

Guaranteed Title Group, LLC
509 Lincoln Avenue
PO Box 772611
Steamboat Springs, CO 80477
Phone: 970-875-2953
Fax:

Transmittal Information

Date: 06/04/2025
File No: 15222GTG
Property Address: TBD, Craig, CO 81625
Buyer\Borrower: TBD
Seller: David D. Silver

For changes and updates please contact your Escrow officer(s):

Escrow Officer:

Jane Denning
Guaranteed Title Group, LLC
509 Lincoln Avenue
PO Box 772611
Steamboat Springs, CO 80477
Phone: 970-875-2953

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PO Box 772611
Steamboat Springs, CO 80477
Phone: 970-875-2953

E-Mail: JDenning@gtgroupllc.com

Processor: **Blaine West**

E-Mail: BWest@gtgroupllc.com

Copies Sent to:

Buyer:
TBD

Seller:
David D. Silver

DELIVERED VIA: AGENT

DELIVERED VIA: AGENT

Buyer's Agent:

Seller's Agent:

The Group Real Estate LLC
509 Lincoln Avenue
Steamboat Springs, CO 80487
Attn: Amy Williams
Phone: 970-870-8800 Fax:
Email: awilliams@thegroupinc.com

Buyer's Attorney:

Seller's Attorney:

Lender:

TBD (buyer) Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below.

Mortgage Broker:

Phone: Fax:

Attn:

Email:

Phone: Fax:

Attn:

Email:

Additional Contacts

Misc

Guaranteed Title Group, LLC

Contact: Kiersti Taylor

Email: ktaylor@gtgroupllc.com

Thank you for using Guaranteed Title Group, LLC

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WESTCOR LAND TITLE INSURANCE COMPANY
(ALTA Adopted 07-01-2021)

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Westcor Land Title Insurance Company, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

Guaranteed Title Group, LLC

5401 Stone Creek Circle, Suite 204
Loveland, CO 80538
Phone: 970-613-4364



By: Mary O'Donnell

Mary O'Donnell - President

Attest: Donald A. Berube

Donald A. Berube - Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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SCHEDULE A1. Commitment Date: **May 21, 2025, at 12:00 am**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured:

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured:

Proposed Policy Amount:

Total:	\$	00.00
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3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**4. The Title is, at the Commitment Date, vested in:
David D. Silver

5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

****For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions and/or requirements after the designation of the Proposed Insured.**

For Informational Purposes Only: **TBD, Craig, CO 81625**APN: **085505100002**Countersigned
Guaranteed Title Group, LLC

By:


Kiersti Taylor

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File No.: 15222GTG

EXHIBIT A

The Land is described as follows:

Township 6 North, Range 91 West of the 6th P.M.

Section 4: Lots 9. 10. 11,12,15 and 16

1) Less a 13.09 acre tract in the SE corner of Lot 12, more particularly described as follows:

Beginning at the E1/4 Corner of Section 4, Township 6 North, Range 91 West of the 6th P.M.,

Thence S89°21'W, 1088.80 feet along the South boundary of said Lot 12;

Thence N45°24'E, 1509.04 feet along the East right-of-way of a county road;

Thence S00°47'E, 1047.40 feet along the East section line of said Section 4 to the point of beginning.

All as more particularly described in a Warranty Deed from Silver to Personeus recorded in Book 299 at Page 325 of the Moffat County, Colorado Records.

2) Less a 71.33 acre tract in Lots 10, 11 and 12, more particularly described as follows:

Beginning at a point from which the E1/4 Corner bears N89°02'04", 510.86 feet and S00°57'37"E, 1316.90 feet;

Thence S89°02'04"W, 2176.15 feet;

Thence S88°55'09"W, 400 feet;

Thence S1°27'47"E, 1293.80 feet;

Thence N88°53'29"E, 1885.36 feet;

Thence N46°21'06"E, 924.34 feet along a county roadway fence;

Thence N00°57'37"W, 663.22 feet to the point of beginning.

All as more particularly described in a Warranty Deed from Silver to Erwin recorded in Book 407 at Page 570 of the Moffat County, Colorado Records.

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3) Less a 2.61 acre tract in the NE portion of Lot 12, more particularly described as follows:

Beginning at a point on the East boundary of the county road right-of-way which is S00°57'37"E, 1047.4 feet from the E1/4 Corner of Section 4;

Thence N00°57'37"W, 77.45 feet along the East Section line of Section 4 to a point;

Thence S46°21'06"W, 1655.69 feet along the West right-of-way of the county road to a point;

Thence N88°53'29"E, 128.17 feet along the South boundary of Lot 12 to a point;

Thence N45°13'23"E, 1509.04 feet along the East boundary of the county road to the point of beginning.

All as more particularly described in a Quit Claim Deed from Silver to The Board of County Commissioners of the County of Moffat as recorded in Book 412 at Page 45 of the Moffat County, Colorado Records.

4) Less a 4.164 acre tract in Lot 12 and being more particularly described as follows:

Beginning at a point which is N00°57'37"W, 1124.85 feet from the E1/4 Corner of said Section 4;

Thence N00°57'37"W, 192.05 feet;

Thence S89°02'04"W, 510.86 feet;

Thence S00°57'37"E, 663.22 feet;

Thence N46°21'06"E, 348.00 feet;

Thence N43°38'54"W, 192.00 feet;

Thence N46°21'06"E, 192.00 feet;

Thence S43°38'54"E, 192.00 feet;

Thence N46°21'06"E, 155.00 feet to the point of beginning.

All as more particularly described in a Quit Claim Deed from Silver to Meats as recorded in Book 475 at Page 438 of the Moffat County, Colorado Records.

5) Less a .8 acre tract of land located in Lot 12 more particularly described as follows:

Beginning at a point from which the E1/4 Corner bears S00°57'37"E, 1124.85 feet;

Thence W43°38'54"S, 155 feet along a county roadway fence;

Thence N43°38'54"W, 192 feet;

Thence W46°21'06"S, 192 feet;

Thence S43°38'54"E, 192 feet;

Thence N46°21'06"E, 192 feet along a county roadway fence to the point of beginning.

All as more particularly described in a Personal Representative's Deed from Silver to Silver in Book 519 at Page 729 of the Moffat County, Colorado Records.

Section 5: Lots 11, 12, N1/2SW1/4, NW1/4SE1/4, SW1/4NE14

SCHEDULE B, PART I - Requirements

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

1. **Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records. a. Deed from David D. Silver to TBD conveying the land described under Schedule "A". b. Deed of Trust from TBD to The Proposed Insured Lender, encumbering the land in the amount shown on Schedule A hereof.**
2. **The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**
3. **Pay the agreed amount for the estate or interest to be insured.**
4. **Pay the premiums, fees, and charges for the Policy to the Company.**
5. **A search of the public records of Moffat County CO did not disclose a recorded mortgage encumbering the subject property. The Agent must confirm with the owner(s) that the property is free and clear and no unrecorded mortgages exist.**
6. **Improvement Survey Plat in form, content and certification C.R.S 38-51-108 satisfactory to the company. NOTE: This requirement is necessary for the issuance of Form 130 (OEC) as requested by the contract. NOTE: The above must be submitted and approved by underwriting prior to closing and exception may be made to any adverse matters.**

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following instrument(s) affecting said land is the last conveying instrument(s) filed for record within 24 months of the effective date of this Commitment: None.

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
2. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
9. An oil and gas lease, executed by Howard W. Silver and Allene O. Silver, husband and wife and Dorman Silver and Mary Silver, husband and wife as lessor(s) and by Trend Exploration Limited as lessee(s) for a primary term of 5 years, dated 02/01/1972 and recorded 03/24/1972 at [Reception No. 201482](#) in Book 375, Page 374, and any and all assignments thereof or interests therein.
10. An oil and gas lease, executed by Dorman D. Silver and Mary L. Silver, individually and as husband and wife as lessor(s) and by Inexco Oil Company as lessee(s) for a primary term of 5 years, dated 08/13/1981 and recorded 11/12/1981 at [Reception No. 271617](#) in Book 500, Page 424, and any and all assignments thereof or interests therein.
11. An oil and gas lease, executed by Dorman D. Silver and Mary L. Silver, husband and wife as lessor(s) and by Ponder Exploration, Ltd. as lessee(s) for a primary term of 3 years, dated 06/12/1999 and recorded 07/20/1999 at [Reception No. 1999L2968](#), and any and all assignments thereof or interests therein.
12. An oil and gas lease, executed by Dorman D. Silver and Mary L. Silver, husband and wife as lessor(s) and by Ponder Exploration, Ltd. as lessee(s) for a primary term of 5 years, dated 06/05/2004 and recorded 06/28/2004 at [Reception No. 2004-L-3063](#), and any and all assignments thereof or interests therein.
13. Terms, conditions, provisions, agreements, easements, and obligations specified under the Roadway Grant recorded 10/29/2008 at [Reception No. 20084443](#).

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14. An oil and gas lease, executed by Mary L. Silver, a widow as lessor(s) and by Samson Resources Company as lessee(s) for a primary term of 3 years, dated 06/08/2009 and recorded 11/04/2009 at [Reception No. 20094155](#), and any and all assignments thereof or interests therein.
15. An oil and gas lease, executed by Mary L. Silver, a widow as lessor(s) and by Samson Resources Company as lessee(s) for a primary term of 5 years, dated 03/23/2010 and recorded 05/14/2010 at [Reception No. 20101581](#), and any and all assignments thereof or interests therein.
16. Terms, conditions, provisions, agreements, easements, and obligations specified under the Memorandum of Pipeline Easement recorded 07/27/2012 at [Reception No. 20123161](#).
17. An oil and gas lease, executed by Mary L. Silver, a widow as lessor(s) and by Quicksilver Resources Inc., a Delaware corporation as lessee(s) for a primary term of 5 years, dated 07/09/2012 and recorded 09/06/2012 at [Reception No. 20123860](#), and any and all assignments thereof or interests therein.
18. Amendment of Oil and Gas Lease recorded 10/09/2012 at [Reception No. 20124432](#).
19. Option to Obtain Easement recorded 06/01/2022 at [Reception No. 20222036](#), of the Public Records of Moffat County, CO.
20. Terms, conditions, provisions, agreements, easements, and obligations specified under the Treasurer's Deed recorded 03/29/2024 at [Reception No. 20240773](#).

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

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CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

Guaranteed Title Group, LLC

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Guaranteed Title Group, LLC

Westcor Land Title Insurance Company (“WLTIC”) and **Guaranteed Title Group, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Guaranteed Title Group, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Guaranteed Title Group, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Guaranteed Title Group, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Guaranteed Title Group, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Guaranteed Title Group, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Guaranteed Title Group, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Guaranteed Title Group, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Guaranteed Title Group, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC’s website at www.wltic.com

Anti-Fraud Statement

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

RECORDED AT 1:30 O'CLOCK A.M.

NOV 12 1981

KOC 341

RECEPTION

271617

FEDERAL TERRILL RECORD

OIL AND GAS LEASE

BOOK 500

424

AGREEMENT, Made and entered into this 13th day of August, 19 81
by and between Dorman D. Silver and Mary L. Silver, individually and as husband and wife
of 565 Taylor St., Craig, Colorado 81625

Inexco Oil Company, 1100 Milan Bldg., Houston Texas 77002

hereinafter called lessor (whether one or more) and

WITNESSETH, That the said lessor, for and in consideration of ten and more Dollars (\$10.00) 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 purpose 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, situated in the County of Moffat State of Colorado, described as follows, to wit:

Township 6 North, Range 91 West

Section 4: Lots 9(40.67), 10(40.82), 11(40.94), 12(41.09), 15(40.72), 16(40.58)

Section 5: Lots 11(40.20), 12(40.21), SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$

Less a 71.33 acre tract as described in W.D., Bk. 407 pg. 570, and less a 4.164 acre tract as described in Deed, Bk. 475 pg. 599

and containing 409.74 acres, more or less.

In calculating any payments based on acreage, Lessee may consider the land contains the acreage stated, whether it actually contains more or less.

It is agreed that this lease shall remain in force for a term of five years from 1/31/82, called "primary term," 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 (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 (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 31st day of January, 19 83, 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

Moffat County State Bank, 139 E. Victory Way

Bank at Craig, Colorado 81625

or its successor or successors, or any bank with which it may be merged, or consolidate, 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 \$409.74 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 of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes drilling or reworking operations within ninety (90) 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 as production continues.

If at any time, either before or after the expiration of the primary term of this lease, there is any gas well (or gas wells) 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 anniversary 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.

If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent 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 land upon which the said lessee or any assignee hereof shall make due payment of said rental. If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

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 to growing crops 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 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 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 advisable 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 40 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 40 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 development 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.

Whenever, as a result of any cause reasonably beyond Lessee's control such as fire, flood, windstorm or other Act of God; law, order, rule or regulation of any local, State or Federal government or governmental agency; or inability to secure men, material or transportation, Lessee is prevented from complying with any express or implied obligation of this lease, Lessee shall not be liable for damages or forfeiture of this lease and Lessee's obligations shall be suspended so long as such cause persists and Lessee shall have ninety (90) days after cessation of such cause in which to resume performance.

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.

COI-945A (CO-153)

Released 3/1/88 592/405

202-10-7-81 5031392

The rights of Lessor and Lessee may be assigned in whole or in part. No change in ownership of Lessor's interest shall be binding on Lessee until after Lessee has been given notice consisting of certified copies of recorded instruments or documents necessary to establish a complete chain of record title from Lessor. No other type of notice, whether actual or constructive, shall be binding on Lessee and Lessee may continue to make payments as if no change had occurred. No present or future division of Lessor's ownership as to all or any part of said land shall enlarge the obligations or diminish the rights of Lessee, and Lessee may disregard any such division. If all or any part of Lessee's interest is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others; rental is apportionable in proportion to acreage owned by each leasehold owner.

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.

x Dorman D. Silver
Dorman D. Silver

x Mary L. Silver
Mary L. Silver

SS# 523-10-7743

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF Colorado
COUNTY OF Hoffet

On this 13th day of August, 1981, before me, the undersigned, a Notary Public, personally appeared Dorman D. Silver and Mary L. Silver, individually and as husband and wife, known to me to be the identical persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purpose and consideration therein expressed.

My commission expires:

1-11-83 (with term)

Dorman D. Silver
Residing at Craig, Colorado Notary Public

When recorded, return to:
Inexco Oil Company
Attn: Debi Bauman
1100 Milan Bldg. Suite 1900
Houston, Texas 77002

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public, personally appeared _____, known to me to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the purpose and consideration therein expressed.

My commission expires:

Residing at _____ Notary Public

BOOK 500 PAGE 425

ACKNOWLEDGMENT — INDIVIDUAL

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public, personally appeared _____, known to me to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the purpose and consideration therein expressed.

My commission expires:

Residing at _____ Notary Public

ACKNOWLEDGMENT — CORPORATION

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me, a Notary Public, personally appeared _____ of the _____ corporation that executed the within instrument, and acknowledged to me that _____ executed same as _____ free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the purpose and consideration therein expressed.

My Commission expires:

Residing at _____ Notary Public

STATE OF _____
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.

Clerk of Court — Register of Deeds

By _____ Deputy

Return to _____

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 5th Day of June 2004, Effective as of 12 June 2004, BY AND BETWEEN Dorman D. Silver and Mary L. Silver, Husband and Wife, whose Post Office Address is 565 Taylor Street, Craig Colorado 81625, hereinafter called LESSOR(S), and Ponder Exploration, Ltd., whose Post Office Address is c/o R. Craig Ponder, 6560 Fannin Street, Suite 2040, Houston., Texas 77030 hereinafter called LESSEE(S).

WITNESSETH:

1. That Lessor, in consideration of the cash bonus in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases, and lets exclusively unto Lessee for the sole and only purpose of exploring, drilling and operating for and producing oil and gas and of laying pipelines, storing oil and building tanks, telephone lines, roads and structures thereon to produce, save, care for, treat and transport said substances produced from the land leased hereunder only, the following described land situated in Moffat County, State of Colorado, to wit

Township 6 North, Range 91 West, 6th P.M.: Section 4: Lots 9, 10, 11, 12, 15 16; Section 5: Lots 11, 12, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ Less 4.164 acres described in Book 475 at Page 599 and containing 481.07 acres, more or less.

2. Subject to the other provisions hereof, this lease shall be for a term of five (5) years from this date (called "Primary Term") and as long thereafter as oil and gas, or either of them is produced in paying quantities from said land or lands with which said land is pooled hereunder and the royalties are paid as provided.

3. Lessee shall pay the following royalties, subject to the following provisions:

(a) Lessee shall either pay the Lessor fifteen (15.0%) percent of the market value at the well of all oil and other liquid hydrocarbons recovered or separated on the leased premises, produced and saved from the leased premises; provided, however, that there shall be no deductions from the value of Lessor's royalty by reason of any required processing, transportation or other matter to market said oil and other liquid hydrocarbons; or after 60 days written notice from Lessor, which notice may be given from time to time, deliver free of cost to Lessor at the wells or to the credit of Lessor into the pipeline to which the well may be connected such percentage of all oil and other liquid hydrocarbons produced and saved from the leased premises.

(b) Lessee shall pay the Lessor fifteen (15.0%) percent of the market value at the well for all gas (including oil substances contained in such gas) produced from the leased premises and sold by Lessee or used off the leased premises, including sulphur produced in conjunction therewith; provided, however, that there shall be no deductions from the value of Lessor's royalty by reason of any required processing, cost of dehydration, compression, transportation, or other matter to market such gas.

(c) Lessee shall pay Lessor royalty on all gas produced from a well on the leased premises or on lands pooled with the leased premises and sold or used off the leased premises regardless of whether or not such gas is produced to the credit of Lessee or sold under a contract executed by or binding on Lessee. Should gas be sold under a sales contract not binding on Lessor, lessor's royalty will be calculated based on the highest price paid for any of the gas produced from the well from which such gas is produced. In no event will the price paid Lessor for Lessor's share of gas be less than the price paid Lessee for Lessee's share of gas.

(d) While there is a well on the leased premises capable of producing gas in paying quantities but the production thereof is shut-in or suspended for any reason, Lessee may pay as royalty on or before 90 days after the date on which (i) production from any such well is shut-in or suspended or (ii) this lease is no longer maintained by compliance with other provisions hereof, whichever is the later date, and thereafter at annual intervals, a sum in the amount of one dollar (\$1.00) per acre, or a minimum of Fifty Dollars (\$50.00), whichever is greater, for each and every shut-in gas well; and if such payment is made or tendered in accordance with the terms hereof, this lease shall not terminate but shall continue in full force, subject to the provisions of paragraph 15, and it will be considered that gas is being produced from the leased premises in paying quantities within the meaning of each pertinent provision of this lease, it being understood and agreed that such payment shall be in lieu of and excuse payment or tender of the annual delay rentals which will have otherwise accrued and become payable under the terms and provisions hereof and in no event shall shut-in well payments maintain this lease in force for a period exceeding three (3) year(s). Lessee shall not be entitled to recover any shut-in royalty payments from the future sale of gas. Should the shut-in period extend beyond the expiration of the primary term, such shut-in provision will pertain only to the producing unit of such gas well as provided for in paragraph 15. Should such shut-in royalty payments not be made in a timely manner as provided in this paragraph, it will be considered for all purposes that there is no production or no excuse for delayed production of gas from any such well or wells and unless there is then in effect other preservation provisions of this lease, this lease shall terminate at midnight on the last day provided for the payment of such shut-in royalties, and Lessee shall thereupon furnish to lessor a release of all its interest in and to this oil and gas lease.

(e) Lessee agrees that before any gas produced from the leased premises is used or sold off the leased premises, it will be run, free of cost to Lessor, through an adequate oil and gas separator or a conventional type or equipment at least as efficient, to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered on the lease.

(f) Lessee agrees that it will not enter into any contract of sale of production from this lease which shall extend more than three years from the effective date of such sales contract unless such contract has adequate provisions for redetermination of price at intervals of not less frequently than three years to assure that production from this lease is not being sold for less than the then current fair market value. Lessee, its successors or assigns, shall advise Lessor of the price and other pertinent terms under which gas from the premises shall be sold and Lessor shall, within 30 days of receiving such notice, notify Lessee as to whether Lessee may sell Lessor's royalty share of gas under Lessee's sales contract or whether Lessor shall take and separately dispose of its royalty share of gas. In the event Lessor elects to take and separately dispose of its royalty share of gas, an appropriate gas balancing agreement shall be entered into between the parties.

(g) Within 120 days following the first sale of oil or gas produced from the leased premises, settlement shall be made by Lessee or by the purchaser for royalties due hereunder with respect to such oil or gas sold off the premises, and such royalties shall be paid monthly thereafter without the necessity of Lessor executing a division or transfer order. If said initial royalty payment is not so made under the terms hereof, this lease shall terminate as of 7 a.m. the first day of the month following the expiration of said 120-day period. After said initial royalty payment, with respect to oil or gas produced during any month, if royalty is not paid hereunder on or before the last day of the second succeeding month, this lease shall terminate at midnight of such last day.

06/28/2004 #2004-L-3063
10:30:00AM 1 OF 4

MOFFAT COUNTY, CRAIG, CO REC \$20.00
ELAINE SULLIVAN, COUNTY CLERK & RECORDER

4. If actual drilling is not commenced on said land, or on land pooled therewith, on or before twelve (12) months from the date of this lease, this lease shall then terminate, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in _____

First National Bank of the Rockies
600 9ampa Ave
Craig, CO 81625, which bank and its successors shall continue as the depository for all rentals payable hereunder, regardless of changes in ownership of delay rentals, the sum of one thousand two hundred two dollars and seventy cents { \$ 1,202.70 }(hereinafter called "rental"), which shall cover the privilege of deferring commencement of actual drilling for a period of twelve (12) months. In like manner, and upon like payments or tenders, actual drilling may be further deferred for like periods of twelve (12) months each during the primary term. The payment or tender of rentals or shut-in royalties may be made by check or draft of Lessee mailed or delivered to Lessor or to said bank on or before the date of Payment. The bonus paid hereunder is consideration for this lease and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository named above, a release or releases covering any portion or portions of said land and thereby surrender this lease as to such portion or portion and be relieved of all obligations as to the acreage surrendered, and thereafter the rental and shut-in royalty payable hereunder shall be reduced on the proportion that the acreage covered hereby is reduced by said release or releases. Lessee agrees that if at any time the aforesaid delay rental is not paid on or before the date on which same is required to be paid under the terms of this lease, or if this lease terminates for any other reason, then in said event, Lessee shall promptly prepare and execute a recordable release instrument covering the land leased hereunder and shall forward same to Lessor.

5. Lessee is hereby granted the right to pool or combine the land covered by this lease, or any part or parts thereof, as to all strata or any stratum, with any other land, as to all strata or any stratum, for the production of oil or gas. Pooling in one or more instances shall not exhaust the right of Lessee hereunder to pool this lease or portion thereof into other or different units. Units pooled for oil or gas hereunder shall not exceed the unit configuration determined by the Colorado Oil and Gas Conservation Commission, provided that if any federal or state law, executive order, rule or regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based in whole or in part on acreage per well, then any such unit may embrace as much additional acreage as may be so permitted or prescribed or as may be used in such spacing pattern or allowable. Lessee shall file a written unit designation and surveyor's plat outlining any such unit and describing the participating tracts in the county conveyance records in which the premises are located. Each such unit shall be designated before the completion of any unit well and copy of the unit designation shall be furnished to Lessor within thirty (30) days after it is filed in the appropriate county records, and if Lessee fails to do so, such unit may be declared invalid by Lessor by an instrument filed in such county records. Drilling or reworking operations and production or any part of the pooled acreage shall be treated for all purposes hereof (except the payment of royalties on such production) as if such drilling or reworking operations were upon or such production was from the land described in this lease whether the well or wells be located on the land covered by this lease or not. For the purpose of computing the royalties and other payments out of production to which the owners of such interests shall be entitled on production of oil and gas, or either of them, from any such pooled unit, there shall be allocated to the land covered by this lease and included in such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis; thus, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them so allocated to the land covered by this lease and included in the unit just as though such production were from such land. In the event only a part, or parts, of the land covered by this lease instrument is pooled or unitized with other land, or lands, so as to form a pooled unit, or units, operations on or production from such unit, or units, will maintain this lease in force only as to the land included in such unit, or units. This lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rental payments shall be reduced in proportion to the number of acres covered hereby and included in such unit or units.

6. If, prior to discovery of oil or gas on said land or land pooled therewith, Lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences reworking or actual drilling within sixty (60) days thereafter, or, if it be within the primary term, commences or resumes the payment or tender of rentals or commences actual drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty (60) days from date of completing and abandonment of said dry hole or holes or the cessation of production. If, at the expiration of the primary term, oil or gas is not being produced on said land or land pooled therewith and Lessee is then engaged in actual drilling or reworking of any well thereon, this lease shall remain in force so long as drilling or reworking is prosecuted with no cessation of more than sixty (60) consecutive days, and if such operation results in production, so long thereafter as oil or gas is produced in paying quantities from said land or land pooled therewith. In the event a well or wells producing oil or gas should be brought in on adjacent land within six hundred feet (600') of the leased premises for an oil well or within twelve hundred feet (1200') of the leased premises for a gas well, Lessee agrees to commence the drilling of an offset well within 120 days or release that portion of the leased acreage that would be allocated to such well unit. If oil or gas is discovered on the land covered by this lease, or on land pooled therewith, Lessee agrees to further develop said land covered by this lease as a reasonably prudent operator would under the same or similar circumstances. The term "gas" as used in this lease shall include gas produced from coal seams; de watering to achieve production from coal bed gas shall be acknowledged to be included in the context of accomplishing ongoing operations.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells, tanks, creeks, rivers, streams and springs, for all operations hereunder, provided that no surface water or underground fresh water will be used for water flood or pressure maintenance purposes. Lessee shall have the right at any time within 180 days after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing except as to water wells in which Lessee shall have the right to remove all property and fixtures except casing and shall do nothing that will in any way damage said water well or prevent its future use by Lessor. Lessee will, at Lessor's request, remove the casing from and plug and abandon such water well at Lessee's sole expense. When required by Lessor, Lessee will bury all pipelines below ordinary plow depth, and no well shall be drilled within four hundred (400) feet of any residence or barn now on said land without Lessor's consent. Lessor shall have the privilege, at its risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. In the event Lessor owns all or any part of the surface estate, Lessee will so conduct its operations hereunder as not to interfere unreasonably with Lessor or its assigns in the use of the surface of the lands covered by this lease provided, that any

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MOFFAT COUNTY, CRAIG, CO REC \$20.00
ELAINE SULLIVAN, COUNTY CLERK & RECORDER

use of the surface will require written consent of Lessor in advance. Lessor agrees that such consent will not be unreasonably withheld. Prior to any use of the surface, Lessee will present to Lessor a plat of the property showing the area proposed to be used and the type of use to be made. Within 30 days of the receipt of such notice, Lessor will either deliver written consent or propose a reasonable alternative area for such use. Lessee will provide at Lessee's expense all protective measures to prevent any loss or damage to the property of Lessor on account of any operations under this lease. Pits and excavations made during drilling operations or otherwise will be filled by Lessee and the surface restored, as nearly as reasonably possible, to its original condition.

9. Lessor shall be notified of the assignment of this lease to another party. Subject to the preceding condition, the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of Lessor and Lessee, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee. No such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until Lessee shall have been furnished with the instrument or instruments, or certified copies thereof, evidencing such change or division. In the event of an assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area owned by each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder, and liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or a portion thereof who commits such breach.

10. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure, except any and all monetary payments due under the terms of this lease. The term "force majeure" as employed herein shall mean: any act of God including but not limited to storms, floods, washouts, landslides, and lightning. If Lessee is required, ordered or directed by any federal, state or municipal law, executive order, rule or regulation enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations on the land covered by this lease or if Lessee by operation of force majeure is prevented from conducting drilling operations, reworking operations or producing operations, then until such time as such law, order, rule, regulation, request or force majeure is terminated and for a period of sixty (60) days after such termination each and every provision of this lease or implied covenant arising thereunder that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force, provided, however, that in no event will the primary term be extended unless Lessee has begun the actual drilling of a well prior to the date of the expiration of the primary term.

11. If Lessor owns an interest in said land less than the entire and undivided fee simple estate therein, then the royalties and rental herein provided shall be paid the Lessor in the proportion which Lessor's interest bears to the entire and undivided fee simple estate therein. Lessor's royalty shall be paid by the oil and or gas purchaser, rather than through the Lessee.

12. Lessor hereby warrants the title to said land by, through and under Lessor, but not otherwise. Lessee, at its option, may discharge any tax lien upon the interest herein leased; and, in the event Lessee does so, Lessee shall have the right to apply rentals and royalties accruing hereunder to reimburse such payment.

13. In the event this lease expires for any reason as to all or any portion of the land described in this lease, Lessee shall furnish Lessor promptly with a written, recordable release instrument covering all of the land as to which this lease has so expired.

14. Lessee shall advise Lessor in writing as to the location of each well drilled upon the premises, or on land pooled therewith, on or before seven (7) days after commencement of operations, and shall advise Lessor in writing as to the date of completion or abandonment of each such well drilled within thirty(30) days after such completion or abandonment.

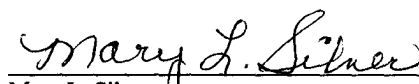
15. If at the end of the primary term this lease is still in force, this lease shall expire as to all that part of said land (as hereinafter described) on which there is not a producing oil or gas well or on which Lessee is not then drilling or reworking a well. At the end of the primary term, Lessee shall select and designate a producing unit around and including each producing oil or gas well or drilling or reworking well, the area of such unit to be limited to and conform with the minimum area provided for or established directly or indirectly in the applicable rules and regulations of the appropriate governing body of the state in which the subject acreage is located with reference to the spacing of wells or the size of producing units. As to each producing unit so designated, this lease shall continue in force so long as oil or gas is produced in paying quantities therefrom or so long as drilling or reworking operations are prosecuted thereon as provided in paragraph 6 and shall be limited in depth from the surface down to and including 100 feet below the base of the deepest producing formation; and Lessee shall execute a release of this lease as to the balance of the land covered hereby as well as formations at depths below the respective producing units. If a portion of Lessee's rights terminate as provided in this Paragraph 15, then Lessee shall designate in writing the acreage it is allowed to retain around each oil well and each gas well and such written designation shall be filed for record in the county in which such acreage is located. Lessee shall be entitled to designate the number of acres above specified in the form of a square or rectangle as nearly as practicable. The provisions of this paragraph 15 shall not have the effect of relieving Lessee of its obligations to develop the lease with reasonable diligence after oil or gas is first discovered in paying quantities.

16. If Lessor files a legal action to enforce any express or implied obligation of this lease and receives a favorable judgement from a court of competent jurisdiction, then Lessee shall reimburse Lessor for all costs of such legal proceedings including reasonable attorney's fees.

17. Lessee shall conduct his operations in compliance with all applicable rules and regulations of any regulatory body having jurisdiction on such operations.

18. IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, and upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, successors and assigns, whether or not this lease has been executed by all parties herein above named as Lessor.


Dorman D. Silver


Mary L. Silver

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ACKNOWLEDGMENTS

State of Colorado
County of Moffat

On this 8 day of June, 04, before me, the undersigned Notary Public in and for said county and state, personally appeared.
Dorman D. Silver and Mary L. Silver

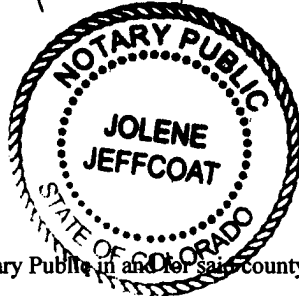
Known to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposed therein set forth.

In witness whereof I hereunto set my hand and official seal as of the date herein above stated.

Jolene Jeffcoat
Notary Public

600 Yampa Ave, Craig, CO 81625
Address:

My Commission Expires: 04.08.08



State of _____

County of _____

On this _____ day of _____, _____, before me, the undersigned Notary Public in and for said county and state, personally appeared.

Known to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposed therein set forth.

In witness whereof I hereunto set my hand and official seal as of the date herein above stated.

Notary Public

Address:

My Commission Expires: _____

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MOFFAT COUNTY, CRAIG, CO REC \$20.00
ELAINE SULLIVAN, COUNTY CLERK & RECORDER

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PAID UP OIL AND GAS LEASE

Return to:
SAMSON (David Sherrick)
Two West 2nd St.
Tulsa, OK 74103-3103

THIS LEASE AGREEMENT is made as of the 8th day of June, 2009, effective as of June 12, 2009, by and between Mary L. Silver, a widow, whose address is 565 Taylor Street, Craig, Colorado 81625, as Lessor (whether one or more), and SAMSON RESOURCES COMPANY, with offices at Two West Second Street, Tulsa, Oklahoma 74103-3103, as Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called Leased Premises:

Township 6 North, Range 91 West, 6th P.M.

Section 4: Lots 9,10,11,12,15,16, less and except a 4.164 acre tract in Lot 12, described by metes and bounds in book 475, Page 438 as follows: Beginning at a point which is N00°57'37"W, 1124.85 feet from the E1/4 corner of said Section 4; thence N00°57'37"W 192.05 feet; thence S89°02'04"W 510.86 feet; thence S00°57'37"E 663.22 feet; thence N46°21'06"E 348.00 feet; thence N43°38'54"W 192.00 feet, thence N46°21'06"E 192.00 feet, thence S43°38'54"E 192.00 feet; thence N46°21'06"E 155.00 feet to the point of beginning.

Section 5: Lots 11, 12

in the County(ies) of Moffat, State of Colorado, containing 321.07 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, coal bed methane and all substances produced in association therewith from coal-bearing formations, and other commercial gases, as well as normal hydrocarbon gases. For the purpose of determining the amount of any bonus payment, extension bonus payment (if applicable), delay rental payment (if applicable), or shut-in royalty payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less. **SEE ADDENDUM ATTACHED FOR ADDITIONAL PROVISIONS.**

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of three (3) years from the effective date of June 12, 2009, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the Leased Premises or from lands pooled or unitized therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof. This lease may be extended at Lessee's option, but not its obligation, as to all or part of the lands covered hereby for an additional term of three (3) years commencing on the date that the lease would have otherwise expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment equal to the bonus payment initially made hereunder for the primary three (3) year term of this lease.

3. **Royalty Payment.** Royalties on oil, gas and other substances produced and sold hereunder shall be paid by Lessee to Lessor as follows:

- (a) for oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be fifteen percent (15.00%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity;
- (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be fifteen percent (15.00%) of the value of the gas produced which shall be calculated as if produced under a United States Oil and Gas Lease issued in the same month as is this lease by the Bureau of Land Management.

If at the end of the primary term or any time thereafter one or more wells on the Leased Premises or lands pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee or other non producing operations are being conducted as set out below, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. Lessee shall be obligated to pay or tender to Lessor on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut-in or in which dewatering operations have commenced and thereafter on or before the succeeding anniversary dates of this lease during the period or periods such well is shut-in or is in the process of dewatering, as royalty the amount of Ten dollars per year per net royalty acre then retained hereunder, provided that, if leased minerals from any well are sold or used as aforesaid prior to any such anniversary date of this lease, or if at any such anniversary date, this lease is being maintained in force and effect otherwise than by reason of such shut-in or dewatering well, Lessee shall not be obligated to pay or tender, on or before that particular anniversary date, said sum of money. Such shut-in or dewatering payment shall be deemed a royalty under all provisions of this lease. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. **Depository Agent.** All payments owed Lessor under this lease shall be paid or tendered to Lessor or to Lessor's credit with a depository bank or other depository agent, the name of which will be supplied to Lessee upon request, and which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. **Operations.** Included under this article, but not by way of limitation, are those operations that may be conducted in an effort to dewater coalbed formations in an effort to produce methane gas or other associated products therefrom, if there be such. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the Leased Premises or lands pooled or unitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority or if coalbed dewatering operations cease, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the Leased Premises or lands pooled or unitized therewith, or re-establishes coalbed dewatering operations, within 180 days after completion of operations on such dry hole or within 180 days after such cessation of all production or coalbed dewatering cessation. If at any point within 90 days immediately prior to the end of the primary term, or if at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, or

operations to re-establish coalbed dewatering operations, this lease shall remain in force so long as any one or more of such operations are prosecuted with no interruption of more than 180 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the Leased Premises or lands pooled or unitized therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the Leased Premises or lands pooled or unitized therewith as would a reasonably prudent operator under the same or similar circumstances to protect the Leased Premises from uncompensated drainage by any well or wells located on other lands not pooled or unitized therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein. It is also understood that operations hereunder may include, and Lessee is granted the exclusive right to inject air, gas, water, brine and other fluids from any source (other than Lessor's potable or irrigation water source) into subsurface strata that are below and separated from the source of said Lessor's water source.

6. Pooling and Unitization. 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 for the conservation of oil and gas or in order to promote the prudent development of the Leased Premises, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total 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 and may do so either individually or by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. By granting this Lease, Lessor hereby agrees to and grants its consent to any pooling, cooperative or unit plan of development adopted by Lessee and approved by the appropriate governmental authority (if so required).

7. Payment Reductions. If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, the royalties and shut-in royalties payable hereunder for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

8. Ownership Changes. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to any payment due hereunder, including but not limited to royalty or shut-in royalty, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository provided for above. If at any time two or more persons are entitled to such payment(s) hereunder, Lessee may pay or tender such payment(s) to such persons or to their credit in the depository, either jointly, or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred.

9. Release of Lease. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. Ancillary Rights. In exploring for, developing, producing, transporting and marketing oil, gas and other substances covered hereby on the Leased Premises or lands pooled or unitized therewith, in primary, secondary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the Leased Premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities, structures or equipment deemed necessary by Lessee to discover, produce, store, treat, market and/or transport production from the Leased Premises or lands pooled or unitized therewith. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the Leased Premises or lands pooled or unitized therewith, except water from Lessor's wells or ponds. In exploring, developing, producing, transporting or marketing from the Leased Premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire Leased Premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the Leased Premises or lands pooled or unitized therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on

cultivated lands. No well shall be located less than 300 feet from any house or barn now on the Leased Premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for any reasonable damage caused by its operations to buildings and other improvements now on the Leased Premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right but not the obligation at any time to remove its fixtures, equipment and materials, including well casing, from the Leased Premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Breach or Default. No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any alleged breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the alleged breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

12. Warranty of Title. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the Leased Premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties, shut-in royalties or any other payments owed hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

13. Limited Liability. Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, claims and environmental liability arising out of Lessee's operations under the terms of this lease.

14. Offer to Lease. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered, and all other pertinent terms and conditions of the offer. Lessee, for a period of thirty (30) days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

15. Sole Agreement. This Agreement may be executed in counterparts and all counterparts shall be construed together and shall constitute one Agreement. Upon execution, this lease shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor. Any prior agreement or representation, oral or written, between the parties is superseded by this Agreement and this Agreement between the parties above is the sole and only agreement now in effect between such parties.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above,

LESSOR (WHETHER ONE OR MORE)

LESSEE: SAMSON RESOURCES COMPANY

Mary L. Silver
Lessor: Mary L. Silver

By: Steve R. Stacy
Name: Steve R. Stacy
Title: Attorney-in-Fact

20094155
4 of 5

11/4/2009 9:04 AM
OGL RS\$26.00 D\$0.00

Elaine Sullivan
Moffat County Clerk

STATE OF Colorado
COUNTY OF Moffat

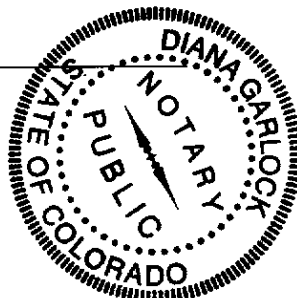
(Individual Acknowledgment)

This instrument was subscribed, sworn to, and acknowledged before me on this 1st day of September, 2009, by Mary L. Silver, known to me to be the identical person(s) who executed the within and foregoing instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires 10/27/2011



STATE OF Colorado
COUNTY OF Denver

(Corporate Acknowledgment)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of October, 2009, personally appeared Steve R. Macy, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing as its Attorney-in-fact, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the

day and year last above written.
LAINIE BLASDELL POINDEXTER
(SEAL) NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 06/19/2013

Lainie Blasdell Poindexter
Notary Public

ATTEST: _____
Secretary
(SEAL)

My Commission Expires: 6/19/2013

After Recording Return to:
Samson Resources Company
Attn: Helen Cook
Two West Second Street
Tulsa, OK 74103-3103

ADDENDUM

THIS ADDENDUM is attached to and made a part of that certain Oil and Gas Lease by and between Mary L. Silver, a widow, as Lessor and **SAMSON RESOURCES COMPANY**, as Lessee.

1. Notwithstanding the provisions of this Lease to the contrary, this Lease shall terminate at the end of its primary term except as to lands included within any spacing unit established by the Colorado Oil and Gas Commission (or 40-acre government survey subdivision if no spacing unit has been established), or as to lands within a Participating Area of a Federal Exploratory Unit having located thereon a well being drilled or completed or capable of producing in paying quantities, as to which this Lease shall continue in effect so long as production continues.
2. Any deduction from the royalty paid by Lessee for compressing, treating, purifying, dehydrating, gathering, delivering or transporting gas shall be calculated and authorized as if produced under a United States Oil and Gas Lease issued in the same month.
3. Notwithstanding the provisions of the Lease to the contrary, if, after the primary term, one or more wells on the leased premises are capable of producing gas in paying quantities, but said well or wells are shut-in for any reason, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this Lease, but Lessee shall be obligated to pay to Lessor, on each anniversary date of this Lease, an amount equal to Ten Dollars (\$10.00) per net mineral acre for the area held by such well as shut-in gas royalty. Nothing in this Section or Section 4 of the Lease shall be deemed to extend the term of the Lease more than two (2) years beyond the end of its primary term without actual production, unless each shut-in well is produced for at least 120 days during each lease year following the expiration of said two-year period.
4. Lessee shall furnish to Lessor copies of all production reports filed with State or Federal agencies reporting production from wells on the leased premises and lands pooled, communitized or unitized therewith within thirty (30) days after they are requested by Lessor.
5. Except where required by statute, Lessee shall have no power to commit all or any part of the leased premises to a federal exploratory unit without the written consent of the Lessor.
6. Lessor does not warrant title to the leased premises. It is the responsibility of the Lessee to determine what interest, if any, Lessor has in the leased premises. This Lease is subject to all prior liens, encumbrances and grants of record and to all apparent easements and other uses. In the event of failure of title, Lessor shall not be required to refund any bonus, royalty, shut-in payment or other consideration paid Lessor.
7. This Addendum shall be construed and integrated with the Oil and Gas Lease. In the event of any conflict between the provisions of this Addendum and the provisions of the Lease, the provisions of this Addendum shall control, but, insofar as possible, the Oil and Gas Lease and this Addendum shall be considered mutual, complementary and integrated.

LESSOR:

Mary L. Silver
Mary L. Silver

LESSEE:

SAMSON RESOURCES COMPANY

By: Steve R. Stacy
Its: Attorney-in-Fact

ATTACHMENT TO PAID UP OIL AND GAS LEASE
SAMSON RESOURCES COMPANY, LESSEE
MARY L. SILVER, LESSOR



MEMORANDUM OF PIPELINE EASEMENT

State: Colorado
County: Moffat
Grantor: Mary L. Silver and David D. Silver
Grantor's Address: 565 Taylor Street
 Craig, CO 81625
Grantee: Silver Stream Pipeline Company LLC
Grantee's Address: 801 Cherry Street, Suite 3700, Unit 19
 Fort Worth, Texas 76102
Effective Date: June 3, 2012

Grantor, named above, owns the following described real property (the "Property"):

Township 6 North, Range 91 West, of the 6th P.M.

Section 4: Lots 9, 10, 11, 12, 15 and 16 except parcels more particularly described in Warranty Deed recorded at Reception No. 350495 in the Official Records of the Moffat County Clerk and Recorder.

Section 5: Lots 11, 12, N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$

Moffat County, Colorado.

Grantor wishes to give third parties notice that Grantor has delivered and conveyed to Grantee an easement and right-of-way for Grantee to install, operate and maintain one or more pipelines across the Property as more particularly depicted on the plat attached hereto as Exhibit "A."

GRANTOR:

Mary L. Silver
 Mary L. Silver

David D. Silver
 David D. Silver

ACKNOWLEDGEMENT INDIVIDUAL

STATE OF Colorado §
 COUNTY OF Moffat §
 §

On this 3 day of June, 2012, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came Mary L. Silver and David D. Silver, personally known to me to be the person whose name is affixed to the above instrument, and acknowledged the said instrument to be their free and voluntary act and deed.

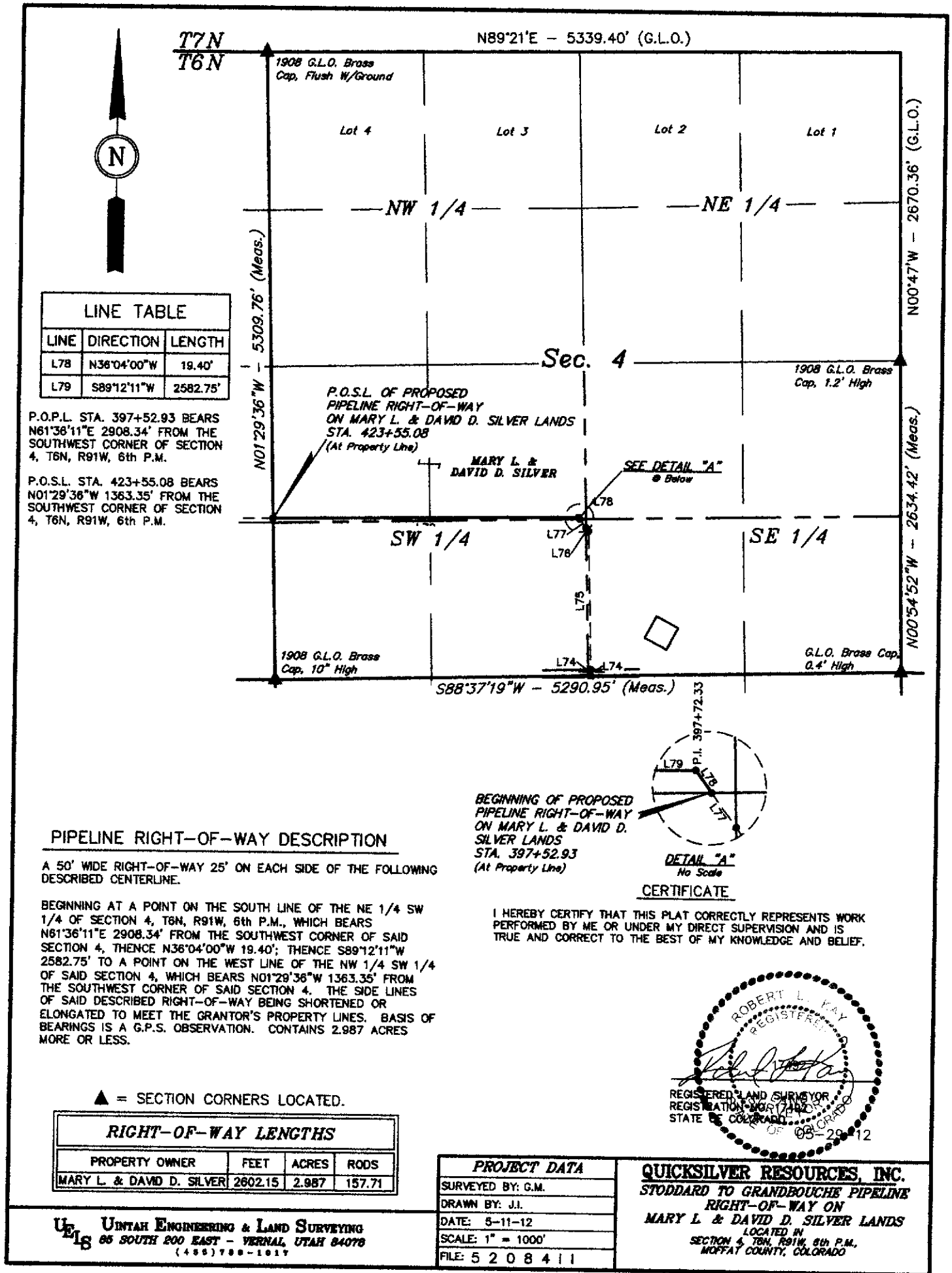
WITNESS my hand and official seal.

My Commission Expires
 10/21/2012

James W. McRae
 Notary Public

My Commission Expires: _____
 (SEAL)

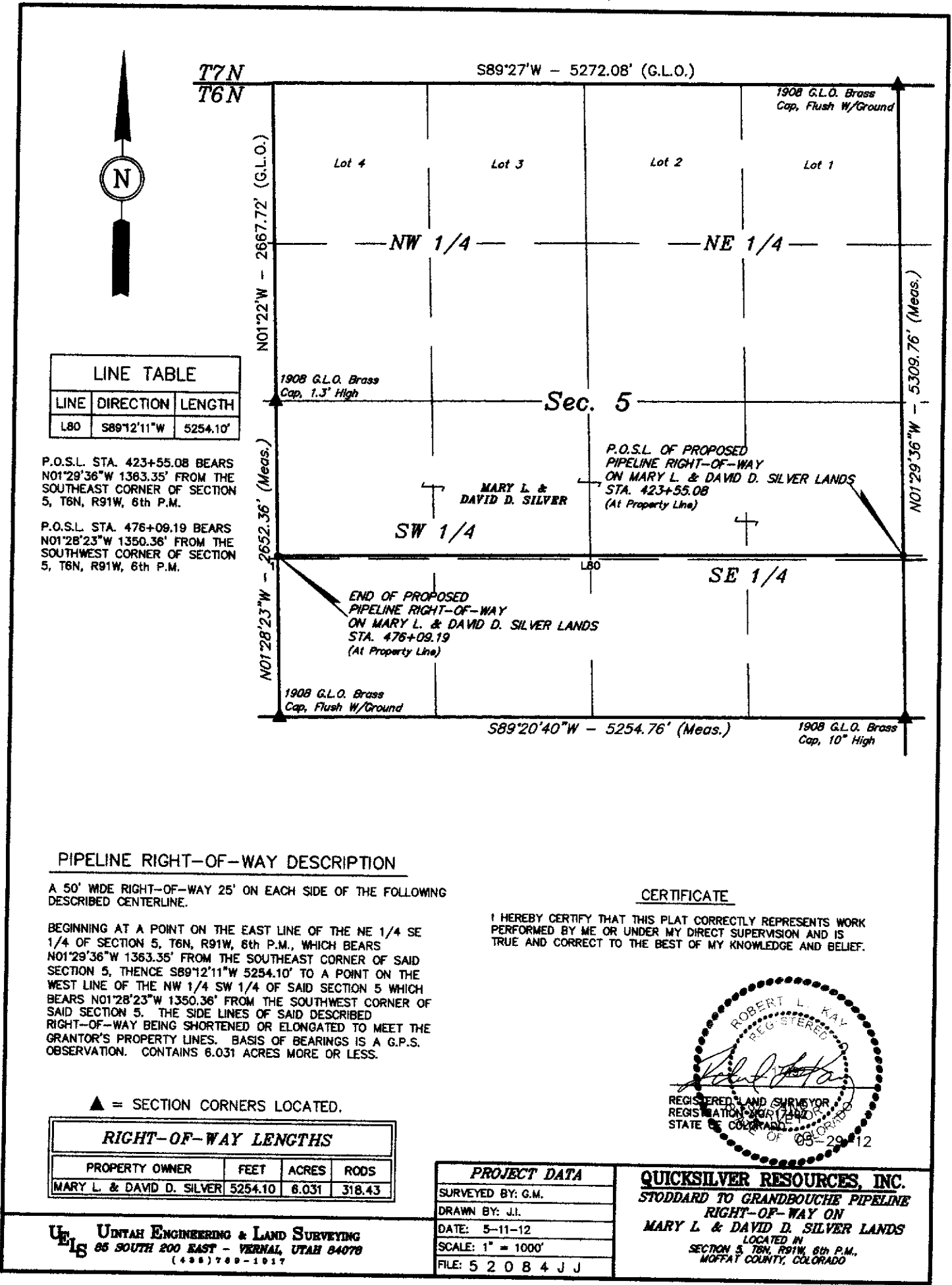
“Exhibit A”



20123161 7/27/2012 2:50 PM
2 of 3 MEM R\$21.00 D\$0.00

Lila Herod
Moffat County Clerk

“Exhibit A” (cont.)



AMENDMENT OF OIL AND GAS LEASE**STATE: COLORADO****COUNTY: MOFFAT****LESSOR: Mary L. Silver, a widow, whose address is 565 Taylor Street, Craig, CO 81625****LESSEE: Quicksilver Resources Inc.
801 Cherry Street, Suite 3700, Unit 19
Fort Worth, Texas 76102****Effective Date: July 9, 2012****WHEREAS,**

- i. On July 9, 2012, Mary L. Silver, a widow, executed and delivered to Quicksilver Resources, Inc., a Delaware corporation as Lessee, an Oil and Gas Lease (the "Lease"), said Lease being recorded at Reception Number 20123860 of the records of Moffat County, Colorado, reference being made to said recorded Lease for a full description of the lands covered thereby and for all other purposes.
- ii. Lessor and Lessee wish to correct the description of the lands to be covered by the Lease.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lessor and Lessee hereby amend the Lease by deleting the description of the lands covered by the Lease and Amendment and substitute therefore the following, (hereinafter called Subject Lands):

Township 6 North, Range 91 West, of the 6th P.M.

Section 4: Lots 9 (40.67), 10 (40.82), 11 (40.94), 12 (41.09), 15 (40.72) & 16 (40.58)

Section 5: Lots 11 (40.20) & 12 (40.21)

containing 325.23 acres, more or less, Moffat County, Colorado

Less and Except 4.164 acres described in one (1) tract:

1) A tract described by metes and bounds in a Deed dated June 20, 1980, from Howard W. Silver and Dorman D. Silver, Grantor, to Gilbert L. Meats and Nancy A. Meats, Grantee, recorded in Book 475 at Page 438 that is located in Lot 12 of Section 4, Township 6 North, Range 91 West, 6th P.M., and containing 4.164 acres more or less.

leaving a total of 321.066 acres, more or less, Moffat County, Colorado (the "Premises")

The undersigned does hereby adopt, ratify and confirm the Lease, as amended, insofar as it covers the Subject Lands, and does hereby lease, grant, demise and let the interest of the undersigned in the oil and gas under the Premises described above, to Quicksilver Resources Inc. and its successors and assigns in accordance with all of the terms and provisions of such Lease, as hereby amended.

This Amendment of Oil and Gas Lease may be executed in one or more counterparts and each such counterpart shall be considered an original for all purposes, and shall be binding upon each of the Parties who execute such counterpart.



20124432
2 of 2

10/9/2012 11:03 AM
AMEND R\$16.00 D\$0.00

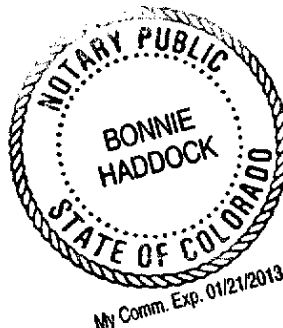
Lila Herod
Moffat County Clerk

This Amendment of Oil and Gas Lease agreement shall be binding upon the undersigned, and the undersigned's respective heirs, devisees, personal representatives, successors and assigns.

EXECUTED on the dates of acknowledgment but EFFECTIVE, for all purposes, as of July 9, 2012.

LESSOR: Mary L. Silver, a widow.

By: Mary L. Silver
Mary L. Silver



LESSEE:

Quicksilver Resources Inc. ¹⁵

By: Kathleen A. Boone
Kathleen A. Boone, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF COLORADO §
COUNTY OF Moffat §

This instrument was acknowledged before me on the 19th day of Sept, 2012, by Mary L. Silver, a widow.

My Commission Expires: 1-21-2013

B. Haddock
Notary Public

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 1st day of October, 2012, by Kathleen A. Boone, Attorney-in-Fact of **Quicksilver Resources Inc., a Delaware corporation**, on behalf of the corporation.

My Commission Expires: 5-23-15

A. E. Knippenberg
Notary Public



MOFFAT COUNTY Treasurer



20240773
1 of 2

3/29/2024 9:00 AM
RS\$18.00 DS\$0.00



STACY MORGAN
Moffat County Clerk

TREASURER'S DEED 2023-13

Certificate Number: 2019382
Schedule Number: N004728
Owner: Robert O. Hyatt

Certificate Holder: David D. & Mary L. Silver

Treasurer's Deed
Issued To: David D. & Mary L. Silver

Know all men by these presents, that, whereas, the following described mineral rights,
viz:

LEGAL DESCRIPTION

**N004728 Tract: 35 T: 6N R: 91W 1.042% OIL GAS MIN SEC 4 LOTS 9-12, 15, 16 SEC 5
LOTS 11, 12 325.23A**

Situated in the County of Moffat, and State of Colorado, was subject to taxation for the year A.D. 2019;

And, whereas, the taxes assessed upon said property for the year aforesaid remained due and unpaid at the date of the sale hereinafter named; and, whereas, the Treasurer of the said County did, on the 5th DAY of NOVEMBER A.D. 2020 by virtue of the authority vested in him by law, at the sale begun and publicly held on the 5th DAY of NOVEMBER A.D. 2020 expose to public sale at the office of the Treasurer, in the County aforesaid, in substantial conformity with the requirements of the statute in such case made and provided, the tax lien on the mineral rights above described for the payment of the taxes, delinquent interest, and costs then due and remaining unpaid on said mineral rights;

And, whereas, at the time and place aforesaid, **David D. & Mary L. Silver**, of the County of Moffat and State of Colorado bid on the tax lien on all of the above described mineral rights the sum of FIFTY TWO DOLLARS and 63 CENTS, being the whole amount of taxes, delinquent interest, and costs then due and remaining unpaid upon said mineral rights for that year, and the said, **David D. & Mary L. Silver**, having offered in his said bid to pay the sum of ZERO DOLLARS and ZERO CENTS, in excess of said taxes, delinquent interest, and costs, and the said bid being the largest amount which any person offered to pay in excess of the said taxes, delinquent interest, and costs so due upon said mineral rights for that year, and payment of the said sum having been made by him to the said Treasurer, the said tax lien on such property was stricken off to him at that price;

And, whereas, the said, **David D. & Mary L. Silver**, have paid subsequent taxes on said mineral rights to the amount of FORTY DOLLARS and 95 CENTS.

And, whereas, more than three years have elapsed since the date of the said sale, and the said mineral rights have not been redeemed therefrom as provided by law;

And, whereas, the said mineral rights were valued for assessment for that year at the amount of \$100 each;

MOFFAT COUNTY Treasurer



20240773
2 of 2

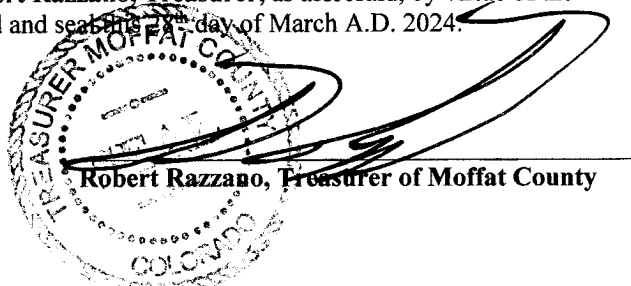
3/29/2024 9:00 AM
R\$18.00 D\$0.00

STACY MORGAN
Moffat County Clerk

And, whereas, all the provisions of the statutes prescribing prerequisites to obtaining tax deeds have been fully complied with, and are now of record, and filed in the office of the Treasurer of said County;

Now, therefore, I, **Robert Razzano**, Treasurer of the County aforesaid, for and in consideration of the sum to the Treasurer paid as aforesaid, and by virtue of the statute in such case made and provided, have granted, bargained, and sold, and by their presents do grant, bargain, and sell the above and foregoing described mineral rights unto the said, **David D. & Mary L. Silver**, his heirs and assigns, forever, subject to all the rights of redemption by minors, or incompetent persons, as provided by law.

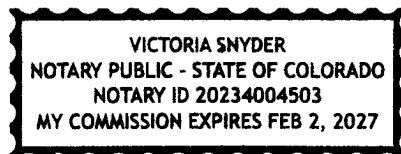
In witness whereof, I, **Robert Razzano**, Treasurer, as aforesaid, by virtue of the authority aforesaid, have hereunto set my hand and seal this 28th day of March A.D. 2024.



STATE OF COLORADO
COUNTY OF MOFFAT

The foregoing instrument was acknowledged before me this 28th day of March A.D. 2024, by Robert Razzano as Treasurer of said County.

Witness my hand and official seal.



Victoria Snyder
Notary Public

Previous Owner: Robert O. Hyatt

Mailing Address for Future Tax Statements:

David D. & Mary L. Silver
565 Taylor St
Craig, CO 81625

133

RECEPTION NO. 201482 FILED FOR RECORD Mar 24 1972 AT 8
No. 950CP-1 Rev.—Bradford Publishing Co., 1224-46 Stout Street, Denver, Colorado

FORM 88 UNIT-770-5010

OIL AND GAS LEASE

BOOK 375 PAGE 374

AGREEMENT. Made and entered into this 1st day of February, 1972, by and between
Howard M. Silver and Allene Q. Silver, husband and wife and Dorman Silver and
Mary Silver, husband and wife, 835 Breeze Street, Craig, Colorado 81625
and Trend Exploration Limited, 600 Capitol Life Center, Denver, Colorado 80203

WITNESSETH: That the lessor for and in consideration of ten and more Dollars
in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases
and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all
other minerals lying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport,
and own said products, and housing its employees, the following described land in Moffat County,
State of Colorado to-wit:
Township 6 North, Range 91 West, 6th F.M.
Section 4: Lots 9, 10, 11, 12, 15, 16
Section 5: Lots 11 and 12, SW/4, NW/4, NW/4, NW/4

including all minerals underlying lakes, streams, roads, easements and rights-of-way which traverse or adjoin said lands, which minerals are owned or claimed by
lessor or rights to which minerals may hereafter be established in lessor; and also, in addition to the above-described land, all land adjoining the same and
owned or claimed by lessor and containing 485.23 acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of five years from this date (called "primary term")
and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall
conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or
casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:
1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth
($\frac{1}{8}$) part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth ($\frac{1}{8}$) royalty the market
price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks.
2. The lessee shall pay lessor, as royalty, one-eighth ($\frac{1}{8}$) of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found,
and where not used or sold shall pay Fifty Dollars (\$50.00) per annum as royalty from each such well, and while such royalty is so paid such well shall be held
to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling
house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.
3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-
eighth ($\frac{1}{8}$) of the market value, at the mouth of the well, payable monthly at the prevailing market price.
4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall
terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in
Moffat County State Craig, Colorado 81625

Bank at Craig, Colorado 81625
or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership
of the land, the sum of Four Hundred Eighty Five and 23/100 Dollars

which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like
manner and upon payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively
during the primary term of this lease. 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 rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other
rights conferred. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date.
Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and
hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases. 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
persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land,
this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee
begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraphs hereof governing the
payment of rental and the manner and effect thereof shall continue in force.

6. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate herein, then the royalties and rentals
herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.
7. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor.
When requested by 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.
Lessor shall pay for damages caused by its operations to growing crops on said land.
Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the
right to pull and remove casings.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to
completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force
with the like effect as if such well had been completed within the term of years herein first mentioned.

9. 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 and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on
the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns
this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided
by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part
or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part
of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said
land upon which the said lessee or any assignee hereof shall make due payments of said rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and
until all parties designate in writing in a recordable instrument to be filed with the lessee, a Trustee to receive all royalty payments due hereunder and to execute
division and transfer orders on behalf of said parties and their respective successors in title.

12. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by
entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to
modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to
conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and
development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or
agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part
thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different
portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid
hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the
royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any
cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

13. In addition to and not in limitation of the rights granted in paragraph 12 hereof, lessee is hereby granted the right and option to consolidate, pool or
combine the lands covered by this lease, or any portion or portions thereof or any stratum or strata thereunder, with other lands or like strata there-
under for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all of said products,
when in lessee's discretion and judgment it is advisable so to do for proper development or operation of the premises, or to conform to spacing or zoning
rules of any lawful authority, such consolidation, pooling or combining to be into units of such shape and dimensions as lessee may elect provided that all lands
in any such unit shall be contiguous (either adjoining or cornering) but for this purpose contiguity shall not be deemed to be destroyed by reason of the existence
of any excluded street, alley, road, railroad, canal, stream, right of way or other similar strip or parcel of land. Any unit formed under this paragraph for pro-
duction of oil and casinghead gas shall not exceed forty-three (43) acres in surface area, for production of dry or gas well shall not exceed six hundred and
sixty (660) acres in surface area, and for production of condensate or distillate shall not exceed three hundred and thirty (330) acres in surface area unless some
larger unit for condensate or distillate is permitted or prescribed by lawful authority, in which event such larger unit shall control, provided that, if governmental
survey units be irregular in size in the area of this lease, the size of any of the units mentioned herein may be increased to the size of the existing govern-
mental survey unit nearest in size to the unit acreage prescribed herein. The right and option herein granted to lessee may be exercised at any time or from time
to time, whether before or after production is secured and whether or not a unit may theretofore have been created for some other product, by executing in writ-
ing an instrument identifying and describing the unit created, and by delivering a copy thereof to lessor or by recording a copy thereof in the county where the
land is located. The lands in any such unit shall be developed or operated as one tract and any drilling on or production from such unit, whether or not from
lands described in this lease, shall be deemed to be drilling done or production secured on the lands subject to this lease for all purposes except for the purpose of
payment of royalty hereunder. In such event, and in lieu of the royalties elsewhere herein specified, the lessor shall receive from production on any such unit
only such portion of the royalty, at the rate stipulated elsewhere herein, as lessor's acreage in the unit (or his royalty interest therein) bears to the total acreage
of the unit. Formation of any unit as herein provided shall in no manner affect the ownership or amount of any rental which may be payable under the terms
of this lease.

14. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil, gas and other minerals, lessee
shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring, lessee
recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder
upon any gas used for repressuring and recycling operations benefiting the leased premises.

15. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge
any taxes, mortgage, or other liens existing levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be sub-
rogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty
or rentals accruing hereunder.

16. All rental payments which may fall due under this lease may be made to Same as above
one of the above named lessors, in the manner herein stated.

17. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided
operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of
rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease
from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) 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 as production continues.

File 049.3/8/88 591/53

18. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

19. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or if failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

20. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

21. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead. WHEREOF witness our hands as of the day and year first above written.

Howard W. Silver
Howard W. Silver
Allene O. Silver
Allene O. Silver

Dorman Silver
Dorman Silver
Mary Silver
Mary Silver

ACKNOWLEDGMENT

STATE OF Colorado
County of Moffat

BOOK 375 PAGE 375

On this 1st day of February, 19 72, before me personally appeared Howard W. Silver and Allene O. Silver, husband and wife and Dorman Silver and Mary Silver, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act.

Given under my hand and seal this 1st day of February, 19 72.

My Commission Expires Aug 17, 1974

ACKNOWLEDGMENT—MAN AND WIFE

STATE OF _____

County of _____

On this _____ day of _____, 19 _____, before me personally appeared _____

_____ to me known to be the person described in and who executed

the foregoing instrument and acknowledged that _____ executed the same as _____ free act and deed, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this _____ day of _____, 19 _____.

My Commission Expires _____

Notary Public.

BARBERS PUBLISHING CO., DENVER

When recorded return to

By 3.75 Deputy.

Barbara T. Tensell
County Clerk—Moffat County

in Book 375, Page 374-5, of the records of this office

at 9:00 o'clock, A. M., and duly recorded

on the 24 day of March, 19 72.

This instrument was filed for record on the

State of Colorado County of Moffat

TO

FROM

OIL AND GAS LEASE

No. 201482

COLORADO ACKNOWLEDGMENT

STATE OF _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____, by _____

WITNESS my hand and official seal

OIL AND GAS LEASE

BOOK 375 PAGE 375

Notary Public.

My Commission Expires _____

P. O.

201482

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2 — 8pt.

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of June, 19 99, by and between
Dorman D. Silver and Mary L. Silver, Husband and WifeWhose post office address is 565 Taylor, Craig, Colorado 81625, hereinafter called Lessor (whether one or more) and
Ponder Exploration, Ltd. whose post office address is Houston, Texas 77030-2797, hereinafter called Lessee:
6560 Fannin Street, Suite 2040WITNESSETH, That the Lessor, for and in consideration of Ten and More DOLLARS
cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and
by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining,
exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements
for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of
Moffat, State of Colorado,
described as follows, to-wit:

Township 6 North, Range 91 West, 6th P.M.:

Section 4: Lots 9, 10, 11, 12, 15, 16

Section 5: Lots 11, 12 SW1/4NE1/4, NW1/4SE1/4, N1/2SW1/4

Less 4.164 acres described in Book 475 at Page 599

See EXHIBIT "A" for additional Terms

and containing 481.07 acres, more or less. (3 Years)

1. It is agreed that this lease shall remain in force for a term of ~~ten~~ years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

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

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

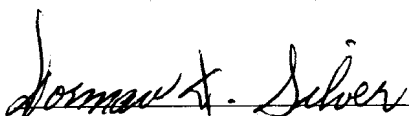
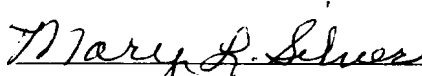
12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

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


Dorman D. Silver
Mary L. Silver

STATE OF COLORADO }
COUNTY OF MOFFAT } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15TH
day of JUNE, 1999, personally appeared DORMAN D. & MARY L.
SILVER
and _____

_____, to me known to be the identical person S, described in _____
the within and foregoing instrument of writing and acknowledged to me that THEY duly executed the same as
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 7-21-2001

Address: 600 YAMPA CRAIG CO



STATE OF _____ }
COUNTY OF _____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____
day of _____, 19____, personally appeared _____
and _____

_____, to me known to be the identical person _____, described in and who executed
the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free
and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public.

Address: _____

STATE OF _____ }
COUNTY OF _____ } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this _____ day of _____, A.D. 19____, before me personally
appeared _____, to me personally known, who, being by
me duly sworn, did say that he is the _____ of _____
_____ and that the seal affixed to said instrument is the corporate seal of
said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said
_____ acknowledged said instrument to be free act and deed of said corporation.

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

Notary Public.

Address: _____

(SEAL)

My Commission expires _____

No. _____

FROM

TO

Dated _____, 19____

No. Acres _____

County, _____

Term _____

This instrument was filed for record on the _____

day of _____, 19____, at _____

o'clock _____ M., and duly recorded in

Volume _____ Page _____

_____ of the records of this office.

County Clerk.

By _____

Deputy.

When recorded return to _____

EXHIBIT "A"**ATTACHED TO AND MADE A PART OF THAT CERTAIN
OIL AND GAS LEASE DATED 12 JUNE 1999, BY AND
BETWEEN DORMAN D. SILVER ET UX, AS LESSOR
AND PONDER EXPLORATION, LTD. AS LESSEE**

- 1.) The royalty shall be calculated at the rate of fifteen (15.0%) percent. Wherever in this lease the fraction one-eight (1/8th) is used, it shall be deemed to be 15.0%.
- 2.) The primary term of this lease may, at Lessee's option, be extended for up to two (2) additional one year periods (extended primary term).

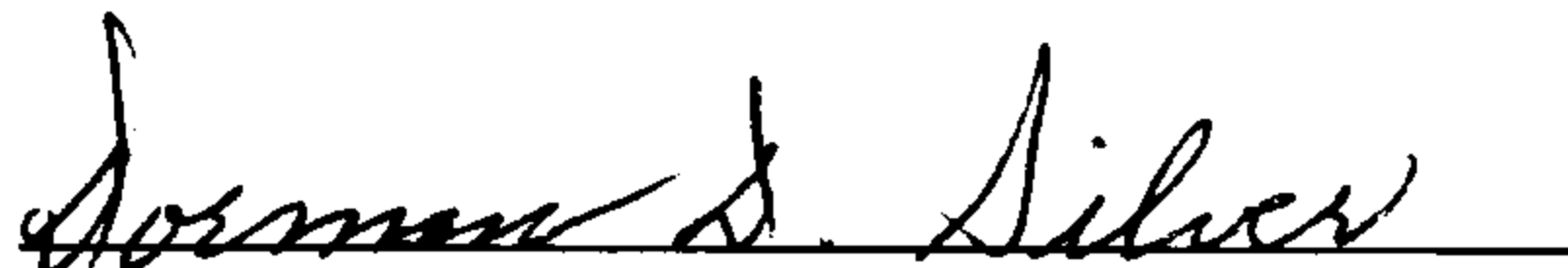
If on or before 12 June 2002 operations for drilling are not commenced on said land, or on lands pooled therewith, the lease shall terminate as to both parties, unless on or before such anniversary date, Lessee shall pay or tender to Lessor a sum equal to ten dollars (\$10) per net mineral acre, which payment or tender shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. Additionally, upon a like payment or tender made on or before 12 June 2003, the commencement of operations for drilling may be further deferred for an additional period of twelve (12) months until 12 June 2004.

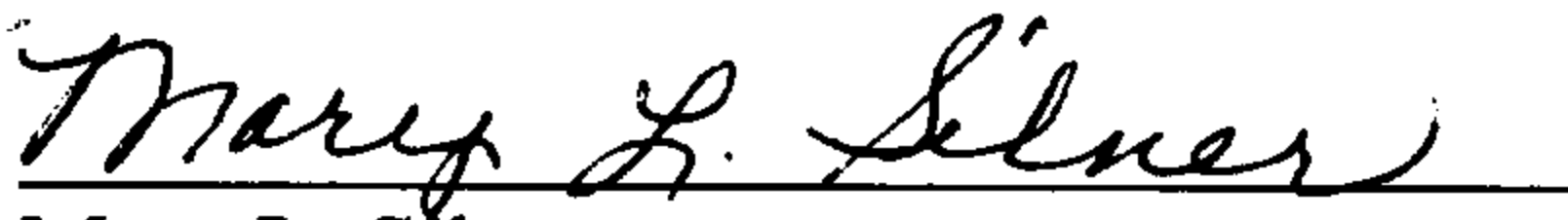
If Lessee exercises its option to extend the primary term and further complies with the terms hereof, the lease shall be continued through the extended primary term as if the additional term were the initial primary term.

- 3.) In the event oil production is established from the lands covered by this lease, the royalties due Lessor shall be paid directly by the crude oil purchaser and not by Lessee.

All lease terms not specifically modified herein shall remain as written and, in the event of conflict between the printed form and this EXHIBIT "A", this EXHIBIT "A" shall take precedence.

Signed for Identification:


Dorman D. Silver


Mary L. Silver

Date: 6/15/99



20084443 10/29/2008 12:58 PM Elaine Sullivan
 1 of 6 EASAG R\$31.00 D\$0.00 Moffat County Clerk

ROADWAY GRANT

STATE OF COLORADO §
 COUNTY OF MOFFAT §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into this 27 day of October, 2008, by and between **Mary L. Silver**, hereinafter referred to as "Grantor", and **Samson Resources Company**, 370 17th Street, Suite 3000, Denver, CO or its affiliates, hereinafter referred to as "Grantee".

WITNESSETH

In consideration of the mutual promises hereto and the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant unto Grantee, its successors and assigns, a non-exclusive easement for roadway purposes over, through, upon and across all of that portion of the following described land to which Grantor holds record title, said land situated in Moffat County, State of Colorado, to wit:

Township 6 North, Range 91 West, N.M.P.M.
 Sections 4: W/2
 Section 5: E/2

together with the right of ingress and egress and the power and privilege of constructing, maintaining, repairing, improving and using a road, upon and across the above described land. Said Easement will not exceed 30 feet (30') in width) is further set out and depicted on the plat attached hereto as Exhibit "A".

Grantee, its successors, assigns, servants, agents, employees, licensees and invitees, shall have the full and free right and privilege to travel upon, pass and repass along and use said road in any lawful manner, including the transportation of persons, material, supplies and commodities. It is understood, however, that Grantee's use of said road shall be limited to its operations in connection with exploring and operating for and producing oil and gas on the above described land in Sections 4 & 5, and that any road constructed or maintained under the terms of this Roadway Grant shall remain the sole and private property of Grantor, subject to the rights, privileges and benefits granted to Grantee herein, and shall not be considered a public road.

The rights granted herein shall apply to Grantee's operations in connection with exploring for and producing oil and gas on the above described land and/or the surface of other lands adjacent thereto or in the vicinity thereof including, but not limited to, the Silver 33-5 #1 well located on the following described tract of land:

NWSE of Section 5, T6N-R91W, Moffat County, CO

Grantor has also granted a non-exclusive easement to Grantee running along the south half of their property in Section 5 to access the Mansfield 11-8 #1 well in Section 8-T6N-R91W. If the Mansfield 11-8 #1 is drilled, damages will paid to Grantor prior to drilling this well.

Grantee shall defend and indemnify Grantor against any liabilities, claims, demands, reasonable attorneys' fees, costs and/or damages arising from claims or causes of actions by any of Grantee's agents, employees, subcontractors or third parties, to the extent such loss or damage is caused by any wrongful, intentional or negligent act or omission of Grantee, its agents or employees, in the course of their exercise or rights granted by this instrument.

Grantor reserves the right to use the roadways and highways within the property and the right of way easement tracts in a manner and for purposes that will not interfere with Grantee's enjoyment of its rights.

The easements, rights and privileges granted by this conveyance are non-exclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper; provided, however, that Grantee shall not be unreasonably disturbed in the use and enjoyment of the rights granted to it hereunder.

Grantee shall be responsible for maintenance of the roadway described herein which might result from Grantee's use thereof, and shall maintain said roadway in a condition so as to allow free passage of a light truck at all times.

Grantee may assign or otherwise transfer, in whole or in part, the rights granted to it hereunder at any time.

To have and to hold unto Grantee, its successors and assigns, the easement, rights and privileges herein granted and conveyed.

This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

IN WITNESS WHEREOF, this instrument was signed on the dates shown in the acknowledgments but shall be deemed effective as of the date first above written.

GRANTOR

Name: Mary L. Silver
Tax I.D. No. 570-16-7905
Address: 565 Taylor
Creech, Colo 81625
Phone: 970-824-5796

GRANTEE

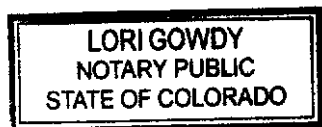
SAMSON RESOURCES COMPANY

Georganne Mitchell
By: Georganne Mitchell
Surface Use Landman

ACKNOWLEDGMENTS

STATE OF Colorado §
COUNTY OF MOFFAT § ss:
§

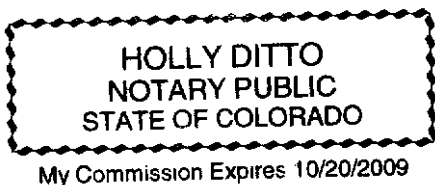
This instrument was acknowledged before me on this 27th day of October, 2008, by Mary L Silver



Lori Gowdy EXP. 07/29/09
Notary Public in and for the State of Colorado

STATE OF COLORADO §
COUNTY OF DENVER § ss:
§

This instrument was acknowledged before me on this 29th day of October, 2007, by Georganne Mitchell, as Surface Use Landman for Samson Resources Company.



Holly Ditto
Notary Public in and for the State of Colorado

SECTION 5, TOWNSHIP 6 NORTH, RANGE 91 WEST, of the 6th P.M.



SCALE 1" = 1000'
500' 0 1000'

STATE OF COLORADO
COUNTY OF MOFFAT

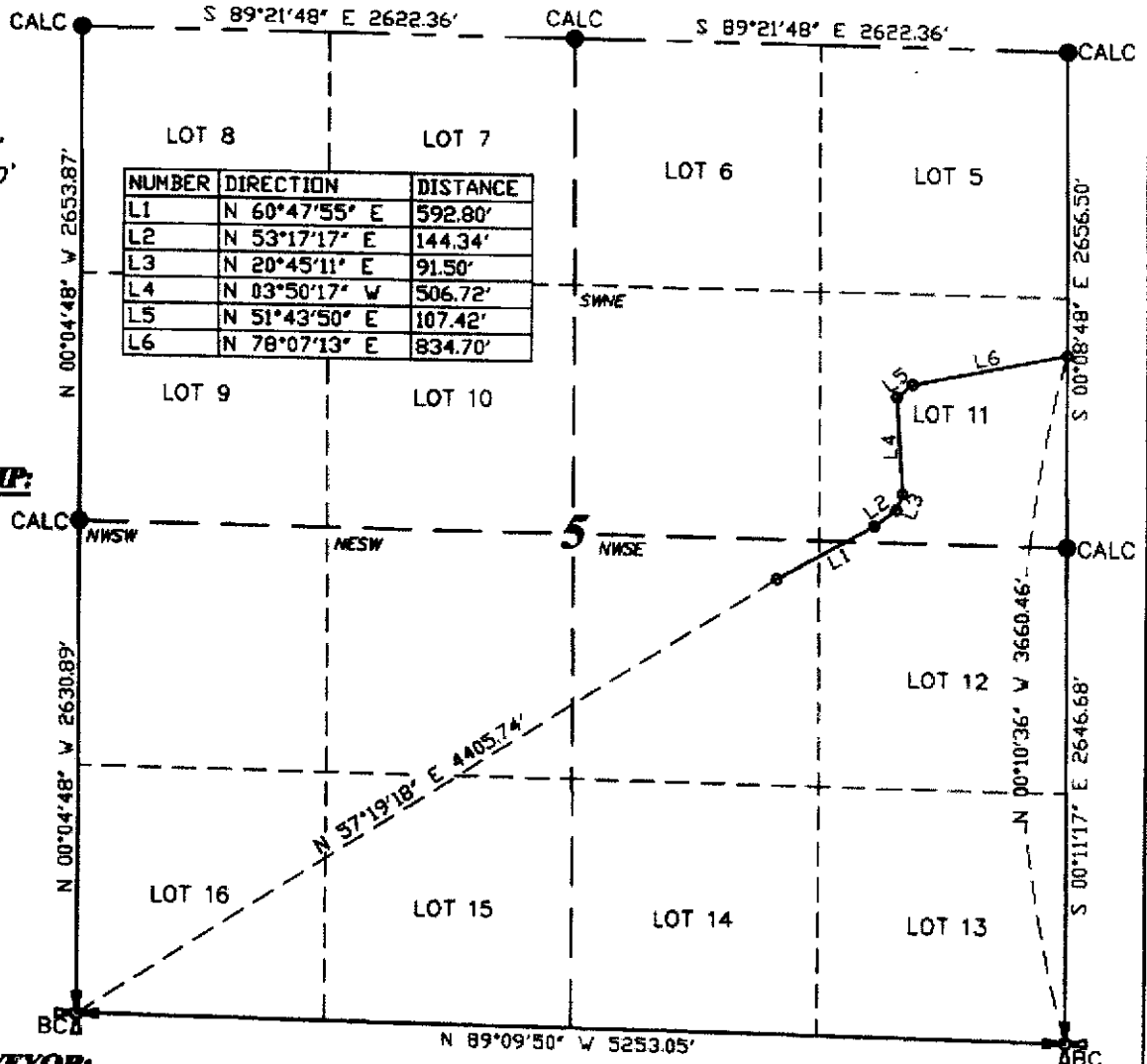
APPARENT OWNERSHIP:

MARY L. & DAVID D.
SILVER

- FOUND MONUMENT SECTION CORNER
- FOUND MONUMENT QUARTER CORNER
- PROJECTED CORNER

DATUM
SPCS WYWC (NAD 27)

NUMBER	DIRECTION	DISTANCE
L1	N 60°47'55" E	592.80'
L2	N 53°17'17" E	144.34'
L3	N 20°45'11" E	91.50'
L4	N 03°50'17" W	506.72'
L5	N 51°43'50" E	107.42'
L6	N 78°07'13" E	834.70'



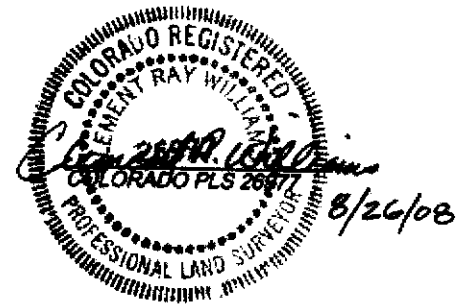
STATEMENT OF SURVEYOR:

CLEMENT R. WILLIAMS STATES HE IS BY OCCUPATION A REGISTERED LAND SURVEYOR EMPLOYED BY SAMSON RESOURCES COMPANY TO MAKE A SURVEY OF THE CENTERLINE OF A ROAD RIGHT-OF-WAY AS DESCRIBED AND SHOWN HEREON; THAT THE SURVEY OF SAID WORK WAS MADE UNDER HIS SUPERVISION AND AUTHORITY, COMMENCING ON THE 12th DAY OF AUGUST, 2008; AND THAT SUCH SURVEY IS ACCURATELY REPRESENTED UPON THIS PLAT



20084443 10/29/2008 12:58 PM
3 of 6 EASAG R\$31.00 D\$0.00

Elaine Sullivan
Moffat County Clerk



Total R-O-W Width 50 Feet,
25 Left, 25 Right of Centerline.
2277.48 Feet, 138.03 Rods, 2.614 Acres.



DRG RIFFIN & ASSOCIATES, INC.
1414 ELK ST., ROCK SPRINGS, WY 82901

(207) 363-8028

DRAWN: 8/28/08 - MNL

SCALE: 1" = 1000'

REVISED: NA

DRG JOB No. 18708

EXHIBIT A

**A MAP SHOWING A
PROPOSED ROAD RIGHT-OF-WAY
PREPARED FOR:
SAMSON RESOURCES COMPANY**



20084443

10/29/2008 12:58 PM

Elaine Sullivan

16706-A

4 of 6

EASAG R\$31.00 D\$0.00

Moffat County Clerk

ROAD

**LEGAL DESCRIPTION
OF
A PROPOSED ROAD RIGHT-OF-WAY
ACROSS
MARY L. & DAVID D. SILVER LANDS
FOR
SAMSON RESOURCES
AUGUST 26, 2008**

A STRIP OF LAND 50.00 FEET IN WIDTH FOR A PROPOSED ROAD RIGHT OF WAY ALL SITUATED IN THE EAST HALF OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 91 WEST, 6TH PRINCIPAL MERIDIAN, MOFFAT COUNTY, COLORADO, LYING 25.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 5, 6, 7 AND 8, TOWNSHIP 6 NORTH, RANGE 91 WEST, 6TH PRINCIPAL MERIDIAN, MOFFAT COUNTY, COLORADO, BEING A BRASS CAP AND IRON PIPE MONUMENT, THENCE NORTH 57°19'18" EAST, 4,405.74 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 60°47'55" EAST, 592.80 FEET;

THENCE NORTH 53°17'17" EAST, 144.34 FEET;

THENCE NORTH 20°45'11" EAST, 91.50 FEET;

THENCE NORTH 03°50'17" WEST, 506.72 FEET;

THENCE NORTH 51°43'50" EAST, 107.42 FEET;

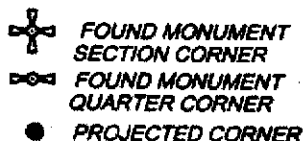
THENCE NORTH 78°07'13" EAST, 834.70 FEET, TO THE POINT OF TERMINUS, A POINT ON OR NEAR THE EASTERLY BOUNDARY OF SAID SECTION 5, NORTH 00°10'36" WEST, 3,660.46 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 4, 5, 8 AND 9, TOWNSHIP 6 NORTH, RANGE 91 WEST, 6TH PRINCIPAL MERIDIAN, MOFFAT COUNTY, COLORADO, BEING A BRASS CAP AND IRON PIPE MONUMENT.

THE TOTAL LENGTH OF THE ROAD RIGHT-OF-WAY ACROSS MARY L. AND DAVID D. SILVER LANDS AS DESCRIBED ABOVE, IS 2,277.48 FEET OR 138.03 RODS, CONTAINING 2.614 ACRES, MORE OR LESS.

REFERENCE DRAWING 16706 EXHIBIT A

STATE OF COLORADO
COUNTY OF MOFFAT

**MARY L. & DAVID D.
SILVER**



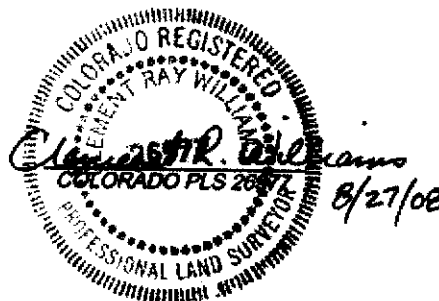
SPCS WYWC (NAD 27)

CLEMENT R. WILLIAMS STATES HE IS BY OCCUPATION A REGISTERED LAND SURVEYOR EMPLOYED BY SAMSON RESOURCES COMPANY TO MAKE A SURVEY OF THE CENTERLINE OF A ROAD RIGHT-OF-WAY AS DESCRIBED AND SHOWN HEREON, THAT THE SURVEY OF SAID WORK WAS MADE UNDER HIS SUPERVISION AND AUTHORITY, COMMENCING ON THE 12th DAY OF AUGUST, 2008 AND THAT SUCH SURVEY IS ACCURATELY REPRESENTED UPON THIS PLAT



20084443 10/29/2008 12:58 PM
5 of 6 EASAG R\$31.00 D\$0.00

Elaine Sullivan
Moffat County Clerk



Total R-O-W Width 50 Feet,
25 Left, 25 Right of Centerline.
4236.43 Feet, 256.75 Rods, 4.863 Acres.



RIFFIN & ASSOCIATES, INC.
1414 ELK ST., ROCK SPRINGS, WY 82901

DRAWN: 8/26/08 - MML

SCALE: 1" = 1000'

REVISED: NA

DRG JOB No. 18706

EXHIBIT A

**A MAP SHOWING A
PROPOSED ROAD RIGHT-OF-WAY
PREPARED FOR:
SAMSON RESOURCES COMPANY**

**LEGAL DESCRIPTION
OF
A PROPOSED ROAD RIGHT-OF-WAY
ACROSS
MARY L. & DAVID D. SILVER LANDS
FOR
SAMSON RESOURCES
AUGUST 26, 2008**

A STRIP OF LAND 50.00 FEET IN WIDTH FOR A PROPOSED ROAD RIGHT OF WAY ALL SITUATED IN SECTION 4, TOWNSHIP 6 NORTH, RANGE 91 WEST, 6TH PRINCIPAL MERIDIAN, MOFFAT COUNTY, COLORADO, LYING 25.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 4, 5, 8 AND 9, TOWNSHIP 6 NORTH, RANGE 91 WEST, 6TH PRINCIPAL MERIDIAN, MOFFAT COUNTY, COLORADO, BEING A BRASS CAP AND IRON PIPE MONUMENT, THENCE NORTH 00°10'36" WEST, 3,660.46 FEET TO THE TRUE **POINT OF BEGINNING**, A POINT ON OR NEAR THE WESTERLY BOUNDARY OF SAID SECTION 4; THENCE NORTH 79°25'29" EAST, 530.71 FEET; THENCE SOUTH 59°59'55" EAST, 133.08 FEET; THENCE SOUTH 46°33'48" EAST, 204.44 FEET; THENCE SOUTH 64°18'18" EAST, 240.35 FEET; THENCE SOUTH 50°11'02" EAST, 188.66 FEET; THENCE SOUTH 00°44'33" WEST, 294.19 FEET; THENCE SOUTH 55°15'19" EAST, 285.62 FEET; THENCE SOUTH 67°33'06" EAST, 227.95 FEET; THENCE SOUTH 85°33'15" EAST 346.12 FEET; THENCE SOUTH 61°50'35" EAST 312.09 FEET; THENCE SOUTH 51°58'09" EAST, 227.54 FEET; THENCE SOUTH 42°20'38" EAST, 318.57 FEET; THENCE SOUTH 09°58'13" EAST, 245.69 FEET; THENCE SOUTH 00°39'17" WEST, 649.21 FEET; THENCE SOUTH 29°04'34" EAST, 32.21 FEET, TO THE **POINT OF TERMINUS**, NORTH 63°34'44" EAST, 2,950.12 FEET FROM THE SECTION CORNER, COMMON TO SAID SECTIONS 4, 5, 8 AND 9, BEING A BRASS CAP AND IRON PIPE MONUMENT.

THE TOTAL LENGTH OF THE ROAD RIGHT-OF-WAY ACROSS MARY L. AND DAVID D. SILVER LANDS AS DESCRIBED ABOVE, IS 4,236.43 FEET OR 256.75 RODS, CONTAINING 4.863 ACRES, MORE OR LESS.

REFERENCE DRAWING 16706 EXHIBIT A



PAID UP OIL AND GAS LEASE

Return to:
SAMSON (Daniel Dennis)
Two West 2nd St.
Tulsa, OK 74103-3103

THIS LEASE AGREEMENT is made as of the 23rd day of March, 2010, effective May 22, 2010, by and between Mary L. Silver, a widow, whose address is 565 Taylor Street, Craig, Colorado 81625, as Lessor (whether one or more), and SAMSON RESOURCES COMPANY, with offices at Two West Second Street, Tulsa, Oklahoma 74103-3103, as Lessee.

1. **Description.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called Leased Premises:

Township 6 North, Range 91 West, 6th P.M.
Section 5: SWNE, NWSE, N2SW

in the County(ies) of Moffat, State of Colorado, containing 160.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, coal bed methane and all substances produced in association therewith from coal-bearing formations, and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "Leased Premises" also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described land; and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any bonus payment, extension bonus payment (if applicable), delay rental payment (if applicable), or shut-in royalty payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of five (5) years from the effective date of May 22, 2010 or for so long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the Leased Premises or from lands pooled or unitized therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof. This lease may be extended at Lessee's option, but not its obligation, as to all or part of the lands covered hereby for an additional term of five (5) years commencing on the date that the lease would have otherwise expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment equal to the bonus payment initially made hereunder for the primary five (5) year term of this lease.

3. **Royalty Payment.** Royalties on oil, gas and other substances produced and sold hereunder shall be paid by Lessee to Lessor as follows:

- (a) for oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (1/8) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity;
- (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth (1/8) of the net proceeds realized by Lessee from the sale thereof, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable arms-length purchase arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and
- (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes or any other applicable taxes, and any costs incurred by Lessee in treating, processing, dehydrating, compressing, gathering, delivering and otherwise marketing such production.

If at the end of the primary term or any time thereafter one or more wells on the Leased Premises or lands pooled or unitized therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee or other non producing operations are being conducted as set out below, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. Lessee shall be obligated to pay or tender to Lessor on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut-in or in which dewatering operations have commenced and thereafter on or before the succeeding anniversary dates of this lease during the period or periods such well is shut-in or is in the process of dewatering, as royalty the amount of One dollar per year per net royalty acre then retained hereunder, provided that, if leased minerals from any well are sold or used as aforesaid prior to any such anniversary date of this lease, or if at any such anniversary date, this lease is being maintained in force and effect otherwise than by reason of such shut-in or dewatering well, Lessee shall not be obligated to pay or tender, on or before that particular anniversary date, said sum of money. Such shut-in or dewatering payment shall be deemed a royalty under all provisions of this lease. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. **Depository Agent.** All payments owed Lessor under this lease shall be paid or tendered to Lessor or to Lessor's credit with a depository bank or other depository agent, the name of which will be supplied to Lessee upon request, and which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft, and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. **Operations.** Included under this article, but not by way of limitation, are those operations that may be conducted in an effort to dewater coalbed formations in an effort to produce methane gas or other associated products therefrom, if there be such. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the Leased Premises or lands pooled or unitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority or if coalbed dewatering operations cease, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise



obtaining or restoring production on the Leased Premises or lands pooled or unitized therewith, or re-establishes coalbed dewatering operations, within 180 days after completion of operations on such dry hole or within 180 days after such cessation of all production or coalbed dewatering cessation. If at any point within 90 days immediately prior to the end of the primary term, or if at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, or operations to re-establish coalbed dewatering operations, this lease shall remain in force so long as any one or more of such operations are prosecuted with no interruption of more than 180 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the Leased Premises or lands pooled or unitized therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the Leased Premises or lands pooled or unitized therewith as would a reasonably prudent operator under the same or similar circumstances to protect the Leased Premises from uncompensated drainage by any well or wells located on other lands not pooled or unitized therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein. It is also understood that operations hereunder may include, and Lessee is granted the exclusive right to inject air, gas, water, brine and other fluids from any source (other than Lessor's potable or irrigation water source) into subsurface strata that are below and separated from the source of said Lessor's water source.

6. Pooling and Unitization. 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 for the conservation of oil and gas or in order to promote the prudent development of the Leased Premises, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total 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 and may do so either individually or by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. By granting this Lease, Lessor hereby agrees to and grants its consent to any pooling, cooperative or unit plan of development adopted by Lessee and approved by the appropriate governmental authority (if so required).

7. Payment Reductions. If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, the royalties and shut-in royalties payable hereunder for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

8. Ownership Changes. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to any payment due hereunder, including but not limited to royalty or shut-in royalty, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository provided for above. If at any time two or more persons are entitled to such payment(s) hereunder, Lessee may pay or tender such payment(s) to such persons or to their credit in the depository, either jointly, or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred.

9. Release of Lease. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. Ancillary Rights. In exploring for, developing, producing, transporting and marketing oil, gas and other substances covered hereby on the Leased Premises or lands pooled or unitized therewith, in primary, secondary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the Leased Premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities, structures or equipment deemed necessary by Lessee to discover, produce, store, treat, market and/or transport production from the Leased Premises or lands pooled or unitized therewith. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the Leased Premises or lands pooled or unitized therewith, except water from Lessor's wells or ponds. In exploring, developing, producing, transporting or marketing from the

Leased Premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire Leased Premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the Leased Premises or lands pooled or unitized therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 300 feet from any house or barn now on the Leased Premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for any reasonable damage caused by its operations to buildings and other improvements now on the Leased Premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right but not the obligation at any time to remove its fixtures, equipment and materials, including well casing, from the Leased Premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Regulation and Delay. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment (including but not limited to rigs), services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. Breach or Default. No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any alleged breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the alleged breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Warranty of Title. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the Leased Premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties, shut-in royalties or any other payments owed hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. Limited Liability. Lessee shall indemnify and hold Lessor harmless from any and all liability, liens, claims and environmental liability arising out of Lessee's operations under the terms of this lease.

15. Offer to Lease. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered, and all other pertinent terms and conditions of the offer. Lessee, for a period of thirty (30) days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

16. Sole Agreement. This Agreement may be executed in counterparts and all counterparts shall be construed together and shall constitute one Agreement. Upon execution, this lease shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor. Any prior agreement or representation, oral or written, between the parties is superseded by this Agreement and this Agreement between the parties above is the sole and only agreement now in effect between such parties.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above,

LESSOR:

Mary L. Silver
Mary L. Silver

LESSEE: SAMSON RESOURCES COMPANY

By: Steve R. Stacy

Title: Attorney-in-Fact



20101581
4 of 4

5/14/2010 2:44 PM
OGL R\$21.00 D\$0.00

Elaine Sullivan
Moffat County Clerk

State of Colorado)
COUNTY OF Moffat)

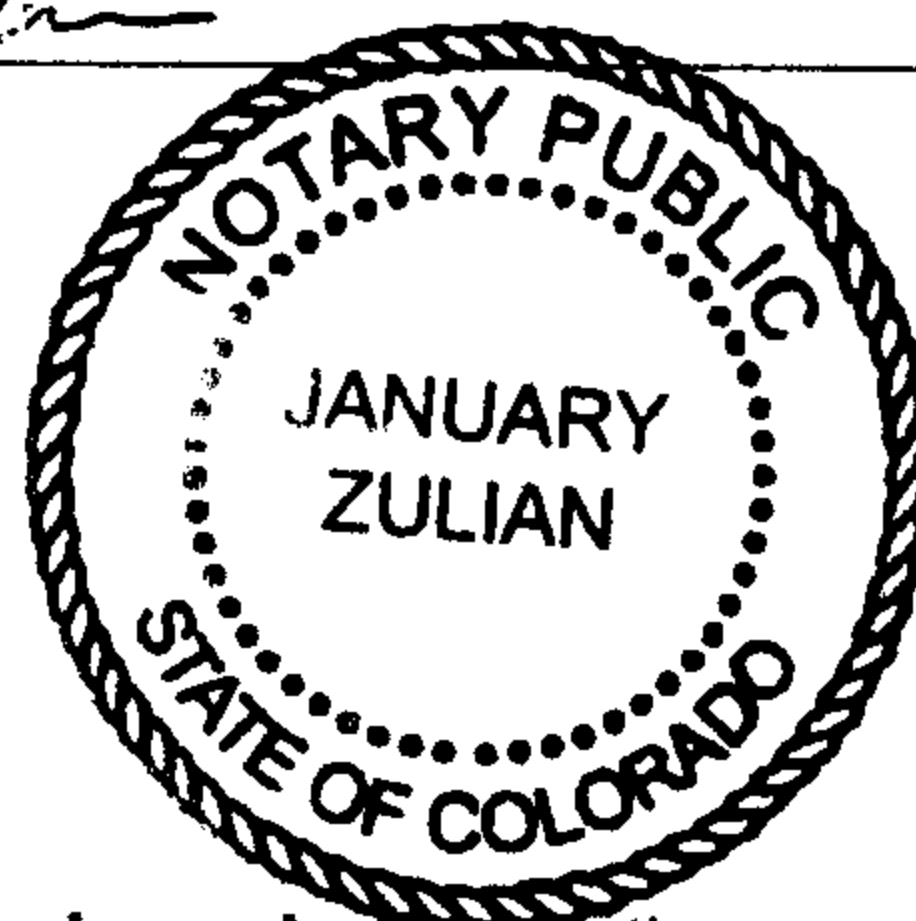
(Individual Acknowledgment)

This instrument was subscribed, sworn to, and acknowledged before me on this 24 day of March, 2010, by Mary L. Silver, known to me to be the identical person(s) who executed the within and foregoing instrument.

WITNESS my hand and official seal.

January Zulian
Notary Public

My Commission Expires March, 09, 2014



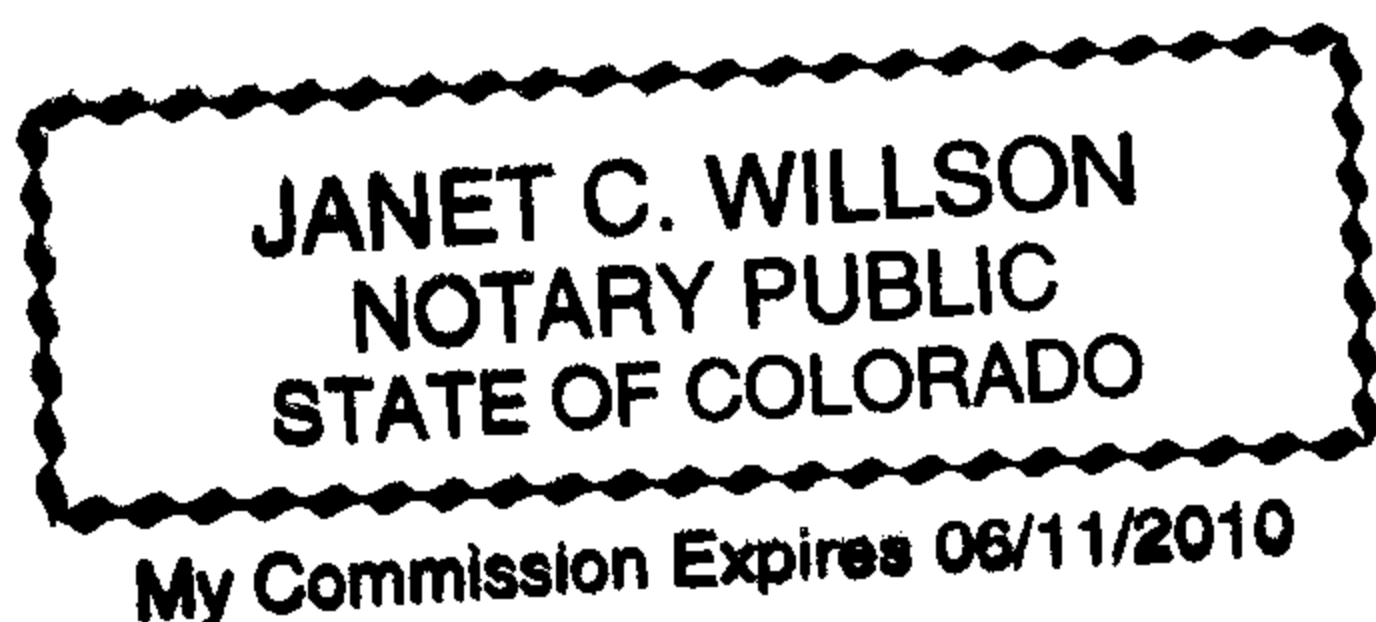
STATE OF Colorado)
COUNTY OF Denver)

(Corporate/Estate/Trust Acknowledgment)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30th day of April, 2010, personally appeared Steve R. Stacy, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing as its Attorney-in-Fact, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Trusts for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

(SEAL)



Janet C. Willson
Notary Public
My Commission Expires: 6/11/2010

After Recording Return to:
Samson Resources Company
Attn: Helen Cook
Two West Second Street
Tulsa, OK 74103-3103



20123860 9/6/2012 11:04 AM
1 of 1 MEM R\$11.00 D\$0.00

Lila Herod
Moffat County Clerk

MEMORANDUM OF OIL AND GAS LEASE

STATE OF COLORADO §

COUNTY OF MOFFAT §

THIS MEMORANDUM, made this 9th day of July, 2012 by and between **Mary L. Silver, a widow**, whose address is **565 Taylor Street, Craig, CO 81625**, hereinafter called "Lessor", and **QUICKSILVER RESOURCES INC.**, a Delaware corporation, 801 Cherry Street, Suite 3700, Unit 19, Fort Worth, Texas 76102 hereinafter called "Lessee."

WITNESSETH: That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Oil and Gas Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby lease unto Lessee for the sole and only purpose of exploring for, producing and marketing oil and gas, including casinghead gas and other gaseous substances from, all that certain land situated in the County of Moffat, State of Colorado, and more particularly described as follows:

Township 6 North Range 91 West

Section 4: Lots 9 (40.67), 10 (40.82), 11 (40.94), 12 (41.09), 15 (40.72) & 16 (40.58)

Section 5: Lots 11 (40.20) & 12 (40.21)

Containing 325.23 acres, more or less (the "Premises")

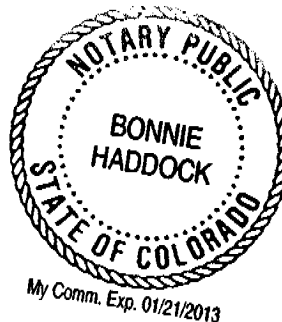
The term of said Oil and Gas Lease is for **Five (5)** years from the date thereof and so long thereafter as oil or gas is being produced in paying quantities from the lease premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil and gas are being conducted thereon, as therein provided.

Reference is hereby made to executed copies of said Oil and Gas Lease in possession of Lessor and Lessee respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused the Memorandum of Oil and Gas Lease to be executed effective as of the day and year first herein written.

LESSOR:

Mary L. Silver
Mary L. Silver, a widow



STATE OF Colorado §
COUNTY OF Moffat §

The foregoing instrument was acknowledged before me on this 12th day of July 2012, by Mary L. Silver, a widow.

B. Haddock
Notary Public, State of Colorado
My Commission Expires: 1-21-2013

THIS DOCUMENT DRAFTED BY
AND UPON RECORDING RETURN TO:
VALLEY SOLAR, LLC
C/O NATIONAL GRID RENEWABLES DEVELOPMENT, LLC
8400 NORMANDALE LAKE BLVD, SUITE 1200
BLOOMINGTON, MN 55437
ATTN: REAL ESTATE DEPT.
PHONE: 952-988-9000

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

OPTION TO OBTAIN EASEMENT

This OPTION TO OBTAIN EASEMENT ("Agreement") is entered into this 14th day of May, 2022 between David D. Silver, David D. Silver ("Option Grantor"), whose address is 565 Taylor Street Craig, CO 81625, and Valley Solar, LLC, a Delaware limited liability company ("Option Grantee"), whose address is c/o National Grid Renewables Development LLC, 8400 Normandale Lake Blvd, Suite 1200, Bloomington, MN 55437 (individually, a "Party," or collectively, the "Parties").

RECITALS

- A. Option Grantor and his mother, Mary L. Silver, as joint tenants, are the owners of certain real property in Moffat County, Colorado, legally described on **Exhibit A** attached hereto and made a part hereof (the "Property").
- B. Option Grantor is a full-time caretaker for his mother, Mary L. Silver.
- C. Option Grantor desires to grant an easement for a transmission line to Option Grantee now, but there are concerns about the capacity of Mary L. Silver to understand such transaction. Mary L. Silver does not have a power of attorney, conservatorship, or other mechanism to enable Option Grantor to grant the easement on her behalf.
- D. Mary L. Silver is 102 years of age and while everyone hopes for her to continue a long and fulfilling life for as long as possible, there is a significant possibility that she may pass away in the near future. Pursuant to the joint tenancy, the Property will vest 100% in Option Grantor upon her passing.
- E. Rather than invest in an expensive and lengthy conservatorship proceeding to enable Mary L. Silver to grant an easement for the transmission line now, which Option Grantee may not need for several years anyway, the Parties prefer to agree on the terms and

conditions for the grant of such easement in the future when Option Grantor is the sole owner of the Property.

- F. Therefore, Option Grantor desires to grant to Option Grantee, subject to the terms and conditions stated in this Agreement, the right to obtain an easement on the Property, on the terms and conditions set forth below.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree that the Recitals set forth above are correct in all material respects and are hereby incorporated in the Agreement and further agree as follows:

TERMS

1. Grant of Option. For and in consideration of the amount set forth in the attached **Exhibit C** and other good and valuable consideration (the "Option Consideration"), Option Grantor hereby grants, bargains, sells, conveys and confirms unto Option Grantee, until midnight Mountain Standard Time on December 31, 2029 (the "Option Period") the sole and exclusive option (the "Option"), but not the obligation, to acquire from the Option Grantor, an easement on the Property under an agreement substantially similar to **Exhibit B** (the "Easement"), with terms no less favorable to Option Grantor than those provided in the Easement, after Mary L. Silver passes away but no later than six (6) months thereafter, unless such deadline is extended pursuant to Section 6. The Option Consideration paid is non-refundable, except in the event of Option Grantor's default of its obligations under this Agreement beyond any applicable cure period.
2. Easement Payment. Upon exercise of the Option, and subsequent grant of the Easement, unless the Easement is terminated prior to the applicable payment date, Option Grantee shall pay Option Grantor the applicable amounts pursuant to the Easement.
3. Title. Option Grantor covenants and agrees and will warranty the title to the Property and defend the Property, in the quiet and peaceable possession of Option Grantee and the successors and assigns of Option Grantor, against all and every person or persons claiming the whole or any part thereof, by, through or under Option Grantor, subject to any and all matters of public record with the records of Moffat County, Colorado or disclosed in writing by Option Grantor, as of the date of this Agreement, and any subsequent matters approved by Option Grantee, which approval shall not be unreasonably withheld; provided, however, that Option Grantor shall not enter into any agreements or grant any rights or interests in or to the Property to any competing solar energy developer or any other person or entity if such agreement, rights, or interest would interfere with Option Grantee's rights hereunder.
4. Assignment. Option Grantee, upon request, may designate a related entity such as a subsidiary, or any entity to whom Option Grantee or the owner of its membership

interests sells, assigns, or transfers such membership interests or any of Option Grantee's assets (including, but not limited to, a public utility), to take title to the Easement. Option Grantor may sell or convey the Property subject to this Agreement, provided that the Easement shall run with the land and shall be binding upon and inure to any buyer or transferee of the Property. However, before Mary L. Silver passes away, Option Grantor shall not convey or disclaim its ownership interest in the Property without the prior written consent of Option Grantee, which consent shall not be unreasonably withheld, provided that it shall be not be deemed unreasonable for Option Grantee to condition such consent on securing a consent and joinder with respect to this Agreement from any buyer or transferee of the Property.

5. Exercise of Option. To exercise the Option, within six (6) months after Mary L. Silver passes away, or such longer period if the deadline to exercise the Option is extended pursuant to Section 6, Option Grantee shall deliver to Option Grantor the Easement, or an easement agreement substantially similar to **Exhibit B** with terms no less favorable for Option Grantor, signed by Option Grantee, together with payment in immediately available funds in the amount set forth in **Exhibit C** (the "Exercise of Option Fee"), at Option Grantor's address above (unless Option Grantor provides notice of a different address). Option Grantor shall sign the Easement and return a fully executed copy of the Easement to Option Grantee, and Option Grantee shall have the right to file the Easement in the public records of Moffat County.
6. Date of Passing: Conservatorship. Option Grantor shall give written notice to Option Grantee of Mary L. Silver's passing no more than three (3) months after she passes away, together with copies of documents, if any, required to be recorded or filed to complete the transfer of title to the Property to Option Grantor in accordance with Colorado law. If Option Grantor fails to notify Option Grantee of her passing within three (3) months, then their deadline to exercise the Option shall be extended by the same number of days by which the notice was late. If Mary L. Silver does not pass away by December 31, 2024, then Option Grantee may obligate Option Grantor to expend its best efforts to complete a conservatorship to obtain authority to grant the Easement on Mary L. Silver's behalf by delivering a written demand for the same along with immediately available funds in the amount set forth in **Exhibit C** for use in financing the conservatorship proceeding. If the conservatorship costs more than the initial amount set forth in **Exhibit C** (which is very possible), then Option Grantor has the right to notify Option Grantee of its need for additional funds in advance to finance the conservatorship proceeding. No later than twenty (20) days after receipt of such notice, along with reasonable documentation of the need for such additional funds, Option Grantee shall deliver the requested funds which shall not exceed the amount set forth in **Exhibit C** at one time, provided that Option Grantor may repeat this request in good faith until the conservatorship proceeding is completed, with a cap on Option Grantee's obligations under this Section 6 in the amount provided in **Exhibit C**.

7. Termination and Release. If Option Grantee fails to deliver to Option Grantor in writing the signed Easement and payment after Mary L. Silver passes away during the Option Period, this Agreement shall terminate without liability on either party hereto and shall be of no further force and effect. If Option Grantee decides that it will not exercise the Option (such as by choosing a different transmission line route or abandoning the associated energy project), then Option Grantee shall promptly notify Option Grantor in writing along with a signed termination and release of its rights under this Agreement at no cost to Option Grantor. If Option Grantor suspects in good faith that Option Grantee no longer intends to exercise the Option (i.e. if the transmission line is constructed elsewhere or the Option is not exercised within thirty (30) days after Mary Silver's passing), and contacts Option Grantee to request a termination and release of this Agreement, then Option Grantee shall respond in good faith whether it reasonably anticipates to exercise the Option. If Option Grantee fails to respond to such communication within thirty (30) days, then this Agreement shall terminate.

6. General Provisions.

- a. All notices to be given under the terms and provisions of this Agreement shall be given by registered or certified mail, or by written notice delivered in person to the respective parties hereto at their address as above specified. Either party may effect a change of address by advising the other party by registered or certified mail of such change.
 - b. This Agreement is governed by Colorado law. The parties consent to jurisdiction in Colorado, and to venue in Moffat County, Colorado.
 - c. This Agreement may only be modified or amended by a written document executed by all parties. This Agreement cannot be amended orally.
-
- d. This Agreement contains the sole understanding of the parties with respect to its entire subject matter. All prior discussions, negotiations, commitments, and understandings relating to the subject of this Agreement are merged into it.
 - e. The provisions of this Agreement have been independently, separately and freely negotiated by the parties as if drafted by both of them.
 - f. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.
 - g. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (a "Holiday"), such deadline shall be extended to the next day that is not a Saturday, Sunday or Holiday.

- h. Option Grantee shall have the right to file this Agreement or a memorandum thereof in the official public records of Moffat County, Colorado. The Parties hereby acknowledge and agree that the attached **Exhibit C** shall be removed prior to filing this Agreement in the official public records of Moffat County, Colorado, and that such removal of **Exhibit C** shall not affect the validity of this Agreement.

EXECUTED the date above written.

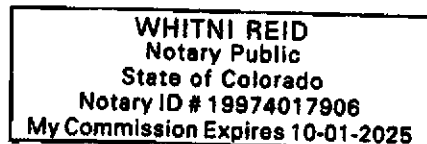
OPTION GRANTOR:

David D. Silver
David D. Silver, _____

STATE OF Colorado)
COUNTY OF Moffat) ss.

The foregoing instrument was acknowledged before me this 4th day of May, 2022, by David D. Silver, individual.

Whitni Reid
Notary Public



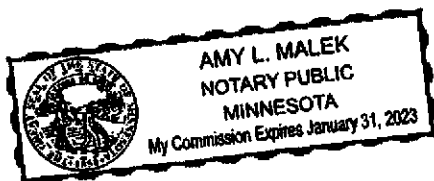
OPTION GRANTEE:

Valley Solar, LLC,
a Delaware limited liability company

Nathan Franzen
By: Nathan Franzen
Its: VP Development

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 17th day of May, 2022, by Nathan Franzen as Vice President Development of Valley Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.



Amy L. Malek
Notary Public

EXHIBIT A

Legal Description of the Property

Moffat County Tax Parcel Number(s): 085505100002

[See following pages for legal description]

EXHIBIT A

OWNER'S PROPERTY

Tax Parcel Number: 85505100002

The following described real estate in Moffat County, State of Colorado, described as follows:

Township 6 North, Range 91 West of the 6th P.M.

Section 4: Lots 9, 10, 11, 12, 15 and 16

1) **Less** a 13.09 acre tract in the SE corner of Lot 12, more particularly described as follows:

Beginning at the E 1/4 Corner of Section 4, Township 6 North, Range 91 West of the 6thP.M.,

Thence S89°21'W, 1088.80 feet along the South boundary of said Lot 12;

Thence N4S°24'E, 1509.04 feet along the East right-of-way of a county road;

Thence S00°47'E, 1047.40 feet along the East section line of said Section 4 to the point of beginning.

All as more particularly described in a Warranty Deed from Silver to Personcus recorded in Book 299 at Page 32S of the Moffat County, Colorado Records.

2) **Less** a 71.33 acre tract in Lots 10, 11 and 12, more particularly described as follows:

Beginning at a point from which the E 1/4 Corner bears N89°02'04 "E, 510.86 feet and S00° 57'37"E, 1316.90 feet;

Thence S89°02'04"W, 2176.15 feet;

Thence S88°55'09"W, 400 feet;

Thence S1°27'47"E, 1293 .80 feet;

Thence N81°53'29"E, 1885.36 feet;

Thence N46°21'06"E, 924.34 feet along a County roadway fence;

Thence N00°57'37"W, 663.22 feet to the point of beginning.

All as more particularly described in a Warranty Deed from Silver to Erwin recorded in Book 407 at Page 570 of the Moffat County, Colorado Records.

3) **Less** a 2.61 acre tract in the NE portion of Lot 12, more particularly described as follows:

Beginning at a point on the East boundary of the County road right-of-way which is S00°57'37"E, 1047.4 feet from the E1/4 Corner of Section 4;

Thence N00° 57'37"W, 77.45 feet along the East section line of Section 4 to a point;

Thence S46°21'06"W, 1655.69 feet along the West right-of-way of the County road to a point;

Thence N88°53'29"E, 128.17 feet along the South boundary of Lot 12 to a point;
Thence N45°13'23"E, 1509.04 feet along the East boundary of the county road to the point of beginning.

All as more particularly described in a Quit Claim Deed from Silver to The Board of County Commissioners of the County of Moffat as recorded in Book 412 at Page 45 of the Moffat County, Colorado Records.

4) **Less** a 4.164 acre tract in Lot 12 and being more particularly described as follows:

Beginning at a point which is N0°57'37"W, 1124.85 feet from the E1/4 Corner of said Section 4;

Thence N00°S7'37"W, 192.0S feet;

Thence S89°02'04"W, S10.86 feet;

Thence S0°57'37"E, 663.22 feet;

Thence N46°21'06"E, 348.00 feet;

Thence N43°38'S4"W, 192.00 feet;

Thence N46°21'06"E, 192.00 feet;

Thence S43°38'54"E, 192.00 feet;

Thence N46°21'06"E, 155.00 feet to the point of beginning.

All as more particularly described in a Quit Claim Deed from Silver to Meats as recorded in Book 475 at Page 438 of the Moffat County, Colorado Records.

5) **Less** a .8 acre tract of land located in Lot 12 more particularly described as follows:

Beginning at a point from which the E1/4 Corner bears S00°57'37"E, 1124.85 feet;

Thence W43°38'54"S, 155 feet along a County roadway fence;

Thence N43°38'54"W, 192 feet;

Thence W46°21'06"S, 192 feet;

Thence S43°38'54"E, 192 feet;

Thence N46°21'06"E, 192 feet along a County roadway fence to the point of beginning.

All as more particularly described in a Personal Representative's Deed from Silver to Silver in Book 519 at Page 729 of the Moffat County, Colorado Records.

Section 5: Lots 11, 12, N1/2SW1/4, NW1/4SE1/4, SW1/4NE14

EXHIBIT B

Form of Easement

[See following pages]

THIS DOCUMENT DRAFTED BY
AND UPON RECORDING RETURN TO:
VALLEY SOLAR, LLC
C/O NATIONAL GRID RENEWABLES DEVELOPMENT, LLC
8400 NORMANDALE LAKE BLVD, SUITE 1200
BLOOMINGTON, MN 55437
ATTN: REAL ESTATE DEPT.
PHONE: 952-988-9000

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

TRANSMISSION EASEMENT AGREEMENT

This Transmission Easement Agreement ("Agreement") dated as of _____,
20__ (the "Effective Date"), is entered into by and between ~~Mary L. Silver~~

(insert name of spouse, if any and marital status)

David D. Silver _____
(insert name of spouse, if any and marital status)

(collectively, "Owner"), whose address for notices is 565 Taylor Street, Craig, CO 81625, and Valley Solar, LLC, a Delaware limited liability company (together with its successors and assigns, "Developer"), whose address for notices is 8400 Normandale Lake Blvd, Suite 1200, Bloomington, MN 55437.

RECITALS

- A. Owner owns the real property located in Moffat County, State of Colorado, more particularly described on Exhibit A attached hereto (the "Property").
- B. Developer is developing energy generation facilities on properties located in the vicinity of the Property (the "Project").
- C. Developer desires to obtain a non-exclusive easement for purposes of installing underground and/or aboveground transmission lines and related facilities, to serve one or more phases of the Project, for the transmission of electricity across certain portions of the Property.
- D. Owner is willing to grant such easements on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Developer agree as follows:

I. Grant and Description of Easements.

1.1 Grant of Easement for Transmission Facilities. Owner hereby grants and conveys to Developer a non-exclusive easement (the "**Transmission Easement**") on, in, along, over, across and under the Property, in the location described on the attached **Exhibits B and B-1** (the "**Easement Area**"), which Easement Area is located parallel and adjacent to public rights of way or other boundaries of the Property, for the purposes of surveying, conducting studies (including but not limited to cultural surveys, environmental studies, and geotechnical studies including soil borings), erecting, constructing, replacing, relocating, improving, enlarging, removing, inspecting, maintaining, operating, repairing, using, and allowing underground and/or aboveground electrical transmission and related communications lines and cables, footings, cross arms, poles, wires, conduit, circuit breakers and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission of electrical energy (collectively, "**Transmission Facilities**"), together with the Appurtenant Rights referenced below. Developer's right to use the Transmission Easement is limited to the purposes expressly described herein (for example, Developer shall not have the right to install buildings or utilities unrelated to electric transmission in the Easement Area).

1.2 Construction Easement and Other Appurtenant Rights. In addition to the foregoing, Developer is hereby granted a non-exclusive easement (the "**Appurtenant Rights Easement**") on, in, along, over and across the Property for the following related rights necessary or convenient for Developer's use of the Transmission Easement (the "**Appurtenant Rights**"):

(a) the right of ingress to and egress from the Transmission Facilities to a public right of way or to adjacent Transmission Facilities;

(b) the right to enter the Property for the purpose of surveying and conducting studies (including but not limited to cultural surveys, environmental studies, and geotechnical studies including soil borings) in connection with such Transmission Facilities;

(c) the right to permit the installation, placement or attachment to the Transmission Facilities within the Easement Area;

(d) the right to clear and to keep clear the Easement Area free from any buildings, fencing (notwithstanding the foregoing, Owner has the right to install fencing for farming and grazing purposes or boundary line purposes, provided that Developer may temporarily remove such fencing to exercise its rights hereunder), equipment, brush, combustible material and any and all other new structures, and obstructions of any kind, and the right to trim or remove

brush, trees or other hazards on the Property which, in the reasonable opinion of Developer, may interfere with Developer's exercise of its rights hereunder or the transmission of electricity; and

(e) all other rights and privileges necessary and incidental to the full use and enjoyment of the Transmission Easement for the purposes permitted in this Agreement.

1.3 Term of Easement. The term of this Agreement (the "Term") is perpetual, unless terminated pursuant to Section 3 below.

2. Payments for Transmission Easement.

2.1 Compensation. As the consideration for this Agreement and the grant of the Transmission Easement and other rights hereunder, Developer agrees to make payments to Owner as described in Exhibit C. Owner acknowledges and agrees that it shall not be permitted to sever the payments under the Agreement, and shall not be permitted to assign payments due to Owner under the Agreement to a third party without the consent of Developer. Upon the transfer of an interest in the Property to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party. Owner shall notify Developer of any transfer of an interest in the Property.

2.2 Crop Damages.

(a) The parties anticipate and acknowledge that Owner may suffer damage to crops, tile, fences, and other property or improvements on the Property during Developer's construction, installation and maintenance of Transmission Facilities on the Property. Developer shall reimburse Owner for any such damages within thirty (30) days after determining the extent of damage.

(b) Crop damages will be calculated by the following formula: Price x Yield x Percentage of Damage x Acreage = Crop Damages. Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the next previous two (2) years' yields of the same crop as the damaged crop, according to Owner's records, as received from and certified by Owner, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Owner's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Owner does not have yield records available, the Owner will use FSA records for the county in which the Property is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

(c) Developer will undertake commercially reasonable efforts to decompact any soil affected by compaction. In addition, if Developer's installation of Transmission Facilities causes crop yields located greater than five (5) feet from such foundations to be seriously impaired due to compaction during the growing season in which such installation occurs, then Developer and Owner shall determine in good faith the acreage of land affected by

such compaction (the "Seriously Compacted Area") and, in addition to Developer's payment for destruction or damage to existing growing crops, Developer will compensate Owner for crop losses in the Seriously Compacted Areas. The amount of such compensation will be $\text{Price} \times \text{Yield} \times \text{Acreage} \times 3 = \text{Compaction Damages}$. After such payment for any Seriously Compacted Area, Developer shall not be responsible to pay Owner any loss of income, rent, business opportunities, profits or other losses arising out of Owner's inability to grow crops or otherwise use the portion of the Property occupied by Transmission Facilities.

3. Termination: Default.

3.1 Termination by Developer. Developer, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement at any time upon written notice to Owner.

3.2 Termination by Owner for Default by Developer. Owner, its successors or assigns shall have the right to terminate the Transmission Easement and this Agreement only if (a) Developer fails to pay any monetary amounts owing hereunder when due, and pursuant to the provisions of Section 5 below, (b) Owner notifies Developer, its successors, assigns, Assignees and Mortgagees (as defined below) of the default, and (c) Developer, its successors, assigns, Assignees, or Mortgagees have not cured the default as set forth in Section 5.

3.3 Actions Upon Termination. Upon termination of this Agreement, Developer shall file a termination of this Agreement in the public records. Within twelve (12) months after the expiration, surrender or termination of this Agreement, Developer shall remove from the Easement Area (or such part thereof, as applicable) any Transmission Facilities owned, installed or constructed by Developer thereon and leave the surface of the Easement Area free from debris; provided, however, that Developer shall only be required to remove the same to the greater of (a) forty-eight (48) inches below the surface of the land or (b) the depth (if any) required by applicable law; and Developer shall have a continuing easement to enter the Property for such purpose during such twelve (12) month period. If Developer fails to remove any of the Transmission Facilities within the required time period, such Transmission Facilities shall be considered abandoned by Developer and Owner may remove the Transmission Facilities. In the event Owner removes such Transmission Facilities, Developer shall reimburse Owner for all reasonable costs of removing those Transmission Facilities, less any salvage value received by Owner, within thirty (30) days after receipt of an invoice from Owner.

4. Nature of Easement: Overburdening.

4.1 Easement in Gross. The easements and covenants contained in this Agreement are intended to be easements in gross and shall run with the Property, but shall not be appurtenant to any land owned or controlled by Developer. Owner agrees that the easements may continue to be used for the purposes described herein for the benefit of any property owned, leased, or otherwise occupied or used by Developer and Developer's successors, assigns, and tenants.

4.2 Abandonment. Except as provided in Section 3, no act or failure to act on the part of Developer or the holder of the Transmission Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by such holder of a termination of this Agreement.

5. Assignment/Mortgage.

5.1 Right to Assign. Developer shall have the right, without Owner's consent or approval, and with no requirement for giving Owner prior notice, to sell, convey, lease, transfer or assign all or any portion of the Transmission Easement, Appurtenant Rights Easement, this Agreement, or the Transmission Facilities on a nonexclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, licenses or similar rights, however denominated (collectively, "Assignment"), to one or more persons or entities (each an "Assignee"). Any such sale, conveyance, lease, transfer or assignment shall be subject to the terms and conditions of this Agreement, including but not limited to the limited uses described in Section 1. Developer shall provide notice of any such sale, conveyance, lease, transfer or assignment to Owner.

5.2 Right to Mortgage. Developer, without Owner's consent or approval and with no requirement for giving Owner prior notice, may mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in all or any part of its interest in this Agreement, the Transmission Easement, Appurtenant Rights Easement, the Easement Area and the Transmission Facilities (collectively, the "Transmission Facilities Assets"), which security interests in all or a part of the Transmission Facilities Assets are collectively referred to herein as "Mortgages" and the holders of the Mortgages, their designees and assigns are referred to herein as "Mortgagees." Owner agrees to consent in writing to such financing documents as may be reasonably required by Mortgagees in connection with any financing of or involving the Transmission Facilities Assets. Developer may not mortgage, collaterally assign, or otherwise encumber and grant liens and security interests in Owner's interest in the Property.

5.3 Notice. Developer or the pertinent Mortgagee or Assignee will give Owner notice of any Mortgage or Assignment and will include the name and address of each Mortgagee and/or Assignee; provided, however, the failure to give such notice will not invalidate the Mortgage or Assignment, but rather will only have the effect of not binding Owner to such Mortgagee or Assignee until such notice has been given.

5.4 Extended Cure Period; Right to Cure. As a precondition to exercising any rights or remedies related to any alleged breach by Developer under this Agreement, Owner will simultaneously give written notice of the alleged breach to Developer and each Mortgagee and Assignee, specifying in detail the alleged breach and the required remedy. Developer will have thirty (30) days after receipt of such notice to cure the alleged breach, and each Mortgagee and Assignee will have sixty (60) days after receipt of such notice to cure the alleged breach. Owner is only required to give notice to a Mortgagee and Assignee of which it has received written notice and only at the address provided for that party (which address may be changed by notice to Owner). Any Mortgagee and Assignee will be permitted (but not required) to timely exercise or perform Developer's rights and

obligations under this Agreement, and Owner will accept such exercise and performance. Further, If a Mortgagee cannot cure Developer's default under this Agreement without obtaining the right to enter the Property, then that default will nevertheless be deemed remedied if: (i) within sixty (60) days after receiving the subject notice of default, the Mortgagee acquires the right to enter the Property, or starts appropriate proceedings to obtain this right; (ii) the Mortgagee prosecutes these proceedings to completion with commercially reasonable diligence; and, (iii) after gaining the right to enter the Property, the Mortgagee performs the Developer's obligations under this Agreement as and when due in accordance with the terms of this Agreement. If a Mortgagee is prohibited by any process or injunction issued by any court from starting or prosecuting the proceedings described above, then the sixty (60)-day period specified above will be extended for the period of that prohibition.

5.5 Assignment and Enforcement: Possession. Any Mortgagee and Assignee will be entitled to assign its interest or enforce its rights under its Assignment or Mortgage, as permitted by applicable law, without notice to or approval of Owner. A Mortgagee may acquire title to and take possession of Developer's interest in this Agreement, and operate the Facilities, also without notice to or approval of Owner, or a Mortgagee may cause a receiver to be appointed to perform any of the foregoing.

5.6 Limitation of Liability. A Mortgagee that does not directly hold an interest in this Agreement will not have any obligation under this Agreement prior to the time that such Mortgagee succeeds to ownership of such interest. Any such Mortgagee will be liable to perform obligations under this Agreement only for and during the period of time that such Mortgagee directly owns such interest.

5.7 New Agreement. If this Agreement or any part of it is rejected by a trustee or debtor-in-possession in any bankruptcy or is terminated for any other reason, and if, within sixty (60) days after such rejection or other termination, any Mortgagee or Assignee or Developer so requests, Owner will execute and deliver to the requesting party a new agreement provided that all monetary obligations due Owner have been paid on or before the date of such execution and the cure of all non-monetary obligations (that are curable) has begun and is continuing. The new agreement will contain the same conditions and terms of this Agreement (except for any requirements that have been fulfilled before such rejection or termination) and will be for the then-remaining term of this Agreement.

6. No Interference. Owner shall not construct, install, or permit to be constructed or installed, any improvements, fences (notwithstanding the foregoing, Owner has the right to install fencing for farming and grazing purposes or boundary line purposes, provided that Developer may temporarily remove such fencing to exercise its rights hereunder), structures, buildings, foliage or vegetation, utility lines or other improvements of any type whatsoever upon, in, on, under or near the Easement Area that would materially inhibit or impair any of Developer's rights or benefits as set forth in this Agreement.

7. Indemnity. To the fullest extent not prohibited by applicable law, Developer shall indemnify, hold harmless, and, at Owner's election, defend Owner and Owner's officers, shareholders, affiliates, employees, tenants, guests and agents for, from and against any and all

claims, damage, expense and liability for injury to or illness or death of any person, or injury to, loss or destruction of any property to the extent resulting from or arising out of the use or existence of the Transmission Easement, or the conduct of Developer or any contractor, agent, employee, invitee, tenant or permittee of Developer, or its successors and assigns.

8. Miscellaneous.

8.1 Complete Agreement. This Agreement is the final and complete agreement between the parties concerning the Transmission Easement and Appurtenant Rights Easement.

8.2 Estoppel Certificates. Owner shall execute estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Developer or any Mortgagee may reasonably request at any time and from time to time. Owner and Developer shall cooperate in (a) amending this Agreement from time to time to include any provision that may be reasonably requested by Developer or Owner or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee's security interest and (b) executing any documents which may reasonably be required by Developer or a Mortgagee. Owner shall request of any Owner's lenders to execute an agreement of non-disturbance from any Mortgagee with respect to Developer's interest in the Easement Area and this Agreement. The failure of Owner to execute and deliver any estoppel certificate within fifteen (15) days of written request from Developer shall constitute Owner's agreement that all of the statements included in an estoppel certificate provided by Developer are true and correct, without exception.

8.3 Notices. Notices allowed or required hereunder shall be in writing and shall be effective when served upon or personally delivered to the party to whom such notice is directed, or, if mailed, two (2) days after such notice is deposited in the United States mail, certified or registered, correct postage prepaid, and addressed to the parties at their respective addresses as set forth above, or at such other address as such party shall notify the other party beforehand.

8.4 Attorney Fees. If an action, suit, or other proceeding is initiated to enforce or interpret terms of this Agreement, the party not prevailing shall pay all reasonable costs and expenses incurred by the prevailing party, including reasonable attorney fees at trial, on appeal, and any petition for review and in any other proceeding, including, without limitation, any bankruptcy or arbitration proceeding.

8.5 Governing Law. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado.

8.6 Severability and Parties Bound. The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall bind and inure to the parties and their respective successors and assigns.

8.7 Further Acts and Assurances. Each party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement. Concurrently, with the execution of this Agreement, at the request of Developer, Owner and Developer agree to execute a memorandum of this Agreement in such form as may be reasonably requested by Developer, which shall be recorded in the public records by Developer at Developer's expense. Alternatively, Developer may record this entire Agreement, provided, however, the parties acknowledge and agree that Exhibit C will not be included with this Agreement when recorded with the county recorder, and that so removing Exhibit C prior to recording is intentional and does not in any way affect the validity of this Agreement.

8.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

8.9 Warranty of Owner's Title. Owner represents, warrants and covenants with Developer, its successors and assigns, that Owner is the owner of fee simple title to the Property, and has the right to convey and grant the Transmission Easement in the manner and form herein.

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EXHIBIT A

OWNER'S PROPERTY

Tax Parcel Number: 85505100002

The following described real estate in Moffat County, State of Colorado, described as follows:

Township 6 North, Range 91 West of the 6th P.M.

Section 4: Lots 9, 10, 11, 12, 15 and 16

1) **Less** a 13.09 acre tract in the SE corner of Lot 12, more particularly described as follows:

Beginning at the E 1/4 Corner of Section 4, Township 6 North, Range 91 West of the 6th P.M.,

Thence S89°21'W, 1088.80 feet along the South boundary of said Lot 12;

Thence N4S°24'E, 1509.04 feet along the East right-of-way of a county road;

Thence S00°47'E, 1047.40 feet along the East section line of said Section 4 to the point of beginning.

All as more particularly described in a Warranty Deed from Silver to Personcus recorded in Book 299 at Page 32S of the Moffat County, Colorado Records.

2) **Less** a 71.33 acre tract in Lots 10, 11 and 12, more particularly described as follows:

Beginning at a point from which the E 1/4 Corner bears N89°02'04"E, 510.86 feet and S00°57'37"E, 1316.90 feet;

Thence S89°02'04"W, 2176.15 feet;

Thence S88°55'09"W, 400 feet;

Thence S1°27'47"E, 1293.80 feet;

Thence N81°53'29"E, 1885.36 feet;

Thence N46°21'06"E, 924.34 feet along a County roadway fence;

Thence N00°57'37"W, 663.22 feet to the point of beginning.

All as more particularly described in a Warranty Deed from Silver to Erwin recorded in Book 407 at Page 570 of the Moffat County, Colorado Records.

3) **Less** a 2.61 acre tract in the NE portion of Lot 12, more particularly described as follows:

Beginning at a point on the East boundary of the County road right-of-way which is S00°57'37"E, 1047.4 feet from the E1/4 Corner of Section 4;

Thence N00°57'37"W, 77.45 feet along the East section line of Section 4 to a point;

Thence S46°21'06"W, 1655.69 feet along the West right-of-way of the County road to a point;

Thence N88°53'29"E, 128.17 feet along the South boundary of Lot 12 to a point;
Thence N45°13'23"E, 1509.04 feet along the East boundary of the county road to
the point of beginning.

All as more particularly described in a Quit Claim Deed from Silver to The Board
of County Commissioners of the County of Moffat as recorded in Book 412 at
Page 45 of the Moffat County, Colorado Records.

4) Less a 4.164 acre tract in Lot 12 and being more particularly described as
follows:

Beginning at a point which is N0°57'37"W, 1124.85 feet from the E1/4 Corner of
said Section 4;

Thence N00°S7'37"W, 192.0S feet;

Thence S89°02'04"W, S10.86 feet;

Thence S0°57'37"E, 663.22 feet;

Thence N46°21'06"E, 348.00 feet;

Thence N43°38'S4"W, 192.00 feet;

Thence N46°21'06"E, 192.00 feet;

Thence S43°38'54"E, 192.00 feet;

Thence N46°21'06"E, 155.00 feet to the point of beginning.

All as more particularly described in a Quit Claim Deed from Silver to Meats as
recorded in Book 475 at Page 438 of the Moffat County, Colorado Records.

5) Less a .8 acre tract of land located in Lot 12 more particularly described as
follows:

Beginning at a point from which the E1/4 Corner bears S00°57'37"E, 1124.85
feet;

Thence W43°38'54"S, 155 feet along a County roadway fence;

Thence N43°38'54"W, 192 feet;

Thence W46°21'06"S, 192 feet;

Thence S43°38'54"E, 192 feet;

Thence N46°21'06"E, 192 feet along a County roadway fence to the point of
beginning.

All as more particularly described in a Personal Representative's Deed from Silver
to Silver in Book 519 at Page 729 of the Moffat County, Colorado Records.

Section 5: Lots 11, 12, N1/2SW1/4, NW1/4SE1/4, SW1/4NE14

EXHIBIT B

DESCRIPTION OF EASEMENT AREA

Easement Area: An area within the Property two hundred feet (200') wide and approximately four thousand four hundred forty feet (4,440') long, within the Property, running parallel and adjacent to a portion of the southern property line within the Property defined on Exhibit A, in the locations generally depicted on Exhibit B-1, to be used for the installation of the Transmission Facilities. The area contains approximately 20.39 acres.

Developer will undertake commercially reasonable efforts to minimize the impact of such Transmission Facilities on farming and land use (including, if applicable, the installation of any Transmission Facilities as close to the boundary of the Property or adjacent right of way as commercially reasonable).

EXHIBIT C OF EASEMENT INTENTIONALLY OMITTED
PAYMENT TERMS IN EXHIBIT C OF AGREEMENT ON
FOLLOWING PAGE SHALL GOVERN