Axis Exploration LLC, (hereinafter Axis), will tender payment to the Lessor identified in the Paid-Up Lease ("Lease") as indicated herein by check within 30 days of Axis' receipt of the original executed Order of Payment and the original executed Lease. Payment is conditioned upon title to the property interests leased being confirmed acceptable to Axis, in its sole discretion. A title defect is a basis to render title unacceptable and shall include, but shall not be limited to, a prior unsubordinated mortgage, unreleased lease, or delinquent property taxes. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely. Lessor shall retain a copy of this Order of Payment. No default for non-payment may be claimed by Lessor during said 30-day period.

If Lessor owns more or less than the net interest defined herein, Axis may, upon immediate notice to Lessor with opportunity to respond, increase or reduce the consideration payable hereunder proportionate to the actual interest owned by Lessor, or render title unacceptable at its sole discretion.

Axis retains the right to surrender the Lease associated with the Order of Payment at any time and for any reason. If the Lease is surrendered before payment is due under this Order of Payment, the Lessor may retain any consideration paid at the time of signing the Lease, but Lessor is not entitled to any additional amount. If the Lease has not been surrendered or payment made by the specified due date, then Lessor shall notify Lessee in writing and Lessee shall have 30 days from receipt of such written notice to make payment or surrender the Lease without any liability.

Lessor acknowledges and agrees that the Lease is a valid and binding agreement, subject to the terms and conditions contained herein. Lessor represents he/she has a full understanding of the risks involved in leasing property for oil and gas development and that Lessor has read and understands the terms and provisions of the Lease and this Order of Payment. Lessor agrees this is an arm's length transaction entered into as a result of his/her own free act and will and Axis or anyone acting on its behalf has made no representations of value or exerted any duress or coercion. Lessor agrees that payment made hereunder is final and will not seek to amend or modify the payment, or seek additional consideration based upon any differing terms which Axis has or will negotiate with any other lessor/oil and gas owner. Non-acceptance by Lessor of timely payment shall not serve to void the Lease. Lessee acknowledges and agrees that the Lease shall be recorded with the associated Addendum, neither of which shall be recorded until payment issues to Lessor.

## **Tallyns Reach Authority**

in the amount of Forty-Nine Thousand, Thirty Dollars and Sixty-Five Cents.

STATE	COUNTY		SUR	VEY/ABSTRACT	
СО	Arapahoe		N/A	N/A	
PROSPECT/PROJECT NAME			BON	BONUS	
				\$127,479.69	
PARCEL ID		Х	New		Renewal
364, 1021-1024, 1025-1045, 1051, 1054-1055, 1059-1066, 1068- 1071, 1073-1081, 1083, 1085,-1086, 1088-1091, 1124, 1126-1127, 1129,-1131, 11521164, 1166, 1188, 1190, 1046					

This payment is for Bonus Consideration for Oil & Gas Lease which covers property described as follows:

## Township 5 South, Range 65 West of the 6th P.M.

Section 30 - SEE ATTACHED EXHIBIT A

Gross Acres: 72.6544	Net Acres: 49.03065
Landowner's signature:	
TALLYNS REACH AUTHORITY	
Ву:	
Name:	
As:	

Forward to:

PLM, LLC 1801 California Street, Suite 2400 Denver, CO 80202