

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 5th day of January, 1987  
by and between CARL H. BERNKLAU AND NORA RUTH ALEXANDER BERNKLAU, husband and wife  
of 7880 309 Road, Rifle, CO 81650 hereinafter called lessor (whether one or more) and  
BARRETT ENERGY COMPANY  
of 1125 Seventeenth St., Denver, CO 80202 hereinafter called lessee:

BOOK 705 PAGE 478

WITNESSETH, That the said lessor, for and in consideration of ten and more (\$10.00 + ) DOLLARS  
cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to  
be paid, kept and performed, has granted, demised, leased, and let and by these presents does grant, demise, lease and let unto the said lessee,  
its successors and assigns for the sole and only purposes of surveying by geological, geophysical and all other methods, mining and operating  
for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products,  
all that certain tract of land, together with any reversionary rights therein, situate in the County of Garfield  
State of Colorado, described as follows, to wit:

Township 6 South, Range 94 West, 6th P.M.  
Section 33: SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$

Township 7 South, Range 94 West, 6th P.M.  
Section 4: Lots 2 (40.22), 3 (40.38),  
4 (40.52), S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$   
Section 5: NE $\frac{1}{4}$ SE $\frac{1}{4}$

See Exhibit "A" attached hereto and made a part of this oil and gas lease.

and containing 641.12 acres, more or less. It is agreed that this lease shall remain in force for a term of five (5)  
years from date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, its successors and assigns.

In consideration of the premises the said lessee covenants and agrees:

First. The lessee shall deliver to the credit of lessor as royalty, free of cost in the pipe line to which lessee may connect its wells, the equal  
one-eighth part of all oil produced and saved from the leased premises, or, at lessee's option, may buy or sell such one-eighth royalty and pay lessor  
the market price for oil of like grade and gravity prevailing in the field on the day such oil is run into pipe lines or into storage tanks.

Second. To pay lessor one-eighth ( $\frac{1}{8}$ ) of the proceeds received for gas sold from each well where gas only is found, or the market value at  
the well of such gas used off the premises.

Third. To pay lessor one-eighth ( $\frac{1}{8}$ ) of the market value at the well for gas produced from any oil well and used off the premises, or for  
the manufacture of casing-head gasoline or dry commercial gas.

If no well be commenced on said land on or before the 5th day of January, 1988, this lease shall terminate  
as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the  
First National Bank at P.O. Box 908, Glenwood Springs, CO 81601  
of its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part  
thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of  
TWO THOUSAND SIX HUNDRED EIGHTY-NINE and 20/100-----DOLLARS,

which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner  
and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively.  
And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when  
said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Rentals  
may be paid by check or draft and may be remitted by mail. Mailing of rental on or before the rental-paying date shall be deemed a timely tender  
thereof and shall preclude termination of this lease. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of  
rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the  
land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next ensuing rental-paying  
date after the expiration of ninety (90) days from the date of such dry hole or cessation of production, this lease shall terminate as to both parties,  
unless the lessee, on or before the rental-paying date next ensuing after the expiration of ninety (90) days from the date of the completion of the dry  
hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided, and it is  
agreed upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the  
effect thereof, shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production  
ceases at any time subsequent to ninety (90) days prior to the beginning of the last year of the primary term, no rental payment or operations are  
necessary in order to keep the lease in force during the remainder of the primary term. If, after the expiration of the primary term hereof, production  
shall cease from any cause, this lease shall not terminate if lessee resumes operations for the drilling of a well or restoration of production within  
ninety (90) days from such cessation, and this lease shall remain in force and effect during the prosecution of such operations and, if production  
results therefrom, then as long thereafter as such production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well on the lands covered hereby, or on  
other lands with which said lands are pooled or unitized, which is capable of producing in paying quantities, but which is shut-in either before or  
after production therefrom, and the production therefrom is not being sold or used, lessee agrees to pay or tender to the mineral owners in the depository  
bank named in the lease, as royalty, a sum equal to the amount of delay rentals payable under this lease. Such payments shall be made on or before  
the shut-in royalty payment date, as herein defined, next accruing after the expiration of ninety (90) days from the date the well was shut-in, unless prior  
to such date gas from the well is produced and sold or used. In like manner, on or before each succeeding shut-in royalty payment date while such gas  
well remains shut-in, lessee shall make payment of shut-in gas royalty in the same amount and manner. A shut-in gas well capable of producing in paying  
quantities shall be considered under all provisions of this lease as a producing well and this lease shall be in force and effect in like manner as though  
the gas therefrom were actually being produced and sold or used. The term "gas well" shall include wells capable of producing natural gas, condensate,  
distillate, or any gaseous substance, and wells classified as gas wells by any governmental authority. The term "shut-in royalty payment date" shall  
mean any rental-paying date of this lease if within the primary term, or any subsequent anniversary thereof, if after the primary term, or any anni-  
versary date of this lease if no rental-paying date is specified herein.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals  
herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rentals shall be  
increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells  
and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right  
to draw and remove casing.

Lessee shall pay for damages caused by its operations on said lands. When requested by the lessor, lessee shall bury his pipe lines below plow  
depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease  
or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or ad-  
visable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not  
exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for  
obtaining the maximum allowable production from one well, or 80 acres each for the production of oil, or 640 acres each for the production of gas,  
whichever is the larger, plus a tolerance over the maximum area of 80 acres for the production of oil or 640 acres for the production of gas to include  
additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing  
in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and de-  
velopment and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall  
be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased  
premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in  
the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in  
the land placed in such unit.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall  
extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties  
shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy thereof; and it is hereby  
agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall  
fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this  
lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rentals. An assign-  
ment of this lease, in whole or in part, shall as to the extent of such assignment relieve and discharge the lessee of all obligations hereunder.



Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal offices, boards, commissions or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or constitute a cause for the termination, forfeiture, reversion or reversion of any estate or interest herein and hereby created and set out, nor shall any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof; and while any such purport to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance operate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee shall have the right to drill to completion with reasonable diligence and dispatch (1) any well commenced within the term of this lease and (2) any well commenced before the completion of a well which has been commenced within such term. If oil and gas or either of them be found in paying quantities in any such well, this lease shall continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of record in the proper county. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

Lessor hereby releases and relinquishes any right of homestead, dower or curtesy they or either of them may have in or to the leased land. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any 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.

This lease and all its terms, conditions and stipulations binds each executing lessor and shall extend to and be binding on his assigns, heirs and devisees and successors, and those of the lessee, though unsigned by other lessors named herein.

IN WITNESS WHEREOF, We sign the day and year first above written.  
Carl H. Bernklau (SEAL) Nora Ruth Alexander Bernklau (SEAL)  
S.S. # 521-36-3369 (SEAL) S.S. # 522-84-3198 (SEAL)

STATE OF COLORADO }  
COUNTY OF GARFIELD } SS.  
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of January, 1987, personally appeared Carl H. Bernklau and Nora Ruth Alexander Bernklau, husband and wife, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires Dec 16, 1988 Notary Public

STATE OF }  
COUNTY OF } SS.  
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of 19, personally appeared, to me known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that they executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires Notary Public

OIL AND GAS LEASE	
FROM	TO
Dated	19
Lot	Block
Section	Township
Range	County
No. of acres	Term
STATE OF	SS.
COUNTY OF	
This instrument was filed for record on the day of 19, at o'clock M., and duly recorded in Book Page of the records of this office.	
By	County Clerk—Register of Deeds.
When Recorded	Deputy.
Return to	

STATE OF }  
COUNTY OF } SS.  
On this day of 19, before me appeared, to me personally known, who, being by me duly sworn, did say that he is President of, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal the day and year last above written.  
My Commission Expires Notary Public



EXHIBIT "A"

Attached to and made a part of that Oil & Gas Lease dated January 5, 1987, between Carl H. Bernklau and Nora Ruth Alexander Bernklau, husband and wife, as Lessors and Barrett Energy Company as Lessee:

1. After the expiration of the primary term, this lease may only be kept in effect by production or the payment of shut in royalties in the amount of \$5.00 per mineral acre per annum.
2. Should a well capable of producing gas be completed on the above described premises, Lessor may have the privilege of, or at his sole cost and liability, the use of gas from said well for one farm residence and for residential water pumping and use in farm buildings in an amount not to exceed 1200 MCF of gas per year. Barrett Energy or its contractors, will at the request of Lessor install necessary equipment and bill Lessors for the equipment installation.
3. Lessee hereby agrees that no operations will be conducted on the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 33, Tp. 6 S., Rg. 94 W., 6th P.M., without the prior written consent of Lessors.
4. Notwithstanding anything to the contrary contained herein, this lease shall cover oil, gas, gas condensate, gas distillate, casinghead gas and other gases and their respective constituent vapors. This lease does not include other minerals.
5. Lessee shall be allowed the use of Lessors abstracts and in return shall update said abstracts and provide Lessor with said updated abstracts after title examination. Lessee also agrees to supply Lessor with copies of any title opinions covering said lands if any title opinions are made.
6. All existing springs, water wells, water reservoirs and water rights from Cache Creek and other sources are the sole property of Lessors. Lessee is hereby granted the right to purchase water, if available, from Lessors for drilling operations only, on said premises. Lessor has the right, at his option, and at his sole risk and expense, to convert any wells deemed "dry" for gas or oil, by Lessee, to water wells. Lessor shall reimburse Lessee for any casing used by said Lessor to the depth of water well which is to be kept by Lessor. Lessee shall not remove any water produced from operations on said premises for use off the premises, without further written consent of Lessors. Lessee to negotiate the right to use water produced from any exploratory wells on said premises for the sole purpose of drilling additional wells on said premises free of any charge from Lessors.
7. Lessee shall inform Lessors as to depth and quantities of water, to the best of their abilities.
8. Lessee shall pay all taxes on any construction they have put on the leased premises in connection with drilling, piping, pressure facilities and any other structures or installations they make on the premises while under lease. Lessee shall carry liability insurance in connection with their drilling, structures, installations and operations on said property.
9. Prior to the drilling of any wells, Lessee hereby agrees to negotiate with Lessors a separate agreement with regards to surface damages, roadways, and placement of facilities for use in Lessee's operation. Also before commencement of drilling operations on any of the herein leased premises, Lessor and Lessee hereby agree to negotiate provisions for restoration of the drill site.
10. Lessee agrees to pay to Lessors a delay rental payment of \$5.00 per net mineral acre per annum, for the last four years of this lease, during any year in which there is no production payment or shut-in royalty payment.

Carl H. Bernklau  
Carl H. Bernklau

Nora Ruth Alexander Bernklau  
Nora Ruth Alexander Bernklau

Garfield County  
FEB 13 1987  
Garfield County  
Fees \$ 9.00

Garfield County  
Fees \$ 9.00