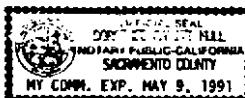


STATE OF CALIFORNIA



County of Sacramento
On this 6th day of May, in the year
1988, before me, Dorothy Cavitt Muell,
a Notary Public, State of California, duly commissioned and sworn, personally appeared
Thomas S. Van Horne, personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person whose name is subscribed to this
instrument as the attorney in fact of Daniel H. Russell and
Roberta A. Russell,
and acknowledged that he subscribed the name(s) of Daniel H. Russell
and Roberta A. Russell,
thereto as principal, and he is his own name as attorney in fact.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the California, County of Sacramento, on the date
set forth above in this certificate.

This document is only a copy of the original, every provision for safe-keeping and delivery
and all other rights, as it extended to, or is otherwise for the safety of an
original. This process does not make any warranty, either express or implied, as to the
legal validity of any provision or the authenticity of these terms or any specific instrument.
Cowdery's Form No. 24 — Acknowledgment to Notary
Public-Attorney-in-Fact — (C.C. Sec. 1181, 1193) — (Rev. 1/85)

My commission expires May 9, 1991

Dorothy Cavitt Muell
Notary Public, State of California

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE) AS.

The foregoing instrument was acknowledged before me this 16th day of May,
1988, by PAT KEATING, as Attorney-in-Fact for GARY-WILLIAMS OIL PRODUCERS,
INC., a Delaware Corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My Commission Expires:
Sept. 23, 1990

Mary Kay White
Mary Kay White, Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF)
COUNTY OF) AS.

On this day of 19, before me personally appeared
known to me to be the
of
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

My commission expires:

Notary Public

Residing at

RECORDING DATA

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GARY-WILLIAMS OIL PRODUCER
115 Inverness Drive East
Englewood, Colorado 80112
ATTN: Mary White

ADDENDUM

Attached to and made a part of that certain oil and gas lease dated May 6, 1988, by and between DANIEL H. RUSSELL and ROBERTA A. RUSSELL, husband and wife, LESSORS, and GARY-WILLIAMS OIL PRODUCER, INC., LESSEE.

1. This lease is expressly limited to oil, gas, and hydrocarbon substances.

2. LESSEE agrees to conduct their operations upon the leased premises in such a manner as to cause the least possible damage to property and livestock with particular care to damage resulting from fire. LESSEE shall restore any damages land or property occurring from its operation as nearly as is reasonably possible, or at the option of LESSORS, shall compensate LESSORS by payment of damages.

3. LESSEE agrees to indemnify and hold harmless Lessors, including payment of attorney's fees, from and against any and all claims, suits, damages, costs, losses, liability and expenses arising or growing out of injuries to or death of persons or loss of or damage to property or loss or pollution of water or water zones in any manner directly or indirectly resulting from or caused by operations of LESSEE under this lease.

4. LESSEE shall promptly repair all damage to fences, gates and cattle guards on the leased premises and in the grazing areas utilized by the LESSORS arising out of use of the leased premises under this lease or the actions or activities of LESSEE on the leased premises.

5. LESSEE understands that water rights are of paramount interest to the LESSORS. Accordingly, LESSEE agrees that it shall not attempt to use, apply for or appropriate any waters or water rights which would conflict with the Lessor's water rights or in any way diminish their present water rights or reduce any ground water that may not or hereafter be available to them for development and appropriation for domestic, irrigation or stockwater use. LESSEE agrees to conduct its operations sufficiently distant from spring and wellheads so as to assure that the aquifers thereto will not be damaged. LESSEE agrees that it shall not in any way pollute any ground or surface waters usable or being used by the LESSORS or any other persons using the same water sources. LESSEE further agrees that no oil, gas, minerals, brine, fluid or surplus water be reinjected into a fresh water zone and, if reinjected, it shall be reinjected into the zone from which it came following which LESSEE shall cement off or otherwise seal off the zones to prevent their entry into ground or surface water sources which are usable for domestic, agricultural or stockwatering purposes. LESSEE agrees that it shall not, without prior approval of the LESSORS, interfere with or damage the Lessor's ditches, wells, or irrigation systems and irrigation methods.

Dated: May 16th, 1988 Dated: 5/6/88, 1988
GARY-WILLIAMS OIL PRODUCER, INC. DANIEL H. RUSSELL
LESSEE ROBERTA A. RUSSELL

By Pat Keating DANIEL H. RUSSELL
Title: Patricia Keating Attala Co., MS Pat Keating
Pat Keating, Attorney Attala Co., MS Pat Keating
TVH19/Addendum Pat Keating Pat Keating
Pat Keating Pat Keating

RECORDED AT THE REQUEST OF
Serry Williams, C. I. Producer
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88 MAY 31 A1240

6-17-1980
EL PASO COUNTY, TEXAS
M.R. REED & ASSOCIATES
FILE NO - 118731
FEE S. \$1.00

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