

IN-HOUSE/FIELD LAND CHECKLIST

INSERT COPY OF LEASE(S) Which Affect The Surface And Bottomhole Locations

6322 COLO-278

Form 88-2 (Producers) B W OIL AND GAS LEAS- 805-B Talspeak Inc.

Kan., Okla. & Colo. 1952 Rev. 27TH day of January 1970

THIS AGREEMENT, Entered into this the 27TH day of January 1970 between Henry D. Bohlender, Carl A. Bohlender, Robert H. Bohlender, Dave G. Bohlender a/k/a David G. Bohlender D/B/A Bohlender Brothers. Rt. 1, Box 71 La Salle, Colorado

Hal A. McVey 444 Seventeenth St. Denver, Colorado hereinafter called lessor, and hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to utilize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including more drilling, and the drilling, mining, and operating for, producing and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective effluents vapors, and for constructing roads, laying pipe lines, building tanks, setting oil, building power, stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or jointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any necessary rights therein being situated in the County of Weld State of Colorado and described as follows:

SEE ATTACHED RIDER

RIDER Recorded at 10:00 AM MAR 11 1970 INDEXED

Rec. No. 1543718

Ann. Sp. No. Recorder

Twp. 4 North, Rge. 65 West Sec. 34: SW/4

Twp. 3 North, Rge. 65 West Sec. 2: SE/4 Except 4 acres in the NW/4. Sec. 3: Lots 3 & 4, S/2NW/4, S/2 Sec. 4: Lots 1, 2, 3 & 4, S/2N/2, SW/4, W/2SE/4 Sec. 8: All Sec. 10: S/2 lying NW of Milton Res. (260 acres)

2,257.72 acres

H. D. B. - C. A. B. - R. H. B. - D. G. B.

3-1

2. That 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 hereinafter provided, and in this event the preceding paragraph shall govern the payment of rentals and the manner and effect thereof shall continue in force.

3. In case 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 for shall be paid to said lessor only to the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any severance occurs to cover the interest so acquired.

4. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by the lessee, the lessor shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. He and shall be drilled later than the first to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures erected on said premises, including the right to draw and remove all casing, but lessee shall be under no obligation to do so, nor shall lessee be under any obligation to restore the surface to its original condition, but any alterations or changes were due to operations reasonably necessary under this lease.

5. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants herein shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership on the land or in the royalty or interest or any part thereof under this lease shall be binding on the lessor until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or a certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest conveyed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, executor, administrator, executor, or heir of lessor.

6. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises hereunder 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 each separate owner in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessor to offset with an estate interest in the land covered by this lease may be hereafter divided by a deed, decree or otherwise or to furnish separate measuring or recording lands. 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 land and the holder or owners of each part or parts shall 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 insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

7. Lessee 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 in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by apportioning to the discharge of any such mortgage, lien or other lien, any royalty or rentals accruing hereunder.

8. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

9. 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 last ensuing rental paying date, or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinafter 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 begins 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.

10. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereunder accruing under the terms of said lease as to the portion canceled shall cease and terminate and any rentals hereunder paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the lease and provisions of this lease shall continue and remain in full force and effect for all purposes.

11. All provisions, covenants, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated, wholly or partially nor shall the lease be liable to be annulled or set aside by any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules, or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any governmental authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and or said equipment is available, but the lease shall pay delay rentals herein provided during such extended time.

12. The termination of this lease or any portion thereof with any other lease or leases or portions thereof shall be accomplished by the execution and filing by lessee in the recording office of an instrument of an instrument declaring its purpose to terminate and its effect, and said instrument shall cover the gas rights only and comprise an area not exceeding approximately 800 acres. The royalty provided for herein with respect to gas from gas wells shall be apportioned among the owners of such royalty on materials produced in the unitized area in the proportion that their interests in the unitized area under the lease which such unitized area bears to the unitized area under all of the lands in the unitized area. Any well drilled or sunk well shall be for all purposes a well under this lease and shall entitle the rental provision of this lease as to all of the land covered thereby. However, lessee shall be under no obligation, express or implied, to drill more than one gas well on said land.

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

IN WITNESS WHEREOF, we sign the day and year first above written.

Henry D. Bohlender (REAL)
Carl A. Bohlender (REAL)
Robert H. Bohlender (REAL)
Dave G. Bohlender (REAL)

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
and Henry D. Bohlender, Carl A. Bohlender, Robert H. Bohlender and Dave G. Bohlender s/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 _____
COUNTY OF _____ ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

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 _____
COUNTY OF _____ ss. ACKNOWLEDGMENT FOR CORPORATION

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 _____ Twp _____ Rge _____

No. of Acres _____ Term _____

County _____

STATE OF Colorado
County of Weld

This instrument was filed for record on the

day of MAR 11 1970 19

at 10:00 o'clock A. M., and duly recorded

in Book 622 Page _____ of

the records of this office

By _____ Registrar of Deeds

When recorded, return to _____

File # 174 Sub A M 80202

County Colorado 80202

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

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

NTV-16-77 00107 0 1736118 0 COL

$\frac{7}{8}$

[illegible]

and enclosing 160 words, more or less.

3. In consideration of the premises the said leasehold covenants and agree:
To deliver to the CHIEF OF TOWN, free of cost, to the pipe line to which house gas connects his well, the equal one-eighth (1/8) part of all oil produced and saved from the leased acreages.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (c) hereof, payable annually on the anniversary date of this lease following the end of each such year during which no gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under said lease, expiring on 12/31/2012.

[illegible]

7. If said lessee 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 lessee only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after each revision occurs to cover the interest not required.

4. The Lessee shall have the right to use (not of coal, gas, oil and water found on said land for its operations thereon, except water from the wells of the owner. Where required by owner, the Lessee shall bury its gas lines below drive depth and shall pay for damage caused by its operations in growing crops on the land. It won't shall be drilled over this land for its operations thereon, except water from the wells of the owner. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all structures, buildings, machinery, equipment, and other things owned or used by Lessee, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the grounds to their original condition as near as practicable and to remove all installations, whether a reasonable time

11 If the estate of a minor party is involved and the privilege of waiving in whole or in part is expressly waived, the court may permit or may refuse to permit the heirs, devisees, administrators, executors, and assignees but no change of ownership in the real or personal property or any right due under this lease shall be binding on the State until it has been established by such action as is required by law. The original recorded instrument of conveyance as a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an executor or administrator of the estate of a deceased owner, whichever is applicable, together with all original recorded instruments of conveyance or duly certified copies thereof, and all other documents and records in the possession of the State, shall be retained by the State until the expiration of the term of the lease under which the property is being conveyed, and shall be retained by the State until the expiration of the term of the lease under which the property is being conveyed.

16. 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 land, the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or her, such default shall constitute a default or breach of this lease insofar as it covers a part of said land upon which the terms or any covenants hereof shall make due payment of said rent.

11. LENDER HEREBY WARRANTS AND AGREES TO DEFEND THE TITLE IN THE LAND HEREIN DESCRIBED AND AGREES THAT THE ISSUER, AT ITS OPTION, MAY PAY AND DISCHARGE IN WHOLE OR IN PART ANY TAXES, IMPOSITIONS, OR OTHER THINGS EXISTING, INCURRED, OR PAIDWARD AS OF OR AGAINST THE ABOVE DESCRIBED LANDS AND, IN SUCH A MATTER, SHALL BE ENTITLED TO BE SUBROGATED TO THE RIGHTS OF THE HOLDER OF A MORTGAGE INTEREST AND MAY REIMBURSE ITSELF BY APPLYING TO THE DISCHARGE AT ANY SUCH MORTGAGE, TAX OR OTHER LAW, ANY REPAYMENT OR REMITTANCE RECEIVED FROM SAID:

13. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessor shall commence operations for drilling or any lease under this lease is in force, while lease shall remain in force and its terms shall continue as long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

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 payment date; or, provided there begins or resumes the payment of rentals in the manner and amount hereinafter 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 leasehold operations for re-working or drilling a well within any well days down work and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

[illegible]

36. This lease and all its terms, conditions and stipulations shall extend to, 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 named in any of the other parties hereto named as tenants. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.

Ben R. Houston, Owner

IN-HOUSE/FIELD LAND CHECKLIST

814

1736148

2-2

PRINTED BY WILKINS PRINTING, INC., 1625 GLENVIEW PLACE, DENVER, COLORADO 80202 (303) 693-1581

STATE OF COLORADO) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
COUNTY OF WELD) 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, 1977, 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 _____ 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 May 8, 1981

STATE OF _____) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,
COUNTY OF _____) 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 _____)
County of _____)
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 corpora-
tion 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) _____
My Commission expires _____
Notary Public.

No.	1736148
FROM	
TO	
Dated	19____
No. Acres	
County	
Term	
WELD COUNTY, COLORADO	
This instrument was filed for record on the	
day of	NOV 16 1977
at	
10 o'clock, A.M., and duly recorded in	
Book	814
Page	
of the records of this office	
By <u>May Ann Feinstein</u>	
County Clerk	
By <u>Becky Harrison</u>	
Deputy	
When recorded return to	
MACHII-ROSS PETROLEUM CO.	
1340 FIRST NATIONAL BANK BLDG	
DENVER, COLORADO 80202	
50293	

IN-HOUSE/FIELD LAND CHECKLIST

AR2L47554

B 1202 02147559 07/11/88 11:59 \$9.00 1/003
F 0388 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 M 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.

ATTEST:


Assistant Secretary

A-W OIL AND GAS, INC.

By 

Gil J. Benard
Vice President

ARISTOCRAT ANGUS RANCH, a
Colorado general partnership

By 

Ben Houston, General Partner

BEEBE 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)
) ss.
COUNTY OF DENVER)

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 19, 1991

Kurt M. Peters
Notary Public



STATE OF CO)
) ss.
COUNTY OF Weld)

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

Benjamin C. O'Connell
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

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

Mary Burk
Notary Public

