

3581943 10/02/2008 04:22P Weld County, CO
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Colorado Paid-Up/Pooling
(Rev. 9/99)

OIL AND GAS LEASE

This Lease Agreement (the "Lease") is entered into on August 1, 2008 (the "Effective Date") between Farmer's State Bank of Ft. Morgan, Colorado, as successor trustee for the Carl Nielsen Trust, whose address is c/o The Farmer's State Bank P.O. Box 798, Fort Morgan, CO 80701-0798 (the "Lessor"), and Lewis & Clark Exploration Company, whose address is 8191 Southpark Lane, Suite 210, Littleton, CO 80120, (the "Lessee").

The Lessor, in consideration of Ten Dollars and other valuable consideration, the receipt of which is acknowledged, and the covenants and agreements contained in this Lease, grants, demises, leases and lets exclusively to Lessee, the land described below, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing oil (including, but not limited to, distillate and condensate), gas (including, but not limited to casinghead gas and helium), and other hydrocarbons of whatever nature or kind, and for laying pipelines, telephone and other lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures to produce, save and take care of those products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, taking care of, and selling all substances produced, all that certain tract of land situated in Weld County, Colorado, described as follows:

Township 1 North, Range 62 West, 6th P.M.

Section 15: S/2NE/4, N/2N/2SE/4, N/2S/2N/2SE/4

Section 23: All

Section 24: NW/4, W/2NE/4, W/2SW/4

containing 1,100 acres, more or less, which are referred to in this Lease as the "land," "lands," or "lease premises."

The lands of this Lease are divided into four "Tracts", being:

Tract A, the lands within Sections 15;

Tract B, Section 23: W/2;

Tract C, Section 23: E/2;

Tract D, the lands within Section 24

1. It is agreed that this Lease shall remain in force for a term of five years from this date (the "Primary Term"), subject to the following Initial Well Requirement, and as long thereafter as oil or gas of whatever nature or kind is produced from the lease premises or on acreage pooled or unitized with the lands, or drilling operations are continued as provided for in this Lease. Terms of this Lease shall be separately applied to the Tracts beyond the Primary Term. If, at the expiration of the primary term of this Lease, oil or gas is not being produced on the lease premises or on acreage pooled or unitized with the lands but Lessee is then engaged in drilling or reworking operations, then this Lease shall continue in force so long as operations are being continuously prosecuted on the lease premises or on acreage pooled or unitized with the lands; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on the land or on acreage pooled or unitized with the land, production thereof should cease from any cause after the Primary Term, this Lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from the date of cessation of production or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of those operations at or after the expiration of the Primary Term of this Lease, this Lease shall continue in force so long as oil or gas is produced from the lease premises or on acreage pooled or unitized with the lands. Initial Well Requirement requires an initial test well to be commenced on or before August 1, 2011; failure to fulfill this requirement will result in termination of the Lease as the sole penalty of the Lessee.