

OIL AND GAS LEASE

THIS AGREEMENT made this 8th day of February 1975, between
Lucille V. Everett and Clarence L. Everett, her husband,

lessor (whether one or more), whose address is RR Mancos, Colorado
and E. A. Watlington, 1179 Three Park Central, Denver, Colorado 80202, lessee WITNESSETH

1 Lessor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for producing and owning oil and gas, including casinghead gas, casinghead gasoline, condensate and all related hydrocarbons and including all other products produced therewith, hereinafter referred to collectively as "said minerals", together with the right to make surveys on said land lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for producing treating storing and transporting said minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Montezuma, State of Colorado, and is described as follows:

✓ Township 36 North - Range 18 West, N.M.P.M.
Section 1 3 $\frac{1}{2}$

C. L. E.

* Carbon Dioxide Gas *L. V. E.*

This lease also covers and includes any land contiguous to or adjoining the land above described other than those constituting regular governmental subdivisions and (a) owned or claimed by lessor by limitation prescription, possession reversion or unrecorded instrument or (b) as to which lessor has a preferential right of acquisition. For the purpose of determining the amount of any bonus, delay rental or other payment hereunder said land shall be deemed to contain 320 acres whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof.

2 Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of ten (10) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3 As royalty, lessee covenants and agrees (a) To deliver to the credit of lessor in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land or from time to time, at the option of lessee to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil, (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas, (c) To pay lessor on all other of said minerals produced and marketed or utilized by lessee from said land, one tenth either in kind or the market value thereof at the well, at lessee's election. If, at the expiration of the primary term or at any time or times thereafter there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market said minerals capable of being produced from said wells but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines separator and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term all such wells are shut-in for a period of ninety (90) consecutive days and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to the amount of annual delay rental provided for in this lease. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety-day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the depository bank provided for below. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4 Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all of said minerals or horizons, so as to establish units containing not more than 80 surface acres plus 10% acreage tolerance, provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas other than casinghead gas (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established or after enlargement are required under any governmental rule or order for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral royalty or leasehold interest in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit that proportion of the total production of unitized minerals from the unit after deducting any used in lease or unit operations which the number of surface acres in such land covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder shall not have the effect of exchanging or transferring any interest under this lease between parties. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect. If at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4 a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4 the words "separate tract" mean any tract with royalty ownership differing now or hereafter, either as to parties or amounts from that as to any other part of the leased premises.

5 If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties, unless lessee on or before said date shall, subject to the further provisions hereof pay or tender to lessor or to lessor's credit in the
First National Bank at Cortez, Colorado 81321, or its successors,

which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys the sum of \$ 320.00 which shall operate as delay rental and cover the privilege of deferring operations for one year from said date. In like manner and upon like payments or tenders, operations may be further deferred for like periods of one year each during the primary term. If at any time that lessee pays or tenders delay rental, royalties, or other moneys, two or more parties are, or claim to be, entitled to receive same, lessee may in lieu of any other method of payment herein provided, pay or tender such rental, royalties, or other moneys, in the manner herein specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the account or delivered to lessor or to the depository bank or before the last date for payment. Said delay rental shall be apportionable as to said land on an acreage basis, and a failure to make proper payment or tender of delay rental as to any portion of said land or as to any interest therein shall not affect this lease as to any portion of said land or as to any interest therein as to which proper payment or tender is made. Any payment or tender which is made in an attempt to make proper payment but which is erroneous in whole or in part as to parties, amounts, or depository shall nevertheless be sufficient to prevent termination of this lease and to extend the time within which operations may be conducted in the same manner as though a proper payment had been made provided, however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof from lessor. If the depository bank should refuse to accept any rental tendered hereunder, the tender nevertheless shall be fully effective and lessee shall have no obligation to make any further tender or payment in connection therewith until after lessor shall have furnished lessee with an instrument satisfactory to lessee naming another bank as agent to receive such payment. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest. If this lease is so released as to all of said minerals and horizons under a portion of said land, the delay rental 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.

6 If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall there- after terminate on its anniversary date next following the nineteenth (90th) day after such discontinuance unless on or before such anniversary date lessee either (1) conducts operations or (2) commences or resumes the payment or tender of delay rental, provided, however, if such anniversary date is at the end of the primary term, or if there is no further anniversary date of the primary term, this lease shall terminate at the end of such term or on the nineteenth (90th) day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) lessee is conducting operations or (2) the shut in well provisions of paragraph 3 or the provisions of paragraph 11 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas or other of said minerals, or the production of oil, gas or other of said minerals whether or not in paying quantities.

7 Lessee shall have the use free from royalty of water other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8 The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any of said minerals or horizons. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns and successors assigns. No change or division in the ownership of said land, royalties, delay rental, or other moneys or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee its successors or assigns, no change or division in the ownership of said land or of the royalties, delay rental, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner lessee may nevertheless pay or tender such royalties, delay rental, or other moneys, or part thereof to the credit of the decedent in the depository bank provided for above. In the event of assignment of this lease as to any part (whether divided or undivided) of said land, the delay rental payable here under shall be apportionable as between the several leasehold owners, ratably according to the surface area or undivided interests of each and default in de lay rental payment by one shall not affect the right of other leasehold owners hereunder.

9 In the event lessor considers that lessee has not complied with all its obligations hereunder both express and implied lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations (but in no event less than forty acres) such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require, and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10 Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in said minerals, or any of them, in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11 If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term and the delay rental provisions hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12 Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws insofar as they may in any way affect the purpose for which this lease is made.

IN WITNESS WHEREOF, this instrument is executed on the date first above written

Lucille V. Everett
Social Security or I D Number

Lucille V. Everett

Social Security or I D Number

Social Security or I D Number

Social Security or I D Number

Clarence L. Everett
Social Security or I D Number

Clarence L. Everett

Social Security or I D Number

Social Security or I D Number

Social Security or I D Number

STATE OF Colorado)
COUNTY OF Montezuma) SS

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Lucille V. Everett and Clarence L. Everett, to me personally known and known to me to be the same person SS described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that they executed and delivered the same as their free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead. Given under my hand and official seal this 10th day of February 19 75.

My Commission Expires 1/1/76

Notary Public in and for said County and State, residing at

STATE OF _____)
COUNTY OF _____) SS

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that _____ and _____ to me personally known, and known to me to be the same person _____ described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that _____ he _____ executed and delivered the same as _____ free and voluntary act and deed, for the uses, purposes and consideration therein expressed including the relinquishment of dower and homestead. Given under my hand and official seal this _____ day of _____ 19 _____.

My Commission Expires

Notary Public in and for said County and State, residing at

WHEN RECORDED RETURN TO

This instrument was filed for record on the 16th day of May 1975 at 2:27 o'clock P.M., and duly recorded in Book 454, Page 425 of the records of this office.

Jean De Graff County Clerk
County of Montezuma State of Colo El

OIL AND GAS LEASE ^{GS}

BOOK 453 PAGE 173

THIS AGREEMENT made this 4th day of February 1975 between
Troy M. Oliver and W. Shorlene Oliver, his wife

lessor (whether one or more) whose address is Rt. 1, Box 48, Cortez, Colorado 81321
and E. A. Watlington, 1179 Three Park Central, Denver, Colorado 80202

lessee WITNESSES

1 Lessor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is hereby acknowledged and of the covenants and agreements of lessee hereinafter contained does hereby grant lease and let unto lessee the land covered hereby for the purpose and with the exclusive right of exploring, drilling, mining and operating for producing and owning oil and gas, including casinghead gas casinghead gas line, condensate and all related hydrocarbons and including all other products produced therewith, hereinafter referred to collectively as said minerals together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing treating storing and transporting said minerals produced from the land covered hereby or any other land adjacent thereto The land covered hereby herein called "said Land" is located in the County of Montezuma, State of Colorado and is described as follows

Township 36 North - Range 17 West, N.M.P.M.
Section 8 SW $\frac{1}{4}$ and Lot 7

Township 36 North - Range 18 West, N.M.P.M.
Section 1, SW $\frac{1}{4}$
Section 2, NE $\frac{1}{4}$ SE $\frac{1}{4}$

* Carbon Dioxide Gas & Jr T.M.O.

This lease also covers and includes any land contiguous to or adjoining the land above described, other than those constituting regular governmental subdivisions, and (a) owned or claimed by lessor by limitation prescription possession, reversion or unrecorded instrument or (b) as to which lessor has a preferential right of acquisition For the purpose of determining the amount of any bonus delay rental or other payment hereunder, said land shall be deemed to contain 547.51 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof

2 Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of eight (8) years from the date hereof, hereinafter called "primary term" and as long thereafter as operations as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days

3 As royalty, lessee covenants and agrees (a) To deliver to the credit of lessor in the pipe line to which lessee may connect its wells, the equal one eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil, (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas (c) To pay lessor on all other of said minerals produced and marketed or utilized by lessee from said land one-tenth either in kind or the market value thereof at the well, at lessee's election If at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in and thereafter this lease may be continued in force as if no shut in had occurred Lessee covenants and agrees to use reasonable diligence to produce, utilize or market said minerals capable of being produced from said wells but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee If, at any time or times after the expiration of the primary term, all such wells are shut in for a period of ninety (90) consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to the amount of annual delay rental provided for in this lease Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety-day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the depository bank provided for below Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof In event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each

4 Lessee is hereby granted the right at its option to pool or unitize any land covered by this lease with any other land covered by this lease and/or with any other land, lease or leases, as to any or all of said minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance, provided however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance if limited to one or more of the following (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled drilling or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith 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 Any operations conducted on any part of such unitized land shall be considered for all purposes, except the payment of royalty, operations conducted upon said land under this lease There shall be allocated to the land covered by this lease within each such unit that proportion of the total production of unitized minerals from the unit after deducting any used in lease or unit operations which the number of surface acres in such land covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas The formation of any unit hereunder shall not have the effect of exchanging or transferring any interest under this lease between parties Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect if at that time no operations are being conducted thereon for unitized minerals Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided As used in this paragraph 4, the words "separate tract" mean any tract with royalty owner ship differing now or hereafter, either as to parties or amounts from that as to any other part of the leased premises

5 If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties, unless lessee on or before said date shall subject to the further provisions hereof, pay or tender to lessor or to lessor's credit in the

First National Bank at Cortez, Colorado 81321

or its successors,

which shall continue as the depository regardless of changes in ownership of delay rental royalties, or other moneys the sum of \$ 547.51, which shall operate as delay rental and cover the privilege of deferring operations for one year from said date In like manner and upon like payments or tenders, operations may be further deferred for like periods of one year each during the primary term If at any time that lessee pays or tenders delay rental, royalties, or other moneys, two or more parties are, or claim to be, entitled to receive same, lessee may in lieu of any other method of payment herein provided pay or tender such rental, royalties, or other moneys in the manner herein specified either jointly to such parties or separately to each in accordance with their respective ownerships thereof as lessee may elect Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to lessor or to the depository bank or before the last date for payment Said delay rental shall be apportionable as to said land on an acreage basis and a failure to make proper payment or tender of delay rental as to any portion of said land or as to any interest therein shall not affect this lease as to any portion of said land or as to any interest therein as to which proper payment or tender is made Any payment or tender which is made in an attempt to make proper payment, but which is erroneous in whole or in part as to parties, amounts, or depository, shall nevertheless be sufficient to prevent termination of this lease and to extend the time within which operations may be conducted in the same manner as though a proper payment had been made, provided however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof from lessor If the depository bank should refuse to accept any rental tendered hereunder, the tender nevertheless shall be fully effective and lessee shall have no obligation to make any further tender or payment in connection therewith until after lessor shall have furnished lessee with an instrument satisfactory to lessee naming another bank as agent to receive such payment Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or release of this lease as to any part or all of said land or of any mineral or horizon thereunder and thereby be relieved of all obligations as to the released acreage or interest If this lease is so released as to all of said minerals and horizons under a portion of said land the delay rental 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

6 If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall there-
after terminate on its anniversary date next following the nineteenth (90th) day after such discontinuance unless on or before such anniversary date lessee
either (1) conducts operations or (2) commences or resumes the payment or tender of delay rental provided, however if such anniversary date is at the end
of the primary term, or if there is no further anniversary date of the primary term, this lease shall terminate at the end of such term or on the nineteenth
(90th) day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) lessee is conducting operations or (2) the
shut-in well provisions of paragraph 3 or the provisions of paragraph 11 are applicable. Whenever used in this lease the word "operations" shall mean opera-
tions for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an
endeavor to obtain production of oil, gas or other of said minerals, or the production of oil, gas or other of said minerals, whether or not in paying quantities.

7 Lessee shall have the use free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all opera-
tions hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove
casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages
caused by its operations to growing crops and timber on said land. Also, damages to surface of said land.

8 The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any of said minerals or horizons. All of
the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns and success-
ive assigns. No change or division in the ownership of said land, royalties, delay rental, or other moneys, or any part thereof, howsoever effected, shall in-
crease the obligations or diminish the rights of lessee including but not limited to the location and drilling of wells and the measurement of production.
Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership
of said land or of the royalties, delay rental or other moneys or the right to receive the same, howsoever effected, shall be binding upon the then record
owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs,
successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly
filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary
in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the
owner, lessee may, nevertheless pay or tender such royalties, delay rental, or other moneys, or part thereof, to the credit of the decedent in the depository
bank provided for above. In the event of assignment of this lease as to any part (whether divided or undivided) of said land, the delay rental payable here-
under shall be apportionable as between the several leasehold owners, ratably according to the surface area or undivided interests of each, and default in de-
lay rental payment by one shall not affect the right of other leasehold owners hereunder.

9 In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in
writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within
which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any
action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee.
Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or pre-
sumption that lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause it shall nevertheless remain in force and
effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable
governmental regulations (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square cen-
tered at the well, or in such shape as then existing spacing rules require, and (2) any part of said land included in a pooled unit on which there are operations.
Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10 Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests here-
under shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the
right at any time to pay or reduce same for lessor either before or after maturity and be subrogated to the rights of the holder thereof and to deduct
amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less
interest in said minerals, or any of them, in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein spec-
ified or not), or no interest therein, then the royalties, delay rental and other moneys accruing from any part as to which this lease covers less than such
full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease bears to the whole and undivided fee simple estate
therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be
binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11 If while this lease is in force at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well
provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not sub-
sequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the
primary term and the delay rental provisions hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the
removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12 Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws insofar as they
may in any way affect the purpose for which this lease is made.

IN WITNESS WHEREOF, this instrument is executed on the date first above written

Troy M. Oliver
Social Security or I D Number
Social Security or I D Number
Social Security or I D Number
Social Security or I D Number
Social Security or I D Number

W. Shorlene Oliver
Social Security or I D Number
Social Security or I D Number
Social Security or I D Number
Social Security or I D Number
Social Security or I D Number

STATE OF Colorado)
COUNTY OF Montezuma) SS

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Troy M. Oliver
and W. Shorlene Oliver, to me personally known, and known to me to be the same person, described in and who
executed the foregoing instrument, appeared before me this day in person and acknowledged to me that he executed and delivered the same as
their free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead
Given under my hand and official seal this 4th day of February, 1925

My Commission Expires 11/10/26

Notary Public in and for said County and State residing at
Carlsbad, N.M.

STATE OF _____)
COUNTY OF _____) SS

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that _____
and _____, to me personally known, and known to me to be the same person, described in and who
executed the foregoing instrument, appeared before me this day in person and acknowledged to me that _____ he _____ executed and delivered the same as
_____ free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead
Given under my hand and official seal this _____ day of _____, 19____

My Commission Expires

Notary Public in and for said County and State residing at

WHEN RECORDED RETURN TO

298649
This instrument was filed for record on the 7th day of
March 1925 at 2:12 o'clock P.M.,
and duly recorded in Book 453, Page 172 of the
records of this office
Jean De Guff County Clerk
County of Montezuma State of Colo Ed
4 mo Ph