

reasonable attorney's fees) of whatsoever nature or kind accruing to OWNER, its employees and/or tenants arising directly or indirectly from or in connection with the operations provided for herein to be conducted on the MATHIS TRACT by or for OPERATOR, whether caused by negligence or otherwise. Further, OWNER does hereby agree to protect, indemnify and save OPERATOR, its employees, agents and contractors free and harmless from any and all of the above.

4. OPERATOR shall notify OWNER, prior to the commencement of operations for each of the WELLS conducted by OPERATOR on the MATHIS TRACT, and shall keep owner generally advised as to the activities of OPERATOR thereon. Further, OPERATOR agrees to conduct all of its operations, including the plugging and abandonment of the WELLS and the restoration of the well sites and access roads therefor, on the MATHIS TRACT in full conformity and compliance with all federal and state laws and regulations applicable to such operations.

5. Notwithstanding anything contained hereinabove to the contrary, OPERATOR hereby agrees that upon the termination of its operations on the MATHIS TRACT, OPERATOR shall restore the surface thereof as nearly as practical to its condition prior to the entry of OPERATOR thereon; provided however, that OPERATOR shall leave any access roads, cattle guards and/or vehicle access gates constructed by OPERATOR in place if so requested in writing by OWNER.

6. Any and all notices or payments authorized or required by the terms of this Agreement shall be given in writing (in the case of notices) or tendered (in the case of payments), in person or via the United States Postal Service, the Federal Express Company or by Western Union Telegraph Company telegram, with postage or charges prepaid and addressed to the receiving party at its respective address set forth hereinabove. Either party hereto shall have the right to change its address for notice and/or payment purposes at any time, and from time to time, by giving written notice thereof to the other party; provided, however, that such change of address shall not be binding upon the other party until actually received by such party.

7. OWNER acknowledges and agrees that the payment to be made by OPERATOR hereunder, and the further obligations of OPERATOR as herein provided, are in full compliance of satisfaction of the requirements set forth in Rule 304 of the Rules and Regulations of the Department of Natural Resources, Oil and Gas Conservation Commission of the State of Colorado, pertaining to a Surface Damage Release by the Surface Owner, and to all applicable statutes pertaining thereto.

8. This Agreement shall inure to the benefit of and be binding upon OWNER and OPERATOR, and their respective heirs, personal representatives, successors and assigns. Provided further, OWNER shall make any and all sales, encumbrances, transfers, leases, rentals or other dispositions of the surface estate in and to the MATHIS TRACT expressly subject to this Agreement all to the effect that, by the acceptance of the instruments of acquisition, any party or parties acquiring any estate or interest of OWNER in and to the MATHIS TRACT shall be deemed to have ratified, confirmed, adopted and joined this Agreement, and shall be fully bound by the provisions hereof, regardless of any capacity or rights such party or parties may have held as to the MATHIS TRACT prior to such acquisition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

-OWNER-

Betty H. Mathis
Betty H. Mathis,
a married woman dealing in her sole and
separate property
SS# 524-32-1731

Lonnie W. Mathis
Lonnie W. Mathis,
joint tenant
SS# 538 26 4191

Betty H. Mathis
Betty H. Mathis,
joint tenant

-OPERATOR-

ATTEST:

Shelley R. Seaholm
Shelley R. Seaholm
Secretary

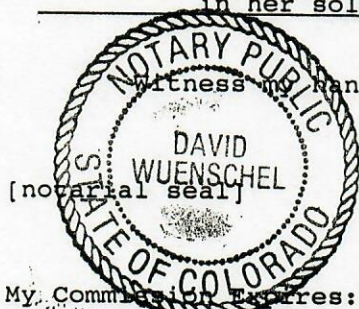
ABERDEEN PETROLEUM (USA) INC.

By: Dean A. Rogers
Dean A. Rogers
Vice President, Operations

STATE OF Colorado)
) SS.
COUNTY OF Adams)

COLORADO
INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this
10th day of APRIL, in the year 1991, by
BETTY H. MATHIS, a married woman dealing
in her sole and separate property.



[notarial seal]

My Commission Expires:

My Commission expires May 31, 1992

David Wuenschel
(signature)

DAVID WUENSCHEL
Notary Public (type or print name)

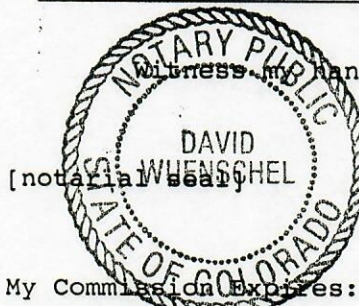
Residing At:

WORLD SAVINGS AND LOAN
1600 E. BRIDGE STREET
BRIGHTON, CO 80601

STATE OF Colorado)
) SS.
COUNTY OF Adams)

COLORADO
JOINT ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this
10th day of APRIL, in the year 1991, by
LONNIE W. MATHIS and BETTY H. MATHIS,
husband and wife, as joint tenants.



[notarial seal]

My Commission Expires:

My Commission expires May 31, 1992

David Wuenschel
(signature)

DAVID WUENSCHEL
Notary Public (type or print name)

Residing At:

WORLD SAVINGS AND LOAN
1600 E. BRIDGE STREET
BRIGHTON, CO 80601

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

COLORADO
CORPORATION ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this
8th day of April, in the year 1991, by
Dean A. Rogers and Shelley R. Seaholm
as Vice President, Operations and Secretary,
respectively, of ABERDEEN PETROLEUM (USA) INC.,
a Colorado corporation.

Witness my hand and official seal.

[notarial seal]

My Commission Expires:
8-31-94

William E. Vestal
(signature)

William E. Vestal
Notary Public (type or print name)

Residing At:
1760 Pecos Way
Denver, Colorado

AFFIDAVIT OF POSSESSION

STATE OF COLORADO)
) SS.
COUNTY OF ADAMS)

Before me, the undersigned authority, personally appeared LONNIE W. MATHIS and BETTY H. MATHIS, who being first duly sworn by me, stated on oath as follows:

That we are persons of lawful age and capacity and a residents of Adams County, Colorado.

That we are husband and wife.

That we own by joint tenancy the undivided surface estate in and to the following described lands situated in Adams County, Colorado:

The South One-Half of the North One-Half (S1/2N1/2) of Section 36, Township Three (3) North, Range Sixty (60) West of the Sixth Principal Meridan (6th P.M.), containing One Hundred and Sixty (160) acres, more or less.

That, we have been in open, adverse, exclusive, continuous and undisputed possession of said lands for more than 3 years last past.

That, we are paying taxes on, occupying and cultivating said land, and that there are no tenants residing thereon.

Further Affiants saith not.

Lonnie W. Mathis
Lonnie W. Mathis

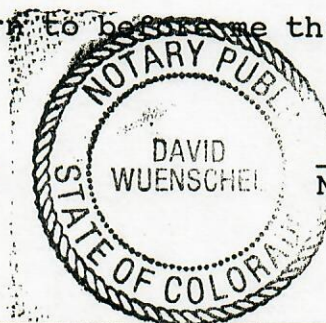
Betty H. Mathis
Betty H. Mathis

Subscribed and sworn to before me this 10TH day of APRIL, 1991.

My Commission Expires:

My Commission expires May 31, 1992

[notarial seal]



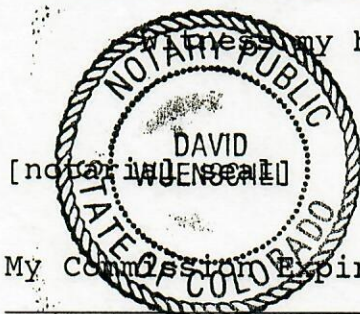
David W. Wuenschel
Notary Public

STATE OF Colorado)
) SS.
COUNTY OF Adams)

COLORADO
JOINT ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 10TH day of APRIL, in the year 1991, by LONNIE W. MATHIS and BETTY H. MATHIS, husband and wife, as joint tenants.

I witness my hand and official seal.



My Commission Expires:

My Commission expires May 31, 1992

David W. Wuenschel
(signature)

DAVID WUENSCHEL
Notary Public (type or print name)
Residing At:

WORLD SAVINGS AND LOAN
1600 E. BRIDGE STREET
BRIGHTON, CO 80601