

Tract in me. no. dnr.

| TRACT NO. | DESCRIPTION   | ACRES  | BASIC ROYALTY PERCENTAGE AND SERIAL NO.   | OVERRIDING ROYALTY AND PERCENTAGE | WORKING INTEREST AND PERCENTAGE | TRACT PARTICIPATION  |
|-----------|---|--------|---|-----------------------------------|---------------------------------|--|
|           |   |        | WILLIAM B. REDD   | 0.3125                            |                                 |  |
|           |   |        | MARK REDD & VERA LEE REDD   | 1.5625                            |                                 |  |
| 4-82      | T38N-R19W, NMPM<br>SEC. 32: E/2NE/4                               | 80.00  | MAX DURFEE & MARGARET DURFEE  | 6.2500                            | TREND RESOURCES LIMITED 6.2500  | MOBIL PROD. TEX & NM, INC. 100.0000 0.0394186%   |
|           |   |        | LEWIE Q. IMEL & CARRIE LEE IMEL   | 6.2500                            |                                 |  |
| 4-83      | T37N-R19W, NMPM<br>SEC. 4: TRACT 49<br>SEC. 9: TRACT 49, A THRU H | 320.00 | MONTEZUMA COUNTY BOARD OF COMMISSIONERS, COUNTY OF MONTEZUMA  | 12.5000                           | NONE                            | 0.0000 MOBIL PROD. TEX & NM, INC. 100.0000 0.1576744%  |
| 4-84      | T37N-R19W, NMPM<br>SEC. 1, 11, 12 TRACT 54                        | 320.00 | DUANE L. HALEY<br>LON L. LAYMON & WINIFRED LAYMON<br>SCHNEIDER SCHOLARSHIP FUND PRESIDENT FIRST NATIONAL BANK OF CORTEZ - TRUSTEE | 2.5000<br>2.5000<br>7.5000        | NONE<br>NL                      | 0.0000 BEARD OIL COMPANY 0.7565 0.1576744%<br>CHEVRON U.S.A. INC. 1.6643<br>MOBIL PROD. TEX & NM, INC. 71.5260<br>SHELL WESTERN E&P INC. <del>20.0000</del><br>UNLEASED NL 20.0000 |
| 4-85      | T37N-R20W, NMPM<br>SEC. 1: SE/4NW/4, E/2SW/4, SW/4SE/4            | 160.00 | MONTEZUMA COUNTY BOARD OF COMMISSIONERS, COUNTY OF MONTEZUMA  | 12.5000                           | NONE                            | 0.0000 MOBIL PROD. TEX & NM, INC. 100.0000 0.0786372%  |

CO-8855-142

|                             |                 |
|-----------------------------|-----------------|
| TOTALS FOR MOQUI:           |                 |
| TOTAL FEDERAL ACRES         | 23255.20        |
| LESS UNLEASED FEDERAL ACRES | 0.00            |
| TOTAL STATE ACRES           | 0.00            |
| TOTAL PATENTED FEE ACRES    | 2171.97         |
| <b>TOTAL</b>                | <b>25427.17</b> |

12.5287941%

4



AFFIDAVIT

BOOK 560 PAGE 292

STATE OF TEXAS  
COUNTY OF HARRIS

RECORDED AT 11 55 A. FEB 16 1984

Reception No. 371346 JEAN DeKRAFF Recorder Montezuma Co. Colo.  
EL

N. J. Hrachovy, of lawful age, being first duly sworn, deposes and says that he is the Land Manager of Mid-Continent Division and an Attorney in Fact for Shell Western E&P Inc., hereinafter called "Shell", and is duly authorized to make this affidavit for and on behalf of Shell; that Shell is the owner of that certain oil and gas lease, or of a partial interest therein, dated January 3, 1979, from Edwin A. Hagerman, President of the First National Bank of Cortez, Colorado, Trustee of Roland R. Schneider Memorial Scholarship Fund, P. O. Drawer A, Cortez, Colorado 81321, as lessor, to Mobil Oil Corp., as lessee, covering the following lands in Montezuma County, Colorado, to-wit:

Township 37 North, Range 19 West N.M.P.M.

Section 11: Tract 54 also described as E/2 SE/4

Section 12: Tract 54 also described as NW/4, N/2 SW/4

said lease being recorded in Book 502 at Page 655 of the records of said county; that said lease is for a primary term of 5 years from and after January 3, 1979; and that Shell claims an extension of the terms of said lease beyond the primary or definite term thereof.

This affidavit is made pursuant to the provisions of Title 38, Article 42, Section 106, of the Colorado Revised Statutes, 1973, as amended, for the purpose of giving record notice of the continuance of said lease.

*N. J. Hrachovy*  
N. J. Hrachovy, Attorney-in-Fact

SUBSCRIBED AND SWORN TO before me this 13 day of February, 1984.

My Commission Expires:

BETTE BRADFORD  
Notary Public in and for Harris County, Texas  
My Commission Expires June 4, 1984

*Bette Bradford*  
Notary Public in and for  
Harris County, Texas

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 13 day of February, 1984, by N. J. Hrachovy, known to me to be the Land Manager of Mid-Continent Division and Attorney in Fact for Shell Western E&P Inc.

My Commission Expires:

BETTE BRADFORD  
Notary Public in and for Harris County, Texas  
My Commission Expires June 4, 1984

WHEN RECORDED RETURN TO  
SHELL WESTERN E&P INC.  
LAND DEPARTMENT  
P. O. BOX 991  
HOUSTON, TEXAS

77000  
*Bette Bradford*  
Notary Public in and for  
Harris County, Texas



Trustee of  
do 81321

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BOOK 502 PAGE 656  
9. Lessee shall have the right of termination in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" as employed herein shall mean any act of God including but not limited to storms, floods, washouts, landslides and lightning; acts of the public enemy; wars, blockades, insurrections or riots; strikes or lockouts; epidemics or quarantine regulations; laws, acts, orders or requests of federal, state, municipal or other governmental or governmental officers or agents under color of authority; freight embargoes or failures; exhaustion or unavailability or delays in delivery of any product, labor, service or material. If lessee is required, ordered or directed by any Federal, State or municipal law, Executive order, rule, regulation or request enacted or promulgated under color of authority to cease drilling operations, mining operations, reworking operations or producing operations on the land covered by this lease, or if lessee by force majeure is prevented from conducting drilling operations, mining operations, reworking operations or producing operations, then until such time as such law, order, rule, regulation, request or force majeure is terminated and for a period of ninety (90) days after such termination each and every provision of this lease that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.  
10. Lessee hereby warrants and agrees to defend the title to said land and agrees that lessee, at its option, may discharge any tax, mortgage, or other lien upon said land and, in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of lessee's rights under the warranty in the event of failure of title, it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately, should any one or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.  
11. Lessee its successors and assigns may at any time, and from time to time, execute and deliver to lessor or to the depository bank, or file for record a release or releases of this lease as to any part or all of said land or any mineral or subsurface interval or any depths thereunder and thereby be relieved of all obligations as to the released land, mineral horizon, zone or formation. If this lease is released as to all minerals, horizons, zones and formations under a portion of said land, the delay rental, shut-in royalty and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release.

12. Other provisions hereof notwithstanding, this lease does not cover minerals other than oil, other liquid hydrocarbons (including sulphur components produced therewith), gas and their constituent elements. As used herein, the term "gas" means all gases (combustible and non-combustible), including, but not limited to, all gaseous hydrocarbons, gaseous compounds, carbon dioxide and helium.

13. Beginning with the first anniversary date of this lease next ensuing after production of oil and/or gas is obtained, for each year this lease is continued in force by production, if the total royalty paid by Lessee for such year is less than a sum equal to one dollar (\$1.00) per acre for each acre on which the lease is in force at the beginning of the particular year, Lessor shall be paid the difference as additional royalty following expiration of each such year. In consideration of such additional royalty, it shall be construed that such production during the lease year for which such additional royalty is paid was in paying quantities. Payment, or tender, may be made in the same manner as provided in this lease for payment of delay rentals. IN WITNESS WHEREOF, we sign the day and the year first above written.

*[Signature]*  
Edwin A. Hagerman, President of the First National Bank of Cortez, Colorado, Trustee of the Roland R. Schneider Memorial Scholarship Fund.

STATE OF COLORADO  
County of MONTEZUMA

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 17 day of January, 1979 by Edwin A. Hagerman, President of the First Nat. Bank of Cortez, Colorado, Trustee of the Roland R. Schneider Memorial Scholarship Fund.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
*[Signature]*  
My Commission expires 1-10, 1980 Blanche Rucker Notary Public

STATE OF COLORADO  
County of \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by \_\_\_\_\_

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission expires \_\_\_\_\_, 19\_\_\_\_ Notary Public

STATE OF COLORADO  
County of \_\_\_\_\_

CORPORATION ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by \_\_\_\_\_, partner (or agent) on behalf of \_\_\_\_\_, a partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires: \_\_\_\_\_ Notary Public

**2141 B**  
No. **331634**  
**OIL, GAS AND MINERAL LEASE**  
*Edwin A. Hagerman, President of the First National Bank of Cortez, Colorado, Trustee of the Roland R. Schneider Memorial Scholarship Fund.*  
*Blanche Rucker*  
TO  
*Wash Oil Corporation*  
By *[Signature]* County Clerk.  
Deputy *[Signature]*  
Recorded          A. D. 19           
in          County           
Record of          Page           
Book           
By **MOBIL OIL CORPORATION**  
TITLE RECORDS SECTION  
NINE GREENWAY PLAZA  
SUITE 2700  
HOUSTON, TEXAS 77046



9. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" shall mean any act of God including but not limited to storms, floods, washouts, landslides and lightning, acts of the public enemy, war, blockades, insurrections or riots, strikes or lockouts, epidemics or quarantine regulations, laws, acts, orders or requests of federal, state, municipal or other governments or governmental officers or agents under color of authority, freight embargoes or failures, exhaustion or unavailability or delays in delivery of any product, labor, service or material, if lessee is required, ordered or directed by any Federal, State or municipal law, Executive order, rule, regulation or request enacted or promulgated under color of authority to cease drilling operations, mining operations, reworking operations or producing operations on the land covered by this lease, or if lessee by force majeure is prevented from conducting drilling operations, mining operations, reworking operations or producing operations, then until such time as such law, order, rule, regulation, request or force majeure is terminated and for a period of ninety (90) days after such termination each and every provision of this lease that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.

10. Lessor hereby warrants and agrees to defend the title to said land and agree that lessee, at its option, may discharge any tax, mortgage, or other lien upon said land and, in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of lessor's rights under the warranty in the event of failure of title, it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately, should any one or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11. Lessee, its successors and assigns may at any time, and from time to time, execute and deliver to lessor or to the depository bank, or file for record a release or releases of this lease, as to any part or all of said land or any mineral or subsurface interval or any depths thereunder and thereby be relieved of all obligations as to the released land, mineral horizon, zone or formation. If this lease is released as to all minerals, horizons, zones and formations under a portion of said land, the delay rental, shut-in royalty and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release.

12. Other provisions hereof notwithstanding, this lease does not cover minerals other than oil, other liquid hydrocarbons (including sulphur components produced therewith), gas and their constituent elements. As used herein, the term "gas" means all gases (combustible and non-combustible), including, but not limited to, all gaseous hydrocarbons, gaseous compounds, carbon dioxide and helium.

13. Beginning with the first anniversary date of this lease next ensuing after production of oil and/or gas is obtained, for each year this lease is continued in force by production, if the total royalty paid by Lessee for such year is less than a sum equal to one dollar (\$1.00) per acre for each acre on which the lease is in force at the beginning of the particular year, Lessor shall be paid the difference as additional royalty following expiration of each such year. In consideration of such additional royalty, it shall be construed that such production during the lease year for which such additional royalty is paid was in paying quantities. Payment, or tender, may be made in the same manner as provided in this lease for payment of delay rentals.

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

SSN: [REDACTED] Ronald H. Gilmore  
Donald H. Gilmore  
SSN: [REDACTED] Thelma W. Gilmore  
Thelma W. Gilmore

STATE OF ~~KANSAS~~ ARIZONA NEW MEXICO

INDIVIDUAL ACKNOWLEDGMENT

County of SIOUX  
The foregoing instrument was acknowledged before me this 20th day of January FEBRUARY 19 79 by Donald H. Gilmore, and wife, Thelma W. Gilmore

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires 11-24 19 79 Norman Huck  
Notary Public

STATE OF COLORADO

INDIVIDUAL ACKNOWLEDGMENT

County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ by \_\_\_\_\_

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission expires \_\_\_\_\_ 19 \_\_\_\_\_ Notary Public

STATE OF COLORADO

CORPORATION ACKNOWLEDGMENT

County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ by \_\_\_\_\_, partner (or agent) on behalf of \_\_\_\_\_, a partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires: \_\_\_\_\_ Notary Public

No. C 2141  
316576  
OIL, GAS AND MINERAL LEASE  
Donald H. Gilmore  
Thelma W. Gilmore  
TO  
Mobile Oil Corporation

Filed for Record this the \_\_\_\_\_ day of MAY 22 1979 A.D. 19 \_\_\_\_\_ at 8:30 o'clock A. M. Jean DeGraff County Clerk.  
By E.A. Deputy.  
Recorded in \_\_\_\_\_ County \_\_\_\_\_ A.D. 19 \_\_\_\_\_  
Record of \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
By \_\_\_\_\_ County Clerk. Deputy: \_\_\_\_\_  
RETURN TO  
MOBILE OIL CORPORATION  
TITLE RECORDS SECTION  
NINE GREENWAY PLAZA  
SUITE 2700  
HOUSTON, TEXAS 77006

AFFIDAVIT

BOOK 560 PAGE 291

STATE OF TEXAS  
COUNTY OF HARRIS

RECORDED AT 11:50 O'CLOCK A.M. FEB 16 1984

Section No. 371345 JEAN DeBRAFF Recorder for Montezuma Co. Colo.  
EL.

N. J. Hrachovy, of lawful age, being first duly sworn, deposes and says that he is the Land Manager of Mid-Continent Division and an Attorney in Fact for Shell Western E&P Inc., hereinafter called "Shell", and is duly authorized to make this affidavit for and on behalf of Shell; that Shell is the owner of that certain oil and gas lease, or of a partial interest therein, dated January 9, 1979, from Donald H. Gilmore and Thelma W. Gilmore, as lessor, to Mobil Oil Corp., as lessee, covering the following lands in Montezuma County, Colorado, to-wit:

Township 37 North, Range 19 West N.M.P.M.

Section 11: Tract 54 also described as the E/2 SE/4

Section 12: Tract 54 also described as the NW/4, N/2 SW/4

said lease being recorded in Book 501 at Page 136 of the records of said county; that said lease is for a primary term of 5 years from and after January 9, 1979; and that Shell claims an extension of the terms of said lease beyond the primary or definite term thereof.

This affidavit is made pursuant to the provisions of Title 38, Article 42, Section 106, of the Colorado Revised Statutes, 1973, as amended, for the purpose of giving record notice of the continuance of said lease.

N. J. Hrachovy  
N. J. Hrachovy, Attorney-in-Fact

SUBSCRIBED AND SWORN TO before me this 13 day of February, 1984.

My Commission Expires:  
BETTE BRADFORD  
Notary Public in and for Harris County, Texas  
My Commission Expires June 4, 1984

Bette Bradford  
Notary Public in and for Harris County, Texas

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 13 day of February, 1984, by N. J. Hrachovy, known to me to be the Land Manager of Mid-Continent Division and Attorney in Fact for Shell Western E&P Inc.

My Commission Expires:  
BETTE BRADFORD  
Notary Public in and for Harris County, Texas  
My Commission Expires June 4, 1984

Bette Bradford  
Notary Public in and for Harris County, Texas

WHEN RECORDED RETURN TO  
SHELL WESTERN E&P INC.  
LAND DEPARTMENT  
P. O. BOX 991  
HOUSTON, TEXAS 77001

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Revised Statutes (1973), §36-42-106, that the term of the above described Oil and Gas Lease has been extended beyond the primary or definite term thereof.

Gulf Oil Corporation

By [Signature] <sup>CDL</sup>  
Attorney-in-Fact <sup>kmj</sup>  
[Signature]

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared D. H. MESSER, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for GULF OIL CORPORATION, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said GULF OIL CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24<sup>th</sup> day of January, 1984.

CAROLYN D. LARSON Notary Public  
In and for the State of Texas  
My Commission Expires 7-30-84

Carolyn D. Larson  
A Notary Public in the State of Texas  
P.O. Box 1150  
Midland, TX 79702  
Address

EXHIBIT "A"  
MONTEZUMA COUNTY, COLORADO

## EXHIBIT "A"

MONTEZUMA COUNTY, COLORADO

PAGE 1 OF 3

| SERIAL NO.              | OIL AND GAS LEASE  | ASSIGNMENT  | LAND DESCRIPTION  |
|-------------------------|--|---|---|
| C-26071<br>(8-24068-01) | Date of Lease: 06-01-67<br>Lessor: U. S. A.<br>Lessee: Dorothy Chorney<br>Recorded: ---                                      | Date of Assignment: 07-01-69<br>Assignor: Dorothy Chorney<br>Assignee: Gulf Oil Corp.<br>Recorded: ---                | T-38-N, R-18-W, NMPM<br>Section 18: S/2 SE/4<br>(containing 80.00 acres)  |
| C-26371<br>(8-24068-02) | Date of Lease: 06-01-67<br>Lessor: U. S. A.<br>Lessee: Dorothy Chorney<br>Recorded: --                                       | Date of Assignment: 07-01-69<br>Assignor: Dorothy Chorney<br>Assignee: Gulf Oil Corp.<br>Recorded: ---                | T-38-N, R-19-W, NMPM<br>Section 33: Lots 17, 18<br>Section 34: Lots 1, 3, 4, N/2 S/2<br>(containing 318.31 acres)                       |
| C-22375<br>(5-12017-00) | Date of Lease: 11-01-73<br>Lessor: U. S. A.<br>Lessee: Jack J. Grynberg<br>Recorded: --                                      | Date of Assignment: 03-01-77<br>Assignor: Jack J. Grynberg<br>Assignee: Gulf Oil Corp.<br>Recorded: Vol. 478, Pg. 515 | T-37-N, R-19-W, NMPM<br>Tract 38<br>(containing 120.00 acres)   |
| C-19350<br>(5-12018-00) | Date of Lease: 11-01-73<br>Lessor: U. S. A.<br>Lessee: Jack J. Grynberg<br>Recorded: --                                      | Date of Assignment: 03-01-77<br>Assignor: Jack J. Grynberg<br>Assignee: Gulf Oil Corp.<br>Recorded: Vol. 478, Pg. 988 | T-37-N, R-19-W, NMPM<br>Tract 40, less conflict with Tr. 71 A & D<br>T-37 & 38-N, R-19-W, NMPM<br>Tract 72<br>(containing 191.98 acres) |
| 5-12455-00)             | Date of Lease: 10-19-76<br>Lessor: Frank Milenski et ux<br>Lessee: R. E. Puckett<br>Recorded: Vol. 476, Pg. 785              | Date of Assignment: 03-17-77<br>Assignor: R. E. Puckett<br>Assignee: Gulf Oil Corp.<br>Recorded: Vol. 477, Pg. 729    | T-38-N, R-18-W, NMPM<br>Sec. 29: S/2 SW/4, SW/4 SE/4<br>Sec. 31: E/2 NE/4<br>Sec. 32: NW/4 NE/4, N/2 NW/4<br>(containing 320.00 acres)  |
| (5-12455-02)            | Date of Lease: 10-20-76<br>Lessor: Florence Armstrong Cray,<br>Lessee: R. E. Puckett (et vir)<br>Recorded: Vol. 476, Pg. 787 | Date of Assignment: 03-17-77<br>Assignor: R. E. Puckett<br>Assignee: Gulf Oil Corp.<br>Recorded: Vol. 477, Pg. 731    | T-38-N, R-18-W, NMPM<br>Sec. 29: S/2 SW/4, SW/4 SE/4<br>Sec. 31: E/2 NE/4<br>Sec. 32: NW/4 NE/4, N/2 NW/4<br>(containing 320.00 acres)  |

BOOK 550 PAGE 132

## EXHIBIT "A"

MONTEZUMA COUNTY, COLORADO

PAGE 2 OF 3

| SERIAL NO.               | OIL AND GAS LEASE   | ASSIGNMENT   | LAND DESCRIPTION  |
|--------------------------|---|--|---|
| P-058420<br>(5-15303-00) | Date of Lease: 03-01-46<br>Lessor: U. S. A.<br>Lessee: Anna G. Driscoll<br>Recorded: --                                 | Date of Assignment: 09-01-78<br>Assignor: Mobil Oil Corp.<br>Assignee: Gulf Oil Corp.<br>Recorded: Vol. 495, Pg. 888 | T-38-N, R-19-W, NMPM<br>Sec. 3: Lots 5,6,7,9,10, SE/4 NW/4<br>(containing 257.03 acres)   |
| C-16728<br>(8-30031-00)  | Date of Lease: 09-01-72<br>Lessor: U. S. A.<br>Lessee: Thos. F. Wheatley<br>Recorded: ---                               | Date of Assignment: 10-01-72<br>Assignor: Thos. F. Wheatley<br>Assignee: Gulf Oil Corp.<br>Recorded: ---             | T-38-N, R-19-W, NMPM<br>Section 34: NE/4, NE/4 NW/4, S/2 NW/4<br>(containing 280.00 acres)  |
| (5-16097-00)             | Date of Lease: 01-03-79<br>Lessor: Edwin A. Hagerman, In Cap.<br>Lessee: Mobil Oil Corp.<br>Recorded: Vol. 502, Pg. 655 | Date of Assignment: 11-28-79<br>Assignor: Mobil Oil Corp.<br>Assignee: Gulf Oil Corp.<br>Recorded: Vol. 510, Pg. 955 | T-37-N, R-19-W, NMPM<br>Sec.11: Tract 54 (also described as E/2 SE/4)<br>Sec.12: Tract 54 (also described as NW/4, N/2 SW/4)<br>(containing 320.00 acres)   |
| (5-16097-01)             | Date of Lease: 01-09-79<br>Lessor: Donald H. Gilmore et ux<br>Lessee: Mobil Oil Corp.<br>Recorded: Vol. 501, Pg. 136    | Date of Assignment: 11-28-79<br>Assignor: Mobil Oil Corp.<br>Assignee: Gulf Oil Corp.<br>Recorded: Vol. 510, Pg. 955 | T-37-N, R-19-W, NMPM<br>Sec.11: Tract 54 (also described as the E/2 SE/4)<br>Sec.12: Tract 54 (also described as the NW/4,<br>N/2 SW/4<br>(containing 320.00 acres)   |
| C-1713<br>(8-24068-00)   | Date of Lease: 06-01-67<br>Lessor: U. S. A.<br>Lessee: Dorothy Chorney<br>Recorded: --                                  | Date of Assignment: 07-01-69<br>Assignor: Dorothy Chorney<br>Assignee: Gulf Oil Corp.<br>Recorded: --                | T-38-N, R-19-W, NMPM<br>Sec. 24: N/2<br>Sec. 35: Lots 1-4 incl., N/2 N/2, SE/4 NE/4,<br>NE/4 SW/4, N/2 SE/4<br>Sec. 36: Lots 1-4 incl., N/2 NE/4, SW/4 NE/4,<br>NW/4, N/2 S/2<br><br>T-38-N, R-18-W, NMPM<br>Sec. 19: Lots 5-16 incl., E/2<br>(containing 2,034.00 acres) |

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EXHIBIT "A"

MONTEZUMA COUNTY, COLORADO

PAGE 3 OF 3

| <u>SERIAL NO.</u>       | <u>OIL AND GAS LEASE</u>  | <u>ASSIGNMENT</u>  | <u>LAND DESCRIPTION</u>  |
|-------------------------|---|--|--|
| (5-19204-00)            | Date of Lease: 05-03-78<br>Lessor: Montezuma County<br>Lessee: Mobil Oil Corp.<br>Recorded: Vol. 491, Pg. 394 | Date of Assignment: 09-29-83<br>Assignor: Mobil Producing TX & NM, Inc.<br>Assignee: Gulf Oil Corp.<br>Recorded: Vol. 557, Pg. 559 | T-38-N, R-19-W, NMPM<br>Section 12: Lot 7 (also known as SW/4 of<br>Tract 52)<br>(containing 43.85 acres)                                  |
| C-22368<br>(8-24011-01) | Date of Lease: 06-01-67<br>Lessor: U. S. A.<br>Lessee: Raymond Chorney<br>Recorded: --                        | Date of Assignment: 07-01-69<br>Assignor: Raymond Chorney<br>Assignee: Gulf Oil Corp.<br>Recorded: --                              | T-37-N, R-19-W, NMPM<br>Sec. 1: Lots 5 thru 14 incl., NW/4 SW/4.<br>Sec. 2: Lots 5, 6, 7, S/2 NW/4, SW/4 NE/4<br>(containing 517.49 acres) |
| C-1845<br>(3-24018-00)  | Date of Lease: 06-01-67<br>Lessor: U. S. A.<br>Lessee: Joan Chorney<br>Recorded: --                           | Date of Assignment: 07-01-69<br>Assignor: Joan Chorney<br>Assignee: Gulf Oil Corp.<br>Recorded: --                                 | T-38-N, R-19-W, NMPM<br>Sec. 23: S/2 NE/4<br>Sec. 2: SW/4<br>(containing 240.00 acres)   |

delay rentals necessary to maintain the subject Leases to date have been timely and properly paid; and your records should be noted so that such delay rental payments continue in the future until such time as shut-in gas royalty payments are commenced.

13. Your attention is invited to the descriptions contained under the subject Oil and Gas Leases above, although they specify the portions of Tract 54 contained in Sections 11 and 12, and although Tract 54 also extends into Section 1, the Lease also contains a "Mother Hubbard" clause which included all contiguous and adjoining land. In our opinion, this solves any description problem which might otherwise arise.

Requirement: None; advisory only.

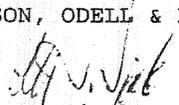
14. Your attention is specifically invited to the fact that our examination of title to the subject lands is based upon title chains furnished by Montezuma-Dolores Title Company, and that in many instances we have found these title chains to be incomplete. Necessarily, our examination and this Opinion are limited by the materials examined.

Requirement: None; advisory only. However, unless you are willing to rely upon the completeness of these title chains, complete Abstract coverage should be obtained for further examination, clarification and verification of this Opinion.

Subject to the Title Comments and Requirements set out above, it is our opinion that shut-in gas royalty payments should be made in accordance with the directions set out under that topic of this Opinion.

Very truly yours,

POULSON, ODELL & PETERSON

  
Peter A. Bjork

PAB:mja

This title opinion was rendered at the request of the client and is based on the information furnished to the undersigned. It is not intended to constitute a contract or any other legal instrument. It is subject to change without notice and is not to be construed as a warranty of any kind.

| Land Patent Details   |               |                              |                           |  |                       |               |
|---|---------------|------------------------------|---------------------------|--|-----------------------|---------------|
| Accession Nr: 973660  |               | Document Type: Serial Patent |                           | State: Colorado                                      | Issue Date: 1/30/1926 | Cancelled: No |
| Names On Document   |               |                              | Miscellaneous Information |  |                       |               |
| <input checked="" type="checkbox"/> SCHNEIDER, ROLAND R<br><br>                               |               |                              | Land Office:              | Durango  |                       |               |
|   |               |                              | US Reservations:          | Yes  |                       |               |
|   |               |                              | Mineral Reservations:     | No   |                       |               |
|   |               |                              | Tribe:                    | ---  |                       |               |
|   |               |                              | Militia:                  | ---  |                       |               |
| Military Rank: ---  |               |                              | State In Favor Of:        | ---  |                       |               |
|   |               |                              | Authority:                | May 20, 1862: Homestead EntryOriginal (12 Stat. 392) |                       |               |
| Document Numbers  |               |                              | Survey Information        |  |                       |               |
| Document Nr:  | 010000        |                              | Total Acres:              | 320.00   |                       |               |
| Misc. Doc. Nr:  | 0             |                              | Survey Date:              | ---  |                       |               |
| BLM Serial Nr:  | CODR 0010000  |                              | Geographic Name:          | ---  |                       |               |
| Indian Allot. Nr:   | ---           |                              | Metes/Bounds:             | No   |                       |               |
| Land Descriptions   |               |                              |                           |  |                       |               |
| State   | Meridian      | Twp - Rng                    | Aliquots                  | Section  | Survey #              | County        |
| CO  | New Mexico PM | 037N - 019W                  | Lot/Trct 54               | 1  |                       | Montezuma     |
| REMARKS: SUBJECT TO RIGHTS OF PRIOR PERMITTEES OR LESSEES TO SUBSURFACE FOR MINING OPERATIONS |               |                              |                           |  |                       |               |
| CO  | New Mexico PM | 037N - 019W                  | Lot/Trct 54               | 11   |                       | Montezuma     |
| REMARKS: SUBJECT TO RIGHTS OF PRIOR PERMITTEES OR LESSEES TO SUBSURFACE FOR MINING OPERATIONS |               |                              |                           |  |                       |               |
| CO  | New Mexico PM | 037N - 019W                  | Lot/Trct 54               | 12   |                       | Montezuma     |
| REMARKS: SUBJECT TO RIGHTS OF PRIOR PERMITTEES OR LESSEES TO SUBSURFACE FOR MINING OPERATIONS |               |                              |                           |  |                       |               |

Durango 010000

4-1002-R.

# The United States of America,

On all in whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at **Durango, Colorado,** has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of **Roland R. Schneider** has been established and duly consummated, in conformity to law, for the **northwest quarter and the north half of the southwest quarter of Section twelve and the east half of the southeast quarter of Section eleven in Township thirty-seven north of Range nineteen west of the New Mexico Meridian, Colorado, containing three hundred twenty acres,**

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States. **This entry is made under Section 29 of the Act of February 25, 1920 (41 Stat. 437) and the patent is issued subject to the rights of prior permittees or lessees to use so much of the surface of said lands as is required for mining operations without compensation to the patentee for damages resulting from proper mining operations.**

IN TESTIMONY WHEREOF, I, **Calvin Coolidge,**

President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the **THIRTIETH**

(SEAL)

day of **JANUARY**

In the year of our Lord one thousand

nine hundred and **TWENTY-SIX**

and of the Independence of the

United States the one hundred and **FIFTIETH**

By the President:

By

*Calvin Coolidge*  
*Viola B. Pugh*  
*M. P. LeRoy*

Secretary.

Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number **973660**