

When Recorded-Return to
Champlin Petroleum Company
P.O. Box 1257
Englewood, CO 80150

CPC
Wyoming Standard Form

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made this 25th day of September, 1980, between

S. L. BURKE, also known as SHELBY L. BURKE, and CLAUDIA BURKE,
husband and wife

Lessor (whether one or more) whose address is 23783 Weld County Road #42, La Salle, Colorado 80645

and CHAMPLIN PETROLEUM COMPANY, Lessee,

whose address is P.O. Box 1257, Englewood, Colorado 80150

WITNESSETH:

1. Lessor in consideration of ten and more (\$ 10.00+)
in hand paid, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil, gas, distillate, sulphur and other minerals, (except coal), injecting salt water, other fluids, and gas, into sub-surface strata, storing minerals and fluids, laying pipe lines, dredging canals, building, maintaining and using roads, bridges, docks, tanks, powers, stations, telephone and electric transmission lines, and other structures and facilities including houses for employees, necessary for producing, saving, caring for, treating, processing, and transporting minerals

and conducting said operations, the following described land in Weld
County, Colorado (hereby relinquishing and waiving, so far as this lease is concerned, all rights under and by virtue of the homestead exemption laws of said state) to wit:
Colorado

Township 4 North, Range 65 West, 6th P.M.
Section 15: NE $\frac{1}{4}$

including, in addition to the above-described land, any and all minerals underlying lakes, streams, roads, easements, and rights of way which traverse, adjoin, or are contiguous to, said lands, which minerals are owned or claimed by Lessor, or rights to which minerals may hereafter be established in Lessor. For determining the amount of any money payment hereunder the leased premises shall be treated as comprising 160.00 acres, whether there be more or less. The word "mineral" as used in this lease includes oil, gas, distillate, sulphur and any other mineral, whether similar or dissimilar, unless the context clearly requires a different meaning. The word "gas" as used herein shall be construed to cover and embrace any and all kinds of gas, including helium gas and carbon dioxide, produced or producible from beneath the surface of the leased premises.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (hereinafter called "primary term"), and as long thereafter as oil, gas, distillate, sulphur or other mineral is produced hereunder, or any operation is conducted, any payment is made, or any condition exists, which as hereinafter provided continues this lease in force.

3. The royalties reserved by Lessor, and which shall be paid by Lessee, are, (a) on oil (including but not limited to distillate and condensate) one-eighth (1/8th) of that produced and saved from the leased premises, the same to be delivered at the wells or to the credit of Lessor in the pipeline to which the wells may be connected; provided, however, Lessee may from time to time purchase such royalty oil, paying therefor the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity; (b) on gas (including casinghead gas and other vapors) produced from said land and sold or used off the leased premises or in the manufacture of gasoline or other product, the market value at the wells of one-eighth (1/8th) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8th) of the amount realized from such sale; (c) on sulphur mined and marketed, One Dollar (\$1.00) per long ton (2240 lbs.); (d) on all other minerals mined and marketed, one-tenth (1/10th) of the current market price at the wells or mine. During any period (whether before or after the expiration of the primary term hereof) while there is a gas well or wells completed hereunder and gas is not being sold or used and the well or wells are shut in and there is no current production or operations on said leased premises sufficient to keep this lease in force, Lessee may pay or tender as royalty an amount (which shall be the same regardless of the number of shut in wells) per year, equal to the annual rental hereafter provided, and it will be considered that gas is being produced, for all purposes of this lease during any period for which such payment is made or tendered; such amount for the first year to be payable within ninety (90) days following the shutting in of the first well, or, if this lease is then otherwise being maintained in force, within ninety days following a cessation of production or operations, and for subsequent periods annually in advance thereafter. Each such royalty payment or tender may be paid by check or draft of Lessee to the parties entitled to receive royalties in the same manner as provided for "rental" payments under Paragraph Four (4) hereof. Within the meaning hereof, the term gas well or wells shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified or capable of being classified as gas wells by any governmental authority. Lessee shall have free use of oil, distillate, condensate, gas and water from the leased premises, except water from Lessor's wells and tanks, for all operations hereunder.

4. If drilling operations or mining operations are not commenced on the leased premises on or before one year from this date, this lease shall then terminate as to both parties unless Lessee on or before the expiration of said period shall pay or tender to Lessor, or to the credit of Lessor in United Bank of Greeley Bank at Greeley, Colorado 80631

or any successor bank, the sum of ~~one hundred and sixty dollars (\$160.00)~~ hereinafter called "rental," which shall extend for twelve (12) months the time within which drilling operations or mining operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders the commencement of drilling operations or mining operations may be further deferred for periods of twelve (12) months each during the primary term. Payment or tender of rental may be made by check or draft of Lessee delivered or mailed to the authorized depository bank or Lessor (at address last known to Lessee) on or before such date for payment, and the payment or tender will be deemed made when the check or draft is so delivered or mailed. If said named or successor bank (or any other bank which may, as hereinafter provided have been designated as depository) should fail or liquidate or for any reason refuse or fail to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until sixty (60) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank to receive such payments or tenders. The above named or successor bank or any other bank which may be designated as depository shall be Lessor's agent. Drilling operations or mining operations referred to in this paragraph or elsewhere in this lease, shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

5. If during the primary term and before there has been a discovery of any mineral on the leased premises Lessee should drill a dry hole thereon, or fail in any exploratory attempt to establish production hereunder, this lease shall not be terminated thereby if Lessee commences further drilling operations, or mining operations, or commences or resumes the payment or tender of rentals on or before the rental-paying date, if any, next ensuing after sixty days following completion of the dry hole, or failure of such exploratory attempt, or, if there be no such rental-paying date, commences further drilling operations or mining operations before the expiration of the primary term; provided, however, that if at any time within sixty (60) days prior to the expiration of the primary term, Lessee shall complete a dry hole, this lease shall continue in force and effect sixty (60) days from the date of such completion. If at the expiration of the primary term or at the expiration of the sixty-day period provided for in the preceding sentence no mineral is being produced on the leased premises but Lessee is then engaged in drilling operations, reworking operations, or mining operations thereon, this lease shall remain in force so long as drilling operations, reworking operations, or mining operations (whether on the same well or mine or on different wells or mines successively) are continuously prosecuted and, if they result in the production of a mineral, so long thereafter as any mineral is produced hereunder from the leased premises. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling operations, reworking operations, or mining operations, on one well or mine and the commencement of drilling operations, reworking operations, or mining operations on the same or another well or mine. If at any time after the discovery of any mineral the production thereof, and also of the other discovered mineral or minerals, if any, should cease from any cause, this lease shall not be terminated thereby if within sixty (60) days thereafter production of any mineral or minerals is restored or Lessee commences drilling operations, reworking operations, or mining operations, or commences or resumes the payment or tender of rentals on or before the rental-paying date, if any, next ensuing after sixty (60) days following such cessation of production.

6. Lessee shall have the right at any time until one year after the expiration of this lease to remove all fixtures and other property placed by Lessee on the leased premises, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth in cultivated land. Lessee shall pay Lessor for damages to Lessor's growing crops caused by Lessee's operations. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. Any structures and facilities placed on the leased premises by Lessee for operations thereon and any well or wells on the leased premises drilled or used for the injection of salt water, other fluids, or gas, may also be used for Lessee's operations on other lands in the field. Any existing roads, or any roads constructed on or across the leased premises for operations thereon may be used to service Lessee's operations on other lands in the field.

7. Lessee is hereby granted the right and power, to be exercised at its option at any time or times, to pool or combine the acreage covered by this lease, or any portion thereof or any undivided interest covered thereby, as to oil and gas, or either of them, with other land, lease or leases, or any portion thereof, as to whole or undivided interests therein and regardless of ownership thereunder, in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore or develop and operate said leased premises. Units pooled for oil hereunder shall not exceed 40 acres each in area, plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not exceed in area 640 acres each, plus a tolerance of 10% thereof, provided that if governmental authority, State or Federal, prescribes, allows or permits larger spacing or proration units for the development or operation of the field in which the unit is located or allocates a producing allowable based in whole or in part on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed, allowed or permitted or that may be used in such allocation or allowable. Any unit formed hereunder need not conform in size or area to any other unit; and units may be created hereunder to embrace all strata or any stratum or strata. The pooling in one or more instances shall not exhaust the rights of Lessee hereunder to pool this lease or portions thereof into other units or to reform units. Lessee shall file for record in the county where the unit is situated a written designation and description of each unit formed or reformed hereunder, and such instrument shall specify the effective date of the unit. Lessee wholly at its option may exercise its pooling option either before or after commencing operations for or completing an oil or gas well on acreage included in the unit, and any unit may include, but is not required to include, land or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which operations have theretofore been commenced. Operations upon or production from any part of the pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations were commenced or such production was secured before or after the execution of this lease, or the instrument designating the pooled unit, shall be considered as operations upon or production from the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease, and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes as if the same were included in this lease, except that the royalty on production from the unit shall be as below provided. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such portion of the royalty stipulated in Paragraph 3 above as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, overriding royalty, or leasehold interests in lands

CO-7218 (1)

within the unit which are not effectively pooled or unitized. Any unit established by Lessee hereunder may be dissolved by Lessee at any time by instrument filed for record in the county in which the leased premises are situated whether before drilling operations are commenced or after the completion of a dry hole or the cessation of production and/or operations on said unit, as the case may be. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing, and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing, and not from an oil pooled unit.

8. The rights of either party hereunder may be assigned or subleased in whole or in part and the provisions hereof shall extend to their heirs, successors, sublessees, and assigns. However, no change or division in ownership of the lands, rentals, or royalties, shall enlarge the obligations or diminish the rights of Lessee. No change or division in such ownership shall be binding on Lessee until ninety (90) days after the Lessee shall have been furnished by registered or certified mail with the original or a certified copy of the recorded instrument or instruments evidencing same. In the event of assignment or sublease hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof or of an interest therein who commits such breach. In the event of the death of any person entitled to rentals hereunder Lessee may pay or tender such rentals to the authorized depository bank to the credit of the estate of the deceased until such time as Lessee is furnished proper evidence of the appointment and qualifications of an executor or administrator of the estate or, if there be none, then until Lessee is furnished evidence satisfactory to it as to the heirs or devisees of the deceased. In event of assignment or sublease of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners (including sublessees) ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners (including sublessees).

9. Lessee may at any time, and from time to time, execute and deliver or mail to Lessor or place of record a release covering all or any portion of the leased premises, and thereupon shall be relieved of all obligations as to the acreage surrendered. After a release of this lease as to only part of the acreage, the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by each such release.

10. In the event Lessor, either before or after production has been secured, considers that Lessee has failed to perform or to comply with any of the expressed or implied obligations of this agreement, Lessor shall notify Lessee in writing alleging specifically the respects in which Lessor considers Lessee has so failed to perform or comply, and Lessee shall have ninety days after receipt of any such notice within which to remedy or commence to remedy, any such default so alleged by Lessor. The delivery of said notice to Lessee and the lapse thereafter of ninety days shall be precedent to the bringing of any action by Lessor under this agreement. Neither the delivery of any such notice nor the performance thereafter by Lessee of any act aimed to remedy any default alleged by Lessor in any said notice shall be deemed an admission or presumption that Lessee is in default as to such obligation and there shall be no cancellation of this agreement, in whole or in part, for failure by Lessee to remedy or commence to remedy any default alleged by Lessor until the existence of such default by Lessee has been finally declared judicially and until a reasonable time thereafter has been allowed to remedy such default. In case of termination, forfeiture or cancellation of this lease for any cause, Lessee shall be entitled to retain hereunder any well or mine, together with all acreage allocated thereto under a well spacing program based upon the maximum area such well or mine may be expected to drain.

11. When operations or production are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or lack of market in the field for the minerals produced, or as a result of any Federal or State law, or of some order, rule, regulation, requisition or necessity of any government or governmental authority, or any official acting thereunder, or as the result of any cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee and this lease shall remain in force during such delay or interruption and ninety (90) days thereafter, anything in this lease to the contrary notwithstanding.

12. Lessor hereby warrants and agrees to defend the title to said land and minerals to the extent of the interest purported to be covered by this lease. If Lessor owns less interest than the entire fee or mineral estate (even though this lease purports to cover only such lesser interest) the rentals and royalties to be paid Lessor shall be reduced proportionately. Lessee at its option may discharge any tax, mortgage, or other lien upon said land either in whole or in part, and thereby be subrogated to such lien with the right to enforce same and apply rentals and royalties toward satisfying same.

13. This lease may be executed in any number of counterparts and each such counterpart so executed shall have the same force and effect as an original instrument. Should any one or more of the parties above named as Lessor fail to execute this lease or any counterpart thereof, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor" as used in this lease means the party or parties who execute this as Lessor, although not named above.

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

Claudia Burke
CLAUDIA BURKE

S. L. Burke
S. L. BURKE, ALSO KNOWN AS SHELBY L. BURKE

~~XXXXXXXXXXXX~~

~~XXXXXXXXXXXX~~

Lessor

STATE OF ~~WYOMING~~ COLORADO

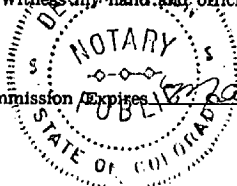
COUNTY OF

WELD

ss.

The foregoing instrument was acknowledged before me this 26th day of September, 19 80
by S. L. Burke, also known as Shelby L. Burke, and Claudia Burke, husband and wife.
Witness my hand and official seal.

My Commission Expires



Debra Allen
Notary Public

STATE OF WYOMING

COUNTY OF

ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____.

Witness my hand and official seal.

My Commission Expires _____

Notary Public

Return to

Fees, \$

400.00

By _____ Deputy

Recorder

page _____

and is duly recorded in book _____

o'clock _____ M., _____ 19 _____

for record in my office at _____

I hereby certify that this instrument was filed

County of _____ ss.

STATE OF WYOMING

TO

FROM

OIL, GAS AND MINERAL LEASE

No. _____