

FORM

38

Rev  
1/10**State of Colorado  
Oil and Gas Conservation Commission**

1120 Lincoln street, Suite 801, Denver, Colorado 80203 (303) 894-2100 Fax: (303) 894-2109

FOR OFFICIAL USE ONLY

**PAYMENT OF PROCEEDS HEARING REQUEST**

This form may be submitted only by a payee legally entitled to payment from proceeds derived from the sale of oil, gas, or associated products from a well in Colorado. The payee is to complete this form (one form per well), attach required documentation and mail to: COGCC, 1120 Lincoln Street, Suite 801, Denver, Colorado 80203 or fax to: (303) 894-2109. COGCC will investigate the report and determine what action, if any, should be taken.

**PAYEE INFORMATION**

NAME OF PAYEE:  PHONE NO:   
ADDRESS:  FAX:   
CITY:  STATE:  ZIP:  E-MAIL:   
PAYEE NUMBER:

**MINERAL INFORMATION**

WELL NAME:  COUNTY:   
QTR/QTR SEC: TOWNSHIP: RANGE:   
API NUMBER:

**NON-COMPLIANCE ISSUES NOT RESOLVED  
(PLEASE CHECK ALL THAT APPLY)**

Required checkstub detail not provided:	<input type="checkbox"/>
Late payment	<input type="checkbox"/>
Non payment	<input type="checkbox"/>
No interest paid on late payment	<input type="checkbox"/>
No response to Form 37 inquiry	<input type="checkbox"/>

All pertinent documentation must be attached. This includes: completed copy of operator contact Form 37, proof of mailing, response (if received from operator), redacted checkstub detail and any other documentation necessary.

FORM

38

Rev  
1/10**State of Colorado  
Oil and Gas Conservation Commission**

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**PAYEE INFORMATION**

NAME OF PAYEE:  PHONE NO:   
ADDRESS:  FAX:   
CITY:  STATE:  ZIP:  E-MAIL:   
PAYEE NUMBER:

**MINERAL INFORMATION**

WELL NAME:  COUNTY:   
QTR/QTR SEC: TOWNSHIP: RANGE:  
 API NUMBER:

**NON-COMPLIANCE ISSUES NOT RESOLVED  
(PLEASE CHECK ALL THAT APPLY)**

Required checkstub detail not provided: ☐  
Late payment ☐  
Non payment ☐  
No interest paid on late payment ☐  
No response to Form 37 inquiry ☐

All pertinent documentation must be attached. This includes: completed copy of operator contact Form 37, proof of mailing, response (if received from operator), redacted checkstub detail and any other documentation necessary.



July 24, 2017

VIA FEDEX Tracking # 7797 2141 2417

Attn: Murray Herring  
Top Operating Company  
3609 S. Wadsworth Blvd., Ste 340  
Lakewood, CO 80235

**RE: Runyan 1 & Runyan 3 Proceeds of Payment Request  
Weld County, Colorado**

Mr. Herring,

As an interested party in the E2-17-3N-68W, Incline Niobrara Partners, LP ("Incline") and our Lessors, are hereby requesting all of the pertinent information detailed in the Form 37 attached hereto for the Runyan 1 (API 05-123-10614) & Runyan 3 (API 05-123-36766) wellbores which are located in Section 17, Township 3 North, Range 68 West, in Weld County Colorado.

We are particularly interested in Top Operating Company providing Incline with not only the information already listed in the Form 37s but more specifically:

A) Any information as to how your company or its predecessor was able to drill the Runyan 1 or Runyan 3 without granting proper notification or election notices to our lessors who were unleased owners at the time the wells were drilled. I'm under the impression that this is the case, as there has never been any application filed nor order obtained through the COGCC in which you would have been granted the right to do so. Yet your own Division Order (attached hereto) for the Runyan 1 appears to indicate that you had unilaterally granted yourself the ability to treat Incline's lessor's predecessor-in-interest as being leased at 12.5% without a lease ever being filed, an address for the party, or a Order granting you such powers from the COGCC.

Obviously if for some reason I've overlooked the fact that Top Operating Company has conducted itself in good faith and properly force pooled our Lessors interest, but the wells have not yet paid out, then as the current working interest owner, Incline is asking to be provided with monthly net reconciliation statements as to the current status of the accounting of our interest which is stated more particularly in C.R.S. 34-60-116(8).

B) How production & the payments which might be owed to Incline or our Lessors, derive from and differ between the J-Sand, Niobrara and Codell formations in the wells in question.

We look forward to your timely response and production of the data in these matters, so more drastic measures do not need to be pursued.

Respectfully,

A handwritten signature in blue ink, appearing to read 'W. Francis', is written over a horizontal line.

William Francis  
Managing Partner  
Incline Niobrara Partners, LP  
5019 N. Central Expressway  
Dallas, TX 75205  
[William@inclineresources.com](mailto:William@inclineresources.com)  
(214) 274-3800



October 6, 2017

Dear Customer:

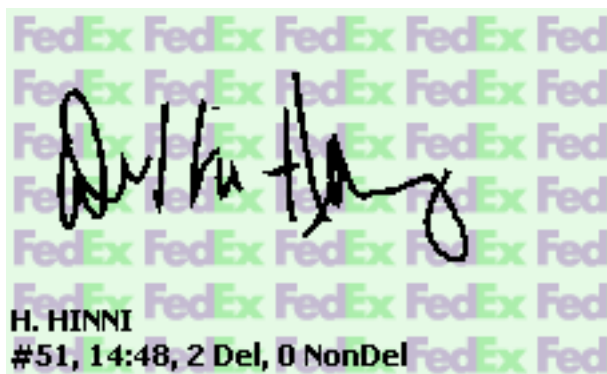
The following is the proof-of-delivery for tracking number **779721412417**.

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**Delivery Information:**

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<b>Status:</b>	Delivered	<b>Delivery location:</b>	3609 S WADSWORTH BLVD Denver, CO 80235
<b>Signed for by:</b>	HHINNI	<b>Delivery date:</b>	Jul 27, 2017 14:53
<b>Service type:</b>	FedEx Ground		
<b>Special Handling:</b>			



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**Shipping Information:**

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<b>Tracking number:</b>	779721412417	<b>Ship date:</b>	Jul 25, 2017
		<b>Weight:</b>	1.0 lbs/0.5 kg

**Recipient:**

Attn: Murray Herring  
Top Operating Company  
3609 S. Wadsworth Blvd, Ste. 340  
LAKEWOOD, CO 80235 US

**Shipper:**

Incline Niobrara Partners LP  
William Francis  
5019 N. Central Expy.  
Dallas, TX 75205 US

Thank you for choosing FedEx.



FORM  
37  
Rev  
01/10

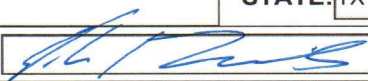
State of Colorado  
Oil and Gas Conservation Commission  
1120 Lincoln street, Suite 801, Denver, Colorado 80203 (303) 894-2100 Fax: (303) 894-2109

FOR OFFICIAL USE ONLY

PAYMENT OF PROCEEDS - SALES VOLUME RECONCILIATION  
PAYOR CONTACT FORM

This form may be submitted only by a payee legally entitled to payment from proceeds derived from the sale of oil, gas, or associated products from a well in Colorado. The payee is to complete this form (one form per well) and submit it to the payor issuing the payment. Operator addresses may be found at the COGCC website [cogcc.state.co.us](http://cogcc.state.co.us) at DATABASE under the category NAME, ADDRESS AND FINANCIAL ASSURANCE. This form must be submitted to the payor via certified mail. Using this form to request information will not replace the need for a financial audit.

PAYEE INFORMATION

NAME OF PAYEE:	Incline Niobrara Partners, LP	PHONE NO:	214-274-3800
ADDRESS:	5019 N. Central Expressway, Ste B	FAX:	
CITY:	Dallas	STATE:	TX
ZIP:	75205	E-MAIL:	info@inclineresources.com
SIGNATURE:		PAYEE NUMBER:	1591463-1

MINERAL INFORMATION

WELL NAME:	Runyan 1	COUNTY:	Weld County, CO
QTR/QTR	SEC:	TOWNSHIP:	RANGE:
SESE	17	3N	68W
API NUMBER:			05-123-10614

REQUEST FOR PAYMENT OF PROCEEDS INFORMATION

Payee should mark appropriate entries to show missing information required by CRS 34-60-118.5. (Payee should also attach a copy of the checkstub with all applicable non-compliance details noted.)

- The name, number, or a combination of name and number that identifies the lease, property, unit or well for which payment is being made. ☒
- The month and year during which the sale occurred. ☒
- The total quantity of product sold attributable to such payment, including the units of measurement. ☒
- The price received per unit of measurement. (Price per barrel in the case of oil and price per thousand cubic feet (MCF) or price per million British Thermal Units ("MMBTU") in the case of gas.) ☒
- The total amount of severance taxes and any other production taxes or levies applied to the sale. ☒
- The payee's interest in the sale, expressed as a decimal and calculated to at least the sixth decimal place. ☒
- The payee's share of the sale before any deductions or adjustments made by the payor or identified with the payment. ☒
- The payee's share of the sale after any deductions or adjustments made by the payor or identified with the payment. ☒
- An address and telephone number from which additional information may be obtained and questions answered. ☒

Additional Information Requested

[Note: This section asks for the additional information payee may request under 118.(2.5) as amended by HB 1180.]

Written explanation of deductions or adjustments over which payor has control or information, (whether or not identified with the payment), regarding:

See cover letter attached

Meter calibration testing records ☒

Production reporting records ☒

PAYMENT OF PROCEEDS - PAYOR RESPONSE

The payor, \_\_\_\_\_, responded to this request on \_\_\_\_\_ (date) as required by CRS 34-60-118.5(2.5). (The payor must respond within 60 days.) I/we could not provide information concerning \_\_\_\_\_ for the following reasons:

Name

Contact Phone Number



FORM  
37  
Rev  
01/10

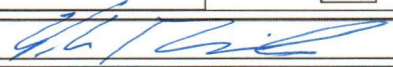
State of Colorado  
Oil and Gas Conservation Commission  
1120 Lincoln street, Suite 801, Denver, Colorado 80203 (303) 894-2100 Fax: (303) 894-2109

FOR OFFICIAL USE ONLY

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PAYEE INFORMATION

NAME OF PAYEE: Incline Niobrara Partners, LP			PHONE NO: 214-274-3800	
ADDRESS: 5019 N. Central Expressway, Ste B			FAX:	
CITY: Dallas	STATE: TX	ZIP: 75205	E-MAIL: info@inclineresources.com	
SIGNATURE: 			PAYEE NUMBER: 1591463-1	

MINERAL INFORMATION

WELL NAME: Runyan 3				COUNTY: Weld County, CO	
QTR/QTR	SEC:	TOWNSHIP:	RANGE:	API NUMBER: 05-123-36766	
SESE	17	3N	68W		

REQUEST FOR PAYMENT OF PROCEEDS INFORMATION

Payee should mark appropriate entries to show missing information required by CRS 34-60-118.5. (Payee should also attach a copy of the checkstub with all applicable non-compliance details noted.)

- The name, number, or a combination of name and number that identifies the lease, property, unit or well for which payment is being made. ☒
- The month and year during which the sale occurred. ☒
- The total quantity of product sold attributable to such payment, including the units of measurement. ☒
- The price received per unit of measurement. (Price per barrel in the case of oil and price per thousand cubic feet (MCF) or price per million British Thermal Units ("MMBTU") in the case of gas.) ☒
- The total amount of severance taxes and any other production taxes or levies applied to the sale. ☒
- The payee's interest in the sale, expressed as a decimal and calculated to at least the sixth decimal place. ☒
- The payee's share of the sale before any deductions or adjustments made by the payor or identified with the payment. ☒
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See cover letter attached

Meter calibration testing records ☒

Production reporting records ☒

PAYMENT OF PROCEEDS - PAYOR RESPONSE

The payor, \_\_\_\_\_, responded to this request on \_\_\_\_\_ (date) as required by CRS 34-60-118.5(2.5). (The payor must respond within 60 days.) I/we could not provide information concerning \_\_\_\_\_ for the following reasons:

Name

Contact Phone Number



3609 South Wadsworth Boulevard, Suite 340  
Lakewood, Colorado 80235

July 27, 2017

Mr William Francis  
Incline Niobrara Partners LP  
5019 N Central Expressway  
Dallas TX 75205


Certified #: 7011 3500 0002 3318 4912

Re: Runyan 1 & Runyan 3 Proceeds of Payment Request, Weld County, Colorado  
Stamp 31-2C Proceeds of Payment Request, Weld County, Colorado

Mr. Francis,

Thank you for your letters to TOP Operating Co. ("TOP") of July 24, 2017 regarding the captioned. In your letters, you claim to be an interest owner of minerals associated with the Runyan 1, Runyan 3 and Stamp 31-2C wells in Township 3 North, Range 68 West, 6<sup>th</sup> PM; Sections 17 and 31. Please furnish TOP with copies of oil and gas leases, mineral conveyances or like documents which will provide evidence of your ownership and the nature thereof. In addition, please provide all other documentation which establishes clear chain of title from the previous owners to Incline Niobrara Partners, LLP.

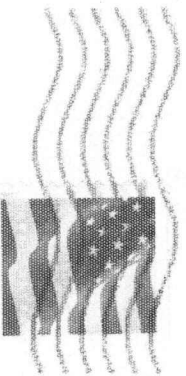
Sincerely,  
TOP Operating Co.



Rodney K. Herring,  
President

TOP OPERATING CO.  
3609 S WADSWORTH BLVD  
SUITE #340  
LAKEWOOD, CO 80235

DENVER CO 802  
09 AUG 2017 PM 8 L



75205-345173





August 15, 2017

VIA FEDEX Tracking # 7799 9218 1071

Attn: Rodney Herring  
Top Operating Company  
3609 S. Wadsworth Blvd., Ste 340  
Lakewood, CO 80235

**RE: Runyan 1 & Runyan 3 Proceeds of Payment Request  
Weld County, Colorado**

Mr. Herring,

Incline Niobrara Partners, LP ("Incline") received your letter yesterday, Monday August 14<sup>th</sup>, 2017, in a USPS stamped envelope post marked August 9, 2017, with the letter dated July 27, 2017, a copy of which are enclosed. Incline would like to note that the Certified (tracking) # you included on your letter does not exist on the USPS tracking system.

In response to the information requests in your letter, Incline and our Lessors listed on the attached Exhibit A claim to be an interested party in both the Runyan 1 & 3 wells as successors-in-interest of the estate of John Andrew Rush. While Top Operating have given us no indication of any curative requirements with the interests we or our lessors currently own, Incline has gone through the steps required to have the Weld County District Court grant a Determination of Heirship under Case No. 2017PR030398, a petition of which and the supplementary instruments with that petition which details the chain of title are attached.

Please keep in mind that along with payments of proceeds information, Incline and our Lessors are requesting any information as to how Top Operating Company and it's predecessors in interest accounted for and deemed John Rush's Land Owner Royalty of the Runyan No. 1 a DOI of 0.0083, as is stated in the Oil and Gas Division Order filed of record at the Weld County Clerk & Court under inst. 2210202

Feel free to call or email any time with any questions per our request for information regarding the payments of proceeds in question.

Respectfully,

William Francis  
Managing Partner  
Incline Niobrara Partners, LP  
5019 N. Central Expressway  
Dallas, TX 75205  
[William@inclineresources.com](mailto:William@inclineresources.com)  
(214) 274-3800



## EXHIBIT A

Attached to that letter from Incline Niobara Partners, LP to Top Operating Company dated August 15, 2017 is the list of the Heirs of John Andrew Rush, who are also interest parties in the Runyan 1 & Runyan 3 wellbores and are also requesting a full accounting as to the payments of proceeds in which they're entitled:

- 1) John Robert Renzelli  
C/O Kent Naughton  
Witwer, Oldenburg, Barry & Groom, LLP  
822 7th Street, Suite 760  
Greeley, CO 80631  
Telephone: 970-352-3161
- 2) Michael Francis Renzelli  
C/O Kent Naughton  
Witwer, Oldenburg, Barry & Groom, LLP  
822 7th Street, Suite 760  
Greeley, CO 80631  
Telephone: 970-352-3161
- 3) Beatrice Anne Renzelli Scott  
C/O Kent Naughton  
Witwer, Oldenburg, Barry & Groom, LLP  
822 7th Street, Suite 760  
Greeley, CO 80631  
Telephone: 970-352-3161
- 4) Julia Maria Renzelli Kemmerer  
C/O Kent Naughton  
Witwer, Oldenburg, Barry & Groom, LLP  
822 7th Street, Suite 760  
Greeley, CO 80631  
Telephone: 970-352-3161



October 6, 2017

Dear Customer:

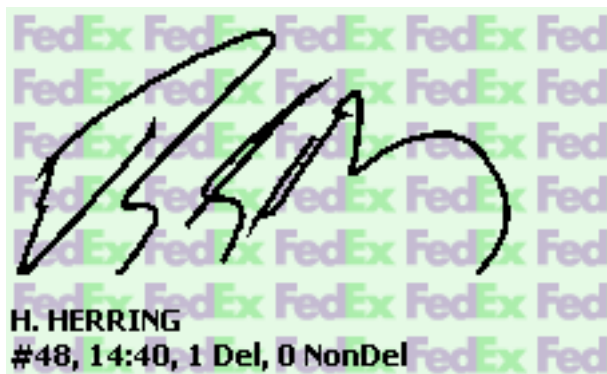
The following is the proof-of-delivery for tracking number **779992181071**.

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**Delivery Information:**

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<b>Status:</b>	Delivered	<b>Delivery location:</b>	3609 S WADSWORTH BLVD STE 340 Denver, CO 80235
<b>Signed for by:</b>	HHERRING	<b>Delivery date:</b>	Aug 18, 2017 14:42
<b>Service type:</b>	FedEx Ground		
<b>Special Handling:</b>			



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**Shipping Information:**

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<b>Tracking number:</b>	779992181071	<b>Ship date:</b>	Aug 16, 2017
		<b>Weight:</b>	1.0 lbs/0.5 kg

**Recipient:**

Attn: Rodney Herring  
Top Operating Company  
3609 S. Wadsworth Blvd, Ste. 340  
LAKEWOOD, CO 80235 US

**Shipper:**

Incline Niobrara Partners LP  
William Francis  
5019 N. Central Expy.  
Dallas, TX 75205 US

Thank you for choosing FedEx.

<input checked="" type="checkbox"/> District Court Weld County, Colorado Weld County Courthouse 901 9 <sup>th</sup> Avenue Greeley, CO 80631	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p><b>In the Matter of the Determination of Heirs or devisees or Both and of Interests in Property of:</b></p> <p><b>JOHN ANDREW RUSH</b></p> <p><b>Deceased</b></p>	
Attorney: Eugene S. Burk 12835 E. Arapahoe Rd., Tower II, Ste. 780 Centennial, CO 80112 Phone Number: 303-793-3133 E-mail: geneburk@yahoo.com FAX Number: 303-793-3177 Atty. Reg. #: 5197	Case Number:  Division
<p style="text-align: center;"><b>PETITION FOR THE DETERMINATION OF HEIRS OR DEVISEES OR BOTH, AND OF INTERESTS IN PROPERTY</b></p>	

The Petitioner is an interested person pursuant to §15-12-1301(1), C.R.S., and makes the following statements:

**1. A. Information about the Petitioner:**

Name: Incline Niobrara Partners, LP Relationship to Decedent Lessee of the interest described herein from the heirs of the Decedent John Andrew Rush

Street Address: 5019 N. Central Expressway, Suite B

City: Dallas State: TX Zip Code: 75205 Phone #: 214-274-3800

Email Address: info@inclineresources.com

**B. Information about the Decedent:**

The Decedent John Andrew Rush was born on October 30, 1892, and was 83 years old when he passed away intestate on May 23, 1976, domiciled in Ector County, Texas, where his estate was probated.

**2. The Petitioner has an interest in the property that is the subject of this Petition, which is described as:**

Mineral Interest (4/8ths of 8/8ths)

Township 3 North, Range 68 West, 6<sup>th</sup> P.M.

Section 17: Part of the E/2NE/4; All that portion of section seventeen (17) in township three (3) north, of range sixty-eight (68) west of the 6<sup>th</sup> P.M., situated north of the Highland Ditch and east of the Mead Lateral and one tract of land including to the approximate center lines of said ditches, described as follows: Beginning at the northeast corner of said section 17, thence south 1 33' east (Var. 14 30' E.) along the east line of said section 1419 feet, thence south 80 10' west along the Highland Ditch 1242 feet, thence along the Mead Lateral north 9 20' west 336 feet, thence north 2 5' west 480 feet, thence north 18 5' east 296 feet, thence north 8 30' east 544 feet, to the north line of said section 17, thence east

along said north line 1085 feet to the place of beginning, the same being a portion of the east half (E1/2) of the northeast quarter (NE1/4) of said section and containing 42.5 acres, more or less, together with one-half share of the capital stock of The Highland Ditch Company, twelve (12) shares of the capital stock of The Highland Lake Lateral Ditch Company, and all other ditch and water rights appertaining to said premises; subject to any existing rights of way for roads and ditches, any drain right reserved in connection with domestic water, and to any lien by reason of the inclusion of said premises in the Northern Colorado Water Conservancy District; reserving, however, to the grantor an undivided one-half (1/2) interest in and to all oil, gas and other minerals underlying said premises, together with right of ingress and egress to prospect for, mine, drill for and remove the same;

Weld County, Colorado  
(42.500 acres, more or less)  
(hereafter the "Property")

The Petitioner is a Lessee of the Property by Oil, Gas and Mineral Lease conveyance of an interest in the Property, with the other persons listed below as former owners by inheritance or devise as defined by §15-12-1301(2) C.R.S.

### **3. Heirship Background**

#### **A. John Andrew Rush**

(1) John Andrew Rush acquired the Property, in fee simple absolute, by virtue of Warranty Deed dated July 1, 1953, recorded at Reception No. 1158054 of the Weld County Clerk and Recorder's Office, between Harley S. Ritchey and Gertrude I. Ritchey, as Grantors, and John A. Rush, as Grantee, Exhibit A hereto.

(2) John Andrew Rush, as Grantor, conveyed all of his right, title and interest in the Property to Dale W. Wright and Eva P. Wright, as Grantees, by virtue of Warranty Deed dated March 16, 1954, recorded at Reception No. 1177153 of the Weld County Clerk and Recorder's Office, but "reserving, however, unto the Grantor an undivided one-half (1/2) interest in and to all oil, gas and other minerals underlying said premises, together with right of ingress and egress to prospect for, mine, drill for and remove the same", Exhibit B hereto.

(3) John Andrew Rush was married to Louise C. Rush, who predeceased John Andrew Rush on December 4, 1964, domiciled in Tarrant County, Texas. There were no children from this marriage.

(4) John Andrew Rush died May 23, 1976, in Tarrant County, Texas. He was survived by his two sisters, Helen Bradley and Elizabeth Caffrey. Both Helen Bradley and Elizabeth Caffrey are listed as the sole surviving heirs of the Decedent's Estate in a Final Affidavit by Independent Administrator Closing of the Estate of John Andrew Rush, Deceased, which was filed in the Ector County Court at Law, Ector County, Texas; Exhibit C hereto. This resulted in the following ownership:

i. Helen Bradley	(10.625 net mineral acres)
ii. Elizabeth Caffrey	(10.625 net mineral acres)

TOTAL: 21.25 net mineral acres

#### **B. Helen Bradley**

Helen Bradley was born on June 21, 1903 and passed away testate on August 31, 1985, in Harrison County, West Virginia. Helen Bradley's Last Will and Testament dated February 2, 1983, states, "I give, devise and bequeath all the rest, residue and remainder of my estate, consisting of

both real and personal property to my sister, Elizabeth Caffrey," Exhibit D hereto; which resulted in the following ownership.

i. Elizabeth Caffrey

(21.25 net mineral acres)

**C. Elizabeth Caffrey**

Elizabeth Caffrey was born on November 16, 1894, and passed away testate on September 15, 1985, in Harrison County, West Virginia. Elizabeth Caffrey's Last Will and Testament dated February 28, 1983, states, "I give, devise and bequeath all the rest, residue and remainder of my estate, consisting of both real and personal property to my sister, Helen Bradley. In the event that my sister, Helen Bradley shall predecease me, I give, devise and bequeath all the rest, residue and remainder of my estate, consisting of both real and personal property, to my niece, Rita Renzelli," Exhibit E hereto, which resulted in the following ownership.

i. Rita Renzelli

(21.25 net mineral acres)

**D. Rita Renzelli**

Rita Renzelli aka Helen Rita Whelan Renzelli was born on December 1, 1925 and passed away testate on May 29, 2010 in Harrison County, West Virginia. Rita Renzelli's Last Will and Testament dated February 4, 2004, states in part, "Residuary Estate: I give, devise and bequeath all the rest, residue and remainder of my estate, consisting of both real and personal property, to which I shall be entitled to dispose of at my death to my children John Robert Renzelli, Michael Francis Renzelli, Beatrice Anne Scott, and Julia M. Kemmerer," Exhibit F hereto, which resulted in the following ownership:

i. John Robert Renzelli

(5.3125 net mineral acres)

ii. Michael Francis Renzelli

(5.3125 net mineral acres)

iii. Beatrice Ann Renzelli Scott

(5.3125 net mineral acres)

iv. Julia Marie Renzelli Kemmerer

(5.3125 net mineral acres)

4. Petitioner has leased the mineral interest of John Robert Renzelli pursuant to a Paid-Up Oil and Gas Lease at Reception No. 4311990 of the Weld County Clerk and Recorder's Office, Exhibit G hereto.

5. Petitioner has leased the mineral interest of Michael Francis Renzelli pursuant to a Paid-Up Oil and Gas Lease at Reception No. 4311991 of the Weld County Clerk and Recorder's Office, Exhibit H hereto.

6. Petitioner has leased the mineral interest of Beatrice Ann Renzelli Scott pursuant to a Paid-Up Oil and Gas Lease at Reception No. 4311992 of the Weld County Clerk and Recorder's Office, Exhibit I hereto.

7. Petitioner has leased the mineral interest of Julia Marie Renzelli Kemmerer pursuant to a Paid-Up Oil and Gas Lease at Reception No. 4311993 of the Weld County Clerk and Recorder's Office, Exhibit J hereto.

8. One year or more has passed since the date of the Decedent's death.

9. This Petition concerns the descent or succession of the Decedent's interest in the Property described as:

Description of Property	Location of Property	Decedent's Interest
Mineral Interest	Township 3 North, Range 68 West, 6th P.M. Section 17: Part of the E/2NE/4 Further described at Reception No. 1177153 (42.500 acres, more or less)  Weld County, Colorado	4/8ths of 8/8ths (50.00%)



**10. List of Heirs of Decedent John Andrew Rush and individual interest by Decedents' heirs**

Name	Percentage ownership	Relationship to Decedents or their heirs
Helen Bradley, deceased	1/2 of 4/8 of 8/8 (10.625 nma)	Sister and Heir to John Andrew Rush, deceased
Elizabeth Caffrey, deceased	4/8 of 8/8 (21.25 nma)	Sister and Heir to John Andrew Rush, deceased Sister and Heir to Helen Bradley, deceased
Rita Renzelli, deceased	4/8 of 8/8 (21.25 nma)	Heir to Elizabeth Caffrey, deceased
John Robert Renzelli 842 Brier View Drive Bridgeport, WV 26330	1/4 of 4/8 of 8/8 (5.3125 nma)	Son and Heir to Rita Renzelli, deceased
Michael Francis Renzelli 8 Conifer Drive Bridgeport, WV 26330	1/4 of 4/8 of 8/8 (5.3125 nma)	Son and Heir to Rita Renzelli, deceased
Beatrice Ann Renzelli 602 Hickory Lane Bridgeport, WV 26330	1/4 of 4/8 of 8/8 (5.3125 nma)	Daughter and Heir to Rita Renzelli, deceased
Julia Marie Renzelli Kemmerer 130 Driftwood Road Bridgeport, WV 26330	1/4 of 4/8 of 8/8 (5.3125 nma)	Daughter and Heir to Rita Renzelli, deceased
Incline Niobrara Partners, LP	4/8 of 8/8 (21.25 nma)	Lessee of John Robert Renzelli Lessee of Michael Francis Renzelli Lessee of Beatrice Ann Renzelli Lessee of Julia Marie Renzelli Kemmerer

Wherefore, the Petitioner requests that after public notice, delivery by mail of a copy of this Petition to all living heirs and any required hearing, the Court enter a Findings of Fact and Decree of Determination of Heirship as follows:

- a) that venue and jurisdiction are proper in this Court
- b) that the Petitioner has standing to bring this action as the legal owner of a Leasehold interest in the Property in the percentage set forth next to its name and is the rightful lessee and transferee of the Decedent's interest by way of inheritance by the prior owners and transfer or assignment of a Leasehold interest to the Petitioner
- c) that the Property which is the subject of this action is described as:

Mineral Interest

Township 3 North, Range 68 West, 6<sup>th</sup> P.M.  
Section 17: Part of the E/2NE/4 further described at Reception No. 1177153  
Weld County, Colorado, and in Paragraph 2 of this Petition

- d) that the Petitioner has complied with the requirements of C.R.S. §15-12-1301 et seq.
- e) that each former heir may request of the Court a Decree as to their prior separate interest
- f) for such other and further relief as to the Court may seem proper

**VERIFICATION AND ACKNOWLEDGMENT**

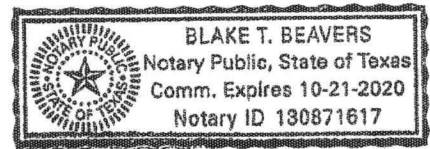
I, William Francis, the Managing Partner of Incline Niobrara Partners, LP, verify that the facts set forth in this Petition are true and correct to the best of my knowledge and belief. I understand that penalties for perjury follow deliberate falsification of the facts stated herein. (§15-10-310, C.R.S.)

[Signature] 7/6/2017  
Petitioner Date

The foregoing instrument was acknowledged before me in the County of Dallas State of Texas, this 6th day of July, 2017, by the Petitioner.

My Commission Expires: 10-21-2020

[Signature]  
Notary Public



Eugene S. Burk, Attorney for Petitioner                       
Date

Ritchey to John Rush WD (1158054).pdf

John Rush to Dale & Eva Wright - 50% Reservation (1177153).pdf

John A. Rush Obituary (Odessa, TX).pdf

John A. Rush Estate Docs.pdf

Harrison County Estate Docs.pdf

John Renzelli Recorded OGL.pdf

Michael Renzelli Recorded OGL.pdf

Beatrice Scott Recorded OGL.pdf

Julia Kemmerer Recorded OGL.pdf

John A. Rush AOH (Beatrice Scott).pdf

Rev 1540

Know all Men by these Presents, That ~~xx~~ We,

HARLEY S. RITCHEY and GERTRUDE I. RITCHEY,  
of the County of Weld and State of Colorado for the  
consideration of ONE HUNDRED DOLLARS and other consideration,  
in hand paid, hereby sell and convey to JOHN A. RUSH,  
of the County of Weld and the State of Colorado, the  
following real property situate in the County of Weld and State of Colorado, to-wit:

All that portion of section seventeen (17), in township three (3) north, of range sixty-eight (68) west of the 6th P. M., situated north of the Highland Ditch and east of the Mead Lateral and one tract of land including to the approximate center lines of said ditches, described as follows: Beginning at the north-east corner of said section 17, thence south 1° 33' east (Var. 14° 30' E.) along the east line of said section 1419 feet, thence south 80° 10' west along the Highland Ditch 1242 feet, thence along the Mead Lateral north 9° 20' west 336 feet, thence north 2° 51' west 480 feet, thence north 18° 51' east 296 feet, thence north 8° 30' east 544 feet, to the north line of said section 17, thence east along said north line 1085 feet to the place of beginning, the same being a portion of the east half (E. 1/2) of the northeast quarter (N.E. 1/4) of said section and containing 42.5 acres, more or less, together with one-half share of the capital stock of The Highland Ditch Company, twelve (12) shares of the capital stock of The Highland Lake Lateral Ditch Company and all other ditch and water rights appertaining to said premises, subject to any existing rights of way for roads and ditches; subject to any drain right reserved in connection with domestic water;



with all its appurtenances and warrant the title to the same, subject to any lien of the Northern Colorado Water Conservancy District, and the 1953 taxes which, by reason of adjustment, the grantee assumes.

Signed and delivered this 1st day of July, A. D. 1953.  
IN THE PRESENCE OF

*Gertrude I. Ritchey*

STATE OF COLORADO,  
County of Boulder, ss.

The foregoing instrument was acknowledged before me this 1st day of July, 1953,  
by\* HARLEY S. RITCHEY and GERTRUDE I. RITCHEY.  
Witness my hand and official seal.  
My commission expires April 29th, 1954.



*Laurel J. Anderson*  
NOTARY PUBLIC.

\*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

BOOK 1385 PAGE 38

Know all Men by these Presents, That I,

JOHN A. RUSH,

of the County of Weld and State of Colorado for the consideration of ONE HUNDRED DOLLARS, and other consideration,

in hand paid, hereby sell and convey to DALE W. WRIGHT and EVA P. WRIGHT,

of the County of Weld and the State of Colorado, the following real property situate in the County of Weld and State of Colorado, to-wit:

All that portion of section seventeen (17), in township three (3) north, of range sixty-eight (68) west of the 6th P. M., situated north of the Highland Ditch and east of the Mead Lateral and one tract of land including to the approximate center lines of said ditches, described as follows: Beginning at the northeast corner of said section 17, thence south 1° 33' east (Var. 14° 30' E.) along the east line of said section 1419 feet, thence south 80° 10' west along the Highland Ditch 1242 feet, thence along the Mead Lateral north 9° 20' west 336 feet, thence north 2° 5' west 480 feet, thence north 18° 5' east 296 feet, thence north 8° 30' east 544 feet, to the north line of said section 17, thence east along said north line 1085 feet to the place of beginning, the same being a portion of the east half (E½) of the northeast quarter (NE¼) of said section and containing 42.5 acres, more or less, together with one-half share of the capital stock of The Highland Ditch Company, twelve (12) shares of the capital stock of The Highlandlake Lateral Ditch Company, and all other ditch and water rights appertaining to said premises; subject to any existing rights of way for roads and ditches, any drain right reserved in connection with domestic water, and to any lien by reason of the inclusion of said premises in the Northern Colorado Water Conservancy District; reserving, however, to the grantor an undivided one-half (1/2) interest in and to all oil, gas and other minerals underlying said premises, together with right of ingress and egress to prospect for, mine, drill for and remove the same;



with all its appurtenances and warrant the title to the same.

The premises herein described are hereby expressly declared to pass, not in tenancy in common, but in joint tenancy.

Signed and delivered this 16th day of March, A. D. 19 54.  
IN THE PRESENCE OF

John A. Rush

STATE OF COLORADO,

County of Boulder,

ss.

The foregoing instrument was acknowledged before me this 16th day of March, 19 54,

by\* JOHN A. RUSH.

Witness my hand and official seal.

My commission expires April 29th, 1954.

Lawrence B. Flanders  
NOTARY PUBLIC.

\*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.



1A THE ODESSA AMERICAN Monday, May 24, 1976

## Continued From Page One

### ... Demo Delegates

chosen for vice president Humphrey, who has declared he is not an active candidate but would accept a draft, was the second choice of 40 per cent of those with such a preference.

Humphrey was the vice presidential choice of about a quarter of the delegates interviewed, with most of that support coming from Carter delegates.

The continuing AP survey seeks to reach all 2,000 delegates to the Democratic convention. Although primary results have determined how voters will vote, delegates will have to vote only about half of the actual convention delegates have been selected.

Of the delegates already selected, 41

per cent had Carter in their first choice, slightly more than the 36.1 per cent of all Democratic voters were pledged to the former Georgia governor.

Full and Jackson tend to be slightly under-represented in this first group of delegates, while Wallace and former Oklahoma Sen. Fred Harris are slightly over-represented in proportion to their present total delegate strength.

### ... Solon Denies

was paid, Thompson added.

If the subsequent version that Hays had written on the payroll was not working, a formal complaint should be made to the House Ethics Committee or other "appropriate" committee, said Rep. James L. Davis of Ohio, senior Republican on the subcommittee.

Frank Weinberger, vice president of Commerce Case, a specialty citizens' lobby, said: "The House ought to investigate the matter to clear the air."

An chairman of the Administration Committee, Hays exercises enormous

power over House members controlling the allocation of offices, staffing, travel, per diem, parking and police. Last year Hays survived an attempt to replace him as committee chairman with Thompson.

Hays was married five weeks ago to his longtime Ohio office secretary, Pat Peak, following a divorce from his first wife.

"I and my family are deeply disturbed at the report" of Miss Ray's allegations, Hays said in a statement Sunday. "My brother five weeks ago is also disturbed."

He called Miss Ray "a very nice woman" and added: "I'm sure I felt sorry for her."

Hays added that Miss Ray had been seeing a psychiatrist and "I have spoken with him about Miss Ray."

Miss Ray acknowledged in an interview with CBS News that she was a psychiatrist.

"However, a lot of people do," she said. "I think due to the situation I have been in for the past two years, I think almost anyone would have seen a psychiatrist."

In his interview with CBS, Hays dined over having dinner with Miss Ray, saying: "Not to my recollection."

The Washington Post, which first published Miss Ray's statements, said two of its reporters were present when Hays dined with Miss Ray in a suburban Virginia restaurant last Monday night. Hays said today the Post had "ought to run my congressional career for sometime" and called the newspaper "irresponsible."

Miss Ray's mother, Mrs. Norman

Roberts of Marshall, N.C., said the "was shocked" by the report of her daughter's allegations.

She described her daughter as a conscientious in the 1960s Miss Asheville pageant, and a former business school student.

### ... Concorde Beats

the French St. British Airways said that its 74 passengers paid full fare. Air France said 70 of its 80 passengers paid full fare.

The Concorde has a capacity of 100 passengers, but both airlines said they are reducing loads for the first five flights to determine how many persons can be carried safely while the planes maintain adequate fuel reserves.

Neither airline said it could tell exactly how many passengers paying full fare are seated on each flight to make a profit, but British Airways estimated it would need 55 or 60 to break even.

A crowd, estimated conservatively at between 1,800 and 2,000 persons, started gathering there two hours before the arrival. Many in the crowd had binoculars

and cameras. They ate hot dogs and hamburgers sold by vendors, who did a brisk business.

Inside the airport, dignitaries dined on lobster at a buffet provided by the two airlines.

Among the British passengers was Kitching, the driver John Tremble, who applied 12 years ago for a ticket to take a 3,000-mile break from his industrial night shift routine.

American businessman Wayne Korte, another passenger on British Airways' pioneer flight, said before boarding he had just signed a \$44,000 contract in Britain.

"The marvel is," he said, "that I will be in Washington in time to sign another major contract there."

Boarding the French plane, Alfred Hulse of Milwaukee, Wis., said: "It's the adventure. I've acquired to fly this plane ever since it was on the drawing boards."

Al Plunk of McKeesport, Pa., said: "I'm excited about it but I don't know what to feel. It's a feeling of being part of history. I guess."

Plunk and his friend Bill Spence of Pittsburgh, Pa., flew to Paris especially for the flight and paid for it out of their own pockets. Spence, a businessman who frequently travels, said "I feel it's a better way for me I will use the Concorde, any advancement in aviation is a big factor for me."

The 1458-mile crossing from London was scheduled to take 3 hours and 50 minutes.

### Four Facing Theft Charges

### Local Rites Set Tuesday

Services for John Andrew Taylor, 40, of 4323 Exchange Drive, who died at 8:30 p.m. Sunday at Highway 90 City Hospital, will be at 10 a.m. Tuesday at St. Mary's Catholic Church, with graveside services and burial at Mt. Olivet Cemetery in Fort Worth.

Local services will be at 10 a.m. Tuesday at St. Mary's Catholic Church, with graveside services and burial at Mt. Olivet Cemetery in Fort Worth.

Rush was a retired tool

dealer with an oil well drilling company.

He was born Feb. 10, 1908, in

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NO. 6706-A

IN RE: THE ESTATE OF	X	IN THE COUNTY COURT
JOHN ANDREW RUSH,	X	AT LAW OF
DECEASED	X	ECTOR COUNTY, TEXAS

FINAL AFFIDAVIT BY INDEPENDENT ADMINISTRATOR  
CLOSING THE ESTATE OF JOHN ANDREW RUSH, DECEASED

TO THE HONORABLE JUDGE OF SAID COURT:

Comes now, JAMES B. RUSH, Administrator of the Estate of JOHN ANDREW RUSH, Deceased, respectfully submits this his Final Affidavit by Independent Administrator Closing the Estate of JOHN ANDREW RUSH, Deceased, and would respectfully show the Court:

I.

The property belonging to said estate which has come into the hands of the Administrator is fully set out in the Inventory and Appraisement heretofore filed herein, reference to which is here made.

II.

There are no debts or expenses of any kind still owing by the estate.

III.

None of the property of the estate now remains on hand, all of said property remaining after the payment of expenses of administration and claims against the estate having been delivered to the persons entitled to receive the same, as hereinafter set out.

IV.

No inheritance tax is due to the State of Texas, as is shown by the instrument, in writing, approved by the State Comptroller of Public Accounts which is filed herewith.

V.

The persons entitled to receive such estate, and to whom the property remaining after the payment of the expenses of administration and claims against the estate was delivered, their relationship to the decedent, their residences, and their ages as follows:

Mrs. Helen Bradley  
189 1/2 East Pike  
Clarksburg, W. Va.  
Age: 73  
Relationship: Sister

Mrs. Elizabeth Caffrey  
189 1/2 East Pike  
Clarksburg, W. Va.  
Age: 82  
Relationship: Sister

VI.

No advancements or payments were made to any of the above named heirs at law of the decedent prior to the final distribution of the remaining property of the estate.

VII.

Said estate has been fully administered in accordance with law and the orders of the Court.

WHEREFORE, your Administrator prays that citation be issued and served upon all persons interested in the estate as required by law; that upon hearing hereof this Affidavit Closing the Estate be in all things approved; and that the Court enter an order discharging him from his trust as Administrator and declaring said estate closed.

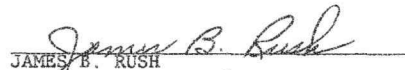
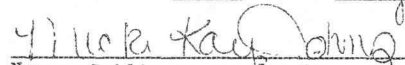
Respectfully submitted,

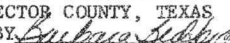
  
R. C. "Eric" Egesen

Attorney for Administrator

I, JAMES B. RUSH, Administrator of the Estate of JOHN ANDREW RUSH, Deceased, do hereby state, on oath, that the facts set out in the foregoing Affidavit Closing said Estate are true and correct.



  
JAMES B. RUSH  
SUBSCRIBED AND SWORN TO BEFORE ME this 28<sup>th</sup> day of August,  
  
Notary Public in and for Ector County, Tx.

ENDORSED: NO. 6706-A  
FINAL AFFIDAVIT BY INDEPENDENT  
ADMINISTRATOR, CLOSING ESTATE  
FILED: AUGUST 8, 1977  
LUCILLE WOLZ, CLERK  
COUNTY COURT AT LAW  
ECTOR COUNTY, TEXAS  
BY  DEPUTY

100/639/40

LAST WILL AND TESTAMENT

107 1937

I, HELEN BRADLEY, of 990 South Main Street, Meadville, Crawford County, Pennsylvania, being of sound and disposing mind, memory, and understanding, do hereby make, publish, and declare this my Last Will and Testament, hereby revoking and making void any and all former wills made by me at any time heretofore.

FIRST

I direct my Executrix to pay my legal debts, expenses of my last illness, my funeral expenses, and all inheritance and estate taxes.

SECOND

I direct that I be buried in Macphela Cemetery located in Weston, West Virginia, beside the grave of my late husband, Faber J. Bradley.

THIRD

I give, devise and bequeath the following items as specified below:

- a. \$1,000.00 to the Columban Fathers of St. Columbans, Nebraska, for masses for myself and my late husband, Faber J. Bradley.
- b. \$1,000.00 to the Holy Ghost Fathers of Wheaton, Maryland, for masses for the deceased members of the John Rush family.
- c. \$1,000.00 to the Marianist Mission of Dayton, Ohio, for masses for the deceased members of the Thomas P. Bradley family.
- d. To my niece, Rita Renzelli, of Anmoore, West Virginia the sum of \$2,000.00 and a diamond ring.

BOOK 107 272

e. To my niece, Margaret Gay, of 77 Woodland Avenue, Coatesville, Pennsylvania, the sum of \$500.00 and a diamond ring.

f. TO my sister-in-law, Nellie Rush, of 5800 N. Colder Street, Odessa, Texas the sum of \$1,000.00.

FOURTH

I give, devise and bequeath all the rest, residue and remainder of my estate, consisting of both real and personal property to my sister Elizabeth Caffrey of 990 South Main Street, Meadville, Pennsylvania.

FIFTH

In the event that my sister Elizabeth Caffrey shall predecease me, the bequest of paragraph four shall become null and void and in lieu thereof I give, devise and bequeath all the rest, residue and remainder of my estate, consisting of both real and personal property, to my niece, Rita Renzelli of Ammore, West Virginia.

SIXTH

I appoint my niece, Rita Renzelli of Ammore, West Virginia to be the Executrix of this will.

SEVENTH

No bond or other security shall be required of the Executrix appointed by this will.

EIGHTH

In addition to the powers conferred by law, my Executrix shall have the following discretionary powers:



101 1015

107 PAGE 273

- A. To retain as part of my estate any property received hereunder, without any duty of diversification.
- B. To invest and reinvest the principal of my estate in such stocks, bonds, mortgages, securities or other property, real or personal, without being limited to the classes of securities or investments in which fiduciaries are by law authorized to invest funds.
- C. To sell, exchange, lease, encumber, option or otherwise dispose of all or any portion of my estate, real or personal, in such manner and upon such terms and conditions as shall be deemed advisable, and to make, execute and deliver deeds, mortgages, leases, assignments and other documents necessary to effectuate any powers herein granted and which shall specifically include the authority to grant leases extending beyond the period authorized by law.
- D. To make distribution of my estate to any person entitled thereto in kind, in cash, or partly in kind and partly in cash as deemed advisable. To this end, allocation of assets in kind shall be in the sole discretion of my Executrix without regard to the income tax basis of specific property allocated to any beneficiary and such allocation shall be final and binding upon all persons whomsoever and shall be a full acquittance and discharge to my Executrix and my Executrix shall not be liable to any person whomsoever by reason of the exercise of such discretionary power. Assets distributed in kind in satisfaction of any pecuniary distribution under the terms of this Will shall be distributed at their values on the date or dates of distribution.

BOOK 107 274

E. To procure and carry at the expense of my estate insurance of the kinds, forms, and amounts deemed advisable by my Executrix to protect my estate and my Executrix against any hazard.

IN WITNESS WHEREOF, I, HELEN BRADLEY, hereby set my hand to this my Last Will and Testament on this 2nd day of February, 1983, at Meadville, Crawford County, Pennsylvania.

Helen R. Bradley  
Helen R. Bradley

ACKNOWLEDGMENT

Commonwealth of Pennsylvania  
County of Crawford

I, Helen R. Bradley, testatrix, whose name is signed to the attached or foregoing instrument, having been duly qualified according to law, do hereby acknowledge that I signed and executed the instrument as my Last Will; that I signed it willingly; and that I signed it as my free and voluntary act for the purposes therein expressed.

Sworn or affirmed to and acknowledged before me, by Helen Bradley, the testatrix, this 2nd day of February, 1983.

Daphna Zinaldi  
A Notary Public for  
Above County and Commonwealth

DAPHNA ZINALDI, NOTARY PUBLIC  
MEADVILLE, CRAWFORD COUNTY  
MY COMMISSION EXPIRES SEPT. 16, 1985  
Member, Pennsylvania Association of Notaries

AFFIDAVIT

BOOK 107 PAGE 275

Commonwealth of Pennsylvania  
County of Crawford

We, Harry Faber White II and Julie A. Stanton, the witnesses whose names are signed to the attached or foregoing instrument, being duly qualified according to law, do depose and say that we were present and saw testatrix sign and execute the instrument as her Last Will; that she signed willingly and that she executed it as her free and voluntary act for the purposes therein expressed; that each of us in the hearing and sight of the testatrix signed the will as witnesses; and that to the best of our knowledge the testatrix was at the time 18 or more years of age, of sound mind and under no constraint or undue influence.

Sworn or affirmed to and subscribed to before me Harry Faber White II and Julie A. Stanton, witnesses, this 2nd day of February, 1983.

*Harry Faber White II*  
Harry Faber White II  
*Julie A. Stanton*  
Julie A. Stanton  
*[Signature]*  
A Notary Public for  
Above County and Commonwealth of  
BEREA, OHIO  
MERCERVILLE, OHIO  
MY COMMISSION EXPIRES SEPT. 16, 1985  
Member, Pennsylvania Association of Notaries

STATE OF WEST VIRGINIA:

In the ..... County Court of Harrison County,  
~~XXXX~~ While a quorum of the Commission was not present, Tuesday, September 17 19 85

This day ..... came Rita Renzelli  
 and presented and offered for probate a paper writing purporting to be .....  
 the last will and testament of Helen Bradley, deceased,  
 hereinafter referred to as "said paper writing."

And it appearing to the ..... that the said decedent, at the time of h..... death, had a  
 known place of residence in the County of Harrison and State of West Virginia, and it further ap-  
 pearing to the ..... from the statement of .....  
 that ..... the subscribing witness..... to said  
 paper writing, namely, Harry Faber White II and Julie A. Stanton  
 work in 966 South Main St., Meadville, Pa 16335

now, therefore, pursuant to section 14 of article 5 of chapter 41 of the Code of West Virginia, it is  
 ordered that .....

....., an officer authorized by the laws of the State of Pennsylvania  
 ..... to take depositions at the place where the deposition ..... to be taken,  
 do take and certify the deposition ..... of the said.....

Harry Faber White II and Julie A. Stanton  
 in regard to the proof of the said paper writing, requiring the said .....  
 Harry Faber White II and Julie A. Stanton  
 to answer under oath.

First: Whether the testat ..... rix, Helen Bradley  
 signed and acknowledged the said paper writing as and for ..... h.....  
 last will and testament in ..... presence, and in the presence of .....  
 Harry Faber White II and Julie A. Stanton  
 the other subscribing witness..... ea thereto, all being present at the same time?

Second: Whether at the time of signing the said paper writing, the said testat Helen Bradley was of sound mind and disposing memory, and over <sup>eighteen</sup> ~~twenty~~ years of age?

Third: Whether they, the said Harry Faber White II and Julie A. Stanton

the other subscribing witness as to said paper writing, signed their names to the said paper writing at the request, and in the presence of, the said testat Helen Bradley, as subscribing witness thereof, all being present at the same time?

And all the parties appearing in this proceeding, consenting thereto, it is ordered that the Clerk of this Court do transmit a photostatic copy of said paper writing, together with an attested copy of this order, to said

at \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_, by \_\_\_\_\_

In order that the deposition of said witness may be taken, and it is further ordered that the officer taking said deposition shall properly certify the same, under his official seal, and return said paper writing, the copy of this order, and the deposition without delay to Nelson L. Blankenship, Clerk of the County Court, at Clarksburg, West Virginia.



Attest: [Signature], Clerk.

Attest: \_\_\_\_\_, Clerk.



## DEPOSITION

Pursuant to the order hereto attached, I, Patricia R. Paebles  
 a Notary Public in and for the County of Crawford and  
 State of Pennsylvania proceeded to take the following deposition at the office of  
Jordan and White, 966 So. Main St., Meadville,  
 County of Crawford and State of Pennsylvania on the  
 day of September, 1985, between the hours of 10 o'clock a. m., and 6  
 o'clock p.m., which deposition was taken for the purpose of probating  
 the last will and testament of Helen Bradley  
 deceased, late a resident of the County of Har-  
 rison and State of West Virginia.

Thereupon came Julia A. Stanton  
 a witness of lawful age, and one of the subscribing witnesses to said paper writing, who, after be-  
 ing by me first duly sworn, deposes and says:

Question 1. Did Helen Bradley  
 the testat., sign and acknowledge the same as  
 and for h. last will and testament in  
 your presence, and in the presence of  
Harry Faber White, II  
 the other subscribing witness  
 of said paper writing?

Answer 1. Yes  
 Question 2. Do you believe at the time of signing said paper writing,  
 (which was the 2 day of February,  
 1983), that the testat. rix Helen Bradley  
 was of sound mind and disposing memory, and over  
 eighteen ~~XXXXXX~~ years of age?

X Answer 2. Yes  
 Question 3. Did you, at the request and in the presence of the testat,  
Helen Bradley  
 and in the presence of  
Harry Faber White II  
 the other subscribing witness to said paper  
 writing, sign the same as a subscribing witness thereof, all being present  
 at the same time?

X Answer 3. Yes  
 And further the deponent saith not Julia A. Stanton  
Julie A. Stanton, witness

## DEPOSITION

BOOK 107 PAGE 279

Pursuant to the order hereto attached, I, Patricia R. Peebles

a Notary Public in and for the County of Crawford and  
State of Pennsylvania proceeded to take the following deposition at the office of  
Jorden and White, 966 So. Main St., Meadville,

County of Crawford and State of Pennsylvania on the  
day of September, 1985, between the hours of 10 o'clock a. m., and 6

o'clock p.m., which deposition was taken for the purpose of probating  
the last will and testament of Helen Bradley

deceased, late a resident of the County of Har-  
rison and State of West Virginia.

Thereupon came Harry Faber White II

a witness of lawful age, and one of the subscribing witnesses to said paper writing, who, after be-  
ing by me first duly sworn, deposes and says:

Question 1. Did Helen Bradley

the testat. rix, sign and acknowledge the same as  
and for h last will and testament in  
your presence, and in the presence of Julie A. Stanton

the other subscribing witness  
of said paper writing?

X Answer 1. Yes

Question 2. Do you believe at the time of signing said paper writing,  
(which was the 2 day of February  
1983), that the testat rix Helen Bradley

was of sound mind and disposing memory, and over  
~~eighteen~~ eighty-two years of age?

X Answer 2. Yes

Question 3. Did you, at the request and in the presence of the testat,  
Helen Bradley

and in the presence of Julie A. Stanton

the other subscribing witness, to said paper  
writing, sign the same as a subscribing witness thereof, all being present  
at the same time?

X Answer 3. Yes

And further the deponent saith not.

Harry Faber White II  
Harry Faber White, II, witness

State of Pennsylvania to-wit:  
County of Crawford

I, Patricia R. Peables, a Notary Public in and for the  
county and state aforesaid, do certify that the foregoing disposition of Harry Faber White, II  
and Julie A. Stanton was duly taken, subscribed and sworn to before me at the  
time and place shown in the caption hereto, and for the purpose specified in the order hereto at-  
tached. And that the statement of costs hereto subjoined is a correct taxation of the costs in  
taking this deposition.

Given under my hand and official seal this 24th day of September  
19 85

My commission expires December

(NOTARIAL SEAL)

PATRICIA R. PEABLES  
NOTARY PUBLIC  
Meadville, Crawford County  
My Commission Expires 12/31/88

Statement of costs:

\$15.00

STATE OF WEST VIRGINIA  
BEFORE THE HARRISON COUNTY COMMISSION  
IN OPEN COURT, FRIDAY, SEPTEMBER 27, 1985

The last will and testament of Helen Bradley, deceased, together with the  
depositions of Julie A. Stanton and Harry Faber White, II, two of the three subscribing  
witnesses thereto, having been returned to the Clerk pursuant to the order entered on  
the 17 day of September, 1985, said will being thus fully probated is admitted to  
probate and ordered to be recorded and filed as directed by law.

Attest: Nelson L. Blankenship, Clerk  
By Charlotte Boh, Deputy Clerk

the other subscribing witness as thereto, all being present at the same time?

LAST WILL AND TESTAMENT

I, ELIZABETH CAFFREY, of 990 South Main Street, Meadville, Crawford County, Pennsylvania, being of sound and disposing mind, memory, and understanding, do hereby make, publish, and declare this my Last Will and Testament, hereby revoking and making void any and all former wills made by me at any time heretofore.

## FIRST

I direct my Executrix to pay my legal debts, expenses of my last illness, my funeral expenses, and all inheritance and estate taxes.

## SECOND

I give, devise and bequeath the following items as specified below:

- a. \$400.00 to the Shrine of St. Jude, Dominican Fathers, Jersey City, New Jersey, for masses for the deceased members of the John Rush family.
- b. \$300.00 to the Shrine of St. Jude, Dominican Fathers, Jersey City, New Jersey for masses for myself.
- c. To my niece, Rita Renzelli, of Ammore, West Virginia, the sum of \$1,000.00.

## THIRD

I give, devise and bequeath all the rest, residue and remainder of my estate, consisting of both real and personal property to my sister, Helen Bradley, of 990 South Main Street, Meadville, Pennsylvania.

## FOURTH

In the event that my sister Helen Bradley shall predecease me, the bequest of paragraph four shall become null and void and in lieu thereof I give, devise and bequeath all the rest, residue and remainder of my estate, consisting of both real and personal property, to my niece, Rita Renzelli, of Ammore, West Virginia.

## FIFTH

I appoint my niece, Rita Renzelli of Ammore, West Virginia to be the Executrix of this will.

## SIXTH

No bond or other security shall be required of the Executrix appointed by this will.

## SEVENTH

In addition to the powers conferred by law, my Executrix shall have the following discretionary powers:

A. To retain as part of my estate any property received hereunder, without any duty of diversification.

B. To invest and reinvest the principal of my estate in such stocks, bonds, mortgages, securities or other property, real or personal, without being limited to the classes of securities or investments in which fiduciaries are by law authorized to invest funds.

C. To sell, exchange, lease, encumber, option or otherwise dispose of all or any portion of my estate, real or personal, in such manner and upon such terms and conditions as shall be deemed advisable, and to make, execute and deliver deeds, mortgages, leases, assignments and other



documents necessary to effectuate any powers herein granted and which shall specifically include the authority to grant leases extending beyond the period authorized by law.

D. To make distribution of my estate to any person entitled thereto in kind, in cash, or partly in kind and partly in cash as deemed advisable. To this end, allocation of assets in kind shall be in the sole discretion of my Executrix without regard to the income tax basis of specific property allocated to any beneficiary and such allocation shall be final and binding upon all persons whomsoever and shall be a full acquittance and discharge to my Executrix and my Executrix shall not be liable to any person whomsoever by reason of the exercise of such discretionary power. Assets distributed in kind in satisfaction of any pecuniary distribution under the terms of this Will shall be distributed at their values on the date or dates of distribution.

E. To procure and carry at the expense of my estate insurance of the kinds, forms and amounts deemed advisable by my Executrix to protect my estate and my Executrix against any hazard.

IN WITNESS WHEREOF, I, ELIZABETH CAFFREY, hereby set my hand to this my Last Will and Testament on this 28<sup>th</sup> day of February, 1983, at Meadville, Crawford County, Pennsylvania.

Elizabeth Caffrey  
Elizabeth Caffrey

BOOK 117 PAGE 590

ACKNOWLEDGMENT

Commonwealth of Pennsylvania

County of Crawford

I, Elizabeth Caffrey, testatrix, whose name is signed to the attached or foregoing instrument, having been duly qualified according to law, do hereby acknowledge that I signed and executed the instrument as my Last Will; that I signed it willingly; and that I signed it as my free and voluntary act for the purposes therein expressed.

Sworn or affirmed to and acknowledged before me, by Elizabeth Caffrey, the testatrix this 28<sup>th</sup> day of February, 1983.

*Baker Russell*  
A Notary Public for  
Above County and Commonwealth

BEFORE ME, I, ELIZABETH CAFFREY, testatrix, do hereby acknowledge that I signed and executed the instrument as my Last Will; that I signed it willingly; and that I signed it as my free and voluntary act for the purposes therein expressed.  
MY COMMISSION EXPIRES SEPT. 15, 1983  
Lemont, Pennsylvania Association of Notaries

## AFFIDAVIT

BOOK 117 PAGE 591

Commonwealth of Pennsylvania

County of Crawford

We, Harry Faber White II and Julie A. Stanton, the witnesses whose names are signed to the attached or foregoing instrument, being duly qualified according to law, do depose and say that we were present and saw testatrix sign and execute the instrument as her Last Will; that she signed willingly and that she executed it as her free and voluntary act for the purposes therein expressed; that each of us in the hearing and sight of the testatrix signed the will as witnesses; and that to the best of our knowledge the testatrix was at the time 18 or more years of age, of sound mind and under no constraint or undue influence.

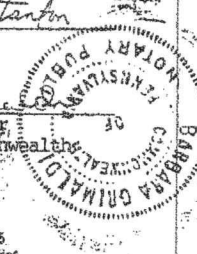
Sworn or affirmed to and subscribed to before me Harry Faber White II and Julie A. Stanton, witnesses, this 28<sup>th</sup> day of February, 1983.

*Harry Faber White II*  
Harry Faber White II

*Julie Ann Stanton*  
Julie A. Stanton

*Basilus J. ...*  
A Notary Public for  
Above County and Commonwealth

BASILUS J. ...  
NOTARY PUBLIC  
MEADVILLE, CRAWFORD COUNTY  
MY COMMISSION EXPIRES SEPT. 16, 1985  
Member, Pennsylvania Association of Notaries



## DEPOSITION

Pursuant to the order hereto attached, I, Irene P. Alexander  
 a Notary Public in and for the County of Crawford and  
 State of Pennsylvania proceeded to take the following deposition at the office of  
Jorden and White, Attorneys at Law  
 County of Crawford and State of Pennsylvania on the  
31st day of October, 1989, between the hours of 10 o'clock a. m., and 6  
 o'clock p.m., which deposition was taken for the purpose of probating  
 the last will and testament of Elizabeth Caffrey  
 deceased, late a resident of the County of Har-  
 rison and State of West Virginia.

Thereupon came Julia A. Stanton  
 a witness of lawful age, and one of the subscribing witnesses to said paper writing, who, after be-  
 ing by me first duly sworn, deposes and says:

Question 1. Did Elizabeth Caffrey  
 the testat. rix, sign and acknowledge the same as  
 and for her last will and testament in  
 your presence, and in the presence of  
Harry Faber White, II  
 the other subscribing witness  
 of said paper writing?

Answer 1. yes

Question 2. Do you believe at the time of signing said paper writing,  
 (which was the 28th day of February, 1983,  
 ), that the testat rix Elizabeth Caffrey  
 was of sound mind and disposing memory, and over  
~~eighteen~~  
~~twenty~~ one years of age?

Answer 2. yes

Question 3. Did you, at the request and in the presence of the testat. rix  
Elizabeth Caffrey  
 and in the presence of Harry Faber White, II  
 the other subscribing witness, to said paper  
 writing, sign the same as a subscribing witness thereof, all being present  
 at the same time?

Answer 3. yes

And further the deponent saith not.

Julia A. Stanton

State of Pennsylvania

County of Crawford

to-wit:

BOOK 117 PAGE 593

I, Irene P. Alexander, a Notary Public in and for the  
county and state aforesaid, do certify that the foregoing disposition of Julia A. Stanton  
was duly taken, subscribed and sworn to before me at the  
time and place shown in the caption hereto, and for the purpose specified in the order hereto at-  
tached. And that the statement of costs hereto subjoined is a correct taxation of the costs in  
taking this deposition.

Given under my hand and official seal this 31st day of October  
19 89

My commission expires 4-1

(NOTARIAL SEAL)

Statement of costs:

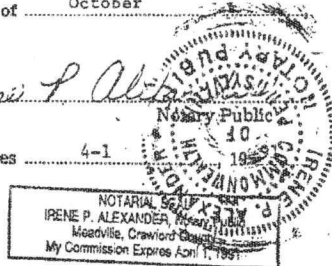
\$5.00

Irene P. Alexander

c/o Jorden & White

966 South Main Street

Meadville, PA 16335





## DEPOSITION

Pursuant to the order hereto attached, I, Irene P. Alexander  
 a Notary Public in and for the County of Crawford and  
 State of Pennsylvania proceeded to take the following deposition at the office of  
Jorden & White, Attorneys at Law  
 County of Crawford and State of Pennsylvania on the  
31st day of October, 1982, between the hours of 10 o'clock a. m., and 6  
 o'clock p.m., which deposition was taken for the purpose of probating  
 the last will and testament of Elizabeth Caffrey  
 deceased, late a resident of the County of Har-  
 rison and State of West Virginia.

Thereupon came Harry Faber White, II  
 a witness of lawful age, and one of the subscribing witnesses to said paper writing, who, after be-  
 ing by me first duly sworn, deposes and says:

Question 1. Did Elizabeth Caffrey  
 the testatrix, sign and acknowledge the same as  
 and for her last will and testament in  
 your presence, and in the presence of  
Julia A. Stanton  
 the other subscribing witness  
 of said paper writing?

Answer 1. yes

Question 2. Do you believe at the time of signing said paper writing,  
 (which was the 28th day of February, 1983,  
 that the testatrix, Elizabeth Caffrey  
 was of sound mind and disposing memory, and over

eighteen  
~~eighteen~~ years of age?

Answer 2. yes

Question 3. Did you, at the request and in the presence of the testatrix,  
Elizabeth Caffrey  
 and in the presence of Julia A. Stanton  
 the other subscribing witness to said paper  
 writing, sign the same as a subscribing witness thereof, all being present  
 at the same time?

Answer 3. yes

And further the deponent saith not.

Harry Faber White, II  
 Harry Faber White, II

State of Pennsylvania } to-wit:  
County of Crawford }

BOOK 117 PAGE 595

I, Irene P. Alexander, a Notary Public in and for the  
county and state aforesaid, do certify that the foregoing disposition of HARRY Faber White II  
was duly taken, subscribed and sworn to before me at the  
time and place shown in the caption hereto, and for the purpose specified in the order hereto at-  
tached. And that the statement of costs hereto subjoined is a correct taxation of the costs in  
taking this deposition.

Given under my hand and official seal this 31st day of October  
19 89

My commission expires 4-1 19 90

(NOTARIAL SEAL)

Statement of costs:

\$5.00

Irene P. Alexander

c/o Jorden & White

966 South Main Street

Meadville, PA 16335

STATE OF WEST VIRGINIA,  
In the presence of the Clerk of the Harrison County Commission  
While a quorum of the Commission was not present, Monday, November 6, 1989

The last will and testament of Elizabeth Caffrey, deceased, together with  
the depositions of Harry Faber White II and Julia A. Stanton, the two  
subscribing witnesses thereto, having been returned to the Clerk pursuant to  
the order entered on the 10th day of October, 1989, said will being thus  
proved is admitted to probate and ordered to be recorded and filed as  
directed by law.

Attest:

Sylvia Basil, Clerk  
by Mary J. Swagg, Deputy Clerk

BOOK 170 PAGE 408

Susan J Thomas  
HARRISON County 02:23:41 PM  
Instrument No 201000019599  
Date Recorded 06/04/2010  
Document Type WILL  
Book-Page 170-408  
Recording Fee \$6.00  
Additional \$4.00

LAST WILL AND TESTAMENT  
OF  
RITA W. RENZELLI

I, **Rita W. Renzelli**, a resident of the County of Harrison and the State of West Virginia, being of sound mind and disposing memory, do make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and codicils by me at any time heretofore made.

1. PAYMENT OF DEBTS AND TAXES. I direct the payment out of my estate of all my legal debts, funeral expenses, and the costs of administration of my estate. I further direct that all taxes, including any estate and other death taxes, be paid out of my estate.

2. SPECIFIC DEVISE. Provided he survives me, I give, devise and bequeath to my son, **John Robert Renzelli**, all right, title and interest that I may own at the time of my death in and to the coal, oil and gas, that is entered and described on the Land Books of Lewis County, in my name, in 02-Court House Rural District, as "46.53% of 100 A COA Indian Fk Rockwell Pet NRA 3625," (Tax Map 9999, Parcel 0001), together with all of my right, title and interest in and to the income, rents, royalties and all operating and producing rights and privileges derived therefrom and appurtenant thereto; or in the event that my son, **John Robert Renzelli**, shall not survive me, then this gift and devise shall lapse and fail and said coal, oil and gas interest shall become part of my Residuary Estate and shall be administered and distributed pursuant to the provisions of Paragraph 4 of this Will.

3. SPECIFIC BEQUESTS.

(a) I give and bequeath all my tools and equipment to those of my named children who survive me, namely, **John Robert Renzelli**, **Michael Francis Renzelli**, **Beatrice Ann Scott** and **Julia M. Kemmerer**, in shares of substantially equal value, to be divided as they may agree; it being my intention to give and bequeath the said tools and equipment unto only those of my named children who are living at the time of my death.

(b) Provided she survives me, I give and bequeath my silverware (silver-plate) to my daughter, **Beatrice Ann Scott**, to be hers absolutely and forever.

(c) Provided she survives me, I give and bequeath my Fostoria and Sterling silverware, and my wedding ring to my daughter, **Julia M. Kemmerer**, to be hers absolutely and forever.

(d) Provided he survives me, I give and bequeath my husband's (John P. Renzelli) ring to my grandson, **Carmen Renzelli**, to be his absolutely and forever.

(e) Provided he survives me, I give and bequeath my said husband's watch to my grandson, **Brian Kemmerer**, to be his absolutely and forever.

(f) Provided she survives me, I give and bequeath my gold band china (this does not include the china closet) to my granddaughter, **Gina Renzelli**, to be hers absolutely and forever.

(g) Provided she survives me, I give and bequeath my engagement ring to my granddaughter, **Tracy Kemmerer**, to be hers absolutely and forever.

(h) ~~Provided she survives me, I give and bequeath my mother's engagement ring to my granddaughter, Stephanie Scott, to be hers absolutely and forever.~~  
*1/1/10 Daughter, Beatrice Scott my mother's engagement ring)*

(i) Provided she survives me, I give and bequeath Helen's ring to my granddaughter, **Melissa Scott**, to be hers absolutely and forever.

If any of the beneficiaries named hereinabove in subsections (b) through (i) predecease me, then I direct that the bequest such beneficiary would have taken if living shall lapse and fail and become a part of my Residuary Estate to be distributed in accordance with Paragraph 4 of this Will.

4. **RESIDUARY ESTATE.** I give, devise and bequeath all the rest, residue and remainder of my estate and effects whatsoever, both real, personal and mixed, of whatever kind or nature and wherever situate, to which I shall die seized and possessed or to which I shall be entitled to dispose of at my death, including, without limitation, all property acquired by me after the execution of this Will, all property over which I have a power of

appointment, and all lapsed legacies and bequests (my "Residuary Estate") to my children, **John Robert Renzelli, Michael Francis Renzelli, Beatrice Anne Scott and Julia M. Kemmerer**, equally, share and share alike, or to their issue living at the time of my death per stirpes if any of them do not survive me; that is, if any of my named children shall have predeceased me leaving issue surviving me, the share otherwise payable to that child shall be distributed to his or her issue then living per stirpes; or if any of my named children predecease me without issue living at my death, then such deceased child's share shall go to increase the shares equally to any of my remaining children who are living or represented by living issue.

5. **APPOINTMENT OF FIDUCIARY.** I hereby nominate, constitute and appoint my son, **Michael Francis Renzelli**, Executor of this my Will and direct that he shall not be required to furnish any bond or other security for the faithful performance of his duties as such fiduciary. In the event my son, **Michael Francis Renzelli**, should predecease me, fail to qualify, or having qualified shall die, resign or become incapacitated during the administration of my estate, then I hereby nominate, constitute and appoint my daughter, **Julia M. Kemmerer**, to be the Executrix of this my Last Will and Testament, and direct that she shall not be required to give any bond or other security whatever as such.

6. **RESERVATION.** While at present this Will represents my wishes with regard to the disposition of my estate, I reserve the right at any future time to revoke this Will in whole or in part and to execute a new Will containing such provisions as I may then desire.

IN WITNESS WHEREOF, I, the said **Rita W. Renzelli**, herewith set my hand and seal to this my Last Will and Testament, typewritten on four (4) sheets of paper (including the attestation clause and signatures of witnesses), this the 4<sup>th</sup> day of February, 2004.

 (SEAL)  
Rita W. Renzelli



The foregoing writing, consisting of four (4) typewritten pages, including this attestation clause and our signatures, was signed, sealed, published and declared by **Rita W. Renzelli**, as and for her Last Will and Testament in the presence of us, who, at her request, and in her presence, and in the presence of each other, have hereunto signed our names as witnesses. And we and each of us declare that we believe this Testatrix to be of sound mind and disposing memory.

Done on this the 4<sup>th</sup> day of February, 2004.

WITNESS: Lucy J. Castranera

WITNESS: Sharon L. Kinney

[The remainder of this page left blank intentionally]

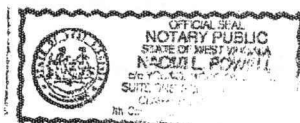
STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, TO-WIT:

We, Lucy J. CASTRANOVA and Sharon L. Kinney,

after being first duly sworn, do severally depose and say that we have this day acted as attesting witnesses to the signing and execution of the Last Will and Testament of **Rita W. Renzelli**, which Will bears date the 4<sup>th</sup> day of February, 2004, and to which Will this Affidavit is attached; that we acted as said witnesses at the request of the Testatrix and that the Will was signed by the Testatrix in the presence of each of us, we and the Testatrix being then present together; that we subscribed our names as attesting witnesses in the presence of the Testatrix and in the presence of each other; that at the time of the execution and signing of the Will, to the best of our knowledge and belief, the Testatrix was of sound and disposing mind and memory, eighteen or more years of age or was not at that time a minor, that the Testatrix executed the Will as her free and voluntary act without constraint or undue influence; and further these deponents sayeth not.

Lucy J. Castrenova  
Sharon L. Kinney

Taken, subscribed and sworn to before me this 4<sup>th</sup> day of February, 2004.My Commission Expires: August 23, 2004

Naomi L. Powell  
 Notary Public

wills/2004/renz rita cjc

State of West Virginia



County of Harrison, ss:

---

Will with Two Witnesses

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## In the County Commission of Harrison County

RE: Estate of RITA W RENZELLI, this the 4th day of June, 2010.

This day came MICHAEL FRANCIS RENZELLI, presented and offered for probate a paper writing purporting to be the last Will and Testament of RITA W RENZELLI.

And it appearing to the Commission that the said decedent, at the time of her death had a known place of residence in the County of Harrison and State of West Virginia, and thereupon came LUCY J CASTRANOVA and SHARON L KINNEY the two subscribing witnesses thereto, who, after being duly sworn, did depose and say that RITA W RENZELLI the testatrix, signed and acknowledged the said paper writing as, and for her Last Will and Testament in their presence, and at the time thereof, the said RITA W RENZELLI was of sound mind and disposing memory, and over the age of eighteen (18) years, and at the request of the said RITA W RENZELLI they, the said LUCY J CASTRANOVA and SHARON L KINNEY both signed their names to the said paper writing in the presence of the said testator/rix, and in the presence of each other, as attesting witnesses thereof.

The said Will, being thus proved, is admitted to probate and ordered to be recorded and filed as directed by law.

STATE OF West Virginia, SS

At a regular session of the Harrison County Commission, on the 4<sup>th</sup> day of June, 2010. The Clerk of the Harrison County Commission reported that since the last regular session she made in the Clerk's office the following order to wit: On the 4<sup>th</sup> day of June, 2010, she admitted to probate and ordered to be recorded the Last Will and Testament of RITA W RENZELLI, deceased.

And no objection being made thereto and none appearing to the Commission, it is ordered that the same be confirmed.

A true copy from the records,

Attest: 

Susan J Thomas  
Clerk of the Harrison County Commission

State of West Virginia



County of Harrison, ss:

Will with Two Witnesses

In the County Commission of Harrison County

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And no objection being made thereto and none appearing to the Commission, it is ordered that the same be confirmed.

A true copy from the records,

Attest:

Susan J. Thomas

Susan J Thomas  
Clerk of the Harrison County Commission

TO: Murray J. Herring, Ltd.  
410 Seventeenth Street, Suite 1215  
Denver, Colorado 80202

WELL: Buayan No. 1

DATE: December 1, 1966

The undersigned, and the undersigned's heirs, executors, personal representatives, successors and assigns (sometimes hereinafter collectively referred to as the "Undersigned"), guarantees and warrants to Murray J. Herring, Ltd. (sometimes hereinafter referred to as "MJH") that the Undersigned is the legal owner of the interest set forth on the schedule located on the reverse side hereof (sometimes hereinafter referred to as the "Ownership Schedule"), in the proceeds derived from the sale of all of the oil, condensate, distillate and other liquid hydrocarbons (sometimes hereinafter collectively referred to as "oil") and the gas, in its natural state, including condensate and distillate (sometimes hereinafter collectively referred to as "gas") produced from or allocated to the above described well and located on the drilling and spacing unit (as established by the governmental authority having jurisdiction over such matters) in Weld county, Colorado, and more particularly described as follows:

Township 3 North, Range 68 West, 8th P.M.;  
Section 17: 81/2

; (sometimes hereinafter referred to as the "Premises") and effective the date first written above, MJH is authorized to give credit, as directed on the Ownership Schedule, for the Undersigned's share of all proceeds derived from the sale of oil and gas from the Premises.

The agreement manifested hereby (sometimes hereinafter referred to as the "Division Order") covers only the distribution of the interest attributable to the Undersigned in the oil and gas or proceeds from the sale thereof pursuant to the hereinbelow described contracts from the Premises.

The following covenants are part of this Division Order and shall be binding on the Undersigned, to wit:

FIRST: It is understood that MJH is the operator of the Premises, and, as operator, has the right to enter into oil purchase contracts and gas purchase contracts, or other production purchase agreements, covering the sale of the oil and gas production from the Premises. The sale price under such purchase agreements shall be agreed upon between MJH and the production purchaser and by the execution hereof, the Undersigned ratifies said price. Such ratification does not make the Undersigned a party to such contractual or other arrangement.

Disbursements of the proceeds of the sale of the oil and gas shall be made on or before the 25th day, or if that day is on a Saturday, Sunday or legal holiday, then on the next succeeding working day, of the calendar month next following that in which MJH receives payment from the oil and gas purchaser. The Undersigned hereby accepts and agrees, for purposes of determining royalty payments, that the price which MJH receives for oil is the market price therefor. Payment to the Undersigned shall be based on the price received by MJH less the proportionate amount of taxes attributable to such payments, and less any transportation, trucking or gathering charges incurred. Settlements for gas shall be based on the net proceeds at the well, after deducting a fair and reasonable charge for compressing and making it merchantable and for transporting if the gas is sold off the premises. Where gas is sold subject to regulation by the Federal Energy Regulatory Commission or other governmental authority, the price applicable to such sale approved by order of such authority shall be used to determine the net proceeds at the well. 100% of the Proceeds, after deduction of all "windfall profits taxes" by the original crude purchaser (when and if appropriate), is to be paid to MJH and in turn distributed by MJH to the Undersigned. Purchasers of any and all production are hereby indemnified against all loss and/or damage occasioned by so making payments to MJH.

SECOND: The above mentioned payments may be made by check mailed from MJH's office to the Undersigned at the address set forth on the Ownership Schedule for the amount of such sale price due to the Undersigned, less the proportionate amount of any taxes required by law to be deducted and paid by the Undersigned.

Whenever the amount payable to the Undersigned is less than \$25, MJH is authorized to withhold disbursements of such payment until the amount payable to the Undersigned equals or exceeds \$25. Upon permanent cessation of production or upon transfer of interest of the Undersigned, disbursement shall be made of any amounts due the Undersigned.

THIRD: In case of any adverse claim of title or in case title shall not be satisfactory to MJH at any time during the term of the Division Order the Undersigned agrees to furnish evidence of title satisfactory to MJH and authorizes MJH to withhold payment, without obligation to pay interest on the amount so withheld, until satisfactory indemnity shall be furnished to MJH against such adverse claims or any such defect in title, or until title shall be made satisfactory to MJH.

The Undersigned agrees that if a suit is filed in any court affecting title to the oil and gas, then, either before or after severance, to indemnify and hold MJH harmless against any and all liability for loss, cost, damage and expense which MJH may suffer or incur on account of receiving and paying the Undersigned the proceeds derived from the sale of the oil and gas, and agrees to reimburse MJH for any costs, attorney's fees or any expenses incurred therewith. Where MJH, pursuant to the provisions hereof, withholds payment, or any part thereof, the Undersigned agrees to indemnify and hold MJH harmless from any and all liability for any tax, together with all interest and penalties incident thereto, imposed or assessed against or paid by it on account of the sum or sums so withheld from payment to the Undersigned, and severally agrees that MJH may deduct all such taxes, interest and penalties so paid by it from any sums owing by it to the Undersigned.

FOURTH: The Undersigned agrees to notify MJH of any change of ownership, and no transfer of interest shall be binding upon MJH until a transfer order and a certified copy of the recorded instrument evidencing such transfer is furnished to MJH. Transfer of interest shall be made effective on the first day of the calendar month following the month in which notice is received by MJH. MJH is hereby relieved of any responsibility for determining if and when any of the interests hereinabove set forth shall revert to or be owned by any other parties. The Undersigned agrees to give MJH notice in writing by certified mail, return receipt requested when any other division of interest than that set forth shall, for any reason, become effective and to furnish transfer orders accordingly, and that if such notice shall not be received, then MJH shall be held harmless in that event, and is hereby released from, any and all damage or loss which might arise out of any overpayment.

FIFTH: Should interest in production from the Premises be unitized with production from other tracts of land, then the Division Order shall, as of the effective date of the order or agreement creating said unit, be modified to the extent necessary to conform with said agreement and all revisions or modifications thereto, but as to all other provisions hereof, the Division Order shall remain in full force and effect. In the event of such unitization, the portion of the unitized production attributable to the Undersigned shall be its individual portion of the total production produced from the unitized area which is allocated to the land described herein.

SIXTH: The Division Order shall become valid and binding on the Undersigned as soon as signed by the Undersigned, regardless of whether or not any other parties owning an interest in the production derived from the Premises have executed same or similar document.

Witness of Signature

Undersigned

Street or P.O. Box Number

Social Security (or Tax I.D.) number

City, State, Zip Code

Murray J. Herring, Ltd.  
MJH (Murray J. Herring, President)

B 1260 REC 02210202 04/09/90 10:25 \$65.00 3/013  
F 1349 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO., CO

INTEREST OWNERS' NAME:	LAND OWNER ROYALTY:	OVERRIDE ROYALTY:	VENUE INTEREST:	WORKING INTEREST:
A.K. Investments-- c/o Lane Ratcliffe--8323 Josphur Street Anchorage, AK 99502			0.1	0.125
Blake Doran Shaw and Helen May Pierpont-- Post Office Box 187-- Mead, CO 80542	0.00058			
Brodie Petroleum, Ltd.-- c/o Robert Heckendorf--21000 East One Hundred Fifty-second Avenue Brighton, CO 80601			0.10125	0.125
Calvin Petroleum Corporation-- 2500 InterFirst Tower-- Fort Worth, TX 76102		0.0205		
Carried Gas Venture-- c/o Robert Heckendorf--21000 East One Hundred Fifty-second Avenue Brighton, CO 80601		0.0305		
Cockrell Production Company, Inc.-- Post Office Box 3638-- Abilene, TX 79604			0.03977	0.0482
Highland Vista Company-- c/o Robert T. Gilchrist--4606 Devon Houston, TX 77027			0.10125	0.125
J. Cleo Thompson & James Cleo Thompson, Jr. (a partnership)-- 4500 Republic National Bank Tower-- Dallas, TX 75201			0.10312	0.125
J.D. Farm Partnership-- c/o Donald L. Johnson--765 Spring Lane Boulder, CO 80542	0.00117			
Miller Resources Corporation-- 14093 West First Drive-- Golden, CO 80401		0.00176		
Moody Land And Auction-- Post Office Box 9078-- Fort Collins, CO 80525	0.01172			
Murray J. Herring, Ltd.-- 410 Seventeenth Street--Suite 1215 Denver, CO 80202		0.02074		
Rocky Mountain Fuel Co.-- 756 Insurance Exchange Building--910 Fifteenth Street Denver, CO 80202	0.07402			
Star Production Company, Inc.-- Post Office Box 10918-- Dallas, TX 75207			0.03145	0.03813
Vail Group I-- c/o Frederic Butler--Post Office Box 960 Eagle, CO 81631			0.10125	0.125
Wes-Tex Drilling Company-- Post Office Box 2895-- Abilene, TX 79604			0.03191	0.03867



INTEREST OWNERS' NAME:	LAND OWNER ROYALTY:	OVERRIDING ROYALTY:	REVENUE INTEREST:	WORKING INTEREST:
-- John Beers-- 15775 Weld County Road 5-- Longmont, CO 80501	0.00092			
-- Robert E. Baierle-- 15901 Weld County Road 5-- Lead, CO 80642	0.00098			
-- Chris G. Boyette-- c/o KHAL Paints, Inc.--Post Office Box 39R Denver, CO 80239			0.10125	0.125
-- John R. and Elizabeth Calvin-- 5541 Eaves Road Northwest-- Albuquerque, NM 87107		0.0015		
-- David L. and Laura K. Gartrell-- 15945 Weld County Road 5-- Longmont, CO 80501	0.00039			
-- Henry H. and Nyla M. Geisman-- 15813 Weld County Road 5-- Longmont, CO 80501	0.00194			
-- Eric W. Hartman-- 498 Miller-- Brighton, CO 80601			0.01265	0.01562
-- Ardon B. and Maydene M. Hopkins-- 15741 Weld County Road 5-- Longmont, CO 80501	0.00154			
-- John Leszczynski-- 2355 Leavenworth Street--Number 102 San Francisco, CA 94133			0.03165	0.03907
-- Michael D. Lynch-- 1413 Marinette Road-- Pacific Palisades, CA 90272			0.03165	0.03907
-- Robert A. Marston-- 240 Skyline Parkway-- Athens, GA 30606			0.01265	0.01562
-- James M. Martin-- 4665 South Lakehurst Way-- Littleton, CO 80127		0.005		
-- Edmond P. and Phyllis Morehouse-- 1746 Weld County Road 34-- Lead, CO 80642	0.0209			
-- John Rush--	0.0063			
-- John C. Sallee-- 40 East Eighty-fourth Street--Number 3F New York, NY 10128			0.01265	0.01562
-- Alden W. and Beverly Strafford-- 1600 Weld County Road 34-- Platteville, CO 80651	0.00137			

INTEREST OWNERS' NAME:	LAND OWNER ROYALTY:	OVERRIDING ROYALTY:	VENUE INTEREST:	WORKING INTEREST:
-- James E. and Jacqueline A. Strauch-- 15975 Weld County Road 5-- Head, CO 80542	0.00117			
-- Ronald K. Wormus-- 1926 Rangeview Drive-- Fort Collins, CO 80521		0.0125		
TOTALS:	0.125	0.0625	0.8125	1

B 1260 REC 02210202 04/09/90 10:25 \$65.00 6/013  
 F 1352 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO



3609 South Wadsworth Boulevard, Suite 340  
Lakewood, Colorado 80235

July 27, 2017

Mr William Francis  
Incline Niobrara Partners LP  
5019 N Central Expressway  
Dallas TX 75205

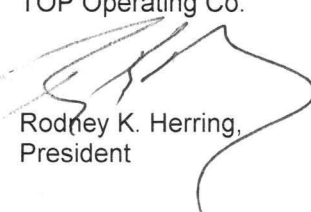
Certified #: 7011 3500 0002 3318 4912

Re: Runyan 1 & Runyan 3 Proceeds of Payment Request, Weld County, Colorado  
Stamp 31-2C Proceeds of Payment Request, Weld County, Colorado

Mr. Francis,

Thank you for your letters to TOP Operating Co. ("TOP") of July 24, 2017 regarding the captioned. In your letters, you claim to be an interest owner of minerals associated with the Runyan 1, Runyan 3 and Stamp 31-2C wells in Township 3 North, Range 68 West, 6<sup>th</sup> PM; Sections 17 and 31. Please furnish TOP with copies of oil and gas leases, mineral conveyances or like documents which will provide evidence of your ownership and the nature thereof. In addition, please provide all other documentation which establishes clear chain of title from the previous owners to Incline Niobrara Partners, LLP.

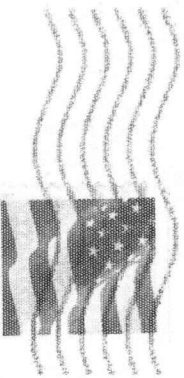
Sincerely,  
TOP Operating Co.



Rodney K. Herring,  
President

TOP OPERATING CO.  
3609 S WADSWORTH BLVD  
SUITE #340  
LAKEWOOD, CO 80235

DENVER CO 8012  
09 AUG 2017 PM 8 L



75205-346173



## PAID-UP OIL AND GAS LEASE

THIS AGREEMENT executed and effective as of May 4<sup>th</sup>, 2017 by and between John Robert Renzelli, whose mailing address is 842 Brier View Drive, Bridgeport, WV 26330, as Lessor (whether one or more), and INCLINE NIOBRARA PARTNERS, LP whose mailing address is 5019 N. Central Expressway, Suite B Dallas, TX 75205, as Lessee,

WITNESSETH: Lessor in consideration of Ten and No/100 Dollars (\$10.00) and other valuable considerations, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purposes of investigating, prospecting, drilling, mining and exploring (including the exclusive right to conduct geophysical/seismic operations and other related activities) for and producing oil, gas and all other minerals, laying pipe lines, building drill sites, access roads, tanks, power stations, telephone lines, and other structures thereon to produce, save, take care of, treat, transport and own said products and for dredging and maintaining canals, constructing roads and bridges, and building houses for its employees, and, in general, for all appliances, structures, equipment, servitudes and privileges which may be necessary, useful or convenient to or in connection with any such operations conducted by Lessee thereon, or on any lands pooled therewith, the following described land in Weld County, Colorado, to-wit:

Township 3 North, Range 68 West, 6<sup>th</sup> P.M.

Section 17: All that part of the E/2 described in the Warranty Deed dated March 16, 1954, recorded at Reception No. 1177153 in the Office of the Clerk and Recorder of Weld County, Colorado, between John A. Rush, as Grantor, and Dale W. Wright and Eva P. Wright, as Grantees, which Warranty Deed is incorporated herein by reference. For convenience purposes only, the leased premises are more specifically described as follows:

All that portion of section seventeen (17), in township three (3) north, of range sixty-eight (68) west of the 6<sup>th</sup> P.M., situated north of the Highland Ditch and east of the Mead Lateral and one tract of land including to the approximate center lines of said ditches, described as follows: Beginning at the northeast corner of said section 17, thence south 1° 33' east (Var. 14° 30' E.) along the east line of said section 1419 feet, thence south 80° 10' west along the Highland Ditch 1242 feet, thence along the Mead Lateral north 9° 20' west 336 feet, thence north 2° 5' west 480 feet, thence north 18° 5' east 296 feet, thence north 8° 30' east 544 feet, to the north line of said section 17, thence east along said north line 1085 feet to the place beginning, the same being a portion of the east half (E<sub>2</sub>) of the northeast quarter (NE<sub>4</sub>) of said section and containing 42.5 acres, more or less.

Containing 42.5 acres more or less.

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

This lease also covers and includes any other strips and gores of land owned by the Lessor in the above mentioned Section or Sections, all property acquired by prescription and all accretion or alluvion attaching to or forming a part of said land; as well as any mineral interest underneath any streets, alleys, lanes, roads, streams, bayous, railroads, ditches, canals or other rights-of-way, public, private or abandoned, adjoining or traversing the lands described herein, whether or not specifically described or not. Whether or not any reduction in payment shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interest in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

1. **TERM:** It is agreed that this lease shall remain in force for a term of Four (4) years from the effective date (the "Primary Term") and as long thereafter as oil, gas, or other minerals, or any of them is produced from said land or premises pooled therewith or drilling operations are conducted as hereinafter provided. If prior to discovery of oil, gas, or other minerals on said land, or on acreage pooled therewith, Lessee should drill a dry hole or holes thereon, or if after discovery of oil, gas, or other minerals, production thereof should cease for any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred twenty (120) days thereafter. If, at the expiration of the Primary Term, oil, gas, or other minerals are not being produced on or from said land or said pooled premises but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or spacing or operating unit which includes all or a part of said land, and drilling or reworking operations shall be considered to be continuously prosecuted if not more than one hundred twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil, gas, or other minerals shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration date of the Primary Term, this lease shall continue in force so long thereafter as oil, gas or other minerals are produced from the leased premises or from any such unit which includes all or a part of said lands. If, after the expiration of the Primary Term, production on said land shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling or reworking a well within one hundred twenty (120) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.
2. **ROYALTY:** The royalties to be paid by Lessee are: (a) on oil, and other hydrocarbons which are produced at the well in liquid form by ordinary production methods, twenty percent (20.00%) of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipe line to which the wells may be connected; Lessor's interest in either case to bear its proportion of any expenses for treating the oil to make it marketable as crude; Lessee may from time to time purchase any royalty oil or other liquid hydrocarbons in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas, or other gaseous substance produced from said land and sold or used off the premises or for the extraction of gasoline or other products therefrom, the market value at the well of twenty percent (20.00%) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be twenty percent (20.00%) of the amount realized from such sale, such gas, casinghead gas, residue gas, or gas of any other nature or description whatsoever, as may be disposed of for no consideration to Lessee, either through unavoidable waste or leakage, or in order to recover oil or other liquid hydrocarbons, or returned to the ground, shall not be deemed to have been sold or used either on or off the premises within the meaning of this paragraph; (c) on all other minerals mined and marketed, twenty percent (20.00%), either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be one dollar (\$1.00) per long ton.
3. **SHUT-IN ROYALTY:** If a well capable of producing oil, gas, gas and gas condensate, gas and oil, or other minerals located on said land, or on acreage pooled or unitized therewith, is at any time shut-in and no oil, gas, gas condensate or other minerals therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on said land producing oil or gas or other minerals in paying quantities and this lease shall continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof, Lessee shall use reasonable diligence to produce and market oil, gas, gas and gas condensate, gas and oil, or other minerals, capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to Lessor and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease next ensuing after the expiration of ninety (90) days following the shutting-in of such well, and annually thereafter, while such well is so shut-in, as royalty, the sum of one dollar (\$1.00) per net mineral acre covered by this lease. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check mailed or delivered directly to Lessor or to a depository bank designated by Lessor. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered, to such owner or to such owners' credit in the depository bank designated by such owner, royalty ownership as of the last day of each such annual period as shown by Lessee's record shall determine the amounts and the party or parties entitled to receive such payment.
4. **THIS IS A PAID-UP LEASE.** It is understood and agreed that the consideration first recited herein, the cash down payment, which payment is accepted as good and sufficient consideration for the rights conveyed to Lessee hereunder, covers all of the rights and privileges granted to the end of the primary term as aforesaid, and any and all other rights conferred, and that Lessee shall not be obligated to commence or continue any operations during the Primary Term.
5. Lessee may, at any time, release this lease as to any stratum or strata and as to part or all of the lands above described after which all payments and liabilities thereafter to accrue as to the lands released shall cease. In the event of a partial release, any payments required to maintain this lease shall be

reduced proportionately.

6. **POOLING:** 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 reworking operations or a well shut-in for want of 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 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 allocations 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 lands 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 to Lessee.
7. **LESSOR INTEREST:** If Lessor owns a less interest in the above described land than the entire mineral estate therein, then the royalties herein provided shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole mineral estate.
8. **ASSIGNMENT OF LEASE:** The privilege of assigning in whole or in part is expressly allowed, although it is agreed that no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee. If the estate of either party hereto is assigned, the covenants hereof shall extend to the heirs, executors, administrators, successors or assigns of the Assignor, but, no change in the ownership of the land or assignment of royalties shall be binding on the Lessee until after the Lessee has been furnished with certified copies of recorded title documents transferring title from Lessor. In the event of death of any person entitled to royalties hereunder, Lessee may pay or tender such royalties to the credit of the deceased or of the estate of the deceased into escrow, as provided by law, until such time Lessee is furnished with proper evidence of the appointment and qualification of an executor, administrator or personal representative of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.
9. Lessee shall comply with all laws regulations and orders of any Governmental body purporting to exercise authority over the lands covered by this lease or the person of the Lessor herein and in so complying Lessee shall not be responsible for determining the legality, validity or constitutionality of any such law, regulation, or order enacted or issued by an such Governmental body. In determining the residence of Lessor for purposes of complying with such laws or regulations Lessee may rely upon the last known address of Lessor. Neither any error in the determination of the residence or status of Lessor nor an error in the payment of any sums of money due or payable to Lessor under the terms of this lease which is made during the course of or as a result of Lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against Lessee. All of Lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or orders asserted as official by or under public authority claiming jurisdiction, or is prevented or hindered by any force majeure (defined in paragraph 11 below), and this lease shall not be terminated in whole or in part, nor Lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which Lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, Lessee shall pay an annual delay rental on or before the anniversary dates hereof in the manner and in the amount above provided.
10. **DELAY:** When drilling, reworking, production or other operations are delayed or interrupted by force majeure, that is, by storm, flood or other acts of God, fire, war, rebellion, insurrection, riot, or as a result of some law, order, ordinance, rule, regulation, requisition or necessity of the government, federal, state or municipal, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding, but this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such drilling or reworking operations on, or producing oil, gas, casinghead gas, condensate or other minerals from, the premises; provided that during any period that this lease is continued in force after its primary term solely by force majeure as herein provided, Lessee shall pay to the owners of the royalty hereunder the shut-in royalty provided in paragraph 3 hereof, and in the manner therein provided, without regard to whether or not there is a producing well shut in, located on said land or on land with which the lease premises or any part thereof has been pooled.
11. **MULTIPLE LESSORS:** It is expressly understood and agreed that there shall be no obligation on the part of Lessee to offset wells on separate tracts into which the land covered by this lease may be now or hereafter divided by sale, or otherwise, or to furnish separate measuring, or receiving tanks. This lease shall be binding upon all who execute it, whether or not named in the body hereof as Lessor, and without regard to whether this same instrument, or any copy thereof, shall be executed by any other Lessor named above.
12. **TITLE:** Lessee at its option shall have the right to redeem for Lessor, by payment, any mortgage, 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. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any royalties which become due Lessor hereunder and to repay itself therefrom, and the retention of such royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made. In the event the leased lands are encumbered by a mortgage, then prior to the payment of any royalties due hereunder, Lessor agrees to obtain a subordination of mortgage, at Lessor's expense, in a form acceptable to Lessee.
13. **DEFAULT:** This lease shall not be terminated, forfeited or cancelled for failure by Lessee to perform in whole or in part any of its implied covenants, conditions or stipulations until it shall have been first finally and judicially determined that the failure or default exists, and then Lessee shall be given a reasonable time to correct any default so determined, or at Lessee's election it may surrender the lease with the option of reserving under the terms of this lease each producing well and the spacing or proration unit, or communitized area surrounding such well as designated by the Oil and Gas Conservation Commission of the State of Colorado, together with the right of ingress and egress. Lessee shall not be liable in damages for breach of any implied covenant or obligation.
14. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of two (2) years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term One Hundred Fifty percent (150%) of the original bonus consideration amount agreed upon by Lessor and Lessee.

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



SIGNATURE PAGE TO FOLLOW:

LESSOR: John Robert Renzelli  
By: John Robert Renzelli

## ACKNOWLEDGEMENT

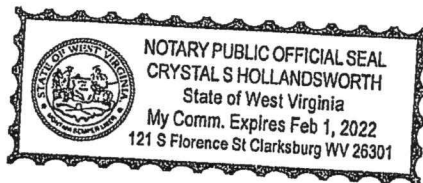
STATE OF WV  
COUNTY OF Harrison

BEFORE ME, the undersigned, a Notary Public, personally appeared John Robert Renzelli, on the 15 day of June 2017 to me known to be the identical person(s), described and who executed the foregoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: 2/1/22

Crystal Hollandsworth  
Notary Public, State of WV



**EXHIBIT A**

Attached to and made a part of that certain Oil and Gas Lease dated effective May 4, 2017, by and between John Robert Renzelli, as Lessor, and INCLINE NIOBRARA PARTNERS, LP, as Lessee.

16. **DRILLING OPERATIONS.** Any provision herein to the contrary notwithstanding, Lessee shall not have commenced or otherwise become engaged in drilling operations for any well until such time as when (i) a drilling rig capable of drilling the well to the permitted depth has been assembled, and (ii) the drill bit propelled by same has penetrated the surface of earth in a good faith effort to continuously prosecute the drilling of such well to the permitted depth.
17. **SHUT-IN TIME LIMIT.** This lease may be maintained in force solely by reason of any term or provision of Paragraph 3 for a maximum of thirty-six (36) calendar months. After the end of the primary term, any calendar month during which there is no production in paying quantities obtained from or allocated to the lands covered by this lease, and no part of such calendar month is covered by any savings provision (as provided in paragraph 1), shall be counted and included in this shut-in time limit. These months shall accrue, consecutively or non-consecutively, at any time after the end of the primary term. This provision shall not impair the right of Lessee to maintain this lease by any manner otherwise provided herein.
18. **PUGH CLAUSE.** This lease shall terminate at the end of the primary term as to all of the lands covered by this lease, except as to lands located within a production or spacing unit, prescribed or permitted by law or administrative authority, on which there is located a well producing or capable of producing oil or gas in paying quantities, or on which drilling or reworking operations are being continuously prosecuted (as defined in paragraph 1), or on which shut-in royalty may be paid or tendered. This provision shall not impair the right of Lessee to maintain this lease by any manner otherwise provided herein.
19. **SEPARATE TRACTS CLAUSE.** After the end of the primary term, and after the end of any continuous drilling operations (as provided in paragraph 1), each production or spacing unit shall be maintained independently, and shall be treated for all purposes as if the lands covered by this lease and included in each such production or spacing unit had each been specifically described in separate lease agreements, each containing all of the terms and provisions of this lease agreement.

In the event of any conflict or inconsistency between the provisions of the printed Paid-Up Oil and Gas Lease form and the provisions of this Exhibit, the provisions of this Exhibit shall control. Signed for identification:

John Robert Renzelli  
LESSOR

## PAID-UP OIL AND GAS LEASE

THIS AGREEMENT executed and effective as of May 4<sup>th</sup>, 2017 by and between Michael Francis Renzelli, whose mailing address is 8 Conifer Drive, Bridgeport, WV 26330, as Lessor (whether one or more), and INCLINE NIOBRARA PARTNERS, LP whose mailing address is 5019 N. Central Expressway, Suite B Dallas, TX 75205, as Lessee,

WITNESSETH: Lessor in consideration of Ten and No/100 Dollars (\$10.00) and other valuable considerations, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purposes of investigating, prospecting, drilling, mining and exploring (including the exclusive right to conduct geophysical/seismic operations and other related activities) for and producing oil, gas and all other minerals, laying pipe lines, building drill sites, access roads, tanks, power stations, telephone lines, and other structures thereon to produce, save, take care of, treat, transport and own said products and for dredging and maintaining canals, constructing roads and bridges, and building houses for its employees, and, in general, for all appliances, structures, equipment, servitudes and privileges which may be necessary, useful or convenient to or in connection with any such operations conducted by Lessee thereon, or on any lands pooled therewith, the following described land in Weld County, Colorado, to-wit:

**Township 3 North, Range 68 West, 6<sup>th</sup> P.M.**

Section 17: All that part of the E/2 described in the Warranty Deed dated March 16, 1954, recorded at Reception No. 1177153 in the Office of the Clerk and Recorder of Weld County, Colorado, between John A. Rush, as Grantor, and Dale W. Wright and Eva P. Wright, as Grantees, which Warranty Deed is incorporated herein by reference. For convenience purposes only, the leased premises are more specifically described as follows:

All that portion of section seventeen (17), in township three (3) north, of range sixty-eight (68) west of the 6<sup>th</sup> P.M., situated north of the Highland Ditch and east of the Mead Lateral and one tract of land including to the approximate center lines of said ditches, described as follows: Beginning at the northeast corner of said section 17, thence south 1° 33' east (Var. 14° 30' E.) along the east line of said section 1419 feet, thence south 80° 10' west along the Highland Ditch 1242 feet, thence along the Mead Lateral north 9° 20' west 336 feet, thence north 2° 5' west 480 feet, thence north 18° 5' east 296 feet, thence north 8° 30' east 544 feet, to the north line of said section 17, thence east along said north line 1085 feet to the place beginning, the same being a portion of the east half (E $\frac{1}{2}$ ) of the northeast quarter (NE $\frac{1}{4}$ ) of said section and containing 42.5 acres, more or less.

Containing 42.5 acres more or less.

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

This lease also covers and includes any other strips and gores of land owned by the Lessor in the above mentioned Section or Sections, all property acquired by prescription and all accretion or alluvion attaching to or forming a part of said land; as well as any mineral interest underneath any streets, alleys, lanes, roads, streams, bayous, railroads, ditches, canals or other rights-of-way, public, private or abandoned, adjoining or traversing the lands described herein, whether or not specifically described or not. Whether or not any reduction in payment shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interest in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

1. **TERM:** It is agreed that this lease shall remain in force for a term of Four (4) years from the effective date (the "Primary Term") and as long thereafter as oil, gas, or other minerals, or any of them is produced from said land or premises pooled therewith or drilling operations are conducted as hereinafter provided. If prior to discovery of oil, gas, or other minerals on said land, or on acreage pooled therewith, Lessee should drill a dry hole or holes thereon, or if after discovery of oil, gas, or other minerals, production thereof should cease for any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred twenty (120) days thereafter. If, at the expiration of the Primary Term, oil, gas, or other minerals are not being produced on or from said land or said pooled premises but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or spacing or operating unit which includes all or a part of said land, and drilling or reworking operations shall be considered to be continuously prosecuted if not more than one hundred twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil, gas, or other minerals shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration date of the Primary Term, this lease shall continue in force so long thereafter as oil, gas or other minerals are produced from the leased premises or from any such unit which includes all or a part of said lands. If, after the expiration of the Primary Term, production on said land shall cease for any cause, this lease shall not terminate provided Lessee resumes operations for drilling or reworking a well within one hundred twenty (120) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.
2. **ROYALTY:** The royalties to be paid by Lessee are: (a) on oil, and other hydrocarbons which are produced at the well in liquid form by ordinary production methods, twenty percent (20.00%) of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipe line to which the wells may be connected; Lessor's interest in either case to bear its proportion of any expenses for treating the oil to make it marketable as crude; Lessee may from time to time purchase any royalty oil or other liquid hydrocarbons in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas, or other gaseous substance produced from said land and sold or used off the premises or for the extraction of gasoline or other products therefrom, the market value at the well of twenty percent (20.00%) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be twenty percent (20.00%) of the amount realized from such sale, such gas, casinghead gas, residue gas, or gas of any other nature or description whatsoever, as may be disposed of for no consideration to Lessee, either through unavoidable waste or leakage, or in order to recover oil or other liquid hydrocarbons, or returned to the ground, shall not be deemed to have been sold or used either on or off the premises within the meaning of this paragraph; (c) on all other minerals mined and marketed, twenty percent (20.00%), either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be one dollar (\$1.00) per long ton.
3. **SHUT-IN ROYALTY:** If a well capable of producing oil, gas, gas and gas condensate, gas and oil, or other minerals located on said land, or on acreage pooled or unitized therewith, is at any time shut-in and no oil, gas, gas condensate or other minerals therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on said land producing oil or gas or other minerals in paying quantities and this lease shall continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof, Lessee shall use reasonable diligence to produce and market oil, gas, gas and gas condensate, gas and oil, or other minerals, capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to Lessor and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease next ensuing after the expiration of ninety (90) days following the shutting-in of such well, and annually thereafter, while such well is so shut-in, as royalty, the sum of one dollar (\$1.00) per net mineral acre covered by this lease. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check mailed or delivered directly to Lessor or to a depository bank designated by Lessor. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered, to such owner or to such owners' credit in the depository bank designated by such owner, royalty ownership as of the last day of each such annual period as shown by Lessee's record shall determine the amounts and the party or parties entitled to receive such payment.
4. **THIS IS A PAID-UP LEASE.** It is understood and agreed that the consideration first recited herein, the cash down payment, which payment is accepted as good and sufficient consideration for the rights conveyed to Lessee hereunder, covers all of the rights and privileges granted to the end of the primary term as aforesaid, and any and all other rights conferred, and that Lessee shall not be obligated to commence or continue any operations during the Primary Term.
5. Lessee may, at any time, release this lease as to any stratum or strata and as to part or all of the lands above described after which all payments and liabilities thereafter to accrue as to the lands released shall cease. In the event of a partial release, any payments required to maintain this lease shall be

reduced proportionately.

6. **POOLING:** 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 reworking operations or a well shut-in for want of 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 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 allocations 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 lands 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 to Lessee.
7. **LESSOR INTEREST:** If Lessor owns a less interest in the above described land than the entire mineral estate therein, then the royalties herein provided shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole mineral estate.
8. **ASSIGNMENT OF LEASE:** The privilege of assigning in whole or in part is expressly allowed, although it is agreed that no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee. If the estate of either party hereto is assigned, the covenants hereof shall extend to the heirs, executors, administrators, successors or assigns of the Assignor, but, no change in the ownership of the land or assignment of royalties shall be binding on the Lessee until after the Lessee has been furnished with certified copies of recorded title documents transferring title from Lessor. In the event of death of any person entitled to royalties hereunder, Lessee may pay or tender such royalties to the credit of the deceased or of the estate of the deceased into escrow, as provided by law, until such time Lessee is furnished with proper evidence of the appointment and qualification of an executor, administrator or personal representative of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.
9. Lessee shall comply with all laws regulations and orders of any Governmental body purporting to exercise authority over the lands covered by this lease or the person of the Lessor herein and in so complying Lessee shall not be responsible for determining the legality, validity or constitutionality of any such law, regulation, or order enacted or issued by an such Governmental body. In determining the residence of Lessor for purposes of complying with such laws or regulations Lessee may rely upon the last known address of Lessor. Neither any error in the determination of the residence or status of Lessor nor an error in the payment of any sums of money due or payable to Lessor under the terms of this lease which is made during the course of or as a result of Lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against Lessee. All of Lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or orders asserted as official by or under public authority claiming jurisdiction, or is prevented or hindered by any force majeure (defined in paragraph 11 below), and this lease shall not be terminated in whole or in part, nor Lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which Lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, Lessee shall pay an annual delay rental on or before the anniversary dates hereof in the manner and in the amount above provided.
10. **DELAY:** When drilling, reworking, production or other operations are delayed or interrupted by force majeure, that is, by storm, flood or other acts of God, fire, war, rebellion, insurrection, riot, or as a result of some law, order, ordinance, rule, regulation, requisition or necessity of the government, federal, state or municipal, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding, but this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such drilling or reworking operations on, or producing oil, gas, casinghead gas, condensate or other minerals from, the premises; provided that during any period that this lease is continued in force after its primary term solely by force majeure as herein provided, Lessee shall pay to the owners of the royalty hereunder the shut-in royalty provided in paragraph 3 hereof, and in the manner therein provided, without regard to whether or not there is a producing well shut in, located on said land or on land with which the lease premises or any part thereof has been pooled.
11. **MULTIPLE LESSORS:** It is expressly understood and agreed that there shall be no obligation on the part of Lessee to offset wells on separate tracts into which the land covered by this lease may be now or hereafter divided by sale, or otherwise, or to furnish separate measuring, or receiving tanks. This lease shall be binding upon all who execute it, whether or not named in the body hereof as Lessor, and without regard to whether this same instrument, or any copy thereof, shall be executed by any other Lessor named above.
12. **TITLE:** Lessee at its option shall have the right to redeem for Lessor, by payment, any mortgage, 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. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any royalties which become due Lessor hereunder and to repay itself therefrom, and the retention of such royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made. In the event the leased lands are encumbered by a mortgage, then prior to the payment of any royalties due hereunder, Lessor agrees to obtain a subordination of mortgage, at Lessor's expense, in a form acceptable to Lessee.
13. **DEFAULT:** This lease shall not be terminated, forfeited or cancelled for failure by Lessee to perform in whole or in part any of its implied covenants, conditions or stipulations until it shall have been first finally and judicially determined that the failure or default exists, and then Lessee shall be given a reasonable time to correct any default so determined, or at Lessee's election it may surrender the lease with the option of reserving under the terms of this lease each producing well and the spacing or proration unit, or communitized area surrounding such well as designated by the Oil and Gas Conservation Commission of the State of Colorado, together with the right of ingress and egress. Lessee shall not be liable in damages for breach of any implied covenant or obligation.
14. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of ~~two~~ (2) years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term One Hundred Fifty percent (150%) of the original bonus consideration amount agreed upon by Lessor and Lessee.

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

SIGNATURE PAGE TO FOLLOW:

LESSOR: MICHAEL FRANCIS RENZELLI

Michael Francis Renzelli  
By:

ACKNOWLEDGEMENT

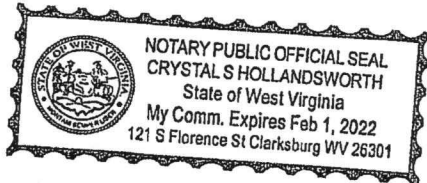
STATE OF WV  
COUNTY OF Harrison

BEFORE ME, the undersigned, a Notary Public, personally appeared Michael Francis Renzelli, on the 15 day of June 2017 to me known to be the identical person(s), described and who executed the foregoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: 2/1/22

Crystal Hollandsworth  
Notary Public, State of WV

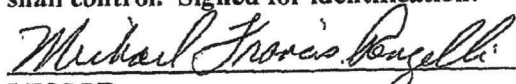


**EXHIBIT A**

Attached to and made a part of that certain Oil and Gas Lease dated effective May 4, 2017, by and between MICHAEL FRANCIS RENZELLI, as Lessor, and INCLINE NIOBRARA PARTNERS, LP, as Lessee.

16. **DRILLING OPERATIONS.** Any provision herein to the contrary notwithstanding, Lessee shall not have commenced or otherwise become engaged in drilling operations for any well until such time as when (i) a drilling rig capable of drilling the well to the permitted depth has been assembled, and (ii) the drill bit propelled by same has penetrated the surface of earth in a good faith effort to continuously prosecute the drilling of such well to the permitted depth.
17. **SHUT-IN TIME LIMIT.** This lease may be maintained in force solely by reason of any term or provision of Paragraph 3 for a maximum of thirty-six (36) calendar months. After the end of the primary term, any calendar month during which there is no production in paying quantities obtained from or allocated to the lands covered by this lease, and no part of such calendar month is covered by any savings provision (as provided in paragraph 1), shall be counted and included in this shut-in time limit. These months shall accrue, consecutively or non-consecutively, at any time after the end of the primary term. This provision shall not impair the right of Lessee to maintain this lease by any manner otherwise provided herein.
18. **PUGH CLAUSE.** This lease shall terminate at the end of the primary term as to all of the lands covered by this lease, except as to lands located within a production or spacing unit, prescribed or permitted by law or administrative authority, on which there is located a well producing or capable of producing oil or gas in paying quantities, or on which drilling or reworking operations are being continuously prosecuted (as defined in paragraph 1), or on which shut-in royalty may be paid or tendered. This provision shall not impair the right of Lessee to maintain this lease by any manner otherwise provided herein.
19. **SEPARATE TRACTS CLAUSE.** After the end of the primary term, and after the end of any continuous drilling operations (as provided in paragraph 1), each production or spacing unit shall be maintained independently, and shall be treated for all purposes as if the lands covered by this lease and included in each such production or spacing unit had each been specifically described in separate lease agreements, each containing all of the terms and provisions of this lease agreement.

In the event of any conflict or inconsistency between the provisions of the printed Paid-Up Oil and Gas Lease form and the provisions of this Exhibit, the provisions of this Exhibit shall control. Signed for identification:

  
LESSOR



**PAID-UP OIL AND GAS LEASE**

THIS AGREEMENT executed and effective as of May 4<sup>th</sup>, 2017 by and between Beatrice Anne Renzelli Scott, whose mailing address is 602 Hickory Lane, Bridgeport, WV 26330, as Lessor (whether one or more), and INCLINE NIOBRARA PARTNERS, LP whose mailing address is 5019 N. Central Expressway, Suite B Dallas, TX 75205, as Lessee,

WITNESSETH: Lessor in consideration of Ten and No/100 Dollars (\$10.00) and other valuable considerations, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purposes of investigating, prospecting, drilling, mining and exploring (including the exclusive right to conduct geophysical/seismic operations and other related activities) for and producing oil, gas and all other minerals, laying pipe lines, building drill sites, access roads, tanks, power stations, telephone lines, and other structures thereon to produce, save, take care of, treat, transport and own said products and for dredging and maintaining canals, constructing roads and bridges, and building houses for its employees, and, in general, for all appliances, structures, equipment, servitudes and privileges which may be necessary, useful or convenient to or in connection with any such operations conducted by Lessee thereon, or on any lands pooled therewith, the following described land in Weld County, Colorado, to-wit:

**Township 3 North, Range 68 West, 6<sup>th</sup> P.M.**

Section 17: All that part of the E/2 described in the Warranty Deed dated March 16, 1954, recorded at Reception No. 1177153 in the Office of the Clerk and Recorder of Weld County, Colorado, between John A. Rush, as Grantor, and Dale W. Wright and Eva P. Wright, as Grantees, which Warranty Deed is incorporated herein by reference. For convenience purposes only, the leased premises are more specifically described as follows:

All that portion of section seventeen (17), in township three (3) north, of range sixty-eight (68) west of the 6<sup>th</sup> P.M., situated north of the Highland Ditch and east of the Mead Lateral and one tract of land including to the approximate center lines of said ditches, described as follows: Beginning at the northeast corner of said section 17, thence south 1° 33' east (Var. 14° 30' E.) along the east line of said section 1419 feet, thence south 80° 10' west along the Highland Ditch 1242 feet, thence along the Mead Lateral north 9° 20' west 336 feet, thence north 2° 5' west 480 feet, thence north 18° 5' east 296 feet, thence north 8° 30' east 544 feet, to the north line of said section 17, thence east along said north line 1085 feet to the place beginning, the same being a portion of the east half (E $\frac{1}{2}$ ) of the northeast quarter (NE $\frac{1}{4}$ ) of said section and containing 42.5 acres, more or less.

Containing 42.5 acres more or less.

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

This lease also covers and includes any other strips and gores of land owned by the Lessor in the above mentioned Section or Sections, all property acquired by prescription and all accretion or alluvion attaching to or forming a part of said land; as well as any mineral interest underneath any streets, alleys, lanes, roads, streams, bayous, railroads, ditches, canals or other rights-of-way, public, private or abandoned, adjoining or traversing the lands described herein, whether or not specifically described or not. Whether or not any reduction in payment shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interest in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

1. **TERM:** It is agreed that this lease shall remain in force for a term of Four (4) years from the effective date (the "Primary Term") and as long thereafter as oil, gas, or other minerals, or any of them is produced from said land or premises pooled therewith or drilling operations are conducted as hereinafter provided. If prior to discovery of oil, gas, or other minerals on said land, or on acreage pooled therewith, Lessee should drill a dry hole or holes thereon, or if after discovery of oil, gas, or other minerals, production thereof should cease for any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within one hundred twenty (120) days thereafter. If, at the expiration of the Primary Term, oil, gas, or other minerals are not being produced on or from said land or said pooled premises but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or spacing or operating unit which includes all or a part of said land, and drilling or reworking operations shall be considered to be continuously prosecuted if not more than one hundred twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil, gas, or other minerals shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration date of the Primary Term, this lease shall continue in force so long thereafter as oil, gas or other minerals are produced from the leased premises or from any such unit which includes all or a part of said lands. If, after the expiration of the Primary Term, production on said land shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling or reworking a well within one hundred twenty (120) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.
2. **ROYALTY:** The royalties to be paid by Lessee are: (a) on oil, and other hydrocarbons which are produced at the well in liquid form by ordinary production methods, twenty percent (20.00%) of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipe line to which the wells may be connected; Lessor's interest in either case to bear its proportion of any expenses for treating the oil to make it marketable as crude; Lessee may from time to time purchase any royalty oil or other liquid hydrocarbons in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas, or other gaseous substance produced from said land and sold or used off the premises or for the extraction of gasoline or other products therefrom, the market value at the well of twenty percent (20.00%) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be twenty percent (20.00%) of the amount realized from such sale, such gas, casinghead gas, residue gas, or gas of any other nature or description whatsoever, as may be disposed of for no consideration to Lessee, either through unavoidable waste or leakage, or in order to recover oil or other liquid hydrocarbons, or returned to the ground, shall not be deemed to have been sold or used either on or off the premises within the meaning of this paragraph; (c) on all other minerals mined and marketed, twenty percent (20.00%), either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be one dollar (\$1.00) per long ton.
3. **SHUT-IN ROYALTY:** If a well capable of producing oil, gas, gas and gas condensate, gas and oil, or other minerals located on said land, or on acreage pooled or unitized therewith, is at any time shut-in and no oil, gas, gas condensate or other minerals therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on said land producing oil or gas or other minerals in paying quantities and this lease shall continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof; Lessee shall use reasonable diligence to produce and market oil, gas, gas and gas condensate, gas and oil, or other minerals, capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to Lessor and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease next ensuing after the expiration of ninety (90) days following the shutting-in of such well, and annually thereafter, while such well is so shut-in, as royalty, the sum of one dollar (\$1.00) per net mineral acre covered by this lease. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check mailed or delivered directly to Lessor or to a depository bank designated by Lessor. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered, to such owner or to such owners' credit in the depository bank designated by such owner, royalty ownership as of the last day of each such annual period as shown by Lessee's record shall determine the amounts and the party or parties entitled to receive such payment.
4. **THIS IS A PAID-UP LEASE.** It is understood and agreed that the consideration first recited herein, the cash down payment, which payment is accepted as good and sufficient consideration for the rights conveyed to Lessee hereunder, covers all of the rights and privileges granted to the end of the primary term as aforesaid, and any and all other rights conferred, and that Lessee shall not be obligated to commence or continue any operations during the Primary Term.
5. Lessee may, at any time, release this lease as to any stratum or strata and as to part or all of the lands above described after which all payments and liabilities thereafter to accrue as to the lands released shall cease. In the event of a partial release, any payments required to maintain this lease shall be



reduced proportionately.

6. **POOLING:** 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 reworking operations or a well shut-in for want of 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 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 allocations 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 lands 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 to Lessee.
7. **LESSOR INTEREST:** If Lessor owns a less interest in the above described land than the entire mineral estate therein, then the royalties herein provided shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole mineral estate.
8. **ASSIGNMENT OF LEASE:** The privilege of assigning in whole or in part is expressly allowed, although it is agreed that no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee. If the estate of either party hereto is assigned, the covenants hereof shall extend to the heirs, executors, administrators, successors or assigns of the Assignor, but, no change in the ownership of the land or assignment of royalties shall be binding on the Lessee until after the Lessee has been furnished with certified copies of recorded title documents transferring title from Lessor. In the event of death of any person entitled to royalties hereunder, Lessee may pay or tender such royalties to the credit of the deceased or of the estate of the deceased into escrow, as provided by law, until such time Lessee is furnished with proper evidence of the appointment and qualification of an executor, administrator or personal representative of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.
9. Lessee shall comply with all laws regulations and orders of any Governmental body purporting to exercise authority over the lands covered by this lease or the person of the Lessor herein and in so complying Lessee shall not be responsible for determining the legality, validity or constitutionality of any such law, regulation, or order enacted or issued by an such Governmental body. In determining the residence of Lessor for purposes of complying with such laws or regulations Lessee may rely upon the last known address of Lessor. Neither any error in the determination of the residence or status of Lessor nor an error in the payment of any sums of money due or payable to Lessor under the terms of this lease which is made during the course of or as a result of Lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against Lessee. All of Lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or orders asserted as official by or under public authority claiming jurisdiction, or is prevented or hindered by any force majeure (defined in paragraph 11 below), and this lease shall not be terminated in whole or in part, nor Lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which Lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, Lessee shall pay an annual delay rental on or before the anniversary dates hereof in the manner and in the amount above provided.
10. **DELAY:** When drilling, reworking, production or other operations are delayed or interrupted by force majeure, that is, by storm, flood or other acts of God, fire, war, rebellion, insurrection, riot, or as a result of some law, order, ordinance, rule, regulation, requisition or necessity of the government, federal, state or municipal, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding, but this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such drilling or reworking operations on, or producing oil, gas, casinghead gas, condensate or other minerals from, the premises; provided that during any period that this lease is continued in force after its primary term solely by force majeure as herein provided, Lessee shall pay to the owners of the royalty hereunder the shut-in royalty provided in paragraph 3 hereof, and in the manner therein provided, without regard to whether or not there is a producing well shut in, located on said land or on land with which the lease premises or any part thereof has been pooled.
11. **MULTIPLE LESSORS:** It is expressly understood and agreed that there shall be no obligation on the part of Lessee to offset wells on separate tracts into which the land covered by this lease may be now or hereafter divided by sale, or otherwise, or to furnish separate measuring, or receiving tanks. This lease shall be binding upon all who execute it, whether or not named in the body hereof as Lessor, and without regard to whether this same instrument, or any copy thereof, shall be executed by any other Lessor named above.
12. **TITLE:** Lessee at its option shall have the right to redeem for Lessor, by payment, any mortgage, 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. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any royalties which become due Lessor hereunder and to repay itself therefrom, and the retention of such royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made. In the event the leased lands are encumbered by a mortgage, then prior to the payment of any royalties due hereunder, Lessor agrees to obtain a subordination of mortgage, at Lessor's expense, in a form acceptable to Lessee.
13. **DEFAULT:** This lease shall not be terminated, forfeited or cancelled for failure by Lessee to perform in whole or in part any of its implied covenants, conditions or stipulations until it shall have been first finally and judicially determined that the failure or default exists, and then Lessee shall be given a reasonable time to correct any default so determined, or at Lessee's election it may surrender the lease with the option of reserving under the terms of this lease each producing well and the spacing or proration unit, or communitized area surrounding such well as designated by the Oil and Gas Conservation Commission of the State of Colorado, together with the right of ingress and egress. Lessee shall not be liable in damages for breach of any implied covenant or obligation.
14. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of two (2) years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term One Hundred Fifty percent (150%) of the original bonus consideration amount agreed upon by Lessor and Lessee.

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

## SIGNATURE PAGE TO FOLLOW:

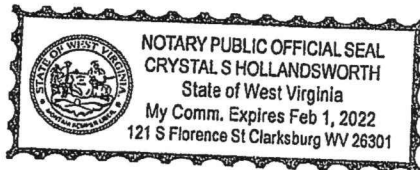
LESSOR: Beatrice Anne Renzelli ScottBy: Beatrice Anne Renzelli Scott

## ACKNOWLEDGEMENT

STATE OF WV  
COUNTY OF Harrison

BEFORE ME, the undersigned, a Notary Public, personally appeared Beatrice Anne Renzelli Scott, on the 15 day of June 2017 to me known to be the identical person(s), described and who executed the foregoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my notarial seal the day and year last above written

My Commission Expires: 2/1/22Notary Public, State of WV

**EXHIBIT A**

Attached to and made a part of that certain Oil and Gas Lease dated effective May 4, 2017, by and between Beatrice Anne Remzelli Scott, as Lessor, and INCLINE NIOBRARA PARTNERS, LP, as Lessee.

16. **DRILLING OPERATIONS.** Any provision herein to the contrary notwithstanding, Lessee shall not have commenced or otherwise become engaged in drilling operations for any well until such time as when (i) a drilling rig capable of drilling the well to the permitted depth has been assembled, and (ii) the drill bit propelled by same has penetrated the surface of earth in a good faith effort to continuously prosecute the drilling of such well to the permitted depth.
17. **SHUT-IN TIME LIMIT.** This lease may be maintained in force solely by reason of any term or provision of Paragraph 3 for a maximum of thirty-six (36) calendar months. After the end of the primary term, any calendar month during which there is no production in paying quantities obtained from or allocated to the lands covered by this lease, and no part of such calendar month is covered by any savings provision (as provided in paragraph 1), shall be counted and included in this shut-in time limit. These months shall accrue, consecutively or non-consecutively, at any time after the end of the primary term. This provision shall not impair the right of Lessee to maintain this lease by any manner otherwise provided herein.
18. **PUGH CLAUSE.** This lease shall terminate at the end of the primary term as to all of the lands covered by this lease, except as to lands located within a production or spacing unit, prescribed or permitted by law or administrative authority, on which there is located a well producing or capable of producing oil or gas in paying quantities, or on which drilling or reworking operations are being continuously prosecuted (as defined in paragraph 1), or on which shut-in royalty may be paid or tendered. This provision shall not impair the right of Lessee to maintain this lease by any manner otherwise provided herein.
19. **SEPARATE TRACTS CLAUSE.** After the end of the primary term, and after the end of any continuous drilling operations (as provided in paragraph 1), each production or spacing unit shall be maintained independently, and shall be treated for all purposes as if the lands covered by this lease and included in each such production or spacing unit had each been specifically described in separate lease agreements, each containing all of the terms and provisions of this lease agreement.

In the event of any conflict or inconsistency between the provisions of the printed Paid-Up Oil and Gas Lease form and the provisions of this Exhibit, the provisions of this Exhibit shall control. Signed for identification:

Beatrice Anne Remzelli Scott  
LESSOR

**PAID-UP OIL AND GAS LEASE**

THIS AGREEMENT executed and effective as of May 4<sup>th</sup>, 2017 by and between Julia Maria Renzelli Kemmerer, whose mailing address is 130 Driftwood Road, Bridgeport, WY 26330, as Lessor (whether one or more), and INCLINE NIOBRARA PARTNERS, LP whose mailing address is 5019 N. Central Expressway, Suite B Dallas, TX 75205, as Lessee,

WITNESSETH: Lessor in consideration of Ten and No/100 Dollars (\$10.00) and other valuable considerations, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purposes of investigating, prospecting, drilling, mining and exploring (including the exclusive right to conduct geophysical/seismic operations and other related activities) for and producing oil, gas and all other minerals, laying pipe lines, building drill sites, access roads, tanks, power stations, telephone lines, and other structures thereon to produce, save, take care of, treat, transport and own said products and for dredging and maintaining canals, constructing roads and bridges, and building houses for its employees, and, in general, for all appliances, structures, equipment, servitudes and privileges which may be necessary, useful or convenient to or in connection with any such operations conducted by Lessee thereon, or on any lands pooled therewith, the following described land in Weld County, Colorado, to-wit:

**Township 3 North, Range 68 West, 6<sup>th</sup> P.M.**

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Containing 42.5 acres more or less.

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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5. Lessee may, at any time, release this lease as to any stratum or strata and as to part or all of the lands above described after which all payments and liabilities thereafter to accrue as to the lands released shall cease. In the event of a partial release, any payments required to maintain this lease shall be

reduced proportionately.

6. **POOLING:** 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 reworking operations or a well shut-in for want of 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 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 allocations 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 lands 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 to Lessee.
7. **LESSOR INTEREST:** If Lessor owns a less interest in the above described land than the entire mineral estate therein, then the royalties herein provided shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole mineral estate.
8. **ASSIGNMENT OF LEASE:** The privilege of assigning in whole or in part is expressly allowed, although it is agreed that no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee. If the estate of either party hereto is assigned, the covenants hereof shall extend to the heirs, executors, administrators, successors or assigns of the Assignor, but, no change in the ownership of the land or assignment of royalties shall be binding on the Lessee until after the Lessee has been furnished with certified copies of recorded title documents transferring title from Lessor. In the event of death of any person entitled to royalties hereunder, Lessee may pay or tender such royalties to the credit of the deceased or of the estate of the deceased into escrow, as provided by law, until such time Lessee is furnished with proper evidence of the appointment and qualification of an executor, administrator or personal representative of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.
9. Lessee shall comply with all laws regulations and orders of any Governmental body purporting to exercise authority over the lands covered by this lease or the person of the Lessor herein and in so complying Lessee shall not be responsible for determining the legality, validity or constitutionality of any such law, regulation, or order enacted or issued by an such Governmental body. In determining the residence of Lessor for purposes of complying with such laws or regulations Lessee may rely upon the last known address of Lessor. Neither any error in the determination of the residence or status of Lessor nor an error in the payment of any sums of money due or payable to Lessor under the terms of this lease which is made during the course of or as a result of Lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against Lessee. All of Lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or orders asserted as official by or under public authority claiming jurisdiction, or is prevented or hindered by any force majeure (defined in paragraph 11 below), and this lease shall not be terminated in whole or in part, nor Lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which Lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, Lessee shall pay an annual delay rental on or before the anniversary dates hereof in the manner and in the amount above provided.
10. **DELAY:** When drilling, reworking, production or other operations are delayed or interrupted by force majeure, that is, by storm, flood or other acts of God, fire, war, rebellion, insurrection, riot, or as a result of some law, order, ordinance, rule, regulation, requisition or necessity of the government, federal, state or municipal, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding, but this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such drilling or reworking operations on, or producing oil, gas, casinghead gas, condensate or other minerals from, the premises; provided that during any period that this lease is continued in force after its primary term solely by force majeure as herein provided, Lessee shall pay to the owners of the royalty hereunder the shut-in royalty provided in paragraph 3 hereof, and in the manner therein provided, without regard to whether or not there is a producing well shut in, located on said land or on land with which the lease premises or any part thereof has been pooled.
11. **MULTIPLE LESSORS:** It is expressly understood and agreed that there shall be no obligation on the part of Lessee to offset wells on separate tracts into which the land covered by this lease may be now or hereafter divided by sale, or otherwise, or to furnish separate measuring, or receiving tanks. This lease shall be binding upon all who execute it, whether or not named in the body hereof as Lessor, and without regard to whether this same instrument, or any copy thereof, shall be executed by any other Lessor named above.
12. **TITLE:** Lessee at its option shall have the right to redeem for Lessor, by payment, any mortgage, 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. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any royalties which become due Lessor hereunder and to repay itself therefrom, and the retention of such royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made. In the event the leased lands are encumbered by a mortgage, then prior to the payment of any royalties due hereunder, Lessor agrees to obtain a subordination of mortgage, at Lessor's expense, in a form acceptable to Lessee.
13. **DEFAULT:** This lease shall not be terminated, forfeited or cancelled for failure by Lessee to perform in whole or in part any of its implied covenants, conditions or stipulations until it shall have been first finally and judicially determined that the failure or default exists, and then Lessee shall be given a reasonable time to correct any default so determined, or at Lessee's election it may surrender the lease with the option of reserving under the terms of this lease each producing well and the spacing or proration unit, or communitized area surrounding such well as designated by the Oil and Gas Conservation Commission of the State of Colorado, together with the right of ingress and egress. Lessee shall not be liable in damages for breach of any implied covenant or obligation.
14. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of two (2) years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term One Hundred Fifty percent (150%) of the original bonus consideration amount agreed upon by Lessor and Lessee.

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

SIGNATURE PAGE TO FOLLOW:

LESSOR: Julia Marie Renzelli Kemmerer

By: Julia Marie Renzelli Kemmerer

ACKNOWLEDGEMENT

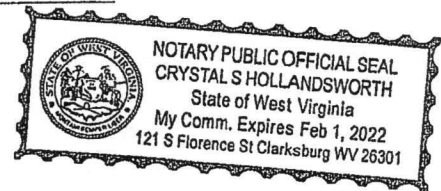
STATE OF WV  
COUNTY OF Harrison

BEFORE ME, the undersigned, a Notary Public, personally appeared Julia Marie Renzelli Kemmerer, on the 15 day of June, 2017 to me known to be the identical person(s), described and who executed the foregoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: 2/1/22

Crystal Hollandsworth  
Notary Public, State of WV





**EXHIBIT A**

Attached to and made a part of that certain Oil and Gas Lease dated effective May 4, 2017, by and between Julia Marie Renzelli Kemmerer, as Lessor, and INCLINE NIOBRARA PARTNERS, LP, as Lessee.

16. **DRILLING OPERATIONS.** Any provision herein to the contrary notwithstanding, Lessee shall not have commenced or otherwise become engaged in drilling operations for any well until such time as when (i) a drilling rig capable of drilling the well to the permitted depth has been assembled, and (ii) the drill bit propelled by same has penetrated the surface of earth in a good faith effort to continuously prosecute the drilling of such well to the permitted depth.
17. **SHUT-IN TIME LIMIT.** This lease may be maintained in force solely by reason of any term or provision of Paragraph 3 for a maximum of thirty-six (36) calendar months. After the end of the primary term, any calendar month during which there is no production in paying quantities obtained from or allocated to the lands covered by this lease, and no part of such calendar month is covered by any savings provision (as provided in paragraph 1), shall be counted and included in this shut-in time limit. These months shall accrue, consecutively or non-consecutively, at any time after the end of the primary term. This provision shall not impair the right of Lessee to maintain this lease by any manner otherwise provided herein.
18. **PUGH CLAUSE.** This lease shall terminate at the end of the primary term as to all of the lands covered by this lease, except as to lands located within a production or spacing unit, prescribed or permitted by law or administrative authority, on which there is located a well producing or capable of producing oil or gas in paying quantities, or on which drilling or reworking operations are being continuously prosecuted (as defined in paragraph 1), or on which shut-in royalty may be paid or tendered. This provision shall not impair the right of Lessee to maintain this lease by any manner otherwise provided herein.
19. **SEPARATE TRACTS CLAUSE.** After the end of the primary term, and after the end of any continuous drilling operations (as provided in paragraph 1), each production or spacing unit shall be maintained independently, and shall be treated for all purposes as if the lands covered by this lease and included in each such production or spacing unit had each been specifically described in separate lease agreements, each containing all of the terms and provisions of this lease agreement.

In the event of any conflict or inconsistency between the provisions of the printed Paid-Up Oil and Gas Lease form and the provisions of this Exhibit, the provisions of this Exhibit shall control. Signed for identification:

Julia Marie Renzelli Kemmerer  
LESSOR