

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated June 5, 1997, from Paul D. McNew and Mavis D. McNew, husband and wife, as Lessors, to Shear, Inc., as Lessee, covering the following described lands:

DESCRIPTION OF LANDS:

TOWNSHIP 6 SOUTH, RANGE 94 WEST, 6th P.M.

Section 20: That part of Lots 5 and 6 lying South of the County Road

Section 32: E/2NW/4, NW/4NW/4

Section 30: A parcel located in Lot 10, and more particularly described as follows:

Beginning at the Southeast corner of Lot 10 and Section 30; thence North 06°36'10" West along a fence 707.89 feet to an angle point in said fence; thence North 13°08'10" West continuing along said fence 143.90 feet to an angle point in said fence; thence North 04°33'30" West continuing along said fence and then along a projection of said fence 459.11 feet to a point on the south "high" bank of the Colorado River and north side of a county road; thence South 80°39' East along said bank 172.62 feet to the east line of said Section 30; thence South along said east line 1216.45 feet to the point of beginning; and containing 2.211 acres, more or less.

The total of which contains 182.22 acres, more or less. Together with all oil, gas and other mineral rights underlying meander lands, accretion rights and riparian rights contiguous to said lands owned or claimed by Lessor, or which may hereafter be established to be owned by Lessor, including by way of illustration and not of limitation, rights under the Colorado River and its shores, banks, beds and islands.

1. Should a well capable of producing gas be completed on the herein described premises or lands pooled therewith, Lessor may have gas for one farm residence and residential water pumping. The gas itself to be free, however, of all costs and liability associated therewith to be borne by Lessor.
2. Should a well capable of producing gas be completed on the herein described premises or lands pooled therewith and the well from which the gas is produced is not shut-in by lack of market conditions, Lessor and Lessee agree to bargain in good faith for Lessor to have at his sole cost and liability gas for use in farm irrigation pumping.

SIGNED FOR IDENTIFICATION:

Paul D. McNew  
Paul D. McNew

Mavis D. McNew  
Mavis D. McNew

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