PRODUCERS 88 CW-503 (D 10/4)

OIL AND GAS LEASE

Pammel
JDT-27

THIS AGREEMENT, made and entered into as of the 2nd day of November, 19 84, by and between George H. Mueller, a single man

Route 1, Van Meter, Iowa 50261

, hereinafter called "Lessor" (whether one or more) and OUTERBRIDGE & ASSOCIATES, INC., 621 17th St., #1050, Denver, CO 80293, hereinafter called "Lessee," WITNESSETH:

1. Lessor, for and in consideration of the sum of ten and more DOLLARS ($10.00 & more), in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, demises, leases and lets exclusively unto Lessee the land hereinafter described, for the purpose of investigating, exploring, drilling and mining for, producing, saving, taking, owning, transporting, storing, handling and treating oil, gas and all substances produced therewith, herein called leased substances, together with all rights, privileges and easements useful for Lessee's operations hereunder on said land ~~and on lands in the same area or field~~, including but not limited to the following rights: to lay pipelines, to build roads, ~~railroads and canals~~; and to construct tanks, pump and power stations, power and communication lines, ~~houses for its employees~~, and other ~~structures and~~ facilities. The phrase "gas" as used in this lease shall embrace all gases whether hydrocarbon gas, CO_2, helium or other. The said land included in this lease is situated in the County of Madison, State of Iowa, and is described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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BOOK 36 PAGE 373
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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $20.00

including all leased substances underlying lakes, streams, roads, streets, alleys, easements and rights-of-way which traverse or adjoin said land; and including all lands owned or claimed by Lessor as a part of any tract above described; and containing 1265.89 acres of land more or less. As to the estate created hereby, Lessor hereby relinquishes, releases, and waives all rights under and by virtue of the laws of this state providing for homestead exemption, dower, curtesy and other rights substitutive thereof. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above. For the purpose of calculating any payments based on acreage, Lessee, at Lessee's option, may act as if said land and its constituent parcels contain the acreage above stated, whether they actually contain more or less. Lessee may inject water, gas or other substances into any zone or stratum underlying said land and not productive of fresh water.

2. Subject to the other provisions herein contained, this lease shall remain in force for a period of ten years from the date hereof, herein called "primary term," and thereafter so long as leased substances or any one or more of them is being produced from said land or any operation permitted hereunder is being conducted on said land or this lease is continued in force by reason of any of the other provisions hereof.

3. Royalties on leased substances to be paid by Lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil, paying therefor the market value in the field where produced on the day it is run to the pipeline or storage tanks; (b) on gas, including casinghead gas, produced from said land and sold or used off the premises, the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth (1/8) of the amount realized from such sale; (c) on sulphur, one dollar ($1.00) per long ton produced and marketed; (d) on all other leased substances, five percent (5%) of their value at the well. If Lessee shall discover gas hereunder on said land or on land unitized with any of said land, Lessee may at any time or times during or after the primary term and at Lessee's election, pay as royalty (herein called shut-in gas well payment) a sum equal to the rental hereinafter provided on the acreage then held by Lessee hereunder, whereupon it shall be considered for all purposes of this lease that a leased substance is being produced hereunder from said land for a period of one year; such year to commence on the anniversary of this lease next preceding such payment, unless the rental, if any, which accrued on such anniversary was paid, in which event such year shall commence on the anniversary of this lease next following such payment. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and shall be in lieu of the rental covering the same period of time; but shall not be in lieu of any royalty based on actual production. Lessee may use, free of royalty, leased substances and water developed from said land by Lessee for all operations hereunder., upon lessor's land

4. If operations are not commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in Farmers & Merchants State Bank

Bank at 101 W. Jefferson, Winterset, Iowa 50273 or any successor, herein called "depository bank," the sum of One Thousand Two Hundred Sixty Five and 89/100---------DOLLARS ($1,265.89), herein called "rental," which shall extend for twelve (12) months the time within which operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders this lease may be maintained in force and such operations again deferred for successive periods of twelve months each during the primary term; provided, however, that if during the primary term hereof any leased substance is produced hereunder or any operations conducted hereunder within a period of time three (3) months prior to any anniversary of this lease, the rental accruing on such anniversary shall be excused and this lease shall continue in force as though such rental had been paid. Operations shall be deemed to be commenced when the first material is moved in or the first work done. Payments or tenders of rental or any other payment due or payable under the terms of this lease, other than royalties on actual production, may be made by mailing or delivering cash or Lessee's check or draft to Lessor or to the depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept the payment, this lease shall not terminate and Lessee shall not be held in default for failure to pay unless Lessee shall fail to pay or tender such payment for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereafter designated as depository shall continue as such and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay or tender such payments jointly to the credit of all parties having any interest hereunder. If Lessee shall, in good faith and with reasonable diligence, attempt to pay any rental, shut-in gas well payment or other payment but shall fail to pay, or incorrectly pay some portion thereof, this lease shall not terminate unless Lessee, within thirty (30) days after written notice of its error or failure, shall fail to rectify the same. Lessee may at any time or times surrender this lease as to all or any portion of said land by mailing or tendering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered. The rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

5. If any operations or production of a leased substance or any combination of such activities shall occur hereunder and if at any time or times after the primary term or within three (3) months before expiration of the primary term such operations or such production or any combination of such activities shall cease for any cause so that none of such activities continues, such cessation shall not cause this lease to terminate and this lease shall remain in force if and so long as (a) payments are made under paragraph 3 (if applicable) or (b) any operation or production of a leased substance is commenced or resumed hereunder during a period for which any such payment was made or within three (3) months after cessation of the last of the operations or production that had occurred hereunder or (c) the cause of cessation is covered by paragraph 8 hereof. Wherever used in this paragraph 5, or wherever else used in this lease unless the context requires otherwise, the meaning of the word "operations" shall without limitation include: drilling, digging and boring operations, producing operations, the drilling of a dry hole or successive holes before or after production is obtained, plugging back, reworking operations, deepening operations and remedial operations in connection with either drilling or producing operations.

6. Lessee shall pay for all damages caused by Lessee's operations ~~to growing crops, buildings, fences, livestock or merchantable timber~~. When so requested by Lessor, Lessee will bury pipelines below ordinary plow depth at the time of installation when crossing cultivated land owned or operated by Lessor. No well shall be drilled on said land within two hundred (200) feet of any residence or barn now on said land without the consent of the surface owner. Lessee shall have the right at any time to remove all Lessee's property and fixtures, including the right to draw and remove all casing. Lessee shall drill any well which a reasonably prudent operator would drill under the same or similar circumstances to prevent substantial drainage from said land by wells located on adjoining land not owned by Lessor when such drainage is not compensated by counter drainage. No default of Lessee hereunder with respect to any well or portion of said land shall impair Lessee's rights with respect to any other well or portion of said land.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in 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 and Lessee may continue to make payments precisely as if no change had occurred. 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 Lessee's operations may be conducted without regard to any such division. If all or any part of Lessee's interest hereunder shall be 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, rentals being apportionable in proportion to acreage.

8. Whenever as a result of any cause beyond Lessee's control (such as fire, flood, storm, or other Act of God, governmental law, order, or regulation, labor disputes, war, or inability to secure men, materials, permit(s), or transportation) Lessee is prevented or hindered from exercising any of its rights hereunder, complying with any of the terms hereof or carrying out any of its obligations hereunder, and such prevention or hindrance first occurs during the primary term hereof, the obligations of Lessee hereunder (excluding only its obligation to pay royalties hereunder on actual production), the conditional requirement for payment of rental under paragraph 4 hereof to perpetuate this lease and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease, shall be suspended during the period of such prevention or hindrance and for 90 days thereafter. The primary term shall be extended for a period of time equal to the period of such suspension and this lease shall remain in full force and effect during such period of suspension and during any such extension of the primary term. Lessee may commence or resume the payment or tender of rentals or shut-in gas well payments after the period of suspension by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

If such prevention or hindrance first occurs after the primary term hereof, Lessee's obligations and the conditional requirement for shut-in gas well payments under paragraph 3 hereof to perpetuate this lease shall be suspended while Lessee is so prevented or hindered and for a reasonable time thereafter. This lease shall remain in full force and effect during any such prevention or hindrance and for a reasonable time thereafter provided that within such time, i.e., a reasonable time after the period of such prevention or hindrance, Lessee commences or resumes operation hereunder or commences or resumes the payment or tender of shut-in gas well payments by paying or tendering the proportionate part thereof for the lease year remaining after such period of suspension.

9. In connection with operations for the production of oil and gas or either of them, Lessee may at any time or times pool or unitize this lease insofar as it covers the lands covered hereby, in whole or in part, as to any stratum or strata, with other lands and leases in the same area or field so as to constitute a unit or units whenever, in Lessee's judgment, necessary or advisable to comply with a law, rule, order or regulation of a governmental authority having jurisdiction, to reduce or prevent economic waste, to protect correlative rights, or to promote, encourage or accomplish the conservation of natural resources, by filing for record an instrument so declaring subject to the following: (a) Units formed to establish or comply with an orderly or uniform well spacing pattern for the production of oil or gas shall allocate to the portion of this lease included in any such unit a fractional part of all production from any part of such unit in the proportion that the total number of acres covered by this lease included in such unit bears to the total number of acres included in such unit, and such units shall not exceed 80 acres if for the production of oil and shall not exceed 640 acres if for the production of gas, plus a tolerance of 10% in each instance, except that if the governmental authority having jurisdiction by appropriate rule, order or regulation prescribes or permits or, based on prior action of the applicable governmental authorities, may reasonably be expected to prescribe or permit units of a larger size, the unit or units may be increased to the maximum so prescribed or permitted or so reasonably expected to be prescribed or permitted; (b) Units formed to accomplish a cycling, pressure maintenance, repressuring or secondary recovery program, or any other cooperative or unit plan of development or operation involving multiple wells must be approved by the governmental authority having jurisdiction and shall allocate to the portion of this lease included in any such unit a fractional part of production from any part of such unit on one of the following bases: (i) the ratio between the quantity of recoverable production allocable to the portion of this lease included in such unit and the total of all recoverable production allocable to such unit; or (ii) such other basis as may be approved by the governmental authority having jurisdiction thereof. Any such unit so established may be enlarged to include acreage believed to be productive or may be diminished by excluding acreage believed to be nonproductive or may be diminished by excluding acreage the owners of which fail or refuse to participate in the unit and, in the absence of current production therefrom, any such unit may be abolished and dissolved by filing for record an instrument so declaring. Instruments filed for record hereunder shall be filed in the public notice records of the county in which the land is situated. Upon production from any part of any such unit, Lessor herein shall be entitled to the royalties provided for in this lease on only that fractional part of unit production allocated to that portion of this lease included in such unit. Operations upon any such unit or projected to any part of any such unit from an off-unit drillsite or production from any part of such unit shall be treated and considered for all purposes of this lease, except payment of royalties, as operations upon or production from this lease.

10. Lessor warrants and agrees to defend the title to said land or to the undivided interest therein (if any) specifically described in paragraph 1 hereof. The royalties hereinabove provided are determined with respect to the entire estate in leased substances and if Lessor owns a lesser interest therein, the royalties to be paid Lessor shall be reduced proportionally. Lessee at its option may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. This lease shall be binding upon all who execute it, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease. All the provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

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

LESSOR SIGN HERE

X George H. Mueller

480-36-9567
Social Security or Tax Number

George H. Mueller

This lease accepted:
OUTERBRIDGE & ASSOCIATES, INC.

By: J. Robert Outerbridge
J. Robert Outerbridge

ACKNOWLEDGMENTS

STATE OF IOWA
COUNTY OF MADISON ss.

On this X 13th day of November in the year 1984, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public, by George H. Mueller, a single man who personally appeared before me and is known to me to be the identical person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

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

My commission expires X September 7,1986

X John E. Casper
Notary Public
John E. Casper

X 223 E. Court Ave.
residing at
Winterset, Iowa 50273

JOHN E. CASPER
MY COMMISSION EXPIRES
9-7-86

STATE OF COLORADO
CITY & COUNTY OF DENVER } ss.

ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this 7th day of November, 19 84, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came J. Robert Outerbridge, president of J R O, Inc., dba Outerbridge & Associates, Inc., a corporation of the State of Colorado, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires 2/2/85

Theresa M. Worth
Notary Public
Residing at: 2271 E. 83rd. Pl.
Thornton, CO 80229

THERESA M. WORTH NOTARY PUBLIC STATE OF COLORADO

Filed 2007

County Clerk = Register of Deeds

By _____ Deputy

Return to OUTERBRIDGE & ASSOCIATES, INC.
621 17th STREET SUITE 1050
DENVER, COLORADO 80293

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED NOVEMBER 2, 1984 BETWEEN GEORGE H. MUELLER, A SINGLE MAN AND OUTERBRIDGE & ASSOCIATES, INC.

Township 76 North, Range 27 West, 5th P.M.

Section 2: N½SW¼, Frl.NW¼, W½ Frl.NW¼ NE¼ and all that part of the E½ Frl.NW¼ NE¼ which lies W. and N. of North River.

Section 3: W½SE¼, S½SW¼, S¼N½SW¼;
The W. 29.44 acres of the E½SE¼, except the north 190 feet thereof;
A tract of land described as follows: Commencing at the SW. Corner of the SE¼NE¼ of Section 3, running thence S. 190 feet, thence E. 477 feet, thence N. 1020 feet to the center of the main channel of North River, thence in a northwesterly direction along the center line of the main channel of North River to the point where the main channel of North River intersects the W. line of the SE¼NE¼, thence S. approximately 1090 feet to the place of beginning;
A tract of land described as follows: Commencing at the W¼ corner, thence E. along the S. line of the NW¼ of said Section 3, 1616.6 feet, thence N. 4° 53' E. 523.3 feet to the point of beginning, thence N. 4° 53' E. 439.8 feet, thence S. 87° 07' E. 443.4 feet, thence S. 7° 53' W. 98.9 feet, thence S. 82° 52' E. 510.9 feet, thence N. 83° 28' E. 356.6 feet to the center line of a county road, thence S. 34° 31' W. along the center line of a county road 424.6 feet, thence N. 87° 07' W. 1088.7 feet to the point of beginning (containing 10.001 acres);
The NW. Frl.¼ except a tract lying N. and E. of the main channel of North River described as follows: Commencing at the NE. corner of said quarter section and running thence W. 400 feet to the main channel of said North River, thence following said river in a Southwesterly direction to a point 370 feet S. and 458 feet W. of said NE. corner, thence in a Southeasterly direction to the E. line of said Quarter section, thence N. 535 feet to the point of beginning; and also excepting all that part of said quarter section lying SE. of the public highway which was located in the year 1933, described as follows: Commencing at the SE. corner of said Quarter section and running thence W. 1320 feet to said highway, thence in a Northeasterly direction along said highway to the E. line of said quarter section at a point 288 feet N. of the SE. corner thereof, thence S. 288 feet to the point of beginning;
That part of the SW¼ NE¼ lying S. of North River and W. of the center of the public highway which was located in the year 1933, described as Commencing at the NW. corner of said 40-acre tract and running thence E. 471 feet to said North River, thence in a Southeasterly direction to the center of the County Bridge over North River, thence in a Southwesterly direction along said highway to the W. line of said 40-acre tract, thence N. to the point of beginning, excepting therefrom the previously described tract containing 10.001 acres, The Frl.NE¼ NE¼, all that part of SE¼ NE¼ which lies N. and E. of North River, the E. 50.56 rods in width of that part of the SE¼ NE¼ which lies S. and W. of North River, the E. 50.56 rods in width of the SE¼, Frl.NW¼ NE¼ except that part thereof which lies S. and W. of North River, SW¼ NE¼ except that part thereof which lies S. of North River and W. of the center of public highway located across

EXHIBIT "A" Cont'd. JDT-27

said tract in the year 1933, all that part of the Frl.NE¼ NW¼ which lies N. and E. of North River, all that part of the SE¼ NW¼ which lies S. and E. of the center of public highway located across said tract in the year 1933, and the N. 60 acres of the SW¼ except a tract described as follows: Commencing at the NW. corner of said SW¼, thence S. 60 rods, thence E. 26 rods 9 feet, thence NE. to a point 33 rods 5 feet E. of the NW. corner of said SW¼, thence W. to place of beginning.

Section 4: The E. 20 acres of the NEFrl.¼ NE¼, SE¼NE¼, the E. 5 acres of the SW¼NE¼

Township 77 North, Range 27 West, 5th P.M.

Section 34: E½SE¼SW¼, NW¼SE¼SW¼, E½SE¼, SW¼SE¼, SW¼SE¼SW¼, SW¼NW¼, all that part of the SE¼NW¼ lying Westerly of the middle of North Branch of North River.

Section 35: W½SW¼

SIGNED FOR IDENTIFICATION

X George H. Mueller

George H. Mueller