

Recorded at 11:40 o'clock A M. JAN 14 1987

Reception No. 378155 MII ED ALSDORF, RECORDER #454
GABFIELD COUNTY, COLORADO

OIL AND GAS LEASE

BOOK 703 PAGE 587

AGREEMENT, Made and entered into the 26th day of November, 19 86, by and between
John S. Downing and Neva J. Downing, husband and wife

whose post office address is 7781-320 Road, Rifle, Co. 81650, hereinafter called Lessor (whether one or more) and
Barrett Energy Company whose post office address is 1125-17th St., Ste. 2100, Denver, Co. 80202
-----Ten and More-----

WITNESSETH, That the Lessor, for and in consideration of _____ DOLLARS
cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised,
leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the
exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of
whatsoever nature or kind, with rights of way and easements for laying pipe line and other structures thereon to produce, save and take care
of said products, all that certain tract of land situated in the County of GARFIELD

State of Colorado, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

- and containing 330.88 acres, more or less, five
1. It is agreed that this lease shall remain in force for a term of 300 years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; 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 said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such 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 leased premises or on acreage pooled therewith.
 2. This is a PAID-UP LEASE. In consideration of the down cash payment, 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 said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.
 3. In consideration of the premises the said Lessee covenants and agrees:
 - 1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
 - 2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
 - 3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.
 4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
 5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
 6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
 7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.
 8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.
 9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
 10. 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.
 11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.
 12. Lessee, at its option, 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 herein 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 theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or re-working operations or a well shut in for want of a market 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 for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, 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. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands 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 said above described lands 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. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.
 13. 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 in damages, 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.
 14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and 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 the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.
 15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

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

John S. Downing
John S. Downing

Neva J. Downing
Neva J. Downing

STATE OF Colorado }
COUNTY OF Garfield } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th

day of December, 1986, personally appeared

John S. Downing and Neva J. Downing, husband and wife

and

_____ , to me known to be the identical person a _____ , described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their 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 May 20, 1989

Rona Cooper
Notary Public.

Address: 1542 Railroad Ave., Rifle, CO

STATE OF _____ }
COUNTY OF _____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____

day of _____, 19____, personally appeared

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 _____ duly executed the same as _____ 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 _____

Notary Public.

Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____

_____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, A.D. 19____.

Notary Public.

(SEAL)

Address: _____

My Commission expires _____

No. _____	FROM	TO	Dated _____, 19____	No. Acres _____	County _____	Term _____	This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.	County Clerk _____	Deputy _____	When recorded return to _____
-----------	------	----	---------------------	-----------------	--------------	------------	--	--------------------	--------------	-------------------------------

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated November 26, 1986 from John S. Downing and Neva J. Downing, husband and wife, as Lessors, to Barrett Energy Company, as Lessee, covering the following described land to wit:

TOWNSHIP 6 SOUTH, RANGE 94 WEST, 6TH P.M.TRACT I:

Section 24: SE/4 NW/4, SW/4 NE/4, NW/4 SE/4, E/2 SW/4

Section 25: NE/4 NW/4

TRACT II:

Section 24: Part of the SW/4 SE/4 described as: Beginning at the Northeast corner of the SW/4 SE/4; thence South 1155 feet to a point on the North line of Section 25 for the Southeast corner of this tract; thence West 660 feet along said North line of Section 25 to a point in said line for the Southwest corner of this tract; thence North 688 feet 3 3/4 inches to a point in the center of South line of a 5 acre tract in the name of Vollie T. Garrett for the Northwest corner of this tract; thence East 233 feet 4 1/8 inches to the Southeast corner of said Vollie T. Garrett 5 acre tract for interior corner of this tract; thence North 466 feet 8 1/4 inches along the East line of said Vollie T. Garrett 5 acre tract to Northeast corner of this tract; thence East 426 feet 7 3/4 inches to the place of beginning.

TRACT III:

Section 24: Part of the SW/4 SE/4 described as: Beginning at the Northwest corner of the SW/4 SE/4; thence East along the North line of the SW/4 SE/4, 426 feet 7 3/4 inches to a point in said line for the Northwest corner of this tract; thence East along the same line 466 feet 8 1/4 inches to a point in said line for the Northeast corner of this tract; thence South 466 feet 8 1/4 inches to a point for the Southeast corner of this tract; thence West and parallel to the North line of this tract 466 feet 8 1/4 inches to a point for the Southwest corner of this tract; thence North 466 feet 8 1/4 inches to a point for the Northwest corner of this tract and the point of beginning.

TRACT IV:

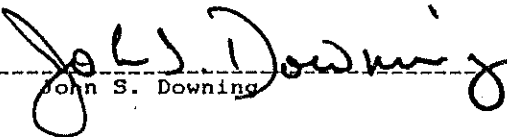
Section 24: Part of the E/2 SE/4 lying Southerly and Easterly of the Northerly and Westerly lines of said E/2 SE/4 said parcel of land described as: Beginning at a point on the Southerly line of said Section 24 whence the reestablished corner for the Southeast corner of said Section 24 bears

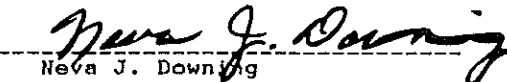
Page 2 of 2
Exhibit "A" to Oil and Gas Lease
dated November 26, 1986
Section 24 continued

North 88 degrees 53 minutes 51 seconds East 597.27 feet; thence South 88 degrees 53 minutes 51 seconds West 751.19 feet along the Southerly line of said Section 24; thence North 00 degrees 32 minutes 51 seconds West 2630.80 feet along the Westerly line of said E/2 SE/4 to the Northwest corner of said E/2 SE/4; thence North 88 degrees 29 minutes 46 seconds East 1359.15 feet along the Northerly line of said E/2 SE/4 to the reestablished corner for the East Quarter corner of said Section 24; thence South 00 degrees 19 minutes 6 seconds East 1624.21 feet along the Easterly line of said Section 24; thence North 89 degrees 8 minutes 50 seconds West 372.57 feet; thence South 1 degree 53 minutes 32 seconds East 148.90 feet; thence South 88 degrees 46 minutes West 253 feet; thence South 1 degree 53 minutes 32 seconds East 879.41 feet to the point of beginning.

The above described parcels contain 330.88 acres, more or less, and including any lands and interests therein, contiguous or appurtenant to said described lands and owned or claimed by lessor, whether specifically described above.

SIGNED FOR IDENTIFICATION:


John S. Downing


Neva J. Downing