



XTO Energy Inc.
810 Houston Street
Fort Worth, TX 76102-6298
(817) 870-2800
(817) 870-1671 Fax

RECEIVED

September 8, 2016

SEP 12 2016

Ms. Cynthia Marquez
Bureau of Land Management
6251 College Blvd., Suite A
Farmington, NM 87402

Farmington Field Office
Bureau of Land Management

VIA FEDERAL EXPRESS

Re: F-RPC 21 #3 – Fruitland Coal
W/2 Section 21-29N-13W
San Juan County, New Mexico

Enclosed please find (3) copies of the executed communitization agreement covering the captioned well for the Fruitland Coal formation. This agreement was originally submitted to the BLM on October 28, 2002 for a “Streamlined” method approval with original signatures of all parties except those for Burlington Resources Oil & Gas LP and Paramount Petro Corp. On April 15, 2003 Burlington’s original signatures were submitted for inclusion in the agreement. Paramount Petroleum Corp is a long time defunct company whose signature cannot be obtained. **This letter certifies that the enclosed copies are true copies of the signatures of the parties to this agreement.**

We look forward to your approval of said agreement and should you have any questions please feel free to contact me at (817) 885-3053.

Very Truly Yours,

Debra Churchill, RPL, CPLTA
Land Advisor

Acknowledgement

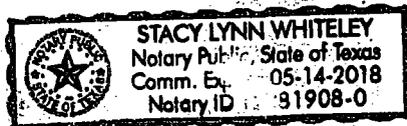
State of Texas §
§
County of Tarrant §

The foregoing instrument was acknowledged before me this 8th day of September, 2016 by Debra Churchill, Land Advisor of XTO Energy Inc., a Delaware Corporation, on behalf of said corporation.

My Commission Expires:

May 14, 2018

Notary Public



RICHARDSON OPERATING COMPANY
501 AIRPORT DRIVE, SUITE 119
FARMINGTON, NM 87401

Phone (505) 564-8115

FAX (505) 564-8334

April 15, 2003

Ms. Geneva McDougall
Bureau of Land Management
1235 LaPlata Hwy
Farmington, NM 87401

Re: Communitization Agreement
Richardson Operating Company
F-RPC 21-3
W/2 Sec. 21, T29N-R13W NMPM
San Juan County, New Mexico

Dear Ms. McDougall:

Enclosed please find executed signatory pages by Burlington Resources Oil & Gas LP, for the subject CA.

Should you have any questions I can be reached at (505) 564-8115.

Yours truly,


Anne Jones



39860 001

**RICHARDSON OPERATING COMPANY
501 AIRPORT DRIVE, SUITE 119
FARMINGTON, NM 87401**

Phone (505) 564-8115

FAX (505) 564-8334

October 28, 2002

Ms. Geneva McDougall
Bureau of Land Management
1235 LaPlata Hwy
Farmington, NM 87401

Re: Communitization Agreement
Richardson Operating Company
F-RPC 21-3
W/2 Sec. 21 T29N-R13W, NMPM
San Juan County, New Mexico

Dear Ms. McDougall:

Enclosed please find two (2) original and two (2) copies of the subject Communitization Agreement submitted for approval by your office using the "Streamlined" method. When signature pages are received from Burlington Resources Oil & Gas LP, and Paramount Petro Corp. they will be forwarded to your attention.

Should you have any questions I can be reached at (505) 564-8115. Thank you for your prompt attention to this matter.

Yours truly,

Anne Jones

Contract No. NMNM-136273

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto".

WITNESSETH:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 29 North, Range 13 West, N.M.P.M.
Section 21: W/2
San Juan County, New Mexico

Containing 320.00 acres, and this agreement shall include only the Fruitland Coal Formation underlying said lands and the natural gas and associated liquid hydrocarbons, hereafter referred to as "communitized substances," producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes, are Exhibit A and B, designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and two executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal, State or Fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any non-communitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any non-communitized lease production.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or

production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. The date of this agreement is (10/1/2002) and it shall be come effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, SHALL HAVE THE RIGHT OF SUPERVISION OVER ALL Fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed have executed this agreement as if the day and year first above written and have set opposite their respective names the date of execution.

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

**Richardson Operating Company
Operator**

Date

By: _____
David B. Richardson, President

Richardson Production Company

Date

By: _____
David B. Richardson, President

**Paramount Petro Corp.
Lessee of Record**

Date

By: _____
Title _____
Name _____

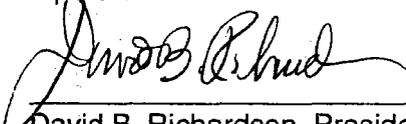
13. This agreement shall be binding upon the parties hereto and shall extent to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Nondiscrimination. In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed have executed this agreement as if the day and year first above written and have set opposite their respective names the date of execution.

**WORKING INTEREST OWNERS
AND/OR LESSEES OF RECORD**

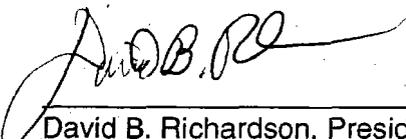
Richardson Operating Company
Operator

10-14-02
Date

By: 
David B. Richardson, President

Richardson Production Company

10-14-02
Date

By: 
David B. Richardson, President

Burlington Resources Oil & Gas LP

Date

By: _____
John F. Zent, Attorney-in-Fact
KENNETH BRADLEY KENDRICK

Date

Kenneth Bradley Kendrick
CANDICE LYN KENDRICK

Date

Candice Lyn Kendrick

ACKNOWLEDGEMENT

STATE OF COLORADO §
 §
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 14th day of October 2002 by David B. Richardson, President of Richardson Operating Company on behalf of said entity.

10-31-02
My Commission Expires

Dawn Marie Huffer
Notary Public

STATE OF COLORADO §
 §
COUNTY OF DENVER §

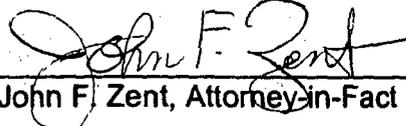
The foregoing instrument was acknowledged before me this 14th day of October 2002 by David B. Richardson, President of Richardson Production Company on behalf of said entity.

10-31-02
My Commission Expires

Dawn Marie Huffer
Notary Public

Burlington Resources Oil & Gas COMPANY LP
BY BROG GP INC., ITS SOLE GENERAL PARTNER

10-28-02
Date

By: 
John F. Zent, Attorney-in-Fact

KENNETH BRADLEY KENDRICK

Date

Kenneth Bradley Kendrick

CANDICE LYN KENDRICK

Date

Candice Lyn Kendrick

ACKNOWLEDGEMENT

STATE OF COLORADO
COUNTY OF DENVER

§
§
§

The foregoing instrument was acknowledged before me this _____ day of October 2002 by David B. Richardson, President of Richardson Operating Company on behalf of said entity.

My Commission Expires

Notary Public

STATE OF COLORADO
COUNTY OF DENVER

§
§
§

The foregoing instrument was acknowledged before me this _____ day of October 2002 by David B. Richardson, President of Richardson Production Company on behalf of said entity.

My Commission Expires

Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN JUAN)

The foregoing instrument was acknowledged before me this 28th day of October 2002, by John F. Zent as Attorney-In-Fact of BROG GP Inc., a Delaware corporation acting on behalf of Burlington Resources Oil & Gas Company LP, a Delaware limited partnership, as its sole General Partner.

Laura Larson
Notary Public

My Commission Expires:

January 8, 2003

(SEAL)



Burlington Resources Oil & Gas LP

Date

10/15/02

Date

By:

John F. Zent, Attorney-in-Fact

KENNETH BRADLEY KENDRICK

Kenneth Bradley Kendrick
Kenneth Bradley Kendrick

CANDICE LYN KENDRICK

10/15/02

Date

Candace Lynn Kendrick
Candice Lyn Kendrick
CANDACE LYN

ACKNOWLEDGEMENT

STATE OF COLORADO

§
§
§

COUNTY OF DENVER

The foregoing instrument was acknowledged before me this _____ day of October 2002 by David B. Richardson, President of Richardson Operating Company on behalf of said entity.

My Commission Expires

Notary Public

STATE OF COLORADO

§
§
§

COUNTY OF DENVER

The foregoing instrument was acknowledged before me this _____ day of October 2002 by David B. Richardson, President of Richardson Production Company on behalf of said entity.

My Commission Expires

Notary Public

STATE OF NEW MEXICO §
 §
COUNTY OF SAN JUAN §

The foregoing instrument was acknowledged before me this _____ day of October 2002 by John F. Zent, Attorney-in-Fact for Burlington Resources Oil & Gas LP on behalf of said entity.

My Commission Expires

Notary Public

STATE OF NEW MEXICO §
 §
COUNTY OF SAN JUAN §

The foregoing instrument was acknowledged before me this 15th day of October 2002 by Kenneth Bradley Kendrick and Candice Lin Kendrick, husband and wife.

Candace Lynn

11-19-04
My Commission Expires

Mary Jane Gaud

Notary Public

EXHIBIT "A"

Plat of communitized area covering:
W/2 Section 21, T29N, R13W, N.M.P.M.
San Juan County, New Mexico

RPC 21-3 Well
Fruitland Coal Formation

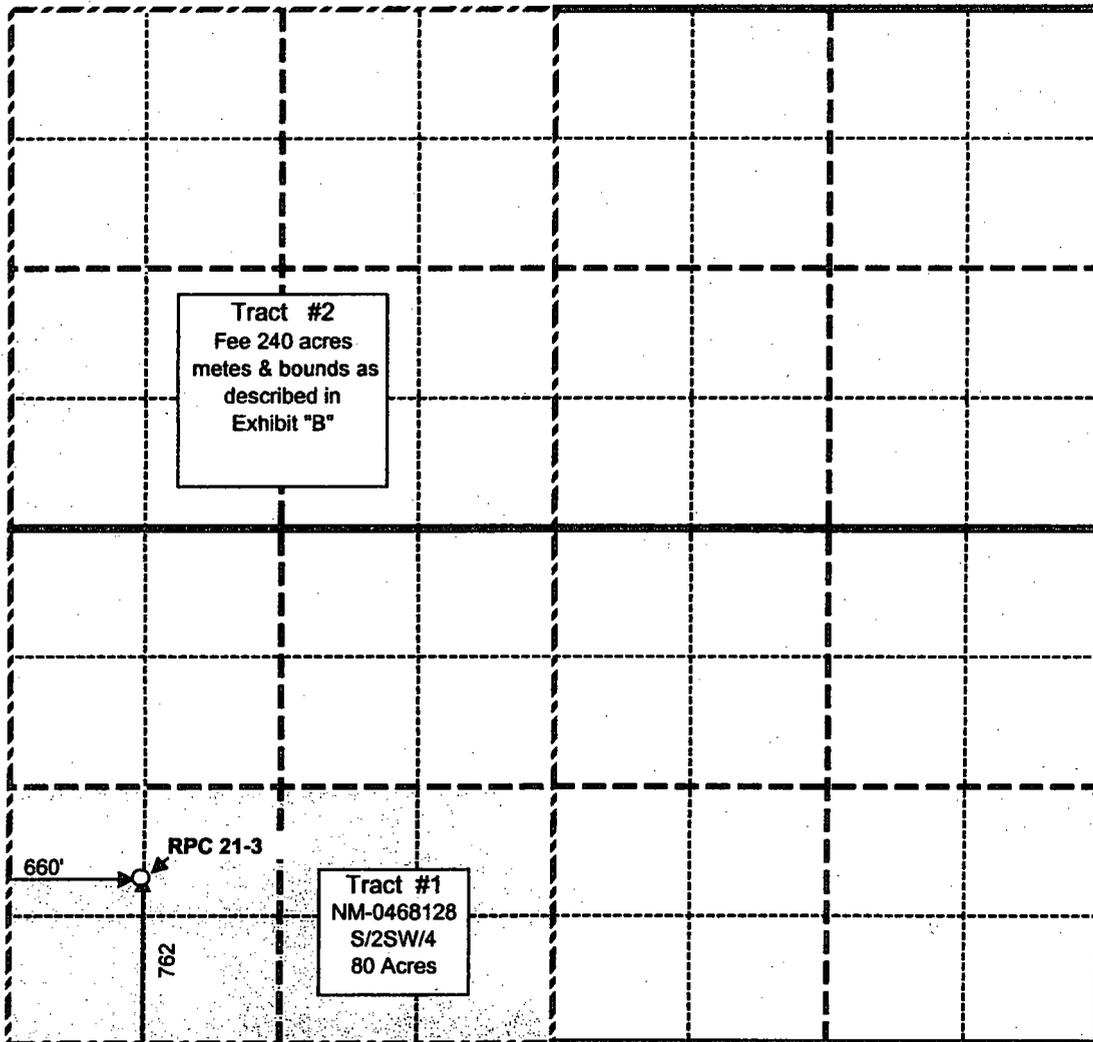


EXHIBIT "B"

To Communitization Agreement Dated October 1, 2002 embracing the following described land in San Juan County, New Mexico, to wit:

F-RPC 21-3
Township 29 North, Range 13 West, NMPM
Section 21: W/2
San Juan County, New Mexico

Operator of Communitized Area: **Richardson Operating Company**

DESCRIPTION OF LEASES and LANDS COMMITTED

Tract No. 1

Lease Serial Number:	NM-0468128
Lease Date:	October 1, 1949
Lease Term:	Five (5) years, and as long as prod. Etc.
Lessor:	United States of America
Present Lessee of Record:	Paramount Petro Corp.
Description of Land Committed:	<u>Township 29 North, Range 13 West</u> <u>N.M.P.M.</u> Section 21: S/2SW/4,
Number of Acres:	80.00 acres, more or less
Royalty Rate:	12.5%
Name and Percent ORRI Owners:	Burlington Resources Oil & Gas LP 2.5% Patrick S. & Karen Hagood 5.0%
Working Interest Owner	Richardson Operating Company 100.00%

Tract No. 2

Portion #1 Tract #2

S/2NW/4, N/2SW/4 lying South of the Mid-channel of the Animas River including the following Leases and Force Pooled Mineral Owners Containing approximately 131.00 acres, more or less.

Lease Serial Number:	Fee
Lease Date:	June 30, 2001
Lease Term:	PU Lease 5/yr term
Recordation:	Book 1326, Page 882
Lessor:	Vernon R. Kalvestrand and Patricia B. Kalvestrand Family 1997 Trust
Present Lessee of Record:	Richardson Production Company
Description of Land Committed:	<u>Township 29 North, Range 13 West N.M.P.M.</u> Section 21: S/2NW/4, NW/SW/4, lying south of Animas River
Number of Acres:	131.00 acres, more or less
Pooling Clause:	Lease contains a provision authorizing

pooling in accordance with the acreage requirement of the agreement.
 Royalty Rate: 12.5%
 Interest in Tract 50.00%
 Name and Percent ORRI Owners: NONE

Lease Serial Number: Fee
 Lease Date: March 30, 2002
 Lease Term: PU Lease 5/yr term
 Recordation: Book 1343, Page 588
 Lessor: Rolling Water LLC
 Present Lessee of Record: Richardson Production Company
 Description of Land Committed: Township 29 North, Range 13 West N.M.P.M.
Section 21: S/2NW/4, NW/SW/4, lying south of Animas River
 Number of Acres: 131.00 acres, more or less
 Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.

Royalty Rate: 12.5%
 Interest in Tract 12.5%
 Name and Percent ORRI Owners: NONE

Lease Serial Number: Fee
 Lease Date: November 30, 2001
 Lease Term: PU Lease 5/yr term
 Recordation: Book 1335, Page 698
 Lessor: Ronald C. Elkins and Lida Sue Elkins, h/w
 Present Lessee of Record: Richardson Production Company
 Description of Land Committed: Township 29 North, Range 13 West N.M.P.M.
Section 21: S/2NW/4, NW/SW/4, lying south of Animas River
 Number of Acres: 131.00 acres, more or less
 Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.

Royalty Rate: 12.5%
 Interest in Tract 18.75%
 Name and Percent ORRI Owners: NONE

Name and Percent Working Interest Owners Richardson Production Company 81.25%

The following mineral interest owners in Portion #1 of Tract #2
 Force Pooled under Order No. R-11814

<u>NAME</u>	<u>% INTEREST IN PORTION</u>	<u>Royalty Rate</u>
Forrest Elkins	4.6875%	12.5%
Frederick Elkins	4.6875%	12.5%
Ronald Elkins	4.6875%	12.5%
Richard Elkins	4.6875%	12.5%

Portion #2 Tract #2

S/2NW/4 lying North of the Animas River including the following Lease and Force Pooled Mineral Owners
Containing approximately 41.17 acres, more or less.

Lease Serial Number: Fee
Lease Date: July 30, 2001
Lease Term: PU Lease 5/yr term
Recordation: Book 1330, Page 875
Lessor: Keystone Investments LLC
Present Lessee of Record: Richardson Production Company
Description of Land Committed: Township 29 North, Range 13 West
N.M.P.M.
Section 21: S/2NW/4 lying on the North side of the Animas River
Number of Acres: 41.17 acres, more or less
Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.
Royalty Rate: 12.5%
Interest in Tract 50.00%
Name and Percent ORRI Owners: NONE

Working Interest Owners In Portion #2 Tract #2

Name & Percent of Working Interest Owners	Richardson Production Company	50.00%
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The following mineral interest owners in Portion #2 of Tract #2
Force Pooled under Order No. R-11814

<u>NAME</u>	<u>% INTEREST IN PORTION</u>	<u>Royalty Rate</u>
Wm. H. McNutt	25.00%	12.5%
Betty L. Musgrove	25.00%	12.5%

Portion #3 Tract #2

Lease Serial Number: Fee
Lease Date: July 30, 2001
Lease Term: PU Lease 5/yr term
Recordation: Book 1330, Page 875
Lessor: Keystone Investments LLC
Present Lessee of Record: Richardson Production Company
Description of Land Committed: Township 29 North, Range 13 West
N.M.P.M.
Section 21: Beginning at the Northwest corner of said NE/4NW/4 of said Section 21:
THENCE East 825.00 feet;
THENCE South 408.00 feet;
THENCE South 18 degrees 10' West 212.00 feet;

THENCE South 4 degrees 30' East 183.13 feet, more or less to the South line of the North 792 feet of the West 825.00 feet of said NE/4NW/4;
 THENCE West 773.26 feet;
 THENCE North 792.00 feet to the point of beginning. LESS AND EXCEPT that portion deeded to the State Highway Department of New Mexico.

Number of Acres: 12.0817 acres, more or less
 Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.

Royalty Rate: 12.5%
 Interest in Tract 100.00%
 Name and Percent ORRI NONE
 Owners:
 Name & Percent of Working Interest Owners Richardson Production Company 100.00%

Portion #4 Tract #2

Lease Serial Number: Fee
 Lease Date: June 30, 2001
 Lease Term: PU Lease 5/yr term
 Recordation: Book 1326, Page 884
 Lessor: Johnny Welch
 Present Lessee of Record: Richardson Production Company
 Description of Land Committed: Township 29 North, Range 13 West N.M.P.M.
 Section 21: Beginning at a point which is 495 feet West and 171 feet South of the NE corner of the NE/4NW/4 of said Section 21:
 THENCE East 272 feet;
 THENCE South 25° West 130 feet;
 THENCE South 43° West 230 feet;
 THENCE West 60 feet, more or less to a point due South of the point of beginning;
 THENCE North to the point of beginning.
 Less and Except that portion deeded to the State Highway Department of New Mexico.

Number of Acres: 1.18 acres, more or less
 Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.

Royalty Rate: 12.5%
 Interest in Tract 100.00%
 Name and Percent ORRI NONE
 Owners:
 Name & Percent of Working Interest Owners Richardson Production Company 100.00%

Portion #5 Tract #2

Portion of NW/4NW/4 including the following Lease and
Force Pooled Mineral Owners
Containing approximately 32.97 acres, more or less.

Lease Serial Number:	Fee
Lease Date:	June 30, 2001
Lease Term:	PU Lease 5/yr term
Recordation:	Book 1326, Page 883
Lessor:	George E. Smith and Masako Smith h/w as joint tenants
Present Lessee of Record:	Richardson Production Company
Description of Land Committed:	<u>Township 29 North, Range 13 West N.M.P.M.</u> Section 21: NW/4NW/4, Less and except a tract of land situated in said Section 21, described as follows; Beginning at a point 290 feet East and 970 feet South of the Northwest corner of said Section 21: THENCE East 500 feet; THENCE South 300 feet; THENCE West 500 feet; THENCE North 300 feet to the point of beginning; Also beginning at a point 839.0 feet South and 451.7 feet West of the Northwest corner of the NW/4NW/4 of said Section 21; THENCE South 323.5 feet; THENCE South 36° 26' West 135.5 feet; THENCE North 70° 20' West 132.3 feet, South 78° 01' West 93.1 feet; THENCE North 73° 20' West 135.00 feet; THENCE South 81° 50' West 96.5 feet; THENCE North 64° 9' West 174.4 feet; THENCE North 40° 41' West 159 feet; THENCE North 26° 11' West 206.8 feet; THENCE East 873.4 feet to the point of beginning.
Number of Acres:	32.97 acres, more or less
Pooling Clause:	Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.
Royalty Rate:	12.5%
Interest in Tract	25.00%
Name and Percent ORRI Owners:	NONE

Lease Serial Number:	Fee
Lease Date:	June 30, 2001
Lease Term:	PU Lease 5/yr term
Recordation:	Book 1326, Page 885
Lessor:	Theodora Louise Stickney

<p>Present Lessee of Record: Description of Land Committed:</p>	<p>Richardson Production Company <u>Township 29 North, Range 13 West</u> <u>N.M.P.M.</u> Section 21: NW/4NW/4, Less and except a tract of land situated in said Section 21, described as follows; Beginning at a point 290 feet East and 970 feet South of the Northwest corner of said Section 21: THENCE East 500 feet; THENCE South 300 feet; THENCE West 500 feet; THENCE North 300 feet to the point of beginning; Also beginning at a point 839.0 feet South and 451.7 feet West of the Northwest corner of the NW/4NW/4 of said Section 21; THENCE South 323.5 feet; THENCE South 36° 26' West 135.5 feet; THENCE North 70° 20' West 132.3 feet, South 78° 01' West 93.1 feet; THENCE North 73° 20' West 135.00 feet; THENCE South 81° 50' West 96.5 feet; THENCE North 64° 9' West 174.4 feet; THENCE North 40° 41' West 159 feet; THENCE North 26° 11' West 206.8 feet; THENCE East 873.4 feet to the point of beginning.</p>
<p>Number of Acres: Pooling Clause:</p>	<p>32.97 acres, more or less Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.</p>
<p>Royalty Rate: Interest in Tract Name and Percent ORRI Owners:</p>	<p>12.5% 25.00% NONE</p>
<p>Lease Serial Number: Lease Date: Lease Term: Recordation: Lessor:</p>	<p>Fee July 13, 1999 PU Lease 5/yr term Book 1288, Page 419 Winifred Amsden, Trustee of the Winifred Amsden Revocable Trust dated July 2, 1991</p>
<p>Present Lessee of Record: Description of Land Committed:</p>	<p>Richardson Production Company <u>Township 29 North, Range 13 West N.M.P.M.</u> Section 21: NW/4NW/4, Less and except a tract of land situated in said Section 21, described as follows; Beginning at a point 290 feet East and 970 feet South of the Northwest corner of said Section 21: THENCE East 500 feet; THENCE South 300 feet; THENCE West 500 feet;</p>

THENCE North 300 feet to the point of beginning;
Also beginning at a point 839.0 feet South and 451.7 feet West of the Northwest corner of the NW/4NW/4 of said Section 21;
THENCE South 323.5 feet;
THENCE South 36° 26' West 135.5 feet;
THENCE North 70° 20' West 132.3 feet, South 78° 01' West 93.1 feet;
THENCE North 73° 20' West 135.00 feet;
THENCE South 81° 50' West 96.5 feet;
THENCE North 64° 9' West 174.4 feet;
THENCE North 40° 41' West 159 feet;
THENCE North 26° 11' West 206.8 feet;
THENCE East 873.4 feet to the point of beginning.

Number of Acres: 32.97 acres, more or less
Pooling Clause: Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.
Royalty Rate: 12.5%
Interest in Tract: 12.5%
Name and Percent ORRI Owners: NONE

Lease Serial Number: Fee
Lease Date: July 13, 1999
Lease Term: PU Lease 5/yr term
Recordation: Book 1288, Page 418
Lessor: Dr. Charles W. Amsden
Present Lessee of Record: Richardson Production Company
Description of Land Committed: Township 29 North, Range 13 West N.M.P.M.
Section 21: NW/4NW/4, Less and except a tract of land situated in said Section 21, described as follows;
Beginning at a point 290 feet East and 970 feet South of the Northwest corner of said Section 21:
THENCE East 500 feet;
THENCE South 300 feet;
THENCE West 500 feet;
THENCE North 300 feet to the point of beginning;
Also beginning at a point 839.0 feet South and 451.7 feet West of the Northwest corner of the NW/4NW/4 of said Section 21;
THENCE South 323.5 feet;
THENCE South 36° 26' West 135.5 feet;
THENCE North 70° 20' West 132.3 feet, South 78° 01' West 93.1 feet;
THENCE North 73° 20' West 135.00 feet;
THENCE South 81° 50' West 96.5 feet;
THENCE North 64° 9' West 174.4 feet;
THENCE North 40° 41' West 159 feet;

THENCE North 26° 11' West 206.8 feet;
THENCE East 873.4 feet to the point of
beginning.
Number of Acres: 32.97 acres, more or less
Pooling Clause: Lease contains a provision authorizing
pooling in accordance with the acreage
requirement of the agreement.
Royalty Rate: 12.5%
Interest in Tract 6.25%
Name and Percent ORRI Owners: NONE

Lease Serial Number: Fee
Lease Date: September 15, 2000
Lease Term: PU Lease 5/yr term
Recordation: Book 1315, Page 902
Lessor: Larry Amsden
Present Lessee of Record: Richardson Production Company
Description of Land Committed: Township 29 North, Range 13 West N.M.P.M.
Section 21: NW/4NW/4; Less and except a
tract of land situated in said Section 21,
described as follows;
Beginning at a point 290 feet East and 970
feet South of the Northwest corner of said
Section 21:
THENCE East 500 feet;
THENCE South 300 feet;
THENCE West 500 feet;
THENCE North 300 feet to the point of
beginning;
Also beginning at a point 839.0 feet South
and 451.7 feet West of the Northwest corner
of the NW/4NW/4 of said Section 21;
THENCE South 323.5 feet;
THENCE South 36° 26' West 135.5 feet;
THENCE North 70° 20' West 132.3 feet,
South 78° 01' West 93.1 feet;
THENCE North 73° 20' West 135.00 feet;
THENCE South 81° 50' West 96.5 feet;
THENCE North 64° 9' West 174.4 feet;
THENCE North 40° 41' West 159 feet;
THENCE North 26° 11' West 206.8 feet;
THENCE East 873.4 feet to the point of
beginning.

Number of Acres: 32.97 acres, more or less
Pooling Clause: Lease contains a provision authorizing
pooling in accordance with the acreage
requirement of the agreement.
Royalty Rate: 12.5%
Interest in Tract 6.25%
Name and Percent ORRI Owners: NONE

Name & Percent of Working Interest Owners Richardson Production Company 75.00%

The following mineral interest owners in Portion #5 of Tract #2
Force Pooled under Order No. R-11814

<u>NAME</u>	<u>% INTEREST IN PORTION</u>	<u>Royalty Rate</u>
First National Bank of Iowa City	12.50%	12.5%
Dr. William A. Hall	12.50%	12.5%

Portion #6 Tract #2

Portion of NW/4NW/4 including the following Leases and
Force Pooled Mineral Owners
Containing approximately 7.03 acres, more or less.

Lease Serial Number:	Fee
Lease Date:	July 13, 1999
Lease Term:	PU Lease 5/yr term
Recordation:	Book 1288; Page 419
Lessor:	Winifred Amsden, trustee of the Winifred Amsden Revocable Trust dated July 2, 1991
Present Lessee of Record:	Richardson Production Company
Description of Land Committed:	<u>Township 29 North, Range 13 West N.M.P.M.</u> Section 21: BEGINNING at a point 390 feet East and 970 feet South of the NW Corner of said Section 21: THENCE East 500 feet; THENCE South 300 feet; THENCE West 500 feet; THENCE North 300 feet to the point of beginning; ALSO BEGINNING at a point 839.00 feet South and 451.7 feet West of the NW corner of the NW/4NW/4 of said Section 21; THENCE South 323.5 feet; THENCE South 36° 26' West 135.5 feet; THENCE North 70° 20' West 132.3 feet, South 78° 01' West 93.1 feet; THENCE North 73° 20' West 135.00 feet; THENCE South 81° 50' West 96.5 feet; THENCE North 64° 9' West 174.4 feet; THENCE North 40° 41' West 159 feet; THENCE North 26° 11' West 206.8 feet; THENCE East 873.4 feet to the point of beginning.
Number of Acres:	7.03 acres, more or less
Pooling Clause:	Lease contains a provision authorizing pooling in accordance with the acreage requirement of the agreement.
Royalty Rate:	12.5%
Interest in Tract	12.5%
Name and Percent ORRI Owners:	NONE

Lease Serial Number: Fee
Lease Date: July 13, 1999
Lease Term: PU Lease 5/yr term
Recordation: Book 1288, Page 418
Lessor: Dr. Charles W. Amsden
Present Lessee of Record: Richardson Production Company
Description of Land Committed: Township 29 North, Range 13 West N.M.P.M.
Section 21: BEGINNING at a point 390 feet
East and 970 feet South of the NW Corner of
said Section 21:
THENCE East 500 feet;
THENCE South 300 feet;
THENCE West 500 feet;
THENCE North 300 feet to the point of
beginning;
ALSO
BEGINNING at a point 839.00 feet South and
451.7 feet West of the NW corner of the
NW/4NW/4 of said Section 21;
THENCE South 323.5 feet;
THENCE South 36° 26' West 135.5 feet;
THENCE North 70° 20' West 132.3 feet,
South 78° 01' West 93.1 feet;
THENCE North 73° 20' West 135.00 feet;
THENCE South 81° 50' West 96.5 feet;
THENCE North 64° 9' West 174.4 feet;
THENCE North 40° 41' West 159 feet;
THENCE North 26° 11' West 206.8 feet;
THENCE East 873.4 feet to the point of
beginning.
Number of Acres: 7.03 acres, more or less
Pooling Clause: Lease contains a provision authorizing
pooling in accordance with the acreage
requirement of the agreement.
Royalty Rate: 12.5%
Interest in Tract: 6.25%
Name and Percent ORRI Owners: NONE

Lease Serial Number: Fee
Lease Date: September 15, 1999
Lease Term: PU Lease 5/yr term
Recordation: Book 1315, Page 902
Lessor: Larry Amsden
Present Lessee of Record: Richardson Production Company
Description of Land Committed: Township 29 North, Range 13 West N.M.P.M.
Section 21: BEGINNING at a point 390 feet
East and 970 feet South of the NW Corner of
said Section 21:
THENCE East 500 feet;
THENCE South 300 feet;
THENCE West 500 feet;
THENCE North 300 feet to the point of
beginning;

ALSO
 BEGINNING at a point 839.00 feet South and
 451.7 feet West of the NW corner of the
 NW/4NW/4 of said Section 21;
 THENCE South 323.5 feet;
 THENCE South 36° 26' West 135.5 feet;
 THENCE North 70° 20' West 132.3 feet,
 South 78 ° 01' West 93.1 feet;
 THENCE North 73° 20' West 135.00 feet;
 THENCE South 81° 50' West 96.5 feet;
 THENCE North 64° 9' West 174.4 feet;
 THENCE North 40° 41' West 159 feet;
 THENCE North 26° 11' West 206.8 feet;
 THENCE East 873.4 feet to the point of
 beginning.

Number of Acres: 7.03 acres, more or less
 Pooling Clause: Lease contains a provision authorizing
 pooling in accordance with the acreage
 requirement of the agreement.
 Royalty Rate: 12.5%
 Interest in Tract 6.25%
 Name and Percent ORRI Owners: NONE

Name & Percent of Working Interest Owners Richardson Production Company 25.00%

The following mineral interest owners in Portion #6 of Tract #2
 Force Pooled under Order No. R-11814

<u>NAME</u>	<u>% INTEREST IN PORTION</u>	<u>Royalty Rate</u>
First National Bank of Iowa City	12.50%	12.5%
Dr. William A. Hall	12.50%	12.5%
City of Farmington	50.00%	12.5%

Portion #7 Tract #2

Portion of N/2NE/4NW/4

Force Pooled Mineral Owners

Containing approximately 3.7394 acres, more or less.

A certain tract of land in the N//2NE/4NW/4 of said Section 21, and being more particularly described by New Mexico State Plane Grid Bearings (West Zone) and ground distances as follows:

Beginning at the NE corner of the tract herein described being a point on the north right of way line of Project No ST-F-033-2 (216) from whence the quarter corner common to Sections 21 and 16, T29N, R13W, NMPM bears South 89° 15' 27" East a distance of 494.55 feet;

THENCE South 00 degrees 12' 02" West, a distance of 132.44 feet to the SE corner of the tract herein described being a point on the south right of way line of said Project No. ST-F-033-2 (216);

THENCE North 89 degrees 18' 58" West, along said south right of way line a distance of 826.33 feet to the SW corner of the tract herein described;

THENCE leaving said South right of way line North 00° 46' 29" East, a distance of 133.28 feet to the NEW corner of the tract herein described, being a point on said north right of way line of Project NO. ST-F-033-2 (216);

THENCE South 89° 15' 27" East along said north right of way line a distance of 825.00 feet to the point and place of beginning containing 2.5183 acres, more or less;

ALSO

That portion deeded to the STATE HIGHWAY DEPARTMENT OF NEW MEXICO, by Warranty Deed described as follows;

A certain tract of land in the N/2NE/4NW/4 of said Section 21, and being more particularly described by New Mexico State Plane Grid bearings (West Zone) and ground distances as follows:

Beginning at the NE corner of the tract herein described being a point from whence the north quarter corner of said Section 21 bears North 53° 00' 16" East, a distance of 279.38 feet;

THENCE South 25° 44' 33" West along the east boundary line to the tract herein described a distance of 28.99 feet to the most southerly corner of the tract herein described being a point on the south right of way line of Project No. ST-F-033-2 (216);

THENCE North 64° 45' 00" West along said south right of way line a distance of 63.34 feet to the northwest corner of the tract herein described;

THENCE leaving said south right of way line South 89° 15' 27" East along the north boundary line of the tract herein described to the point and place of beginning containing 0.0211 acres, more or less;

Beginning at a point 160 feet West of the NE/4 corner of the NE/4 of the NW/4 of said Section 21;

THENCE South 20° 20' West 182 feet;

THENCE West 272 feet, more or less, to the East line of the land conveyed to Vaughn L. Christensen and Irene Christensen by deed recorded in Book 116 at Page 54 of the San Juan County, New Mexico records;

THENCE North 171 feet to the subdivision line;

THENCE East 335 feet to the point of beginning, containing 1.20 acres, more or less.

The following mineral interest owners in Portion #7 of Tract #2

Force Pooled under Order No. R-11814

<u>NAME</u>	<u>% INTEREST IN PORTION</u>	<u>Royalty Rate</u>
State Highway Department of New Mexico	100.00%	12.5%

Portion #8 Tract #2

Portion of NW/4

Force Pooled Mineral Owners

Containing approximately 0.7689 acres, more or less.

That portion of the following described lands in the NW/4 of said Section 21, being a certain tract or parcel of land lying and being situate in the SW/4SE/4 of Section 16, and the NE/4NW/4 of Section 21, T29N, R13W NMPM, within San Juan County, New Mexico and being more particularly bounded and described

by New Mexico State Plane Grid bearings (West Zone) and ground distances as follows:

Beginning at the Quarter Corner common to said Sections 16 and 21 T29N, R13W, NMPM being a point on the northerly boundary of the tract herein described;

THENCE North $00^{\circ} 46' 50''$ east, a distance of 61.66 feet to a point on a curve on the north right of way line of Project No. ST-F-033-2 (216), being also on a point on the north boundary of the tract herein described;

THENCE easterly along said north right of way line a distance of 141.78 feet along the arc of a curve to the right having a radius of 11,594.16 feet and a chord bearing South $88^{\circ} 07' 15''$ East, a distance of 141.78 feet to a point;

THENCE South $85^{\circ} 10' 48''$ East, along said north right of way line a distance of 401.88 feet to the northeast corner of the tract herein described;

THENCE South $00^{\circ} 01' 16''$ East, a distance of 22.91 feet to a point on the Section Line common to Sections 16 and 21;

THENCE South $05^{\circ} 54' 44''$ West, a distance of 198.69 feet to the southeast corner of the tract herein described, being also a point on the south right of way line of said Project No. ST-F-033-2 (216);

THENCE Westerly along said south right of way line North $89^{\circ} 20' 17''$ West, a distance of 389.97 feet to a point on a curve;

THENCE Westerly a distance of 244.39 feet along the arc of a curve to the left having a radius of 11,344.16 feet and a chord bearing North $88^{\circ} 20' 16''$ West, a distance of 244.38 feet to an angle point;

THENCE North $64^{\circ} 45' 00''$ West, along said right of way line a distance of 18.50 feet to a point;

THENCE South $25^{\circ} 15' 00''$ West, along said south right of way line a distance of 37.00 feet to a point;

THENCE North $64^{\circ} 45' 00''$ West, along said south right of way line a distance of 66.00 feet to a point;

THENCE North $25^{\circ} 15' 00''$ East, along said south right of way line a distance of 37.00 feet to a point;

THENCE North $64^{\circ} 45' 00''$ West, along said south right of way line a distance of 24.10 feet to a point;

THENCE leaving said south right of way line North $25^{\circ} 44' 33''$ East, along the south boundary of the tract herein described a distance of 28.99 feet to a point;

THENCE North $89^{\circ} 15' 27''$ West, along the south boundary of the tract herein described a distance of 272.00 feet to the southwest corner of the tract herein described;

THENCE leaving the south right of way line North $00^{\circ} 12' 02''$ East, a distance of 171.00 feet to the northwest corner of the tract herein described, being also a point on the north right of way of Project No. ST-F-033-02 (216);

THENCE South $89^{\circ} 15' 27''$ East, along said Section Line a distance of 433.97 feet to a point;

THENCE leaving said Section Line South $37^{\circ} 25' 27''$, a distance of 38.73 feet to a point;

THENCE North $00^{\circ} 44' 33''$ East, a distance of 31.00 feet to a point on said Section Line;

THENCE South $89^{\circ} 15' 27''$ East, along said Section Line a distance of 60.00 feet to the point and place of beginning;

LESS AND EXCEPT

Beginning at a point 160 feet West of the NE/4 corner of the NE/4 of the NW/4 of said Section 21;
 THENCE South 20 degrees 20' West 182 feet;
 THENCE West 272 feet, more or less, to the East line of the land conveyed to Vaughn L. Christensen and Irene Christensen by deed recorded in Book 116 at Page 54 of the San Juan County, New Mexico records'
 THENCE North 171 feet to the subdivision line;
 THENCE East 335 feet to the point of beginning, containing 1.20 acres, more or less.

The following mineral interest owners in Portion #8 of Tract #2
 Force Pooled under Order No. R-11814

<u>NAME</u>	<u>% INTEREST IN PORTION</u>	<u>Royalty Rate</u>
State Highway Department of New Mexico	25.00%	12.5%
Wm. H. McNutt	37.5%	12.5%
Betty L. Musgrove	37.5%	12.5%

Portion #9 Tract #2

Portion of NW/4

Force Pooled Mineral Owners & Participating Owner
 containing approximately 9.59 acres, more or less.

That portion of the following described lands in the NW/4 of said Section 21:
 BEGINNING at the Quarter corner between said Sections 16 and 21, T29N, R 13W, NMPM;
 THENCE North 241 feet along the North-South centerline of said Section 16;
 THENCE North 89° 30' East 710 feet;
 THENCE South 70° 20' East 638 feet;
 THENCE South 17° 30' West 450 feet;
 THENCE South 61° 45' West 356 feet;
 To a point on the Westerly bank of the Animas River;
 THENCE Westerly following generally along the Westerly and Northerly bank of said river on the following courses: South 19° 29' East 249.7 feet;
 THENCE South 12° 48' West 331/43 feet;
 THENCE South 54° 54' West 410.73 feet;
 THENCE North 89° 09' West 318.95 feet;
 THENCE North 65° 30' West 325.58 feet;
 THENCE North 49° 14' West 125 feet;
 THENCE South 61° 45' West 354 feet;
 THENCE North 00 degrees 30' West 836 feet;
 THENCE East 60 feet;
 THENCE North 43° East 230 feet;
 THENCE North 25° East 130 feet;
 THENCE West 272 feet;
 North 171 feet;
 THENCE East 495 feet to the point of beginning, containing 12.73 acres, more or less.

LESS AND EXCEPT

Beginning at a point 160 feet West of the NE/4 corner of the NE/4 of the NW/4 of said Section 21:

THENCE South 20° 20' West 182 feet;

THENCE West 272 feet, more or less, to the East line of the land conveyed to Vaughn L. Christensen and Irene Christensen by deed recorded in Book 116 at Page 54 of the San Juan County, New Mexico records;

THENCE North 171 feet to the subdivision line;

THENCE East 335 feet to the point of beginning, containing 1.20 acres, more or less.

ALSO, LESS AND EXCEPT

Those certain lands lying in the W/2 of said Section 21 conveyed to the State Highway Department of New Mexico by deed recorded in Book 1226 as page 73 in the Office of the Clerk and Recorder of San Juan County, New Mexico

Name & Percent of Working Interest Owner	Kenneth Bradley Kendrick & Candace Lyn Kendrick	25.00%
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The following mineral interest owners in Portion #9 of Tract #2
Force Pooled under Order No. R-11814

<u>NAME</u>	<u>% INTEREST IN PORTION</u>	<u>Royalty Rate</u>
Wm H. McNutt	37.5%	12.5%
Betty L. Musgrove	37.5%	12.5%

Portion #10 Tract #2

Portion of Sec 21 T29N, R 13W, NMPM

Force Pooled Mineral Owner

containing approximately 0.4700 acre, more or less.

Beginning at appoint 823 feet East and 403 feet South of the Southwest corner of the SE/4SW/4 of Section 16-T29N-R13W, NMPM;

THENCE South 170 feet;

THENCE West 90 feet;

THENCE Northeast 192.50 feet to beginning;

ALSO

Beginning at the Southeast corner of the above described tract;

THENCE South 198 feet;

THENCE East 60 feet;

THENCE Northwest 200 feet;

THENCE East 90 feet to the point of beginning.

The following mineral interest owner in Portion #10 of Tract #2
Force Pooled under Order No. R-11814

<u>NAME</u>	<u>% INTEREST IN PORTION</u>	<u>Royalty Rate</u>
William R. Amos, Trustee	100.00%	12.5%

Name and Percent of Working Interest Owners Tract #2

<u>Name</u>	<u>Acreage</u>	<u>Percent of Tract</u>
Richardson Production Company	166.769197	69.4872%
Kenneth Bradley Kendrick & Candace Lynn Kendrick	2.397500	0.9990%

FORCE POOLED ACREAGE

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Dr. William A. Hall	5.000000	2.0833%
Wm. H. McNutt	14.177089	5.9071%
Betty L. Musgrove	14.177089	5.9071%
Ronald Elkins	6.140625	2.5586%
Frederick & Laurie Elkins	6.140625	2.5586%
Richard Elkins & Cassandra Elkins	6.140625	2.5586%
Forest Elkins & Patricia Elkins	6.140625	2.5586%
First National Bank of Iowa, Trustee	5.000000	2.0833%
City of Farmington	3.515000	1.4646%
William R. Amos	0.470000	0.1958%
State of New Mexico Hwy Dept.	3.931625	1.6382%
TOTAL	240.000000	100.0000%

XX

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	80.00	25.00%
2	240.00	75.00%
		100.00%