

Recorded at 9:16 o'clock A.M. NOV 1979
 Reception No. 341239 Jean DeGraft Recorder Montezuma Co. 1000
 EL

CO-8150-1 for LOT 7

AMENDMENT OF LEASE

BOOK 508 PAGE 152

FILE
AH

In consideration of the sum of [REDACTED] and other valuable consideration paid to the undersigned PARTY OR PARTIES (herein called "Lessors", whether one or more) by Shell Oil Company, receipt of which is hereby acknowledged, Lessors agree that the oil and gas lease dated FEBRUARY 11, 1971, recorded in Book 412 at Page 82 of the records of MONTEZUMA County, Colorado, from LINK P. AULSTON and LOUISE AULSTON, as lessors, to MOBIL OIL CORPORATION, as lessee, covering

TOWNSHIP 37 NORTH-RANGE 17 WEST, N.M.P.M.

SECTION 6 : NE/4NW/4, also known as Tract 61

SECTION 18 : Lots 7, 8, E/2SW/4

is hereby amended and extended by extending the primary term thereof for an additional period of five (5) years beyond the expiration date of the primary term of said lease, so that the primary term of said lease, as herein amended, shall extend until the 11th day of FEBRUARY, 19 86.

Lessors further agree that the following clause is added to and shall be incorporated in said lease:

"The term "gas" as used herein includes all gaseous substances, whether combustible or non-combustible, including carbon dioxide gas."

Said lease, as herein amended and extended, shall continue in full force and effect and Lessors hereby adopt, ratify and confirm said lease upon all of the terms and provisions set out in said lease, as herein amended and extended.

EXECUTED this 25th day of SEPTEMBER, 19 79.

WHEN RECORDED RETURN TO
 SHELL OIL COMPANY
 LAND DEPARTMENT
 P. O. BOX 576
 HOUSTON, TEXAS 77001

Link P. Aulston
 LINK P. AULSTON
Louise Aulston
 LOUISE AULSTON

STATE OF COLORADO

COUNTY OF MONTEZUMA

The foregoing instrument was acknowledged before me this 25th day of SEPTEMBER, 19 79, by LINK P. AULSTON & LOUISE AULSTON.

Witness my hand and official seal.

My Commission Expires:

8-13-81

[Signature]
 Notary Public in and for
 said county and state.

or (Producers)
San. Colo. 1941 Rev.

B W

OIL AND GAS LEASE

CO-8150-1
C-1377

THIS AGREEMENT, Entered into this the 11th day of February
between Link P. Aulston and his wife, Louise Aulston,
Box 285
Yellow Jacket, Colorado 81335

and Mobil Oil Corporation, P.O. Box 633, Midland, Texas 79701 hereinafter called lessor,
and Mobil Oil Corporation, P.O. Box 633, Midland, Texas 79701 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of ten (10) 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 to 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 core 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 constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures hereon necessary or convenient for the economical operation of said land alone or conjointly 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 reversionary rights therein being situated in the County of _____

Montezuma State of Colorado and described as follows:
Sec. 6: NE-NE-NE, also known as Tract 61,
Sec. 18: S-NE, (cont.)

Section _____ Township 37N Range 17W, NMPM and containing 200 acres, more or less.

2. This lease shall remain in force for a term of _____ years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty $\frac{1}{8}$ of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty $\frac{1}{8}$ of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty $\frac{1}{8}$ of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used. Lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the daily rental provided in paragraph 5 hereof, and while said royalty is so paid or tendered this lease shall be void as a producing lease under paragraph 2 hereof. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 11th day of February 1972 this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the _____

First National Bank at Cortez, Colorado 81321 or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said

land or in the oil and gas or in the rentals to accrue hereunder, the sum of _____ Dollars, which shall operate as a rental and cover the privilege of determining the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assignee or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the lessee to drill a well on said land but also the lessor's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons.

6. If 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 hereinabove provided, and in this event the preceding paragraphs thereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. 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 the said lessor 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 any reversion accrues to cover the interest so acquired.

8. 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 lessee, the lessee shall bury its pipe lines below ground and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet 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 placed 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, where any alterations or changes were due to operations reasonably necessary under this lease.

9. If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee 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 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 claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises nevertheless 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 such separate owners 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 wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent or otherwise or to furnish separate accounting or revenue tanks. 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 owner of any such 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.

11. Lessor 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 assumed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the maturity of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything 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.

13. 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 paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore 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 resumes operations for drilling a well within sixty (60) days from a 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.

14. Lessee may at any time surrender or part of 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, all payments and royalties thereafter accruing under the terms of said lease as to the portion canceled shall cease and terminate and any rentals thereafter earned shall be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

15. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (said interpretations there- of) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accord with any such laws, orders, rules or regulations for maintaining the same. If lessee should be prevented during the last six months of the primary term hereof from drilling a well because of the order of any constituted authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well because of equipment necessary in the drilling thereof not being available in account of any cause, the primary term of this lease shall continue until six months after said order is surmounted and or said equipment is available, but the lessee shall pay daily rentals herein provided during such extended time.

16. The unitization 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 said county of an instrument declaring its purpose to unitize and describing the leased and lands unitized, which unitization shall cover the unit rights only and comprise an area not exceeding approximately 640 acres. The royalty provided for herein with respect to gas from gas wells shall be apportioned among the owners of such royalty on minerals produced in the unitized area in the proportion that their interests in the minerals under the lands which such unitized area bear to the minerals under all of the lands in the unitized area. Any well drilled on such unit shall be for all purposes a well under this lease and shall satisfy the rental provision of this lease as to all of the land covered thereby. Provided, however, there shall be under no obligation, express or implied, to drill more than one gas well on said unit.

17. 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.

(SEAL)

(SEAL)

(SEAL)

(SEAL)
Link P. Aulston (SEAL)
Louise Aulston (SEAL)
(Louise Aulston) (SEAL)

C 1625

COUNTY OF Montezuma
Before me, the undersigned, a Notary Public, within and for said county and state on this 12th
day of February, 19 71, personally appeared W. P. Aulston
and Louise Aulston
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 11-22-72 Harper A. Slazman
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.

C 1625
No. _____
OIL AND GAS LEASE
3146 RA
FROM
Louise P. Aulston et al
TO
MOBIL OIL CORPORATION
Montezuma, Colorado
Date _____, 19____
Section _____ Twp _____ Rge _____
No. of Acres _____ Term _____ County _____
RECEIVED
MAR 10 1971
FILE RECORDS
STATE OF Colorado } ss.
County of Montezuma }
This instrument was filed for record on the
5th day of March 19 71
at 1:30 o'clock P.M., and duly recorded
in Book 41A Page 82 of
the records of this office.
C. K. HEDGON
Register of Deeds.
By Ed. 3:50 PM
When recorded RETURN TO
MOBIL OIL CORPORATION
ATTN: RECORDS SECTION
P. O. BOX 10000, WICHITA, KANSAS
PHOTOSTAT SERVICE-UP TO DATE OIL MAPS

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.