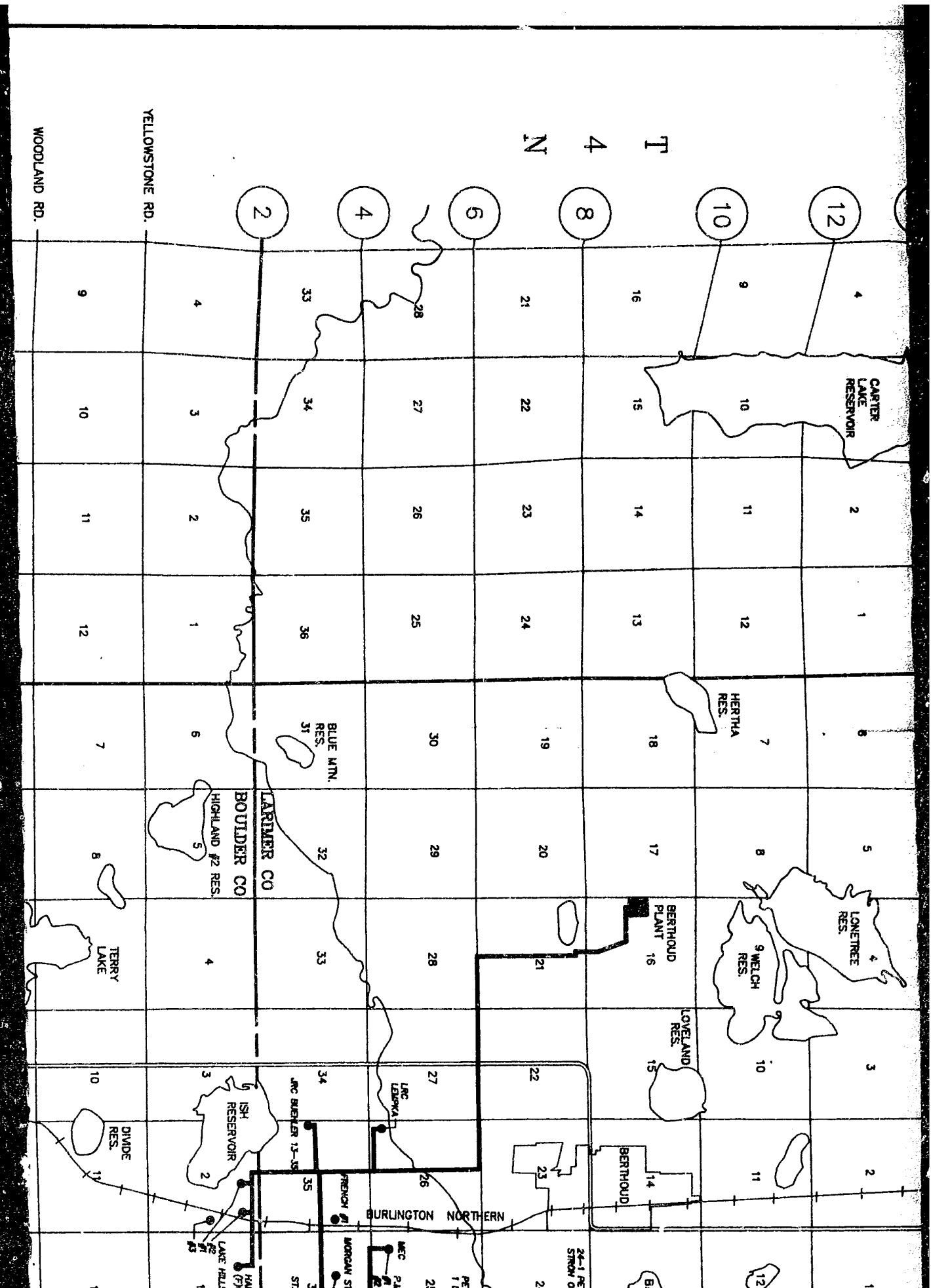
## BERTHOUD GATHERING SYSTEM MAP WELD COUNTY TIE-IN POINT

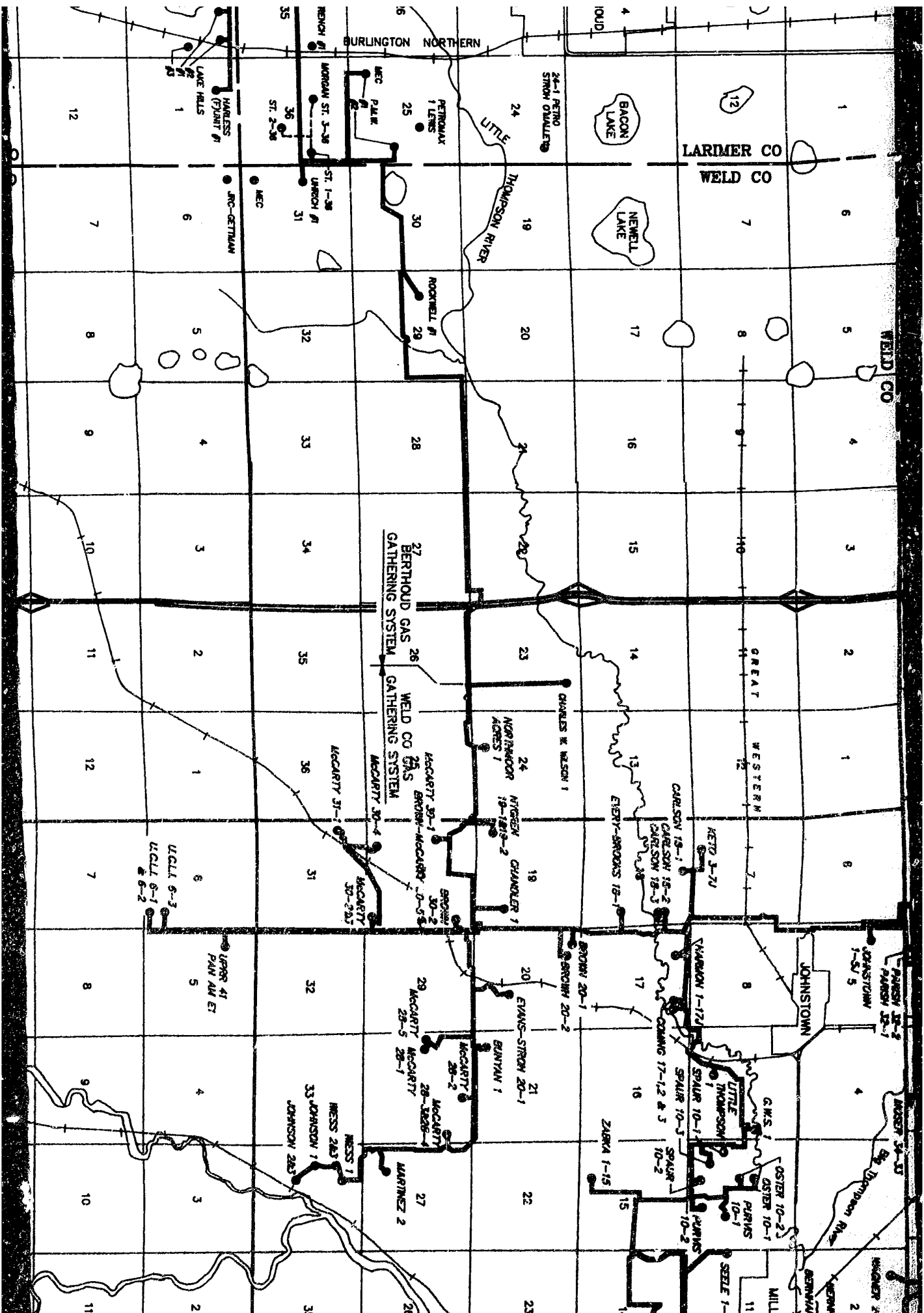
PREPARED BY:  
TRIGON CONSULTANTS INC.  
DENVER, COLORADO

T  
4  
N

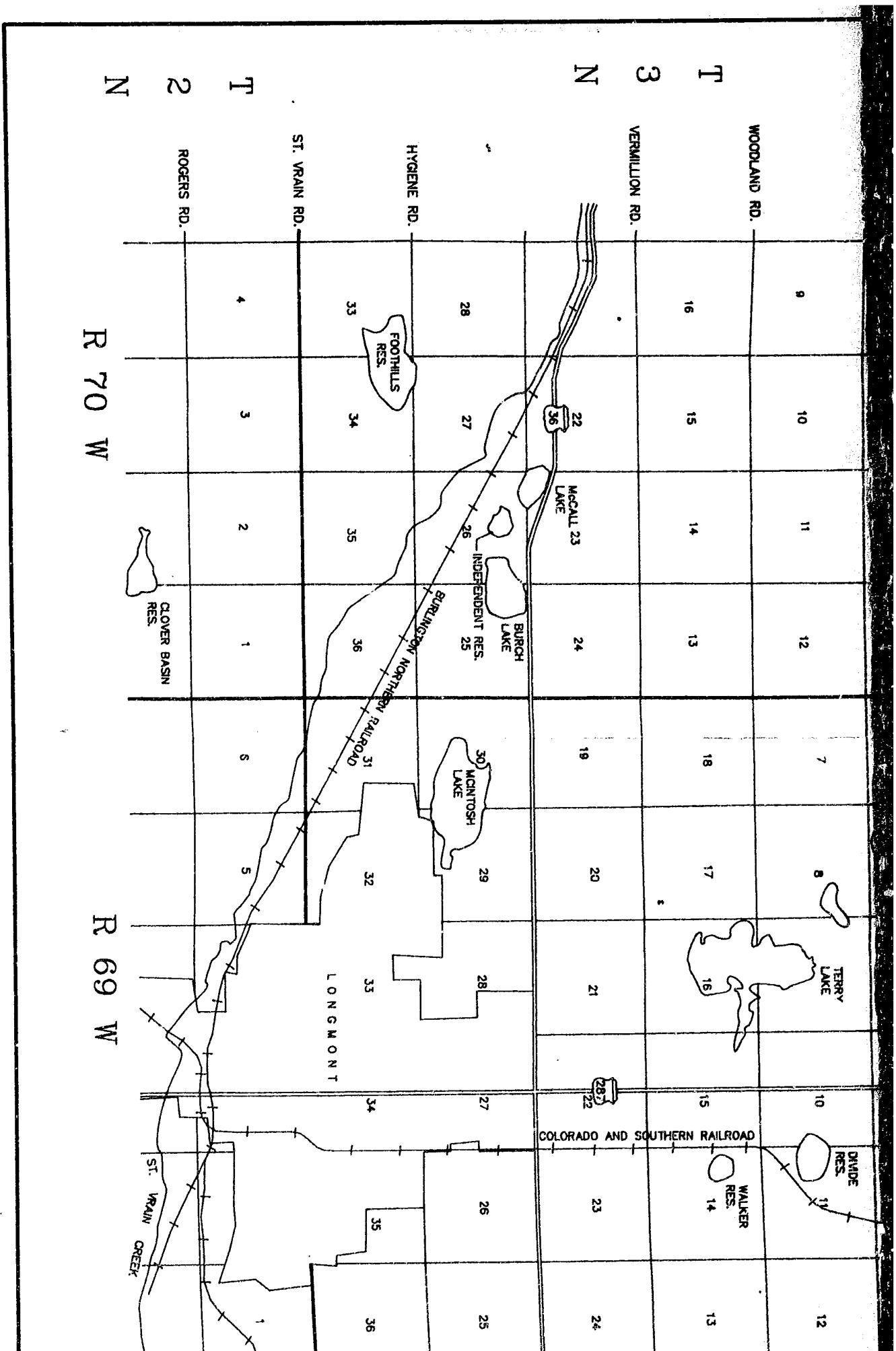
WOODLAND RD.

YELLOWSTONE RD.





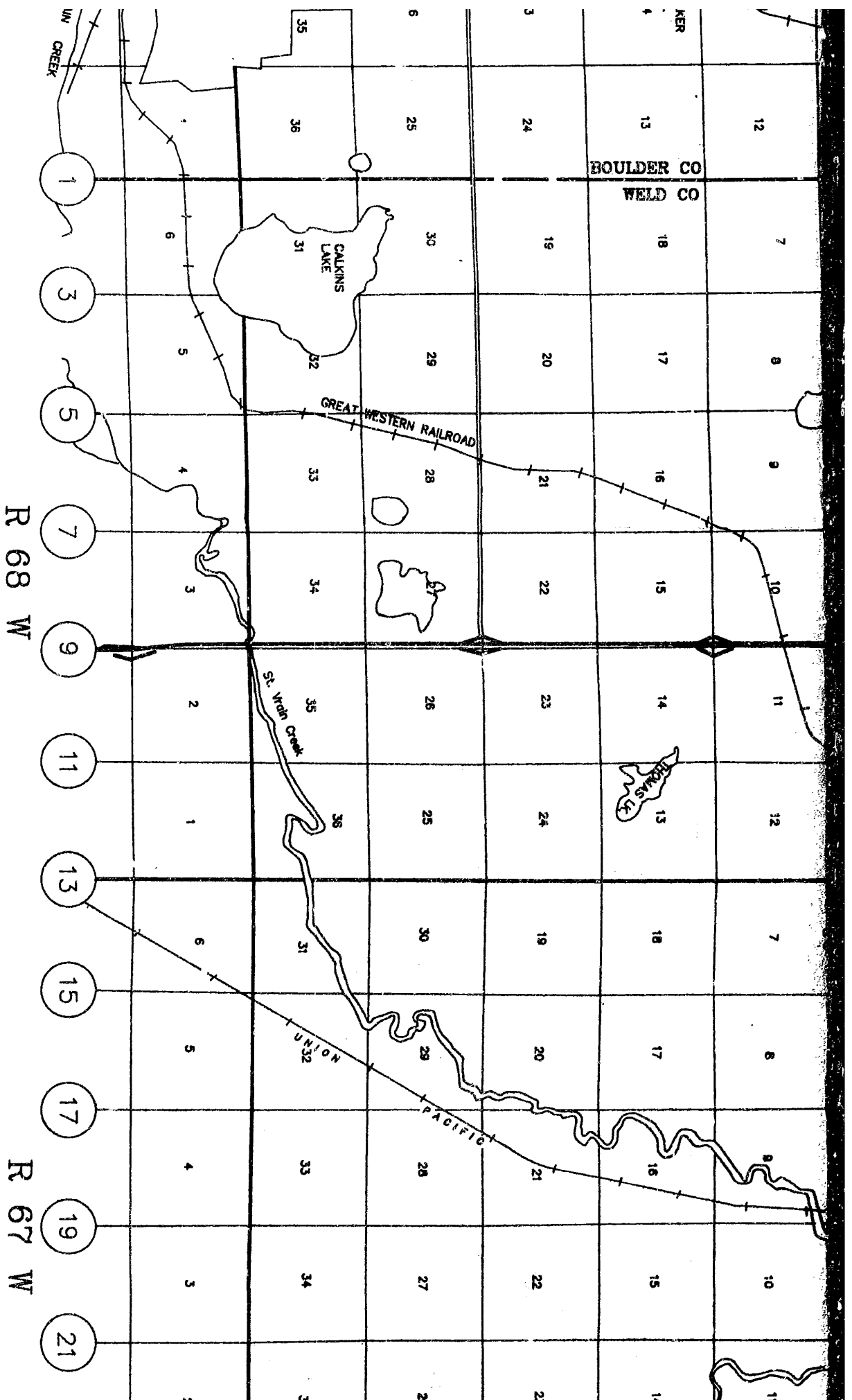


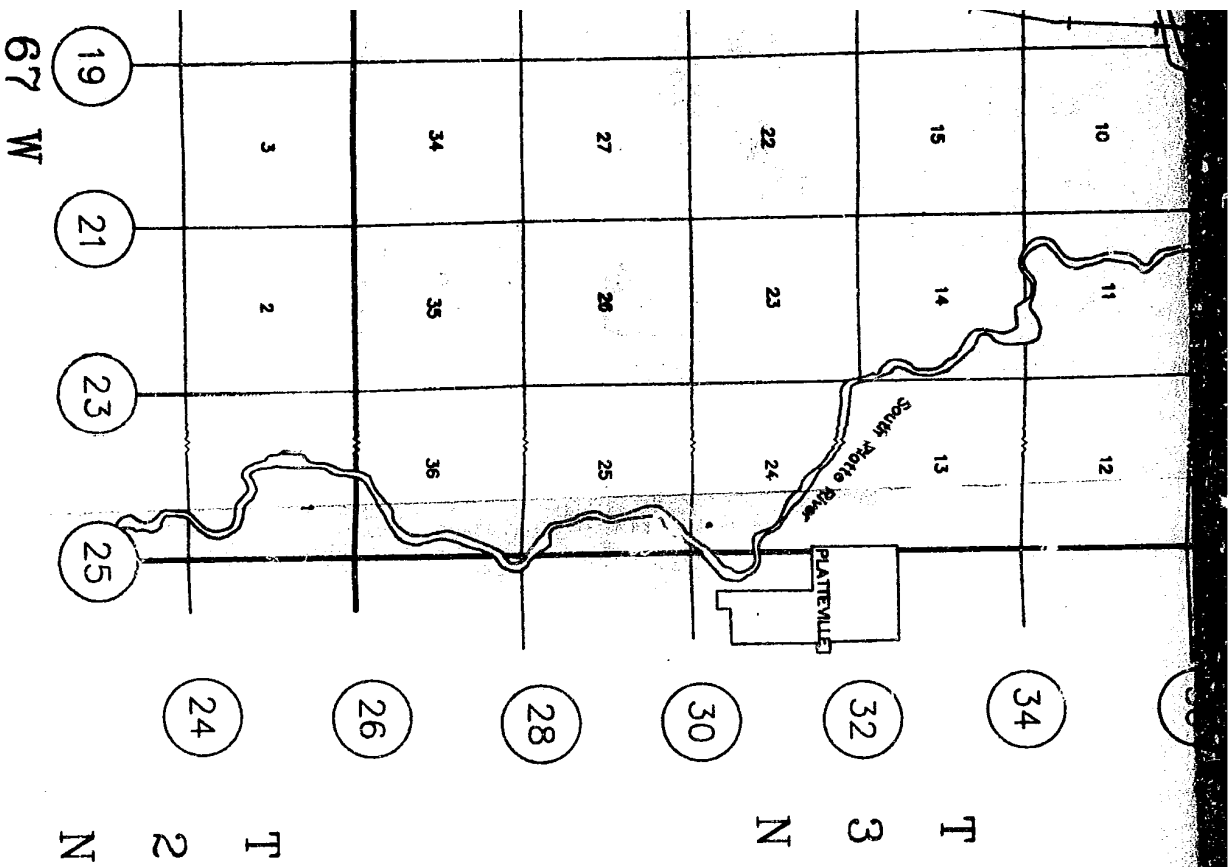


T 3 N  
T 2 N

R 70 W

R 69 W



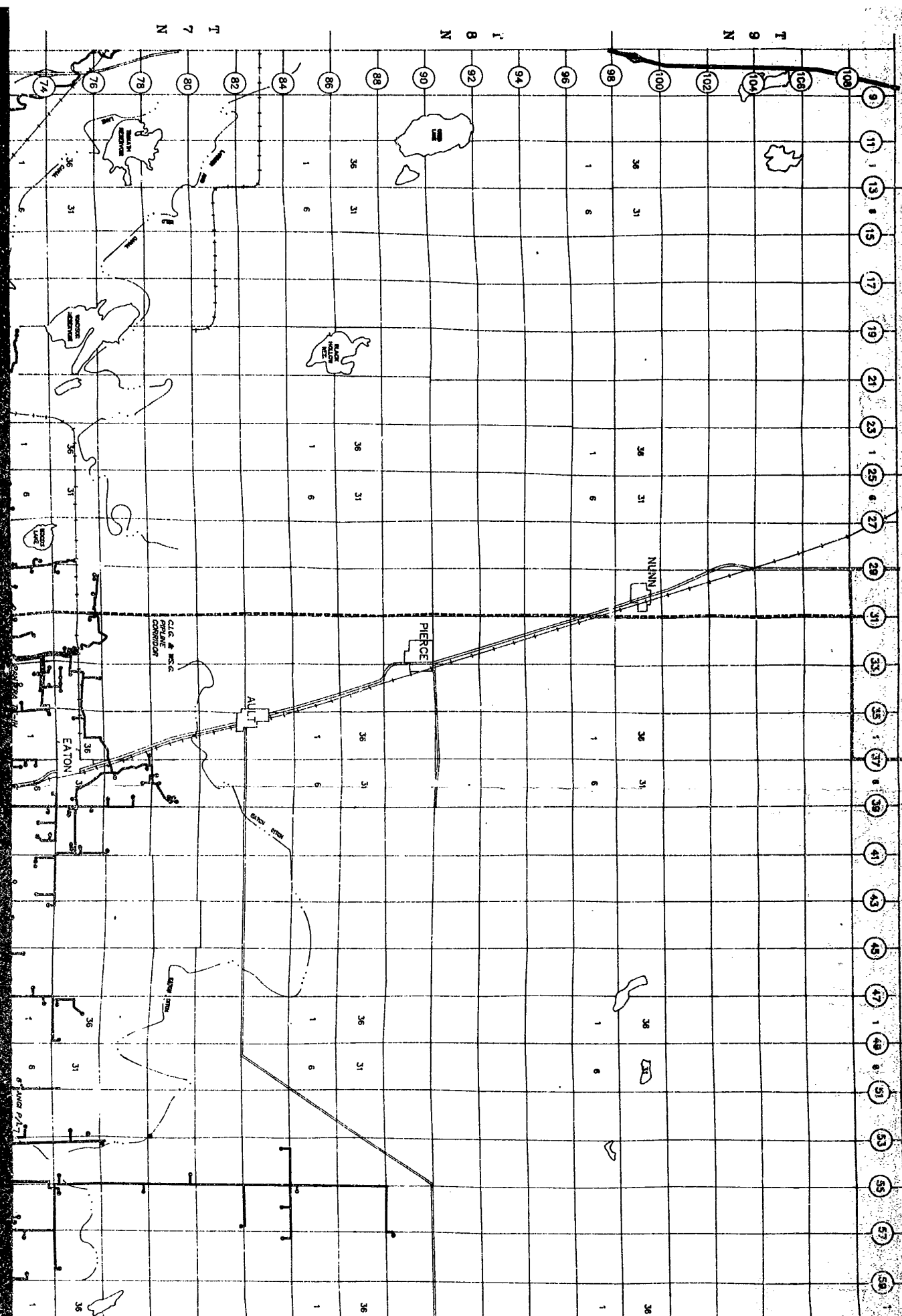


SPECIAL NOTE:

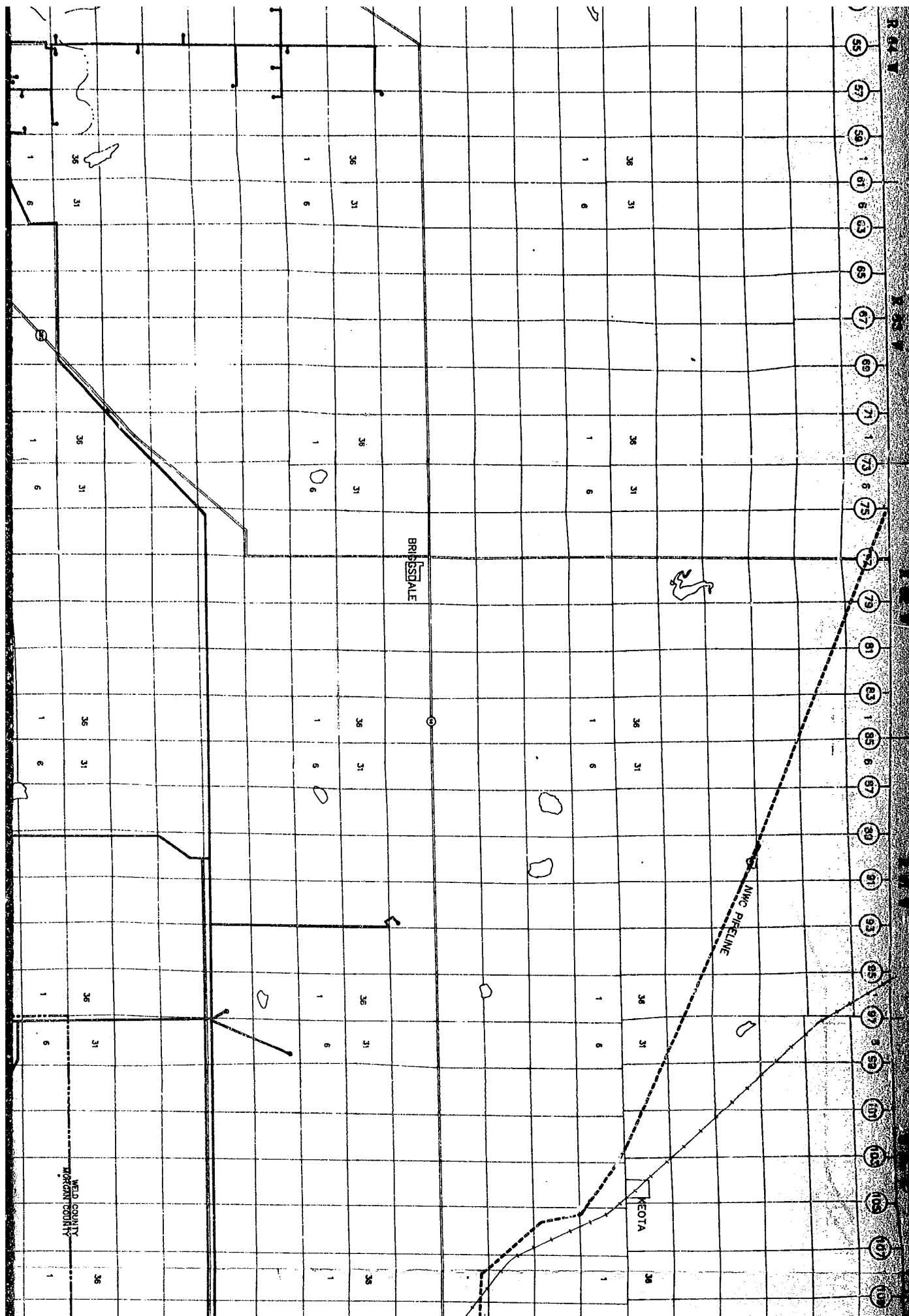
FOR ACCURATE WELD CO.  
LEASE INFO. SEE DWG.  
WELDCO

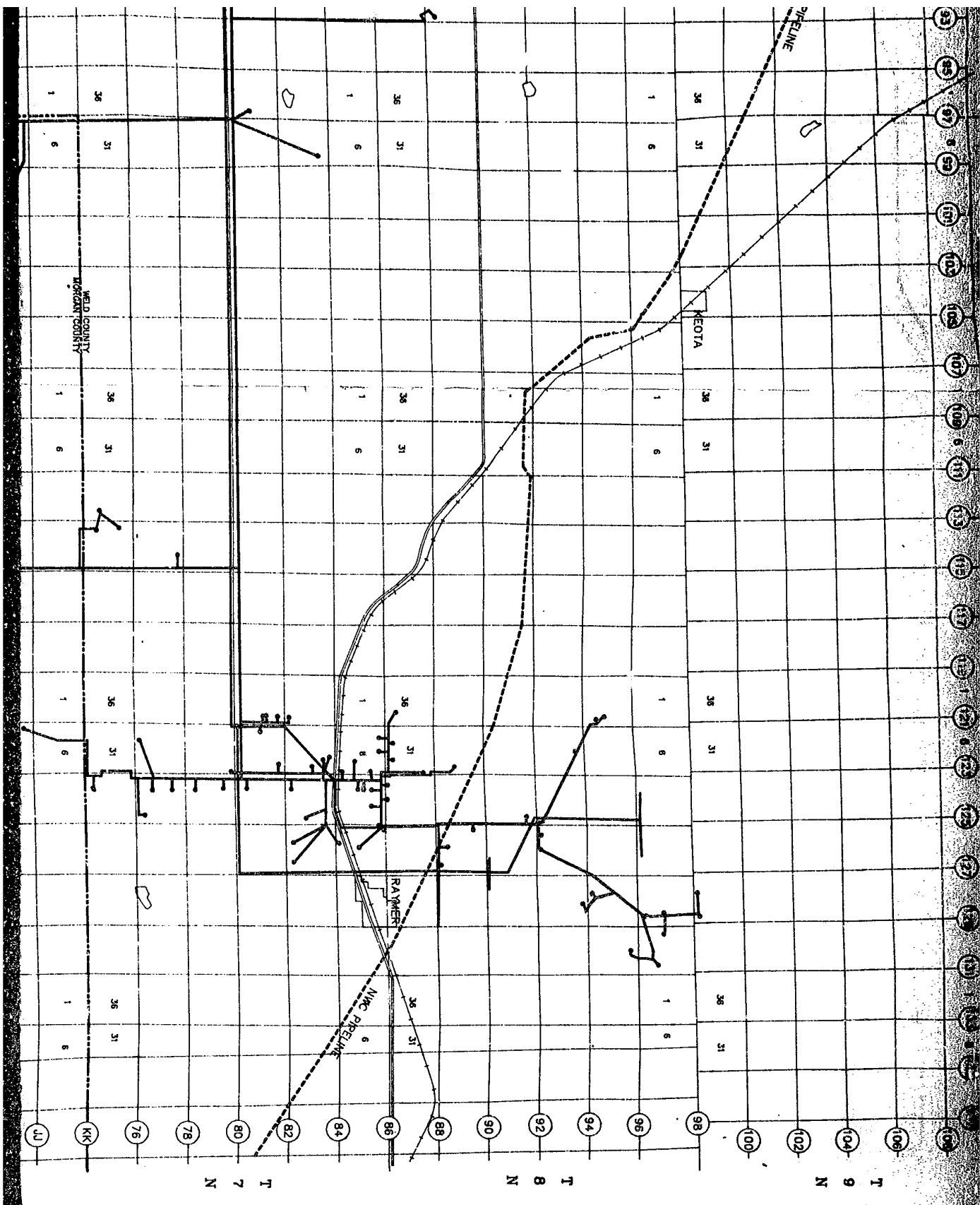
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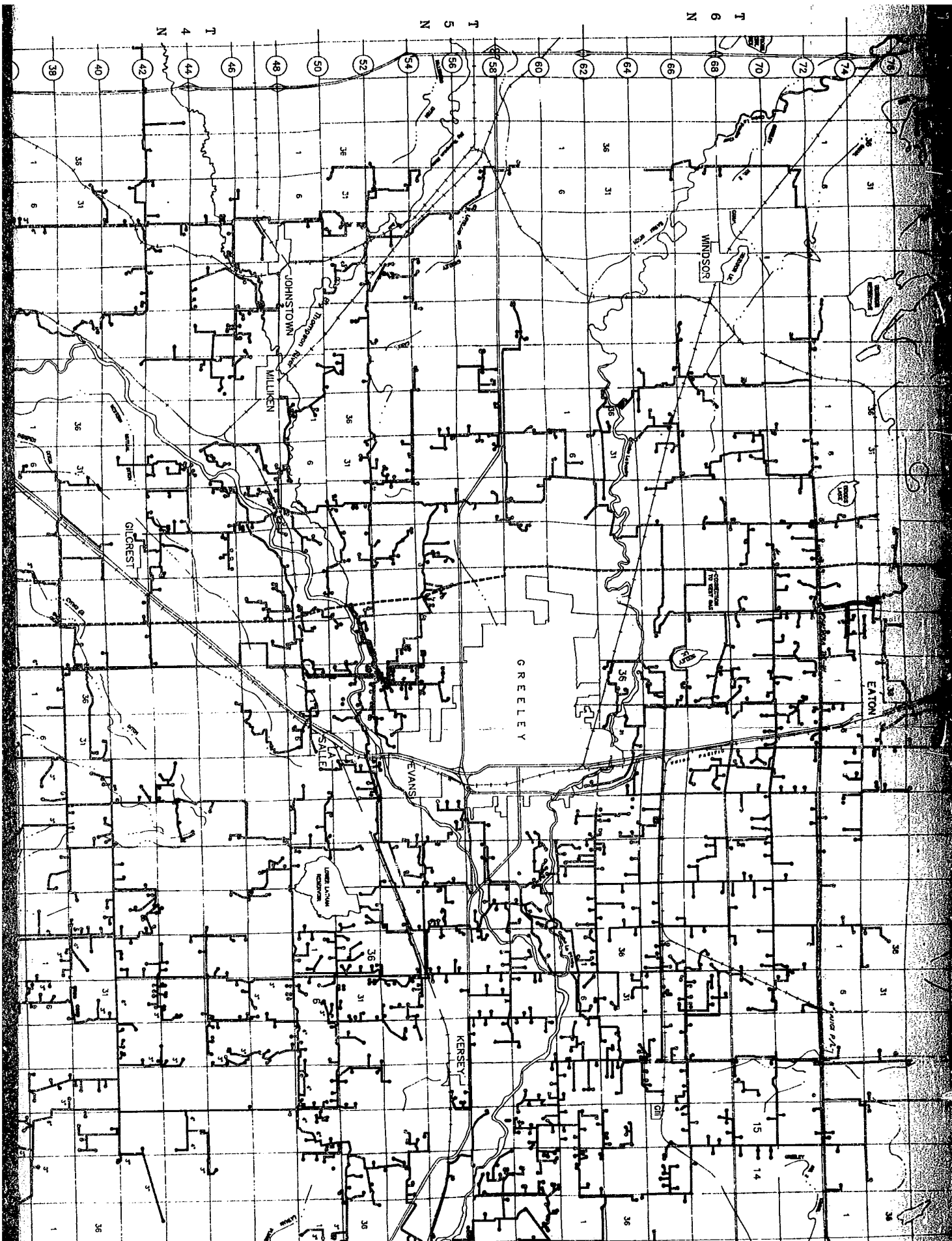
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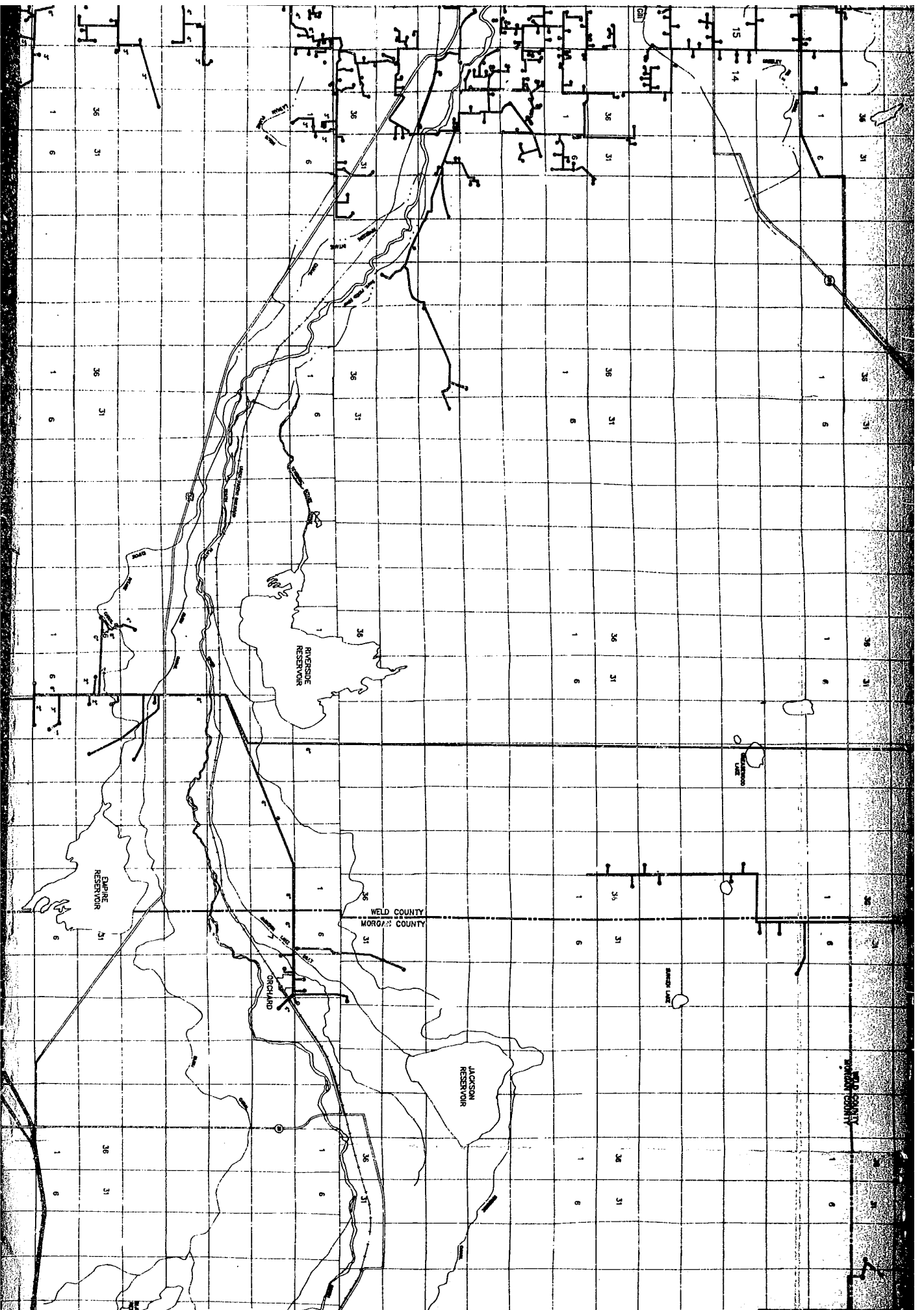


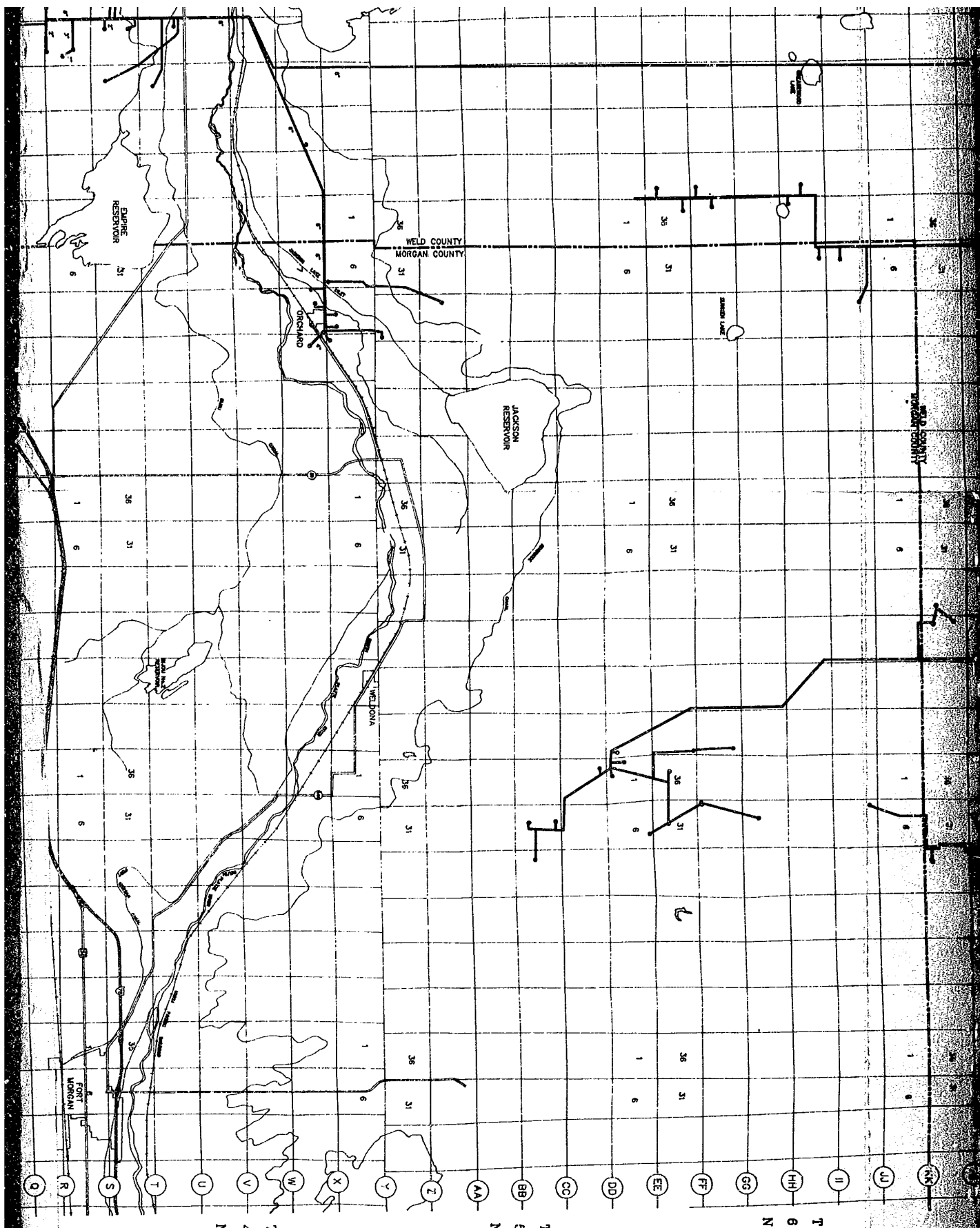


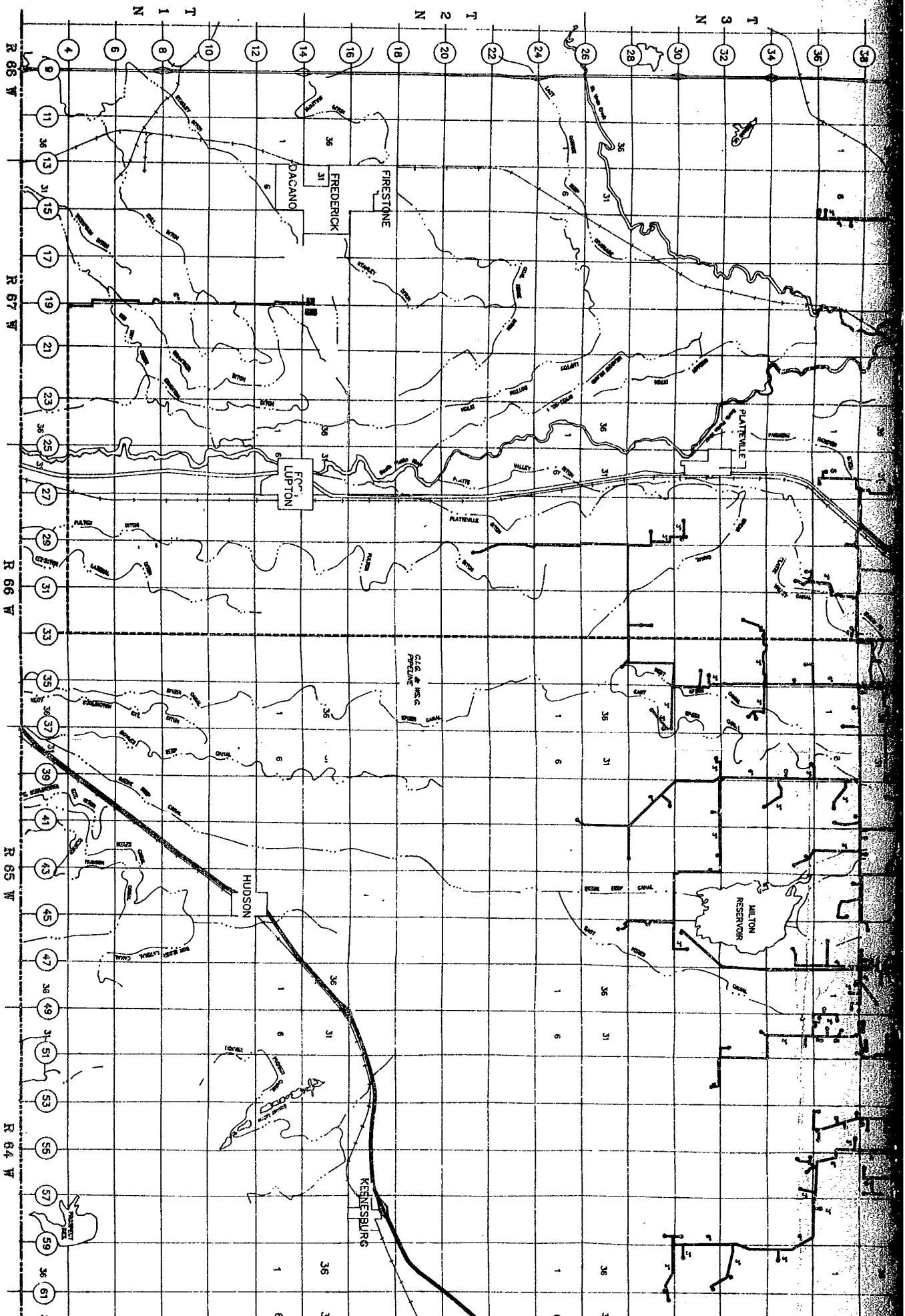


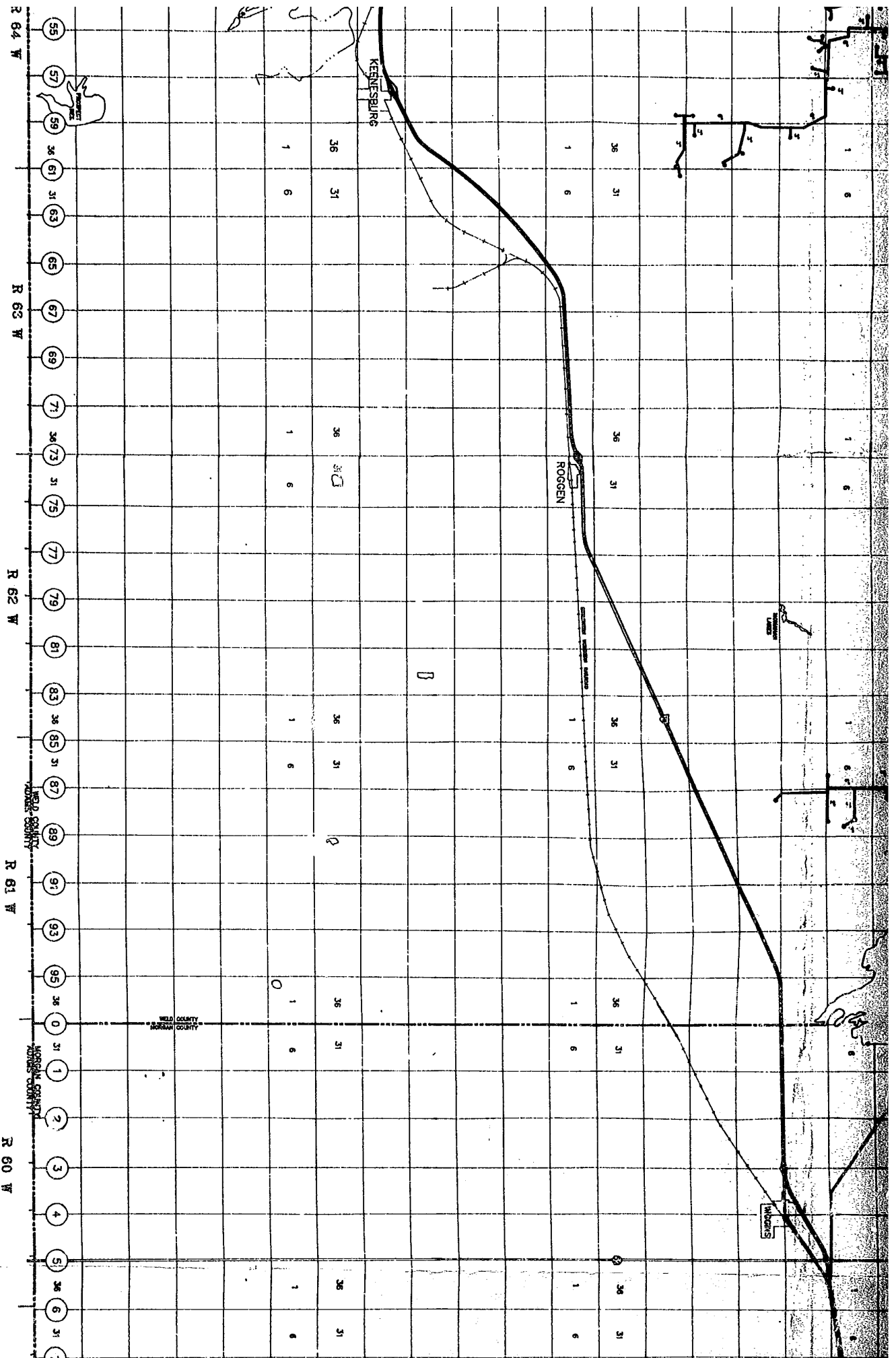


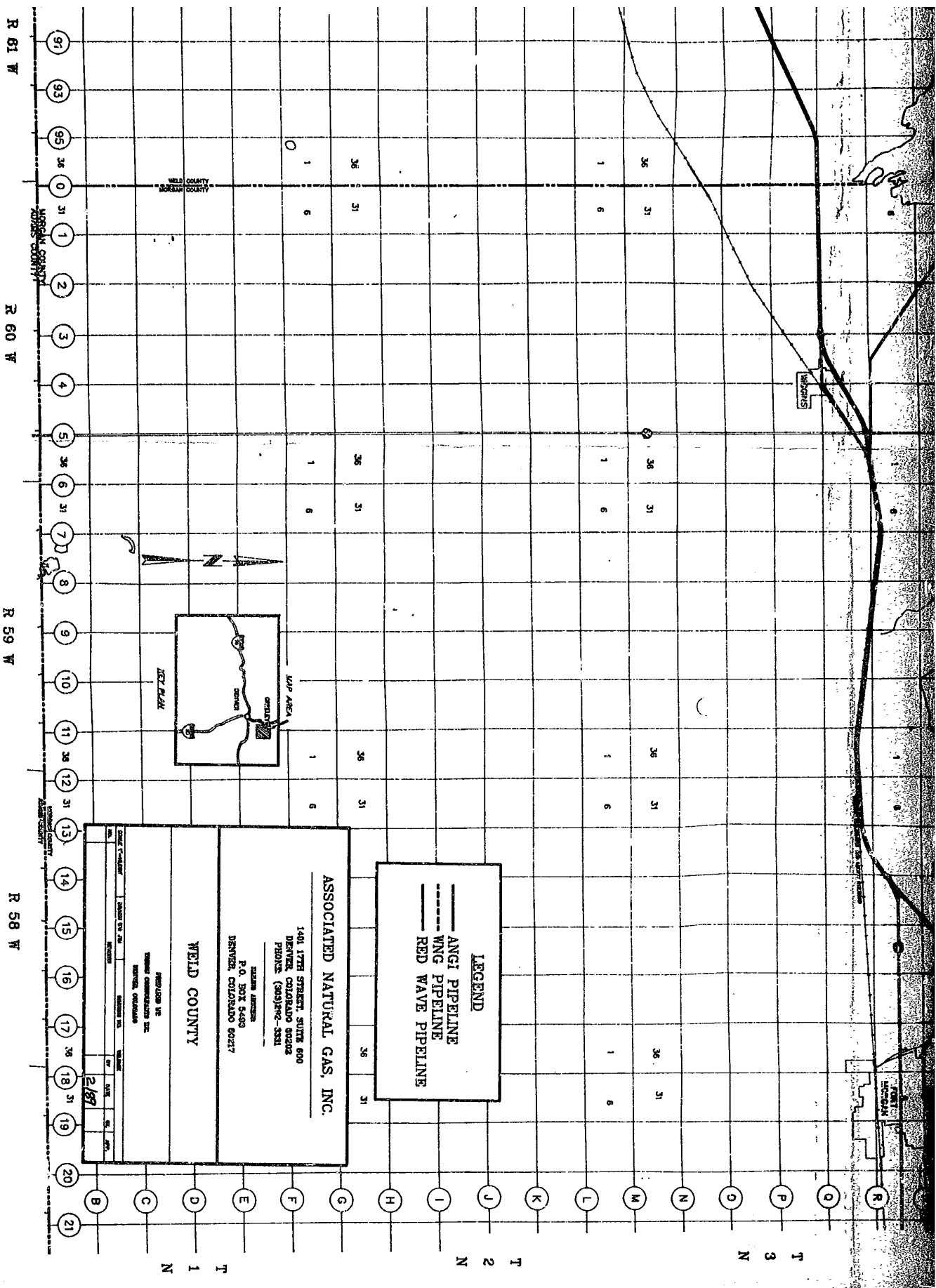














BOOK 949 RECEPTION 1870756 OCT 1 1981 TIME 2:53 PM  
MARY ANN FEUERSTEIN, Clerk and Recorder, Weld County, Colorado  
10-1

NOTICE OF GENERAL DESCRIPTION OF AREA SERVED BY  
PANHANDLE EASTERN PIPE LINE COMPANY CONCERNING  
UNDERGROUND FACILITIES PURSUANT TO C.R.S. SEC. 9-1.5-103 (1) (1981)

Pursuant to C.R.S. Sec. 9-1.5-103 (1) (1981), Panhandle Eastern Pipe Line Company hereby gives notice of the following information:

1. Panhandle Eastern Pipe Line Company owns and maintains underground facilities within the County of Weld, State of Colorado, for the purposes of transmission and distribution of natural gas.

2. The general description of the area served by Panhandle Eastern Pipe Line Company within the County of Weld and State of Colorado, is as follows, to wit:

See attached or accompanying system map and list of sections, townships and ranges.

3. Notice is given that Panhandle Eastern Pipe Line Company may place additional underground facilities in the future anywhere within its general service area described in paragraph 2 above.

4. Anyone concerned with the location of the underground facilities of Panhandle Eastern Pipe Line Company within the County of Weld, State of Colorado, may obtain necessary information regarding the same from the following person or persons:

Name: G. E. Myrick  
Job Title: Area Superintendent  
Address: P.O. Box 127 Brighton, Colorado  
Telephone No.: (303) 659-5922

Notice is further given that in the event said individual is no longer so employed or retained, contact should be made with that individual who occupies that job title with Panhandle Eastern Pipe Line Company.

SIGNED AND SEALED this 1st day of October, 1981.

PANHANDLE EASTERN PIPE LINE COMPANY

By: Robert J. Clair  
Robert J. Clair  
Right-of-Way Supervisor

STATE OF COLORADO )  
COUNTY OF Adams ) ss.

The foregoing instrument was acknowledged before me this 1st day of October, 1981, by Robert J. Clair, Panhandle Eastern Pipe Line Company.



My hand and official seal.

My Commission expires: July 7, 1985  
Address:

Sharon J. Paster  
Notary Public  
P.O. Box 127  
Brighton, CO 80601

WELD COUNTY

Township 1 North - Range 65 West

Sections: 6, 7, 18, 31

Township 1 North - Range 66 West

Sections: 1, 2, 3, 4, 5, 6, 7, 8, 10, 12, 13, 14, 15, 16, 17, 18, 19,  
20, 21, 22, 23, 26, 27, 28, 29, 32, 33, 34, 35, 36

Township 1 North - Range 67 West

Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18,  
19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33,  
34, 35, 36

Township 1 North - Range 68 West

Sections: 1, 3, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 24, 25, 36

Township 2 North - Range 65 West

Sections: 6, 7, 18, 19, 30, 31

Township 2 North - Range 66 West

Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17,  
18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33,  
34, 35, 36

Township 2 North - Range 67 West

Sections: 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19,  
20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34,  
35, 36

Township 2 North - Range 68 West

Sections: 1, 2, 3, 4, 5, 6, 10, 11, 12, 13, 14, 15, 19, 21, 22, 23, 24,  
25, 26, 27, 28, 29, 30, 31, 32, 34, 35, 36

Township 2 North - Range 63 West

Sections: 5, 6, 7, 8, 9, 18

Township 3 North - Range 63 West

Sections: 19, 21, 28, 29, 30, 32

Township 3 North - Range 65 West

Sections: 6, 18, 19, 30, 31

Township 3 North - Range 66 West

All

WELD COUNTY

Township 3 North - Range 67 West

Sections: 1, 2, 3, 4, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20,  
21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36

Township 3 North - Range 68 West

Sections: 14, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36

Township 4 North - Range 65 West

Sections: 7, 18, 19, 30, 31

Township 4 North - Range 66 West

Sections: 2, 6, 10, 11, 12, 13, 14, 15, 19, 20, 22, 23, 24, 25, 26, 29,  
31, 32, 33, 34, 35, 36

Township 4 North - Range 67 West

Sections: 3, 4, 5, 6, 9, 10, 11, 12, 14, 16, 17, 19, 20, 21, 22, 27, 28,  
33, 35, 36

Township 4 North - Range 68 West

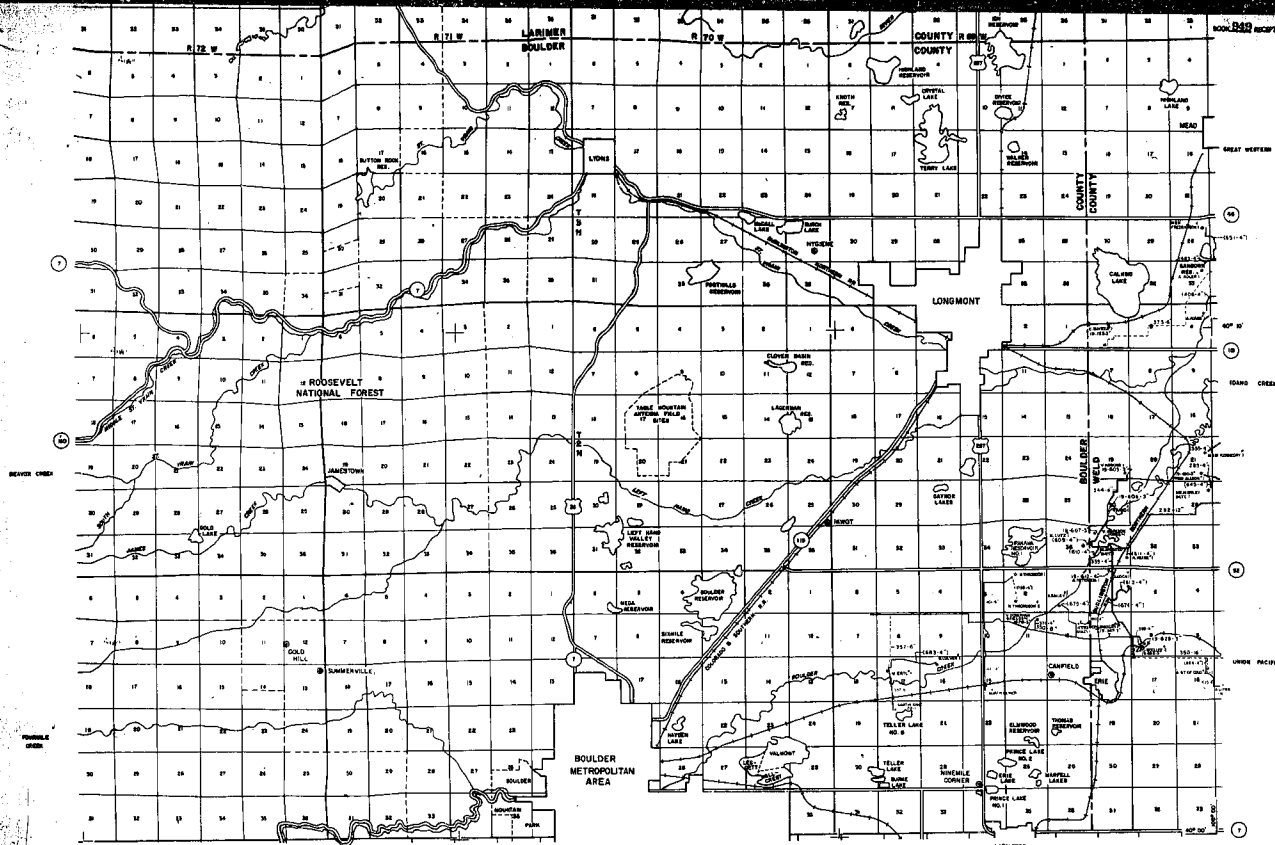
Sections: 1, 10, 11, 12, 13, 14, 15, 23, 24

Township 5 North - Range 66 West

Sections: 27, 28, 29, 31

Township 5 North - Range 67 West

Sections: 5, 8, 11, 14, 15, 16, 17, 21, 28, 32, 33, 34, 35, 36

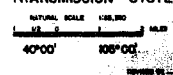


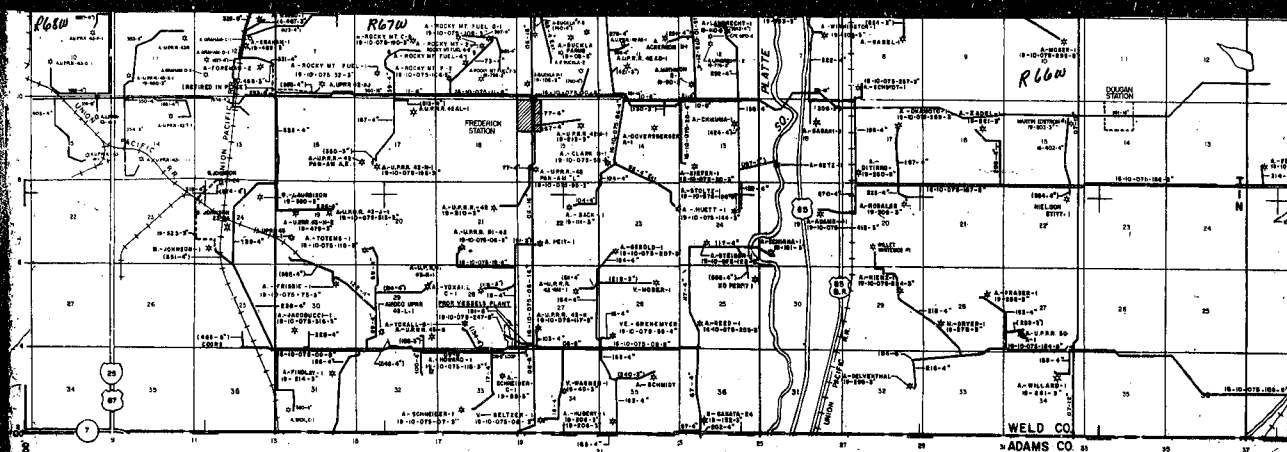
MAP #1

UNRECORDED COPY  
This map is based on the original data provided by the Boulder Metropolitan Area and is not intended to be used for legal purposes. The map is for informational purposes only.

LINE CODE	
16	FUNCTION.....(1)-20"
17	FUNCTION.....(1)-10"
18	FUNCTION.....(1)-5"
19	EXISTING PIPELINE
20	PROPOSED PIPELINE

PANHANDLE EASTERN PIPE LINE COMPANY  
GAS TRANSMISSION SYSTEM





BOOK 849, SECTION 1970755  
11-5

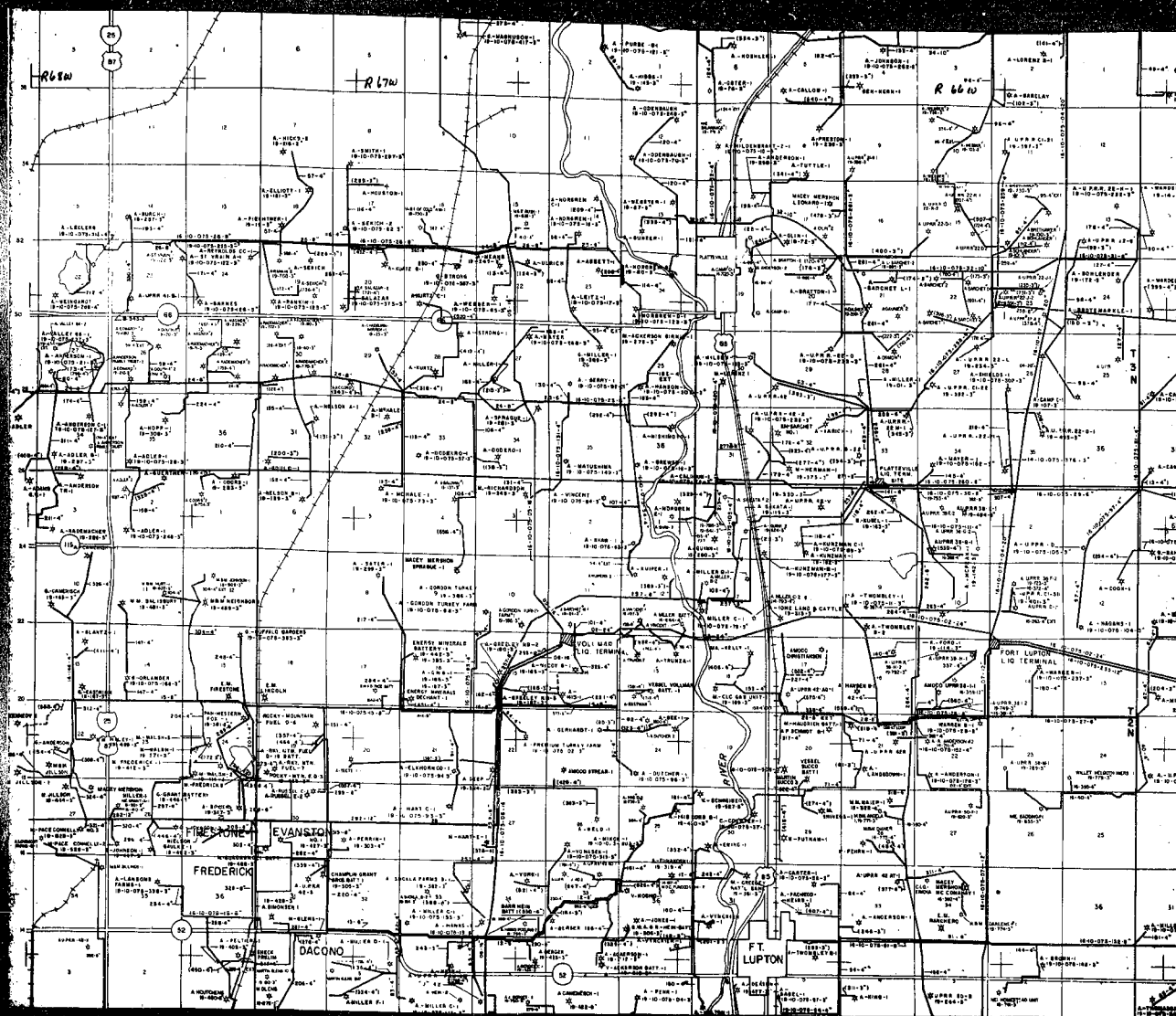
#### WELL LEGEND

.....AMOCO  
.....BMR  
.....CALVIN  
.....VESSELS  
.....GEN  
.....WESB

#### LINE CODE

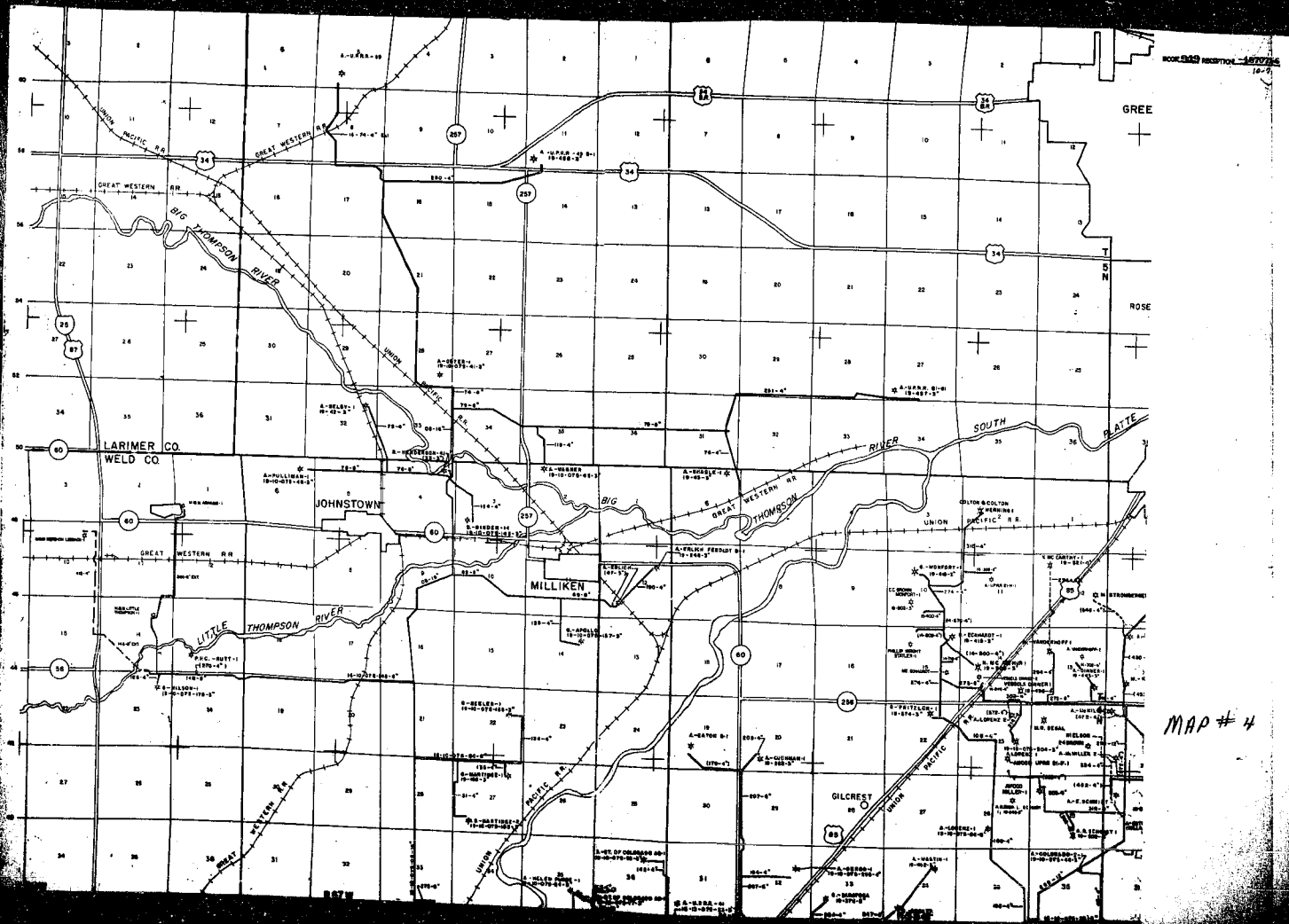
10-FUNCTION - 01-20  
10-FUNCTION - 01-20  
EXISTING PIPELINE  
PROPOSED PIPELINE

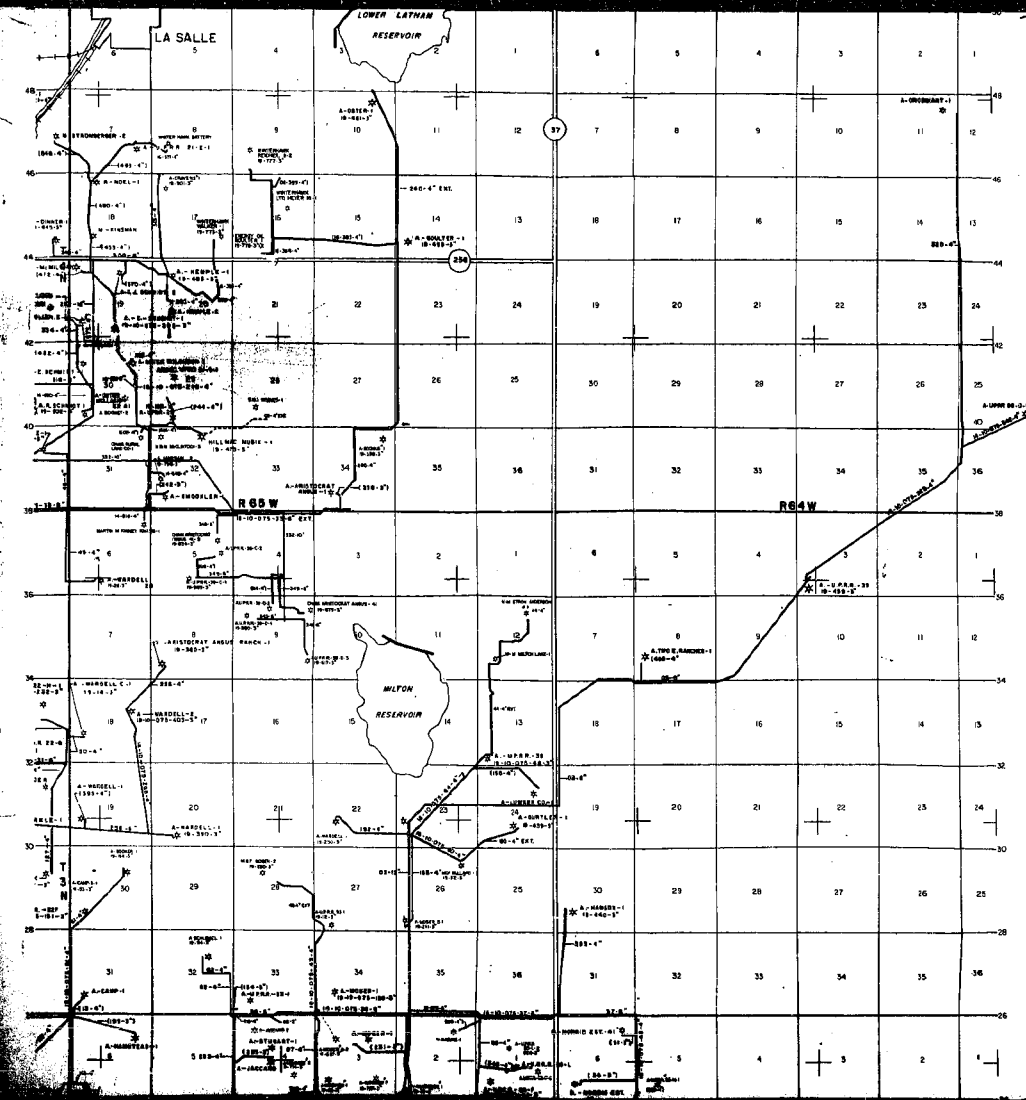
MAP #2



BOOK 949 RECEPTION 1870756

MAP #3

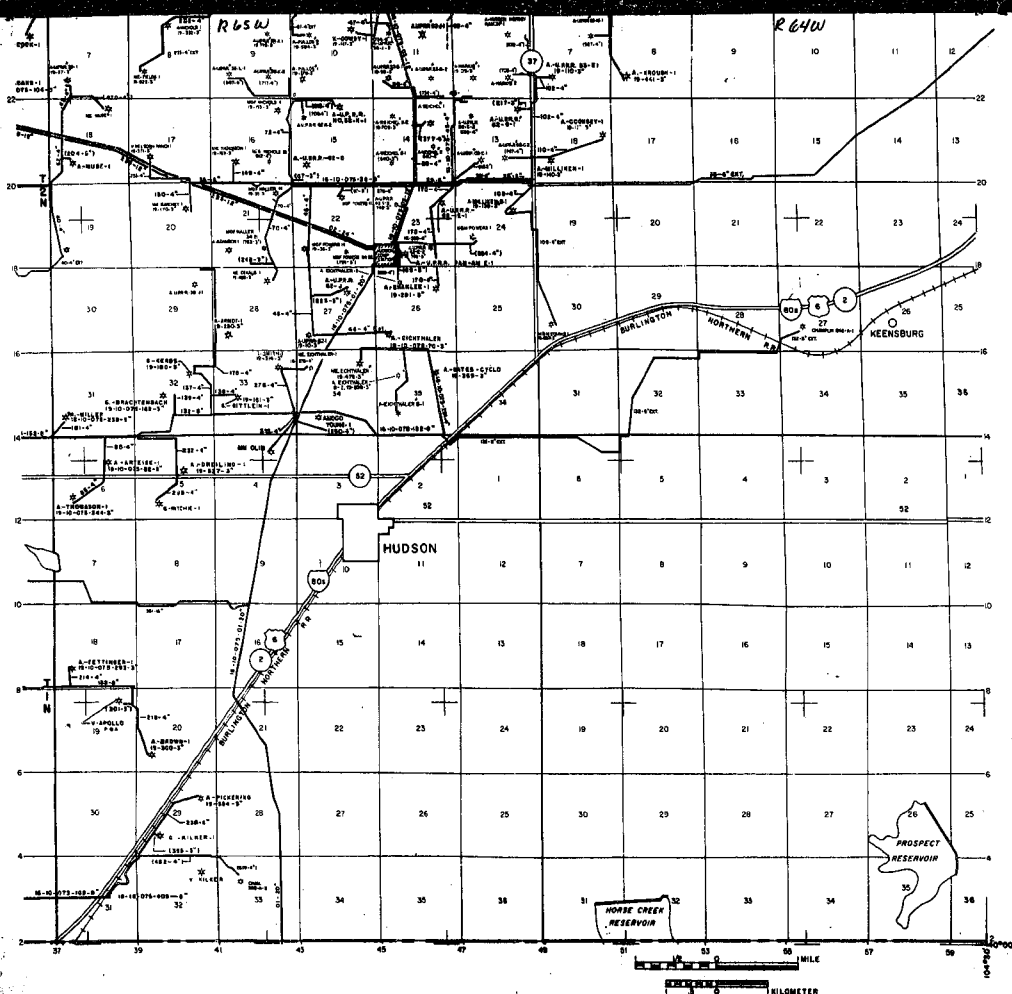




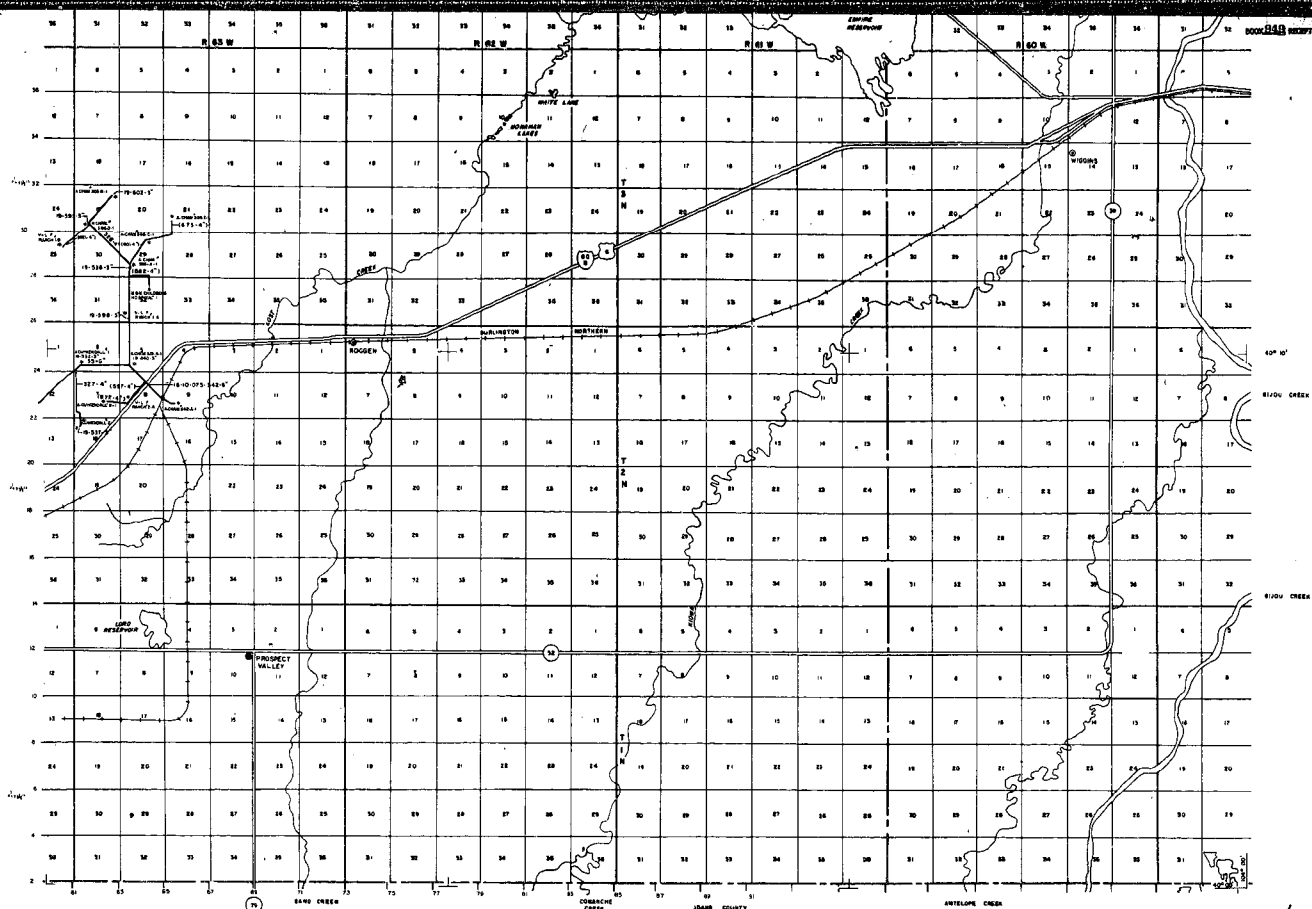
MAP #5



MAP #6



PANHANDLE EASTERN PIPE LINE CO.  
30 MINUTE QUADRANGLE  
40° 00' 104° 30'  
11-1



MAP #7

#### CONVENTIONS

1. This map is drawn on a grid of 1/4 inch squares. The grid is numbered 1 through 32 horizontally and 1 through 12 vertically. The map shows the layout of the gas transmission system, including existing and proposed pipelines, and the locations of various stations and valves.

#### LINE CODE

16. FUNCTION ..... (01-20)  
17. FUNCTION ..... (01-20)  
18. FUNCTION ..... (01-20)  
EXISTING PIPELINE .....  
PROPOSED PIPELINE .....

PANHANDLE EASTERN PIPE LINE COMPANY

GAS TRANSMISSION SYSTEM

NATURAL SCALE 1"=40.00'  
40' 00" 104' 00"

DESIGNED BY

AR2058722

NOTICE OF GENERAL DESCRIPTION  
OF AREA SERVED BY  
PANHANDLE EASTERN PIPE LINE COMPANY  
CONCERNING UNDERGROUND FACILITIES PURSUANT TO  
C.R.S SEC. 9-1.5-103 (1) (1981)

Pursuant to C.R.S SEC. 9-1.5-103 (1) (1981), Panhandle Eastern Pipe Line Company hereby gives notice of the following information:

1. Panhandle Eastern Pipe Line Company owns and maintains underground facilities within the County of Weld, State of Colorado, for the purposes of transmission and gathering of natural gas.

2. The general description of the area served by Panhandle Eastern Pipe Line Company within the County of Weld, and State of Colorado is as follows, to wit:

(See attached or accompanying system map and list of sections, townships, and ranges.)

3. Notice is given that Panhandle Eastern Pipe Line Company may place additional underground facilities in the future anywhere within its general service area described in paragraph 2 above.

4. Anyone concerned with the location of the underground facilities of Panhandle Eastern Pipe Line Company within the County of Weld, State of Colorado, may obtain necessary information regarding the same from the following person or persons:

Name: A. A. Smith  
Job Title: Area Superintendent  
Address: 635 N. 7th, P.O. Box 127  
Brighton, CO. 80601  
Telephone: (303) 659-5922

Notice is further given that in the event said individual is no longer so employed or retained, contact should be made with that individual who occupies that job title with Panhandle Eastern Pipe Line Company.

SIGNED AND SEALED this 23<sup>rd</sup> day of June, 1986.

PANHANDLE EASTERN PIPE LINE COMPANY

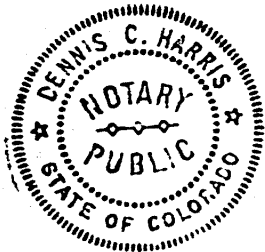
BY: Sharon J. Foster  
Senior Right-of-Way Representative

B 1117 REC 02058722 06/26/86 12:32 \$24.00 2/008  
F 1778 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

STATE OF COLORADO)  
                                  ) ss.  
COUNTY OF ADAMS )

The foregoing instrument was acknowledged before me this 23rd day  
of June, 1986, by Sharon J. Proter,  
Panhandle Eastern Pipe Line Company.

WITNESS my hand and official seal.



Dennis C. Harris  
Notary Public

My Commission expires: April 24, 1988

Address: 635 N. 7th Ave.  
Brighton, Co. 80601

1019R/pg20/gw

B 1117 REC 02058722 06/26/86 12:32 \$24.00 3/008  
 F 1779 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

WELD COUNTY

Panhandle Eastern Pipe Line Company has buried natural gas pipelines in the following locations:

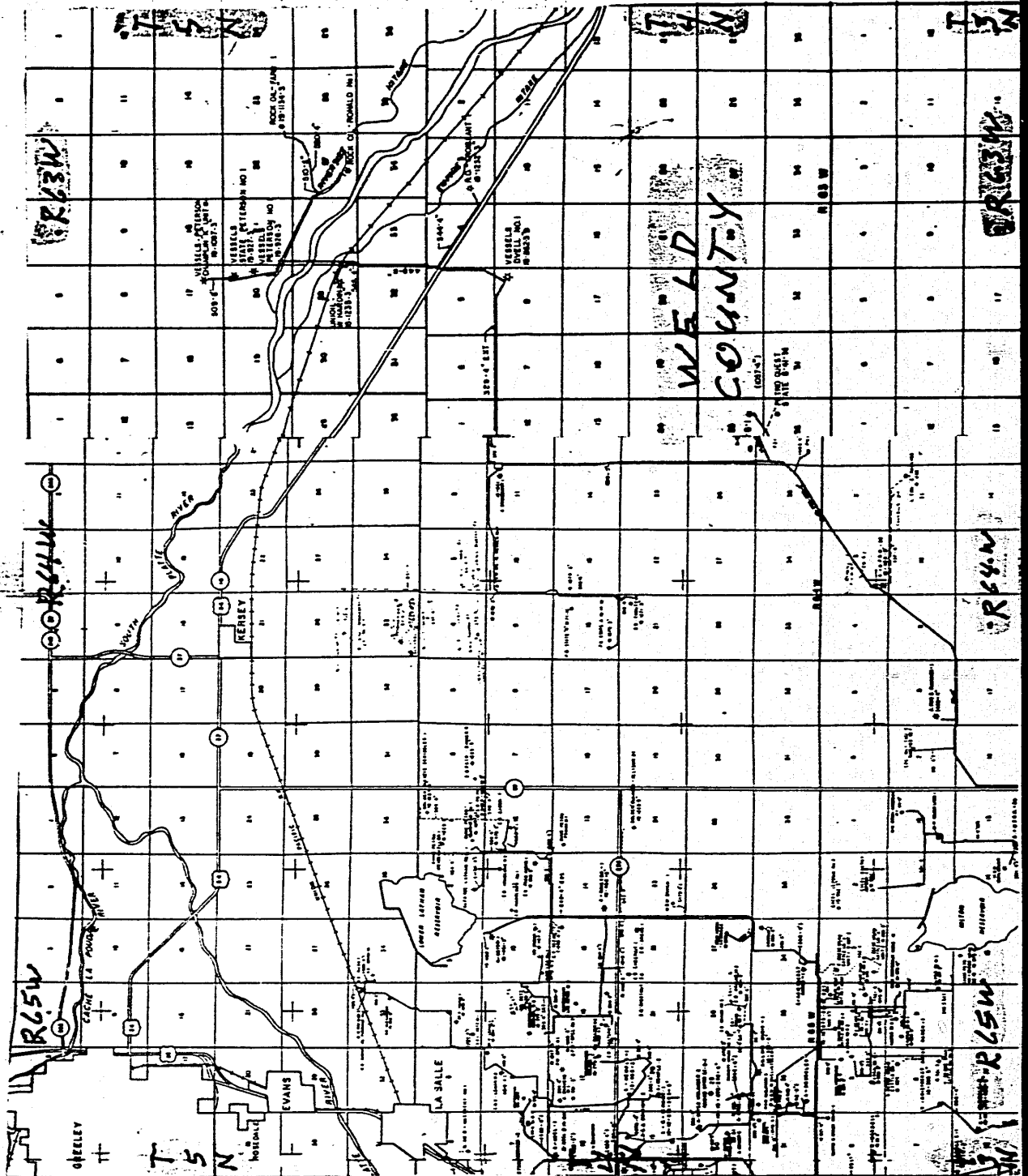
<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
1N	64W	3,5,6
1N	65W	1,2,3,4,5,6,7,8,9,10,11,16,17,18,19 20,21,28,29,31,32,33
1N	66W	1,2,3,4,5,6,7,8,9,10,12,13,14,15,16 17,18,19,20,21,22,26,27,28,29,30,32 33,34,35,36
1N	67W	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15 17,19,20,21,22,23,24,25,26,27,28,29 30,31,32,33,34,35,36
1N	68W	1,2,3,6,7,8,10,11,12,13,14,15,16,17 19,20,22,24,25,29,30
2N	63W	5,6,7,8,9,18,19
2N	64W	1,5,6,7,8,10,11,12,13,14,15,16,18, 19,20,22,27,28,30,32,33,34,35,36
2N	65W	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15 16,17,18,19,20,21,22,23,24,26,27,28 29,30,31,32,33,34,35
2N	66W	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15 16,17,18,20,21,22,23,24,25,26,27, 28,29,30,31,32,33,34,35
2N	67W	1,2,3,4,5,6,8,9,10,11,12,13,14,15, 16,17,19,20,21,22,23,24,25,26,27,28 29,30,31,32,33,34,35,36
2N	68W	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15 17,18,19,21,22,23,24,25,26,27,28,29 30,31,32,33,34,35,36
3N	63W	19,21,28,29,30,31,32
3N	64W	2,3,7,8,9,10,16,17,18,19,25,30,31
3N	65W	2,3,4,5,6,8,9,10,11,12,13,14,17,18, 19,20,22,23,24,26,27,28,30,31,32,33 34,35,36

WELD COUNTY (cont)

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
3N	66W	1,2,3,4,5,6,7,8,9,10,11,12,13, 14,15,16,17,18,19,20,21,22,23,24, 25,26,27,28,29,30,31,32,33,34,35
3N	67W	1,2,3,4,7,8,9,10,11,12,13,14,15,16, 17,18,19,20,21,22,23,24,25,26,27,28 29,30,31,32,33,34,35,36
3N	68W	7,8,14,17,20,21,22,23,24,25,26,27, 28,29,31,32,33,34,35,36
4N	63W	3,4,5,7,8
4N	64W	10,11,12,13,14,15,16,21,24,25,26,35 36
4N	65W	1,2,4,5,6,7,8,9,10,11,12,13,14,15, 16,17,18,19,20,22,23,24,26,27,28,29 30,31,32,33,34
4N	66W	1,2,3,4,6,7,8,10,11,12,13,14,15,16, 19,20,21,22,23,24,25,26,29,30,31,32 ,33,34,35,36
4N	67W	2,3,4,5,6,9,10,11,12,14,16,17,19,20 21,22,27,28,32,33,34,35,36
4N	68W	1,2,3,4,5,6,10,11,12,13,14,15,23,24
5N	63W	20,21,28,29,32,33
5N	65W	26,27,33,34,35
5N	66W	18,19,20,21,22,27,28,29,30,31,32,33
5N	67W	5,6,8,11,14,15,16,17,19,21,23,24,25 26,27,28,30,31,32,33,34,35,36

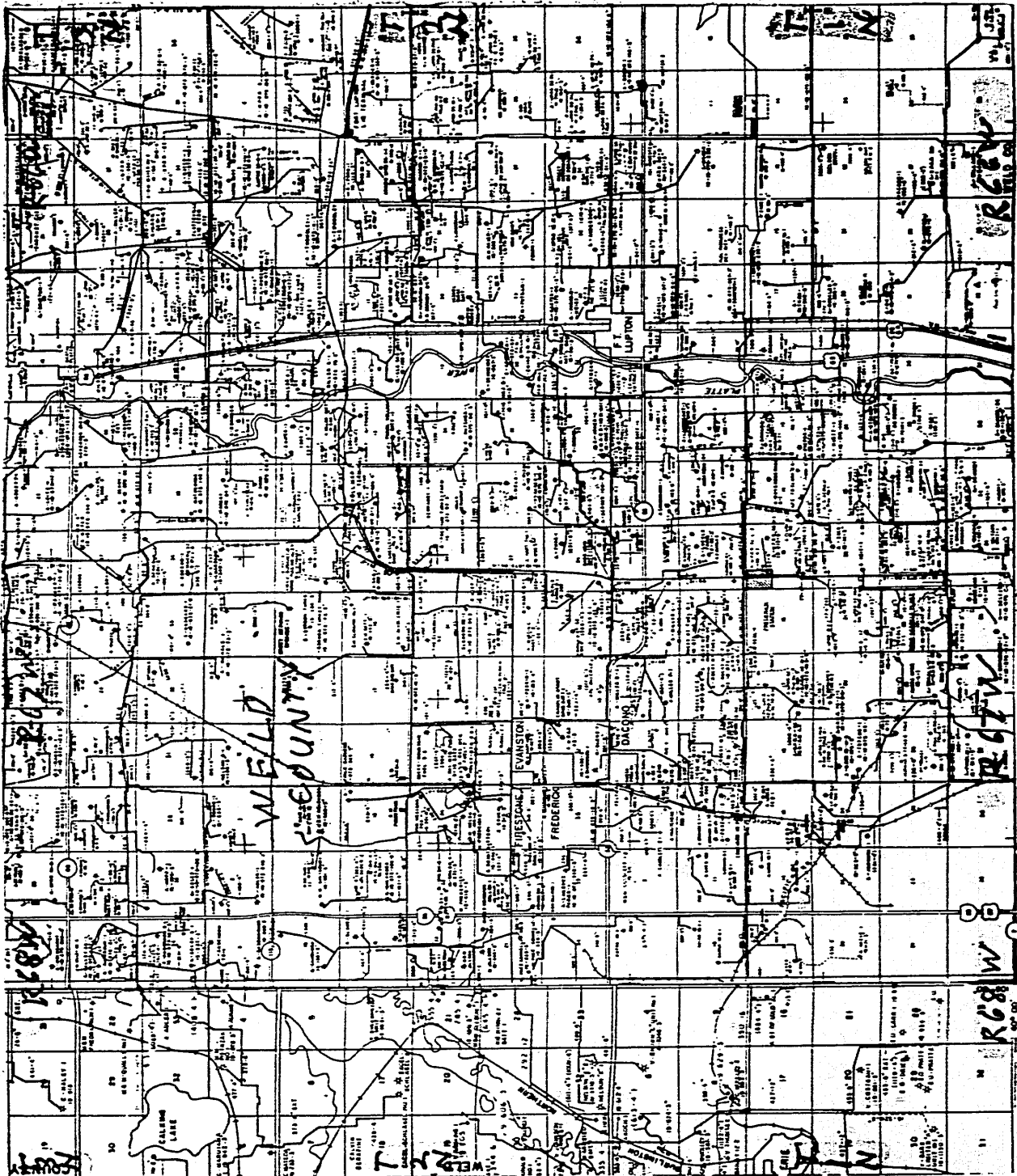


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F 1782 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

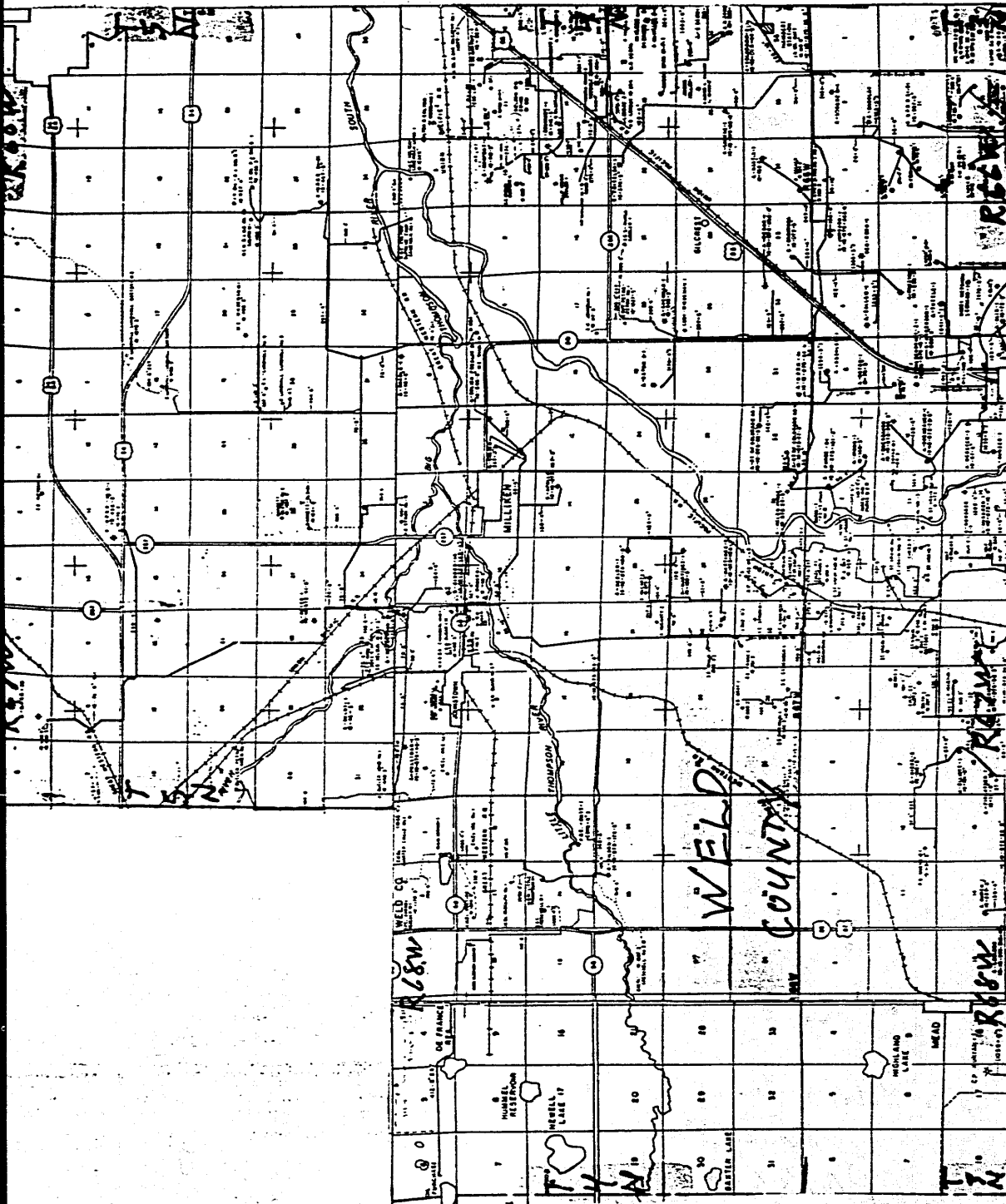




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F 1783 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO



B 1117 REC 02058722 06/26/86 12:32 \$24.00 8/008  
F 1784 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO



AR1979784

B 1041 REC 01979784 08/31/84 12:57 \$27.00 1/009  
F 2274 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

COLORADO INTERSTATE GAS COMPANY

General Description  
of  
Underground Facilities  
in  
Weld County

Prepared by  
Colorado Interstate Gas Company  
August 30, 1984

Reference:

State of Colorado  
Section 1, Title 9, Article 1.5, Colorado Revised Statutes 1973  
Damage to Underground Public Utility Facilities

General:

Colorado Interstate Gas Company (CIG) is a Federally regulated natural gas transmission company which owns and operates an interstate pipeline system for the gathering, transmission, and wholesale distribution of natural gas. CIG's primary markets are distribution companies along the front range of the Rocky Mountains.

Scope:

This document, in compliance with Section 1, Title 9, Article 1.5 of Colorado Revised Statutes 1973, contains; 1) the name, address and telephone number from which information concerning the location of underground facilities within the county may be obtained, and 2) a general pictorial description of CIG's facilities in the county.  
NOTE: These maps are not to be used for the purpose of locating facilities.

Notification:

Any person requiring information about CIG facilities in Weld County, Colorado, as per Section 1, Title 9, Article 1.5, Colorado Revised Statutes 1973, may obtain such information by calling collect or writing:

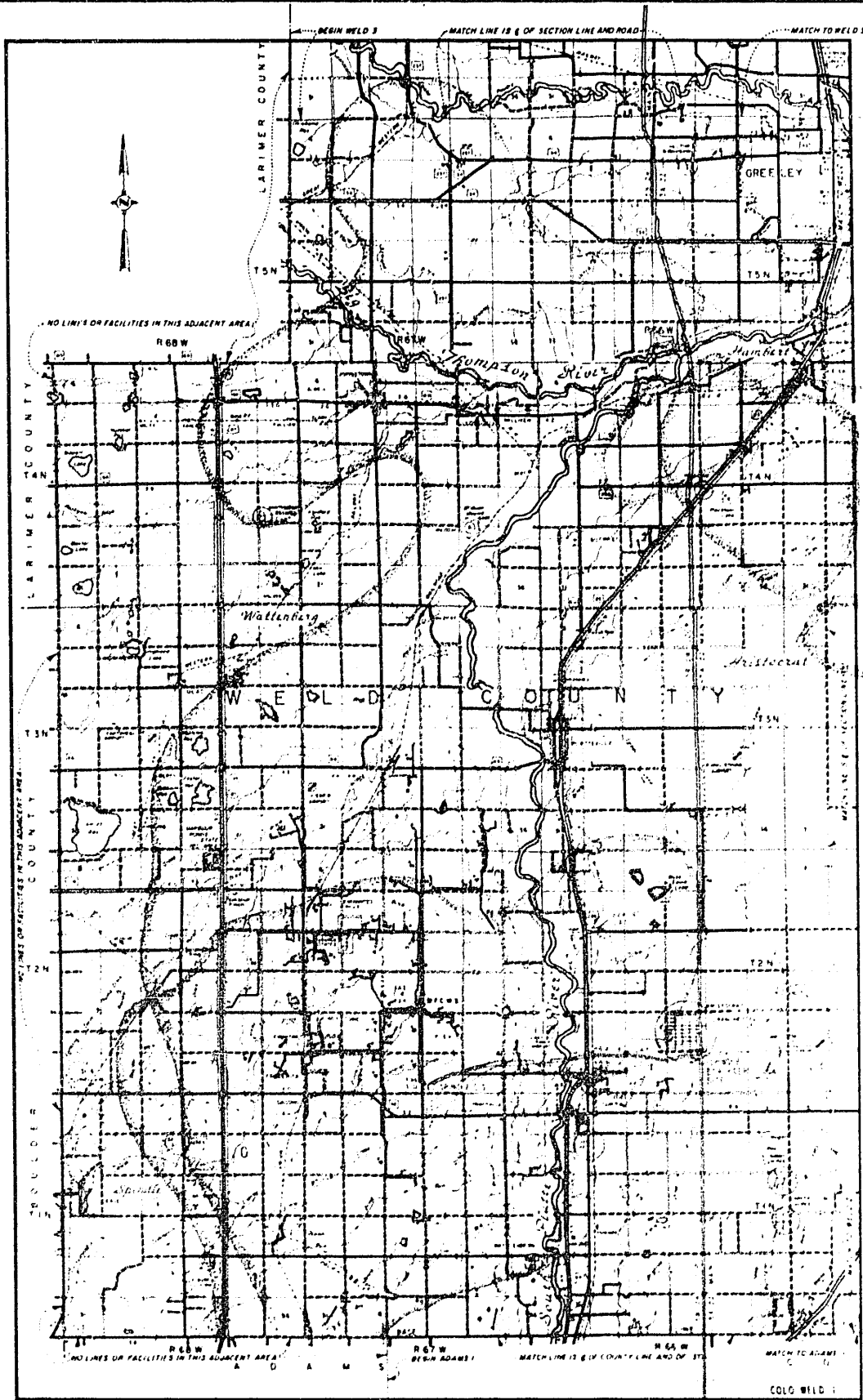
Colorado Interstate Gas Company  
2951 Chambers Road  
Aurora, Colorado 80011  
(303) 364-2631

During evenings, weekends, holidays, or any time contact with Aurora cannot be made, contact:

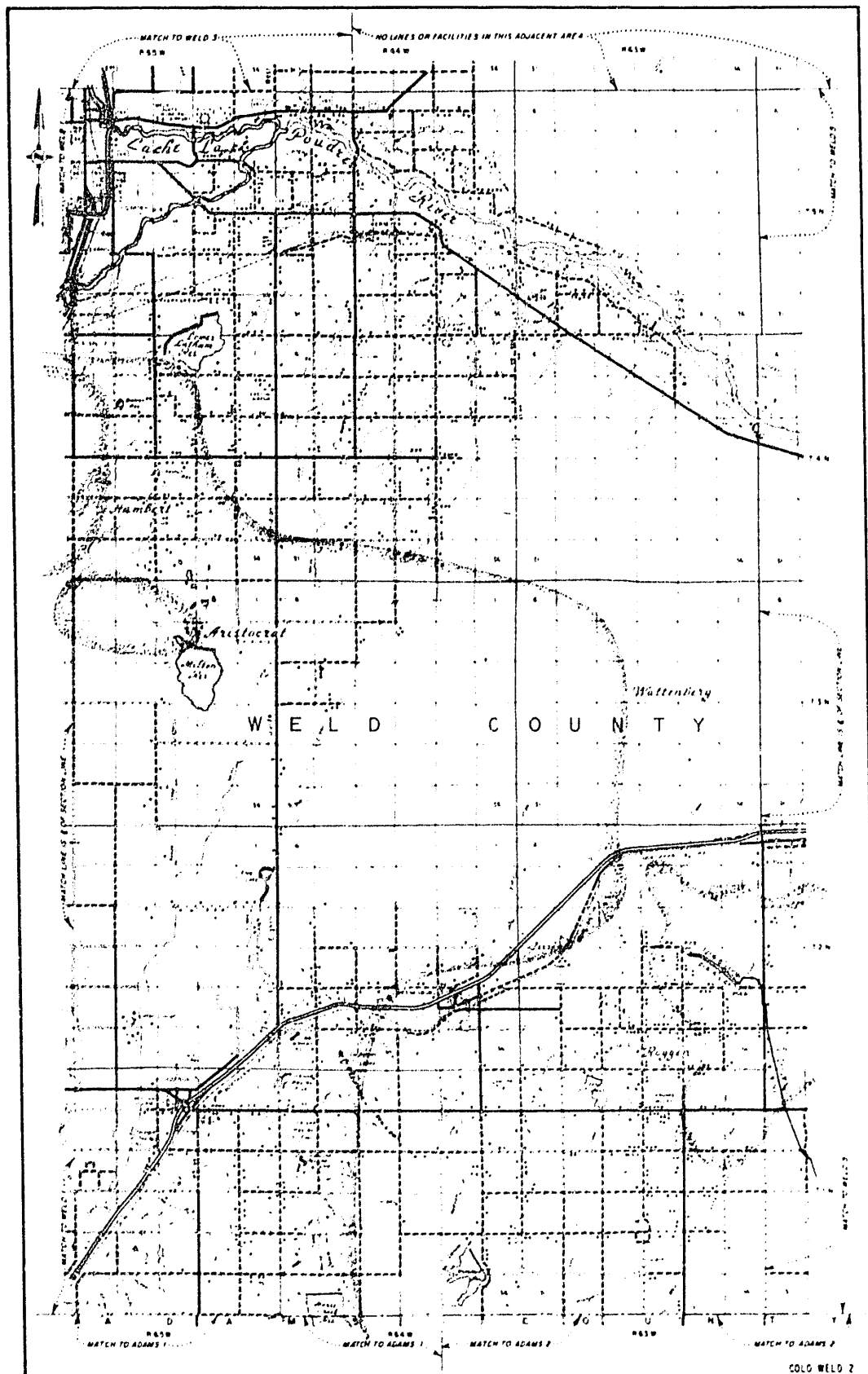
Colorado Interstate Gas Company  
P. O. Box 1087  
Colorado Springs, Colorado 80944  
(303) 473-2300

CIG will advise the excavator of the location and size of the facilities. CIG will also mark the location and size of such facilities if necessary, as required by Subsection 4, Article 1.5-103, Section 1, Title 9, Colorado Revised Statutes 1973.

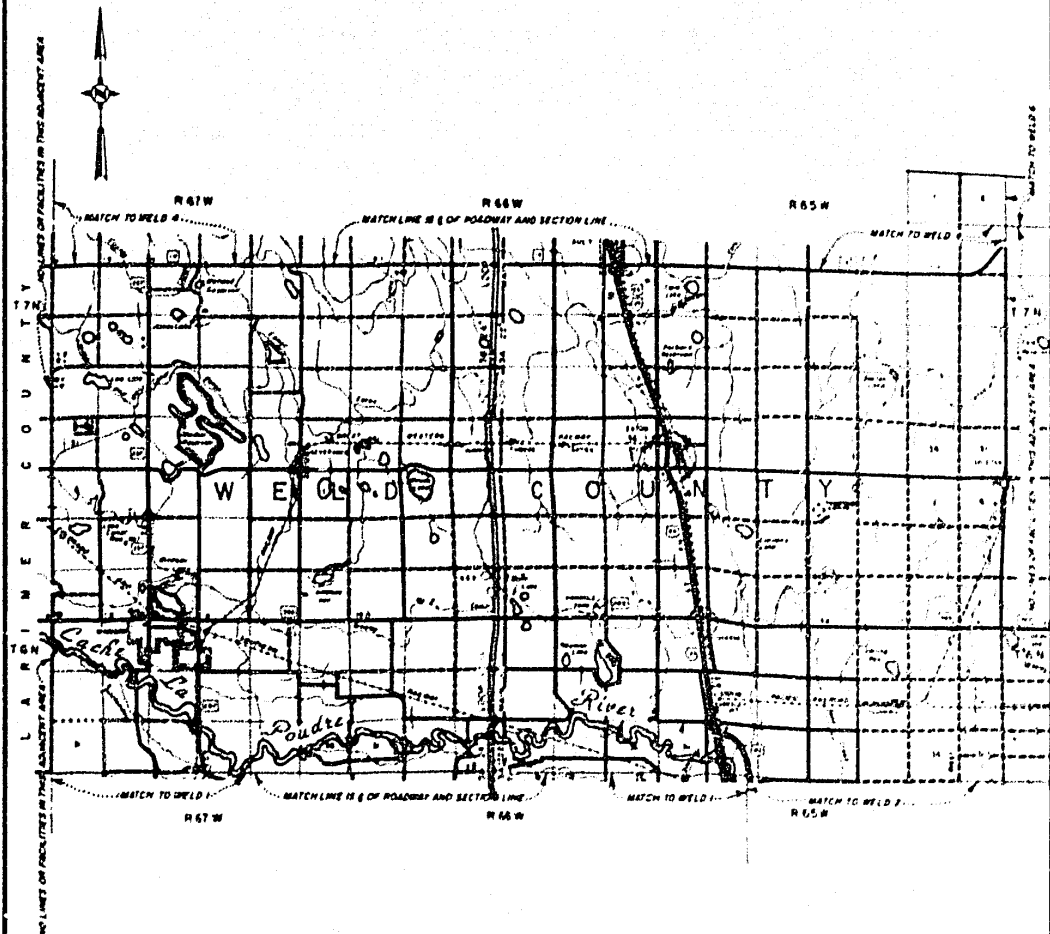
B 1041 REC 01979784 08/31/84 12:57 \$27.00 3/009  
F 2276 MARY ANN FEJERSTEIN CLERK & RECORDER WELD CO, CO



B 1041 REC 01979784 08/31/84 12:57 \$27.00 4/009  
F 2277 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO



B 1041 REC 01979784 08/31/84 12:57 \$27.00 5/009  
F 2278 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

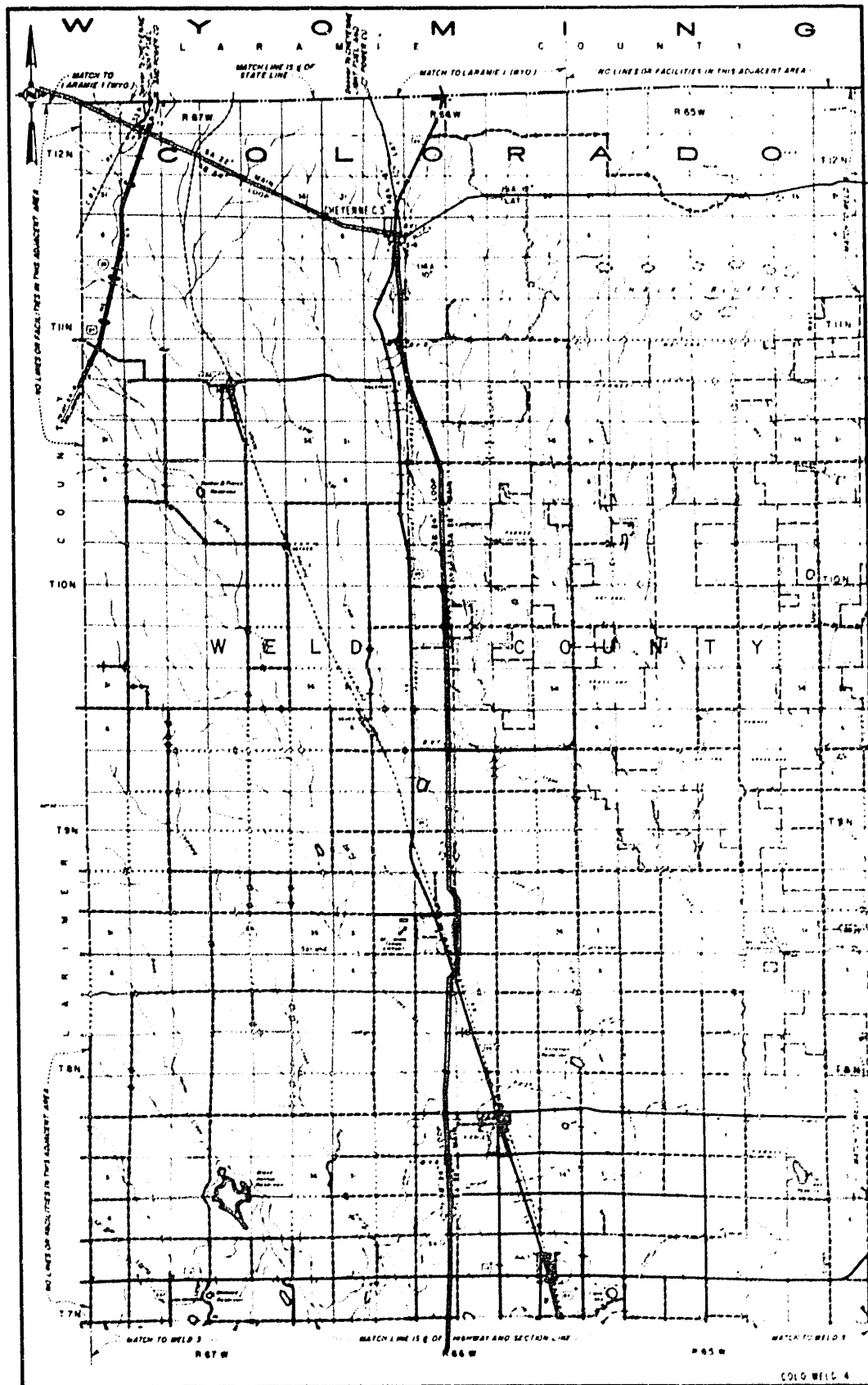


COLORADO WELD 3

REVISION 2 9/23/83

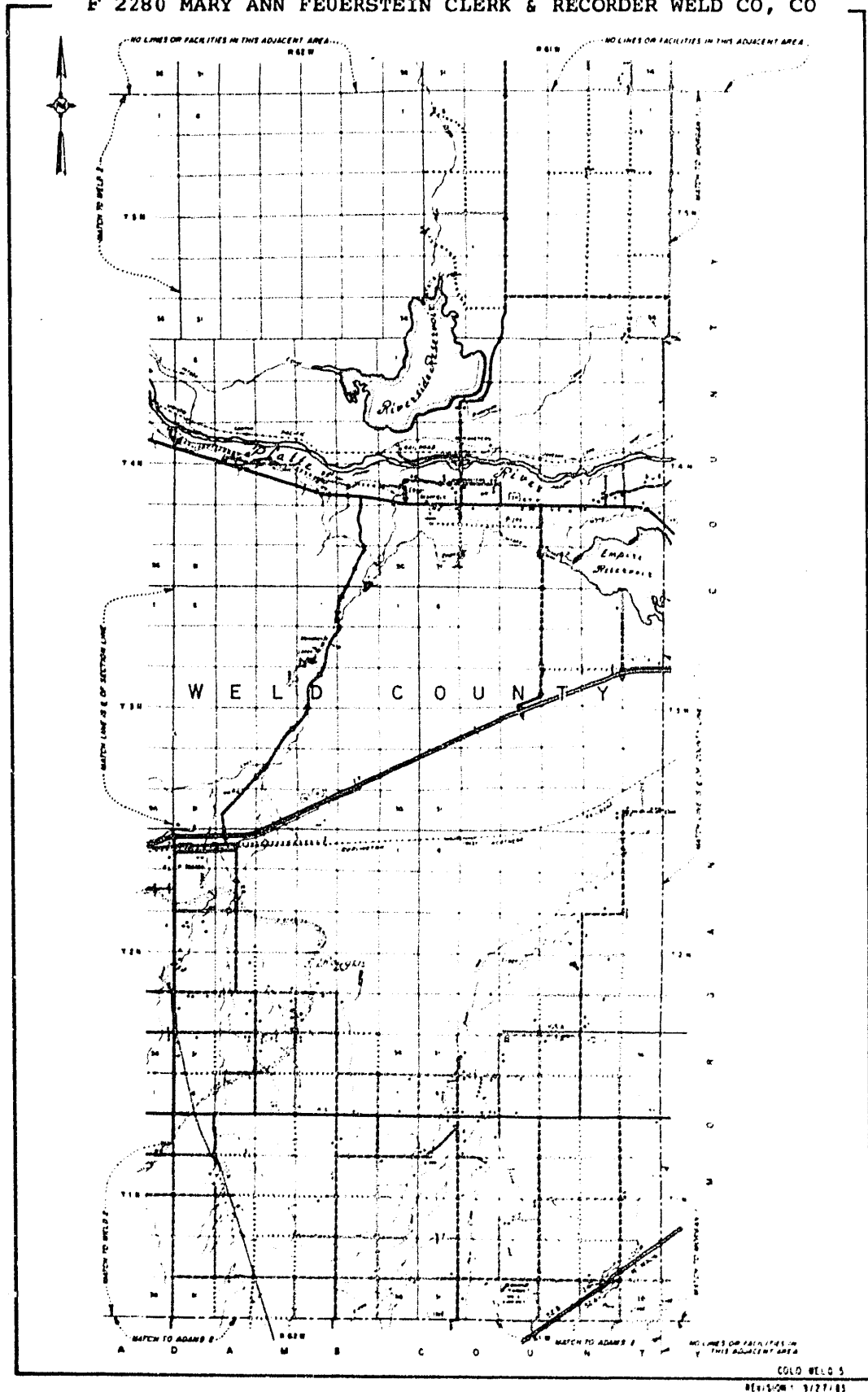


B 1041 REC 01979784 08/31/84 12:57 \$27.00 6/009  
F 2279 MARY ANN FEUERSTEIN CLERK & RECORDER WEILD CO, CO

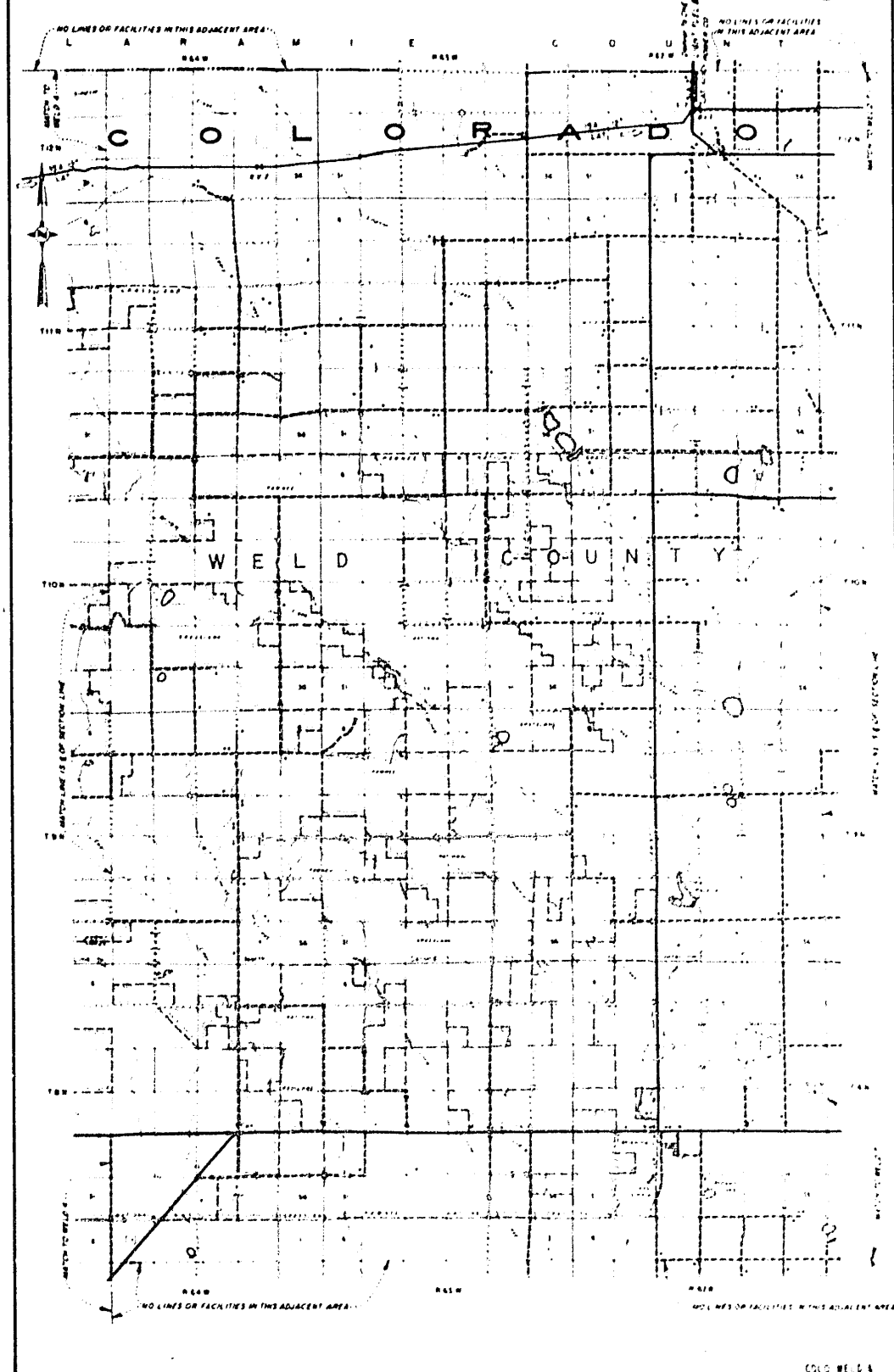




B 1041 REC 01979784 08/31/84 12:57 \$27.00 7/009  
F 2280 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO



W Y O M I N G



COLO ME 64

44-38861-1027

WYOMING NEBR.

NO LINES OR FACILITIES IN THIS ADJACENT AREA

WELD COUNTY KIMBALL COUNTY

WELD COUNTY

COLORADO

WELD COUNTY

NO LINES OR FACILITIES IN THIS ADJACENT AREA

NO LINES OR FACILITIES IN THIS ADJACENT AREA

REGISTRATION : 8/28/08

BOOK 949 RECEPTION 1871004 DATE 10/10/01 TIME 10:10 AM  
MARY ANN TEURSTEIN, Clerk and Recorder, Weld County, Colorado

1. Union Rural Electric Association, Inc. owns and maintains underground facilities within the County of Weld, State of Colorado, for the purposes of transmission and distribution of electricity.

2. The general description of the area served by Union Rural Electric Association within the County of Weld, State of Colorado, is indicated on this exhibit as follows, to wit:

3. Notice is given that Union Rural Electric Association, Inc., may have underground facilities or may place underground facilities in the future anywhere within its general service area described in paragraph 2 above.

Notice is further given that in the event said individuals are no longer so employed or retained, contact should be made with the Engineering Department at Union Rural Electric Association, Inc. at the same address and telephone number.

STIGNED AND SEALED this 2 day of October, 1991

UNION RURAL ELECTRIC ASSOCIATION, INC.  
BY: *[Signature]*

STATE OF CALIFORNIA

County of Alameda ) ss.  
The foregoing instrument was acknowledged before me this 20 day of August

1981, by Richard L. Arnold, General Manager of UNION RURAL ELECTRIC ASSOCIATION, IN

My Commission expires: June 1, 1963

My Address is: England Dec 1901

100

**Figure 1**

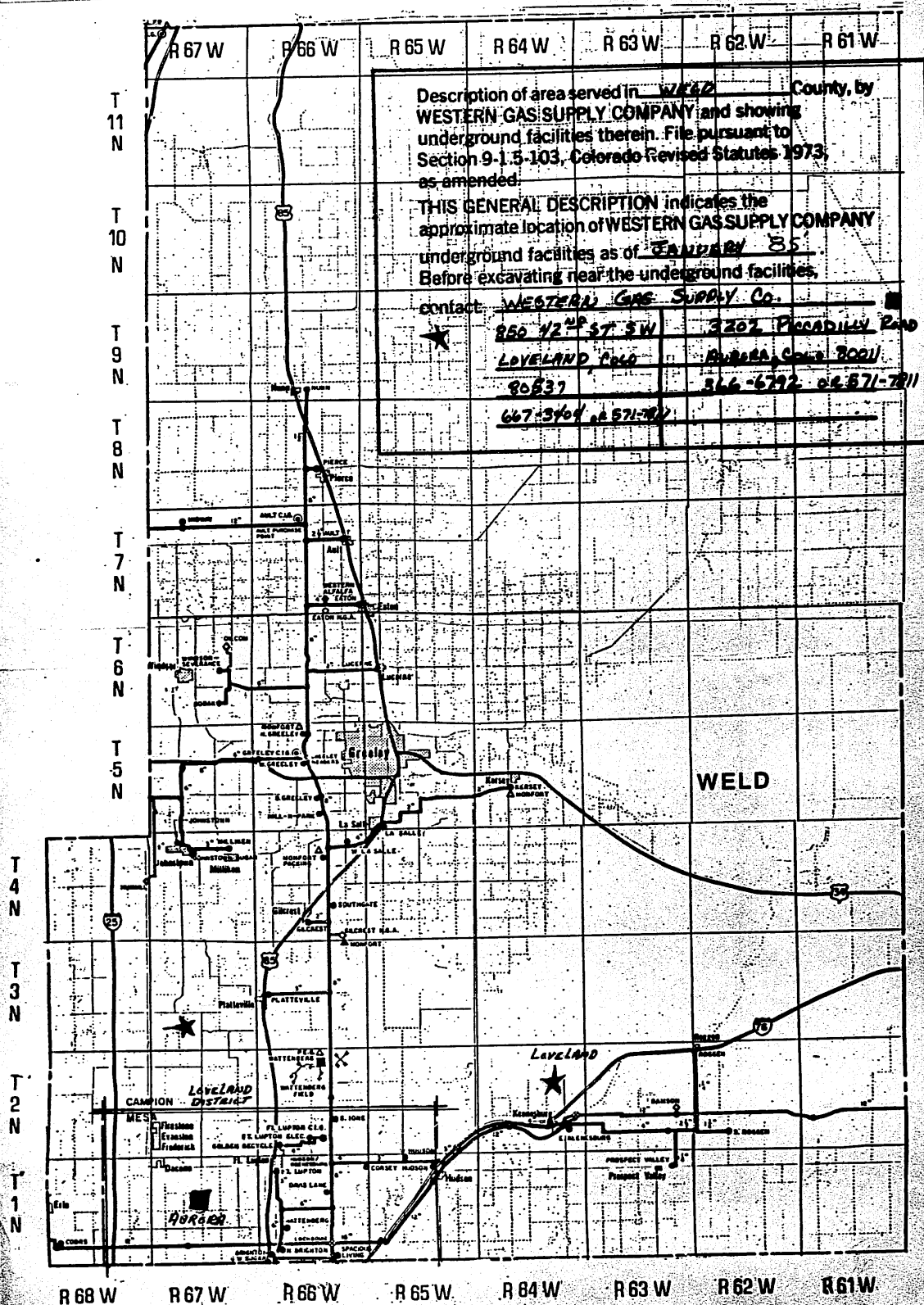
[illegible]

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B 1063 REC 02004300 04/02/85 14:27 \$3.00 1/001  
F 2182 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO





BOOK 952 RECEPTION 1874084 DATE NOV 8 1981 TIME 11:22 AM  
MARY ANN FEUERSTEIN, Clerk and Recorder, Weld County, Colorado

**Public Service Company of Colorado**

POST OFFICE BOX 1668, FORT COLLINS, COLORADO 80522

October 30, 1981

Office of Weld County Clerk & Recorder  
Post Office Box 459  
Greeley, Colorado 80632

Attention: Mary Ann Feuerstein, Clerk and Recorder

To satisfy requirements of Paragraph 9-1.5-103(i) of Senate Bill No. 172 which became effective October 1, 1981, Public Service Company of Colorado hereby desires to make the following information a matter of public record:

In regard to underground natural gas and electric facilities in Weld County, Public Service Company of Colorado's Northern Division presently installs, operates, and maintains natural gas and electric facilities in the towns of Windsor, Severance, Johnstown and Milliken and also installs, operates, and maintains natural gas and electric facilities in the rural areas of western Weld County in T4N-R66W, T4N-R67W, T4N-R68W, T5N-R66W, T5N-R67W, T6N-R66W, T6N-R67W, T7N-R66W, T7N-R67W, T8N-R67W, and T9N-R67W.

Specific information on the location of these natural gas and electric facilities can be obtained from the Gas Engineering and Electric Engineering Departments at the Northern Division Service Center at 1800 East Prospect Street in Fort Collins, phone 686-2291.

Public Service Company of Colorado's Boulder Division presently installs, operates, and maintains natural gas and electric facilities in the towns of Mead and Erie and also installs, operates, and maintains natural gas and electric facilities in the rural areas of Weld County in T1N-R68W.

Specific information on the location of these natural gas and electric facilities can be obtained from the Gas Engineering and Electric Engineering Departments at the Boulder Division Service Center at 2655 No. 63rd in Boulder, phone 443-1101.

Page Two

BOOK 952 RECEPTION 1874034  
October 30, 1981 J-2

Public Service Company of Colorado's Platte Valley Division presently installs, operates, and maintains natural gas facilities in the towns of Wattenberg, Lochbuie, and Fort Lupton, and in the rural areas of Weld County in T3N-R67W, T2N-R67W, T1N-R67W, T2N-R66W, T1N-R66W, and T1N-R65W, and installs, operates, and maintains electric facilities in the towns of Platteville, Hudson, Keenesburg, and Fort Lupton, and in the rural areas of Weld County in T1N-R63W, T2N-R63W, T1N-R64W, T2N-R64W, T3N-R64W, T1N-R65W, T2N-R65W, T3N-R65W, T1N-R66W, T2N-R66W, T3N-R66W, T4N-R66W, and T3N-R67W.

Specific information on the location of these natural gas and electric facilities can be obtained from the Gas Engineering and Electric Engineering Departments at the Platte Valley Division Service Center at Highway 85 and Baseline Road in Brighton, Phone 659-1421.

Sincerely,



Jack Fowler  
Operations Manager, Northern Division

JF:as

AR2164975

B 1218 REC 02164975 12/14/88 10:38 \$3.00 1/001  
F 1925 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

*St. Vrain Sanitation District*  
*(Saint San)*

Telephone  
(303) 776-9570

600 Kimbark Street  
Suite B  
Longmont, CO 80501

December 12, 1988

Ms. Mary Ann Feuerstein  
Weld County Clerk and Recorder  
915 10th Street  
Greeley, Colorado 80631

Re: Information on Underground Facilities

Dear Ms. Feuerstein:

Pursuant to Article 9-1.5-103(1) Underground facilities information to be filed with County Clerk and Recorder of Colorado Senate Bill No. 172 approved June 10, 1981, the following is provided:

St. Vrain Sanitation District owns underground sewer lines located in:

Section 31, T3N, R67W, 6th P.M.  
Section 36, T3N, R68W, 6th P.M.  
Sections 1, 2, 3, 4, 5, 10, 11, 14; T2N, R68W, 6th P.M.

in the Rights-of-Way of:

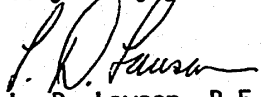
Weld County Roads 9 3/4, 11 1/4, 24 1/2, 24 3/4, 26  
Turner Boulevard

and crossing:

Weld County Roads 3 1/2, 5 1/2, 7(1/2), 13, 22, 24 (twice)  
Interstate 25 and East Frontage Road  
Colorado Highway 119 (twice)

Locates can be obtained by calling the Manager, St. Vrain Sanitation District, 600 Kimbark Street, Suite B, Longmont, Colorado 80501, telephone 776-9570 or 776-6267.

Very truly yours,

  
L. D. Lawson, P.E.  
Manager

LDL:js

cc: Alan Miller  
Weld County Utility Inspector



NOTICE PURSUANT TO §9-1.5-103, C.R.S.,  
CONCERNING UNDERGROUND FACILITIES OF UNITED POWER, INC.

Pursuant to §9-1.5-103, C.R.S., United Power, Inc., formerly Union Rural Electric Association, Inc., hereby gives notice of the following information. This Notice amends and supersedes the Notice filed by Union Rural Electric Association, Inc., on October 5, 1981, in Book 949, Reception No. 1871004, Weld County records.

1. United Power, Inc., owns and maintains underground facilities within Weld County, Colorado, for the purposes of transmission and distribution of electricity.
2. The general description of the area served by United Power, Inc., within Weld County, Colorado, is as follows, to wit:

All Sections of Townships 1 North and 2 North, Range 63 West of the 6th P.M.; all Sections of Townships 1 North, 2 North and 3 North, Range 64 West of the 6th P.M.; all Sections of Townships 1 North, 2 North and 3 North, Range 65 West of the 6th P.M.; all Sections of Townships 1 North, 2 North and 3 North, Range 66 West of the 6th P.M.; all Sections of Townships 1 North, 2 North, 3 North and 4 North, Range 67 West of the 6th P.M.; and all Sections of Townships 1 North, 2 North, 3 North and 4 North, Range 68 West of the 6th P.M.

A map showing the general service area is attached as Exhibit A.

3. Notice is given that United Power, Inc., may have underground facilities or may place underground facilities in the future anywhere within its general service area described in paragraph 2. above.

4. Anyone concerned with the location of the underground facilities of United Power, Inc., within Weld County, Colorado, may obtain necessary information regarding the same from the following person or persons:

Name: Monica L. Hansen  
Job Title: Right-of-Way Specialist  
Address: 18551 East 160th Avenue, Brighton, CO 80601  
Telephone No.: (303) 659-0551 1-800-468-8809

Notice is further given that in the event said individuals are no longer so employed or retained, contact should be made with the Engineering Department at United Power, Inc., at the same address and telephone number.

SIGNED AND SEALED this 21<sup>st</sup> day of January, 1991.

UNITED POWER, INC.

By: David I. Dunnell  
David I. Dunnell, General Manager

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ADAMS )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 1991, by David I. Dunnell, General Manager of United Power, Inc.

WITNESS my hand and official seal.



Monica L. Hansen  
Notary Public

**UNITED POWER**  
 UNITED POWER, INC.  
 P.O. BOX 929 • BRICKTON, CO. 80601

PAID-UP  
OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 21st day of September, 20 10, by and between

Charlotte J. Norgren, a married woman dealing in her sole and separate property


of 9090 County Road 31, Ovid, CO 80744, hereinafter called lessor (whether one or more), and

EOG Resources, Inc. whose address is 600 17th Street, Suite 1000N, Denver CO 80202, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of TEN AND MORE dollars (\$ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, ~~mining~~, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Weld, State of Colorado described as follows, to-wit:

TOWNSHIP 9 NORTH, RANGE 58 WEST OF THE 6<sup>TH</sup> P.M.  
Section 26; S2SE

  
3734282 11/23/2010 02:55P Weld County, CO  
1 of 3 R 21.00 D 0.00 Steve Moreno Clerk & Recorder

See Exhibit A – Addendum – Attached hereto and made a part herein.

and containing 80.00 acres, more or less.

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or noncombustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of Five (5) years from 9/21/10 (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, into the tanks or in the pipe line on the leased premises to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (1/8) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed, including associated fuel.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, 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 the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the Wells Fargo Bank Bank, at Sterling CO (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to \$1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. 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.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee 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 above 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 heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason 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 under this lease. In lieu of the royalties elsewhere herein specified, 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.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above 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 the land described above 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.

12. 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; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in Ownership of the land, royalties, or other payments, 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 ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Charlotte J. Norgren  
Charlotte J. Norgren

3734282 11/23/2010 02:55P Weld County, CO  
2 of 3 R 21.00 D 0.00 Steve Moreno Clerk & Recorder

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

#### ACKNOWLEDGMENT-INDIVIDUAL

STATE OF COLORADO

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

COUNTY OF Sedgwick ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14<sup>th</sup> day of Oct., 2010,  
personally appeared Charlotte J. Norgren, a married woman dealing in her sole and separate property 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 she did 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 affixed my notarial seal the day and year last above written.

My commission expires 6-30-2012  
Carol A. Hunter  
Notary Public

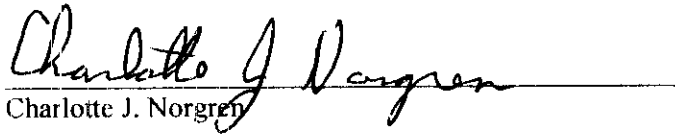
Address: 460 Lakes Ave. Ovid, Co. 80744

## EXHIBIT 'A'

Attached to and made a part of that certain Oil and Gas Lease dated September 21, 2010 by and between Charlotte J. Norgren, a married woman dealing in her sole and separate property, as Lessor, and EOG Resources, Inc. as Lessee.

1. Anything contained herein to the contrary notwithstanding, wherever the term "one-eighth (1/8)" appears, the same is hereby amended to read "three sixteenths (3/16)" in all cases.

Signed for Identification purposes:

  
Charlotte J. Norgren