

MEMORANDUM GIVING NOTICE OF OIL AND GAS LEASE

State: Colorado

County: Washington

Lessor: Daisy Lane Farm LLC, a Colorado limited liability company
44500 County Road 13
Cope, CO 80812

Lessee: St. Croix Operating Inc.
P.O. Box 13799
Denver, CO 80201-3799

Effective Date: February 1, 2021

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and gas of whatsoever nature or kind, with rights of way and easements for laying pipelines, the erection of structures thereon to produce, save and take care of said products, all of the following described lands (the "Lands") in the county and state named above:

TOWNSHIP 3 SOUTH, RANGE 49 WEST, 6TH P.M.

Section 22: SE/4

TOWNSHIP 3 SOUTH, RANGE 49 WEST, 6TH P.M.

Section 27: NE/4

Containing 320.00 acres, more or less.

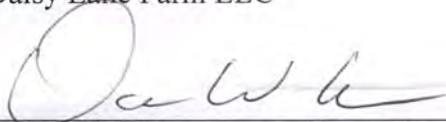
The Oil and Gas Lease (the "Lease") is for a primary term of five (5) years from the Effective Date stated above and is effective as long thereafter as oil, gas, or other minerals are produced in paying quantities from the Lands, or other lands pooled therewith, according to and by the terms and provisions of the Lease between Lessor and Lessee.

The Lease, with all of its terms, covenants, and other provisions, is referred to and incorporated into this Memorandum for all purposes. This Memorandum is placed of record for the purpose of giving notice of the Lease. The original Lease is maintained in the office of the Lessee.

This Memorandum is signed by Lessor and Lessee as of the date of acknowledgment of their signatures but is effective for all purposes as of the Effective Date stated above.

Lessor:


Daisy Lane Farm LLC



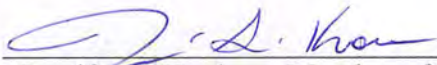
Dennis W. Koolstra, Manager of Daisy Lane Farm LLC, a Colorado limited liability company

Lessee:

St. Croix Operating Inc.



Paul B. Melnychenko, President



Jennifer S. Koolstra, Member of Daisy Lane Farm LLC, a Colorado limited liability company

STATE OF COLORADO)

COUNTY OF WASHINGTON)

ss.

The foregoing instrument was acknowledged before me this 19th day of February, 2021, by Dennis W. Koolstra, a/k/a Dennis Wilbert Koolstra, a/k/a Dennis Koolstra, Manager of Daisy Lane Farm LLC, a Colorado limited liability company, and Jennifer S. Koolstra, Member of Daisy Land Farm LLC, a Colorado limited liability company.

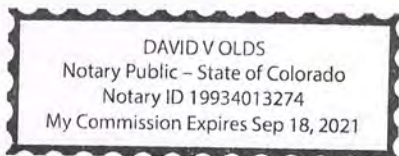
Witness my hand and seal.

My Commission Expires Sept 18, 2021



Notary Public

Address: 6615 W. Rowland Ave.
Littleton, CO 80128



STATE OF COLORADO)

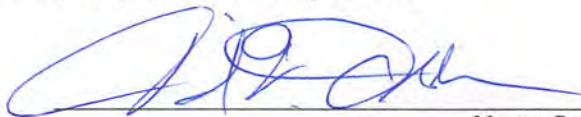
COUNTY OF DENVER)

ss.

The foregoing instrument was acknowledged before me this 18th day of February, 2021, by Paul B. Melnychenko, President of St. Croix Operating Inc., a Colorado corporation.

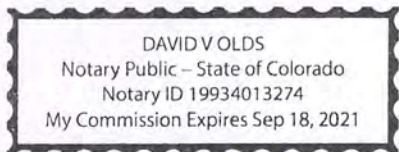
Witness my hand and seal.

My Commission Expires Sept. 18, 2021



Notary Public

Address: 6615 W. Rowland Ave.
Littleton, CO 80128



OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of February, 2021, by and between

Daisy Lane Farm LLC, a Colorado limited liability company

whose post office address is 44500 County Road 13, Cope, CO 80812, hereinafter called Lessor (whether one or more) and

St. Croix Operating Inc. whose address is P.O. Box 13799, Denver, CO 80201-3799, hereinafter called Lessee:

WITNESSETH, that the Lessor, for and in consideration of ~~-----~~ Ten and More ~~-----~~ DOLLARS (\$10.00 & More) 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 lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Washington, state of Colorado, described as follows:

TOWNSHIP 3 SOUTH, RANGE 49 WEST, 6TH P.M.

Section 22: SE/4

Section 27: NE/4

See Exhibit "A", attached hereto and made a part hereof for all purposes.

containing 320.00 acres, more or less. This lease covers all the land described above including all lands now or hereafter owned or claimed by Lessor, adjacent, contiguous or a part of the tract or tracts described above, whether such additional lands be owned or claimed by deed, limitation or otherwise, or are fenced or unfenced, or whether such lands are inside or outside of the description set forth above.

1. It is agreed that this lease shall remain in force for a term of Five (5) years 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 pipeline to which Lessee may connect wells on said land, the equal fifteen percent (15%) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, fifteen percent (15%) of the net proceeds derived from such sale, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, fifteen percent (15%) of such gas and casinghead gas, ~~Lessor's interest, in either case, to bear fifteen percent of the cost of compressing, dehydrating and otherwise treating such gas or casinghead gas to render it marketable or usable and fifteen percent of the cost of gathering and transporting such gas and casinghead gas from the mouth of the well to the point of sale or use.~~

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 fifteen percent (15%) 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 Five Dollars (\$5.00) 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 ninety (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 Lessor's wells and/or ponds.

7. ~~When requested by Lessor,~~ Lessee shall bury Lessee's pipelines below plow depth.

8. No well shall be drilled nearer than \geq 500 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 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 utilize 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 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 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. In the event a well or wells are drilled and completed on the lands, or on the lands pooled therewith, for the purpose of developing coalbed gas, the word "operations" shall mean, in addition to the matters covered in the preceding sentence, (1) operations of said wells to remove water or other substances from the coalbed, or to dispose of such water or other substances, even though such operations do not result in the production of hydrocarbons in paying quantities, or (2) shutting-in or otherwise discontinuing production from said wells to allow for surface or underground mining affecting the drillsite or wellbore.

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. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, regulatory approvals, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented or delayed. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, either express or implied, Lessor shall notify

Lessee in writing, setting out specifically in what respects Lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

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, and this lease shall cover and bind all interest of the Lessor which may be acquired subsequent to the date of this lease which Lessor may hereafter acquire by way of reversion or otherwise.

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

Daisy Lane Farm LLC

By: [Signature]
Dennis W. Koolstra, Manager

By: [Signature]
Jennifer S. Koolstra, Member

STATE OF COLORADO
COUNTY OF WASHINGTON

} ss.

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

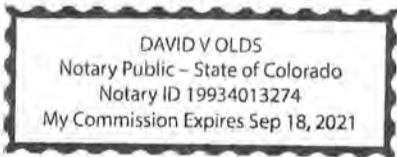
ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of February, 2021, personally appeared Dennis W. Koolstra, a/k/a Dennis Wilbert Koolstra, a/k/a Dennis Koolstra, Manager of Daisy Lane Farm LLC, a Colorado limited liability company, and Jennifer S. Koolstra, Member of Daisy Lane Farm LLC, a Colorado limited liability company, 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 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 Sept. 18, 2021

[Signature]
Notary Public



Address: 6615 W. Rowland Ave.
Littleton, CO 80128

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated February 1, 2021, by and between Daisy Lane Farm LLC, Lessor, and St. Croix Operating Inc., Lessee.

DESCRIPTION OF LEASED LANDS:

TOWNSHIP 3 SOUTH, RANGE 49 WEST, 6TH P.M.

Section 22: SE/4

Section 27: NE/4

In the event of conflict between the terms of this Exhibit and the Lease, the terms of this Exhibit shall control.

Additional Provisions:

Notwithstanding any other provisions hereof, at the end of the primary term of this Lease, each well then producing shall hold and maintain this lease in force and effect only as to that portion of the leased premises included in a valid drilling or spacing unit established or approved for such well by a governmental authority with regulatory jurisdiction. The area retained around each such oil or gas well shall be configured as nearly as practicable in a square centered around such well where the leasehold premises are located. At the end of the primary term any portion of the leased premises lands not included in a producing drilling or spacing unit shall terminate and revert to Lessor, free and clear of the terms of this Lease.

GRANT OF ACCESS In consideration of the payments to be made hereunder, the adequacy and receipt of which are hereby acknowledged, Lessor hereby grants to Lessee a nonexclusive license for access, occupancy and use of the leased premises (hereinafter "Property").

Lessee will pay to Lessor the consideration set forth below for Lessee's right of access, occupancy and use of the Property in pursuit of Lessee's oil and gas exploration, development and production activities on the Property, subject to the Oil and Gas Lease, including, but not limited to, the drilling, completing, operating, monitoring, maintaining, abandoning and reclaiming of its oil and gas wells and the constructing, installing, operating, widening, improving, repairing, replacing, removing and maintaining of any associated pipelines, flow lines, electrical lines, pits, roads and associated facilities constructed or used in connection therewith (collectively referred to herein as "Operations"), during the term of this Lease. Lessee's Operations under this Lease are limited to operations in connection with the Horseshoe #1 Well, or subsequent wells, and does not provide Lessee authority to use the Property for operations on other facilities. In addition, this Lease authorizes governmental regulatory personnel and inspectors to access the Property for inspection of Lessee's Operations.

The parties agree that the payments to be made by Lessee to Lessor shall fully compensate Lessor for loss of use of the Property, damage to growing crops or other agricultural or grazing uses, and any and all other damages which may be sustained by Lessor in connection with Lessee's Operations, except as otherwise specifically provided herein.

PAYMENTS Pads and Production Facilities. Lessee shall pay Lessor a one-time payment of \$5,000 for any drilling Pad location and Production Facilities. A Pad location covering up to two (2.0) acres in area (a "Pad") and two and one-half (2.5) acres in area for Production Facilities constructed on the Property. Said payment shall be tendered to Lessor not later than fourteen (14) days before commencing any dirt work or excavating.

In the event a Pad covers more than two (2.0) acres in area, Lessee shall pay Lessor an additional one-time payment of \$2,000 per acre, or fraction thereof, in excess of two (2.0) acres. If said well is completed as a producer, Production Facilities will be required, and in the event those Production Facilities cover more than two and one-half (2.5) acres, Lessee shall pay Lessor an additional one-time payment of \$2,000 per acre, or fraction thereof, in excess of two and one-half (2.5) acres.

All monies paid by Lessee as Compensation to Lessor under this provision are non-refundable. Furthermore, if Lessee desires to increase the size of the Operations Area by more than 10%, Lessee shall first obtain Lessor's written consent to such proposed increase in size of the Pad and/or Production Facilities, which consent may be withheld at the sole and absolute discretion of Lessor, and further subject to the parties reaching a mutually acceptable agreement on the actual location and specific terms of use, and compensation to be paid by Lessee to Lessor for the use of such Property necessary to so expand said Pad and/or Production Facilities.

Lessee shall use a closed-loop drilling system to avoid the use of drilling reserve pits in order to reduce surface disturbance, and to accelerate reclamation and restoration of the Property after Operations, and that all drilling fluids and cuttings shall be disposed offsite and off of the Property.

In the event that Lessee does not encounter commercial quantities of oil, gas, or other hydrocarbons at the well location or determines at any time that the location or well is a "dry hole," Lessee shall fill in, smooth over, and clean up the Pad and access thereto and shall restore and reseed the area (multiple times if necessary) with a seed mix reasonably approved by Lessor after replacing topsoil within the time and in the manner required by the applicable rules and regulations of the Colorado Oil and Gas Conservation Commission ("COGCC"). All cleanup and restoration activities shall be completed by Lessee as soon as practical.

In the event that the well drilled upon the Property is completed as a commercial producer of oil and/or gas, Lessee shall clean up the Pad and use only so much of the area as is reasonably necessary for its operations, and Lessee shall restore the well location to an area comprising approximately one-half (1/2) acre. Lessee shall reseed reclamation areas with a seed mix specified by Lessor and/or as required by COGCC, and Lessee shall keep the Pad and Production Facilities neat, orderly, and clean at all times. The parties agree that Lessee's right to use the Pad and Production Facilities shall be limited to conducting those activities permitted by the Lease and the Operations to include and not be limited to the installation, operation and maintenance of oil and gas flow lines, and related surface equipment, such as tank batteries, separators, and meters exclusively for the Horseshoe #1 Well, or subsequent wells. Lessee shall not construct any compressor station(s) on the Property unless Lessor has given its consent in a separate agreement, which consent may be withheld in the sole and absolute discretion of Lessor.

Major Operations conducted subsequent to the initial location, drilling and completion of the Horseshoe #1 Well, or subsequent wells (such as recompletion, deepening, and/or redrilling), except in the case of emergency, shall require ten (10) days prior notice to the Lessor.

ADDITIONAL SURFACE USE PROVISIONS With respect to the Operations, Lessee shall comply with the following provisions:

Access Roads. Whenever reasonably possible, Lessee agrees to use existing roads for access to Pad and/or Production Facilities related to Lessee's Operations and activities on the Property. Lessee shall have the right to use and improve existing roads, or portions thereof, on the Property, without making additional payments to Lessor. Construction and use of access roads are subject to the following provisions:

Lessee will reasonably maintain, in good repair and condition, any road it builds or uses for its Operations. Lessor shall retain the right to use the Property, including existing roads and those constructed by Lessee, however, Lessor's use shall not interfere with Lessee's Operations.

Access roads will not exceed twenty feet (20') in width; and

Pipelines. All pipelines, flow lines, and electric lines placed on the Property by Lessee shall be located immediately adjacent to and/or within the right of way of the access road.

Fencing. Upon the mutual agreement of the parties, each well site and production facility may be fenced both during drilling and production operations, or as required by the rules of the COGCC. Lessee and its employees, agents, and contractors shall leave all gates located on the Property as they found them; gates found closed are to be closed; gates found open are to be left open. Any cattle guards, gates, and/or fences installed by Lessee shall be kept clean and in good repair and will become the property of Lessor when Lessee ceases operatorship of its oil and gas lease covering that portion of the Property.

Reclamation. Upon termination of this Agreement, Lessee shall plug and abandon any wells it has drilled on the Property, remove all production equipment, restore lands to their original contour as nearly as practicable, and grade and reseed all well sites, production facility sites and roads constructed by Lessee under this Agreement, except for any roads or other improvements Lessor elects to retain, which shall be left in place and shall thereafter belong to and be the sole responsibility of Lessor. Pipelines and other buried lines shall be abandoned in place per applicable law. Lessee agrees that all lands shall be restored to the level necessary to qualify as Conservation Reserve Program land.

Property Damage. If by any reason of the Operations there is damage to personal property of the Lessor, including but not limited to irrigation wells, fences, culverts, bridges, pipelines, ditches, and/or irrigation systems, and for which Lessor has not previously received consideration pursuant to PAYMENTS paragraph above, Lessee will repair or replace such items after consultation with and to the reasonable satisfaction of Lessor.

Operations/Cleanliness. Lessee agrees that all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Property that are not necessary for Operations shall be removed from the Property no later than thirty (30) days after the initial location, drilling and completion of the Wells. No such items will be burned or buried on the Property. Additionally, the Operations Area shall be kept free and clear of all noxious weeds, unsightly growth and trash either during drilling operations or after completion and production.

Pivot Points. Lessee agrees that its Operations will at all times avoid and not interfere with any crop pivots located on the property.

Drill Cuttings. Lessee agrees that all drill cuttings, including solid cutting and/or liquid cuttings/grey mud, shall be disposed of offsite, and not on the Property.

SECURITY AND SAFETY Lessor agrees not to access or visit any of Lessee's well sites or other facilities, unless escorted by a representative of Lessee or after receiving written approval from the Lessee. Lessor acknowledges the dangers present at well sites and production facilities, and during drilling, completion and production operations.

Lessee agrees that its employees, contractors, agents and representatives shall confine their activities on the Land to Lessee's Operations. Lessee shall not permit the possession of alcohol or hunting by its employees, contractors, agents or representatives on the Land. Lessee shall keep the portion of the Land used for its Operations free of litter and debris.

INDEMNITY Lessee agrees to defend, indemnify and hold Lessor harmless and, if applicable, Lessor's employees or tenants, from and against any and all claims, suits, actions, administrative or legal proceedings, and related costs, including reasonable attorney's fees and court costs, which are asserted against Lessor by third parties because of damages to property, or bodily or personal injury which arise out of or result from the acts, omissions, fault or negligence of Lessee, its employees, contractors, agents or representatives.

CONSERVATION RESERVE PROGRAM PROVISIONS. In the event the Land covered by this Agreement is designated as CRP Land pursuant to the USDA Farm Service Agency at the time a well or wells are drilled on the Property, Lessee and Lessor agree as follows regarding protection of the Land's CRP designation:

In the event the test well is a dry hole and no production is achieved, Lessee, pursuant to the provisions of the PAYMENTS paragraph, above, will restore and reseed the surface with the native grasses and plants for the geographic area, sufficient to maintain the Land's CRP designation.

In the event Lessee achieves production, then it will provide Lessor notice of production and the total proposed acres to be covered by production facilities, and allow Lessor sufficient opportunity to notify the Farm Service Agency of the total acres affected by production facilities in order to obtain a buyout of that portion of the Lands under contract as CRP. Lessee agrees that it will not construct any permanent roads and/or production facilities until Lessor has received a buyout estimate from the Farm Service Agency, and said buyout estimate is paid.

Lessee agrees that, in the event it achieves production, it will pay for any lands covered by the buyout estimate as set forth in the paragraph above, prior to commencing construction of any permanent roadways or production facilities for the Horseshoe #1 Well, or subsequent wells.

DEFAULT In the event of a breach of the terms of this Lease, Lessee or Lessor, as the case may be, shall notify the other in writing of the specific breach or default, and provide a period of thirty (30) days for the defaulting party to remedy any claim or breach prior to any suit being instituted.

RECORDING This Lease shall not be placed of record without the prior written consent of both Lessor and Lessee. Lessor and Lessee agree to execute and record a memorandum of Lease. Upon termination of the Lease, or if no drilling for the Horseshoe #1 Well occurs within five (5) years of the date of the Lease, Lessee shall record with the Washington County Clerk and Recorder a release of said Lease.

TERMINATION The provisions herein shall continue in force and effect for so long as the Oil and Gas Lease or any ratification, renewal, amendment or replacement of the Oil and Gas Leases, remains in force and effect. However, it is agreed and understood that Lessee may access the Property after the termination of this Agreement should such access be necessary to comply with any order or regulation of a regulatory authority having jurisdiction over Lessee's Operations on the Property or to complete Lessee's reclamation obligations hereunder.

GOVERNING LAW AND VENUE This Lease shall be governed by, construed and enforced in accordance with the laws of Colorado. Venue shall be deemed to be exclusively in the state district court(s) of Washington County, Colorado.

ATTORNEY'S FEES AND COSTS The parties agree that the prevailing Party in any action resulting from a breach of this agreement will be entitled to recovery of its reasonable attorney's fees and costs incurred therein.

NOTICES Notice by either Party as required or contemplated under the Lease shall be promptly given, orally if possible (except as provided in the DEFAULT paragraph above), with subsequent written confirmation sent by United States mail, postage prepaid and addressed to either Party at the address as designated below; or to such other place as either Party may from time to time designate by notice in writing to the other:

Lessor:
Daisy Lane Farm LLC
44500 County Road 13
Cope, CO 80812
970-630-9032
daisylanedairy@skybeam.com

With copy to:
Marie & Wilbert Koolstra
2538 E. Hwy. 56
Berthoud, CO 80513
970-532-4006
daisylanedairy@skybeam.com

Lessee:
St. Croix Operating, Inc.
P.O. Box 13799
Denver, CO 80201
303-489-9298
paul@stcroixexp.com
stcroixexp@aol.com

With copy to:
Bold Resources, LLC
6615 W. Rowland Ave.
Littleton, CO 80128
303-797-8247
dvbolds@netzero.com

SUCCESSORS AND ASSIGNS The Lease and obligations contained herein shall inure to the benefit of the parties and their successors and assigns. Upon written assignment of the Lease by Lessee, Lessee's obligations with regard

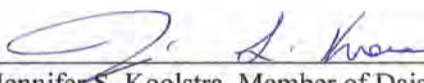
thereto shall pass to its assignee and Lessee shall be relieved of all further obligations and liability; provided, however, that any such assignment shall provide that the assignee shall be bound by the terms and conditions of the Lease including these Exhibit "A" provisions.

ENTIRE AGREEMENT This instrument contains the entire agreement between the Parties and may not be modified orally or in any other manner other than by agreement in writing signed by all Parties or their respective successors and assigns.

COUNTERPARTS This instrument may be executed by the Parties in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Electronically delivered signatures shall be considered binding and deemed to be original counterparts for all purposes.

Lessor: Daisy Lane Farm LLC

By: 
Dennis W. Koolstra, Manager of Daisy Lane Farm LLC,
a Colorado limited liability company

By: 
Jennifer S. Koolstra, Member of Daisy Lane Farm LLC,
a Colorado limited liability company