



PRODUCERS 88 – PAID UP
Rev. No. 5 - 8pt.

OIL AND GAS LEASE

This Oil and Gas Lease ("Lease") is made this 16th day of July, 2013, by and between Randy Frank Spadafora whose address is 9950 – 3200 Road, Hotchkiss, Colorado 81419, ("Lessor", whether one or more) and Gunnison Energy Corporation, 1801 Broadway, Ste. 1200, Denver, CO 80202, ("Lessee").

WITNESSETH, For and in consideration of TEN DOLLARS, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant, demise, lease and let exclusively unto said Lessee, with the exclusive rights for the purposes 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 lines and telecommunications lines, and construction of roadways and structures thereon to produce, save and take care of said products, and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations, and any and all other rights and privileges necessary, incident to, or convenient for the operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in Gunnison County, Colorado, described as follows, to-wit:

TOWNSHIP 11 SOUTH, RANGE 90 WEST, 6TH P.M.
HES 73 in Sections 17 and 20

See "Addendum A" attached hereto and made a part hereof.

and containing 159.39 acres, more or less, (the "Premises").

1. It is agreed that this lease shall remain in force for a term of **three (3) years** from the effective date ("Primary Term") and as long thereafter as oil or gas of whatsoever nature or kind is produced from the Premises or on acreage pooled or unitized therewith, or operations are continued as hereinafter provided. If, at the expiration of the Primary Term, oil or gas is not being produced from the Premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling or re-working operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted. 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 replacement well if needed. If after discovery of oil or gas on the Premises or on acreage pooled or unitized 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, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled or unitized therewith.

2. This is a **PAID-UP LEASE**. In consideration of the payment made herewith, 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 the Premises, 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 obligations thereafter accruing as to the acreage surrendered.

3. Lessee covenants and agrees to pay royalty to Lessor as follows:

(a) On oil, to deliver to the credit of Lessor, free of cost in the pipe line to which Lessee may connect wells on the Premises, the equal **one-sixth (1/6th)** part of all oil produced and saved from the Premises.

(b) On gas of whatsoever nature or kind, including all gases, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substances, produced from the Premises ("Gas") Lessee shall pay, at its election, either of the following, as royalty: (i) for Gas sold or used off the Premises, **one-sixth (1/6th)** of the amount realized from Gas so sold or used (Lessor's interest in Gas shall bear its proportionate part of the cost of off-lease transportation incurred in marketing Gas so sold or used and taxes); (ii) for Gas sold at the well, **one-eighth (1/8th)** of the amount realized from such sale.

4. Where Gas from a well capable of producing Gas is not sold or used, Lessee shall pay or tender as royalty to Lessor at the address set forth above **One Dollar** per year per net mineral acre, 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. Failure to properly or timely pay or tender such shut in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

5. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid 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 the Premises for Lessee's operation thereon, except water from 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 the Premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on the Premises.

10. Lessee shall have the right at any time to remove all machinery and fixtures (including casing) Lessee has placed on the Premises.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or in part and liability for breach of any obligation hereunder shall rest exclusively upon the owner hereof who commits such breach. 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 the Premises 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 Premises and as to any one or more of the formations thereunder, 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 reworking 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 royalties on production from such unit only on the portion of such production allocated to this Lease. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the Premises 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 the Premises, 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. Any delay or interruption caused by storm, flood, act of God or other event of force majeure shall not be counted against Lessee. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from conducting operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding.

14. Lessor hereby warrants and agrees to defend the title to the Premises and agrees that Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the Premises, 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, 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 the parties named as Lessor herein 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.

Randy Frank Spadafora
Randy Frank Spadafora

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF COLORADO)
COUNTY OF Delta) ss:

The foregoing instrument was acknowledged before me this 16th day of August, 2013, by
Randy Frank Spadafora

WITNESS my hand and official seal.

My commission expires:

6-14-15



My Commission Expires 06/14/2015

Kimberly A Adam
Notary Public

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
COUNTY OF _____) ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

WITNESS my hand and official seal.

My commission expires:

Notary Public

ACKNOWLEDGMENT - CORPORATE

STATE OF _____)
COUNTY OF _____) ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____, as _____
of _____

WITNESS my hand and official seal.

My commission expires:

Notary Public

NOTICE: This document is a copy of a document filed with the court. It is not a certified copy and may not be accurate. For a certified copy, please contact the court clerk.

IN RE: [Illegible Name]
Debtor
[Illegible Name]
Creditor

[Illegible text, likely a notice of a hearing or a court order]

My Commission Expires 08/15/2015
STATE OF COLORADO
NOTARY PUBLIC
KIMBERLY A. ADAM

[Illegible text, likely a notice of a hearing or a court order]

[Illegible text, likely a notice of a hearing or a court order]

[Illegible text, likely a notice of a hearing or a court order]

[Illegible text, likely a notice of a hearing or a court order]



ADDENDUM A

Attached to and made a part of that certain Oil and Gas Lease dated July 16th, 2013, , by and between **Randy Frank Spadafora**, as Lessor, and **Gunnison Energy Corporation**, as Lessee, covering lands in Gunnison County, Colorado.

Lessee shall take reasonable precautions to minimize adverse impact to Lessor's ranching operations on the leased premises. Lessee and Lessor shall enter into a mutually acceptable surface use agreement and to jointly agree on the initial well pad location prior to commencing construction regarding the well location, access roads, fences, pipelines or power lines, or installation of any production equipment, tank batteries or produced water equipment. Lessee shall pay Lessor for damages to Lessor's growing crops, grass, buildings, livestock, fences and other improvements and personal property caused by Lessee's operations.

Lessee will follow generally accepted industry practices designed to protect fresh water strata from contamination and protect the surface from exposure to produced water and other contaminants. The use of fresh water provided for under this lease is limited to use for drilling operations only, and shall specifically exclude use of such water for pressure maintenance or water flood purposes. Produced water may be used for any purpose allowed by applicable laws and regulations.

Within six months after the termination of the lease, Lessee shall restore any of the leased premises disturbed by Lessee to a condition as near to its original condition as practicable, and remove all machinery and fixtures placed by Lessee on said premises pursuant to this lease.

This lease shall not be extended solely by the shut-in gas well payment for a period in excess of three years beyond the end of the primary term of this lease or three years beyond the date of completion of any gas well, whichever is later, unless the well is shut in as a consequence of a rule or order of any governmental agency or court having jurisdiction over the well.

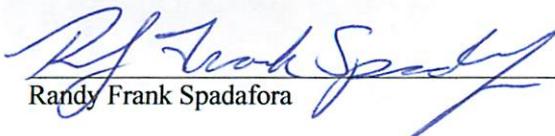
This lease shall not terminate so long as drilling or re-working operations are being continuously prosecuted if not more than ninety days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of another well.

Lessee is hereby given the option to extend the primary term of this lease as to all or any portion of the lands covered hereby for an additional three (3) years from the original primary term. This option may be exercised by Lessee at any time during the last year of the original primary term by paying or tendering to Lessor the sum of Two Hundred Dollars (\$200.00) per net mineral acre then covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a paid-up primary term of six (6) years. In the event this lease is being maintained by any provision hereof at the expiration of the original primary term, Lessee shall have a period of thirty (30) days from the date this lease ceases to be so maintained within which to exercise this option.

Gunnison Energy Corporation will be operator as long as Gunnison Energy Corporation has a working interest in the well(s) on the leased premises.

In the event of a conflict between the body of the lease and this Addendum A, Addendum A shall control.

SIGNED FOR IDENTIFICATION:


Randy Frank Spadafora

PRODUCERS 88 – PAID UP
Rev. No. 5 - 8pt.



OIL AND GAS LEASE

This Oil and Gas Lease ("Lease") is made this 24th day of July, 2013, by and between Edward Spadafora whose address is 11991 Menoken Road, Montrose, CO 81401, ("Lessor", whether one or more) and Gunnison Energy Corporation, 1801 Broadway, Ste. 1200, Denver, CO 80202, ("Lessee").

WITNESSETH, For and in consideration of TEN DOLLARS, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant, demise, lease and let exclusively unto said Lessee, with the exclusive rights for the purposes 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 lines and telecommunications lines, and construction of roadways and structures thereon to produce, save and take care of said products, and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations, and any and all other rights and privileges necessary, incident to, or convenient for the operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in Gunnison County, Colorado, described as follows, to-wit:

TOWNSHIP 11 SOUTH, RANGE 90 WEST, 6TH P.M.
HES 73 in Sections 17 and 20

See "Addendum A" attached hereto and made a part hereof.

and containing 159.39 acres, more or less, (the "Premises").

1. It is agreed that this lease shall remain in force for a term of **three (3) years** from the effective date ("Primary Term") and as long thereafter as oil or gas of whatsoever nature or kind is produced from the Premises or on acreage pooled or unitized therewith, or operations are continued as hereinafter provided. If, at the expiration of the Primary Term, oil or gas is not being produced from the Premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling or re-working operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted. 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 replacement well if needed. If after discovery of oil or gas on the Premises or on acreage pooled or unitized 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, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled or unitized therewith.

2. This is a **PAID-UP LEASE**. In consideration of the payment made herewith, 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 the Premises, 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 obligations thereafter accruing as to the acreage surrendered.

3. Lessee covenants and agrees to pay royalty to Lessor as follows:

(a) On oil, to deliver to the credit of Lessor, free of cost in the pipe line to which Lessee may connect wells on the Premises, the equal **one-sixth (1/6th)** part of all oil produced and saved from the Premises.

(b) On gas of whatsoever nature or kind, including all gases, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substances, produced from the Premises ("Gas") Lessee shall pay, at its election, either of the following, as royalty: (i) for Gas sold or used off the Premises, **one-sixth (1/6th)** of the amount realized from Gas so sold or used (Lessor's interest in Gas shall bear its proportionate part of the cost of off-lease transportation incurred in marketing Gas so sold or used and taxes); (ii) for Gas sold at the well, **one-eighth (1/8th)** of the amount realized from such sale.

4. Where Gas from a well capable of producing Gas is not sold or used, Lessee shall pay or tender as royalty to Lessor at the address set forth above **One Dollar** per year per net mineral acre, 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. Failure to properly or timely pay or tender such shut in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

5. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid 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 the Premises for Lessee's operation thereon, except water from 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 the Premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on the Premises.

10. Lessee shall have the right at any time to remove all machinery and fixtures (including casing) Lessee has placed on the Premises.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or in part and liability for breach of any obligation hereunder shall rest exclusively upon the owner hereof who commits such breach. 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 the Premises 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 Premises and as to any one or more of the formations thereunder, 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 reworking 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 royalties on production from such unit only on the portion of such production allocated to this Lease. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the Premises 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 the Premises, 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. Any delay or interruption caused by storm, flood, act of God or other event of force majeure shall not be counted against Lessee. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from conducting operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding.

14. Lessor hereby warrants and agrees to defend the title to the Premises and agrees that Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the Premises, 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, insofar as said right of dower and homestead may in any way affect the purposes for which this Lease is made, as recited herein.



ADDENDUM A

Attached to and made a part of that certain Oil and Gas Lease dated July 24th, 2013, , by and between Edward Spadafora, as Lessor, and Gunnison Energy Corporation, as Lessee, covering lands in Gunnison County, Colorado.

Lessee shall take reasonable precautions to minimize adverse impact to Lessor's ranching operations on the leased premises. Lessee and Lessor shall enter into a mutually acceptable surface use agreement and to jointly agree on the initial well pad location prior to commencing construction regarding the well location, access roads, fences, pipelines or power lines, or installation of any production equipment, tank batteries or produced water equipment. Lessee shall pay Lessor for damages to Lessor's growing crops, grass, buildings, livestock, fences and other improvements and personal property caused by Lessee's operations.

Lessee will follow generally accepted industry practices designed to protect fresh water strata from contamination and protect the surface from exposure to produced water and other contaminants. The use of fresh water provided for under this lease is limited to use for drilling operations only, and shall specifically exclude use of such water for pressure maintenance or water flood purposes. Produced water may be used for any purpose allowed by applicable laws and regulations.

Within six months after the termination of the lease, Lessee shall restore any of the leased premises disturbed by Lessee to a condition as near to its original condition as practicable, and remove all machinery and fixtures placed by Lessee on said premises pursuant to this lease.

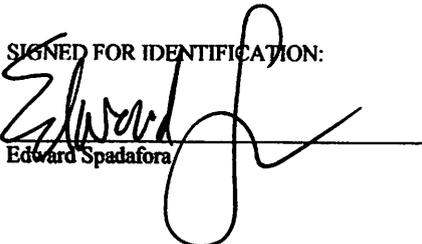
This lease shall not be extended solely by the shut-in gas well payment for a period in excess of three years beyond the end of the primary term of this lease or three years beyond the date of completion of any gas well, whichever is later, unless the well is shut in as a consequence of a rule or order of any governmental agency or court having jurisdiction over the well.

This lease shall not terminate so long as drilling or re-working operations are being continuously prosecuted if not more than ninety days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of another well.

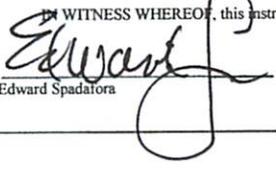
Gunnison Energy Corporation will be operator as long as Gunnison Energy Corporation has a working interest in the well(s) on the leased premises.

In the event of a conflict between the body of the lease and this Addendum A, Addendum A shall control.

SIGNED FOR IDENTIFICATION:


Edward Spadafora

15. Should any one or more the parties named as Lessor herein 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 of 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.

Edward Spadafora

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF COLORADO)
COUNTY OF Montrose) ss:

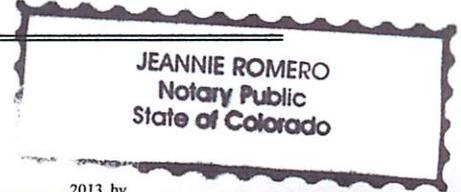
The foregoing instrument was acknowledged before me this 1st day of August, 2013, by

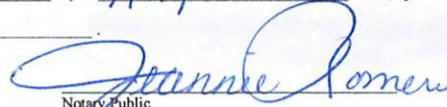
Edward Spadafora

WITNESS my hand and official seal.

My commission expires:

5-18-2017




Notary Public

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
COUNTY OF _____) ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

WITNESS my hand and official seal.

My commission expires:

Notary Public

ACKNOWLEDGMENT - CORPORATE

STATE OF _____)
COUNTY OF _____) ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

_____, as _____
of _____

WITNESS my hand and official seal.

My commission expires:

Notary Public

S Dominguez Gunnison County, CO
8/19/2013 11:33:39 AM
271

622197
Page 3 of 3
R 21.00 D 0.00



JEANNE ROMERO
Notary Public
State of Colorado

2008
MAY 15



MEMORANDUM OF SURFACE USE AND DAMGE AGREEMENT

Notice is hereby given that Randy Frank Spadafora and Edward Louis Spadafora has entered into a written SURFACE USE AND DAMAGE AGREEMENT (hereafter called "Agreement") dated the 16th of July 2013 that is now valid and subsisting with Gunnison Energy Corporation. Said Agreement is applicable to the below-described lands located in Gunnison Counties, Colorado, more particularly described as:

Township 11 South, Range 90 West, 6th P. M.
HES 73 in Sections 17 and 20

Containing 159.39 acres, more or less

Any party needing further information concerning the Agreement should contact:

Gunnison Energy Corporation
1801 Broadway, Suite 1200
Denver, CO 80202
Attn: Brett A. Murray, Land Manager

This notice is given this 15th day of August, 2013.

Gunnison Energy Corporation

Brett A. Murray, Land Manager

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

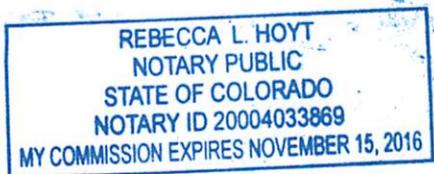
The foregoing instrument was acknowledged before me this 15th day of August, 2013, by Brett A. Murray as Land Manager of Gunnison Energy Corporation, a Delaware corporation.

Witness my hand and official seal.

My commission expires:

Rebecca Hoyt

11/15/2016



NOTARY PUBLIC STATE OF COLORADO

My Commission Expires November 18, 2018

REBECCA L. HOYT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 500403388

MY COMMISSION EXPIRES NOVEMBER 18, 2018

NOTARY PUBLIC STATE OF COLORADO

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