Ent: 400592 B: 1381 P: 1636

Chad Montgomery Box Elder County Utah Recorder 08/29/2019 03:01 PM Fee \$40.00 Page 1 of 4 For TURNER PETROLEUM LAND SERVICES, INC. Electronically Recorded By SIMPLIFILE LC E-RECORDING

Producers 88 (Orig. 11/83) (PAID-UP)

OIL AND GAS LEASE

	MENT is made EFFECTI	_	day	·	JUNE	2019, Between
Julie H. Seiler, fka Julie	Hunsaker, as Joint Tena	int				<u> </u>
35954 Old Homestead	Drive	<u> </u>				
Farmington Hills, MI 4	8335				.1 I III 04000	20 1 00000
A - I -coop (subother one	or more) and	Turner Petroleum	Land Services, Inc., 962	4 South Vance Court, Sou	ith Jordan, UT 84009	,as Lessee.
All printed portions of	this lease were prepared t	by the party hereinab	ove named as Lessee, bu	t all other provisions (incl	uaing the completion	of trank spaces) were
وم T بمط بالعجائدة لا مسامية بالساء	or and Lecces					
1. Description. In cons	ideration of a cash bonus	in hand paid and the	covenants herein contai	ned, Lessor hereby grants	, leases and lets exclu	sively to Lessee the
following described lar	d, hereinafter called leas	ed premises: (use Ex	hibit "A" for long descrip	otion):		
See Atta	ached Exhibit "A	,"				
			•			
in the county of	Box Elder	, State of	Utah	, containing	6,179.918	Gross acres, more or less
C . 1 . 1	therein which Lessor m	ov bereafter acquire	by revision, prescription	or otherwise), for the pur	pose of exploring for	, developing, producing and
	alass with all hydrocar	bon and nonhydroca	rhon substances produc	ed in association increwit	n. and an other min	SIMIS OF SUBStantes, Miletici
* '1 in diaginalian T	ha tama Yasali as usad bar	rain includes helium	carbon dioxide and offic	r commerciai gases, as we	ili as nyulocaloon ga:	SCS, the addition to the above-
فمسمون لانتها الانتاث ويراك	ana this lagge place covers	s accretions and any s	mall strips or parcels of	iand now or nereafter owi	ied by Lessor which a	are confuguous or adjacem to
the attended to	and prominer and in con	cideration of the afor	ementioned cash bonus.	Lessor agrees to execute :	at Lessee's request an	y additional of supplemental
instruments for a mor	e complete or accurate of	description of the la	nd so covered. For the p	ourpose of determining u	he annount of any ro	yalties and shut-in royalties
1	of aroon cores above ones	cified shall be deeme	d correct, whether actual	iv more or less.		
2 Tame of Lagor Th	is lease shall be in force	for a primary term of	of Five (5) years from th	is date, and for as long U	ereafter as oil or gas	or other substances covered
hereby are produced i	n paying quantities from	the leased premise	s or from lands pooled	therewith or this lease is	s otherwise maintain	ed in effect pursuant to the
iniama baraaf						
3. Payments. This is a	A PAID-UP LEASE. In t	he event that paymer	its are necessitated by of	ner provisions of this lease	e, Lessee snall pay or	tender such payments to
Lessor or to Lessor's c	redit in Pay directly	y to Lessor at the	above address			
	at	<u> </u>	 -			be Lessor's depository agent
for receiving payment	s regardless of change i	n the ownership of	said land. All payments	or tenders may be made	in currency, or by	check or by draft, and such
tor receiving payment	s regardions or crimings.	a. a				
nasamente or tendere to	. I account or to the depocit	tory by denocit in th	e ILS. Mails on or befor	e the due date in a stamb	ed envelope addresse	at to the deboarday or to me
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5. Operations. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not paying quantities) ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not within its primary term for it 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 on the leased premises or lands pooled therewith within 90 days after the completion of operations on such dry hole or within 90 days after such secession of all production. If at the end of the primary term, oil, gas or other substances covered here by are not being produced in paying quantities from the leased premises or lands pooled therewith, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as such operations are prosecuted with no secession of more than 90 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 therewith. After completion of a well capable of producing in paying qualities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same similar circumstances to (a) develop the leased premises as to formations then capable of producing paying quantities on the leased premises or lands pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Pooling Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land of describes here in and as to any one or more of the formations here under, to pool or unitizes 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 Lessees judgment 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, maybe reformed to exclude such non-producing formations. The forming or reforming of the units shall be accomplished by Lessee executing in the 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 the 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 here in specified, including shut-in gas royalties, Lessor shall receive on production from a unit so pooled royalties only on the portion of such a production allocated to this lease; such allocation shall the 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 forgoing, 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 land in the same general area by entering into a cooperative or unit plan of development or operation approved by any government, Indian or Tribal 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 payment to be 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.

7. Lesser Interest. If Lessor owns less than the full mineral estate in all or any part of the Leased premises, payment of royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's mineral interest is such part of the leased premises bears to the full mineral estate in such part of the leased premises.

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 certified or duly authenticated copies, by registered US mail at Lessee's principal place of business, 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 shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of descendent or descendant's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties 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 transferree to satisfy such obligation with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net average interest in this lease then held by each.

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 there after arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender rentals and shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. Ancillary Rights. In exploring for, developing, producing and marketing oil, gas or other substances covered hereby on the leased premises of lands pooled or unitized therewith, in primary 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 the exclusive right to conduct 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 deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on leased premises, except water from lessor's wells or ponds. The right of ingress and egress granted hereby shall apply to the entire leased premises described in Paragraph I above, notwithstanding any partial release or other termination of this lease with respect thereto. When requested by Lessor in writing, Lessee shall bury its pipelines below plow depth. No well shall be located less than 200 feet from any house or barn now on the leased premises without lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, and to timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises 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 the restrictions on drilling and production of Wells, and the price 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, 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 by purchasers or carriers to take or transport such production, or by any other cause not reasonably within lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

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12. Breach or Default. No litigation should be initiated by lessor with respect to a breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice, by registered or certified U.S. mail addressed to the principle place of Business of Lessee, fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy all or any part of breach or default within such period. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breach or default shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, the 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. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations (but in no event less than forty (40) acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered as the well or in such a shape as then existing spacing rules require; and (2) any part of said land including in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary for operation on the acreage so retained. This Paragraph 12 shall not apply to erroneous payment of rental.

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 rentals, 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 rentals, royalties and shut-in

royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. Subsequent Leases. In the event that Lessor, during the primary 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 fifteen (15) 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. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Paragraph. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall notify Lessor in writing by mail or telegram prior to the expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution on behalf of Lessor along with Lessee's draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank or record for payment.

15. Lease Extension. This leae may, at LESSEE'S option, be extended for an additional primary term of five (5) years commencing on the date that the lease would have expired but for the extension. LESSEE may exercise its option by paying or tendering to LESSOR the sum equal to the original bonus per net mineral acre payment for the land then covered by the extended lease. If LESSEE exercises this option, the primary term of this lease shall be amended from a five (5) year primary term to a ten (10) year term. All terms, provisions and conditions of the lease shall remain in full force and effect. LESSEE'S option to extend said lease shall expire

upon expiration of the primary term of said lease.

My Commission Expires Sep. 11, 2025
Acting in the County of Ogy Cana

16. Homestead Exemption. Lessor hereby expressly releases dower or curtsy rights and releases and waives all right under or by virtue of the Homestead Exemption

Laws as far as they may in any way affect the purposes for which this lease is made.

17. Counterpart. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but such counterparts together shall constitute one and the same instrument.

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

Julie H. Seiler	_
Julion: Solici	
STATE OF Michigan	
ACKNOWLEDGMENT SS. (For use in all states)	
county of <u>Oakland</u>	
BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this 8 day of July	,2019
to me known to be the identical person(s) 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 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: 09/11/2025 35560 Grand River Ave. Farming	gton
Notary Public Hills, MI 48535 Address	J
Notary Public, State of Michigan	

Ent: 400592 B: 1381 P: 1639 Page 4 of 4

EXHIBIT "A"

To Oil and Gas Lease dated June 4th, 2019 by and between Julie H. Seiler, as Joint Tenant, as Lessor, and Turner Petroleum Land Service, Inc., as Lessee, covering the following lands in Box Elder County, Utah.

TOWNSHIP 10 NORH, RANGE 13 WEST, SLM

TOWNSHIP 10 NORH, RANGE 13 WEST, SLM	
Section 13: All, Less and except Railroad Right of Way	04-011-0008
Section 15: All	04-011-0066, 0067
Section 17: All	04-011-0012
Section 21: All	04-011-0058, 0059, 0060, 0061
	04-011-0068, 0070, 0072, 0073
Section 23: All, Less and except Railroad Right of Way	04-011-0017
Section 25: All	
Section 27: All, Less and except Railroad Right of Way	04-011-0018
Section 29: All, Less and except Railroad Right of Way	04-098-0001, 0004
Section 33: All	04-011-0025
	04-011-0063, 0074, 0076-0084, 0086, 0087
Section 35: All	04-011-0003, 0074, 0070-0004, 0000, 0007

Containing 6,179.918 Acres, more or less