

Tract in meadow

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 SEC. 32: E/2NE/4	80.00	MAX DUFFEE & MARGARET DUFFEE	6.2500	TREND RESOURCES LIMITED 6.2500	MOBIL PROD. TEX & NM, INC. 100.0000 0.0394136%
416			LEWIE Q. IMEL & CARRIE LEE IMEL	6.2500		
4-83	T37N-R19W, NMPM SEC. 4: TRACT 49 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%
417						
4-84	T37N-R19W, NMPM SEC. 1, 11, 12: TRACT 54	320.00	DUANE L. HALEY 1	2.5000	NONE 0.0000	BEARD OIL COMPANY 0.7565 0.1576744%
418			LON L. LAYMON & WINIFRED LAYMON NL	2.5000		CHEVRON U.S.A. INC. 1.6643
			SCHNEIDER SCHOLARSHIP FUND PRESIDENT FIRST NATIONAL BANK OF CORTEZ - TRUSTEE	7.5000		MOBIL PROD. TEX & NM, INC. 71.5260
						SHELL WESTERN E&P INC. 20.0000
					UNLEASED NL	20.0000
4-85	T37N-R20W, NMPM 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 0.0788372%
419						

CO-8855-142

TOTALS FOR MOQUI:
TOTAL FEDERAL ACRES
LESS UNLEASED FEDERAL ACRES
TOTAL STATE ACRES
TOTAL PATENTED FEE ACRES

23255.20
0.00
0.00
2171.97

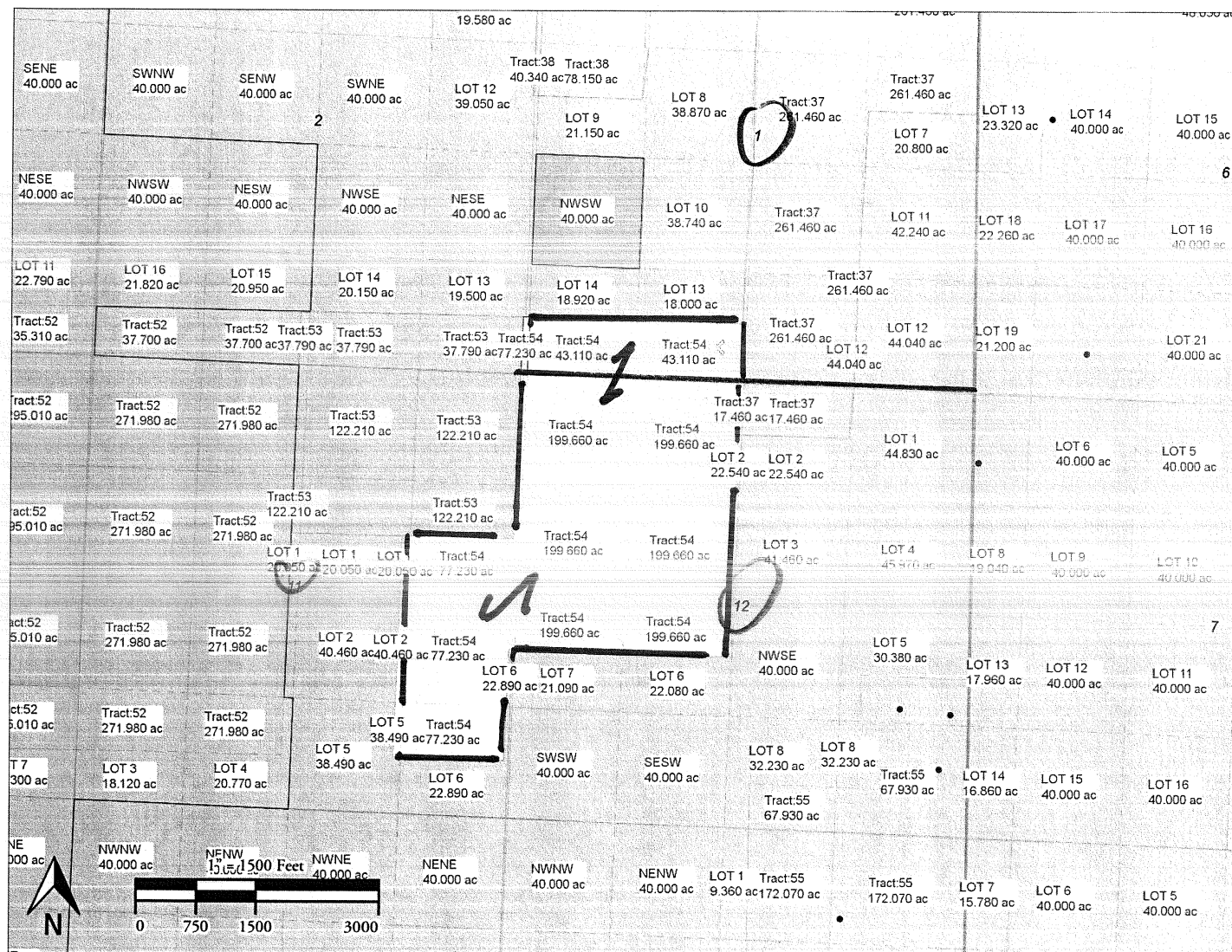
TOTAL

25427.17

12.5287941%

100

4



A F F I D A V I T

BOOK 560 PAGE 292

STATE OF TEXAS

COUNTY OF HARRIS

RECORDED AT 11 FEB 16 1984

Reception No. 371346 JEAN DeKRAFF Notary Public 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
SHELL WESTERN E&P INC.
LAND DEPARTMENT
P. O. BOX 991
HOUSTON, TEXAS 77001

Bette Bradford
Notary Public in and for
Harris County, Texas

Trustee of
do 81321

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9. Lessee shall have the right to delay or suspend 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 officers or agents, order 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 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 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.

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.

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

C2141 B

No. 337634

OIL, GAS AND MINERAL LEASE

Roland R. Schneider's Name
Scholarship Fund by Edwin A.
Hagerman, Pres. 1st Nat. Bank of Cortez

TO

Mobile Oil Corporation

Recorded for Record this the

day of JUN 2 1979 A. D. 19

at 8:45 o'clock A. M.

By Jean DeGraff

County Clerk.

Deputy.

Recorded Ed 400 ph.

in A. D. 19

County

Record of

Book

Page

County Clerk.

Deputy.

RETURN TO

MOBIL OIL CORPORATION

TITLE RECORDS SECTION

NINE GREENWAY PLAZA

SUITE 2700

HOUSTON, TEXAS 77046

OIL, GAS, CARBON DIOXIDE AND MINERAL LEASE

BOOK 501 PAGE 136

THIS AGREEMENT made this 9th day of January, 1979, between

Donald H. Gilmore, and wife, Thelma W. Gilmore

of Drawer FF, Cortez, Colorado 81321

(Post Office Address)

herein called lessor (whether one or more), and Mobil Oil Corporation

Nine Greenway Plaza - Suite 2700, Houston, Texas 77046

lessor

*****TEN AND NO/100***** Dollars is 10.00

1. Lessor, in consideration of the sum of \$10.00, hereby grants, leases and lets exclusively unto lessee the land covered hereby for the purpose of investigating, exploring, prospecting, drilling, mining, producing, processing, storing, transporting, marketing and otherwise dealing with oil, gas, sulphur, reasonable material and all other minerals (whether or not similar to those mentioned), injecting gas, water, other fluids and air into subsurface strata, establishing and utilizing facilities for the disposition of salt water, laying pipe lines, storing oil, building roads, bridges, tanks, power lines, telephone lines and any other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, together with such rights and easements on said land necessary or useful in lessee's oil, gas and mineral operations on said land and adjacent land and with the right of ingress and egress to and from said land for such purposes across any adjacent and contiguous lands of lessor by use of existing roads or otherwise. The land covered hereby (including but not limited to all of lessor's future, remainder and reversionary rights therein) herein called "said land," is located in

Montezuma

Colorado

Township 37 North, Range 19 West, NMPH:

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,

and includes not only the land specifically described above, but also all land, if any, contiguous to or adjoining said land and owned or claimed by lessor by limitation, prescription, possession, reversion or otherwise, in which lessor has a preference right of acquisition. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 320.00 acres, whether it actually comprises more or less than five (5)

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten (10) years from the date hereof, "primary term" and as long thereafter as oil, gas, sulphur, reasonable material or other mineral is produced from said land or land with which said land is pooled.

3. The royalties to be paid by lessee are:

(a) on oil and other liquid hydrocarbons saved at the well, one-eighth of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor in the pipeline to which the wells may be connected. Lessor's interest in either case shall bear its proportion of any expenses for treating oil to make it marketable as crude. Lessee may, at its option, from time to time purchase any royalty oil or liquid hydrocarbons, paying the market price therefor prevailing for the field where produced for oil or liquid hydrocarbons of like kind and quality on the date of purchase and lessee may sell any royalty oil or liquid hydrocarbons in its possession and pay lessor the price received by lessee for such oil and/or liquid hydrocarbons computed at the well;

(b) on gas and casinghead gas produced from said land:

(1) when said or used by lessee for the extraction of gasoline or other products therefrom, one-eighth of the market value at the well of the gas so sold or used, provided that the market value shall not exceed the net amount realized by lessee from the sale of gas and extracted products, including gasoline and residue gas ("net amount realized") being defined as proceeds received by lessee from the sale less all costs and expenses incurred by lessee from the mouth of the well through sale, excluding normal field separation expense which lessee alone shall bear; in the event the net is processed in a plant in which lessee owns an interest, lessee may include as expense amortization of its investment in pipelines, the plant and its facilities plus a reasonable rate of return thereon. The use by lessee of all or any part of the extracted products, including gasoline and residue gas, for its own account shall for the purposes hereof be deemed a sale at the market price prevailing at the plant at the time of use by lessee; provided, however, if the price of any product, gasoline or gas is regulated by any governmental agency, market price of such product, gasoline or gas for the purposes of computing royalty on such product, gasoline or gas used by lessee shall not be in excess of the price permitted by such regulations. If a refund of a portion of the proceeds derived from the sale of gas may be required under any order, rule or regulation of the Federal Power Commission or other governmental agency having jurisdiction thereof, net amount realized shall be calculated on the basis of the unexpended or unrefunded proceeds for such gas which lessee receives. Lessee may hold without interest the portion of any proceeds subject to possible refund until the amount of refund, if any, is determined by final unappealable order of the Federal Power Commission or other governmental agency.

(2) when used by lessee for any purpose other than the extraction of gasoline or other products therefrom and those permitted by numbered paragraph 1, one-eighth of the market value at the mouth of the well of such gas or casinghead gas, provided, however, that lessee shall in no event be required to determine and change market value more often than once every calendar year. Changes made shall be prospective only. If the price of gas or casinghead gas is regulated by any governmental agency, the market value for the purposes of computing royalty hereunder shall not be in excess of the price permitted by such regulations. If a refund of a portion of the proceeds derived from the sale of gas may be required under any order, rule or regulation of the Federal Power Commission or other governmental agency having jurisdiction thereof, net amount realized shall be calculated on the basis of the unexpended or unrefunded proceeds for such gas which lessee receives. Lessee may hold without interest the portion of any proceeds subject to possible refund until the amount of refund, if any, is determined by final unappealable order of the Federal Power Commission or other governmental agency.

(c) on leasehold mineral and all other minerals mined or marketed, one-tenth either in kind or value at the well or mine, at lessee's election, except that on sulphur mined and marketed the royalty shall be One Dollar (\$1.00) per long ton and

(d) if lessee drills a well on said land or on land pooled therewith, which well is capable of producing oil or gas in paying quantities but such well is not being produced and this lease is not being maintained otherwise as provided herein, this lease shall not terminate, whether it be during or after the primary term (unless released by lessee) and it shall nevertheless be considered that oil or gas in paying quantities is being produced from the land covered by this lease. When the lease is continued in force in this manner, lessee shall pay or tender as royalty to the parties entitled thereto before the date of payment. Such bank and its successors are lessor's agent and shall continue as depository for all rental and shut-in royalty payable hereunder regardless of changes in ownership of said land. Rental or shut-in royalty, if such bank or its successors are not successful in being succeeded by another bank or for any reason fail or refuse to accept rental or shut-in royalty, lessee shall not be held in default for failure to make such payment or tender of rental or shut-in royalty until thirty (30) days after the party or parties entitled thereto shall deliver to lessee a proper recordable instrument naming another bank as agent to receive such payment or tender. If lessee shall make a bona fide attempt on or before any payment date to pay or deposit rental or shut-in royalty to a party or parties entitled thereto and such payment or deposit is rejected or such party or parties refuse to accept such payment or deposit, lessee shall give notice in accordance with subsequent provisions of this lease of their right to receive rental and if such payment or deposit shall be ineffective or erroneous in any regard, this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment or deposit had been properly made; provided that the erroneous or ineffective rental payment or deposit be corrected within thirty (30) days after receipt by lessee of written notice by such party or parties of such error accompanied by such instruments as are necessary to enable lessee to make proper payment or deposit of rental as to any interest in said land shall not affect this lease as to any interest therein as to which proper payment or deposit is made.

4. If operations for drilling are not commenced on said land or on land pooled therewith on or before one year from the date hereof, this lease shall terminate as to both parties unless on or before such date lessee shall pay or tender for make a bona fide attempt to pay or tender to lessor or to the credit of lessor in

the sum of ***** Dollars

(b) hereinafter called "rental", which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payment or tender annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months, each during the primary term. The payment or tender of rental under this paragraph and of royalty under Paragraph 3 on any well which is not being produced, hereinafter referred to as "shut-in royalty", may be made by check or draft of lessee mailed or delivered to the parties entitled thereto on or before the date of payment. Such bank and its successors are lessor's agent and shall continue as depository for all rental and shut-in royalty payable hereunder regardless of changes in ownership of said land. Rental or shut-in royalty, if such bank or its successors are not successful in being succeeded by another bank or for any reason fail or refuse to accept rental or shut-in royalty, lessee shall not be held in default for failure to make such payment or tender of rental or shut-in royalty until thirty (30) days after the party or parties entitled thereto shall deliver to lessee a proper recordable instrument naming another bank as agent to receive such payment or tender. If lessee shall make a bona fide attempt on or before any payment date to pay or deposit rental or shut-in royalty to a party or parties entitled thereto and such payment or deposit is rejected or such party or parties refuse to accept such payment or deposit, lessee shall give notice in accordance with subsequent provisions of this lease of their right to receive rental and if such payment or deposit shall be ineffective or erroneous in any regard, this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment or deposit had been properly made; provided that the erroneous or ineffective rental payment or deposit be corrected within thirty (30) days after receipt by lessee of written notice by such party or parties of such error accompanied by such instruments as are necessary to enable lessee to make proper payment or deposit of rental as to any interest in said land shall not affect this lease as to any interest therein as to which proper payment or deposit is made.

5. Lessee is hereby granted the right and power at any time and from time to time to pool or unitize this lease, the land covered by it or any part thereof with any other land, lease, leases, mineral estates or parts thereof for the production of oil, gas, or any other minerals. The unit may include either oil or gas (including condensate) or any other mineral and may be limited to one or more subsurface strata. Units pooled for oil hereunder shall not exceed forty (40) acres in surface area plus a tolerance of ten percent (10%) thereof and units pooled for gas (including condensate) hereunder shall not exceed six hundred forty (640) acres in surface area plus a tolerance of ten percent (10%) thereof, provided that if any Federal or State law, Executive order, rule or regulation shall prescribe or permit a spacing pattern for the development of the field or allocate a producing allowable on acreage per well, then any such unit may embrace such additional acreage as may be so prescribed, permitted or as may be used in such allocation or allowable. Lessee shall file written unit designations in the county in which the premises are located. The unit shall become effective on the date provided in the designation or if the designation makes no such provision it shall become effective upon the date it is filed for record. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty or leasehold interests in lands within the unit which are not effectively pooled or unitized. Such units may be designated any time either before or after the completion of a well or wells or production therefrom and lessee may reduce, enlarge, modify or dissolve such unit or units at any time prior to the discovery of oil, gas or other minerals on the pooled acreage or, after discovery of same, at any time subsequent to the cessation of production thereof, by filing a written declaration to such effect in the same county. Drilling operations and production on any part of the pooled acreage shall be treated as if such drilling operations were upon or such production was from the land described in this lease whether the well or wells be located on the land covered by this lease or not. The entire acreage pooled into a unit shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease. In lieu of the royalties herein provided, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

6. If, prior to discovery of oil, gas or other minerals on said land or land pooled therewith, lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, gas or other minerals, the production thereof should cease from any cause, this lease shall not terminate if lessee commences reworking or additional drilling or mining operations within sixty (60) days thereafter, or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling, mining or reworking on or before the rental paying date next ensuing after the expiration of three (3) months from date of completion and abandonment of said dry hole or holes or the cessation of production. If a dry hole is completed and abandoned at any time during the last fifteen (15) months of the primary term and prior to discovery of oil, gas or other mineral on said land or land pooled therewith, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, oil, gas or other mineral is not being produced on said land or land pooled therewith but lessee is then engaged in operations for drilling, mining or reworking any well or mine thereon, this lease shall remain in force so long as drilling, mining or reworking operations are prosecuted whether on the same or different wells or mines with no cessation of more than sixty (60) consecutive days, and if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, lessee agrees to drill such other wells as is reasonably prudent operator would drill under the same or similar circumstances. The judgment of the lessee, when not fraudulently exercised, in carrying out the purposes of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and casinghead gas, as well as tanks for all operations hereunder, including recompression, pressure maintenance, cycling and secondary recovery operations and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land including the right to draw and remove all casing. Unless otherwise expressly provided herein, the only obligations on lessee's use of the surface of the land for its operations, except the surface of the land for its operations, shall be to maintain the surface of the land in as good or better condition as it was in at the time of the commencement of this lease. If lessee shall conduct such operations in a non-negligent manner and (2) lessee shall not use more of the lateral surface than is reasonably necessary in connection therewith. Any additions to changes or alterations of lessee's facilities made at lessee's request shall be at lessee's cost and expense. No well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessee's consent. Lessor shall have the privilege at risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

The right to shut-in royalty hereunder may be assigned in whole or in part as to said land or any mineral or subsurface interval or any depth thereunder and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee. No such change or division in the ownership of the land, rentals or royalties shall be binding upon lessee for any purpose until such person acquiring any interest therein has received actual notice of the assignment of this lease in writing from the original lessor. In the event of an assignment of this lease as to a segregated portion of said land, the rentals or shut-in royalty payments payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each and default in payment by any one shall not affect the rights of other leasehold owners hereunder. Any assignment shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder and if lessee or assignee of part or parts hereof shall fail or make default in payment of the proportionate part of the rentals or shut-in royalty payments due from such lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease or part or parts hereof or the payment of rentals or shut-in royalty payments due from any other lessee or assignee or shut-in royalty payments. If six or more parties become entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

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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, wars, 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 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 minerals 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]

Donald H. Gilmore
Donald H. Gilmore

SSN: [REDACTED]

Thelma W. Gilmore
Thelma W. Gilmore

STATE OF ~~KANSAS~~ NEW MEXICO

INDIVIDUAL ACKNOWLEDGMENT

County of Sandoval

The foregoing instrument was acknowledged before me this 2nd 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 H. 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
376576

OIL, GAS AND MINERAL LEASE

Donald H. Gilmore

Thelma W. Gilmore

Mobile Oil Corporation

Filed for Record this the _____ day of _____ 1979

at _____ o'clock _____ A. M.

at _____ o'clock _____ A. M.

at _____ o'clock _____ A. M.

at _____ o'clock _____ A. M.

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AFFIDAVIT

BOOK 560 PAGE 291

STATE OF TEXAS
COUNTY OF HARRISRECORDED AT 11⁵⁰ O'CLOCK A. M. FEB 15 1984

Recitation No. 371345 JEAN DeBRAFF Recorder Harris County, Texas.

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

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

Bette Bradford
Notary Public in and for
Harris County, Texas

STATE OF
COUNTY OF

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Shell Western E&P Inc.
this affidavit
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Montezuma

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Section 11
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My Commission Expires:
BETTE BRADFORD
Notary Public in and for
Harris County, Texas

STATE OF TEXAS
COUNTY OF HARRIS

TI
Thelma W. Gilmore
Mid-Continent
My Commission Expires:

RECORDED AT 12⁰⁶ O'CLOCK P. M. FEB 10 1984

Acceptance No. 371242 JEAN DeGRAFF Recorder Montezuma Co. Colo.

AFFIDAVIT OF EXTENSION
OF LEASE

BOOK 560 PAGE 130

STATE OF COLORADO)
COUNTY OF MONTEZUMA)

SS.

McELMO DOME UNIT NO. 5-20089-00

D. H. MESSER, being of lawful age, upon first being duly sworn, upon his oath, deposes and states:

1. That he is an Attorney-in-Fact for Gulf Oil Corporation, and that he has personal knowledge of the facts hereinafter set forth and is authorized to make this affidavit.

2. That Gulf Oil Corporation is the owner, by means of Assignment Affecting Record Title to Oil and Gas Lease, effective date being (See Exhibit "A"), recorded in Volume ---, Page ---, --- Records, Montezuma County, Colorado, of (or of an interest in) the following described Oil and Gas Lease:

Date:

Lessor:

SEE EXHIBIT "A"

Lessee:

Recorded:

insofar as said Lease covers the following described lands located in Montezuma County, Colorado, to-wit:

SEE EXHIBIT "A"

3. That said Oil and Gas Lease is for a primary or definite term of years therein provided and for as long thereafter as oil and gas, or either of them, is produced from the lands covered thereby.

4. That this affidavit is given for the purpose of serving notice to all concerned, pursuant to the provisions of Colorado

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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] ^{CDL}
Attorney-in-Fact ^{knj}
[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 24th 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

PAGE 1 OF 3

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

BOOK 560 PAGE 132

EXHIBIT "A"

MONTEZUMA COUNTY, COLORADO

PAGE 2 OF 3

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

BOOK 560 PAGE 133

EXHIBIT "A"

MONTEZUMA COUNTY, COLORADO

PAGE 3 OF 3

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

BOOK 560 PAGE 134

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.

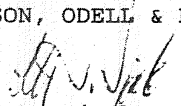
14. Your attention is specifically invited to the fact that our examination of title to the subject lands is based upon title chains furnished by Montezuma-Dolores Title Company, and that in many instances we have found these title chains to be incomplete. Necessarily, our examination and this Opinion 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 not to be used for any other purpose without the written consent of the firm.

Land Patent Details						
Accession Nr: 973660		Document Type: Serial Patent		State: Colorado	Issue Date: 1/30/1926 Canceled: No	
Names On Document			Miscellaneous Information			
<input checked="" type="checkbox"/> SCHNEIDER, ROLAND R 			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						

The United States of America,

To all to 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**