



Producers 88--Revised
Colorado - Utah (P)
(10-59)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 15th day of July, 2002, by and between
Joan G. Manda, a widow

of 600 Lexington Road, Pleasant Hill, Missouri 64080, hereinafter called lessor (whether one or more), and
PRESS OIL INVESTMENTS, INC. of Wray, Colorado-80758, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets
exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining,
operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and
any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and elec-
tric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said 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, in-
cident to, or convenient for the economical operation of said land, alone or jointly 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

Yuma, State of Colorado, and being described as follows, to-wit:

Township 02 North, Range 47 West, 6th P.M.
Section 04: SE/4

THIS IS A PAID-UP OIL & GAS LEASE, ALL BONUS & RENTAL PAYMENTS HAVE BEEN MADE.

of Section Township Range if being the purpose and intent of lessor to lease, and lessor does hereby
lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified.
For all purposes of this lease, said lands shall be deemed to contain 160.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ten (10) years from this date (herein called "primary
term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted
as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well; the reworking, deepening or plugging back of a well or
hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "con-
tinuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling
operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land
but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if produc-
tion 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; if, after the expiration
of the primary term of this lease, production from the above described land should cease, this lease shall not terminate; if lessee is then prosecuting drilling
operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such
operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth
(1/8) part of oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-
eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and
other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced
from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead
gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

~~If no well be commenced on said land on or before one year from the date hereof, this lease shall, except as otherwise provided,
terminate in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor's credit the~~
~~DIRECT TO LESSOR~~

(which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the

sum of DOLLARS Five (5) + JGM which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. ~~in like manner and upon like pay-
ments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term
hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash,
check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental
date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his
credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his succe-
sors in interest. If lessee shall, on or before any rental date, make a bona fide effort to pay or deposit rental to a lessor entitled thereto under this
lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of
this lease hereinafter set forth, of his right to receive rental, and if such attempted payment or deposit shall be erroneous in any regard (whether deposited in the
wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount or otherwise), lessee shall be
unconditionally obligated to pay to such lessor the rental primarily payable for the rental period involved, but this lease shall be maintained in the same
manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within
30 days after receipt by lessee of written notice from such lessor of such error accompanied by all documents and other evidence necessary to enable
lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first
rental is payable as aforesaid, but also lessor's option of extending that period as aforesaid, and any and all other rights conferred.~~

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, a second well is not commenced on
said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this
paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has
been paid), this lease shall terminate as to both parties unless lessee on or before the expiration of said 12 months shall resume the payment of rentals
in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the lease preceding
this paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental
payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated
with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom
is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the
leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether
before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being
produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judg-
ment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of
one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applica-
ble to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental,
then to the sum of \$50.00; provided that if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if
at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be
obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this
lease. Such annual period may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day
of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not
such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid less only in the proportion which his interest
bears to the whole and undivided mineral fee.

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 ex-
press and implied covenants hereof shall extend to the successors, assigns or sublessees, successively, and in the event of an assignment or subletting
by lessee, lessee shall be relieved and discharged as to the lessor's obligations to assign or sublet, and the covenants and obligations accruing upon any
of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, or the assignment, subletting,
shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwith-
standing any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties
hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except for lessee's option in
any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information necessary for referred to, by
the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and
other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet, neither
as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts,
rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to
make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased
premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obli-
gations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all
rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately
on an acreage basis.

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land
covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part
of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to pro-
mote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowance from any governmental
agency having control over such matters. Any "pooling" hereunder may cover all oil and gas, or any one or more of the substances covered by this lease,
and may cover one or more oil zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling
shall be of abutment or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 40 acres
(plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe a spacing
pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowance based on acreage
per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The
area pooled and the zones or formations and substances pooled shall be effective on the date such declaration is filed unless a later effective date is specified
in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area
so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land
covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the

pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to a leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 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. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

x Joan G. Manda

Joan G. Manda

STATE OF Missouri } ss.
COUNTY OF Calaveras

On the 16th day of April, 2002, Joan G. Manda, Notary Public-Notary Seal.

STATE OF MISSOURI
COUNTY OF Calaveras

MY COMMISSION EXPIRES APRIL 16, 2006

16 April 2002

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

A.D. 20 02 personally appeared before me

the signer of the above instrument.

x Marsha L. Jones

Notary Public

Residing at: X 101 S Hwy 7, Pleasant Hill, Mo.

64080

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

A.D. 20 personally appeared before me

the signer of the above instrument.

My commission expires:

Notary Public

Residing at:

STATE OF _____ } ss.
COUNTY OF _____ }
ACKNOWLEDGMENT (For use by Corporation)

On the _____ day of _____, A.D. 20 _____, personally appeared before me

_____, President of _____, who being by me duly sworn, did say that he is the
that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said _____, a corporation, and

acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

My commission expires:

Notary Public

Residing at:

STATE OF _____ } ss.
COUNTY OF _____ }
(Certificate of Recording)

This instrument was filed for record on the _____ day of _____, 20 _____ at _____ o'clock _____ M
and recorded in Book _____ at Page _____ of the records of this office.

County Recorder

By _____ Deputy

AFTER RECORDING, RETURN TO:

STATE OF COLORADO

§ § §

COUNTY OF YUMA



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Yuma County Recorder Beverly A Wenger Page 1 of 1
RATAMEND06L R5:00 \$1.00

2nd RATIFICATION, AMENDMENT and
EXTENSION OF OIL, GAS AND MINERAL LEASE

WHEREAS, the following Oil, Gas, and Mineral Lease ("the Lease"), dated effective July 15, 2002, recorded at Document #508779, of the records of Yuma County, Colorado, was executed by **Joan G. Manda, a widow**, as Lessor, in favor of Press Oil Investments, Inc., for a primary term of Five (5) years, covering the following described property:

T2N, R47W,

SEC. 04: SE/4

YUMA COUNTY, COLORADO

CONTAINING 160.00 GROSS ACRES MORE OR LESS

Rosewood Resources, Inc. ("Lessee") is the successor in interest to Press Oil Investments, Inc.

WHEREAS, by virtue of that certain Ratification, Amendment and Extension of Oil, Gas and Mineral Lease dated July 12, 2007, as recorded at Reception #533792, the primary term of said Lease was amended and extended for an additional three (3) years so that the Lease is in full force and effect until July 15, 2010, and so long thereafter as provided in the Lease.

NOW, THEREFORE, for good and valuable consideration received, Lessor hereby agrees to amend and extend the Lease as follows:

- 1) The primary term is extended for an additional three (3) years, in order to provide that the Lease will be in full force and effect until July 15, 2013, and so long thereafter as provided in the Lease.

Lessor does hereby GRANT, LEASE, RATIFY and CONFIRM the Lease insofar as it covers the above described lands unto Rosewood Resources, Inc., its successors and assigns, subject to and in accordance with all of the terms and provisions of the Lease, as herein amended.

This Ratification, Amendment and Extension Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, sub-lessees or assigns of Lessor and Lessee.

EXECUTED as of this 26th day of April, 20 10.

LESSOR:

Joan G. Manda
Joan G. Manda

ACKNOWLEDGEMENT

STATE OF Missouri §
COUNTY OF Cass §

20 10 The foregoing instrument was acknowledged before me this 26th day of April,
by **Joan G. Manda**.

Pamela Wardlaw



Notary Public, My Commission Expires: October 2, 2011
My Commission Expires
October 2, 2011
Cass County
Commission #07385415



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Yuma County Recorder, Beverly A Wenger Page 1 of 1
RATNENDUGL RS.00 \$1.00 D

RATIFICATION, AMENDMENT and
EXTENSION OF OIL, GAS AND MINERAL LEASE

WHEREAS, the following Oil, Gas, and Mineral Lease ("the Lease"), dated July 15, 2002, recorded at Reception 508779, was executed by JOAN G. MANDA, a widow, as Lessor, in favor of PRESS OIL INVESTMENTS, INC., as Lessee, for a primary term of Five (5) years, and covering the following described property:

Township 2 North, Range 47 West, 6th P.M.
Section 04: SE/4

Yuma County, Colorado
Containing 160.00 acres, more or less

WHEREAS, by Assignment of Oil and Gas Leases dated August 05, 2002, recorded in Reception 510295, Lessee assigned all right, title and interest in and to said Lease to Rosewood Resources, Inc.

NOW, THEREFORE, for good and valuable consideration received, Lessor and Lessee hereby agree to amend and extend the Lease as follows:

- 1) The primary term will be amended for an additional three (3) years, in order to provide that the Lease will be in full force and effect until July 15, 2010 , and so long thereafter as provided in the Lease.

NOW THEREFORE, for the same consideration, Lessor does hereby GRANT, LEASE, RATIFY and CONFIRM the Lease insofar as it covers the above described lands unto Rosewood Resources, Inc. Except as provided above, this lease remains in force and effect without any other changes.

EXECUTED as of this 12th day of July, 2007.

LESSOR:

Joan G. Manda
JOAN G. MANDA

ACKNOWLEDGEMENT

STATE OF MISSOURI §
COUNTY OF Cass §

On this day personally appeared before me, JOAN G. MANDA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12th day of July, 2007.

My Commission Expires:

April 16, 2010

Marsha L. Jones
Notary Public



MARSHA L. JONES
My Commission Expires
April 16, 2010
Cass County
Commission #06469471