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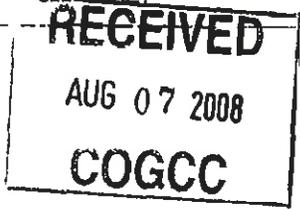
OIL AND GAS LEASE

ORIGINAL

AGREEMENT, Made and entered into this 17th day of January, 1982, by and between ROBERT F HAY and NORMA J. HAY, Husband and wife, 722 West Kelly Street, Silver City, New Mexico 88061, hereinafter called lessor (whether one or more) and NORTHWEST EXPLORATION COMPANY, Box 5800 T A, Denver, CO 80217, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of TEN AND MORE (\$10.00+) DOLLAR cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee be paid kept and performed has granted demised leased and let and by these presents does grant demise, lease and let unto the said lessee its successors and assigns for the sole and only purposes of surveying by geological geophysical and all other methods mining and operating for oil and gas 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, situate in the County of Garfield, State of Colorado, described as follows, to wit:

Township 6 South, Range 94 West, 6th P.M. Section 33 SW1/4, NE1/4, Lot 2 Section 34 West 17 acres of SW1/4NW1/4



and containing 158.40 acres, more or less. It is agreed that this lease shall remain in force for a term of Three (3) years from date, and as long thereafter as oil or gas or either of them, is produced from said land by the lessee its successors and assigns.

In consideration of the premises the said lessee covenants and agrees: First The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the net market price for oil of like grade and saved from the leased premises or, at lessee's option may buy or sell such oil at the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks. Second To pay lessor 1/6 of the proceeds received for gas sold from each well where gas only is found, or the market value of the well of such gas used off the premises. Third To pay lessor 1/6 of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 17th day of JANUARY, 1982, 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 the Grant County Bank at Silver City, New Mexico 88061

of or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of ONE HUNDRED FIFTY-EIGHT AND 40/100 (\$158.40) DOLLARS

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 of the same number of months successive. 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. Rentals may be paid by check or draft and may be remitted by mail. Making of rental on or before the rental paying date shall be deemed a timely tender thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the land or drilling operations are not being conducted thereon then and in that event if a well is not commenced before the next ensuing rental paying date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties unless the lessee on or before the rental paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as heretofore provided, and it is agreed upon resumption of the payment of rentals as above provided the last preceding paragraph hereof governing the payment of rentals and the effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, after the expiration of the primary term hereof production shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within ninety (90) days from such cessation and this lease shall remain in force and effect during the prosecution of such operations and, if production results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby or on other lands with which said lands are pooled or unitized which is capable of producing in paying quantities, but which is shut in either before or after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before the shut in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut in, unless prior to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut in royalty payment date while such gas well remains shut in, lessee shall make payment of shut in gas royalty in the same amount and manner. A shut in gas well capable of producing in paying quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate, distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut in royalty payment date" shall mean any rental paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term or any anniversary date of this lease if no rental paying date is specified herein.

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 rental herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred 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 operations thereon, except water from well and reversions 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.

Lessee shall pay for damages caused by its operations on said land. When requested by the lessor lessee shall bury his pipe lines 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 is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well or for obtaining the maximum allowable production from one well or 10 acres each for the production of oil or 640 acres each for the production of gas, whichever is the larger plus a tolerance over the maximum area of 10 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon shall be considered and construed and shall have the same effect except in the payment of royalty as production development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion but only in the proportion that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

If the estate of either party hereto is assigned and the privilege of assuming in whole or in part is expressly allowed the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof, and it is hereby agreed in the event this lease shall be assigned in whole or in part or 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 the



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EXHIBIT "A"

Plat of communitized area covering Section 34, T6S, R94W, 6th P M,
Ruhson Field, Garfield County, Colorado

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