

IN-HOUSE/FIELD LAND CHECKLIST

Book **622**
STATE OF **Colorado**
COUNTY OF **Weld**

1543718

ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this 27th
day of January, 1970, personally appeared
Henry D. Bohlender, Carl A. Bohlender, Robert H. Bohlender, and
Dave G. Bohlender a/k/a David G. Bohlender

to me personally known to be the identical person 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 uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires January 9, 1973

Bill J. Maddox

Notary Public.

STATE OF _____ ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____
day of _____, 19_____, personally appeared
and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that _____ 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 official seal the day and year last above written.

My commission expires _____

Notary Public.

STATE OF _____ ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF _____

On this _____ day of _____, A. D. 19_____, before me, the undersigned, a Notary Public
in and for the county and state aforesaid, personally appeared
to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing
instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and
voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires _____

Notary Public.

No. **1543718**

OIL AND GAS LEASE

FROM

TO

Date 19
Section _____ Township _____
No. of Acres _____ Term _____
County _____

STATE OF Colorado
County of Weld

This instrument was filed for record on the
day of May 11 1970, 1970
at 10 o'clock A.M. and duly recorded
in Book 622, Page _____ of
the records of this office.
Bill J. Maddox, Notary Public
By Melle Notary Public
When remitted, return to Bohlender
Henry D. Bohlender Carl A. Bohlender
Robert H. Bohlender Dave G. Bohlender
January, Colorado 80203

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____ ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____
day of _____, 19_____, personally appeared
and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that _____ 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 official seal the day and year last above written.

My commission expires _____

Notary Public.

IN-HOUSE/FIELD LAND CHECKLIST

BOOK 814
PRINTED BY WILKINS PRINTING, INC., 1825 GLENWOOD AVENUE, DENVER, COLORADO 80201 (303) 893-1561
Form 84—(Producers)
Kan. Oil & Gas Co., 1952

Rev 1974 OIL AND GAS LEASE 2-1

THIS AGREEMENT, made this 24th day of OCTOBER

ARISTOCRAT ANGUS RANCH
9053 WELD COUNTY ROAD #34
PLATTEVILLE, COLORADO 80651

That lesser, he and his
representatives, and the members
of his family, and his dependents,
and his heirs, and his assigns, and
the wife to whom this lease may
be assigned, and with the right
to sublease this lease as any or
any part of it, and to enter upon
any or all parts of the land covered
hereby for the purpose of carrying
on geological, geophysical and other
exploratory work, including soil
drilling and the taking, making
and testing of samples, and for
conducting roads, laying pipe-
lines, building tanks, storing oil,
building pipelines, telephone lines
and other structures, and/or
structures for the separation
and/or storage of oil and
gasoline, and for housing and
boarding employees, and tract of
land with any reservation rights thereto being located in the City of **MEDFORD**,
COLORADO, and described below:

TOWNSHIP 3 NORTH, RANGE 65 WEST

B. Should the drill well be reduced to the above described size, or if the same is increased, the leasehold premium shall be reduced to the above described amount, or increased to the above described amount.

3. Said lessee agrees a fixed interest on the above described land than the entire and undivided interest in said real estate thereon, that the royalties and rentals herein provided shall be paid the lessor only on the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased by the most reasonable rental reasonable after any increase deemed to cover the expenses required.

4. The lessee shall have the right to use free of gas, gas, oil and water found on said land for its operations, carriage, carrying water from the wells of the lessee's own property to the property of the lessor, or vice versa, as may be required by the lessee, and the lessor shall not interfere with the use of the same by the lessee. No work shall be started nearer than 200 feet to the house or barns or any solid property without written consent of the lessor. Lessee shall pay all taxes on the property.

the right at any time during or after the expiration of one year from the removal of all structures, fixtures, buildings and other fixtures installed on said premises, including the right to draw and remove all cables. Seller agrees, upon the conclusion of any test as a dry hole or upon the abandonment of any producing well, to restore the properties to their original condition as near as practicable and to remove all installations within a reasonable time.

B. If the estate of either party herein is incorporated and the practice of employing its whole or its parts is expressly allowed, the covenants herein shall extend to the business, dominions, exercises, administrators, successors, and assigns but no change of ownership in the head or in the remnant or residue or any part thereof shall affect the covenants herein, provided, however, that if the estate of either party herein is incorporated and the practice of employing its whole or its parts is expressly prohibited, the covenants herein shall not apply thereto or a restricted copy of the will of any deceased owner and all the practices therof, and all restricted copies of the proceedings showing appointment and creation of the estate of any deceased owner, whether or not appropriate, together with all restricted documents of conveyance or other documents relating thereto, shall be destroyed by the testator and his executors and administrators.

16. It is hereby agreed that on the event this lease shall be assigned as in part or as no parts of the above described land and the house or houses of the said premises, shall be delivered to the claimant of the above named lessee, his heirs or executors, or to such other person or persons as may be entitled thereto.

13. **LAWSON DATES WRITING AND SIGNING THIS CONTRACT STATE** IN THE LAND, HE HAS DECLARED AND SWORN THAT THE DEBTOR, AT ITS OWN EXPENSE, WILL PAY AND DISBURSE IN

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at his option, may pay off and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or asserted by or against the above described lands and, in event of such discharge, such option, it shall be subordinate 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 legal or nominal amount remaining hereunder.

13. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessor shall commence operations for drilling oil and gas wells while this lease is in force, this lease shall remain in force and no terms shall commence as long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If, during the primary term of this lease, production on the leased premises shall cease from time to time, this lease shall not terminate provided nevertheless that the drilling of a well shall be deemed to commence before or on the next ensuing regular paying day of, or provided either before or because the payment of, the monthly and annual rentals have been made, if all other expenses of the primary term of this lease, production on the leased premises shall be suspended for a period of one month, and if such suspension continues for a period of three months, then the lease shall be terminated and this lease shall remain in force during the continuation of such suspension. After the expiration of such a lease, it shall be binding upon the lessor and his assigns for a period of one year.

12. Licensee is hereby given the right at its option, at any time and from time to time, to pass or cause all or any part or parts of the above described land with other land, leases or leases in the immediate vicinity thereto, such pooling to be for units and covering the maximum area that no wholly owned oil well may be drilled under laws, rules, or regulations as now or at the time of each pooling or unitization, provided, however, that such wells may be drilled in accordance with the unitization agreement, and that no unit shall be created which would violate any law, rule, or regulation, or conflict with any option of each unit owner, until it becomes a well drilling or operations agreement identifying the unitized area. Any well drilled or otherwise conducted in the unitized area shall be subject to the proportion of the interest in the unit as shown in the unitization agreement, and the production, if any, so produced, computed on an acreage basis, shall be the crude oil revenue of each unit owner, and the net income produced from the portion of the unitized area in the same manner as the net income produced from the portion of the land described herein.

16. This lease and all its terms, conditions, and stipulations shall control it, and be binding on each of the parties who signs this lease, regardless of whether such lease is named above and regardless of whether it is signed in any of the other names herein named or known. This lease may be signed in counterparts, each in blank, having effect as one original.

In witness whereof, we sign the day and year first above written.
Witness:

IN-HOUSE/FIELD LAND CHECKLIST

814

1736148

PRINTED BY WILKINS PRINTING, INC., 1823 GLENARM PLACE, DENVER, COLORADO 80202 (303) 683-1681

STATE OF COLORADO ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
COUNTY OF WELD ss. Nebraska, North Dakota, South Dakota
ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st
day of OCTOBER, 19.77, personally appeared.

Ben R. Houston, Owner of Aristocrat Angus Ranch

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 _____ he _____ duly executed the same 19.77 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 May 8, 1981 

STATE OF _____ ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
COUNTY OF _____ ss. 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.

State of _____ ss.
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 the free act and deed of said corporation.

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

(SEAL)

Notary Public

My Commission expires _____

No. <u>1736148</u>	FROM	TO	Date <u>19</u>	No. Accts.	County _____	Term _____	WELD COUNTY, COLORADO	This instrument was filed for record on the _____	Year <u>NOV 16 1977</u>	Volume <u>41</u>	Page <u>109</u>	or deck <u>0-1</u> , M. and duly recorded in	By <u>Mary Ann Houston</u>	County Clerk	Deputy	When recorded return to <u>MACHILL-ROSS PETROLEUM CO., 230 FIRST NATIONAL BANK BLDG, DENVER, COLORADO 80202</u> <u>602-247-3</u>	
<i>Mary Ann Houston</i>												<i>Becky Hansen</i>			<i>f</i>		

IN-HOUSE/FIELD LAND CHECKLIST

AK2147554

B 1202 [REDACTED] 02147559 07/11/88 11:5 [REDACTED] \$9.00 1/003
F 0388 [REDACTED] MARY ANN FEUERSTEIN CLERK RECORDER WELD CO, CO

AMENDMENT TO OIL AND GAS LEASE

This Amendment to Oil and Gas Lease is entered into as of this 1st day of May, 1988 by and between Aristocrat Angus Ranch, a Colorado general partnership, 9053 County Road 34, Platteville, Colorado 80651, Beebe Draw Cattle Co., a Colorado limited partnership, 1551 Larimer Street, Suite 2706, Denver, Colorado 80202 and A-W Oil and Gas, Inc., a Delaware corporation, Suite 6850, Texas Commerce Tower, 600 Travis Street, Houston, Texas 77002.

RECITALS

WHEREAS, Aristocrat Angus Ranch, as lessor, and Machii-Ross Petroleum Company ("Machii-Ross"), as lessee, entered into an Oil and Gas Lease dated October 24, 1977 covering the E/2NE/4, NW/4NE/4 and NE/4NW/4 of Section 10, Township 3 North, Range 65 West, Weld County, Colorado, recorded November 16, 1977 in Book 814 at Reception No. 1736148 (the "Lease");

WHEREAS, Aristocrat Angus Ranch conveyed fifty percent (50%) of its mineral interest in lands covered by the Lease to Morris Burk by a Warranty Deed dated February 18, 1980, and Burk subsequently assigned his interest to Beebe Draw Cattle Co.;

WHEREAS, Machii-Ross assigned the Lease to the current Lessee of record, A-W Oil and Gas, Inc. ("A-W") in an Assignment dated December 30, 1986 and recorded December 30, 1986 in Book 1140 at Reception No. 02082638;

WHEREAS, the Lease provides for the payment of shut-in royalties, but the amount of such shut-in royalty payment is not specified; and

WHEREAS, the current lessee and current lessors of the Lease desire to amend the Lease to specify the amount of a shut-in royalty, and ratify and confirm that the Lease is in full force and effect and that all previous lease payments, if any, were properly made.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Paragraph 2 of Section 4 of the Lease is deleted in its entirety and replaced by the following paragraph:

Where gas from a well or wells, capable of producing gas only, is not sold or used for one year, lessee shall pay or tender as royalty to the lessors or to the depository stated in this lease, the sum of One Hundred

IN-HOUSE/FIELD LAND CHECKLIST

B 1202 RE 2147559 07/11/88 11:54 \$9.00 2/003
F 0389 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

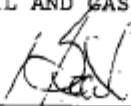
Sixty Dollars (\$160.00), payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and when said royalty is so paid or tendered, this lease shall be held as a producing property under paragraph numbered two hereof.

2. Aristocrat Angus Ranch and Beebe Draw Cattle Co., the current lessors of the Lease, hereby ratify, approve, confirm and adopt the above-described oil and gas lease insofar as it covers the above-described land, and do hereby lease, demise and let said land unto A-W Oil and Gas, Inc., subject to and under all of the terms and provisions of the Lease, and do hereby agree and declare that the Lease is now in full force and effect, and that all previous payments due on the Lease, if any, have been properly made.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Oil and Gas Lease effective as of the date first written above.



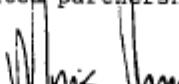
A-W OIL AND GAS, INC.

By 
Gil J. Benard
Vice President

ARISTOCRAT ANGUS RANCH, a
Colorado general partnership

By 
Ben Houston, General Partner

BEEBEE DRAW CATTLE CO., a Colorado
limited partnership

By 
Morris Burk, General Partner

IN-HOUSE/FIELD LAND CHECKLIST

B 1202 RE 02147559 07/11/88 11:54 \$9.00 3/003
F 0390 ANN FEUERSTEIN CLERK & ORDER WELD CO, CO

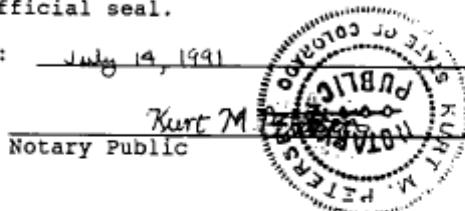
ACKNOWLEDGMENTS

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me
this 29th day of JUNE, 1988 by Gil Benard, as Vice
President of A-W Oil and Gas, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: July 14, 1991

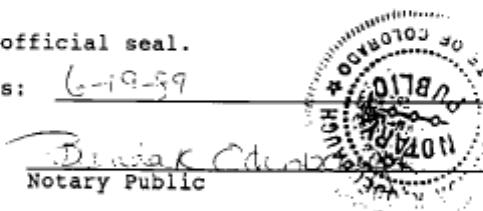


STATE OF CO)
COUNTY OF WELD) ss.

The foregoing instrument was acknowledged before me
this 20 day of June, 1988 by Ben Houston, as
General Partner of Aristocrat Angus Ranch, a Colorado general
partnership.

Witness my hand and official seal.

My commission expires: 6-19-89



STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me
this 20th day of May, 1988 by Morris Burk, as
General Partner of Beebe Draw Cattle Co., a Colorado limited
partnership.

Witness my hand and official seal.

My commission expires: 8-22-89

